

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **WEDNESDAY, July 17th, 2019 ***6:00 P.M.*****

LOCATION: **Germantown Village Hall Board Room**

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.
- II. **ROLL CALL:** Chairman Kaminski, Trustees Hughes, Warren and Zabel
- III. **APPROVAL OF MINUTES:** May 8th & June 5th, 2019
- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- V. **UNFINISHED BUSINESS:**
- VI. **NEW BUSINESS:**
 - A. Indian Hills Subdivision Entrance Island
 - B. Developer Agreement – Heritage Park North Subdivision
 - C. Wastewater Utility - Service Body/Crane Purchase
 - D. Motor Repair Invoice – Old Farm Lift Station
 - E. Acceptance of Improvements – Gateway Crossing Sanitary Sewer – Zilber/Super Excavators
 - F. Acceptance of Improvements – Goldendale Road Phase 2 Sanitary Sewer – Krusek Construction
 - G. Acceptance of Improvements – Goldendale Road Phase 1 Sanitary Sewer – Advance Construction
 - H. Acceptance of Improvements – JW Speaker – Sanitary Sewer – Cornerstone Plumbing
 - I. Hilltop Asphalt Invoice – Village Hall Parking Lot
 - J. Concession Stand Roof Replacement – Friedenfeld Park
 - K. Change Order – Fahrner Asphalt Sealcoat Contract
 - L. Change Order – Dielectric Utilities
 - M. Engineering Consultant Services – Gateway Crossing Extension
- VII. **PROJECTS UPDATE:**
- VIII. **NEXT MEETING DATE:** Set August, 2019 Meeting Date and Time
- XI. **ANNOUNCEMENTS:**
- X. **ADJOURNMENT:**

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

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

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

May 8, 2019
Village Hall Board Room

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

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

APPROVAL OF MINUTES: MOTION made by Zabel, seconded by Hughes to approve the Minutes of April 3, 2019 and April 15, 2019.

Motion carried unanimously.

PUBLIC COMMENT: None

FLUORIDE TREATMENT – VILLAGE'S WATER SYSTEM – INFORMATIONAL:

Dir. Ratayczak was requested to prepare a summary of pros and cons of fluoride in the Village's water system. Staff had provided information on the topic and looked to the Committee for further direction.

Chm. Kaminski had completed her own research on the topic and found every health organization from the American Dental Association, American Academy of Pediatrics, and National Cancer Institute all agreed fluoride was beneficial in the Village's water system. As a Village we have to do what all the major organizations say is the right thing to do.

MOTION made by Kaminski, seconded by Warren to table discussion indefinitely regarding fluoride treatment in the Village's water system.

Motion carried 2-1 (Hughes)

MAIN STREET SHOULDERING: Engr. Nitschke was requested by the Committee at its April 3rd, 2019 meeting to provide cost estimates on the proposed Main Street shouldering. In order to address resident concerns, staff requested Committee approval to create a curb and gutter section on the north side of Main Street between Western Avenue and Squire Drive. Further research found parking was allowed on the north side of the road. The estimated cost for curb and gutter on the north side of the road from Western Avenue to Squire Drive was approximately \$60,000. The south side of the road would be re-shouldered at an estimated cost of \$15,000. The curb and gutter section would be marked with "No Parking" signs and the Village Sign Map would be updated.

Engr. Nitschke suggested completing this work in 2019 or look at other ways to stabilize this area. This work would not reduce the production of the 2019 Roads project and funding was available.

Trustee Zabel suggested posting "No Parking" signs as he did not believe there was any reason to place curb and gutter along the north side of the street. He agreed to continuing the sidewalk from Park Avenue to the lumber yard for pedestrian traffic. Engr. Nitschke noted the suggestion of curb & gutter was to clean up and finalize the appearance of Main Street. Staff priorities would include no parking on the north side of Main Street, shouldering on the south side and then address how to safely move pedestrian traffic. Discussion continued with suggestions to give the surface time to dry out; placement of traffic bond to alleviate the soft areas; if curbing was installed Trustee Zabel suggested moving curbing out 2 feet beyond the white line and put a sidewalk on the backside to match to the east of what existed; To help remedy the current

conditions, the Committee suggested the shouldering work and no parking. Sidewalk upgrades were suggested for next year.

MOTION made by Zabel, seconded by Hughes to forward to the Village Board with a positive recommendation authorizing Engineering staff to work with current contractors for the Park Avenue Improvement Project and Roadway CIP to spend up to \$15,000 to improve Main Street by re-shouldering the south side of Main Street from Western Avenue to Squire Drive and propose an Ordinance to change “No Parking” to the Village maps for the north side of Main Street between Western Avenue and Squire Drive.

Motion carried unanimously.

SEWER CONNECTION FEES – THE PRECINCT RESTAURANT: Dir. Ratayczak explained all new establishments or additions to existing establishments are required to submit data for a utility connection calculation of possible fees. The Precinct Restaurant is an approved establishment occupying an existing building on Church Avenue. Calculations were completed by staff and based on the proposed use, an additional \$8,048.64 in fees were due. The business owner approached the Village Administrator and an agreement was reached to allow the owner to pay 25% of the total due in order to obtain their Building Permit with the balance due at the time of occupancy. Since that time, the new owner submitted a request to the Village to waive or reduce the connection fees based on facts presented in a memo from the Village Administrator.

The following comments were made:

- Trustee Zabel stated when the Reserve Capacity Fee was established years ago for the interceptor sewers and relining, the building on Church Street which was on municipal utilities was charged a Reserve Capacity fee. Trustee Zabel did not agree that a new use of the building should have to pay an additional fee. Pipes are sized for the building not the use;
- Dir. Ratayczak stated fees were for the oversizing and the continued improvements required due to the increased flow. There are lift stations that have to be increased in capacity as flow increased.
- Supt. Zimmerman clarified the Reserve Capacity/Connection fee is a charge levied to everyone Village wide based on loadings to the system. It was agreed the building paid 1 REC and paid an additional charge when the interceptor went into the ground. Those charges were for the existing use at the time. Interceptor pipes were sized to attract wet industries to the community and those costs were paid up front by the utility and are now recouped through connection fees. Initial costs will never be recouped due to continual operation and maintenance of those pipes.
- Chm. Kaminski – Did not agree with waiving the fee; It was felt others would want the same courtesy. The Village never had that policy before.
- Trustee Zabel believed the policy was to pay once, not multiple times by different uses of the building.
- Jodi Kanzenbach, Precinct Restaurant owner, worked with the Administrator to bring the vacant building on Church Street back to life and move their existing restaurant to Germantown. They were spending a lot of money renovating a building that had been vacant for 7+ years and are therefore looking to have the connection fee waived; Ms. Kanzenbach voiced concern that connection fees were never increased for the various

- previous owners of the building. She understood that Germantown was looking for more independently owned restaurants and that is what interested her.
- Pres. Walter noted the restaurant owner was taking a rundown building and invested a fair amount of money into it. The owner was investing in the downtown area bringing more interest to the area with other independently owned restaurants. He was not in favor of a blanket waive of fees and start that process where others may come forward, but each case should be looked at individually on a case by case basis and in this instance was in favor of waiving the connection fees.
- Dir. Ratayczak suggested guidelines be set for the potential of waiving connection fees;
- Chm. Kaminski recommended review the current Ordinance and discuss under what conditions would fees be waived;

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 on Church Street and refund \$2,048.64 which was already paid by the owner.

Motion carried 2-1 (Kaminski)

DEVELOPER AGREEMENT – WOODLAND PONDS ESTATES:

Dir. Ratayczak stated there was an element of the Developers Agreement (Section 1.05 – regarding the payment of \$47,000 for the future construction of Elm Lane) that had yet to be reached between the Village and the Developer. Dir. Ratayczak requested the Motion include language regarding the road funding. Trustee Zabel questioned if there was going to be a requirement for acceleration/deceleration and bypass lanes on Wasaukee Road and whether any of the funding put in place addressed the Wasaukee Road improvements. Dir. Ratayczak replied there were no requirements in place for road improvements on Wasaukee Road.

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 a final agreement regarding funding to improve Elm Lane.

Motion carried unanimously.

EAB-RESPONSE TO COMMON QUESTIONS, SITUATION, & ORDINANCE ENFORCEMENT – DISCUSSION/DIRECTION – CLARIFICATION:

Supt. Olszewski requested direction/clarification on the trees dying as a result of the Emerald Ash Borer and needed a clear and consistent handling of some gray areas to include roadway easements, etc. Supt. Olszewski noted there were a significant amount of properties who own to the center of the road in which there were a lot of dead ash trees that fall within the easement. Supt. Olszewski requested a clearer clarification from the Committee as to the removal of those trees within road easements and to remain consistent with the policies moving forward. Financially tree removal could run the Village tens of thousands of dollars and could significantly impact each resident if they were to contribute toward the tree removal. Currently the Village has maintenance rights of 33 feet for properties that own to the center of the road. Does the Village have the obligation to remove dead trees within the 33 feet or would the Village want to include tree removal as part of the maintenance rights?

Trustee Zabel stated properties who owned to the center of the road in which the Village had maintenance rights were what he considered “road reservations” even though they may be classified as easements. The land has been dedicated to the Village who reserves the right to use the owners land for the purposes of road, sidewalk, and utility installation or remove objects such as fencing, trees, etc. (not replace) at the expense of the Village.

Suggested was for the Village to find a Tree Service to help and possibly provide a cost savings with the removal of the numerous trees throughout the Village that have died due to the EAB disease.

Supt. Olszewski stated he currently had a budget for tree maintenance to include replacement, treatment, and removal. With the EAB infestation, tree removal could be a significant cost. Being consistent on how these situations are handled would allow staff to budget accordingly.

Chm. Kaminski suggested Supt. Olszewski contact surrounding communities to find out how they are handling tree removal and report this information back to the Committee.

MOTION made by Zabel, seconded by Hughes to postpone action on the EAB-Response to common questions, situations, and Ordinance enforcement until further information can be provided by staff.

Motion carried unanimously.

CURED IN PLACE PIPE LINING - CONTRACT:

MOTION made by Zabel, seconded by Hughes 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 (PRIVATE PROPERTY INFILTRATION AND INFLOW): Engr. Nitschke requested authorization to utilize up to \$20,000 in Waste Water utility funds to obtain consulting services for the purpose of assisting in the writing of the specifications for going out to bid for the PP I/I Program. The work will include but not be limited to preparing plans and specifications, as well as bidding the project. Funding of these services could come out of the program but would require the Village to go back for a change in the contract with MMSD.

W.W. Supt. Zimmerman stated there was a retroactive provision in the PP I&I program where the Village could pay the consulting fees upfront this year using utility money which would keep the program and approved funding agreement in place without changes. When the Village goes out for next year’s program, the Village can include the cost incurred locally for reimbursement.

Trustee Hughes questioned if the PP I&I specifications from another community could be shared if the Village helped fund a portion of the other community’s consulting fees. Engr. Nitschke state specifications are written for the individual community and language is not always the same. He was unaware of any other community whose specifications were so similar that the Village could consider obtaining. Supt. Zimmerman noted MMSD views each municipality as an entity on its own. MMSD provided guidance but unfortunately changed their guidelines after the Village went out for bid the first time. Dir. Ratayczak stated once the specification is re-

written, it could be used for future Village PP I&I projects. PP I&I specifications can become a public document but, proprietary rights may come into play.

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, 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: Engr. Nitschke requested approval for construction inspection services from raSmith for the Park Avenue Improvement Project. With the expansion of utilities related to TID #8, it had become apparent that the Engineering Department's capacity to provide construction inspection services throughout the Village this year was limited. Staff will coordinate efforts to provide in-house construction inspection services for TID #8 and the 2019 Road Program however, construction inspection services were also required for the Park Avenue project. raSmith provided a proposal for construction inspection services at an estimated cost based on hours spent on the job to include pre-construction meetings, working with utilities, create notes, as-builts, pay requests, working with residents, etc..

Trustee Zabel requested total in-house control with speaking with Park Avenue residents and possibly exchanging inspection services with the TID #8 project. Engr. Nitschke noted the proposed construction services inspector was very qualified with 30+ years of experience. Village staff would be present at the meetings to speak with residents.

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 raSmith 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.

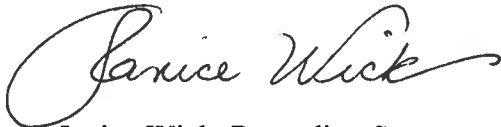
PROJECTS UPDATE:

Dir. Ratayczak provided the Committee with a list of Village projects with associated updates and answered questions.

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

ANNOUNCEMENTS: Engr. Nitschke requested a Special Public Works and Highway Committee Meeting on June 3rd, 2019 to discuss the illicit discharge at the Dept. of Public Works campus.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:35 p.m.

A handwritten signature in cursive script that reads "Janice Wick". The signature is fluid and elegant, with a large initial "J" and a long, sweeping underline.

Janice Wick, Recording Secretary

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

June 5, 2019
Village Hall Board Room

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

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

APPROVAL OF MINUTES: Not Available

PUBLIC COMMENT: None

EAB-RESPONSE TO COMMON QUESTIONS, SITUATION, & ORDINANCE ENFORCEMENT – DISCUSSION/DIRECTION – CLARIFICATION: Supt. Olszewski requested clarification on Village trees dying as a result of the Emerald Ash Borer and needed a clear and consistent handling of some gray areas to include roadway easements, etc. At a previous meeting, Supt. Olszewski was requested to research how neighboring communities were handling dead trees in the road right of way easements vs. dedicated right of way. It was found that two surrounding communities treated those types of roadway easements as if they were right of way. Typically, right of way is 33' from the center line of the road. Discussion included;

- Agreed all these types of areas should be treated as Village Right of Way;
- Next step should be coming up with a plan on how the Village will treat all these areas, how quickly the process can be done, how to choose which trees should come down first and budgetary concerns;
- Supt. Olszewski stated there is a phased EAB Responsive Plan in place; the Village has been very aggressive in the early stages with tree replanting plans and once you start treatment you have to maintain treatment. As infestation has progressed, it was suggested to shift some of the monies from planting to the removal phase utilizing internal staff and contractors. The plan is to work off a list of dead trees and plan work geographically.

MOTION made by Zabel, seconded by Hughes to treat any land dedicated for roadway as Village Right of Way for the purpose of EAB-Response for tree removal.

Discussion followed on the definition of right of way and roadway easements. Because a road easement is different than a road right of way, technically a road easement is private property. Supt. Olszewski noted some documents show dedication and some show easements defined as granting permission to allow the maintenance of the road, the ditch, etc. Staff looked for clarification as to whether staff, can, as part of the easement, remove trees as part of the Village's maintenance responsibility. Other communities, whether it's called dedication, right of way, roadway easement, take consistent delineation of feet and use that as it pertains to the roadway. It was noted that many of the northern properties were not platted. There are meets and bounds descriptions which state so many feet were taken from the section line and reserved for road right of ways. The Village maintains those roads right of ways even though they're not technically dedicated to the Village. It is land reserved for road purposes by certified survey map and documentation. In closing Supt. Olszewski wanted to be consistent as to the Village's responsibility in removing trees within select areas where right of way is not defined. Tree removal will become more prevalent within the next three to five years.

MOTION made by Zabel, seconded by Hughes to treat all road reservations and easements (land dedicated for road use) as if Village Right of Way for the purpose of EAB-Response for tree removal.

Motion carried unanimously.

WELL #4 – REHABILITATION: Supt. Haugen reported within the last several months water around the area of Well #4 had been showing signs of suspended air through resident complaints. In trouble shooting the issues staff proceeded with a temporary fix but it was not a cure to allow the Well to be put back online. It was determined that the Well had lost pumping capacity which indicated a pump/impeller issue and/or a hole in the carrier pipe. Supt. Haugen felt with upcoming summer months of high usage, it was critical the Village make the necessary repairs in a timely manner. Based on what is found in the Well, there may be additional costs up to \$35,250 which will depend on what could be salvaged and reused. Discussion followed.

MOTION made by Zabel, seconded by Kaminski to forward to the Village Board with a positive recommendation authorizing staff to contract with CTW to rehab Well #4 at an estimated cost of \$64,000 and allow an additional increase of \$32,250 dependent on what parts can be salvaged and reused.

Motion carried unanimously.

RETAINING WALL – N116 W16421 MAIN STREET: Supt. Olszewski stated at the request of Trustee Miller, he had brought this topic forward for discussion regarding the maintenance/replacement of the retaining wall at N116 W16421 Main St. The retaining wall appeared to be on private property however it was constructed by Village crews as part of the reconstruction of Main Street in year 2000. The wall was now in a condition that required repair and/or replacement. Rough estimates ranged between \$2,000 & \$6,000. No records were found regarding the maintenance responsibility of the retaining wall. Supt. Olszewski looked for direction from the Committee and requested a formal declaration be drafted on future maintenance of the wall. Discussion included;

- It was believed the deterioration of the lower courses of the wall were due to the proximity of the road and years of excessive road salt;
- Supt. Olszewski preferred to contract repair work as there would be professionals doing this type of work and there would be a warranty;
- Repair/replacement work is unbudgeted;
- Due to the elevation of the private property to the sidewalk, it would not be feasible to remove the wall and grade back the soil;
- Mr. Kaul, homeowner, stated due to the elevation of his house & the sidewalk, it was decided to install a retaining wall. He was part of the decision process but not the future maintenance of the wall;
- Chm. Kaminski felt in this case, the Village should be flexible on a cost share of rebuilding the retaining wall; If the retaining wall was constructed due to sidewalk improvements, she felt the repairs were warranted to keep up with the aesthetics of Main Street.
- Dir. Ratayczak suggested creating a Maintenance Responsibility Agreement especially when work is possibly being done on private property.

- Trustee Warren agreed with fixing the retaining wall but not maintaining it;

MOTION made by Zabel, seconded by Hughes directing staff to complete an RFP (Request for Proposal) to obtain costs for the replacement of the retention wall at N116 W16421 Main Street and report the proposals back to a future Public Works Committee meeting.

Motion carried unanimously.

WDOT SALT BID FOR 2019-2020:

MOTION made by Zabel, seconded by Hughes to forward to the Village Board with a positive recommendation to approve the Village's commitment of approximately 3,600 ton of road salt for the 2019-2020 season as part of the WDOT Salt Bid Process.

Motion carried unanimously.

EAB ASH TREE TREATMENTS:

MOTION made by Zabel, seconded by Hughes authorizing staff to contract Crawford Tree and Landscape for the Emerald Ash Bore treatment of approximately 156 trees for an amount not to exceed \$10,000.00. Funds to be allocated from Acct. #10-553-530-5290.

Motion carried unanimously.

SPRING/FALL BRUSH PICK UP – REVIEW: Supt. Olszewski reported the Dept. of Public Works had just completed the Spring Brush Pickup. He wanted to take the opportunity to discuss this service and how the department could become more efficient. The Village provides two brush collections each year. Recent developments have come up which make the process increasingly more difficult to execute, very expensive and not as efficient as it could be. Supt. Olszewski explained the process and suggested trying to complete this task in different ways. Research of surrounding communities, it was found that some offer brush collection by appt. only every other Monday and Mequon discontinued curbside brush collection due to budget constraints. Emerald Ash Bore is prevalent in Germantown and has created a lot of dead trees. A lot of this material was taken to a local landscaper who would take material at no cost. This is no longer an option as landscapers have more than they need. Germantown now has to store, handle and process at the Recycling Center which creates space issues especially in Spring due to wet weather conditions.

Dir. Ratayczak also mentioned some residents take the opportunity to hire tree removal contractors to remove large trees at this select time of the year and placing branches along the roadside vs. hauling off site. This has increased volumes more of material. With Waste Management's contract soon to be up for renewal there could be discussion on options incorporating brush drop-off at the landfill.

Supt. Zimmerman who oversees the Recycling Center noted the Village is currently up to the WDNR Permit limit of 20,000 cubic yards on site. Enercon will come on site and grind at a cost of \$8,100. The following comments were made;

- Figures have risen to an average of 300 manhours & 900 gallons of fuel;

- There is such a glut of hardwood mulch from the dying Ash trees that there is no market for it. Enercon will provide their service to remove the excess mulch from the Recycling Center at their dollar per hour rate so the Village does not have to find an outlet for it;
- Supt. Zimmerman pointed out the Village operates a Recycling Center year round for residents to drop off material, the Village offers a curbside service at a tremendous cost, not only in manpower and fuel, but then having to grind all of the material to maintain our DNR permit. This process is becoming more costly.
- It was estimated the curbside brush pickup costs approximately \$16,000 not including wear and tear on equipment or processing;
- Residents are paying taxes and they want some services;
- Will-call service sounded like a great option to include select areas at select times; Dir. Ratayczak suggested creating a calendar for viewing and/or additional staff to handle the phone appts.
- Offer a ticket/voucher in which you pay a set dollar amount in order to utilize the services of a curbside pickup;
- Supt. Olszewski wanted the Committee to know there was a direct cost for curbside brush pickup which was increasing and looked to the Committee for their suggestions on adjusting the service that would be palatable for both the maintenance perspective and resident point of view. He will address this topic again prior to Budget negotiations;

RESOLUTION – ADOPTING 2018 CMAR (Compliance Maintenance Annual Report):

MOTION made by Zabel seconded by Hughes to forward to the Village Board with a positive recommendation to approve the 2018 Compliance Maintenance Annual Report (CMAR) and adopt its results by Resolution.

Motion carried unanimously.

GRAPPLE BUCKET – RECYCLING CENTER: Supt. Zimmerman requested authorization to purchase a 3.5 cu.yd. brush bucket to be used for brush handling and material processing at the Recycling Center. Requests for Proposals were solicited from area heavy equipment dealers with Kelbe Brothers Equipment submitting the lowest bid.

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation authorizing the purchase of one Grapple Brush Bucket to be used at the Recycling Center from Kelbe Brothers Equipment for an amount not to exceed \$15,117.00. Funds to be allocated from Acct. #40-546-570-8400.

Motion carried unanimously.

RECYCLING CENTER MATERIAL PROCESSING – BLANKET PURCHASE ORDER:

Supt. Zimmerman requested authorization to prepare a blanket purchase order with Enercon at an amount not to exceed the budgeted amount of \$25,000 for material processing at the Recycling Center.

MOTION made by Hughes, seconded by Zabel to forward to the Village Board with a positive recommendation to approve the allocation of an amount not to exceed \$25,000 in the form of a blanket purchase order to Enercon for the continuing material processing at the Recycling Center. Funds to be allocated from Acct. #10-546-570-7960.

Motion carried unanimously.

WASTEWATER UTILITY TRUCK PURCHASE: Supt. Zimmerman requested authorization to purchase a utility truck cab and chassis for the Wastewater Utility Dept. Three proposals were received ranging from \$44,096 to \$47,343. The new truck will replace Truck #554 (2006 GMC 3500). Service body proposals for the cab and chassis will be brought forth in July.

The Mechanics have requested the 2006 GMC remain in the fleet as a shop vehicle for road emergencies. Trade value was \$10,500. Trustee Zabel recommended those funds come from the General Account. Once it is known what the body costs will be, any offset up to \$10,500 would be the responsibility of the Highway Dept. budget.

If the Utility needs to go over budget for the total purchase of the truck, funding would be settled at the end of the year as long as compensation was there in the future.

MOTION made by Hughes, seconded by Warren to forward to the Village Board with a positive recommendation to purchase a 2019 MD 4500 cab and chassis from Ewald Automotive Group for an amount of \$44,096.00. Funds to be distributed from Acct. #60-180-185-3730.

Motion carried unanimously.

PUBLIC WORKS CAMPUS STORM WATER POLLUTION PREVENTION PLAN:

Engr. Nitschke updated the Committee on the Storm Water Pollution Prevention Plan for the DPW Campus. The WDNR Enforcement Conference Summary directed staff to come back with a plan to eliminate the discharge and staff felt they had a solution by removing the detergents being used. The WDNR stated this was not a viable option and discharge would have to be eliminated. Option #2 would be to pump the discharge into a tank and truck off site. Staff will make a submittal to the WDNR. Engr. Nitschke noted a Resolution was submitted to the Village Board to spend up to \$50,000 for this process and would return to the Public Works Committee as to what was proposed by staff as the plan was due back to the WDNR by Friday, June 7th.

NORTHEAST INTERCEPTOR SEWER – CONTRACT: Dir. Ratayczak presented a visual map to describe in detail the northeast interceptor sewer in which he reported three proposals were received ranging from \$5,970,918 to \$7,344,170 for the construction of the proposed extension. This project would be completed in two phases; Phase #1 from approximately 923 feet south of Well #11 to 421 feet north of Pheasant Lane on Country Aire Drive; Phase #2 from the abandonment of Lift Station #1 to a point of connection to sanitary sewer in the Wrenwood Development. Funding will be allocated from Utility funds and Bonding.

MOTION made by Warren, seconded by Hughes to forward to the Village Board with a positive recommendation to contract Minger Construction Co., Inc. in the amount of \$5,970,918.00 plus a 5% contingency or \$298,545.00 for a total approved project amount of \$6,269,463.00 for the construction of the proposed extension of the northeast interceptor sanitary sewer.

Trustee Zabel wanted staff to consider an assessment for future developers who may benefit from the interceptor sewer.

Motion carried 3-1 (Zabel)

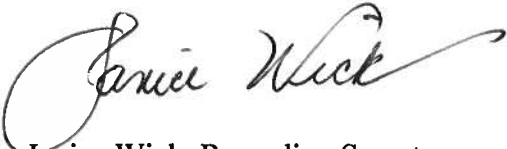
PROJECTS UPDATE:

Dir. Ratayczak provided the Committee with a list of Village projects with associated updates and answered questions.

NEXT MEETING DATE: The next Public Works and Highway Committee meeting will be held WEDNESDAY, July 17th, 2019 at 6:00 p.m.

ANNOUNCEMENTS: Dir. Ratayczak reported the Water Booster Station pump was modified increasing the total cost approved by the Committee and Board at the January 2019 meetings by \$8,660.00.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:35 p.m.



Janice Wick, Recording Secretary

COMMITTEE AGENDA ITEM

REQUEST FORM

I, Trustee ART ZABEL hereby request that the following item(s) be placed on the next agenda of the PUBLIC WORKS Committee, for consideration and action:

ITEM REQUESTED:

TREE REMOVAL & REPLACEMENT IN ISLAND
@ ~~THE~~ DIVISION OF CHIPPEWA

DISCUSSION/REASON:

Dated this 9 day of JULY, 2019

Art Zabel
Signature of Trustee

Received: _____
By: _____
Revised: 4/25/00

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

MEETING DATE: August 17, 2019

AGENDA ITEM: New Business

ITEM TITLE: Development Agreement for Heritage Park North Subdivision

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

SUMMARY EXPLANATION:

Staff is presenting the Developers Agreement for the proposed Heritage Park North Subdivision for approval by the Public Works and Highway Committee. The Development would be located on the northeast corner of Division Road and Revere Lane. The public improvements addressed in the DA are sanitary sewer, water main, storm sewer, walkway on Division Road and urban streets.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for Heritage Park North Subdivision and forward with a positive recommendation for approval to the Village Board.

COMMITTEE ACTION:

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

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the **Village of Germantown**, a municipal corporation of the State of Wisconsin located in Washington County, hereinafter called the "Village", and **Heritage Park Development Corp.**, hereinafter referred to as "Developer".

WHEREAS, the Developer has certain lands within the Village under ownership or contract to develop, said lands being more specifically described in Exhibit A (the "Property"),

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed single-family residential subdivision (the "Development" or "Subdivision") to be located in the Village of Germantown on lands described in Exhibit A which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

WHEREAS, the Development includes a lot owned by Bittersweet Trail, LLC (Herb Gross) which is independent of the certain lands under ownership or contract by Heritage Park Development Corp. and which lands shall, by being incorporated in this agreement, abide by ALL requirements of this Development Agreement. Said lot shall be converted to four lots with a certified survey map (CSM) and are not part of the Final Plat for Heritage Park North; and

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

WHEREAS, it will be necessary that Developer construct and install water main, sanitary sewer, storm sewer, landscaping, lighting, and roadway facilities in public right-of-way and storm water management facilities in a dedicated easement on the subject Property, and the Village will require that such plans and designs be approved and permitted, and that the Developer furnish an appropriate financial guarantee; and

WHEREAS, The Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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 SANITARY SEWERAGE SYSTEMS. Developer shall extend and install public sanitary sewer with privately owned lateral stubs extending to the edge of right-of-way to provide wastewater utility service to all lots within the Subdivision.

Developer shall design and submit to the Village Engineer for review and approval all proposed plans, specifications and contract documents for all sanitary sewerage system facilities before authorization for construction will be given. Design and installation shall conform to Milwaukee Metropolitan Sewerage District Ch. 2 Rule, Wisconsin Department of Natural Resources Standards, Sec. 18.08(7) of the Municipal Code, and the Village Design, Drafting & Construction Standards & Specifications, Sec. 5.0 "Sanitary Sewer System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All sanitary sewer improvements that are to be transferred to

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

the Wastewater Utility shall be contained within the Village right-of-way or a utility easement. The easement shall be dedicated to the Village through plat (provided that said plat also contains specific terms associated with the easement and not just a location) or an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

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

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

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

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all water supply facilities before authorization of construction will be given. Design and installation shall conform to Sec. 18.08(8) of the Municipal Code and the Village Design, Drafting & Construction Standards & Specifications, Sec. 6.0 "Water Distribution System Requirements". All such documents shall be prepared in accordance with state and local standards by a Professional Engineer registered in the State of Wisconsin and submitted stamped and signed for review by the Village Engineer and by all applicable governmental agencies. Implicit in this provision is the right of the Village Engineer and Building Inspector to require document revisions and modifications in the best interests of the Village. All

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

water utility improvements that are to be transferred to the Water Utility shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through plat (provided that said plat also contains specific terms associated with the easement and not just a location) or an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

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

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

1.04 OTHER UTILITIES. Developer shall be responsible for and cause electrical power, telephone, cable and natural gas facilities to be installed in such manner as to make proper and adequate service available to each occupied building in the Subdivision. All such services shall be located underground in accordance with applicable codes. Design and installation shall conform to Sec. 18.08(11) of the Municipal Code. Public utility and/or work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering 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 an urban cross section for vehicular access to all lots within the Subdivision. The final layer of street surfacing shall be installed within 30 days of the issuance of an occupancy permit for the 80 % of the lots within the Subdivision except as may be directed by the Village Engineer. Disturbed edges of existing asphalt created by connecting to existing Village or County streets shall be saw-cut full road width prior to resurfacing.

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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

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

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

1.06 CURB AND GUTTER. Developer shall construct, at a minimum, concrete curb and gutter in accordance with Sec. 18.08(4) of the municipal Code within the Development at the locations depicted on the approved Site Development Plan.

1.07 IMPROVEMENTS TO STREETS ABUTTING SUBDIVISION. Developer shall install an entrance intersection connecting the Subdivision's internal roads to Division Road, including acceleration/deceleration lanes and By-Pass turn Lane. Developer shall install a paved

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

sidewalk/path along Division Road from the intersection of Tanglewood Drive north to the existing paved sidewalk/path along Division Road.

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

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

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

1.08 SIDEWALK/PATHWAY. Developer shall install an asphalt walking path which will vary in width from 4 feet to 6 feet from the existing end of a 6 foot asphalt path south to Tanglewood Drive. The sidewalk/path is to be a public improvement located in the existing road right-of-way. Developer shall be responsible for all costs for design and installation of the sidewalk/pathway.

1.09 STREET SIGNS & MARKINGS. A street sign marking plan shall be submitted by Developer as required in Section 2.03 for review and approval by the Village Engineer. Developer shall pay to the Village Treasurer the cost of all materials and installation of street signs by the Village, pursuant to Section 18.08(13) of the Municipal Code. Street signs to include at a minimum stop signs, street name signs, pedestrian walk sign and traffic directional signs.

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

Markings at a minimum shall include stop bars and any other miscellaneous markings as required for public safety

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

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

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

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

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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.

1.11 POST-CONSTRUCTION STORMWATER MANAGEMENT AND STORMWATER DRAINAGE FACILITIES. Developer shall install publicly owned storm sewer 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 privately owned wet detention ponds and a dry pond 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, swales, wet detention ponds, and dry pond shall be situated in privately owned easements.

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

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

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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.

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

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

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

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

1.13 STREET TREES. Developer shall install street trees in roadway terraces of the Subdivision in a quantity equal or greater than one tree per 50 linear feet as generally depicted in a landscape plan for said street trees and all other common areas and/or outlots within which landscaping will be installed approved by the Village Forester and Community Development

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

Director as required as a condition of preliminary plat approval. 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.

1.14 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. Lights and Installation to be completed by We-energies.

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.

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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 of 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.

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

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.

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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

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

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

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

- (1) Grading plans, including interim and final;
- (2) Erosion & sediment control plans, including interim and final;
- (3) Private utility plans and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (4) Public utility plans, profiles and capacity computations, including sanitary sewer & laterals, water main & laterals, and storm sewer & laterals;
- (5) Paving plans & profiles, including public roads, curb-and-gutter, Division Road entrance intersection, and Division Road sidewalk/path extension from the intersection of Tanglewood Drive north to the existing paved sidewalk/path along Division Road.
- (6) Storm water management plan;

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

- (7) Landscape plans; and
- (8) Lighting plan.

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

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

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

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the improvements will not be accepted by the Village until: (i) all outstanding charges to be paid by Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

work, services and materials, and (iii) the Village has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the Village) encumber the improvements.

Any water main installation shall not be accepted until two consecutive bacteriological safe samples have satisfactorily pass and one pressure test has successfully passed. Developer or his Contractor shall flush the main and obtain the samples required for this testing under the supervision of the Village Engineering Dept. or Water Utility. Upon completion of the water mains and service laterals and acceptance of the system by the Village Public Works & Highway Committee, ownership and control shall be turned over without reservation to the Village.

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:

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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

REC is a residential unit equivalent for pumping and storing municipal water or as per Section 15.07(2) of the Municipal Code and per Resolution No. 27-07, establishing the sewer connection charge. These fees are payable at the time of individual lot Building Permit issuance.

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

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

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

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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 B, prior to the issuance of any building permit for the Property.

ARTICLE V - SPECIAL PROVISIONS

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

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

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

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

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

ARTICLE VI - FINANCIAL GUARANTY

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

6.02 FORM. The form of the 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.

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,

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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;

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

- (f) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

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

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

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

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

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

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. This Agreement, shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

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

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

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

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

9.06 OWNERSHIP. Developer certifies and warrants to the Village that all of the owners of the real estate within said Development and all of the land contract vendors and/or mortgagees having interest in said real estate are as follows: Heritage Park Development Corp.

9.07 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Heritage Park Development Corp.

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

HERITAGE PARK NORTH SUBDIVISION DEVELOPMENT AGREEMENT

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. All proposed covenants and deed restrictions shall be submitted to and be approved by the Village Attorney prior to recording, and shall include the following:

- (1) **ELEVATIONS**. A requirement that the lot owner set the final yard grade, building elevations and contours subject to the approval of the Villages Building Inspector and Engineer prior to construction. The lot owner shall also ensure that the lot is graded in accordance with such approval.
- (2) **YARD LIGHTS**. A requirement that the lot owners install a front yard light that is in conformance with § 18.08(12) of the Municipal Code subject to the approval of the Village Engineer.
- (3) **LANDSCAPING**. A requirement that each individual lot owner is responsible for installing the minimum landscaping required under § 17.43(5) of the Municipal Code.
- (4) **OWNER RESPONSIBILITY**. A requirement that a Homeowner's Association is created comprised of all lot owners for purposes of assuming the perpetual maintenance of all privately owned storm water management basins, storm sewer, ditches, and swales required under Section 1.08 above, and, other privately owned improvements including the monument entrance sign(s) and commonly owned outlots and open spaces.

**HERITAGE PARK NORTH SUBDIVISION
DEVELOPMENT AGREEMENT**

- (5) **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.
- (6) **ENVIRONMENTAL.** A requirement that the wetland, contained within Outlot #1, depicted on the subdivision plat is to be preserved and protected from development and any uses or activities that would damage or destroy the natural resource features, wildlife and associated habitat therein, including but not limited to, the unnecessary removal of trees or other vegetation, the use of motorized vehicles, recreational hunting, etc.

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.

**HERITAGE PARK DEVELOPMENT
CORP.**

HERITAGE PARK NORTH SUBDIVISION
DEVELOPMENT AGREEMENT

By: _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally came before me this ____ day of _____, 2019, the above-named, _____, to me known to be the person who executed the foregoing instrument and to me known to be such _____ of HERITAGE PARK DEVELOPMENT CORP, and acknowledged that he executed the foregoing instrument in such capacity.

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

Bittersweet Trail, LLC

THIS AREA RESERVED FOR SIGNATURES OF BITTERSWEET TRAIL, LLC

"In Duplicate"

VILLAGE OF GERMANTOWN

By _____
____ Dean Wolter, Village President

HERITAGE PARK NORTH SUBDIVISION
DEVELOPMENT AGREEMENT

By _____
____Deanna Braunschweig, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
_____ COUNTY)

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

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

Approved as to form:

Brian C. Sajdak, Village Attorney

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

**HERITAGE PARK NORTH SUBDIVISION
DEVELOPMENT AGREEMENT**

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

**BEING ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO 4988 AND LOT 6 OF
HERITAGE PARK, BEING PART OF THE NE. $\frac{1}{4}$, NW. $\frac{1}{4}$, SE. $\frac{1}{4}$ AND SW. $\frac{1}{4}$ OF THE
NW. $\frac{1}{4}$ OF SECTION 34, T.9N., R.20E., VILLAGE OF GERMANTOWN,
WASHINGTON COUNTY, WISCONSIN.**

**HERITAGE PARK NORTH SUBDIVISION
DEVELOPMENT AGREEMENT**

EXHIBIT B

PLAT

PRELIMINARY PLAT OF

HERITAGE PARK NORTH

BEING ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO. 4988 AND LOT 6 OF HERITAGE PARK, BEING PART OF THE NE. 1/4, NW. 1/4, SE. 1/4 AND SW. 1/4 OF THE NW. 1/4 OF SECTION 34, T.9N., R.20E., VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

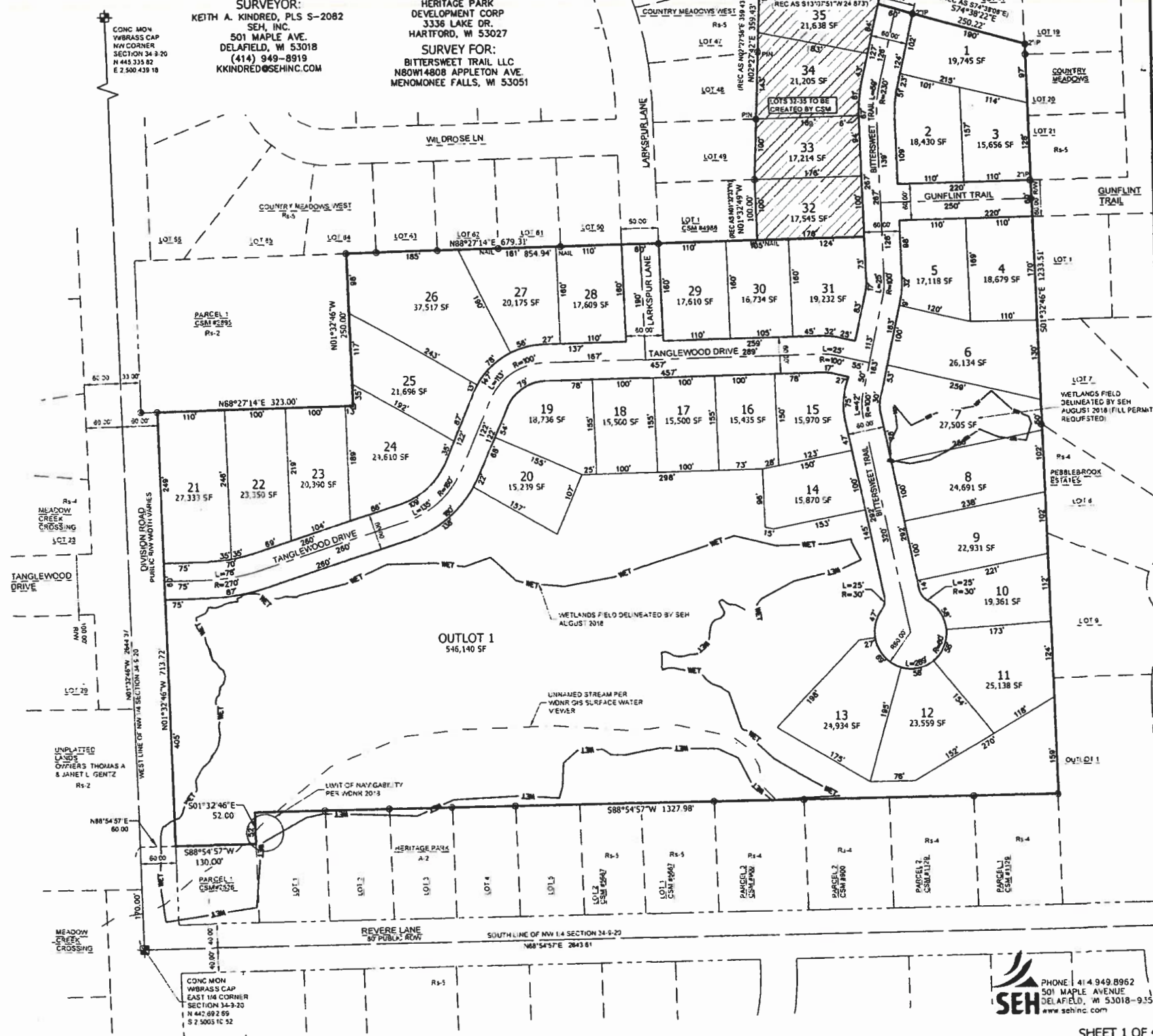
LOT DETAIL

GENERAL NOTES:

- 1) ALL EASEMENTS ARE GRANTED TO THE VILLAGE OF GERMANTOWN UNLESS OTHERWISE STATED. OUTLOT 1 IS ENCOMPASSED BY A DRAINAGE EASEMENT FOR STORM WATER FACILITIES.
- 2) EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE 1/35 FRACTIONAL OWNERSHIP IN OUTLOT 1.
- 3) WASHINGTON COUNTY SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT THEY BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY.
- 4) NO POLES, PADS, BOXES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 238.32 OF WISCONSIN STATUTES.
- 5) AREA SHOWN IS ZONE X, AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 55131 C03780, EFFECTIVE DATE NOVEMBER 20, 2013.
- 6) THE OVERALL AREA OF THIS PRELIMINARY PLAT IS 1,438,685 S.F., 32.88 AC. (FINAL PLAT WILL INCLUDE 1,359,082 S.F., 31.20 AC. THE AREA OF LOTS 32-35, TO BE CREATED BY CERTIFIED SURVEY MAP, IS 77,603 S.F., 1.78 AC.)
- 7) ALL ROADS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC.
- 8) WETLANDS DELINEATED BY SEH ON AUGUST 9, 2018.

SURVEYOR:
KEITH A. KINDRED, PLS S-2082
SEH, INC.
501 MAPLE AVE.
DELAFIELD, WI 53018
(414) 949-8919
KKINDRED@SEHINC.COM

SURVEY FOR:
HERITAGE PARK
DEVELOPMENT CORP
3336 LAKE DR.
HARTFORD, WI 53027
SURVEY FOR:
BITTERSWEET TRAIL LLC
N80W14808 APPLETON AVE.
MENOMONEE FALLS, WI 53051



I, KEITH A. KINDRED, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT IN MY PROFESSIONAL OPINION THIS PRELIMINARY PLAT IS A CORRECT REPRESENTATION OF ALL EXISTING LAND DIVISION FEATURES, AND THAT I HAVE COMPLIED WITH ALL APPLICABLE ORDINANCES IN PREPARING THE SAME.



SCALE: 1" = 100'

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE WEST LINE OF THE NW 1/4 OF SECTION 34-9-20 AS N01°32'46"W.

DISTANCES ARE COMPUTED TO THE NEAREST 0.01' AND MEASURED TO THE NEAREST 0.01'.
ANGLES ARE COMPUTED TO THE NEAREST 00'00"00.5" AND MEASURED TO THE NEAREST 00'00'05".

LOCATION MAP



NW. 1/4 SEC. 34, T.9N-R.20E

CONC MON
WIRBRASS CAP
EAST 1/4 CORNER
SECTION 34-9-20
N 44° 59' 25"
E 7° 50' 15" 32

SEH
PHONE: 414.949.8962
501 MAPLE AVENUE
DELAFIELD, WI 53018-9351
www.sehinc.com

**HERITAGE PARK NORTH SUBDIVISION
DEVELOPMENT AGREEMENT**

EXHIBIT C

LABOR & EQUIPMENT RATES

VILLAGE OF GERMANTOWN

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			

**HERITAGE PARK NORTH SUBDIVISION
DEVELOPMENT AGREEMENT**

EXHIBIT D

FINANCIALS

EXHIBIT "D"**HERITAGE PARK NORTH****Residential Single Family Subdivision**

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	\$500.00
Site & Street Grading	1.03 & 1.11	\$525,000.00
Gravel Base and Asphalt Binder Coarse	1.03	\$175,000.00
Asphalt Surface Coarse	1.03	\$60,000.00
Curb & Gutter	1.04	\$76,000.00
Walk Paths on Division Road	1.05	\$12,500.00
Sanitary Sewer System	1.06	\$455,000.00
Water System	1.07	\$400,000.00
Underground Utilities(elec, tele & cable)	1.09	\$52,500.00
Street Lights	1.1	\$15,000.00
Street Signs	1.08	\$2,000.00
Street Trees	1.11 & 2.04	\$10,000.00
Storm Water System & Ponds	1.12	\$240,000.00
Erosion Control & Landcape (turf)	1.13	\$24,000.00
SUB-TOTAL		\$2,047,500.00
DATA Conversion Fee (record drawings)	4.03	\$1,000.00 *
Improvement Review Fee:	4.03	\$29,343.75 *
Professional Fee (Attorney)	4.05	\$500.00 *
Inspection Fee Estimate (Actual based on construction time)	4.05	\$60,000.00 *
SUB-TOTAL		\$90,843.75
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (35 REC @ \$4,192 / REC)	4.02	\$146,720.00 **
Water (35 REC @ \$832 / REC)	4.02	\$29,120.00 **
Fire (35 REC @ \$171.00 / REC)	4.02	\$5,985.00 **
Police (35 REC @ \$148.00 / REC)	4.02	\$5,180.00 **
Park & Recreation (35 REC @ \$736.00 / REC)	4.02	\$25,760.00 **
Library (35 REC @ \$281.00 / REC)	4.02	\$9,835.00 **
SUB-TOTAL		\$222,600.00
TOTAL (Letter of Credit Amount)		\$2,360,943.75
* Amount to be Paid at Time of Signing of Development Agreement		\$90,843.75
** Amount to be Paid at Time of Building Permit Issuance		\$222,600.00

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

MEETING DATE: July 17, 2019

AGENDA ITEM: New Business

ITEM TITLE: Consideration of purchase- Wastewater Utility Truck - Service Body and Crane

SUBMITTED BY: Timothy K. Zimmerman- Superintendent Wastewater Utility

SUMMARY EXPLANATION:

We are presenting for your review the proposals for the Wastewater Utility Truck Service Body and Crane:

Casper's Truck Equipment	\$48,532.00
Brake and Equipment	\$48,635.00
Olson Trailer and Body	\$42,436.00

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER

RECOMMENDATION:

It is my recommendation to purchase a 2019 Knapheide 6132D5460J service body with crane as specified from Olson Trailer and Body. Funds will be distributed from account number 60-180-185-3730, Transportation Equipment. Funding for this item was approved in the 2019 capital budget for the Utility. This vehicle will replace truck 554 a 2006 GMC 3500. The existing truck has been requested by our mechanics to remain in the fleet as a shop vehicle for road emergencies. Total budget - \$78,000 + trade allowance- \$10,500.00 = \$88,500.00. Truck (approved June 5, 2019) \$44,096.00 + \$42,436.00 (Body) = \$86,532.00 - \$78,000 (budget) = \$8,532.00 to be reimbursed from Highway Budget in lieu of Trade in allowance.

COMMITTEE ACTION:

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

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

MEETING DATE: July 17, 2019

AGENDA ITEM: NEW BUSINESS

ITEM TITLE: Authorization to Pay Invoice – Kurz Industrial Solutions, Inc.

SUBMITTED BY: Timothy K. Zimmerman- Wastewater Superintendent

SUMMARY EXPLANATION:

On May 15, 2019, the mechanical seal for pump 2 at the Old Farm Lift station failed during its pump cycle. The pumps at Old Farm are of the line shaft design without a coupling between the motor and impeller. The failure of the seal allowed for raw sewage to enter the motor housing resulting in a failure of the motor windings. The attached invoice has a detailed description of all repairs made to the motor.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER___X___

RECOMMENDATION:

It is staff's recommendation to pay Kurz Industrial Solutions, Inc. invoice number S0017953.001 for the amount of \$9,873.00 And to forward this on to the full Village Board with a positive recommendation. To be paid from budget line item 60-830-530-8323 Lift Station Maintenance.

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.



www.kurz.com

EAU CLAIRE
715-874-4260 844-486-3264
Fax 715-874-4270

NEENAH
920-886-8200 800-776-3629
Fax 920-886-8201

NEW BERLIN
262-782-2400 800-242-8700
Fax 262-782-5384

**** Invoice ****

INVOICE DATE	INVOICE NUMBER
06/18/19	S0017953.001
REMIT TO 1325 McMAHON DRIVE NEENAH WI 54956	PAGE NO. 1

BILL TO VILLAGE OF GERMANTOWN
PO BOX 337
GERMANTOWN, WI 53022

SHIP TO VILLAGE OF GERMANTOWN
N122 W17177 FOND DU LAC AVE
GERMANTOWN, WI 53022

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	CUSTOMER JOB NUMBER	WHS	SALESMAN	TERMS	
10597	VBL TIM ZIMMERMAN	TIM ZIMMERMAN	5	CHRISF	DUE DATE AND CASH DISCOUNT IF APPLICABLE ARE LISTED BELOW	
SALES TICKET NUMBER	SHIP VIA		DATE SHIPPED		ORDER DATE	1 1/2% FINANCE CHARGE ADDED ON PAST DUE BALANCES
S0017953.001	PK PICK-UP		06/18/19		05/15/19	
DESCRIPTION		ORDER QTY	SHIP QTY	B/O	NET UNIT PRICE	NET AMOUNT
Motor Tag: Part No. (**) Description: 125HP LOUIS ALLIS 1190 RPM, 445HPZ frame 460 Volts AC Serial No. 7-200387003 SERVICE JOB - AC REWIND MOISTURE GOT IN, CHECK THERMISTORS ***** WITH DRIP COVER, TYPE#CJ5B ***** AC VERTICAL SOLID SHAFT ***** Scope of repairs for above referenced unit: * Complete disassembly and inspection of all parts and windings. * Meg test and surge test stator windings. * Steam cleaning of all parts. * Rewinding of the AC stator windings using class H insulation. * Apply two dips and bakes to the stator windings with solventless varnish. * Check and record rotating		1	1	0	9873.000	9873.00



www.kurz.com

EAU CLAIRE
715-874-4260 844-486-3264
Fax 715-874-4270

NEENAH
920-886-8200 800-776-3629
Fax 920-886-8201

NEW BERLIN
262-782-2400 800-242-8700
Fax 262-782-5384

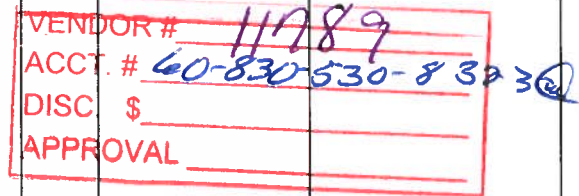
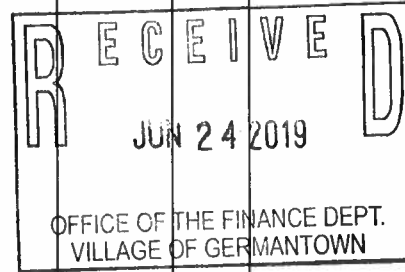
**** Invoice ****

INVOICE DATE	INVOICE NUMBER
06/18/19	S0017953.001
REMIT TO 1325 McMAHON DRIVE NEENAH WI 54956	PAGE NO. 2

BILL TO VILLAGE OF GERMANTOWN
PO BOX 337
GERMANTOWN, WI 53022

SHIP TO VILLAGE OF GERMANTOWN
N122 W17177 FOND DU LAC AVE
GERMANTOWN, WI 53022

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	CUSTOMER JOB NUMBER	WHSE	SALESMAN	TERMS
10597	VBL TIM ZIMMERMAN	TIM ZIMMERMAN	5	CHRISF	DUE DATE AND CASH DISCOUNT IF APPLICABLE ARE LISTED BELOW
SALES TICKET NUMBER	SHIP VIA	DATE SHIPPED	ORDER DATE	1 1/2% FINANCE CHARGE ADDED ON PAST DUE BALANCES	
S0017953.001	PK PICK-UP	06/18/19	05/15/19		
DESCRIPTION	ORDER QTY	SHIP QTY	B/O	NET UNIT PRICE	NET AMOUNT
assembly for balance and rebalance as required. * Check and record mechanical fits. * Metal spray and machine the worn seal surface on drive end shaft. * Bore sleeve and rebore to size the worn bearing housing diameter for the drive end bearing. * Weld and machine the worn shaft extension. * Mill new keyway(s) as required. * Straighten shaft. * Replacement of all bearings with new bearings. * Other special work performed: Replace (2)7316B bronze cage thrust bearings, & Replace (1)6216ZZ double shielded ball bearing. * Assemble, add Kurz repair plate, perform a no-load test run and perform a vibration analysis. * Email a detailed service report as to all work that was performed. Likely cause of failure: Stator windings has a grounded coil. Shaft is very scored up and is in poor condition. Shaft is also bent. Water was inside motor.					



PAYMENT IN FULL IS DUE ON 07/18/19

SUBTOTAL	9873.00
S & H CHGS	0.00
SALES TAX	0.00
AMOUNT DUE	9873.00

ALL CLAIMS FOR SHORTAGES OR ERRORS MUST BE MADE AT ONCE. RETURNS REQUIRE WRITTEN AUTHORIZATION AND ARE SUBJECT TO HANDLING CHARGES. SPECIAL ORDERS ARE NON-REFUNDABLE.



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

MEETING DATE: July 17, 2019

AGENDA ITEM: New Business

ITEM TITL Acceptance of Improvements – Gateway Crossing Sanitary Sewer –
Zilber/Super Excavators

SUBMITTED BY: Timothy Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

Super Excavators installed 1560' of 12" C-900 sewer main to serve the Zilber Development on Holy Hill Road and the new Gateway Crossing. The Utility has performed CCTV inspection of the mainline and visual inspection of the manhole structures. We find all of the installed materials to be acceptable.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

It is the recommendation of staff to accept the improvements made by Zilber/Super Excavators and begin the one year warranty period for retainage release effective 7/18/2020.

COMMITTEE ACTION:

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

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

MEETING DATE: July 17, 2019

AGENDA ITEM: New Business

ITEM TITLE: Acceptance of Improvements – Goldendale Road Phase 2 Sanitary
Sewer– Kruczek Construction

SUBMITTED BY: Timothy Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

Kruczek Construction installed 4,765' of 18" SDR-26 sewer main and 10 manhole structures to connect Gateway Crossing to Goldendale Phase 1. The Utility has performed CCTV inspection of the mainline and visual inspection of the manhole structures. We find all the installed materials to be acceptable.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER____

RECOMMENDATION:

It is the recommendation of staff to accept the improvements made by Kruczek Construction and begin the one-year warranty period for retainage release effective 7/18/2020.

COMMITTEE ACTION:

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

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

MEETING DATE: July 17, 2019

AGENDA ITEM: New Business

ITEM TITLE: Acceptance of Improvements – Goldendale Road Phase 1 Sanitary
Sewer – Advance Construction

SUBMITTED BY: Timothy Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

Advance Construction installed 2,696' of 18" SDR-26, and 57' of 8" SDR- 26 sewer main and 6 manhole structures to connect Freistadt Road to Goldendale Road Phase 2, and the J.W. Speaker campus to Goldendale Road. The Utility has performed CCTV inspection of the mainline and visual inspection of the manhole structures. We find all the installed materials to be acceptable.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

It is the recommendation of staff to accept the improvements made by Advance Construction and begin the one-year warranty period for retainage release effective 7/18/2020.

COMMITTEE ACTION:

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

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

MEETING DATE: July 17, 2019

AGENDA ITEM: New Business

ITEM TITLE: Acceptance of Improvements – JW Speaker Sanitary Sewer–
Cornerstone Plumbing

SUBMITTED BY: Timothy Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

Cornerstone Plumbing installed 1,757' of 8" SDR-35 sewer main and 5 manhole structures to connect the J.W. Speaker campus to Goldendale Road. The Utility has performed CCTV inspection of the mainline and visual inspection of the manhole structures. We find all the installed materials to be acceptable.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

It is the recommendation of staff to accept the improvements made by Cornerstone Plumbing and begin the one-year warranty period for retainage release effective 7/18/2020.

COMMITTEE ACTION:

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

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

MEETING DATE: Wednesday July 17th, 2019

AGENDA ITEM: New Business

ITEM TITLE: Hilltop Asphalt Invoice

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting payment of an invoice from Hilltop Asphalt in the amount of \$11,875 for work performed at the Village Hall parking lot. Hilltop provided labor and materials for the repaving of a section of asphalt near the Mequon Road entrance of Village Hall. The work was performed to improve drainage, traffic flow, and allow for electric to be run for the monument sign. The work has already been performed and functioning well. Scheduling of the contractor and quick turn around time made it difficult for obtaining approval prior to work being performed.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends Hilltop Asphalt in the amount not to exceed \$11,875. Funds shall be allocated from account #10-542-530-3505.

COMMITTEE ACTION:

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



Hilltop Asphalt Co., Inc.

4600 Monches Rd.
Colgate, WI 53017

Phone #

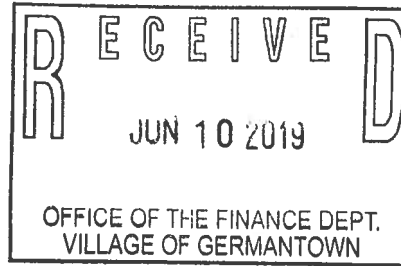
(262) 628-2205

Date

6/5/2019

Invoice #

5802



Bill To

Village of Germantown
P.O. Box 337
Germantown, WI 53022

Terms

Due on receipt

Description

Amount

Asphalt patch at city hall

11,875.00

VENDOR #	08477
ACCT. #	
DISC.	\$ 10-542-530-3505
APPROVAL	

THANK YOU FOR YOUR BUSINESS!

Terms: 1.5% interest per month will be charged on balance due over 30 days. with intent to lien.

All work is complete!



Total

\$11,875.00

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

MEETING DATE: Wednesday July 17th, 2019

AGENDA ITEM: New Business

ITEM TITLE: Concession Stand Roof Replacement – Friedenfeld Park

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is requesting authorization to replace the roof at the concession stand at Friedenfeld. \$10,000 was approved for this project in the 2019 Parks Budget (10-553-570-8100). The roof shall be a 26 gauge standing seam steel roof similar to the one that was recently installed on the Schoen Laufen pavilion. Staff solicited quotes from 3 area roofers and the results are as follows:

Murphy's Exterior Construction:	\$9,350.63
Noffke Roofing	\$12,645.00
Integrity Roofing	Declined

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends Murphy Exterior Construction in the amount not to exceed \$10,000. If approved, funds shall be allocated from Parks capital account #10-553-570-8100.

COMMITTEE ACTION:

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

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

MEETING DATE: Wednesday July 17th, 2019

AGENDA ITEM: New Business

ITEM TITLE: Change Order- Fahrner Asphalt Seal Coat Contract

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Staff is bringing to the Committee's attention that there has been a change order to the 2018 Seal Coat Contract with Fahrner Asphalt. The contract was expanded to include the micro surfacing of Willow Creek Road from Amy Belle Road to Appleton Ave. (approximately 15,500 square yards). Fahrner agreed to honor the 2018 unit price (\$2.68/ sq. yd.) for this additional work.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends approving the change order in the amount not to exceed \$45,500. Funds shall be allocated from highway account #10-542-530-3505.

COMMITTEE ACTION:

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

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

MEETING DATE: July 17, 2019

AGENDA ITEM: New Business

ITEM TITLE: Approve Contract Change Order- Dielectric Public Utilities

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

SUMMARY EXPLANATION:

The land located in the northwest corner of Holy Hill Road and Goldendale Road is being developed by Dielectric Corp. This land and the land directly north to Rockfield Road are in need of public sanitary sewer and water main due to developments currently submitted to the Village. The sanitary sewer would be an extension of the sanitary sewer currently being installed on Holy Hill Road and the water main would be extended from the newly installed water main on Holy Hill Road. Due to the sensitive time frame of these developments and the current work being performed on Holy Hill Road staff feels the best method to get this project completed within the sensitive schedule and at the best cost is to add this work to the contract with Kruczek Construction. Staff has evaluated the most recent bids received for the work publicly bid in the last year on Goldendale Road and Holy Hill Road and Kruczek's unit prices where the lowest.

Staff is aware that the proposed amount exceeds 15% of the current contract (\$468,000.00) but staff also feels that the proposed unit prices are inline or lower than previous bids for the existing ground conditions and depth of utilities proposed for this work. Staff reviewed previous bid unit prices and evaluated the current bidding market. Bedrock is within 4.5' of the ground surface and ground water is present. In addition, the contractor can complete the work to coincide with the Developers' construction schedule. This work will also supply sanitary sewer and water main to the proposed development by Dickman Development. Corp at the southwest corner of Rockfield Road and Goldendale Road.

The Village staff requested a proposal from Kruczek Construction (attached) and the unit prices for the proposed work are inline with previous bid prices and scope of proposed work. Therefore, staff recommends that the Village award the additional work to Kruczek Construction.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER XX

- Proposal
- Location Map

RECOMMENDATION:

Staff recommends that the Public Works Committee approve awarding a Change Order to Kruczek Construction in the amount of \$872,494.00 and forward, with a positive recommendation, to the Village Board for approval.

COMMITTEE ACTION:

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

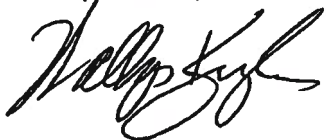
Number	Item	Unit	Quantity	Unit Price	Cost
Section 1 Sanitary (MH #14 to Proposed MH #18 on Holy Hill Rd)					
1	Rock Excavation	CY	0		0
2	15" Sanitary Sewer	LF	369	\$ 650.00	\$ 239,850.00
3	Connection to existing manhole	EA	1	\$ 6,900.00	\$ 6,900.00
4	48" Sanitary Manhole w/ outside drop	VF	22	\$ 840.00	\$ 18,480.00
	SubTotal:			\$	265,230.00
Section 2 Sanitary Sewer and Water Main (MH #18 north to end of Dielectric site/sta 17+64.6)					
1	12" Sanitary Sewer (GRBF)	LF	570	\$ 360.00	\$ 205,200.00
2	12" Sanitary Sewer (SPBF)	LF	145	\$ 161.00	\$ 23,345.00
3	8" Sanitary Lateral	LF	33	\$ 170.00	\$ 5,610.00
4	Sanitary MH (2)	VF	30	\$ 630.00	\$ 18,900.00
5	Rock Excavation	CY	530	\$ 97.00	\$ 51,410.00
6	12" PVC Water Main (GRBF)	LF	647	\$ 120.00	\$ 77,640.00
7	12" PVC Water Main (SPBF)	LF	145	\$ 75.00	\$ 10,875.00
8	Connect to existing 16" WM live tap	EA	1	\$ 8,500.00	\$ 8,500.00
9	Hydrant Assemblies	EA	3	\$ 5,800.00	\$ 17,400.00
10	8" PVC Water Service	LF	21	\$ 153.00	\$ 3,213.00
11	8" Gate Valve	EA	1	\$ 1,850.00	\$ 1,850.00
12	12" Gate Valve	EA	2	\$ 2,500.00	\$ 5,000.00
13	Rock Excavation	CY	235	\$ 97.00	\$ 22,795.00
	SubTotal:			\$	451,738.00
Section 3 Sanitary Sewer and Water Main (sta 17+64.6 to north end of property)					
14	12" Sanitary Sewer	LF	299	\$ 161.00	\$ 48,139.00
15	Sanitary MH (1)	VF	21.5	\$ 598.00	\$ 12,857.00
16	Rock Excavation	CY	620	\$ 97.00	\$ 60,140.00
17	12" PVC Water Main (SPBF)	LF	270	\$ 75.00	\$ 20,250.00
18	12" Gate Valve	EA	1	\$ 2,500.00	\$ 2,500.00
19	Rock Excavation	CY	120	\$ 97.00	\$ 11,640.00
	SubTotal:			\$	155,526.00

Note: Trench Spoils need to be hauled off for work on Holy Hill Rd Total \$ 872,494.00

Trench spoils north of Holy Hill Rd are to be cast for developer to move and place

Landscaping, Blacktop Pavement paid per Phase 2

Wally Kruczek , Vice President



VILLAGE OF GERMANTOWN

ENGINEERING DEPARTMENT

TID 8 PHASE 3 SANITARY SEWER AND WATER MAIN

PROJECT NO. 1914
PLAN OF PROPOSED IMPROVEMENTS



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

MEETING DATE: August 17, 2019

AGENDA ITEM: New Business

ITEM TITLE: Engineer Consultant Services-Extend Gateway Crossing

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

SUMMARY EXPLANATION:

Staff issued a Request for Proposal for extending Gateway Crossing to Rockfield Road to raSmith and Pinnacle Engineering Group to include the design of sanitary sewer, water main, storm sewer, grading and roadway. These two firms were approached due to their familiarity of the current work in the immediate area. Pinnacle designed the Zilber (Gateway Crossing) public improvements and raSmith has been involved with the design of the sanitary and water main extended from Freistadt Road.

The bids received are as follows;

- Pinnacle Engineering; \$19,600.00
- raSmith; \$ 9,760.00

raSmith noticed a few missing items in the request and submitted an add-on of \$2,400.00 which included: 1) complete bid documents including front end contracts, proposals and special provisions, 2) DNR, SEWRPC and MMSD permitting and 3) assist with bid questions and preparation of final contract documents and copies.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- Engineering Services Proposals

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee to approve entering into a contract with raSmith in the amount of \$12,160.00 for designs services as outlined in their proposal.

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.



PINNACLE ENGINEERING GROUP

5/29/2019

Larry Ratayczak
Director of Public Works
Village of Germantown
N112 W17001 Mequon Rd.
Germantown, WI 53022

PROPOSAL

\$19,600

Plan | Design | Deliver

www.pinnacle-engr.com

Re: **PROPOSAL FOR PROFESSIONAL SERVICES**
Gateway Crossing | Germantown, WI
PEG Job No. 1296.00-WI

Dear Mr. Ratayczak,

Pinnacle Engineering Group is pleased to submit this proposal for Professional Services. Our proposal is based on our understanding of the project scope through the information that you have provided and our initial investigation. The Scope of Services provides a detailed analysis of the tasks that we anticipate to complete in the preparation of site investigations, planning, construction documents, permitting, coordination, and construction services.

The fee estimate is based on the current conceptual layout which addresses the anticipated improvements for the roughly **1,475 lineal feet of watermain and sanitary sewer along Gateway Crossing** in Germantown Gateway Corporate Park.

We look forward to working with everyone involved with this project. We would be pleased to discuss the scope items and fee estimate in detail, if you have any questions.

Project Background

The proposed extension of Gateway Crossing will serve to provide site access, water and sanitary sewer services to Phase II of the business park. The intent of the Engineering Consultant contract is to include necessary items to support the design, permitting, approval, and construction of the proposed Gateway Crossing extension. It shall be explicitly understood that this Proposal does NOT include any provisions for Land Acquisition Negotiations nor any type of Legal Fees. Additionally, this proposal assumes that permit fees from Authority's Having Jurisdiction (AHJ) shall be paid directly by Client and this proposal assumes the project will not have phased construction.

CONSTRUCTION DOCUMENTS

Gateway Crossing Utilities Plan: The plans will include sanitary sewer and watermain from the end of the Phase I utilities to W. Rockfield Rd. These plans will be plan and profile sheets drawn to a 1"=20' horizontal and 1"=4' vertical scale in accordance with the Village of Germantown standard plan format. PEG has anticipated 1,475 lf of public water and sanitary sewer. PEG will also prepare standard detail sheets, specifications, quantities, attend design review meetings, and an opinion of probable construction cost. The plans will reference the future grades anticipated for finished floor elevations for buildings in Phases II and III and the future profile grade of Gateway Crossing.

Gateway Crossing Roadway Plan: The plans will include roadway geometry, grading, storm sewer, and erosion control from the end of Germantown Gateway Corporate Park Phase I to W. Rockfield Rd. These plans will be plan and profile sheets drawn to a 1"=20' horizontal and 1"=4' vertical scale in accordance with the Village of Germantown standard plan format. PEG has anticipated **1,475 lf of new roadway**. PEG will also prepare standard detail sheets, specifications, quantities, attend design review meetings, and an opinion of probable construction cost. The plans will reference the future grades anticipated for finished floor elevations for buildings in Phases II and III and the future profile grade of Gateway Crossing.

Project Specifications: General specification notes for erosion control, roadway, and site utilities will be included on the Detail and Notes Sheet along with applicable construction details. Specifications will be referenced to the "Standard Specifications for Sewer and Water Construction in Wisconsin," the "State of Wisconsin Standard Specifications for Highway and Structure Construction," and the applicable municipal code(s).

*Required Std. Gtown Bid Spec.
and Plans +\$*

LAND SURVEY

Plat of Survey with Topographic Data: The CONSULTANT will utilize the existing survey that was collected as part of Phase I.

CONSTRUCTION SERVICES

This proposal does not include any construction services. If construction services are required a change order will be submitted at that time.

General Project Understanding:

1. The Village will coordinate site access and notification of all adjacent landowners involved in the project.
2. Printing, plotting and reproduction costs, including mailing, distribution expenses and administration labor associated with the listed reimbursables are considered a direct reimbursable expense and are not included in the above fees. All reimbursables will be invoiced referencing "Task B – Reimbursable Expenses".
3. Permit fees will be paid directly by the Client/Owner at the time of permit application submittal.
4. Drawings will be prepared in AutoCAD format in accordance with plan standards developed by PEG.
5. This proposal does not include services beyond design unless specifically noted herein. After Construction Documents are approved by the Village of Caledonia, supplemental design and/or modifications will be addressed and invoiced on a time and materials basis. Revisions to the contract will be presented to the Client and approved via Authorization to Proceed documentation.
6. PEG takes no responsibility for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items that may exist on the property. The utility locations are limited to the public utilities based upon plans readily available from the municipality and private underground utilities marked in the field by "Digger's Hotline." If additional utilities are known to exist on the property, the Client will provide existing plans of other utilities serving the site that otherwise cannot be located by a visual inspection of the property or of which the surveyor would have no knowledge. The existing utilities are shown for informational purposes only and are not guaranteed to be accurate or all-inclusive.

Additional Services:

The following categories of work are Additional Services. These services are not included as part of Basic Services unless specifically referenced therein. If CLIENT wishes PEG to perform any of the following Additional Services, CLIENT shall so request in writing, and if agreed by PEG in writing, PEG shall perform or retain others to provide such services. PEG will be paid based on the PEG'S then current hourly rates, or based on a supplemental agreement between PEG and CLIENT. Additional services for the project include, but are not limited to the following:

- Services due to changes in scope of the project.
- Services to verify the accuracy of drawings furnished by CLIENT or other consultants to the CLIENT.
- Services resulting from conditions inconsistent with previously supplied information, or unknown, concealed and unobservable conditions.
- Revising studies, reports and design documents which have been previously approved by the CLIENT and/or municipality or other governmental agencies.
- Services requiring out-of-town travel.
- Revisions and/or modifications to engineering plans or survey documents due to changes in building structure type, site plans, architectural plans, or site conditions.
- Serving as a consultant or witness for the CLIENT in litigation, arbitration, or other legal or administrative proceedings involving the project.
- Providing pavement thickness design.
- Providing permit submittals in addition to those specifically listed.
- Providing engineering design and/or construction phase services for unforeseeable, unusual or unanticipated offsite improvements required by the local municipality, other

- governmental agencies, or necessary to the project development.
- Multiple, phased engineering plans requiring quantity summaries, cost opinions, and permit applications on a phased basis, beyond that referenced as specifically included.
- Joining plans for concrete pavement and walkways.
- Grading design (other than typical transitional grading) beyond property lines, including offsite detention basin design).
- Design of "dry utilities" (i.e. gas, phone, electric, and cable, etc.)
- Design of "public" infrastructure outside of the scope specifically listed herein.
- Marketing plans.
- Landscape and/or irrigation plans.
- Any structural elements requiring the knowledge, expertise or stamp of a licensed structural engineer, or any structural retaining walls necessary due to grading or site conditions.

- Preparation of documents, negotiations, or other services associated with acquiring any offsite easements, additional right-of-way from other property owners, etc.
- Providing services related to dam safety analysis and/or permit applications, conditional letters of map revision, letters of map revision, or flood plain approvals.
- Providing traffic studies or construction contract documents for traffic control devices (signals, etc.).
- Design of footbridges, observation decks, recreational facilities, etc. for park/open space areas.
- Preparation of any special documents for CLIENT'S use in obtaining financing for the project.
- Recording of any documents.
- Water Main and/or Sanitary Sewer Service Design.

Cost to Complete Scope of Services:

PEG will provide the services in exchange for compensation of the lump sum fee below. Additional services will be provided at PEG's Hourly Rate Schedule. The hourly rates indicated on the attached Standard Rate Schedule are subject to change on an annual basis.

Proposed Fee: \$19,600.00

Authorization:

Please indicate your acceptance of this proposal by returning a set of the contract documents to PEG, including the following:

- Professional Services Proposal [3 pages] – Signed & Dated
- Standard Rate Schedule [1 page] – Signed & Dated
- Consultant Agreement [2 pages] – Signed & Dated

If you have any questions about the information presented within, please do not hesitate to contact us. The fees listed herein are valid for 60 days from the date of this proposal.

Sincerely,



PINNACLE ENGINEERING GROUP

Adam R. Artz, P.E. (WI, ND, IL)
Senior Project Manager | Principal

VILLAGE OF GERMANTOWN (Client) Acknowledgment of Proposal:

Printed Name	Signature	Date

SECTION 2 – STANDARD RATE SCHEDULE

Effective Thru Project Duration

Design Classification	Straight-Time Rates	Over-Time Rates
1 Principal	\$160	\$160
2 Senior Project Manager	\$150	\$150
3 Project Manager	\$145	\$145
4 Associate Project Manager	\$140	\$140
5 Senior Project Engineer	\$135	\$135
6 Project Engineer	\$120	\$120
7 Staff Engineer	\$100	\$100
8 Senior Engineering Technician	\$75	\$90
9 Engineering Technician	\$70	\$80
10 Landscape Architect	\$100	\$100
11 Natural Resources Specialist	\$120	\$120
12 Water Resources Engineer	\$120	\$120
13 Professional Land Surveyor	\$110	\$110
14 Surveying Drafter	\$95	\$110
15 Survey Field Crew (Crew Chief only)	\$110*	\$130*
16 Survey Field Crew (Crew Chief & Tech)	\$150*	\$175*
17 Project Coordinator	\$75	\$85
18 Administrative Staff	\$50	\$60
19 Finance/Audit Accountant	\$110	\$130

* Excludes survey equipment that will be charged separately.

Expert witness services, including trial preparation, depositions and court appearances will be charged at 1.5 times the above rates.

Equipment Expenses

Survey Equipment (GPS Instrument & Equipped Truck)	\$350/day
Survey Equipment (Robot Instrument & Equipped Truck).....	\$350/day
Survey Equipment (Total Station & Equipped Truck)	\$250/day
Field Equipment (Auto Level).....	\$250/day
Personal All Terrain Vehicle (ATV) & Trailer.....	\$50/day
Multi-Person All Terrain Vehicle (ATV) & Trailer.....	\$100/day
Company Vehicle	\$75/day
Company Job Trailer.....	\$50/day
Company Computer & Printer/Fax/Scanner	\$15/day
Company Level & Rod.....	\$10/day
Employee Mileage.....	\$0.75/mile
Travel Per Diem (Housing, Meals & Incidental Expenses)	IRS Allowances

Direct Expenses

Direct expenses incurred on the client's behalf are charged at our cost plus 10%. Such items include, but are not limited to, equipment rental, subsistence, printing and reproduction, transportation and travel charges and any special equipment or fees unique to the project. Professional subconsultant fees are charged at our cost plus 15%. Automobile mileage will be charged at \$0.75. Direct Expenses are due immediately upon receipt of invoice.

Agreement for Professional Services



PROJECT: Germantown Gateway Corporate Park Gateway Crossing Extension | Village of Germantown, WI (PEG Job. 1296.10A-WI)

CONSULTANT:

Pinnacle Engineering Group, LLC
15850 W. Bluemound Rd | Suite 210
Brookfield, WI 53005

CLIENT: LARRY RATAYCZAK

Village of Germantown
N112 W17001 Mequon Rd
Germantown

SCOPE EXECUTION:

CONSULTANT will perform/provide professional services for the PROJECT on behalf of the CLIENT, according to the TERMS AND CONDITIONS contained within this AGREEMENT and as defined within the attached PROFESSIONAL SERVICES PROPOSAL, dated 05/29/2019, in exchange for the stated fee that shall be the provided in accordance with the payment terms specified herein.

CLIENT may request CONSULTANT to provide additional services in exchange for additional compensation. CLIENT shall compensate CONSULTANT according to CONSULTANT'S HOURLY RATE SCHEDULE in effect at the time of CLIENT's request. CONSULTANT'S additional services will be provided according to the TERMS AND CONDITIONS contained within this AGREEMENT in exchange for the additional compensation provided in accordance with the payment terms specified herein.

TERMS AND CONDITIONS:

1) Payment, Billing, and Retainer: The CLIENT shall pay the CONSULTANT for all services, reimbursable expenses, and equipment charges in accord with this Agreement and as designated in the PROFESSIONAL SERVICES PROPOSAL enhancing this AGREEMENT. Invoices for services, reimbursable expenses, and charges will be submitted at the CONSULTANT'S discretion, most commonly either upon completion of such services or on a monthly interval basis, and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and CONSULTANT may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall the pay cost of collection, including all reasonable attorneys' fees. Any invoice inquiries or disputes must be made within 30 days of the invoice date.

In the event Client disputes an amount identified in any invoice, only that disputed portion may be withheld from payment, and the undisputed portion must be paid. The Client shall promptly furnish Consultant with a written statement identifying the nature of the dispute and all information relative to it before payment would otherwise be due.

Prior to providing services, the CLIENT shall deposit a retainer of \$ 0.00 with the CONSULTANT. Retainers shall be credited on the final invoice.

2) Indemnification: To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, its officers, directors, partners, and employees, from and against any and all costs, losses, and damages to the extent caused by the negligent acts or omissions of Client, or its officers, directors, partners, employees, contractors, construction managers, or other consultants Client retains, with respect to this Agreement or the Project.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, its officers, directors, partners, and employees, from and against any and all costs, losses, and damages to the extent caused by the negligent acts or omissions of Consultant, its officers,

directors, partners, employees, and consultants, in the performance and furnishing of Consultant's services under this Agreement.

Neither the CLIENT nor the CONSULTANT shall be obligated to indemnify the other party in any way whatsoever for the other party's own negligence.

3) Information for the Sole Use and Benefit of the CLIENT: All opinions and conclusions of the CONSULTANT, whether written or oral, and any plans, specifications or other documents and services provided by the CONSULTANT are, except as hereinafter provided, for the sole use and benefit of the CLIENT and are not to be provided to any other person or entity without the prior written consent of the CONSULTANT. All documents produced by the CONSULTANT under this Agreement are instruments of the CONSULTANT'S professional service for use in the project for which the CONSULTANT was retained. These documents may not be used by the CLIENT for any other purpose without the prior written consent of the CONSULTANT. If written consent to reuse the documents is given by Consultant, any reuse of the documents will be at CLIENT'S sole risk, and without liability or legal exposure to CONSULTANT. CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

4) Certifications, Guarantees and Warranties: CONSULTANT makes no warranty, either express or implied, with respect to its services. The CONSULTANT shall not be required to execute any document that would result in the CONSULTANT certifying, guaranteeing or warranting the existence of any conditions. The CONSULTANT will render services in accordance with a manner consistent with the level of care and skill ordinarily exercised by others in this profession in the same jurisdiction.

5) Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT'S total liability to the CLIENT for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the face amount of professional errors and omissions insurance coverage the CONSULTANT is required to carry under this Agreement (as more fully set forth in Section 9) hereof. Such causes include, but are not limited to, CONSULTANT'S

negligence, errors, omissions, strict liability, or breach of contract.

6) Dispute Resolution: In the event of a dispute under this Agreement, CLIENT shall notify CONSULTANT within ten (10) days of the date said dispute first arises. Any claims or disputes between the CLIENT and the CONSULTANT arising out of the services provided, or to be provided, by the CONSULTANT or out of this Agreement shall be submitted to non-binding mediation.

7) Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder upon giving the party at least seven (7) days prior written notice. In the event of termination, the CLIENT shall pay the CONSULTANT for all services rendered to the date of termination, all expenses incurred prior to termination, and reasonable termination services and expenses incurred to terminate this Agreement.

8) Post Commencement Hold/Delay Notification: CLIENT notification to CONSULTANT to hold/delay professional services shall result in automatic termination of project schedule requirements. CONSULTANT will determine a reasonable stopping point to avoid unnecessary loss of work, and stop any and all activities prior to the determined stopping point. Unless specifically directed by the CLIENT, the stopping point shall be within two (2) business days of the hold/delay notification. CONSULTANT shall be compensated on a time and material basis for services and expenses exhausted for the purposes of preparing the project to be delayed.

If recommencement of professional services following a hold/delay occurs less than 30 days, the contracted amount shall automatically be adjusted to reflect the added delay preparation services. If recommencement of professional services following a hold/delay occurs more than 30 days, but less than 90 days, CONSULTANT reserves the right to adjust the original contract amount with an increase reflecting up to 50% of the CONSULTANT'S charge for services and expenses exhausted prior to the hold/delay notification AND the added delay preparation services. If recommencement of professional services following a hold/delay occurs more than 90 days, the CONSULTANT reserves the right to adjust the original contract amount with an increase reflecting up to 50% of the CONSULTANT'S charge for services and expenses exhausted prior to the hold/delay notification AND the added delay preparation services AND solely reserves the right to terminate continuation of services.

9) Insurance Coverage: The CONSULTANT and any design engineer subconsultants working for the CONSULTANT on the CLIENT'S project shall, at their sole cost, carry the following policies of insurance during the term of their services and as otherwise provided herein.

- a) Professional errors and omissions insurance in the amount of at least One Million Dollars (\$1,000,000).
- b) Worker's Compensation Insurance in amounts required by law.
- c) Commercial general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate with completed operations coverage of One

Million Dollars (\$1,000,000) in the aggregate.

d) The CONSULTANT will provide a copy of confirmation of said coverages upon the request of the CLIENT.

10) Access to Site: Unless otherwise stated, the CONSULTANT will have access to the site for activities necessary for the performance of the services. The CONSULTANT will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

11) Assignment: This Agreement shall not be assigned in whole or in part by either party without the written consent of the other.

12) Entire Understanding of Agreement: This Agreement and its exhibits represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, matter or description whatsoever, made by either party to the other except expressly set forth herein.

13) Force Majeure: Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

14) Hazardous Materials: It is acknowledged by both parties that CONSULTANT'S scope of project does not include any services related to any hazardous, toxic or dangerous materials, chemicals, pollutants or contaminants, including but not limited to, asbestos, mold, fungi, and/or bacteria. In the event of discovery of any hazardous, toxic or dangerous materials, chemicals, pollutants or contaminants, CONSULTANT shall have no liability related thereto, including but not limited to damages arising from their presence, existence, remediation, abatement and/or removal.

15) Notices: Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the first page of this Agreement and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

16) Severability: If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

17) Applicable Law: This Agreement shall be interpreted and enforced in and according to the laws of the State of Wisconsin.

18) Modifications: Any modifications to this Agreement must be done in writing and with the agreement of both the CLIENT and CONSULTANT.

AUTHORIZATION:

This AGREEMENT in its entirety, including the referenced PROPOSAL FOR PROFESSIONAL SERVICES and CONSULTANT'S HOURLY RATE SCHEDULE are agreed upon:

Consultant

Authorization:

Pinnacle Engineering Group, LLC

Donald R. Hoeft

Chief Financial Officer

Signature _____ Date _____
Special Instructions:

Client Authorization:

Village of Germantown

Printed Name

Title

Signature

Date





CREATIVITY BEYOND ENGINEERING

Village of Germantown
N112 W117001 Mequon Road
Germantown, WI 53022
Attn: Larry Ratayczak
Director of Public Works

R.A. Smith, Inc.
W62 N588 Washington Avenue, Suite 201
Cedarburg, WI 53012-2074
(262) 781-1000 | rasmith.com

June 17, 2019

Re: Gateway Crossing Extension
Proposal for Professional Services

Dear Mr. Ratayczak:

Thank you for this opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the Services Not Included, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

- I. PROJECT NAME: Gateway Crossing Extension
- II. DESCRIPTION OF SERVICES TO BE PERFORMED:

Gateway Crossing is proposed to be extended from its current terminus to Rockfield Road, approximately 1,475'. This will provide sewer and water service along with site access to the next phase of the business park. In order to assist with this extension we will provide the following scope of services:

- 1) Sanitary sewer and Watermain design, from the current terminus, extending north approximately 1,475', to Rockfield Road. Plans will follow Germantown format, similar to the plans we have recently completed for the phase 1 development. Design plans and services will include details, cost estimate, and bid quantities.
- 2) Roadway and storm sewer design, from the current terminus, extending north approximately 1,475', to Rockfield Road. Plans will follow Germantown format, be on separate sheets from the sewer and water, at 1"=20' horizontal scale. Plans and tasks will include details, cost estimates and bid quantities. Storm sewer sizing will be based upon future developed conditions and are included in this scope.
- 3) We will provide a topographic survey from the terminus of the existing phase to Rockfield road, approximately 150' in width. This will include all topographic features, including as-builts of the structures being connected to and the limits of the mass grading adjacent to the roadway.
- 4) We will attend 2-3 design meetings during the development of the plans and provide plan updates for each of the meetings.

III. COMPLETION SCHEDULE:

Upon notice to proceed we will schedule a kick-off meeting within two weeks and have the survey completed prior to kick-off meeting (which includes a 10 day diggers locate). We will develop preliminary and then final plans for bidding with the intent of bidding this fall.



Larry Ratayczak, Village Director of Public Works
Page 2 / June 17, 2019

IV. PROFESSIONAL FEES:

The above-described services will be provided for on a time and expense, not to exceed basis. Fees will be invoiced monthly as the project proceeds.

We estimate our fee to be \$9,760.

Usual and customary expenses such as mileage, postage, delivery, printing, telephone charges and applicable taxes are not included in the above fee, and will be invoiced at cost.

We will bill you monthly with an itemized statement for the time and expenses incurred on the project.

V. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal.
- B. The Owner shall provide a hard copy of the stormwater management plan and mass grading plan for the entire development, along with the certified survey map of the land division and any other existing data pertinent to the proposed project. Verification of information provided by others is not a part of the Scope of Services; therefore any problems arising out of the use of such information shall not be the responsibility of R.A. Smith, Inc.
- C. We will utilize previous borings or information obtained during construction of phase 1, provided by the owner, to determine bedrock elevations, if any. While soil borings are not included, we strongly recommend that the Owner undertake a geotechnical investigation of the proposed extension limits, unless they were previously taken. We assume no responsibility for any problems associated with undetermined soil conditions.
- D. Construction services are not included with this proposal.
- E. There are no navigable streams or wetlands present in the project area nor is there any flood plain involvement on the project.
- F. There is no sewage lift station or water supply booster station or tower required on the project. Proposed water mains are not located in multiple pressure zones.
- G. Owner shall pay for any and all review and permit fees. Payment of fees to various agencies for plan reviews and other reasons may be necessary throughout the course of this project. Timely remittance of those fees to us is very important, since agencies will not accept review packages without the required fees. The project could be delayed significantly if submittals are not received when needed.
- H. After work has commenced, any revisions requested by the Owner, Developer or Architect, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.
- I. Proposed estimates/fees and completion schedules for projects requiring field surveying or other outside work are based on weather conditions, particularly snow cover, at the date of offer. Changes in said conditions may result in adjustments to said estimates/fees and schedules and may cause degradation of topographic detail.



Larry Ratayczak, Village Director of Public Works
Page 3 / June 17, 2019

- J. The intent is to bid this project in the fall for late fall or winter construction.
- K. We will utilize the mass grading plans and development plans from phase 1 for setting preliminary profile and centerline elevations. We will utilize the as-built survey to set the final profiles.
- L. The above scope does not include final bid documents or public bidding assistance, nor obtaining DNR, SEWRPC and MMSD permits. However these will be provided and included in the above services for approximately \$2,400.

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.

We look forward to a very successful project!

Sincerely,
R.A. Smith, Inc.

A handwritten signature in black ink, appearing to read 'Troy Hartjes', with a long horizontal line extending to the right.

Troy Hartjes, P.E.
Senior Project Manager

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.
W62 N588 Washington Avenue, Suite 201
Cedarburg, WI 53012-2074
Project Manager
Title

PROFESSIONAL

By: Troy Hartles

Date: July 11, 2019

PROJECT: Gateway Crossing Extension

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

Company Name
Street
City, State, Zip

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: _____

STATUS OF PROJECTS

July 17, 2019

- 1) Goldendale Road_Ph 1 Sanitary & Water; Sanitary and Water is complete, road has been paved with binder coarse of asphalt from Freistadt Rd to 25 feet south of the railroad tracks. Turf restoration is complete. Punch list items remain.
- 2) Goldendale Road/Holy Hill Road Sanitary Sewer Ph 2; Sanitary sewer is Complete. New road crossing culverts have been installed. Pavement and turf restoration to begin week of July 22, 2019
- 3) Goldendale Road/Holy Hill Road Water Main Ph 2; installation and pressure testing is complete, system is on-line, turf restoration during completed from Freistadt Rd to RR tracks. Remaining to start week of July 15, 2019.
- 4) Design of future sanitary sewer and water main to the NW corner of Holy Hill Road and Goldendale Road is complete. Site of new Dielectric facility in 2019. Change Order for work presented to PWHC on July 17, 2019
- 5) NE Interceptor (sanitary sewer) project was bid on May23, 2019 with Minger Construction read low. Contract was awarded to Minger Construction. This serves the Wrenwood Development Area.
- 6) Speaker Corp sanitary and water is complete; connected to Village water and sanitary sewer systems, Wastewater Utility has performed video test of sanitary sewer for final acceptance
- 7) Booster station pump and associated water main have been installed, tested and placed in service. Pump is connected to Fire pump at Briggs via radio telemetry. Fire Flow tests where performed and past stringent requirements of NFPA at Briggs Facility. Submittal to PSC for Booster Station/Pressure Reducing Station has been sent
- 8) Design of Holy Hill Road reconstruction plans have not been started. RFP for Engineering Firm in July 2019
- 9) Application to the WIDNR for the new well site in TID #8 (SE corner of Gateway Crossing & Rockfield Road) has been submitted. WIDNR has approved the New Well #12 site.
- 10) Water Tower design is in progress, 500,000 gal capacity. Formal submittal sent to PSC.

- 11) Design to extend sanitary sewer to the East side of Goldendale Road and to Rockfield Rd area are complete. Overall sanitary Sewer system designed for the area bounded by Townline Rd, Freistadt Rd, east of Goldendale Rd @ Holy Hill Rd and to areas north of Rockfield Rd
- 12) CIPP (pipe lining) project bid on April 4, 2019. Contracts are executed pre-construction meeting to be held in July with Lanzo Technologies.
- 13) Park Avenue Reconstruction; Work was started on July 10, 2019 with pavement milling, tree removal to start July 12, 2019 and utility construction to begin July 15, 2019.
- 14) PP/II project--direction from MMSD received regarding approved materials for lining laterals. DPW & Engineer will send out RFP to selected Engineering firms in July 2019
- 15) Sidewalk on Hilbert Dr north of Squire Dr—Plans are complete estimate to construct summer of 2019
- 16) Sanitary Sewer and Water Main for the Dielectric site will start in early August.
- 17) Wrenwood Development_ Ph #1 to start grading with utilities to follow in mid-July 2019
- 18) Zilber Buildings #2 & #3 have started, Zilber #3 has an occupant so it will be completed first with #2 closely behind
- 19) Traffic Coordination Project on County Line Road (CTH Q); This is the coordination of the traffic signals from Division Rd to Appleton Ave. Work (after nearly 6 years) is near completion, waiting for new controllers from WIDOT to arrive and be installed. This is a group effort between the Village of Germantown, Village of Menomonee Falls and the Wisconsin Department of Transportation.
- 20) 2019 Road Improvement project has started with the replacement of road crossing culvert on Lilac Lane, Depport Rd and Holy Hill Road. Paving schedule to start end week of July 15, 2019.