

MEETING: AMENDED REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: Monday, August 7, 2023 7:00 PM

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

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #:2551 455 8667 Password: ywM4qU5krp2 which can be accessed by phone at 408-418-9388 or by logging on at <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mb2667dfc7e3637430171379ef9b9b70c>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. Previously recorded VillageBoard Meeting Videos can be viewed at https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT'S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
- COMMITTEE AND DEPARTMENT REPORTS:**
- VI. **CITIZEN INPUT:**
- VII. **CONSENT AGENDA:**
 - A. Meeting Minutes from 07/17/2023
 - B. Engineering Contract Service Agreement with Foth services for Rehabilitation and Painting of Water Tower #3 in the amount not to exceed \$39,953.00
 - C. Award of bid to Munson, Inc. for the Well Head Protection, Security fence around Wells project not to exceed the amount of \$48,464.00 Well Head Protection, Security fence around Wells 5 & 7
 - D. Contract with Crexendo for Voice Over IP phone service for Village buildings
 - E. Award of bid to Visu-Sewer in an amount not to exceed \$319,191.40 for the 2023 Sanitary Sewer Lining (CIPP) Project
- VIII. **UNFINISHED BUSINESS:**
 - A. Eric and Ashley Evans, W130 N11622 Harvest Ridge, Lot 1 in Harvest Hills Subdivision. Subdivision Plat Amendment to revise the Elm Lane access restriction to allow a driveway on Elm Lane.

NOTE: AT THE REQUEST OF THE PROPERTY OWNER, THIS ITEM WILL BE POSTPONED TO THE AUGUST 21, 2023 VILLAGE BOARD MEETING

- B. Financing and Budgeting Related to the Kinderberg Park Playground Project

IX. NEW BUSINESS:

- A. An Ordinance Amending Section 17 (Zoning Code) and Section 18 (Subdivision and Platting Code) of the Village of Germantown Municipal Code Related to the Use of "Green Infrastructure" Best Management Practices to Reduce Storm Water Pollution and Improve Water Quality.
- B. Briohn Building Corporation, Agent for Golden Pet Manufacturing and Goldendale Road IV LLC, Property Owner - W206 N12880 Gateway Court. Certified Survey Map (CSM) to combine/redivide parcels necessary to accommodate a 129,000 sqft facility expansion.
- C. A Resolution for the Declaration of Public Necessity and Relocation Order to Construct a Highway Through the Area Generally Bounded By Freistadt Road, Goldendale Road, Interstate 41 and the Wisconsin And Southern Railroad
- D. 5-Year Capital Improvements Plan
- E. Public Administration Associates Recommendations for the Recruitment of the Director of Public Works and Village Engineer
- F. Report on Additional Police Officer Candidate in WCTC Police Academy Fall Class

X. ADJOURNMENT:

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.

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, July 17, 2023 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- 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.*
07:07 PM
- II. **ROLL CALL:**
Present: Trustee David Baum, Trustee Terri Kaminski, Trustee Phil Hudson, Trustee Dennis Myers, Trustee Bill Neureuther, Trustee Rick Miller, Trustee Jan Miller, Trustee Jolene Pieper, President Dean Wolter
Absent:
Excused:
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT'S REPORT:**
President Wolter commended the 4th of July organizers for the wonderful event.
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
Trustee Hudson thanked the Police, Fire, and Public Works Department for their support as well as the Library Department and Park & Recreation Department for the organization and running of the children's area. He also thanked the volunteers who participated in the parade, the donors who helped fund the event, as well as Trustee Myers, Danielle Shiera, and Jeannie Fischer for fundraising, and Mary Hudson for coordinating the volunteers. Trustee Kaminski then thanked Trustee Hudson for leading the charge.
- Trustee Kaminski announced the next Public Works & Highway meeting is on Wednesday August 2nd at 6:00 pm.
- Trustee Rick Miller announced the next Government and Finance meeting is on Monday August 21st at 6:00 pm.
- Trustee Hudson announced the next Public Safety meeting is on Monday August 7th at 5:30 pm.

Trustee Pieper announced the next Economic Development Commission on July 31st at 6:30 pm.

Trustee Jan Miller promoted Music at the Pavilion with Bella Cain and the Family Fun Carnival and Taste of Germantown on July 27th.

VI. CITIZEN INPUT:

Steve Stapleman, Santa Fe Drive, spoke in support of item D.

Eric Evans, Menomonee Falls, Lot 1 in Harvest Hills Subdivision would like his proposal brought back for reconsideration at the next meeting.

Don Eve, Woodville Plain, spoke in support of item D.

Melanie Smyth, Cedar Lane, spoke in support of the Harvest Hill reconsideration.

Spoke against item I.

Scott Hefle, Old Farm Road, spoke against item I.

VII. APPOINTMENTS:

Motion: Approve as presented

Motioned By: Bill Neureuther

Seconded By: David Baum

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: None

Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

A. Park & Recreation Committee
Bridget Henk

B. Tourism & Economic Development Commission
Joletta Kerpan

C. Library Board
Joyce Nelson

VIII. CONSENT AGENDA:

Trustee Peiper asked to pull item C.

Motion: Approve items A, B and D

Motioned By: David Baum

Seconded By: Rick Miller

On roll call vote:

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: None

Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

A. June 19, 2023 Minutes

B. June 26, 2023 Minutes

C. Resolution -2023, Disallowance of Claim, Christine O'Neill

Trustee Pieper expressed her issue with the Disallowance of Claim

Motion: Deny Disapproval of Claim for Christine O'Neill

Motioned By: Jolene Pieper

Seconded By: Dennis Myers

On roll call vote:

Yes: Dennis Myers, Jolene Pieper

No: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter

Abstain: None

Motion Failed (Yes 2, No 7, Abstained 0)

Motion: Approve item C as presented

Motioned By: David Baum

Seconded By: Bill Neureuther

On roll call vote:

Yes: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter

No: Dennis Myers, Jolene Pieper

Abstain: None

Motion Passed (Yes 7, No 2, Abstained 0)

D. Resolution -2023, Disallowance of Claim, Ashley Jacobs

IX. **NEW BUSINESS:**

Reconsider the driveway access. Discussion ensued.

Motion: Approve to Reconsider Subdivision Plat Amendment to revise the Elm Lane access restriction to allow a driveway on Elm Lane at the August 7th Village Board meeting.

Motioned By: David Baum

Seconded By: Jolene Pieper

On roll call vote:

Yes: Terri Kaminski, Phil Hudson, Dennis Myers, Rick Miller, Jan Miller, Jolene Pieper

No: David Baum, Bill Neureuther, Dean Wolter

Abstain: None

Motion Passed (Yes 6, No 3, Abstained 0)

A. Facility Usage Agreement - Hat Trick Enterprises Inc., Germantown Soccer Club

Mr. Standridge gave a presentation of the changes in the agreement.

Motion: Approve as presented

Motioned By: Dennis Myers
Seconded By: Jolene Pieper

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter

No: Jolene Pieper

Abstain: None

Motion Passed (Yes 8, No 1, Abstained 0)

- B. Renewal of a "Class A" Fermented Malt Beverage, including cider and Intoxicating Liquor License, for the period commencing July 1, 2023 and ending June 30, 2024 for Ajima Corporation, Rajan Shrestha, Agent, d/b/a **Holy Hill Road Shell**, N128 W21760 Holy Hill Rd, coolers, office, back storage.

Motion: Approve as presented

Motioned By: Dennis Myers

Seconded By: Terri Kaminski

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: None

Abstain: None

Motion Passed (Yes 9, No 0, Abstained 0)

- C. Engberg Anderson Conceptual Design Presentation to the Village Board on July 17, 2023

Engberg Anderson gave a presentation of their conceptual design for upgrades to the public library. No further action was taken.

- D. Kinderberg Feasibility Study, Playground

A motion was made to approve Lee Recreation for Kinderberg Playground equipment and ForeverLawn for Synthetic Turf for ground cover.

Trustee Pieper spoke against the location of the new playground in regard to it's alignment with accessibility.

Trustee Hudson, Trustee Jan Miller, and Trustee Rick Miller spoke in support of the new playground.

Trustee Neureuther spoke on concerns about funding methods.

Attorney Sajdak noted that this motion cannot go through since it includes two separate contracts and suggested tabling the item.

Motion: Table as presented

Motioned By: Jolene Pieper

Seconded By: Terri Kaminski

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: Bill Neureuther

Abstain: None

Motion Passed (Yes 8, No 1, Abstained 0)

E. Special Request for Brochure Funding

Motion: Approve a \$16,000 request for brochure funding taking funding from project saving

Motioned By: Teri Kaminski

Seconded By: Jolene Pieper

Trustee Kaminski withdrew her motion

Discussion ensued.

Motion: Approve a \$16,000 request for brochure funding taking funding from savings from general funds reserve.

Motioned By: Jolene Pieper

Seconded By: David Baum

On roll call vote:

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: Bill Neureuther

Abstain: None

Motion Passed (Yes 8, No 1, Abstained 0)

F. Resolution to Support Washington County Sharing 20% of the Sales Tax

Trustee Jan Miller and Trustee Myers presented the topic regarding a resolution putting a referendum on the April ballot regarding the county sharing 20% sales tax revenues for road construction.

Resolutions have been brought before the City of West Bend as well as the City of Hartford.

Motion: Approve as presented

Motioned By: Terri Kaminski

Seconded By: Jolene Pieper

Motion: Call the question

Motioned By: Jan Miller

Seconded By: David Baum

Motion to Call the Question Approved Unanimously

On roll call vote on the Motion to Approve the Resolution:

Yes: Terri Kaminski, Dennis Myers, Jan Miller, Jolene Pieper

No: David Baum, Phil Hudson, Bill Neureuther, Rick Miller, Dean Wolter

Abstain: None

Motion Failed (Yes 4, No 5, Abstained 0)

G. 2024 Budget Preview

Matthew Uselding provided a presentation of a 2024 budget preview.

H. Village of Germantown - Status of the Richfield Intergovernmental Agreement (IGA) to Extend Wastewater & Water Utilities-Utility Route Recommendation (DISCUSSION & ACTION)

Jeff Retzlaff presented the topic. Trustee Jan Miller requested soil reports from Richfield.

Motion: Approve Staff Recommended Route for Richfield Intergovernmental Agreement to Extend Utilities as presented

Motioned By: Dennis Myers

Seconded By: David Baum

Yes: David Baum, Terri Kaminski, Dennis Myers, Bill Neureuther, Rick Miller, Dean Wolter

No: Phil Hudson, Jan Miller, Jolene Pieper

Abstain: None

Motion Passed (Yes 6, No 3, Abstained 0)

I. An Ordinance Creating Section 1.07(4) of the Municipal Code of the Village of Germantown Relating to the Village Administrator's Authority to Act in Certain Circumstances

Motion: Postpone as presented allowing the administration to make decisions with approval from the Village President in the interim.

Motioned By: Terri Kaminski

Seconded By: Jolene Pieper

On roll call vote:

Yes: David Baum, Terri Kaminski, Phil Hudson, Dennis Myers, Bill Neureuther, Rick Miller, Jolene Pieper, Dean Wolter

No: Jan Miller

Abstain: None

Motion (Yes 8, No 1, Abstained 0)

X. **ADJOURNMENT:**

President Wolter adjourned the meeting at 10:37 pm.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: August 7, 2023

PLACEMENT: Action Item

ITEM TITLE: Engineering Contract Service Agreement with Foth services for Rehabilitation and Painting of Water Tower #3 in the amount not to exceed \$39,953.00

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

At the request of the PWHC, I was instructed to get three proposals for engineering services to provide contract bid documents for the rehabilitation and painting of Tower #3 on Mequon Rd. Three engineering firms sent in proposals:

1. Ruekert-Mielke Proposal cost \$42,400.00
2. Graef Proposal cost \$40,100.00
3. Foth Proposal cost \$39,953.00

Foth is our design firm for the new Tower on Gateway Crossing and retains our current design standards and specifications and is still in the design phase of the new logo with Maguire Iron and Steel which would be my recommended logo for Tower #3 unless otherwise directed.

Scope of services include preliminary design, plans and specs/DNR submittals, and bidding with a recommendation letter of the low bid painting contractor.

ATTACHMENT:

1. Ruekert Mielke - Tower 3 Proposal
2. Graef Proposal - Tower 3 Proposal
3. Foth - Tower 3 Proposal
4. Foth Eng Agreement - Tower 3

RECOMMENDATION:

Staff recommends approval of the Foth services agreement in the amount not to exceed \$39,953.00.

Funds will be used from account #50-742-530-6720

ACTION BY Committee:

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.

January 13, 2023

Mr. Paul Haugen
Water Utility Superintendent
Village of Germantown
N122 W17177 Fond du Lac Avenue
P.O. Box 337
Germantown, WI 53022

Re: Proposal for Engineering Services for Germantown Tower #3 Renovation

Dear Mr. Haugen:

Ruekert & Mielke, Inc. (R/M) is pleased to submit a proposal to provide engineering services to assist the Village of Germantown in the design and bidding of the Germantown Tower #3 Renovation project. Construction inspection will be performed by a Subcontractor retained by R/M. The project includes metal repairs and replacement/addition of tank accessories; complete sandblast/repaint of exterior, wet interior, underbelly of cone, access tube, and pipe gallery; and miscellaneous power tooling and painting of spot areas. Tower #3 will be taken offline when Tower #4 is placed in service.

The work authorized by this Agreement includes **Part 1 Preliminary Design Services, Part 2 Plans and Specifications Preparation and Wisconsin Department of Natural Resources (WDNR) Coordination, and Part 3 Bidding Services**. Details of the work are as described below.

We are proposing the following work tasks for **Part 1 Preliminary Design Services**:

- Task 1.01 Perform project kickoff meeting onsite with Village staff and James Orr Coating Inspection, LLC to verify the findings and recommendations in the September 14, 2020 tank inspection. This task includes the following work items:
 - o Confirm improvements needed.
 - o Review site layout and work staging areas.
 - o Establish containment and spent abrasive disposal requirements. Determine lead/chromium provisions if applicable.
 - o Review surface preparation and recommended coatings for all tank areas.
 - o Field verify needed structural repairs.
- Task 1.02 Prepare list of repairs for concurrence with Village and James Orr Coating Inspection, LLC.
- Task 1.03 Prepare design of agreed upon tank elements. This task includes the following work items:
 - o Design of two (2) egress ladders – out of access tube to top of dome and access to wet bowl.
 - o Redesign access hatch to dome with appropriate materials and accessories.
 - o Design for installation of Shad & Jurs freeze proof valve with new outlet discharge hose to overflow.
 - o Design mud valve replacement and evaluate drain lines from mud valve and platform condensate to determine work required to meet new WDNR regulations.
 - o Evaluate and select appropriate sealing for separation of main base cone steel door to eliminate snow drifting inside lower cone.
 - o Design two (2) rigging static devices for use in extraction at down access ladders by fire department.
 - o Develop plan and notes for removal of circulation system and needed repairs.
 - o Evaluate condition of fill pipe and insulation and design needed blasting/painting and insulation.

- o Provide recommendations for abandonment of electrical pedestal.
 - o Evaluate and select appropriate frost proof vent to replace existing vent.
- Task 1.04 Verify preliminary cost estimates prepared by James Orr Coating Inspection, LLC.

We are proposing the following work tasks for **Part 2 Plans and Specifications Preparation and WDNR Coordination**:

- Task 2.01 Prepare detailed plans and specifications for the tank repairs, renovation, painting and component abandonment. Details will be prepared for metal repair and accessories components of the work.
- Task 2.02 Prepare WDNR submittal to include forms, parts of bidding documents, specifications, and drawings. Monitor review, answer questions, and obtain WDNR approval.
- Task 2.03 Prepare engineering estimate for each item of work.

We are proposing the following work tasks for **Part 3 Bidding Services**:

- Task 3.01 Prepare bidding documents including the following sections in accordance with the Engineer's Joint Contract Documents Council and Construction Specifications Institute.
 - o Advertisement for Bids
 - o Instructions to Bidders
 - o Bid Form
 - o Agreement
 - o Performance Bond
 - o Payment Bond
 - o General Conditions
 - o Supplementary Conditions
 - o Specifications
 - o Drawings
- Task 3.02 Advertise bidding documents and post on Quest CDN.
- Task 3.03 Facilitate and attend mandatory pre-bid meeting.
- Task 3.04 Respond to bidders' questions.
- Task 3.05 Prepare and issue addenda if necessary.
- Task 3.06 Tabulate bid results.
- Task 3.07 Prepare letter of recommendation and Notice of Award for contract award.

The above described engineering services in Tasks 1 and 2 will be performed within 90 days of receipt of acceptance of this proposal. **Part 1 Preliminary Design Services** will be supplied on a time and expense basis for an estimated amount of \$13,700. **Part 2 Plans and Specifications Preparation and Wisconsin Department of Natural Resources (WDNR) Coordination** will be supplied on a time and expense basis for an estimated amount of \$19,200. **Part 3 Bidding Services** will be supplied on a time and expense basis for an estimated amount of \$9,500.

We will not exceed these amounts without prior authorization from the Village.

Mr. Paul Haugen
Proposal for Germantown Tower #3 Renovation
January 13, 2023
Page 3

The above described professional services will be provided to you in accordance with the attached two page **RM Standard Terms & Conditions (Engineering)** dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

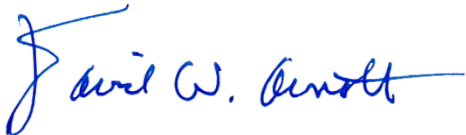
If you have any questions or comments, please feel free to contact me at the below phone number.

Respectfully,

RUEKERT & MIELKE, INC.



Taryn S. Nall, P.E. (WI, MI)
Senior Project Manager
tnall@ruekert-mielke.com



David W. Arnott, P.E. (WI, IL)
Team Leader/Senior Project Manager
darnott@ruekert-mielke.com

TSN:cal
Enclosure

CLIENT NAME:

Village of Germantown, Wisconsin

ENGINEER:

Ruekert & Mielke, Inc.

Signature: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Signature:  Digitally signed by Steven C. Wurster
Date: 2023.01.13 11:04:13 -06'00'
Steven C. Wurster, P.E.

Title: Senior Vice President

Date: January 13, 2023

Designated Representative:

Name: Taryn S. Nall, P.E.

Title: Project Manager

Phone Number: (920) 876-6382

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majeure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT



collaborāte / formulāte / innovāte

March 20, 2023

Paul Haugen, Water Superintendent
Germantown Water Utility
Village of Germantown
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

Subject: Elevated Water Tower #3 Rehabilitation and Painting

Dear Paul:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the Village of Germantown (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services for Elevated Water Tower #3 Rehabilitation and Painting (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to prepare construction bid documents for the rehabilitation and painting of the existing 1,000,000 gallon spheroid elevated water tower.

For this Project, GRAEF proposes to provide the following Basic Services:

Preliminary Design

- Participation in kick-off, project team and owner meetings to coordinate project.
- Inspect elevated water tower. Verify recommended improvements from November 2020 field inspection and report.
- Prepare 90% Construction Documents to generally include the following sheets:
 - Project Cover Sheet
 - Site Layout Plan
 - Site Staging Plan
 - Site Containment Plan
 - Construction Details
- Prepare technical specifications in CSI format for inclusion in project manual.
- Prepare preliminary Project Manual with front end contract and bidding sections.
- Prepare preliminary cost estimate.
- Submit Project Manual and Construction Documents to Village of Germantown for review.
- Meet with Village of Germantown to review Project Manual and Construction Documents.

Final Design

- Prepare 100% Construction Documents to generally include updates to the 90% Construction Document set of drawings.
- Prepare WDNR review and permit applications for review of the Construction Documents.
- Submit to the WDNR for review and approval.
- Prepare bidding documents to include the Project Manual and Construction Documents, incorporating comments from the WDNR review.
- Prepare final cost estimate.

Bidding

- Prepare advertisement for bids, submit to agencies.
- Post bidding documents on Quest.
- Facilitate mandatory pre-bid meeting.
- Respond to bidder's questions.
- Prepare and issue one addendum.
- Review bids and tabulate results.
- Prepare recommendation letter to the Village of Germantown.

GRAEF will endeavor to perform the proposed Basic Services per an agreed upon schedule with the Village of Germantown.

At your written request, GRAEF will evaluate and provide the additional services for additional compensation as discussed.

For this Project, it is our understanding the Client will provide the following services, items and/or information:

- Access to the project site.
- Record drawings and shop drawings for the elevated water tower.
- Environmental investigations, remediation coordination or design services required.
- Permit and review fees.

For all Basic Services, Client agrees to compensate GRAEF as follows, lump sum fee of \$40,100.00, plus reimbursable expenses such as mileage, printing and permit fees.

To accept this proposal, please sign and date both of the enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to the Village of Germantown.



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Sincerely,

Graef-USA Inc.

A handwritten signature in black ink that reads "Britney Meyer".

Britney Meyer, P.E.
Project Manager

A handwritten signature in blue ink that reads "Michael N. Paulos".

Michael N. Paulos, P.E.
Principal

**Accepted by: Village of
Germantown**

(Signature)

(Name Printed)

(Title)

Date: _____



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on March 20, 2023 (Agreement) by and between Graef-USA Inc. (GRAEF) and Village of Germantown (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superseded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superseded.



Ballpark Commons Office Building
7044 S. Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

June 22, 2023

Mr. Paul Haugen – Water Superintendent
Village of Germantown
PO Box 337
N122W17177 Fond du Lac Ave.
Germantown, WI 53022-0337

RE: Water Tower No. 3 Painting & Improvements

Dear Paul,

Thank you for the opportunity to present our proposal for engineering services for the Water Tower No. 3 – Painting and Improvements project. Our team is eager to assist the Village with this critical project.

Attached you will find our Agreement for Services itemizing our scope of work, schedule, and estimated fees.

As requested, this Agreement is through bidding services. Addition efforts for construction administration, field inspection, and project closeout would be added by Addendum, if requested.

If you have any questions regarding our proposal, please call Dale at (608) 628-3163.

Sincerely,
Foth Infrastructure & Environment, LLC

A handwritten signature in blue ink, appearing to read "T. Ludwig".

Thomas J. Ludwig, P.E.
Principal Engineer/Client Director

A handwritten signature in black ink, appearing to read "Dale R. Broeckert".

Dale R. Broeckert, P.E.
Senior Project Manager

Project Title
(the "Project"): Water Tower No. 3 – Painting & Improvements

FOTH Project Number: _____

CLIENT Project Number: _____
(If applicable)

This Agreement for Services (hereinafter "Agreement") is made and entered into this 22nd day of June, 2023, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **Village of Germantown**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Village of Germantown – Water Utility

Address: PO Box 337, N122W17177 Fond du Lac Ave., Germantown, WI 53022

Phone No: 262-253-8254 Email Address: phaugen@germantownwi.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Preliminary Design

- Project Kick-off meeting
- Re-inspection to verify improvements needed, current improvement scope based on the Fall 2020 field inspection report recommendations by James Orr Coating Inspection, LLC.
- Prepare preliminary plans & specifications:
 - Site Layout & Staging Areas
 - Containment plans & disposal requirements
 - Lead/Chromium Provisions (if applicable)
 - Paint Overspray
 - Surface Prep & Coatings as recommended
 - Structural Repairs/Modifications as recommended
 - Safety provisions
- Verify/update preliminary construction cost estimate previously provided in inspection report.
- Submit preliminary project manual and construction documents to the Village for review. Meet with Owner to discuss comments.

Final Design

- Finalize plans & specification and review with Owner.
- Complete and submit required WDNR permitting/approval items.
- Prepare bidding documents including comments from the WDNR.
- Prepare final cost estimate and review with Owner.

Bidding

- Advertise bidding documents & post on Quest CDN (eBid)
- Attend and facilitate a mandatory pre-bid meeting.
- Respond to any bidder questions.
- Prepare and issue up to one Addendum.
- Review and tabulate bid results.
- Prepare recommendation of award letter for Owner.

Not Included: Alternate investigations/scope outside of the noted field inspection report items.

Schedule: Services shall be performed according to the following schedule:

Bidding in early October to accommodate Owner bid acceptance in November. Dates to be confirmed with Owner.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of \$ _____ .00

☐ Unit Cost/Time Charges (Standard Rates)

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ _____.00

☒ Other as stated here: Billed hourly per standard year rates, see Exhibit A. Estimated Level of Effort for the above scope:

Preliminary Design: \$19,580
Final Design: \$13,760
Bidding: \$6,610

Total Estimate: \$39,950

Notes:

1. If additional scope is requested and approved by the Owner, these efforts will be billed per standard T&M rates.
2. Construction Administration/Inspection/Closeout efforts, if requested, will be estimated and added by Addendum to this Agreement.

Special Conditions (if any):

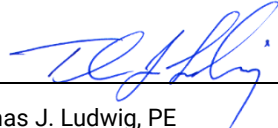
The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: _____
Name (printed): _____
Title: _____
Date: _____

CONSULTANT

Signed: 
Name (printed): Thomas J. Ludwig, PE
Title: State Operations Director
Date: June 22, 2023

Signed: 
Name (printed): Dale R Broeckert, PE
Title: Senior Project Manager
Date: June 22, 2023

AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) \$50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the forgoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services,

Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct,

comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

Exhibit A

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2023 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - \$175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

REIMBURSABLE EXPENSES

1. All equipment, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate. Field Service vehicle mileage will be reimbursed based on \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: August 7, 2023

PLACEMENT: Action Item

ITEM TITLE: Award of bid to Munson, Inc. for the Well Head Protection, Security fence around Wells project not to exceed the amount of \$48,464.00 Well Head Protection, Security fence around Wells 5 & 7

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

As presented to the PWHC in a power point presentation on April 5th, we requested permission to install a Well Head Protection Security fence around Wells 5 & 7. It was pulled from the full board agenda due to the project being required to be publicly bid by recommendation of the Village Attorney.

Two companies supplied bids for this project:

1. Century Fence Company-\$59,722.00
2. Munson, Inc-\$48,464.00

After reviewing the bids, staff finds that Muson, Inc., is the lowest responsible bidder for the project.

ATTACHMENT:

1. Wells 5-7 Fence - Award

RECOMMENDATION:

Staff recommends the bid from Munson, Inc. not to exceed the amount of \$48,464.00 from account #50-180-184-3310.

ACTION BY Committee:

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.



Ballpark Commons Office Building
7044 S. Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

June 29, 2023

Paul Haugen
Germantown Water Utility
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

RE: Wells 5 and 7 Fence Installation

Dear Paul:

I have reviewed the bid received on June 22, 2023, for the above referenced project. A summary of the bid is as follows:

Bidder	Total Base Bid Amount	Alternate A-1 Bid Additional Amount
Munson, Inc.	\$ 48,464.00	\$ 1,275.00
Century Fence Co.	\$ 59,722.00	\$ 5,933.00

The alternate bid was requested to explore the costs of adding barbed wire at the top of the fence.

We recommend awarding the project to Munson, Inc. for the total base bid amount of \$48,464.00. Their bid is complete and contains all required documentation.

We do not recommend awarding the alternate at this point. However, if Germantown would like to incorporate the barbed wire for security, the alternate can be incorporated.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Eve Schnell".

Eve Schnell, PE, PTOE

Project Manager

cc: Scott Weigand – Village of Germantown
Dale Broeckert – Foth Infrastructure & Environment, LLC

Enclosure: Bid Results Worksheet

Wells 5 & 7 Fence Installation (#8542639)

Owner: Village of Germantown

Solicitor: Foth - Milwaukee

06/22/2023 10:00 AM CDT

						Munson, Inc. (Munson Fence		Century Fence Co.	
Section Title	Line Item	Item Code	Item Description	UoF	Quantity	Unit Price	Extension	Unit Price	Extension
Base Bid							\$48,464.00		\$59,722.00
	1	1	Mobilization, Demobilization and Overarching Construction Needs	LS	1	\$1,952.00	\$1,952.00	\$695.00	\$695.00
	2	2	Clearing and Grubbing	LS	1	\$3,250.00	\$3,250.00	\$2,920.00	\$2,920.00
	3	3	6' High Black Vinyl Coated Chain Link Fence with All Appurtenances	Ln Ft	850	\$31.00	\$26,350.00	\$41.52	\$35,292.00
	4	4	20'Wx6'H Cantilever Gate with All Appurtenances	EA	1	\$14,863.00	\$14,863.00	\$16,865.00	\$16,865.00
	5	5	4'Wx6'H Pedestrian Gate with All Appurtenances	EA	1	\$547.00	\$547.00	\$2,270.00	\$2,270.00
	6	6	Bollards	EA	2	\$751.00	\$1,502.00	\$840.00	\$1,680.00
Alternate 1							\$1,275.00		\$5,933.00
	A1	A1	Barbed Wire	Ln Ft	850	\$1.50	\$1,275.00	\$6.98	\$5,933.00
Base Bid Total:							\$48,464.00		\$59,722.00

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: August 7, 2023

PLACEMENT: Action Item

ITEM TITLE: Contract with Crexendo for Voice Over IP phone service for Village buildings

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

Over the last month, a team of four (5) employees representing our five municipal buildings, not including the police department, spent multiple days assessing different companies and their proposals to provide voice over IP solutions to the Village. This included individual demonstrations and separate discussions to make sure the correct vendor was recommended by this internal committee who will represent the needs and wants of each individual facility. We recommend moving forward with the Crexendo proposal. If approved by the committee, the group will continue to work with the chosen vendor during the implementation process. Please see the calculations and proposals below which assisted during this decision-making process. Funding for the phone system comes from the following GL's 10-518-530-7200; 10-552-530-7200; 10-522-530-7200; 10-518-530-7200

Proposals

Company	Monthly Cost	Annual Cost	Activation Amount	Term
Crexendo	\$1,030	\$12,361		5 year lease
☐ US Cellular				
Momentum Telecom	\$1,933	\$ 23,200	\$ 2,627	5 year lease
☐ AT&T				
Elevate	\$1,680	\$ 20,163		5 year lease
☐ Gordon Flesch				
Attalus Communications/ AT&T	\$2,968	\$35,616		Current
Attalus	\$911.05	\$10,932.60		5 year lease
Communications/Allworks/Clearfly				
Lingo Communications	\$1,582.28	\$18,627.36		5 year lease

ATTACHMENT:

1. 2023-0601 Pricing Proposal - Village of Germantown - Crexendo UScellular

RECOMMENDATION:

We would recommend the committee vote in favor of moving forward with the proposal submitted by Crexendo.

ACTION BY Committee:

Solution Proposal for Village of Germantown



VIP Cloud Communications Solution for Business



Video



Interactions



Phone

References

City of Waupun, WI

Contact: Jeff Daane, Public Works Director

Number: 608-637-7154

Email: jeff@cityofawaupun.org

Village of Lomira, WI

Contact: Nick Roskopf, Director of Public Works

Number: 920-269-8155

Email: nroskopf@villageoflomira.com

Out of State/Larger References:

City of Neosho, MO

Contact: George Moody, IT Director

Number: 417-451-8050

Email: gmoody@neoshomo.org

City of Webb City, MO

Contact: Kim DeMoss, City Clerk

Number: 417-673-4651

Email: kdemoss@webbcity.org



VIP Productivity, Efficiency and Flexibility Have Arrived.

Introducing the VIP Unified Communications as a Service Platform now with Omnichannel CX

Whether you're working from the corporate office, local office, home office, or from the road, stay connected with key staff and stakeholders with flexible solutions and technology that enable productivity from anywhere, on any device. Plus, choose how you want to meet, from large-scale webinar-style meetings, to chat or instant messaging and everything in between. Whatever your locality, modality, or connection type, Crexendo®'s VIP™ Platform delivers the reliable foundation for your organization's communication needs.



Video

Improve team productivity with HD-quality one-to-one, group, and webinar-style meetings for up to 200 attendees.



Interactions

Streamline workflows with Voice Mail, Fax, Messaging, SMS, Team Chat, and over 300 powerful integrations.



Phone

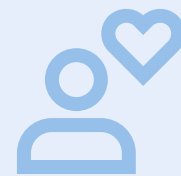
Use the device of your choice for business communication, whether mobile, browser-based or traditional desk phone with HD Voice.



CX

The Omnichannel cloud contact center solution that empowers your workforce and delights your customers.





Simple VIP Management

A robust, web browser-based experience helps to manage all of your business communications on one screen, including integrating with over 300 popular business applications with single sign-on access, click to call, screen pop, auto-answer, and other advanced productivity features. The customizable Crexendo® VIP™ portal-based interface is easy to set up and easy to use for managing all your business communications. Plus, log in and go capability enables anywhere access from any device.



No downtime. No kidding.

Crexendo® offers our industry-leading 100% Uptime Guarantee* because we know rock-solid reliability is a key consideration for your organization. Our VIP Platform Service Level Agreement guarantees you 100% uptime* because we are committed to keeping you connected and able to support your employees and customers wherever you chose to work from, so your productivity will continue uninterrupted. Our best-in-class VIP Platform is hosted in the world's highest-rated, Tier 5, Exascale, geo-redundant data centers. Our software is also backed by the highest levels of security and is trusted by over 3 million users globally. We take our performance seriously, so you can focus on everything else you need in order to succeed.



* See service level agreement for specific terms and conditions.

Advanced VIP Desktop, Cordless, and Conference Devices

Crexendo®'s VIP™ platform leverages a dynamic business phone experience that supports using each user's device of choice, delivering the ability to manage your communications over multiple devices for optimal efficiency with deep integration into our device portfolio for ease of management and use.

Pair the capability of your preferred mobile device(s) with a rich iOS or Android client wireless experience to manage your business communications. The VIP platform enables users' business phone number on their personal devices for inbound and outbound communications to ensure privacy and to manage the company's external image.

Choose from Crexendo®'s award-winning portfolio of business desk, cordless, and conference phones to facilitate a traditional desk-phone experience with HD quality audio and ergonomic, aesthetic design for all user types. And manage your communications from your desktop phone with built-in tools for simple and effective communications.



Featured Devices



CX530

3.7" 360x160
Graphical Display
21 Customizable
Feature Keys



CX540

4.3" 480x272
Color Display
27 Customizable
Feature Keys



T57W

7" 800x480
Color Display
29 Customizable
Feature Keys



T58W Pro

7" 1024x600
Color Touch Screen
27 Customizable
Feature Keys

All devices feature HD Voice Audio for both Handset and Speaker, Dual-port Gigabit Ethernet, Built-in 2.4G & 5G Wi-Fi, Built-in Bluetooth, Built-in USB Port, Power over Ethernet, Headset Support, Cordless Handset Support, and optional Expansion Module capability.



Conference, Cordless and Accessories

Our DSS attendant module, cordless phones and conference phones are packed with features to help your team perform at their best.

The VIP Difference



Video

Collaborate in HD quality with 1 to 200 attendees using meetings, rooms, and webinars.



Interactions

Streamline internal and external workflows through Voice Mail, Fax, SMS, and Chat.



Phone

Use the device of your choice for HD quality business communications with a lifetime warranty.



Customer Experience

Omnichannel cloud contact center that empowers your workforce and delights your customers.



Integrations

Integrate into over 350 leading business applications to leverage your business intelligence.



Dependability

The 100% Uptime Guarantee* assures rock-solid, uninterrupted reliability and availability.



Efficiency

Streamline your Video, Interactions, and Phone communications to work more effectively.



Recognition

Leverage the VIP Communications Solution that is a recognized award-winning Platform.



Simplicity

Easy, portal-based management and intuitive interfaces make it simple to log in and succeed.

About Crexendo®

Crexendo®, Inc. is a premier provider of award-winning UCaaS (Unified Communications as a Service), call center and customer experience solutions, collaboration services and cloud communications. Designed to provide enterprise-class services to any size business, Crexendo®'s portfolio of communications offerings is backed by a 100% Uptime Guarantee*, U.S.-based support and lifetime warranty on all Crexendo® devices delivering rock-solid reliability for your peace of mind.

* See service level agreement for specific terms and conditions.

Executive Summary: Village of Germantown

Voice Services

- **(48) Advanced User Licenses including Microsoft Teams Integration Promo**
 - Up to 5 Endpoints per User (Desk Phone, Mobile App, Teams, etc)
 - DID, VM to Email w/Transcription, Call Recording Included
 - Microsoft Teams Phone Standard License required through Microsoft
 - (\$8/month billed by Microsoft not Crexendo)
- **(7) Professional User Licenses**
 - Utilized for low usage/common area phones
 - DOES NOT INCLUDE TEAMS INTEGRATION
- **(4) Extension Only Licenses**
 - Utilized for Conference Phones
- **(11) Additional DID's for total of (59) in System**
 - Advanced License accounts for other (48)

Voice Equipment

- **(55) Crexendo CX530/Yealink T53W Desk Phones**
 - Backed with Lifetime Warranty!
- **(4) Yealink CP925 Conference Phones**
 - Backed with Standard 1 Year Manufacturer Warranty

Fax Services

- **(500) Page/Month Inbound and Outbound Fax Package**
 - Includes (1) Fax DID
 - Page Count Shared Among all Fax Machines
 - Larger Packages available
- **Additional (3) Fax DID's included to account for (4) Fax Numbers**

Fax Equipment

- **(4) Pangea Fax ATA to Convert Analog Fax to Cloud**
 - Utilized for physical fax machines
 - Standard 1 year Manufacturer's Warranty
- **Cloud Fax also included for all Fax DID's**

Q2 Incentive Included

- 20% Govt Discount Included on Service
- 15% Discount Included on Equipment
- **Waived Activation Fees and 2ND MONTH OF SERVICE FREE with Approval/Deposit by 6/30/2023.**



Option #1: Operational Expense



Sales Representative: Adam Southwell
 Term of Contract: 60 Months
 Quoted pricing valid until 06/30/2023

Service Agreement

RFQ: 3109021115

Company: Village of Germantown
 Contact Name: Erin Hirn
 Street Address : N112 W 17001 MEQUON RD
 Suite Number :
 City, State : GERMANTOWN, WI
 Zip Code : 53022
 Contact Phone: (262) 250-4750
 Contact Email: ehirn@village.germantown.wi.us

Products and Services for N112 W 17001 MEQUON RD, GERMANTOWN, WI 53022	Quantity	Unit Price	Total
Different 'Ship To' Address? No			
Voice Services			
Advanced User (up to 100)	48	\$13.48	\$647.04
Microsoft Teams - Enhanced & Elite Integration Promo	48	\$0.00	\$0.00
Professional User (Up to 100)	7	\$7.88	\$55.16
Extension Only User	4	\$3.96	\$15.84
Extra DIDs	11	\$0.80	\$8.80
Crexendo CX530 w/power	55	\$3.82	\$210.10
VIP Enterprise Fax with DID (500 Pages)	1	\$20.76	\$20.76
VIP Enterprise Fax Additional DID (requires Fax package)	3	\$3.16	\$9.48
VIP Enterprise Fax ATA (requires Fax package)	4	\$2.55	\$10.20
Yealink CP925 Conference Phone - PoE	4	\$13.17	\$52.68

Activation Charges			
Advanced User (up to 100)	48	\$0.00	\$0.00
Microsoft Teams - Enhanced & Elite Integration Promo	48	\$0.00	\$0.00
Professional User (Up to 100)	7	\$0.00	\$0.00
Extension Only User	4	\$0.00	\$0.00
Extra DIDs	11	\$0.00	\$0.00
Crexendo CX530 w/power	55	\$0.00	\$0.00
VIP Enterprise Fax with DID (500 Pages)	1	\$0.00	\$0.00
VIP Enterprise Fax Additional DID (requires Fax package)	3	\$0.00	\$0.00
VIP Enterprise Fax ATA (requires Fax package)	4	\$0.00	\$0.00

Site Total	One-Time	Monthly
	\$0.00	\$1,030.06
Order Totals	One-Time	Monthly
	\$0.00	\$1,030.06

Special Comments:
USCC via Brian Woodnorth. 20% Govt Discount Included. Waived Activation Fees and 2ND MONTH OF SERVICE FREE with Approval/Payment on File by 7/31/2023.
Discounts/Incentives locked in through July 31, 2023 and will be applied to any Adds/Changes to this agreement through that period. Discounts will also be honored for any Adds/Changes following fully executed agreement through full term of contract.

Option #2: Capitial Expense



Sales Representative: Adam Southwell
Term of Contract: 60 Months
Quoted pricing valid until 06/30/2023

Service Agreement

RFQ: 3109021115

Company: Village of Germantown
Contact Name: Erin Hirn
Street Address : N112 W 17001 MEQUON RD
Suite Number :
City, State : GERMANTOWN, WI
Zip Code : 53022
Contact Phone: (262) 250-4750
Contact Email: ehirn@village.germantown.wi.us

Products and Services for N112 W 17001 MEQUON RD, GERMANTOWN, WI 53022	Quantity	Unit Price	Total
Different 'Ship To' Address? No			
Voice Services			
Advanced User (up to 100)	48	\$13.48	\$647.04
Microsoft Teams - Enhanced & Elite Integration Promo	48	\$0.00	\$0.00
Professional User (Up to 100)	7	\$7.88	\$55.16
Extension Only User	4	\$3.96	\$15.84
Extra DIDs	11	\$0.80	\$8.80
VIP Enterprise Fax with DID (500 Pages)	1	\$20.76	\$20.76
VIP Enterprise Fax Additional DID (requires Fax package)	3	\$3.16	\$9.48
Purchased Equipment			
Crexendo CX530 w/power	55	\$152.96	\$8,412.80
Yealink CP925 Conference Phone - PoE	4	\$466.65	\$1,866.60
VIP Enterprise Fax ATA (requires Fax package)	4	\$127.46	\$509.84
Activation Charges			
Advanced User (up to 100)	48	\$0.00	\$0.00
Microsoft Teams - Enhanced & Elite Integration Promo	48	\$0.00	\$0.00
Professional User (Up to 100)	7	\$0.00	\$0.00
Extension Only User	4	\$0.00	\$0.00
Extra DIDs	11	\$0.00	\$0.00
VIP Enterprise Fax with DID (500 Pages)	1	\$0.00	\$0.00
VIP Enterprise Fax Additional DID (requires Fax package)	3	\$0.00	\$0.00
Site Total		One-Time	Monthly
		\$10,789.24	\$757.08
Order Totals		One-Time	Monthly
		\$10,789.24	\$757.08
Special Comments:			
USCC via Brian Woodnorth. 20% Govt Discount Included. Waived Activation Fees and 2ND MONTH OF SERVICE FREE with Approval/Payment on File by 7/31/2023.			
Discounts/Incentives locked in through July 31, 2023 and will be applied to any Adds/Changes to this agreement through that period. Discounts will also be honored for any Adds/Changes following fully executed agreement through full term of contract.			

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: August 7, 2023

PLACEMENT: Action Item

ITEM TITLE: Award of bid to Visu-Sewer in an amount not to exceed \$319,191.40 for the 2023 Sanitary Sewer Lining (CIPP) Project

SUBMITTED BY: Timothy Zimmerman, Superintendent

SUMMARY EXPLANATION:

I am presenting the bids for the 2023 Water Crossing CIPP bids for the area in and around Lake Park. As discussed at last year's budget meeting, this project is being undertaken to minimize or eliminate potential damage to these sewer lines and the downstream appurtenances associated with them in the event that they are damaged. These sewer lines run underneath the ponds which store millions of gallons of water, and as such, if they were compromised, would quickly overwhelm downstream facilities which would end up resulting in an SSO (Sanitary Sewer Overflow) which is prohibited by the state and EPA. Project was bid and we obtained bid pricing from three qualified contractors for the work as follows:

Visu-Sewer	Pewaukee, WI	\$290,174.00
Michels Trenchless	Brownsville, WI	\$407,240.00
Insituform Technologies	Chesterfield, MO	\$513,393.44

ATTACHMENT:

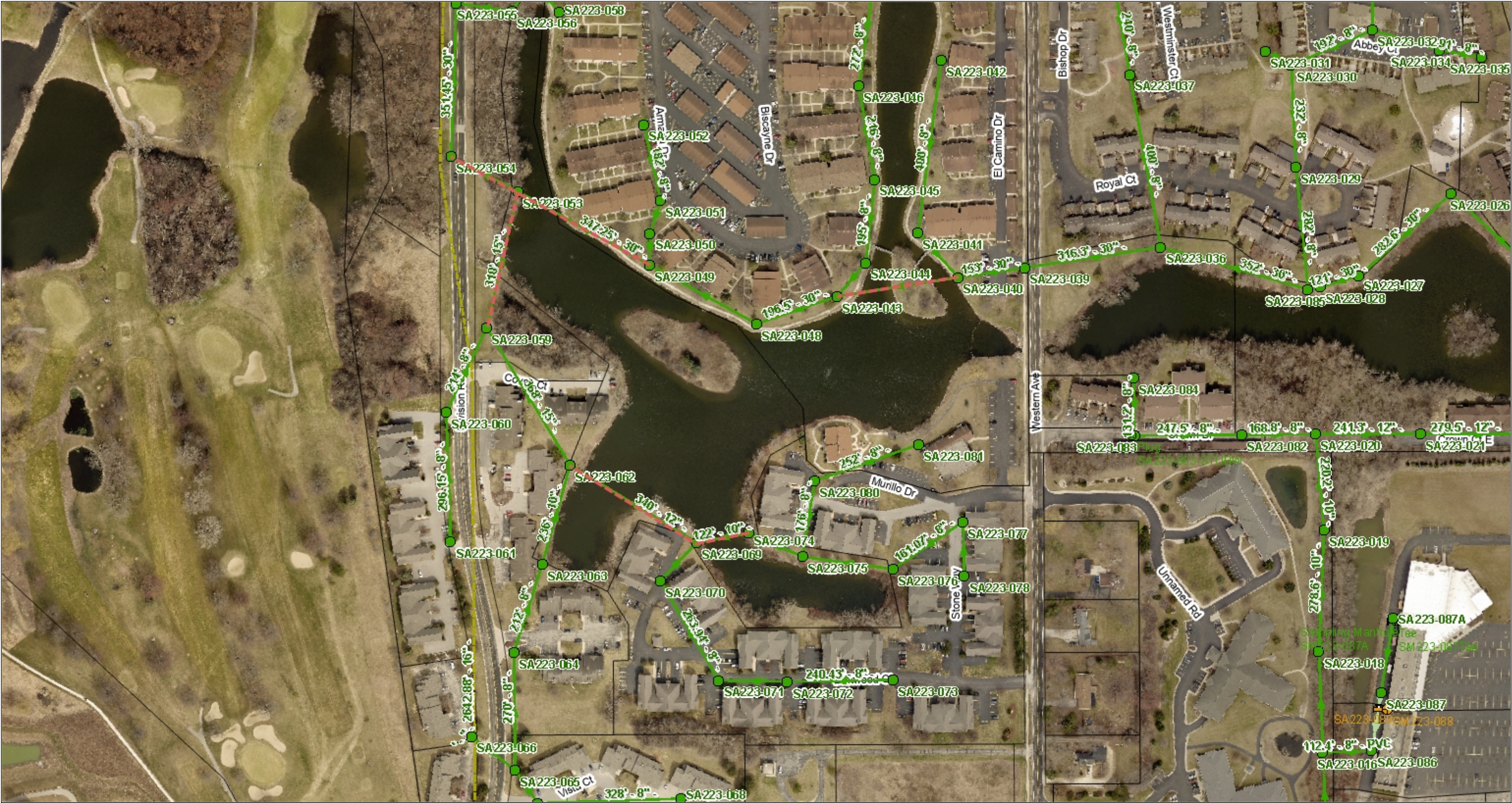
1. CIPP Overview
2. CIPP Line Segment Breakdown

RECOMMENDATION:

It is my recommendation to award the 2023 Water Crossing CIPP project to Visu-Sewer for the amount of \$290,174.00 and also approve a ten percent contingency of \$29,017.40 for a grand total of \$319,191.40. This dollar amount exceeds the budgeted line item 60-180-183-3140 (Interceptor Mains and Accessories) by \$49,191.40. It is my recommendation to use the \$270,000 budgeted in 60-180-183-3140 and offset the remaining \$49,191.40 from 60-180-182-3110 Collection System I/I Capital Projects and forward a positive recommendation to the Village Board for the amount not to exceed \$319,191.40.

ACTION BY Committee:

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 of Germantown GIS

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1 = 296'



Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700

Print Date: 6/14/2023

	Line Segment	Length (l.f.)	Diameter	Condition	Access Location	Material
1	SA223-040_SA363-043	276	30	Good	Easement Western Ave.	IV RCP
2	SA223-049_SA223-053	348	30	Good	Easement Division Road	IV RCP
3	SA223-053_SA223-054	152	30	Good	Easement Division Road	IV RCP
4	SA223-059_SA223-053	310	15	Good	Easement Division Road	RCP
5	SA223-074_SA223-069	122	10	Fair	Easement Driftwood CT.	VCP
6	SA223-069_SA223-062	340	12	Fair	Easement Driftwood CT.	VCP
	TOTALS	1548				

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: August 7, 2023

PLACEMENT: Resolution

ITEM TITLE: Eric and Ashley Evans, W130 N11622 Harvest Ridge, Lot 1 in Harvest Hills Subdivision. Subdivision Plat Amendment to revise the Elm Lane access restriction to allow a driveway on Elm Lane.

NOTE: AT THE REQUEST OF THE PROPERTY OWNER, THIS ITEM WILL BE POSTPONED TO THE AUGUST 21, 2023 VILLAGE BOARD MEETING

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

SUMMARY EXPLANATION:

NOTE: This item is being brought back to the Village Board for further consideration and action as a result of a favorable vote (on July 17) to reconsider the Board's previous action (on June 19) to DENY this request (motion to approve the request failed on a vote of 4-4).

The property owners are requesting an amendment to the Harvest Hills subdivision plat to revise the access restriction prohibiting access to Elm Lane and to allow a new residential driveway for Lot 1 to Elm Lane located in the Harvest Hills Subdivision. The owners cite a number of reasons they feel justify their request, including:

1. A driveway on Harvest Ridge would be closer to the intersection;
2. Visibility on Elm Lane is different for westbound traffic on Elm Lane;
3. Common practice to install a driveway on the "high side" of a lot for grading purposes;
4. A driveway on Elm Lane would be "flatter" with a 2.9% slope vs. on Harvest Ridge with a 9.7% slope;
5. Harvest Hills Subdivision HOA deed restrictions require garages to be located on the side of the lot with the highest elevation and in compliance with the master grading plan.

The Subdivision Code contains general standards for subdivision design that require residential lots to access internal or "local" subdivision roads when possible and avoid direct access to "collector" and "arterial" roads that serve a higher function (i.e. "through traffic" vs. local access traffic). Although Elm Lane does not currently extend west and connect Wasaukee Road to Country Aire Drive, that possibility still exists. If Elm Lane is eventually extended and the connection completed from Country Aire to Wasaukee Road, Elm Lane would likely be considered the "collector" road and Harvest Ridge a "local" access road. For these reasons, direct access to Elm Lane is prohibited from lots in the Harvest Hills subdivision. That was a decision made by the Village before the developer prepared its HOA restrictions and before and without regard to what a future

lot owner might prefer.

In staff's opinion, the owners justifications are not necessarily critical or disqualifying with respect to a driveway on Harvest Ridge, particularly if one assumes that the owner of a lot should first consider the "lay of the land" and any access or other restrictions before choosing a lot and designing their house plan (and not the other way around). The amount of visibility distance and time to see a driveway on Elm Lane for westbound traffic would certainly be greater than a driveway on Harvest Ridge. Similarly, a driveway on Harvest Ridge would have greater visibility and distance to see and react to southbound traffic on Harvest Ridge... this argument is truly one of those "six of one, half dozen of the other" arguments. Similarly, a driveway on Elm Lane appears to have a "flatter" less steep slope (2.9%), but the apparent driveway slope for a driveway on Harvest Ridge (9.7%) is within an acceptable range for a safe driveway (typically maximum not to exceed 12-15%). The justification given simply supports what the owners want vs. proving that the access restriction creates a less safe situation.

With that said, the Public Works Director, Larry Ratayczak, supports the request:

"Looking at the requirement from a traffic safety viewpoint and the location of the proposed driveway at the eastern side of the parcel, I felt the driveway on Elm Lane poses less risk to traffic than a driveway on Harvest Ridge. I feel this way because the intersection of Harvest Ridge and Elm Lane is not a "T" intersection... but a long radius curve where drivers [are not required] to make the turn. Thus, the driveway on Elm Lane has a better vision of vehicles traveling through the intersection. Also, if a driveway is installed on Harvest Ridge opposite...the driveway... for Lot #37 [on the west side of Harvest Ridge]...that would be very dangerous".

ATTACHMENT:

1. RESOLUTION 09-2023-Evans-Access Restriction Release-6-19-23-FINAL
2. Evans Plat Amendment PC 6-12-23
3. Draft PC Minutes 6-12-23 Evans

RECOMMENDATION:

Plan Commission recommendation: **APPROVE** the request (4-3 vote in favor) to revise the Elm Lane access restriction on the Harvest Hills subdivision plat that prohibits driveway access to Elm Lane and to allow a new residential driveway to Elm Lane from Lot 1 in the Harvest Hills Subdivision subject to the following conditions:

1. The nearest point of the driveway shall be located not closer than 120 feet from the Elm Lane @ Harvest Ridge intersection as shown on the plat of survey submitted by the property owner.

ACTION BY Committee:

Motion to **APPROVE** the request and allow a driveway to Elm Lane from Lot 1 passed on a 4-3 vote. See June 12, 2023 PC meeting minutes in meeting packet.

RESOLUTION NO. 09-2023

RESOLUTION RELEASING THE ELM LANE ACCESS RESTRICTION
SHOWN ON THE HARVEST HILLS SUBDIVISION PLAT FOR LOT 1

WHEREAS, the Harvest Hills Subdivision Plat contains an access restriction that prohibits access to Elm Lane from the lots in the Harvest Hills Subdivision plat for the purpose for protecting the public and preserving the traffic mobility function of Elm Lane; and

WHEREAS, the Village of Germantown Village Board is the authority responsible for approving the Harvest Hills Subdivision Plat and the entity that has the right and responsibility to enforce the Elm Lane access restriction contained therein; and

WHEREAS, Eric and Ashley Evans, the owners of Lot 1 having Parcel ID Number GTNV241-021, have requested that the Village not enforce this access restriction in order that may construct a driveway from Lot 1 to Elm Lane (vs. the required driveway location on Harvest Ridge) as shown on Exhibit A attached hereto ; and

WHEREAS, the owners have submitted information to support their request that concludes a driveway to Elm Lane would meet the requirements of the Harvest Hills Homeowner's Association covenants and be safer than a driveway on Harvest Ridge for the owners and the general public traveling on Elm Lane and Harvest Ridge; and

WHEREAS, the Director of the Village Public Works Department has expressed his support for the request indicating that a driveway on Elm Lane would be safer than a driveway on Harvest Ridge; and

WHEREAS, the Village Plan Commission did, following a 4-3 vote in favor of a motion to approve the request to release the access restriction, recommend to the Village Board that the access restriction be released for Lot 1 (and not for any other lots in the subdivision) with a requirement that a driveway from Lot 1 to Elm Lane be located a distance not less than 120 feet to the Harvest Ridge @ Elm Lane intersection as shown on Exhibit A; and

WHEREAS, the Wisconsin State Platting Manual, prepared and adopted by the Wisconsin Department of Administration as a guide to the platting regulations under Wis. Stats. 236, indicates that the authority responsible for approving a subdivision plat may need to release a plat restriction provided that such release is executed in writing by the entity that has the right of enforcement of said restriction;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, does hereby release the access restriction prohibiting access to Elm Lane and will allow driveway access from Lot 1 to Elm Lane as shown on the attached Exhibit A.

Introduced by Trustee _____, at the Village Board Meeting of the Village of Germantown on June 19, 2023.

Adopted on: June 19, 2023

Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Erin Hirn, Interim Village Clerk

This is to certify that the foregoing resolution was adopted by the Village Board of the Village of Germantown, Wisconsin, at a meeting held on the 19th day of June, 2023.

Published: _____, 2023

Erin Hirn, Interim Village Clerk

OFFICE OF THE VILLAGE CLERK
Germantown Village Hall
N112 W17001 Mequon Rd.
Germantown, WI 53092

I hereby certify that this document is a true and correct copy of Resolution No. xx-2023, adopted by the Village Board of the Village of Germantown, Washington County, Wisconsin, at a meeting of said Village Board on the 19th day of June, 2023.

Erin Hirn, Interim Village Clerk

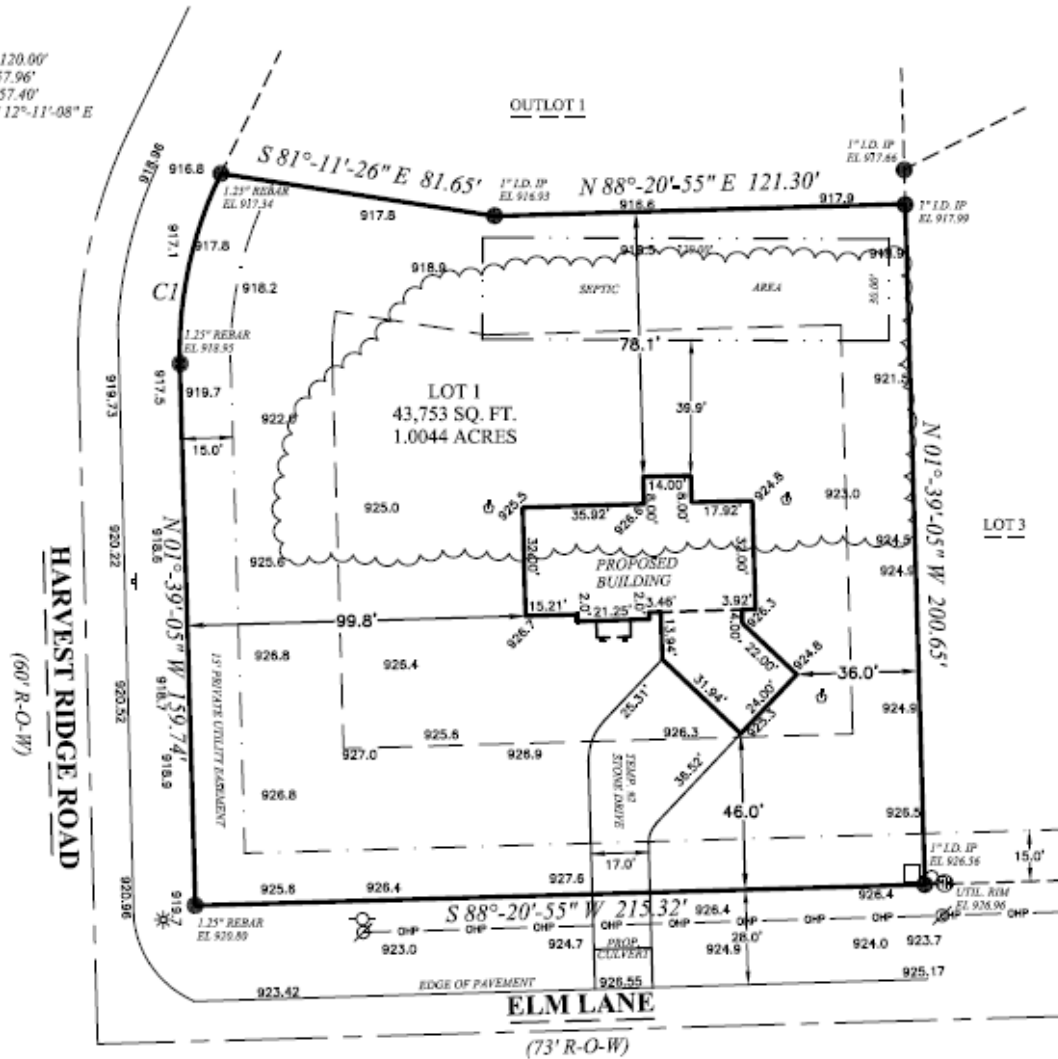
This Document drafted by:
Jeffrey W. Retzlaff, AICP
Village Planner & Community Development Director

EXHIBIT A TO RESOLUTION NO. 09-2023

FOR LOT 1 OF HARVEST HILLS, AND BEING A PART OF THE SW 1/4 OF THE
NORTHEAST QUARTER OF SECTION 24, TOWN 9 NORTH, RANGE 20 EAST,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

NOTE:
HARVEST HILLS SUBDIVISION PLAT STATES "NO VEHICULAR ACCESS" FROM ELM LANE
ACCESS WAS ALLOWED BY THE VILLAGE OF GERMANTOWN PER OWNER OF LOT 1

CI
RAD. = 120.00'
ARC = 57.96'
CHD = 57.40'
C.B. = N 12°-11'-08" E



SUBDIVISION PLAT AMENDMENT

6/12/23 Plan Commission Meeting

Eric & Ashley Evans

Planning & Zoning Report

Germantown, Wisconsin

Summary

Eric & Ashley Evans, property owners, are requesting an amendment to the Harvest Hills subdivision plat to revise the access restriction prohibiting access to Elm Lane and to allow a new residential driveway for Lot 1 to Elm Lane located at W130 N11622 Harvest Ridge in the Harvest Hills Subdivision.

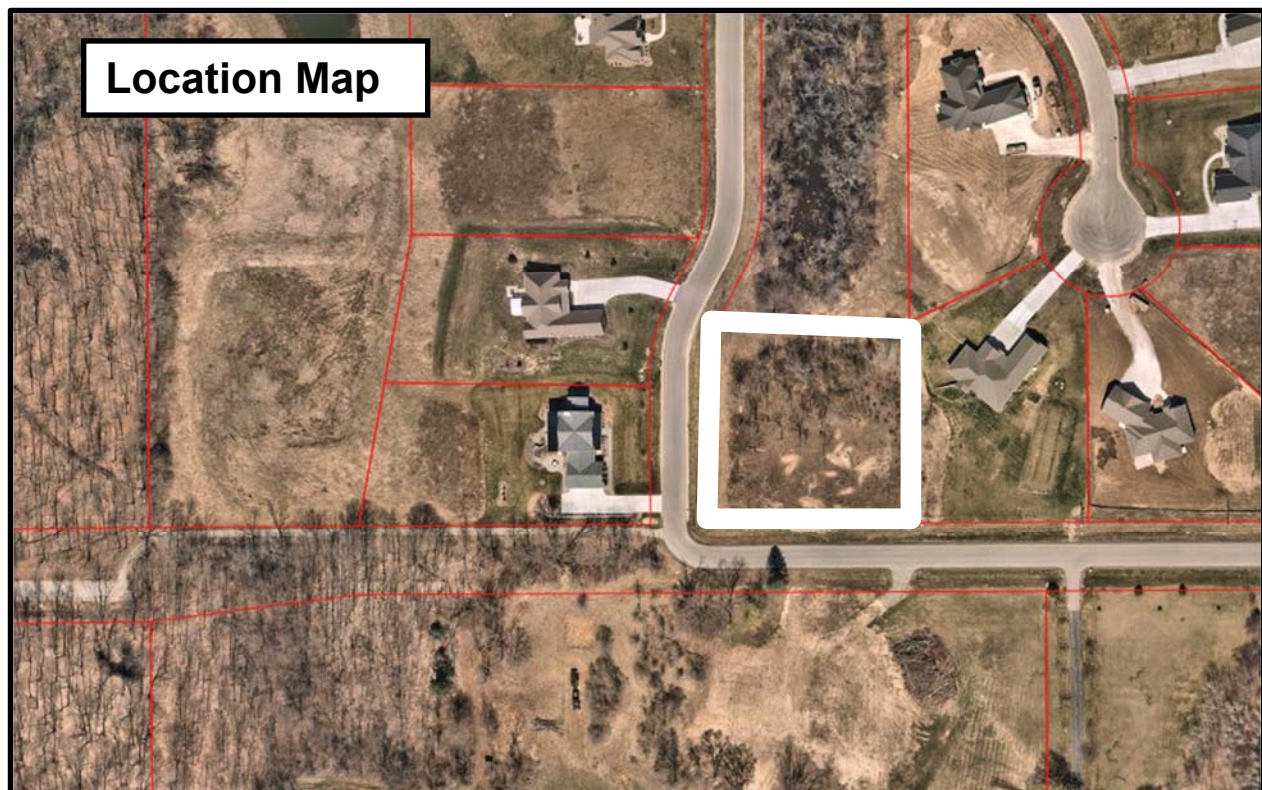
Location: W130 N11622 Harvest Ridge (address subject to change)

Agent/

Property Owners: Eric & Ashley Evans
W130 N11622 Harvest Ridge
Germantown, WI 53022

Zoning: Rs-3 Single-Family Residential

Adjacent Land Uses		Zoning
North	Single-family Residential	Rs-3
South	Single-family Residential	Rs-1
East	Single-family Residential	Rs-3
West	Single-family Residential	Rs-3



Background/Proposal

Eric & Ashley Evans, property owners, are requesting an amendment to the Harvest Hills subdivision plat to revise the access restriction prohibiting access to Elm Lane and to allow a new residential driveway for Lot 1 to Elm Lane located at W130 N11622 Harvest Ridge in the Harvest Hills Subdivision.

As indicated in their supporting information, the owners are requesting that the Village revise the subdivision plat by removing the access restriction that prohibits direct access to Elm Lane from lots in the subdivision to allow their lot (Lot 1) an access driveway to Elm Lane.

The owners cite a number of reasons justifying their request, including:

1. A driveway on Harvest Ridge would be closer to the intersection;
2. Visibility on Elm Lane is different for westbound traffic on Elm Lane;
3. Common practice to install a driveway on the “high side” of a lot for grading purposes;
4. A driveway on Elm Lane would be “flatter” with a 2.9% slope vs. on Harvest Ridge with a 9.7% slope;
5. Harvest Hills Subdivision HOA deed restrictions require garages to be located on the side of the lot with the highest elevation and in compliance with the master grading plan.

Staff Comments

The Village’s Subdivision code contains general standards for subdivision design that typically require residential lots to access internal or “local” subdivision roads when possible and avoid direct access to “collector” and “arterial” roads that serve a higher function serving “through-traffic”. Although Elm Lane does not connect Wasaukee Road to Country Aire Drive, that possibility still exists. If Elm Lane was to be completed from Country Aire to Wasaukee Road, Elm Lane would likely be considered the “collector” road and Harvest Ridge a “local” access road. For these reasons, direct access from the lots to Elm Lane is prohibited in the Harvest Hills subdivision. That was a decision made by the Village without regard to what the developer or future lot owners might prefer.

With respect to the owner’s justification summarized above, the reasons given are not necessarily critical or disqualifying with respect to a driveway on Harvest Ridge, particularly if one assumes that the owner of a lot should consider the “lay of the land” and any restrictions before designing their house plan vs. picking a house plan first and then figuring out how to make it fit on the lot. The amount of visibility distance and time to see a driveway on Elm Lane for westbound traffic would certainly be greater than a driveway on Harvest Ridge. Similarly, a driveway on Harvest Ridge would have greater visibility distance and time for southbound traffic on Harvest Ridge... this argument is one of those “six of one, half dozen of the other” situations. Yes, a driveway on Elm Lane appears to have a “flatter” less steep slope (2.9%), but the apparent driveway slope for a driveway on Harvest Ridge (9.7%) is still within an acceptable range (typically maximum not to exceed 12-15%).

With that said, the Public Works Director, Larry Ratayczak, has indicated the following:

"Looking at the requirement from a traffic safety viewpoint and the location of the proposed driveway at the eastern side of the parcel, I felt the driveway on Elm Lane poses less risk to traffic than a driveway on Harvest Ridge. I feel this way because the intersection of Harvest Ridge and Elm Lane is not a "T" intersection... but a long radius curve where drivers [are not required] to make the turn. Thus, the driveway on Elm Lane has better vision of vehicles traveling through the intersection. Also, if a driveway is installed on Harvest Ridge opposite...the driveway... for Lot #37 [on the west side of Harvest Ridge]...that would be very dangerous".

For this reason, Public Works Department Staff support the request, but recommend that the restriction be revised to only allow Lot 1 direct access to Elm Lane (and not any of the other subdivision lots that already have access to another internal road in the subdivision).

In terms of processing, the Village Board is required to consider the Plan Commission's recommendation and make a final decision to grant (or not) the request. If granted, a separate document will be prepared and recorded that either eliminates the access restriction as it applies to the Evans parcel (Lot 1) or indicates that the Village intends to not enforce the restriction for the reasons stated therein.

VILLAGE STAFF RECOMMENDATION

APPROVE the request to revise the Elm Lane access restriction on the Harvest Hills subdivision plat that prohibits driveway access to Elm Lane and to allow a new residential driveway to Elm Lane from Lot 1 in the Harvest Hills Subdivision subject to the following conditions:

1. The nearest point of the driveway shall be located not closer than 120 feet from the Elm Lane @ Harvest Ridge intersection as shown on the plat of survey submitted by the property owner.



Fee must accompany application
Preliminary & Final Plat Fees Combined

Under 10 lots \$4,575	☐
11-25 lots \$5,600	☐
26-50 lots \$6,625	☐
Over 51 lots \$7,650	☐

SUBDIVISION PLAT APPLICATION

Pursuant to Section 18.04 and 18.05 of the Municipal Code

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

1 APPLICANT OR AGENT

Eric and Ashley Evans

N68W13337 Ranch Rd

Menomonee Falls, WI 53051

Phone (262) 239-5422

Fax ()

E-Mail evans5eric@gmail.com

PROPERTY OWNER

Eric and Ashley Evans

W130N11622 Harvest Ridge

Germantown, WI 53022

Phone (262) 239-5422

evans5eric@gmail.com

2 PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER(S)

W130N11622 Harvest Ridge

GTNV-241021

3 READ AND INITIAL THE FOLLOWING:

- X I understand that the Subdivision Plat is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.
- X If technical corrections to the Plat are required, I understand that the document will not be recorded until all corrections are made and approved by the Village.
- X I understand that all applicable impact fees must be paid prior to recording. Failure to pay fees will delay recording and may ultimately result in the revocation of Village approval. I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.
- X I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.
- X I understand that a Developer's Agreement will be required prior to recording of the plat.

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

Applicant

4-26-23

Date

Owner

4-26-23

Date

To the Office of Community Development,

As the owners of Lot 1, we would like to petition for a revision to be made to the plat survey of the Harvest Hills Subdivision. Currently the survey shows no vehicular access to Elm Lane which is where we are proposing to place our driveway. Since Elm Lane is a 25 mph road, traffic safety concerns don't appear to be an issue. We understand that the plat survey was drawn as it was due to the cul de sac for Lots 3 and 4, but for our particular lot, we believe that the best placement for the driveway is on Elm Lane for the following reasons:

- 1) In a scenario where the driveway would be on Harvest Ridge, the location of that driveway would be closer to the corner and the steeper slope area of the lot. This is because the approved septic location for our lot and required setbacks for drainage would push the home placement closer to Elm Lane. I have included a sketch for your reference.
- 2) Visibility is different on Elm Lane than on Harvest Ridge. Westbound traffic, which is closer to the lot, has a longer opportunity to see the driveway coming up if it is on Elm Lane which is safer for our family and our children. If the driveway is on Harvest Ridge, vehicles will come up to the driveway very quickly, which will be steeper and more likely to have kids' toys, balls, bikes, etc. coming onto the road.
- 3) It is common practice to place the driveway on the high side of a lot which would only be possible with a home and driveway placement on Elm Lane. It minimizes steps in the garage and front porch and makes grading easier with lower slopes around the house.
- 4) Our proposed location for the driveway on Elm Lane is also significantly flatter than Harvest Ridge Lane. The slope coming off of Harvest Ridge Lane would be 9.7% to the pavement. In comparison, the slope of our proposed location on Elm Lane would be 2.9% to the pavement. We have sketches of each scenario included for your reference.
- 5) According to our HOA covenants (as shown below), "garages must be located on the side of the lot which has the highest elevation." In this case, the ideal location for the driveway and garage would be located on Elm Lane.

3.6 Garage and Driveway.

(a) Each Dwelling on a Lot shall have a garage of not less than three (3) cars attached to the Dwelling. Garage entrances must be located on a side of the Dwelling which does not face the street fronting the Lot, except in the case of a Lot bordered by two streets, in which case, the garage entrance must be located on the side of the Dwelling which does not contain the front entrance. Garages must be located on the side of the Lot which has the highest elevation, except as permitted by the ACC. Garages must be constructed at the time of construction of the Dwelling and all exterior features must be completed prior to occupancy of the Dwelling.

The HOA covenants (as shown below) also state that the master grading plan is to be followed and no deviations are allowed without the approval of the Village and ACC.

3.14 Grade Plan. A Master Grading Plan has been prepared by the Developer's engineer designating the manner in which each Lot shall drain in relation to all other Lots in the Subdivision and designating the grade elevation of the Dwellings to be constructed thereon. A copy of this Plan is on file in the office of the Building Inspector at the Village. At the time a building permit is requested, the grade elevation of said Dwelling shall be obtained from the Building Inspector and the Dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Village and ACC. Within thirty (30) days after substantial completion of a Dwelling on any Lot in the Subdivision, the Lot Owner shall grade the Lot to conform to said Master Grading Plan and from that time forward, nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with said Plan. It is the responsibility of the Lot Owner or Lot Owner's builder to determine the

Dwelling's exposure and if such grade is in compliance with the Master Grading Plan. Changes or deviations from the Plan need approval from the Village and ACC.

We look forward to having this request reviewed. We had initially received approval from our HOA board via email on March 17 to place our driveway on Elm Lane, however we understand that further approval by the Village is needed.

Thank you,

Eric and Ashley Evans
P: 262-293-5422
E: evans5eric@gmail.com

Harvest Hills Subdivision

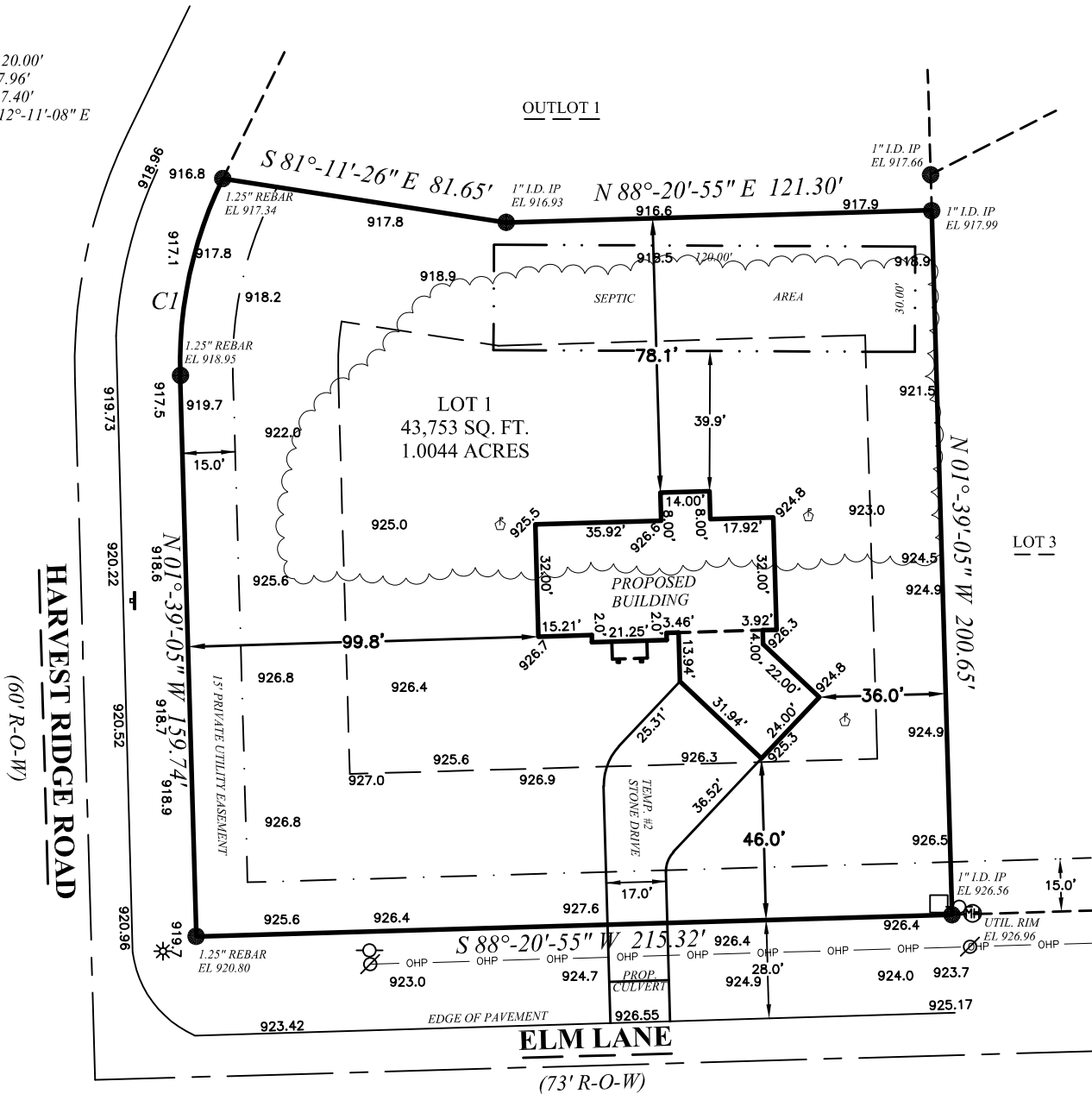
Architectural Control Committee

Homeowner:	Lot:	Requirements Met	
Minimum Square Footage: - One Story – 2,300 square feet - More than one story – 2,700 square feet (minimum of 1,350 square feet on first floor)	Plans Submitted (dated 2/23 / 23) Plans show - one story 2,328	Yes X	No ☐
Minimum Required Setbacks: - Front Setback – 45 feet - Rear Setback – 35 feet - Side Setback – 20 feet (Certain Lots within the cul-de-sacs may require greater minimum front setbacks. See final plat.)	Plans Submitted (dated / /) survey submitted 3/29/2023 - Front - 46' - Rear- 78.1' - Side - right 36' left 99.8'	Yes X	No ☐
Exterior Building Materials: - Brick, stone, stucco, cedar, Hardi-Plank, LP Smartside (no metal or vinyl) 50% of front shall be brick, stone or stucco	Plans Submitted - LP Smartside; Lap Siding, Board and Batton & Trim 50% stone - Cedar porch post trim - LP Smart Trim fascia and soffit	Yes X	No ☐
Shingles - Natural or dimensional roof shingles - Note color and style	Plans Submitted dimensional, Onyx Black, Owens Corning - Duration	Yes X	No ☐
Roof Pitch 8/12 pitch	Plans Submitted 12/12, 10/12	Yes X	No ☐
Exterior Feature Reminders	- Village required street trees along the roads, planted by Developer, may not be cut down. If tree is in the way, lot owner is responsible for relocating tree. - Lamppost installed prior to occupancy, but no later than 9 months after occupancy permit issuance - Landscaping – shall install at least 3 deciduous trees within 12 months of occupancy permit issuance		
Comments or objections	front porch roof; Standing Seam Metal Roof, black. HOA BOARD APPROVED		
Architectural Control Committee Harvest Hills HOA Board	Developer		
Date: 4/24/2023	Approved X	Not Approved ☐	

FOR LOT 1 OF HARVEST HILLS, AND BEING A PART OF THE SW 1/4 OF THE
NORTHEAST QUARTER OF SECTION 24, TOWN 9 NORTH, RANGE 20 EAST,
VILLAGE OF GERMANTOWN, WISCONSIN.

NOTE:
HARVEST HILLS SUBDIVISION PLAT STATES "NO VEHICULAR ACCESS" FROM ELM LANE
ACCESS WAS ALLOWED BY THE VILLAGE OF GERMANTOWN PER OWNER OF LOT 1

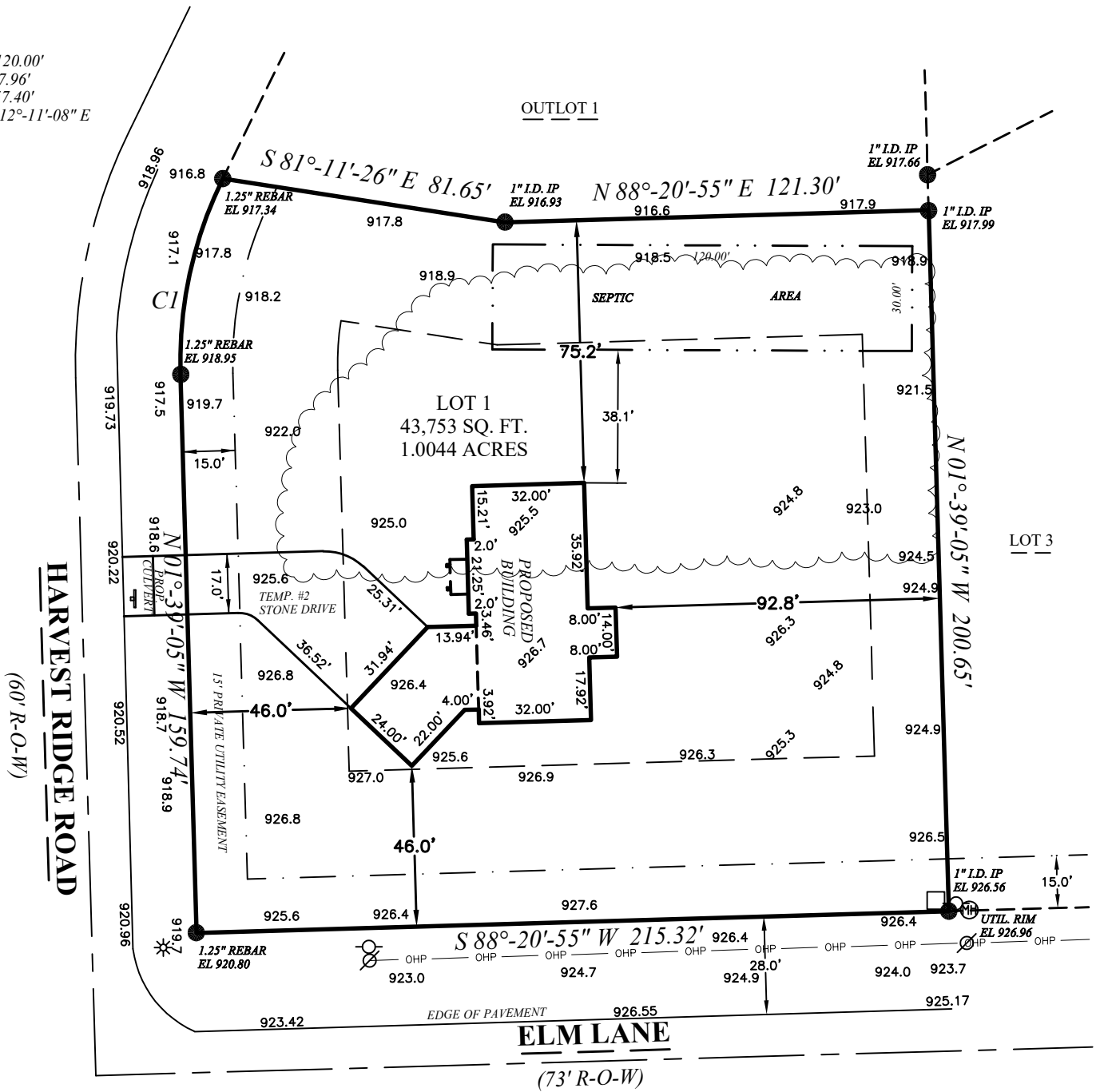
CI
RAD. = 120.00'
ARC = 57.96'
CHD = 57.40'
C.B. = N 12°-11'-08" E



PROPOSED TOP OF FOUNDATION: 929.17
PROPOSED GARAGE FLOOR EL.: 928.67
PROPOSED FINAL YARD GRADE: 928.50
PROPOSED EXPOSED YARD GRADE: 923.50
PROPOSED TOP OF FOOTING: 920.17
DRIVEWAY SLOPE: 2.9 % TO PAVEMENT
(ASSUMING 9' WALL- CHECK PLAN)

IF THE SURVEYOR'S SEAL IS NOT
WET STAMPED IN RED AND SIGNED
IN OPPOSABLE INK, THE PLAT IS
A COPY THAT SHOULD BE ASSUMED
TO CONTAIN UN-AUTHORIZED ALT-
ERATIONS. THE CERTIFICATION ON
ON THIS DOCUMENT DOES NOT APPLY

C1
 RAD. = 120.00'
 ARC = 57.96'
 CHD = 57.40'
 C.B. = N 12°-11'-08" E



PROPOSED TOP OF FOUNDATION: 929.17
 PROPOSED GARAGE FLOOR EL: 928.67
 PROPOSED FINAL YARD GRADE: 928.50
 PROPOSED EXPOSED YARD GRADE: 923.50
 PROPOSED TOP OF FOOTING: 920.17
 DRIVEWAY SLOPE: 9.7 % TO PAVEMENT
 (ASSUMING 9' WALL- CHECK PLAN)

Declaration

Document Number

Document Title

Document # **1478619**
WASHINGTON COUNTY WISCONSIN
2019-08-28 9:47:00 AM

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **\$30.00**

Pages: 14

Recording Area

14

Name and Return Address

Harvest Hills Subdivision LLC
3955 Hawks Ridge Drive
Hubertus WI 53033

Parcel Identification Number (PIN)

Drafted by - Shari Waggoner

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HARVEST HILLS SUBDIVISION**

This Declaration is made this 22nd day of August 2019, by Harvest Hills Subdivision LLC, a Wisconsin Limited Liability Company, hereinafter referred to as "Developer."

RECITALS

WHEREAS, DEVELOPER owns all the land which has been platted as "Harvest Hills", a Subdivision located in the Village of Germantown, consisting of thirty-seven (37) residential single-family Lots, excluding Lot 38, which is not bound to or required to follow this Declaration of covenants, conditions and restrictions and

WHEREAS, DEVELOPER desires to subject Harvest Hills Subdivision, excluding Lot 38, to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, for the benefit of said Subdivision and for the benefit of each Lot Owner in said Subdivision,

NOW, THEREFORE, DEVELOPER HEREBY DECLARES the real property hereafter described in Article 2 herein shall be used, held, transferred, sold, conveyed subject to the conditions set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof as covenants running with the land and shall apply to and bind all successors in interest and any Owner thereof.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Architectural Control Committee. The "Architectural Control Committee" (ACC) shall mean the Committee referred to in Article 5 created under this Declaration.

1.2 Association. The "Association" shall mean the Harvest Hills Homeowners Association, Inc., the Members of which shall be all Lot Owners in the Subdivision.

1.3 Board. The "Board" shall mean the Board of Directors of the Harvest Hills Homeowners Association, Inc. governed by this Declaration and the Bylaws of the Association.

1.4 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.5 Developer. The "Developer" shall mean Harvest Hills Subdivision LLC, a Wisconsin Limited Liability Company, as well as any Successor-Developer. Developer hereby expressly reserves the right to appoint, in writing, a third party to act as its agent to carry out Developer's duties and responsibilities.

1.6 Dwelling. A "Dwelling" shall be defined as such structure or structures as are permitted for human use and habitation pursuant to this Declaration.

1.7 Harvest Hills Documents. "Harvest Hills Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

1.8 Lot. "Lot" shall mean a platted Lot intended for construction of a Dwelling as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term "Lot" does not include any platted Outlot or Lot 38.

1.9 Member. A "Member" shall be that individual that is identified as having the right to vote on behalf of a Lot at any Association meeting.

1.10 Occupant. "Occupant" shall mean the Owner and any other person residing on a Lot.

1.11 Outlot. "Outlot" shall mean an Outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.

1.12 Owner. "Owner" shall mean each fee simple Owner of a Lot. The Developer shall be considered an Owner with respect to any Lots to which it holds title.

1.13 Plat. The "Plat" is the Plat of the Property identified as Harvest Hills as recorded in the Register of Deeds for Washington County, Wisconsin.

1.14 Subdivision. "Subdivision" shall mean all the Lots and Outlots as shown on the Plat.

1.15 Successor-Developer. "Successor Developer" shall mean any person, corporation, partnership or other entity to which Developer expressly assigns or otherwise transfers his rights and obligations hereunder, or any Successor to the Developer by operation of law.

1.16 Village. "Village" shall mean the Village of Germantown, and its successors.

ARTICLE 2. PROPERTY

2.1 Property Subject to this Declaration. The "Property" shall consist of all the lands which Developer has included in the Plat of Harvest Hills, excluding Lot 38, as described in Exhibit "A" and subjected to this Declaration, and all Dwellings and other improvements constructed or to be constructed thereon.

ARTICLE 3. PURPOSE AND CONDITIONS

3.1 General Purpose. The general purpose of this Declaration is to help assure the Subdivision will become and remain an attractive residential community; to preserve and maintain the natural beauty of the property, maintain high aesthetic standards for all improvements, as well as the natural beauty of certain open spaces; to protect Owners of each Lot against such use of surrounding Lots that would detract from the residential value of their property; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of Lots in the Subdivision; to secure and maintain spatial relationship of buildings, structures, other improvements and Lot lines; and to otherwise secure mutual enjoyment of benefits for Owners and Occupants of residential property within the Subdivision.

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Committee for the granting of final approval.

3.2 Suitability. Developer makes no representation or warranty, express or implied, regarding the physical condition of any Lot being fit for any particular purpose or Owners proposed use, including but not limited to, building exposures, subsoils, or grade. Developer recommends, but does not require, Owner utilize a properly licensed architect and/or builder in any construction.

3.3 Single-Family Lots. No Lot shall be used except for single-family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any such Lot other than one detached, single-family home, not exceeding two and one-half stories in height with an attached private garage for not less than three (3) cars and an optional additional detached garage per Section 3.6(c). No Lot may be subdivided.

3.4 Minimum Home Size Requirements.

(a) Only one single-family home may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

<u>Dwelling Type</u>	<u>Minimum Size</u>
One story	2,300 square feet
More than one story	2,700 square feet (minimum of 1,350 square feet on the first floor)

(b) For purposes hereof, "more than one story" includes homes referred to as one and a half story, two story, split level or bi-level. The type of Dwelling and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch, or patio areas in the computation.

3.5 Building Setbacks. The Subdivision is zoned RS-3. As such, the minimum building setbacks are as follows:

Front Setback: Forty-five (45) feet
Side Setback: Twenty (20) feet
Rear Setback: Thirty-five (35) feet

Certain Lots within the cul-de-sacs require a greater minimum front setback. The Final Plat states the required minimum front setback for these Lots.

Any variation from these requirements shall be permitted only upon the approval of the ACC and the Village of Germantown.

3.6 Garage and Driveway.

(a) Each Dwelling on a Lot shall have a garage of not less than three (3) cars attached to the Dwelling. Garage entrances must be located on a side of the Dwelling which does not face the street fronting the Lot, except in the case of a Lot bordered by two streets, in which case, the garage entrance must be located on the side of the Dwelling which does not contain the front entrance. Garages must be located on the side of the Lot which has the highest elevation, except as permitted by the ACC. Garages must be constructed at the time of construction of the Dwelling and all exterior features must be completed prior to occupancy of the Dwelling.

(b) The garage shall be connected to the street by a properly surfaced concrete, asphalt, or brick driveway. Said driveway shall be installed and completed within one (1) year from the date of issuance of the occupancy permit.

(c) In addition to the attached garage, an additional detached garage may be permitted by the ACC, provided the following requirements have been satisfied:

- (1) The garage shall have a minimum of two stalls
- (2) The maximum square footage shall be no greater than 960 square feet
- (3) Door openings and all overhead doors shall not exceed ten (10) feet in height
- (4) Color and building materials shall be consistent with the Dwelling on the Lot
- (5) Underground electric shall be required for all detached garages
- (6) No lean-to or carports of any nature shall be permitted

- (7) The garage must be connected to the driveway
- (8) No more than one detached garage may be permitted

(d) Storage sheds, garden houses, or similar outbuildings are not permitted.

3.7 Commencement and Completion. All Dwellings shall be completed and ready for occupancy within one (1) year from the date ground is broken.

3.8 Exterior Features.

(a) Exterior materials shall be of brick or stone, stucco, cedar, Hardi-Plank siding, LP Smartside, or a combination. No metal or vinyl siding shall be permitted. All exposed basement or foundation walls shall be covered with brick, stone, stucco, or siding consistent with other material used on the Dwelling. Not less than fifty percent (50%) of the front of the Dwelling shall be constructed of brick, stone or stucco. All exterior masonry materials shall terminate only at an inside corner or other suitable break in the architecture as approved by the ACC.

(b) All roof designs shall be subject to the approval of the ACC. Roof shall be a minimum 8/12 pitch or greater. Natural or dimensional roofing shingles are required.

(c) The design, layout and exterior appearances of each Dwelling proposed to be erected, altered or modified shall be such that, in the opinion of the ACC at the time of approval of the building plans, the Dwelling will be of high quality and shall have no (substantial) adverse effect upon property values within the subdivision.

(d) The proposed color schemes for the Dwelling to be erected, altered or modified shall be submitted to the ACC for approval prior to painting and staining. It shall be the aim of the ACC to harmonize colors for not only the proposed Dwelling, but to consider the effect of these colors and materials as they relate to other Dwellings.

(e) No solar panels, antennas, dishes or similar devices shall be erected, installed or used unless presented in drawings and approved by the ACC which may condition its approval on adequate screening from the front street and neighbors. Drawings should show size and location of any device as well as appropriate screening.

3.9 Mailboxes and Lampposts. Lot Owners shall install a front lamppost that is in conformance with Section 18.08(12) of the Village of Germantown Municipal Code. The code requires a lamppost be placed on each Lot at the time of finish grade within ten (10) feet of the access street right-of-way and aligned with the front entrance or walkway of the Dwelling. The lamppost shall be installed prior to occupancy of the Dwelling but no later than nine (9) months from the date of occupancy. In order to maintain uniformity of appearance, the Owner of each Lot shall purchase identical lampposts from the Developer at the time of the closing of the Lot. The cost will be charged to the Lot Owner on the settlement statement at closing. The lamppost shall be installed and maintained by the Lot Owner as directed by the Developer or the ACC. The lamppost shall be controlled by a photoelectric eye so the lamppost is illuminated during night-time hours.

Lot Owners shall install a mailbox and mailbox support of good quality. Mailbox must be metal and dark bronze or black in color. Mailbox and mailbox support must match. No wood or plastic mailboxes or mailbox supports are permitted. Each Lot Owner shall maintain the mailbox and mailbox support in good and working condition and replace it when necessary. Lot Owners shall replace light bulbs and properly maintain lampposts and mailboxes as necessary. In the event the Lot Owner fails to maintain the mailbox or lamppost, maintenance of the mailbox or lamppost may, after fifteen (15) days written notice to the Lot Owner, be performed by the Developer or the Association and the cost of such maintenance shall be charged to the Lot Owner as a special assessment.

3.10 Swimming Pools. Only in-ground swimming pools are permitted and must be installed in accordance with Village requirements. Hot tubs and spas shall be allowed and must be installed in accordance with Village requirements. A single tennis court is allowed on each Lot and must be installed in accordance with Village requirements. All swimming pools, tennis courts, hot tubs and spas must be approved in advance of construction by the ACC. Plans shall denote necessary setbacks, landscape treatment and fencing proposed.

3.11 Landscaping.

(a) Lots shall be seeded or sodded no later than six (6) months from Owners date of occupancy, weather permitting, and landscaping, including installation of at least three (3) deciduous trees with minimum caliper of two (2) inches, shall be completed no later than (12) months following the issuance of the occupancy permit of the dwelling, weather permitting.

(b) No plantings shall be permitted in the existing or proposed drainage swales.

(c) Landscaping plans do not require the approval of the ACC.

(d) In addition to the normal maintenance and mowing of lawn areas on a Lot, the Lot Owner shall also maintain the lawn, street trees, if any, and yard area in front of the Lot from the front property line to the back of the curb section or shoulder of the public roadway. The Lot Owner shall keep this area properly maintained and free of plantings, structures or debris.

3.12 Vision Corners. If applicable, the vision corner areas as identified on the final recorded Plat restrict the use of certain portions of the affected Lots. In the vision corner areas, no structure or improvement of any kind is permitted. No vegetation within the vision corner area may exceed thirty (30) inches in height. If the Owner of the Lot containing a vision corner shall fail to maintain the vision corner in accordance with this Article, the Association may, after fifteen (15) days written notice, perform any necessary maintenance and repair. The cost shall be charged to the Lot Owner as a special assessment.

3.13 Trees.

(a) Per the Village of Germantown Municipal Code, street trees were planted by the Developer every fifty (50) feet along the roadways within the Right-of-Way. Removal of any street tree is not permitted. Dwelling driveways shall avoid the street trees. If there is a significant conflict, relocation or replacement of the street tree by the Lot Owner and at the Lot Owner's expense may be approved by the ACC.

(b) No existing tree, with a diameter of six (6) inches or more at a height of four (4) feet from the ground, beyond ten (10) feet from the approved Dwelling location shall be moved, removed, or destroyed in anyway, other than upon prior, written approval of the ACC. All existing trees shall be protected during periods of construction and grading.

(c) No Lot Owner or agent thereof shall cut down or remove any trees, brush, or shrubs located within any Outlot as designated on the recorded Plat of Harvest Hills Subdivision.

3.14 Grade Plan. A Master Grading Plan has been prepared by the Developer's engineer designating the manner in which each Lot shall drain in relation to all other Lots in the Subdivision and designating the grade elevation of the Dwellings to be constructed thereon. A copy of this Plan is on file in the office of the Building Inspector at the Village. At the time a building permit is requested, the grade elevation of said Dwelling shall be obtained from the Building Inspector and the Dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Village and ACC. Within thirty (30) days after substantial completion of a Dwelling on any Lot in the Subdivision, the Lot Owner shall grade the Lot to conform to said Master Grading Plan and from that time forward, nothing shall be done which will impede or obstruct the flow of surface drainage water in accordance with said Plan. It is the responsibility of the Lot Owner or Lot Owner's builder to determine the

Dwelling's exposure and if such grade is in compliance with the Master Grading Plan. Changes or deviations from the Plan need approval from the Village and ACC.

3.15 Ground Fill on Building Site. Where fill is necessary on a Lot to obtain the proper topography and finished grade elevations, it shall be ground fill free of waste material that may emit odors or produce health hazards of any kind. All dumping of fill materials shall be leveled immediately upon completion of the Dwelling and shall be graded and contoured in accordance with the Master Grading Plan approved by and on file with the Village.

3.16 Construction Materials and Debris. No building or construction material shall be stored on any Lot outside of a Dwelling or garage, other than during periods of actual construction or remodeling and only for as long as may be necessary. It shall be the primary responsibility of the Lot Owner and the Lot Owner's builder to keep the Lot clean and free of debris and garbage during the period of construction. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale, or culvert. No Owner shall knowingly allow disposal of any waste building material, tree stumps, branches, tree trunks, or other material on any Lot or Outlot within the Subdivision. In the event the Lot Owner or the contractor shall fail in this responsibility, the Developer or Association shall have the right to perform the necessary cleanup or repairs and charge the construction deposit for any costs incurred as set forth in Article 3.29.

3.17 Utility Lines. All cable, telephone and electric service to any Dwelling on any Lot shall be from the underground utilities systems and no overhead service shall be provided or allowed.

3.18 Signs. No sign of any kind shall be placed or displayed to the public view on any Lot, except one professional sign of not more than six (6) square feet advertising the Dwelling for sale or signs used by a building contractor or by the Developer to advertise the property during the construction and sales period.

3.19 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except domesticated dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose nor in any unreasonable number or which may be contrary to applicable law. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. The pet must immediately and permanently be removed from the Property if, in the sole judgement of the Board, the pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant. Pit bulls or a mix including a pit bull breed are not permitted.

3.20 Nuisances.

(a) No noxious or offensive odor, activities or conditions shall be permitted to exist in, on or about any Dwelling or Lot, which may be, or may become, an annoyance or nuisance to the Subdivision or Lot Owners or Occupants. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

(b) Each Lot Owner shall perform periodic yard maintenance as may be necessary to keep the Lot neat and clean in appearance, including without limitation, the mowing of grass, removal of weeds, leaves and unsightly debris.

3.21 Patios and Balconies. Patios, decks and balconies on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, bicycles, strollers or wagons.

3.22 Fences and Walls. No fence or wall of any height shall be permitted on any Lot except upon the prior, written approval of the ACC, provided, however, that in no event, shall any proposed fence or wall be permitted to extend into the minimum setback lines specified in Article 3.5.

3.23 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC.

3.24 Off Road Vehicles/Recreation Vehicles. No off-road motorcycles, snowmobiles, dune buggies, or four-wheelers (ATVs) shall be operated on any Lot, Outlot, driveway, road, or any other land within the boundaries of the Subdivision. All recreational vehicles, including but not limited to, any and all motorcycles, snowmobiles, trail bikes, dune buggies, ATVs, boats, off-street motorized vehicles or recreation vehicles of any kind shall be stored in enclosed garages on the Lot and shall not be operated or stored on the Lot, driveway, parking area, open space or Common Area within the Subdivision, except for the necessary transportation of these vehicles to and from the Subdivision on the public street system.

3.25 Garbage and Disposal. No Lot shall be used or maintained as a dumping ground for trash, garbage or debris of any kind. All trash, garbage or waste materials shall be in sanitary containers either inside the garage or, when outside, in sanitary containers adjacent to the Dwelling, and suitably screened from view from streets and adjoining Lots. There shall be no burning or burial of any garbage, trash or debris at any time other than burning leaves and light brush if approved by the Board of the Association and conducted in compliance with all applicable laws and ordinances.

3.26 Retaining Walls. Retaining walls shall be subject to the regulation of the Village and must be approved in advance of construction by the ACC. No retaining wall shall be of concrete block or unfaced poured concrete.

3.27 Entrance Sign. The Developer has constructed a permanent entrance sign on Lot 18. The Developer hereby grants to the Association an easement to keep, maintain, and restore such sign in accordance with the requirements of this Declaration. Such easement shall preclude Lot Owners from interfering with, removing or altering such entrance signs. The Association shall landscape and perform all maintenance on the sign. The entrance sign shall be the property of the Association.

3.28 Construction Deposit. At the time of closing on a Lot, a construction deposit in the amount of two thousand dollars (\$2,000) shall be collected from the Lot Owner and held in escrow by the Association. This deposit is transferable to subsequent buyers of a Lot after the initial sale by the Developer. These funds are to insure compliance with the terms of this Declaration during the construction process. In the event a Lot Owner or contractor fails to comply with the terms of the Declaration during the construction process and the Developer or Association is required to repair or remedy the noncompliance or is charged or assessed by the Village for the same, the Developer or Association shall be entitled to deduct and retain from the construction deposit a sum sufficient to reimburse Developer or Association for the cost of such repair or remedy. In the event the Lot Owner or contractor fails to comply with the architectural or other requirements of the Declaration and the Developer or Association is required to retain an attorney to pursue enforcement, the Developer or Association shall be entitled to deduct and retain from the construction deposit a sum sufficient to reimburse the Developer or Association for all costs incurred with respect to the enforcement. In the event the construction deposit is not sufficient to reimburse the Developer or Association, the Lot Owner shall be liable to the Developer or Association for any excess and the deficiency shall constitute a lien on the Lot. In the event no deductions are made, or in the event there is a balance remaining after all deductions, the balance of the construction deposit shall be returned to the Lot Owner upon completion of the Dwelling construction, occupancy, and final landscaping.

ARTICLE 4. HOMEOWNERS ASSOCIATION

4.1 Purpose of the Association. The Developer has established the Harvest Hills Homeowners Association, Inc. ("Association") as a non-stock, non-profit corporation under Chapter 181 of the Wisconsin Statutes. Control of the Association shall be turned over to the Lot Owners, only after all the Lots in the Subdivision owned by Developer, have been sold. The purpose of the Association is to manage the affairs of the Subdivision, control and maintain

signs and Outlots, assess, collect and disburse the assessments and charges provided for herein, enforce this Declaration and consider concerns of Lot Owners in the Subdivision.

4.2 Management. Upon Developer turning control of the Association over to the Lot Owners, it shall be managed by a Board of Directors who shall be elected from the Association's membership. The Board of Directors shall consist of not less than three (3) nor more than five (5) Members, who shall act by majority vote. As long as the Developer owns any Lots in the Subdivision, the Developer shall have sole control of the Association. However, nothing contained in Article 4 herein shall prevent the Developer, at its sole discretion, from turning control of the Board of Directors of the Association over to the Members of the Association at any time. The Developer shall be entitled to one vote for each Lot owned by Developer, provided, however, that notwithstanding any other provision for voting, the Developer shall have sufficient votes to constitute a majority of votes until all of its Lots are sold. The Board may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon no more than ninety (90) days notice without payment of any penalty.

4.3 Membership and Voting. Every person or entity who is an Owner of a Lot as defined herein shall be a Member of the Association, provided that no person or entity who holds an interest merely as security for the performance of an obligation shall be a Member. For purposes of voting at any meeting of the membership of the Association, only one (1) vote per Lot shall be allowed regardless of the number of Owners of the Lot. When more than one (1) person holds an interest in any Lot, including without limitation, as tenant in common, survivorship marital property or living trust, the Owners shall designate the Member who will vote on behalf of the Lot. No Member shall be permitted to vote if such Member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 6 of this Declaration.

4.4 Amendment of this Declaration. While the Developer owns any Lots, the Developer may amend this Declaration at any time. After ownership of all Lots has been conveyed by the Developer, the Association may amend this Declaration to the extent permitted by law, but only by an affirmative vote of no less than seventy-five percent (75%) of the Members.

ARTICLE 5. THE ARCHITCTURAL CONTROL COMMITTEE

5.1 Architectural Control Committee Composition. Developer hereby establishes for the Harvest Hills Subdivision an Architectural Control Committee (ACC). The ACC shall have the duties and responsibilities set forth in this Declaration and shall consist of three (3) Members of the Association appointed by the Board. Notwithstanding the foregoing, so long as the Developer shall own any of the Lots covered by these restrictions, the ACC shall be composed of representatives of the Developer. When the Developer no longer owns any of the Lots covered by these restrictions, then the ACC shall be controlled by the Board as noted herein. Nothing contained herein shall prevent the Developer, at its sole discretion, from relinquishing control over the ACC prior to Developer conveying its last Lot.

5.2 No Development Without Prior Approval. In order to maintain harmony in appearance and to protect the Owners of the Lots in the Subdivision, no Dwelling, detached garage, fence, sign, wall, swimming pool or other improvement shall be erected, constructed or maintained upon any Lot nor shall any change or alteration be made thereon unless the complete plans and specifications thereof, a plan showing the exact location of such Dwelling, detached garage, fence, sign, wall, swimming pool or other improvement, the elevation thereof and the grade of the Lot shall have been submitted to and approved in writing by the ACC. The decision of the ACC with respect to any such matter shall be rendered no later than thirty (30) days after receipt of the complete and final plans, specifications, elevation and grade of such Dwelling, detached garage, fence, sign, wall, swimming pool or other improvement and shall be final and binding upon all parties. The ACC shall have the right to refuse to

approve any such plans or specifications which, in the conclusive judgment of a majority of its Members, are not in conformity with these restrictions or are not desirable for aesthetic or any other reason. In passing upon such plans and specifications, the ACC may take into consideration the suitability of the proposed Dwelling, detached garage, fence, sign, wall, swimming pool or other improvement, its design, elevation, and the materials of which it is to be constructed on the Lot; the harmony thereof with the surrounding buildings and the view from the adjacent Lots. The ACC shall have the right to waive minor infractions or deviations from these restrictions if it is determined to be in the best interest of the Subdivision. Each Lot purchaser should be fully aware of the restrictions that are contained herein and the building and zoning codes of the Village of Germantown before purchasing a Lot in the Harvest Hills Subdivision.

5.3 Separate Village Approval. Matters which require approval of the ACC may also require approval of the Village of Germantown. Obtaining approval from the ACC and from the Village is solely the responsibility of the Owner desiring approval. Approval of the drawings by the ACC shall not be deemed approved by the Village and approval by the Village shall not be deemed approved by the ACC.

5.4 Indemnification. Each Member or former Member of the ACC, together with personal representatives and heirs of each such person, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed by such Member in connection with any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a Member of the ACC, or any settlement thereof, whether or not he or she is a Member of the ACC at the time such expenses are incurred, except in such cases wherein the Member of the ACC is adjudged guilty of willful malfeasance in the performance of his or her duties. The foregoing rights to indemnification shall be in addition to and not exclusive of any right of indemnification to which a Member of the ACC may be entitled by Wisconsin statute or common law.

ARTICLE 6. ASSESSMENTS

6.1 Annual Assessments. Each Lot Owner shall be subject to a general annual charge or assessment to be determined solely by the Board of Directors of the Association in accordance with the annual budget for the purpose of defraying the cost of operating the Association, establishing a reserve for capital replacements, maintaining and administering the signs, Outlots, including storm water management ponds, and including without limitation, the cost of taxes, insurance, maintenance and repairs. The assessment shall be levied uniformly among Lots except for fines, fees or charges assessed against an individual Lot for violation of the Declaration. Annual assessments shall be levied by the Association as of January 31st for each year and the statement for such amount shall be e-mailed to the Owner of each Lot on such date and be payable on or before March 31st of each year. Developer shall be expressly exempted from paying a general annual charge on any Lots it holds for the years 2019 and 2020, but shall then be responsible for such payments on any Lots it holds as of January 1, 2021.

6.2 Special Assessments. If the annual assessment based upon the budget is inadequate or if special circumstances arise, the Board of Directors may levy a special assessment payable in such reasonable manner as the Board directs.

6.3 Proof of Payment. The Association shall, upon request at any time, furnish to any Lot Owner a certificate in writing signed by the Secretary or President of the Board of Directors of the Association setting forth whether said assessments have been paid.

6.4 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

6.5 Individual Assessments - Violation or Breach of these Restrictions or Covenants. For violation or breach of any of the covenants or restrictions, the Developer and/or the Association, shall have the right to proceed at law or in equity (including, but not limited to, injunctive relief) to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition, to the foregoing right, the Developer or the Association shall have the right, whenever there shall be built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Lot Owner and any such entry and abatement or removal shall not be deemed a trespass. The Developer and/or the Association shall have the right to assess a Lot Owner for all costs incurred in abating or removing any such violation plus a fine not to exceed one hundred dollars (\$100) for each day the violation occurs. Any such individual assessment shall be paid by the assessed Lot Owner within fifteen (15) days from the date of imposition by the Developer or the Association.

6.6 Late Payments. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or Rules of the Association.

6.7 Liens and Collection of Assessments. Any and all assessments made by the Developer or Association in accordance with the provisions of this Declaration together with interest thereon at the rate of twelve percent (12%) per annum plus the costs of collection, including, but not limited to, reasonable attorney's fees for any sums unpaid shall be the personal obligation of each Lot Owner. Such obligations shall become and are hereby declared to be a charge and a continuing lien upon the Lots against which each such assessment was made until paid in full. Said lien shall be effective only from and after the time of the recordation with the Register of Deeds of Washington County, of a written statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the Association shall issue and record a Satisfaction of the statement of lien. The Developer or Association as the case may be, shall have the following options to collect on any outstanding obligations assessed against any Lot:

- (a) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as the foreclosure of a mortgage on real property.
- (b) To file an action at law to collect said assessment, plus interest, at the rate of twelve percent (12%) per annum, plus court costs and reasonable attorney's fees without waiving any lien rights or rights of foreclosure.

6.8 Litigation Reserve. Upon initial conveyance of each Lot by Developer, each new Owner shall deposit with the Association a nonrefundable sum of three hundred dollars (\$300), to be placed in a litigation reserve fund. The litigation reserve fund shall be used to pay legal fees and costs in the event the Association is involved in a proceeding to enforce or defend the terms and conditions of this Declaration, whether in a proceeding commenced by or against the Association or in which the Association intervenes. The Board shall place funds in an interest-bearing account and all returns shall become a part of the fund, provided the Board may transfer amounts out of the fund to the Association's general funds if it is determined that a lesser amount in the litigation fund is appropriate. If necessary, the Board may levy a general or special assessment to replenish such fund. The Developer shall not be obligated to contribute any funds to the litigation reserve fund.

ARTICLE 7. DECLARATION TERMS

7.1 Term. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renew for successive periods of ten (10) years each, unless there is recorded an instrument executed by the Owners of at least seventy-five percent (75%) of the Lots in the Subdivision, with written agreement by the Village, terminating this Declaration, in which case this Declaration shall terminate following the recording of an instrument of termination.

7.2 Severability. The invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

7.3 Amendment. This Declaration may be voided, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the Owners of at least seventy-five percent (75%) of the Lots in the Subdivision and the Village.

7.4 Enforcement by Lot Owners. The covenants and restrictions contained herein may be enforced by any Lot Owner by proceedings at law or in equity against any other Lot Owner who is violating or attempting to violate the same to recover damages or to demand compliance, provided, however, that no such actions shall be commenced more than one (1) year from the date on which the violation occurred.

7.5 Conflict. In addition to the provisions of this Declaration, all Lots shall be subject to all ordinances, zoning laws and other restrictions of the Village of Germantown, Washington County and the State of Wisconsin. In the event of any conflict between this Declaration and the zoning code and building regulations of the Village, the stricter provisions shall apply.

ARTICLE 8. EASEMENT AREAS

8.1 Drainage Easements. An easement is reserved to the Developer, Association and/or the Village as the case may be, over any Lots or Outlots for the installation, maintenance and repair of swales, streams, ponds or other storm water management facilities and drainage system elements as are shown on the Plat, are contained in any Master Grading Plan, any development construction drawings or in the Storm Water Management Plan approved by the Village. Each Lot Owner shall have the responsibility for proper day to day maintenance of any drainage easements located on that Owner's Lot. Maintenance shall include cutting grass, raking leaves, removing fallen trees and branches and removing other minor obstructions. The Association shall have responsibility for setting and maintaining proper grade in the drainage easement areas. Lot Owners shall not change the grade of, construct improvements on, or in any way obstruct the drainage easement areas.

8.2 Landscaping/Sign Easement. Developer shall complete the landscaping in the landscaping/sign easement identified on the final Plat hereof. After completion of the landscaping, the Association shall have responsibility for maintaining the landscaping/sign easement areas.

8.3 Right of Entry. A right of entry to each Lot, Common Area, or Outlot is reserved to the Developer, Association and/or Village and their successors, agents or assigns, to service utility installations, maintain vision corners, signage, drainage easements and/or stormwater management facilities as is necessary, provided a request for entry is made in advance to any individual Lot Owner which may be affected and such entry is limited in scope to that which is reasonably necessary for the purpose for which it is intended. In case of emergency, entry by the Developer, Association and/or Village onto any Lot, may be made immediately and without notice to such Lot Owner.

8.4 Stormwater and Outlot Maintenance Access Easement. An easement for ingress and egress as is shown on the Plat for Harvest Hills Subdivision, is reserved to the Developer, the Association and/or the Village as the case may be, for purposes of access to Outlot 5 and 6. Said access is for the purpose of allowing for maintenance and repair of any storm water management facilities located thereon or other Outlot maintenance which may be necessary or required.

ARTICLE 9. OUTLOTS

9.1 Ownership of Outlots. Each Owner of a Lot shall own a percentage interest in the Outlots as a tenant in common with all other Lot Owners. The interest of each Lot Owner is calculated as a fraction equal to 1 divided by the number of Lots. Initially, the interest is 1/37. The Outlot ownership interest shall be appurtenant to ownership

of a Lot and may not be transferred separately from the Lot to which it pertains. Thus, each Lot Owner shall be responsible for 1/37th of the maintenance costs of the Outlots, which will be handled through the Homeowners Association.

9.2 Outlot Maintenance. Maintenance of Outlots includes, but is not limited to, perpetual maintenance of all privately-owned storm water management basins, storm sewer, ditches, and swales, and other privately-owned improvements including the monument entrance sign(s). Maintenance shall include any mowing, trimming, pruning, clearing necessary to ensure proper functioning of drainage basins and proper aesthetics as determined by the Committee. Should the Association fail to maintain the landscaping as required herein, the Village may take remedial action and assess a special charge as allowed.

9.3 Damage or Destruction of Outlots. In the event any Outlot is damaged or destroyed by a Lot Owner or any of his or her guests, tenants, licensees, agents or member of his or her family, such Lot Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

9.4 Wetland and Primary Environmental Corridor (PEC) Preservation. Wetlands and the Primary Environmental Corridor depicted on the Subdivision Plat within Outlot 6 are to be preserved and protected from development and any uses or activities that would damage or destroy the natural resource features, wildlife and associated habitat therein, including but not limited to, the unnecessary removal of trees or other vegetation, the use of motorized vehicles, recreational hunting, etc.

Executed this 27th day of August, 2019.

Harvest Hills Subdivision, LLC

By: Shari Waggoner
Shari Waggoner, Member

State of Wisconsin)
) ss.
County of Washington)
 Waukesha

Personally came before me this 27th day of August, 2019, the above-named Shari Waggoner, Member, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Tania J. Nabors
Notary Public, Washington County, Wisconsin
My Commission: Waukesha 09/01/2019

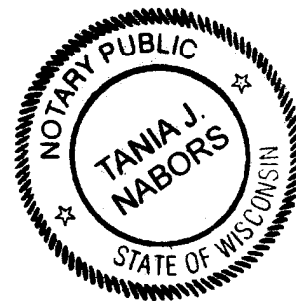


Exhibit A

Lots One through Thirty-Seven (1-37) and Outlots One through Six (1-6) in Harvest Hills, being a subdivision that is a portion of Parcel 1 of C.S.M. No. 3641 (a portion of the SE 1/4 of the NW 1/4), Washington County Records, and also the NW 1/4 of the NE 1/4 and the SW 1/4 of the NE 1/4, all in Section 24, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin. More particularly described as follows:

Commencing at the North 1/4 corner of said Section 24-9-20, said corner being on the centerline of C.T.H. 'F'; thence N. 88°13'31" E., 660.00 feet along the north line of the NW 1/4 of the NE 1/4 of said Section 24-9-20 (centerline of C.T.H. 'F') to the point of beginning of lands to be described; thence continue N. 88°13'31" E., 676.98 feet along said north line (centerline) to the NE corner of the NW 1/4 of the NE 1/4 of said Section 24-9-20; thence S. 01°39'58" E., 2630.97 feet along the east line of the West 1/2 of the NE 1/4 of said Section 24-9-20 to the SE corner of the SW 1/4 of the NE 1/4 of said Section 24-9-20, said corner also being on the centerline of Elm Lane; thence S. 88°20'55" W., 1331.92 feet along the south line of the SW 1/4 of the NE 1/4 of said Section 24-9-20 (centerline of Elm Lane) to the Center of said Section 24-9-20; thence N. 01°46'35" W., 728.07 feet along the west line of the SW 1/4 of the NE 1/4 of said Section 24-9-20; thence S. 88°13'25" W., 141.32 feet; thence N. 01°46'35" W., 585.89 feet to the north line of the SE 1/4 of the NW 1/4 of said Section 24-9-20, said line also being the northerly line of Parcel 1 of said C.S.M. No. 3641; thence N. 88°11'13" E., 141.32 feet along said north line to the NW corner of the SW 1/4 of the NE 1/4 of said Section 24-9-20 (NE corner of Parcel 1 of said C.S.M. No. 3641); thence N. 01°46'35" W., 786.06 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 24-9-20 to the SW corner of Parcel 1 of C.S.M. No. 386, Washington County Records; thence N. 88°13'31" E., 663.08 feet along the southerly line of said C.S.M. No. 386 to the SE corner of Parcel 3 of said C.S.M. No. 386; thence N. 02°06'39" W., 528.00 feet along the easterly line of said Parcel 3 to the point of beginning.

Said parcel contains 74.44 acres.

MEETING:	REGULAR MEETING OF THE PLAN COMMISSION
DATE AND TIME:	Monday, June 12, 2023 6:30 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- 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.*
The meeting was called to order at 6:30 pm.
- II. **ROLL CALL:**
Chairman Dean Wolter, Trustee Rep David Baum, Commissioners Tony Laszewski, Peter Nilles, Bob Williams, Bill Shadid and Josh Tarantino, Community Development Director Jeff Retzlaff and Planning Assistant Lori Johnson
- III. **APPROVAL OF MINUTES:**

A. May 8, 2023
MOTION Baum second Shadid to Approve the Minutes from May 8, 2023
MOTION carried 4-3 (Nilles and Williams abstained).
- IV. **NEW BUSINESS:**

A. Eric and Ashley Evans, W130 N11622 Harvest Ridge, Lot 1 in Harvest Hills Subdivision. Subdivision Plat Amendment to revise the Elm Lane access restriction to allow a driveway on Elm Lane. (ACTION)
Director Retzlaff summarized the proposal.
MOTION Baum second Laszewski to Approve the request to revise the Elm Lane access restriction on the Harvest Hills subdivision plat that prohibits driveway access to Elm Lane and to allow a new residential driveway to Elm Lane from Lot 1 in the Harvest Hills Subdivision subject to the following conditions:
1. The nearest point of the driveway shall be located not closer than 120 feet from the Elm Lane @ Harvest Ridge intersection as shown on the plat of survey submitted by the property owner.
Trustee Baum said he will not support the proposal because when the subdivision came forward a conscious effort was made to keep traffic off Elm Lane. He said if Elm Lane is pushed through to Country Aire Drive to provide access to the park, it will become a major thoroughfare.
MOTION carried 4-3 (Wolter, Baum, Laszewski)



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: July 17, 2023

To: Village Board

From: Gil Standridge, Park and Recreation Director

RE: Approval to go with Lee Recreation for Kinderberg Playground equipment
And ForeverLawn for Synthetic Turf for ground cover.

I am requesting from the Village Board to award Lee Recreation the contract to put in Burke Playground equipment at Kinderberg Park, replacing the twenty (20) year old equipment out of Building Improvements, 40-552-570-8210.

I sent out RFP to eight different playground equipment companies to provide quotes for an inclusive playground, what I hope will be a show case playground. Four companies who responded to the RFP with bids were Kompan, Minnesota/Wisconsin Playground Company, Midwest Playscapes, and Lee Recreation. Each of the companies had an opportunity to present their proposals to the Parks and Recreation Commission. Based on cost, research of the companies, past record of performance, and other factors; the Commission recommended to move forward with Lee Recreation. Lee Recreation will provide, assemble, and install the new playground equipment.

As a part of this review process, I worked with Lee Recreation on suppliers of synthetic turf for the park. Based on research of the industry and experience I would also request that the Village Board approves contracting ForeverLawn, Jeff Plazak, to install a synthetic turf, a product called Playground Grass Ultra to replace the wood chips used in the past. This is an essential part of creating an inclusive park and will assist in long-term maintenance of the splashpad and the surrounding grass.

I also would request that the Village Board approves Total Lawn Care to do the preparatory work, which includes putting in a 4" x 6" concrete curb around the perimeter with two sidewalk entrance walks into the playground area. The Concrete curb will hold the turf in better than sidewalk and it is several thousand dollars less in cost than a concrete walkway around the turf. The curb will also hold up much better to maintenance.

If this project is approved then a company called "Kids Around the World" will come on site and remove all the existing equipment above ground for no cost, understanding that we will donate the equipment, which Kids Around the World will place in a poverty stricken area either somewhere in the United States or possibly overseas. Any materials left underground will be removed by Total Lawn Care.

Most Germantown residents view Kinderberg Park as the "Show case" park in the village. The Park and Recreation commission worked with staff over several meetings to ensure the equipment presented would meet the public's needs for this park, that accommodations were made to make this an inclusive

playground and looked at and recommended cost saving measures to use Village dollars wisely. The equipment being presented is considered show case equipment residents can use and be proud of for the next 20 plus years.

The Cost for the complete project including playground equipment, installation, preparatory work including curb, and synthetic turf is \$409,729.

Thank you,

Gil Standridge
Parks and Recreation Director
Village of Germantown

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: August 7, 2023

PLACEMENT: Ordinance

ITEM TITLE: An Ordinance Amending Section 17 (Zoning Code) and Section 18 (Subdivision and Platting Code) of the Village of Germantown Municipal Code RelateD to the Use of "Green Infrastructure" Best Management Practices to Reduce Storm Water Pollution and Improve Water Quality.

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

SUMMARY EXPLANATION:

The Community Development Department is proposing a series of amendments to various sections in the Zoning and Subdivision Codes to remove barriers to the use of "green infrastructure" measures in new development. The amendments do not mandate the use of green infrastructure measures but make it clear that the Village may allow and encourage the use of such measures.

In cooperation with The University of Wisconsin and funded through the Wisconsin Sea Grant program, the Wisconsin DNR and its project consultant, GRAEF Engineering, have completed an audit of the Village's Zoning and Subdivision Codes to identify specific regulations that deter the implementation of green infrastructure and, in turn, have recommended revisions to our codes that will ensure the use of green infrastructure is not prohibited or discouraged where it could be most beneficial to water quality and flood reduction in the Village.

The DNR has made it clear that the recommended code revisions are also necessary (required) to make the Village compliant with the MS4 permit requirements (Municipal Separate Storm Sewer System) under NR 216 Wis. Admin. Code, as well as ensure that the Village is doing its part along with other communities that drain to Wisconsin's surface waters.

In addition to the "green infrastructure" amendments, staff proposed a few additional "house keeping" amendments to the Zoning Code that: (1) clarify the requirements for non-residential/non-agricultural accessory buildings; (2) provides specific allowances for "outdoor accessory structures" such as gazebos, pergolas, outdoor kitchens, sun shades, pavilions, etc; and (3) clarifies the 300' property owner notice requirement for variance appeals to the Board of Zoning Appeals.

ATTACHMENT:

1. Zoning-Subdivision Code Text Amendments-Green Infrastructure-8-7-23

RECOMMENDATION:

ACTION BY Committee:

At their July 10 meeting, the PLAN COMMISSION made a recommendation to APPROVE the proposed code amendments as presented by staff.

**AN ORDINANCE AMENDING SECTION 17 (ZONING CODE) AND
SECTION 18 (SUBDIVISION AND PLATTING CODE) OF
THE VILLAGE OF GERMANTOWN MUNICIPAL CODE**

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

SECTION 1. That various provisions under Section 17 (Zoning Code) and Section 18 (Subdivision & Platting Code) set forth in Exhibit A (attached hereto) are revised where words that are ~~stricken~~ are deleted and words that are underlined are to be added.

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:

Erin Hirn, Interim Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

EXHIBIT A

AN ORDINANCE AMENDING SECTION 17 (ZONING CODE) AND SECTION 18 (SUBDIVISION AND PLATTING CODE) OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE

CHAPTER 17 ZONING CODE [\[u\]](#)

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[17.20 Rs-7 SINGLE-FAMILY RESIDENTIAL DISTRICT.](#)

[17.21 Rd-2 ONE-FAMILY AND 2-FAMILY RESIDENTIAL DISTRICT.](#)

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[17.241 EH ELDERLY HOUSING DISTRICT. \(Cr. Ord. #45-95; Am. Ord. #38-99\)](#)

[17.25 MHP MOBILE HOME PARK RESIDENTIAL DISTRICT.](#)

[17.26 I INSTITUTIONAL DISTRICT.](#)

[17.27 PD PLANNED DEVELOPMENT DISTRICT.](#)

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[17.62—17.69 RESERVED.](#)
[17.70 RUMMAGE SALES. \(Cr. Ord. #38-04\)](#)

17.01 AUTHORITY.

These regulations are adopted under the authority granted by §§61.35 and 62.23(7), Wis. Stats.

17.02 SHORT TITLE.

This chapter shall be known as, referred to or cited as the "Zoning Code, Village of Germantown, Wisconsin".

17.03 PURPOSE.

The purpose of this chapter is to promote the health, safety, morals, prosperity, aesthetics and general welfare of the Village. The Village Plan Commission and the Village Board shall continuously prepare a comprehensive plan to guide the orderly development of the Village including planning policies to guide land use and development decisions. All comprehensive plan elements, in whatever degree of detail they may embody, shall provide the basis for approval of all use and development of land under this chapter and the related chapter 18 of this Code.

State law references—Purpose of zoning ordinances, Wis. Stats. §§ 61.35, 62.23(7)(a), (7)(c).

17.04 INTENT.

It is the general intent of this chapter to regulate and restrict the use of all structures, lands and waters; regulate and restrict lot coverage, population distribution and density, and the size and location of all structures so as to lessen congestion in and promote the safety and efficiency of the streets and highways; secure safety from fire, flooding, panic and other dangers; provide adequate light, air, sanitation and drainage; prevent overcrowding; avoid undue population concentration; facilitate the adequate provision of public facilities and utilities; stabilize and protect property values; further the appropriate use of land and conservation of natural resources; protect and enhance water quality; preserve and promote the beauty of the Village; and implement the Village comprehensive plan or plan components. It is further intended to provide for the administration and enforcement of this chapter and to provide penalties for its violation.

17.05 ABROGATION AND GREATER RESTRICTIONS.

It is not intended by this chapter to repeal, abrogate, annul, impair or interfere with any existing easements, covenants, deed restrictions, agreements, ordinances, rules, regulations or permits previously adopted or issued pursuant to law. However, wherever this chapter imposes greater restrictions, the provisions of this chapter shall govern.

State law references—Conflicts with zoning ordinances, Wis. Stats. §§ 61.35, 62.23(7)(g).

17.06 INTERPRETATION.

In their interpretation and application, the provisions of this chapter shall be held to be minimum requirements and shall be liberally construed in favor of the Village and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes.

17.07 GENERAL PROVISIONS.

- (1) **JURISDICTION.** The jurisdiction of this chapter shall include all lands and waters within the corporate limits of the Village.
- (2) **ZONING ADMINISTRATOR.**
 - (a) *Appointment.* See [section 1.16](#) of this Code.
 - (b) *Powers and Duties.* It shall be the duty of the Zoning Administrator to interpret and administer this chapter and enforce its provisions. More specifically, the Administrator shall:
 1. Maintain records of all permits issued, inspections made, work approved and other official actions.
 2. Inspect all structures, lands and waters as often as necessary to assure compliance with this chapter.
 3. Investigate all complaints made relating to the location of structures and the use of structures, lands and waters; give notice of all violations to the owner, resident, agent or occupant of the premises; and report uncorrected violations to the Village Attorney in a manner specified by him.
 4. Assist the Village Attorney in the prosecution of violations.
 5. Be permitted access to premises and structures during reasonable hours to make those inspections as deemed necessary by him to ensure compliance with this chapter. If entry is refused after presentation of his identification, he may procure a special inspection warrant in accordance with §66.122, Wis. Stats.
 6. Prohibit the use or erection of any structure, land or water until he has inspected and approved such use or erection.
 7. Request assistance and cooperation from the Police Department and the Village Attorney as deemed necessary in carrying out his duties.
- (2a) **TEMPORARY USES.** (Cr. Ord. #32-91; Am. Ord. 20-09) Temporary uses shall be permitted as listed within the zoning district in which the proposed temporary use is located, but only provided that:
 - (a) A site plan, indicating the proposed use, length of stay, off-street parking and traffic circulation, [provisions for managing trash and debris](#), and other information as requested by the Planning Department be submitted with the appropriate filing fee as established in subsection (8) below and approved by the Zoning Administrator.
 - (b) The use is of a limited and temporary duration and in no case will exceed 6 months.
 - (c) The use is similar to or bears some functional or beneficial relationship to a permitted use within the district.
 - (d) The use will not be likely to interfere with the appropriate use and enjoyment of nearby properties that may be affected by its operation.
 - (e) The use will not involve the installation or construction of a permanent structure.
 - (f) Signage may be permitted in accordance with all applicable temporary sign regulations.
 - (g) As deemed necessary by the Zoning Administrator, a temporary use permit application may need to be reviewed by other Village departments or officials, including but not limited to, the Building Inspector, Village Engineer, Fire Department, and Police Department. Recommendations by any such department or official may be used as the basis for denying, approving, or assigning specific conditions to a temporary use permit application.
 - (h) A temporary use permit may be revoked (or future temporary use permits not granted) if the requirements set forth herein or any condition(s) of approval are not met and/or complied with throughout duration of the temporary use.

- (3) **USE RESTRICTIONS.** The following use restrictions and regulations shall apply:
- (a) *Principal Uses.* Only those principal uses specified for a district, their essential services and the following shall be permitted in that district.
 - 1. *Accessory Uses.* Accessory uses and structures are permitted in any district, but not until their principal structure is present or under construction. Residential accessory uses shall not involve the conduct of any business, trade or industry. Accessory uses include incidental repairs; storage; parking facilities; gardening; servants', owner's, itinerant agricultural laborers' and watchman's quarters not for rent; private swimming pools; and private emergency shelters.
 - 2. *Unclassified or Unspecified Uses.* (Am. Ord. #18-90) Unclassified or unspecified uses may be permitted by the Plan Commission, provided that such uses are similar in character to the principal uses permitted in the district. If the Plan Commission determines that an unclassified or unspecified use is similar in character to a conditional use specified for that zoning district, the unclassified or unspecified use will require review and approval by both the Plan Commission and the Village Board in accordance with the procedures established in [section 17.42](#) of this chapter.
 - 3. *Temporary Uses.* Temporary uses such as real estate sales field offices or shelters for materials and equipment being used in the construction of a permanent structure may be permitted by the Zoning Administrator.
 - (b) *Performance Standards.* Performance standards listed in [section 17.47](#) of this chapter shall be complied with by all uses in all districts.
 - (c) *Conditional Uses.* Conditional uses and their accessory uses are considered as special uses requiring review, public hearing, and approval by the Plan Commission in accordance with [section 17.42](#) of this chapter.
- (4) **REDUCTION OR JOINT USE.** No lot, yard, parking area, building area or other space shall be reduced in area or dimension so as not to meet the provisions of this chapter. No part of any lot, yard, parking area or other space required for a structure or use shall be used for any other structure or use.
- (5) **BUILDING ZONING AND OCCUPANCY PERMITS REQUIRED.** (Am. Ord. #06-08) No structure, land or water shall hereafter be used or developed; no existing use changed; no existing but currently vacant nonresidential structure or individual tenant space occupied or use changed; no structure shall hereafter be located, erected, moved, substantially improved, extended, enlarged or structurally altered; no vacant or undeveloped land shall be occupied, used or developed for dwelling, commercial, industrial, storage or other nonagricultural or nonconservancy purposes; no building or premises shall be altered, moved or substantially improved and no change in use shall be created; no floodplain or wetland shall be filled, excavated or developed; and no nonconforming use shall be continued, renewed, substantially improved, changed or extended unless and until the owner, tenant or duly authorized agent has applied for and obtained any and all building, zoning and/or occupancy permits from the Building Inspector, Zoning Administrator or their duly authorized agent or deputy.
- (6) **RESERVED.** (Am. Ord. #06-08)
- (7) **OTHER PERMITS.** It is the responsibility of a permit applicant to secure all other necessary permits required by any State, Federal or local agency. This includes, but is not limited to, a water use permit pursuant to Chs. 30 and 31, Wis. Stats., or a wetland fill permit, pursuant to Section 404 of the Federal Water Pollution Control Act.
- (8) **PROCESSING AND REVIEW FEES.** (Am. Ord. #03-07)
- All property owners, developers, and other individuals or corporations (hereafter referred to collectively as "applicants") applying, petitioning, or appealing for the review, approval, or issuance of any permit, plan, variance, ordinance text amendment, or ordinance map amendment (hereafter referred to collectively as "permit application") pursuant to this chapter shall pay fees necessary to defray the total direct and indirect costs incurred by any and all Village department staff, elected officials and appointed commissions, legal counsel, consultants, and other representatives or professionals employed or

otherwise retained by the Village to process, review, inspect, record, or take any other administrative or enforcement action pertaining to or resulting from the disposition of such permit application (hereafter referred to collectively as "processing costs").

The processing costs associated with each permit application may include, but are not limited to, the cost of time spent by Village department staff to meet with and otherwise communicate with applicants, review plans and process permits, prepare staff reports and recommendations, site and/or compliance inspections, document recording and copying costs, public hearing notice publishing and posting costs, etc.

Because the processing costs associated with each permit application can vary, the Village will require each applicant to submit a flat fee and/or fee deposit in an amount deemed reasonable and necessary by the Village to cover the Village's processing costs for each permit application. Fees and fee deposits shall be submitted when a permit application is submitted to the Village. Fee deposits shall be made into a non interest-bearing "escrow account" from which the Village may make periodic withdrawals to defray processing costs as they are accrued during the course of processing and reviewing each permit application.

Flat fees and the hourly rates used in the determination of costs associated with Village department staff time shall be established by resolution of the Village Board. Processing and review fee "escrow account" deposit amounts for each permit application required under this section shall be determined by the Village Planner/Zoning Administrator. In the event that the processing costs for a particular permit application are expected to (or have) exceeded a fee deposit prior to final disposition of a permit application, an additional escrow account fee deposit in an amount to be determined by the Village Planner/Zoning Administrator may be required prior to any further processing of said permit application at the discretion of the Village. Fee deposits, or portions thereof, that remain in a permit application escrow account after said permit application has been processed or withdrawn shall be returned to the applicant.

17.08 DEFINITIONS. (Renum. 7/02 jw)

For the purposes of this chapter, the following definitions shall be used:

- (1) **ACCESSORY BUILDING.** (Am. Ord. #42-95) A separate building, the use of which is purely incidental to that of the principal building.
- (2) **ACCESSORY USE.** A use subordinate in nature, extent or purpose to the principal use of the building or lot.
- (3) **ALLEY.** A way which affords only a secondary means of access to abutting property and which is not more than 24 feet wide.
- (4) **AMENDED SOILS.** A landscaped portion of a site where decomposed organic material has been incorporated into the soil to improve its performance for infiltration and vegetation growth, enabling the area to function as a vegetated stormwater management measure.
- (5) **APARTMENT.** A portion of a residential or commercial building used as a separate housing unit. See also DWELLING UNIT.
- (6) **APARTMENT HOUSE.** See DWELLING, MULTIPLE.
- (6a) **ATTACHED.** (Cr. Ord. #06-08) A garage, dwelling or other building structure that shares a common wall with a principal building or structure where the length of the common wall shared between the two structures is at least fifteen (15) continuous feet or is connected to a principal building or structure by way of an enclosed structure, i.e. hallway, breezeway or room, constructed with a permanent foundation, roof, and walls where: (1) the length of such enclosed areas is not greater than twice the width of said enclosed area; and (2) the materials, method of construction and appearance are the same as that for the principal building to which the addition is attached.

- (7) **BASEMENT OR CELLAR.** A story partly underground but having at least ½ of its height, but not more than 5 feet, above the mean level of the adjoining ground. Basements in and of themselves shall not be used for living purposes.
- (8) **BED AND BREAKFAST ESTABLISHMENT.** (Cr. Ord. #4-97) An owner-occupied residence as defined in §254.61(1), Wis. Stats., with a minimum one acre lot size.
- (9) **BIORETENTION AREA.** An excavated area back-filled with a prepared or amended mixture covered with a mulch layer and planted with a diversity of woody or herbaceous vegetation, to which stormwater is directed to promote infiltration and evapotranspiration. Also referred to as a "rain garden."
- (10) **BOARDING HOUSE.** (Rep. & Recr. Ord. #4-97) A building with a resident owner or manager, other than a hotel, where meals or lodging and meals are regularly served for compensation for not more than 6 persons.
- (11) **BUILDING.** A structure having a roof and intended for the shelter, housing or enclosure for persons, animals or chattels.
- (12) **BUILDING, ACCESSORY.** See ACCESSORY BUILDING.
- (13) **BUILDING, ALTERATIONS OF.** Any change or rearrangement of the supporting members such as bearing walls, beams, columns or girders of a building, an addition to a building, or movement of a building from one location to another.
- (14) **BUILDING, AREA OF.** The total living area bounded by the exterior walls of a building at the floor levels, but not including basement, garages, porches, breezeways and unfinished attics.
- (14.1) **BUILDING FRONTAGE.** (Cr. Ord. #24-06) The horizontal linear dimension of a wall that contains the primary public entrance of a building. In buildings with multiple units, the building frontage for each unit shall be considered as the width of the unit from party wall to party wall; provided, however, that the building frontage for corner units shall be the width of the unit from party wall to exterior wall of the building.
- (15) **BUILDING, FRONT LINE OF.** A line parallel to the street intersecting the foremost point of the building, excluding uncovered steps.
- (16) **BUILDING, HEIGHT OF.** (Am. Ord. #8-98) The vertical distance from the mean elevation of a finished grade along the front of the building to the highest point of a building, excluding chimneys, wind vanes, cupolas, plumbing vents and the like.
- (17) **BUILDING, PRINCIPAL.** (Am. Ord. #18-03; Am. Ord. #18-12) A building in which is conducted the main use of the lot on which said building is located. In all single-family residential zoning classifications only one principal building shall be permitted per lot. More than one principal building may be allowed per lot or parcel in the other residential and all nonresidential zoning districts subject to site development and building plan approval by the Plan Commission.
- (18) **BUSINESS.** Includes the commercial, limited industrial and general industrial uses and districts as herein defined.
- (19) **CARPORT.** See GARAGE.
- (20) **CISTERN.** A system for collecting rooftop runoff that detains water in above-ground or underground storage tanks, ranging in capacity from approximately one hundred to 10,000 gallons.
- (21) **CLINIC.** A building used by a group of doctors for the medical examination or treatment of persons on an outpatient or nonboarding basis only.
- (22) **CLUB.** A building owned, leased or hired by a nonprofit association of persons who are bona fide members, the use of which is restricted to said members and their guests.
- (23) **CONDITIONAL USE.** Use of a special nature such as to make impractical its predetermination as a principal use in a district.

- (24) **CONFORMING USE.** Any lawful use of a building, structure or parcel of land which complies with the provisions of this chapter.
- (25) **COURT.** An open, unoccupied space other than a yard, on the same lot with a building, and which is bounded on 2 sides by the building.
- (26) **CURB BREAK.** Any interruption or break in the line of a street curb in order to connect a driveway to a street or otherwise to provide vehicular access to abutting property.
- (27) **CURB LEVEL.** The level of the established curb elevation in the front of the building measured at the center of such front.
- (28) **DEVELOPMENT.** Any man-made change to improved or unimproved real estate including, but not limited to, construction of or additions or substantial improvements to buildings, other structures or accessory uses, mining, dredging, filling, grading, paving, excavation or drilling operations, or deposition of materials.

DOWNSPOUT DISCONNECTION means rerouting of rooftop drainage pipes to drain rainwater to rain barrels, cisterns or permeable areas instead of the storm sewer.

- (29) **DWELLING UNIT.** A building or portion thereof used exclusively for human habitation, including single-family, 2-family and multifamily dwellings, but not including hotels, motels or lodging houses.
- (30) **DWELLING, ATTACHED SINGLE-FAMILY.** (Cr. Ord. #45-95) A portion of a building designed, intended and used for residential purposes by one family as a single housekeeping entity, with a separate direct entrance that shares at least one common wall with another dwelling unit, together with a private yard area and accessory private garage, either attached or detached.
- (31) **DWELLING, SINGLE-FAMILY.** (Am. Ord. #12-08) A detached building designed, arranged, used for and occupied by one family. A single-family dwelling may include a "mother-in-law suite" as provided for and defined herein subject to the granting of a conditional use permit by the Village Board.
- (32) **DWELLING, 2-FAMILY.** A building designed, arranged or used for, or occupied exclusively, by 2 families living independently of each other.
- (33) **DWELLING, MULTIPLE.** A building or portion thereof used or designated as a residence for 3 or more families as separate housekeeping units, including apartments, attached townhouses and condominiums.
- (34) **DWELLING GROUP.** A group of 2 or more multifamily dwellings occupying a lot in one ownership with any 2 or more dwellings having any yard or court in common.
- (35) **ELDERLY HOUSING.** (Cr. Ord. #45-95) Housing for older persons, as that term is defined in the Wisconsin Fair Housing Act, §101.22(lm)(m), Wis. Stats., to wit:
 - (a) Housing provided under any State or Federal program that the Secretary determined is specifically designed and operated to assist elderly persons, as defined in the State or Federal program.
 - (b) Housing solely intended for and solely occupied by persons 62 years of age or older.
 - (c) Housing primarily intended and primarily operated for occupancy by at least one person aged 55 or older per dwelling unit.
- (36) **FAMILY.** Any number of persons related by blood, adoption or marriage, or not to exceed 2 persons not so related, living together in one dwelling as a single housekeeping entity.
- (37) **FARM.** Land consisting of 10 acres or more on which produce, crops, livestock or flowers are grown primarily for off-premises consumption, use or sale.
- (38) **FARMLAND PRESERVATION AGREEMENT.** An agreement between the owner of eligible farmland and the State restricting development of such farmland for a term of years pursuant to Ch. 91, Wis. Stats.

- (39) **FARM MARKET.** (Cr. Ord. #10-91) A retail facility primarily for the sale of farm and garden products including, but not limited to, fruits, vegetables, cheese, jams and jellies, cider or similar beverages, dehydrated fruits, seeds, annual or perennial plants, flowers, Christmas trees and nursery stock. The retail sale of related products such as crafts and food products prepared on the premises may also be sold. Other types of merchandise may be sold, but shall not occupy an area greater than 20% of the indoor display area of any farm market building.
- (40) **FLOOR AREA.** The sum of the gross horizontal areas of the several floors of a dwelling unit, exclusive of porches, balconies, garages, basements and cellars, measured from the exterior faces of the exterior walls or from the center lines of walls or portions separating dwelling units. For uses other than residential, the floor area shall be measured from the exterior faces of the exterior walls or from the center line of walls or partitions separating such uses, and shall include all floors, lofts, balconies, mezzanines, cellars, basements and similar areas devoted to such uses.
- (41) **FLOOR AREA, PRIMARY.** The floor area of a building for purposes of determining required parking ratios which shall include only that portion of the total floor area devoted to customer service, sales and office space and shall not include warehouse, utility, hallway and other accessory space which does not generate parking demand.
- (42) **FRONTAGE.** All of the property abutting on one side of a street measured along the street line.
- (43) **GARAGE, PRIVATE.** A building or portion thereof used exclusively for parking or temporary storage of self-propelled vehicles, typically not exceeding 3 vehicles.
- (44) **GARAGE, PUBLIC.** A building other than a private or storage garage used for the care, repair or storage of self-propelled vehicles or where such vehicles are left for remuneration, hire or sale. This includes premises commonly known as gasoline stations or service stations.
- (45) **GREEN INFRASTRUCTURE.** A runoff management system that uses vegetation, soils and natural processes to mimic nature's ability to soak up and store storm water. Example green infrastructure BMPs include downspout disconnection, rainwater harvesting, rain gardens, planter boxes, bioswales, permeable pavements or surfacing, green alleys and streets, green parking, green roofs, urban tree canopy, amended soils, and land conservation.
- (46) **GREEN PARKING, STREETS AND ALLEYS.** Integrating green infrastructure elements into the parking, street and/or alley design to store, infiltrate, and evapotranspire stormwater.
- (47) **GREEN ROOF.** An engineered roofing system that includes vegetation planted in a growing medium above an underlying waterproof membrane material, designed to reduce the volume of stormwater runoff from building roofs.
- (48) **HOME OCCUPATION.** (Am. Ord. #24-07) See [section 17.61\(2\)\(a\)](#).
- (49) **KENNEL.** (Am. Ord. #15-00) Any establishment wherein or whereon dogs or cats are kept for the commercial business of breeding, boarding, sale or sporting purposes.
- (50) **JUNK YARD.** An open space where waste and used or secondhand materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including, but not limited to scrap iron and other metals, paper, rags, rubber, tires and bottles. A "junk yard" also includes an auto wrecking yard, but does not include uses established entirely within enclosed buildings.
- (51) **LOADING AREA.** A completely off-street space or berth on the same lot for the loading or unloading of freight carriers having adequate ingress and egress to a public street or alley.
- (52) **LOT.** A parcel of land having frontage on a public street, occupied or intended to be occupied by a principal structure or use, and sufficient in size to meet the lot width, lot frontage, lot area, yard, parking area and other open space provisions of this chapter.
- (53) **LOT, CORNER.** A lot abutting 2 or more streets at their intersection provided that the corner of such intersection shall have an angle of 135° or less, measured on the lot side. On a corner lot, both streets shall be deemed front lot lines with side opposite the front entrance considered the rear yard.

- (54a) **LOT COVERAGE (RESIDENTIAL).** (Cr. Ord. #18-03) That area of a lot occupied by the principal building or buildings and accessory buildings.
- (55) **LOT, DOUBLE FRONTAGE.** A lot having a pair of opposite lot lines along 2 more or less parallel public streets and which is not a corner lot. On a through lot, both street lines shall be deemed front lot lines.
- (56) **LOT LINES AND AREA.** The peripheral boundaries of a parcel of land and the total area lying within such boundaries.
- (57) **LOT WIDTH.** The width of a parcel of land measured at the setback line.
- (58) **MOTEL.** A series of attached, semi-attached or detached sleeping units for the accommodation of transient guests.
- (59) **MOTHER-IN-LAW SUITE.** (Cr. Ord. #12-08) One or more rooms within the principal dwelling that are designed, arranged and occupied by one or more members of the same family occupying the principal dwelling provided that such rooms do not constitute a separate dwelling unit. Further, for purposes of this provision, and unless otherwise provided for as a condition of approval in a conditional use permit, a "mother-in-law suite" shall meet the following minimum requirements and limitations:
- (a) The "mother-in-law suite" cannot have a separate entry arranged so as to be used as the principal and exclusive means of access to the "mother-in-law" suite;
 - (b) The "mother-in-law suite" must share the main entry that provides the principal means of access to the principal dwelling;
 - (c) The "mother-in-law suite" can have separate rooms within the single-family dwelling such as a living room, bedroom, bathroom, kitchen and laundry room but shall also have one or more rooms or areas that are shared in common with the principal dwelling;
 - (d) The "mother-in-law suite" cannot be used or occupied by a non-family member or for rental purposes;
 - (e) The "mother-in-law suite" cannot be served by a separate electric, water or other utility connection or meter;
 - (f) The "mother-in-law suite" cannot have a separate mailing address;
 - (g) The owner of the single-family dwelling must live in the principal dwelling;
 - (h) The "mother-in-law suite" cannot occupy more than 50% of the total dwelling unit floor area;
 - (i) The principal dwelling cannot be constructed or modified such that the scale or appearance is different than a typical and customary dwelling or the single-family dwellings on surrounding properties;
 - (j) Additional restrictions and/or limitations may be adopted as part of a conditional use permit granted by the Village Board.
- (60) **NONCONFORMING BUILDING OR STRUCTURE.** Any building or structure which does not comply with all of the regulations of this chapter or of any amendment hereto regulating any building or structure for the zoning district in which such building or structure is located.
- (61) **NONCONFORMING USE.** Any use of land, buildings or structures which does not comply with all of the regulations of this chapter or of any amendment hereto governing use for the zoning district in which such use is located.
- (62) **NURSERY.** Any building or lot, or portion thereof, used for the cultivation or growing of plants and including all accessory buildings.
- (63) **NURSERY SCHOOL.** Any building used routinely for the daytime care and education of preschool age children and including all accessory buildings and play areas other than the child's own home or the homes of relatives or guardians.

- (64) **NURSING HOME.** Any building used for the continuous care, on a commercial or charitable basis, of persons who are physically incapable of caring for their own personal needs.
- (65) **PARKING LOT.** A structure or premises containing 10 or more parking spaces. Such spaces may be for rent or a fee.
- (66) **PARKING SPACE.** An off-street space available for the parking of a motor vehicle and which, in this chapter, is held to be an area 9 feet wide and a minimum of 18 20-feet long, exclusive of passageways and driveways, appurtenant thereto and giving access thereto.
- (67) **PARTIES OF INTEREST.** Includes all property owners in the area proposed to be rezoned, all abutting property owners within 100 feet, and all property owners of opposite frontages within 100 feet.
- (68) **PERMEABLE SURFACING.** A material or materials and accompanying subsurface treatments designed and installed specifically to allow stormwater to penetrate into the material, thereby reducing the volume of stormwater runoff from the surfaced area. Permeable surfacing may include without limitation paver blocks, 'grasscrete' or similar structural support materials, and permeable concrete or asphalt. Also referred to as "permeable pavements."
- (69) **PLANTER BOX.** An urban rain garden with vertical walls and open or closed bottoms that collect and absorb runoff from sidewalks, pavements, and other impervious surfaces.
- (70) **POCKET WETLANDS.** A small (typically under 1,000 SF in area) constructed wetland designed to reduce peak stormwater flows and runoff volumes and to remove pollutants via settling and bio-uptake.
- (71) **PRINCIPAL BUILDING.** See BUILDING, PRINCIPAL.
- (72) **PRINCIPAL USE.** See USE, PRINCIPAL.
- (73) **PROFESSIONAL HOME OFFICES.** (Am. Ord. #24-07) See [section 17.61\(2\)\(b\)](#).
- (74) **RAIN BARREL.** A structure for the collection of roof runoff in containers typically ranging from 50 to 100 gallons in size, designed for the subsequent release of water to landscaped areas. A rain barrel shall be securely covered, have an overflow discharge device sized to adequately convey overflow to the point of discharge and have a convenient and functional means of water withdrawal.
- (75) **RAIN GARDEN.** A shallow, vegetated basin that collects and absorbs runoff from rooftops, pavements and other impervious surfaces. Also referred to as a "bioretention area."
- (76) **RAINWATER HARVESTING.** Collecting and storing rainfall for later use, typically in a rain barrel or cistern.
- (77) **RECYCLING COLLECTION CENTER.** (Cr. Ord. #32-91) A municipally-sponsored or privately-owned location for the collection of materials for recycling. Such materials shall include, but not be limited to tin, aluminum, glass, plastic and paper goods. The use shall be limited to collection and on-site storage of such materials only.
- (78) **RECYCLING COLLECTION/PROCESSING CENTER.** (Cr. Ord. #32-91) A location for the collection, storage, processing, packaging and transporting of recycled materials. Due to the nature of the zoning district and use, all operations shall be conducted inside an enclosed building. No temporary outside storage shall be allowed.
- (79) **RESTAURANT.** (Cr. Ord. #14-10) An establishment kept, used, maintained, advertised, or held out to the public as a place where the primary business is the preparation of food and meals in suitable kitchen facilities with service of such food and beverages to patrons. Food or drink are prepared and served within an enclosed building or outside dining area and predominantly consumed by customers seated at tables and served by wait staff on the premises. Other activities such as entertainment, the sale and service of alcoholic beverages for on-premises consumption, or the "carry-out" of food for off-premises consumption is considered to be accessory or incidental to the primary purpose of preparing and serving food. Restaurants have permanent seating facilities with sufficient counters or tables and seating to accommodate all customers being served with the surface of such counters or tables sufficient to accommodate full culinary services for each customer. The accessory or incidental sale

of alcohol shall not entitle an establishment to be considered a tavern under the terms of this Code. The term "restaurant" shall not be interpreted to include "tavern".

When an establishment includes characteristics shared by both a restaurant and tavern, the Zoning Administrator may consider one or more of the following characteristics when determining whether an establishment is one or the other: (1) days and hours of operation; (2) amount, relative percentage, and type of floor space, seating, tables, etc. devoted to the sale and service of alcoholic beverages vs. the preparation and service of food or other uses or activities; (3) size and type of kitchen facilities; (4) relative percentage of projected or actual business income (e.g., gross receipts) attributable to the sale of alcoholic beverages vs. food and meals; (5) other business, property, building, employee or patron-specific characteristics not listed herein.

- (80) **SETBACK OR FRONT YARD.** A yard extending across the full width of the lot, the depth of which shall be the minimum horizontal distance between the existing or proposed street or highway line and a line parallel thereto through the nearest point of the principal structure. Corner lots shall have 2 such yards.
- (81) **SIGN.** Any words, letters, figures, numerals, phrases, sentences, emblems, devices, designs, trade names or trade marks by which anything is made known and which are used to advertise or promote an individual, firm, association, corporation, profession, business, commodity or product and which are visible from any public street or highway.
- (82) **SIGN, AWNING.** A nonilluminated identification sign painted on or affixed flat to the surface of a movable awning and which does not extend vertically or horizontally from the awning.
- (83) **SIGN, CANOPY.** A sign affixed to or forming part of a permanent canopy or marquee and which does not extend horizontally beyond the limits of such canopy or marquee.
- (84) **SIGN, DIRECTIONAL.** (Cr. Ord. #24-06) A sign whose message is exclusively limited to guiding the circulation of motorists or pedestrians on the site.
- (85) **SIGN, GROUND.** A free-standing sign affixed to the ground and independent of any building.
- (86) **SIGN, OUTDOOR ADVERTISING.** A structural poster, panel or painted sign, either free-standing or attached to the outside of a building, for the purpose of conveying information, knowledge or ideas to the public about a subject either related or unrelated to the premises upon which located.
- (87) **RESERVED.** (Rep. Ord. #21-09)
- (88) **SIGN, PROJECTING.** A sign extending more than 12 inches from the face of a building or structure.
- (89) **SIGN, ROOF.** A sign erected on or over the roof of a building.
- (90) **SIGN, TEMPORARY.** (Am. Ord. #21-09; Am. Ord. #4-10) A banner, pennant or advertising display with or without text, graphic, logo or message constructed of wood, metal, cloth, canvas, light fabric, cardboard, vinyl, plastic or other material that is freestanding or mounted on a support structure where, either by type of construction, location of display or purpose, is intended to be displayed for a short period of time. Signs that are specifically prohibited for use as a temporary sign include search lights, inflatables, signs with internal electronic components, or any sign cabinet or other sign that is typically used as a permanent sign that is mounted, displayed or otherwise used on a temporary basis.
- (91) **SIGN, WALL.** A sign which is attached to a wall of a building or structure and projects no more than 12 inches from such wall or structure.
- (92) **SIGNABLE AREA.** The signable area of a building is the area of the facade of the building up to the roof line which is free of windows and doors or major architectural detail on which signs may be displayed. In computing signable area, any facade which faces and abuts upon a public street right-of-way may be utilized.
- (93) **SIGNIFICANT FACILITIES AND SERVICES SPECIFICALLY DESIGNED TO MEET THE PHYSICAL OR SOCIAL NEEDS OF OLDER PERSONS.** (Cr. Ord. #45-95) Those services or facilities defined in the Wisconsin Fair Housing Act, §101.22(lm)(u), Wis. Stats., to wit, includes social and recreational programs; continuing education; information and counseling; recreational, homemaker, outside

maintenance and referral services; an accessible physical environment; emergency and preventative health care programs; congregate dining facilities; transportation to facilitate access to social services; and services designed to encourage and assist residents to use the services and facilities available to them.

(94) STORMWATER TREE. A tree or trees selected and installed (either with or without an engineered box or structure) as an integral component of a site-specific stormwater management plan, sited at a point or location where the tree(s) will have the effect of increasing the coverage of tree canopies to provide stormwater interception and evapotranspiration, stormwater uptake, and increased infiltration.

(95) STREET. A public right-of-way not less than 60 feet wide providing primary or principal access to abutting properties.

(96) STREET, ARTERIAL. A street used, or intended to be used, primarily for fast or heavy interneighborhood or intercommunity through traffic. Arterial street shall include freeways and expressways as well as standard arterial streets, highways and parkways.

(97) STREET, COLLECTOR. An urban street used, or intended to be used, to carry traffic from minor street to arterials street systems including the principal entrance street to urban residential subdivisions.

(98) STREET, MINOR. A street used, or intended to be used, primarily for access to abutting properties.

(99) STRUCTURE. An erection or construction such as buildings, towers, masts, poles, booms, signs, decorations, carports, machinery and equipment.

(100) STRUCTURAL ALTERATIONS. Any change in the supporting members of a structure such as foundations, bearing walls, columns, beams or girders.

(101) STRUCTURE, OUTDOOR ADVERTISING. Anything constructed or erected, either free-standing or attached to the outside of a building, for the purpose of conveying information, knowledge or ideas to the public about a subject either related to unrelated to the premises upon which located.

(102) SUBSTANTIAL IMPROVEMENT. Any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50% of the present equalized value of the structure either before the improvement or repair is started, or if the structure has been damaged, and is being restored, before the damage occurred. The term does not, however, include either of the following.

- (a) Any project for improvement of a structure to comply with existing State or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
- (b) Any alteration of a structure or site documented as deserving preservation by the Wisconsin State Historical Society or listed on the National Register of Historic Places.

Ordinary maintenance repairs are not considered structural repairs, modifications or additions; such ordinary maintenance repairs include internal and external painting, decorating, paneling and the replacement of doors, windows and other nonstructural components.

(103) SUSTAINED YIELD FORESTRY. Management of forested lands to provide annual or periodic crops of forest products.

(104) TAVERN. (Cr. Ord. #14-10) An establishment kept, used, maintained, advertised, or held out to the public as a place where the primary business is the sale and service of alcoholic beverages for on-premises consumption, subject to regulatory authority of the Village of Germantown and consisting of one or more of the following characteristics: age restrictions or cover charges for admission; listening to music; hours of operation which extend beyond the normal dining times for dinner (after 10:00 p.m.). The serving of already prepared snacks, chips, peanuts, pizzas, and other limited menu "short-order" grill items in a tavern is considered to be accessory or incidental to the principal use of serving and consuming alcoholic beverages. The accessory or incidental sale of such snacks or food items shall not entitle an establishment to be considered a restaurant under the terms of this Code. The term "tavern" shall not be interpreted to include "restaurant".

When an establishment includes characteristics shared by both a restaurant and tavern, the Zoning Administrator may consider one or more of the following characteristics when determining whether an

establishment is one or the other: (1) days and hours of operation; (2) amount, relative percentage, and type of floor space, seating, tables, etc. devoted to the sale and service of alcoholic beverages vs. the preparation and service of food or other uses or activities; (3) size and type of kitchen facilities; (4) relative percentage of projected or actual business income (e.g., gross receipts) attributable to the sale of alcoholic beverages vs. food and meals; (5) other business, property, building, employee or patron-specific characteristics not listed herein.

- (105) **USE, ACCESSORY.** See ACCESSORY USE.
- (106) **USE, PERMITTED.** A use which may be lawfully established in a particular district, provided it conforms with all requirements, regulations and standards of such district.
- (107) **USE, PRINCIPAL.** The main use of land or a building as distinguished from a subordinate use.
- (108) **USE, TEMPORARY.** (Rep. & Recr. Ord. #32-91) Impermanent uses of an occasional nature not exceeding 6 months duration. Temporary uses shall not involve the use of permanent structures, permanent signs or portable signs.
- (109) **USE, UNCLASSIFIED OR UNSPECIFIED.** A use not specifically enumerated as a permitted use or conditional use in a particular zoning district.

(110) **VEGETATED STORMWATER MANAGEMENT MEASURES.** Vegetated swales, bioretention areas, rain gardens, amended soil areas, pocket wetlands, stormwater trees, or similar practices that are designed and intended to provide stormwater treatment and control by promoting evapotranspiration and infiltration of stormwater.

(111) **VEGETATED SWALES.** Stormwater conveyance systems routing stormwater flows through vegetated areas, natural elongated depressions, or constructed channels. A vegetated infiltration swale differs from a conventional drainage channel or ditch in that it is constructed specifically to promote infiltration. Also referred to as a "bioswale."

- (112) **YARD, FRONT.** See SETBACK or FRONT YARD.
- (113) **YARD, REAR.** An open space on the same lot with a main building, unoccupied except as hereinafter permitted, extending the full width of the lot and situated between the rear line of the lot and the rear line of the building projected to the side lines of the lot. The depth of the rear yard shall be measured between the rear line of the lot, or the center line of the alley if there be an alley, and the rear line of the building.
- (114) **YARD, SIDE.** An open unoccupied space on the same lot with a main building, situated between the side of the building and the adjacent side line of the lot and extending from the rear line of the front yard to the front line of the rear yard. If there be no front yard, the front boundary of the side yard shall be the front line of the lot, and if there be no rear yard, the rear boundary of the side yard shall be the rear line of the lot. The side yard on corner lots shall extend from the rear line of the front yard to the rear line of the lot in every case.

17.09 COMMUNITY LIVING ARRANGEMENTS; FAMILY DAY CARE HOMES.

- (1) **STATE LAWS ADOPTED.** The provisions of §§62.23(7)(l) and 66.304, Wis. Stats., are hereby adopted by reference and shall supersede all permitted and conditional uses as stated in this chapter.
- (2) **PERMITTED USES; RESTRICTIONS.** (Am. Ord. #34-89; Am. Ord. #42-95)

Community Living Arrangements (CLA); Family Day Care Homes	Districts Permitted	Statutory Restrictions
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(a)	Foster or treatment foster home (domicile) licensed under §48.62, Wis. Stats., up to 4 children	All residential districts	None
(b)	Other foster homes	All residential districts	§62.23(7)(i)1. and 2., Wis. Stats.
(b1)	Adult family home (domicile) as defined in §50.01(1), Wis. Stats., and certified under §50.032(1m)(b), Wis. Stats., up to 4 adults, or more if all adults are siblings	All residential districts	None
(b2)	Other adult family homes	All residential districts	§62.23(7)(l)1. and 2., Wis. Stats.
(b3)	Adult family licensed under §50.033(1m)(b) Wis. Stats., (5 or more)	All residential districts	§62.23(7)(l)9., Wis. Stats.
(c)	CLA, up to 8 persons	All residential districts	§62.23(7)(l)1., 2. and 9., Wis. Stats.
(d)	CLA, 9 to 15 persons	Multifamily districts	§62.23(7)(i)1., 2. and 9., Wis. Stats.
(e)	Family day care home licensed under §48.65, Wis. Stats., up to 8 children	All one-family and 2-family districts and planned residential development districts	§66.304, Wis. Stats.

- (3) **CONDITIONAL USES.** All community living arrangements and family day care homes not permitted in subsection (2) above. See [section 17.42](#) of this chapter.

17.10 ZONING DISTRICTS ESTABLISHED. (Am. Ord. #45-95; Am. Ord. #9-99)

For the purposes of this chapter, the Village is hereby divided into zoning districts, as follows:

- (1) A-1 Agricultural District.
- (2) A-2 Agricultural District.
- (3) Rs-1 Single-Family Residential District.
- (4) Rs-2 Single-Family Residential District.

- (5) Rs-3 Single-Family Residential District.
- (6) Rs-4 Single-Family Residential District.
- (7) Rs-5 Single-Family Residential District.
- (8) Rs-6 Single-Family Residential District.
- (9) Rs-7 Single-Family Residential District.
- (10) Rd-2 One-Family and 2-family Residential District.
- (11) Rm-1 Multiple-Family Residential District.
- (12) Rm-2 Multiple-Family Residential District.
- (13) Rm-3 Multiple-Family Residential District.
- (13a) EH Elderly Housing District.
- (14) MHP Mobile Home Park Residential District.
- (15) I Institutional District.
- (16) PD Planned Development District.
- (17) B-1 Neighborhood Business District.
- (18) B-2 Community Business District.
- (19) B-3 General Business District.
- (20) B-4 Professional Office District.
- (21) B-5 Highway Business District.
- (22) M-1 Limited Industrial District.
- (23) M-2 General Industrial District.
- (24) M-3 Special Use Industrial District.
- (25) M-4 Mineral Extraction District.
- (26) HIA Highway Interchange Area District (Overlay District).
- (27) FW Floodway District.
- (28) FF Flood Fringe District.
- (29) HP Historic Preservation District (See chapter 26).

State law references—Zoning districts authorized, Wis. Stats. §§ 61.35, 62.23(7)(b).

17.11 DISTRICT BOUNDARIES.

- (1) **ZONING MAP.** The boundaries of the districts enumerated in [section 17.10](#) above are hereby established as shown on the maps entitled "Zoning District Map, Village of Germantown, Wisconsin," and dated January 15, 1988; said maps are hereby adopted by reference and made a part of this Code.
- (2) **BOUNDARY LINES.** The boundaries shall be construed to follow corporate limits; U.S. Public Land Survey lines; lot or property lines; center lines of streets, highways, alleys, easements and railroad rights-of-way; or such lines extended unless otherwise noted on the Zoning Map.
 - (a) *Vacation.* Vacation of public streets and alleys shall cause the land vacated to be automatically placed in the same district as the abutting side to which the vacated land reverts.

(b) *Annexations and Consolidations.* Annexations to or consolidations with the Village subsequent to the effective date of this chapter shall be placed in the A-1 Agricultural District unless the annexation ordinance temporarily placed the land in another district. Within one year, the Plan Commission shall evaluate and recommend a permanent district classification to the Village Board.

(3) **AMENDMENTS TO MAP.** Since January 15, 1988, the Zoning Map has been amended by Ordinance Numbers 6-88, 7-88, 13-88, 14-88, 17-88, 18-88, 19-88, 20-88, 21-88, 22-88, 23-88, 24-88, 25-88, 26-88, 32-88, 36-88, 39-88, 1-89, 2-89, 4-89, 9-89, 10-89, 14-89, 15-89, 16-89, 18-89, 21-89, 22-89, 24-89, 27-89, 29-89, 43-89, 45-89, 46-89, 47-89, 51-89, 1-90, 3-90, 7-90, 8-90, 9-90, 21-90, 22-90, 31-90, 32-90, 33-90, 34-90, 42-90, 43-90, 44-90, 47-90, 48-90, 7-91, 8-91, 9-91, 11-91, 13-91, 19-91, 24-91, 25-91, 26-91, 27-91, 29-91, 30-91, 31-91, 34-91, 35-91, 36-91, 42-91, 46-91, 1-92, 2-92, 6-92, 7-92, 8-92, 9-92, 14-92, 15-92, 16-92, 19-92, 20-92, 22-92, 23-92, 24-92, 25-92, 26a-92, 28-92, 34-92, 35-92, 36-92, 38-92, 39-92, 41-92, 42-92, 43-92, 44-92, 2-93, 3-93, 4-93, 10-93, 11-93, 14-93, 17-93, 22-93, 27-93, 30-93, 36-93, 1-94, 9-94, 10-94, 11-94, 12-94, 14-94, 16-94, 17-94, 24-94, 25-94, 28-94, 30-94, 31-94, 32-94, 35-94, 37-94, 40-94, 45-94, 46-94, 2-95, 3-95, 4-95, 6-95, 7-95, 8-95, 10-95, 13-95, 14-95, 18-95, 19-95, 20-95, 23-95, 33-95, 34-95, 37-95, 38-95, 46-95, 47-95, 48-95, 49-95, 50-95, 52-95, 53-95, 6-96, 7-96, 10-96, 12b-96, 14-96, 16-96, 17-96, 18-96, 20-96, 21-96, 24-96, 28-96, 5-97, 7-97, 10-97, 11-97, 13-97, 14-97, 15-97, 17-97, 18-97, 19-97, 20-97, 21-97, 25-97, 28-97, 31-97, 32-97, 33-97, 36-97, 18-98, 20-98, 24-98, 25-98, 26-98, 29-98, 35-98, 37-98, 42-98, 45-98, 46-98, 1-99, 2-99, 3-99, 6-99, 7-99, 8-99, 10-99, 11-99, 22-99, 26-99, 27-99, 35-99, 36-99, 1-00, 4-00, 6-00, 10-00, 12-00, 13-00, 18-00, 17-00, 18-00, 23-00, 24-00, 25-00, 27-00, 28-00, 1-01, 7-01, 10-01, 14-01, 15-01, 18-01, 19-01, 22-01, 23-01, 22-01a, 27-01, 28-01, 2-02, 3-02, 4-02, 8-02, 9-02, 10-02, 13-02, 14-02, 18-02, 19-02, 21-02, 22-02, 23-02, 24-02, 26-02, 34-02, 39-02, 40-02, 41-02, 43-02, 44-02, 45-02, 1-03, 9-03, 10-03, 15-03, 21-03, 27-03, 31-03, 1-04, 2-04, 3-04, 4-04, 5-04, 6-04, 8-04, 9-04, 12-04, 14-04, 15-04, 17-04, 18-04, 22-04, 23-04, 27-04, 28-04, 29-04, 31-04, 33-04, 34-04, 1-05, 2-05, 3-05, 6-05, 7-05, 8-05, 11-05, 12-05, 15-05, 16-05, 17-05, 19-05, 21-05, 23-05, 24-05, 25-05, 26-05, 28-05, 33-05, 37-05, 39-05, 40-05, 44-05, 45-05, 02-06, 04-06, 07-06, 08-06, 11-06, 16-06, 17-06, 18-06, 20-06, 23-06, 26-06, 27-06, 31-06, 01-07, 2-07, 12-07, 14-07, 27-07, 28-07, 32-07, 36-07, 37-07, 01-08, 05-08, 07-08, 20-08, 02-09, 11-09, 16-09, 22-09, 24-09, 27-09, 28-09, 29-09, 8-10, 16-10, 21-10, 6-11, 10-11, 13-11, 17-11, 18-11, 5-12, 13-12, 16-12, 02-13, 03-13, 05-13, 06-13, 09-13, 10-13, 12-13, 14-13, 15-13.

17.12 A-1 AGRICULTURAL DISTRICT.

The A-1 Agricultural District is intended to provide for the continuation of general farming and related uses in those areas of the Village that are not committed to urban development. It is further the intent of this district to protect rural lands in the Village from urban development until their orderly transition into urban-oriented districts is required.

- (1) **PERMITTED USES.** (Renum. 10/01 jaw)
- (a) Apiculture (beekeeping).
 - (b) Dairy farming.
 - (c) Crop raising.
 - (d) Grazing or pasturing.
 - (e) Livestock raising, except commercial feedlots and fur farms.
 - (f) Orchards.
 - (g) Plant nurseries.
 - (h) Poultry raising, except where conducted principally as an enterprise.
 - (i) Raising of trees.
 - (j) Sod farming.

- (k) Residential structures which are the original and principal farm residences remaining after the consolidation of 2 or more farms, minimum 2-acre lots.
 - (l) Residential structures which are the original and principal farm residences being subdivided from an existing farm, minimum 2-acre lots.
 - (m) Uses and structures customarily accessory to a permitted agricultural use.
 - (n) Home occupations.
 - (o) Two nonilluminated signs not larger than 6 square feet in area for use in advertising of products produced on the farm.
 - (p) One roadside stand for the sale of selected farm products produced on the premises and not exceeding 150 square feet in floor area, the location of which shall be approved by the Zoning Administrator.
 - (q) One single-family farm dwelling and garage.
 - (r) Wind energy conversion systems and solar energy conversion systems. (Cr. Ord. #1-91)
 - (s) Single-family dwellings, not farm related, with attached or detached garages, at facilities densities not greater than 0.1 dwelling unit per net acre. (Cr. Ord. #3-11)
- (2) **CONDITIONAL USES.** (Renum. 10/01 jw) See [section 17.42](#) of this chapter.
- (a) Airstrips and landing fields, 20 acres minimum.
 - (b) Animal hospitals, shelters and kennels.
 - (c) Boarding houses.
 - (d) Commercial broiler and egg production.
 - (e) Commercial feedlots.
 - (f) Commercial fur farms.
 - (g) Housing for farm laborers not permitted in subsection (1) above.
 - (h) Housing for seasonal or migratory farm workers.
 - (i) Livestock sales facilities.
 - (j) Poultry and small game dressing and packing incidental to farm operations providing that all operations are conducted within an enclosed building.
 - (k) Production of sausages incidental to farm operations providing that all operations are conducted within an enclosed building.
 - (l) Retail sales of nursery products not raised on the premises.
 - (m) Recreational vehicle and boat storage if completely enclosed within a building.
 - (n) Sportsmen's clubs.
 - (o) A second single-family residential dwelling if the need for more than one single-family dwelling to support and carry on the principal or approved conditional use can be established to the satisfaction of the Plan Commission before issuance of a building permit. If approval for a second farm dwelling is granted, the additional dwelling shall be placed on a parcel separated from the farm lot provided that any parcel so created conforms with all regulations set forth in [section 17.14](#) of this chapter.
 - (p) Churches and synagogues, including parsonage.
 - (q) Hospitals, sanitariums, nursing homes and clinics.
 - (r) Public or private schools, colleges and universities.

- (s) Public administrative offices, including fire and police stations.
- (t) Cemeteries and mausoleums.
- (u) Electric generation plants and substations.
- (v) Public service uses, garages and storage areas.
- (w) Radio and television transmitting and receiving towers; microwave relay stations; and water towers.
- (x) Transit and carpooling parking areas.
- (y) Waste water treatment plant.
- (z) Golf courses, with or without country club facilities.
- (aa) Parks and playgrounds.
- (bb) Recreation and health centers.
- (cc) Archery and driving ranges.
- (dd) Commercial stables and riding academies.
- (ee) Skeet and trap shooting ranges.
- (ff) Campgrounds.
- (gg) Storage of commercial vehicles and equipment if completely enclosed within a building. (Cr. Ord. #35-90)
- (hh) Farm markets. (Cr. Ord. #10-91)
- (ii) Bed and breakfast establishments. (Cr. Ord. #4-97)
- (2a) **TEMPORARY USES.** (Cr. Ord. #32-91)
 - (a) Agricultural expositions up to 30 days maximum.
- (3) **LOT AREA AND WIDTH.**
 - (a) Farm uses as provided herein including farm structures hereafter erected, moved or structurally altered shall provide a contiguous parcel of not less than 35 acres, and no farm parcel shall be less than 600 feet in width.
 - (b) Existing residential structures and farm buildings remaining after the consolidation of existing farms shall provide a lot area of not less than 5 acres that has a lot width of not less than 300 feet, as established by minor land division.
 - (c) When lands in the S-W, FW or FF Districts lie adjacent to lands in the A-1 District and under the same ownership, up to 85% of such lands may be used to meet the lot area requirements of the A-1 District.
- (4) **BUILDING HEIGHT.** Buildings, except barns, elevators, grain dryers and silos, shall not exceed 45 feet in height.
- (5) **SETBACK AND YARDS.**
 - (a) *Front Setback.* 60 feet, minimum.
 - (b) *Side Yards.* 25 feet, minimum, except that bee hives and buildings used for keeping livestock and poultry, and all new buildings constructed after the effective date of this Code shall have yards of not less than 50 feet.
 - (c) *Rear Yard.* 50 feet, minimum.
- (6) **MINIMUM DWELLING SIZE.** Same as for Rs-I District.

Minimum dwelling size, excluding garage:	
1 bedroom	1,200 sq. ft.
2 bedrooms	1,300 sq. ft.
3 bedrooms	1,500 sq. ft.
4 bedrooms	1,700 sq. ft.
Minimum ground perimeter area	1,200 sq. ft.

- (7) **PARKING.** No on-street parking shall be allowed.
- (8) **ACCESSORY BUILDINGS.** (Cr. Ord. #27-02) All new construction of accessory buildings in the A-1 or A-2 District shall only be permitted if the parcel contains 10 acres or more. Any parcels less than 10 acres shall follow the accessory building regulations, including height, size and setbacks established for the Rs-1 and Rs-2 Zoning Districts, [section 17.41](#)(1)(a).
- (9) **USES PROHIBITED.** (Cr. Ord. #27-02) All permitted and conditional uses in the A-1 and A-2 Agricultural Districts shall only be permitted if the parcel contains 10 acres or more. Any parcel less than 10 acres shall follow the permitted and conditional uses established for the Rs-1 Zoning District, [section 17.14](#)(1) and (2).

17.13 A-2 AGRICULTURAL DISTRICT.

The A-2 Agricultural District is intended to provide for, maintain, preserve and enhance agricultural lands historically utilized for crop production but which are not included within the A-1 Agricultural District and which are generally best suited for smaller farm units, including truck farming, horse farming, hobby farming, orchards and other similar agriculture-related farming activities.

- (1) **PERMITTED USES.** Those uses permitted in the A-1 District.
- (2) **CONDITIONAL USES.** See [section 17.42](#) of this chapter. Conditional uses enumerated in the A-1 District, except animal hospitals, shelters and kennels. (Am. Ord. #34-89; Renum. 3/02 jw)
- (a) Airstrips and landing fields, 20 acres, minimum.
 - (b) Agricultural warehousing.
 - (c) Bird seed and grain processing.
 - (d) Boarding houses.
 - (e) Commercial broiler and egg production.
 - (f) Commercial feedlots.
 - (g) Commercial fur farms.
 - (h) Contract sorting, grading and packaging of fruits and vegetables.
 - (i) Corn shelling, hay baling and threshing services.

- (j) Drying and dehydrating of fruits and vegetables.
- (k) Horticultural services.
- (l) Housing for farm laborers not permitted in subsection (1) above.
- (m) Housing for seasonal or migratory farm workers.
- (n) Livestock sales facilities.
- (o) Poultry and small game dressing and packing incidental to farm operations providing that all operations are conducted within an enclosed building.
- (p) Poultry hatchery services.
- (q) Production of sausages incidental to farm operations providing that all operations are conducted within an enclosed building.
- (r) Retail sales of nursery products not raised on the premises.
- (s) Recreational vehicle and boat storage if completely enclosed within a building.
- (t) Sportsmen's clubs.
- (u) A second single-family residential dwelling if the need for more than one single-family dwelling to support and carry on the principal or approved conditional use can be established to the satisfaction of the Plan Commission before issuance of a building permit. If approval for a second farm dwelling is granted, the additional dwelling shall be placed on a parcel separated from the farm lot provided that any parcel so created conforms with all regulations set forth in [section 17.14](#) of this chapter.
- (v) Churches and synagogues, including parsonage.
- (w) Hospitals, sanitariums, nursing homes and clinics.
- (x) Public or private schools, colleges and universities.
- (y) Public administrative offices, including fire and police stations.
- (z) Cemeteries and mausoleums.
- (aa) Electric generation plants and substations.
- (bb) Public service uses, garages and storage areas.
- (cc) Radio and television transmitting and receiving towers; microwave relay stations; and water towers.
- (dd) Transit and carpooling parking areas.
- (ee) Waste water treatment plant.
- (ff) Golf courses, with or without country club facilities.
- (gg) Parks and playgrounds.
- (hh) Recreation and health centers.
- (ii) Archery and driving ranges.
- (jj) Commercial stables and riding academies.
- (kk) Skeet and trap shooting ranges.
- (ll) Campgrounds.
- (mm) Storage of commercial vehicles and equipment if completely enclosed within a building.
(Cr. Ord. #35-90)
- (nn) Farm markets. (Cr. Ord. #10-91)

(oo) Bed and breakfast establishments. (Cr. Ord. #4-97)

(2a) **TEMPORARY USES.** (Cr. Ord. #32-91)

(3) **LOT AREA AND WIDTH.** (Am. Ord. #18-99; Am. Ord. #31-99)

(a)	Lot frontage at building setback	Minimum 300 feet
	Lot area	Minimum 10 acres

(b) When lands in the S-W, FW or FF Districts lie adjacent to lands in the A-2 District and under the same ownership, up to 75% of such lands may be used to meet the lot area requirements of the A-2 District.

(4) **BUILDING HEIGHT.** Same as for A-1 District. Buildings, except barns, elevators, grain dryers and silos, shall not exceed 45 feet in height.

(5) **SETBACK AND YARDS.** Same as for A-1 District. (Renum. 3/01 jw)

(a) *Front Setback.* 60 feet, minimum.

(b) *Side Yards.* 25 feet, minimum, except that bee hives and buildings used for keeping livestock and poultry, and all new buildings constructed after the effective date of this Code shall have yards of not less than 50 feet.

(c) *Rear Yard.* 50 feet, minimum.

(6) **MINIMUM DWELLING SIZE.** Same as for Rs-1 District.

Minimum dwelling size, excluding garage:	
1 bedroom	1,200 sq. ft.
2 bedrooms	1,300 sq. ft.
3 bedrooms	1,500 sq. ft.
4 bedrooms	1,700 sq. ft.
Minimum ground perimeter area	1,200 sq. ft.

(7) **PARKING.** No on-street parking shall be allowed in the A-2 District.

(8) **ACCESSORY BUILDINGS.** (Cr. Ord. #27-02) All new construction of accessory buildings in the A-1 or A-2 District shall only be permitted if the parcel contains 10 acres or more. Any parcels less than 10 acres shall follow the accessory building regulations, including height, size and setbacks established for the Rs-1 and Rs-2 Zoning Districts, [section 17.41\(1\)\(a\)](#).

- (9) **USES PROHIBITED.** (Cr. Ord. #27-02) All Permitted and Conditional Uses in the A-1 and A-2 Agricultural Districts shall only be permitted if the parcel contains 10 acres or more. Any parcel less than 10 acres shall follow the Permitted and Conditional Uses established for the Rs-1 Zoning District, [section 17.14](#)(1) and (2).

17.14 Rs-1 SINGLE-FAMILY RESIDENTIAL DISTRICT.

The Rs-1 Residential District is intended to provide for single-family residential development in predominantly rural areas not served by municipal sewer and water facilities at densities not to exceed 0.2 dwelling unit per net acre.

(1) **PERMITTED USES.**

- (a) Single-family dwellings with attached or detached garages.
- (b) Home occupations and professional home offices.
- (c) The keeping of certain animals in outdoor pens or detached buildings, as follows:
 - 1. Not more than one horse more than 6 months of age per 2 acres.
 - 2. Not more than 3 dogs or 3 cats, or a combination thereof, which are over the age of 12 months. (Am. Ord. #34-89)
- (d) Yard and gardening equipment storage structures.

(2) **CONDITIONAL USES.** See [section 17.42](#) of this chapter. (Cr. Ord. #1-91; Rep. Ord. #12-92; Cr. Ord. #4-97; Rep. Ord. #34-98; Renum. 10/01 jw)

- (a) Raising of poultry, fowl, animals or fish for meat or by-products for family consumption only.
- (b) Electric substations.
- (c) Transit and carpooling parking areas.
- (d) Golf courses with or without country club facilities, and one caretaker's residence.
- (e) Parks, leisure and ornamental.
- (f) Recreation and health centers.
- (g) Archery and driving ranges.
- (h) Wind energy conversion systems and solar energy conversion systems. (Cr. Ord. #1-91)
- (i) Bed and breakfast establishments. (Cr. Ord. #4-97)

(2a) **TEMPORARY USES.** (Cr. Ord. #32-91)

- (a) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.

(3) **LOT, YARD AND BUILDING REQUIREMENTS.** (Am. Ord. #22-03)

Lot frontage at setback	Minimum 300 ft.
*Lot area	Minimum 5 acres
Principal building:	
Front yard	Minimum 45 ft.

Side yards	Minimum 30 ft.
Rear yard	Minimum 35 ft.
Accessory buildings:	
Front yard	Minimum 45 ft.
**Side yards	30 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
**Rear yard	Minimum 5 ft.
Building height	Maximum 35 ft.
Number of stories	Maximum 2½
Percent of lot coverage	Maximum 2.5%
Minimum dwelling size, excluding garage:	
1 bedroom	1,200 sq. ft.
2 bedrooms	1,300 sq. ft.
3 bedrooms	1,500 sq. ft.
4 bedrooms	1,700 sq. ft.
Minimum ground perimeter area	1,200 sq. ft.
Off-street parking	Minimum 2 spaces, both of which are in a garage. See also section 17.45 of this chapter.

*When lands in the S-W, FW or FF District lie adjacent to lands in the Rs-1 District and under the same ownership, up to 60% of such lands may be used to meet lot area requirements.

**Except 50 feet for any accessory building housing a stable, kennel or building where livestock or poultry are kept.

17.15 Rs-2 SINGLE-FAMILY RESIDENTIAL DISTRICT.

The Rs-2 Residential District is intended to provide for single-family residential development in predominantly rural areas not served by municipal sewer and water facilities where historic development patterns make impractical the use of the Rs-1 District regulations, and at densities not to exceed 0.5 dwelling unit per net acre.

(1) **PERMITTED USES.**

- (a) Single-family dwellings with attached or detached garages.
- (b) Home occupations and professional home offices.
- (c) Yard and gardening equipment storage structures.

(2) **CONDITIONAL USES.** See [section 17.42](#) of this chapter. Conditional uses as enumerated in Rs-1 District.

- (a) The keeping of certain animals in outdoor pens or detached buildings, as follows:
 - 1. Not more than one horse more than 6 months of age per 2 acres.
 - 2. Not more than 3 dogs or 3 cats, or a combination thereof, which are over the age of 12 months. (Am. Ord. #34-89)
- (b) Raising of poultry, fowl, animals or fish for meat or by-products for family consumption only.
- (c) Electric substations.
- (d) Transit and carpooling parking areas.
- (e) Golf courses with or without country club facilities, and one caretaker's residence.
- (f) Parks, leisure and ornamental.
- (g) Recreation and health centers.
- (h) Archery and driving ranges.
- (i) Wind energy conversion systems and solar energy conversion systems. (Cr. Ord. #1-91)
- (j) Bed and breakfast establishments. Conditional uses enumerated in Rs-1 District. (Cr. Ord. #4-97)

(2a) **TEMPORARY USES.** (Cr. Ord. #32-91)

- (a) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.

(3) **LOT, YARD AND BUILDING REQUIREMENTS.** (Am. Ord. #22-03)

Lot frontage at setback	Minimum 220 ft.
*Lot area	Minimum 2 acres
Principal building:	
Front yard	Minimum 45 ft.

Side yards	Minimum 25 ft.
Rear yard	Minimum 35 ft.
Accessory buildings:	
Front yard	Minimum 45 ft.
**Side yards	25 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
**Rear yard	Minimum 5 ft.
Building height	Maximum 35 ft.
Number of stories	Maximum 2½
Percent of lot coverage	Maximum 6%
Minimum dwelling size, excluding garage:	
1 bedroom	1,200 sq. ft.
2 bedrooms	1,300 sq. ft.
3 bedrooms	1,500 sq. ft.
4 bedrooms	1,700 sq. ft.
Minimum ground perimeter area	1,200 sq. ft.
Off-street parking	Minimum 2 spaces, both of which are in a garage. See also section 17.45 of this chapter.

*When lands in the S-W, FW or FF District lie adjacent to lands in the Rs-2 District and under the same ownership, up to 40% of such lands may be used to meet lot area requirements.

**Except 50 feet for any accessory building housing a stable, kennel or building where livestock or poultry are kept.

17.16 Rs-3 SINGLE-FAMILY RESIDENTIAL DISTRICT.

The Rs-3 Residential District is intended to provide for single-family residential development in predominantly rural areas not served by municipal sewer and water facilities at densities not exceeding 1.0 dwelling unit per net acre.

(1) **PERMITTED USES.**

- (a) Single-family dwellings with attached or detached garages.
- (b) Yard and gardening equipment storage structures.
- (c) Home occupations and professional home offices.

(2) **CONDITIONAL USES.** See [section 17.42](#) of this chapter. (Rep. Ord. #42-95; Rep. Ord. #34-98; Renum. 10/01 jw)

- (a) Electric substations. (Rep. & Recr. Ord. #34-98)
- (b) Parks and playgrounds. (Rep. & Recr. Ord. #34-98)
- (c) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
- (d) Golf courses, with or without country club facilities, and one caretaker's residence.
- (e) Lodging or boarding houses.
- (f) Wind energy conversion systems and solar energy conversion systems. (Cr. Ord. #1-91)
- (g) Bed and breakfast establishments. (Cr. Ord. #4-97)

(2a) **TEMPORARY USES.** (Cr. Ord. #32-91)

- (a) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.

(3) **LOT, YARD AND BUILDING REQUIREMENTS.** (Am. Ord. #22-03; Am. Ord. #20-05)

Lot frontage at setback	Minimum 150 ft.
Lot area	Minimum one acre
Principal building:	
Front yard	Minimum 45 ft.
Side yards	Minimum 20 ft.
Rear yard	Minimum 35 ft.
Accessory buildings:	

Front yard	Minimum 45 ft.
Side yards	20 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
Rear yard	Minimum 5 ft.
Building height	Maximum 35 ft.
Percent of lot coverage	Maximum 25%
Minimum dwelling size, excluding garage (same as Rs-1 District):	
1 bedroom	1,200 sq. ft.
2 bedrooms	1,300 sq. ft.
3 bedrooms	1,500 sq. ft.
4 bedrooms	1,700 sq. ft.
Minimum ground perimeter area	1,200 sq. ft.
Off-street parking	Minimum 2 spaces, both of which are in a garage. See also section 17.45 of this chapter.

17.17 Rs-4 SINGLE-FAMILY RESIDENTIAL DISTRICT.

The Rs-4 Residential District is intended to provide for single-family residential development at densities not exceeding 2.2 dwelling units per net acre and served by municipal sewer and water facilities.

- (1) **PERMITTED USES.** Same as Rs-3 District.
 - (a) Single-family dwellings with attached or detached garages.
 - (b) Yard and gardening equipment storage structures.
 - (c) Home occupations and professional home offices.
- (2) **CONDITIONAL USES.** Same as Rs-3 District. See [section 17.42](#) of this chapter. (Rep. Ord. #42-95; Rep. Ord. #34-98; Renum. 10/01 jw)
 - (a) Electric substations. (Rep. & Recr. Ord. #34-98)

- (b) Parks and playgrounds. (Rep. & Recr. Ord. #34-98)
- (c) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
- (d) Golf courses, with or without country club facilities, and one caretaker's residence.
- (e) Lodging or boarding houses.
- (f) Wind energy conversion systems and solar energy conversion systems. (Cr. Ord. #1-91)
- (g) Bed and breakfast establishments. (Cr. Ord. #4-97)

(2a) **TEMPORARY USES.** (Cr. Ord. #32-91)

- (a) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.

(3) **LOT, YARD AND BUILDING REQUIREMENTS.** (Am. Ord. #22-03; Am. Ord. #20-05)

Lot frontage at setback	Minimum 110 ft.
Lot area	Minimum 20,000 sq. ft.
Principal building:	
Front yard	Minimum 40 ft.
Side yards	Minimum 20 ft.
Rear yard	Minimum 35 ft.
Accessory buildings:	
Front yard	Minimum 40 ft.
Side yards	20 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
Rear yard	Minimum 5 ft.
Building height	Maximum 35 ft.
Number of stories	Maximum 2½
Percent of lot coverage	Maximum 25%
Minimum dwelling size, excluding garage:	

1 bedroom	1,200 sq. ft.
2 bedrooms	1,300 sq. ft.
3 bedrooms	1,500 sq. ft.
4 bedrooms	1,700 sq. ft.
Minimum ground perimeter area	1,000 sq. ft.
Off-street parking	Minimum 2 spaces, both of which are in a garage. See also section 17.45 of this chapter.

17.18 Rs-5 SINGLE-FAMILY RESIDENTIAL DISTRICT.

The Rs-5 Residential District is intended to provide for single-family residential development at densities not exceeding 2.9 dwelling units per net acre and served by municipal sewer and water facilities.

- (1) **PERMITTED USES.** Same as Rs-3 District.
 - (a) Single-family dwellings with attached or detached garages.
 - (b) Yard and gardening equipment storage structures.
 - (c) Home occupations and professional home offices.
- (2) **CONDITIONAL USES.** Same as Rs-3 District, except wind energy conversion systems. See [section 17.42](#) of this chapter. (Am. Ord. #1-91; Rep. Ord. #42-95; Rep. Ord. #34-98; Renum. 10/01 jw)
 - (a) Electric substations. (Rep. & Recr. Ord. #34-98)
 - (b) Parks and playgrounds. (Rep. & Recr. Ord. #34-98)
 - (c) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
 - (d) Golf courses, with or without country club facilities, and one caretaker's residence.
 - (e) Lodging or boarding houses.
 - (f) Solar energy conversion systems. (Cr. Ord. #1-91)
 - (g) Bed and breakfast establishments. (Cr. Ord. #4-97)
- (2a) **TEMPORARY USES.** (Cr. Ord. #32-91)
 - (a) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.
- (3) **LOT, YARD AND BUILDING REQUIREMENTS.** (Am. Ord. #22-03)

Lot frontage at setback	Minimum 100 ft.
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Lot area	Minimum 15,000 sq. ft.
Principal building:	
Front yard	Minimum 35 ft.
Side yards	Minimum 15 ft.
Rear yard	Minimum 35 ft.
Accessory buildings:	
Front yard	Minimum 35 ft.
Side yards	15 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
Rear yard	Minimum 5 ft.
Building height	Maximum 35 ft.
Number of stories	Maximum 2½
Percent of lot coverage	Maximum 25%
Minimum dwelling size, excluding garage:	
1 bedroom	1,200 sq. ft.
2 bedrooms	1,300 sq. ft.
3 bedrooms	1,400 sq. ft.
4 bedrooms	1,500 sq. ft.
Minimum ground perimeter area	1,000 sq. ft.
Off-street parking	Minimum 2 spaces, both of which are in a garage. See also section 17.45 of this chapter.

17.19 Rs-6 SINGLE-FAMILY RESIDENTIAL DISTRICT.

The Rs-6 Residential District is intended to provide for single-family residential development at densities not exceeding 3.5 dwelling units per net acre and served by municipal sewer and water facilities.

- (1) **PERMITTED USES.** Same as Rs-3 District.
- (a) Single-family dwellings with attached or detached garages.
 - (b) Yard and gardening equipment storage structures.
 - (c) Home occupations and professional home offices.
- (2) **CONDITIONAL USES.** Same as Rs-3 District, except wind energy conversion systems. See [section 17.42](#) of this chapter. (Am. Ord. #1-91; Rep. Ord. #42-95; Rep. Ord. #34-98; Renum. 10/01 jw)
- (a) Electric substations. (Rep. & Recr. Ord. #34-98)
 - (b) Parks and playgrounds. (Rep. & Recr. Ord. #34-98)
 - (c) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
 - (d) Golf courses, with or without country club facilities, and one caretaker's residence.
 - (e) Lodging or boarding houses.
 - (f) Solar energy conversion systems. (Cr. Ord. #1-91)
 - (g) Bed and breakfast establishments. (Cr. Ord. #4-97)
- (2a) **TEMPORARY USES.** (Cr. Ord. #32-91)
- (a) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.
- (3) **LOT, YARD AND BUILDING REQUIREMENTS.** (Am. Ord. #22-03)

Lot frontage at setback	Minimum 90 ft.
Lot area	Minimum 12,500 sq. ft.
Principal building:	
Front yard	Minimum 30 ft.
Side yards	Minimum 12 ft.
Rear yard	Minimum 30 ft.
Accessory buildings:	
Front yard	Minimum 30 ft.

Side yards	12 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
Rear yard	Minimum 5 ft.
Building height	Maximum 35 ft.
Number of stories	Maximum 2½
Percent of lot coverage	Maximum 25%
Minimum dwelling size, excluding garage:	
1 bedroom	1,200 sq. ft.
2 bedrooms	1,200 sq. ft.
3 bedrooms	1,300 sq. ft.
4 bedrooms	1,400 sq. ft.
Minimum ground perimeter area	1,000 sq. ft.
Off-street parking	Minimum 2 spaces, both of which are in a garage. See also section 17.45 of this chapter.

17.20 Rs-7 SINGLE-FAMILY RESIDENTIAL DISTRICT.

The Rs-7 Residential District is intended to provide for single-family residential development at densities not exceeding 4.4 units per net acre and served by municipal sewer and water facilities.

- (1) **PERMITTED USES.** Same as Rs-3 District.
 - (a) Single-family dwellings with attached or detached garages.
 - (b) Yard and gardening equipment storage structures.
 - (c) Home occupations and professional home offices.
- (2) **CONDITIONAL USES.** Same as Rs-3 District. See [section 17.42](#) of this chapter. (Am. Ord. #1-91; Rep. Ord. #42-95; Rep. Ord. #34-98; Renum. 10/01 jw)
 - (a) Electric substations. (Rep. & Recr. Ord. #34-98)

- (b) Parks and playgrounds. (Rep. & Recr. Ord. #34-98)
- (c) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
- (d) Golf courses, with or without country club facilities, and one caretaker's residence.
- (e) Lodging or boarding houses.
- (f) Solar energy conversion systems. (Cr. Ord. #1-91)
- (g) Bed and breakfast establishments. (Cr. Ord. #4-97)

(2a) **TEMPORARY USES.** (Cr. Ord. #32-91)

- (a) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.

(3) **LOT, YARD AND BUILDING REQUIREMENTS.** (Am. Ord. #22-03)

Lot frontage at setback	Minimum 80 ft.
Lot area	Minimum 10,000 sq. ft.
Principal building:	
Front yard	Minimum 30 ft.
Side yards	Minimum 10 ft.
Rear yard	Minimum 25 ft.
Accessory buildings:	
Front yard	Minimum 30 ft.
Side yards	10 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
Rear yard	Minimum 5 ft.
Building height	Maximum 35 ft.
Number of stories	Maximum 2½
Percent of lot coverage	Maximum 30%
Minimum dwelling size, excluding garage:	

1 bedroom	1,200 sq. ft.
2 bedrooms	1,200 sq. ft.
3 bedrooms	1,200 sq. ft.
4 bedrooms	1,400 sq. ft.
Minimum ground perimeter area	1,000 sq. ft.
Off-street parking	Minimum 2 spaces, one of which is in a garage. See also section 17.45 of this chapter.

17.21 Rd-2 ONE-FAMILY AND 2-FAMILY RESIDENTIAL DISTRICT.

The Rd-2 Residential District is intended to provide for one-family and 2-family residential development at densities not exceeding 5.8 dwelling units per net acre and served by municipal sewer and water facilities.

(1) **PERMITTED USES.**

- (a) One-family and 2-family dwellings with attached or detached garages.
- (b) Yard and gardening equipment storage structures.
- (c) Home occupations and professional offices (one-family dwellings only).

(2) **CONDITIONAL USES.** Same as Rs-3 District, except wind energy conversion systems. See [section 17.42](#) of this chapter. (Am. Ord. #1-91; Rep. Ord. #42-95; Rep. Ord. #34-98; Renum. 10/01 jw)

- (a) Electric substations. (Rep. & Recr. Ord. #34-98)
- (b) Parks and playgrounds. (Rep. & Recr. Ord. #34-98)
- (c) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
- (d) Golf courses, with or without country club facilities, and one caretaker's residence.
- (e) Home occupations and professional home offices (2-family dwellings only).
- (f) Lodging or boarding houses.
- (g) Solar energy conversion systems. (Cr. Ord. #1-91)
- (h) Bed and breakfast establishments. (Cr. Ord. #4-97)

(2a) **TEMPORARY USES.** (Cr. Ord. #32-91)

- (a) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.

(3) **LOT, YARD AND BUILDING REQUIREMENTS.** (Am. Ord. #17-99)

- (a) *2-family.* (Am. Ord. #22-03)

Lot frontage at setback	Minimum 100 ft.
Lot area	Minimum 15,000 sq. ft.
Principal building:	
Front yard	Minimum 30 ft.
Side yards	Minimum 10 ft.
Rear yard	Minimum 25 ft.
Accessory buildings:	
Front yard	Minimum 30 ft.
Side yards	10 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
Rear yard	Minimum 5 ft.
Building height	Maximum 35 ft.
Number of stories	Maximum 2½
Percent of lot coverage	Maximum 30%
Floor area per unit:	
Single story	Minimum 1,000 sq. ft.
Two-story	1,200 sq. ft.
Minimum ground perimeter area	1,000 sq. ft.
Off-street parking per unit	Minimum of 2 spaces, one of which is in a garage. See also section 17.45 of this chapter.

(b) *Single-Family*. (Am. Ord. #19-96; Am. Ord. #22-03)

Lot frontage at setback	Minimum 100 ft.
Lot area	Minimum 15,000 sq. ft.
Principal building:	
Front yard	Minimum 30 ft.
Side yards	Minimum 10 ft.
Rear yard	Minimum 25 ft.
Accessory buildings:	
Front yard	Minimum 30 ft.
Side yards	10 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
Rear yard	Minimum 5 ft.
Building height	Maximum 35 ft.
Number of stories	Maximum 2½
Percent of lot coverage	Maximum 20%
Minimum dwelling size, excluding garage:	
1 bedroom	1,200 sq. ft.
2 bedrooms	1,200 sq. ft.
3 bedrooms	1,200 sq. ft.
4 bedrooms	1,400 sq. ft.

Minimum ground perimeter area	1,000 sq. ft.
Off-street parking per unit	Minimum 2 spaces (unless fewer spaces are required in accordance with Site Plan approval by the Plan Commission) , one of which is in a garage. See also section 17.45 of this chapter.

17.22 Rm-1 MULTIPLE-FAMILY RESIDENTIAL DISTRICT.

The Rm-1 Residential District is intended to provide for multiple-family resident development at densities not exceeding 6.0 dwelling units per net acre served by municipal sewer and water facilities.

(1) PERMITTED USES.

- (a) Multiple-family dwellings with attached or detached private garages.
- (b) Yard maintenance equipment structures.

(2) CONDITIONAL USES. Same as Rs-3 District, except wind energy conversion systems. See [section 17.42](#) of this chapter. (Am. Ord. #1-91; Rep. Ord. #42-95; Rep. Ord. #34-98; Renum. 10/01 jw)

- (a) Electric substations. (Rep. & Recr. Ord. #34-98)
- (b) Parks and playgrounds. (Rep. & Recr. Ord. #34-98)
- (c) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
- (d) Golf courses, with or without country club facilities, and one caretaker's residence.
- (e) Home occupations and professional home offices.
- (f) Lodging or boarding houses.
- (g) Solar energy conversion systems. (Cr. Ord. #1-91)
- (h) Bed and breakfast establishments. (Cr. Ord. #4-97)

(2a) TEMPORARY USES. (Cr. Ord. #32-91)

- (a) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.

(3) LOT, YARD AND BUILDING REQUIREMENTS. (Am. Ord. #22-03)

Lot frontage at setback	Minimum 120 ft.
Lot area	Minimum 0.5 acres
Lot area per unit	Minimum 7,260 sq. ft.

Principal building:	
Front yard	Minimum 35 ft.
Side yards	Minimum 25 ft.
Rear yards	Minimum 35 ft.
Accessory buildings:	
Front yard	Minimum 35 ft.
Side yards	25 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
Rear yard	Minimum 12 ft.
Principal building height	Maximum 35 ft.
Number of stories	Maximum 2½
Percent of lot coverage	Maximum 20%
Floor area:	
<i>Number of Bedrooms</i>	<i>Minimum Floor</i>
<i>Per Dwelling Unit</i>	<i>Area Per Unit</i>
Efficiency	400 sq. ft.
One	650 sq. ft.
Two	800 sq. ft.

Three or more	1,000 sq. ft.
Parking	Minimum 2 spaces (unless fewer spaces are required in accordance with Site Plan approval by the Plan Commission) , one of which is in a garage. See also section 17.45 of this chapter.

- (4) **SITE PLAN APPROVAL REQUIRED.** See sections [17.43](#) and [17.44](#) of this chapter.

17.23 Rm-2 MULTIPLE-FAMILY RESIDENTIAL DISTRICT.

The Rm-2 Residential District is intended to provide for multiple-family residential development at densities not exceeding 8.0 dwelling units per net acre and served by municipal sewer and water facilities.

- (1) **PERMITTED USES.** Same as Rm-1 District.
- (a) Multiple-family dwellings with attached or detached private garages.
 - (b) Yard maintenance equipment structures.
- (2) **CONDITIONAL USES.** Same as Rs-3 District, except wind energy conversion systems. See [section 17.42](#) of this chapter. (Am. Ord. #1-91; Rep. Ord. #42-95; Rep. Ord. #34-98; Renum. 10/01 jw)
- (a) Electric substations. (Rep. & Recr. Ord. #34-98)
 - (b) Parks and playgrounds. (Rep. & Recr. Ord. #34-98)
 - (c) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
 - (d) Golf courses, with or without country club facilities, and one caretaker's residence.
 - (e) Home occupations and professional home offices.
 - (f) Lodging or boarding houses.
 - (g) Solar energy conversion systems. (Cr. Ord. #1-91)
 - (h) Bed and breakfast establishments. (Cr. Ord. #4-97)
- (2a) **TEMPORARY USES.** (Cr. Ord. #32-91)
- (a) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.
- (3) **LOT, YARD AND BUILDING REQUIREMENTS.** (Am. Ord. #22-03)

Lot frontage at setback	Minimum 120 ft.
Lot area	Minimum 0.5 acres

Lot area per unit	Minimum 5,445 sq. ft.
Principal building:	
Front yard	Minimum 35 ft.
Side yards	Minimum 25 ft.
Rear yard	Minimum 35 ft.
Accessory buildings:	
Front yard	Minimum 35 ft.
Side yards	25 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
Rear yard	Minimum 12 ft.
Principal building height	Maximum 45 ft.
Number of stories	Maximum 2½
Percent of lot coverage	Maximum 40%
Minimum Floor:	
<i>Number of Bedrooms</i>	<i>Minimum Floor</i>
<i>Per Dwelling Unit</i>	<i>Area Per Unit</i>
Efficiency	400 sq. ft.

One	650 sq. ft.
Two	800 sq. ft.
Three or more	1,000 sq. ft.
Parking	Minimum 2 spaces (unless fewer spaces are required in accordance with Site Plan approval by the Plan Commission) , one of which is in a garage. See also section 17.45 of this chapter.

- (4) **SITE PLAN APPROVAL REQUIRED.** See sections [17.43](#) and [17.44](#) of this chapter.

17.24 Rm-3 MULTIPLE-FAMILY RESIDENTIAL DISTRICT.

The Rm-3 Residential District is intended to provide for multiple-family residential development at densities not exceeding 10.0 dwelling units per net acre and served by municipal sewer and water facilities.

- (1) **PERMITTED USES.** Same as Rm-1 District.
- (a) Multiple-family dwellings with attached or detached private garages.
 - (b) Yard maintenance equipment structures.
- (2) **CONDITIONAL USES.** Same as Rs-3 District, except wind energy conversion systems. See [section 17.42](#) of this chapter. (Am. Ord. #1-91; Rep. Ord. #42-95; Rep. Ord. #34-98; Renum. 10/01 jw)
- (a) Electric substations. (Rep. & Recr. Ord. #34-98)
 - (b) Parks and playgrounds. (Rep. & Recr. Ord. #34-98)
 - (c) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
 - (d) Golf courses, with or without country club facilities, and one caretaker's residence.
 - (e) Home occupations and professional home offices.
 - (f) Lodging or boarding houses.
 - (g) Solar energy conversion systems. (Cr. Ord. #1-91)
 - (h) Bed and breakfast establishments. (Cr. Ord. #4-97)
- (2a) **TEMPORARY USES.** (Cr. Ord. #32-91)
- (a) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.
- (3) **LOT, YARD AND BUILDING REQUIREMENTS.** (Am. Ord. #22-03)

Lot frontage at setback	Minimum 150 ft.
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Lot area	Minimum 0.8 acres
Lot area per unit	Minimum 4,356 sq. ft.
Principal building:	
Front yard	Minimum 35 ft.
Side yards	Minimum 25 ft.
Rear yard	Minimum 35 ft.
Accessory buildings:	
Front yard	Minimum 35 ft.
Side yards	25 ft. (except if accessory building is located in the rear yard, then 5 ft. side yard setback is required - See section 17.41)
Rear yard	Minimum 12 ft.
Building height	Maximum 45 ft.
Number of stories	Maximum 3
Percent of coverage	Maximum 25%
Floor area:	
<i>Number of Bedrooms</i>	<i>Minimum Floor</i>
<i>Per Dwelling Unit</i>	<i>Area Per Unit</i>
Efficiency	350 sq. ft.

One	525 sq. ft.
Two	650 sq. ft.
Three or more	850 sq. ft.
Parking	Minimum 2 spaces (unless fewer spaces are required in accordance with Site Plan approval by the Plan Commission) , one of which is in a garage. See also section 17.45 of this chapter.

- (4) **SITE PLAN APPROVAL REQUIRED.** See sections [17.43](#) and [17.44](#) of this chapter.

17.241 EH ELDERLY HOUSING DISTRICT. (Cr. Ord. #45-95; Am. Ord. #38-99)

The EH Elderly Housing District is intended to provide for the orderly development, management and use of land in planned communities for the older residents of the Village. It is intended that all uses of land within the EH District shall comply with the Wisconsin Fair Housing Act and the Federal Fair Housing Act as amended at the date this section is adopted and as those acts may be amended from time to time in the future. The Village Board has determined that it is a right and proper public purpose to promote the health, safety and welfare of senior citizens. The EH District is intended to allow residential development at densities not to exceed an average of 10 units per acre in the District as measured in this section and to allow limited commercial and institutional uses and "significant facilities and services specifically designed to meet the physical or social needs of older persons," as that term is defined in [section 17.08\(77\)](#) of this chapter. The EH District is intended to provide a planned community setting, and initial consideration of the District shall include consideration of the layout of the District and the uses proposed therein.

(1) PERMITTED USES.

- (a) Attached single-family elderly housing dwellings containing no more than 2 bedrooms per unit with attached private garages.
- (b) 2-family elderly housing dwellings containing no more than 2 bedrooms per unit with attached private garages.
- (c) Multifamily elderly housing dwellings containing no more than 36 units per floor, with no more than 2 bedrooms per unit with enclosed parking.

(2) ACCESSORY USES.

- (a) *Multifamily.* The following commercial uses may be permitted as accessory uses to permitted multifamily elderly housing uses, provided they are contained within the same building as the primary use and that the total area of the building dedicated to all accessory uses in the building does not exceed 10% of the total area of the building:
 1. Automated teller machines.
 2. Barber or beauty shops.
 3. Chapels.
 4. Convenience food stores.

5. Dentist, physician or similar professional health offices.
 6. Drug stores.
 7. Laundry drop off and self-service laundry.
 8. Management office.
 9. Indoor recreation or health club facilities.
- (b) *Single-Family and 2-Family*. The following uses or structures may be permitted as accessory uses to attached single-family and 2-family elderly housing primary uses provided they do not exceed 5% of the EH District:
1. One central maintenance equipment storage shed of not more than 1,152 square feet per 10 acres.
 2. Recreation building/social center.
 3. Swimming pools.
 4. Tennis courts.
- (3) **CONDITIONAL USES.** The uses listed below may be permitted in free standing buildings which may be on separate platted lots or on land occupied by multiple buildings or in buildings containing multiple uses. All conditional uses are intended to support the elderly community in which they are located. No more than 40% of the EH District may be dedicated to nursing home use. The total area within the EH District which is dedicated to other conditional uses shall not exceed 10% of the District in which they are situated.
- (a) Barber and beauty shops.
 - (b) Book stores.
 - (c) Convenience food stores, not including gasoline service stations.
 - (d) Dentist, physician, optician or other similar professional health offices.
 - (e) Drug stores.
 - (f) Hobby shops.
 - (g) Laundry and dry cleaning drop off and pickup service only.
 - (h) Nursing homes, subject to the special lot, yard and building requirements contained in subsection (4)(c)2. below.
 - (i) Residential quarters for caretaker/caregiver, contained in a detached single-family dwelling within the residential area of the EH District.
 - (j) Restaurants, indoor service and affiliated patio or outdoor extension thereof, but no drive through service.
 - (k) Self-service laundry.
 - (l) Senior activity center.
 - (m) Taxi stand or other transportation depot.
- (3a) **TEMPORARY USES.** (Cr. Ord. #20-09) Any use listed as an allowable use within the district of a limited duration as established in [section 17.07](#)(2a) of this chapter and as defined in [section 17.08](#)(90) of this chapter, including, but not limited to, the following uses:
- (a) Sale of farm produce, flowers, plants and similar seasonal items.
- (4) **DISTRICT, LOT, YARD AND BUILDING REQUIREMENTS.**
- (a) *Size and Density.* The EH District may be comprised of lands no less than 10 acres in size and no larger than 40 acres in size. Up to 25% of the wetlands and floodplain within the District may

be counted in the density calculations for each use. Acreage for density calculations shall be net of road dedications.

- (b) *Residential Uses.* Residential uses shall be permitted at an average maximum density of 10 units per acre for the District.

1. *Attached Single-Family Units.*

Number of contiguous units	3 minimum
	6 maximum
Floor area:	
One bedroom	800 sq. ft. minimum
Two bedrooms	1,000 sq. ft. minimum
Number of buildings	1.8 per acre maximum
Lot coverage	35% maximum
Setbacks:	
Front yard	40 ft. from ultimate right-of-way per adopted transportation plan or 40 ft. from center line of interior road
Side yards	25 ft. from closest adjoining principal building or property line
Rear yard	50 ft. from closest adjoining building within the District and 50 ft. from closest adjoining property line or District boundary.
Number of stories	2 maximum
Enclosed parking spaces	1.0 per unit minimum

2. *2-family Elderly Housing.*

Floor area:	
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One bedroom	800 sq. ft. per unit minimum
Two bedrooms	1,000 sq. ft. per unit minimum
Number of buildings	1.0 per acre maximum
Lot coverage	35% maximum
Setbacks:	
Front yard	40 ft. from ultimate right-of-way per adopted transportation plan or 40 ft. from centerline of interior road.
Side yards	25 ft. from closest adjoining principal building or property line.
Rear yard	50 ft. from closest adjoining principal building within the District or 50 ft. from closest adjoining property line or District boundary.
Number of stories	2 maximum
Enclosed parking spaces	1 per unit minimum

3. *Multifamily Elderly Housing.*

Number of units	108 per building maximum
Floor area per unit:	
Efficiency	400 sq. ft. minimum
One Bedroom	600 sq. ft. minimum

Two Bedrooms	800 sq. ft. minimum
Lot coverage	35% maximum
Setbacks:	
Front yard	3 times the height of the building from ultimate right-of-way per adopted transportation plan or 40 ft. from center line of interior road.
Side yards	25 ft. from closest adjoining principal building or property line.
Rear yard	50 ft. from closest adjoining principal building within the District or 3 times the height of the building from closest adjoining property line or District boundary.
Height	35 ft. Maximum
Parking	1 space per unit with at least 50% enclosed.

(c) *Commercial Uses.*

*Density	10% maximum
Lot Coverage	80% maximum
Setbacks:	
Front yard	40 ft. from ultimate right-of-way per approved transportation plan or 60 ft. from centerline of interior road.
Side yards	25 ft. from closest adjoining principal building or property line.
Rear yard	50 ft. from closest adjoining principal building within the District or 50 ft. from closest adjoining property line or District boundary.
Number of stories	1 maximum

**Parking and loading	See section 17.45 of this chapter.
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* No more than 10% of the EH District may be dedicated to commercial uses. Since development may occur in a planned setting where there may be multiple uses on a lot, bulk requirements may be more appropriately measured in terms of required green space. Therefore, of the area used for commercial purposes within the EH District, 20% shall be reserved for green space.

** Except that required parking for commercial uses may be reduced by up to 50% at the time of site plan approval upon a showing by the applicant that alternative modes of transformation are available which will result in fewer trips per day per use.

(d) *Nursing Homes.*

Density of District	40% maximum
Lot coverage	70% maximum
Green space	30% minimum
Setbacks:	
Front yard	40 ft. from ultimate right-of-way per approved transportation plan or 60 ft. from center line of interior road.
Side yards	25 ft. from closest adjoining principal building or property line.
Rear yard	50 ft. from closest adjoining principal building within the District or 50 ft. from closest adjoining property line or District boundary.
Number of stories	2 maximum
Parking	See section 17.45 (1)(d) of this chapter, plus one loading area service vehicles.

- (5) **SITE PLAN APPROVAL REQUIRED.** See sections [17.43](#) and [17.44](#) of this chapter. In evaluating the site plan for any portion of the EH District, the following criteria shall be considered:

- (a) Transportation design providing for adequate access between uses within the District (vehicular and pedestrian), and from the District to other community facilities which are attractive to residents of the District.
 - (b) Compatibility with adjoining uses.
 - (c) Compatibility of building design with design and location of adjoining buildings.
 - (d) Suitability of terrain, soils and subsoils for the level of development proposed.
 - (e) Coordination of uses within the District.
 - (f) Proposed location of drives, parking, loading and walkways.
 - (g) Proposed location, size and type of signage.
- (6) **APPLICATION PROCEDURE AND REQUIRED INFORMATION.** (Cr. Ord. #38-99)
- (a) *Preliminary Consultation.* An applicant may meet with the Plan Commission and appropriate Village staff members for a preliminary consultation prior to formally submitting a rezoning petition for Elderly Housing Zoning. The purpose of this preliminary consultation is to discuss the proposed request and review the local regulations and policies applicable to the project and discuss the land use implications of the proposal.
 - (b) *Rezoning Petition and General Development Plan.* The applicant shall submit a rezoning petition in accordance with the application procedure described in [section 17.51](#) of this chapter. In addition to the required information noted in [section 17.51](#), a general development plan shall be submitted to the Plan Commission and Village Board for review 30 business days prior to any rezoning public hearing. The general development plan shall show the locations of buildings, common open space, parking and drive areas, recreation facilities, principal landscaping **and stormwater management** features and other major components of the proposed project.
 - (c) *Other Information.* In addition, other documents or related information or plans showing the architectural designs of the buildings may be required by the Plan Commission and the Village Board. This information shall also be submitted to the Plan Commission and the Village Board for review at least 30 business days prior to any rezoning public hearing. Other related information may include, but is not limited to, maintenance standards, plans of operation and economic impact and market feasibility.
 - (d) *Public Inspection.* The general development plan and related information shall be available for public inspection prior to any rezoning hearing on the proposed project.
 - (e) *Detailed Plans and Information.* After Elderly Housing zoning has been granted and the general development plan has been approved, detailed site plans and information covering that portion of the total project which is intended for construction shall be submitted to the Plan Commission for approval prior to issuance of building permit. The detailed plans and information shall conform substantially to the general development plan approved at the time of the rezoning. The detailed site plans and information shall comply with the requirements and procedures in [section 17.41](#) of this chapter.

17.25 MHP MOBILE HOME PARK RESIDENTIAL DISTRICT.

The MHP Residential District is intended to provide for single-family residential development and served by municipal sewer and water.

- (1) **PERMITTED USES.**
 - (a) Mobile home parks.
- (2) **CONDITIONAL USES.** None.
- (2a) **TEMPORARY USES.** (Cr. Ord. #32-91)

- (a) Real estate field offices or shelters.

(3) **MOBILE HOME PARK REQUIREMENTS.**

- (a) *Site Plan.* At the time of application for a rezoning to the MHP District and application for a mobile home park license under [section 12.19](#) of this Code, the applicant shall submit a preliminary site plan to the Zoning Administrator containing the following:

1. The name and address of all owners and developers of the proposed mobile home park.
2. The legal description and lot size, in acres, of the proposed mobile home park.
3. The location and size of all mobile home spaces, storage areas, recreation areas and facilities, landscaping, existing tree growth, water areas, [drainage pathways](#), roadways, sidewalks and parking sites.
4. Preliminary landscaping [and stormwater management](#) plans and specifications.
5. Plan for sanitary sewerage disposal, surface drainage, water system, electrical service, gas service, street lighting and topography diagrams.
6. Location and size of all public roadways abutting the mobile home park and all street and sidewalk accesses from such street and sidewalk to the mobile home park.
7. Preliminary road construction plans, specifications and elevations.
8. Preliminary floor plans and elevation for all mobile home park support structures.
9. Description and method of disposing of garbage and refuse.
10. Description of proposed maintenance procedures.
11. Staging and timing of construction program, whether or not the entire area will be developed at one time or in stages.
12. Such other reasonable information as shall be required by the Zoning Administrator.

- (b) *Mobile Home Park Requirements.* Each mobile home park shall comply with the following standards:

1. A minimum park size shall be 10 acres.
2. The minimum park width shall be 450 feet at the building setback line.
3. The minimum open space provided shall be 20% of the development area, exclusive of mobile home unit sites, streets, roads and public or general purpose parking. [Vegetative stormwater management measures may be included in open space areas counting towards this requirement.](#)
4. The minimum setback for a mobile home park building, structure or unit shall be 75 feet from the right-of-way line of a street or highway which abuts the development.
5. The minimum distance between any park structure, mobile home unit or accessory storage structures and all other exterior park lot lines shall be 40 feet.

- (c) *Mobile Home Space Requirements.* Each mobile home space shall have:

1. A minimum of 5,000 square feet of land area for a single modular mobile home for the exclusive use of the residents of the mobile home located on the space with a minimum width of 50 feet and a minimum depth of 100 feet.
2. A minimum of 6,000 square feet of land area for a double modular mobile home for the exclusive use of the residents of the mobile home located on the space with a minimum width of 60 feet and a minimum depth of 100 feet.
3. Frontage on approved roadway and the corner of each space shall be marked and each lot shall be numbered.

- (d) *Yard Requirements.* All mobile homes shall comply with the following yard requirements.
1. No mobile home shall be parked closer than 10 feet to the side lot lines, 20 feet to the front lot line nor 4 feet to the rear lot line.
 2. There shall be an open space of at least 20 feet between adjacent mobile homes.
- (e) *Parking.* The following are minimum parking requirements for mobile home parks:
1. Each mobile home space shall have off-street parking space for 2 automobiles.
 2. Each mobile home park shall maintain a dust-free area with permeable or other hard surfacing hard surfaced as an off-street parking lot for guests of occupants of a size equivalent to one space for each 5 mobile home spaces.
 3. Access drives off roads to all parking spaces and mobile home spaces shall be hard surfaced in bituminous concrete or portland cement concrete designed to accommodate normal traffic. Permeable surfacing as defined in this Chapter shall be permitted for low-volume areas and parking spaces.
 4. Automobiles shall not be parked nearer than one foot from any side lot line unless combined with a contiguous parking area.
- (f) *Utilities.* The following minimum requirements for utilities shall be maintained:
1. There shall be no obstructions impeding the inspection of plumbing, electrical facilities, utilities or other related equipment.
 2. Garbage, waste and trash disposal plans must conform to all State and local health and pollution control regulations. Garbage, waste and trash areas must be enclosed on four sides and graded or curbed to prevent contaminated drainage from reaching storm drains or surface waters.
 3. The owner of a mobile home park shall pay all required sewer and utility connection fees to the Village Treasurer.
- (g) *Internal Streets.* All internal streets shall meet the following minimum requirements:
1. Streets shall be hard surfaced with bituminous concrete or portland cement concrete to accommodate the structural requirements in the Village streets as approved by the Plan Commission. Permeable surfacing may be used upon recommendation of the Village Engineer and approval of the Plan Commission.
 2. All streets shall be developed with a roadbed of not less than 30 feet and a street surface of not less than 18 feet. Ancillary parking on one side may be allowed, except at parking area entrances if the street width is at least 28 feet wide.
- (h) *Sidewalks.* A 30-inch portland cement concrete sidewalk surfaced with a hard, dust-free material shall be built and maintained by the owner providing access to all recreational areas, common use buildings and storage areas, and to the public street access.
- (i) *Lighting.* Artificial lights shall be maintained during all hours of darkness in all buildings provided for common facilities for occupants' use. The mobile home park grounds, street and pedestrian areas shall be lighted from sunset to sunrise in accordance with a lighting plan approved by the Plan Commission.
- (j) *Recreation Areas.* All mobile home parks shall have one or more recreational areas which shall be easily accessible to all park residents. Recreational areas shall be so located as to be free of traffic hazards and shall, where the topography permits, be centrally located. The size of such recreational area shall be a minimum of 10% of the land area of the mobile home park. All equipment installed in such area shall be owned and maintained by the owner or operator of the mobile home park at his expense.

(k) *Landscaping.* The following minimum landscaping requirements shall be maintained in all mobile home parks:

1. Each space shall be properly landscaped with at least one tree. All yards shall be sodded or planted in grass. There shall be a minimum of 20 trees per gross acre in all areas of a mobile home park. Tree, grass and landscape materials shall be properly maintained and replaced to conform to the approved landscape plans and specifications.
2. A visual screen consisting of a compact hedge, redwood fence, coniferous trees or other approved landscape materials or a screen fencing approved by the Plan Commission shall be installed and maintained around the periphery of the mobile home park to substantially inhibit the eye level vision from the exterior when adjacent to any residential district and shall be maintained free of rubbish, debris, weeds and paper.
3. All areas shall be landscaped and the landscape plan shall be approved by the Plan Commission.

4. The use of vegetative stormwater control measures as part of landscaped areas and the landscape plan is strongly encouraged.

(l) *Mobile Home Stands Required.* All mobile homes shall be placed and leveled on stands consisting of a 16 inch by 16 inch by 4 inch deep square solid base, minimum, with a double tier of alternately crossed 8 inch block ascending; no I-beam or any portion of the mobile home frame shall rest directly on the concrete block. Wood shimming shall be used. No second or medium grade of concrete block may be used and all block must be installed with the hollow core in a vertical position.

(m) *Tie Downs and Anchors Required on All Mobile Homes.* Straps and anchoring equipment shall be capable of resisting an allowable working load of not less than 3,150 pounds and capable of withstanding a 50% overload (4,750 pounds) without failure. (Example: Type 1 Finish B, Grade 1 steel strapping, 1¼ inch wide and 0.035 inch thick conforming with Federal specifications. Q-QS781-H is recommended to meet the above load requirements.)

(n) *Skirting.* All mobile home units shall have skirts around the entire mobile home made of plastic, fiberglass or other comparable noncombustible material approved by the Zoning Administrator and shall be of a permanent color, or painted to match the appropriate mobile home so as to enhance the general appearance thereof.

(o) *Storage Buildings.* Any storage building in a mobile home park shall be anchored.

(p) *Register of Occupants.* The owner of a mobile home park shall keep a registration list available to the Village or its agents for inspection at reasonable times.

(q) *Inspection.* All mobile homes shall comply with State and Village fire, health and building regulations. Before a mobile home unit may be occupied, the owner must secure the inspection and approval of the Zoning Administrator regarding compliance with such regulations.

(4) **DETAILED SITE PLANS AND INFORMATION REQUIRED.** After MHP zoning has been granted, detailed site plans and information covering that portion of the total project which is intended for construction shall be submitted for approval by the Plan Commission prior to the issuance of building permits. The detailed plans and information shall conform substantially to the preliminary plans and to all other conditions required at the time of zoning approval. All required detailed plans and information shall be submitted to the Plan Commission at least 10 business days prior to the requested date of approval.

17.26 I INSTITUTIONAL DISTRICT.

The I Institutional District is intended to be applied to existing areas of the Village which are under public or quasi-public ownership and where the use for public purpose is anticipated to be permanent. In the future, public or quasi-public uses shall be granted as conditional uses in appropriate zoning districts.

- (1) **PERMITTED PRINCIPAL USES.**
- (a) Churches and synagogues.
 - (b) Hospitals, sanatorium, nursing homes and clinics.
 - (c) Libraries, museums and art galleries.
 - (d) Public or private schools, colleges and universities.
 - (e) Public administrative offices, including fire and police stations.
 - (f) Public utility offices.
- (2) **PERMITTED ACCESSORY USES.**
- (a) Garages for storage of vehicles used in conjunction with the operation of a permitted use.
 - (b) Residential quarters for caretakers or clergy (not for rent and on the same parcel as the principal use).
 - (c) Service buildings and facilities normally accessory to the permitted uses.
- (3) **CONDITIONAL USES.** See [section 17.42](#) of this chapter.
- (a) Airport, landing fields, heliport pads and aircraft storage and equipment maintenance, provided that the site is not less than 20 acres in size.
 - (b) Bus terminals and related equipment storage and maintenance
 - (c) Cemeteries and mausoleums.
 - (d) Electrical generation plants and electricity regulating substations, whose height may exceed 35 feet in height. (Am. Ord. #19-99)
 - (e) Public service uses, garages and storage areas.
 - (f) Radio and television transmitting and receiving towers, microwave relay stations and water towers whose height may exceed 35 feet in height. (Am. Ord. #19-99)
 - (g) Transit and car pooling parking areas.
 - (h) Wastewater treatment plant.
 - (i) Water storage tanks and towers.
 - (j) Recycling collection centers. (Cr. Ord. #32-91)
- (3a) **TEMPORARY USES.** (Cr. Ord. #32-91; Am. Ord. #20-09) Any use listed as an allowable use within the district of a limited duration as established in [section 17.07](#)(2a) of this chapter and as defined in [section 17.08](#)(90) of this chapter, including, but not limited to, the following uses:
- (a) Sale of farm produce, flowers, plants and similar seasonal items.
- (4) **LOT AREA AND WIDTH.**
- (a) A minimum area of 7,200 square feet.
 - (b) Not less than 60 feet in width at the building setback line.
- (5) **BUILDING HEIGHT AND AREA.**
- (a) No building or structure shall exceed 35 feet in height. (Am. Ord. #19-99)
 - (b) The sum total of the first floor area of all principal use and accessory buildings shall not exceed 70% of the total area of the lot.
- (6) **SETBACK AND YARDS.**
- (a) A minimum building setback from the right-of-way of all streets or highways equal to the average setback on each side of the use parcel or districts.

- (b) A minimum side yard equal to the side yard on adjacent use parcels or districts.
- (c) A rear yard of not less than 25 feet.

(7) **OFF-STREET PARKING AND LOADING SPACE.**

- (a) See [section 17.45](#) of this chapter.
- (b) Sufficient paved off-street loading area shall be provided to accommodate all anticipated loading and unloading needs on the premises. The use of permeable surfacing for off-street loading areas shall be permitted upon approval of the Village Engineer.

- (8) **SPECIAL REGULATIONS.** To encourage an institutional use environment that is compatible with the residential character of the Village, zoning/building permits for permitted uses in the Institutional District shall not be issued without prior review by and approval of the Plan Commission. Said review and approval shall be concerned with adjacent uses, general layout, building plans, building materials, ingress, egress, parking, loading and unloading, stormwater management, and screening and landscape plans.

17.27 PD PLANNED DEVELOPMENT DISTRICT.

- (1) **INTENT.** Planned Development District regulations are intended to permit greater flexibility and, consequently, more creative and imaginative design for the development of a site than is possible under conventional zoning regulations. It is further intended to promote more economical and efficient use of the land while providing a harmonious variety of housing choices, a higher level of amenities, and preservation of the natural qualities of open spaces. The planned development procedure requires a high degree of cooperation between the developer and the Village. The procedure described herein is designed to give the developer general plan approval before completing all detailed design work while providing the Village with assurances that the project will retain the character envisioned at the time of approval.
- (2) **GENERAL PROVISIONS.** The Plan Commission may recommend and the Village Board may, upon the request of the owners, establish planned development districts which will, over a period of time, tend to promote the maximum benefit from coordinated area site planning by permitting the diversified location of structures and mixed dwelling types and mixed compatible uses.
 - (a) *Permitted Uses.* Permitted and accessory uses in the Planned Development District shall be the same as those permitted in the underlying existing zoning district in which the PDD is located. If a developer desires uses different than those permitted by the existing zoning, the developer must simultaneously petition for rezoning of the underlying existing zoning to a zoning district which allows the desired use(s).
 - (b) *Mixed Uses.* A mix of different uses within a Planned Development District may be permitted if the Plan Commission and the Village Board determine that the mix of uses is compatible and necessary to achieve the objectives of the PDD.
 - (c) *Number of Buildings on a Lot.* The Planned Development District may allow more than one building on a lot.
 - (d) *Density.* The Planned Development District may permit the transfer of density (dwelling units) from one portion of the subject site to another and will permit the clustering of dwelling units in one or more locations within the total site. However, the density of use shall not exceed the density permitted in the underlying existing zoning district.
 - (e) *Minimum Area for a Planned Development District.* Planned Development Districts are intended to provide flexibility to encourage more creative design for all sizes of sites that would be allowed under conventional zoning. To achieve this goal, there is no minimum area for a PDD.
 - (f) *Temporary Uses.* (Cr. Ord. #32-91) Real estate field offices or shelters for materials and equipment being used in the construction of a permanent structure.

(3) **APPLICATION PROCEDURE AND REQUIRED INFORMATION.**

- (a) *Preliminary Consultation.* An applicant may meet with the Plan Commission and appropriate Village staff members for a preliminary consultation prior to formally submitting a rezoning petition for planned development zoning. The purpose of this preliminary consultation is to discuss the proposed request and review the local regulations and policies applicable to the project and discuss the land use implications of the proposal.
- (b) *Rezoning Petition and General Development Plan.* The applicant shall submit a rezoning petition in accordance with the application procedure described in [section 17.51](#) of this chapter. In addition to the required information noted in [section 17.51](#), a general development plan shall be submitted to the Plan Commission and the Village Board for review 30 business days prior to any rezoning hearing. The general development plan shall show the locations of buildings, common open space, parking and drive areas, recreation facilities, principal landscaping features and other major components of the proposed project.
- (c) *Other Information.* In addition, other documents or related information or plans showing the architectural designs of buildings may be required by the Plan Commission and the Village Board. This information shall also be submitted to the Plan Commission and the Village Board for review at least 30 business days prior to any rezoning hearing. Other related information may include, but is not limited to, maintenance standards, plans of operation and economic impact and market feasibility.
- (d) *Public Inspection.* The general development plan and related information shall be available for public inspection prior to any rezoning hearing on the proposed project.

(4) **CONDITIONS AND RESTRICTIONS.**

- (a) The Plan Commission may recommend and the Village Board may adopt, by resolution, conditions and restrictions for planned developments that specify permitted uses, set bulk regulations and density standards for lot coverage and dwelling unit size and distribution and yard setbacks.
- (b) Conditions and restrictions adopted to govern any planned development may include nonstandard or nonuniform requirements, regulations and provisions recommended by the Plan Commission and approved by the Village Board. Such nonstandard requirements, regulations and provisions shall be designed to insure proper development and appropriate operation and maintenance of specific developments on specific sites.
- (c) Developers shall agree, by a developer's agreement, with the Village to comply with all applicable laws and regulations, including any conditions and restrictions adopted to regulate a specific planned development.

(5) **DETAILED PLANS AND INFORMATION.** (Am. Ord. #54-89) After Planned Development District zoning has been granted and the general development plan, together with conditions imposed, has been approved, detailed site plans and information covering that portion of the total project which is intended for construction shall be submitted to the Plan Commission for approval prior to the issuance of building permits. The detailed plans and information shall conform substantially to the general development plan and to the resolution of conditions and restrictions which were approved at the time of rezoning. The detailed site plans and information shall comply with the requirements and procedures in [section 17.43](#) of this chapter.

(6) **ARCHITECTURAL REVIEW.** Building plans shall also be submitted to the Architectural Review Board for their review and approval prior to the issuance of a building permit. (See [section 17.49](#) of this chapter.)

(7) **COMMENCEMENT OF PROJECT.** (Rep. & Recr. Ord. #54-89)

- (a) After the Plan Commission has approved the detailed site plans, construction of private and public construction may commence in accordance with [section 18.09](#) of this Code.

- (b) No building permit shall be issued until all applicable fees and assessments required in [section 18.10](#) of this Code have been paid and either all public and private construction has been completed and approved or a developer's agreement has been approved by the Village Board. For staged development such developers' agreements shall provide for the construction of improvement and the use of common areas outside of the subject stage.
- (c) After the Plan Commission has approved the plans, the project shall commence and continue toward completion in accordance with the provisions of [section 17.43\(11\)](#). (Am. Ord. #22-07)

(8) MAINTENANCE OF PROJECT.

- (a) Should the owner of a planned development fail to properly operate or maintain the business or premises to the extent that a nuisance is caused to occupants or neighbors, or constitutes a nuisance to nearby properties, the Plan Commission may refuse to approve subsequent stages of development until such time as they determine that the situation and/or the method of operation has been corrected.
- (b) Should the owner of a planned development fail to adequately perform maintenance functions such as snow and ice removal, [maintenance of stormwater management measures](#), weed cutting or trash disposal, the Village shall have the right to perform such functions or to contract for their accomplishment at the property owner's expense.

(9) CHANGES OR REVISIONS.

- (a) All proposed changes, revisions and additions to any aspect of an approved planned development project shall be submitted to the Plan Commission for its review. The Plan Commission shall determine if the change, revision or addition is minor or if it materially affects the intended design of the project and the impact of the project on neighboring uses.
- (b) If the change is determined to be minor, the Plan Commission shall review the request and pass its findings to the Village Board, which may approve the change without a public hearing. The Plan Commission's decision on minor changes shall be rendered at a meeting subsequent to the meeting at which the requested change was initially presented to the Plan Commission. (Am. Ord. #54-89)
- (c) If the requested change is determined by the Plan Commission to be substantial because of its effect on the intended design of the project or on neighboring uses, a public hearing shall be held by the Plan Commission to review and pass its findings to the Village Board for final approval. (Am. Ord. #54-89)

- (10) APPLICATION OF THE SUBDIVISION AND PLATTING CODE.** (Am. Ord. #54-89) To the extent applicable, any planned development shall be subject to the procedures and regulations of chapter 18 of this Code governing the division and platting of land. However, the design standards and required improvements established in chapter 18 may be modified or waived upon recommendation by the Plan Commission and approval by the Village Board where strict compliance would result in not achieving the design flexibility necessary to achieve the objectives of the planned development.

State law references—Planned development districts, Wis. Stats. §§ 61.35, 62.23(7)(b).

17.28 B-I NEIGHBORHOOD BUSINESS DISTRICT.

The B-1 Business District is intended to provide for individual or small groups of retail and customer service retail establishments in a "shopping center" setting. This type of district is generally separated from the traditional "central business district," but near residential development and includes such amenities as increased open space and ample off-street parking and loading areas and architectural or landscape screening from adjacent nonbusiness uses, making such retail centers more compatible with the character of adjacent residential districts.

- (1) PERMITTED PRINCIPAL USES.** (Rep. & Recr. Ord. #1-95) The following uses and activities:
- (a) Reserved.

- (b) Antique stores.
- (c) Art, dance or music studios.
- (d) Bakeries, retail sales only.
- (e) Banks, savings and loan associations and other financial institutions.
- (f) Barber and beauty shops.
- (g) Book stores.
- (h) Business offices.
- (i) Candy and confectionery stores.
- (j) Clock/watch shops.
- (k) Clothing repair shops.
- (l) Clothing stores.
- (m) Computer sales and service.
- (n) Convenience food stores.
- (o) Delicatessens.
- (p) Dentist, physician or other similar professional health offices.
- (q) Drug stores.
- (r) Financial or tax consultants.
- (s) Florists.
- (t) Furniture stores.
- (u) Garden supplies, horticultural services.
- (v) Gift stores.
- (w) Grocery stores.
- (x) Hardware stores.
- (y) Hobby shops.
- (z) Liquor stores.
- (aa) Meat, fish or poultry markets.
- (bb) Optical stores.
- (cc) Photo and film pickup stores.
- (dd) Photo studios.
- (ee) Professional offices.
- (ff) Restaurants, indoor service only.
- (gg) Self-service laundries.
- (hh) Shoe repair shops.
- (ii) Soda fountains.
- (jj) Sporting goods stores.
- (kk) Variety stores.
- (ll) Video sales/rental.

(mm) Secondhand stores less than 5,000 square feet in area. (Cr. Ord. #26-97)

(2) **PERMITTED ACCESSORY USES.** (Rep. & Recr. Ord. #1-95)

- (a) Off-street parking and loading areas.
- (b) Roof-mounted satellite transmitting and receiving fixtures.
- (c) Outdoor vending (see [section 17.50](#)). (Cr. Ord. #24-10)

(3) **CONDITIONAL USES.** (Rep. & Recr. Ord. #1-95) See [section 17.42](#) of this chapter.

- (a) Animal hospitals, clinics, shelters and kennels.
- (b) Any use similar to a permitted principal use.
- (c) Dry cleaning pickup and delivery establishments.
- (d) Funeral homes, mortuaries.
- (e) Indoor health and recreation establishments.
- (f) Interior decorators.
- (g) Museums.
- (h) Paint, glass and wallpaper stores.
- (i) Petroleum service stations.
- (j) Real estate and insurance offices.
- (k) Recycling collection centers.
- (l) Self-serve carwashes.
- (m) Taverns.
- (n) Attached and detached accessory buildings.
- (o) Automobile accessory sales and service uses, except establishments that perform engine, auto body or transmission repair services. (Cr. Ord. #27-97)
- (p) Child care, day care centers or preschool centers licensed by the State and in continuous compliance with all applicable State and local regulations. (Cr. Ord. #34-97)
- (q) Any store larger than 20,000 square feet in floor area. (Cr. Ord. #32-98)
- (r) Churches, length of duration and permit renewal schedule as determined by the Village Board. (Cr. Ord. #2-01; Am. Ord. #37-04)
- (s) Drive-through establishments and facilities, other than restaurants, provided that all such facilities meet the yard requirements set forth herein, any protective canopy shall be located not closer than 25 feet to the property line and any parking stall or driveway, shall not be closer than 50 feet to a residential district lot line (per [section 17.45](#)(1)(b)). (Cr. Ord. #7-04)
- (t) Tattoo and body piercing establishments. (Cr. Ord. #06-09)
- (u) Off-site parking areas (see [section 17.45](#)). (Cr. Ord. #9-10)

(3a) **TEMPORARY USES.** (Cr. Ord. #32-91) Any use listed as a permitted use within the district of a limited duration as established in [section 17.07](#)(2a) of this chapter and as defined in [section 17.08](#)(83) of this chapter.

(4) **LOT, YARD AND BUILDING REQUIREMENTS.** (Am. Ord. #1-95; Am. Ord. #32-98)

Lot frontage at setback	Minimum 100 ft.
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Lot area	Minimum 20,000 sq. ft.
Principal buildings:	
Front yard	Minimum 30 ft.
Side yards	Minimum 20 ft.
Rear yard	Minimum 30 ft.
Building height	Maximum 35 ft.
Accessory buildings:	
Front yard	Minimum 30 ft.
Side yards	Minimum 20 ft.
Rear yard	Minimum 25 ft.
Building height	Maximum 15 ft.
Number of stories	Maximum 2
Percent of lot coverage	Maximum 75%, including parking and loading
Floor area per store	Minimum 450 sq. ft.

- (5) **PARKING AND LOADING REQUIREMENTS.** See [section 17.45](#) of this chapter.
- (6) **SITE PLAN APPROVAL REQUIRED.** See [section 17.43](#)(2) of this chapter.
- (7) **SCREENING REQUIREMENTS.** All outdoor storage and trash or dumpster storage areas shall be screened from view and on all four sides by an fenced and gated enclosure or by landscape screening, or by a combination of both methods. Enclosures shall be sufficient to ensure that trash and debris are fully contained within the area. Outdoor storage areas other than trash or dumpster enclosures may be screened from view with a combination of landscape screening or an enclosure. All outdoor storage and trash areas shall be graded to prevent the discharge of contaminated stormwater runoff into storm drains or surface waters. Whenever possible, divert flows to a vegetated area.

17.29 B-2 COMMUNITY BUSINESS DISTRICT.

The B-2 District is intended to provide for individual or large groups of retail and customer service retail establishments in a "shopping center" setting. This type of district is usually located at or near the intersections of 2 arterial streets or highways, but separated from the traditional "central business district" and designed for the convenience of weekly or monthly one-stop shopping and includes such amenities as increased open space and ample off-street parking and loading areas and architectural screening or landscaping.

(1) **PERMITTED PRINCIPAL USES.** (Rep. & Recr. Ord. #1-95) The following uses and activities:

- (a) Animal hospitals, clinics.
- (b) Antique stores.
- (c) Appliance sales and service.
- (d) Art, dance or music studios.
- (e) Auto accessory sales and service.
- (f) Bakeries, including the baking of goods for local sale.
- (g) Banks, savings and loan associations and other financial institutions.
- (h) Barber and beauty stops.
- (i) Book stores.
- (j) Bowling/pool establishments.
- (k) Business offices.
- (l) Candy and confectionery stores.
- (m) Caterers.
- (n) Clock/watch shops.
- (o) Clothing repair shops.
- (p) Clothing stores.
- (q) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
- (r) Computer sales and service.
- (s) Convenience food stores.
- (t) Delicatessens.
- (u) Dentist, physician or other similar professional health offices.
- (v) Department stores, maximum 50,000 square feet.
- (w) Drug stores.
- (x) Dry cleaning pickup and delivery establishments.
- (y) Electrical supply stores.
- (z) Financial or tax consultants.
- (aa) Florists.
- (bb) Furniture stores.
- (cc) Furniture upholstery/repair.
- (dd) Furriers.

(ee) Garden supplies, horticultural services.
(ff) Gift stores.
(gg) Grocery stores.
(hh) Hardware stores.
(ii) Heating supply stores.
(jj) Hobby shops.
(kk) Indoor health or recreation establishments.
(ll) Indoor tennis/racket ball establishments.
(mm) Indoor theaters.
(nn) Interior decorators.
(oo) Jewelry stores.
(pp) Liquor stores.
(qq) Meat, fish or poultry markets.
(rr) Museums.
(ss) Music and musical instrument stores.
(tt) Optical stores.
(uu) Paint, glass and wallpaper stores.
(vv) Pet shops.
(ww) Photo and film pickup stores.
(xx) Photo studios.
(yy) Photographic supplies and camera stores.
(zz) Plumbing supply stores.
(aaa) Professional offices.
(bbb) Quick printing shops.
(ccc) Radio broadcasting studios.
(ddd) Real estate and insurance offices.
(eee) Restaurants. (Am. Ord. #7-04)
(fff) Self-service carwashes.
(ggg) Self-service laundries.
(hhh) Shoe repair shops.
(iii) Shoe stores.
(jjj) Soda fountains.
(kkk) Sporting goods stores.
(lll) Stationery stores.
(mmm) Variety stores.
(nnn) Video sales/rental.
(ooo) Secondhand stores less than 5,000 square feet in area. (Cr. Ord. #26-97)

(ppp) Home improvement stores. (Cr. Ord. #17-98)

(2) **PERMITTED ACCESSORY USES.** (Rep. & Recr. Ord. #1-95)

- (a) Attached garages for storage of vehicles used in conjunction with the operation of a business.
- (b) Off-street parking and loading areas.
- (c) Roof-mounted satellite transmitting and receiving fixtures.
- (d) Drive-through establishments and facilities provided that all such facilities meet the yard requirements set forth herein, any protective canopy shall be located not closer than 25 feet to the property line, and any parking stall or driveway, shall not be closer than 50 feet to a residential district lot line (per [section 17.45](#)(1)(b)). (Cr. Ord. #7-04, Renum. MCC)
- (e) Outdoor vending (see [section 17.50](#)). (Cr. Ord. #24-10)

(3) **CONDITIONAL USES.** (Rep. & Recr. Ord. #1-95) See [section 17.42](#) of this chapter.

- (a) Amusement arcades.
- (b) Any use similar to a permitted principal use.
- (c) Churches, length of duration and permit renewal schedule as determined by the Village Board. (Am. Ord. #16-99; Cr. Ord. #2-01; Am. Ord. #37-04)
- (d) Reserved. (Rep. Ord. #7-04)
- (e) Hotels or motels.
- (f) Parks, leisure or ornamental.
- (g) Petroleum service stations.
- (h) Theaters, assembly halls.
- (i) Transit and car pooling parking areas.
- (j) Transit bus stations.
- (k) Wind energy conversion systems.
- (l) Residential quarters for the owner or proprietor or caretaker/watchman provided that such quarters are in the principal building, not on the ground level floor, and that entrances and exits to such quarters are direct to the exterior of the building. There shall also be a minimum floor area of 400 square feet for an efficiency unit, 600 square feet for a one-bedroom unit and 750 square feet for a 2-bedroom unit. A dwelling unit with more than 2 bedrooms shall not be allowed. Residential quarters in a B-2 District shall be reviewed by the Plan Commission in the same manner provided for in [section 17.24](#) of this chapter.
- (m) Detached accessory buildings.
- (n) Taverns.
- (o) Recreational vehicle sales and services.
- (p) Child care, day care centers or preschool centers licensed by the State and in continuous compliance with all applicable State and local regulations. (Cr. Ord. #34-97)
- (q) Fenced yards for the sale and storage of goods and materials directly related to a permitted use. (Cr. Ord. #17-98)
- (r) Any store larger than 50,000 square feet. (Cr. Ord. #27-98)
- (s) Tattoo and body piercing establishments. (Cr. Ord. #06-09)
- (t) Off-site parking areas (see [section 17.45](#)). (Cr. Ord. #9-10)

(3a) **TEMPORARY USES.** (Cr. Ord. #32-91) Any use listed as a permitted use within the district of a limited duration as established in [section 17.07](#)(2a) of this chapter and as defined in [section 17.08](#)(83) of this chapter.

(4) **LOT, YARD AND BUILDING REQUIREMENTS.** (Rep. & Recr. Ord. #1-95; Am. Ord. #27-98)

Lot frontage at setback	Minimum 500 ft.
Lot area	Minimum 390,000 sq. ft.
Principal buildings:	
Front yard	Minimum 100 ft.
Side yards	Minimum 40 ft.
Rear yard	Minimum 40 ft.
Building height	Maximum 45 ft.
Accessory buildings:	
Front yard	Minimum 100 ft.
Side yards	Minimum 40 ft.
Rear yard	Minimum 25 ft.
Building height	Maximum 15 ft.
Number of stories	Maximum 2
Percent of lot coverage	Maximum 75%, including parking and loading
Floor area per store	Minimum 450 sq. ft.

(5) **PARKING AND LOADING REQUIREMENTS.** See [section 17.45](#) of this chapter.

(6) **SITE PLAN APPROVAL REQUIRED.** See [section 17.43](#) of this chapter.

(7) **SCREENING REQUIREMENTS.** [Same as for B-1 District.](#) All outdoor storage and trash areas shall be screened from view by an enclosure or by landscape screening, or by a combination of both methods.

17.30 B-3 GENERAL BUSINESS DISTRICT.

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

(1) **PERMITTED PRINCIPAL USES.** (Rep. & Recr. Ord. #1-95) The following uses and activities:

- (a) Antique stores.
- (b) Appliance sales and service.
- (c) Art, dance or music studios.
- (d) Bakeries, including the baking of goods for local sale.
- (e) Banks, savings and loan associations and other financial institutions.
- (f) Barber and beauty shops.
- (g) Book stores.
- (h) Bowling/pool establishments.
- (i) Business offices.
- (j) Candy and confectionery stores.
- (k) Caterers.
- (l) Clock/watch shops.
- (m) Clothing repair shops.
- (n) Clothing stores.
- (o) Computer sales and service.
- (p) Convenience food stores.
- (q) Delicatessens.
- (r) Dentist, physician or other similar professional health offices.
- (s) Department stores, maximum 50,000 square feet.
- (t) Drug stores.
- (u) Dry cleaning pickup and delivery establishments.
- (v) Electrical supply stores.
- (w) Financial or tax consultants.
- (x) Florists.
- (y) Furniture stores.
- (z) Furniture upholstery/repair.
- (aa) Furriers.
- (bb) Gift stores.
- (cc) Grocery stores.
- (dd) Hardware stores.

- (ee) Heating supply stores.
- (ff) Hobby shops.
- (gg) Interior decorators.
- (hh) Jewelry stores.
- (ii) Liquor stores.
- (jj) Meat, fish or poultry markets.
- (kk) Museums.
- (ll) Music and musical instrument stores.
- (mm) Optical stores.
- (nn) Paint, glass and wallpaper stores.
- (oo) Pet shops.
- (pp) Photo and film pickup stores.
- (qq) Photo studios.
- (rr) Photographic supplies and camera stores.
- (ss) Plumbing supply stores.
- (tt) Professional offices.
- (uu) Quick printing shops.
- (vv) Radio broadcasting studios.
- (ww) Real estate and insurance offices.
- (xx) Restaurants. (Am. Ord. #7-04)
- (yy) Self-service laundries.
- (zz) Shoe repair shops.
- (aaa) Shoe stores.
- (bbb) Soda fountains.
- (ccc) Sporting goods stores.
- (ddd) Stationery stores.
- (eee) Taverns.
- (fff) Variety stores.
- (ggg) Video sales/rental.
- (hhh) Secondhand stores less than 5,000 square feet in area. (Cr. Ord. #26-97)

(2) **PERMITTED ACCESSORY USES.** (Rep. & Recr. Ord. #1-95)

- (a) Attached or detached garages for storage of vehicles used in conjunction with the operation of a business.
- (b) Off-street parking and loading areas.
- (c) Roof-mounted satellite transmitting and receiving fixtures.
- (d) Drive-through establishments and facilities provided that all such facilities meet the yard requirements set forth herein, any protective canopy shall be located not closer than 25 feet to

the property line, and any parking stall or driveway, shall not be closer than 50 feet to a residential district lot line (per [section 17.45\(1\)\(b\)\)](#). (Cr. Ord. #7-04)

(e) Outdoor vending (see [section 17.50](#)). (Cr. Ord. #24-10)

(3) **CONDITIONAL USES.** (Rep. & Recr. Ord. #1-95) See [section 17.42](#) of this chapter.

- (a) Amusement arcades.
- (b) Animal hospitals, clinics.
- (c) Auto accessory sales and service.
- (d) Auto and truck rental.
- (e) Auto repair shops.
- (f) Bed and breakfast establishments.
- (g) Boarding houses.
- (h) Body shops.
- (i) Clubs, fraternities, lodges and meeting places of a noncommercial nature.
- (j) Construction services; contractor shops.
- (k) Department stores (50,000 to 100,000 square foot area).
- (l) Experimental testing labs.
- (m) Food lockers.
- (n) Fuel oil, bottled gas, ice dealers.
- (o) Funeral homes, mortuaries.
- (p) Garden supplies, horticultural services.
- (q) Indoor health or recreation establishment.
- (r) Indoor tennis/racket ball establishment.
- (s) Indoor theaters.
- (t) Millwork, lumber yards, saw mills and planing mills.
- (u) New and used marine sales and service.
- (v) Outdoor recreation facilities.
- (w) Parks, leisure or ornamental.
- (x) Pawn shops.
- (y) Petroleum service stations.
- (z) Public administrative offices, and fire and police stations.
- (aa) Radio and television transmitting and receiving towers, microwave relay stations, and water towers.
- (bb) Rest homes, nursing homes and elderly housing (20 units per acre maximum).
- (cc) Self-service carwashes.
- (dd) Trailer sales or rental.
- (ee) Transit and car pooling parking areas.
- (ff) Warehouse and indoor storage.
- (gg) Wind energy conversion systems.

(hh) Residential quarters for the owner or proprietor or caretaker/watchman provided that such quarters are in the principal building, not on the ground level floor, and that entrances and exits to such quarters are direct to the exterior of the building. There shall also be a minimum floor area of 400 square feet for an efficiency unit, 600 square feet for a one-bedroom unit and 750 square feet for a 2-bedroom unit. A dwelling unit with more than 2 bedrooms shall not be allowed. Residential quarters in a B-3 District shall be reviewed by the Plan Commission in the same manner provided for in [section 17.24](#) of this chapter.

(ii) Any use similar to a permitted use.

(jj) Reserved. (Cr. Ord. #42-95; Rep. Ord. #7-04)

(kk) Child care, day care centers or preschool centers licensed by the State and in continuous compliance with all applicable State and local regulations. (Cr. Ord. #34-97)

(ll) Churches, length of duration and permit renewal schedule as determined by the Village Board. (Cr. Ord. #2-01; Am. Ord. #37-04)

(mm) Tattoo and body piercing establishments. (Cr. Ord. #06-09)

(nn) Off-site parking areas (see [section 17.45](#)). (Cr. Ord. #9-10)

(3a) **TEMPORARY USES.** (Cr. Ord. #32-91)

(4) **LOT, YARD AND BUILDING REQUIREMENTS.** (Rep. & Recr. Ord. #1-95)

Lot frontage at setback	Minimum 50 ft.
Lot area	Minimum 5,000 sq. ft.
Principal buildings:	
Front yard	None, except that the front yard for newly constructed principal buildings shall be the average of the front yard of adjoining or neighboring properties.
Side yards	None, except as required in sections 17.07 and 17.50 of this chapter
Rear yard	Minimum 25 ft.
Number of stories	Maximum 2½
Accessory building:	
Front yard	Minimum 5 ft.
Side yards	Minimum 5 ft.

Rear yard	Minimum 5 ft.
Building height:	
Principal building	Maximum 45 ft.
Accessory building	Maximum 15 ft.
Percent of lot coverage	Maximum 90%, including parking and loading
Floor area per store	No minimum, Maximum 50,000 sq. ft.

- (5) **PARKING AND LOADING REQUIREMENTS.** See [section 17.45](#) of this chapter.
- (6) **SITE PLAN APPROVAL REQUIRED.** See sections [17.43](#) and [17.44](#) of this chapter.
- (7) **SCREENING REQUIREMENTS.** [Same as for B-1 District.](#) ~~All outdoor storage and trash areas shall be screened from view by an enclosure or by landscape screening, or by a combination of both methods.~~

17.31 B-4 PROFESSIONAL OFFICE DISTRICT.

The B-4 District is intended to provide for individual or limited office, professional and special service uses where the office activity would be compatible with neighborhood uses and not exhibit the intense activity of other business districts.

- (1) **PERMITTED PRINCIPAL USES.** (Rep. & Recr. Ord. #1-95) The following uses and activities:
- (a) Business offices.
 - (b) Dentist, physician or other similar professional health offices.
 - (c) Financial or tax consultants.
 - (d) Interior decorators.
 - (e) Professional offices.
 - (f) Public administrative offices, and fire and police stations.
 - (g) Real estate and insurance offices.
- (2) **PERMITTED ACCESSORY USES.** (Rep. & Recr. Ord. #1-95)
- (a) Attached or detached garages for storage of vehicles used in conjunction with the operation of the business.

- (b) Attached or detached garages for use by apartments or other residential uses as listed in paragraph (c) below.
 - (c) Off-street parking and loading areas.
 - (d) Roof-mounted satellite transmitting and receiving fixtures.
- (3) **CONDITIONAL USES.** See [section 17.42](#) of this chapter.
- (a) Experimental, testing and research laboratories, provided all principal structures and uses are not less than 100 feet from a residential use.
 - (b) Rental apartments having not more than 2 bedrooms on a nonground level, provided there shall be a minimum floor area of 400 square feet for an efficiency or one bedroom apartment and 550 square feet for a 2-bedroom apartment.
 - (c) Barber shops and beauty shops. (Cr. Ord. #36-90)
 - (d) Studios for photography, painting, music, sculpture, dance or other recognized fine art. (Cr. Ord. #36-90)
 - (e) Child care, day care centers or preschool centers licensed by the State and in continuous compliance with all applicable State and local regulations. (Cr. Ord. #34-97)
 - (f) Churches, length of duration and permit renewal schedule as determined by the Village Board. (Cr. Ord. #2-01; Am. Ord. #37-04)
 - (g) Tattoo and body piercing establishments. (Cr. Ord. #06-09)
 - (h) Off-site parking areas (see [section 17.45](#)). (Cr. Ord. #9-10)
- (3a) **TEMPORARY USES.** (Cr. Ord. #32-91)
- (4) **LOT, YARD AND BUILDING REQUIREMENTS.** (Rep. & Recr. Ord. #1-95)

Lot frontage at setback	Minimum 90 ft.
Lot area	Minimum 10,000 sq. ft.
Principal building:	
Front yard	Average setback of required setbacks in adjoining district.
Side yards	Equal to minimum side yard of adjoining district.
Rear yard	Minimum 25 ft.
Accessory buildings:	
Front yard	Average setback of required setbacks in adjoining districts.
Side yards	Minimum 5 ft.
Rear yard	Minimum 5 ft.

Building height:	
Principal building	Maximum 35 ft.
Accessory building	Maximum 15 ft.
Percent of lot coverage	Maximum 75%, including parking and loading.
Floor area per store/office	Minimum 450 sq. ft. No maximum store size.

- (5) **PARKING AND LOADING REQUIREMENTS.** See [section 17.45](#) of this chapter.
- (6) **SITE PLAN APPROVAL REQUIRED.** See sections [17.43](#) and [17.44](#) of this chapter.
- (7) **SCREENING REQUIREMENTS.** [Same as for B-1 District.](#) ~~All outdoor storage and trash areas shall be screened from view by an enclosure or by landscape screening, or by a combination of both methods.~~

17.32 B-5 HIGHWAY BUSINESS DISTRICT.

The B-5 District is intended to provide for the orderly and attractive grouping at appropriate locations along principal highway routes of those businesses and customer service establishments which are logically related to and dependent upon highway traffic or which are specifically designed to serve the needs of such traffic.

- (1) **PERMITTED PRINCIPAL USES.** (Rep. & Recr. Ord. #1-95; Rep. & Recr. Ord. #7-04; Rep. & Recr. Ord. #03-06) The following uses and activities:
- (a) Appliance sales and services.
 - (b) Art, dance or music studios.
 - (c) Banks, savings and loan associations and other financial institutions.
 - (d) Business offices.
 - (e) Cellular phone retail store.
 - (f) Convenience food stores.
 - (g) Delicatessens.
 - (h) Dentist, physician or other similar professional health offices.
 - (i) Hotels and motels.
 - (j) Indoor health and recreation establishments.
 - (k) Petroleum service stations.
 - (l) Professional offices.
 - (m) Restaurants.
 - (n) Transit bus station.

- (2) **PERMITTED ACCESSORY USES.** (Rep. & Recr. Ord. #1-95)
- (a) Off-street parking and loading areas.
 - (b) Roof-mounted satellite transmitting and receiving fixtures.
 - (c) Drive-through establishments and facilities provided that all such facilities meet the yard requirements set forth herein, any protective canopy shall be located not closer than 25 feet to the property line, and any parking stall or driveway, shall not be closer than 50 feet to a residential district lot line (per [section 17.45](#)(1)(b)). (Cr. Ord. #7-04)
 - (d) Outdoor vending (see [section 17.50](#)). (Cr. Ord. #24-10)
- (3) **CONDITIONAL USES.** (Rep. & Recr. Ord. #1-95) See [section 17.42](#) of this chapter.
- (a) Any use similar to a permitted use.
 - (b) Convention center.
 - (c) Indoor theaters.
 - (d) Motor vehicle sales and service.
 - (e) New and used marine sales and service.
 - (f) Recreational vehicle sales and service.
 - (g) Self-serve carwashes.
 - (h) Tractor and other farm implement sales and service.
 - (i) Trailer sales and rentals.
 - (j) Transit and car pooling areas.
 - (k) Truck stops.
 - (l) Attached and detached garages for storage of vehicles used in conjunction with the operation of a business.
 - (m) Churches, length of duration and permit renewal schedule as determined by the Village Board. (Cr. Ord. #2-01; Am. Ord. #37-04)
 - (n) Construction services, contractor shops. (Cr. Ord. #03-06)
 - (o) Animal hospitals, clinics. (Cr. Ord. #03-06)
 - (p) Dry cleaning pickup and delivery establishments. (Cr. Ord. #03-06)
 - (q) Heating supply stores. (Cr. Ord. #03-06)
 - (r) Plumbing supply stores. (Cr. Ord. #03-06)
 - (s) Auto accessory sales and service. (Cr. Ord. #03-06)
 - (t) Tattoo and body piercing establishments. (Cr. Ord. #06-09)
 - (u) Off-site parking areas (see [section 17.45](#)). (Cr. Ord. #9-10)
- (3a) **TEMPORARY USES.** (Cr. Ord. #32-91) Any use listed as a permitted use within the district of a limited duration as established in [section 17.07](#)(2a) of this chapter and as defined in [section 17.08](#)(83) of this chapter.
- (4) **LOT, YARD AND BUILDING REQUIREMENTS.** (Rep. & Recr. Ord. #1-95)

Lot frontage at setback	Minimum 120 ft.
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Lot area	Minimum 30,000 sq. ft.
Principal buildings:	
Front yard	Minimum 40 ft.
Side yards	Minimum 10 ft.
Rear yard	Minimum 25 ft.
Building height	Maximum 35 ft.
Accessory buildings:	
Front yard	Minimum 40 ft.
Side yards	Minimum 5 ft.
Rear yard	Minimum 5 ft.
Number of stories	Maximum 2
Percent of lot coverage	Maximum 80%, including parking and loading

- (5) **PARKING AND LOADING REQUIREMENTS.** See [section 17.45](#) of this chapter.
- (6) **SITE PLAN APPROVAL REQUIRED.** See sections [17.43](#) and [17.44](#) of this chapter.
- (7) **SCREENING REQUIREMENTS.** [Same as for B-1 District.](#) ~~All outdoor storage and trash areas shall be screened from view by an enclosure or by landscape screening, or by a combination of both methods.~~

17.33 M-1 LIMITED INDUSTRIAL DISTRICT.

The M-1 Industrial District is intended to provide for warehousing, manufacturing or fabrication operations which, on the basis of physical and operational characteristics, would not be detrimental to the immediate surrounding area or to the Village as a whole by reason of smoke, odor, noise, dust, flash, traffic, physical appearance, or other similar factors; and to establish such regulatory controls as will reasonably insure compatibility with the surrounding area in this respect. All uses in this District must meet the State of Wisconsin industrial standards.

- (1) **PERMITTED PRINCIPAL USES.**

- (a) 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.
 - (b) All uses involving the manufacture and fabrication of goods within the confines of a building and in which any smoke, noise, dust, flash or odor produced in the manufacturing process is confined within the building.
 - (c) All uses involving the provisions of a service which is either manufacturing-related or fabrication-related and not permitted in business districts confined within a building, and in which smoke, dust, flash, heat, noise or odor produced by such service uses is confined within the building.
- (2) **PERMITTED ACCESSORY USES.**
- (a) Enclosed as well as screened areas for the storage of materials other than explosive or flammable materials or substances used in the manufacturing or fabrication process.
 - (b) Offices normally auxiliary to the principal use.
 - (c) Garages for the storage of vehicles used in conjunction with the operation of the warehouse or industrial use.
 - (d) Auxiliary power generators.
 - (e) Off-street parking and loading areas.
 - (f) One aboveground storage tank (maximum 5,000 gallon capacity) for storage of flammable materials, subject to compliance with [section 11.071](#) of this Code. (Cr. Ord. #30-97)
- (3) **CONDITIONAL USES.** (Rep. & Recr. Ord. #30-97)
- (a) Buildings, structures or underground storage tanks used for the storage of chemicals, flammable liquids and gaseous or vaporous substances.
 - (b) Two or more aboveground storage tanks (over 5,000 gallon capacity) for storage of flammable materials, subject to compliance with [section 11.071](#) of this Code.
 - (c) Yards and structures used for the temporary storage or holding of animals not for slaughter.
 - (d) Recycling collection/processing center.
 - (e) Reserved. (Rep. Ord. #5-02)
 - (f) Secondhand stores greater than 5,000 square feet in area, subject to all other requisite approvals applicable to conditional use and subject to the Plan Commission determining reasonable regulations for the collection, warehousing, sorting and repair of materials in the course of operation of such secondhand stores.
 - (g) Child care, day care centers or preschool centers licensed by the State and in continuous compliance with all applicable State and local regulations. (Cr. Ord. #34-97)
 - (h) Commercial activities permitted in the B-2, Community Business District when the Plan Commission finds that the activity will directly support the businesses of the industrial park and can be integrated into an overall plan for the industrial park. (Cr. Ord. #11-00)
 - (i) Agricultural and dairy product silos, cooling towers, and other accessory structures whose height exceeds 45 feet. (Cr. Ord. #23-03; Am. Ord. #31-07)
 - (j) Principal buildings exceeding a height of 45 feet provided that: (Cr. Ord. #31-07)
 - 1. A new or expanded building should normally not exceed the height of any existing principal building(s) on an adjacent or opposing property (across the street) if the height of the new building will be greater than twice the height of the nearest, tallest existing building;

2. The site design and architecture of the new or expanded building includes additional setback, and, variation or articulation of the wall and roof components of the new or expanded building to provide a transition in height; and
3. The new or expanded building is not on property that is adjacent to a residential zoning district or other established residential area.

(3a) **TEMPORARY USES.** (Cr. Ord. #32-91) Any use listed as a permitted use within the district of a limited duration as established in [section 17.07](#)(2a) of this chapter and as defined in [section 17.08](#)(83) of this chapter.

(4) LOT, YARD AND BUILDING REQUIREMENTS.

Lot frontage at setback	Minimum 120 ft.
Lot area	Minimum 30,000 sq. ft.
Principal building:	
Front yard	Minimum 30 ft.
Side yards	Minimum 10 ft.
Rear yard	Minimum 25 ft.
Building height	Maximum 45 ft.
Percentage of coverage, including parking and loading	Maximum 80%

(5) **PARKING AND LOADING REQUIREMENTS.** See [section 17.45](#) of this chapter.

(6) **SITE PLAN APPROVAL REQUIRED.** See [section 17.43](#) of this chapter.

17.34 M-2 GENERAL INDUSTRIAL DISTRICT.

The M-2 Industrial District is intended to provide for the same type of manufacturing and fabricating operations and uses as in the M-1 Industrial District plus more intensive uses. However, these operations and uses shall be provided in those areas where the relationships to surrounding land use would create fewer problems of compatibility. The M-2 Industrial District also permits those activities generally perceived as being of a nuisance nature or considered to be hazardous. All uses in this District must meet State of Wisconsin industrial standards as well as performance standards set forth in [section 17.47](#) of this chapter. Such districts should not normally abut directly upon residential or commercial districts.

(1) PERMITTED PRINCIPAL USES.

- (a) Uses permitted in the M-1 District.
- (b) All manufacturing, fabricating and storage uses not permitted in any other industrial district (except the manufacture or fabrication of explosives, flammable liquids, chemicals and gaseous

or vaporous substances) as long as such permitted uses are carried on within an enclosed structure or within a totally screened yard area.

(2) **PERMITTED ACCESSORY USES.**

- (a) Enclosed as well as screened open storage of materials other than explosive or flammable materials or substances used in the manufacturing or fabrication process.
- (b) Offices normally auxiliary to the principal use.
- (c) Garages for the storage of vehicles used in conjunction with the operation of the industrial use.
- (d) Auxiliary power generators.
- (e) Off-street parking and loading areas.
- (f) One aboveground storage tank (maximum 5,000 gallon capacity) for storage of flammable materials, subject to compliance with [section 11.071](#) of this Code. (Cr. Ord. #30-97)

(3) **CONDITIONAL USES.** (Rep. & Recr. Ord. #30-97) See [section 17.42](#) of this chapter.

- (a) The manufacturing, fabricating or underground storage of chemicals, explosives, flammable liquids and gaseous or vaporous substances.
- (b) Two or more aboveground storage tanks (over 5,000 gallon capacity) for storage of flammable materials, subject to compliance with [section 11.071](#) of this Code.
- (c) Landfills, and solid and other waste disposal and recovery uses.

(3a) **TEMPORARY USES.** (Cr. Ord. #32-91) Any use listed as a permitted use within the district of a limited duration as established in [section 17.07](#)(2a) of this chapter and as defined in [section 17.08](#)(83) of this chapter.

(4) **LOT, YARD AND BUILDING REQUIREMENTS.**

Lot frontage at setback	Minimum 150 ft.
Lot area	Minimum 50,000 sq. ft.
Principal building:	
Front yard	Minimum 30 ft.
Side yards	Minimum 25 ft.
Rear yard	Minimum 25 ft.
Building height	Maximum 45 ft.
Percentage of lot coverage, including parking and loading.	Maximum 50%

(5) **PARKING AND LOADING REQUIREMENTS.** See [section 17.45](#) of this chapter.

- (6) **SITE PLAN APPROVAL REQUIRED.** See sections [17.43](#) and [17.44](#) of this chapter.

17.35 M-3 SPECIAL USE INDUSTRIAL DISTRICT.

The M-3 Industrial District is intended to allow for flexibility in the design of large, single-user, manufacturing or fabricating operations consisting of one such manufacturing or fabricating facility per lot in a manner which would not be detrimental to the surrounding area or to the Village as a whole.

(1) **PERMITTED PRINCIPAL USES.**

- (a) All uses as permitted in the M-1 District.
- (b) All manufacturing, fabricating and storage uses not permitted in any other industrial district (except the manufacturing or fabricating of explosives, chemicals, gaseous or vaporous substances, and underground storage tanks for flammable liquids). (Am. Ord. #30-97)

(2) **PERMITTED ACCESSORY USES.**

- (a) Enclosed as well as screened open storage of materials other than explosive or flammable materials or substances used in the manufacturing or fabrication process.
- (b) Offices normally auxiliary to the principal use.
- (c) Garages for the storage of vehicles used in conjunction with the operation of the industrial use.
- (d) Auxiliary power generators.
- (e) Off-street parking and loading areas.
- (f) One aboveground storage tank (maximum 5,000 gallon capacity) for storage of flammable materials, subject to compliance with [section 11.071](#) of this Code. (Cr. Ord. #30-97)

(3) **CONDITIONAL USES.** (Am. Ord. #30-97)

- (a) Manufacturing and fabricating of explosives, chemicals, gaseous or vaporous substances, and underground storage tanks for flammable liquids.
- (b) Two or more aboveground storage tanks (over 5,000 gallon capacity) for storage of flammable materials, subject to compliance with [section 11.071](#) of this Code.

- (3a) **TEMPORARY USES.** (Cr. Ord. #32-91) Any use listed as a permitted use within the district of a limited duration as established in [section 17.07\(2a\)](#) of this chapter and as defined in [section 17.08\(83\)](#) of this chapter.

(4) **LOT, YARD AND BUILDING REQUIREMENTS.**

Lot frontage at setback	Minimum 1,000 ft.
Lot area	Minimum 40 acres
Principal building:	
Front yard	Minimum 40 ft.
Side yards	Minimum 15 ft.
Rear yard	Minimum 15 ft.

Building height	Maximum 40 ft.
Percentage of lot coverage, including parking and loading.	Maximum 45%

(5) **PARKING AND LOADING REQUIREMENTS.** See [section 17.45](#) of this chapter.

(6) **PROCEDURE.**

- (a) The owner or his agent shall file a petition requesting a zoning map amendment to the M-3 Special Use Industrial District with the Village Clerk, in the manner set forth in [section 17.51](#) of this chapter. In addition, a general site plan shall be submitted as a part of the petition of sufficient detail to satisfy the Village Board as to the general character, scope and appearance of the proposed development. Such plan shall show the general layout of proposed buildings or building sites, as well as storage, parking, loading and unloading areas, and any other information as the Village Board may reasonably require.
- (b) The petition shall be referred to the Plan Commission for its review and recommendation. The requirements of subsections (4), (5) and (6) above may be modified by the Plan Commission prior to its recommendation to the Village Board if such modification, in the opinion of the Plan Commission, is necessary to make maximum use of the proposed site without causing detriment to the surrounding area or to the Village as a whole.
- (c) The Village Board shall then hold a public hearing on the Plan Commission recommendation concerning the petition and shall give notice as specified in [section 17.51](#) of this chapter.
- (d) Following such hearing and after careful consideration of the Plan Commission's recommendations, the Village Board shall either deny the petition or approve the petition as submitted.
- (e) Subsequent to the approval of M-3 District zoning and the general site plan, detailed plans shall be submitted to the Plan Commission for approval prior to the issuance of building permits. Such plans shall contain the following information:
 1. The precise location of public and private roads, driveways and parking facilities.
 2. Detailed information concerning the size, arrangement and location of any individual building sites and proposed building groups on each individual site, [including the location, type and proposed screening of trash handling or other outdoor storage areas.](#)
 3. The location of open space areas and areas reserved or dedicated for public use, drainage ways, and stormwater [management features.](#) ~~retention or detention areas, if required.~~
 4. The type, size and location of all structures.
 5. Detailed screening and landscape plans, [including the location and type of vegetative stormwater management features.](#)
 6. Detailed architectural plans, elevation and perspective drawings and sketches illustrating the design and character of proposed structures.
 7. The existing and proposed location of public sanitary sewer and water supply facilities.
 8. The existing and proposed location of all private utilities or other easements.
 9. Existing topography on the site with contours at no greater than 2-foot intervals.
 10. Anticipated uses of adjoining lands in regard to roads, surface water drainage and compatibility with existing adjacent land uses.

11. Any other detailed information as the Plan Commission may reasonably require.

- (f) In making its determination regarding approval of plans submitted in accordance with the requirements of paragraph (e) above if, in the opinion of the Plan Commission, such plans submitted for approval are found to be in substantial variance with the approved general site plan, a public hearing before the Village Board shall be required and notice thereof shall be given, pursuant to the provisions of [section 17.51](#) of this chapter.

17.36 M-4 MINERAL EXTRACTION DISTRICT.

The M-4 District is intended to provide for the orderly continuation or restoration of existing quarries or other extractive and related operations and to provide for the location in appropriate places of new extractive operations that provide maximum protection to the natural environment. This District further provides for the restoration of quarries in a manner that will not deteriorate the natural environment

- (1) **PERMITTED USES.** None.
- (2) **CONDITIONAL USES.** See [section 17.42](#) of this chapter.
- (a) Mining or extraction of rock, slate, gravel, sand, topsoil and other minerals.
- (b) Processing, refining and washing of rock, slate, sand or minerals.
- (c) Processing or storage of topsoil.
- (d) Storage of any of the aforesaid mineral products.
- (e) The on-site processing, conversion or packaging of the materials extracted including manufacturing of concrete products, lime, gypsum or plaster of Paris, and the initial preparation of concrete as a "ready-mix."
- (2a) **TEMPORARY USES.** (Cr. Ord. #32-91) Any use listed as a permitted use within the district of a limited duration as established in [section 17.07](#)(2a) of this chapter and as defined in [section 17.08](#)(83).
- (3) **LOT, YARD AND BUILDING REQUIREMENTS.**

Lot frontage at street access	Minimum 80 ft.
Lot area	Sufficient area for extraction operation, stockpiling, buildings and parking
Setbacks:	
Extraction operation	Minimum 200 ft. from the right-of-way and all property lines
Stockpiling, buildings and parking	Minimum 100 ft. from the right-of-way and all property lines
Building height	Maximum 75 ft.
Percent of lot coverage	Maximum 5%

(4) **SPECIAL REGULATIONS.**

- (a) An application for a conditional use permit in the M-4 District shall be submitted to the Plan Commission by the property owner or long-term lessee, who shall be directly responsible for the operation of the quarry or other extractive operation-related activity. The application shall include the following:
 - 1. An adequate description of the operational methods and a plat survey of the proposed site.
 - 2. A list of equipment, machinery and structures to be used.
 - 3. The source, quantity and disposition of water to be used.
 - 4. A topographic map of the site showing all existing structures, trees and existing contours at a maximum interval of 2 feet.
 - 5. Proposed and existing access roads.
 - 6. The depth of all existing and proposed excavations.
 - 7. A restoration plan.
- (b) The restoration plan provided by the applicant shall include the following:
 - 1. Proposed contours at a maximum interval of 2 feet after filling or restoration.
 - 2. Depth of restored topsoil.
 - 3. Type of fill, planting or reforestation.
 - 4. Restoration commencement and completion dates.
 - 5. The proposed use of the site after restoration.
- (c) The applicant shall pay to the Village Treasurer the necessary fees to provide for the Village inspection and administration costs, based on the actual cost of such inspection and administration.
- (d) The applicant and/or owner of the land from which the mineral, gravel, sand, rock, slate or topsoil is being removed or extracted shall furnish the necessary sureties which will enable the Village to perform the planned restoration of the site in the event of default by the applicant. The amount of the sureties shall be based upon cost estimates prepared by the Village Engineer including a reasonable inflation factor, and the form and type of such sureties shall be approved by the Village Attorney. (See also [section 17.42](#) of this chapter)

17.37 HIA HIGHWAY INTERCHANGE AREA DISTRICT (OVERLAY DISTRICT).

- (1) **PURPOSE.** The purpose of the HIA District is to supplement the controls of the underlying zoning districts by providing special regulations as required by the unique characteristics of land development and traffic generation and movement in interchange areas.
- (2) **APPLICATION.** The general standards set forth hereunder shall apply to all lands within the delineated areas surrounding any existing or planned highway interchange and shall be overlaid upon the underlying zoning districts already applied to the same lands. In the event of conflicting standards between the underlying zoning and the interchange overlay regulations, the more restrictive shall apply.
- (3) **ACCESS AND ROAD REQUIREMENTS.** The following requirements shall apply for an area of ½ mile outside the interchange right-of-way or for a distance of ½ mile along either side of an intersecting highway from the most remote end of the interchange ramp taper, whichever is greater.
 - (a) *Access Control on Intersecting Highway.*
 - 1. On a dual-lane highway, there shall be no access within 1,000 feet of the most remote end of any ramp taper.

2. On other intersecting highways, there shall be no access within 700 feet of the most remote end of taper.
 3. There shall be no access point closer than 700 feet to another access point.
 4. Access points on opposite sides of the highway shall be directly opposite each other or opposite a median crossover, or separated by at least 300 feet of lateral distance.
 5. Frontage roads or interior access roads shall be utilized to minimize the number of direct access points to the intersecting highway.
 6. Every property owner developing land within this district shall dedicate land for either a frontage road minimum width of 50 feet or an interior street of a minimum width of 66 feet.
- (b) *Setback*. The setback from an intersecting highway shall be 160 feet from the center line or 100 feet from the right-of-way line, whichever is greater, or 50 feet from the right-of-way of a frontage road.

17.38 FW FLOODWAY DISTRICT.

See chapter 23 of this Code.

17.39 FF FLOOD FRINGE DISTRICT.

See chapter 23 of this Code.

17.40 WELLHEAD PROTECTION. (Cr. Ord. #15-10)

17.40.01 PURPOSE AND AUTHORITY.

- (1) *Purpose*. The residents of the Village of Germantown depend exclusively on groundwater for a safe drinking water supply. Certain land use practices and activities can seriously threaten or degrade groundwater quality. The purpose of this Wellhead Protection Ordinance is to institute land use regulations and restrictions protecting the municipal water supply of the Village of Germantown and promote the public health, safety and general welfare of the residents.
- (2) *Authority*. Statutory authority of the Village to enact these regulations was established by the Wisconsin Legislature in §62.23(7)(a) and (c), Wis. Stats. Under these statutes, the Village has the authority to enact this ordinance to encourage the protection of groundwater resources.

17.40.02 APPLICATION OF REGULATIONS. The regulations specified in this Wellhead Protection Ordinance shall apply to those areas of the Village of Germantown that lie within the recharge areas for municipal water supply wells as defined in subsection 17.40.05, and are in addition to the requirements in the underlying zoning district, if any. If there is a conflict between this ordinance and the zoning ordinance, the more restrictive provision shall apply.

17.40.03 DEFINITIONS.

- (1) *Aquifer*. A saturated, permeable geologic formation that contains and will yield significant quantities of water.
- (2) *Cone of Depression*. The area around a well, in which the water level has been lowered at least 1/10 of a foot by pumping of the well.
- (3) *Facilities*. A general term referring to land uses, business operations, activities, developed property, or material stored.
- (4) *Five-Year Time of Travel*. The recharge area upgradient of the cone of depression, the outer boundary of which it is determined or estimated that groundwater will take 5 years to reach a pumping well.

- (5) *Municipal Water Supply*. The municipal water supply of the Village of Germantown.
- (6) *Person*. An individual, partnership, association, corporation, municipality or state agency, or other legal entity.
- (7) *Recharge Area*. The area which encompasses all areas or features that, by surface infiltration of water that reaches the zone of saturation of an aquifer, supplies groundwater to a well.
- (8) *Thirty-Day Time of Travel*. The recharge area upgradient of a well, or its cone of depression, the outer boundary of which it is determined or estimated that groundwater will take 30 days to reach a pumping well.
- (9) *Well Field*. A piece of land used primarily for the purpose of locating wells to supply a municipal water system.
- (10) *Well*. A boring into the earth for the purpose of extracting groundwater for supply to the municipal water supply.
- (11) *Zone of Saturation*. The area of unconsolidated, fractured or porous material that is saturated with water and constitutes groundwater.

17.40.04 GROUNDWATER TECHNICAL REVIEW COMMITTEE.

- (1) The Germantown Groundwater Technical Review Committee shall consist of all of the following:
 - (a) The Village Planner/Zoning Administrator.
 - (b) The Village Public Works Director.
 - (c) The Village Engineer
 - (d) The Fire Chief.
 - (e) The Superintendent of the Water Utility.
- (2) The purpose of the Germantown Groundwater Technical Review Committee is to provide objective and scientific technical review of requests for conditional use permits and make recommendations to the Plan Commission and ultimately to the Village Board to grant or deny conditional use permits based upon the facts discovered in that review, to make recommendations on any and all conditions placed on a conditional use permit, and to give advice on matters concerning groundwater.
- (3) Professional Services. The Village may retain the services of professional consultants (including engineer, environmental specialist, hydrologist, and other experts) to assist the Village in the Village's review of a proposal or submittal coming before the Germantown Water Technical Review Committee. The submittal of a proposal by a petitioner shall be construed as an agreement to pay for such professional review services applicable to the proposal. The Village may apply the charges for these services to the petitioner along with an administrative fee. Review fees which are applied to the petitioner, but which are not paid, may be assigned by the Village as a special assessment to the subject property.

17.40.05 GROUNDWATER PROTECTION OVERLAY DISTRICT. A Groundwater Protection Overlay District may be created to institute land use regulations and restrictions within a defined area which contributes water directly to a municipal water supply and thus promotes public health, safety, and welfare. The district is intended to protect the groundwater recharge area for the existing or future municipal water supply from contamination.

17.40.06 SUPREMACY OF THIS DISTRICT. The regulations of an overlay district will apply in addition to all other regulations which occupy the same geographic area. The provisions of any zoning districts that underlay this overlay district will apply except when provisions of the Groundwater Protection Overlay District are more stringent.

17.40.07 GROUNDWATER PROTECTION OVERLAY DISTRICTS BOUNDARIES. The boundaries of the Groundwater Protection Overlay Districts are referenced as being part of the

Germantown zoning map being an overlay district to the zoning map. The locations and boundaries of the zoning districts established by this ordinance are set forth on the Village of Germantown Municipal Wellhead Protection Areas Map which is incorporated herein and hereby made a part of this ordinance. Said map, together with everything shown thereon and all amendments thereto, shall be as much a part of this ordinance as though fully set forth and described herein.

17.40.08 PERMITTED USES.

- (1) Subject to the conditions for existing uses listed in subsection 17.40.12 the following are the only permitted uses within the groundwater protection overlay district.
 - (a) Public and private parks, and playgrounds provided there are no on-site wastewater disposal systems or holding tanks.
 - (b) Wildlife and natural and woodland areas.
 - (c) Biking, hiking, skiing, nature, equestrian and fitness trails.
 - (d) Residential which is municipally sewered and free of flammable and combustible liquid underground storage tanks.
 - (e) Agricultural uses in accordance with the county soil conservation department's best management practices guidelines.
 - (f) Single-family residences on a minimum lot of 20,000 square feet with a private on-site sewage treatment system receiving less than 8,000 gallons per day, which meets the County and State health standards for the effluent, and free of flammable or combustible liquid underground storage tanks.
 - (g) Commercial, institutional, industrial or office establishments which are municipally sewered subject to the prohibited and conditional uses listed in subsections 17.40.10 and 17.40.11.

17.40.09 SEPARATION DISTANCE REQUIREMENTS.

- (1) The following separation distances as specified in § NR 811.16(4)(d), Wis. Adm. Code, shall be maintained. Measurements shall be from the well head to the specified structure, facility, edge of landfill or storage area as described in items (a) through (f) below.
 - (a) Fifty feet between a public water supply well and a stormwater sewer main or any sanitary sewer main constructed of water main materials and joints which is pressure tested in place to meet current AWWA 600 specifications. NOTE: Current AWWA 600 specifications are available for inspection at the office of the Wisconsin Department of Natural Resources, the Secretary of State's office and the office of the Revisor of Statutes.
 - (b) Two hundred feet between a public water supply well and any sanitary sewer main not meeting the above specifications, any sanitary sewer lift station or single-family residential fuel oil tank.
 - (c) Four hundred feet between a public water supply well and a septic system receiving less than 8,000 gallons per day, or a stormwater detention, retention, infiltration or drainage basin.
 - (d) Six hundred feet between a well and any gasoline or fuel oil storage tank installation that has received written approval from the Wisconsin Department of Commerce (hereafter Commerce) or its designated agent under § COMM 10.10, Wis. Adm. Code.
 - (e) One thousand feet between a well and land application of municipal, commercial or industrial waste; industrial, commercial or municipal waste water lagoons or storage structures; manure stacks or storage structures; and septic tanks or soil adsorption units receiving 8,000 gallons per day or more.
 - (f) Twelve hundred feet between a well and any solid waste storage, transportation, transfer, incineration, air curtain destructor, processing, wood burning, one-time disposal or small demolition facility; sanitary landfill; coal storage area; salt or deicing material storage area;

gasoline or fuel oil storage tanks that have not received written approval from Commerce or its designated agent under § COMM 10.10, Wis. Adm. Code; bulk fuel storage facilities; and pesticide or fertilizer handling or storage facilities.

17.40.10

PROHIBITED USES.

- (1) The following uses are prohibited:
 - (a) Buried hydrocarbon, petroleum or hazardous chemical storage tanks. (Hazardous chemicals are identified by OSHA criteria under 40 CFR Part 370.)
 - (b) Radioactive waste facilities.
 - (c) Coal storage.
 - (d) Industrial lagoons, pits or natural or manmade containment structures, primarily of earthen materials used for storage or treatment of wastewater, fermentation leachates or sludge.
 - (e) Landfills and any other solid waste facility, except post-consumer recycling.
 - (f) Manure and animal waste storage except animal waste storage facilities regulated by the County.
 - (g) Pesticide and fertilizer dealer.
 - (h) Railroad yards and maintenance stations.
 - (i) Rendering plants and slaughterhouses.
 - (j) Salt or deicing material storage for the purpose of distribution.
 - (k) Septage or sludge spreading.
 - (l) Septage, wastewater, or sewage lagoons.
 - (m) Motor vehicular filling stations.
 - (n) Wood preserving operations.

17.40.11

CONDITIONAL USES.

- (1) Any person may request a conditional use permit for certain uses, activities and structures within the Groundwater Protection Overlay District not prohibited in subsection 17.40.10.
- (2) The uses, activities, and structures that may be conditionally allowed are:
 - (a) Jewelry plating and metal plating.
 - (b) Machine or metal working shops as the principal business.
 - (c) Commercial, institutional, or office establishments utilizing a private on-site wastewater treatment system.
 - (d) Cemeteries.
 - (e) Chemical manufacturers (Standard Industrial Classification Major Group 28).
 - (f) Dry cleaners.
 - (g) Nonmetallic earthen materials extraction or sand and gravel pits.
 - (h) Salvage or junk yards.
 - (i) Stockyards and feedlots.
 - (j) Research labs, universities and hospitals.
 - (k) Exposed hydrocarbon, petroleum or hazardous chemical storage tanks. (Hazardous chemicals are identified by OSHA criteria under 40 CFR Part 370.) This shall not apply to residential LP gas tanks which are permitted under subsection 17.40.08(1)(i).

- (l) Storage or processing of extremely hazardous substances, radioactive materials or substances listed in Table 1, Ch. NR 140, Wis. Adm. Code (Extremely hazardous substances are identified by SARA/EPCRA criteria under 40 CFR Parts 302 and 355.)
 - (m) Septage or sludge storage or treatment
 - (n) Motor vehicular service stations, repair, renovation and body working.
- (3) All requests for a conditional use permit shall be submitted in writing to the Germantown Village Planning and Zoning Department, and shall include all of the following:
- (a) A site plan map with all building and structure footprints, driveways, sidewalks, parking lots, stormwater management structures, groundwater monitoring wells, and 2-foot ground elevation contours.
 - (b) A business plan and/or other documentation which describes in detail the use, activities, and structures proposed.
 - (c) An environmental assessment report prepared by a licensed environmental engineer which details the risk to, and potential impact of, the proposed use, activities, and structures on groundwater quality.
 - (d) An operational safety plan, which details the operational procedures for material processes and containment, best management practices, stormwater runoff management, and groundwater monitoring.
 - (e) A contingency plan which addresses in detail the actions that will be taken should a contamination event caused by the proposed use, activities, or structures occur.
- (4) All applicants submitting a request for a conditional use permit shall reimburse the Village for all consultant fees and expenses and technical review committee expenses associated with this review, plus administrative costs and processing fees.
- (5) All conditional use permits granted shall be subject to conditions that will include environmental and safety monitoring determined necessary to afford adequate protection of the public water supply. These conditions shall include all of the following:
- (a) Provide current copies of all federal, state and local facility operation approval or certificates and on-going environmental monitoring results to the Village.
 - (b) Establish environmental or safety structures/monitoring to include an operational safety plan, material processes and containment, operations monitoring, best management practices, stormwater runoff management, and groundwater monitoring.
 - (c) Replace equipment or expand in a manner that improves the environmental and safety technologies in existence.
 - (d) Prepare, file and maintain a current contingency plan which details the response to any emergency which occurs at the facility, including notifying municipal, county and state officials. Provide a current copy to the Village.
- (6) The Germantown Village Board shall decide upon a request for a conditional use permit only after full consideration of the recommendations made by the Germantown Groundwater Technical Review Committee. Any conditions above and beyond those specified in conditional uses, subsection (5) herein that are recommended by the Germantown Groundwater Technical Review Committee may be applied to the granting of the conditional use permit.

17.40.12 **REQUIREMENTS FOR EXISTING FACILITIES REQUIRING A CONDITIONAL USE OR LISTED AS A PROHIBITED USE.** Existing facilities within the Groundwater Protection Overlay District at the time of enactment of such district which require a conditional use or are listed as a prohibited use in subsection 17.40.11 or subsection 17.40.10 all of which are incorporated herein as if fully set forth.

- (1) The owners or operators of such facilities as above which exist within the district at the time of enactment shall, within 45 days of enactment, provide copies of all current, and within 30 days of receipt, revised or new Federal, State and local facility operation approvals, permits or certificates; operational safety plan and on-going environmental monitoring results to the Village.
- (2) The owners or operators of such facilities as above which exist within the district at the time of enactment of a district shall have the responsibility of devising, filing and maintaining, with the Village, a current contingency plan which details how they intend to respond to any emergency which may cause or threaten to cause environmental pollution that occurs at their facility, including notifying municipal, county and state officials.
- (3) In the event of casualty loss causing damage or destruction to building improvements exceeding 50% of the assessed valuation thereof, or the desire to expand or enlarge building improvements, the cost of which will reasonably be anticipated to exceed 50% of the assessed valuation thereof, the owners or operators of such facilities shall be granted a conditional use permit, in accordance with this Code, and subsection 17.40.11 above, to repair, rebuild, or expand such facilities, provided that the conditions imposed shall generally require that:
 - (a) To the extent feasible, based upon scientific, engineering and economic factors, the building improvements shall be repaired, restored or rebuilt employing designs and technologies which are state of the art, such that they diminish the potential for wellhead contamination, and
 - (b) To the extent feasible, based upon scientific, engineering, and economic factors, the replacement or augmentation of equipment and machinery and the installation thereof, which diminishes potential for wellhead contamination. This section does not apply to normal maintenance or minor repairs.

17.40.13 **CHANGING TECHNOLOGY.**

- (1) The uses prohibited by this district are prohibited based upon the combined pollution experience of many individual uses, and the technology generally employed by a particular use considered to be of a high risk for pollution to the groundwater resource. As the technology of other uses change to low or non-risk materials or methods, upon petition from such use, after conferring with the Groundwater Technical Review Committee or other expert opinion, and after appropriate public notice and hearing, the Village through appropriate procedures and actions to change these provisions of the Germantown Municipal Code may remove from the designated prohibited uses such uses as are demonstrated convincingly that they no longer pose a groundwater pollution hazard.
- (2) In dealing with uses which attempt to become permissible, under the terms of this district, by continuing to utilize pollutant materials but altering their processing, storage and handling, it is not the intention to accept alternate or reduced hazards as the basis for making a use permissible. It is the intention to continue a prohibition on such uses until the technology of the use removes reliance upon the pollutant materials or processes deemed to be a groundwater hazard.

17.40.14 **ENFORCEMENT AND PENALTY.**

- (1) *Penalty.* Any person who violates, neglects or refuses to comply with any of the provisions of this ordinance shall be subject to a penalty as provided in [section 17.40](#) of this Municipal Code.
- (2) *Injunction.* The Village of Germantown may, in addition to any other remedy, seek injunction or restraining order against the party alleged to have violated the provisions herein, the cost of which shall be charged to the defendant in such action.
- (3) *Cleanup Costs.* As a substitute for, and in addition to any other action, the Village of Germantown may commence legal action against both the person who releases the contaminants and the owner of the facility whereupon the contaminants were released to recover the costs, together with the costs of prosecution. Any person who causes the release of any contaminants which may endanger or contaminate the municipal water supply system associated with a Groundwater Protection Overlay District shall immediately cease such discharge and immediately initiate

cleanup satisfactory to the Village of Germantown and the other State and Federal regulatory agencies.

The person who releases such contaminants and the person who owns the facility whereon the contaminants have been released shall be jointly and severally responsible for the cost of cleanup, consultant, or other contractor fees, including all administrative costs for oversight, review and documentation, including the Village employees, equipment, and mileage.

17.40.15 CONFLICT, INTERPRETATION AND SEVERABILITY.

- (1) *Conflict and Interpretation of Provisions.* If the provisions of the different chapters of this Code conflict with or contravene each other, the provisions of each chapter shall prevail as to all matters and questions arising out of the subject matter of such chapter. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum and are not deemed a limitation or repeal of any other power granted by Wisconsin Statutes. Where any terms or requirements of this ordinance may be inconsistent or conflicting, the most restrictive requirements or interpretations shall apply.
- (2) *Severability of Code Provisions.* If any section, subsection, sentence, clause or phrase of the Code is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase or portion thereof. The Village Council hereby declares that they would have passed this Code and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

17.41 RESIDENTIAL ACCESSORY USE, BUILDING AND STRUCTURE RESTRICTIONS.

- (1) **SIZE AND NUMBER LIMITATIONS.** (Rep. & Recr. Ord. #19-93; Rep. & Recr. Ord. #8-96; Am. Ord. #12-08; Am. Ord. #22-12)
 - (a) In the single-family and 2-family zoning districts (Rs-1 through Rs-7 and Rd-2), each residential dwelling shall be constructed to include an attached garage and/or a detached garage (i.e., detached accessory building). Where a dwelling contains a single attached garage, subject to the maximum lot coverage, building height, building setback or other applicable allowances and limitations, there is no specific size (area) limit for said attached garage. A dwelling within the Rs-1 or Rs-2 District may include a second attached garage provided that such garage complies with the area standards in subsection (b), and, obtains site plan approval from the Plan Commission.
 - (b) The maximum size of a second attached garage and the maximum size and number of detached garages and accessory buildings allowed per lot or parcel in each residential zoning district shall be as set forth in Table 1 below.

TABLE 1

Zoning District	Attached Garages		Detached Accessory Building	
	Max. Number	Max. Floor Area ⁽⁵⁾ (sqft)	Max. Number	Maximum Floor Area ⁽⁵⁾ (sqft) (cumulative total for all accessory buildings)

				Attached Garage Included	Attached Garage NOT Included
Rs-1	2; Second requires site plan approval	No limit on first; second may not exceed 1% of lot area or 192 sqft ⁽¹⁾⁽²⁾	2; except that only one is allowed if there is more than one attached garage	1% of lot area or 192 sqft ⁽²⁾	1% of lot area or 864 sqft ⁽⁴⁾
Rs-2	2; Second requires site plan approval	No limit on first; second may not exceed 1% of lot area or 192 sqft ⁽¹⁾⁽²⁾	2; except that only one is allowed if there is more than one attached garage	1% of lot area or 192 sqft ⁽²⁾	1% of lot area or 864 sqft ⁽⁴⁾
Rs-3	1	No limit ⁽¹⁾	1	1% of lot area or 192 sqft ⁽²⁾	1% of lot area or 864 sqft ⁽⁴⁾
Rs-4	1	No limit ⁽¹⁾	1	1% of lot area or 192 sqft ⁽²⁾	1% of lot area or 864 sqft ⁽⁴⁾
Rs-5	1	No limit ⁽¹⁾	1	1% of lot area or 192 sqft ⁽²⁾	1% of lot area or 864 sqft ⁽⁴⁾
Rs-6	1	No limit ⁽¹⁾	1	1% of lot area or 192 sqft ⁽²⁾	1% of lot area or 864 sqft ⁽⁴⁾
Rs-7	1	No limit ⁽¹⁾	1	1% of lot area or 192 sqft ⁽²⁾	1% of lot area or 864 sqft ⁽⁴⁾
Rd-2	2	No limit ⁽¹⁾	2	1% of lot area or 192 sqft ⁽²⁾⁽³⁾	1% of lot area or 864 sqft ⁽⁴⁾

Notes:

1. Subject to the maximum lot coverage, building height, building setback or other applicable allowances and limitations, there is no maximum size (area) for an attached garage.
2. If an existing dwelling unit includes an attached garage, then the maximum floor area allowed for all detached accessory buildings (cumulative total per lot or parcel) is 1% of the net lot or parcel area (in square feet) or 192 square feet, whichever is greater.
3. The 1 percent maximum floor area allowance applies to each dwelling unit on a lot or parcel in the Rd-2 2-family zoning district.
4. Many residential lots in the older established areas of the Village do not have (or may not be capable of having) an attached garage due to lot width, building setback, septic system location, or other limitations associated with substandard lots. In these cases, the maximum floor area allowed for all detached accessory buildings (cumulative total per lot or parcel) is 1% of the net lot or parcel area (in square feet) or 864 square feet, whichever is greater.
5. The calculation of "maximum floor area" for detached accessory building shall include:
 - a. All floor area (including second or higher floors) where the ceiling height above the floor is 6 feet or higher; and
 - b. If in the Rs-1 or Rs-2 District, any additional area under cover by an overhang that is greater than 2 feet from the exterior wall on three sides of a building, plus the area under cover by an overhang that is greater than 6 feet on the remaining side(s).

(c.) The number, type, architecture and materials for all accessory buildings and structures in business and industrial zoning districts are subject to Site Plan review and approval by the Plan Commission.

- (2) **HEIGHT LIMITATION.** (Am. Ord. #8-96; Am. Ord. #42-99; Am. Ord. #15-07) Except in the Rs-1 and Rs-2 Zoning Districts, no detached accessory structure located in any single-family or 2-family residential district shall exceed 15 feet in height, except the total height of the structure may be increased to a maximum of 25 feet or the height of the principal dwelling unit on the property, whichever is less. In the Rs-1 and Rs-2 Zoning Districts, the maximum accessory building height is 25 feet.
- (3) **LOCATION REQUIREMENTS.** (Cr. Ord. #42-95) Except for accessory buildings located in the rear yard, all accessory buildings and attached garages shall be subject to side yard requirements of the principal building.
- (4) **DOG HOUSES.** (Cr. Ord. #44-98) Dog houses, kennels or dog runs, located in any single-family or 2-family residential district, shall have a minimum side yard and rear yard setback of 15 feet.
- (5) **SWIMMING POOLS.** (Cr. Ord. #9-10) In addition to the Building Code requirements in [section 14.09](#), swimming pools are only allowed in the side or rear yard. The nearest point of a swimming pool, including any deck, platform or stair installed or used as part of the pool, shall meet the following minimum setbacks:
 - (a) *Side Yard.* Equal to building setback in the applicable zoning district.
 - (b) *Rear Yard.* Five feet, or, for aboveground pools, a distance equal to or greater than the height of the deck above the finish yard grade, whichever is greater.
- (6) **RETAINING WALLS.** (Cr. Ord. #9-10) Retaining walls shall meet the following setbacks from all property lines:
 - (a) *Side Yard.* The minimum distance equal to or greater than the height of the retaining wall above the lowest finish yard grade.
 - (b) *Rear Yard.* The minimum distance equal to or greater than the height of the retaining wall above the lowest finish yard grade.

(7) OUTDOOR ACTIVITY ACCESSORY STRUCTURES. Arbors, pergolas, gazebos, BBQ shelters, sun shade, pavilion, outdoor kitchens, and other similar outdoor structures and landscaping features used primarily for seasonal, temporary space for outdoor activities, entertainment, shade and protection from

outdoor weather (vs. the storage of vehicles, equipment, tools, toys, etc.) are considered to be accessory structures and not accessory buildings subject to the maximum number and area limitations set forth in the table above. Outdoor accessory structures shall meet all of the following requirements:

- (a) located in a side or rear yard only
- (b) meet a minimum five (5) feet setback from all property lines, dwellings and other permanent buildings or structures
- (c) must be free-standing and not attached to a dwelling, garage or other permanent building; if attached to a fence must meet all fence requirements
- (d) may have a roof or ceiling that provides protection from sun, wind or rain but cannot have enclosed sides more than 25 percent of the potential side area below the roof or ceiling and between the support structure.
- (e) Maximum height of fifteen (15) feet
- (f) Not more than three (3) outdoor accessory structures per residential property with a maximum footprint or area for all structures not to exceed 625 sqft.

17.42 CONDITIONAL USES.

- (1) **PERMITS.** The Village Board may authorize the Zoning Administrator to issue a conditional use permit for conditional uses after review and a public hearing, provided that such conditional uses and related structures are in accordance with the purpose and intent of this chapter and are found to be not hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.
- (2) **APPLICATION.** Applications for conditional use permits shall be made in duplicate to the Zoning Administrator on forms furnished by the Zoning Administrator or designated employees and shall include the following:
 - (a) Names and addresses of the applicant, owner of the site, architect, professional engineer, contractor and all opposite and abutting property owners of record within 300 feet.
 - (b) Description of the subject site by lot, block and recorded subdivision or by metes and bounds; address of the subject site; type of structure; proposed operation or use of the structure or site; number of employees; and the zoning district within which the subject site is located.
 - (c) Plat of survey prepared by a registered land surveyor showing all of the information required under [section 17.07\(5\)](#) of this chapter for a building permit as well as the following: mean and historic high water lines and floodlands on or within 40 feet of the subject premises and existing and proposed landscaping.
 - (d) Additional information as may be required by the Plan Commission, Village Engineer, Zoning Administrator or Building Inspector.
- (3) **REVIEW.** The Plan Commission shall review the site, existing and proposed structures, architectural plans, neighboring uses, parking areas, driveway locations, highway access, traffic generation and circulation, drainage, sewerage and water systems, and the proposed operation. Conditions such as landscaping, architectural design, type of construction, construction commencement and completion dates, sureties, lighting, fencing, planting screens, operational control, hours of operation, improved traffic circulation, deed restrictions, highway access restrictions, increased yards or park requirements may be recommended by the Plan Commission upon its finding that these are necessary to fulfill the purpose and intent of this chapter.
- (4) **VILLAGE BOARD ACTION.** After holding a public hearing, as provided in [section 17.53](#) of this chapter, and after careful consideration of the recommendation of the Plan Commission, the Village Board may grant the conditional use permit as applied for, grant the conditional use permit with conditions deemed appropriate by the Board, or deny the permit. Compliance with all other provisions

of this chapter such as lot width and area, yards, height, parking, loading, traffic, highway access and performance standards shall be required of all conditional uses. Variances shall only be granted as provided in [section 17.52](#) of this chapter.

- (5) **RECORDATION.** When a conditional use is approved, an appropriate record shall be made of the land use and building permits and such conditional use shall be applicable solely to the structures, use and property so described.
- (6) **PERMIT LAPSES.** (Am. Ord. #3-94; Am. Ord. #06-08)
 - (a) Except under the following conditions, if substantial construction or other activities necessary to implement a use authorized by a conditional use permit and/or the use has not commenced within 12 months from the date approval is granted by the Village Board, and, continue toward completion in accordance with the proposed/approved timeframe, or, if said construction or use has commenced but subsequently is stopped or abandoned for a period of 12 consecutive or cumulative months, the conditional use permit shall be deemed to have lapsed and all other Village permits and/or approvals granted subsequent to such conditional use permit approval shall expire and be null and void.
 - 1. An extension has been granted pursuant to [section 17.42](#)(8); or
 - 2. Different project-specific commencement and/or completion deadlines and timeframes have been established as a condition of approval in the conditional use permit.
 - (b) If a conditional use permit has lapsed and the applicant/property owner submits an application to renew a conditional use permit for the same use, the Village Board may approve the permit as was originally approved, or, may require revisions to and/or additional conditions of approval as deemed necessary.
- (7) **TERMINATION.** (Am. Ord. #9-11) In the event that a permitted conditional use subsequently does not conform to the conditions of the original permit granted, the conditional use permit shall be terminated by action of the Village Board after a public hearing and may be considered by the Board as a violation of this chapter.
- (8) **EXTENSION OF DEADLINE FOR COMMENCEMENT OR COMPLETION.** (Cr. Ord. #06-08) At its discretion, for good cause and following consideration of a written request by the applicant/property owner, the Village Board may grant one or more extensions of the deadline to commence, complete or continue the use for which a conditional use permit was granted. The duration of each extension shall be determined by the Village Board but shall not exceed 12 months.
- (9) **EXPERIENCE-BASED MODIFICATIONS.** (Cr. Ord. #9-11) Where an approved conditional use falls out of conformity with the conditions of the original approval, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to ameliorate or eliminate harmful effects associated with the conditional use but are insufficient to do so, or for similar cause based upon consideration for the public comfort, safety and welfare, the conditional use permit may be modified by the Village Board by the amendment or additions of conditions after public hearing thereon.

17.43 SITE PLAN APPROVAL REQUIREMENTS.

- (1) **PURPOSE AND INTENT.** (Am. Ord. #10-12) For purposes of promoting compatible development and ensuring adequate public facilities, no person shall obtain a building permit or commence a use of land without first obtaining site plan approval from the Village subject to subsection (9). No approval is required for any site improvements or interior or exterior building improvements or remodeling that does not substantially change the appearance, character of use or add substantial floor area (greater than 2,000 square feet). No approval is required for construction in single-family and 2-family districts.
- (2) **PRELIMINARY CONSULTATION.** Prior to the preparation and official submittal of the site plan and supporting data, the applicant shall meet with the Plan Commission and/or its staff for a preliminary

consultation. The purpose of this preliminary consultation is to have an informal discussion of the proposed project, a review of the regulations and policies applicable to the project and a discussion of the land use implications of the project.

- (3) **REQUIRED SITE PLAN INFORMATION.** The site plan shall be drawn to a scale not smaller than 30 feet to the inch, certified by a registered land surveyor, professional engineer, planner, architect or landscape architect and shall show the following:
- (a) The dimensions of the land area and lot lines included in the project and the area of the site or lot(s) included in the project.
 - (b) Existing and proposed grades based on Village datum (U.S.C.G.S.), drainage systems and structures, and topographic contours at intervals not exceeding 2 feet.
 - (c) The shape, size, location, height, floor area and the finished ground and basement floor grades of all proposed buildings and structures.
 - (d) Natural features such as wood lots, streams and lakes or ponds, existing trees of 24 inches diameter at breast height (dbh) or greater, and man-made features such as existing roads and structures, with indication as to which are to be retained and which are to be removed or altered.
 - (e) A consolidated plan showing all proposed vegetated areas, landscaped areas and trees, drainage features and pathways, and stormwater management measures (including permeable surfacing where applicable).
 - (f) Adjacent properties and their uses and zoning classification shall be identified.
 - (g) Proposed sidewalks, paths, streets, driveways, parking spaces and loading spaces showing direction of travel for one-way drives.
 - (h) The width of streets, driveways and sidewalks and the total number of parking spaces shall be shown.
 - (i) Architectural renderings and general floor plans shall be provided for all new buildings. These drawings and plans should show sufficient detail to indicate the architectural design of the proposed building, but all design details are not required at this stage.
 - (j) A lighting plan describing fixtures and designating placement.
 - (k) The size and location of all existing and proposed public and private utilities.
 - (l) A vicinity sketch showing the location of the site in relation to the surrounding street system.
 - (m) The name, address and telephone number of the owner, developer and designer.
 - (n) The anticipated resident population contained within the project or the number of employees anticipated to determine the impact on public utilities, including estimates of average daily quantities of water usage, wastewater discharge and strengths and cooling water volumes, if any.
 - (o) The location of proposed snow storage areas. Unless specifically approved by the Plan Commission upon recommendation of the Village Engineer, snow storage areas may not be located within a bioretention area or immediately adjacent to a surface water or wetland.
 - (o) Any other information necessary to establish compliance with this chapter and chapter 14 of this Code.
- (4) **OFFICIAL SUBMITTALS REQUIRED.** Ten copies of the site plan, accompanied by a dated letter of submittal requesting action, shall be submitted to the Plan Commission for its review and action. The site plans shall be submitted to the Plan Commission at least 10 days prior to the Plan Commission meeting at which the site plan will be considered for approval unless an extension of time is mutually agreed upon.
- (5) **LANDSCAPE REQUIREMENTS AND PLAN REVIEW.** (Rep. & Recr. Ord. #32-02)

- (a) In the development of new subdivisions, commercial property, industrial, elderly housing, multifamily and institutional properties, the Village Forester and/or Village Plan Commission will review landscape plans provided by the developer and shall require that street trees be planted, or payment in lieu of planting (to be made in an amount to be determined by the Village Forester per tree), for any of the streets, parking lots, outlots, parks and other public places contained within or abutting lands henceforth developed and/or subdivided.

The developer will submit a tree removal plan that shows exact trees proposed to be removed in the new development, and such removals shall be subject to approval of the Forester and/or the Plan Commission. The developer will also provide a plan specifying methods of protecting trees not listed for removal.

- (b) All developments subject to this section shall be required to comply with minimum landscaping standards, as follows:

1. *Residential Development.*

- i. All yards sodded or seeded on at least 4 inches of topsoil. Rain gardens as defined in this Chapter may be incorporated into lawn areas where planned and designed to receive drainage or runoff.
- ii. Two trees and/or shrubs per dwelling unit. Trees shall be a minimum of 1½ inches in diameter at breast height and shrubs shall be a minimum of 3 years old, with placement according to the plan approved under subsection (a) above.
- iii. The incorporation of vegetative stormwater control measures into landscaped areas is encouraged.

2. *Nonresidential Development.*

- i. All yards sodded or seeded on at least 4 inches of topsoil. Rain gardens as defined in this Chapter may be incorporated into lawn areas where planned and designed to receive drainage or runoff.
- ii. Trees and shrubbery appropriate for the development, and according to the plan approved under subsection (a) above. The incorporation of amended soil areas, stormwater trees, and other vegetative stormwater control measures into landscaping plans is encouraged.

- (c) *Parking Lot Landscaping.*

1. Landscaping shall be provided on the perimeter and within the interior of all parking areas to provide screening, canopy cover, and stormwater treatment and management. The integration of vegetated stormwater management measures with parking lot landscaping is strongly encouraged. All landscaped areas shall be mulched or seeded in keeping with the overall landscaping plan. The Village may maintain a list of accepted species of trees and landscaping materials, including plants and trees suitable for use in vegetated stormwater management measures.
2. In parking lots, at least 5% of the interior parking area shall be landscaped with plantings, and one tree of a minimum 2-inch caliper, for each 10 spaces, all as shall be submitted and approved as part of the plan provided for herein above. Planting required within the parking lot shall be in addition to, and not in lieu of, other planting requirements, such as for street trees. The planting plan may be varied to accommodate the design of vegetated stormwater control measures, so long as the total number of required trees is met within the overall parking area. The use of deciduous trees (which may function as stormwater trees, as defined in this Chapter) is encouraged to provide canopy shading within parking areas. Each interior landscaped area shall be a minimum of 75 SF in size.
3. Parking lot street frontage screening and perimeter screening areas shall be a minimum of 5 feet wide.

4. Parking lot landscaping shall be located in protected areas protected by curbing or wheel stops, with breaks to allow stormwater inflow into vegetated stormwater management measures, such as along walkways, in center islands, at the ends of bays, or between parking stalls. All landscaping in parking areas and on the street frontage shall be placed so that it will not obstruct sight lines and distances.
 5. A combination of fencing, decorative walls, and vegetation shall be used in perimeter landscaping areas to screen parking areas from adjacent properties. Screening features such as fencing or evergreens shall be sited away from the edge of the parking area in order to accommodate vegetated stormwater management measures.
 4. ~~A mixture of hardy flowering and/or decorative evergreen and deciduous trees which shall be selected by the developer from an approved list of types and species of plantings and trees to be provided by the Village, shall be planted. Evergreens shall be used along the perimeter of the lot for screening from adjacent properties, and the deciduous trees for shade within the lot. Areas between trees shall be mulched or planted with shrubs or ground cover. Any landscaped area that will be under the overhang of vehicles shall be mulched or covered with decorative paving material.~~
 6. Existing trees, shrubs and other natural vegetation within the parking area may be included in the required minimum landscape area, provided such vegetation is incorporated into the overall landscape plan for the parking area and suitably protected from damage by vehicles.
- (d) Notwithstanding the foregoing, this subsection shall not apply to development of lands and infrastructure by the Village in tax incremental financing districts. In such developments, the tax incremental financing district project plan shall be controlling.
 - (6) **DEVELOPERS AGREEMENT.** The Plan Commission may require a bond, letter of credit or a consent and waiver for special assessments, together with a signed developers agreement, in order to assure completion of the improvements provided for in the proposed site plan.
 - (7) **REVIEW PROCEDURE.** Upon receipt of the site plan, the Plan Commission shall review it to determine whether it is in proper form, contains all of the required information, shows compliance with this and other ordinances and plans of the Village, and demonstrates the adequacy of utility services. Upon demand by the applicant of the site plan, the Plan Commission shall, within 30 days of its initial submittal, approve it, conditionally approve it or deny approval. Denial of approval shall be limited to any defect in form or required information, or any violation of any provision of this chapter or any ordinance, or the inadequacy of any utility. The Plan Commission's action shall be issued in writing by the Plan Commission Secretary stating, in detail, the reasons for the Plan Commission's actions.
 - (8) **APPEAL.** The applicant may appeal any denial to the Board of Zoning Appeals.
 - (9) **SITE PLAN REVISIONS.** (Am. Ord. #10-12) Any proposed site improvement or any interior or exterior building improvement to an existing building or developed property that received site plan approval from the Village in the past (except one- and 2-family residential dwellings) must be reviewed and approved by the Village prior to issuance of a building or zoning permit. Minor improvements may be approved by the Zoning Administrator with a zoning permit unless the Zoning Administrator determines that a proposed improvement would substantially change the appearance, change the characteristics of the use or integrity of the site or building, add substantial floor area, or otherwise require Plan Commission review and approval. Major improvements (as determined by the Zoning Administrator) shall be reviewed and approved by the Plan Commission.
 - (10) **FEES.** Prior to site plan approval, the applicant for a site plan shall pay all professional fees incurred by the Village for review of a site plan by the Village Planner, the Village Attorney or the Engineering Department staff.
 - (11) **LAPSE OF SITE PLAN APPROVAL; FAILURE TO COMMENCE CONSTRUCTION AND CONTINUE TOWARD COMPLETION.** (Am. Ord. #22-07)
 - (a) Except under the following conditions, if construction or other activities necessary to complete a development project and/or land use have not commenced within 12 months from the date site

plan approval has been granted and continue toward completion in accordance with the proposed/approved timeframe, or, said construction or other activities have commenced but subsequently are stopped or abandoned for a period of 12 consecutive or cumulative months, site plan approval shall be deemed to have lapsed and all Village permits and/or approvals granted subsequent to such site plan approval shall expire and be null and void.

1. An extension has been granted pursuant to subsection (11a); or
2. Different project-specific commencement and/or completion deadlines have been established as a condition of approval in the site plan approval, in a conditional use permit, or in a PDD condition and restrictions resolution adopted by the Village Board (including but not limited to phased development).

- (b) If construction or other activities necessary to complete a development project and/or land use have not been completed within 2 years from the date site plan approval was granted or other deadlines established pursuant to the conditions under subsections (a)1. and 2. above, the site plan approval shall be deemed to have lapsed and there shall be no further development or construction unless and until a reapplication for the same or revised site plan has been re-approved by the Plan Commission.
- (c) If a site plan approval has lapsed and buildings or other improvements that are part of the development project for which said site plan approval was granted, the Plan Commission may require such buildings and/or improvements to be removed and the site restored to predevelopment conditions.
- (d) If a site plan approval has lapsed and the applicant/property owner has submitted a subsequent application for site plan approval, the Plan Commission may approve the site plan as was originally approved, or, may require revisions or other conditions of approval as deemed necessary. Applications for site plans for which a previous approval has lapsed will be subject to all applicable application fees.

(11a) **EXTENSION OF DEADLINE FOR CONSTRUCTION COMPLETION.** (Cr. Ord. #22-07) At its discretion, for good cause and following consideration of a written request submitted by the applicant/property owner to the Village prior to expiration of the previous deadline, the Plan Commission (and Village Board in the case of projects being developed in a PDD) may grant one or more extensions of the deadline to complete the project for which site plan approval was granted. The duration of each extension shall be determined by the Plan Commission (or Village Board in the case of PDD projects) but shall not exceed 12 months. A deadline extension request that is received prior to expiration of the current deadline will not be subject to any applicable application fees. Requests received after expiration of the current deadline will be subject to applicable application fees.

(12) **CERTIFICATE OF OCCUPANCY.**

- (a) *Required.* No certificate of occupancy shall be granted until all improvements shown on an approved site plan have been completed in accordance therewith.
- (b) *Exceptions.* Upon a finding by the Zoning Administrator that certain improvements cannot be completed due to seasonal or other factors beyond the control of the developer and that temporary occupancy prior to completion will involve no health or safety hazard, the Zoning Administrator may issue a temporary certificate of occupancy bearing an expiration date, which date shall allow reasonable time for completion of all required improvements prior to the date of expiration of the temporary certificate of occupancy. No temporary certificate of occupancy shall be granted for a period longer than one year. No permanent certificate of occupancy shall be issued by the Zoning Administrator until all required improvements are completed.

17.44 RESERVED.

Editor's note—

Section V of Ord. No. 17-09, adopted July 20, 2009, repealed [§17.44](#), which pertained to erosion control. The user is directed to Ch. 29 for similar provisions.

17.441 PROTECTION OF TOPSOIL RESOURCE. (Cr. Ord. #19-00)

It is intended that native topsoil be treated as a natural resource of the Village of Germantown, and that to the extent possible it remain in its native location, it remain stable and protected from erosion, that it remain available for developers and lot owners, and that its transport off site in cases of development and land disturbing activity, be eliminated or minimized.

- (1) The mining of topsoil in the Village of Germantown shall be prohibited, except has hereinafter provided.
- (2) When any land disturbing activity is conducted, topsoil shall be stockpiled on site for eventual redistribution and regrading on the site after completion of the land disturbing activity and/or construction. Stockpiled topsoil shall be protected against erosion and run off in accordance with best management practices.
- (3) Every developed site, parcel, or lot shall have not less than 4 inches of topsoil on all landscaped areas.
- (4) In case of developments, the size, natural site features or topography of which render it infeasible or impractical to redistribute and regrade all native top soil on the site after development, the developer may apply for and be issued a special permit to remove topsoil from the site. Such application must be accompanied by supporting engineering data as shall permit the requisite determination of infeasibility or impracticality. Application for such permit shall be made to the office of the Building Inspector upon forms prescribed for such purpose, and shall be accompanied by such administrative permit fee as shall be established from time to time.
 - (a) If redistribution of on-site topsoil should result in a depth in excess of 12 inches the owner or developer may apply for a special exemption permit through the Public Works Committee, said special exemption permit may be granted if the following conditions are met:
 1. Twelve inches of topsoil must be redistributed on all pervious areas of the proposed site not exempt from construction activity.
 2. An as-built must be provided by an outside firm employed by the owner certifying the proper topsoil depth has been achieved.
- (5) The incidental removal of topsoil in the pursuit of a bona fide commercial or agricultural use, such as the commercial harvesting of sod, shall be exempt from the regulations of this ordinance.
- (6) **INSPECTION.** The Building Inspector shall inspect the site as often as deemed necessary for the enforcement of this section.
- (7) **ENFORCEMENT.**
 - (a) *Stop-Work Order.* The Building Inspector may post a stop-work order if:
 1. Any topsoil mining activity requiring a permit under this section is undertaken without a permit; or
 2. The topsoil removal plan is not being implemented in a good faith manner; or
 3. The conditions of the permit are not being met.
 - (b) *Permit Revocation.* If, within 10 days of the issuance of a stop-work order, any permittee does not cease the activity or comply with the topsoil removal plan, the Building Inspector may revoke the permit.
 - (c) *Cease and Desist Order.* In the event any person without a permit fails to obey a stop-work order or obtain a permit within 10 days, the Building Inspector may request the Village Attorney to obtain a cease and desist order.

- (d) *Special Charge.* Ten days after posting a stop-work order, the Building Inspector may issue a notice of intent to the permittee or landowner or land user of his intent to perform work necessary to comply with this section. The Building Inspector may go on the land and commence the work after 14 days from issuing the notice of intent. The costs of the work performed by the Building Inspector shall be billed to the permittee or the landowner. In the event the permittee or landowner fails to pay the amount due, the Village Clerk shall enter the amount due on the tax rolls and collect as a special charge against the property, pursuant to §66.60(16), Wis. Stats.
- (8) **APPEALS.** Any person aggrieved by the grant or denial of a permit or any order issued by the Building Inspector may appeal to the Board of Zoning Appeals, pursuant to [section 17.52](#) of this chapter.

17.45 TRAFFIC, PARKING, LOADING AND ACCESS.

- (1) **PARKING REQUIREMENTS.** In all districts and in connection with every use, there shall be provided at the time any use or building is erected, enlarged, extended or increased, off-street parking stalls for all vehicles in accordance with the following:
- (a) The size of each parking space shall be not less than **180 9 feet wide and 162 square** feet exclusive of the space required for ingress and egress.
- (b) Unless authorized pursuant to [section 17.45\(5\)](#) below, the location of any off-street parking area shall be on the same lot or parcel (i.e., "on-site") as the principal use and no parking stall or driveway, except in residential districts, shall be closer than 50 feet to a residential district lot line; except churches, in which case the distance shall be no closer than 20 feet to a residential district lot line. Berming, **fencing or other screening** may be required with possible landscaping, as determined by the Plan Commission. (Am. Ord. #1-02; Am. Ord. #9-10)
- (c) All open off-street parking areas except parking spaces accessory to single-family and 2-family dwellings shall be surfaced with a **durable, dust-free hard surface** bituminous or concrete pavement in accordance with the Village standards and specifications. **The Plan Commission may waive this requirement for parking areas on property in the business, industrial and agricultural zoning districts that are used primarily for storage and not used for parking by customers or the general public.** Such parking areas shall be graded **and installed so as to drain or infiltrate** dispose of all surface waters and no significant surface waters shall be allowed to drain across public sidewalks. Such parking areas shall be so arranged and marked to provide for orderly and safe parking and storage of vehicles, and shall be so improved with wheel stops or bumper guards to prevent encroachment into adjacent lots or public ways. All public off street parking areas which are created or redesigned and rebuilt subsequent to the adoption of this section **shall include perimeter and interior landscaped areas meeting the standards and dimensional requirements set forth in Section 17.43(5) above.** be provided with accessory landscape areas totaling not less than 5% of the surfaced parking area. The minimum size of each landscape area shall be not less than 75 square feet. Each such parking area shall be bounded by a greenbelt of at least 8 feet in width between the parking area and all property boundaries. The location of landscape areas and plant materials and the protection afforded the plantings, including curbing and provision for maintenance, shall be subject to approval by the Plan Commission. All plans for such proposed parking areas shall include a topographic survey showing the grade and location of improvements. **Existing trees, shrubs and other natural vegetation in the parking area may be included in the required minimum landscape area.** All of the requirements of this paragraph, including surfacing, shall be completed within one year after the occupancy permit is issued.
- (d) The following guide shall be used in the provision of parking spaces **subject to the inclusion of any off-site and shared parking alternatives provided herein. The actual number of required parking spaces will be determined by the Plan Commission:** (Renum. 3/01 jw)

Use	Minimum Parking Required

Commented [BL1]: Only a recommendation, but required to meet parking space dimension barrier requirements

Commented [BL2]: This addresses last 2 parking related GI barriers

Commented [BL3]: Table needs updating to remove barrier regarding ULI ratios

Commented [BL4R3]: Village will clarify that table is a guide and not a minimum.

1.	Automobile repair garages and service garages	1 space for each regular employee plus 1 space for each 500 250 -sq. ft. of <u>gross leasable</u> floor area used for repair work.
2.	Bowling alleys	3 spaces for each alley.
3.	Churches, theaters, auditoriums, community centers, vocational and night schools, and other places of public assembly	1 space for each 3 seats.
4.	Colleges, secondary schools and elementary schools	1 space for each 2 employees plus 1 space for each 5 students of 16 years of age or over.
5.	Financial institutions; business, government and professional offices	1 space for each 275 200 -sq. ft. of <u>gross leasable</u> floor area, plus 1 space for each 2 employees.
6.	Funeral homes	20 spaces for each viewing room
7.	Convenience stores and Fuel stations	3 spaces for each indoor stall or similar facility plus 1 space for each attendant.
8.	Hospitals, sanatorium, institutions, rest and nursing homes	1 space for each 3 beds plus 1 space for each 3 employees plus 1 space for each physician.
9.	Lodges and clubs	1 space for each 5 members.
10.	<u>Light Industrial</u> , Manufacturing and processing plants (including meat and food processing plants), laboratories and warehouses	1 space for each 500 sq. ft. of principal building area (see exclusions provided in section 17.08(34) of this chapter).
11.	Medical and dental	1 space for each 200 sqft of gross leasable floor area 7 spaces for each doctor.
12.	Motels and hotels	1 space for each guest room plus 1 space for each 2 employees.
13.	Motor vehicle sales (new and used)	1 space for each 500 sq. ft. of <u>gross leasable</u> floor area used plus 300 sq. ft. of outdoor display area for each

		motor vehicle to be displayed. (This requirement does not include service garages. See subpar. 1., above.)
14.	Restaurants, bars, places of entertainment (Am. Ord. #33-98)	1 space for each 150 sq. ft. of gross leasable floor area plus 1 space for each 2 employees.
15.	Repair shops, retail commercial and other retail service stores (Cr. Ord. #33-98)	1 space for each 200 sq. ft. of gross leasable floor area plus one space for each 2 employees.
16.	Retirement homes, orphanages, convents, and monasteries	1 space per 1,000 feet of gross leasable principal floor area.
17.	Rooming and boarding houses, fraternity and sorority houses, dormitories and rectories	1 space per room plus 1 space per employee bed.

- (2) **LOADING REQUIREMENTS.** On every lot on which a business, trade or industrial use is hereafter established, space with access to a public street or alley shall be provided on the premises as indicated in the district regulations for the loading and unloading of vehicles.
- (3) **TRAFFIC VISIBILITY.** No obstructions such as structures, automobile parking or vegetation shall be permitted in any district between the heights of 2½ feet and 10 feet above the mean curb grades within the triangular space formed by any 2 existing or proposed intersecting street or alley right-of-way lines and a line joining points on such lines located a minimum of 15 feet from their intersection. In the case of arterial streets intersecting with other arterial streets or railways, the corner cutoff distances establishing the triangular vision clearance space shall be increased from 15 to 50 feet.
- (4) **DRIVEWAYS.** (Am. Ord. #14-10) All driveways installed, altered, changed, replaced or extended after the effective date of this chapter shall meet the following requirements:
- Unless a shared driveway is installed pursuant to subsection (d) below, islands between driveway openings shall be provided with a minimum of 10 feet between all driveways and 5 feet at all lot lines. Except for lots with 200 or more feet of frontage, no more than one driveway shall be permitted for each single-family lot or parcel and no more than 2 driveways for each 2-family lot or parcel. The number and location of driveways located on multifamily, commercial and industrial parcels shall be subject to site plan review, pursuant to [section 17.43](#) of this chapter.
 - Shared Driveways. The joint use of a single driveway may be allowed or required by the Village Plan Commission if such joint use is necessary to protect the public safety and/or maintain the function of the adjacent street or highway, or where a shared driveway will promote improved traffic safety and access and reduced stormwater runoff. Joint use of a single driveway shall not be granted based solely on the basis of economic gain or loss or self-imposed or created hardship. The installation and use of a shared driveway shall be allowed after a shared driveway easement agreement has been reviewed and approved by the Village and subsequently recorded with the county registrar of deeds for the affected properties. Such agreement shall, at a minimum, bind current and future owners of each lot served by the shared driveway to the responsibility for

all maintenance, snowplowing and reconstruction of the driveway. Shared driveways shall meet the following:

1. A shared driveway shall serve no more than 2 lots.
 2. The driveway shall not extend more than 300 feet in length from the street right-of-way.
 3. All driveways shall be a minimum of 16 feet in width to the point where the shared driveway splits into individual private driveways.
 4. Driveways shall have a maximum grade of 10% with the grade matching the existing shoulder with a minimum 25-foot landing approach with a grade +/- 2%.
 5. Shared driveways should be designed to prevent significant runoff directly into the public right-of-way.
 6. No parking, storage or other structures shall be located or allowed in the shared driveway easement area.
 7. A permanent address marker listing all the addresses of each property served by a shared driveway shall be placed at the end of the shared driveway adjacent to the public right-of-way in accordance with Village requirements, and, where the shared driveway splits clearly indicating the correct address and location of each separate property.
- (c) Openings for vehicular ingress and egress shall meet County or State requirements where applicable, but in no case shall exceed ~~25~~ 20 feet at the right-of-way line and 25 feet at the roadway in residential districts or ~~40~~ 30 feet at the right-of-way line and ~~45~~ 35 feet at the roadway in all other districts. (Am. Ord. #38-90)
- (d) Vehicular entrances and exits to drive-in banks, motels, funeral homes and vehicular sales, service, washing and repair stations; garages; or public parking lots shall be not less than 200 feet from any pedestrian entrance or exit to a school, college, university, church, hospital, park, playground, library, public emergency shelter or other place of public assembly.
- (e) The Plan Commission is authorized to vary the above requirements in appropriate situations.
- (5) **OFF-SITE PARKING.** (Cr. Ord. #9-10) When authorized by the Village through the issuance of a conditional use permit and site plan approval, off-street parking requirements for any new or existing commercial, industrial, or institutional use may be satisfied, in whole or in part, through the provision of parking stalls in one or more off-site parking areas (i.e., not located on the same parcel or lot as the subject use). Off-site parking area(s) shall meet the following requirements.
- (a) *Location.*
1. Off-site parking areas cannot be located within a residential zoning district;
 2. Off-site parking areas may be provided on a separate or non-adjacent parcel or lot provided that the parking stalls are located within 1,000 feet of the nearest building entrance used by the persons for whom the parking stalls are provided, and, the path between the parking area and use is not obstructed or unsafe for pedestrians.
- (b) *Ownership or Agreement.*
1. Off-site parking areas shall be held in fee simple ownership by the same owner as the use requiring the off-street parking area, or, under lease, rental, or other form of agreement satisfactory to the Village with respect to ensuring that the off-site parking area will be available for as long as it is needed by the use.
- (c) *Development Standards.*
1. Off-site parking areas shall be designed, constructed, landscaped, and otherwise developed in accordance with the minimum standards and requirements set forth herein, in [section 17.43](#) (site plan) and as set forth in any conditions of CUP and site plan approval.
- (d) *Signage.*

1. The Village may require off-site parking areas to be clearly marked and identified as the exclusive or for the use(s) it serves. All signage installed in an off-site parking area shall be approved by the Plan Commission.

(6) **SHARED PARKING.** (INSERT REF) When authorized by the Village through the issuance of a conditional use permit and site plan approval, parking requirements for any new or existing commercial, industrial, or institutional use may be satisfied, in whole or in part, through the provision of parking stalls in a parking area shared among multiple uses. A plan for shared parking shall meet the following standards and requirements.

- (a) A Shared Parking Plan shall be submitted showing a complete and accurate description of the proposed uses, the floor area dedicated to each use, and the distance from each use to the proposed parking area. The principal entryway of each use participating in the shared parking plan must be located within one thousand (1,000) linear feet of the nearest point of the parking area.
- (b) A Shared Parking Analysis shall be submitted showing the parking demand for each individual use by time period, in the form of a matrix. The time periods shall include a weekday morning, weekday lunch time, weekday afternoon, weekday evening, Saturday midday and Saturday evening. If a use or uses experience significant seasonal variation, the analysis should be based on a peak period (i.e. summer, winter, special event). For each use, the matrix shall indicate the individual parking requirement corresponding to Section 17.45 or the applicable residential district standard, the expected demand for each time period analyzed (expressed as a percent of peak demand), and the resulting number of parking spaces required for that use at a particular time period. The largest number resulting shall be the maximum number of spaces required to be provided in the Shared Parking Plan. For example, in the Table below, the maximum period is the Weekday Afternoon, with 113 spaces required.

Shared Parking Analysis Format

Use	Standard (Units, SF or Patrons)	# of Employees @ Largest Shift	Required Parking (17.45 or Residential District Standard)	Spaces	Weekday AM (9-11 AM)		Weekday Lunch (12-2 PM)		Weekday PM (3-5 PM)		Weekday Eve (7-9 PM)		Saturday Day (12-2 PM)		Saturday Eve (7-9 PM)	
					% Use	Cars	% Use	Cars	% Use	Cars	% Use	Cars	% Use	Cars	% Use	Cars
Apartment	20 Units	n/a	2 per unit	40	.15	20	.5	20	.95	38	1	40	.95	38	.7	28
General Restaurant	2,100 SF	12	1 per 150 SF + 1 per 2 emps.	20	.3	6	.75	15	.5	10	.75	15	.75	15	.75	15
Office	10,000 SF	40	1 per 250 SF + 1 per 2 emps.	60	1	60	.9	54	1	60	.75	45	.5	30	.2	12
Total				120		86		89		108		100		83		55

- c. The Shared Parking Plan shall indicate any spaces that would be reserved or signed for a particular use (i.e. residential spaces within structures or garages, pick up and delivery vehicle spaces for restaurants, etc.). The locations of signed or reserved spaces shall be clearly related and proximate to the associated use, and shall be limited to the minimum number required to support the associated use. Sufficient spaces shall remain unmarked and unreserved to support the function of the Shared Parking Plan.
- d. The Shared Parking Plan and Matrix should be undertaken by a professional planner or engineer, and should be based on published shared parking guidance from the Urban Land Institute, Institute of Transportation Engineers, American Planning Association, or similar professional organization.

- e. Signed acknowledgement of the Shared Parking Plan, on a form prescribed by or sufficient to the City Attorney, shall be required for each tenant, owner or operator of a use subject to the Plan prior to issuance of a Certificate of Occupancy.
- f. In the event of any change of use, or a change in the area or size of any use, the Shared Parking Plan shall be updated to reflect the change of use or area. If the revised number of parking spaces is equal to or less than the number available, the Zoning Administrator shall have the authority to approve an amendment to the Shared Parking Plan. If the number of parking spaces must be increased, approval of the Plan Commission is required.

17.46 SIGNS.

- (1) **INTENT AND PURPOSE.** (Am. Ord. #14-00) The intent of this section is to provide for and regulate the location and safe construction of signs in the Village in a manner that will ensure that signs are compatible with surrounding land uses, and to express the identity of individual proprietors and the community as a whole. No flashing or blinking signs other than traffic signs placed by a public agency shall be placed or erected within the Village. All signs, unless otherwise specified, shall be approved by the Plan Commission.

In considering a sign application, the Plan Commission shall consider the purpose of advertising; the appearance, location, lighting, height and size of the sign; safety of the operators of vehicles upon the adjoining streets and highways; the effect of the sign on property values within the immediate area; and the effect of the sign with respect to the scenic beauty of the vicinity in which the sign is proposed to be located.

- (2) **SIGN PERMIT.** (Am. Ord. #14-00; Am. Ord. #12-09; Am. Ord. #21-09) No sign shall hereafter be located, erected, moved, reconstructed, extended, enlarged, converted, structurally altered, nor shall the face of a sign be changed without a sign permit, except those signs exempted by subsection (3) below, and all signs shall fully conform to the requirements of this section. Applications for sign permits shall be filed with the Zoning Administrator who shall review them for completeness and approval or referral to the Plan Commission for their review and approval as may be required herein. A sign permit for a temporary sign, temporary real estate sign, or home occupation sign may be issued after review and approval by the Zoning Administrator. A sign permit shall become null and void if work authorized under the permit has not been completed within 60 days from the date of issuance (or renewed by the Zoning Administrator).

Applications for sign permits shall be made on forms provided by the Zoning Administrator, shall be submitted along with the necessary fees and removable bond (if applicable) as established by the Village Board, and shall contain or have attached thereto the following information:

- (a) Name, address and telephone number of the applicant and location of the building, structure or lot to which or upon which the sign is to be attached or erected.
- (b) Name of person, firm, corporation or association erecting the sign.
- (c) Written consent of the owner or lessee of the building, structure or land to which or upon which the sign is to be affixed.
- (d) A scale drawing of such sign indicating the dimensions, the materials to be used, the type of illumination, if any, and the method of construction and attachment.
- (e) A scale drawing indicating the location and position of such sign in relation to property lines and to nearby buildings or structures.
- (f) Copies of any other permit required and issued for said sign, including the written approval by the Building Inspector in the case of illuminated signs. The Building Inspector shall examine the plans and specifications, inspecting all wiring and connections to determine if the same complies with this Code.
- (g) Additional information as may be required by the Building Inspector or the Plan Commission.

- (h) A colored rendering, diagram or picture of the proposed sign(s). (Cr. Ord. #21-09)
 - (i) The 15-day time period(s), with beginning and ending dates, during which a temporary sign will be displayed and then removed (list all time periods if applying for multiple permits on one application). (Cr. Ord. #21-09)
- (3) **SIGNS PERMITTED IN INDIVIDUAL ZONING DISTRICTS WITHOUT A SIGN PERMIT.** The following signs are permitted without a sign permit, subject to the following regulations:
- (a) Memorial signs, tables, name of building and date of building erection signs in all zoning districts when cut into any masonry surface or when constructed of metal and affixed flat against a structure, and not illuminated.
 - (b) Name, home occupation, professional home office, on-site traffic control and directional signs, and warning signs in all zoning districts, provided that such signs shall not exceed 3 square feet in area. (Am. Ord. #21-09)
 - (c) Official ground signs such as parking restriction signs, information signs and notices in all zoning districts. Such signs may be placed at the curb line or pavement edge.
 - (d) Real estate signs temporarily advertising the sale, rental or lease of a lot, parcel of land, building, or part thereof, upon which the sign is located in all residential zoning districts, provided that such sign shall not exceed 4 square feet in area. In agricultural, business and industrial zoning districts, such real estate signs shall not exceed 32 square feet in area. All such signs shall be removed no later than 10 days after the date said lot, parcel, building, or part thereof, has been sold, rented or leased. All signs shall be located on private property and not on public property or in any public right-of-way. (Am. Ord. #21-09)
 - (e) Rummage sale signs. The display and placement of rummage sale signs shall comply with the same requirements as election campaign signs as set forth in [section 9.19](#) and [section 17.70](#)(4). (Cr. Ord. #21-09)
 - (f) Temporary signs advertising the need for or availability of employment opportunities (e.g., "Welders Wanted—Apply Within") except for residential districts that do not allow major home occupations. (Cr. Ord. #9-10)
- (4) **SIGNS PERMITTED IN ALL ZONING DISTRICTS WITH A SIGN PERMIT.** (Am. Ord. #9-10)
- (a) Bulletin boards, ground signs or wall signs for public, charitable or religious institutions, provided that such signs shall not exceed 8 square feet in area.
 - (b) Temporary signs as provided in [section 17.46](#)(7)(e).
- (5) **SIGNS PERMITTED IN ALL AGRICULTURAL DISTRICTS WITH A SIGN PERMIT.** Agricultural ground signs advertising farm products produced on the premises or the sale of farm equipment, stock and personal goods, provided that such signs shall not exceed 16 square feet in area.
- (6) **SIGNS PERMITTED IN RESIDENTIAL DISTRICTS WITH A SIGN PERMIT.** The following signs are permitted in all residential districts with a sign permit, subject to the following regulations:
- (a) Permanent real estate development signs located on private property or within the public right-of-way at entrances or along streets or highways which designate a particular development and which only include the name of the development. If located on private property, such signs shall be at least 5 feet from the outer edge of the street right-of-way. Such signs shall be constructed and properly maintained so as to be aesthetically pleasing to the surrounding development. Prior to the issuance of a sign to be located within the public right-of-way, a written agreement shall be provided which places all maintenance responsibility on the developer(s) or owner(s) and exempts the Village from all maintenance responsibilities. Drawings showing the size, location and design of such signs shall be submitted to the Plan Commission for review and approval prior to the issuance of a sign permit. (Am. Ord. #14-10)
 - (b) Temporary real estate development signs for the purpose of directing attention to the opening and location of a new building or a new residential subdivision or development, provided that such

signs shall not exceed a total of 32 square feet in area, unless approved by the Plan Commission, and provided further that such signs shall be at least 5 feet from the outer edge of the street right-of-way. Sign permits for such signs may be issued by the Zoning Administrator for a period until such time as 90% of all lots, parcels, building or part thereof has been sold, rented or leased. Temporary real estate signs shall require an annual sign permit that is valid for the duration of the current calendar year and renewal for subsequent years provided that it is removed no later than 10 days after the date the lot, parcel, building or part thereof meeting the 90 percent removal requirement has been sold, rented or leased by the original subdivider/developer at least one time. (Am. Ord. #21-09)

(7) **SIGNS PERMITTED IN BUSINESS, INDUSTRIAL AND INSTITUTIONAL DISTRICTS WITH A SIGN PERMIT.** The following signs are permitted in all business, industrial and institutional districts, subject to the following restrictions:

- (a) Wall signs shall not exceed 1.5 square feet of signage per one linear foot of building frontage, up to 300 square feet for any individual use. Signage is only permitted on building frontage. However, the Plan Commission may approve signage on any facade of a building when deemed appropriate for the use. In addition to signage on a building frontage, the Plan Commission may also permit directional wall signage on any facade of a building when it is necessary and appropriate for the use. Wall signs shall not extend above the ceiling level of the top floor of the building upon which they are located. (Am. Ord. #24-06)
- (b) Projecting signs, awning signs, canopy signs and marquees shall not be externally lighted; shall not exceed 100 square feet in area for any one premises; shall not extend more than 5 feet into any required yard; shall not extend into any public right-of-way; shall be located not less than 10 feet from all side lot lines; shall not exceed a height of 20 feet above the mean center line grade of the abutting street; and shall not be less than 10 feet above the sidewalk nor 15 feet above a driveway or an alley.
- (c) Ground signs shall meet the requirements set forth in Table 1. One ground sign may be allowed along each road the subject property has at least 50 feet of road frontage. All ground signs shall be mounted on a decorative base constructed of the same or similar materials as the principal building, e.g. stone, decorative block. All single-tenant ground signs shall include the street address coordinates for the property mounted on the base of the sign (minimum 5-inch numbering). No ground sign shall be placed closer than 80 feet to another ground sign or projecting, awning, canopy or marquee sign. See also [section 17.46](#)(13). Any time the Plan Commission reviews a permit for a ground sign, landscaping shall be required according to the following provisions: (Am. Ord. #5-90; Am. Ord. #10-90; Am. Ord. #24-06; Am. Ord. #02-08)
 - 1. The landscaping shall extend a minimum of 3 feet from the outer edge of the sign base on all sides. Where the area around the base of a sign is insufficient in size to accommodate landscaping, the Plan Commission may permit installation of a portion of the required landscaping at an alternate location on the site or at their discretion waive the landscaping requirement.
 - 2. Ground signs shall be landscaped with small shrubs, ornamental grasses, and perennials a minimum of 2 to 4 feet in height at the time of planting, depending on the height of the sign. Shrubs shall include evergreen varieties to provide green plantings year round.
 - 3. The landscaping shall be placed and maintained as to not obstruct the view of an address placed on a monument sign.

TABLE 1. GROUND SIGN REQUIREMENTS

Building Type/Area and No. of Tenants	Maximum Sign Area (square feet)	Maximum Height (feet above mean centerline of adjacent roadway)	Minimum Setback (feet from property line)
Single and Multi-Tenant (< 3 tenants and < 25,000 SF gross building area)	80 SF per side 160 SF total	10 feet	5 feet
Multi-Tenant (4 to 9 tenants and 25,000 to 50,000 SF gross building area)	120 SF per side 240 SF total	15 feet	5 feet or ½ total sign height whichever is greater
Multi-Tenant (> 10 tenants and > 50,000 SF gross building area)	160 SF per side 320 SF total (or as approved by Plan Commission)	20 feet (or as approved by Plan Commission)	5 feet or ½ total sign height whichever is greater (or as approved by Plan Commission)

- (d) Roof signs shall not exceed 10 feet in height above the roof, shall meet the height requirements for the zoning district in which they are located, and shall not exceed 300 square feet on all sides for any one premises.
- (e) Temporary signs (as defined in [section 17.08](#)) shall be permitted subject to the following requirements: (Am. Ord. #3-01; Am. Ord. #11-01; Am. Ord. #07-09; Am. Ord. #15-09; Am. Ord. #21-09)
1. Signs shall not exceed a total of 32 square feet in area (all sides).
 2. Signs shall not be displayed in public rights-of-way and be at least 5 feet from all property lines and the street right-of-way.
 3. Temporary signs may be displayed for a time period not to exceed 15 consecutive days per permit with a limitation of 12 permits issued per business address per calendar year.
 4. Signs shall not be attached to a utility pole, traffic sign, living vegetation, motor vehicle, trailer, or other moveable structure or object.
 5. Shall not be displayed above the roof line of a building.
 6. Signs may be displayed upon issuance of a sign permit and payment of a permit fee established by resolution by the Village Board, except that the fee shall be waived by the

Zoning Administrator for nonprofit organizations or nonprofit purposes by organizations and businesses. (Am. Ord. #9-11)

7. Signs shall be made, maintained and displayed in a neat, clean and hazard-free manner. Signs that are not neatly kept or maintained may be required to be repaired, replaced or removed by the Zoning Administrator.
 8. Signs should be designed (including the color, lettering style, symbols and material) to be compatible with the design of the establishment's primary sign, abutting properties, and the general streetscape in the immediate vicinity of the establishment.
 9. Signs displayed on days not authorized in a permit or without a permit are deemed to be a violation of the Zoning Code and subject to removal and/or municipal citation. Violations of the Zoning Code, terms or conditions of a permit, or complaints received by the Village regarding the use of temporary signs by a business operator or property owner may be grounds for not issuing subsequent temporary sign permits.
 10. In addition to the requirements above, "sandwich board" signs are subject to the following:
 - a. Sandwich board signs shall not exceed 2 feet in width and 4 feet in height;
 - b. Only one sandwich board sign shall be displayed per business;
 - c. Signs shall only be displayed during regular business hours for that business and removed overnight and during other nonbusiness hours;
 - d. Signs shall not obstruct the public right-of-way or any sidewalk or walkway;
 - e. Signs shall be freestanding, easily portable and internally weighted so that it is stable and windproof;
 - f. Signs may be temporarily anchored to the ground but shall not be roped, chained or otherwise secured to any pole, post, tree, fire hydrant, railing, or other structure;
 - g. Signs displayed at or within 15 feet of the storefront of the business for which the sign is used shall:
 - (i) Not count against the temporary sign area allowance;
 - (ii) Shall be exempt from the time period limitation imposed above; and
 - (iii) Shall not be subject to a permit fee.
 11. In addition to the requirements above, one "grand opening" and one "opening soon" sign shall be allowed for each new business establishment subject to the following:
 - a. "Grand opening" signs may be displayed up to 30 consecutive days within 3 months of the date of issuance of a certificate of occupancy;
 - b. "Opening soon" signs may be displayed up to 30 consecutive days before the first day a business is open for business;
 - c. A permit is required but no permit fee shall apply.
 12. Notwithstanding the above allowances and restrictions, the display of temporary signs on the day of all legal holidays and communitywide events, e.g., Maifest, Maxwell Street Days, etc., shall be allowed without a permit provided they are only displayed and removed that same day.
 13. Temporary signs shall not include any internal artificial lighting. (Cr. Ord. #4-10)
 14. Temporary signs shall not include changeable text or reader boards. (Cr. Ord. #4-10)
- (8) **ELECTION CAMPAIGN SIGNS.** See [section 9.19](#) of this Code.

- (9) **FACING OF SIGNS.** No sign which is within 100 feet of a residential district shall be permitted to face the residential district unless it is a sign permitted by subsections (3), (4) and (6) above, or unless it is permitted by the Plan Commission.
- (10) **LIGHTING, COLOR AND PLACEMENT.** Signs shall not resemble, imitate or approximate the shape, size, form or color of railroad or traffic signs, signals or devices. Signs shall not obstruct or interfere with the effectiveness of railroad or traffic signs, signals or devices. Signs shall not be placed so as to obstruct or interfere with traffic visibility, nor be lighted in such a way as to cause glare or impair driver visibility upon public ways. Signs may be illuminated, but nonflashing.
- (11) **RESERVED.** (Rep. Ord. #21-09)
- (12) **CONSTRUCTION AND MAINTENANCE STANDARDS.**
- (a) *Wind Pressure and Dead Load Requirements.* All signs and other advertising structures shall be designed and constructed to withstand wind pressure of not less than 40 pounds per square foot of area and shall be constructed to receive dead loads as required in the Building Code or other ordinance.
 - (b) *Protection of the Public.* The temporary occupancy of a sidewalk or street or other public property during construction is permitted, provided the space occupied is roped off, fenced off or otherwise isolated to prevent hazard to pedestrians and property.
 - (c) *Maintenance.* The owner of any sign shall keep it in good maintenance and repair which includes restoration, repainting or replacement of a worn or damaged sign to its original condition, and shall maintain the premises on which the sign is erected in a clean, sanitary and inoffensive condition, free and clear of all obnoxious substances, rubbish, weeds and grass.
 - (d) *Sign Supports.* Supporting members or braces of all signs shall be constructed of galvanized iron, properly treated wood, steel, copper, brass or other non-corrosive incombustible material. All projecting signs, if placed at an angle to the wall or roof of any building, shall be attached by such non-corrosive metal bolts, anchors, cable or other metal attachments as shall ensure permanent and safe construction and shall be maintained free from rust or other defects. Every means or device used for attaching any sign shall extend through a wall or roof of the building should the Building Inspector determine that the safe and permanent support of such sign so requires, and shall be securely anchored by wall plates and nuts to the inside of the wall or to bearings on the underside of 2 or more roof or ceiling joists in accordance with instructions given by the Building Inspector. Small flat signs containing less than 10 feet of area may be attached to a building by the use of lag bolts or other means to the satisfaction of the Building Inspector.
 - (e) *Fire Protection Consideration.* No sign or any part thereof or sign anchors, braces or guide rods shall be attached, fastened or anchored to any fire escape, fire ladder or standpipe, and no such sign or any part of such sign or any anchor, brace or guide rod shall be erected, put up or maintained so as to hinder or prevent free ingress or egress through a door, doorway or window or so as to hinder or prevent the raising or placing of ladders against a building by the Fire Department of the Village, as necessity therefor may require.
 - (f) *Removal Required.* (Cr. Ord. #21-09) Signs for existing businesses, institutions or other nonresidential operations shall be removed and/or the sign faces replaced, removed or modified within 60 days after said business or operation ceases operation.
- (13) **EXISTING SIGNS.** (Am. Ord. #21-09) Signs lawfully existing at the time of the adoption or amendment of this section may be continued even though the use, size or location does not conform with the provisions of this section; provided, however, that such signs shall be deemed a nonconforming use or structure where the provisions of [section 17.48](#) of this chapter shall apply except that the replacement of a sign face with the same or nearly identical sign face may be approved with a permit by the Zoning Administrator.
- (14) **METHODOLOGY FOR MEASURING SIGN AREA.** (Cr. Ord. #3-98) The area of a sign shall be determined as follows:

- (a) The height multiplied by the width of any sign cabinet, fixture or placard used to convey any words, letters, figures, numerals, phrases, sentences, emblems or logos to the public.
- (b) Where more than one cabinet, fixture or placard is used, the areas shall be measured by drawing a rectangle enclosing the entire perimeter of all cabinets and/or fixtures.
- (c) Where no cabinet or fixture is used, e.g., individual 3-dimensional letters or symbols attached directly to a wall, the area shall be measured by drawing a single rectangular box around the extreme limits of the advertising message.
- (d) Decoration, framing and other nonstructural embellishments shall not be included in the sign area, provided that no advertising copy or graphics are contained on such embellishments. The total area of the sign structure, including any embellishments, may not exceed twice the area of the sign or 160 square feet, whichever is greater.
- (e) The permit fee shall be based on the area of the entire sign structure.

(15) **OFF-PREMISES ADVERTISING SIGNS.** (Cr. Ord. #32-99; Am. Ord. #21-09; Am. Ord. #9-11))

- (a) All off-premises advertising signs, including temporary signs and billboards, are prohibited within the Village of Germantown except for the following:
 - 1. Official and temporary signs displayed within the Village for public agencies, charitable organizations and religious institutions;
 - 2. Election campaign signs and rummage sale signs;
 - 3. Temporary directional signs for businesses, residential developments, schools and institutions when adjacent streets are temporarily closed for repairs or similar reasons (subject to any other specific limitations set forth herein or other sections of the Village Code).

17.47 PERFORMANCE STANDARDS.

- (1) **COMPLIANCE.** This chapter permits specific uses in specific districts, and these performance standards are designed to limit, restrict and prohibit the effects of those uses outside their premises or district. All structures, lands, air and waters shall hereafter, in addition to their use, site and sanitary regulations, comply with the following performance standards.
- (2) **AIR POLLUTION.** No activity shall emit any fly ash, dust, fumes, vapors, mists or gases in such quantities as to cause soiling or danger to the health of persons, animals, vegetation or other property. No activity shall emit any liquid or solid particles in concentrations exceeding 0.3 grains per cubic foot of the conveying gas nor any color visible smoke equal to or darker than No. 2 on the Ringelmann Chart described in the United States Bureau of Mine's Information Circular 7718; except for not more than 4 minutes during any 6-hour period, each stack or chimney may emit smoke of Ringelmann No. 3. No activity shall emit more than 10 units per hour per stack or no chimney may emit up to 20 smoke units when blowing soot or cleaning fires.
- (3) **FIRE AND EXPLOSIVE HAZARDS.** All activities involving the manufacturing, utilization, processing or storage of flammable and explosive materials shall be provided with adequate safety devices against the hazard of fire and explosion and with adequate fire fighting and fire suppression equipment and devices that are standard in the industry. All materials that range from active to intense burning shall be manufactured, utilized, processed and stored only in completely enclosed buildings which have noncombustible exterior walls and an automatic fire extinguishing system. The above ground storage capacity of materials that produce flammable or explosive vapors shall not exceed the following:

Closed Cup Flash Point	Gallons
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Over 187° F.	400,000
105° F. to 187° F.	200,000
Below 105° F.	100,000

- (4) **GLARE AND HEAT.** No activity shall emit glare or heat that is visible or measurable outside its premises except activities which may emit direct or sky-reflected glare which shall not be visible outside their district. All operations producing intense glare or heat shall be conducted within a completely enclosed building. Exposed sources of light shall be shielded so as not to be visible outside their premises.

- (5) **WATER QUALITY PROTECTION.** No activity shall locate, store, discharge or permit the discharge of any treated, untreated or inadequately treated liquid, gaseous or solid materials of such nature, quantity, obnoxiousness, toxicity or temperature that might run off, seep, percolate or wash into surface or subsurface waters so as to contaminate, pollute or harm such waters or cause nuisances such as objectionable shore deposits, floating or sub merged debris, oil or scum, color, odor, taste or unsightliness or be harmful to human, animal, plant or aquatic life.

In addition, no activity shall withdraw water or discharge any liquid or solid materials so as to exceed or contribute toward the exceeding of the minimum standards and those other standards and the application of those standards set forth in Wis. Adm. Code NR 102 for the Menomonee River and its use.

- (6) **NOISE.** No activity in the M-2, M-3 and M-4 Manufacturing Districts shall produce a sound level outside the district boundary that exceeds the following sound level measured by a sound level meter and associated octave band filter:

Octave Band Frequency	Sound Level
(Cycles Per Second)	(Decibels)
0 to 75	79
75 to 150	74
150 to 300	66
300 to 600	59
600 to 1,200	53
1,200 to 2,400	47

2,400 to 4,800	41
Over 4,800	35

No other activity in any other district shall produce a sound level outside its premises that exceeds the following:

Octave Band Frequency	Sound Level
(Cycles Per Second)	(Decibels)
0 to 75	72
75 to 150	67
150 to 300	59
300 to 600	52
600 to 1,200	46
1,200 to 2,400	40
2,400 to 4,800	34
Over 4,800	32

All noise shall be so muffled or otherwise controlled so as not to become objectionable due to intermittence, duration, beat frequency, impulse character, periodic character or shrillness.

- (7) **ODORS.** No activity, with the exception of agricultural activity, shall emit any odorous matter of such nature or quantity as to be offensive, obnoxious or unhealthful outside its premises. The guide for determining odor measurement and control shall be Chapter 13, Air Pollution Abatement Manual, 1960, prepared by the Manufacturing Chemists Association, Inc., Washington, D.C.
- (8) **RADIOACTIVITY AND ELECTRICAL DISTURBANCES.** No activity shall emit radioactivity or electrical disturbances outside its premises that are dangerous or would adversely affect the use of neighboring premises.

- (9) **VIBRATION.** No activity in any district shall emit vibrations that are discernible without instruments outside its premises. No activity shall emit vibrations which exceed the following displacement measured with a 3-component measuring system:

Frequency	Displacement (Inches) (Cycles Per Second)	
	Outside the Premises	Outside the District
0 to 10	.0020	.0004
10 to 20	.0010	.0002
20 to 30	.0006	.0001
30 to 40	.0004	.0001
40 to 50	.0003	.0001
50 and over	.0002	.0001

- (10) **WIND ENERGY CONVERSION SYSTEMS.** (Cr. Ord. #1-91) Approved wind energy conversion systems shall be constructed and operated according to the provisions of this chapter.
- (a) *Construction.* Wind energy conversion systems shall be constructed and anchored in such a manner to withstand wind pressure of not less than 40 pounds per square foot of area.
 - (b) *Noise.* The maximum level of noise permitted to be generated by a wind energy conversion system shall be 50 decibels, as measured on the dB(A) scale, measured at the lot line.
 - (c) *Electromagnetic Interference.* Wind energy conversion system generators and alternators shall be filtered and/or shielded so as to prevent the emission of radio-frequency energy that would cause any harmful interference with radio and/or television broadcasting or reception. In the event that harmful interference is caused subsequent to the granting of a conditional use permit or building permit, the operator of the wind energy conversion system shall promptly take steps to eliminate the harmful interference in accordance with Federal Communications Commission regulations.
 - (d) *Location and Height.* Wind energy conversion systems shall meet all setback and yard requirements for the district in which they are located and, in addition, shall be located not closer to a property boundary than a distance equal to their height. Wind energy conversion systems are exempt from the height requirements of this subsection; however, all such systems over 100 feet in height shall submit plans to the Federal Aviation Administration (FAA) to determine whether the system is to be considered an object affecting navigable air space. A copy of any FAA restrictions imposed shall be included as part of the application for a conditional use or building permit.

- (e) *Fence Required.* All wind energy conversion systems shall be surrounded by a security fence not less than 6 feet in height or other acceptable safety feature. A sign shall be posted on the fence or tower warning of high voltage.
- (11) **SOLAR ENERGY CONVERSION SYSTEMS.** (Cr. Ord. #1-91) Approved solar energy conversion systems shall be constructed and operated according to the provisions of this chapter.
 - (a) *Construction.* Solar energy conversion systems shall be constructed and installed in conformance with all applicable State and local building codes.
 - (b) *Location and Height.* Solar energy conversion systems shall meet all setback and yard requirements for the district in which they are located. Solar energy conversion systems shall conform to all height requirements of this chapter unless otherwise provided in the conditional use permit or building permit issued pursuant to this section.
 - (c) *Solar Access Easements or Agreements.* Copies of any solar access easements or agreements obtained by the applicant shall be provided to the Village at the time of application for the conditional use permit or building permit.

17.48 NONCONFORMING USES, STRUCTURES AND LOTS.

- (1) **EXISTING NONCONFORMING USES.** The lawful nonconforming use of a structure, land or water existing at the time of the adoption or amendment of this chapter may be continued although the use does not conform with the provisions of this chapter; however:
 - (a) Only that portion of the land or water in actual use may be so continued and the structure may not be extended, enlarged, reconstructed, substituted, moved or structurally altered except when required to do so by law or order so as to comply with the provisions of this chapter.
 - (b) Total lifetime structural repairs or alterations shall not exceed 50% of the Village equalized value of the structure unless it is permanently changed to conform to the use provisions of this chapter.
 - (c) Substitution of new equipment may be permitted by the Board of Zoning Appeals if such equipment will reduce the incompatibility of the nonconforming use with the neighboring uses.
- (2) **ABOLISHMENT OR REPLACEMENT.** If such nonconforming use is discontinued or terminated for a period of 12 months, any future use of the structure, land or water shall conform to the provisions of this chapter. When a nonconforming use or structure is damaged by fire, explosion, flood, the public enemy or other calamity to the extent of more than 50% of its current assessed value, it shall not be restored, except so as to comply with the use provisions of this chapter. A file of all nonconforming uses shall be maintained by the Zoning Administrator listing the following:
 - (a) Owner's name and address.
 - (b) Use of structure, land or water.
 - (c) Assessed value at the time of its becoming a nonconforming use.
- (3) **EXISTING NONCONFORMING STRUCTURES.** (Am. Ord. #2-97)
 - (a) *General.* The lawful nonconforming structure existing at the time of the adoption or amendment of this chapter may be continued although its size or location does not conform with the lot width, lot area, yard, height, parking and loading, and access provisions of this chapter; however, such a structure shall not be extended, enlarged, reconstructed, moved or structurally altered except when required to do so by law or order or so as to comply with the provisions of this chapter.
 - (b) *Historic Building Exception.* (Am. Ord. #9-10)
 - 1. Except for legal nonconforming agricultural buildings located within existing or proposed Village, County or State rights-of-way, legal nonconforming agricultural buildings, excluding corn cribs, which exceed 200 square feet and were constructed prior to 1930 may be

repaired and reconstructed at a cost exceeding 50% of the assessed value of the building. It shall be the responsibility of the property owner to provide proof of the age and location of the building.

2. Other regulations pertaining to nonconforming historic buildings and structures are found under Chapter 26 (Historic Preservation).

(c) *Restoration of Certain Nonconforming Structures.* (Cr. Ord. #24-10)

1. Except as provided under subsection 2. below, damaged or destroyed nonconforming structures may be reconstructed and/or restored if the structure will be restored to the same size, location, and use that it had immediately before the damage or destruction occurred if all of the following apply:
 - a. The nonconforming structure was damaged or destroyed on or after March 2, 2006.
 - b. The damage or destruction was caused by violent wind, vandalism, fire, flood, ice, snow, mold, or infestation.
2. The size of a nonconforming structure that is reconstructed or and/or restored pursuant to subsection 1. above may be larger than the size it was immediately before the damage or destruction if necessary for the structure to comply with applicable state or federal requirements.

- (4) **CHANGES AND SUBSTITUTIONS.** Once a nonconforming use or structure has been changed to conform, it shall not revert back to a nonconforming use or structure. Once the Board of Zoning Appeals has permitted the substitution of a more restrictive non conforming use for an existing nonconforming use, the substituted use shall lose its status as a legal nonconforming use and become subject to all conditions required by the Board of Zoning Appeals.

(5) **NONCONFORMING CHARACTERISTICS OF RESIDENTIAL STRUCTURES.** (Am. Ord. #24-10)

- (a) Subject to subsection (3)(c) above, residential structures which encroach upon setback and other yard requirements, but which met setback and yard requirements at the time of construction, may be structurally altered and expanded provided that:
1. Said structure is not located in any right-of-way;
 2. Such alteration or expansion does not create a greater degree of encroachment;
 3. The extent or size of any such alteration or expansion (measured in square feet), either separately or cumulatively when combined with a previous alteration or expansion, does not exceed 50% of the footprint (in square feet) of the structure at the time said structure became nonconforming.

(6) **EXISTING SUBSTANDARD LOTS.** (Cr. Ord. #19-90)

- (a) *Individual Lots.* An existing single lot which does not contain sufficient area to conform to the dimensional requirements of this chapter, but which is at least 50 feet wide and 7,200 square feet in area, may be used as a single-family building site provided that the use is permitted in the zoning district; provided the lot is of record in the County Register of Deed's office prior to the effective date of this chapter; and provided that the lot is in separate ownership from abutting lands. Substandard lots shall be required to meet the setbacks and other yard requirements of this chapter. A building permit for the improvement of a lot with lesser dimensions and requisites than those stated above shall be issued only after approval of a variance by the Board of Zoning Appeals.
- (b) *Adjoining Lots.* If 2 or more substandard lots with continuous frontage have had the same ownership as of the effective date of this chapter, the classification and use of such lots shall be governed as follows:
1. When such lots are vacant, they shall be treated as being combined into one or more lots which comply with the lot size, building and yard requirements of the zoning district where

located. In the event the district requirements cannot be met by combining such vacant lots, then the resulting lot shall be subject to the requirements of paragraph (a) above.

2. When 2 such lots have been used as one lot, i.e., by the placement of an accessory building on the adjacent lot or by the encroachment of setback requirements, they shall be treated as one lot.
3. When one developed lot abuts one undeveloped lot, the undeveloped lot may be treated as a separate lot, provided that both lots meet the requirements of paragraph (a) above.

State law references-nonconforming uses and structures, Wis. Stats. §§ 61.35, 62.23(7)(h), (7)(hf).

17.49 ARCHITECTURAL CONTROL.

- (1) **ARCHITECTURAL REVIEW BOARD.** The Plan Commission shall act as the Architectural Review Board for the purposes of this chapter.
- (2) **RESERVED.** (Rep. Ord. #8-96)
- (3) **PRINCIPLES.** To implement and define criteria for the purpose set forth in this chapter, the following principles are established:
 - (a) No building shall be permitted, the design or exterior appearance of which is of unorthodox or abnormal character in relation to its surroundings as to be unsightly or offensive to generally accepted taste and community standards.
 - (b) No building shall be permitted, the design or exterior appearance of which is so identical with those adjoining as to create excessive monotony or drabness.
 - (c) No building shall be permitted where any exposed facade is constructed or faced with a finished material which is aesthetically incompatible with the other facades and which presents an unattractive appearance to the public and to surrounding properties.
 - (d) No building or sign shall be permitted to be sited on the property in a manner which would unnecessarily destroy or substantially damage the natural beauty of the area, particularly insofar as it would adversely affect values incident to ownership of land in that area; or which would unnecessarily have an adverse effect on the beauty and general enjoyment of existing structures on adjoining properties.
 - (e) Accessory structures for single-family and 2-family buildings, which exceed 200 square feet in footprint shall be of a similar architectural appearance and material as the primary building on the property. For those buildings greater than 200 square feet the Plan Commission may, in circumstances which it deems appropriate, grant a variance to the requirements to structures up to 400 square feet in size. (Cr. Ord. #8-96; Am. Ord. #34-05)
- (4) **ADMINISTRATION.** The Building Inspector shall require that each building permit application be accompanied by plans and a plat or survey showing the exterior elevations of all existing and proposed structures on the property, a description of the proposed materials to be used, and proposed floor elevations of the structures. The Building Inspector shall review the application together with the plans and plat or survey. In the event the Building Inspector determines that the structure, as planned, will not conflict with the principles set forth in subsection (3) above, he shall approve the plans. However, if the Building Inspector finds that the proposed structure may not comply with said principles, he shall transmit the application and accompanying plans, together with his comments and recommendations, to the Plan Commission for its review.
- (5) **REVIEW AND FINDINGS.** The Plan Commission shall review the referred plans and the comments and recommendations of the Building Inspector and approve or disapprove the plans not more than 40 days from the date the original application for a building permit was submitted. In the event the Plan Commission does not act within said 40 days, the plans shall be automatically approved. The Plan Commission shall not approve any building plans unless it finds, by a preponderance of the evidence

after viewing the application, that the structure, as planned, will not violate the principles set forth in subsection (3) above.

- (6) **APPEALS.** Any person aggrieved by any decision of the Plan Commission related to architectural control may appeal the decision to the Board of Zoning Appeals. Such appeal shall be filed with the Village Clerk within 30 days after filing of the decision with the Building Inspector.

17.50 MODIFICATIONS.

- (1) **HEIGHT.** The Plan Commission may permit, after review at a regularly scheduled Plan Commission meeting, the height limit to be exceeded, but such modification shall be in accordance with the following:
- (a) Agricultural structures such as barns, silos and windmills shall not exceed in height the actual distance from the nearest lot line.
 - (b) Architectural projections such as spires, steeples, belfries, parapet walls, cupolas, domes, flues and chimneys may be exempted from the height limitations of this chapter.
 - (c) Signal sending, receiving and relaying structures such as radio and television transmission and relay towers, not including those structures regulated in [section 17.56](#), Germantown Code of Ordinances, and power generating structures such as windmills, shall not exceed in height the equivalent of $\frac{1}{2}$ the distance to the nearest lot line. (Am. Ord. #5-02)
 - (d) Essential services such as utilities, water towers and electrical power and communication transmission lines may be exempted from the height limitations of this chapter.
 - (e) Public or semipublic facilities such as schools, churches, hospitals, monuments, sanatorium, libraries, governmental offices and stations may be erected to a height of 60 feet provided all required yards are increased not less than one foot for each foot the structure exceeds the district's maximum height requirement.
 - (f) **Rooftop cisterns for rainwater harvesting, as defined in this Chapter. The Plan Commission may require architectural screening of such structures.**
 - (g) The height of a ground sign may be increased to 75 feet measured from the mean base elevation of the subject property, but in no case shall the sign be more than 25 feet above the topographically highest roadway, within 200 feet of the approved sign location. In addition, the size of the ground signs may be increased from 80 square feet with a maximum of 160 square feet on all sides, to 144 square feet per side or 288 square feet on all sides. Prior to granting approval the Plan Commission must determine the following criteria have been met: (Cr. Ord. #13-05)
 - 1. The property shall be located within a 500 feet corridor extending from either side of the right-of-way of U.S. Highway 41/45; and
 - 2. The property must have the B-5 Highway Business District zoning designation; and
 - 3. The businesses operated on such parcels, or seeking conditional use or other approval to operate on such parcels, are intended to serve, and are economically dependent upon, traffic traveling upon U.S. Highway 41/45; and
 - 4. Exceptional, extraordinary or unusual circumstances or conditions exist where a literal enforcement of the sign code requirements would result in severe hardship. Such hardships should not apply generally to other properties or be of such a recurrent nature as to suggest that the sign code be changed; and
 - 5. Preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity will not be adversely affected; and
 - 6. The modification will not materially impair or be contrary to the purpose and spirit of the sign code or public interest.

- (h) An applicant whose request for a sign height modification under subparagraph (f) above is denied, or granted but at a lower height than requested by applicant, may seek a de novo review of the decision of the Planning Commission by the Village Board at a regularly scheduled meeting thereof. Such request shall be made by filing the same in writing with the Village Clerk within 7 days of the Planning Commission decision to be reviewed. (Cr. Ord. #13-05)
- (2) **YARDS.** The Plan Commission may permit, after review at a regularly scheduled Plan Commission meeting, certain yard requirements to be modified, but such modifications shall be in accordance with the following:
- (a) Accessory structures and vegetation used for rain gardens and other vegetated stormwater management measures, other landscaping and decorating may be placed in the required street yard and side yards. Permitted structures and vegetation include flag poles, ornamental light standards, lawn furniture, sundials, bird baths, rain barrels as defined in this Chapter, trees, shrubs and flowers.
 - (b) Accessory uses and detached accessory structures are permitted in the rear yard only; they shall not be closer than 10 feet to the principal structure; and shall not exceed 15 feet in height.
 - (c) Architectural projections such as chimneys, flues, sills, eaves, belt courses and ornaments may project into any required yard, but such projections shall not exceed 3 feet. Rain barrels and planter boxes designed for rainwater harvesting or stormwater management may project up to five (5) feet into any required yard.
 - (d) Essential services, utilities and electric power and communication transmission lines are exempt from the yard and distance requirements of this chapter.
 - (e) Off-street parking is permitted in all yards of the districts, but shall not be closer than 25 feet to the right-of-way of streets when in a residential district or when abutting a residential district.
 - (f) Fences in Residential Districts. (Am. Ord. #34-89; Rep. & Recr. Ord. #30-97; Am. Ord. #15-06)
 - 1. All fences shall be subject to review and approval of the Building Inspector prior to the issuance of a building permit.
 - 2. Fences in rear or side yards may be up to 6 feet in height.
 - 3. Fences in front yards may not exceed 4 feet in height, except a maximum height of 6 feet on approval of the Plan Commission after consideration of visibility, privacy and access concerns.
 - 4. No fence shall be closer than 2 feet to a public right-of-way.
 - 5. Fences that contain a finished side and an unfinished side, shall be installed in a manner in which the finished side faces the adjacent property. In case of a discrepancy, the Village Building Inspector shall determine which side of the fence is the finished side. (Cr. Ord. #33-99)
 - 6. Fences and easements. (Cr. Ord. #33-99)
 - (i) Fences shall not be located within any type of easement, provided however, the Planning Commission may authorize the encroachment by a fence into a drainage easement where the owner of the land encumbered by the easement shows to the satisfaction of the Planning Commission that, considering the proposed location, design and materials of the proposed fence, the encroachment of the fence into the easement will not materially interfere with drainage flow within the easement, and, in the case of a subdivision, the homeowners association consents in writing to the encroachment, or if not in a subdivision, the adjacent landowners consent in writing.
 - (ii) If the Planning Commission deems it necessary in order to make its decision to authorize an encroachment into a drainage easement by a fence, it may require that the applicant provide a report by a professional engineer providing an opinion that the encroachment will not impair drainage flow within the easement.

Commented [PR5]: Increasing this to ten (10) feet would allow for other potentially-useful practices.

- (iii) If the applicant whose property abuts the drainage way shall be aggrieved by the decision of the Planning Commission, such aggrieved person may appeal the decision to the Village Board by filing a request for appeal review of the record below within 14 days of the date of the Planning Commission's decision.
- 7. It is the property owner's responsibility for any lawn maintenance of lands that lie between a fence and the property line.
- 8. Should it be necessary that the Village or its agent, remove the fence, the material costs (materials and labor) would be borne by the owner of the fence.
- (g) Landscaping and vegetation are exempt from the yard requirements of this chapter, except as provided in [section 17.45](#)(3) of this chapter. (Am. Ord. #30-97)
- (h) Fences in Commercial and Industrial Districts. (Rep. & Recr. Ord. #3-97)
 - 1. All fences shall be subject to review and approval of the Building Inspector prior to the issuance of a building permit. (Am. Ord. #14-03)
 - 2. Fences in rear or side yards may be up to 10 feet in height.
 - 3. Fences in front of the building or within the front yard setback are only permitted after approval by the Plan Commission.
 - 4. Fences that contain a finished side and an unfinished side, shall be installed in a manner in which the finished side faces the adjacent property. In case of a discrepancy, the Village Building Inspector shall determine which side of the fence is the finished side. (Cr. Ord. #33-99)
 - 5. Fences shall not be located within any type of easement. It is the property owners responsibility for any lawn maintenance of lands that lie between a fence and the property line. (Cr. Ord. #33-99)
- (i) Uncovered stairs, landings and fire escapes may project into any yard, but may not exceed 6 feet and may not be closer than 5 feet from any lot line.
- (3) **ADDITIONS.** Additions in the street yard of existing structures shall not project beyond the average of the existing street yards on the abutting lots or parcels.
- (4) **AVERAGE STREET YARDS.** The required street yards may be decreased in any residential or business district to the average of the existing street yards of the abutting structures on each side, but may, in no case, be less than 15 feet in any residential district and 5 feet in any business district.
- (5) **CORNER LOTS.** The side yard requirement for corner lots shall be the same as the street yard requirement for the next adjacent lot fronting on the street that the side yard of the corner lot faces.
- (6) **RESERVED.** (Rep. Ord. #19-90)
- (7) **NOISE.** Sirens, whistles and bells which are maintained and utilized solely to serve a public purpose are exempt from the sound level standards of this chapter.
- (8) **ENVIRONMENTAL ENHANCEMENT.** The Plan Commission may, after reviewing appropriate building and site plans, grant limited increases in density and floor area ratio where, in the judgment of the Plan Commission, such increases are justified by the enhancement and the increases would not adversely affect the value or enjoyment of surrounding property, the provisions of municipal services, or the safe and efficient flow of traffic on neighborhood streets. The increases in density and floor area ratio shall be limited to the following:
 - (a) *Plazas, Malls, Etc.* Plazas, malls and other pedestrian promenades or gathering places, provided they are specifically designed and appropriately developed to enhance the pleasure and comfort of the pedestrian and the aesthetic appearance of the development. Upon the approval of such plans and the provision of appropriate assurances, the Plan Commission may permit one additional percent of floor area ratio for each 100 square feet of the aforementioned enhancements in a business or manufacturing district; or one additional dwelling unit for each

2,000 square feet of the aforementioned enhancements in a residential district; however, such residential increase shall not exceed 10% of the base allowable density for the aforementioned enhancements.

- (b) *Recreation Facilities.* Recreation facilities intended for the free use of residents or patrons such as children's playgrounds, tennis courts and swimming or wading pools. Upon the approval of such plans and the provision of appropriate assurances, the Plan Commission may permit one additional percent of floor area ratio for each 100 square feet of the aforementioned enhancements in a business or manufacturing district; or one additional dwelling unit for each 1,000 square feet of the aforementioned enhancement in a residential district; however, such residential increases shall not exceed 20% of the base allowable density for the aforementioned enhancements.
- (c) *Landscaping in a Business or Manufacturing District.* Upon approval of landscaping plans and the provision of appropriate assurances, the Plan Commission may permit ~~0.5%~~ 1% of additional floor area ratio for each 250 square feet of landscaping in excess of that required, or 1% of additional floor area ratio for each 250 SF of landscaping in excess of that required where an equivalent amount of the site's landscaping is designed as a vegetated stormwater management measure.
- (d) *Underground Parking or Underground Truck Service Areas.* Upon approval of plans and the provision of appropriate assurances, the Plan Commission may permit up to 3% of additional floor area ratio for each underground public parking space, or for each underground service area, which provides space for 3 vehicles in a business or manufacturing district in excess of that required; or one additional dwelling unit for each 3 additional underground parking spaces in a residential district provided that such dwelling unit increase does not exceed 10% of the base allowable density for the provision of underground parking.

(e) Stormwater Management Measures. Upon approval of a Site Specific Stormwater Management Plan and associated architectural, landscaping and site plans, the Plan Commission may permit 1% of additional floor area ratio for every 100 SF of green roof treatment (as defined in this Chapter); and 1% of additional floor area ratio for every 250 SF of permeable surfacing used in a required parking area.

(f) In no case shall the cumulative increase in density from all enhancements under this Section exceed [25%] of the base density allowable in the underlying zoning district.

- (9) **OUTDOOR VENDING MACHINES AND PRODUCT DISPENSERS.** (Cr. Ord. #24-10) The Village of Germantown prefers that all vending machines and product dispensers be located inside a building. In the event that vending machines and product dispensers cannot be located within a building, such items may be allowed outside of a building in accordance with the following standards and requirements (if not already approved by the Village Plan Commission as part of a previous Site Plan approval):

(a) *Approval.*

1. The vending machines and product dispensers regulated under these provisions include, but are not limited to: propane tank dispensers, Automatic Teller Machines (ATM), media dispensers (e.g., RedBox DVD dispensers), food and beverage dispensers, bag/block ice dispensers, newspaper dispensers, clothing donation drop-off containers, etc. These regulations do not apply to the temporary display of seasonal products or merchandise.
2. The placement and use of vending machines and product dispensers that meet all of the requirements set forth herein may be approved by the Zoning Administrator through the issuance of a zoning permit.
3. The placement and use of vending machines and product dispensers outside of a building that cannot comply with one or more of the requirements set forth herein may only be approved by the Plan Commission through a Site Plan approval.

4. Vending machines and product dispensers that require new electrical or plumbing require a building permit.
 5. All vending machines require a license from the Village Clerk's Office.
- (b) *Location and Accessibility.*
1. Vending machines and product dispensers shall be located on the exterior of a building abutting an exterior wall.
 2. Vending machines and product dispensers shall not be located so as to impede pedestrian access, block parking areas or create an unsafe condition. A minimum of 5 feet of clearance is required in front of a vending machine or product dispenser. The Village may require the installation of bollards or other protective measures to ensure the maintenance of a safe environment around a vending machine or product dispenser.
 3. Public access to vending machines and product dispensers shall meet applicable ADA accessibility requirements.
- (c) *Number.*
1. The number of vending machines and product dispensers allowed to be used is limited by the maximum amount of "display area" vending machines and/or product dispensers will occupy and shall not exceed one square foot of the footprint of the display area for every 2 feet of linear building frontage, or, 50 square feet per business, whichever is greater.
- (d) *Use and Appearance.*
1. All vending machines and product dispensers selling entertainment media must comply with applicable "adult use" business and zoning regulations.
 2. The placement or use of vending machines and product dispensers shall not create an attractive nuisance.
 3. The placement and display of vending machines and product dispensers shall be coordinated with the architecture of a building and not cover up windows, landscape planters and/or decorative trim or other architectural features.
 4. Outdoor vending machines and product dispensers may be externally illuminated for security with lighting approved by the Village Planner. Internal illumination of any product display area integrated into the vending machine or product dispenser may be used as long as it does not cause glare.
 5. The use of signage on or integrated into a vending machine or product dispenser may be used provided that it only identifies and/or advertises the products available from the vending machine or product dispenser and does not constitute excessive advertising.

17.51 CHANGES AND AMENDMENTS.

- (1) **AUTHORITY.** Whenever the public necessity, convenience or general welfare or good zoning practice require, the Village Board may, by ordinance, change the district boundaries or amend, change or supplement the regulations established by this chapter or amendments thereto. Such change or amendment shall be submitted to the Plan Commission for review and recommendation.
- (2) **INITIATION.** A change or amendment may be initiated by the Village Board or the Plan Commission or by a petition of one or more of the owners of property within the area proposed to be changed.
- (3) **PETITIONS.** (Am. Ord. #19-96) Petitions for any change to the district boundaries or amendments to the regulations shall be filed with the Village Planner, describe the premises to be rezoned by a metes and bounds description or the regulations to be amended, list the reasons justifying the petition, specify the proposed use, and have attached the following:

- (a) Plot plan drawn to a scale of one inch equals 100 feet showing the area proposed to be rezoned, its location, its dimensions, the location and classification of adjacent zoning districts, and the location and existing use of all properties within 200 feet of the area proposed to be rezoned.
- (b) Owners' names and addresses of all properties lying within 300 feet of the area proposed to be rezoned.
- (c) Additional information required by the Plan Commission or the Village Board.
- (4) **RECOMMENDATIONS.** The Plan Commission shall review all proposed changes and amendments within the corporate limits and shall recommend that the petition be granted as requested, modified or denied. The recommendation shall be made in writing to the Village Board. The Plan Commission shall make its recommendation within 30 days of the referral unless such time is extended by the Village Board.
- (5) **HEARINGS.** The Village Board shall hold a public hearing upon each recommendation and shall give notice, as specified in [section 17.53](#) of this chapter.
- (6) **VILLAGE BOARD ACTION.** Following such hearing and after careful consideration of the Plan Commission's recommendations, the Village Board shall vote on the passage of the proposed change or amendment.
- (7) **PROTEST.** In the event of a protest against such district change or amendment to the regulations of this chapter, duly signed and acknowledged either by the owners of 20% or more of the areas of the land included in such proposed change, or by the owners of 20% or more of the land immediately adjacent to the land included in the proposed change, or by the owners of 20% or more of land extending 100 feet from the street frontage of such opposite land, such a change or amendment shall not become effective except by the favorable vote of $\frac{3}{4}$ of the full Village Board.

State law references—Zoning amendments, Wis. Stats. §§ 61.35, 62.23(7)(d).

17.52 BOARD OF ZONING APPEALS.

- (1) **MEMBERSHIP.** See [section 1.30](#)(1) of this Code.
- (2) **ORGANIZATION.** The Board of Zoning Appeals shall organize and adopt rules and procedure for its own government in accordance with the provisions of this chapter.
 - (a) *Meetings.* Meetings shall be held at the call of the chairman and shall be open, to the public.
 - (b) *Minutes.* Minutes of the proceedings and a record of all actions shall be kept by the secretary showing the vote of each member upon each question, the reasons for the Board's determination and its findings of fact. These records shall be immediately filed in the office of the Board and shall be a public record.
 - (c) *Concurring Vote.* (Am. Ord. #12-09) The concurring vote of a majority of the quorum of the Board shall be necessary to correct an error; grant a variance; make an interpretation; and permit a utility, temporary, unclassified or substituted use.
- (3) **POWERS.** The Board of Zoning Appeals shall have the following powers:
 - (a) *Errors.* To hear and decide appeals when it is alleged there is error in any order, requirement, decision or determination made by the Zoning Administrator.
 - (b) *Variances.* To hear and grant appeals for variances as will not be contrary to the public interest when, owing to special conditions, a literal enforcement will result in practical difficulty or unnecessary hardship so that the spirit and purpose of this chapter shall be observed and the public safety, welfare and justice secured. Use variances shall not be granted.
 - (c) *Interpretations.* To hear and decide applications for interpretations of the zoning regulations and the boundaries of the zoning districts after the Plan Commission has made a review and recommendation.

- (d) *Substitutions.* To hear and grant applications for substitution of more restrictive nonconforming uses for existing nonconforming uses provided no structural alterations are to be made and the Plan Commission has made a review and recommendation. Whenever the Board permits such a substitution, the use may not thereafter be changed without application.
- (e) *Permits.* The Board may reverse, affirm wholly or partly modify the requirements appealed from, and may issue or direct the issuance of a permit.
- (f) *Assistance.* The Board may request assistance from other Village officers, departments, commissions and boards.
- (g) *Oaths.* The Chairman may administer oaths and compel the attendance of witnesses.
- (4) **APPEALS.** (Rep. & Recr. Ord. #2-94; Am. Ord. #19-96) Appeals of any administrative determination of the Zoning Administrator, the Building Inspector or the Plan Commission concerning the literal enforcement of this chapter and chapters 14 and 18 of this Code may be made by any person aggrieved or by any officer, department or board of the Village. Such appeals shall be filed with the Secretary within 30 days after receiving actual or constructive notice of the administrative decision or order or the granting of a permit by the Zoning Administrator, Building Inspector or Plan Commission. Such appeals and applications shall include the following:
 - (a) Name and address of the applicant.
 - (b) What administrative determination is being appealed and the basis for the appeal.
- (5) **HEARINGS.** The Board shall fix a reasonable time and place for the required public hearing and shall give notice as specified in [section 17.53](#) of this chapter including providing notice of the appeal to the owners or occupants of all properties lying within the Village of Germantown 300 feet outward from the exterior boundary of and abutting the property subject of the appeal. At the hearing, the appellant or applicant may appear in person or be represented by an agent or attorney.
- (6) **FINDINGS.** No variance to the provisions of this chapter shall be granted by the Board unless it finds, beyond a reasonable doubt, that all the following facts and conditions exist and so indicates such in the minutes of its proceedings.
 - (a) *Preservation of Intent.* No variance shall be granted that is not consistent with the purpose and intent of the regulations for the district in which the development is located. No variance shall have the effect of permitting a use in any district that is not a stated permitted use, accessory use or conditional use in that particular district.
 - (b) *Exceptional Circumstances.* There must be exceptional, extraordinary or unusual circumstances or conditions applying to the lot or parcel, structure, use or intended use that do not apply generally to other properties or uses in the same district, and the granting of the variance should not be of so general or recurrent nature as to suggest that this chapter should be changed.
 - (c) *Hardships Not Grounds for Variance.* No variance shall be granted solely on the basis of economic gain or loss. Self-imposed hardships shall not be considered as grounds for the granting of a variance.
 - (d) *Preservation of Property Rights.* The variance must be necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same district and same vicinity.
 - (e) *Absence of Detriment.* No variance shall be granted that will create substantial detriment to adjacent property or that will materially impair or be contrary to the purpose and spirit of this chapter or the public interest.
- (7) **DECISION.** The Board shall decide all appeals and applications within 30 days after the final hearing and shall transmit a signed copy of the Board's decision to the appellant or applicant, the Zoning Administrator and the Plan Commission.
 - (a) *Conditions.* Conditions may be placed upon any zoning permit ordered or authorized by the Board.

- (b) *Variances, Substitutions or Use Permits.* Variances, substitutions or use permits granted by the Board shall expire within 6 months unless substantial work has commenced pursuant to such grant.
- (8) **REVIEW BY COURT OF RECORD.** Any person aggrieved by any decision of the Board may present to a court of record a petition duly verified setting forth that such decision is illegal and specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the filing of the decision in the office of the Board.

State law references—Zoning board of appeals, Wis. Stats. §§ 61.35, 62.23(7)(e).

17.521 NOTICE OF GRANTING OF PERMITS REQUIRING ADMINISTRATIVE DETERMINATION. (Cr. Ord. #2-94)

Upon the issuance of any permit provided for in this Code by the Village Board or the Plan Commission which requires an administrative determination, the Village Clerk shall, upon the request of the grantee of such permit, prepare a public notice suitable for publication and providing the following:

- (1) A brief description of the permit granted and the date of issuance.
- (2) The governmental body which issued the permit.
- (3) The name of the grantee and the address where the activity permitted under the permit will take place.
- (4) A reference to the 30-day appeal period provided under [section 17.52\(4\)](#) of this chapter.

17.53 PUBLIC HEARINGS.

Notice of any public hearing which the Village Board, the Plan Commission or the Board of Zoning Appeals is required to hold under the terms of this chapter shall specify the date, time and place of said hearing and shall state the matter to be considered at said hearing. Notice shall be published in a newspaper of general circulation at least once each week for 2 consecutive weeks and the hearing shall not be held until at least 7 days following the last publication. The Village Clerk shall also give at least 10 days' prior written notice to the clerk of any municipality within 1,000 feet of any land to be affected by the proposed action.

17.54 VIOLATIONS.

It shall be unlawful to construct or use any structure, land or water in violation of any of the provisions of this chapter. Failure to secure the necessary permits prior to commencing construction shall also constitute a violation. In case of any violation, the Village Board, the Plan Commission, the Zoning Administrator, the Building Inspector or any property owner who would be specifically damaged by such violation may institute appropriate action or proceedings to enjoin a violation of this chapter.

17.55 PENALTY. (Am. Ord. #43-98)

Any person who violates or fails to comply with the provisions of this chapter shall, upon notice by the Village Administrator or his duly appointed deputy, pay a fee of twice the regular fee as set forth in [section 17.07\(8\)](#) of this chapter or, upon conviction thereof, shall be subject to a penalty as provided in [section 25.04](#) of this Code and shall remove any structure or use placed in violation of this chapter. Each day a violation exists or continues shall constitute a separate offense.

17.56 WIRELESS COMMUNICATION FACILITIES. (Cr. Ord. #37-99)

- (1) **STATEMENT OF PURPOSE AND INTENT.**

(a) The purpose of this section is to provide standards and criteria for the placement, construction and maintenance of wireless communication facilities in the Village of Germantown. The intent of this section is to:

1. Strike a balance between the interests of the wireless communication service providers, the consumers of those services and the Village of Germantown.
2. Restrict the location of towers to nonresidential areas and minimize the total number of towers throughout the Village.
3. Protect residential areas and land uses from potential adverse impacts of towers and antennas.
4. Encourage location and co-location of new antennas on existing towers and other appropriate structures.
5. Encourage users of towers and antennas to configure them in a way that minimizes their adverse visual impact by careful design, siting, landscaping, screening and camouflaging techniques.
6. Protect property values and the public health, safety and welfare.
7. Encourage users of towers and antennas to locate them, to the extent possible, in areas where the impact on the community is minimal.
8. Avoid potential damage to adjacent properties from tower failure through careful engineering and siting of tower structures.
9. Enable wireless communication service providers to provide their services to their customers in a prompt, effective and efficient manner.
10. Create clear and objective approval criteria for towers and accessory structures.
11. Ensure that all wireless communication providers are given an equal opportunity to compete in the local market.

(2) **DEFINITIONS.**

(a) For the purpose of this section, the following definitions shall be used:

1. *Alternative Tower Structure.* An existing man-made structure which is used as an alternative to a tower and to which an antenna and/or an antenna support structure is attached.
2. *Antenna.* Any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic magnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communications signals.
3. *Antenna Support Structure.* A structure which is attached to a tower or an alternative tower structure and which is designed to support an antenna at a height sufficient to permit effective receipt or transmission of wireless communications.
4. *Co-location.* The provision of multiple antennas or more than one commercial wireless communication service provider or government entity on a single-tower or structure.
5. *Equipment Facility.* A building, cabinet, or other enclosure used to house and protect the electronic equipment necessary for processing wireless communications at a wireless communications facility.
6. *FAA.* Federal Aviation Administration.
7. *FCC.* Federal Communications Commission.
8. *Height.* The distance from the ground at the base of the tower or alternative tower structure to the highest point on the tower or alternative tower structure or any fixture attached thereto, whichever is highest.

9. *Operator*. A person, corporation, partnership, association or other organization which:
 - a. Provides wireless communication services, either directly or through one or more agents, employees, subsidiaries or affiliates; or
 - b. Controls or is responsible for the management and operation of a wireless communications facility.
10. *Points of Visual Interest*. Views of waterways, open spaces, historic buildings, architecturally significant structures or other scenic views.
11. *Preexisting Towers and Antennas*. Any tower or antenna for which a building permit or conditional use permit has been properly issued prior to the effective date of this section (October 4, 1999).
12. *Tower*. Any structure that is designed and constructed for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self-supporting lattice towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures and the like. The term includes the structure and any support thereto.
13. *Tower Site*. The parcel of land where a tower and associated wireless communication structures, fixtures and equipment are located.
14. *Wireless Communications Service*. The provision of wireless communication services for a consideration. Wireless communication services include, but are not limited to, Cellular Communications Service (CCS), Personal Communication Service (PCS), Specialized Mobile Radio Service (SMR), Enhanced Specialized Mobile Radio (ESMR), paging services and other similar wireless communication services.

(3) **APPLICABILITY OF REGULATIONS.**

- (a) *Facilities Regulated by this Section*. Except as provided in subsection (3)(b) of this section, the regulation contained in this chapter shall apply to all wireless communication facilities in the Village of Germantown.
- (b) *Facilities Exempt from this Section*. The following wireless communication facilities are exempt from the provisions of this section, except the regulations contained in subparagraph (c) of this subsection.
 1. A ground or building mounted receive-only radio or television antenna which does not exceed 25 feet in height and which is used solely by the occupants of a dwelling located in a residential zoning district.
 2. A ground or building mounted receive-only radio or television satellite dish which does not exceed 36 inches in diameter; which does not project beyond the roof line and which is used solely by the occupants of a dwelling located in a residential zoning district.
 3. A citizen band radio tower and antenna which does not exceed 35 feet in height.
 4. A ham radio tower and antenna which does not exceed 75 feet in height.
 5. Microwave dishes for private home use.
 6. Governmentally owned and operated receive and/or transmit telemetry station antenna for supervisory control and data acquisition (SCADA) systems for water, flood alert, traffic control devices and signals, stormwater, pump stations and/or irrigation systems, with heights not exceeding 35 feet.
 7. Towers, equipment facilities and antennas that existed prior to the effective date of this chapter (October 4, 1999).
- (c) *Regulation of Exempt Facilities*. Notwithstanding subparagraph (a) of this subsection, exempt facilities shall be subject to the following rules and regulations.

1. In residential districts there shall be no more than one antenna support structure per tax parcel.
2. Towers shall be designed to prevent children and trespassers from climbing on those structures. Ladder rungs shall be at least 20 feet above the ground.
3. Towers and antennas constructed and maintained in the Village of Germantown shall comply with all other applicable local, State and Federal laws.
4. Pre-existing towers and equipment shall not be exempt from the conditional use permit on file and the licensing requirements of [section 22.06](#) of this Code.

(4) COMPLIANCE WITH ZONING REGULATIONS.

(a) *Permitted Uses.* The following uses are deemed permitted uses that require Village Plan Commission approval.

1. *Antennas on Existing Towers.* The attachment of a new antenna on an existing tower may be allowed, to minimize adverse visual impacts associated with the proliferation and clustering of towers, provided that:
 - a. A tower which is modified or reconstructed to accommodate the location of an additional antenna shall be of the same type and height as the existing tower.
 - b. An existing tower may be modified or rebuilt to accommodate the colocation or additional antenna and may be moved onsite within 50 feet of its existing location, but the relocation may only occur one time per communication tower.
 - c. After a tower is rebuilt to accommodate co-location, only one tower may remain on site.
 - d. When relocating a tower on-site, the revised location of the tower shall be a minimum distance of the height of the tower, to the property line of residential units or residentially zoned lands.
2. *Public Safety Communication Facilities.* (Cr. Ord. #29-07) The construction of a new or the replacement of an existing wireless communication facility owned by the Village of Germantown, Washington County, or other municipal government that will be used primarily for public safety communication systems provided that plans for such facilities meet the following requirements of this section:
 - a. Subsection (4)(b)1. through 3.
 - b. Subsection (5)(c), (d), and (f) through (m).
 - c. Subsection (6).

(b) *Conditional Uses.* The installation of towers and antennas, including the placement of accessory buildings or equipment, may be allowed by Conditional Use Permit in all agricultural, institutional, business and industrial zoning districts. The applicant shall submit a conditional use permit in accordance with the application procedure described in [section 17.42](#) of this chapter. In addition to the requirements detailed in [section 17.42](#) of this chapter, the conditional use permit shall not be granted until each of the following requirements are met.

1. *Antennas or Towers on Existing Structures.* An antenna or tower may be situated on the roof of a commercial, industrial, professional, institutional or municipal structure provided that such device is installed and maintained in accordance with applicable state or local building codes, and complies with current standards of the FAA, FCC and any other agency of the State or Federal government with the authority to regulate antennas.
2. *Plans, Specifications and Statements.* The applicant for a permit to construct a new tower or equipment facility shall provide the following:
 - a. Wisconsin Professional Engineer stamped Plans and Specifications for construction of the tower.

- b. A written statement by an electrical engineer licensed to practice in the State of Wisconsin that the reception and transmission functions of the proposed tower, antenna or equipment facility will not interfere with the usual and customary transmission and reception of radio, television or other services on adjacent properties.
- c. A copy of the FAA determination, the FCC license and the State of Wisconsin Department of Commerce building plan approval indicating that the proposed tower, antenna or equipment facility complies with rules administered by those agencies.
- d. For towers, a written statement from the applicant's engineer indicating:
 - 1. The types of antennas that may be accommodated by the tower.
 - 2. The tower's capacity for such antennas.
 - 3. The failure characteristics of the tower.
 - 4. The adequacy of its setback in event of failure.
- 3. *Site and Landscaping Plans.* The applicant shall provide the Plan Commission and Village Board with site plans and landscaping plans drawn to scale of 1" = 20'. Those plans should specify the location of any tower, building, parking, landscaping, fencing and other accessory uses. The landscape plan shall indicate the size, number and type of planting for the proposed site.
- 4. *List of Other Antenna Facilities.* The applicant shall provide the Plan Commission and Village Board with a list of the applicant's existing towers and antennas located in the Village of Germantown and within 10 miles of the Village limits. The list should identify the location, height and design of each tower and location of each antenna. The Plan Commission and Village Board may share such information with other applicants applying for a Conditional Use Permit to construct, install or alter wireless communication facilities.
- 5. *Affidavit Regarding Other Towers.* The applicant for a Conditional Use Permit to construct a new tower shall execute an affidavit stating whether any other wireless communication tower is located within any portion of the area of a radius of 2,000 feet from the location of the proposed new tower, which lies outside of the corporate limits of the Village of Germantown.
- 6. *Co-location Statement for Towers.* The applicant shall demonstrate, to the reasonable satisfaction of the Plan Commission and Village Board, that no existing tower or alternative tower structure can accommodate the applicant's proposed antenna. Upon a showing by the applicant that any one of the following circumstances enumerated below exist, the applicant shall be deemed to have satisfactorily demonstrated the need for a new tower. In evaluating such circumstances, the Village may employ the services of a consulting expert. The expense for which shall be compensated to the Village by the applicant as an administrative cost of processing the application.
 - a. No tower or alternative tower structure exists in a geographic area where it is necessary to place an antenna in order to provide effective wireless communication services.
 - b. Existing towers or alternative tower structures are not of sufficient height to meet applicant's engineering requirements.
 - c. Existing towers or alternative tower structures do not have sufficient strength to support applicant's proposed antenna and related equipment.
 - d. Applicant's proposed antenna would cause interference with another antenna already located on an existing tower or structure or that the antenna on the existing tower or structure would cause interference with applicant's proposed antenna.
 - e. The charges for the use of an existing tower or alternative tower structure are unreasonable. Charges for use of an existing tower or structure shall be deemed unreasonable if those charges exceed the (cost of constructing a wireless communication facility) (then reasonable market rates for co-location).

- f. The applicant demonstrates that there are other reasonable factors that render an existing tower or alternative tower structure unsuitable.
 - 7. *Reservation of Antenna Space on Towers.* Unless, specifically waived by the Village, new towers shall be designed to accommodate at least 2 other wireless communication service providers at market rate.
 - 8. *Liability Insurance Coverage.* The applicant shall annually furnish a certificate of general liability insurance coverage for a minimum of \$1,000,000.00 for the tower site. The insurance coverage may be reviewed by the Plan Commission and Village Board to determine the sufficiency of such amount. The proof of insurance shall be placed on file with the Village Clerk's office.
- (5) **OTHER REQUIREMENTS.** (Am. Ord. #29-07) Except as may otherwise be provided in subsection (4)(a) herein, all wireless communication facilities shall meet the following requirements:
- (a) *Tower and Antenna Height.* No tower shall exceed 150 feet in height. No antenna support structure, including any antenna or other device attached thereto, shall extend more than 20 feet above the highest point of the building or structure to which the antenna support structure is attached.
 - (b) *Tower Separation.* No new tower shall be constructed within 2,000 feet of an existing tower. The distance shall be measured in a straight line between the base of the existing tower and the proposed location for the base of the new tower.
 - (c) *Advertising Signs.* No person shall place any advertising sign on any tower, antenna support structure or antenna. Nor, shall anyone place a flag, decorative sign, streamer, pennant, ribbon, spinner or other moving object on a tower, antenna support structure or antenna, unless such object is an integral part of the facility design which is calculated to screen, conceal or camouflage the nature of the structure, such as a flag on a flag pole which is itself a camouflaged wireless communications facility, or in which such a facility is concealed.
 - (d) *Lighting.* No tower, antenna support structure or antenna shall be artificially illuminated. This subsection does not prohibit the use of motion detectors and associated lighting nor the use of outdoor lights when the wireless communication provider's personnel are present. This subsection is not intended to prohibit any lighting required by any local, State or Federal law, rule or regulation. If lighting is required by such law, rule or regulation, the operator and owner shall choose the lighting which causes the least disturbance to the occupants of the adjacent properties.
 - (e) *Points of Visual Interest.* No wireless communication facility shall be located so as to obstruct the view of a point of visual interest from a residential zoning within 1,000 feet of the wireless communication facility.
 - (f) *Tower Color.* The tower shall have a galvanized steel finish or shall be painted in a neutral color so as to reduce visual obtrusiveness or to camouflage the tower. Antennas and antenna support structures shall be of a neutral color which is identical to, or closely compatible with, the color of the tower or alternative support structure.
 - (g) *Ladders.* Towers shall be designed to prevent children and trespassers from climbing on those structures. Ladder rungs on towers shall be placed a minimum of 20 feet above the ground.
 - (h) *Fencing.* A wireless communications facility shall be enclosed by a security fence not less than 6 feet in height and secured so that it is not accessible by the general public. Fence design, materials and colors shall reflect the character of the surrounding area as determined by the Plan Commission and Village Board. Electrical fencing is prohibited within the Village of Germantown.
 - (i) *[Conditional Use Permit.]* A conditional use permit for siting a wireless communications facility in lands carrying an agricultural zoning classification shall provide conditions requiring sufficient screening or camouflage so as to eliminate visual obtrusiveness.

(j) *Landscaping.* A buffer of plant materials of sufficient maturity and size to immediately and effectively screen the equipment cabinets, structures or buildings from public view and from adjacent properties shall be provided.

1. The minimum buffer shall consist of a landscaped strip at least 5 feet in width outside the entire perimeter of the wireless communications facility.
2. In locations where the visual impact of the tower would be minimal, the landscaping requirement may be reduced or waived with the approval of the Plan Commission and Village Board.
3. Existing mature tree growth and natural land forms shall be preserved to the maximum extent possible. In some cases, such towers sited on large, wooded lots, natural growth around the property perimeter may be a sufficient buffer.
4. All landscaping requirements detailed here shall be properly maintained in perpetuity.

(k) *Buildings, Enclosures and Associated Devices.*

1. All buildings, enclosures, equipment and other associated devices shall be placed in close proximity to the base of the tower located on the wireless communications site. If the wireless communications facility does not have a tower, the buildings, equipment and other associated devices shall be placed in close proximity to the alternative tower structure. If the wireless communications facility has a roof mounted antenna support structure, an equipment enclosure may be located on the roof provided that such enclosure is placed as unobtrusively as possible and in compliance with all applicable building and zoning rules and regulations.
2. All buildings and enclosures shall be kept locked at all times. Each building and enclosure shall have a label attached to it the label shall give the name, address and telephone number of the person who should be contacted in the event of an emergency.
3. The aggregate floor area of all buildings and enclosures shall not exceed 400 square feet per tower. The total height of the structures shall not exceed 15 feet in height. A greater height and size, may be approved by the Village Board, if necessary to fulfill special considerations of the tower site. The construction materials shall consist of a brick exterior on all sides of the structures, However, different materials may be approved by the Village Board if they are determined to be more compatible with the surrounding land uses. (Am. Ord. #5-02)

(l) *Building Permit Required.* After the conditional use permit and final site plans are approved, no tower or any type of structure shall be constructed until a building permit is reviewed, approved and issued from the Village Building Inspection Department.

(m) *Setbacks.* All wireless communications facilities regulated by this section shall meet the required setback as determined by the Village Board and made a condition of the approved site plan. (Cr. Ord. #5-02)

(6) MAINTENANCE AND OPERATIONAL REQUIREMENTS.

(a) *General Requirements.* The wireless communication facility shall be maintained in accordance with all applicable local, State and Federal regulations. If the Building Inspector concludes that a tower or any other part of a wireless communication facility fails to comply with such codes and constitutes a danger to persons or property in the vicinity, the Village Building Inspector shall notify the owner or operator of the wireless communication facility of such fact. The notice shall be in writing and shall require the owner or operator to bring the facility into compliance with such codes within 30 days of the date of service of the notice. If the owner or operator fails to bring the wireless communication facility into compliance within the time provided, the Village Building Inspector may order the tower or other wireless communication facility to be removed to the extent necessary to protect persons or property in the vicinity. The cost of removing the tower or other portion of the wireless communication facility shall be at the owner's expense. The owner and the

operator shall be responsible to maintain the premises upon which the wireless communication facility is located in a clean and sanitary condition.

- (b) *Operator Interference.* Operation of a tower facility shall be undertaken so as not to interfere with any other form of wireless communication. In the event any complaints of interference are received, and they are reasonably suspected by the Village to be caused by the tower, the Village shall notify the applicant and property owner. The applicant shall have a period of 30 days to investigate said complaints and respond to the Village of Germantown. In the event that it is determined that the tower is the source of interference, the applicant shall have 10 days to correct all problems.
- (c) *Outdoor Storage Prohibited.* No person shall store any vehicles, equipment or other goods on the site of the wireless communication facility except in an enclosed building. This section does not apply to overnight storage of vehicles or equipment necessary for the construction or repair of the wireless communication facility.

(7) **ABANDONED TOWERS AND ANTENNAS.**

- (a) *Evidence of Abandonment.* An antenna or tower shall be deemed abandoned if any of the following shall occur:
 - 1. The antenna or tower is not operated for 6 continuous months.
 - 2. The owner or operator has notified the Village of Germantown that it has ceased operations of the antenna or tower.
- (b) *Notification of Abandonment.* The owner or operator of a wireless communication facility shall notify the Village Planning Department in writing whenever an antenna or tower is abandoned or its use discontinued. Such notice shall be given to the Planning Department within 30 days of such abandonment or discontinuance.
- (c) *Removal of Abandoned Towers and Antennas.* The owner and operator of an abandoned tower or antenna shall remove it from the wireless communications facility within 6 months after the tower or antenna is abandoned or its use discontinued. If the owner fails to remove the antenna, tower, or any other structure within that time, the Village shall remove the antenna, tower or any other structure at the owner's and operator's expense. In the event that the cost of removal is not paid, the Village may assess the cost of such removal against the property upon which the wireless communications facility is located.
- (d) *Site Restoration.* Whenever a tower is removed from a wireless communications facility, the remainder of the site shall be restored to its preexisting condition and all buildings, equipment and other devices accessory to the tower shall be removed from the site.
- (e) *[Irrevocable Letter of Credit.]* An applicant shall provide, as a condition of issuance of a conditional use permit, an irrevocable letter of credit or cash in the amount of \$25,000.00 to guaranty facilities removal and site restoration.

- (8) **LEGAL NONCONFORMING FACILITIES.** Preexisting towers, antenna support structures, antennas or wireless communication facilities which do not conform to the requirements of this chapter, shall be permitted to continue in accordance with the provisions of the zoning code of the Village of Germantown which deals with nonconforming buildings, structures and uses.

- (9) **ENFORCEMENT.** The provisions of this chapter shall be enforced by the Planning Department and the Village Building Inspector. Any person who violates any provision of this chapter shall, upon a conviction be subject to a penalty as detailed in [section 25.04](#) of the Germantown Municipal Code.

State law references—Regulation of antennas, Wis. Stats. §§ 61.35, 62.23(7)(he), (7)(hf).

17.57 BERMS. (Cr. Ord. #4-03)

- (1) **PURPOSE.** This section regulates the location, design and visual appearance of new berms to discourage excessive length and height, provide for ease of maintenance, assure proper stormwater drainage, avoid interfering with safe visual sight distance for motorists, and promote the attractive aesthetic appearance of areas where berms are located.
- (2) **BERM DEFINED.** A "berm" is a man-made landscape feature consisting of mounded soil. Rock or concrete rubble may be included in a berm if completely covered with topsoil.
- (3) **APPLICABILITY.** These requirements shall not apply to the following:
 - (a) Minor berms not vertically higher than 3 feet above the average ground grade along both sides of the berm.
 - (b) Landscaping areas lower than 3 feet in height.
 - (c) Landscape areas not meeting the berm definition in subparagraph (b) above.
 - (d) Temporary topsoil or fill piles on active construction sites.
- (4) **APPROVAL REQUIRED.**
 - (a) *Plan Commission Approval Required.* Berms exceeding 3 feet in vertical height above the average grade of the ground along both sides of the berm shall require review and approval by the Plan Commission prior to any construction or alteration thereof.
- (5) **APPLICATION.** Applications to construct or alter a berm shall be made on forms provided by the Village. The application and review fee shall be submitted to the Planning Department. The application shall include the following information:
 - (a) Name, address and telephone number of the applicant, and location of building, structure, or lot where the berm is to be constructed.
 - (b) Name of person, firm, corporation, or business that is constructing or altering the berm.
 - (c) Written consent of the owner or lessee of the land upon which the berm is proposed to be located.
 - (d) Plans and attachments.
 1. Berm plan depicting its location, setbacks, property lines, proposed and existing grade contours, any related drainage facilities, and any existing easements on the subject property.
 2. Proposed type of fill material and cover material.
 3. Landscaping plan including grasses or groundcover, shrubbery, and tree types specifying the spacing and size of all plantings.
 4. Proposed schedule for all phases of work.
 - (e) Additional information as may be required.
- (6) **DESIGN REQUIREMENTS.**
 - (a) *Location.*
 1. Berms shall not be located within any existing or future public road right-of-way, Village utility easements or drainage easements. Berms shall be located at least 5 feet from a road right-of-way line, and at least 10 feet from a side or rear lot line. The offset requirements from a side or rear lot line may be waived where a berm is being constructed jointly by adjacent property owners. If berm straddles a lot line, a landscape easement shall be recorded and attached as a deed restriction to the property, evidence of owner's agreement and easement to be provided to the Village prior to issuance of an Erosion Control Permit.
 2. Minor berms less than 3 feet high may be located within 5 feet of a road right-of-way line if integral with peripheral edge landscape screening.

3. Berms shall not be constructed to obstruct the view of vehicular traffic for ingress and egress to any public or private road, private driveway, walkway or bike trail.
4. Berms shall not be placed in drainage ways, floodplains, wetlands, or conservancy-zoned areas.
5. Berms shall not be located within any drainage or utility easement.
- (b) *Slope, Shape, Measurement, and Maximum Height.* The vertical height shall be measured from an average of the existing ground grade along both sides of the berm. Berms shall be designed and graded to have an undulating and serpentine shape, and long continuous straight berms may not be acceptable. The width and length of berms shall be measured along their base line or toe of slope. The maximum height of berms shall be determined by the Plan Commission on a case-by-case basis.
- (c) *Landscaping.* Berms shall be covered with at least 6 inches of topsoil, and shall be landscaped with turf or groundcover. In addition, it is recommended that landscape plantings be spaced randomly on the berm to enhance its appearance. Berm maintenance shall be by the owner in perpetuity.
- (d) *Drainage.* All berm construction shall not impede surface water drainage or disturb existing drain tile systems. The provisions of this ordinance shall apply to prevent berms from interfering with surface drainage and public utility easements and drainage easements.
- (e) *Fencing.* Fencing shall not be placed on a berm unless approved by the Plan Commission.
- (f) *Erosion Control.* All berm construction shall adhere to the Village's construction and erosion control ordinance where applicable. The property owner shall obtain an Erosion Control Permit prior to grading activities.
- (g) *Completion.* All berms shall be completed, including all landscaping, in accordance with the schedule approved by the Plan Commission.
- (h) *Approval Conditions.* Approval conditions shall require the applicant to:
 1. Notify the Village when the berm is finally graded, but prior to installing any landscaping to provide for a pre-final inspection of the berm.
 2. Obtain approval from the Plan Commission to modify the berm after completion.
 3. Maintain all road drainage systems, stormwater drainage systems, best management practices and other facilities identified in the berm plan.
- (7) **INSPECTION.** Berms shall be inspected by the Engineering Department and/or the Planning Department. If berm development or berm activities are being carried out without a permit, Village personnel shall enter the land pursuant to the provisions of §§66.122 and 66.123, Wis. Stats.
- (8) **FEES.** Fees referred to in this section shall be the fee for a minor Plan Commission review.
- (9) **GRANDFATHER CLAUSE.** Berms existing prior to the adoption of this amendment that do not comply with the requirements in this amendment shall be considered a nonconforming berm. Such nonconforming berms may be maintained and continued, but any changes or substitutions thereto shall comply with the provisions in this amendment.

17.58, 17.59 RESERVED.

17.60 TREES. (Cr. Ord. #31-02)

- (1) **PURPOSE AND INTENT.** This section establishes policies, regulations, and standards necessary to ensure that the Village of Germantown will continue to realize the benefits provided by its urban forest. The provisions of this chapter are enacted to:

- (a) Establish and maintain the maximum amount of tree cover on public and private lands in the Village of Germantown.
- (b) Maintain trees in a healthy and nonhazardous condition through good arboricultural practices.
- (c) Establish and maintain appropriate diversity in tree species and age classes to provide a stable and sustainable urban forest.

(2) **DEFINITIONS.**

- (a) *Park Trees.* Park trees are herein defined as trees, shrubs, bushes, and all other woody vegetation in public parks having individual names, and all areas owned by the Village, or to which the public has free access as a park.
- (b) *Private Trees.* Any and all trees growing on private property within the Village limits as of or after the effective date of the ordinance from which this section or successful sections derives and which are not defined or designated in this chapter as street trees, park trees, or public trees.
- (c) *Public Nuisance.* Any tree or shrub or part thereof growing upon private or public property which is: interfering with the use of any public area; infected with an infectious pest; or endangers the life, health, safety, or welfare of persons or property can be declared a public nuisance.
- (d) *Public Utility.* Any public, private or cooperatively owned line, facility, or system for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil products, water, waste or stormwater, which directly or indirectly serves the public or any part thereof within the corporate limits of the Village.
- (f) *Street Trees.* Street trees are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, roads, medians, avenues, or ways within the Village. **A Street Tree may function as a Stormwater Tree where specifically selected and installed as a component of a stormwater management plan.**
- (g) *Tree Topping.* The severe cutting back of limbs to stubs larger than 3 inches in diameter with the tree's crown to such a degree as to remove the normal canopy and disfigure the tree.
- (h) *Vision Corner.* The space formed by any 2 existing or proposed intersection street or alley right-of-way lines (property lines) and a line joining points on such lines located a minimum of 15 feet from their intersection. In the case of arterial streets intersection with other arterial streets or railways, the corner cutoff distances establishing the triangular vision clearance space shall be increased from 15 feet to 50 feet.

(3) **VILLAGE COMPREHENSIVE TREE PLAN.** A Comprehensive Tree Plan for the Village of Germantown shall be developed by the Director of Public Works, Parks and Recreation Director, Buildings and Grounds Foreman, Village Planner and Village Forester. The Plan shall be forwarded to the Public Works Committee for its recommendation, and adopted by the Village Board.

(a) *Development of the Tree Plan.*

- 1. It shall be the responsibility of the plan to study, investigate, counsel, and develop and/or update, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets, and in other public places. Such plan will be presented to the Village Board upon their acceptance and approval shall constitute the official comprehensive city tree plan for the Village of Germantown.
- 2. The plan shall consider, investigate, make finding, report, and recommend upon any special matter or question coming with the scope of its work.
- 3. The plan shall consist of a list of desirable trees for the planting along streets in 3 size classes based on mature height: small (under 20 feet), medium (20 to 40 feet), and large (over 40 feet). Lists of trees not suitable for planting will also be included within the plan.

(4) **PLANTING OF TREES ON PUBLIC RIGHT-OF-WAY ALONG ROADS.** The Village shall have jurisdiction, direction, authority, control, and supervision over that part of every street, the grade of which has been established lying between the lot line and the curb, or curb line, and trees on any

property, which may in any way have effect upon public property, and upon the public welfare of the Village of Germantown, and for the planting, care, maintenance, protection and removal thereof. The Village Board shall have the authority to make such rules and regulations as it may deem applicable for carrying out the purpose of this section.

- (a) *Permit Required.* No tree shall be planted on the public right-of-ways within the Village of Germantown until a permit shall first have been obtained by the owner of the property abutting on the frontage thereof, or his authorized agent. Such permit shall be obtained from the Building and Grounds Foreman, and shall be issued only after the Buildings and Grounds Foreman has received a validated application for said permit.
 - (b) *Application for Permit.* Application for the permit shall be obtained from the Village Clerk and validated by the Building and Grounds Foreman or Village Forester. A separate application and a separate permit and a fee are required for each tree intended to be planted.
 - (c) *Compliance with Vision Clearance.* No application shall be validated or permit issued unless the provisions of the Municipal Code of the Village of Germantown requiring vision clearance on corner lots shall have been complied with.
 - (d) *Fee.* Any person, firm, or corporation intending to plant a tree on the public right-of-way shall submit an application for a permit and pay a fee of \$5.00 for each tree to be planted.
 - (e) *Inspection.* The owner/applicant/developer shall provide written notice to the Village of the dates to start and finish planting. An inspection by the Village is to be done 30 days from the finish date.
 - (f) *Specifications.* Applications for street tree permits must comply with the specifications for planting as promulgated by the Village.
- (5) **PLANTING OF TREES ON PRIVATE PROPERTY.** It is hereby declared to be the policy of the Village of Germantown to regulate or control all trees, shrubs, or other like obstructions growing or to be planted in or upon any private premises which shall threaten the lives, health, safety, and welfare of the public or of the property owned or controlled by the Village. It is the intent of the Village that the provisions of this section shall apply to all trees, shrubs, or plants growing or hereafter planted in or upon private property, which threatens the lives, health, safety, and welfare of the public.
- (a) *Planting and Maintaining.* No person shall maintain, plant, or permit to remain on any private premises situated at the intersection of 2 or more streets or alleys in the Village any hedge, tree, shrub, or other like obstruction within the vision corner of any street or alley intersection, which may obstruct the view of the operator of any motor vehicle approaching such intersection, to the extent that such operator is unable to observe other vehicles or pedestrians approaching or crossing said intersection. Any such hedge, tree, shrub, sign, or other like obstruction is hereby declared to be a public nuisance.

Specifically, it must be 2½ feet and 10 feet above the mean curb grades within the triangular space formed by vision corner.
 - (b) *Failure to Remedy Public Nuisance.* If the owner of such premises shall fail to remedy the situation upon receipt of a 30-day written notice, either personal or by publications, from the Village, the Village shall treat or remove such obstruction or part thereof as hereinafter provided and the expense thereof shall be a charge against the property upon which the tree or shrub is located.
 - (c) *Removal of Hazardous Trees.* Any tree or part thereof which the Village, upon examination, shall find to be infected or hazardous so as to be injurious or to endanger the public or shall be injurious to sewers, curbs, sidewalks, or other public improvements, if growing upon a private premises shall be removed by the property owner. If the owner shall fail to remedy the situation upon receipt of a 14-day written notice, either personally from the Village, or by publication in the Villages newspaper, the Village shall treat or remove such tree or part thereof. The Village shall keep a record of the labor and cost of treatment or removal of the tree or part thereof and charge the same against the property owner or owners and the cost thereof shall be entered as an assessment against the property.

Any property owner given a notice as heretofore provided may, by a written notice to the Village within 7 days of the notice, postpone the treatment or removal of the tree or part thereof by the Village, and he shall have the right to appeal the order to the Board of Appeals. No damage shall be awarded to any property owner for the destruction of a tree or a part thereof pursuant to this section.

- (d) *Delay of Interference.* No person shall delay or interfere with the Village Board or any of the Village employees following lawful directions of the Board in compliance with orders heretofore stated.

(6) MAINTENANCE OF STREET TREES.

- (a) *Trimming, Pruning and Corner Clearance.* Every owner of any tree overhanging any street or right-of-way within the Village shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of 14 feet above street surface or 10 feet above the sidewalk surface. Said owners shall remove all dead, diseased, or dangerous trees, or broken or decayed limbs, which constitute a menace to the safety of the public. The Village shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street light, or interferes with visibility of any traffic control device or sign or sight triangle at intersections. Tree limbs that grow near high voltage electrical conductors shall be maintained clear of such conductors by the electric utility company of jurisdiction in compliance with any applicable franchise agreements.
- (b) *Tree Topping.* It shall be unlawful as a normal practice for any person, firm, or Village department to top any street tree or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this section at the determination of the Village Forester.
- (c) *Removal of Stumps.* All stumps of street and park trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground.

- (7) **DEAD OR DISEASED TREE.** The Village shall have the right to cause the remedy or removal of any dead or diseased trees on private property within the Village, when such trees constitute a hazard to life and property, or harbor insects or disease, which constitute a potential threat to other trees with the Village.

The Director of Public Works or Village Forester shall notify in writing the owners of such trees. Removal or corrective action shall be done by said owners at their own expense not more than 30 days of the receipt of notice, as determined by the Village Forester based on the seriousness of the tree's condition, and the danger to public safety. In the event of a failure of owners to comply with such provisions, the Village shall have the authority to remove such trees and charge the cost of removal on the owner's property tax notice. The Village must be sure that the tree is diseased before removal.

It shall be unlawful for any person to carry or transport into the Village any trees, logs, or branches known to be affected with any communicable disease or insect, which may affect trees. Any such material brought in the Village shall be disposed of by the parties responsible for bringing the diseased or infected trees, logs, or branches into the Village in the manner and in a location designated by the Director of Public Works or Village Forester.

- (8) **ADJACENT LANDOWNER RESPONSIBILITY.** No person shall remove, trim, cut roots, or disturb any public tree on any street, park, or other public place without a permit. The person receiving the permit shall abide by the standards set forth in this ordinance and by the Village Forester.
- (9) **APPEALS.** Any person who receives a determination or order from the Village and objects to all or any part thereof may appeal to the Tree Board within 7 days of receipt of the order, and the Board shall hear such appeal within 45 days of receipt of written notice of the appeal. After such hearing, the Board may reverse, affirm, or modify the order of determination appeal. The grounds for its decision shall be stated in writing. The Board shall by letter notify the party appealing the order or determination

of its decision within 10 days after the hearing has been concluded and file its written decision with the Village Clerk.

- (10) **SEVERABILITY.** If any provision of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not invalidate any other provision of this section.
- (11) **INTERFERENCE WITH VILLAGE.** It shall be unlawful for any person to prevent, delay, or interfere with the Village, or any of its agents, while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or trees on private grounds, as authorized by this section.
- (12) **PENALTY.** Any person violating any provision of this section shall be, upon conviction or a plea of guilty, subject to a fine not to exceed those provided in section 18 [sic] of the Municipal Code.

	Total Fine
1st Offense	\$ 250.00/day until corrected
2nd Offense	\$1,000.00/day until corrected

17.61 HOME OCCUPATIONS AND PROFESSIONAL HOME OFFICES. (Cr. Ord. #24-07)

(1) **PURPOSE AND INTENT.**

- (a) The purpose of this section is to establish the requirements and criteria for permitting the use of and/or activities from residential dwellings located in residential and agricultural zoning districts for home-based occupations, businesses, professions, or trades where such uses and activities are:
1. Accessory and subordinate to the primary residential or agricultural use of the property;
 2. Conducted in a manner that is compatible with the residential premises and agricultural zoning districts within such residential premises are located; and
 3. Not detrimental to the residential character, appearance and livability of the surrounding properties and neighborhood within which such uses and activities are to be conducted.
- (b) With respect to existing nonconforming residential dwellings and properties located in commercial or industrial zoning districts, the provisions of this article apply only to the extent that such occupations or businesses are accessory and subordinate uses and are not a principal or conditional use that may be allowed in those districts through the site plan review and/or conditional use permitting procedures specified in the Zoning Code.

(2) **DEFINITIONS.** The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *Home Occupation* means a business, occupation, profession or trade use or activity conducted for financial gain or profit on a reoccurring basis within or from a residential dwelling and/or accessory building by one or more occupants residing in the dwelling where the conduct of such use or activity is clearly incidental and subordinate to the primary or principal use of the dwelling and property for residential purposes, and, does not change the residential character or appearance of the dwelling or accessory building.

- (b) *Professional Home Office*, for purposes of this section, shall be the same as a home occupation. See definition of "home occupation".
 - (c) For purposes of this section, "nonresident employee" shall mean an employee of a home occupation who does not reside on the property from which the home occupation is operated. (Cr. Ord. #18-09)
- (3) **HOME OCCUPATION CLASSIFICATIONS.** A home occupation shall be classified as either a minor or major home occupation based on the specific characteristics of and activities associated with the home occupation. The determination as to whether a home occupation is to be classified as a minor or major home occupation shall be made by the Village Planner/Zoning Administrator as set forth in this section.
- (a) *Minor Home Occupation.* Minor home occupations are occupations that, by their nature, appearance and inherent operational activities and characteristics, are potentially less intensive and less likely to have a noticeable and negative impact on the residential or agricultural character of the subject property and surrounding neighborhood. Minor home occupations are allowed "by right" as a permitted accessory use. Minor home occupations are allowed in the following agricultural and residential zoning districts:
 1. A-1, A-2.
 2. Rs-1, Rs-2, Rs-3, Rs-4, Rs-5, Rs-6, Rs-7, Rd-2, Rm-1, Rm-2, Rm-3.
 3. B-3.
 - (b) *Major Home Occupation.* Major home occupations are occupations that, by their nature, appearance and inherent operational activities and characteristics, are potentially more intensive in character and activity and are, therefore, more likely to have more noticeable and potentially negative impacts on the residential or agricultural character of the subject and surrounding properties. Major home occupations are allowed as a conditional use and require the granting of a conditional use permit by the Village Board. Major home occupations are only allowed in the following agricultural and larger lot, lower density residential zoning districts:
 1. A-1, A-2.
 2. Rs-1, Rs-2 and Rs-3. (Am. Ord. #18-09).
 3. B-3.
- (4) **GENERAL REQUIREMENTS AND PERFORMANCE CRITERIA.** All home occupations, including those classified as both minor and major home occupations, shall comply with all of the following requirements prior to or as a result of compliance with any conditions of approval required for issuance of a home occupation permit:
- (a) All applicable State, Federal and local business and/or occupational licenses and any other approvals required shall be obtained as necessary and kept up-to-date throughout the duration of the home occupation. All activities associated with a home occupation and the residential dwelling, accessory building, structure, and overall property from which such home occupation is being conducted shall comply with all local, county, and state building, fire, sanitary, health and other applicable requirements and regulations including homeowner's association, subdivision and other recorded property restrictions and covenants. Noncompliance with any applicable requirement and/or regulations may be grounds for issuing a notice of zoning code violation, denial of a home occupation permit application, or revocation of a home occupation permit.
 - (b) The owner/proprietor of a home occupation shall be responsible for notifying the Village Planner/Zoning Administrator of any changes in the conduct of the home occupation that are different from that included in the description provided as part of the application or from any conditions or restrictions imposed as part of the permit. Such changes may result in the need for reclassification of the home occupation.
 - (c) The owner/proprietor of a home occupation shall reside in the dwelling from which the home occupation is being conducted.

- (d) Activities associated with a home occupation shall not generate any traffic, parking, solid or liquid waste, water consumption, noise, vibrations, smoke, dust, odor, heat, glare, disturbance or interference with the provision of electrical, television or other utility services, or create any safety hazards exceeding those which are typically and customarily produced by and/or associated with a residential dwelling and residential uses in the zoning district and surrounding neighborhood within which the subject property and home occupation is located.
- (e) The total area used to conduct activities associated with a home occupation shall not exceed one-third of the total gross floor area of the residential dwelling, including basements or other similar areas.
- (f) The residential dwelling, accessory buildings and structures, and overall property shall remain residential in character and appearance that are typical and customary for residential property located in the zoning district within which the home occupation is located. Structural and other alterations and alterations in the exterior or interior appearance that will make the dwelling, buildings, and/or the site appear or function similar to a commercial operation are prohibited. Prohibited alterations may include, but not be limited to the creation of a separate or exclusive entrance for business purposes, use of signage or other advertising other than that allowed as set forth in this section and commercial-like exterior lighting.
- (g) Wholesale or retail sales from within a residential dwelling, accessory building or structure, or from a residential property on a regular or year round basis, or in a substantial volume, or as a primary activity or function of the home occupation shall be prohibited except for sales conducted entirely via the mail, telephone or internet. No goods or products intended for sale shall be displayed outside of a dwelling, accessory building or structure, or elsewhere on the property. This provision is not intended to limit or prohibit "rummage sales" as defined and regulated under [section 17.70](#) of the Zoning Code nor the occasional and/or seasonal sale, resale or purchase of goods or products from a residential or agricultural property nor the occasional sale of items, e.g., Amway, Avon, Tupperware, Schwanns, etc., or the occasional conduct of home-based parties or gatherings where friends, family and other nonresident attendees are asked to sit through presentations or view products for purchase.
- (h) Truck deliveries or pick-up of supplies or products associated with a home occupation shall be limited to the type of vehicles and pick-up/delivery hours that are typical and customary for residential dwellings and uses located in the zoning district within which the home occupation is located.
- (i) In order to ensure that a home occupation does not become a nuisance to the surrounding properties and property owners, the Village Planner/Zoning Administrator, Plan Commission, and Village Board may impose reasonable conditions as deemed necessary and made part of a home occupation permit (if applicable) to protect the health, safety and welfare of such properties, property owners, and general public.
- (j) Multiple home occupations may be permitted from a single residence provided that the general requirements and specific performance criteria set forth in this section can be met based on an accumulation of the activities, characteristics, etc., of all home occupations conducted from such dwelling.
- (k) Except as otherwise provided in [section 17.46](#) of the Zoning Code, the use of exterior signs shall be limited to one sign not greater than 3 square feet in area, mounted to the residential dwelling, and if illuminated, internally illuminated or illuminated with a full cut-off fixture where the light source is completely shielded from view from adjacent property and public roads. If the residential dwelling is set back more than 100 feet from the abutting public road or otherwise obstructed from view due to topography or landscaping, the area of the sign may be increased up to 6 square feet, or, not greater than 2 square feet in area but allowed to be located at the driveway access along the property line.
- (l) Owners/proprietors of a "major" home occupation shall permit a reasonable inspection of the premises by the Zoning Administrator, Village Board, or other duly authorized agent of the Village Board or other agency having jurisdiction or responsibility for enforcing applicable laws,

requirements, and regulations at the time of application or after the home occupation has commenced operation in order to determine compliance with the requirements of this article and/or the conditions of the permit.

- (m) Reserved.
- (n) All major home occupation permits shall be deemed valid for a period of time not to exceed 4 years unless:
 - 1. Otherwise provided for as a condition of the approval of the permit;
 - 2. If changes occur in the activities or character of the home occupation being conducted that warrant additional review and approval by the Village Planner/Zoning Administrator, Plan Commission or Village Board;
 - 3. The provisions of subsection (4)(n) or (o) apply.
- (o) Whenever the Village Planner/Zoning Administrator or Village Board has reasonable cause to believe that any of the general or specific requirements and/or performance criteria set forth in this article, or, that conditions imposed as part of the home occupation or conditional use permit are being or have been violated, the Village Planner/Zoning Administrator or Village Board shall have the right to issue a notice of zoning code violation and pursue appropriate remedies, or, revoke or modify the home occupation permit, including but not limited to, imposing stricter conditions upon operation of the home occupation and/or owner/proprietor.
- (p) The granting of a home occupation permit shall not constitute a covenant running with the property from which such home occupation is being conducted. A home occupation permit shall not be transferable to another property and shall automatically and immediately terminate and become null and void upon the sale, lease, or transfer of the property to a party different than to whom the home occupation permit was originally granted.
- (q) Failure to comply with the provisions of this article, including failure to obtain a home occupation permit as provided for herein, shall constitute a violation of the Village Zoning Code and be subject to the penalties set forth therein.

(5) SPECIFIC REQUIREMENTS AND PERFORMANCE CRITERIA.

- (a) Minor home occupations shall comply with all of the following performance criteria:
 - 1. Activities associated with a home occupation shall be conducted entirely within a residential dwelling (including an attached garage, or one detached garage when no attached garage exists);
 - 2. The display, storage or parking of materials, goods, supplies or equipment outside of the dwelling or within an accessory building (excluding an attached garage) is prohibited; and
 - 3. The number of part-time or full-time nonresident employees working upon the residential property for which a home occupation permit has been granted shall not exceed the following:
 - a. Two nonresident employees for home occupations in the Rs-1, Rs-2 or Rs-3 Zoning Districts;
 - b. One nonresident employee for home occupations in the Rs-4, Rs-5, Rs-6 or Rs-7 Zoning District.
 - c. No nonresident employees in the Rd-2, Rm-1, Rm-2, Rm-3, or B-3.
- (b) Major home occupations shall comply with all of the following performance criteria:
 - 1. Activities associated with a home occupation shall be conducted entirely within the residential dwelling and/or in an enclosed accessory building or structure;
 - 2. The display, storage or parking of materials, goods, supplies, or equipment outside of the dwelling is permitted in an enclosed accessory building, or in the side or rear yard of the

subject property provided the yard area used for such display, storage or parking is completely screened from view from all public streets and adjacent property. Screening shall be accomplished through the use of natural landscaping materials (i.e., trees, plants, berms, rocks), or, a combination of natural landscaping and other manmade or fabricated screening materials (e.g., fencing, etc.) provided that all screening shall be instantaneous and continuously maintained; and (Am. Ord. #18-09)

3. The number of part-time or full-time nonresident employees working upon the premises for which a home occupation permit has been granted shall not exceed the following: (Am. Ord. #18-09)
 - a. Five nonresident employees for home occupations in the Rs-1 Zoning District;
 - b. Two nonresident employees for home occupations in the Rs-2 or Rs-3 Zoning Districts.

(6) HOME OCCUPATIONS PROHIBITED.

- (a) Any occupation involving the repetitive purchase and resale, exchange, production, refinement, packaging or handling of explosives, or hazardous materials or substances, as defined pursuant to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §960, as amended by the Superfund Amendments and Reauthorization Act (SARA), and including any judicial interpretation thereof by any person who devotes time or attention to such items as a regular or part-time course of trade or business with the objective of livelihood or principle means of profit is prohibited. (Am. Ord. #3-12)
- (b) Any home occupation involving the on-site sale, resale, repair of automobiles, trucks, boats, trailers, or other motorized vehicles is prohibited.

(7) APPLICATION PROCEDURES.

- (a) Application for a major home occupation permit shall be made to the Village Planner/Zoning Administrator on a form provided by the Administrator and shall be accompanied by all supporting information required therein and an application fee established by the Village Board for such permits.
- (b) The Village Planner/Zoning Administrator shall make a determination as to whether a home occupation qualifies as a major home occupation within 20 days after the date the application has been received. In the event that the Administrator determines that the home occupation for which an application has been received does not conform to one or more of the general requirements and performances criteria, the Administrator has the right to deny the application.
- (c) Minor home occupations are allowed as an accessory use by right and do not require the issuance of a permit.
- (d) An application for a home occupation that has been determined to be a major home occupation shall be reviewed and processed as a conditional use permit as set forth in [section 17.42](#) of the Village Zoning Code.
- (e) Copies of all major home occupation applications shall be forwarded to the appropriate Village, County, State, and Federal agencies for review and comment concerning applicable laws, regulations, and requirements and whether or not a proposed occupation complies with such laws, regulations, or requirements, or under what conditions compliance can be met.
- (f) Variances from the provisions of this article or an appeal of any decision of the Zoning Administrator, Plan Commission or Village Board shall be processed and considered by the Board of Zoning Appeals as set forth in [section 17.52](#) of the Village Zoning Code.
- (g) The owner/proprietor of all existing major home occupations already being conducted from residential and agricultural property on the effective date of this article shall have a period of 6 months from the effective date to apply or reapply for the necessary home occupation permit required under this section. The owner/proprietor of any such home occupation may continue to conduct such occupations pending final action by the Administrator and/or Village Board on his home occupation permit application. If the Administrator or Village Board denies a home

occupation permit application for a major home occupation being conducted on the effective date of this article, the conduct of such home occupations shall cease within 3 months from the date such application is denied.

17.62—17.69 RESERVED.

17.70 RUMMAGE SALES. (Cr. Ord. #38-04)

- (1) **PURPOSE AND INTENT.** This section establishes policies, regulations, and standards for the acceptable operation of estate, yard, rummage or garage sales, within the Village. Failure to comply with the provisions of the section will subject the property owner or occupant to penalties, and possible enforcement action for the creation of a public nuisance under Village Code [section 10.06](#)
- (2) **DEFINITIONS.**
 - (a) *Rummage/Garage Sale.* Any sale of personal property conducted on any residentially zoned property within the Village, irrespective of what the sale is designated as by the seller, e.g., estate, yard, rummage, garage, etc.
 - (b) *Personal Property.* Any property, other than real estate, which is acquired in the course of living in or maintaining a dwelling unit.
- (3) **RESTRICTIONS.**
 - (a) It shall be unlawful for any person or entity to dispose of personal property by rummage/garage sale on more than 6 calendar days, whether or not consecutive, within any calendar year.
 - (b) It shall be unlawful for any person or entity to hold or permit to be held a rummage/garage sale during the hours of 8:00 p.m. to 8:00 a.m. on any day.
 - (c) It shall be unlawful for any person or entity to sell, offer or display for sale items other than personal property at a rummage/garage sale.
- (4) **SIGNS.** Signs pertaining to rummage sales regulated by this section shall not require a sign permit under [section 17.46](#). Any such sign shall be unlighted, not more than 4 square feet in size, and may only be displayed on a day on which the rummage/garage sale is being conducted. All signs must be located on private property.
- (5) **PENALTY.** Any person or entity who shall violate any provision of this section, or any regulation, rule or order made hereunder, shall be subject to a penalty as provided in Village Code [section 17.55](#)

FOOTNOTE(S):

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Cross reference— Historic preservation, Chapter 26. [\(Back\)](#)

State Law reference— Zoning, Wis. Stats. §§ 61.35, 62.23. [\(Back\)](#)

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: August 7, 2023

PLACEMENT: Action Item

ITEM TITLE: Briohn Building Corporation, Agent for Golden Pet Manufacturing and Goldendale Road IV LLC, Property Owner - W206 N12880 Gateway Court. Certified Survey Map (CSM) to combine/redivide parcels necessary to accommodate a 129,000 sqft facility expansion.

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

SUMMARY EXPLANATION:

Briohn Building Corporation, agent for the property owner and Golden Pet Manufacturing, is requesting approval of a Certified Survey Map (CSM) to combine the existing 14.2-ac Golden Pet property with a 3.5-ac storm basin parcel to make way for a 129,000 sqft expansion to the existing office & manufacturing facility located at W206 N12880 Gatewood Court in the Holy Hill Gateway District (TID#8).

Golden Pet Manufacturing, a subsidiary of the Golden Hippo family of health, beauty and pet care product brands headquartered in Woodland Hills, CA, specializes in the production of freeze-dried pet food and treats. In September 2021, plans were approved for the original 172,500 sqft facility with an anticipated future expansion. Subject to Village Board approval of the CSM, the Plan Commission has conditionally approved plans for an expansion comprised of building additions on three sides: 41,314 sqft on the south, 82,533 sqft on the north, and 5,300 sqft on the west. The CSM is required to combine the two abutting parcels to accommodate the proposed building expansion to the north. The existing storm basin will be reduced in area and a new storm basin constructed on a separate parcel to the west.

ATTACHMENT:

1. Golden Pet CSM for VB 8-7-23

RECOMMENDATION:

ACTION BY Committee:

At their July 10 meeting, the PLAN COMMISSION made a recommendation to APPROVE the proposed Certified Survey Map (CSM) subject to one (1) condition:

1. All technical issues and corrections identified by the Village Surveyor (see June 22, 2023 memo from Burt Naumann, GRAEF) shall be addressed and reflected in a revised CSM reviewed and approved by Village staff prior to recording.

NOTE: The CSM has been revised to make the necessary corrections required by the Village Surveyor and is ready for signatures and recording.

CERTIFIED SURVEY MAP (CSM) & SITE PLAN APPLICATIONS

7/10/23 Plan Commission Meeting

Briohn Building Corporation / Goldendale Road IV LLC

Village Planner Report

Germantown, Wisconsin

Summary

Briohn Building Corporation, agent for Goldendale Road III IV LLC, property owner, and Golden Pet Manufacturing, is requesting approval of a Certified Survey Map (CSM) and Site Development and Building Plans for a 129,147 sqft addition to the existing office & manufacturing facility located at W206 N12880 Gatewood Court in the Holy Hill Gateway District.

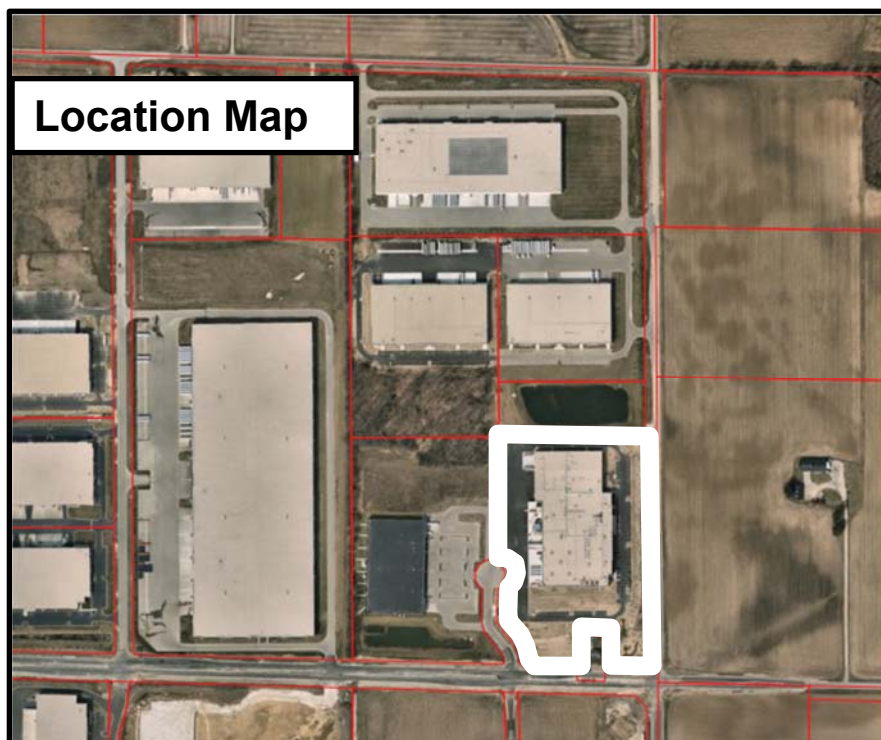
Location: W206 N12880 Gatewood Court

Agent/

Property Owner: Caitlin LaJoie Dickman Development LLC
Briohn Design Group LLC Goldendale Road IV LLC
3885 N Brookfield Rd 626 E Wisconsin Ave
Brookfield, WI 53045 Milwaukee, WI

Current Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Agricultural	M-1
South	Residential / Industrial	Rs-4 / M-1
East	Agricultural / Residential	A-1
West	Industrial	M-1



Proposal

Briohn Building Corporation, agent for Goldendale Road III IV LLC, property owner, and Golden Pet Manufacturing, is requesting approval of a Certified Survey Map (CSM) and Site Development and Building Plans for a 129,147 sqft addition to the existing office & manufacturing facility located at W206 N12880 Gateway Court in the Holy Hill Gateway District.

Golden Pet Manufacturing, a subsidiary of the Golden Hippo family of health, beauty and pet care product brands headquartered in Woodland Hills, CA, specializes in the production of freeze-dried pet food and treats.

In September, 2021, the Plan Commission approved site development & building plans for the original 172,500 sqft manufacturing facility. At that time, the operation was expected to have a total of 150 employees and operate 24 hours per day, 7 days per week. The plans that were approved provided for an additional future 28,400 sqft to the south.

At this time, the applicant is requesting approval of site development and building plans for a 129,147 sqft production area expansion comprised of building additions on three sides (as shown on sheet C1.0): 41,314 sqft on the south, 82,533 sqft on the north, and 5,300 sqft on the west. Overall the expansion will include the following features:

Site/Building Improvements

- No changes to two (2) access drives off Gateway Court
- 170 total parking stalls (additional & relocated)
- (8) additional truck docks with overhead doors
- Insulated pre-cast concrete panels with vertical and horizontal reveals
- Painted IMP cooler/freezer panels on the west addition to accommodate the interior use of this area
- Windows for the office area and overhead canopies over the entrances on the east façade (along Goldendale Road)
- Façade painting using (3) different earthtone colors to match the existing building
- Roof top units (RTU's) will be screened using parapet walls 5-6 feet on average (see sight vision diagrams)
- Undulating berm with a variety of landscaping plants/trees along the east and south property lines (Goldendale Road & Holy Hill Road)
- Foundation Plantings on the east façade
- Relocated storm water basins

Access & Parking

Access to the site will continue to be from Gateway Court. There will be two access drives – the northern drive will be used primarily for truck traffic, and the southern drive will be for employees and visitors. No changes to access are proposed.

The existing site has a total of 162 car parking stalls including 10 ADA compliant stalls located to the south and to the east of the building. As part of the facility expansion, the parking stalls on the south side of the building will be relocated to the east side of the building with additional stalls constructed for a new total of 170 parking stalls.

Utilities

Village water and sanitary sewer utilities serve the site from the west, north of the Gateway Court cul-de-sac. Existing sanitary sewer and water (including fire hydrants) lines in place where the north addition is proposed will be removed and relocated around the north side of the building addition.

Storm Water Management

The subject property will continue to be served by two existing stormwater ponds located immediately to the north of the proposed development and to the southwest of the Dielectric Manufacturing building. However, because the proposed building addition on the north side will extend into the area occupied by the existing storm basin, a new storm basin is being created west of the Golden Pet property on other property owned/managed by the owner, Goldendale Road III LLC (Dickman Development). The new storm basin will be in a portion of the wooded area on the south side of the multi-tenant industrial building referred to as the “Dickman 3” building. A portion of the existing basin immediately north of the proposed building addition will be reconfigured with existing storm sewer relocated to serve the existing Dickman 2 & Dickman 3 industrial buildings, as well as the north part of the Golden Pet site. Additional runoff from the south and west building additions will be routed to the existing Dielectric storm basin to the south along Holy Hill Road.

Upon full build-out of the additions, the 17.6 acre site will contain 70% impervious surface and 30% open/green space. The proposed development will meet the 80% maximum requirement for impervious surface on a site in the M-1 Limited Industrial District.

Landscaping & Buffering

As shown on Sheet C2.0 (Grading Plan) and Sheet L1.0 (Landscape Plan), the same pattern of berming and landscaping will be continued along Goldendale Road in the vicinity of the north building addition using new and/or transplanted plantings from the site. A variety of additional trees and shrubs will be planted around the new/reconfigured storm basins and along Goldendale Road. Deciduous shade trees will line the parking lot on the east and relocated along the south side of the property to buffer the south addition from the existing residential property. Foundation plantings are also shown on the landscape plan along the east façade of the north and south building additions.

Lighting

Exterior lighting on the subject property will include:

- (4) additional for a total of (13) 105W LED 5000K (cool) cut-off wall building-mounted fixtures at a height of 22’ on the north and south building facades
- (7) additional for a total of (15) 105W LED 5000K (cool) cut-off wall building-mounted fixtures mounted at a height of 14’ on the east and north building façades;
- (8) additional for a total of (20) 150W LED 5000K (cool) cut-off wall building-mounted fixtures mounted at a height of 22’ on the west building façade, near the loading docks;
- (3) additional for a total of (23) 150W LED 5000K (cool) cut off pole-mounted fixtures at a height of 22’ located along the outer edge of the parking and loading dock areas.

Motion sensors have been added

Signage

No changes to the existing signage are proposed.

Certified Survey Map (CSM)

A CSM is required to combine two abutting parcels to accommodate the proposed building expansion to the north:

1. Lot 2 of CSM #6897 (14.19 ac) Golden Pet parcel
2. Outlot 1 of CSM #6930 (3.45 ac) storm basin parcel

Staff CommentsCommunity Development Department: Planning & Zoning

Chapter 17.45 of the Village Code provides a guideline formula of 1 space per 500 square feet of manufacturing and processing plants, laboratories, and warehouses as a minimum. In this case, a minimum of 603 parking spaces would be recommended for a 301,650 sqft facility. The applicant believes that the proposed number of stalls 170 will be sufficient for the proposed operation, as the number of stalls exceeds the anticipated number of employees, which will be spread out over three works shifts.

With respect to exterior lighting, the original approval granted by the Plan Commission required the exterior building mounted wall packs on the south and north elevations to not exceed a height of 14 feet with all lighting controlled by motion sensors during third shift hours. It is unclear if these requirements have been met. As far as the proposed building additions are concerned, the lighting plan (Sheet E1.0) indicates that building mounted lights on the north elevation will be mounted at 14 feet, but the lights on the south elevation to be mounted at 22 feet. This needs to be changed to match the original requirement of approval by the Plan Commission.

Community Development Department: Building Inspection

Inspection Services has indicated that the submission of state-approved plans will be required prior to issuing a building permit along with the required \$20,000 occupancy bond.

Public Works/Engineering/Utilities

The Village Public Works Director and consulting engineering staff have identified a few minor plan corrections (see attached June 26, 2023 Public Works Director memo) and requirements pertaining to storm water management, grading, and utilities that will need to be addressed/corrected prior to issuance of any building permits.

The Village surveyor has identified a series of minor corrections in a June 22, 2023 memo (attached) that will need to be corrected prior to recording the CSM.

Also, the Village's Wastewater Utility Superintendent, Tim Zimmerman, is recommending that no building permits be issued until: (1) the Owner/Applicant has paid, pursuant to Sec. 15.07(2) of the Municipal Code, all sanitary sewer connection fees, including any outstanding as a result of the initial building on the property, required by the Village of Germantown; and (2) the required MMSD/DNR wastewater discharge Notice of Intent (NOI) application for the proposed building addition has been submitted to and accepted by the Village, MMSD and the DNR.

Finally, the Owner/Applicant should coordinate with the Village Wastewater Utility and MMSD to determine if the Golden Pet facility meets the MMSD's definition of "significant industrial user" and, if so, obtain and/or meet all necessary discharge permits and requirements that apply.

Village Forester

The Village Forester has reviewed and approved the proposed landscape plan.

VILLAGE STAFF RECOMMENDATION

APPROVE the site development and building plans for the proposed 129,147 sqft expansion to the Golden Pet Manufacturing facility located at W206 N12880 Gatewood Court in the Holy Hill Gateway District subject to the following conditions (that are in addition to those contained in the original approval granted by the Plan Commission on September 13, 2021):

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 said plan sheets are revised pursuant to revisions required under the specific conditions of approval included by the Plan Commission:
 - a. Architectural plan set dated May 30, 2023
 - b. Civil Engineering plan dated May 30, 2023
 - c. Landscaping plan dated June 2, 2023
 - d. Lighting Plans dated May 30, 2023
2. If the actual height of any roof top units exceeds the height of those shown on the diagram, a revised screening plan and sight line diagrams shall be submitted to the Village Planner for review and approval. Additional screening measures may be required.
3. 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.
4. State agency (DSPA) approved plans and a \$20,000 occupancy bond are required by Inspection Services at the time of building permit application. The Village of Germantown is an authorized delegated agent of DSPA to provide all commercial plan review and inspection services through SAFEBuilt of WI and the Village of Germantown.
5. All technical issues and plan corrections identified by the Village Engineer and Public Works Department staff (see June 26, 2023 memo from the Public Works Director) shall be addressed and reflected in revised plans and/or supplemental information reviewed and approved by Village staff prior to issuance of a building permit.

-
6. Exterior building mounted, wall pack lighting shall not be mounted at a height greater than 14 feet above the finished grade on the south and north building elevations. A revised lighting plan sheet shall be revised to reflect this requirement submitted to the Village Planner for review and approval prior to issuance of a building permit.
 7. Building permits needed for the building addition shall not be issued until: (1) the Owner/Applicant has paid, pursuant to Sec. 15.07(2) of the Municipal Code, all sanitary sewer connection fees, including any outstanding as a result of the initial building on the property, required by the Village of Germantown; and (2) the required MMSD/DNR wastewater discharge Notice of Intent (NOI) application for the proposed building addition has been submitted to and accepted by the Village, MMSD and the DNR.
 8. The Owner/Applicant shall coordinate with the Village Wastewater Utility and MMSD to determine if the Golden Pet facility meets the MMSD's definition of "significant industrial user" and, if so, obtain and/or meet all necessary discharge permits and requirements that apply.

APPROVE the proposed Certified Survey Map (CSM) subject to the following conditions:

9. All technical issues and corrections identified by the Village Surveyor (see June 22, 2023 memo from Burt Naumann, GRAEF) shall be addressed and reflected in a revised CSM reviewed and approved by Village staff prior to recording.

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 6897 AND
 OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 6930, IN THE SOUTHEAST 1/4
 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20
 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

- - INDICATES 1" IRON PIPE SET
 ○ - INDICATES IRON PIPE FOUND

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

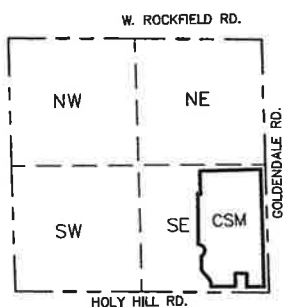
ALL BEARINGS SHOWN ARE REFERENCED TO EAST LINE OF THE SE 1/4 OF SECTION 7, T9N, R20E, WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE (NAD 83/2011), AND ALL BEARINGS ARE REFERENCED TO GRID NORTH. BEARING N 01°35'36" W

NOTE:

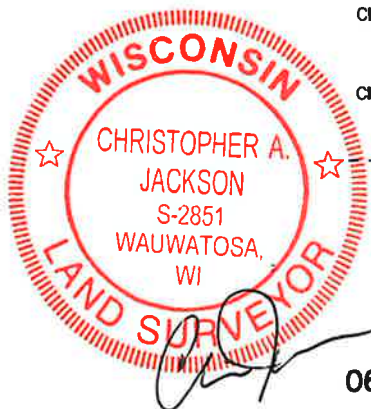
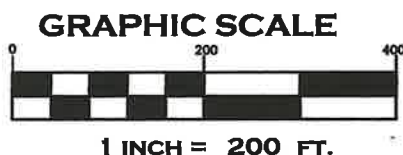
1. NO DIRECT ACCESS TO GOLDENDALE RD
AND TO HOLY HILL RD.

PREPARED BY:
CHRISTOPHER JACKSON, PLS
CJ ENGINEERING, LLC
9205 W. CENTER ST. #214
MILWAUKEE, WI 53222
(414) 443-1312

PREPARED FOR:
GOLDENDALE ROAD II, LLC AND
GOLDENDALE ROAD IV, LLC
626 E WISCONSIN AVE. #1200
MILWAUKEE, WI 53202
(414) 271-6100



LOCATION MAP
SE 1/4 OF SEC. 7-9-20
1" = 2000'



06-30-23

NE CORNER OF THE SE ¼
OF SECTION 7 T9N, R20E
CONCRETE MONUMENT
W/ BRASS CAP FOUND
N 463,729.94
E 2,489,471.00

NORTH

LOT 3
OF CSM 6930

N88°24'24"E (REC. N 88°24'20" E)
633.12'

LOT 2
OF CSM 6930

(REC. N 88°24'20" E)
N88°24'24"E
26.28"

LOT 1
766,490 S.F.
17.596 AC.

LOT 1
OF CSM 6897

30' UTILITY EASEMENT

N 00°19'20" W (REC. SOUTH)

3'-0" **GATEWAY COURT**

SOUTH LINE OF THE SE 1/4 OF SECTION 7-9-20 N 89°41'38" W

HOLY HILL ROAD

SE CORNER OF THE SE ¼
OF SECTION 7 T9N, R20E
CONCRETE MONUMENT W/
BRASS CAP FOUND
N 461,097.19
E 2,489,544.28

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

PAGE 1 OF 4

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 6897 AND OULTOT 1 OF CERTIFIED SURVEY MAP NO. 6930, IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

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

THAT I HAVE SURVEYED, MAPPED AND DIVDED REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 6897 AND OULTOT 1 OF CERTIFIED SURVEY MAP NO. 6930, IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

CONTAINING: 766,490 SQUARE FEET OR 17.596 ACRES

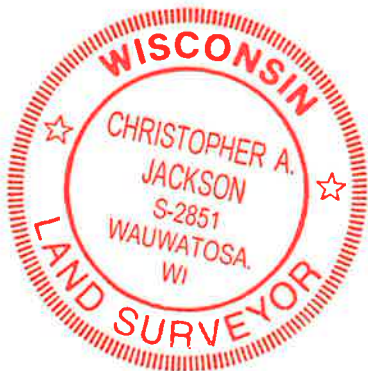
THAT I HAVE MADE SUCH SURVEY, MAP AND LAND COMBINATION BY THE DIRECTION OF GOLDENDALE ROAD II, LL. AND GOLDENDALE ROAD IV, LLC, OWNERS OF SAID LAND.

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 CHAPTER 18 OF THE VILLAGE OF GERMANTOWN SUBDIVISION CONTROL ORDINANCE IN SURVEYING, DIVIDING, MAPPING AND DEDICATING THE SAME.

DATED THIS 30TH DAY OF JUNE, 2023.


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. 6897 AND OULTOT 1 OF CERTIFIED SURVEY MAP NO. 6930, IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

OWNER'S CERTIFICATE

GOLDENDALE ROAD II, LLC AND GOLDENDALE ROAD IV, LLC, LIMITED LIABILITY COMPANIES EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANIES CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP.

IN WITNESS WHEREOF, GOLDENDALE ROAD II, LLC AND GOLDENDALE ROAD IV, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY SAMUEL M. DICKMAN, MANAGER, THIS _____ DAY OF _____, 20__

GOLDENDALE ROAD II, LLC
SAMUEL M. DICKMAN, MANAGER

GOLDENDALE ROAD IV, LLC
SAMUEL M. DICKMAN, MANAGER

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20__, SAMUEL M. DICKMAN, TO ME KNOWN TO BE THE MANAGER OF GOLDENDALE ROAD II, LLC AND GOLDENDALE ROAD IV, 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__

CONSENT OF CORPORATE MORTGAGEE

Old National Bank, F/K/A First Midwest Bank, mortgagee of some or all of the above described land, does hereby consent to the surveying, dividing and mapping of the land described in the forgoing affidavit of Christopher A. Jackson, Professional Land Surveyor, and does hereby consent to the above certification of owners.

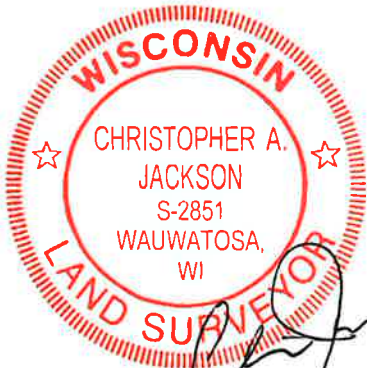
In witness Whereof, Old National Bank, F/K/A First Midwest Bank, has caused these presents to be signed by _____, its _____, this _____ day of _____, 2023.

Old National Bank, F/K/A First Midwest Bank

State of Wisconsin)
_____) SS
_____ County)

Personally came before this _____ day of _____, 2023, _____, to me known to be the _____ of Old National Bank, F/K/A First Midwest Bank, and the person who executed the forgoing instrument as such officer of such entity and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires _____, 20__



06-30-23

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 6897 AND OULTOT 1 OF CERTIFIED SURVEY MAP NO. 6930, IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

VILLAGE OF GERMANTOWN 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) SS
WASHINGTON COUNTY)

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 SE ¼ SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, HAVING BEEN APPROVED BY THE PLANNING COMMISSION BEING THE SAME, IS HEREBY APPROVED AND ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF GERMANTOWN ON THIS ____ DAY OF _____, 20__.

DEAN WOLTER, VILLAGE PRESIDENT

DATE _____

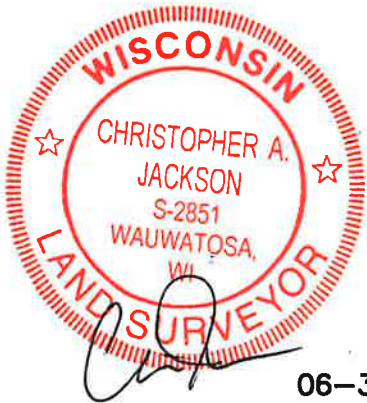
ERIN HIRN, INTERIM VILLAGE CLERK

DATE _____

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 20____, DEAN WOLTER AND ERIN HIRN, 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____



06-30-23



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

collaborāte / formulāte / innovāte

June 22, 2023

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

SUBJECT: Goldendale Road II/IV LLC CSM Review

Certified Survey Map

Applicant or Owner: Goldendale Road II/IV LLC

Land Surveyor/Firm: Christopher Jackson, PLS / CJ Engineering, LLC

1. The south line of the SE ¼ of Section 7-9-20 is mislabeled as the east line.
2. The reference bearing should be referenced to NAD 1983 – 2011 Datum.
3. A Professional Land Surveyor's seal and signature in contrasting color should be included on all sheets.
4. The last paragraph of the Surveyor's Certificate should reference "Chapter 18 of the Village of Germantown Subdivision Control Ordinance in surveying, dividing, mapping and dedicating the same".
5. The Village Clerk's name is Erin Hirn, Interim Village Clerk.
6. A mortgage certificate should be included, if applicable.

No further review comments.

Document Approval and Recording

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

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

Document Submittals and Data Conversion

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

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

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

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

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

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

Sincerely,



Burt J. Naumann, PLS
Senior Vice President



Fee must accompany application

☐ \$2,900 with public improvements☐ \$1,960 no public improvements

Paid _____ Date _____

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

Briohn Building Corporation

3885 N Brookfield Rd Suite 200

Brookfield, WI 53045

Phone (262) 790-0500

Fax ()

E-Mail clajoie@briohn.com

PROPERTY OWNER

Goldendale Road IV LLC

Phone (414) 271-6100

sam@dickmanrealestate.com

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

2

W206N12880 Gateway Court, Richfield, WI 53022

GTNV_074981

3

PURPOSE OF LAND SPLIT

Combine GTVN_074981 and GTVN_074977

Will the land split require rezoning?

no

From n/a

To n/a

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!

DocuSigned by:

Caillin LaJoie

6/2/2023

Applicant

DocuSigned by:

Samuel D. Dickman, Sr

6/2/2023

Owner

Date



BRIOHN BUILDING CORPORATION

Caitlin LaJoie
Briohn Building Corporation
3885 N Brookfield Rd, Suite 200
Brookfield, WI 53045

June 2, 2023

Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022

VIA Email: Jeff Retzlaff (jretzlaff@germantownwi.gov)

Dear Village Staff,

Briohn Building Corporation is pleased to present the following proposal on behalf of Goldendale Road IV, LLC ("Developer") to the Village of Germantown ("Village") for the proposed addition ("Development") to Golden Pet Manufacturing.

Subject Site

The subject sites ("Site") are located at W206N12880 Gateway Court, Richfield, WI 53022 (Tax Key GTNV_074981) and the 3.45 acre parcel directly to the north, GTVN_074977. The Site is currently zoned M-1 (Limited Industrial) which will remain.

Vision of Development

The Developer is seeking site plan and CSM approval from the Village. Additional coordination and/or approvals from the county, state, and utility companies will be obtained as needed. Proposed additions are to the north (82,533 SF), south (41,314 SF), and west (5,300 SF) for a total of 129,147 SF. The Development will be fully, sprinkled, Type 2B construction with primary occupancy as S-1 (storage moderate hazard) and F-1 (moderate hazard factory) and secondary occupancy as B (business – office). The Development will meet all M-1 bulk zoning requirements, summary below:

	M-1 Standard	Development
Front Setback	30'	211.2' (south) 144.7' (east)
Side Setback	10'	135.0' (west)
Rear Setback	25'	57.1' (north)
Max Building Height	45'	38.6'
Min Open Space	20%	30%
Max Lot Coverage	80%	70%

DESIGN / BUILD
CONSTRUCTION

ARCHITECTURAL
DESIGN

DEVELOPMENT

PROPERTY
MANAGEMENT

The Development is being designed and built to be consistent with the existing building to meet Golden Pet Manufacturing's demand for additional production space.

The proposed landscape plan has been prepared by a professional landscape architect. The design will meet or exceed Village ordinance and provide adequate screening.

Materials and Image

The Developer has reviewed and understands the architectural design elements required by the Village. The preliminary design meets or exceeds the code while being aesthetically pleasing. Please reference Exhibit B attached hereto for proposed renderings; full size hard copies and electronic plans provided.

Contact Information

Samuel D. Dickman
Dickman Development, LLC
626 East Wisconsin Avenue, Suite 1020
Milwaukee, WI 53202
sam@dickmanrealestate.com
414-305-8111

Samuel M. Dickman, Jr.
Dickman Development, LLC
626 East Wisconsin Avenue, Suite 1020
Milwaukee, WI 53202
sam-jr@dickmanrealestate.com
414-405-8514

Conclusion

Thank you for reviewing and discussing the proposed development with our design team. We look forward to continuing the conversation with the Village. Should you have any further questions, please do not hesitate to contact me.

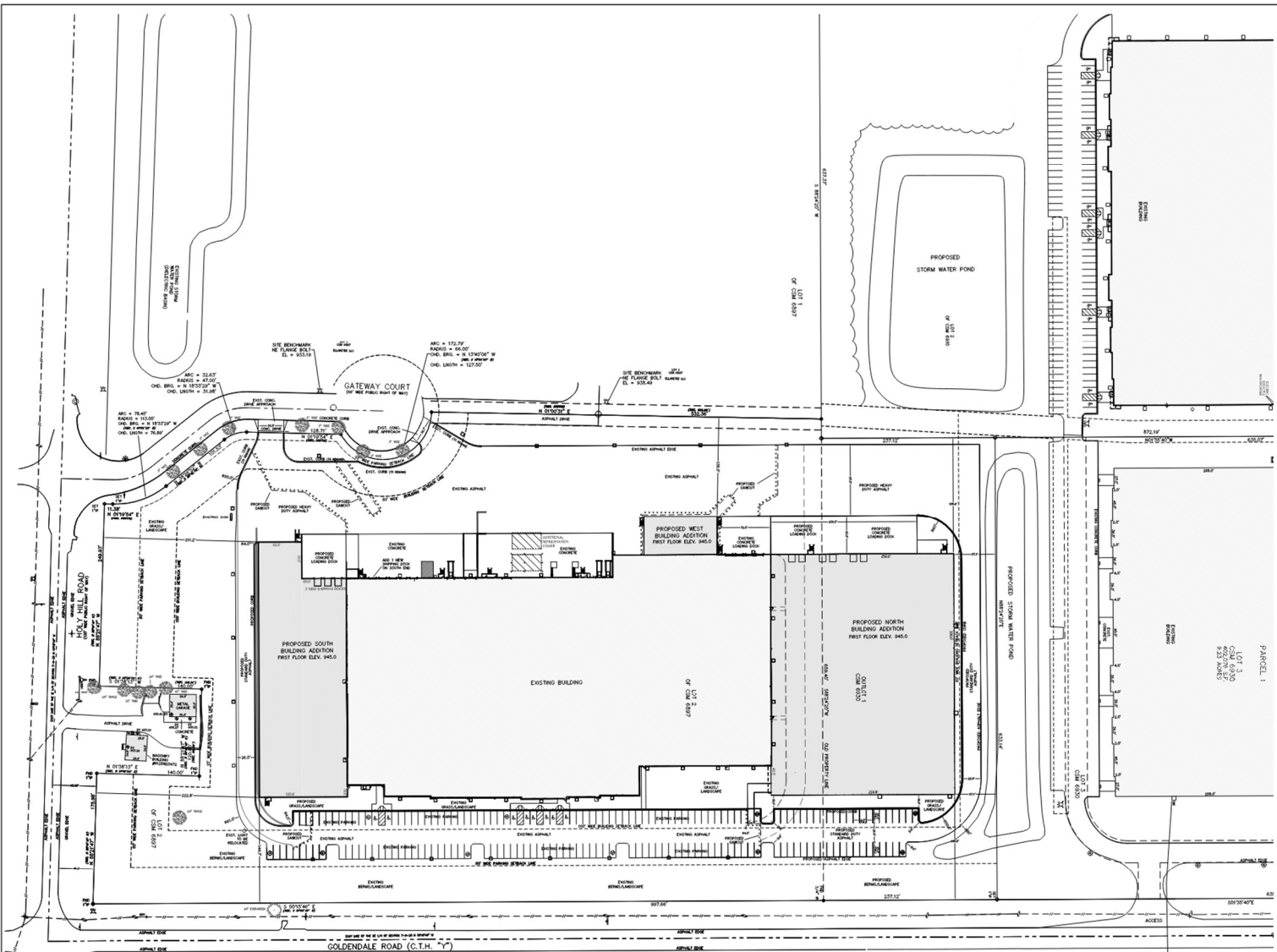
Sincerely,

Caitlin LaJoie, Director of Land Development
Briohn Building Corporation
clajoie@briohn.com
262-790-0500

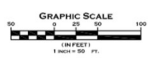


GOLDENDALE 4 - GPM
GERMANTOWN, WISCONSIN
W206 N12880 GATEWAY CT.

CJE NO.: CJE2148-02R2
MAY 30, 2023



PROPOSED LOT AREAS
PROPOSED SOUTH BUILDING ADDITION - 178,174 SQ. FT.
PROPOSED WEST BUILDING ADDITION - 178,174 SQ. FT.
PROPOSED NORTH BUILDING ADDITION - 178,174 SQ. FT.
TOTAL PROPOSED LOT AREA - 534,522 SQ. FT.
TOTAL SITE AREA - 534,522 SQ. FT.
TOTAL SITE AREA - 534,522 SQ. FT.



SITE PLAN C1.0

 COLOR 1 - SW 9166 DRIFT OF MIST
(TO MATCH EXISTING)

 COLOR 2 - SW 9167 POLISHED CONCRETE
(TO MATCH EXISTING)

 COLOR 3 - SW 9182 ROJO MARRON
(TO MATCH EXISTING)

ROOF ASSEMBLY (INTERIOR): BALLASTED 60 MIL EPDM ROOF MEMBRANE ON 6" DIRECT TO DECK APPROVED PLY INSULATION (SEE SECTION 05110) VAPOR BARRIER ON METAL DECK (SEE STRUCTURAL DRAWINGS)

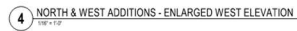
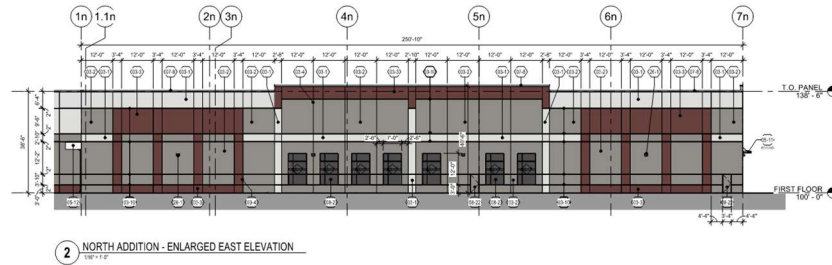
ROOF ASSEMBLY (EXTERIOR): BALLASTED 60 MIL EPDM ROOF MEMBRANE ON 6" POLY ISOLATION INSULATION VAPOR BARRIER (TWO LAYERS OF STAGGERED) POLY ISO INSULATION (30 ON METAL DECK (SEE STRUCTURAL DRAWINGS))

INSULATED PRECAST WALL PANEL SYSTEM: 10" INSULATED PRECAST CONCRETE WALL PANELS WITH 10" INSULATED PRECAST WALL PANEL SYSTEM (R-40)

INSULATED METAL WALL PANEL SYSTEM: 10" INSULATED METAL WALL PANEL SYSTEM (R-40)

PRECASTER NOTE:

PRECASTER TO PROVIDE COVERS FOR ALL ROOFING PRECASTER POKKETS AND PROVIDE CLOSED CELL SPRAY FOAM INSULATION WITH FIBER REINFORCED MORTAR. PRECASTER TO PROVIDE ALL REPAIRS TO PRECASTER POKKETS OR PRECASTER AREAS. DRAIN, JOINT, GROUND PENETRATING RODS, AND OTHER DETAILS TO BE ON INTERIOR SIDE OF THE PRECAST WALL PANELS.

[illegible]

WALL PAINT COLOR LEGEND

	COLOR 1 - SW 9166 DRIFT OF MIST (TO MATCH EXISTING)
	COLOR 2 - SW 9167 POLISHED CONCRETE (TO MATCH EXISTING)
	COLOR 3 - SW 9182 ROJO MARRON (TO MATCH EXISTING)

EXTERIOR SYSTEMS

ROOF ASSEMBLY (AMBENT): BALLASTED 40 MIL EPDM ROOF INSULATED ON 4" DECK TO DECK APPROVED BY INSULATION (NO INSULATIVE GUTS) (SACRED) ON METAL DECK (SEE STRUCTURAL DRAWINGS)

ROOF ASSEMBLY (PRETEND): BALLASTED 40 MIL EPDM ROOF INSULATED ON 4" DECK INSULATION, VAPOR BARRIER, 4" (NO LAYERS OF 2" (SACRED) POLY ISO INSULATION (NO) ON METAL DECK (SEE STRUCTURAL DRAWINGS)

INSULATED PRECAST WALL PANEL SYSTEM: 10" INSULATED PRECAST CONCRETE WALL PANEL (B-14)

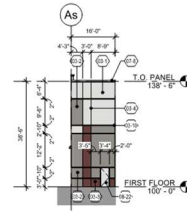
INSULATED METAL WALL PANEL SYSTEM: 8" INSULATED METAL PRECAST WALL PANEL SYSTEM (B-48)

DETAILS NOTE

PRECAST TO PROVIDE COVERS FOR ALL ROUND RECESSED POCKET AND PROVIDE CLOSED CELL GRAY FOAM INSULATION WITH STEEL PREFINISHED METAL COVERS PLATES FOR ALL OTHER NAME OPENINGS OR PRECAST AREA BEAM LEVEL (SEE OTHER BEARING OR OTHER POCKETED CONDITIONS ON INTERIOR SIDE OF THE PRECAST WALL PANELS)

KEYNOTE LEGEND

MARK	NOTES
03.1	EXTERIOR PRECAST CONCRETE WALL PANEL SHALL BE INSULATED WITH PAINTED FINISH TO MATCH EXISTING (COLOR 1 (SW 9166 DRIFT OF MIST))
03.2	EXTERIOR PRECAST CONCRETE WALL PANEL SHALL BE INSULATED WITH PAINTED FINISH TO MATCH EXISTING (COLOR 2 (SW 9167 POLISHED CONCRETE))
03.3	EXTERIOR PRECAST CONCRETE WALL PANEL SHALL BE INSULATED WITH PAINTED FINISH TO MATCH EXISTING (COLOR 3 (SW 9182 ROJO MARRON))
03.4	SEALANT VERTICAL JOINT BETWEEN PRECAST WALL PANELS
03.5	EXTERIOR PRECAST CONCRETE WALL PANEL WITH WALL
03.10	2 X 1/2" DEEP REVEAL (SACRED)
03.11	DOOR PRECAST PANEL TO EXISTING WALL
03.12	EXTERIOR PRECAST CONCRETE WALL PANEL TO EXISTING WALL
03.13	DOOR PRECAST PANEL TO EXISTING WALL
03.14	EXTERIOR PRECAST CONCRETE WALL PANEL TO EXISTING WALL
03.15	EXTERIOR PRECAST CONCRETE WALL PANEL TO EXISTING WALL
03.16	EXTERIOR PRECAST CONCRETE WALL PANEL TO EXISTING WALL
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03.99	EXTERIOR PRECAST CONCRETE WALL PANEL TO EXISTING WALL
04.00	EXTERIOR PRECAST CONCRETE WALL PANEL TO EXISTING WALL





1 PERSPECTIVE EAST ELEVATION VIEW LOOKING SOUTH / SOUTHWEST
12'-11"



2 PERSPECTIVE EAST ELEVATION VIEW LOOKING SOUTH / SOUTHWEST
12'-11"



3 PERSPECTIVE EAST ELEVATION VIEW LOOKING NORTH / NORTHWEST
12'-11"



4 PERSPECTIVE EAST ELEVATION VIEW LOOKING NORTH / NORTHWEST
12'-11"



5 PERSPECTIVE SOUTH ELEVATION VIEW LOOKING NORTH / NORTHWEST
12'-11"



6 PERSPECTIVE SOUTH ELEVATION VIEW LOOKING NORTH / NORTHWEST
12'-11"



EXTERIOR RENDERINGS

PROPOSED BUILDING ADDITIONS FOR:
GOLDEN PET MANUFACTURING
W206 N12880 GATEWAY COURT
RICHFIELD, WISCONSIN 53022

NO.	DATE	DESCRIPTION
1	2/20/20	ISSUED FOR PERMIT
2	3/10/20	REVISION: 1.00
3	3/10/20	REVISION: 1.00
4	3/10/20	REVISION: 1.00
5	3/10/20	REVISION: 1.00
6	3/10/20	REVISION: 1.00
7	3/10/20	REVISION: 1.00
8	3/10/20	REVISION: 1.00
9	3/10/20	REVISION: 1.00
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12	3/10/20	REVISION: 1.00
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98	3/10/20	REVISION: 1.00
99	3/10/20	REVISION: 1.00
100	3/10/20	REVISION: 1.00

T1.2

PROPOSED NEW ADDITIONS FOR GOLDEN PET MANUFACTURING:

GOLDENDALE IV - GPM

W206 N12880 GATEWAY COURT
RICHFIELD, WISCONSIN 53022



1 AERIAL VIEW - LOOKING NORTH / NORTHWEST
1/2" = 1'-0"



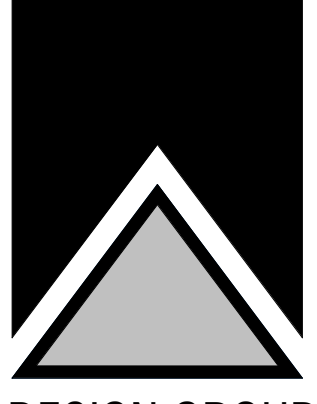
2 AERIAL VIEW - LOOKING SOUTH / SOUTHWEST
1/2" = 1'-0"



3 AERIAL VIEW - LOOKING NORTH / NORTHEAST
1/2" = 1'-0"

SHEET INDEX	
0-GENERAL	
T1.0	TITLE SHEET
T1.1	EXTERIOR RENDERINGS
T1.2	EXTERIOR RENDERINGS
1-SPECIFICATIONS	
G50.1	SPECIFICATIONS
G50.2	SPECIFICATIONS
2-CIVIL	
C1.0	SITE PLAN
C1.2	FIRE APPARATUS EXHIBIT
C2.0	SITE GRADING PLAN
C3.0	SITE UTILITY PLAN
C4.0	SITE EROSION CONTROL PLAN
C5.0	SITE DETAILS
3-LANDSCAPING	
L1.0	OVERALL LANDSCAPE PLAN
L1.1	ENLARGED LANDSCAPE PLAN
L1.2	ENLARGED LANDSCAPE PLAN
L1.3	ENLARGED LANDSCAPE PLAN
L1.4	LANDSCAPE DETAILS, NOTES & SCHEDULES
5-ARCHITECTURAL	
A0.1	ARCHITECTURAL SITE PLAN
A1.0	OVERALL FLOOR PLANS
A1.1	ENLARGED FLOOR PLANS
A4.1	ROOF PLAN
A5.1	OVERALL EXTERIOR ELEVATIONS
A5.2	ENLARGED NORTH & WEST ADDITION EXTERIOR ELEVATIONS
A5.3	ENLARGED SOUTH ADDITION EXTERIOR ELEVATIONS
A6.1	ADDITION BUILDING SECTION & SIGHT LINES
7-ELECTRICAL	
E1.0	EXTERIOR PHOTOMETRIC LIGHTING PLAN
E2.0	LIGHTING CUT SHEETS
E2.1	LIGHTING CUT SHEETS

BRIOHN



DESIGN GROUP
3885 N. BROOKFIELD ROAD, SUITE 200
BROOKFIELD, WISCONSIN 53005-1980
(262) 790-0500 PHONE
(262) 790-0505 FAX

TITLE SHEET

PROPOSED BUILDING ADDITIONS FOR:
GOLDEN PET MANUFACTURING
W206 N12880 GATEWAY COURT
RICHFIELD, WISCONSIN 53022

PLAN COMMISSION SUBMITTAL

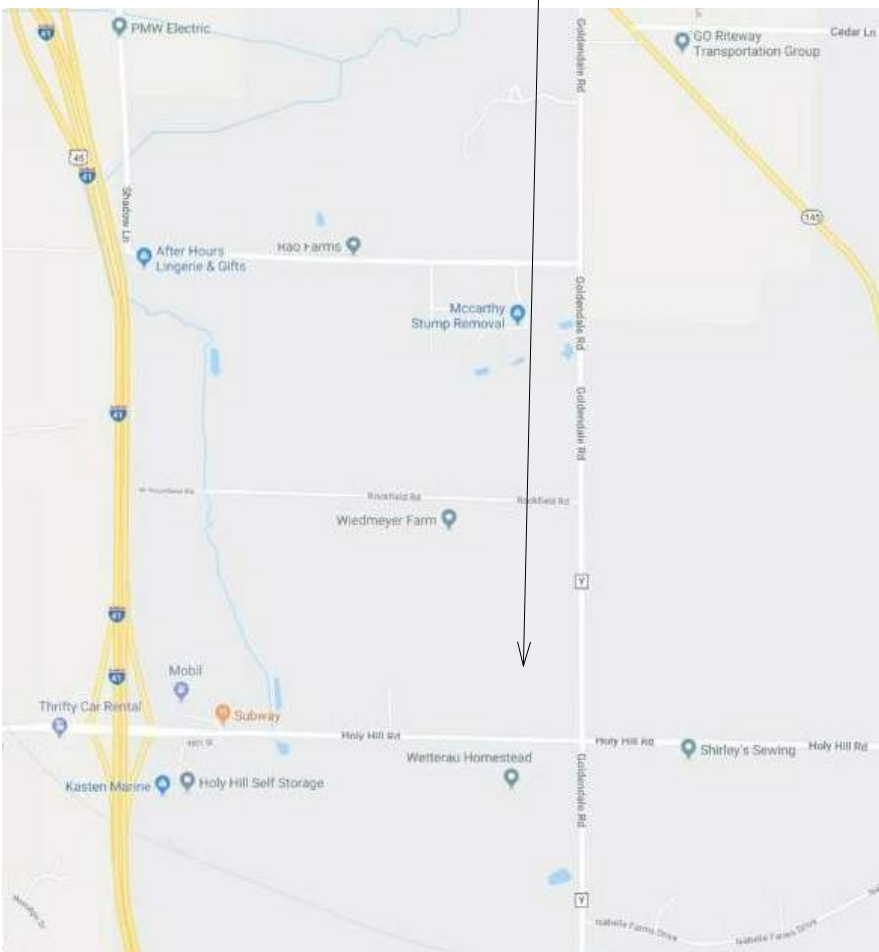
MAY 30, 2023

OWNER :	GENERAL CONTRACTOR :	ARCHITECT :
GOLDENDALE ROAD IV, LLC SAM DICKMAN JR.	BRIOHN BUILDING CORPORATION PEYTON PAQUIN, PM	BRIOHN DESIGN GROUP LLC DOMENIC FERRANTE, AIA
626 EAST WISCONSIN AVE., SUITE 1200 MILWAUKEE, WI 53202 (414) 271-6100 PHONE (414) 271-5125 FAX	3885 N. BROOKFIELD RD., SUITE 200 BROOKFIELD, WISCONSIN 53045 (262) 790-0500 PHONE (262) 790-0505 FAX	3885 N. BROOKFIELD RD., SUITE 200 BROOKFIELD, WISCONSIN 53045 (262) 790-0500 PHONE (262) 790-0505 FAX
STRUCTURAL ENGINEER:	CIVIL ENGINEER:	LANDSCAPE ARCHITECT :
BRIOHN DESIGN GROUP LLC KEVIN JANKOWSKI, PE CHRISTOPHER CLINE, PE	CJ ENGINEERING CHRISTOPHER A. JACKSON, P.E.	HELLER & ASSOCIATES DAVID HELLER, ASLA
3885 N. BROOKFIELD RD., SUITE 200 BROOKFIELD, WISCONSIN 53045 (262) 790-0500 PHONE (262) 790-0505 FAX	9205 WEST CENTER STREET, SUITE 214 MILWAUKEE, WISCONSIN 53222 (414) 443-1312 PHONE (262) 443-1317 FAX	P.O. BOX 1359 LAKE GENEVA, WISCONSIN 53147-1359 (262) 639-9733 PHONE (262) 639-9739 FAX

PROJECT INFORMATION:	
BUILDING CODE:	2015 INTERNATIONAL BUILDING CODE WITH WISCONSIN AMENDMENTS SPS 342
2015 INTERNATIONAL EXISTING BUILDING CODE WITH WISCONSIN AMENDMENTS SPS 366	
ACCESSIBILITY CODE:	2015 INTERNATIONAL BUILDING CODE WITH WISCONSIN AMENDMENTS SPS 362
2009 ICC/ANSI A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES	
ENERGY CODE:	2015 IECC INTERNATIONAL ENERGY CONSERVATION CODE WITH WISCONSIN AMENDMENTS SPS 363
MECHANICAL CODE:	2015 INTERNATIONAL MECHANICAL CODE WITH WISCONSIN AMENDMENTS SPS 364
PLUMBING CODE:	2014 WISCONSIN PLUMBING CODE SPS 381-387
ELECTRICAL CODE:	2017 NFPA 70 NATIONAL ELECTRICAL CODE WITH WISCONSIN AMENDMENTS SPS316
FIRE CODE:	SPS 314 FIRE PREVENTION
OCCUPANCY:	PRIMARY S-1 (MODERATE HAZARD STORAGE) PRIMARY F-1 (MODERATE HAZARD FACTORY) SECONDARY B (BUSINESS) TYPE 2B UNLIMITED AREA BUILDING PER IBC 507 NFPA 13 OVERALL ESFR FOR S-1 OCCUPANCY AREAS
CLASS OF CONSTRUCTION:	
SPRINKLER SYSTEM:	
FLOOR LEVELS:	1
NUMBER OF STORIES:	1
TOTAL SITE AREA:	TOTAL CURRENT SITE 616,361 SF / 14.1497 ACRES
TOTAL EXISTING BUILDING AREA:	172,488 SF
PROPOSED NORTH ADDITION:	92,533 SF
PROPOSED SOUTH ADDITION:	41,314 SF
PROPOSED WEST ADDITION:	5,300 SF
TOTAL PROPOSED BUILDING AREA:	129,147 SF
TOTAL PROPOSED & EXISTING BUILDING AREAS:	255,021 SF

NOTE: ALL MECHANICAL ELECTRICAL PLUMBING AND FIRE SPRINKLER ENGINEERING BY DESIGN-BUILD CONTRACTORS

PROJECT LOCATION:



SITE LOCATION MAP
SCALE: N.T.S.

PROJECT SITE LOCATION:



VICINITY MAP
SCALE: N.T.S.



Revision	
Date	
JOB:	230042
DRAWN:	CK
CHECKED:	DF
DATE:	MAY 30, 2023
SHEET:	T1.0

[illegible]

[illegible]



GOLDEN PET MANUFACTURING
W206 N12880 GATEWAY COURT
RICHFIELD, WISCONSIN 53022

[illegible]

	230042
N:	CK
ED:	DF
	MAY 30, 2023
:	

A0.1



ROOF ASSEMBLY (AMBIENT): BALLASTED 60 MIL EPDM ROOF MEMBRANE ON 6" DIRECT TO DECK APPROVED EPS INSULATION (R25 - TWO LAYERS OF 3", STAGGERED) ON METAL DECK (SEE STRUCTURAL DRAWINGS)

ROOF ASSEMBLY (FREEZER): BALLASTED 60 MIL EPDM ROOF MEMBRANE ON 2" POLY ISO INSULATION, VAPOR BARRIER, 6" (TWO LAYERS OF 3" STAGGERED) POLY ISO INSULATION (R50) ON METAL DECK (SEE STRUCTURAL DRAWINGS)

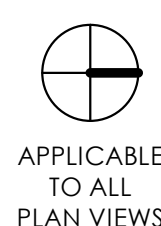
INSULATED PRECAST WALL PANEL SYSTEM: 10" INSULATED PRECAST CONCRETE WALL PANEL (R-14)

INSULATED METAL WALL PANEL SYSTEM: 5" INSULATED METAL FREEZER WALL PANEL SYSTEM (R-40)

ROOM	ROOM NAME		PARTITION TO BE DEMOLISHED
	DOOR NUMBER		DOOR AND FRAME TO BE REMOVED
	PARTITION TYPE		
	KEYNOTES		EXISTING PARTITION TO REMAIN
	F.E. SURFACE MOUNTED FIRE EXTINGUISHER		EXISTING DOOR TO REMAIN
	F.E.C. RECESSED EXTINGUISHER CABINET & FIRE EXTINGUISHER		
	EXIT LIGHT		NEW CONSTRUCTION
	EXIT LIGHT (DIRECTIONAL)		NEW DOOR & FRAME
	BORROWED LIGHT TAG		
	TOILET ACCESSORY TAG		

1	VERIFY ALL CONDITIONS, DIMENSIONS AND ALIGNMENT OF WALLS. BRING ANY DISCREPANCIES TO BRIGHTON'S ATTENTION PRIOR TO FABRICATION/CONSTRUCTION BEGINS.
2	VERIFY LOCATION OF ACCESS PANELS WITH MECHANICAL AND ELECTRICAL DRAWINGS.
3	AREA SHALL BE KEPT BROOM CLEAN AND FREE OF DEBRIS DURING CONSTRUCTION.
4	SEE EXTERIOR ELEVATIONS FOR WINDOW TYPES.
5	SEE SHEET A0.1 FOR ADA REQUIREMENTS AND MOUNTING HEIGHTS
6	SEE SHEET A1.2 FOR PARTITION TYPE.
7	EXTERIOR WALLS IN OFFICE AREA TO BE FURRED OUT WITH STUD HEAD 1" OFF FACE OF EXTERIOR WALL, CAVITY FILLED WITH BATT INSULATION. SEE FLOOR PLAN FOR PARTITION TYPE.
8	FURNITURE AND APPLIANCES PROVIDED BY OWNER AND ARE SHOWN FOR REFERENCE ONLY.
9	ALL WALLS TO BE PAINTED PROVIDING FRP WAINSCOT WHERE CALLED FOR.
10	ALL FLOORS THROUGHOUT ARE TO BE SEALED CONCRETE WITH CALKED CONTROL JOINTS.
11	EXPOSURE DECK, JOISTS, GIRDERS AND COLUMNS ARE TO BE PRIME GREY.
12	LOCKERS AND HENCH/SHOWER ROOMS ARE PROVIDED BY OWNER AND ARE SHOWN FOR REFERENCE ONLY.

MARK	CODED NOTES
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TITLE

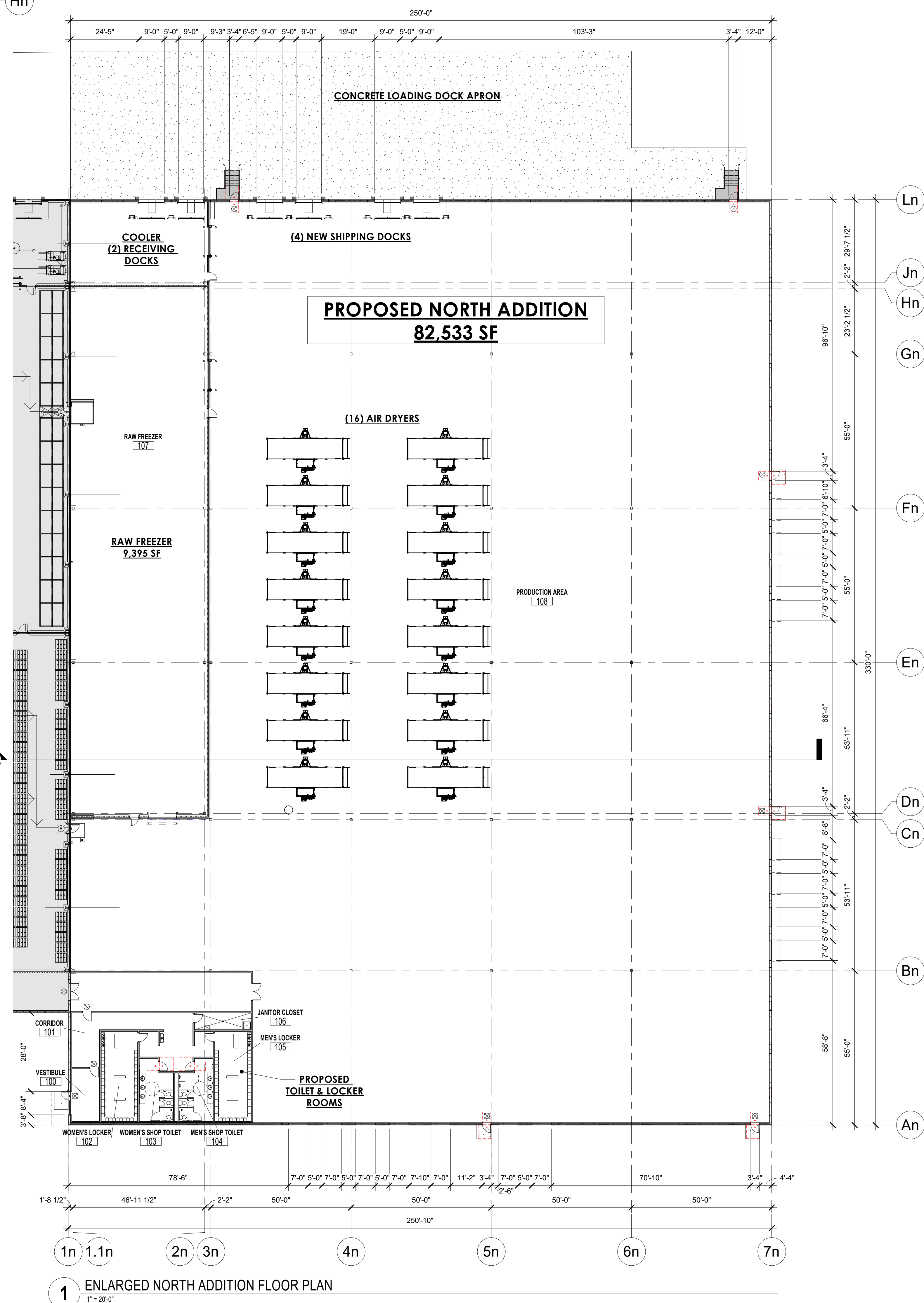
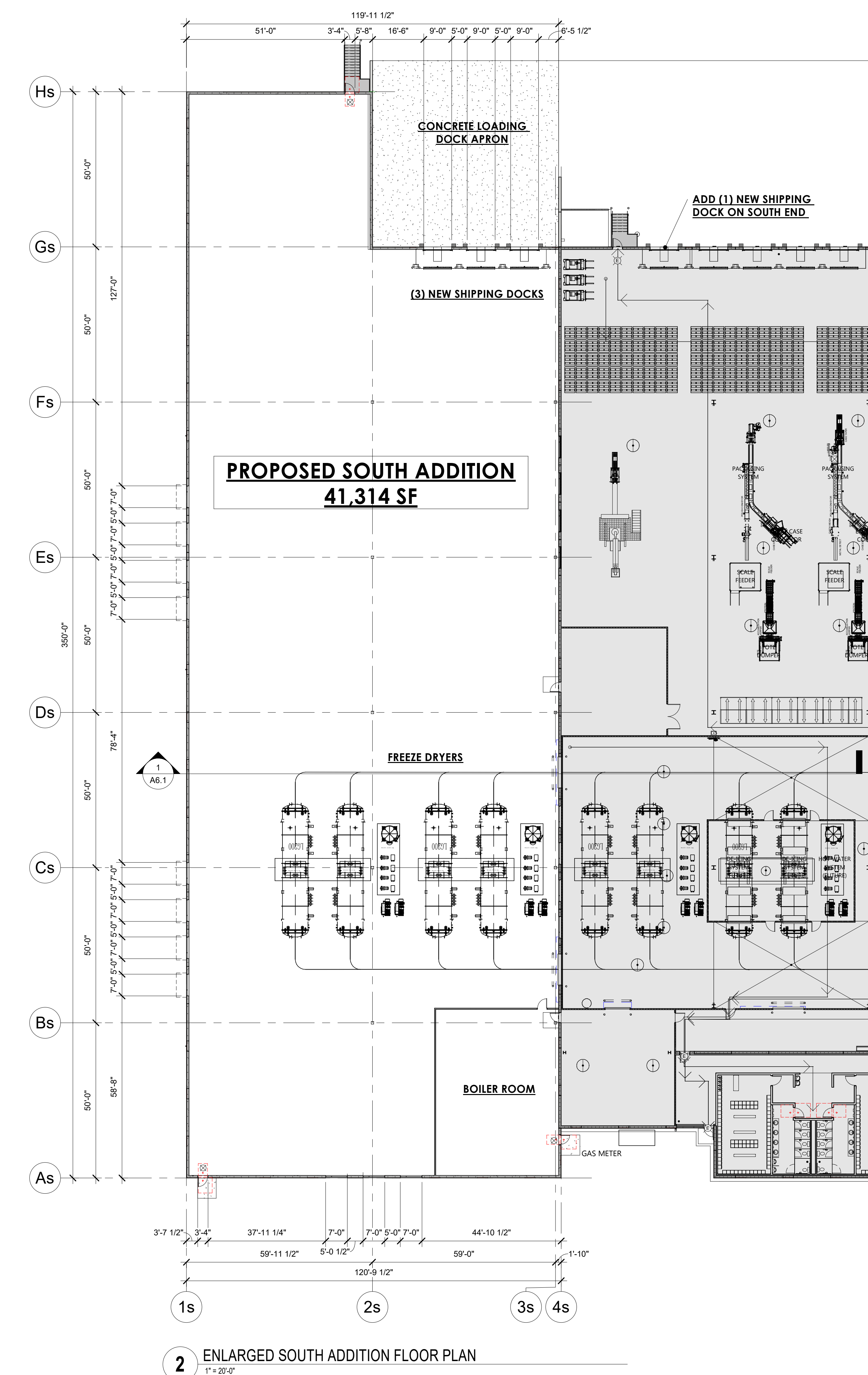
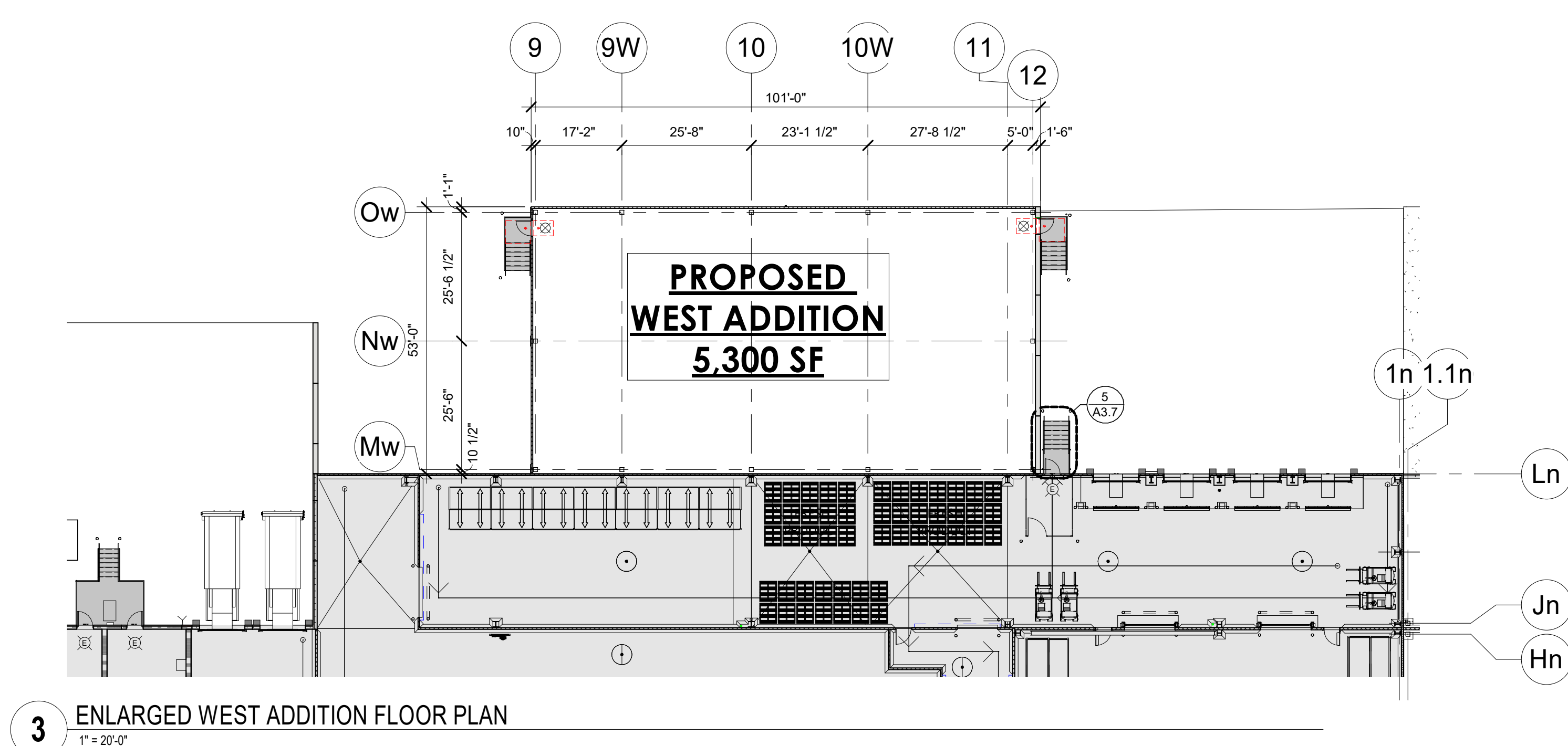
OVERALL FLOOR PLANS

PROPOSED BUILDING ADDITIONS FOR:
GOLDEN PET MANUFACTURING
W206 N12880 GATEWAY COURT
RICHFIELD, WISCONSIN 53022

[illegible]

JOB:	230042
DRAWN:	CK
CHECKED:	DF
DATE:	MAY 30, 2023
SHEET:	

A1.0



KEYNOTE LEGEND	
MARK	CODED NOTES

FLOOR PLAN LEGEND

ROOM 100	ROOM NAME ROOM NUMBER	---	PARTITION TO BE DEMOLISHED
(100)	DOOR NUMBER		DOOR AND FRAME TO BE REMOVED
	PARTITION TYPE	=====	EXISTING PARTITION TO REMAIN
	KEYNOTES		EXISTING DOOR TO REMAIN
	SURFACE MOUNTED FIRE EXTINGUISHER	=====	NEW CONSTRUCTION
	RECESSED EXTINGUISHER CABINET & FIRE EXTINGUISHER		NEW DOOR & FRAME
	EXIT LIGHT		
	EXIT LIGHT [DIRECTIONAL]		
	BORROWED LIGHT TAG		
TP-1	TOILET ACCESSORY TAG		

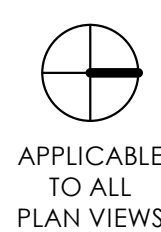
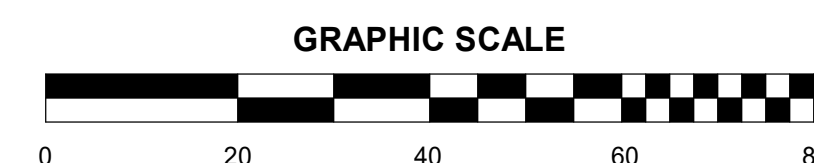
EXTERIOR SYSTEMS

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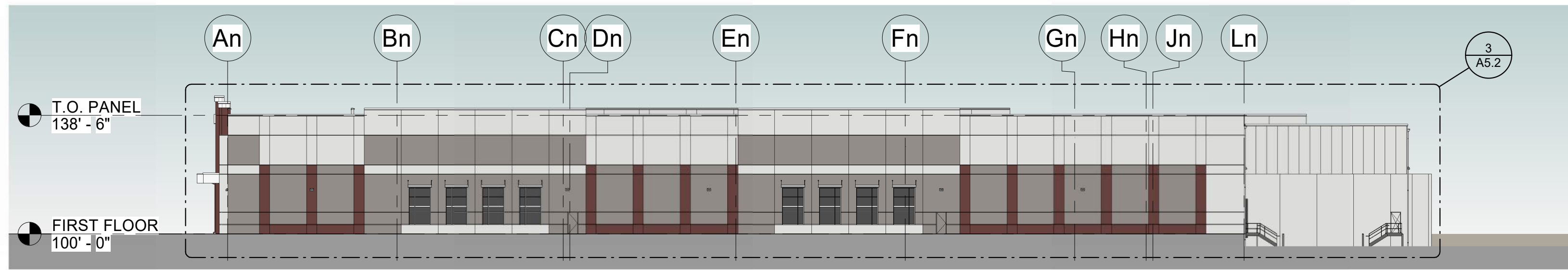
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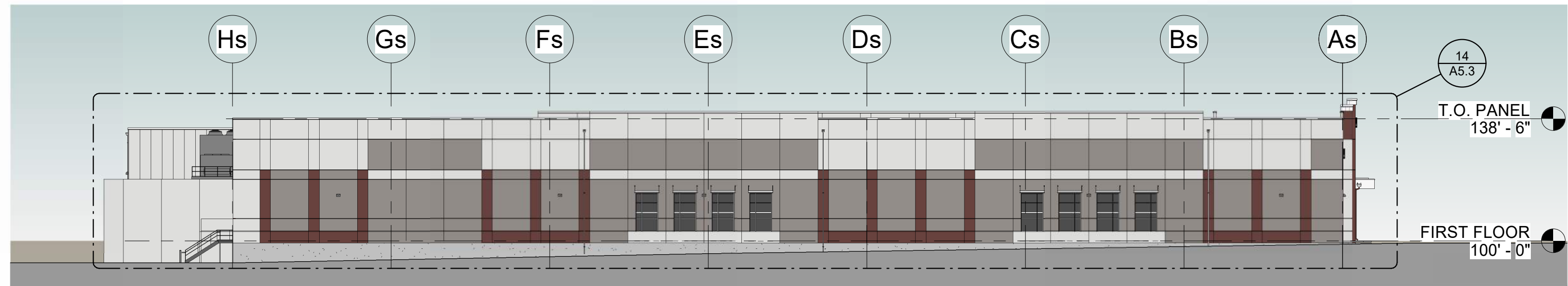




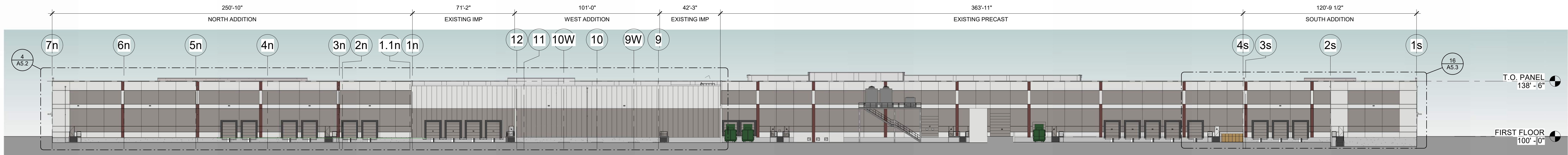
2 EAST ELEVATION



1 NORTH ELEVATION



3 SOUTH ELEVATION



4 WEST ELEVATION

WALL PAINT COLOR LEGEND

- COLOR 1 - SW 9166 DRIFT OF MIST (TO MATCH EXISTING)
- COLOR 2 - SW 9167 POLISHED CONCRETE (TO MATCH EXISTING)
- COLOR 3 - SW 9182 ROJO MARRON (TO MATCH EXISTING)

Table with 2 columns: System Name, Description. Rows include ROOF ASSEMBLY (AMBIENT), ROOF ASSEMBLY (FREEZER), INSULATED PRECAST WALL PANEL SYSTEM, and INSULATED METAL WALL PANEL SYSTEM.

Table with 2 columns: Requirement, Description. Rows include THE PROPOSED COMMERCIAL NON-RESIDENTIAL BUILDING TO BE LOCATED IN CLIMATE ZONE 4, ROOFS, WALLS ABOVE GRADE, SLAB-ON-GRADE FLOORS, FENESTRATION, AIR LEAKAGE THERMAL ENVELOPE, AIR BARRIER, AIR LEAKAGE FENESTRATION, ROOMS CONTAINING FUEL, DOORS AND ACCESS OPENINGS, AIR INTAKES, EXHAUST OPENINGS, LOADING DOCK WEATHER SEALS, VESTIBULES, and RECESSED LIGHTING.

BRIOHN DESIGN GROUP logo and contact info.

OVERALL EXTERIOR ELEVATIONS

PROPOSED BUILDING ADDITIONS FOR: GOLDEN PET MANUFACTURING W206 N12880 GATEWAY COURT RICHFIELD, WISCONSIN 53022

Revision table with 2 columns: Revision, Description.

Job: 230042, Drawn: CK, Checked: DF, Date: MAY 30, 2023

SHEET: A5.1

WALL PAINT COLOR LEGEND

- COLOR 1 - SW 9166 DRIFT OF MIST
(TO MATCH EXISTING)
- COLOR 2 - SW 9167 POLISHED CONCRETE
(TO MATCH EXISTING)
- COLOR 3 - SW 9182 ROJO MARRON
(TO MATCH EXISTING)

EXTERIOR SYSTEMS

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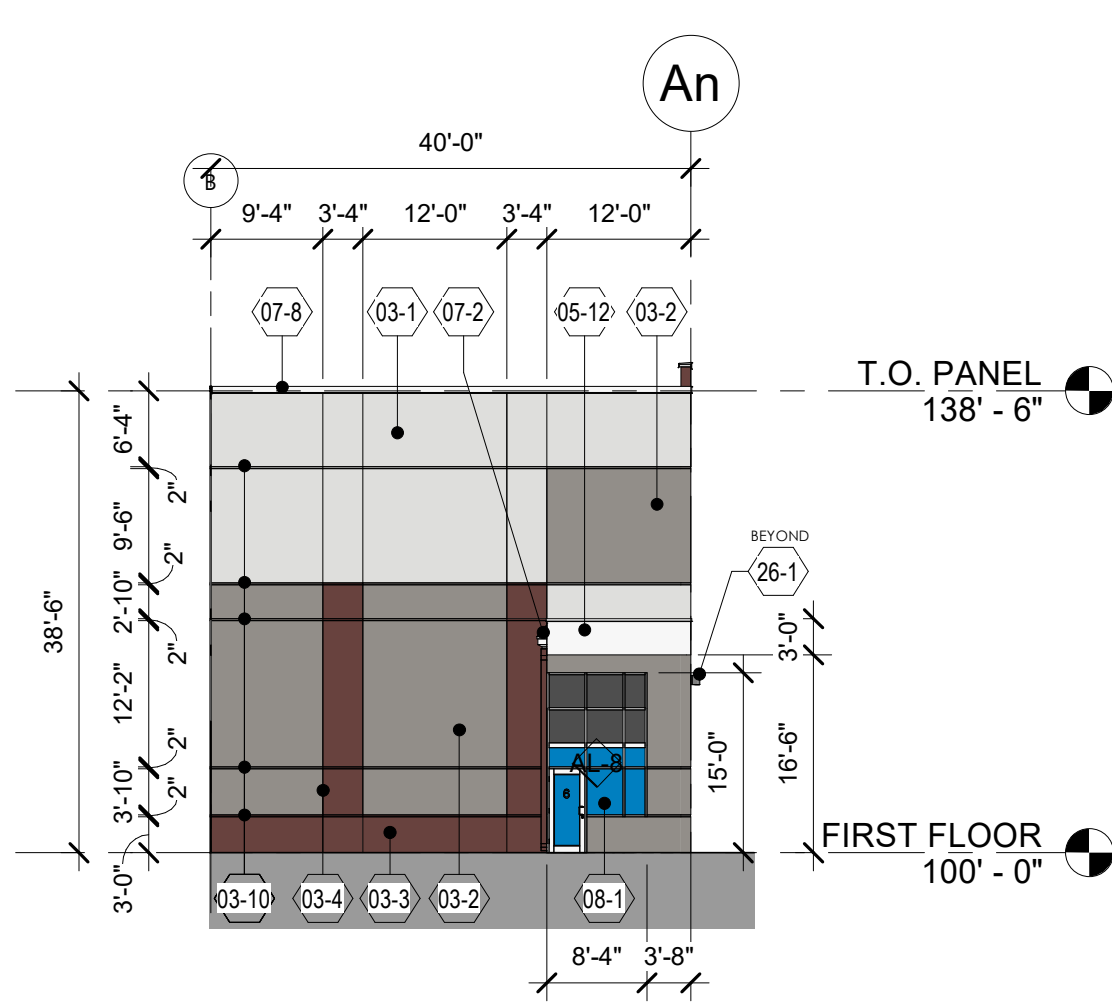
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PRECASTER NOTE:

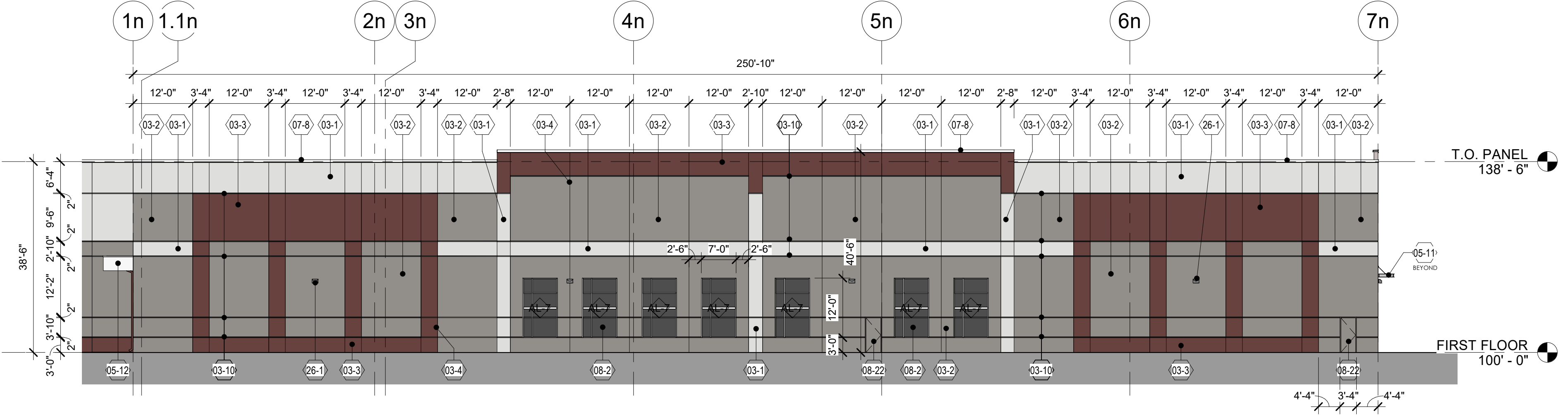
PRECASTER TO PROVIDE COVERS FOR ALL ROUND RECESSED POCKETS AND PROVIDE CLOSED CELL SPRAY FOAM INSULATION WITH STEEL PREFINISHED METAL COVER PLATES FOR ALL OTHER SHAPE OPENINGS OR RECESSED AREAS (BEAM, LINTEL, JOIST, GIRDER BEARING OR OTHER POCKETED CONDITIONS) ON INTERIOR SIDE OF THE PRECAST WALL PANELS

KEYNOTE LEGEND

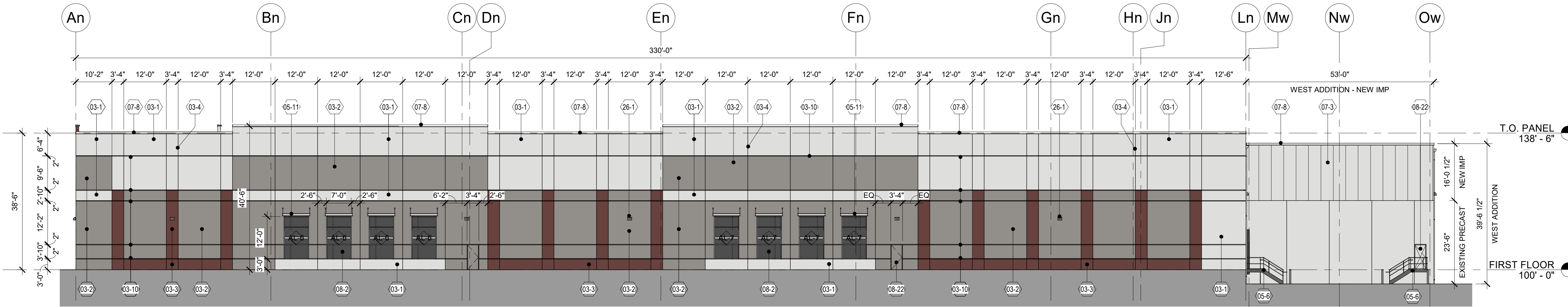
CODED NOTES	
03-1	EXTERIOR PRE CAST CONCRETE WALL PANEL SHALL BE INSULATED WITH PAINTED FINISH TO MATCH EXISTING - COLOR 1 (SW 9166 DRIFT OF MIST)
03-2	EXTERIOR PRE CAST CONCRETE WALL PANEL SHALL BE INSULATED WITH PAINTED FINISH TO MATCH EXISTING - COLOR 2 (SW 9167 POLISHED CONCRETE)
03-3	EXTERIOR PRE CAST CONCRETE WALL PANEL SHALL BE INSULATED WITH PAINTED FINISH TO MATCH EXISTING - COLOR 3 (SW 9182 ROJO MARRON)
03-4	SEALED VERTICAL JOINT BETWEEN PRECAST WALL PANELS
03-10	2" X 1/2" DEEP REVEAL (HORIZONTAL)
03-14	EXPOSED POURED CONCRETE FOUNDATION WALL
05-6	EXTERIOR STEEL STAIRS WITH GALVANIZED STEEL BAR GRATE TREADS AND LANDING, PROVIDE STEEL CLOSED RISERS WITH PIPE GUARD/HAND RAILING DESIGN AND FABRICATION TO BE CODE/OSHA/ANSI COMPLIANT. STEEL TO BE PAINTED. LANDING TO BE SIZED FOR AREA OF RESCUE.
05-11	HUNG PAINTED STEEL FRAME SUNSHADE
05-12	HUNG STEEL FRAMED CANOPY WITH PREFINISHED METAL TRIM FINISH AND EPDM ROOF.
07-2	METAL BOX SCUPPER ("CLEAR ANODIZED FINISH") W/OVERFLOW & DOWNSPOUT TO CONNECT TO STORMSEWER LATERAL - SEE CIVIL
07-3	INSULATED METAL WALL PANELS (MATCH COLOR 1)
07-4	INSULATED METAL WALL PANELS (MATCH COLOR 2)
07-8	PRE FINISHED METAL 24 GA. COPING.
08-1	ALUMINUM STOREFRONT ENTRY SYSTEM
08-2	ALUMINUM STOREFRONT SYSTEM
08-5	9'-0" WIDE X 10'-0" HIGH INSULATED OH DOOR FACTORY FINISHED TO MATCH COLOR 1 WITH DOCK SEALS, DOCK LEVELERS AND BUMPERS.
08-22	3'-0" X 7'-0" INSULATED AND PAINTED GALVANIZED HOLLOW METAL DOOR AND FRAME WITH ADA HARDWARE AND EMERGENCY EGRESS CODE REQUIRED LIGHTING - PAINTED TO MATCH ADJACENT WALL COLOR.
26-1	EXTERIOR LIGHT FIXTURE - CUT-OFF LED WALLPACK - SEE LIGHTING PLAN FOR FIXTURE TYPE AND MOUNTING HEIGHT [TYPICAL FOR EXTERIOR DOORS]
32-4	6" DIAMETER X 4'-0" TALL CONCRETE FILLED STEEL PIPE BOLLARD(S), PAINTED SAFETY YELLOW



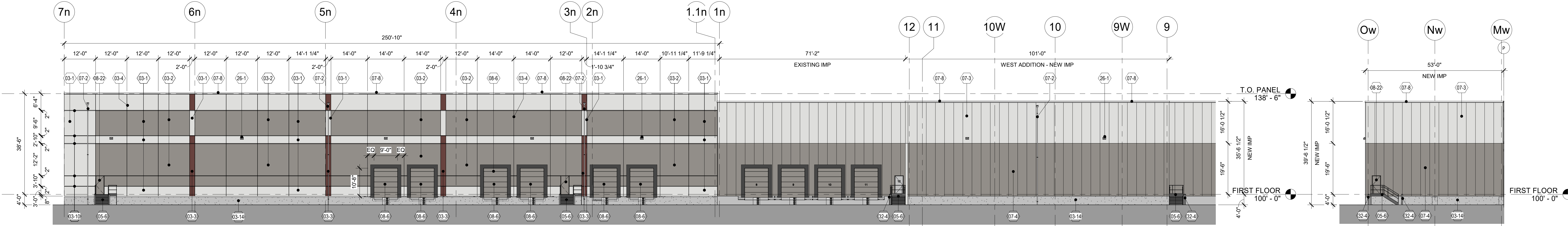
1 NORTH ADDITION - ENLARGED SOUTH ELEVATION
1/16" = 1'-0"



2 NORTH ADDITION - ENLARGED EAST ELEVATION
1/16" = 1'-0"



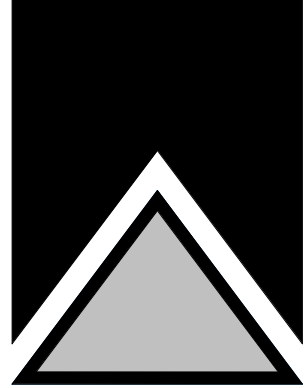
3 NORTH & WEST ADDITIONS - ENLARGED NORTH ELEVATION
1/16" = 1'-0"



4 NORTH & WEST ADDITIONS - ENLARGED WEST ELEVATION
1/16" = 1'-0"

5 WEST ADDITION - ENLARGED SOUTH ELEVATION
1/16" = 1'-0"

BRIORN



DESIGN GROUP
3805 N BROADFIELD ROAD, SUITE 200
BROOKFIELD, WISCONSIN 53005-1950
(262) 780-6500 PHONE
(262) 780-6505 FAX

ENLARGED NORTH & WEST
ADDITION EXTERIOR
ELEVATIONS

PROPOSED BUILDING ADDITIONS FOR:
GOLDEN PET MANUFACTURING
W206 N12880 GATEWAY COURT
RICHFIELD, WISCONSIN 53022

Revision

Date

JOB: 230042
DRAWN: NS
CHECKED: DF
DATE: MAY 30, 2023
SHEET:

A5.2

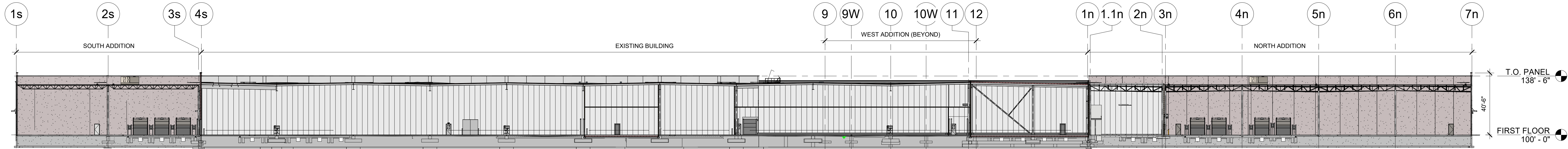
COLOR 3 - SW 9182 ROJO MARRON
(TO MATCH EXISTING)

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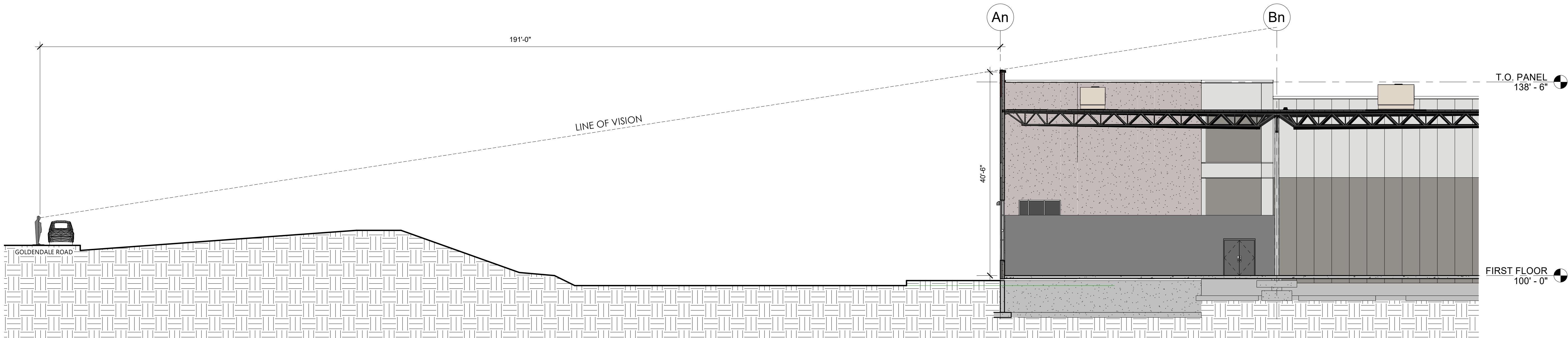
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03-13	SOLID PRECAST TRASH ENCLOSURE SIDE WALL
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[illegible]

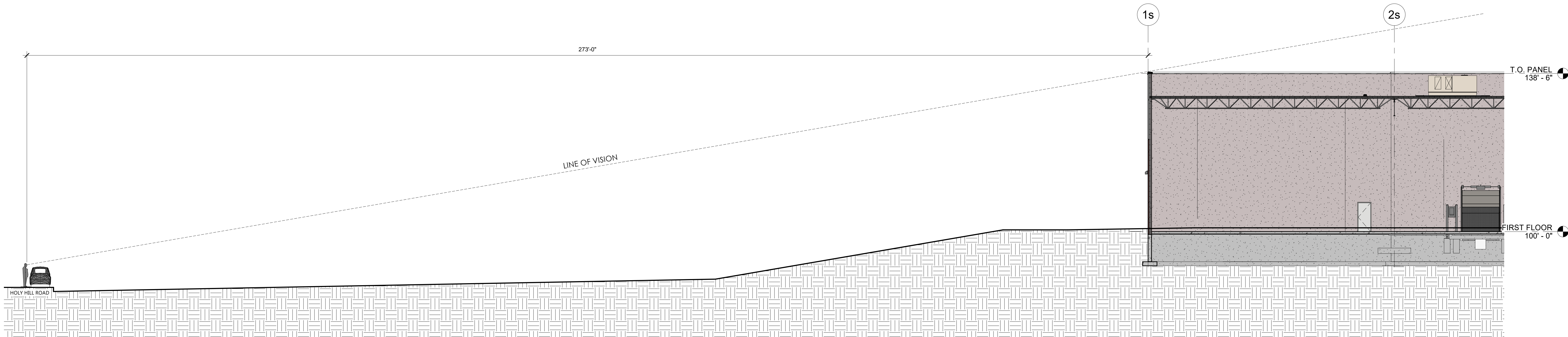
A5.3



1 OVERALL BUILDING SECTION
1" = 30'-0"



2 SITE LINE FROM GOLDENDALE ROAD
3/32" = 1'-0"



3 SITE LINE FROM HOLY HILL ROAD
3/32" = 1'-0"

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: August 7, 2023

PLACEMENT: Action Item

ITEM TITLE: A Resolution for the Declaration of Public Necessity and Relocation Order to Construct a Highway Through the Area Generally Bounded By Freistadt Road, Goldendale Road, Interstate 41 and the Wisconsin And Southern Railroad

SUBMITTED BY: Brian Sajdak, Attorney

SUMMARY EXPLANATION:

Under the Intergovernmental Agreement between Germantown and Richfield, the route for the sanitary sewer goes through the Freistadt District (generally the area between I-41 and Goldendale Road, north of Freistadt Road and south of the railroad). The IGA further provides that this route is intended to also be a road through the area, with the two Villages equally splitting the cost of the right-of-way acquisition. At the last Village Board meeting, the proposed route for the road/sewer was approved. In order for property acquisitions to begin, the Village must first approve a relocation order. The relocation order for this project is attached.

Under the IGA, Richfield is undertaking lead on work related to the acquisition. Germantown staff has met with Richfield personnel concerning the acquisitions, and they share our hope that the acquisitions will be simple negotiations without having to resort to eminent domain. However, a relocation order would allow the use of eminent domain if negotiations are unsuccessful. Recall that acquiring this right of way is critical to not only complying with the terms of the IGA to provide utility service to Richfield, but also to provide road access and utility service to the Freistadt District.

ATTACHMENT:

1. Resolution Adopting Relocation Order for Freistadt District
2. Freistadt District Relocation Order
3. RW-Highway Relo Order
4. Freistadt District Relocation Order - Interests Acquired Exhibit

RECOMMENDATION:

A motion to approve the Resolution Declaring Public Necessity and Adopting the Relocation Order as presented.

ACTION BY Committee:

The Public Works and Highway Committee recommended approval.

RESOLUTION NO. 23-____

A RESOLUTION FOR THE DECLARATION OF PUBLIC NECESSITY AND
RELOCATION ORDER TO CONSTRUCT A HIGHWAY THROUGH THE AREA
GENERALLY BOUNDED BY FREISTADT ROAD, GOLDENDALE ROAD,
INTERSTATE 41 AND THE WISCONSIN AND SOUTHERN RAILROAD

WHEREAS, the Village of Germantown has determined it is necessary and in the public interest to construct a highway through the area identified in the Village's Comprehensive Plan as the Freistadt District in the Village of Germantown; and

WHEREAS, the Village Board has determined it necessary to acquire certain lands within the limits of the public improvement project as set forth in the Relocation Order and Right-of-Way Plat, which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, this Relocation Order is in accordance with Wis. Stat. §§ 61.34(3), 61.43(3m), 61.36, and 32.05(1) for the purpose of the within described public improvement project; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Germantown, Wisconsin, do hereby approve and adopt this Declaration of Public Necessity and Relocation Order.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be filed with the Washington County Clerk within twenty (20) days of its adoption and final approval.

Introduced by Trustee:

Adopted: _____, 2023 Vote: Ayes: Nays: Absent:

Dean M. Wolter, Village President

ATTEST:

Erin Hirn, Interim Village Clerk

RELOCATION ORDER

Project	Municipality	County
Freistadt District – New Road	Village of Germantown	Washington County

Description of Termini of Project

The project is located within the Village of Germantown's Freistadt District (as show in the Village's Comprehensive Plan) and contained in the following:

Section 18, Township 9 North, Range 20 East, Washington County, Wisconsin

The project termini are as follows:

Begin: A point located on the Northern right-of-way line of Freistadt Road located approximately 1,370 feet west of the centerline of Goldendale Road continuing north approximately 1,859 feet then westerly approximately 2,558 feet then northerly to a point of termination on the southern right-of-way of the Wisconsin & Southern Railroad.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 61.34(3), 61.34(3m), and 61.36, Wisconsin Statutes, the Village of Germantown orders that:

1. The said highway is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the attached ROW Acquisition Map shall be acquired by the Village of Germantown in the name of the Village of Germantown, pursuant to the provisions of Sections 61.34(3), 61.34(3m) and 61.36 of the Wisconsin Statutes.
3. This order supersedes and amends any previous order issued by the Village.

VILLAGE OF GERMANTOWN

ATTEST:

Dean M. Wolter, President (Date)

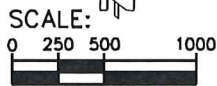
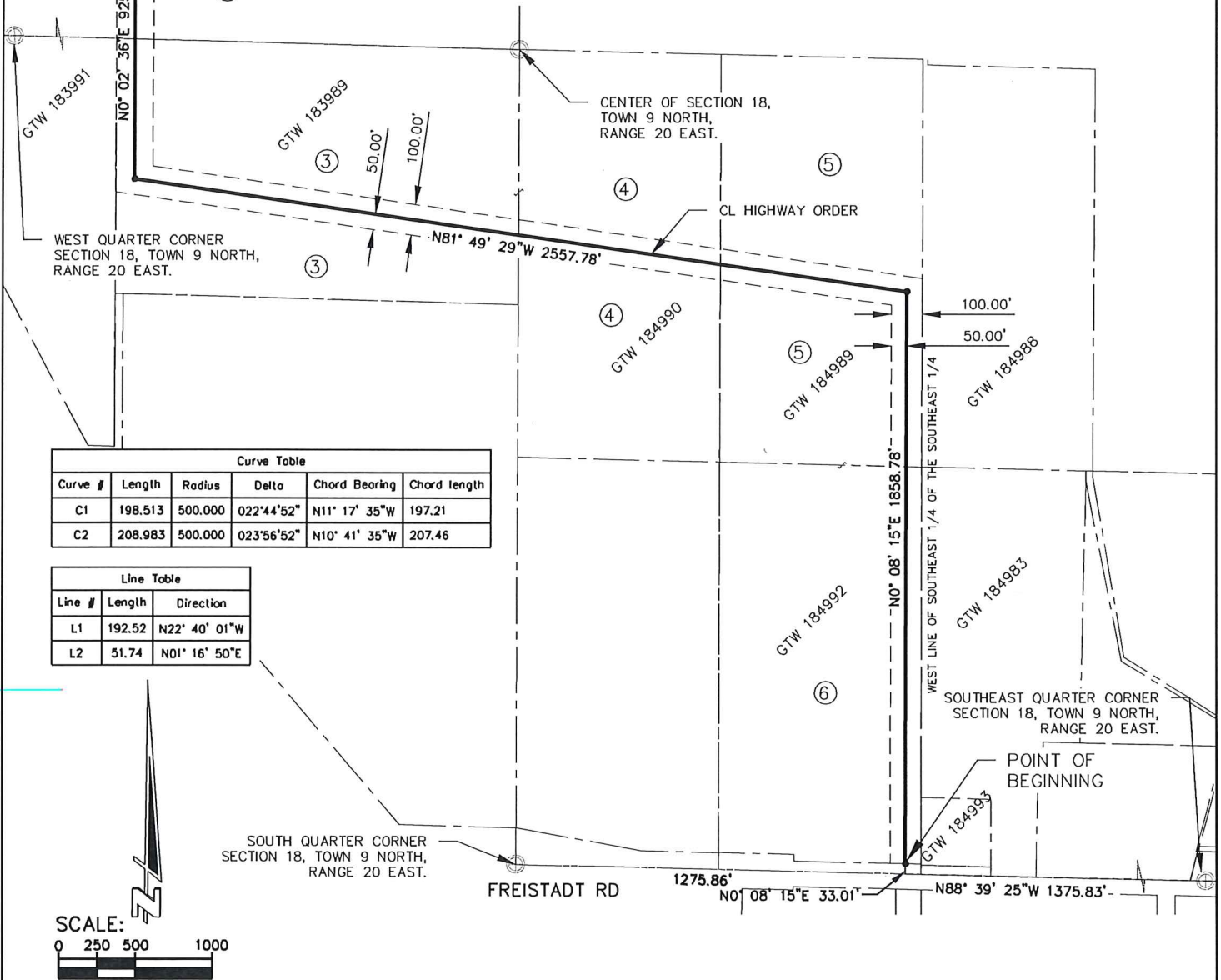
Erin Hirn, Interim Village Clerk

LEGAL DESCRIPTION

POINT OF
TERMINATION

Highway relocation order for a strip of land located in the West half of the Southeast Quarter, the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Fractional Northwest Quarter, all located in Section 18, Town 9 North, Range 20 East, the centerline of said strip more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter, of Section 18, Town 9 North, Range 20 East; Thence along the South line of said Southeast Quarter, N88°39' 25"W, 1375.83 feet to a point 50.00' west of the West line of the Southeast Quarter of the Southeast Quarter; Thence N00° 08'15"E parallel and 50.00 feet distant to the said West line, 33.01' feet to the North line of Freistadt Road, point also being the Point of Beginning of the start of a 100' wide Right of Way; Thence continuing on said line N00° 08'15"E, 1858.78 feet; Thence N81° 49'29"W, 2557.78 feet to a point 60.00 feet East of a line described as the centerline of an existing old stone fence in Parcel A, of Exhibit A, in document number 1498903, as recorded in the Washington County Register of Deeds, said point is the start of a 120 foot wide Right of Way; Thence N00° 04'51"E, and parallel to said line, 925.79 feet to the beginning of a curve; Said curve turning to the left through 22° 44' 52", having a radius of 500.00 feet, and whose long chord bears N 11° 17' 35" W for a distance of 197.21 feet; Thence, N 22° 40' 01" W, 192.52 feet to the beginning of a curve, Said curve turning to the right through an angle of 23° 56' 52", having a radius of 500.00 feet, and whose long chord bears N 10° 41' 35" W for a distance of 207.46 feet; Thence, N 01° 16' 50" E, 51.74 feet to the intersection of South line of the Wisconsin & Southern Railroad Co. Right of Way, being the point of termination.



DRAWN BY MJR	PROJECT TITLE HIGHWAY RELOCATION ORDER	 Cedar corporation engineers • architects • planners • environmental specialists land surveyors • landscape architects • interior designers	CHECKED BY BJG
DATE JULY 2023	VILLAGE OF RICHFIELD		JOB NO. R5771-0016
REFERENCE FILE PARCEL.DWG	GERMANTOWN, WI		FIGURE
DRAWING FILE RW.dwg	EXHIBIT "A"		2

FREISTADT DISTRICT ROADWAY

INTERESTS ACQUIRED

PARCEL ID	OWNER	TAX ID NUMBER	AREA ACQUIRED	INTEREST ACQUIRED
1	Holy Hill Self Storage LLC	GTNV 182-997	48,549.28 sq. ft.	Fee simple
2	Freistadt Corp	GTNV 182-998	86,289.32 sq. ft.	Fee simple
3	Freistadt Corp	GTNV 183-989	181,636.25 sq. ft.	Fee simple
4	Freistadt Corp	GTNV 184-990	66,847.28 sq. ft.	Fee simple
5	Elfi Mauch	GTNV 184-989	118,616.78 sq. ft.	Fee simple
6	Elfi Mauch	GTNV 184-992	129,056.43 sq. ft.	Fee simple

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: August 7, 2023

PLACEMENT: Action Item

ITEM TITLE: 5-Year Capital Improvements Plan

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 2023-2027 v230802

RECOMMENDATION:

ACTION BY Committee:

Village of Germantown
SUMMARY OF C.I.P. EXPENDITURES (years 2023 - 2027)
by Department

REVISED 6/26/2023

Department- Project Category	2023	2024	2025	2026	2027	Total Cost						
Data Processing						0						
Technology Hardware	\$	95,000	\$	50,000	\$	50,000	\$	245,000				
Tyler Munis Project							\$	-				
							\$	-				
							\$	-				
	\$	-	\$	95,000	\$	50,000	\$	50,000	\$	245,000		
Police Department												
Patrol Squads (24 total in Fleet/replace 2/yr; add 2%/yr)	\$	120,000	\$	156,060	\$	106,120	\$	162,360	\$	168,855	\$	713,395
ProPhoenix Upgrade							\$	40,000	\$	40,000		
Defibrillators	\$	24,000										
Department Lap Tops			\$	50,000					\$	50,000		
New Police Department Campus									\$	-		
Design (in 2023 into 2024)	\$	750,000							\$	750,000		
Building (estimate build 2024/2025 @ \$17 mil)			\$	17,000,000					\$	17,000,000		
Replace Handguns (New \$26,000 - sell existing(30%) = \$18,200)	\$	18,200							\$	18,200		
	\$	144,000	\$	924,260	\$	17,156,120	\$	162,360	\$	208,855	\$	18,595,595
Fire Department												0
Equipment Replacement												0
Replace Pumper Truck (#1764; yr mnfr 2012) replace in 2032									I	\$	-	
Replace Tender Truck (#1790; yr mnfr 1995)									N	\$	-	
Replace SCBA's and Bottle Replacement									T B	\$	-	
Replace Ambulance (#1751; yrr mnfr 2021) replace in 2031									N A	\$	-	
Replace Ambulance (#1754 yr mnfr 2011)		\$	500,000									
Replace Staff Vehicle (#1785; yr mnfr 2013)									D N	\$	-	
Replace Pumper Truck (#1762; yr mnfr 2015) replace in 2035									E K	\$	-	
Replace Ladder Truck (#1771; yr mnfr 2001) replace in 2028									D	\$	-	
Replace Ambulance (#1752; yr mnfr 2022) replace in 2034										\$	-	
Replace Staff Vehicle (#1741; yr mnfr 2016)			\$	85,000						\$	85,000	
Add UTV										\$	-	
Firefighting Water Tender Truck	\$	515,000										
Other Equipment (Fuel Tank / Station #2)	\$	40,000										
Fire Extinguisher Training Prop	\$	20,000										
	\$	575,000	\$	500,000	\$	85,000	\$	-	\$	-	\$	1,160,000
Library												
Design Second Floor Addition				\$	300,000					\$	300,000	
Concept Drawings (determine estimated cost for Second Floor)		\$	22,000							\$	22,000	
Construct Second Floor							\$	3,000,000		\$	3,000,000	
	\$	-	\$	22,000	\$	-	\$	300,000	\$	3,000,000	\$	3,322,000
Street & Highway												
Single Axle Patrol Truck			\$	260,000	\$	260,000	\$	520,000	\$	1,040,000		
Bucket Truck										\$	-	
Pick-up w/ Plow Package					\$	65,000				\$	65,000	
Tractor Loader Parks										\$	-	
F-450 Truck Body										\$	-	
Asphalt Paving (Annual Road Program)												
Salt/Brine Inseter	\$	98,000									\$	98,000
Zero Turn Mower (2)		\$	20,000		\$	38,000					\$	58,000
Pick-up/w liftgate		\$	57,000	\$	58,000						\$	115,000
Tandem Patrol Truck	\$	240,000	\$	350,000							\$	590,000
Compact loader/Skid loader		\$	100,000								\$	100,000
Road Paint sprayer		\$	10,000								\$	10,000
Ditch Mower Tractor					\$	180,000					\$	180,000
MV/Trackless			\$	245,000							\$	245,000
Air compressor/ pull behind					\$	30,000					\$	30,000
Tar Kettle & Router							\$	110,000		\$	110,000	
1 Ton Dump Truck							\$	75,000		\$	75,000	
										\$	-	
	\$	338,000	\$	537,000	\$	563,000	\$	573,000	\$	705,000	\$	2,716,000
Wastewater Utility (Wastewater typically does not borrow)												
Relining & Manhole Maint sewer lines	\$	70,000	\$	70,000	\$	70,000	\$	70,000	\$	70,000	\$	350,000
CIPP waterway crossings	\$	200,000	\$	200,000	\$	200,000	\$	200,000			\$	800,000
Epoxy encapsulation of wet wells @ Main St & Old Farm Lifts	\$	100,000									\$	100,000
Flowminutor Main Street Lift Replacement	\$	85,000									\$	85,000
Truck (552) 2005 Jet Vac Replacement	\$	35,000	\$	35,000	\$	35,000	\$	35,000	\$	35,000	\$	175,000
Joint Meter Replacement												
Pump Upgrade w/ Controls- Lift 3				\$	110,000						\$	110,000
OHV and Trailer												
Lift 2 Sanitary Sewer Relay (Concord to Pilgrim)(Built 1965, Rehab 1988)	\$	500,000									\$	500,000
Lift 2 Sanitary Sewer Relay (Sumac to Concord)	\$	225,000									\$	225,000
Old Farm Lift Paralell Force Main-24"					\$	2,100,000					\$	2,100,000
Truck (555) 2009 GMC 2500 4X4 liftgate Replacement				\$	65,000						\$	65,000
Lift 6 Land Purchase	\$	1,000,000									\$	1,000,000
Field Mobile Work Stations		\$	3,500								\$	3,500
Telemetry Equipment			\$	25,000							\$	25,000
Truck (553) 2001 GMC G3500 Hi cube w/CCTV Equipment		\$	330,000								\$	330,000
Paralell Force Main from Main Street Lift								\$	1,200,000		\$	1,200,000
Auto Bar Screen-Main Street Lift			\$	180,000							\$	180,000
Electric Pumping Equipment Lift 7 pump replacement		\$	24,000								\$	24,000
	\$	2,215,000	\$	662,500	\$	685,000	\$	2,405,000	\$	1,305,000	\$	7,272,500

Village of Germantown
SUMMARY OF C.I.P. EXPENDITURES (years 2023 - 2027)
by Department

REVISED 6/26/2023

Department- Project Category	2023	2024	2025	2026	2027	Total Cost
Water Utility						\$ -
Well Rehab						
Well #2			\$ 150,000			\$ 150,000
Well #3						\$ -
Well #4						\$ -
Well #5	\$ 150,000					\$ 150,000
Well #7		\$ 150,000				\$ 150,000
Well #11						\$ -
	\$ 150,000	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ 450,000
Well Roof Shingling-new access hatch & Fence						
Well #2 (shingles)					\$ 15,000	\$ 15,000
Well #4 (shingles)					\$ 15,000	\$ 15,000
Well #5 (shingles)					\$ 25,000	\$ 25,000
Well #7 (shingles)					\$ 15,000	\$ 15,000
Boundary Fence at Well #5 & Well #7	\$ 58,000					\$ 58,000
	\$ 58,000	\$ -	\$ -	\$ -	\$ 70,000	\$ 128,000
Well House & Tower Door Lock Upgrade						
Keyless Access (22 well houae & tower door locks)					\$ 55,000	\$ 55,000
Camera All Wells (keys and cameras maybe moved up a year or two)					\$ 56,000	\$ 56,000
	\$ -	\$ -	\$ -	\$ -	\$ 111,000	\$ 111,000
Well House VFD						
Well #2				\$ 45,000		\$ 45,000
Well #3					\$ 45,000	\$ 45,000
Well #4			\$ 45,000			\$ 45,000
Well #11						\$ -
	\$ -	\$ -	\$ 45,000	\$ 45,000	\$ 45,000	\$ 135,000
Water Tower Painting						
Tower #3		\$ 650,000				\$ 650,000
						\$ -
	\$ -	\$ 650,000	\$ -	\$ -	\$ -	\$ 650,000
Trucks-Equipment						
Vac/Valve Turner-2007 (possible move this out 2-4 years)					\$ 145,000	\$ 145,000
New Truck and Crane		\$ 105,000				\$ 105,000
	\$ -	\$ 105,000	\$ -	\$ -	\$ 145,000	\$ 250,000
Well Generators						
Well #2		\$ 300,000				\$ 300,000
Well #4			\$ 300,000			\$ 300,000
Well #7		\$ 300,000				\$ 300,000
250 kw Load Bank					\$ 30,000	\$ 30,000
	\$ -	\$ 600,000	\$ 300,000	\$ -	\$ 30,000	\$ 930,000
Well Antenna System-this is half sewercovers the other half						
Well Antenna System (50% water & 50% sewer)		\$ 150,000				\$ 150,000
	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000
Water Main Relay						
Well #4-Prelube line & new outlet piping			\$ 75,000			\$ 75,000
Division Road??						
Santa Fe, Apache, Indianwood Dr, Cherokee, Commanche, Pawnee,						
Council Bluffs- (13) Hydrants Replacments					\$ 150,000	\$ 150,000
Shagbark Ln		\$ 450,000				\$ 450,000
Loop Sunny View, Daniels, Kurt, Williams & Roberts?				\$ 550,000		\$ 550,000
Glenwood Park	\$ 1,155,770					\$ 1,155,770
Hydrant and Valve Work Due to Road Construction		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 300,000
	\$ 1,155,770	\$ 525,000	\$ 150,000	\$ 625,000	\$ 225,000	\$ 2,680,770
	\$ 1,363,770	\$ 2,180,000	\$ 645,000	\$ 670,000	\$ 626,000	\$ 5,484,770

Village of Germantown
SUMMARY OF C.I.P. EXPENDITURES (years 2023 - 2027)
by Department

REVISED 6/26/2023

Department- Project Category	2023	2024	2025	2026	2027	Total Cost
Recycling Center						
Wheel Loader	\$ -	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks and Recreation						
Village-Wide Trail/Pathway Network Plan						\$ -
Land Acquisition – Community Park						\$ -
Dheinsville Park Festhalle – Bird Netting System						\$ -
Kinderberg Park – resurface tennis courts						\$ -
Alt Bauer Tennis		\$ 56,000	\$ 50,000			\$ 106,000
Ball Diamon Renovations (Haupt/Friedenfeld)	\$ 65,000					\$ 65,000
Kinderberg Park Playground	\$ 300,000					\$ 300,000
Community Park Master Plan & Phase 1 Development		\$ 2,000,000				\$ 2,000,000
Trail/Pathway System Implementation (4 annual Phases)		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 400,000
Picnic Tables	\$ 49,000					\$ 49,000
Community Park Development – Phase 2 Development			\$ 750,000			\$ 750,000
Community Splashpad & All-Inclusive Playground		\$ 1,000,000				\$ 1,000,000
Community Park Development – Phase 3 Development				\$ 500,000		\$ 500,000
Friedenfeld Park Master & Design Development Plans						\$ -
Friedenfeld Park Utilities & Restroom/shelter Building				\$ 1,500,000		\$ 1,500,000
Stump Grinder	\$ 93,000					\$ 93,000
Pick-up Truck w/ Lift Gate	\$ 55,000					\$ 55,000
	\$ 562,000	\$ 3,156,000	\$ 900,000	\$ 2,100,000	\$ 100,000	\$ 6,818,000
Engineering						
Village Owned Pond Survey and Restoration (Jefferson Ponds-2027)		\$ 25,000	\$ 25,000	\$ 25,000	\$ 75,000	\$ 150,000
Lannon Rd & Maple Rd Intersection Improvements (HSIP funded)						\$ -
Intermodel/sidewalk Connectivity program		\$ 50,000		\$ 50,000		\$ 100,000
Sidewalk Program	\$ 45,000					\$ -
Woodlannd Dr. Area (rural road areas) Drainage Improvements						\$ -
Easement cost through SE corner Goldendale Rd/Holy Hill Rd for sanitary sewer to serve NE corner of same intersection			\$ 400,000			400000
Layout/Design future frontage Road (Holy Hill Rd to Shady Ln)		\$ 125,000				\$ 125,000
Division Road Reconstruction (Survey/Design)		\$ 290,000				\$ 290,000
Asphalt Paving (Annual Road Program)(Moved from Street Budget)	\$ 1,000,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 7,000,000
	\$ 1,045,000	\$ 1,990,000	\$ 1,925,000	\$ 1,575,000	\$ 1,575,000	\$ 8,110,000
Buildings						
Historical Bell Museum						\$ -
Historical Wolf Haus						\$ -
Fire Station #2	\$ 189,000					\$ 189,000
Survive Alive House						\$ -
Spassland Shelter						\$ -
Kinderberg Shelter						\$ -
Kinderberg Splash Pad						\$ -
Recreation Building (Old Fire House #1)						\$ -
Firemens Park Restroom						\$ -
Firemans Park Restroom	\$ 39,000					\$ 39,000
Fire Company Building	\$ 30,000					\$ 30,000
Senior Center						\$ -
Village Hall						\$ -
Library						\$ -
Police Department						\$ -
Police Annex						\$ -
	\$ 258,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,258,000
TOTAL (INCLUDES WATER AND WASTE WATER UTILITIES)	\$ 6,500,770	\$ 10,566,760	\$ 22,509,120	\$ 8,335,360	\$ 8,069,855	\$ 55,981,865
TOTAL 2023 LESS WATER AND WASTE WATER UTILITES	\$ 2,922,000	\$ 7,724,260	\$ 21,179,120	\$ 5,260,360	\$ 6,138,855	\$ 43,224,595

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: August 7, 2023

PLACEMENT: Action Item

ITEM TITLE: Public Administration Associates Recommendations for the
Recruitment of the Director of Public Works and Village Engineer

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. PAA Memo 230807

RECOMMENDATION:

ACTION BY Committee:



Public Administration Associates, LLC

To: Steve Kreklow, Germantown Village Administrator

PAA, LLC was contracted by the Village of Germantown to provide part-time staffing as the Interim Director of Public Works and perform recruitments for both the Public Works Director's position and that of the Village Engineer.

The following observations have been made during the past several of weeks as to the status and condition of the Public Works Department.

- 1) The Village of Germantown has excellent growth in residential, commercial and industrial developments which require significant involvement of Village DPW staff in project management and engineering.
- 2) The Village of Germantown additionally utilizes/purchases significant time of engineering consultants to perform engineering tasks including design, inspection, project management and various other engineering tasks.
- 3) The Village of Germantown maintains significant public infrastructure that services the community. Infrastructure includes roads, streets, water systems, storm water systems, parks and buildings.
- 4) A review of the 2023 Germantown Pay Matrix, specifically for Public Works Department management staff, indicates a below market pay condition for the Director, Village Engineer and Superintendents.

PAA's recent experience with the recruitment processes for these municipal positions is that they are very sensitive to the job market and, as such, municipalities must be willing to increase hiring ranges and even provide additional financial incentives to attract high quality candidates. PAA would like to have the conversation with you and the Village Board to make sure that the Village is prepared to fully compete for the experienced and talented candidates that you would like to have in these critical leadership positions.

PAA's experience in recruitment for the Director's position, the Village Engineer position and others indicates that the posted salary ranges must be adjusted to compete in the marketplace for these experienced and talented new hires. Recent recruitments in comparable municipalities for the Director's position place competitive salary ranges in the near \$120K and above range with the Village Engineer in the near \$110K and above range.

PAA is recommending the following pay ranges for the Director and Village Engineer given the realities of the current municipal job market:

POSITION	HIRE	MIDPOINT	MAX
Director	\$115,000	\$122,500	\$130,000
Village Engineer	\$105,000	\$112,500	\$120,000

The Village should look at the recommended increases in salary ranges as an investment in the long-term sustainability of the community's infrastructure by having skilled and qualified village employees play important roles in those investments and by utilization of their skills and experiences in performing those oversight and engineering tasks. The additional increase in salaries is readily recoverable in the saving generated by reducing some of the dependence on consultant engineering services.

PAA, LLC is looking forward to having a conversation with both you and the Village Board before finalizing the executive search efforts for these important positions.

Additionally, attached to this letter please find a list of current rates for engineering consultant services from a current Village of Germantown contract. These rates should provide you with a good comparison of industry labor rates.

Respectfully,



Bruce Stelzner

PAA, LLC Associate

Exhibit A

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2023 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - \$175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

REIMBURSABLE EXPENSES

1. All equipment, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate. Field Service vehicle mileage will be reimbursed based on \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: August 7, 2023

PLACEMENT: Action Item

ITEM TITLE: Report on Additional Police Officer Candidate in WCTC Police Academy Fall Class

SUBMITTED BY: Mike Snow, POLICE CHIEF

SUMMARY EXPLANATION:

We are requesting permission to hire an officer to begin the academy August 9th, 2023. This is an unfunded position in 2023. We have given a conditional offer to a lateral candidate to fill our immediate vacancy.

We know of a retirement in January of 2024. That officer has submitted notice of his intent to retire January 2nd of 2024. If we start an officer in the academy now, they would be in the FTO process by the time the officer retires. If we wait, there is no guarantee we can get an officer in the next academy in January, and if we did, we would be short an officer until that officer finished the academy and the field training process. That means we would be short a minimum of one officer until October of 2024. This would have a significant impact on our overtime budget.

The officer would attend the academy at the academy rate of pay, which is \$22.50. At the conclusion of the academy, in December, the officer would receive starting patrol pay of \$30.87.

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee: