

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, March 5th, 2019 ***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:** February 6, 2019
- 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. **UNFINISHED BUSINESS:**
 - A. Consideration of Utility Credit – N109 W17525 Virginia Avenue
- VI. **NEW BUSINESS:**
 - A. Wachtel Tree Science Summary of Services - Informational
 - B. Fluoride Treatment – Village's Water System - Informational
 - C. Chemical Drum Scales Purchase
 - D. Germantown High School - Public Utility Easements
 - E. TID #8 – Booster Station – WE Energies Easement
 - F. Wrenwood Subdivision Development Agreement
 - G. Village Labor and Equipment Rates
 - H. GIS Core Services Contract – Ruekert & Mielke
 - I. Department of Public Works Complex - Feasibility Study - Informational
- VII. **PROJECTS UPDATE:**
- VIII. **NEXT MEETING DATE:** Set April, 2019 Meeting Date and Time
- XI. **ANNOUNCEMENTS:**
- X. **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

February 6, 2019
Village Hall Board Room

CALL: Chm. Kaminski called the meeting to order at 6:00 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Hughes, Warren and Zabel. Also present were Engr. Nitschke, and Secretary Wick.

APPROVAL OF MINUTES: MOTION made by Zabel, seconded by Hughes to approve the Minutes of January 8, 2019.

Motion carried unanimously.

PUBLIC COMMENT: None

BLANKET PURCHASE ORDER – WATER METERS: Supt. Haugen requested authorization to generate a blanket purchase order for the continuing purchase of water meters as part of the meter change-out program.

MOTION made by Hughes, seconded by Kaminski to forward to the Village Board with a positive recommendation to approve the allocation of \$150,000 in the form of a blanket purchase order for the continuing purchase of water meters from Metron/Franier on an as needed basis. Funds to be allocated from Acct. #50-180-183-3460.

Motion carried 3-1 (Zabel)

GATE VALVE REPAIR TOOL PURCHASE: Supt. Haugen requested authorization to purchase a gate valve repair tool which would allow the removal from above ground, rounded or missing operating nuts that are used to turn on/off a water distribution gate valve without digging down below the surface. Current gate valve replacement costs range from \$4,000-\$6,000 for each repair. This specialty tool which is only supplied by one vendor will pay for itself after 2-3 repairs. Discussion followed.

MOTION made by Warren, seconded by Hughes authorizing staff to purchase a gate valve repair tool from E.H. Wachs for a cost not to exceed \$10,485.00. Funds to be allocated from Acct. #50-180-184-3940.

Motion carried unanimously.

BLANKET PURCHASE ORDER – WATER DISTRIBUTION SYSTEM GATE VALVES: Supt. Haugen requested an open purchase order for the services of others on a time and material basis to dig and replace water system gate valves for distribution efficiency. Restoration will take place as needed. Discussion followed.

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation to approve the allocation of \$20,000 in the form of a blanket purchase order to hire as needed, a contract service for the replacement of water system gate valves to include restoration costs. Funds to be allocated from Acct. #50-180-183-3430.

Motion carried unanimously.

BLANKET PURCHASE ORDER – HYDRANT REPLACEMENTS: Supt. Haugen requested an open purchase order for contracted services to provide on a time/material bases for the replacement of non-functioning hydrants, lead/valve assemblies and restoration as needed. Hydrant replacements are part of an ongoing replacement program as the department identifies old & malfunctioning hydrants.

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation to approve the allocation of \$30,000 in the form of a blanket purchase order for a qualified contract service to provide labor & equipment for the continuing replacement of hydrants, lead and valve assembly repairs. Funds to be allocated from Acct. #50-180-183-3480.

Motion carried unanimously.

TRUCK UTILITY BOX – WATER UTILITY: Supt. Haugen had requested authorization to purchase two new utility service boxes for both the Diggers Hotline shared utility vehicle and the 2019 Chevy 2500 HD-4WD Water Utility truck. The current truck bed on the 2019 Chevy will be removed and sold at auction.

MOTION made by Warren, seconded by Kaminski to forward to the Village Board with a positive recommendation authorizing the purchase of two Knappheide multi-door aluminum service body with lift gates from Casper's Truck Equipment for a cost not to exceed \$42,024.00. Funds to be allocated from Acct.'s #50-180-185-3920 & #50-180-184-3972.

Motion carried unanimously.

WATER UTILITY TRUCK PURCHASE: Supt. Haugen had requested authorization to purchase a 2019 GMC 2500HD 4WD double cab truck from the State Bid of Ewald Automotive Group. Three bids were received ranging from \$29,489 to \$31,123 which included the trade-in of the Village's 2005 GMC diesel truck.

MOTION made by Warren, seconded by Hughes to forward to the Village Board with a positive recommendation authorizing the purchase of a 2019 Chevy 2500HD 4WD diesel pickup truck and plow from Ewald Automotive Group for an amount not to exceed \$30,000.00. Funds to be allocated from Account #50-180-184-3972.

Motion carried unanimously.

CHEMICAL DRUM SCALES PURCHASE: Supt. Haugen requested authorization to purchase two new electron chlorine and fluoride drum scales with dual channel digital indicator/transmitter which will be tied into the Village's SCADA system. The Scales are part of an ongoing replacement program at all the Well Houses. Quotes received ranged from \$8,415 to \$9,065.

Trustee Hughes questioned why the Village had fluoride in the Village's water system. Supt. Haugen stated the decision to include fluoride in the water system was approved by the Village

Board in the 1970's. Trustee Zabel added the decision to keep fluoride in the water system was again authorized in years 2006 or 2008.

Trustee Hughes was vehemently against fluoride in the Village's water system and would not approve the purchase of a fluoride drum scale until further education on the topic could be presented.

Chm. Kaminski suggested staff present the history of facts and findings of fluoride in the water system and a survey of what other communities are doing.

MOTION made by Zabel, seconded by Hughes to defer action on the purchase of two Force Flow Chlorine and Fluoride Drum Chemical Scales until further review of the use of fluoride in the Village's water system.

Motion carried unanimously.

FORESTRY SERVICES CONTRACT – WACHTEL TREE SCIENCE: Staff had requested permission to contract Wachtel Tree Science to provide specific consultation services related to the handling of the Emerald Ash Borer (EAB), review of the landscape and tree plans for new development, provide certified value on damaged trees, assist in preparation of treatment and planting bid process, etc. The cost of service will be based on time and materials for an amount not to exceed \$15,000.00. Also noted was the hourly rate and the "not to exceed" rate did not increase from last year. Discussion followed.

Trustee Warren requested staff provide a summary of services Wachtel Tree Science has provided in the past.

MOTION made by Warren, seconded by Zabel to forward to the Village Board with a positive recommendation to contract Wachtel Tree Science to provide specific consultation services as it related to the handling of the Emerald Ash Bore (EAB) at a cost not to exceed \$15,000.00. Funds to be allocated from Acct. #10-553-530-5290.

Motion carried unanimously.

2019 ROAD PROGRAM – BIDS: Engr. Nitschke reported two bids were received for the 2019 Road Program. The program consisted of a base bid which was the remainder of 2018 Road Program as well as four alternates. Alternates comprised of sections of Old Farm Road, Lilac Lane, Holy Hill Road and Highland Road. The base bid for the 2018 Road Program consisted of sections of Deppert Road, Creek View Lane, Merkel Drive, Woodland Drive, Oakview Ave., Rosewood Ave., Jamestree Road, Edgewood Drive, Fox Lane and Hilltop Drive. Engr. Nitschke stated bids were favorable.

- Estimated cost for the base bid in the 5-Year Plan - \$752,669.15
 - o Stark's bid - \$838,489.70
 - o Payne and Dolan's bid - \$774,470.77
- Estimated cost for Alternate #1 – Old Farm Road – \$504,948.49
 - o Stark's bid - \$654,635.80
 - o Payne and Dolan's bid - \$603,662.95

- Estimated cost for Alternate #2 - Lilac Avenue - \$335,963.26
 - o Stark's bid for - \$355,444.80
 - o Payne and Dolan's bid - \$348,462.33
- Estimated cost for Alternate #3 – Holy Hill Road – \$324,822.93
 - o Stark's bid - \$344,451.98
 - o Payne and Dolan's bid - \$336,312.35
- Estimated cost for Alternate #4 – Highland Road - \$161,936.94
 - o Stark's bid for - \$178,635.45
 - o Payne and Dolan's bid - \$173,416.60

While numbers came in about the same, staff tightened up the project by staying away from driveway culverts, and/or ditching if the roads didn't need them. The Village's Road Program has averaged two and a half lane miles per year for road reconstruction/rehabilitation from 2013-2017. The 2019 program will reconstruct/rehab 4.7 miles of roads at a lesser cost per mile.

- Total budget for 2019 Roads = \$1,675,000
- Remaining funds from the 2018 Road Projects will supplement the 2019 Road Projects;
- Old Farm Road was removed from the list as the rest of Old Farm is scheduled to be reconstructed in year 2020;

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation to award the 2019 Road Program Base Bid and Alternate Bids #2, #3 and #4 to Payne and Dolan, Inc. for an amount of \$1,632,662.05 plus a 10% contingency for a total project cost of \$1,795.928.26.

Motion carried unanimously.

PARK AVENUE – BIDS: Engr. Nitschke explained the 2018 Park Avenue Improvement Project was a re-bid in 2019 as bids came in over budget last year. The project included relaying sanitary, water and storm sewer. There would also be a full reconstruction of the road with an urban curb and gutter cross section. Five bids were received ranging from \$816,000 to \$1,589,150. The bids were very favorable and under \$350,000 from last year's low bid. Funding will come from the 2017 Road CIP Program, Waste Water Utility, and Water Utility. Anticipated start date is June 3, 2019 and therefore the July 4th Parade will take a different route.

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation to award the Park Avenue Road Improvement Project #1801 to Kruczek Construction for a total amount of \$897,600.00 which includes a 10% contingency.

Motion carried 3 – 1 (Zabel).

PROJECT RETAINER RELEASE – MAIN STREET SANITARY SEWER RELAY – KRUCZEK CONSTRUCTION:

MOTION made by Hughes, seconded by Zabel authorizing the release of the contract retainer for the Main Street Sanitary Sewer Relay project to Kruczek Construction in the amount of \$7,925.55.

Motion carried unanimously.

DF TOMASINI INVOICES: Engr. Nitschke explained water main and hydrants needed to be repaired and relocated as part of the WDOT's reconstruction of the Country Aire Drive and Mequon Road intersection. Due to complexities with the required work, the WDOT indicated relocation and repair work be paid for by the Village. Staff made the decision to contract DF Tomasini to complete the necessary repairs and relocation work as to not disrupt water service or the WDOT reconstruction project. Discussion followed regarding the watermain plans. Engr. Nitschke viewed the WDOT plans in which the watermain in question was not shown on the plans but located under another line and difficult to see hence the request to the WDOT for reimbursement of the invoices presented.

MOTION made by Hughes, seconded by Zabel to forward to the Village Board with a positive recommendation authorizing payment of two invoices in the amounts of \$6,796.76 & \$18,752.36 to DF Tomasini for the Water Main and Hydrant repairs for the Mequon Road and Country Aire Drive project and authorize the Village Engr. to write a formal request to the WDOT for the repayment or negotiation of the two invoice payments.

Motion carried unanimously.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held **TUESDAY**, March 5, 2019 at 6:00 p.m.

ANNOUNCEMENTS: None

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:55 p.m.

Janice Wick, Recording Secretary

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

MEETING DATE: March 5, 2019

AGENDA ITEM: Unfinished Business A

ITEM TITLE: Consideration to Adjust 3rd Quarter Sewer & Water Invoice for
N109 W17525 Virginia Avenue

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

SUMMARY EXPLANATION:

This item is brought back to the PWHC by direction of the PWHC at the January 8, 2019 meeting. The directive was to determine a fair credit utilizing the 1st & 4th quarter billings to determine if in line with irrigation use. Since Tender Reflections took occupancy in the late 2nd quarter of 2016 staff averaged the 3 quarters for each year and then calculated the average of quarters 1, 2 & 4 (200,000 gal). Staff also calculated the average of the three 3rd quarters (663,000 gal). The three-quarter average (qtr.'s 1, 2 & 4) was subtracted from the 3rd quarter average arriving at an increased use of 463,000 gallons. At the current sewer rate of \$6.913/1000 gallons, the amount of credit is \$3,200.17. Plus adding the amount for credit to water used to flush the fire system of \$19.34, staff recommends a one-time refund of \$3,219.51 towards the sewer portion of the Tender Reflections account.

In addition, the recommendation from the Director of Public Works is that, since this is the second credit request, no additional credits for irrigation water be issued to Tender Reflections.

Previously presented to the PWHC at January 8, 2019 meeting

Tender Reflections Memory Care is located at N109 W17525 Virginia Avenue. Wanda Crotty brought her concern of a high utility billing to the Village's attention by an email to the Director of Public Works and a telephone call to the Utility finance clerk. The owner is concerned with the large invoice. During continuous emails/conversations Tender Reflections furnished the Village with additional information regarding the Fire Sprinkler/testing/flushing completed by a hired contractor (work sheet attached). Pursuant to the contractors statement a total of 2,798 gallons of water was utilized with none of it going to the sanitary sewer. No such information was offered for the water used in the lawn irrigation system. Also, in 2016 the Village recommended to the owner to install a meter on the lawn irrigation system so that that water use would be invoiced as water only. The meter was never installed.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Billing History and staff calculations

RECOMMENDATION:

The Director of Public Works is recommending the Public Works Committee approve a credit of \$3,219.51 to the 3rd Quarter (2018) sewer & water billing for Tender Reflections Memory Care, N109 W17525 Virginia Avenue and that no future credit will be issued for irrigation water use.

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.

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VILLAGE OF GERMANTOWN
UTILITY BILLING ACTIVITY

PAGE 1

FROM DATE: 12/01/2015
TO DATE: 01/09/2019

DATE	ACTIVITY DESCRIPTION	READ TYPE	QUANTITY	AMOUNT
0028196000-00 TENDER REFLECTIONS MEMORY CARE N109 W17525 VIRGINIA AVE				
06/30/16	WATER	ACT	2	71.42
06/30/16	SEWER	ACT	2	149.30
06/30/16	FIRE PRO	ACT		130.00
07/26/16	PENALTY ON 06/30/16 BILLING			3.51
09/16/16	PAYMENT: CK CHECK			354.23-
09/30/16	WATER	ACT	892	1,856.08
09/30/16	SEWER	ACT	892	7,839.79
09/30/16	FIRE PRO	ACT		130.00
11/04/16	ADJUSTMENT: CSR COMMERCIAL SEWER ADJUSTME			5,648.81 credit
11/15/16	PAYMENT: CK CHECK			4,309.08-
12/29/16	WATER	ACT	305	699.69
12/29/16	SEWER	ACT	305	2,767.53
12/29/16	FIRE PRO	ACT		130.00
01/19/17	PAYMENT: CK CHECK			3,499.85-
03/31/17	WATER	ACT	101	297.81
03/31/17	SEWER	ACT	101	1,004.76
03/31/17	FIRE PRO	ACT		130.00
04/20/17	PAYMENT: CK CHECK			1,411.90-
06/30/17	WATER	ACT	100	295.84
06/30/17	SEWER	ACT	100	996.12
06/30/17	FIRE PRO			130.00
07/19/17	PAYMENT: CK CHECK			1,407.98-
09/29/17	WATER	ACT	174	441.62
09/29/17	SEWER	ACT	174	1,635.55
09/29/17	FIRE PRO			130.00
10/24/17	PAYMENT: CK CHECK			2,207.17-
12/28/17	WATER	ACT	346	780.46
12/28/17	SEWER	ACT	346	3,121.81
12/28/17	FIRE PRO			130.00
01/23/18	PAYMENT: CK CHECK			4,072.59-
03/29/18	WATER	ACT	245	581.49
03/29/18	SEWER	ACT	245	2,249.07
03/29/18	FIRE PRO			130.00
04/24/18	PENALTY ON 03/29/18 BILLING			29.78
05/03/18	PAYMENT: CK CHECK			2,920.24-
06/29/18	WATER	ACT	214	520.42
06/29/18	SEWER	ACT	214	1,981.19
06/29/18	FIRE PRO			130.00
07/26/18	PENALTY ON 06/29/18 BILLING			26.61
08/03/18	PAYMENT: CK CHECK			2,688.00-
09/28/18	WATER	ACT	922	1,915.18
09/28/18	SEWER	ACT	922	8,099.02
09/28/18	FIRE PRO			130.00
10/24/18	PENALTY ON 09/28/18 BILLING			101.44

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VILLAGE OF GERMANTOWN
UTILITY BILLING ACTIVITY

PAGE 2

FROM DATE: 12/01/2015
TO DATE: 01/09/2019

DATE	ACTIVITY DESCRIPTION	READ TYPE	QUANTITY	AMOUNT
12/28/18	WATER	ACT	155	404.19
12/28/18	SEWER	ACT	155	1,471.38
12/28/18	FIRE PRO			130.00
BALANCE:				12,251.21 *

Sept. - Nov.

	1 st Qtr	2nd Qtr	3rd Qtr	4 th Qtr	Comments
2016	under construction	2,000	892,000	305,000	credit issued \$5,648.81
2017	101,000	100,000	174,000	346,000	No credit requested
2018	245,000	214,000	922,000	155,000 ?	
	2 yr ave 173	2 yr. ave. 157	3 yr ave. 663	3 yr ave. 269	

→ Ave Qtr #3

→ 663

→ Ave. Qtr #1, #2 & #4 → 200

463(x1000) gal.

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

MEETING DATE: Tuesday March 5th, 2019

AGENDA ITEM: New Business **A**

ITEM TITLE: Wachtel Tree Science Scope of Services - Informational

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

John Gall of Wachtel Tree Science has been providing technical support for the Village for well over a decade. John is a Certified Consulting Arborist and ISA Certified Municipal Specialist. He drafted the Village's EAB Preparedness and Response Plan. He was instrumental in developing and now maintaining the municipal tree inventory located on the Village's GIS page. Through the Village Board approved contract with Wachtel, John acts as the Village Forester. A position called out in Section 1.215 of our Municipal Code. According to Code the Forester "shall be a person skilled and trained in the arts and sciences of municipal arboriculture." John works along side and very closely with the Recreation Director and Highway Superintendent. He prepares the contracts for both the tree planting and ash tree trunk injections. He inspects the stock and work for both contracts as well. He prepares and executes the proper paper work for the Village to maintain our Tree City USA designation. John provides technical support, review of landscape plans, tree planting plans and specie selection for Village projects and Developments. When a municipal tree is damaged, he provides the replacement value for insurance purposes. This is an illustrative list of some of the services provided. Having someone with John's knowledge and passion working with staff is a tremendous asset for the Village.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

No action necessary

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:

March 5th, 2019

AGENDA ITEM:

New Business

B

ITEM TITLE:

Consideration to have a discussion if
Fluoride can be removed from the Germantown water system.

SUBMITTED BY:

Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

Trustee Hughes previously made a request of the Director of Public Works and subsequently made an additional request at the February 6th, 2019 public works meeting asking, "Can the Village of Germantown elect to stop the addition of Fluoride"? The answer to the question of the ability to discontinue the addition of Fluoride is yes. Per the WIDNR discontinuing the addition of fluoride must follow the same procedure that the Village Board implemented in Dec 30th, 1974 to initiate the addition of fluoride.

ATTACHMENT:

ORDINANCE _____ RESOLUTION _____ OTHER X

1. Communities that removed Fluoride.
2. Cost associated with adding Fluoride.
3. Historical information from past board meetings to add Fluoride.

RECOMMENDATION:

Staff has no recommendation.

COMMITTEE ACTION:

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

1. Communities that removed fluoride: The ones I personally called

Community	Population	Year removed
Cascade, Wi	699	2017
Luck, WI	1,063	
Plymouth, WI	8,419	
Saukville, WI	4,419	2016
Hayward, WI	2,318	8/13/2018
Montello, WI	1,500	2/1/15
Shell Lake, WI	1,400	9/1/2014
Balsam Lake, WI	1,000	2/4/2013
St. Croix Falls, WI	2126	2/1/2013
Balsam Lake, WI	1,000	2/4/2013
Holmen, WI	6,200	4/27/2011
Chippewa Falls, Wi	13,661	2/17/2009
Prairie du Chien	5,900	11/4/2008

2. Cost associated with adding Fluoride					As of 2018		
Material and Equipment						Annual Cost	
1. Fluoride pump maintenance						\$1,500.00	
	Hoses, tubing, shafts and rollers						
2. Analyzer maintenance-							
	Hoses, reagents, membranes					\$2,400.00	
3. AcuvacVac Ampules							
	for daily testing					\$600.00	
4. Liquid hydroFluosilicic acid							
	Fluoride-8,300lbs					\$3,486.00	
5. Fluoride analyzer							
	Annual cost-12yr life cycle					\$500.00	
6. Chemical scales							
	For Fluoride tank measurments-10yr life cycle					\$1,800.00	
7. Fluoride pumps							
	Fluoride injection-10yr life cycle					\$300.00	
8. Electric heaters							
	Four total out of six wells-4yr life cycle					\$500.00	
8. New VFD							
	Variable speed drive for motor-10yr life cycle					\$6,000.00	
	\$10,000.00ea.						
9. Misc. labor for above						\$1,500.00	
					Subtotal:	\$18,586.00	
Labor and testing							
1. SCADA programing							
	New scales and VFD					\$612.00	
2. Daily testing		\$46.64x2hrsx2.5days/wkx4wks/12months					
	Village Hall sample site					\$11,193.60	
3. Testing when analyzer goes out		4hrsx1.5x4wks					
	Week-end testing					\$1,585.00	
4. Fluoride vents							
	Vacuum pump on Fluoride tanks					\$720.00	
	(2) Inservice-need to install (4) more						
5. State testing and mailing costs							
	Certified lab-Fed-X					\$720.00	
Combined cost of Material, Equipment,							
Testing and labor					Total:	\$33,416.60	

#3 Historical information from past board meetings to add Fluoride

August 5, 1974 Village Board

"Mrs. Conger made an appearance regarding the fluoridation of water in the Well #1 system. Mrs. Conger so-to-speak expounded on the benefits of fluoride in the water supply, which requires one part per million. An advisory referendum may be ordered to secure the wishes of the people involved."

September 3, 1974 Village Board

"Trustee Nason reported that they are still studying fluoridation of the Village water supply."

Sept 16, 1974 Village Board

"The Health and Sanitation Committee will take up the matter of fluoridation of the Village water supply on the 23rd"

October 21, 1974 Village Board

"Motion made by Trustee Geiger, seconded by Trustee Wilegus that a referendum be set up for the Spring Election regarding the fluoridation issue. Motion carried. Aye 5. Nay 0."

November 18, 1974 Village Board

"Mrs. Jean Conger was in attendance to discuss fluoridation of the Village water system. She requested the Board to rescind their motion to hold referendum on fluoridation in the Spring election. The Board did not rescind that motion. Mrs. Conger stated that out of a population of approximately 8,200, only about 3,000 would be affected. President Wetterau stated that the water and sewer is designed to sometime in the future support the entire Village, so all the residents would be affected by the fluoridation. All taxpayers help pay for the utility systems.

Mrs. Conger proposed that a Public Hearing be held to advise and inform the people about fluoridation, and to also give them a chance to ask questions and give their opinions.

Motion made by Trustee Geiger, seconded by Trustee Anderson to have a Public Hearing set up by the Deputy Clerk in conjunction with the Village President to discuss the possibility of fluoridation in the public water system, and to have the notice printed in the next Village bulletin. Motion carried. Aye 6. Nay 0. The hear will try to be set up for some time before Christmas, or else the first or second week in January."

*****I could not find minutes for this special meeting.

February 3, 1975 Village Board

"The Public Hearing on fluoridation was held on December 30, 1974. President Wettereau asked the Board to act on the subject without going to a referendum.

Trustee Geiger asked that an ordinance be drawn up. Attorney Eckert stated that a resolution would be sufficient at this time. Motion made by Trustee Geiger, seconded by Trustee Muehlenbach to proceed to

make application of the State Department of Natural Resources for the addition of fluoride in the Village's water system.

Trustee Wilegus asked the Engineer to draw up the cost of this project. Engineer Muth said the cost would be as stated at the Public Hearing. He also said the Public Service Commission wants to know the type of equipment going to be used and where it was purchased.

The above motion to proceed with the fluoridation was carried. Aye 5. Nay 0."

*****No such resolution or ordinance was passed in 1975 or 1976

April 7, 1975 Village Board

"Engineer Muth stated we are ready to make formal submittal to the Department of Natural Resources to fluoridate the Village water supply."

July 7, 1975 Village Board

"Engineer Muth advised the Board the Village had received final approval from the State on our Fluoridation. He indicated the costs for the feed equipment would be very close to what was anticipated.

Motion made by Trustee Muehlenbach, seconded by Trustee Luebke to authorize the Engineer to procure the necessary feed equipment to feed the fluoride into the village water system. Motion carried. Aye 6. Nay 0."

November 3, 1975 Village Board

"Engineer Muth indicated the Village water system should be fluoridated in approximately a week and a half."

January 19, 1976 Village Board

"Engineer Muth reported that s of 10:00 AM this morning the fluoride has been put in the Village water system."

February 16, 1976 Village Board

"Engineer Muth advised there was a problem with one of the feed machines, otherwise the fluoride was working out very well. We are now at full fluoridation."

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

MEETING DATE: March 5th, 2019

AGENDA ITEM: New Business *C*

ITEM TITLE: Consideration to purchase – Chlorine and Fluoride drum scales.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

We would like permission to purchase two new electron drum scales with one dual channel digital indicator/transmitter. To be tied into our SCADA system.
Three vendors were contacted for quotes, Hawkins Chemical, Martelle Water Treatment and William/Reid.

- William/Reid \$8,415.00.
- Martelle Water Treatment \$8,668.00
- Hawkins Chemical \$9,065.00

William/Reid Germantown, WI \$8,220.00+estimated freight \$195.00 Total: \$8,415.00

ORDINANCE _____ RESOLUTION _____ OTHER _____ **ATTACHMENT:**

RECOMMENDATION:

Staff recommends purchasing (2) Force Flow Chemical scales from William Reid at a cost not to exceed \$8,415.00 from the Capital Acct #50-180-184-3320.

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 HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: March 5, 2019

AGENDA ITEM: New Business **D**

ITEM TITLE: Germantown High School Public Utility Easements

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

SUMMARY EXPLANATION:

Due to the installation of new sanitary sewer and water main lines around the High School expansion, and as these are public utilities located on school property, new easements were generated to cover the areas where the new utilities were constructed.

These easements will allow the Village access to repair and/ or maintain the infrastructure.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

Staff recommends the improvements as specified above.

COMMITTEE ACTION:

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

Document Number	20' Sanitary Sewer Easement
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This space reserved for recording data:

Return to: Village of Germantown
PO BOX 337
Germantown, WI 53022

This 20 foot Sanitary Sewer Easement (the “Easement”) is made by and between the GERMANTOWN SCHOOL DISTRICT (“Grantor”), and the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation (“Grantee”), as of the date signed by Grantor set forth below.

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), an easement with the right, permission and authority to enter upon, construct, install, maintain, in, through, under, across, and upon the following described tract of land:

A 20 foot wide Sanitary Sewer Easement located on, over and across Lot 1 of Certified Survey Map No. 6808, being located in a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast Corner of the said Southwest 1/4 Section; Thence South 00°57’57” East and along the East line of the said Southwest 1/4 Section and the centerline of “River Lane,” 549.38 feet to a point; Thence South 89°22’17” West, 60.00 feet to a point on the West Right-of-Way line of said “River Lane” and the place of beginning of lands hereinafter described;

Thence South 00°57’57” East and along the said West Right-of-Way line, 20.00 feet to a point; Thence South 89°22’17” West, 103.54 feet to a point; Thence North 00°57’08” West, 285.96 feet to a point; Thence South 89°02’52” West, 359.63 feet to a point; Thence South 66°50’54” West, 130.54 feet to a point; Thence South 89°06’09” West, 183.64 feet to a point; Thence South 38°53’04” West, 162.73 feet to a point; Thence South 00°57’08” East, 157.10 feet to a point; Thence South 89°05’58” West, 20.00 feet to a point; Thence North 00°57’08” West, 164.33 feet to a point; Thence North 38°53’04” East, 179.35 feet to a point; Thence North 89°06’09” East, 189.08 feet to a point; Thence North 66°50’54” East, 130.53 feet to a point; Thence North 89°02’52” East, 383.55 feet to a point; Thence South 00°57’08” East, 286.08 feet to a point; Thence North 89°22’17” East, 83.54 feet to the point of beginning of this description.

Said Easement contains 27,996 Square Feet (or 0.6427 Acres) of land, more or less.

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

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

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

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

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

- (1) The land will only be put to uses consistent with this easement such as lawn areas, driveways and small and easily movable structures that will not interfere with access to facility or its appurtenances, with the exception of item (3), below.
- (2) No obstruction of access to the facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.
- (3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches without the prior written approval of the Village Engineer of the Grantee.

In consideration of the foregoing grant of 20 foot Sanitary Sewer Easement and the covenants herein contained, Grantor and Grantee agree that (i) Grantor, in and upon developing Grantor's Land, may freely install laterals and connections to and utilize all improvements installed by Grantor pursuant to this Easement (including the water systems of which they are part) in accordance with the Village of Germantown Code, (ii) from and after the acceptance of dedication of the Sanitary Sewer to be installed in the easement granted hereunder. Grantee will indemnify and hold Grantor, including its members, officer, employees, successors and assigns, harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost and/or expense on account of injury to or death of any person or persons whomsoever in any way arising out of caused, connected with, or attributed to the Easement, this agreement or the rights herein granted, and Grantee, will defend by counsel satisfactory to Grantor any suit or action brought against same based on any alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys' fees connected therewith or resulting therefrom, and (iii) in connection with the hook-up by Grantor to the municipal water distribution system and the municipal sanitary sewer system, the Village of Germantown shall levy upon Grantor only charges of general applicability to and for utilization of Village of Germantown water main and sanitary sewer facilities and improvements; no special or unique, tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge, or any other charge not generally levied upon one connecting to the municipal water distribution system and sanitary sewer systems shall be assessed to or against Grantor or Grantor's land in connection, with such hook-ups.

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

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

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2019.

GERMANTOWN SCHOOL DISTRICT

By: Bob Soderberg
Title: School Board President

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2019 , the above named Bob Soderberg, School Board President, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____

VILLAGE OF GERMANTOWN ACCEPTANCE

ACCEPTED BY The Village of Germantown on _____, 2019
Date

_____, 2019
Dean Wolter - Village President

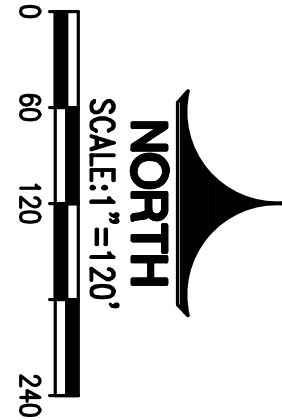
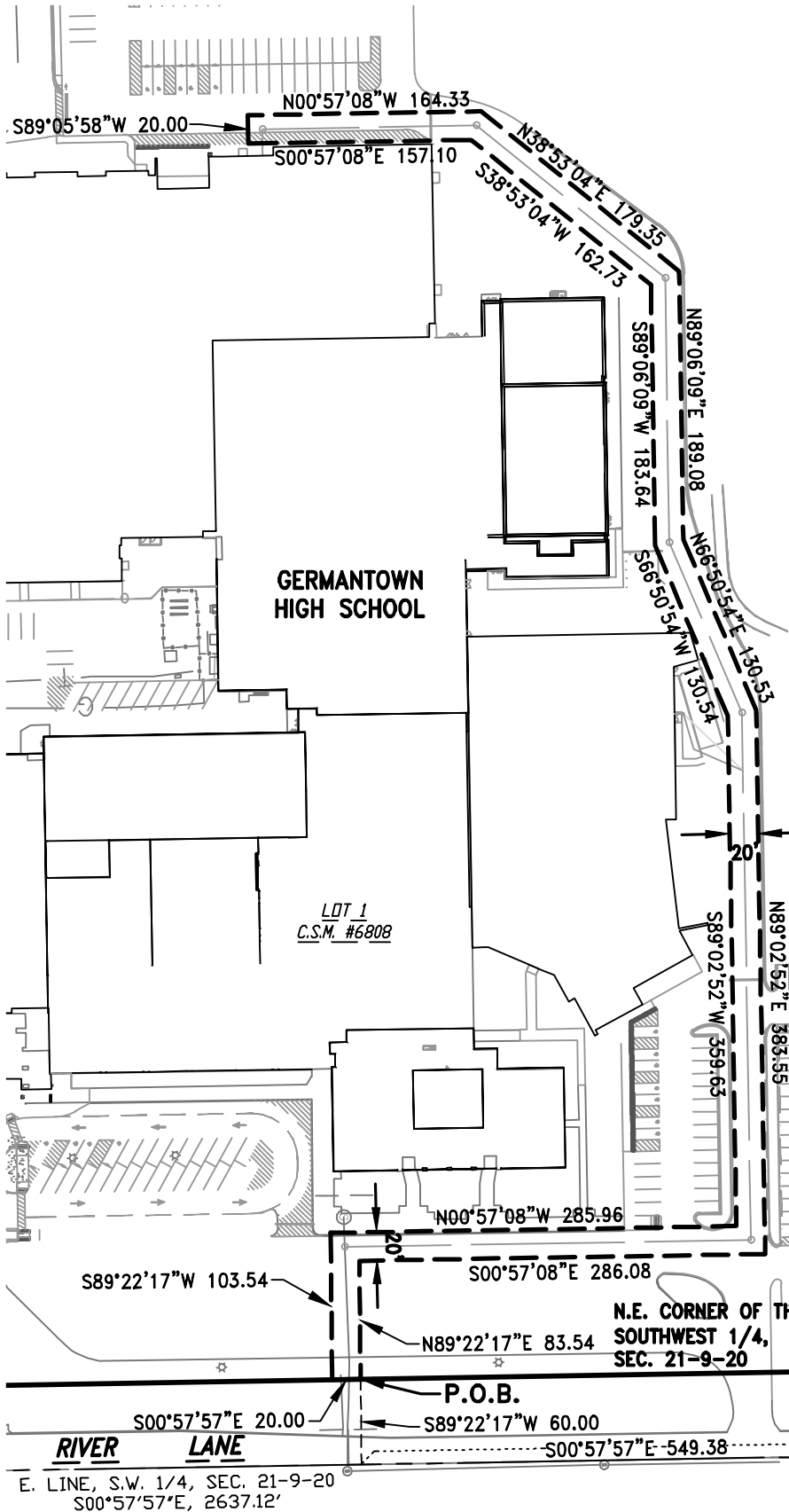
_____, 2019
Deanna Boldrey - Village Clerk

EXHIBIT "A"

20' WIDE SANITARY SEWER EASEMENT

PREPARED BY:

TRIO ENGINEERING, LLC
12660 W. NORTH AVE., BLDG "D"
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481



20' WIDE SANITARY
SEWER EASEMENT
27,996 S.F.
0.6427 Ac.



THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATE: 02-05-19

Document Number	20' Water Main Easement
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This space reserved for recording data:

Return to: Village of Germantown
PO BOX 337
Germantown, WI 53022

This 20 foot Water Main Easement (the “Easement”) is made by and between GERMANTOWN SCHOOL DISTRICT (“Grantor”), and the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation (“Grantee”), as of the date signed by Grantor set forth below.

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), an easement with the right, permission and authority to enter upon, construct, install, maintain, in, through, under, across, and upon the following described tract of land:

A 20 foot wide Watermain Easement located on, over and across Lot 1 of Certified Survey Map No. 6808, being located in a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast Corner of the said Southwest 1/4 Section; Thence South 00°57’57” East and along the East line of the said Southwest 1/4 Section and the centerline of “River Lane”, 254.49 feet to a point; Thence South 89°02’52” West, 60.00 feet to a point on the West Right-of-Way line of said “River Lane” and the place of beginning of lands hereinafter described;

Thence South 00°57’57” East and along the said West Right-of-Way line, 20.00 feet to a point; Thence South 89°02’52” West, 271.22 feet to a point; Thence North 45°57’08” West, 26.85 feet to a point; Thence North 44°02’52” East, 20.00 feet to a point; Thence South 45°57’08” East, 18.57 feet to a point; Thence North 89°02’52” East, 262.93 feet to the point of beginning of this description.

Said Easement contains 5,796 Square Feet (or 0.1331 Acres) of land, more or less.

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

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

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

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

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

- (1) The land will only be put to uses consistent with this easement such as lawn areas, driveways and small and easily movable structures that will not interfere with access to facility or its appurtenances, with the exception of item (3), below.
- (2) No obstruction of access to the facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.
- (3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches without the prior written approval of the Village Engineer of the Grantee.

In consideration of the foregoing grant of 20 foot Water Main Easement and the covenants herein contained, Grantor and Grantee agree that (i) Grantor, in and upon developing Grantor's Land, may freely install laterals and connections to and utilize all improvements installed by Grantor pursuant to this Easement (including the water systems of which they are part) in accordance with the Village of Germantown Code, (ii) from and after the acceptance of dedication of the Water Main to be installed in the easement granted hereunder. Grantee will indemnify and hold Grantor, including its members, officer, employees, successors and assigns, harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost and/or expense on account of injury to or death of any person or persons whomsoever in any way arising out of caused, connected with, or attributed to the Easement, this agreement or the rights herein granted, and Grantee, will defend by counsel satisfactory to Grantor any suit or action brought against same based on any alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys' fees connected therewith or resulting therefrom, and (iii) in connection with the hook-up by Grantor to the municipal water distribution system and the municipal sanitary sewer system, the Village of Germantown shall levy upon Grantor only charges of general applicability to and for utilization of Village of Germantown water main and sanitary sewer facilities and improvements; no special or unique, tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge, or any other charge not generally levied upon one connecting to the municipal water distribution system and sanitary sewer systems shall be assessed to or against Grantor or Grantor's land in connection, with such hook-ups.

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

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

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2019.

GERMANTOWN SCHOOL DISTRICT

By: Bob Soderberg
Title: School Board President

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2019 , the above named Bob Soderberg, School Board President, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____

VILLAGE OF GERMANTOWN ACCEPTANCE

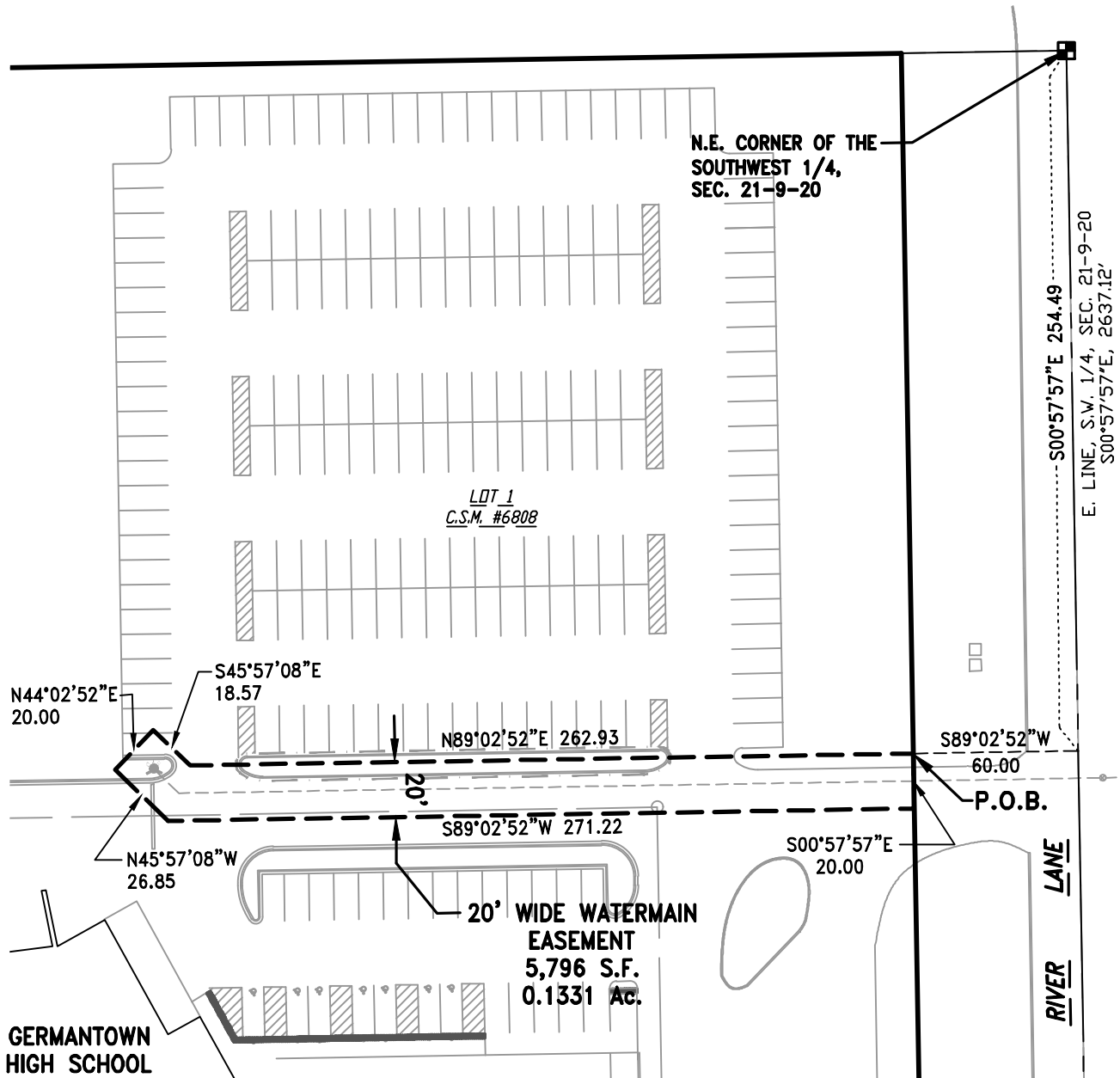
ACCEPTED BY The Village of Germantown on _____, 2019
Date

_____, 2019
Dean Wolter - Village President

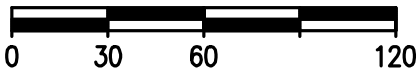
_____, 2019
Deanna Boldrey - Village Clerk

EXHIBIT "A"

20' WIDE WATERMAIN EASEMENT



NORTH
SCALE: 1"=60'



PREPARED BY:

TRIO ENGINEERING, LLC
12660 W. NORTH AVE., BLDG "D"
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481



THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATE: 02-05-19

Document Number	20' Water Main Easement
-----------------	-------------------------

This space reserved for recording data:

Return to: Village of Germantown
PO BOX 337
Germantown, WI 53022

This 20 foot Water Main Easement (the “Easement”) is made by and between GERMANTOWN SCHOOL DISTRICT (“Grantor”), and the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation (“Grantee”), as of the date signed by Grantor set forth below.

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Germantown, Washington County, Wisconsin (Grantee), an easement with the right, permission and authority to enter upon, construct, install, maintain, in, through, under, across, and upon the following described tract of land:

A 20 foot wide Watermain Easement located on, over and across Lot 1 of Certified Survey Map No. 6808, being located in a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast Corner of the said Southwest 1/4 Section; Thence South 89°02’59” West and along the North line of the said Southwest 1/4 Section, 1317.64 feet to a point; Thence South 01°56’16” East and along the West line of said Certified Survey Map No. 6808, 489.01 feet to the point of beginning of lands hereinafter described;

Thence North 88°03’44” East, 29.91 feet to a point; Thence South 85°22’51” East, 40.98 feet to a point; Thence South 45°21’25” East, 22.88 feet to a point; Thence North 64°57’04” East, 47.46 feet to a point; Thence North 76°57’01” East, 36.61 feet to a point; Thence North 89°02’51” East, 170.11 feet to a point; Thence South 00°57’09” East, 20.00 feet to a point; Thence South 89°02’51” West, 167.99 feet to a point; Thence South 76°57’01” West, 32.39 feet to a point; Thence South 64°57’04” West, 37.96 feet to a point; Thence South 45°21’25” East, 11.57 feet to a point; Thence North 56°08’44” East, 3.40 feet to a point; Thence South 33°51’16” East, 20.00 feet to a point; Thence South 56°08’44” West, 3.57 feet to a point; Thence South 21°13’02” East, 21.61 feet to a point; Thence South 04°11’51” East, 117.75 feet to a point; Thence South 47°49’43” East, 63.36 feet to a point; Thence South 87°42’54” East, 49.18 feet to a point; Thence North 88°48’16” East, 133.63 feet to a point; Thence North 57°49’06” East, 18.38 feet to a point; Thence South 32°10’54” East, 20.00 feet to a point; Thence South 57°49’06” West, 14.20 feet to a point; Thence South 11°47’40” East, 41.70 feet to a point; Thence North 89°22’37” East, 5.70 feet to a point; Thence South 00°37’23” East, 20.00 feet to a point; Thence South 89°22’37” West, 3.56 feet to a point; Thence South 07°07’05” East, 30.80 feet to a point; Thence South 48°39’57” East, 14.92 feet to a point; Thence North 89°53’39” East, 35.58 feet to a point; Thence South 82°45’25” East, 49.83 feet to a point; Thence South 74°52’56” East, 205.29 feet to a point; Thence South 15°07’04” West, 20.00 feet to a point; Thence North 74°52’56” West, 203.91 feet to a point; Thence North 82°45’25” West, 47.17 feet to a point; Thence South 89°53’39” West, 41.86 feet to a point; Thence North 48°39’57” West, 30.07 feet to a point; Thence North 07°07’05” West, 59.34 feet to a point; Thence North 11°47’40” West, 37.87 feet to a point; Thence South 88°48’16” West, 128.71 feet to a point; Thence North 87°42’54” West, 57.04 feet to a point; Thence North 47°49’43” West, 78.62 feet to a point; Thence North 04°11’51” West, 122.76 feet to a point; Thence North 21°13’02” West, 24.49 feet to a point; Thence North 45°21’25” West, 54.52 feet to a point; Thence North 85°22’51” West, 32.55 feet to a point; Thence South 88°03’44” West, 28.77 feet to a point; Thence North 01°56’16” West, 20.00 feet to the point of beginning of this description.

Said Easement contains 24,359 Square Feet (or 0.5592 Acres) of land, more or less.

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

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

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

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

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

- (1) The land will only be put to uses consistent with this easement such as lawn areas, driveways and small and easily movable structures that will not interfere with access to facility or its appurtenances, with the exception of item (3), below.
- (2) No obstruction of access to the facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.
- (3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches without the prior written approval of the Village Engineer of the Grantee.

In consideration of the foregoing grant of 20 foot Water Main Easement and the covenants herein contained, Grantor and Grantee agree that (i) Grantor, in and upon developing Grantor's Land, may freely install laterals and connections to and utilize all improvements installed by Grantor pursuant to this Easement (including the water systems of which they are part) in accordance with the Village of Germantown Code, (ii) from and after the acceptance of dedication of the Water Main to be installed in the easement granted hereunder. Grantee will indemnify and hold Grantor, including its members, officer, employees, successors and assigns, harmless from and against any and all claims, litigation, liability, loss, injury, damage, cost and/or expense on account of injury to or death of any person or persons whomsoever in any way arising out of caused, connected with, or attributed to the Easement, this agreement or the rights herein granted, and Grantee, will defend by counsel satisfactory to Grantor any suit or action brought against same based on any alleged injury, death, or damage and shall pay all damages, costs and expenses, including attorneys' fees connected therewith or resulting therefrom, and (iii) in connection with the hook-up by Grantor to the municipal water distribution system and the municipal sanitary sewer system, the Village of Germantown shall levy upon Grantor only charges of general applicability to and for utilization of Village of Germantown water main and sanitary sewer facilities and improvements; no special or unique, tax, special assessment, tap fee, connection charge, capitalization, recovery fee, reclamation charge, or any other charge not generally levied upon one connecting to the municipal water distribution system and sanitary sewer systems shall be assessed to or against Grantor or Grantor's land in connection, with such hook-ups.

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

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

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2019.

GERMANTOWN SCHOOL DISTRICT

By: Bob Soderberg
Title: School Board President

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2019 , the above named Bob Soderberg, School Board President, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____

VILLAGE OF GERMANTOWN ACCEPTANCE

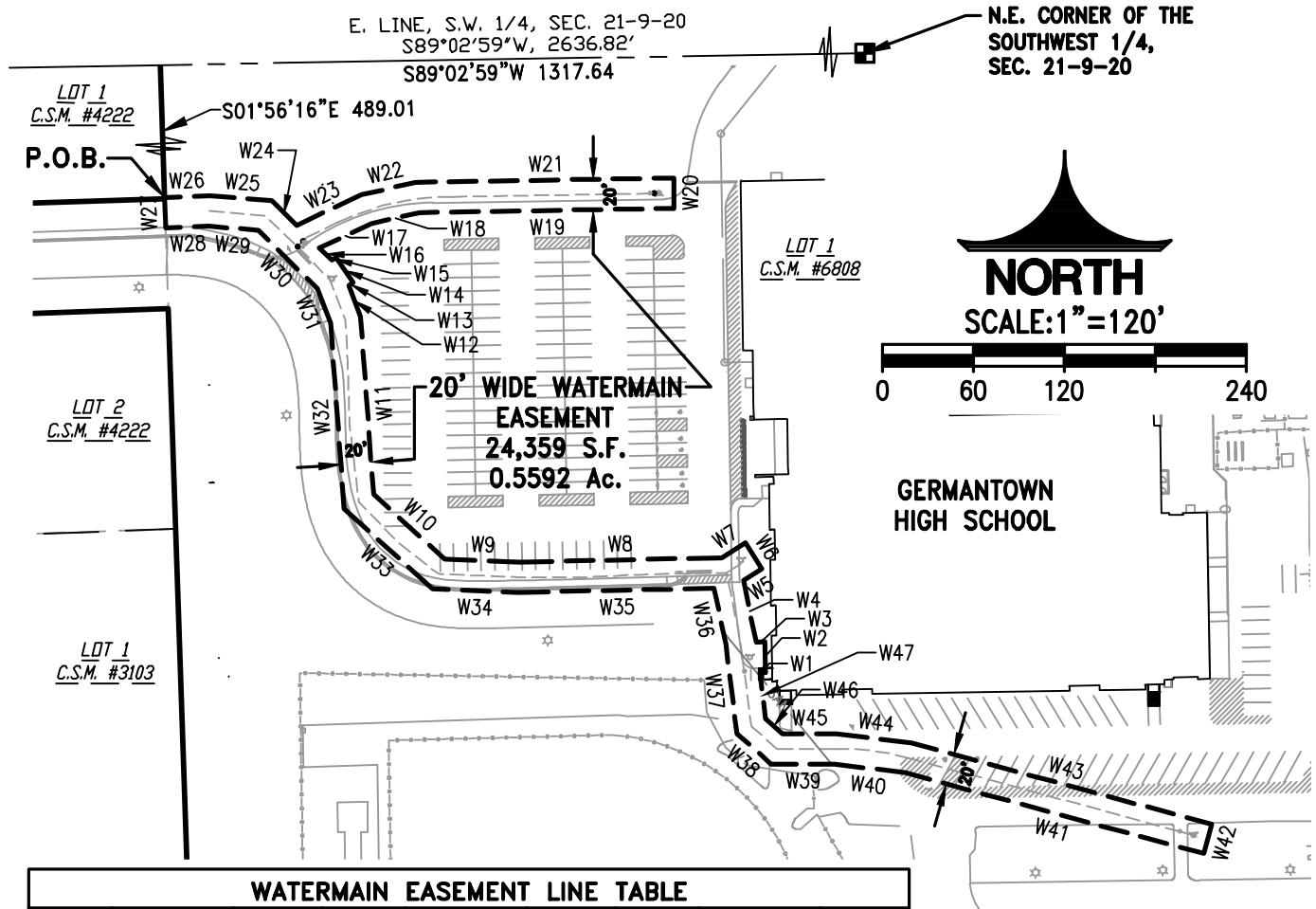
ACCEPTED BY The Village of Germantown on _____, 2019
Date

_____, 2019
Dean Wolter - Village President

_____, 2019
Deanna Boldrey - Village Clerk

EXHIBIT "A"

20' WIDE WATERMAIN EASEMENT



WATERMAIN EASEMENT LINE TABLE

NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
W1	S89°22'37"W	3.56'	W17	S64°57'04"W	37.96'	W33	N47°49'43"W	78.62'
W2	S0°37'23"E	20.00'	W18	S76°57'01"W	32.39'	W34	N87°42'54"W	57.04'
W3	N89°22'37"E	5.70'	W19	S89°02'51"W	167.99'	W35	S88°48'16"W	128.71'
W4	S11°47'40"E	41.70'	W20	S0°57'09"E	20.00'	W36	N11°47'40"W	37.87'
W5	S57°49'06"W	14.20'	W21	N89°02'51"E	170.11'	W37	N7°07'05"W	59.34'
W6	S32°10'54"E	20.00'	W22	N76°57'01"E	36.61'	W38	N48°39'57"W	30.07'
W7	N57°49'06"E	18.38'	W23	N64°57'04"E	47.46'	W39	S89°53'39"W	41.86'
W8	N88°48'16"E	133.63'	W24	S45°21'25"E	22.88'	W40	N82°45'25"W	47.17'
W9	S87°42'54"E	49.18'	W25	S85°22'51"E	40.98'	W41	N74°52'56"W	203.91'
W10	S47°49'43"E	63.36'	W26	N88°03'44"E	29.91'	W42	S15°07'04"W	20.00'
W11	S4°11'51"E	117.75'	W27	N1°56'16"W	20.00'	W43	S74°52'56"E	205.29'
W12	S21°13'02"E	21.61'	W28	S88°03'44"W	28.77'	W44	S82°45'25"E	49.83'
W13	S56°08'44"W	3.57'	W29	N85°22'51"W	32.55'	W45	N89°53'39"E	35.58'
W14	S33°51'16"E	20.00'	W30	N45°21'25"W	54.52'	W46	S48°39'57"E	14.92'
W15	N56°08'44"E	3.40'	W31	N21°13'02"W	24.49'	W47	S7°07'05"E	30.80'
W16	S45°21'25"E	11.57'	W32	N4°11'51"W	122.76'			

PREPARED BY:

TRIO ENGINEERING, LLC
12660 W. NORTH AVE., BLDG "D"
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481



THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATE: 02-05-19

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

MEETING DATE: March 5, 2019

AGENDA ITEM: New Business *E*

ITEM TITLE: Approve Easement for We-energies on Pressure
Booster/Reducing Station

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

SUMMARY EXPLANATION:

Do to the extremely tight schedule for the start up of the Pressure Booster/Reducing Station staff is brought this item to the Village Board on March 4, 2019 prior to the Public Works and Highway Committee. The Public Works and Highway Committee Chair and members have been notified of this unusual procedure.

The address for the Booster Station is "W204 N12333 Goldendale Road"

The Engineering Department has been working with We-energies to install the required electrical service to the Pressure Booster/Reducing Station on Goldendale Road. The requested easement size is 12' x 15' and will contain the transformer needed for the proposed building and equipment. We-energies has drafted the easement documents and the Village attorney has reviewed and approved the document. The easement documents are attached for review.

Staff is recommending the Public Works and Highway Committee approve the requested easement so that construction of the Booster Station can proceed to meet the April 1, 2019 start-up date.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER __X__

- Easement Document

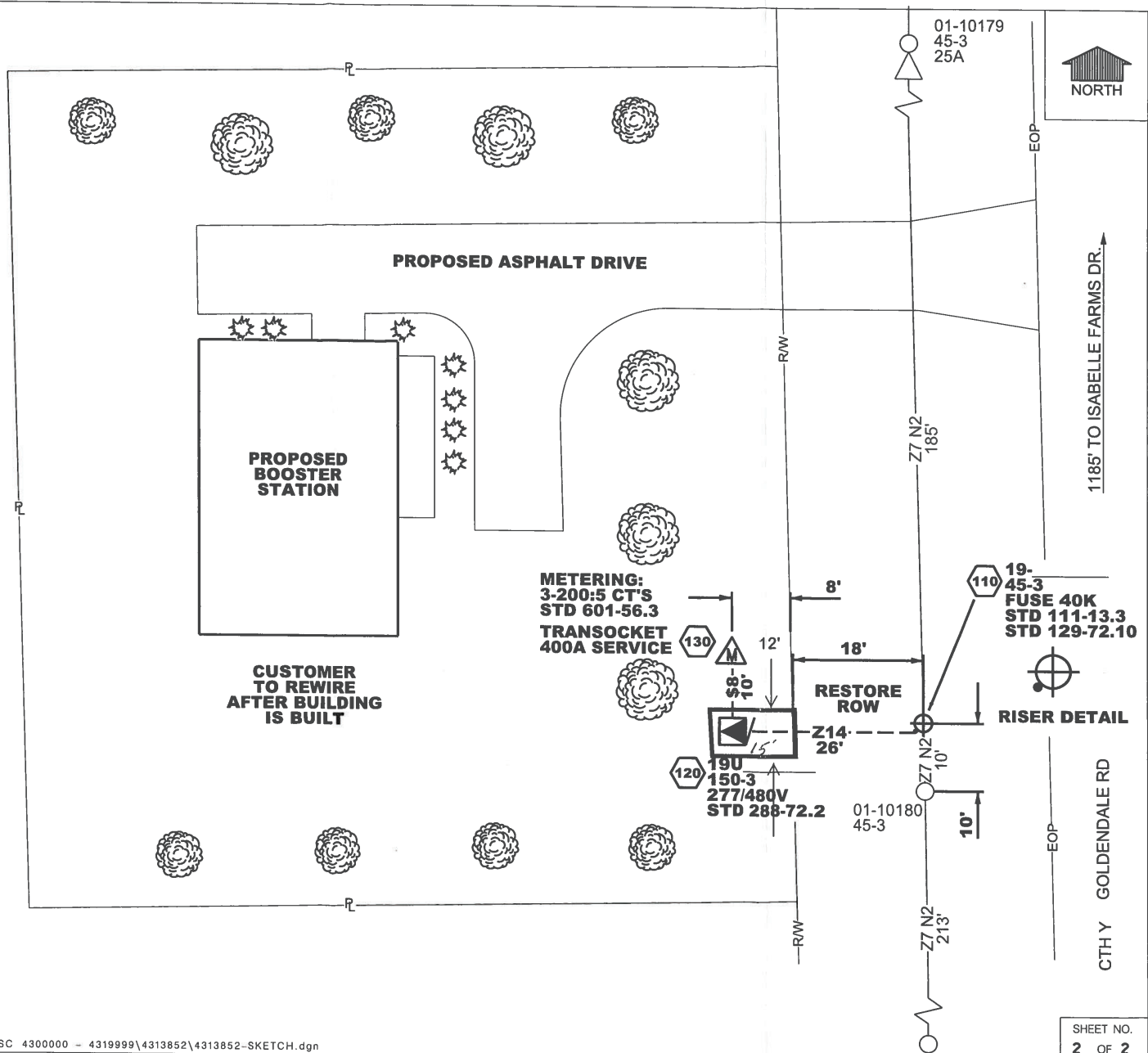
RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve granting the easement to We-energies for the purpose of bring electrical service to the booster station site.



TEMPORARY EXHIBIT A
NE and SE 1/4 S18, T9N, R20E
Easement = Strip of land 12 ' wide

WE ENERGIES EQUIPMENT ENERGIZED _Y_N
Customer EQUIPMENT ENERGIZED _Y_N EDC: _____
SWITCHED BY: _____ DATE/TIME: _____



**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4313852**

IO NO. **5472**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF GERMANTOWN**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land twelve (12) feet in width being a part of Grantor's premises described as **Lot 2 of Certified Survey Map No. 6878**, recorded in the office of the Register of Deeds for Washington County on **February 25, 2019** as **Document No. 1467495**, located in part of the **Northeast 1/4 and the Southeast 1/4 of Section 18, Township 9 North, Range 20 East**, in the Village of Germantown, Washington County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

VILLAGE OF GERMANTOWN

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____,
the above named _____, the _____
and _____, the _____
of the VILLAGE OF GERMANTOWN, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

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

MEETING DATE: March 5, 2019

AGENDA ITEM: New Business *F*

ITEM TITLE: Development Agreement – Wrenwood Subdivision

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

SUMMARY EXPLANATION:

Wrenwood Subdivision is a development consisting of One Hundred Forty (140) single-family residential Lots and 44 Condominium Units. The proposed development is located west of Country Aire Drive, north of Mequon Road and South of Freistadt Road. The public improvements included in this project are; public water main, public sanitary sewer, public sanitary sewage pump Station (lift station), force main, public sidewalk on Country Aire Drive, public streets, street lights and trees in roadway terrace.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Development Agreement for Wrenwood Subdivision.

RECOMMENDATION:

Staff is requesting the Public Works and Highway Committee forward with a positive recommendation to the Village Board to approve the Developer Agreement for Wrenwood Subdivision.

COMMITTEE ACTION:

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

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
WRENWOOD SUBDIVISION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the Village of Germantown (the “Village”), a Wisconsin municipal corporation, and Wrenwood, LLC (the “Developer”), a Wisconsin limited liability company.

WHEREAS, the Developer has certain lands within the Village under contract, said lands being more specifically described in Exhibit A (the “Property”), and upon which Developer plans to seek approval for a four-lot certified survey map shown generally in Exhibit B; and

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed residential subdivision (the “Development” or “Subdivision”) which will consist of a residential condominium component to be developed on Lot ____ of the Property and a single-family residential component to be developed on Lot ____ of the Property, which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

WHEREAS, Chapter 236 of the Wisconsin Statutes and Chapter 18 of the Germantown Municipal Code provide that, as a condition of approving the Subdivision, the Village Board may require that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the proposed Development, that necessary alterations to existing public utilities be made, and that the Developer provide a financial guarantee guaranteeing that the Developer will make and install, or have made and installed, those improvements 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, 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 the rules and regulations of governmental agencies with jurisdiction, and hence is willing to approve the Development provided the Developer proceed with the installation of the improvements in and as may be required for the Development, on the terms and conditions set forth in this Agreement.

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 SANITARY SEWERAGE SYSTEMS. Developer shall extend and install public sanitary sewer with privately owned lateral stubs extending to the edge of right-of-way to provide wastewater utility service to all lots within the Development. In addition, the Developer shall install a sanitary lift station and a force main to connect the lift station to the Village's gravity sewer system to be located at the intersection of Country Aire Drive and the newly constructed entry road for the Development, provided that the cost of the same is less than \$992,750. Any cost above \$992,750 shall be reimbursed by the Village. The Village shall, at its sole cost, be responsible to extend the gravity sewer system from its current termination point north along Country Aire Drive to this intersection, the construction of which shall proceed with the Village's best efforts to be completed by October 31, 2019.

Developer shall design (except for the lift station, which shall be designed by the Village) and submit to the Village Engineer for review and approval all proposed plans, specifications and contract documents for all sanitary sewerage system facilities before authorization for construction will be given. Design and installation shall conform to Milwaukee Metropolitan Sewerage District Ch. 2 Rule, § 18.08(7) of the Municipal Code, and § 5.0 ("Sanitary Sewer System Requirements") of the Village Design, Drafting & Construction Standards & Specifications. All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All sanitary sewer improvements that are to be transferred to the Wastewater Utility shall be contained within the Village right-of-way or a utility easement. The easement shall be dedicated to the Village through plat (provided that said plat also contains specific terms associated with the easement and not just a location) or an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources and Milwaukee Metropolitan Sewerage District sanitary sewer extension forms shall be prepared by Developer and provided to the Village Engineer. All sanitary sewer improvements that will be transferred to the Village shall be inspected by Wastewater Utility personnel prior to acceptance by the Public Works & Highway Committee. The Wastewater Utility may televise the sewer, create a punchlist of defects, and perform one follow-up televised inspection at no expense to Developer. Additional follow-up televised inspections shall occur at Developer expense.

Sanitary sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required due to surface disturbance for connection to the Village sanitary sewer shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee. Lateral ends shall be marked with green painted maple heart boards 2" x 4". A minimum of 6 feet of engineered fill shall be maintained over the pipe in all areas of installation.

1.03 WATER SUPPLY FACILITIES. Developer shall extend and install public water main with privately owned lateral stubs extending to the edge of right-of-way to provide potable water utility service to all lots within the Development.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities before authorization of construction will be given. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 6.0 "Water Distribution System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All water utility improvements that are to be transferred to the Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through plat (provided that said plat also contains specific terms associated with the easement and not just a location) or an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

Public utility permits shall be applied for by Developer and secured from the Village Engineering Dept. Wisconsin Department of Natural Resources water main extension forms shall be prepared by Developer and submitted to the Department of Natural Resources. All water supply improvements that will be transferred to the Village shall be inspected by Water Utility personnel prior to acceptance by the Public Works & Highway Committee.

Water main and lateral trenches in an existing roadway shall be aggregate slurry backfilled. Street resurfacing required due to surface disturbance for connection to the Village water supply system shall be inspected and approved by the Highway Superintendent prior to acceptance by the Public Works & Highway Committee. Lateral ends shall be marked with blue painted maple heart boards 2" x 4". A minimum of 6 feet of engineered fill shall be maintained over the pipe in all areas of installation.

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

installation shall conform to Sec. 18.08(11) of the Municipal Code. Public utility and/or work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Department. Private utility permits shall be applied for and secured from the Village Building Inspection Department.

1.05 GRADING, STREET SURFACING, CONCRETE CURB AND GUTTER, SIDEWALKS, AND TRAFFIC SIGNS AND STREET SIGNS. Developer shall grade the development's surface and install internal roads having an urban cross section for vehicular access to all lots within the Development. Developer shall install internal sidewalks to allow pedestrian access to all lots within the Development. Developer shall install permanent barricades at the end of dead-end roadways.

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

Final yard grades, building elevations and contours shall conform to a 0.25-foot tolerance as compared to the grading plan pursuant to Sec. 14.076 of the Municipal Code. Developer shall not export topsoil without permission from the Public Works & Highway Committee pursuant to Sec. 17.441 of the Municipal Code.

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

1.06 IMPROVEMENTS TO STREETS ABUTTING SUBDIVISION. Developer shall install an entrance intersection connecting the Subdivision's internal roads to Country Aire Drive, including acceleration lanes, deceleration lanes, and bypass lanes. Developer shall install a paved sidewalk/path along Country Aire Drive from the entrance to Friedenfeld Park south to connect to the existing sidewalk just north of the Mequon Road intersection.

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

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

Developer shall remain responsible for maintenance of all monument signs and boulevard islands.

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

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

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

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

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

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

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

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

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

1.09 LANDSCAPING. Developer shall provide permanent landscaping, including topsoil, seeding, trees and other vegetation, of all publicly owned rights of way and privately owned common areas within and abutting the Subdivision. Developer shall also provide temporary landscaping of privately owned lots to establish and maintain vegetative cover.

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

A minimum of 4" of topsoil (i.e., after settlement) free of deleterious materials shall cover all areas of the site not covered by impervious roofs and/or pavements. Section 17.441(4)(a) prohibits topsoil export without special exception by the Village Public Works & Highway Committee.

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

1.10 STREET TREES. Developer shall install street trees in roadway terraces spaced at one tree per 50 linear feet.

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

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

1.11 STREET LAMPS AND YARD LIGHTS. Developer shall install street lamps and yard lights within the Development.

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

1.12 SURVEY MONUMENTS. The Developer shall install survey monuments placed in accordance with Sections 18.02(4)(c) and 18.08(1) of the Municipal Code not later than one year (12 months) after the acceptance of this agreement.

1.13 RECREATION TRAIL. The Developer shall install an internal recreation trail throughout the Development, which trail will connect with the trail to be constructed on the remaining two lots of the Property when they are developed.

Developer shall design and submit to the Zoning Administrator for approval all proposed plans and specifications for the recreation trail before authorization for construction will be given.

ARTICLE II - CONSTRUCTION

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

upon between Developer and the Village after the commencement of work, Developer shall incorporate any such revision into Developer's plans, specifications and work.

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

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

2.02 BUILDING AND OCCUPANCY PERMITS. No building or occupancy permits shall be issued by the Village for any construction within the Subdivision until all roads, sidewalks, water main, sanitary sewer, storm sewer, and all other improvements required under this Agreement are installed, inspected by the Village Water Utility, Wastewater Utility, and/or Highway Dept., approved by the Village Engineer, the Village has received all record-drawings in accordance with 2.05 below, and have been accepted by the Public Works & Highway Committee.

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

- (1) Grading plans, including interim and final;
- (2) Erosion & sediment control plans, including interim and final;
- (3) Private utility plans and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (4) Public utility plans, profiles and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (5) Paving plans & profiles, including public roads, sidewalks, curb-and-gutter, Country Aire Drive entrance intersection, and Country Aire Drive sidewalk extension to Mequon Road;
- (6) Storm water management plan;
- (7) Landscape plans; and
- (8) Lighting plan.

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

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

2.05 RECORD DRAWING DOCUMENTS. Developer shall prepare and submit to the Village Engineer record-drawing documents in digital format (i.e., .dwg extension) of the public sanitary sewerage systems, public water supply facilities, and post-construction stormwater management and stormwater drainage facilities. 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. Record drawings shall be submitted by Developer before applying for a Village occupancy permit.

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 two consecutive bacteriological safe samples have satisfactorily pass and one pressure test has successfully passed. Developer or his Contractor shall flush the main and obtain the samples required for this testing under the supervision of the Village Engineering Dept. or Water Utility. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works & Highway Committee, ownership and control shall be turned over without reservation to the Village.

Any public roads to be installed shall not be accepted until a geologic compaction test is completed at regular intervals along the subgrade that shows compaction satisfactory to the Village Engineer and the final lift of asphalt has been installed. Upon completion of the public roads and acceptance of the system by the Village Public Works & Highway 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 Water Utility, Wastewater Utility, Highway Dept., and Engineering Dept., and a punch-list of corrections (if needed) shall be forwarded to Developer for completion prior to acceptance. Upon completion of corrective action, Developer shall inform the Village Engineer in writing and request acceptance by the Public Works & Highway Committee. Upon satisfaction of the conditions set forth in this Agreement, and upon written request by Developer, the Village shall accept the improvements (the "Final Acceptance"). The acceptance of the public improvements by the Public Works & Highway Committee shall commence running of the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

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

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

Water:	(\$832.00/Res. Unit)
Parks:	(\$736.00/Res. Unit)
Fire:	(\$171.00/Res. Unit)
Police:	(\$148.00/Res. Unit)
Library:	(\$281.00/Res. Unit)
Sewer Connection Fee:	(\$4,192.00/Res. Unit)

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

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

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

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

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

4.06 PREPAYMENT OF CERTAIN FEES. Developer, and/or a lot owner in the case of impact fees, shall pay the fees specified in Paragraphs 4.02, 4.03 and 4.05, as itemized in Exhibit C, prior to the issuance of any building permit for the 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. Approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high water mark of a navigable waterway or 25 feet from a wetland. If the Zoning Administrator suspects the presence of wetlands or navigable stream upon site inspection, an updated delineation will be required. Final delineation of wetlands and navigable streams shall be confirmed by the Southeastern Wisconsin Regional Planning Commission.

5.04 PHASES. Developer has represented that it will construct the public improvements 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 CONTINGENCY. This Agreement shall be contingent upon the Village entering into a satisfactory agreement with George Irwin (the owner of the remaining two lots of the Property) regarding the preservation of Lot ____ of the Property and payment for water main and sewer costs not part of this Agreement.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a financial guarantee (the "Financial Guarantee", which may be in the form of either a Letter of Credit or a Performance Bond at the option of the Developer), which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit C attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works & Highway Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement

work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works & Highway Committee, the surety 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 Financial Guarantee shall be approved by the Village Attorney prior to acceptance of the Financial Guarantee by the Village as satisfying Developer's obligation as provided in Section 6.01 above.

6.03 LIABILITY NOT RELEASED. The Financial Guarantee given hereunder is a security device only which in no manner limits 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. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke any and all occupancy or use permits, or to rescind any zoning granted in consideration of the proposed project. Compliance with this contract shall be deemed a condition of any such zoning, which shall revert to the original zoning classification upon action of the Village Board under authority of this provision. As an alternative thereto, and at the option of the Village the Village may impose a liquidated damage penalty in the amount of \$500.00 per diem as until such time as there shall be compliance. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

- (1) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage shall protect the Developer and all subcontractors retained by the Developer during construction and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Developer or by any subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person
	\$1,000,000 Per Occurrence
	\$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence
	\$500,000 Aggregate

- (2) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence

- (3) 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.
- (4) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the Village prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement. The Village shall be named as an additional insured on all such insurance coverage under (1), (2) and (3).

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION:
Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to the presence of toxic or hazardous material or substances present or suspected to be present in or on the real property dedicated or conveyed to the Village, pursuant to, or in connection with the platting/subdivision of Developer's Property as more specifically detailed in the terms of this Agreement. For purposes of this Agreement, "toxic or hazardous material or substances" is defined as any pollutant, contaminant, waste or toxic or hazardous chemicals, wastes or substances, including, without limitation, asbestos, urea formaldehyde insulation, petroleum, PCBs, lead, air pollutants, water pollutants, soil pollutants and other substances defined as hazardous or toxic or words of similar import under federal, state or local statute, rule, regulation or order of any government entity having jurisdiction over the control of such wastes or substances.

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

- (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 (6) 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, in the reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (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, 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 PLATTING REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code of the Village which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. This Agreement shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

9.02 APPROVAL TERMS. The approvals granted by the Village for the Developer, are conditioned upon the fact that the Developer's use is not tax-exempt and shall be subject to general property taxation; No tax-exempt use is authorized by the aforesaid approvals.

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

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

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

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Wrenwood, LLC.

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

- (1) ELEVATIONS. A requirement that the lot owner set the final yard grade, building elevations and contours subject to the approval of the Villages Building Inspector and Engineer prior to construction. The lot owner shall also ensure that the lot is graded in accordance with such approval.
- (2) YARD LIGHTS. A requirement that the lot owners install a front yard light that is in conformance with § 18.08(12) of the Municipal Code subject to the approval of the Village Engineer.
- (3) LANDSCAPING. A requirement that each individual lot owner is responsible for installing the minimum landscaping required under § 17.43(5) of the Municipal Code.
- (5) OWNER RESPONSIBILITY. A requirement that a Homeowner's Association is created comprised of all lot owners for purposes of assuming the perpetual maintenance of all privately owned storm water management basins, storm sewer, ditches, and swales required under Section 1.08 above, and, other privately owned improvements including the monument entrance sign(s) and commonly owned outlots and open spaces.
- (6) ENVIRONMENTAL. A requirement that the wetland and Primary Environmental Corridor (PEC) depicted on the subdivision plat is to be preserved and protected from development and any uses or activities that would damage or destroy the natural resource features, wildlife and associated habitat therein, including but not limited to, the unnecessary removal of trees or other vegetation, the use of motorized vehicles, recreational hunting, etc.
- (7) VILLAGE REMEDIES. The Village shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge Developer

for costs incurred and the right to enforce collection of such amounts in accordance with § 66.0627 of the Wisconsin Statutes.

9.11 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 as of the day and year first written above.

WRENWOOD, LLC

By: _____

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this ____ day of _____, 2019, the above-named, _____, to me known to be the person who executed the foregoing instrument and to me known to be such managing member of Wrenwood, LLC, 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

By _____
Deanna Braunschweig, Village Clerk
Per Village Board Approval: Dated _____

[illegible]

Personally came before me this ____ day of _____, 2019, the above-named, Dean M. Wolter, Village President, and Deanna Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

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

Approved as to form:

Brian C. Sajdak, Village Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

PROPOSED CSM FOR PROPERTY

EXHIBIT C
FINANCIALS

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

MEETING DATE: March 5, 2019

AGENDA ITEM: New Business **G**

ITEM TITLE: Village Labor & Equipment Rates - 2019

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

SUMMARY EXPLANATION:

As the Village may be requested for personnel or equipment to assist in a project, staff typically prepares a list of rates to be charged for labor and equipment. For 2019 staff is recommending a 2.5% rate increase for labor and a 3% rate increase for equipment.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

Proposed Labor and Equipment Rates for 2019.

RECOMMENDATION:

Staff recommends that the Public Works Committee forward on to the Village Board with a positive recommendation for approval.

COMMITTEE ACTION:

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

LABOR RATES -- 2019

VILLAGE OF GERMANTOWN

POSITION DESCRIPTION	Annual Hourly Rates		
	2017	2018	2019
Director of Public Works	\$73.65	\$75.12	\$77.00
Village Engineer	\$62.05	\$63.29	\$64.87
Project Engineer	\$53.45	\$54.52	\$55.88
Engineer Tech III / Land Surveyor	\$46.89	\$47.83	\$49.02
Land Surveyor/Survey Crew w/Robot	\$136.33	\$139.06	\$142.53
Highway Superintendent	\$53.13	\$54.19	\$55.55
Zoning Administrator/Planner	\$60.36	\$61.57	\$63.11
Civil Engineer	\$39.57	\$40.36	\$41.37
Record Drawing Documentation Preparation	\$47.06	\$48.00	\$49.20
Construction Inspection	\$47.06	\$48.00	\$49.20
Highway Maintenance Worker II	\$44.57	\$45.46	\$46.60
Highway Operators (Traffic Signals)	\$51.75	\$52.79	\$54.10
Water Superintendent	\$53.13	\$54.19	\$55.55
Waste Water Superintendent	\$53.13	\$54.19	\$55.55
Utility Operator	\$45.73	\$46.64	\$47.81
Clerical	\$36.05	\$36.77	\$37.69

NOTE: 2019 rates reflect a 2.5% increase to the 2018 wages.

EQUIPMENT RATES -- 2019

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2017	2018	2019
Cruz-Air	\$64.07	\$65.99	\$67.97
Case Backhoe & Loader	\$37.82	\$38.95	\$40.12
Michigan Loader	\$48.33	\$49.78	\$51.27
Case/John Deer Loader/Snow Plow	\$81.95	\$84.41	\$86.94
Case/John Deer Loader/Snow Blower	\$111.36	\$114.70	\$118.14
Single Axle Dump Truck (5yd)	\$34.67	\$35.71	\$36.78
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$55.68	\$57.35	\$59.07
Tandem Axle Dump Truck	\$46.23	\$47.62	\$49.05
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$68.29	\$70.34	\$72.45
Quad Axle Dump Truck		\$85.00	\$87.55
1-Ton Patrol Truck (2-3 yd)	\$26.27	\$27.06	\$27.87
1-Ton Truck w/Plow	\$32.57	\$33.55	\$34.55
Truck w/Water Jetter w/Aux. Power Unit	\$52.53	\$54.11	\$55.73
Aerial Lift Truck	\$65.14	\$67.09	\$69.11
3500- Truck w/ Utility Box & Crane			\$65.00
Pickup Truck	\$20.49	\$21.10	\$21.74
Pickup Truck w/Plow	\$29.42	\$30.30	\$31.21
Self Propelled Vibrating Roller	\$39.92	\$41.12	\$42.35
Self Propelled Non-Vibratory Roller	\$36.77	\$37.87	\$39.01
185 cfm Air Compressor (Portable)	\$29.42	\$30.30	\$31.21
Street Sweeper 40 Hp w/Front Mounted Broom	\$38.87	\$40.04	\$41.24
Vacuum Sweeper	\$86.15	\$88.73	\$91.40
Vac All	\$90.35	\$93.06	\$95.85
Sewer line Televising Truck	\$121.87	\$125.53	\$129.29
Combination Sewer Machine (pipe jetter & vac)	\$147.08	\$151.49	\$156.04
Mini Excavator	\$51.50	\$53.05	\$54.64
Skid Steer Loader w/Bucket	\$33.62	\$34.63	\$35.67
Skid Steer Loader w/Snow Blower/Broom	\$36.77	\$37.87	\$39.01
20" Enclosed Trailer			\$15.00
REX Valve Turner			\$83.00
10' Utility Trailer			\$12.00
Tar Kettle	\$35.72	\$36.79	\$37.90
Motorized Mower (24" & Under)	\$13.93	\$14.35	\$14.78
Motorized Mower (25"-47")	\$19.44	\$20.02	\$20.62
Motorized Mower (48" & larger)	\$22.59	\$23.27	\$23.97
Tractor w/Sickle or Flail Mower	\$48.33	\$49.78	\$51.27

Chain Saw	\$12.88	\$13.27	\$13.66
Hydraulic Saw	\$12.88	\$13.27	\$13.66
Hydraulic Pruner	\$12.88	\$13.27	\$13.66
Chipper	\$42.02	\$43.28	\$44.58
Generator (225 Kw)	\$59.88	\$61.68	\$63.53
Generator (Under 10 Kw)	\$26.27	\$27.06	\$27.87
Trailer Mounted Vacuum Excavator & Valve Turner	\$88.25	\$90.90	\$93.62
6 " Pump/Hose	\$32.57	\$33.55	\$34.55
4" Pump/Hose	\$27.32	\$28.14	\$28.98
3" Pump/Hose	\$22.59	\$23.27	\$23.97
Barricades-----DAILY COST	\$3.15	\$3.24	\$3.34
Traffic Control Signs-----DAILY COST	\$1.58	\$1.63	\$1.68
NOTE: 2019 rates reflect a 3% increase of 2018 rates			

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

MEETING DATE: March 5, 2019

AGENDA ITEM: New Business **H**

ITEM TITLE: GIS Core Services Contract with Ruekert & Mielke

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

SUMMARY EXPLANATION:

Each year the Department of Public Works looks to maintain the village's GIS database that houses a great deal of critical information including but not limited to hydrant and water valve locations, culverts, and sanitary manhole structure sizes and locations. The village's GIS information is stored on servers outside of the village and is accessed through software subscriptions and licenses maintained by Ruekert & Mielke. The Public Works Department is looking to have Ruekert & Mielke continue to provide GIS Core Services.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

Annual contract for GIS core services

RECOMMENDATION:

Staff recommends approval to pay Ruekert & Mielke \$10,625 for the 2019 annual GIS Core Services contract. The contract cost is to be divided equally between the Wastewater Utility, Water Utility, Highway Department and Engineering Department.

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: March 5, 2019

AGENDA ITEM: New Business I

ITEM TITLE: Department of Public Works Complex Feasibility Study

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

SUMMARY EXPLANATION:

The Department of Public Works Complex comprised of the Highway, Wastewater, Water and Parks Departments is potentially in need of significant facility upgrades. These upgrades may include improvements to existing buildings, new facilities, sewer and water connections, fueling station and/or fleet repair facilities.

Based on previous feedback from the Public Works Committee, staff has begun looking into a needs-assessment for the existing facilities. In order to better document the realistic facility resources required for each department, as well as Department of Public Works as a whole, staff has contracted to have a feasibility study completed by Venture Architects. The overall goal is to utilize the feasibility study to guide future decisions regarding the Public Works complex.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Venture's scope of services

RECOMMENDATION:

This item is for informational purposes. Staff will continue to keep the Public Works Committee apprised of Venture's progress.

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.