

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **WEDNESDAY, July 6, 2016 ***5:30 P.M.*****

LOCATION: **Germantown Village Hall Board Room**

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **ROLL CALL:** Chairman Kaminski, Trustees Miller, Warren and Zabel
- III. **APPROVAL OF MINUTES:** May 3, 2016 and June 1, 2016
- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- V. **NEW BUSINESS:**
 - A. Consideration of Invoice – WDNR 2016 Water Use Fees
 - B. Consideration of Invoice – HD Supply
 - C. Consideration of Invoice – D.F. Tomasini
 - D. Consideration of Invoice – Ferguson Waterworks
 - E. Authorization to Contract – EAB Ash Tree Treatments
 - F. Drainage Concern – Beech Drive – Discussion and/or Action
 - G. Consideration of Drainage Complaint – N116 W15925 Main Street
 - H. Developer Agreement – Saxony Village – Review and Possible Action
 - I. Permit to Remove Excess Topsoil – Saxony Village Development
 - J. Developer Agreement – Gatewood Place – Review and Possible Action
 - K. Developer Agreement – Prairie Glen Phase II – Review and Possible Action
- VI. **NEXT MEETING DATE:** Set August, 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

May 11, 2016
Village Hall Board Room

CALL: Chm. Kaminski called the meeting to order at 5:30 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Miller, Warren and Zabel. Also present were Director Ratayczak, Atty. Sajdak, Adm. Schornack, and Secretary Wick.

PREVIOUS MINUTES: MOTION made by Zabel, seconded by Warren to approve the minutes of April 5, 2016.

Motion carried unanimously.

PUBLIC COMMENT: None

MOTION made by Warren, seconded by Zabel to move to Items C & D under "NEW BUSINESS" of the Public Works Agenda.

Motion carried unanimously.

PETITION BY "THE GLEN" AT BLACKSTONE CREEK CONDOMINIUM ASSOCIATION REQUESTING TRASH AND REFUSE COLLECTION BY VILLAGE OF GERMANTOWN – DISCUSSION AND/OR ACTION:

Dir. Ratayczak received a petition for trash collection from the owners of condominium units at the Glen of Blackstone Creek Condominiums. The petition requested that trash and bi-weekly recycling collection be provided by the Village of Germantown. Dir. Ratayczak provided the Committee with verbiage from the Developer's Agreement, a section of the WI Statutes and an email from the WDNR Recycling Program Coordinator. Dir. Ratayczak stated what made the Glen at Blackstone Creek exempt from the Village's contract with Waste Management was Section 5.05 of the Blackstone Creek Development Agreement which stated trash and recycling would be done and contracted privately by the residents.

Village Atty. Sajdak reported the law states as long as the governing body (Village Board) has the responsibility for how tax dollars are spent provided you are not violating some constitutional provisions where you're making distinctions based on suspect classes for example serving one religious following vs. another religious following. General distinctions i.e. Developers Agreement are perfectly ok. Atty. Sajdak cited case law in which the City of Brookfield was sued by a condo association related to a private road situation and the court stated it was an acceptable use of the tax payers' dollars. Even though some tax payers had their roads maintained and taken care of by the municipality, this association had an agreement in place that put road maintenance on the private developer and private homeowners and was perfectly acceptable. The Village itself had previously been sued by another condo association as related to garbage collection and those claims were dismissed as it was perfectly acceptable to make that distinction as well. Chm. Kaminski clarified if there is a Developer's Agreement in place that is what is followed. Atty. Sajdak agreed.

Ryan Schroeder, W179 N11770 Medinah Court, spoke on behalf of the Homeowners Association noting the petition presented was completed by the Condo Association. The Blackstone development was originally set up as all condominiums which had since changed to a mixed use of condos and single family homes. Mr. Schroeder had spoken to the Village President and a

few Trustees noting the single family homeowners were unaware of a Developer's Agreement between the developer and the Village. The Developer Agreement was created prior to the changes from all condominiums to both condos and single family dwellings. Mr. Schroeder asked the Committee to consider the single family homeowners that are in a development in which the Developer Agreement only addressed condominiums which was pre single family homes.

Kimberly Rogowski, W117 N17800 Augusta Court, noted she moved into the development over a year ago and was not made aware of the Developer's Agreement. As a resident paying those tax dollars that a friend down the street pays and includes trash and recycling collection by the Village she felt it was a reasonable request as a homeowner, paying the exact same allocation of tax dollars to the Village, receive the same service.

Atty. Sajdak noted the original Developer's Agreement in place pre-dated his hire as the Village Attorney and guessed as tax dollars are as tight as they are and any time you have new development, typically you look to try and minimize the impacts on those tax dollars.

Adm. Schornack, clarified these types of Developer Agreements are created in which the developer negotiates private road specifications, private utilities, and other services in order to develop in the community. There are other developments in the community which also have the private streets, utilities and refuse services. It did not make any difference if the development was condos, single family or a PUD.

Committee discussion agreed if changes were made for the Blackstone Creek development, it would set precedence as there were many other developments with private streets, utilities and amenities.

Trustee Miller stated he was invited to the Home Owners Association meeting to discuss the Developer Agreement. At that meeting President Wolter noted there was a change in the State Statute and would obtain an opinion from the Village Attorney to see if the Village was required to pick up single family trash and recycling. Atty. Sajdak stated the Developer's Agreement took precedence over State Statute.

Justin Dopierala, W177 N11438 Blackstone Circle, resides in a single family home in Blackstone and was also unaware of the Development Agreement. The developer agreement was probably created when tax dollars were tight, and at the time, the development was to be 100% condominiums only. When single family homes were introduced in the development there was an explosion of success of single family buyers. Home values bring in substantial tax revenue for the Village. The residents understand they are on private roads not built to specifications and not requesting other things that would normally be the responsibility of the Village. It was the single family homeowners tax dollars that are paying for garbage collection so in a way they are double paying as single family homeowners even though they brought in substantial tax revenue to the Village. Also noted was as part of the Developers Agreement all rights of managing common elements are given to the condo owners. The single family owners have no rights on managing and/or rejecting the condo association's desires yet must still pay for it. As the Committee believed there would be bigger issues with other private development agreements, Mr. Dopierala was unaware of any other developments that had a mixed use of condos and single family homes.

Trustee Zabel explained when the home builders came to the Village to modify the Plan Unit Development, the Village Board asked the home builder about the private roads and the garbage/recycling collection in which the builder stated they were going to keep the same documents and same restrictions and worked out their own agreements between the developer and builder. Trustee Zabel was surprised to hear the purchasing homeowners were not made aware of the Development Agreement on file. Trustee Zabel further explained everyone pays at the same tax rate. The difference is the value of the land. If you look at the value of the dwellings and the value of the land, you'll find your value on land is less as there are more dwelling units in the development vs. a normal subdivision. Even though you pay the same rate, the gross dollar amount you are paying is different.

Brad Nakum, W177 N11534 Fairway Court, resides in a single family home and questioned the Village Attorney as to when changes were made in the Blackstone Creek development, was there new terms negotiated? Atty. Sajdak stated generally that would be the case. Typically development agreements run with the land until it gets changed or removed. By State Statute the Village cannot make a distinction between single family and condominiums. As the Village Administrator stated this development was one the developer/builder were trying to get a little more density as part of the allowable zoning and as part of that the give and take was that you had private streets, private garbage collection, etc.

Trustee Zabel, questioned whether the Village could negotiate the current Blackstone Creek Trash/Recycling contract with the rates the Village pays to service single family homes only if the homeowners were paying a significantly higher rate. Atty. Sajdak stated the Village could contact the waste provider to see if they could negotiate a better rate. Chm. Kaminski suggested Dir. Ratayczak speak to the Village's provider and obtain a copy of the Blackstone Creek Condominium provider contract to possibly facilitate better rates. Dir. Ratayczak suggested a letter from the condo association agreeing to the Village trying to negotiate a different contract. As most rates are based on the number of picks in the development, it would be possible the condo's rates would be affected if the single family homes were removed from the current contract.

Atty. Sajdak clarified there was no difference between the condos and single family. There are different forms of ownership and what that entitles the owners to as it related to their bundle of rights and responsibilities. The Statute states as a community the Village cannot put additional requirements on condominiums just because they are condominiums. The Village cannot provide a lower level or different level of service solely because they are condominiums. A private agreement is done for all sorts of developers.

MOTION made by Zabel, seconded by Warren recommending the Village of Germantown adhere to the collection policies as structured in the Blackstone Creek Development Agreement on file.

Chm. Kaminski offered Village staff to look into getting the single family homeowners a better rate for their trash and recycling pickup. The homeowners were asked to supply the Village with a copy of their current solid waste and recycling contract.

Motion carried unanimously.

R.O.W. ORDINANCE – REGULATION OF RIGHTS OF WAY – DISCUSSION AND/OR ACTION:

Atty. Sajdak explained the regulation of rights of way was driven in part by a request to use the right of way in a manner that was not a traditional use as in sewer, water, gas, electric, telephone, etc. As a result the Village felt it was time to adopt a model Ordinance which effectively had existed a number of years but never adopted presumably because no one thought the Village would be burdened by other types of uses. The goal of the Ordinance is to allow the Village to have some ability to regulate and dictate where, when, and how particular uses are put into place. A poll of surrounding communities found a mix of various approaches and some do and some don't have an Ordinance in place. Village staff had recommended approval of a Right of Way Ordinance which would allow the Village the ability to regulate safety aspects of what is being done.

Chm. Kaminski felt the Ordinance could be modified as time went on and didn't want the Ordinance to prohibit someone who wanted to come into the community to improve communications.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the creation of Section 8.065 of the Germantown Municipal Code relating to the regulation of Rights-of-Way.

Motion carried unanimously.

Atty. Sajdak and Adm. Schornack vacated their chairs at 6:15 p.m.

UPDATE ON SHALLOW WELL INVESTIGATION – DISCUSSION AND/OR ACTION:

Greg Bolin, Foth Infrastructure & Environment, gave a brief explanation of potential well sites based off a site map provided in the Public Works Committee backup. Staff had looked at the latest layout of the proposed Willow Creek Business Park and potential shallow well sites within the bounds of the development. Of the four locations which were previously located based on geophysical work and field survey data, it was found one of the northern sites was within a proposed retention area. Of the two locations at the southern portion of the site it was found they were close in proximity to another retention pond. With locating any well site, Mr. Bolin stated Wisconsin Code requirements must be followed; 1.) Any well site be located at least 400 feet from any retention/detention pond; 2.) A minimum parcel or land size for a well site should be (100'x100'). With those constraints in mind, the layout of the northern sites was not eligible as they were too close to the retention pond. Of the southern sites, the one closest to the proposed retention pond was within 400 feet of the potential well site & therefore be eliminated. With the last site to the south, even though it was 400 feet from the retention pond, it would be difficult to create the 100'x100' minimum parcel requirements due to the floodplain boundaries of the development. For this reason Mr. Bolin did not see this fourth location as a viable site either. In closing, the four sites picked as potential shallow well locations would now be eliminated based on the latest layout of the business park.

Committee comments:

- Trustee Zabel - As the map presented did not show the fissures, maybe there was another area in which the 400 foot retention pond rule would apply. Also the site layout presented did not show the gas easement which he believed would be close to the

southern shallow well sites. Mr. Bolin stated the Code did not stipulate a minimum distance for the gas main.

- Dir. Ratayczak - also to be considered is the placement of buildings for development on the sites. The Village would not want to put something in that would limit the availability of the parcel.
- Trustee Warren - questioned the priority, the location of the well or the orientation of the sites and retention ponds? Dir. Ratayczak stated former Engr. Bischke had designed and configured the TIF parcel to best fit the needs of the contours of the land, wetlands and shoreland boundaries.
- Mr. Bolin - There were other potential well locations that had been presented at the April, 2016 meeting. Even though the sites were promising, there was concern of the impact on private wells.
- Mr. Bolin - Evaluation and judging of your well capacity: One assumption of the evaluation presented at the April meeting was looking at your aggregate supply produced by wells, take your largest well out of service, take your remaining capacity over a 24 hour period nonstop and that's the number you look at compared to what you need. Mr. Bolin stated since that time, the 24 hour evaluation was the least conservative, least safe way of doing the evaluation. Since that time, Mr. Bolin went back and evaluated the remaining capacity over a 20 hour period which was a little more conservative and safe. Looking at the results of the conservative approach, depending if the Village wants to include the high volume user or not, the Village is deficient by at least 250,000 gallons per day and 850,000 gallons per day if you consider the high volume user.
- Trustee Zabel - stated when you look at the 2013 Ruekert and Mielke report it stated the Village should start looking for a well when volumes reached 5 million gallons per day. It is the one day per year that you have high water volume. The current report notes the Village should be looking for a well when volumes reach 4 million gallons per day. Trustee Zabel agreed the Village needed to plan and look for a site but the urgency and timeframe was questionable. Once a site is determined, this information should be inserted into the Land Use Plan so potential landowners will be aware prior to development.
- Chm. Kaminski - supported the Village needing to look for a deep well site now for future use.
- Mr. Bolin - keep in mind if the Village was proceeding with a deeper well/aquifer he knew there would be a site.
- Dir. Ratayczak - the next step would be to continue with research by identifying one or two deep well sites. Budgeted funds were available to continue with research.
- Mr. Bolin - recommended taking the necessary steps to look at some sites for a well. Because the Village is going to a deeper aquifer, the primary criteria would be accessibility to sewer and water lines and roads. Mr. Bolin suggested the Village look at test land in between the test boring location heading south toward County Line Road. A Well Site Investigation Report is required by DNR Code before the DNR will sign off and approve the site.
- Further discussed was well capacity and what was needed.
- Mr. Bolin's Shallow Well Investigation was now complete. Further research on deep well sites would require an amendment to the current contract or Foth Infrastructure could submit a new proposal.

MOTION made by Kaminski, seconded by Warren directing staff to go ahead and look for potential deep well sites and come back to the Committee with a fee to do so.

Motion carried 3-0

Abstention – 1 (Zabel)

GROW AGREEMENT FOR TREES – DISCUSSION AND/OR ACTION: Supt. Olszewski explained as part of the Village's EAB initiative, staff had recommended entering into a Grow Agreement with Johnson's Nursery. At previous Public Works meetings the Committee requested additional information. Over the next two years the Village will be removing approximately 150 additional ash trees from parks, r.o.w., and building green spaces. Upon Committee approval, the Village would enter into a Grow Agreement for years 2017-2018 in which trees would be available in years 2021-2022. The next two years of planting will take place along the Pilgrim Road corridor. Advantages of the Grow Agreement included locking in a price for trees at the 2017/2018 rates and insuring stock availability at the time of replanting. Trees would only be warrantied if Johnson's Nursery would plant the trees. Using this year's tree contract, tree costs equated to approximately \$180.00 per tree and \$215.00 for labor. With the labor cost it also included the warranty and two waterings. Supt. Olszewski looked to the Committee to see if they were interested in the Grow Agreement and if so he would include funding in the 2017 budget. Committee discussion included;

- Johnson's Nursery is a stable business and the only nursery that provided this type of program because of their size; there was language in the agreement securing the Village's investment.
- The cost is approximately \$185 per tree, you pay \$35.00 now and the balance is due when you take delivery four years from now. Labor is additional.
- Every two years the treatment of the trees has been \$5.00 per inch. One half of the trees affected are treated and one half of the affected trees are removed. Wachtel Tree Service provides their services to determine which trees should be treated or removed. So far treatment has been successful.

CONSIDERATION OF A UTILITY CREDIT – W179 N11725 AUGUSTA COURT: An email request was made by Ms. Tatum Wiley who had found a large discrepancy in her 1st quarter 2016 utility billing. It was determined the high usage was due to an unknown broken outside faucet. Based on Dir. Ratayczak's calculations, it was found that an additional 46,670 gallons above Ms. Wiley's average was used. The Committee supported reducing the overage of the sewer portion of Ms. Wiley's utility bill to an operations and maintenance charge which equated to one half of the normal charges of \$6.91 per thousand gallons for the over average sewer use.

MOTION made by Zabel, seconded by Miller authorizing staff to credit the sanitary sewer portion of \$322.63 toward the first quarter 2016 sewer and water bill for the property at W179 N11725 Augusta Court.

Motion carried unanimously.

Tatum Wiley, W179 N11725 Augusta Court, had already paid her quarterly bill and asked if she could receive her credit in the form of a check. The Committee approved.

CONSIDERATION OF A UTILITY CREDIT – W147 N9921 RIMROCK ROAD: A phone request was made by resident Diana Beilfuss who had found a large discrepancy in her water utility billing and believed the water meter was faulty. Dir. Ratayczak explained the analysis completed by Village Utility Clerk Bauer and a credit of \$200.48 had been credited to the property owner. Discussion followed.

MOTION made by Zabel, seconded by Miller consenting to staffs analysis to credit the sanitary sewer portion of \$200.48 toward the fourth quarter 2016 utility bill for the property at W147 N9921 Rimrock Road. No additional credits will be allowed.

Motion carried unanimously.

BLANKET PURCHASE ORDER AUTHORIZATION – ADAPTOR INC.:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the allocation of an amount not to exceed \$15,100 in the form of a blanket purchase order to Adaptor, Inc. for the continued purchase of chimney seals to be utilized for the 2016 road projects and other areas on a time and need basis. Funds to be allocated from Acct. #60-830-530-8313.

Motion carried unanimously.

BLANKET PURCHASE ORDER AUTHORIZATION – HD SUPPLY:

MOTION made by Zabel seconded by Warren to forward to the Village Board with a positive recommendation to approve the allocation of an amount not to exceed \$9,800 in the form of a blanket purchase order to HD Supply Waterworks for the purchase of Ladtech HDPE manhole adjusting rings for the 2016 road projects and other areas on a time and need basis. Funds to be allocated from Acct. #60-830-530-8313.

Motion carried unanimously.

BLANKET PURCHASE ORDER AUTHORIZATION – FERGUSON WATERWORKS:

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation to approve the allocation of an amount not to exceed \$32,800 in the form of a blanket purchase order to Ferguson Waterworks for the purchase of miscellaneous manhole repair materials for the 2016 road projects and other areas on a time and need basis. Funds to be allocated from Acct. #60-830-530-8313.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – STOP GATE VALVES: Supt. Zimmerman reported the original stop gates in the Main Street and Old Farm Lift Stations were delaminated and no longer serviceable. Requests for proposals for their replacements were sent to four local suppliers. Staff received two proposals ranging from \$4,227 to \$4,352.

MOTION made by Zabel, seconded by Warren authorizing the purchase of Stop Gate Valves for the Main Street and Old Farm Lift Stations from William Reid, LTD at a cost not to exceed \$4,227.00. Funds to be allocated from Acct. #60-830-530-8323.

Motion carried unanimously.

POLICE DEPARTMENT ANNEX RENOVATION – COMPLETION REPORT: Supt. Olszewski reported Village crews and area contractors have completed the Police Annex remodeling project on time and under budget. Additionally, Supt. Olszewski credited the workmanship of his employees.

MOTION made by Miller, seconded by Warren to accept the completed Police Department Annex renovation work.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT – WDOT SALT BID 2016/2017: Supt. Olszewski reported he had entered into WisDOT Bid Process for 2016-2017. Staff had committed to the purchase of 2,700 ton of salt for the upcoming season. The cost per ton was not available at the time the Village was required to submit their quantities which was prior to the regularly scheduled Public Works Committee meeting. Trustee Zabel suggested lane miles and temperature range in which salt is applied be added to Supt. Olszewski's Salt Purchasing Summary.

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the Village's commitment to approximately 2,700 ton of road salt for the 2016-2017 season as part of the WisDot Salt Bid process.

Motion carried unanimously.

AWARD OF CONTRACT – SEAL COAT PROJECTS: Supt. Olszewski had reported one bid received for the Village's 2016 Seal Coat projects. He further explained as quantities vary, staff estimated the quantity for bidding purposes by using the dimensions provided by the PASER manual. If the Committee chose to approve the types of application, Supt. Olszewski recommended approving the unit amount and not the lump sum. Once the projects were complete, the contractor will measure roads to obtain final quantities for billing purposes.

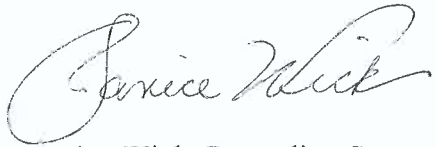
MOTION made by Warren, seconded by Miller to forward to the Village Board with a positive recommendation to award the 2016 Sealcoat Projects contract to Fahrner Asphalt Sealers for a cost not to exceed \$255,000 based on unit costs.

Motion carried unanimously.

ANNOUNCEMENTS: Dean Wolter, W169 N10224 Larkspur Lane announced next Thursday, June 9th is the Washington County Law Enforcement Memorial Service held at the Washington County Fair Grounds. Mr. Wolter highly recommended all attend to show support of our law enforcement. The service included all communities in Washington County. The Village of Germantown had the privilege of being the host community in 2015.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held Wednesday June 1, 2016 at 5:30 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:16 p.m.

A handwritten signature in cursive script, reading "Janice Wick". The signature is written in dark ink and is positioned above the printed name of the Recording Secretary.

Janice Wick, Recording Secretary

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

June 1, 2016
Village Hall Board Room

CALL: Chm. Kaminski called the meeting to order at 5:30 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Miller, Warren and Zabel. Also present were Director Ratayczak, and Secretary Wick.

PREVIOUS MINUTES: None

PUBLIC COMMENT: None

RESOLUTION TO ADOPT THE 2015 COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR): Supt. Zimmerman presented for review the 2015 Compliance Maintenance Annual Report (CMAR). The report is part of the renewal of the WPDES (Wisconsin Pollutant Discharge Elimination System) General Permit.

MOTION made by Warren, seconded by Zabel to forward to the Village Board with a positive recommendation to approve the 2015 Compliance Maintenance Annual Report (CMAR) and adopt its results by Resolution.

Motion carried unanimously.

ACCEPTANCE OF IMPROVEMENTS – VISU SEWER 48” INTERCEPTOR LINING:

Supt. Zimmerman reported Visu Sewer completed 99 feet of 48” liner and the installation of a new 72’ manhole structure on Donges Bay Road. All deliverables had been received and post video had been reviewed and accepted by staff.

MOTION made by Zabel, seconded by Warren to accept the 48” Interceptor Lining improvements and begin the one year warranty.

Motion carried unanimously.

AUTHORIZATION TO SPEND FUNDS – WEIDENBACH PARK LIGHTING UPGRADE:

Supt. Olszewski explained the 2016 Parks Capital Budget included \$16,000 to upgrade the lighting at Weidenbach Park. The project included the replacement of 5 poles, fixtures and electrical cable. Staff will perform all work for the project.

MOTION made by Zabel, seconded by Miller to forward to the Village Board with a positive recommendation authorizing staff to purchase the needed materials for the upgrade to the Weidenbach Park lighting. Funds allocated from Acct. #10-553-570-8100. Upon completion, staff shall provide the Public Works Committee with an itemized breakdown of costs for the upgrade.

Motion carried unanimously.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held Wednesday July 6, 2016 at 5:30 p.m.

ANNOUNCEMENTS: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:37 p.m.

Janice Wick, Recording Secretary

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

MEETING DATE: July 6, 2016

AGENDA ITEM: New Business **A**

ITEM TITLE: Consideration to pay Invoice for 2016 Water Use Fee

SUBMITTED BY: Jim Driver, Water Utility Superintendent

SUMMARY EXPLANATION:

This is an annual fee charged by the D.N.R. for water withdrawn from the aquifer, and is based on the number of gallons. The fee is \$3,716.00

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER __X__

RECOMMENDATION:

Staff recommends paying the invoice.

Funds would be allocated from the 2016 operating budget (50-711-530-6030)

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.



State of Wisconsin
Department of Natural Resources

Invoice for 2016 Water Use Fees

GERMANTOWN, VILLAGE OF - UTILITY
JIM DRIVER
N122 W17177 FOND DU LAC AVE
PO BOX 337
GERMANTOWN WI 53022-0337

Invoice No:	WU63725
Amount Due:	\$3,716.00
Invoice Date:	May 25, 2016
Due Date:	June 30, 2016
Owner No:	3581

- The bottom portion of this invoice **must** be returned with your payment to ensure proper crediting.
- Do not submit any communication with your payment. Payments are processed off-site and your communication will not be forwarded to our office.
- For questions, contact: Water Use Staff at (608)266-2299 or dnrwateruserregistration@wisconsin.gov

Property No / Name	Fee Description	Fee
225 -	Base Fee	\$125.00
225 -	Great Lakes Fee	\$3,591.00
	Total:	\$3,716.00

Detach and enclose the bottom portion with your payment to Wisconsin DNR

GERMANTOWN, VILLAGE OF - UTILITY
JIM DRIVER
N122 W17177 FOND DU LAC AVE
PO BOX 337
GERMANTOWN WI 53022-0337

Remit to:
WI DNR
PO BOX 78816
MILWAUKEE WI 53278-0816

Invoice No: **WU63725**
PS Customer ID: MUNI002045
Amount Due: **\$3,716.00**

Invoice Date: May 25, 2016
Due Date: **June 30, 2016**

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

MEETING DATE: July 6, 2016

AGENDA ITEM: New Business **B**

ITEM TITLE: Consideration of Invoice – HD Supply

SUBMITTED BY: Jim Driver, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to pay the invoice from HD Supply for the purchase of various materials to be used for unforeseen watermain repairs and the 2016 Road Reconstruction projects.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

Staff recommends paying the invoice from HD Supply for various materials to be utilized for water distribution repairs.

Staff recommends allocating \$5,041.00 from the 2016 operating budget Acct. #50-742-530-6730.

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.

HD SUPPLY[®]

WATERWORKS

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # F590393
Invoice Date 6/15/16
Account # 098109
Sales Rep TIM WEST
Phone # 262-786-5186
Branch # 227 New Berlin, WI
Total Amount Due \$5,041.04

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST LOUIS, MO 63146

580 1 MB 0.419 E0080X I0114 D1769210086 S2 P3328902 0001:0001



GERMANTOWN WATER DEPT
N122W17177 FOND DU LAC AVE
GERMANTOWN WI 53022-1913

Shipped to:

CUSTOMER PICK-UP -

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
5/26/16	6/14/16	VERBAL JIM				PICK UP	F590393

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
72261132025	261-132025-000 12X25 CLAMP 13.10-13.50 OD	1	1		301.00000	EA	301.00
72263171530	263-171530-000 16X30 CLAMP SS FULL CIRCLE 17.15-18.35 OD	1	1		909.00000	EA	909.00
/54014438725	FS3-1830-36-N 16X36 CLAMP	1	1		1039.00000	EA	1,039.00
7486056031516	860-56-0315-16 12" HYMAX CPLG 12.40-13.03 LR; 12.99-13.66 HR OD	2	2		357.00000	EA	714.00
51122512MLA	12 AFC 2512MM MJ RW GV OL L/A DI BODY	1	1		1829.50000	EA	1,829.50
21AMF8122012PV	12 EBAA MEGALUG C900IPS 2012PV F/C900 PIPE ,RED	2	2		95.30000	EA	190.60
21AMG112	12 MJ REGULAR GASKET F/DI	2	2		4.97000	EA	9.94
21AMB10740CTB	3/4X4 T-HEAD B&N COR BLUE	16	16		3.00000	EA	48.00



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- Save trees.
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menu option and find out about a host
of other online advantages!

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WATERWORKS

Local Knowledge
Local Experience
Local Service, Nationwide[®]



Freight	Delivery	Handling	Restock	Subtotal:	5,041.04
			ACCT. #	Other:	0.00
			DISC. \$	Tax:	0.00
Terms: NET 30	Ordered By: JIM DRIVER			Invoice Total:	\$5,041.04

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

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

MEETING DATE: July 6, 2016

AGENDA ITEM: New Business **C**

ITEM TITLE: Consideration to pay invoice – Services to repair water main break at Division Rd & Dotty Way

SUBMITTED BY: Jim Driver, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to pay the invoice from D F Tomasini Inc. for the repair of the 16 inch main line at Division Rd & Dotty Way on 5/24/2016. This work was authorized under emergency situation because of a leak. The invoice is for labor and materials

D F Tomasini Inc.	Sussex, WI	\$4195.00
--------------------------	-------------------	------------------

ORDINANCE _____ RESOLUTION _____ OTHER X ATTACHMENT:

RECOMMENDATION:

Staff recommends paying the invoice from D F Tomasini for emergency water distribution repair.

Staff recommends allocating \$4195.00 from the 2016 operating budget (50-742-530-6730)

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.



N70 W25176 INDIAN GRASS LANE, SUSSEX, WI 53089
FAX 262/820-8400
dft@dftomasini.com

June 15, 2016

Village of Germantown
N122 W17177 Fond du lac Ave.
Germantown, WI 53022

Attn: Jim Driver

Re: Water Main Break
Division Rd. & Dotty Way
DFT #1977-31

The following is our billing to repair a water main, per your direction, at the above referenced location.

LABOR & EQUIPMENT:

18.0 Hrs	Labor (5/25/16)	\$82.00	\$1,476.00
18.0 Hrs	Premium Time	28.00	504.00
6 Hrs	Backhoe	85.00	510.00
6 Hrs	Dump Truck	60.00	360.00
6 Hrs	OSHA Repair Sheild	25.00	150.00
6 Hrs	2" Pump and Generator	15.00	90.00
6 Hrs	Pickup Truck W/Misc. Tools	30.00	180.00
2 EA	Equipment Moves	350.00	700.00
	Total Labor & Equipment		\$3,970.00

MATERIALS

1 LS	Fuel	\$187.50	\$187.50
	Subtotal		\$187.50
	Markup on Materials		37.50
	Total Materials		\$225.00

TOTAL AMOUNT DUE

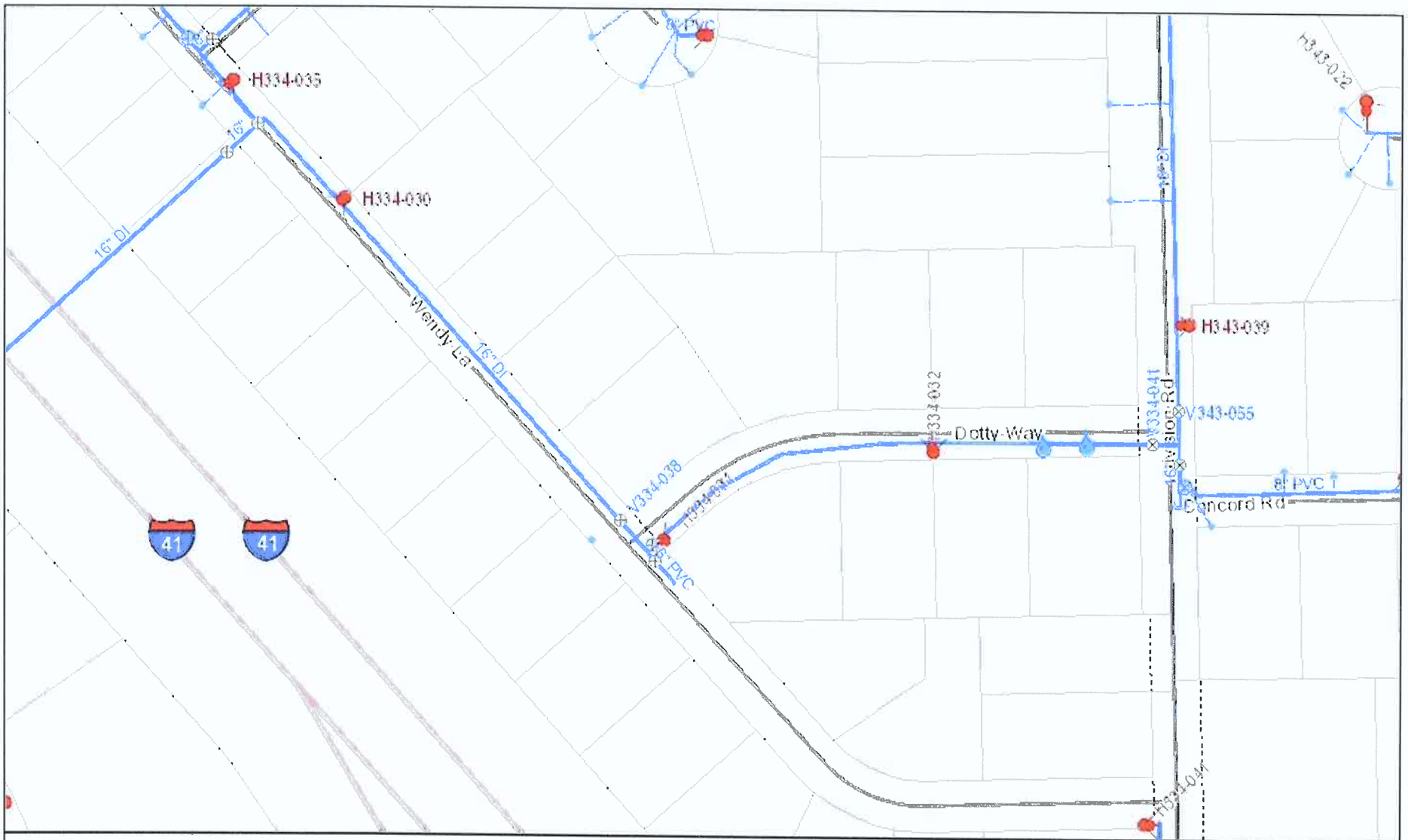
\$4,195.00

Please let me know if you have any questions regarding the information provided

Sincerely,
D.F. TOMASINI CONTRACTORS, INC.


Kirk Dexheimer
President

KD/bw



Village of Germantown

TextBox1

DISCLAIMER:

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Village of



Germantown

Village Of Germantown

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



SCALE: 1 = 164'

Print Date: 6/20/2016

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

MEETING DATE: July 6, 2016

AGENDA ITEM: New Business **D**

ITEM TITLE: Consideration of Invoice – Ferguson Waterworks

SUBMITTED BY: Jim Driver, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to pay the invoice from Ferguson Waterworks for the purchase of various materials to be used for unforeseen watermain repairs and the 2016 Road Reconstruction projects.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

RECOMMENDATION:

Staff recommends paying the invoice from Ferguson Waterworks for various materials to be utilized for water distribution repairs.

Staff recommends allocating \$4,584.00 from the 2016 operating budget Acct. #50-742-530-6730.

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.



5350 NORTH RICHMOND STREET
APPLETON, WI 54913-0000

INVOICE NUMBER	CUSTOMER	PAGE
0198138	2164	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1476
PO BOX 802817
CHICAGO, IL 60680-2817

Please contact with Questions: 920-731-3252

2358 1 AB 0.399 E0017X I0030 D1772020595 S2 P3331625 0001:0001

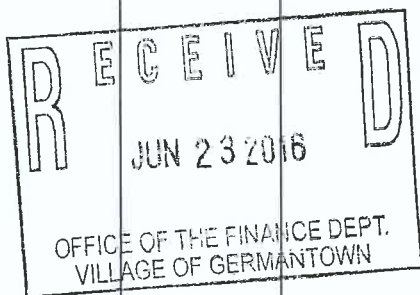


VILLAGE OF GERMANTOWN
N122 W17177 FOND DU LAC
PO BOX 337
GERMANTOWN WI 53022-0337

SHIP TO:

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1479	1479	WIE	VERBAL JIM	MJH	SHOP STOCK	06/15/16	IO 10521
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
24	24	DVBSTS26	26 SC VLV BX TOP SECT DOM	88.000	EA	2112.00	
12	12	DVBLIDW	TYLER VLV BX LID WTR DOM	15.000	EA	180.00	
6	6	T6860B6	6 BX BSE 6860 DOM	74.000	EA	444.00	
12	12	T686036B	36 VLV BX BTM 6860 L/ BSE DOM	79.000	EA	948.00	
12	12	ADA70001	VLV BX ADPT FITS #6 BSE	75.000	EA	900.00	
INVOICE SUB-TOTAL						4584.00	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.
PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN
NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



VENDOR #	06252
ACCT. #	
DISC. \$	
APPROVAL	



Thank you for your business



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$4,584.00
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseley.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

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

MEETING DATE: Wednesday July 6th, 2016
AGENDA ITEM: New Business E
ITEM TITLE: Authorization to Contract – EAB Ash Tree Treatments
SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quote for the trunk injection treatments of select ash trees throughout the Village. The selected trees are located at the DPW campus, along Mequon and Pilgrim Road. The trees were selected by Village staff and Wactel Tree Science. We are looking at treating approximately 93 trees and a total diameter at breast height (DBH) of 979 inches. Staff emailed request for proposals to 7 areas contractors and only 1 responded. M&M Tree Care performed the work in 2015. High demand for this type of work, full work schedules, and size of our project may have contributed to the lack of response. John Gall of Wactel Tree Science, the Village's consultant strongly recommends moving forward due to the fact that EAB is already established in Germantown. He also states that \$5.90/in is a fair price across the market. Please see his attached email response.

M&M Tree Care	\$5,776.10
Crawford Tree and Landscape	DNR
First Choice Tree Care	DNR
American Tree Experts	DNR
Arbor Pro	DNR
Buckley Tree Service	DNR
Hoppe Tree Service	DNR

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends contracting with the M&M Tree Service for a unit rate of \$5.90 per inch at an approximate total cost of \$5,776.10. Funds shall be allocated from parks account 10-553-530-5290.

COMMITTEE ACTION:

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

Jay Olszewski

From: John Gall - Wachtel Tree Science <JGall@wachteltree.com>
Sent: Thursday, June 30, 2016 8:33 AM
To: Jay Olszewski
Cc: Mark Schroeder; Scott Anderson
Subject: RE: Bid Results - EAB Treatment

Jay,

I definitely feel that \$5.90/inch is a fair price. Also M&M Tree Care has been an excellent company to work with regarding EAB treatments. The demand for treatments is expanding rapidly and most of the quality tree care companies are in high demand and being pressed to keep up with the requests that keep coming in. I don't want us to delay the process and rebid. I don't feel that you would see any significant savings with a rebid. We are only treating just under 1,000 inches or about a \$5,800 expenditure. Additionally, with the level of EAB already established in the Village, I feel that it is imperative that we get the treatments completed by our August 12th deadline.

Thanks, John

John T. Gall
Special Projects Coordinator
Certified Municipal Specialist
Certified Arborist #WI-0249AM

Wachtel Tree Science
Office: 262-538-1900
Fax: 262-538-1412
jgall@wachteltree.com

"Keeping Trees Healthy and Beautiful Since 1935"

From: Jay Olszewski [mailto:jolszewski@village.germantown.wi.us]
Sent: Thursday, June 30, 2016 8:05 AM
To: John Gall - Wachtel Tree Science
Cc: Mark Schroeder; Scott Anderson
Subject: RE: Bid Results - EAB Treatment

John,

We only received 1 proposal back. It was from M&M tree care, and it was for \$5.90/in. We had a very short turn around for the contractors. I'm not sure what our Board will do with only having 1 submittal. IF we resubmit and bring this forward in August is that still OK for the injections to be effective. We wouldn't be able to start until end of August? I know we paid \$5.50 last year. Is \$5.90 a fair price from what you have been seeing?? I have to prepare my back up for the July meeting today, so if you could respond ASAP I would really appreciate it.

Thanks,

Jay Olszewski
Village of Germantown

PROPOSAL FORM – 2016 EAB Ash Treatments

Number of Diameter Inches: 979± inches

Trunk Flare Injection Proposal Price:

Price Per Inch:
(Low Rate)

Five Dollars , Ninty cents
(words)

\$ 5.90
(figures)

Total Proposal Price:

Five thousand, Seven hundred, Sixty-one and
(words) Ten Cents

\$ 5776.10
(figures)

Note: (Total proposal price = Diameter inches x Price per inch)

Contractor:

M+M Tree Care

Address:

8844 W. Calumet Rd
Milwaukee, WI 53224

Phone:

414-355-3420

Fax:

414-355-1346

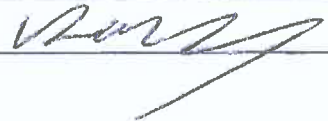
Email:

bob@mmtreecare.com

Printed Name:

Robert Miller

Signature:



Date Submitted:

6/28/16

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

MEETING DATE: Wednesday July 6, 2016

AGENDA ITEM: New Business **F**

ITEM TITLE: Drainage Concern- Beech Drive-Discussion and/or Action

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

A number of years ago the Village installed stormwater infrastructure within the right of way along Beech Drive (N10062, N10103, N10113). A 12" perforated pipe was installed under the ditch fronting the above mentioned addresses. Over time tree roots have entered the pipe causing a number of obstructions and completely blocking the flow in certain areas. To compound the problem many of the properties in the area have artesian springs that either drain to or are connected to the existing pipe. The highway department has tried to "patch" and replace sections of pipe as temporary solutions. This is no longer an option. To solve the problem correctly new pipe needs to be installed. A budgetary figure for a suitable project can range between \$20,000-\$35,000.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends placing this in 2017 Highway Budget as a potential stormwater project. This would NOT guarantee the project would take place in 2017; however, it would insure that it would be part of the 2017 budget discussions.

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.



Beech Drive Drainage Concern
July 2016

DISCLAIMER:

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



SCALE: 1 = 143'

Print Date: 6/28/2016

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

MEETING DATE: Wednesday July 6, 2016

AGENDA ITEM: New Business **G**

ITEM TITLE: Drainage Concern- N116 W15925 Main St.- Lietzau

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Recently Mr. Lietzau stopped in at Village Hall to voice his concern regarding the failing infrastructure located on his property. An 18" concrete storm pipe runs through his property located at W15925 Main st. This pipe appears to be part of the original storm water infrastructure installed when Main street was "developed". The pipe is part of a contiguous system that conveys water from Pilgrim Road at Roberts Drive southwest to a water way that leads to the Lake Park Ponds (please see attached aerial and system map). This infrastructure is way past its useful service life. In many areas the pipe has surfaced above ground and exposed joints have separated. Numerous "sink holes" exist over the pipe as well (please see attached photos). Mr. Lietzau is currently trying to sell his home and is concerned that drainage materials evident in his back yard may hamper his ability to sell his home.

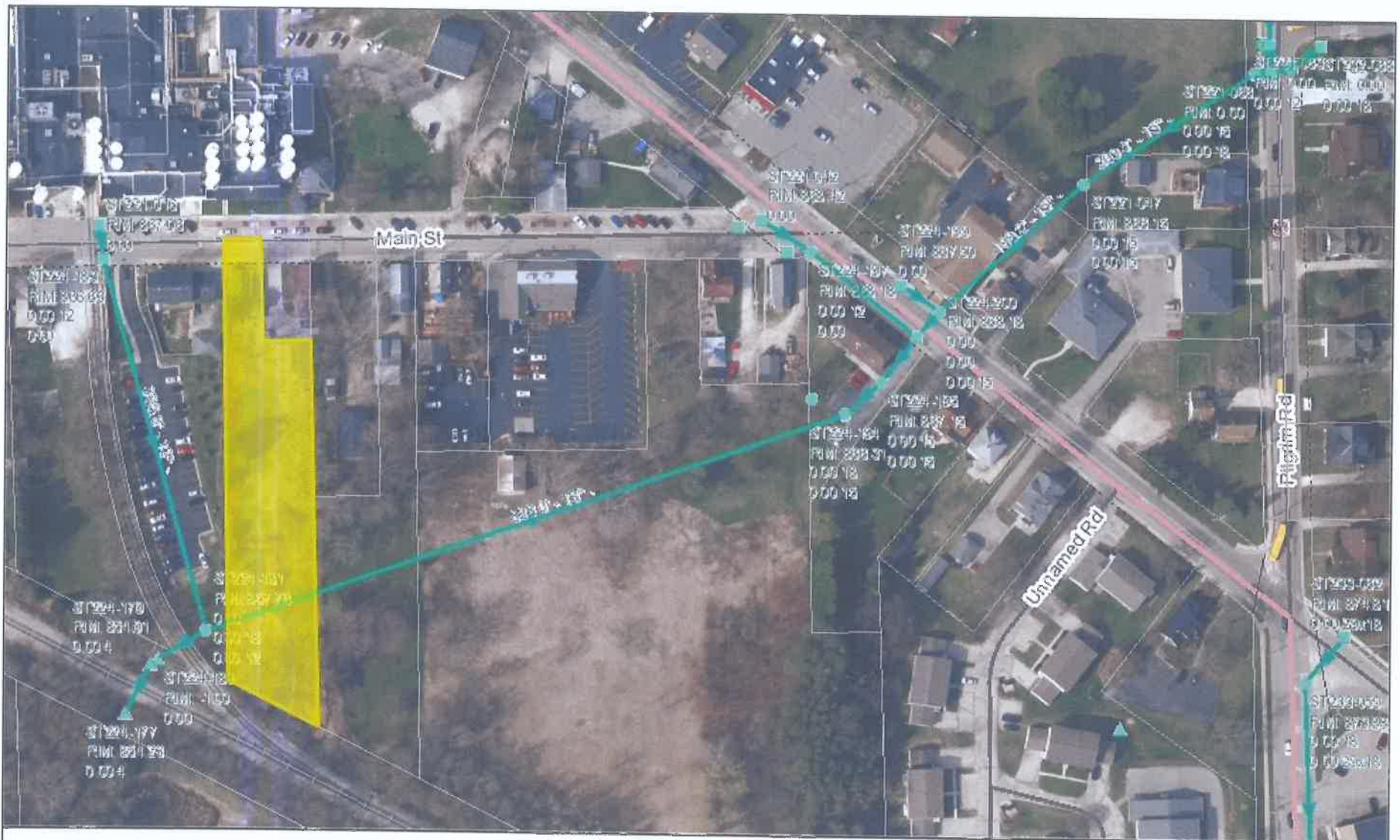
ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Village staff has reviewed this situation and recommends a stormwater drainage analysis be conducted. Once completed a project could be designed to address the aged and failing infrastructure. Staff could not find any evidence of easements over the existing infrastructure. Any short term or "immediate" solution would need access permission granted by property owner(s) and preferably be directed by Committee or Village Board.

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.



Drainage Concern N116 W15925 Main Lietzau July PW

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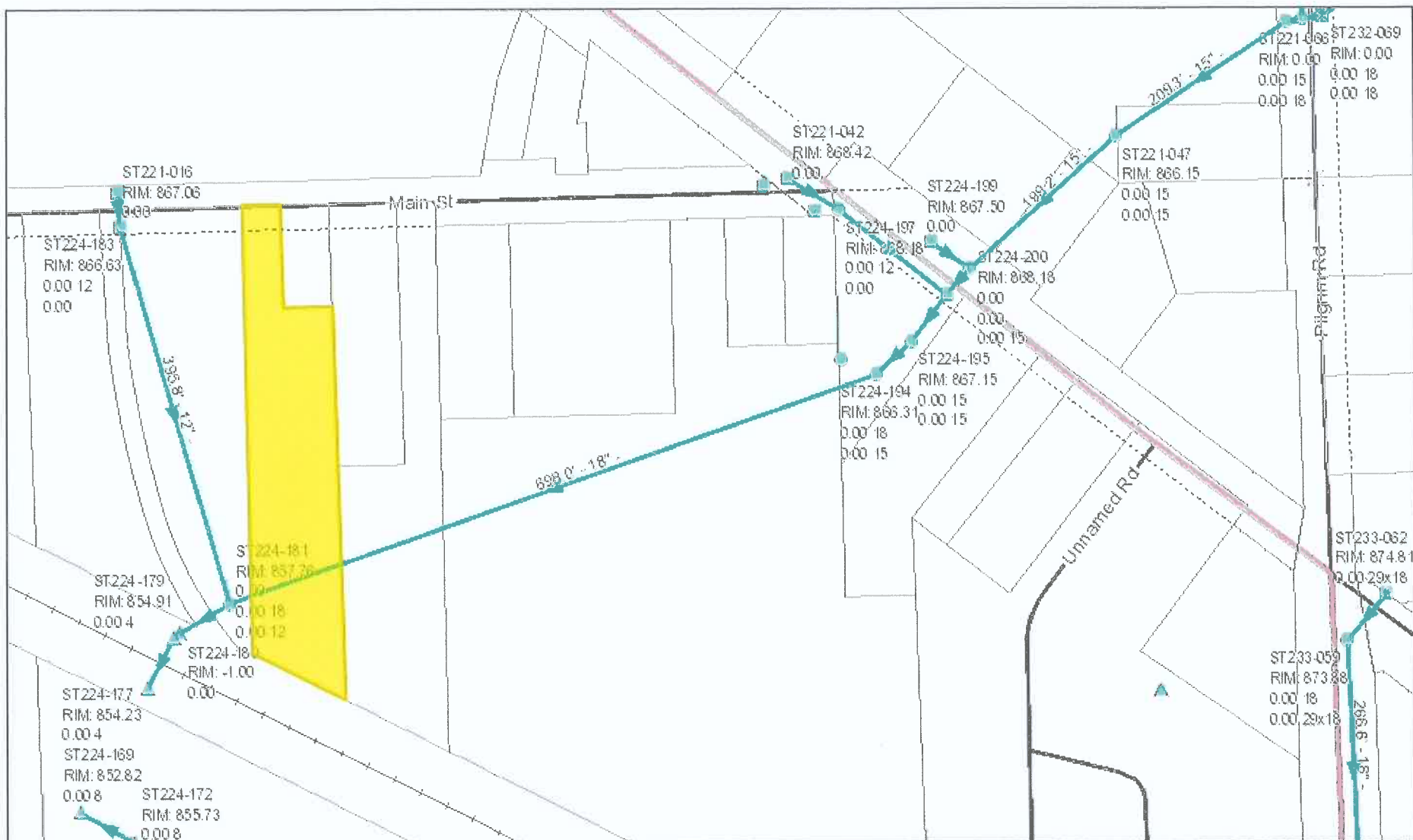


Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 143'

Print Date: 6/28/2016



Drainage Concern N116 W15925 Main Lietzau July PW

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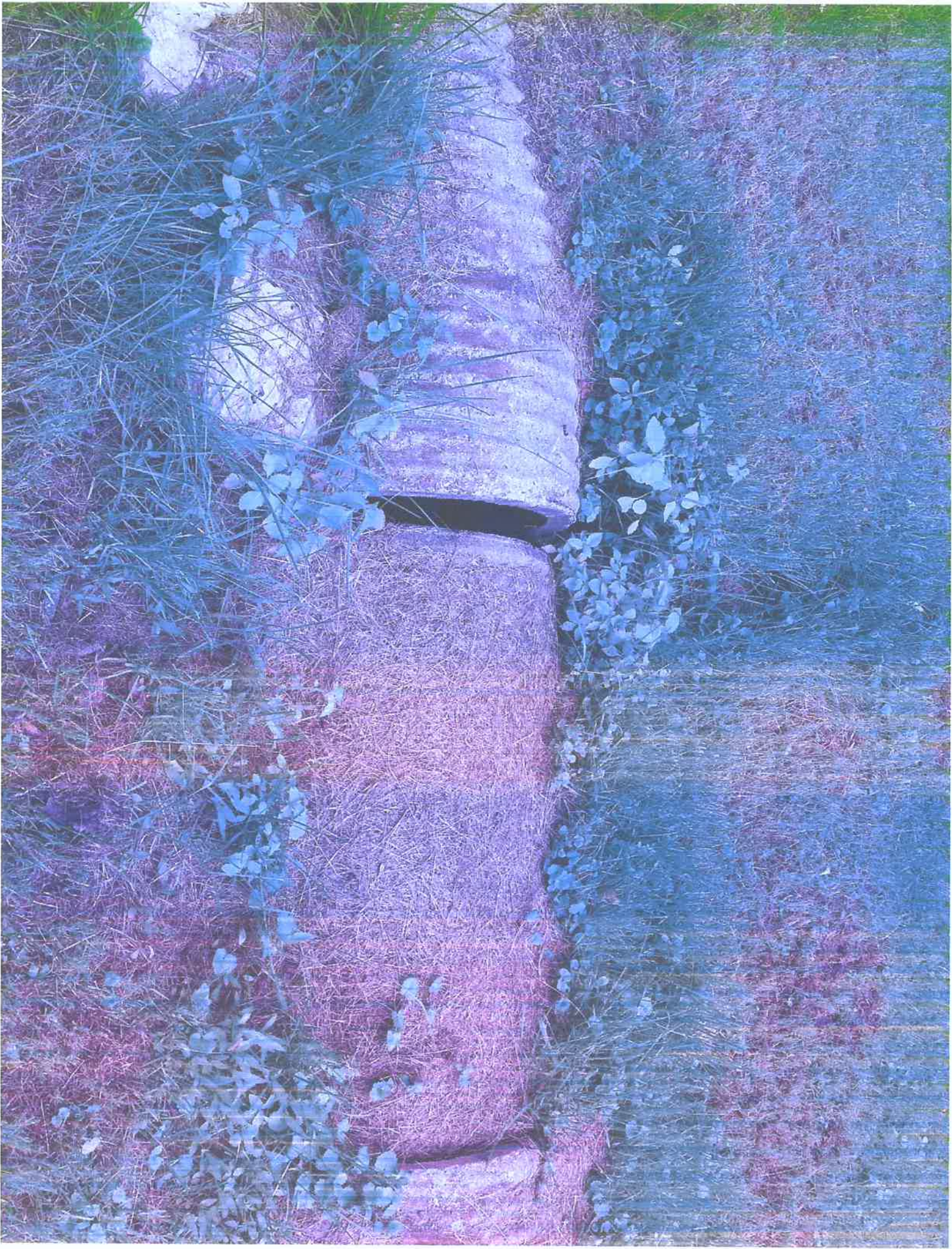
Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 143'

Print Date: 6/28/2016





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

MEETING DATE: July 6, 2016

AGENDA ITEM: New Business **H**

ITEM TITLE: Development Agreement – Saxony Village

SUBMITTED BY: Lawrence W Ratayczak, P.E., Public Works Director

SUMMARY EXPLANATION:

Saxony Village is a 172 Unit Multi-Family Residential Facility consisting of 1-38 unit building, 2-35 unit buildings, 2-26 unit buildings, a club house, maintenance building and a 12-unit building with additional detached garages. The proposed development is located on approximately 23.2 acres of vacant land on the south side of Main Street and from Hilbert Lane to near Castle Drive. The public improvements included in this project include: water main (Hilbert Lane to Castle Drive), fire hydrants, 18” sanitary sewer (Main Street south to existing 30” sanitary sewer). The main roadway will connect to Hilbert Lane and Main Street

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

Development Agreement for Saxony Village. (will be emailed Tuesday with hard copies available at meeting)

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee forward with a positive recommendation to the Village Board to approve the Developer Agreement for Saxony Village.

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: July 6, 2016

AGENDA ITEM: New Business I

ITEM TITLE: Permit to Remove Excess Topsoil / Saxony Village Development

SUBMITTED BY: Lawrence W Ratayczak, P.E., Director of Public Works

SUMMARY EXPLANATION:

Pursuant to Village of Germantown Municipal Code Section 17.441 (Protection of Topsoil Resource) the JBJ Companies, Developer of Saxony Village, has submitted a Special Exception Permit requesting to remove 5,556 cubic yards of excess topsoil from the project site. Earthwork Quantity Calculations by their engineer are attached. Total calculated topsoil volume is 24,200 cy and the request is to remove 5,556 cy.

ATTACHMENT: ORDINANCE X RESOLUTION OTHER __X__

Special Exception Permit Application and Section 17.441 of Municipal Code

RECOMMENDATION:

Staff recommends approval by the Public Works & Highway Committee of the Special Exception Permit Application by JBJ Companies to remove 5,556 cubic yards of excess topsoil.

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.

ESTIMATE OF EARTHWORK QUANTITIES

FOR

SAXONY VILLAGE NORTH

RAW CUT/FILL

(EXISTING CONTOURS VS. INTERIM CONTOURS)

TOTAL SITE AREA 13 ACRES

29,400 CY CUT
 32,900 CY FILL
 10 % SHRINKAGE FACTOR ON FILL
36,190 ADJUSTED FILL
 6,790 CY RAW IMPORT

SURFACE ADJUSTMENTS

TOPSOIL STRIPING 12 IN OVER 13 AC = 20,973 CY LESS STRUCTURAL
 Topsoil depth is based on actual borings or field data

PAVEMENT SUBCUT 12 IN OVER 118,500 SF = 4,389 CY ADDED STRUCTURAL

TOPSOIL & SIDEWALK SUBCUT 12 IN OVER 473,900 SF = 17,552 CY ADDED STRUCTURAL

UTILITY TRENCH SPOILS

		TRENCH SIZE - WIDTH BY DEPTH		
SANITARY	<u>1500</u> LF	<u>3</u> FT BY	<u>12</u> FT =	2,000 CY ADDED STRUCTURAL
WATER	<u>1500</u> LF	<u>3</u> FT BY	<u>7</u> FT =	1,167 CY ADDED STRUCTURAL
STORM	<u>1500</u> LF	<u>4</u> FT BY	<u>5</u> FT =	1,111 CY ADDED STRUCTURAL

BUILDING ADJUSTMENTS

SLAB ON GRADE 12 IN OVER 92,400 SF = 3,422 CY ADDED STRUCTURAL
 (OR BASEMENT FLOOR SLAB)

		TRENCH SIZE - WIDTH BY DEPTH		
FOOTINGS	<u>6000</u> LF	<u>1</u> FT BY	<u>2</u> FT =	444 CY ADDED STRUCTURAL
	<u> </u>	<u> </u>	<u> </u>	
	<u> </u>	<u> </u>	<u> </u>	

ESTIMATE OF NET STRUCTURAL EXPORT 2,322 CY
 TOPSOIL REMAINING 3,421 CY

ADDITIONAL TOPSOIL TO BE USED IN NON STRUCTURAL FILL AREAS CY
 ESTIMATE OF FINAL STRUCTURAL EXPORT 2,322 CY
 FINAL TOPSOIL REMAINING 3,421 CY

ESTIMATE OF EARTHWORK QUANTITIES FOR SAXONY VILLAGE SOUTH

RAW CUT/FILL

(EXISTING CONTOURS VS. INTERIM CONTOURS)

TOTAL SITE AREA 2 ACRES

1,700 CY CUT
4,400 CY FILL
10 % SHRINKAGE FACTOR ON FILL
4,840 ADJUSTED FILL
3,140 CY RAW IMPORT

SURFACE ADJUSTMENTS

TOPSOIL STRIPING 12 IN OVER 2 AC = 3,227 CY LESS STRUCTURAL
Topsoil depth is based on actual borings or field data

PAVEMENT SUBCUT 12 IN OVER 28,400 SF = 1,052 CY ADDED STRUCTURAL

TOPSOIL & SIDEWALK SUBCUT 8 IN OVER 44,220 SF = 1,092 CY ADDED STRUCTURAL

UTILITY TRENCH SPOILS

		TRENCH SIZE - WIDTH BY DEPTH		
SANITARY	<u>115</u> LF	<u>3</u> FT BY	<u>8</u> FT =	102 CY ADDED STRUCTURAL
WATER	<u>425</u> LF	<u>3</u> FT BY	<u>7</u> FT =	331 CY ADDED STRUCTURAL
STORM	<u>350</u> LF	<u>3</u> FT BY	<u>5</u> FT =	194 CY ADDED STRUCTURAL

BUILDING ADJUSTMENTS

SLAB ON GRADE 12 IN OVER 14,700 SF = 544 CY ADDED STRUCTURAL
(OR BASEMENT FLOOR SLAB)

		TRENCH SIZE - WIDTH BY DEPTH		
FOOTINGS	<u>1250</u> LF	<u>2</u> FT BY	<u>5</u> FT =	463 CY ADDED STRUCTURAL

STRUCTURAL MATERIAL FROM NORTH SITE 2,322 CY ADDED STRUCTURAL

ESTIMATE OF STRUCTURAL IMPORT 266 CY
TOPSOIL REMAINING 2,135 CY

ADDITIONAL TOPSOIL TO BE USED IN NON STRUCUTRAL FILL AREAS CY
ESTIMATE OF FINAL STRUCTURAL IMPORT 266 CY
FINAL TOPSOIL REMAINING 2,135 CY

ORDINANCE NO. 19-00
(As Amended)
CREATING SECTION 17.441 OF THE
MUNICIPAL CODE OF THE VILLAGE OF GERMANTOWN

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

SECTION I. Section 17.441 Protection of Topsoil Resource, is hereby created to read as follows:

17.441 PROTECTION OF TOPSOIL RESOURCE. It is intended that native topsoil be treated as a natural resource of the Village of Germantown, and that to the extent possible it remain in its native location, it remain stable and protected from erosion, that it remain available for developers and lot owners, and that its transport off site in cases of development and land disturbing activity, be eliminated or minimized

- (1) The mining of topsoil in the Village of Germantown shall be prohibited, except has hereinafter provided.
- (2) When any land disturbing activity is conducted, topsoil shall be stockpiled on site for eventual re-distribution and re-grading on the site after completion of the land disturbing activity and/or construction. Stockpiled topsoil shall be protected against erosion and run off in accordance with best management practices.
- (3) Every developed site, parcel, or lot shall have not less than 4 inches of topsoil on all landscaped areas.
- (4) In case of developments, the size, natural site features or topography of which render it infeasible or impractical to re-distribute and re-grade all native top soil on the site after development, the developer may apply for and be issued a special permit to remove topsoil from the site. Such application must be accompanied by supporting engineering data as shall permit the requisite determination of infeasibility or impracticality. Application for such permit shall be made to the office of the Building Inspector upon forms prescribed for such purpose, and shall be accompanied by such administrative permit fee as shall be established from time to time.
 - (a) If redistribution of on-site topsoil should result in a depth in excess of 12 45" the owner or developer may apply for a ~~variance~~ special exception permit through the Public Works Committee, said ~~variance~~ special exception permit may be granted if the following conditions are met:

1. 12" 45" of topsoil must be redistributed on all pervious areas of the proposed site not exempt from construction activity.
2. An as-built must be provided by an outside firm employed by the owner certifying the proper topsoil depth has been achieved.

(5) The incidental removal of topsoil in the pursuit of a bona fide commercial or agricultural use, such as the commercial harvesting of sod, shall be exempt from the regulations of this ordinance.

(6) **INSPECTION.** The Building Inspector shall inspect the site as often as deemed necessary for the enforcement of this section.

(7) **ENFORCEMENT.**

- (a) Stop-Work Order. The Building Inspector may post a stop-work order if:
 1. Any topsoil mining activity requiring a permit under this section is undertaken without a permit; or
 2. The topsoil removal plan is not being implemented in a good faith manner; or
 3. The conditions of the permit are not being met.
- (b) Permit Revocation. If, ~~within 10 days~~ after the issuance of a stop-work order, any permittee does not cease the activity or comply with the topsoil removal plan, the Building Inspector may revoke the permit.
- (c) Cease and Desist Order. In the event any person without a permit fails to obey a stop-work order or obtain a permit ~~within 10 days~~, the Building Inspector may request the Village Attorney to obtain a cease and desist order.

- (d) Special Charge. Ten (10) days after posting a stop-work order, the Building Inspector may issue a notice of intent to the permittee or landowner or land user of his intent to perform work necessary to comply with this section. The Building Inspector may go on the land and commence the work after 14 days from issuing the notice of intent. The costs of the work performed by the Building Inspector shall be billed to the permittee or the landowner. In the event the permittee or landowner fails to pay the amount due, the Village Clerk shall enter the amount due on the tax rolls and collect as a special charge against the property, pursuant to §66.60(16), Wis. Stats.

(8) **APPEALS.** Any person aggrieved by the grant or denial of a permit or any order issued by the Building Inspector may appeal to the Board of Zoning Appeals, pursuant to sec. 17.52 of this chapter.

SECTION II. This ordinance shall take effect and be in full force, the day after its passage and publication, as provided by law.

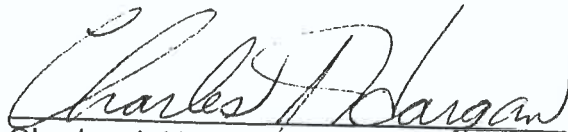
Introduced by: Trustee Ronald Johnson

Adopted: September 18, 2000

Vote: Ayes: Brady, Brzezinski, Ewert, Fehrenbach, Johnson, Kempinski, Stauffacher, Vento, Hargan.

Nays: None.

Vote: Ayes: 9 Nays: 0


Charles J. Hargan, Village President

APPROVED AS LEGALITY:

ATTEST:

John L. DeStefanis
Attorney


Jane A. Wilms, MMC
Village Clerk

Published: September 27, 2000

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

MEETING DATE: July 6, 2016

AGENDA ITEM: New Business J

ITEM TITLE: Development Agreement – Gatewood Place Subdivision

SUBMITTED BY: Lawrence W Ratayczak, P.E., Public Works Director

SUMMARY EXPLANATION:

Gatewood Place is a development consisting of Four (4) single-family residential Lots. The proposed development is located on 6.88 acres on the south side of Donges Bay Road nearly across from Magnolia Dr. The public improvements included in this project include: public water main extension, fire hydrant relocation, sanitary sewer extension and Cul-de-Sac construction at the end of existing Gatewood Drive..

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Development Agreement for Gatewood Place Subdivision.

RECOMMENDATION:

Staff is requesting the Public Works and Highway Committee forward with a positive recommendation to the Village Board to approve the Developer Agreement for Gatewood Place Subdivision.

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.

DEVELOPMENT AGREEMENT
GATEWOOD PLACE

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and Steven Stoffel., hereinafter referred to as "Developer".

WHEREAS, the Village has heretofore approved CSM Map No. _____ (Exhibit C), recorded in the Washington County Register of Deeds as Document No. _____ in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin; and

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed 4-Lot single-family residential subdivision (the "Development" or "Subdivision") to be located in the Village of Germantown on Lots #1,2,3, & 4 of CSM Map No. _____, recorded in the Washington County Register of Deeds as Document No. _____ in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 9 North, Range 20 East (the "Property") which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

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

WHEREAS, it will be necessary that Developer construct and install water distribution, sanitary sewer, landscaping, and roadway facilities in public right-of-way, and the Village will require that such plans and designs be approved and permitted, and that the Developer furnish an appropriate financial guarantee; and

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

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

DEVELOPMENT AGREEMENT

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the provisions of that section and as directed by the Village Engineer or Village Board. It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

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

Developer shall design and submit to the Village Engineer for review and approval all proposed plans, specifications and contract documents for all sanitary sewerage system facilities before authorization for construction will be given. Design and installation shall conform to Milwaukee Metropolitan Sewerage District Ch. 2 Rule, Sec. 18.08(7) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 5.0 "Sanitary Sewer System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All sanitary sewer improvements that are to be transferred to the Wastewater Utility shall be contained within the Village right-of-way or a utility easement. The easement shall be dedicated to the Village through plat (provided that said plat also contains specific terms associated with the easement and not just a location) or an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District sanitary sewer extension forms shall be prepared by Developer and provided to the Village Engineer. All sanitary sewer improvements that will be transferred to the Village shall be inspected by Wastewater Utility personnel prior to acceptance by the Public Works & Highway Committee. The Wastewater Utility will televise the sewer, create a punchlist of defects, and perform one follow-up televised inspection at no expense to Developer. Additional follow-up televised inspections shall occur at Developer expense.

Sanitary sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required due to surface disturbance for connection to the Village sanitary sewer shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee. Lateral ends shall be marked with

DEVELOPMENT AGREEMENT
GATEWOOD PLACE

green painted maple heart boards 2" x 4". A minimum of 6 feet of engineered fill shall be maintained over the pipe in all areas of installation.

1.03 WATER SUPPLY FACILITIES. Developer shall extend and install public water main with privately owned lateral stubs extending to the edge of right-of-way to provide potable water utility service to lots #2, #3 and #4 within the Subdivision CSM.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities before authorization of construction will be given. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 6.0 "Water Distribution System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All water utility improvements that are to be transferred to the Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through plat (provided that said plat also contains specific terms associated with the easement and not just a location) or an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

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

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

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

DEVELOPMENT AGREEMENT

in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. Private utility permits shall be applied for and secured from the Village Building Inspection Dept.

1.05 GRADING, STREET SURFACING, CONCRETE CURB AND GUTTER, SIDEWALKS, AND TRAFFIC SIGNS AND STREET SIGNS. Developer shall grade the development's surface and install internal roads having an urban cross section for vehicular access to all lots within the Subdivision. Developer shall install traffic signs and street signs.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all grading, street surfacing, concrete curb and gutter, sidewalks, and traffic signs and street signs before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(2), 18.08(3), 18.08(4), 18.08(6), and 18.08(13) and 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All grading, street surfacing, concrete curb and gutter, traffic signs and street signs that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

Final yard grades, building elevations and contours shall be established by individual property owners in compliance with Building Inspection & Village Engineer review and approval. If any discrepancies arise refer to Sec. 14.076 of the Municipal Code. Developer shall not export topsoil without permission from the Public Works & Highway Committee pursuant to Sec. 17.441 of the Municipal Code.

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

1.06 CURB AND GUTTER. Developer shall construct, at a minimum, concrete curb and gutter in accordance with Sec. 18.08(4) of the municipal Code within the Development at the locations depicted on the approved Site Development Plan. More specifically the developer shall begin and end the proposed curb and gutter by abutting to the ends of the existing curb and gutter.

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1.07 IMPROVEMENTS TO STREETS ABUTTING SUBDIVISION. Developer shall replace existing bituminous pavement, on Gatewood Place, south to match with the line created with the joining of the existing curb and gutter with the proposed curb and gutter.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all improvements to streets abutting development before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All improvements to streets abutting development that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

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

Developer shall remain responsible for maintenance of all monument signs.

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

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all construction site erosion and sediment control before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Ch. 29 of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village.

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

Developer shall monitor and mitigate off-site tracking through use of tracking pads and daily sweeping of streets. In event Developer defaults in keeping the Village streets clear of tracking, the Developer will reimburse the Village for performing street sweeping services within 30 days of invoice. In event Developer defaults payment, the Village may charge the Developer's escrow account or draw from the Developer's letter-of-credit to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.

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

1.09 POST-CONSTRUCTION STORMWATER MANAGEMENT AND STORMWATER DRAINAGE FACILITIES. NONE

1.10 LANDSCAPING. Developer shall provide permanent landscaping, including topsoil, seeding and other vegetation, of all publicly owned rights of way. Developer shall also provide temporary landscaping of privately owned lots to establish and maintain vegetative cover.

A minimum of 4" of topsoil (i.e., after settlement) free of deleterious materials shall cover all areas of the terrace areas. Section 17.441(4)(a) prohibits topsoil export without special exception by the Village Public Works & Highway Committee.

All landscaping related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.11 STREET TREES. NONE

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept.

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1.12 YARD LIGHTS. Property Owners shall install yard lights in same manner and of similar material to those installed in Berrywood Subdivision.

Property Owners shall submit to the Village Engineer for approval of proposed yard light before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(12) of the Municipal Code.

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

ARTICLE II - CONSTRUCTION

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

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

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

2.02 BUILDING AND OCCUPANCY PERMITS. No building or occupancy permits shall be issued by the Village for any construction within the Subdivision until all roads, water main, sanitary sewer, storm sewer, and all other improvements required under this Agreement are installed, inspected by the Village Water Utility, Wastewater Utility, and/or Highway Dept., approved by the Village Engineer, the Village has received all record-drawings in accordance

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with 2.05 below, and have been accepted by the Public Works & Highway Committee, except that notwithstanding the above, building permits may be issued prior to the installation of sidewalk and the initial asphalt lift on roadway surfaces (roadway areas must be stoned) provided that Developer's Letter of Credit provides for acceptable security to the Village to ensure eventual installation. Occupancy permits may be issued prior to the installation of the final asphalt lift on roadway surfaces and sidewalk installation provided that Developer's Letter of Credit provides for acceptable security to the Village to ensure eventual installation.

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

- (1) Grading plans, including interim and final;
- (2) Erosion & sediment control plans, including interim and final;
- (3) Private utility plans and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (4) Public utility plans, profiles and capacity computations, including sanitary sewer & laterals, water main & laterals.
- (5) Paving plans & profiles, including public roads, sidewalks, curb-and-gutter.
- (6) Storm water management plan; **Not required as part of plans**
- (7) Landscape plans; and

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

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

2.05 RECORD DRAWING DOCUMENTS. Developer shall prepare and submit to the Village Engineer record-drawing documents in digital format (i.e., .dwg extension) of the public sanitary sewerage systems, public water supply facilities, and post-construction storm water management. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27)). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by

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Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department. Record drawings shall be submitted by Developer before applying for a Village occupancy permit.

ARTICLE III - DEDICATION AND ACCEPTANCE

3.01 GENERAL: Developer agrees that the improvements will not be accepted by the Village until: (i) all outstanding charges to be paid by Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

Any water main installation shall not be accepted until two consecutive bacteriological safe samples have satisfactorily pass and one pressure test has successfully passed. Developer or his Contractor shall flush the main and obtain the samples required for this testing under the supervision of the Village Engineering Dept. or Water Utility. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works & Highway Committee, ownership and control shall be turned over without reservation to the Village.

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

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

DEVELOPMENT AGREEMENT

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

Water: (\$832.00/Res. Unit)
Parks: (\$736.00/Res. Unit)
Fire: (\$171.00/Res. Unit)
Police: (\$148.00/Res. Unit)
Library: (\$281.00/Res. Unit)
Sewer Connection Fee: (\$3,808.00/Res. Unit)

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

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

- (1) 2.25% of the first \$250,000 of construction costs; plus
- (2) 1.75% of the next \$250,000 of construction costs; plus
- (3) 1.25% of construction costs which exceed \$500,000; plus
- (4) A minimum \$5,000 Developer's Agreement fee pursuant to Section 18.10(3) of the Municipal Code.

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(4), 18.10(7), and 18.10(8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. Inspection costs shall be reimbursed to Village by Developer, whether performed by the Village Engineering Dept., Water Utility, Wastewater Utility, Highway Dept., or outsourced to a third-party engineering consultant, and shall also be reimbursed for services rendered by the Village Attorney. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Developer will be billed for third-party engineering consultants by presenting their invoices.

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

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4.06 PREPAYMENT OF CERTAIN FEES. Developer, and/or a lot owner in the case of impact fees, shall pay the fees specified in Paragraphs 4.02, 4.03 and 4.05, as itemized in Exhibit A, prior to the issuance of any building permit for the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized one (1) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

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

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

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

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a certified check or provide an irrevocable letter of credit which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit "A" attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and

DEVELOPMENT AGREEMENT

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

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

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

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

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

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

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

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

DEVELOPMENT AGREEMENT

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

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION:

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

Upon the Village becoming aware of the occurrences of any event or the existence of any state of facts in respect of which the Village has or will have a claim for indemnification under this Section 7.04 ("Claim"), as soon as reasonably practicable thereafter:

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

DEVELOPMENT AGREEMENT
GATEWOOD PLACE

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

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

ARTICLE VIII - TIME OF COMPLETION

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

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

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

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

ARTICLE IX - GENERAL PROVISIONS

9.01 PLATTING REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code of the Village which are not

DEVELOPMENT AGREEMENT

inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. This Agreement, shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

9.02 APPROVAL TERMS. The approvals granted by the Village to Steven Stoffel are conditioned upon the fact that Steven Stoffel (Developer), use is not tax-exempt and shall be subject to general property taxation; No tax-exempt use is authorized by the aforesaid approvals.

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

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

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

9.06 OWNERSHIP. Steven Stoffel (Developer) certifies and warrants to the Village that the owner of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Steven Stoffel.

9.07 AUTHORITY. Steven Stoffel, Owner and Developer.

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

9.09 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

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

DEVELOPMENT AGREEMENT
GATEWOOD PLACE

9.11 COVENANTS AND DEED RESTRICTIONS. Developer shall, before selling any lots within the Subdivision, record restrictive covenants and deed restrictions. All proposed covenants and deed restrictions shall be submitted to and be approved by the Village Attorney prior to recording, and shall include the following:

- (1) Covenants and deed restrictions shall follow closely Articles 1 and 2 only of the "Berrywood Development Covenants".
- (2) A requirement that the lot owner set the final yard grade, building elevations and contours subject to the approval of the Villages Building Inspector and Engineer prior to construction. The lot owner shall also ensure that the lot is graded in accordance with such approval.
- (3) A requirement that the lot owners install a front yard light that is consistent in design and installation with the lights within Berrywood Subdivision and in conformance with Sec. 18.08(12) of the Municipal Code subject to the approval of the Village Engineer.
- (4) VILLAGE REMEDIES. The Village shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge Developer for costs incurred and the right to enforce collection of such amounts in accordance with § 66.0627 of the Wisconsin Statutes.

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

ARTICLE X - NON-ASSIGNMENT

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

DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2016 which shall be the effective date of this Agreement.

GATEWOOD PLACE

By: _____

Print Name: **Steven Stoffel**

OWNER / DEVELOPER

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2016, the above-named, Steven Stoffel, to me known to be the person who executed the foregoing instrument and to me known to be such OWNER , and acknowledged that he executed the foregoing instrument in such capacity.

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

"In Duplicate"

VILLAGE OF GERMANTOWN

By _____
____ Dean Wolter, Village President

By _____
____ Barbara K.D. Goeckner, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
_____COUNTY)

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

This instrument was drafted by:
Lawrence W Ratayczak, P.E., Director of Public Works

DEVELOPMENT AGREEMENT

EXHIBIT “A”

FINANCIAL

EXHIBIT "A"**GATEWOOD PLACE****RESIDENTIAL DEVELOPMENT AGREEMENT**

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	\$350.00
Site & Street Grading	1.03 & 1.11	\$23,400.00
Gravel Base and Asphalt Pavement	1.03	\$29,110.00
Asphalt Surface Coarse	1.03	include in above
Curb & Gutter	1.04	\$5,100.00
Sidewalks / Walk Paths	1.05	N/A
Sanitary Sewer System	1.06	\$54,500.00
Water System	1.07	included in sanitary #
Other Sewer & Water Facilities	1.08	N/A
Underground Utilities	1.09	N/A
Street Lights	1.1	N/A
Street Signs	1.08	N/A
Erosion Control	1.11 & 2.04	\$570.00
Storm Water System & Drainage	1.12	N/A
Permanent Barricades	1.13	N/A
SUB-TOTAL		\$113,030.00
DATA Conversion Fee	4.03	\$500.00 *
Improvement Review Fee: Minimum Fee	4.03	\$5,000.00 *
Professional Fee (Attorney)	4.05	\$500.00 *
Inspection Fee (Estimate)	4.05	\$3,000.00 *
SUB-TOTAL		\$9,000.00
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (3 REC @ \$3,808 / REC)	4.02	\$11,424.00 **
Water (3 REC @ \$832 / REC)	4.02	\$2,496.00 **
Fire (3 REC @ \$171.00 / REC)	4.02	\$513.00 **
Police (3 REC @ \$148.00 / REC)	4.02	\$444.00 **
Park & Recreation (3 REC @ \$736.00 / REC)	4.02	\$3.00 **
Library (3 REC @ \$281.00 / REC)	4.02	\$843.00 **
SUB-TOTAL		\$15,723.00
TOTAL (Letter of Credit Amount)		\$137,753.00
* Amount to be Paid at Time of Signing of Development Agreement		\$9,000.00
** Amount to be Paid at Time of Building Permit Issuance		\$15,723.00

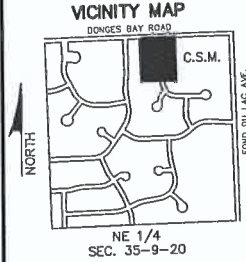
DEVELOPMENT AGREEMENT
GATEWOOD PLACE

EXHIBIT “B”

CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP NO.

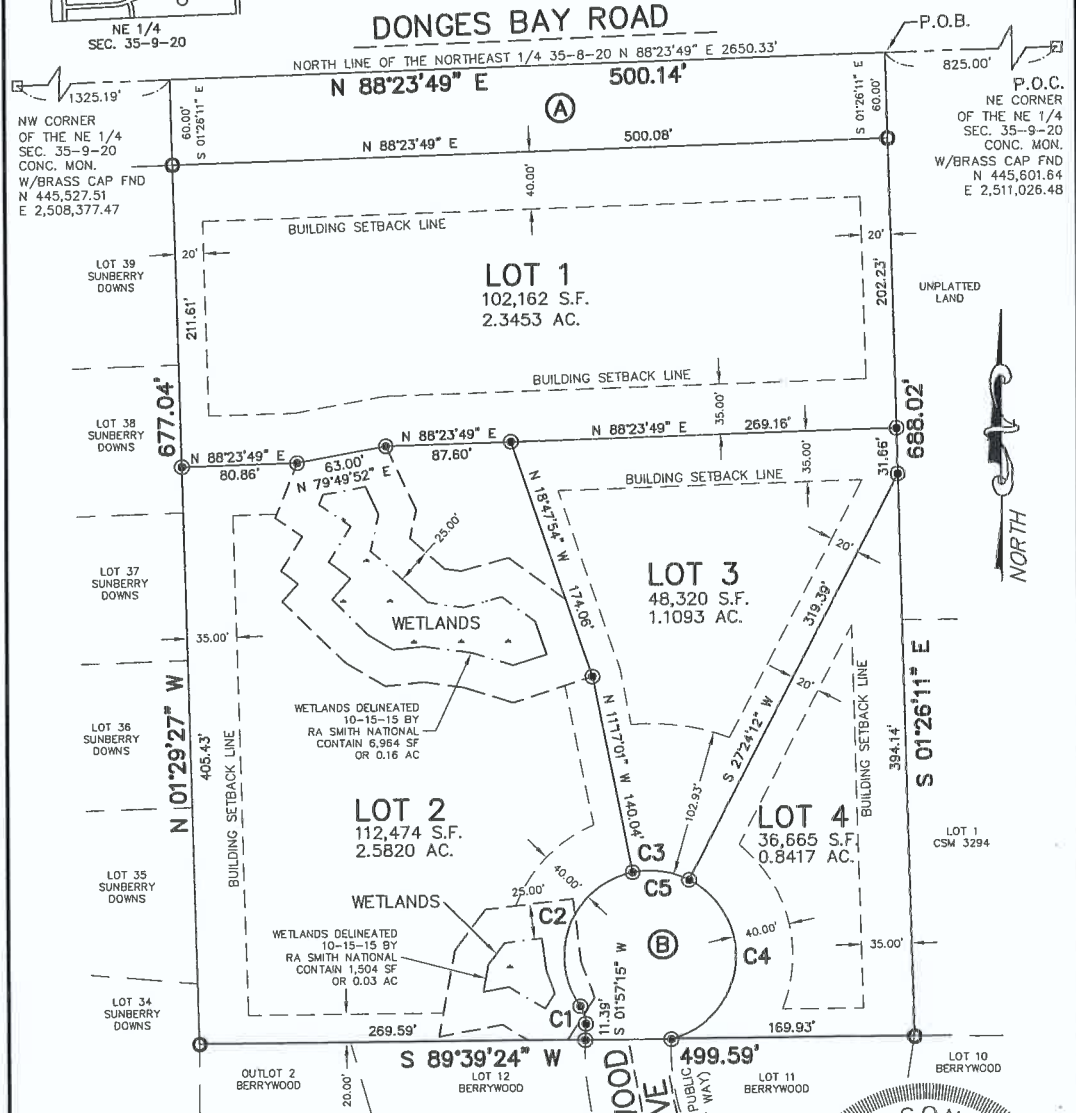
PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



CSE
CAPITOL SURVEY ENTERPRISES
220 REGENCY CT STE 210
BROOKFIELD, WI 53045
PH: (262) 785-6600
WWW.CAPITOLSURVEY.COM

PREPARED FOR:
STEVEN A. STOFFEL
755 FALLS LANDING CT.
ALPHARETTA, GA 30022
ZONED: RS-4
SINGLE-FAMILY RESIDENTIAL
SETBACKS:
FRONT = 40'
SIDES = 20'
REAR = 35'

PORTIONS OF SUBJECT PROPERTY ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X: AREAS OF 0.2% ANNUAL CHANCE FLOOD; FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 55133C0216G, WITH A DATE OF IDENTIFICATION OF NOVEMBER 5, 2014, IN COMMUNITY NO. 550478, THE CITY OF BROOKFIELD, WHICH IS THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.



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.

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

(B) - INDICATES 11,512 SQUARE FEET TO BE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES.

● INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.

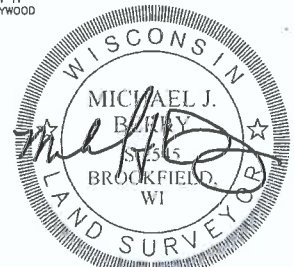
○ INDICATES 1 INCH DIA. IRON PIPE, FOUND.

SEE SHEET 2 FOR CURVE TABLE.

GRAPHIC SCALE



1 inch = 100 ft.



THIS INSTRUMENT DRAFTED BY MICHAEL J. BERRY

SHEET 1 OF 3

Reviewed 4-7-2016

TOTAL AREA 6.8733

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.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, MICHAEL J BERRY, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PORTION OF LAND IN THE NORTHEAST 1/4, NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 88°23'49" WEST ALONG THE NORTH LINE OF SAID 1/4 SECTION 825.00 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE SOUTH 01°26'11" EAST 588.02' FEET; THENCE SOUTH 89°39'24" WEST 499.59 FEET; THENCE NORTH 01°29'27" WEST 677.04 FEET TO A POINT ON THE NORTH LINE OF SAID 1/4 SECTION; THENCE NORTH 88°23'49" EAST ALONG SAID NORTH LINE 500.14 FEET TO THE POINT OF BEGINNING.

LANDS CONTAIN 341,139 SQUARE FEET OR 7.8315 ACRES

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF STEVEN A. STOFFEL, OWNER OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE STATUTES OF THE STATE OF WISCONSIN AND CHAPTER 330 OF THE VILLAGE OF GERMANTOWN CODE OF ORDINANCES IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 7TH DAY OF MARCH, 2016.


MICHAEL J BERRY
PROFESSIONAL LAND SURVEYOR,
S-2545
STATE OF WISCONSIN

CURVE TABLE					
CURVE	ARC	RADIUS	BEARING	CHD. LENGTH	DELTA
C1	13.09'	20.00'	N 16°47'31" W	12.85'	37°29'31"
C2	119.65'	60.00'	N 21°35'21" E	100.79'	114°15'16"
C3	40.51'	60.00'	S 81°56'24" E	39.75'	38°41'13"
C4	145.09'	60.00'	S 06°40'52" W	112.24'	138°33'20"
C5	305.24'	60.00'	S 69°47'22" W	67.54'	291°28'58"



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.

OWNER'S CERTIFICATE

STEVEN A. STOFFEL, AS OWNER, CERTIFIES THAT HE HAS CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE REQUIREMENTS OF THE VILLAGE OF GERMANTOWN CODE OF ORDINANCES.

THIS AGREEMENT SHALL BE BINDING ON THE UNDERSIGNED AND ASSIGNS. IN WITNESS WHERE OF, STEVEN A. STOFFEL HAS CAUSED THESE PRESENTS TO BE SIGNED AT THE VILLAGE OF GERMANTOWN, WISCONSIN, THIS _____ DAY OF _____, 2016.

IN THE PRESENCE OF:

(WITNESS)

STEVEN A. STOFFEL

STATE OF WISCONSIN) SS
COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2016, TIM HILLER, OF THE ABOVE NAMED CORPORATION, TO ME KNOW AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE THE REPRESENTATIVE OF THE ABOVE CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF THE CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES: _____

VILLAGE OF GERMANTOWN PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GERMANTOWN ON THIS DAY _____ OF _____, 2016.

DEAN WOLTER, VILLAGE PRESIDENT

DATE

BARBARA GOECKNER, VILLAGE CLERK

DATE

VILLAGE OF GERMANTOWN BOARD APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF GERMANTOWN ON THIS DAY _____ OF _____, 2016.

DEAN WOLTER, VILLAGE PRESIDENT

DATE

BARBARA GOECKNER, VILLAGE CLERK

DATE



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

MEETING DATE: July 6, 2016

AGENDA ITEM: New Business **K**

ITEM TITLE: Requested Modifications to Development Agreement
Prairie Glen II Subdivision

SUBMITTED BY: Lawrence W Ratayczak, P.E., Public Works Director

SUMMARY EXPLANATION:

Prairie Glen II is the next phase of Prairie Glen Subdivision and it is proposed to be 16 Lots. The proposed development is located at the west side of Wasaukee Road and south of Mequon Road. The Developers Agreement has been approved by PWHC and Village Board but has never been executed. The developer, "Bielinski Homes, Inc.", has asked to come before the PWHC to discuss revisions to the Developer Agreement. Please refer to the attached letter from Bielinski Homes, Inc which outlines the two (2) items they are presenting for requested modifications. The two items are; 1) Sidewalk on Wasaukee Road & 2) Recapture Cost agreement.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

Development Agreement for Prairie Glen II (not executed)
Minutes from the Village Board meeting of August 17, 2015
Letter from Bielinski Homes, Inc.

RECOMMENDATION:

Staff is looking to the Public Works and Highway Committee for recommendations as to the request regarding the sidewalk and regarding the recapture agreement staff is in agreement to pay the recapture amount pursuant to the Village Code.

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.



Building a Better World
for All of Us®

June 28, 2016

RE: Bielinski Homes, Inc.
Prairie Glen Phase II - Developers
Agreement
SEH No. 13308A 14.00

Larry Ratayczak, PE
Public Works Director
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Dear Mr. Ratayczak:

Pursuant to our recent conversation, Bielinski Homes, Inc. (The Developer) has requested to be placed on the July 6th Public Works Committee Agenda to discuss revisions to the Developers Agreement. The Developer is requesting modifications in two areas which are as follows:

1. Section 1.06 IMPROVEMENTS TO STREETS ABUTTING SUBDIVISION

The Developer is requesting the removal of the requirement that they install sidewalk beyond the limits of the development for the following reasons:

- The improvements requested do not fall within the boundaries of the subdivision and are outside the purview of this Agreement.
- The construction would include the installation of storm water piping and significant grading to remove a drainage swale installed by WisDOT to install the sidewalk. There is significant costs associated with the installation of this small section of sidewalk.

The Developer proposes that the language be modified to allow Construction Managers & Contractors to work with the Village if they wish to move forward with the installation of sidewalk at the Village's cost.

2. Section 5.05 RECAPTURE

Bielinski Homes, Inc. is requesting the addition of language regarding the recapturing of fees for oversized piping being installed within the development to serve areas beyond the boundaries of Prairie Glen II. Bielinski Homes, Inc. is being required to install 15" sanitary sewer lines and 12" watermain to service areas beyond this development. Bielinski Homes, Inc. proposes the recapturing of fees for oversizing for anything proposed over an 8" pipe diameter. The agreement would be for the difference in cost of piping only, and no additional recapture is proposed for any additional associated installation costs.

Engineers | Architects | Planners | Scientists

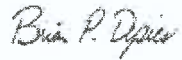
Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351
SEH is 100% employee-owned | sehinc.com | 262.646.6855 | 888.908.8166 fax

Larry Ratayczak, PE
June 28, 2016
Page 2

Attached for your review is the proposed revisions for Section 1.06 and proposed language for Section 5.05 of the Developers Agreement. Should you have any questions, please do not hesitate to contact me.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in cursive script, appearing to read "Brian P. Depies".

Brian P. Depies
Regional Manager

jw
Attachment

r:\admin\administrative_contracts-letter proposals\2016\june\prairie glen phase ii_13308a-2016-6-28.docx

1.06 IMPROVEMENTS TO STREETS ABUTTING SUBDIVISION. - Developer shall install an entrance intersection connecting the Subdivision's internal roads to Wasaukee Road, including acceleration lanes, deceleration lanes, and bypass lanes. - Pursuant to Village of Germantown Resolution No. 04-14 "Amending Resolution No. 39-02 Containing Conditions and Restrictions for the Prairie Glen North Planned Development District (PDD) (Bielinski Holdings LLC, Property Owner)" Condition No. 11, Developer shall install a paved sidewalk along Wasaukee Road along the Subdivision's entire frontage and continue north to connect to the existing sidewalk along Mequon Road at the Mequon Road intersection. - Said sidewalk shall be installed along the frontage of the Subdivision at the time of installation of the remaining intersection improvements described above. ~~Installation of the remainder of the sidewalk that extends to Mequon Road is subject to an indefinite deferment and may be installed at a later date provided, however, that Developer's Letter of Credit provides for acceptable security to the Village to ensure eventual installation.~~

Developer shall assist and coordinate with the Village in its efforts to install sidewalk from the end of the Development to the sidewalk that is at the corner of Mequon Road and Wausauke Road, if the Village provides engineered drawings prior to commencement of construction. The Village shall be required to contract and pay for the installation of the sidewalk that does not immediately abut the Development.

5.05 RECAPTURE. The Village agrees to pay or provide credits to the Developer for the oversizing of any water and/or sewer facilities to create utility systems capacity to serve areas outside of the Development. The costs subject to these payments and/or credits to Developer shall be for the cost of the sized pipes required by the Village to be installed by this Agreement that exceed the cost for 8" diameter water and sewer pipes.

DEVELOPMENT AGREEMENT

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

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

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed single-family residential subdivision (the "Development" or "Subdivision") to be located in the Village of Germantown on Lot 2 of CSM Map No. 5632, recorded in the Washington County Register of Deeds as Document No. 991155 in the Northwest ¼ of the Northeast ¼ of Section 25, Township 9 North, Range 20 East which real estate is more particularly described in Exhibit "C" attached hereto (the "Property") which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

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

WHEREAS, it will be necessary that Developer construct and install water distribution, sanitary sewer, storm sewer, landscaping, lighting, and roadway facilities in public right-of-way and storm water management facilities in a dedicated easement on the subject Property, and the Village will require that such plans and designs be approved and permitted, and that the Developer furnish an appropriate financial guarantee; and

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

DEVELOPMENT AGREEMENT

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in accordance with the provisions of that section and as directed by the Village Engineer or Village Board. It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

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

Developer shall design and submit to the Village Engineer for review and approval all proposed plans, specifications and contract documents for all sanitary sewerage system facilities before authorization for construction will be given. Design and installation shall conform to Milwaukee Metropolitan Sewerage District Ch. 2 Rule, Sec. 18.08(7) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 5.0 "Sanitary Sewer System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All sanitary sewer improvements that are to be transferred to the Wastewater Utility shall be contained within the Village right-of-way or a utility easement. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

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

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

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

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities before authorization of construction will be given. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 6.0 "Water Distribution System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All water utility improvements that are to be transferred to the Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

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

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

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

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

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

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all grading, street surfacing, concrete curb and gutter, sidewalks, and traffic signs and street signs before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(2), 18.08(3), 18.08(4), 18.08(6), and 18.08(13) and 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All grading, street surfacing, rural street sections, and improvements to streets abutting development that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

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

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

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

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

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and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All improvements to streets abutting development that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

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

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

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

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all construction site erosion and sediment control before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Ch. 29 of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village.

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

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

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

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

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

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all post-construction storm water management and storm water drainage facilities before authorization for construction will be given. Design and installation shall conform to Wisconsin Department of Natural Resources Conservation Practice Standards, Milwaukee Metropolitan Sewerage District Ch. 13 Rule, Ch. 27 and Sec. 18.08(10) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 7.0 "Storm Water Management Requirements" and Sec. 4.0 "Storm Water Conveyance System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village.

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

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

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

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

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

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

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

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

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

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

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Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for street lamps and to the Zoning Administrator for approval all proposed plans, specifications and contract documents for yard lights before authorization for construction will be given. Design and installation shall conform to Sec. 18.08(12) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All street lamps related to the Subdivision that will be transferred to the Village shall be contained in Village right-of-way and shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

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

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

ARTICLE II - CONSTRUCTION

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

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

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

2.02 BUILDING AND OCCUPANCY PERMITS. No occupancy building permits shall be issued until the master site grading, the water main, sanitary sewer, and storm sewer improvements are installed; inspected by the Village Water Utility, Wastewater Utility, and Highway Dept. and approved by the Village Engineer; all record-drawings are filed with the Village approved by the Village Engineer in accordance with 2.05 below; and all other improvements required by this Agreement, except the final street surfacing, are installed and accepted by the Public Works & Highway Committee.

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

- (1) Grading plans, including interim and final;
- (2) Erosion & sediment control plans, including interim and final;
- (3) Private utility plans and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (4) Public utility plans, profiles and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (5) Paving plans & profiles, including public roads, sidewalks, curb-and-gutter, Wasaukee Road entrance intersection, and Wasaukee Road sidewalk extension to Mequon Road;
- (6) Storm water management plan;
- (7) Landscape plans; and
- (8) Lighting plan.

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

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

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2.05 RECORD DRAWING DOCUMENTS. Developer shall prepare and submit to the Village Engineer record-drawing documents in digital format (i.e., .dwg extension) of the public water main extension, public sanitary sewer extension, storm water management pond outlet structure and emergency overflow area, and the Virginia Ave. roadway extension. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27)). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department. Record drawings shall be submitted by Developer before applying for a Village occupancy permit.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until: (i) all outstanding charges to be paid by Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

Any water main installation shall not be accepted until two consecutive bacteriological safe samples have satisfactorily pass and one pressure test has successfully passed. Developer or his Contractor shall flush the main and obtain the samples required for this testing under the supervision of the Village Engineering Dept. or Water Utility. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works & Highway Committee, ownership and control shall be turned over without reservation to the Village.

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

ARTICLE IV - PAYMENT OF FEES

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4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Nothing in this provision, nor in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

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

- | | |
|-----------------------------------|--------------------------------|
| (1) Water: | \$832.00/REC |
| (2) Fire Protection: | \$0.63549/\$1000 Building Cost |
| (3) Police Protection Facilities: | \$0.2809/\$1000 Building Cost |
| (4) Sewer Connection Fee | \$3,688.00/REC |

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

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

- (1) 2.25% of the first \$250,000 of construction costs;
- (2) 1.75% of the next \$250,000 of construction costs; and
- (3) 1.25% of construction costs which exceed \$500,000.

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

4.04 PROFESSIONAL FEES AND INSPECTION FEES. In accordance with Sec. 18.10(4), 18.10(7), and 18.10(8) of the Municipal Code, Developer shall be responsible for all professional (technical and legal) fees incurred by the Village in connection with this Development. Inspection costs shall be reimbursed to Village by Developer, whether performed by the Village Engineering Dept., Water Utility, Wastewater Utility, Highway Dept., or outsourced to a third-party engineering consultant, and shall also be reimbursed for services rendered by the Village Attorney. Developer will be billed for Village personnel at the standard rates presented in Exhibit B. Developer will be billed for third-party engineering consultants by presenting their invoices.

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

4.06 PREPAYMENT OF CERTAIN FEES. Developer shall pay the fees specified in Paragraphs 4.02, 4.03 and 4.05, as itemized in Exhibit A, prior to the issuance of any building permit for the Property.

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized one (1) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

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

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

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

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a certified check or provide an irrevocable letter of credit which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit "A" attached hereto and incorporated

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

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

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

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

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

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

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.
- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the

DEVELOPMENT AGREEMENT

Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION:

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

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

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

DEVELOPMENT AGREEMENT

indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;

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

ARTICLE VIII - TIME OF COMPLETION

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

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

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

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

ARTICLE IX - GENERAL PROVISIONS

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

DEVELOPMENT AGREEMENT

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

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

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

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

9.064 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Bielinski Holdings, LLC.

9.07 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Bielinski Holdings, LLC as a general partner of the same.

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

9.09 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

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

9.11 COVENANTS AND DEED RESTRICTIONS. All proposed covenants and deed

DEVELOPMENT AGREEMENT

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

- (1) YARD LIGHTS: Yard lights as required by Sec.18.08 (12) of the Municipal Code
- (2) DRAINAGE EASEMENT AND DETENTION BASIN PROTECTION. The drainage easement and detention basins shall be maintained free of obstruction.
- (3) VILLAGE REMEDIES. The Village shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge Developer for costs incurred and the right to enforce collection of such amounts in accordance with § SS66.0627 of the Wisconsin Statutes.

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

ARTICLE X - NON-ASSIGNMENT

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

DEVELOPMENT AGREEMENT

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

The
Bielinski Holdings, LLC.

GERMANTOWN MEMORY CARE

By: _____

, General Partner

By: _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

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

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

DEVELOPMENT AGREEMENT

"In Duplicate"

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

By _____

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2015, the above-named, Dean M. Wolter, Village President, and Barbara K.D. Goeckner, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority and pursuant to Resolution No. _____ adopted by its Village Board on the ____ day of _____, 2015 by the above named Dean M. Wolter, Village President, and Barbara K.D. Goeckner, Village Clerk, of the Village of Germantown.
, Village Clerk of the Village of Germantown.

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

Approved as to form:

Brian C. Sajdak, Village Attorney

This instrument was drafted by:
Brionne R. Bischke, P.E., Interim Director of Public Works

EXHIBIT "A"

MIDWEST ASSISTED LIVING
DEVELOPMENT AGREEMENT

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

Developer or Owner

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

Print Name

Date

Date

**MIDWEST ASSISTED LIVING
DEVELOPERS AGREEMENT**

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

Developer or Owner

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

Print Name

Date

Date

NEW BUSINESS continued:

amend to insert section 2 of the old contract into the new contract. Section 2 leaves the solid waste pick up the same as what it is now. Discussion of current contract vs. new contract, currently back to where we were in May for motions. Further discussion: Number of containers allowed, pick up of bulk items, automation vs. manual pick up, size of containers, contract from May same wording as past 5 years. **Motion before Board is motion to amend to include manual pickup.** Further discussion of other motions and those out of order. **1 in favor (Zabel), 8 opposed, motion to amend fails. MOTION (Kaminski/Baum) to amend to include all additional points that DPW Director Ratayczak presented today as itemized on page 65 on the website agenda.** This amendment is to the motion from May to approve the contract as presented with automated automated and this amendment is to add the items presented today. Trustee Myers verified with Waste Management representative that he concurs with what has been brought forward this evening, representative replied yes, they do. Trustee Zabel discussed an amendment 5 years ago to include language in 5.1 (of the contract) and the contract of May this year didn't include it. Amendment allowed Germantown to increase or decrease number. Back to the 5 units. This was added into the original contract and wants to be sure it is still included due to state law not allowing us to pick up anything more than 4 family units. Question to Attorney Sajdak, who stated he reviewed this and his understanding is the circumstance would be covered. Trustee Zabel not sure it would have to be removed. Attorney Sajdak reviewed statutory language which isn't specifically clear but maybe he could make an argument that the Village doesn't fit into that and League counsel agreed with his initial review. Reduction of a covered service requires removal from the levy. Discussion of other items including bulk pickup and possible voucher system. **Amendment to motion, 8 in favor, 1 opposed (Zabel), carried. MOTION (Zabel/Kaminski) to amend to include language developed in the agreement with Waste Management in 2010 and add to contract of Section 5.1 to read 'the contractor shall provide the services described above the set amount per unit for each unit served according to the number of units. The total monthly charge shall be adjusted each month for increases or decreases for residential units served. The Germantown DPW shall report on a monthly basis to the contractor any increases or decreases in numbers of occupied residential units existing within the Village. Such increases or decreases should be taken into account by the contractor and adjust the monthly invoice for the Village for the next month.'** Discussion of handling the amounts if added and later removed. Remove last sentence of reference to recycling center. Discussion of effect on levy – reduction or pass through? Attorney Sajdak stated his understanding is it is a pass through but may not be a dollar for dollar equalization. Discussion of audits of the numbers, previously done monthly by DPW Director Ludwig. Discussion of housing units, reduction of levy, numbers needed before October 1st. **Motion to amend, carried. MOTION (Hughes/Zabel) to waive the \$5 monthly fee for the extra cart.** Discussion: Does the Village absorb the cost, what are residents doing with it, carts and ownership. **3 in favor, (Hughes, Wolter, Zabel), 6 opposed, motion fails.** President Wolter requested to see numbers at the September 21st meeting. **Roll call vote, 8 in favor, 1 opposed (Zabel), carried.**

E.

Request Approval of Developer's Agreement for Prairie Glen Phase II Subdivision

NEW BUSINESS continued:

Interim DPW Director Bischke provided the agreement to the Trustees at their desks and presented information regarding agreement and any changes. Developer has concerns with sidewalk connecting to Mequon Road. Some could be delayed indefinitely. Other items: Street trees in phases, required plans, DPW would object to building permit issuance without all roadways being constructed, sewer and water costs, private utilities in phase 1, erosion control, internal road payment, impact fees. Further discussion of utilities and roads to be in before permits allowed. **MOTION**

(Zabel/Myers) to approve the developer's agreement with Village Attorney's review and approval. Representative from Belinski Homes clarified her request for an early building permit and weather concerns for completion of utilities and roads.

Discussion of need for roads for emergency response access to site, amendment needed under occupancy – Page 9 of agreement, reference to Section 2.02. **MOTION (Baum/Myers) to amend the motion to direct legal to revise Section 2.02 to allow for the contingency for weather related issues for early building permits.**

Discussion of items to be completed, how many permits to be allowed. Attorney Sajdak stated intention in language will require them to come back and ask for number they need. **Motion to amend, 8 in favor, 1 opposed (Zabel).** Discussion. **Motion carried.**

F. **Resolution No. xx-15 Approving Amendments To The 2015 Budget For Line Item Transfer For Division Road Culvert**

Motion (Zabel/Myers) to approve the resolution approving the amendments to the 2015 Budget for Line Item Transfer for Division Road Culvert, roll call vote, carried.

G. **Request By Wisconsin Gas To Amend Language In Distribution Easement (Gas) Through Village-Owned Property Northeast Of Donges Bay Road And Fond Du Lac Avenue**

Interim DPW Director Bischke stated WE Energies requested to withdraw this item. No action taken.

H. **Request To Modify TID #6 Grading & Erosion Control Contract With Super Western To Accommodate Site Layout Changes**

Interim DPW Director Bischke presented information on the request to modify this contract. Previous cost at \$1.497 million. Cost now at \$1.602 million with new site layout and approval of layout by MLG, Village and prospective tenant. Requesting modification of contract for additional cost. Discussion: Agreement states Village responsible for grading as part of TIF cost and was budgeted within TIF. Possibility to negotiate with MLG, agreement not designed to address idea someone would back out, need for development, possibility of numbers going up due to additives for soil, need to progress in TIF for development to come. **MOTION (Myers/Kaminski) to accept the TIF 6 agreement as stated.** Discussion: start time, cost responsibility of tenant to cross utilities, 2014 numbers - Super Western mobilized equipment but did not move any earth yet, agreement is on the new number for cost, project delayed after soil testing by Himalayan, weather will cause use of additives and costs could go up. Request to see proposal without conditions, discussion of prior document vs. this one, conditions implied by design previously, why spelled out now - took advantage of change order to add conditions. **MOTION (Warren/Kaminski) to amend; accept the**

