

MEETING: REGULAR MEETING OF THE VILLAGE BOARD
DATE & TIME: Monday, May 20, 2024 at 7:00 PM
LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting #:2551 746 8900 Password: **RGfHMePh684** which can be accessed by phone at **408-418-9388** or by clicking the link below:
<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mbac09c1bf900c82b3d4fd86d044402dc>

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

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT’S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
- VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
- VII. **CONSENT AGENDA:**
 - A. Minutes: May 6, 2024
 - B. Purchase of 2024 Ford Escape
- VIII. **UNFINISHED BUSINESS**
- IX. **PUBLIC HEARINGS:**
- X. **NEW BUSINESS:**
 - A. Briohn Building Corp, Agent for Green Bay Packaging Inc., Property Owner - N128 W21600 Holy Hill Road. Conditional Use Permit (CUP) to allow encroachment into a 25’ Wetland Setback (ACTION)
 - B. Resolution approving a Letter Agreement with Briohn Building Concerning Wetland Fill related to the Relocation of 48th Street
 - C. Jim Tollar, Agent for Berean Bible Society, Property Owner - N112 W17761 Mequon Road. 2-lot Certified Survey Map (CSM). (ACTION)

- D. Village of Germantown Community Development Department - Proposed Ordinance for Text Amendments to Chapter 17 of the Village of Germantown Municipal Code: 17.07 Temporary Uses; 17.08 Definitions; 17.33 M-1 Limited Industrial District; and 17.41 Accessory Uses, Buildings and Structures. (ACTION)
- E. Settlement Agreement and Release between the Village and Heritage Place Joint Venture related to Impact Fees

XI. ADJOURNMENT:

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Village Clerk at (262)250-4745 at least 2 days prior to the meeting.

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, May 6, 2024 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*

Village President Dean Wolter called the meeting to order at 7:00 PM.

II. **ROLL CALL:**

Present: Trustee David Baum, Trustee Rick Miller, Trustee Robert Warren, Trustee Jolene Pieper, Trustee Jan Miller, Trustee Phil Hudson, President Dean Wolter, Trustee Meg Cutts

Also Present: Village Administrator Steve Kreklow, Village Attorney Brian Sajdak, Village Clerk Donna Ott

Absent:

Excused: Trustee Terri Kaminski

III. **PLEDGE OF ALLEGIANCE:**

IV. **PRESIDENT'S REPORT:**

President Wolter spoke about attending the Germantown Arbor Day celebration.

V. **APPOINTMENTS OF BOARD, COMMITTEE, AND COMMISSION MEMBERS:**

A. Appointment Spreadsheet

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Hudson

Yes: Trustee Baum, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: Trustee Pieper

Abstain: None

Motion Carried by Voice Vote (Yes 7, No 1, Abstained 0)

VI. ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST COMMITTEE AND DEPARTMENT REPORTS:

Trustees provided dates and times of upcoming meetings and events.

VII. CITIZEN INPUT: *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

Lynne Schauer Bednarz (W156N10121 Pawnee Ct) spoke regarding budget spending.

Patrick Doke (W175N12960 Lancelot Dr) spoke regarding the Fenner property.

Sarah Larson (W159N9737 Butternut Rd) spoke regarding property purchase and the 2050 Comprehensive Plan.

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding the 2050 Comprehensive Plan.

VIII. CONSENT AGENDA:

- A. Minutes: April 15, 2024
- B. Contract with Ideal Mechanical for updates and upgrades to Kinderberg Park Restroom Facilities
- C. Tower #4 Containment Change Order - Maguire Iron, Inc.
- D. Village Building Alarm Monitoring
- E. Authorization to Purchase Mainline Sewer Television Truck
- F. 2024 Labor and Equipment Rates

Motion: Approve Items A-F as presented

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

Request: Pull Items C and E for discussion

Requested By: Trustee Jan Miller

Motion: Approve Items A-B, D, and F as presented

Yes: Trustee Warren, Trustee Baum, Trustee Jan Miller, Trustee Hudson, Trustee Pieper, Trustee Rick Miller, President Wolter

No: Trustee Cutts

Abstain: None

Motion Carried by Roll Call Vote (Yes 7, No 1, Abstained 0)

Motion: Approve Item C as presented

Motioned By: Trustee Baum

Seconded By: Trustee Pieper

Yes: Trustee Warren, Trustee Cutts, Trustee Baum, Trustee Jan Miller, Trustee Hudson, Trustee Pieper, Trustee Rick Miller, President Wolter

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

Motion: Approve Item E as presented

Motioned By: Trustee Baum

Seconded By: Trustee Warren

Yes: Trustee Warren, Trustee Cutts, Trustee Baum, Trustee Jan Miller, Trustee Hudson, Trustee Pieper, Trustee Rick Miller, President Wolter

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

IX. UNFINISHED BUSINESS

A. Country Belle Manor - Road and Grading History Discussion

Discussion and presentation provided by Department of Public Works Director Mortwedt.

B. Approval of Country Belle Manor Driveway Adjustment 50% Contribution

Motion: Approval of Country Belle Manor Driveway Adjustment at 100% Contribution

Motioned By: Trustee Hudson

Seconded By: Trustee Pieper

Amended Motion: Include any decorative or additional features that were in place before the driveways were torn out

Motioned By: Trustee Pieper
Seconded By: Trustee Jan Miller

Yes: Trustee Warren, Trustee Cutts, Trustee Hudson, Trustee Jan Miller, Trustee Pieper

No: Trustee Baum, Trustee Rick Miller, President Wolter

Abstain: None

Motion Carried by Roll Call Vote (Yes 5, No 3, Abstained 0)

X. PUBLIC HEARINGS:

XI. NEW BUSINESS:

A. Informational Report on Enforcement Actions at W175N12890 Lancelot Drive

Village Administrator Kreklow and Village Attorney Sajdak provided an update on the status of this property.

B. Application for Appointment of Successor Agent: Kwik Trip #631, W188N10963 Maple Rd; Agent for Consideration: Tammy Cwikla

C. Application for Appointment of Successor Agent: Speedway #4465, W178N9653 Riversbend Cir W; Agent for Consideration: Pamela Robinson

D. Application for a Temporary "Class B" Retailer's License - Faith Lutheran Church Youth of Faith Spaghetti Dinner, Raffle, and Silent Auction

E. Application for a Temporary Class "B"/"Class B" Retailer's License - Deutschstadt Heritage Foundation Mai Fest

Motion: Approve Items B, C, D, and E as presented

Motioned By: Trustee Hudson

Seconded By: Trustee Pieper

Yes: Trustee Warren, Trustee Cutts, Trustee Baum, Trustee Jan Miller, Trustee Hudson, Trustee Pieper, Trustee Rick Miller, President Wolter

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 8, No 0, Abstained 0)

F. Application for a Temporary Outside Premise Extension - Buzdum's Pub & Grill Car Show

Motion: Approve Item F as presented

Motioned By: Trustee Pieper

Seconded By: Trustee Rick Miller

Yes: Trustee Warren, Trustee Cutts, Trustee Jan Miller, Trustee Hudson, Trustee Pieper, Trustee Rick Miller, President Wolter

No: Trustee Baum

Abstain: None

Motion Carried by Voice Vote (Yes 7, No 1, Abstained 0)

- G. Application for a **Reserve Combination** "Class B" Fermented Malt Beverage and Intoxicating Liquor License for Sol Agave Taste of Mexico LLC, N112W16344 Mequon Rd, Agent for Consideration: Juan Fuentes Hernandez

Motion: Approve a **Regular** "Class B" Fermented Malt Beverage and Intoxicating Liquor License for Sol Agave Taste of Mexico, LLC

Motioned By: Trustee Hudson

Seconded By: Trustee Pieper

Yes: Trustee Warren, Trustee Cutts, Trustee Baum, Trustee Jan Miller, Trustee Hudson, Trustee Pieper, Trustee Rick Miller, President Wolter

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 8, No 0, Abstained 0)

- H. Annual Outside Premise Extension Application for Sol Agave Taste of Mexico LLC, N112W16344 Mequon Rd, d/b/a Sol Agave Taste of Mexico

Motion: Approve Item H as presented

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

Amended Motion: Approve Item H contingent on obtaining landlord permission if necessary

Yes: Trustee Warren, Trustee Cutts, Trustee Baum, Trustee Jan Miller, Trustee Hudson, Trustee Pieper, Trustee Rick Miller, President Wolter

No: Trustee Baum

Abstain: None

Motion Carried by Voice Vote (Yes 7, No 1, Abstained 0)

- I. An Ordinance Amending Sections 1.43 and 1.46 and Repealing and Recreating Section 1.45 of the Germantown Municipal Code Relating to the Establishment of Trustee Districts and Polling Places and the Creation of Election Wards

Motion: Approve as presented

Motioned By: Trustee Rick Miller

Seconded By: Trustee Jan Miller

Yes: Trustee Warren, Trustee Cutts, Trustee Baum, Trustee Jan Miller, Trustee Hudson, Trustee Pieper, Trustee Rick Miller, President Wolter

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 8, No 0, Abstained 0)

J. Economic Development Washington County 2024 Subscription and Discount for Unused Credits

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Pieper

Amended Motion: Approve, and also send back to General Government & Finance Committee to finalize the language of the contract only

Motioned By: Trustee Baum

Seconded By: Trustee Jan Miller

Yes: Trustee Warren, Trustee Cutts, Trustee Baum, Trustee Hudson, Trustee Pieper, Trustee Rick Miller, President Wolter

No: Trustee Jan Miller

Abstain: None

Motion Carried by Roll Call Vote (Yes 7, No 1, Abstained 0)

K. Informational Report on Acquisition of Grosenik Property

Informational report was provided by Village Administrator Kreklow.

L. Strategy Concerning Acquisition of Properties in the Village's Village Center District (in the general area of Mequon Road and Pilgrim Road). The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

Motion: Enter into Closed Session for Item L, with Village Attorney Sajdak and Village Administrator Kreklow in attendance

Motioned By: Trustee Pieper

Seconded By: Trustee Baum

Yes: Trustee Warren, Trustee Cutts, Trustee Baum, Trustee Jan Miller, Trustee Hudson, Trustee Pieper, Trustee Rick Miller, President Wolter

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

The Village Board did not take any action and did not return to open session.

XII. ADJOURNMENT:

Village President Wolter adjourned the meeting at 10:40 PM.

DRAFT



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Germantown Police Department

Prepared For: Captain Pat Merten

262-253-7780

pmerten@germantownpolicewi.gov

Vehicle: [Fleet] 2024 Ford Escape (U9G) Active AWD





Vehicle: [Fleet] 2024 Ford Escape (U9G) Active AWD (Complete)

Quote Worksheet

	MSRP
Base Price	\$31,665.00
Dest Charge	\$1,495.00
Total Options	\$310.00
Subtotal	\$33,470.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$2,734.00)
Subtotal Discount	(\$2,734.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$30,736.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$30,736.00

Comments:

2024 Ford Escape AWD to the specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed.

Currently have 3 on order- Vapor Blue, White, and Iconic Silver

Dealer Signature / Date

Customer Signature / Date

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Data Version: 21825. Data Updated: Feb 28, 2024 6:57:00 PM PST.



Vehicle: [Fleet] 2024 Ford Escape (U9G) Active AWD (Complete)

Standard Equipment

Package

Cold Weather Package -inc: Heated Front Row Seats, Heated Sideview Mirrors, Remote starter system, Heated Steering Wheel

Mechanical

- Engine: 1.5L EcoBoost -inc: auto start-stop technology (STD)
- Transmission: 8-Speed Automatic (STD)
- 3.81 Axle Ratio
- 50-State Emissions System
- Transmission w/Driver Selectable Mode and Oil Cooler
- Automatic Full-Time All-Wheel
- Battery w/Run Down Protection
- 1013# Maximum Payload
- GVWR: TBD
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Speed-Sensing Steering
- Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
- 15.7 Gal. Fuel Tank
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Short And Long Arm Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
- Brake Actuated Limited Slip Differential

Exterior

- Wheels: 17" Shadow Silver-Painted Aluminum
- Tires: 225/65R17 AS BSW
- Steel Spare Wheel
- Compact Spare Tire Mounted Inside Under Cargo
- Clearcoat Paint
- Body-Colored Front Bumper w/Metal-Look Rub Strip/Fascia Accent and Black Bumper Insert

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Vehicle: [Fleet] 2024 Ford Escape (U9G) Active AWD (Complete)

Exterior

- Black Rear Bumper w/Metal-Look Rub Strip/Fascia Accent
- Black Bodyside Cladding and Black Wheel Well Trim
- Black Side Windows Trim
- Body-Colored Door Handles
- Black Power Side Mirrors w/Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper and Defroster
- Speed Sensitive Variable Intermittent Wipers
- Deep Tinted Glass
- Fully Galvanized Steel Panels
- Lip Spoiler
- Black Grille w/Chrome Accents
- Power Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Perimeter/Approach Lights
- LED Brakelights
- Headlights-Automatic Highbeams

Entertainment

- AM/FM/Satellite w/Seek-Scan, Clock and Radio Data System
- Radio: AM/FM Stereo -inc: 6 speakers, speed compensated volume, steering wheel mounted controls and SiriusXM w/360L w/a 3 month prepaid subscription, Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc SiriusXM service is not available in Alaska and Hawaii.
- Integrated Roof Antenna
- SYNC 4 -inc: 8" LCD capacitive touch-screen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, wireless Apple CarPlay and Android Auto, digital owners manual
- Wireless Phone Connectivity

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Vehicle: [Fleet] 2024 Ford Escape (U9G) Active AWD (Complete)

Entertainment

2 LCD Monitors In The Front

Interior

- Bucket Front Seats w/Cloth Back Material and Power 2-Way Driver Lumbar
- 8-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement and Power 2-Way Lumbar Support
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- 60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows
- Mobile Hotspot Internet Access
- Leatherette Steering Wheel
- Front Cupholder
- Rear Cupholder
- Compass
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
- Proximity Key For Doors And Push Button Start
- Valet Function
- Remote Releases -Inc: Power Cargo Access
- FordPass Connect -inc: 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford), Remote start w/specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details), Connected services and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Connected services exclude Wi-Fi hotspot)
- Cruise Control w/Steering Wheel Controls
- Dual Zone Front Automatic Air Conditioning
- HVAC -inc: Underseat Ducts and Console Ducts
- Glove Box
- Driver Foot Rest

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Vehicle: [Fleet] 2024 Ford Escape (U9G) Active AWD (Complete)

Interior	
	Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Metal-Look Gear Shifter Material
	Unique Cloth Front Bucket Seats -inc: 8-way power driver (fore/aft, up/down, recline, lumbar) and 4-way manual front passenger (fore/aft w/manual recline)
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
	Carpet Floor Trim
	Cargo Area Concealed Storage
	Trunk/Hatch Auto-Latch
	Cargo Space Lights
	Tracker System
	Smart Device Integration
	FOB Controls -inc: Cargo Access
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver 1-Touch Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Digital Appearance
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Front Center Armrest and Rear Center Armrest
	1 Seatback Storage Pocket

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Vehicle: [Fleet] 2024 Ford Escape (U9G) Active AWD ( Complete)

Interior

- Securilock Anti-Theft Ignition (pats) Immobilizer
- Air Filtration
- 2 12V DC Power Outlets

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Emergency Sos
- BLIS (Blind Spot Information System) Blind Spot
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Collision Mitigation-Rear
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Personal Safety System Airbag Occupancy Sensor
- Driver Knee Airbag
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera

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Vehicle: [Fleet] 2024 Ford Escape (U9G) Active AWD ( Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2024 Ford Escape (U9G) Active AWD ( Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
U9G	2024 Ford Escape Active AWD	\$31,665.00
COLORS		
CODE	DESCRIPTION	
K1	Vapor Blue Metallic	
ENGINE		
CODE	DESCRIPTION	MSRP
99N	Engine: 1.5L EcoBoost -inc: auto start-stop technology (STD)	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
448	Transmission: 8-Speed Automatic (STD)	\$0.00
OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
200A	Equipment Group 200A -inc: Heated Front Row Seats, Heated Sideview Mirrors, Remote starter system, Heated Steering Wheel	\$0.00
PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
K1	Vapor Blue Metallic	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
CB	Ebony, Unique Cloth Front Bucket Seats -inc: 8-way power driver (fore/aft, up/down, recline, lumbar) and 4-way manual front passenger (fore/aft w/manual recline)	\$0.00
ADDITIONAL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket -inc: Standard in states requiring two license plates and optional to all others	\$0.00

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Vehicle: [Fleet] 2024 Ford Escape (U9G) Active AWD ( Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
50Q	Cargo Mat	\$100.00

DEALER INSTALLED OPTIONS

CODE	DESCRIPTION	MSRP
—	Splash Guards	\$210.00
Options Total		\$310.00

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Vehicle: [Fleet] 2024 Ford Escape (U9G) Active AWD ( Complete)

Price Summary

PRICE SUMMARY		MSRP
	Base Price	\$31,665.00
	Total Options	\$310.00
	Vehicle Subtotal	\$31,975.00
	Destination Charge	\$1,495.00
	Grand Total	\$33,470.00

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Data Version: 21825. Data Updated: Feb 28, 2024 6:57:00 PM PST.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 20, 2024

PLACEMENT: Action Item

ITEM TITLE: Briohn Building Corp, Agent for Green Bay Packaging Inc.,
Property Owner - N128 W21600 Holy Hill Road. Conditional Use
Permit (CUP) to allow encroachment into a 25' Wetland Setback
(ACTION)

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

SUMMARY EXPLANATION:

Briohn Building Corp. agent for Green Bay Packaging Inc., property owner, is requesting approval of a Conditional Use Permit (CUP) to allow encroachment into a 25' wetland setback associated with re-construction of the Holy Hill Road driveway for the proposed 270,000 sqft light manufacturing/office facility located in the northeast corner of the Holy Hill Road @ I-41 interchange.

As discussed in the CUP application, the proposed Holy Hill Road driveway that is needed for access to the new GBP facility requires re-construction of the Holy Hill Road intersection and realignment of 48th Street that cannot be located outside the wetland located north of the existing intersection (Wetland #4).

As indicated in Table 1 of the application narrative, grading & filling associated with the driveway intersection construction will impact 3,470 sqft (.31 acres) of 25' wetland setback.

Under the Village's Shoreland-Wetland Code, this type of development may be permitted within the 25' wetland setback provided that additional buffering and/or other compensation for the affected area is provided on the property. As detailed in the application, all 13,470 sqft will be permanent (with another 200 sqft of temporary impact). Since the grading and filling exceeds 3' in height, it qualifies as "vertical" development requiring a 2:1 compensation ratio. Consequently, the minimum amount of compensation required is 27,140 sqft.

However, as shown in Table 2, the developer proposes to provide a greater amount of compensation with 28,580 sqft (.656 acres) in the form of installing/seeding with native plants and/or seed mix adjacent to the remaining, undisturbed wetland area east of the intersection and within portions of the remaining 25' wetland setback. It is intended that the seeded area will be suitable for a natural expansion of the wetland.

ATTACHMENT:

1. CUP #xx-24-Green Bay Pack-25 Setback CUP-5-20-24
2. GBP CUP 5-13-24

RECOMMENDATION:

ACTION BY Committee:

The Plan Commission recommendation is to **APPROVE** the Conditional Use Permit to allow encroachment into the 25' wetland setback associated with re-construction of the Holy Hill Road driveway for the proposed 270,000 sqft light manufacturing/office facility and accept the proposed compensation plan as presented in the CUP application narrative (dated March 18, 2024) subject to three (3) conditions [See draft CUP document for conditions].

CUP # xx-2024

Document No.

CONDITIONAL USE PERMIT

Document Title

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

Whereas the Applicant:

Green Bay Packaging Inc., Property Owner

agrees 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 and Property Owner to allow development within the 25' wetland setback areas as presented on the exhibits contained in the Wetland Mitigation Plan Narrative dated May 13, 2024 and Exhibit dated May 10, 2024 pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code.

Name & Return Address:

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

Parcel Identification No:

GTNV 073-995

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

Section 7 in Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, which is bounded and described as follows:

THAT PART OF THE FOLLOWING DESCRIBED LAND:

A PARCEL OF LAND LOCATED IN THE NORTHEAST $\frac{1}{4}$, NORTHWEST $\frac{1}{4}$, SOUTHEAST $\frac{1}{4}$ AND SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ AND BEING THE NORTHWEST $\frac{1}{4}$ AND SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, (INCLUDING THEREIN LOT 2 OF CERTIFIED SURVEY MAP NO. 6182, RECORDED IN THE WASHINGTON COUNTY REGISTRY ON JULY 26, 2007 IN VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 162, AS DOCUMENT NO. 1167237) VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH $\frac{1}{4}$ CORNER OF SAID 7, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE NORTH $89^{\circ} 48' 11''$ WEST, 93.49 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 7 AND CENTERLINE OF S.T.H. 167; THENCE NORTH $00^{\circ} 11' 49''$ EAST, 60.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF S.T.H. 167; THENCE NORTH $89^{\circ} 48' 11''$ WEST, 485.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH $00^{\circ} 11' 49''$ EAST, 20.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH $87^{\circ} 28' 31''$ WEST, 615.51 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH $89^{\circ} 48' 11''$ WEST, 150.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF CERTIFIED SURVEY MAP NO. 276; THENCE NORTH $00^{\circ} 11' 49''$ EAST, 60.0 FEET ALONG THE EAST LINE OF SAID CERTIFIED SURVEY MAP NO. 276 TO THE NORTHEAST CORNER OF SAID CERTIFIED SURVEY MAP NO. 276; THENCE NORTH $89^{\circ} 48' 11''$ WEST, 45.95 FEET ALONG THE NORTHERLY LINE OF SAID CERTIFIED SURVEY MAP NO. 276; THENCE NORTH $82^{\circ} 04' 28''$ WEST, 264.74 FEET ALONG THE NORTHERLY LINE OF SAID CERTIFIED SURVEY MAP NO. 276 TO THE SOUTHEAST CORNER OF CERTIFIED SURVEY MAP NO. 279; THENCE

NORTH 11° 52' 35" WEST, 250.00 FEET ALONG THE EAST LINE OF SAID CERTIFIED SURVEY MAP NO. 279; THENCE NORTH 82° 04' 28" WEST, 250.00 FEET ALONG THE NORTH LINE OF SAID CERTIFIED SURVEY MAP NO. 279; THENCE SOUTH 11° 52' 35" EAST, 250.00 FEET ALONG THE WEST LINE OF SAID CERTIFIED SURVEY MAP NO. 279 TO THE NORTHERLY LINE OF CERTIFIED SURVEY MAP NO. 276; THENCE NORTH 82° 04' 28" WEST, 209.37 FEET ALONG THE NORTHERLY LINE OF SAID CERTIFIED SURVEY MAP NO. 276 TO THE EASTERLY RIGHT OF WAY LINE OF U.S.H. 41; THENCE NORTH 11° 59' 55" WEST, 1386.25 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00° 54' 48" WEST, 370.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 89° 36' 36" EAST, 1057.51 FEET TO CERTIFIED SURVEY MAP NO. 51; THENCE ALONG THE EXTERIOR OF SAID CERTIFIED SURVEY MAP NO. 51 AS FOLLOWS: SOUTH 00° 49' 40" EAST, 32.08 FEET; THENCE NORTH 89° 19' 40" WEST, 230.00 FEET; THENCE SOUTH 15° 15' 55" EAST, 223.60 FEET; THENCE SOUTH 89° 19' 40" EAST, 354.30 FEET; THENCE NORTH 00° 49' 40" WEST, 215.75 FEET; THENCE LEAVING SAID EXTERIOR OF CERTIFIED SURVEY MAP NO. 51, NORTH 89° 32' 40" WEST, 114.05 FEET; THENCE NORTH 00° 49' 40" WEST, 693.41 FEET TO THE NORTH LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 7 AND THE CENTERLINE OF W. ROCKFIELD ROAD; THENCE SOUTH 89° 32' 40" EAST, 1214.33 FEET ALONG SAID NORTH LINE AND CENTERLINE TO THE CENTER OF SAID SECTION 7; THENCE SOUTH 89° 33' 23" EAST, 1320.85 FEET ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 7 AND THE CENTER LINE OF W. ROCKFIELD ROAD TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 7; THENCE SOUTH 01° 34' 39" EAST, 2637.22 FEET ALONG THE EAST LINE OF THE WEST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 7 TO THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 7 AND CENTERLINE OF S.T.H. 167; THENCE NORTH 89° 41' 41" WEST, 1321.52 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 7 AND SAID CENTERLINE TO THE POINT OF BEGINNING. EXCEPTING THEREFROM LOT 1 OF CERTIFIED SURVEY MAP NO. 6182 RECORDED JULY 26, 2007 IN VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 162, AS DOCUMENT NO. 1167237. FURTHER EXCEPTING THEREFROM CERTIFIED SURVEY MAP NO. 1963 RECORDED IN VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 121, AS DOCUMENT NO. 406961.

The North Half of the Northwest Quarter of the SOUTHWEST Quarter (N ½ NW ¼ SW ¼) of Section Seven (7), Town Nine (9) North, Range Twenty (20) East, Village of Germantown, Washington County, Wisconsin, EXCEPTING THEREFROM Two (2) parcels of land, described as follows:

1. That portion conveyed to Washington County as disclosed by Warranty Deed recorded on April 12, 1950, in Volume 176, Page 575, as Document No. 208044.
2. That portion described by Award of Damages recorded on January 2, 1969, in Volume 459, Page 540, as Document No. 305048.

Tax Key No: GTNV 073-995

Address: N128 W21600 Holy Hill Road (address to change pending construction)

Pursuant to the following condition(s):

1. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the conditional use permit may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.

2. The Property Owner shall implement the wetland setback compensation measures as set forth in the CUP narrative (dated May 13, 2024) and Exhibit (dated May 10, 2024) as part of the site development activities. Any changes to the mitigation plan or changes to any proposed development of the site that impacts the ability to implement the mitigation plan shall be reported to the Village.
3. The Property Owner shall prepare and submit an annual monitoring report to the Village concerning the management activities proposed in the CUP narrative including the planting of native vegetation. Said report shall, at a minimum, detail the type and number of seeding and plantings, activities carried out in the previous year and the observed success (or failure) of previous activities, and detail on the planned activities to be carried out for the coming year. Said report shall be submitted to the Community Development Department annually at the end of each year beginning in 2025 and for a period of three (3) years.

Granted by the Village Board of the Village of Germantown, Washington County, Wisconsin on the 20th day of May, 2024.

ATTEST:

Dean Wolter, Village President

Donna Ott, Village Clerk

STATE OF WISCONSIN) SS
WASHINGTON COUNTY)

Personally came before me this _____ day of _____, 2024, the above named Dean Wolter, Village President, and Donna Ott, 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 Green Bay Packaging Inc., Property Owner, hereby accepts 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 _____, 2024

{type or print name on this line}

{signature on this line}
Agent for Green Bay Packaging Inc.

STATE OF WISCONSIN) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2024, 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

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

CONDITIONAL USE PERMIT (CUP) APPLICATION

5/13/24 Plan Commission Meeting

Brionh Building Corporation / Green Bay Packaging Inc.

Staff Report & Recommendation

Germantown, Wisconsin

Summary

Brionh Building Corp. agent for Green Bay Packaging Inc., property owner, is requesting approval of a Conditional Use Permit (CUP) to allow an encroachment into a 25' wetland setback associated with re-construction of the Holy Hill Road driveway for the proposed 270,000 sqft light manufacturing/office facility located in the northeast corner of the Holy Hill Road @ I-41 interchange in the Holy Hill Gateway District.

Location: Holy Hill Road @ I-41 (northeast corner north of convenience store)

Applicant/

Property Owner: Caitlin LaJoie
Brionh Building Corp
3885 N Brookfield Rd
Brookfield, WI

Bryan Hollenbach
Green Bay Packaging Inc.
1700 Webster Court
Green Bay, WI

Current Zoning: M-1: Limited Industrial

Adjacent Land Uses		Zoning
North	Agricultural	A-1
South	Business/Industrial	B-5/M-1
East	Industrial	M-1
West	Business (Richfield)	n/a



Background

As discussed in 2023, Green Bay Packaging (GBP) is relocating their existing Great Lakes Division operation from the Germantown Industrial Park to the Holy Hill Gateway District adjacent to I-41. The 52.7-acre area is comprised of multiple parcels that will be combined and redivided into a 37 acre parcel for the Green Bay Packaging facility and potentially a separate 16-acre parcel to the north abutting Rockfield Road.

In November, 2023, the Village Board approved a request by GBP to change the future land use plan designation for this area from “Mixed-use Commercial & High Density Residential” to “Light Industrial/Warehouse” and rezone the property from A-1: Agricultural to M-1: Limited Industrial. The Village Board also decided to not pursue construction of a frontage road from Holy Hill Road to Rockfield Road.

In April 2024, the Plan Commission conditionally approved Site Development & Building Plans for a 270,000 sqft light manufacturing and 12,500 sqft office located in the northeast corner of the Holy Hill Road @ I-41 interchange in the Holy Hill Gateway District with the following characteristics:

Site Improvements

- Reconstruct the existing north approach on the Holy Hill Road intersection that will include a new driveway into the GBP property and relocation of the public road serving the convenience store/gas station property (a.k.a. 48th Street)
- Construct a perimeter driveway serving an employee & customer parking area on the west and the truck shipping & receiving dock areas on the north and south sides of the building
- Internal site landscaping around the building, parking area and driveways
- One (1) access driveway providing access to the employee and visitor parking lot on the west side of the building serving a total of 135 vehicle parking stalls (7 ADA stalls)
- (33) truck-trailer parking stalls along the north side of the building (12'x55') and (25) stalls along the south side of the building
- (2) storm water management basins on the NE & SE corners of the property

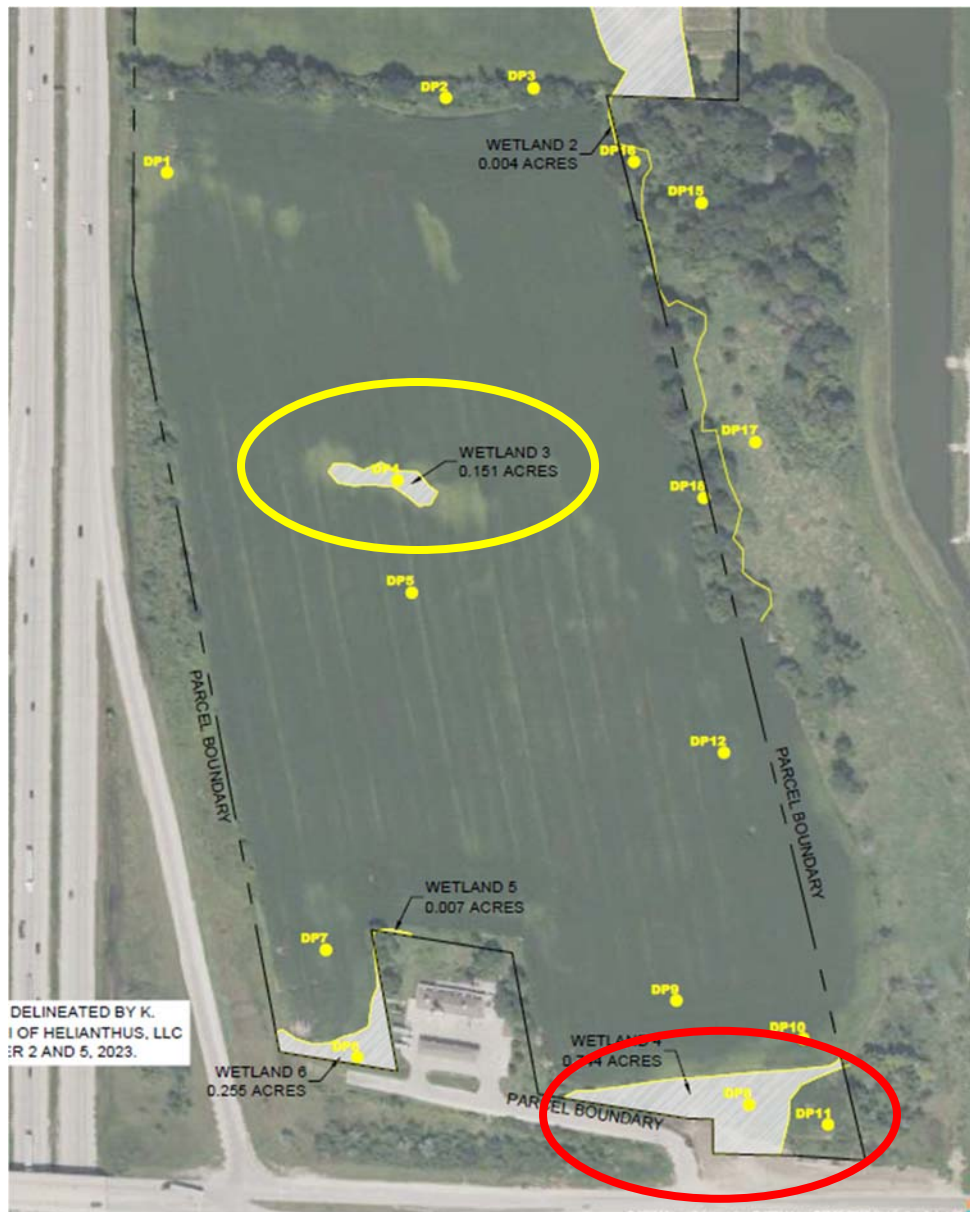
Building Improvements

1. 270,000 sqft single-story building w/ 12,500 sqft office (future 68,500 sqft)
 - Painted exterior insulated pre-cast concrete wall panels @ 44' & 38' wall height for warehouse building w/ light & dark gray painted finish
 - Painted exterior insulated wall panels @ 15' height w/ exposed steel stud framing
 - (9) shipping/receiving loading dock bays (5 future) on north side of buildings & (17) shipping/receiving dock bays (3 future) on south side of building

Proposal**Conditional Use Permit (CUP)**

At this time, Briohn Building Corp. agent for Green Bay Packaging Inc., property owner, is requesting approval of a Conditional Use Permit (CUP) to allow an encroachment into a 25' wetland setback associated with re-construction of the Holy Hill Road driveway for the proposed 270,000 sqft light manufacturing/office facility located in the northeast corner of the Holy Hill Road @ I-41 interchange in the Holy Hill Gateway District.

A wetland delineation of the entire property revealed that there are two (2) wetland areas that will be impacted by the proposed development: Wetland #3 is a .15-ac wetland in the center of the property shown in the map below (YELLOW circle) and Wetland #4 is a .75 ac wetland at the south end of the property where the new driveway/intersection is proposed (RED circle).



GBP submitted application to the DNR for an artificial wetland determination for Wetland #4. However, the DNR has determined Wetland #3 is NOT artificial and, as a result, subject to regulation. At this point in time, GBP will file DNR applications to fill both Wetland #3 and portions of Wetland #4 as shown in the intersection design plan below (green-hatched area shows wetland fill areas).

GBP has submitted the Conditional Use Permit (CUP) application to the Village for encroaching into the Village's 25' wetland setback that would be in effect around the remaining portions of Wetland #4 that are not filled.

As discussed in the CUP application narrative (dated March 18) and shown in the exhibits, the Holy Hill Road driveway/intersection that will provide access to the new GBP facility requires re-construction that, as a practical matter, cannot be located outside of Wetland #4 and is necessary to provide said access. The intersection re-construction is designed to minimize impacts to Wetland #4.

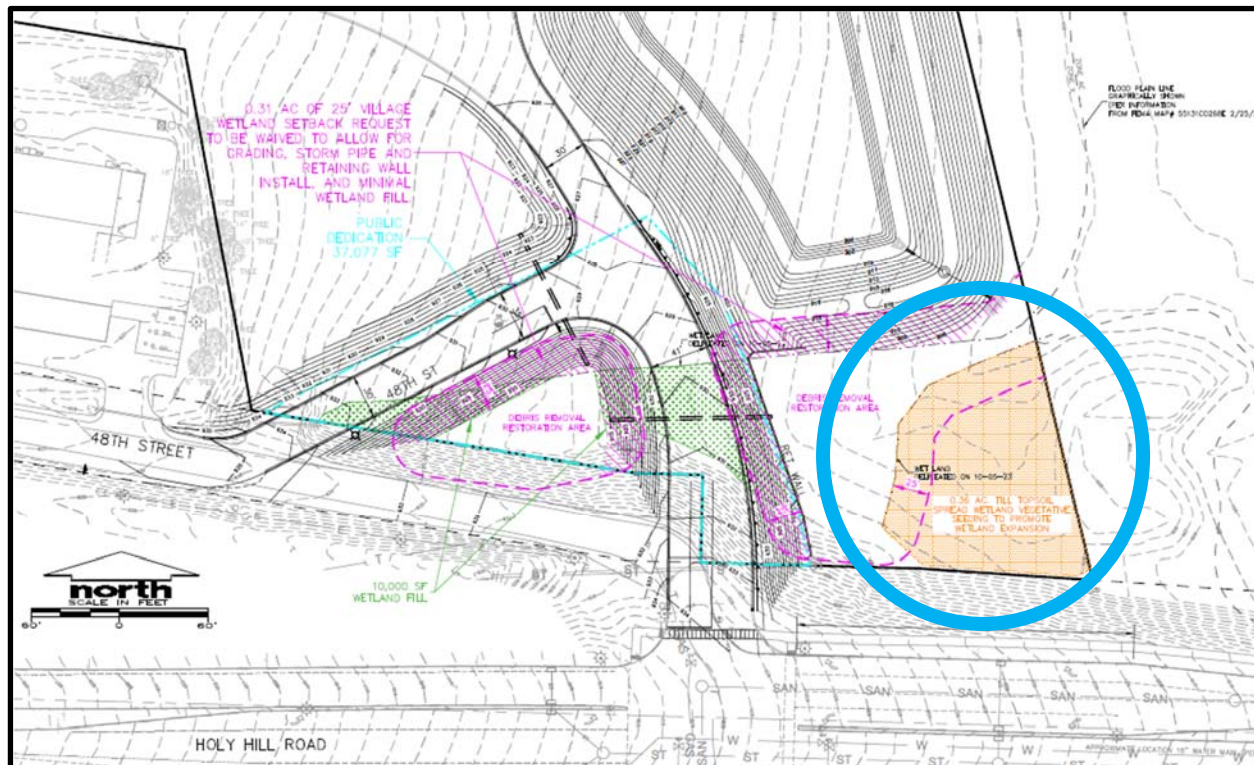
As indicated in Table 1 of the narrative, grading & filling associated with the driveway/intersection re-construction will encroach into approximately 13,470 sqft (.31 acres) of 25' wetland setback.

Under the Village's Shoreland-Wetland Code, development may be permitted within both a 25' wetland and a 75' waterway setback provided that additional buffering and/or other compensation for the affected area is provided somewhere on the property. The ratio of compensation required is based on a 1:1 ratio for any "horizontal" development (grading with <3' of elevation change) or a 2:1 ratio for "vertical" development (any structural improvements or grading with >3' of elevation change).

As detailed in the applicant's CUP narrative, all the 13,470 sqft of encroachment will be permanent (with another 200 sqft of temporary encroachment related to installation of a retaining wall on the east side of the new driveway). The development activity exceeds 3' in height and qualifies as "vertical" development requiring a 2:1 compensation ratio.

Consequently, the minimum amount of compensation required is 27,140 sqft. However, as shown in Table 2, the developer proposes to provide a greater amount of compensation with 28,580 sqft (.656 acres).

Compensation will be in the form of installing/seeding with native plants and/or seed mix adjacent to the remaining, undisturbed wetland area east of the intersection (shown circled in BLUE in the driveway/intersection design plan below). It is intended that the seeded area will be suitable for a natural expansion of the wetland.



Staff Comments

Community Development: Planning & Zoning

The proposed compensation area shown in the driveway/intersection design plan above (circled in BLUE) indicates .36 acres (15,680 sqft) vs. the proposed amount of compensation of .656 acres (28,580 sqft). The additional area of compensation proposed needs to be shown where and in what form on the site. The CUP compensation plan narrative needs to be revised to address this discrepancy to accurately show where, how much and what type the compensation plantings will be for the entire 28,580 sqft compensation area.

More detail is required on the type, amount, and location of plantings/seeding to be installed as compensation.

VILLAGE STAFF RECOMMENDATIONS

APPROVE a Conditional Use Permit to allow an encroachment into a 25' wetland setback associated with re-construction of the Holy Hill Road driveway for the proposed 270,000 sqft light manufacturing/office facility and accept the proposed compensation plan as presented in the CUP application narrative (dated March 18, 2024) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

1. If the use, activities and/or operation subject of this permit falls out of conformity with the conditions herein, or, where there is a change in the nature, character, intensity or extent of the activities or uses which causes problems or harmful effects that were not anticipated at the time of approval of this CUP, the conditional use permit may be modified or terminated by the Village Board by the amendment to or addition of conditions after public hearing thereon.
2. The Property Owner shall submit a revised compensation plan narrative and plan graphic that accurately indicates the type, amount, and location of the proposed compensation plantings and/or seeding for the entire 28,580 sqft compensation area. The revised narrative should also include more detail on the type and amount of plantings and seeding mix to be installed as compensation.
3. The Property Owner shall implement the wetland setback compensation measures as set forth in the CUP narrative (dated March 18, 2024) as part of the site development activities. Any changes to the mitigation plan or changes to any proposed development of the site that impacts the ability to implement the mitigation plan shall be reported to the Village.
4. The Property Owner shall prepare and submit an annual monitoring report to the Village concerning the management activities proposed in the CUP narrative including the planting of native vegetation. Said report shall, at a minimum, detail the type and number of seeding and plantings, activities carried out in the previous year and the observed success (or failure) of previous activities, and detail on the planned activities to be carried out for the coming year. Said report shall be submitted to the Community Development Department annually at the end of each year beginning in 2025 and for a period of three (3) years.



Fee must accompany application

\$1460

Paid

Date

3/18/24

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

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

1 APPLICANT OR AGENT

Briohn Building Corp

c/o Caitlin LaJoie

3885 N Brookfield Rd

Brookfield, WI 53045

Phone (262) 307-8792

Fax ()

E-Mail clajoie@briohn.com

PROPERTY OWNER

Green Bay Packaging, Inc.

1700 Webster Court

Green Bay, WI 54302

Phone ()

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Property Owner: Green Bay Packaging, Inc.

3 PROPERTY ADDRESS

NE Quadrant Holy Hill Road / Highway 41

TAX KEY NUMBER

079335, 073994 and 073993

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

N/A - the site is currently vacant. Site plan/architecture submitted for PC review to construct new facility for GBP.

5 DESCRIPTION OF PROPOSED OPERATION

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

24.04(3)(c)1 & 24.04(3)(c)5 and 24.04(3)(c)1

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations. To grade within 25' of mapped wetlands for the benefit of installing modified/new access to the existing gas station and proposed GBP facility.

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

See attached

7 SUPPORTING DOCUMENTATION:



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



Photos of existing use and/or proposed use operating elsewhere



Exhibit depicting construction activities near entrance at Holy Hill



8 READ AND INITIAL THE FOLLOWING:



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



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



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



I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

DocuSigned by:
Caitlin LaJoie
AB31E8AA9F1E48E...

3/15/2024

Applicant

Date

DocuSigned by:
Bryan Hollenbach
533CABDB0C014C9...

3/15/2024

Owner

Date



BRIOHN BUILDING CORPORATION

March 18, 2024

Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022

DESIGN / BUILD CONSTRUCTION

RE: Green Bay Packaging – Great Lakes Division CUP Narrative

Dear Village Staff,

Briohn Building Corporation (“Briohn”) is pleased to present the following narrative on behalf of Green Bay Packaging (“GBP”) – Great Lakes Division to the Village of Germantown (“Village”) for consideration of granting a Conditional Use Permit, allowing the development to encroach the Village’s 25-foot wetland setback restriction.

ARCHITECTURAL DESIGN

Introduction

GBP recently purchased approximately 52 acres of land to develop a new 270,000 square foot facility in the northeast quadrant of the intersection at Holy Hill Road and Hwy 41.

The land was rezoned and the comprehensive plan was amended on November 20, 2023 to support the proposed facility. The site plan and architecture will be reviewed by Plan Commission on April 8, 2024.

DEVELOPMENT

A delineation of the land completed on October 2 and 5, 2023, by Helianthus, identified wetland boundaries as shown in Figure 9. Briohn is coordinating with WDNR to receive necessary approvals to fill Wetland 3, and a portion of Wetland 4. Wetlands 1, 2, 5, and 6 will not be impacted by this development.

25-foot Wetland Setback Impacts

PROPERTY MANAGEMENT

Wetland 4 is located north of Holy Hill Road where the proposed entrance is planned to accommodate traffic to the existing gas station and GBP facility. The entrance was strategically designed to minimize wetland impact while meeting the results of a traffic impact analysis completed on February 5, 2024, by TADI.

Per Village Zoning Code Section 24.04(3)(c), *uses which are allowed upon the issuance of a conditional user permit and which may include wetland alterations only to the extent specifically provided below:*

1. *The construction and maintenance of roads which are necessary for the continuity of the Village street system, the provision of essential utility and emergency services or to provide access to the uses permitted under this subsection, provided that:*

- a. *The road cannot, as a practical matter, be located outside the wetland*
 RESPONSE: Wetland 4 runs parallel to Holy Hill Road the entire length of the property boundary.
- b. *The road is designed and constructed to minimize adverse impacts upon the natural functions of the wetland listed in section 24.07(3) of this chapter*
 RESPONSE: The proposed road was designed to minimize adverse impacts on the natural function of the wetlands
- c. *The road is designed and constructed to with the minimum cross-sectional area practical to serve the intended use*
 RESPONSE: The design was carefully considered to minimize wetland impact by crossing the wetland at the most narrow section while accounting for the intersection alignment. This design also includes revising the existing gas station entrance to enhance public safety and promote vehicle/truck circulation.
- d. *Road construction activities are carried out in the immediate area of the roadbed only*
 RESPONSE: The associated activities are for the installation of permanent access to the existing gas station and GBP, including storm pipe and retaining wall, and minimal wetland fill.
- e. *Any wetland alteration must be necessary for the construction or maintenance of the road*
 RESPONSE: The requested wetland alterations are necessary for the proposed GBP facility access.

The impacts to Wetland 4 are in direct connection to grading, storm pipe and retaining wall installation and minimal wetland fill; attached Exhibit A depicts the proposed request. The impact areas, including vertical and horizontal areas, are shown below in Table 1.

TABLE 1: WETLAND SETBACK IMPACT AREAS

Encroachment type	Encroachment Area (sf)	Compensation Ratio	Required Compensation Area (sf)
Green Space (Grading impact) – horizontal development, <=3' grade change	-	1:1	-
Green Space (Grading impact) – vertical development, >3' grade change	13,470	2:1	26,940
Impervious surfaces – horizontal development, <=3' grade change	-	1:1	-
Temporary impact for retaining wall construction	200	1:1	200
Total			27,140

Compensatory Mitigation Plan

The majority of the required compensation shown in Table 1 will be accomplished by restoring the impacted areas with native landscaping consisting of a meadow mix.

TABLE 2: WETLAND SETBACK COMPENSATION

Encroachment type	Required Compensation Area (sf)	Actual Compensation Area (sf)
Green Space (Grading impact) – horizontal development, <=3' grade change	-	-
Green Space (Grading impact) – vertical development, >3' grade change	26,940	13,000
Impervious surfaces – horizontal development, <=3' grade change	-	-
Temporary impact for retaining wall construction	200	200
Debris removal and restoration area		15,380
Total	27,140	28,580

Conclusion

Thank you for reviewing the application in consideration of granting a Conditional Use Permit for GBP to encroach the wetland setback for the benefit of improvements related to site access. The above calculations meet the Village's requirements for wetland setback impact.

We look forward to continuing the approval process with the Village. Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Caitlin LaJoie, Director of Land Development
Briohn Building Corporation
clajoie@briohn.com
262-307-8792

Legal descriptions for the three parcels GBP owns, below:

THAT PART OF THE FOLLOWING DESCRIBED LAND:

A PARCEL OF LAND LOCATED IN THE NORTHEAST $\frac{1}{4}$, NORTHWEST $\frac{1}{4}$, SOUTHEAST $\frac{1}{4}$ AND SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ AND BEING THE NORTHWEST $\frac{1}{4}$ AND SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, (INCLUDING THEREIN LOT 2 OF CERTIFIED SURVEY MAP NO. 6182, RECORDED IN THE WASHINGTON COUNTY REGISTRY ON JULY 26, 2007 IN VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 162, AS DOCUMENT NO. 1167237) VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH $\frac{1}{4}$ CORNER OF SAID 7, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE NORTH $89^{\circ} 48' 11''$ WEST, 93.49 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 7 AND CENTERLINE OF S.T.H. 167; THENCE NORTH $00^{\circ} 11' 49''$ EAST, 60.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF S.T.H. 167; THENCE NORTH $89^{\circ} 48' 11''$ WEST, 485.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH $00^{\circ} 11' 49''$ EAST, 20.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH $87^{\circ} 28' 31''$ WEST, 615.51 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH $89^{\circ} 48' 11''$ WEST, 150.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF CERTIFIED SURVEY MAP NO. 276; THENCE NORTH $00^{\circ} 11' 49''$ EAST, 60.0 FEET ALONG THE EAST LINE OF SAID CERTIFIED SURVEY MAP NO. 276 TO THE NORTHEAST CORNER OF SAID CERTIFIED SURVEY MAP NO. 276; THENCE NORTH $89^{\circ} 48' 11''$ WEST, 45.95 FEET ALONG THE NORTHERLY LINE OF SAID CERTIFIED SURVEY MAP NO. 276; THENCE NORTH $82^{\circ} 04' 28''$ WEST, 264.74 FEET ALONG THE NORTHERLY LINE OF SAID CERTIFIED SURVEY MAP NO. 276 TO THE SOUTHEAST CORNER OF CERTIFIED SURVEY MAP NO. 279; THENCE NORTH $11^{\circ} 52' 35''$ WEST, 250.00 FEET ALONG THE EAST LINE OF SAID CERTIFIED SURVEY MAP NO. 279; THENCE NORTH $82^{\circ} 04' 28''$ WEST, 250.00 FEET ALONG THE NORTH LINE OF SAID CERTIFIED SURVEY MAP NO. 279; THENCE SOUTH $11^{\circ} 52' 35''$ EAST, 250.00 FEET ALONG THE WEST LINE OF SAID CERTIFIED SURVEY MAP NO. 279 TO THE NORTHERLY LINE OF CERTIFIED SURVEY MAP NO. 276; THENCE NORTH $82^{\circ} 04' 28''$ WEST, 209.37 FEET ALONG THE NORTHERLY LINE OF SAID CERTIFIED SURVEY MAP NO. 276 TO THE EASTERLY RIGHT OF LINE OF U.S.H. 41; THENCE NORTH $11^{\circ} 59' 55''$ WEST, 1386.25 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH $00^{\circ} 54' 48''$ WEST, 370.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH $89^{\circ} 36' 36''$ EAST, 1057.51 FEET TO CERTIFIED SURVEY MAP NO. 51; THENCE ALONG THE EXTERIOR OF SAID CERTIFIED SURVEY MAP NO. 51 AS FOLLOWS: SOUTH $00^{\circ} 49' 40''$ EAST, 32.08 FEET; THENCE NORTH $89^{\circ} 19' 40''$ WEST, 230.00 FEET; THENCE SOUTH $15^{\circ} 15' 55''$ EAST, 223.60 FEET; THENCE SOUTH $89^{\circ} 19' 40''$ EAST, 354.30 FEET; THENCE NORTH $00^{\circ} 49' 40''$ WEST, 215.75 FEET; THENCE LEAVING SAID EXTERIOR OF CERTIFIED SURVEY MAP NO. 51, NORTH $89^{\circ} 32' 40''$ WEST, 114.05 FEET; THENCE NORTH $00^{\circ} 49' 40''$ WEST, 693.41 FEET TO THE NORTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 7 AND THE CENTERLINE OF W. ROCKFIELD ROAD; THENCE SOUTH $89^{\circ} 32' 40''$ EAST, 1214.33 FEET ALONG SAID NORTH LINE AND CENTERLINE TO THE CENTER OF SAID SECTION 7; THENCE SOUTH $89^{\circ} 33' 23''$ EAST, 1320.85 FEET ALONG THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 7 AND THE CENTER LINE OF W. ROCKFIELD ROAD TO THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 7; THENCE SOUTH $01^{\circ} 34' 39''$ EAST, 2637.22 FEET ALONG THE

EAST LINE OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 7 TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 7 AND CENTERLINE OF S.T.H. 167; THENCE NORTH $89^{\circ} 41' 41''$ WEST, 1321.52 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 7 AND SAID CENTERLINE TO THE POINT OF BEGINNING. EXCEPTING THEREFROM LOT 1 OF CERTIFIED SURVEY MAP NO. 6182 RECORDED JULY 26, 2007 IN VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 162, AS DOCUMENT NO. 1167237. FURTHER EXCEPTING THEREFROM CERTIFIED SURVEY MAP NO. 1963 RECORDED IN VOLUME 10 OF CERTIFIED SURVEY MAPS, PAGE 121, AS DOCUMENT NO. 406961.

The North Half of the Northwest Quarter of the SOUTHWEST Quarter ($N \frac{1}{2} NW \frac{1}{4} SW \frac{1}{4}$) of Section Seven (7), Town Nine (9) North, Range Twenty (20) East, Village of Germantown, Washington County, Wisconsin, EXCEPTING THEREFROM Two (2) parcels of land, described as follows:

1. That portion conveyed to Washington County as disclosed by Warranty Deed recorded on April 12, 1950, in Volume 176, Page 575, as Document No. 208044.
2. That portion described by Award of Damages recorded on January 2, 1969, in Volume 459, Page 540, as Document No. 305048.

Tax Key No. GTVN 073993



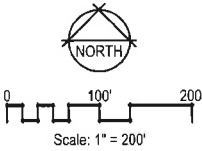
HELIANTHUS

ADAMS GARDEN PARK
1836 W. FOND DU LAC AVE, SUITE 100
MILWAUKEE, WI 53204
www.healthyenvironmentsdesigned.com

CLIENT ADDRESS:
BRIORN DESIGN GROUP, LLC
3885 N. BROOKFIELD RD. STE. 200
BROOKFIELD, WI 53045

WETLAND BOUNDARY MAP

GREEN BAY PACKAGING SITE
GERMANTOWN, WI 53076



Drawn By	BJY
Project Number	23-200
Date	12-07-2023
Sheet	1.0
Exhibit	

FIGURE 9

0.31 AC OF 25' VILLAGE
WETLAND SETBACK REQUEST
TO BE WAIVED TO ALLOW FOR
GRADING, STORM PIPE AND
RETAINING WALL
INSTALL, AND MINIMAL
WETLAND FILL.

DEBRIS REMOVAL
RESTORATION AREA

DEBRIS REMOVAL
RESTORATION AREA

WET LAND
DELINEATED ON 10-05-23

0.36 AC. TILL TOPSOIL
PREAD WETLAND VEGETATIVE
SEEDING TO PROMOTE
WETLAND EXPANSION

10,000 SF
WETLAND FILL



HOLY HILL ROAD

APPROXIMATE LOCATION 16" WATER MAIN (PER PLAN)

APPROXIMATE LOCATION 16" WATER MAIN (PER PLAN)

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 20, 2024

PLACEMENT: Agreement

ITEM TITLE: Resolution approving a Letter Agreement with Briohn Building
Concerning Wetland Fill related to the Relocation of 48th Street

SUBMITTED BY:

SUMMARY EXPLANATION:

As identified in the wetland fill CUP application item on tonight's agenda, there is some wetland fill and encroachment that will be necessary for the Green Bay Packaging project along Holy Hill Road resulting from the expansion/relocation of the access road to the site. The attached Resolution and Agreement confirm the terms discussed with Green Bay Packaging that the Village has no cost responsibility related to the roadway. This Agreement is necessary because part of the fill/disturbance will be on land eventually dedicated to the Village of the road right of way.

ATTACHMENT:

1. Resolution re Briohn Wetland Fill
2. Letter Agreement - Fill Permit (LKW 5-10-24)

RECOMMENDATION:

A motion to approve the Resolution as presented.

ACTION BY Committee:

VILLAGE OF GERMANTOWN

RESOLUTION NO. ____-2024

A RESOLUTION APPROVING A LETTER AGREEMENT WITH BRIOHN BUILDING
CONCERNING WETLAND FILL RELATED TO THE RELOCATION OF 48TH STREET

WHEREAS, Briohn Building is the general contractor for the Green Bay Packaging project located north of Holy Hill Road along Interstate 4; and

WHEREAS, the plans for the Green Bay Packaging Development involve the relocation/reconstruction of 48th Street, the frontage road along Holy Hill Road providing access to the gas station in that area; and

WHEREAS, in order to complete this relocation, some wetland fill will be necessary requiring an application to be filed with the Department of Natural Resources which requires the Village's authorization; and

WHEREAS, Green Bay Packaging is responsible for all costs associated with the relocation of the road, and best practice is to have an agreement allocating that responsibility.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that the Letter Agreement with Briohn Building wetland fill related to the relocation of 48th Street in the form as attached is approved subject to any technical or legal changes deemed necessary and appropriate by the Village Attorney.

BE IT FURTHER RESOLVED that the Village Administrator is authorized and directed execute and deliver the same.

Introduced by: _____

Adopted: May 20, 2024

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

Letter Agreement

THIS LETTER AGREEMENT (“Agreement”) is made and effective as of May __, 2024, by and between Briohn Building Corp. (“**Contractor**”) and the Village of Germantown (“**Village**”).

W I T N E S S E T H:

WHEREAS, Contractor is constructing a building for Green Bay Packing Inc. at that certain property located at [REDACTED] Holy Hill Road and Hwy 41, Germantown (the “**Property**”);

WHEREAS, Contractor requests that the Village execute a general fill application for submission to the Wisconsin Department of Natural Resources (the “**Fill Application**”) to fill a portion of Wetland 4 as set forth on the attached Exhibit A; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and the Village hereby agree as follows:

1. Execution of Fill Permit. Contractor agrees that by the Village’s execution of the Fill Application, the Village is not assuming or accepting any financial responsibility relating to the Fill Application, whether or not the Wisconsin Department of Natural Resources (the “**WDNR**”) determines that credits must be purchased as part of the fill approval (the “**Credits**”). Contractor agrees to assume all responsibility for any Credits and other costs related to the Fill Application as may be required by the WDNR.
2. Authorization. Each party represents that the person executing this Agreement for such party is acting on behalf of such party and is duly authorized to execute this Agreement for such party.
3. Successors and Assigns. All covenants and agreements hereunder shall be binding upon and inure to the benefit of and be enforceable by or against each of the parties hereto and their respective successors and assigns.
4. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and enforceable to the extent permitted by law.

5. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Wisconsin, with venue in Washington County without regard to conflict of laws principles.
6. Notice. Any notices which may be given pursuant to this Agreement shall be given in writing and shall be sent via a commercially recognized overnight courier service to the following address:

Briohn Building Corp.
3885 N. Brookfield Road, Suite 200
Brookfield, WI 53045

Village of Germantown
N112W17001 Mequon Rd
Germantown, WI 53022
7. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile or in PDF or other format by electronic mail shall be binding upon Contractor and the Village with the same force and effect as original signatures.

(Signatures contained on the following page.)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

CONTRACTOR:

BRIOHN BUILDING CORP.

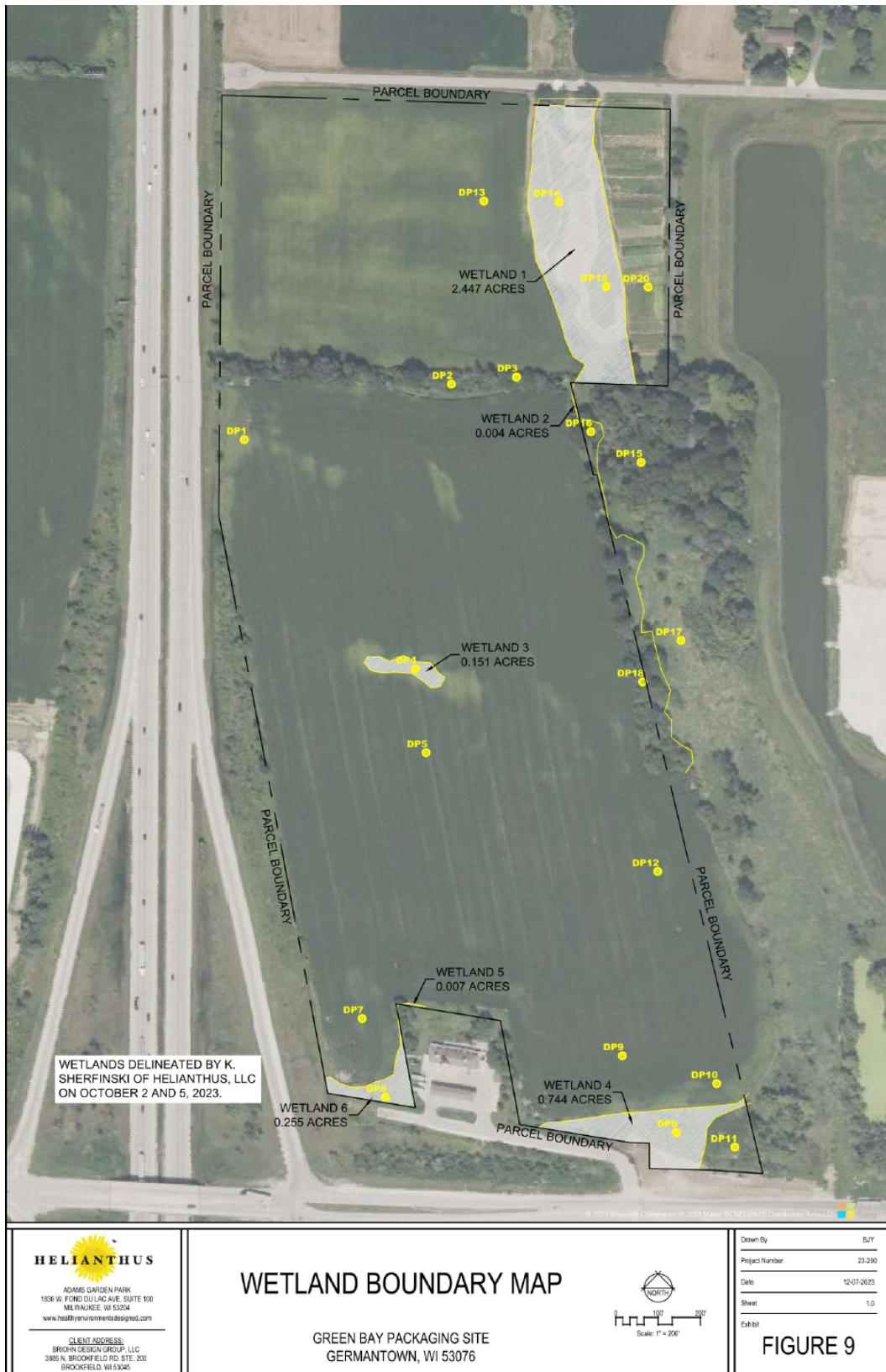
By: _____
Nelson E. Williams, CEO

VILLAGE:

VILLAGE OF GERMANTOWN

By: _____
Name: _____
Title: _____

EXHIBIT A
WETLANDS



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BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 20, 2024

PLACEMENT: Action Item

ITEM TITLE: Jim Tollar, Agent for Berean Bible Society, Property Owner - N112 W17761 Mequon Road. 2-lot Certified Survey Map (CSM).
(ACTION)

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

SUMMARY EXPLANATION:

The Brean Bible Society, property owner, is requesting approval of a 2-lot Certified Survey Map (CSM) to divide a 7.8-acre parcel located at N112 W17761 Mequon Road.

As described in the application, the Berean Bible Society does not need the southern portion of the property for their operation and wants to create a separate parcel for future development. The proposed CSM divides the property into two (2) parcels:

Lot 1: 3.39 acres contains the existing Berean Bible Society building

Lot 2: 4.43 acres undeveloped

ATTACHMENT:

1. Berean Bible 5-13-24

RECOMMENDATION:

ACTION BY Committee:

The Plan Commission recommendation is to **APPROVE** the proposed 2-lot Certified Survey Map (CSM) for the Berean Bible Society property located at N112 W17761 Mequon Road subject to the following conditions:

1. All technical issues and corrections identified by the Village Surveyor (see April 5, 2024 memo from Burt Naumann, GRAEF) shall be addressed and reflected in a revised CSM reviewed and approved by Village staff prior to recording.
2. The name of the Village Clerk shown in the Village approval certificate on Sheet 4 of 4 should be changed to the current Village Clerk "Donna Ott, Village Clerk".
3. The developer shall dedicate 20' of right-of-way along the entire east property for future public road construction of Grace Way south of Mequon Road.
4. A note and/or other feature shall be added to the CSM that specifically prohibits direct access to Mequon Road from Lot 1.

CERTIFIED SURVEY MAP (CSM) APPLICATION

5/13/24 Plan Commission Meeting

Berean Bible Society

Village Planner Report

Germantown, Wisconsin

Summary

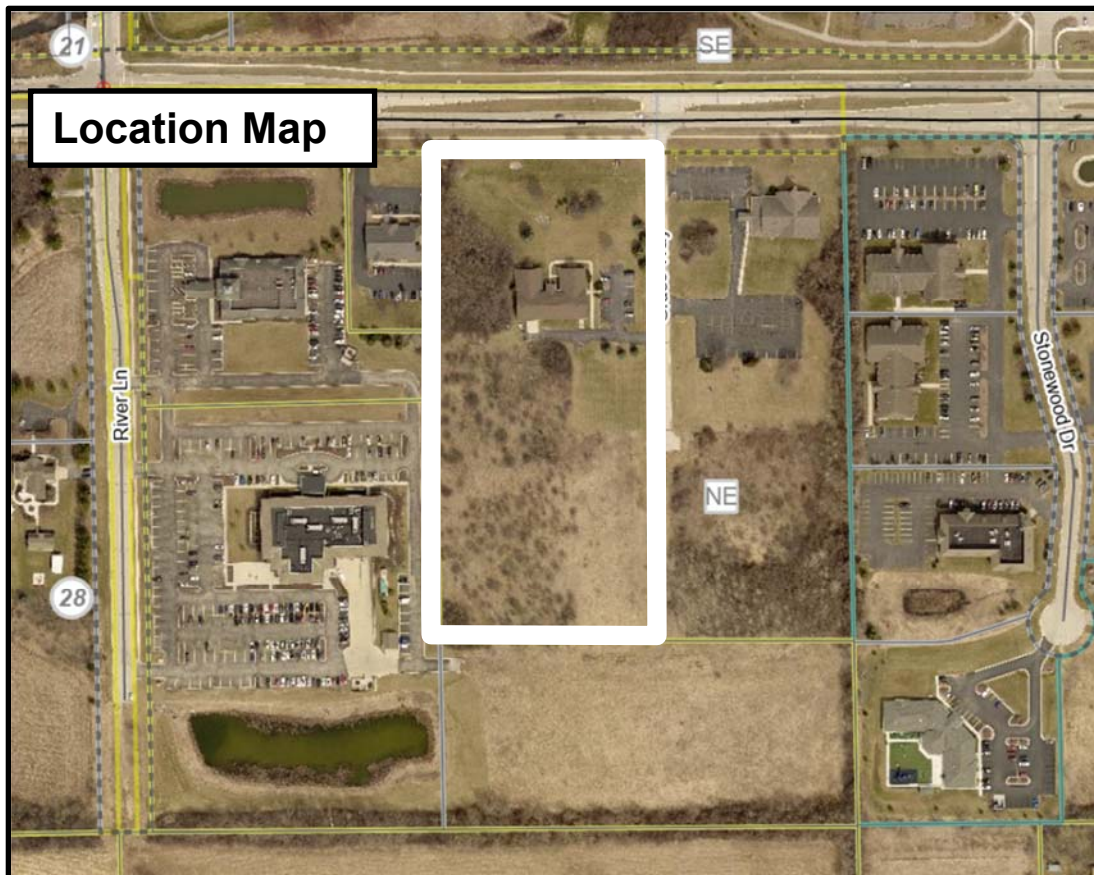
Jim Tollar, Business Manager and agent for the Brean Bible Society, property owner, is requesting approval of a 2-lot Certified Survey Map (CSM) to divide a 7.8-acre parcel located at N112 W17761 Mequon Road.

Property Location: N112 W17761 Mequon Road

Property Owner: Jim Tollar, Business Manager
Brean Bible Society
N112 W17761 Mequon Road
Germantown, WI

Current Zoning: B-4: Professional Office

Adjacent Land Uses		Zoning
North	Business/Professional Office	B-1/B-4/I
South	Professional Office	B-4
East	Professional Office	B-4
West	Professional Office	B-4



Proposal

Jim Tollar, Business Manager and agent for the Brean Bible Society, property owner, is requesting approval of a 2-lot Certified Survey Map (CSM) to divide a 7.8-acre parcel located at N112 W17761 Mequon Road.

As described in the application, the Berean Bible Society does not need the southern portion of the property for their operation and wants to create a separate parcel for future development. The proposed CSM divides the property into two (2) parcels:

Lot 1: 3.39 acres contains the existing Berean Bible Society building

Lot 2: 4.43 acres undeveloped

Staff CommentsCommunity Development: Planning & Zoning

As shown on the CSM, access to proposed Lot 2 (4.43 ac parcel) will be to Grace Way, an existing private street located along a portion of the east property line of the Berean property (to a point about 600' south of Mequon Road).

Sometime between 2000 and 2005, the private driveway that served what is now the Berean House of Worship property (formerly Stoney Hill Church) on the east side and the Berean Bible Society property (on the west side) was re-constructed to street standards with maintenance by the Village. Both parcels were required to reserve land along the common property line: 20' was "reserved" on the east side along the Berean Bible Society property and 40' reserved along the west side of the Berean House of Worship property. The reservation was required in anticipation of future public street construction and extension to the south (as was discussed in December, 2023 when the property to the south was also divided for future development purposes). Once accepted by the Village as a public right-of-way, it would eventually be required to be improved to public street standards all the way to the end of these parcels.

For this reason, Staff recommends that the 20' road reservation along the east side of the Berean Bible Society property be dedicated as part of the CSM and perpetuated as a "road reservation".

Also, although the existing Berean Bible building/facility is accessed from Grace Way, Staff recommends adding a note and/or other feature to the CSM that specifically prohibits direct access to Mequon Road from Lot 1.

Public Works/ Village Engineer/Village Surveyor

The Village Surveyor has identified a series of minor technical corrections in an April 5, 2024 memo that will need to be addressed in a revised CSM prior to recording.

VILLAGE STAFF RECOMMENDATIONS

APPROVE the proposed 2-lot Certified Survey Map (CSM) for the Berean Bible Society property located at N112 W17761 Mequon Road subject to the following conditions:

1. All technical issues and corrections identified by the Village Surveyor (see April 5, 2024 memo from Burt Naumann, GRAEF) shall be addressed and reflected in a revised CSM reviewed and approved by Village staff prior to recording.
2. The name of the Village Clerk shown in the Village approval certificate on Sheet 4 of 4 should be changed to the current Village Clerk "Donna Ott, Village Clerk".
3. The developer shall dedicate 20' of right-of-way along the entire east property for future public road construction of Grace Way south of Mequon Road.
4. A note and/or other feature shall be added to the CSM that specifically prohibits direct access to Mequon Road from Lot 1.



April 5, 2024

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

SUBJECT: Berean Bible Society CSM Review

Certified Survey Map

Applicant or Owner: Berean Bible Society

Land Surveyor/Firm: Robert C. Beilfuss / Point Land Surveying & Mapping

1. The North $\frac{1}{4}$ corner of Section 28 is labeled as the NW corner of Section 28.
2. Label the 120' ROW of Mequon Road.
3. All existing utility and drainage easements with recording information should be shown and dimensioned, if applicable.
4. A Mortgagee Certificate will need to be included, if applicable.
5. Label the recording information for the document used to dedicate the right of way for Mequon Road.
6. Should the 20' Grace Way road reservation be dedicated with this CSM?
7. The symbol in the legend for 1" Iron Pipe Found does not match what is shown on the drawing.
8. In the Village Board Approval, Donna Ott is Village Clerk.

No further review comments.

Document Approval and Recording

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

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

Document Submittals and Data Conversion

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

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

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

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

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

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

Sincerely,



Burt J. Naumann, PLS
Senior Vice President



Fee must accompany application

- ☐ \$2,900 with public improvements
☒ \$1,960 no public improvements

Paid \$ Date 3/12/24

CERTIFIED SURVEY MAP APPLICATION

Pursuant to Section 18.06 of the Municipal Code

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

1 APPLICANT OR AGENT

JIM TOLLAR
BUSINESS MANAGER

Phone (262) 255-4750

Fax ()

E-Mail BUSINESSMANAGER@BEREANBIBLESOCIETY.ORG

PROPERTY OWNER

BEREAN BIBLE SOCIETY
N112W17761 MEQUON ROAD
GERMANTOWN, WI. 53022

Phone (262) 255-4750

2

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

N112W17761 MEQUON RD, GERMANTOWN WI
53022

36-2256600

3

PURPOSE OF LAND SPLIT

NOT REQUIRED FOR THE FUTURE
OF THE BEREAN BIBLE SOCIETY

Will the land split require rezoning?

NO - PER JEFF RETZLAFF - 10/5/23

From

To

4

READ AND INITIAL THE FOLLOWING:

✓

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

✓

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

✓

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

✓

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

5

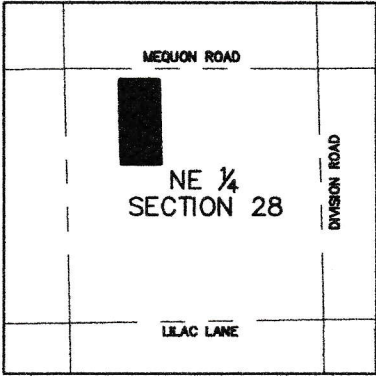
SIGNATURES - ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Jim Tollar 10/5/23
Applicant Date

R. J. Sh 10-9-23
Owner / PRESIDENT Date

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF LOT 2 CERTIFIED SURVEY MAP NO. 4435 LOCATED IN THAT OF PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 20 EAST, OF THE FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



LOCATION MAP

NE 1/4 SECTION 28
T 9 N, R 20 E
1" = 2000'

Point Land Surveying & Mapping
W174 N9467 Joper Road
Menomonee Falls, Wisconsin 53051
262-250-8003

Robert C. Beilfuss
Professional Land Surveyor

SURVEY PREPARED FOR:
BEREAN BIBLE SOCIETY
N112 W11761 MEQUON ROAD
GERMANTOWN, WI.

MEQUON ROAD
R/W VARIES

NE 1/4 CORNER OF
SECTION 28-9-20
CONC. MON. W/
ALUMINUM CAP

21 21
28 28
N89°55'08"E 430.01'
N 89°55'14" E (REC.)

S 89°55'08" W 2639.09'
NORTH LINE OF THE NORTHEAST 1/4

21 22
28 27

NW 1/4 CORNER OF
SECTION 28-9-20
CONC. MON. W/
ALUMINUM CAP

TOTAL AREA
340795 Sq. Feet
7.8236 Acres

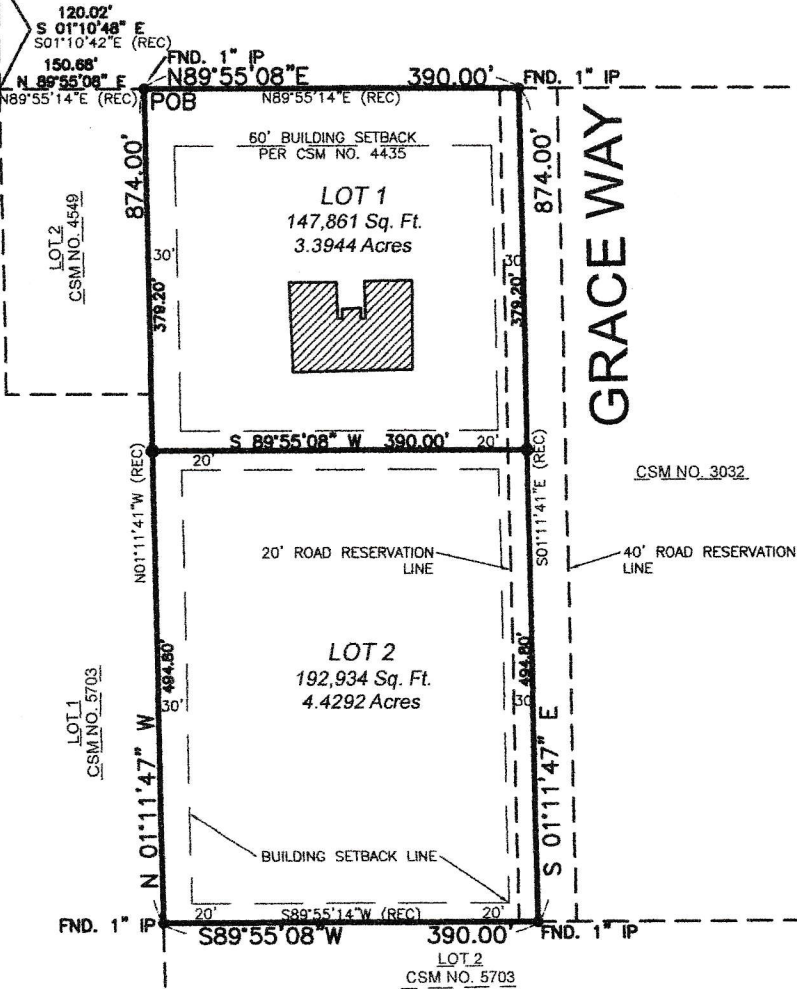
LOT 1
147,861 Sq. Ft.
3.3944 Acres

LOT 2
192,934 Sq. Ft.
4.4292 Acres

ZONING B-1

BUILDING SETBACKS

FRONT 30'
SIDE 20'
REAR 30'



LEGEND:

● INDICATES 3/4"X 18" IRON ROD SET WITH CAP
WEIGHING 1.50 LBS. PER LINEAL FOOT.

○ INDICATES 1" IRON PIPE FOUND

BEARING BASIS:

ALL BEARINGS ARE REFERENCED TO GRID
NORTH OF THE WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE. THE
NORTH LINE OF THE NE 1/4 OF SECTION
28-9-20 WAS USED AS N 89°55'08" E.

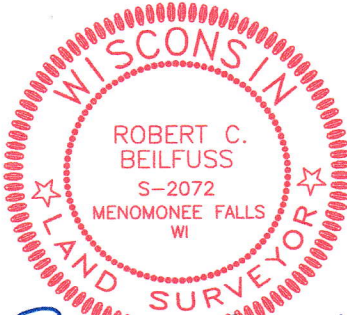
DATUM: NAD 83, 2011 ADJUSTMENT

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.

Survey Prepared For:
Berean Bible Society
N112 W11761 Mequon Road
Germantown, Wisconsin



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

DATED THIS 11TH DAY OF MARCH, 2024.
THIS INSTRUMENT WAS DRAFTED BY ROBERT C. BEILFUSS, S-2072, SHEET 1 OF 4

C:\PROJECTS\2023-05\DWG\BEREAN CSM.DWG

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 2 of Certified Survey Map No. 4435 located in the Northwest ¼ of the Northeast ¼ of Section 28, Township 9 North, Range 20 East of the Fourth Principal Meridian, in the Village of Germantown, County of Washington, State of Wisconsin.

SURVEYOR’S CERTIFICATE:

State of Wisconsin)
) SS
County of Waukesha)

I, Robert C. Beilfuss, Professional Land Surveyor, do hereby certify that I have surveyed, divided and mapped a redivision of Lot 2 of Certified Survey Map No. 4435 located in the Northwest ¼ of the Northeast ¼ of Section 28, Township 9 North, Range 20 East of the Fourth Principal Meridian, in the Village of Germantown, County of Washington, State of Wisconsin, bounded and described as follows:

Commencing at a 6” round concrete monument with an aluminum cap marking the North ¼ corner of Section 28, Township 9 North, Range 20 East of the Fourth Principal Meridian in the Village of Germantown, Washington County Wisconsin thence North 89°55’08” East (North 89°55’14” East, Rec.), along the north line of the Northeast ¼ of said Section, 430.01’ feet; thence South 01°10’48” East (South 01°10’42” East Rec.) 120.02 feet to the south right of way line of Mequon Road (STH-167); thence North 89°55’08 East (North 89°55’14” East, Rec.) along said south right of way line, 150.68’ feet to a found 1” iron pipe marking the point of beginning of the lands to be described;

Thence continuing North 89°55’08 East (North 89°55’14” East, Rec.) along said south right of way line, 390.00’ feet to a found 1” iron pipe; thence South 01°11’47” East (South 01°11’41” East, Rec.) 874.00 feet to a found 1” iron pipe; thence South 89°55’08” West (South 89°55’14” West, Rec.), 390.00 feet to a found 1” iron pipe; thence North 01°11’47” West (North 01°11’41” West, Rec.), 874.00 feet to the point of beginning.

Containing in all 340,795 square feet (7.8236 acres of land, more or less).

That I have made such survey, land division and map by the direction of Berean Bible Society, 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 the Village of Germantown Subdivision Control Ordinance in surveying, dividing and mapping the same.

Dated this 11th day of March, 2024.


Robert C. Beilfuss, P.L.S.
Professional Land Surveyor, S-2072



CERTIFIED SURVEY MAP NO.

Being a redivision of Lot 2 of Certified Survey Map No. 4435 located in the Northwest ¼ of the Northeast ¼ of Section 28, Township 9 North, Range 20 East of the Fourth Principal Meridian, in the Village of Germantown, County of Washington, State of Wisconsin.

OWNER'S CERTIFICATE

Berean Bible Society, a corporation duly organized and existing under and by virtue of the Laws of the State of Wisconsin, as owner, does hereby certify that said corporation 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 the Village of Germantown Subdivision Control Ordinance.

In Witness whereof, the said Berean Bible Society, has caused these presents to be signed by Kevin Sadler President, and countersigned by John Fredrickson, Board President, at _____, Wisconsin, this _____ day of _____, 2024.

Berean Bible Society

President

Board President

State of _____)
) SS
_____ County)

Personally, came before me this _____ day of _____, 2024, the above-named Kevin Sadler, and John Fredrickson of the above-named corporation, to me known to be such President and Board President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Notary Public, _____ County, _____

My Commission Expires _____

Dated this _____ day of _____, 2024.

Robert C. Beilfuss
Robert C. Beilfuss, P.L.S.
Professional Land Surveyor, S-2072



This instrument was drafted by Robert C. Beilfuss, S-2072
Job No. 2023-05

Sheet 3 of 4

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Lot 2 of Certified Survey Map No. 4435 located in the Northwest ¼ of the Northeast ¼ of Section 28, Township 9 North, Range 20 East of the Fourth Principal Meridian, in the Village of Germantown, County of Washington, State of Wisconsin.

VILLAGE OF GERMANTOWN PLAN COMMISSION APPROVAL

This land division, Certified Survey Map No. _____, is hereby approved by the Germanton Plan Commission as being in conformance with the Village Subdivision Ordinance this _____ day of _____, 2024

_____ Dean Wolter, Chairman	_____ Date
_____ Laura A. Johnson, Secretary	_____ Date

VILLAGE BOARD APPROVAL

Resolved that this Certified Survey Map, being a redivision of Lot 2 of Certified Survey Map No. 4435 located in the Northwest ¼ of the Northeast ¼ of Section 28, Township 9 North, Range 20 East of the Fourth Principal Meridian, in the Village of Germantown, County of Washington, State of 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 _____, 2024.

_____ Dean Wolter, Village President	_____ Date
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ATTEST:

_____ Donna Cox, Village Clerk	_____ Date
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Robert C Beilfuss
Robert C. Beilfuss, R.L.S.
Registered Land Surveyor, S-2072

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 20, 2024

PLACEMENT: Ordinance

ITEM TITLE: Village of Germantown Community Development Department - Proposed Ordinance for Text Amendments to Chapter 17 of the Village of Germantown Municipal Code: 17.07 Temporary Uses; 17.08 Definitions; 17.33 M-1 Limited Industrial District; and 17.41 Accessory Uses, Buildings and Structures. (ACTION)

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

SUMMARY EXPLANATION:

Staff is proposing several text amendments to various sections in the Village Zoning Code as detailed in the attached draft ordinance and staff report.

ATTACHMENT:

1. Text Amendments 5-13-24

RECOMMENDATION:

ACTION BY Committee:

The Plan Commission recommendation is to **APPROVE** the proposed Zoning Code text amendments are drafted.

VILLAGE CODE TEXT AMENDMENTS

5/13/24 Plan Commission Meeting

Germantown Community Development Department

Village Planner Report

Germantown, Wisconsin

Summary

The Community Development Department is proposing a series of minor text amendments to Section 17 (Zoning Code) including some new definitions, clarification of accessory building & structure requirements, clarification of Temporary Use Permit requirements, and conditional uses in the M-1: Limited Industrial District.

Staff is proposing several text amendments to various sections in the Village Code as detailed in the attached draft ordinance and summarized below:

Amendment #1 (see *Section 1*)

The amendment to Section 17.07 specifically provides more than one Temporary Use Permit (TUP) may be granted in succession by the Zoning Administrator or Plan Commission. Historically, the granting of more than one TUP in succession for a given use has occurred, usually when the property owner is waiting to finalize plans or other steps needed to complete a permanent solution for the use or activity. For example, successive TUP's have been granted to the Bier Stube for expansion of the beer garden during COVID. Successive TUP's were granted to Goodwill Industries when they were deciding whether to install a permanent donation drop-off facility in place of a semi-trailer they dropped off in the Sendik's parking lot a few years ago. Staff feels that this allowance needs to be spelled out in the code one way or another depending on PC and VB discussion.

Amendment #2 & Amendment #3 (see *Section 2 & Section 3*)

This amendment creates/clarifies three definitions in the Definitions section of the Zoning Code. The first two, "Horticultural Services" and "Snow Removal Services", for specific business operations that are very common in our area and, in Staff's opinion, there is not enough direction in the Code to deal with these types of business operations. By their nature, the vehicles, equipment and materials used in these businesses can vary dramatically. Also, these businesses usually involve the storage of large amounts of equipment used seasonally and large amounts of product, e.g. mulch, stone, salt, kept in open containers for ease of access. These uses may not be best suited for the B-1: Neighborhood and B-2: Community Business Districts that they are currently allowed "by right". We have learned from existing business operations such as TLC Acres and DJ Frank that there is no one typical business operation and that handling these as conditional uses gives the Village the best opportunity to address the nuances of each type of operation.

In the last year, there have been multiple business operators with one or both uses under one business that wants to locate on industrial zoned property in the Village.

With respect to “Horticultural Services”, this use is listed as a permitted use in the B-1 & B-2 Business Districts and as a conditional use in the A-2: Agricultural District. This amendment creates a conditional use in the M-1 District for both uses.

Amendment #4 (*see Section 4*)

The proposed amendment to Section 17.41 clarifies the number and type of “temporary storage structures” that can be constructed/installed on all residential and agricultural property. The amendment also increases the period that a temporary storage structure can be installed on a property without a permit from 30 to 180 days and clarifies when a temporary use permit can be used to exceed this limit. The amendment creates a provision for temporary storage structures for agricultural property and provides an exemption if the temporary storage structure is used exclusively for agricultural purposes.

A recommendation from the Plan Commission is necessary to move the proposed code amendments to the Village Board for consideration and action.

**AN ORDINANCE AMENDING CHAPTER 17 (ZONING CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE**

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

SECTION 1. That Section 17.07 (General Provisions) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

(1) TEMPORARY USES.

Temporary uses shall be permitted as listed within the zoning district in which the proposed temporary use is located, but only provided that:

- i. More than one Temporary Use Permit may be granted in succession by the Zoning Administrator or Plan Commission with good cause.

SECTION 2. That Section 17.08 (Definitions) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

(42a) HORTICULTURAL SERVICES. Business operations where the primary uses and activities are related to the design of landscaping, the installation and/or maintenance of landscaping plants, trees, shrubs, lawns, and hardscapes including irrigation systems, patios, pathways, retaining walls, etc. for public and private clients where the work is conducted off-site at the client property. Some businesses store plants and landscaping materials on-site for use in the business or retail sale to patrons who visit the property.

(77a) SNOW REMOVAL SERVICES. Business operations where the primary uses and activities are related to the plowing, melting and/or removal of snow and ice on a seasonal basis. Some businesses store salt and other products for melting snow and ice on-site that are intended to be transported and spread on public and private roads, driveways, and properties.

(82a) STRUCTURE, TEMPORARY STORAGE. See Section 17.41(7)(a).

SECTION 3. That Section 17.33 (M-1: Limited Industrial District) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

17.33 - M-1 LIMITED INDUSTRIAL DISTRICT.

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

AN ORDINANCE AMENDING CHAPTER 17 (ZONING CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE

(3) CONDITIONAL USES

- k. Horticultural Services
- l. Snow Removal Services.

SECTION 4. That Section 17.41 is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

**17.41 - ~~RESIDENTIAL~~ ACCESSORY USE, BUILDING AND STRUCTURES
RESTRICTIONS.**

1) SIZE AND NUMBER LIMITATIONS.

- a) In the single-family and 2-family zoning districts (Rs-1 through Rs-7 and Rd-2), each residential dwelling shall be constructed to include an attached garage and/or a detached garage (i.e. detached accessory building). Where a dwelling contains a single attached garage, subject to the maximum lot coverage, building height, building setback or other applicable allowances and limitations, there is no specific size (area) limit for an attached garage. A dwelling within the Rs-1 or Rs-2 District may include a second attached garage provided that such garage complies with the area standards in (b). (Am. Ord. #02-18)
- b) The maximum size of a second attached garage and the maximum size and number of detached accessory buildings allowed per lot or parcel in the single-family, 2-family, and multi-family each residential zoning district s shall be as set forth in Table 1 below.

7) TEMPORARY STORAGE STRUCTURES.

- b) The use of Temporary Storage Structures as defined herein ~~intended for~~ may be permitted in any single-family or 2-family zoning district (including the Rs-1 through Rs-7 and Rd-2 Districts) provided that:
 - i) Temporary storage structures may be installed on a property for a period not to exceed 180 30 consecutive or cumulative days without a permit or approval from the Village if said structure is used for temporarily storing or moving vehicles, equipment, building materials, household or personal items while the property owner is moving to/from the property, the property is being renovated, or for any emergency or other reasonable purpose deemed acceptable by the Zoning Administrator. Temporary storage structures allowed under this provision may be located in a front, side or rear yard of a property with a minimum setback of 10 feet from property lines;
 - ii) ~~Temporary storage structures installed on a property for a period greater than 30 but less than 90 consecutive or cumulative days may be allowed with a "Temporary Storage Structure Zoning Permit" issued by the Village. Temporary storage structures allowed under this provision may be located only in a side or rear yard of a property with a minimum setback of 10 feet from property lines;~~

AN ORDINANCE AMENDING CHAPTER 17 (ZONING CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE

-
- iii) Temporary storage structures installed on a property for a period greater than 90 but less than 180 consecutive or cumulative days may be allowed as a "temporary use" subject to the temporary use permit requirements under section 17.07(2a). Temporary storage structures allowed under this provision may be located only in a side or rear yard of a property and meet all applicable building setback requirements;
 - iv) Property owners/tenants who want to install a temporary storage structure on a property for a period greater than 180 consecutive or cumulative days can only do so if more than one temporary use permit is issued by the Village pursuant to section 3. above.

c) The use of Temporary Storage Structures as defined herein may be permitted in any agricultural district (including the A-1 and A- Districts) provided that:

- i) Temporary storage structures may be installed on a property for a period not to exceed 180 consecutive or cumulative days without a permit or approval from the Village if said structure is used for agricultural uses or for storing equipment, building materials, household or personal items while the property owner is constructing a permanent building on the property, if the dwelling on the property is being renovated, or for any emergency or other reasonable purpose deemed acceptable by the Zoning Administrator. Temporary storage structures allowed under this provision shall be located in a rear yard of a property and meet minimum setback requirements;
- ii) Temporary storage structures installed on a property for a period greater than 180 consecutive or cumulative days may be permitted as a "temporary use" subject to the temporary use permit requirements under section 17.07(2a). Structures meeting the definition of a "temporary storage structure" that are used exclusively for agricultural purposes may be exempt from these restrictions if deemed acceptable by the Zoning Administrator or Plan Commission.
- iii) Property owners/tenants who want to install a temporary storage structure on a property for a period greater than 180 consecutive or cumulative days can only do so if more than one temporary use permit is issued by the Village.

SECTION 5. 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: _____, 2024

Vote: Ayes: _____
Nays: _____

Dean Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

**AN ORDINANCE AMENDING CHAPTER 17 (ZONING CODE)
OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE**

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

DRAFT

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: May 20, 2024

PLACEMENT: Agreement

ITEM TITLE: Settlement Agreement and Release between the Village and Heritage Place Joint Venture related to Impact Fees

SUBMITTED BY:

SUMMARY EXPLANATION:

At the February 5, 2024, meeting, the Village Board provided direction and approval related to a settlement of the Impact Fee Appeal filed by Heritage Place Joint Venture and JBJ Companies (collectively "Heritage Place"). As a reminder, Heritage Place sought a refund of the \$1,071,315 in impact fees they had paid for the Saxony Village development. After review, my office identified multiple inconsistencies or errors in the imposition of the impact fees in this case. For example, the Saxony Village Development Agreement utilized an incorrect figure for the fire impact fee which resulted in an over-payment. After considering the factors in closed session, the Board authorized a proposed settlement which would return \$310,000 in impact fees. At that time, I indicated that we would bring the final agreement back for official approval. Part of the reason for this was that the Board desired to negotiate the freedom to allocate the \$310,000 as it deemed appropriate given that some impact fee funds have already been allocated or committed and there was a desire not to create a deficit in those accounts based on those allocations. The final agreement includes that flexibility.

As proposed at the meeting, I have worked with staff to identify a proposed allocation of the refund. That allocation is:

<u>Fund</u>	<u>Amount</u>	<u>Percentage</u>
Police	\$ 28,372	9%
Fire	\$22,539	7%
Park And Rec	\$38,276	12%
Water Impact	\$65,812	21%
Sewer Connection	\$155,000	50%

For your reference, the following is the applicable year-end (YE22) balance for the various impact fee accounts:

<u>Fund</u>	<u>YE22 Balance</u>
Police	\$143,851
Fire	\$114,278
Park And Rec	\$194,067
Water Impact	\$333,675

Sewer Connection	Not segregated
Library	\$59,126

ATTACHMENT:

1. Settlement Agreement and Release

RECOMMENDATION:

A motion to approve the Settlement Agreement and to direct staff to allocate the refund as proposed (or as may be otherwise determined by the Board).

ACTION BY Committee:

SETTLEMENT AGREEMENT AND RELEASE

The Village of Germantown (the “Village”), and Heritage Place Joint Venture, LLC and JBJ Companies, Inc. (collectively “Heritage Place”), each individually a “Party,” and collectively the “Parties,” enter into this Settlement Agreement and Release, (the “Agreement”), on this _____ day of _____, 2024.

RECITALS

I. The Village, under the authority granted to it under Wis. Stat. § 66.0617, imposes certain impact fees on new development within the Village. These impact fees include a Water Impact Fee, a Library Impact Fee, a Police Protection Impact Fee, a Fire Protection Impact Fee, a Park and Recreation Impact Fee. The Village also charges a Sewer Connection Fee.

II. Heritage Place, as the owner of part of Outlot Four (4) and Outlot Five (5) in Assessor’s Plat of the Village of Germantown, Northwest ¼ of the southeast ¼ of Section 22, Town 9 North of Range 20 East, Washington County, Wisconsin (Tax Key No. GTNV 224-992-004) (the “Property”) developed a new multi-building multi-family residential facility known as Saxony Village (the “Development”).

III. As part of the Development Agreement between the Parties for the Development, Heritage Place was required to pay the applicable impact fees and the sewer connection fee, although the Development Agreement listed the sewer connection fee in the impact fee section.

III. For the Development, Heritage Place paid a total of \$1,071,315.06 in impact and sewer connection fees.

IV. On January 12, 2022, Heritage Place filed an “Appeal of Impact Fee” in which it contests various aspects of the impact fees imposed upon the Development and paid by Heritage Place.

V. The Village and Heritage Place wish to resolve the dispute in a mutually agreeable fashion.

BASED UPON THE FOREGOING RECITALS, and in consideration of the mutual obligations, undertakings, promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Within 15 days of the execution of this Agreement, the Village shall pay to Heritage Place the total sum of Three Hundred Ten Thousand and No/100 Dollars (\$310,000.00) from the Village’s impact fee accounts. Village shall have the sole discretion to determine from which impact fee account(s) the payment shall be made.

2. Heritage Place Joint Venture, LLC, on behalf of itself and as successor in interest to Heritage Place Joint Venture general partnership, does hereby waive and release any and all rights and/or claims they may have against the Village, its officers, employees, agents and

contractors, including their respective predecessors and successors, of and from any and all past, present and future claims, actions, obligations and demands of any type whatsoever, whether known or unknown, whether accrued or unaccrued, whenever arising, relating in any way to the payment, collection, and use of the impact fees paid by Heritage Place for the Development.

3. JBJ Companies, Inc. does hereby waive and release any and all rights and/or claims they may have against the Village, its officers, employees, agents and contractors, including their respective predecessors and successors, of and from any and all past, present and future claims, actions, obligations and demands of any type whatsoever, whether known or unknown, whether accrued or unaccrued, whenever arising, relating in any way to the payment, collection, and use of the impact fees paid by Heritage Place for the Development.

4. This Agreement is binding on Heritage Place Joint Venture, LLC and JBJ Companies, Inc., and their respective heirs, successors, assigns, or any other agent or representative.

5. It is understood that this Settlement Agreement and Release does not constitute an admission of any liability or wrongdoing by any Party.

6. Should any complaint, charge, lawsuit, appeal or other action be filed or commenced on behalf of Heritage Place against the Village related to the payment of impact fees for the Development, the Parties agree to withdraw, dismiss or cause to be withdrawn or dismissed, with prejudice, any such complaint charge, lawsuit or other action that shall be pending in any court or government agency.

7. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any and all prior agreements and understandings, whether oral or written, with respect to the subject matter of this Agreement. The Parties acknowledge that no promises, statements or representations, other than those contained in this Agreement, have been made to induce any Party to enter into this Agreement.

8. No modification, renewal, extension or waiver of this Agreement or any of the provisions contained herein shall be binding upon the Party against whom enforcement of such modification, renewal, extension or waiver is sought, unless made in writing and signed by such party.

9. The Parties acknowledge, agree and specifically warrant to each other that they are, or could be, represented by counsel to review this Agreement and to provide legal advice with respect to the advisability of entering into this Agreement. The Parties further acknowledge, agree and warrant that they have fully read this Agreement and fully understand the Agreement's effect. The Parties further understand, acknowledge and agree that they are not relying on any statement, inducement or other representation of any other Party (or than as set forth in this Agreement) in entering into this Agreement; and each may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, it is the Parties' intention to resolve their disputes pursuant to the terms of this Agreement and thus, in furtherance of their intentions, the Agreement shall remain in full

force and effect notwithstanding the discovery of any additional facts or law, or change in law, and this Agreement shall not be subject to rescission or modification by reason of any change or difference in facts or law.

10. Heritage Place Joint Venture, LLC and JBJ Companies, Inc. each represent and warrant that they have not assigned, encumbered or transferred any claim or cause of action which they had, have or may in the future have against any other Party which, but for such assignment, encumbrance or transfer, would have been released hereunder.

11. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. The parties to this Agreement shall submit to the exclusive jurisdiction of the state courts located in Washington County, Wisconsin, for any actions, suits, proceedings concerning the enforcement or construction of this Agreement.

12. Each Party and each Attorney or other person signing this Agreement on behalf of a Party hereby warrants and represents that the person signing this Agreement on behalf of that Party has full power and/or authority to bind that Party to all terms of this Agreement.

13. This Agreement may be executed in counterparts. Signatures delivered by facsimile or electronic mail shall be considered effective as original signatures.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Settlement Agreement and Release as follows.

VILLAGE OF GERMANTOWN

HERITAGE PLACE

By: Heritage Place Joint Venture, LLC

Dean M. Wolter, President

Theresa M. Weitermann, Member

ATTEST:

By: JBJ Companies, Inc.

Donna Ott, Clerk

Brian Bence, President

Approved as to Form:

Approved as to Form:

Brian C. Sajdak
Village Attorney

Robert C. Procter
Attorney for Heritage Place