

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **THURSDAY, August 6, 2015** *****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 Miller, Warren and Zabel
- III. **APPROVAL OF MINUTES:** July 1, 2015
- 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. **UNFINISHED BUSINESS:**
 - A. Consideration of WDOT Invoice – Donges Bay Road (Division Road to STH 145)
 - B. Adoption of the 2016 Road Reconstruction Projects
- VI. **NEW BUSINESS:**
 - A. Maintenance of Ditches Within Village's Right-of-Way – Discussion and/or Action
 - B. Authorization to Purchase – Plow for Truck Equipment #301
 - C. Authorization to Contract – EAB Ash Tree Treatments
 - D. Authorization to Contract For Road Patch – Springhill Lane
 - E. Authorization to Purchase – Fuel Card Reader Upgrade
 - F. Release Retainer – Visu Sewer – CIPP Lining
 - G. Authorization to Purchase – Wet Well Mixing Systems – Main Street & Old Farm Lift Stations
 - H. Presentation by WE Energies Regarding Easement Acquisitions and Utility Conflicts for High Pressure Gas Main Relay and Possible Action
 - I. Request for Change Order by Water Well Solutions – Well #4
 - J. Review and Possible Action of Developers Agreement for Prairie Glen Phase II Subdivision
 - K. Approval to Pay Invoice – Emergency Repair – Division Road Culvert
 - L. Request to Approve a Resolution Approving Amendments to the 2015 Budget - Line Item Transfer – Division Road Culvert
 - M. Review and Possible Action of a Resolution Establishing the Residential Equivalency User Charge (A.K.A. Residential Equivalent Connection)

- N. Request to Approve a Resolution Approving Amendments to the 2015 Budget – Line Item Transfer – Fire Station No. 2 Concrete Driveway

VII. ANNOUNCEMENTS:

VIII. 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

July 1, 2015
Village Hall Board Room

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

ROLL CALL: Chm. Kaminski, Trustee Members Miller (5:06 p.m.), Warren, and Zabel. Also present were Interim Dir./Engr. Bischke, and Secretary Wick.

PREVIOUS MINUTES:

MOTION made by Warren, seconded by Zabel to approve the Minutes of June 3, 2015.

Motion carried unanimously.

PUBLIC COMMENT: None

RESOLUTION TO ADOPT THE 2014 COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR): Supt. Zimmerman presented for review the 2014 Compliance Maintenance Annual Report (CMAR). The report is part of the renewal of the WPDES (Wisconsin Pollutant Discharge Elimination System) General Permit.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the 2014 Compliance Maintenance Annual Report (CMAR) and adopt its results by Resolution.

Motion carried unanimously.

REJECTION OF BIDS – FIRE STATION NO. 2 DRIVEWAY: Engr. Bischke reported with the development of the 2015 Budget last year, a quote was received from TP Concrete estimating the cost of the Fire Station's driveway at \$43,750.00. Bid documents were let in May and the apparent low bidder was \$60,000 which exceeded the budget by \$15,000. All bids were rejected. Engr. Bischke further stated the Wisconsin State Legislature was considering elevating prevailing wage thresholds. If this would occur within the construction season, the Village could eliminate the contract's prevailing wage requirement and rebid the project. Staff will continue to monitor.

MOTION made by Zabel, seconded by Warren to reject all bids for the Fire Station No. 2 Driveway on Edison Drive due to bids exceeding the year 2015 budgeted amount by \$15,000.00.

Motion carried unanimously.

CONSIDERATION OF WDOT INVOICE – DONGES BAY ROAD (DIVISION ROAD TO STH 145): Engr. Bischke reported the Village was obligated to repay the WDOT monies expended for the Donges Bay Road design when the project was being designed under the WDOT Surface Transportation Program-Milwaukee (STP-M) program. Conversations with the WDOT and staff established the DOT did not charge interest on the monies and total repayment

was due no later than ten years from the mutually signed Three-Party Design Engineering Services Contract making a final due date of August 5, 2022. Engr. Bischke provided the Committee with amortization repayment schedules that would take advantage of the time value of money and be easier for future Village budgets to accommodate. Committee suggestions;

- Instead of yearly payments, consider reserving funds and pay in full the last year;
- Contact the WDOT to see if the Village can make the whole payment in year 2022;

Engr. Bischke will contact the WDOT on whether a lump sum payment was acceptable and discuss options presented to the Village's Finance Director.

MOTION made by Zabel, seconded by Warren to postpone consideration of the WDOT Invoice-Donges Bay Road (Division Road to STH 145) until the August, 2015 Public Works Committee meeting.

Motion carried unanimously.

ADOPTION OF THE 2016 ROAD RECONSTRUCTION PROJECTS: Engr. Bischke requested Committee input on the selection of potential 2016 road reconstruction projects. Geotechnical engineering consultants have already completed surveys, evaluations, and reconstruction recommendations for the roads listed in the Table below.

Project	Consultant Recommendation	2013 PASER Rating	Average Daily Traffic	Est. Cost
Donges Bay Rd (Pilgrim Rd to Magnolia Dr)	Pulverize & Overlay w/ EBS	3	2,400 (Yr. 1998)	\$822±K
Maple Rd (Cedar Ln to Rockfield Rd)	Pulverize & Overlay	2	350 (Yr. 2003)	\$294±K
Fieldstone Pass (Wagon Trl to Donges Bay Rd)	Remove & Replace Asphalt	3 5 (528')	150 (Yr. 2000)	\$344±K
Mequon Rd. Sidewalk (south side east of Pilgrim Rd.) ⁶	N/A	N/A	N/A	\$37±K
Year 2016 Total				\$1.497± million

Engr. Bischke stated Donges Bay Road was promising as to the possibility of far less excavation below surface than originally planned. With these additional available funds, there was a chance Country Aire Drive could be resurfaced. Based on an approximate \$1.5 million budgeted each year for road projects, staff calculates the number of road areas to be considered each year for Committee review and approval. In closing, Engr. Bischke stated in the next year he will develop a new menu of five year projects in which geotechnical engineering and borings will be completed on the selection of roads chosen. Discussion followed on current road conditions and reasons behind their deterioration. Suggested was resurfacing Concord Road. Engr. Bischke stated with Donges Bay Road in the menu of projects, Concord Road was not realistic for reconstruction until year 2017.

Trustee Warren requested the year in which the proposed roads were last reconstructed and stated he would work within the recommendations by staff but wanted to examine the roads listed above before approving any improvements.

Trustee Miller suggested once the debt service was retired maybe the Village budget would be increased and possibly accommodate Concord Road reconstruction.

MOTION made by Kaminski, seconded by Warren to postpone any recommendations on the adoption of the 2016 Road Reconstruction Projects until the Committee could research further.

Motion carried unanimously.

CONSIDERATION OF PEDESTRIAN ACCOMODATIONS FOR WISDOT INTERSTATE 41 BRIDGE REHABILITATION PROJECT: The WDOT is in the planning stages of rehabilitating bridges along the I-41 corridor. Currently the DOT is evaluating each bridge for bike and pedestrian accommodations and questioned the Village whether the WDOT's standard provision of 5' wide bike/pedestrian lanes would be sufficient or, if the Village would want to widen the bridges to accommodate more substantial bike/pedestrian facilities. Engr. Bischke noted Village requested improvements would most probably require substantial or complete Village funding. Other Village committees may share jurisdiction over this matter and their input should be considered. Discussion followed.

MOTION made by Warren, seconded by Miller to forward the consideration of pedestrian accommodations for WISDOT Interstate 41 bridge rehabilitation project to the Plan Commission and Park & Recreation Committee for their advisory comments.

Motion carried 3 -1 (Zabel)

AWARD OF CONTRACT-NORTHWAY FENCE – INSTALL BASKETBALL POLES/BACKBOARDS AT ALT BAUER PARK: Engr. Bischke reported the replacement of Alt Bauer Park's basketball courts and pathway was included in the Village's 2015 road projects in order to take advantage of economies of scale. As the installation of basketball poles/backboards was a specialty service, it was not listed in the road projects contract yet it needed to be coordinated with the road projects.

Collectively staff felt it was best to have Northway Fence complete the installation of poles/backboards and by the authority of the former Park and Rec Director requested the Engineering Department undergo the contract award process and manage coordination between Northway Fence and road contractor Payne & Dolan. Funds to be allocated from Acct. #40-552-570-8310.

MOTION made by Warren, seconded by Miller to approve awarding a contract with Northway Fence for \$4,470 to install basketball poles/backboards at the Alt Bauer Park. Funds to be allocated from Acct. #40-552-570-8310.

Motion carried unanimously.

SET AUGUST, 2015 MEETING DATE AND TIME: It was the consensus of the Committee to hold the next Public Works and Highway Committee meeting on Thursday, August 6, 2015 at 5:00 p.m.

ANNOUNCEMENTS: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:55 p.m.

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

Janice Wick, Recording Secretary

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

MEETING DATE: August 6, 2015

AGENDA ITEM: Unfinished Business **A**

ITEM TITLE: CONSIDERATION OF WDOT INVOICE – DONGES BAY ROAD
(DIVISION ROAD TO STH 145)

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer 

SUMMARY EXPLANATION:

During discussion of this item at the last Committee meeting, the Committee asked staff to investigate with the Wisconsin DOT and the Village Finance Director if the proposed amortized or escalated repayment plan would be acceptable. Staff was also asked to investigate if a sinking fund would be acceptable.

Wisconsin DOT representative's response is more drastic than prior discussions with the former DPW Director and present Village Engineer in that instead of the ten-year repayment plan previously mentioned over a telephone conference call that they now want repayment within a few months. He copied a few other Wisconsin DOT folks for clarification, and the expectation of repayment within a few months was affirmed.

The Village Finance Director advised that a sinking fund for this situation would be inappropriate. She also advised that full repayment within a few months would have dramatic impact to the Village's budget. For now, Acct. No. 40-580-583-4960 "DOT Donges Bay Design Payback" was created with a 2016 Budget of \$216,929.52 that will go through the Village's budget development process.

ATTACHMENTS:

- Wisconsin DOT response to proposed repayment plan
- Wisconsin DOT Invoice

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.

From: Schmidt, Robert - DOT [Robert1.Schmidt@dot.wi.gov]
Sent: Monday, July 27, 2015 5:01 PM
To: Brionne Bischke
Subject: FW: Project #2712-00-01 Donges Bay Road Invoice #L37303

Brionne, here is some further information from our expenditures accounting manager. Basically confirming my comments. The Village's suggested payment plan is not reasonable. WisDOT does have the authority to withhold GTA payments, but that is something we like to avoid at all costs.

From: Voigt, Sherri - DOT
Sent: Friday, July 24, 2015 10:44 AM
To: Schmidt, Robert - DOT
Cc: Coleman, June P - DOT; Reed, Robert - DOT
Subject: RE: Project #2712-00-01 Donges Bay Road Invoice #L37303

Bob-

What you state is correct. Repayment is more a matter of months than years. This seems to be a fairly unusual repayment plan. Items 12 and 14 in the SMA seems to deal with payment by local. June/Bob may have better information there.

Under PeopleSoft, there would also be the opportunity for DOR tax offsets to recover (beyond GTA withholding).

From: Schmidt, Robert - DOT
Sent: Monday, July 13, 2015 3:44 PM
To: 'Brionne Bischke'
Cc: Voigt, Sherri - DOT; Coleman, June P - DOT; Higdon, Hans - DOT; Reed, Robert - DOT
Subject: RE: Project #2712-00-01 Donges Bay Road Invoice #L37303

Hello Brionne. I don't believe that schedule is anywhere near acceptable to WisDOT. My reference below probably should have provided better parameters for length of payment - I was thinking more in months than years. This is federal funding that needs to be repaid in a timely fashion per the State/Municipal Agreement signed by the Village.

I am copying a couple folks that may be able to provide some better guidance on a payment schedule for this outstanding invoice.

Robert Schmidt, P.E.
 WisDOT SE Region
 141 NW Barstow St.
 P.O. Box 798
 Waukesha, WI 53187-0798
 (262)548-8789

From: Brionne Bischke [<mailto:bbischke@village.germantown.wi.us>]
Sent: Friday, July 10, 2015 3:43 PM
To: Schmidt, Robert - DOT
Subject: Project #2712-00-01 Donges Bay Road Invoice #L37303

Hi Bob:

During their July 1, 2015 meeting, members of the Village Public Works & Highway Committee asked me to contact Wisconsin DOT to see if the following payments into an interest-bearing Village-owned account devoted for a one-time Year 2022 payment to the Department for the subject invoice would be acceptable to the Department:

Year	
2016	\$26,489.93
2017	\$27,989.93
2018	\$29,489.93
2019	\$30,989.93
2020	\$32,489.93
2021	\$33,989.93
2022	\$35,489.93
	\$216,929.52



From: Schmidt, Robert - DOT [<mailto:Robert1.Schmidt@dot.wi.gov>]

Sent: Monday, August 18, 2014 4:52 PM

To: Brionne Bischke

Cc: Elkin, John A.; Kramer, Kathleen - DOT; Bannantine, Ann; Dan Ludwig; Smith, Clayton L - DOT; Becker, Todd

Subject: RE: Village Board's June 2, 2014 Action w/r Prospective STP-M Funds Availability for the Donges Bay Road Reconditioning Project

It really won't make a difference. We will be withdrawing federal funds from this project and that should be done fairly soon. The Village will then be invoiced for 100% of the project charges. How long it takes the Village to pay the invoice is mostly up to the Village. We expect prompt payment, but do not charge interest. WisDOT could hold back any GTA the Village receives, but that would be highly unlikely.

It's best for our records and book keeping if you just close the contract. Then we can close the ID and remove it from our system.

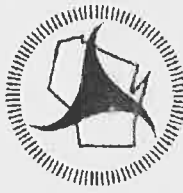
From: Todd Becker [<mailto:todd.becker@daarcorp.com>]

Sent: Friday, August 15, 2014 11:03 PM

To: Brionne Bischke; Schmidt, Robert - DOT

Cc: Elkin, John A.; Kramer, Kathleen - DOT; Bannantine, Ann; Dan Ludwig

Subject: RE: Village Board's June 2, 2014 Action w/r Prospective STP-M Funds Availability for the Donges Bay Road Reconditioning Project



DIVISION OF BUSINESS MANAGEMENT
Bureau Of Business Services
PO Box 7366
Madison, WI 53707-7366

**PROGRESS INVOICE - THIS IS NOT A FINAL BILL
SOUTHEAST REGION**

FOR ADDITIONAL INFORMATION CONTACT THE REGION OFFICE (262) 548-6895

To: BARBARA GOECKNER
VILLAGE OF GERMANTOWN
PO BOX 337
GERMANTOWN WI 53022-0337

JUNE 4, 2015

Invoice: L37303

State Project No.: 2712-00-01
DONGES BAY ROAD
DIVISION ROAD TO STH 145
PE/RECONDITIONING

Local Unit ID : 66131
Local Appropriation : 276

VILLAGE OF GERMANTOWN: \$271,087.23

PREVIOUS PAYMENTS AND WORK CREDITS: \$54,157.71

Balance Due: \$216,929.52

***** BALANCE DUE - PAYMENT DUE WITHIN 30 DAYS OF RECEIPT *****

VENDOR #	_____
ACCT. #	40-541-570-8908
DISC. #	_____
APPROVAL	_____

(Please refer to the above state project number and invoice number for all inquiries)
(Please detach the part below & return with your payment - Retain the rest for your records)
=====Detach Here=====Detach Here=====Detach Here=====

Invoice Number: L37303
Date: 2015-06-04

Balance Due: \$216,929.52

Amount Paid: _____

Make Checks Payable To:
WISCONSIN DEPT. OF TRANSPORTATION

Mail To:
WISCONSIN DEPT. OF TRANSPORTATION
Bureau of Business Services
P.O. Box 7366
Madison, WI 53707-7366

***** BALANCE DUE - PAYMENT DUE WITHIN 30 DAYS OF RECEIPT *****
**** FOR PROPER CREDIT, RETURN THIS PART WITH YOUR REMITTANCE ****

Category # 0010

DESIGN

Including Engineering	Category To Date	Funding	Limit	%W/In Pty	Fed Appr
\$271,087.23	\$271,087.23	VILLAGE OF GERMANTOWN	UNLIMITED	1	100.000%
\$271,087.23	\$271,087.23				

DISTRIBUTION OF COSTS TO DATE

Including Engineering	Category Costs To Date	Funding	Federal Appr
\$271,087.23	\$271,087.23	VILLAGE OF GERMANTOWN	
\$271,087.23	\$271,087.23		

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

MEETING DATE: August 6, 2015

AGENDA ITEM: Unfinished Business **B**

ITEM TITLE: ADOPTION OF THE 2016 ROAD RECONSTRUCTION PROJECTS

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer 

SUMMARY EXPLANATION:

The Village's geotechnical engineering consultants have already completed surveys, evaluations and reconstruction recommendations for the following roads:

Old Farm East Subdivision:

Project	Consultant Recommendation	2013 PASER Rating	Average Daily Traffic	Latest Surface Con./Recon.	Est. Cost
Auburn Ln (Fieldstone Pass to Hedge Way)	Remove & Replace Asphalt ¹	3	80 (Yr. 2000)	1987	\$145±K
Brook Hollow Ct (Termini to Brook Hollow Dr)	Remove & Replace Asphalt ¹	4	40 (Yr. 2000)	1991	\$21±K
Brook Hollow Dr (Hedge Way to Old Farm Rd)	Remove & Replace Asphalt ¹	4	150 (Yr. 2000)	1991	\$111±K
Fieldstone Pass (Wagon Trl to Donges Bay Rd)	Remove & Replace Asphalt ¹	3 5 (528')	150 (Yr. 2000) 40 (317' Yr. 2000)	1987, 91, 95	\$344±K
Hedge Way (Ridgeview Ln to Old Farm Rd)	Remove & Replace Asphalt ¹	3 4 (158')	150 (Yr. 2000)	1987, 91, 92	\$120±K
Old Farm Rd (Wagon Trl to Field Stone Pass)	Remove & Replace Asphalt ¹	3	150 (Yr. 2000)	1987, 92, 95	\$289±K
Ridgeview Ln (Old Farm Rd to Donges Bay Rd)	Remove & Replace Asphalt ¹	3	150 (Yr. 2000)	1987, 95	\$145±K
Timberline Ct (Old Farm Rd to Termini)	Remove & Replace Asphalt ¹	3	80 (Yr. 2000)	1991	\$111±K
Subdivision Total					\$1.286± million

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

Other Projects:

Project	Consultant Recommendation	2013 PASER Rating	Average Daily Traffic	Latest Surface Con./Recon.	Est. Cost
Donges Bay Rd (Pilgrim Rd to Magnolia Dr)	Pulverize & Overlay w/ EBS ⁵	3	2,400 (Yr. 1998)	1976	\$822±K
Concord Rd (Division Rd S to Pilgrim Rd)	Full depth Removal & Reconstruction ²	3	350 (Yr. 2000)	1973	\$475±K
Concord Rd. (Nigbor Dr to Water St)	Connect water main system gap ³	n/a	n/a	n/a	\$251±K ⁴
Maple Rd (Cedar Ln to Rockfield Rd)	Pulverize & Overlay ¹	2	350 (Yr. 2003)	1981	\$294±K

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)

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

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

It would be prudent stewardship to complete this existing menu of projects before adding projects that would require additional geotechnical engineer survey, evaluation and recommendation.

We project that this existing menu of projects would be depleted in Year 2017; therefore, it would be prudent to develop another five year (2018-2022) list of projects and contract a geotechnical engineer in Year 2017 to survey, evaluate and make reconstruction recommendations.

ATTACHMENTS:

1. Wisconsin DOT Rudimentary Needs exhibit
2. Wisconsin DOT Condition Needs exhibit

STAFF RECOMMENDATION TO COMMITTEE:

Adopt the following roads into the 2016 Road Reconstruction Projects:

Project	Consultant Recommendation	2013 PASER Rating	Average Daily Traffic	Latest Surface Con./Recon.	Est. Cost
Donges Bay Rd (Pilgrim Rd to Magnolia Dr)	Pulverize & Overlay w/ EBS	3	2,400 (Yr. 1998)	1976	\$822±K
Maple Rd (Cedar Ln to Rockfield Rd)	Pulverize & Overlay	2	350 (Yr. 2003)	1981	\$294±K
Fieldstone Pass (Wagon Trl to Donges Bay Rd)	Remove & Replace Asphalt	3 5 (528')	150 (Yr. 2000)	1987, 91, 95	\$344±K
Mequon Rd. Sidewalk (south side east of Pilgrim Rd.) ⁶	N/A	N/A	N/A	N/A	\$37±K
Year 2016 Total					\$1.497± million

⁶ Public Works & Highway Committee, Mar. 3 and Apr. 7, 2015

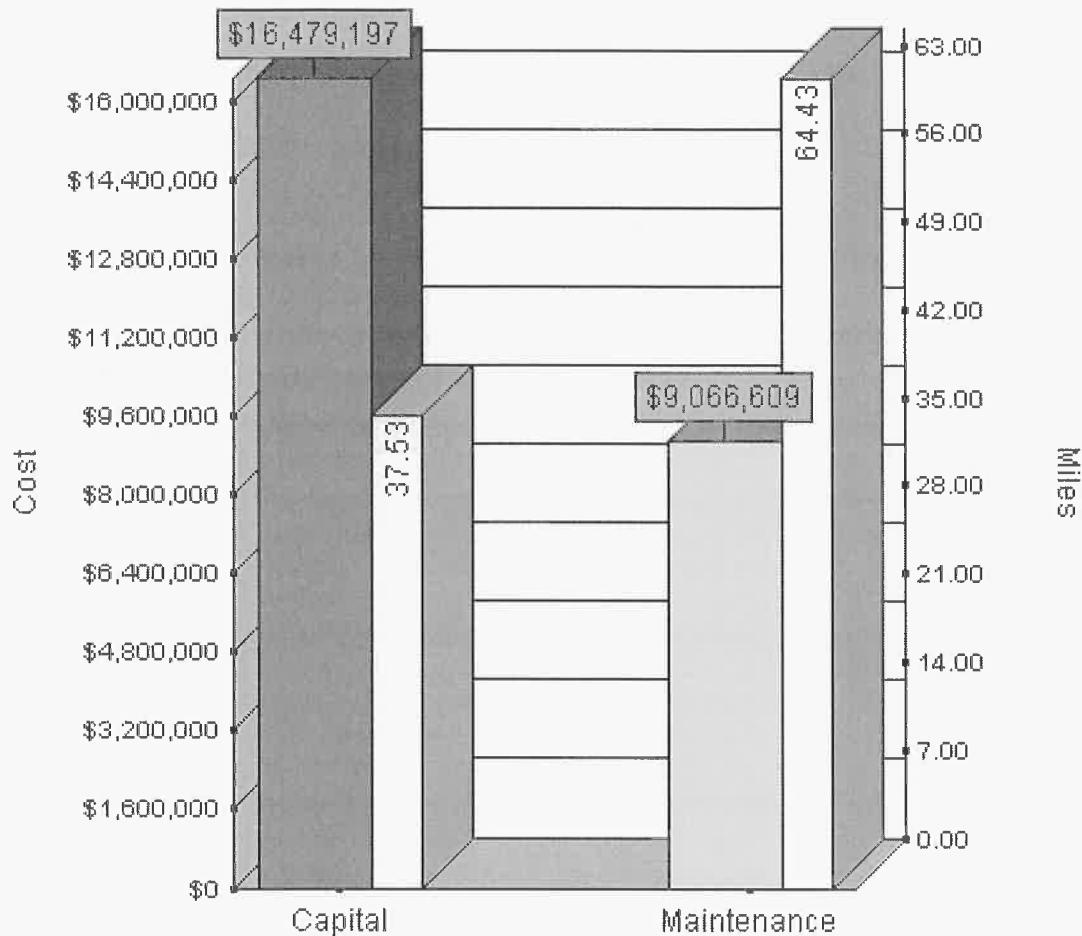
COMMITTEE ACTION:

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.

Rudimentary Needs Analysis

Village of Germantown

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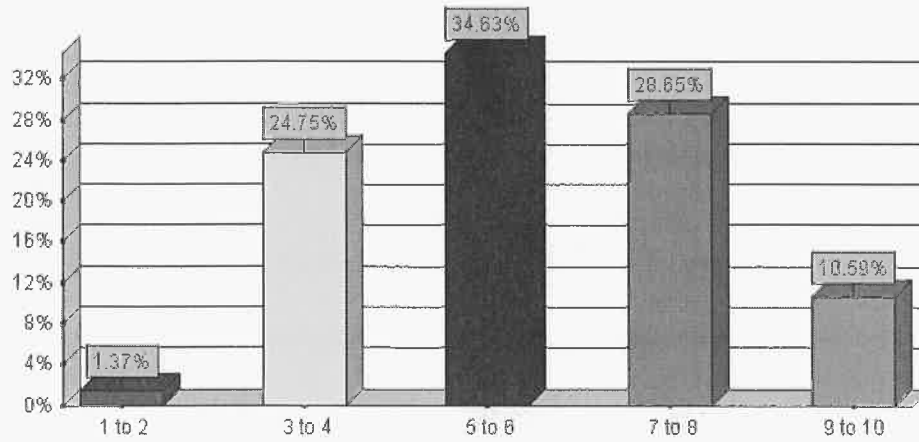
- 0.00% of needs attributed to this year's data
- 0.00% of needs attributed to one year old data
- 98.09% of needs attributed to two year old data
- 1.91% of needs are potentially unreliable - Rating Data > 2 years old
- 0.00% of needs are estimated - No Data
- 0.00% of needs are estimated - Data Too Old (> 5 years old)

***The information shown is based on actual data. Pavement sections without actual rating data were not included in this analysis.*

There are 130.37 miles of rated roadways and 0.00 miles of unrated roadways. Please note that mileage listed with the graph shown above is the portion of the rated roadway miles indicating need (designated as capital or maintenance).

Condition Frequency Report - Paved Village of Germantown

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Rating Range

- * Based on 130.37 miles of rated roadways.
- * Paved: 45,50,52,55,57,60,65,70,75

NEW BUSINESS "A"

COMMITTEE AGENDA ITEM

REQUEST FORM

I, Trustee ART ZABEL hereby request that the following item(s) be placed on the next agenda of the PUBLIC WORKS Committee, for consideration and action:

ITEM REQUESTED:

MAINTENANCE OF DITCHES WITHIN
VILLAGE'S RIGHT-OF-WAY

DISCUSSION/REASON:

DISCUSSION AND POSSIBLE ACTION ON A VILLAGE
POLICY FOR DITCH ENCLOSURE AND THE NUMBER
OF TIMES RIGHT-OF-WAY ARE CUT PER SEASON

Dated this 20 day of JULY, 2015

Art Zabel
Signature of Trustee

Received:

By:

Revised: 4/25/00

July 20, 2015
Janice

From: Kristen Lundeen [KLundeen@ci.mequon.wi.us]
Sent: Friday, July 24, 2015 10:05 AM
To: Brionne Bischke
Subject: RE: Ditch enclosures; ditch mowing frequency

Brionne,

See my answers below in red.

Kristen Lundeen

Director of Public Works/City Engineer
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092
klundeen@ci.mequon.wi.us
262-236-2938



From: Brionne Bischke [<mailto:bbischke@village.germantown.wi.us>]
Sent: Friday, July 24, 2015 9:47 AM
To: Kristen Lundeen
Subject: Ditch enclosures; ditch mowing frequency

Hi Kristen:

Does Mequon have a practice for warranting when it is appropriate to enclose roadside ditches? Our general policy is not to enclose ditches. The City operates with a rural cross section and provided the initial design was within City standards, we will not enclose ditches. In individual circumstances we will consider enclosing ditches if the slopes or depths have become a public safety issue, unmanageable or a mowing issue (for City crews, not for individual property owners).

Does Mequon have a practice for how frequently they mow roadside ditches? Twice a year.

	Brionne R Bischke, P.E. Village of Germantown Interim DPW Director / Village ... (262) 250-4724 Work (414) 975-4699 Mobile bbischke@village.germantown.wi.us N112 W17001 Mequon Rd. P.O. Box 337 Germantown, WI 53022-0337
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From: Johnson, Arlyn [AJohnson@menomonee-falls.org]
Sent: Friday, July 24, 2015 4:00 PM
To: Brionne Bischke
Cc: Hoffman, Tom
Subject: FW: Ditch enclosures; ditch mowing frequency
Attachments: Brionne R Bischke P E .vcf

Brionne,

See response below.

Arlyn R. Johnson, P.E.
Asst. Village Mgr./Director of Public Works

From: Hoffman, Tom
Sent: Friday, July 24, 2015 11:36 AM
To: Johnson, Arlyn
Subject: FW: Ditch enclosures; ditch mowing frequency

Can you answer these questions for Brionne?

Tom

From: Brionne Bischke [mailto:bbischke@village.germantown.wi.us]
Sent: Friday, July 24, 2015 9:45 AM
To: Hoffman, Tom
Subject: Ditch enclosures; ditch mowing frequency

Hi Tom:

Does Menomonee Falls have a practice for warranting when it is appropriate to enclose roadside ditches? We generally reject requests to enclose roadside ditches. We do not have a formal policy or guidelines for establishing criteria where it may be acceptable. We review each request on an individual basis to determine whether enclosure is appropriate.

Does Menomonee Falls have a practice for how frequently they mow roadside ditches? Again, we don't have a formal policy, however, generally we try to complete our rough cut mowing at least 2 to 3 times per season. Much of this depends upon availability of staff to operate the tractor.

	Brionne R. Bischke, P.E. Village of Germantown Interim DPW Director / Village ... (262) 250-4724 Work (414) 975-4699 Mobile bbischke@village.germantown.... N112 W17001 Mequon Rd. P.O. Box 337 Germantown, WI 53022-0337
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Brookfield.txt

From: Grisa@ci.brookfield.wi.us
Sent: Friday, July 24, 2015 11:03 AM
To: Brionne Bischke
Subject: Re: Ditch enclosures; ditch mowing frequency
Attachments: pic17421.jpg

Yes and yes.

Our ordinance is attached - which we use for allowing ditch enclosures (it must meet these standards - both).

15.24.050 Maintenance of developed properties.

A. Landscaping, plantings and other decorative surface treatments, including common species of grass, shall be installed and maintained to present an attractive appearance. Turf grasses shall be maintained to a height not to exceed eight inches in length. Dead tree or bush limbs shall be removed from the property when they pose a safety concern (as determined by the director of inspection services or his/her designee). Brush shall be removed from the property unless it is being used for composting. Plantings shall be maintained so as to enhance the appearance and value of the neighborhood and the city and shall comply with all provisions of the Brookfield Municipal Code. An exception to these requirements is that portion of a lot which is a wooded area of mature tree growth.

B. Duty of Abutting Property Owners.

1. The abutting property owner shall maintain the area between the curb and sidewalk and shall maintain the right-of-way area between their property line and the street pavement. Such areas shall be kept in good condition and repair, and free from debris. Turf grass and weeds shall be maintained at a height not to exceed eight inches. Noxious weeds as defined in Section 8.32.030 of this code shall be destroyed as provided by said section and the Wisconsin Statutes. The only exception to the maintenance provisions shall be the determination of the director of inspection services that the physical characteristics of the right-of-way make said maintenance hazardous for the property owner.

2. The physical or other characteristics that the director of inspection services shall consider in making this determination with respect to an exception from the maintenance requirements for ditch areas shall include, but not be limited to, slope, depth at bottom, and side structure. The presence of the following shall be deemed hazardous for maintenance by the property owner and shall be maintained by the city:

Brookfield.txt

Slope of ditch is steeper than 2:1 and

Depth of ditch is greater than 3 feet

3. If a property owner fails to comply with the requirements of this section, the director of inspection services, or his designee, after first giving at least five days but not more than thirty (30) days' written notice by mail to said owner, is authorized to perform or have performed the required maintenance. The cost of any such maintenance shall be charged against the owner of the abutting property and shall become a lien upon the abutting property as a special charge in accordance with the Wisconsin Statutes or a municipal citation may be issued to the property owner pursuant to Section 1.12.010 of the Brookfield Municipal Code. (Ord. 1655 Part I (part), III, 1998)

We require property owners to mow roadside ditches adjacent to their property. If we own the property, we mow the property including the ditch once every 1 to 2 weeks as needed. If the roadside ditch is adjacent to a wooded, naturalized or wetland area we mow once every 3 to 6 weeks depending on how much vegetation there is.

Thomas M. Grisa, P.E., F.ASCE
Director of Public Works
City of Brookfield
2000 N. Calhoun Road
Brookfield, WI 53005
Ph. (262) 796-6644
Fax (262) 782-1323

City of Brookfield: Pursuing Progress / Sustaining Success

Note: The City of Brookfield is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City email should presume that the email are subject to release upon request, and are subject to state record retention requirements. If you are not an intended recipient of this message, please notify the sender immediately.

From: Brionne Bischke <bbischke@village.germantown.wi.us>
To: "Thomas M. Grisa (Grisa@ci.Brookfield.wi.us)"
<Grisa@ci.Brookfield.wi.us>
Date: 07/24/2015 09:47 AM
Subject: Ditch enclosures; ditch mowing frequency

Hi Tom:

Brookfield.txt

Does Brookfield have a practice for warranting when it is appropriate to enclose roadside ditches?

Does Brookfield have a practice for how frequently they mow roadside ditches?

(Embedded image moved to file: pic17421.jpg) [attachment "Brionne R Bischke P E .vcf" deleted
by Tom Grisa/Brookfield]

From: Brionne Bischke
Sent: Friday, July 24, 2015 9:50 AM
To: 'dpw@richfieldwi.gov'
Subject: Ditch enclosures; ditch mowing frequency
Attachments: Brionne R Bischke P E .vcf

Hi Adam:

Does Ritchfield have a practice for warranting when it is appropriate to enclose roadside ditches?

Does Ritchfield have a practice for how frequently they mow roadside ditches?



Brionne R Bischke, P.E.

Village of Germantown
Interim DPW Director / Village ...

(262) 250-4724 Work
(414) 975-4699 Mobile
bbischke@village.germantown....
N112 W17001 Mequon Rd.
P.O. Box 337
Germantown, WI 53022-0337

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

MEETING DATE: Thursday August 6, 2015

AGENDA ITEM: New Business *B*

ITEM TITLE: Authorization to Purchase –Plow for truck #301

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quotes for the purchase of a Boss 9'2" DXT Poly V-plow. This purchase was approved as part of the 2015 budget.

Stern Enterprises	\$6,831.00
Mooses 4X4	\$6,894.65
5 Corners Dodge	\$6,985.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends purchasing a new poly v-plow for Truck #301 from Stern Enterprises for the amount not to exceed \$6,831.00. If approved funds shall be allocated from Parks line item account 10-553-570-8100.

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: Thursday August 6, 2015

AGENDA ITEM: New Business C

ITEM TITLE: Authorization to Contract – EAB Ash Tree Treatments

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quotes for the trunk injection treatments of select ash trees throughout the Village. The selected trees are centrally located within Fireman's Alt Bauer and Spassland Parks. The trees were selected by Village staff and Wachtel Tree Science. We are looking at treating approximately 84 trees; 31 at Firemans Park 5 at the Senior Center, 25 at Alt Bauer and 23 at Spassland. The Village received a DNR grant (\$5,075) to help offset the costs of these treatments. The bid opening for this project is due back to the Village August 5th and results will be presented at the August 6th Public Works Committee meeting.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends contracting with the lowest bidder and funds shall be allocated from parks account 10-553-530-5290.

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: Thursday August 6, 2015

AGENDA ITEM: New Business **D**

ITEM TITLE: Authorization to Contract-Asphalt Patch Spring Hill Ln.

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quotes for patching a section of Spring Hill Lane located in the Mountbrook Subdivision. An underground spring has caused a section of the road to substantially deteriorate. Village crews removed the existing asphalt, and a significant amount of and substandard subbase. We then installed drain tile, a stabilizing fabric, and appropriate aggregate. The approximate 135'x 20' patch will need to be installed by a contractor because of its overall size. Staff was still obtaining additional quotes at the time the backup material was due, and will bring the final results to the August PW Committee meeting.

Hilltop Asphalt: \$9,000

Payne and Dolan

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

Staff recommends contracting with the lowest qualified bidder in the amount provided. If approved, funds shall allocated from Highway Line item 10-542-530-3505.

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: Thursday August 6, 2015

AGENDA ITEM: New Business *E*

ITEM TITLE: Authorization to Purchase –Fuel Card Reader Upgrade

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quotes for the purchase of a new fuel card reader for the DPW fuel island. This system will be identical to the system at the Police Dept. The upgrade was necessary because the old system was not compatible with Windows 7. This system will satisfy the Village's needs for a number of years. This purchase was approved as part of the 2015 budget.

Badger Oil	\$12,030.00
Oil Equipment	\$13,321.00
Walt's Petroleum Service	\$16,206.43

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends purchasing a new fuel card reader system from Badger oil in the amount not to exceed \$12,030. If approved funds shall be allocated from Highway line item account 10-542-570-8100.

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: August 6, 2015

AGENDA ITEM: New Business *F*

ITEM TITLE: RELEASE RETAINER – VISU SEWER – CIPP LINING

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer 

SUMMARY EXPLANATION:

Visu Sewer performed the cast in place pipe lining project on the Wastewater Utility's interceptor sewer in Donges Bay Road and Fond du Lac Ave. The Committee accepted improvements during its July 1, 2014 meeting. It has been one year since then and the Wastewater Superintendent remains satisfied with the work completed. Staff recommends that Committee release the retainer.

ATTACHMENTS:

- Invoice

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.



www.visu-sewer.com

VILLAGE OF GERMANTOWN
N122 W17177 FOND DU LAC AVE
P.O. BOX 337
GERMANTOWN, WI 53022-0337

INVOICE NUMBER: 26879
INVOICE DATE: 7/22/2015

ATTN: TIM ZIMMERMAN
RE:2013 INTERCEPTOR SEWER BYPASS
P.O. # 31676
PAY ESTIMATE FINAL

CUSTOMER NO. 1011
JOB NO. 13211W-11

ITEM	DESCRIPTION	EST. QTY	U/M	PRICE	COMPLETED		AMOUNT
					THIS PERIOD	TO DATE	
A1	INTERCEPTOR SEWER CIPP LINING	3,356	LF	309.00		3,366.00	1,040,094.00
A2	LATERAL REINSTATEMENT	11	EA	325.00		10.00	3,250.00
	<u>CHANGE ORDER # 2</u>						
	REHAB MANHOLE #SA274-001	1	LS	11,900.00		1.00	11,900.00
	<u>CHANGE ORDER # 3</u>						
	REHAB MANHOLE SA363-021	1	LS	13,600.00		1.00	13,600.00
	BYPASS	1	LS	11,500.00		1.00	11,500.00

TOTAL WORK COMPLETED 1,080,344.00

LESS 0% RETAINAGE

LESS PREVIOUS PAYMENTS 1,053,335.00

TOTAL AMOUNT DUE 27,009.00

PLEASE REMIT TO:

VISU-SEWER, INC.
P.O. BOX 804
PEWAUKEE, WI 53072-0804

DUE UPON RECEIPT OF INVOICE.
A SERVICE CHARGE OF 1 1/2 % PER MONTH MAY
BE CHARGED ON ALL PAST DUE ACCOUNTS.

Visu-Sewer, Inc.

W230 N4855 Betker Dr, Pewaukee, WI 53072 (P) 800-876-8478 / 262-695-2340 (F) 262-695-2359

Equal Employment Opportunity/Affirmative Action Employer

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

MEETING DATE: August 6, 2015

AGENDA ITEM: New Business **G**

ITEM TITLE: Authorization to Purchase Wet Well Mixing Systems for Main Street and Old Farm Lift Stations

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

The 2015 capital budget for the Wastewater Utility contained monies to replace the failed comminutor at Old Farm Lift. While researching for a replacement, it was brought to my attention that a better alternative exists consisting of a chopper pump and a nozzle. This set up would both comminute and mix the wet wells. The mixing is an important component due to the stations running on constant level control. Main Street Lift and Old Farm Lift have significant solids precipitation and grease matting issues due to upstream food manufacturers at both sites. Even though the manufacturers are compliant with their discharge permit of 300Mg/l it still equates to grease loadings of 2,504 pounds/ mil gal. The solids and grease loadings are causing increased clean out frequencies and increased disposal costs at the landfill. 34.96 tons were removed and landfilled in April.

A request for proposals was solicited from 3 area pump suppliers for 5 pumps and 2 duplex wall mountable control panels the results are as follows:

William/Reid, Ltd. – Germantown	\$60,500.00
Pumping Solutions, Inc. – Hartford	\$70,406.00
L.W. Allen – Madison	Did not submit

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is staff's recommendation to purchase 5 Vaughan wet well conditioning pumps with two duplex control panels from William/Reid Ltd. for the amount not to exceed \$60,500.00 and to forward on this recommendation to the Village Board. The Utility will self-perform the installation. Monies are budgeted in 60-180-184-3250 other pumping equipment- in the Wastewater Utility Budget.

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: August 6, 2015

AGENDA ITEM: New Business *H*

ITEM TITLE: PRESENTATION BY WE ENERGIES REGARDING EASEMENT
ACQUISITIONS AND UTILITY CONFLICTS FOR HIGH PRESSURE
GAS MAIN RELAY AND POSSIBLE ACTION

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer 

SUMMARY EXPLANATION:

Representatives of WE Energies requested an audience with the Committee to present their high pressure gas main relay project and prospective easement acquisitions.

The Village's Water, Wastewater and Highway Superintendents also wanted to investigate prospective utility crossing conflicts, including extensions and relays preceding the Wisconsin DOT's roundabout project at the intersection of Donges Bay Rd. and Fond du Lac Ave.

Representatives of WE Energies will give the presentation and be available to answer questions.

ATTACHMENTS:

None

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: August 6, 2015

AGENDA ITEM: New Business I

ITEM TITLE: REQUEST FOR CHANGE ORDER BY WATER WELL SOLUTIONS
– WELL #4

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer 

SUMMARY EXPLANATION:

Water Well Solutions requested an audience with the Committee to authorize a change order for one additional item agreed to by the Water Utility and for a few other additional items disagreed to by the Water Utility, all related to the Well #4 pump conversion from oil lubrication to water lubrication. A representative of Water Well Solutions will present their request and be available to answer questions.

ATTACHMENTS:

- E-mail request for audience with Committee
- Invoice

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.

From: Jeff Gibson [jeff@wwssg.com]
Sent: Tuesday, July 07, 2015 10:58 AM
To: Brionne Bischke
Cc: Jeff Gibson
Subject: Germantown Well #4 project

Brionne,

Based on our meeting yesterday afternoon I'd like to request an opportunity to meet with the public works committee to discuss the extra items on our 2nd invoice.

You'd also indicated you'd get the amount paid that was within the contract price.

Please confirm when and what time I should plan on attending the next appropriate meeting.

Thank you in advance.

Best regards,

Jeff Gibson



Jeff Gibson
 Water Well Solutions
 N87 W36051 Mapleton St
 Oconomowoc, WI 53066
 Office Phone: 888.769.9009 ext. 19
 Office Fax.....: 920.474.4771
 Mobile.....: 262.853.5452
 E-mail.....: jeff@wwssg.com
 WEB.....: <http://www.wwssg.com>

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Water Well Solutions

WATER WELL SOLUTIONS

Service Group, Inc.

Oconomowoc, WI 53066

888-769-9009 fax 920-474-4771

Customer: Village of Germantown

N112 W17001 Mequon Rd

Germantown, WI 53022-0337

Attn: Brionne Bischke

bbischke@village.germantown.wi.us

Project Engineer: Jeff Gibson

INVOICE

Number: 15-06-116

Date: 6.18.15

Project: 71151088

Terms: 10 Days

Qty	Description	Unit Price	TOTAL
	Well #4 Servicing 2nd pay request		
0.25	Pull pump, furnish and install new, start-up and test	81,500.00	\$20,375.00
0	Well televising (previously billed)	1,200.00	
2	Remove the pressure transducer and pvc conduit for transducer 4 man crew w/rig and support trk. w/tooling	585.00	\$1,170.00
12	3 man crew w/crane and equipment to load and scrap out old pump	495.00	\$5,940.00
1	Scrap value of materials	(826.80)	(\$826.80)
12	3 additional water sampling including pumping off discolored water only 1 sample req'd. in specifications (2 safes req'd. by WDNR code)	155.00	\$1,860.00
3	Bac-T water sample analysis	40.00	\$120.00
Please remit to: Water Well Solutions Service Group, Inc. N87 W36051 Mapleton Street Oconomowoc, WI 53066		Subtotal	\$28,638.20
		Tax	
		Total Due	\$28,638.20

A service charge of 1 1/2% per month, which is an annual rate of 18%, will be applied to past due accounts.
The title to the merchandise and personal property covered by this invoice shall remain vested in Water Well Solutions Service Group, Inc., until the purchase price is paid in full.

Water Well Solutions Service Group, Inc. * N87 W36051 Mapleton Street * Oconomowoc, WI 53066

Toll Free: (888) 769-9009 * Fax: (920) 474-4771 * Web: www.wwsg.com



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

MEETING DATE: August 6, 2015

AGENDA ITEM: New Business J

ITEM TITLE: REVIEW AND POSSIBLE ACTION OF DEVELOPER'S
AGREEMENT FOR PRAIRIE GLEN PHASE II SUBDIVISION

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer 

SUMMARY EXPLANATION:

The Plan Commission will be reviewing this single-family subdivision's preliminary and final plats during its August 10th meeting.

In the meantime, Bielinski Homes has been working with the DPW and Engineering Depts. undergoing site plan review and preparation of a developer's agreement. An initial draft was prepared and transmitted to Bielinski the week of July 20th. Responsive comments from Bielinski are anticipated the week of August 3rd.

The initial draft copy of this developer's agreement was also provided to Village Attorney Sajdak, Village Planner Retzlaff, Water Superintendent Drive, Wastewater Superintendent Zimmerman, and Highway Superintendent Olszewski for review and comment.

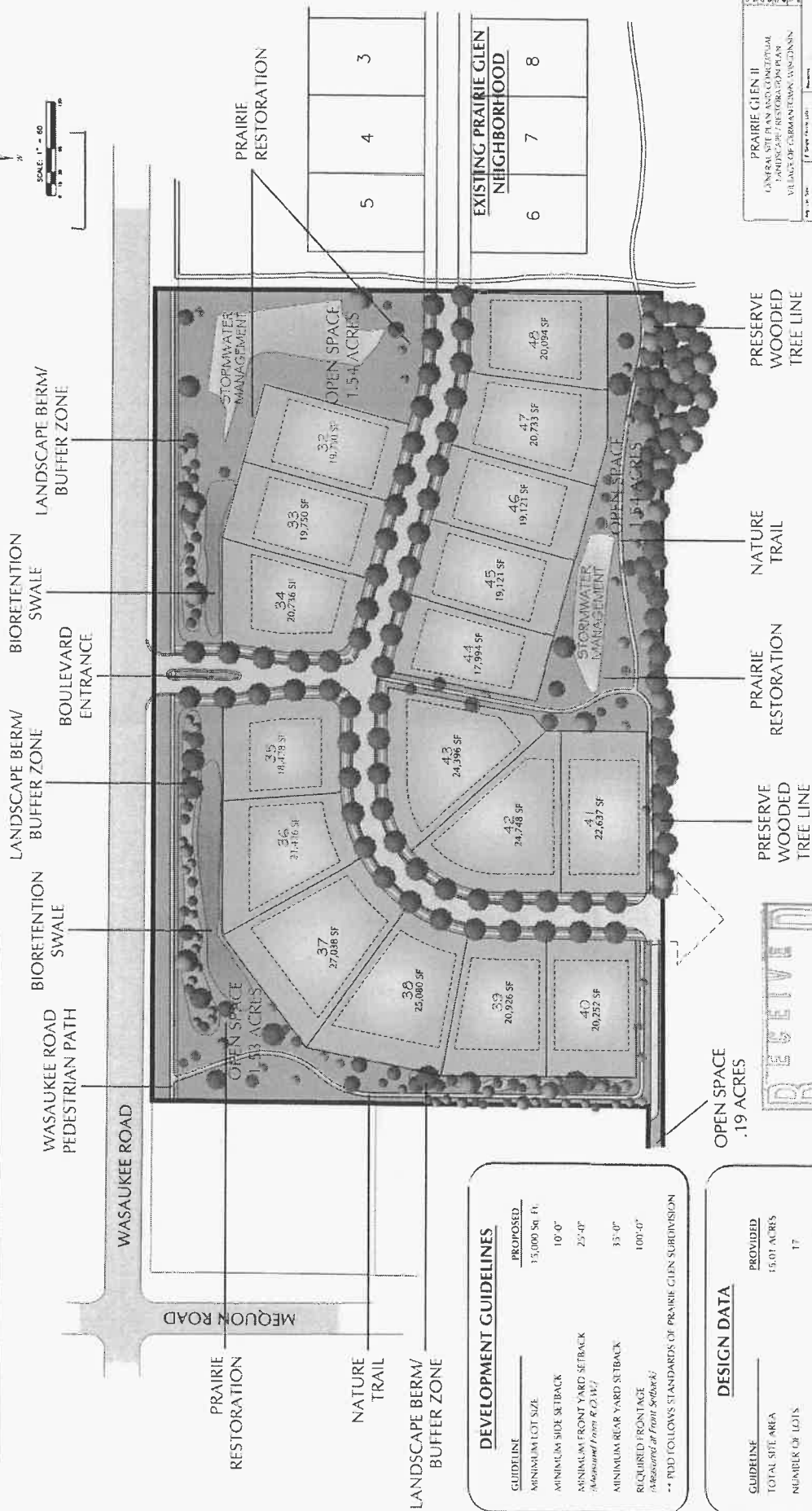
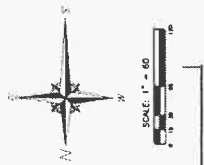
ATTACHMENTS:

- Concept Plan
- Developer's agreement, initial draft
- Highway Superintendent Olszewski's review comments

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.

GENERAL SITE PLAN AND CONCEPTUAL LANDSCAPE/RESTORATION PLAN



DEVELOPMENT GUIDELINES

GUIDELINE	PROPOSED
MINIMUM LOT SIZE	15,000 Sq. Ft.
MINIMUM SIDE SETBACK	10'-0"
MINIMUM FRONT YARD SETBACK	25'-0"
MINIMUM REAR YARD SETBACK	33'-0"
REQUIRED FRONTAGE	100'-0"

** PDD FOLLOWS STANDARDS OF PRAIRIE GLEN SUBDIVISION

DESIGN DATA

GUIDELINE	PROVIDED
TOTAL SITE AREA	15.01 ACRES
NUMBER OF LOTS	17
AVERAGE LOT SIZE	21,308 Sq. Ft.
OPEN SPACE PROVIDED	4.80 ACRES
PERCENT OPEN SPACE	32.0%
RANGE OF LOTS	17,994 Sq. Ft. - 27,036 Sq. Ft.



PRAIRIE GLEN II
LANDSCAPE/RESTORATION PLAN
VILLAGE OF GERMANNTOWN, WISCONSIN

Project No. 15-001
Date: 6/27/14
Scale: 1" = 60'

BIELINSKI homes
116 #2377 Shaw Ridge Dr. - Germantown, WI 53103-1108 (262) 347-6161

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 Bielinski Holdings, LLC, hereinafter referred to as "Developer".

WHEREAS, the Village has heretofore approved Lot 2 of CSM Map No. 5632, recorded in the Washington County Register of Deeds as Document No. 991155 in the Northwest ¼ of the Northeast ¼ of Section 25, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin; and

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed single-family residential subdivision (the "Development" or "Subdivision") to be located in the Village of Germantown on Lot 2 of CSM Map No. 5632, recorded in the Washington County Register of Deeds as Document No. 991155 in the Northwest ¼ of the Northeast ¼ of Section 25, Township 9 North, Range 20 East which real estate is more particularly described in Exhibit "C" attached hereto (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, sanitary sewer, storm sewer, landscaping, lighting, and roadway facilities in public right-of-way and storm water management facilities in a dedicated easement on the subject Property, and the Village will require that such plans and designs be approved and permitted, 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. and

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: it is agreed as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

DEVELOPMENT AGREEMENT

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 SANITARY SEWERAGE SYSTEMS. Developer shall extend and install public sanitary sewer with privately owned lateral stubs extending to the edge of right-of-way to provide wastewater utility service to all lots within the Subdivision.

Developer shall design and submit to the Village Engineer for review and approval all proposed plans, specifications and contract documents for all sanitary sewerage system facilities before authorization for construction will be given. Design and installation shall conform to Milwaukee Metropolitan Sewerage District Ch. 2 Rule, Sec. 18.08(7) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 5.0 "Sanitary Sewer System Requirements". 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 sanitary sewer improvements that are to be transferred to the Wastewater Utility shall be contained within the Village right-of-way or a utility easement. 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.

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District sanitary sewer extension forms shall be prepared by Developer and provided to the Village Engineer. All sanitary sewer improvements that will be transferred to the Village shall be inspected by Wastewater Utility personnel prior to acceptance by the Public Works & Highway Committee.

Sanitary sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required due to surface disturbance for connection to the Village sanitary sewer shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee. Lateral ends shall be marked with green painted maple heart boards 2" x 4". A minimum of 6 feet of engineered fill shall be maintained over the pipe in all areas of installation.

DEVELOPMENT AGREEMENT

1.03 WATER SUPPLY FACILITIES. Developer shall extend and install public water main with privately owned lateral stubs extending to the edge of right-of-way to provide potable water utility service to all lots within the Subdivision.

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 of construction will be given. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 6.0 "Water Distribution System Requirements". 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 Water Utility 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.

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources water main extension forms shall be prepared by Developer and submitted to the Department of Natural Resources. All water supply improvements that will be transferred to the Village shall be inspected by Water Utility personnel prior to acceptance by the Public Works & Highway Committee.

Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required due to surface disturbance for connection to the Village water supply system shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee. Lateral ends shall be marked with blue painted maple heart boards 2" x 4". A minimum of 6 feet of engineered fill shall be maintained over the pipe in all areas of installation.

1.04 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone, cable and natural gas facilities to be installed in such manner as to make proper and adequate service available to each occupied building in the Subdivision. All such services shall be located underground in accordance with applicable codes. Design and installation shall conform to Sec. 18.08(11) of the Municipal Code. Public utility and/or work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. Private utility permits shall be applied for and secured from the Village Building Inspection Dept.

1.05 GRADING, STREET SURFACING, CONCRETE CURB AND GUTTER, SIDEWALKS, AND TRAFFIC SIGNS AND STREET SIGNS. Developer shall grade the development's surface and install internal roads having an urban cross section for vehicular

DEVELOPMENT AGREEMENT

access to all lots within the Subdivision. Developer shall install traffic signs and street signs in same manner and material as Phase 1 is signed. Developer shall install permanent barricades at the end of dead end roadways.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all grading, street surfacing, concrete curb and gutter, sidewalks, and traffic signs and street signs before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(2), 18.08(3), 18.08(4), 18.08(6), and 18.08(13) and 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". 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 grading, street surfacing, rural street sections, and improvements to streets abutting development that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

Final yard grades, building elevations and contours shall conform to a 0.25-foot tolerance as compared to the grading plan pursuant to Sec. 14.076 of the Municipal Code. Developer shall not export topsoil without permission from the Public Works & Highway Committee pursuant to Sec. 17.441 of the Municipal Code.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All grading, street surfacing, concrete curb and gutter, sidewalks, and traffic signs and street signs related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.06 IMPROVEMENTS TO STREETS ABUTTING SUBDIVISION. Developer shall install an entrance intersection connecting the Subdivision's internal roads to Wasaukee Road, including acceleration lanes, deceleration lanes, and bypass lanes. Pursuant to Village of Germantown Resolution No. 04-14 "Amending Resolution No. 39-02 Containing Conditions and Restrictions for the Prairie Glen North Planned Development District (PDD) (Bielinski Holdings LLC, Property Owner)" Condition No. 11, Developer shall install a paved sidewalk along Wasaukee Road along the Subdivision's entire frontage and continue north to connect to the existing sidewalk along Mequon Road at the Mequon Road intersection.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all improvements to streets abutting development before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements"

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and Sec. 8.0 “Roadway Requirements”. 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 improvements to streets abutting development that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All improvements to streets abutting the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

Developer shall remain responsible for maintenance of all monument signs and boulevard islands.

1.07 EROSION CONTROL. Developer shall install and maintain erosion and sediment control devices within the Subdivision and for all related work abutting the Subdivision.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all construction site erosion and sediment control before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Ch. 29 of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 “Grading and Erosion Control Requirements”. 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.

Work-in-right-of-way permits shall be applied for and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources construction site storm water permit forms shall be prepared by Developer and submitted to the Department of Natural Resources. An erosion control permit shall be applied for and secure from the Village Building Inspection Dept.

Developer shall monitor and mitigate off-site tracking through use of tracking pads and daily sweeping of streets. In event Developer defaults in keeping the Village streets clear of tracking, the Developer will reimburse the Village for performing street sweeping services within 30 days of invoice. In event Developer defaults payment, the Village may charge the Developer’s escrow account or draw from the Developer’s letter-of-credit to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking

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hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

Developer shall remove and dispose of all erosion and sediment control devices after landscaping and after 85% successful vegetative cover has been achieved to the satisfaction of the Village Engineer.

1.08 POST-CONSTRUCTION STORMWATER MANAGEMENT AND STORMWATER DRAINAGE FACILITIES. Developer shall install publicly owned storm sewer to adequately drain publicly owned roadways within the Subdivision, and shall install publicly owned roadway ditches and storm sewer abutting the Subdivision. Developer shall install privately owned storm sewer, ditches, and swales to adequately drain privately owned lands within the Subdivision. Developer shall install and maintain a privately owned wet pond forebay and infiltration basin to control storm water runoff peak flows and volumes in conformance with MMSD requirements and to control storm water runoff water quality in conformance with Wisconsin DNR requirements prior to discharge from the Subdivision. The privately owned storm sewers, ditches, wet pond forebay, and infiltration basin shall be situated in privately owned easements.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all post-construction storm water management and storm water drainage facilities before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 "Storm Water Management Requirements" and Sec. 4.0 "Storm Water Conveyance System Requirements". 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.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District storm water management forms shall be prepared by Developer and provided to the Village Engineer.

Developer shall prepare, submit to the Village Engineer for review, and record with the Washington Co. Register of Deeds a Declaration of Covenant for Storm Water Management Facility Maintenance before applying for an occupancy permit. Developer shall prepare and submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

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1.09 LANDSCAPING. Developer shall provide permanent landscaping, including topsoil, seeding, trees and other vegetation, of all publicly owned rights of way and privately owned common areas within and abutting the Subdivision. Developer shall also provide temporary landscaping of privately owned lots to establish and maintain vegetative cover.

Developer shall design and submit to the Village Zoning Administrator for approval all proposed plans, specifications and contract documents for all landscaping before authorization for construction will be given. Design and installation shall conform to Sec. 17.085 and 17.43(5) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Landscape Architect registered in the State of Wisconsin and submitted stamped and signed for review by the Village Zoning Administrator and by all applicable governmental agencies. Implicit in this provision is the right of the Village Zoning Administrator and Building Inspector to require document revisions and modifications in the best interests of the Village.

A minimum of 4" of topsoil (i.e., after settlement) free of deleterious materials shall cover all areas of the site not covered by impervious roofs and/or pavements. Section 17.441(4)(a) prohibits topsoil export without special exception by the Village Public Works & Highway Committee.

All landscaping related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee. All landscaping related to the Subdivision in privately owned areas shall be inspected by Community Services Dept. personnel prior to issuing an occupancy permit.

1.10 STREET TREES. Developer shall install street trees in roadway terraces in both Phases 1 and 2 of the Subdivision spaced at one tree per 50 linear feet.

Developer shall design and submit to the Village Forester for approval all proposed plans, specifications and contract documents for all street trees before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(14) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Landscape Architect registered in the State of Wisconsin and submitted stamped and signed for review by the Village Forester and by all applicable governmental agencies. Implicit in this provision is the right of the Village Forester to require document revisions and modifications in the best interests of the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All street trees related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.11 STREET LAMPS AND YARD LIGHTS. Developer shall install street lamps and yard lights in same manner and material as Phase 1.

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Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for street lamps and to the Zoning Administrator for approval all proposed plans, specifications and contract documents for yard lights before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(12) 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 street lamps related to the Subdivision that will be transferred to the Village shall be contained in Village right-of-way and shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

The type of street shall be selected by Developer from an approved list and approved by the Village Forrester. A variety of types of trees shall be planted on a block. Listed within Developer Agreement will be a dollar value of trees to be planted for inclusion in the letter of credit.

1.12 SURVEY MONUMENTS. The Developer shall install survey monuments placed in accordance with Sections 18.02(4)(c) and 18.08(1) of the Municipal Code not later than one year (12 months) after the acceptance of this agreement.

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 Engineer's written approval of the starting date and schedule.

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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 building permits shall be issued until the master site grading, the water main, sanitary sewer, and storm sewer improvements are installed; inspected by the Village Water Utility, Wastewater Utility, and Highway Dept. 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, except the final street surfacing, are installed and accepted by the Public Works & Highway 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) Grading plans, including interim and final;
- (2) Erosion & sediment control plans, including interim and final;
- (3) Private utility plans and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (4) Public utility plans, profiles and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (5) Paving plans & profiles, including public roads, sidewalks, curb-and-gutter, Wasaukee Road entrance intersection, and Wasaukee Road sidewalk extension to Mequon Road;
- (6) Storm water management plan;
- (7) Landscape plans; and
- (8) Lighting plan.

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, drainage-ways, 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.

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2.05 RECORD DRAWING DOCUMENTS. Developer shall prepare and submit to the Village Engineer record-drawing documents in digital format (i.e., .dwg extension) of the public water main extension, public sanitary sewer extension, storm water management pond outlet structure and emergency overflow area, and the Virginia Ave. roadway extension. 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. Record drawings shall be submitted by Developer before applying for a Village occupancy permit.

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 two consecutive bacteriological safe samples have satisfactorily pass and one pressure test has successfully passed. Developer or his Contractor shall flush the main and obtain the samples required for this testing under the supervision of the Village Engineering Dept. or Water Utility. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works & Highway 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 Water Utility, Wastewater Utility, Highway Dept., and Engineering Dept., and a punch-list of corrections (if needed) 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 & Highway 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 & Highway 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

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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. 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	\$3,688.00/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:

- (1) 2.25% of the first \$250,000 of construction costs;
- (2) 1.75% of the next \$250,000 of construction costs; and
- (3) 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(4), 18.10(7), and 18.10(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. Inspection costs shall be reimbursed to Village by Developer, whether performed by the Village Engineering Dept., Water Utility, Wastewater Utility, Highway Dept., or outsourced to a third-party engineering consultant, and shall also be reimbursed for services rendered by the Village Attorney. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Developer will be billed for third-party engineering consultants by presenting their invoices.

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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, 4.03 and 4.05, as itemized in Exhibit A, prior to the issuance of any building permit for the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized one (1) sewer connection 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. 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 proposed 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

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herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works & Highway 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 & Highway 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

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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

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Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION:

Developer shall indemnify, defend, 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

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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 SUNSET 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.

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

9.032 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.

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

9.064 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: Bielinski Holdings, LLC.

9.07 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Bielinski Holdings, LLC 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

DEVELOPMENT AGREEMENT

restrictions shall be submitted to and be approved by the Village Attorney prior to recording, and shall include the following:

- (1) YARD LIGHTS: Yard lights as required by Sec.18.08 (12) of the Municipal Code
- (2) DRAINAGE EASEMENT AND DETENTION BASIN PROTECTION. The drainage easement and detention basins shall be maintained free of obstruction.
- (3) 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 § SS66.0627 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.

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.

DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2015 which shall be the effective date of this Agreement.

The
Bielinski Holdings, LLC.

GERMANTOWN MEMORY CARE

By: _____
_____, General Partner

By: _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named, _____, General Partner of Bielinski Holdings, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such General Partner of said Limited Partnership and acknowledged that he executed the foregoing instrument in such capacity. Signed or attested before me this ____ day of _____, 2015 by the above named _____.

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

DEVELOPMENT AGREEMENT

"In Duplicate"

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

By _____

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named, Dean M. Wolter, Village President, and Barbara K.D. 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 _____, 2015 by the above named Dean M. Wolter, Village President, and Barbara K.D. Goeckner, Village Clerk, of the Village of Germantown.
, Village Clerk of the Village of Germantown.

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:
Brionne R. Bischke, P.E., Interim Director of Public Works

EXHIBIT "A"

MIDWEST ASSISTED LIVING
DEVELOPMENT AGREEMENT

Item Description	Basis	Est. Amount
Sanitary Sewerage System	1.02	
Water Supply Facilities	1.03	
Underground Private Utilities	1.04	
Grading	1.05	
Internal Road Pavement (excl. surface lift)	1.05	
Internal Road Pavement, surface lift	1.05	
Concrete Curb and Gutter	1.05	
Internal Sidewalks	1.05	
Traffic Signs and Street Signs	1.05	
Permanent Barricades	1.05	
Wasaukee Road Intersection	1.06	
Wasaukee Road Sidewalk	1.06	
Erosion Control	1.07	
Storm Water Management and Drainage	1.08	
Storm Water Maintenance Agmt and Certs	1.08	
Landscaping	1.09	
Street Trees, Ph 1	1.10	
Street Trees, Ph 2	1.10	
Street Lamps and Yard Lights	1.11	
Survey Monuments	1.12	
Record Drawings	2.05	
SUBTOTAL		\$0.00
Impact Fees		
Water: (\$832.00/REC)	4.02*	
Fire: (\$0.63549/\$1000 Building Cost)	4.02*	
Police: (\$0.2809/\$1000 Building Cost)	4.02*	
Sewer Connection Fee: (\$3,688.00/REC)	4.02*	
SUBTOTAL		\$0.00
Improvement Review Fee		
2.25% of 1st \$250,000 of Construction Cost	4.03*	
1.75% of 2nd \$250,000 of Construction Cost	4.03*	
1.25% of Construction Cost > \$250,000	4.03*	
SUBTOTAL		\$0.00
Misc. Fees		
Professional Fees (Estimate)	4.04	
Inspection Fees (Estimate)	4.04	
Data Conversion Fee (Estimate)	4.05*	
SUBTOTAL		\$0.00
TOTAL		\$0.00
* Amount To Be Paid At Time Of Signing		\$0.00
INITIAL LETTER OF CREDIT AMOUNT		\$0.00

 Developer or Owner

 Print Name

 Date

 Brionne R. Bischke, P.E.
Interim Director of Public Works

 Date

EXHIBIT "B"**MIDWEST ASSISTED LIVING
DEVELOPERS AGREEMENT**

Position	2015 Hourly Rate
Director of Public Works	\$95.00
Village Engineer	\$90.00
Project Engineer	\$68.00
Engineer Tech III/Land Surveyor	\$65.00
Land Surveyor/Survey Crew w/Robot	\$152.00
Highway Superintendent	\$67.00
Zoning Administrator/Planner	\$77.00
Engineering Assistant II	\$61.00
Record Drawing Documentation Preparation	\$96.00
Construction Inspection	\$96.00
Highway Maintenance Worker II	\$53.00
Highway Operations (Traffic Signals)	\$93.00
Water Superintendent	\$67.00
Wastewater Superintendent	\$67.00
Utility Operator	\$53.00
Clerical	\$46.00

Developer or Owner

Print Name

Date

Brionne R. Bischke, P.E.
Interim Director of Public Works

Date

From: Jay Olszewski
Sent: Tuesday, July 28, 2015 1:34 PM
To: Brionne Bischke
Subject: RE: Prairie Glen Phase 2: Initial Draft of Developer's Agreement

Brionne,

Thanks for the opportunity to review the DA. I only have a few comments.

1.10 Street Trees: We inventory all of our street trees...Is there a way to require the Developer to provide that as they are installed we could have them placed on the Village's GIS system.. My thought is the trees are assets that we have to track and maintain, very similar to water, storm and sanitary sewer infrastructure. If the developer could at least get the new trees in the inventory that would be a big help.

Also the location is defined as within the "roadway terrace". Often these developments do not have internal sidewalks, and the trees get planted right at or either way of the right of way line. Could we define that a bit more specific. Ex. Between 12 and 15 feet behind curb and spell out within the road right of way (unless we want them to be on private property, which I would be in favor of)??

Lastly in the past we included the cost in the DA for street name signs, speed limit signs, stop signs and slow children at play. Don't know if you want to include that or not. Or it might be and I just didn't see it.

Thanks for the input!!

Jay Olszewski
Village of Germantown
Superintendent of Highways



From: Brionne Bischke
Sent: Thursday, July 23, 2015 2:24 PM
To: 'Brian Sajdak' <brian@wrslegal.net>; Jeff Retzlaff <jretzlaff@village.germantown.wi.us>; Tim Zimmerman <tzimmerman@village.germantown.wi.us>; Jim Driver <jdriver@village.germantown.wi.us>; Jay Olszewski <jolszewski@village.germantown.wi.us>
Subject: Prairie Glen Phase 2: Initial Draft of Developer's Agreement

Please find attached my initial draft of a developer's agreement for this subdivision. Please review and suggest any edits you may have. We will take this developer's agreement to the Public Works & Highway Committee on August 6th and to the Village Board on August 17th.

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

MEETING DATE: August 6, 2015

AGENDA ITEM: New Business *K*

ITEM TITLE: APPROVAL TO PAY INVOICE – EMERGENCY REPAIR –
DIVISION ROAD CULVERT

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer 

SUMMARY EXPLANATION:

As you may recall, the compromised culvert crossing Division Road south of Lilac Lane created a sinkhole in the southbound lanes of Division Road. The culvert crossing is a tributary of the Jefferson Ditch ponds and Division Road is a fairly busy arterial road.

Bids were requested from three contractors:

\$33,702.00	Baumhardt Sand & Gravel (same contractor who is on our road projects)
\$35,700.00	D.F. Tomasini
\$96,000.00	Super Excavators

The culvert crossing was replaced within one week of receiving report of the sinkhole.

Village Attorney Sajdak confirmed that this project was considered an emergency, and Village Administrator Schornack authorized the work and notified the Village President and Trustees via e-mail.

This action is essentially an administrative cleanup.

ATTACHMENTS:

Invoice

INTERIM DPW DIRECTOR RECOMMENDATION TO COMMITTEE:

Approval

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.

BAUMHARDT SAND & GRAVEL INC.

P O Box 8
Eden, WI 53019-0008

INVOICE

Invoice Number: 40953
Invoice Date: Jul 7, 2015
Page: 1

Voice: 920-477-2511

Fax: 920-477-2118

Bill To:

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON RD
GERMANTOWN, WI 53022

Ship to:

Division Road

Customer ID		Customer PO		Payment Terms	
VG01				Net 10 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
		Courier			7/17/15
Quantity	Description			Unit Price	Amount
1.00	Culvert Repair Division Road as per Quote			33,702.00	33,702.00
					</

Check/Credit Memo No:

-----Please Return Bottom Portion With Payment-----

Please make checks payable to: BAUMHARDT SAND & GRAVEL INC

We now accept Discover, MasterCard & Visa

VG01

VILLAGE OF
GERMANTOWN

40953

TOTAL 33,702.00Amount
Paid:

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

MEETING DATE: August 6, 2015

AGENDA ITEM: New Business L

ITEM TITLE: A RESOLUTION APPROVING AMENDMENTS TO THE 2015
BUDGET, LINE ITEM TRANSFER – DIVISION ROAD CULVERT

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer 

SUMMARY EXPLANATION:

As you may recall, the compromised culvert crossing Division Road south of Lilac Lane created a sinkhole in the southbound lanes of Division Road. The culvert crossing is a tributary of the Jefferson Ditch ponds and Division Road is a fairly busy arterial road.

Bids were requested from three contractors:

\$33,702.00	Baumhardt Sand & Gravel (same contractor who is on our road projects)
\$35,700.00	D.F. Tomasini
\$96,000.00	Super Excavators

The culvert crossing was replaced within one week of receiving report of the sinkhole.

The Alt Bauer basketball court and path replacement project bids ended up being significantly under funds budgeted, so this resolution intends to transfer some of the additional funds from the Alt Bauer project to fund the Division Road culvert replacement. Finance Director Kim Rath advises this transfer.

ATTACHMENTS:

Resolution

INTERIM DPW DIRECTOR RECOMMENDATION TO COMMITTEE:

Approval

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.

RESOLUTION NO. - 15

**APPROVING AMENDMENTS TO THE 2015 BUDGET
LINE ITEM TRANSFER - DIVISION ROAD CULVERT**

WHEREAS, the Village Board of the Village of Germantown approved 2015 Capital Budget on November 17, 2014; and

WHEREAS, the 2015 Capital Borrowing included funds for Alt Bauer Pathway Resurfacing and the Basket Ball Court in the amount of \$120,500; and

WHEREAS, actual project expense shouldn't total more than \$75,000 for the Alt Bauer Project, there would be funds remaining to cover the unforeseen Division Road Culvert Repair of \$33,700.

NOW, THEREFOR,E BE IT RESOLVED, that the \$33,700 be transferred from line item 40-552-570-8310 (Recreation Land Improvements) to 40-542-570-8850 (Street Improvement).

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, President

ATTEST:

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

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

MEETING DATE: August 6, 2015

AGENDA ITEM: New Business M

ITEM TITLE: REVIEW AND POSSIBLE ACTION OF A RESOLUTION
ESTABLISHING THE RESIDENTIAL EQUIVALENCY USER
CHARGE (A.K.A. RESIDENTIAL EQUIVALENT CONNECTION)

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer 
Timothy Zimmerman, Wastewater Superintendent

SUMMARY EXPLANATION:

Both the Wastewater and Water Utilities have been collecting connection fees from new developments and expansions of existing developments, payable at time of building permit application. The unit basis of the fee is the residential equivalent connection (REC), which is basically the average impact on these utilities by one single residence.

When a new development or expansion of an existing development applies for a building permit, information is collected from them to compute their equivalent number of RECs as impact to the utilities. For expansions or new developments not having a history of flow data, the number of RECs is determined by their standard industrial code (SIC) and number of full-time and part-time employees. For expansions or new developments having a history of flow data, the number of RECs is determined by that flow data.

Historically, 81,860 gallons/capita/year has been used as a single REC unit. However, the value of 51,305 gallons/capita/year would be used when using Milwaukee Metropolitan Sewerage District methodology and 56,446 gallons/capita/year would be used when averaging metered use by Germantown utility residential users.

Both the Wastewater and Water Utilities would prefer that the average metered use by Germantown utility residential users of 56,446 gallons/capita/year would be used to define a single REC.

ATTACHMENTS:

- Letter provided to building permit applicants regarding connection fees
- Business/Industry/Institutional Data for Utility Connection Calculation
- Resolution

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

N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0337
Phone (262) 250-4721
FAX (262) 253-8255

Effective January, 2015

All New Building & Development In
The Village of Germantown

Re: Sanitary Sewer Connection Data
for Connection Charge

Water Utility Connection Data for
Impact Fee

To Whom It May Concern:

The Village Board determined by Resolution No. 27-07 to levy and collect a sanitary sewer connection charge for the initial connection of new facilities, previously non-connected facilities or additions to existing facilities to the municipal sanitary sewer utility. The sewer connection charge has been set at the rate of \$3,688.00 per Residential Equivalent Connection (REC) unit. In addition, Village Ordinance #34-07 requires that a pumping, storing and water distribution impact fee be charged for each new water utility customer. The Impact Fee will be based on \$832.00 per REC unit.

On the back of this letter is a form used to compile the basic information necessary for us to calculate your Sewer Connection Charge and Water Impact Fee. This form must be completed and returned prior to issuance of your Building Permit. Further, payment of this Sewer Connection Charge and Impact Fee will be required at the time the Building Permit is issued.

If we may be of assistance in completing this form, call 250-4721.

Sincerely,

Dan Ludwig, P.E.
Director of Public Works

Enclosure (over)

BUSINESS/INDUSTRY/INSTITUTIONAL DATA FOR UTILITY CONNECTION CALCULATION

A. Owner/Facility Name_____

Business Location (Germantown)_____

Mailing Address (if different)_____

Property Tax Key #_____ Business Phone_____

B. Description of Business Operation/Products/etc._____

C. Employee Data/Hours of Operation for 2015 S.I.C. Code*_____

1. Hours of Operation_____

2. Employee Data - Anticipated

	<u>Number</u>	<u>Hours/Week</u>	<u>Hours/Year</u>
-Full Time (Admin.)	_____	_____	_____
-Full Time (Plant)	_____	_____	_____
-Part Time (Admin.)	_____	_____	_____
-Part Time (Plant)	_____	_____	_____
TOTALS:	_____	_____	_____

3. Do you anticipate a significant change in employee hours or hours of operation during the next twelve (12) months? Yes____ No____

IF YES, Please Describe

D. Information Compiled By:_____

Signature

Date

Name (Please Print)

Title

Phone Number

E. Other Information:_____

RESOLUTION NO. ____-15

A RESOLUTION ESTABLISHING THE RESIDENTIAL EQUIVALENCY USER CHARGE
(A.K.A., RESIDENTIAL EQUIVALENT CONNECTION)

WHEREAS, the Village of Germantown is a charter member of the Milwaukee Metropolitan Sewerage District (MMSD); and

WHEREAS, the MMSD developed and annually updates its Cost Recovery Procedures Manual (CRPM); and

WHEREAS, Section 13.37 of the Municipal Code prescribes that wastewater flows to users who procure water from the Germantown Water Utility shall be based on water usage as recorded by the Germantown Water Utility; and

WHEREAS, Section 13.42 of the Municipal Code prescribes a formula for computing non-metered residential wastewater flow assignments and a table for computing non-metered commercial and industrial wastewater flow assignments; and

WHEREAS, the Residential Equivalency User Charge (a.k.a., Residential Equivalent Connection) as defined in Section 13.26(29) of the Municipal Code is required to compute non-metered wastewater flow assignments; and

WHEREAS, the Residential Equivalency User Charge of 81,860 gallons/capita/year has been used to compute non-metered wastewater flow assignments; and

WHEREAS, the Residential Equivalency User Charge would be 51,305 gallons/capita/year using the MMSD CRPM (latest edition); and

WHEREAS, the Residential Equivalency User Charge would be 56,446 gallons/capita/year using the past four quarters of Germantown Water Utility meter data; and

WHEREAS, Sections 13.30 and 13.42 of the Municipal Code permits the Director of Public Works to use his discretion to assign water uses to both metered and non-metered users; and

WHEREAS, the Director of Public Works believes that using measured meter data is more credible than using default values provided in a manual when establishing the Residential Equivalency User Charge; and

WHEREAS, the Director of Public Works recommends adopting 56,446 gallons/capita/year as the Residential Equivalency User Charge.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, WI, do hereby establish the Residential Equivalency User Charge as 56,446 gallons/capita/year.

Introduced by Trustee:

Adopted: August, 2015 Vote: Ayes: Nays: Absent:

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

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

MEETING DATE: August 6, 2015

AGENDA ITEM: New Business *N*

ITEM TITLE: A RESOLUTION APPROVING AMENDMENTS TO THE 2015
BUDGET, LINE ITEM TRANSFER – FIRE STATION NO. 2
CONCRETE DRIVEWAY

SUBMITTED BY: Brionne R. Bischke, P.E., Interim DPW Director / Village Engineer 

SUMMARY EXPLANATION:

As you may recall, bids of nearly \$60,000 for this project exceeded TP Concrete's budgetary estimate of \$45,000. By staff's recommendation, the Committee rejected those bids.

The Fire Dept. now has unused funds available in its fire truck account because the recent purchase was nearly \$18,000 below the budget.

Staff would like to transfer this amount into the account funding the Fire Station No. 2 concrete driveway project.

Recently, a projected shortage in cement perpetuated by Wisconsin DOT was dispelled by the Wisconsin Concrete Pavement Association. Therefore, staff will rebid the project in a bidding environment absent of this myth.

ATTACHMENTS:

Resolution

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.

**APPROVING AMENDMENTS TO THE 2015 BUDGET
LINE ITEM TRANSFER – FIRE STATION No. 2 CONCRETE DRIVEWAY**

WHEREAS, the Village Board of the Village of Germantown approved 2015 Capital Budget on November 17, 2014; and

WHEREAS, the 2015 Capital Borrowing included funds for Heavy Rescue/Fire Truck; and

WHEREAS, the actual expense for Heavy Rescue/Fire Truck resulted in \$17,865 less than budgeted; and

WHEREAS, there are funds remaining to cover the \$15,000 deficiency between bids and budget for the Fire Station No. 2 concrete driveway project.

NOW, THEREFORE BE IT RESOLVED, that the \$17,865 be transferred from line item 40-522-570-8520 (Fire Dept. Vehicles) to 40-519-570-8222 (Building & Grounds Fire Station).

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, President

ATTEST:

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