

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

SPECIAL

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, September 9, 2014 ***5:30 P.M.*****

LOCATION: **Germantown Village Hall Board Room**

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 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:** Chairman Kaminski, Trustees Zabel, Vanderheiden and Warren
- III. **UNFINISHED BUSINESS:**
 - A. Adoption of Various Local Roads into Years 2015 and 2016 Local Road Improvement Projects
- IV. **NEW BUSINESS:**
 - A. Developer Agreement – Hillstone Apartments
 - B. Consideration of Delaying Riversbend Lane Reconstruction Project to Year 2015 and Evaluating Advancing River Crest Drive Project to 2014 Construction
 - C. Request Authorization for Lateral Connection in Commerce Circle Without Water Main Extension – W188 N10707 Maple Road
- V. **ADJOURNMENT:**

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

*** Notice is given that a majority of the Village Board may attend this meeting to gather information about an agenda item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: September 9, 2014

AGENDA ITEM: Unfinished Business

ITEM TITLE: Adoption of Various Local Roads into Years 2015 and 2016 Local Road Improvement Projects

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

Purpose:

Determine which local roads should also be adopted into the Years 2015 and 2016 Local Road Improvement Projects, in addition to the Donges Bay Road project.

Reasons:

1. Wisconsin Information System for Local Roads (WISLR) shows the following:
 - a. At least \$17.2 million (39) miles of roadway capital projects are immediately needed within the Village.
 - b. 1.4% of the Village's roadways have Pavement Surface Evaluation and Rating (PASER) ratings of 1 (Failed) to 2 (Very Poor).
2. Increasing frequency and intensity of residents' and businesses' outcry.
3. During Committee discussion August 4, 2014, Committee suggested budgeting \$1.4-1.5 million for Year 2015.
4. Several roads evaluated by the Village's geotechnical engineering consultants remain in queue for reconstruction and need to be completed before adopting additional roads.

Prospective Local Roads Projects:

Old Farm East Subdivision:

Project	Consultant Recommendation	2013 PASER Rating	Average Daily Traffic	Est. Cost in Yr. 2015
Auburn Ln (Fieldstone Pass to Hedge Way)	Remove & Replace Asphalt ¹	3	80 (Yr. 2000)	\$145K
Brook Hollow Ct (Termini to Brook Hollow Dr)	Remove & Replace Asphalt ¹	4	40 (Yr. 2000)	\$21K
Brook Hollow Dr (Hedge Way to Old Farm Rd)	Remove & Replace Asphalt ¹	4	150 (Yr. 2000)	\$111K
Fieldstone Pass (Wagon Trl to Donges Bay Rd)	Remove & Replace Asphalt ¹	3 5 (528')	150 (Yr. 2000)	\$344K
Hedge Way (Ridgeview Ln to Old Farm Rd)	Remove & Replace Asphalt ¹	3 4 (158')	40 (317' Yr. 2000) 150 (Yr. 2000)	\$120K
Old Farm Rd (Wagon Trl to Field Stone Pass)	Remove & Replace Asphalt ¹	3	150 (Yr. 2000)	\$289K
Ridgeview Ln (Old Farm Rd to Donges Bay Rd)	Remove & Replace Asphalt ¹	3	150 (Yr. 2000)	\$145K
Timberline Ct (Old Farm Rd to Termini)	Remove & Replace Asphalt ¹	3	80 (Yr. 2000)	\$111K
Subdivision Total				\$1,286K

¹ GZA GeoEnvironmental Geotechnical Engineering Report, Aug. 23, 2012

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Other Projects:

Project	Consultant Recommendation	2013 PASER Rating	Average Daily Traffic	Est. Cost in Yr. 2015
Concord Rd (Division Rd S to Pilgrim Rd)	Full depth Removal & Reconstruction ²	3	350 (Yr. 2000)	\$475K
Concord Rd. (Nigbor Dr to Water St)	Connect water main system gap ³	n/a	n/a	\$251K ⁴
Country Aire Dr N (Bonniwell Rd to Pioneer Rd)	Full depth Removal & Reconstruction ¹	3	550 (Yr. 2003)	\$531K
Maple Rd (Cedar Ln to Rockfield Rd)	Pulverize & Overlay ¹	2	350 (Yr. 2003)	\$234K
River Crest Dr (County Line Rd to Termini)	Full depth Removal & Reconstruction ²	3 5 (211')	150 (422' Yr. 2000) 350 (Yr. 2000)	\$254K

¹ GZA GeoEnvironmental Geotechnical Engineering Report, Aug. 23, 2012

² PSI Geotechnical Engineering Services Report, Sep. 16, 2011

³ Earth Tech Water System Master Plan, Nov., 2003

⁴ Other funding source (e.g., Water Utility, Special Assessment)

Donges Bay Road Projects:

Project	Consultant Recommendation	2013 PASER Rating	Average Daily Traffic	Est. Cost in Yr. 2015
Donges Bay Rd (Division Rd to Pilgrim Rd)	Pulverize & Overlay w/ EBS ⁵	3 5 (792') 6 (581')	2,100 (581' Yr. 2013) 1,500 (Yr. 1998)	\$722K
Donges Bay Rd (Pilgrim Rd to Magnolia Dr)	Pulverize & Overlay w/ EBS ⁵	3	2,400 (Yr. 1998)	\$639K

⁵ R.A. Smith National Pavement Type Selection Report, Dec. 21, 2012

ATTACHMENTS:

None

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

STAFF RECOMMENDATION TO COMMITTEE:

1. Adopt the following roads into the Year 2015 Local Road Improvement Projects:

Project	Consultant Recommendation	2013 PASER Rating	Average Daily Traffic	Est. Cost in Yr. 2015
Donges Bay Rd (Division Rd to Pilgrim Rd)	Pulverize & Overlay w/ EBS	3 5 (792') 6 (581')	2,100 (581' Yr. 2013) 1,500 (Yr. 1998)	\$722K
Country Aire Dr N (Bonniwell Rd to Pioneer Rd)	Full depth Removal & Reconstruction	3	550 (Yr. 2003)	\$531K
River Crest Dr (County Line Rd to Termini)	Full depth Removal & Reconstruction	3 5 (211')	150 (422' Yr. 2000) 350 (Yr. 2000)	\$254K
Year 2015 Total				\$1.507 million

If Committee authorizes delaying Riversbend Ln. Reconstruction Project to Year 2015, then that \$86.5K budget would be carried over into Year 2015 and not require additional capital borrowing.

2. Adopt the following roads into the Year 2016 Local Road Improvement Projects:

Project	Consultant Recommendation	2013 PASER Rating	Average Daily Traffic	Est. Cost in Yr. 2015
Donges Bay Rd (Pilgrim Rd to Magnolia Dr)	Pulverize & Overlay w/ EBS	3	2,400 (Yr. 1998)	\$639K
Fieldstone Pass (Wagon Trl to Donges Bay Rd)	Remove & Replace Asphalt	3 5 (528')	150 (Yr. 2000)	\$344K
Maple Rd (Cedar Ln to Rockfield Rd)	Pulverize & Overlay	2	350 (Yr. 2003)	\$234K
Concord Rd (Division Rd S to Pilgrim Rd)	Full depth Removal & Reconstruction	3	350 (Yr. 2000)	\$475K
Concord Rd. (Nigbor Dr to Water St)	Connect water main system gap	n/a	n/a	\$251K ⁴
Year 2016 Total				\$1.692 million

⁴ Other funding source (e.g., Water Utility, Special Assessment)

COMMITTEE ACTION:

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

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: September 9, 2014

AGENDA ITEM: New Business

ITEM TITLE: Development Agreement – Hillstone Apartments

SUBMITTED BY: Dan Ludwig P.E., Public Works Director

SUMMARY EXPLANATION:

Hillstone Apartments development consists of two multi-family residential buildings (a proposed 10-unit and a future 8-unit) located on Lot 9 Hillside View along Fond du Lac Avenue. The public improvements included in this project include: public water main, fire hydrant, and concrete sidewalk along the west side of Fond du Lac Avenue.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

Development Agreement for Hillstone Apartments.

RECOMMENDATION:

Staff is requesting the Public Works Committee recommend the Village Board to approve the Developer Agreement for Hillstone Apartments.

COMMITTEE ACTION:

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

HILLSTONE APARTMENTS DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a municipal corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and Wexford Heights, LP, hereinafter referred to as "Developer".

WHEREAS, the Village has heretofore approved Lot 9 Hillside View Subdivision on Fond du Lac Avenue (which is illustrated in attached Exhibit "C"), being a part of the SE 1/4 of the SE1/4 of Section 26, T9N, R20 E in the Village of Germantown, Washington County, Wisconsin; and

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed 18-Unit multi-family residential facility (a proposed 10-unit building and a future 8-unit building on the same parcel) to be located in the Village of Germantown on Lot 9 of Hillside View Subdivision (the "Property") which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary and/or that Developer execute a certified check or irrevocable letter of credit to ensure that those improvements will be made within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facility partly in public right of way and partly in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted, and install sidewalk in public right of way, and that the Developer furnish an appropriate financial guarantee; and

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the provisions of that section and as directed by the Village Engineer or Village Board. It is the intent of this Agreement that all public improvements shall be installed by Developer.

Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

1.02 WATER SUPPLY FACILITIES. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities before authorization for construction will be given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

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

1.04 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Sec.17.44 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

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

- (3) Developer shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.
- (4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may charge Developer's escrow account or draw on Developer's letter of credit established pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

1.05 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage adequate to accommodate expected surface water flow within and through the Development, in accordance with Sec.18.08 (10) of the Municipal Code and Chapter 13 of the Milwaukee Metropolitan Sewerage District rules.

- (1) The Developer shall be responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities (Storm Water Facilities) until such time the responsibility is transferred to the successor, heir, or assign as hereinafter described, Developer shall be responsible for such maintenance of all storm water drainage and detention and retention facilities.
 - (a) Storm Water Facilities shall be maintained in the future according to the same performance standards to which they were constructed pursuant to Section 18.08(10), Germantown Municipal Code, namely, that they accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.
- (2) Developer shall install all storm sewer water facilities as shown on a plan that has been accepted by the Plan Commission and the Village Engineer.

1.06 LANDSCAPING. Developer shall complete all landscaping which is to include, but not be limited to: Topsoiling (minimum 4" throughout the entire Subdivision, excepting only those areas in which topsoil has not been disturbed by Developer) and seeding, matting/mulching or sodding of Village right-of-way and commonly owned areas within one year of the signing of the Development Agreement or prior to acceptance of the improvements by the Public Works Committee.

The Developer shall be responsible for installing four (4) street trees along Fond du Lac Avenue as shown on a revised landscaping plan approved by the Village Planner prior to issuance of the building permit.

1.07 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developer expense. Signage required shall include but not be inclusive of a stop sign at Fond du Lac Avenue.

1.08 SIDEWALKS AND PATHWAYS. The Developer shall install sidewalks in accordance with Section 18.08(6) of the Municipal Code, the approved Site Plan, and designed and constructed of concrete within the public right of way on the west side of Fond du Lac Avenue.

ARTICLE II - CONSTRUCTION

2.01 GENERALLY. Developer, entirely at its own expense, shall construct and install all public improvements and provide all plans, specifications and other documents in accordance with Sec.18.09 of the Municipal Code or as required by the Village Engineer pursuant to Sec.18.09. Developer understands and acknowledges that the Municipal Code may be and is subject to revision from time to time, and that such revisions may impose altered or additional obligations on individual and entities creating subdivisions and other developments in the Village, including Developer. Developer hereby agrees that with respect to any such revision which shall be approved by the Village prior to issuance of permits for all public improvements provided for herein, or as mutually agreed upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

Developer shall provide a schedule of construction setting forth approximate dates of commencement and completion of each phase of the construction. Developer agrees that no work shall be scheduled for the improvements without the Village Engineers written approval of the starting date and schedule.

A pre-construction meeting shall be scheduled between Developer, the Contractors and the Village prior to commencement of any construction on the improvements. Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting.

2.02 BUILDING AND OCCUPANCY PERMITS. No occupancy permits shall be issued until the water main and storm sewer improvements are installed, inspected by the Village Utility and approved by the Village Engineer, all record-drawings are filed with the Village approved by the Village Engineer in accordance with 2.05 below, and all other improvements required by this Agreement, are installed and accepted by the Public Works Committee.

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

- (1) Master site grading and sidewalk plan
- (2) Water main and storm sewer record-drawings
- (3) Erosion and sedimentation controls
- (4) Water main extensions
- (5) Storm water drainage facilities

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

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development Plan. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered.

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

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or his Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

Developer shall request in writing to the Village Engineer, acceptance of the public improvements. The Village Engineer will order an inspection of the improvements by the Village Inspector and a punch-list of corrections (if required) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works Committee shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

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

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

- | | |
|-----------------------------------|-----------------------------------|
| (1) Water: | \$ 832.00/REC |
| (2) Fire Protection: | \$ \$0.63549/\$1000 Building Cost |
| (3) Police Protection Facilities: | \$ 0.2809/\$1000 Building Cost |
| (4) Sewer Connection Fee | \$3572.00/REC |

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

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

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

If a Developer's Agreement is required for this project, the Engineering Department shall charge a minimum fee of \$5,000 for a fee as per Section 18.10(3) of the Municipal Code.

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

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

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02 through 4.05, as itemized in Exhibit A, for each phase of the building prior to the issuance of a building permit for said phase of the building Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized two (2) sewer connections for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property. Approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high water mark of a navigable waterway or 25 feet from a wetland. A note regarding this restriction shall be placed on the Final Plat. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements for this project in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a certified check or provide an irrevocable letter of credit which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit "A" attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner

consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs.

6.02 FORM. The form of the letter of credit shall be approved by the Village Attorney prior to acceptance of the letter of credit by the Village as satisfying Developer's obligation as provided in Section 6.01 above. The letter of credit shall provide that it may be drawn upon only by the Village to guaranty to the Village the performance by Developer of all obligations under this Agreement. The letter of credit shall be from a local lending institution, in the form of an irrevocable standby letter of credit and auto renewable.

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

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

6.05 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke any and all occupancy or use permits, or to rescind any

zoning granted in consideration of the proposed project. Compliance with this contract shall be deemed a condition of any such zoning, which shall revert to the original zoning classification upon action of the Village Board under authority of this provision. As an alternative thereto, and at the option of the Village the Village may impose a liquidated damage penalty in the amount of \$500.00 per diem as until such time as there shall be compliance. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.

- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION: Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to the presence of toxic or hazardous material or substances present or suspected to be present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with the platting/subdivision of Developer's Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Agreement ("Claim"), as soon as reasonably practicable thereafter:

- (a) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (b) subject to paragraphs (c) through (f) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (c) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (d) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (e) Developer shall lose its right to defend, negotiate and settle any Claim if, in the

reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;

- (f) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The work required by this Agreement shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board.

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be collected as provided in Article VI of this Agreement.

8.03 FORCE MAJEURE. Notwithstanding anything herein to the contrary, in the event that Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

8.04 SUSET CLAUSE. The conditions of this Agreement shall terminate two (2) years after Village Board approval unless construction has begun or amended in writing by both parties.

ARTICLE IX - GENERAL PROVISIONS

9.01 PLATTING REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code of the Village which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. This Agreement, shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

9.02 APPROVAL TERMS. The approvals granted by the Village for the Hillstone View Project are conditioned upon the fact that the Hillstone View use is not tax-exempt and shall be subject to general property taxation. No tax-exempt use is authorized by the aforesaid approvals.

9.03 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any dwelling unit, building, lot or parcel of land within the Development.

9.04 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village.

9.05 AMENDMENTS. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement.

9.06 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: The Preserve JBJ Limited Partnership

9.07 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Wexford Heights Limited Partnership as a general partner of the same.

9.08 NO VESTED RIGHTS GRANTED. Except as expressly provided by law or as expressly provided by this Agreement, no vested rights in connection with this project shall inure to the Developer, its heirs, successors or assigns.

9.09 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute

a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

9.10 APPROVAL. No approval by the Village Engineer or the Village attorney or any other person acting on behalf of the Village shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the improvements.

9.11 COVENANTS AND DEED RESTRICTIONS. All proposed covenants and deed restrictions shall be submitted to and be approved by the Village Attorney prior to recording, and shall include the following:

- (1) DRAINAGE EASEMENT AND DETENTION BASIN PROTECTION. The drainage easement and detention basins shall be maintained free of obstruction.
- (2) VILLAGE REMEDIES. The Village shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge Developer for costs incurred and the right to enforce collection of such amounts in accordance with § 66.0627 of the Wisconsin Statutes.

9.12 SEVERABILITY. If any part, term or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision; and the right of the parties will be construed as if the part, term or provision was never part of the Agreement.

[THIS SPACE INTENTIONALLY BLANK]

ARTICLE X - NON-ASSIGNMENT

This Agreement which is binding upon Developer, Developer's agents, officers, employees, personal representatives, guardians and trustees shall not be assigned by Developer to any individual, firm, partnership or corporation without the express approval of the Village.

Barbara Goeckner, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2014, the above-named, Dean Wolter, Village President, and Barbara Goeckner, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority and pursuant to Resolution No. _____ adopted by its Village Board on the ____ day of _____, 2014.

By _____
Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires:

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by: Dan Ludwig, Director of Public Works

EXHIBIT "A"**HILLSTONE APARTMENTS
DEVELOPMENT AGREEMENT**

<u>Item Description</u>	<u>Basis</u>	<u>Estimated Amount</u>
Water Supply Facility	1.02	\$ 12,000
Site Grading, Erosion Control and Landscaping	1.04, 1.06	\$ 1,000
Sidewalk	1.08	\$ 9,000
Sub-Total		<u>\$22,000</u>
Improvement Review Fee: Minimum Fee	4.03	\$5,000*
Professional Fees (Attorney)	4.04	\$ 400*
Inspection Fees (Estimate by Village)	4.04	\$ 200*
Data Conversion Fee	4.06	\$ 300*
Sub-Total		<u>\$5,900</u>
Total		<u>\$27,900</u>
* Amount to be Paid at Time of Signing		<u>\$5,900</u>
INITIAL LETTER OF CREDIT AMOUNT		<u>\$22,000</u>

(Impact, Connection & RCA fees to be computed & paid for at the time of Building Permit issuance)

Water: (\$832.00 x REC in 2014) where REC=Number of UNITS x 0.333)	4.02
Fire: (\$0.63549/\$1000 of building cost)	4.02
Police: (\$0.2809/\$1000 of building cost)	4.02
Sanitary Sewer Connection Fees	4.02
(\$3,572 x REC in 2014) where REC=Number of UNITS x 0.333)	

 Developer or Owner

 Dan Ludwig, P.E., Director of Public Works

 Print Name:

EXHIBIT "B"

Hourly Rate Schedule

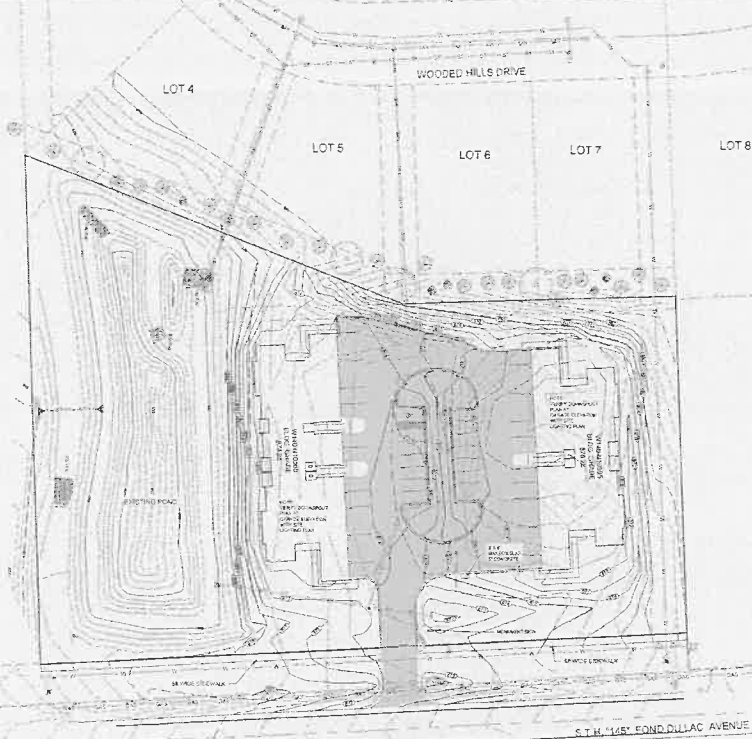
	<u>Hourly Rate</u>
	<u>2014</u>
Director of Public Works	93.00
Village Engineer	88.00
Project Engineer	67.00
Engineer Tech III/Land Surveyor	64.00
Land Surveyor/Survey Crew w/Robot	149.00
Highway Superintendent	66.00
Zoning Administrator/Planner	75.00
Engineering Assistant II	60.00
Record Drawing Documentation Preparation	94.00
Construction Inspection	94.00
Highway Maintenance Worker II	52.00
Highway Operators (Traffic Signals)	91.00
Water Superintendent	66.00
Wastewater Superintendent	66.00
Utility Operator	52.00
Clerical	45.00

EXHIBIT "C"



SITE DATA

CONTR. ROW	131,482.47' (1,237.4 ACRES)	33.32%
BLDG. FOOTPRINT	16,385.0' (1,000.0 ACRES)	12.21%
PAVEMENT COVERAGE	28,250.0' (1,765.6 ACRES)	21.50%
TOTAL IMPROVED COVERAGE	44,635.0' (2,765.6 ACRES)	33.71%
PLANTING AREA	19,385.0' (1,211.3 ACRES)	14.76%
GREEN SPACE	61,317.4' (3,826.1 ACRES)	46.53%
TOTAL PERFORA COVERAGE	80,702.4' (5,047.4 ACRES)	61.29%



C.S.M. NO. 178



LEGEND

EXIST. LOT LINES	---
EXIST. LOT LINES	---
EXIST. LOT LINES	---
EXIST. LOT LINES	---

Index of Drawings:

C1.0	GRADING PLAN
C2.0	EROSION CONTROL PLAN
C3.0	PAVING PLAN
C4.0	UTILITY PLAN



DAAR ENGINEERING, INC.
LAND DEVELOPMENT DIVISION
200 WEST GERMANTOWN STREET
GERMANTOWN, WI 53032
TEL: 262-781-1234 FAX: 262-781-1235

GRADING PLAN
HILLSTONE ACRES
FOND DU LAC AVENUE
GERMANTOWN, WI
JBL PROJECT #1022



DATE	Aug 15, 2014
DESIGNED BY	DAAR
CHECKED BY	DAAR
CONSTRUCTION	EPN
PROJECT NAME	EPN
PROJECT NO.	140115
SCALE	1" = 20'
DATE	8/15/14
C1.0	

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: September 9, 2014

AGENDA ITEM: New Business

ITEM TITLE: Consideration of Delaying Riversbend Ln. Reconstruction Project to Year 2015 and Evaluating Advancing River Crest Dr. Project to 2014 Construction

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

Reason:

- Right-of-way acquisition is needed from Panda Restaurant Group in order to initiate the Riversbend Ln. road reconstruction project.
- Village Attorney Brian Sajdak made numerous telephone and e-mail attempts to advance negotiation with Panda Restaurant Group's Senior Real Estate Attorney James Hedges.
- Panda Restaurant Group's Attorney James Hedges has generally been unresponsive.
- Village Attorney Brian Sajdak intends to initiate condemnation procedures during the Village Board's Sep. 15th regular meeting.
- The condemnation process would extend beyond the Year 2014 paving season, which ends around mid-November in a typical fall/winter season year.

Consideration #1: Delaying Riversbend Ln. Reconstruction Project to Year 2015

- Accommodates time period needed for Village Attorney Brian Sajdak to implement condemnation procedures.
- Accommodates follow-up time period for utility pole relocation after right-of-way acquisition and before project initiation.
- Requires carrying over the \$86.5±K estimated cost for Riversbend Ln. reconstruction to Year 2015 budget.
- Accommodates carrying over remainder of unspent Year 2014 roads budget, presently projected to be \$40±K.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

Consideration #2: Advancing River Crest Dr. Project to 2014 Construction

- Potential budget available
 - \$126.5K = (\$86.5K from Riversbend Ln) + (\$40K potential unspent budget)
- River Crest Dr. can be broken down to four components:

Road	Approx. Dimensions	2013 PASER Rating	Full-Depth Reconstruction Cost Est.	Pavement Replacement Only Cost Est.
County Line Rd to Emmer Rd	175'L x 90'W	PASER 5	\$60K	\$45K
Emmer Rd to River Crest Cir	315'L x 70'W	PASER 3	\$84K	\$64K
River Crest Cir to Taper	195'L x 60'W	PASER 3	\$45K	\$34K
Taper to Terminus	685'L x 48'W	PASER 3	\$125K	\$95K
River Crest Cir to Terminus			\$170K > \$126.5K	\$129K > \$126.5K
Emmer Rd to Terminus			\$254K > \$126.5K	\$193K > \$126.5K

- Full-depth reconstruction is recommended by Village's consulting geotechnical engineer: Wojtanowski, Kenneth R., and Paul J. Koszarek, P.E. *Geotechnical Engineering Services Report*. Pewaukee, WI: PSI, Sep. 16, 2011.
- If project is phased because of budget limitations, best reconstruction or replacement methodology is to reconstruct from north to south in order to avoid construction truck traffic from escalating deterioration of newly paved roads.
 - Segments between River Crest Cir to Terminus should be completed either before or concurrent with segment between Emmer Rd to River Crest Cir.
- Could skip or seal coat segment between County Line Rd to Emmer Rd.
- 2014 design & construction schedule is extraordinarily problematic & risky:
 - One Engineering Dept. staff member resigned; therefore, his workload must be temporarily distributed to remaining fully-occupied staff members.
 - Engineering Dept. is already overburdened with TID #6 design & inspection.
 - Engineering Dept. needs to collect data for Year 2015 roads before snowfall.
 - Digger's Hotline requires 10 business day planning tickets.
 - Sanitary, water and storm infrastructure would need inspection and potential rehabilitation.
 - Extensive construction sequencing and traffic control would be needed.
 - Would have to waive warranties for pavements after Oct. 15th.
 - Weather delays would have to be minimal.
 - Paving crew would have to be immediately available after designs are completed.
 - Risk incompletion by time pavement plants close, which is typically mid-November in mild fall/winter weather season.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

ATTACHMENTS:

None

STAFF RECOMMENDATION TO COMMITTEE:

Delay Riversbend Ln. Reconstruction Project to Year 2015 and Do Not Advance River Crest Dr. Project to 2014 Construction.

COMMITTEE ACTION:

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

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: September 9, 2014

AGENDA ITEM: New Business

ITEM TITLE: Request Authorization for Lateral Connection in Commerce Cir. without Water Main Extension – W188 N10707 Maple Rd.

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

Reason:

- The Lannon-Appleton Water Main Extension under Hwy. 41/45 prompted Russ Anderson to investigate connecting a 1-1/2" to 2" private water lateral to the public main near his property corner shared with Gander Mountain.
- The Committee has historically required developers to extend public water main full frontage as requisite to private lateral connection, which in this case would be a 700± l.f. extension.
- Russ Anderson is seeking exclusion/exemption from the Committee's historical practice.

Fire Department:

- Fire Dept. refers full frontage extension of water main so a 2nd hydrant can service the building.
- Part of the existing building was an expansion that has a sprinkler system that is currently off-line waiting for connection to public water.
- A Fire Dept. Inspector will attend the Committee meeting to present information and answer questions.

DPW/Engineering:

- A sprinkler system would typically require a 6" minimum private water lateral, making a request for a 1-1/2" to 2" one insufficient.
- Russ Anderson was very accommodating to the Village's contractor for the Lannon-Appleton Water Main Extension under Hwy. 41/45 regarding use of his road for access and excavation, use of his private parking lot as a temporary staging area, and use of his conference room as a command center.

Russ Anderson:

- Russ Anderson will attend the Committee meeting to present information and answer questions.

**BUSINESS OF THE PUBLIC WORKS & HIGHWAY COMMITTEE
GERMANTOWN, WI**

ATTACHMENTS:

Sketch

STAFF RECOMMENDATION TO COMMITTEE:

Staff is seeking the Committee's direction; therefore, staff offers no recommendation.

COMMITTEE ACTION:

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

Village of Germantown GIS

