

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, January 5, 2016 ***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:** December 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. **NEW BUSINESS:**
 - A. Request to Amend Distribution Easement at N104 W13956 Donges Bay Road
 - B. Authorization to Pull & Inspect – Well #3
 - C. Authorization for Blanket Purchase Order – Water Meters
 - D. Authorization to Upgrade the SCADA System
 - E. Authorization to Purchase – Tandem Axle Patrol Truck
 - F. Authorization to Purchase – Single Axle Patrol Truck
 - G. Authorization to Purchase - Welder
 - H. Authorization to Contract with Wachtel Tree Service – EAB Detailed Plan/Consulting
 - I. Acceptance of Improvements – Fire Station #2 Driveway-Phase I
 - J. Acceptance of Improvements – 2015 Road Projects
 - K. Acceptance of Improvements – Lakewood Condos Water Main Relay
 - L. Recommendations to Plan Commission Regarding Possible Gatewood Place Roadway and Utility Extensions to Donges Bay Road
 - M. Request to Authorize Wisconsin DOT to Include Traffic Signal Design in the State-Municipal Agreement for Mequon Road-Country Aire Drive Intersection
 - N. Request to Approve Invoice – WE Energies – Electric Facility Relocation Work – Donges Bay & Pilgrim Roads for Wastewater Utility Cured In Place Pipe Lining Project
 - O. Request to Award Contract to Wisconsin DOT's Engineering Design Consultant to Include Roundabout Expansion for Lannon Road-Appleton Avenue Intersection to Accommodate TID #6 Traffic
 - P. Request to Release Retainer to Pieperline for the Mequon-Eisenhower Roads Intersection Traffic Signalization Project

- Q. Request to Approve – Washington County Highway Department Invoice – Striping Freistadt Road
- R. Review & Finalize List of Capital Items to be Included in the 2016 Borrowing
- S. Request to Approve \$2,300 Contribution to SWEET Water Regional NR216 Education & Outreach Efforts for Village's MS4 Storm Water Permit
- T. Request to Accept the Private Water Main Maintenance Agreement with Xtreme Stainless, W194 N11005 Kleinmann Drive

VI. **NEXT MEETING DATE:** Set February, 2016 Meeting Date and Time

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

December 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 (5:03p.m.), Warren, and Zabel. Also present were Director Ratayczak, Engr. Bischke, and Secretary Wick.

PREVIOUS MINUTES: MOTION made by Warren, seconded by Zabel to approve the minutes of November 3, 2015.

Motion carried unanimously.

PUBLIC COMMENT: None

AUTHORIZATION TO FILL VACANCY – HIGHWAY, PARKS, BUILDING & GROUNDS DEPARTMENT: Supt. Olszewski requested permission to fill a vacancy for a full time operator position within the Highway, Parks, Building and Grounds Department due to a recent retirement. Maintaining fulltime staffing levels was essential and any reduction would impact the ability to maintain level of service. Supt. Olszewski also requested discussion on DPW vacancies and asked for the Committee's permission to consider allowing staff to fill DPW vacancies in the event a current employee transfers to another department. This approval would save valuable time on filling positions. Current policy and procedures require Committee and Board approval to advertise for a DPW position. Committee discussion included;

- All positions within DPW should be re-organized and cross-trained. In the event of a shortage in one department, you can utilize employees from other departments;
- Cross training is possible on basic jobs. Sewer and Water Operators maintain licenses with continuing education requirements and therefore all would not be qualified to fill in within those departments. Shared positions can be utilized in the utility departments if a driver is needed for a watermain break. Utility positions will reciprocate if drivers are needed for snow plowing.
- Dir. Ratayczak clarified staff would like approval that once one position opens, staff would be allowed to fill a position where there is a transfer in or out of a department. Currently filling a position could be up to a 90 day process due to Committee and Board approvals, advertising, and interviewing.
- If someone transfers from a utility department to the Hwy., Parks, Bldg./Grounds Department, a Committee meeting could be held prior to a Village Board meeting to shorten the time frame for filling the position.
- Utility positions should be kept separate from other DPW positions. Chm. Kaminski was comfortable with allowing staff to advertise filling positions if someone transfers from one department to another department.
- Supt. Olszewski clarified the Committee would be granting permission for the "Department of Public Works" to fill internal positions wherever the vacancy may end up.
- In the near future, staff and Committee should look for a better way to streamline the process of filling of positions within the Department of Public Works.

- As the December Agenda topic did not give authorization to fill any vacancies other than the one advertised within the Department of Public Works, the request for permission to fill a vacancy in any DPW department would have to be addressed at a future meeting.

MOTION made by Kaminski, seconded by Miller to forward to the Village Board with a positive recommendation authorizing staff to fill the full time vacancy for a Highway, Parks, Building & Grounds Maintenance Operator.

Motion carried unanimously.

CONSIDERATION OF INVOICE – WASHINGTON COUNTY HIGHWAY DEPARTMENT:

MOTION made by Warren, seconded by Zabel to forward to the Village Board with a positive recommendation to approve paying the Washington County Highway Department invoice in the amount of \$44,659.37 for centerline and edge line painting various locations within the Village. Funds to be allocated from Acct. #10-542-530-3540.

Motion carried unanimously.

CONSIDERATION OF INVOICE – D.F. TOMASINI INVOICE #1945-45 – WINDSOR COURT:

MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation to approve the D.F. Tomasini invoice in the amount of \$5,345.00 for the emergency watermain repair on Windsor Court at Squire Drive. Funds to be allocated from Acct. #50-742-530-6730.

Motion carried unanimously.

MOTION made by Warren, seconded by Kaminski to move to Item “I” under New Business of the Public Works and Highway Committee Meeting agenda.

Motion carried unanimously.

REVIEW AND POSSIBLE ACTION ON VILLAGE REQUESTED SANITARY SEWER AND WATERMAIN IMPROVEMENTS THROUGH SAXONY VILLAGE PROPERTY:

Engr. Bischke noted staff had been planning a sanitary sewer relay and water main loop connections through the Saxony Village property for several years and have planned and budgeted for this project in year 2016. A visual presentation and explanation was given to the Committee. Early in 2015 a developer proposed developing the property in year 2016 with utilities servicing just his development. Staff contacted the developer to explain the Village's needs and discuss the developer's needs. The developer's engineer drew up a revised set of plans which would incorporate Village improvements and the developer's utility needs. What came to question was who would be responsible for what costs if the Village moved forward on

the utility improvements. Should the developer be fiscally responsible for the utility upgrades and relays beyond what he needs to service his development? Engr. Bischke expressed to the Committee if the Village and developer worked together it would be the ultimate achievement as the developer would be picking up some of the cost. Cost proportions would have to be delineated between the Village and developer. Further discussion was held on the interconnect of watermain to Castle Drive which would improve water quality and service. Castle Drive is a private street and listed as a reservation on the plat, however, when the reservation was completed the Village had never accepted the reservation. If the Village wanted to make the reservation public, the Village had to accept it. Another benefit would come to the large manufacturer along the Main Street corridor who is seeking to improve and upgrade their production. A cost share proportion would also be incorporated with the project. Engr. Bischke provided a spreadsheet and detailed discussion of utility costs to include a breakdown of Village costs to be reimbursed to the developer and the developer costs. As the information was preliminary, Engr. Bischke requested Committee direction in order for the Developer's Engineer to develop detailed plans to submit to the various regulatory agencies. In closing, Engr. Bischke stated the Developer was willing to work with the Village by allowing discussion with the Public Works Committee to incorporate the Village's utility project with his proposed project. He asked the Committee to keep in mind the Village would pay a lot more doing the project on its own vs. working in a partnership with the Developer. Committee discussion included;

- Committee approvals would be submitted to the Plan Commission;
- Total cost of the Village Utility Project is \$430,282; There would be an approx. \$200,000 savings if working with the Developer;
- It would make financial sense to work with the Developer to remedy a problem within the Main Street corridor.
- The Developer does not need Village Utility improvements in order to connect to existing utilities;
- The Developer has changed the utility design for his project to accommodate public needs; It is a matter of timing that the Village could incorporate the utility project with the developer's project;
- In the event the developer's project changes again, the sewer/water main designs would change again. Would this be a deal breaker for both projects? Engr. Bischke stated concept and costs were still the same.
- Dir. Ratayczak clarified the Developer was looking for guidance from the Village through the Public Works Committee as to whether the Village was interested in conjoining the Village's Water/Sewer Utility Improvements project with his development project. The Developer will then present his plans to the Plan Commission accordingly. If the development gets approval to service utilities within the development site, the Village would still need to look at improving the Village's utilities through the corridor.
- Trustee Zabel stated the Village had a policy (Chapter 18.08 (d)-Sanitary Sewer Traversing Other Lands). If necessary to traverse other land to serve a subdivision or planned development, the Village may install such sanitary sewer and the subdivider or developer shall pay the total cost thereof. The Village shall reimburse the subdivider or developer to the extent of special assessments is levied. In the event special assessments are deferred, the subdivider or developer shall be reimbursed when the special assessments are paid or when installment payments commence. Trustee Zabel noted the

cost of doing this is the responsibility of the developer by the policy book and Codes. Do we correct the sanitary sewer system to eliminate a problem or do we leave the system as it exists now? Either way was fine with Trustee Zabel. The cost to go and clean the sewer on a regular basis vs. \$200,000 which would probably be a few years to get to that point. If the Village chooses to do the by-pass sewer and do the watermain connection those costs would be borne by the developer. A Developer's Agreement on file in the Clerk's Dept. has the watermain put in from Hilbert Lane to Castle Drive at the developer's cost which was approved by the Village Board in 2004. Adding an additional \$41,000 because we're asking the developer to extend it as part of creating the system you create the system to have the loop to have the by-passes. It is up to the developer to put those costs in. Trustee Zabel also pointed out the memos that he has seen from Mr. Trapp to the Village's Attorney which stated that Castle Drive actually belonged to the 21.5 acre parcel of land by a Conditional Use Permit granted to Mr. Trapp prior to the land sale. The 21.5 acre parcel is responsible for maintenance on Castle Drive.

- Chm. Kaminski stated it would be beneficial to improve the sanitary sewer system especially if the company in the area was going to expand. Chm. Kaminski would like to see a cost share on the sewer instead of the Village paying all. We shouldn't be asking the developer to improve the Village's infrastructure for the Village's benefit.
- Dir. Ratayczak, stated with the increased production of the company in the area there was potential of backups as the existing pipe was undersized and at full capacity under the tracks. If the entire production flow was released at one time there was high potential of a backup. The Village currently works with the company to avoid that potential.
- Engr. Bischke noted other developer's had to build the utility system to their properties in order to get service. The application of the special assessment policy did not apply to this particular development because he already had service.
- Trustee Warren questioned if sanitary sewer was not installed right away, would the Village need to reserve easements? Engr. Bischke responded "yes". Sanitary sewer could not be installed without the proper easements. There were other route options that could be considered.
- It would make sense to install utilities at the same time the developer is constructing the site.
- Trustee Zabel stated the 2004 Developer's Agreement approved by the Village states the Developer shall be required to connect from Point "A" to Point "B". As per Policy, when you have a section you want to complete a loop, you do the loop. You usually do the loop because the developer has property abutting up against one utility and property abutting the other end.
- Trustee Zabel believed Castle Drive was the developer's responsibility by a Conditional Use Permit that was granted to Mr. Trapp many years ago when the apartments were built. The Conditional Use Permit transferred to the 21.56 acres per a letter by attorneys' which is on file at Village Hall. With the policies that are in place, the developer is required to complete Castle Drive to Squire Drive with curb, gutter and storm sewer. The offsite watermain est. of \$41,360 should be borne by the developer.
- If the Public Works Committee does not take any action on this topic, the Developer would then not proceed with the public improvements. The Developer needs assurance

from the Village that the Village will accept responsibility for the items that do not serve his development's purposes.

- Trustee Zabel stated development is to benefit the Village. It's not necessary to do it so it's a benefit to the developer. When you do that, the whole thing is to complete a road system, complete all of the things that are required to do on their development. They complete a system that is set up to create road patterns that is set up by the Village, they create the system that sets up the utilities to move the way utilities and the people want, that's why you build a bigger pipe when it's not needed. You do those things that are beneficial to the Village but the development is supposed to be to the benefit of the Village not to the negative of the Village or Utility.

MOTION made by Warren, seconded by Kaminski to accept the utility cost estimates and exhibits presented by the Village Engineer as related to the Sanitary Sewer and Water Main Improvements through the Saxony Village property with the understanding that the numbers could change based upon legal opinion on Village vs. Developer responsibility for both the installation of water and sewer as presented.

Motion carried 3 – 1 (Zabel)

REQUEST TO APPROVE CHANGE ORDER – CATIE VISTA STORM SEWER PROJECT: Engr. Bischke explained improvements to the storm sewer were intended to mitigate a history of flooding in the area. During the project it was found that more trench-related materials and restoration were needed than anticipated. Staff had recommended approving a \$4,249.05 change order for those items. Discussion followed. Staff shall review the Change Order Policy and bring their findings to the Public Works Committee for discussion.

MOTION made by Warren, seconded by Miller to approve a change order in the amount of \$4,249.05 to All-Ways Contractors, Inc. for additional trench materials and restoration on the Catie Vista Storm Sewer Project.

Motion carried unanimously.

REQUEST TO ACCEPT IMPROVEMENTS – CATIE VISTA STORM SEWER PROJECT: Improvements to the Catie Vista Storm Sewer included installing new storm sewer from the sag in Sylvan Circle between Francese Drive and Pilgrim Road to an existing storm water management pond at Francese Drive and Montgomery Drive. The purpose was to mitigate a history of flooding in the area. Inspection by the Engr. Dept. staff found no deficiencies and recommended approval.

MOTION made by Warren, seconded by Miller to accept the Catie Vista Storm Sewer improvements and begin the one year warranty period.

Motion carried unanimously.

REQUEST TO RELEASE RETAINER – LANNON-APPLETON WATER MAIN EXTENSION, PHASE #1: Improvements to the Lannon-Appleton Water Main Extension included extending water main through a second I-141 crossing just south of the Lannon Road interchange and extending the water main approximately 1,000 feet northwest along Appleton

Avenue from a point just north of the Wal-Mart taper. Staff inspected the system and recommended the retainer release.

MOTION made by Warren, seconded by Miller authorizing staff to release the project retainer of \$15,576.49 to Globe Contractors for the Lannon-Appleton Water Main Extension, Phase #I.

Motion carried unanimously.

REVIEW AND POSSIBLE ACTION ON WDOT DETOUR PROPOSAL FOR PILGRIM ROAD-FDL AVENUE PROJECT: Engr. Bischke received a detour proposal from the WDOT for implementing a mill and overlay project along Pilgrim Road and Fond du Lac Avenue from Francese Drive to CTH P. Two alternative detour routes included;

- Mequon Road to Country Aire Drive to Freistadt Road;
- Mequon Road to Maple drive to Freistadt Road;

The Committee was provided a five year history of crash data for the proposed routes. Engr. Bischke stated the proposed alternate DOT routes were to minimize left turns. Staff recommendation included accepting a split detour. If agreed, staff would notify the WDOT who would then draft a new agreement. Discussion followed on possible changes to the detour route.

MOTION made by Zabel, seconded by Warren to accept the WI DOT Detour Proposal recommendation to include splitting the detour routes, authorize Village signature of the proposal and direct staff to notify the WDOT of possible conflicts at Hwy 145(Fond du Lac Ave.) and Freistadt Road and consider changing the route to Hwy 145 (Fond du Lac Ave.) and Division Road (County G).

Motion carried unanimously.

REVIEW AND POSSIBLE ACTION ON STATE/MUNICIPAL AGREEMENT FOR MEQUON ROAD-COUNTRY AIRE DRIVE INTERSECTION PROJECT: Engr. Bischke reported the WDOT will be performing four-way stop controlled intersection improvements at Mequon Road and Country Aire Drive in year 2018. Review of the Agreement's terms and conditions found language not relevant to the intersection or Village's ownership of facilities. Engr. Bischke asked the DOT to strike this language in which they replied it was impossible as the language was developed by their attorneys. Signing of the Agreement would allow the WDOT to move forward with the project. If the Committee chooses to make language changes, staff will contact the Village Attorney with direction. Discussion followed.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to accept the State/Municipal Agreement for the Mequon Road-Country Aire Drive Intersection project.

Motion carried unanimously.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held Tuesday, January 5, 2016 at 5:00 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:26 p.m.

Janice Wick, Recording Secretary

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

MEETING DATE: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: WE Energies' Request to Amend Distribution Easement at N104
W13956 Donges Bay Road

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

SUMMARY EXPLANATION:

WE Energies would like to add an easement for electrical service to the original easement for gas service. They would also like to eliminate the cost since WE Energies typically doesn't charge municipalities for easements, and since the Village recently reciprocated this practice on easements acquired by WE Energies from the Village.

Staff recommends approval.

ATTACHMENTS:

- Distribution Easement Gas (orig.)
- Distribution Easement Electric and Gas

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.

Document Number	DISTRIBUTION EASEMENT GAS
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This space reserved for recording data:

WR NO. 3697721 IO NO. RO47500545

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VILLAGE OF GERMANTOWN, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to WISCONSIN GAS LLC, a Wisconsin limited liability company doing business as We Energies, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area"; for the sum of Seven Thousand Two Hundred Eighty Four and 00/100 Dollars (\$7,284).

The easement area is described as the Southerly 20 feet being a part of Grantor's land as described in the Warranty Deed recorded November 10, 1999 in the office of the Register of Deeds in and for Washington County as Document No. 842072 being part of the Southwest ¼ of Section 25, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin.

Return to:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

GTNV253980
(Parcel Identification Number)

- Purpose:** The purpose of this easement is to install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof (collectively hereinafter the "Gas Pipeline"). Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin gas codes or any amendments thereto.
- Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of easement area.
- Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. The easement herein granted is nonexclusive, and Village reserves unto itself, the right, not inconsistent with the rights herein granted, to use the strip of land for any purpose. It is expressly agreed that the construction, installation, operation, maintenance, repair and replacement of sanitary sewer, water main, storm sewer and related facilities (collectively hereinafter the "Village Facilities"), underground, upon, over, across within and beneath said strip of land, are not uses which are inconsistent with the rights herein granted. It is further agreed that access to Village's lands shall be maintained at all times.
9. It is understood and agreed that in the event it is necessary to reconstruct, protect, modify, adjust, replace or relocate the Village Facilities due to the construction, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of the Gas Pipeline, said reconstruction, protection, modification, replacement or relocation shall be performed by Village at the sole cost and expense of Wisconsin Gas LLC. Wisconsin Gas LLC agrees to reimburse Village for the reasonable and documented costs and expenses incurred by Village immediately upon presentation of a bill therefor.
10. Wisconsin Gas LLC further agrees to reimburse Village in connection with the construction or installation of future facilities or improvements, whether on the surface or underground, to the extent that such costs are increased or affected by the construction, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of the Gas Pipeline. However, prior to any construction or installation of any facility in the easement area which will require reimbursement by Wisconsin Gas LLC, Village shall notify Wisconsin Gas LLC of the proposed construction or installation and of the estimated additional costs to be incurred by Village as a result of the existence of the Gas Pipeline. Wisconsin Gas LLC may elect, in lieu of reimbursing Village for said additional costs, to alter or relocate the Gas Pipeline, at its sole cost and expense, to accommodate the construction or installation to be made by Village and Village shall provide, if possible, an alternate location on its lands for the Gas Pipeline subject to all of the terms and conditions of this easement.

Grantor:

VILLAGE OF GERMANTOWN

By

(Print name and title): Dean M. Walter, Village President

By

(Print name and title): Barbara K.D. Goeckner Clerk

Personally came before me in Washington County, Wisconsin on April 23, 2015,

the above named Dean M. Walter, the Village President

and Barbara K.D. Goeckner, the Village Clerk

of the VILLAGE OF GERMANTOWN, for the municipal corporation, by its authority, and pursuant to Resolution File action
taken by
No. adopted by its Village Board on April 20, 2015.

[Signature]
Notary Public Signature, State of Wisconsin

Brian C. Sajdak
Notary Public Name (Typed or Printed)
State Bar No 1027287

(NOTARY STAMP/SEAL)

My commission expires is permanent

**DISTRIBUTION EASEMENT
ELECTRIC AND GAS**

Document Number

WR NO. **3667677**

IO NO. **75853**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF GERMANTOWN, a municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation and WISCONSIN GAS LLC, a Wisconsin limited liability company, both doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "Easement Area".

The easement area is described as strips of land 12 feet in width being a part of Grantor's land as described in the **Warranty Deed** recorded **November 10, 1999** in the office of the Register of Deeds in and for Washington County as **Document No. 842072** being part of the **Southwest 1/4 of Section 25, Township 9 North, Range 20 East** in the Village of Germantown, Washington County, Wisconsin; excepting therefrom said land described in the Quit Claim Deed recorded December 10, 2014 as Document No. 1372067 in the office of the Register of Deeds in and for Washington County.

RETURN TO:
We Energies
Pat Adams
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

GTNV253980
(Parcel Identification Number)

The location of the Easement Area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

1. **Purpose:** The purpose of this easement is to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground, as well as to install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary so as not to interfere with Grantee's use of the Easement Area.
2. **Nonexclusive:** The easement herein granted is nonexclusive, and Grantor reserves unto itself, the right, not inconsistent with the rights granted to Grantee hereunder, to use the Easement Area for any purpose, including for the construction, installation, operation, maintenance, repair and replacement of sanitary sewer, water main, storm sewer and related facilities (collectively hereinafter the "Grantor Facilities"), underground, upon, over, across within and beneath the Easement Area. (As of the date of this Easement there are no Grantor Facilities under, upon, over, across, within or beneath the Easement Area.)
3. **Grantor Facilities:** In the event that, after the initial installation of Grantee's facilities within the Easement Area, the reconstruction, repair, replacement or relocation of any of Grantee's facilities within the Easement Area makes it necessary or prudent (under good utility practice or at the request of Grantee) for Grantor to reconstruct, modify, replace or relocate any Grantor Facilities within the Easement Area, then the reasonable cost of such reconstruction, modification, replacement or relocation shall be reimbursed by Grantee to Grantor. Such reimbursement shall be made within thirty (30) days after Grantee's receipt of a detailed invoice and supporting documents for such costs and expenses from Grantor.
4. **Grantee Facilities:** In the event that the construction, installation, operation, maintenance, repair, replacement, or relocation of any future Grantor Facilities makes it necessary or prudent (under good utility practice or at the request of Grantor) for Grantee to reconstruct, modify, replace or relocate any of Grantee's facilities within the Easement Area, then the reasonable cost of such reconstruction, modification, replacement or relocation shall be reimbursed by

Grantor to Grantee. Such reimbursement shall be made within thirty (30) days after Grantor's receipt of a detailed invoice and supporting documents for such costs and expenses from Grantee.

5. **Good Faith Effort:** Grantor and Grantee each agrees to use good faith efforts to construct, install, operate, maintain, repair and replace its facilities within the Easement Area in a manner that minimizes the impact on the facilities of the other party hereto, subject to the requirements of good utility practice.
6. **Use and Access:** Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as, but not limited to, rocks, trees, brush, limbs and fences which might interfere with the rights herein contained, and the free and full right of ingress and egress over and across the Easement Area, to and from the Easement Area, and other adjacent lands of Grantor, as necessary or convenient for the full enjoyment and use of the rights herein granted, during the operations of Grantee as herein above enumerated, but not necessarily limited thereto.
7. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
8. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the Easement Area will not be altered by more than 4 inches without the written consent of Grantee.
9. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
10. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
11. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

GRANTOR: VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

By _____
Barbara K. D. Goeckner, Village Clerk

STATE OF WISCONSIN)
 : SS
WASHINGTON COUNTY)

Personally came before me this _____ day of _____, 20____, the above named Dean Wolter and Barbara K. D. Goeckner, known to me the President and Clerk of the VILLAGE OF GERMANTOWN, a municipal corporation, who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

My commission expires _____

This instrument was drafted by Michele M. Arendt on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

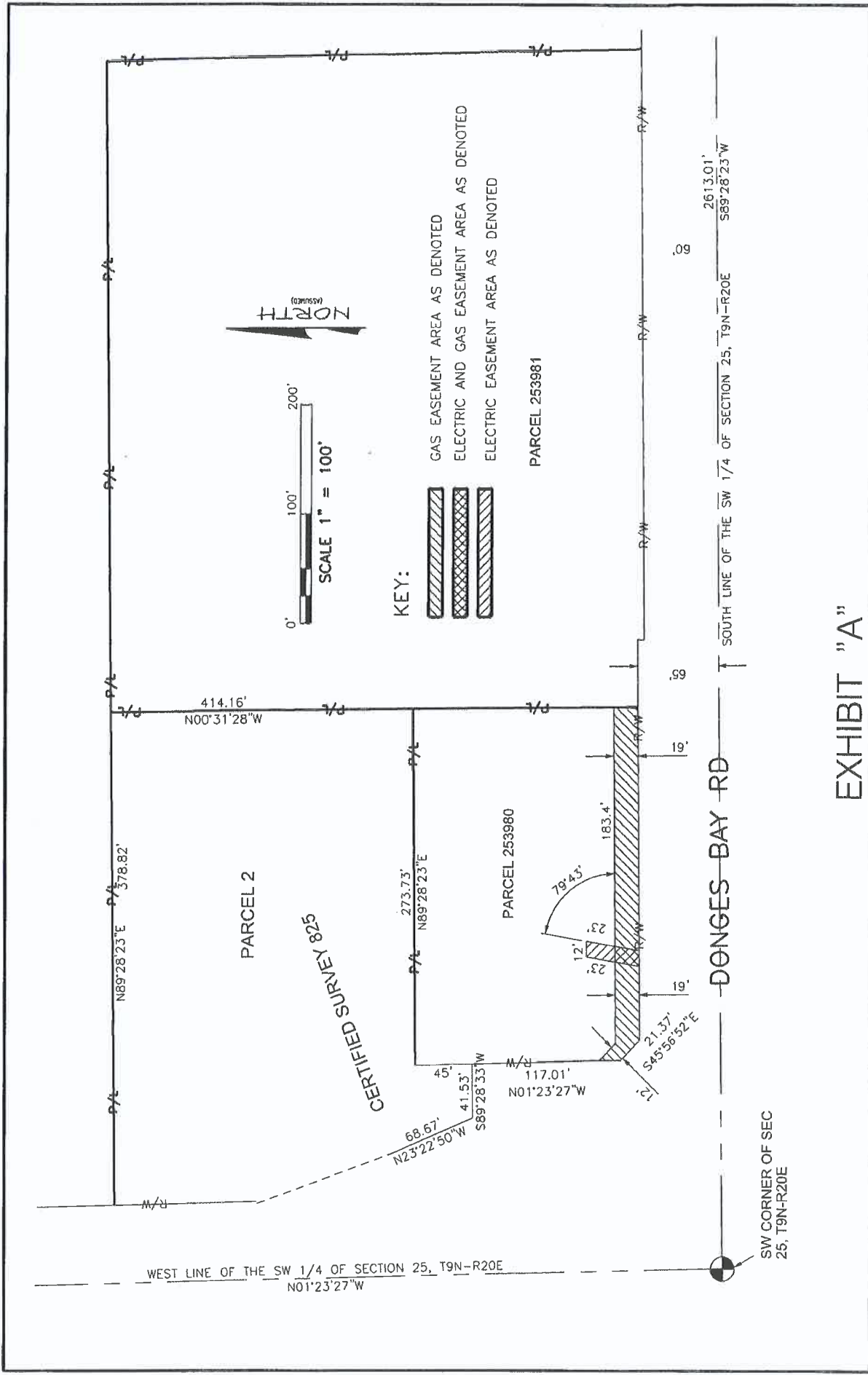


EXHIBIT "A"

LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 25,
TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN,
WASHINGTON COUNTY, WISCONSIN



DRAWN BY: D.D.COOPER
DATE: 12-17-2015
WR NUMBER: 3667677 & 3697721
REVISIONS:

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

MEETING DATE: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request authorization to bid for inspection and repair of Well #3

SUBMITTED BY: Jim Driver, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to solicit bids to pull, inspect repair as needed, also to do a chemical treatment for an iron bacteria in the aquifer. We have a budgeted amount of \$75,000.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends permission to solicit bids.

Staff recommends allocating \$75,000 from the 2016 operating budget (50-722-530-6330)

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: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Blanket purchase order for purchase of water meters for meter change out

SUBMITTED BY: Jim Driver, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization for a blanket P.O. for the budgeted amount of \$150,000 to purchase water meters

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends approving the purchase order.

Staff recommends allocating \$150,000 from the 2016 capital budget (50-180-183-3460)

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: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Upgrade SCADA for Water and Wastewater Utilities

SUBMITTED BY: Jim Driver, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility and Wastewater Utilities are requesting the authorization to contract with Ruekert- Miekle to upgrade the SCADA, Supervisory Control and Data Acquisition system that monitors and controls all the wells and lift stations. This would include software, hardware, and programing.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends using \$40,000 from line item 50-180-184-3972 from the water utility capital budget and \$40,000 from the wastewater capital budget 60-180-184-3721. The project would be \$80,000 total

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: Tuesday January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase Tandem Axle Patrol Truck

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the pricing obtained for the purchase of a new Tandem Axle Patrol Truck. Staff solicited pricing from regional dealerships selling Western Star. The result of the pricing is as follows:

Truck Country	\$201,639
Boyer Ford (Lauderdale MN)	\$182,314.88
V & H Inc. (Marshfield WI)	Refused to bid for territorial concerns

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends purchasing a new Western Star Patrol Truck from Truck Country for an amount not to exceed \$201,639. If approved, AND once 2015 borrowing has occurred funds for the purchase shall come from Highway Capital Account 40-542-570-8520.

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: Tuesday January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase Single Axle Patrol Truck

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the pricing obtained for the purchase of a new Single Axle Patrol Truck. Staff solicited pricing from regional dealerships selling Western Star. The result of the pricing is as follows:

Truck Country	\$183,818
Boyer Ford (Lauderdale MN)	\$182,314.88
V & H Inc. (Marshfield WI)	Refused to bid for territorial concerns

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends purchasing a new Western Star Patrol Truck from Truck Country for an amount not to exceed \$183,818. If approved, AND once 2016 borrowing has occurred funds for the purchase shall come from Highway Capital Account 40-542-570-8520.

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: Tuesday January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase Welder

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the pricing obtained for the purchase of a new welder for the shop. Staff solicited pricing from area suppliers and the results are as follows:

Weld Specialty	\$5,097
Praxair	\$5,398
Fox Welding	\$5,524

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends purchasing a new welder from Weld Specialty in the amount not to exceed \$5,097. If approved funds for the purchase shall come from Highway 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 & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Contract with Wachtel Tree Science-
EAB Detailed Plan/Consulting

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting permission to contract with Wachtel Tree Service to provide specific consultation services as it relates to the handling of Emerald Ash Borer (EAB). Wachtel has worked with the Village in the same capacity in 2015, and is very familiar with our tree inventory. Wachtel drafted the initial EAB plan for the Village a number of years ago as well as inventoried all of Village's street trees. The new plan will detail which trees should be removed, treated, observed etc. Wachtel was instrumental in assisting the Village with the Pilgrim road removal and pruning project.. The cost of the service will be on a time and material basis in the amount not to exceed \$15,000 (\$130/hr. Project Manager, \$100/hr. Certified Arborist). Wachtel was awarded the contract in 2015 and this would be a continuation of that service. Price comparisons were done in 2015 and Wachtel was the lowest submittal at that time

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends contracting with Wachtel Tree Science. If approved funds shall be allocated from Parks Line Item 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 & HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Acceptance of Improvements – Fire Station #2 Driveway Phase 1

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

SUMMARY EXPLANATION:

This project replaced the deteriorating asphaltic pavement of the Station's Edison Dr. driveway with a sturdy concrete pavement that can withstand the Fire Dept.'s largest vehicle, the ladder truck, fully loaded.

T.P. Concrete completed the work before the Thanksgiving holiday. Follow-up 7-day and 28-day concrete cylinder shear tests demonstrated that the pavement fulfilled specification requirements.

Project	Retainer Withheld
Fire Station #2 Driveway, replacement	\$1,311.25 (2.5%)
Total	\$1,311.25

Staff recommends acceptance of these improvements with the aforementioned retainer withheld for the one-year warranty period.

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: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Acceptance of Improvements – 2015 Road Projects

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

SUMMARY EXPLANATION:

The Village's contractor Payne & Dolan submitted final invoices for the Year 2015 road construction projects. DPW/Engineering Dept. representatives performed post-construction inspections and developed a punchlist. Pursuant to the Contract, the Engineer can retain between 2.5-10.0% for punchlist work. The following table presents retainer withheld by project:

Project	Retainer Withheld
Rivercrest Dr., reconstruction	\$12,025.39 (4.13%)
Riversbend Ln., reconstruction	\$5,000.00 (3.32%)
Donges Bay Rd. (Division to Pilgrim), pulverize & overlay	\$19,800.94 (2.50%)
Spaten Ct., surfacing	\$1,793.89 (2.50%)
Country Aire Dr., storm sewer	\$814.53 (2.50%)
Alt Bauer Park, basketball court & pathway	\$5,000 .00 (5.74%)
Total	\$44,434.75

Staff recommends acceptance of these improvements with the aforementioned retainer withheld for the one-year warranty period.

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: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Acceptance of Improvements – Lakewood Condos Water Main Relay

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

SUMMARY EXPLANATION:

This project was part of the Germantown Water Utility's systematic program in the Lake Park neighborhood to replace deteriorating ductile iron pipe under attack by acidic soils with polyvinyl chloride plastic pipe.

The Punchlist for Spring 2016 remedy includes:

- Gravel roadway restoration; and
- Reconnection of pond aerator electrical circuitry.

Since the pipe for the Appleton Ave. water main extension was delivered at the same time as the pipe for the Lakewood Condos water main relay, this invoice includes the purchase of that unused pipe and delivery to the Village's Recycling Center for secure storage until used next year.

The contractor Advanced installed the new pipe in November and made final connections in December. The pipe successfully passed bacteriological and pressure testing.

Project	Retainer Withheld
Lakewood Condos, water main relay	\$4,071.90 (2.5%)
Total	\$4,071.90

Staff recommends acceptance of these improvements with the aforementioned retainer withheld for the one-year warranty period.

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: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Recommendation to Plan Commission Regarding Possible Gatewood Place Roadway and Utility Extensions to Donges Bay Road

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

SUMMARY EXPLANATION:

The property owner of the vacant parcel at N104 W14281 Donges Bay Road just west of St. John's Church is considering developing this parcel. The property owner's representative asked Village staff members during a December 9, 2015 meeting if the following preferences would be acceptable in lieu of standard requirements:

Developer's preference	Standard practice
Shared driveway off Donges Bay Rd. and/or Gatewood Pl.	Extension of Gatewood Pl. to Donges Bay Rd. with acceleration/deceleration lanes on Donges Bay Rd.
Sanitary lateral off Donges Bay Rd. and/or Gatewood Pl.	Sanitary sewer main extension from Gatewood Pl.
Water lateral off Donges Bay Rd. and/or Gatewood Pl.	Water main extension from Gatewood Pl. connecting to existing water main in Donges Bay Rd.

Since the developer's preferences deviate from standard practices in which future transportation and utility connections are implied by existing geometry, the Community Development Director and Village Engineer wanted to gauge how palatable the developer's preferences would be to the Committee considering his claim of the economic burden resulting from following standard practices.

ATTACHMENTS:

- Narrative request from owner's representative (e-mail from Tim Hiller)
- Aerial exhibit of property with adjacent sanitary and water utilities
- CSMs presenting two alternatives

COMMITTEE ACTION:

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

Brionne Bischke

From: Tim Hiller [tim@thehillerco.com]
Sent: Tuesday, December 29, 2015 3:30 PM
To: Brionne Bischke; Janice Wick
Subject: Public Works Request and Review N104 W14821 Donges Bay Road
Attachments: CSM-CONCEPT3-0-06-032 CSM.pdf; CSM-CONCEPT2-0-06-032 CSM.pdf

Request for N104 W14281 Donges Bay Road, Approx 7.15 acres

Applicant/Agent: The Hiller Company, Tim Hiller

Owner: Steven Stoffel

We are proposing a 4 lot CSM with shared driveway access with sewer and water service to be provided with new laterals to existing mains. Our preference is for driveway access to lots 1 and 4 to be from Gatewood and lots 2 and 3 to be served from Donges Bay. This configuration would provide the least impact to the site, natural conditions and wetlands in terms of grading activities, and new impervious surfaces. We show a less preferred option to give additional access to lots 1 and 4 with an extended drive off of Donges Bay, but believe that the additional site improvements add unnecessarily to the site disturbance and ongoing management in a shared driveway setting.

We seek consideration and concurrence for this solution due to the unique constraints of this site as well as the history of development for the surrounding area. There has to our knowledge been no pressure from neighbors or other demands for the Village to complete a full spec public roadway through the site. We have an opportunity to deal with wetlands and the land's natural character in a way that reduces overall impact and creates an opportunity to provide quality single family homeownership simultaneously with less density than would otherwise be required.

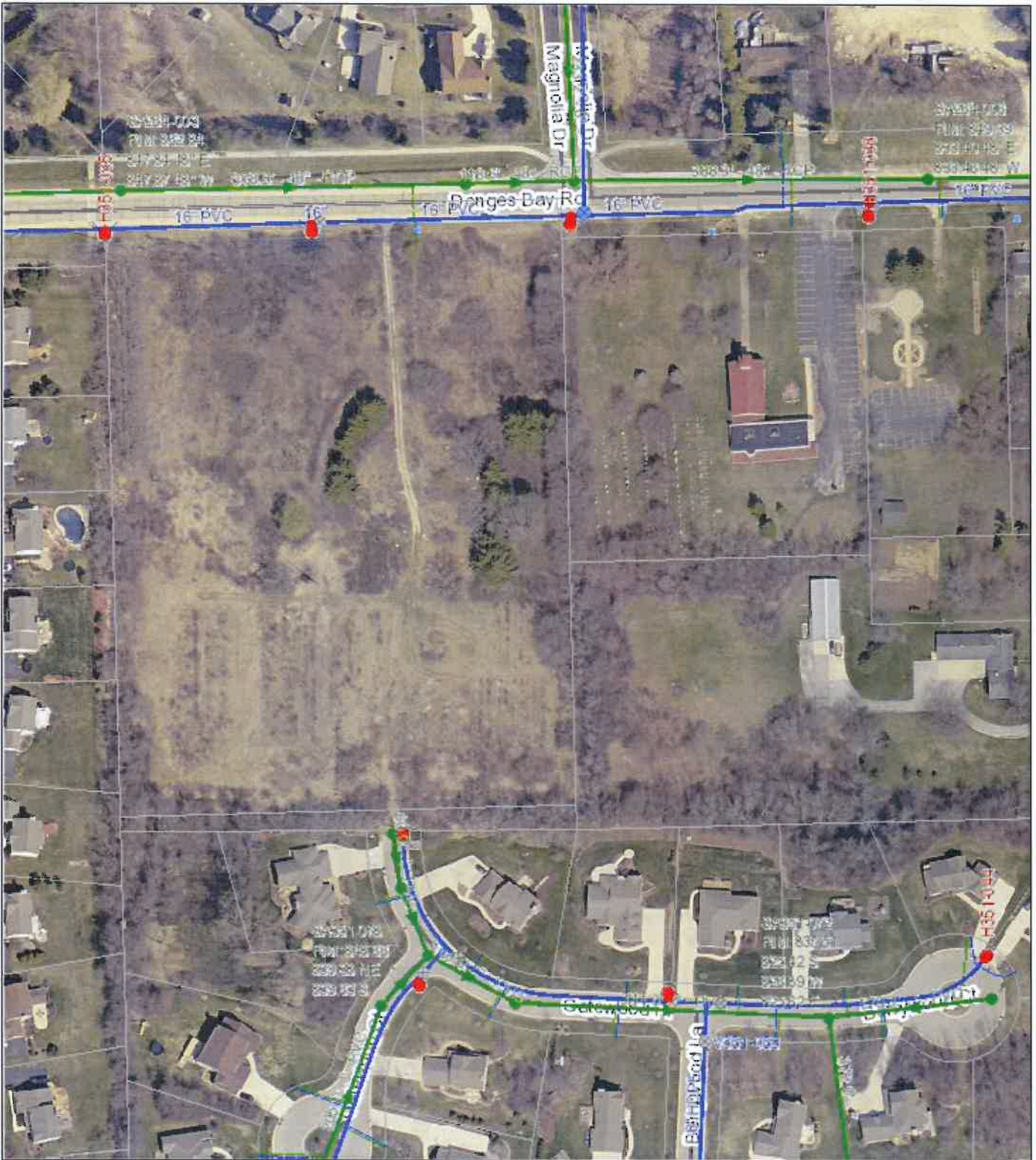
We studied the possibility of creating a more densely zoned subdivision with a public roadway, but found the stormwater and roadway configurations and costs unfeasible even if the land were rezoned to match the adjacent parcel to the west at RS-5. The wetland locations and setbacks provide a constraint under that denser scenario which can become more of a feature under the CSM proposal here. A CSM is the fastest method to sensitively prepare the site and build new homes. Anything other than a CSM creates an inconsistent set of lots. A single owner of the wetlands in lot 1 will provide for more control by one person, which also provides greater wetlands control for the Village. In order to achieve this approval we are willing to make enhancements to the larger wetland and work to remove invasive species from the site.

Thank you for your consideration.

Tim Hiller

The Hiller Company
777 North Jefferson Street
Milwaukee, WI 53202 USA
Phone: +1 414 226 9910
Mobile: +1 414 852 7037
Fax: +1 414 226 4960

CONFIDENTIALITY NOTICE: The content of this message, including any files transmitted with it, is confidential and a proprietary business communication,



Walnut Grove aerial
 TextBox1

DISCLAIMER:

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

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

Village of

Germantown

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

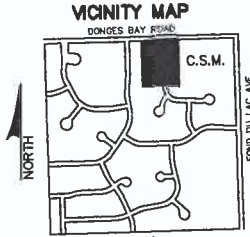


SCALE: 1 = 150'

Print Date: 12/23/2015

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



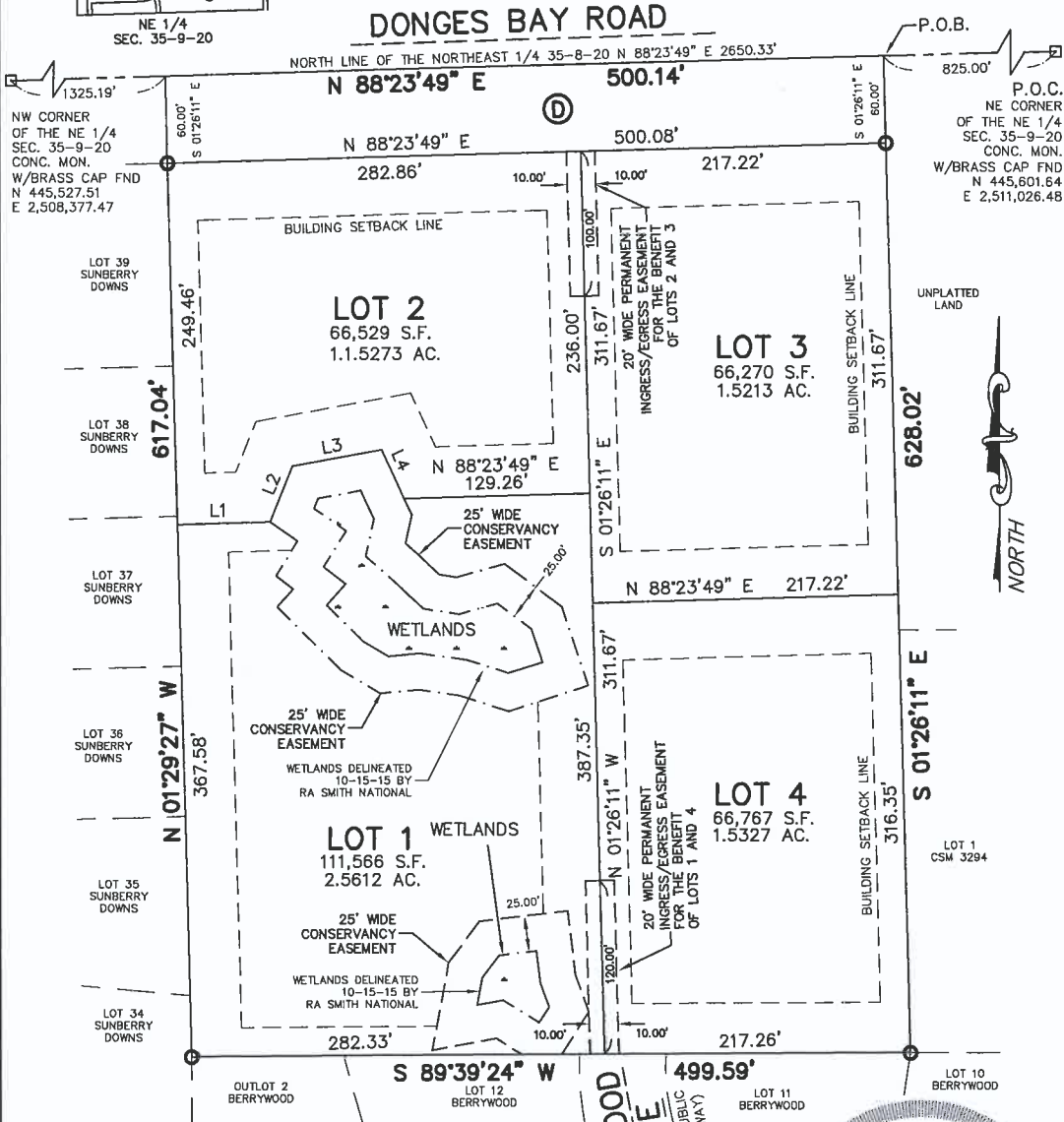
CAPITOL SURVEY ENTERPRISES
220 REGENCY CT STE 210
BROOKFIELD, WI 53045
PH: (262) 786-6600
WWW.CAPITOLSURVEY.COM

PREPARED FOR:

XXXXXX
XXXXXX
XXXXXX

SEE SHEET 2 FOR LINE TABLE.

SEE SHEET 3 FOR WETLAND AND
CONSERVANCY EASEMENT DETAIL.



ALL BEARINGS REFER TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35-9-20, WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)(REVISION JAN., 2013 DATUM NAD 27) BEARING OF N 88°23'49" E.

○ - 1" IRON PIPE, FOUND

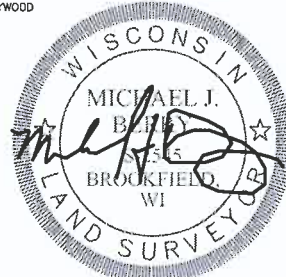
ⓓ - INDICATES 30,007 SQUARE FEET TO BE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES.

ZONED: RS-4 SINGLE-FAMILY
RESIDENTIAL
SETBACKS:
FRONT = 40'
SIDES = 20'
REAR = 35'

GRAPHIC SCALE

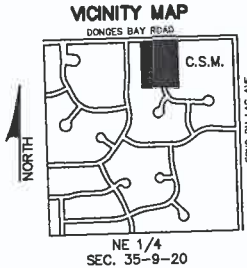


1 inch = 100ft.



CERTIFIED SURVEY MAP NO.

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



CAPITOL SURVEY ENTERPRISES
220 REGENCY CT STE 210
BROOKFIELD, WI 53045
PH: (262) 796-6600
WWW.CAPITOLSURVEY.COM

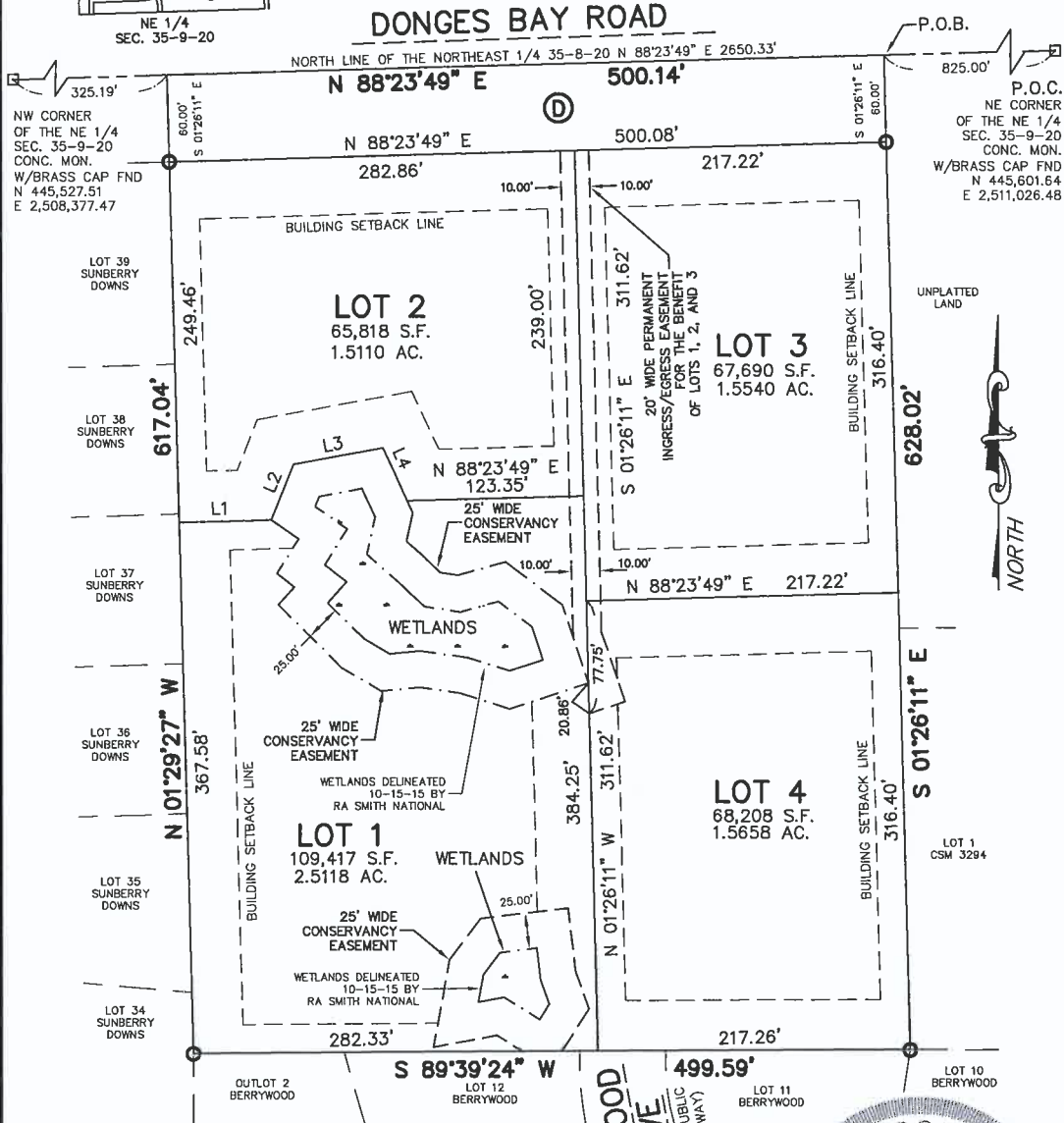
PREPARED FOR:

XXXXXX
XXXXXX
XXXXXX

SEE SHEET 2 FOR LINE TABLE.

SEE SHEET 3 FOR WETLAND AND CONSERVANCY EASEMENT DETAIL.

SEE SHEET 4 FOR PERMANENT INGRESS/EGRESS EASEMENT DETAIL.



ALL BEARINGS REFER TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35-9-20, WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)(REVISION JAN., 2013 DATUM NAD 27) BEARING OF N 88°23'49" E.

○ - 1" IRON PIPE, FOUND

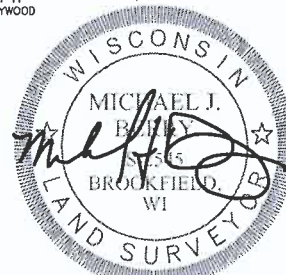
ⓓ - INDICATES 30,007 SQUARE FEET TO BE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES.

ZONED: RS-4 SINGLE-FAMILY RESIDENTIAL SETBACKS:
FRONT = 40'
SIDES = 20'
REAR = 35'

GRAPHIC SCALE



1 inch = 100ft.



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

MEETING DATE: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Authorize Wisconsin DOT to Include Traffic Signal Design in State-Municipal Agreement for Mequon Road – Country Aire Drive Intersection Project

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

SUMMARY EXPLANATION:

On December 3, 2015, I attended a 60% plan review at Wisconsin DOT's Southeast Region Headquarters in Waukesha, WI. During the meeting, one DOT representative mentioned that recent traffic counts are only 20 vehicles per hour short of traffic signal warrants. This means that the need for traffic signals will occur before this project's construction.

Recall that the Memorandum of Understanding for TID #4 Germantown Business Park stipulates that the Village would be responsible for designing and installing the traffic signals.

It would be advantageous and most efficient for the Village to hire Wisconsin DOT's traffic signal designers or their engineering design consultant DAAR Engineering to include the traffic signals in their plans, specifications and estimate because they are custodian of them.

Costs of the signals at the nearby Mequon Road – Eisenhower Road intersection included:

\$190,000	Construction (Pieper)
\$15,000	Engineering Design (RA Smith)
\$80,000	Materials & Inspection (Wisconsin DOT)
\$285,000	Total

Staff recommends approval.

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: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Approve Invoice for Electric Facility Relocation Work at Donges Bay and Pilgrim Roads for Wastewater Utility's Cured-in-Place-Pipe Lining Project

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

SUMMARY EXPLANATION:

In order to perform the cured-in-place-pipe lining work, the Utility's contractor had to bypass sewage around the interceptor pipe. They accomplished this by installing a bypass collection manhole. While installing the manhole, unstable soil conditions resulted in sloughing that exposed three primary WE Energies electric lines. WE Energies inspected the electric lines, and decided to de-energize and relocate them.

Staff recommends approval.

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.

December 21, 2015

we energies



W140 N9100 Lilly Rd.
Menomonee Falls, WI 53051
www.we-energies.com

Village Of Germantown
Attn: Brionne R. Bischke, P.E.
N112 W17001 Mequon Rd
P.O Box 337
Germantown, WI 53022-0337

Subject: Invoice for electric facility relocation work at Donges Bay Rd and Pilgrim Rd

Dear Mr. Bischke:

Thank you for contacting us about your electric facility relocation request at the above address.

Please review the following cost information:

- The cost for your electric facility relocation is: \$2,695.66. This amount is valid for 90 days from the date of this letter.
- This cost includes seasonal charges of \$16.00 for installation from Dec.1 through March 31.
- The cost applies only to our electric facilities. If any other utilities need to be relocated, please contact the appropriate providers.
- Additional charges may apply if unusual or unforeseen conditions are encountered during the relocation.
- Any excavated area will be backfilled with existing soil at no cost to you. Surface restoration in the public right-of-way will be completed according to municipal guidelines. Additional restoration work you may have requested is included in your installation cost.
- If another quote is requested within 12 months, there may be a charge for preparing the new quote.

Please sign and return this letter, sketch and your payment in the envelope provided. Payment may also be made online by visiting www.we-energies.com/payconstructionbill or by phone at 855-570-0998. Your site is ready for service relocation when all items on the ready for service card are complete. We will schedule the relocation when we have your completed card and the municipal inspection or affidavit (if applicable).

If you have questions, please call me. I look forward to working with you to make your project a success.

Sincerely,

A handwritten signature in cursive script that reads 'Annette Hogans'.

Annette Hogans
Energy Service Consultant
Phone #: 262-253-4549
Fax #: 262-253-4564

Accepted by: _____ Date: ____/____/____

Title: _____

Work request #: 3874968

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

MEETING DATE: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Award Contract to Wisconsin DOT's Engineering Design Consultant to Include Roundabout Expansion for Lannon Road – Appleton Avenue Intersection to Accommodate TID 6 Traffic

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

SUMMARY EXPLANATION:

According to Wisconsin DOT's October 12, 2015 Memorandum of Understanding generated by the TID #6 Willow Creek Business Park's Traffic Impact Analysis, the TID is responsible for expansion of the Lannon Road – Appleton Avenue roundabout.

Since Wisconsin DOT's engineering design consultant Westbrook has already achieved 90%-complete Plans, Specifications & Estimate and remains custodian of them, it would be most efficient for the Village to contract with them to design the TID's contribution to the roundabout since the time schedule is approaching compression.

A representative of Westbrook prepared a proposal and outlined the scope of the engineering design work that would need to be done (attached). The proposal of \$47,880 appeared high to DPW/Engineering Dept. staff, so staff consulted R.A. Smith National representatives whom explained that their lack of project history knowledge makes it difficult for them to know the specific roundabout project's complexities. Staff also asked Westbrook to reconsider their proposal and see if they can trim some of its proposed scope. The Westbrook representative affirmed their original proposal with one minor edit.

ATTACHMENTS:

- Westbrook Proposal
- e-mail from Aaron Palmer 12-17-2015, Page 1 of 4

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, WISCONSIN

**MENOMONEE FALLS – SLINGER
(MAPLE ROAD TO STH 60)
STH 175
WASHINGTON COUNTY
PROJECT I.D. 3360-09-72**

LANNON ROAD ROUNDABOUT PLAN AND PS&E REVISIONS

SCOPE OF SERVICES 11 DECEMBER 2015

BACKGROUND

Westbrook Associated Engineers, Inc. under contract with the WisDOT Southeast Region recently completed a multi-year design contract to produce plans, specials and estimate for the resurfacing of STH 175 from the Village of Germantown to the intersection with STH 60. Included in this project plan set was the reconstruction of a single lane roundabout at the Lannon Road intersection with STH 175. Westbrook's final plans and PS&E documents were submitted to the WisDOT's ESubmit site for a final submittal on August 1, 2015. Westbrook's contractual requirements for the project design were completed at that time.

SCOPE

On November 17, 2015 the Village of Germantown informed Westbrook Associated Engineers the Lannon Road roundabout optimum design with two full lanes of traffic through the roundabout will need to be incorporated into the 3360-09-72 contract documents. The Village requested Westbrook prepare a proposal to make the necessary changes in the already completed plan and PS&E documents. Westbrook consulted with the Southeast Region staff to determine the level of WisDOT review and scope the necessary plan changes. The following items of work were identified during that conference:

- Proposed edge line reference file will need to be updated including island changes and NW leg crosswalk changes.
- Coordination with previous project subconsultants and WisDOT units involved in the previous design will be required throughout the duration of these changes.
- Typical Section revisions at roundabout.
- Intersection Details sheets including pavement grading, northing and eastings, and geometrical revisions.
- Replot Plan Details, Erosion Control, Plan & Profile, and Storm Sewer sheets with updated edge file reference.
- Move inlet 1001.3 located on the NE leg island to new location, and update all subsequent sheets related to revising the storm sewer changes.
- Permanent Signing changes due to adding lanes.
- Sign Details to be revised with additions for added lanes.
- Adding lanes will also require coordination with the DOT on overhead signing and the addition of an overhead sign on the SW approach. Overhead sign bases will be within the clear zone and could require shielding which may cause issues with either guardrail or crash cushions.

- Coordination with utilities due to modifications to storm sewer and addition of overhead sign bases.
- Lighting Plan sheets to be revised with updated edge line drawing. Lights on NW leg may need to be adjusted to accommodate changes to crosswalk.
- Pavement Markings will need updated with addition of lanes and adjustments of tapers.
- Traffic Control sheets to be updated.
- Alignment Detail sheets need minor revisions.
- Quantity and Miscellaneous Quantities revisions including: Excavation Common (if guardrail added at additional overhead sign), Asphaltic Items, Concrete Curb & Gutter 30-Inch Type D, Concrete Sidewalk 5-inch, Signs, Overhead Signs, Pavement Markings, Storm Sewer quantities, etc.
- Cross Sections and Traffic Control Cross Sections may need minor revisions.
- Update Estimator, Estimate Documentation and estimate in Trns-port.
- All PS&E documents to be revised and resubmitted per WisDOT.
 - This will require coordination with Tom Heydel (WisDOT Signing and Pavement Marking) for all revisions to signs and pavement markings at the roundabout.
 - FDM now requires pedestrian accommodations during construction. These requirements will be evaluated at the Lannon Road roundabout.
 - 90% submittal required to be submitted to WisDOT on 3/1/2016.
 - WisDOT will have all sections review project plans and provide comment by 4/1/2016.
 - Final plan revisions, estimate and all PS&E documents to be resubmitted for a 5/1/2016 PS&E date.

COST OF PROPOSED SERVICES

Westbrook Associated Engineers, Inc. proposes the above scope of services be performed on a Lump Sum basis for a cost of \$47,880.

Sincerely,
WESTBROOK ASSOCIATED ENGINEERS, INC.



Aaron Palmer, P.E.
Vice President

ACCEPTED BY:

Village of Germantown

Date

From: Aaron Palmer [apalmer@westbrookeng.com]
Sent: Thursday, December 17, 2015 8:14 AM
To: Brionne Bischke
Cc: Lawrence Ratayczak
Subject: Re: Appleton-Lannon Roundabout Improvements to Accommodate TID 6

Brionne,

I really don't have any wiggle room I am comfortable removing from my budget. We have been working with the SE Region on this very project since late 2006. Over the past 9 years I think we have come to fully understand the complexities involved in delivering a project through the final review process at the Region. I anticipate this process will be quite extensive and involve many opinionated comments from the Region that will require significant modifications to plan sheets. Currently this project plan set is 533 pages long. A great majority of these pages will have to be modified and reprinted to pdfs from AutoCAD after we start making changes at the roundabout. It is a quite extensive process. Going through another whole PS&E submittal also adds to the overall effort.

At this point the only thing I can offer to change is I had set aside 8 hours for both myself and my Project Engineer to attend a meeting at the Southeast Region if they end up requiring us to attend in person. During my conference call with the Region the other day they stated we "probably" didn't have to attend the meeting in person. Since this project is set up as a Lump Sum project I put that effort into my proposal because they very well might ask us to attend in person. I would be willing to remove that effort at this time with the understanding we will not attend any meetings. That will lower my overall LS proposal to \$45,440.

Aaron

On Wed, Dec 16, 2015 at 3:39 PM, Brionne Bischke <bbischke@village.germantown.wi.us> wrote:
Hi Aaron:

Thanks for developing a proposal. I think that the Public Works & Highway Committee and the Village Board are going to get sticker shock. Since R.A. Smith National was the Village's consultant who authored the TIA, I asked their representatives to review the proposal. They are having difficult time grasping the fee as it exceeds their predictions. Would you be able to reduce the fee somewhere? Would you be available to attend our Public Works & Highway Committee's 5:30 PM, January 5, 2016 meeting to explain the fee?



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

MEETING DATE: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Release Retainer to Pieperline for the Mequon – Eisenhower Roads Intersection Traffic Signalization Project

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

SUMMARY EXPLANATION:

This traffic signalization project was required by the Memorandum of Understanding between the Village and Wisconsin DOT developed from the TID #4 Germantown Business Park Traffic Impact Analysis.

It has been one year since Pieperline substantially installed the traffic signals and placed them into operation.

The Highway Dept. will inspect the traffic signals with an appropriate Wisconsin DOT representative and report findings to the Committee.

Project	Retainer Withheld
Mequon-Eisenhower Intersection, traffic signals	\$4,747.50

Staff recommends release of the retainer that was withheld for the one-year warranty period.

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: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Approve Washington County Invoice for Striping Freistadt Road

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

SUMMARY EXPLANATION:

This striping project was associated with improvements to the Freistadt – Maple Roads intersection. Recall that Freistadt Road had been seal coated in preparation for this restriping. Restriping converted the former four lane roadway into a two-way-left-turn-lane roadway between intersections and dedicated left turn lanes at the intersections.

Payment would be drawn from Account #40-541-570-8909.

Staff recommends approval.

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.

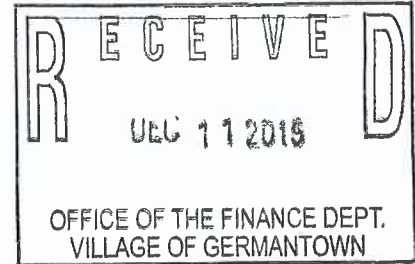


Washington County Highway Department

INVOICE #5447

900 Lang Street, West Bend, WI 53090-2666
Phone: (262)335-4435 Fax: (262)335-4439

To: Village of Germantown
N112W17001 Mequon Rd
Germantown, WI 53022



Invoice Date: 12/08/2015

Invoicing for the period: 10/29/2015 Thru 11/25/2015
November 2015
(See Attached for Detail)

Total Due: \$3,777.06



Please make check payable to
"WASHINGTON COUNTY TREASURER"
Remit to the address below.

VENDOR #	23044
ACCT. #	
DISC. \$	
APPROVAL	

Account Number: 14400.122010

PLEASE SEND A COPY OF THE INVOICE ALONG WITH YOUR REMITTANCE

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

Default Report Heading

Invoice

12/04/2015

Page 1

Account.....: 53330
 County ID....:5333041100
 Month/Year: 11/2015
 Project ID...: --

STATEMENT OF EXPENDITURE
 330-15 VILLAGE OF GERMANTOWN
 10/29/2015 Thru 11/25/2015

		090		
<u>EMPLOYEE LABOR</u>		<u>Hours</u>	<u>Rate</u>	<u>Total</u> <u>D PAVMARK</u>
117		15.00	23.1100	346.65 346.65
119		14.00	23.1100	323.54 323.54
126		15.00	20.0200	300.30 300.30
SUBTOTAL	44.00/0.00	44.00		970.49 970.49

		090		
<u>FRINGE BENEFITS</u>		<u>Rate</u>	<u>Total</u>	<u>D PAVMARK</u>
		81.49	790.85	790.85
SUBTOTAL			790.85	790.85

*** LABOR SUBTOTAL			1,761.34	1,761.34
--------------------	--	--	----------	----------

		090		
<u>SMALL TOOLS</u>		<u>Rate</u>	<u>Total</u>	<u>D PAVMARK</u>
		1.90	33.47	33.47
SUBTOTAL			33.47	33.47

		090		
<u>EQUIPMENT</u>		<u>Hours</u>	<u>Rate</u>	<u>Total</u> <u>D PAVMARK</u>
100M (951) CENTERLINER		7.50	78.0800	585.60 585.60
208 (101) FORD ONE TON		8.00	13.1000	104.80 104.80
SUBTOTAL		15.50		690.40 690.40

*** EQUIPMENT SUBTOTAL			723.87	723.87
------------------------	--	--	--------	--------

		090		
<u>MATERIAL</u>	<u>U/M</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u> <u>D PAVMARK</u>
M106-07	GAL	49	7.3242	358.89 358.89
WHITE CENTERLINE				
M106-08	GAL	67	7.2988	489.02 489.02
YELLOW				
CENTERLINE				
M106-11	LB	1016	0.2830	287.53 287.53
GLASS BEADS				
SUBTOTAL				1,135.44 1,135.44

Account.....: 53330
County ID....:5333041100
Month/Year: 11/2015
Project ID...: --

Default Report Heading
STATEMENT OF EXPENDITURE
330-15 VILLAGE OF GERMANTOWN
10/29/2015 Thru 11/25/2015

Invoice

12/04/2015

Page 2

<u>CHARGE SUMMARY</u>		<u>Quantity</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>
01 TOTAL LABOR	(06)	44.00	1,761.34	1,761.34
02 TOTAL MACHINERY	(07)	15.50	723.87	723.87
03 TOTAL MATERIAL	(08)		1,135.44	1,135.44
<u>04 TOTAL ALL ITEMS</u>			<u>3,620.65</u>	<u>3,620.65</u>

<u>ADMIN</u>	<u>Rate</u>	<u>Total</u>	<u>090</u> <u>D PAVMARK</u>
	4.32	156.41	156.41
<u>SUBTOTAL</u>		<u>156.41</u>	<u>156.41</u>

<u>06 JOB GRAND TOTALS</u>	<u>\$3,777.06</u>	<u>3,777.06</u>
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REMIT TO:

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

Pay This Amount: \$3,777.06

Notes

10/30/2015 SPECIAL MARKINGS.
11/05/2015 SPECIAL MARKINGS.

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

MEETING DATE: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Review & Finalize List of Capital Items to be Included in the 2016
Borrowing- Discussion and/or Action

SUBMITTED BY: Lawrence Ratayczak, Public Works Director

SUMMARY EXPLANATION:

This topic is presented for Review & Discussion prior to being forwarded to the General Government & Finance Committee for Approval. The individual Departments have reviewed and discussed the items placed on the List for the 2016 Borrowing and have affirmed these items to be necessary for the continued and efficient operation of the Village.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER __XX

Spreadsheet indicating the items requested and the associated estimated cost.

RECOMMENDATION:

Director of Public Works recommends the Public Works & Highway Committee approve the items listed in the Summary 2016 Borrowing Spreadsheet and forward the same to the General Government Finance Committee for their approval.

BOARD 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
2016 CAPITAL PURCHASES FUND 40 ITEMS -

ITEM DESCRIPTION	PROJECT/ EQUIPMENT	FUNDING SOURCE				ITEMS TO BE BORROWED FOR
		CAPITAL/GENERAL RESERVE	GRANTS	REVENUE FROM FIXED ASSET SALES	IMPACT FEE SPECIAL REVENUE	
POLICE DEPARTMENT						
Replace Roll Call Room Furniture and interview room	20,000					20,000
ProPhoenix Enhancement - Citizen & Court Interface	17,000					17,000
Upgrade Video Security of PD Complex	50,000					50,000
Replace 9-1-1 System	161,000					161,000
Replace Chief's Squad	34,000					34,000
						0
TOTAL POLICE DEPARTMENT	282,000	0	0	0	0	282,000
FIRE DEPARTMENT						
New Ambulance	250,000					250,000
Tender \$300,000 remove COW 9/29/15						0
						0
TOTAL FIRE DEPARTMENT	250,000	0	0	0	0	250,000
DPW ADMINISTRATION AND ENGINEERING						
Ditch Enclosures - Crestview	60,000					60,000
Cltch Enclosures - Happy Hollow/Whitehorse	60,000					60,000
DOT Donges Bay Design Payback	43,400					43,400
						0
TOTAL DPW ADMINISTRATION AND ENGINEERING	163,400	0	0	0	0	163,400
HIGHWAY DEPARTMENT						
Tandem Axle Patrol Truck	210,000					210,000
Singel Axle Patrol Truck	190,000					190,000
Tractor w/ Sweeper & blade	70,000					70,000
Asphalt Paving	1,500,000					1,500,000
Traffic Signal Cabinet Equipment upgrades County Line Rd	25,000					25,000
						0
TOTAL HIGHWAY DEPARTMENT	1,995,000	0	0	0	0	1,995,000
PARKS & BLD & GROUNDS						
Replace Concrete Approach - North, Fire Station 2	85,000					85,000
Chipper	80,000					80,000
						0
TOTAL PARKS & Bld & GROUNDS	165,000	0	0	0	0	165,000
RECREATION						
Alt Bauer & Haupt Strasse Tennis Courts	65,000					65,000
Alt Bauer Park Playground Equipment	85,000					85,000
						0
TOTAL RECREATION	150,000	0	0	0	0	150,000
GRAND TOTAL	3,005,400	0	0	0	0	3,005,400

Borrowing Costs

50,000

50,000

3,055,400

approx borrowing

3,060,000

NOTE: HIGHLIGHTED ITEM MAY ENCUMBER THE FULL AMOUNT OF APPROX. \$217,000.00 TO BE PAID BACK TO THE WIDOT OVER A 2 YEAR PERIOD (2016 & 2017). BASIS OF FUNDING NEEDS TO BE RESOLVED, EITHER BONDED FUNDS OR BORROW FROM SEWER UTILITY WITH MONTHLY PAYBACK HAVE BEEN DISCUSSED.

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

MEETING DATE: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Approve \$2,300 Contribution to SWEET Water Regional NR216 Education & Outreach Efforts for Village's MS4 Storm Water Permit

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

SUMMARY EXPLANATION:

The Village's Municipal Separate Storm Sewer System (MS4) storm water permit with the Menomonee River municipalities requires the Village to engage in public Education & Outreach (E&O) efforts regarding environmental stewardship and storm water management topics. Instead of each municipality engaging in its own efforts and duplicating efforts, we have each been contributing to a pool managed by SWEET Water. SWEET Water then contracted an advertising agency to conduct the effort. SWEET Water has also successfully obtained supplemental grant monies in the past, and advertising agencies have managed to obtain discounted and supplemental donated times from numerous news agencies.

Staff recommends approval.

ATTACHMENTS:

- SWEET Water letter

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.



sweet water

SOUTHEASTERN WISCONSIN WATERSHEDS TRUST, INC.

September 29, 2015

BOARD OF DIRECTORS

Nancy Frank, *Chair*
University Of Wisconsin-Milwaukee

David Lee, P.E., *Secretary, Treasurer*
We Energies

Brian Depies
Short Elliott Hendrickson Inc. (SEH)

Sharon Gayan, Wisconsin Department
of Natural Resources (non-voting advisor)

Michael G. Hahn, P.E., P.H.
Southeastern Wisconsin Regional
Planning Commission

Andy Holschbach
Ozaukee County

Matthew Howard
Alliance for Water Stewardship-North America

Neil Palmer
Village of Elm Grove

Karen Sands
Milwaukee Metropolitan Sewerage District

Alyssa Schmitt
Stormwater Solutions Engineering, LLC

Marian Singer
WellIntell, Inc.

Dan Stoffel
Washington County

STAFF

Linda Reid, Executive Director

600 East Greenfield Avenue
Milwaukee, WI 53204-2944

(414) 382-1766
swwtwater.org

Mr. Brionne Bischke, P.E.
Village Engineer
Village of Germantown
PO Box 337
Germantown, WI 53022-0337

Dear Mr. Bischke,

I am writing to formally request your financial support of Sweet Water's stormwater pollution outreach and education efforts, *Respect Our Waters*, for the coming year. Through the program, Sweet Water is continuing to link municipal partners across the region, strengthening our stormwater pollution public education effort.

With a new *Respect Our Waters* program manager, Jake Fincher, onboard, Sweet Water is in a position to deliver an exceptional stormwater pollution education program in your community in 2016. **We hope that we can count on your community's continued support and participation.**

Support in 2015 came from 35 area municipalities, from Kenosha at the Illinois border, to Germantown and Ozaukee County to the north. That local government backing was more than matched by grants secured from the Wisconsin Department of Natural Resources (WI DNR) and the Joyce Foundation.

Sweet Water has applied for a two-year WI DNR grant submitted on behalf of MMSD. Our partners at Root-Pike WIN also submitted a proposal to the WI DNR for a two-year grant on behalf of the Village of Mount Pleasant. Sweet Water is also in the process of submitting a joint application with the Lakeshore Natural Resource Partnership for financial support to the Wisconsin Coastal Management Program to expand the *Respect Our Waters* program north to Door County - **we are growing.**

As a result of these unified efforts, individual municipalities can join in a much broader campaign at a fraction of the cost to any one community.

***Respect Our Waters* is designed to directly meet the information and education (I&E) requirements of the WI DNR's NR 216 program. The campaign uses a variety of methods to encourage**

direct public involvement in nonpoint source pollution reduction efforts. The DNR has committed to review our program to ensure that they will be able to certify that it will meet the NR 216 requirements.

In 2016 the Respect Our Waters campaign will incorporate the following components: the **advertising campaign** to be led again by Eichenbaum and Associates; **media publicity**; **articles** upon request for your municipal newsletters; a new **website** and increased **social media** presence; workshops; participation in **community events**; and a **speakers' bureau** available for presentations in your community on a variety of subjects.

The 2016 outreach will be informed by a review of the 2015 media campaign deliverables and program components later this fall. We will again bring together a communication committee comprised of municipal partners and key public relations professionals to aid us in this review. In the meantime, we're open to your comments and suggestions for making the program even stronger.

We continue to be very pleased with the strong partnership with our ad agency, Eichenbaum and Associates. Eichenbaum brings unique and engaging creative talent to the table and have a talented and savvy public relations and media team that have been able to substantially leverage our investment.

Through paid media on WISN/Channel 12, we ran 15 and 30 second spots more than 450 times. Additionally, there was a logo/audio sponsorship of *Weather Watch 12*. We also ran an estimated 1.4 million impressions of a combination of display ads, mobile and pre-roll, on wisn.com including weather-triggered video on other websites as well.

The PR campaign (earned media) generated a concentration of TV and radio exposure with 12 feature stories and interviews appearing on Channels 6, 12 and 58, as well as WTMJ-AM, WRJN-AM, WKTI-FM and WUWM-FM. Additionally, TV and radio stories were posted online and rebroadcast on ROW, Sweet Water and Root Pike WIN social media channels. We hope that you see value in this campaign for your community and will continue to support this regional effort.

I have attached a proposed 2016 funding template that outlines support levels for all the potential partners based on a combination of municipal population, surface area and a specific program cost of \$45,000, assuming our application to the WI DNR will be successful. We hope that your community will participate at the level as indicated by the attached matrix.

Please join our efforts in 2016 with support from your community. You may consider this letter a formal request for your participation in our program. We plan on sending participating communities an invoice in January 2016.

If you have any questions, I can be contacted at reid@swwtwater.org or 414-382-1766. We greatly appreciate your support of this important initiative. Thank you.

Best regards,



Linda Reid
Executive Director

Attachment

Municipality *Figures derived from 2014 DOA estimates	Land Area (square miles)	% of Total Area	Approx. Population (2014)	% of Total Population	Proposed 2015 Cost Share to raise \$45k in total
Adell (Village of)	0.56	0.14%	515	0.04%	\$ 39.83
Bayside (Village of)	2.4	0.60%	4,376	0.31%	\$ 205.55
Brookfield (City of)	27.59	6.91%	37,847	2.70%	\$ 2,162.89
Brown Deer (Village of)	4.4	1.10%	12,157	0.87%	\$ 443.23
Butler (Village of)	0.8	0.20%	1,832	0.13%	\$ 74.51
Campellsport (Village of)	1.33	0.33%	2,008	0.14%	\$ 107.21
Cascade (Village of)	0.81	0.20%	702	0.05%	\$ 56.93
Cedarburg (City of)	4.83	1.21%	11,479	0.82%	\$ 456.58
Cudahy (City of)	4.77	1.19%	18,224	1.30%	\$ 561.51
Elm Grove (Village of)	3.27	0.82%	5,963	0.43%	\$ 280.07
Fox Point (Village of)	2.9	0.73%	6,676	0.48%	\$ 270.67
Fredonia (Village of)	2.09	0.52%	2,176	0.16%	\$ 152.75
Germantown (Village of)	34.42	8.62%	19,891	1.42%	\$ 2,259.52
Glendale (City of)	5.76	1.44%	12,773	0.91%	\$ 529.78
Grafton (Village of)	5.06	1.27%	11,490	0.82%	\$ 469.72
Greenfield (City of)	11.51	2.88%	36,687	2.62%	\$ 1,237.91
Jackson (Village of)	3.05	0.76%	6,830	0.49%	\$ 281.59
Kewaskum (Village of)	2.45	0.61%	4,015	0.29%	\$ 202.57
Menomonee Falls (Village of)	32.92	8.25%	356,798	25.47%	\$ 7,585.20
Mequon (City of)	46.28	11.59%	23,387	1.67%	\$ 2,984.16
Milwaukee (City of)	96.12	24.08%	595,993	42.54%	\$ 14,988.62
Newburg (Village of)	0.89	0.22%	1,247	0.09%	\$ 70.19
Random Lake (Village of)	1.35	0.34%	1,583	0.11%	\$ 101.51
Richfield (Village of)	35.91	9.00%	11,424	0.82%	\$ 2,207.54
River Hills (Village of)	5.1	1.28%	1,584	0.11%	\$ 312.90
Saukville (Village of)	3.8	0.95%	4,466	0.32%	\$ 285.91
Shorewood (Village of)	1.59	0.40%	13,183	0.94%	\$ 301.32
South Milwaukee (City of)	4.8	1.20%	21,142	1.51%	\$ 610.06
Slinger (Village of)	5.29	1.33%	5,140	0.37%	\$ 380.71
St. Francis (City of)	2.55	0.64%	9,465	0.68%	\$ 295.73
Thiensville (Village of)	1.2	0.30%	3,222	0.23%	\$ 119.38
Waldo (Village of)	0.94	0.24%	495	0.04%	\$ 60.93
Wauwatosa (City of)	13.25	3.32%	46,766	3.34%	\$ 1,497.84
West Allis (City of)	11.39	2.85%	60,272	4.30%	\$ 1,609.88
West Bend (City of)	14.57	3.65%	31,531	2.25%	\$ 1,327.59
West Milwaukee (Village of)	1.1	0.28%	4,197	0.30%	\$ 129.40
Whitefish Bay (Village of)	2.13	0.53%	14,105	1.01%	\$ 346.56
Totals	399.18	100.00%	1,401,126	100.00%	\$ 45,000.00

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

MEETING DATE: January 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Accept the Private Water Main Maintenance Agreement with Xtreme Stainless, W194 N11005 Kleinmann Dr.

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

SUMMARY EXPLANATION:

Xtreme Stainless developed this property. Germantown Fire Dept. required them to install a fire hydrant on the property. The Committee's guidance in such cases has been to classify the hydrant as private and overlay it and its lead with a Private Water Main Operation/Inspection/Maintenance Agreement. This agreement follows the same template of previous Village Attorney-reviewed and Committee-accepted agreements of its kind.

Staff recommends acceptance.

ATTACHMENTS:

Agreement .

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.

PRIVATE WATER MAIN
OPERATION/INSPECTION/
MAINTENANCE AGREEMENT

THIS AGREEMENT is between Trouble Free Realty, LLC ("Property Owner"), and the Village of Germantown, (the "Village"). It is based upon the following.

- A. The Property Owner is the owner of certain real property (the "Property") located in the Village of Germantown, which is further described as follows: Lot 1 of Certified Survey Map No. _____ as recorded in the office of the Register of Deeds of Washington County, Wisconsin on _____, 20____ as Document Number _____.
- B. The Property Owner intends to install a private water main on the Property within the easement areas shown in Exhibit "A" in accordance with the construction plans (the "Plan") approved by the Village and the Wisconsin Department of Commerce on file in the Village Engineering office.
- C. The Plan provides for the construction of the private water main including all hydrants and valves associated with private water main (the "Private Water System") within the confines of the Property.
- D. The Village requires that the Private Water main as shown on the Plan be constructed, operated and adequately maintained by the Property Owner.

NOW, THEREFORE, based on the above, the parties agree as follows:

1. The Private Water Main shall comply with all current Department of Commerce requirements as well as the requirements of Village of Germantown Design, Drafting and Construction Standards and Specifications, and shall be constructed by the Property Owner in compliance with Village approved plans and specifications identified in the Plan.
2. The Property Owner shall supply the Village with complete set of construction as-built drawings in ink on standard size mylar, and in AutoCAD format (*.DWG) on computer disk or CD of the Private Water Main within thirty (30) days of completion of the project. The as-built plan will be used by the Village to determine if the Private Water Main was constructed according to the Village approved plans. The Private Water Main will be considered complete by the Village upon the Village's approval of the as-built plan.
3. The Property Owner shall not construct, place or allow or suffer the construction or placement of structures and/or landscaping over the Private Water System that will affect the operation and maintenance of the Private Water System without the specific written approval of the Village except for the bituminous asphalt pavement that had been previously approved.
4. The Property Owner shall adequately maintain the Private Water System. Adequate maintenance shall mean the preservation of the functional integrity and efficiency of a water conveyance facility, including its valves and hydrants. The term includes preventative maintenance, correctional maintenance and replacement of defective components. Maintenance includes but is not limited to; exercising valves and hydrants annually and repairing leaks.
5. The Village will inspect and flush the Private Water System every year. The Village will work with the Property Owner to determine if any additional

Name and Return Address

Village of Germantown
Barbara K.D. Goeckner, Village Clerk
N112W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022

GTNV291 955

Parcel Identification Number(s) - (PIN)

maintenance is necessary after said inspection. The purpose of the inspection is to assure safe and proper functioning of the facilities.

6. The Property Owner will perform or otherwise be responsible for any work necessary to keep the Private Water System in good working order. This obligation includes making all the necessary repairs and/or improvements to correct damages, both natural and manmade, and disrepair. If disrepair, damages or other deficiency shall be discovered by the Village pursuant to its annual inspection under ¶5 or at any time the Village becomes aware of such defect in the Private Water System, a written report shall be promptly furnished to the Property Owner advising of the defect(s) and the Property Owner shall have thirty (30) days from the date of receipt of the report to take appropriate measures to correct any deficiencies or damages. The Property Owner shall promptly advise the Village of the actions taken to respond to, address or correct any deficiencies or complaints.
7. The Property Owner hereby grants to the Village a perpetual easement on, over, and under the easement area described in Exhibit A for the purpose of access to the Private Water System by its authorized employees and contractors, as well as for the purpose of physical inspection and repair work, as provided in §§ 5 through 8 of this Agreement, to enter upon the Property and to inspect the Private Water System on an annual basis as provided in § 5, and at any other time when the Village reasonably deems necessary.
8. If the Property Owner fails to maintain the Private Water System in good working condition reasonably acceptable to the Village and fails to make all the reasonably necessary repairs and/or improvements to correct damages, both natural and manmade, then the Village, upon thirty (30) days written notice to the Property Owner, may but shall not be obligated to enter upon the Property and take whatever steps necessary to correct deficiencies. In addition, if the Village performs work of any nature, or expends funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Village may impose upon the Property Owner a special charge for the cost of said work, pursuant to Section 66.0627, Wisconsin Statutes.
9. Except to the extent of the negligent or willful acts or omissions of the Village, its board members, employees, agents, or officers, the Property Owner agrees to hold harmless the Village, its board members, employees, agents, and officers from any costs, damages, loss claim suit, liability or award which may arise, be brought or incurred or assessed because of the existence of the Private Water System, or any act or omission in the operation of the Private Water System by Property Owner. The Village shall, upon receiving notice of or otherwise being informed of an injury or damage which might lead to a claim, suit or assessment, or such a claim, suit or assessment (unless such claim, suit or assessment arises out of the negligence or misconduct of the Village), shall tender the defense of any such claim, suit or assessment to the Property Owner, who shall fully defend the Village by counsel reasonably satisfactory to it, and who shall be responsible for any and all costs and/or expenses, including but not limited to reasonable attorney's fees, damages, awards, verdicts or settlements resulting or arising from such claims, suits or assessments.
10. This Agreement shall become effective as of the date it is approved by the Village or executed by the Property Owner, whichever is later.
11. By signing below, the person signing on behalf of the Property Owner represents that he has authority to act on behalf of the Property Owner, and has authority to sign this Agreement on the Property Owner's behalf.
12. This Agreement shall be recorded with the Register of Deeds of Washington County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on both parties, their successors or assigns.
13. Whenever in this Agreement the consent or approval of the Village is required, same shall not be unreasonably withheld, conditioned or delayed.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Dated at Germantown, Wisconsin this ____ day of _____, 20____.

VILLAGE OF GERMANTOWN:

Trouble Free Realty, LLC

Dean Wolter, President

By: _____
Name: Rich Rutkowski
Title: Owner

Barbara K.D. Goeckner, Village Clerk

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally appeared before me this ____ day of _____, 20____, the above named Dean Wolter and Barbara K.D. Goeckner, the President and Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the person who executed the foregoing agreement on behalf of the Village and by its authority.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally appeared before me this ____ day of _____, 20____, the above named Rich Rutkowski, the Owner of Trouble Free Realty, LLC, to me known to be the person who executed the foregoing agreement on behalf of the Village and by its authority.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

Approved by the Village Board of the Village of Germantown on the _____ day of _____, 20__.

Approved as to form:

Brian Sajdak, Village Attorney

This document was drafted by:
Randall Bruckner
CJ Engineering, LLC
9205 W. Center Street Suite 214
Milwaukee, WI 53222

Date: December 17, 2015

EXHIBIT "A"

20.00' WATER MAIN EASEMENT

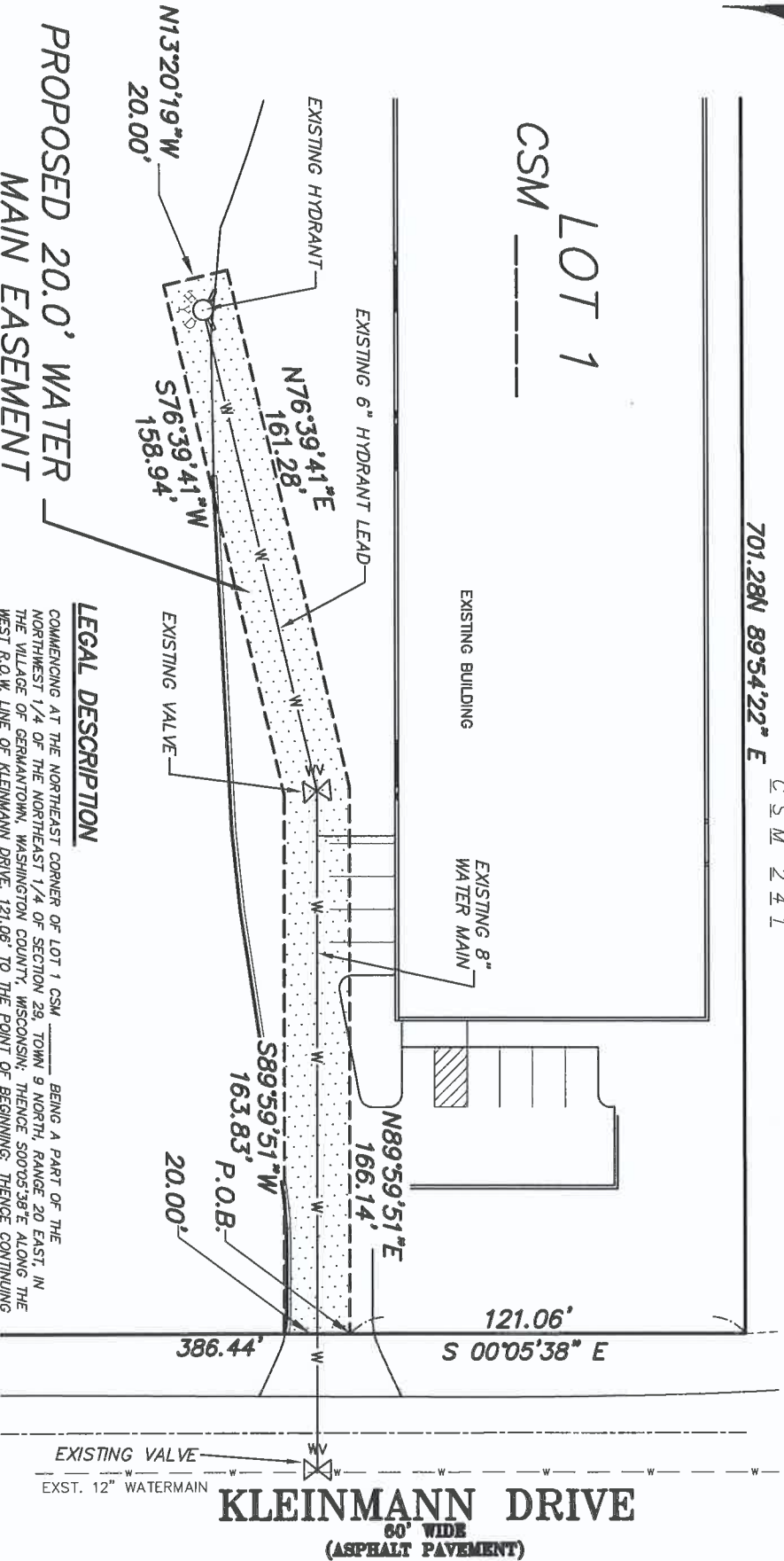
BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY WISCONSIN

1" = 50'

C.S.M. 241

701.28N 89°54'22" E

LOT 1
CSM



PROPOSED 20.0' WATER
MAIN EASEMENT

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 CSM BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN; THENCE S00°05'38"E ALONG THE WEST R.O.W. LINE OF KLEINMANN DRIVE, 121.06' TO THE POINT OF BEGINNING; THENCE CONTINUING S00°05'38"E ALONG SAID WEST R.O.W. 20.00'; THENCE S89°59'51"W 163.83'; THENCE S76°39'41"W 158.94'; THENCE N13°20'19"W 20.00'; THENCE N76°39'41"E 161.28'; THENCE N89°59'51"E 166.14' TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 6,502 SQ.FT. MORE OR LESS.