

VILLAGE OF GERMANTOWN  
N112 W17001 MEQUON ROAD  
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, September 11th, 2018** \*\*\***6:00 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. **APPROVAL OF MINUTES:** August 1, 2018
- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- V. **NEW BUSINESS:**
  - A. Purchase of Engineering Dept. Plotter/Scanner
  - B. Consideration of Invoice – DF Tomasini, Inc.
  - C. Consideration of Invoice – Munson, Inc.
  - D. Hydrants & Gate Valves Purchase
  - E. Discussion – Water Tower #1 & Tower #3 Painting
  - F. Fire Sprinkler Replacement – Village Hall
  - G. Floor Mats & Towel Contract – Village Buildings
  - H. Culvert Replacement – Rockfield Road
  - I. Stormwater Quality Management Plan Update Proposal
  - J. Award of Contract - Goldendale Road Water & Sanitary Sewer Extension Phase I - (TID #7)
  - K. Northeast Sanitary Sewer Expansion – Wrenwood Development
  - L. Prairie Glen II – Acceptance of Public Improvements & Letter of Credit Reduction
  - M. Developers Agreement – Discount Ramps
  - N. Discussion – Sanitary Sewer and Water Service Area – Holy Hill & Goldendale Roads
- VI. **NEXT MEETING DATE:** Set October, 2018 Meeting Date and Time
- VII. **ANNOUNCEMENTS:**
- VIII. **ADJOURNMENT:**

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

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

# PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

August 1, 2018  
Village Hall Board Room

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

**ROLL CALL:** Chm. Kaminski, Trustee Members Hughes (5:45), Warren and Zabel. Also present were Director Ratayczak, Engr. Nitschke and Secretary Wick.

**APPROVAL OF MINUTES:** **MOTION made by Zabel, seconded by Warren to approve the Minutes of July 5, 2018.**

**Motion carried unanimously.**

**PUBLIC COMMENT:** None.

**ROOF REPAIR – POLICE DEPARTMENT:** Supt. Olszewski explained as part of the 2018 budget \$26,000 was allocated for the repair of the flat roof at the Police Dept. He noted several leaks have caused interior issues. Staff solicited pricing for the repairs. Two bids were received ranging from \$20,965 to \$26,200. Discussion followed.

**MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to contract Noffke Roofing to perform the necessary repairs to the Police Department roof for an amount not to exceed \$22,000. Funds to be allocated from Acct. #10-519-570-8221.**

**Motion carried unanimously.**

**BUDGET – LINE ITEM OVERRUN – LIBRARY:** Supt. Olszewski reported the Buildings & Grounds budget for maintenance repairs at the Library will be overbudget pending the repair of an air conditioning compressor. Supt. Olszewski re-counted numerous other repairs and maintenance at the Library in 2018 and noted with the latest repair, would exceed the current line item budget by \$6,000. Every attempt will be made to defer any maintenance/repair issues until 2019. Aging infrastructure and rising costs of repair were contributing factors.

**MOTION made by Kaminski, seconded by Zabel to move to Item VII: ANNOUNCEMENTS on the Public Works Agenda.**

**Motion carried unanimously.**

## **ANNOUNCEMENTS:**

- Dir. Ratayczak introduced Engineering Department staff member Ryan Ehlerding as Civil Engineer.
- Engr. Nitschke noted they will be finalizing Wasaukee Road Thursday evening weather dependent and will reopen Friday morning. Striping will take place in the evening hours. This portion of the Road Projects was completed three weeks ahead of schedule.
- Projects forthcoming include: Rainbow Child Care site (tree removal next week), Harvest Hills Subdivision (tree removal next week), Metro Cigars building (Willow Creek Business Park) and Police Department Evidence Garage.

**PRIVATE PROPERTY INFILTRATION/INFLOW (PP I&I) UPDATE:** Engr. Nitschke provided the Committee with a boiler plate specification from another community with plans to create a similar document for the proposed PP I&I work which will be 100% funded by MMSD. Two public informational meetings were held to bring awareness to the select residents who were given the opportunity to participate in the PP I&I Program and, two focus group meetings for residents north of Concord Road who have the opportunity to participate in the program in 2018. Neighborhood flyers were distributed and despite all the efforts residential participation was minimal. Discussion included;

- The Committee would like a copy of the literature that was presented at the informational meetings. Engr. Nitschke stated he would compile information in a smaller file format and send via email.
- Staff shall provide the Committee with email reminders as to when public meetings are held, offering the Committee the opportunity to participate.
- District Trustees should participate on getting the word out to their constituents.
- Engr. Nitschke will continue with updates at the Public Works Committee meetings.

**5-YEAR CAPITAL ROAD IMPROVEMENT PLAN:** Engr. Nitschke reported staff was currently assessing the 5-year Capital Road Improvement Plan noting utility projects, grant funding, road conditions, and other variables were considered when developing a draft plan and provided detailed examples to the Committee. Engr. Nitschke's goal was to continue to increase the efficiency and effectiveness of the program and looked for Committee feedback. Engr. Nitschke will collect Committee comments, update the plan and determine costs of select projects to be incorporated in the Fall budget process. The following comments were made;

- Lover's Lane/Century Lane can not be paved if not in the right of way. Utility work may be necessary prior to a complete road reconstruction;
- The Engineering Dept. staff is researching the Lover's Lane/Century Lane section of roadway drainage noting prior to road repair, land acquisitions would be necessary pushing road reconstruction to year 2020.
- Staff should complete a "private road" investigation prior to contacting residents on land acquisitions.
- Engr. Nitschke stated reconstruction plans are based on Paser Ratings, need, volume of traffic and efficiency so a contractor is not moving from one location to another on the other side of the Village. Four years and beyond the Road Improvement Plan will fluctuate;
- Heritage Hills Subdivision has a Paser 5 rating and aging. Chm. Kaminski requested staff to look at the road and provide an estimate of when road improvements might be done.
- Highland Road from Wasaukee Road to Mary Buth Lane is a bike route and in poor condition. It should be included in the 5-year plan.
- Engr. Nitschke stated part of the decision making process was whether the Village would approve doing full reconstructs as in utility work, culverts, etc. which will take most of the budgetary dollars or, pare back to maximize dollars.
- As an Engineer, staff should present their analytical recommendations for discussion.
- Division Road may be done with STP funding sources when applicable. The goal is to maintain the \$1.5 million budget. This may mean not replacing culverts if drainage is working.

- Dir. Ratayczak questioned whether storm drainage should be corrected on Century/Lovers Lane. Dir. Ratayczak also suggested the road not be reconstructed if the drainage issues were not corrected first. Trustee Zabel did not want to get involved in any high paying items such as acquisitions but was willing to work with affected property owners to come up with a cost effective solution as in dedicated road right of way or permanent limited easements.
- Going forward, the Century/Lovers Lane topic should be a separate agenda item as there were many items to address.
- Country Aire Drive is planned to be reconstructed in year 2025 due to development expanding in the surrounding area.
- There will be continued Committee discussion on the 5-year Plan.

**AUTHORIZATION TO CONTRACT ENGINEER CONSULTANT – DESIGN & DEVELOP PLAN FOR SANITARY SEWER, WATER MAIN AND ROAD RECONSTRUCTION – TID #8:**

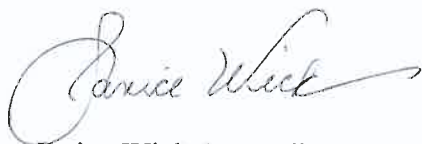
Dir. Ratayczak requested permission to hire an engineering consultant to develop plans and specifications for the sanitary sewer and water main for TID #8 and to hire a consulting engineer to develop plans for the reconstruction of approximately 2,600 lineal feet of Holy Hill Road starting at the I-41 ramps. A visual overview of the area was provided showing two potential alignments for Committee review. Dir. Ratayczak stated normal protocol would be to request proposals for this work but a majority of the engineering had been completed by R.A. Smith as part of the planning process for TID #8, and going out for bid would not be cost effective. A survey and soil borings had been ordered. Consultant costs would be covered by the TID. Discussion followed on the wetland boundaries.

**MOTION made by Kaminski, seconded by Hughes to allow staff to hire an engineering consultant for the design of sanitary sewer, watermain, and reconstruction of Holy Hill Road associated with TID #8.**

**Motion fails 2 -2 (Warren, Zabel)**

**NEXT MEETING DATE:** The next Public Works and Highway Committee meeting will be held **TUESDAY**, September 11, 2018 at 6:00 p.m.

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



Janice Wick, Recording Secretary

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

MEETING DATE: September 11, 2018

AGENDA ITEM: New Business A

ITEM TITLE: Replacement of Engineering Plotter/Scanner/Large format Copier

SUBMITTED BY: Bob Beilfuss, P.L.S. Civil Eng. III, Village Surveyor

SUMMARY EXPLANATION:

The Engineering Department Plotter/Scanner/ Large format copier needs replacement due to increased use, change in use, age and availability of replacement parts.

The existing plotter model (Oce ColorWave 300) is out of production and no longer carried in the manufacturer's inventory. We have been informed that this model is at its "end of life" so we can expect replacement parts to become hard to obtain.

The proposed replacement (Oce ColorWave 500) will have the same plotting, scanning and copying abilities as the current one, but will have the benefit of less replacement parts and faster print speeds. Print resolution has improved since the existing plotter was purchased. This is an important factor considering the increased use of aerial photography on construction plans, large scale mapping and planning and project specific exhibits used for meetings and design purposes.

The approved 2018 Village Budget includes \$20,000 for replacement of this equipment replacement. The Department received two (2) quotes from local vendors for a comparable replacement machine that can handle the current needs from not only Engineering but the other departments (Park and Recreation, Highway, Planning, and Building Inspection) that make use the machine as well.

The proposals received are attached. The total purchase price is \$19,750.00.

ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER   x   \_\_\_\_\_

- Proposals received

RECOMMENDATION:

Staff recommends Public Works & Highway Committee approve the proposal from AE/Graphics in the amount of \$19,750 and forward with a positive recommendation for award to Village Board.

COMMITTEE ACTION:

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

August 28, 2018

Bob Beilfuss  
Village of Germantown  
N112 W17001 Mequon Road  
Germantown, WI 53022

Dear Bob,

Thank you for your interest in A/E Graphics and the Océ/Canon brand. We at A/E Graphics are committed to providing better service to our customers since 1976. Our overall value is hard to beat.

On the attached page, you will find details related to the following machine(s): Océ ColorWave 500.

I hope that this provides you the information you need to take the next step towards an important need for your business. When you are ready, please contact me anytime and I can send you our agreement.

Yours truly,



Tom Taubenheim  
President

[www.aegraphics.com](http://www.aegraphics.com)

**Brookfield**  
4075 N. 124th Street, Suite A, Brookfield, WI 53005 • T: (262) 781-7744 • F: (262) 781-4250  
**Milwaukee**  
207 E. Buffalo Street, Suite 32LL, Milwaukee, WI 53202 • T: (414) 225-9870 • F: (262) 781-4250

# 14 Reasons Why A/E Graphics Is *A Better Plan*

1. A/E Graphics has over 40 years of experience in the reprographic industry.
2. We are a loyal Océ wide format print user in our production departments since 1995.
3. Océ and Canon Authorized sales and servicing wide format dealer for over 10 years.
4. Océ Certified Technicians with over 30 years of experience are continually trained.
5. Océ Certified Integration Specialist with over 25 years of experience are continually trained.
6. We understand that when you have a print quality issue or your machine goes down, you need it repaired quickly! We want your equipment to be serviced how we expect our own print machines to be serviced. While we have a maximum 4 hour service response time, many issues are resolved in 30 minutes or less.
7. Our agreements cover virtually everything bumper-to-bumper like drums, scanner glass and imaging devices. These are some of the more costly parts we include that most others do not.
8. Priority backup or overflow printing capabilities at our offices.
9. We remote monitor your machine so you no longer have to provide monthly meter readings.
10. We hand deliver supplies on a routine schedule directly to your machine or designated spot and rotate your stock.
11. We are one of a handful of wide format dealers nationwide that has automated service support software to reduce billing and supply fulfillment errors.
12. Priority backup or overflow printing capabilities at our offices
13. Exclusive discounts on color graphic work through Epic Color, a division of A/E Graphics, Inc.
14. A/E Graphics is the largest Océ dealer in Wisconsin and one of the top 10 in the country. This gives us leverage and price flexibility.

A/E Graphics is ***A Better Plan***.

## Equipment Proposal





### Product Highlights

- **Océ ColorWave® 500** large format printing system is based on the proven award-winning Océ CrystalPoint technology. This compact all-in-one system serves as both a color and black & white printer, copier and scanner in an easy-to-use single footprint.
- Effortlessly handles multiple applications ranging from B&W and color CAD, GIS and full color graphics on a wide variety of media, including plain paper for a lower cost of operation.
- Increase your efficiency and decrease operating costs by consolidating multiple inkjet devices into an all in one device
- The unique Océ TonerPearl® technology makes for a totally clean system: there's no fine dust, no odor and minimal waste disposal.

### Technical Specifications

- Up to 225 D-size prints per hour with zero dry time for instantly usable, waterfast prints with multiple finishing options such as online folders, media take up unit and stacking options.
- The 42-inch wide printer holds up to four media rolls, each containing up to 650 feet of media for interrupted printing.
- Single footprint scanner option as well as and multiple finishing options for stacking/folding of technical documents
- PAINT Technology measures and corrects any changes/variations in nozzles and drops sizes, ensuring high quality & consistency between the first print out to the last. No user maintenance required!
- Océ Publisher Select™ 3 provides an interactive preview showing the effects of selected settings on the output to avoid misprints.

# Investment

## Océ ColorWave 500 All-In-One Wide Format Plotter – What's Included?

- 1 – Océ ColorWave 500 Printer
- 1 – Océ Image Logic Color Scanner
- 2 – Aluminum 42" wide roll spindles with paper guidelines
- Océ POWERsync controller with Windows 8 embedded
- Océ Scan Logic® software — Scan to multipage PDF/TIFF/JPEG in color
- Adobe® PDF License
- Digital QC Power Filter (\$170 value)
- Delivery and installation by A/E Graphics - Océ certified hardware technicians
- System integration by A/E Graphics - Océ certified technical/IT software specialists  
(includes installing drivers on network server and/or 2 workstations)
- Unlimited training

| Model                 | Outright<br>Sale Price | Current Promotions                |
|-----------------------|------------------------|-----------------------------------|
| Océ ColorWave 500     | \$36,935 MSRP          | <b>47% off MSRP with trade in</b> |
| Trade-in              | -\$3,000               |                                   |
| Gold+ Dealer Discount | <u>-\$14,185</u>       |                                   |
| Total Investment      | <b>\$19,750</b>        |                                   |

A/E Graphics will pick up and remove two existing machines at no cost as part of this proposal. Pricing exclusive of tax.  
**Pricing valid if ordered placed by October 19, 2018 with install by October 31, 2018.**

# All-in-One Maintenance Plan

## Océ ColorWave 500 Maintenance Plan Details

- Unlimited service (travel, labor, parts including imaging devices and scanner glass-no limitations)
- Unlimited software support and updates
- Automated remote meter readings

**Maintenance Plan**

**0k/sqft**

**\$178 per month, plus usage at \$0.044/sqft**

Consumables not included.



## Proposal

# Village of Germantown



# Equipment

## KIP 860 (Color Plotter and Scanner)

- 36" Color Plotter
- Two Rolls of Media
- Up to 10 D Size Plots per Minute
- 36" Color Scanner
- System K Print Submission Software
- Scan to File, Scan to Copy
- Vertical Stacker and PDF Printing
- KIP Accounting and Cost Center Software
- Delivery, Installation, and Training
- \$23,944.00



## Special Conditions

- Delivery, Installation, and Training are included in this quote
- This quote is valid through April 30th, 2018
- Quote does not include the appropriate taxes

## Additional Services

- A Variety of Service Agreements are Available (Contact for Pricing)
  - Service Only
  - Service and Toner
  - Service, Toner, and Paper

Thank you for your time and consideration of this proposal.

Sincerely,

  
**Greg Davis** | ACCOUNT MANAGER  
[gdavis@bpcolor.com](mailto:gdavis@bpcolor.com)



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

MEETING DATE: Sept 11<sup>th</sup>, 2018

AGENDA ITEM: New Business

B

ITEM TITLE: Consideration to Pay Invoice – DF Tomasini, Inc.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting to pay the invoice from DF Tomasini, Inc. for the repair of a 16" ductal iron water main located in the south bound lane of Pilgrim Rd just south of Donges Bay Rd. This work was authorized as an emergency repair due to the amount of homes affected and the traffic volume along Pilgrim Road. DF Tomasini was able to respond within one hour providing a rapid response in getting the watermain repaired and road diversion reopened.

ATTACHMENT: ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER X

RECOMMENDATION:

Staff recommends paying the invoice from DF Tomasini allocating \$7,751.64 from account #50-742-530-6730.

COMMITTEE ACTION:

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



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

MEETING DATE: Sept 11<sup>th</sup>, 2018

AGENDA ITEM: New Business C

ITEM TITLE: Consideration to Pay Invoice – Munson Inc.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting to pay the invoice from Munson-Armstrong Paving Div. for the asphalt repair of the two south bound lanes 70 feet long located just south of Donges Bay Rd. The road damage was due to a water main break and work authorized as an emergency repair. Munson Inc. was the first called and able to provide a rapid response getting the road diversion reopened.

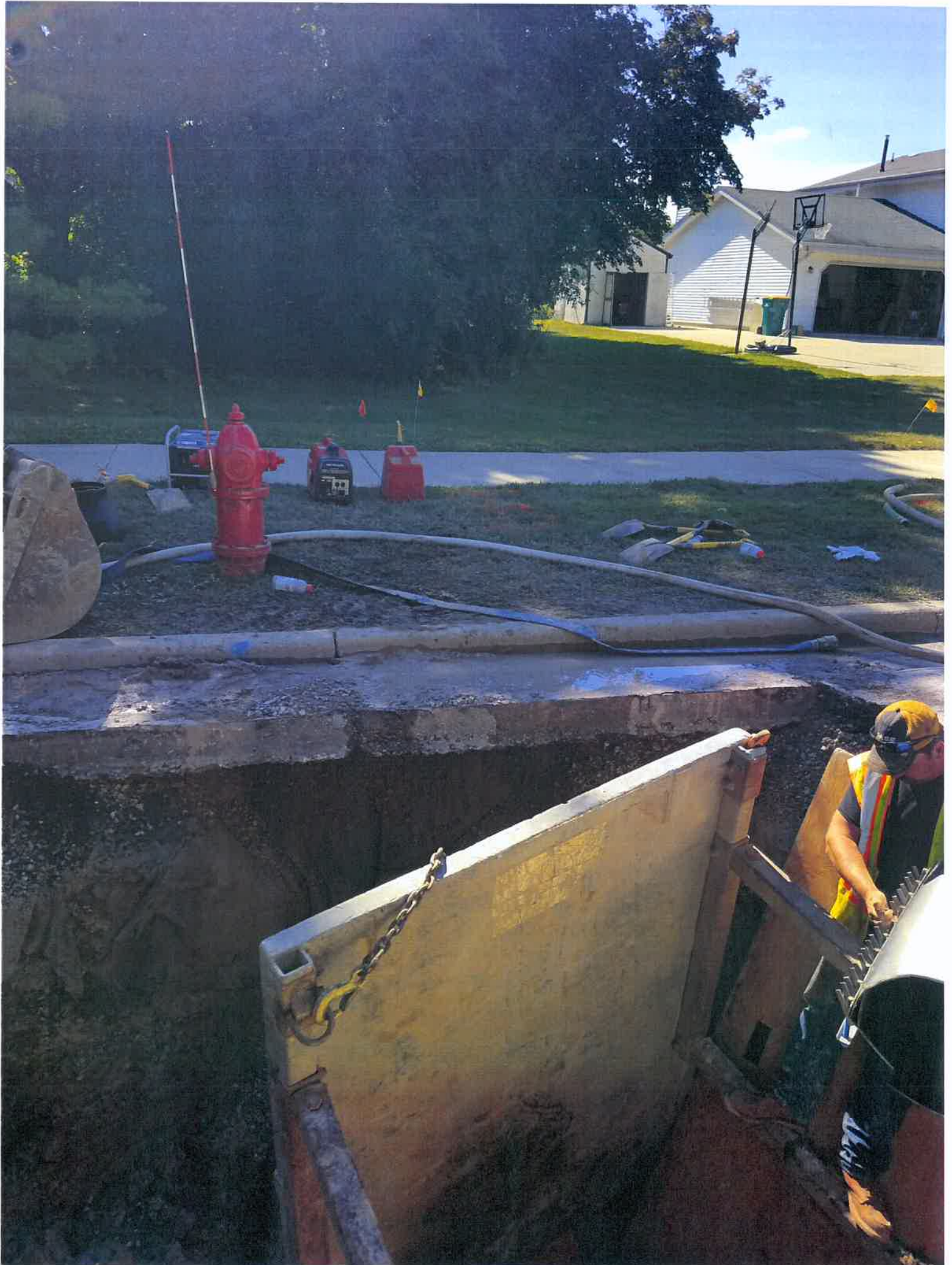
ATTACHMENT:    ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

RECOMMENDATION:

Staff recommends paying the invoice from Munson Inc. for asphalt repair on Pilgrim Road allocating \$9,787.00 from account #50-742-530-6730.

COMMITTEE ACTION:

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



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

MEETING DATE: Sept 11<sup>th</sup>, 2018

AGENDA ITEM: New Business D

ITEM TITLE: Purchase hydrants, valves and associated fittings.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The Water Utility is requesting the purchase of fire hydrants, gate valves and fittings necessary to replace nonfunctioning fire hydrants and gate valves that were identified after our spring hydrant flushing program. Two suppliers were contacted for a price comparison and the costs were competitive.

ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_      OTHER \_\_\_\_\_

RECOMMENDATION:

Staff recommends purchasing water distribution materials from Ferguson Waterworks at a cost not to exceed \$27,895.11 to replace hydrants and gate valves at misc. locations throughout the Village. Funds to be allocated from Acct. #50-180-183-3430.

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: Sept 11<sup>th</sup>, 2018

AGENDA ITEM: New Business E

ITEM TITLE: Consideration for an open discussion to painting Tower #1 on Maple Rd. and or Tower #3 on Mequon Rd.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The water utility solicited discussion and onsite inspection with two engineering firms and one paint consultant.

At the time of this draft one engineering firm gave us an estimate of \$750,000.00 to fully encapsulate and sandblast to bare metal and to include misc. repairs. Paint sample chips were removed from Tower #1 and Tower #3 for chemical analysis. The result came back as an Ameron paint coating which cannot be recoated.

We currently set aside \$85,000 in a reserved fund, as of 2018 the account balance is \$595,700.00 to offset the capital budget total.

Also, the Director and water utility staff would like to change the color scheme of the Village water towers from the beige to a two toned blue. A photo presentation will be presented of other water tower color schemes.

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ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_      OTHER \_\_\_\_\_

RECOMMENDATION:

I am recommending focusing on Tower #3 for 2019 being the most visible and push back Tower #1 a few years.

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: Tuesday September 11, 2018

AGENDA ITEM: New Business F

ITEM TITLE: Fire Sprinkler Replacement - VH

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

As part of the 2018 Buildings major repair budget, \$40,000 was allocated for replacing the fire sprinkling main piping at the Village Hall. A number of leaks are occurring causing problems for the system. Staff solicited pricing from 5 area contractors. Three showed interest and two provided quotes. The first number provided is for work to be done during standard working hours and the other figure is for the work to be performed during "nonbusiness" (night) hours.

**Ahern** **\$35,050/\$37,750**

United States Alliance Fire Protection \$50,531/\$71,514

Mared Mechanical

Design Build fire Protection

Grunau

ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER   x  

RECOMMENDATION:

Staff recommends Ahern in the amount not to exceed \$40,000. Staff also recommends the work be performed during off hours as to cause as little disruption at Village Hall as possible. If approved funds shall be allocated from Building line item 10-519-570-8201.

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: Tuesday September 11th, 2018

AGENDA ITEM: New Business G

ITEM TITLE: Authorization Towel and Floor mat Contract

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is presenting for Committee review the proposals for supplying the Village towels, floor mats, and mop heads. The current contract with ITU expires in October, 2018. Staff solicited proposals from area firms specializing in this type of service.

|          |             |
|----------|-------------|
| Aramark  | \$TBD       |
| ITU      | \$TBD       |
| Unifirst | \$15,081.82 |

ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER   x  

RECOMMENDATION:

Staff recommends contracting with the lowest qualified bidder. Results will be available at the time of meeting.

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: Tuesday September 11th, 2018

AGENDA ITEM: New Business *H*

ITEM TITLE: Emergency Repair of Culvert Rockfield Road

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

The recent heavy rains have caused a 48" culvert to fail on the west end (dead end) of Rockfield Road. Staff is working with DF Tomasini to complete the replacement. The Village is purchasing the materials and the contractor will be providing the labor and equipment. Staff estimates that the cost of repair should be in the range of \$20,000. Once final numbers are in staff will bring the item back to Committee for payment.

ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER   x  

RECOMMENDATION:  
Informational at this time.

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 AND HIGHWAY COMMITTEE  
GERMANTOWN, WI**

MEETING DATE: September 11, 2018

AGENDA ITEM: New Business

I

ITEM TITLE: Discussion and possible action regarding the Stormwater Quality Management Plan Update Proposal

SUBMITTED BY: Eric Nitschke, P.E., Village Engineer

SUMMARY EXPLANATION:

In 2017 Germantown applied for an Urban Nonpoint Source Water Pollution Abatement and Stormwater Management Grant with the Wisconsin Department of Natural Resources (WDNR). A grant was awarded to the village in an amount of \$60,000 with a cost-share percentage of 49.8%, and the grant agreement was signed by village staff in January of 2018.

The Village of Germantown completed a stormwater pollution modeling analysis in 2008. That analysis determined the Village was in compliance with water quality discharge requirements at the time. The intent of the proposed project is to update the 2008 stormwater plan to bring it in line with recent policy and procedure changes made by WDNR. Plan updates include a pollution loading analysis, erosion control ordinance updates, post construction stormwater management updates, and proposed stormwater control practices for the Village's MS4 permit.

Based on the specific professional experience of staff at Ruekert & Mielke and GRAEF I reached out to their staff requesting a letter proposal for completing the services outlined in the Nonpoint Source Grant Agreement. Due to the nature of the proposed professional services, no competitive bidding process was undertaken.

The Village has currently budgeted \$98,000 for MS4 program evaluation and improvements. The proposed scope of work amounts to \$120,500, of which \$60,000 is grant eligible. Therefore, it is anticipated that the Village would ultimately expend \$60,500 to complete the proposed Stormwater Quality Management Plan update.

ATTACHMENT: ORDINANCE\_\_\_\_ RESOLUTION\_\_\_\_ OTHER X

Wisconsin Department of Natural Resources Planning Grant Agreement  
GRAEF-USA and Ruekert & Mielke Stormwater Quality Management Plan Update proposal

RECOMMENDATION:

Staff recommends that the Public Works and Highway Committee and Village Board award the Stormwater Quality Management Plan update to GRAEF in the amount of \$120,500 for services 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.



collaborāte / formulāte / innovāte

One Honey Creek Corporate Center  
125 South 84<sup>th</sup> Street, Suite 401  
Milwaukee, WI 53214-1470  
414 / 259 1500  
414 / 259 0037 fax  
[www.graef-usa.com](http://www.graef-usa.com)

September 6, 2018

Eric Nitschke, PE  
Village Engineer  
Village of Germantown  
N112 W17001 Mequon Road  
Germantown, WI 53022-0337

Subject: Stormwater Quality Management Plan Update  
Urban Nonpoint Source Grant

Dear Eric,

The Village of Germantown faces increased storm water regulations due to the upcoming Municipal Separate Storm Sewer System (MS4) Permit reissuance and the Milwaukee River Basin TMDL pollutant reductions that are anticipated to be incorporated into the MS4 Permit. The Village of Germantown has taken a proactive approach to understanding and meeting these regulations and their impacts to water quality and municipal budgets by applying for and obtaining an Urban Non-Point Source Planning Grant to plan and implement projects in the Village. Graef-USA, Inc. and Ruekert & Mielke, Inc., have teamed up to provide our combined experience and expertise in storm water management planning and TMDL planning to the Village of Germantown.

The team of GRAEF and Ruekert & Mielke has teamed with one another since 2012 to provide similar planning and implantation efforts throughout southeastern Wisconsin. We will bring our experience, knowledge, and successful partnership approach to produce a cost-effective storm water management plan that will guide the Village's storm water program for years to come. Attached to this proposal are resumes of key staff and sample projects that detail our qualifications.

#### Expression of Interest

The team of GRAEF and Ruekert & Mielke is interested in working with the Village of Germantown to develop a storm water management plan to address the Total Suspended Solids (TSS) and phosphorus reductions described in the recently approved Milwaukee River Basin TMDL. The Village's next MS4 permit is expected to include requirements to work toward these new TMDL pollutant reduction goals. Our team has the knowledge and expertise to provide the Village with a dynamic, implementable plan to meet the MS4 permit and TMDL goals while taking into consideration Village goals and priorities.

#### Project Understanding

In January of 2008, the Village completed a stormwater pollution modeling analysis using WinSLAMM. That analysis determined the Village of Germantown was in compliance with water quality discharge requirements at the time. Since then, the WDNR has implemented new policies and procedures for stormwater pollution analysis under its MS4 permit and



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issued TMDL analyses for both the Rock River and Milwaukee River basin. This project is an update of the 2008 stormwater plan.

Under this Stormwater Management Plan update WinSLAMM will be used to update the pollution loading analysis based on the most recent WDNR guidance for purposes of comparison with the Waste Load Allocations found in the Rock River and Milwaukee River TMDL reports.

This update also includes updates to a number of Village ordinances including: erosion control, post construction stormwater management, and illicit discharge prohibition.

Germantown received an Urban Non Point Source (UNPS) Grant from the Wisconsin Department of Natural Resources to partially fund the update.

For this Project, GRAEF proposes to provide the Scope of Services as provided by the Village in its UNPS Grant application. The application is attached to this proposal.

#### Schedule

- The project will begin within one week of approval by the Village Board – anticipated in September of 2018.
- Delivery of Draft Final report to WDNR for review and comment by October 31, 2019.
- Incorporate comments from Village and WDNR into the Draft report and delivery of a final report by December 31, 2019.
- A detailed schedule with milestone deliverables will be developed at a kick off meeting with Village staff at the onset of the project.

#### Compensation

For all Basic Services, we propose a lump sum amount of \$120,500. This fee breaks down in the following way:

|                                                                     |             |
|---------------------------------------------------------------------|-------------|
| Establish TMDL No Control (Base) Load.....                          | \$11,000.00 |
| Grass Swale Infiltration Testing.....                               | \$10,000.00 |
| Establish with Controls (Existing) Conditions TMDL Load.....        | \$44,000.00 |
| Evaluate Proposed Storm Water Control Practices for MS4 Permit..... | \$27,000.00 |
| Prepare Report .....                                                | \$13,500.00 |
| Review and Update Ordinances.....                                   | \$6,500.00  |
| Meetings/Presentations .....                                        | \$8,500.00  |

**Total ..... \$120,500.00**



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Graef-USA Inc. looks forward to providing services to the Village of Germantown.

Sincerely,

**Graef-USA Inc.**

A handwritten signature in black ink, appearing to read "Matthew J. Bednarski".

Matthew J Bednarski, PE  
Associate

A handwritten signature in black ink, appearing to read "Michael N. Paulos".

Michael N Paulos, PE  
Principal

# MATTHEW J. BEDNARSKI, PE, ENV SP

## TEAM LEADER, CLIENT CONTACT, ASSOCIATE

matthew.bednarski@graef-usa.com • 414.266.9043

### PROFILE

For 22 years, Matt has refined his experience and expertise in large and collaborative efforts on a number of watercourse and public works projects. He is a project manager and municipal engineer specializing in water resource projects. Matt's experience encompasses project management, contract administration, client relations, construction supervision, storm water management and modeling, community relations, and special assessments.

### EDUCATION

- Executive M.B.A., 2014, University of Wisconsin-Milwaukee Milwaukee, WI
- B.S., Civil Engineering, 1998, University of Wisconsin-Milwaukee Milwaukee, WI

### REGISTRATIONS & AFFILIATIONS

- Professional Engineer-WI
- ISI Envision® Sustainability Professional
- American Public Works Association - Public Relations Committee Chair
- Water Council Talent and Education Committee - Co-Chair
- AWWWA WI - Management Committee

Matt has over 2,375 hours on 18 in six years at GRAEF.

Dozens of projects and tens of thousands of hours in 16 years prior with other firms.

### EXPERIENCE

#### **Mid-Moraine Water Quality Collective, Ozaukee and Washington Counties, WI - Project Manager:**

Collaboration among 12 communities and two counties to meet upcoming TMDL standards on the Milwaukee River. The Collective includes engineering expertise, non-governmental organization partners for public outreach, regulatory experts, and funding partners to lead communities to meet water quality goals, economic goals, and collaboration goals. Matt was instrumental in organizing and leading this group into its genesis. Matt's role continues to include finding creative and innovative ways to meet TMDL standards and find funding for future projects.

#### **On-Call Engineering Services for Watercourse Facilities, MMSD, Milwaukee, WI Contract Manager:**

Develops project teams for any given task and coordinates scope, schedule, and fee development. Responsible for quality assurance and quality control for these tasks. GRAEF serves as the contract manager, project manager, and overall quality control coordinator for a diverse team of engineering, geomorphic, landscape architecture, field, and environmental professionals for various on-call watercourse needs of the District.

#### **Kinnickinnic River Rehabilitation, MMSD, Milwaukee, WI - Project Manager:**

Manages a large team of regional and local experts for this long-term flood risk reduction project for the MMSD. Project includes long-range planning for Milwaukee County Parks facilities, bridge improvements, and stakeholder and public outreach and involvement. Organizes and manages many team members to allow the technical experts to excel without needing to navigate a difficult project from a public and political point-of-view.

#### **Storm Water Management and Floodplain Compliance, General Mitchell International Airport, Milwaukee, WI - Storm Water Engineer:**

Design of storm water management quantity and quality systems for compliance with City of Milwaukee, Milwaukee County, and MMSD storm water ordinances and rules. Floodplain compliance with City of Milwaukee Floodplain ordinance including flood-proofing and floodplain fill.

#### **Mequon-Thiensville Dam Fish Passage, Ozaukee County, City of Mequon Village of Thiensville, WI - Project Manager:**

Completed design, construction documents, bidding, and construction management of a fish passage channel around the dam on the Milwaukee River. This project included fish passage channel design, floodplain compliance, constructability review, and grant funding management. Project involved complex coordination between the County, City, Village, WDNR, NOAA, and contractors.

# MAUREEN A. MCBROOM

**ENVIRONMENTAL COORDINATOR/PROJECT MANAGER**, Waukesha/Milwaukee Locations  
mmcroom@ruekert-mielke.com • 262.542.5733

## PROFILE

Maureen is dedicated to the protection and improvement of Wisconsin's natural resources through close collaboration with municipalities, partner groups, and citizens. A focus on communication and relationships allows Maureen to produce effective, efficient solutions to improve our water resources. From grant writing, to planning, to collaboration on physical and construction improvements, Maureen shares insights and direction to move projects toward completion. Maureen has been participating on a wide variety of projects at R/M since 2015.

## EDUCATION

- B.S. Environmental Science - Carroll College (University)
- Wetland Delineation Training - University of Wisconsin, LaCrosse

## REGISTRATIONS & AFFILIATIONS

- Southeastern Wisconsin Watersheds Trust (Sweet Water) board member
- Member of ACEC Leadership Institute Class of 2018
- NASECA Certified Erosion Control Inspector
- NASECA-WI Project Committee Co-Director
- Founding member of the Rock River Storm Water Group (2008)
- Former member of the Rock River TMDL Implementation Team (internal DNR team)

Maureen has over 875 hours on 10 storm water projects focusing on MS4 program development, TMDL planning, and storm water plan development.

## EXPERIENCE

*\*includes project experience prior to joining R/M*

### Storm Water Management/TMDL Planning

Drafted and developed community-wide storm water plans to manage storm water and improve water quality, specifically addressing TMDLs.

City of Oconomowoc, WI; Village of Dousman, WI; Village of Hartland, WI; Village of Fox Point, WI; Village of Slinger, WI; Village of Saukville, WI

### TMDL Implementation

Mid-Moraine Water Quality Collective - collaborating with municipalities, consulting firms, and non-profit groups to find cost-effective and common sense solutions to water quality improvement goals in the Milwaukee River watershed.

### Waterway Improvement Projects

Beaver Creek Naturalization project, Village of Brown Deer, WI: remove concrete lining from streambed and improve habitat; Spring Creek Daylighting project, Village of Sussex, WI: create open stream channel instead of piped stream system; Genesee Roller Mill Dam removal project, Town of Genesee, WI: remove dam and impoundment on trout stream

### Water Quality Planning

City of Waukesha, WI - Frame Park Creek / Upper (IL) Fox River Sub-watershed; Mason Creek Sub-watershed, WI - Mason Creek River Protection Group

### Additional Experience

Applied for and obtained grant funding for storm water, lake access, stream restoration projects.

Past Member of the SEWRPC Regional Chloride Impact Study Technical Advisory Committee.

SWWT Regional Green Infrastructure Roundtables - participant.

Managed urban storm water grant program (construction and planning grants) for three counties.

Assisted with drafting and revising Waukesha County erosion control and post-construction storm water ordinance through the Waukesha County Storm Water Advisory Council (SAC).

# PROJECT EXPERIENCE



## MID-MORaine WATER QUALITY COLLECTIVE OZAUKEE/WASHINGTON COUNTIES

### Project Description

The combined compliance effort of municipalities in the northern portion of the Milwaukee River Basin is called the Mid-Moraine Water Quality Collective (MMWQC). Ruekert & Mielke, Inc. (R/M) and GRAEF are collaborating to assist 14 municipalities and counties in meeting Milwaukee River Basin TMDL pollutant reduction requirements. The Milwaukee River Basin TMDL requires entities within the basin (wastewater treatment facilities, MS4s, etc.) to meet wasteload allocations for total suspended solids, phosphorus, and bacteria. R/M and GRAEF

catalyzed the formation of the group after recognizing the value in a collaborative approach to achieving reductions through cost-effective, coordinated planning of storm water and wastewater opportunities, and an extensive trading network. Over 300 non-point sources in the northern Milwaukee River Basin were identified as potential high-value trade sites, and monitoring information was compiled for all participating groups. The potential for inter-municipal pollutant trading will be evaluated based on the needs of each community.

### Project Highlights

- Partnership between 2 consulting firms to coordinate 14 municipalities, counties, DNR, Sweet Water, and other interested parties.
- Coordinating and running meetings for 14 communities plus attendees and providing notes and documentation from the meetings.
- Development of maps specific to the MMWQC area.
- Obtained WDNR grant to evaluate trading / adaptive management opportunities in the MMWQC area

Current planning activities and identification of funding sources will lead to implementation of multiple individual projects within the MMWQC with the goal of improving water quality in the Milwaukee River and its tributaries.

### Key R/M Staff

- Dave Arnott, P.E. (R/M)
- Maureen McBroom (R/M)
- Matt Bednarski (GRAEF)

### Owner Representative

- Andy LaFond  
Director of Public Works  
262.242.0180  
alafond@village.thiensville.wi.us
- Project Start: 2015  
Project On-Going  
Consultant Fee: \$60,000  
Total Project Cost: \$120,000

### Services Provided

- Wastewater planning
- Storm water planning
- Storm water modeling
- Permit compliance
- Agricultural runoff modeling
- Project Coordination and Management

# PROJECT EXPERIENCE



## VILLAGE OF FOX POINT, WI STORM WATER MANAGEMENT PLAN

### Project Description

The Village of Fox Point proactively applied for and received a storm water grant from the Wisconsin Department of Natural Resources to address the more stringent requirements of the forthcoming Milwaukee River Basin TMDL. Through this planning effort, the Village has determined that the municipal separate storm sewer system (MS4) is not only meeting, but exceeding, the projected limits for TSS & Phosphorus listed in the Milwaukee River Basin TMDL.

Rather than creating an expensive new model of the Village's storm system, Ruekert & Mielke, Inc. (R/M) water quality modeling experts evaluated and adjusted the Village's previous storm water management plan information to determine compliance with the new

limits. R/M and Village staff explored using the amounts of pollutant control above the required limits as a revenue source through group compliance and pollutant trading scenarios with neighboring communities. R/M financial analysis experts evaluated the impact that rate adjustments and using excess pollutant control as a revenue source would have on the Village's storm water utility.

R/M staff also used a non-traditional approach to storm water management planning to carry the MS4 permit-related activities into the Village's existing GIS system. This will save time and resources for Village staff by recording inspections and data directly into GIS, making future reporting and transferring of storm water information between staff simpler and less time consuming.

In addition to the TSS and phosphorus studies, an evaluation of historic and current bacteria sources and reduction practices was conducted to address the bacteria limits placed on the storm water system through the TMDL. Future efforts in conjunction with neighboring communities in the watershed to further the understanding of bacteria interactions with storm water have been evaluated and planned as part of this project.

By looking ahead and obtaining a storm water planning grant to plan for regulatory changes in the near future, Village staff have gained a clear understanding of the impacts new regulations will have on the Village and have taken this opportunity to make the MS4 permit compliance efforts more efficient and cost-effective. Village staff are now in a position to provide real-world examples, experience and knowledge to WDNR during the drafting of the next permit.

### Key R/M Staff

- Terrence R. Tavera, P.E., CFM, CPESC
- Maureen A. McBroom
- Michael T. Hallada, CISEC
- Andrew J. Behm
- Kevin M. Korth

### Owner Representative

- Scott Brandmeier, P.E.  
Director of Public Works,  
Village Engineer,  
Village of Fox Point  
414.351.8900  
sbrandmeier@vil.fox-point.  
wi.us

-- PLANNING GRANT AGREEMENT --

Form 8700-327 (rev. Aug 2017)

**Notice:** By signing this agreement, the grantee indicates concurrence with the conditions of this agreement, authorized under ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216. This agreement must be signed and returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

**PART 1. GRANT ADMINISTRATION INFORMATION**

|                                                                                                                                                       |                                     |                                                                                        |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------|--------------------------------|
| Grant Number<br>USP66131Y18                                                                                                                           | Grant Award Date<br>January 1, 2018 |                                                                                        |                                |
| Grantee (Unit of Government)<br>Village Of Germantown                                                                                                 |                                     |                                                                                        | Total Grant Amount<br>\$60,000 |
| Project Name<br>Stormwater Quality Management Plan Update                                                                                             |                                     | Grant Period<br>From January 1, 2018 Through December 31, 2019                         |                                |
| Authorized Government Official<br>Lawrence Ratayczak, Director, Park & Rec. Dept. <i>Public Works</i>                                                 |                                     | Grantee Contact<br>Lawrence Ratayczak, Director, Park & Rec. Dept. <i>Public Works</i> |                                |
| Government Official Address<br>N122 W17001 Mequon Road                                                                                                |                                     | Contact's E-mail Address<br>lratayczak@village.germantown.wi.us                        |                                |
| City, ZIP Code, County<br>Germantown, 53022 Washington County                                                                                         |                                     | Contact's Telephone Number<br>(262)250-4725 Fax No.                                    |                                |
| Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address<br>Lisa J. Creegan, (414)263-8701, lisa.creegan@wisconsin.gov |                                     |                                                                                        | DNR Region<br>Southeast Region |

**PART 2. ELIGIBLE COST-SHARE BUDGET DATA**

Note: Line items cannot be exceeded without approval in advance from the DNR.

| Budget Line Item Description      | State Cost-Share Amount |
|-----------------------------------|-------------------------|
| Storm Water Planning Products     | \$60,000.00             |
| <b>Total Maximum Grant Amount</b> | <b>\$60,000.00</b>      |
| <b>Cost-share Percentage</b>      | <b>49.8 %</b>           |

**PART 3. PURPOSE AND SCOPE**

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for work performed and expenses incurred for the following eligible local assistance activities to address storm water management under chs. NR 151 and NR 216, Wis. Adm. Code, or Total Maximum Daily Load goals.

Storm water planning activities will be undertaken by the municipality and will result in the following products: updated construction erosion control ordinance; updated storm water ordinance for new development and re-development; other updated ordinances that affect runoff from the developed urban area; updated storm water management plan for the entire developed urban area; and an updated storm water management plan for new development.

**PART 4. CONDITIONS**

**A. General Conditions:**

- A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
- A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement

must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

- A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.
- A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.
- A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.
- A.6. The GRANTEE:
1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
  2. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
  3. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
  4. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
  5. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
  6. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
  7. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

8. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system, separate from all other GRANTEE activities, for this agreement.
9. Agrees to comply with the cost containment and procurement procedures in the applicable administrative codes governing this agreement.
10. Agrees that all contracts or scope of service agreements related to this grant-funded project must obtain prior approval of the DEPARTMENT Regional Nonpoint Source Coordinator for this grant, with respect to reimbursement eligibility and conformity with standards and storm water permitting requirements.
11. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
12. Agrees to complete and submit project progress reports to the DEPARTMENT Regional Nonpoint Source Coordinator identified in Part 1 of this agreement with each request for partial grant reimbursement.
13. Agrees, within 60 days of the grant expiration date, to complete and submit a Final Report Form (Form # 3400-189P), including copies of grant deliverables, and final request for grant reimbursement to the DEPARTMENT's Regional Nonpoint Source Coordinator for review and approval.
14. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
15. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
16. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

A.7. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.
2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to ensure that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.

3. Shall reimburse the grantee at a rate of one-half the cost-share rate stipulated in Part 2 above until completed product(s) is submitted to, and approved by, the DEPARTMENT and the DEPARTMENT has approved the project's Final Report.
4. Shall reimburse costs incurred for completed grant project deliverables at amounts not to exceed those itemized for each grant deliverable in the DEPARTMENT's professional service agreement approval letter(s).

**B – Special Condition**

**Environmental and Natural Heritage Concerns.** Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations.

FOR THE GRANTEE

By:

Lawrence W. Ratayzak, P.E.  
Authorized Government Official

DIRECTOR OF PUBLIC WORKS

Title

1/2/2018  
Date Signed

FOR THE STATE OF WISCONSIN

By

Mary Rose Teves for

Mary Rose Teves, Director  
Bureau of Community Financial Assistance

December 8, 2017

Date Signed

(Printed Name, If Different Than Authorized Government Official on P.1)

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project. Alternatively, you may certify that commitment below.

Certification provided as an alternative to evidence of local share:

I, the undersigned, hereby certify and attest that the GRANTEE has incorporated the "local share" of funding for the project covered by this grant within the municipal budget, or has otherwise made provisions to provide the local share.

\_\_\_\_\_  
Authorized Government Official

\_\_\_\_\_  
Resolution Number Authorizing Expenditure

VILLAGE OF GERMANTOWN  
WASHINGTON COUNTY

RESOLUTION NO. 10-17

---

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

---

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

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

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

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

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

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

Submit reimbursement claims along with necessary supporting documentation;

Submit signed documents;

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

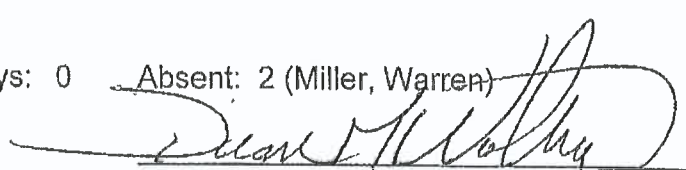
Be it Further Resolved that the Village of Germantown intends on allocating its share of the project costs in upcoming budgets.

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

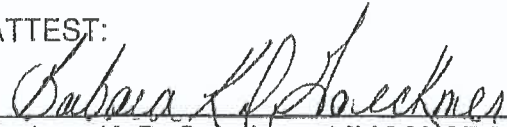
Introduced by: Baum

Adopted: March 20, 2017

Vote: Ayes: 7 Nays: 0 Absent: 2 (Miller, Warren)

  
Dean M. Wolter, Village President

ATTEST:

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

**VILLAGE OF GERMANTOWN**  
Wisconsin



**2018 ANNUAL  
BUDGET**

# MISCELLANEOUS CAPITAL PROJECTS

## 2018 BUDGET EXPENDITURES

| Account                                  | Description                     | 2016<br>Actual | 2017<br>Projected<br>Total | Amended<br>2017<br>Budget | 2018<br>Budget |
|------------------------------------------|---------------------------------|----------------|----------------------------|---------------------------|----------------|
| DPW Admin (cont)                         |                                 |                |                            |                           |                |
| 40-541-570-8901                          | SIDEWALK PROGRAM                | 0              | 0                          | 0                         | 10,000         |
| 40-541-570-8902                          | FLOODING MITIGATION PROJECTS    | 0              | 0                          | 50,000                    | 0              |
| 40-541-570-8908                          | DONGES BAY ROAD                 | 0              | 0                          | 0                         | 0              |
| 40-541-570-8909                          | FREISTADT & MAPLE SIGNALIZATION | 0              | 0                          | 0                         | 0              |
| 40-541-570-8911                          | PILGRIM ROAD                    | 0              | 0                          | 0                         | 0              |
| 40-541-570-8913                          | MS4 PROGRAM EVALUATION & IMPRO  | 0              | 2,000                      | 50,000                    | 50,000         |
| TOTAL DPW ADMINISTRATION AND ENGINEERING |                                 | 15,764         | 2,000                      | 454,235                   | 230,000        |

← TOTAL  
\$98,000

## HIGHWAY DEPARTMENT

|                          |                              |           |           |           |           |
|--------------------------|------------------------------|-----------|-----------|-----------|-----------|
| 40-542-570-8450          | PUBLIC WORKS EQUIPMENT       | 0         | 75,000    | 75,000    | 0         |
| 40-542-570-8460          | RADIOS                       | 0         | 0         | 0         | 0         |
| 40-542-570-8520          | TRUCKS                       | 380,662   | 200,000   | 200,000   | 455,000   |
| 40-542-570-8530          | OTHER PUBLIC WORKS MACHINERY | 72,977    | 25,000    | 25,000    | 0         |
| 40-542-570-8810          | ASPHALT PAVING               | 1,654,465 | 1,752,915 | 1,752,915 | 1,500,000 |
| 40-542-570-8815          | SIDEWALK PROGRAM             | 0         | 0         | 0         | 0         |
| 40-542-570-8820          | STORMWATER DRAINAGE          | 0         | 0         | 0         | 0         |
| 40-542-570-8850          | STREET IMPROVEMENT           | 0         | 92,653    | 92,653    | 0         |
| 40-542-570-8852          | MEQUON ROAD RECONSTRUCTION   | 0         | 0         | 0         | 0         |
| 40-542-570-8854          | DIVISION ROAD EXTENSION      | 0         | 0         | 0         | 0         |
| TOTAL HIGHWAY DEPARTMENT |                              | 2,108,104 | 2,145,568 | 2,145,568 | 1,955,000 |

## SOLID WASTE RECYCLING

|                 |           |   |   |   |        |
|-----------------|-----------|---|---|---|--------|
| 40-546-570-8400 | EQUIPMENT | 0 | 0 | 0 | 60,000 |
|                 |           | 0 | 0 | 0 | 0      |
| TOTAL RECYCLING |           | 0 | 0 | 0 | 60,000 |

## RECREATION & SENIOR CENTER

|                                  |                           |         |         |         |         |
|----------------------------------|---------------------------|---------|---------|---------|---------|
| 40-552-570-8210                  | BUILDING IMPROVEMENTS     | 0       | 0       | 0       | 0       |
| 40-552-570-8310                  | LAND IMPROVEMENTS         | 39,577  | 80,373  | 90,719  | 125,000 |
| 40-552-570-8420                  | OFFICE EQUIPMENT          | 0       | 0       | 0       | 0       |
| 40-552-570-8450                  | OTHER EQUIPMENT           | 81,625  | 90,000  | 95,000  | 90,000  |
| 40-552-570-8520                  | VEHICLES                  | 0       | 15,000  | 15,000  | 0       |
| 40-552-570-8530                  | OTHER MACHINERY AND EQUIP | 0       | 0       | 0       | 0       |
| 40-554-570-8520                  | VEHICLES - SENIOR         | 0       | 0       | 0       | 55,000  |
| TOTAL RECREATION & SENIOR CENTER |                           | 121,202 | 185,373 | 200,719 | 270,000 |

## PARK DEPARTMENT

|                       |                           |        |        |        |        |
|-----------------------|---------------------------|--------|--------|--------|--------|
| 40-553-570-8460       | RADIOS                    | 0      | 0      | 0      | 0      |
| 40-553-570-8520       | TRUCKS                    | 35,035 | 40,572 | 40,000 | 40,000 |
| 40-553-570-8530       | OTHER MACHINERY AND EQUIP | 50,870 | 0      | 0      | 0      |
| 40-553-570-8610       | EAB RESPONSE PLAN         | 0      | 0      | 0      | 0      |
| TOTAL PARK DEPARTMENT |                           | 85,905 | 40,572 | 40,000 | 40,000 |

## DEBT ISSUANCE COSTS

|                           |                     |        |        |        |        |
|---------------------------|---------------------|--------|--------|--------|--------|
| 40-580-583-4950           | DEBT ISSUANCE COSTS | 42,163 | 51,000 | 42,000 | 46,000 |
| TOTAL DEBT ISSUANCE COSTS |                     | 42,163 | 51,000 | 42,000 | 46,000 |

## PROJECT CONTACT PAGE

**INSTRUCTIONS:** In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

|                                        |                                                                      |
|----------------------------------------|----------------------------------------------------------------------|
| Grant No.                              | USP66131Y18                                                          |
| Governmental Unit                      | Village of Germantown                                                |
| Project Contact Name                   | Lawrence Ratayczak, P.E.                                             |
| Project Contact Title                  | Director of Public Works                                             |
| Project Contact Mailing Address        | N122 W17001 Mequon Road<br>P.O. Box 337<br>Germantown, WI 53022-0337 |
| Project Contact Phone Number (direct): | (262) 250-4725 Extension:                                            |
| Project Contact Email Address:         | lratayczak@village-germantown.wi.us                                  |

Address to which reimbursement checks should be sent if different than contact information above:

|                 |  |
|-----------------|--|
| Name            |  |
| Title           |  |
| Mailing Address |  |
| Email Address:  |  |

If information provided on this page, or any information in Part 1 of this grant agreement, should change during the Grant Period, please provide that information to the Department's NPS Program Grant Manager in the Bureau of Community Financial Assistance and the DNR regional Nonpoint Source Coordinator listed in the grant award cover letter.

**Larson, Aaron M - DNR**

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**From:** Lawrence Ratayczak <lratayczak@village.germantown.wi.us>  
**Sent:** Wednesday, January 3, 2018 3:05 PM  
**To:** DNR CFA Nonpoint Grants  
**Cc:** Steve Kreklow  
**Subject:** Executed Grant Agreement\_ Stormwater Quality Management Plan Update  
**Attachments:** MS4 Grant Agreement (executed).pdf

Ms. Teves:

Attached please find our signed agreement and required attachments.

Please contact me if you have any questions or require additional information.

Regards:

**Larry Ratayczak, P.E.**

Village of Germantown  
Director of Public Works

(262) 250-4725 Work

(414) 745-9999 Mobile

lratayczak@village.germantown.wi.us

N112 W17001 Mequon Rd.

P.O. Box 337

Germantown, WI 53022-0337

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

MEETING DATE: September 11, 2018

AGENDA ITEM: New Business J

ITEM TITLE: Goldendale Rd Sanitary Sewer & Water Main Extension  
PH 1

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

SUMMARY EXPLANATION:

Staff advertised and received five (5) proposals for the construction of the proposed extension of 18" sanitary sewer and 16" water main on Goldendale Road from Freistadt Road to just north of the Railroad Tracks (2,548 lf). Nine (9) potential bidders requested bid documents. The project is included in the feasibility study for TIFD #7.

The five (5) proposals where received from:

- 1) Advance Construction, Inc;  
\$2,664,066.30 (TID #7) + \$339,990.00 (TID #8) = \$3,004,882.80
- 2) Vinton Construction, Co;  
\$2,720,293.80 (TID #7) + \$334,589.00 (TID #8) = \$3,054,882.80
- 3) Globe Contractors, Inc;  
\$3,507,990.60 (TID #7) + \$446,620.00 (TID #8) = \$3,954,610.60
- 4) Dorner, Inc;  
\$3,643,893.60 (TID #7) + \$513,570.00 (TID #8) = \$4,157,463.60
- 5) Super Excavators, Inc;  
\$3,649,152.80 (TID #7) + \$641,700.00 (TID #8) = \$4,290,852.80

All bidding contractors where reviewed resulting with the determination that all could perform the work required to complete this project. Staff recommends awarding the bid to Advance Construction, Inc in the amount of \$3,004,882.80.

Staff Engineer Estimate was \$1,980,000.00

ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER XX

■ Bid Summary

RECOMMENDATION:

Staff recommends Public Works and Highway Committee approve awarding the project to Advance Construction, Inc in the amount of \$3,004,882.80 plus a contingency of 2% or \$60,100.00 for a total approved project amount of \$3,064,982.80 and forward with a positive recommendation for award to Village Board.

GOLDENDALE ROAD WATER & SEWER EXTENSION - PHASE 1  
VILLAGE OF GERMANTOWN  
WASHINGTON COUNTY, WISCONSIN

BID OPENING  
WEDNESDAY, AUGUST 29, 2018  
10:00 AM  
AT: VILLAGE OF GERMANTOWN DPW

| I. BASE BID SCHEDULE                   |                                                    |       |      | Advance Construction, Inc. |                 | Vinton Construction Co. |                 | Globe Contractors, Inc. |                 | Dorner, Inc.  |                 | Super Excavators, Inc. |                 |
|----------------------------------------|----------------------------------------------------|-------|------|----------------------------|-----------------|-------------------------|-----------------|-------------------------|-----------------|---------------|-----------------|------------------------|-----------------|
| ITEM NO.                               | DESCRIPTION                                        | QTY   | UNIT | UNIT \$                    | TOTAL           | UNIT \$                 | TOTAL           | UNIT \$                 | TOTAL           | UNIT \$       | TOTAL           | UNIT \$                | TOTAL           |
| SECTION 1 - FREISTADT ROAD TO RAILROAD |                                                    |       |      |                            |                 |                         |                 |                         |                 |               |                 |                        |                 |
| 1                                      | Rock Excavation                                    | 5,000 | CY   | \$ 0.01                    | \$ 50.00        | \$ 81.60                | \$ 408,000.00   | \$ 50.00                | \$ 250,000.00   | \$ 53.00      | \$ 265,000.00   | \$ 0.02                | \$ 100.00       |
| 2                                      | 18" Sanitary Sewer (Open Cut)                      | 2,548 | LF   | \$ 478.00                  | \$ 1,217,944.00 | \$ 320.00               | \$ 815,360.00   | \$ 750.00               | \$ 1,911,000.00 | \$ 805.00     | \$ 2,051,140.00 | \$ 920.00              | \$ 2,344,160.00 |
| 3                                      | Connection to Existing Manhole                     | 1     | EA   | \$ 50,000.00               | \$ 50,000.00    | \$ 2,050.00             | \$ 2,050.00     | \$ 150,000.00           | \$ 150,000.00   | \$ 65,000.00  | \$ 65,000.00    | \$ 65,000.00           | \$ 65,000.00    |
| 4                                      | 8" Sanitary Sewer                                  | 48    | LF   | \$ 450.00                  | \$ 21,600.00    | \$ 453.00               | \$ 21,744.00    | \$ 550.00               | \$ 26,400.00    | \$ 666.00     | \$ 31,968.00    | \$ 850.00              | \$ 40,800.00    |
| 5                                      | 6" Sanitary Lateral (3)                            | 100   | LF   | \$ 400.00                  | \$ 40,000.00    | \$ 270.00               | \$ 27,000.00    | \$ 220.00               | \$ 22,000.00    | \$ 568.00     | \$ 56,800.00    | \$ 725.00              | \$ 72,500.00    |
| 6                                      | 6" Sanitary Riser (3)                              | 19.5  | VF   | \$ 300.00                  | \$ 5,850.00     | \$ 967.00               | \$ 18,856.50    | \$ 220.00               | \$ 4,290.00     | \$ 618.00     | \$ 12,051.00    | \$ 320.00              | \$ 6,240.00     |
| 7                                      | 48" Sanitary Manhole (5)                           | 106   | VF   | \$ 550.00                  | \$ 58,300.00    | \$ 840.00               | \$ 89,040.00    | \$ 740.00               | \$ 78,440.00    | \$ 775.00     | \$ 82,150.00    | \$ 500.00              | \$ 53,000.00    |
| 8                                      | 16" C-900 Water Main                               | 2,509 | LF   | \$ 200.00                  | \$ 501,800.00   | \$ 111.50               | \$ 279,753.50   | \$ 133.00               | \$ 333,697.00   | \$ 103.00     | \$ 258,427.00   | \$ 140.00              | \$ 351,260.00   |
| 9                                      | Connection to Existing 16" Water Main              | 1     | EA   | \$ 6,000.00                | \$ 6,000.00     | \$ 4,191.00             | \$ 4,191.00     | \$ 6,000.00             | \$ 6,000.00     | \$ 5,000.00   | \$ 5,000.00     | \$ 5,500.00            | \$ 5,500.00     |
| 10                                     | 8" C-900 Water Main                                | 124   | LF   | \$ 180.00                  | \$ 22,320.00    | \$ 137.00               | \$ 16,988.00    | \$ 150.00               | \$ 18,600.00    | \$ 145.00     | \$ 17,980.00    | \$ 135.00              | \$ 16,740.00    |
| 11                                     | 16" Butterfly Valve                                | 10    | EA   | \$ 3,300.00                | \$ 33,000.00    | \$ 4,221.00             | \$ 42,210.00    | \$ 3,600.00             | \$ 36,000.00    | \$ 3,250.00   | \$ 32,500.00    | \$ 3,350.00            | \$ 33,500.00    |
| 12                                     | 8" Gate Valve                                      | 2     | EA   | \$ 1,700.00                | \$ 3,400.00     | \$ 2,401.00             | \$ 4,802.00     | \$ 1,700.00             | \$ 3,400.00     | \$ 2,500.00   | \$ 5,000.00     | \$ 1,700.00            | \$ 3,400.00     |
| 13                                     | 1 1/2" HDPE Water Service (2)                      | 102   | LF   | \$ 115.00                  | \$ 11,730.00    | \$ 120.00               | \$ 12,240.00    | \$ 128.00               | \$ 13,056.00    | \$ 155.00     | \$ 15,810.00    | \$ 125.00              | \$ 12,750.00    |
| 14                                     | Hydrant Assembly                                   | 5     | EA   | \$ 6,000.00                | \$ 30,000.00    | \$ 6,848.00             | \$ 34,240.00    | \$ 7,200.00             | \$ 36,000.00    | \$ 8,700.00   | \$ 43,500.00    | \$ 6,500.00            | \$ 32,500.00    |
| 15                                     | 71" x 47" CMP                                      | 61    | LF   | \$ 700.00                  | \$ 42,700.00    | \$ 223.00               | \$ 13,603.00    | \$ 500.00               | \$ 30,500.00    | \$ 600.00     | \$ 36,600.00    | \$ 600.00              | \$ 36,600.00    |
| 16                                     | Traffic Control                                    | 1     | LS   | \$ 25,000.00               | \$ 25,000.00    | \$ 190,000.00           | \$ 190,000.00   | \$ 40,000.00            | \$ 40,000.00    | \$ 30,000.00  | \$ 30,000.00    | \$ 10,000.00           | \$ 10,000.00    |
| 17                                     | Common Excavation                                  | 1     | LS   | \$ 188,000.00              | \$ 188,000.00   | \$ 395,262.00           | \$ 395,262.00   | \$ 150,000.00           | \$ 150,000.00   | \$ 200,000.00 | \$ 200,000.00   | \$ 195,000.00          | \$ 195,000.00   |
| 18                                     | Excavation Below Subgrade                          | 600   | CY   | \$ 17.00                   | \$ 10,200.00    | \$ 22.23                | \$ 13,338.00    | \$ 30.00                | \$ 18,000.00    | \$ 30.00      | \$ 18,000.00    | \$ 30.00               | \$ 18,000.00    |
| 19                                     | Crushed Aggregate, 3-inch (EBS)                    | 1,200 | TON  | \$ 16.40                   | \$ 19,680.00    | \$ 13.62                | \$ 16,344.00    | \$ 20.00                | \$ 24,000.00    | \$ 25.00      | \$ 30,000.00    | \$ 16.00               | \$ 19,200.00    |
| 20                                     | Crushed Aggregate, 1 1/4-inch                      | 5,700 | TON  | \$ 15.00                   | \$ 85,500.00    | \$ 13.62                | \$ 77,634.00    | \$ 17.00                | \$ 96,900.00    | \$ 18.00      | \$ 102,600.00   | \$ 15.00               | \$ 85,500.00    |
| 21                                     | Crushed Aggregate, 3/4-inch (Shoulder)             | 250   | TON  | \$ 35.00                   | \$ 8,750.00     | \$ 28.12                | \$ 7,030.00     | \$ 36.00                | \$ 9,000.00     | \$ 40.00      | \$ 10,000.00    | \$ 40.00               | \$ 10,000.00    |
| 22                                     | 3" HMA Pavement Binder Course (3 LT 58-28 S)       | 1,550 | TON  | \$ 59.67                   | \$ 92,488.50    | \$ 58.70                | \$ 90,985.00    | \$ 63.00                | \$ 97,650.00    | \$ 62.00      | \$ 96,100.00    | \$ 63.00               | \$ 97,650.00    |
| 23                                     | 2.5" HMA Pavement Surface Course (4 LT 58-28 S)    | 1,300 | TON  | \$ 66.77                   | \$ 86,801.00    | \$ 65.80                | \$ 85,540.00    | \$ 69.00                | \$ 89,700.00    | \$ 70.00      | \$ 91,000.00    | \$ 68.00               | \$ 88,400.00    |
| 24                                     | Lawn Restoration                                   | 5,800 | SY   | \$ 7.00                    | \$ 40,600.00    | \$ 6.90                 | \$ 40,020.00    | \$ 7.00                 | \$ 40,600.00    | \$ 7.65       | \$ 44,370.00    | \$ 5.00                | \$ 29,000.00    |
| 25                                     | Erosion Mat Urban Class I Type B                   | 2,900 | SY   | \$ 2.00                    | \$ 5,800.00     | \$ 1.90                 | \$ 5,510.00     | \$ 2.00                 | \$ 5,800.00     | \$ 2.00       | \$ 5,800.00     | \$ 2.00                | \$ 5,800.00     |
| 26                                     | Erosion Control / By-pass for Utility Installation | 1     | LS   | \$ 50,000.00               | \$ 50,000.00    | \$ 2,000.00             | \$ 2,000.00     | \$ 10,000.00            | \$ 10,000.00    | \$ 30,000.00  | \$ 30,000.00    | \$ 10,000.00           | \$ 10,000.00    |
| 27                                     | Pavement Marking, Epoxy, 4" Edge Line              | 5,356 | LF   | \$ 0.55                    | \$ 2,945.80     | \$ 0.55                 | \$ 2,945.80     | \$ 0.60                 | \$ 3,213.60     | \$ 0.60       | \$ 3,213.60     | \$ 0.55                | \$ 2,945.80     |
| 28                                     | Pavement Marking, Epoxy, 4" Centerline             | 2,740 | LF   | \$ 0.55                    | \$ 1,507.00     | \$ 0.55                 | \$ 1,507.00     | \$ 0.60                 | \$ 1,644.00     | \$ 0.60       | \$ 1,644.00     | \$ 0.55                | \$ 1,507.00     |
| 29                                     | Pavement Marking, Epoxy, 18" Stop Bar              | 40    | LF   | \$ 10.00                   | \$ 400.00       | \$ 10.00                | \$ 400.00       | \$ 10.00                | \$ 400.00       | \$ 11.00      | \$ 440.00       | \$ 10.00               | \$ 400.00       |
| 30                                     | Pavement Marking, Epoxy, Railroad Crossing         | 2     | EA   | \$ 850.00                  | \$ 1,700.00     | \$ 850.00               | \$ 1,700.00     | \$ 850.00               | \$ 1,700.00     | \$ 900.00     | \$ 1,800.00     | \$ 850.00              | \$ 1,700.00     |
| TOTAL SECTION 1 (ITEMS 1-30):          |                                                    |       |      |                            | \$ 2,664,066.30 |                         | \$ 2,720,293.80 |                         | \$ 3,507,990.60 |               | \$ 3,643,893.60 |                        | \$ 3,649,152.80 |

| I. BASE BID SCHEDULE           |                                    |     |      | Advance Construction, Inc. |               | Vinton Construction Co. |               | Globe Contractors, Inc. |               | Dorner, Inc. |               | Super Excavators, Inc. |               |
|--------------------------------|------------------------------------|-----|------|----------------------------|---------------|-------------------------|---------------|-------------------------|---------------|--------------|---------------|------------------------|---------------|
| ITEM NO.                       | DESCRIPTION                        | QTY | UNIT | UNIT \$                    | TOTAL         | UNIT \$                 | TOTAL         | UNIT \$                 | TOTAL         | UNIT \$      | TOTAL         | UNIT \$                | TOTAL         |
| SECTION 2 - RAILROAD CROSSING  |                                    |     |      |                            |               |                         |               |                         |               |              |               |                        |               |
| 31                             | 18" Sanitary Sewer (Open Cut)      | 130 | LF   | \$ 478.00                  | \$ 62,140.00  | \$ 320.00               | \$ 41,600.00  | \$ 750.00               | \$ 97,500.00  | \$ 725.00    | \$ 94,250.00  | \$ 1,100.00            | \$ 143,000.00 |
| 32                             | 16" C-900 Water Main (Open Cut)    | 140 | LF   | \$ 230.00                  | \$ 32,200.00  | \$ 111.50               | \$ 15,610.00  | \$ 220.00               | \$ 30,800.00  | \$ 200.00    | \$ 28,000.00  | \$ 200.00              | \$ 28,000.00  |
| 33                             | 18" Sanitary Sewer (Jack & Bore)   | 70  | LF   | \$ 190.00                  | \$ 13,300.00  | \$ 125.00               | \$ 8,750.00   | \$ 1,500.00             | \$ 105,000.00 | \$ 1,300.00  | \$ 91,000.00  | \$ 135.00              | \$ 9,450.00   |
| 34                             | 16" C-900 Water Main (Jack & Bore) | 60  | LF   | \$ 150.00                  | \$ 9,000.00   | \$ 171.00               | \$ 10,260.00  | \$ 700.00               | \$ 42,000.00  | \$ 625.00    | \$ 37,500.00  | \$ 240.00              | \$ 14,400.00  |
| 35                             | 36" Casing Pipe-Sanitary           | 70  | LF   | \$ 1,845.00                | \$ 129,150.00 | \$ 2,296.00             | \$ 160,720.00 | \$ 1,500.00             | \$ 105,000.00 | \$ 2,300.00  | \$ 161,000.00 | \$ 5,000.00            | \$ 350,000.00 |
| 35A                            | 36" Casing Pipe-Watermain          | 60  | LF   | \$ 1,250.00                | \$ 75,000.00  | \$ 1,191.00             | \$ 71,460.00  | \$ 700.00               | \$ 42,000.00  | \$ 1,180.00  | \$ 70,800.00  | \$ 1,300.00            | \$ 78,000.00  |
| 36                             | 48" Sanitary Manhole (1)           | 18  | VF   | \$ 550.00                  | \$ 9,900.00   | \$ 840.00               | \$ 15,120.00  | \$ 740.00               | \$ 13,320.00  | \$ 1,100.00  | \$ 19,800.00  | \$ 500.00              | \$ 9,000.00   |
| 37                             | 16" Butterfly Valve                | 1   | EA   | \$ 3,300.00                | \$ 3,300.00   | \$ 4,221.00             | \$ 4,221.00   | \$ 3,600.00             | \$ 3,600.00   | \$ 3,120.00  | \$ 3,120.00   | \$ 3,350.00            | \$ 3,350.00   |
| 38                             | Hydrant Assembly                   | 1   | EA   | \$ 6,000.00                | \$ 6,000.00   | \$ 6,848.00             | \$ 6,848.00   | \$ 7,400.00             | \$ 7,400.00   | \$ 8,100.00  | \$ 8,100.00   | \$ 6,500.00            | \$ 6,500.00   |
| TOTAL SECTION 2 (ITEMS 31-38): |                                    |     |      |                            | \$ 339,990.00 |                         | \$ 334,589.00 |                         | \$ 446,620.00 |              | \$ 513,570.00 |                        | \$ 641,700.00 |

|                                      |  |  |  |                 |  |                 |  |                 |  |                 |  |                 |
|--------------------------------------|--|--|--|-----------------|--|-----------------|--|-----------------|--|-----------------|--|-----------------|
| TOTAL SECTIONS 1 AND 2 (ITEMS 1-38): |  |  |  | \$ 3,004,056.30 |  | \$ 3,054,882.80 |  | \$ 3,954,610.60 |  | \$ 4,157,463.60 |  | \$ 4,290,852.80 |
|--------------------------------------|--|--|--|-----------------|--|-----------------|--|-----------------|--|-----------------|--|-----------------|

| I. ALTERNATE BID SCHEDULE      |                                   |     |      | Advance Construction, Inc. |               | Vinton Construction Co. |              | Globe Contractors, Inc. |               | Dorner, Inc.  |               | Super Excavators, Inc. |               |
|--------------------------------|-----------------------------------|-----|------|----------------------------|---------------|-------------------------|--------------|-------------------------|---------------|---------------|---------------|------------------------|---------------|
| ITEM NO.                       | DESCRIPTION                       | QTY | UNIT | UNIT \$                    | TOTAL         | UNIT \$                 | TOTAL        | UNIT \$                 | TOTAL         | UNIT \$       | TOTAL         | UNIT \$                | TOTAL         |
| 3A                             | Remove & Replace Existing Manhole | 1   | LS   | \$ 100,000.00              | \$ 100,000.00 | \$ 21,117.00            | \$ 21,117.00 | \$ 235,000.00           | \$ 235,000.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 125,000.00          | \$ 125,000.00 |
| TOTAL ALTERNATE BID (ITEM 3A): |                                   |     |      |                            | \$ 100,000.00 |                         | \$ 21,117.00 |                         | \$ 235,000.00 |               | \$ 100,000.00 |                        | \$ 125,000.00 |

|                                          |  |  |  |                 |  |                 |  |                 |  |                 |  |                 |
|------------------------------------------|--|--|--|-----------------|--|-----------------|--|-----------------|--|-----------------|--|-----------------|
| TOTAL SECTIONS 1 AND 2 WITH ALTERNATE A: |  |  |  | \$ 3,054,056.30 |  | \$ 3,073,949.80 |  | \$ 4,039,610.60 |  | \$ 4,192,463.60 |  | \$ 4,350,852.80 |
|------------------------------------------|--|--|--|-----------------|--|-----------------|--|-----------------|--|-----------------|--|-----------------|

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

MEETING DATE: September 11, 2018

AGENDA ITEM: New Business 

ITEM TITLE: Northeast Sanitary Sewer Expansion-Wrenwood Development

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

SUMMARY EXPLANATION:

This committee has previously received, at the Committee meeting on February 6, 2018, the description of the sanitary service areas and methods of service. But I feel a short recap of this description is warranted this evening. The attached map indicates areas to be serviced by the Wrenwood Regional Lift Station, areas to be serviced by gravity sewer and areas to be served by a site lift station pumping to the Wrenwood Lift Station. The areas are slightly more refined than in February but essentially the same areas.

The discussion tonight is regarding the overall cost and the method by which the cost is to be allocated or shared between the Village and the Developer. Items to consider are 1) developer can only develop with a lift station, 2) the proposed lift station will serve the Wrenwood Development, undeveloped areas to the north and east, 3) the abandonment of the Village's oldest lift station and 4) installation of gravity sanitary sewer to serve the Wrenwood lift station and abutting areas of the Village. Staff and the developer considered a flow contribution method for total cost sharing and also investigated the possibility of sharing the cost over that of the cost of the lift station if constructed to serve only the Wrenwood Development and added cost to increase the capacity of the lift station to accommodate the additional flow from the other various village sources. This proved to be cumbersome and only showed that we ended back evaluating based on contribution of volume of flow. Therefore, we are recommending to base the cost sharing on the contribution of the different areas and the associated volume of estimated flow from those areas.

Utilizing Flow Based Cost sharing the Village's consulting engineer, rsSmith: Brandon Foss, developed a cost sharing percentage based on the number of Housing Units either planned as in Wrenwood and also by standards applied to vacant land and zoning. Based on these values the cost sharing percentage determined is Wrenwood (30.9%) and Village (69.1%).

The total estimated cost for the gravity sewer, lift station, force main and engineering fees is \$3,782, 000.00. Based on the above mentioned percentages, the estimated Wrenwood amount is \$1,168,638.00 and the Village amount is \$2,613,362.00

In addition, to the Villages flow based cost share the Village would also have the entire cost to

abandon the existing lift station and construct the gravity sewer to the new lift station in the estimated amount of \$1,411,750.00.

In addition, there is the possibility of additional cost due to depth of installation of a portion of the sanitary sewer within the Wrenwood Development. Staff would recommend that any additional cost due to added depth be included in the Developers Agreement as a non added cost and 100% developer responsibility.

In addition, there is a cost share for the 12" water main installed by the Village this year. The Village Water Utility was required to install the water main prior to the reconstruction of the Mequon Road and Country Aire Road intersection by the WIDOT. The value of the cost share has not been determined but estimated to be around \$150,000.00 to \$175,000.00.

ATTACHMENT:    ORDINANCE\_\_\_\_ RESOLUTION\_\_\_\_ OTHER X

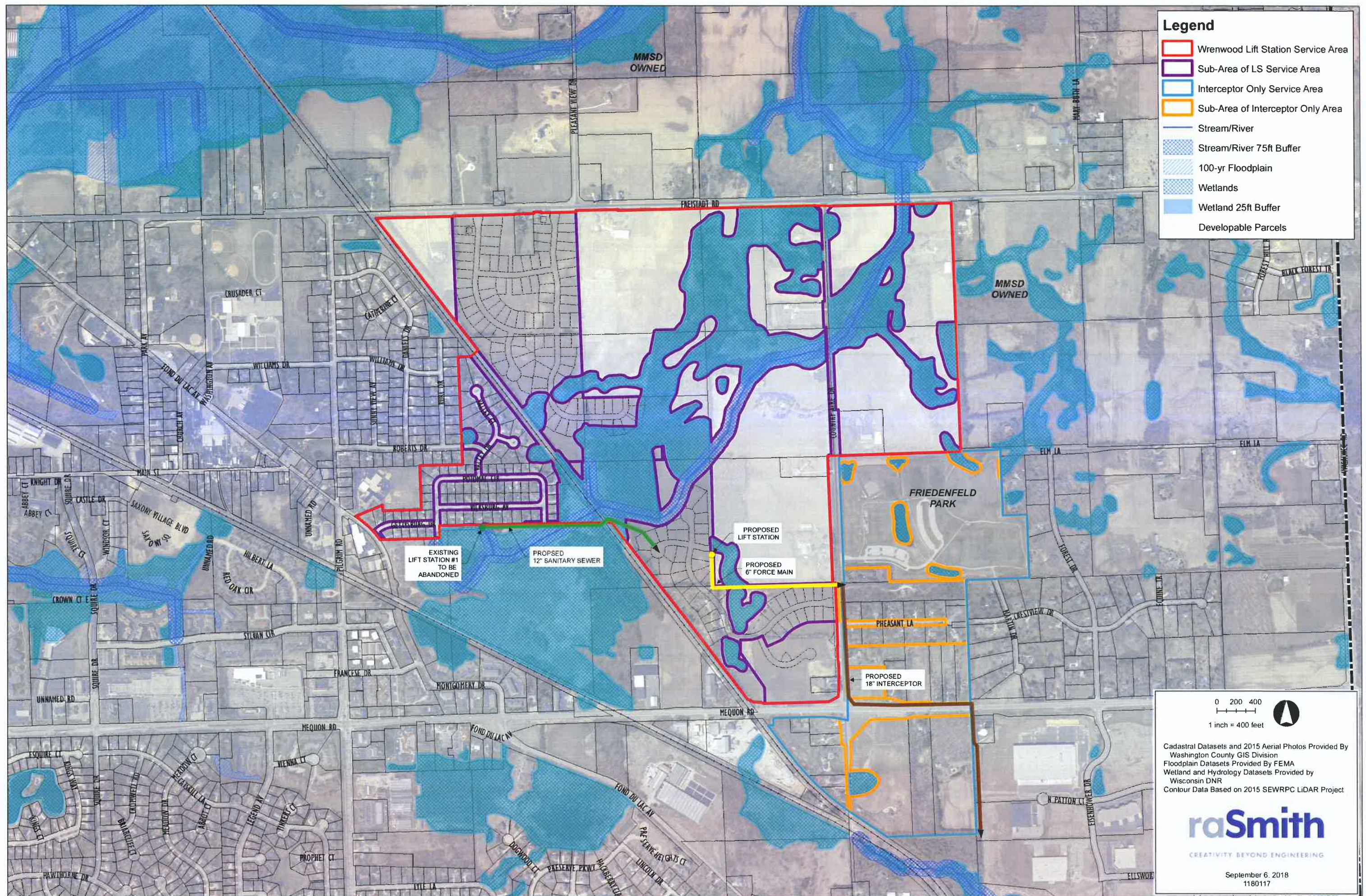
- Map indicating Service Area Boundary

RECOMMENDATION:

Staff is requesting approval to proceed with the Flow Based Cost Share method for sanitary sewer utilizing the share amount of Village at 69.1% and Developer at 30.9% with the final share amount to be based on actual construction cost and the addition for equitable cost share of water main installed on Country Aire Drive.

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: September 11, 2018

AGENDA ITEM: New Business 

ITEM TITLE: Acceptance of Public Improvements at Prairie Glen II Development and Letter of Credit Reduction

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

SUMMARY EXPLANATION:

Work has been completed for the Public Improvement portion of the Prairie Glen II Development. This work consisted of public sanitary sewer, water main and a Storm Water Pond. This work has been inspected and accepted by the Department of Public Works. Staff is recommending Final Acceptance of the public improvements and starting the one year warranty period as of August 1, 2018. The roads will have the surface layer of Bituminous pavement installed at a future date.

In addition, the Director of Public Works recommends the Letter of Credit be reduced to \$38,740.68, to be held for the one year warranty period.

ATTACHMENT:      ORDINANCE \_\_\_\_\_ RESOLUTION \_\_\_\_\_ OTHER \_\_\_\_\_

NONE

RECOMMENDATION:

Staff recommends that the Public Works & Highway Committee accept the public improvements (water main, sanitary sewer & Pond), reduce the Letter of Credit to \$38,740.68 and begin the one year warranty period as of August 1, 2018.

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: September 11, 2018

AGENDA ITEM: New Business

M

ITEM TITLE: Development Agreement for Discount Ramps

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

SUMMARY EXPLANATION:

Staff is presenting the Developers Agreement for the proposed Discount Ramps for approval by the Public Works and Highway Committee. The Village has previously entered into a "Predevelopment Agreement" with Discount Ramps on March 7, 2018 to facilitate the Developer beginning the installation of water main prior to the Development Agreement being approved by the Village Board. The facility would be located on Lot's No. 1 & 2 in the Willow Creek Business Park (TID #6). The public improvements addressed in the DA is the extension of water main. Exhibit A is not complete at this time, staff is waiting for the estimated construction cost of the public improvements from the developer. Staff is request approval of the DA with the ability to insert the complete Exhibit A when it is finalized.

ATTACHMENT: ORDINANCE\_\_\_\_\_ RESOLUTION\_\_\_\_\_ OTHER X

- Development Agreement

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for Discount Ramps with the ability to insert Exhibit A prior to Village Board approval and forward with a positive recommendation for approval to the Village Board.

COMMITTEE ACTION:

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

**DISCOUNT RAMPS  
DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by and between the Village of Germantown, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and DRGT, LLC (dba; Dis-Count Ramps), hereinafter referred to as "Developer".

WHEREAS, the Developer owns two Parcels; Lot #1 is 7.0909 acres and Lot #2 is 10.3343 acres totaling 17.4252 acres having Tax Key No's. GTNV 321-981, GTNV 321-991 & GTNV-321-985, in the Village of Germantown, as part of the Northwest ¼, Northeast ¼, Southwest ¼ and Southeast ¼ of Section 32 and part of the Southeast ¼ of the Southeast ¼ of Section 29, Township 9 North of Range 20 East, more commonly known as the Willow Creek Business Park, in the Village of Germantown, Washington County, Wisconsin, as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has been approved for the development of a 153,170 sq. ft. corporate office and distribution center to be located at N102 W19400 Willow Creek Way (the "Project"); as shown in the attached Exhibit "B" (the "Plans"); and

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

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

WHEREAS, the Village and Developer previously entered into a Predevelopment Agreement under which preliminary work on the necessary water supply facilities was authorized to commence; and

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

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

## ARTICLE I - REQUIRED IMPROVEMENTS

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

1.02 WATER SUPPLY FACILITIES. Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities, including an extension of 8" water main for a distance of approximately 1,553 lineal feet together with necessary valves, 5 fire hydrants and necessary water laterals to service the proposed building, before authorization for construction will be given, in accordance with Sec. 18.08(8) of the Municipal Code. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All water utility improvements that are to be transferred to the Village Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

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

1.03 SANITARY SEWERAGE SYSTEMS. There is no Public sanitary sewer main in this development.

1.04 OTHER UTILITIES. All such services shall be located underground in accordance with applicable codes.

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Sec.17.44 of the Municipal Code, and, in addition, shall undertake the following measures to insure sediment control:

- (1) Submit an Erosion Control Plan for approval by the Village Engineer.
- (2) Developer is required to obtain an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for

the entire project and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village engineering staff. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village's engineering staff.

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

1.06 STORM WATER DRAINAGE FACILITIES. Drainage from the two (2) parcels comprising the "Development" discharge into two (2) existing storm drainage ponds owned and maintained by the Village of Germantown, Developer shall submit to the Village Engineer for review and approval storm water volumes to verify the existing Village owned Ponds will be adequate to accommodate expected surface water flow within and through the Development, in accordance with Section 18.08 (10) of the Municipal Code and Chapter 13 of the MMSD Rules, it being acknowledged that the Village and the Village Engineer have approved the same.

- (1) Developer shall install all storm water facilities as shown on the plans.
- (2) Both existing Village Owned Ponds shall be dredged, as directed by Village or the Village Engineer, at the completion of the project and after the surrounding lawn areas have been fully re-established.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as accepted by the Village in the site plan approval granted October 23, 2017.

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

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

## ARTICLE II - CONSTRUCTION

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

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

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

2.02 BUILDING AND OCCUPANCY PERMITS. No occupancy permits shall be issued until the sanitary sampling manhole and water main improvements servicing said building are installed, inspected by the Village Utility and approved by the Village Engineer, all record-drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below and all easement drawings are reviewed and approved by the Director of public Works or the Village Engineer.

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

- (1) Master site grading

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

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

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development Plan. Such trees are to be protected and preserved during construction in accordance with sound conservation practices, including the preservation of trees by use of wells or islands or retaining walls whenever abutting grades are altered. ***Notwithstanding the above, the Developer shall protect all street trees along Willow Creek Way which were planted in 2017 as part of construction of the Business Park. Any damaged street trees shall be replaced in kind by Developer.***

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

### ARTICLE III - DEDICATION AND ACCEPTANCE

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

safe sample and satisfactory pressure test results are obtained. Developer or his Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

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

#### ARTICLE IV - PAYMENT OF FEES

4.01 GENERALLY. Developer shall pay all fees, expenses, costs and disbursements which Developer is required to pay, pursuant to Sec. 18.10 of the Municipal Code. Unless required to be pre-paid as a condition of the approval of this Agreement, such amount shall be paid by Developer within thirty (30) days after being billed by the Village. Nothing in this provision, or in the remaining provisions of this article, shall be construed as exempting Developer, its successors and assigns, from such future fees, expenses, costs, or assessments which might be imposed by way of general operation of law or ordinance, and as otherwise assessable against properties within the Village of Germantown.

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

- |                                   |                                 |
|-----------------------------------|---------------------------------|
| (1) Water:                        | \$ 832.00/REC                   |
| (2) Fire Protection:              | \$ 0.63549/\$1000 Building Cost |
| (3) Police Protection Facilities: | \$ 0.2809/\$1000 Building Cost  |
| (4) Sanitary Sewer Connection:    | \$ 4,060.00/REC                 |

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

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the project to cover the cost of the Village for checking and reviewing plan and specification documents. Such improvement review fee

shall be as provided by Sec.18.10(3) of the Municipal Code. The fee shall be calculated as follows:

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

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

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

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

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

## ARTICLE V - SPECIAL PROVISIONS

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

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

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or

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

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

5.05 ROADWAY MAINTENANCE. The development contains no private driveways.

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

#### ARTICLE VI - FINANCIAL GUARANTY

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

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

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

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

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

## ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

7.02 GENERAL INDEMNIFICATION. Developer shall indemnify and hold the Village harmless against and from any and all liability, judgments, costs and expenses incurred by the Village as the result of any action by whomsoever or whenever brought or obtained against the Village or Developer, or both, which may in any manner result from or arise in the course of, out of, or as a result of the carelessness, negligence or neglect of Developer, its agents, contractors or employees. In every case where judgment is recovered against the Village and

where notice of the pendency of the suit and an opportunity to defend the same has been given to Developer within ten (10) days after its commencement, the judgment shall be conclusive upon Developer, not only as to the amount of damages, but also as to its liability to the Village.

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

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

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION. Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to (a) Developer's introduction of toxic or hazardous material or substances in or on the real property dedicated or conveyed to the Village; or (b) toxic or hazardous material or substances not introduced by Developer, but which cause damage because of work performed pursuant to, or in connection with the platting/subdivision of Developer's Property or this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

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

- (1) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall

not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;

- (2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:
  - (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and
  - (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

#### ARTICLE VIII - TIME OF COMPLETION

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

8.02 DEFAULT. In the event Developer does not complete installation of the public improvements required by this Agreement within thirty (30) days after the Village has served

notice of default upon Developer, the Village may complete the same and take title thereto. The costs of doing such work shall be collected as provided in Article VI of this Agreement.

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

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

## ARTICLE IX - GENERAL PROVISIONS

9.01 APPROVAL TERMS. No tax-exempt use is authorized by the approvals granted by the Village.

9.02 ENTIRE AGREEMENT. This written Agreement and written amendments and any referenced attachments thereto shall constitute the entire agreement between the Developer and the Village with respect to the construction and installation of utilities on the Property and shall replace the Predevelopment Agreement and that in the event of any conflict between the Development Agreement and the Predevelopment Agreement, the terms of the Development Agreement will control.

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

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

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

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

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

Agreement or a ratification of any wrongful or negligent act by the Developer or the acceptance of any improvement or performance on the part of the Developer.

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

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

#### ARTICLE X - NON-ASSIGNMENT

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

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2018 which shall be the effective date of this Agreement.

#### DEVELOPER:

DRGT, LLC

By: \_\_\_\_\_  
Douglas Weas, Managing Partner

STATE OF WISCONSIN     )  
                                          ) SS  
                                  COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above-named, Douglas Weas, Managing Partner of DRGT, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Managing Partner of said Limited Liability Corporation and acknowledged that he executed the foregoing instrument in such capacity.

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

**VILLAGE OF GERMANTOWN**

By: \_\_\_\_\_  
Dean Wolter, Village President

Attest By: \_\_\_\_\_  
Deanna L Boldrey, Village Clerk

Per Village Board Approval: Dated \_\_\_\_\_

STATE OF WISCONSIN     )  
                                          ) SS  
WASHINGTON COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above-named, Dean Wolter, Village President, and Deanna L Boldrey, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

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

Approved as to form:

\_\_\_\_\_  
Brian C. Sajdak, Village Attorney

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

**EXHIBIT "A"**

&gt;&gt;&gt;DRAFT&lt;&lt;&lt;

## EXHIBIT "A"

## DIS-COUNT RAMPS

| ITEM DESCRIPTION                                                                        | BASIS       | ESTIMATED AMOUNT    |
|-----------------------------------------------------------------------------------------|-------------|---------------------|
| Survey Monuments                                                                        | 1.02        | \$350.00            |
| Site & Street Grading                                                                   | 1.03 & 1.11 | \$0.00              |
| Gravel Base and Asphalt Pavement                                                        | 1.03        | \$0.00              |
| Asphalt Surface Coarse                                                                  | 1.03        | \$0.00              |
| Curb & Gutter                                                                           | 1.04        | \$0.00              |
| Sidewalks / Walk Paths                                                                  | 1.05        | \$0.00              |
| Sanitary Sewer System                                                                   | 1.06        | \$0.00              |
| Water System                                                                            | 1.07        | \$225,000.00 larrys |
| Other Sewer & Water Facilities                                                          | 1.08        |                     |
| Underground Utilities                                                                   | 1.09        |                     |
| Street Lights                                                                           | 1.1         |                     |
| Street Signs                                                                            | 1.08        |                     |
| Erosion Control                                                                         | 1.11 & 2.04 | \$0.00              |
| Storm Water System, Pond & Drainage                                                     | 1.12        | \$0.00              |
| Permanent Barricades                                                                    | 1.13        |                     |
| <b>SUB-TOTAL</b>                                                                        |             | <b>\$225,350.00</b> |
| DATA Conversion Fee (record drawings)                                                   | 4.03        | \$500.00 *          |
| Improvement Review Fee: Minimum Fee                                                     | 4.03        | \$5,000.00 *        |
| Professional Fee (Attorney)                                                             | 4.05        | \$500.00 *          |
| Inspection Fee (Estimate based on construction time)                                    | 4.05        | \$8,000.00 *        |
| <b>SUB-TOTAL</b>                                                                        |             | <b>\$14,000.00</b>  |
| <b>IMPACT &amp; CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE</b> |             |                     |
| Sanitary Sewer (5.25 REC @ \$4,060 / REC)                                               | 4.02        | \$21,315.00 **      |
| Water (5.25 REC @ \$832 / REC)                                                          | 4.02        | \$4,368.00 **       |
| Fire (\$0.63549/\$1000 building cost)                                                   | 4.02        | \$4,130.69 **       |
| Police (\$0.2809/\$1000 building cost)                                                  | 4.02        | \$1,825.85 **       |
| <b>SUB-TOTAL</b>                                                                        |             | <b>\$31,639.54</b>  |
| <b>TOTAL ( Letter of Credit Amount)</b>                                                 |             | <b>\$225,350.00</b> |
| * Amount to be Paid at Time of Signing of Development Agreement                         |             | <b>\$14,000.00</b>  |
| ** Amount to be Paid at Time of Building Permit Issuance                                |             | <b>\$31,639.54</b>  |

## EXHIBIT "B"

# LABOR RATES -- 2018

## VILLAGE OF GERMANTOWN

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

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

# EQUIPMENT RATES -- 2018

## VILLAGE OF GERMANTOWN

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

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

## EXHIBIT "C"

*PARTIAL DRAWING OF "D" SIZE DRAWING; ENCLOSED AS EXAMPLE ONLY FOR DEVELOPMENT  
AGREEMENT APPROVAL*

OUTLOT 1  
C.S.M. NO. 6782

EDGE OF  
WATER  
08/28/17

# POND

N90°00'00"E 433.26'

## POND

EDGE OF WATER  
08/28/17

FOUND 1"  
IRON PIPE

N90°00'00"E 559.22'

482.77'

25' BUILDING SETBACK LINE PER C.S.M. 6782

RIP RAP  
(TYP.)

EXISTING  
SILT FENCE

DRAINAGE EASEMENT GRANTED TO  
THE VILLAGE OF GERMANTOWN PER  
C.S.M. 6782

LOT 1  
C.S.M. NO. 6782  
308,881 SQ. FT.  
7.0909 ACRES

**- VACANT -  
NO BUILDINGS**

25' WETLAND SETBACK  
PER C.S.M. 6782

15' DRAINAGE  
EASEMENT PER  
C.S.M. 6782

BOTTOM OF DITCH

FOUND 1"  
IRON PIPE

FOUND 1"  
IRON PIPE

FOUND 1"  
IRON PIPE

WETLANDS PER  
C.S.M. 6782  
DELINEATED BY  
— WETLAND &  
WATERWAY  
CONSULTING, LLC  
ON MAY 14, 2014

BOTTOM OF DITCH-

100' ANR PIPE LINE  
COMPANY EASEMENT  
PER DOC. NO. 493686 &  
 C.S.M. 6782

CENTERLINE OF DITCH-

LOT 2  
C.S.M. NO. 6782  
450,164 SQ. FT.  
10.3343 ACRES

- VACANT -  
NO BUILDINGS

RIP RAP  
(TYP.)

— BOTTOM OF DITCH

20' DRAINAGE EASEMENT GRANTED  
TO THE VILLAGE OF GERMANTOWN  
PER C.S.M. 6782

Nqo°no'no"W

LOT 1  
C.S.M. NO. 5760

N01°18'32"W 742.90'

25' WETLAND SETBACK  
PER C.S.M. 6782

WETLANDS PER  
C.S.M. 6782

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

MEETING DATE: September 11, 2018

AGENDA ITEM: New Business



ITEM TITLE: Discussion—Sanitary Sewer & Water Service Area—Holy Hill & Goldendale Roads

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

SUMMARY EXPLANATION:

Staff is bringing this topic forward tonight to describe the area that can be served by the proposed sanitary sewer and water main in the Holy Hill Road/Goldendale Road/TID #8 Area. The sanitary sewer is 18" PVC and the Water Main is 16" PVC. Both originate at the intersection of Freistadt Road and Goldendale Road with the section from Freistadt Road to just north of the railroad tracks being constructed as part of TID #7. This section is on the agenda tonight for recommendation and award. The attached map indicates the ultimate service area for the sanitary sewer and water main. The northern boundary line is approximately 200 feet north of Rockfield Road, the east line was arbitrarily picked to be CTH 45'ish with cutouts for Isabelle Farms the and the west area has not had the service line finalized but service area could expand into Richfield with the installation of a Sewage pump station on the west side of I41. These areas have not been committed and are in need of further discussion which is one reason for the presentation this evening. With this information additional planning can begin to determine desired land use. Also, there are areas that cannot be served by a gravity sanitary sewer towards Bonniwell Road but the sanitary sewer has capacity and with a pump station those areas can be served in the future if the need arises.

With this additional area served by sanitary sewer and water main the need also requires additional capacity requirement of the water system in the way of an additional Well and Tower in the overall Village Water Utility. This is being addressed partially by the Zilber Group being required, by way of the Developers agreement, to give the Village a maximum 2-acre parcel within their development, currently this is being evaluated to be in the northeastly area of their development. This is an ideal location for a water tower due to the elevation of the land in that area. The well will be a deep well therefore the location is not critical. This new water system would be in an elevated area of the Village and this means that a second pressure zone will be created requiring a method to control the water flow and pressure in and out of this area. This is accomplished by a booster pump/pressure reducing station, which the location has not been confirmed at this time.

Other areas that may be of concern for sanitary service is the Self-Storage and the old marine business between the Self-Storage and I41. We have determined that these two areas can be served. Additionally, the Franks Landscaping area can be served by the existing 8" sanitary stub

at the west side of the manhole at Freistadt Road and Goldendale Road.

ATTACHMENT:    ORDINANCE\_\_\_\_\_ RESOLUTION\_\_\_\_\_ OTHER X

- Map indicating Service Area Boundary

RECOMMENDATION:

Staff is has made this presentation for informational purposes only and no recommendation or motion is required.

COMMITTEE ACTION:

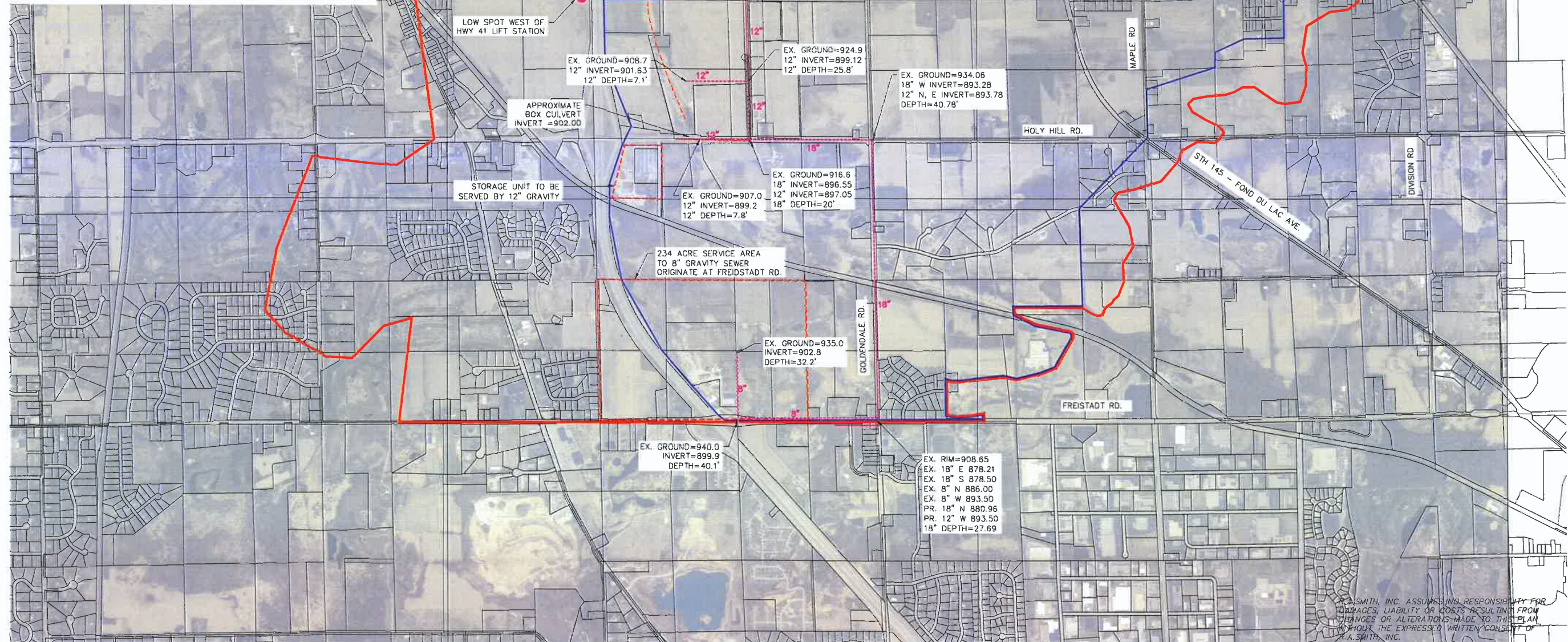
Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

TOTAL SERVICE AREA  
WITH LIFT STATIONS

AREA SERVICEABLE  
BY GRAVITY

### ASSUMPTIONS

- CONTOURS BASED ON GIS SURFACE DATA
- SANITARY SERVICE AREA BASED ON ASSUMPTION THAT SOME AREAS WILL BE SLAB ON GRADE OR HUNG BASEMENT PLUMBING REDUCING THE REQUIRED SEWER DEPTH: AREA WEST OF SWALE TO BE FIELD VERIFIED TO DETERMINE SERVICE AREA IMMEDIATELY EAST OF I-41 ADJACENT TO SWALE



DESCRIPTION

DATE \_\_\_\_\_

Brookfield, WI 53005-5938  
(262) 781-1000  
rcsmith.com

**raSmith**  
CREATIVITY BEYOND ENGINEERING

Naperville, IL | Pittsburgh, PA | Irvine, CA

VILLAGE OF GERMANTOWN

**SANITARY SEWER  
SERVICE AREA MAP**

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A. Smith, Inc.

TE: 04/23/2018

NOTE:  $1'' = 1000'$

NO. 1180180

PROJECT MANAGER:  
ANDON FOSS, P.E.

SIGNED BY: ---

HECKED BY: ---

**SHEET NUMBER**