

ORDINANCE # 3-2007
TOWN OF HOLLAND
COMMERCIAL SITE PLAN ORDINANCE

AN ORDINANCE TO PROMOTE, REGULATE AND CONTROL THE COMMERCIAL AND INDUSTRIAL DEVELOPMENT OF LAND WITHIN THE TOWN OF HOLLAND, LA CROSSE COUNTY, WISCONSIN.

SECTION 1.0 INTRODUCTION

1.01 Authority

These regulations are adopted under the authority granted by Chapters 59, 61 and 236 of the Wisconsin Statutes. Therefore, the Town Board of the Town of Holland does ordain as follows:

1.02 Purpose

The purpose of this Ordinance is to promote, regulate and control the commercial development and industrial use of land within the Town of Holland in order to promote the public health, safety, prosperity, aesthetics and general welfare of the community. The regulations are made with reasonable consideration of, but not limited to, the present character of the Town and its environs, with the objectives of conserving the value of the land and improvements placed thereon, while encouraging commerce and industry within the Town.

1.03 Applicability

No new structure, new use of land, water or air, nor change in the use of land, water or air shall hereafter be permitted and no structure or part thereof shall hereafter be located, erected, moved, reconstructed, extended, enlarged, converted or structurally altered on any non-residential or non-agricultural parcel or property without a Site Plan approved by the Town. A non-residential subdivision as defined in the Town of Holland's Land Division and Subdivision Ordinance shall be subject to all the requirements of this Ordinance, as well as to the proposed land use standards established by any Town Comprehensive Plan or Official Map and the County Zoning Code. New buildings hereafter erected in, or any building hereafter moved within or into the Town, shall conform to all the requirements of this Ordinance except as they are herein specifically exempted from part or all of its provisions. Any alteration, enlargement or demolition of an existing building is a "new building" to the extent of such change. Any existing building shall be considered a "new building" for the purposes of this Ordinance whenever it is used for dwelling, commercial or industrial purposes, unless it was being used for such purpose at the time this Ordinance was enacted. The provisions of this Ordinance supplement the laws of the State of Wisconsin pertaining to construction and use and the Zoning Codes of the County and amendments thereto to the date this Ordinance was adopted and in no way supersede or nullify such laws and the said Zoning Codes. All applications for building permits for any construction, reconstruction, expansion or conversion, except for one (1) and two (2) family residences in residentially zoned districts shall be in accordance with the requirements of this Ordinance. To the

extent applicable, developments must also comply with the Subdivision Ordinance and the Noise Ordinance of the Town of Holland.

1.04 Abrogation and Greater Restrictions

It is not intended by this Ordinance to repeal, abrogate, annul, impair or interfere with any existing easements, covenants, deed restrictions, agreements, ordinances, rules, regulations, or permits previously adopted or issued pursuant to law, except as provided in Sec. 1.06, below. Where this Ordinance imposes greater restrictions, the provisions of this Ordinance shall prevail.

1.05 Interpretation

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

1.06 Repeal

All other ordinances or parts of ordinances of the Town of Holland inconsistent or conflicting with this Ordinance, to the extent of inconsistency only, are hereby nullified and superseded by this ordinance.

1.07 Title

This Ordinance shall be referred to or cited as the Town of Holland Commercial Site Plan Ordinance.

1.08 Definitions

- (a) **APPLICANT:** The owner of a site or an authorized agent of the owner who submits a proposed Site Plan for approval for development.
- (b) **BOARD:** The Town Board of the Town of Holland.
- (c) **CLERK:** The Town of Holland Clerk.
- (d) **COMMERCIAL:** Land uses which include all retail, personal business, professional office and medical related uses (not hospitals) except those relating to industrial, agricultural or residential uses.
- (e) **DEVELOPER'S AGREEMENT:** A Contract, entered into between the Town of Holland and the Applicant which specifically defines the responsibilities of the Town in approving the applicant's development proposal, and the responsibilities of the applicant in carrying out the development in accordance with the standards as laid out in the Developer's Agreement, ordinances and comprehensive planning documents of the Town of Holland.

- (f) **DEVELOPMENT:** Any man-made change to improved or unimproved real estate, including but not limited to construction of or additions or substantial improvements to buildings, other structures, or accessory uses, mining, dredging, filling, grading, paving, excavation or drilling operations or disposition of materials.
- (g) **EXCEPTION:** A deviation from the specifications of this ordinance granted by the Town Board upon due consideration of the health, safety and welfare of the residents of the Town. The Town Board may establish procedures for hearings and/or recommendations from the committee or other entity; however, the final determination of whether or not to grant an exception shall lie with the Town Board.
- (h) **FULLY-SHIELDED LIGHTS:** Outdoor light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane as certified by a photometric test report.
- (i) **INDUSTRIAL:** Land uses which include all manufacturing, construction, contracting, transportation, utilities, wholesaling, warehousing and mineral extraction uses, except those relating to residential, commercial or agricultural uses.
- (j) **LAND(S):** Any real estate or interest in real estate.
- (k) **LANDSCAPE:** To improve the appearance of a site by planting trees, shrubs, or grass; planned placement of natural or man-made features; or altering the contours of the ground.
- (l) **LOADING AREA or LOADING DOCK:** A completely off-street space or berth for the loading or unloading of freight carriers.
- (m) **LOT LINE:** A property boundary line of any lot held in single or separate ownership.
- (n) **PARCEL:** Contiguous lands under the control of a subdivider or subdividers not separated by streets, highway or railroad rights-of-way.
- (o) **PARKING LOT:** A structure or premises containing five (5) or more parking spaces open to the public.
- (p) **PLAN COMMISSION:** The Town of Holland Plan Commission.
- (q) **PLAN REVIEW COMMITTEE:** A committee, body or person designated by the Town Board to review and approve Site Plans.
- (r) **RESIDENTIAL PROPERTY:** Land containing one or more structures intended primarily for use as a human dwelling, including land formally designated as such for future use.

- (s) **RESIDENTIAL STREET:** A public street or a section of a public street containing two or more residential properties extending 500 linear feet from any such property in either direction along said street.
- (t) **SIGN:** Any medium, including its structure, words, letters, figures, numerals, phrases, sentences, emblems, devices, designs, trade names or trademarks by which anything is made known and which are used to advertise or promote an individual, firm, association, corporation, profession, business, commodity or product and which is visible from any public street or highway.
- (u) **SITE PLAN:** A document showing the size and location of new construction, planned development and existing structures on the site using spatial reference tools for accurate locational analysis.
- (v) **STREET, ROAD or HIGHWAY:** A public way for pedestrian and vehicular traffic whether designed as a street, highway, road, lane, way, avenue or however otherwise designated.
- (w) **STRUCTURE:** Anything which has the capacity to contain, including fences, be used for the occupation or shelter of man or animal, or for the storage, receiving, retaining or confining of personal property, the use of which requires permanent location on the ground or attachment to something having permanent location on the ground. The term does not include the facilities and appurtenances of public utilities other than buildings.
- (x) **TOWN:** Town of Holland, La Crosse County, Wisconsin.
- (y) **UTILITIES:** Public and private facilities, such as water wells, electrical power substations, static transformer stations, telephone and telegraph exchanges, microwave radio relays and gas regulation stations, inclusive of associated transmission facilities, but not including warehouses, shops, storage yards and power plants.

SECTION 2.0 PROCEDURE

2.01 Developer's Agreement

The developer of any Proposed Development within the Town of Holland subject to this ordinance must submit a proposed Developer's Agreement included with the plat and reviewed and approved by the Plan Commission and Town Board. Said Developer's Agreement must comply with all sections of this ordinance unless approved by the Plan Review Committee (see sections 2.03 & 2.04). The Developer's Agreement shall include sufficient detail within the development plans to ensure that the committee can make sufficient review of said development.

A draft developer's agreement is attached to this ordinance as Appendix A.

2.02 Permit Application

Applications for a Site Plan Permit shall be made to the Town Clerk and shall include the following where pertinent and necessary for proper review:

- (a) Names and addresses of the applicant, owner of the site, architect, professional engineer and/or contractor.
- (b) Description of the subject site by lot, block and recorded subdivision; address of the subject site; type of structure; existing and proposed operation or use of the structure or site; estimated number of employees; estimated construction dates, and the zoning district within which the subject site lies.
- (c) Plat of survey prepared by a land surveyor registered in the State of Wisconsin or other map drawn to scale and showing all items listed in Section 3.0.
- (d) Additional information as may be required by the Town.
- (e) The application fee for Site Plan permits shall be as set by the Town Board.

2.03 Approval and Enforcement

The Town Board shall designate a Plan Review Committee for plan review and approval. The Town Board shall further designate one or more persons to serve as the enforcement official for this ordinance.

2.04 Administration for Exception Request(s)

If an exception is required, the Plan Commission shall review the application, plans and proposed Site Plan and refer them to the Town staff for review. Upon completion of its review, or such earlier time as deemed appropriate by the Plan Commission, the Plan Commission shall submit its recommendations in writing to the Town Board. Final approval shall be made by the Town Board.

2.05 Action for an Exception

- (a) A Site Plan permit exception shall be recommended in writing for approval, conditional approval, modification or denial by the Plan Commission within forty (40) days of application. The Town Board shall approve, conditionally approve, modify or deny the proposed Site Plan permit exception within forty (40) days of receipt of the recommendation from the Plan Commission, unless that date is extended for good cause as stated in writing by the Town Board. The applicant shall post such permit in a conspicuous place at the site.
- (b) Property owners within three hundred (300) feet shall be notified 10 days prior to Board action to allow public input and/or comment.

2.06 Permit Expiration

The permit shall expire within twelve (12) months unless substantial work has commenced or within eighteen (18) months after the issuance of the permit if the structure for which a permit is issued is not substantially completed, in which case of expiration, the applicant shall reapply for a Site Plan permit before commencing or

continuing work on the structure. These deadlines may be extended for good cause as determined by the Town Board.

Any permit issued in conflict with the provisions of this Ordinance shall be null and void.

SECTION 3.0 GENERAL PROVISIONS

3.01 Site lay-out & restrictions

The engineering and lay-out of the site shall include:

(a) **NO REDIVISION OF LOTS**

There shall be no redivision of any lots within the original plat without prior approval as provided in the Town of Holland Subdivision Ordinance.

(b) **LAND/BUILDING RATIO**

No more than 80% of any site shall be covered with buildings, surface pavement or other covering materials that are impervious to surface water absorption. The initial construction proposed on each site shall be a minimum of 20% of the land area purchased unless otherwise approved in the Developer's Agreement.

(c) **BUILDING & PARKING SETBACKS**

(1) **Front Yard (Street Yard Setbacks)**

No part or portion of any structure shall be erected, constructed or extended nearer than ten feet (10') to the front lot line of any parcel. No part or portion of any parking lot shall be constructed or extended nearer than forty feet (40') to the front lot line of any parcel. The front lot line is the entire length of the boundary of any parcel where it fronts that public street which constitutes the address of the parcel. Parking of vehicles in the front building setback shall be appropriately landscaped according to an approved landscaping plan as included in the Developer's Agreement.

(2) **Side Yard Setbacks**

No part of any structure shall be erected, constructed, or extended nearer than twelve feet (12') to any interior (side) lot line of any parcel. No part or portion of any parking area shall be constructed or extended nearer than five feet (5') of any side lot line of any parcel.

(3) **Rear Yard Setbacks**

No part or portion of any structure shall be erected, constructed, or extended closer than twenty five feet (25') to any rear lot line of any parcel. No part or portion of any parking area shall be constructed or extended closer than ten feet (10') to any rear yard lot line of any parcel.

(4) **Additional Setbacks**

The minimum setback for parcels adjacent to residential property and residential streets shall be two hundred (200) feet, unless special consideration is given for lot improvements (such as Smart Growth

options, landscaping, parking in rear with landscaping, residential friendly business, pedestrian-friendly oriented) in the Developer's Agreement, in which case the setback can be reduced to a minimum of ten feet (10').

(d) DRAINAGE & EROSION CONTROL

The drainage pattern on any site shall not be changed significantly and no change in the drainage pattern from or onto lands adjacent to the site shall be allowed. Specific site drainage, erosion control and grading plans shall be submitted as part of the proposed Site Plan. Each Applicant shall be responsible for:

- (1) Prevention of erosion on its site.
- (2) Control of runoff of silt debris or sedimentation from its site onto adjacent drain systems or properties.
- (3) Removal of any such runoff, erosion or sedimentation.
- (4) Repair of any damage to such site or adjacent site by such runoff, erosion or sedimentation.

Storm drainage from the completely developed site shall be in compliance with all Wisconsin Department of Natural Resources and La Crosse County rules and regulations.

(e) STORAGE

- (1) All trash containers or dumpsters shall be enclosed by a wall of solid materials that match the building facade and provide a visual screen, and shall be of sufficient height to screen from view the trash containers or dumpsters. All such areas shall be maintained clean and orderly at all times and all trash and other debris shall be enclosed in containers. As an alternative to a wall of solid materials, a combination of berms and other landscaping may be used to screen trash containers and/or dumpsters if approved as part of the Developer's Agreement.
- (2) No outdoor storage of products, materials or equipment shall be allowed between any residential street and the face of the principal building on the site extended to side property lines.
- (3) All outdoor storage of products shall be screened from view from any residential street or residential property in accordance with section 3.07

(f) ANCILLARY STRUCTURES

No water tower, exterior non-fuel storage tanks larger than 500 gallons (unless an exception is received), exterior processing equipment, exterior telecommunications equipment, cooling tower or other ancillary structure or outside equipment shall be constructed, erected or placed on lands subject to this ordinance unless agreed to within the Developer's Agreement. One satellite dish per building or ancillary structure and occupying a diameter of less than three feet shall be exempt from this section. All exterior fuel storage tanks must be installed in accordance with the Department of Commerce regulations.

(g) FREIGHT HANDLING

All freight shall be handled on those sides of a building that do not face a residential street or residential property unless approved within the Developer's Agreement.

(h) CANOPIES

No truck canopies with visible wall hangers will be permitted unless approved in the Developer's Agreement.

(i) LIGHTING

The Site Plan shall include a plan for lighting in compliance with Town requirements for fully-shielded lighting and/or motion lighting as appropriate. (See APPENDIX B for examples.) Lighting of a site shall be of a design and height not to exceed 30 feet and shall be located so as to illuminate only the site. An exterior lighting plan must be approved as part of the Developer's Agreement. No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any building, regardless of whether such lighting is of temporary or long-term duration. In addition, no lighting shall be permitted on any site which could serve as a nuisance or hazard to other sites or the general public.

(j) MISCELLANEOUS

The engineering and lay-out of the site shall, where practicable, minimize disturbance of the site and be consistent with drainage requirements as prescribed in Section 3.01(d) and in the Drainage and Erosion Control plans applicable to the Site.

3.02 Building design & materials

(a) BUILDING MATERIALS ALLOWED

All buildings and structures shall be designed and constructed using not more than three (3) exterior wall facing materials (not including glass, trim and architectural accents) for all elevations. No wood shall be allowed as a footing or foundation of any building.

All exterior walls facing residential streets and residential properties, and adjacent to residential properties shall have a minimum of fifty percent (50%) of their face area consisting of a combination of brick, architectural concrete block, stone, windows, or architectural metal wall systems that are a minimum of sixteen inches (16") between corrugations. Roof systems and exterior walls utilizing exposed fasteners that are visible from residential properties shall be prohibited except as allowed in the Developer's Agreement.

(b) BUILDING HEIGHT

The height of all structures shall be subject to La Crosse County Zoning regulations and any applicable Town code or ordinance.

3.03 Parking

(a) GENERALLY

Each site shall be provided with adequate paved off-street vehicle parking. No parking will be permitted on any street, driveway or any place other than in approved parking spaces. Overnight parking of campers, mobile homes, boats, trailers and similar vehicles is prohibited adjacent to residential streets or residential properties, unless that parking is necessary for normal business operations. Overnight parking of trucks and service vehicles shall be screened from residential streets and properties. Noise and emissions from idling vehicles shall be addressed in the Developer's Agreement and the Town's Noise Ordinance so as to minimize any impact upon nearby residential areas.

(b) RATIO

Areas for current and future parking needs shall be allocated as follows:

- (1) A minimum ratio of one (1) off-street vehicle parking space for each 1,100 square feet of gross warehouse distribution building area, for each 575 square feet of gross manufacturing, production or service building area and for each 250 square feet of gross office building area.
- (2) Notwithstanding the foregoing, each site shall have parking capacity adequate to serve the reasonably expected parking needs for that site.
- (3) No continuing, repeated or extended use shall be made of a site or any building constructed thereon which requires, or is reasonably expected to require, parking in excess of the capacity of the parking facilities available on said site.

(c) PARKING AREAS

In the event parking is proposed within the setback required from a dedicated or reserved public street or offset required from a side or rear lot line, such parking shall be screened as described in Section 3.07. Paved parking areas larger than 20,000 square feet shall have landscaped areas equaling not less than ten percent (10%) of the parking area intermittently placed throughout the parking area.

3.04 Requirement to pave surfaces

All parking surfaces, roadways, driveways and loading areas shall be paved with a bituminous or concrete surface within twelve (12) months after occupancy of the site. Areas designated for future expansion and storage may be used for parking as an interim use on a surface of recycled asphalt; however, that area shall not exceed the size of the proposed building. These areas shall be landscaped in accordance with Section 3.06

hereof and the Town's Subdivision Ordinance. Cross section drawings are required for all ingress/egress points.

3.05 Driveways

Driveways and/or parking areas shall be large enough to accommodate all vehicle maneuvering on the site. Driveway points of access to public streets must be approved through the Town Driveway Permit process (see Ordinance #3-2003). Driveways shall be located so as to minimize non-residential vehicle access to residential streets.

3.06 Landscaping

(a) OPEN SPACES

All open spaces shall be planted, seeded, paved or mulched with allowances for designated prairie patches as provided by the Developer's Agreement and in accordance with the Town's Subdivision Ordinance. The required setback area from any dedicated or reserved public street or residential property shall be devoted solely to lawns, prairie patches, trees, shrubs and walkways.

Landscaping shall be installed within six (6) months of occupancy or substantial completion of the building, whichever occurs first, weather and appropriate planting seasons permitting. No landscaping shall be permitted to obstruct intersection sight lines for vehicular traffic. All unused land that is planned for future expansion shall be maintained and kept free of weeds, stored material, rubbish and debris. All areas not devoted to building or parking must be planted. Areas designated for expansion space on the Site Plan must maintain a professional appearance.

(b) WOODLAND/TREES

Where trees or woodland areas currently exist, it is the intent of the Town to create a quality business environment by preserving these areas to the greatest extent practicable. Therefore, no live tree over six (6) inches in diameter measured one foot above the ground may be removed from any property unless provided for within the Developer's Agreement.

3.07 Screening

(a) GENERAL

(1) Any activity where screening is required (including, but not limited to, parking in a setback and permitted storage) shall be removed from public view by utilizing a suitable combination of landscaping, fencing, berming, or other approved permanent structures which will constitute a visual barrier which is a minimum fifty percent (50%) opaque, and as provided for in the Developer's Agreement.

- (2) The use of chain link fencing with privacy slats is prohibited adjacent to any residential street or residential property.
- (3) When practicable, buildings shall be so located so as to serve as screening.

(b) TEMPORARY STRUCTURES/SIGNS

No temporary structures, signs or trailers are permitted without prior approval of the Town Board, except those belonging to construction companies during periods of construction or as necessary for normal business operations.

(c) ROOF MOUNTED EQUIPMENT

Visibility of roof mounted equipment from streets and adjacent sites shall be minimized through location, screening or painting.

(d) FENCING

Fences are allowed subject to the following restrictions:

- (1) No fence shall project beyond the building line (extended) facing a street adjacent to residential streets or residential properties.
- (2) Fences shall not be constructed with the use of barbed or razor wire except as permitted in the Developer's Agreement.
- (3) All fences shall be maintained in good condition, including their painted or stained condition. Provisions must be made for access by fire department apparatus to all sides of any building and any structure or flammable materials.

3.08 Signage

- (a) Except as provided in this section, no signs shall be permitted on parcels or buildings. Wall-mounted billboards, roof-mounted billboards or signs are prohibited. Building-mounted signs may be attached only to the ground floor of a building, unless approved by the Town Board. No signs advertising a product, company, person, entity, concept or opinion are permitted except as directly related to the business located on that specific parcel or as otherwise permitted by the Developer's Agreement or the Town Board. Leasing (including at no charge) of advertising or promotional space is prohibited.
- (b) One corporate identity sign may be placed on a building facade facing a street or highway. Such sign shall not be larger than ten percent (10%) of the building façade area. The combined graphics and lettering may not exceed twenty-five percent (25%) of the wall length.
- (c) Ground-mounted, corporate identity monument signs, if utilized, shall be placed on wall panels with a solid base constructed of materials used on the visible elevations of the building. The size of the wall panel and base shall not exceed

fifty (50) square feet. Ground-mounted, corporate signs shall include a landscaped setting of ornamental shrubs, flowers, ground cover or a combination of the three, in an area a minimum of two times the area of the overall sign structure. Corporate signs shall either be described with specificity in the Developer's Agreement or later approved by the Town Board so as to promote a harmonious appearance with other signs, buildings and structures in the vicinity.

- (d) All lettering and logos on buildings or sign wall panels shall be individually cut letters, fabricated letters or lit cabinet signs. Panel, painted panel or wood signs are prohibited.
- (e) If lighting is desired, signs must be illuminated from above with the lighting source hidden from view from the street. Individual letters may be illuminated through back lighting.
- (f) Directional signs on privately owned parcels shall consist of a post and panel system limited in size to twelve (12) square feet per sign, and a maximum height of six feet (6') above site grade. Not more than one directional sign may be provided at each access drive.

3.09 Noise

All noise which is unnecessary, excessive, unnaturally annoying, prolonged or unusually loud in relationship to their time and place are prohibited (see Town Noise Ordinance).

3.10 Utility connections

All utility connections shall be made underground from the nearest available source. No transformer, electric, gas or other meter of any type, or other apparatus shall be located on any power pole, nor hung on the outside of any building unless required by the utility. All new utility installations shall be underground.

3.11 Maintenance

(a) GENERAL SITE MAINTENANCE

The owner of any site shall have the duty of, and responsibility for, keeping the premises, building(s), improvements, appurtenances, fences and landscaping of the site in a well-maintained, safe, clean and attractive condition at all times. This obligation shall be more specifically described in the Developer's Agreement. This requirement shall be an ongoing obligation of the owner and any lessee of the site.

(b) SITE MAINTENANCE DURING CONSTRUCTION

During construction it shall be the responsibility of each owner and developer to ensure that the construction site is kept free of accumulations of rubbish and scrap

materials. Construction materials and equipment shall be stored in an orderly fashion and only for so long as is reasonably necessary.

3.12 Air Quality

Odors, pollution and discharges into the air shall be strictly controlled. Businesses must comply with all Federal, state and local laws and ordinances.

SECTION 4.0 SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5.0 PENALTIES

Any person who violates, disobeys or refuses to comply with or who resists the enforcement of any provisions of this Ordinance, including any Developer's Agreement entered into pursuant to this Ordinance, shall upon conviction be required to forfeit not less than five dollars (\$5.00) nor more than one thousand dollars (\$1,000.00) per offense, together with costs of prosecution. Each day of violation shall constitute a separate offense. In addition, the Town may seek injunctive relief from a court of competent jurisdiction, along with any other civil or criminal remedies available at law. Failure to prosecute any violation or seek a particular relief shall not act as a bar to subsequent actions by the Town.

SECTION 6.0 APPEALS

Appeals to the Town Board may be taken by an aggrieved person, or by any officer, department, board or bureau affected by a decision of the Plan Commission or the Town Board. Such appeal shall be taken within a reasonable time, as provided by the rules of the Board, by filing with the Clerk and with the Board a notice of appeal in writing, specifying the grounds thereof. The Clerk shall forthwith transmit to the Board all the papers constituting the records upon which the action appealed from was taken. The Chairman shall fix a date for hearing the appeal and cause notice thereof to be given to all parties in interest as provided by the rules of the Board.

SECTION 7.0 EFFECTIVE DATE

Following passage by the Town Board, this ordinance shall take effect the day after the date of publication or posting as provided by sec. 60.80, Wis. Stats.

Adopted by the Holland Town Board of the Township of Holland, La Crosse County, Wisconsin, this 9th day of May, 2007.

George Hammes, Town Chairman

Attest:

Marilyn J. Pedretti
Town Clerk

Date Published: 5/18/07

APPENDIX A**Town of Holland, Wisconsin**

Agreement for**By**

THIS AGREEMENT, made this ____ day of _____, _____, between the Town of Holland, Wisconsin (TOWN), through the Town Chairman and Clerk, as authorized by the TOWN and (DEVELOPER) _____

IN CONSIDERATION of the following mutual agreements and covenants, the parties hereby agree as follows:

1. In consideration of the TOWN accepting the plat or development described as _____, the DEVELOPER shall provide storm drainage facilities and street improvements including street lighting, paving, landscaping, and other improvements as specified herein, all in conformance with current TOWN standards, and more specifically outlined in the Special Conditions, Plans and Specifications attached to this Agreement [Exhibit(s) ____].

2. IT IS AGREED that the DEVELOPER will furnish the TOWN with an escrow consisting of a certified check or irrevocable letter of credit in a form approved by the TOWN Attorney in the amount of the estimated cost of the improvements, as a guarantee of performance. It is understood that the funds so deposited or so committed shall guarantee all costs of the improvements specified herein including engineering and inspection expenses.

Reduction in the cash escrow guarantee may be granted upon written request by the DEVELOPER based upon the value of the completed and paid for improvements at the time of the requested reduction. The TOWN Clerk with input from the Engineer will determine the amount of the reduction.

3. The DEVELOPER shall provide the TOWN with plans and specifications for the required improvements prepared by a Registered Professional Engineer licensed in

the State of Wisconsin. The plans and specifications to be prepared in accordance with this agreement are subject to review and written approval by the TOWN Engineer. Upon written approval, said plans and specifications are hereby incorporated and made a part of this Development Agreement. No deviation from the approved plan and specifications will be permitted unless approved in writing by the TOWN Engineer.

4. No work shall commence on the project until written approval of the plans and specifications is obtained and the Development Agreement has been executed including the required insurance and financial guarantees. The DEVELOPER further agrees that written approval and authorization to proceed shall be secured from the TOWN Chair prior to each of the following construction operations:
 - (a) Rough grading.
 - (b) Construction of storm drainage facilities and appurtenances.
 - (c) Construction of aggregate base for streets.
 - (d) Street pavement.
 - (e) Turf and landscaping establishment.

5. The DEVELOPER shall submit, for TOWN approval, a written progress schedule indicating the proposed order of completion of the work covered by this Agreement [Exhibit ____]. Upon approval, said schedule and completion dates are hereby made a part of this agreement. No deviation from this schedule will be permitted unless approved in writing by the TOWN. Upon receipt of written notice from the DEVELOPER of the existence of causes over which the DEVELOPER has no control, the TOWN, at its discretion, may extend the completion date and any financial sureties required shall be continued to cover the work during the extension of time. No construction (including grading) shall start until the schedule is received.

6. The DEVELOPER shall furnish all engineering services for the project, including but not limited to:
 - (a) Preparation of complete plans and specifications for the required improvements by a registered Professional Engineer licensed to practice in the State of Wisconsin.

- (b) Construction administration and supervision to assure compliance with the approved plans and specifications.
- (c) Full-time resident inspection (inspector to be approved by the TOWN) during all construction operations. No work shall be performed within the public right-of-way unless the inspector is present on the site. **The inspector shall keep daily inspection records, a copy of which must be submitted to the TOWN on a weekly basis.**
- (d) Meeting with TOWN or providing a written status report on a weekly basis to update the construction status. Failure to inform the TOWN will constitute a violation of this agreement and may be grounds for issuance of a stop work order on the project.
- (e) Upon completion of work, provide the TOWN with a full set of As-Built for TOWN record, and, also, one computer disk copy in AutoCAD format. Said As-Built Plans shall be submitted within thirty (30) days of final project acceptance by the TOWN.

TOWN will not exercise direct supervision and inspection of the work during the construction operations. The TOWN Chair, or representative, will make periodic inspections of the work and may require certain tests to be made to assure compliance with TOWN standards and the approved plans and specifications. The TOWN will work with the DEVELOPER'S Engineer as the official representative of the DEVELOPER concerning engineering design. The TOWN will work with an independent resident engineer for inspection services and construction engineering.

7. The DEVELOPER agrees that the work shall be completed to the highest quality and performed in a skilled manner and that all materials and labor shall be in strict conformity with the approved plans and specifications and improvement standards of the TOWN. All materials, labor and workmanship shall be subject to the inspection and approval of the TOWN. Any materials or labor rejected by the TOWN as defective or unsuitable shall be removed and replaced with approved materials and workmanship to the satisfaction and approval of the TOWN. Said removals and replacements shall be at the sole expense of the DEVELOPER.
8. Upon completion of all the required improvements, the TOWN Engineer (or designated representative), a representative of the Contractor, and a representative of the DEVELOPER'S Engineer, will make a final inspection of the work. Before final payment is made to the contractor by the DEVELOPER, the TOWN Engineer

shall be satisfied that all work has been completed in accordance with the approved plans and specifications. The DEVELOPER'S Engineer shall submit a written statement attesting to the same prior to final acceptance by the TOWN.

9. Prior to starting any work the DEVELOPER and/or his Contractor, shall furnish to the TOWN a bond guarantee for the work completed. The DEVELOPER shall supply the TOWN with a copy of the signed contract from the contractor prior to starting any work (including grading). The contract shall include the language:

GUARANTEE

Under this guarantee the Contractor agrees to make good without delay at his own expense any failure of any such work due to fault materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by such failure. Owner/Developer shall provide the TOWN with a five (5) year guarantee for improvements in the following form: A letter of credit shall be furnished to the TOWN by the Owner/Developer for twenty-five (25%) percent of the total cost of improvements, including, but not limited to, roadway construction, utilities, etc., for a period of three (3) years from the date of final acceptance of said improvements by the TOWN. The Owner/Developer shall also provide a lump sum of \$100.00 for each catch basin or storm water facility as part of the same letter of credit for an additional two (2) years.

10. The DEVELOPER shall furnish the TOWN with proof of insurance in the amount as required by the approved specifications covering any public liability or property damage by reason of the operation of the DEVELOPER, or the DEVELOPER'S Contractors' equipment, laborers, and hazard caused by said improvements. No Construction (including grading) may start until proof of insurance is received.

Insurance required is as follows:

1. **INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance is the Contractor's responsibility.

2. **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as: Insurance Services Office commercial general liability coverage, "occurrence" form CG 0001. Insurance Service Office form number CA 0001 covering automobile liability, code 1 "any auto"

and endorsement CA 0025. Workers' compensation insurance, as required in Wisconsin State Statutes, and employers' liability insurance.

3. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than general liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. A combination of primary and excess to meet this limit is acceptable. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Workers' compensation and employers' liability: Workers' compensation limits as required by Wisconsin State Statutes and employers' liability limits of \$500,000 per accident.

4. VERIFICATION OF COVERAGE

The Contractor shall furnish the TOWN with certificates of insurance as evidence of the required coverage. The certificates are to be on the form provided by the TOWN and must be received and approved by the TOWN before work commences. The TOWN reserves the right to require and the Contractor shall furnish, complete, certified copies of all required insurance policies, at any time. The form of certificate is included in the Invitation for Bids for this project. The TOWN'S failure to notice or notify the Contractor of any coverage deficiencies that may be apparent in the documents submitted to the TOWN shall not relieve the Contractor of responsibility to provide coverages required in this contract.

11. DEVELOPER shall indemnify, save and hold harmless the TOWN, its officers, employees, agents and representatives, from and against any and all claims, demands, losses, liability, costs (including attorneys fees), or expenses of any kind whatsoever (including any arising under any workers' compensation or other occupational disease law), which arise out of, are connected with, or are attributable to the activities undertaken by the DEVELOPER as provided herein, including such claims, demands, losses, liability, cost or expenses which arise from the deposit, release or discharge by DEVELOPER or DEVELOPER'S officers, employees, agents, representatives or assigns of any hazardous substances, environmental pollution, or sources of environmental pollution, as a result of the project described herein.
12. The DEVELOPER understands and agrees that, except as may be otherwise expressly stated in this agreement, the improvements provided under the terms of this agreement will become public facilities and may be used as are similar public improvements constructed or installed by the TOWN itself. The public

improvements provided under this agreement can be utilities, as may be permitted or required by the TOWN, by or on behalf of persons or entities other than the DEVELOPER without payment of consideration to the DEVELOPER, including the reimbursement of costs assumed under this agreement by the DEVELOPER unless otherwise indicated in the special provisions.

13. The DEVELOPER, in consideration of the construction of said improvements hereby admits that such improvements will benefit the subdivision and consents to the levying of special assessments against the subdivision under Chapter 66 of Wisconsin Statutes for the cost of such construction of the improvements. The DEVELOPER hereby waives all special assessment notices and hearing required by Chapter 66 of the Wisconsin Statutes. Special assessments will only be used upon default on the part of the DEVELOPER, or the financial institution providing the financial guarantee, and will be levied to be paid in one year and consist of a lien on the property.
14. If for any legal reasons not within the control of the DEVELOPER or the TOWN the project cannot be completed, this agreement shall become void and all cash escrow released, only after all costs incurred by the TOWN have been paid by the DEVELOPER.
15. Exhibit(s) ____ attached hereto is/are incorporated into and made a part of this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date first written above.

FOR (DEVELOPER _____)

By: _____

Title: _____

STATE OF WISCONSIN)

) ss:

COUNTY OF LA CROSSE)

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

Notary Public, _____ County, _____
My Commission expires _____

FOR: TOWN OF HOLLAND

By: _____

Town Chair

By: _____

Town Clerk

Approved as to form:

Town Attorney

STATE OF WISCONSIN)

) ss:

COUNTY OF LA CROSSE)

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

Notary Public, La Crosse County, Wisconsin
My Commission expires: _____

ACKNOWLEDGMENT: (Financial Institution)

By: _____

Title: _____

ACKNOWLEDGMENT: (DEVELOPER'S Engineer)

By: _____

Title: _____

APPENDIX B

GENERAL OUTDOOR LIGHTING: Guidelines.

Whenever new, replacement or improved lighting is planned there is an opportunity to install fixtures providing more efficient, less intrusive lighting.

Important information about good lighting:

Full Cutoff Fixtures: These emit no light above the horizontal plane and are used whether illuminating a building, walkway, street, highway, parking lot, landscape, storage or work yard, parking deck or any other site. They have a *flat* lens and provide "Downlighting".

Downlighting: Light directed downward. Controls glare and trespass. Can emphasize architectural features and textures creating a pleasant appearance. Light shining upward results in minimal effective use of energy, wastes money and creates light pollution.

Glare: Light shining into peoples' eyes impairs their vision. Shielding or full cutoff equipment avoids this possibility.

Light Trespass: Spilling of light into adjoining property is stopped or minimized by the use of well-designed fixtures.

Overlighting: Excessively bright lighting produces high contrast levels that can tax the adaptability of the eye. Particularly a problem with people as the eye ages. Use only amount of light *really* needed.

Uniformity: Consistent lighting from one structure to another provides the most pleasing effect. It draws an area together.

Economy: When many lights are used in a system, full cutoff fixtures can save substantial money compared to old style equipment.

Exterior Lighting Engineer: This specially trained engineer can recommend proper fixtures, wattages, locations for an esthetically and technically successful project. Costly errors can be avoided. A Lighting Design Engineer works additionally on artistic detail. Be sure to choose an engineer familiar with *your* type of project

Whether you use a lighting engineer, use your own staff or do it yourself, *be sure* to follow these *Guidelines* for neighbor friendly, optimum results.

Note: There are some specially designed fixtures that do not omit light above the horizontal plane which use other than a flat lens.

These recommendations represent the latest standards established by the Illuminating Engineering Society of North America and other organizations concerned with efficient, quality exterior lighting.

Select Appropriate Fixtures

Select outdoor fixtures that are or can be "fully shielded". This means they control the light to shine downward, none above the horizontal and preferably none above 45 degrees. If your fixture does not have a "full cut off" shield (one that totally shields the lens and lamp) it is often easy to add one using a piece of sheet metal. High lumen output fixtures are often not needed to provide adequate light. More light is not better, often it is worse!

Select Appropriate Lamps

Preferred Outdoor Lamps in Southern AZ are:
 Fluorescent (efficient - white light)
 Incandescent (least efficient - white light)

Prohibited Outdoor Lamps in Southern AZ are:
 Mercury Vapor
 Quartz if unshielded

Select Energy Efficient Fixtures

All lamps will have a wattage (watts) and usually a lumens rating. The watts refers to how much electricity the lamp will consume, the lumens refers to how much light is output. Look for fixtures with lamps having higher lumens with lower wattage for better energy efficiency. They often cost more initially but last longer and save lots of operating money.

A typical 100 watt incandescent light bulb puts out about 1800 lumens, a 25 watt compact fluorescent bulb the same lumens but uses 75% less energy and the lamp will usually last 5 to 10 times longer.

Note: Always check local Light Pollution Ordinances for more detailed information when installing Outdoor Lights over 2000 lumens. Some laws also restrict the total outdoor lumens per residence or acre.

