

**VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022**

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, August 15, 2016 7:00 p.m.

LOCATION: Germantown Village Hall Board Room

I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, 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**

III. **PLEDGE OF ALLEGIANCE**

IV. **PRESIDENT'S REPORT**

V. **PRESENTATION TO OUTGOING TRUSTEE SHANE DANIELS**

VI. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS:**

The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney and Village Clerk.

VII. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension 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. (15 minutes)

VIII. **CONSENT AGENDA:**

- A. Approval of Village Board Minutes: July 18, 2016 and August 1, 2016
- B. Accounts payable/payroll
 - 1. July 2016 Accounts Payable \$ 22,760.80
 - 2. August 9, 2016 Payroll (hourly) \$ 244,907.80
 - 3. August 10, 2016 Accounts Payable \$2,601,202.52
 - 4. August 15, 2015 Payroll (salary) \$ 85,736.04
- C. Operator Licenses: August 16, 2016 to June 30, 2017: [Recommended Approval] Margaret A. Casey; Vickie L. Esenberg; Sha'Nahja T. McClellan; Denise S. Neihardt; Heather L. Nellessen; Madelyn M. Rahn; Lindsay R. Tauscher; April N. Thomas; Destany K.M. Whidbee
- D. Award Park Avenue Water Main Project to Mueller Excavating, Inc. for an Amount of \$130,000.00 [Recommended Approval]
- E. Approve Revised Developers Agreement for Prairie Glen II Subdivision [Recommended Approval]

IX. UNFINISHED BUSINESS: None

X. PUBLIC HEARINGS – 7:00 P.M. OR LATER: *The purpose of said hearing(s) is to hear any and all parties, their attorneys or agents, for or against the application(s) filed by the petitioner(s).* NONE

XI. NEW BUSINESS:

- A. Schedule 2107 COW Budget Meeting Dates
- B. Action on Revised Development Agreement – Saxony Village
- C. Award Contract – TID No. 6, Nimitz Court Street Lighting Project No. 1406
- D. An Ordinance Creating Section 7.061 of the Germantown Municipal Code to Prohibit Compression Braking Within the Village

XII. ADJOURNMENT

The next Village Board meeting will be a Special Village Board meeting on August 29, 2016 at 7:00 p.m.

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.

VIII. E.

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: August 15, 2016

AGENDA ITEM: New Business

ITEM TITLE: Revised Development Agreement – Saxony Village

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

SUMMARY EXPLANATION:

The Development Agreement for Saxony Village Residential Facility has been previously approved at the July 18, 2016 Village Board Meeting. The Developers Agreement has been revised to remove all discussion relating to the installation and cost sharing of the proposed 18 inch sanitary sewer and 12” water main. The following Sections of the Agreement have been removed or altered from the Originally Approved Agreement:

Section 1.02; Water Supply Facilities__ last paragraph (removed)

Section 1.03; Sanitary Sewerage Facilities__ last two (2) paragraphs (removed)

Exhibit “A”; (Sanitary Sewer System (Village), Water System (Village)) (removed) & 12’ Path (Cost Reduced)

Exhibit “D” (removed)

The remaining sections of the Agreement have not been altered.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- 1) Revised Development Agreement for Saxony Village.

RECOMMENDATION:

Staff is recommending the Village Board approve the Development Agreement for Saxony Village, as revised.

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.

**SAXONY VILLAGE
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 Heritage Place Joint Venture., hereinafter referred to as "Developer".

WHEREAS, the Developer owns that part of Outlot Four (4) and Outlot Five (5) in Assessor's Plat of the Village of Germantown, Northwest ¼ of the southeast ¼ of Section 22, Town 9 North of Range 20 East, Washington County, Wisconsin and together with the associated exceptions as described in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed 172-Unit multi-family residential facility (included in the plan are 1-38 unit building, 2-35-unit buildings, 2-26 unit buildings, a clubhouse, maintenance building and a 12-unit building with additional detached garages) to be located in the Village of Germantown on the Property which Developer proposes to complete as described in the plans submitted to the Village, and approved by the Plan Commission on December 18, 2016; and

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

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

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 GENERALLY. Developer, entirely at its own expense, shall, except as herein provided, design and install the public improvements required by Sec.18.08 of the Municipal Code in

accordance with the provisions of that section and as directed by the Village Engineer or Village Board. It is the intent of this Agreement that all public improvements shall be installed by Developer. Notwithstanding the foregoing, the public improvements described in this Agreement are deemed to be undertaken for a public (not a private) purpose.

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

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities before authorization for construction will be given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All sanitary sewerage system improvements that are to be transferred to the Village Waste 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. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

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

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate,

initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Sec.17.44 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

- (1) Submit an Erosion Control Plan for approval by the Village Engineer.
- (2) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for the entire project and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village's engineering staff.
- (3) Developer shall promptly undertake topsoiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.
- (4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of tracking practices shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such street sweeping services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may charge Developer's escrow account or draw on Developer's letter of credit established pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with required erosion control measures or be considered a substitute or replacement for such measures.
- (5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 STORM WATER DRAINAGE FACILITIES. Developer shall design and submit to the Village Engineer for approval storm water drainage and retention and detention facilities adequate to accommodate expected surface water flow within and through the Development, in accordance with Section 18.08 (10) of the Municipal Code and Chapter 13 of the MMSD Rules.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted December 18, 2015.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developer expense, including a Stop sign at the intersection of Main Street and Saxony Village Boulevard, and Street Signs for Saxony Village Boulevard and Saxony Square.

1.09 SIDEWALKS AND PATHWAYS. The Developer shall install a 12 foot wide asphalt path from Saxony Village Boulevard south, to be located on top of the proposed sewer main to sanitary manhole no. 4. Developer shall be reimbursed for the actual additional cost to construct a 12 foot wide path to provide access for the Village sanitary sewer jetting vehicle.

ARTICLE II - CONSTRUCTION

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

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

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

2.02 BUILDING AND OCCUPANCY PERMITS. No occupancy permits shall be issued until the water main, sanitary sewer and storm sewer improvements servicing said building are installed, inspected by the Village Utility and approved by the Village Engineer, all record-drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below.

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

- (1) Master site grading and asphalt path plan
- (2) Water main record-drawings
- (3) Erosion and sedimentation controls
- (4) Water main extensions
- (5) Sanitary Sewer Record Drawings
- (6) Sanitary Sewer extensions

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

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

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

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it

that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or his Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

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

ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or 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: | \$ 171.00/REC |
| (3) Police Protection Facilities: | \$ 148.00/REC |
| (4) Park & Recreation: | \$ 736.00/REC |
| (4) Library Facilities: | \$ 281.00/REC |
| (5) Sanitary Sewer Connection: | \$3,808.00/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. The REC Fees change annually with the current year REC Fee to be used at time of Building Permit issuance. These fees are payable at the time of Building Permit issuance.

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

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

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

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

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

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

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer has been authorized seven (7) sewer connections for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

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

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas

which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high water mark of a navigable waterway or 25 feet from a wetland. A note regarding this restriction shall be placed on the Final Plat. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

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

5.05 ROADWAY MAINTENANCE. The Developer, its successors and assigns shall be responsible to provide or contract for all maintenance and repair services, including snow and ice removal, for all roadways within the Development.

5.06 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that the 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 subject site.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a certified check or provide an irrevocable letter of credit which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit "A" attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works

Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs.

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

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

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

6.05 REMEDIES. In the event of a material breach of this Agreement by the Developer, the Village shall, within a reasonable amount of time, give notice of such breach to the Developer. If Developer fails to remedy the breach within thirty (30) days of the notice (or such other amount of time to which the parties might agree) (the "Cure Period"), the Village shall have the option of ordering the Developer to not proceed any further with the construction and installation of the utilities described in this Agreement until such time as the breach is remedied. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

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

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage because of work performed 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:

- (1) 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;
- (2) subject to paragraphs (3) through (5) 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;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:
 - (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and
 - (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (6) 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, bureaucratic delays 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 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 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.

9.03 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities of the Property. Nothing in this Agreement shall be construed to withdraw or terminate the negotiation between the Village and Developer with respect to cost-sharing for the construction and installation of utilities on the Property, or otherwise invalidate the action taken by the Village of Germanton Public Works & Highway Committee on December 1, 2015, with respect to this subject.

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

9.05 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: Heritage Place Joint Venture.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Heritage Place Joint Venture as a general partner of the same.

9.07 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.

9.08 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.

9.09 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.

9.10 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.

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

HERITAGE PLACE JOINT VENTURE

By: _____,
General Partner

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this ____ day of _____, 2016, the above-named, _____, General Partner of Heritage Place Joint Venture, to me known to be the person who executed the foregoing instrument and to me known to be such General Partner of said Corporation and acknowledged that he executed the foregoing instrument in such capacity.

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

[THIS SPACE INTENTIONALLY BLANK]

VILLAGE OF GERMANTOWN

By: _____
Dean Wolter, Village President

Attest By: _____
Barbara K.D. Goeckner, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2016, the above-named, Dean 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.

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

EXHIBIT "A"

EXHIBIT "A"**SAXONY VILLAGE****APARTMENT DEVELOPMENT AGREEMENT**

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Gravel Base and 12' Asphalt Pavement (For Sanitary Access)	1.09	\$24,200.00
Sanitary Sewer System	1.03	\$195,824.00
Water System	1.02	\$127,927.00
Street Signs	1.08	\$200.00
SUB-TOTAL		\$348,151.00
DATA Conversion Fee	4.05	\$500.00 *
Improvement Review Fee: Minimum Fee	4.03	\$5,000.00 *
Professional Fee (Attorney)	4.04	\$500.00 *
Inspection Fee (Estimate: \$7,000; billed monthly)	4.04	\$0.00 *
SUB-TOTAL		\$6,000.00
TOTAL		\$354,151.00
* Amount to be Paid at Time of Signing of Development Agreement		\$6,000.00
INITIAL LETTER OF CREDIT AMOUNT		\$348,151.00

NOTE: BELOW FOR REFERENCES PURPOSES ONLY**IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF EACH BUILDING PERMIT ISSUANCE**

Sanitary Sewer (1 REC @ \$3,808 / REC)	4.02
Water (1 REC @ \$832 / REC)	4.02
Fire (1 REC @ \$171.00 / REC)	4.02
Police (1 REC @ \$148.00 / REC)	4.02
Park & Recreation (1 REC @ \$736.00 / REC)	4.02
Library (1 REC @ \$281.00 / REC)	4.02

NOTE: REC Fee will be charged at the current REC Fee at time of Building Permit Issuance

Developer or Owner

Lawrence W Ratayczak, P.E.
Director of Public Works

Print Name

Date:

EXHIBIT “B”

LABOR RATES -- 2016

VILLAGE OF GERMANTOWN

Annual Hourly Rates

POSITION DESCRIPTION

2016

Director of Public Works	\$72.21
Village Engineer	\$60.83
Project Engineer	\$52.40
Engineer Tech III / Land Surveyor	\$45.97
Land Surveyor/Survey Crew w/Robot	\$133.66
Highway Superintendent	\$52.09
Zoning Administrator/Planner	\$59.18
Civil Engineer	\$38.79
Record Drawing Documentation Preparation	\$46.14
Construction Inspection	\$46.14
Highway Maintenance Worker II	\$43.70
Highway Operators (Traffic Signals)	\$50.74
Water Superintendent	\$52.09
Waste Water Superintendent	\$52.09
Utility Operator	\$44.83
Clerical	\$35.34

EXHIBIT “C”

EXHIBIT C

LEGAL DESCRIPTION

Parcel I:

That part of Outlot Three (3) in Assessor's Plat of the Village of Germantown, Northwest 1/4 of the Southeast 1/4 of Section 22, Town 9 North of Range 20 East, Washington County, Wisconsin, described as follows, viz:

Commencing at the center of said Section 22; thence South 88°33'42" West along the North line of the Southwest 1/4 of said Section, 135.00 feet to a point; thence South 01°58'28" East along the East line of Squire Drive, 240.00 feet to the point of beginning of the land to be described; thence North 88°33'14" East, 135.00 feet to a point on the North-South 1/4 line of said Section; thence North 88°37'44" East, 371.13 feet to a point, said point being the Southeast corner of Certified Survey Map No. 2386; thence South 01°24'56" East, 12.49 feet to a point; thence South 63°30'56" East, 213.52 feet to a point; thence North 26°29'04" East, 150.00 feet to a point; thence South 63°30'56" East 274.54 feet to a point; thence North 26°29'04" East, 60.00 feet to a point; thence South 63°30'56" East, 60.00 feet to a point; thence North 26°29'04" East, 60.00 feet to a point in the Southwesterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence South 63°30'56" East along said right of way line, 383.50 feet to a point; thence South 01°56'58" East, 878.04 feet to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence South 88°35'23" West, 1208.33 feet to a point on the East line of Squire Drive, said point being 110.00 feet North 88°35'23" East of the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence North 01°58'28" West, 113.97 feet to a point; thence Northwesterly, 384.07 feet along the arc of a curve whose center lies to the West whose radius is 1186.28 and whose chord bears North 11°14'58" West, 382.39 feet to a point; thence North 20°31'28" West, 458.55 feet to a point; thence North 14°49'57" West, 168.40 feet to the point of beginning; EXCEPTING THEREFROM the following described real estate:

Commencing at the Northwest corner of said Southeast 1/4 Section; thence South 01°58'28" East along the West line of said Southeast 1/4 Section, 240.00 feet to the point of beginning of the land to be described;

Thence North 88°37'44" East along the South line of Certified Survey Map No. 2386 and parallel with the North line of said 1/4 Section, 371.13 feet to a point; thence South 01°24'56" East, 12.49 feet to a point; thence South 63°30'56" East, 85.00 feet to a point; thence South 00°54'18" East, 880.31 feet to a point; thence North 89°09'27" West 320.90 feet to a point in the East line of Squire Drive; thence Northerly along said East line, 330.28 feet on the arc of a curve whose center lies to the Southwest whose radius is 1186.28 and whose chord bears North 12°31'24" West, 329.22 feet to a point; thence North 20°31'28" West along said East line, 458.55 feet to a point; thence North 14°49'57" West along said East line and parallel with the North line of said Southwest 1/4 Section, 135.00 feet to the point of beginning.

Note: The above excepted parcel is also known as Buildings 24, 26, 27, 28, 29 and 31 in Lake Park Extension, a recorded condominium; and Parcel 1 of Certified Survey Map No. 3501, recorded in the Washington County Registry on January 25, 1990 in Volume 21 of Certified Surveys on pages 168-172, as Document No. 554789.

TOGETHER WITH;

That part of Outlot Five in Assessor's Plat of the Village of Germantown, Northwest 1/4 of the Southeast 1/4 of Section 22, Town 9 North, Range 20 East, Washington County, Wisconsin, described as follows:

Commencing at the center of said Section 22, said point being South 88°37'57" West 2638.00 feet from the Northeast corner of said 1/4 Section; thence North 88°37'57" East along said North line 216.98 feet to a point; thence South 63°30'53" East along the Southwesterly line of said Outlot 5 a distance 389.49 feet to the point of beginning of lands hereinafter described; thence North 26°29'07" East 100.15 feet to a point on the Southwesterly line of lands described in Document No. 465242; thence South 63°30'53" East along said Southwesterly line 351.38 feet to a point; thence North 26°29'07" East along said Southwesterly line 20.00 feet to a point on the Southwesterly line of the Wisconsin & Southern Railroad lands; thence South 63°30'53" East along said Southwesterly line 3.62 feet to a point on the Southeasterly line of said Outlot 5; thence South 26°29'07" West along said Southeasterly line 120.15 feet to a point on the Southwesterly line of said Outlot 5; thence North 63°30'53" West along said Southwesterly line 355.00 feet to the point of beginning.

ALSO TOGETHER WITH;

That part of Outlot Three and Outlot Four in Assessor's Plat of the Village of Germantown, Northwest 1/4 of the Southeast 1/4 of Section 22, Town 9 North, Range 20 East, Washington County, Wisconsin, bounded and described as follows:

Commencing at the center of said Section 22, said point being South 88°37'57" West 2638.00 feet from the Northeast corner of said 1/4 Section; thence North 88°37'57" East along said North line 216.98 feet to a point; thence South 63°30'53" East along the Southwesterly line of Outlot 5 in said Assessor's Plat 370.02 feet to the point of beginning of lands hereinafter described; thence continuing South 63°30'53" East along said Southwesterly line 100.00 feet to a point; thence South 26°29'07" West 150.00 feet to a point; thence North 63°30'53" West 100.00 feet to a point; thence North 26°29'07" East 150.00 feet to the point of beginning.

Parcel II:
Outlot 5 of Assessor's Plat of the Northwest 1/4 and the Southeast 1/4 of Section 22, Town 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin.
Except that part taken in Award of Damages recorded as Document No. 465242.
ALSO EXCEPTING THEREFROM;

That part of Outlot Five in Assessor's Plat of the Village of Germantown, Northwest 1/4 of the Southeast 1/4 of Section 22, Town 9 North, Range 20 East, Washington County, Wisconsin, described as follows:

Commencing at the center of said Section 22, said point being South 88°37'57" West 2638.00 feet from the Northeast corner of said 1/4 Section; thence North 88°37'57" East along said North line 216.98 feet to a point; thence South 63°30'53" East along the Southwesterly line of said Outlot 5 a distance 389.49 feet to the point of beginning of lands hereinafter described; thence North 26°29'07" East 100.15 feet to a point on the Southwesterly line of lands described in Document No. 465242; thence South 63°30'53" East along said Southwesterly line 351.38 feet to a point; thence North 26°29'07" East along said Southwesterly line 20.00 feet to a point on the Southwesterly line of the Wisconsin & Southern Railroad lands; thence South 63°30'53" East along said Southwesterly line 3.62 feet to a point on the Southeasterly line of said Outlot 5; thence South 26°29'07" West along said Southeasterly line 120.15 feet to a point on the Southwesterly line of said Outlot 5; thence North 63°30'53" West along said Southwesterly line 355.00 feet to the point of beginning.

Parcel III:
All of Outlot Four (4) and that part of Outlot Three (3), all in Assessor's Plat of the Village of Germantown, Northwest 1/4 of the Southeast 1/4 of Section 22, Township 9 North of Range 20 East, Washington County, Wisconsin, bounded and described as follows:

Commencing at the center of said Section 22, Town 9 North of Range 20 East; thence east along the North line of said Southeast 1/4 Section and on the center line of Main Street 217 feet; thence South 62°06' East (measured South 63°30'56" East) 177.05 feet to the place of beginning of the parcel to be described; thence South (measured South 01°24'56" East), 169.75 feet to a point; thence South 62°06' East (measured South 63°30'56" East), 213.52 feet to a point; thence North 27°54'00" East (measured North 26°29'04" East), 150.00 feet to a point; thence North 62°06' West (measured North 63°30'56" West), 292.95 feet to the place of beginning.

EXCEPTING THEREFROM;
That part of Outlot Three and Outlot Four in Assessor's Plat of the Village of Germantown, Northwest 1/4 of the Southeast 1/4 of Section 22, Town 9 North, Range 20 East, Washington County, Wisconsin, bounded and described as follows:

Commencing at the center of said Section 22, said point being South 88°37'57" West 2638.00 feet from the Northeast corner of said 1/4 Section; thence North 88°37'57" East along said North line 216.98 feet to a point; thence South 63°30'53" East along the Southwesterly line of Outlot 5 in said Assessor's Plat 370.02 feet to the point of beginning of lands hereinafter described; thence continuing South 63°30'53" East along said Southwesterly line 100.00 feet to a point; thence South 26°29'07" West 150.00 feet to a point; thence North 63°30'53" West 100.00 feet to a point; thence North 26°29'07" East 150.00 feet to the point of beginning.

Source of Legal Description:

Boundary survey prepared by Donald C Chaput, Professional Land Surveyor S-1316 dated October 20, 2015.

XI. A

**VILLAGE OF GERMANTOWN
BUSINESS OF THE VILLAGE BOARD**

MEETING DATE: August 15, 2016

PLACEMENT New Business

ITEM TITLE: 2017 COW Budget Meetings

SUBMITTED BY: Kim Rath, Finance Director

SUMMARY EXPLANATION:

Attached is the 2017 Budget Process Calendar. The Committee of the Whole meeting dates need to be scheduled.

ATTACHMENT: ORDINANCE____ RESOLUTION ____ OTHER _XX

Budget Calendar

RECOMMENDATION:

ACTION BY Committee

2017 BUDGET CALENDAR

Monday August 1, 2016	Budget materials distributed to Departments
Friday August 19, 2016	Budget Materials to be returned to Finance Director
August 29 - Sept 5th	Administrator & Finance Director meeting with departments
September 14, 2016	Proposed Budget distributed to Village Board
	Committee of the Whole Reviews:
	Village Board, Administration, Clerk, Finance, Assessor, Data Processing, General Government, Building Inspection, Library, Library Board Accounts, Recreation, Recreation Facility Fund, Senior Center, Planning, Municipal Development, Impact Fees, Senior Van, Historic Preservation, Health & Dental.
	DPW Administration/Engineering, Building & Grounds, Highway, Parks, Recycle, Water, Sewer, TIF's 4 & 6 + Capital for each department
	Police, Emergency Government, Canine Fund, Asset Forfeiture, and Fire Department + Capital for each department
	Wrap up if needed
October 26, 2016	Send Public Hearing Notice to newspaper for publication on November 2, 2016 – Fifteen days prior to hearing date
November 21, 2016	Public Hearing

XI.C

**BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: August 15, 2016

AGENDA ITEM: New Business

ITEM TITLE: Award of Contract – TID No. 6
Nimitz Court Street Lighting
Project No. 1406

SUBMITTED BY: John Laning, P.E., Village Engineer

SUMMARY EXPLANATION:

Staff is requesting approval of the lowest bid received for the TID No. 6 Nimitz Court Street Lighting Project No. 1406. The lowest responsible bidder for this project is Outdoor Lighting Construction Company, Inc. whose bid was \$ 45,708.50

This project consists of the installation of five (5) street lights with associated in-duct wiring, pull boxes, and control cabinet, for the Willow Creek Business Park Project.

Outdoor Lighting Construction Company has performed work for the Village in the past. Staff has had a positive working experience with this contractor, who has proven to be capable of this type of work.

1. ATTACHMENTS:

A. Summary of Bids (1 pg)

STAFF RECOMMENDATION TO COMMITTEE:

Recommend to Village Board to award a contract to Outdoor Lighting Construction Company, Inc. for \$45,708.50 funded by the following account:

Account No.	46-574-530-4500	\$ 45,708.50
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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.

EXHIBIT "A"

TID No. 6
Nimitz Court Street Lighting
Project No. 1406

Bid Opening Date: July 25, 2016

Engineer's Estimate: \$ 50,000

Bid Tabulation:

CONTRACTOR	BID
1. Outdoor Lighting Construction Company	\$ 45,708.50
2. Vinii	\$ 49,363.00

XI. D

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. ____-16

AN ORDINANCE CREATING SECTION 7.061 OF THE GERMANTOWN MUNICIPAL
CODE TO PROHIBIT COMPRESSION BRAKING WITHIN THE VILLAGE

WHEREAS, Wis. Stat. § 61.34 grants the Village the power to regulate highways and streets within the Village for the health, safety, welfare and convenience of the public within the corporate limits; and

WHEREAS, the Village Board, having previously adopted Chapter 7 of the Municipal Code of Germantown, regulates the highways and streets within the Village; and

WHEREAS, the Village Board finds that the use of engine or compression braking within the Village creates unnecessary noise within the Village which creates disturbances and causes distractions on the roads; and

WHEREAS, the regulation of compression braking within the Village promotes the health, safety and welfare of the Community;

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I:

Section 7.061 of the Municipal Code of the Village of Germantown is hereby created to read as follows:

7.061 Compression brakes prohibited

(1) No person shall use motor vehicle brakes which are in any way activated or operated by the compression of the engine of any motor vehicle.

(2) It shall be an affirmative defense to prosecution under Sub. (1) that the compression brakes were applied in an emergency and were necessary to prevent immediate danger to life or property.

SECTION II:

The Director of Public Works is hereby authorized and directed to erect appropriate traffic signals reflecting the prohibition specified in Section I.

SECTION III:

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION IV:

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION V:

This ordinance shall take effect and be in full force upon its passage and the day after publication.

Introduced by Trustee:

Adopted:

Vote: Ayes:

Nays:

Absent:

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney