

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **WEDNESDAY, June 6, 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 Hughes, Warren and Zabel
- III. **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.
- IV. **NEW BUSINESS:**
 - A. EAB Ash Tree Treatments Contract
 - B. Tree Replacement Contract - 2018
 - C. Resolution Adopting 2017 Compliance Maintenance Annual Report (CMAR)(DNR)
 - D. Resolution Authorizing Application To SEWRPC For a Sanitary Sewer Service Area Amendment for Wrenwood Subdivision Development
 - E. Developer Agreement – Harvest Hills Subdivision
 - F. Sanitary Sewer/Water Main Easements – Heritage Place Joint Venture, LLC (Saxony Village)
 - G. Traffic Impact Analysis – Holy Hill Rd./Goldendale Rd./Freistadt Rd./Maple Rd.
 - H. Division/Mequon Road Intersection Turn Movements
- V. **NEXT MEETING DATE:** Set July, 2018 Meeting Date and Time
- VI. **ANNOUNCEMENTS:**
- VII. **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.

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

MEETING DATE: Wednesday June 6, 2018

AGENDA ITEM: New Business A

ITEM TITLE: Authorization to Contract – EAB Ash Tree Treatments

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the quotes for the trunk injection treatments of select ash trees throughout the Village. The scope of the project is 77 trees at roughly 940 inches (DBH). The trees were treated in 2016 and are still in a healthy condition today. Trees need to be treated on a every other year basis. Staff notified 8 area contractors and invited them to bid on the project. The results will be presented at the meeting

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends contracting with the lowest qualified bidder. Funds shall be allocated from parks account 10-553-530-5290.

COMMITTEE ACTION:

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

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

MEETING DATE: Wednesday June 6, 2018

AGENDA ITEM: New Business B

ITEM TITLE: Authorization to Contract- Tree Replacement Project

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

The 2018 Parks Line Item Budget includes \$24,000 for the replacement of trees that have been removed as part of the Village's EAB initiative. The contract covers providing and planting approximately 60 (2"-2.5") trees. The species were selected by the Village's contracted arborist John Gall. Staff sent the request for proposal to 10 area contractors results will be provided at the June 6th meeting;

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends contracting with lowest qualifying bidder. If approved, funds shall be allocated from Parks Line Item account 10-553-530-5290.

COMMITTEE ACTION:

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

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

MEETING DATE: 9 June 2018

AGENDA ITEM: New Business 

ITEM TITLE: Resolution Adopting 2017 Compliance Maintenance Annual Report
(CMAR)(DNR)

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

I am presenting for your review the 2017 CMAR (Compliance Maintenance Annual Report). This requirement went into effect on January 1, 2006 as part of the renewal of our WPDES (Wisconsin Pollutant Discharge Elimination System) General Permit under the authority of Chapter 283, Wisconsin Statutes and the requirements of ch. NR 208 Wisconsin Administrative Code. The report must be accepted by resolution by the governing body (Village Board) before submission to the Department of Natural Resources.

ATTACHMENT: ORDINANCE_____ RESOLUTION X OTHER X

RECOMMENDATION:

It is my recommendation to send forward to the Village Board the 2017 CMAR and adopt its results by resolution of the full 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.

STATE OF WISCONSIN
VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. ____-18

A RESOLUTION ADOPTING THE 2017 WISCONSIN POLLUTION DISCHARGE
ELIMINATION SYSTEM COMPLAINT MAINTENANCE ANNUAL REPORT

WHEREAS, by the action taken in Resolution NO. ____-18, the Village is a participant in the Wisconsin Pollutant Discharge Elimination System ("WPDES") program; and

WHEREAS, participants in the WPDES program are required to renew their General Permits issued under that program; and

WHEREAS, the permit renewal requires the Village to complete and submit a Compliance Maintenance Annual Report ("CMAR"); and

WHEREAS, the Village's Public Works Committee reviewed the attached CMAR report and forwarded the same to the Village Board with a recommendation for adoption; and

WHEREAS, the Village Board having reviewed the same concurs with the recommendation of the Public Works Committee;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, do hereby adopt the attached Compliance Maintenance Annual Report.

BE IT FURTHER RESOLVED that the Village Wastewater Superintendent is hereby directed and authorized to include the attached CMAR in the Village's application for the renewal of its WPDES General Permit.

Introduced by Trustee:

Adopted: June 18, 2018

Vote: Ayes: ____ Nays: ____ Absent: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

Compliance Maintenance Annual Report

Germantown Village

Last Updated: Reporting For:

5/24/2018

2017

Financial Management

1. Provider of Financial Information

Name:

Timothy Zimmerman

Telephone:

(262)253-7765

(XXX) XXX-XXXX

E-Mail Address
(optional):

fullrut06@yahoo.com

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

☒ Yes (0 points)

☐ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2017

0

☒ 0-2 years ago (0 points)

☐ 3 or more years ago (20 points)

☐ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

☒ Yes (0 points)

☐ No (40 points)

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2017

☒ 1-2 years ago (0 points)

☐ 3 or more years ago (20 points)

☐ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 693,021.14

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 693,021.14

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 33,153.74

Compliance Maintenance Annual Report

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2017

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 726,174.88

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

none

3.3 What amount should be in your Replacement Fund?

\$ 125,000.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below.

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Private property I/I remediatio	375000	2018
2	48" Interceptor Rehabilitation 7600 lin. ft. 2018 cost 2.9 million	2900000	2018
3	Park Avenue Sewer relays	175000	2018
4	Wrenwood pump station and interceptor	1400000	2019

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 8

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	62,751	
February	62,288	
March	59,440	
April	62,783	
May	68,227	
June	58,921	
July	55,755	
August	49,186	
September	46,088	
October	41,033	
November	41,589	
December	45,189	
Total	653,250	0
Average	54,438	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives

☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

energy audit by siemens 2019

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continue to reduce system I/I. Use cost effective I/I removal technologies. Continue to provide current levels of service and improve on them as time and money allow.

Did you accomplish them?

☒ Yes

☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Chapter13, sub 3 Muncipal Code

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2003-01-01

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☐ Rehabilitated sewer and lift station installation, testing and inspection

☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

☒ Equipment and replacement part inventories

☒ Up-to-date sewer system map

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- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
 - ☒ A description of routine operation and maintenance activities (see question 2 below)
 - ☒ Capacity assessment program
 - ☒ Basement back assessment and correction
 - ☒ Regular O&M training
 - ☒ Design and Performance Provisions [NR 210.23 (4) (e)]
- What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 - ☒ Construction, Inspection, and Testing
 - ☒ Others:

<http://www.village.germantown.wi.us/DocumentCenter/View/76>
Industry accepted best practice

- ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)]
- Does your emergency response capability include:
- ☒ Responsible personnel communication procedures
 - ☒ Response order, timing and clean-up
 - ☒ Public notification protocols
 - ☒ Training
 - ☒ Emergency operation protocols and implementation procedures
- ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 - ☐ Special Studies Last Year (check only those that apply):
- ☒ Infiltration/Inflow (I/I) Analysis
 - ☐ Sewer System Evaluation Survey (SSES)
 - ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
 - ☐ Lift Station Evaluation Report
 - ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	14	% of system/year
Root removal	0	% of system/year
Flow monitoring	100	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	2	% of system/year
Manhole inspections	8	% of system/year
Lift station O&M	180	# per L.S./year
Manhole rehabilitation	2	% of manholes rehabbed
Mainline rehabilitation	.7	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

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Private sewer I/I removal % of private services

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

Total actual amount of precipitation last year in inches

Annual average precipitation (for your location)

Miles of sanitary sewer

Number of lift stations

Number of lift station failures

Number of sewer pipe failures

Number of basement backup occurrences

Number of complaints

Average daily flow in MGD (if available)

Peak monthly flow in MGD (if available)

Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

Lift station failures (failures/year)

Sewer pipe failures (pipe failures/sewer mile/yr)

Sanitary sewer overflows (number/sewer mile/yr)

Basement backups (number/sewer mile)

Complaints (number/sewer mile)

Peaking factor ratio (Peak Monthly:Annual Daily Avg)

Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes

☒ No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

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- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

I/I is trending down due to manhole rehab and mainline grouting

5.4 What is being done to address infiltration/inflow in your collection system?

on going manhole rehab, mainline pipe evaluations, PP I/I program through MMSD

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

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Last Updated: Reporting For:
5/24/2018 2017

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Village of Germantown

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

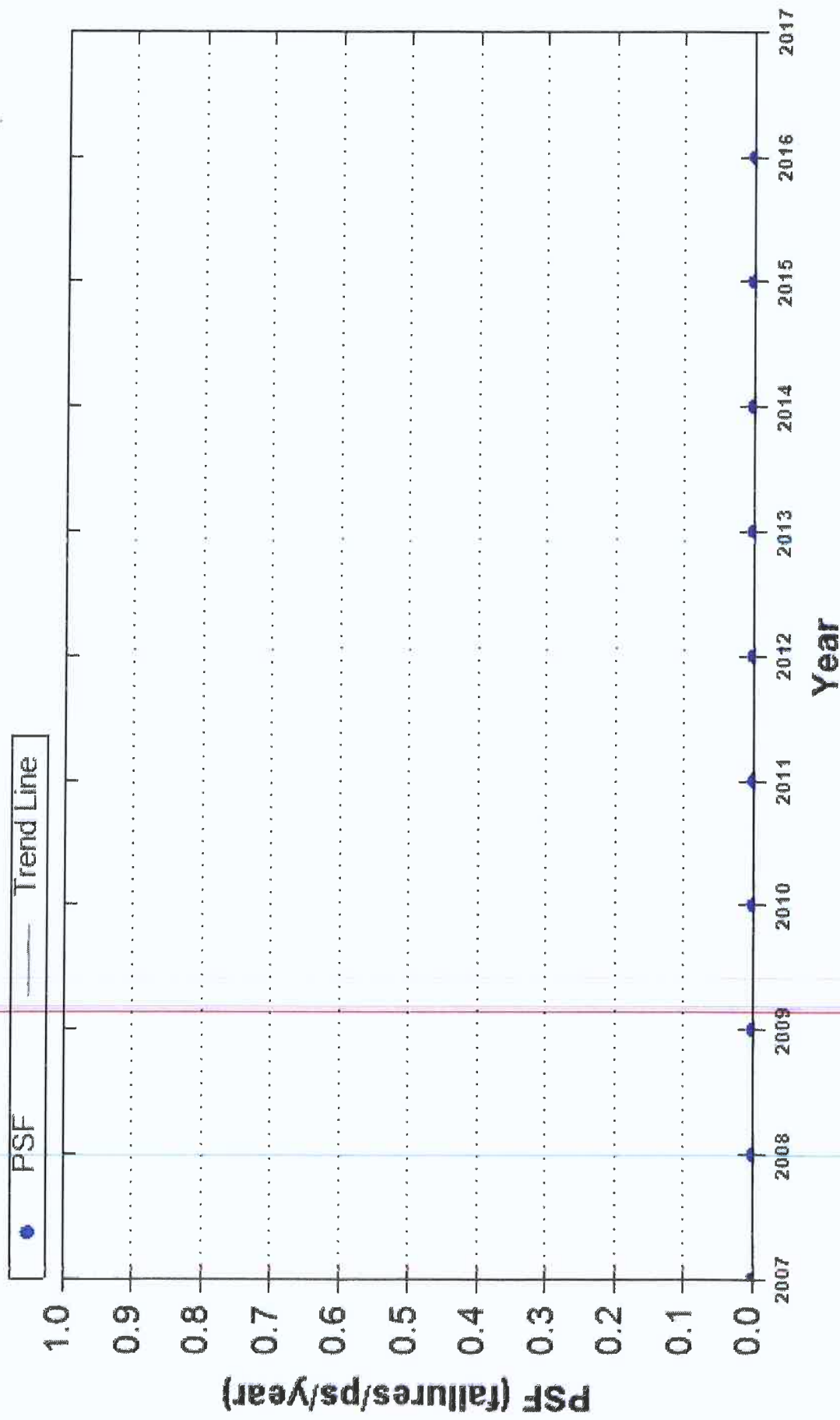
G.P.A. = 4.00

Germantown Village

Linear equation uses 2007 - 2017 CMAR data

for Trend Line: PSF: $y = 0x + 0$

Collection System O&M Performance Indicators: PSF - Pump Station Failures

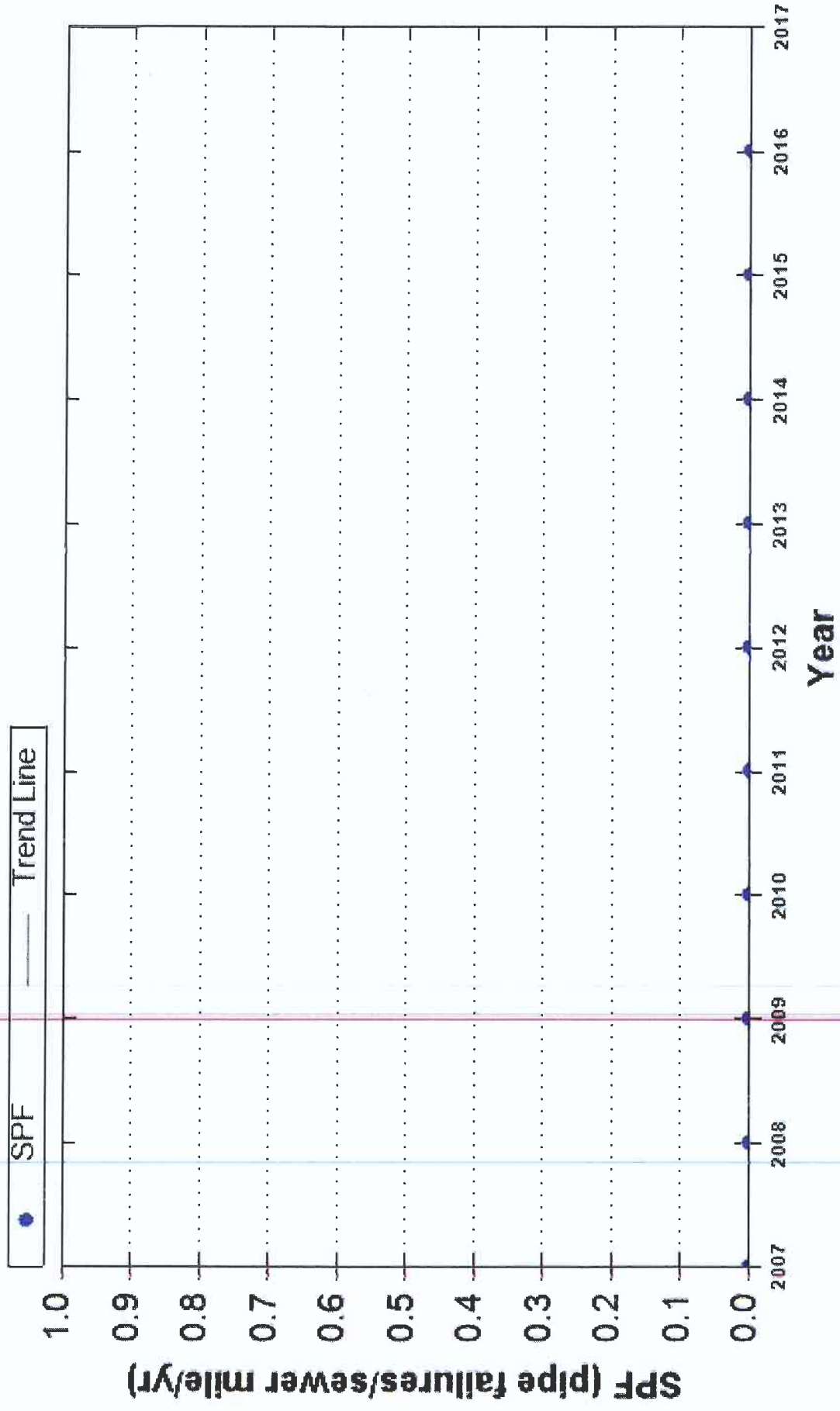


Germentown Village

Linear equation uses 2007 - 2017 CMAR data

for Trend Line; SPF: $y = 0x + 0$

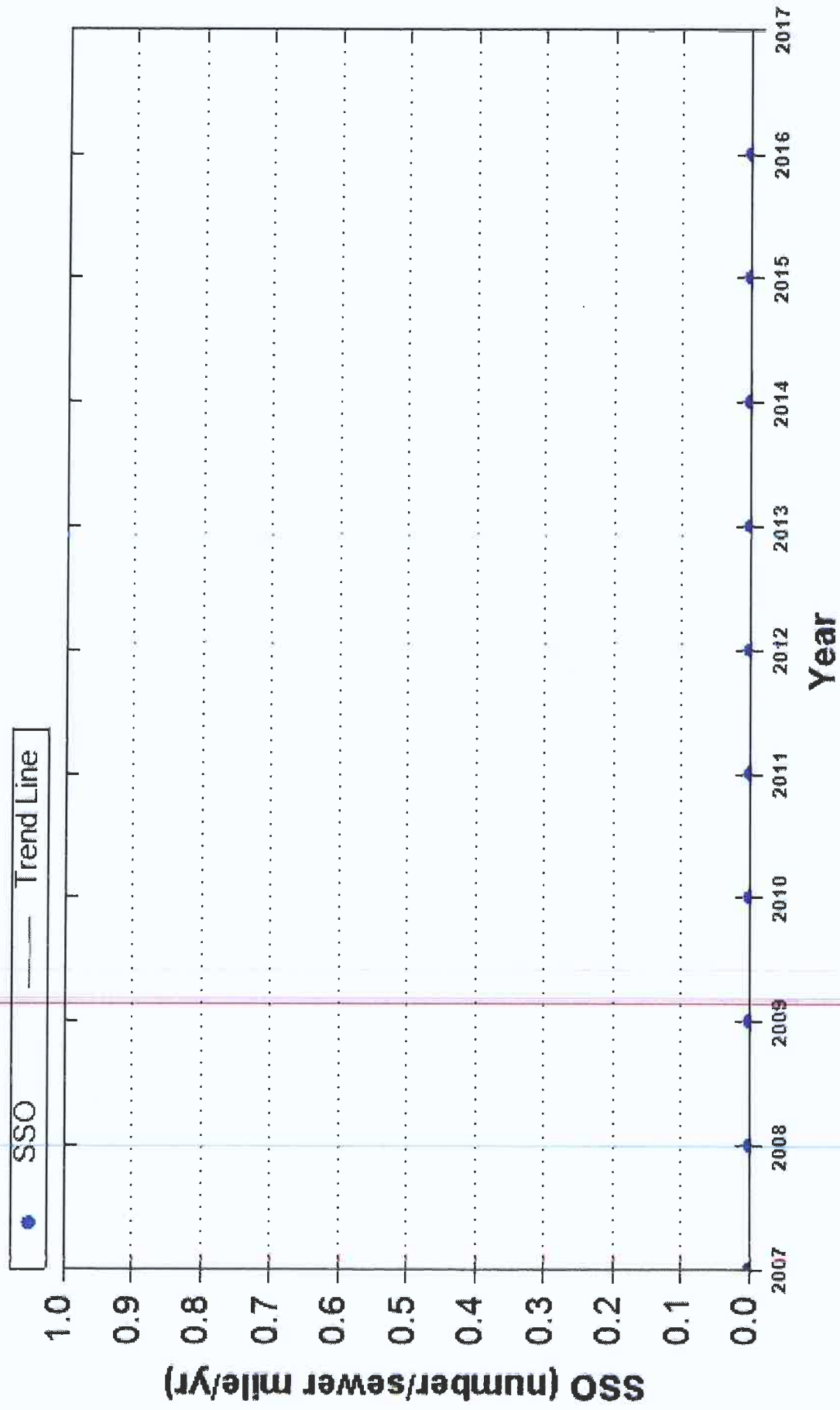
Collection System O&M Performance Indicators: SPF - Sewer Pipe Failures



Germantown Village

Linear equation uses 2007 - 2017 CMAR data
for Trend Line: SSO: $y = 0x + 0$

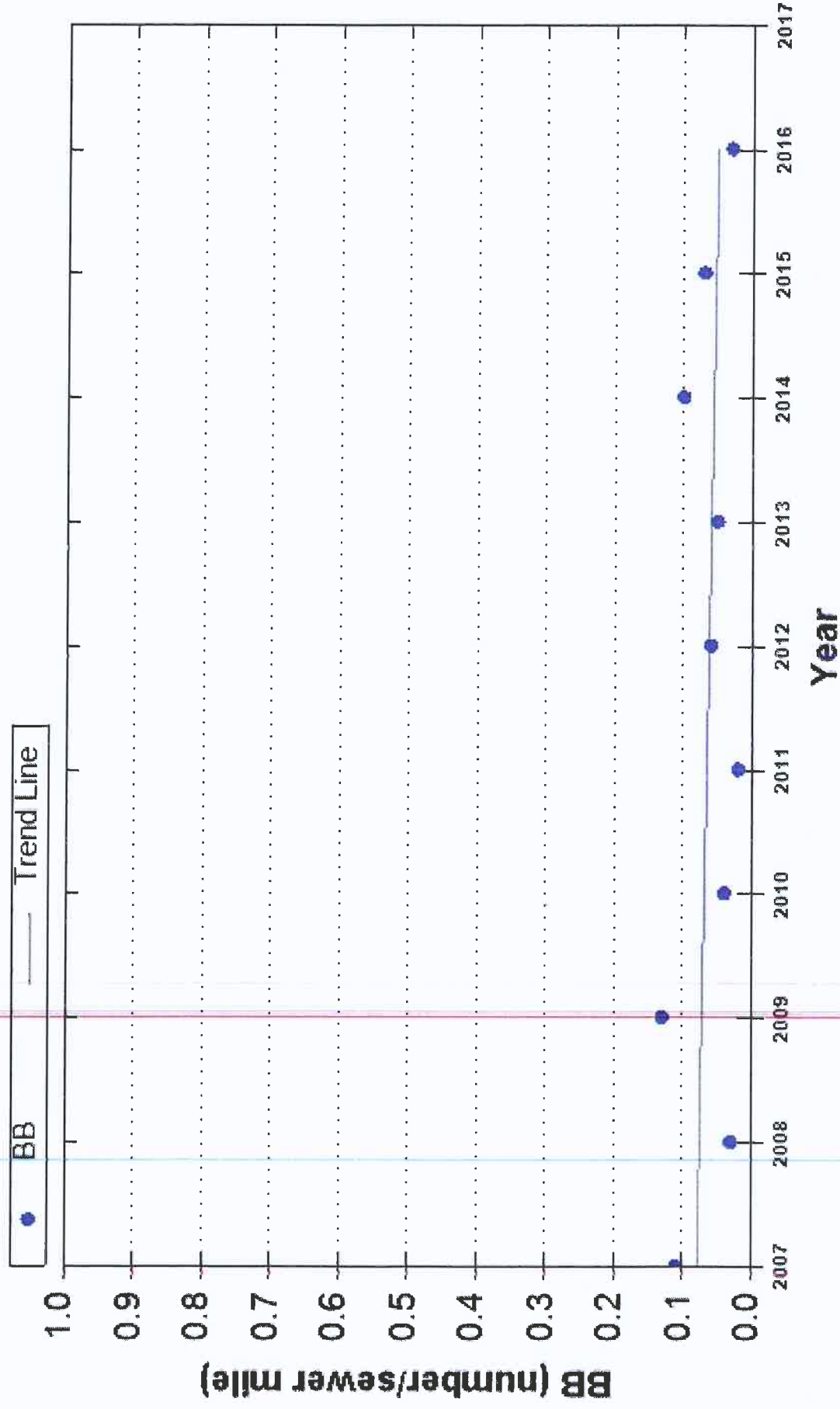
Collection System O&M Performance Indicators: SSO - Sanitary Sewer Overflows



Germantown Village

Linear equation uses 2007 - 2017 CMAR data
for Trend Line: BB: $y = -0.003151x + 0.08$

Collection System O&M Performance Indicators: BB - Basement Backups

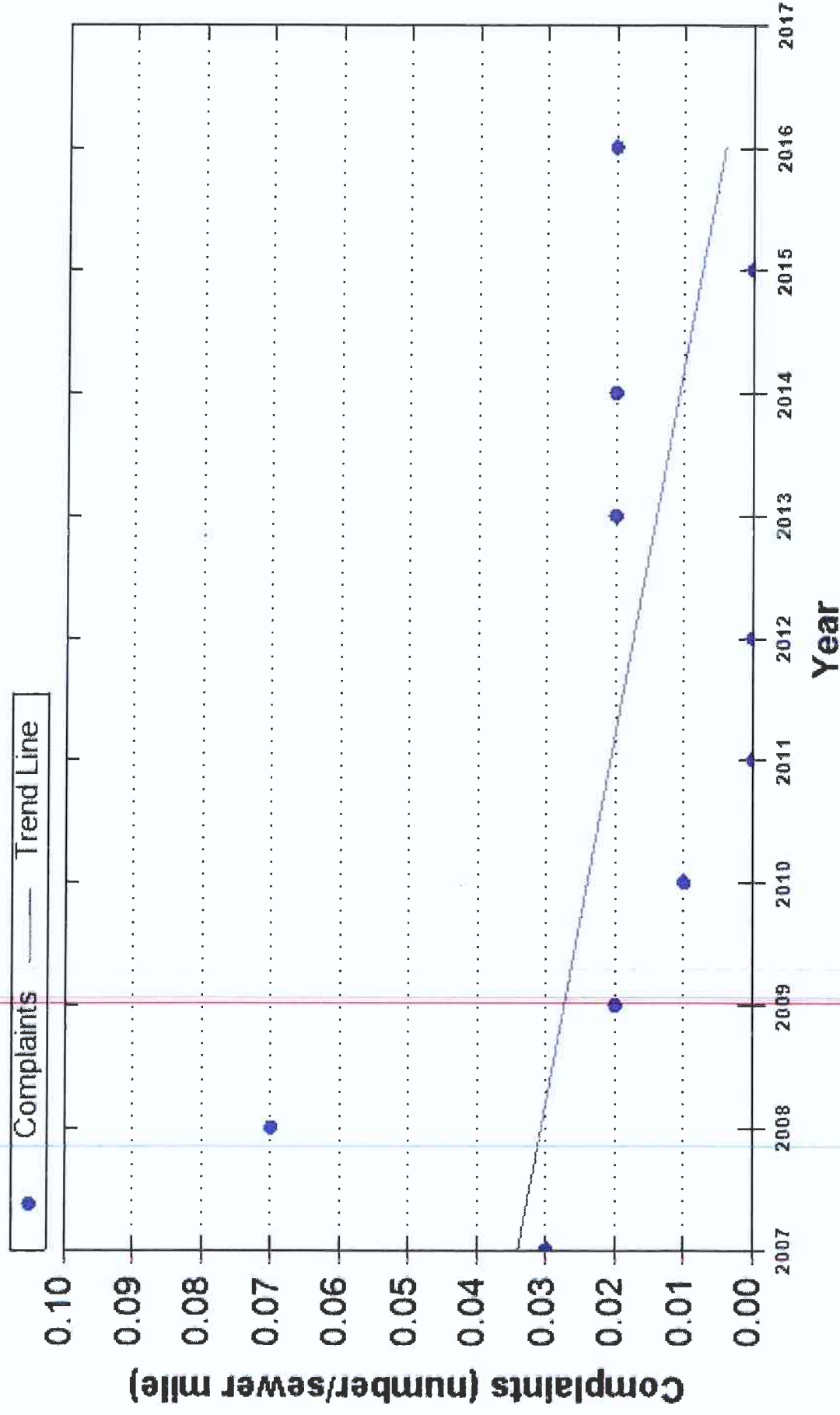


Germantown Village

Linear equation uses 2007 - 2017 CMAR data

for Trend Line: Complaints: $y = -0.003334x + 0.03$

Collection System O&M Performance Indicators: Complaints



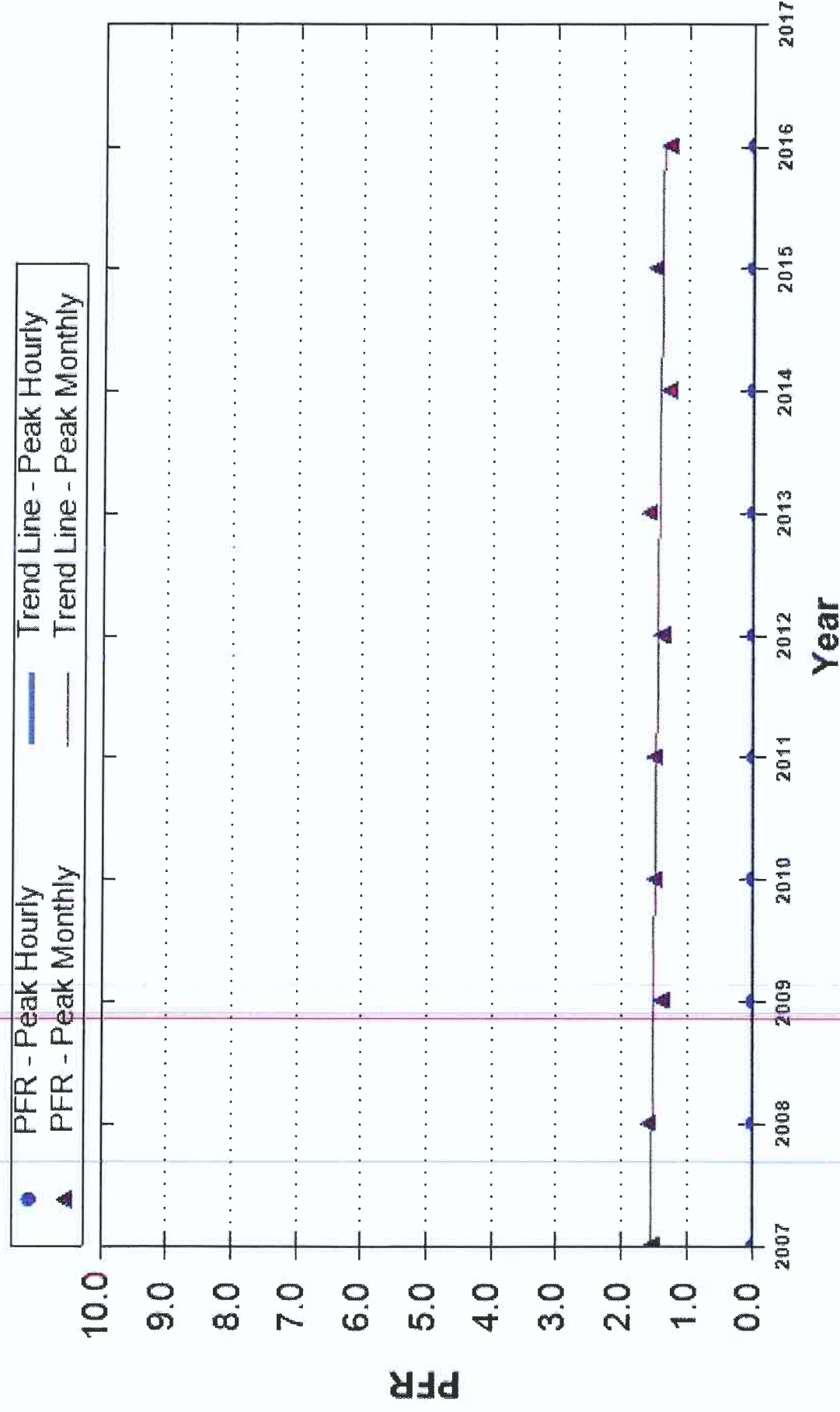
Germentown Village

Linear equations use 2007 - 2017 CMAR data

for Trend Lines: PFR - Peak Hourly: $y = 0x + 0$

PFR - Peak Monthly: $y = -0.019700x + 1.55$

Collection System O&M Performance Indicators: PFR - Peaking Factor Ratio (Hourly and Monthly)



BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE

GERMANTOWN, WI

MEETING DATE: June 6, 2018

AGENDA ITEM: New Business

ITEM TITLE: Resolution Authorizing Application to SEWRPC for a Sanitary Sewer Service Area Amendment for Wrenwood Subdivision Development

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

SUMMARY EXPLANATION:

The Village Board is required to pass a Resolution authorizing and directing Village staff to contact and work with SEWRPC to begin the process of adding area not currently in the sewer service area into the sewer service area. As the initial step in the process staff is bring the Resolution to the Public Works and Highway Committee.

The Sanitary Sewer Service Area (SSSA) amendment process must be fully executed before sanitary sewer can be extended into these lands to service prospective Wrenwood Subdivision Development.

Plan Commission has previously approved to amend the Land Use Plan Map of the Village of Germantown 2020 "Smart Growth" Comprehensive Plan for the Wrenwood Subdivision Development (Briscoe Management & Development Property)

ATTACHMENTS:

- 1) Resolution (includes Exhibits)

STAFF RECOMMENDATION TO COMMITTEE:

Approve the Resolution as proposed.

COMMITTEE ACTION:

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

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. XX-2018

A RESOLUTION AUTHORIZING AND DIRECTING VILLAGE STAFF TO CONTACT AND WORK WITH THE SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION (SEWRPC) TO AMEND THE REGIONAL WATER QUALITY MANAGEMENT PLAN TO INCLUDE LANDS GENERALLY LOCATED BETWEEN THE EXSITING SEWER SERVICE AREA TO THE NORTHWEST, THE RAIL ROAD TRACKS TO THE WEST, PROPOSED NEW BOUNDARY ON THE SOUTH, NORTH AND EAST AS DESCRIBED IN THE LEGAL DESCRIPTION AND DEPICTED ON THE ATTACHED EXHIBIT B.

WHEREAS, the Village of Germantown falls within the Milwaukee Metropolitan Sewerage District ("MMSD") boundaries and portions of the Village are within a MMSD sanitary sewer service area; and,

WHEREAS, the Village Board of the Village of Germantown anticipate that development within the Village will push beyond the current sewer service area boundaries; and,

WHEREAS, the Village Board wishes to extend the current sewer service area boundaries to include the areas of anticipated development; and,

WHEREAS, Chapter 7 of the MMSD's Rules and Regulations provides for the process to add area to a sanitary sewer service area commencing with an amendment to the applicable Regional Water Quality Management Plan; and,

WHEREAS, the Village's current sanitary sewer service area is part of Southeastern Wisconsin Regional Planning Commission's ("SEWRPC") Community Assistance Planning Report No. 70 dated July 1983 and as amended in 1989, 1998, 2003 and 2009 (the "PLAN");

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby authorize and direct Village staff to contact SEWRPC to pursue an amendment to the Plan to include the area fully described in the attached Exhibit A and as shown for reference in Exhibit B.

Introduced by:

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Boldrey, WCMC/CMC
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF AREA PROPOSED TO BE ADDED

THAT PART OF THE NORTHWEST ¼ OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

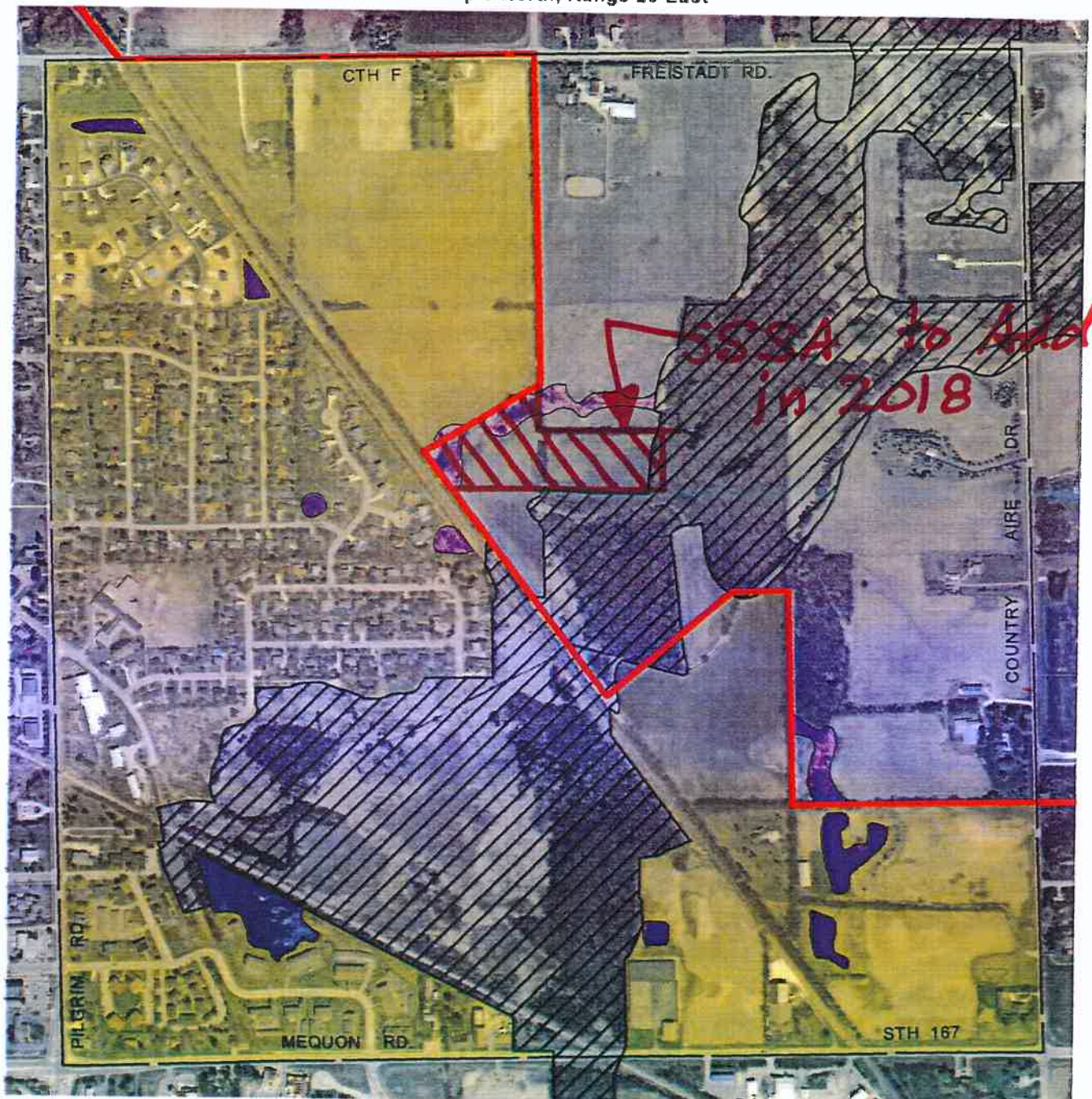
COMMENCING AT THE CENTER OF SECTION OF SAID SECTION 23; THENCE SOUTH 88°29'55" WEST ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 23 223.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE NORTH 37°49'50" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE 274.92 FEET TO THE PLACE OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED: THENCE CONTINUING NORTH 37°49'50" WEST ALONG THE SAID EAST RIGHT-OF-WAY LINE 957.45 FEET; THENCE NORTH 88°36'24" EAST 187.19 FEET; THENCE SOUTH 51°13'59" WEST 92.51 FEET; THENCE SOUTH 38°46'01" EAST 164.71 FEET; THENCE SOUTH 88°20'42" EAST 115.47 FEET TO THE BEGINNING OF A CURVE OF RADIUS 75.00 FEET, THE CENTER OF WHICH LIES TO THE NORTH; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 220.64 FEET, THE CHORD OF WHICH BEARS SOUTH 82°33'21" EAST 149.24 FEET; THENCE SOUTH 76°46'01" EAST 160.00 FEET; THENCE NORTH 12°46'01" WEST 121.64 FEET; THENCE NORTH 73°25'08" EAST 349.28 FEET TO THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE SOUTH 02°05'06" EAST ALONG THE WEST LINE OF SAID NORTHEAST ¼ 264.78 FEET; THENCE NORTH 88°36'40" EAST 730.00 FEET; THENCE SOUTH 01°21'20" EAST 440.00 FEET; THENCE SOUTH 88°36'40" WEST 1108.81 FEET TO THE PLACE OF BEGINNING. CONTAINING 698,954 SQFT OR 16.0458 ACRES.

EXHIBIT B

MAP OF PROPOSED ADDITION

ENVIRONMENTALLY SIGNIFICANT LANDS AND PLANNED SANITARY SEWER SERVICE AREA FOR THE VILLAGE OF GERMANTOWN

U.S. Public Land Survey Section 23
Township 9 North, Range 20 East



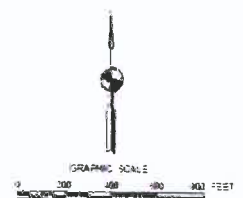
Photography Date: April 2005

- PRIMARY ENVIRONMENTAL CORRIDOR
- WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE
- SURFACE WATER WITHIN ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS

GROSS SANITARY SEWER SERVICE AREA BOUNDARY

PLANNED SANITARY SEWER SERVICE AREA

NOTE: This map replaces a portion of Map 5-8, page 18, of SEWRPC Amendment to the Regional Water Quality Management Plan, Village of Germantown, March 1998



Source: SEWRPC.

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

MEETING DATE: June 6, 2018

AGENDA ITEM: New Business **E**

ITEM TITLE: Harvest Hills Subdivision __ Development Agreement

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

SUMMARY EXPLANATION:

The Development Agreement for the Harvest Hills Subdivision is presented for approval. While the proposed subdivision is concurrently being processed through the Plan Commission for Preliminary Plat approval staff desired to bring the Development Agreement to the Public Works and Highway Committee for approval contingent that any change made by the Plan Commission would be incorporated into the final Developers agreement.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

- Development Agreement- Harvest Hills Subdivision

RECOMMENDATION:

Staff recommends the Public Works & Highway Committee approve the Development Agreement contingent that any actions taken by the Plan Commission be incorporated in the Final Development Agreement for Harvest Hills Subdivision and to forward to the Village Board with a positive recommendation to approve the Developers Agreement for Harvest Hills Subdivision.

COMMITTEE ACTION:

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

DEVELOPMENT AGREEMENT
HARVEST HILLS

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 **Harvest Hills Subdivision, LLC.**, hereinafter referred to as "Developer".

WHEREAS, the Village has heretofore approved or anticipates approving in the near future, the Subdivision Plat (Exhibit B), located in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; all in Section 24, Township 9 North, Range 20 East in the Village of Germantown, Washington County, Wisconsin; and

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed 42-Lot single-family residential subdivision (the "Development" or "Subdivision") to be located in the Village of Germantown in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, all in Section 24, Township 9 North, Range 20 East (the "Property") which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

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

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

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

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

DEVELOPMENT AGREEMENT

ARTICLE I - REQUIRED IMPROVEMENTS

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

1.02 PRIVATE ONSITE WASTEWATER TREATMENT SYSTEMS (POWTS). Developer is not required to install public sanitary sewer in this development. The individual lots are to be served by (POWTS). The Mound Systems are to be approved by Washington County Land Use Division and are to be constructed pursuant to the Permit issued by Washington County.

1.03 PRIVATE WELLS. Developer is not required to install a public water main. The individual lots are to be served by Private Wells.

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

1.05 GRADING AND SURFACING OF PUBLIC STREETS. All Development streets shall be graded and surfaced in accordance with Sections 18.08(2), (3) and (5) of the Municipal Code and shall be located and be of the dimensions as depicted on the site Development Plan. The Development's internal roads shall have a rural cross section for vehicular access to all lots within the Subdivision. The final layer of street surfacing shall be installed at the direction of the Village Engineer. Disturbed edges of asphalt created by connecting to existing Village or County streets shall be saw-cut full road width prior to resurfacing. The intersection of Freistadt Road and Taylor Trail shall be constructed as a Washington County TYPE "C" Entrance as approved by the Washington County Highway Department. The intersection of Taylor Trail to Elm Lane shall be constructed as a long sweeping radius maintaining the 24-foot-wide rural cross-section with a taper at the easterly terminus point connecting to the existing Elm Lane and as indicated on the approved plans.

Developer shall be responsible for improvements to Elm Lane from the end of radius of Taylor Trail's connection to Elm Lane to the east property line of the Development, which is approximately 740 lineal feet. The Village, in accordance with Section 18.08(15), and in its

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discretion will require Elm Lane to be improved to a rural road. In Lieu of escrowing funds to defray the cost of the design and construction of such street improvements the Village will accept the estimated value of improvements in the amount of \$55,000.00, in the form of cash payment to be paid at the time of execution of the Development Agreement.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all grading, street surfacing, concrete curb and gutter, walkway, and traffic signs and street signs before authorization for construction will be given. Design and installation shall conform to Sec. 18.07(3), 18.08(2), 18.08(3), 18.08(4), 18.08(6), and 18.08(13) and 18.08(15) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 3.0 "Grading and Erosion Control Requirements" and Sec. 8.0 "Roadway Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All grading, street surfacing, concrete curb and gutter, traffic signs and street signs that are to be transferred to the Village shall be contained in Village right-of-way dedicated to the Village.

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

1.06 CURB AND GUTTER. Developer shall construct, at a minimum, concrete curb and gutter in accordance with Sec. 18.08(4) of the municipal Code within the Development at the locations depicted on the approved Site Development Plan. All intersections shall have curb/gutter installed to the tangent of the radius. This requirement includes Taylor Trail/Freistadt Road, Taylor Trail/Hazel Lane and Taylor Trail/Sunrise Circle. The curb/gutter on Freistadt Road shall be extended to the endpoint of the excel/decell lanes on Frestadt Road.

1.07 SURVEY MONUMENTS. The Developer shall install survey monuments, to include interior and exterior boundary markers, in accordance with Sections 18.02(4)© and

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18.08(1) of the Municipal Code not later than one year (12 months) after the acceptance of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.11 STREET TREES. Developer shall install street trees in roadway terraces of the Subdivision spaced at one tree per 50 linear feet. The timeline installation of street trees fronting each lot will be staggered to occur as each home is individually constructed.

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

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

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1.12 STREET LIGHTS AND YARD LIGHTS. 1) Developer shall be required to provide street lights in accordance with Section 18.08(12) of the Municipal Code. Said street lights shall be of an approved design and furnished and installed by Developer within the Development and all costs for the furnishing and installation of such street lights shall be borne by Developer. Street lights shall be LED. Street lights shall be installed at the following intersections; 1) Taylor Trail and Freistadt Road, and 2) Taylor Trail and Elm Lane.

2) Electric yard lights for each lot in the Development shall be required as provided in Section 18.08(12) of the Municipal Code. Such lights shall be of uniform design throughout the Development to meet industry standards for minimum illumination levels and they shall be installed as part of the original building construction. Provisions for the maintenance of the electric lights shall be included in the deed restrictions recorded by Developer, subject to prior review and approval by the Village Attorney.

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

1.14 SIDEWALK/PATHWAY. Developer shall install an eight-foot-wide by approximately 600 lineal feet long asphalt paved walk/pathway from the west side of Taylor Trail to the east end of the westerly section of Elm Lane (Forest Heights area) and as depicted on sheet GP3 of the approved construction plans. The Developer shall be responsible for all costs for design and installation of the 8-foot walk/pathway.

Developer shall design and submit to the Village for approval all proposed plans and specifications before authorization for construction is given.

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1.15 STREET SIGNS & MARKINGS. A street sign marking plan shall be submitted by Developer as required in Section 2.03 for review and approval by the Village Engineer. Developer shall pay to the Village Treasurer the cost of installation of street signs by the Village, pursuant to Section 18.08(13) of the Municipal Code.

At a minimum, the Public Safety Committee requires the following signage: "Stop" signs at the intersections of Taylor Trail /Freistadt Road, Sunrise Circle/Taylor Trail, Hazel Lane(cul-de-sac)/Taylor Trail and Hazel Circle(east)/Taylor Trail; a "No Outlet" sign on Hazel Circle east of Taylor Trail; and street name signs at all intersections. Pursuant to Village Board actions on March 6, 2006, "Public Safety Numbers" shall be required on each lot near the street.

For safety and protection of the public, Developer shall install a permanent barricade immediately upon the installation of the binder layer of asphalt, which shall be constructed in accordance with specifications established by the Village Engineer at the following location: East end of Hazel Lane.

ARTICLE II - CONSTRUCTION

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

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

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

2.02 BUILDING AND OCCUPANCY PERMITS. No building or occupancy permits shall be issued by the Village for any construction within the Subdivision until all roads, storm

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sewer, and all other improvements required under this Agreement are installed, inspected by the Village Engineer Department Inspection staff and/or Highway Dept., approved by the Village Engineer, the Village has received all record-drawings in accordance with 2.05 below, and have been accepted by the Public Works & Highway Committee, except that notwithstanding the above, building permits may be issued prior to the installation of the initial asphalt lift on roadway surfaces (roadway areas must be stoned) provided that Developer's Letter of Credit provides for acceptable security to the Village to ensure eventual installation. Occupancy permits may be issued prior to the installation of the final asphalt lift on roadway surfaces and sidewalk installation provided that Developer's Letter of Credit provides for acceptable security to the Village to ensure eventual installation.

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

- (1) Grading plans, including interim and final;
- (2) Erosion & sediment control plans, including interim and final;
- (3) Private utility plans and capacity computations, including storm sewer & laterals;
- (4) Paving plans & profiles, including public roads, sidewalks, curb-and-gutter.
- (6) Storm water management plan
- (7) Landscape plans;
- (8) Sign and Street marking plans

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

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

2.05 RECORD DRAWING DOCUMENTS. Developer shall prepare and submit to the Village Engineer record-drawing documents in digital format (i.e., .dwg extension) of the post-construction storm water management. All record-drawing measurements shall include

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horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27)). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department. Record drawings shall be submitted by Developer before applying for a Village occupancy permit.

ARTICLE III - DEDICATION AND ACCEPTANCE

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

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

ARTICLE IV - PAYMENT OF FEES

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

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

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determined in accordance with Sec. 3.14 of the Municipal Code. These fees include:

Parks: (\$736.00/Res. Unit)
Fire: (\$171.00/Res. Unit)
Police: (\$148.00/Res. Unit)
Library: (\$281.00/Res. Unit)

These fees are payable at the time of individual lot Building Permit issuance.

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

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

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

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

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

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. NONE

5.02 SEWER CAPACITY. NOT APPLICABLE

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

5.04 PHASES. Developer has represented that it will construct the public improvements (ROADS) 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 GARBAGE/RECYCLABLE COLLECTION: In accordance with Section 11.08 of the Municipal Code, the Village is responsible for garbage, refuse and recyclables collection for the Development. The residences with access by the private driveway will be required to place their trash & recycle carts along Elm Lane due to concerns that the garbage collection trucks may cause damage to the paved driveway and for the ability of the trucks to turn around.

5.06 ROADWAY MAINTENANCE: (1) Taylor Trail, Sunrise Circle and Hazel Lane will be Public Roads and will be maintained, including snow & ice removal, by the Village; (2) Private Driveway: The Developer, its successors and assigns shall be responsible to provide or contract for all maintenance and repairs, including snow and ice removal for the Private Driveway.

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

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

DEVELOPMENT AGREEMENT

charges shall be collected on the next succeeding tax roll as are other special assessments or charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

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

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than

DEVELOPMENT AGREEMENT
HARVEST HILLS

\$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 the presence of toxic or hazardous material or substances present or suspected to be present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with the platting/subdivision of Developer's Property as more specifically detailed in the terms of this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

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

- (a) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (b) subject to paragraphs (c) through (f) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;

DEVELOPMENT AGREEMENT

- (c) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (d) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (e) Developer shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (f) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

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

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

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

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

DEVELOPMENT AGREEMENT
HARVEST HILLS

ARTICLE IX - GENERAL PROVISIONS

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

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

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

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

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

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

9.07 AUTHORITY. Harvest Hills Subdivision, LLC, Owner and Developer.

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

9.09 NO WAIVER. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a duly signed and executed, written amendment by all parties to this Agreement. The Village's failure to act or exercise any right under this Agreement shall not

DEVELOPMENT AGREEMENT

constitute the approval or a waiver of its right to act or exercise any right under this Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

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

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

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

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

ARTICLE X - NON-ASSIGNMENT

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

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.

HARVEST HILLS, LLC

By: _____
Print Name: **SHARI WAGGGONER**

DEVELOPMENT AGREEMENT
HARVEST HILLS

OWNER / DEVELOPER

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2018, the above-named, Shari Waggoner, to me known to be the person who executed the foregoing instrument and to me known to be such OWNER, and acknowledged that he executed the foregoing instrument in such capacity.

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

"In Duplicate"

VILLAGE OF GERMANTOWN

By _____
Dean Wolter, Village President

By _____
Deanna D, Boldrey Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally, came before me this ____ day of _____, 2018, the above-named, Dean

DEVELOPMENT AGREEMENT

M. Wolter, Village President, and Deanna D. Boldrey, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

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

DEVELOPMENT AGREEMENT
HARVEST HILLS

EXHIBIT “A”

FINANCIAL

DEVELOPMENT AGREEMENT

EXHIBIT “B”

PLAT MAP

DEVELOPMENT AGREEMENT
HARVEST HILLS

EXHIBIT “C”

LABOR RATES

DEVELOPMENT AGREEMENT

EXHIBIT “D”

MAP

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

MEETING DATE: September 12, 2017

AGENDA ITEM: New Business **F**

ITEM TITLE: Consideration/Approval of Easement Documents –
Heritage Place joint Venture, LLC (Saxony Village)

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

SUMMARY EXPLANATION:

The easement is located within the Saxony Village Development. The easement is for public sanitary sewer and water main.

Staff recommends the acceptance and approval of the easement.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

- Attached easement documents

RECOMMENDATION:

Staff recommends acceptance and approval of the easement.

COMMITTEE ACTION:

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

Document Number	Sanitary Sewer and Water Main Easement	This space reserved for recording data:
This Sanitary Sewer and Water Main Easement (the "Easement") is made by and between HERITAGE PLACE JOINT VENTURE, LLC, and the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation ("Grantee"), as of the date signed by Grantor set forth below. FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), a sanitary sewer and water main easement with the right, permission and authority to enter upon, construct, install, maintain, in, through, under, across, and upon the following described tract of land:		Return to: Village of Germantown PO BOX 337 Germantown, WI 53032

That part of Outlot 3 in Assessor's Plat of the Village of Germantown, being part of the Northwest 1/4 of the Southeast 1/4 of Section 22, Town 9 North of Range 20 East, Washington County, Wisconsin which is bounded and described as follows: Commencing at the Northwest corner of the Southeast 1/4 of Section 22; thence North 88°37'57" East along the North line of the Southeast 1/4 a distance of 1318.93 feet to a point; thence South 01°56'55" East 693.82 feet to a point on the North line of Hilbert Lane and the point of beginning of the land hereinafter described; thence South 01°56'55" East 50.00 feet to a point; thence South 88°03'05" West 15.00 feet to a point; thence South 01°56'55" East 529.76 feet to a point on the North line of existing sanitary sewer easement recorded as Doc. No. 367492; thence North 89°44'03" West along said North line 20.01 feet to a point; thence North 01°56'55" West 528.31 feet to a point; thence North 63°30'42" West 418.23 feet to a point; thence South 26°29'18" West 183.00 feet to a point; thence North 63°30'42" West 51.00 feet to a point; thence North 26°29'18" East 20.00 feet to a point; thence South 63°30'42" East 31.00 feet to a point; thence North 26°29'18" East 163.00 feet to a point; thence North 63°30'42" West 194.19 feet to a point; thence South 26°29'18" West 163.00 feet to a point; thence South 63°30'42" East 31.00 feet to a point; thence South 26°29'18" West 20.00 feet to a point; thence North 63°30'42" West 51.00 feet to a point; thence North 26°29'18" East 183.00 feet to a point; thence North 63°30'42" West 77.28 feet to a point; thence North 26°29'18" East 15.00 feet to a point; thence North 63°30'42" West 71.22 feet to a point; thence North 76°23'20" West 146.74 feet to a point; thence North 00°54'15" West 20.66 feet to a point; thence South 76°23'20" East 154.17 feet to a point; thence South 63°30'42" East 129.15 feet to a point; thence North 26°29'18" East 18.00 feet to a point; thence South 63°30'42" East 20.00 feet to a point; thence South 26°29'18" West 18.00 feet to a point; thence South 63°30'42" East 312.39 feet to a point; thence North 26°29'18" East 18.00 feet to a point; thence South 63°30'42" East 20.00 feet to a point; thence South 26°29'18" West 18.00 feet to a point; thence South 63°30'42" East 279.87 feet to a point; thence North 88°03'05" East 55.08 feet to the point of beginning.

Containing 51,391 Square Feet or 1.1798 Acres of land.

The location of the easement hereinbefore described with respect to the premises of the Grantor is shown on the drawing attached hereto, marked "Exhibit A", and made a part hereof.

Grantors hereby warrant that they have legal title to the lands which are the subject of this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Germantown in its exercise of rights under the easement herein granted against any defect in title to the land involved or the right of the Grantors to make the grant herein contained.

The right, permission and authority is also granted said Grantee, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the existing water main and maintenance of the facilities or represent a hazard to such facilities. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

Grantee shall perform such regular and customary, or extraordinary or emergency maintenance, repairs or replacement to the improvements as it shall deem necessary and appropriate. Upon completion of any such work, Grantee shall backfill to approximate the pre-existing grade. Grantor, Grantor's successors and assigns, or the tenants of either shall be responsible for the restoration of topsoil, turf or other landscaping, or surface paving disturbed as a result of such work undertaken by Grantee.

The Grantor(s), their successors and assigns, covenant(s) and agree(s) to restrict the use of the land included in the easement described hereinabove as follows:

(1) The land will only be put to uses consistent with this easement such as lawn areas, driveways and small and easily movable structures that will not interfere with access to facility or its appurtenances, with the exception of item (3), below.

(2) No obstruction of access to the facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.

(3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches without the prior written approval of the Village Engineer of the Grantee.

In consideration of the foregoing grant of this **Sanitary Sewer and Water Main easement** and the covenants herein contained, Grantor and Grantee agree that (i) Grantor, in and upon developing Grantor's Land, may freely install laterals and connections to and utilize all improvements installed by Grantor pursuant to this Easement (including the water systems of which they are part) in accordance with the Village of Germantown Code, (ii) from and after the acceptance of dedication of the **Sanitary Sewer and Water Main** to be installed in the easement granted hereunder.

Grantee will indemnify and hold Grantor, including its members, officer, employees, successors and assigns, harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost and/or expense on account of injury to or death of any person or persons whomsoever in any way arising out of caused, connected with, or attributed to the Easement, this agreement or the rights herein granted, and Grantee, will defend by counsel satisfactory to Grantor any suit or action brought against same based on any alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys' fees connected therewith or resulting therefrom, and (iii) in connection with the hook-up by Grantor to the municipal water distribution system and the municipal sanitary sewer system, the Village of Germantown shall levy upon Grantor only charges of general applicability to and for utilization of Village of Germantown water main and sanitary sewer facilities and improvements; no special or unique, tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge, or any other charge not generally levied upon one connecting to the municipal water distribution system and sanitary sewer systems shall be assessed to or against Grantor or Grantor's land in connection, with such hook-ups.

Grantor(s), their successors and assigns, covenant(s) and agree(s) to permit and allow Grantee to have facility and its appurtenances to be installed at such time and in such location as Grantee may deem necessary.

Grantee and its agents shall have the right to enter upon the premises of the Grantor for the purpose of exercising its rights herein acquired. Grantee agrees to restore or cause to have restored said premises, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. The restoration, however, does not apply to any brush or trees which may be removed at any time pursuant to the rights herein granted.

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2018.

Signature

Heritage Place Joint Venture, LLC

(Note: The above signature(s) must be notarized)

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2018, the above named _____ to me known to be the persons who executed the forgoing instrument and acknowledged the same.

Notary Public

Printed Name

VILLAGE OF GERMANTOWN ACCEPTANCE

ACCEPTED BY: The Village of Germantown on _____, 2018

_____, 2018
Dean Wolter – Village President

_____, 2018
Deanna Boldrey – Village Clerk

EXHIBIT "A"

SANITARY SEWER AND WATER MAIN EASEMENT

CLIENT

JBJ Development

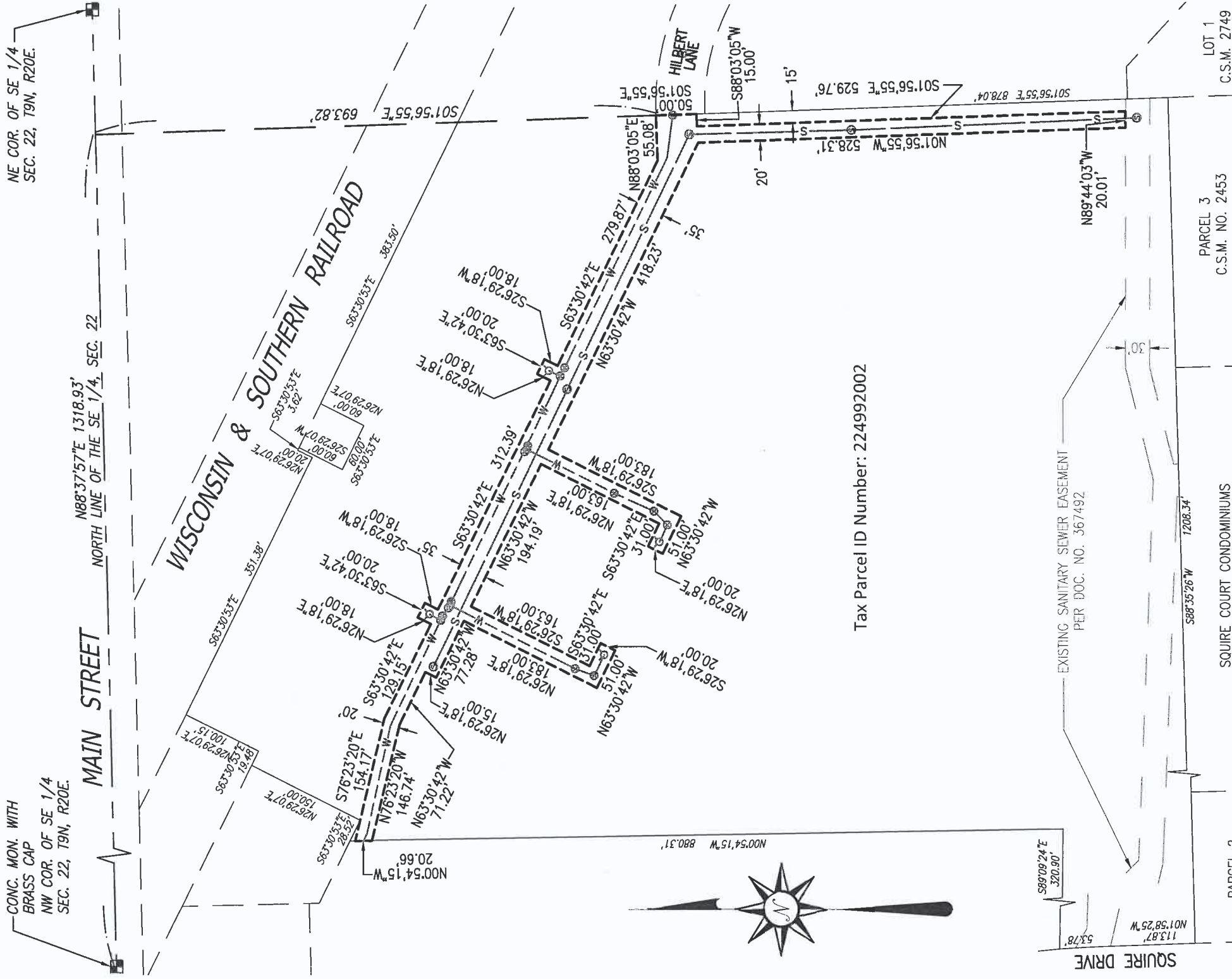
PROJECT

Saxony Village

DATE: January 31, 2018

SITE ADDRESS

Squire Drive, Village of Germantown, Washington County, Wisconsin.



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

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

MEETING DATE: June 6, 2018

AGENDA ITEM: New Business 

ITEM TITLE: Traffic Impact Analysis_Holy Hill Road/Goldendale Road/I41 Interchange/Fresitadt Road & Maple Road

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

SUMMARY EXPLANATION:

On May 21, 2018 the Village Board directed staff to continue work on a potential Tax Incremental District 8.

For informational purposes staff is presenting information regarding the Village proceeding with a Traffic Impact Analysis (TIA) for the current proposed development in the Holy Hill/I41/Goldendale Road area with future study involving the greater area of I41/Holy Hill Road/Goldendale Road/Freistadt Road & Maple Road.

Performing a Traffic Impact Analysis (TIA) is necessary to gather the necessary information for the overall design of improvements to existing roads and for the development and design of future roads and intersection improvements. The TIA will assist in determining the improvements necessary to efficiently and safely manage existing and future traffic volumes due to growth and change in land use conditions. The attached quotation is from Traffic Analysis & Design, Inc., one of the local leading firms that perform Traffic Impact Analysis studies.

Under contract authority designated to the Village Administrator authorization to proceed with Phase 1 has been given. Should additional phases be necessary Board Approval will be needed.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER __XX__

-Proposal for Traffic Impact Analysis

RECOMMENDATION:

Staff recommends the Public Works & Highway Committee approve Phase 2 of the Traffic Impact Analysis contingent upon the final approval for Phase 2 is brought before the Village Board for final approval.

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.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the **Village of Germantown** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct a municipal Traffic Impact Analysis (TIA) for the proposed TID (Germantown Business Park), located north of Holy Hill Road, east of IH-41 and west of Goldendale Road in Germantown, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.
10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
11. Any notice required by this Agreement shall be made in writing to the address specified below:

Client: Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
Attn: Mr. Steve Kreklow
Village Administrator

Engineer: Traffic Analysis & Design, Inc.
N36 W7505 Buchanan Street
Cedarburg, WI 53012
Attn: Mr. John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of May 25, 2018.

Village of Germantown (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By: 
John A. Bieberitz, P.E., PTOE

Date: 5/25/18

ATTACHMENT A

SCOPE OF SERVICES

TIA Process

The scope for this TIA is based on the scope requirements set forth by the Village of Germantown. Since there is a potential future phase of development, the TIA will be conducted in three phases consisting of:

Phase 1: 700,000 GSF Warehouse, expandable to 1M GSF.

Phase 2: Six Spec buildings surrounding the 700,000 GSF Warehouse. These buildings are expected to be a mix of warehouse, light industrial and manufacturing.

Phase 3: Additional Corporate Park development east of the 700,000 GSF Warehouse and west of Goldendale Road and north of Holy Hill Road.

Therefore, the study will consist of analysis of the existing conditions, Year 2019 build conditions for Phase 1, Year 2029 background conditions, and Year 2029 build conditions for Phase 2 and Phase 3 with and without improvements.

The study area intersections are as follows:

1. IH-41 Southbound Ramps with Holy Hill Road
2. IH-41 Northbound Ramps with Holy Hill Road
3. Shell Station roadway/48th Street with Holy Hill Road
4. New Business Park Roadway with Holy Hill Road
5. Goldendale Road with Holy Hill Road
6. Goldendale Road with Friestadt Road (for Phase 3 only)

The submittal will consist of a report with exhibits illustrating the existing traffic counts, traffic projections, level of service operations, trip generation, trip distribution, site plan(s), text, analysis procedures, recommendations, and conclusions with appendix of all intersection capacity calculations.

Phase 1 – Year 2019 Conditions

Task 1 - Data Collection

The Engineer will obtain and review available traffic count information from the Wisconsin Department of Transportation (WisDOT) consisting of a year 2016 average daily traffic volume (ADT) counts on Holy Hill Road. Engineer will utilize the traffic turning movement counts at the IH-41 Northbound and Southbound ramps with Holy Hill Road, previously conducted by the Engineer for WisDOT. To supplement this data, Engineer will collect traffic turning movement counts at the following intersections for the following time periods:

- Shell Station Roadway/48th Street with Holy Hill Road – weekday 6 AM to 9 AM and 3 PM to 6 PM
- Goldendale Road with Holy Hill Road – weekday 6 AM to 9 AM and 3 PM to 6 PM

The traffic turning movement counts will be conducted to WisDOT standards with cars, trucks, busses, bikes and pedestrians counted separately per movement in 15-minute intervals. Engineer will collect a photo log, intersection geometric data, and turn bay lengths. The Engineer will compile the traffic count data and geometric data for a base map for the traffic analysis.

Engineer will coordinate with the Village to obtain the gross square footage of the existing Speaker Corporation building, which will be used to generate traffic and assign to the roadway system as background existing traffic.

Task 2 – Traffic Analysis

Trip Generation and Distribution

Engineer will estimate the volume of traffic expected to be generated by expansion of the Speaker Corporation and the 700,000 GSF warehouse (expandable to 1M GSF) based on the trip generation rates contained in the *ITE Trip Generation Manual, 10th Edition*. Traffic will be generated for the weekday AM and weekday PM peak hours as well as the weekday 24-hour period (for use in developing volumes for signal warrants). The traffic generated will be distributed to the study area intersections based on the existing traffic patterns.

Traffic Operational Analysis – Year 2019

Engineer will analyze the five study area intersections previously described for the typical weekday AM and PM peak hours for the following scenarios:

1. Existing conditions
2. Phase 1 Build conditions (Existing plus Phase 1) with the Speaker Corporation buildout and the 700,000 GSF warehouse without improvements.
3. Phase 1 Build conditions with additional intersection/signal improvements as needed.

Engineer will make recommendations on intersection geometrics, turn bay length extensions and other improvements such as traffic control modifications required to provide LOS 'D' or better for all traffic movements at the study area intersections. Engineer will recommend a cross-section and right-of-way width for Holy Hill Road.

Engineer will conduct a traffic signal warrant analysis for the IH-41 Ramps with Holy Hill Road for the Phase 1 Build conditions. The Phase 1 Build data will be compared to the traffic signal warrant thresholds in the Manual of Uniform Traffic Control Devices (MUTCD) and the WisDOT left turn conflict analysis to determine if a traffic signal is warranted. More specifically, all traffic volume warrants will be evaluated except for the Pedestrian Volume Warrant, School Crossing Warrant, and Crash Experience Warrant.

Task 3 – Report

A "draft" Traffic Impact Analysis report completed to WisDOT Guidelines for an Abbreviated TIA documenting the findings of the analysis will be prepared by the Engineer and submitted via a pdf file to the Client for review and comments. The report will include text, tables, exhibits and appendix. The Client shall provide comments to the Engineer so the Engineer can finalize the report and submit a final electronic pdf copy to the Client. If a paper copy submittal is required, it will be invoiced as additional work based on time and materials.

If revisions to the TIA are requested/required after the final report is submitted, it will be considered additional work and will require a contract amendment.

Task 4 - Meetings

No meetings are included in the base scope of this contract. If a meeting or meetings are required with attendance by the Engineer, it will be considered as additional services requiring a contract amendment.

Phase 2 – Year 2029 Traffic Conditions

Task 5 - Data Collection

No new data collection will be collected for Phase 2.

Task 6 – Traffic Analysis

Trip Generation and Distribution

Engineer will estimate the volume of traffic expected to be generated by expansion of the 6 Spec buildings surrounding the 700,000 GSF Warehouse. These buildings are expected to be a mix of warehouse, light industrial and manufacturing. Traffic generated by these additional 6 buildings will be based on the trip generation rates contained in the *ITE Trip Generation Manual, 10th Edition*. Traffic will be generated for the weekday AM and weekday PM peak hours as well as the weekday 24-hour period (for use in developing volumes for signal warrants). The traffic generated will be distributed to the study area intersections based on the existing traffic patterns.

Traffic Operational Analysis – Year 2029

Engineer will develop the Year 2029 background traffic projections based on WisDOT historical traffic data from 1980 to present on Holy Hill Road. The Year 2029 background traffic projections will also include the Speaker Corporation expansion and the 1M GSF warehouse. The Year 2029 background projections be developed for the weekday AM and PM peak hours at the study area intersections.

Engineer will then develop Year 2029 traffic volume scenarios and analyze these scenarios for the weekday AM and PM peak hours consisting of:

- Year 2029 Background Traffic Conditions (no new development traffic, only background traffic growth) without and with improvements (if needed)
- Year 2029 Build Traffic Conditions (with Phase 2) with no additional intersection improvements above those in the 2019 Phase 1 build recommendations.
- Year 2029 Build Traffic Conditions with additional intersection improvements above those in the 2019 build recommendations, if needed.

Engineer will make recommendations on intersection geometrics at the study area intersections, turn bay length extensions, channelization, traffic control modifications and other improvements required to provide LOS 'D' or better for all traffic movements at the study area intersections. Engineer will recommend a cross-section and right-of-way width for Holy Hill Road.

Engineer will conduct a traffic signal warrant analysis for the IH-41 ramps with Holy Hill Road and the Business Park roadway intersection with Holy Hill Road for the Phase 2 Build Conditions. For the traffic signal warrant analysis, Engineer will utilize the Phase 2 Build Conditions data (Year 2029 background traffic with Phase 1 and 2 development traffic) and compare that data to the traffic signal warrant thresholds in the Manual of Uniform Traffic Control Devices (MUTCD) and the WisDOT left turn conflict analysis to determine if a traffic signal is warranted. More specifically, all traffic volume warrants will be evaluated except for the Pedestrian Volume Warrant, School Crossing Warrant, and Crash Experience Warrant.

Phase 3 – Year 2029 Traffic Conditions

For Phase 3, the intersection of Goldendale Road with Freistadt Road will be added as a study area intersection due to the development of Phase 3, along Goldendale Road.

Task 7 - Data Collection

Engineer will collect traffic turning movement counts at the following intersections for the following time periods for Phase 3 analysis:

- Goldendale Road with Holy Hill Road – weekday 9 AM to 3 PM (for a signal warrant study)
- Goldendale Road with Freistadt Road – weekday 6 AM to 6 PM (for a signal warrant study)

The traffic turning movement counts will be conducted to WisDOT standards with cars, trucks, busses, bikes and pedestrians counted separately per movement in 15-minute intervals. Engineer will collect a photo log, intersection geometric data, and turn bay lengths. The Engineer will compile the traffic count data and geometric data for a base map for the traffic analysis.

Task 8 – Traffic Analysis

Trip Generation and Distribution

Engineer will estimate the volume of traffic expected to be generated by expansion of the Germantown Corporate Park consisting of the area east of the 700,000/1M GSF warehouse, west of Goldendale Road and north of Holy Hill Road. Traffic generated by this full buildout of the Germantown Corporate Park will be based on the trip generation rates contained in the *ITE Trip Generation Manual, 10th Edition*. Traffic will be generated for the weekday AM and weekday PM peak hours as well as the weekday 24-hour period (for use in developing volumes for signal warrants). The traffic generated will be distributed to the study area intersections based on the existing traffic patterns.

Traffic Operational Analysis – Year 2029

Engineer will then develop Year 2029 traffic volume scenarios and analyze these scenarios for the weekday AM and PM peak hours consisting of:

- Year 2029 Build Traffic Conditions (with Phase 2 and 3) with no additional intersection improvements above those in the 2029 Phase 2 build recommendations.
- Year 2029 Build Traffic Conditions (with Phase 2 and 3) with additional intersection improvements above those in the 2029 Phase 2 build recommendations, if needed.

Engineer will make recommendations on intersection geometrics at the study area intersections, turn bay length extensions, channelization, traffic control modifications and other improvements required to provide LOS 'D' or better for all traffic movements at the study area intersections. Engineer will recommend a cross-section and right-of-way width for Holy Hill Road for the Phase 3 (ultimate buildout) scenario.

Engineer will conduct a traffic signal warrant analysis for the study area intersections for the Phase 3 Build Conditions. For the traffic signal warrant analysis, Engineer will utilize the Phase 3 Build Conditions data (Year 2029 background traffic with Phase 1, 2 and 3 development traffic) and compare that data to the traffic signal warrant thresholds in the Manual of Uniform Traffic Control Devices (MUTCD) and the WisDOT left turn conflict analysis to determine if a traffic signal is warranted. More specifically, all traffic volume warrants will be evaluated except for the Pedestrian Volume Warrant, School Crossing Warrant, and Crash Experience Warrant.

Task 9 – Report for Phases 2 and 3

A “draft” Traffic Impact Analysis report completed to WisDOT Guidelines for a Full TIA documenting the findings of the analysis will be prepared by the Engineer and submitted via a pdf file to the Client for review and comments. The report will include text, tables, exhibits and appendix. The Client shall provide comments to the Engineer so the Engineer can finalize the report and submit a final electronic pdf copy to the Client. If a paper copy submittal is required, it will be invoiced as additional work based on time and materials.

If revisions to the TIA are requested/required after the final report is submitted, it will be considered additional work and will require a contract amendment.

Task 10 - Meetings

No meetings are included in the base scope of this contract. If a meeting or meetings are required with attendance by the Engineer, it will be considered as additional services requiring a contract amendment.

SCHEDULE

Phase 1: Engineer will submit a draft TIA to the Client for review within two weeks of receiving a signed agreement. The Client shall provide comments on the draft TIA to the Engineer within two working days so the Engineer can finalize the report and submit a final report to the Client within one day of receiving comments from the Client.

Phases 2 and 3: Engineer will submit a draft TIA to the Client for review within four weeks of receiving a signed agreement and development information for Phases 2 and 3. The Client shall provide comments on the draft TIA to the Engineer within two working days so the Engineer can finalize the report and submit a final report to the Client within one day of receiving comments from the Client.

COMPENSATION

Phase 1: For the services described in Tasks 1 to 4; Client shall pay Engineer the lump sum fee of Seven Thousand Four Hundred Ninety-Six Dollars (\$7,496.00).

Phases 2 and 3: For the services described in Tasks 5 to 10; Client shall pay Engineer the lump sum fee of Eighteen Thousand Eight Hundred Forty-Four Dollars (\$18,844.00).

All services not cited in the Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

Authorization for Phase 1:

Village of Germantown (Client)

By: _____

Title: _____

Date: _____

Authorization for Phase 2:

Village of Germantown (Client)

By: _____

Title: _____

Date: _____

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

MEETING DATE: June 6, 2018

AGENDA ITEM: New Business H

ITEM TITLE: Division/Mequon Road Intersection Turn Movements - Discussion

SUBMITTED BY: Chairperson Pro-Tem Art Zabel

SUMMARY EXPLANATION:

Chairperson Zabel requested this topic be placed on the Agenda for discussion.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

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.