

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

*****SPECIAL*****

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **MONDAY, November 2, 2020** ***6:00 P.M.***
Immediately following the Public Safety Committee Meeting but not before 6:30 p.m.

LOCATION: **Germantown Village Hall Board Room**

NOTICE: Pursuant to the current recommendation of the Centers for Disease Control and Prevention limiting the size of public gatherings, capacity within the Board Room will be limited. Members of the body and citizens may also attend the meeting virtually through the WebEx platform, Meeting #: 126 929 5388 Password: AgXFuXT2r46 which can be accessed by phone at 408-418-9388 or by logging on <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m2e06fbcff51af235ca9cf4499a6b85be>

Citizens wishing to view the meeting are encouraged to watch the live broadcast of the meeting through Channel 25 on Spectrum cable. Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@village.germantown.wi.us by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

- 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 Hudson, Miller, and Zabel
- III. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- IV. **NEW BUSINESS:**
 - A. Public Utility Easements – Moldmakers Investments, LLC
 - B. Developer Agreement – Moldmakers Investments, LLC
- V. **ADJOURNMENT:**

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

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

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

MEETING DATE: November 2, 2020

AGENDA ITEM: New Business

ITEM TITLE: Public Utility Easement Approval

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

SUMMARY EXPLANATION:

MOLDMAKERS INVESTMENTS, LLC has requested the approval of two (2) public utility easements.

The first easement is a 30' general utility easement covering the remaining existing sanitary sewer and water main facilities located within the Moldmakers Way right of way that will be vacated as part of their expansion project.

The second easement is a 20' water main easement for a new water main to be installed on their property along the west and south side of the property.

The easement documents and exhibits are attached.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_ X

RECOMMENDATION:

Staff recommends the approval of the easement documents as specified above.

COMMITTEE ACTION:

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

Document Number	30' Public Water/Sewer Main Easement
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This space reserved for recording data:

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

This Public Water/Sewer Main Easement (the "Easement") is made by and between MOLDMAKERS INVESTMENTS, LLC, and the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation ("Grantee"), as of the date signed by Grantor set forth below.

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

LEGAL DESCRIPTION

A 30.00' easement being part of vacated Moldmaker's Way in Certified Survey Map No. 4408, in the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 9 North, Range 20 East, Section 20, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of Lot 3 of said Certified Survey Map No. 4408, also being the south line of Fulton Drive; thence South 89°50'05" West, 601.74 feet along said south line to the point of beginning; thence South 2°36'54" East, 350.21 feet; thence South 87°14'43" West, 30.00 feet; thence North 2°36'54" West, 351.57 feet to aforesaid south line; thence North 89°50'05" East, 30.03 feet along said south line to the point of beginning.

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

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

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

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

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

- (1) The land will only be put to uses consistent with this easement such as lawn areas, driveways and small and easily movable structures that will not interfere with access to facility or its appurtenances, with the exception of item (3), below.
- (2) No obstruction of access to the facility or its appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection,

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

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

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

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

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

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2020.

Printed Name

Title

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

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2020 , the above named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

-Commission Expires _____

CONSENT OF MORTGAGEE:

_____ of Associated Bank , mortgagee of Tax Key # GNTV 201-980 , do hereby consent to the described water main easement by MOLDMAKERS INVESTMENTS, LLC, owner of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby submits its mortgage described above to the described easement.

WITNESS the hand and seal of said mortgages this _____ day of _____, 2020.

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Personally came before me this _____ day of _____, 2020, the above named, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public,
State of _____

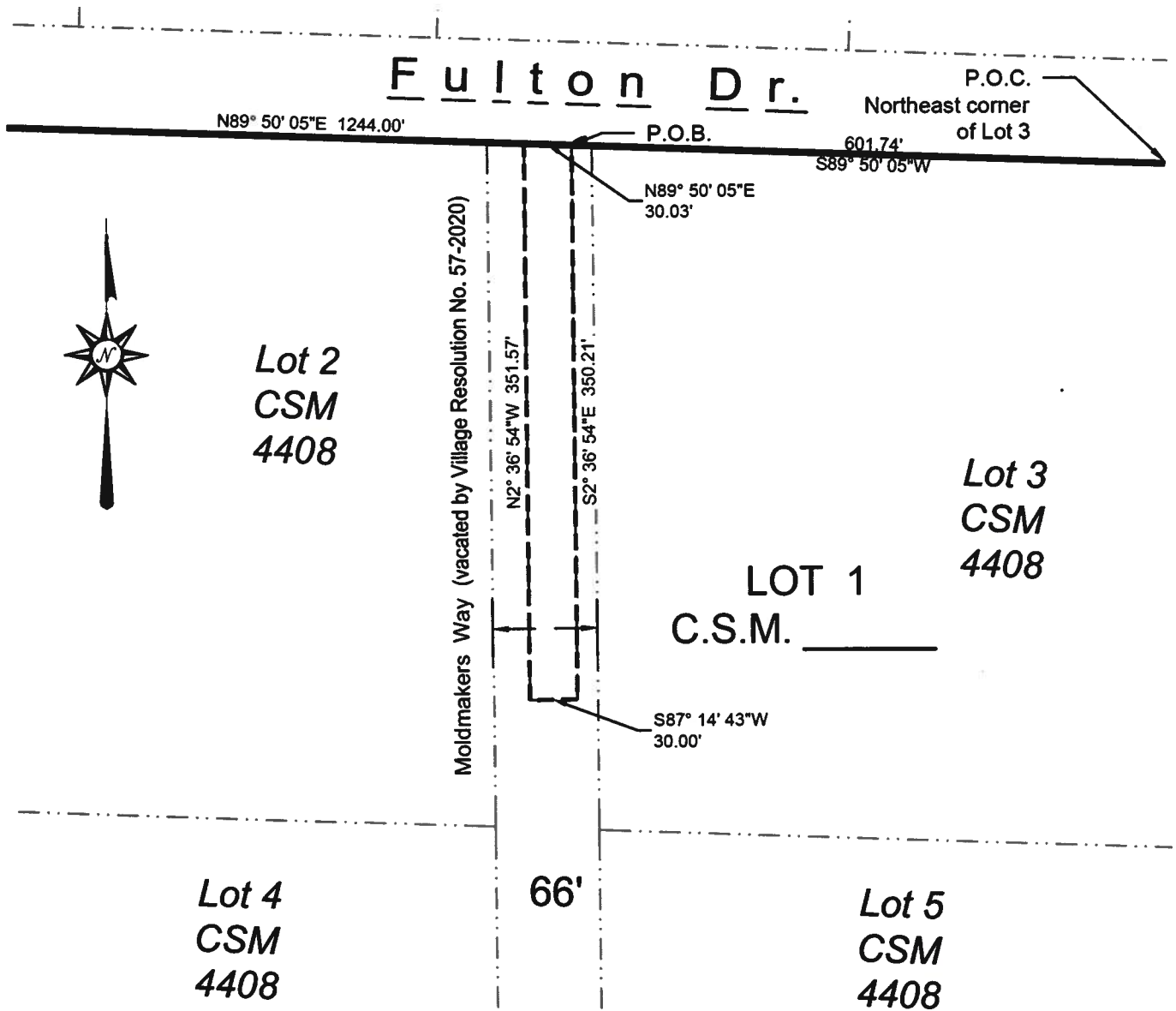
My commission expires _____

VILLAGE OF GERMANTOWN ACCEPTANCE

ACCEPTED BY The Village of Germantown on _____, 2020

_____, 2020
Dean Wolter - Village President

_____, 2020
Deanna Braunschweig- Village Clerk



THE SIGMA GROUP
 Single Source. Sound Solutions.
 www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-643-4200
 Fax: 414-643-4210



PROJECT NUMBER 19349 DRAFTED BY BMR 9-30-2020

Exhibit _____

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

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

This Public Water Main Easement (the "Easement") is made by and between MOLDBMAKERS INVESTMENTS, LLC, and the VILLAGE OF GERMANTOWN, a Wisconsin municipal corporation ("Grantee"), as of the date signed by Grantor set forth below.

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

LEGAL DESCRIPTION

A 20.00 foot wide easement being part of Lots 2, 4 and 5 and part of vacated Moldmaker's Way in Certified Survey Map No. 4408, in the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 9 North, Range 20 East, Section 20, Village of Germantown, Washington County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of Lot 4 of said Certified Survey Map No. 4408, also being the south line of Fulton Drive; thence North 89°50'05" East, 80.46 feet along said south line to the point of beginning; thence South 0°02'40" East, 102.80 feet; thence South 6°52'51" East, 613.56 feet; thence South 2°39'34" East, 79.84 feet; thence South 47°39'34" East, 23.27 feet; thence North 89°53'44" East, 1106.94 feet to the west line of Maple Drive; thence North 0°06'16" West, 20.00 feet along said west line; thence South 89°53'44" West, 408.77 feet; thence North 0°06'16" West, 13.28 feet; thence South 89°53'44" West, 20.00 feet; thence South 0°06'16" East, 13.28 feet; thence South 89°53'44" West, 358.39 feet;

thence North 0°06'16" West, 8.31 feet; thence South 89°53'44" West, 20.00 feet; thence South 0°06'16" East, 8.31 feet; thence South 89°53'44" West, 292.01 feet;

thence North 47°39'34" West, 7.21 feet; thence North 6°52'51" West, 347.83 feet; thence North 83°07'09" East, 15.12 feet; thence North 6°52'51" West, 20.00 feet; thence South 83°07'09" West, 15.12 feet; thence North 6°52'51" West, 245.27 feet; thence North 0°02'40" West, 24.88 feet; thence North 89°57'20" East, 10.58 feet; thence North 0°02'40" West, 20.00 feet; thence South 89°57'20" West, 10.58 feet; thence North 0°02'40" West, 56.77 feet to the south line of Fulton Drive; thence South 89°50'05" West, 20.00 feet along said south line to the point of beginning.

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

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

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

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

maintenance or repair shall be located in the space over and within vertical planes located on both sides of the facility and/or its appurtenances.

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

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

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

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

The said Grantor(s), has/have caused these presents to be signed and sealed this _____ day of _____, 2020.

Printed Name

Title

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2020 , the above named _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

Commission Expires _____

CONSENT OF MORTGAGEE:

_____ of Associated Bank , mortgagee of Tax Key # GNTV 201-980 , do hereby consent to the described water/sewer main easement by MOLDMAKERS INVESTMENTS, LLC, owner of said land, to the Village of Germantown, Washington County, Wisconsin, and hereby submits its mortgage described above to the described easement.

WITNESS the hand and seal of said mortgages this _____ day of _____, 2020.

By: _____
 Name: _____
 Title: _____

STATE OF _____

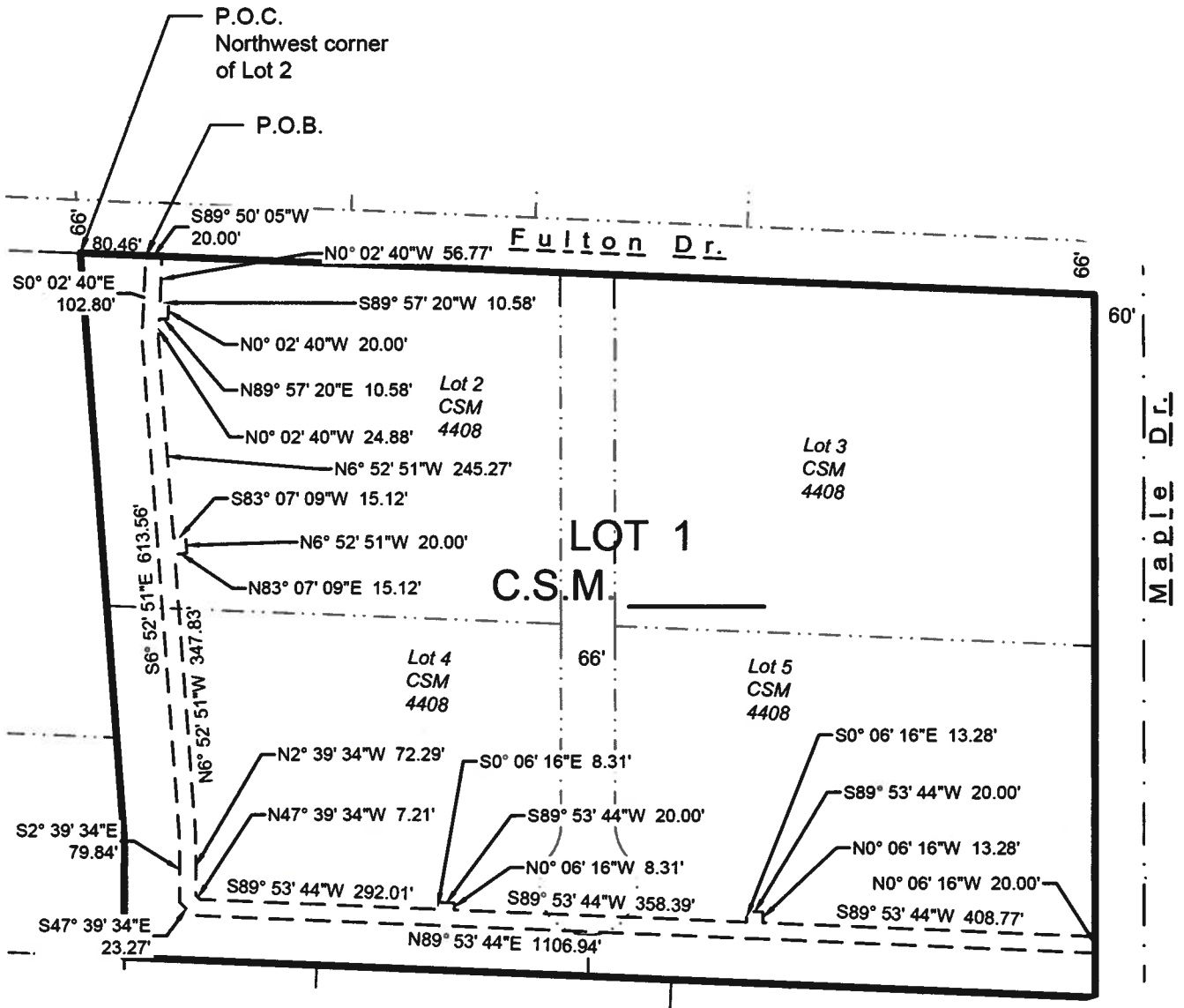
COUNTY OF _____

Personally came before me this _____ day of _____, 2020, the above named, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____ My commission expires _____
 Notary Public,
 State of _____

VILLAGE OF GERMANTOWN ACCEPTANCE

ACCEPTED BY The Village of Germantown on _____, 2020
 _____, 2020
 Dean Wolter - Village President
 _____, 2020
 Deanna Braunschweig- Village Clerk



THE SIGMA GROUP
Single Source. Sound Solutions.

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1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210



PROJECT NUMBER 19349 DRAFTED BY BMR 9-14-2020

Exhibit _____

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

MEETING DATE: November 2, 2020

AGENDA ITEM: New Business

ITEM TITLE: Development Agreement for Moldmakers Investments, LLC

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

SUMMARY EXPLANATION:

Staff is presenting the Developers Agreement for the proposed Moldmakers Investments, LLC for approval by the Public Works and Highway Committee. The site is located at the southwest corner of Maple Road & Fulton Drive. Currently, Moldmakers Way divides the two-building campus into two parcels. The public improvements addressed in the DA are the installation of water main around the perimeter of the buildings and miscellaneous work to existing sanitary sewer and water main located in the existing ROW of Moldmakers Way. Utilities remaining public in the Vacated ROW of Moldmakers Way will be in an easement. In addition, Moldmakers Way is planned to be abandoned and is being addressed by other documents. Staff is requesting approval of the DA with the ability to insert change deemed necessary by the Village Attorney.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for Moldmakers Investments, LLC, with the ability to insert changes by the Village Attorney, 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.

**MOLDMAKERS INVESTMENT, LLC
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 **Moldmakers Investment, LLC**, hereinafter referred to as "Developer".

WHEREAS, the Developer owns Lots # 2 through #5 of Certified Survey Map No. 4408 (to be combined into Lot #1 by CSM) which is a total of 24.022 acres, being a part of the SE ¼ of the NE ¼ of Section 20, Township 9 North of Range 20 East, in the Village of Germantown, Washington County, Wisconsin, as identified in the attached Exhibit "C" in the Village of Germantown, Washington County, Wisconsin (the "Property"); and

WHEREAS, Developer has submitted a request for vacating the Right-of-Way of Moldmaker Way, which is progressing under a separate action; and

WHEREAS, Developer has submitted a plan for the expansion of an existing building on the westside of Moldmaker Way with an addition of 121,191 S.F.; and

WHEREAS, the Village may require that Developer make and install any public improvements reasonably necessary within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, it will be necessary that Developer construct and install water distribution facilities in a dedicated easement on the Property, and the Village will require that such plans and designs be approved, permitted and inspected; and

WHEREAS, it will be necessary that Developer make additions or deletions to the existing water main and sanitary sewer within the current Moldmakers Way Right-of-Way, and the Village will require that such plans and modifications be approved, permitted and inspected; and

WHEREAS, the remaining existing public sanitary sewer and water main within the vacated Right-of-Way will require developer to grant a permanent utility easement; and

WHEREAS, the Developer has proposed to relocate an existing entrance on Fulton Drive and to add an entrance on Maple Road; and

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

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

ARTICLE I - REQUIRED IMPROVEMENTS

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

1.02 WATER SUPPLY FACILITIES. Developer has designed and submitted and the Village Engineer has approved the Approved plans for all water supply facilities, including; 1) an extension of 8" water main for a distance of approximately 1,993 lineal feet, beginning at Fulton Drive and ending at Maple Road, together with necessary valves, 4 fire hydrants/leads, and 2 connections to existing water main and 2) modifications / additions to the existing water main within the existing right-of-way of Moldmakers Way. In addition, Developer is to abandon the one existing water service that will remain unused in the future. Developer has designed and submitted the Village Engineer has approved all proposed plans, specifications and contract documents for all water systems facilities and authorization for construction has been given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents have been 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. All water utility improvements that are to be transferred to the Village shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Easement document shall not be drafted until construction of water main is completed and alignment is documented. Water Main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

A pre-construction meeting is required prior to the starting work on water main.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall modify public sanitary sewer within the existing right-of-way of Fulton Drive as shown on the Approved plans. Included in the work is the requirement that all existing sampling manholes be inspected for structural integrity, infiltration/Inflow and general conformance to Village specifications. Developer has designed and submitted the Village Engineer has approved all proposed plans, specifications and contract documents for all sanitary sewerage systems facilities and authorization for construction has been given, in accordance with Sec.18.08(8) of the Municipal Code. All such documents have

been 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. All sanitary sewerage system improvements that are to be transferred to the Village Waste Water Utility shall be contained in Village right-of-way or a utility 30' easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney. Sanitary Sewer main and lateral trenches in an existing roadway shall be aggregate slurry backfilled.

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

1.05 EROSION CONTROL. In order to minimize and control erosion, siltation, sedimentation and washing of soils during the period of construction, Developer shall evaluate, initiate and undertake such measures as may be necessary from time to time and as the Village Engineer may require or direct pursuant to Sec.17.43 of the Municipal Code, and, in addition, has undertaken the following measures to insure sediment control:

- (1) Submitted an Erosion Control Plan which the Village Engineer has approved.
- (2) Obtained an erosion control permit from the Building Inspection Department. Developer is required to maintain all erosion control until the final top-soiling, grading, seeding, mulching, sodding, has been completed for each building phase and until the vegetation has sufficient growth to control the run-off as shall be determined by the Village Engineer. Silt fencing shall be removed by Developer promptly, following establishment of vegetation on all disturbed areas sufficient to control run-off from the site, as shall be determined by the Village Engineer.
- (3) Developer shall promptly undertake top soiling, fine grading, seeding and fertilizing of all drainage easements and areas within the public right-of-way and all approved drainage swales in accordance with the approved Master Grading and Erosion Control Plans after installation of all electric, gas, telephone, cable TV and drainage utilities and appurtenances. All surface restoration shall be completed prior to acceptance of dedication of improvements by the Public Works Committee.
- (4) Off-site sediment tracking is closely monitored by Village and County Inspectors. To assist in reduction of sediment infiltration of ponds and streams, sediment tracking must adhere to the sediment and erosion control plan. Violations of the approved Erosion Control Plan shall result in the Village cleaning the streets traveled by construction equipment with a street sweeper as deemed necessary by the Village Building Inspector or Engineer to restore compliance with the Erosion Control Plan. Such cleaning shall not exceed a frequency of twice weekly. Developer shall be charged and invoiced at standard rates set by the Village for any such services rendered, and Developer shall remit payment within 30 days of receipt of such invoice(s). If not so promptly paid, the Village may submit a draw

request pursuant to Section 6.01 of this Agreement, to recover such costs. Notwithstanding the foregoing, the right of the Village to respond to off-site sediment tracking hereunder shall not excuse Developer from strict compliance with the Erosion Control Plan or be considered a substitute or replacement for such measures.

- (5) Topsoil to be stockpiled on site. No topsoil to be transported off site, except as provided by Section 17.441 of the Municipal Code.

1.06 STORM WATER DRAINAGE FACILITIES. Drainage from the Property comprising the “Development” discharge into one (1) proposed storm drainage Pond located at the southeast corner of the Property. The proposed Pond will remain under the ownership of the Developer or an affiliate of Developer. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Pond will be adequate to accommodate expected surface water flow within and through the Development. 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” and the Stormwater Management Plan for the Development described on the attached Exhibit D and approved by the Village Engineer (the “SWMP”). 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.

- (1) Developer shall install all storm water management facilities as shown on the SWMP.
- (2) The proposed Pond shall be certified to verify that the Pond was constructed to meet the requirements of the SWMP.
- (3) 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.

(a) The Developer or its affiliates successors or assigns shall be responsible for the perpetual maintenance of all storm water drainage and detention and retention facilities consistent with the SWMP and applicable Village ordinance.

1.07 LANDSCAPING. Developer shall complete and continually maintain all landscaping as required by the Village Plan Commission and accepted by the Village in the site plan approval granted September 14, 2020.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense. (ie Stop, Do not Enter)

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

1.10 STREET LIGHTING. Contractor to protect existing street lighting infrastructure on Fulton Drive and Maple Road. Street Lighting wire and conduit is required to be 24" below proposed driveway pavement. Contact Village Department of Streets for additional information.

1.11 STORM SEWER. Proposed storm sewer is to be private and maintained by Developer. Existing storm sewer that is to be abandoned shall have the inlet and manhole castings salvaged for the Village of Germantown. Contact Department of Streets to have picked up by Village.

ARTICLE II - CONSTRUCTION

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

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

A pre-construction meeting between Developer, the Contractors and the Village is required, prior to authorizing commencement of 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 temporary occupancy permits shall be issued until the sanitary sewer, sampling manhole, water main, storm sewer improvements and landscaping are installed consistent with Approved Plans, inspected by the Village Utilities/Building Inspection and approved by the Village Engineer or Director of Public Works, all record drawings are filed with the Village and approved by the Village Engineer in accordance with 2.05 below. All public improvements required by the Agreement shall be

installed and accepted by the Public Works Committee prior to issuance of any final occupancy permits.

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

- (1) Master site grading
- (2) Site Plan
- (3) Water main record-drawings (includes GPS of all pertinent fittings, valves, hydrants & laterals)
- (4) Erosion and sedimentation controls
- (5) Water main extensions
- (6) Sanitary Sampling Manhole
- (7) Sanitary Sampling Manhole Record Drawings (includes GPS of MH)
- (8) Sanitary Sewer Extensions
- (9) Sanitary Sewer Record Drawings (includes GPS of all MH's and laterals)
- (10) Landscaping
- (11) Vacating of Moldmakers Way

In addition, Developer has submitted, and the Village Engineer has approved all specifications and authorized construction.

2.04 EXISTING FLORA. Developer shall, in accordance with Sec.18.09(5) of the Municipal Code, make reasonable efforts to protect and retain all existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundation sites, private driveways and parking areas, soil absorption waste and disposal areas, paths and trails, except as necessary for implementation of the Development. 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, not later than sixty (60) days following Final Acceptance of the public improvements, provide the Village with draft record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar (4 mil minimum thickness). Drawings shall include both Plan & Profile view. Record drawings shall include all public and private utilities including water main, sanitary sewer, storm sewer, pond outlet structure(s), emergency overflow area, sign plan and street lighting. GPS location of all pertinent items such as but not limited to pipe fittings, valves, hydrants, laterals, manholes, inlets, outfalls, street lighting (public) and traffic signs. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public and private improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-

drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of applicable Village Code.

ARTICLE III - DEDICATION AND ACCEPTANCE

Developer agrees that the public improvements will not be accepted by the Village until (i) all outstanding charges to be paid by Developer relating to the first phase of the Development under the Ordinances have been paid in full, (ii) copies of affidavits and lien waivers are received by the Village indicating that all contractors providing work, services or materials in connection with the improvements have been paid in full for all such work, services and materials, and (iii) the Village has received evidence satisfactory to it First American Title Insurance Company, Inc. ("First Am") that no liens or other encumbrances (except those approved in writing by the Village) encumber the public improvements. Any water main installation shall not be accepted until a bacteriologically safe sample and satisfactory pressure test results are obtained. Developer or its Contractor will flush the main and obtain the samples required for this testing under the supervision of the Village Inspector. Any sanitary sewer installation shall not be accepted until satisfactory pressure and vacuum test results are obtained. Upon completion of the sanitary sewer, water main and service laterals and acceptance of the systems by the Village Public Works Committee, ownership and control shall be turned over without reservation to the Village.

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

ARTICLE IV - PAYMENT OF FEES

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

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

- (1) Water: \$ 832.00/REC x
- (2) Fire Protection: \$ 0.63549/\$1000 Building Cost
- (3) Police Protection Facilities: \$ 0.2809/\$1000 Building Cost
- (4) Sanitary Sewer Connection: \$ 4,192.00/REC x

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

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

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

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

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

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

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

ARTICLE V - SPECIAL PROVISIONS

5.01 SEWER CONNECTIONS. In accordance with the rules and regulations of the Village, Developer shall utilize the two (2) existing sewer connections 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 government agencies relative to the wetlands and floodplain areas which may be on the Property. Except as otherwise expressly approved by the Village, approval of the subject Development Plan by the Village Plan Commission shall not be construed to be Village approval of intrusions into wetland or floodplain areas, or Village approval of filling or modifications to wetlands or floodplain areas. Developer, except as required on approved plans, will not be allowed to grade, fill, or conduct any other type of development within 75 feet of the high-water mark of a navigable waterway or 25 feet from a wetland. 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 Development in one phase. All public improvement work associated with the Development shall be completed within one year following the date of issuance of permits for such work by the Village.

5.05 ROADWAY MAINTENANCE. The development is comprised of internal private roadways. Developer shall be responsible for all damage to Fulton Drive and Maple Road which was caused by vehicles and equipment entering and leaving the Development during construction.

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

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a financial guarantee (the "Financial Guarantee", which may be in the form of either a Letter of Credit or a Performance

Bond at the option of the Developer), which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit C attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works & Highway Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the amount estimated by the Village Engineer (in a manner consistent with the Ordinances) to be necessary to secure performance by Developer hereunder. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted, plus fifteen percent (15%). The Village is hereby authorized to contact directly Developer's financial agent from time to time regarding the sufficiency of the financial guaranty. The termination date of the Letter of Credit, following acceptance by the Village shall be no earlier than one year following the date of issuance of permits for public improvement work by the Village. If the public improvements to be undertaken by Developer under this Agreement are not complete within one year following the issuance of permits for such work, for any reason including force majeure under Section 8.03 below and without regard to the fault of Developer, then Developer's obligation to provide a letter of credit shall be extended through the completion of the work and its inspection and acceptance of dedication by the Village. After construction and total completion of the project and acceptance of the project by the Village Public Works & Highway Committee, the surety will be reduced to 10% of the actual cost of construction for a period of one (1) year (the guaranty period). In the event the original surety would, by its terms, expire prior to the end of the one year guaranty period, or if the guaranty period is extended due to repairs of defects as provided in Sec 7.01, a new surety shall be issued to cover the remaining guaranty period for the 10% of actual original construction costs. Notwithstanding any other provision to the contrary, the Developer's obligation to maintain a letter of credit shall not extend beyond 14 months from the date of substantial completion of all improvements as defined in section 236.13(2)(a)2, Wis. Stat., except as may be otherwise expressly agreed to by the Parties.

6.02 FORM. The form of the Financial Guarantee shall be approved by the Village Attorney prior to acceptance of the Financial Guarantee by the Village as satisfying Developer's obligation as provided in Section 6.01 above.

6.03 LIABILITY NOT RELEASED. The Financial Guarantee given hereunder is a security device only which in no manner limits the liability of Developer to the Village, however arising and regardless of the amount.

6.04 RESERVATION OF ASSESSMENT RIGHTS. In addition to the remedies for default provided to the Village by this Financial Guaranty, the Village reserves the right without notice or hearing to impose special assessments or charges for any amounts to which it is specifically entitled by virtue of this Agreement for improvements specifically provided for herein upon the property described in Exhibit C attached hereto. Such special assessments or charges shall be collected on the next succeeding tax roll as are other special assessments or

charges. This provision constitutes Developer's Waiver of Notice and Consent to all special assessment or special charges proceedings which may be required by law.

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

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

- (1) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.
- (2) Personal and public liability insurance having limits of not less than \$1,000,000.00.
- (3) Property damage insurance having limits of not less than \$500,000.00.

- (4) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.

7.04 INDEMNIFICATION FOR ENVIRONMENTAL CONTAMINATION.

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

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

- (1) the Village shall provide Developer written notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees but not punitive damages, fines, penalties, or consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (2) subject to paragraphs (3) through (5) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, as determined by an arbitrator jointly selected by the parties, it fails to diligently

defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim:

- (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and
 - (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within thirty (30) days of receipt of written notice from the Village together with an invoice for work performed;
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The public improvement 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 funded as provided in Article VI of this Agreement.

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

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

ARTICLE IX - GENERAL PROVISIONS

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

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

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

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

9.06 AUTHORITY. Developer, by the undersigned, represents, certifies and warrants that the undersigned has the authority to bind Goldendale Road Germantown, LLC. as an agent of the same.

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

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

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

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

ARTICLE X - NON-ASSIGNMENT

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

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals this _____ day of _____, 2020 which shall be the effective date of this Agreement.

DEVELOPER:

Moldmakers Investments, LLC

By: _____
Mark G. Sellers, Owner

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this ____ day of _____, 2020, the above-named, Mark G. Sellers, Owner of Moldmakers Investments, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Owner of said Limited Liability Company and acknowledged that he executed the foregoing instrument in such capacity.

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

VILLAGE OF GERMANTOWN

By: _____

Dean Wolter, Village President

Attest By: _____

Deanna L Braunschweig, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2020, the above-named, Dean Wolter, Village President, and Deanna L Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of the above-named municipal corporation, Village of Germantown, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

By: _____

Print Name: _____

Notary Public, State of Wisconsin

My Commission Expires:

Approved as to form:

Brian C. Sajdak, Village Attorney

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

EXHIBIT “A” (financial & fee’s)

EXHIBIT "A"

MOLDBAKERS INVESTMENT, LLC

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	2.01	\$350.00 #
Abandonment of Moldmakers Way		\$175,000.00 #
Water System	1.02	\$350,000.00 #
Other Sewer & Water Facilities		
Underground Utilities		
Street Lights		
Street Signs		
Erosion Control	1.05	included in #15
Storm Water System, Pond & Drainage	1.06 & 1.11	\$316,500.00 #
SUB-TOTAL		\$841,850.00 \$841,850.00
DATA Conversion Fee (record drawings)	4.03	\$700.00 *
Improvement Review Fee: (Based on \$841,850.00)	4.03	\$14,273.13 *
Professional Fee (Attorney)	4.05	\$500.00 *
Inspection Fee (Estimate based on construction time)	4.05	\$30,000.00 *
SUB-TOTAL		\$45,473.13
BUILDING & SITE IMPROVEMENTS (Estimated Value @ \$6.3 mil)		
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (1 REC @ \$4,328 / REC)	4.02	\$4,328.00 **
Water (1 REC @ \$832 / REC)	4.02	\$832.00 **
Fire (0.63549/\$1000 Bldg Cost)	4.02	\$4,003.59 **
Police (0.2809/\$1000 Bldg Cost)	4.02	\$1,769.67 **
Park & Recreation	4.02	n/a **
Library	4.02	n/a **
SUB-TOTAL		\$10,933.26
TOTAL (Letter of Credit Amount)		\$841,850.00
* Amount to be Paid at Time of Signing of Development Agreement		\$45,473.13
** Amount to be Paid at Time of SMT Building Permit Issuance		\$10,933.26
*** Amount to be Paid at Time of Design Center Building Permit Issuance		\$0.00

EXHIBIT “B” (labor & equipment rates)

LABOR RATES -- 2020

VILLAGE OF GERMANTOWN

POSITION DESCRIPTION	Annual Hourly Rates		
	2018	2019	2020
Director of Public Works	\$75.12	\$78.54	\$80.50
Village Engineer	\$63.29	\$66.17	\$67.83
Project Engineer	\$54.52	\$57.00	\$58.42
Engineer Tech III / Land Surveyor	\$47.83	\$50.00	\$51.25
Land Surveyor/Survey Crew w/Robot	\$139.06	\$145.38	\$149.02
Highway Superintendent	\$54.19	\$56.66	\$58.07
Zoning Administrator/Planner	\$61.57	\$64.37	\$65.98
Civil Engineer	\$40.36	\$42.20	\$43.25
Record Drawing Documentation Preparation	\$48.00	\$50.19	\$51.44
Construction Inspection	\$48.00	\$50.19	\$51.44
Highway Maintenance Worker II	\$45.46	\$47.53	\$48.72
Highway Operators (Traffic Signals)	\$52.79	\$55.19	\$56.57
Water Superintendent	\$54.19	\$56.66	\$58.07
Waste Water Superintendent	\$54.19	\$56.66	\$58.07
Utility Operator	\$46.64	\$48.77	\$49.99
Clerical	\$36.77	\$38.44	\$39.41

NOTE: 2020 rates reflect a 2.5% increase to the 2019 wages.

EQUIPMENT RATES -- 2020

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2018	2019	2020
Cruz-Air	\$65.99	\$70.01	\$72.11
Case Backhoe & Loader	\$38.95	\$41.33	\$42.57
Michigan Loader	\$49.78	\$52.81	\$54.40
Case/John Deer Loader/Snow Plow	\$84.41	\$89.55	\$92.24
Case/John Deer Loader/Snow Blower	\$114.70	\$121.69	\$125.34
Single Axle Dump Truck (5yd)	\$35.71	\$37.88	\$39.02
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$57.35	\$60.84	\$62.67
Tandem Axle Dump Truck	\$47.62	\$50.52	\$52.03
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$70.34	\$74.62	\$76.86
Quad Axle Dump Truck	\$85.00	\$87.55	\$90.18
1-Ton Patrol Truck (2-3 yd)	\$27.06	\$28.71	\$29.57
1-Ton Truck w/Plow	\$33.55	\$35.59	\$36.66
Truck w/Water Jetter w/Aux. Power Unit	\$54.11	\$57.40	\$59.12
Aerial Lift Truck	\$67.09	\$71.18	\$73.32
3500- Truck w/ Utility Box & Crane		\$65.00	\$65.00
Pickup Truck	\$21.10	\$22.39	\$23.06
Pickup Truck w/Plow	\$30.30	\$32.15	\$33.11
Self Propelled Vibrating Roller	\$41.12	\$43.62	\$44.93
Self Propelled Non-Vibratory Roller	\$37.87	\$40.18	\$41.38
185 cfm Air Compressor (Portable)	\$30.30	\$32.15	\$33.11
Street Sweeper 40 Hp w/Front Mounted Broom	\$40.04	\$42.47	\$43.75
Vacuum Sweeper	\$88.73	\$94.14	\$96.96
Vac All	\$93.06	\$98.73	\$101.69
Sewer line Televising Truck	\$125.53	\$133.17	\$137.17
Combination Sewer Machine (pipe jetter & vac)	\$151.49	\$160.72	\$165.54
Mini Excavator	\$53.05	\$56.28	\$57.96
Skid Steer Loader w/Bucket	\$34.63	\$36.74	\$37.84
Skid Steer Loader w/Snow Blower/Broom	\$37.87	\$40.18	\$41.38
20" Enclosed Trailer		\$15.00	\$15.00
REX Valve Turner		\$83.00	\$83.00
10' Utility Trailer		\$12.00	\$12.00
Tar Kettle	\$36.79	\$39.03	\$40.20
Motorized Mower (24" & Under)	\$14.35	\$15.22	\$15.68
Motorized Mower (25"-47")	\$20.02	\$21.24	\$21.88
Motorized Mower (48" & larger)	\$23.27	\$24.68	\$25.43
Tractor w/Sickle or Flail Mower	\$49.78	\$52.81	\$54.40

Chain Saw	\$13.27	\$14.07	\$14.50
Hydraulic Saw	\$13.27	\$14.07	\$14.50
Hydraulic Pruner	\$13.27	\$14.07	\$14.50
Chipper	\$43.28	\$45.92	\$47.29
Generator (225 Kw)	\$61.68	\$65.43	\$67.40
Generator (Under 10 Kw)	\$27.06	\$28.71	\$29.57
Trailer Mounted Vacuum Excavator & Valve Turner	\$90.90	\$96.43	\$99.33
6 " Pump/Hose	\$33.55	\$35.59	\$36.66
4" Pump/Hose	\$28.14	\$29.85	\$30.75
3" Pump/Hose	\$23.27	\$24.68	\$25.43
Barricades-----DAILY COST	\$3.24	\$3.44	\$3.55
Traffic Control Signs-----DAILY COST	\$1.63	\$1.73	\$1.78
NOTE: 2020 rates reflect a 3% increase of 2019 rates			

EXHIBIT “C” (CSM)

EXHIBIT “D”
Approved Plans and Specifications