

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, April 3, 2018** *****5:30 P.M.*****

LOCATION: **Germantown Village Hall Board Room**

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **ROLL CALL:** Chairman Kaminski, Trustees Campbell, Warren and Zabel
- III. **APPROVAL OF MINUTES:** March 6, 2018
- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- V. **NEW BUSINESS:**
 - A. Authorization to Pay Invoice – CTW Corp. – Repair at Well #11
 - B. Consideration of Quote – Fabick Cat – New Automatic Transfer Switch – Well #7
 - C. Consideration of Proposal – Frank Giltzer Electric – Installation of Transfer Switch – Well #7
 - D. Authorization to Purchase – Crack Filling Material
 - E. Discussion/Recommendation – Proposed Wrenwood Development – Required Public Improvements
 - F. Award of Contract – Country Aire/Mequon Road Water Main Extension & Relocation
 - G. Discussion/Recommendation – Top Leaf Development (Harvest Hills) – Required Public Improvements
 - H. Developer Agreement – Rainbow Childcare Center of Germantown – Review & Possible Action
- VI. **NEXT MEETING DATE:** Set May, 2018 Meeting Date and Time
- VII. **ANNOUNCEMENTS:**
- VIII. **ADJOURNMENT:**

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

*** Notice is given that a majority of the Village Board may attend this meeting to gather information about an agenda item over which they have decision making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v. Greendale Village Board, even though the Village Board will not take formal action at this meeting.

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

March 6, 2018

Village Hall Board Room

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

ROLL CALL: Chm. Kaminski, Trustee Members Campbell, Warren (absent & excused) and Zabel. Also present were Dir. Ratayczak and Secretary Wick.

PREVIOUS MINUTES: **MOTION made by Zabel, seconded by Campbell to approve the minutes of February 5, 6, & 19, 2018.**

Motion carried unanimously.

PUBLIC COMMENT: None

CONSIDERATION OF UTILITY CREDIT – N104 W16300 HEDGE WAY: An email request was submitted to the Director of Public Works requesting consideration of a utility credit toward the property owner's 4th quarter, 2017 sewer and water utility billing. An employee of the Water Utility Dept. was sent to the residence and it was determined the homeowner had a leak in their water softener. The softener was put into by-pass mode and a new meter was installed. A follow-up meter reading indicated usage appeared to be back to a normal range. Dir. Ratayczak provided calculations of usage and it was found an estimated over average use was 105,000 gallons during the 4th quarter time period. The Committee concurred the softener was leaking and the water went through the meter and was processed through the sanitary sewer system. The original meter tested fine and the new meter was averaging normally. Suggested was the property owner being allowed to pay the total invoiced amount over a period of one year with no interest accrued.

MOTION made by Zabel, seconded by Campbell authorizing staff to deny the request by Brian & Anna Gresser, N104 W16300 Hedge Way, for a reduction of their 4th quarter sewer and water invoice and allow the homeowner to make payments over the course of one (1) year with no interest accrued.

Motion carried unanimously.

DISCUSSION/AUTHORIZATION – ODOR CLAIM – W140 N10337 FOND DU LAC AVENUE: Dir. Ratayczak gave a brief history of an odor claim submitted by the property owners at W140 N10337 Fond du Lac Avenue to include costs incurred during the investigation and mitigation of an odor within the home. It was speculated the cause of the odor was due to the Village's 48" sanitary sewer interceptor pipe which was lined and spanned the front of the fore mentioned property. The homeowners hired a plumbing company who investigated the source of the odor inside their home by completing a smoke test and other ways of detecting the odor to no success. Staff reached out to Visu Sewer, contractor of the re-lining project who stated there were no issues during the re-lining. Staff also entered the home and provided testing of potential detection of the odor within a 24 hours period in which there was no reading of gases dangerous to the occupants. The homeowners installed a running trap through the basement floor which will trap water blocking gases to the interior plumbing in the home. Dir. Ratayczak hoped the Insurance Company through their investigative methods would be able to determine what would have caused the odor.

Don Schulteis, W140 N10337 Fond du Lac Avenue, stated himself and wife had been long time residents of the community and resided in their home since 1970. He noted his wife would be answering most of the Committee's questions as he was not at home during the time frame of most gas smell occurrences.

Mary Schulteis, W140 N10337 Fond du Lac Avenue, clarified the following occurrences;

- The odor started September, 2017; not when the sanitary sewer was re-lined in March, 2016;
- The Schulteis' did have problems when the sanitary sewer was being relined. All drain lines within the home were drained during the re-lining process and they experienced an acetone odor in the house; Randal Hoffman from Visu Sewer witnessed the occurrence and stated this should not have happened;
- Prior to the re-lining the Schulteis' had sewer backup in the basement which Visu Sewer cleaned up and replaced carpets;
- The Village's Insurance Company did contact the Schulteis' but the Schulteis' chose not to answer any of the Insurance Companies questions until after the Public Works and Highway Committee meeting;
- Regarding the recommendation to add a short section of pipe on their roof vent, the Schulteis were told by two plumbers that this would not solve the problem.
- The timeline presented to the Committee showed the odor did not occur every day. Mrs. Schulteis felt the 24 hour gas monitor test may not have detected a gas odor as it did not surface every day. When the occurrence was happening, it was between the hours of 5:30 a.m. to 7:30 a.m. and again at the same time in the evening when usage was high. The odor would dissipate during the day; The Village requested a second smoke test which was negative for any odor in the house. Televising showed the plumbing from the home to the interceptor was intact. The running trap did its job and there is no sewer smell in the house since Nov. 2017.
- Whatever caused the Village to re-line the interceptor sewer in the first place might be causing the problems. The Schulteis' stated they could never sell their home with a running trap and were concerned with keeping a running trap in their home.
- The Schulteis' questioned what the Village planned to do to correct the problem and to re-coop their expenses incurred while proving that their home was not the problem. Mrs. Schulteis had the following questions; Waste Water Supt. Zimmerman provided answers after each question.
 - Have there been any recent inspections of the interceptor sewer and lining in regards to their lateral connection to the interceptor?
W.W. Supt. Zimmerman: Yes. Mid City ran a camera from the Schulteis cleanout all the way out to the interceptor sewer connection point. Video records are on file from Visu Sewer when the lateral was re-instated. There had been no inspection since the Schulteis had the odor problem. At the request of the Schulteis', Mid City Plumbing had looked at the connection from the home up to the interceptor connection point.
 - How long is the lining expected to last?
W.W. Supt. Zimmerman: It is expected to exceed a one hundred year life cycle.
 - Whatever caused the sanitary sewer to deteriorate in the first place, has it been eliminated from the sewage discharge;

W.W. Supt. Zimmerman: The interceptor sewer was relined with a plastic liner so the sewage was no longer running along a concrete surface. The liner is impervious to hydrosulfate deterioration. The liner is not expected to be televised for another 10 years. If there were problems in the interceptor itself, staff would know about it.

- How many more homes/businesses are to be added to the sanitary sewer interceptor therefore increasing the pressure going past their home;

Dir. Ratayczak: There is no pressure in a gravity sewer pipe. It is opened up to the atmosphere. Storm sewer grates were installed on several of the sanitary sewer manholes particularly the one in front the Schulteis driveway. There was no airflow coming out from the storm sewer grates.

W.W. Supt. Zimmerman: Four manholes were vented upstream of the Schulteis connection point and four manholes downstream. The manhole at the Schulteis driveway was a fully wide open storm inlet. There was no air coming out of those grates. Supt. Zimmerman noted there were days when you couldn't smell the odor in the basement but could smell it when walking into the home via the garage door. Mid City Plumbing and himself were in the attic area where the last piece of cast iron was evident and everything was fine. The strongest concentration of an ammonia type smell was in the basement, in a wall pocket where the soil stack went up which was in the area of a shower and bathroom. Waste Water staff ran a triple gas meter in the area and it read zero parts per million over a 24 hour period. No flammables, no hydrogen sulfide, no lack of oxygen, no carbon monoxide, or carbon dioxide. Supt. Zimmerman stated he could not explain why, if it was sewer gas, how the odor was getting into the house. The interceptor sewer which is running at 1/3 capacity was sized to service the entire Village of Germantown toward the corporate limits near Cabelas. The interceptor sewer has corroded due to the head space in the pipe which had allowed the gas to escape from the sewage. The hydrogen sulfide gas reacted to the concrete and formed hydrochloric acid which then ate at the concrete pipe. The Village was being proactive in sizing the interceptor sewer for a lifetime. The Village did not grow as anticipated therefore not meeting its capacity and causing the deterioration of the concrete.

In speaking with others, Mrs. Schulteis stated they were surprised that the Schulteis were directly connected into the interceptor sewer. *Supt. Zimmerman stated it was not a common practice to install someone directly into the interceptor sewer. When the interceptor was installed, direct connects were done. There are approximately 60 residents/businesses that are directly connected to the interceptor. Today the WDNR would not allow a direct connection. A separate 8"-10" line allows easier access for maintenance.*

Trustee Zabel noted he had only heard odor complaints from the area of Fond du Lac Avenue and nowhere else. Supt. Zimmerman noted he received the most sewer gas complaints from homes with septic conversions. When the Schulteis' connected to the interceptor sewer, they were proactive and replaced all of their plumbing under the floor.

Trustee Zabel added when the pipe was being cleaned and the liner installed, there was a drawdown of water from the system. Every time he had dealt with this scenario the stack or venting system did not allow the air to flow from the house and flow out. Discussion followed on different scenarios'.

Mary Schulteis stated as of November 13, 2017 when department staff plugged the lateral exiting the house, there was no sewer smell at all. The running trap was installed and there had not been any odor since.

Dir. Ratayczak stated by submitting the odor claim to the Village's Insurance Company, it may provide other independent, expert sources help determine the cause of the odor in the Schulteis residence. Any reports received from the Insurance Company would be shared with the Schulteis' and the Committee.

AUTHORIZATION TO REPLACE EXISTING PANEL VIEW – WELL #4:

MOTION made by Kaminski, seconded by Campbell to postpone action on the topic of replacing the existing panel view at Well #4 until further notice.

Motion carried unanimously.

AUTHORIZATION TO REPROGRAM NEW PANEL VIEW – WELL #4:

MOTION made by Kaminski, seconded by Zabel to postpone action on the topic of reprogramming the new panel view at Well #4 until further notice.

Motion carried unanimously.

AUTHORIZATION TO PURCHASE – REPLACEMENT PUMP – LIFT STATION #7:

Supt. Zimmerman explained with the complete failure of a pump at Lift Station #7 it was no longer an option to be rebuilt. A new pump with warranty would be \$12,400.

MOTION made by Zabel, seconded by Campbell to forward to the Village Board with a positive recommendation authorizing the purchase of a Flygt NP-3135, 20 horsepower submersible sewage pump from Xylem Water Solutions USA for an amount not to exceed \$12,400.00. Funds to be allocated from Acct. #60-1800-184-3230.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT – FURNACES – VILLAGE HALL:

MOTION made by Zabel, seconded by Campbell to forward to the Village Board with a positive recommendation to contract Mr. Holland's Heating and Air for an amount not to exceed \$24,767.00 for the replacement of four furnaces at Village Hall. Funds to be allocated from Acct. #10-519-570-8201.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT – ROOF REPLACEMENT – SCHOENLAUFFEN

PARK: Supt. Olszewski reported as part of the 2018 Budget, \$15,000 was allocated for the replacement of the roof on the shelter at Schoenlauffen Park. Presented were three bids ranging from \$6,579 to \$7,461. The remainder of the budgeted funds would be used to power wash and

seal the exposed ceiling and beams and also repair the fascia on the shelter. Comparable pricing for additional work will be obtained by various contractors.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation to contract Murphy's Exterior Construction for the roof replacement at Schoenlauffen Park (\$6,579.04) and, associated work to include power washing and sealing of exposed ceiling/beams and repairs to the fascia for a total budgeted amount not to exceed \$15,000. Staff shall report back to the Committee with final costs. Funds to be allocated from Acct. #10-553-570-8100.

Motion carried unanimously.

AUTHORIZATION TO CONTRACT – SIDING & DORMER REPAIRS – VILLAGE HALL: Supt. Olszewski presented bids received ranging from \$5,740.89 to \$17,270 for the repair of the dormers and siding at Village Hall, and use the balance of the budgeted funds for spot repairs on the overhang at the employee entrance to Village Hall.

MOTION made by Zabel, seconded by Campbell to forward to the Village Board with a positive recommendation to contract Murphy's Exterior Construction for the siding and dormer repairs at Village Hall (\$5,740.89) and, associated work to include spot repairs on the overhang at the employee entrance at Village Hall for a total budgeted amount not to exceed \$10,000. Staff shall report back to the Committee with final costs. Funds to be allocated from Acct. #10-519-570-8201.

Motion carried unanimously.

DISCUSSION/ACTION – USE OF PRIVATE CONSULTANTS – ENGINEERING DEPARTMENT: Dir. Ratayczak requested authorization to solicit and hire private consultants for select projects within the Engineering Department. Due to the vacancy of the Village and Civil Engineer positions, it had become necessary to consider a private firm for select projects within the department. An example of projects included; P.D. Impound Building, Sewer and Water Design for TIF #7 along Goldendale Road and, design of the proposed Sewage Pump Station near Mequon & Country Aire. Dir. Ratayczak would determine the need for the hiring of consultant firms with the approval of the Village Administrator. Upon approval Dir. Ratayczak would monitor funds made available from wage savings from the vacant positions and other funds available to pay consultant engineering firms. Discussion followed.

MOTION made by Zabel, seconded by Campbell authorizing staff to hire Engineering Consultant firms on an as needed basis and recommend the Director of Public Works look at the carryover of salaries to be utilized and used for the engineer consulting services. Staff shall notify the Committee of costs incurred.

Motion carried unanimously.

DISCUSSION/AUTHORIZATION TO PAY INVOICE – MICHELS MATERIALS – TID #6:

MOTION made by Zabel, seconded by Campbell to forward to the Village Board with a positive recommendation authorizing the payment of \$9,610.71 to Michels Materials for the labor and equipment used to move and place fill for the monument sign area in TID #6-Willow Creek Business Park.

Motion carried unanimously.

VILLAGE LABOR AND EQUIPMENT RATES:

MOTION made by Zabel, seconded by Campbell to forward to the Village Board with a positive recommendation to approve the 2018 Village Labor and Equipment Rates as presented by staff.

Motion carried unanimously.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held **TUESDAY**, April 3, 2018 at 5:30 p.m.

ANNOUNCEMENTS: NONE.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:36 p.m.

A handwritten signature in cursive script, appearing to read "Janice Wick", written in dark ink.

Janice Wick, Recording Secretary

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

MEETING DATE: April 3rd, 2018

AGENDA ITEM: New Business A

ITEM TITLE: Consideration to pay invoice-for CTW to pull and repair pump motor at Well #11

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting permission to pay the invoice from CTW for the emergency repair on the electric pump motor to Well #11-Mequon Rd. CTW is our preferred Well and pump contractor for over 30 years. They are local equipment and suppliers in Lannon and have worked on all our wells multiple times. This motor suffered a catastrophic failure from the windings shorting out, which could be from a breach on the insulation rendering the motor inoperable. We asked CTW to install a rental motor to keep Well #11 online while our motor was getting repaired. The reason why I did not get quotes was, CTW was able to secure a rental motor within one day. Well #3 was offline and Well's #5, #7 got knocked offline due to a WE Energies transformer failure needing a new transformer. The Village's transfer switch was showing problems and also needed to be replaced.

I have filed a claim with CHUBB insurance for possible reimbursement. The claim is being investigated. Claim #092018003940

CTW Corporation	21500 W. Good Hope Rd.	\$17,668.00
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ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends paying the invoice from CTW for installing/pulling a rental motor at Well #11; labor to pull/reinstall and repair Well #11 pump motor; for the total amount of \$17,668.00. Funds to be allocated from account 50-722-530-6330.

COMMITTEE ACTION:

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

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

MEETING DATE: April 3rd, 2018

AGENDA ITEM: New Business B

ITEM TITLE: Consideration of Quote – Fabick Cat
New Automatic Transfer Switch - Well #7

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to purchase a new automatic transfer switch that had failed. This work was authorized as an emergency situation because Well #5 and Well #7 do not have emergency backup power.

Fabick CAT 11200 W Silver Spring Rd, Milwaukee, WI 53225 \$6,397.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends paying the yet to be billed invoice from Fabick CAT for an amount not to exceed \$6,397.00 for a new automatic transfer switch at Well #7. Funds to be allocated from Acct. #50-180-184-3960.

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.



"TO EVER SERVE OUR CUSTOMERS BETTER"

Throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan

DATE: March 13, 2018 **QUOTE BPF-30425768**
COMPANY: Village of Germantown
ATTN: Mr. Paul Haugen
REF: Replacement 400A Service Entrance Automatic Transfer Switch

FABICK Power Systems is pleased to provide the following proposal:

SPECIFICATIONS: Per Verbal Discussion

QUANTITY: One (1) Automatic Transfer Switch

MODEL: 400A, Service Entrance, Open Transition,
480V, Three Phase, Three Pole
Automatic Transfer Switch

Drawings Attached Herein

RATING: 400 Ampere – Service Entrance
277/480V, 60Hz, 3 Pole NEMA 3R Enclosed

WARRANTY: Standard Manufacturer's Warranty

INSTALLATION: All Mechanical and Electrical By Others

DELIVERY: FOB Jobsite - Startup By Others

PRICE: **\$6,397.**

TERMS: NET 10 DAYS UPON RECEIPT OF INVOICE

DELIVERY: 1 WEEK AS OF 3/13/2018

TAXES: PRICES QUOTED WITHIN THIS PROPOSAL
DO NOT INCLUDE APPLICABLE FEDERAL, STATE OR LOCAL TAXES.
TAXES WILL BE ADDED TO PRICES QUOTED HEREIN

WARRANTY: STANDARD 2 YR WARRANTY

Upon Acceptance of this Proposal, Customer accepts the proposed Fabick Power Systems products set forth in this Proposal, as well as the Fabick Power Systems Terms and Conditions of Sale.

Name Printed: Steven R. Krecklow

Title / Position: Village Administrator

Signature: X 

Date Signed: March 13, 2018

Thank you for the opportunity to quote our products and services.
Please call me with any questions or if you need additional information.

Sincerely,



Brad Fryjoff
Electric Power Generation Account Manager
Fabick Power Systems
414-461-9113, ext. 1275 direct
414-750-6273 cell
414-615-2101 fax
Bradford.Fryjoff@fabickcat.com

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

MEETING DATE: April 3rd, 2018

AGENDA ITEM: New Business C

ITEM TITLE: Consideration of Proposal – Frank Gilitzer Electric Co., LTD
Installation of New Transfer Switch - Well #7.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting authorization to pay for electrical labor to remove, install and rewire a new transfer switch that had failed at Well #7. This work was authorized under an emergency situation because Well #5 and Well #7 do not have emergency backup power.

Frank Gillitzer Electrical Co., LTD - 12304 West Donges Bay Rd. Mequon Rd. \$5,480.00

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends paying the yet to be billed invoice from Frank Gillitzer Electrical Co., LTD for an amount not to exceed \$5,480.00 for labor costs to remove, install and rewire a new transfer switch at Well #7. Funds to be allocated from Acct. #50-180-184-3960.

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.

Frank Gillitzer Electric Co., Ltd.

***F G E ***

**12304 West Donges Bay Road
Mequon, Wisconsin 53097
(414) 442-1620 Fax (414) 442-1622**

March 15, 2018

Proposal #JB18031

Village of Germantown
N122 W17177 Fond Du Lac Ave.
Germantown, Wisconsin 53022-0337

Attention: Paul Haugen

Re: Germantown Pump Station
W168 n11283 Western Ave.
Germantown, Wisconsin 53022

We propose to furnish all labor and material for the electrical installation consisting of the following:

1. Disconnect and remove existing transfer switch.
2. Disconnect and remove existing 400amp 480volt feeder from transfer switch to C.T. cabinet and patch concrete hole.
3. Disconnect and remove 110volt outlet located on tight hand side of service equipment. (Circuit 15)
4. Furnish and install (1) new 110volt outlet, (circuit 15) to new location per Paul.
5. Install owner-supplied transfer switch on right hand side of service equipment.
6. Furnish and install (1) 400amp 480 volts three-phase feeder from C.T. cabinet to transfer switch. (Feeder will be run on outside of building using a 3" rigid conduit and stainless steel unistrut.)
7. Furnish and install (1) 18x18x6 pull box where the existing 3" where the existing 3" conduit comes out of the floor. (3" conduit is from generator)
8. Furnish and install (1) 400amp 480 volt generator feeder from pull box to transfer switch.
9. Furnish and install (1) 400amp 480volt feeder from transfer switch to existing service.
10. Reroute main service and generator ground wires to new transfer switch location.
11. Price includes permit.

Total Cost: \$5,480.00

Thank you,

Frank Gillitzer Electric Co., Ltd.

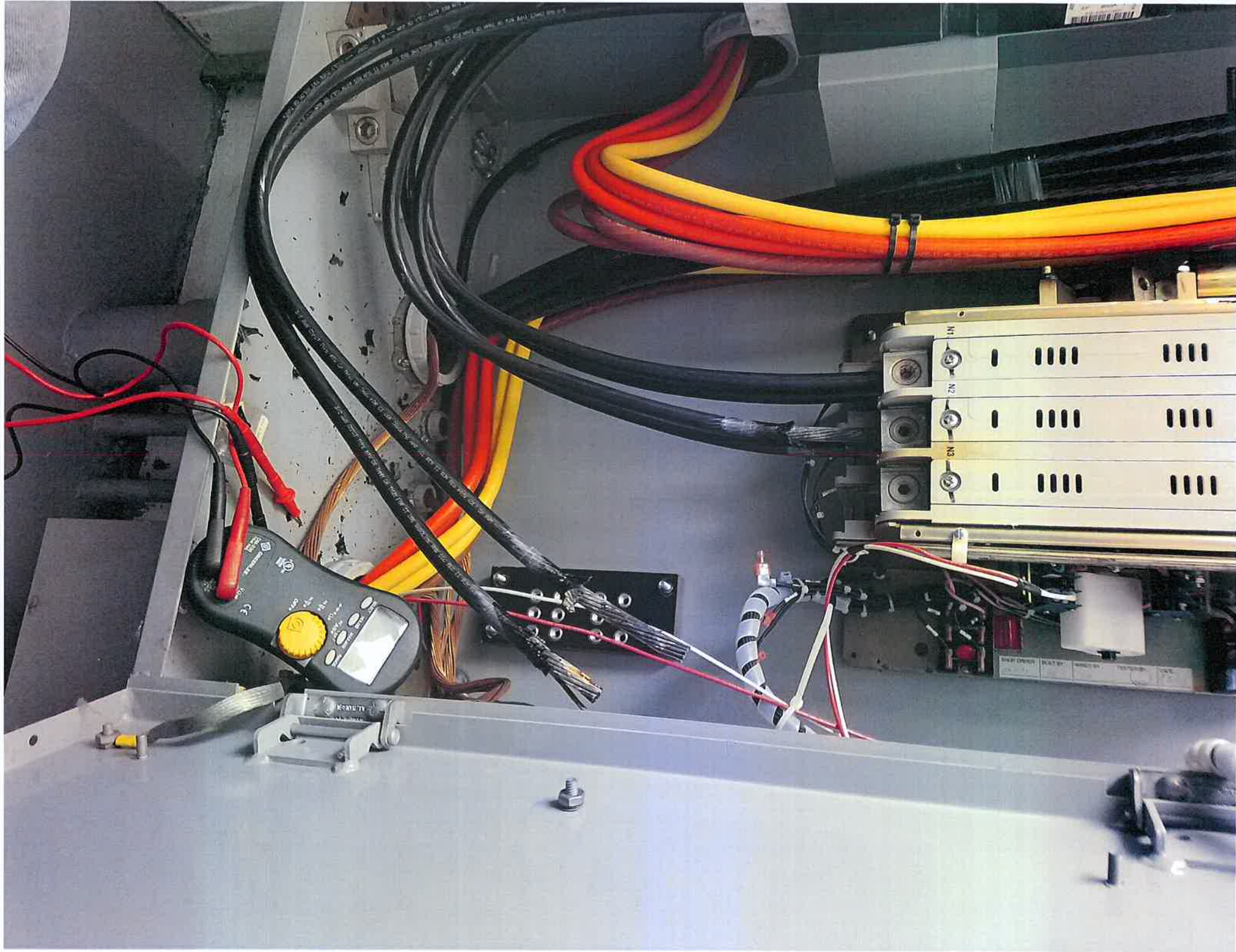
***F G E ***

12304 West Donges Bay Road
Mequon, Wisconsin 53097
(414) 442-1620 Fax (414) 442-1622

Jeffery Becker
Estimator/Project Manager

If this proposal is accepted, please sign and return to Frank Gillitzer Electric.

Authorized by: SAN Date: 3.19.2014



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

MEETING DATE: Tuesday April 3th, 2018

AGENDA ITEM: New Business D

ITEM TITLE: Authorization to Purchase- Crack filling Material

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the pricing for crack filling material. The Highway Department estimates we will use between 40,000 to 45,000 pounds of crack filling material. The only distributor authorized to sell this type of material in this area is **Sherwin Industries of Milwaukee**. They have quoted the Village a price of \$.4675/lb.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends purchasing crack filling material from Sherwin Industries for \$.4675/lb. in the amount not to exceed \$25,000. Funds shall be allocated from line item account 10-542-530-3505.

COMMITTEE ACTION:

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



Quote

Village of Germantown

Jay Olszewski

N122 W17177 Fond du Lac Avenue Germantown, WI 53022

Phone (414) 745-8253 Fax (262) 250-4702

Email: jolszewski@village.germantown.wi.us

Date: 3/26/2018

Note: This is good
for 30 days from
date shown. Prices
quoted are for
quantities shown.

Part #	Description	Quantity	Unit Price	Line Total
S34241PM	Asphalt Rubber Plus Plexi-Melt	45,000 lbs	\$0.4675/lb	
				Subtotal
				Shipping & Handling
				Total Quote

Signature _____

Thank you for your business!

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

MEETING DATE: April 3, 2018

AGENDA ITEM: New Business E

ITEM TITLE: Discussion/Recommendation Proposed Wrenwood Development-Required
Public Improvements

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

SUMMARY EXPLANATION:

The proposed Wrenwood (192) lot residential development is proceeding through the required approval procedures of the Village and along the development process elements of direction from the Municipality are required. Elements such as are interior/exterior sidewalks required, will street lights be required and at what locations and street tree requirement /placement.

Section 18.08(6)- Required Improvements-sidewalks; “In all subdivisions or developments, the Village Board may require the subdivider or developer to construct a concrete sidewalk on either or both sides of arterial and collector streets within or adjacent to the subdivision or development. The Village Board may also require the subdivider or developer to construct concrete walks on either or both sides of minor street which are in excess of 500 feet in length.” The most recent subdivision, for example, is Prairie Glenn I & II where walks were required on both sides. This is an anomaly to the remainder of residential developments in the Village.

Staff is requesting the recommendation of the Public Works and Highway Committee as to the requirement of sidewalks in the proposed Wrenwood Development.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Map of development.
- Section of Municipal Code

RECOMMENDATION:

Staff is seeking the recommendation of the Public Works & Highway Committee as to the requirement and associated location of sidewalks in the proposed Wrenwood Development. In addition, staff is requesting direction if required to proceed to Village Board

COMMITTEE ACTION:

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

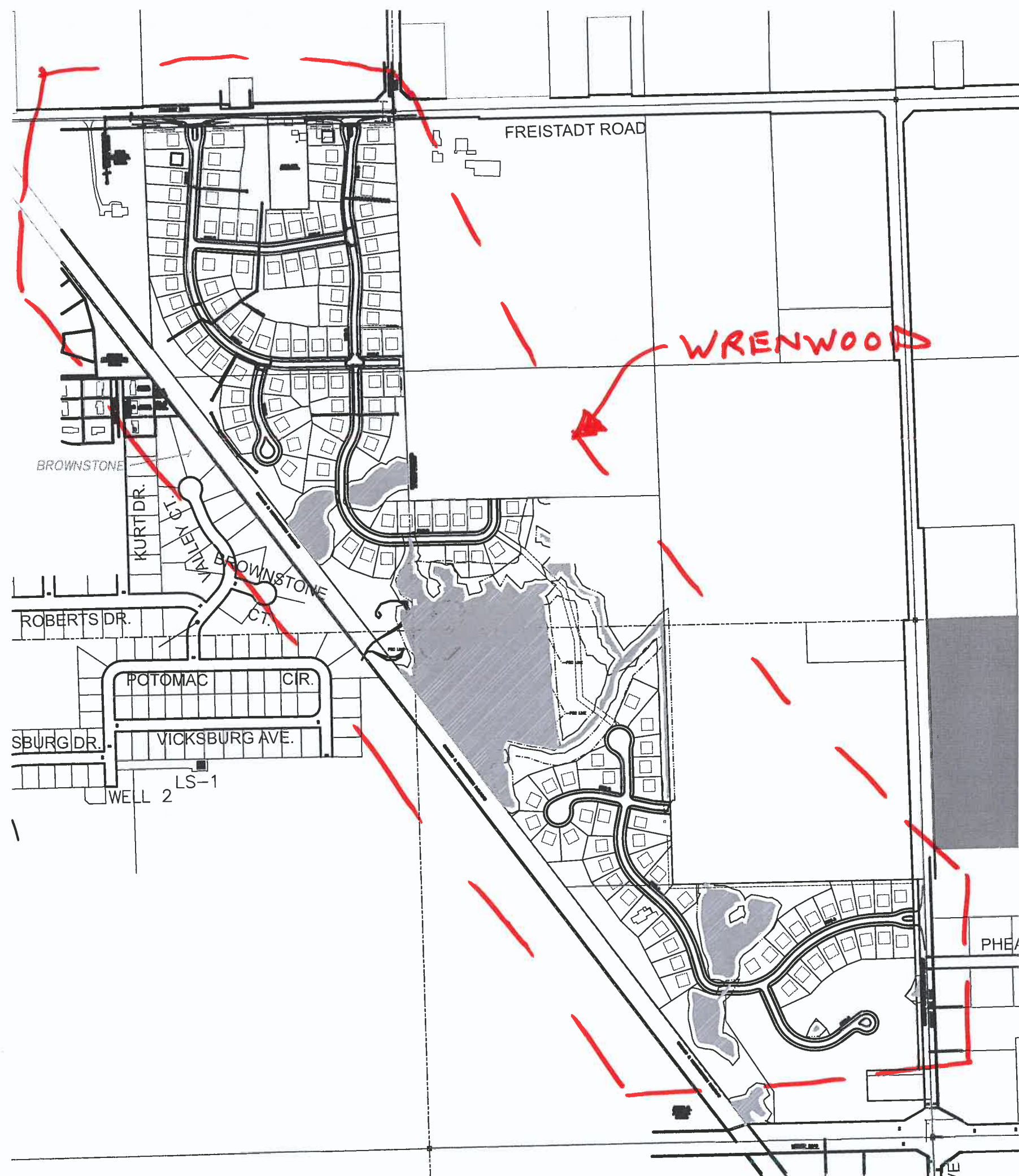
RURAL STREET SECTIONS. When permanent rural street sections have been approved by the Village Board, the subdivider or developer shall finish grade all shoulders and road ditches, install all necessary culverts at intersections and, if required, surface ditch inverts to prevent erosion and sedimentation in accordance with plans and standard specifications approved by the Village Board.



 (6) **SIDEWALKS.** In all subdivisions or developments, the Village Board may require the subdivider or developer to construct a concrete sidewalk on either or both sides of arterial and collector streets within or adjacent to the subdivision or development. The Village Board may also require the subdivider or developer to construct concrete sidewalks on either or both sides of minor street which are in excess of 500 feet in length. The construction of all sidewalks shall be in accordance with plans and standard specifications approved by the Village Engineer. In addition, wider than standard sidewalks may be required by the Village Board in the vicinity of schools, commercial areas and other places of public assemblage.

(7) **PUBLIC SANITARY SEWERAGE SYSTEMS.** When public sanitary sewerage facilities are available to the subdivision or planned development, such facilities shall be designed and constructed in accordance with all applicable rules and regulations of Wis. Adm. Code NR 110, the rules and regulations of the Milwaukee County Metropolitan Sewerage District and the Village Sanitary Sewer System Plan. The subdivider shall construct sanitary sewerage facilities in such a manner as to make adequate sanitary sewerage service available to each lot within the subdivision. In addition:

- (a) Laterals. The Village Board shall require the installation of sewer laterals to the street lot line, or to the easement where applicable.
- (b) Specifications. The size, type and installation of all sanitary sewers and sanitary sewer laterals proposed to be constructed shall be in accordance with plans and standard specifications approved by the Director of Public Works.
- (c)



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

MEETING DATE: April 3, 2018

AGENDA ITEM: New Business

F

ITEM TITLE: Award of Contract – Country Aire/Mequon Road Water Main Extension
& Relocation

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

SUMMARY EXPLANATION:

The Wisconsin Department of Transportation has a project this year to reconstruct the intersection of STH 167 (Mequon Road) and Country Aire Drive. Since the WIDOT has limitations as to allowed construction through a newly constructed State Highway and because the Village's existing water main required relocation within this project limit and do to proposed development north of Mequon Road the Village designed and bid this project. The Village anticipates some participation in the cost to install water main north of Mequon Road by future development.

10 plans were taken out and only 2 bids were received this could be due to the tight construction time line required to meet the WIDOT project schedule. The project has a substantial completion date of May 28, 2018. The bids received were from the two following qualified contractors:

- 1) Mid-City Corporation (Mid-City Plumbing and Heating, Inc): \$454,445.00
- 2) Heartland Construction: \$554,646.00

The proposals have been reviewed by staff and are correct as submitted with no corrections to the calculations. The unit prices may appear high but this is due to the majority of the water main being installed by directional boring. Work is being done while keeping traffic open in both directions on Mequon Road.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Map of water main project

RECOMMENDATION:

Staff recommends Public Works & Highway Committee approve awarding the Country Aire/Mequon Road Water Main Extension & Relocation project to Mid City Corp. in the amount of \$454,445.00 with a 10% contingency or \$45,444.50 for a total of \$499,889.50 and forward with a positive recommendation for award to Village Board.

COMMITTEE ACTION:

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

PHONE: 1-262-250-4721
FAX: 1-262-253-8255

VILLAGE OF GERMANTOWN
ENGINEERING DEPARTMENT

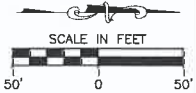
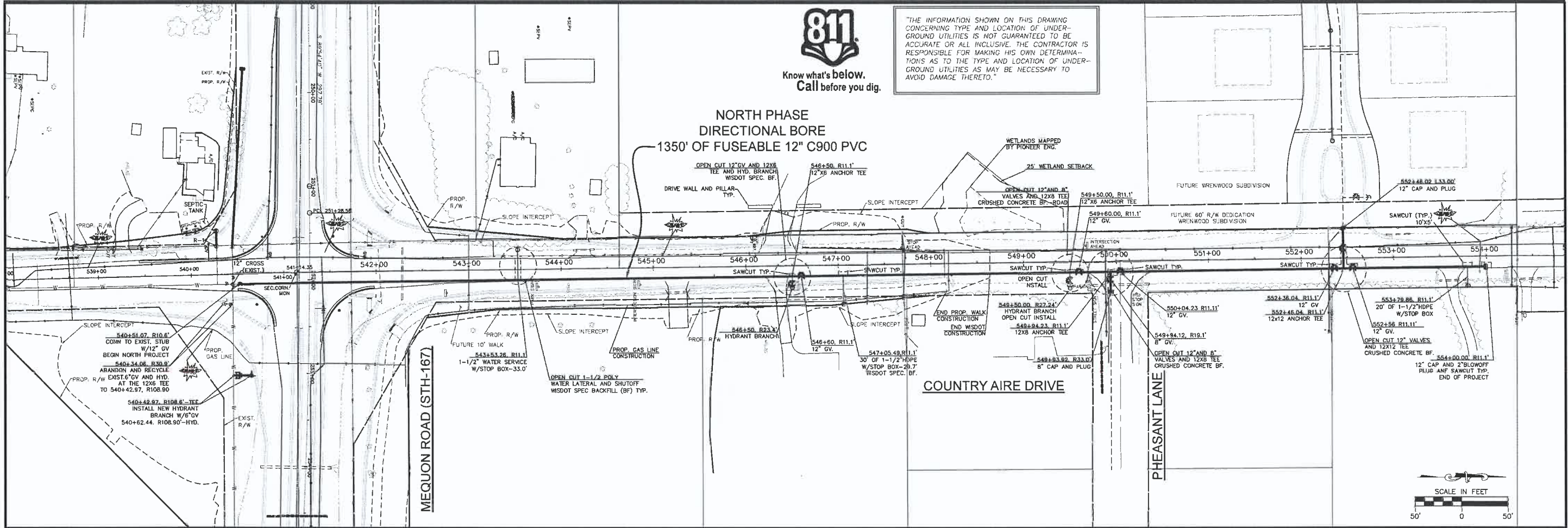
N 112 W 17001 MEQUON ROAD
GERMANTOWN, WISCONSIN 53022



Know what's below.
Call before you dig.

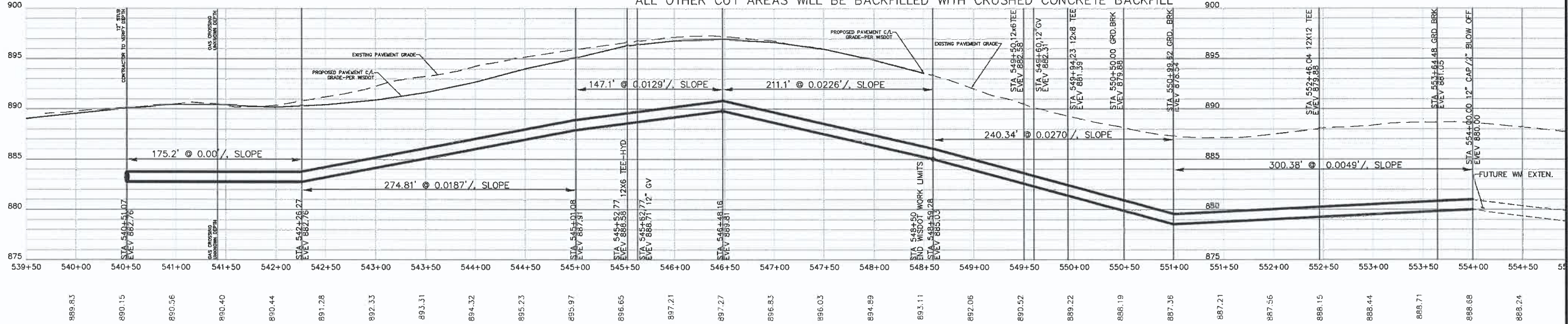
"THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO."

NORTH PHASE
DIRECTIONAL BORE
1350' OF FUSEABLE 12" C900 PVC



INTERSECTION BASE MAPPING PROVIDED BY WISDOT.
WRENWOOD SUBDIVISION BY PIONEER ENGINEERING

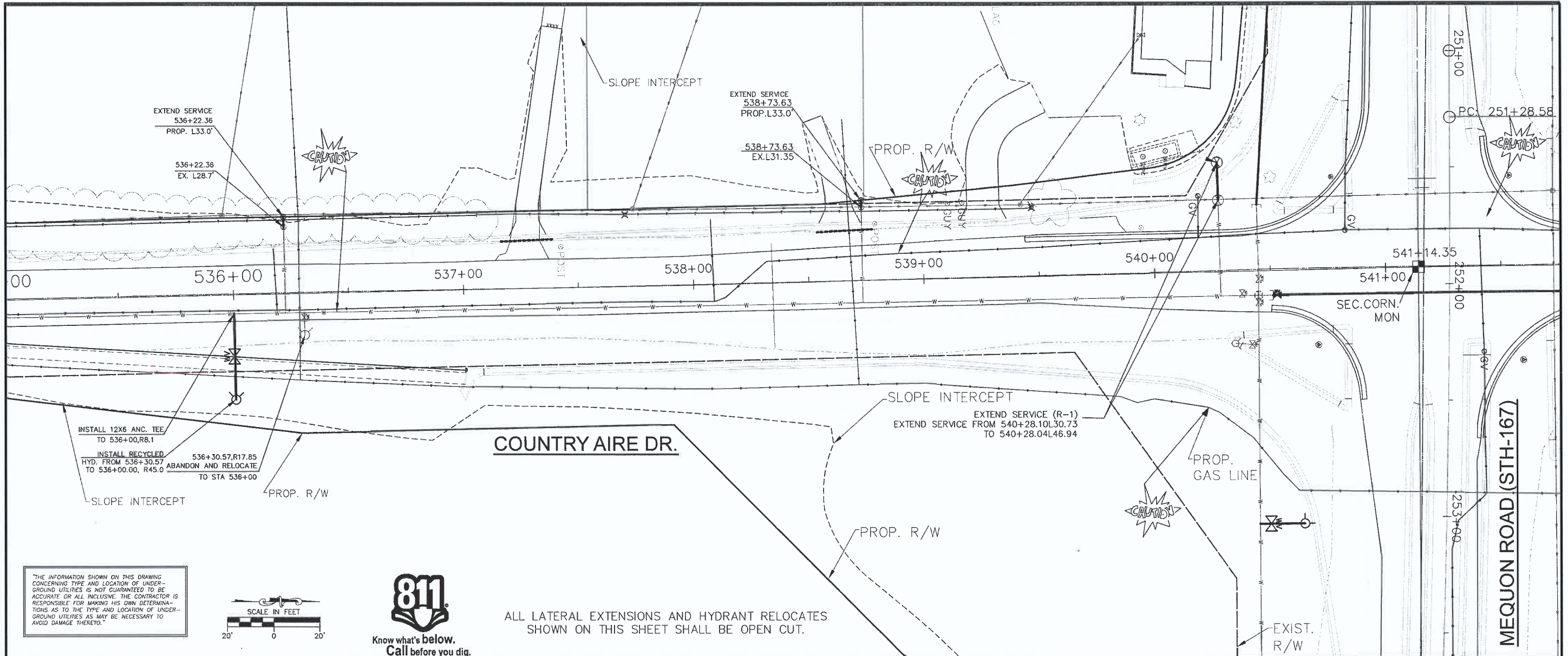
ALL PROPOSED 12" WATER MAIN WILL BE INSTALLED BY DIRECTIONAL BORING METHODS WITH THE EXCEPTION OF ALL MAIN VALVES, WATER SERVICES, HYDRANT BRANCHES AND APPURTANT SIDE LINES. THESE WILL BE OPEN CUT. ALL OPEN CUT AREAS WITHIN THE WISDOT CONSTRUCTION ZONE WILL BE BACKFILLED PER WISDOT REQUIREMENTS. ALL OTHER CUT AREAS WILL BE BACKFILLED WITH CRUSHED CONCRETE BACKFILL.



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FAX: 1-262-253-8255

VILLAGE OF GERMANTOWN
ENGINEERING DEPARTMENT

N 112 W 17001 MEQUON ROAD
GERMANTOWN, WISCONSIN 53022



COUNTRY AIRE-MEQUON RD WM EXTENSION

HYDRANTS AND SERVICE RELOCATES

SURVEY BY: RCB 11/14/17
DESIGNED BY: RCB

DRAWN BY: RCB
REVISION DATE: ??/??/??

APPROVED BY: JAL 1/1/2018

ISSUED FOR BID

SHEET NO. 2.1

PROJECT NO. 1802

E

CADFILE t:\eng\cadd proj\jobno\dwg\filename.dwg

© 2018 VILLAGE OF GERMANTOWN ENGINEERING DEPARTMENT

VOG / CADD SHEET 2436 RD

PHONE: 1-262-250-4721
FAX: 1-262-253-8255

VILLAGE OF GERMANTOWN
ENGINEERING DEPARTMENT

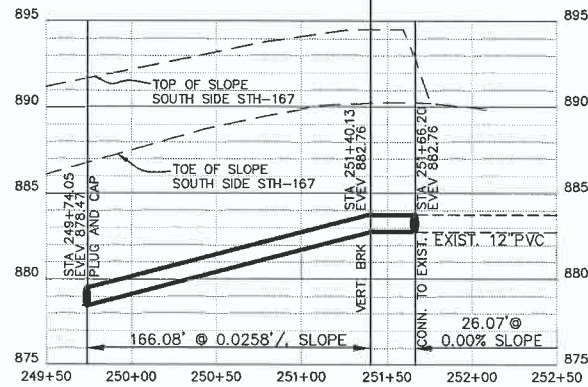
N 112 W 17001 MEQUON ROAD
GERMANTOWN, WISCONSIN 53022



MEQUON ROAD (STH-167)

DIRECTIONAL BORE
192.7' OF 12" FUSIBLE PVC

INTERSECTION BASE MAPPING PROVIDED BY WISDOT.
WRENWOOD SUBDIVISION BY PIONEER ENGINEERING



DIRECTIONAL BORE 197.2' OF
12" FUSIBLE C900 PVC



Know what's below.
Call before you dig.

"THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO."

COUNTRY AIRE-MEQUON RD WM EXTENSION

PLAN AND PROFILE-WEST PHASE

SURVEY BY: RCB 11/10/17
DESIGNED BY: RCB

DRAWN BY: RCB
REVISION DATE:

APPROVED BY: LWR 3/2/2018

ISSUED FOR BID

SHEET NO. 2.2

PROJECT NO. 1802

E

CADFILE t:\eng\cadd proj\1802\dwg\country aire-mequon wm extfilename.dwg

© 2018 VILLAGE OF GERMANTOWN ENGINEERING DEPARTMENT

VOG / CADD SHEET 2436 RD

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

MEETING DATE: April 3, 2018

AGENDA ITEM: New Business G

ITEM TITLE: Discussion/Recommendation Proposed Top Leaf Development (Harvest Hills)- Required Improvements

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

SUMMARY EXPLANATION:

The proposed Harvest Hills Subdivision by Top Leaf Development is a (42) lot rural residential development with no public water or sanitary utilities. While this proposed development is proceeding through the required approval procedures of the Village, elements of direction from the Municipality are required. Elements such as interior/exterior sidewalks required, will street lights be required and at what locations, street tree requirement /placement, will the developer be required to extend Elm Lane and reconstruct a portion of Elm Lane.

Section 18.08(15)-Required Improvements (Improvements to Streets Abutting Development)

See Attached Municipal Code

Staff recommends the Developer be required to extend Elm Lane and reconstruct existing Elm Lane up to the east property line of the proposed development. The proposed cross-section could be rural meeting the requirements of a "Minor Street" in Section 18.07 table #2

Staff is requesting the recommendation of the Public Works and Highway Committee as to the requirement of sidewalks in the proposed Wrenwood Development.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Section of Municipal Code 18.08 (15)
- Section of Municipal Code 18.07 table #2
- Drawing of Elm Lane

RECOMMENDATION:

Staff is seeking the recommendation of the Public Works & Highway Committee as to the requirement of street lights, Elm Lane Road extension, reconstruction of existing Elm Lane and if sidewalks are to be required in the proposed Harvest Hills Development. In addition, staff is requesting direction if required to proceed to Village Board

COMMITTEE ACTION:

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

18.08

Code of Ordinances within or abutting the subdivision or nonresidential development, as may be applicable, and the planting of trees in the street rights-of-way within or abutting the subdivision or non-residential development according to such approved plan shall be included as required public improvements in the developer's agreement, with appropriate financial guaranty of performance.



The types or species of trees shall be selected by the developer from an approved list provided by the Village. The developer shall select a variety of types or species of trees to be intermixed, as shall be provided in the landscape plan and its street tree component pursuant to section 17.43(5), *supra*, and this section.

- (b) Timing of Street Tree Installation. In subdivisions and nonresidential developments covered by this provision, street trees shall be required to be installed after the installation of sidewalks, if sidewalks are to be installed. The number of trees and specification for installation shall be determined by the spacing and installation criteria administratively established by the Village from time to time.
- (c) [Replacement of Trees.] The developer shall replace any trees or plantings specified in the landscape plan that do not live for a minimum of 2 growing seasons. The replacement trees or plantings shall also be guaranteed for 2 growing seasons after replacement planting. Performance under this provision shall be guaranteed by irrevocable letter of credit or cash deposit furnished by the developer. Replacement of trees or plantings beyond the period provided above shall be the responsibility of the property owner, or in the case of subdivision common areas or outlots, the subdivision homeowners association.
- (d) Existing Subdivision. Owners of residential parcels, which were platted prior to the adoption of this Ordinance may receive street trees under the provisions of this section and chapter 18 of this Municipal Code, provided that the Village Forester has approved a Master Street Tree Plan for the street affected.

- (15) **IMPROVEMENTS TO STREETS ABUTTING DEVELOPMENT.** (Cr. Ord. #37-02) The developer of any land division, that requires the execution of a development agreement, and abuts an existing Village street which has been constructed to

Code of Ordinances rural standards shall, in conjunction with such development, improve the abutting street to urban standards from the centerline to the abutting land division's property line. The improvements shall include undercutting as necessary, asphalt resurfacing, construction of curb/gutter, installation of sidewalk and terrace landscaping. Taking into consideration concurrent and likely future development for the area in which the land division is occurring, and the infrastructure necessary to support such development, the Village, in its discretion, may require deferral of such work, and instead require the Developer to escrow an amount sufficient to defray the cost of the design and construction of such street improvements, and the curb/gutter and sidewalk at such future time as it is deemed appropriate by the Village.



18.09 - CONSTRUCTION.



- (1) **COMMENCEMENT.** No construction or installation of improvements shall commence in a proposed subdivision until the preliminary plat or certified survey map has been approved, or in a planned development until the site plan has been approved, and the Village Engineer has given written authorization of such commencement.
- (2) **BUILDING AND OCCUPANCY PERMITS.** See Chapter 14 of this Code.
- (3) **REQUIRED PLANS.** Plans for all improvements shall be designed and prepared according to the "Drafting and Design Standards" of the Village and all applicable rules and regulations of other approving agencies. Such plans shall include system plans, engineering reports and any other information required by the Village Engineer or approving authorities. The Village Engineer may require that the developer submit, for his approval, all specifications and proposed contract documents before authorization of construction is given. Plans to be submitted shall include the following, if deemed applicable, by the Village Engineer:
 - (a) Street construction plans and profiles showing existing and proposed grades, elevations and cross-sections of all required improvements.
 - (b) Sanitary sewer plans and profiles showing the locations, grades, sizes, elevations and materials to be used in the construction of the facilities.
 - (c)

18.07

The zoning classification and resultant lot size, with larger lots abutting the cu-de-sac street justifying and permitting the approval of a proportionately longer cul-de-sac street;



2. The number, and proximity to Village arterials roads, of entry points into the subdivision, including those feasible for extension and connection in the future.
- (d) Except in section 27-9-20 of the Village, as set forth in Table 2a, all cul-de-sac streets shall terminate in a circular turnaround having a minimum right-of-way radius of 60 feet and a minimum face of curbs radius of 40 feet on urban sections and 40 feet on rural sections (see Table 2).
- (e) The length of a cul-de-sac shall be defined as the distance from the nearest intersecting right-of-way from the subject cul-de-sac street along the centerline of said cul-de-sac to the point at the bulb right-of-way furthest from the connecting street.

TABLE 2

REQUIRED STREET CROSS SECTIONS
IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

Type of Street or Public Way	Urban Street Section		Rural Street Section	
	Minimum Right-of-Way to be Dedicated	** Minimum Dimensions	Minimum Right-of-Way to be Dedicated	Minimum Dimensions

Code of Ordinances	120 feet	* Dual 36-foot pavement (face of curb to face of curb) * 20-foot median * 8-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks	120 feet	* Dual 24-foot pavement * 8-foot median * 6-foot inside shoulders * 10-foot outside shoulders * 16-foot roadside ditches
Collector Streets	80 feet	* 40-foot pavement (Face of curb to face of curb) * 14-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks	NONE	NONE
Minor Streets	60 feet	* 30-foot pavement (face of curb to face of curb) * 9-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks	60 feet	* 24-foot pavement * 2-foot shoulders * 14-foot roadside ditches

Code of Ordinances (Turn-around)	10-foot radius	* 40-foot outside face of curb radius * 10-foot inside pavement radius * 14-foot tree banks (curb lawn) * 5-foot sidewalks (if required) * 1-foot outside sidewalks	60 foot radius	* 40-foot outside pavement radius * 17-foot Inside pavement radius * 6-foot shoulders * 13-foot roadside ditches
Service Alleys	30 feet	* 28-foot pavement (if required)	NONE	NONE
Pedestrian Ways	20 foot average	* As required by the Village Engineer	20 foot average	* As required by the Village Engineer

** NOTE: Not applicable in Section 27-9-20 of the Village. See Table 2a on next page.

(Am. Ord. #31-88)

TABLE 2a
REQUIRED STREET CROSS SECTIONS
IN THE VILLAGE OF GERMANTOWN,
WASHINGTON COUNTY, WISCONSIN

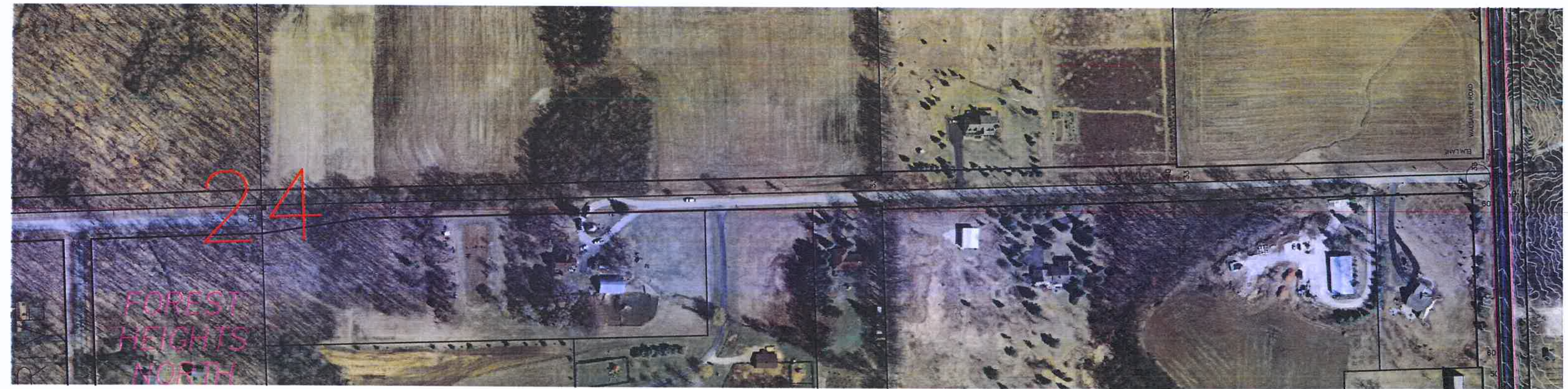
Type of Street or Public Way	Urban Street Section	
	Minimum Right-of-Way to be Dedicated	(Note: Applicable only in Section 27-9-20 of the Village) Minimum Dimensions

Code of Ordinances	120 feet	* Dual 36-foot pavement (face of curb to face of curb) * 20-foot median * 8-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks
Collector Streets	80 feet	* 48-foot pavement (face of curb to face of curb) * 10-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks
Minor Streets	60 feet	* 36-foot pavement (face of curb to face of curb) * 6-foot tree banks (curb lawn) * 5-foot sidewalks * 1-foot outside sidewalks
Cul-de-sac (Turn-around)	60 foot radius	* 48-foot outside face of curb radius * 12-foot inside pavement radius * 6-foot tree banks (curb lawn) * 5-foot sidewalks (if required) * 1-foot outside sidewalks
Service Alleys	30 feet	* 28-foot pavement (if required)
Pedestrian Ways	20 foot average	*As required by the Village Engineer

(Cr. Ord. #31-88)

TABLE 3
PRIVATE STREET DESIGN
STANDARDS AND REQUIREMENTS

ELM LANE



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

MEETING DATE: April 3, 2018

AGENDA ITEM: New Business H

ITEM TITLE: Development Agreement for Rainbow Child Care Center of Germantown

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

SUMMARY EXPLANATION:

Staff is presenting the Development Agreement for the proposed Rainbow Child Care Center of Germantown, for approval by the Public Works and Highway Committee. The facility would be located immediately north of Village Hall. The public improvement addressed in the DA is the extension of water main. The water main will eliminate a dead end at the east end of the Bank property and connect to the existing water main near the existing driveway. In addition, the DA addresses the standard and impact fees and the amount of the Letter of Credit.

The attached Development Agreement is missing the legal Description which will be provided the night of the meeting.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff recommends the Public Works & Highway Committee approve the Development Agreement for Rainbow Child Care Center of Germantown and forward with a positive recommendation for approval to the Village Board.

COMMITTEE ACTION:

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

**RAINBOW CHILD CARE CENTER OF GERMANTOWN
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 EIG14T RCCC 210 WI-GERMANTOWN LLC., hereinafter referred to as "Developer".

WHEREAS, the Developer owns a 2.2 acre Parcel having Tax Key No. [REDACTED], in the Village of Germantown, located in the West ½ of the southwest ¼ of Section 22, Township 9 North of Range 20 East, in the Village of Germantown, Washington County, Wisconsin, as identified 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 an approximately 10,782 sq. ft. Child Care Center on the Property, which Developer proposes to complete as described in the plans submitted to, and approved by the Village on [REDACTED], 2017, as shown in the attached Exhibit "B" (the "Plans"); 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.

The following water main improvements are to be installed and transferred to the Village Water Utility. Developer shall extend the 8" water main located at the west side of the of the proposed development for approximately 480 lineal feet for connection to the existing 8" water main at the south east corner of the property located in public right-of-way. All water main not within public right-of-way shall be constructed within an easement dedicated to the Village of Germantown.

A pre-construction meeting is required prior to the starting installation of water main and must be scheduled at least 48 hours prior to start of construction.

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.

There is no Public sanitary sewer main in this development.

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 top soiling, 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.

In addition, Developer shall enter into a "Storm Water Management Facility Maintenance" agreement with the Village.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted _____, 2017.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense.

1.09 SIDEWALKS AND PATHWAYS. No sidewalks or pathways located in Public ROW on this project.

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
- (2) Site Plan
- (3) Water main record-drawings
- (4) Erosion and sedimentation controls
- (5) Water main extensions
- (6) Sanitary Sewer extensions
- (7) Sanitary Sewer Record Drawings

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: | \$4,060.00/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 one (1) sewer connection for this Development, subject to the provisions of Sec. 5.02 of this Agreement.

5.02 SEWER CAPACITY. It is understood by and between the parties that the Village, by entering into this Agreement, makes no representations or guarantees with respect to sewer capacity for the Development contemplated by this Agreement. It is understood by

Developer that other governmental authorities having jurisdiction may impose limitations or restrictions upon the Village's decision to authorize the sewer connections referred to in Sec. 5.01 of this Agreement.

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property. 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 on 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 _____, 2018, 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: EIG14T RCCC 210 WI-GERMANTOWN LLC.

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind EIG14T RCCC 210 WI-GERMANTOWN LLC 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 _____, 2018 which shall be the effective date of this Agreement.

DEVELOPER;

EIG14T RCCC 210 WI-GERMANTOWN, LLC

By: _____
Reed Fenton, Authorized Representative

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this ____ day of _____, 2018, the above-named, Reed Fenton, Authorized Representative of EIG14T RCCC 210 WI-GERMANTOWN, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Authorized Representative 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: _____
Deanna L Boldrey, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2018, the above-named, Dean Wolter, Village President, and Deanna L Boldrey, 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"

>>>**DRAFT**<<<

EXHIBIT "A"

RAINBOW CHILD CARE CENTER OF GERMANTOWN

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	\$350.00
Site & Street Grading	1.03 & 1.11	\$97,843.00
Gravel Base and Asphalt Pavement	1.03	\$23,890.00
Asphalt Surface Coarse	1.03	\$38,628.00
Curb & Gutter	1.04	\$14,200.00
Sidewalks / Walk Paths	1.05	\$19,540.00
Sanitary Sewer System	1.06	\$30,600.00
Water System	1.07	\$107,000.00
Other Sewer & Water Facilities	1.08	
Underground Utilities	1.09	
Street Lights	1.1	
Street Signs	1.08	
Erosion Control	1.11 & 2.04	\$8,900.00
Storm Water System, Pond & Drainage	1.12	\$113,000.00
Permanent Barricades	1.13	
SUB-TOTAL		\$453,951.00
DATA Conversion Fee (record drawings)	4.03	\$500.00 *
Improvement Review Fee: Minimum Fee	4.03	\$5,000.00 *
Professional Fee (Attorney)	4.05	\$500.00 *
Inspection Fee (Estimate based on construction time)	4.05	\$10,000.00 *
SUB-TOTAL		\$16,000.00
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (5.13 REC @ \$4,060 / REC)	4.02	\$20,827.80 **
Water (5.13 REC @ \$832 / REC)	4.02	\$4,268.16 **
Fire (5.13 REC @ \$171.00 / REC)	4.02	\$877.23 **
Police (5.13 REC @ \$148.00 / REC)	4.02	\$759.24 **
Park & Recreation (5.13 REC @ \$736.00 / REC)	4.02	\$19,535.04 **
Library (5.13 REC @ \$281.00 / REC)	4.02	\$4,268.16 **
SUB-TOTAL		\$50,535.63
TOTAL (Letter of Credit Amount)		\$520,486.63
* Amount to be Paid at Time of Signing of Development Agreement		\$16,000.00
** Amount to be Paid at Time of Building Permit Issuance		\$50,535.63

EXHIBIT "B"

LABOR RATES -- 2018

VILLAGE OF GERMANTOWN

Annual Hourly Rates

POSITION DESCRIPTION	2016	2017	2018
Director of Public Works	\$72.21	\$73.65	\$75.13
Village Engineer	\$60.83	\$62.05	\$63.29
Project Engineer	\$52.40	\$53.45	\$54.52
Engineer Tech III / Land Surveyor	\$45.97	\$46.89	\$47.83
Land Surveyor/Survey Crew w/Robot	\$133.66	\$136.33	\$139.06
Highway Superintendent	\$52.09	\$53.13	\$54.19
Zoning Administrator/Planner	\$59.18	\$60.36	\$61.57
Civil Engineer	\$38.79	\$39.57	\$40.36
Record Drawing Documentation Preparation	\$46.14	\$47.06	\$48.00
Construction Inspection	\$46.14	\$47.06	\$48.00
Highway Maintenance Worker II	\$43.70	\$44.57	\$45.47
Highway Operators (Traffic Signals)	\$50.74	\$51.75	\$52.79
Water Superintendent	\$52.09	\$53.13	\$54.19
Waste Water Superintendent	\$52.09	\$53.13	\$54.19
Utility Operator	\$44.83	\$45.73	\$46.64
Clerical	\$35.34	\$36.05	\$36.77

NOTE: 2018 rates reflect a 2% increase to the 2017 wages.

EQUIPMENT RATES -- 2018

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2016	2017	2018
Cruz-Air	\$62.20	\$64.07	\$65.99
Case Backhoe & Loader	\$36.72	\$37.82	\$38.96
Michigan Loader	\$46.92	\$48.33	\$49.78
Case/John Deer Loader/Snow Plow	\$79.56	\$81.95	\$84.41
Case/John Deer Loader/Snow Blower	\$108.12	\$111.36	\$114.70
Single Axle Dump Truck (5yd)	\$33.66	\$34.67	\$35.71
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$54.06	\$55.68	\$57.35
Tandem Axle Dump Truck	\$44.88	\$46.23	\$47.61
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$66.30	\$68.29	\$70.34
4 Wheel Oshkosh w/Plow/Wing/Sander	\$108.12	\$111.36	\$114.70
1-Ton Patrol Truck (2-3 yd)	\$25.50	\$26.27	\$27.05
1-Ton Truck w/Plow	\$31.62	\$32.57	\$33.55
Truck w/Water Jetter w/Aux. Power Unit	\$51.00	\$52.53	\$54.11
Aerial Lift Truck	\$63.24	\$65.14	\$67.09
Pickup Truck	\$19.89	\$20.49	\$21.10
Pickup Truck w/Plow	\$28.56	\$29.42	\$30.30
Self Propelled Vibrating Roller	\$38.76	\$39.92	\$41.12
Self Propelled Non-Vibratory Roller	\$35.70	\$36.77	\$37.87
185 cfm Air Compressor (Portable)	\$28.56	\$29.42	\$30.30
Street Sweeper 40 Hp w/Front Mounted Broom	\$37.74	\$38.87	\$40.04
Vacuum Sweeper	\$83.64	\$86.15	\$88.73
Vac All	\$87.72	\$90.35	\$93.06
Sewer line Televising Truck	\$118.32	\$121.87	\$125.53
Combination Sewer Machine (pipe jetter & vac)	\$142.80	\$147.08	\$151.50
Mini Excavator	\$50.00	\$51.50	\$53.05
Skid Steer Loader w/Bucket	\$32.64	\$33.62	\$34.63
Skid Steer Loader w/Snow Blower/Broom	\$35.70	\$36.77	\$37.87
Tar Kettle	\$34.68	\$35.72	\$36.79
Motorized Mower (24" & Under)	\$13.52	\$13.93	\$14.34
Motorized Mower (25"-47")	\$18.87	\$19.44	\$20.02
Motorized Mower (48" & larger)	\$21.93	\$22.59	\$23.27
Tractor w/Sickle or Flail Mower	\$46.92	\$48.33	\$49.78

Chain Saw	\$12.50	\$12.88	\$13.26
Hydraulic Saw	\$12.50	\$12.88	\$13.26
Hydraulic Pruner	\$12.50	\$12.88	\$13.26
Chipper	\$40.80	\$42.02	\$43.28
Generator (225 Kw)	\$58.14	\$59.88	\$61.68
Generator (Under 10 Kw)	\$25.50	\$26.27	\$27.05
Trailer Mounted Vacuum Excavator	\$85.68	\$88.25	\$90.90
6 " Pump/Hose	\$31.62	\$32.57	\$33.55
4" Pump/Hose	\$26.52	\$27.32	\$28.14
3" Pump/Hose	\$21.93	\$22.59	\$23.27
Barricades-----DAILY COST	\$3.06	\$3.15	\$3.25
Traffic Control Signs-----DAILY COST	\$1.53	\$1.58	\$1.62
NOTE: 2018 rates reflect a 3% increase of 2017 rates			

EXHIBIT "C"

PARCEL I

THE WEST HALF OF THE SOUTHWEST QUARTER (W 1/2 SW 1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH OF RANGE TWENTY (20) EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN,

EXCEPTING THEREFROM ALL THAT PORTION OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST DESCRIBED AS FOLLOWS: COMMENCING AT THE S.W. CORNER OF SAID SECTION 22, THENCE NORTH 30 FEET ALONG THE WEST LINE OF SAID SECTION 22 TO A POINT THENCE EAST 1326.9 FEET ALONG A LINE WHICH IS 42 FEET NORTH OF AND PARALLEL TO THE CENTER LINES OF C.T.H. "F" TO A POINT THENCE SOUTH 36.14 FEET ALONG THE EAST LINE OF S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 22 TO A POINT ON THE SOUTH LINE OF SAID SECTION 22 WHICH POINT IS 5.86 FEET NORTH OF THE CENTER LINE OF C.T.H. "F" THENCE WEST 1326.9 FEET ALONG THE SOUTH LINE OF SAID SECTION 22 TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PART OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER (SW1/4 SW1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, OF RANGE TWENTY (20) EAST, DESCRIBED AS FOLLOWS, VIZ:- COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 88° 59' EAST ALONG THE SOUTH LINE OF SAID SECTION 22, 658.68 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88° 59' EAST ALONG THE SOUTH LINE OF SAID SECTION 22, 658.67 FEET; THENCE NORTH 01° 09' WEST ALONG THE EAST LINE OF SAID SW1/4 OF THE SW1/4, 662.05 FEET; THENCE SOUTH 88° 59' WEST 657.23 FEET; THENCE SOUTH 01° 01' 30" EAST, 662.05 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING THEREFROM COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, SAID CORNER BEING THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE NORTH 01° 24' 03" WEST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, 2659.20 FEET TO THE WEST 1/4 CORNER OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST; THENCE NORTH 88° 33' 14" EAST ALONG THE WEST 1/4 LINE OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, 1303.97 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SW 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST; THENCE SOUTH 01° 41' 16" EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SW 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, ALSO BEING THE CENTER LINE OF WESTERN AVENUE, 1995.52 FEET; THENCE SOUTH 88° 20' 49" WEST, 657.19 FEET; THENCE SOUTH 01° 33' 47" EAST, 301.88 FEET; THENCE SOUTH 88° 28' 49" WEST, 295.17 FEET; THENCE SOUTH 01° 33' 47" EAST, 360.17 FEET TO A POINT ON THE SOUTH LINE OF THE SW 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST; THENCE SOUTH 88° 28' 49" WEST ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION TWENTY-TWO (22), TOWNSHIP NINE (9) NORTH, RANGE TWENTY (20) EAST, ALSO BEING THE CENTER LINE OF MEQUON ROAD, 363.47 FEET TO THE PLACE OF BEGINNING.

TAX KEY NO: GTNV-223989

PARCEL II

AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2651 RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY REGISTER OF DEEDS ON JUNE 4, 1984 IN VOLUME 14 OF CERTIFIED SURVEY MAPS ON PAGES 259-261 AS DOCUMENT NO. 467718 AND BEING A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 22, TOWNSHIP 9 NORTH OF RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, AS FOUND IN CROSS

DRIVEWAY EASEMENT AGREEMENT RECORDED DECEMBER 17, 2002 AS LOCATED WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTHWEST CORNER OF SAID ¼ SECTION; THENCE NORTH 88° 28' 49" EAST ALONG THE SOUTH LINE OF SAID ¼ SECTION 60.00 FEET; THENCE NORTH 01° 24' 03" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF DIVISION ROAD EXTENDED AND THE WEST LINE OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2651 EXTENDED 282.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01° 24' 03" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROAD AND THE WEST LINE OF PARCEL 1 OF SAID CERTIFIED SURVEY MAP 30.00 FEET; THENCE NORTH 88° 28' 28" EAST 228.03 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE, WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 35.00 FEET, WHOSE CHORD BEARS SOUTH 46° 31' 32" EAST 49.50 FEET, A DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01° 31' 32" EAST 156.37 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 14.00 FEET, WHOSE CHORD BEARS SOUTH 46° 31' 32" EAST 19.80 FEET, A DISTANCE OF 21.99 FEET TO A POINT OF TANGENCY; THENCE NORTH 88° 28' 28" EAST 320.87 FEET TO THE WEST LINE OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3375; THENCE SOUTH 01° 33' 47" EAST ALONG THE WEST LINE OF PARCEL 2 OF SAID CERTIFIED SURVEY MAP 74.34 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MEQUON ROAD; THENCE SOUTH 88° 28' 49" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD 32.10 FEET; THENCE NORTH 01° 31' 32" WEST 31.84 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 12.50 FEET, WHOSE CHORD BEARS NORTH 46° 31' 32" WEST 17.68 FEET A DISTANCE OF 19.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88° 28' 28" WEST 285.31 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 35.00 FEET, WHOSE CHORD BEARS NORTH 46° 31' 32" WEST 49.50 FEET, A DISTANCE OF 54.98 FEET TO A POINT OF TANGENCY; THENCE NORTH 01° 31' 32" WEST 160.37 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE, WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 10.00 FEET, WHOSE CHORD BEARS NORTH 46° 31' 32" WEST 14.14 FEET, A DISTANCE OF 15.71 FEET; TO A POINT OF TANGENCY; THENCE SOUTH 88° 28' 28" WEST 223.09 FEET TO THE POINT OF BEGINNING.

TAX KEY NO: GTNV-223984