

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, December 2, 2014 ***5:00 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. **APPROVAL OF MINUTES:** November 4, 2014
- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- V. **NEW BUSINESS:**
 - A. Consideration of Invoices – Washington County Highway Department
 - B. Request to Execute/Record Access Easement Agreement-Continental 246-County Line Road
 - C. Request to Execute/Record Sanitary Sewer and Water Main Easement – Continental 246-County Line Road
 - D. Request to Release Retainer – Spassland Park Utilities
 - E. Request to Release Retainer – 2013 Road Projects
 - F. Request to Accept Improvements – Lannon-Appleton Water Main Extension
 - G. Request to Accept Improvements – TID #4 Retaining Wall Abutting Airgas Inc.
 - H. Request for Change Order – Lannon/Appleton Water Main Extension
 - I. Request to Pay R.G. Huston Invoice – Airgas Driveway Modifications
 - J. Findings of Freistadt/Maple Roads Intersection Study
 - K. Request Authorization to Scope Regional Stormwater and Vehicular-Based Public Improvements for the “Main Street Entertainment District Area” South of Main & West of Fond du Lac

VI. **ANNOUNCEMENTS:**

The Next Public Works Committee Meeting will be held **Tuesday, January 6 , 2015 @ 5:00 p.m.**

VII. **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.

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

November 4, 2014
Village Hall Board Room

CALL: Chm. Kaminski called the meeting to order at 5:00 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Zabel, Vanderheiden (absent & excused), and Warren. Also present were Dir. Ludwig and Secretary Wick.

PREVIOUS MINUTES:

MOTION made by Warren, seconded by Zabel to approve the Minutes of October 7, 2014.

Motion carried unanimously.

PUBLIC COMMENT: Fritz Gierach, N128 W19157 Holy Hill Road, Richfield, provide pictures to the Committee showing the condition of the road edges on Holy Hill Road. The road is narrow forcing truck traffic toward the edges causing the asphalt to break off. He suggested asphalt patching along the edges of the road which would be a better choice than gravel.

Hwy Supt. Olszewski reported his department continues to patch potholes throughout the Village. Holy Hill Road is heavily traveled by the east/west traffic from the highway to the Industrial Park. They will address the shoulders on Holy Hill Road.

Trustee Zabel suggested making Holy Hill Road "No Trucking" and force truck traffic to Lannon Road.

CONSIDERATION OF INVOICE – JOE DE BELEK PLUMBING – DIVISION ROAD

LATERAL: Supt. Driver requested authorization to pay an invoice for the emergency repair of a 4" water lateral and valve replacement on Division Road at the Rivers Cove Apartment complex.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve paying the Joe De Belek Plumbing invoice in the amount of \$7,149.50 for the emergency water lateral repair at W171 N11392 Division Road. Funds to be allocated from Acct. #50-742-530-6730.

Motion carried unanimously.

CONSIDERATION OF INVOICE – XYLEM FLYGHT – LIFT STATION #3 – PUMP

REPLACEMENT: Supt. Zimmerman explained Pump 1 experienced an internal short which caused the internal components of the pump to burn up. Staff was able to get a replacement pump faster than repair parts. The damaged pump will be rebuilt in 2015 and be utilized as a spare for Lift 3.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve paying the Xylem Flyght invoice in the amount of \$7,746.90 for the replacement pump at Lift Station #3. Funds to be allocated from Acct. #60-180-184-3230.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – ASPHALT CUTTER/ROUTER: Supt. Olszewski requested authorization to purchase a new asphalt cutter/router through the HGAC BUY purchasing cooperative which does all of the bidding to insure the lowest price possible at no cost to the Village. The Village specifies the specific features wanted and upon delivery of the equipment, the Village can work with a local distributor with any issues and training.

MOTION made by Warren, seconded by Kaminski to forward to the Village Board with a positive recommendation to approve purchasing one asphalt cutter/router from CRAFCO in the amount not to exceed \$15,752.00. Fund to be allocated from Acct. #10-542-570-8100.

Motion carried unanimously.

AUTHORIZATION TO REPLACE DOORS – POLICE DEPARTMENT: Supt. Olszewski reported four sets of exterior entry doors had deteriorated beyond repair. Staff requested three quotes for complete replacement with two builders responding. Quotes ranged from \$10,216 to \$12,458.

MOTION made by Warren, seconded by Zabel to forward to the Village Board with a positive recommendation to approve the written proposal from ABCO for the replacement of four sets of doors and frames at the Police Department for a cost not to exceed \$10,500. Funds to be allocated from Acct. #10-519-530-8221.

Motion carried unanimously.

WE ENERGIES GAS LINE PROJECT – DONGES BAY ROAD – UPDATE:

Dir. Ludwig reported WE Energies was planning on replacing an existing gas pipeline that extended from Appleton Avenue to STH 181 in Mequon. Two routes were being studied and will be presented to the public November 12, 2014 at the Germantown Public Library between the hours of 3-7 p.m. A map presented to the Committee showed Route “B” which would begin at Appleton Avenue then follows to Revere Lane to Pilgrim Road to Donges Bay Road to STH 181. Route “C” would follow Appleton Avenue to County Line Road to Fond du Lac Avenue then easterly along the center of Section 36 to north Granville Road to Donges Bay Road to STH 181. The pipe replacement is expected to commence in years 2016 and 2017. There will be no cost to the Village. The Committee requested the Public Informational Meeting be noticed on the Village’s website. WE Energies informed the Director of Public Works that all residents affected were sent a letter of invitation and a map.

APPROVAL OF SECOND APPRAISALS – STH 145 ROUNDABOUT: Per the request of the Public Works Committee, Dir. Ludwig obtained second appraisals on two parcels impacted by the roundabout project along Fond du Lac Avenue at Donges Bay Road. The second appraisals were revised substantially and sent directly to the WDOT by Valbridge Property Advisors. The WDOT accepted the revised offers as presented to the Committee.

MOTION made by Warren, seconded by Kaminski to forward to the Village Board with a positive recommendation to accept the revised appraisals completed by Valbridge Property Advisors for Parcels #10 & #11 and, to accept the revised offer from the WDOT for Parcels #5, #10 & #11 in relation to the STH 145 Roundabout project.

Trustee Zabel requested staff verify the right of way on Donges Bay Road at Fond du Lac Avenue and the amount of land being taken.

Motion carried 2 – 1(Zabel)

FOTH INFRASTRUCTURE PROPOSAL FOR SHALLOW WELL EXPLORATION TEST BORING PHASE: Foth Infrastructure submitted a proposal for the Shallow Well Exploration Test Boring Phase to field test isolated prospective well locations at the northeast corner of County Line Road and Lannon Road. Testing would include controlled pumping and water quality sampling. Three sites were identified for investigation. Foth Infrastructure investigation fees would be \$17,800. A drilling contractor and lab fee for water sample analysis is estimated to be an additional \$28,500 for the three sites. A contract for the low bid drilling contractor will be brought before the Committee after review of the bids. Discussion followed.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation authorizing the continuation of the Shallow Well Exploration Test Boring Phase with Foth Infrastructure at a cost not to exceed \$46,300.

Motion carried unanimously.

APPROVAL OF CHANGE ORDER – TID #6 TRAFFIC IMPACT ANALYSIS: Dir. Ludwig reported that developing lands presently owned by WIDOT (Phase 2) would be undesirable especially when staff reviewed the impacts that the WDOT foresaw that could result in the necessity of improving Lannon Road, Appleton Avenue, the roundabout, and possibly the ramps onto Hwy 41/45. Upon approval, staff would contact Graef to modify the Traffic Impact Analysis to withdraw and extract the Phase 2 land area and eliminate the access road on to Lannon Road for a cost of \$2,600.00. A modified and updated Impact Analysis would be sent to the WDOT.

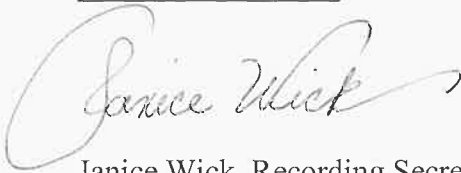
Trustee Warren suggested the WDOT be notified of the most current information on the TID's only access was going through the roundabout and the fact that the roundabout may not be sized properly.

MOTION made by Zabel, seconded by Kaminski to approve the Change Order in the amount of \$2,600.00 to extract Phase 2 from the original TID #6 Traffic Impact Analysis.

**Motion carried 2 – 0
1 – Abstention (Warren)**

ANNOUNCEMENTS: The regular Public Works Committee Meeting will be held Tuesday, December 2, 2014 at 5:00 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:58 p.m.

A handwritten signature in cursive script, reading "Janice Wick", with a long, sweeping flourish extending to the right.

Janice Wick, Recording Secretary

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

MEETING DATE: Tuesday December 2, 2014

AGENDA ITEM: New Business

ITEM TITLE: Consideration of Invoice-Washington County Highway Dept.

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Washington County preformed the centerline and edge line painting for the Village. This work is billed on a time and materials basis. Staff is requesting payment of the invoices #5194 and #5218, in the total amount \$38,330.22

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends paying Washington County \$38,330.22 for centerline and edge line painting. Funds shall be allocated from Highway line item account 10-542-530-3540.

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.



Washington County Highway Department

INVOICE #5218

900 Lang Street, West Bend, WI 53090-2666
PHONE (262)335-4435 FAX (262)335-4439

TO: VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN WI 53022

INVOICE DATE: 11/7/2014

INVOICING FOR THE PERIOD: 09/18/2014 THRU 10/29/2014
October 2014

(SEE ATTACHED FOR DETAIL)

TOTAL \$22,084.30

PLEASE MAKE CHECK PAYABLE TO
"WASHINGTON COUNTY TREASURER"
AND SEND TO THE ADDRESS BELOW.

Account Number: 14400.122010

PLEASE SEND A COPY OF THE INVOICE ALONG WITH YOUR REMITTANCE
TO: WASHINGTON COUNTY TREASURER
P.O. BOX 1986
WEST BEND, WI 53095

Default Report Heading

Invoice

Account.....: 53330

STATEMENT OF EXPENDITURE

11/06/2014

County ID....:5333041100

330-15 VILLAGE OF GERMANTOWN

Page 1

Month/Year: 10/14

9/18/2014 Thru 10/29/2014

Project ID...: --

<u>EMPLOYEE LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>
116	16.00	22.7500	364.00	364.00
116	0.25	34.1250	8.53	8.53
117	42.00	22.7500	955.50	955.50
117	0.25	34.1250	8.53	8.53
119	18.00	22.7500	409.50	409.50
122	8.00	22.7500	182.00	182.00
126	43.00	19.2100	826.03	826.03
126	0.25	28.8150	7.20	7.20
SUBTOTAL	127.00	0.75	2,761.29	2,761.29

<u>FRINGE BENEFITS</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>
	45.63	1,259.98	1,259.98
SUBTOTAL		1,259.98	1,259.98

*** LABOR SUBTOTAL	4,021.27	4,021.27
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<u>SMALL TOOLS</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>
	1.30	52.28	52.28
SUBTOTAL		52.28	52.28

<u>EQUIPMENT</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>
100M (951) CENTERLINER	30.50	87.2200	2,660.21	2,660.21
208 (101) FORD ONE TON	27.25	13.9400	379.87	379.87
210 (101) 2011 CHEVY SILVERADO	7.00	13.9400	97.58	97.58
SUBTOTAL	64.75		3,137.66	3,137.66

*** EQUIPMENT SUBTOTAL	3,189.94	3,189.94
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<u>MATERIAL</u>	<u>U/M</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>
09-18-14 M106-07 WHITE CENTERLINE	GAL	273	7.4305	2,028.53	2,028.53
09-18-14 M106-08 YELLOW CENTERLINE	GAL	99	7.3704	729.67	729.67
09-18-14 M106-11 GLASS BEADS	LB	3050	0.2890	881.45	881.45
09-19-14 M106-07 WHITE CENTERLINE	GAL	263	7.4305	1,954.22	1,954.22
09-19-14 M106-11 GLASS BEADS	LB	2104	0.2890	608.06	608.06
09-22-14 M106-07 WHITE CENTERLINE	GAL	304	7.4301	2,258.75	2,258.75
09-22-14 M106-08 YELLOW CENTERLINE	GAL	52	7.3704	383.26	383.26
09-22-14 M106-11 GLASS BEADS	LB	3168	0.2890	915.55	915.55
09-23-14 M106-07 WHITE CENTERLINE	GAL	164	7.4301	1,218.54	1,218.54
09-23-14 M106-08 YELLOW CENTERLINE	GAL	22	7.3704	162.15	162.15
09-23-14 M106-11 GLASS BEADS	LB	1655	0.2890	478.30	478.30
09-24-14 M106-07 WHITE CENTERLINE	GAL	110	7.4301	817.31	817.31
09-24-14 M106-08 YELLOW CENTERLINE	GAL	73	7.3704	538.04	538.04
09-24-14 M106-11 GLASS BEADS	LB	1592	0.2890	460.09	460.09
09-30-14 M106-08 YELLOW CENTERLINE	GAL	29	7.3704	213.74	213.74
09-30-14 M106-08 YELLOW CENTERLINE	GAL	29	7.3704	213.74	213.74

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Invoice

Account.....: 53330

STATEMENT OF EXPENDITURE

11/06/2014

County ID....:5333041100

330-15 VILLAGE OF GERMANTOWN

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Month/Year: 10/14

9/18/2014 Thru 10/29/2014

Project ID...: --

<u>MATERIAL</u>	<u>U/M</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>
YELLOW CENTERLINE 09-30-14 M106-11 GLASS BEADS	LB	252	0.2890	72.83	72.83
SUBTOTAL				<u>13,934.23</u>	<u>13,934.23</u>

Account.....: 53330
County ID....:5333041100
Month/Year: 10/14
Project ID...: --

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STATEMENT OF EXPENDITURE
330-15 VILLAGE OF GERMANTOWN
9/18/2014 Thru 10/29/2014

Invoice

11/06/2014

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<u>CHARGE SUMMARY</u>		<u>Quantity</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>
01 TOTAL LABOR	(06)	127.75	4,021.27	4,021.27
02 TOTAL MACHINERY	(07)	64.75	3,189.94	3,189.94
03 TOTAL MATERIAL	(08)		13,934.23	13,934.23
<u>04 TOTAL ALL ITEMS</u>			<u>21,145.44</u>	<u>21,145.44</u>

<u>ADMIN</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>
	4.44	938.86	938.86
SUBTOTAL		938.86	938.86
<u>06 JOB GRAND TOTALS</u>		<u>\$22,084.30</u>	<u>22,084.30</u>

REMIT TO:

WASHINGTON COUNTY TREASURER
P. O. BOX 1986
WEST BEND, WI. 53095

Pay This Amount: \$22,084.30



Washington County Highway Department

INVOICE #5194

900 Lang Street, West Bend, WI 53090-2666
PHONE (262)335-4435 FAX (262)335-4439

TO: VILLAGE OF GERMANTOWN
N112W17001 MEQUON RD
GERMANTOWN WI 53022

INVOICE DATE: 09/26/14

INVOICING FOR THE PERIOD: 08/21/2014 THRU 09/17/2014
SEPTEMBER 2014

(SEE ATTACHED FOR DETAIL)

P.O.
10-542.530-35408

TOTAL \$16,245.92

PLEASE MAKE CHECK PAYABLE TO
"WASHINGTON COUNTY TREASURER"
AND SEND TO THE ADDRESS BELOW.

Account Number: 14400.122010

PLEASE SEND A COPY OF THE INVOICE ALONG WITH YOUR REMITTANCE
TO: WASHINGTON COUNTY TREASURER
P.O. BOX 1986
WEST BEND, WI 53095

Account.....: 53330
 County ID....:5333041100
 Month/Year: 9/14
 Project ID...: --

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 STATEMENT OF EXPENDITURE
 330-15 VILLAGE OF GERMANTOWN
 8/21/2014 Thru 9/17/2014

Invoice

09/24/2014

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<u>EMPLOYEE LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>	<u>X50</u> <u>COCO.&L.</u>
117	27.00	22.7500	614.25	455.00	159.25
119	27.00	22.7500	614.25	614.25	
126	27.00	19.2100	518.67	384.20	134.47
190	1.00	22.7500	22.75		22.75
SUBTOTAL	82.00/0.00		1,769.92	1,453.45	316.47

<u>FRINGE BENEFITS</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>	<u>X50</u> <u>COCO.&L.</u>
	45.63	807.62	663.21	144.41
SUBTOTAL		807.62	663.21	144.41

*** LABOR SUBTOTAL		2,577.54	2,116.66	460.88
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<u>SMALL TOOLS</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>	<u>X50</u> <u>COCO.&L.</u>
	1.30	33.51	27.52	5.99
SUBTOTAL		33.51	27.52	5.99

<u>EQUIPMENT</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>	<u>X50</u> <u>COCO.&L.</u>
100M (951) CENTERLINER	16.50	87.2200	1,439.13	1,439.13	
208 (101) FORD ONE TON	15.00	13.9400	209.10	139.40	69.70
210 (101) 2011 CHEVY SILVE	3.00	13.9400	41.82	41.82	
SUBTOTAL	34.50		1,690.05	1,620.35	69.70

*** EQUIPMENT SUBTOTAL		1,723.56	1,647.87	75.69
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<u>MATERIAL</u>	<u>U/M</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>	<u>X50</u> <u>COCO.&L.</u>
09-11-14 M106-08 YELLOW CENTERLINE	GAL	305	7.3704	2,247.97	2,247.97	
09-11-14 M106-11 GLASS BEADS	LB	2409	0.2890	696.20	696.20	
09-12-14 M106-08 YELLOW CENTERLINE	GAL	116	7.3704	854.97	854.97	
09-12-14 M106-11 GLASS BEADS	LB	916	0.2890	264.72	264.72	
09-16-14 M106-07 WHITE CENTERLINE	GAL	113	7.4305	839.65	839.65	
09-16-14 M106-08 YELLOW CENTERLINE	GAL	332	7.3704	2,446.97	2,446.97	
09-16-14 M106-11 GLASS BEADS	LB	3515	0.2890	1,015.84	1,015.84	
09-17-14 M106-07 WHITE CENTERLINE	GAL	145	7.4305	1,077.42	1,077.42	
09-17-14 M106-08 YELLOW CENTERLINE	GAL	148	7.3704	1,090.82	1,090.82	
09-17-14 M106-11 GLASS BEADS	LB	2490	0.2890	719.61	719.61	
SUBTOTAL				11,254.17	11,254.17	0.00

Account.....: 53330
County ID....: 5333041100
Month/Year: 9/14
Project ID...: --

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STATEMENT OF EXPENDITURE
330-15 VILLAGE OF GERMANTOWN
8/21/2014 Thru 9/17/2014

Invoice

09/24/2014

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<u>CHARGE SUMMARY</u>		<u>Quantity</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>	<u>X50</u> <u>COCO.&L.</u>
01 TOTAL LABOR (06)		82.00	2,577.54	2,116.66	460.88
02 TOTAL MACHINERY (07)		34.50	1,723.56	1,647.87	75.69
03 TOTAL MATERIAL (08)			11,254.17	11,254.17	0.00
<u>04 TOTAL ALL ITEMS</u>			<u>15,555.27</u>	<u>15,018.70</u>	<u>536.57</u>
<u>ADMIN</u>		<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>	<u>X50</u> <u>COCO.&L.</u>
		4.44	690.65	666.83	23.82
SUBTOTAL			690.65	666.83	23.82
<u>06 JOB GRAND TOTALS</u>			<u>\$16,245.92</u>	<u>15,685.53</u>	<u>560.39</u>

REMIT TO:

WASHINGTON COUNTY TREASURER
P. O. BOX 1986
WEST BEND, WI. 53095

Pay This Amount: \$16,245.92

Notes

09/12/2014 CENTERLINE VILLAGE OF GERMANTOWN

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

MEETING DATE: December 2, 2014

AGENDA ITEM: New Business

ITEM TITLE: Request to Execute & Record Access Easement Agreement –
Continental 246, County Line Road

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

SUMMARY EXPLANATION:

This Access Easement Agreement was developed with intention of granting the Wastewater Utility access to Lift Station #6.

Village Attorney Sajdak reviewed the Agreement and after a few edits found it acceptable. Village Clerk Goeckner had also discovered a few administrative errors, which Continental is presently incorporating for the final document.

ATTACHMENTS:

Access Easement Agreement (draft)

STAFF RECOMMENDATION TO COMMITTEE:

Recommend that Village Board authorize execution and recording of the final Access Easement Agreement that incorporates Village Attorney and Village Clerk edits.

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.

ACCESS
EASEMENT
AGREEMENT

Document Number

Document Title

COPY

This Access Easement Agreement (this "**Easement**") is made as of this ____ day of October, 2014 by and between CONTINENTAL 246 FUND LLC, a Wisconsin limited liability company ("**Grantor**") and Village of Germantown ("**Grantee**").

WHEREAS, Grantor owns certain real property in the Village of Germantown, County of Washington, State of Wisconsin, (a) as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Grantor Parcel**") and (b) as more particularly described on Exhibit B attached hereto and incorporated herein by reference and as depicted as the "Easement Area" on Exhibit C (the "**Easement Area**"); and

WHEREAS, Grantor desires to provide to Grantee, and Grantee desires to receive from Grantor, an easement upon, over, across and along the Easement Area for purposes of vehicular access, ingress and egress on and over the Easement Area to, from and between any and all streets, roadways, driveways and highways, all upon the terms, provisions and conditions set forth in this Easement; and

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and the terms, conditions, covenants and mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF EASEMENT. Grantor does hereby grant to Grantee and Grantee's agents, contractors, employees, representatives, successors and assigns (collectively, the "Grantee Parties"), a non-exclusive, perpetual right and easement upon, over, through, across and along the Easement Area for the purposes of vehicular access, ingress and egress to, from and between any and all streets, roadways, driveways and highways located at any time adjacent to the Easement Area.
2. MAINTENANCE OF EASEMENT AREA; USE OF GRANTOR PARCEL. Grantor shall at all times keep and maintain the Easement Area in good condition and repair, reasonable wear and tear excepted, and otherwise in a manner consistent with the use and occupancy thereof by the Grantee Parties for the purposes specified in this Easement. Neither Grantor nor any of Grantor's agents, contractors, tenants, licensees, lessees, guests, invitees,

Recording Area

Name and Return Address

Brian C. Sajdak, Village Attorney
Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022

GTNV 333949 and
GTNV 333950

Parcel Identification Number (PIN)

grantees, employees, representatives, successors (including, without limitation, any and all successors to Grantor in title to the Grantor Parcel) and assigns (collectively, the "Grantor Parties") shall use or occupy the Easement Area, nor grant or confer upon any other person or entity any right to use or occupy the Easement Area, for any purpose which is inconsistent with Grantee's use thereof for the purposes specified in this Easement.

3. NO PUBLIC RIGHTS; NO THIRD PARTY BENEFICIARIES. Nothing contained in this Easement shall or shall be deemed to constitute a gift or dedication of any portion of the Easement Area to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of Grantor and Grantee that the Easement shall be strictly limited to and for the purposes expressed herein. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.
4. CONDEMNATION OF EASEMENT AREA. If all or any part of the Easement Area is condemned or taken by any duly constituted authority for a public or quasi-public use, then that portion of the resulting award attributable to the value of any land within the Easement Area so taken shall be payable only to Grantor. No claim shall be made by Grantee against the Grantor Parcel or any portion thereof.
5. INDEMNITY. Grantee and its successors and assigns shall defend, indemnify and save harmless Grantor, its respective officers, agents, members and employees, and any mortgagee of the Grantor Parcel against liability or claim thereof for injury to persons, including death, or damage to property (i) arising out of any negligent or intentional actions in the Easement Area performed by Grantee or its employees, licensees or contractors and their agents or employees or (ii) arising out of any defaults by Grantee hereunder.
6. NONDISTURBANCE. Grantee shall not interfere with the activities of the Grantor Parties in connection with Grantee's use of the Easement Area.
7. NOTICES. Notices in demand required or permitted to be given hereunder shall be given by certified mail return receipt requested, or by a national overnight express service such as Federal Express, addressed to the parties at their respective addresses as follows:

If to Grantor:

Continental 246 Fund LLC
W134 N8675 Executive Parkway
Menomonee Falls, Wisconsin 53051
Attn: Legal Department

If to Grantee:

Village of Germantown

COPY

or at such other address as specified in writing by such party. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

8. COSTS. Upon the occurrence of any breach or default under this Easement by either party, the defaulting party shall be liable for and shall reimburse the non-defaulting party upon demand for all reasonable attorney's fees and costs incurred by non-defaulting party in enforcing the defaulting party's obligations under this Easement, whether or not the non-defaulting party files legal proceedings in connection therewith.
9. NO STRICT CONSTRUCTION. The rule of strict construction does not apply to the grant of easement contained herein. This grant shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easement shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.
10. COUNTERPARTS. This Easement may be executed in several counterparts, each of which shall be deemed an original. The signature of the parties hereto on this Easement may be executed and notarized on separate pages, and when attached to this Easement shall constitute one complete document.
11. CAPTIONS. The section headings appearing in this Easement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.
12. NO PARTNERSHIP. None of the terms and provisions of this Easement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Easement cause them to be considered joint venturers or members of any joint enterprise.
13. FURTHER ASSURANCES. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

COPY

14. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of this Easement.
15. RECORDING. This Easement shall be recorded in the records of Washington County, Wisconsin.
16. GOVERNING LAWS. The internal laws of the State of Wisconsin shall apply to the Easement without giving effect to the choice of law provisions of such State.
17. SEVERABILITY. If any term, provision or condition contained in the Easement shall, to any extent, be invalid or unenforceable, the remainder of the Easement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Easement shall be valid and enforceable to the fullest extent permitted by law.
18. NO WAIVER. No waiver of breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.
19. MODIFICATION. This Easement, or any covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to any portion of any of the properties subject hereto only by the recording of the appropriate documents in the records of Washington County, Wisconsin, which documents must be executed by Grantee and all of the owners, mortgagees and other holders of recorded interest in any of the properties affected thereby as of the date of such documents.
20. COVENANTS RUNNING WITH THE LAND. The terms, conditions, rights and easements contained herein shall be covenants running with the land and shall be perpetual. This Easement shall be recorded against the Easement Area, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns (including, without limitation, the successors in title to Grantor to the Easement Area and the Grantor Parcel). The rights of use described herein shall extend to the Grantee Parties. The Agreement shall not operate to convey to Grantee Grantor's fee interest in the Grantor Parcel or any part thereof.
21. WAIVER OF JURY TRIAL. Grantor and Grantee hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Easement against the other on any matters whatsoever arising out of or in any way connected with this Easement.
22. ESTOPPEL. Each party hereto shall from time to time as requested by the other party execute and deliver to the requesting party (or to a party designated), within ten (10) days

of demand therefor, a written statement which shall confirm that there is no default under this Easement (or specifying any default) and which shall contain such other information or confirmations as may reasonably be required.

COPY

IN WITNESS WHEREOF, the parties hereto have executed this easement the _____ day of _____, 2014.

COPY

GRANTOR:

CONTINENTAL 246 FUND LLC,
a Wisconsin limited liability company

By: CONTINENTAL PROPERTIES COMPANY, INC.,
a Wisconsin corporation, its managing member

By: Daniel J. Minahan
Daniel J. Minahan, President AH

GRANTEE:

VILLAGE OF GERMANTOWN

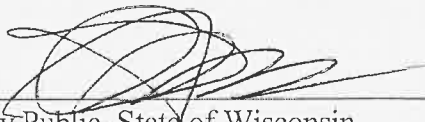
By: _____
Name: _____
Its: _____

ACKNOWLEDGMENTS

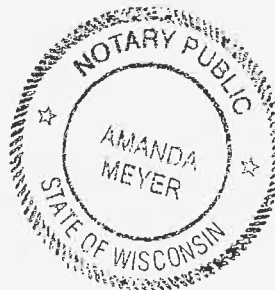
COPY

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me this 5 day of November, 2014, the above named Daniel J. Minahan, President of Continental Properties Company, Inc., managing member of Continental 246 Fund LLC, to me known to be said President and acknowledged that he executed the foregoing instrument as such President as the deed of said corporation, by its authority.



Notary Public, State of Wisconsin
My Commission Expires: 02/22/2015



STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally came before me this _____ day of _____, 2014 the above named _____, the _____ of _____, a _____, to me known to be such _____ and acknowledged that [s]he executed the foregoing instrument as the deed of said corporation, by its authority.

Notary Public, _____ County, _____
My Commission Expires: _____

CONSENT OF MORTGAGEE

I, KEN STROM of Bank Mutual , mortgagee of Tax Key # GNTV 333949 and GNTV 333950 , do hereby consent to the described water main easement by Continental 246 Fund LLC, owner of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby submits its mortgage described above to the described easement.

WITNESS the hand and seal of said mortgages this 7th day of NOVEMBER, 2014.

Ken Strom
By: Name: KEN STROM
Title: VICE PRESIDENT

STATE OF WISCONSIN)
COUNTY OF Waukesha) ss.

Personally came before me this 7th day of November, 2014, the above-named Ken Strom to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jane Edenharter
Notary Public, State of WISCONSIN
My commission expires: 1-11-15



EXHIBIT A

Grantor Parcel

Lots 1 and 2 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 75 as Document No. 1359986, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

EXHIBIT B

Easement Area

COPY

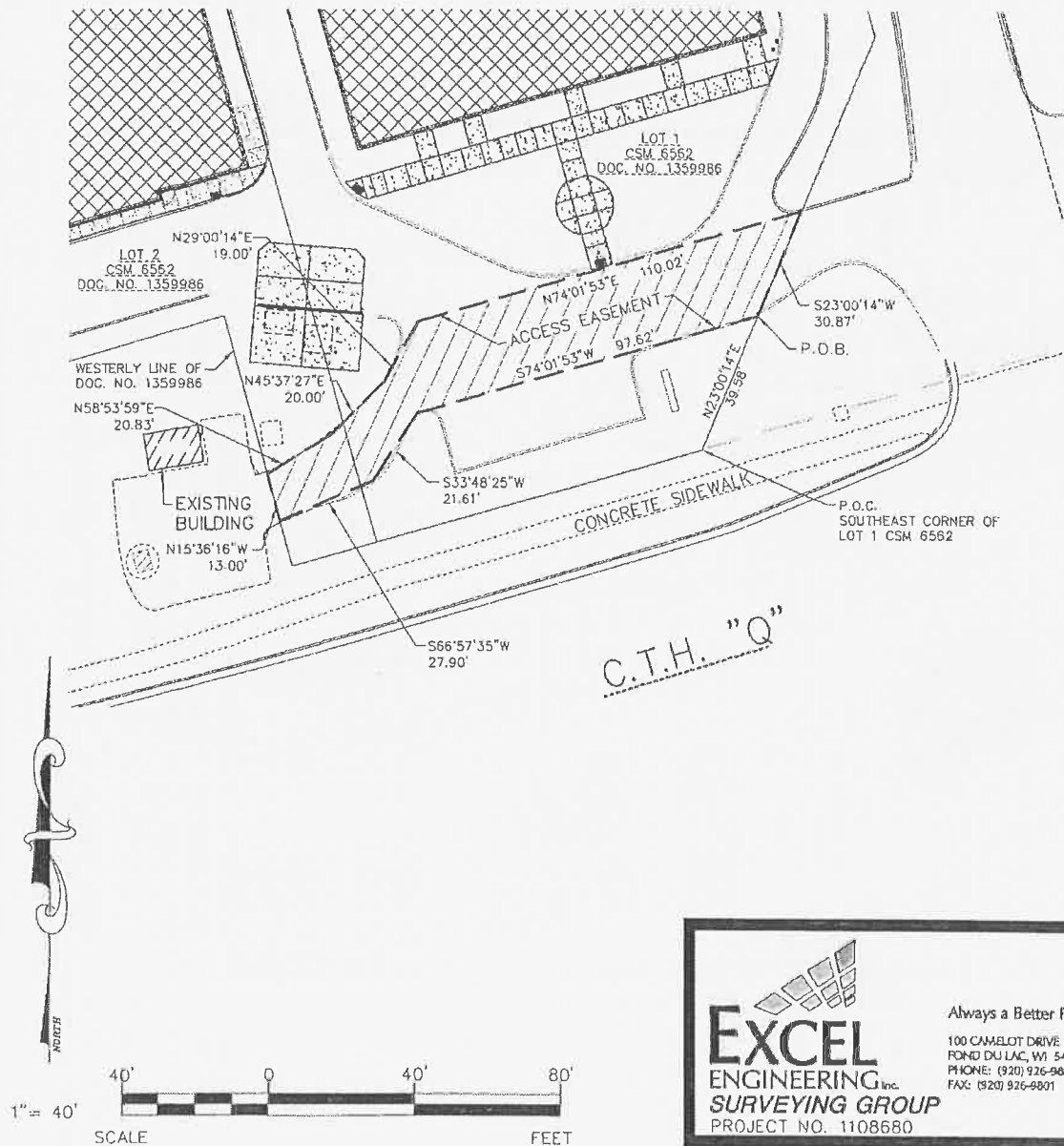
A part of the Southwest 1/4 of the Southeast 1/4, Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, described as follows:

Commencing at the Southwest corner of Lot 1, Certified Survey Map 3903, recorded as Document No. 607696; thence North 23°-00'-14" East along a Westerly line of said Lot 1, a distance of 39.58 feet to the point of beginning; thence South 74°-01'-53" West, a distance of 97.62 feet; thence South 29°-00'-14" West, a distance of 23.17 feet; thence South 74°-01'-53" West, a distance of 27.81 feet to a Westerly line of a parcel of land described per Document No. 850362; thence North 15°-36'-16" West along said Westerly line, a distance of 12.00 feet; thence North 74°-01'-53" East, a distance of 22.76 feet; thence North 29°-00'-14" East, a distance of 40.13 feet; thence North 74°-01'-53" East, a distance of 110.02 feet to a Westerly line of said Lot 1; thence South 23°-00'-14" West along said Westerly line, a distance of 30.87 feet to the point of beginning.

EXHIBIT C

ACCESS EASEMENT EXHIBIT

COPY



EXCEL
ENGINEERING inc.
SURVEYING GROUP
PROJECT NO. 1108680

Always a Better Plan
100 CAMELOT DRIVE
FOND DU LAC, WI. 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

11
2

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

MEETING DATE: December 2, 2014

AGENDA ITEM: New Business

ITEM TITLE: Request to Execute & Record Sanitary Sewer and Water Main Easement
– Continental 246, County Line Road

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

SUMMARY EXPLANATION:

This Sanitary Sewer and Water Main Easement was developed with intention of granting the Water Utility and the Wastewater Utility access to both existing and new public sewers and mains.

Village Attorney Sajdak reviewed the Agreement and after a few edits found it acceptable. Village Clerk Goeckner had also discovered a few administrative errors, which Continental is presently incorporating for the final document.

ATTACHMENTS:

Sanitary Sewer and Water Main Easement (draft)

STAFF RECOMMENDATION TO COMMITTEE:

Recommend that Village Board authorize execution and recording of the final Sanitary Sewer and Water Main Easement that incorporates Village Attorney and Village Clerk edits.

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.

COPY

SANITARY SEWER AND WATER MAIN EASEMENT

THIS SANITARY SEWER AND WATER MAIN EASEMENT AGREEMENT ("Agreement") is granted by Continental 246 Fund LLC, GRANTOR, and the Village of Germantown, a Wisconsin municipal corporation, GRANTEE.

RECITALS

- A GRANTOR is the fee holder of certain real property in the Village of Germantown, Washington County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the "Property").
- B. GRANTEE has requested that the GRANTOR grant a permanent easement (the "Easements") over certain portions of the Property as such portions are described on the attached and incorporated Exhibits B and C (collectively, the "Easement Areas").

Instrument Drafted by & Return To:

Brian C. Sajdak, Village Attorney
Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022

Parcel No. GTNV 333949 and
GTNV 333950

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- Grant of Easement – Sewer Main.** GRANTOR grants to GRANTEE, and its licensees, a perpetual nonexclusive easement and right-of-way to construct, reconstruct, install, maintain, operate, supplement, and remove, a public sanitary sewer line and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over the Sanitary Sewer Easement area identified and shown on Exhibit B. All improvements shall be located below grade (unless otherwise shown on plans submitted by Continental 246 Fund LLC on file at the Village of Germantown).
- Grant of Easement – Water Main.** GRANTOR grants to GRANTEE, and its licensees, a perpetual nonexclusive easement and right-of-way to construct, reconstruct, install, maintain, operate, supplement, and remove, a public water main and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over the Water Easement area identified and shown on Exhibit C. All improvements shall be located below grade (unless otherwise shown on plans submitted by Continental 246 Fund LLC on file at the Village of Germantown).
- Indemnification.** GRANTEE shall indemnify GRANTOR from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with

GRANTEE's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused intentionally or by the negligence or misconduct of GRANTOR or its agents or employees. In the event of an injury caused by GRANTOR, its agents or employees, GRANTOR shall indemnify GRANTEE from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with such actions.

4. **Duty to Defend.** GRANTOR hereby warrants that it has legal title to the Property and the lands which are subject to these Easements, and that the undersigned has lawful authority to grant these Easements on GRANTOR's behalf. GRANTOR shall defend GRANTOR in its exercise of rights granted under these Easements against any defect in title to the Property and the lands which are subject to these Easements, or the right of GRANTOR to make the grant contained herein.
5. **Consistent Uses Allowed.** GRANTOR reserves the right to use these Easements for purposes that will not interfere with the GRANTEE's full enjoyment of the easement rights granted in this Agreement except that GRANTOR agrees to restrict the use of the land in the Easement Areas as follows:
 - a. The Easement Area will only be put to uses consistent with this easement such as lawn areas, driveways and small, easily removable structures that will not interfere with access to the sewer or water main and related facilities or appurtenances.
 - b. No obstruction of access to the sewer or water main and related facilities or appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the Easement Areas.
 - c. The surface grade elevation of the Easement Areas shall not be raised or lowered more than four (4) inches without the prior written approval of the Village of Germantown Village Engineer.

Notwithstanding the foregoing, GRANTEE agrees that subject to applicable law, GRANTOR retains the right to cross and recross the Easement Areas with other utility lines, pipes, wires and easements and that GRANTOR may install paving, curb and gutter, landscaping and signs on the Easement Area so long as the same are not inconsistent with the grant of the easement herein.

6. **Restoration of Surface and Nondisturbance.** GRANTEE shall perform such maintenance, repairs or replacement to the sewer and water mains as it shall deem necessary and appropriate in the course of regular and customary operations or as may be necessitated by an extraordinary or emergency situation. Upon completion of any such work, GRANTEE shall backfill to the approximate pre-existing grade. GRANTOR, its successors and assigns (including tenants) shall be responsible for the restoration of any and all top soil, turf, other landscaping and/or surface pavement that is disturbed as a result of such work undertaken by GRANTEE.

Without limiting GRANTEE's rights granted herein, GRANTEE will cause the least possible interference with the activities of GRANTOR and any of its agents, contractors, tenants, licensees, guests, invitees, grantees, employees, representatives, successors (including, without limitation, any and all successors in title to the Property) and assigns in connection with its operations in the Easement Areas.

7. **Removal of Obstructions.** Unless immediate removal is necessitated by extraordinary or emergency circumstances, GRANTEE shall notify GRANTOR in writing of any obstructions within the Easement

Areas that need to be removed due to such obstruction's interference with the rights granted herein, including any interference with the structure and operations of the sewer and water main facilities installed in the Easement Areas. Upon receipt of such written notice, GRANTOR shall have thirty (30) days to remove such obstruction at GRANTOR's sole expense. In the event such obstruction is not removed, GRANTEE may remove such obstruction and charge the cost for removal of the same to the GRANTOR. Any unpaid costs shall be assessed against the real estate as a special charge pursuant Wis. Stat. § 66.0627.

8. **Connection to Sewer and Water Main Facilities.** In consideration of the grant of Sanitary Sewer and Water Main easements and the covenants herein contained, GRANTOR and GRANTEE agree that GRANTOR, in and upon developing GRANTOR's land, may freely install laterals and connections to and utilize all improvements installed by GRANTOR pursuant to these Easements (including the water systems of which they are part) in accordance with the Municipal Code of the Village of Germantown upon acceptance of the sanitary sewer and water main installed in these Easements granted hereunder. In hooking-up or connecting to the municipal sanitary sewer and water distribution system, GRANTEE shall levy upon GRANTOR only charges of general applicability to and for utilization of the Village of Germantown sanitary sewer and water main facilities and improvements. No special or unique tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge or any other charge not generally levied upon one connecting to the municipal sanitary sewer and water distribution systems shall be assessed to or against GRANTOR or GRANTOR's land in connection with such hook-ups.
9. **Covenants Run with Land.** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by GRANTOR and GRANTEE and their respective successors and assigns. The party named as GRANTOR in this Agreement and any successor or assign to the GRANTOR as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.
10. **Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.
11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
12. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Washington County, Wisconsin.
13. **Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
14. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

15. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
16. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

[SIGNATURE PAGE FOLLOWS]

The GRANTOR having caused these presents to be signed and sealed this _____ day of _____, 2014.

COPY

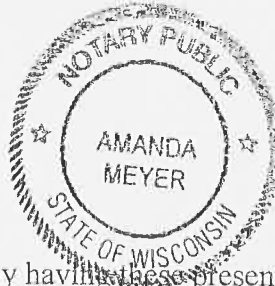
CONTINENTAL 246 FUND LLC
By Continental Properties Company, Inc., Manager

BY: Daniel J. Minahan
Daniel J. Minahan President AH

STATE OF WISCONSIN)
) ss.
Waukesha COUNTY)

Personally came before me this 5 day of November, 2014, the above-named Daniel J. Minahan, to me know to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My commission: 02/22/2015



The GRANTEE signifies its acceptance by having these presents to be signed and sealed this _____ day of _____, 2014.

VILLAGE OF GERMANTOWN

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

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

Notary Public, State of Wisconsin
My commission: _____

CONSENT OF MORTGAGEE

I, KEN STROM of Bank Mutual, mortgagee of Tax Key # GNTV 333949 and GNTV 333950 do hereby consent to the described water main easement by Continental 246 Fund LLC, owner of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby submits its mortgage described above to the described easement.

WITNESS the hand and seal of said mortgages this 7th day of NOVEMBER, 2014.

Ken Strom
By: Name: KEN STROM
Title: VICE PRESIDENT

STATE OF Wisconsin)
COUNTY OF Waukesha) ss.

Personally came before me this 7th day of November, 2014, the above-named KEN STROM to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jane Edenharter
Notary Public, State of Wisconsin
My commission expires: 11-15



EXHIBIT A

Legal Description

Lot 1 and Lot 2 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 75, as Document No. 1359986, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

EXHIBIT B

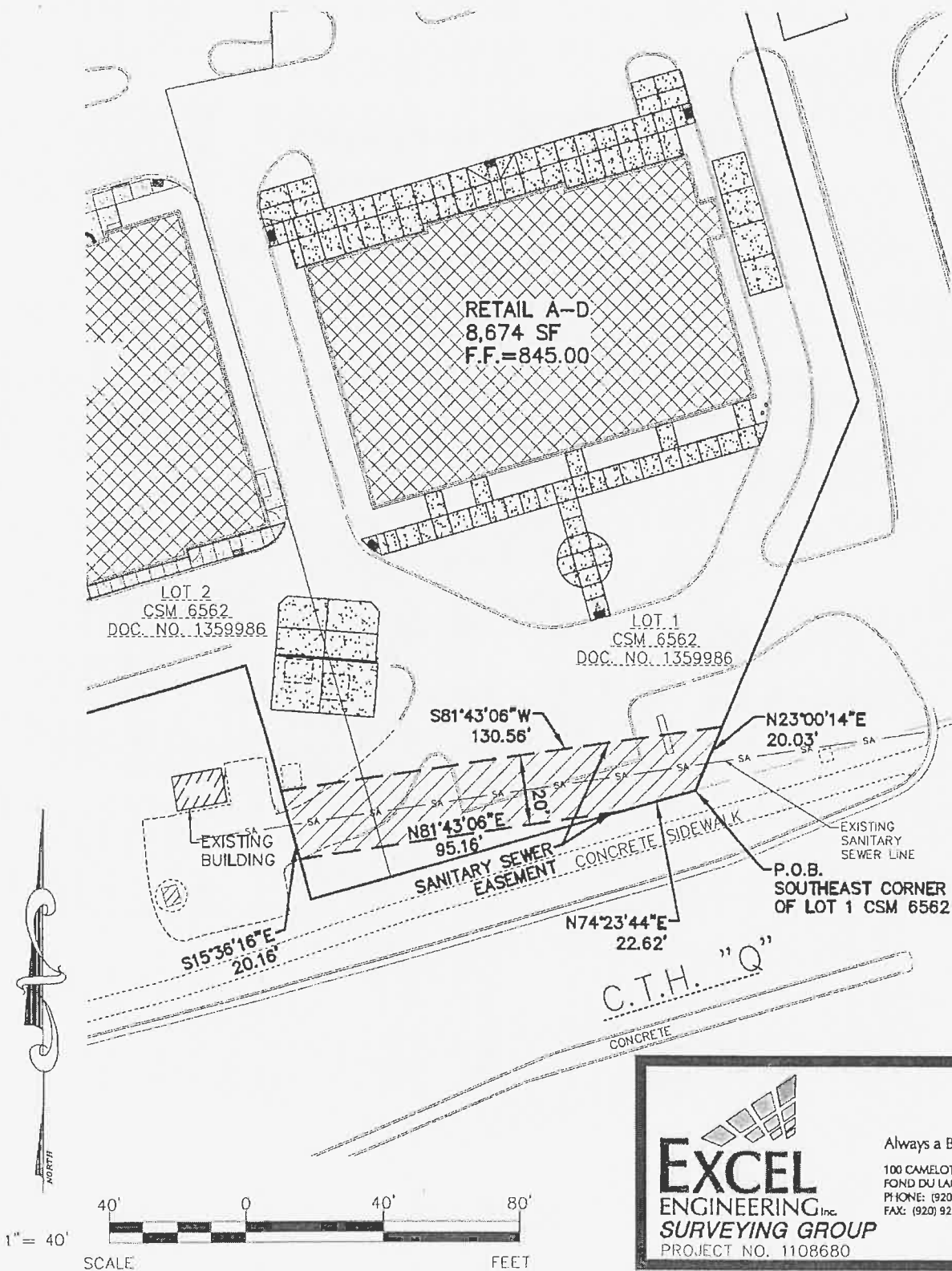
PUBLIC SANITARY SEWER EASEMENT DESCRIPTION

A part of Lot 1 and Lot 2 of Certified Survey Map No. 6562 recorded in the office of the Register of Deeds for Washington County, Wisconsin, on May 23, 2014 in Volume 50 of Certified Survey Maps, at Page 73, as Document No. 1359986, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, described as follows:

Beginning at the Southeast corner of said Lot 1; thence North $23^{\circ}-00'-14''$ East along an Easterly line of said Lot 1, a distance of 20.03 feet; thence South $81^{\circ}-43'-06''$ West, a distance of 130.56 feet to a Westerly line of said Lot 2; thence South $15^{\circ}-36'-16''$ East along said Westerly line, a distance of 20.16 feet; thence North $81^{\circ}-43'-06''$ East, a distance of 95.16 feet to the Southerly line of said Lot 1; thence North $74^{\circ}-23'-44''$ East along said Southerly line, a distance of 22.62 feet to the point of beginning.

PUBLIC SANITARY SEWER EASEMENT EXHIBIT

COPY





Always a Better Plan

100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

EXCEL
ENGINEERING Inc.
SURVEYING GROUP
PROJECT NO. 1108680

EXHIBIT C

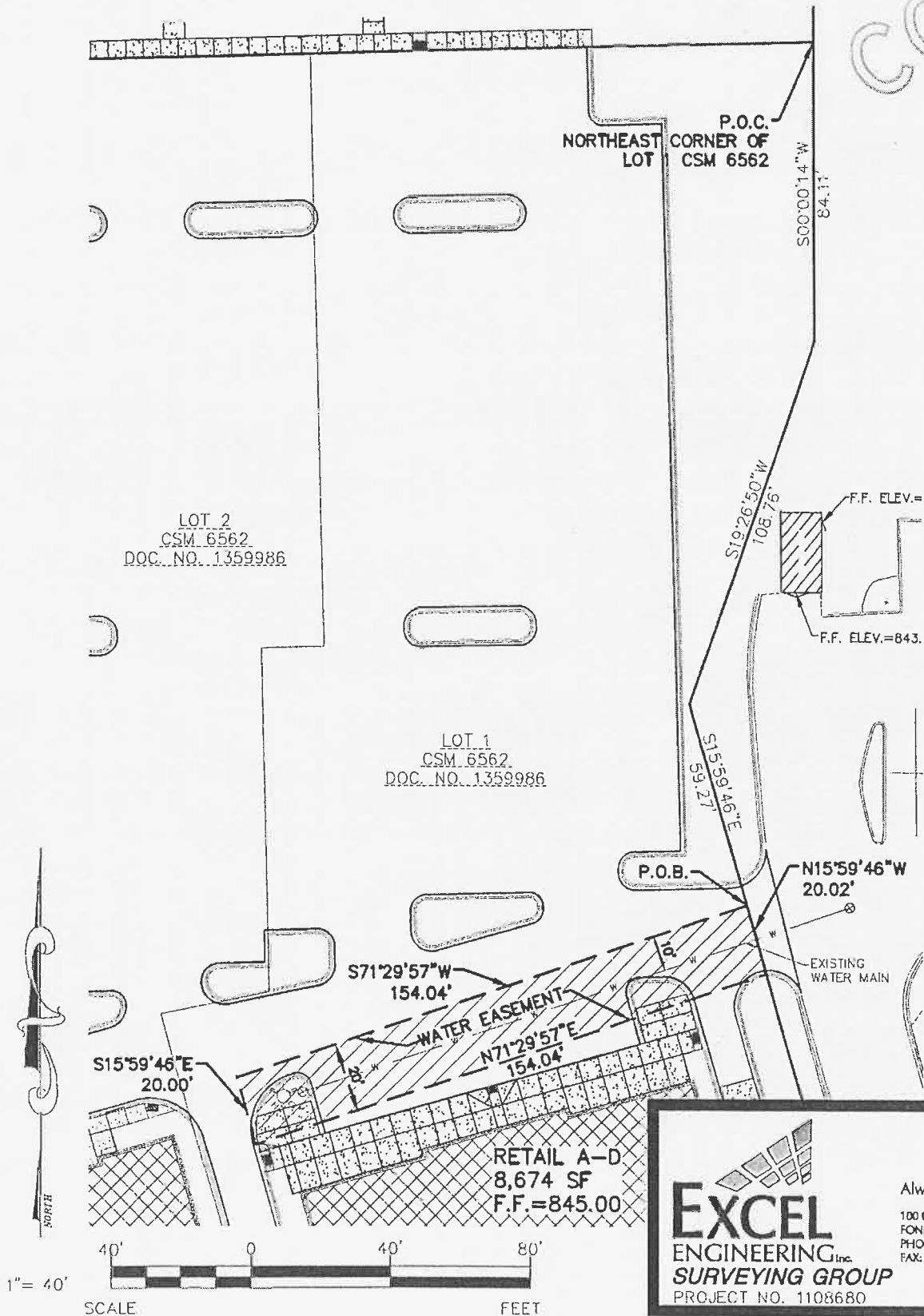
PUBLIC WATER EASEMENT DESCRIPTION

A part of Lot 1 of Certified Survey Map No. 6562 recorded in Volume 50 on Page 75 in the Washington County Register of Deeds Office as Document No. 1359986 being a part of the Southwest 1/4 of the Southeast 1/4, Section 33, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 00°-00'-14" West along an Easterly line of said Lot 1, a distance of 84.11 feet; thence South 19°-26'-50" West along an Easterly line of said Lot 1, a distance of 108.76 feet; thence South 15°-59'-46" East along an Easterly line of said Lot 1, a distance of 59.27 feet to the point of beginning; thence South 71°-29'-57" West, a distance of 154.04 feet; thence South 15°-59'-46" East, a distance of 20.00 feet; thence North 71°-29'-57" East, a distance of 154.04 feet to an Easterly line of said Lot 1; thence North 15°-59'-46" West along said Easterly line, a distance of 20.02 feet to the point of beginning.

PUBLIC WATER EASEMENT EXHIBIT

COPY



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

MEETING DATE: December 2, 2014

AGENDA ITEM: New Business

ITEM TITLE: Request to Release Retainer – Spassland Park Utilities

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

SUMMARY EXPLANATION:

Project included sanitary and water service extensions for the new pre-fabricated park shelter built in Year 2013.

Engineering Dept. representatives inspected these utilities and found them satisfactory.

ATTACHMENTS:

BCF invoice (11/17/2014)

STAFF RECOMMENDATION TO COMMITTEE:

Release the full retainer from the Spassland Park shelter utility extension project to BCF 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.

1 OF 1
11/18/2014

11/18/2014

Bryan C. Fischer, P.E.

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

MEETING DATE: December 2, 2014

AGENDA ITEM: New Business

ITEM TITLE: Request to Release Retainer – 2013 Road Projects

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

SUMMARY EXPLANATION:

Projects included:

- 1) Cedar Ln (Country Aire to Wasaukee);
- 2) Hawthorne Dr (Scarlet to Hidden Glen);
- 3) Hidden Glen Ct (Hidden Glen to End);
- 4) Hidden Glen Dr (Hawthorne to Creek Terrace);
- 5) Navajo Dr (Nigbor to East End);
- 6) Chippewa Dr (Division to East End);
- 7) Chippewa Ct (Nigbor to West End);
- 8) Nigbor Dr (Navajo to Subdivision Line);
- 9) Navajo Ct (Navajo Dr to North End); and
- 10) Portion of Country Aire Dr 1,400' South of Mequon Rd.

Engineering Dept. representatives inspected these roads in Fall 2014, and found them satisfactory.

ATTACHMENTS:

Payne & Dolan invoice (11/14/2014)

STAFF RECOMMENDATION TO COMMITTEE:

Release the full retainer from the 2013 road projects to Payne & Dolan.

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.



"Paving the Way
to the Future"

Payne & Dolan, Inc.

INVOICE

TO: Village of Germantown
N122W17177 Fond du Lac Ave
Germantown, WI 53022

DATE: November 14, 2014
PROJECT MANAGER: Ted Helleckson
CUSTOMER #: 113457
INVOICE #: 204119

JOB NAME: V/O Germantown 2013 Road Program

For furnishing the necessary labor, materials and equipment to complete the above named project as follows:

Retainer release	\$	33,914.07
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TOTAL AMOUNT DUE THIS INVOICE	\$	33,914.07
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*If you have any questions or concerns on this invoice, please contact me @ 262.677.5529
Thank you.*

Remit To: P.O. Box 781 ~ Waukesha, WI 53187-0781
262-524-1700 ~ FAX 262-524-1845

INVOICE DUE NET UPON RECEIPT

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

MEETING DATE: December 2, 2014

AGENDA ITEM: New Business

ITEM TITLE: Request to Accept Improvements – Lannon/Appleton Water Main Extension

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

SUMMARY EXPLANATION:

The contractor successfully installed the Year 2014 Phase 1 component of this project, which consisted of the Hwy. 41/45 crossing and nearly 1,000 feet extension up Appleton Ave. Both project components passed both bacteriological and pressure tests, and restoration was completed to Village satisfaction.

The Village Engineer recommends 2.5% minimum retainage allowed under the contract, which will total \$15,576.49.

ATTACHMENTS: None

STAFF RECOMMENDATION TO COMMITTEE:

Accept the Lannon/Appleton Water Main Extension improvements and retain the 2.5% minimum retainage allowed under the contract, which totals \$14,883.75.

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: December 2, 2014

AGENDA ITEM: New Business

ITEM TITLE: Request to Accept Improvements – TID #4 Retaining Wall Abutting Airgas Inc.

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

SUMMARY EXPLANATION:

Recall that the Developer's Agreement with Airgas specifies that the Village will take ownership and maintenance responsibilities for the retaining wall recently built just southeast of Well #11 and Tower #3.

Wall construction was completed on Oct. 31st. The Village hired R.A. Smith National to review drawings and inspect construction. Reports were prepared daily. Additionally, Airgas' general contractor hired PSI to analyze compaction results. Compaction failures occurred at the beginning of the wall's construction and those failing materials were removed. All subsequent compaction tests achieved minimum compaction standards.

ATTACHMENTS: None

STAFF RECOMMENDATION TO COMMITTEE:

Accept the retaining wall improvements.

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: December 2, 2014

AGENDA ITEM: New Business

ITEM TITLE: Request for Change Order – Lannon/Appleton Water Main Extension

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



SUMMARY EXPLANATION:

Some complexities associated with underground rock blasting, trenching utilities in rigid pavements, and crossing four underground high-pressure gas mains escalated project costs by 4.7% above that anticipated. The contractor has completed the work to the Village's satisfaction. A 4.7% change order of \$27,709.60 is requested to increase the contract value from \$595,350.00 to \$623,059.60, to be paid by TID #6 Acct. No. 46-576-530-4500.

Recall that the Year 2014 Hwy. 41/45 crossing and nearly 1,000 ft. extension up Appleton Ave. were Phase 1 of a 3-phased project. The Engineering Dept. intends to solicit bids for Phase 2 in Year 2015, which should continue extension up Appleton Ave. to a point near the Lannon Rd. intersection. Phase 3 in Year 2016 would complete the loop extension, and better safeguard municipal water service to properties located west of Hwy. 41/45.

ATTACHMENTS: None

STAFF RECOMMENDATION TO COMMITTEE:

Recommend that Village Board approve a 4.7% change order of \$27,709.60 to increase the contract value from \$595,350.00 to \$623,059.60, to be paid by TID #6 Acct. No. 46-576-530-4500.

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: December 2, 2014

AGENDA ITEM: New Business

ITEM TITLE: Request to Pay R.G. Huston Invoice – Airgas Driveway Modifications

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



SUMMARY EXPLANATION:

Recall that previous to Airgas acquiring its present-day parcel in TID #4, the parcel had been subdivided with intention of extending N. Patton Ct. north to service the new parcels. For this reason, paving the cul-de-sac's surface lift had been delayed.

After Airgas had substantially completed construction, the Village had intended to pave the surface lift. However, survey of the cul-de-sac and testimony from neighboring Wisconsin Stamping representatives revealed severe drainage problems requiring mitigation. Therefore, the Village had to re-grade the cul-de-sac. Airgas also had to re-grade its driveway entrance to the cul-de-sac bulb in order to help mitigate the drainage problems.

ATTACHMENTS:

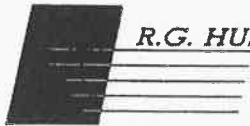
R.G. Huston invoice (10/24/2014)

STAFF RECOMMENDATION TO COMMITTEE:

Authorize \$4,425.73 payment to R.G. Huston.

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.



R.G. HUSTON COMPANY, INC.

2561 Coffeytown Road
Cottage Grove, Wisconsin 53527
608-255-9223
FAX: 608-839-5936

14-004

Airgas
N112 W13333 Mequan Road
Germantown, WI 53022

CG Schmidt
11777 West Lake Park Drive
Milwaukee, WI 53224

Attn: Matt Bruggink

Re-Grade Cul-da-sac

Date	Description	Qty	Unit	Unit Price	Total
10/24/2014	Hitachi ZX200 Excavator	5	HR	\$ 172.64	\$ 863.20
	Laborer	10	HR	\$ 81.00	\$ 810.00
	Cat CS56 Compactor	5	HR	\$ 153.31	\$ 766.55
	Semi Tractor & Lowboy Trailer	8	HR	\$ 175.00	\$ 1,400.00
	John Deer Loader	1	HR	\$ 174.68	\$ 174.68
	John Deere Haul Truck	2	HR	\$ 205.65	\$ 411.30

Grand Total: \$ 4,425.73

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

MEETING DATE: December 2, 2014

AGENDA ITEM: New Business

ITEM TITLE: Findings of Freistadt/Maple Intersection Study

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

SUMMARY EXPLANATION:

Recall that the Police Dept. had asked DPW/Highway and DPW/Engineering to investigate improvements to the intersection that would help reduce crash rates and severity at this intersection. Both the Public Safety Committee and the Village Board commissioned the Study.

The study's findings and recommendations will be reviewed during this Public Works & Highway Committee meeting.

ATTACHMENTS:

Freistadt Road (CTH F) & Maple Road Intersection Alternatives Study executive summary (11/14/2014)

STAFF RECOMMENDATION TO COMMITTEE:

Authorize design and installation of the Study's interim recommendations.

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.

Brionne Bischke

From: Brummond, Shana [Shana.Brummond@graef-usa.com]
Sent: Wednesday, November 19, 2014 1:47 PM
To: Brionne Bischke
Cc: Warren, Robert L.
Subject: RE: Draft Freistadt Road & Maple Road Intersection Study

Hi Brionne,

Yes, we recommend a TWLTL section between intersections to remove the left-turning vehicles from the through lane.

Freistadt Road is 50' face - face (46' flange - flange).
The typical section options are summarized below.

With bike lanes (included in study):

14' TWLTL
12' travel lanes
6' bike lanes (including 2' gutter)

Without bike lanes (optional):

16' TWLTL
15' travel lanes
2' gutter

Please let me know if you have any questions.

Thanks!
Shana

From: Brionne Bischke [mailto:bbischke@village.germantown.wi.us]
Sent: Wednesday, November 19, 2014 11:11 AM
To: Brummond, Shana
Cc: Warren, Robert L.
Subject: Draft Freistadt Road & Maple Road Intersection Study

Hi Shana:

I'm going to present your executive summary to the Public Works & Highway Committee. I'm thinking about a TWLTL between intersections. Would that be appropriate?

Brionne R. Bischke, P.E.

Village Engineer
Village of Germantown
N112 W17001 Mequon Rd., P.O. Box 337
Germantown, WI 53022-0337
Phone: (262) 250-4724; Fax: (262) 253-8255

"If you lose all hope, you stop trying and you stop caring. That won't do. I think that each of us is put here to dilute the misery in the world. You may not be able to make a big contribution, but you can make a small contribution, and you've got to try." - Dr. Karl Menninger

From: Brummond, Shana [mailto:Shana.Brummond@graef-usa.com]
Sent: Friday, November 14, 2014 5:38 PM



One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

MEMORANDUM

TO: Brionne Bischke, P.E.

FROM: Shana Brummond, P.E., PTOE

DATE: November 14, 2014

SUBJECT: Freistadt Road (CTH F) & Maple Road Intersection Alternatives Study
Village of Germantown, Wisconsin

Introduction

The Village of Germantown has identified potential safety and operational concerns for the Freistadt Road (CTH F) and Maple Road intersection. GRAEF has prepared this study to evaluate the existing conditions and analyze intersection improvement alternatives. The study includes a safety assessment, traffic forecasts, signal warrant analysis, traffic operational analyses, alternatives analysis and recommendation.

Study Area

The Freistadt Road and Maple Road intersection is shown on Exhibit 1. The intersection is located within the Germantown Business Park. Machining Concepts, Inc. is planning a manufacturing development in the northeast quadrant of the intersection. The intersection currently operates under two-way stop control and the existing intersection geometrics are shown on Exhibit 2.

The study area roadways are discussed below.

Freistadt Road (CTH F) is an east-west four-lane undivided roadway with a posted speed limit of 40 miles per hour (mph) through the study area. It should be noted that the four-lane undivided roadway is a 1 mile long section from approximately 600 feet west of McCormick Drive to River Lane. Freistadt Road narrows to a two-lane undivided roadway outside of this four-lane section. According to the Wisconsin Department of Transportation (WisDOT), the Year 2013 annual average daily traffic (AADT) along Freistadt Road was 4,300 vehicles per day (vpd) east of Maple Road.

Maple Road is a north-south four-lane undivided roadway between Lannon Road (STH 167) and Freistadt Road and narrows to a two-lane undivided roadway north of Freistadt Road. The posted speed limit on Maple Road is 40 mph in the vicinity of

Freistadt Road. According to the WisDOT, the Year 2013 AADT for Maple Road ranged from 1,100 vpd south of STH 145 to 9,600 vpd north of Mequon Road.

Safety Assessment

The Village provided crash reports for the study area intersection for the most recent five year period (January 1, 2009 through December 31, 2013). During these five years, 23 crashes were reported at the intersection. It should be noted that property damage crashes with less than \$1,000 of damage do not need to be reported in Wisconsin. Table 1 summarizes the type and severity of the crashes.

Table 1
Year 2009-2013 Intersection Crash Summary

Crash Type	Crash Severity			Total
	Property Damage Only	Injury	Fatal	
Right Angle	9	7	0	16
Left Turn	2	2	0	4
Rear End	2	1	0	3
Total	13	10	0	23

For comparison purposes, intersection crash rates are expressed as crashes per million entering vehicles (MEV) to account for the traffic volumes. The study area intersection has a crash rate of 1.73 crashes per MEV. Intersections with crash rates exceeding 1.5 crashes per MEV should be evaluated further to identify potential safety improvements. An intersection collision diagram is provided in Appendix 1. Approximately 70 percent of the crashes were right angle. As shown on the collision diagram, the right-angle crashes were comprised of the following patterns:

- 6 right angle crashes involved southbound and westbound vehicles
- 6 right angle crashes involved northbound and eastbound vehicles
- 4 right angle crashes involved northbound and westbound vehicles

The majority of the right angle crashes involved westbound vehicles that could be related to the crest vertical curve on Freistadt Road east of the intersection. Based on field observation, vehicles on Freistadt Road appear to be traveling at speeds higher than the posted speed limit. Freistadt Road could operate acceptably as a two-lane roadway and the additional capacity is allowing for increased travel speeds. Higher travel speeds along Freistadt Road causes safety concerns for drivers on Maple Road crossing the intersection to be able to identify an appropriate gap in traffic. In January of 2014, the Village installed dangerous intersection signs on Freistadt Road in the vicinity of the Maple Road intersection.

Roadway Review

As part of the safety assessment, GRAEF conducted a preliminary review of the study area roadways in the vicinity of the intersection to evaluate design standards. The roadway design speed is 5 mph higher than the posted speed limit. Therefore a design speed of 45 mph was used for Freistadt Road and Maple Road.

Vertical Curve

The existing Freistadt Road profile east of the Maple Road intersection has a crest vertical curve with the PI located approximately 200 feet east of the intersection. The existing grade extending to the east from the Maple Road intersection has a +2.05% grade leading into the crest vertical curve, followed by a -2.35% grade. The crest vertical curve has a length of approximately 500 feet which exceeds the minimum sight distance for a design speed of 45 mph.

Based on the survey provided by the Village, the existing Maple Road profile does not have a vertical curve through the intersection. The grades approaching the intersection are approximately 1.5% making a change of grade of 3.0% across the crown of Freistadt Road. This grade break exceeds the 0.7% maximum change of grade without a vertical curve threshold for the 45 mph design speed. The grade break has been acceptable under a low speed two-way stop control condition. If traffic signals are installed, the substandard profile should be brought up to current design standards.

Stopping Sight Distance

The stopping sight distance along Freistadt Road was evaluated with the 45 mph design speed. The K value is defined as the horizontal distance needed to produce a 1% change in gradient; a higher K value indicates a flatter curve making it acceptable for higher speeds. The existing 500 foot crest vertical curve has a K value of 113. The vertical curve exceeds the minimum criteria for stopping sight distance (K=61), but does not meet the desirable decision sight distance (K=212) for an object height of 24 inches.

Intersection Sight Distance

There are safety concerns related to the intersection sight distance specifically looking to the east over the crest vertical curve. A field evaluation was conducted to review the intersection sight distance. Table 2 summarizes the intersection sight distances looking to the east over the crest vertical curve.

Table 2
Intersection Sight Distances Looking to the East

Type of Vehicle	Direction of View	Intersection Sight Distance		Existing Conditions
		Minimum	Desirable	
Passenger Vehicle (Eye Height - 3.5 feet)	South Approach – looking to the right	535	700	Exceeds minimum
	North Approach – looking to the left	500	535	Exceeds minimum
Semi Truck (Eye Height - 7.6 feet)	South Approach – looking to the right	815	955	Exceeds minimum
	North Approach – looking to the left	790	955	Exceeds minimum

As shown in Table 2, the existing sight distance for the north and south approaches looking to the east meets the minimum requirement. Although traffic along Freistadt Road may be traveling above the 45 mph design speed, which would require longer sight distances.

Existing Traffic

In April of 2014, GRAEF conducted a turning movement traffic count at the Freistadt Road and Maple Road intersection. Based on the traffic count, the weekday morning peak hour was identified to be 6:45 to 7:45 am, the weekday afternoon peak hour was identified to be 2:15 to 3:15 pm and the weekday evening peak hour was identified to be 4:30 to 5:30 pm. The existing (Year 2014) peak hour traffic volumes are shown on Exhibit 3. The intersection traffic count is included in Appendix 2.

Traffic Forecasts

GRAEF evaluated the trends of the historic daily traffic volumes for Freistadt Road and Maple Road in the vicinity of this intersection. Based on historic and anticipated traffic growth for this area, an annual growth rate of 2% was applied to the existing traffic to develop the traffic forecasts. The trips expected to be generated by the manufacturing development are included in the traffic forecasts. For the purpose of this study, construction was estimated to occur in the Year 2017. The daily traffic forecasts for the anticipated construction year (Year 2017) and design year (Year 2037) are summarized in Table 3.

Table 3
Daily Traffic Forecasts

	Existing AADT (Year 2013)	Daily Traffic Forecasts	
		Year 2017	Year 2037
Freistadt Road (East of CTH Y/Goldendale Road)	3,500 (2010)	4,100	6,100
Freistadt Road (East of Maple Road)	4,300	4,700	7,000
Maple Road (North of Mequon Road)	9,600	10,600	15,700
Maple Road (South of STH 145)	1,100	1,200	1,800

As shown in Table 3, the design year (Year 2037) daily traffic forecast for Freistadt Road ranges from 6,100 vpd east of CTH Y/Goldendale Road to 7,000 vpd east of Maple Road. The Year 2037 traffic forecast for Freistadt Road indicates a two-lane roadway is sufficient. A two-lane roadway typically reaches its capacity with 14,000 to 15,000 vehicles per day. The Year 2037 daily traffic forecast for Maple Road ranges from 1,800 vpd south of STH 145 to 15,700 vpd north of Mequon Road. The design year peak hour traffic volumes for the study area intersection are shown on Exhibit 4.

Traffic Signal Warrant Analysis

The existing (Year 2014) traffic volumes for the Freistadt Road intersection with Maple Road were compared to the warrants for traffic signal installation set forth in the *2009 Edition of the Manual on Uniform Traffic Control Devices* (MUTCD) to determine if a traffic signal is warranted. The existing traffic volumes do not meet any warrants with the existing four-lane roadway section on Freistadt Road. Based on the traffic forecasts, Freistadt Road is expected to operate acceptably as a two-lane roadway through the Year 2037. With two travel lanes on Freistadt Road, the existing traffic volumes meet Warrant 2 (Four Hour Volume), which justifies further consideration of installing a traffic signal. The signal warrant analyses are provided in Appendix 3.

Traffic Operational Analysis

Level of Service Definition

The study area intersection was analyzed using procedures set forth in the *2010 Highway Capacity Manual* (HCM). Level of Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS 'A', to very poor, represented by LOS 'F'. For analysis and design purposes, Level of Service (LOS) 'D' was used to define acceptable peak hour operating conditions. Descriptions of the various levels of service are presented below and summarized in Table 4:

LOS A is the highest level of service that can be achieved. Under this condition, intersection approaches appear quite open, turning movements are easily made, and nearly all drivers find freedom of operation. At signalized intersections, average delays are less than 10 seconds. At stop controlled intersections, average delays are less than 10 seconds.

LOS B represents stable operation. At signalized intersections, average vehicle delays are 10 to 20 seconds. At stop controlled intersections, average delays are 10 to 15 seconds.

LOS C still represents stable operation, but periodic backups of a few vehicles may develop behind turning vehicles. Most drivers begin to feel restricted, but not objectionably so. At signalized intersections, average vehicle delays are 20 to 35 seconds. At stop controlled intersections, average delays are 15 to 25 seconds.

LOS D represents increasing traffic restrictions as the intersection approaches instability. Delays to approaching vehicles may be substantial during short peaks within the peak period, but periodic clearance of long lines occurs, thus preventing excessive backups. At signalized intersections, average vehicle delays are 35 to 55 seconds. At stop controlled intersections, average delays are 25 to 35 seconds.

LOS E represents the capacity of the intersection. At signalized intersections, average vehicle delays are 55 to 80 seconds. At stop controlled intersections, average delays are 35 to 50 seconds.

LOS F represents jammed conditions where the intersection is over capacity and acceptable gaps for stop controlled intersections in the mainline traffic flow are minimal. At signalized intersections, average vehicle delays exceed 80 seconds. At stop controlled intersections, average delays exceed 50 seconds.

Table 4
Intersection Level of Service (LOS) Designations

Level of Service (LOS)	Stop Control	Traffic Signals
	Average Delay per Vehicle (sec/veh)	Average Delay per Vehicle (sec/veh)
A	<10.0	<10.0
B	10.1 – 15.0	10.1 – 20.0
C	15.1 – 25.0	20.1 – 35.0
D	25.1 – 35.0	35.1 – 55.0
E	35.1 – 50.0	55.1 – 80.0
F	>50.0	>80.0

Existing (Year 2014) Traffic Analysis

The existing (Year 2014) peak hour traffic volumes are shown on Exhibit 3. The existing intersection geometrics are shown on Exhibit 2. The existing peak hour operating conditions with the two-way stop control and intersection geometrics is shown on Exhibit 5. The southbound approach and the northbound left-turn and through movements currently operate unacceptably at LOS F conditions during the morning peak hour. All movements currently operate at LOS D or better conditions during the afternoon and evening peak hours. The existing traffic analysis is included in Appendix 4.

Alternatives Analysis

Based on discussions with Village staff, a roundabout was not desired at this location and therefore not considered during the alternatives analysis. The two improvement alternatives include restriping the four-lane undivided section of Freistadt Road to provide one through lane in each direction with exclusive left-turn lanes at the Maple Road intersection. Consider a 3-lane section with a two-way left-turn lane (TWLTL) outside of the intersection.

Two-Way Stop With Median Alternative: The intersection continues to operate under two-way stop control for the Maple Road approaches with a raised median provided on Freistadt Road to allow for two-stage crossing. Exhibit 6 shows the design year traffic operations for the two-way stop with median alternative. With the two-way stop with median alternative, select northbound and southbound movements are expected to experience unacceptable operations (LOS E or F) during the weekday morning and evening peak hours.

Traffic Signal Alternative: The intersection operates under fully actuated traffic signal control. Due to the low traffic volumes on Freistadt Road (major street), the existing traffic meets one warrant for traffic signals with the major street becoming a two-lane roadway (i.e. one lane in each direction). Exhibit 7 summarizes the design year traffic operations for the traffic signal alternative. All movements are expected to operate acceptably at LOS D or better conditions with the traffic signal alternative.

The design year (Year 2037) traffic analysis is included in Appendix 5.

Recommendations

Based on the traffic analysis, the two-way stop with median alternative is expected to experience unacceptable delays with the design year (Year 2037) traffic and therefore is not a feasible improvement. It is recommended to reduce the travel lanes on the one mile section of Freistadt Road to a two-lane roadway and plan for a future traffic signal at this intersection. The recommended intersection geometry for the traffic signal alternative is shown on Exhibit 8. The conceptual layouts and cost estimate are provided in Appendix 6. The estimated cost for the improvement project including the one mile section of Freistadt Road is approximately \$480,000. It should be noted that the cost estimate is based on conceptual level design and does not account for utility impacts, construction engineering or real-estate acquisitions for grading easements. As traffic volumes increase in the future, exclusive right-turn lanes may be needed at the signalized intersection for the eastbound and northbound right-turn movements to reduce delays and traffic queues.

Interim Recommendations

Consider the following interim safety improvements for the two-way stop control intersection:

- Reduce the travel lanes on Freistadt Road to a two-lane roadway. Geometric improvements are typically more effective at reducing the travel speeds than signage alone. The interim improvement would require seal coating and pavement marking for the one mile section of roadway.
- Grading the terrace along the north side of Freistadt Road (east of Maple Road) to improve sight distance for the north approach. This could be required with the development of the northeast quadrant.
- Install intersection warning sign (W2-1) with flashing beacon on Freistadt Road on the approach to the Maple Road intersection.
- Install radar speed feedback signs on Freistadt Road to increase driver's awareness of their travel speed.
- Increase police presence and enforcement along Freistadt Road.

Conclusions

Freistadt Road could operate acceptably as a two-lane roadway and the additional capacity of the four-lane roadway is allowing for increased travel speeds. The higher travel speeds along Freistadt Road and crest vertical curve could be contributing to the right angle crashes occurring at the Maple Road intersection. The intersection currently experiences operational issues during the morning peak hour under two-way stop control. A traffic signal is warranted with Freistadt Road reconfigured to a two-lane roadway. It is recommended to plan for a future traffic signal at this intersection and consider interim safety improvements for the two-way stop control condition.

Exhibits

Exhibit 1	Study Area Map
Exhibit 2	Existing Intersection Geometrics
Exhibit 3	Existing (Year 2014) Peak Hour Traffic Volumes
Exhibit 4	Design Year (Year 2037) Peak Hour Traffic Volumes
Exhibit 5	Existing (Year 2014) Traffic Operations with Existing Geometrics
Exhibit 6	Two-Way Stop With Median Alternative - Design Year (Year 2037) Traffic Operations
Exhibit 7	Traffic Signal Alternative – Design Year (Year 2037) Traffic Operations
Exhibit 8	Traffic Signal Alternative Recommended Geometrics

Appendix

Appendix 1	Intersection Collision Diagram
Appendix 2	Intersection Traffic Count
Appendix 3	Traffic Signal Warrant Analyses
Appendix 4	Existing (Year 2014) Traffic Operational Analysis
Appendix 5	Design Year (Year 2037) Traffic Operational Analysis
Appendix 6	Traffic Signal Alternative – Conceptual Layout & Cost Estimate

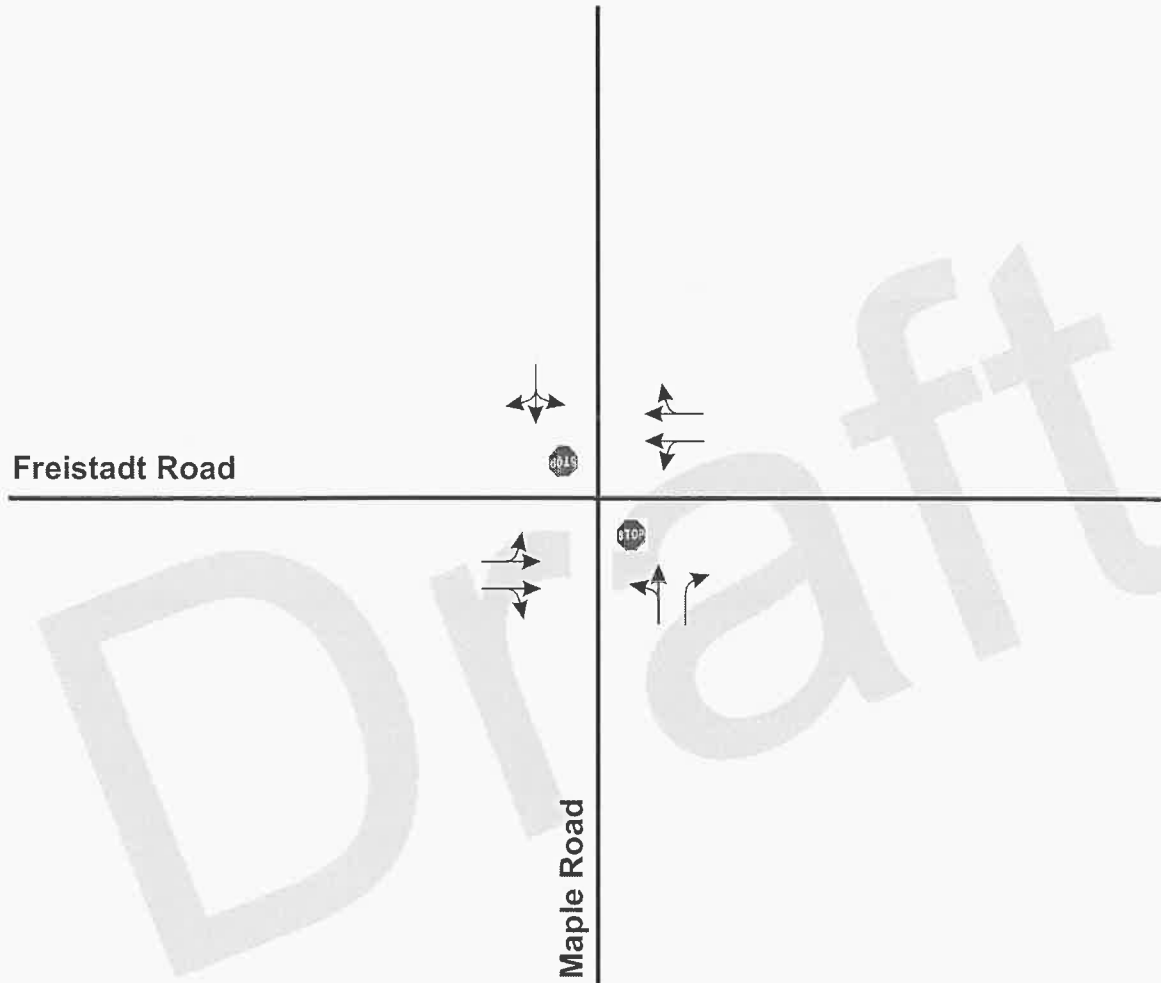


NORTH
NOT TO SCALE



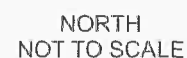


NORTH
NOT TO SCALE



LEGEND

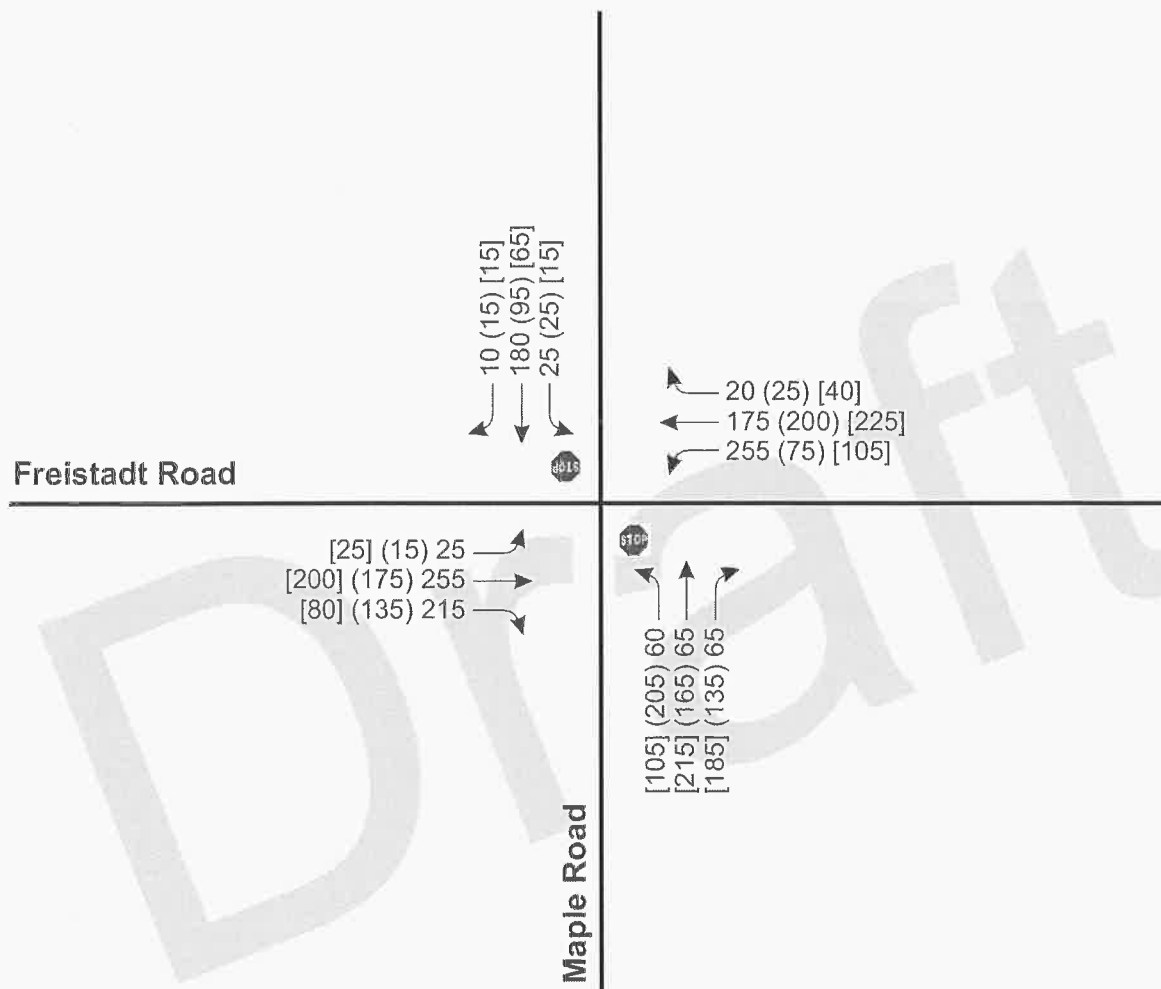
-  STOP SIGN
-  EXISTING GEOMETRICS



-  STOP SIGN
 XXX WEEKDAY MORNING PEAK HOUR (6:45 - 7:45 AM) TRAFFIC VOLUMES
 (XXX) WEEKDAY AFTERNOON PEAK HOUR (2:15 - 3:15 PM) TRAFFIC VOLUMES
 [XXX] WEEKDAY EVENING PEAK HOUR (4:30 - 5:30 PM) TRAFFIC VOLUMES



NORTH
NOT TO SCALE

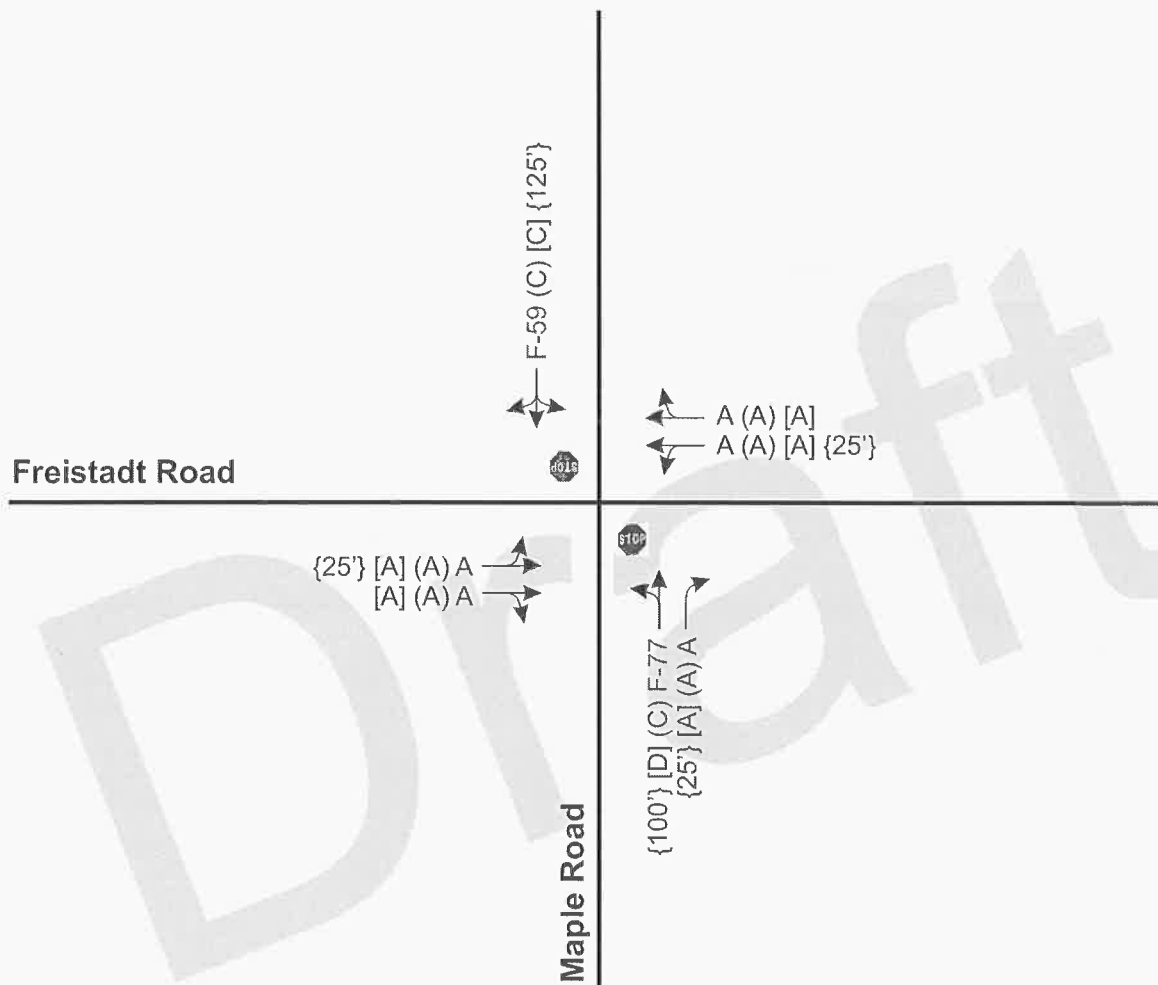


LEGEND

- STOP SIGN
- XXX WEEKDAY MORNING PEAK HOUR (6:45 - 7:45 AM) TRAFFIC VOLUMES
- (XXX) WEEKDAY AFTERNOON PEAK HOUR (2:15 - 3:15 PM) TRAFFIC VOLUMES
- [XXX] WEEKDAY EVENING PEAK HOUR (4:30 - 5:30 PM) TRAFFIC VOLUMES



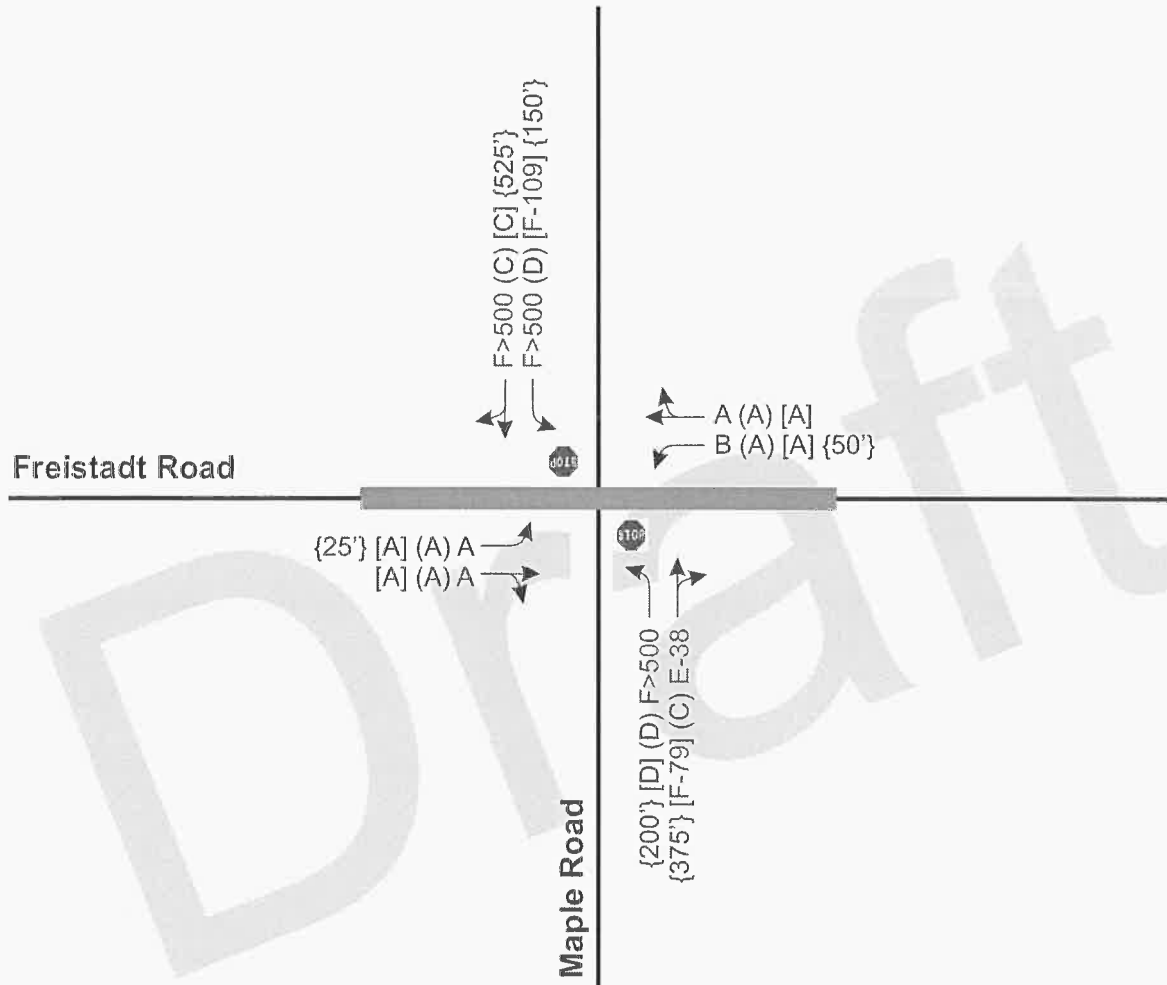
NORTH
NOT TO SCALE



LEGEND

- STOP SIGN
- EXISTING GEOMETRICS
- X WEEKDAY MORNING PEAK HOUR (6:45 - 7:45 AM) LEVEL OF SERVICE
- (X) WEEKDAY AFTERNOON PEAK HOUR (2:15 - 3:15 PM) LEVEL OF SERVICE
- [X] WEEKDAY EVENING PEAK HOUR (4:30 - 5:30 PM) LEVEL OF SERVICE
- {XXX'} MAXIMUM 95TH PERCENTILE TRAFFIC QUEUE (IN FEET)

NOTE: FOR MOVEMENTS WITH LOS E OR F OPERATIONS, THE AVERAGE DELAY PER VEHICLE (IN SECONDS) IS PROVIDED.



LEGEND

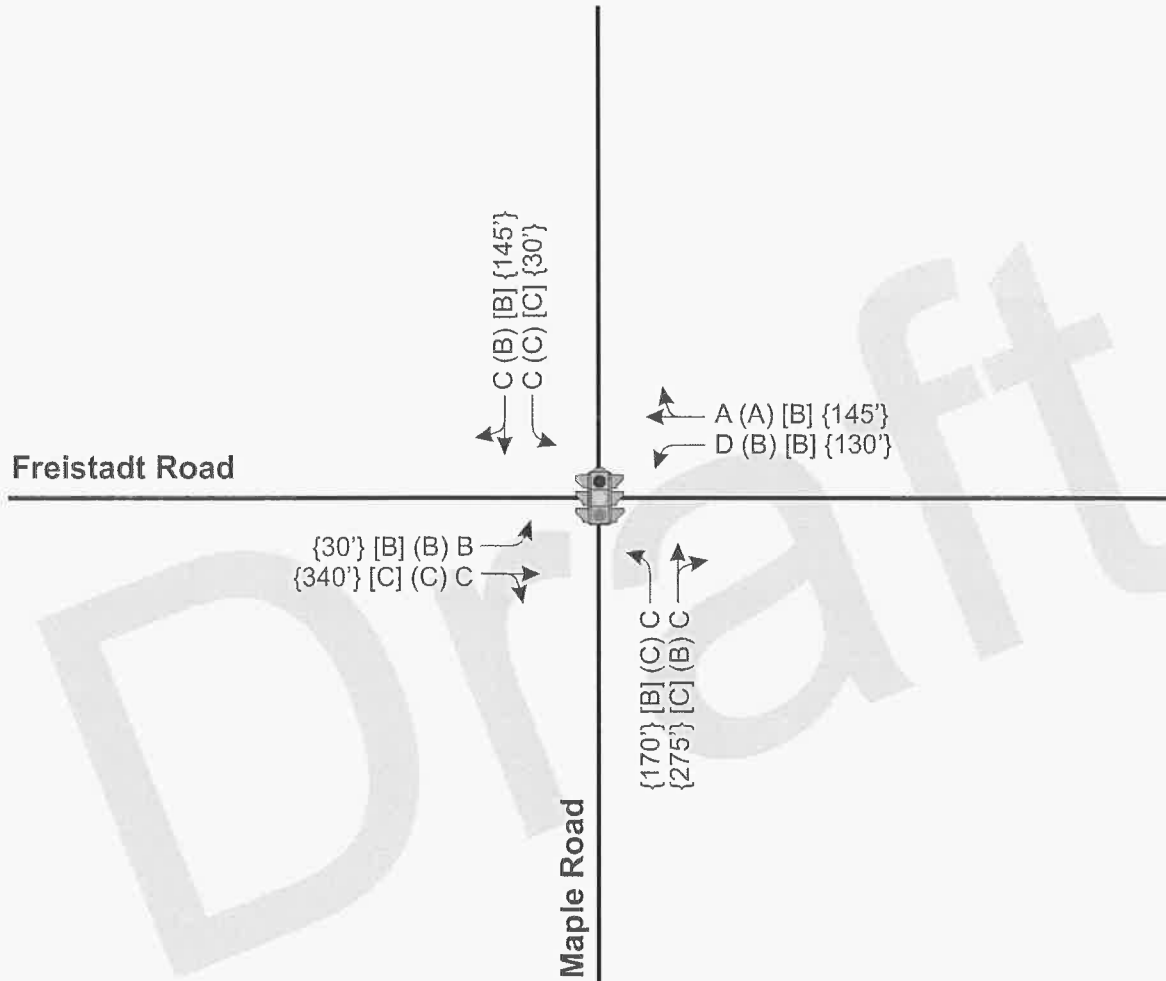
-  STOP SIGN
-  RECOMMENDED GEOMETRICS
-  RAISED MEDIAN
- X WEEKDAY MORNING PEAK HOUR (6:45 - 7:45 AM) LEVEL OF SERVICE
- (X) WEEKDAY AFTERNOON PEAK HOUR (2:15 - 3:15 PM) LEVEL OF SERVICE
- [X] WEEKDAY EVENING PEAK HOUR (4:30 - 5:30 PM) LEVEL OF SERVICE
- {XXX'} MAXIMUM 95TH PERCENTILE TRAFFIC QUEUE (IN FEET)

NOTE: FOR MOVEMENTS WITH LOS E OR F OPERATIONS, THE AVERAGE DELAY PER VEHICLE (IN SECONDS) IS PROVIDED.

EXHIBIT 6 TWO-WAY STOP WITH MEDIAN ALTERNATIVE DESIGN YEAR (YEAR 2037) TRAFFIC OPERATIONS FREISTADT ROAD & MAPLE ROAD INTERSECTION GERMANTOWN, WISCONSIN



NORTH
NOT TO SCALE



LEGEND

-  TRAFFIC SIGNAL
-  EXISTING GEOMETRICS
- X WEEKDAY MORNING PEAK HOUR (6:45 - 7:45 AM) LEVEL OF SERVICE
- (X) WEEKDAY AFTERNOON PEAK HOUR (2:15 - 3:15 PM) LEVEL OF SERVICE
- [X] WEEKDAY EVENING PEAK HOUR (4:30 - 5:30 PM) LEVEL OF SERVICE
- {XXX'} MAXIMUM 95TH PERCENTILE TRAFFIC QUEUE (IN FEET)



NORTH
NOT TO SCALE



LEGEND

-  TRAFFIC SIGNAL
-  RECOMMENDED GEOMETRICS
- XXX' MINIMUM STORAGE LENGTH (IN FEET)
- (XXX') DESIRABLE STORAGE LENGTH (IN FEET)
- [XXX'] RECOMMENDED STORAGE LENGTH (IN FEET)

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

MEETING DATE: December 2, 2014

AGENDA ITEM: New Business

ITEM TITLE: Request Authorization to Scope Regional Storm Water and Vehicular-Based Public Improvements for the "Main Street Entertainment District Area" Located Generally South of Main Street and West of Fond du Lac Avenue

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



SUMMARY EXPLANATION:

At its November 10th meeting, the Plan Commission discussed the desire to have a unified plan for development in the "Main Street Entertainment District Area" that addressed topics including regional drainage, traffic circulation and parking. There are multiple property owners in the area that have discussed or proposed possible development in the area.

This interest provides an opportune time for the Village to scope out possible public improvements south of Main St. that would mitigate regional drainage, traffic circulation and parking concerns beyond that which would only be necessary for any individual development itself.

ATTACHMENTS:

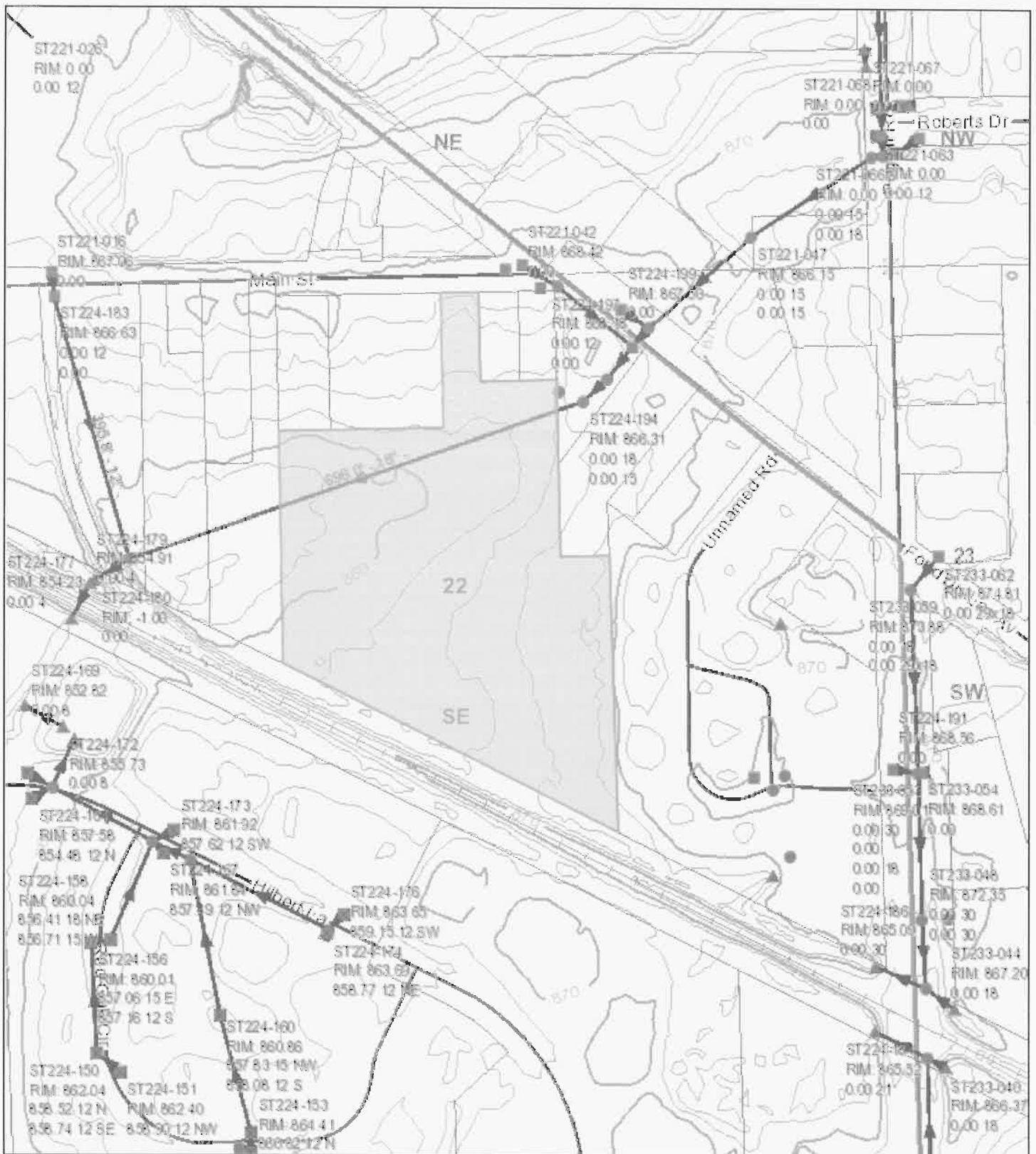
- 1) Main St. Entertainment District Storm Sewer Exhibit
- 2) Main St. Entertainment District Aerial Exhibit

STAFF RECOMMENDATION TO COMMITTEE:

Authorize staff to scope regional storm water and vehicular-based public improvements for the "Main Street Entertainment District Area" located generally south of Main Street and west of Fond du Lac Avenue.

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.



Main St. Entertainment District Storm Sewer

DISCLAIMER:

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

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

Village of

Germantown

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



SCALE: 1 = 198'

Print Date: 11/20/2014



Main St. Entertainment District Aerial

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