

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC WORKS & HIGHWAY COMMITTEE**

DATE AND TIME: **WEDNESDAY, August 10th, 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 #: 2552 992 6914 Password: ddXyeqUV322 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=m73138dcfabd1a7eb2177e44501d4bf09> 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 pm 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:** June 1st, 2022
- IV. **PUBLIC COMMENT:** Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three-minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, NO ACTION will be taken under public comments.
- V. **UNFINISHED BUSINESS:**
 - A. Intersection of Concord Road and Nigbor Drive
 - B. Buckthorn/Brush Pick Up Data Review and Future Recommendations
- VI. **NEW BUSINESS:**
 - A. Opt Out Meter Installation Option
 - B. Alt Bauer Park Tree Relocation
 - C. Library Condenser Replacement
 - D. Ordinance Amendment 11.08 Village Code - Recycling Center Name Change
 - E. Change Order Visu-Sewer – Additional Work
 - F. Kinderberg Estates – Letter of Credit Reduction
 - G. Harvest Hills – Letter of Credit Reduction
 - H. Heritage Park – Letter of Credit Reduction
 - I. Topsoil Removal from Zilber #5 Site
 - J. Award of SISP Grant from WIDOT

- K. Annual Seal Coat Program Discussion
- L. Woodland/Merkel Drainage Study
- M. Award Contract – Country Aire Drive Reconstruction
- N. Development Agreement – Wrenwood North Subdivision

VII. PROJECTS UPDATE:

VIII. NEXT MEETING DATE: Set September Meeting date at 6pm

IX. ANNOUNCEMENTS:

X. ADJOURNMENT

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

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

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

June 1st, 2022

Village Hall Board Room

CALL: Administrative Assistant Deb Remich called the meeting to order at 6:00 pm.

ROLL CALL: Chairman Kaminski is absent excused, in attendance are Trustee Members R. Miller, Hudson and Neureuther. Also present were Administrator Kreklow, Director Ratayczak, Wastewater Superintendent Zimmerman, Public Works Superintendent Anderson and Administrative Assistant Deb Remich.

MOTION Neureuther/Hudson to nominate Trustee R. Miller as Chair Pro Tem. Motion carried unanimously.

APPROVAL OF MINUTES: MOTION Hudson/Neureuther to approve the Minutes for May 11th, 2022. Motion carried unanimously.

PUBLIC COMMENTS: None

NEW BUSINESS

A: Resolution Adopting the 2021 Compliance Maintenance Annual Report (CMAR) WDNR

Superintendent Zimmerman presented for PWHC review the 2021 Compliance Maintenance Annual Report. This is required as part of the renewal of our Wisconsin Pollutant Discharge Elimination System General Permit under the authority of Chapter 283, Wisconsin Statutes and the requirements of Ch. NR 208 Wisconsin Administrative Code. The report must be accepted by resolution by the governing body (Village Board) before submission to the Department of Natural Resources.

MOTION Neureuther/Hudson to recommend forwarding to the Village Board the 2021 CMAR and adopt its results by resolution of the full Village Board. Motion Unanimous.

B: Consideration of Name Change: Germantown Recycling Center

Superintendent Zimmerman stated that staff receives multiple phone and email messages on a weekly basis regarding disposal of appliances, scrap metal, electronics, etc. at the Village Recycling Center. The current name implies we are a one stop recycling center (which we were at one time) which can be confusing. To reduce these types of inquiries and minimize confusion, Staff is proposing a name change to Germantown Residential Compost Facility. Discussion Followed.

MOTION Hudson/Neureuther to recommend changing the current name of the Germantown Recycling Center to Germantown Residential Compost Facility and modify all associated ordinances accordingly. Staff further requests that the Public Works and Highways Committee forward this on to the Village Board with a positive recommendation to go into effect once all the language changes are modified in the Village Code. Motion Unanimous.

C: Resolution Authorizing Penalty Charge for Water Meter Non-Compliance (Metered Sewer Only Customers)

Superintendent Zimmerman stated that the Water Utility through a contract with PMI is replacing 2,900 water meters this year. The Wastewater Utility has 101 customers that are metered on their private wells for sewer use calculations. The Water Utility has divided this project into 5 zones and to date has completed all voluntary replacements in zones 1 and 2 and have begun to issue disconnection notices in both zones. The Sewer Utility is in a tough situation since it is not as simple as turning off a valve to disconnect the sewer only customer.

Staff is recommending adopting a \$250.00 per quarter penalty charge for non-compliance with the meter replacement program. If after the penalty is levied, a property comes into compliance with their meter within the next billing quarter, the penalty will be waived. The Sewer Utility currently has 2 customers in zone 1 that have not responded to 3 mailings and a notification of disconnection.

MOTION Hudson/Neureuther to recommend adoption of the resolution authorizing a penalty charge of \$250.00/Qtr. for water meter non-compliance and forward the same onto the Village Board with a positive recommendation. Motion Unanimous.

Public Works Highway Committee Meeting Minutes**D: Country Aire Drive Sanitary Sewer & Water Main Extension**

Director Ratayczak stated Country Aire Drive Sanitary Sewer and Water Main Extension Project was advertised for bids which were received and read on May 12, 2022. The bid also included some culvert replacement and storm sewer for the sidewalk extension to be paid by Neumann Development as part of the obligation of their Development Agreement for Wrenwood. Five (5) bidders responded to the advertisement all with qualified and accepted bids.

The bids received are as follows:

- | | |
|------------------------------|--------------|
| • Kruczek Construction, Inc; | \$357,777.77 |
| • Vinton Construction; | \$370,650.75 |
| • Super Excavators, Inc; | \$388,000.00 |
| • Globe Contractors, Inc; | \$433,033.00 |
| • Mid-City Corporation; | \$755,730.00 |

Engineering Staff have reviewed the bids and recommends the contract be awarded to Kruczek Construction. The project will be paid by the Wastewater Utility, Water Utility, 2022 Road Improvement Project and Neumann Development.

MOTION Hudson/Neureuther to recommend awarding the contract to Kruczek Construction in the amount of \$357,777.77. In addition, staff is requesting a 5% contingency or \$17,900.00 be included in the recommendation for award. Therefore, the total amount requested for award is \$375,677.77. Motion Unanimous.

E: WISDNR-2022 Environmental Fee

Director Ratayczak stated that the 2022 Environmental Impact Fee from the WIDNR is invoiced to Cities or Villages as a Permit Fee. The Permit is for the WPDES/MS4 Permit and covers the cost of administering the Municipal Permit Program. The WPDES (Wisconsin Pollutant Discharge Elimination System) administers the MS4 (Municipal Separate Storm Sewer System) which regulates/monitors the discharge of a Municipalities storm water discharge to streams, rivers, and lakes.

MOTION Neureuther/Hudson to recommend approval for payment the WIDNR Environmental Fee invoice in the amount of \$3,000.00. This amount does not require Board approval. Motion Unanimous.

F: Sweetwater Annual Payment

Director Ratayczak stated that the Village 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. MS4 Communities are Municipalities that have urban streets with curb and gutter. 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), a not-for-profit organization, 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.

MOTION Hudson/Neureuther to recommend approval of Payment of the Invoice to Southeastern Wisconsin Watersheds Trust, Inc in the amount of \$12,620.00. This amount does not require Board approval. Motion Unanimous.

Public Works Highway Committee Meeting Minutes**G: Valbridge Property Advisors**

Director Ratayczak stated that the project to reconstruct Century Lane requires the Village to acquire certain land for the purpose of road right-of-way. The Village's 2022 Budget include funds for the purchase of this right-of-way. The land in question is owned by two (2) owners and involves three (3) parcels. To determine value of the land the Village contracted with Valbridge Property Advisors to obtain a certified appraisal of the land. This is a required procedure to purchase land for public road right-of-way. The invoiced amount from Valbridge Property Advisors is \$8,525.00. The estimated amount in the approved proposal from Valbridge was \$9,000.00.

MOTION Neureuther/Hudson to recommend approve payment of the Valbridge Property Advisors invoice in the amount of \$8,525.00. This invoice is below the amount required for Village Board approval. Motion Unanimous.

H: Release of Letter of Credit-Goldendale Road Development, LLC

Director Ratayczak stated The Letter of Credit (LOC) was required by the Development Agreement with Dickman Real Estate for the Development at the southwest corner of Rockfield Rd and Goldendale Rd. This development included a building for the Illings Company. The formal title of this development is "Goldendale Road Development, LLC". The Developers Agreement included the installation of public sanitary sewer and water main all within easements. These improvements have been completed, accepted, and placed in service.

MOTION Hudson/Neureuther to recommend the release of the Goldendale Road Development, LLC Letter of Credit No. 1706 issued by Tri-City Bank in the amount of \$100,000.00. Motion Unanimous.

I: Unauthorized Right-of-Way Tree Removal

Superintendent Anderson stated that notification was recently made to Highway Department staff that two residential street trees were removed from the road right-of-way without authorization from the village. According to the Council of Tree & Landscape Appraisal any tree has a monetary value based on several factors including species, size, and condition. We are in a position in which we must decide whether we want to recover the value of a tree because of a decision made by a resident without proper notification or permission. While specifics can be discussed, staff is looking more for guidance in putting a consistent process in place should this situation be encountered in the future, while also discouraging residents from arbitrarily removing village owned trees. Below are three potential options:

- Option #1** The exact cost of any tree lost shall be recovered based on its exact value as outlined by the Council of Tree & Landscape Appraisal guidance.
- Option #2** The exact cost of tree replacement for any tree lost shall be recovered based on the time and material used to replace said tree.
- Option #3** The village can replace any lost tree with no cost recovered from an offending party.

Discussion Followed. No additional ordinance would be necessary and we would bill this the same way we bill out other property damages to the offending party.

MOTION (R.Miller/Neureuther) to recommend adopting Option 1. Motion passed with 1 opposed.

PROJECT UPDATES: Several Items were reviewed and discussed.

NEXT MEETING DATE: Next meeting was set for Wednesday, July 6th, 2022 at 6pm.

ANNOUNCEMENTS: None

ADJOURNMENT: Trustee R.Miller as Chair Pro Tem. adjourned the meeting at 6:45pm.

Deb Remich

Department of Public Works

Administrative Assistant

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: Unfinished Business

ITEM TITLE: Intersection of Concord Rd & Nigbor Dr

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

SUMMARY EXPLANATION:

At the May 11, 2022 PWHC meeting the Committee heard the results of the traffic survey and the recommendation of the Traffic Engineer Consultant from the firm TADI, Inc. After hearing and discussing the survey results and the Traffic Engineers recommendation the PWHC directed staff to collect additional traffic data to determine if traffic patterns change through the months when school is out for summer. The additional data has been accumulated and reviewed by the Traffic Engineer who will present his findings this evening. At the previous meeting the recommendation was to maintain the intersection as a two-way stop-controlled intersection.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends that the Public Works and Highway Committee follow the recommendation of the Traffic Engineer Consultant (TADI) and approve that the current two-way stop sign control of the Concord Rd & Nigbor Dr intersection remain.

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 & VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: Unfinished Business

ITEM TITLE: Buckthorn/Brush Pick Up Data Review and Future Recommendations

SUBMITTED BY: Tim Zimmerman – Superintendent Wastewater/ Recycling Coordinator

SUMMARY EXPLANATION:

At the May PWHC meeting staff was directed to tabulate all costs for the spring brush pickup and bring a recommendation back to the committee on how best to address the ongoing need for buckthorn removal and the future direction of roadside brush pick up. The attached spreadsheet breaks down the entire cost of doing a brush pickup event. The Village currently conducts 2 brush pickup events: one in the spring, and one in the fall. Neither of these pickups are conducive for the disposal of buckthorn due to the viability of the fruit on the branches. Cutting and transporting at the early spring and fall times will increase the chance of spreading these invasive plants.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

RECOMMENDATION:

It is staffs' recommendation to eliminate both the fall and spring brush pickup and move to one brush pickup commencing on the first Monday in June. This would allow for the curbside collection of buckthorn before the fruits emerge. It would also span the Memorial Day holiday weekend to accommodate a neighborhood or HOA buckthorn removal project over the long weekend.

Staff further recommends the continued practice of non-acceptance of buckthorn at the Recycling Center Mid-August through Mid-May to help curtail the spread of buckthorn in our mulch product. Scott Anderson, HPBG Superintendent, and I, are in full agreement that this would be the best course of action moving forward and request that it be implemented immediately upon approval by the Village Board so notifications can be made prior to fall brush pickup.

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.

BRUSH PICK UP ANALYSIS

Total Loads	110		
Duration	10 days	80 Hours	
HE operator x 3	\$155.07	per hour	\$12,405.60
Liebeher w/grapple	\$76.50	per hour	\$6,120.00
Quad x2	\$191.36	per hour	\$15,308.80
Fuel gallons	421	\$5.00 per gallon	\$2,105.00

Total Pickup Only **\$35,939.40**

Process

Grinder/hr.	10	\$450.00	per hour	\$4,500.00
Wheel loader x3	10	\$293.55	per hour	\$2,935.50
Liebehr w/grapple	10	\$76.50	per hour	\$765.00
Sew operators x 4	10	\$212.12	per hour	\$2,121.20
Fuel	299	\$5.01	per gallon	\$1,497.99

Total Process Only **\$11,819.69**

Pick-up and Process **\$47,759.09**

Disposition

Loader	15.75	\$97.86	per hour	\$1,541.30
Hauling	1675	\$1.00	per yard	\$1,675.00
Fuel	67	\$5.01	per gallon	\$335.67

Total Disposition **\$3,551.97**

Total Cost Start to Finish **\$51,311.06**

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Opt-out for meter install project

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION: It has been requested by one resident for an Opt-out option of the Utilities RF (radio frequency) water meter installation program during this summer's Mass meter replacement project. The claim of the RF signal is a problem to the health of the individual. The existing meter in their home is a Badger Meter and uses the same 900 MG hertz frequency band width as the new Metron meters using a non-ionizing radiating signal.

In an online publication from the American Cancer society quote, "there was insufficient data to support a casual association between radio frequency exposure and tumor formation".

<https://www.cancer.org/healthy/cancer-causes/radiation-exposure/radiofrequency-radiation.html>

Below are options and what the Utility can offer as (4) alternatives:

- Install the standard meter which was part of the meter project
- Install a cellular meter
- Install a remote antenna, Meter is connected by a wire to the antenna located outside the home
- Install a manual read meter - not recommended because Metron stopped manufacturing this style

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

1. RF concerns document
2. Health effects of Metron Smart meters document

RECOMMENDATION:

Open discussion on options. The utility does not recommend an Opt-out option at this time.

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.



Title: RF Radiation Concerns

Author: Brennan Dayberry

Rev: D

Date: 10/28/2014

Before outlining and comparing RF power levels it must be emphasized that all types of RF energy exposure covered in this document are of the **non-ionizing** type of electromagnetic radiation. This means that the radio-frequency transmissions from these devices are not capable of causing any damage to DNA simply because the wavelengths are too large to be able to be absorbed and cause any kind of damage to skin or body tissues.

This is in contrast to **ionizing** radiation which occurs in X-rays, tanning booths, and the ultraviolet part of the spectrum, and have small enough wavelengths and carry enough energy to change the atomic structure of cells and actually alter genetic code.

This distinction is very important because the only way that non-ionizing radiation can affect the human body is limited to thermal effects that simply warm the tissue and even then these thermal effects only occur at high power levels that are much higher than the devices covered in this document.

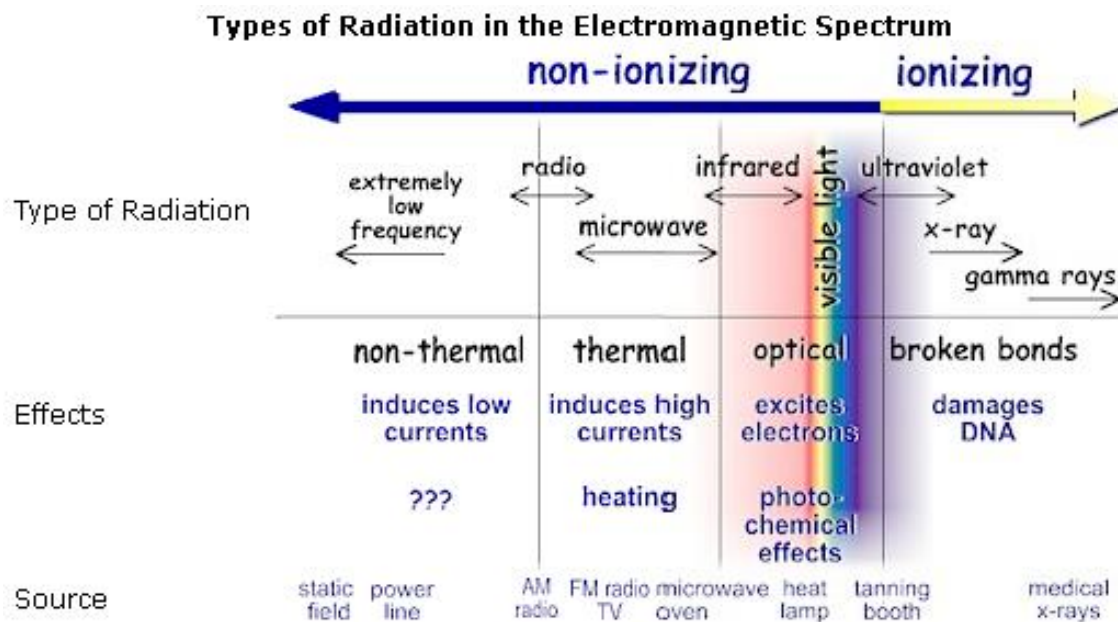


Figure 1: Non-ionizing vs. Ionizing Radiation



RF Radiation Concerns

The FCC outlines Maximum Permitted Exposure (MPE) limits of power density of RF signals for the general public in CFR Title 47 Part 1 § 1.1310. Power density is typically measured in milliwatts per square centimeter and is analogous to the brightness of a patch of light created on a surface in a room with a single light bulb at the center. As the wattage of the bulb increases any given spot in the room gets brighter, and the power density goes up.

The following charts show data calculated for various devices and how they compare to the limits in addition to each other. The first chart in Figure 2 just shows the power levels that each device transmits at, except for the typical microwave oven as its radiated emissions are leakages and not the result of an intentional transmitter.

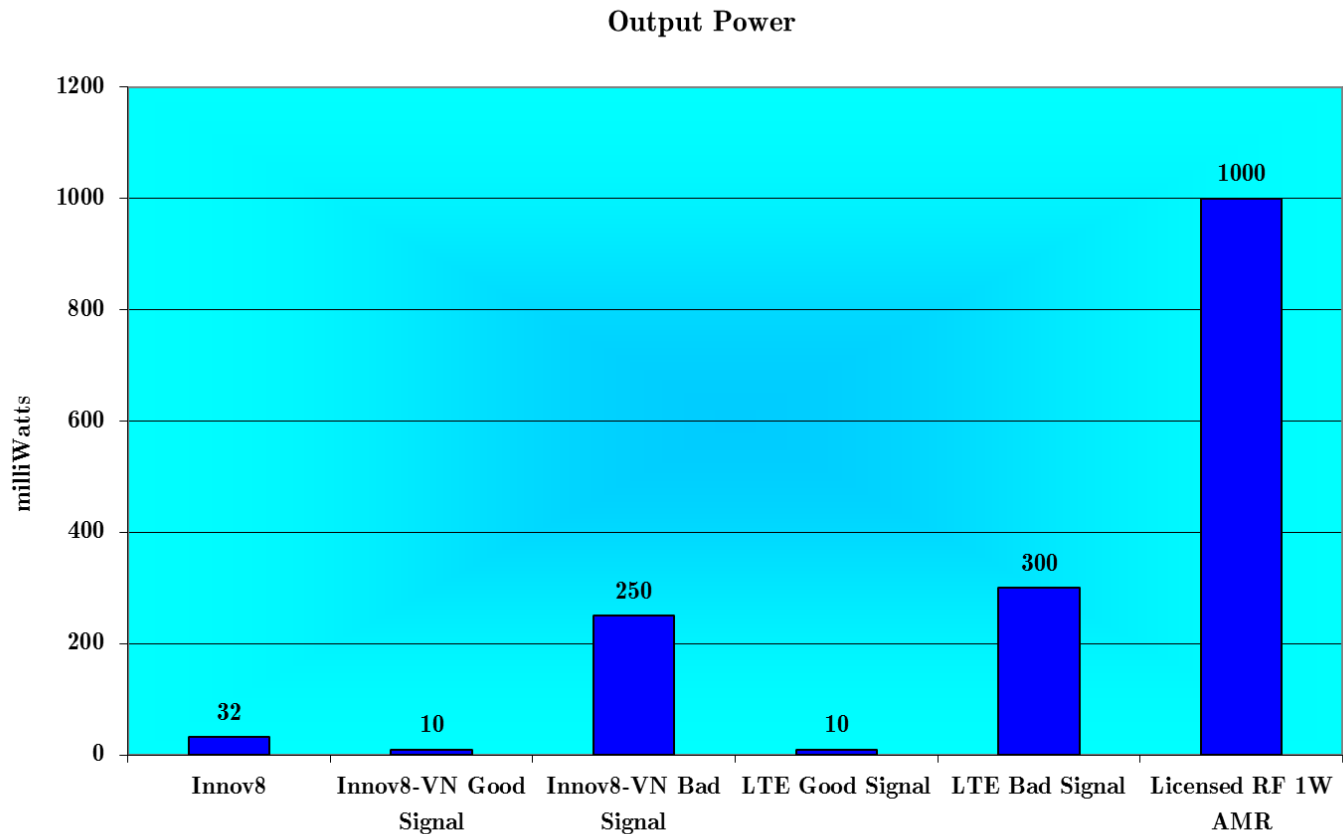


Figure 2: Device Output Power



RF Radiation Concerns

The next figure shows the calculated exposure levels in milliwatts per square centimeter for the various devices, when measured from a distance of one inch from the source of the transmission. The results are averaged over time to account for the fact that the Innov8 and the Licensed RF 1W AMR are not continuously transmitting and only transmit less than 0.1% of the day, and the innov8-VN is averaged due to transmitting only 30 seconds out of the entire day. Cell phone usage is LTE power levels averaged at 2 hours per day. The leakage radiation level of a typical microwave oven at the same distance of one inch is shown for comparison, which is not averaged. The MPE limits for each type of device are also shown with solid red lines.

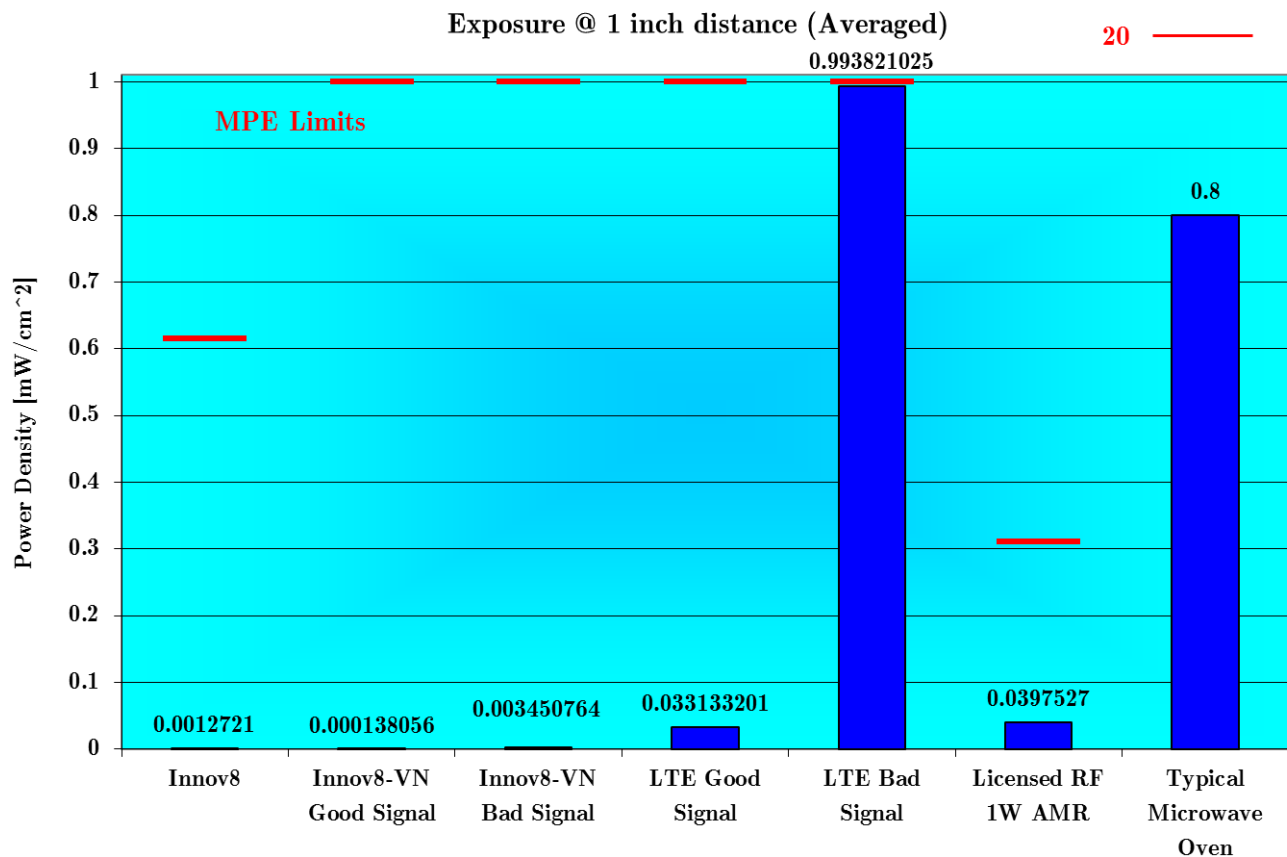


Figure 3: Exposure Levels At One Inch Distance (Averaged)



RF Radiation Concerns

Lastly the final figure shows the exposure levels calculated at three meters (approximately ten feet) from the source. These results are also averaged over time to account for the fact that the Innov8 and the Licensed RF 1W AMR are not continuously transmitting and only transmit less than 0.1% of the day, and the innov8-VN is averaged due to transmitting only 30 seconds out of the entire day. Cell phone usage is averaged at 2 hours per day. The leakage radiation level of a typical microwave oven at the same distance of three meters is shown for comparison, which is not averaged. The nearest MPE limit line is four orders of magnitude above the highest calculated value, which makes the exposure levels practically immeasurable and consequently negligible.

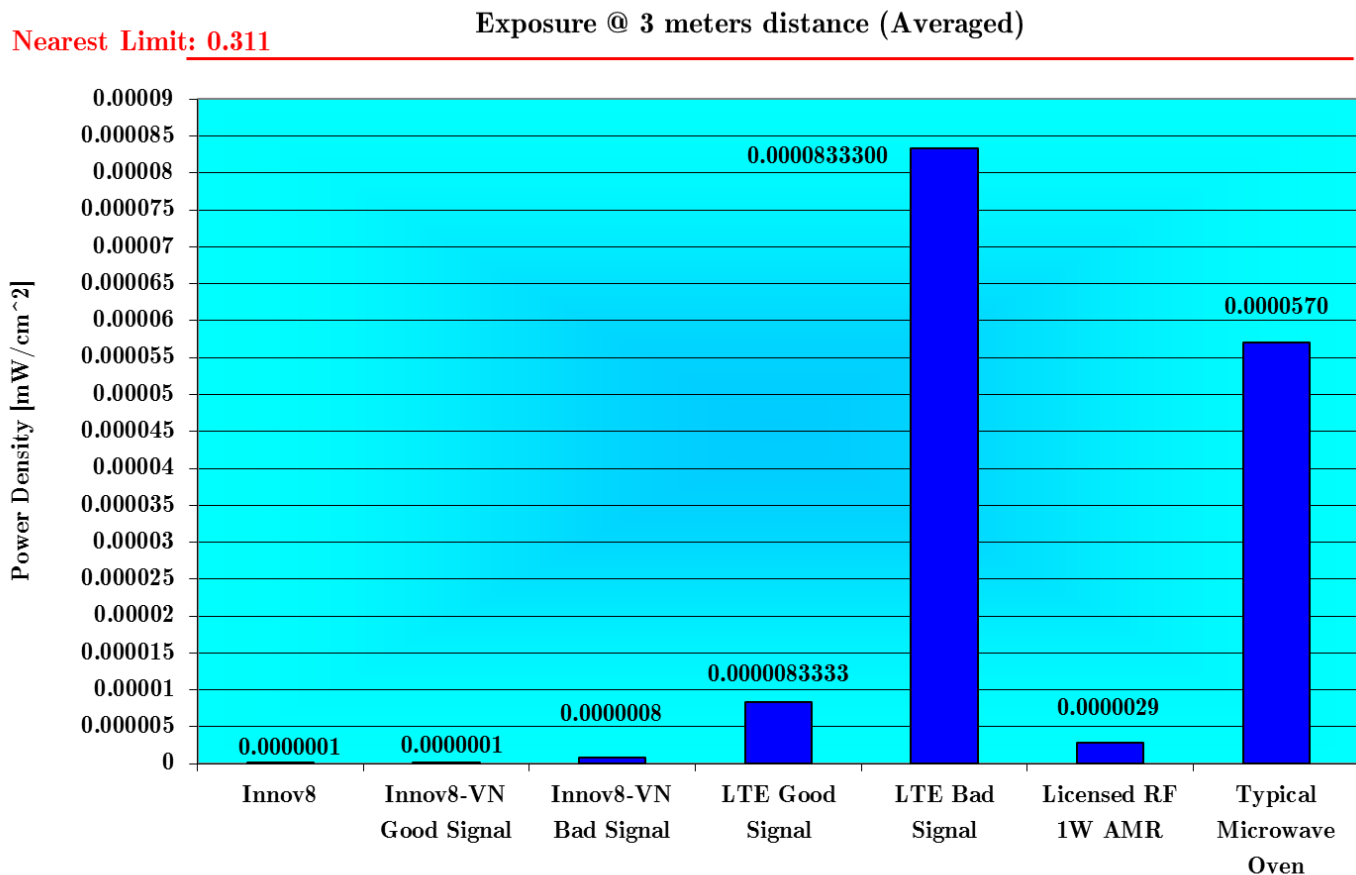


Figure 4: Exposure Levels at Three Meters Distance (Averaged)



References:

FCC CFR Title 47 Part 1 § 1.1310

<http://www.gpo.gov/fdsys/pkg/CFR-2011-title47-vol1/xml/CFR-2011-title47-vol1-sec1-1310.xml>

FCC OET Bulletin 65

http://www.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf

EPA Radiation Protection

http://www.epa.gov/radiation/understand/ionize_nonionize.html

FDA Microwave Oven Radiation

<http://www.fda.gov/Radiation-EmittingProducts/ResourcesforYouRadiationEmittingProducts/ucm252762.htm>

Health effects of Microwave Oven Radiation

http://www.ccohs.ca/oshanswers/phys_agents/microwave_ovens.html

Power Density Calculator Utilizing Methods From FCC OET Bulletin 65

http://hintlink.com/power_density.htm

Smart Meter Safety Whitepaper



Smart meters have been in the media largely for the benefits to utilities and their communities. However, there also has been concern from some citizens regarding the possible health impact of smart meters.

This document has been provided by Transparent Technologies to educate both utility professionals and the general public about the operation of the innov8-VN register and innov8-VNr remote.

General Operations

The innov8-VN register and innov8-VNr remote contain a module which allow for communications on the Verizon Wireless network. Their operations follow the same radio frequency guidelines as a common cellphone.

However, the VN endpoints are non-rechargeable, battery-powered devices. To maintain battery life for 10+ years, the devices must conserve power. Therefore, the VN endpoints only transmit data once per day. The innov8-VN and VNr operate as a register or remote continuously but are scheduled to wake up and log into the Verizon Wireless network once daily sometime between 1am and 6am local time (super off-peak time for the network). The time duration to log onto the network, send the daily broadcast and then disconnect takes between 20 to 30 seconds. Under certain circumstances, the meter data management system may send a command to the endpoint which would extend the link for a few more seconds. Therefore, the entire extent of the wireless communications is equivalent to a very short call or text message.

Transmission Details

The following details provide more technical information on the specifications of the wireless (cellular) communications of the innov8-VN and innov8-VNr and also compare them to some common devices.

Before outlining and comparing RF power levels it must be emphasized that all types of RF energy exposure covered in this document are of the **non-ionizing** type of electromagnetic radiation. This means that the radio-frequency transmissions from these devices are not capable of causing any damage to DNA simply because the wavelengths are too large to be able to be absorbed and cause any kind of damage to skin or body tissues.

This is in contrast to **ionizing** radiation which occurs in X-rays, tanning booths, and the ultraviolet part of the spectrum, and have small enough wavelengths and carry enough energy to change the atomic structure of cells and actually alter genetic code.

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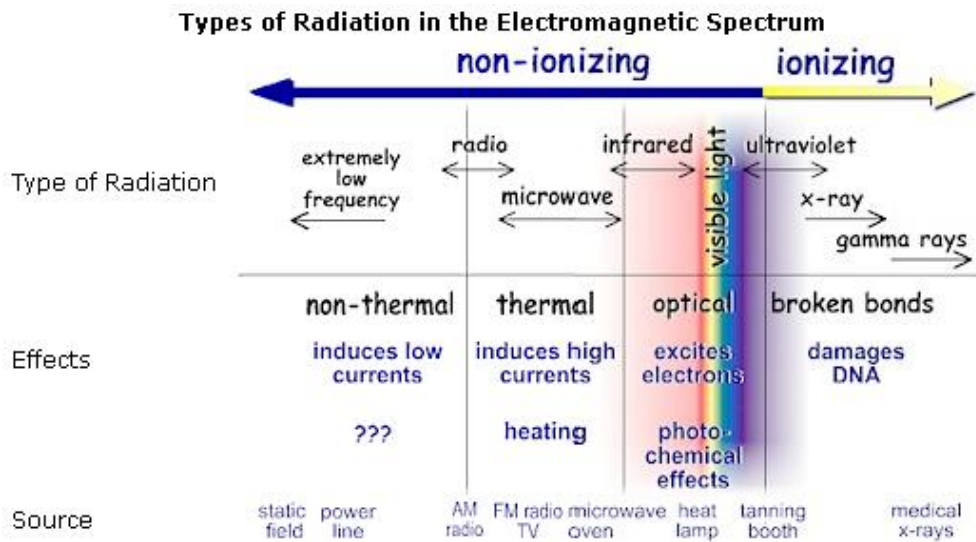


Figure 1

The FCC outlines Maximum Permitted Exposure (MPE) limits of power density of RF signals for the general public in CFR Title 47 Part 1 § 1.1310. Power density is typically measured in milliwatts per square centimeter and is analogous to the brightness of a patch of light created on a surface in a room with a single light bulb at the center. As the wattage of the bulb increases any given spot in the room gets brighter, and the power density goes up.

The following charts show data calculated for various devices and how they compare to the limits in addition to each other. The first chart in Figure 2 just shows the power levels that each device transmits.

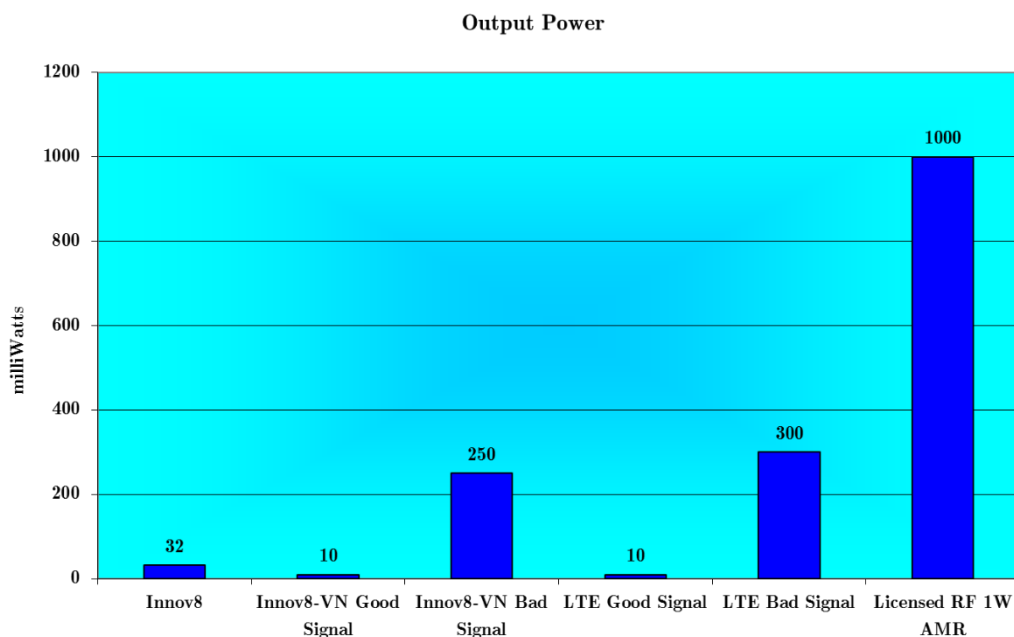


Figure 2

The next chart in figure 3 shows the calculated exposure levels (in milliwatts per square centimeter) for the various devices, when measured from a distance of one inch from the source of the transmission. The results are averaged over time to account for the fact that the Innov8 and the Licensed RF 1W AMR are not continuously transmitting and only transmit less than 0.1% of the day, and the innov8-VN is averaged due to transmitting only 30 seconds out of the entire day.

Cell phone usage is LTE power levels averaged at 2 hours per day. The leakage radiation level of a typical microwave oven at the same distance of one inch is shown for comparison, which is not averaged. The MPE limits for each type of device are also shown with solid red lines.

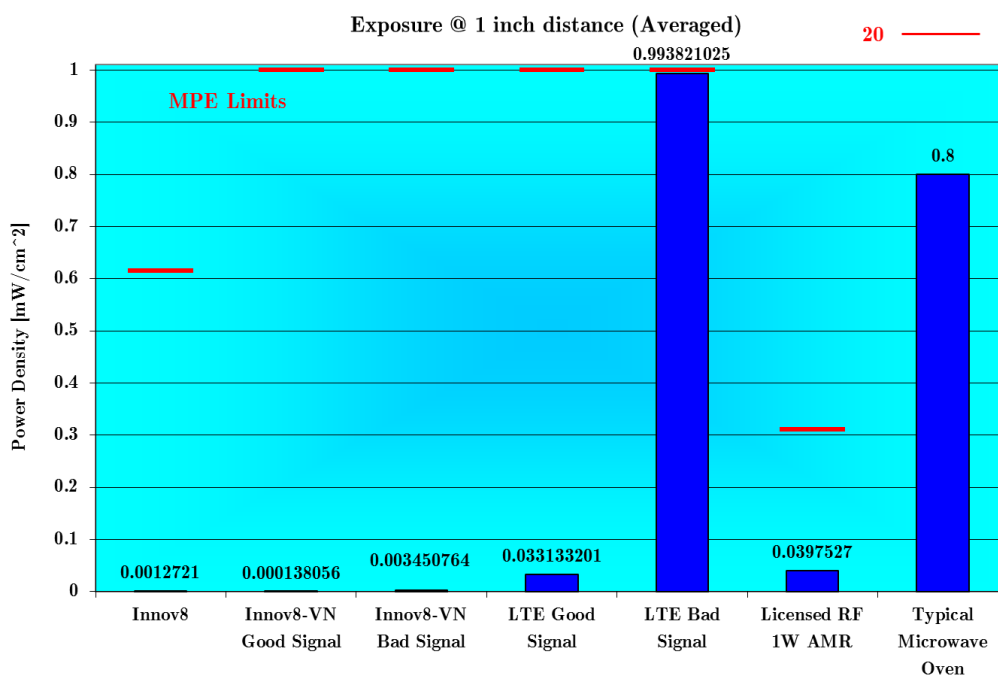


Figure 3

Lastly, the final chart in figure 4 shows the exposure levels calculated at three meters (approximately ten feet) from the source. These results are also averaged over time to account for the fact that the Innov8 and the Licensed RF 1W AMR are not continuously transmitting and only transmit less than 0.1% of the day, and the innov8-VN is averaged due to transmitting only 30 seconds out of the entire day. Cell phone usage is averaged at 2 hours per day.

The leakage radiation level of a typical microwave oven at the same distance of three meters is shown for comparison, which is not averaged. The nearest MPE limit line is four orders of magnitude above the highest calculated value, which makes the exposure levels practically immeasurable and consequently negligible.

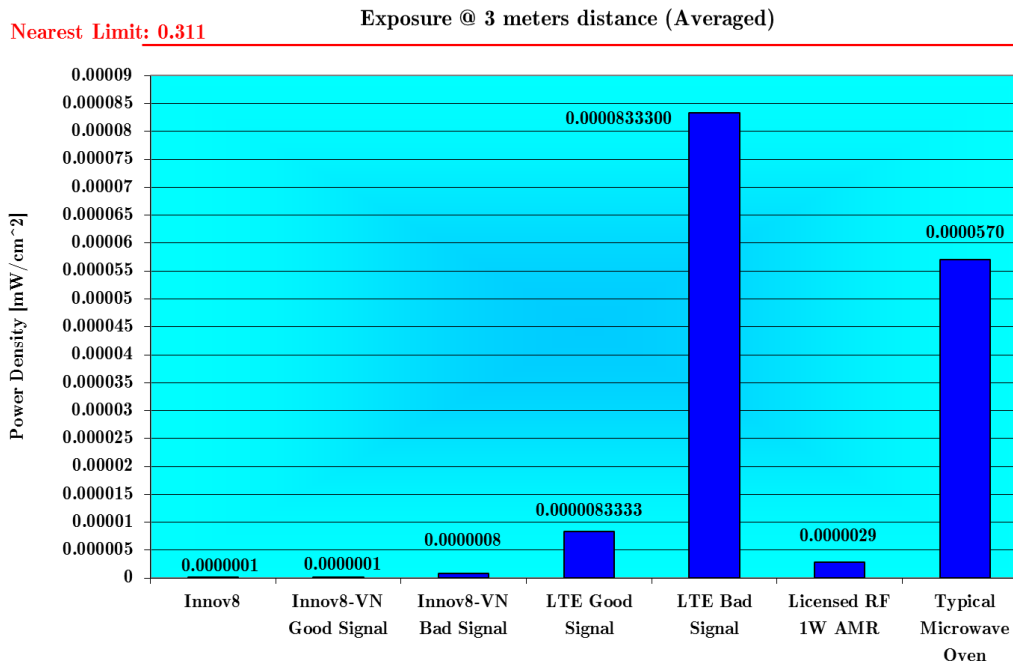


Figure 4

Conclusions

Utility customers are right to have concerns about smart meters and their potential health effects. T2 has strived to design and deliver a system which provides all of the technical benefits to the utility with negligible effects on humans. The power levels, timing and duration documented here show that the innov8-VN and innov8-VNr units should not be considered any type of health risk.

References:

FCC CFR Title 47 Part 1 § 1.1310

<http://www.gpo.gov/fdsys/pkg/CFR-2011-title47-vol1/xml/CFR-2011-title47-vol1-sec1-1310.xml>

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Alt Bauer Park Tree Relocation

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

SUMMARY EXPLANATION:

About ten years ago DPW responded to a tree in Alt Bauer Park that had fallen onto a resident's private property. Because the pathways in the park were so overgrown, it took DPW crews nearly 2-3 days to cut brush back far enough to allow enough room for equipment to access the fallen tree for removal. Once the fallen tree had been resolved, DPW management, the Recreation Director and Fire Department management at that time were all in agreement that wider pathways made for better access. The improved access not only allowed maintenance crews to move about the park easier, but also allowed for EMS response should it be necessary. Over the next few winter seasons, DPW crews widened pathways and did a pathway restoration project that included all new stone being added. The project took place at both Alt Bauer and Schoen-Laufen Parks. At the time, some individuals were opposed to the project, although the department also received a handful of compliments too.

Since the project was completed, DPW crews have mowed 6' wide on either side of the stone path about twice per season, while also spraying the path for weeds to keep it in great shape, which has proven successful. Shortly after the project was complete, a nearby resident started planting sapling evergreen trees along the pathways in Alt Bauer, which was obviously going to impact the pathways and negate the time village staff had spent widening them at some point in the future. In October of 2014 the resident was notified via mail by the Recreation Director at the time about conducting maintenance including the planting of trees, asking him to stop. Even though the notification was made, tree planting continued. Today, there are areas along pathways in Alt Bauer Park where unplanned trees will cause the village to repeat the already completed work in the future. In an effort to mitigate the situation before it gets too far along, staff involved the services of Wachtel Tree Science to help formulate a plan to rectify the situation. While staff wants to remove most of the trees to maintain the existing footprint, some could be replanted within the park system or residents in the area could also plant them on their private property should the committee find this acceptable.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER X

RECOMMENDATION:

Staff recommends following the professional guidance of Wachtel Tree Science as it relates to moving or removing the trees located too closely along the pathways within Alt Bauer Park.

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.



July 13, 2022

Village of Germantown
Attn: Scott Anderson
N112W17001 Mequon Road
Germantown, WI 53022

Re: Assessment of Alt Bauer Park trees planted without consent from the Village

Dear Mr. Anderson,

As you requested, I assessed the trees that have been planted in Alt Bauer park by residents without the consent of the Village. I flagged trees that I feel will grow large enough to impact the safe use of the maintained trail that runs through the park. Specifically, these trees will grow into the 6' of cleared space that is needed on either side of the path that will allow access of emergency response personnel and equipment.

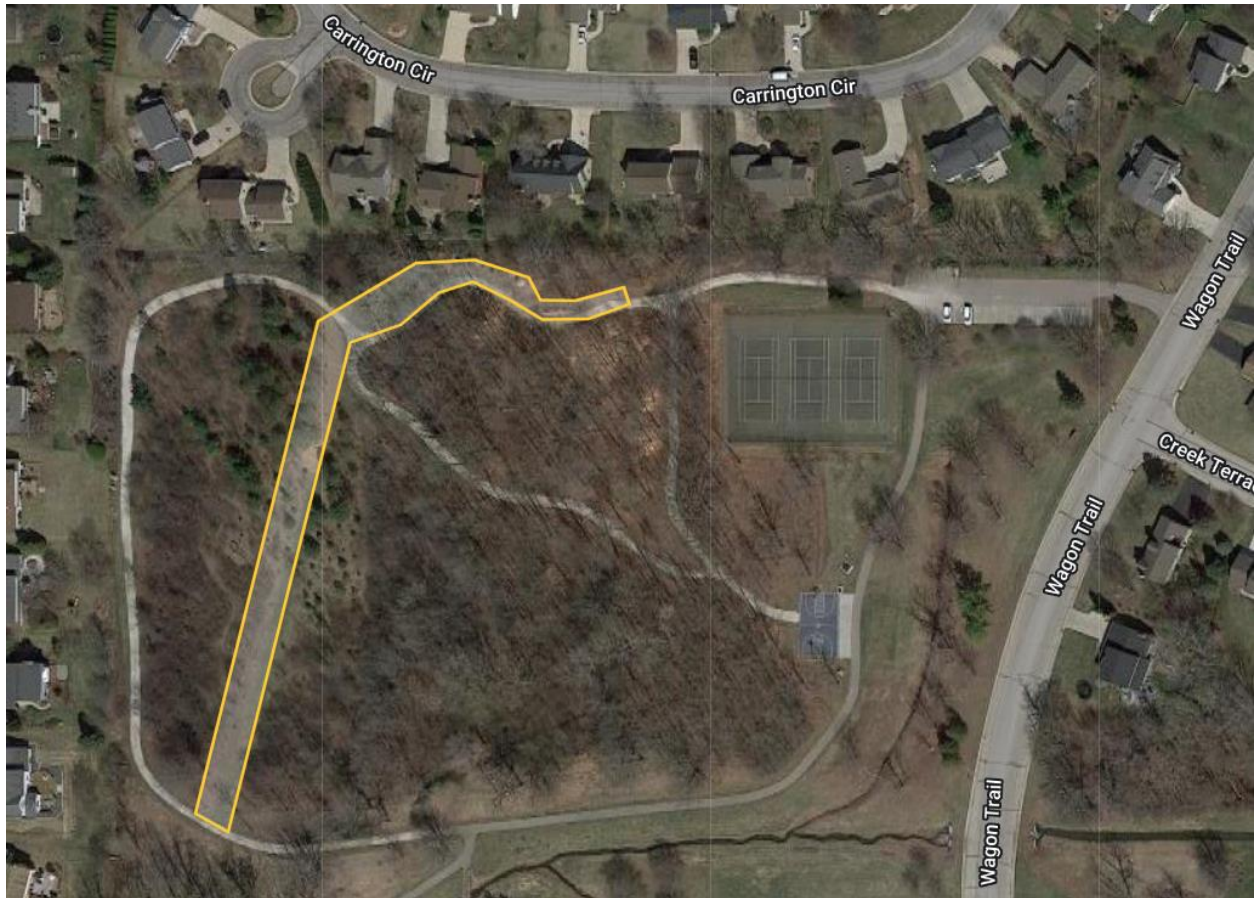
In total, I flagged 6 trees that should be removed (pink flags) and 38 trees that can be transplanted (orange flags). I recommended removal of trees where I feel transplanting efforts will negatively impact the health of nearby high-value trees that are naturally growing in the park.

Sincerely,

Nathan Schuettpelz, RCA#732
Contract Forester, Village of Germantown
Consulting Department Manager-Wachtel Tree Science
ISA CERTIFIED ARBORIST WI-0887AM

Attached: Site Map and Photos

Alt Bauer Park – Area of trees planted without consent from Village



Photos



Flagged trees along north border of park

Photos cont...



Flagged trees on trail looking south

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Library Condenser Replacement Commitment

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

SUMMARY EXPLANATION:

The Germantown Library is cooled by two separate condensing or cooling units that are both original to the building. CU-2 has two stages of cooling and is responsible for the front lobby, community room & restroom areas. Over the past couple of cooling seasons, CU-2 has needed repairs to keep the unit functioning properly. CU-1 has four stages of cooling and is responsible for the main space and office area. Despite being original to the building this unit has never been a maintenance issue until this season. CU-1 is currently only functioning with two stages, as the other two stages have a significant refrigerant leak. To make repairs to this unit, significant labor and material costs would have been exhausted, and even when complete, would have left the village with a cooling unit already past its useful service life. Cooling with two of the four stages is less than ideal and has caused some issues in areas of the library, especially on warmer days. Back in May, library and buildings staff decided only to explore further repairs should we find that the two stages just couldn't keep the space tempered, which has not been the case thus far. The replacement plan was to bring this project forward as part of the 2023 buildings capital budget. During the process of budget planning, we've learned that the lead time on the units necessary, is 30-40 weeks once an order is placed. If we move forward under the normal process of budget and purchasing, even if ordered in January, the 30-40-week lead time would put us in August or September of 2023, toward the end of next year's cooling season. Administration advises amending the 2022 capital project budget to include the cost of the replacement and adding the project cost as part of the debt issuance scheduled this winter for the DPW building. This will allow staff to purchase the cooling units yet this year, giving the village the best chance to ensure the new units are in place by next cooling season.

The current project estimates are about \$240,000.00 +/- . If the Public Works Committee and Village Board want to move forward, staff will quickly get competitive pricing and execute a purchase order to start the process.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Staff recommends ordering the necessary cooling units as soon as possible to help ensure their replacement prior to the 2023 cooling season.

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 & VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Ordinance Amending Section 11.08 of the Germantown Municipal Code as it relates to the Residential Yard Waste Facility

SUBMITTED BY: Timothy Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

At the June PWHC meeting it was unanimously decided that the name Germantown Recycling Center no longer represented the actual function of the facility. It was decided to rename the facility Germantown Residential Compost Facility and to change the associated text in the ordinance to reflect it.

ATTACHMENT: ORDINANCE X RESOLUTION OTHER

RECOMMENDATION:

After much consideration at the staff level and to remove any association for food waste composting; Section 11.08 shall be amended as proposed on the attachment and the name of the facility will be the Residential Yard Waste Facility. Staff further recommends that this be forwarded on to the full Village Board with a positive recommendation.

COMMITTEE ACTION:

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

ORDINANCE NO. ____-2022

An Ordinance Amending Section 11.08 of the Germantown Municipal Code
as it Relates to the Residential Yard Waste Facility

WHEREAS, the Village Board previously adopted section 11.08 of the Municipal Code which regulates garbage and recyclable materials including regulations related to the Residential Yard Waste Facility; and

WHEREAS, the Village Board desires to clarify certain regulations relating to the Residential Yard Waste Facility;

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I

Section 11.08(1)(y) of the Germantown Municipal Code is amended to read as follows (Note: Added Text is double underlined; Deleted text is ~~struck through~~):

(y) Yard Waste. Leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than ~~6 inches in diameter~~ 10 feet in length. This term does not include stumps, roots or shrubs with intact root balls.

SECTION II

Section 11.08(3)(l) of the Germantown Municipal Code is amended to read as follows (Note: Added Text is double underlined; Deleted text is ~~struck through~~):

(l) Management of Lead Acid Batteries, Major Appliances, Waste Oil and Yard Waste. Occupants of single-family and 2-unit, 3-unit and 4-unit residences shall manage lead acid batteries, major appliances, waste oil and yard waste as follows:

1. Lead acid batteries shall be taken to an approved drop-off site such as Batteries Plus, Wal-Mart, Fleet Farm, Industrial Recyclers, or other authorized collection centers.
2. Major appliances, whether or not containing refrigerant, to be disposed of by the owner/user, shall be taken to Waste Management's Orchard Ridge Landfill or to Refrigerant Recovery, Inc. Non-refrigerant appliances may also be taken to Industrial Recyclers.

3. Waste oil shall be taken to the Village's Residential Yard Waste Facility~~West Main Street Recycling Center~~.

4. Yard waste shall be taken to the Village's Residential Yard Waste Facility~~West Main Street Recycling Center~~.

SECTION III

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION IV

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION V

This ordinance shall take effect and be in full force upon its passage and the day after its publication.

Introduced by Trustee: _____

Adopted: _____, 2022

Vote:

Ayes: _____

Nays: _____

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

APPROVED AS TO FORM:

Brian C. Sajdak, Village Attorney

Published:

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Change Order Recommendation Visu-Sewer - Interceptor
Lining/Manhole Rehab

SUBMITTED BY: Timothy K. Zimmerman – Wastewater Superintendent

SUMMARY EXPLANATION:

Village contract number 2103 with Visu-Sewer includes unit pricing for manhole rehabilitation in the amounts of \$133.00 per vertical foot for both cementitious and epoxy. It also includes unit pricing for CIPP lining at \$322.00 per lineal foot. These unit prices are very favorable to the Village. State law allows for up to a 15% addition to the value of a contract for additional work under the current unit price. The value of the current project is 2.61 million dollars and 15% allowed under state law is \$391,650.00. Budgeted in the 2022 Wastewater Utility is \$400,000 for sanitary pipe water crossings and \$80,000 for misc. I/I projects which includes manhole rehabilitation.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER__X__

RECOMMENDATION:

It is staff's recommendation to Amend by Change Order Village contract #2103 for the amount not to exceed \$207,200.10 for additional CIPP liner and Manhole Rehabilitation. And to forward this recommendation to the Village Board. Money to be utilized for the rehabilitation of select sanitary manholes contained in an easement at Virginia Highlands and to install an 858' 30" CIPP liner on Washington Drive between manholes SA254-003 and SA254-009. This sewer line is located under the regional stormwater pond and has minimal cover. Monies to be transferred from the following account numbers: 60-180-183-3132 Collecting Mains and 60-180-182-3110 Collecting System.

COMMITTEE ACTION:

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



Village of Germantown GIS 30" adder

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

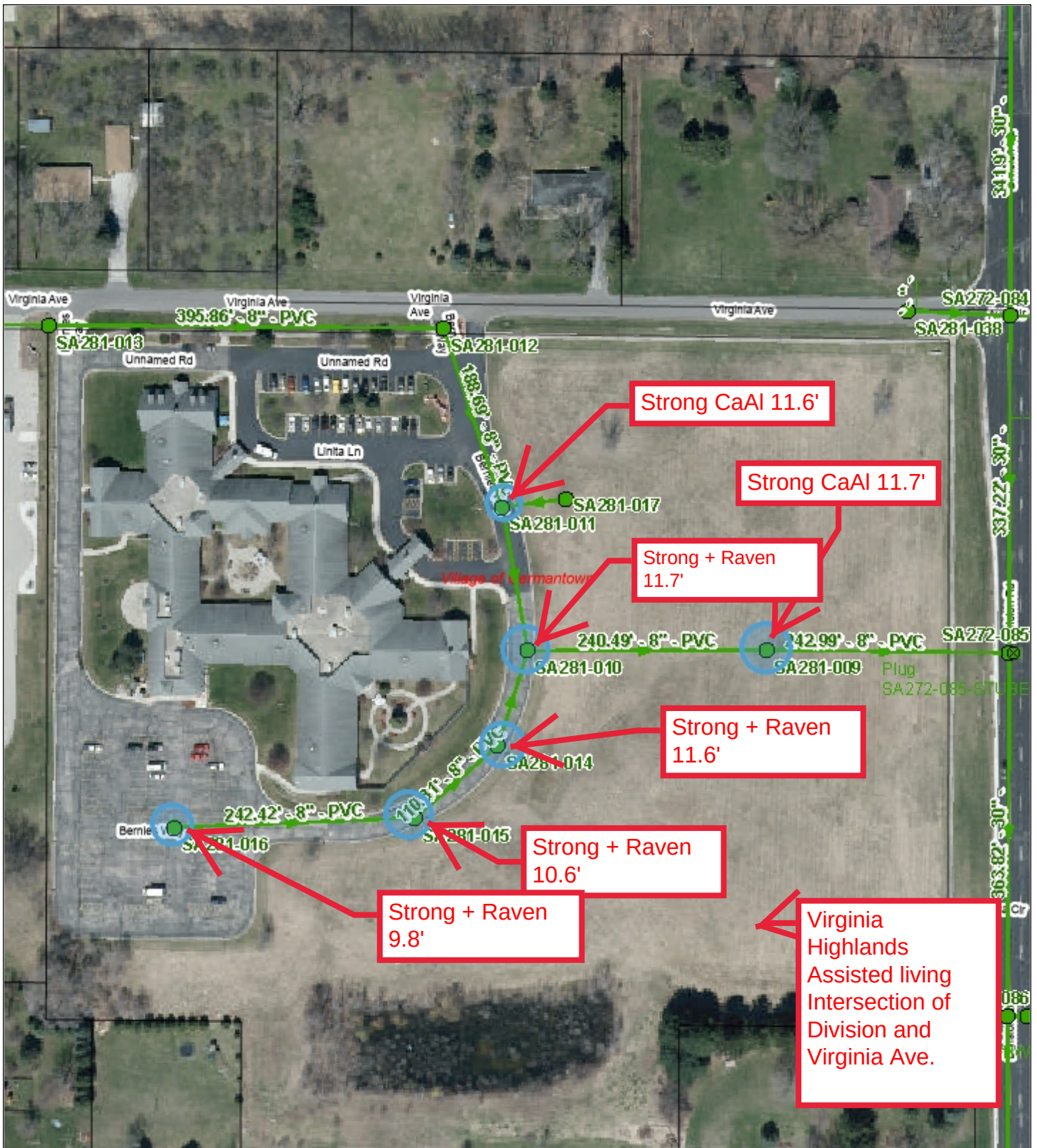


Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 376'

Print Date: 6/20/2022



Village of Germantown GIS Additional coatings

DISCLAIMER:

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Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 188'

Print Date: 6/20/2022

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Reduction of Letter of Credit- Kinderberg Estates
Subdivision

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

SUMMARY EXPLANATION:

The Veridian Homes Developer of Kinderberg Estates Subdivision has requested a reduction to the remaining Letter of Credit (LOC). This is the second reduction request. The current value of the LOC is \$125,000.00 and the developer is requesting a reduction in the amount of \$85,000.00 leaving a remaining amount of \$40,000.00.

Most public improvements have been completed and accepted. Asphalt surface pavement, minor curb & gutter replacement and minor punch list items are remaining. Staff has determined that the requested remaining LOC amount will be sufficient to complete the work should the developer default.

All lots have structures either completed or in progress.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER _____

RECOMMENDATION:

Director of Public Works respectfully recommends the Public Works and Highway Committee approve the requested reduction to a remaining amount of \$40,000.00 and recommends forwarding with a positive recommendation 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.

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Reduction of Letter of Credit - Harvest Hills Subdivision

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

SUMMARY EXPLANATION:

The Developer for Harvest Hills Subdivision has requested a reduction to the remaining Letter of Credit (LOC). This is the third and final reduction request. The current value of the LOC is \$150,000.00 and the developer is requesting a reduction in the amount of \$150,000.00 leaving a remaining amount of \$0.00.

All Public Improvements have been completed and accepted. Punch List items, including tree replacement, have been completed.

80% lots have structures either completed or in progress.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Director of Public Works respectfully recommends the Public Works and Highway Committee approve the requested reduction to a remaining amount of \$0.00 and recommends forwarding with a positive recommendation 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.

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Reduction of Letter of Credit - Heritage Park North Subdivision

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

SUMMARY EXPLANATION:

The Home Path Financial, LP Developer of Heritage Park North Subdivision has requested a reduction to the Letter of Credit (LOC). This is the first reduction request. The current value of the LOC is \$2,902,592.25 and the developer is requesting a reduction in the amount of \$700,000.00 leaving a remaining amount of \$2,202,592.25.

The reduction reflects the completed installation of sanitary sewer and water main. Staff has determined that the requested remaining LOC amount will be sufficient to complete the work should the developer default.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Director of Public Works respectfully recommends the Public Works and Highway Committee approve the requested reduction to a remaining amount of \$2,202,592.25 and recommends forwarding with a positive recommendation 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.

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Remove Excess Topsoil / Zilber Building No. 5 Site

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

SUMMARY EXPLANATION:

Pursuant to Village of Germantown Municipal Code Section 17.441 (Protection of Topsoil Resource) Riley Construction Company, Inc, General Contractor for Zilber Building No. 5, has submitted a request to remove 8,500 cubic yards of excess topsoil from the project site. The volume of remaining topsoil will be sufficient to place 12 inches thick in proposed green areas of site.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER XX

- Email from Riley Construction Company, Inc

RECOMMENDATION:

Staff recommends approval by the Public Works & Highway Committee for the Request by Riley Construction Company, Inc to remove 8,500 cubic yards of excess topsoil.

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.

Lawrence Ratayczak

From: Matt Cramer <MattC@rileycon.com>
Sent: Thursday, June 30, 2022 3:43 PM
To: Lawrence Ratayczak
Subject: Zilber Industrial 5 - Excess Topsoil Removal

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Larry,

On the Zilber Industrial 5 project on Gateway Crossing, the project has an excess of approximately 8,500cy of topsoil after accounting for 12" thick respread in the green areas. We would like approval from Germantown to haul this topsoil off site.

If you have any question or concerns regarding this request for approval, feel free to contact me by phone or email.

Thanks.

Sincerely,

Matt Cramer
Senior Project Manager
Riley Construction Company, Inc.



Let us make
your job easier

Cell Phone: (262) 620-8334
Office Phone: (262) 658-4381
www.rileycon.com



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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Award of SISP Project Grant by WisDOT for County Line Road
“CTH Q” & Appleton Avenue

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

SUMMARY EXPLANATION:

The Village was awarded the SISP Grant for design in Fiscal Year 2024 and construction in Fiscal Year 2025. Note that WisDOT’s Fiscal Years begin in the fall of the preceding year. The work will include replacement of all the traffic lights installed over lanes of traffic, new street lighting, flashing yellow arrows, video vehicle detection, emergency vehicle detection, replacement of all pull boxes/wiring, replacement of select controllers and updated pavement marking. The cost of the project is divided as 90% State and 10% Village with a total estimated cost of \$523,250.00.

The submitted application can be viewed upon request to the engineering department.

Staff brings this item forward to notify the Public Works and Highway Committee and a future agreement will be brought to the PWHC for approval.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER____

RECOMMENDATION:

No Action required, information purposes only.

COMMITTEE ACTION:

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

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Seal Coat Program

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

SUMMARY EXPLANATION:

The Village Departments of Engineering and Streets are charged with the responsibility of coordinating an annual seal coating program for Village roads. In 2022 the Engineering Department did not have sufficient time to nominate streets and have the Street Department review for determination of work required of them prior to installing the seal coat material. To address the elimination of seal coating performed in 2022 the Engineering Department is requesting that the 2022 funds budgeted for seal coating be rolled over into 2023. These funds would be added to the Budgeted 2023 seal coating funds. Engineering and Streets have initiated a revised process to budget for seal coating which includes selection of streets for the following years seal coating program in the fall of the preceding year giving time for the Street department to schedule and budget for their required work.

Staff of the Departments of Engineering and Streets are respectfully requesting approval from the PWHC to roll-over the 2022 budgeted funds for seal coating. The 2022 roll-over funds will be combined with funds in the 2023 budget and in 2023 bid a project having the volume of 2 years of seal coating.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER _____

RECOMMENDATION:

Staff recommends approval by the Public Works & Highway Committee to forgo the 2022 seal coating program and roll over the 2022 budgeted funds to be used in 2023.

COMMITTEE ACTION:

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

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Drainage Study-Woodland Manor Subdivision

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

SUMMARY EXPLANATION:

The Department of Engineering hired the engineering firm of raSmith to perform a drainage study of the Woodland Manor Subdivision consisting of Woodland Dr/Merkel Dr/Oakview Ave areas. This topic was heard previously by the PWHC on 7/1/2020 and 11/10/2020 and brought forward by a request of Trustee Dennis Myers. At the 11/10/2020 PWHC meeting the committee approved performing the drainage study. The concern was poor drainage and potential flooding. The area investigated consisted of the streets listed above. The purpose of the drainage study was to determine: 1) Survey the existing drainage ditches; 2) What improvements can be made; 3) Estimate the cost of improvements.

Historically the streets were originally designed to be an urban cross-section (curb/gutter with storm sewer), but the developer changed the scope and with the same proposed grading plans constructed a rural cross-section (roadside ditches). This caused a very flat grade to construct the required ditches. The survey of the area exhibits the flat drainage area as originally constructed. The overall average slope of the ditches is less than 0.8% with 1.5% usually considered a minimum slope. In a very heavy rain, the storm water may backup in the roadside ditches this is simply the ditch doing its job performing as a temporary storm pond. I am not aware of any damages caused to private property from a rain event to date. After a short period of time the ditches drain, and ponding dissipates.

The result of the survey reveals that the ditches were constructed flat as previously stated and due to the elevation of the wetlands where the drainage outfalls there is no way to increase the slope of the ditches to improve flow characteristics. The engineers did provide two alternatives to improve flow; 1) improve the roads to be an urban cross-section (curb/gutter) with storm sewer (\$636,444.00) and 2) enclose the ditches with storm sewer (\$622,697.00).

It is the opinion of the engineering department that neither of the options presented by the engineering firm be performed and that the Village Streets Department replace one cross-culvert on Woodland Dr and perform some minor ditch grading on Woodland Dr. and Merkel Dr.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER XX

*Previous PWHC Backup
*Map of Area

RECOMMENDATION:

Staff recommends the Public Works & Highway Committee direct staff to make drainage improvements as suggested by the Village Engineering Department.

COMMITTEE ACTION:

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

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

MEETING DATE: Wednesday July 1, 2020

AGENDA ITEM: New Business

ITEM TITLE: Woodland Manor Drainage - Discussion

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

There have been several drainage concerns voiced in the Woodland Manor area. That area includes Woodland Drive from Goldendale to east of Rosewood, Merkle drive from Oakwood to 415 feet north of Woodland, Oakview and Rosewood. This area appears to have been developed in the late 60's. Subdivisions constructed in that era did not adhere to the storm water design/standards like they do today. It appears the streets were designed to have an urban or curb and gutter type construction. Instead they were built with open ditches. A concrete curb can be built with a less than 1% slope and still move water. An open ditch cannot. This is the root and/or the primary cause of the drainage problems in this entire subdivision.

Generally speaking, the storm water is intended to reach the wetland area along Merkle Drive approximately 415 feet north of Woodland. At the intersection of Woodland and Merkel there are two culverts that run south to north (NOT east to west as shown on map/GIS). The mid-block drainage from Oakview and Rosewood flow to Woodland west to Merkle. Merkle Drive south of Woodland flows to this intersection as well. From those two culverts (Woodland at Merkel) there is .5% slope. This leaves these and virtually all the ditches in this area constantly wet.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff is presenting this to the Committee for informational purposes. Trustee Myers has also voiced concern about this area. Staff wanted to provide background information to the Committee, generate some discussion and answer any questions the public or Committee may have.

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: November 10, 2020

AGENDA ITEM: Unfinished Business

ITEM TITLE: Woodland Manor Drainage - Discussion

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

SUMMARY EXPLANATION:

Staff has requested and obtained an estimated cost to survey and design storm drainage from the Woodland Manor area.

The estimated cost is a range of \$6,000.00 to \$8,000.00. The range is due to the undetermined amount of field work such as surveying that may be required.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__

RECOMMENDATION:

Staff is presenting for discussion and direction from PWHC

COMMITTEE ACTION:

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

PUBLIC WORKS & HIGHWAY COMMITTEE MEETING MINUTES

November 10, 2020
Virtual WebEx & Village Hall Board Room

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

ROLL CALL: Chm. Kaminski, Trustee Members Hudson, Miller and Zabel. Also present were Dir. Ratayczak, Adm. Kreklow (Virtual), Atty. Sajdak (Virtual) and Secretary Wick.

APPROVAL OF MINUTES: MOTION made by Zabel, seconded by Miller to approve the Minutes of October 6th and November 2nd, 2020.

Motion carried unanimously.

PUBLIC COMMENT: None

DRAINAGE DITCHES – HILLTOP DR., FOX LANE, EDGEWOOD DR.: Dir. Ratayczak reported staff was in the process of completing the design of stormwater drainage improvements based on a survey of the area. A visual map of the area provided the proposed storm pipe layout with the Village's Prof. Land Surveyor Bob Beilfuss explaining the work to be done.

Dir. Ratayczak further noted the area was flat and therefore storm pipe was necessary. Material costs were approximately \$140,000 for 2000 feet of pipe. Project labor and equipment were additional costs. Upon completing a design plan, staff will obtain costs for Committee review. It was anticipated the project work would start late Spring or early Summer.

WOODLAND MANOR DRAINAGE - DISCUSSION: Dir. Ratayczak reported staff obtained an estimated cost of \$6,000-\$8,000 from R.A. Smith to complete a drainage study of the Woodland Manor area. The estimated cost was due to the undetermined amount of field work that may be required.

MOTION made by Miller, seconded by Zabel authorizing staff to complete a drainage study of Woodland Manor Subdivision not to exceed \$8,000.

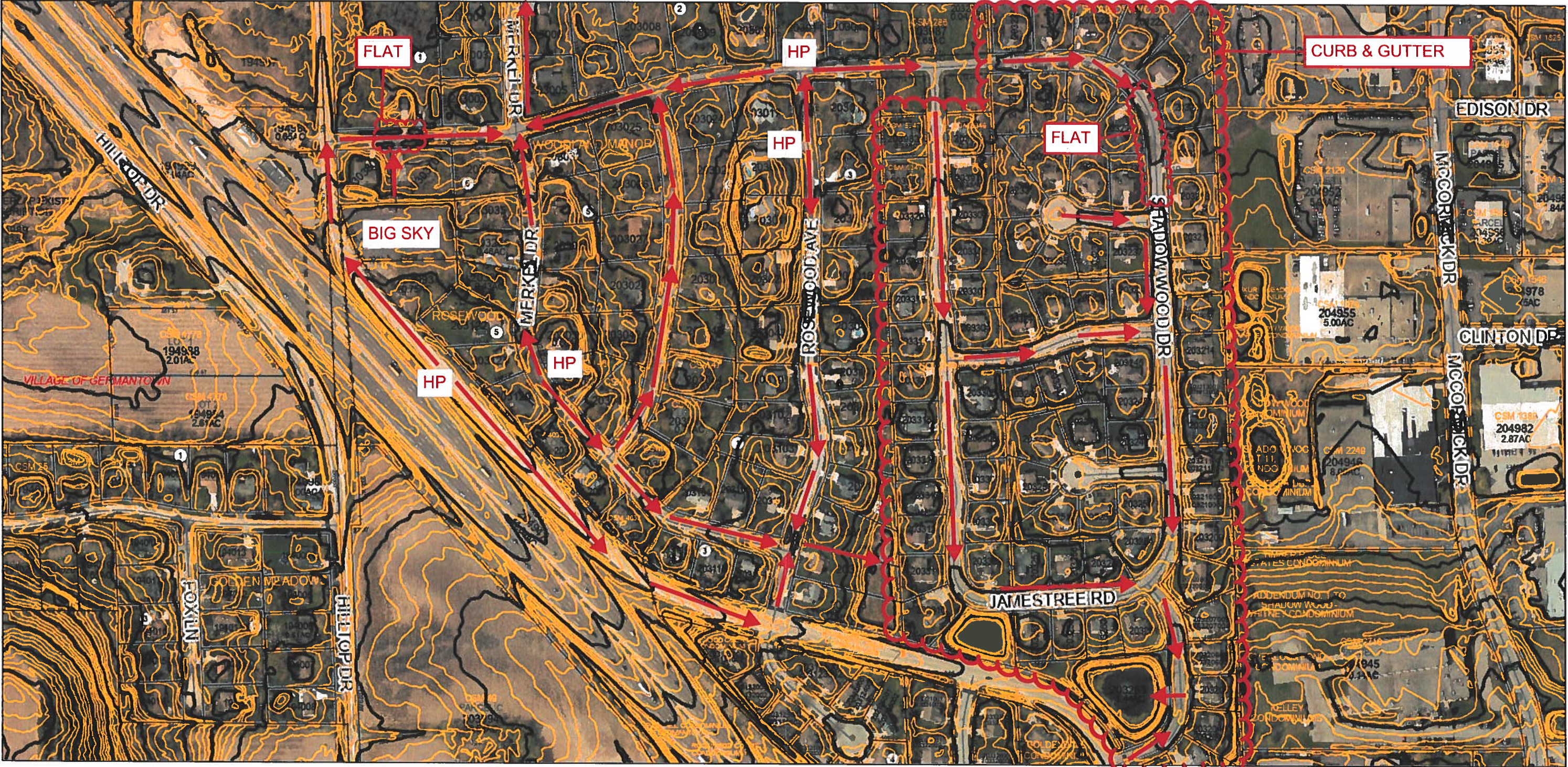
Motion carried unanimously.

BLACKSTONE CREEK – PRIVATE/PUBLIC ROADWAY - INFORMATIONAL:

Staff has evaluated the request of the Blackstone Creek homeowners to transfer the private roadways to public roadways. Provided to the Committee was a summary of items that would be required by the Condo Association as none of the road or storm sewer was inspected by the Village's Engineering Department during construction in 2008. Also noted was detention ponds within the development would still be owned and maintained by the condo and subdivision HOA in perpetuity.

Prof. Land Surveyor Bob Beilfuss explained in 2008 Blackstone Creek was originally designed as a condo development. With the downfall of the economy and not being able to sell condominiums, the developer sub-divided the easterly and northerly section of the development. All roads within the development are still retained by the condo association. Interior roads and utilities were private and therefore not inspected under the Village's jurisdiction. Mr. Beilfuss added to convert the private roads to public roads, the condo association would need to remove the area of the roads from the development itself. The State would require 100% compliance or sign-off from every unit owner. In the areas of the subdivision where a 60 foot road right of way would be established, homeowners would lose portions of their land as a center line was never established. Discussion continued noting the following:

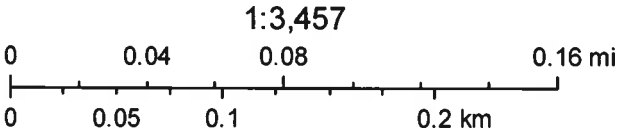
Washington County, Wisconsin



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- | | | |
|-------------------------------------|---------------------|-------------------|
| Current Parcel | City/Village Street | Text Leader Lines |
| 1' Contours | Private Street | Plat |
| <all other values> | Landhook | Lot |
| Index | Meander Line | Municipality |
| Intermediate | PLSS Monument | Retired Parcel |
| RoadCenterline TWN, CVS, PVT | PLSS Boundary | Right-of-Way |
| Township Road | | |

**GERMANTOWN
DRAINAGE STUDY**



Washington County

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

MEETING DATE: Wednesday, August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Award Contract – Country Aire Drive Reconstruction

SUBMITTED BY: Lawrence W Ratayczak, PE- Director of Public Works

SUMMARY EXPLANATION:

The Country Aire Drive Reconstruction Project was advertised for bids which were received and read on August 10, 2022. _____ () bidders responded to the advertisement all with qualified and accepted bids.

The bids received are as follows:

This section to be completed after bids are received on August 10th, 2022 and a revised backup will be handed out at the meeting.

The engineer's estimate was \$590,000.00.

Staff has reviewed the bids and recommends the contract be awarded to _____

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER xx

- Bid Tabulation

RECOMMENDATION:

Staff recommends awarding the contract to _____ in the amount of \$ _____. In addition staff is requesting a 5% contingency or \$ _____ be included in the recommendation for award. Therefore, the total amount requested for award is \$ _____.

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 & VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Wednesday August 10th, 2022

AGENDA ITEM: New Business

ITEM TITLE: Development Agreement Wrenwood-North

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

SUMMARY EXPLANATION:

The Development Agreement for Wrenwood-North is presented for review and approval. The Agreement is presented at an unusual time in the procedure of a project approval process whereas the project (Phase 1) is completed up to the point of binder pavement in place and the sanitary sewer and water main (Phase 2) is completed. This project follows the same specifications as the previously constructed Wrenwood-South development. Neumann Development has followed the requirements of Wrenwood-South and has prepaid the cost of inspection as required in the Development Agreement. There have been no issues as to the construction meeting the Villages specifications. This Developers Agreement replicates the Wrenwood-South Agreement except for a few nuances specific to Wrenwood-North such as dual entrances on Freistadt Road (CTH F), construction in two (2) phases and connection to Wrenwood-south via a utility easement/walking path.

The delay in getting the agreement completed is partially due to the location and design of the water main required to loop the Wrenwood-North water main with the Villages existing water main. There were several possible routes and the Village approved work to commence in Wrenwood-North prior to resolving the loop issue. Since the loop was not resolved the Director of Public Works decided to hold off on the Developers Agreement until such time that the water main loop was resolved.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER X

- Development Agreement

RECOMMENDATION:

Staff recommends the Public Works and Highway Committee forward to the Village Board with a positive recommendation for approval of the Development Agreement for Wrenwood-North Subdivision contingent upon inclusion of pending comments/corrections by the Village Attorney prior to Village Board 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.

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
WRENWOOD- NORTH PH 1 & 2 SUBDIVISION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the Village of Germantown (the "Village"), a Wisconsin municipal corporation, and Wrenwood, LLC (the "Developer"), a Wisconsin limited liability company.

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

WHEREAS, Developer has submitted for approval by the Village a development plan for a proposed residential subdivision (the "Development" or "Subdivision") which will consist of 95 single-family residential lots to be developed in two (2) Phases (Ph 1=46 lots & Ph 2= 49 lots); on Lots 3 & 4 of the Property, which Developer proposes to complete as described in the plans submitted to the Village, and as ultimately approved by it; and

WHEREAS, the Agreement applies only to Lots 3 and 4 of the Property, since Lots 1 and 2 of the property where previously addressed under another development agreement; and

WHEREAS, the Developer proposes to construct the Development in 2 Phases as indicated on the Plans and described herein; and

WHEREAS, Phase 1 will include; site grading & storm water management for entire development, sanitary sewer and water main for Phase 1 & 2; storm sewer and roadways which will include a 12-foot-wide by 12-inch-thick gravel road centered over or adjacent to the Phase 2 sanitary sewer that will have sewage flow prior to the completion of the roadways for Phase 2, for the purpose of providing an access road for Utility vehicles and pedestrian walkway to connect to the easement walkway; 12-foot-wide by 12-inch-thick gravel utility access roadway/pedestrian walkway in connecting utility easement centered over or adjacent to sanitary sewer. In addition to site water main a connection to an existing water main for the purpose of looping the water system will be constructed within a utility easement and west of the railroad tracks with connection to existing water main on Valley Court. The looped water main shall be completed by April 1, 2023. Also, construct all roadway improvements for the western entrance as outlined in Washington County Highway permit for development entrance to Freistadt Road; and

WHEREAS, Phase 2 will include; amended specifications to allow excavated material for utility trench backfill, final grading for roadway, roadway construction and to include construction of roadway improvements for the eastern entrance to Freisatdt Rd as outlined in Washington County Highway permit for development entrances to Freistadt Road. If Phase 2 is not started within 24 months of Phase 1 acceptance (not include 1-year warranty) developer to

construct a paved access road from Phase 1 to easement road/walkway connecting to existing south development.

WHEREAS, Chapter 236 of the Wisconsin Statutes and Chapter 18 of the Germantown Municipal Code provide that, as a condition of approving the Subdivision, the Village Board may require that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the proposed Development, that necessary alterations to existing public utilities be made, and that the Developer provide a financial guarantee guaranteeing that the Developer will make and install, or have made and installed, those improvements within a reasonable time; and further that the acceptance of dedication of these improvements may be conditioned upon the construction of such improvements according to Village specifications and without cost to the Village; and

WHEREAS, the Village seeks to protect the health, safety and general welfare of the Village as a whole and, in particular, property owners who abut the site or are potentially affected by the project through application of the Municipal Code and the rules and regulations of governmental agencies with jurisdiction, and hence is willing to approve the Development provided the Developer proceed with the installation of the improvements in and as may be required for the Development, on the terms and conditions set forth in this Agreement.

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

ARTICLE I - REQUIRED IMPROVEMENTS

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

1.02 SANITARY SEWERAGE SYSTEMS. Developer shall extend and install public sanitary sewer with privately owned lateral stubs extending to the edge of right-of-way to provide wastewater utility service to all lots within the Development. The extension of sanitary sewer shall include connection to the south phase of the development which shall be installed within a 30-foot-wide utility easement and will have a 10-foot-wide HMA pavement on 12 inches by 12 feet of road base installed and centered over the sanitary sewer. Placement of HMA pavement within the easement shall be completed no later than July 1, 2023. The paved utility

easement will provide access to Waste Water & Water Utility maintenance vehicles and a walking path for pedestrians connecting north and south developments. In addition, construction of sanitary sewer shall include developer constructing a 12-foot-wide by 12-inch-thick gravel roadway centered on or adjacent to the sanitary sewer in the sections of Phase 2 sewers that will have sewage flow prior to the completion of roadways for Phase 2 to provide access to easement containing roadway/walking path for the purpose of Utility vehicle and pedestrian access to southern development. The 12-foot-wide gravel roadway/walking path shall be installed with Phase 1.

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

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

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

1.03 WATER SUPPLY FACILITIES. Developer shall extend and install public water main with publicly owned lateral stubs extending to the edge of right-of-way to provide potable water utility service to all lots within the Development. The extension of watermain shall include; connection to the south phase of the development which shall be installed within a 30-foot-wide utility easement and water main on Freistadt Road which shall be in road right-of-way.

In addition, a water main loop will be constructed from an existing water main on Valley Court (west of railroad tracks) in a 20 foot utility easement to the subdivision water main on Daniel Court, which shall be completed by April 1, 2023.

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

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

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

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

1.05 GRADING, STREET SURFACING, CONCRETE CURB AND GUTTER, SIDEWALKS, AND TRAFFIC SIGNS AND STREET SIGNS. Developer shall grade the development's surface and install internal roads having an urban cross section for vehicular access to all lots within the Development. Cul-de-sacs shall be designed to have a minimum 65' radius. Developer shall install permanent barricades at the end of dead-end roadways, and such dead ends shall be designed to accommodate emergency vehicles to the satisfaction of the Fire Chief.

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

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

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. Developer shall furnish a Grading Certification Report to the Village Engineer showing all improvements have been installed at approved elevations and locations prior to occupancy. All grading, street surfacing, concrete curb and gutter, sidewalks, and traffic signs and street signs related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee.

1.06 IMPROVEMENTS TO STREETS ABUTTING SUBDIVISION. Developer shall install two (2) entrance intersections connecting the Subdivision's two (2) internal roads to Freistadt Road, including acceleration lanes, deceleration lanes, and bypass lanes, as outlined in the Washington County Intersection Improvement Permit. The western entrance to be constructed with Phase 1 construction and the eastern entrance to be constructed with Phase 2.

Developer shall design and submit to the Village Engineer for approval all proposed plans, specifications and contract documents for all improvements to streets abutting development before authorization for construction will be given. Design and installation shall

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

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

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

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

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

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

Developer shall monitor and mitigate off-site tracking through use of tracking pads and daily sweeping of streets. In event Developer defaults in keeping the Village streets clear of

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

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

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

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

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

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

submit to the Village Engineer a Storm Water Management Facility Compliance Report and an Engineering/Construction Certification letter before applying for an occupancy permit.

1.09 LANDSCAPING. Developer shall provide permanent landscaping, including topsoil, seeding, trees and other vegetation, of all publicly owned rights of way and privately owned common areas within and abutting the Subdivision. Such landscaping shall generally be consistent with the Landscaping Plans attached hereto as Exhibit D. Developer shall also provide temporary landscaping of privately-owned lots to establish and maintain vegetative cover.

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

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

All landscaping related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee. All landscaping related to the Subdivision in privately owned areas shall be inspected by Community Development Dept. personnel prior to issuing an occupancy permit. Developer of Home Owners Association shall be required to maintain the landscaping installed in the 25' wide landscape easement across Lots nos. 1 & 37 and Outlots No. 2 & 4 in perpetuity. Said landscaping shall be maintained and replaced in kind or with similar plantings if ever removed.

1.10 STREET TREES. Developer shall install or cause to be installed street trees along Freistadt Road and in the internal roadway terraces spaced at one tree per 50 linear feet of street frontage. Except for Freistadt Road, street trees shall be installed on both sides of the roadway.

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

provision is the right of the Village Forester to require document revisions and modifications in the best interests of the Village.

Work-in-right-of-way permits shall be applied for by Developer and secured from the Village Engineering Dept. All street trees related to the Subdivision that will be transferred to the Village shall be inspected by Engineering Dept. and Highway Dept. personnel prior to acceptance by the Public Works & Highway Committee. Trees shall be planted after 80 % of the Lots are occupied and/or prior to the placement of the surface course of Asphalt Pavement or by the direction of the Village Director of Public Works.

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

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

YARD LIGHTS. A requirement that the lot owners install a front yard light that is in conformance with § 18.08(12) of the Municipal Code subject to the approval of the Village Engineer.

1.12 SURVEY MONUMENTS. The Developer shall install survey monuments placed in accordance with Sections 18.02(4)(c) and 18.08(1) of the Municipal Code not later than one year (12 months) after the acceptance of this agreement for Phase 1 and for Phase 2, prior to the transferring of newly created lots for Phase 2.

1.13 RECREATION TRAIL. The Developer shall install an internal recreation trail throughout the Development, which trail will connect with the trail to be constructed on the remaining four lots of the Property when they are developed. These plans shall generally be consistent with the Common Area Landscape Plans described in sec. 1.09. Developer shall, not later than 14 months after the date of this agreement, install a sidewalk or off-road bicycle path along the south side of Freistadt Road as part of an overall future pedestrian path connection to

the west consistent with the Washington County Bike & Pedestrian Plan. Developer shall design the sidewalk or off-road bicycle path and submit to the Zoning Administrator for approval all proposed plans and specifications before authorization for construction will be given.

In lieu of the installation of the Freistadt Road sidewalk or off-road bicycle path, Developer can forward to the Village an amount of Funds (\$50,000.00) which is agreed to by the Village and the Developer and this shall relieve the Developer of the obligation to construct a sidewalk on the southside of Freistadt Road.

1.14 STREET NAME & TRAFFIC SIGNS. The Developer shall design and furnish to the Village plans indicating location and type of street name and traffic control sign. Developer shall be responsible for the costs associated with the installation of these signs.

ARTICLE II - CONSTRUCTION

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

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

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

2.02 BUILDING AND OCCUPANCY PERMITS. No building or occupancy permits shall be issued by the Village for any construction within the Subdivision until all roads, water main, sanitary sewer, storm sewer, and all other improvements required for the Phase of the project currently being completed under this Agreement are installed, inspected by the Village Water Utility, Wastewater Utility, and/or Highway Dept., approved by the Village Engineer, the

Village has received all record-drawings in accordance with 2.05 below, and have been accepted by the Public Works & Highway Committee.

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

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

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

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

2.05 RECORD DRAWING DOCUMENTS. Developer shall, not later than sixty (60) days following Final Acceptance of the public improvements, provide the Village with draft record-drawing documents in digital format using the latest version of AutoCAD and on non-fading, double matte mylar

(4 mil minimum thickness). Drawings shall include both Plan & Profile view. Record drawings shall include all public and private utilities including water main, sanitary sewer, storm sewer, pond outlet structure(s), emergency overflow area, sign plan and street lighting. GPS location of all pertinent items such as but not limited to pipe fittings, valves, hydrants, laterals, manholes, inlets, outfalls, street lighting (public) and traffic signs. Reproducible copies of all final plans supplied by Developer to the Village pursuant to Sec. 18.09(3) of the Municipal Code shall include record-drawing information for all public and private improvements. All record-drawing measurements shall include horizontal and vertical location referenced to the Village coordinate system (Wisconsin State Plane Coordinate System, South Zone, based on North American Datum of 1927 (NAD 27). If Developer is unable to furnish the location and digital files as required, the Village Engineer shall complete the record-drawing plans with costs charged back to Developer. Each original or copy shall be certified by Developer's engineer and/or architect, in accordance with requirements of applicable Village Code.

ARTICLE III - DEDICATION AND ACCEPTANCE

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

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

Any public roads to be installed shall not be accepted until a geologic compaction test is completed at regular intervals along the subgrade that shows compaction satisfactory to the Village Engineer and the final lift of asphalt has been installed. Upon completion of the public roads and acceptance of the system by the Village Public Works & Highway Committee, ownership and control shall be turned over without reservation to the Village.

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

the one-year warranty period provided for and in accordance with Section 7.01 of this Agreement.

ARTICLE IV - PAYMENT OF FEES

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

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

Water:	(\$832.00/Res. Unit)
Parks:	(\$736.00/Res. Unit)
Fire:	(\$171.00/Res. Unit)
Police:	(\$148.00/Res. Unit)
Library:	(\$281.00/Res. Unit)
Sewer Connection Fee:	(\$4,328.00/Res. Unit)

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

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

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

The fee may be recomputed, upon demand of the Village Engineer or the Developer, after completion of improvement construction in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the Village Engineer.

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

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

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

4.07 STREET SIGN FEE. The Developer shall pay to the Village Treasurer the cost of materials and installation of street signs by the Village, pursuant to Sec. 18.08(13) of the Municipal Code.

ARTICLE V - SPECIAL PROVISIONS

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

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

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

5.04 PHASES. Developer has represented that it will construct the public sanitary sewer and water main improvements for this project in one phase and the road improvements and other ancillary improvements in two phases. 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 ASSOCIATION TO OWN OPEN SPACE. Developer has purchased the property identified as Lots 3 and 4 of Certified Survey Map No. _____. Lot 3 of such Certified Survey Map is to remain as open space and will be conveyed to an owner's association established by Developer. The purpose of this owner's association will be to maintain as passive recreational use this greenspace. Limited trails and improvements are contemplated. The association shall be established in conjunction with the development of Lots 3 and 4.

5.06 16.5' EXISTING RIGHT-OF-WAY. The existing 16.5' right-of-way along the eastern property line of Lot #4 and the western property line of Susan Bernhard will be dedicated to the Village of Germantown for the purpose of road right-of-way with the Final Plat for Phase #2 of the Wrenwood-north Development.

ARTICLE VI - FINANCIAL GUARANTY

6.01 AMOUNT. Developer shall deposit with the Village a financial guarantee (the "Financial Guarantee", which may be in the form of either a Letter of Credit or a Performance Bond at the option of the Developer), which shall assure the faithful performance of Developer's obligations under this Agreement as itemized in Exhibit C attached hereto and incorporated herein by reference. The Village may in its sole discretion following Developer's request and acceptance by the Village Public Works & Highway Committee of some but not all of the improvements constructed as part of this Agreement, reduce the deposit or letter of credit to the

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

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

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

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

6.05 REMEDIES. At the option of the Village, a material breach of this Agreement shall result in the Village having the right to revoke any and all occupancy or use permits, or to rescind any zoning granted in consideration of the proposed project. Compliance with this contract shall be deemed a condition of any such zoning, which shall revert to the original zoning

classification upon action of the Village Board under authority of this provision. As an alternative thereto, and at the option of the Village the Village may impose a liquidated damage penalty in the amount of \$500.00 per diem as until such time as there shall be compliance. In addition, the Village shall have the right to remedy such breach at its expense and assess the cost thereof against the subject property. All remedies as stated herein shall be deemed alternative remedies, and cumulative as and to such other remedies in law or equity as the Village may assert and herein reserves.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

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

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

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

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

Bodily Injury

\$1,000,000 Per Person

\$1,000,000 Per Occurrence
\$1,000,000 Aggregate

Property Damage \$500,000 Per Occurrence
\$500,000 Aggregate

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

Bodily Injury \$1,000,000 Per Person
\$1,000,000 Per Occurrence

Property Damage \$500,000 Per Occurrence

- (3) Fire and extended coverage which shall insure against losses and damage to completed work, materials or equipment until the same has been accepted by the Village.
- (4) Unemployment and Workers' Compensation insurance which is in strict compliance with state laws.

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

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

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

- (1) the Village shall provide Developer notice of the losses, damages, costs, expenses, liabilities, obligations, claims or suits (including, without limitation, reasonable attorney's fees, punitive damages, fines, penalties, and consequential damages) as and when reasonably apprehended. Notwithstanding anything to the contrary contained herein, the Village's failure to timely notify Developer shall not prevent or in any way impair recovery by the Village unless Developer is materially prejudiced as a result of such failure;
- (2) subject to paragraphs (3) through (6) below, Developer diligently, at its own expense, shall control and shall be responsible for the defense, negotiation and/or settlement of the Claim, including the diligent performance of any remediation associated therewith;
- (3) the Village may at its own expense hire counsel or consultants to monitor the Claim;
- (4) Developer shall not, without the prior written consent of the Village, which consent shall not be unreasonably delayed, withheld or conditioned, settle any Claim;
- (5) Developer shall lose its right to defend, negotiate and settle any Claim if, in the reasonable judgment of the Village, it fails to diligently defend, negotiate or settle such Claim. In the event that Developer has lost its right to defend, negotiate or settle any Claim: (i) the Village shall have the right, without prejudice to its right of indemnification hereunder, at Developer's cost and expense, to defend, negotiate and settle any Claim, and (ii) Developer shall pay such reasonable costs and expenses incurred by the Village within twenty (20) days of receipt of written notice from the Village;
- (6) If Developer does not timely assume responsibility for any Claim, the Village shall have the right, without prejudice to its right of indemnification hereunder, at the sole cost and expense of Developer, to assume control of the defense, negotiation and/or settlement of the Claim, and may engage counsel or other agents, consultants, and contractors to contest, defend, settle or otherwise dispose of such Claim, including, without limitation, hiring any environmental consultant or contractor to perform any remediation necessary to address the Property or the toxic or hazardous materials or substances at the Property.

ARTICLE VIII - TIME OF COMPLETION

8.01 COMPLETION DATE. The work required by this Agreement for Phase 1 shall be completed by Developer not later than one (1) year after acceptance of this Agreement by the Village Board. The work required by this Agreement for Phase 2 shall be completed by Developer not later than twenty-four (24) months after acceptance of the Phase 1 work (not including the guarantee period).

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

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

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

ARTICLE IX - GENERAL PROVISIONS

9.01 PLATTING REGULATIONS. All provisions of the Village's subdivision and platting code as set forth in Chapter 18 of the Municipal Code of the Village which are not inconsistent with or in conflict with any of the provisions of this Agreement are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein. This Agreement shall be performed and carried out in strict compliance with and subject to the provisions of Chapter 18.

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

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

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

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

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

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

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

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

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

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

- (3) **LANDSCAPING.** A requirement that each individual lot owner is responsible for installing the minimum landscaping required under § 17.43(5) of the Municipal Code.
- (5) **OWNER RESPONSIBILITY.** A requirement that a Homeowner's Association is created comprised of all lot owners for purposes of assuming the perpetual maintenance of all privately owned storm water management basins, storm sewer, ditches, and swales required under Section 1.08 above, and, other privately owned improvements including the monument entrance sign(s) and commonly owned outlots and open spaces.
- (6) **ENVIRONMENTAL.** A requirement that the wetland and Primary Environmental Corridor (PEC) depicted on the subdivision plat is to be preserved and protected from development and any uses or activities that would damage or destroy the natural resource features, wildlife and associated habitat therein, including but not limited to, the unnecessary removal of trees or other vegetation, the use of motorized vehicles, recreational hunting, etc.
- (7) **VILLAGE REMEDIES.** The Village shall have the right to remedy deficiencies under the preceding paragraphs, the right to charge Developer for costs incurred and the right to enforce collection of such amounts in accordance with § 66.0627 of the Wisconsin Statutes.

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

ARTICLE X - NON-ASSIGNMENT

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

IN WITNESS WHEREOF, Developer and the Village have caused this Agreement to be signed in duplicate originals as of the day and year first written above.

WRENWOOD, LLC

By: Neumann Developments, Inc, its Sole Member

By: _____
Steve DeCleene, President

STATE OF WISCONSIN)
) SS
 COUNTY)

Personally, came before me this ____ day of _____, 2022, the above-named, Steve DeCleene, President of Neumann Developments, Inc, to me known to be the person who executed the foregoing instrument and to me known to be such Sole Member of Wrenwood, LLC, and acknowledged that he executed the foregoing instrument in such capacity.

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

VILLAGE OF GERMANTOWN:

By _____
Dean Wolter, Village President

By _____
Deanna Braunschweig, Village Clerk

Per Village Board Approval: Dated _____

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this ____ day of _____, 2022, the above-named, Dean M. Wolter, Village President, and Deanna Braunschweig, Village Clerk, to me known to be the persons who executed the foregoing instrument and to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

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

Approved as to form:

Brian C. Sajdak, Village Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Being more particularly described as follows:

DRAFT

EXHIBIT B

PROPOSED CSM FOR PROPERTY

DRAFT

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

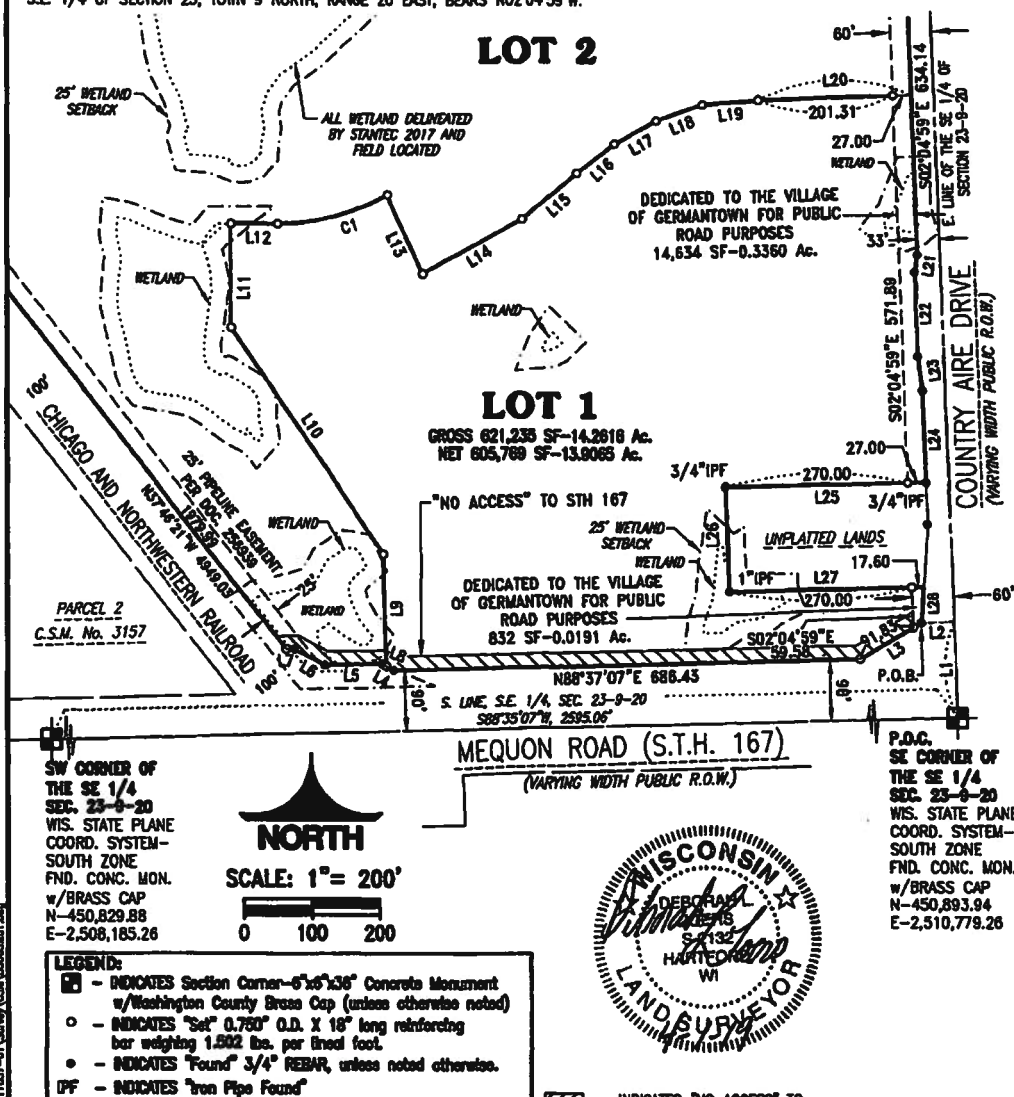
PREPARED BY:
TRIO ENGINEERING, LLC
12860 W. NORTH AVE., BLD. D
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

OWNERS:
BRISCOE DEVELOPMENT & MANAGEMENT, INC
250 S. EXECUTIVE DR. STE 301
BROOKFIELD, WI 53005
PHONE: 262-821-0472

DEVELOPERS GROUP, LLC
250 S. EXECUTIVE DR. STE 301
BROOKFIELD, WI 53005

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE EAST LINE OF THE S.E. 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, BEARS N02°04'59"W.

Document # 1411674
WASHINGTON COUNTY WISCONSIN
05-14-2019 12:44 PM
Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: \$30.00
Fee Exempt: 2R
Pages: 10



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CSN 6890 Vol 53 Pg 193

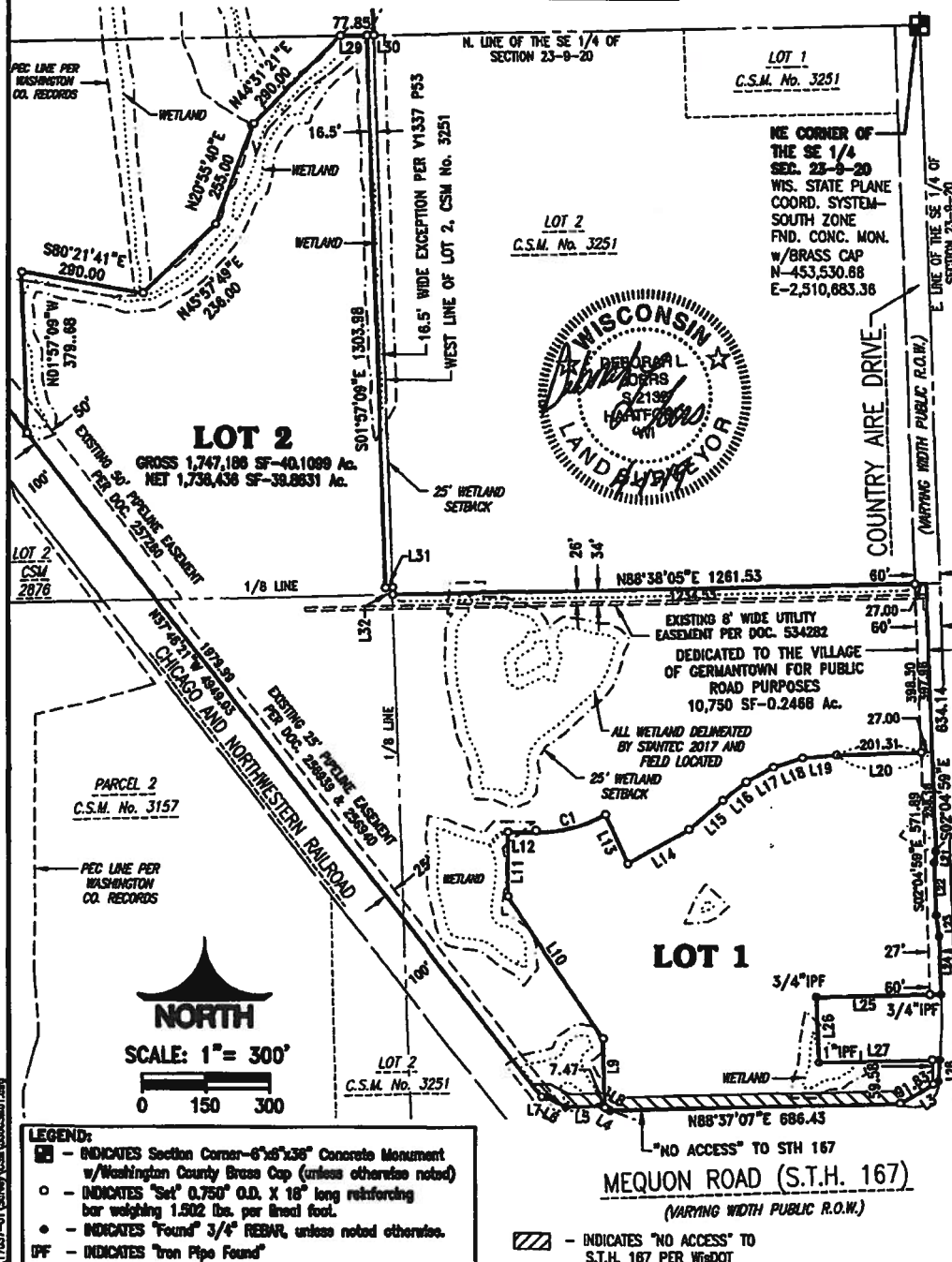
**DRAFTED THIS 1ST DAY OF APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132**

S.T.H. 167 PER WisDOT JOB NO. 17-037-953-01
SHEET 1 OF 10

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

LOT 2 DETAIL SHEET



DRAFTED THIS 1ST DAY OF APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 17-037-953-01
SHEET 2 OF 10

CSM 6890 Y0153 Pg 194

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

[illegible]

CSN 6890 Vol 53 Pg 195



SCALE: 1" = 300'



LEGEND:

- - INDICATES Section Corner-6"X136" Concrete Monument w/Washington County Brass Cap (unless otherwise noted)
- - INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1,502 lbs. per lined foot.
- - INDICATES "Found" 3/4" REBAR, unless noted otherwise.
- PF - INDICATES "Iron Pipe Found"



**DRAFTED THIS 1ST DAY OF APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132**

JOB NO. 17-037-953-01
SHEET 3 OF 10

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BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

DEDICATED TO WASHINGTON COUNTY
FOR PUBLIC ROAD PURPOSES
1911 SF-0.0439 Ac.

LOT 4
GROSS 2,737,579 SF—82.8482 Ac.
NET 2,735,688 SF—82.8023 Ac.

LOT 3
GROSS 2,737,579 SF—82.8482 Ac.
NET 2,735,688 SF—82.8023 Ac.

LOT 5
GROSS 2,737,579 SF—82.8482 Ac.
NET 2,735,688 SF—82.8023 Ac.

CHICAGO AND NORTHWESTERN RAILROAD

BROWNSTONE SUBDIVISION

GREEN MEADOWS SUBDIVISION

WETLAND

UNPLATTED LANDS

PEC LINE PER WASHINGTON COUNTY RECORDS

NE CORNER OF NW 1/4 SEC. 23-9-20
WIS. STATE PLANE COORD. SYSTEM—SOUTH ZONE
FND. CONC. MON. w/BRASS CAP
N—456,110.64
E—2,508,005.48

CENTER OF SEC. 23-9-20
FND. 3"x48" IRON PIPE w/WASH. CO. CAP GROUTED IN PLACE

LOT 2
C.S.M. No. 4986

LOT 1
C.S.M. No. 228

LOT 6
C.S.M. No. 229

LOT 7
C.S.M. No. 230

LOT 8
C.S.M. No. 231

LOT 9
C.S.M. No. 232

LOT 10
C.S.M. No. 233

LOT 11
C.S.M. No. 234

LOT 12
C.S.M. No. 235

LOT 13
C.S.M. No. 236

LOT 14
C.S.M. No. 237

LOT 15
C.S.M. No. 238

LOT 16
C.S.M. No. 239

LOT 17
C.S.M. No. 240

LOT 18
C.S.M. No. 241

LOT 19
C.S.M. No. 242

LOT 20
C.S.M. No. 243

LOT 21
C.S.M. No. 244

LOT 22
C.S.M. No. 245

LOT 23
C.S.M. No. 246

LOT 24
C.S.M. No. 247

LOT 25
C.S.M. No. 248

LOT 26
C.S.M. No. 249

LOT 27
C.S.M. No. 250

LOT 28
C.S.M. No. 251

LOT 29
C.S.M. No. 252

LOT 30
C.S.M. No. 253

LOT 31
C.S.M. No. 254

LOT 32
C.S.M. No. 255

LOT 33
C.S.M. No. 256

LOT 34
C.S.M. No. 257

LOT 35
C.S.M. No. 258

LOT 36
C.S.M. No. 259

LOT 37
C.S.M. No. 260

LOT 38
C.S.M. No. 261

LOT 39
C.S.M. No. 262

LOT 40
C.S.M. No. 263

LOT 41
C.S.M. No. 264

LOT 42
C.S.M. No. 265

LOT 43
C.S.M. No. 266

LOT 44
C.S.M. No. 267

LOT 45
C.S.M. No. 268

LOT 46
C.S.M. No. 269

LOT 47
C.S.M. No. 270

LOT 48
C.S.M. No. 271

LOT 49
C.S.M. No. 272

LOT 50
C.S.M. No. 273

LOT 51
C.S.M. No. 274

LOT 52
C.S.M. No. 275

LOT 53
C.S.M. No. 276

LOT 54
C.S.M. No. 277

LOT 55
C.S.M. No. 278

LOT 56
C.S.M. No. 279

LOT 57
C.S.M. No. 280

LOT 58
C.S.M. No. 281

LOT 59
C.S.M. No. 282

LOT 60
C.S.M. No. 283

LOT 61
C.S.M. No. 284

LOT 62
C.S.M. No. 285

LOT 63
C.S.M. No. 286

LOT 64
C.S.M. No. 287

LOT 65
C.S.M. No. 288

LOT 66
C.S.M. No. 289

LOT 67
C.S.M. No. 290

LOT 68
C.S.M. No. 291

LOT 69
C.S.M. No. 292

LOT 70
C.S.M. No. 293

LOT 71
C.S.M. No. 294

LOT 72
C.S.M. No. 295

LOT 73
C.S.M. No. 296

LOT 74
C.S.M. No. 297

LOT 75
C.S.M. No. 298

LOT 76
C.S.M. No. 299

LOT 77
C.S.M. No. 300

LOT 78
C.S.M. No. 301

LOT 79
C.S.M. No. 302

LOT 80
C.S.M. No. 303

LOT 81
C.S.M. No. 304

LOT 82
C.S.M. No. 305

LOT 83
C.S.M. No. 306

LOT 84
C.S.M. No. 307

LOT 85
C.S.M. No. 308

LOT 86
C.S.M. No. 309

LOT 87
C.S.M. No. 310

LOT 88
C.S.M. No. 311

LOT 89
C.S.M. No. 312

LOT 90
C.S.M. No. 313

LOT 91
C.S.M. No. 314

LOT 92
C.S.M. No. 315

LOT 93
C.S.M. No. 316

LOT 94
C.S.M. No. 317

LOT 95
C.S.M. No. 318

LOT 96
C.S.M. No. 319

LOT 97
C.S.M. No. 320

LOT 98
C.S.M. No. 321

LOT 99
C.S.M. No. 322

LOT 100
C.S.M. No. 323

LOT 101
C.S.M. No. 324

LOT 102
C.S.M. No. 325

LOT 103
C.S.M. No. 326

LOT 104
C.S.M. No. 327

LOT 105
C.S.M. No. 328

LOT 106
C.S.M. No. 329

LOT 107
C.S.M. No. 330

LOT 108
C.S.M. No. 331

LOT 109
C.S.M. No. 332

LOT 110
C.S.M. No. 333

LOT 111
C.S.M. No. 334

LOT 112
C.S.M. No. 335

LOT 113
C.S.M. No. 336

LOT 114
C.S.M. No. 337

LOT 115
C.S.M. No. 338

LOT 116
C.S.M. No. 339

LOT 117
C.S.M. No. 340

LOT 118
C.S.M. No. 341

LOT 119
C.S.M. No. 342

LOT 120
C.S.M. No. 343

LOT 121
C.S.M. No. 344

LOT 122
C.S.M. No. 345

LOT 123
C.S.M. No. 346

LOT 124
C.S.M. No. 347

LOT 125
C.S.M. No. 348

LOT 126
C.S.M. No. 349

LOT 127
C.S.M. No. 350

LOT 128
C.S.M. No. 351

LOT 129
C.S.M. No. 352

LOT 130
C.S.M. No. 353

LOT 131
C.S.M. No. 354

LOT 132
C.S

SM 6890 Vol 53 Pg 196



SCALE: 1" = 400'



LEGEND:

- - INDICATES Section Corner-6"x6"x36" Concrete Monument w/Washington County Brass Cap (unless otherwise noted)
- - INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1.502 lbs. per lined foot.
- - INDICATES "Found" 3/4" REBAR, unless noted otherwise.
- PF - INDICATES "Iron Pipe Found"



**DRAFTED THIS 1ST DAY OF APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132**

JOB NO. 17-037-953-01
SHEET 4 OF 10

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

LINE TABLE:

Line #	BEARING	LENGTH
L1	N02°04'59"W	142.05'
L2	S87°55'01"W	47.65'
L3	S59°29'11"W	105.87'
L4	N61°44'25"W	20.20'
L5	S88°35'07"W	85.00'
L6	N61°44'25"W	50.50'
L7	S88°35'07"W	11.75'
L8	N81°44'25"W	12.73'
L9	N01°24'57"W	166.80'
L10	N33°52'26"W	401.05'
L11	N00°02'23"W	152.71'
L12	N89°57'37"E	68.21'
L13	S24°11'31"E	126.71'
L14	N81°03'41"E	165.79'
L15	N49°52'44"E	105.52'
L16	N52°16'45"E	70.83'
L17	N60°29'54"E	71.29'
L18	N70°57'00"E	71.62'
L19	N85°15'25"E	81.33'
L20	N87°55'05"E	228.31'

LINE TABLE:

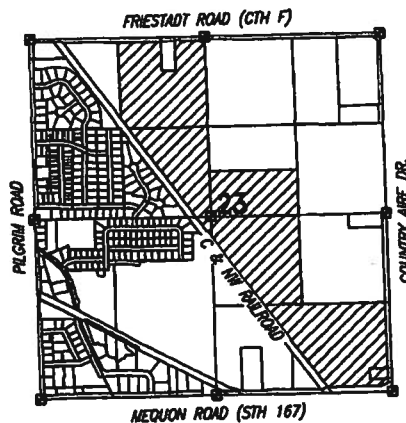
Line #	BEARING	LENGTH
L21	S09°13'37"W	25.50'
L22	S02°04'59"E	125.00'
L23	S07°47'37"E	50.25'
L24	S02°04'59"E	136.08'
L25	S88°42'01"W	297.00'
L26	S02°04'59"E	155.00'
L27	N88°42'01"E	287.60'
L28	S03°37'21"W	52.91'

LINE TABLE:

Line #	BEARING	LENGTH
L29	N88°41'04"E	61.35'
L30	S88°41'04"W	16.50'
L31	N88°38'05"E	16.50'
L32	S01°57'09"E	16.50'
L33	N88°33'13"E	86.68'
L34	S01°26'47"E	22.00'

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	330.00	29°22'05"	169.15	167.30	N75°16'34.5"E	N89°57'37"E	N60°35'32"E



LOCALITY MAP:

SECTION 23,
T. 9 N., R. 20 E.
SCALE: 1"=2000'



CSM 6890 Vol 53 Pg 197

DRAFTED THIS 1ST DAY OF APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 17-037-853-01
SHEET 5 OF 10

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)



I, Deborah L. Joers, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4 and the East Half of the Northwest 1/4 of Section 23, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of said Southeast 1/4 of said Section 23; Thence North 02°04'59" West along the East line of said Southeast 1/4 Section, 142.05 feet; Thence South 87°55'01" West, 47.65 feet to a point at the intersection of the West Right-of-Way line of "Country Aire Drive" and the North Right-of-Way Line of "Mequon Road" (S.T.H. "167") which is the place of beginning of lands hereinafter described;

Thence South 59°29'11" West along said North Right-of-Way line, 105.87 feet to a point; Thence South 88°35'07" West along said North Right-of-Way line, 686.43 feet to a point; Thence North 61°44'25" West along said North Right-of-Way line, 20.20 feet to a point; Thence South 88°35'07" West along said North Right-of-Way line, 85.00 feet to a point; Thence North 61°44'25" West along said North Right-of-Way line, 50.50 feet to a point; Thence South 88°35'07" West along said North Right-of-Way line, 11.75 feet to a point on the East Right-of-Way line of "Chicago and Northwestern Railroad"; Thence North 37°46'21" West along said East Right-of-Way line, 4949.03 feet to the Southeast corner of Lot 2, Certified Survey Map No. 4986; Thence North 02°09'06" West along the East line of said Lot 2, 1117.92 feet to a point on the South Right-of-Way line of "Friestadt Road" (C.T.H. "F"); Thence North 88°33'13" East along said South Right-of-Way line, 641.23 feet to a point on the West line of Certified Survey Map No. 228; Thence South 01°26'47" East along said West line, 430.60 feet to the Southwest corner of said Certified Survey Map No. 228; Thence North 88°33'13" East along the South line of said Certified Survey Map No. 228, 200.00 feet to the Southeast corner of said Certified Survey Map No. 228; Thence North 01°26'47" West along the East line of said Certified Survey Map No. 228, 452.60 feet to the South Right-of-Way line of "Friestadt Road" (C.T.H. "F"); Thence North 88°33'13" East along said South Right-of-Way line, 86.88 feet to a point; Thence South 01°26'47" East along said South Right-of-Way line, 22.00 feet to a point; Thence North 88°33'13" East along said South Right-of-Way line, 362.83 feet to a point on the East line of the Northwest 1/4 of said Section 23; Thence South 02°04'40" East along said East line, 1925.95 feet to a point on the North line of the South Half of the Southwest 1/4 of the Northeast 1/4 of said Section 23; Thence North 88°38'48" East along said North line, 1291.47 feet to the East line of the South Half of the Southwest 1/4 of the Northeast 1/4 of said Section 23; Thence South 02°04'59" East along said East line, 661.17 feet to a point on the North line of the Southeast 1/4 of said Section 23; Thence South 88°41'04" West along said North line, 16.50 feet to a point; Thence South 01°57'09" East parallel with the East line of the Northwest 1/4 of the Southeast 1/4, 1303.98 feet to a point; Thence North 88°38'05" East, 16.50 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4; Thence South 01°57'09" East along said East line, 16.50 feet to the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 23; Thence North 88°38'05" East along said North line, 1261.53 feet to a point on the West Right-of-Way line of "County Aire Drive"; Thence South 02°04'59" East along said West Right-of-Way line, 634.14 feet to a point; Thence South 09°13'37" West along said West Right-of-Way line, 25.50 feet to a point; Thence South 02°04'59" East along said West Right-of-Way line, 125.00 feet to a point; Thence South 07°47'37" East along said West Right-of-Way line, 50.25 feet to a point; Thence South 02°04'59" East along said West Right-of-Way line, 136.08 feet to a point; Thence South 88°42'01" West, 297.00 feet to a point; Thence South 02°04'59" East, 155.00 feet to a point; Thence North 88°42'01" East, 287.60 feet to a point on the West Right-of-Way line of "County Aire Drive"; Thence South 03°37'21" West along said West Right-of-Way line, 52.91 feet to the point of beginning of this description.

Said Parcel contains GROSS 6,307,951 Square Feet (or 144.8106 Acres) of land, more or less inclusive of Right-of-Way, and NET 6,279,825 Square Feet (or 144.1649 Acres) of land, more or less exclusive of Right-of-Way.

Drafted this 1st Day of APRIL, 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

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Job. No. 17-037-953-01

SHEET 6 OF 10

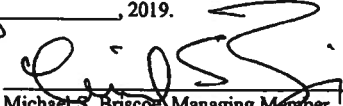
CSM 6890 Vol 53 Pg 198

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

DEVELOPERS GROUP, LLC, a Corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, we hereby dedicate that part of Country Aire Drive to the Village of Germantown for public road purposes as represented on Sheet 1 of 9 of this Certified Survey Map and hereby dedicate that part of Friestadt Road (C.T.H. "F") to Washington County for public road purposes as represented on Sheet 4 of 9 of this Certified Survey Map and do hereby certify that said Corporation caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the ordinances of the Village of Germantown, this 7th day of May, 2019.


Michael S. Briscoe, Managing Member

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally came before me this 7th day of May, 2019, Michael S. Briscoe, Managing Member of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be the Representative of said Corporation, and acknowledged that he executed the foregoing instrument as such member as the deed of said Corporation, by its authority.


Print Name: Eileen R. Stefanski
Notary Public, Waukesha County, WI
My commission expires: March 22, 2023



Drafted this 1st Day of APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 17-037-953-01
SHEET 8 OF 10

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CSM 6890 Vol 53 Pg 200

CERTIFIED SURVEY MAP NO.

BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL:

This Certified Survey Map is hereby approved by the Planning Commission of the Village of Germantown on this 8th day of April, 2019.

Dean Wolter
Dean Wolter, Chairman

Lori Johnson
Lori Johnson, Secretary

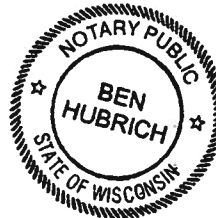
5-13-19
Date:

5-14-19
Date:

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally came before me this 13 day of May, 2019, the above named Dean Wolter, and the above named Lori Johnson, to me known to be the persons who represent the Planning Commission for the Village of Germantown, by their authority.

Ben Hubrich
Print Name: Ben Hubrich
Notary Public, Washington County, WI
My commission expires: 5/05/2021



Drafted this 1st Day of APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 17-037-953-01
SHEET 9 OF 10

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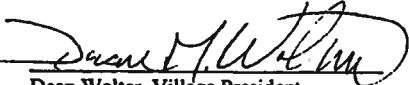
CSN 6890 Vol 53 Pg 201

CERTIFIED SURVEY MAP NO.

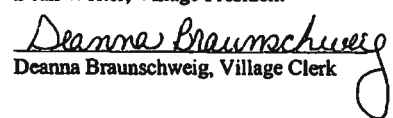
BEING A PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION 23, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

VILLAGE OF GERMANTOWN BOARD APPROVAL:

This Certified Survey Map, being a part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4 and the East Half of the Northwest 1/4 of Section 23, Town 9 North, Range 20 East, in the 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 Country Aire Drive for public road purposes as shown on Sheet 1 of 8 is hereby accepted by the Village Board of Trustees of the Village of Germantown on this 15 day of April, 2019.


Dean Wolter, Village President

5-13-19
Date:

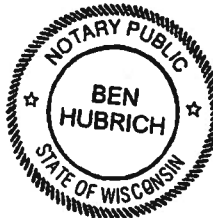

Deanna Braunschweig, Village Clerk

5-13-19
Date:

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

Personally came before me this 13 day of May, 2019, the above named Dean Wolter, and the above named Deanna Braunschweig, to me known to be the persons who represent the Village Board for Germantown, by their authority.

Print Name: Ben Hubrich
Notary Public, Washington County, WI
My commission expires: 5/25/2021



Drafted this 1st Day of APRIL, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132
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Job. No. 17-037-953-01
SHEET 10 OF 10

CSM 6890 Vol 153 Pg 202

EXHIBIT C

FINANCIALS

DRAFT

DRAFT

EXHIBIT "C"
WRENWOOD-north SUBDIVISION

DRAFT

Residential Single Family Subdivision

Phase # 1 (46 Lots)-- Sanitary, Water, Storm & Roads (include off-site water main)

Phase # 2 (49 Lots)-- Sanitary Sewer & Water Main

ITEM DESCRIPTION	BASIS	ESTIMATED AMOUNT	COMPLETED AMOUNT	REMAINING AMOUNT	COMMENTS
Survey Monuments	1.02	\$500.00		\$500.00	
Site & Pond Grading	1.03 & 1.11	\$373,170.00	\$273,170.00	\$100,000.00	finish site grading & turf
Gravel Base and Asphalt Binder Coarse__Phase #1	1.05	\$299,540.00	\$299,540.00	\$0.00	
Gravel Base and Asphalt Binder Coarse__Phase #2	1.05	\$250,000.00	\$0.00	\$250,000.00	estimated
Curb & Gutter__Phase #1	1.05	\$86,660.00	\$86,660.00	\$0.00	
Curb & Gutter__Phase #2	1.05	\$65,000.00	\$0.00	\$65,000.00	estimated
Asphalt Surface Coarse__Pase #1	1.05	\$89,100.00	\$89,100.00	\$0.00	
Asphalt Surface Coarse__Pase #2	1.05	\$80,000.00	\$0.00	\$80,000.00	estimated
CTH F Intersection Improvements at Grace Dr.(Ph2)	1.05	\$35,000.00	\$0.00	\$35,000.00	estimated
Storm Water System & Ponds__Phase # 1	1.12	\$229,319.00	\$200,000.00	\$29,319.00	
Storm Water System & Ponds__Phase # 2	1.12	\$0.00	\$0.00	\$0.00	estimated
Walk Path (granular base course & Asphalt pave)	1.05	\$50,000.00	\$0.00	\$50,000.00	estimated/ on Freistadt Rd.
Sanitary Sewer System__Phase #1	1.02	\$1,184,581.00	\$1,134,581.00	\$50,000.00	
Sanitary Sewer System__Phase #2	1.02	\$315,419.00	\$265,419.00	\$50,000.00	EST FOR PHASE #2//finish manholes
Water System__Phase #1	1.03	\$728,332.00	\$728,332.00	\$0.00	
Water System__Phase #2	1.03	\$300,000.00	\$225,000.00	\$75,000.00	EST FOR PHASE 2 / Laterals
Off-Site Water System__WaterMain Loop	1.03	\$308,000.00		\$308,000.00	TO COMPLETE IN 2023
Street Lights__Phase #1	1.11	\$30,000.00		\$30,000.00	
Street Lights__Phase #2	1.11	\$15,000.00		\$15,000.00	estimated
Street Signs__Phase #1	1.05	\$2,000.00		\$2,000.00	
Street Signs__Phase #2	1.05	\$1,500.00		\$1,500.00	estimated
Street Trees__Phase #1 ---Ph 1-117 trees-\$40,950	1.1	\$68,950.00		\$68,950.00	
Street Trees__Phase #2-80---\$28,000	1.1	\$28,000.00		\$28,000.00	estimated
Interim Storm Inlets__Phase #1	1.12	\$12,500.00	\$12,500.00		
Interim Storm Inlets__Phase #2	1.12	\$12,500.00		\$12,500.00	estimated
SUB-TOTAL__PHASE #1		\$3,462,652.00	\$2,823,883.00	\$713,769.00	
SUB-TOTAL__PHASE #2		\$1,102,419.00	\$490,419.00	\$537,000.00	
TOTAL PH #1 & PH #2		\$4,565,071.00	\$3,314,302.00	\$1,250,769.00	\$1,250,769.00

DATA Conversion Fee (record drawings)	4.03	\$1,000.00 *			
Improvement Review Fee:	4.03	\$50,264.88 *			
Professional Fee (Attorney)	4.05	\$500.00 *			
Inspection Fee Estimate (Actual based on construction time)	4.05	\$150,000.00 *		\$10,000.00	to be escrowed when PH 2 starts
SUB-TOTAL		\$201,764.88			

PHASE #1

IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE

Sanitary Sewer (46 REC @ \$4,469.00 / REC)	4.02	\$205,574.00 **
Water (46 REC @ \$832 / REC)	4.02	\$38,272.00 **
Fire (46 REC @ \$171.00 / REC)	4.02	\$7,866.00 **
Police (46 REC @ \$148.00 / REC)	4.02	\$6,808.00 **

Park & Recreation (46 REC @ \$736.00 / REC)	4.02	\$33,856.00 **
Library (46 REC @ \$281.00 / REC)	4.02	\$12,926.00 **

SUB-TOTAL **\$305,302.00**

TOTAL (Letter of Credit Amount) Phase #1 & #2 **\$1,250,769.00**

* Amount to be Paid at Time of Signing of Development Agreement **\$201,764.88**

** Amount to be Paid at Time of Building Permit Issuance **\$305,302.00**

PHASE #2

IMPACT & CONNECTION FEE'S TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE

Sanitary Sewer (49 REC @ \$4,469.00 / REC)	4.02	\$218,981.00 **
Water (49 REC @ \$832 / REC)	4.02	\$40,768.00 **
Fire (49 REC @ \$171.00 / REC)	4.02	\$8,379.00 **
Police (49 REC @ \$148.00 / REC)	4.02	\$7,252.00 **
Park & Recreation (49 REC @ \$736.00 / REC)	4.02	\$36,064.00 **
Library (49 REC @ \$281.00 / REC)	4.02	\$13,769.00 **

SUB-TOTAL **\$325,213.00**

** Amount to be Paid at Time of Building Permit Issuance **\$325,213.00**

EXHIBIT D

LANDSCAPE PLAN

DRAFT

EXHIBIT E

LABOR & EQUIPMENT RATES

DRAFT

LABOR RATES -- 2022

VILLAGE OF GERMANTOWN

POSITION DESCRIPTION	Annual Hourly Rates		
	2020	2021	2021
Director of Public Works	\$80.50	\$82.51	\$85.40
Village Engineer	\$67.83	\$69.53	\$71.96
Project Engineer	\$58.42	\$58.88	\$60.94
Engineer Tech III / Land Surveyor	\$51.25	\$52.53	\$54.37
Land Surveyor/Survey Crew w/Robot	\$145.02	\$148.65	\$153.85
Highway Superintendent	\$58.07	\$59.52	\$61.60
Zoning Administrator/Planner	\$65.98	\$67.63	\$70.00
Civil Engineer	\$43.25	\$44.33	\$45.88
Record Drawing Documentation Preparation	\$51.44	\$52.73	\$54.58
Construction Inspection	\$51.44	\$52.73	\$54.58
Highway Maintenance Worker II	\$48.72	\$49.94	\$51.69
Highway Operators (Traffic Signals)	\$56.57	\$57.98	\$60.01
Water Superintendent	\$58.07	\$59.52	\$61.60
Waste Water Superintendent	\$58.07	\$59.53	\$61.61
Utility Operator	\$49.99	\$51.24	\$53.03
Clerical	\$39.41	\$40.40	\$41.81

NOTE: 2022 rates reflect a 3.5% increase due to the 2021 wages and health insurance.

EQUIPMENT RATES -- 2022

VILLAGE OF GERMANTOWN

EQUIPMENT DESCRIPTION	Annual Hourly Rates		
	2020	2021	2022
Cruz-Air	\$72.11	\$74.27	\$76.50
Case Backhoe & Loader	\$42.57	\$43.85	\$45.17
Michigan Loader	\$54.40	\$56.03	\$57.71
Case/John Deer Loader/Snow Plow	\$92.24	\$95.01	\$97.86
Case/John Deer Loader/Snow Blower	\$125.34	\$129.10	\$132.97
Single Axle Dump Truck (5yd)	\$39.02	\$40.19	\$41.40
Single Axle Dump Truck w/Plow/Aux. Wing/Sander (5 yd)	\$62.67	\$64.55	\$66.49
Tandem Axle Dump Truck	\$52.03	\$53.59	\$55.20
Tandem Axle Dump Truck w/Plow/Aux. Wing/Sander	\$76.86	\$79.17	\$81.55
Quad Axle Dump Truck	\$90.18	\$92.89	\$95.68
1-Ton Patrol Truck (2-3 yd)	\$29.57	\$30.46	\$31.37
1-Ton Truck w/Plow	\$36.66	\$37.76	\$38.89
Truck w/Water Jetter w/Aux. Power Unit	\$59.12	\$60.89	\$62.72
Aerial Lift Truck	\$73.32	\$75.52	\$77.79
3500- Truck w/ Utility Box & Crane	\$65.00	\$65.00	\$65.00
Pickup Truck	\$23.06	\$23.75	\$24.46
Pickup Truck w/Plow	\$33.11	\$34.10	\$35.12
Self Propelled Vibrating Roller	\$44.93	\$46.28	\$47.67
Self Propelled Non-Vibratory Roller	\$41.38	\$42.62	\$43.90
185 cfm Air Compressor (Portable)	\$33.11	\$34.10	\$35.12
Street Sweeper 40 Hp w/Front Mounted Broom	\$43.75	\$45.06	\$46.41
Vacuum Sweeper	\$96.96	\$99.87	\$102.87
Vac All	\$101.69	\$104.74	\$107.88
Sewer line Televising Truck	\$137.17	\$141.29	\$145.53
Combination Sewer Machine (pipe jetter & vac)	\$165.54	\$170.51	\$175.63
Mini Excavator	\$57.96	\$59.70	\$61.49
Skid Steer Loader w/Bucket	\$37.84	\$38.98	\$40.15
Skid Steer Loader w/Snow Blower/Broom	\$41.38	\$42.62	\$43.90
20" Enclosed Trailer	\$15.00	\$15.45	\$15.91
REX Valve Turner	\$83.00	\$85.49	\$88.05
10' Utility Trailer	\$12.00	\$12.36	\$12.73
Tar Kettle	\$40.20	\$41.41	\$42.65
Motorized Mower (24" & Under)	\$15.68	\$16.15	\$16.63
Motorized Mower (25"-47")	\$21.88	\$22.54	\$23.22
Motorized Mower (48" & larger)	\$25.43	\$26.19	\$26.98
Tractor w/Sickle or Flail Mower	\$54.50	\$56.14	\$57.82

Chain Saw	\$14.50	\$14.94	\$15.39
Hydraulic Saw	\$14.50	\$14.94	\$15.39
Hydraulic Pruner	\$14.50	\$14.94	\$15.39
Chipper	\$47.29	\$48.71	\$50.17
Generator (225 Kw)	\$67.40	\$69.42	\$71.50
Generator (Under 10 Kw)	\$29.57	\$30.46	\$31.37
Trailer Mounted Vacuum Excavator & Valve Turner	\$99.33	\$102.31	\$105.38
6 " Pump/Hose	\$36.66	\$37.76	\$38.89
4" Pump/Hose	\$30.75	\$31.67	\$32.62
3" Pump/Hose	\$25.43	\$26.19	\$26.98
Barricades-----DAILY COST	\$3.55	\$3.66	\$3.77
Traffic Control Signs-----DAILY COST	\$1.78	\$1.83	\$1.88
NOTE: 2022 rates reflect a 3% increase of 2021 rates			

STATUS OF PROJECTS

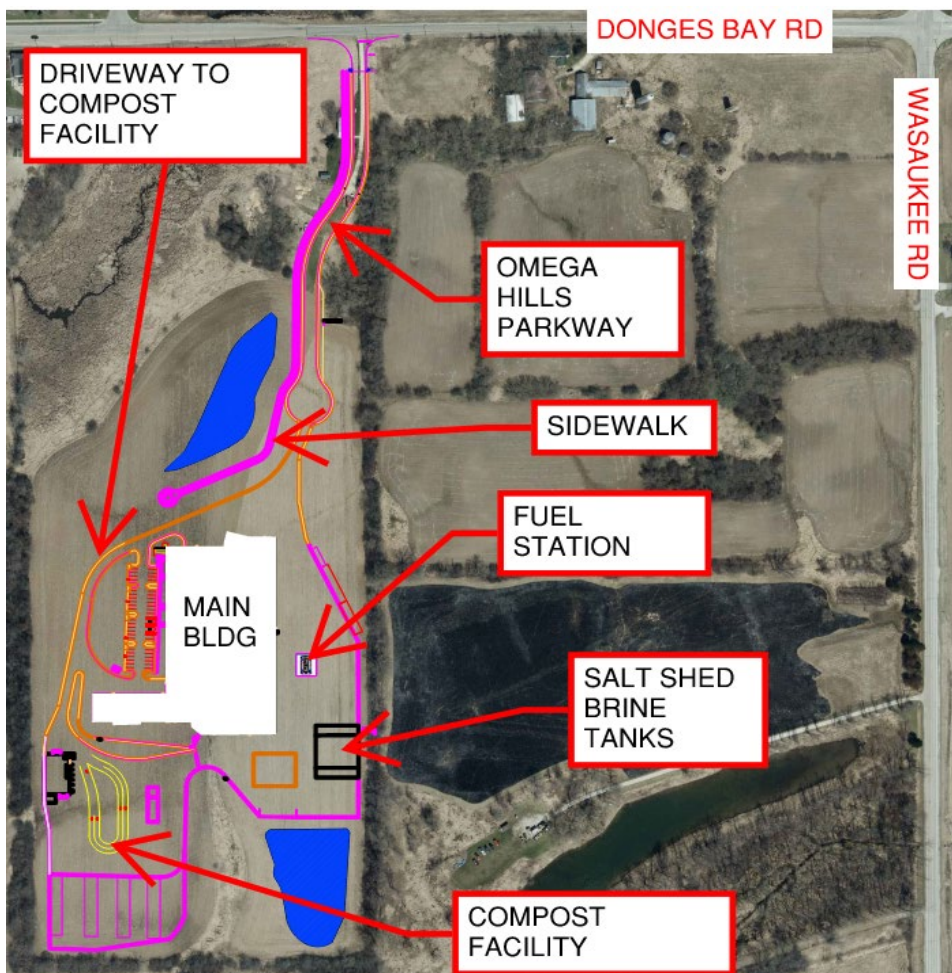
August 2, 2022

- 1) Construction of Holy Hill Road (from the east ramps of I41 to approximately 500 feet east of Goldendale Rd): Construction continues, two-way traffic has been moved to the north half of the street until the south side is complete. Section east of Goldendale Rd will require a complete shutdown of Holy Hill Rd with Detour Route to handle traffic. New road will have two lanes in each direction separated by an 18' median with streetlights in the median. Traffic lights will control the Goldendale Rd intersection. Due to delays by We-energies and AT&T the project is behind schedule by 30 days.
- 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 with the result of very good water. Well House and associated equipment in final design. Design cannot be finalized until tower height issue is resolved.
- 3) Elevated Water Tank in TID #8 Tank will have 500,000-gal capacity. Logo and color scheme have been decided. 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. Village Board and WisDNR have approved to construct tower with the additional height. PSC approval anticipated soon. After all approvals are received final construction will be delayed due to delivery of remaining materials and contractors schedule.

New Paint Scheme has been approved by the Village Board (see below) some slight modifications to the stripe widths will be made.



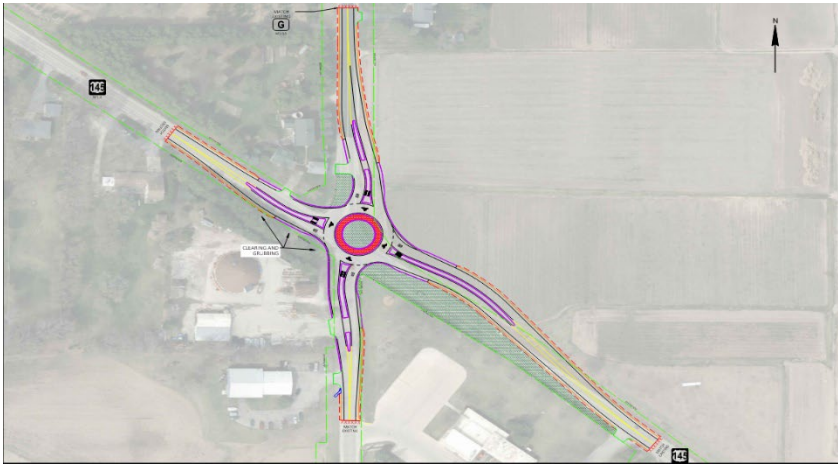
- 4) PP/II project –Graef and Village staff have begun moving project forward. Project plan was submitted and approved by MMSD. Staff & Graef engineers have held two Public Information Meetings and three door notification attempts made to have residents receive and return permission forms indicating their desire to participate in the program. Currently 88% of residents have responded in a positive manner to participate. Televising of sanitary laterals was bid but bids were very high and therefore all bids rejected. MMSD has approved a revised plan for repairing leaking laterals which has eliminated the requirement to re-televise all laterals. Project is going out to bid in August with work to start this fall.
- 5) 2021 Road Program; COMPLETED



- 6) Development of site plans for future DPW facility continues. New Building Plans at 75% complete. Village has purchased the land for the new DPW Facility. Rock investigation, Phase 1 environmental, site survey, soils investigation and Wetland Delineation are complete. Target date for bidding is November/December 2022 with possible construction start early spring 2023. Construction Manager Service contracted. Occupancy revised to end of 2023 or spring of 2024. Completion date dependent on materials sourcing.

- 7) CIPP (Cured In Place Pipe) Lining Project; The project includes the remaining 7,654 LF of unlined 48-inch diameter RCP pipe and lining 530 VF of manholes. 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. Pipe Lining portion of project is complete with manhole rehabilitation in progress.
- 8) Engineering Staff has submitted an application for an “STP” Funding Grant through the WisDOT to reconstruct Division Rd from Mequon Rd to Revere Lane. Funding is applied for to the WisDOT “Surface Transportation Program” (STP). Remaining section of Division Rd from Revere Lane to south of Wendy Lane will be completed under the Annual Road Improvement program. The original Grant **request** was not awarded, The Village resubmitted for future Grants with possible decision November 2022.
- 9) 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 horizontal 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 \$800,000.00. This is the same type of funding that was the basis for the reconstruction of Freistadt Rd & Maple Rd. NO CHANGE
- 10) 2021 Annual Road Seal Coat program has completed work in the Business Park, (Mequon Rd to Donges Bay Rd.) and in the Industrial Park west of Maple Rd. Remaining seal coating work on residential streets was completed in 2022. Work on Friedenfeld Parking lots was completed in 2022.
- 11) 2022 Annual Road Seal Coat program delayed, request will be made to PWHC to roll-over into 2023 and be combine with 2023 program.

- 12) WisDOT has scheduled reconstruction of the intersection of Division Rd (CTH G) and STH 145. The new intersection will be a roundabout with design started in 2021 and construction slated for 2023. This project is fully funded by the WIDOT.



- 13) The 2022 Annual Road Improvement program was bid with Wolf Paving submitting the low bid. Alternate roads may be added as cost estimates of initial roads are completed. Initial roads included are:

- Bonniwell Rd (CTH G to termini)_Completed
- Fawn Ln (Maple Rd to termini) Completed
- Holy Hill Rd (CTH G to termini)_Completed
- Maple Rd (Holy Hill Rd to Rockfield Rd)_Completed
- Lovers Ln (Division Rd to Century Ln) on schedule for 2022
- Century Ln (Lovers Rd to STH 145) on schedule for 2022
- Willow Creek Way: Pave Surface Course of Asphalt (TID #6 Funds) Completed
- Woodside Acres Subdivision Completed
- Pheasant Lane Completed
- Medians at Freistadt Rd Railroad Crossing (east of Maple Rd) Completed/except for turf

14) 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. Extension of the sidewalk from current termini to Friedenfeld Park to be included with payment by Neumann Development. Project is currently advertised.

15) Country Aire Dr. Sanitary Sewer and Water Main Extension; Project was bid with Kruczek Construction submitting low bid. This extension will allow future sanitary and water service to Friedenfeld Park and is needed prior to rebuilding Country Aire Dr later in 2022. Work to start 8/8/2022 and is anticipated to take 2-3 weeks. Some temporary road closure will be required with traffic detoured.

16) Private Development

- Murphy Pet Foods: installation of the public water main is complete, and building walls are 95% complete, occupancy estimated this fall
- Capstone-41: Building is near complete with occupancy estimate for September 2022. Building is 100% leased to Gehls
- Zilber #5 Building: Construction has started (located west of Zilber #4)
- Dickman Bldg #3 has started construction, located near the Illing Bldg, and north of Dielectric. Building walls complete, roof deck installed
- Heritage Park-North Subdivision has started construction with rough grading completed, sanitary sewer complete and water main is 85% complete. Site to have 35 single family lots. Located at the northeast corner of Division Rd & Revere Ln
- Wrenwood-North Subdivision work continues. Grading work is approximately 80% complete. Installation of sanitary sewer, water main and storm sewer is complete. Curb/Gutter and base pavement completed in Phase #1. Estimate to begin house construction late fall of 2022. Developer has revised schedule to combine both phases for sanitary sewer and water main construction in 2022. Subdivision will be in the 2023 Parade of Homes.

- 17) Mequon Rd Street Light Replacement: This Village project will replace the existing We-energies owned light fixtures/poles with Village owned LED street lights. The project limits are from Division Rd to Pilgrim Rd. Light Pole installation is complete and lights are working. Remaining work is to complete installation of two control cabinets and We-energies to install electric services to control cabinets.
- 18) The Village has applied for and received a SISP (Signals and ITS Standalone Program) Grant through the WisDOT for replacement of the traffic Lights in the intersection of CTH Q & Appleton Ave. The project will upgrade the traffic lights to the modern standards and include new electrical pull boxes and preemptive signal sensors for the Fire Department vehicles. The total estimated project cost is \$523,250.00 and since this is a 90% WisDOT and 10% Municipal funded project the Village of Germantown will pay \$52,326.00. Design will begin in 2023 with construction to begin in 2024.
- 19) Village of Richfield's request for Sanitary and Water Services, by Village Board motion, will be placed on the November 8, 2022 election ballot as a Non-Binding Referendum. This was done to give the residents of Germantown the opportunity to be presented with all information pertinent to the topic and express their feeling toward providing the requested utility services to Richfield. The Village Board approved the hiring of the Consulting firm of "Mueller Communications" to assist the Village in organizing and presenting all relative information to the public.