

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, May 20, 2019 7:00 p.m.

LOCATION: Germantown Village Hall Board Room

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT’S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST
COMMITTEE AND DEPARTMENT REPORTS:**
The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads.
- VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes)
- VII. **CONSENT AGENDA:**
- A. Approval of Minutes: May 6, 2019 Regular Village Board Meeting.
- B. Accounts payable/payroll
1. May 10, 2019 Accounts Payable \$ 827,818.50
2. May 12, 2019 Payroll (Hourly) \$ 227,812.75
3. May 15, 2019 Payroll (Salary) \$ 110,132.98
- C. Operator’s Licenses: Victoria Ahrens, Mark Brooks, Kristina Busniewski, Margaret Casey, Bridget DeLeon, Natali Espinoza, Ian Haynes, Nicholas Koeppler, Rae Koppelman, Tayla Lofton, Ruth Lunde, Pamela Martinez, Vickie Matt, Rebecca McCann, Tammy Menos, April Middleton, Claire O’Brien, Barbara Peters, Ray Maiorano, Gina Roadhouse, Cynthia Singsheim, Rebecca Ulick, Ashley Welnicke, [Recommended]
- The following items were forwarded from **Public Works** with a unanimous recommendation.
- D. Resolution 33-2019 Contract with Lanzo Trenchless Technologies North, Inc., for the Cured in Place pipe lining of inceptor sewer in an amount not to exceed \$2,512,425, which includes \$228,400 of contingency.

- E. Obtain Consulting Services to Assist Staff with the Private Property Infiltration / Inflow (PPI&I) program including but not limited to Preparing plans and Specifications and Bidding the Project in an amount not to exceed \$20,000.
 - F. Resolution 34-2019 Contract with R.A. Smith, for the Park Avenue Improvement Project in an amount not to exceed \$93,000.
 - G. Resolution 35-2019 Contract with GRaEF for Additional Modeling to the Stormwater Quality Management Plan, in an amount not to exceed \$15,750.
- The following items were forwarded from **Public Safety** with a unanimous recommendation.
- H. Police Department – Purchase Request for 2nd K-9 Unit.

VIII. OLD BUSINESS:

- A. None.

IX. PUBLIC HEARING:

- A. None.

X. NEW BUSINESS:

- A. Ehlers – Long Term Debt Plan.
- B. Resolution 36-2019, Resolution to Declare Official intent Under Reimbursement Bond Regulations.
- C. Resolution 37-2019, Resolution to contract with Wolverine Fireworks Display for July 4th Fireworks, in an amount not to exceed \$14,862.50, Kiwanis contributing \$7,431.
- D. Resolution 38-2019, Weidenbach Park Playground Equipment Purchase & Installation - Approval of Contract.
- E. Resolution 39-2019, Approving the Appointment of Interim Judge for the Mid-Moraine Municipal Court.
- F. Waive Sewer Connection Fee for the Proposed Precinct Restaurant and refund of \$2,048.64 of sewer connection Fee.
- G. Resolution 40-2019, Woodland Ponds Estates Development Agreement.

License Renewals: All premise license recommendations / approvals to be conditional upon completion of all documentation, compliance of all code violations/requirements and monies owed to the village paid prior to issuance of licenses in addition to any other conditions noted.

H. **RENEWALS: "Class B" Fermented Malt Beverage and Intoxicating Liquor Licenses:**

1. Aldo's Pizza & Pub, LLC, Dwayne Ketterer, Agent, 584 Jordan Circle, Colgate, d/b/a **Aldo's Pizza & Pub**, W156 N11058 Pilgrim Rd. Includes an outside dining area of approximately 30 feet in front of building to be open until 10:00 p.m.
2. Barley Pop Brew Haus, LLC, Deborah Reinbold, Agent, 1388 Parkview Dr, Hubertus, d/b/a **Barley Pop Pub & Restaurant**, N116 W16137 Main Street. Includes outside beer garden located on North Side of Building. During July 4 parade beginning at 11 am outside extension from east end of building to western end to sidewalk.
3. Blackstone Creek Golf Club Ltd., Troy D. Schmidt, Agent, N105 W14467 Wilson Circle, d/b/a **Blackstone Creek Golf Club**, N112 W17300 Mequon Road. Includes golf course property of 156 acres.
4. BSC Wisconsin LLC, Eric D Schroeder, Agent, 4619 W Bluemound Ct, Milwaukee, d/b/a **Big Sky Country**, W204 N11498 Goldendale Rd. Includes 8' x 55' outside patio on side open until 10:00 p.m.
5. Bubs on Main, LLC, Scott H. Pecor, Agent, 306 W. Ravine Baye, Bayside, d/b/a **Bubs Irish Pub**, N116 W16218 Main St. Bar and Banquet Hall.
6. Blazin Wings, Inc., Frank Arena, Agent, 14565 W Janice Place, New Berlin, d/b/a **Buffalo Wild Wings**, N96 W17990 County Line Rd. Includes attached patio with hours restricted between 10:00 p.m. and 8:00 a.m. (Reserve)
7. Maple Road, LLC, Boro Buzdum, Agent, 1804 Barton Ave., West Bend, d/b/a **Buzdum's Pub & Grill**, W188 N10515 Maple Rd. First Floor, Basement, and outdoor patio area.
8. ERJ Dining III, LLC, Paul S. Thompson, Agent, 7188 W Fox Haven Court, Franklin, WI 53132, d/b/a **Chili's Grill & Bar**, N96 W18640 County Line Rd. Dining and Bar Areas.
9. Eastern Kettle Moraine Moose Lodge 1238, Dan Walk, Agent, W211 N11863 Hilltop, d/b/a **E.K.M. Moose Lodge 1238**, W198 N10217 Appleton Ave., Germantown. (includes outside pavilion 22' x 20', and open area for Lodge picnics including buildings to be open until 10:00 p.m., 480' x 525' grounds area).
10. Florian Park, Inc., Ryan Rahl, Agent, 311 Preserve Way, Colgate, WI 53017, d/b/a **Florian Park Conference & Event Center**, N111 W18611 Mequon Rd, Germantown. Includes outside premise Willow Path, Willow Gardens, and Willow Point on south end of Willow Pond to be open until 10:00 p.m. and outdoor designated smoking area to the north of property.
11. KJ's Bar & Grill, Gerald Louis Wagner, Agent, N112 W21209 Mequon Rd., dba **KJ's Bar & Grill**, N112 W21209 Mequon Rd. Bar, Basement and 20x25 outside deck.
12. Germantown American Legion Post #1, Inc., James A. Heimann, Agent, 2584 Country Aire, Cedarburg, d/b/a **Germantown American Legion Post #1**, N120 W15932 Freistadt Rd. Hall, Bar, Lounge, Walk In Cooler.
13. JK GAM, LLC, Jon R. Gamroth, Agent, N104 W15303 Donges Bay Rd, d/b/a **Gamroth's Kuhburg Junction**, W140 N10385 Fond du Lac Ave. Bar Area, Liquor Room, and Office.
14. Northridge Automotive Enterprises, Inc., David L. Iverson, Agent, N166 W19523 Ravens Way, Jackson, d/b/a **Ivee's at Main**, W157 N11618 Fond du Lac Ave. Includes outside patio in front of building until 10:00 p.m.
15. Lone Star, LLC, Karen Ann Pritzlaff, Agent, W204 N11912 Goldendale Rd., d/b/a **Lone Star**, W204 N11912 Goldendale Rd. Includes horseshoe courts, path, outside fenced area to be open until 10:00 p.m., and outside front porch area.
16. Mama Mia's – Port, Inc. Jude Barbieri, Agent, 12205 Bonniwell Rd, Mequon, d/b/a **Mama Mia's**, N112W16344 Mequon Road. Restaurant, Bar, Liquor Closet, and Beer Cooler.

17. Marko's Pizza II Inc., Ken Ubert, Agent, 3943 Rosie Court, Colgate, d/b/a **Marko's Pizza II**, W156 N9664 Pilgrim Rd. First Floor Restaurant and Dining Area.
18. Metro Cigars, LLC, Jennifer Lynn Groh, Agent, 1671 Holy Hill Lane, Hubertus, d/b/a **Metro Cigars, LLC**, N102W19455 Willow Creek Way. 3,760 Sq Foot Building with 400 Sq Foot Outdoor Patio.
19. Old Town WI, LLC, Brian A. Meyer, Agent, N26 W30227 Maple Ave., d/b/a **Jerry's Old Town**, N116 W15841 Main Street. Building and includes outdoor deck open until 10:00 p.m.
20. The Precinct, Jodi Kazenbach, Agent, 709 S 2nd Ave, West Bend, **The Precinct**, W16N11629 Church Street, Germantown. Locked Basement, Bar Area, Dining Room, Outdoor Patio.
21. Robin L. Bird, LLC, Robin L. Bird, Agent, W188 N13367 Maple Rd, Richfield, d/b/a **Sports Corner Bar & Grill**, W187 N12793 Fond du Lac Avenue. Includes outside volleyball courts and smoking room to be open until 10:00 p.m.
22. **ST1X Golf Entertainment**, W164 N11271 Squire Dr., Agent, Robert Stafford 13985 N. Pine Bluff Rd., Mequon; Owners, Daniel Hughes and Ryan Hughes of N108 W6905 Berkshire St., Cedarburg. 4,300 Sq Foot Building, All Rooms, Including Storage, Office, Bar, Dining Area, Kitchen, Open Floor Plan.
23. Christine A. Brockman, W157 N11638 Fond du Lac Avenue, d/b/a **Tiny T's**, W157 N11638 Fond du Lac Avenue, Germantown, WI 53022. Bar, Basement, outside fenced in premise for 4th of July.
24. WI Bier Stube LLC, Brian A. Meyer, Agent, N26 W30227 Maple Ave., d/b/a **Von Rothenburg Bier Stube**, N116 W15863 Main Street. Main Building, Garage and includes outside fenced beer garden extended to parking lot open until 10:00 p.m.

I. Class "B" Fermented Malt Beverage and "Class C" Wine Licenses

1. Zhengren Zheng, N111 W16424 Esquire Ct., d/b/a **China Kitchen**, N112 W16560 Mequon Rd. Dining Room.
2. Hung Hao LLC, Hung D. Lu, Agent, N109 W12628 Coneflower Cir., d/b/a **Hung Hao Restaurant**, N112 W15800 Mequon Rd. Dining Room, Coolers, Storage Room.
3. MC Roadhouse LLC, Matthw Roadhouse, W160N10544 Old Farm Rd, **Swingtime**, W197N10340 Appleton Ave. Includes 12 acres of property, buildings and back room.

J. "Class B" (wine only) Winery License and Class "B" Fermented Malt Beverage

1. Apple Works Winery LLC, Kevin H. Behnke, Agent, W179 N12536 Fond Du Lac Ave., d/b/a **Apple Works Winery/Behnke Estates**, W179 N12536 Fond Du Lac Ave. (Includes an Outside Premise Extension which includes an outdoor patio area and tent.)

K. "Class A" Fermented Malt Beverage and Intoxicating Liquor Licenses

1. **Aldi Inc.**, Michelle Kind, Agent, 5230 State Rd. 167, Hubertus, d/b/a **Aldi #67**, N96 W18838 County Line Rd. Single Story Brick Bldg, Grocery Store.
2. Cost Plus, Inc., Heather Lazar, Agent, 443 E Dover St., Milwaukee, d/b/a **Cost Plus World Market**, N96 W18970 County Line Rd. Left rear of store and back stock room.
3. Colgate Gas, Inc., Didar Singh, Agent, W150 N7248 Paseo Lane, Menomonee Falls, d/b/a **County Line BP**, N96 W21962 County Line Rd.
4. Kwik Trip, Inc., Kimberly Kuecker, Agent, 320 N German St. Mayville, d/b/a **Kwik Trip #631**, W188 N10963 Maple Rd. Sales Floor and Behind Counter.
5. Ultra Mart Foods, LLC., Jared Beilke, Agent, N89W15640 Cleveland Ave, Menomonee Falls, Cedarburg, d/b/a **Pick 'n Save #6357**, N112 W16200 Mequon Rd. Includes exterior parking stalls designated for on-line grocery pick up.
6. B&B Inc of Milwaukee, Asif Vadsaria, Agent, W151 N11492 Potomac Cir., dba **Quick Pick Food Mart**, N128 W21760 Holy Hill Rd.

7. Sendik's Germantown LLC, Theodore Balistreri, Agent, 5566 N. Diversey Blvd., Whitefish Bay, d/b/a **Sendik's Food Market**, N112 W15800 Mequon Rd. Includes exterior parking stalls designated for on-line grocery pick up.
8. Speedway, LLC, Richard Eastham, Agent, 2958 S. 90th St, West Allis, d/b/a **Speedway #4465**, W178 N9653 Riversbend Lane.
9. Speedway, LLC, Dawn Reith, Agent, N75 W222586 Cherry Hill Rd., Sussex, d/b/a **Speedway #4495**, W164 N11233 Squire Dr.
10. Walgreen Co., Vickie Matt, Agent, 1411 Deer Trail Ct., Hubertus, d/b/a **Walgreens #05427**, W156 N11261 Pilgrim Rd.
11. Wal-Mart Stores East, LP, Kimberly Kuecker, Agent, 3115 Lilly Rd., Brookfield; d/b/a **Wal-Mart #1515**, W190 N9855 Appleton Ave. Includes outside parking lot specifically designated for on-line grocery pick up.
12. NSM Enterprises LLC, Naseem Abbas, Agent, N114 W15775 Sylvan Ct, #2, d/b/a Willow Creek BP, W201 N10451 Appleton Ave.

L. Meridian Germantown LLC / Wal-Mart Stores, Inc claim of excessive real estate tax. The Village Board may convene into closed session per Wis. Stats. §19.85(1)(g) for the purpose of conferring with Legal Counsel who is rendering advice concerning strategy to be adopted by the Village with respect to litigation in which it is involved or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate; and,

M. Resolution 41-2019, Village Board Support of Improvements to Public Works Facilities to Address Storm Water Pollution Prevention Requirements, DNR Notice of Violation. The Village Board may convene into closed session per Wis. Stats. §19.85(1)(g) for the purpose of conferring with Legal Counsel who is rendering advice concerning strategy to be adopted by the Village with respect to litigation in which it is involved or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, June 3, 2019 at 7:00 p.m.

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

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
May 6, 2019**

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Baum, Hughes, Kaminski, Miller, Myers, Warren, Wing and Zabel. Also present: Clerk Braunschweig, Attorney Sajdak, Director Ratayczak, Director Retzlaff, Director Schroeder, Manager Tucker, Associate Planner Zandt.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

No Report.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC

INTEREST/DEPARTMENT AND COMMITTEE REPORTS:

Trustees provided information on upcoming meeting dates and times.

Trustee Miller reminded everyone of the Mai Fest Celebration on May 17, 18, and 19th to be held at Freidenfeld Park.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:

None.

CONSENT AGENDA:

- A. Approval of Minutes: April 15, 2019, Regular Meeting.
- B. Accounts payable/payroll
 - 1. April 16, 2019 Payroll (Hourly) \$ 224,506.12
 - 2. April 25, 2019 Accounts Payable \$ 547,198.41
 - 3. April 30, 2019 Payroll (Salary) \$ 337,942.01
 - 4. April 30, 2019 Accounts Payable \$ 37,657.33
- C. Operator's Licenses: Naseem Abbas, Rebecca Anbu, Theresa Bach, Kody Bartel, Theron Beauregard, Erin Bird, Jeff Bird, Brian Boettcher, Jamie Brock, William Brockman IV, Angela Butula, Marie Chilicki, Jewelia Cook, Stephanie Cresci, Mellissa Czerwinski, Ann Davis, Jordan Doro, Susan Drexler, Lindsay Dulek, Richard Eastham, Denise Eineichner, Julie Friede, Jeffrey Frank, Shawn Frank, Dawn Fouché, Bobbi Jo Gabrielsen, Tracy Garza, Lisa Grad, Judith Greve, Amanda Greenwood, Steven Hankes, Kathryn Hanson, Susan Hanson, Sarah Harrison, Anita Hauner, James Heimann, Jeanine Isaacson, Jeffrey Jacobs, Bruce Javens, Susan Jesmok, Amy Keller, Jeetendra Khinot, Karen Klever, Kimberly Kohler, Ronald Kohls, Christine Konvalinka, Jan Krueger, Erik Lange, Paul McLeod, Kayla Mulhern, Jennifer Murray, Danielle Nowakowski, Ruth Numrich, William Numrich, Susan Oechsner, Javier Ortega, Valerie Palkowski, Suzanne Peyer, Kaitlin Pokorny, Ashley Rahl, Christopher Reason, Cedric Reed, Cheryl Rhoades, Kevin Riley, Matthew Roadhouse, Susan Roxbury, Heather Sanders, Wendy Sarwas, James Schramm, Steven Schwendtner, Eric Schroeder, Kaitlin Siebenlist, Caitlin Siesco, Heather Smith, Paresh Soni, Eileen Stroud, Carlton Tatreau, Michelle Thomas, Kimberly Tutas, Jessica Urban, Annette Vesper, Roberta VonAsten, Tyrus Welch, Michael Willavage, Jarriid Willoughby, Stephanie Wolf, Sandra Yang. [Recommendation Forthcoming.]

The following items were forwarded from **General Government and Finance** with a unanimous recommendation.

- D. Resolution 28-2019, Amendment to Schedule of Fees Regarding House Address / Fire Numbers and Erosion Control Permit Fees.
- E. Resolution 29-2019, Amendment to the Employee Policy and Procedure Manual, Amendment to the Family and Medical Leave Policy and the Addition of the Disability Accommodation Policy.

The following items were forwarded from **Public Safety** with a unanimous recommendation.

- F. Resolution 27-2019, Resolution Authorizing the Sale of Fermented Malt Beverages in Village Parks by Village Employees and Officers.

MOTION (BAUM/MYERS) to approve Consent Agenda Items A-F. Roll Call Vote Carried Unanimously.

OLD BUSINESS:

None.

PUBLIC HEARING:

MSTLC LLC, Agent for TLC Acres LLC and Matthew & Amy Seban, Property Owners – W210 N10738 Appleton Avenue. Conditional Use Permit to allow 1) the operation of a landscape services business, 2) retail sales of nursery products not raised on the property and 3) storage of commercial vehicles and equipment.

Director Retzlaff presented information on the Conditional Use Application for TLC Acres LLC and Matthew & Amy Seban, Property Owners – W210 N10738 Appleton Avenue. Conditional Use Permit to allow 1) the operation of a landscape services business, 2) retail sales of nursery products not raised on the property and 3) storage of commercial vehicles and equipment. The Plan Commission held a Public Hearing on April 8th and recommended approval with ten conditions. The site plan was shown. Hours of operation were reviewed. There will be a zoning change and a public hearing for the zoning change.

President Wolter read the Public Hearing Notice. The Public Hearing was opened at 7:19 p.m. Jerome Powell of Appleton Avenue came to the podium. He shared concerns of traffic and fill. President Wolter read Scott Reilly and William Pagelhorn's statements of support for the business. President Wolter closed the Public Hearing at 7:22 p.m.

Matthew & Michelle Stephan, Agents for Mark & Joann Stephan, Property Owner – 20 acres of vacant land located on Rockfield Road ½ mile west of Goldendale Road.

Rezoning application: A-1: Agricultural to A-2: Agricultural and Rs-1: Single-family Residential.

Director Retzlaff presented information on the Rezoning application: A-1: Agricultural to A-2: Agricultural and Rs-1: Single-family Residential for Matthew & Michelle Stephan, Agents for Mark & Joann Stephan, Property Owner – 20 acres of vacant land located on Rockfield Road ½ mile west of Goldendale Road. The Plan Commission held a Public Hearing on April 8th and recommended approval. The site location plan and CSM were shown. The sanitary sewer service map was shown. The zoning application was reviewed. The 2050 plan is not in place. Staff is recommending denial based on incompatibility with future development of surrounding area.

President Wolter Read the Public Hearing Notice. The Public Hearing was opened at 7:28 p.m.

Mark Stephen of Ash Drive, Jackson spoke in favor of he rezoning. He wants to build a home on that location.

President Wolter closed the Public Hearing at 7:30 p.m.

Quam Engineering LLC, Agent for Rick A Weissman (Weissman Automotive) Property Owner – W140 N10455 Fond du Lac Avenue/STH 145.

Conditional Use Permit to allow the operation of a motor vehicle service and body repair shop & **Rezoning application** from B-3: General Business & M-2: General Industrial to the B-5: Highway Business Zoning District.

Director Retzlaff presented information on the Application for a Conditional Use Permit to allow the operation of a motor vehicle service and body repair shop & Rezoning application from B-3: General Business & M-2: General Industrial to the B-5: Highway Business Zoning District. The Plan Commission held a Public Hearing on April 8th and recommended approval with five conditions.

President Wolter Read the Public Hearing Notice. The Public Hearing was opened at 7:35 p.m. No one spoke. President Wolter closed the Public Hearing at 7:36 p.m.

NEW BUSINESS:

Picnic License, Temporary Class “B” Fermented Malt Beverage and Wine for Deutschstadt Heritage Foundation Inc., MaiFest, May 17 – May 19, Freidenfeld Park, W140N11492 Country Aire Drive.

MOTION (Zabel/Myers) to Approve Picnic License, Temporary Class “B” Fermented Malt Beverage and Wine for Deutschstadt Heritage Foundation Inc., MaiFest, May 17 – May 19, Freidenfeld Park, W140N11492 Country Aire Drive. Motion carried unanimously.

Picnic License, Temporary Class “B” Fermented Malt Beverage and Wine for Faith Lutheran Church, Spaghetti Dinner, May 19, W172N11187 Division Road.

MOTION (Zabel/Myers) to Approve Picnic License, Temporary Class “B” Fermented Malt Beverage and Wine for Faith Lutheran Church, Spaghetti Dinner, May 19, W172N11187 Division Road. Motion carried unanimously.

Public Grant Program, Rainbows and Unicorn Fun Run, Germantown Scholarship Fund, Karen Anderson, Fun Run, Kinderberg Park \$130 Park Reservation Fee.

MOTION (Baum/Myers) to Approve Public Grant Program, Rainbows and Unicorn Fun Run, Germantown Scholarship Fund, Karen Anderson, Fun Run, Kinderberg Park \$130 Park Reservation Fee. Amendment Motion to Include Proper Insurance (Zabel/Myers). Amendment Motion carried. Motion as amended carried unanimously.

Conditional Use Permit to allow the operation of a landscape services business, retail sales of nursery products, and storage of commercial vehicles and equipment for MSTLC LLC, Agent for TLC Acres LLC and Matthew & Amy Seban, Property Owners – W210 N10738 Appleton Avenue.

MOTION (Baum/Kaminski) to Approve the Conditional Use Permit to allow the operation of a landscape services business, retail sales of nursery products, and storage of commercial vehicles and equipment for MSTLC LLC, Agent for TLC Acres LLC and Matthew & Amy Seban, Property Owners – W210 N10738 Appleton Avenue.

MOTION (Zabel/Baum) to Postpone the Conditional Use item to a future meeting to be taken up with the zoning. Motion to Postpone Carried Unanimously.

Ordinance 04-2019 to Rezone from the A-1: Agricultural to A-2: Agricultural and Rs-1: Single-family Residential and 2-Lot **Certified Survey Map** application (CSM) for Matthew & Michelle Stephan, Agents for Mark & Joann Stephan, Property Owners – 20 acres of vacant land located on Rockfield Road ½ mile west of Goldendale Road.

MOTION (Kaminski/Zabel) to Approve Ordinance 04-2019 to Rezone from the A-1: Agricultural to A-2: Agricultural and Rs-1: Single-family Residential and 2-Lot Certified Survey Map application (CSM) for Matthew & Michelle Stephan, Agents for Mark & Joann Stephan, Property Owners – 20 acres of vacant land located on Rockfield Road ½ mile west of Goldendale Road.

Discussion ensued of the Plan Commission meeting, property rights and the lack of a Village Plan for the area.

Director Retzlaff reported that if the Village Board will rezone and divide the property, a road reservation and utility easement would be needed. The road reservation would accommodate an extension to Gateway Crossing. The reservation would be 80 feet in width and located on the Western side of the new center property line. A 30 foot utility easement on the Northern side of the property is needed to accommodate future water and sewer extensions.

AMENDMENT MOTION (Baum/Kaminski) for 80 foot road reservation located on the Western side of the property and 30 foot utility easement on the north side of the property to accommodate future water and sewer extensions. The areas were shown on the map.

Wing commented to make sure the applicants were aware of the reservation and easement.

Joann Stephen came to the podium for clarification on the road reservation. The CSM map showing the division was reviewed. Attorney Sjadak described the road reservation that would be in the center of the property for the Village to install a road and there would not be compensation. Because the property owner came to the Village, the Village can request the reservation and easement.

MOTION (Wing/Myers) to divide the question. Motion carried to divide the question.

The Site Location and maps were reviewed.

The Road Reservation Motion failed.

Director Retzlaff clarified that if there is not a road reservation then there is not room for the utility easement.

AMENDMENT MOTION (Baum/Kaminski) for the 30 foot utility easement north south along property line. The temporary easement would be 40 foot for construction. This is in addition to the East West utility easement. Utilities would probably be on the Westerly Side.

Joann Stephen of Rockfield Road came to the podium for clarification. Attorney Sajdak clarified that the Village would not reimburse if there was installation of the utilities.

This is for possible future development.

Baum questioned if applicants would like the item postponed for the family to discuss.

Mark Stephen of Rockfield Road came to the podium. He questioned previous easements for the Village. Possible sanitary sewer extensions were shown as drawn by topography. The sanitary sewer service map was shown. The utilities will be 15 – 19 feet depth.

Amendment motion for the 30 foot utility easement on the North South along property line Carried, 5-4. Zabel, Myers, Miller, Warren Voted No.

Amendment motion on the Western Side of the property carried. Zabel voted no.

The Original Motion Carried Unanimously to Approve Ordinance 04-2019 to Rezone from the A-1: Agricultural to A-2: Agricultural and Rs-1: Single-family Residential and the Amended 2-Lot Certified Survey Map. Director Retzlaff clarified that the permanent easement is 30 feet in width and the temporary construction easement is an additional 40 feet.

Conditional Use Permit to allow the operation of a motor vehicle service and body repair shop, and **Ordinance 05-2019** to Rezone from the B-3: General Business & M-2: General Industrial to the B-5: Highway Business Zoning District for Rick A Weissman (Weissman Automotive), property owner-W140 N10455 Fond du Lac Avenue/STH 145.

MOTION (Myers/Baum) Conditional Use Permit to allow the operation of a motor vehicle service and body repair shop, and Ordinance 05-2019 to Rezone from the B-3: General Business & M-2: General Industrial to the B-5: Highway Business Zoning District for Rick A Weissman (Weissman Automotive), property owner-W140 N10455 Fond du Lac Avenue/STH 145. Motion carried unanimously.

Resolution 32-2019, Ellaretee LLC Development Agreement.

MOTION (Myers/Baum) to approve Resolution 32-2019, Ellaretee LLC Development Agreement. Zabel questioned if TIF 8 plan needs to be amended. Attorney Sajdak reported that this would include extension of sewer and water. TIF 8 plan does not need to be amended. The Village has not done the complete borrowing on the TIF. Director Ratayczak commented that there will be additional borrowing for the extension of sewer and water. This will be discussed at a future meeting. Roll Call Vote carried. Baum and Zabel voted no.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:35 p.m.

The next regular meeting of the Village Board will be on Monday, May 6, 2019 at 7:00 p.m.

Respectfully Submitted,
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 33-2019

**CONTRACT WITH LANZO TRENCHLESS TECHNOLOGIES NORTH, INC. FOR THE
CURED IN PLACE PIPE LINING OF INCEPTOR SEWER IN AN AMOUNT NOT TO
EXCEED \$2,512,425, WHICH INCLUDES \$228,400 CONTINGENCY**

WHEREAS, the Village of Germantown will contract for Cured in Place Pipe lining in 48 Inch Sanitary Sewer Inceptor. This is a continuation of the pipe lining project; and,

WHEREAS, proposals were received from six different contractors for the project; and,

WHEREAS, the Public Works Committee met on May 8, 2019 and recommended authorization to contract with Lanzo Trenchless Technologies North, Inc., in the amount not to exceed \$2,512,425, which includes \$228,400 Contingency; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve contracting with Lanzo Trenchless Technologies North, Inc., in the amount not to exceed \$2,512,425, which includes \$228,400 Contingency.

Introduced by: _____

Adopted: May 20, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: May 8, 2019

AGENDA ITEM: New Business

ITEM TITLE: Cured In-Place Pipe Lining-Award

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

SUMMARY EXPLANATION:

Staff advertised and received six (6) proposals for the construction of the Cured-in-Place pipe lining of another segment of the 48-inch interceptor sewer. This is a continuation of the pipe lining project which, at its completion, is intended to line the entire 48" sanitary interceptor sewer. The project is performed on two (2) year intervals. The project is paid for by funds from the Waste Water Utility.

The six (6) proposals where received from:

- | | |
|---|------------------|
| 1) Lanzo Trenchless Technologies North, Inc | = \$2,284,025.00 |
| 2) Visu-Sewer, Inc | = \$2,339,180.00 |
| 3) Insituform, Inc | = \$2,476,419.40 |
| 4) SAK Construction | = \$2,677,865.00 |
| 5) Michel's, Corp | = \$2,710,160.00 |
| 6) Lametti & Sons, Inc. | = \$4,326,535.00 |

All bidding contractors where reviewed resulting with the determination that all could perform the work required to complete this project. Staff recommends awarding the bid to Lanzo Trenchless Technologies North, Inc in the amount of \$2,284,025.00.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER XX

- Bid Summary

RECOMMENDATION:

Staff recommends Public Works and Highway Committee approve awarding the project to Lanzo Technologies North, Inc in the amount of \$2,284,025.00 plus a contingency of 10% or \$228,400.00 for a total approved project amount of \$2,512,425.00 and forward with a positive recommendation for award to Village Board.

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

MEETING DATE: May 8, 2019

AGENDA ITEM: New Business

ITEM TITLE: Private Property Infiltration/Inflow (PPI&I)

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



SUMMARY EXPLANATION:

Using funding from the Milwaukee Metropolitan Sewerage District's (MMSD) Private Property Infiltration and Inflow (PPI/I) Reduction program, the Village of Germantown had a contractor televise the wastewater system in the Glenwood Park and Hickory Hills neighborhoods in April 2011. The PPI/I program, which is overseen by MMSD, is intended to reduce the amount of groundwater and surface water (infiltration and inflow) that enters the sanitary sewer system to reduce the potential for future sanitary sewer backups. The PPI/I program involves inspection of private property to better understand factors that contribute to sewer backups in Germantown and improvements of select properties to reduce the amount of water entering the sanitary sewer. Through the Village's PPI/I Program, both services are provided at no out-of-pocket cost to the property owner.

The need for assistance in preparing plans and specifications according to MMSD's requirements has become apparent. Therefore, staff are requesting funds in an amount not to exceed \$20,000 be allocated to obtain professional services for the purpose of assisting the Village with PPI/I efforts. Preparing plans and specifications, along with formally bidding the project, will be a significant component of the consulting services provided to the Village.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER

RECOMMENDATION:

Staff recommends authorizing up to \$20,000 in Wastewater Utility funds to obtain consulting services for the purpose of assisting Germantown staff with the PPI/I Program. The work will include but not be limited to preparing plans and specifications, as well as bidding the project.

COMMITTEE ACTION:

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

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 34-2019

**CONTRACT WITH RA SMITH FOR THE PARK AVENUE IMPROVEMENT PROJECT
IN AN AMOUNT NOT TO EXCEED \$93,000**

WHEREAS, the Village of Germantown will contract for construction inspection services for the Park Avenue Improvement Project. This contract is needed due to the inspection services needed for TID #8 Goldendale Road and Holy Hill Road expansion; and,

WHEREAS, the Public Works Committee met on May 8, 2019 and recommended authorization to contract with RA Smith for Construction Inspection Services as related to the Park Avenue Improvement Project in an amount not to exceed \$93,000; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve contracting with RA Smith for Construction Inspection Services as related to the Park Avenue Improvement Project in an amount not to exceed \$93,000.

Introduced by: _____

Adopted: May 20, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: May 8, 2019

AGENDA ITEM: New Business

ITEM TITLE: Discussion and possible action regarding Construction Inspection Services
for the Park Avenue Improvement Project #1801

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

SUMMARY EXPLANATION:

With the expansion of utilities related to Germantown's TID #8, it has become apparent that the Engineering Department's capacity to provide construction inspection services throughout the Village in 2019 is limited. There is currently one Construction Inspector on staff, and that position is allocated to full time inspection services for utilities and roads being constructed in the Goldendale Road and Holy Hill Road area.

The full reconstruction of Park Avenue, along with the 2019 Road Program, has also necessitated reviewing how inspection services will be provided for these projects. Engineering staff have determined they will coordinate staff efforts to provide in-house construction inspection services for TID # 8 and the 2019 Road Program. However, construction inspection services are required for the Park Avenue Improvement Project. Therefore, a request for construction inspection services was sent to RA Smith. RA Smith has provided a Proposal for Professional Services. The proposal includes providing a highly qualified inspector, with whom both the Director of Public Works and Village Engineer have had excellent experiences.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

RECOMMENDATION:

Staff recommends that the Public Works and Highway Committee and Village Board approve awarding Construction Inspection Services for the Park Avenue Improvement Project to RA Smith. The estimated cost for Construction Inspection Services is \$93,000 and is based on hourly rates included in the attached proposal. The cost will be divided between the Water Utility, Wastewater Utility and General Capital borrowing.

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.

April 29, 2019

Mr. Eric Nitschke, P.E.
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0334

Re: Proposal for Professional Services
Park Avenue Utility and Roadway Reconstruction Project

Dear Mr. Nitschke:

Thank you for this opportunity to provide a quotation for professional construction services. The contents of this proposal letter spell out the Scope of Services to be provided, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

I. PROJECT NAME:

Park Avenue Utility and Roadway Reconstruction Project

II. DESCRIPTION OF SERVICES TO BE PERFORMED:

Services performed by R. A. Smith, Inc. shall include but not be limited to:

- Construction services site representation on behalf of the Village of Germantown for all public infrastructure and grading related to this project.
- Construction Management for the project including preconstruction meetings, submittal reviews, pay request review, progress meetings, review, and project close out documentation.
- Daily construction observation on behalf of the Village for utility work and road work.
- Document daily project activities and quantities presented in electronic pdf format to Village staff.
- Erosion control condition review and reporting.
- Create construction record drawings per Village standards.
- Act as the liaison between the Village of Germantown and the contractor.

III. COMPLETION SCHEDULE:

Work is anticipated to begin on June 3, 2019. Site activities will be completed by September 20, 2019.



Mr. Eric Nitschke, P.E.
Village Engineer
Page 2 / April 29, 2019

IV. PROFESSIONAL FEES:

The above-described services will be provided on an hourly and expense basis. Fees will be invoiced monthly as the project proceeds. The primary representative on site full time during the project shall be a Senior Construction Technician, supplied at a rate of \$100 per hour, for activities detailed above. A Construction Manager will supply quantity review and recommend payment at a rate of \$150 per hour.

With the work effort for the Senior Construction Technician estimated to be 50 hours per week starting on June 3, 2019, and field work concluding on September 20, 2019, the estimated cost is \$80,000.

The Senior Construction Technician or the Construction Manager will:

- A. Attend the Public Informational Meeting.
- B. Set up, facilitate, prepare and distribute minutes for the preconstruction conference.
- C. Perform and track material submittal reviews.
- D. Set up IRA tracking, electronic reporting system and contractor's pay estimate system.
- E. Prepare project punch lists.
- F. Complete project record drawings to governing standards.

Estimated cost for the above is \$13,000.

Total project estimated cost is \$93,000.

Usual and customary expenses such as mileage, postage, delivery, and applicable taxes will be itemized and presented in the monthly invoice.

V. ASSUMPTIONS AND CONDITIONS:

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal.
- B. The hourly rates shown on the Professional Fees Rate Schedule are subject to change on an annual basis.

The attached Standard General Contract Terms for Professional Services are hereby made part of this Agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith, Inc. to proceed please sign in duplicate and return one original to our office. We look forward to a very successful project!

Sincerely,
R.A. Smith, Inc.

Patrick T. Zimmer, P.E.
Director of Construction Services

Enclosures



STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the CLIENT. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.

3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.

4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.

6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the CLIENT fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.

7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.

8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CLIENT. Any alterations to or tampering with the files shall constitute the agreement of the CLIENT to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said CLIENT and third parties.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1½% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by CLIENT.

The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings. PROFESSIONAL shall have the sole and exclusive right to choose the mediator. Any fees and/or expenses charged by the mediator shall be shared equally between PROFESSIONAL and CLIENT.

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

R.A. Smith, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005-5938
Patrick T. Zimmer, P.E.
Director of Construction Services

PROFESSIONAL

By: Patrick T. Zimmer
Date: April 29, 2019

PROJECT: Park Avenue Utility and Roadway Reconstruction Project

The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.

Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022-0334

CLIENT

By: _____

CLIENT and R.A. Smith, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice to proceed.

Printed Name: _____

Title: _____ Date: _____

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**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 35-2019

**CONTRACT WITH GRAEF FOR ADDITIONAL MODELING TO THE
STORMWATER QUALITY MANAGEMENT PLAN
IN AN AMOUNT NOT TO EXCEED \$15,750**

WHEREAS, the Village of Germantown applied for an Urban Non-Point Source Water Pollution Abatement and Stormwater Management Grant with the WDNR and was awarded \$60,000 with a cost sharing percentage of 49.8%; and,

WHEREAS, the Village completed stormwater pollution modeling analysis in 2008; and,

WHEREAS, work has been completed by Germantown Staff, GRaEF, and Ruekert & Mielke. It is now known that additional modeling of ponds needs to be done to complete the Stormwater Quality Management Plan; and,

WHEREAS, the Public Works Committee recommends the increase with GRaEF in an amount not to exceed \$15,750 for the services as proposed; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the increase with GRaEF in an amount not to exceed \$15,750 for the services as proposed.

Introduced by: _____

Adopted: May 20, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: May 8, 2019

AGENDA ITEM: New Business

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

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



SUMMARY EXPLANATION:

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

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

Following Public Works & Highway Committee and Village Board approval in 2018, work was initiated by both Germantown staff, Graef and Ruekert & Mielke. Work included engaging WisDNR, finalizing the contract, and beginning the effort to collect Village files needed for the modeling effort. We learned from WisDNR that the Department will need to review and approve the entire contract prior to signing off on it. Once Germantown approves the contract, it will be sent to WisDNR for their final approval.

It was also determined that the WinSLAMM modeling efforts require modeling 64 ponds rather than the 49 stormwater ponds originally identified in AECOM's grant proposal. The additional modeling necessitates increasing the approved fee schedule from \$120,500 to \$136,250. The Village currently has budgeted \$98,000 for MS4 program evaluation and improvements. The proposed scope of work, which includes modeling 64 ponds, amounts to \$136,250. The WisDNR Non-Point Source Grant is set at \$60,000. Therefore, it is anticipated that the Village would ultimately expend \$76,250 to complete the proposed Stormwater Quality Management Plan update.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_X

GRAEF-USA and Ruekert & Mielke Stormwater Quality Management Plan Update-Scope of Services

RECOMMENDATION:

Staff recommends that the Public Works and Highway Committee and Village Board award an increase to the original Stormwater Quality Management Plan Update with GRAEF in the amount of \$15,750 for services as proposed. This increase will reflect the additional modeling, as well as will bring the overall contract amount to \$136,250.

COMMITTEE ACTION:

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

**Village of Germantown: Stormwater Quality Management Plan Update
Urban Nonpoint Source Grant**

**Attachment A
Scope of Services**

Below are the scope of services as included in the Urban Non-Point Source Planning Grant application. Please note: all deliverables will be developed according to all applicable DNR guidance.

Task 1 Project Management

Consultant will provide oversight to manage the budget, schedule, and grant reimbursement requirements for this project. Included in this task is oversight, review, and quality control of deliverables including those of all subconsultants. This task also includes monthly invoicing, and monthly progress reports by phone or email.

Deliverable: grant reimbursement forms, documentation of quality control.

Task 2 Establish TMDL No-Controls Load Using Most Recent WDNR Guidance

The data used for the TMDL analysis is somewhat different than the data used for the original WDNR MS4 permit analysis. The TMDL analysis will follow the WDNR document *TMDL Guidance for MS4 Permits: Planning, Implementation, and Modeling Guidance*.

Consultant will incorporate or update the following GIS coverages as needed for use in the TMDL analysis:

- Urbanized Area
- Excluded Areas
 - Undeveloped/Agricultural lands
 - Industrial permitted lands
 - Riparian lands
 - County/State right-of-way areas within the municipal boundary Land use
- Land Use
- Soils
- Municipal boundary
- Watershed/reachshed boundaries

Assumption: the Village will provide files in a GIS format.

2.1 Excluded Areas

Review and update required and optional excluded areas to align with the current guidance document.

2.2 Land Use

Utilize/update current land use mapping.

2.3 Municipal Boundary

Utilize/update the municipal boundary.

2.4 Soils

Utilize USGS Soil Survey data.

2.5 Update Watershed Boundaries

Review the watershed boundaries used in the prior study based on current storm sewer system mapping and municipal limits. Consultant will then group the boundaries into reachsheds that align with the TMDL analysis.

2.6 Calculate TMDL No-Controls Load

The TMDL no-controls load for each TMDL reachshed will be calculated using data developed in Tasks 1.1 through 1.5.

Deliverable: WinSLAMM input and output files

Task 3 Grass Swale Infiltration Testing

Consultant will conduct the following subtasks to analyze the pollution reduction achieved by the Village's existing grass swales.

3.1 Conduct Infiltration Testing of Existing Swales

The model will be updated to reflect the Village's current swale drainage area. A relatively conservative infiltration rate of 0.04 inches per hour was assumed for the swales in the Village in the 2008 report. The Consultant will conduct field infiltration testing of the existing grass swales. The purpose of the testing will be to determine the swale infiltration rate that will be used in the WinSLAMM model. Experience has shown that the field measured rates are higher than the published values in Technical Standard 1002.

Consultant shall test existing grass swales using the methodology described in *Process to Assess and Model Grass Swales for ss. NR151.13(2) and NR 216.07(6), Wis. Adm. Code – Total Suspended Solids Reduction*, November 2010. The results of the testing will be submitted to Wisconsin DNR for review and concurrence.

3.2 Update Grass Swale Performance

Once the Village receives the WDNR approval of measured infiltration rates from the subtask 2.1, the infiltration rates will incorporate into the WinSLAMM model and re-calculate the pollution control effectiveness of the existing swales using the field test infiltration results.

Deliverable: Memorandum documenting the results of the field test.

Task 4 Establish TMDL “with controls” Loads

Consultant will conduct the following subtasks to analyze the pollution reduction achieved by the Village’s existing storm water control practices.

4.1 Update Street Cleaning

The model will be updated to reflect the Village’s current street cleaning practices, schedule, and equipment.

4.2 Update Catch Basins

From review of GIS data and discussion with Village staff the extent of catch basins throughout the Village was not readily available in the 2008 analysis, therefore, was not included. Since 2008 improvements to the GIS data has been made, therefore, the catch basins with sumps will be added to the modeling.

4.3 Evaluate Existing Structural Best Management Practice (BMP) Performance

Village Owned

The 2008 Plan accounted for eight of the nine owned wet detention facilities, all but one is maintained directly by the Village. Individual models were developed for three of the Village owned wet detention facilities. The remaining five, were given an estimate treatment efficiency by comparing the actual permanent pool surface area to the required permanent pool surface area based on tributary land use and the WNDR Wet Detention Pond Standard 1001.

Consultant will review existing structural BMPs. It is assumed that 5 prior analyzed BMPs may require further evaluation (modeling or pollutant load estimation) if no prior data is available for use

Private BMPs

The 2008 Plan accounted for 64 privately owned wet detention ponds associated with lands subject to the existing conditions requirement of this study. One privately owned pond was analyzed with an individual model, the remaining 48 were given an estimate based on the permanent pool size. Consultant will review the existing private structural BMPs. It is assumed that BMP effectiveness will either come from individual site plans (to be provided by the Village) or prior modeling. It is assumed that 3-5 prior analyzed BMPs may require further evaluation (modeling or pollutant load estimation) if no prior data is available for use.

4.4 Summarize Results

Consultant will model annual loadings of storm water pollutants for Particulate Solids (TSS) and Total Phosphorus (TP) using WinSLAMM for the Village’s existing storm water control practices. Results will be provided in both tabular and graphical formats.

Deliverable: WinSLAMM input and output files; summary table of results; summary map of results

Task 5 Evaluate Proposed Storm Water Control Practices for MS4 Permit

From prior studies, it is anticipated that the Village has exceeded the current 20% TSS reduction goal but it is assumed that additional BMPs will be required to move towards compliance with the pending TMDL WLAs. This task provides for a review of previously identified and new potential BMPs to further reduce storm water runoff pollutants.

5.1 Proposed Storm Water Control Practice Evaluation

A total of 9 potential BMPs were identified for further consideration in 2008. Consultant will update the evaluation of the sites with the Village for consideration.

Consultant will also review with the Village's other potential opportunities for pollutant reductions that were not discussed previously.

The evaluation will include additional information available from existing public files including: wetland information, depth of storm sewer entering/exiting the proposed location, size of proposed storm water control practice and land availability. Consultant will use data that is readily available (such as the WDNR Surface Water Data Viewer or the Village's GIS information). Consultant will not conduct field investigations (such as soil borings or wetland delineations) for this evaluation.

This scope assumes no more than 20 sites will be evaluated as potential locations for storm water control practices.

Other potential practices may be considered such as enhanced street cleaning, leaf collection strategies, redevelopment, and others.

5.2 Develop TSS and TP Removal for Proposed Storm Water Control Practices

Consultant will update the TSS and TP for the potential storm water control practices identified in Task 3.1.

This scope assumes no more than 12 sites will ultimately be modeled for their proposed TSS and TP reductions. Other pollutant removal effectiveness values for site specific or broader practices will be estimated based on supplemental information/research sources and engineering judgement.

5.3 Develop Storm Water Control Practice Cost Estimates and Identify Funding Mechanisms

Consultant will develop planning level cost estimates for the proposed storm water control practices. The cost estimates will be developed with information from recent bid tabs for other storm water quality projects within the Village and surrounding area or other sources. The cost estimates will include a contingency to address engineering and other unknown cost items.

5.4 Develop Alternative Evaluation Matrix

Consultant will develop an Alternative Evaluation Matrix with loadings, costs, and other criteria to aid in ranking projects for potential implementation. The initial ranking will be reviewed with the Village for comments on the criteria listed in the matrix. The proposed storm water control practices will be adjusted based on Village input and ranked.

5.5 Develop Implementation Schedule

Consultant will work with the Village to develop a draft implementation schedule for presentation to the Village Common Council for consideration as a roadmap for meeting the TMDL goals.

Deliverable: memorandum describing the proposed storm water control practice evaluation, proposed storm water control practices for TSS and TP removal, cost estimates and funding mechanism, alternative evaluation matrix, implementation schedule.

Task 6 Feasibility Analysis of Alternative Funding Mechanisms

A number of potential funding mechanisms are available to the Village and a brief review of potential revenue sources will be discussed, including general revenue, grants, and storm water utility funding.

The Consultant will conduct a general feasibility analysis of alternative funding mechanisms the existing financing mechanisms for storm water management, including associated information, education, and public participation activities.

Recommendations will be presented to the Village Board for approval and DNR will be notified of the Board's action.

Deliverable: Memorandum describing the analysis of alternate funding mechanisms.

Task 7 Prepare Report

Consultant will prepare a report which: 1) documents modeling methodology, 2) compiles TSS and TP pollution loadings into appropriate tabular formats, 3) documents the pollution control (TSS and TP) achieved by existing management measures, and 4) summarizes the potential new storm water control practice removal efficiency and cost.

The report will also contain maps displaying the results of the modeling; and the potential locations of proposed storm water control practices.

The Village will review this report before it is finalized. Consultant will provide one (1) hard copy draft report and one (1) electronic copy in Adobe format to the Village for review. Consultant will provide five (5) hard copies and a complete copy in an Adobe format of the final report to the Village. In addition, Consultant will provide GIS files and Tables in Excel format prepared under this scope of work as requested by the Village.

Deliverable: Draft report for review by Village and Wisconsin DNR staff; incorporate comments into report; Final report.

Task 8 Ordinance Review

Several municipal ordinances will be reviewed as part of this storm water management plan update process to compare with current state regulations or for modification to benefit water quality such as being more open to green infrastructure practices. Ordinances planned for review and potential update include:

- Chapter 27 — Post-Construction Storm Water Management
- Chapter 29 — Illicit Discharge and Detection
- Chapter 17 — Planned Development District (Low Impact Development)

The Illicit Discharge Prohibition and Disconnection ordinance and Zoning (CH 28) language that may impact storm water BMP implementation will be reviewed and potential changes recommended.

Deliverable: A track-changes version of the proposed changes for each ordinance in Microsoft Word.

Task 9 Meetings and Presentation

Three meetings with Village staff and Consultant staff are budgeted during the course of the project. One meeting may also include WDNR staff. The first meeting is anticipated during Task 1. The second meeting is expected to occur during Tasks 3 and 4 to fine tune the potential storm water control practices. The third meeting would take place after the preparation of the draft or final report and prior to a presentation to the Village Common Council or other stakeholders.

A presentation to the Village Board will be conducted at a point in the project that the Village feels is appropriate to inform and gain the feedback and concurrence of public officials.

Deliverable: Meeting agendas and minutes; One-page handout to Village Board for meeting presentation.

Assumptions

1. The Village shall furnish Consultant all available maps, orthophotographs, stormwater conveyance system drawings, storm water management plans, parcel graphical and tabular data, and other relevant storm water management data, all of which may rely upon without independent verification in performing the Scope of Work. It is also assumed that the above information will be provided at no cost to the project. Data files will be provided digitally to Consultant on a CD if available or paper copy format (if a digital format is not available).
2. Some information provided by the Village may be inaccurate or unreliable. Consultant cannot be responsible for inaccuracies in the data supplied by the Village. Field verification of the data is not included in the Scope of Work.
3. Preparation of design plans, specifications, or construction documents are not included in this scope of work.
4. All budget items assume one review per task by Village staff. Consultant will confirm the results of the Village's review before proceeding with the next step of the process. If more than one review per task is conducted or additional information is provided after a review task is completed, a budget amendment may be requested.

Fee

The lump sum fee broken down by task as submitted in the Wisconsin DNR grant application is listed in the table below.

Task	Fee
1 Project Management	\$ 12,250.00
2 Establish TMDL No Control (Base) Load	\$ 12,667.00
3 Grass Swale Infiltration Testing	\$ 8,500.00
4 Establish with Controls (Existing) Conditions TMDL Load	\$ 50,333.00
5 Evaluate Proposed Storm Water Control Practices for MS4 Permit	\$ 23,250.00
6 Feasibility Analysis of Alternative Funding Mechanisms	\$ 5,000.00
7 Prepare Report	\$ 11,500.00
8 Review and Update Ordinances	\$ 5,500.00
9 Meetings/Presentations	\$ 7,250.00
Total	\$ 136,250.00

From: [Lawrence Ratayczak](#)
To: [Janice Wick](#); [Eric Nitschke](#)
Cc: [Deanna Braunschweig](#)
Subject: RE: Public Works Agenda Items for Village Board May 20, 2019
Date: Wednesday, May 15, 2019 8:30:07 AM

All:

I made a few changes to the PP, I&I wording (added "in an amount not to exceed \$20,000.00") and the Woodland Ponds DA wording.

Eric, please check and if you agree let Deanna know so that she can included in the VB agenda.

Regards:

Larry Ratayczak, P.E.
Director of Public Works
Village of Germantown

From: Janice Wick <jwick@village.germantown.wi.us>
Sent: Thursday, May 9, 2019 11:22 AM
To: Lawrence Ratayczak <lratayczak@village.germantown.wi.us>; Eric Nitschke <enitschke@village.germantown.wi.us>
Cc: Deanna Braunschweig <dbraunschweig@village.germantown.wi.us>
Subject: Public Works Agenda Items for Village Board May 20, 2019

Guys,

Please review Motions and Resolutions. Make any changes necessary and forward the FINAL email to Deanna by **WEDNESDAY, May 15th by Noon.**
Janice

CONSENT AGENDA:

-

Cured in Place Pipe Lining – Contract:

MOTION made by Hughes, seconded by Zabel to forward to the Village Board with a positive recommendation to approve a contract with Lanzo Trenchless Technologies North, Inc. in the amount of \$2,284,025.00 plus a 10% contingency or \$228,400 for a total of \$2,512,425.00 for the Cured-in-Place pipe lining of the 48 inch interceptor sewer.

Motion carried unanimously.

PP I&I:

MOTION made by Hughes, seconded by Zabel to forward to the Village Board with a positive recommendation authorizing staff to obtain consulting services, in an amount not to exceed \$20,000.00, for the purpose of assisting staff with the PP I&I Program to include but not limited to preparing plans and specifications and bidding the project.

Motion carried unanimously.

Park Avenue Construction Services Contract:

MOTION made by Hughes, seconded by Zabel to forward to the Village Board with a positive recommendation to approve Construction Inspection Services for the Park Avenue Improvement Project to RA Smith for an estimated cost of \$93,000.00. Funds to be allocated from the Water Utility, Wastewater Utility and General Capital borrowing.

Motion carried unanimously.

Stormwater Quality Management Plan Update Contract:

MOTION made by Zabel, seconded by Hughes to forward to the Village Board with a positive recommendation to award an increase of \$15,750 to GRAEF for additional modeling to the original Stormwater Quality Management Plan Update.

Motion carried unanimously.

NEW BUSINESS:

-

Sewer Connection Fees – The Precinct Restaurant:

MOTION made by Zabel, seconded by Hughes to forward to the Village Board for discussion to waive the Sewer Connection Fee for the proposed Precinct Restaurant and refund \$2,048.64 of the sewer connection fee which was already paid by the owner.

Motion carried 2-1 (Kaminski)

Developer Agreement – Woodland Ponds Estates:

MOTION made by Zabel, seconded by Hughes to forward to the Village Board with a positive recommendation to approve the Woodland Ponds Estates Development Agreement upon staff and Developer reaching final agreement regarding funding to improve Elm Lane.

Motion carried unanimously.

-

-

-

From: [Adm. Sec. Julie Barth](#)
To: [Deanna Braunschweig](#)
Subject: Items for VB
Date: Tuesday, May 7, 2019 2:30:18 PM

Hi Deanna,

1. Unfinished Business: Police Department Purchase Request for 2nd K9 Unit - a motion was made/seconded to forward this purchase request to Village Board with a recommendation of approval, motion carried unanimously.
2. Under New Business, all licensing items A-G were forwarded to VB with recommendations of approval. All motions carried unanimously. Wing abstained from voting on item D – Renewals: Class B Fermented Malt Beverage & Intoxicating Liquor Licenses.

Next Meeting Date: Monday, June 3, 2019 6:00PM at Village Hall Boardroom.

Any questions, please let me know.

Julie L. Barth

Administrative Secretary
Germantown Police Department
PO Box 96
Germantown WI 53022
(262)253-7788
jbarth@germantownpolice.org

GERMANTOWN POLICE DEPARTMENT

MEMORANDUM

TO: Public Safety Committee

FROM: Peter G. Hoell
Chief of Police

DATE: April 29, 2019

SUBJECT: SECOND K9 UNIT FOR GERMANTOWN POLICE DEPARTMENT

The Germantown Police Department would like to purchase and assign a second K9 Unit that would be scheduled on third shift. With the continued efforts of the Germantown Police Citizen K9 Unit Fundraising Committee and the great community support of over 14 years, the K9 account has the funds to purchase a second K9, equipment and K9 vehicle assigned to the second handler. This would be 100% purchased via donations.

Over the years, we have found the use of a K9 to be very efficient in police work and a great officer safety tool. I can cite an example of a case from several months ago. GPD Officers pursued a reckless driver that eventually crashed and became stuck in a farm field. The driver and passenger ran off into a wooded area. Officers could not locate them due to darkness and the wooded area. Without a K9, a number of officers would have had to respond and set up a perimeter. If night vision didn't work, officers would have to wait for a drone, if available, to arrive from West Bend. If that didn't work, officers would have to wait until daylight to start a search. Instead, the GPD K9 immediately found a track and both suspects were quickly located and taken into custody without incident and minimal number of officers needed.

We had another chase in the middle of the night on January 4, 2019, where Hatto was deployed. While we were in pursuit, the Washington County Sheriff's Dept. used tire deflation devices to stop the vehicle. One of the occupants hid in a wooded area. Hatto was deployed and quickly located the suspect.

Some additional bullet points as to why a second K9 unit would be a great value:

- More K9 availability on the road, both third and second shifts would have coverage.
- Conduct interdepartmental K9 training, experienced handlers capable of being good decoys for the other's dog.
- Not every track/area search is a single dog job. Dogs burn out dependent on weather conditions and length of operation.
- Officer safety, most aggravated suspects comply when a K9 is introduced into the incident.
- The K9 has become very popular with the public and we receive many requests to appear at area events. A second K9 would help us accommodate those requests and help GPD have positive experiences with the public.
- Interdiction events more efficient.
- Departmental prestige (drawing more candidates for hiring)
- We can make more frequent, smaller scale, school searches possible.

It is not uncommon for departments to have more than one K9 unit on staff. The following Departments have more than one:

DEPARTMENTS WITH MORE THAN ONE K9 UNIT	
Ozaukee County Sheriff's Office	West Allis Police Department
Waushara County Sheriff's Office	Fond du Lac City Police Department
Dodge County Sheriff's Office	Wauwatosa Police Department
New Berlin Police Department	Oak Creek Police Department
Franklin Police Department	Greenfield Police Department

The following is a breakdown of costs associated with a new dog. Due to the generosity of the Germantown community, our K9 account balance is in excess of \$122,000. We are very comfortable with this balance to sustain a second K9 unit. If approved, it will take approximately one year to have a second K9 unit operational.

BREAKDOWN OF COSTS	
New K9 & Training	\$13,000
K9 Unit Vehicle	\$32000 – 36,000
Squad Equipment	\$42,000*
Total Costs would not exceed \$95,000	

*Because it is a new squad addition and not a replacement, all new equipment would need to be purchased. An example of some of the larger items needed are a laptop computer, radar, squad camera, radio, K9 cage, lighting, rifle, defibrillator, safety equipment (vest, helmet, bailout bag)

If approved, we would be placed on a waiting list with the kennel of our choosing. The second K9 would probably be operational by late summer to early fall in 2019.

Below is a detailed description of the squad equipment.

SQUAD EQUIPMENT FOR 2 ND K9 UNIT
Lighting package and siren
External decals
Computer and mount
Squad camera
Radar
Rifle and mount
Bailout bag
First aid kit
Radio and console
Flashlight and mount
K9 transport system
Traffic cones
Stop sticks
Shovel
Fire extinguisher
Halligan bar
Digital camera
Defibrillator
Road flares

RESOLUTION NO.36-2019

RESOLUTION TO DECLARE OFFICIAL INTENT UNDER
REIMBURSEMENT BOND REGULATIONS

WHEREAS, the Internal Revenue Service has promulgated regulations (the "Regulations") with respect to proceeds of tax-exempt borrowings used to reimburse prior capital expenditures,

WHEREAS, one of the requirements of the Regulations is that an issuer must timely declare an intention to reimburse itself for the expenditure from proceeds of a tax-exempt borrowing ("Official Intent"),

WHEREAS, the Village of Germantown, Wisconsin (the "Issuer") expects to issue general obligation bonds or promissory notes (the "Obligations") for the purpose of paying Tax Incremental District No. 7 and No. 8 project costs, water and sewer improvements and road paving projects (the "Project"), and

WHEREAS, certain expenditures may be made in connection with the Project prior to the issuance of the Obligations for which the Issuer will seek reimbursement from proceeds of the Obligations once the Obligations are issued.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Wisconsin pursuant to the Regulations, that:

1. It is the reasonable intention of the Issuer to use proceeds of the Obligations to reimburse expenditures made on the Project defined above.
2. The maximum principal amount of debt expected to be issued for the Project on the date hereof is \$6,800,000.
3. This statement of Official Intent is made pursuant to Internal Revenue Code Regulation Sec. 1.150-2.

Adopted and recorded this 20th day of May, 2019.

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 37-2019

**CONTRACT WITH WOLVERINE FIREWORKS DISPLAY IN AN AMOUNT NOT TO
EXCEED \$14,862.50, KIWANIS CONTRIBUTING \$7,431**

WHEREAS, the Village of Germantown will contract for the July 4th Fireworks;
and,

WHEREAS, the Village has contracted with Wolverine Fireworks Company for
Fireworks. The Contract amount is \$14,862.50, Kiwanis contributing \$7,431; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of
Germantown, does hereby approve the contract with Wolverine Fireworks Company for
in an amount not to exceed \$14,862.50, Kiwanis contributing \$7,431.

Introduced by: _____

Adopted: May 20, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: Monday, May 20, 2019

AGENDA ITEM: New Business

ITEM TITLE: 2019 Fireworks Contract

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:

Attached is the fireworks contract with Wolverine Fireworks Company (previously Bartolotta Fireworks) for the 2019 4th of July Festival. This will be the third consecutive year the village has contracted with Wolverine. Normally staff brings the firework's contract to the Village Board in December or January. For 2019 the process was pushed back a couple months in the hope that additional sponsorship dollars might be generated which would provide for a larger and more entertaining fireworks display in 2019.

The 2019 contract amount, including the 2.5% material handling fee is \$14,862.50. The Kiwanis Club will again contribute \$7,431, with the village paying the remaining 50% with the July 2019 payables.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

RECOMMENDATION:

Staff recommends that the Village Board approve the 2019 fireworks contract with Wolverine Fireworks Company in an amount of \$14,500, plus the 2.5% material handling fee. It is also recommended that the board approve the village's \$7,431 expenditure for July 2019 so the invoice can be paid within the 15 days outlined in the contract and avoid a 1.5% late fee.

WOLVERINE FIREWORKS DISPLAY, INC.

205 W. Seidlers Road
Kawkawlin, Michigan 48631
Phone: (989) 662-0121
Fax: (989) 662-0122

WISCONSIN WAREHOUSE:

Phone: (262) 968-4178
Fax: (262) 968-2254
Wolverine Fireworks Display
PO Box 5
Genesee Depot, WI 53127

CONTRACT

This contract entered into this 14 day of February, 2019, by and between WOLVERINE FIREWORKS DISPLAY, INC., hereinafter referred to as “**WOLVERINE**” A Michigan Company, duly licensed by the BATFE, and Village of Germantown, hereinafter referred to as “Sponsor”.

1. Wolverine agrees to furnish Sponsor, in accordance with the terms and conditions set forth herein, One (1) fireworks display as per this signed and accepted contract. This will include trained and qualified Pyrotechnicians to deliver, setup, execute and take down the pyrotechnic display.
2. Wolverine agrees to provide insurance coverage of Ten Million Dollars, Bodily Injury and Property Damage and the statutory limits for Worker’s Compensation Insurance. The Sponsor will be named as additional insured on the certificate. This insurance covers the operations of Wolverine only and does not extend to any other aspect of the event.
3. The date of this display is: **July 4th 2019** at: _____ pm. In the event of inclement weather, the display will be rescheduled for the **next night July 5th, 2019** at no additional cost to the Sponsor (dates around the 4th of July are excluded unless approved by Wolverine). In the event the display is rescheduled to a date not the next night, there will be an additional 15% cost added to the contract amount to cover additional expenses involved. In the event the Sponsor does not choose to reschedule another date or cannot agree to a mutually convenient date, the Sponsor shall pay the Contractor an amount equal to 40% to cover Wolverine’s cost, damages, and expenses.
4. The cost of the display is: **\$14,500.00 (EXEMPT)** plus tax (unless exempt). A deposit in the amount of: **\$7,250.00** shall be made at the time of signing this agreement. The balance due shall be paid to Wolverine within 10 days following the display. A 2.5% Hazardous Material Handling fee will be added to the invoice (based on the display cost) along with any permit fees paid by Wolverine. There will be a 1.5% late charge added to the invoice on any outstanding amount not paid in full by the agreed upon date.
5. Sponsor, at Sponsor’s expense, agrees to provide Wolverine with a suitable display site that meets the guidelines as set forth in NFPA 1123 and meeting the approval of Wolverine. All permits necessary for the display shall be the responsibility of the Sponsor. All necessary police, fire, and other appropriate protection necessary for proper crowd control, automobile parking, and display site security will be the responsibility of the Sponsor and in accordance with the provisions of NFPA 1123.

6. After the display, Wolverine will conduct a post display search of the area/fallout zone for any unexploded fireworks. Sponsor explicitly acknowledges that an early morning first light search of the Display Site as defined in NFPA 1123 is of utmost importance and the search will be conducted by the Sponsor. If any unexploded shells or devices are found, Wolverine will be contacted immediately to properly disposed of said material. Wolverine will be responsible for the removal of all equipment provided by Wolverine. Sponsor will be responsible for any remaining cleanup that may be required after the display.
7. Sponsor agrees to defend and hold Wolverine harmless from and against all claims and any penalties, damages, and costs made against and/or incurred by Wolverine in the event (1) the display does not commence on the date and time contemplated by this contract, or is otherwise disrupted as a result of equipment or product malfunction or failure, and/or (2) Sponsor's breach of its obligations under the contract.
8. The laws of the State of Wisconsin shall govern this contract. Nothing in this contract shall be construed as forming a partnership between the Sponsor and Wolverine. Neither party shall be held responsible for any agreements nor obligations not expressly provided for herein, and shall be severally responsible for their own separate debts and obligations.
9. This contract constitutes the entire agreement between the parties and shall be binding on the parties, their heirs, executors, administrators, successors, and assigns.
10. Any Additional Provisions:

WOLVERINE FIREWORKS DISPLAY, INC.

VILLAGE OF GERMANTOWN

By:_____

By:_____

Date Signed:____/____/____

Date signed____/____/____

Address: 205 W. Seidlers Road
Kawkawlin, MI 48631
Gina.wolverinefireworks@gmail.com

Address: PO Box 337
Germantown, WI 53022

Phone: 262-250-4715

Email: Mark Schroeder

mschroeder@village.germantown.wi.us

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 38-2019

**WEIDENBACH PARK PLAYGROUND EQUIPMENT PURCHASE AND
INSTALLATION IN AN AMOUNT NOT TO EXCEED \$55,930
FROM LEE RECREATION**

WHEREAS, the 2019 CIP Budget included replacement of play equipment at Weidenbach Park. Proposals were sent to five playground vendors. Nine design proposals were received; and,

WHEREAS, the Park & Recreation Commission reviewed the proposals. Public input was received; and,

WHEREAS, the Park & Recreation Commission recommended the playground design from Lee Recreation in an amount not to exceed \$55,930 for installation at Weidenbach Park; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve playground design from Lee Recreation in an amount not to exceed \$55,930 for installation at Weidenbach Park.

Introduced by: _____

Adopted: May 20, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: Monday, May 20, 2019

AGENDA ITEM: New Business

ITEM TITLE: Weidenbach Park Playground

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:

Monies were included in the 2019 CIP Budget to replace the play equipment at Weidenbach Park. Requests for Proposals were sent to 5 playground vendors, with a total of 9 design proposals submitted. The commission completed a preliminary review of these designs at the March commission meeting with 4 designs selected for further review.

Letters were sent to residents near the park with an invitation to view and vote on their preferred design. The 4 designs were posted to the department Facebook page, with a total of 178 votes cast (154 on-line, 24 in-person). After reviewing the design options and public comments, the Park and Recreation Commission is ready to move ahead on the final design.

The preferred design the Park & Recreation Commission has selected is from Lee Recreation, which includes playground equipment and installation. Not included in the contract with Lee Recreation is the cost of the engineered wood fiber surfacing. The surfacing material will be purchased directly by the village and installed by village DPW/Parks staff.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

RECOMMENDATION:

At the May 15th, 2019 Park and Recreation Commission Meeting, a motion was made by Commissioner Depies, seconded by Commissioner Miller, to send forth a positive recommendation to the Village Board to approve the playground design and installation from Lee Recreation, in an amount not to exceed \$55,930, as well as the surfacing materials at a cost of \$4,070. Motion carried unanimously. Monies to come from 2019 CIP Budget Account #40-552-570-8450.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 39-2019

**RESOLUTION APPROVING APPOINTMENT OF
INTERIM JUDGE FOR THE MID-MORAINES MUNICIPAL COURT**

WHEREAS, the Hon. Steven Cain has recently been elected as Ozaukee County Circuit Court Judge thereby creating a permanent vacancy in the position of the Mid-Moraine Municipal Judge; and

WHEREAS, Wisconsin law allows for the appointment of a successor to hold office until the Spring election conducted in 2020; and

WHEREAS, the Village of Germantown is a member of the Mid-Moraine Municipal Court; and

WHEREAS, pursuant to the terms and conditions of an intergovernmental agreement among the members of the Mid-Moraine Municipal Court there has been created a Court Administrative Committee; and

WHEREAS, the Court Administrative Committee has solicited applications for appointment to the Mid-Moraine Municipal Court Judge position; and

WHEREAS, the Court Administrative Committee has duly considered the applications and is recommending the appointment of Christine Ohlis to fill the vacancy described above;

NOW, THEREFORE, BE IT RESOLVED, that the Village of Germantown does hereby appoint Christine Ohlis to serve as the municipal judge effective August 1, 2019 for the Mid-Moraine Municipal Court until the election of a municipal judge occurs in April 2020; and

FURTHER RESOLVED, that the officers of the Village of Germantown are hereby authorized and directed to take any and all action consistent with this approving resolution.

Introduced by: _____

Adopted: May 20, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: May 8, 2019

AGENDA ITEM: New Business

ITEM TITLE: Sewer Connection Fees-The Precinct Restaurant

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

SUMMARY EXPLANATION:

A new business "The Precinct Restaurant" has made application and received approval to open at W161 N11629 Church Avenue. This location was previously occupied by several businesses all of which were classified as 1-REC in regard to volume of waste water discharge. The proposed occupant will have a REC (Residential Equivalent Connection) of 2.92. Village Code requires that the difference of the previously assessed REC and the new REC be paid by the new occupant. The difference in the REC value equals a payment due of \$ 8,048.64. The payment of the REC is required prior to the issuance of a Building Permit. The Village made an exception for the "New Business" to pay \$2,048.64 to obtain the Building Permit. This exception was made to facilitate the start of the planned improvements to the building.

The "New Business" owners have approached the Village to have the REC fee waived and that request is why this item is brought to the PWHC. Included in your backup is a recommendation from Village Administrator Steve Kreklow.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER XX

Backup from Village Administrator Steve Kreklow

RECOMMENDATION:

Village Administrator is requesting the Public Works and Highway Committee forward with a positive recommendation to the Village Board to either approve waiving all REC Fees (\$8,048.64) or at a minimum waiving the remaining REC Fee in the amount of \$6,000.00.

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.

PUBLIC WORKS & HIGHWAYS COMMITTEE

VILLAGE OF GERMANTOWN

MEETING DATE: May 8, 2019

AGENDA ITEM: New Business

ITEM TITLES: Request for Sewer Connection Fee Waiver

SUBMITTED BY: Steven R. Kreklow, Village Administrator

SUMMARY EXPLANATION:

Ms. Jodi Kanzenbach of "The Precinct" restaurant has submitted a request to waive or reduce the sewer connection fee the Village is charging as part of the fees for occupancy. While the Village does not typically waive sewer connection fees and should not waive these fees as standard practice there are several atypical circumstances that the Committee may wish to consider in this case:

- The building Ms. Kanzenbach is renovating for The Precinct has been vacant or underutilized for over seven years. When complete The Precinct will generate additional water, sewer and property tax revenue for the Village, hopefully for many years to come.
- The vacant building has detracted from the surrounding neighborhood for several years. Without significant investment, the building likely would have continued to deteriorate. Continued deterioration could have negative impacts on the value of nearby properties.
- The Precinct is being established in the Main Street area where the Village has made significant infrastructure investments in the past to attract and retain similar businesses and is currently working to reinvigorate. The Village has a legitimate interest in assisting desirable businesses working to locate in this neighborhood.
- Village residents regularly express a desire for additional restaurant options in Germantown. Opportunities to establish successful new restaurants have not occurred frequently in the past.
- Neighboring communities, including Menomonee Falls, provide various types of incentives to attract restaurants in key locations.

In addition, Village staff is aware of several unexpected challenges the ownership has faced with the renovation of the building that are adding significant cost to the project. Based on the information we currently have; it does not appear that these costs will prevent The Precinct from

opening they are significant enough that they could have an impact on the restaurants financial sustainability.

Attached: Ordinance____ Resolution____ Other____

Recommendation:

Approve the request for a reduction or waiver of sewer connection fees.

Committee Action:

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 40-2019

WOODLAND PONDS ESTATES DEVELOPMENT AGREEMENT

WHEREAS, Village Staff and the Village Attorney have worked with representatives of the Woodland Ponds Estates to address the Development Property as outlined in the attached Development Agreement; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve of the attached Development Agreement for Woodland Ponds Development.

Introduced by: _____

Adopted: _____

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: May 8, 2019

AGENDA ITEM: New Business

ITEM TITLE: Development Agreement – Woodland Ponds Estates

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

SUMMARY EXPLANATION:

Woodland Ponds Estates is a development consisting of Sixteen (16) single-family residential Lots in Phase 1 and 4 residential Lots in Phase 2 (Outlot 4). The proposed development is located west of Wasaukee Road, north of Elm Lane, south of Woodland Ponds Subdivision and east of Harvest Hills. The development will utilize private sanitary treatment systems (Mound Systems) and Private Wells. Public improvements include public streets, trees in roadway terrace's and a street light in future Phase 2.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Development Agreement for Woodland Ponds Estates.

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 Woodland Ponds Estates.

COMMITTEE ACTION:

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

DEVELOPMENT AGREEMENT
WOODLAND PONDS ESTATE

THIS AGREEMENT is entered into by and between the **Village of Germantown**, a Municipal Corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and **GERMANTOWN ACQUISITION, LLC.**, hereinafter referred to as "Developer".

WHEREAS, the Village has heretofore approved or anticipates approving in the near future, the Subdivision Plat (Exhibit B) for "Woodland Ponds Estates", located in the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted for approval by the Village a development plan for the Property which consists of a proposed 12 Lot single-family residential subdivision (the "Subdivision" or "Development") which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

WHEREAS, Developer contemplates a potential future division of Outlot 4 of the Subdivision to consist of four additional residential lots, which will require either a new developer's agreement or to amend this Agreement; and

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

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

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

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

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

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

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

1.05 GRADING AND SURFACING OF PUBLIC STREETS. All Development streets shall be graded and surfaced in accordance with Sections 18.08(2), (3) and (5) of the Municipal Code and shall be located and be of the dimensions as depicted on the site Development Plan. The Development's internal roads shall have a rural cross section for vehicular access to all lots within the Subdivision. The final layer of HMA pavement (surface) shall be installed no sooner than the date of an occupancy permit is issued for the 9th lot in the subdivision or 80 % of total lots or at the direction of the Village Engineer. Disturbed edges of asphalt created by connecting to existing

Village or County streets shall be saw-cut full road width prior to resurfacing. Developer shall be responsible for extending Taylor Trail from the Harvest Hills Subdivision with a cul-de-sac at the east end of Taylor Trail, within one (1) year from the time Taylor Lane is improved for vehicular traffic by the developers of Harvest Hills.

Developer shall be responsible for future improvements to Elm Lane from the west property line to the east property line of the Development, which is approximately 635 lineal feet. The improvements to Elm Lane do not include any work involved in constructing the entrance for Elm Court (future). The Village, in accordance with Section 18.08(15), and in its discretion will require Elm Lane to be improved to a rural road. In Lieu of escrowing funds to defray the cost of the design and construction of such street improvements the Village will accept the estimated value

of improvements in the amount of \$47,000.00, in the form of cash payment to be paid at the time of execution of the Development Agreement.

1.06 SHARED DRIVEWAY FOR LOTS 8 and 9.

Developer shall construct a shared driveway to Lots 8 and 9 within a 30' wide easement and meet the minimum requirements for accessibility under NFPA Chapter 18 which includes a minimum 20' wide hard surface capable of supporting 60,000 lbs. of fire apparatus with a minimum of 13.5' overhead clearance.

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

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

1.06 CURB AND GUTTER. No curb and gutter is currently required by Village for the extension of Forest Hill Road for the Woodland Ponds subdivision to the north, and the extension of Taylor Trail from the Harvest Hills subdivision to the west. Developer agrees that curb and gutter may be required at the intersection of the future development of Elm Lane at the intersection of Elm court.

1.07 SURVEY MONUMENTS. The Developer shall install survey monuments, to include interior and exterior boundary markers, 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.

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

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

Work-in-right-of-way permits shall be applied for and secured from the Village Engineering Department. 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.

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

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

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Department. 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.

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

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

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

All landscaping related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public

Works & Highway Committee. All landscaping related to the Subdivision in privately owned areas shall be inspected by Community Development Department personnel prior to issuing an occupancy permit.

Development shall include a requirement in subdivision deed restrictions and covenants that each individual lot is required to contain the minimum landscaping required under Section 17.43(5) of the Municipal Code.

1.11 STREET TREES. Developer shall install street trees in roadway terraces of the Subdivision in a quantity equal to one tree per 50 linear feet as generally depicted in a landscape plan approved by the Village Forester. Developer shall incorporate street trees on all public streets to be constructed or extended by Developer as part of the Development and along the frontage of Wasaukee Road. The Developer shall install all street trees required herein prior to or concurrent with the installation of all other public improvements.

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. The Developer shall warranty all street trees, including trees replaced under this warranty, for a period of two (2) growing seasons as required under Sec 18.08(14) of the Municipal Code”.

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.

1.12 STREET LIGHTS AND YARD LIGHTS.

(1) Developer shall be required to provide street lights in accordance with Section 18.08(12) of the Municipal Code. Said street lights shall be of an approved design and furnished and installed by Developer within the Development and all costs for the furnishing and installation of such street lights shall be borne by Developer. Street lights shall be LED. Street lights are not required for the extension of Forest Hill Drive or Taylor Trail. Street lights shall be required for the future entryway of Elm Court at Elm Lane.

(2) Electric yard lights for each lot in the Development shall be required as provided in Section 18.08(12) of the Municipal Code. Such lights shall be of uniform design throughout the Development to meet industry standards for minimum illumination levels and they shall be installed as part of the original building construction. Provisions

for the maintenance of the electric lights shall be included in the deed restrictions recorded by Developer, subject to prior review and approval by the Village Attorney.

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

1.14 STREET SIGNS & MARKINGS. A street sign marking plan shall be submitted by Developer as required in Section 2.03 for review and approval by the Village Engineer. No street sign plan is required for that portion of the Development covered by this Agreement, but will be required for the future entryway of Elm Court at Elm Lane in Outlot 4 is developed. Pursuant to Village Board actions on March 6, 2006, "Public Safety Numbers" shall be required on each lot near the street.

ARTICLE II - CONSTRUCTION

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

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

A pre-construction meeting shall be scheduled between Developer, the Contractors and the

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

2.02 BUILDING AND OCCUPANCY PERMITS. No building or occupancy permits shall be issued by the Village for any construction within the Subdivision until all roads, storm sewer, and all other improvements required under this Agreement are installed, inspected by the Village Engineer Department Inspection staff and/or Highway Department, 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. Occupancy permits may be issued prior to the installation of the final asphalt lift on roadway surfaces provided that Developer's Letter of Credit provides for acceptable security to the Village to ensure eventual installation.

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

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

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

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

2.05 RECORD DRAWING DOCUMENTS. Developer shall prepare and submit to the Village Engineer record-drawing documents in digital format (i.e., .dwg extension) of the post-construction storm water management. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27)). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of the Village Engineering Department. Record drawings shall be submitted by Developer before applying for a Village occupancy permit.

ARTICLE III - DEDICATION AND ACCEPTANCE

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

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

ARTICLE IV - PAYMENT OF FEES

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

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

Parks: (\$736.00/Res. Unit)

Fire: (\$171.00/Res. Unit)

Police: (\$148.00/Res. Unit)

Library: (\$281.00/Res. Unit)

These fees are payable at the time of individual lot Building Permit issuance. In addition, all impact fees are subject to change. The impact fee in effect at the time of building permit issuance will be the fee the property owner will be obligated to pay.

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

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

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

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

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

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. NOT APPLICABLE

5.02 SEWER CAPACITY. NOT APPLICABLE

5.03 WETLAND AND FLOODPLAIN CONDITIONS. It shall be an explicit condition that Developer shall comply with all required regulations and shall obtain all necessary approvals in writing from the appropriate agencies relative to the wetlands and floodplain areas which may be on the Property. Approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, shall 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 may be required. Final delineation of wetlands and navigable streams shall be confirmed by the Wisconsin Department of Natural Resources and/or Federal Army Corp of Engineers.

5.04 PHASES. Developer has represented that it will construct the public improvements for the portion of the Development covered by this Agreement in one (1) phases. All public improvement work associated with Phase I of the Development shall be completed within one year following the date of issuance of permits for such work by the Village. Construction of the Taylor Trail cul-de-sac shall be completed within one (1) year of completion of Taylor Trail by the developers of Harvest Hills. Elm Court construction shall be addressed in the development agreement for Outlot 4

5.05 GARBAGE/RECYCLABLE COLLECTION: In accordance with Section 11.08 of the Municipal Code, the Village is responsible for garbage, refuse and recyclables collection for the Development.

5.06 ROADWAY MAINTENANCE: (1) Forest Hill Road, Taylor Trail and Elm Court (if constructed) will be Public Roads and will be maintained, including snow & ice removal, by the Village.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a certified check or provide an irrevocable letter of credit which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit "A" attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works & Highway Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed

or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works & Highway Committee, the surety or Letter of Credit will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs.

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

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

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

6.05 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke any and all occupancy or use permits, or to rescind any zoning granted in consideration of the proposed project. Compliance with this contract shall be deemed a condition of any such zoning, which shall revert to the original zoning classification upon action of the Village Board under authority of this provision. As an alternative thereto, and at the option of the Village the Village may impose a liquidated damage penalty in the amount of \$500.00 per diem as until such time as there shall be compliance. In addition, the Village

shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

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

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION: Developer shall indemnify, and hold the Village and its officers, agents and employees harmless from and against any and all losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorneys' fees, punitive damages, fines, penalties and consequential damages) resulting from or relating in any way to the presence of toxic or

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

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

- (a) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (b) subject to paragraphs (c) through (f) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (c) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (d) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (e) Developer shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (f) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or

settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The work required by this Agreement for Phase I shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board. The remaining work required by this Agreement regarding Elm Court shall be completed in accordance with Section 5.04 Phases of this Agreement.

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 the construction of Taylor Trail or Elm Court is not complete 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 to Germantown Acquisitions, LLC are conditioned upon the fact that Germantown Acquisition, LLC (Developer), use is not tax-exempt and shall be subject to general property taxation; No tax-exempt use is authorized by the aforesaid approvals.

9.03 AGREEMENT FOR BENEFIT OF PURCHASER. Developer agrees that in addition

to the Village's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any dwelling unit, building, lot or parcel of land within the Development.

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

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

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

9.07 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Germantown Acquisition, LLC.

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

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

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

9.11 COVENANTS AND DEED RESTRICTIONS. Developer shall, before selling any lots within Phase I, the Subdivision, record restrictive covenants and deed restrictions (the "Restrictive Covenants"). The Restrictive Covenants shall be submitted to and be approved by the Village Attorney prior to recording, and shall include the following:

- (1) A requirement that the lot owner set the final yard grade, building elevations and contours subject to the approval of the Villages Building Inspector and Engineer prior to construction. The lot owner shall also ensure that the lot is graded in accordance with such approval.
- (2) A requirement that the lot owners install a front yard light that is in conformance with Sec. 18.08(12) of the Municipal Code subject to the approval of the Village

Engineer.

- (3) **VILLAGE REMEDIES.** The Village shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge Developer for costs incurred and the right to enforce collection of such amounts in accordance with § 66.0627 of the Wisconsin Statutes.
- (4) A requirement that each individual lot owner is responsible for installing the minimum landscaping required under Section 17.43(5)
- (5) A requirement that the design, size, dimensions and other similar bulk regulations, for Lots 1 – 9 and Outlots 1-3 of the Subdivision, the Restrictive Covenants shall match the Declarations of Restrictions and Covenants for the Woodland Ponds subdivision, and for Lots 10 - 12 and Outlot 6 of the Subdivision, the Restrictive Covenants shall match the Declarations of Restrictions and Covenants for the Harvest Hills subdivision.
- (6) A requirement that all owners within the Development, including and future lots on Outlot 4 shall jointly be responsible to assume the perpetual maintenance of all privately owned storm water management basins, storm sewer, ditches and swales required under Section 1.09.
- (7) A requirement that the wetland and Primary Environmental Corridor (PEC) depicted on the subdivision plat within Outlot 3 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.

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

ARTICLE X - NON-ASSIGNMENT

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

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2019 which shall be the effective date of this Agreement.

Deanna D. Boldrey, Village Clerk

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This instrument was drafted by:

Lawrence W Ratayczak, P.E., Director of Public Works

DEVELOPMENT AGREEMENT
WOODLAND PONDS ESTATE

EXHIBIT “A”

FINANCIAL

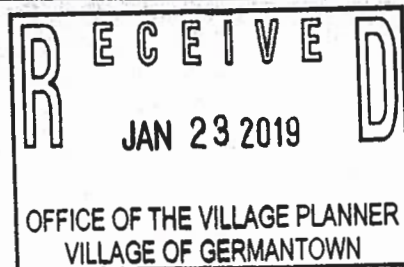
EXHIBIT "A"**WOODLAND PONDS ESTATES****RESIDENTIAL DEVELOPMENT AGREEMENT**

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	\$500.00
Mobilization, General, GPS Setup		\$8,500.00
Site & Street Grading	1.03 & 1.11	\$94,000.00
Gravel Base and Asphalt Pavement(road)	1.03	\$89,000.00
Asphalt Surface Coarse	1.03	\$10,000.00
Site Restoration (Trees and topsoil/seed/mulch)	1.04	\$18,500.00
Biofilter		\$13,000.00
Erosion Control	1.11&2.04	\$14,500.00
Storm Water System & Drainage	1.12	\$90,500.00
Clearing & Grubbing	1.03	\$2,000.00
Street Trees		\$7,800.00
Street Lights	1.1	NONE
Street Signs	1.08	NONE
Changes to Driveway per Engineering		\$28,000.00
Changes to Taylor Trail		\$12,500.00
SUB-TOTAL		\$388,800.00
DATA Conversion Fee	4.03	\$500.00 *
Improvement Review Fee: Minimum Fee	4.03	\$7,917.00 *
Professional Fee (Attorney)	4.05	\$500.00 *
Future Elm Lane Construction		\$47,000.00 *
Inspection Fee (Estimate)	4.05	\$3,000.00 *
SUB-TOTAL		\$58,917.00
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer	4.02	N/A **
Water	4.02	N/A **
Fire (16 RES @ \$171.00 / RES)	4.02	\$2,736.00 **
Police (16 RES @ \$148.00 / RES)	4.02	\$2,368.00 **
Park & Recreation (16 RES @ \$736.00 / RES)	4.02	\$11,776.00 **
Library (16 RES @ \$281.00 / RES)	4.02	\$4,496.00 **
SUB-TOTAL		\$21,376.00
Initial Letter of Credit Amount		\$388,800.00
* Amount to be Paid at Time of Signing of Development Agreement		\$58,917.00
** Total amount of impact & connection Fee's.		\$21,376.00

DEVELOPMENT AGREEMENT
WOODLAND PONDS ESTATE

EXHIBIT ‘B’

PLAT MAP



PRELIMINARY PLAT "WOODLAND PONDS ESTATES"

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, OF SECTION 24, TOWN 9 NORTH, RANGE 20 EAST,
IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN

LEGEND:

- 860 ----- DENOTES EXISTING MAJOR CONTOURS
861 ----- DENOTES EXISTING MINOR CONTOURS
----- DENOTES U.S.D.A. SOIL BOUNDARY
----- DENOTES BUILDING SETBACK LINES
----- DENOTES WETLAND LIMITS LINE

- DENOTES WETLAND AREAS
 DENOTES SOIL TEST LOCATION

F.E.M.A. NOTE:

1. THE SUBJECT PROPERTY LIES WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS DETERMINED BY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 55131C 0377 D, EFFECTIVE DATE: NOVEMBER 2, 2013.

SOILS LEGEND:

SYMBOL	NAME	Slopes
MA	Mequon silt loam	1-3%
OuB	Ozaukee silt loam	2-8%
OuB2	Ozaukee silt loam	2-8% eroded
OuC2	Ozaukee silt loam	6-12% eroded
OuD2	Ozaukee silt loam	12-20% eroded
RaA	Radford silt loam	0-3%

NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. (NAD83)
- LOTS IN THIS DEVELOPMENT WILL USE ON-SITE SOIL ABSORPTION SANITARY SEWERAGE DISPOSAL SYSTEMS AND PRIVATE WELLS.
- UNLESS NOTED OTHERWISE BUILDING SETBACKS ARE AS FOLLOWS:
FRONT YARD = 45.0'
SIDE YARD = 20.0'
REAR YARD = 35.0'

APPROVING AGENCIES:
VILLAGE OF GERMANTOWN

OBJECTING AGENCIES:
DEPARTMENT OF ADMINISTRATION

OWNER/SUBDIVIDER:
GERMANTOWN ACQUISITIONS, LLC
C/O DAVID LESZCZYNSKI
3223 FLEUR DE LIS DR.
MEQUON, WI 53092
(414) 550-8087

SURVEYOR:
JAMES G. SCHNEIDER
NORTH SHORE ENGINEERING, INC.
11433 N. PORT WASHINGTON ROAD
MEQUON, WI 53092
(262) 241-9400

EXISTING ZONING:
EXISTING ZONING: Rs-3

BENCHMARK INFORMATION

MAIN BENCHMARK: PUBLIC LAND SURVEY CONCRETE MONUMENT WITH ALUMINUM CAP, NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 9 NORTH, RANGE 20 EAST AT THE INTERSECTION OF WASAUKEE RD. & FREISTADT RD. TOP OF MON. ELEVATION = 872.68

SITE BENCHMARK 1: SOUTH RIM OF STORM MANHOLE AT SOUTH END OF FOREST HILL RD. (STATION 1+25.07, 21.7' LEFT). ELEVATION = 887.32

Property Statistics:

Total Property Area = 29.68 acres (100%)

Wasaukee Rd., Elm Ln., Taylor Tr. & Forest Hill Rd. Dedication Area = 4.02 acres 13.53%

Average Lot Area = 1.029 acres x 12 = 12.35 acres (41.60%)

Outlots 1-3, 5 & 6 Area = 8.73 acres (29.43%)

Outlot 4 Area (Future 4 Lot Division) = 4.58 acres (15.44%)

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided, and mapped the preliminary plat of "WOODLAND PONDS ESTATES", described as follows:

The Southeast 1/4 of the Northeast 1/4 of Section 24, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Excepting Therefrom: Lot 1 of Certified Survey Map No. 4434, being that part of the Northeast 1/4 of Section 24, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Said Parcel containing 1,292,977 sq. ft./29.683 acres of land, more or less.

THAT I have made such survey, land division and preliminary plat at the direction of DAVID LESZCZYNSKI, Managing Member of Germantown Acquisition, LLC, Owner of said land.

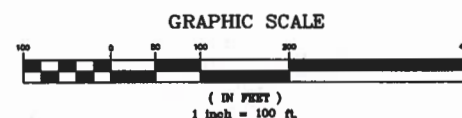
THAT such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of the Village of Germantown Land Division Code, Chapter 18.04.

James G. Schneider P.L.S. No. S-2127



Dated this 22nd day of January, 2019



DEVELOPMENT AGREEMENT
WOODLAND PONDS ESTATE

EXHIBIT “C”

LABOR RATES

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			

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 41-2019

**VILLAGE BOARD SUPPORT OF IMPROVEMENTS TO PUBLIC WORKS FACILITIES
TO ADDRESS STORM WATER POLLUTION PREVENTION REQUIREMENTS**

WHEREAS, Village staff identified an illicit discharge at the Village Public Works Facility in October of 2018 and self-reported the discharge to the Department of Natural Resources; and,

WHEREAS, the Department of Natural Resources issued a Notice of Violation/Notice of Claim to the Village in April of 2019 and invited Village staff to an Enforcement Conference; and,

WHEREAS, the issues causing the discharge have been known to the Village since 2008 and the Village did not complete needed improvements; and,

WHEREAS, the Village could be subject to financial penalties if adequate short-term and long-term improvements are not implemented to correct the illicit discharge; and,

WHEREAS, serving as good stewards of our water resources and natural environment is a high priority of the Village Board and the Germantown community;

NOW THEREFORE BE IT RESOLVED, that the Village Board directs Village staff to take immediate steps to mitigate the illicit discharge and authorizes the expenditure of up to \$50,000 for this purpose; and,

BE IT THEREFORE FURTHER RESOLVED, that the Village Board directs Village staff continue with the development of plans for a new Public Works facility that will permanently correct the illicit discharge; and,

BE IT THEREFORE FURTHER RESOLVED, that the Village Board directs Village staff to report back to the Village Board of the progress of steps to mitigate the illicit discharge and the development of plans for a new Public Works facility within 90 days.

Page 2, Resolution 41-2019, Village Board Support of Improvements to Public Works Facilities to Address Storm Water Pollution Prevention Requirements.

Introduced by: _____

Adopted: May 20, 2019

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk