

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, March 20, 2017 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. **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.
- VI. **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)
- VII. **CONSENT AGENDA:**
 - A. Accounts payable/payroll
 1. February 2017 Accounts Payable \$ 24,949.31
 2. March 10, 2017 Accounts Payable \$ 515,847.19
 3. March 8, 2017 Payroll (hourly) \$ 204,340.97
 4. March 15, 2017 Payroll (salary) \$ 89,589.00
 - B. Operator Licenses: March 21, 2017 to June 30, 2017:
Julia M. Allen, Joshua A. Biesel, Mark E. Brent, Perez G. Cibicue, Colleen M. Hettiger, Rebecka J. Seflow [Recommended Approval]
The following items were forwarded from the Public Safety Committee with a unanimous recommendation:
 - C. Request Approval to Purchase 36 S&W M&P 2.0 9mm Handguns, with Night Sights at \$399 Per Gun from Buds Police Supply for a Total of \$14,364 for the Initial Purchase. A Credit Will be Received for trade-ins in the amount of \$9,180. Funds to be allocated from Acct. #10-521-570-8100 [Recommended Approval]

VII. CONSENT AGENDA continued:

The following items were forwarded from the Public Works Committee with a unanimous recommendation:

- D. Request Approval to Contract with Integrity Roofing to Provide Labor and Materials to Roof the Following Locations, For A Cost Not to Exceed: DPW (\$4,785), Bell Museum (\$18,850) And Police Dept. (\$22,550). Funding to Be Allocated from The Following Budgeted Accounts: DPW (\$5,000) 10-519-570-8242, Bell Museum (\$20,000) 10-519-570-8425 And P.D. (25,000) 10-519-570-8221 [Recommended Approval]
- E. Request Authorization to Purchase Two Kubota ZD1211 R60R 60" Zero Turn Lawn Mowers from Lochen Equipment in The Amount Not to Exceed \$26,160.00. Funds to Be Allocated from Acct. #10-553-570-8100. [Recommended Approval]
- F. Request Authorization to Purchase One Western Star Patrol Truck from Truck Country for An Amount Not to Exceed \$187,550.25. Funds to Be Allocated from Acct. #40-542-570-8520. [Recommended Approval]
- G. Request Authorization to Purchase One 3/4 Ton Pickup Truck from Ewald Automotive for An Amount Not to Exceed \$38,825.00 And Allow the Remainder of Budgeted Funds to Be Used for Additional Equipment for A Total Cost Not to Exceed the Budgeted Amount Of \$40,000.00. Funds to Be Allocated from Acct. 40-553-570-8520 [Recommended Approval]
- H. Request Approval to Contract Colorful Concrete Solutions for An Amount Not to Exceed \$6,367.00 For the Installation of An Epoxy Floor in The Kinderberg Park Pavilion. Funds to Be Allocated from Acct. #10-553-570-8100 [Recommended Approval]
- I. Request Approval to Contract Mr. Holland's Heating and Air for An Amount Not to Exceed \$22,000 For the Replacement of Four Furnaces and Air Conditioner Units at Village Hall. Funds to Be Allocated from Acct. #10-519-570-8201 [Recommended Approval]
- J. Request Approval to Contract Cintas For the Inspection of Alarms, Extinguishers, And Fire Flow at A Cost Of \$6,952.75. Funds to Be Allocated from The Building Acct. Where the Building Location for Inspection or Work Is Being Done. [Recommended Approval]
- K. Request Approval to Contract Wachtel Tree Science to Provide Specific Consultation Services as It Relates to The Handling of The Emerald Ash Borer (EAB) At A Cost Not to Exceed \$15,000. Funds to Be Allocated from Acct. #10-553-530-5290 [Recommended Approval]
- L. Request Approval of the 2016 MMSD Chapter 13 Annual Report and Authorize Signature by The Village President for Submission To MMSD.
- M. Request Authorization to Adopt the **ORDINANCE NO. 03-17** Revision for Chapter 27.07(1) "Post-Construction Stormwater Management" To Reflect MMSD Current Rainfall Distribution Requirements [Recommended Approval]

VIII. UNFINISHED BUSINESS: None

IX. 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

X. NEW BUSINESS:

- A. **RESOLUTION NO. 10-17 A Resolution Authorizing the Director of Public Works to Apply for an Urban Nonpoint Source & Stormwater management Program Planning Grant**
- B. Request Authorization to Award Contract for Park Avenue Sanitary Sewer
- C. Amendment to Saxony Village Development Agreement
- D. Christian Tscheschlok From Economic Development Washington County - (Project Advance) And Potential Development Incentive. The Village Board May Enter into Closed Session Per Wi. Stats. §19.85(1)(E) For the Purpose of Deliberating or Negotiating the Purchase of Public Properties, The Investing of Public Funds, Or Conducting Other Specified Public Business, Whenever Competitive or Bargaining Reasons Require a Closed Session and May Re-Enter Open Session to Take Such Action as It Deems Appropriate.

XI. ADJOURNMENT

The next Village Board meeting will be on April 17, 2017 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.

AN ORDINANCE AMENDING SECTION 27.07 RELATING TO
THE ADOPTION OF CERTAIN ADDITIONAL TECHNICAL
STANDARDS FOR STORMWATER MANAGEMENT

WHEREAS, the Village Board previously adopted Section 27.07 of the Municipal Code which adopts certain technical standards for stormwater management facilities within the Village; and

WHEREAS, the Village Board, upon the recommendation of Village engineering staff and reflecting updated Milwaukee Metropolitan Sewerage District requirements certain technical standards need to be updated; and

WHEREAS, the regulation of stormwater management facilities 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 27.07 of the Germantown Village Code, is amended to read as follows (Note: Additions are underlined; Deleted text is ~~struck through~~):

27.07 TECHNICAL STANDARDS.

The following resources and the methodologies contained therein are hereby adopted by reference in their entirety, and shall be used in designing the water quality, peak flow control, and infiltration components of stormwater practices needed to meet the water quality standards of this chapter:

- (1) Village of Germantown Stormwater Management Requirements, as promulgated and amended from time to time by the Village of Germantown Engineering Department, and as shall be approved by the Public Works Committee of the Village Board. (Runoff rates and quantities shall be analyzed using methodology as described in Urban Hydrology for Small Watersheds, USDA SCS Technical Release TR-55, using either the SEWRPC 2006 Regional Rainfall Distribution the Type II 24-hour rainfall distribution or the 24-hour NRCS MSE3 Distribution.)
- (2) MMSD Chapters 2 and 13.

- (3) Technical standards identified, developed or disseminated by the Wisconsin Department of Natural Resources under Wis. Adm. Code Subch. V of NR Ch. 151.
- (4) In this chapter, the Village of Germantown design storm shall be based on SEWRPC Technical Report No. 40, Rainfall Frequency in the Southeastern Wisconsin Region (latest edition.)

SECTION II:

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 III:

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

SECTION IV:

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

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

X-A

MEETING DATE: March 20, 2017

AGENDA ITEM: New Business

ITEM TITLE: Resolution Authorizing the Director of Public Works to Apply for an Urban nonpoint Source & Stormwater management Program Planning Grant

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

SUMMARY EXPLANATION:

The Department of Public Works wishes to apply for a Grant from the WIDNR to assist with the cost in Developing an "Urban Nonpoint Source & Storm Water Program Plan". This Resolution is required as part of the Grant Application Documents.

ATTACHMENT: ORDINANCE____ RESOLUTION X OTHER ____

RECOMMENDATION:

The Director of Public Works recommends the Village Board approve the Resolution.

COMMITTEE ACTION:

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

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. 10-17

**RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO APPLY FOR AN
URBAN NONPOINT SOURCE & STORMWATER MANAGEMENT PROGRAM PLANNING
GRANT**

WHEREAS, the Village of Germantown is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control urban storm water runoff pollution sources (as described in the application and pursuant to ss.281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and,

WHEREAS, a cost-sharing grant is required to carry out the project:

THEREFORE BE IT RESOLVED, that the Village of Germantown Village Board,

HEREBY AUTHORIZES, the Village's, Director of Public Works to act on behalf of the Village of Germantown to:

Submit and sign an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;

Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;

Submit reimbursement claims along with necessary supporting documentation;

Submit signed documents;

Take necessary action to undertake, direct and complete the approved project; and

Be it Further Resolved that the Village of Germantown intends on allocating its share of the project costs in upcoming budgets.

BE IT FURTHER RESOLVED that the Village of Germantown shall comply with state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant documents.

Introduced by: _____
Adopted: _____
Vote: Ayes: Nays: Absent:

Dean M. Wolter, Village President

ATTEST:

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

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

X-B

MEETING DATE: March 20, 2017

AGENDA ITEM: New Business

ITEM TITLE: Award of Contract – Park Avenue Sanitary Sewer Relay
Project No. 1612

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

SUMMARY EXPLANATION:

Rationale:

This project consists of the relay of the existing 8” sanitary sewer main with the installation of approximately 730 L.F. of 8” PVC sanitary main along with accompanying manholes and sanitary sewer services.

This work is being performed prior to the WisDOT pavement rehabilitation (mill and overlay) project slated for STH 145 (Fond du Lac Avenue).

Summary of Bids:

1)	American Sewer Services	\$ 194,377.50
2)	Advance Construction	\$ 200,738.00
3)	Globe Contractors	\$ 209,950.00
4)	Wilkomm Excavation and Grading	\$ 298,358.25

Fiscal Impact:

Construction Contract:	\$ 194,377.50
Contingency (10%):	<u>\$ 19,437.75</u>

TOTAL: \$ 213,815.25

Source of Funds:

Waste Water Utility Account No. 60-180-183-3130

Award of Contract:

The apparent low bidder for this project is American Sewer Services, whose bid was \$ 194,377.50 which falls within the estimated budgeted amount of \$ 228,000.00

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

RECOMMENDATION:

Recommend to Village Board to award a contract to American Sewer Services, who was the lowest responsible bidder, in the amount of \$ 256,177.40

COMMITTEE ACTION:

During its March 7, 2017 meeting, the Public Works & Highway Committee advanced this project to the Village Board with a recommendation to award the Park Avenue Sanitary Sewer Relay project to American Sewer Services for a total bid amount of \$ 194,377.50 and to include staff recommendation of a 10% contingency on the project, for a total project amount of \$ 213,815.25 Funds to be allocated from account No. 60-180-183-3130

Motion at Committee : Aye – 3, Nay – 1

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

X-C

MEETING DATE: March 20, 2017

AGENDA ITEM: New Business

ITEM TITLE: Revisions to Approved Development Agreement Saxony Village

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

SUMMARY EXPLANATION:

The Development Agreement for Saxony Village Residential Facility was originally approved at the August 15, 2016 Village Board Meeting and re-approved for changes to project phasing at the September 19, 2016 Village Board Meeting. The Agreement has never been executed by the Developer or the Village. The Developer and the Village have agreed to eliminate the proposed 15" & 18" diameter sanitary sewer proposed to transverse southerly along the western property line of the development. In its place the Village will relay the sanitary sewer on Main Street to accommodate the increased flow from Gehl Foods Company and eliminate a sag in the existing sanitary sewer. The elimination of the sanitary sewer also eliminates the need for the increased pathway width for sewer cleaning jet truck access.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- 1) Revised Development Agreement for eliminating 15" & 18" sanitary sewer within 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 ~~Phase No. 2~~

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~~ to proposed manholes no. 1 & 2 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:	\$ 174 <u>218</u> .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 <u>3,932</u> .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 two one~~ phases. ~~Phase No. 2 will continue water main from the termination point of Phase No. 1 and complete as per approved plans. In addition, public sanitary sewer will be constructed in Phase No. 2.~~ 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.

STATE OF WISCONSIN)
) SS
 COUNTY)

| Personally came before me this ____ day of _____, 20167, 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~~7~~, 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**

revised 3/16/2017

APARTMENT DEVELOPMENT AGREEMENT

<u>ITEM DESCRIPTION</u>	<u>BASIS</u>	<u>ESTIMATED AMOUNT</u>
Sanitary Sewer System	1.03	\$156,437.00
Water System	1.02	\$172,390.00
Street Signs	1.08	\$200.00
SUB-TOTAL		\$329,027.00
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		\$335,027.00
* Amount to be Paid at Time of Signing of Development Agreement		\$6,000.00
INITIAL LETTER OF CREDIT AMOUNT		\$329,027.00

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 @ \$3,932 / REC)	4.02
Water (1 REC @ \$832 / REC)	4.02
Fire (1 REC @ \$218.00 / 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 -- 2017

VILLAGE OF GERMANTOWN

Annual Hourly Rates

POSITION DESCRIPTION	2016	2017
Director of Public Works	\$72.21	\$73.65
Village Engineer	\$60.83	\$62.05
Project Engineer	\$52.40	\$53.45
Engineer Tech III / Land Surveyor	\$45.97	\$46.89
Land Surveyor/Survey Crew w/Robot	\$133.66	\$136.33
Highway Superintendent	\$52.09	\$53.13
Zoning Administrator/Planner	\$59.18	\$60.36
Civil Engineer	\$38.79	\$39.57
Record Drawing Documentation Preparation	\$46.14	\$47.06
Construction Inspection	\$46.14	\$47.06
Highway Maintenance Worker II	\$43.70	\$44.57
Highway Operators (Traffic Signals)	\$50.74	\$51.75
Water Superintendent	\$52.09	\$53.13
Waste Water Superintendent	\$52.09	\$53.13
Utility Operator	\$44.83	\$45.73
Clerical	\$35.34	\$36.05

NOTE: 2017 rates reflect a 2% increase to the 2016 wages.

EQUIPMENT RATES -- 2017

VILLAGE OF GERMANTOWN

Annual Hourly Rates

EQUIPMENT DESCRIPTION	2016	2017
Cruz-Air	\$62.20	\$64.07
Case Backhoe & Loader	\$36.72	\$37.82
Michigan Loader	\$46.92	\$48.33
Case/John Deer Loader/Snow Plow	\$79.56	\$81.95
Case/John Deer Loader/Snow Blower	\$108.12	\$111.36
Single Axle Dump Truck (5yd)	\$33.66	\$34.67
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$54.06	\$55.68
Tandem Axle Dump Truck	\$44.88	\$46.23
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$66.30	\$68.29
4 Wheel Oshkosh w/Plow/Wing/Sander	\$108.12	\$111.36
1-Ton Patrol Truck (2-3 yd)	\$25.50	\$26.27
1-Ton Truck w/Plow	\$31.62	\$32.57
Truck w/Water Jetter w/Aux. Power Unit	\$51.00	\$52.53
Aerial Lift Truck	\$63.24	\$65.14
Pickup Truck	\$19.89	\$20.49
Pickup Truck w/Plow	\$28.56	\$29.42
Self Propelled Vibrating Roller	\$38.76	\$39.92
Self Propelled Non-Vibratory Roller	\$35.70	\$36.77
185 cfm Air Compressor (Portable)	\$28.56	\$29.42
Street Sweeper 40 Hp w/Front Mounted Broom	\$37.74	\$38.87
Vacuum Sweeper	\$83.64	\$86.15
Vac All	\$87.72	\$90.35
Sewer line Televising Truck	\$118.32	\$121.87
Combination Sewer Machine (pipe jetter & vac)	\$142.80	\$147.08
Mini Excavator	\$50.00	\$51.50
Skid Steer Loader w/Bucket	\$32.64	\$33.62
Skid Steer Loader w/Snow Blower/Broom	\$35.70	\$36.77
Tar Kettle	\$34.68	\$35.72
Motorized Mower (24" & Under)	\$13.52	\$13.93
Motorized Mower (25"-47")	\$18.87	\$19.44
Motorized Mower (48" & larger)	\$21.93	\$22.59
Tractor w/Sickle or Flail Mower	\$46.92	\$48.33

Chain Saw	\$12.50	\$12.88
Hydraulic Saw	\$12.50	\$12.88
Hydraulic Pruner	\$12.50	\$12.88
Chipper	\$40.80	\$42.02
Generator (225 Kw)	\$58.14	\$59.88
Generator (Under 10 Kw)	\$25.50	\$26.27
Trailer Mounted Vacuum Excavator	\$85.68	\$88.25
6 " Pump/Hose	\$31.62	\$32.57
4" Pump/Hose	\$26.52	\$27.32
3" Pump/Hose	\$21.93	\$22.59
Barricades-----DAILY COST	\$3.06	\$3.15
Traffic Control Signs-----DAILY COST	\$1.53	\$1.58
NOTE: 2017 rates reflect a 3% increase of 2016 rates		

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.