

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, APRIL 7, 2014 7:00 p.m.

LOCATION: Germantown Village Hall Board Room

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PRESIDENT'S REPORT**
- V. **PRESENTATION TO OUTGOING TRUSTEE MELVIN K. EWERT**
- VI. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS:**
The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney and Village Clerk.
- VII. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes)
- VIII. **CONSENT AGENDA:**
- A. Minutes – March 17, March 24 & March 31, 2014
- B. Accounts payable/payroll
1. March 25, 2014 Accounts payable \$ 781,833.51
2. March 25, 2014 Payroll (hourly) \$ 212,067.29
3. March 31, 2014 Payroll (salary) \$ 76,245.31
4. March 2014 Accounts Payable \$ 70,489.49
- C. Operator Licenses – April 8, 2014 – June 30, 2014
 Melissa A. Cohan, Dawn M. Fouche', Alyssa M. Gagnon, Karen L. Muesch, Sara B. Myrhum, Nancy M. Oinas, and Kimberly J. Susnik [Recommended Approval]

VIII. CONSENT AGENDA continued:

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

- D. Payment of three invoices for D. F. Tomasini totaling \$18,456.00 for emergency water line failures on Blackstone Circle. [Recommended Approval]
- E. Change Order not to Exceed \$25,100 to Visu Sewer for the Relining of the 31 foot Manhole on County Line Road, with funds allocated from Acct. #60-180-183-3140 [Recommended Approval]

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

- F. Resolution Approving Amendments to the 2014 Budget, Totaling \$201,652 for Capital Account and \$149,610 for General Fund Carryovers and Designating Certain 2014 Capital Project Costs That can be Covered with Existing Funds from General Reserve Account in the Amount of \$279,000 [Recommended Approval]
- G. Resolution Authorizing the Charge Off of Uncollected 2012 Delinquent Personal Property Taxes in the Amount of \$6,109.64, of Which the Village Share is \$1,495.73, Plus a charge back to TIF #4 of \$16,817.65 [Recommended Approval]
- H. Resolution Approving Amendments to the 2014 Budget for the Parks Department Emerald Ash Borer Plan to Include Line Items for Salaries and Benefits for the Intern and Additional Funds Allocated to Street Tree Maintenance Acct. #10-553-530-5290 for EAB Supplies and Expense [Recommended Approval]
- I. Approve the Purchase of Computers for the Senior Center Computer Lab in the Amount of \$6,256 from Acct. #40-554-570-8420 [Recommended Approval]
- J. 2014 Salary Resolution Amendment Adding Historic Preservation Commission Per Meeting Payment and Senior Center Assistant Part Time Position [Recommended Approval]
- K. Resolution Establishing the 2014 Fee Schedule for Weights and Measures Devices Required Under Section 12.26 of the Municipal Code [Recommended Approval]
- L. Facility Usage Agreement With West Bend Youth La Crosse Inc. for Recreation Field Usage at Kinderberg Park [Recommended Approval]
- M. Facility Usage Agreement With Germantown Diamond Baseball Club for Recreation Field Usage at Village Parks [Recommended Approval]

IX. UNFINISHED BUSINESS: None

X. PUBLIC HEARINGS – 7:00 P.M. OR LATER –*The purpose of said hearing(s) is to hear any and all parties, their attorneys or agents, for or against the application(s) filed by the petitioner(s).*

- A. RJR Associates, Agent for AT&T Wisconsin, Operator & Lessee, and David Mitchell, Property Owner, Tax Key No. 121-985, W124 N13185 Wasaukee Road; Request for approval of a Conditional Use Permit for the Installation & Operation of a Wireless Communication Facility, including a 150' Monopole Tower and Accessory Equipment Compound pursuant to Wis. Stat. 66.0404 and Section 17.56 of the Village Zoning Code

X. PUBLIC HEARINGS continued:

- B. Scott Bence, Agent for Wexford Heights LP, Property Owner; Fond du Lac Avenue, Tax Key No. 264-309, (Lot 9 Hillside View Subdivision; STH 145 ¼-mile North of Donges Bay Road) application filed for Comprehensive Plan Map Amendment to the 2020 Land Use Plan Map classification for a 3.05-acre property from the "Low Density Residential" to the "High Density Residential" classification (Ordinance Amendment)
- C. Scott Bence, Agent for Wexford Heights LP, Property Owner; Fond du Lac Avenue, Tax Key No. 264-309, (Lot 9 Hillside View Subdivision; STH 145 ¼-mile North of Donges Bay Road) Application to rezone a 3.05-acre property from the B-1: Neighborhood Business District to the Rm-1: Multi-Family Residential District pursuant to Sections 17.22 of the Village Zoning Code (Ordinance Amendment) to develop an 18-unit multi-family residential development
- D. Chad Gettelman, Agent for James Purvis, Property Owner; W172 N13461 Division Road; Request for Rezoning of 14.28-acre parcel (A-2 to Rs-1) with frontage on both Division Road & Bonniwell Road (Ordinance Amendment) 2-Lot Certified Survey Map (CSM) to create two parcels

XI. NEW BUSINESS:

- A. RJR Associates, Agent for AT&T Wisconsin, Operator & Lessee, and David Mitchell, Property Owner, Tax Key No. 121-985, W124 N13185 Wasaukee Road; Request for approval of a Conditional Use Permit for the Installation & Operation of a Wireless Communication Facility, including a 150' Monopole Tower and Accessory Equipment Compound pursuant to Wis. Stat. 66.0404 and Section 17.56 of the Village Zoning Code
- B. Scott Bence, Agent for Wexford Heights LP, Property Owner; Fond du Lac Avenue, Tax Key No. 264-309, (Lot 9 Hillside View Subdivision; STH 145 ¼-mile north of Donges Bay Road) application filed for Comprehensive Plan Map Amendment to the 2020 Land Use Plan Map classification for a 3.05-acre property from the "Low Density Residential" to the "High Density Residential" classification (Ordinance Amendment) & Application to Rezone a 3.05-acre property from the B-1: Neighborhood Business District to the Rm-1: Multi-Family Residential District pursuant to Sections 17.22 of the Village Zoning Code (Ordinance Amendment) to develop an 18-unit multi-family residential development
- C. Chad Gettelman, Agent for James Purvis, Property Owner; W172 N13461 Division Road; Request for Rezoning of 14.28-acre parcel (A-2 to Rs-1) with frontage on both Division Road & Bonniwell Road (Ordinance Amendment) & Approval of 2-Lot Certified Survey Map (CSM) to create two parcels
- D. Authorization to Contract With Air-Land Surveys to Provide Aerial Survey With 1' Contours for Lands Between Maple Drive and Appleton Ave. South of Lannon Road for a Fee of \$9,350
- E. Village of Germantown; 2-Lot Certified Survey Map (CSM) requested approval for purposes of re-dividing an existing parcel totaling 23.9 acres in the Germantown Business Park (Washington Drive)

XI. NEW BUSINESS continued:

- F. Resolution Authorizing the Borrowing of Not To Exceed \$3,795,000; and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor
- G. Deutschstadt Heritage Foundation Application for PUBLIC Grant Program – Mai-Fest, May 16-18, 2014
- H. Intergovernmental Cooperation Agreement With Milwaukee Metropolitan Sewerage District (MMSD) for the Construction of the Alt Bauer Park Parking Lot
- I. An Ordinance Amending Section 3.08 of the Municipal Code of Germantown Relating to the Village's Purchase and Claims Procedures
- J. An Ordinance Amending Section 5.11 of the Municipal Code of Germantown Relating to the Regulation of Burning Within the Village – Fire Dept.

XII. ADJOURNMENT

The next Village Board meeting will be on April 15, 2014 at 6:30 p.m.

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For Additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

**VILLAGE OF GERMANTOWN
SPECIAL VILLAGE BOARD MEETING MINUTES
MARCH 24, 2014**

CALL TO ORDER: The meeting was called to order at 6:08 p.m. by President Wolter

ROLL CALL: President Wolter, Trustees Baum, Daniels, Ewert, Hughes, Vanderheiden, and Zabel. Trustees Kaminski and Werderman were absent and excused. Also present: Administrator Schornack, Attorney Sajdak and Clerk Goeckner.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing: None.

NEW BUSINESS:

- A. Amendment to Offer to Purchase Lot 41 and 42 in the Germantown Business Park – Airgas Safety Development
Attorney Sajdak presented the information regarding this item. Need to publish public hearing notice of resolution to vacate a right of way within the property which requires a Class 3 publication prior to hearing. This sets a date of no later than April 25th for the closing and allows ability to begin work on site as was originally arranged with earlier closing date. **MOTION (Zabel/Baum) to approve Amendment to Offer to Purchase Lot 41 and 42 in the Germantown Business Park – Airgas Safety Development, as presented. Discussion. Carried unanimously.**
- B. Authorization for Village President to execute Petition to Discontinue North Patton Court and to Set Public Hearing on the Petition for April 15, 2014
MOTION (Zabel/Ewert) to approve Authorization for Village President to execute Petition to Discontinue North Patton Court and to set public hearing on the petition for April 15, 2014, carried unanimously.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:16 p.m.

Barbara K. D. Goeckner MMC/WCPC
Village Clerk

**VILLAGE OF GERMANTOWN
SPECIAL VILLAGE BOARD MEETING MINUTES
MARCH 31, 2014**

CALL TO ORDER: The meeting was called to order at 6:08 p.m. by President Wolter

ROLL CALL: President Wolter, Trustees Daniels, Ewert, Kaminski, Vanderheiden, and Zabel. Trustee Baum was absent and excused. Trustees Hughes and Werderman were absent. Also present: Administrator Schornack, Attorney Sajdak and Clerk Goeckner.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

PRESIDENT'S REPORT:

TIF #6 creation information is on website for download. Home page will give direction where to find that document.

President Wolter expressed a concern and would like to indicate direction that GGF Committee and Village Board look at a solution in the IT area for the Village. Staff are running into issues daily and small issues become large problems quickly. Police and Fire need to be protected and we take credit cards that need to be protected. We need someone to come in soon to help alleviate issues.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing: None.

NEW BUSINESS:

- A. Review and consider Developer Agreement for Airgas Project in TIF #4 Germantown Business Park
Attorney Sajdak presented information on the Developer's Agreement with Airgas Safety, Inc. and related documents and noted most recent changes. **MOTION (Zabel/Ewert) to approve the Developer Agreement for Airgas Project in TIF #4 Germantown Business Park as presented with related Exhibits, carried unanimously.**

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:25 p.m.

**Barbara K. D. Goeckner MMC/WCPC
Village Clerk**

VIII F.

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

MEETING DATE: March 18, 2014 GGF
April 7, 2014 VB

PLACEMENT: Consent

ITEM TITLE: **Resolution** – Approving Amendments to the 2014
Budget – Capital Account and General Fund
Carryover

SUBMITTED BY: Kim Rath, Finance Director

SUMMARY EXPLANATION:

Attached is a listing of requested carryover amounts from 2013. The first section details existing Capital projects that were funded in 2013 and need completion in 2014. The second section are 2013 General Fund items that will either be completed in 2014 or are a standard non-lapsing fund such as the Library County revenue and the Hotel/Motel tourism funds. The third section details 2014 Capital Projects that will be funded with General Reserve Funds on hand rather than borrowing new money.

ATTACHMENT: ORDINANCE____ RESOLUTION XX OTHER XX

Detailed Spreadsheets

RECOMMENDATION:

Approval

ACTION BY Committee

Forward to VB with Positive Recommendation

**APPROVING AMENDMENTS TO THE 2014 BUDGET
Capital Account and General Fund Carry Over**

WHEREAS, the Village Board of the Village of Germantown approved the appropriation of funds for operations for the year 2014, and,

WHEREAS, funds for various Capital Projects and General Fund expenditures were included in the 2013 Budget and have not been fully expensed, and;

WHEREAS, several projects are still ongoing, or will have its excess funds attributed to another capital project, as detailed in the attached listing, totaling \$149,610 for General Fund and \$201,652 for Capital Fund 40, and,

WHEREAS, the Village Board has designated certain 2014 Capital Project costs that can be covered with existing funds from our General Reserve account in the amount of \$279,000, and

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown that the 2014 Budget be amended according to the attached list, and

BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized and directed to publish a copy of this Resolution as a Class I Notice in accordance with Section 65.90 (a) Wisconsin Statutes.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, President

ATTEST:

Barbara K.D. Goeckner, MMC/WCPC
Village Clerk

2013 to 2014 Carry Over

Capital Projects Fund

Account	Department	Description	Purpose	Amount
40-521-570-8456	Police	Building Improvements	Squad Cameras	10,350
40-542-570-8810	Highway	Asphalt Paving -	Asphalt Paving	92,654 *
40-551-570-8435	Library	Automation Equipment	Library	17,270
40-522-570-8530	Fire	Other Equipment	Defibrillator-Phillips Monitor Upgrade	63,375
40-541-570-8911	DPW/Admin	Pilgrim Road	Pilgrim Road	18,003
				201,652

General Fund

Account	Department	Description	Purpose	Amount
10-563-530-4400	Planning	Contracted Services	Costs associated with Survey	9,126
10-542-570-8100	Highway	Miscellaneous Gen Capital	Band Saw	4,000
10-567-530-7950	Municipal Development	Hotel/Motel Tax - Muni Promotion	Betterment - rolling funds	41,644
TBD	Library	County Non lapsing Funds	County Library Line items	81,746
10-511-570-8100	Legislative - Board	Miscellaneous Gen Equipment	Board Room Video/Audio Updates	8,414
10-521-570-8100	Police Department	Miscellaneous Capital Equipment	(4) Commando Rifles from sale of old shotguns - rec'd 7/22/14 \$6254.01	4,680
				149,610

Budget Amendment for Capital Equipment Funds from General Reserve

Account	Department	Purpose	Amount
	Police	Replace UPS	30,000
		Mercom Audio Logger	45,000
		Server Array Cluster Virtual	30,000
		Replace Rifles & Squad Mounts	31,000
	Fire	Computers & Software	23,000
		Turn Out Gear	50,000
		Communications Equip	20,000
	Highway	Fork Lift	20,000
		Iron Worker Tool	30,000
			279,000
10-100-110-3000	General Fund State Pool	(279,000.00)	
40-100-110-3000	Capital Projects Fund Pool	279,000.00	

Amounts in 2014 Budget to be funded from General Fund Reserve

Date Processing	Website - Second Installment Civic Plus	12,893.11
Fire Department	Wages - Weekend Staffing	40,000.00
		52,893.11

* LRIP - \$40,560
 Kleinmann - \$40,544
 Balance 2013 Asphalt
 paving - \$11,550

VIII B.

**Business of the Village Board
and/or
General Government & Finance Committee
Germantown, WI**

MEETING DATE: March 18, 2014 General Government & Finance Comm
April 7, 2014 Village Board

PLACEMENT: Consent

ITEM TITLE: Resolution to Charge back 2012 Personal Property

SUBMITTED BY: Kim Rath, Finance Director

SUMMARY EXPLANATION:

Attached is a listing of delinquent 2012 Personal Property Taxes. The amounts applicable to other taxing authorities have been charged back. The Village's share is \$1495.73. The majority of the accounts are either out of business or no longer in the Village. Other accounts that are still deemed collectible will be pursued by Waukesha County collections.

For taxes assessed as of January 1, 2011 a taxation district may **only** charge-back personal property taxes if the taxes are owed by an entity that had ceased operations, or filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll. The Village will need to work closely with our Assessing firm to monitor habitually unpaid accounts to determine whether they should be either removed from the tax roll all together or pursued more aggressively through collections or the court system. Our inability to charge back accounts that are appropriately taxed, yet not paid, will be costly to the Village.

ATTACHMENT: ORDINANCE___ RESOLUTION_XX___ OTHER___

Approval GGF - Positive Recommendation to Forward to VB

RESOLUTION NO. - 14

RESOLUTION AUTHORIZING THE CHARGE OFF OF UNCOLLECTED
2012 DELINQUENT PERSONAL PROPERTY TAXES

WHEREAS, various 2012 personal property taxes due to the Village of Germantown have not been paid and are deemed uncollectible, and,

WHEREAS, for taxes assessed as of January 1, 2011, a taxation district may only charge back personal property taxes if the taxes are owed by an entity that has ceased operations, or filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll, the Village Treasurer has, in accordance with the provisions of Section 74.42 (1) Wisconsin Statutes, charged back to each taxing jurisdiction its proportional share of the uncollected personal property taxes, and,

WHEREAS, the Village Treasurer has, in accordance with the provisions of Section 74.42 (1) Wisconsin Statutes, charged back to each taxing jurisdiction its proportional share of the uncollected personal property taxes, and,

WHEREAS, other delinquent accounts have been sent to Waukesha County for further collection efforts, and,

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown, Washington County, Wisconsin, that the following uncollected 2012 personal property taxes will be removed from the general ledger: Please see attached listing of accounts which total \$6109.64, of which the Village share will be **\$1495.73**, Plus a charge back to TIF#4 of \$16,817.65.

Introduced by: _____

Date Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Barbara K.D.Goeckner, MMC/WCPC
Village Clerk

VIII H.

**BUSINESS OF
THE VILLAGE BOARD OF THE VILLAGE OF GERMANTOWN**

MEETING DATE: April 7, 2014

PLACEMENT: Consent - forwarded by GGF 3/18/14

ITEM TITLE: **Resolution** – Approving Amendments to the 2014
Budget – Parks Department EAB Plan

SUBMITTED BY: Kim Rath, Finance Director
Justin Casperson, Park & Recreation Director

SUMMARY EXPLANATION:

Amend Park Department Budget to allocate funds for the EAB Response Plan as outlined by Park & Recreation Casperson. Original funding for EAB Response was in the Capital Budget.

ATTACHMENT: ORDINANCE____ RESOLUTION _XX_ OTHER _XX_

EAB Response Plan by Justin Casperson, Park & Recreation Director

RECOMMENDATION:

Approval

ACTION BY Committee

**APPROVING AMENDMENTS TO THE 2014 BUDGET
EAB Response Plan**

WHEREAS, the Village Board of the Village of Germantown approved the appropriation of funds for operations for the year 2014, and,

WHEREAS, funding for an EAB Response Plan was included in the Capital Funds Budget Line allocation 40-553-570-8610 in the amount of \$25,000 with the funding coming from General Fund Reserves, and,

WHEREAS, the response plan as outlined by Park & Recreation Director Casperson being better suited to run through the General Fund with funding being allocated to cover a summer intern, treatment, removals and replacements, and education, and,

WHEREAS, the Parks Department Budget will be amended to include line items for salaries and benefits for the intern and additional funds allocated to Street Tree Maintenance account 10-553-530-5290 for EAB supplies and expense, and,

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown that the 2014 Budget be amended according to the attached list, and

BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized and directed to publish a copy of this Resolution as a Class I Notice in accordance with Section 65.90 (a) Wisconsin Statutes.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, President

ATTEST:

Barbara K.D. Goeckner, MMC/WCPC
Village Clerk

Parks Department

Line Item	Description	Current Budget	Change	2014 Amended
10-553-510-1810	SALARIES - EAB INTERN	0	5,280	5,280
10-553-520-2100	SOCIAL SECURITY	13,447	404	13,851
10-553-530-7300	INSURANCE & BONDS	12,337	277	12,614
10-53-530-5290	STREET TREE MAINTENANCE	15,000	19,039	34,039
	Total	40,784	25,000	65,784
40-553-570-8610	EAB RESPONSE PLAN	25,000	(25,000)	0

GENERAL GOVERNMENT & FINANCE COMMITTEE
GERMANTOWN, WI

MEETING DATE: March 18, 2014

AGENDA ITEM: New Business

ITEM TITLE: Authorization to utilize funds for the 2014 Emerald Ash Borer (EAB) Response Plan

SUBMITTED BY: Justin Casperson, Park & Recreation Director

SUMMARY EXPLANATION:

As EAB continues to move closer to Germantown, the Village was compelled to directly address this invasive insect. In 2013, the Village Board approved \$25,000 to be used toward the EAB response plan. The plan includes preemptive ash tree removals, treatments, and replacements. The Village will explore both in-house and contracted services for implementation. The goal of the EAB response plan is to effectively and efficiently reduce EAB's impact on the community while continuing to provide the same level of services to residents. In order to maintain both the health of the urban forestry and the safety of residents, the staff are proposing the following three-step EAB response plan for 2014:

- 1) Intern – The Village does not currently employ personnel that are dedicated solely to the care and management of the community's urban forestry. An intern will be a valuable and efficient resource to provide both the time and the expertise that is required to ensure the urban forest's health and well-being. A public tree inventory and evaluation was completed by the Wachtel Tree Science in 2006. Since that evaluation in 2006, there have been numerous removals, replacements, and changes to the inventory and overall health of the urban forest; however, those changes have not been updated in the Village's GIS system. The intern will identify, evaluate, measure, and map the more than 4,500 public trees. He or she will also be available to assist with ash tree treatments, removals, replacements and make additional recommendations for the future. Wachtel Tree Science proposed a bid of \$21,200 for these services in 2013. An intern can complete these services for substantially less as seen below.

1 person x 12 weeks x 40 hours per week x \$11.00 per hour	=	\$ 5,280.00
<u>Plus social security (7.65%) & workers' compensation (5.25%)</u>	=	<u>\$ 681.12</u>
Total	=	\$ 5,961.12

- 2) Treatments, Removals, & Replacements – The Village has identified several key locations with high ash tree population densities. It is critical that a systematic approach be used to ensure the validity of the tree canopy and reduce the impact of EAB in the immediate area. Based on the 2006 inventory, there are over 4,500 public trees in the Village. 817 (20%) of those public trees are ash trees. The street tree sections with the greatest ash tree population densities are on Mequon and Pilgrim Roads. There are 243 (58%) ash trees located on 3.2 miles of road. The public areas with greatest ash tree populations are Firemen's and Spassland Park. There are 127 trees (32%) located in the two parks.

The intern will identify and evaluate all public trees, but concentrate his or her time in the high ash tree population densities sections. The intern will make recommendations for treatments, removals, and replacements. The staff will determine the most cost effective way for removals and replacements.

Tree removal is the most hazardous aspect of arboriculture, especially street trees. Street trees are most often located in confined spaces near traffic, utility lines, homes, fences, and other sensitive areas. The roads and sidewalks must also be blocked off causing traffic and pedestrian interruptions. The stump removal requires special equipment and careful consideration of underground utilities. The replacement trees must be able to tolerate poor soils, air pollutants, and road salt. Replacement trees require new top soil, mulch, and water. Budget estimating is very challenging without the exact measurement of the tree diameter at breast height (DBH), location, and other specific circumstances. The goal is to remove and replant approximately 75 trees per year for the next ten years. Budget estimates cannot be completed until an inventory and evaluation is performed.

3. Education – It is imperative to generate public awareness about EAB. An informed public is much more cooperative and understanding than one that has not been adequately prepared to deal with EAB. To help raise awareness about EAB, the intern will assist the Village and its efforts to educate the public about EAB. The educational goal is to provide the community with strategies, tools, and techniques that will be used to protect the community's urban forest against EAB. This will be accomplished in the following ways:

- The Department will encourage local media to feature articles about EAB and demonstrate how other communities are dealing with the insect.
- The Department will inform residents that an EAB Response Plan is in place and will keep them updated on its progress as well as the continued needs of the municipality to address EAB.
- The Department will invite experts to speak on EAB at appropriate community events such as Arbor Day programs or Board & Commission meetings.
- The Department will distribute flyers, leaflets, and identification cards.
- The Department will provide a link to the EAB website (www.emeraldashborer.info) on their website.
- The Department will provide the history of EAB, FAQs, known locations, and treatment options for private residents.
- The Department will inform the public where they can take ash tree debris and advise of any specific quarantine rules.

ATTACHMENT:
2013 Wachtel Bid

RECOMMENDATION:

To allow Village staff to use 2014 budget monies for the EAB response plan as listed above.

www.healthytrees.com



wachtel@wachteltree.com

July 17, 2013

Village of Germantown

Budget Estimates for Reinventory of public trees (Streets and Parks/Public Facilities)

Streets = \$13,000

Parks/Public Facilities = \$6,000

EAB Readiness/Implementation Plan = \$2,200

John T. Gall
Special Projects Coordinator
Certified Arborist WI-0249AM
Certified Municipal Specialist

VIII J.

RESOLUTION NO. R - 14

**2014 SALARY RESOLUTION AMENDMENT
ADDING HISTORIC PRESERVATION COMMISSION PER MEETING PAYMENT
and SENIOR CENTER ASSISTANT PART TIME POSITION**

WHEREAS, the Village of Germantown approved a 2014 Salary resolution at the February 3, 2104 Village Board Meeting, and;

WHEREAS, the Village Board on May 6, 2013 had authorized a per meeting payment of \$20.00 to members of the Historic Preservation Commission to be effective on April 15, 2014, and

WHEREAS, the Senior Assistant part time position had been covered under Recreation's Program expense and wasn't a recognized position specifically for the Senior Center, and

NOW THEREFORE BE IT RESOLVED that the attached Amended Salary and Compensation Schedule for fiscal year January 1 through December 31, 2014 is approved with an additional line to reflect a \$20 per meeting payment for members of the Historic Preservation Commission effective April 15, 2014 and establishes a part time office assistant in the Senior Center.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter President

ATTEST:

Barbara Goeckner, Village Clerk

2014 SALARY AND COMPENSATION SCHEDULE

1. Legislative			
a. Village President	\$8,000	annually	
b. Village Trustees	5,500	annually	
2. Village Offices - General			
a. Public Works Secretary	\$21.61	per hour	
b. Deputy Treasurer	23.15	per hour	
3. Administrative & Related			
a. Village Administrator	\$97,248	annually	
b. Village Clerk	63,750	annually	
c. Village Finance Director	70,489	annually	
4. Public Works			
a. Director of Public Works	\$90,598	annually	
b. Village Engineer	74,448	annually	
c. Superintendent Highways, Parks & Bld. Ground	63,756	annually	
d. Superintendent Water	63,756	annually	
e. Foreman - Hwy, Parks, Bldg., Grds	62,100	annually	
f. Superintendent Wastewater	63,756	annually	
g. Community Development Director/Planning	72,427	annually	
h. Part-time Public Works Dept			
Range - low	8.74	per hour	
Range - high	12.00	per hour	
5th Year -- Recycling Aids ONLY	11.23	per hour	
i. Summer Intern - Engineering	10.50	per hour	
5. Public Safety			
a. Police Chief	\$93,458	annually	
b. Police Captain	85,604	annually	
c. Police Lieutenant	81,833	annually	
d. Communications Supervisor	55,087	annually	
e. Police Secretary	22.09	per hour	
f. Fire Chief - TBD	-	annually	
g.1 P.T. Deputy Fire Chief	3,904	annually	
g.2 During Weekend Staffing	7,800	annually	
h. P.T. Fire Dept. Captain	1,853	annually	
i. P.T. Fire Dept Lieutenants	1,111	annually	
5a Telecommunicators			
a. Start	\$17.73	per hour	
b. One Year	18.54	per hour	
c. Two Year	19.38	per hour	
d. Three Year	20.21	per hour	
e. Four Year	21.02	per hour	
f. Five Year	21.84	per hour	
g. Seven Year	22.67	per hour	
6. Parks, Recreation & Senior Center			
a. Recreation Director - Eff 4/22/14	\$58,650	annually	
b. Recreation Supervisor	48,466	annually	
c. Recreation Supervisor II	43,844	annually	
d. Senior Program Coordinator	34,515	annually	
e. Senior Center Assistant PT	10.71	per hour	
7 Board, Commissions & Election Workers			
a. Plan Commission (limit 2 mtgs./month)	\$20.00	per mtg.	
b. Police & Fire Commission Member	20.00	per mtg.	
c. Police & Fire Commission Chairperson	25.00	per mtg.	
d. Police & Fire Commission Secretary	22.00	per mtg.	
(paid for max of 12 mtgs./year)			
e. Board of Zoning Appeals	20.00	per mtg.	
f. Board of Zoning Appeals - Chairman	25.00	per mtg.	
(paid for max of 12 mtgs./year)			
g. Park & Recreation Commission Member	20.00	per mtg.	
h. Park & Recreation Commission Chairperson	25.00	per mtg.	
(paid for max of 12 mtgs./year)			
i. Library Board Member	20.00	per mtg.	
j. Library Board Chairperson	25.00	per mtg.	
(paid for max of 12 mtgs./year)			
k. Election Inspectors	8.50	per hour	
l. Election Inspectors Chairperson	10.00	per hour	
m. Board of Review	50.00	per day	
n. Historic Preservation Commission	20.00	per mtg.	
Effective 4/15/2014			
9. Mileage - Expense			
Per IRS Schedule for official approved use of private auto			

See attached Park & Recreation Seasonal Salary Schedule

RESOLUTION NO. R_____

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

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

WHEREAS, the amount of such services agreed to as set forth in the Memorandum of Agreement for the Year 2014 is \$5,600; and

WHEREAS, the Village of Germantown charges an additional administrative fee (totaling \$400 or \$1.01 per device) to cover the costs incurred by the Inspection Services Division of the Village's Community Development Department associated with the processing, review and administration of the Village's weights & measures license regulations set forth in Section 12.26; and

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

WHEREAS, on _____, 2014, the Village's General Government & Finance Committee did review and recommend approval of the proposed Weights & Measures Fee Table set forth in Exhibit 1 attached hereto; and

NOW, THEREFORE, BE IT RESOLVED that the Weights & Measures Device Fee Schedule attached hereto as Exhibit 1 is hereby established for licenses issued in 2014.

Introduced by: _____
Adopted: _____
Vote: _____ Ayes: ____ Nays: ____

ATTEST:

Barbara K.D. Goeckner
Village Clerk

Dean Wolter
Village President

EXHIBIT 1.

**WEIGHTS & MEASURES DEVICE
2014 FEE SCHEDULE**

Device Type	Inspection Time (hrs) Per Device	# of Devices	Total Time (hrs)	% of Time	Total Cost	Fee (\$) Per Device
Vehicle Scales	1.5	4	6	4.60%	\$ 276.07	\$ 69.02
Small Capacity Scales 0-30#	0.3	41	12.3	9.43%	\$ 565.95	\$ 13.80
Large Capacity Scales 31-1000 #	0.7	2	1.4	1.07%	\$ 64.42	\$ 32.21
Point of Sale Scanner Combos	0.4	63	25.2	19.33%	\$ 1,159.51	\$ 18.40
Liquid Measuring Devices (LMDs)	0.3	285	85.5	65.57%	\$ 3,934.05	\$ 13.80
Totals		395	130.4	100.00%	\$ 6,000.00	
Late Fee (per license)	\$100.00					

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

MEETING DATE: April 7, 2014

AGENDA ITEM: New Business

ITEM TITLE: West Bend Youth La Crosse Inc. Agreement

SUBMITTED BY: Justin Casperson, Park & Recreation Director

SUMMARY EXPLANATION:

During the development of Friedenfeld Park (2004), affiliate agreements were created between the Village of Germantown and community youth athletic organizations. The Department is continuing that trend by introducing new agreements with other youth athletic organizations utilizing park properties.

Enclosed is a copy of the agreement between the Village of Germantown and West Bend Youth La Crosse Inc. The agreement is similar to the other agreements the Village has with athletic organizations.

Affiliate groups are required to pay a participant fee that is deposited into a non-reverting, non-lapsing facility fund. The fund is designed for preventative and routine maintenance and/or improvements at the Village's discretion. The organizations are required to provide liability insurance policy and relinquish usage if the Village declares a need.

This agreement was reviewed by the youth athletic organization, the Village Attorney, and approved by the Park and Recreation Commission at their March 19, 2014 meeting.

RECOMMENDATION:

The Park and Recreation Commission sends forward a positive recommendation to the Village Board to approve the West Bend Youth La Crosse Inc. agreement.

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☐ OTHER ☒

West Bend Youth La Crosse Inc. Agreement

FACILITY USAGE AGREEMENT

This Agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN**, Washington County, Wisconsin (the "Village") and **WEST BEND YOUTH LA CROSSE INC.**, West Bend, Wisconsin (the "User").

In consideration of the mutual obligations, undertakings, promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USAGE OF FIELD:** The Village hereby agrees to allow the User to utilize one (1) field at Kinderberg Park (see appendix A) for league games and practices (the "Premises").
2. **RIGHT OF USAGE:** The Village's Parks and Recreation Department shall have charge of scheduling the various sport fields located at Kinderberg Park and will have priority in usage of the fields for recreation programs. The User will be allowed non-exclusive use of the field for games and practices during their spring (April – June) season. The Village reserves the right to close the fields at any time for routine or preventative maintenance, poor or unsafe conditions and/or at other times when deemed in the best interest of the Village. The fields may be utilized by the Village, in its sole discretion for other recreational uses, including without limitation, use by other applicants, associations, or teams.
3. **REPAIRS:** User agrees that any repairs that need to be completed to the Premises resulting from User's use thereof shall be the sole responsibility of the User, provided that Village may, in its sole discretion, choose to complete any repair work on its own and invoice User for the cost thereof. Such invoice shall be paid within 60 days of its issuance.
4. **TERMS:** The term of this agreement is nine (9) months and shall commence on April 1, 2014 and terminate on December 31, 2014 unless terminated or renewed in accordance with this agreement.
5. **IMPROVEMENTS:** It is understood and agreed that the Premises will be used by the User for games and related lawful uses. The User may, at its own expense, construct and install improvements and equipment on the Premises to carry out its purposes and use thereof, provided that such work and equipment shall first be approved by the Village. Approvals are required by the Park and Recreation Director, Park and Recreation Commission, Building Inspection and possibly Planning Commission and Village Board depending on project and improvements. Any permanent structures or improvements installed by User shall become property of the Village, while any non-permanent improvements shall remain property of the User.
6. **FEES:** West Bend Youth La Crosse Inc. will assess a \$10.00 fee for each participant playing in the league. The fee will be deposited in a non-reverting and non-lapsing fund to be used for preventative and routine maintenance and/or improvements at the Village's discretion.

7. **SPONSORSHIP:** The Village reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotions. In the event that this agreement relates to the scheduling of a tournament, camp or clinic, the User shall provide the Village with written notice of any event sponsors, including the name of the sponsors and other information that may be requested by the Village. Event sponsorships will be permitted unless such sponsorship conflicts with any other Village sponsorships.
8. **ASSIGNMENT AND SUBLETTING:** User may not assign this agreement or the usage of the Premises, or any part thereof, to any other organization.
9. **COMPLIANCE WITH LAW:** User shall maintain the playing facility and comply with the highest safety standards set forth by the User's governing body. Except as otherwise provided for within this Agreement and those changes undertaken at User's discretion subject to the terms herein, User shall not be required to make any alterations, additions or improvements to the premises.
10. **LIABILITY:** User, on behalf of itself and its affiliates, successors, heirs and assigns, hereby releases and holds the Village and its officers, employees, representatives and agents harmless from any and all liability of any kind or nature occasioned by any act or omission within or on the Premises. User further agrees to keep in full force and effect during the term of this agreement, a public liability insurance policy, written and issued by a responsible insurance company acceptable to the Village, insuring itself and the Village against injury to property, person, or loss of life arising out of the use and occupancy of the demised premises, with limits of at least \$100,000 property damage, \$500,000 for one person, and \$1,000,000 for any number of persons injured or killed in any one accident, and shall furnish the Village adequate and written evidence of such coverage annually.
11. **AMENDMENT AND DEFAULT:** This Agreement may be amended at any time upon the mutual written agreement of the parties. This Agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that User has failed to correct such default following 30 days written notice by the Village to User.

Entered into this ____ day of ____, 2014

VILLAGE OF GERMANTOWN

WEST BEND YOUTH LA CROSSE INC.

Village President

President

Village Clerk

Program Director

Park & Recreation Director

Coaching Director

APPENDIX A

Kinderberg Field Map



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

MEETING DATE: April 7, 2014

AGENDA ITEM: New Business

ITEM TITLE: Diamond Baseball Club Agreement

SUBMITTED BY: Justin Casperson, Park & Recreation Director

SUMMARY EXPLANATION:

During the development of Friedenfeld Park (2004), affiliate agreements were created between the Village of Germantown and community youth athletic organizations. The Department is continuing that trend by introducing new agreements with other youth athletic organizations utilizing park properties.

Enclosed is a copy of the agreement between the Village of Germantown and the Diamond Baseball Club. The agreement is similar to the other agreements the Village has with athletic organizations.

Affiliate groups are required to pay a participant fee that is deposited into a non-reverting, non-lapsing facility fund. The fund is designed for preventative and routine maintenance and/or improvements at the Village's discretion. The organizations are required to provide liability insurance policy and relinquish usage if the Village declares a need.

This agreement was reviewed by the youth athletic organization, the Village Attorney, and approved by the Park and Recreation Commission at their March 19, 2014 meeting.

RECOMMENDATION:

The Park and Recreation Commission sends forward a positive recommendation to the Village Board to approve the Diamond Baseball Club agreement.

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☐ OTHER ☒

Diamond Baseball Club Inc. Agreement

FACILITY USAGE AGREEMENT

This Agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN**, Washington County, Wisconsin (the "Village") and **GERMANTOWN DIAMOND BASEBALL CLUB**, Germantown, Wisconsin (the "User").

In consideration of the mutual obligations, undertakings, promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USAGE OF FIELD:** The Village hereby agrees to allow the User to utilize one (1) field at Firemen's Park, one (1) field at Kinderberg Park, and one (1) field at Haupt Strasse Park (see appendix A) for games and practices (the "Premises").
2. **RIGHT OF USAGE:** The Village's Parks and Recreation Department shall be responsible of scheduling the various sport fields located at Firemen's Park, Kinderberg Park, and Haupt Strasse Park and will have priority in usage of the fields. The User will be allowed non-exclusive use of baseball fields for games and practices during their season (April – July). The Village reserves the right to close the fields at any time for routine or preventative maintenance, poor or unsafe conditions and/or at other times when deemed in the best interest of the Village. The baseball fields may be utilized by the Village, in its sole discretion, for baseball practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams.
3. **REPAIRS:** User agrees that any repairs that need to be completed to the Premises resulting from User's use thereof shall be the sole responsibility of the User, provided that Village may, in its sole discretion, choose to complete any repair work on its own and invoice User for the cost thereof. Such invoice shall be paid within 60 days of its issuance.
4. **TERMS:** The term of this agreement is two (2) years and shall commence on January 1, 2014 and terminate on December 31, 2016 unless terminated or renewed in accordance with this agreement.
5. **IMPROVEMENTS:** It is understood and agreed that the Premises will be used by the User for games, practices and related lawful uses. The User may, at its own expense, construct and install improvements and equipment on the Premises to carry out its purposes and use thereof, provided that such work and equipment shall first be approved by the Village. Approvals are required by the Park and Recreation Director, Park and Recreation Commission, Building Inspection and possibly Planning Commission and Village Board depending on project and improvements. Any permanent structures or improvements installed by User shall become property of the Village, while any non-permanent improvements shall remain property of the User.
6. **FEES:** User will assess a \$15.00 fee for each participant playing in their Club. The fee will be deposited in a non-reverting and non-lapsing fund to be used for preventative and routine maintenance and/or improvements at the Village's discretion. Routine

maintenance shall be performed according to the schedule outlined in Appendix B.

7. **SPONSORSHIP:** The Village reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotions. In the event that this agreement relates to the scheduling of a tournament, camp or clinic, the User shall provide the Village with written notice of any event sponsors, including the name of the sponsors and other information that may be requested by the Village. Event sponsorships will be permitted unless such sponsorship conflicts with any other Village sponsorships.
8. **ASSIGNMENT AND SUBLETTING:** User may not assign this agreement or the usage of the Premises, or any part thereof, to any other organization.
9. **COMPLIANCE WITH LAW:** User shall maintain the playing facility and comply with the highest safety standards set forth by the User's governing body. Except as otherwise provided for within this Agreement and those changes undertaken at User's discretion subject to the terms herein, User shall not be required to make any alterations, additions or improvements to the premises.
10. **LIABILITY:** User, on behalf of itself and its affiliates, successors, heirs and assigns, hereby releases and holds the Village and its officers, employees, representatives and agents harmless from any and all liability of any kind or nature occasioned by any act or omission within or on the Premises. User further agrees to keep in full force and effect during the term of this agreement, a public liability insurance policy, written and issued by a responsible insurance company acceptable to the Village, insuring itself and the Village against injury to property, person, or loss of life arising out of the use and occupancy of the demised premises, with limits of at least \$100,000 property damage, \$500,000 for one person, and \$1,000,000 for any number of persons injured or killed in any one accident, and shall furnish the Village adequate and written evidence of such coverage annually.
11. **AMENDMENT AND DEFAULT:** This Agreement may be amended at any time upon the mutual written agreement of the parties. This Agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that User has failed to correct such default following 30 days written notice by the Village to User.

Entered into this ____ day of ____, 2014

VILLAGE OF GERMANTOWN

GERMANTOWN DIAMOND BASEBALL CLUB

Village President

President

Village Clerk

Secretary

Park & Recreation Director

Treasurer

APPENDIX A.1

Firemen's Park – Freistadt Field



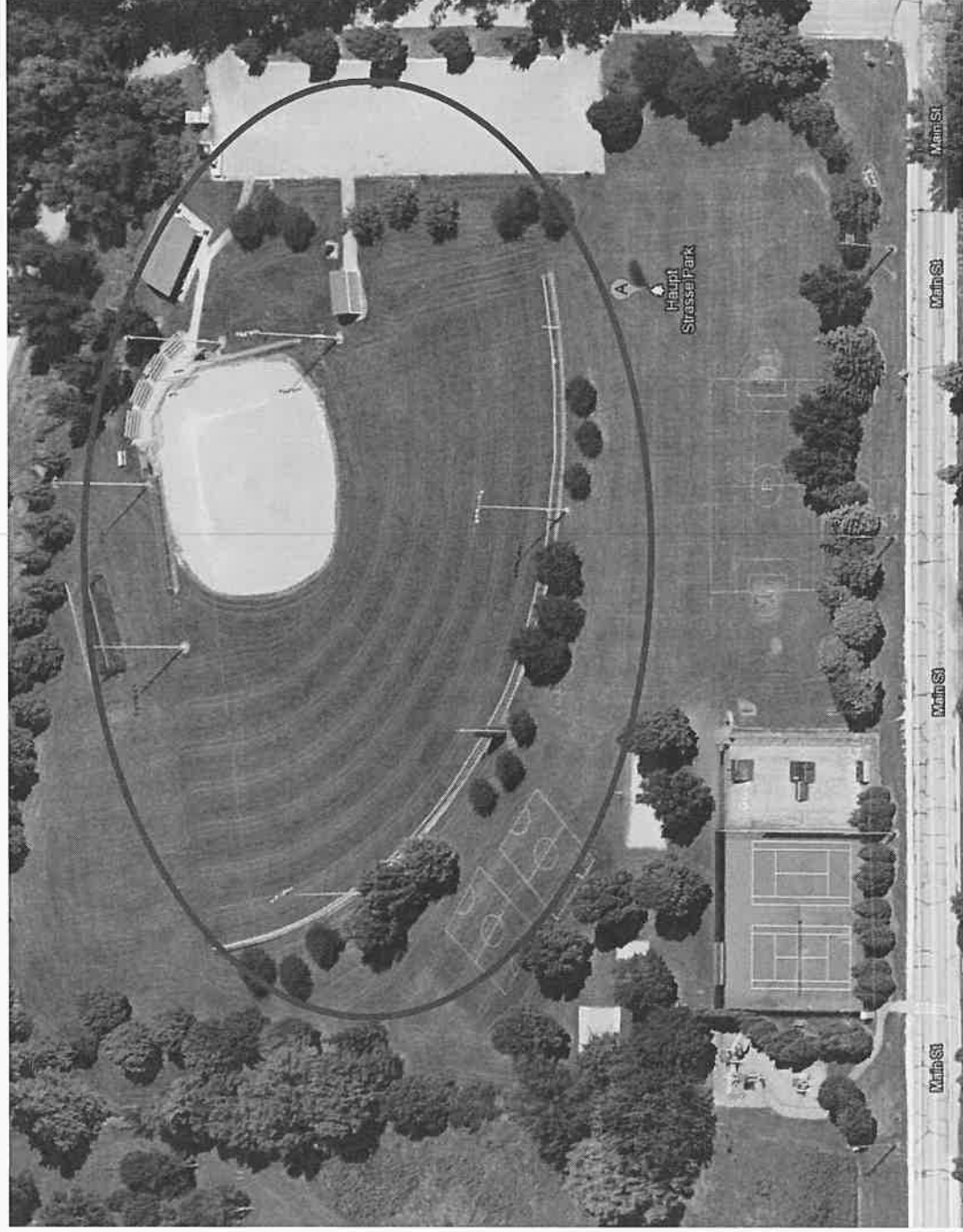
APPENDIX A.2

Kinderberg Park



APPENDIX A.3

Haupt Strasse Park



X. A.

**NOTICE OF PUBLIC HEARING
VILLAGE OF GERMANTOWN**

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following date and at the time noted below (or soon thereafter):

DATE: Monday, April 7, 2014
TIME: 7:00 p.m. or later

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the application filed by the following applicant for: (1) a **CONDITIONAL USE PERMIT** application for the installation and operation of a wireless communication facility, including a 150' monopole tower and accessory equipment compound, on the following described property pursuant to Wis. Stat. 66.0404 and Section 17.56 of the Village Zoning Code on the following described property:

Petitioner: RJR Associates, Agent, for AT&T Wisconsin, Operator & Lessee, and David A. Mitchell, Property Owner
Property: Tax Key No. 121-985 (W124 N13185 Wasaukee Road)

Part of the SE 1/4 of the NE 1/4 and part of the NE 1/4 of the SE 1/4 of Section 12, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Section 12; thence N 00°55'31" W, along the east line of said SE 1/4, 2467.43 feet to the point of beginning of lands herein described; thence S 88°51'39" W, and parallel with the north line of said SE 1/4, 1329.01 feet; thence N 00°55'20" W, along the west line of said NE 1/4 of the SE 1/4, 171.00 feet, to the northwest corner of said NE 1/4 of the SE 1/4; thence N 00°34'08" W, along the west line of said SE 1/4 of the NE 1/4, 659.24 feet, to the northwest corner of the S 1/2 of said SE 1/4 of the NE 1/4; thence N 88°49'37" E, along the north line of said S 1/2, 1329.58 feet, to a point in the east line of said NE 1/4; thence S 00°31'10" E, along said east line of the NE 1/4, 660.03 feet, to the East Quarter corner of said Section 12; thence S 00°55'31" E, along said east line of the SE 1/4, 171.00 feet to the point of beginning. Containing 25.346 acres (1,101,054 square feet) more or less.

A copy of the application is on file in the Village of Germantown Community Development Department-Planning & Zoning Services office and is available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

Dated this 13th day of March, 2014.
Barbara K. D. Goeckner, Village Clerk

To Be Published On: March 20th and March 27th, 2014

X. B

**NOTICE OF PUBLIC HEARING
VILLAGE OF GERMANTOWN**

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following date and at the time noted below (or soon thereafter):

DATE: Monday, April 7, 2014
TIME: 7:00 p.m. or later

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against, concerning an application filed for a **COMPREHENSIVE PLAN MAP AMENDMENT** to the 2020 Land Use Plan Map classification for a 3.05-acre property described below from the "Low Density Residential" to the "High Density Residential" classification:

Petitioner: Scott Bence, Agent for Wexford Heights LP, Property Owner
Property: Tax Key No. 264-309
(Lot 9 Hillside View Subdivision; STH 145 1/4-mile north of Donges Bay Road)

Lot 9, **HILLSIDE VIEW**, being a redivision of Lot 1 of Certified Survey Map No. 4534, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4; thence N 02°43'12"W, along the East line of said Southeast 1/4, a distance of 850.10 feet; thence S 88°23'35"W, a distance of 60.01 feet to the **POINT OF BEGINNING**; thence continue S88°23'35"W along the South line of said Hillside View subdivision, 367.16 feet to the East line of Lot 5, Hillside View; thence N 21°07'12" E, 297.42 feet along said East line; thence N 01°33'27" W along the East line of Lots 7 & 8 Hillside View, 200.00 feet to the North line of Hillside View subdivision; thence N 88°26'33" E along said North line, 242.85 feet to the West line of Fond Du Lac Avenue; thence S 02°43'12" E along said West line, 474.20 feet to the **POINT OF BEGINNING**. Said land containing 133,179 square feet or 3.0574 Acres.

A copy of the application is on file in the Village of Germantown Community Development Department-Planning & Zoning Services office and is available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

Dated this 13th day of March, 2014.
Barbara K. D. Goeckner, Village Clerk

To Be Published On: March 20th and March 27th, 2014

X. C

**NOTICE OF PUBLIC HEARING
VILLAGE OF GERMANTOWN**

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following date and at the time noted below (or soon thereafter):

DATE: Monday, April 7, 2014
TIME: 7:00 p.m. or later

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the application filed by the following petitioner to rezone the following described 3.05-acre property from the B-1: Neighborhood Business District to the Rm-1: Multi-Family Residential District pursuant to Sections 17.22 of the Village Zoning Code on the following described property:

Petitioner: Scott Bence, Agent for Wexford Heights LP, Property Owner
Property: Tax Key No. 264-309
(Lot 9 Hillside View Subdivision; STH 145 1/4-mile north of Donges Bay Road)

Lot 9, HILLSIDE VIEW, being a redivision of Lot 1 of Certified Survey Map No. 4534, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4; thence N 02°43'12"W, along the East line of said Southeast 1/4, a distance of 850.10 feet; thence S 88°23'35"W, a distance of 60.01 feet to the POINT OF BEGINNING; thence continue S88°23'35"W along the South line of said Hillside View subdivision, 367.16 feet to the East line of Lot 5, Hillside View; thence N 21°07'12" E, 297.42 feet along said East line; thence N 01°33'27" W along the East line of Lots 7 & 8 Hillside View, 200.00 feet to the North line of Hillside View subdivision; thence N 88°26'33" E along said North line, 242.85 feet to the West line of Fond Du Lac Avenue; thence S 02°43'12" E along said West line, 474.20 feet to the POINT OF BEGINNING. Said land containing 133,179 square feet or 3.0574 Acres.

A copy of the application is on file in the Village of Germantown Community Development Department-Planning & Zoning Services office and is available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

Dated this 13th day of March, 2014.
Barbara K. D. Goeckner, Village Clerk

To Be Published On: March 20th and March 27th, 2014

X: D

**NOTICE OF PUBLIC HEARING
VILLAGE OF GERMANTOWN**

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Village Board at the Germantown Village Hall located at N112 W17001 Mequon Road, Germantown, Wisconsin on the following date and at the time noted below (or soon thereafter):

DATE: *Monday, April 7, 2014*
TIME: *7:00 p.m. or later*

The purpose of said hearing is to hear any and all parties, their attorneys or agents, for or against the application filed by the following applicant for: (1) a REZONING application to rezone a portion of the following described property from the A-2: Agricultural District to the Rs-1: Single-Family Residential District pursuant to Sections 17.14 of the Village Zoning Code on the following described property:

Petitioner: *Chad Gettelman, Agent for James Purvis, Sr., Property Owners*
Petitioner: *Tax Key No. 091-982 (W172 N13461 Division Road/CTH G)*

That part of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 9; thence S85002'29"W along the North line of said Northeast 1/4, 214.50 feet to the point of beginning of this description; thence S00038'12"E, 214.50 feet; thence N85002'29"E, 164.08 feet to a point on the Western Right of Way line of C.T.H. "G"; thence S03029'14"W along said Western line, 204.70 feet; thence S00038'12"E along said Western line, 500.00 feet; thence S8902'26"E along said Western line, 20.00 feet; thence S00038'12"E along said Western line, 302.37 feet; thence S8604'43"W, 173.52 feet; thence N00021'12"W, 125.00 feet; thence S89038'30"W, 428.54 feet to a point on the West line of the East 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence N00041'10"W along said West line, 1057.37 feet to a point on the North line of said Northeast 1/4, thence N85002'29"E, 434.51 feet to the point of beginning of this description. Said parcel contains 14.28 Acres.

A copy of the application is on file in the Village of Germantown Community Development Department-Planning & Zoning Services office and is available for public inspection during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday.

Dated this 13th day of March, 2014.
Barbara K. D. Goeckner, Village Clerk

To Be Published On: March 20th and March 27th, 2014

XI. A

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

MEETING DATE: April 7, 2014

AGENDA ITEM: Public Hearing & New Business

ITEM TITLE: RJR Associates, Agent for AT&T Wisconsin and David Mitchell, Property Owner; W124 N13185 Wasaukee Road; Conditional Use Permit for the Installation & Operation of a 150' Monopole Tower and Wireless Communication Facility

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

SUMMARY EXPLANATION:

RJR Associates, agent for AT&T Wisconsin, operator, and David Mitchell, property owner of a 25.35-acre parcel located on Wasaukee Road, are seeking approval of a conditional use permit for the installation and operation of a 150' monopole tower and wireless communication facility.

The 150' monopole tower will be located in the southeast corner of the 25-acre Mitchell property on Wasaukee Road. The tower will be located within a 45' x 45' lease area and fenced compound west of an existing metal storage building (but outside of the delineated wetland and 100-year floodplain). A 30' access and utility easement will be created along the south property line from Wasaukee Road. The tower will have a galvanized appearance and be capable of accommodating up to four (4) antenna packages/service providers. The compound will be enclosed by a 6' galvanized chain-link fence topped with a 1' high barb-wire fence with vinyl privacy slats and landscaping.

The applicant indicates that the tower is needed to improve the quality of service and extent of coverage to the area. The tower is intended to improve existing service with a better quality signal necessary for higher data speeds and in-building reception. The tower will also provide remote customers a better opportunity to experience high speed internet and data services.

ATTACHMENTS:

- ◆ 3/10/14 Staff Report
- ◆ 3/10/14 Plan Commission Meeting Minutes
- ◆ Draft CUP
- ◆ Additional Supporting Documents

PLAN COMMISSION RECOMMENDATION:

APPROVE the CUP subject to seven (7) conditions (as set forth in the attached draft CUP document).

VILLAGE BOARD MEMBERS ARE REMINDED TO BRING ALONG THE PLAN COMMISSION PACKET MATERIALS FOR THIS PROPOSAL THAT THEY RECEIVED PRIOR TO THE MARCH 10, 2014 PLAN COMMISSION MEETING.

CUP # xx – 14

Document No.

CONDITIONAL USE PERMIT

Document Title

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

Whereas the Applicant:

**AT&T Wisconsin, Leasee/Operator, David Mitchell,
Property Owner**

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

Now, therefore, this permit is issued to the Applicant to permit the installation of a 150' monopole communication tower and and operation of wireless communication facility from the property located at W124 N13185 Wasaukee Road in the A-1: Agricultural Zoning District pursuant to Section 17.56 of the Village Zoning Code.

Name & Return Address:

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

Parcel Identification No:

GTNV 121-985

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

Part of the SE 1/4 of the NE 1/4 and part of the NE 1/4 of the SE 1/4 of Section 12, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Section 12; thence N 00°55'31" W, along the east line of said SE 1/4, 2467.43 feet to the point of beginning of lands herein described; thence S 88°51'39" W, and parallel with the north line of said SE 1/4, 1329.01 feet; thence N 00°55'20" W, along the west line of said NE 1/4 of the SE 1/4, 171.00 feet, to the northwest corner of said NE 1/4 of the SE 1/4; thence N 00°34'08" W, along the west line of said SE 1/4 of the NE 1/4, 659.24 feet, to the northwest corner of the S 1/2 of said SE 1/4 of the NE 1/4; thence N 88°49'37" E, along the north line of said S 1/2, 1329.58 feet, to a point in the east line of said NE 1/4; thence S 00°31'10" E, along said east line of the NE 1/4, 660.03 feet, to the East Quarter corner of said Section 12; thence S00°55'31" E, along said east line of the SE 1/4, 171.00 feet to the point of beginning. Containing 25.346 acres (1,101,054 square feet) more or less.

Tax Key No: 121-985

Address: W124 N13185 Wasaukee Road

Pursuant to the following condition(s):

1. This permit authorizes the installation of a 150' monopole tower and equipment building compound as set forth in site development and building plan set having a "final drawing" date of January 9, 2014, and in the supporting documents and plans made part of said application. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission,

Village Board and Village staff are deemed to be conditions of approval.

2. If use of the tower and/or operation of the communication equipment supported thereon falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to mitigate or eliminate harmful effects associated with the use but are subsequently insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
3. Installation and continued operation of the wireless communication facility shall comply with all requirements set forth in Section 17.56 (Wireless Communication Facilities) of the Village Code to the extent that such requirements do not conflict or are inconsistent with Wis. Stat. 66.0404; including, but not limited to the requirement that the applicant/owner shall provide an irrevocable letter of credit or cash to the Village in the amount of \$20,000 to guaranty the removal of wireless communication facilities and associated site restoration if/when said facilities are no longer used.
4. The minimum planted size for all evergreen trees shall be 8'. A revised landscape plan sheet shall be prepared and submitted to the Village Planner for review/approval prior to issuance of a building permit.
5. Final selection of the color for the chain-link fence privacy slats shall be submitted to the Village Planner for review prior to issuance of a building permit. The color of said privacy slats should be a dark, earth-tone color.
6. The species of tree shown on the landscape plan along the southern property line shall be changed from Arborvitae to a mix of Spruce and Pine and shall be planted with a minimum spacing of 12 feet (center-to-center) in a staggered, off-set pattern.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the _____ day of _____, 2014.

ATTEST

Dean Wolter, Village President

Barbara K. D. Goeckner, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of _____, 2014, the above named Dean Wolter, Village President, and Barbara K. D. Goeckner, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

The following named person, who is authorized to represent AT&T Wisconsin, hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2014

{type or print name on this line}

{signature on this line}

Agent for AT&T Wisconsin

STATE OF WISCONSIN) SS
_____) COUNTY)

Personally came before me this ____ day of _____, 2014, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

This instrument was drafted by:
Jeffrey W. Retzlaff, AICP
Village Planner/Zoning Administrator
Village of Germantown, Wisconsin

Notary Public, State of Wisconsin
My Commission Expires: _____

ACCEPTANCE OF TERMS AND CONDITIONS BY PROPERTY OWNER

As Property Owner, David Mitchell, I hereby accept the terms and conditions set forth in this Permit, and realize that non-adherence to the terms and conditions as stated hereon may result in the revocation of this Permit by the Village of Germantown.

Dated this ____ day of _____, 2014

David Mitchell

{signature on this line}

STATE OF WISCONSIN) SS
_____) COUNTY)

Personally came before me this ____ day of _____, 2014, being the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

{type or print name of Notary on this line}

{signature of Notary on this line}

Notary Public, State of Wisconsin
My Commission Expires: _____

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

CONDITIONAL USE PERMIT APPLICATION REVIEW

3/10/14 Plan Commission Meeting

AT&T Wisconsin / RJR Associates / David Mitchell

Village Planner Report

Germantown, Wisconsin

Summary

RJR Associates, agent for AT&T Wisconsin, lessee and operator, and David Mitchell, property owner of a 25.35-acre parcel located on Wasaukee Road, are seeking approval of a conditional use permit and site plan for the installation of a 150' monopole wireless communication tower.

Property Location: W124 N13185 Wasaukee Road

Applicant/ Owner:

Dick Rogers	AT&T WI	David Mitchell
RJR Assoc	930 National Pkwy	W157 N11044 Tinkers Ct.
Whitefish Bay, WI	Schaumburg, IL	Germantown, WI

Current Zoning: A-1: Agricultural

Adjacent Land Uses		Zoning
North	Agricultural	A-2
South	Agricultural/Residential	A-1
East	Agricultural (Mequon)	n/a
West	Agricultural	A-1

Location Map



History

This wireless communication tower/facility proposal is the same that was reviewed and considered by the Plan Commission in March, 2013. At that time, the Plan Commission recommended APPROVAL of a conditional use permit and site plan for the facility subject to a number of conditions (see attached March 11, 2013 PC meeting minutes). The proposal went to the Village Board for public hearing in April, 2013. After a lengthy hearing and follow-up discussion with AT&T staff, the Village Board postponed consideration and action on the proposal with direction to AT&T to consider and analyze other alternatives, including: tower height (99 feet), co-location on existing towers namely the Cedar Lane facility) and different camouflage options.

On July 1, 2013, Wisconsin state budget Act 20 went into effect that included a new statute, Wis. Stat. 66.0404, which effectively preempts all local regulation and control of wireless communication facilities, cell towers, etc. The new statute rendered the Village's zoning regulations of wireless facilities (Section 17.56 of the Zoning Code) unenforceable after July 2, 2013, to the extent that the Village's regulations are inconsistent with the new statute (See attached copy and summary of the new "Mobile Tower Siting Regulations" adopted under Wis. Stat. 66.0404).

In September, 2013, AT&T withdrew their original CUP application that was being reviewed under the Village's wireless communication regulations. A new CUP application was submitted in late January, 2014, that must be reviewed under the new statute.

Proposal

RJR Associates, agent for AT&T Wisconsin, operator, and David Mitchell, property owner of a 25.35-acre parcel located on Wasaukee Road, are seeking approval of a conditional use permit and site plan for the installation of a 150' monopole wireless communication tower.

As detailed in the supporting application information and plan set, the 150' monopole tower will be located in the southeast corner of the 25-acre Mitchell property on Wasaukee Road. The tower will be located within a 45' x 45' lease area and fenced compound (2,025 sqft) immediately west of an existing metal storage building (but outside of the delineated wetland and 100-year floodplain). A 30' access and utility easement will be created along the south property line from the compound to the existing driveway on Wasaukee Road. The tower will have a galvanized appearance and be capable of accommodating up to four (4) antenna packages/service providers. Twelve (12) typical panel-type antennas will be mounted with a tip height at 153' above ground level. Future carrier antenna packages can/will be mounted at lesser elevations.

The compound will be enclosed by a 6' galvanized chain-link fence topped with a 1' high, 3-strand barb-wire and vinyl privacy slats woven throughout the fence. Landscaping is limited to a series of 5' tall arborvitae (58 total) planted along the south property line with 5' tall White Pine (9 total) planted on the west and east sides of the compound. A typical 10' high x 12' wide x 28' long (336 sqft) equipment enclosure constructed of concrete panels with a brown, crushed aggregate finish will be located

within the compound.

As summarized in the March 5, 2014 letter from Dean Hoss, Engineer with AT&T, as well as in the January 20, 2014 letter from Richard Rogers, RJR Associates and agent for AT&T Wisconsin, and the accompanying set of color "propagation maps" (dated February 3, 2014), the tower is needed to improve service and coverage to the area surrounding the proposed tower site. The tower is intended to improve existing service with a better quality signal necessary for higher data speeds and in-building reception. The tower will also provide remote customers a better opportunity to experience high speed internet and data services.

The "current predicted coverage" propagation map shows AT&T coverage and levels of service in the area WITHOUT or BEFORE installation of the proposed 150' tower in a four-color scheme comparable to the signal strength indicator on a typical cell phone:

- Green (4 bars) = areas with the best in-building signal
- Blue (3 bars) = areas with good in-building signal
- Yellow (2 bars)= areas with marginal in-building signal
- Magenta (0-1 bar)= areas with poor or no signal

The "predicted coverage-current candidate" propagation map shows predicted coverage and levels of service WITH or AFTER installation of the proposed 150' tower.

Staff Comments

As indicated above, Wis. Stat. 66.0404 preempts Village regulation of wireless communication facilities to the extent that such regulations are inconsistent with the provisions in the new statute. In addition to the new statute prescribing minimal application requirements and a 90-day review period, the new statute severely limits the circumstances and/or reasons for which a municipality can deny or restrict an application for a proposed wireless communication facility. As set forth in Section 66.0404(4), a municipality cannot do any of the following:

- *Impose environmental testing, sampling, or monitoring requirements, or other compliance measures for radio frequency emissions, on mobile service facilities or mobile radio service providers.*
- *Enact an ordinance imposing a moratorium on the permitting, construction, or approval of any such activities.*
- *Enact an ordinance prohibiting the placement of a mobile service support structure in particular locations within the political subdivision.*
- *Charge a mobile radio service provider a fee in excess of one of the following amounts: For a permit for a class 2 collocation, the lesser of \$500 or the amount charged by a political subdivision for a building permit for any other type of commercial development or land use development. 2. For a permit for an activity described in sub. (2)(a) \$3,000.*
- *Charge a mobile radio service provider any recurring fee for an activity described in sub. (2)(a) or a class 2 collocation.*
- *Permit 3rd party consultants to charge the applicant for any travel expenses incurred in the consultant's review of mobile service permits or applications.*
- ***Disapprove an application to conduct an activity described under sub. (2)(a) based solely on aesthetic concerns.***

-
- *Disapprove an application to conduct a class 2 collocation on aesthetic concerns.*
 - *Enact or enforce an ordinance related to radio frequency signal strength or the adequacy of mobile service quality.*
 - *Impose a surety requirement, unless the requirement is competitively neutral, nondiscriminatory, and commensurate with the historical record for surety requirements for other facilities and structures in the political subdivision which fall into disuse. There is a rebuttable presumption that a surety requirement of \$20,000 or less complies with this paragraph.*
 - *Prohibit the placement of emergency power systems.*
 - *Require that a mobile service support structure be placed on property owned by the political subdivision.*
 - ***Disapprove an application based solely on the height of the mobile service support structure or on whether the structure requires lighting.***
 - *Condition approval of such activities on the agreement of the structure or mobile service facility owner to provide space on or near the structure for the use of or by the political subdivision at less than the market rate, or to provide the political subdivision other services via the structure or facilities at less than the market rate.*
 - *Limit the duration of any permit that is granted.*
 - *Require an applicant to construct a distributed antenna system instead of either constructing a new mobile service support structure or engaging in collocation.*
 - ***Disapprove an application based on an assessment by the political subdivision of the suitability of other locations for conducting the activity.***
 - *Require that a mobile service support structure, existing structure, or mobile service facilities have or be connected to backup battery power.*
 - ***Impose a setback or fall zone requirement for a mobile service support structure that is different from a requirement that is imposed on other types of commercial structures.***
 - *Consider an activity a substantial modification under sub. (1) (s) 1. or 2. if a greater height is necessary to avoid interference with an existing antenna.*
 - *Consider an activity a substantial modification under sub. (1) (s) 3. if a greater protrusion is necessary to shelter the antenna from inclement weather or to connect the antenna to the existing structure by cable.*
 - ***Limit the height of a mobile service support structure to under 200 feet.***
 - *Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the political subdivision in connection with the political subdivision's exercise of its authority to approve the application.*
 - *Condition the approval of an application on, or otherwise require, the applicant's agreement to permit the political subdivision to place at or collocate with the applicant's support structure any mobile service facilities provided or operated by, whether in whole or in part, a political subdivision or an entity in which a political subdivision has a governance, competitive, economic, financial or other interest.*

In the list above, I've highlighted the items that relate to the most significant issues that were discussed when the Village was considering the original application for AT&T's proposed facility: tower height, aesthetics and setback.

In addition to the limitations listed above, the only standard set forth in the new statute that a municipality can use to "disapprove" an application is if the "...applicant refuses to evaluate the feasibility of co-location within the applicant's search ring and provide a sworn statement...attesting that co-location within the applicant's search ring would not

result in the same mobile service functionality, coverage and capacity or is technically infeasible or economically burdensome to the service provider".

With regard to the co-location requirement, as stated in the March 5, 2014 letter and supporting propagation maps, AT&T has determined that there are "no viable co-location candidates" in the search area. Further, AT&T indicates that this particular site was selected within the search ring because it would provide "...the requisite level of coverage required to receive three (3) signal bars of coverage".

Although the Village can no longer regulate or limit wireless communication facilities (towers) based on the aesthetics, obstructing the view of a point of visual interest from a residential zone within 1,000' of the said tower, or even based on the height of a tower under 200', AT&T has provided a series of photo-simulations that present how the proposed tower might appear from four (4) different locations around the tower site:

Photo #1: south from Highland Road @ Wasaukee Road (2,550' away)
Photo #2: north from Wasaukee Road (1,500' away)
Photo #3: southwest from Highland Road (3,375' away)
Photo #4: southeast from Highland Road @ Cobblestone Ct (4,250' away)

With regard to height, the Village can no longer require an analysis of alternative tower heights as was the case last year before the new statute went into effect. As mentioned above, the Village Board postponed action on the original application in order for AT&T to consider alternative tower heights, including a 99' tower. The Village can no longer limit the height of a tower less than 200'. As was the case last year, AT&T has indicated that an alternative structure, such as a silo with antenna mounted at 99' or simply a shorter 99' monopole would NOT provide the necessary coverage and/or signal strength as the proposed 150' monopole tower (as depicted graphically with the colored-coded propagation maps).

With regard to aesthetics, the Village can no longer require that the facility be screened or camouflaged to eliminate visual obtrusiveness as was the case last year before the new statute went into effect.

With regard to setback requirements, AT&T is proposing the following setbacks as shown in the site plan:

Monopole Tower

North property line (side yard):	752'
West property line (rear yard):	881'
South property line (side yard):	75'
East property line ((front/street yard):	403'

Although there is no minimum prescribed setback distance from the tower to the nearest property line in the new statute, there is a limitation that we cannot impose a setback requirement "...that is that is different from a requirement that is imposed on other types of commercial structures". As discussed last year, the Village's minimum

setback requirement for similar structures such as power generating windmills, radio and television transmission towers, etc. is 1/2 the height of the structure (i.e. 75' for a structure 150' tall). Since the closest distance from the nearest property line to the base of the proposed tower is 75' or 1/2 the 150' tower height, Staff supports the proposed setbacks. Moreover, the nearest existing residential dwelling is located approximately 950' away from the proposed tower location; and an engineer's assessment of the tower's structural integrity is that in the unlikely event of collapse, the tower would "fold over" onto itself and within a radius 50% of the tower height (i.e. within 75' of the base and within the subject property).

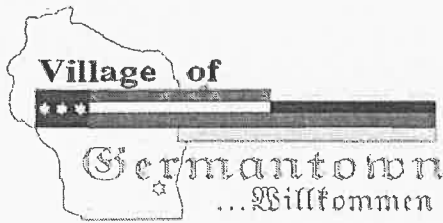
With regard to the screening of the fenced compound, the proposed landscaping reflects the Plan Commission's direction made for the original proposal; i.e. the landscaping has been relocated and enhanced along the south side of the property and east of the tower site.

However, the proposed planted size of only 5' is insufficient. A minimum planted size of 8-10' for the evergreen trees should be required. Also, the privacy slats woven into the 6' chain-link fence should be an earth-tone color.

Village Planner Recommendation

APPROVE a issuance of a conditional use permit to AT&T Wisconsin, lessee and operator, and David Mitchell, property owner, to allow the installation and operation of a wireless communication facility as proposed on the property located at W124 N13185 Wasaukee Road, and approval of the associated site plan subject to the following conditions:

1. This permit authorizes the installation of a 150' monopole tower and equipment building compound as set forth in site development and building plan set having a "final drawing" date of January 9, 2014, and in the supporting documents and plans made part of said application. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.
2. If use of the tower and/or operation of the communication equipment supported thereon falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to mitigate or eliminate harmful effects associated with the use but are subsequently insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.
3. Installation and continued operation of the wireless communication facility shall comply with all requirements set forth in Section 17.56 (Wireless Communication Facilities) of the Village Code to the extent that such requirements do not conflict or are inconsistent with Wis. Stat. 66.0404; including, but not limited to the requirement that the applicant/owner shall provide an irrevocable letter of credit or cash to the Village in the amount of \$20,000 to guaranty the removal of wireless communication facilities and associated site restoration if/when said facilities are no longer used.
4. The minimum planted size for all evergreen trees shall be 8'. A revised landscape plan sheet shall be prepared and submitted to the Village Planner for review/approval prior to issuance of a building permit.
5. Final selection of the color for the chain-link fence privacy slats shall be submitted to the Village Planner for review prior to issuance of a building permit. The color of said privacy slats should be a dark, earth-tone color.



Engineering Department Memorandum

To : Jeffrey W. Retzlaff, AICP, Planning Director/Zoning Administrator
From : Brionne R. Bischke, P.E., Village Engineer
Date : December 27, 2013 *[Signature]*
Re : AT&T – Wasaukee Road - CUP

DPW/Engineering offers the following comments for Plan Commission consideration:

Storm Water Management

1. It appears that $< \frac{1}{2}$ acre of new impervious surface (e.g., asphalt, gravel) is proposed, which would not trigger MMSD Ch. 13 "Surface Water and Storm Water" requirements.

Grading (Sheet C-5)

1. Proposed contours "867" and "868" are not properly tied into existing contours.
2. Proposed road interrupts surface water flow, which would cause standing water along south of driveway that would kill the proposed landscaping. A swale or ditch should traverse along the south edge of the proposed driveway. A culvert crossing may also be needed.

- 2. All landscaping, screening, and lighting improvements shown on the approved site plans shall be installed as proposed prior to issuance of an occupancy permit unless a cash bond or letter of credit in an amount equal to 120 percent of the estimated installation and material costs reviewed and approved by the Village is submitted to the Village as necessary to ensure that installation of the proposed features and improvements will be completed within one (1) year after issuance of the occupancy permit.**
- 3. A monitored sprinkler system and Knox Box shall be installed in the building as required by the Fire Department.**
- 4. All exterior doors shall be clearly marked with reflective 5" or larger letters/numbers to aid emergency personnel access as required by the Police Department.**
- 5. State approved plans and a \$20,000 occupancy bond are required by the Building Inspection Department as part of the building permit application.**
- 6. All technical corrections and issues raised in the Engineering Department's January 24, 2014 memo shall be addressed and reflected in a revised plan set submitted to the Village Engineer for review/approval prior to issuance of a building permit. Additional comments and/or technical corrections resulting from the Village Engineer's review of the revised plan set dated March 5, 2014 and the revised storm water management report shall also be addressed prior to issuance of a building permit.**
- 7. Zoning Permit Compliance/Occupancy permits are required for all tenants occupying space in the office building.**
- 8. Sign permits are required for all permanent and temporary exterior signage. A consistent type and style of wall signage shall be required for all tenants (example: internally or back-lit individual lettering that is surface or race-mounted). Sign "cabinets" w/ plastic & vinyl covered faces or flush-mounted lettering simply hung from the building shall not be permitted.**

MOTION to Amend Baum second Peck to add Condition #9 that the 2 building canopy's discussed be re-evaluated to tie in more with the architecture of the building. The revisions should be reviewed and approved by staff. (modify the EIFS, tie into the horizontal banding of the EIFS, extend canopy brick to brick)

MOTION to Amend carried unanimously.

MOTION to Approve as Amended carried unanimously.

Engineer Bischke left the meeting at 7:05 p.m.

Richard Rogers and AT&T Wisconsin for David Mitchell – W124 N13185 Wasaukee Road.

Conditional Use Permit and site plan for the installation of a 150' monopole wireless communication tower on a 25.35 acre parcel. Planner Retzlaff summarized the proposal. He said this proposal had come before Plan Commission in March 2013. At that time, Plan Commission recommended approval of the conditional use permit subject to a number of conditions. After a lengthy public hearing at Village Board in April 2013, the Board postponed action on the proposal with the direction that AT&T consider and analyze other alternatives, including tower height, co-location alternatives and camouflage options. He further explained a new Wis. Stat. 660404 went into effect on July 1, 2013 that preempts all local regulation and control of wireless communication facilities and cell towers. The new statute rendered the Village's zoning regulations of wireless facilities unenforceable after July 2, 2013. AT&T withdrew their original CUP application and

resubmitted in late January 2014 in order to be reviewed under the new statute.

Dean Hoss, Dexter Hadnot and Richard Rogers spoke on behalf of AT&T. Commissioner Gray questioned who determined that the available tower on cedar lane is not adequate. Planner Retzlaff said AT&T provided an affidavit, as was required, stating that there are no viable alternative co-location sites within the search area. Commissioner Peck said property values would go down and questioned why AT&T did not go back to Mequon to locate the tower. Dean Hoss, Engineer with AT&T, said changes were already made and put into place that now make this location better. Commissioner Stauffacher was appalled at the new statute and said there is nothing in the statute that would limit the Village from denying the proposal because of declining property values. Planner Retzlaff said the language specifies under what condition a municipality can deny or disapprove an application and can't regulate outside the scope of what's in the legislation. Commissioner Stauffacher said he recommends postponing to see what type of documentation can be put together in order to substantiate the drop in property values. He said this is a legitimate concern and it is not listed as a reason for denial. Planner Retzlaff cautioned that the Village is under a tight 90 day time frame for approval. Chairman Wolter explained the conditional use permit application needs to continue to follow the application process for approval. Commissioner Gray questioned what would happen if Village Board denied the proposal. Chairman Wolter said the Village may end up in court if the proposal is denied because of wanting to deny and not taking the proper steps in the approval process. He added that AT&T could have proposed a 200 foot tower but stayed with the original proposal.

MOTION Baum second Warren to Approve a issuance of a conditional use permit to AT&T Wisconsin, lessee and operator, and David Mitchell, property owner, to allow the installation and operation of a wireless communication facility as proposed on the property located at W124 N13185 Wasauke Road, and approval of the associated site plan subject to the following conditions:

- 1. This permit authorizes the installation of a 150' monopole tower and equipment building compound as set forth in site development and building plan set having a "final drawing" date of January 9, 2014, and in the supporting documents and plans made part of said application. All of the operational characteristics and services as described, as well as any commitments made by the Applicant as set forth in the application, supporting documents, and made during presentations to the Village Plan Commission, Village Board and Village staff are deemed to be conditions of approval.***
- 2. If use of the tower and/or operation of the communication equipment supported thereon falls out of conformity with the conditions herein, or where there is a change in the nature, character, intensity or extent of the permitted conditional use which causes special problems or harmful effects otherwise associated with the use to be no longer ameliorated or eliminated, or where conditions imposed were anticipated to mitigate or eliminate harmful effects associated with the use but are subsequently insufficient to do so, or for similar cause based upon consideration for the public comfort, safety, and welfare, the conditional use permit may be terminated or modified by the Village Board by the amendment to or addition of conditions after public hearing thereon.***
- 3. Installation and continued operation of the wireless communication facility shall comply with all requirements set forth in Section 17.56 (Wireless Communication Facilities) of the Village Code to the extent that such requirements do not conflict or are inconsistent with Wis. Stat. 66.0404; including, but not limited to the requirement that the applicant/owner shall provide an irrevocable letter of credit or cash to the***

Village in the amount of \$20,000 to guaranty the removal of wireless communication facilities and associated site restoration if/when said facilities are no longer used.

- 4. The minimum planted size for all evergreen trees shall be 8'. A revised landscape plan sheet shall be prepared and submitted to the Village Planner for review/approval prior to issuance of a building permit.***
- 5. Final selection of the color for the chain-link fence privacy slats shall be submitted to the Village Planner for review prior to issuance of a building permit. The color of said privacy slats should be a dark, earth-tone color.***

MOTION to Amend Baum second Peck to add Condition #6 that public hearing notifications go out to property owners 2 miles in each direction.

MOTION to Amend carried 6-1 (Warren)

MOTION to Amend Gray second Baum to add Condition #7 that every arborvitae be changed to spruce or pine trees and be planted in a staggered, offset pattern along the property line with 12 to 15 foot centers.

MOTION to Amend carried unanimously.

MOTION to Amend Peck to propose 4 evergreens be planted within 50' of tower at 100 feet tall.
MOTION Fails – No Second.

Planner Retzlaff said at the last review, the Village Board directed the applicant to look at alternative heights and co-location alternatives. He said the analysis concluded that a 125 foot tower necessitated 2 additional facilities elsewhere in the search area to provide the same level of service. Mr. Rogers confirmed the analysis was correct adding that they also looked at a 199 foot tower but determined that height was not needed as well as looking at all other existing towers for co-location. Chairman Wolter said these types of services are being requested by more people who are using data everyday and AT&T is trying to satisfy that request. He said It doesn't mean he is in favor of or taking a positive position but it's a fact how many people want and rely on this type of technology. Mr. Rogers said he understands the impact on the neighbors but the coverage is needed. Chairman Wolter said what we need to do as a community is look how our state government is removing some of our power and that is where we need to focus so we don't continue to lose control over these types of issues in the future.

MOTION to Approve as Amended carried 4-3 (Stauffacher, Peck, Gray).

Chad Gettelman for James Purvis – W172 N13461 Division Road. Request to approve a 2-lot Certified Survey Map and Rezoning in order to create two residential parcels from a 14.28 acre parcel. Planner Retzlaff summarized the proposal.

MOTION Baum second Peck to Approve rezoning the entire 14.28 acre property from A-2 Agricultural to Rs-1 Single-family and

Approve the 2-lot Certified Survey Map land division for the 14.28-acre Purvis property located on Division Road subject to the following conditions:

- 1. The access easement agreement shall be reviewed and approved by the Village Attorney prior to recording the CSM.***
- 2. No development shall occur within the 25' wetland setback shown on Lot 1 and Lot 2.***

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

XI. B

MEETING DATE: April 7, 2014

AGENDA ITEM: Public Hearing & New Business

ITEM TITLE: Scott Bence, Agent for Wexford Heights LP, Property Owner; Fond du Lac Avenue; 2020 Land Use Plan Map Amendment & Rezoning

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

SUMMARY EXPLANATION:

Scott Bence, agent for Wexford Heights LP, developer of the Hillside View Subdivision and owner of a 3.05-acre parcel (Lot 9), is requesting approval of a 2020 Land Use Plan Map amendment and a rezoning application in order to develop an 18-unit multi-family residential development on Fond du Lac Avenue (STH 145).

ATTACHMENTS:

- ◆ 3/10/14 Staff Report
- ◆ 3/10/14 Plan Commission Meeting Minutes
- ◆ Draft LUP Map Amendment Ordinance
- ◆ Draft Rezoning Ordinance

PLAN COMMISSION RECOMMENDATION:

APPROVE the proposed 2020 Land Use Plan Map amendment to reclassify the 3.05-acre parcel from "Low Density Residential" to "High Density Residential" as proposed; and

APPROVE the proposed rezoning of the 3.05-acre parcel from B-1: Neighborhood Business to Rm-1: Multi-Family Residential and concept plan for an 18-unit multi-family development subject to approval of the 2020 Land Use Plan Map amendment.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE LAND USE PLAN MAP OF THE VILLAGE OF GERMANTOWN 2020 "SMART GROWTH" COMPREHENSIVE PLAN

Wexford Heights LP Trust Property (Fond du Lac Avenue)

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

SECTION 1. That pursuant to Sections 60.22(3), 62.23(2) and (3), and 66.1001(4)(c), Wisconsin Statutes, the Village Board of the Village of Germantown did, on October 4, 2004, enact Ordinance No. 30-04 formally adopting the "Village of Germantown Year 2020 Smart Growth Plan" to guide the use of land and future development in the Village.

SECTION 2. That pursuant to the consistency requirement of the "smart growth" comprehensive planning requirements established in Sections 66.1001(1)(a) and 66.1001(2), Wisconsin Statutes, the "Village of Germantown Year 2020 Smart Growth Plan" contains specific policies that require development proposals and decisions regarding rezoning and subdivision to be consistent with the Land Use element of the Plan.

SECTION 3. That Scott Bence, agent for Wexford Heights LP, property owner of 3.05-acre parcel located on Fond du Lac Avenue (Tax Key #GTNV 264-309) has submitted an application to amend the Land Use Plan map of the Village of Germantown Year 2020 Smart Growth Plan to change the land use classification from "Low Density Residential" to "High Density Residential" for a 3.05-acre parcel as a prerequisite for an application to rezone the parcel from the B-1: Neighborhood Business District to the Rm-1: Multi-family Residential District.

SECTION 4. That the Village Board conducted a public hearing of the application on April 7, 2014, following publication and notification of said hearing in compliance with the requirements of Section 66.1001(4), Wisconsin Statutes.

SECTION 5. That, after consideration of the application, supporting documentation, and public hearing testimony received, the Village Board does by enactment of this ordinance formally change the land use classification from "Low Density Residential" to "High Density Residential" for the following described property:

Lot 9 of Hillside View Subdivision, being a redivision of Lot 1 of Certified Survey Map No. 4534, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4; thence N 02°43'12"W, along the East line of said Southeast 1/4, a distance of 850.10 feet; thence S 88°23'35"W, a distance of 60.01 feet to the POINT OF BEGINNING; thence continue S88°23'35"W along the South line of said Hillside View subdivision, 367.16 feet to the East line of Lot 5, Hillside View; thence N 21°07'12" E, 297.42 feet along said East line; thence N 01 °33'27" W along the East line of Lots 7 & 8 Hillside View, 200.00 feet to the North line of Hillside View subdivision; thence N 88°26'33" E along said North line, 242.85 feet to the West line of Fond Du Lac Avenue; thence S 02°43'12" E along said West line, 474.20 feet to the POINT OF BEGINNING. Said land containing 133,179 square feet or 3.0574 Acres.

SECTION 6. 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:

Vote: Ayes:
 Nays:

Dean Wolter
Village President

APPROVED AS TO FORM:

Brian Sajdak, Village Attorney

ATTEST:

Barbara K. D. Goeckner, Village Clerk

Published:

ORDINANCE NO. _____

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

(Wexford Heights LP, Property Owner)

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

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning from the B-1: Neighborhood Business District to the Rm-1: Multi-family District the following described property:

Lot 9 of Hillside View Subdivision, being a redivision of Lot 1 of Certified Survey Map No. 4534, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4; thence N 02°43'12"W, along the East line of said Southeast 1/4, a distance of 850.10 feet; thence S 88°23'35"W, a distance of 60.01 feet to the POINT OF BEGINNING; thence continue S88°23'35"W along the South line of said Hillside View subdivision, 367.16 feet to the East line of Lot 5, Hillside View; thence N 21°07'12" E, 297.42 feet along said East line; thence N 01 °33'27" W along the East line of Lots 7 & 8 Hillside View, 200.00 feet to the North line of Hillside View subdivision; thence N 88°26'33" E along said North line, 242.85 feet to the West line of Fond Du Lac Avenue; thence S 02°43'12" E along said West line, 474.20 feet to the POINT OF BEGINNING. Said land containing 133,179 square feet or 3.0574 Acres.

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: _____, 2014

Vote: Ayes: _____
 Nays: _____

Dean Wolter, Village President

ATTEST:

Barbara K. D. Goeckner, Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney
Published:

LAND USE PLAN MAP AMENDMENT & REZONING APPLICATION

3/10/14 Plan Commission Meeting

Hillside View Lot 9 / Wexford Heights LP

Village Planner Report

Germantown, Wisconsin

Summary

Scott Bence, agent for Wexford Heights LP, developer of the Hillside View Subdivision and owner of a 3.05-acre parcel (Lot 9), is requesting approval of a 2020 Land Use Plan Map amendment and a rezoning application in order to develop an 18-unit multi-family residential development on Fond du Lac Avenue (STH 145).

Property Location: Fond du Lac Avenue ¼ mile north of Donges Bay Road

**Property Owners/
Applicant:** Wexford Heights LP (c/o JBJ Development)
W178 N9912 Rivercrest Drive
Germantown, WI 53022

Current 2020 LUP Classification: Low-Density Residential (up to 2 DU/acre)

Proposed 2020 LUP Classification: High-Density Residential (up to 8 DU/acre)

Current Zoning: B-1: Neighborhood Business

Proposed Zoning: Rm-1: Multi-family Residential (up to 6 DU/acre)

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



Background

Scott Bence, agent for Wexford Heights LP, developer of the Hillside View Subdivision and owner of Lot 9, is requesting approval of a 2020 Land Use Plan Map amendment and a rezoning application in order to develop an 18-unit multi-family residential development on Fond du Lac Avenue (STH 145).

Lot 9 is a 3-acre commercial "outlot" that was created when the Hillside View subdivision plat was approved in 2005. In 2004, a portion of the original 6.6-acre parcel was rezoned from the M-2: General Industrial District to the Rs-5 residential district for purposes of developing an 8-lot residential subdivision and complete a connection to the Wooded Hills subdivision to the west and north. The remaining 3 acres, Lot 9, was rezoned from the M-2 District into the B-1: Neighborhood Business District for purposes of future business development with access to Fond du Lac Avenue because the Village Board did not like the idea of leaving Lot 9 in an industrial zoning district. The rezoning of Lot 9 to B-1 was approved with the knowledge that the 2020 Plan Map designated the property as "Low-Density Residential", but, the rezoning was adopted without a 2020 Land Use Plan map amendment because the Board had already directed the land to be rezoned to B-1 before the 2020 Plan map became effective.

Proposal

Based on input received from the consultation discussion with the Plan Commission at the December, 2013 meeting (see attached meeting minutes), Bence has revised the original development plan and is proposing a total of 18 dwelling units (vs. the 24 units previously proposed). The detached garage buildings have been eliminated in favor of attached garages as part of the two buildings.

The proposed concept plan includes the following features:

- (2) multi-family buildings: a 10-unit and an 8-unit building
- Attached garages w/ 26 interior stalls
- 44 additional surface lot parking stalls (26 "tandem" in front of the garage units & 18 visitor stalls around an interior landscaped island)
- 50' DOT-required building setback along Fond du Lac Avenue (w/ building construction at the property line) with a single access driveway to Fond du Lac Avenue as permitted by DOT;
- Existing storm water management basin that currently serves the existing 8-lot Hillside View residential subdivision and was constructed to also handle future development of Lot 9 (designed assuming 80% lot coverage on Lot 9);
- enhanced existing landscaped berm and buffer area along west property line between Hillside View residential lots.

Staff Analysis

The B-1 Zoning District is intended for individual or small groups of retail and customer service establishments in a shopping center setting. As was discussed back in December, Bence has been marketing the property for commercial development since 2006; however, feedback from prospective tenants is that the location is not desirable. A concept plan for a total of 20,000 sqft of commercial retail/office/warehouse space

was presented to the Village in 2008. Plan Commission reaction was generally favorable subject to comments/concerns over compatibility with the nearby residential area and the need for additional landscape buffering, architecture and materials, and the need for sidewalk. No further action was taken.

The 2020 Land Use Plan map indicates this area is suitable for "Low Density Residential" development, although the current zoning is B-1: Neighborhood Business. As discussed above, the 3.05-acre parcel was rezoned into the B-1 District by the Village with the knowledge that the 2020 LUP classification for the property was "Low Density Residential", presumably because the Board thought a single-family or other residential district was not appropriate despite a low-density classification on the LUP. Consequently, it is reasonable to assume that either a higher-density residential development or a commercial development would be better suited on this property. Given that the parcel has been zoned and marketed for commercial development for the last 8 years with no success and access is limited to Fond du Lac Avenue, a reclassification on the LUP and a rezoning to allow a higher density residential development appears reasonable and appropriate.

At the December Plan Commission meeting, the general consensus was that the previously proposed 24 units for this 3-acre parcel (8 DU's per acre) were too much. Bence has reduced the unit count to 18 and density to 6 DU's per acre consistent with the Rm-1: Multi-family Zoning District. The general layout of the buildings, access driveway and parking area is consistent with the Rm-1 District requirements.

Village Planner Recommendation:

Land Use Plan Map Amendment

Recommend **APPROVAL** of the proposed 2020 Land Use Plan Map amendment to reclassify the 3.05-acre parcel from "Low Density Residential" to "High Density Residential" as proposed.

Village Planner Recommendation:

Rezoning

Recommend **APPROVAL** of the proposed rezoning of the 3.05-acre parcel from B-1: Neighborhood Business to Rm-1: Multi-Family Residential and concept plan for an 18-unit multi-family development subject to approval of the 2020 Land Use Plan Map amendment.

PLAN COMMISSION MINUTE

December 9, 2013

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

ROLL CALL: Chairman Wolter, Trustee Representative David Baum, Commissioners Warren, Stauffacher and Yokes. Commissioner Peck was absent and excused and Commissioner Gray arrived at 6:34 p.m. Also present were Village Planner Jeff Retzlaff, Village Engineer Brionne Bischke, Village Administrator Dave Schornack and Planning Assistant Lori Johnson.

PUBLIC INPUT: The following residents spoke in support of resurfacing Donges Bay Road and against widening the pedestrian path to 8 feet and creating a 2-sided bike path: Holly Basting, Bridget Poetzel, Bernie Wood, Martha Stewart, Clark Schreiner, Kathryn Goede, Jeff Tyvoll, John Penkal and Lynnae Langmann.

PREVIOUS MINUTES: ***MOTION Baum second Warren to Approve the Minutes from November 11, 2013.***

MOTION carried unanimously.

Hillside View – Lot 9 – Fond du Lac Avenue. Scott Bence, owner/developer is requesting a consultation with the Plan Commission regarding a multi-family development. Planner Retzlaff summarized the proposal. Scott Bence explained his proposal is for new higher end multi-family rentals. He said the property had been marketed as a commercial site since 2006 but the location was not desirable. He said there is a demand for apartments and feels they would be a good fit for this area.

Plan Commissioners had the following comments and concerns:

- The detached garages detract visually and are an eyesore to residents to the west
- Multi family is not appropriate zoning
- Lot is not desirable for single family
- High density doesn't tie in with neighborhood, medium density possibly
- Buffer along residential is not dense enough
- Garages need to be integral to buildings
- Buildings look like boxes
- Business use preferred/industrial type
- Owner is not able to attract business proposal
- What other use could be seen for this lot
- Lower density needed
- Rental/townhouse units ok
- Proposal is good transition for area
- 24 units too high – 16 units possibly
- Lower density, decent layout and garages attached
- Landscaping berm along existing residential should be beefed up

MOTION carried unanimously.

Scott Bence for Wexford Heights, L.P. – Lot 9 Hillside View – Fond du Lac Avenue.

Proposal for a Land Use Plan Amendment (Low Density Residential to High Density Residential) and Rezoning Application (B-1:Neighborhood Business District to Rm-1:Multi-Family Residential) for a 3 acre parcel. Planner Retzlaff summarized the proposal. Scott Bence said the units would be high end with rent at \$1200 to \$1600 a month.

MOTION Baum second Warren to Approve the proposed 2020 Land Use Plan Map Amendment to reclassify the 3.05 acre parcel from “Low Density Residential” to “High Density Residential” as proposed.

Commissioner Gray said she received a call from a resident abutting the project who was concerned the rental units won't be maintained. Commissioner Peck said the site plan appears to have a lot of paving. Mr. Bence said the amount of paving met the State requirement to accommodate the Fire Department and to allow better traffic flow. He said there is more parking than what is required, but he doesn't want to be short on spaces because there is no off street parking available. Commissioner Stauffacher said Mr. Bence did a nice job with the concept plan and although he has voted against multi-family development in the past, he would support this project. Mr. Bence said there is a market for this type of higher end units.

MOTION carried unanimously.

MOTION Baum second Warren to Approve the proposed rezoning of the 3.05 acre parcel from B-1:Neighborhood Business to Rm-1:Multi-Family Residential and concept plan for an 18 unit multi-family development subject to approval of the 2020 Land Use Plan Map amendment.

MOTION carried unanimously.

Mr. Bence said he contacted the abutting property owners to address any concerns and keep them informed. He did not receive any comments after abutting owners received the revised development plan.

Wisconsin Department of Transportation STH 167 Corridor Planning Study – Review and Recommendation on Urban/Rural Section & Median Alternatives. Planner Retzlaff said Village staff is requesting feedback regarding the WisDOT's road expansion and other corridor improvements being planned for the 5 mile segment of the STH 167 (Mequon Road) Corridor from Pilgrim Road east to Wauwatosa Road in Mequon. He said DOT consultants are looking for a recommendation to construct either an urban or rural cross section from Fond du Lac Avenue to Country Aire Drive and a 25' median or 10' median from Pilgrim Road to Fond du Lac Avenue. He said the Public Works Committee is recommending the urban section.

Commissioner Warren said the rural section would not be business friendly because it would require 5 businesses to relocate. Planner Retzlaff said the Public Works Committee is suggesting the two way left turn lane feature, the TWLTL, in place of the median for the entire stretch. The road will have four lanes with a TWLTL to replace the median. Commissioner Warren said speed may be too high to use a twtl. Planner Retzlaff said the TWLTL option makes sense in terms of preserving the accessibility for adjacent property owners, if it's an option the DOT will consider.

- Good location for proposal

Planner Retzlaff said a Land Use Plan Amendment and Rezoning would be needed.

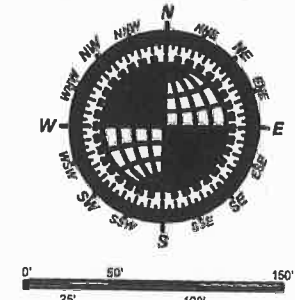
Chairman Wolter thought the proposal was a good transition for the area. He said 24 units are too high but he would possibly accept 16 units. Trustee Baum said he would consider a proposal with a lower density, decent layout, with garages attached.

Scott Bence said he would consider the Plan Commission's recommendations.

HILLSIDE VIEW

Being a redivision of Lot 1 of Certified Survey Map No. 4534, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

All bearings refer to Grid North of the Wisconsin State Plane Co-ordinate System, South Zone per N.A.D. 1927. The East Line of the Southeast 1/4 of Section 26, Township 9 North, Range 20 East has a bearing of N 02°43'12" W.

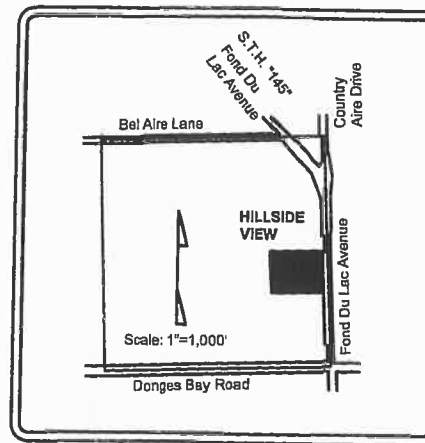
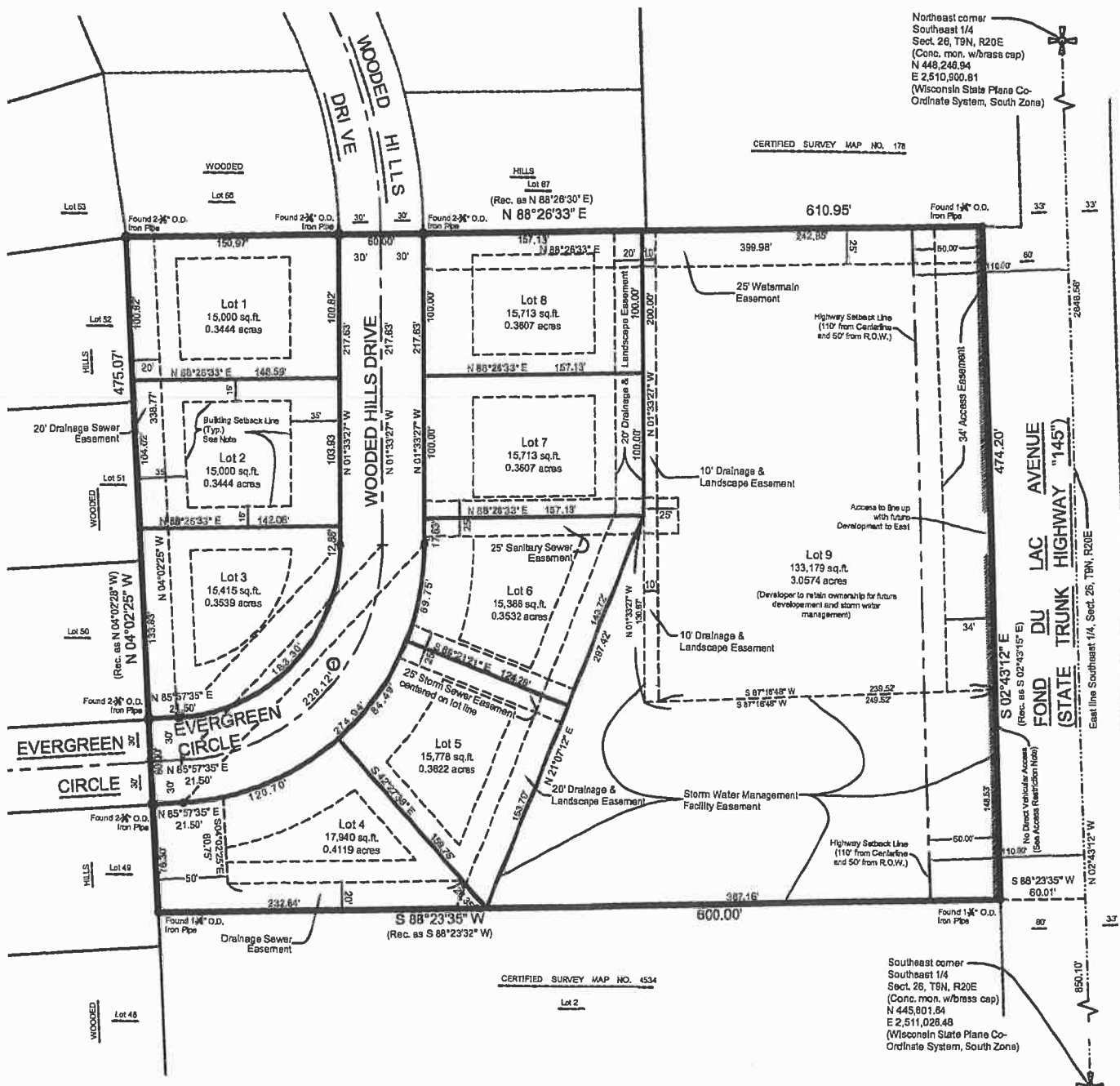


GRAPHIC SCALE
1"=50'



November 29, 2004
Rev. January 31, 2005
Rev. March 21, 2005
Rev. March 23, 2005

- NOTES:**
- Denotes 2-3/8" O.D. x 30' Iron Pipe set, 3.65 lbs. per lin. ft. 1-1/4" O.D. x 24' Iron Pipe set, 1.68 lbs. per lin. ft. at all other Lot and Outlot corners.
 - All distances computed and measured to the nearest 0.01'
 - All angles computed to the nearest 00°00'00.5" and measured to the nearest 00°00'01"
 - sq. ft. = Denotes lot areas to the nearest square foot
 - Building Setbacks
Min. Front Setback - 35 feet
Min. Rear Yard - 35 feet
Min. Side Yard - 15 feet
 - All sanitary sewer, watermain, storm sewer, drainage and utility easements are granted to the Village of Germantown.



VICINITY SKETCH

Southeast 1/4, Section 26, Township 9 North, Range 20 East

WISCONSIN HIGHWAY NOTES

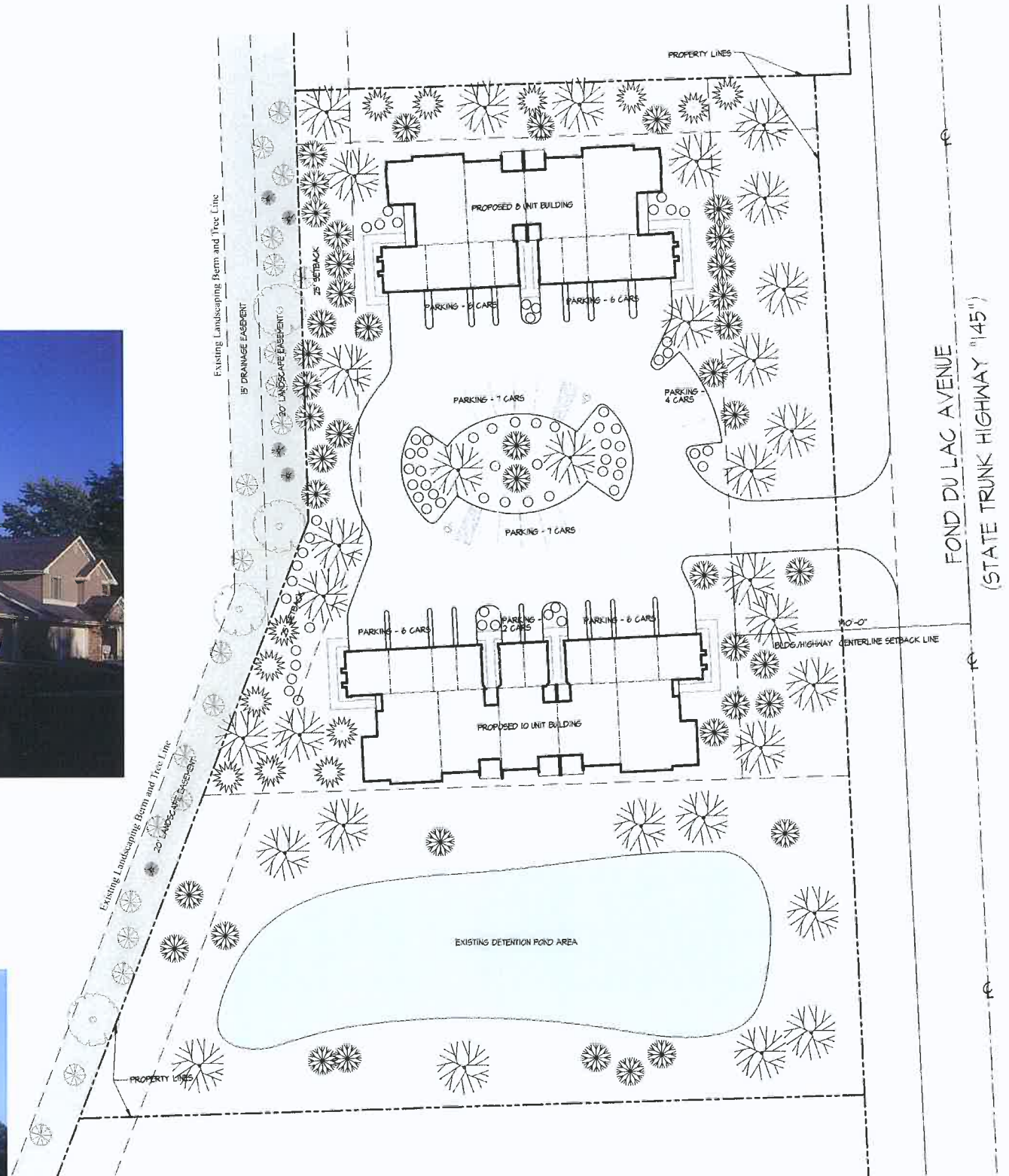
1. 110' Highway Setback from Centerline: This restriction is for the benefit of the public as provided in Section 238.260 Wisconsin Statutes. No structures are allowed between the right-of-way line and the building setback line. Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the Washington County Highway Department.
2. All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of S.T.H. "145" of Fond Du Lac Avenue as shown on the land division map. It is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 238.260, Stats., and shall be enforceable by the department or its assigns. Any access allowed by special exception shall be confirmed and granted only through the driveway permitting process and all permits are revocable.
3. Highway Notes: The lots of this land division may experience noise levels at levels exceeding the levels in s. Trans 405.54, Table 1. These levels are based on Federal standards. The Wisconsin Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways. In the absence of any increase by the department to the highway's through-traffic.

MAIN CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD	CENTRAL ANGLE	DEFLECTION ANGLE	CHORD BEARING
1W	120.00'	183.30'	185.99'	87°31'02"	43°45'31.0"	N 42°12'04.0" E
1CL	150.00'	228.12'	207.49'	87°31'02"	43°45'31.0"	N 42°12'04.0" E
1E	180.00'	274.94'	248.98'	87°31'02"	43°45'31.0"	N 42°12'04.0" E

LOT CURVE TABLE						
LOT	RADIUS	ARC LENGTH	CHORD	CENTRAL ANGLE	DEFLECTION ANGLE	CHORD BEARING
4	180.00'	120.70'	118.45'	38°25'13"	19°12'38.5"	N 88°44'58.5" E
5	180.00'	84.49'	83.72'	26°53'44"	13°26'52.0"	N 34°05'30.0" E
6	180.00'	69.75'	69.31'	22°12'05"	11°06'02.5"	N 09°32'35.5" E

Map Prepared by: William R. Henrichs, RLS 2419
LANDCRAFT SURVEY AND ENGINEERING, INC.
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
2077 South 118th Street, West Allis, WI 53227
PH: (414) 604-0674 FAX: (414) 604-0677
INFO@LANDCRAFTSE.COM
JOB NO. 040501

Conceptual Site Plan and Building Elevations



PARKING
GARAGES = 26 CARS
TANDEM PARKING = 26 CARS
GUEST PARKING = 18 CARS
TOTAL PARKING = 70 CARS

1 SITE PLAN
1" = 30'-0"

NOTE:
LANDSCAPING SHOWN IS FOR SCHEMATIC PURPOSES
ONLY. ACTUAL LANDSCAPING SHALL BE PER
DEVELOPER/MUNICIPALITY AGREEMENTS.



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

XI. C

MEETING DATE: April 7, 2014

AGENDA ITEM: Public Hearing & New Business (ORDINANCE & CSM)

ITEM TITLE: Chad Gettelman, Agent for James Purvis, Property Owner; W172 N13461 Division Road; Rezoning & 2-Lot Certified Survey Map (CSM)

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

SUMMARY EXPLANATION:

Chad Gettelman, agent for the owner of a 14.28-acre parcel with frontage on both Division Road and Bonniwell Road is seeking approval of a 2-lot Certified Survey Map (CSM) and rezoning (A-2 to Rs-1) in order to create two parcels.

ATTACHMENTS:

- ◆ 3/10/14 Staff Report
- ◆ 3/10/14 Plan Commission Meeting Minutes
- ◆ Draft Rezoning Ordinance
- ◆ CSM

PLAN COMMISSION RECOMMENDATION:

APPROVE rezoning the entire 14.28 acre property from A-2: Agricultural to Rs-1: Single-family; and

APPROVE the 2-lot Certified Survey Map land division for the 14.28-acre Purvis property located on Division Road subject to the following conditions:

1. The access easement agreement shall be reviewed and approved by the Village Attorney prior to recording the CSM.
2. No development shall occur within the 25' wetland setback shown on Lot 1 and Lot 2.

1.

ORDINANCE NO. _____

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

(James Purvis, Sr., Property Owner)

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

SECTION 1. That the zoning map of the Village of Germantown is amended by rezoning from the A-2: Agricultural District to the Rs-1: Single-family District the following described property:

That part of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 9; thence S85002'29"W along the North line of said Northeast 1/4, 214.50 feet to the point of beginning of this description; thence S00038'12"E, 214.50 feet; thence N85002'29"E, 164.08 feet to a point on the Western Right of Way line of C.T.H. "G"; thence S03029'14"W along said Western line, 204.70 feet; thence S00038'12"E along said Western line, 500.00 feet; thence S8902'26"E along said Western line, 20.00 feet; thence S00038'12"E along said Western line, 302.37 feet; thence S8604'43"W, 173.52 feet; thence N00021'12"W, 125.00 feet; thence S89038'30"W, 428.54 feet to a point on the West line of the East 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence N00041'10"W along said West line, 1057.37 feet to a point on the North line of said Northeast 1/4, thence N85002'29"E, 434.51 feet to the point of beginning of this description. Said parcel contains 14.28 Acres.

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: _____, 2014

Vote: _____
Ayes: _____
Nays: _____

Dean Wolter, Village President

ATTEST:

Barbara K. D. Goeckner, Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney
Published:

CERTIFIED SURVEY MAP (CSM) & REZONING APPLICATION

3/10/14 Plan Commission Meeting

Chad Gettelman / James Purvis Sr.

Village Planner Report

Germantown, Wisconsin

Summary

Chad Gettelman, agent for James Purvis Sr., property owner of a 14.28-acre parcel located on Division Road is seeking approval of a 2-lot Certified Survey Map (CSM) and rezoning in order to create two residential parcels.

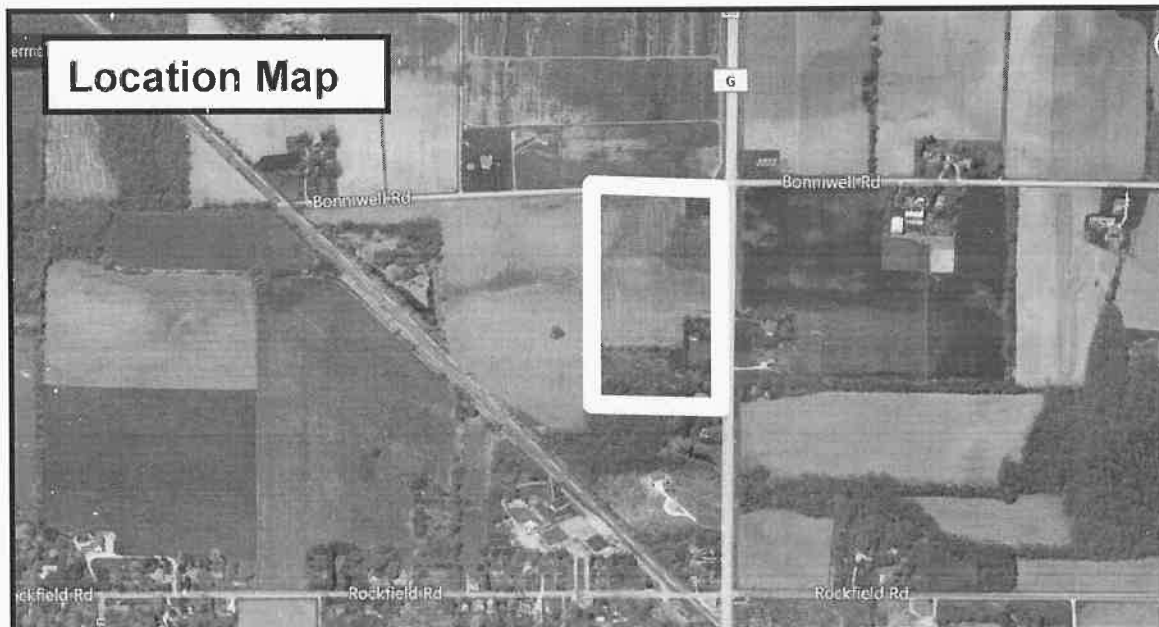
Location: Bonniwell Road @ Division Road (CTH G)

Applicant: Chad Gettelman
982 Bluebird Ct
Hartford, WI 53027

Property Owners: James Purvis Sr.
W172 N13461 Division Road
Germantown, WI 53022

Current Zoning District: A-2: Agricultural
Proposed Zoning District: Rs-1: Single-family

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



Proposal

Chad Gettelman, agent for James Purvis Sr., property owner of a 14.28-acre parcel located on Division Road is seeking approval of a 2-lot Certified Survey Map (CSM) and rezoning (from A-2: Agricultural to Rs-1: Single-family) in order to create two residential parcels.

Due to the amount and location of wetlands across more than 50 percent of the 14.28-acre parcel, access to proposed Lot 2 is proposed to Division Road via a 30' wide access easement across proposed Lot 1 (containing the existing dwelling).

Staff AnalysisConsistency with Village's Land Use Plan.

The Plan map classifies this property as "Agricultural/Conservation Residential". The proposed Rs-1 zoning with a minimum 5-acre lot size is consistent with the 2020 Land Use Plan.

Conformance with Zoning District Requirements.

Lot 2 has an existing dwelling and on-site septic system. Proposed Lot 1 has soil evaluations indicating that the lot can support an on-site (mound-type) sanitary system.

Given the extent of wetlands across the property, including along all of the frontage to Bonniwell Road, Village and DNR staff recommended that the owner pursue an alternative means of access; specifically across Lot 2 to Division Road. Because this segment of Division Road is under the jurisdictional authority of Washington County, any request for access to Division Road requires County approval. At their June, 2013 meeting, the County Transportation Committee granted an access permit (see June 18, 2013 letter attached). NOTE: although Condition #4 required action within 6 months, we have confirmation from Dan Nysse, Washington County Highway Department, that a 6-month extension through June, 2014 has been granted.

A separate access easement agreement has been submitted that will need to be reviewed and approved by the Village Attorney prior to recording the CSM.

Village Planner Recommendation

APPROVE rezoning the entire 14.28 acre property from A-2: Agricultural to Rs-1: Single-family; and

APPROVE the 2-lot Certified Survey Map land division for the 14.28-acre Purvis property located on Division Road subject to the following conditions:

1. The access easement agreement shall be reviewed and approved by the Village Attorney prior to recording the CSM.
2. No development shall occur within the 25' wetland setback shown on Lot 1 and Lot 2.

- 4. The minimum planted size for all evergreen trees shall be 8'. A revised landscape plan sheet shall be prepared and submitted to the Village Planner for review/approval prior to issuance of a building permit.**
- 5. Final selection of the color for the chain-link fence privacy slats shall be submitted to the Village Planner for review prior to issuance of a building permit. The color of said privacy slats should be a dark, earth-tone color.**

MOTION to Amend Baum second Peck to add Condition #6 that public hearing notifications go out to property owners 2 miles in each direction.

MOTION to Amend carried 6-1 (Warren)

MOTION to Amend Gray second Baum to add Condition #7 that every arborvitae be changed to spruce or pine trees and be planted in a staggered, offset pattern along the property line with 12 to 15 foot centers.

MOTION to Amend carried unanimously.

MOTION to Amend Peck to propose 4 evergreens be planted within 50' of tower at 100 feet tall.
MOTION Fails – No Second.

Planner Retzlaff said at the last review, the Village Board directed the applicant to look at alternative heights and co-location alternatives. He said the analysis concluded that a 125 foot tower necessitated 2 additional facilities elsewhere in the search area to provide the same level of service. Mr. Rogers confirmed the analysis was correct adding that they also looked at a 199 foot tower but determined that height was not needed as well as looking at all other existing towers for co-location. Chairman Wolter said these types of services are being requested by more people who are using data everyday and AT&T is trying to satisfy that request. He said It doesn't mean he is in favor of or taking a positive position but it's a fact how many people want and rely on this type of technology. Mr. Rogers said he understands the impact on the neighbors but the coverage is needed. Chairman Wolter said what we need to do as a community is look how our state government is removing some of our power and that is where we need to focus so we don't continue to lose control over these types of issues in the future.

MOTION to Approve as Amended carried 4-3 (Stauffacher, Peck, Gray).

Chad Gettelman for James Purvis – W172 N13461 Division Road. Request to approve a 2-lot Certified Survey Map and Rezoning in order to create two residential parcels from a 14.28 acre parcel. Planner Retzlaff summarized the proposal.

MOTION Baum second Peck to Approve rezoning the entire 14.28 acre property from A-2 Agricultural to Rs-1 Single-family and

Approve the 2-lot Certified Survey Map land division for the 14.28-acre Purvis property located on Division Road subject to the following conditions:

- 1. The access easement agreement shall be reviewed and approved by the Village Attorney prior to recording the CSM.**
- 2. No development shall occur within the 25' wetland setback shown on Lot 1 and Lot 2.**

MOTION carried unanimously.



Chad Gettelman <cjgettelman@gmail.com>

Wetland Delineation Results - Driveway Question

Schroeder, Travis - DNR <Travis.Schroeder@wisconsin.gov>

Wed, Nov 27, 2013 at 10:48 AM

To: Chad Gettelman <cjgettelman@gmail.com>

Cc: "Jeff Retzlaff (jretzlaff@village.germantown.wi.us)" <jretzlaff@village.germantown.wi.us>

Chad, thank you for the email. In all of our wetland permitting options avoidance is the first step. So you would have to explore the easement option for access and be denied in writing before we would entertain a wetland permit. If you are able to obtain an easement for access you would not qualify for a wetland permit since there is an upland alternative. I have copied Jeff Retzlaff from the Village of Germantown on this email since it sounds like you will need local approvals as well. If you have any other questions please let me know.



Water Management Specialist

Wisconsin Department of Natural Resources

141 NW Barstow St Rm 180

Waukesha WI 53188

(☎) phone: (262) 574-2172

(☎) fax: (262) 574-2117

(✉) e-mail: Travis.Schroeder@wi.gov

(🌐) DNR web <http://dnr.wi.gov>

Quality Customer Service is Important to Us. Tell Us How We Are Doing.

Water Division Customer Service Survey

<https://www.surveymonkey.com/s/WDNRWater>

From: Chad Gettelman [mailto:cjgettelman@gmail.com]

Sent: Tuesday, November 26, 2013 9:47 PM

To: Schroeder, Travis - DNR

Subject: Fwd: Wetland Delineation Results - Driveway Question

[Quoted text hidden]

EASEMENT OR RIGHT-OF-WAY FOR ACCESS TO PROPERTY

FOR AN IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, James Purvis Sr. ("Grantor") hereby grants and conveys to Chad J. Gettelman, ("Grantee"), its successors and assigns, a perpetual, non-exclusive right of way and easement ("Easement") in, under, upon, about, over and through the property described on the attached Exhibit "CSM", hereto and incorporated herein by reference ("Lot 2").

1. Grant. The easement granted hereby shall be for ingress and egress to, from, upon and over "Lot 2" in the attached CSM, to provide access to other property owned by Grantee, documented as "Lot 1".
2. Streets. The Grantee may construct a permanent driveway on the Property to be maintained by the Grantee.
3. No Interference. Grantor shall not interfere with the Grantee's construction of such permanent driveway within the Easement.
4. Termination. This Easement shall be terminated at any time by an instrument executed for such purpose and signed by the parties.
5. Amendment. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Property and the Easement.
6. This Easement shall be binding upon and inure to the benefit of the parties successors and assigns, heirs, beneficiaries and personal representatives.

GRANTOR


James Purvis Sr.

Date: 1-31-14

GRANTEE


Chad J. Gettelman

Date: 1-13-14



Washington County Highway Department

Commissioner: Thomas A. Wondra

June 18, 2013

Chad Gettelman
982 Bluebird Lane
Hartford, WI. 53027

Dear Mr. Gettelman,

At the June 18, 2013, meeting of the Transportation Committee, your appeal for an access permit to construct a Type A access onto the west side of County Trunk Highway (CTH) G approximately 763 feet south of Bonniwell Road in the Village of Germantown has been granted with the following conditions:

1. The Village of Germantown approves a certified survey map (CSM) for the land division you proposed.
2. The CSM shall have a note indicating that direct vehicle access onto CTH G be restricted to the one proposed location and one existing access.
3. The CSM is recorded in the Washington County Courthouse and a copy of the recorded document shall be provided to the highway commissioner prior to the issuance of the permit.
4. The appeal becomes null and void if these conditions are not met within six months of the granting of the appeal.

If you have any questions regarding this appeal please call me at 262-335-5025.

Sincerely,

Daniel A. Nysse
Project Technician

Cc: Daniel R. Goetz, Transportation Committee Chairperson
Jeff Retzlaff, Planner/Zoning Administrator

Certified Survey Map # _____

That part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

Scale 1"=200'



Surveyor

Richard Simon
Cornerstone Land Surveying
5080 Fairy Chasm Road
West Bend, WI 53095
262-424-5630

Owner

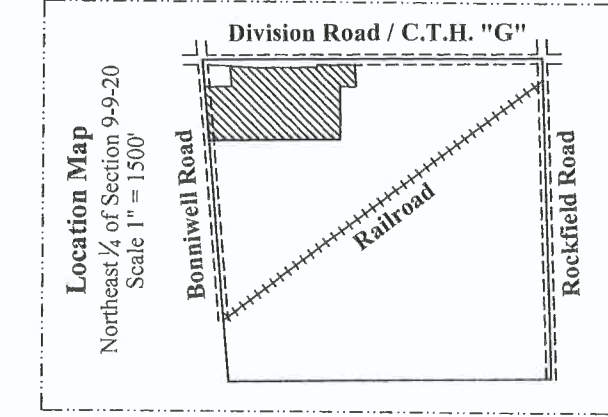
James M. Purvis
W172 N13461 Division Road
Germantown, WI 53022

Point of Commencement
Northeast corner of the Northeast
 $\frac{1}{4}$ of Section 9-9-20
466,646.73
2,499,878.26

Northwest corner of the
Northeast $\frac{1}{4}$ of Section 9-9-20
466,422.36
2,497,292.21

Bonniwell Road

North Line of the Northeast $\frac{1}{4}$ of Section 9-9-20, 2596.05'



Location Map
Northeast $\frac{1}{4}$ of Section 9-9-20
Scale 1" = 1500'

Unplatted Lands
40' Right of Way dedicated to the Village
of Germantown for Road Purposes

17379.8 Sq. Feet
0.4 Acres

West Line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9-9-20, 2719.34'

Bonniwell Road

Division Road / C.T.H. "G"

Railroad

Rockfield Road

Proposed Driveway Easement for
the benefit of Lot 1 across Lot 2

Lot 1
386737.7 Sq. Feet
8.88 Acres

Lot 2
218739.9 Sq. Feet
5.0 Acres

Soil Boring Locations

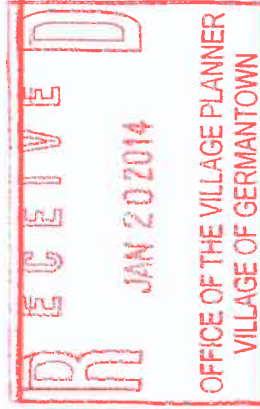
Unplatted Lands

Unplatted Lands

Southeast corner of the
Northeast $\frac{1}{4}$ of Section 9-9-20
463,927.85
2,499,908.23

Notes:

- 1) Bearings or Distances in () are Recorded Measurements
 - 2) Bearings are referenced to the East Line of the Northeast $\frac{1}{4}$ of Section 9-9-20, bearing S00°38'12"E, Wisconsin State Plane Coordinate System, South Zone (NAD 1927 Datum)
- Centerline of 30' Ingress/Egress Easement Description**
That part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin; described as follows; Commencing at the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 9; thence S85°02'29"W along the North line of said Northeast $\frac{1}{4}$, 214.50 feet; thence S00°38'12"E, 214.50 feet; thence N85°02'29"E, 164.08 feet to a point on the Western Right of Way line of C.T.H. "G"; thence S03°29'14"W along said Western line, 204.70 feet; thence S00°38'12"E along said Western line, 340.67 feet to the point of beginning of the centerline of a 30' Ingress/Egress Easement; thence S 89°21'48" W 218.71' to a point on the East line of Lot 1.



Certified Survey Map

That part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9,
Township 9 North, Range 20 East, Village of Germantown,
Washington County, Wisconsin



Northwest corner of the
Northeast $\frac{1}{4}$ of Section 9-9-20
466,422.36
2,497,292.21

Unplatted Lands

Scale 1" = 100'



Current Zoning A2

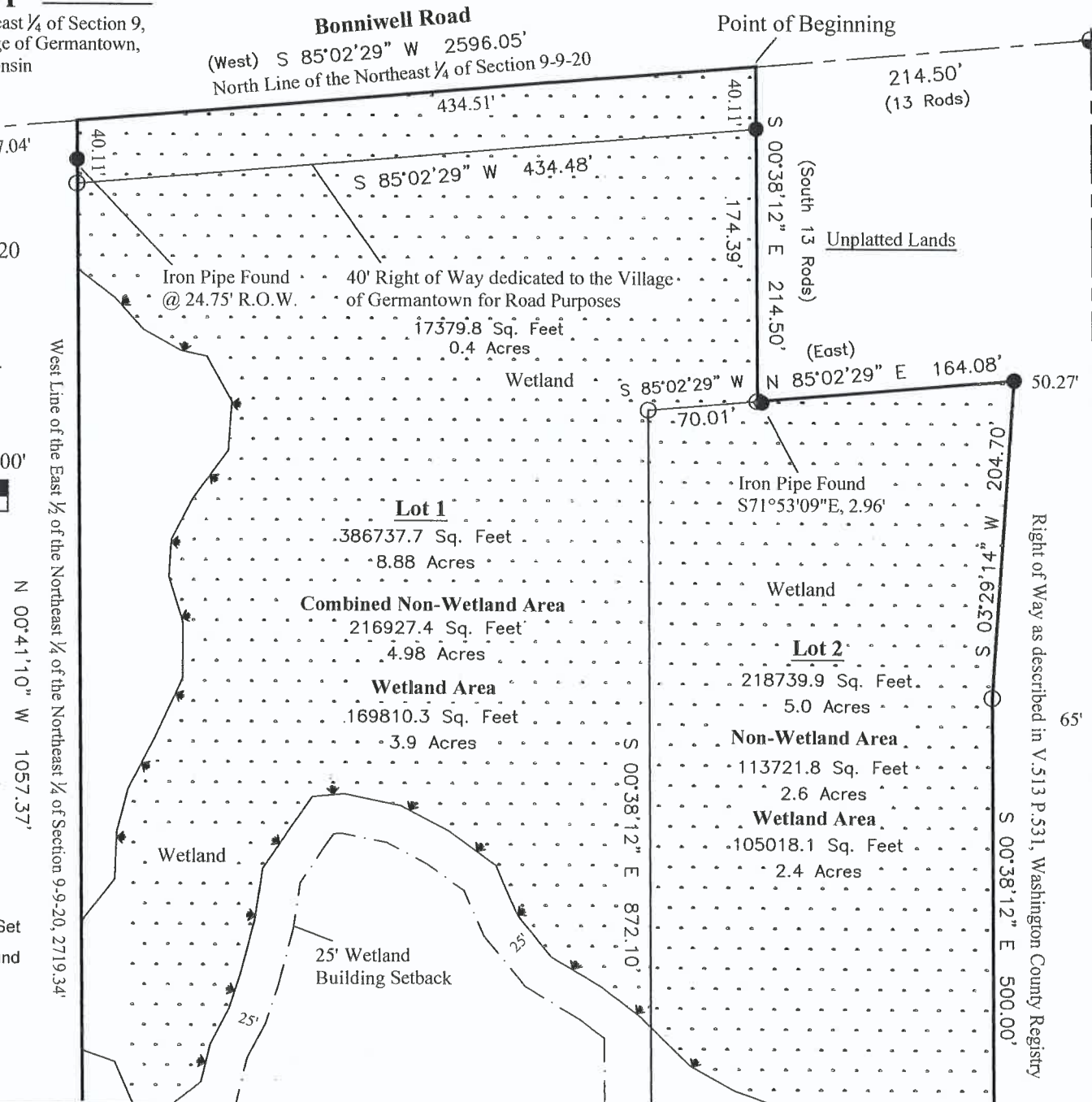
60' - Front Setback
50' - Side Setback
50' - Rear Setback

Proposed Zoning RS1

45' - Front Setback
30' - Side Setback
35' - Rear Setback

Legend:

- Iron Pipe, Found
- 1" OD X 18" Iron Pipe 1.13 Lbs./Lin. Ft., Set
- ⊙ Concrete Monument with Brass Cap, Found



Point of Commencement
Northeast corner of the
Northeast $\frac{1}{4}$ of Section 9-9-20
466,646.73
2,499,878.26



Division Road / C.T.H. "G"
(N 00°38'23" W)
S 00°38'12" E 2719.34'

Certified Survey Map

That part of the Northeast 1/4 of the Northeast 1/4 of Section 9,
Township 9 North, Range 20 East, Village of Germantown,
Washington County, Wisconsin



Unplatted Lands

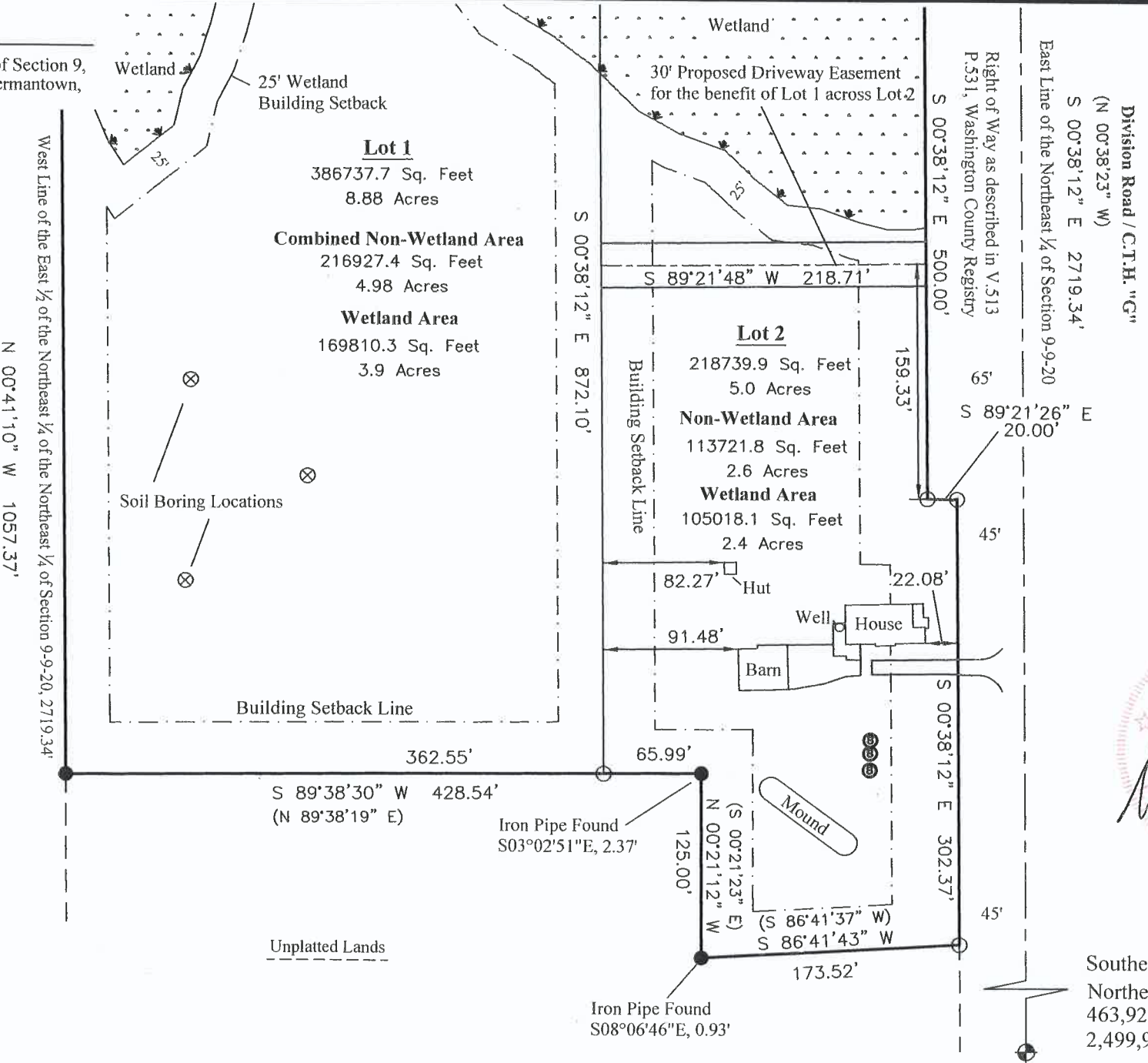
Scale 1"= 100'



Current Zoning A2	Proposed Zoning RS1
60' - Front Setback	45' - Front Setback
50' - Side Setback	30' - Side Setback
50' - Rear Setback	35' - Rear Setback

Legend:

- Iron Pipe, Found
- 1" OD X 18" Iron Pipe 1.13 Lbs./Lin. Ft., Set
- ⊕ Concrete Monument with Brass Cap, Found



Southeast corner of the
Northeast 1/4 of Section 9-9-20
463,927.85
2,499,908.23

Certified Survey Map

That part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9,
Township 9 North, Range 20 East, Village of Germantown,
Washington County, Wisconsin

Surveyor's Certificate

I, Richard L Simon, Registered Land Surveyor, hereby certify:

That I have surveyed, divided and mapped that part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin

Described as follows:

That part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin; described as follows; Commencing at the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 9; thence S85°02'29"W along the North line of said Northeast $\frac{1}{4}$, 214.50 feet to the point of beginning of this description; thence S00°38'12"E, 214.50 feet; thence N85°02'29"E, 164.08 feet to a point on the Western Right of Way line of C.T.H. "G"; thence S03°29'14"W along said Western line, 204.70 feet; thence S00°38'12"E along said Western line, 500.00 feet; thence S89°21'26"E along said Western line, 20.00 feet; thence S00°38'12"E along said Western line, 302.37 feet; thence S86°41'43"W, 173.52 feet; thence N00°21'12"W, 125.00 feet; thence S89°38'30"W, 428.54 feet to a point on the West line of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 9; thence N00°41'10"W along said West line, 1057.37 feet to a point on the North line of said Northeast $\frac{1}{4}$, thence N85°02'29"E, 434.51 feet to the point of beginning of this description.

Said parcel contains 14.28 Acres.

That I have made such survey, division, dedication, and map by the direction of James M. Purvis, owner of said land.

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

That I have fully complied with provisions of s. 236.34 of the Wisconsin Statutes and the subdivision regulations of the Village of Germantown in surveying, dividing, dedicating, and mapping the same.

Dated this 20th day of December, 2013


Richard L Simon, R.L.S. #2698
Cornerstone Land Surveying
5080 Fairy Chasm Road
West Bend, WI 53095
262-424-5630



Village of Germantown Plan Commission Approval

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Germantown, on
this _____ day of _____, 2013

Dean Wolter, Chairman

Laura Johnson, Secretary

Village of Germantown Board Approval

This Certified Survey Map, being a division of part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Planning Commission being the same, is hereby approved and the dedication of that part of Bonnhwell Road for road purposes as shown on sheet 2 of 5 is hereby accepted by the Village Board of Trustees of the Village of Germantown on

this _____ day of _____, 2013

Dean Wolter, Village President

Barbara K.D. Goeckner, Village Clerk

Certified Survey Map#

That part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9,
Township 9 North, Range 20 East, Village of Germantown,
Washington County, Wisconsin

Owner's Certificate

James M. Purvis, as owner, do hereby certify that I caused the land described in the foregoing affidavit of Richard L. Simon, Surveyor, to be surveyed, divided, dedicated, and mapped as represented on this Certified Survey Map.

WITNESS the hand and seal of said owner's, this _____ day of _____,

James M. Purvis

State of Wisconsin) SS
Washington County)

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

Notary Public

County, State of Wisconsin

My commission expires: _____

Consent of Mortgagee

I, _____ of _____, mortgagee of the above described land, do hereby consent to the surveying, dividing, dedicating, and mapping of the described land on this Certified Survey Map, and I do hereby consent to the certificate of James M. Purvis, as owner of said land.

Witness the hand and seal of said mortgagee this _____ day of _____.

Bank Officer

Witness

State of Wisconsin) SS
Washington County)

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

Notary Public

County, State of Wisconsin

My commission expires: _____



SOIL EVALUATION REPORT

in accordance with Comm 85, Wis. Adm. Code

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

Please print all information.

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

County WASHINGTON

Parcel I.D. _____

Reviewed by _____ Date _____

Property Owner CHAD LETTLEMAN Property Location Govt Lot NE 1/4 NE 1/4 S 9 T 9 N R 20 E (or) W

Property Owner's Mailing Address 982 BLUEBIRD LANE Lot # 1 Block # PROPOSED CSM

City HARTFORD State WIS Zip Code 53027 Phone Number 414 550-1851 City ☐ Village ☐ Town ☐ Nearest Road BERNARDTOWN BONNIEWELL RD

☒ New Construction Use: ☐ Residential / Number of bedrooms 3-5 Code derived design flow rate 450-750 GPD
☐ Replacement ☐ Public or commercial - Describe: _____

Parent material CLACIAL TILL over Bedrock Flood Plain elevation if applicable _____ ft.

General comments and recommendations: BORINGS OBSERVED BY CD REPANA
SOIL CONDITIONS CONFIRM SUITABLE FOR MOUND

1 Boring # ☒ Boring ☐ Pit Ground surface elev. 100.2 ft. Depth to limiting factor 26 in.

Horizon	Depth in.	Dominant Color Munsell	Redox Description Cu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft²	
									*E1#1	*E2#2
1	0-10	10YR3/2	—	SiL	2FSBK	MFL	AS	2F	.6	.8
2	10-20	10YR4/3	—	CL	2MABK	MFL	CW	IF	.4	.6
3	20-26	10YR4/3	—	GRCL	2FSBK	MFL	AS	—	.4	.6
—	—	Bedrock	—	—	—	—	—	—	—	—

2 Boring # ☒ Boring ☐ Pit Ground surface elev. 100.1 ft. Depth to limiting factor 24 in.

Horizon	Depth in.	Dominant Color Munsell	Redox Description Cu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft²	
									*E1#1	*E2#2
1	0-9	10YR3/2	—	SiL	2FSBK	MFL	AS	2F	.6	.8
2	9-18	10YR4/4	—	CL	2MABK	MFL	CW	IF	.4	.6
3	18-24	10YR4/3	—	GRCL	2FSBK	MFL	AS	—	.4	.6
4	24-31	10YR5/4	MZD 7.5YR 4/8	SiL	MASS	MFL	—	—	0.2	—
—	—	POSSIBLE Bedrock	—	—	—	—	—	—	—	—

* Effluent #1 = BOD₅ > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L * Effluent #2 = BOD₅ < 30 mg/L and TSS ≤ 30 mg/L

CST Name (Please Print) JACK LETTLEMAN Signature [Signature] Date Evaluation Conducted 1-1-14 CST Number 22853

Address PO BOX 121 COLGATE WIS Telephone Number 262-251-2021

3 Boring # ☒ Boring ☐ Pit Ground surface elev. 100.2 ft. Depth to limiting factor 28 in.

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft ²	
									*Eff#1	*Eff#2
1	0-11	10YR3/2	—	Sil	2FSBK	MFL	AS	28	.6	.8
2	11-19	10YR4/4	—	CL	2MABK	MFL	Qu	15	.4	.6
3	19-28	10YR4/3	—	GRCL	2FSBK	MFL	Qu	—	.4	.6
4	28-31	10YR5/4	MZD 7.5YR5/8	Sil	Mass &	MFL	Qu	—	.0	.2
POSSIBLE BEDROCK @ 31										

4 Boring # ☒ Boring ☐ Pit Ground surface elev. _____ ft. Depth to limiting factor _____ in.

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

5 Boring # ☒ Boring ☐ Pit Ground surface elev. _____ ft. Depth to limiting factor _____ in.

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

* Effluent #1 = BOD₅ > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD₅ ≤ 30 mg/L and TSS ≤ 30 mg/L

CST Name (Please Print)	Signature	CST Number
JACK LIETZAU	JACK LIETZAU	22853
Address	Date Evaluation Conducted	Telephone Number
PO BOX 121 COLGATE WISC	11-3-13	262-251-2070

Unplatted Lands

Unplatted Lands

S 03°29'14" W 204.70'

Right of Way as described in V.213 P.331, Washington County Registry

East Line of the Northeast 1/4 of Section

Non-Wetland Area
113721.8 Sq. Feet
2.6 Acres
Wetland Area
105018.1 Sq. Feet
2.4 Acres

Southeast corner of the
Northeast ¼ of Section 9-9-20
463,927.85
2,499,908.23

XI. D

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

MEETING DATE: April 6, 2014

AGENDA ITEM: New Business

ITEM TITLE: Authorization to contract with Air-Land Surveys to provide aerial survey with 1' contours for lands between Maple Dr and Appleton Ave south of Lannon Rd for a fee of \$9,350.

SUBMITTED BY: Dan Ludwig, Public Works Director

SUMMARY EXPLANATION:

The Village Board authorized Staff to use up to \$40,000 to proceed with planning for a future Tax Incremental District west of USH 41/45 adjacent to Appleton Avenue. Due to the wet soil conditions it is proposed to use aerial photography to provide topographic mapping, planimetric mapping, a digital terrain model, and 1' contours needed to develop utility and road plans for potential developers to site prospective developments. Knowing that frost is still in ground in certain areas it may be months before our standard survey could commence. This survey is the first item in the critical path so we cannot wait for dry soils.

Detailed photography will be provided for the lands between USH 41/45, Lannon Road and Appleton Avenue. A digital terrain model will be developed for all the lands between Maple Road, Lannon Road and County Line Road for future use if expansion of the TID needs to be investigated.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Proposal from Air-Land Surveys.

RECOMMENDATION:

Staff requests the Village Board to authorize Air-Land Surveys to survey the lands proposed for the future Tax Incremental District for a fee of \$9,350.

BOARD ACTION:

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



Full Service Digital Orthophotography & Land Surveys

540 S. Saginaw St., Suite 200, P.O. Box 3748

Flint, MI 48502

Phone: (810)-762-6800

Fax: (810)-762-6801

Date: 4/2/2014

To: Bob Beilfuss
Company: Village of Germantown Engineering
Address: N112 W17001 Mequon Road
Germantown, WI 53022
Re: Cost Proposal
Quote No: 14-530

Bob,

Thank you for allowing the Air Land Surveys team the opportunity to be of service to you on your upcoming project.

Please review the information on the accompanying proposal and contact me at any time if you need any additional information.

If you would like us to proceed with the work, please return a signed copy of the proposal by mail, fax or email.

In addition to your signed proposal we respectfully request that you submit payment for the Retainer Amount indicated at the bottom of the proposal page. We will promptly fly your project following receipt of the retainer.

So that we may insure that your flight is secured in a timely manner Air-Land Surveys is able to process retainer payments by way of Visa, Mastercard or wire transfer. Please call our Accounting department and we will be happy to process your payment.

Thank you,

Greg Lemke CP
Project Manager

PROPOSAL

Date: 4/2/2014

Proposal #:

14-530

Village of Germantown Engineering
Address: N112 W17001 Mequon Road
Germantown, WI 53022
Attention: Bob Beilfuss
Phone: 262-250-4726



The following is our proposal for:

Aerial Photography, Ground Control, Topographic Mapping , Digital Orthophotography ,

Described as: Germantown Aerial Mapping

FLIGHT:

\$ 2,100.00

Color aerial photography to be scheduled upon receipt of authorized proposal and retainer.

Aerial photography will allow for mapping of the areas identified on the image below.

GROUND CONTROL:

\$ 3,500.00

Approximately 12 control points needed.

Photo identifiable ground control points selected from the aerial photography are proposed to control this project. Final control point locations will be provided within one week of the aerial flight date.

Approximate control point locations are indicated on the image below. Final locations will be selected from photos after the flight has taken place.

When targeted control is established and surveyed prior to the aerial photography the mapping and or orthophoto production can begin as soon as the photography has been captured.

Ground control will be in Wisconsin State Plane , NAD27 horizontal and NGVD29 vertical coordinates.

MAPPING:

\$ 6,540.00

Topographic mapping will extend 100 feet beyond the outline on the BLUE image below and will be produced at a scale of 1 inch equals 50 feet.

Contours will be produced having an interval of 1 foot.

Planimetric mapping details discernible from the aerial photography including, buildings, roads, curbs, trails, railroads, drives, parking lots, sidewalks, watercourses, trees, shrubs, walls, culverts, drainage structures, manholes, fence lines, utility poles, and traces of existing utility corridors will be shown.

Topographic mapping in areas covered with dense foliage will be shown with dashed contours. In areas of extremely dense foliage contours may not be shown at all. Additional ground surveys to improve contour accuracy may be needed and can be quoted upon request.

A single AutoCAD file will be provided that contains all of the planimetric and contour mapping data.

A Digital Terrain Model (DTM) sufficient to produce 3D modeling and 1 foot contours will be delivered in a second AutoCAD file.

DIGITAL ORTHOPHOTOGRAPHY:

\$ 710.00

Digital orthophotos are photographic image files that have been rectified to remove the image distortions and displacements typically found in vertical aerial photographs. The orthos can be inserted into CAD and GIS software along with the topographic mapping and will align with the line work and symbology found in the mapping data. Stretching or rubber sheeting of the image files will NOT be needed to get them to align with the mapping.

Orthophotography will be produced at a scale of 1"= 50'

Orthophoto images will be produced having image pixels that are 6 inches square.

Orthophotography will be delivered as TIFF image file(s) with an associated TFW world file which allows the images to accurately register with the mapping in CAD and GIS environments. The Total size of the TIFF data will be approximately 290 MB.

The TIFF image tiles will be compressed and delivered in a single MrSid image file. A compression factor of 10 will be applied which will result in a final MrSid file that is approximately 29 MB.

SCHEDULE:

This proposal is based on a delivery schedule of approximately 4 weeks from the time that the aerial photography and ground control is completed. If mapping is required sooner than this time additional services can be quoted.

TOTAL ESTIMATE

\$ 12,850.00

Is a Certificate of Insurance Needed?

Retainer

\$ 2,100.00

PLEASE AUTHORIZE THE WORK TO BE PERFORMED ON THE ATTACHED CONTRACT

Final invoice will include all shipping charges and any applicable taxes incurred.

PRICES AND DELIVERY SCHEDULES SUBJECT TO CHANGE AFTER 30 DAYS



Greg Lemke, CP , Project Manager

PROJECT AREA



Contract for Photogrammetry Services

For the Project Known as : Germantown Aerial Mapping

THIS AGREEMENT, entered into this 2nd day of April 2014 by and between VILLAGE OF GERMANTOWN ENGINEERING hereinafter referred to as the "OWNER" and AIR LAND SURVEYS hereinafter referred to as the "Photogrammetrist."

WITNESSETH, that whereas it is the intent of the Owner to complete the following, hereinafter called the "PROJECT":

NOW, THEREFORE, the OWNER and the PHOTOGRAMMETRIST, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 1 – BASIC SERVICES OF THE PHOTOGRAMMETRIST

A. GENERAL:

1. The Photogrammetrist agrees to perform professional services in connection with the Project as hereinafter stated. All mapping will be performed per National Map Accuracy Standards as they apply to the map scale and contour interval stated in the proposal.
2. The Photogrammetrist will serve as the Owner's professional representative for the project, and will give consultation and advice to the Owner during the performance of the Photogrammetrist's services.

B. SCOPE OF SERVICE:

After written authorization to proceed with the project, the Photogrammetrist will execute the work plan described in the Photogrammetrist's Proposal, dated 4/2/2014.

SECTION 2 – ADDITIONAL SERVICES OF THE PHOTOGRAMMETRIST

A. GENERAL:

If authorized in writing by the Owner, the Photogrammetrist will finish or obtain from others additional services of the following types which will be paid for by the Owner as indicated in Paragraph 5.B.

1. Additional services in connection with the Project, not otherwise provided for in this agreement, subject to prior approval of the Owner.

SECTION 3 – THE OWNER'S RESPONSIBILITIES

1. Provide full information as to its requirements for the Project.
2. Assist the Photogrammetrist by placing at the Photogrammetrist's disposal all available information pertinent to the site of the Project, including previous reports and any other data relative to the Project.
3. Provide access for the Photogrammetrist to enter upon lands as required for the Photogrammetrist to perform work under this Agreement.
4. Examine all studies, reports, sketches, estimates, drawings, proposals and other documents presented by the Photogrammetrist and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Photogrammetrist.
5. Designate a person to act as the Owner's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the work covered by this Agreement.
6. Give prompt notice to the Photogrammetrist whenever the Owner observes or otherwise becomes aware of any defect in the project.
7. Furnish, or direct the Photogrammetrist to provide, at the Owner's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.
8. Due to the inherent limitations in aerial mapping, standard operating procedure dictates photogrammetric mapping be field checked prior to use. Failure to notify us of any errors and/or omissions within sixty (60) days of map delivery shall be deemed an acceptance of the mapping and any claims of such defects shall be waived.

SECTION 4 – PERIOD OF SERVICE

1. Upon written authorization from the Owner, the Photogrammetrist will proceed with the performance of the service called for in this Agreement.
2. Unless sooner terminated as provided in Paragraph 6.A, this Agreement shall remain in force for a period which may reasonably be required for completion of the proposed project; however, not greater than one year from the Photogrammetrist's substantial completion of the phases of work that have been authorized for commencement.

SECTION 5 – PAYMENTS TO THE PHOTOGRAMMETRIST

A. PAYMENTS FOR BASIC SERVICE OF THE PHOTOGRAMMETRIST UNDER SECTION 1:

1. The Owner will pay the Photogrammetrist in U.S. Dollars for basic services a total of

\$ 12,850.00

2. The fee as defined above shall be allocated to be paid monthly, as the work progresses and shall be payable within thirty days of invoice. Fees not paid within 30 days shall be charged interest at a rate of 1-1/2% per month or portion thereof.
3. Prior to commencing work a retainer in the amount of \$2100.00 shall be deposited for the flight portion of the project.
4. Prior to releasing final mapping all fees shall be paid in full for projects requiring a flight retainer.

B. PAYMENT FOR ADDITIONAL SERVICES OF THE PHOTOGRAMMETRIST UNDER SECTION 2:

1. The Owner will pay the Photogrammetrist for additional service at a mutually agreed upon fee.

C. GENERAL

1. If this Agreement is terminated upon completion of any phase of the Photogrammetrist's services, the progress payments to be made in accordance with Paragraph 5.A.1 and 5.A.2 on account of all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work not due to any fault of the Photogrammetrist, payment shall be made for services performed during such phases on the basis of the portion of each phase completed prior to termination.
2. If, prior to termination of this Agreement, any work performed by the Photogrammetrist during any phase of the work is suspended in whole or in part or abandoned not due to any fault of the Photogrammetrist, after written notice from the Owner, the Photogrammetrist shall be paid for services performed prior to receipt of such notice from the Owner as provided in Paragraph 5.c.5 for termination during any phase of the work.

SECTION 6 – GENERAL CONDITIONS

A. TERMINATION:

This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform, in accordance with terms hereof, by the other party through no fault of the terminating party. If this Agreement is so terminated, the Photogrammetrist shall be paid as provided in Paragraph 5.C.

B. OWNERSHIP:

All documents, except original drawings, but including estimates, specifications, field notes and data are and remain in the property of the Photogrammetrist as Instruments of Service. The Owner shall be provided a set of Digital drawings upon completion of the mapping.

C. INSURANCE – SAVE HARMLESS

The Photogrammetrist shall secure and maintain such insurance as will protect the Photogrammetrist and the Owner from claims under the Workman's Compensation Acts and from claims for bodily injury, death or property damage which may arise due to the Photogrammetrist's negligence in the performance of services under this Agreement.

D. SUCCESSORS & ASSIGNS:

The Owner and the Photogrammetrist each binds themselves and any partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Photogrammetrist shall assign or transfer their interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

E. INDEPENDENT CONTRACTOR:

It is understood and agreed that the Photogrammetrist is an independent contractor, responsible to the Owner for the results of this undertaking by the Photogrammetrist and is not an employee or agent of the Owner.

F. NON-DISCRIMINATION:

The Photogrammetrist and/or any sub-contractors shall not discriminate against any employees or applicant for employment, or to be employed in the performance of his Contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry.

The Photogrammetrist and/or any sub-contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his hire, tenure, terms, conditions or privileges of employment, because of age or sex, except where based on a bona fide occupational qualification.

G. MEDIATION:

In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Owner and the Photogrammetrist agree that all disputes between them arising out of or relating to this Agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Photogrammetrist further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

H. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Owner and the Photogrammetrist, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Photogrammetrist to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Photogrammetrist to the Owner shall not exceed \$25,000, or the Photogrammetrist's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for those liabilities or causes of action which arise as a result of Photogrammetrist's negligence or intentional acts and as otherwise prohibited by law.

I. STANDARD OF CARE

The Owner recognizes that the Photogrammetry services require decisions which are not based upon pure science but rather upon judgmental considerations, including the economic feasibility of alternative mapping methods. The Photogrammetrist shall perform its services in accordance with generally accepted Surveying practices. Services are rendered without any other warranty, express or implied and the Photogrammetrist shall be responsible solely for its own negligence.

J. APPLICABLE STATE LAW:

This document shall be governed by the laws of the State of Michigan.

SECTION 7 – SPECIAL PROVISIONS

The Owner and the Photogrammetrist mutually agree that this Agreement shall be subject to the following special provisions which, together with the provisions hereof and the exhibits hereto represent the entire Agreement between the Owner and the Photogrammetrist and that; they may only be altered or repealed by a duly executed written instrument.

NONE.

Total Estimate: U.S. \$ 12,850.00
Dollars

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

Owner:
Village of Germantown Engineering

Photogrammetrist:
Air-Land Surveys

Printed name: _____



Printed name: Greg Lemke

Date: _____

Date: 4/2/2014

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

XI. E

MEETING DATE: April 7, 2014

AGENDA ITEM: New Business

ITEM TITLE: Village of Germantown; 2-Lot Certified Survey Map (CSM);
Germantown Business Park (Washington Drive)

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

SUMMARY EXPLANATION:

The Village of Germantown is requesting approval of a 2-lot CSM for purposes of re-dividing an existing parcel totaling 23.9 acres in the Germantown Business Park.

ATTACHMENTS:

- ◆ 3/24/14 Staff Report
- ◆ 3/24/14 Plan Commission Meeting Minutes
- ◆ Draft CSM

PLAN COMMISSION RECOMMENDATION:

APPROVE the 2-lot CSM as proposed.

CERTIFIED SURVEY MAP (CSM) APPLICATION

3/24/14 Plan Commission Meeting

Village of Germantown

Village Planner Report

Germantown, Wisconsin

Summary

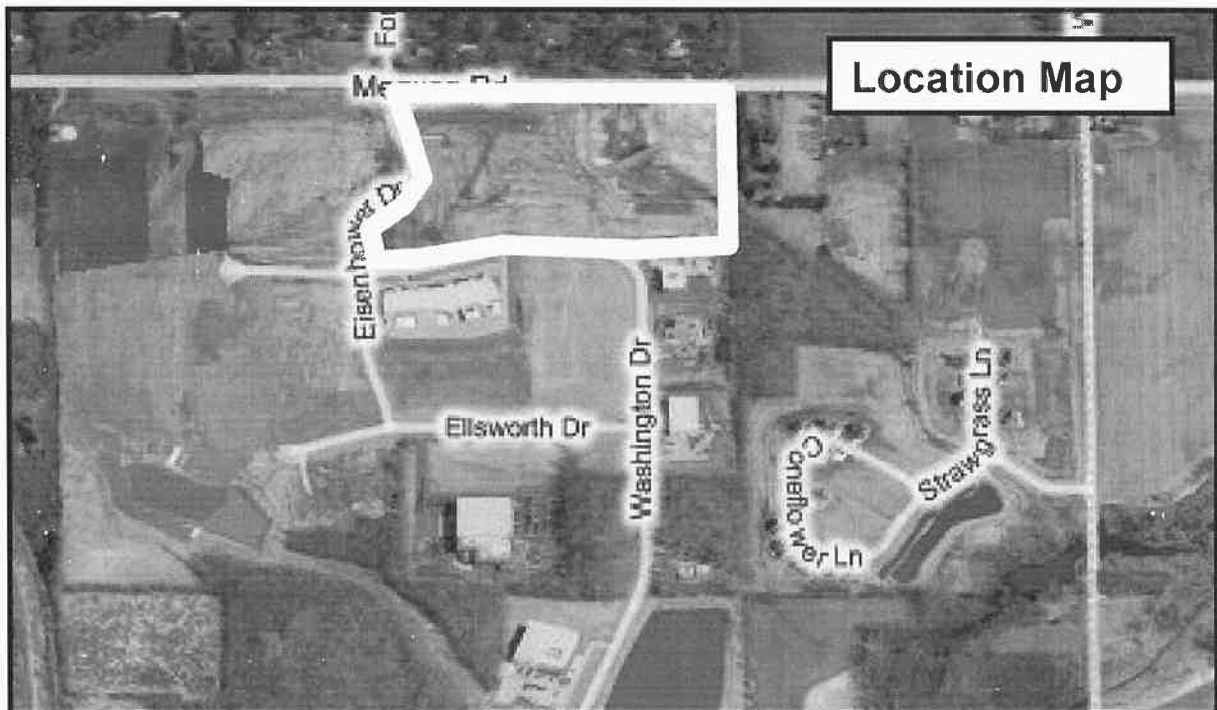
The Village of Germantown is requesting approval of a 2-lot CSM for purposes of re-dividing two existing parcels totaling 23.9 acres in the Germantown Business Park.

Location: Germantown Business Park

Applicants: Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Current Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Residential	Rs-3
South	Business Park	M-1
East	Business Park	Rs-2
West	Business Park	M-1



Proposal

The Village of Germantown is requesting approval of a CSM for purposes of re-dividing an existing parcel totaling 23.9 acres in the Germantown Business Park into a total of two (2) parcels:

Lot 44	13.63 acres
Lot 45	10.28 acres

Lot 44 is subject of tentative agreement with the owner of the Wisconsin Stamping & Manufacturing development located on Patton Court for future development. Lot 45 would continue to be owned by the Village and available for future development.

Village Planner Recommendation

POSITIVE recommendation to **APPROVE** the CSM as proposed.

PLAN COMMISSION MINUTES

March 24, 2014

CALL TO ORDER: Chairman Wolter called the meeting to order at 6:32 p.m.

ROLL CALL: Chairman Wolter, Trustee Representative Baum, Commissioners Warren, Stauffacher, Peck, Gray and Yokes were present. Also present were Village Planner Jeff Retzlaff, Village Administrator Dave Schornack, Attorney Brian Sajdak and Planning Assistant Lori Johnson.

PUBLIC INPUT: None

Review of Tax Increment Financing District (TID) #6 (Appleton Avenue) Draft Project Plan and Public Hearing Schedule.

MOTION Baum second Stauffacher to schedule the Public Hearing for TID #6 on 4-14-14

MOTION carried unanimously.

Village of Germantown – Germantown Business Park Lot 44 & 45 Washington Drive & Eisenhower Drive. 2-Lot CSM to re-divide two existing parcels totaling 23.9 acres. Planner Retzlaff summarized the proposal.

MOTION Baum second Peck to Approve the CSM as proposed.

MOTION carried unanimously.

ANNOUNCEMENTS: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:46 p.m.

Respectfully submitted,

Lori Johnson

CERTIFIED SURVEY MAP No.

Being a combination of Lot 19 and Lot 20 of Certified Survey Map No. 5975 located in the Northwest 1/4 of the Northeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin



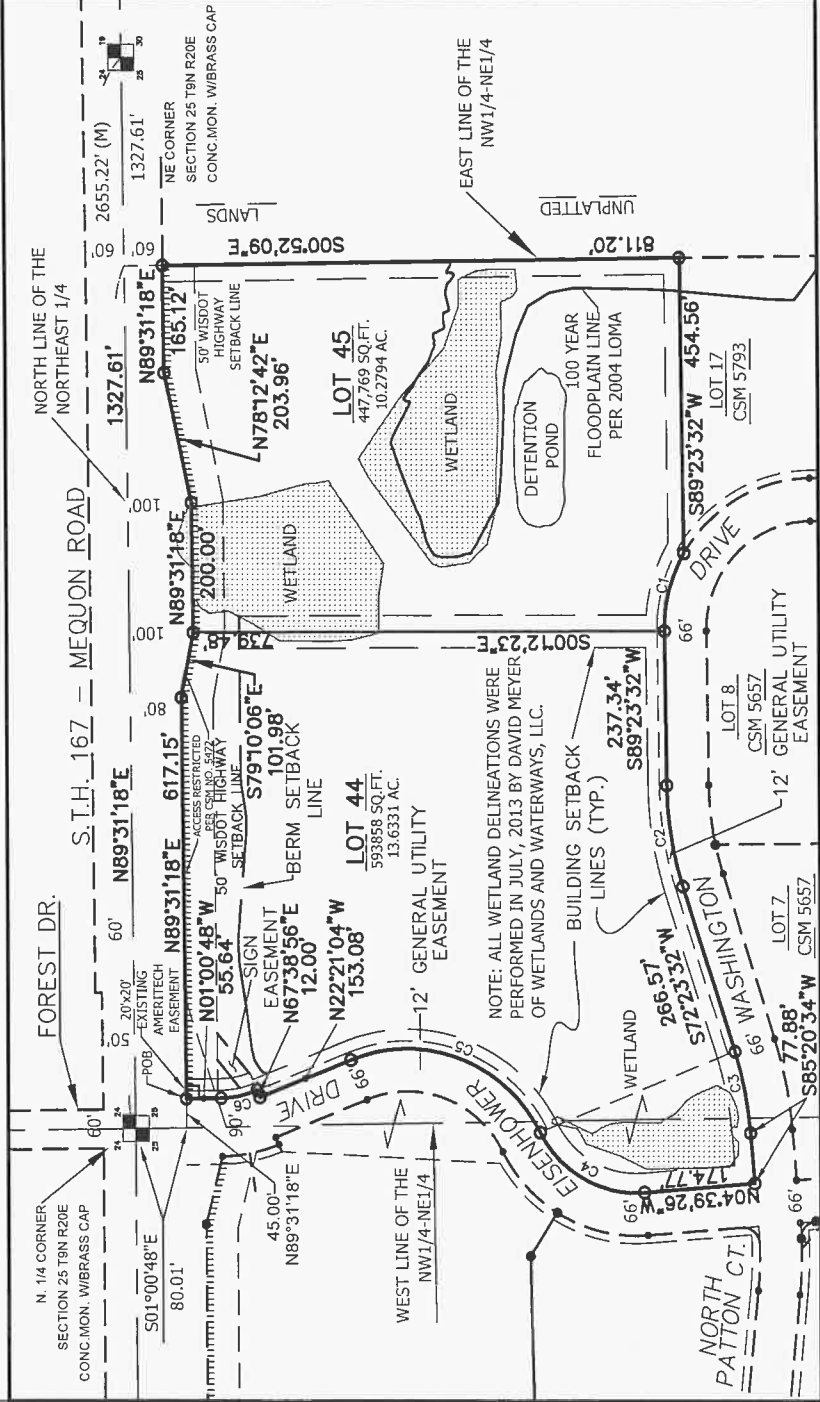
PREPARED FOR:

Village of Germantown
N112 W17001 Mequon Road
Germantown, Wisconsin 53022
(262)250-4720 Engineering Dept.

SCALE IN FEET



LOCATION MAP
NE 1/4 SECTION 25
T 9 N, R 20 E
1" = 2000'



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	125.52'	233.00'	30°51'58"	N 75°10'29" W	124.01'
C2	158.14'	533.00'	17°00'00"	S 80°53'32" W	157.56'
C3	128.16'	567.00'	12°57'02"	N 78°52'03" E	127.89'
C4	198.93'	167.00'	68°15'04"E	N 29°28'04"E	187.37'
C5	349.50'	233.00'	85°56'37"	N 20°37'15" E	317.64'
C6	57.72'	155.00'	21°20'16"	N 11°40'56"W	57.39'

LEGEND:

- INDICATES IRON PIPE FOUND (SIZE)
- INDICATES 3/4"x 18" STEEL PIPE SET W/CAP WEIGHING 1.502 LBS. PER LINEAL FOOT.

BEARING BASIS:

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WASHINGTON COUNTY COORDINATE SYSTEM.

THE NORTH LINE OF THE NE 1/4 OF SECTION 25-9-20 WAS USED AS N89°31'18"E.

SUBJECT TO EASEMENTS OF RECORD.

ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.

ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

BUILDING SETBACKS

FRONT-30'

SIDE-25'

REAR-25'



Robert C. Beilfuss
ROBERT C. BEILFUSS
REGISTERED LAND SURVEYOR
S-2072

DATED THIS 17TH DAY OF MARCH, 2014.

THIS INSTRUMENT WAS DRAFTED BY ROBERT C. BEILFUSS, S-2072, SHEET 1 OF 4

t:\eng\cad\dwg\1405 lot 44-45 csm.dwg

CERTIFIED SURVEY MAP NO.

Being a combination of Lot 19 and Lot 20 of Certified Survey Map No. 5975 located in the Northwest ¼ of the Northeast ¼, and the Northeast ¼ of the Northwest ¼ of Section 25, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE:

State of Wisconsin)
) ss
County of Waukesha)

I, Robert C. Beilfuss, Wisconsin Registered Land Surveyor, do hereby certify that I have surveyed, divided and mapped a combination of Lot 19 and Lot 20 of Certified Survey Map No. 5975 located in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 25, thence South $01^{\circ}00'48''$ East along the west line of the northeast $\frac{1}{4}$ of said Section 25, 80.01 feet; thence North $89^{\circ}31'18''$ East, 45.00 feet to the east right of way line of Eisenhower Drive and the point of beginning of the lands to be described:

Thence North 89° 31' 18" East along the south right of way line for Mequon Road (STH-167), 617.15 feet; thence South 79° 10' 06" East, along said south right of way, 101.98 feet; thence North 89° 31' 18" East, along said south right of way, 200.00 feet; thence North 78° 12' 42" East along said south right of way, 203.96 feet; thence North 89° 31' 18" East along said south right of way, 165.12 feet to the east line of the Northwest ¼ of the Northeast ¼ of said Section 25; thence South 00° 52' 09" East along said east line, 811.20 feet to the northeast corner of Lot 17 of Certified Survey Map No. 5793; thence South 89° 23' 32" West along the north line of said Lot 17, 454.56 feet to the east right of way line of Washington Drive and to a point of curve to the left; thence northwesterly 125.52 feet along the arc of said curve having a radius of 233.00 feet and a chord which bears North 75° 10' 29" West, 124.01 feet to a point of tangency; thence South 89° 23' 32" West along the north right of way line of Washington Drive, 237.34 feet to a point of curve to the left; thence southwesterly 158.14 feet along the arc of said curve having a radius of 533.00 feet and a chord which bears South 80° 53' 32" West, 157.56 feet to a point of tangency; thence South 72° 23' 32" West along said north line, 266.57 feet to a point of curve to the right; thence southwesterly 128.16 feet along the arc of said curve having a radius of 567.00 feet and a chord which bears South 78° 52' 03" West, 127.89 feet to a point of tangency; thence South 85° 20' 34" West along said north right of way line, 77.88 feet to the east right of way line of Eisenhower Drive; thence North 04° 39' 26" West along said east right of way line, 174.77 feet to a point of curve to the right; thence northeasterly 198.93 feet along the arc of said curve having a radius of 167.00 feet and a chord which bears North 29° 28' 04" East, 187.37 to a point of reverse curve to the left; thence northeasterly, 349.50 feet along the arc of said curve having a radius of 233.00 feet and a chord which bears North 20° 37' 15" East, 317.64 feet to the point of tangency; thence North 22° 21' 04" West along said east right of way line, 153.08 feet; thence North 67° 38' 56" East along said east right of way line, 12.00 feet to a point on a curve to the right; thence northwesterly, 57.72 feet along the arc of said curve having a radius of 155.00 feet and a chord which bears North 11° 40' 56" West, 57.39 feet to the point of tangency; thence North 01° 00' 48" West along said east right of way, 55.64 feet to the point of beginning.

Containing 1,041,626 sq. ft. (23.9125 acres)

SURVEYOR'S CERTIFICATE cont'd.:



Robert C. Beilfuss

CERTIFIED SURVEY MAP NO. _____

Being a combination of Lot 19 and Lot 20 of Certified Survey Map No. 5975 located in the Northwest ¼ of the Northeast ¼, and the Northeast ¼ of the Northwest ¼ of Section 25, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

SURVEYOR'S CERTIFICATE cont'd.:

That I have made such survey, land division and map by the direction of the Village of Germantown, owner of said land.

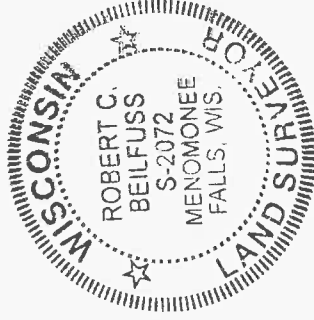
That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 18 of the Village of Germantown Subdivision Control Ordinance in surveying, dividing and mapping the same.

Robert C. Billings

Robert C. Beilfuss, R/L.S.

Dated this 17th day of March, 2014.



OWNER'S CERTIFICATE

Village of Germantown, a municipality duly organized and existing under and by virtue of the Laws of the State of Wisconsin, as owner, does hereby certify that said municipality caused the land described in the foregoing affidavit of Robert C. Beilfuss, to be surveyed, divided, and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 18 of the Village of Germantown Subdivision Control Ordinance.

In Witness whereof, the said Village of Germantown, has caused these presents to be signed
this _____ day of _____, 2014.

Village of Germantown:

Dean Wolter, Village President

Barbara K.D. Goeckner, Village Clerk

State of _____)
) SS
County) _____

Personally came before me this _____ day of _____, 2014, the above named Dean Wolter and Barbara K.D. Goeckner, to me known to be the same person (s) and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipality by its authority.

Notary Public, _____ County, _____

My Commission expires

This instrument was drafted by Robert C. Beilfuss, S-2072

CERTIFIED SURVEY MAP NO. _____

Being a combination of Lot 19 and Lot 20 of Certified Survey Map No. 5975 located in the Northwest ¼ of the Northeast ¼, and the Northeast ¼ of the Northwest ¼ of Section 25, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

VILLAGE PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the Village of Germantown on this _____ day of _____, 2014.

Dean Wolter
Chairman of Village Planning Commission

Laura A. Johnson
Planning Commission Secretary

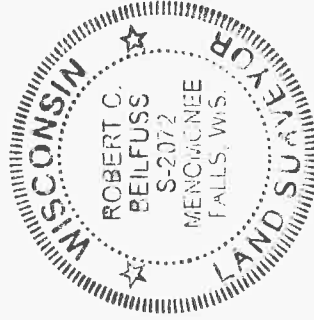
VILLAGE BOARD APPROVAL

Resolved that this Certified Survey Map, being a combination of Lot 19 and Lot 20 of Certified Survey Map No. 5975 located in the Northwest ¼ of the Northeast ¼, and the Northeast ¼ of the Northwest ¼ of Section 25, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, having been approved by the Plan Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Germantown on this _____ day of _____, 2014.

Dean Wolter, Village President
Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk
Village Clerk



Robert C. Beilfuss
Robert C. Beilfuss, R.L.S.
Dated this 17th day of March, 2014.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE BORROWING
OF NOT TO EXCEED \$3,795,000; AND
PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION PROMISSORY NOTES THEREFOR

WHEREAS, it is necessary that funds be raised by the Village of Germantown, Washington County, Wisconsin (the "Village") for the purpose of paying the costs of 2014 capital improvements including road and storm sewer improvements and equipment acquisition (the "Project"), and refunding the Village's \$1,795,000 Taxable General Obligation Promissory Notes, Series 2010B dated March 17, 2010 (the "2010 Notes") (hereinafter the refinancing of the 2010 Notes shall be referred to as the "Refunding") and there are insufficient funds on hand to pay said costs;

WHEREAS, the Village hereby finds and determines that the Project is within the Village's power to undertake and serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes;

WHEREAS, villages are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for such public purposes;

WHEREAS, the 2010 Notes were issued as Build America Bonds under Section 54AA of the Internal Revenue Code of 1986, as amended (the "Code") and were entitled to a credit payment from the Internal Revenue Service under Section 6431 of the Code equal to 35% of the semi-annual interest payments due on the 2010 Notes;

WHEREAS, due to the effect of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended (commonly referred to as the "Sequester"), the Village received notices from the IRS that the Village's credit payments on the 2010 Notes would be reduced by 8.7% beginning with the March 1, 2013 interest payments due on the 2010 Notes and by 7.2% beginning with the March 1, 2014 interest payments due on the 2010 Notes;

WHEREAS, the 2010 Notes contain extraordinary redemption provisions which permit the Village to redeem the 2010 Notes if the United States Treasury fails to make a credit payment to which the Village is entitled and such failure is not caused by any action or inaction by the Village;

WHEREAS, the Village Board hereby finds and determines that it is entitled to exercise the extraordinary redemption provisions of the 2010 Notes due to the failure of the United States Treasury to make credit payments to the Village to which the Village was entitled and such failure has not been caused by any action or inaction of the Village;

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to refund the 2010 Notes in order to avoid future reductions in credit payments on the 2010 Notes and for the purpose of obtaining interest cost savings; and

WHEREAS, villages are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes to refund outstanding municipal obligations.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of not to exceed THREE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$3,795,000) from a purchaser to be determined by subsequent resolution of this Village Board (the "Purchaser").

Section 2. Sale of the Notes. To evidence such indebtedness, the Village President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, general obligation promissory notes aggregating the principal amount of not to exceed THREE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$3,795,000) (the "Notes").

Section 3. Award of the Notes. The Finance Director (in consultation with the Village's financial advisor, Ehlers & Associates, Inc.) shall prepare or cause to be prepared an Official Notice of Sale and an Official Statement and take other actions necessary for the sale and award of the Notes on April 21, 2014.

Section 4. Prior Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this 7th day of April, 2014.

Dean Wolter
Village President

(SEAL)

ATTEST:

Barbara K.D. Goeckner
Village Clerk

RECEIVED

MAR 12 2014
OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

VILLAGE OF GERMANTOWN
APPLICATION FOR PUBLIC GRANT PROGRAM

RECEIVED

MAR 12 2014
OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

Application Date: 3/12/14

Organization/Group Name: DEUTSCHSTADT HERITAGE FOUNDATION

Applicant's Name: CHRISTOPHER J. YATCHAK

Applicant's Address: 1116 W/5041 BROWNSTONE CT.

Telephone Number: 262-251-2853

Purpose or Mission Statement: TO PRESERVE THE GERMAN HERITAGE IN THE COMMUNITY AND FINANCIALLY SUPPORT ACTIVITIES THAT ADD TO THE QUALITY OF LIFE IN GERMANTOWN

Event No. 1 Date: MAY 16-18, 2014 Event Description: MAI-FEST

ETHNIC FESTIVAL

Estimated Attendance: 3000 Times of Event: 5-16 5:00pm-12:00am
5-17 11:00am-12:00am
5-18 12:00pm-8:00pm

Location of Event: MERQUON ROAD & SQUIRE DR.

Event No. 2 Date: _____ Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

Event No. 3 Date: _____ Event Description: _____

Estimated Attendance: _____ Times of Event: _____

Location of Event: _____

How will the event(s) benefit the Village of Germantown: Brings people from Milwaukee metropolitan area to Germantown and proceeds from the festival are reinvested in our community

☒ Insurance submitted \$1,000,000 (minimum limit) – required for events having over 100 people in attendance.

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

Date: 3/12/14

Christopher Yatchak
Signature

CHRISTOPHER J. YATCHAK
Print Name of Signature

1116 WISD 41 BROWNSTONE CT.
Street Address

GERMANTOWN, WI 53022
City, State & Zip Code

RECEIVED

MAR 12 2014

OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN

VILLAGE OF GERMANTOWN
N112 W17001 Mequon Road, P.O. Box 337
Germantown, Wisconsin 53022

APPLICATION FOR DANCE LICENSE

Fee: \$10.00/day or \$100.00/annual (Amount Paid \$ _____)
\$5.00 Investigation Fee on Initial License Application

Name: Deutschstadt Heritage Foundation
(Individual, Partnership, Corporation or Club)

Date: 1/20/14

Address: N112W16240 Mequon Rd. City: Germantown State: WI Zip: 53022

List Officers of Partnership, Club, or Organization:

President: Name: (First) Charles (Middle Initial) _____ (Last) Hargan

Address: W169N11504 Biscayne Dr. City: Germantown State: WI Zip: 53022

Date of Birth: _____ Phone: 262-251-2381

Secretary: Name: (First) Judith (Middle Initial) _____ (Last) Lastrilla

Address: N113W12929 Crestview City: Germantown State: WI Zip: 53022

Date of Birth: _____ Phone: 262-242-4293

Treasurer: Name: (First) Michelle (Middle Initial) L. (Last) Danczyk

Address: W158 N10315 Mohawk Dr. City: Germantown State: WI Zip: 53022

Date of Birth: _____ Phone: 262-305-5171

Manager, Agent or Person in Charge:

Name: (First) Christopher J. Yatchak (Middle Initial) J. (Last) Yatchak

Address: N116W15041 Brownstone Ct. City: Germantown State: WI Zip: 53022

Date of Birth: _____ United States Citizen? Yes Wisconsin Resident? Yes

Have you ever been convicted of a felony or misdemeanor for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality, or are there any criminal charges presently pending against you? Yes _____ No X. If yes, give law or ordinance violated, date, description and status of charge:

5/14 5:00pm - 12:00am
5/17 11:00am - 12:00am

Date when dance will be held: May 16-19 Time of Dance: 12:00 AM / PM to 8:00 AM / PM

Premises where dance will be held: W164N11269 Squire Dr.

Name and address of the person, firm or corporation owning premises for which license is applied:

Name: Compass Properties Address: _____

I understand that omission, false information or untrue information submitted by me on this application will be grounds for the Village Board to deny this license at issue; OR revoke any such license after issue, when such error or omission is revealed upon investigation.

I understand that the license is issued subject to approval by the Inspection Department prior to the event, and it is my responsibility to contact the department when set-up is complete.

Date: 1/20/14 Signature of Applicant: Christopher J. Yatchak

Office Use Only:

Date submitted to Police Department and Fire Department for Investigation: _____

Date submitted to Public Safety Committee for recommendation: _____ Date Submitted to Village Board: _____

Approved: _____ Denied: _____ License No. _____ Date license issued: _____

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

MAR 12 2014

Application Date: 1/20/14County of WashingtonVillage of Germantown

The named organization applies for (check appropriate type)

OFFICE OF VILLAGE CLERK
VILLAGE OF GERMANTOWN☐ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.at the premises described below during a special event beginning May 16 and ending May 18 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.1. ORGANIZATION (check type) ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association(a) Name Deutschstadt Heritage Foundation(b) Address N112 W16240 Mequon Road City, State, Zip Germantown WI 53022(c) Date organized November 2007

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54(7m), Wis. Stats, check here _____

(f) Names and addresses of all officers:

President: Charles Hargan W169 N11504 Biscayne Dr. D.O.B. _____Vice President: Kenneth Miller W140 N11284 Countryside D.O.B. _____Secretary: Judith Lastrilla N113 W12929 Crestview D.O.B. _____Treasurer: Michelle Danczyk W158 N10315 Mohawk D.O.B. _____

(g) Name and address of manager or person in charge of affair:

Christopher J. Yatchak N116 W15041 Brownstone Ct D.O.B. _____

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number W164 N11269 Squire Dr.(b) Do premises occupy all or part of building? Parking Lot

(c) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover.

If an outside area, include fencing and dimension of area: _____

3. NAME OF EVENT:

(a) List name of the event Mai Fest(b) Dates of event May 16-18, 2014(c) Hours of event 5/16 5:00p.m - 12:00am 5/17 11:00am - 12:00am 5/18 12:00 - 8:00p.m**PLEASE NOTE:** Additional permits or approvals may be required by other Village Departments (sign permits, temporary use permits, electrical permits, etc). You are responsible for obtaining those permits prior to your event. Contact the Community Development Department at 262-250-4735 for further information.

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information in this application is true and correct to the best of their knowledge and belief.

Name of Organization: Deutschstadt Heritage FoundationSignature of Officer: Charles HarganDate: 3-11-14Signature of Officer: Judith LastrillaDate: 3-11-14Signature of Officer: Michelle DanczykDate: 3-11-14

Date Filed with Clerk: _____ Date Reported to Police Chief and Fire Chief: _____

Date Granted by Village Clerk: _____ License Number: _____

XI. H

**VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Monday, April 7, 2014

AGENDA ITEM: New Business

ITEM TITLE: Metro Milwaukee Sewer District Agreement for Alt Bauer Parking Lot

SUBMITTED BY: Justin Casperson, Park & Recreation Director

SUMMARY EXPLANATION:

Metro Milwaukee Sewer District (MMSD) is reimbursing municipalities for 'green' initiatives. The Village of Germantown is pursuing MMSD funds to reconstruct Alt Bauer Park parking lot. The Park and Recreation Department in conjunction the Engineering Department is working on the parking lot design and green infrastructure materials.

The Village of Germantown's sanitary sewer system is served by the MMSD. The MMSD is providing incentives to address storm water management with green infrastructure throughout its service area. MMSD's goal is to capture at least 1 million gallons of storm water annually. The green infrastructure implemented shall capture the first 0.5 inches of rainfall each storm event. One way to accomplish this goal is by reducing impervious areas and allowing water to infiltrate into the ground rather than flooding into our storm sewers. Installation of pervious pavement with gravel storage beneath is a viable option to lower the storm water runoff, capture the first 0.5 inches of rainfall, and store water for infiltration.

The project that the Village of Germantown is proposing will reconstruct an existing parking lot. This parking lot is located at Alt Bauer Park. The reconstruction will involve installing 2,200 SF of pervious Spancrete panels as well as re-grading and re-paving the rest of the parking lot. A clear stone storage facility will be installed beneath the Spancrete panels with several drain tiles to provide relief in heavy rainfalls. This location is perfect for a small pilot project that will expose the public to green materials and practices.

The total estimated budget for the project is \$64,000. The Village would utilize the \$47,567 MMSD GS for SISS monies. Attached is a tabulated bid form with estimated quantities and costs.

The Village will wait for MMSD approval for the GS for SISS grant allocation before project documents can be finalized. Once the project documents are finalized, the project will be publicly bid. The project will be completed in the 2014 construction season by a professional contractor. Attached is a proposed Gantt chart for the project.

No data has been collected, or will be collected for this project. However, the design has been modeled with HydroCAD for before and after runoff volumes and infiltrations. Below is a chart summarizing the results.

Item	Area, Imp. (ac)	Area, Perv. (ac)	2-Yr Event			100-Yr Event		
			Peak Flow (cfs)	Volume, Runoff (ac-ft)	Volume, Infil (ac-ft)	Peak Flow (cfs)	Volume, Runoff (ac-ft)	Volume, Infil (ac-ft)
A. Existing Condition	0.19	0.42	0.120	0.013	0.000	1.550	0.100	0.000
B. Proposed Condition	0.14	0.47	0.01	0.003	0.003	0.940	0.062	0.005
C. Change, Number (A-B)	0.053	(0.053)	0.110	0.010	(0.003)	0.610	0.038	(0.005)
D. Change, Percentage (100 * C/A)	27.89	N/A	91.67	76.92	N/A	39.35	38.00	N/A

In order to make the public aware of the pervious pavement installation, The Village will post pictures and a short description on the Village website. An onsite educational sign will be posted sharing the benefits of green infrastructure.

The agreement have been reviewed by the Park and Recreation Department, Engineering Department, the Village Attorney, and approved by the Park and Recreation Commission at their March 19, 2014 meeting.

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☐ OTHER ☒

Alt Bauer Park Parking Lot Estimate
Alt Bauer Park Parking Lot Gantt Chart
Funding Agreement
Sample Conservation Easement

RECOMMENDATION:

The Park and Recreation Commission sends forward a positive recommendation to the Village Board to approve the funding agreement.

BID ITEMS FOR INSTALLATION OF PERVIOUS
CONCRETE

ITEM NO.	BID ITEM	UNIT	EST. QTY	PRICE	EXTENDED PRICE	EST. QTY	UNIT PRICE	EXTENDED PRICE
A01	Removing Existing Roadway HMA Pavement Structure	C.Y. (In Situ)	105	\$10.76	\$1,129.80	28.5	\$10.76	\$306.66
A02	Common Excavation of Ex. Base and Subbase for the Installation of Proposed Cross Section	C.Y. (In Situ)	290	\$10.00	\$2,900.00	135	\$10.00	\$1,350.00
B01	Dense Graded Base, Gradation 1-1/4-inch	Ton (Weight Ticket)	154	\$9.30	\$1,434.53			
B02	Dense Graded Base, Gradation 3/4-inch	Ton (Weight Ticket)	89	\$9.30	\$827.70			
B03	Loose Graded Base, #2 stone	Ton (Weight Ticket)	122	\$9.30	\$1,134.60	122	\$9.30	\$1,134.60
B04	Loose Graded Base, #57 Stone	Ton (Weight Ticket)	98	\$9.30	\$911.40	98	\$9.30	\$911.40
C01	HMA Binder Course, 2-1/4" Depth, Type E-0.3, 19 mm, PG 64°C-22°C	Ton (Weight Ticket)	96	\$43.10	\$4,132.43			
C02	HMA Surface Course, 1-3/4" Depth, Type E-0.3, 12.5 mm, PG 64°C-22°C	Ton (Weight Ticket)	75	\$48.95	\$3,651.67			
C03	Pervious Concrete (12 Stalls)	S.F.	2160	\$15.00	\$32,400.00	2160	\$15.00	\$32,400.00
C04	Tack Coat	Gal	36	\$1.90	\$67.45			
C05	Sawing Ex. Pavements, HMA	L.F.	25	\$0.90	\$22.50			
G01	Mobilization & Demobilization (one-time max. payout for ea. project area)	L.S.	1	\$2,000.00	\$2,000.00			
G02	Traffic Control (one-time max. payout for ea. project area)	L.S.	1	\$500.00	\$500.00			
G03	Wattles (North American Green WS925/WS1210) (Incl. installation & removal)	L.F.		\$3.80	\$0.00			
G04	Topsoil (Imported & screened)	C.Y. (Load Ticket)	25	\$20.00	\$500.00			
G05	Turf Restoration, Hydroseed (Incl. watering)	S.Y.	65	\$0.45	\$29.25			
G06	Pavement Marking, Channelizing, Water Bourne, 4-inch, Yellow	L.F.	252	\$0.15	\$37.80			
J01	Impermeable Liner w/ Non-woven Geotextile Above	S.Y.	295	\$8.00	\$2,360.00	295	\$8.00	\$2,360.00
J02	4" Perforated Header Pipe w/ 2" No. 57 Bedding and Connect to Storm Sewer Inlet	L.F.	195	\$15.00	\$2,925.00	195	\$15.00	\$2,925.00
				SUBTOTAL	\$56,964.12			\$41,387.66
	10% Misc.				\$5,696.41			\$4,138.77
				TOTAL	\$62,660.54		TOTAL	\$45,526.43

educational sign
silt fence

Funding Agreement

Green Solutions for Separate Infrastructure and Sewer Separation (GS for SISS)

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the Village of Germantown (Municipality), with its offices at N112 W17001 Mequon Road, Germantown, WI 53022-0337.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., establishes that a "municipality" means the state or any department or agency thereof, or any city, village, town, county, school district, public library system, public inland lake protection and rehabilitation district, sanitary district, farm drainage district, metropolitan sewerage district, sewer utility district, solid waste management system created under s. 59.70 (2), local exposition district created under subch. II of ch. 229, local professional baseball park district created under subch. III of ch. 229, local professional football stadium district created under subch. IV of ch. 229, local cultural arts district created under subch. V of ch. 229, long-term care district under s. 46.2895, water utility district, mosquito control district, municipal electric company, county or city transit commission, commission created by contract under this section, taxation district, regional planning commission, housing authority created under s. 66.1201, redevelopment authority created under s. 66.1333, community development authority created under s. 66.1335, or city-county health department; and

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the locally owned collection systems in its service area; and

WHEREAS, during wet weather stormwater enters the District's sewer system (the "System") from combined sewers or from sanitary sewers with inflow and infiltration; and

WHEREAS, the District seeks to preserve capacity for wastewater by encouraging sewer separation and capture of stormwater through green infrastructure; and

WHEREAS, the District wishes to fund measures by the Municipality ~~to separate combined sewers or~~ to install green infrastructure.

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall end when the Municipality receives final payment from the District; or when this Agreement is otherwise terminated as set forth herein.

2. District Funding

The District shall reimburse the Municipality for \$47,567.00 in costs for the work described in Attachment A ("the Work"). The District funding shall be provided as a reimbursement upon submission of an invoice, documentation of costs, and execution of a 10-year duration Conservation Easement overlaying the permeable pavement. Beyond the financial support for the Work, the District shall have no involvement in ownership, construction, maintenance or operation of the Work. The Municipality shall identify the District as a funder in informational literature and signage.

3. Location of the Work

The Work shall be located at the parking lot of Alt Bauer Park, Tax Key GTNV273122 ("the Property").

4. Procedure for Payment

Upon completion of construction, Municipality shall submit an invoice to the District for the amount to be reimbursed. The invoice should include a documentation of all costs to be reimbursed. Invoices from consultants shall provide the hourly billing rates, if applicable, the hours worked by individuals, and a summary of the tasks accomplished.

Reports and invoices shall be submitted to:

Tom Chapman, P.E.
Section Manager - Watercourse
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

Final reimbursement will not be provided until the project is complete and the 10-year duration Conservation Easement has been executed.

5. Changes in Work and Modifications to the Agreement

Any changes to the Work must be approved by the District, in writing, in advance. The District may not reimburse for work that is not included in Attachment A unless prior written approval from the District is obtained.

This Agreement may be modified only by a writing signed by both parties.

6. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

7. Public Bidding

The selection of professional service providers must be performed in accordance with the Municipality's ordinances and policies. All non-professional service work (i.e. construction, sewer inspection, post-construction restoration) must be procured in accordance with State of Wisconsin statutes and regulations and in accordance with the Municipality's ordinances and policies. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

8. Responsibility for Work, Insurance and Indemnification

The Municipality is solely responsible for planning, design, construction and maintenance of the Work, including the selection and payment of consultants, contractors, and materials. The Municipality is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District shall not provide any insurance coverage of any kind for the Work or the Municipality.

The Municipality shall defend, indemnify and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability and expense whatsoever (including attorneys fees and related disbursements) arising from or connected with the planning, design, construction, operation or maintenance of the Work.

9. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time, but will not receive any payment from the District if the Work is not completed.

10. Conservation Easement

Municipality covenants to keep the Work intact and fully functioning for a period of 10 years from the date installation is completed. Municipality shall undertake any maintenance activities necessary to keep the Work functioning as intended. This obligation shall be ensured by execution of a 10-year duration Conservation Easement in favor of the District, to be executed upon completion of construction and in effect for a term of 10 years. Municipality must provide to the District:

- A Legal Description for the real property where the Work will be located.
- A Baseline Report as described in the GS for SISS Guidelines document located on the District website including the location and functionality of the Work.
- Authorized names and titles for the signature block of the 10-year duration Conservation Easement.

The District shall take responsibility for drafting and recording the 10-year duration Conservation Easement.

11. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

12. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

13. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

14. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

15. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

16. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have authority to enter into contracts on the District's behalf.

17. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

18. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

MILWAUKEE METROPOLITAN SEWERAGE MUNICIPALITY
DISTRICT

By:_____

Kevin L. Shafer, P.E.
Executive Director

By:_____

Dean M. Wolter
Village President

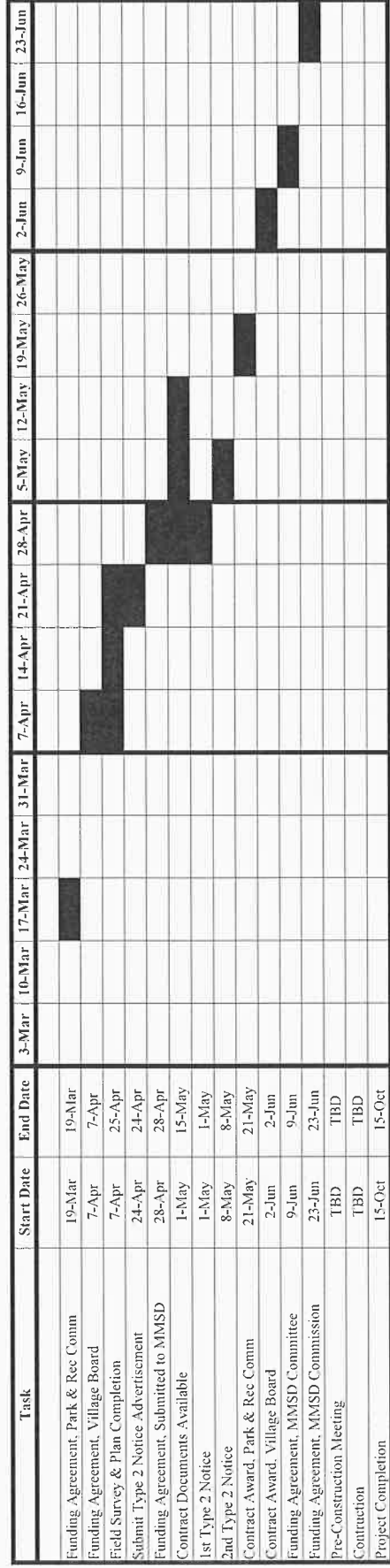
Date:_____

Date:_____

Approved as to form:

Attorney for the District

Alt Bauer Parking Lot Gantt Chart



CONSERVATION EASEMENT

This CONSERVATION EASEMENT is granted this _____ day of _____, 201__, by the Grantor, X Corporation (the Landowner) to the Grantee, Milwaukee Metropolitan Sewerage District, a special-purpose municipal corporation under Wis. Stat. §200.21 *et seq.* (the Easement Holder).

RECITALS

A. Property. The Landowner is the sole owner of a property located in Milwaukee County, Wisconsin, which is legally described in Exhibit A and depicted on a map shown in Exhibit B (the Property). The address of the Property is 1234 Main Street, Pleasantville, Wisconsin.

Portions of the Property are designated as Conservation Zones for installation of certain infrastructure designed to capture and hold stormwater in place to reduce the quantity and improve the quality of runoff (Green Infrastructure). The Zones are shown on the Zone Map (Exhibit C).

B. Conservation Values. In its present state, the Property has conservation value because it has the following Green Infrastructure: X square feet of porous pavement, X trees, X shrubs, X square feet of rain gardens, and X square feet of native landscaping. This Green Infrastructure will hold stormwater on the Property for infiltration to soil and groundwater, which will reduce the amount of stormwater that will flow into the Easement Holder's sewerage system and reduce contaminated stormwater runoff into surface waters. Reducing the volume of flow into the Easement Holder's sewerage system reduces the risk of sewer overflows to surface waters during wet weather.

C. Baseline Documentation. The condition of the Property, and specifically the Conservation Zones, is further documented in an inventory of relevant features, characteristics, and Conservation Values, which is on file at the office of the Easement Holder and incorporated into this Conservation Easement by reference. This Baseline Report consists of reports, maps, photographs and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of the conveyance of this Easement and which is intended to serve as an objective, but not exclusive, baseline for monitoring compliance with the terms of this Easement.

Recording Area

Name and Return Address:

Thomas Nowicki, Esq.
Milwaukee Metropolitan
Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204

Parcel Identification Number:

D. Public Policies. The Preservation of the Conservation Values of the Property will serve the public policy set forth in Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

E. Qualified Organization. The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) because it is a governmental body empowered to hold an interest in real property under the laws of the State of Wisconsin.

F. Conservation Intent. The Landowner and Easement Holder share the common purpose of preserving the Conservation Values for a period of ten years. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. In addition, the Landowner intends to convey to the Easement Holder and the Easement Holder agrees to accept the right to monitor and enforce these restrictions.

G. Funding Provided by Easement Holder. The Easement holder has provided funding to the Landowner for the installation of the Green Infrastructure. The Landowner acknowledges the receipt and sufficiency of this funding.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Easement, the funding provided by the Easement Holder, and the provisions of Section 700.40 of the Wisconsin Statutes, the Landowner voluntarily grants and conveys to the Easement Holder a Conservation Easement (the Easement) for a period of 10 years over, in, and to the Property. This Easement consists of the following terms, rights and restrictions:

- 1. Purpose.** The purpose of this Easement is to require the Landowner to keep, preserve, and maintain the Green Infrastructure installed on the Property including:
 - Zone 1: 9,636 square feet of porous pavement
 - Zone 2: 50 trees, 275 shrubs, 17,150 square feet of rain gardens, and 22,000 square feet of native landscaping.
- 2. Effective Dates.** This Easement becomes effective on the date of signature by the Landowner and remains valid for ten years from that effective date. The Easement terminates on the ten-year anniversary of the effective date.
- 3. Recording of Easement.** The Easement Holder will record this Easement at the Easement Holder's expense.
- 4. Operation and Maintenance.** The Landowner will operate and maintain the Green Infrastructure so that it remains functional for the entire term of this Easement. The Landowner is solely responsible for operation, maintenance, and evaluating performance.
- 5. Additional Reserved Rights of the Landowner.** The Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in any manner that is not expressly restricted or prohibited by the Easement or inconsistent with the Purpose of the Easement. However, the Landowner may not exercise these rights in a manner that would adversely impact the Conservation Values of the Property. The Landowner expressly reserves the right to sell, give, bequeath, mortgage, lease, or

otherwise encumber or convey the Property, provided that:

- a. The encumbrance or conveyance is subject to the terms of this Easement.
- b. The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.
- c. The Landowner notifies the Easement Holder of any conveyance in writing within fifteen days after the conveyance and provides the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.
- d. Failure of the Landowner to perform any act required in Subparagraphs 5.1b and 5.1c does not impair the validity of this Easement or limit its enforceability in any way.

6. Easement Holders Rights and Remedies. To accomplish the Purpose of this Easement, the Landowner expressly conveys to the Easement Holder the following rights and remedies:

- 6.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.
- 6.2 Prevent Inconsistent Uses. The Easement Holder has the right to prevent any activity or use of the Property that is inconsistent with the Purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.
- 6.3 Enter the Property. The Easement Holder has the right to enter the Property to: inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; and otherwise exercise its rights under the Easement. The Easement Holder will: provide prior notice to the Landowner before entering the Property, comply with all of the Landowner's safety rules, and avoid unreasonable disruption of the Landowner's business activities.

7. Remedies for Violations. The Easement Holder has the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

- 7.1 Notice of Violation and Corrective Action. If the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If the Landowner fails to respond, then the Easement Holder may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.
- 7.2 Remedies. When enforcing this Easement, the Remedies available to the Easement Holder include: temporary or permanent injunctive relief for any violation or

threatened violation of the Easement, the right to require restoration of the Green Infrastructure to its condition at the time of the conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property.

7.3 Non-Waiver. A delay or prior failure of the Easement Holder to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement.

7.4 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, such as failure by the Easement Holder to enforce any term of the Easement, or estoppel, such as a contradictory statement or action on the part of the Easement Holder.

7.5 Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any injury or change in the Property resulting from causes beyond Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from such causes, provided that the Landowner notifies the Easement Holder of any occurrence that has adversely impacted or interfered with the Purpose of the Easement.

8. General Provisions.

8.1 Amendment. The Landowner and Easement Holder may jointly amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder it:

- (a) diminishes the Conservation Values of the Property,
- (b) is inconsistent with the Purpose of the Easement,
- (c) affects the duration of the Easement, or
- (d) affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes.

8.2 Assignment. The Easement Holder may convey, assign or transfer its interests in this Easement to a unit of federal, state or local government or to an organization that is (a) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable, and (b) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement is required to carry out its Purpose for the remainder of its term. The Easement Holder will notify the Landowner of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

8.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and have no effect on construction or interpretation.

8.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Easement. Ambiguities in this Easement shall be construed in a manner that best effectuates the Purpose of the Easement and protection of the Conservation Values of the Property.

8.5 Counterparts. The Landowner and Easement Holder may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

8.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Easement Holder with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

8.7 Extinguishment. This Easement may be terminated or extinguished prior to the expiration of its term, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (a) all or part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, or (b) the Landowner and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes it impossible to accomplish the Purpose of the Easement.

8.8 Joint Obligation. The obligations imposed by this Easement upon the Landowner are joint and several.

8.9 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and will bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:

a. Operation, upkeep and maintenance. The Landowner is responsible for the operation, upkeep and maintenance of the Property.

b. Control. In the absence of a judicial decree, nothing in this Easement establishes any right or ability in the Easement Holder to:

(i) exercise physical or managerial control over the day-to-day operations of the Property;

(ii) become involved in the management decisions of the Landowner regarding the generation, handling or disposal of hazardous substances; or

(iii) otherwise become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

c. Permits. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations and requirements.

d. Hold Harmless. The Landowner releases and will hold harmless, indemnify, and defend the Easement Holder and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

- (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties;
- (ii) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the Property;
- (iii) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

e. Taxes. The Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon or incurred as a result of this Easement, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.

8.10 Recording. The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located, and may re-record it or any other document necessary to protect its rights under this Easement.

- 8.11 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Easement shall remain valid and binding.
- 8.12 Successors. This Easement is binding upon, and inures to the benefit of, the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running with the Property for the term of the Easement.
- 8.13 Terms. The terms "Landowner" and "Easement Holder," wherever used in this Easement, and any pronouns used in their place, mean either masculine or feminine, singular or plural, and include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.
- 8.15 Warranties and Representations. The Landowner warrants and represents that:
- a. The Landowner is the sole owner of the Property in fee simple and has the right and the ability to grant and convey this Easement to the Easement Holder;
 - b. As of the date of this Easement, there are no liens or mortgages outstanding against the Property, except any that are subordinated to the Easement Holder's rights under this Easement;
 - c. The Landowner and Property are in compliance with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;
 - d. No civil or criminal proceedings or investigations are pending or threatened that would in any way affect, involve, or relate to the Property. No facts or circumstances exist that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders.

As the Executive Director of the X Corporation, I

execute the foregoing Conservation Easement and acknowledge the same on behalf of the

Corporation on this _____ day of _____, 20_____.

By: _____

John Smith
Executive Director

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named
_____ to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Signature of Notary Public
Notary Public, State of _____

My Commission is permanent expires _____.

ACCEPTANCE OF EASEMENT HOLDER'S INTEREST

The foregoing Conservation Easement is accepted by the Milwaukee Metropolitan Sewage

District on this _____ day of _____, 20_____.

By: _____
Kevin L. Shafer, P.E.
Executive Director

Approved as to Form: _____

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20____, the above named
_____ to me known to be the person(s) who
executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Notary Public, State of _____

My Commission is permanent expires _____.

This document was drafted by Thomas A. Nowicki, Staff Attorney, Milwaukee Metropolitan
Sewerage District

ATTACHMENTS

EXHIBIT A Legal description of the Property

EXHIBIT B Property Map

EXHIBIT C Green Infrastructure Zone Map

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

DRAFT

EXHIBIT B
PROPERTY MAP

DRAFT

EXHIBIT C

GREEN INFRASTRUCTURE ZONE MAP

DRAFT

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

XI. I

MEETING DATE: April 7, 2014

AGENDA ITEM: New Business

ITEM TITLE: Claims Procedure

SUBMITTED BY: Dave Schornack, Village Administrator

SUMMARY EXPLANATION:

The Village's claim procedure was last updated in 2003. The procedure needs to be updated as the current dollar thresholds are so low that, as an example, Janice in the Public Works Department has to prepare over 500 purchase orders each year. This places an unnecessary burden on staff in having to go through the time to prepare purchase orders for small expenditures. The General Government and Finance Committee is proposing that the revisions shown below be made to the Municipal Code section 3.08 Claims Procedure.

Purchase Orders

Materials with a cost exceeding ~~\$500~~ \$1,000

Budgeted Items

- | | |
|---|---|
| 1. Less than \$500.00 <u>\$1,000.00</u> and under budget | Department head authorization |
| 2. Less than \$500.00 <u>\$1,000.00</u> and over budget or less than \$3,500.00 and under budget | Village President/Village Administrator authorization |

- | | |
|---|---|
| 3. Between \$500.00 <u>\$1,000.00</u> and \$3,500.00
and over budget or less than \$5,000 and
under budget | Village President/Village Administrator with
Committee of jurisdiction authorization |
| 4. \$3,500.00+ and over budget, or \$5,000+
and under budget | Village Board authorization |

Non-budgeted Items

- | | |
|-----------------------------------|---|
| 1. Less than \$250.00 | Village President/Village Administrator
authorization |
| 2. Less than \$1,000.00 | Village President/Village Administrator with
Committee of jurisdiction authorization |
| 3. All other, \$1,000.00 and over | Village Board authorization |

ATTACHMENT: ORDINANCE X RESOLUTION OTHER

Proposed revised Village Code Section 3.08 Claims Procedure

RECOMMENDATION:

Motion to make the proposed revisions to Municipal Code section 3.08

ORDINANCE NO. ____-14

AN ORDINANCE AMENDING SECTION 3.08 OF THE
MUNICIPAL CODE OF GERMANTOWN RELATING TO THE
VILLAGE'S PURCHASE AND CLAIMS PROCEDURES

WHEREAS, the Village Board having previously adopted Section 3.08 of the Municipal Code of Germantown which specifies certain procedures relating to purchases made by the Village; and

WHEREAS, the Village Administrator has identified the need for certain changes within those procedures to better reflect current best practices and increased costs since the last time the procedures were put in place; and

WHEREAS, the regulations relating to purchases made by the Village is a matter in the interest of the Village Board's financial powers;

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I:

Section 3.08(1)(a)1 of the Municipal Code of Germantown is hereby amended to read as follows (Note: additions are underlined; Deleted text is ~~struck through~~):

3.08(1)(a)1 Materials with a cost exceeding ~~\$500.00~~\$1,000.

SECTION II:

Section 3.08(4)(a) of the Municipal Code of Germantown is hereby amended to read as follows (Note: additions are underlined; Deleted text is ~~struck through~~):

(4)(a) **Budgeted Items.** Approved by the Village Board in the budget process:

- | | |
|---|--|
| 1. Less than \$500.00 <u>\$1,000.00</u> and under budget | Department head authorization |
| 2. Less than \$500.00 <u>\$1,000.00</u> and over budget or less than \$3,500.00 and under budget | Village President/Village Administrator authorization |
| 3. Between \$500.00 <u>\$1,000.00</u> and \$3,500.00 and over budget or less than \$5,000 and under budget | Village President/Village Administrator with Committee of jurisdiction authorization |

4. \$3,500.00+ and over budget, or \$5,000+ and under budget Village Board authorization

SECTION III:

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION IV:

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION V:

This ordinance shall take effect and be in full force upon its passage and the day after publication.

Introduced by Trustee:

Adopted: _____, 2014 Vote: Ayes: Nays: Absent:

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney

Published: _____

XI. J

The Business of the Germantown Village Board

Submitted by: Acting Chief Maury

Agenda Item: New Business

Meeting Date: 04/07/2014

Item Name: Burning Ordinance

Agenda item description:

The Public Safety Committee and the Fire Department have been revising the Village's burning ordinance to correct some redundancies and to more clearly define the burning requirements.

Back up included: ☒ yes ☐ No

ORDINANCE NO. _____-14

AN ORDINANCE AMENDING SECTION 5.11 OF THE
MUNICIPAL CODE OF GERMANTOWN RELATING TO
THE REGULATION OF BURNING WITHIN THE VILLAGE

WHEREAS, the Village Board having previously adopted Section 5.11 of the Municipal Code of Germantown which regulates burning within the Village; and

WHEREAS, the Fire Department has identified the need for certain changes within those regulations to better reflect current best practices; and

WHEREAS, the regulation of burning within the Village is a matter in the interest of the public's health, safety and welfare;

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I:

Section 5.11 of the Municipal Code of Germantown is hereby repealed and recreated to read as follows:

5.11 Burning Regulated

(1) **Permit Required.**

- (A) Except as provided for in sub. (B), no person shall kindle or allowed to be kindled any open fire in the Village without first obtaining a burning permit from the Village Fire Department. Permits can be obtained from the Fire Department in any manner established by Department Policy. The Fire Chief or its designee reserves the right, after inspection, to deny any requested permit if in the judgment of the Chief or designee, hazardous conditions exist. Such permits shall be posted on the premises of the burning site at all times when such burning is taking place. Any permit issued hereunder shall be for a period not to exceed one-month in duration.
- (B) No burning permit shall be required for the following:
 - (i) Cooking and recreational fires in barbecue pits, grills and outdoor fireplaces, except that such

- fires must otherwise with the locational and safety requirements of the NFPA 1.
- (ii) Indoor domestic and commercial incinerators.
 - (iii) Fires authorized by the Fire Chief which are set for the practice and instruction of firefighters.
- (C) **Recreational Fire Defined.** When used in this section, "recreational fire" shall mean an outdoor fire used for pleasure, religious, ceremonial, cooking, warmth or similar purposes that is contained in an outdoor fireplace or pit which has a maximum width of 3 feet in diameter and a maximum height of 2 feet and which burns materials other than yard waste, rubbish or debris.
- (2) All outdoor burning shall comply with NFPA 1 section 10.11.3.
- (3) **Restrictions and Limitations.** Notwithstanding anything herein to the contrary, no burning shall be allowed:
- (A) When the wind velocity exceeds 12 miles per hour as indicated by the National Weather Service.
 - (B) During periods when the Village President, Village Fire Chief or their Designee, or the Department of Natural Resources has issued a burning ban.
 - (C) Before 8:00am and after 8:00 pm, except for cooking and recreational fires.
- (4) **Prohibited Burning.** No person should burn, or attempt to burn, the following:
- (A) Garbage
 - (B) Materials emitting toxic fumes or substances, noxious odors or creating health hazards.
 - (C) Flammable liquids or other materials which may create a fire hazard.
 - (D) Building Materials, waste materials and rubbish resulting from building construction, demolition, or site clearings.
- (5) **Size Limitations.** Any burning permitted herein shall be limited to a burn pile of not greater than a 5 foot square area.

SECTION II:

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III:

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION IV:

This ordinance shall take effect and be in full force upon its passage and the day after publication.

Introduced by Trustee:

Adopted: _____, 2014 Vote: Ayes: Nays: Absent:

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney

Published: _____

the use of any form of fire or smoking material where circumstances make such conditions hazardous.

10.11.3 Outdoor Fires.

10.11.3.1* Outdoor fires shall not be built, ignited, or maintained in or upon hazardous fire areas, except by permit from the AHJ.

10.11.3.2 Permanent barbecues, portable barbecues, outdoor fireplaces, or grills shall not be used for the disposal of rubbish, trash, or combustible waste material.

10.11.4 Open Fires.

10.11.4.1 Permitted open fires shall be located not less than 50 ft (15 m) from any structure.

* 10.11.4.2 Burning hours shall be prescribed by the AHJ.

10.11.4.3 Recreational fires shall not be located within 25 ft (7.6 m) of a structure or combustible material unless contained in an approved manner.

10.11.4.4 Conditions that could cause a fire to spread to within 25 ft (7.6 m) of a structure shall be eliminated prior to ignition.

10.11.5 Fire Attendant.

10.11.5.1 Open, recreational, and cooking fires shall be constantly attended by a competent person until such fire is extinguished.

10.11.5.2 This person shall have a garden hose connected to the water supply or other fire-extinguishing equipment readily available for use.

10.11.6 For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3 m) of any structure.

10.11.6.1* Listed equipment permanently installed in accordance with its listing, applicable codes, and manufacturer's instructions shall be permitted.

10.11.6.2 Installation of Patio Heaters.

10.11.6.2.1 Patio heaters utilizing an integral LP-Gas container greater than 1.08 lb (0.49 kg) propane capacity shall comply with 10.11.6.2.2 and 10.11.6.2.3. [58:6.20.2.1]

10.11.6.2.2 Patio heaters shall be listed and used in accordance with their listing and the manufacturer's instructions. [58:6.20.2.2]

10.11.6.2.3 Patio heaters shall not be located within 5 ft (1.5 m) of exits from an assembly occupancy. [58:6.20.2.3]

10.11.7 Incinerators and Fireplaces.

10.11.7.1 Incinerators, outdoor fireplaces, permanent barbecues, and grills shall not be built, installed, or maintained without prior approval of the AHJ.

10.11.7.2 Incinerators, outdoor fireplaces, permanent barbecues, and grills shall be maintained in good repair and in a safe condition at all times.

10.11.7.3 Openings in incinerators, outdoor fireplaces, permanent barbecues, and grills shall be provided with an approved spark arrester, screen, or door.

10.11.8 Open-Flame Devices.

* 10.11.8.1* Welding torches, tar pots, decorative torches, and other devices, machines, or processes liable to start or cause fire shall not be operated or used in or upon any areas, except by permit from the AHJ.

10.11.8.2 Flame-employing devices, such as lanterns or kerosene road flares, and fuses shall not be operated or used as a signal or marker in or upon any areas unless at the scene of emergencies or railroad operations. (See Chapter 16 and Chapter 65 for additional guidance.)

10.11.9 Discontinuance. The AHJ shall be authorized to require any fire to be immediately discontinued if the fire is determined to constitute a hazardous condition.

10.12 Fire Protection Markings.

10.12.1 Premises Identification.

10.12.1.1* New and existing buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property.

10.12.1.2 Address numbers shall contrast with their background.

10.12.1.3 Address numbers shall be arabic numerals or alphabet letters.

10.12.2 Shaftways to Be Marked for Fire Fighter Safety.

10.12.2.1 Every outside opening accessible to the fire department that opens directly on any hoistway or shaftway communicating between two or more floors in a building shall be plainly marked with a sign in accordance with 10.12.2.2.

10.12.2.2 Shaftway signs shall be in red letters at least 6 in. (152 mm) high on a white background stating "SHAFTWAY"

10.12.2.3 Such warning signs shall be placed so as to be readily discernible from the outside of the building.

10.12.3* Stairway Identification.

10.12.3.1 New enclosed stairs serving three or more stories and existing enclosed stairs serving five or more stories shall comply with 10.12.3.1.1 through 10.12.3.1.13:

10.12.3.1.1 The stairs shall be provided with special signage within the enclosure at each floor landing. [101:7.2.2.5.4.1(A)]

10.12.3.1.2 The signage shall indicate the floor level. [101:7.2.2.5.4.1(B)]

10.12.3.1.3 The signage shall indicate the terminus of the top and bottom of the stair enclosure. [101:7.2.2.5.4.1(C)]

10.12.3.1.4 The signage shall indicate the identification of the stair enclosure. [101:7.2.2.5.4.1(D)]

10.12.3.1.5 The signage shall indicate the floor level of, and the direction to, exit discharge. [101:7.2.2.5.4.1(E)]

10.12.3.1.6 The signage shall be located inside the enclosure approximately 60 in. (1525 mm) above the floor landing in a position that is visible when the door is in the open or closed position. [101:7.2.2.5.4.1(F)]

10.12.3.1.7 The signage shall comply with 14.14.8.1 and 14.14.8.2. [101:7.2.2.5.4.1(G)]

10.12.3.1.8 The floor level designation shall also be tactile in accordance with ICC/ANSI A117.1, *American National Standard for Accessible and Usable Buildings and Facilities*. [101:7.2.2.5.4.1(H)]