

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **TUESDAY, January 4th, 2022 ***6:00 P.M.*****

LOCATION: **Germantown Village Hall Board Room
N112 W17001 Mequon Road**

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #: 2555 451 4536 Password: mpCeSdYM983 which can be accessed by phone at 408-418-9388 or by logging on at <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m4e4c411a6941285cb2139ca372915b21> Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov 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, R. Miller, and Neureuther
- III. **APPROVAL OF MINUTES:** December 8, 2021
- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- V. **NEW BUSINESS:**
 - A. 2021 Capital Fund Carryover – Truck 551 Replacement.
 - B. 2021 Capital Fund Carryover – Confined Space Equipment Van.
 - C. Truck 551 Replacement Purchase.
 - D. Wheel Loader Purchase – Recycling Center.
 - E. New Chemical Scales.
 - F. Well #3 Valve Replacements on the HMO Filter Tank.
 - G. Well #3 HMO Injector Pumps.
 - H. Water Tower Tank Mixers.
 - I. Power Wash Tower #1 and #2.
 - J. Replacement of One Ton Truck.
 - K. DNR Urban Forestry Grant.

- L. Aerial Lift Truck Purchase.
- M. Parks Department – Pick up truck purchase.
- N. Patrol Truck Commitment.
- O. CTH Y and Freistadt Road Intersection Reconstruction Payment in an amount not to exceed\$100,000.
- P. Development Agreement for Goldendale Road Germantown, LLC (aka; Murphy Pet Foods).

VI. PROJECTS UPDATE:

VII. NEXT MEETING DATE: Set February, 2022 Meeting Date and Time

VIII. ANNOUNCEMENTS:

IX. 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

December 8, 2021

Village Hall Board Room

CALL: Chm Kaminski called the meeting to order at 6:01 p.m.

ROLL CALL: Chm. Kaminski, Trustee Members Miller, Hudson and Neureuther. Also present were Dir. Ratayczak, Water Superintendent Haugen and Deputy Clerk/Deputy Treasurer Rozek.

APPROVAL OF MINUTES: MOTION made by Miller, seconded by Hudson to approve the Minutes of November 3, 2021

Motion carried unanimously

PUBLIC COMMENT: Bob Fitzgerald, W148N10247 Windsong Cir E, came forward to thank the Village on behalf of the Homeowners Association for the work being done around the water tower with the buckthorn. He also wanted to talk about other invasive plant life that DPW should be interested in name Teasele. This is an imported plant from Asia, and it did not appear until the pipeline was installed. It is unclear if it came in the seed or matting that was put down, but has become a problem. He asked if DPW could tell contractors that are reseeding to not bring this type in. It is spreading around retention pond and gardens. He asked if this problem could be talked about at future meetings.

Chm. Kaminski stated the Committee can put on a future agenda before the growing season and possibly bring in the DNR to talk about it.

Ben Kurey, N100W15043 Windsong Cir W, came forward to talk about the Starlite Water tower buckthorn removal. He thanked the Village for considering the work at the Starlite water tower with the tree and brush removal project and was glad it was on tonight's agenda. It will prove to be a positive for the Village to preserve its natural habitat and property values throughout the area. Thank you for considering approving this agenda item.

PARKS DEPT. PICK-UP TRUCK – PURCHASE: Water Superintendent Haugen presented that \$45,000 in funds were allocated in the 2021 Parks Budget to replace a truck. GM had a commercial window open but closed before the October meeting. GM now has another Commercial window open and staff has a verbal commitment to purchase a pick-up truck if approved. This would be for 2021 pricing and encourages the committee to send to the full board due to time sensitivity.

MOTION made by Hudson, seconded by Neureuther to forward to the Village Board to approve the purchase of the pick-up truck not to exceed \$40,704.50. Funds to be allocated from Acct. #40-553-570-8520.

Motion carried unanimously

STARLITE WATER TOWER – 2022 TREE AND BRUSH REMOVAL PROJECT: Water Superintendent Haugen explained the Village Water and Utility has been requested by several concerned residents around the Starlite water tower to help prevent the spread of buckthorn and other noxious trees and shrubs that are growing on the water tower grounds. A phased work plan to mitigate the buckthorn and improve the water tower grounds wooded area was presented. The work can be done in 4 potential phases with Phase 2 containing an alternate to clear-cut all the trees onsite. Phase 1-4 were outlined. Five tree contractors were contacted to bid the work, and it was included on the Village website. Of the five contacted only two returns bids. Only two contractors returned bids for Phases 1 and 2. For 2022 the Utility budgeted \$25,000 for Phase 1 and 2. Funding for Phase 3 and 4 were not included. It is estimated that the additional amount could be \$25,000. We have the option to move Phase 3 and 4 to 2023, but we would like to discuss including these two other phases for continuous work to be completed in 2022. Discussion followed.

MOTION made by R. Miller, seconded by Neureuther to approve Phase 1 and 2 portions of service with New Leaf Tree service not to exceed \$27,000.

Motion carried unanimously.

December 8, 2021

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CROSS CONNECTION CONTRAOL CONTRACT: Supt. Haugen requested authorization to execute an ongoing 2-year contract of \$28,800 billed monthly from HydroCorp, Inc to provide cross connection control inspection for commercial and industrial properties for backflow prevention. HydroCorp has been the Village's ongoing Cross Connection inspection firm for the past several years with competitive pricing due to the familiarity of our Village. Discussion followed.

MOTION made by Hudson, seconded by R. Miller to approve a 2-year contract with HydoCorp in the amount of \$28,800 for Cross Connection Control Inspection. Funds to be allocated from Acct. #50-741-530-6640.

Motion carried unanimously.

BLANKET PURCHASE ORDER – HYDRANT & VALVE REPLACEMENTS, WATER SERVICE REPAIRS AND WATER MAIN BREAKS: Supt. Haugen requested an open Purchase Order on a time and material bases for hydrant replacements to include the lead, valve assembly, water main and lateral repairs, and hard scape restoration. This is an ongoing replacement program as we identify old and malfunctioning hydrants and valves, and for emergency repairs. Discussion followed.

MOTION made by R. Miller, seconded by Kaminski to take staff recommendations on the contract services as needed.

Motion carried unanimously.

WELL #5 VFD AND POWER DISCONNECT: Supt. Haugen requests authorization to hire CTW for the replacement of the existing VFD (variable speed drive) that was damaged back in August of 2021 due to electrical storms. The cost to replace is \$29,130 and is under an insurance claim. At the same time, we request authorization to add a new transfer switch power disconnect o this well at a cost of \$13,580. This new piece of equipment will aid the running of Well #5 when Well #7 goes off-line next year for the replacement of the MCC panel. It will be used to plug in an industrial generator to power up Well #5 for the duration of the electrical work at Well #7. Discussion followed.

MOTION made by Miller, seconded by Neureuther to approve \$42,710 from the quote by CTW. Funds to be allocated from Acct. #50-722-530-6310

Motion carried unanimously

HYDRANT STEM REMOVAL TOOL PURCHASE: Supt. Haugen requests authority to purchase a new hydraulic hydrant stem removal tool. Hydrants over 20-30 years old we cannot remove the stems using the manufacturer's stem removal tool because they can seize or gall from metal-to-metal contact inside the hydrant barrel. This piece of equipment creates sufficient force spinning the stem assembly to remove the stem. At time of budget preparation in August, I could not get a hard quote, so I put a place holder of \$15,000 in the budget. There are no other competitors to provide quotes. Discussion followed.

MOTION made by Neureuther, seconded by Hudson to approve the Stanley Hydrant Saver by C& M Hydraulic Tool Supply not to exceed \$20,700.23. Funds to be allocated from Acct. #50-180-184-3940.

Motion carried unanimously

December 8, 2021

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CONSIDERATION OF INVOICE – MUNSON INC: Supt. Haugen requests authorization to pay the invoice from Munson Inc, for the asphalt repair of two water main breaks that occurred on Pilgrim Rd. Discussion followed.

MOTION made by Hudson, seconded by Kaminski to pay invoice from Munson Inc not to exceed \$17,733. Funds to be allocated from Acct. #50-742-530-6730.

Motion carried unanimously

RESOLUTION – JURISDICTIONAL TRANSFER – COUNTY TRUNK HIGHWAY F (FREISTADT ROAD) & WASAUKEE RD: Dir.

Ratayczak presented that Washington County approached the Village to do a jurisdictional transfer County Trunk Highway F known as Freistadt Road to Wausaukee Road. This is a similar in manner to what we did about 2 years ago when we transferred Goldendale Rd, Country Hwy Y. Would be the same procedure. Summary is approximately 1.66 miles Country Trunk Hwy F (Freistadt Rd) from Hwy 145 to Wausaukee Rd (Hwy M). The Village would then transfer a part of Wausaukee Rd from Freistadt Rd south to Mequon Rd to the County with them taking over all maintenance. We would take on the responsibility for Freistadt Rd from the intersection of Wausaukee and Freistadt westerly to Trunk State Highway 145. We would then have Freistadt Rd all the way through the Village. Discussion followed.

MOTION made by Hudson, seconded by Kaminski to approve the jurisdictional transfer of County Trunk Highway F, also know as Freistadt Rd, and Wausaukee Rd with the condition that it's put on the agenda as New Business for the Village Board to approve.

Motion carried, R. Miller opposed

TOPSOIL REMOVAL – MURPHY PET FOOD DEVELOPMENT: Dir. Ratayczak presented that in meeting with Village Ordinance any developer that wants to bring what they determined to be excess topsoil from a site it needs to come to the committee for approval to remove. Michael Byrne of Briohn Building Corporation, has submitted a request to remove 1,800 cubic yards of excess topsoil from the project site. The balance of remaining topsoil will be utilized on site for restoration of ponds, berms and remaining site turf areas.

MOTION made by Neureuther, seconded by Miller to grant request to remove 1,800 cubic yards of excess topsoil from the Goldendale/Murphy Pet Food site.

Motion carried unanimously

TOPSOIL REMOVAL – CAPSTONE – 41 DEVELOPMENT: Dir. Ratayczak said same description as prior one with the exception that it is a larger site and only for Building one. Berghammer Construction Corporation, General Contractor for Capstone Quadrangle, LLC, Developer of the Capstone-41 Development, has submitted a request to remove 23,000 cubic yards of excess topsoil from the project site. Total calculated topsoil volume is 51,000 CY with topsoil to be replaced of 28,000 CY and the request is to remove the balance of 23,000 CY..

MOTION made by R. Miller, seconded by Kaminski to approve the removal of the 23,000 cubic yards of topsoil.

Motion carried unanimously

December 8 , 2021

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CONSIDERATION OF INVOICE – SWEET WATER: Dir. Ratayczak presented the Village of Germantown is a member of the Municipal Separate Storm Sewer System (MS4) group from which the Village is required to test storm water outfalls monitoring for effluents that may carry contaminants into the storm water drainage systems. These Municipalities are required to annually perform education & Outreach programs to make residents more aware of how to protect the rivers and lakes. Most Municipalities join forces, utilizing Southeastern Wisconsin Watersheds Trust, Inc (Sweetwater), to perform the education & outreach programs as directed by the WIDNR and MMSD.

In the past the annual fee was around \$3,900.00 but with the increase in directives from the WIDNR the annual cost has risen to \$12,620.00. Staff does recognize that the cost is reduced by joining in the effort with other Municipalities. Discussion followed.

Motion made by R. Miller, seconded by Hudson to the payment of the invoice to Southeastern Wisconsin Watersheds Trust, Inc (Sweetwater) in the amount of \$12,620.

Motion carried unanimously

WELL #12 – CHANGE ORDER #3: Dir. Ratayczak Change Order #3 in the amount of \$17,682.00 is the cost to furnish and install Cementous grout material in the final casing from a depth of 400 feet to 420 feet. The grout was a directive from the Wisconsin Department of Natural Resources and is meant to provide a tight seal between the casing and the rock that the casing terminated. Conforming to Village Change Order procedure staff can issue a Change Order but is required to bring the Change Order to the PWHC for notice and confirmation. Change Order #3 has been approved by staff for the increase of \$17,682.00.

MOTION made by Hudson, seconded by Neureuther to approve Change Order #3 not to exceed \$17,682

Motion carried unanimously

LANNON/MAPLE ROADS – STATE/MUNICIPAL FINANCIAL AGREEMENT (HSIP GRANT): Dir. Ratayczak presented background to this subject that in the fall of 2019 the Public Works and Highway Committee approved a project to obtain the services of "Traffic Analysis & Design, Inc. (T ADI) to perform a Safety Analysis of the 30 most dangerous intersections in the Village of Germantown as identified by staff from the Villages Police, Fire, Highway and Engineering Department. The intersection determined to have the highest priority is Lannon Rd and Maple Rd. T ADI recommended submitting the project to the WIDOT under the HSIP (Highway Safety Improvement Program) funding program. The Village was awarded the Grant for construction in the year 2024 with a total estimated cost of \$808,980.00. Discussion followed.

Motion made by Miller, seconded by Hudson to enter in a State/Municipal Financial Agreement for work to reconstruct the intersection of Mequon/Lannon Rds and Maple Rd and forward with a positive recommendation for approval to the Village Board.

December 8 , 2021

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Motion carried unanimously.

CAPSTONE DEVELOPER AGREEMENT: Dir. Ratayczak presented the Capstone-41 Developer Agreement to the PWHC on May 5, 2021 but requested that the Development Agreement discussion/approval be postpone until a future PWHC meeting. This motion was unanimously approved.

Tonight, Staff is bringing the Developers Agreement for the proposed CAPSTONE-41 Development back for discussion/approval by the Public Works and Highway Committee. The Development would be located on the Southside of Holy Hill Road (across from the Briggs & Stratton Facility). The public improvements addressed in the DA are sanitary sewer, roadway and shared use of a Storm Water Drainage Pond (accepts drainage from Holy Hill Rd). Discussion followed.

MOTION made by Kaminski, seconded by R. Miller to recommend approve the Development Agreement for the CAPSTONE 41 Development and forward to the Village Board as a New Business item.

Motion carried, Hudson opposed

ACCEPTANCE OF IMPROVMENTS – SANITARY/WATERMAIN EXTENSION – HOLY HILL ROAD: Dir. Ratayczak presented The Engineering Department recommends the Final Acceptance of the Holy Hill Road Sanitary Sewer & Water Main Extension -Project. This work was performed by Kruczek Construction, Inc. and extended sanitary sewer and water main from Gateway Crossing westerly to approximately 450 lineal feet west of "B" Street. The Engineering Department along with the Wastewater and Water Utilities recommend Final Acceptance.

MOTION made by R. Miller, seconded by Neureuther to approve the Final Acceptance of the Holy Hill Road Sanitary Sewer and Water Main Extension Project.

Motion carried unanimously

LETTER OF CREDIT REDUCTION – WRENWOOD SUBDIVISION: Dir. Ratayczak presented the Public Utility and roadway Improvements in the Wrenwood Development (south) have been completed acceptance. Remaining work to meet the Development Agreement requirements is to plant trees in ROW and to constrict a walkway on Country Aire Drive. Currently the Village holds \$600,000 in a LOC. Staff recommends that the Public Works and Highway Committee reduce the Bank LOC by \$450,000 for a remaining balance of \$150,000 for the Wrenwood Development (south).

MOTION made by R. Miller, seconded by Neureuther to reduce the Line of Credit by \$450,000 for the remaining balance of \$150,000.

Motion carried unanimously

REQUEST TO USE REMAINING FUNDS TOWARD THE 2022 ANNUAL ROADS IMPROVEMENT PROGRAM: Dir. Ratayczak stated staff received a request from Trustee Myers for approval to use remaining funds received by Washington County related to the jurisdictional transfer of Goldendale Rd. Staff has discussed with the Village Administrator to utilize these same funds towards improvements on Country Aire Dr. Staff would need to develop a project scope and cost estimate to determine if the remaining funds were sufficient. Staff recommends the approval. Discussion followed. Trustee Hudson would like research done if this money is earmarked just for roads or can be used for something else.

MOTION made by Kaminski, seconded by Hudson to move onto the Village Board without a recommendation.

Motion carried unanimously.

Public Works and Highway Committee Meeting Minutes

December 8, 2021

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PROJECT UPDATES: Plans were reviewed and discussed

NEXT MEETING DATE: Next meeting was set for Tuesday January 4, 2022 at 6:00 pm

ANNOUNCEMENTS: None

ADJOURNMENT: Chm. Kaminski adjourned the meeting at 7:13 pm

Jennifer Rozek

Jennifer Rozek

Deputy Clerk/Deputy Treasurer

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

MEETING DATE: 4 January 2022

AGENDA ITEM: New Business

ITEM TITLE: Authorization for 2021 Capital Fund Carryover – Truck 551 Replacement

SUBMITTED BY: Timothy K. Zimmerman – Superintendent Wastewater Utility

SUMMARY EXPLANATION:

I am requesting carryover from the 2021 Wastewater Capital Budget for the amount of \$55,000.00 for the replacement of Truck 551. The window for ordering fleet trucks in FY2021 was a two-week window in July. We were unable to get RFP's back and through parliamentary procedures before that window closed. We have been given a preliminary date of May of 2022 for the window to re-open for fleet orders and would like to order the replacement at that time.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is my recommendation to approve the Capital Budget carryover as explained above, for the amount not to exceed \$55,000.00. And to forward this request on to the Village Board with a positive recommendation for the transfer of funds from the 2021 budget to the 2022 budget. Line item 60-180-185-3730 Transportation Equipment.

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: 4 January 2022

AGENDA ITEM: New Business

ITEM TITLE: Authorization for 2021 Capital Fund Carryover - Confined Space
Equipment Van

SUBMITTED BY: Timothy K. Zimmerman – Superintendent Wastewater Utility

SUMMARY EXPLANATION:

On February 15, 2021, the Village Board authorized the purchase of a 2021 Ford Van from Badger Ford. The order has been placed but not yet received. I anticipate receipt of the van during Q1 of 2022. I am requesting carryover from the 2021 Wastewater Capital Budget in the amount of \$45,000.00 to satisfy the delivery invoice from Badger Ford for the amount not to exceed \$38,973.00, and for the additional amount of \$6,027.00 for in-house upfit and set-up.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is my recommendation to approve the Capital Budget carryover as explained above, for the amount not to exceed \$45,000.00. And to forward this request on to the Village Board with a positive recommendation for the transfer of funds from the 2021 budget to the 2022 budget. Line item 60-180-185-3730 Transportation Equipment.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and

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

MEETING DATE: 4 January 2022

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase – Truck 551 Replacement

SUBMITTED BY: Timothy K. Zimmerman – Superintendent Wastewater Utility

SUMMARY EXPLANATION:

I am requesting authorization to purchase a replacement 3500 series pick up to replace truck 551. In these unprecedented times of supply chain shortages, we as a Village need to act quick when order windows open. I am therefore, requesting authorization to spend up to the budgeted amount of \$55,000 for the replacement truck. The actual purchase agreement will come back before the PWHC after the order is placed for transparency purposes.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

It is my recommendation to pre-approve the purchase of a replacement 3500 series pick- up for truck 551 for the amount not to exceed \$55,000.00. And to forward this request on to the Village Board with a positive recommendation. This will allow staff to act quickly when order windows for fleet vehicles open ensuring the integrity of our fleet into the future. Funds to come from line item 60-180-185-3730 Transportation Equipment.

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: 4 January 2022

AGENDA ITEM: New Business

ITEM TITLE: Authorization for 2021 Capital Fund Carryover – Truck 551 Replacement

SUBMITTED BY: Timothy K. Zimmerman – Superintendent Wastewater Utility

SUMMARY EXPLANATION:

I am requesting carryover from the 2021 Wastewater Capital Budget for the amount of \$55,000.00 for the replacement of Truck 551. The window for ordering fleet trucks in FY2021 was a two-week window in July. We were unable to get RFP's back and through parliamentary procedures before that window closed. We have been given a preliminary date of May of 2022 for the window to re-open for fleet orders and would like to order the replacement at that time.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is my recommendation to approve the Capital Budget carryover as explained above, for the amount not to exceed \$55,000.00. And to forward this request on to the Village Board with a positive recommendation for the transfer of funds from the 2021 budget to the 2022 budget. Line item 60-180-185-3730 Transportation Equipment.

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: 4 January 2022

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Purchase – Wheel Loader Recycling Center

SUBMITTED BY: Timothy K. Zimmerman – Superintendent Wastewater Utility

SUMMARY EXPLANATION:

I am requesting authorization to purchase a wheel loader with bucket and forks for the Recycling Center as approved in the 2022 Capital Budget for the amount not to exceed \$225,000.00. Suppliers are already warning of shortages of new equipment and long lead times for delivery when available. In these unprecedented times of supply chain shortages, we as a Village need to act quick when order windows open or when equipment is available. I am therefore, requesting authorization to spend up to the budgeted amount of \$225,000 for the loader with accessories as described. The actual purchase agreement will come back before the PWHC **after** the order is placed for transparency purposes and to keep the order process moving.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER

RECOMMENDATION:

It is my recommendation to pre-approve the purchase of a wheel loader with accessories as described above for the amount not to exceed \$225,000.00. And to forward this request to the Village Board with a positive recommendation. This will allow staff to act quickly upon receipt of RFPs to ensure our place in line for timely delivery. Funds to come from line item 40-546-570-8400 Recycling Capital Outlay.

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: January 4th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Consideration to purchase replacement scales for Chlorine and Fluoride at various wells

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

We are requesting permission to purchase (6) Force flow scales with dual channel indicators. The current scales are coming to the end of their service life and can cause erratic measurement of the chemicals. Three quotes were obtained and are as follows:

- **Martelle-Nonresponsive**
- **William Reid \$31,640.00**
- **Hawkins, Inc 1882 Morris Street, Fond du Lac, WI 54935 \$29,520.00**

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

Staff recommends approval to purchase (6) Force Flow scales and ancillary hardware from Hawkins, Inc in the amount not to exceed \$29,520.00 from account #50-180-184-3950

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.

HAWKINS, INC. WATER TREATMENT GROUP

1882 Morris Street
Fond du Lac, WI 54935
920-923-1850 Fax-923-0606

December 13, 2021

To: Germantown Water Utility

Attn: Scott Weigand

RE: Force Flow scale quotation

Quotation expires: 3.10.2022

Terms: Net 30 days from delivery, F.O.B. factory. Our pricing does not include any sales/excise taxes or freight charges that may apply unless stated otherwise.

Quotation/Proposal

This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated hereon: receipt of your purchase order by Hawkins, Inc and written acceptance of your order by Hawkins, Inc and/or the manufacturer(s) involved as follows;

Qty.	Product Number	Description	Price
(6)	27-DR10DSHA4	Electronic drum scale, HI-Accuracy 4 load cell design, 1000 LB capacity Tuf-Coat steel platform, summing box, 20' cable	\$3,615.00/EA
(2)	SRG2-2	SOLO G2 digital indicator, dual channel, backlit LCD display, (2) adjustable 4-20 mA outputs, keypad operation, 110-250VAC, NEMA 4X enclosure	\$2,280.00/EA
(2)	SRG2-1	SOLO G2 digital indicator, single channel, backlit LCD display, (1) adjustable 4-20 mA output, keypad operation, 110-250 VAC, NEMA 4X enclosure	\$1,635.00/EA

Total for (6) 27-DR10DSHA4, (2) SRG2-2 and (2) SRG2-1\$29,520.00

*No addition freight or handling charges.

Please call me at 608-548-1055 with any questions. Thank you for the opportunity to provide a proposal for the above materials.

Regards,

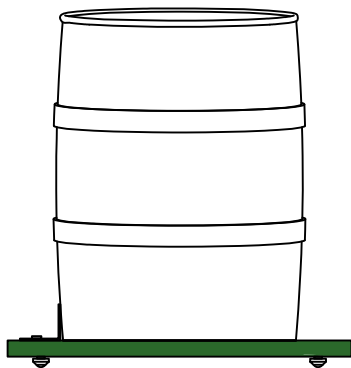
Jamie Setzke

Jamie Setzke
Hawkins Water Treatment Group

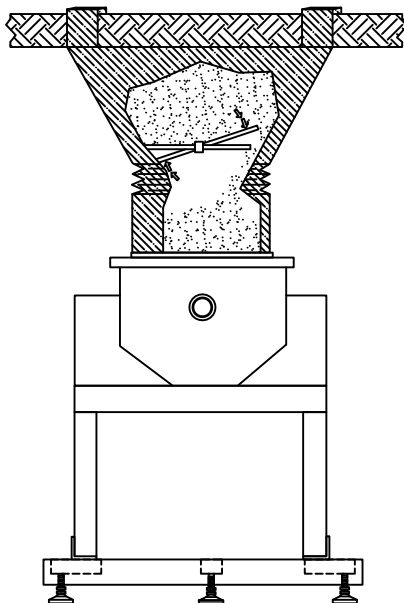
HIGH ACCURACY CHEM, DRUMM & TOTE SCALES

(INCLUDES VOLUMETRIC FEEDER SCALE)

INSTALLATION & OPERATION MANUAL

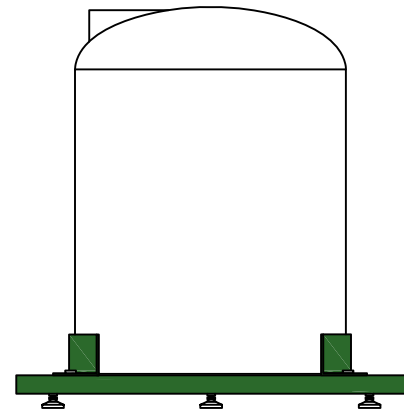


DRUMM-SCALE

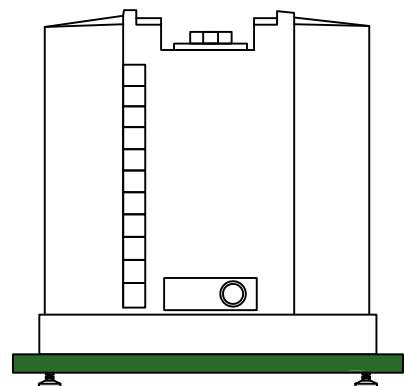


VOLUMETRIC FEEDER

**PLACE MODEL
STICKER HERE**



CHEM-SCALE (3 LOAD CELL)



CHEM-SCALE & TOTE SCALE
(4 LOAD CELL)

WARNING!

REVIEW THIS ENTIRE MANUAL BEFORE INSTALLING THIS PRODUCT!

HIGH ACCURACY CHEM, DRUMM & TOTE SCALES

(INCLUDES VOLUMETRIC FEEDER SCALE)

INSTALLATION & OPERATION MANUAL

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

MEETING DATE: January 4th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Consideration to purchase valve replacements for HMO mixing and filter tank at Well #3.

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The water utility is asking permission to purchase and install replacement butterfly valves and Pneumatic actuators as part of the Well #3 maintenance. These valves are used in the operation of the mixing and filter tanks and have come to the end of their service life. Dorner is the vendor-supplier and installer of these valves.

Dorner Company N61 W23043 Silver Spring Dr. Sussex, WI 53089 \$19,756.00

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

Staff recommends approval from Dorner Company in the amount not to exceed \$19,756.00 from account #50-731-530-6400

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.

To: Village of Germantown
Attn: Paul Haugen
Ref: Well #3 Valve Replacements

Date: 12/28/2021
Proposal No. Q2286byge
Page: one of one
Industry Code: 4952

FOB: Factory
Terms: N30
Delivery: 4-5 Weeks

Make Order To: Dorner Company
N61 W23043 Silver Spring Dr.
Sussex, WI 53089

Phone No: (262) 932-2100

Sales Contact: Tim Ruesch

Prepared By: Steve McMahon

Item	Quan.	Description	Unit Price	Total
1	3	6" Bray Resilient Seated Butterfly Valve, Cast Iron Body, Wafer Style, Nylon Coated Ductile Iron Disc, EPDM Seat, Lower Bearing, with Bracket and Adapter For Use With Existing Bray Manual Override, and Kinetrol Double Acting Pneumatic Actuator. Model: 30-0600-11010-119*KN087-100	\$ 1,692	\$ 5,076
2	2	3" Bray Resilient Seated Butterfly Valve, Cast Iron Body, Wafer Style, Nylon Coated Ductile Iron Disc, EPDM Seat, Lower Bearing, with Bracket and Adapter For Use With Existing Bray Manual Override, and Kinetrol Double Acting Pneumatic Actuator. Model: 30-0300-11010-119*KN057-100	\$ 1,332	\$ 2,664
3	3	8" Bray Resilient Seated Butterfly Valve, Cast Iron Body, Wafer Style, Nylon Coated Ductile Iron Disc, EPDM Seat, Lower Bearing, with Bracket and Adapter For Use With Existing Bray Manual Override, and Kinetrol Double Acting Pneumatic Actuator. Model: 30-0800-11010-119*KN107-100	\$ 2,505	\$ 7,516
4	2	(2) Technicians for (2) Days of Factory Authorized Field Service.	\$ 2,250	\$ 4,500
		Total		\$ 19,756

Notes: Prices quoted are FOB Factory with pre-pay & add. Quote valid for 90 days. Any applicable taxes are not included in the above pricing. Delivery times are estimated and are not guaranteed.

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

MEETING DATE: January 4th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Consideration to purchase HMO injector pumps for well #3

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

We would like permission to purchase (2) new DulcoFlex replacement HMO injector pumps. The existing pumps are original to the well and the manufacturer has stopped making the existing models along with replacement parts, will no longer be available. These pumps are used to inject HMO into the water prior to filtration to eliminate Radium from the water. William Reid is the vendor rep and installer.

William Reid PO box 397 Germantown Wi, 53022 \$18,428.00

ORDINANCE_____ RESOLUTION_____ OTHER _____ ATTACHMENTS X

RECOMMENDATION:

Staff recommends approval of William Reid for purchase (2) HMO pumps to include installation and start up. Not to exceed \$18,428.00 from account #50-732-530-6500

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.

**WILLIAM/REID***A Division of Gasvoda & Associates, Inc.*

Quotation

Date: December 28, 2021**Quotation valid until:** March 28, 2022**Prepared for:**

Village of Germantown
C/o Paul Haugen
PO Box 337
Germantown, WI 53022

Prepared by: Patrick Ingle**Quotation Number:** 122821 PLI**Project Reference:** ProMinent

We are pleased to offer the following quotation for your consideration:

Quantity	Description	Unit Price
2	DULCOflex DFBu Peristaltic Pump Flow: 17.8 lph / 4.7 gph Pressure: 8 BAR / 115 PSI 3-rollers, Motors VFD's and leak detection included	Included
1	Freight	Included
1	Installation	Included
Total Price		\$18,428.00

TERMS: Net 30 days.**FREIGHT:** F.O.B. Shipping Point, with Freight Allowed to the Jobsite.**START-UP:** 1 day(s) of start up services are included. Any additional will be billed at our standard rate.**TAXES:** ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.**SUBMITTALS:** N/A weeks after receipt of order.**DELIVERY:** 3 to 6 weeks after approval and authorization to proceed.**DURATION:** After 30 days, we reserve the right to review, amend, or withdrawal this proposal.*Respectfully submitted,*

Patrick Ingle
262-420-7500

Orders should be submitted to: sales@williamreidltd.comwww.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements. Please be sure to complete all of the information below so that we may get started on your order!

AUTHORIZATION TO PROCEED :

Authorization to proceed with placing the proposed equipment on order must be acknowledged by return of this document properly executed. Such acknowledgement will be considered as your acceptance of this proposal as written including terms and conditions. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

BILL TO:

SHIP TO:

E-MAIL ADDRESS FOR INVOICES:

TAGGING:

PO #:

ORDER CONTACT:

SITE CONTACT:

PHONE:

SITE PHONE:

TAXABLE: YES / NO If tax exempt, please return a copy of your tax exemption certificate.

ACCEPTED:

Authorized Signature

PRINT NAME:

TITLE:

DATE:

SPECIAL INSTRUCTIONS:

www.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

WILLIAM/REID LTD TERMS AND CONDITIONS OF SALE

TERMS

1. **Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.**
2. **Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:**
 - A) 10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.**
 - B) 10% of remaining net order total due at time of release to production with no retainage allowed.**
 - C) Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.**

Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.

CONDITIONS

1. **General**

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. **Warranty**

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. **Liability of Seller**

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. **Claim Period**

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. **Cancellation**

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. **Taxes**

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. **Storage**

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. **Drawings, Illustrations and Manuals**

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. **Insurance**

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. **Start Up**

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

www.williamreidltd.com

DulcoFlex DFB Series

One of the most versatile hose pumps ever built!



The **DulcoFlex DFB** is a versatile peristaltic pump, which incorporates both hose and tubing technology. The unique roller design offers a lubricant-free housing unlike typical shoe pumps. With pressures up to **116 psi** and flow rates to **337 gph**, the DFB is a great choice for pumping difficult fluids such as slurries and abrasive chemicals.

Features & Benefits

- 10, 13, 16, 19, 22mm tubing pumps (30 psi)
- 10, 13, 16, 22mm reinforced hose pumps (116 psi)
- Flows to 337 gph (5.6 gpm)
- Halar coating available for the toughest chemicals
- Disaster proof hose connections
- Roller Technology - Lower hose stress
- Easy maintenance
- Reinforced hose
- Can run dry
- Self priming
- Great for solids
- Reversible
- No seals
- No valves

Applications

- NaOCl
- Lime dosing
- FeCl₃
- Mining
- Fruit Juices
- Flavoring
- Wine
- Ink
- Emulsions
- Detergents

DulcoFlex DFB Series

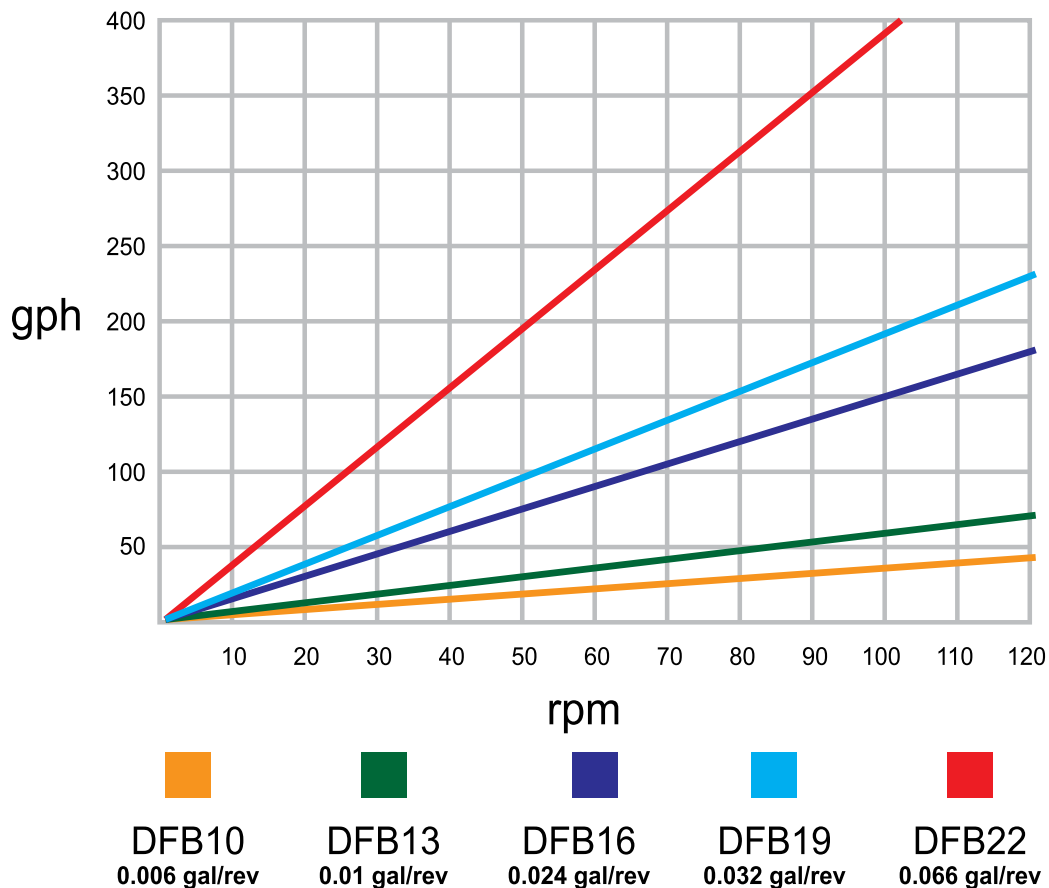
Technical data

Capacity Data					
	DFB10	DFB13	DFB16	DFB19*	DFB22
DFB Series					
Compression	Roller	Roller	Roller	Roller	Roller
Connection	3/8"	3/8"	3/4"	1"	1"
Capacity gal/rev	0.006	0.01	0.024	0.032	0.066
Max. Flow gph	31	51	122	163	337
Max. Pressure Reinforced Hoses	116 psi	116 psi	116 psi	N/A	116 psi
Tubing	Norprene	Norprene	Norprene	Norprene	Norprene
Max. Pressure Tubing	30 psi	30 psi	30 psi	30 psi	30 psi

Models are available with one of the following reinforced hoses: Natural Rubber, Buna, EPDM, Hypalon

* DFB19 is not available with reinforced hoses

DFB Series Flow Rates



ProMinent Fluid Controls, Inc.
 136 Industry Drive • Pittsburgh, PA 15275 USA
 (412) 787-2484 • Fax: (412) 787-0704
 email: sales@prominent.us • www.prominent.us

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PN: 7750600
 DulcoFlex_DFB.indd rev3 10/05/2016

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

MEETING DATE: January 4th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Installation of (3) water tower mixers

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The water utility requests authorization to purchase and install (3) new Kasco Mixers in Water Towers #1-W188N11600 Maple Rd., #2-N101W15201 Starlite Dr. and #3-N112W13575 Mequon Rd.

These three water towers do not have any mixing capabilities. Water in a tower will benefit by eliminating temperature stratification in summer months and ice cap freeze ups in winter. Competitive bidding was not look at due to this product is vendor repped and is the installation repair firm.

- **William Reid, PO Box 397, Germantown WI 53022 \$59,155.00**
-

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER ___X___

RECOMMENDATION:

Staff recommends spending authority not to exceed \$59,155.00 for the purchase and installation of (3) Kasco water tower mixers.
funds will come from account #50-180-183-3420

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.

**WILLIAM/REID***A Division of Gasvoda & Associates, Inc.*

Quotation

Date: Dec. 28, 2021**Quotation valid until:** March 28 2022**Prepared by:** Richard Pierce**Quotation Number:** 051821 RLP**Project Reference:** 21RLP050**Prepared for:**

Paul Haugen
Superintendent of Water Utility
Village of Germantown

We are pleased to offer the following quotation for your consideration:

Quantity	Description	Total Cost
1	Kasco Mixer/Panel Install and Start up Electric all 3 towers, Budget for 2022. If work is done in one week, there will be a \$2500 Discount	28,685.00
Total Price		\$28,685.00

TERMS: Net 30 days.**FREIGHT:** F.O.B. Shipping Point, with Freight Prepaid and Added to the Invoice.**START-UP:** 1 day(s) of start up services are included. Any additional will be billed at our standard rate.**TAXES:** ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.**SUBMITTALS:** N/A weeks after receipt of order.**DELIVERY:** weeks after approval and authorization to proceed.**DURATION:** After 30 days, we reserve the right to review, amend, or withdrawal this proposal.*Respectfully submitted,*

Richard Pierce
414-267-7259

Orders should be submitted to: sales@williamreidltd.comwww.williamreidltd.com



WILLIAM/REID

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Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements. Please be sure to complete all of the information below so that we may get started on your order!

AUTHORIZATION TO PROCEED :

Authorization to proceed with placing the proposed equipment on order must be acknowledged by return of this document properly executed. Such acknowledgement will be considered as your acceptance of this proposal as written including terms and conditions. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

BILL TO:

SHIP TO:

E-MAIL ADDRESS FOR INVOICES:

TAGGING:

PO #:

ORDER CONTACT:

SITE CONTACT:

PHONE:

SITE PHONE:

TAXABLE: YES / NO If tax exempt, please return a copy of your tax exemption certificate.

ACCEPTED:

Authorized Signature

PRINT NAME:

TITLE:

DATE:

SPECIAL INSTRUCTIONS:

www.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

WILLIAM/REID LTD TERMS AND CONDITIONS OF SALE

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 - C) Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.

Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.

CONDITIONS

1. General

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2. Warranty

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

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3. Liability of Seller

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4. Claim Period

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7. Storage

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8. Drawings, Illustrations and Manuals

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

www.williamreidltd.com

**WILLIAM/REID***A Division of Gasvoda & Associates, Inc.*

Quotation

Date: Dec. 28, 2021

Quotation valid until: March 28, 2022

Prepared for:

Village of Germantown
C/o Paul Haugen
PO Box 337
Germantown, WI 53022

Prepared by: **Patrick Ingle**

Quotation Number: 040821 PLI

Project Reference: Tower Mixers

We are pleased to offer the following quotation for your consideration:

Quantity	Description	Unit Price
2	Kasco Certisafe Mixer, Mount & CS150 Controller Part# 24C61100SM-CS1 120v 1/21HP	9,990.00
1	Kasco Certisafe Mixer, Mount & CS150 Controller Part# 34C61100SM-CS1 120v 3/4HP	10,490.00
1	Freight to Jobsite	0.00
	Submittal Attached	
	The 2400 series for the 0.5MG Tanks are identical to what is being provided for the new	
	Start-up will be included in the installation quote.	
Total Price		\$30,470.00

TERMS: Net 30 days.**FREIGHT:** F.O.B. Shipping Point, with Freight Allowed to the Jobsite.**START-UP:** NO day(s) of start up services are included. Any additional will be billed at our standard rate.**TAXES:** ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.**SUBMITTALS:** 1 to 2 weeks after receipt of order.**DELIVERY:** 2 to 3 weeks after approval and authorization to proceed.**DURATION:** After 30 days, we reserve the right to review, amend, or withdrawal this proposal.*Respectfully submitted,*

Patrick Ingle
262-420-7500

Orders should be submitted to: sales@williamreidltd.comwww.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements. Please be sure to complete all of the information below so that we may get started on your order!

AUTHORIZATION TO PROCEED :

Authorization to proceed with placing the proposed equipment on order must be acknowledged by return of this document properly executed. Such acknowledgement will be considered as your acceptance of this proposal as written including terms and conditions. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

BILL TO:

SHIP TO:

E-MAIL ADDRESS FOR INVOICES:

TAGGING:

PO #:

ORDER CONTACT:

SITE CONTACT:

PHONE:

SITE PHONE:

TAXABLE: YES / NO If tax exempt, please return a copy of your tax exemption certificate.

ACCEPTED:

Authorized Signature

PRINT NAME:

TITLE:

DATE:

SPECIAL INSTRUCTIONS:

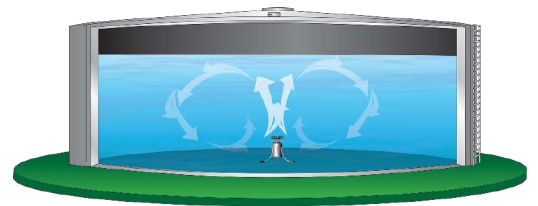
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CertiSafe™ Mixers



BENEFITS OF A POWERFUL, ACTIVE MIXER

- Improves water quality
- Eliminates ice formation
- Minimizes residual loss
- Reduces thermal and chemical stratification
- Reduces differences in water taste and odor
- Reduces nitrification risk in chloraminated water
- Lowers the rate of disinfection by-product (DBP)
- Lowers the rate of sediment accumulation



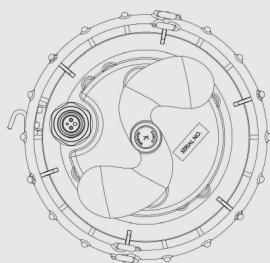
UNIT SPECIFICATIONS

Sizes Available	1/2HP, 3/4HP, 1HP and 2HP		
Electrical Requirements	120V, single phase, 60Hz (1/2HP, 3/4HP and 1 HP) 208-240V, single phase, 60Hz (3/4HP, 1HP and 2HP)		
Lubrication	Food-grade mineral oil		
Cord Lengths	Stub (32 in.), 50 ft., 100 ft., 200 ft.		
Amps	1/2HP, 120V - 5.7 3/4HP, 120V - 7	3/4HP 208-240V - 3.5 1HP 120V - 9.1	1HP 208-240V - 4.5 2HP 208-240V - 9
Warranty	3 years (applies to mixer, mount & control panel) Optional extended warranty available		

UNIT DIMENSIONS

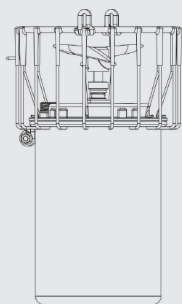
1/2, 3/4, 1 and 2HP

Unit Top



9.5 in. diameter

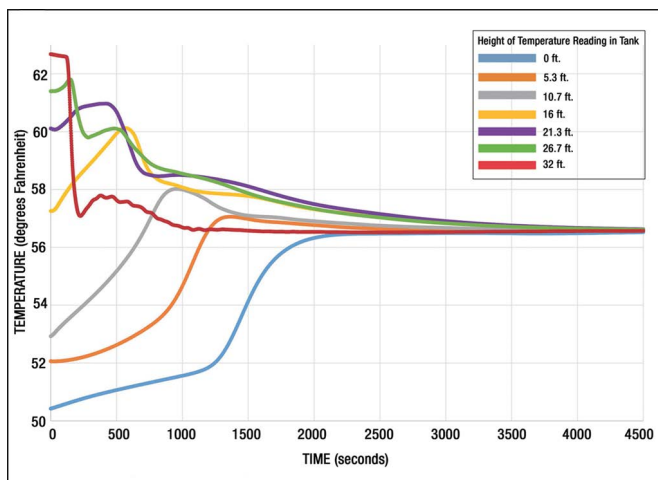
Unit Side



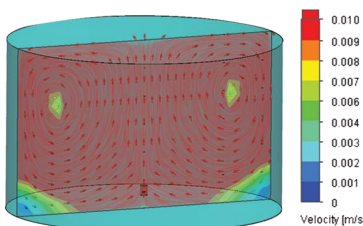
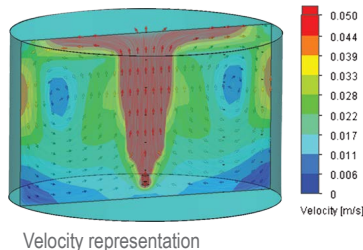
17 1/2 in.
Height

MIXING CAPABILITIES

Computational fluid dynamics (CFD) and test results using a 3400C61 CertiSafe™ mixer to mix a .5 million gallon tank.



Results from thermal testing shows all layers of the tank converged within 40 minutes



CFD indicating tank can be thoroughly mixed over time

MOUNTING

Install Kasco CertiSafe™ mixers in elevated and ground storage tanks with the available floor mount, pipe mount and suspended mounting options.



Pipe Mount

Floor Mount

CONTROL & MONITORING

UL LISTED CS-100 (120Volt) and CS-200 (230Volt) control panels are designed for easy installation and operation. Both include an H-O-A operator switch, LED indicator lights, SCADA I/O for remote control and monitoring, and automatic shut off feature if tank level drops below operating level.



Kasco®

Moving Water Forward, Since 1968

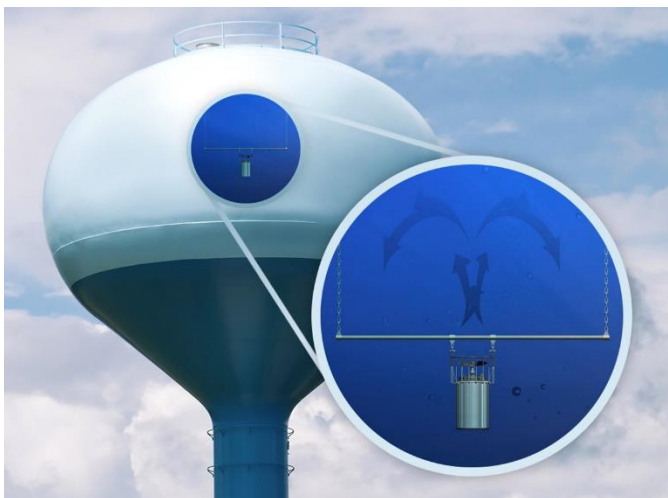
kascomarine.com

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800 Deere Rd. Prescott, WI 54021 • 715-262-4488 • sales@kascomarine.com • www.kascomarine.com

CertiSafe Tank Mixer Series C61

Models 2400, 3400, 4400 and 8400



Certified to
NSF/ANSI 61 & 372



BENEFITS OF A POWERFUL ACTIVE MIXER

- Reduces thermal & chemical stratification
- Minimizes residual loss
- Reduces differences in water taste/odor
- Reduces nitrification risk in chloraminated water
- Lowers rate of disinfection by-product (DBP)
- Prevents ice damage and corrosion inside tanks
- Lowers the rate of sediment accumulation

Power Cord

- SJTOW or SJTOOW UL, CSA and NEC approved underwater rated cable
- 3 wire cable
- Available in 50 ft., 100 ft., or 200 ft. cable lengths
- IP68 submersible quick disconnect on 12AWG and larger cords

Features

- NSF 61 / ANSI 372 certified
- ETL Listed to UL and CSA standards
- Shippable by FedEx
- Operates to a depth of 50ft
- 3 year warranty on all models, mounts and control panels
- Optional 5 year warranty

Control Panel Options

- UL listed for US and Canada
- UL type 3R/4X weatherproof enclosure
- SCADA I/O for motor control and monitor
- For more detail, reference the CS-100 and CS-200 specification sheet

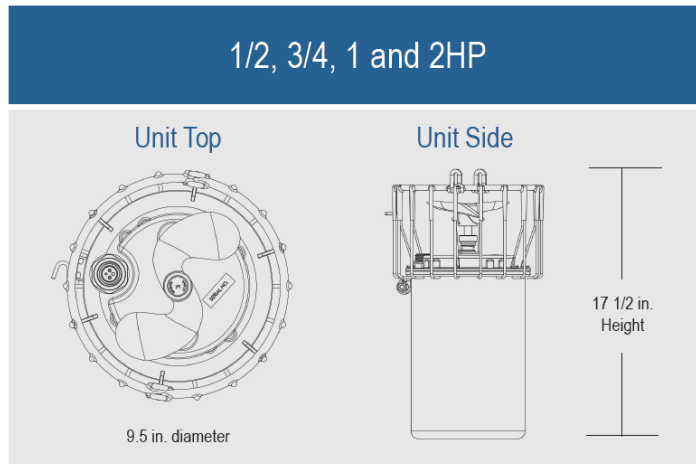
Motor Unit

- Available in 120V and 240V, 60Hz, single phase, 1750 RPM
- Two long life bearings
- Thermal overload protection
- Two, fully unitized carbon ceramic mechanical seals
- 300 series austenitic stainless steel housing with domed stainless-steel motor top, and protective coated cage / prop guard

Mounting Options

- Floor, pipe and suspended mount options developed for elevated and ground potable water applications
- For more detail, reference the mount specification sheet

UNIT DIMENSIONS



KASCO CERTISAFE MIXER SPECIFICATIONS

TANK SIZE	SUPPLY VOLTAGE/ PHASE/Hz	HP	MIXER MODEL	CON- TROL CENTER	CABLE LENGTH (FT.)	CABLE GAUGE	MOUNTING	AMPS	LOCK ROTOR AMPS	THRUST (LBS.)	PART NUMBER	SHIPPING WEIGHT
Up to .5MG	120/1/60	1/2	2400	Optional	50	16	Optional	5.7	12	29	2400C61050	41
			Municipal Series		100	14					2400C61100	47
					200	12					2400C61200	69
Up to 2MG	240/1/60	3/4	3400	Optional	50	16	Optional	3.5	9	36	3400C61050	45
			Municipal Series		100	14					3400C61100	51
					200	12					3400C61200	73
			3400		50	16					3400HC61050	44
			Municipal Series		100	14					3400C61100	51
					200	12					3400C61200	72
Up to 4MG	208-240 1/60	1	4400	Optional	50	16	Optional	9.1	40	41	4400C61050	45
			Municipal Series		100	14					4400C61100	51
					200	12					4400C61200	73
			4400		50	16					4400HC61050	44
			Municipal Series		100	14					4400HC61100	51
					200	12					4400HC61200	72
Over 4MG	208-240 1/60	2	8400	Optional	50	16	Optional	9	40	56	8400C61050	61
			Municipal Series		100	14					8400C61100	74
					200	12					8400C61200	88

CS-150 Kasco CertiSafe™ Control Panel

For 2400C61, 3400C61 & 4400C61 Mixers



OVERVIEW

The model CS-150 is a 120Vac, 60hz, single phase UL listed control panel engineered to operate Kasco C61 CertiSafe™ tank mixers. Designed for easy installation and operation with included GFCI circuit breaker, H-O-A control switch, indicator LEDs, Low water inhibit, and SCADA I/O for remote operation and monitoring.

INCLUDED

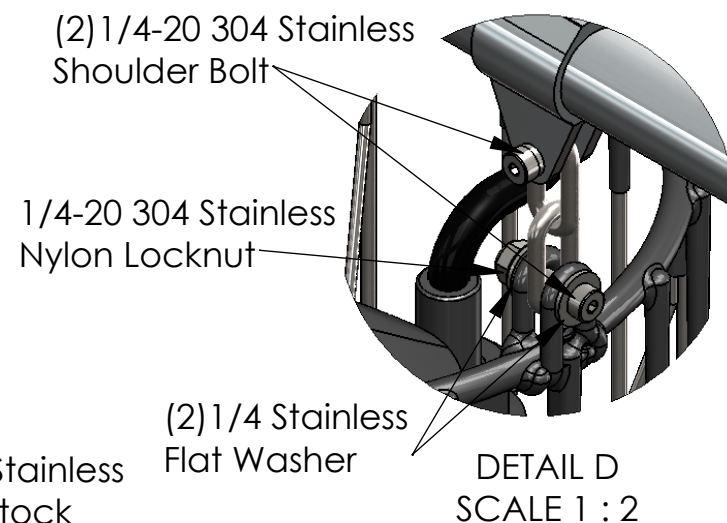
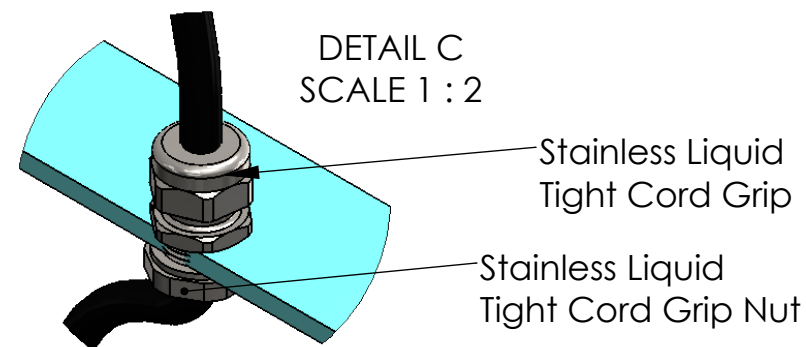
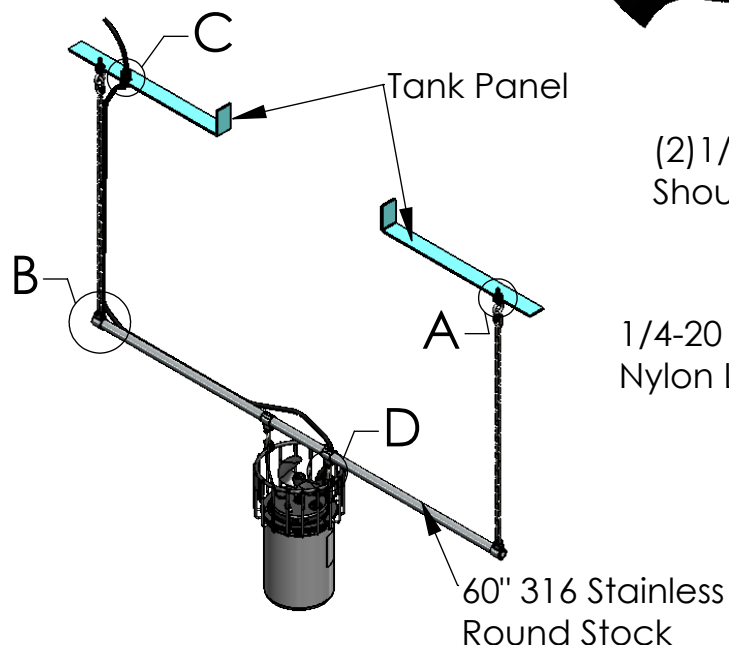
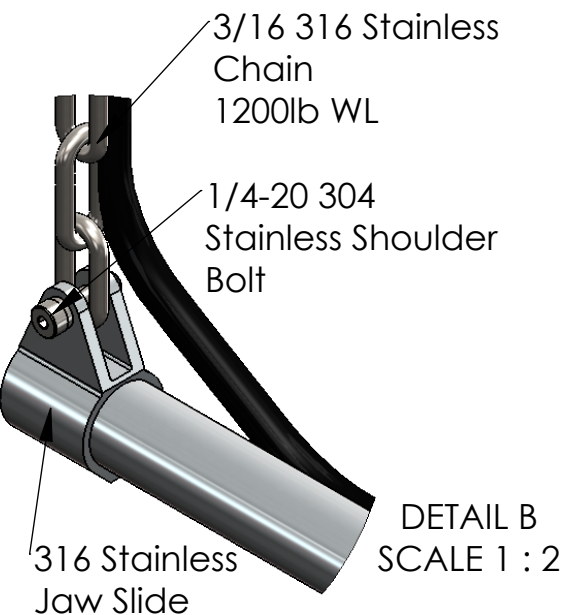
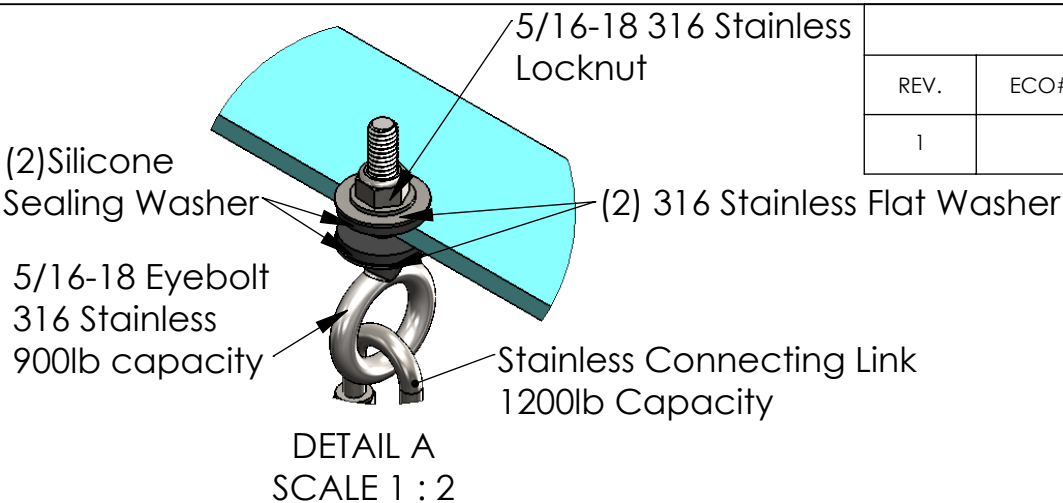
- 20amp, single pole, GFCI 6ma trip circuit breaker
- Motor contactor: 1hp, 120Vac motor load rated
- Green LED running pilot light
- Red LED Fault pilot light
- H-O-A switch (Hand-Off-Auto)
 - Hand mode operates the mixer continuously (local control)
 - Auto mode operates the mixer from remote SCADA input
- Interface for remote SCADA mixer start/stop control signal (H-O-A Auto mode)
- Low water inhibit: Inhibit mixer operation if tank level drops below operating level
- Low water inhibit sensor adjustment tool
- 4-20ma motor current output (to SCADA) for monitoring motor status and fault condition
- Dry contacts (to SCADA) for: H-O-A in Hand, H-O-A in Auto, Mixer Running, & Mixer Fault
- Auxiliary interlock input for local low tank level inhibit
- UL508A listed control panel for US and Canada
- UL type rated 4X/3R nonmetallic enclosure with pad lockable latch, and integral mounting feet.
- Detailed wiring schematic with field terminal identification.

OPTIONAL

- 316 Stainless steel enclosure (non-stocked, built per order)

REQUIRED

- 20amp feed breaker required and disconnect switch if required (supplied by others)
- Auxiliary interlock input: if utilized, the terminal jumper is replaced with a dry contact relay closure
- Remote SCADA start/stop input requires a dry contact relay closure



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THIRD ANGLE PROJECTION



UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES.
DIMENSIONS IN [] ARE MILLIMETERS.
TOLERANCES ON:

.X ± .02 [.508] .XX ± .010 [.254]
.XXX ± .005 [.127] ANGULAR ± 0.5°

THIS DRAWING CONTAINS PROPRIETARY
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KASCO MARINE, INCORPORATED

MATERIAL:

FINISH:

TITLE:

SM-100

DWG. NO.

REV.

ECO#

DESCRIPTION

DR'N BY

DATE

DES ENG

CH'K BY

1

Certsafe Suspension Mount

TED

12/5/17

TED

Kasco
Marine, Inc.

800 DEERE ROAD
PRESCOTT, WI 54021-1241

SCALE: 1:20

SHEET 1 OF 1



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

WILLIAM/REID LTD TERMS AND CONDITIONS OF SALE

TERMS

1. Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.
2. Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:
 - A) 10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.
 - B) 10% of remaining net order total due at time of release to production with no retainage allowed.
 - C) Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.

Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.

CONDITIONS

1. General

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

www.williamreidltd.com

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

MEETING DATE: January 4th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Pressure wash Water Towers #1 and #2

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The village water utility requests authorization to hire Water Tower clean and Coat for pressure washing services on Water tower #1-W188N116 Maple Rd and tower #2-N101 W15201 Starlite Dr. We solicited three quotes and are as follows:

- **James Orr Coating inspection LLC-\$24,000.00**
- **Giant Maintenance and restoration Inc.-Nonresponsive**
- **Water Tower Clean and Coat, Inc. W11822 Reynold Rd. Lodi, WI
53555 \$14,400.00**

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER ___X___

RECOMMENDATION:

Staff recommends spending authority to hire Water Tower Clean and Coat in the amount not to exceed \$14,400.00 from account # 50-741-530-6610

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.

Water Tower Clean and Coat, Inc.

W11822 Reynold Rd.

Lodi, WI 53555

Phone: 608-234-8932

Fax: 608-592-7574

Prepared by: Sam Paque



Customer

Paul Haugen

Village of Germantown

262-253-8254

phaugen@village.germantown.wi.us

DESCRIPTION	Quantity	AMOUNT
Exterior Cleaning of the 500k gallon sphere water tower to include: STEP 1. Pre-rinse application of 200 ppm Chlorox bleach mixed with 4 oz. per gallon of Dawn dish soap sprayed over the surface of the tank several minutes prior to cleaning in order to loosen the mildew and dirt. STEP 2. Pressure washing of the pre-rinsed area of the tank using a maximum of 2200 psi water distributed through a turbo nozzle in order to NOT scarify the coating, but remove all of the debris from the surface. STEP 3. Post wash rinse to consist of mildew inhibitor consisting of 200 ppm quaternary ammonium and water applied over the cleaned area.	2	7,200.00
Subtotal		\$14,400.00
TERMS AND CONDITIONS 1. Customer will be billed after work is completed. 2. Please fax, email or mail the signed quote to the address above		
Customer Acceptance (sign below):		
TOTAL Due		\$14,400.00

x _____

Print Name:

Sam Paque, 608-234-8932, sam@watertowermixingsystems.com

Thank You For Your Business!

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

MEETING DATE: January 4th, 2022

AGENDA ITEM: New Business

ITEM TITLE: 2022 Replacement of a one ton with dump box

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The village water utility requests authorization to replace our 20-year-old one ton with dump box and purchase a new one ton and dump box. With the delays in supply chains along with a very narrow window from the State bidder we are told a window will be open sometime in May. Because of this narrow window we are asking permission to spend up to our budgeted amount of \$71,000.00. We are hopeful but cautious of any potential price hikes, if that were the case, I would inform the Committee.

The current unit will be sold on auction when we take receipt of the new one.

ATTACHMENT: ORDINANCE_____RESOLUTION_____ OTHER ___X___

RECOMMENDATION:

Staff recommends spending authority not to exceed \$71,000.00 to purchase ancillary equipment and replacement of a one-ton truck with dump box from the state bid, funds will come from account # 50-180-185-3920. If the cost exceeds this amount, I will inform the 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.



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

MEETING DATE: January 4th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Wisconsin DNR Urban Forestry Grant Approved

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

In September of 2021, staff presented for approval a Wisconsin DNR Urban Forestry Grant, which was accompanied by an authorizing resolution. The Public Works Committee and Village Board approved the grant application which was submitted before the deadline of October 1st, 2021. I am pleased to announce that Germantown's grant application was awarded in full! As a reminder, the commitment made as part of the 2022 budget was in the amount of \$24,500.00 with a 50% reimbursement upon completion of the necessary components. To receive our reimbursement, the following tasks will have to be completed: GIS tree inventory update, staff training in planting & trimming, staff training in tree felling & chainsaw safety and a public engagement session geared toward tree planning. We have outlined our schedule with Wachtel Tree Science for the necessary staff training already. Please be advised that the public training session will be held on Saturday April 23rd, 2022, from 9:00am until Noon at Fireman's Park.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

No action is currently necessary.

COMMITTEE ACTION:

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

MEETING DATE: January 4th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Aerial Lift Truck Purchase

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

Funds were allocated in the amount of \$180,000.00 as part of the Highway Department budget for a purchase of an Versa-lift aerial lift truck, VST-401. The village has become reliant on having an aerial lift truck as part of the Highway Department fleet. This piece of equipment is used almost daily to complete various tasks including but not limited to: traffic signal and street lighting maintenance, sign installation and replacement and forestry related tasks. Staff has solicited pricing from three different vendors and the results are listed below.

Utility Sales and Service: \$177,469.00

ABM Equipment: \$186,351.00

Drake-Scruggs Equipment: \$192,849.00

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

RECOMMENDATION:

Staff recommends purchasing a Versa-lift VST-401 from Utility Sales and Service in an amount not to exceed: \$177,469.00. If approved, funds shall be allocated from the Highway capital account: 40-542-570-8520.

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 COMMITTEE
GERMANTOWN, WI**

MEETING DATE: January 4th, 2022

AGENDA ITEM: New Business

ITEM TITLE: 2022 Parks Department Pick-up Truck Purchase

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

Funds were allocated as part of the 2022 Parks Department budget in the amount of \$45,000.00 for the replacement of a pick-up truck. Last year General Motors opened a window for commercial purchasing in September, but General Motors closed that window before staff could present the purchase at October's meeting. The village was fortunate in December that General Motors opened an unexpected window for commercial purchasing with limited models available, and that one of those models matched staff's specifications. When 2022 commercial purchasing becomes available, staff will do diligence to price compare and make sure the village receives the best product possible to fit our needs. To ensure that the village is prepared to purchase the 2022 model year pick-up truck, staff is requesting authorization to purchase that truck in an amount not to exceed \$45,000.00.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

Staff recommends the purchase of a 2022 model year pick-up truck in an amount not to exceed \$45,000.00. If approved, funds shall be allocated from the Parks Department capital account: 40-553-570-8520.

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 COMMITTEE
GERMANTOWN, WI**

MEETING DATE: January 4th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Patrol Truck Commitment

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

As part of the 2022 budget process, \$200,000.00 was added to the Highway Department capital budget for the replacement of a Highway Department patrol truck. The useful service life of the departments patrol vehicles is currently at 14 years before becoming a spare. It is important for winter operations and the budget process that we as a community do our best to keep our current replacement cycle. Staff has recently been made aware that due to supply chain issues, we will not have a commitment from the dealership to provide us with a patrol truck in 2022. We also know that the budgetary figure they provided to us for 2022 is not enough to cover the cost of the vehicle as the manufacturer has recently implemented a “raw material surcharge”. If we carry-over the 2022 funding and purchase (2) trucks in 2023, a commitment from the village will have to be made at a point not yet determined by the Western Star manufacturer. We do know already that the commitment will need to take place in 2022 and before the 2023 budget is put together and approved by the Village Board. Please note that while we as a village would make the commitment to purchase in 2022, delivery and payment would not take place until mid – late 2023, long after our 2023 budget is approved. This process is defiantly not what we have been accustomed to when purchasing patrol trucks in the past. That said, making the commitment to purchase the vehicles when the manufacturer allows, will give us the best possibility to get both trucks in 2023 and stay on track with our replacement schedule.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

RECOMMENDATION:

Staff recommends making a commitment to purchase (2) Western Star patrol trucks from Truck County when the manufacturer allows orders to be taken some time in 2022. Staff also recommends the carry-over of 2022 funds and subsequent budgeting of the 2022 shortfall and 2023 purchase as part of the 2023 budget process.

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: January 4, 2022

AGENDA ITEM: New Business

ITEM TITLE: Consideration of Invoice for Washington County-
Intersection of Freistadt Rd & Goldendale Rd

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

SUMMARY EXPLANATION:

The Village of Germantown, as part of the Jurisdictional Transfer of Goldendale Rd Agreement, agreed to a maximum cost share of \$100,000.00 towards the reconstruction of the Intersection of Freistadt Rd and Goldendale Rd. The intersection has been completed and Washington County has forwarded an invoice to the Village of Germantown for \$100,000.00. The total project cost is \$313,332.29

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee approve the Payment of the Invoice to Washington County in the amount of \$100,000.00 and forward with a positive recommendation to the Village Board for their 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.

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

MEETING DATE: January 4, 2022

AGENDA ITEM: New Business

ITEM TITLE: Development Agreement for Goldendale Road Germanton, LLC
(aka; Murphy Pet Foods)

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

SUMMARY EXPLANATION:

Staff is presenting the Developers Agreement for the proposed Goldendale Road Germantown, LLC (Murphy Pet Foods) for approval by the Public Works and Highway Committee. The Development consists of one (1) building and would be located at the northwest corner of Holy Hill Road and Goldendale Road. The public improvements addressed in the DA are the extension of water main. The water main is located on site and the alignment encircles the proposed building. The water main will be in a 20-foot easement. The private sanitary sewer lateral will terminate into an existing sanitary manhole located in Gateway Court. In addition, the DA addresses the standard fees, impact fees and the amount of the Letter of Credit.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff is recommending the Public Works and Highway Committee approve the Development Agreement for the Goldendale Road Germantown, LLC 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.

**GOLDENDALE ROAD GERMANTOWN, 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 Goldendale Road Germantown, LLC, hereinafter referred to as "Developer".

WHEREAS, the Developer owns Lot # 2 (14.186 acres) of Certified Survey Map No. 6897, being a redivision of Lot 1 of Certified Survey Map No. 5959 in the Northeast ¼ of the Southeast ¼ and the Southeast ¼ of the Southeast ¼ of Section 7, Township 9 North, 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 site plan for one (1) building on the parcel having 172,488sq. ft; with the possibility of a 26,000 sq. ft. expansion, the building will be a Pet Food manufacturing facility with associated office space (the "Development"); 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 facility in a dedicated easement on the Property, and the Village will require that such plans and designs be approved and permitted; and

WHEREAS, the Developer has proposed one (1) entrance on Gateway Court; 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; 248 lf of 10 inch; 749 lf of 8 inch and 775 lf of 6 inch water main together with necessary valves, 4 fire hydrants and necessary water lateral to service the proposed building 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 Water Utility Department shall be contained in Village right-of-way or a utility easement dedicated to the Village. The easement shall be dedicated to the Village through an easement document prepared and submitted by Developer, subject to review and approval by the Village Engineer and the Village Attorney.

The pre-construction meeting was held prior to start of construction.

1.03 SANITARY SEWERAGE SYSTEMS. Developer shall install a sample manhole in line with the sanitary lateral. The sanitary lateral shall connect directly to an existing sanitary manhole located in gateway Court. The sampling manhole is to be private and the lateral to the building is private. Developer has designed and submitted, and 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 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. Developer has submitted plans showing stormwater drainage from the Development discharging into two (2) existing storm drainage Ponds located on adjacent land to the north which is located on Lot # 2 of CSM #6913 and adjacent land to the southwest located on Lot #1 of CSM #6897. Developer has submitted and the Village Engineer has reviewed and approved storm water volumes to verify the proposed Ponds 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 as 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. Developer shall install all storm water management facilities as shown on the SWMP. Developer shall, to the Village’s satisfaction, enter into appropriate agreements with the owner of the two adjoining parcels that allow for storm water from the Development to access the Ponds and that addresses responsibility 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 accepted by the Village in the site plan approval granted September 13, 2021.

1.08 STREET SIGNS AND MARKINGS. Developer shall install all required street signs and markings at Developers expense. (None are required.)

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

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.

The pre-construction meeting was held between Developer, the Contractors and the Village prior to construction commencing.

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
- (4) Erosion and sedimentation controls
- (5) Water main extensions
- (6) Sanitary Sampling Manhole
- (7) Sanitary Sampling Manhole Record Drawings
- (8) Sanitary Sewer Extensions
- (9) Sanitary Sewer Record Drawings
- (10) Landscaping

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, Copy Tough media. 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. In the event that it should become necessary to mark Village-owned utilities through Digger's Hotline prior to the as-built record drawings for the same being provided to the Village, Developer shall be responsible for the marking.

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 |
| (2) Fire Protection: | \$ 0.63549/\$1000 Building Cost |
| (3) Police Protection Facilities: | \$ 0.2809/\$1000 Building Cost |
| (4) Sanitary Sewer Connection: | \$ 4,469/REC |

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

4.03 IMPROVEMENT REVIEW FEE. Developer shall pay a fee based on the cost of required development improvements for all phases of the 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 A.

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 has been authorized three (3) 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 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 Gateway Court 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 under this Article VI, the Village reserves the right without notice or hearing to impose special assessments or charges for any third party costs actually incurred by the Village to construct the public improvements shown on the Approved Plans. 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 _____, 2022 which shall be the effective date of this Agreement.

DEVELOPER:

GOLDENDALE ROAD GERMANTOWN, LLC
By: GERMANTOWN PARTNERS LLC, Manager

By: _____
Samuel D Dickman, Agent

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally came before me this _____ day of _____, 2022, the above-named, Samuel D Dickman, Agent of Goldendale Road Germantown, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Managing Partner of said limited liability 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 _____, 2022, 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"

MURPHY PET FOOD

W206 N12880 GATEWAY Court

REVISED: 12/28/2021

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT
Survey Monuments	1.02	\$ -
Grading (Site)	1.05	\$ -
Asphalt Binder and Surface Course incl stone base	1.05	\$ -
Asphalt Surface Course (incl in above)	1.05	\$ -
Curb & Gutter	1.05	\$ -
Sidewalks / Walk Paths (currently n/a)	1.10	\$ -
Sanitary Sewer Main and Storm piping	1.03	\$ -
Water System (public)	1.02	\$ 199,000.00 #
	1.08	\$ -
Landscaping	1.09	\$ -
Street Lights (none currently contemplated)	1.10	\$ -
	1.09	\$ -
Erosion Control (in grading)	1.06	\$ -
Storm Water Ponds (utilizing 2 existing pond)	1.07	\$ -
Permanent Barricades	1.13	\$ -
SUB-TOTAL		\$ 199,000.00
DATA Conversion Fee (record drawings)	2.05/4.05	\$ 1,000.00 *
Improvement Review Fee: (\$199,000.00)_#	4.03	\$ 4,477.50 *
Professional Fee (Attorney)	4.04	\$ 500.00 *
Inspection Fee (Estimate based on construction time)	4.04	\$ 20,000.00 *
SUB-TOTAL		\$ 25,977.50 *
IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE		
Sanitary Sewer (REC @ \$4,469.00 / REC)	2 4.02 \$ 4,469	\$ 8,938.00 **
Water (REC @ \$832 / REC)	2 4.02 \$ 832	\$ 1,664.00 **
Fire (\$0.63549/\$1000 building cost)	0.63549 4.02	\$ 11,915.44 **
Police (\$0.2809/\$1000 building cost)	0.2809 4.02	\$ 5,266.88 **
<i>estimated building cost:</i>	\$ 18,750,000	
SUB-TOTAL: Impact & Connection Fees Estimate		\$ 27,784.31 **
TOTAL (Letter of Credit Amount)		\$ 199,000.00
* Amount to be Paid at Time of Signing of Development Agreement		\$ 25,977.50
** Amount to be Paid at Time of Building Permit Issuance		\$ 27,784.31

EXHIBIT “B” (labor & equipment rates)

[illegible]

EQUIPMENT RATES -- 2021

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2019	2020	2021
Cruz-Air	\$70.01	\$72.11	\$74.27
Case Backhoe & Loader	\$41.33	\$42.57	\$43.85
Michigan Loader	\$52.81	\$54.40	\$56.03
Case/John Deer Loader/Snow Plow	\$89.55	\$92.24	\$95.01
Case/John Deer Loader/Snow Blower	\$121.69	\$125.34	\$129.10
Single Axle Dump Truck (5yd)	\$37.88	\$39.02	\$40.19
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$60.84	\$62.67	\$64.55
Tandem Axle Dump Truck	\$50.52	\$52.03	\$53.59
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$74.62	\$76.86	\$79.17
Quad Axle Dump Truck	\$87.55	\$90.18	\$92.89
1-Ton Patrol Truck (2-3 yd)	\$28.71	\$29.57	\$30.46
1-Ton Truck w/Plow	\$35.59	\$36.66	\$37.76
Truck w/Water Jetter w/Aux. Power Unit	\$57.40	\$59.12	\$60.89
Aerial Lift Truck	\$71.18	\$73.32	\$75.52
3500- Truck w/ Utility Box & Crane	\$65.00	\$65.00	\$65.00
Pickup Truck	\$22.39	\$23.06	\$23.75
Pickup Truck w/Plow	\$32.15	\$33.11	\$34.10
Self Propelled Vibrating Roller	\$43.62	\$44.93	\$46.28
Self Propelled Non-Vibratory Roller	\$40.18	\$41.38	\$42.62
185 cfm Air Compressor (Portable)	\$32.15	\$33.11	\$34.10
Street Sweeper 40 Hp w/Front Mounted Broom	\$42.47	\$43.75	\$45.06
Vacuum Sweeper	\$94.14	\$96.96	\$99.87
Vac All	\$98.73	\$101.69	\$104.74
Sewer line Televising Truck	\$133.17	\$137.17	\$141.29
Combination Sewer Machine (pipe jetter & vac)	\$160.72	\$165.54	\$170.51
Mini Excavator	\$56.28	\$57.96	\$59.70
Skid Steer Loader w/Bucket	\$36.74	\$37.84	\$38.98
Skid Steer Loader w/Snow Blower/Broom	\$40.18	\$41.38	\$42.62
20" Enclosed Trailer	\$15.00	\$15.00	\$15.00
REX Valve Turner	\$83.00	\$83.00	\$83.00
10' Utility Trailer	\$12.00	\$12.00	\$12.00
Tar Kettle	\$39.03	\$40.20	\$41.41
Motorized Mower (24" & Under)	\$15.22	\$15.68	\$16.15
Motorized Mower (25"-47")	\$21.24	\$21.88	\$22.54
Motorized Mower (48" & larger)	\$24.68	\$25.43	\$26.19
Tractor w/Sickle or Flail Mower	\$52.81	\$54.50	\$56.14
		\$56.14	\$57.82
		\$57.82	\$59.55

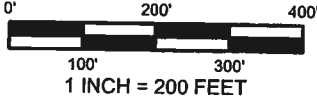
Chain Saw	\$14.07	\$14.50	\$14.94
Hydraulic Saw	\$14.07	\$14.50	\$14.94
Hydraulic Pruner	\$14.07	\$14.50	\$14.94
Chipper	\$45.92	\$47.29	\$48.71
Generator (225 Kw)	\$65.43	\$67.40	\$69.42
Generator (Under 10 Kw)	\$28.71	\$29.57	\$30.46
		\$30.46	\$31.37
Trailer Mounted Vacuum Excavator & Valve Turner	\$96.43	\$99.33	\$102.31
6 " Pump/Hose	\$35.59	\$36.66	\$37.76
4" Pump/Hose	\$29.85	\$30.75	\$31.67
3" Pump/Hose	\$24.68	\$25.43	\$26.19
Barricades-----DAILY COST	\$3.44	\$3.55	\$3.66
Traffic Control Signs-----DAILY COST	\$1.73	\$1.78	\$1.83
NOTE: 2021 rates reflect a 3% increase of 2020 rates			

EXHIBIT “C” (CSM)

CERTIFIED SURVEY MAP NO.

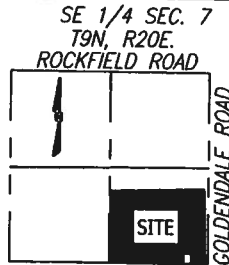
BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

GRAPHIC SCALE

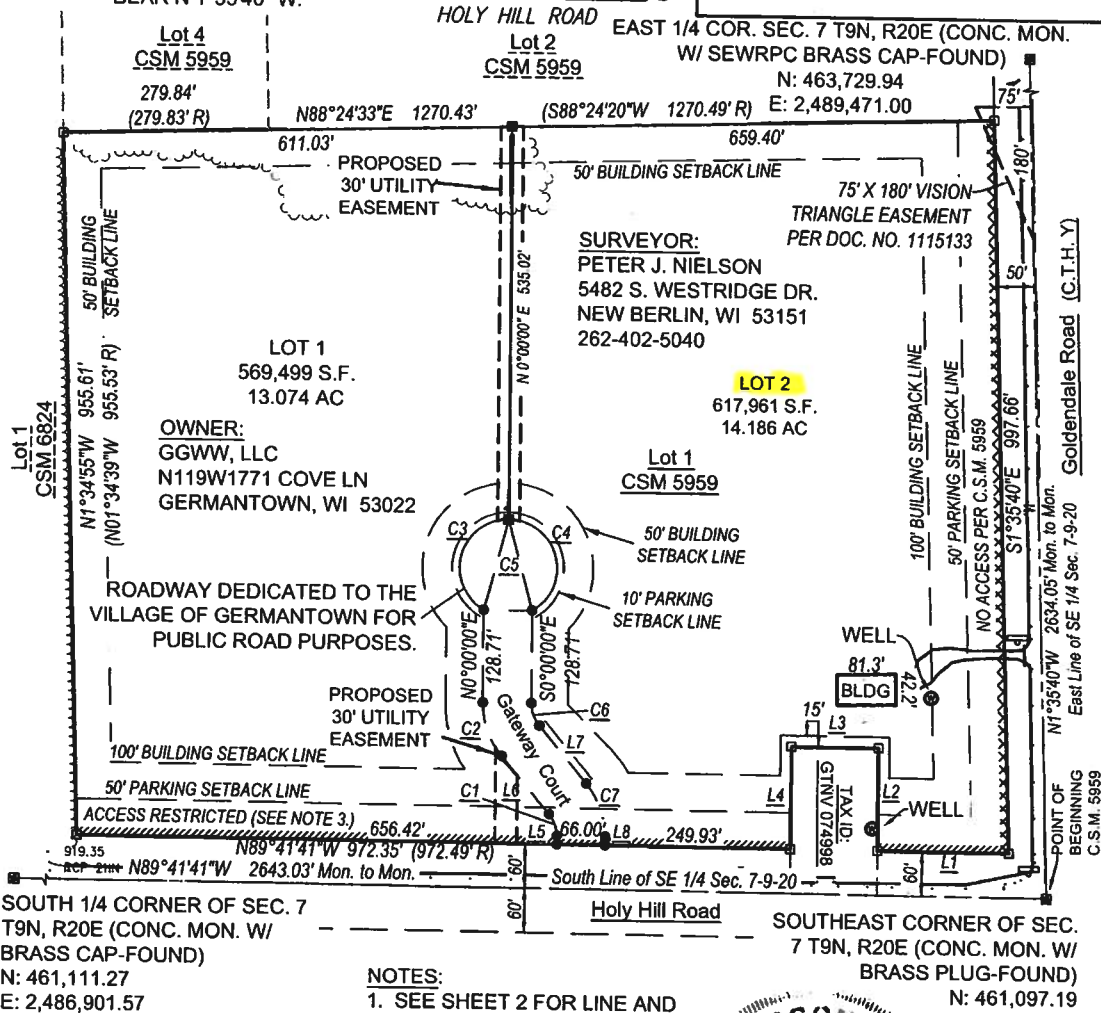


BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM - SOUTH ZONE (NAD '27). THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 7-9-20 IS ASSUMED TO BEAR N 1°35'40" W.

VICINITY MAP



Document # 1472572
WASHINGTON COUNTY WISCONSIN
05-29-2019 09:28 AM
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: \$30.00
Fee Exempt: 2R
Pages: 4



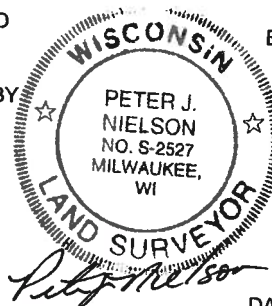
SOUTH 1/4 CORNER OF SEC. 7
T9N, R20E (CONC. MON. W/
BRASS CAP-FOUND)
N: 461,111.27
E: 2,486,901.57

LEGEND

- CONCRETE MONUMENT WITH BRASS CAP - FOUND
- LIGHT POLE
- SIGN
- OHW- OVERHEAD WIRE
- 3/4" IRON ROD - FOUND
- 5/8" IRON ROD 1.04 LBS./LF. - SET
- 2" IRON PIPE 3.65 LBS./LF. - SET
- (XXXXR) RECORDED AS DATA
- ⊙ POWER POLE

NOTES:

1. SEE SHEET 2 FOR LINE AND CURVE TABLES.
2. ACCESS TO HOLY HILL RD. FROM LOTS 1 & 2 PROVIDED BY GATEWAY COURT.



INSTRUMENT DRAFTED BY PETER J. NIELSON, P.L.S. #2527

DATE 4/2/2019
SHEET 1 OF 4

map no 6897 Vol 53 Page 219

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF
GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, PETER J. NIELSON, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND
MAPPED THE FOLLOWING LAND HEREIN DESCRIBED:

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959, RECORDED AS DOCUMENT NO.
1106266, IN THE WASHINGTON COUNTY REGISTER OF DEEDS OFFICE, AS CORRECTED BY AFFIDAVIT OF
CORRECTION RECORDED AS DOCUMENT NO. 1115133, IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4
AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY.

SAID PARCEL CONTAINS 1,224,147 SQUARE FEET OR 28.102 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID LAND DIVISION BY THE DIRECTION OF GGWW, LLC, OWNER
OF SAID LAND. THAT SUCH LAND DIVISION IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR
BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES
AND CHAPTER 18 OF THE VILLAGE OF GERMANTOWN SUBDIVISION CONTROL ORDINANCE IN SURVEYING,
DIVIDING, AND MAPPING THE SAME.

DATED THIS 2nd DAY OF APRIL, 2019.

Peter J. Nielson 20 MAY 19
PETER J. NIELSON
PROFESSIONAL LAND SURVEYOR #S-2527



VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE
VILLAGE OF GERMANTOWN ON THIS 8 DAY OF April, 2019.

Dean Wolter
DEAN WOLTER, CHAIRPERSON

Lori Johnson
LORI JOHNSON, SECRETARY

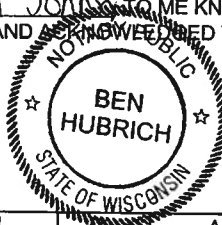
STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)

PERSONALLY CAME BEFORE ME THIS 29th DAY OF May, 2019

THE ABOVE NAMED Dean Wolter & Lori Johnson TO ME KNOWN TO BE THE PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Ben Hubrich
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/25/2021



L1	N89°41'41"W	179.89' (179.98' R)
L2	N0°18'02"E (N00°18'19"E)	140.00'
L3	N89°44'15"W (N89°41'41"W	119.90' 120.00' R)
L4	S0°23'01"W (S00°18'19"W	139.91' 140.00' R)
L5	N0°00'00"E	11.03'
L6	N39°46'46"W	101.53'
L7	S39°46'46"E	101.53'
L8	S0°00'00"W	11.38'

CURVE	L	R	Δ	C.L.	L.C.B.
C1	32.63'	47.00'	39°46'46"	31.98'	N19°53'23"W
C2	78.45'	113.00'	39°46'46"	76.89'	N19°53'23"W
C3	172.79'	66.00'	150°00'00"	127.50'	S15°00'00"W
C4	172.79'	66.00'	150°00'00"	127.50'	S15°00'00"E
C5	345.58'	66.00"	300°00'00"	66.00'	N90°00'00"E
C6	32.63'	47.00'	39°46'46"	31.98'	S19°53'23"E
C7	78.45'	113.00'	39°46'46"	76.89'	S19°53'23"E

map no 6897 16453 Aug 200

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF
GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

VILLAGE OF GERMANTOWN BOARD APPROVAL:

THIS CERTIFIED SURVEY MAP, BEING A REDIVISION OF CERTIFIED SURVEY MAP NO. 5959 IN THE EAST 1/2
OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN,
WASHINGTON COUNTY, WISCONSIN, HAVING BEEN APPROVED BY THE PLANNING COMMISSION BEING THE
SAME, IS HEREBY APPROVED AND THE DEDICATION OF THAT PART OF GATEWAY COURT FOR PUBLIC ROAD
PURPOSES SHOWN ON SHEET 1 OF 4 IS HEREBY ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE
VILLAGE OF GERMANTOWN ON THIS 15 DAY OF April, 2019.

Dean Wolter
DEAN WOLTER, PRESIDENT

Deanna Braunschweig
DEANNA BRAUNSCHWEIG, VILLAGE CLERK

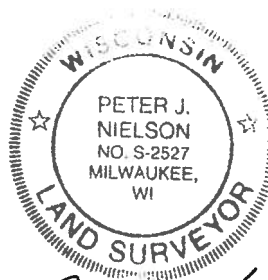
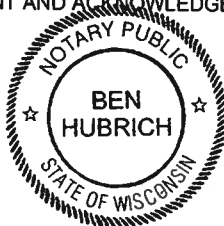
STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)

PERSONALLY CAME BEFORE ME THIS 29th DAY OF May, 2019

THE ABOVE NAMED Dean Wolter & Deanna Braunschweig, TO ME KNOWN TO BE THE PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Ben Hubrich
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/25/2021



Peter J. Nielson
20 MAY 19

Map no 6897 Vol 53 Page 221

CERTIFIED SURVEY MAP NO.

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5959 IN THE
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 20 EAST, VILLAGE OF
GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION:

GGWW, LLC, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF
THE LAWS OF THE STATE OF WISCONSIN, AS OWNER DOES HEREBY CERTIFY THAT SAID LIMITED LIABILITY
COMPANY CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND
DEDICATED AS REPRESENTED ON THIS PLAT.

AS OWNERS, WE HEREBY DEDICATE THAT PART OF GATEWAY COURT TO THE VILLAGE OF GERMANTOWN
FOR PUBLIC ROAD PURPOSES AS REPRESENTED ON SHEET 1 OF 4 OF THIS CERTIFIED SURVEY MAP.

GGWW, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE
SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

1. VILLAGE OF GERMANTOWN

WITNESS THE HAND AND SEAL OF SAID OWNER THIS 23 DAY OF May, 2019.

IN PRESENCE OF:

Michael Esser, Jr.
MICHAEL ESSER, JR.
ELLARETEE, LLC

Greg Larson
GREG LARSON
AILCO EQUIPMENT FINANCE GROUP, INC.

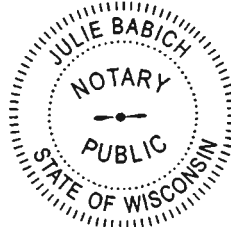
STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)

PERSONALLY CAME BEFORE ME THIS 23 DAY OF May, 2019

THE ABOVE NAMED Michael Esser, Jr., TO ME KNOWN TO BE THE PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Janie Balin
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/6/23



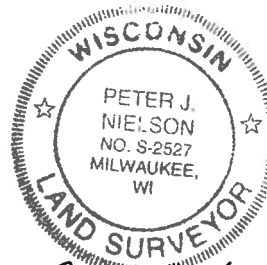
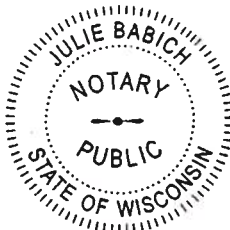
STATE OF WISCONSIN) ss
COUNTY OF WASHINGTON)

PERSONALLY CAME BEFORE ME THIS 23 DAY OF May, 2019

THE ABOVE NAMED Greg Larson, TO ME KNOWN TO BE THE PERSONS
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Janie Balin
NOTARY PUBLIC

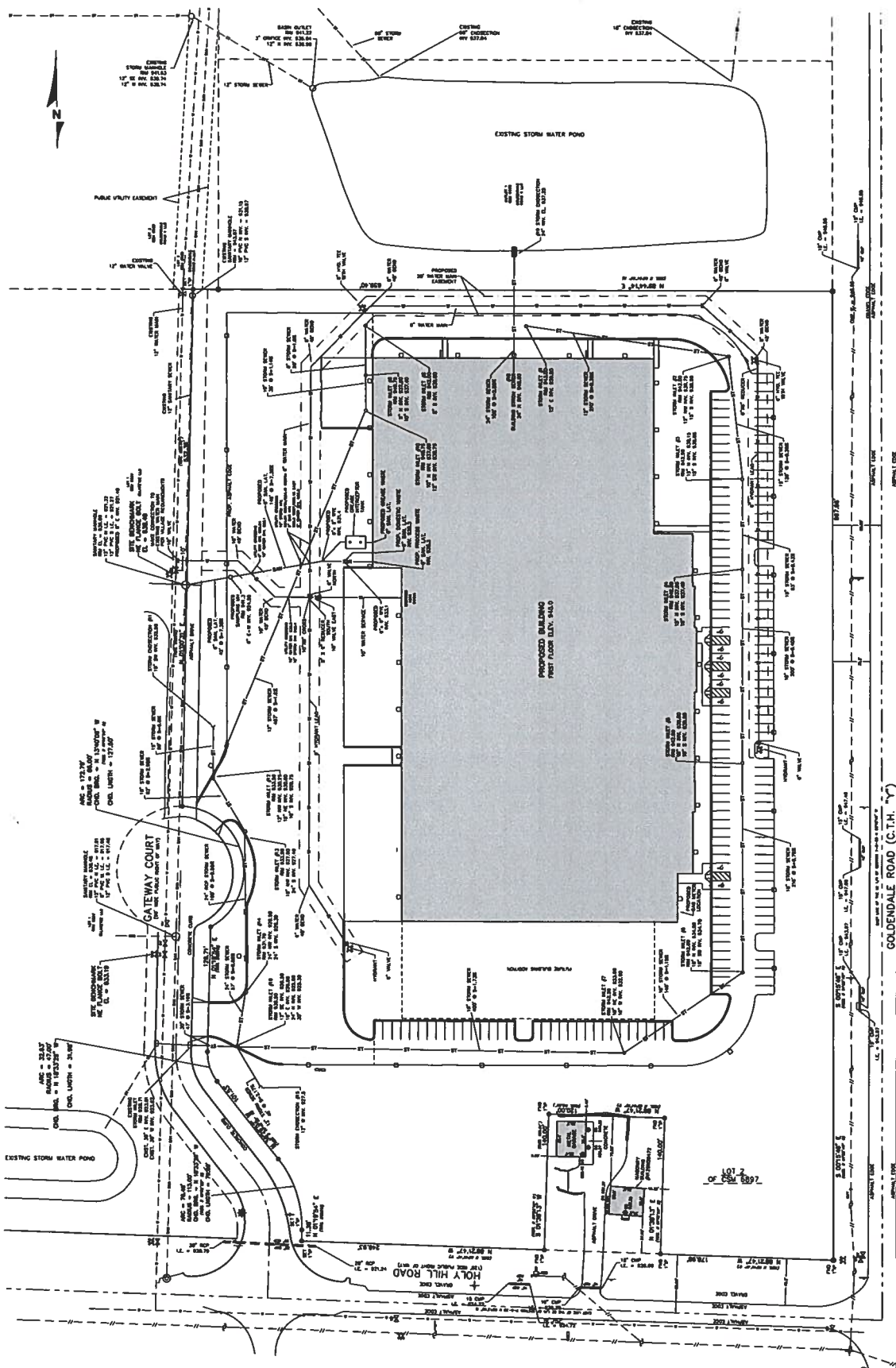
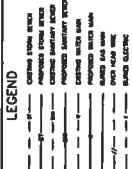
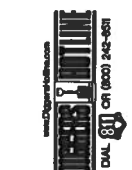
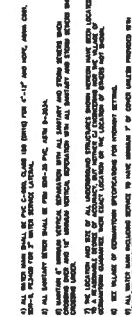
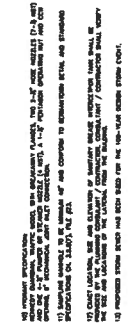
MY COMMISSION EXPIRES: 5/6/23

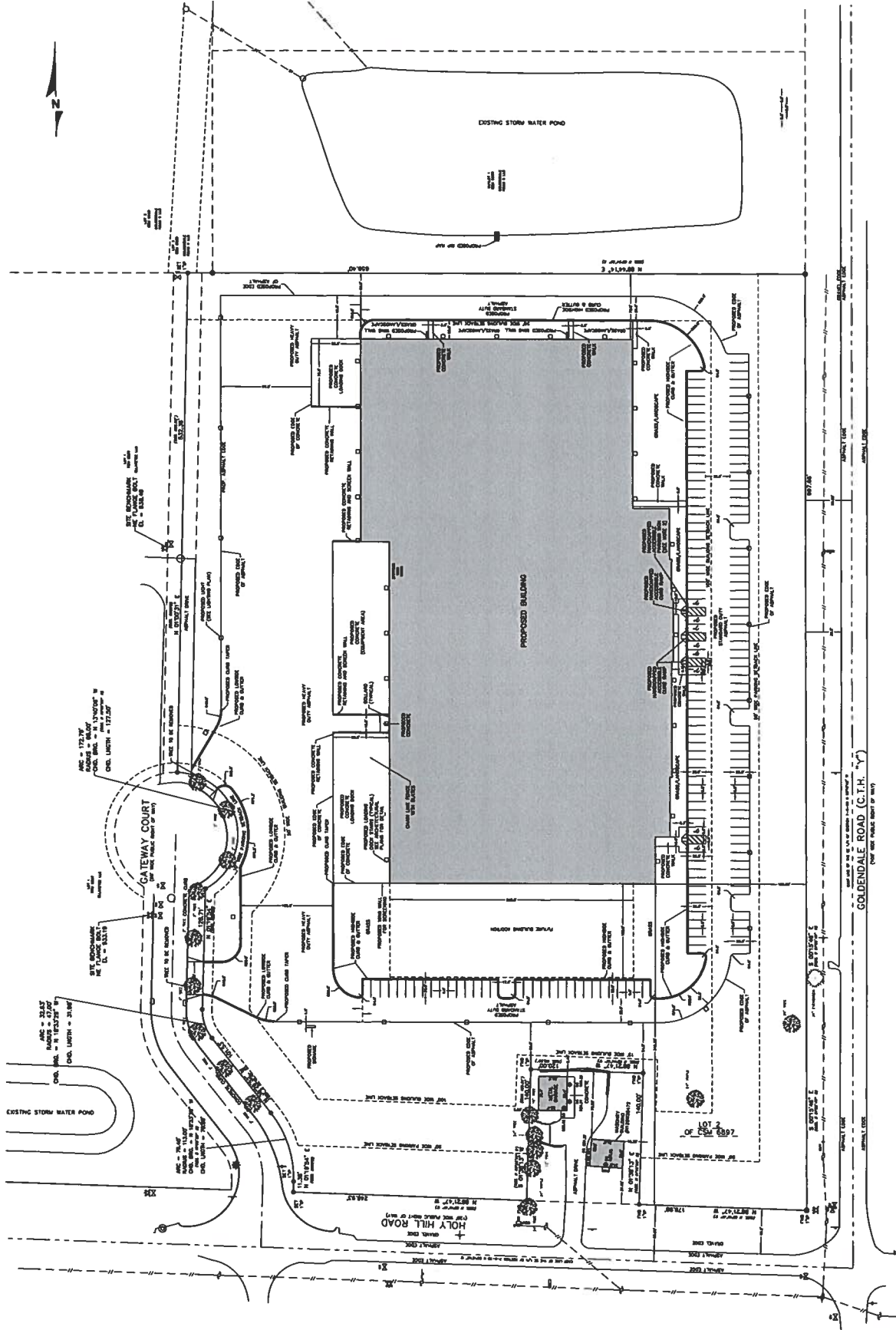


Peter J. Nielson 20 MAY '19

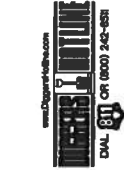
Map No 6897 Vol 53 Page 222

EXHIBIT “D”
Approved Plans and Specifications

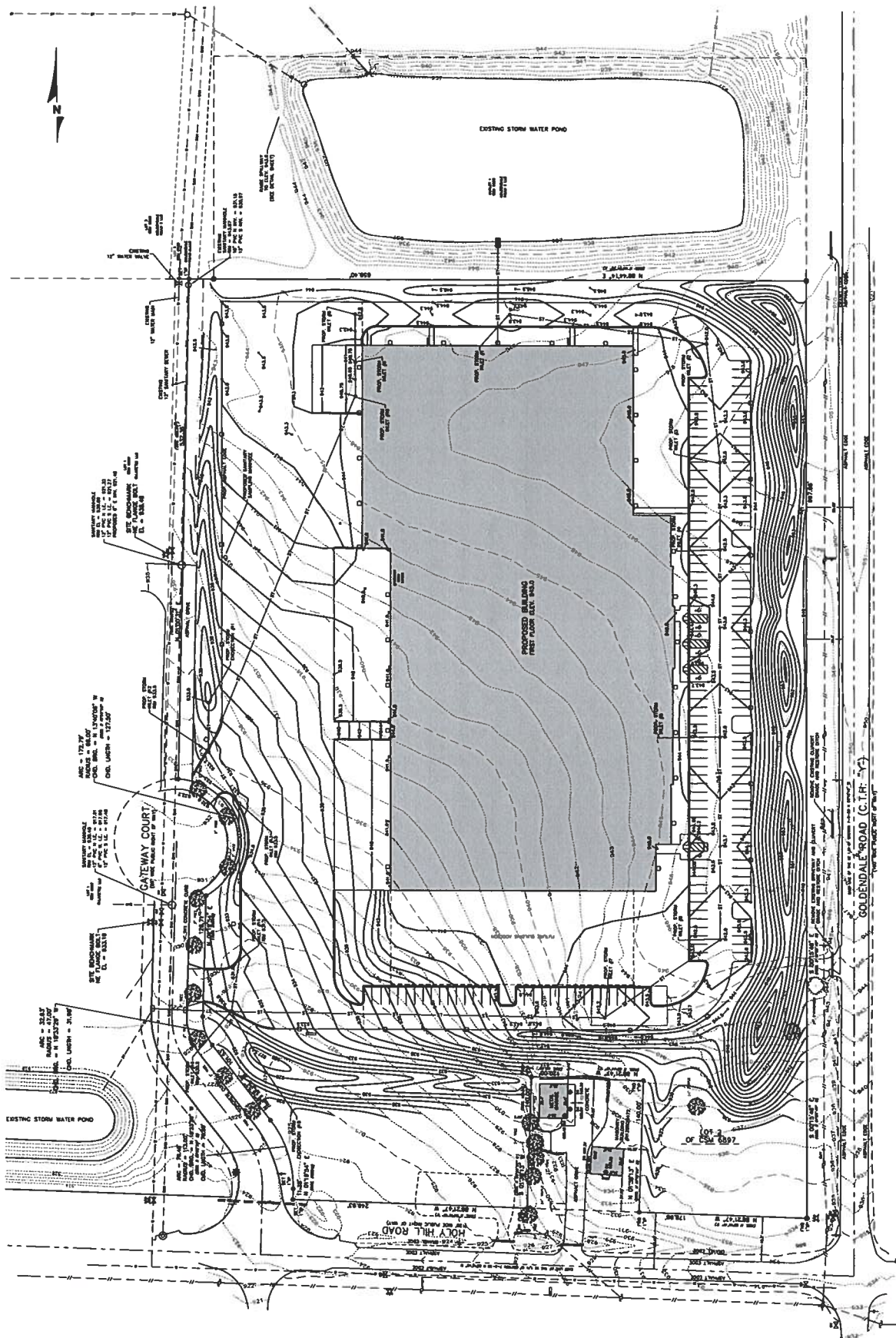




NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.
3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.
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10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT.



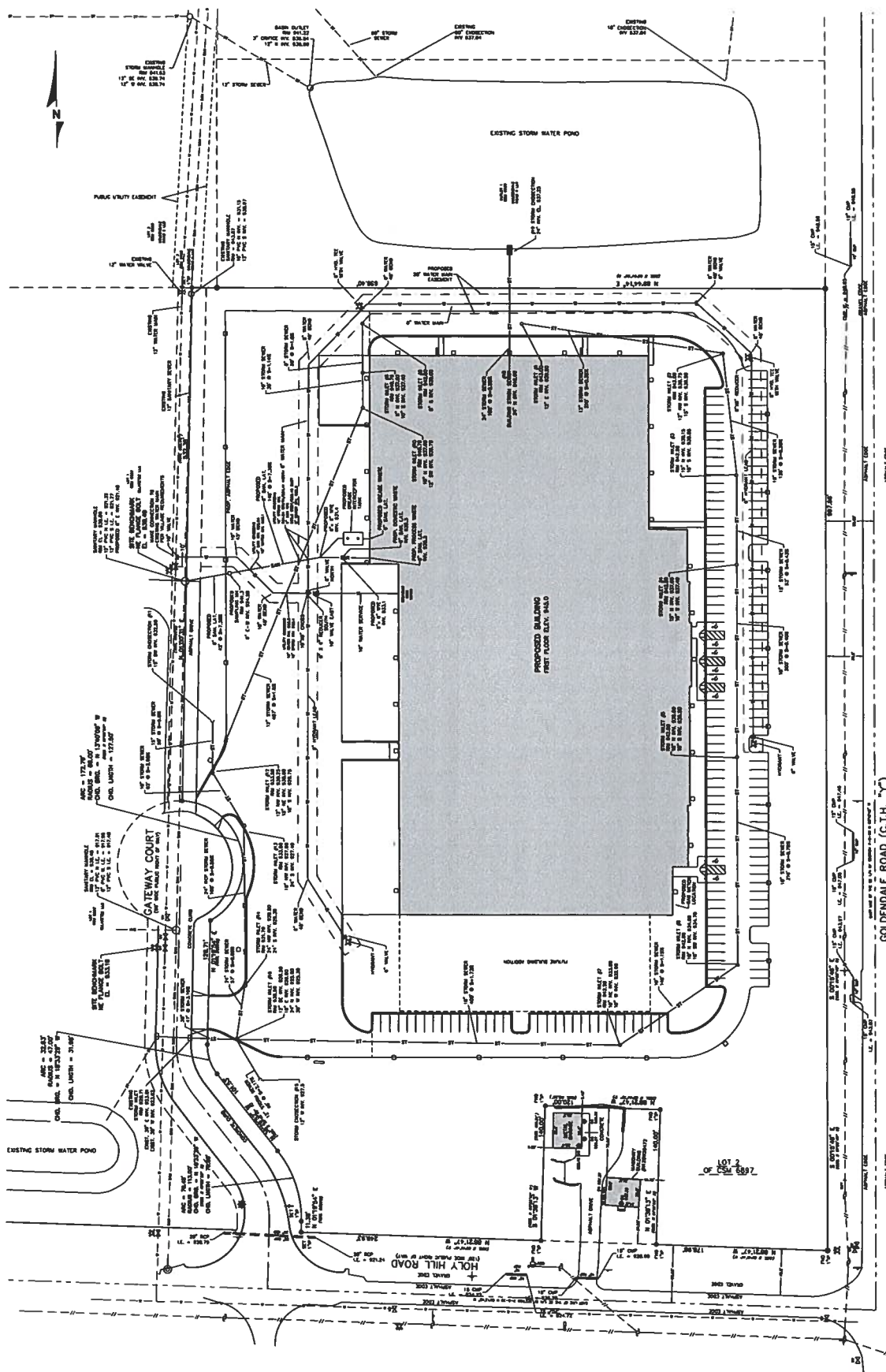
LEGEND
EXISTING CONTOUR
PROPOSED CONTOUR
PROPOSED ELEVATION
PROPOSED STORM SEWER



1. TOTAL DISTURBED AREA = 13.11 ACRES APPROX
2. 10% SLOPES ALONG THE GROUND ARE AT THE FLANGE LINE



LEGEND	
EXISTING CONTOUR	PROPOSED CONTOUR
PROPOSED ELEVATION	PROPOSED STORM SEWER



LEGEND

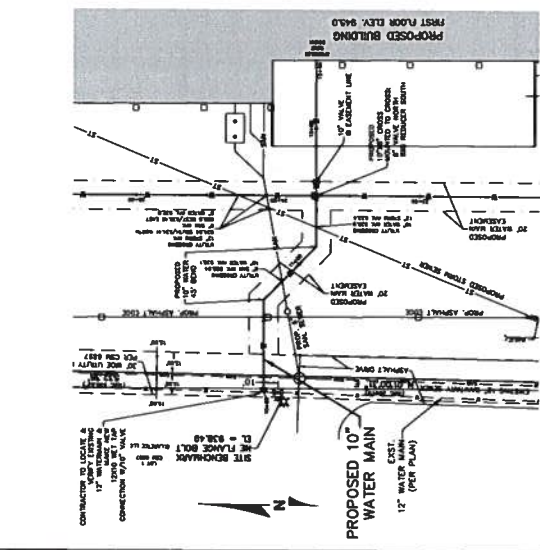
[illegible]

811 OR (800) 242-6511
www.duganetools.com

LIABILITY NOTES

[illegible][illegible]

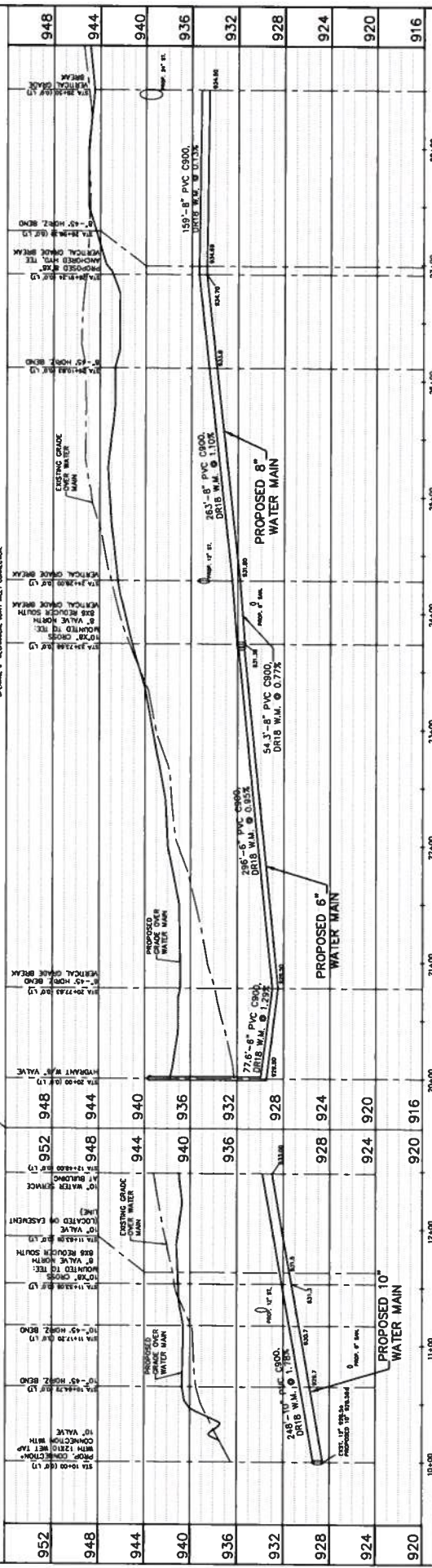
GRAPHIC SCALE



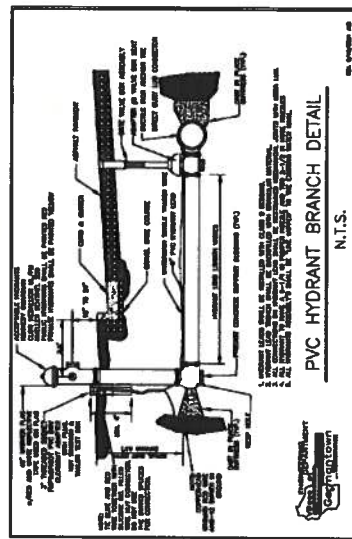
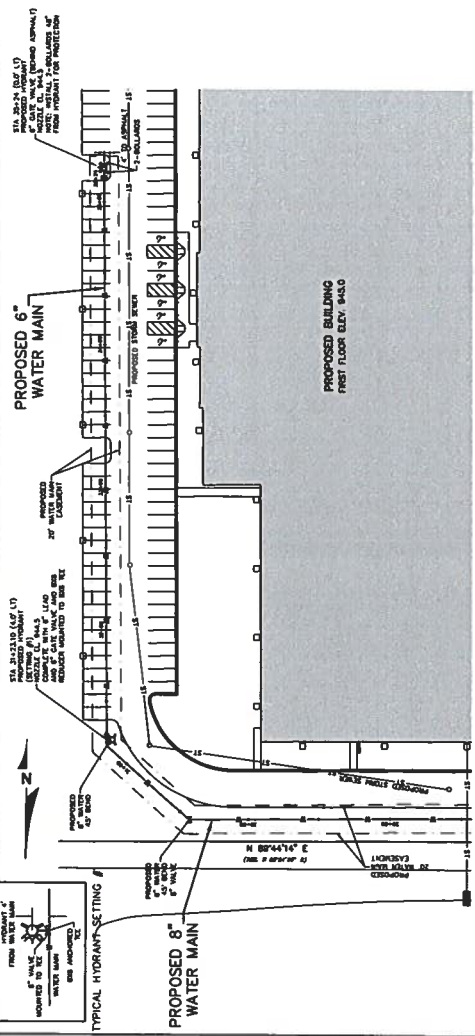
g) ALL WATERS MAIN SHALL BE PVC C-800, CLASS 150 (DR16) FOR $e^{-1.5''}$ AND MORE. AWWA C900.

- [illegible]

*NOTE:
CONTRACTOR TO LOCATE AND VERIFY SIZE
AND ELEVATION OF EXISTING 12"
WATERMAIN AND MAKE NEW
12X10 MET TAP CONNECTION W/10" VALVE

[illegible]

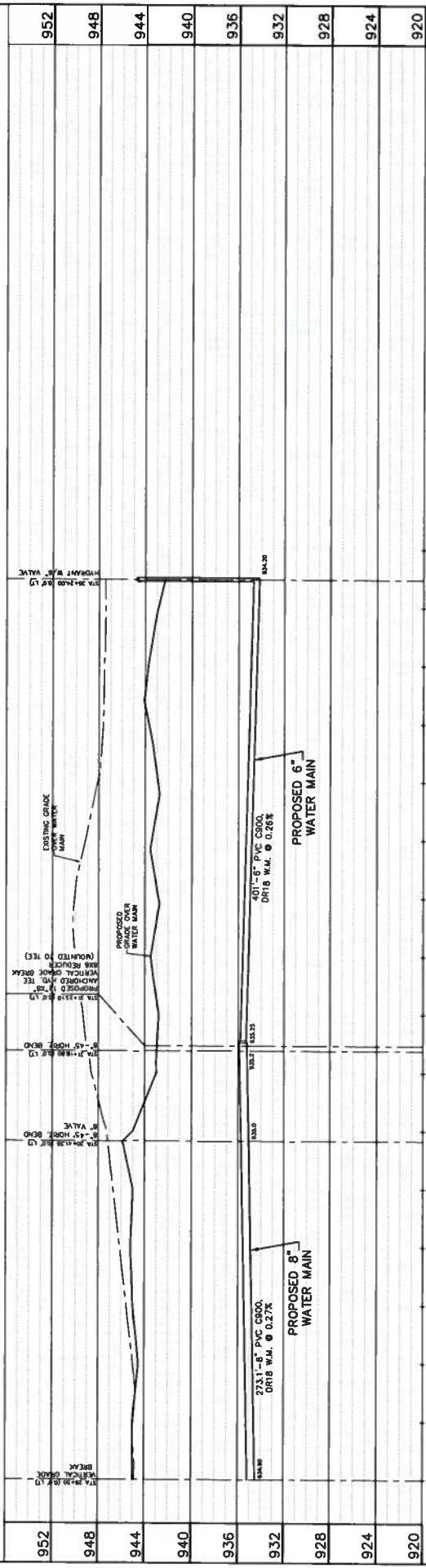
CJE NO.: CJE2148R5
SEPTEMBER 02, 2021
C3.1



LEGEND

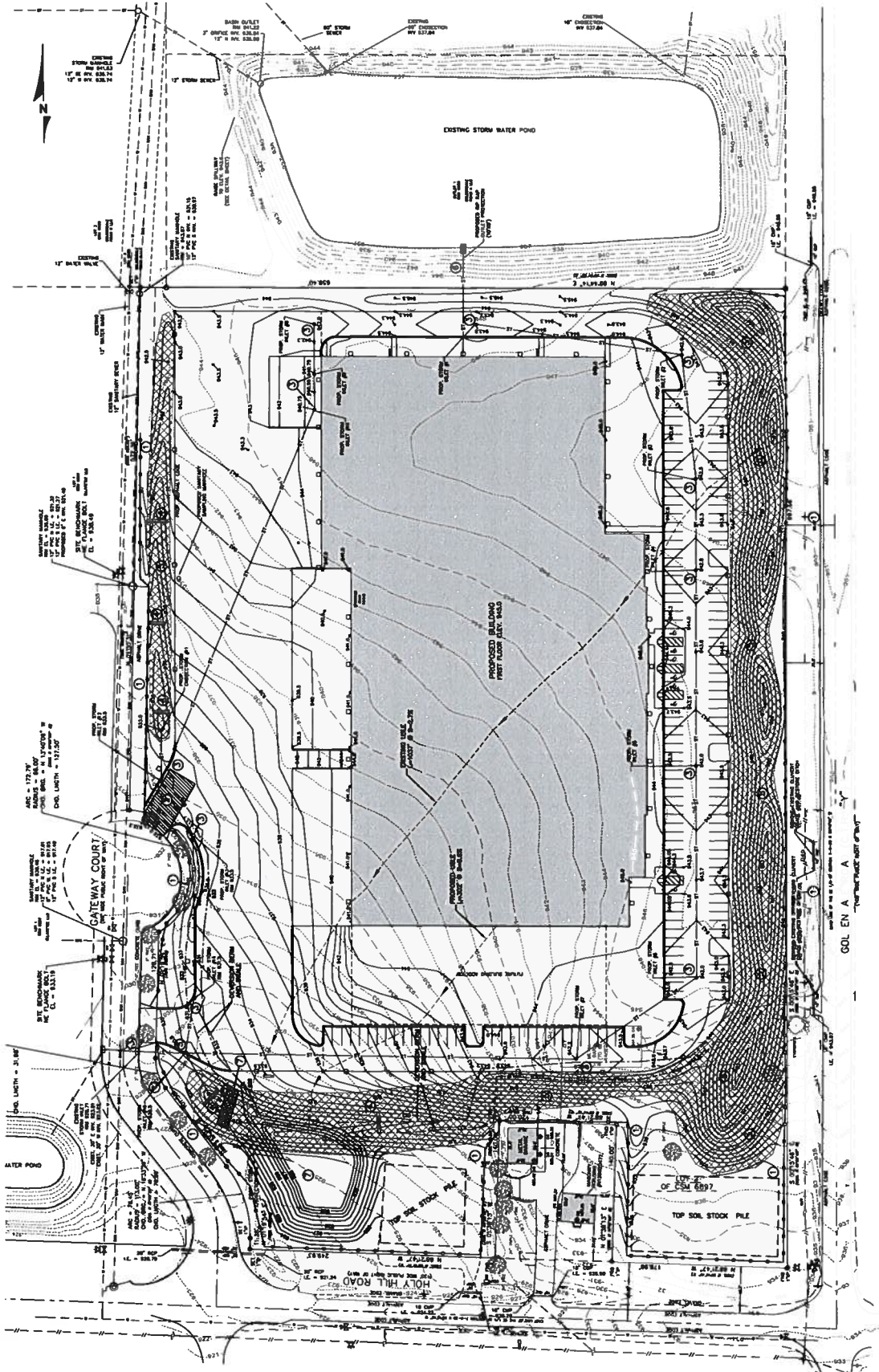
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	EXISTING WATER MAIN
---	PROPOSED WATER MAIN
---	EXISTING SANITARY SEWER
---	PROPOSED SANITARY SEWER
---	EXISTING WATER MAIN
---	PROPOSED WATER MAIN

- UTILITY NOTES**
1. ALL UTILITY NOTES TO BE PROVIDED IN ACCORDANCE WITH THE DESIGN, CHARTING AND CONSTRUCTION SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERS, LATEST EDITION.
 2. ALL UTILITY NOTES TO BE PROVIDED IN ACCORDANCE WITH THE DESIGN, CHARTING AND CONSTRUCTION SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERS, LATEST EDITION.
 3. ALL UTILITY NOTES TO BE PROVIDED IN ACCORDANCE WITH THE DESIGN, CHARTING AND CONSTRUCTION SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERS, LATEST EDITION.
 4. ALL UTILITY NOTES TO BE PROVIDED IN ACCORDANCE WITH THE DESIGN, CHARTING AND CONSTRUCTION SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERS, LATEST EDITION.
 5. ALL UTILITY NOTES TO BE PROVIDED IN ACCORDANCE WITH THE DESIGN, CHARTING AND CONSTRUCTION SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERS, LATEST EDITION.
 6. ALL UTILITY NOTES TO BE PROVIDED IN ACCORDANCE WITH THE DESIGN, CHARTING AND CONSTRUCTION SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERS, LATEST EDITION.
 7. ALL UTILITY NOTES TO BE PROVIDED IN ACCORDANCE WITH THE DESIGN, CHARTING AND CONSTRUCTION SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERS, LATEST EDITION.
 8. ALL UTILITY NOTES TO BE PROVIDED IN ACCORDANCE WITH THE DESIGN, CHARTING AND CONSTRUCTION SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERS, LATEST EDITION.
 9. ALL UTILITY NOTES TO BE PROVIDED IN ACCORDANCE WITH THE DESIGN, CHARTING AND CONSTRUCTION SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERS, LATEST EDITION.
 10. ALL UTILITY NOTES TO BE PROVIDED IN ACCORDANCE WITH THE DESIGN, CHARTING AND CONSTRUCTION SPECIFICATIONS FOR WATER MAINS AND SANITARY SEWERS, LATEST EDITION.



REVISION NO. 1 DATE 09/22/2021 BY [Signature]		SCALE: HORIZ. 1"=40' VERT. 1"=4'	
PROJECT: PUBLIC WATER MAIN PLAN & PROFILE THE MURPHY PROJECT AT DICKMAN 4 W208 N12800 GATEWAY CT. GERMAN TOWN, WISCONSIN		SCALE: HORIZ. 1"=40' VERT. 1"=4'	
DATE 09/22/2021 BY [Signature]		SCALE: HORIZ. 1"=40' VERT. 1"=4'	

CUE NO. : CUE2148RS
SEPTEMBER 02, 2021
C3.2



**EROSION CONTROL
PRACTICES SCHEDULE**

- 1 SALT FENCE
- 2 CONSTRUCTION DITCH
- 3 INLET PROTECTION
- 4 MAY BALE DITCH CHECK
- 5 EROSION MATTING
- 6 OUTLET PROTECTION END SECTION
- 7 SEDIMENT TRAP

CONSTRUCTION SCHEDULE

1. EROSION CONTROL PRACTICES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. 2. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. 3. EROSION CONTROL PRACTICES SHALL BE REMOVED AFTER THE CONSTRUCTION IS COMPLETED. 4. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AFTER THE CONSTRUCTION IS COMPLETED. 5. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. 6. EROSION CONTROL PRACTICES SHALL BE REMOVED AFTER THE CONSTRUCTION IS COMPLETED. 7. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AFTER THE CONSTRUCTION IS COMPLETED.

WINTER CONDITIONS

1. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE WINTER PERIOD. 2. EROSION CONTROL PRACTICES SHALL BE REMOVED AFTER THE WINTER PERIOD. 3. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AFTER THE WINTER PERIOD. 4. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE WINTER PERIOD. 5. EROSION CONTROL PRACTICES SHALL BE REMOVED AFTER THE WINTER PERIOD. 6. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AFTER THE WINTER PERIOD.

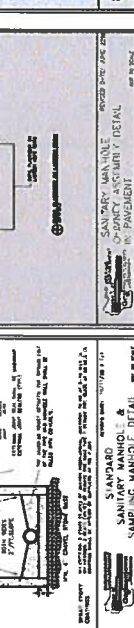
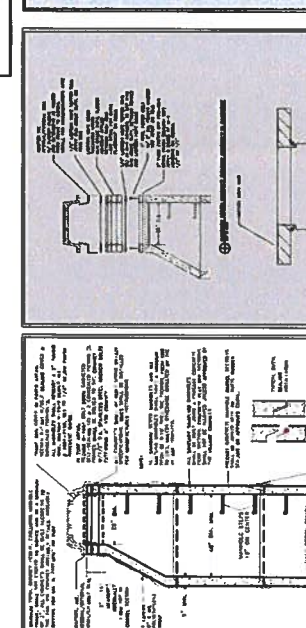
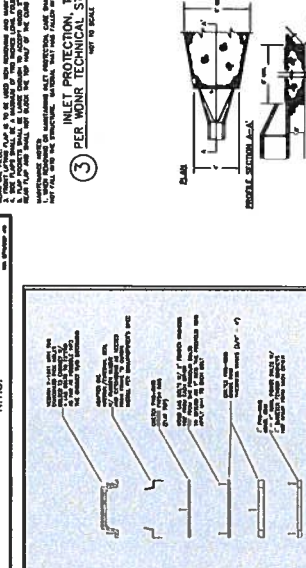
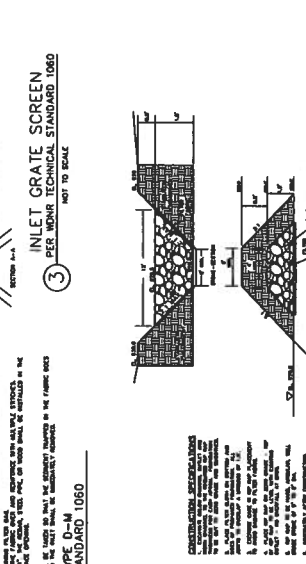
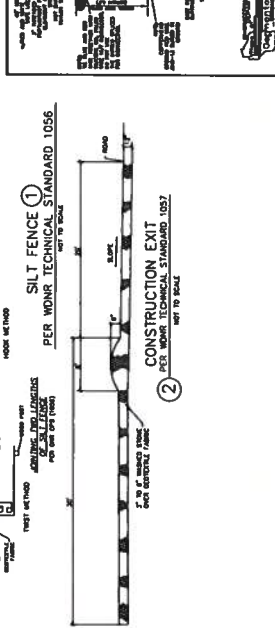
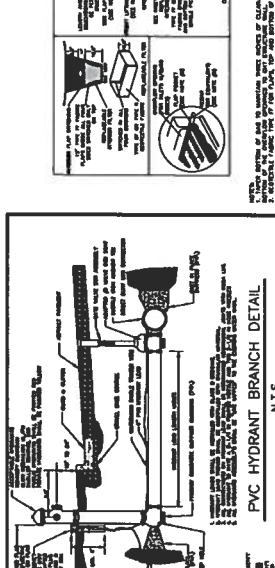
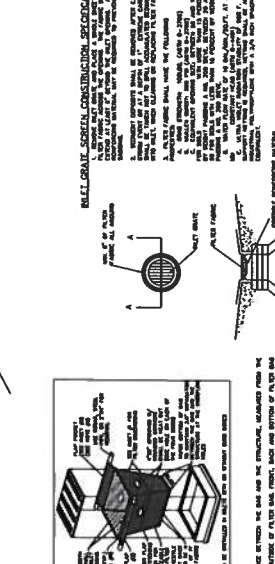
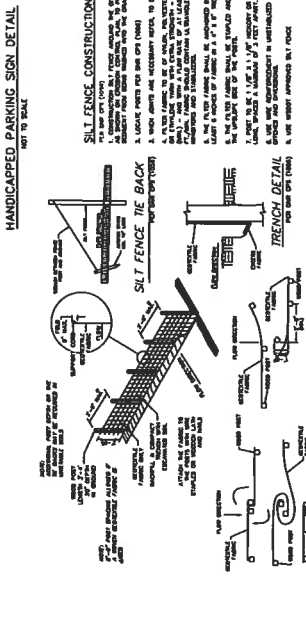
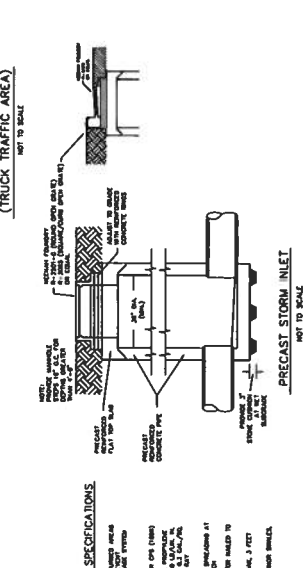
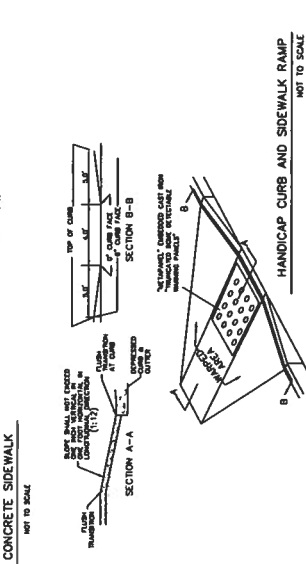
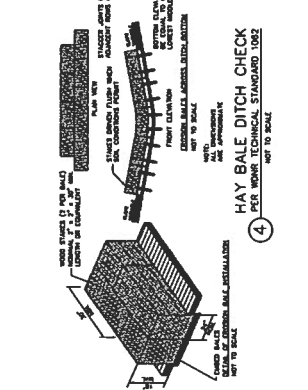
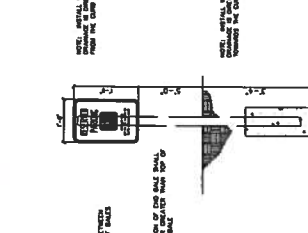
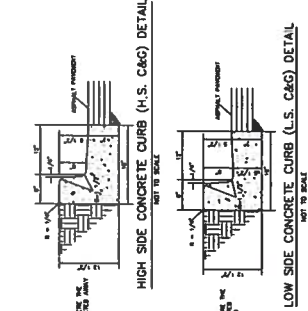
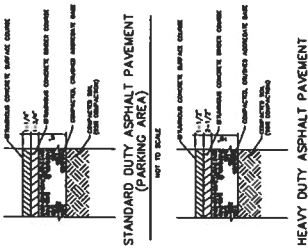
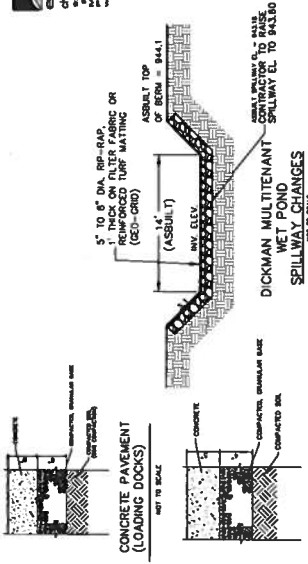
MAINTENANCE PLAN

1. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. 2. EROSION CONTROL PRACTICES SHALL BE REMOVED AFTER THE CONSTRUCTION IS COMPLETED. 3. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AFTER THE CONSTRUCTION IS COMPLETED. 4. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. 5. EROSION CONTROL PRACTICES SHALL BE REMOVED AFTER THE CONSTRUCTION IS COMPLETED. 6. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AFTER THE CONSTRUCTION IS COMPLETED.

TEMPORARY STABILIZATION METHODS

1. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. 2. EROSION CONTROL PRACTICES SHALL BE REMOVED AFTER THE CONSTRUCTION IS COMPLETED. 3. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AFTER THE CONSTRUCTION IS COMPLETED. 4. EROSION CONTROL PRACTICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. 5. EROSION CONTROL PRACTICES SHALL BE REMOVED AFTER THE CONSTRUCTION IS COMPLETED. 6. EROSION CONTROL PRACTICES SHALL BE REINSTALLED AFTER THE CONSTRUCTION IS COMPLETED.





STATUS OF PROJECTS

January 4, 2022

- 1) Design of Holy Hill Road (from the east ramps of I41 to approximately 200 feet east of Goldendale Rd): Estimated project schedule is design in 2021 and construction in 2022. Village has received WisDOT Funding through their LRIP grant program (\$1,000,000.00). Survey and soil testing are complete, and design/drawings at 80%. Project Design is on Schedule to bid early January 2022. Power pole relocation to begin in January 2022
- 2) New Well #12 and Well House in TID #8 (SE corner of Gateway Crossing & Rockfield Road). WisDNR has approved as a Shallow Well. Well casing is complete and water testing has been completed. Well House and associated equipment in final design. NO CHANGE



- 3) Elevated Water Tank in TID #8; Tank will have 500,000-gal capacity. Staff is working on design of logo and color scheme. Construction status; foundation, piping and base (cone) section is complete. Tank fabrication is completed to two sections, these will be welded together as erection takes place. Recent Village Board approval to construct tower with the additional height will be delayed due to new tower height requiring WIDNR and PSC approval for which submittals have been made.



- 4) PP/II project –Graef and Village staff have begun moving project forward. Project plan was submitted and approved by MMSD. Staff & Graef have held two Public Information Meetings and three door notification attempts made to have residents receive and return permission forms indicating their desire to participate in the program. Currently 86% of residents have responded in a positive manner to participate. Next step is to coordinate and bid for televised pipe inspection in the spring of 2022.
- 5) 2021 Road Program; Payne & Dolan, Inc. has completed all roads including Elm Ln.
 - Elm Ln reconstruction (Wasauke Rd to west termini) will hold off on placing the 2" surface course until June 2022. This will allow traffic to determine structure of subgrade.
- 6) Development of site plans for future DPW facility continues. Review of existing buildings and future needs is complete. Village Board approved purchase of land to relocate DPW site/ Village staff to begin process to purchase land. Rock investigation, Phase 1 environmental and Wetland Delineation are complete. Target date for bidding is June/July 2022 with construction start fall 2022. Occupancy revised to 2023.
- 7) Freistadt & Maple Rd Intersection project. Construction has been completed except for traffic signals and streetlights (at intersection). Traffic Signals delayed until February 2022 due to delay in receiving materials. Intersection will function under 4-way stop sign control with stop signs for Freistadt (E & W) traffic to be identified with red LED lights on stop signs. We-energies to install power to site in January 2022.
- 8) CIPP (Cured In Place Pipe) Project; The project includes the remaining 7,654 LF of unlined 48-inch diameter RCP pipe and lining 530 VF of manholes. Basically, the project limits are from just south of Donges Bay & STH 145 to 124th & County Line Rd. This is the Main Interceptor sewer that transports the Villages wastewater to MMSD. Project to start after all permits are obtained. Current flow of sewage will be pumped around work area with no disturbance to residents.
- 9) Engineering Staff has submitted an application for an "STP" Funding Grant to reconstruct Division Rd from Mequon Rd to Revere Lane. Funding is applied for to the WisDOT "Surface Transportation Program" (STP). Final Application was due by Oct. 15, 2021. Remaining section of Division Rd from Revere Lane to south of Wendy Lane will be completed under the Annual Road Improvement program. Staff received comments on initial review with most regarding inclusion of bike lanes. This Grant, if awarded, is for the 2026-2027 construction season.

- 10) The Village has been approved to receive a Grant from WisDOT through the HSIP funding program to make corrections to the intersection of Maple Rd & Mequon-Lannon Rd. The project will include turn lanes at Maple Rd and other alignment modifications. The Grant is for construction in 2024 and is a 90%-10% Grant where the Village is responsible for 10%. The estimated cost of the project is \$800,00.00. This is the same type of funding that was the basis for the reconstruction of Freistadt Rd & Maple Rd.
- 11) 2021 Annual Road Seal Coat program has started, work has been completed in the Business Park, Mequon Rd to Donges Bay Rd. Work completed in the Industrial Park west of Maple Rd. Remaining seal coating work on residential streets to be completed in 2022 due to unfavorable weather conditions, contractor to honor pricing.
- 12) Wrenwood-North Subdivision work has begun. Grading work is approximately 80% complete. Installation of sanitary sewer and water main is underway with sanitary sewer approximately 55% complete and water main approximately 65% complete. Estimate begin house construction summer of 2022. Developer has revised schedule to combine both phases for sanitary sewer and water main construction.
- 13) WIDOT has scheduled the reconstruction of the intersection of Division Rd (CTH G) and STH 145. The new intersection will be a roundabout with design starting in 2021 and construction slated for 2023. This project is fully funded by the WIDOT.
- 14) The 2022 Annual Road Improvement program is in design phase with proposed bid in early February. Alternate roads may be added as cost estimates of initial roads are completed. Initial roads included are:
 - Bonniwell Rd (CTH G to termini)
 - Fawn Ln (Maple Rd to termini)
 - Holy Hill Rd (CTH G to termini)
 - Maple Rd (Holy Hill Rd to Rockfield Rd)
 - Lovers Ln (Division Rd to Century Ln)
 - Century Ln (Lovers Rd to STH 145)
- 15) 2022 Local Road Improvement Project (LRIP) is a bi-annual Grant Program of State Funds managed by Washington County. In 2022 the Village of Germantown will receive approximately \$63,874.00. These funds in conjunction with additional funds approved by the Village Board will be used to reconstruct Country Aire Dr from approximately 500 feet north of Mequon Rd to Freistadt Rd.