

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, DECEMBER 1, 2014 7:00 p.m.

LOCATION: Germantown Village Hall Board Room

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PRESIDENT'S REPORT**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS:**
The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney and Village Clerk.
- VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes)
- VII. **CONSENT AGENDA:**
 - A. Minutes – November 17, 2014 Regular Village Board Meeting
 - B. Accounts payable/payroll

1.	November 10, 2014	Accounts Payable	\$944,444.86
2.	November 14, 2014	Payroll (salary)	\$ 80,081.48
3.	November 18, 2014	Payroll (hourly)	\$216,338.96
4.	November 25, 2014	Accounts Payable	\$719,170.65
5.	November 26, 2014	Payroll (salary)	\$ 81,768.16
 - C. Operator Licenses: December 2, 2014 - June 30, 2015:
Chantel Agnew, Kyle Becker, Marques Griep, Jeanine Isaacson, William Stark
The following items were forwarded from the General Government and Finance Committee with a unanimous recommendation:
 - D. Recommended Approval of T.E. Brennan Payment of Progress Billing on RFP Liability Insurance of \$4,727.11 With the Agreement To Hold The Charges At The Current Level For The Final Revised Displays

VII. CONSENT AGENDA continued:

- E. Recommended Approval to Purchase Annual Maintenance of 2015 Accounting Modules for the Finance Department from Harris Local Government in an Amount of \$14,120.26

VIII. UNFINISHED BUSINESS:

IX. PUBLIC HEARINGS – 7:00 P.M. OR LATER –*The purpose of said hearing(s) is to hear any and all parties, their attorneys or agents, for or against the application(s) filed by the petitioner(s).*

X. NEW BUSINESS:

- A. Recommended Approval to Award Contract For 2015 Liability Insurance
- B. Development Agreement Between Village of Germantown and Cambridge Major Laboratories for Development on Their Parcels Within TID #4
- C. Recommended Approval Of The Following Agreements Between The Village Of Germantown And Germantown LLC/Core Commercial Relating To Parcels GTNV#324-965 & 324-967:
 - 1. Declaration Of Covenant For Storm Water Management Facility
 - 2. Private Interceptor Sanitary Sewer Facilities Maintenance Agreement
 - 3. Private Water Main Operation/Inspection/Maintenance Agreement
- D. Request to Fill Recreation Supervisor Vacancy
- E. Resolution Authorizing A Referendum For The Village Of Germantown To Allow The Village To Exceed The State Imposed Levy Limit Beginning With The 2015 Levy (Collected In 2016) And On An Ongoing Basis
- F. The Germantown Municipal Employees Union Local 730 Negotiations; And Germantown Technical/Clerical Employees Union Local 820 Negotiations. The Village Board May Enter Into Closed Session Per Wis. Stats. §19.85 (1)(e) For The Purpose Of Deliberating Or Negotiating The Purchase Of Public Properties, The Investing Of Public Funds, Or Conducting Other Specified Public Business, When Competitive Or Bargaining Reasons Require A Closed Session And Then May Re-Enter Open Session To Take Such Action As It Deems Appropriate.

XI. ADJOURNMENT

The next Village Board meeting will be on December 15, 2014 at 7:00 p.m.

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

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
November 17, 2014**

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

ROLL CALL: President Wolter, Trustees Baum, Daniels, Hughes, Miller, Vanderheiden, Warren and Zabel. Trustee Kaminski was absent and excused. Also present: Attorney Sajdak, Planner Retzlaff, DPW Director Ludwig, Water Spt. Driver, Sewer Spt. Zimmerman, Hwy Spt. Olszewski, Police Chief Hoell, Finance Director Rath, Fire Chief Weiss, Librarian Olson and Clerk Goeckner

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

PRESIDENT'S REPORT: President Wolter thanked the many people involved in the Germantown Christmas parade which was very successful. He also noted taking part in signing of documents with Korean officials from Nova-Kem, LLC.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST & COMMITTEE REPORTS: Upcoming meetings were announced as well as other items of interest by Trustees.

A. Report by Village Clerk on Elections

Clerk Goeckner reported an average 79% voter turnout for the Village, with a high turnout in District 4 of 82%. There was also a high Election Day Registration Turn out of nearly 900, as well as a high turnout of 20% of voters voting by Absentee Ballot in the November 4, 2014 General Election.

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

Fire Chief Weiss commented on several calls in the Village on Saturday November 15th and commended staff on their quick response.

Chris Yatchak – N116W15041 Brownstone Court, Germantown, Stephanie Litzow Erdman - N105W10121 Oak Lane Germantown, Pat Peterson of Krenz & Company and Rod Peterson of Krenz & Company, all spoke in favor of allowing the Fire Department request for referendum.

CONSENT AGENDA:

A. Minutes –October 15, 2014 Special Village Board Meeting and October 20, 2014 Regular Village Board Meeting

B. Accounts payable/payroll

1.	10/21/2014	Payroll (hourly)	\$211,519.76
2.	10/25/2014	Accounts Payable	\$116,994.71
3.	10/31/2014	Payroll (salary)	\$ 78,983.22
4.	10/2014	Accounts Payable	\$ 25,452.85
5.	11/4/2014	Payroll (hourly)	\$226,573.49

C. Operator Licenses: November 18, 2014 - June 30, 2015:

Stephanie Bessler, Casey Doleschy, Michelle Ehrlich, Tara Geissler, Jonathan Haugen, Melissa Lalk, Tina Nelson, Chad Nickerson, Christopher Reason, Kirsten Schirpke, Tara Smith, and Kia Vang

CONSENT AGENDA continued:

The following items were forwarded from the Public Works Committee with a unanimous recommendation:

- D. Recommended Approval For Payment Of Invoice Of Joe De Belek Plumbing In The Amount Of \$7,149.50 For Emergency Water Lateral Repair At W171N11392 Division Road With Funds To Be Allocated From Acct. #50-742-530-6730
- E. Recommended Approval For Payment Of Invoice Of Xylem Flyght In The Amount Of \$7,746.90 For The Replacement Pump At Lift Station #3 With Funds To Be Allocated From Acct. #60-180-184-3230
- F. Recommended Approval To Purchase One Asphalt Cutter/Router From CRAFCO In The Amount Not To Exceed \$15,752 With Funds To Be Allocated From Acct. #10-542-570-8100
- G. Recommended Approval Of Written Proposal From ABCO For The Replacement Of Four Sets Of Doors And Frames At The Police Department For A Cost Not To Exceed \$10,500 With Funds To Be Allocated From Acct. #10-519-530-8221
- H. Recommended Authorization For Continuation Of The Shallow Well Exploration Test Boring Phase With Foth Infrastructure At A Cost Not To Exceed \$46,300

MOTION (Baum/Hughes) to approve Consent Agenda Items A-H, carried.

UNFINISHED BUSINESS:

- A. Fire Department Request to Proceed with Preparations for a Public Spring 2015 Referendum to Increase the 2016 Village of Germantown Levy Limit for the Purpose of Funding Full Time Staffing in the Fire Department

MOTION (Vanderheiden/Daniels) to move forward with the Fire Department request to proceed with preparations for a Public Spring 2015 referendum to increase the 2016 Village of Germantown Levy limit for the purpose of funding of full time staffing in the Fire Department. Trustee Vanderheiden stated the population has increased but the Fire Department staffing has stayed level and encouraged the board to consider moving forward with the referendum for full time staffing. Trustee Zabel inquired about other options and ability to slowly work into what is requested. Trustee Miller stated he had taken a personal poll and 24 persons said they would support a referendum while 3 others stated they would not and 2 suggested outsourcing. Chief Weiss discussed: difficulties in getting more paid on call members, option to apply for a FEMA grant that may help with paying for additional staffing for a short period, his concerns regarding outsourcing ambulance services and FEMA related statistics for Fire Department calls. Trustee Baum asked about alternatives and Trustee Warren stated he was unsure which way the residents would vote and which way he would go. Chief Weiss further commented on the FEMA site and calls of other more rural departments calculated into their statistics. Further discussion on the request for 16 full time staff and possible other options that should be considered, as well as response time, pay for paid on call members, has property or loss of life increased for Germantown, 'save' rates for the Village, costs for a fire department, demographics of other departments and their communities. President Wolter discussed the specifics of the referendum questioning and the process. Attorney Sajdak verified the motion as stated. The process would be for the Board to introduce a resolution stating the request to exceed levy allowed by law and identify that increase specifically and whether or not the amount would be ongoing or just one time. Publications and

UNFINISHED BUSINESS continued:

notices would follow for placing the question on the ballot for the referendum. Question has to be to the County Clerk by January 27, 2015 for the April 7, 2015 Spring Election. Discussion of process at the Village Board level regarding the question and the amount requested. Attorney Sajdak would prepare resolution to come before the December 1st Village Board meeting. Trustee Zabel asked if questions could be separated as options. Attorney stated under 66.0602 there is a referendum solely for requesting to exceed the levy. Other questions would be for an advisory referendum which could run concurrently.

Further discussion on the specifics of questions and referendum procedures, costs of department/staffing, outside service ability to fill the need, significant reduction of overtime as stated by Chief Weiss, as well as his concerns that an outside service would not have the necessary training for getting someone out of a trapped situation or the equipment for such emergencies, as well as their lack of knowledge of the Village and the residents. Discussion of impact on the Village tax levy, possibility of cross training police officers for Fire Dept. staffing and effect of motion on Village's decision of what question to place on the ballot and whether or not staff funding amount could be something other than what is approved with the referendum. **By roll call vote, 6 in favor, 2 opposed (Zabel, Baum), carried.**

PUBLIC HEARINGS – 7:00 P.M. OR LATER – *The purpose of said hearing(s) is to hear any and all parties, their attorneys or agents, for or against the application(s) filed by the petitioner(s).*

A. 2015 Budget & Tax Levy

Finance Director Rath presented information regarding the levy which has an increase of .84% over the 2014 levy, for a total of \$11,167,017.

President Wolter opened the hearing at 8:57 p.m.

No one came forward to speak.

President Wolter closed the hearing at 8:58 p.m.

B. Raymond Rodenbeck, Briohn Building Corp, Applicant and Petitioner for Trouble Free Realty, Inc. (Xtreme Stainless LLC) Property Owner; Parcel GTNV#291-955, N194W11005 Kleinmann Drive for (1) Conditional Use Permit (CUP) to Allow Development Within a 25' Wetland Setback Pursuant to Section 24.04(3) of the Municipal Code; (2) Rezoning Application to Rezone and Remove 1,453 sqft of the Property from the Shoreland-Wetland Overlay Zoning District, Pursuant to Section 24.04(2) of the Municipal Code;

Planner Retzlaff presented information on the requests. Including information regarding the CSM.

President Wolter opened the hearing at 9:02 p.m.

No one spoke regarding the hearing item.

President Wolter closed the hearing at 9:03 p.m.

C. Village of Germantown, Community Development Department; Amendments to Section 17.46 (Signs) of the Village of Germantown Zoning Code.

Planner Retzlaff presented information regarding the requested amendments to the Village of Germantown Zoning Code relating to Section 17.46 (Signs).

PUBLIC HEARINGS continued:

President Wolter opened the hearing at 9:10 p.m.
No one spoke regarding the hearing item.
President Wolter closed the hearing at 9:11 p.m.

NEW BUSINESS:

- A. Raymond Rodenbeck, Briohn Building Corp, Applicant and Petitioner for Trouble Free Realty, Inc. (Xtreme Stainless LLC) Property Owner; Parcel GTNV#291-955, N194W11005 Kleinmann Drive for: (1) a Conditional Use Permit (CUP) to Allow Development Within a 25' Wetland Setback Pursuant to Section 24.04(3) of the Village Zoning Code; (2) an Application to Rezone and Remove 1,453 sq. ft. of the Property from the Shoreland-Wetland Overlay Zoning District, Pursuant to Section 24.04 (2) of the Village Zoning Code (Ordinance Amendment); and (3) a 2-Lot Certified Survey Map (CSM) Lot Combination
MOTION (Baum/Warren) to approve the Conditional Use Permit, Zoning Code Amendment and the 2-Lot CSM as presented, carried.
- B. Introduction of a Resolution Discontinuing the Entirety of the Public Road Right of Way Dedication Shown on Lot 2 Of CSM No. 2360 And to Set a Date for Public Hearing Thereon
MOTION (Warren/Baum) to approve the Resolution Discontinuing the Entirety of the Public Road Right of Way Dedication Shown on Lot 2 of CSM No. 2360 and to set a date for the public hearing thereon, carried.
- C. Village of Germantown, Community Development Department; Zoning Code Amendments; Section 17.46 (Signs) (Ordinance Amendment)
MOTION (Baum/Miller) to approve the Zoning Code Amendments to Section 17.46 (Signs) as presented. Attorney Sajdak recommended a correction under paragraph 5 – ORT should read 'or'. Discussion of residential boundaries, enforcement, measurements and notices. Discussion of various types of signs and consideration to include language that identifies negative visual impact in the opinion of the Plan Commission at the time of approval. Suggestion to add the phrase, as recommended by Attorney Sajdak, to create in the opinion of the Plan Commission at the time of sign approval. **MOTION (Baum/Zabel) to amend with the Attorney's recommendation, carried.**
MOTION (Hughes/Daniels) to remove all of item 4 under section 4. Discussion regarding the time allowed for a flashing message portion of the restriction, from a business perspective. **3 in favor, 5 opposed (Baum, Miller, Warren, Wolter & Zabel), motion fails.**
MOTION (Hughes/Vanderheiden) to extend the time to 3 seconds instead of 1 second in transition interval, 7 in favor, 1 opposed (Warren), carried.
Original motion as amended, carried.
- D. Recommended Approval of Change of Agent - Wal-Mart #1515, W190 N9855 Appleton Avenue, Germantown, Duane Carl Van Straten, 1212 Lily Avenue, West Bend WI 53090
MOTION (Baum/Zabel) to approve Wal-Mart Change of Agent as presented, carried.

NEW BUSINESS continued:

- E. Recommended Approval of Change of Agent - Buffalo Wild Wings, N96W17990 County Line Road, Germantown, Jillian R. Cabanatuan, N96W20309 Cty Line Rd, Menomonee Falls WI 53051
MOTION (Baum/Warren) to approve Buffalo Wild Wings Change of Agent, as presented, carried.
- F. Recommended Approval of Amusement Arcade License November 18, 2014 – June 30, 2015, Buffalo Wild Wings, N96W17990 County Line Road, 11 devices
MOTION (Baum/Zabel) to approve Arcade License for Buffalo Wild Wings as presented, carried.
- G. Recommended Approval to Award Contract For 2015 Liability Insurance
MOTION (Zabel/Vanderheiden) table until December 1st meeting, carried.
- H. Recommended Approval of Resolution Adopting the 2015 Budget & Tax Levy
MOTION (Vanderheiden/Miller) to approve Resolution adopting the 2015 budget and tax levy. Discussion by Trustee Zabel regarding sewer and water budgets. **By roll call vote, 6 in favor, 2 opposed (Baum, Zabel) carried.**
- I. Recommended Approval of Resolution Authorizing Placement of Special Charges on the 2014 Tax Roll Against Certain Properties
MOTION (Baum/Vanderheiden) to approve Resolution authorizing placement of Special Charges on the 2014 Tax Roll against certain properties, by roll call vote, carried.
- J. Recommended Approval of Washington County Convention and Visitors Bureau Request: Tourism Funds – 2015
MOTION (Baum/Miller) to approve funding of \$7,500 to the Washington County Convention and Visitors Bureau, by roll call vote, carried.
- K. Roland Pieper, Agent for Patrick Josten and Rockfield Short-Pour LLC, Property Owner; Request for a six (6) Week Extension of Conditional Use Permit (CUP) No. 8-12 (Read-Mix Concrete Batch Plant); W172N12882 Division Road, Germantown WI
MOTION (Hughes/Baum) to approve as presented. Discussion of request for six week extension and time line for returning with applications for further extension or relocating business to new location. Mr. Josten was informed of the deadline for January Plan Commission of December 8th. Discussion of Mr. Josten's plan to relocate and open for business in the spring. **8 in favor, 1 opposed (Warren), carried.**
- L. Request for Acceptance of WisDOT's Jurisdictional Offer to Purchase Easements and Lands Impacted by the STH 145 Roundabout; And Dedication of An Additional 27' of Property for Right of Way Purposes
MOTION (Warren/Daniels) to approve the request as presented. DPW Director Ludwig presented information regarding this item. When TIF 4 developed had

NEW BUSINESS continued:

asked for completed right of way plat in 2001 approved by Village Board as well as a relocation order and had hired a consultant to approve right of way. There were 21 parcels to be purchased. 19 were purchased 2 were not, that were owned by village. Document added to packet this evening was a donation/dedication document which effectuates the policy established in 2001 and would complete the 60' right of way transaction from the Village parcels to the DOT. Discussion. **7 in favor, 1 opposed (Zabel), carried.**

- M. **Resolution Stating the Position of the Village of Germantown to Not Pay for Fixing the Countywide Radio System**

MOTION (Zabel/Baum) to approve resolution as presented, carried.

- N. **Resignation of Village Attorney Nick DeStefanis**

MOTION (Zabel/Baum) to accept resignation of Village Attorney Nick DeStefanis, carried.

- O. **Direction to Village Attorney to Handle Municipal Court Legal Work**

MOTION (Baum/Hughes) to direct Village Attorney Sajdak to handle the Municipal Court legal work, carried.

- P. **Recommended Approval of 2015 Fireworks Contract**

MOTION (Baum/Vanderheiden) to approve the 2015 Fireworks Contract, carried.

ADJOURNMENT

There being no other business, the meeting adjourned at 10:00 p.m.

Barbara K. D. Goeckner MMC/WCPC
Village Clerk

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Village of Germantown, a Wisconsin municipal corporation (the "Village"), and Cambridge Major Laboratories, Inc., a Wisconsin corporation ("CML").

WHEREAS, CML is headquartered in Germantown and currently has invested \$50 million in three production sites over the last four years with state-of-the-art technology and infrastructure housed across 400,000 sq. ft., and currently employing approximately 190 persons at their Germantown locations; and

WHEREAS, CML owns and operates a production facility in the Village at W132-N10550 Grant Drive that produces active pharmaceutical ingredients (API) and other fine chemicals and a research and development facility in the Village at W130-N10497 Washington Drive; and

WHEREAS, CML announced a business combination with AAIPharma Services on October 24, 2013, a "merger of equals" which will expand the capabilities of both companies along the pharmaceutical value chain from development and production of API to the production and shipment of consumer consumable drugs of various doses and in various forms (tablet, capsule, liquid), which, while the headquarters for the merged company is located in Wilmington, NC, Germantown assets continue to be an essential part of the merged business plan and the company's growth; and

WHEREAS, CML plans to expand its capabilities in providing outsourced research and development (R&D) for the API industry by investing more than \$20 million in renovating the Germantown Business Park campus to include an Administrative Headquarters, an expansion of their state-of-the-art R&D and Analytical Laboratory facilities, and supporting manufacturing equipment and infrastructure.; and

WHEREAS, CML owns the properties located at [NOTE: NEED TO ADD INFO RE THE OTHER PARCELS] W130-N10437 Washington Drive, Germantown, WI 53022 (identified with tax identification numbers [ADD OTHER PARCELS] GTNV 254 986 (collectively hereinafter "Property"), which is the proposed location for the expansion described above (the "Project"); and

WHEREAS, after making comparative evaluations of several siting alternatives for the proposed expansion, including out-of-state locations, CML has concluded that the Property is its preferred site for development of the Project, but that the Property is at an economic disadvantage compared to other available sites, which will result in the Project costing more to develop on the Property than at the other available sites (the "Project Gap"); and

WHEREAS, Wisconsin's Tax Increment Law, Wis. Stat. § 66.1105, provides a strategic mechanism to encourage economic development, including the ability to bridge cost gaps, in order to stimulate and secure development that would not otherwise occur or be otherwise delayed or deferred substantially; and

WHEREAS, CML has received from the Village and the Village's Plan Commission approval of the plans for the Project subject to certain minor, technical changes, and the plans as presented and approved reflect a significant increase to the Village's tax base; and

WHEREAS, CML has requested that the Village assist in bridging the Project Gap through the use of the Tax Increment assistance available to the Property based upon its location with the Village's Tax Increment District No. 4 ("TID 4") to permit CML to implement and carry out its development of the Project; and

WHEREAS, the Village has prepared tax increment and revenue projections for the Project assuming the construction and occupancy of the Project; and

WHEREAS, the Village is willing to assist in the reduction of the Project Gap through the use of a tax increment-based incentive so as to allow CML to complete the development of the Project, and the Village is willing to reimburse CML over a specified time period for an amount not to exceed a specified portion of the Project Gap through the use of the tax increment generated by the improvements to the Property which are part of the Project;

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Defined Terms.

"Available Tax Increment" means the Tax Increment actually collected by the Village on the Property, calculated by subtracting the equalized value of the Property as of January 1, 2014 from the equalized value of the Property each January 1st thereafter, and multiplying the result by the rate established on the Wisconsin Department of Revenue Tax Increment Worksheet (Form PC 202) as prepared and filed in December of each year during the life of TID 4.

"Building and Site Improvements" means those improvements called for in the Development Plan, including all implicated requirements of federal, state and local construction, erosion control, fire, building, electrical, plumbing, HVAC, storm water, grading and landscaping codes, laws, ordinances and regulations.

"Development" means the construction and installation of building and site improvements consistent with the plans for the Project as approved by the Village.

"Development Plan" means the plan for the Project as approved by the Village.

"Property" means the "campus" of properties located at [ADD OTHER PARCEL INFO] W130-N10437 Washington Drive, Germantown, Wisconsin 53022 (a/k/a tax identification numbers [ADD OTHERS] GTNV-254-986)

"Tax Increment" means the amount obtained with regard to the Property and the Building and Site Improvements to be constructed on the Property by, or at the direction of, CML, with reference to and in accordance with the provisions of Sections 66.1105(2)(i) through (m) of the

Wisconsin Statutes. More specifically, the Tax Increment for purposes of this Agreement will reflect the difference between the tax on the equalized value of the Property as of January 1, 2013 before construction of the Building and Site Improvements contemplated in this Agreement (the tax increment base), and the tax on the equalized value of the Property with the Building and Site Improvements contemplated in this Agreement.

Section 2. Representations by the Village.

The Village makes the following representations as the basis for the undertaking on its part herein contained:

(a) The Village is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin.

(b) The Village proposes to provide tax increment-based assistance to CML in accordance with the provisions of Wis. Stat. § 66.1105 and the Agreement.

(c) The activities of the Village are undertaken for the public purposes stated and defined in Wis. Stat. § 66.1105.

(d) To finance the costs of the activities to be undertaken by the Village and the Building and Site Improvements by CML pursuant to the approvals obtained by the Village and this Agreement, the Village proposes to use the Tax Increment generated by the Building and Site Improvements, on the projected revenues from which, in TID 4 for the payment of the Municipal Revenue Obligation, to the extent such Tax Increment is generated by the Building and Site Improvements to the Property.

(e) The parties signing below on behalf of the Village have been fully authorized to execute this Agreement on behalf of the Village.

(f) An amendment to the TID 4 project plan as provided in Wis. Stat. § 66.1105 is not required in order for the Village to enter into and carry out this Agreement.

(g) The Village shall not accelerate termination of TID 4 except in accordance with Section 8 below.

(h) The Village will timely submit all information to the Wisconsin Department of Revenue (and will timely take all other action) required to be submitted (or taken) by the Village under Wis. Stat. § 66.1105 (as amended or renumbered from time to time) in order for the Village to collect all available tax increment from TID No. 4 each year of its available statutory life.

(i) If the Joint Review Board for TID No. 4 is still in existence, the Village shall comply with the delivery requirements with respect to this Agreement contained in Wis. Stat. § 66.1105 (2) (f) 2. d.

Section 3. Representations and Warranties by CML.

CML makes the following representations and warranties as the basis for the undertaking on its part herein contained:

- (a) It has full authority to execute and perform this Agreement.
- (b) As the owner or lessee of the Project, it controls or directs the development of the Property.
- (c) The parties signing below on behalf of CML warrant that they have full power and authority to execute this Agreement on behalf of CML, and to bind CML to this Agreement.
- (d) The Development of the Property by CML would not occur but for the tax increment-based assistance being provided by the Village hereunder.
- (e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which CML is now a party or by which it is bound, or constitutes a default under any of the foregoing.
- (f) CML understands and agrees that the Municipal Revenue Obligation of the Village hereunder will be payable only to the extent that Tax Increment funds are created under Wis. Stat. § 66.1105 with respect to the Property, and to the extent that CML is not in default under its obligations under this Agreement, and will never represent or constitute a general obligation debt or bonded indebtedness of the Village, the State of Wisconsin or any political subdivision, all pursuant to the provisions of Wis. Stat. § 66.1105.
- (g) CML represents that its current best calculation is that Phase I of the Development will include the expenditure of not less than \$2,640,000 on hard and soft costs in construction (the "Project Improvements").

Section 4. Commencement of Construction.

The Parties express a mutual desire to commence obligations promptly upon the execution of this Agreement and complete said obligations in as timely a manner as reasonably possible. Subject to force majeure delays not caused by CML, CML shall obtain or cause its developer or contractor to obtain all necessary building or other required permits and commence or cause the commencement of the construction of the Building and Site Improvements within one hundred twenty (120) days of the execution of this Agreement.

Section 5. Construction of Improvements.

CML shall, not later than December 31, 2015, substantially complete or cause substantial completion of construction of Phase I of the Building and Site Improvements on the Property consistent with the approved Development Plan. CML's obligations hereunder are contingent upon obtaining permits and other governmental approvals necessary for construction, and CML understands that nothing herein obligates the Village or any other governmental authority having jurisdiction to issue any such permits or approvals. In the event that CML is in default under this Section 5, the Village may as its sole and exclusive remedy, suspend payment of the Municipal Revenue Obligation as provided in Section 3(f) during the continuance of such default.

Section 6. Municipal Revenue Obligation to Reimburse for Qualified Costs.

In the event that CML completes construction of the Development in the time and manner required by Section 5, the Village agrees that this Agreement shall constitute a Municipal Revenue Obligation under the terms contained herein, by which the Village will annually reimburse CML in a minimum amount equal to 50% of the Available Tax Increment generated by the Project on the Property through 2021 up to a maximum cumulative payment of \$378,666. The Village will reimburse CML in 2022 with a final payment equal to the maximum cumulative amount of \$378,666 less the aggregate of payments made in 2016 through 2021. Payments in any given year above the minimum required amount shall be made in the sole discretion of the Village. This Municipal Revenue Obligation shall not bear interest, and shall be a project cost of TID 4.

In addition, in the event that CML enters into an "Attraction Fund" loan with Washington County as described in a certain Memorandum of Understanding between the parties hereto and Washington County dated April 14, 2014, the Village will annually reimburse CML in an additional minimum amount equal to 30% of the Available Tax Increment generated by the Project on the Property through 2021 up to a maximum cumulative payment of \$308,000 and a final payment in 2022 equal to the maximum cumulative amount of \$308,000 less the aggregate of these additional payments made in 2016 through 2021. This is intended to reimburse Developer for the principal, interest and related fee payments it makes to the County under the terms of the loan. In the event that the requirements for loan forgiveness contained in that Memorandum of Understanding (and as adopted in the loan), the maximum amount of this incentive may be reduced. Payments in any given year above the minimum required amount shall be made in the sole discretion of the Village. This Municipal Revenue Obligation shall not bear interest, and shall be a project cost of TID 4.

Payments on the Municipal Revenue Obligations described above shall be payable solely from the TID 4 Special Fund and shall not be an obligation of or a charge against the Village's general credit or taxing power. Payment shall be made only to the extent that, during any property tax year, Available Tax Increment has been (a) generated by the Property, and (b) actually received by the Village. Further, the Village shall not be obligated to make any payments to CML when CML, or any permitted assign, is in default under this Agreement, nor shall it be obligated to make any payment in any year in which the Available Tax Increment is collected by the Village after the due dates specified in Wis. Stat. § 74.11(2). In addition, the Village shall not be obligated to make any Municipal Revenue Obligation payments hereunder if CML ceases to own or lease the Property.

For each tax year for which a tax bill is issued, any Available Tax Increment resulting from taxes paid by, or on behalf of, CML and collected by the Village shall result in payments of the Municipal Revenue Obligation as follows:

- (a) For Available Tax Increment received between the date of issuance of the tax bill and January 31 of the following calendar year, the payment date shall be March 1st.
- (b) For Available Tax Increment received between February 1st and July 31st of the calendar year following the issuance of a tax bill, the payment date shall be September 1st.

All obligations for payment of the Municipal Revenue Obligation shall terminate after the Available Tax Increment has been collected and any related payment on the Municipal Revenue Obligation (up to the maximum amount) has been made, after the end of the final year of TID 4 as provided in Wis. Stat. § 66.1105, or after early termination of TID 4 as provided for in Section 7 below.

Section 7. Early Termination of TID 4.

To satisfy in full the Village's obligations under the Municipal Revenue Obligation, the Village shall have the right to prepay any outstanding balance of the maximum Municipal Revenue Obligation at any time. Upon such prepayment in full, the Village shall have the right to terminate TID 4 early without further obligations under this Agreement.

Section 8. Payment of Fees.

(a) CML shall pay or cause to be paid all fees, expenses, costs and disbursements in connection with the Project which it is required to pay pursuant to §18.10 of the Germantown Municipal Code. Unless required to be paid as a condition of the approval of this Agreement, such amount shall be paid within thirty (30) days after being billed therefore. Nothing in this provision, nor in the remaining provisions of this Section, shall be construed as exempting CML and its successors and/or 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.

(b) In accordance with § 14.055 of the Germantown Municipal Code, CML shall reimburse or cause to be reimbursed the Village for the Assessor's office processing existing records, creating new records, physical on-site review and processing of information gathered in the field according to the schedule of fees contained within said section.

(c) In accordance with § 18.10(7) and (8) of the Germantown Municipal Code, CML shall reimburse or cause to be reimbursed the Village for all reasonable professional (technical and legal) fees incurred in connection with the Development, including engineering services, whether provided by a staff engineer, technician, designated employee or by a consultant, and legal services rendered by the Village Attorney. Additionally, CML shall reimburse or cause to be reimbursed the Village's reasonable costs for inspection and related services provided by

Village staff or by the Village's contractor or consultant, for all services deemed necessary by the Village Engineer.

(d) CML shall pay or cause to be paid to the Village Treasurer sanitary sewer and water connection charges in accordance with the Municipal Code and Resolutions establishing such connection charges as follows:

_____ REC's x \$3,460 (Sanitary Sewer Connection Charge) = \$ _____

_____ REC's x. \$832 (Water Connection Charge) = \$ _____

After twelve (12) months of actual usage, the Village shall have the right to make a reconciliation based upon actual usage and may collect from CML for actual usage which exceeds the amount above, which is based upon estimated usage.

(e) In accordance with § 18.10(13) of the Germantown Municipal Code, CML shall be responsible for all reasonable fees associated with the upload of Geographic Information System data incurred by the Village in connection to the Development. The Village shall be reimbursed for engineering services, whether provided by a staff engineer or technician or designated employee or consult.

Section 9. Miscellaneous.

(a) CML shall indemnify, save harmless and defend the Village and its respective officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorneys fees and costs, for claims for any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damage received or sustained by any persons or property on account of or arising out of the construction of the Development occasioned wholly or in part by any act or omission on CML's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any disputes hereunder shall have proper venue solely in the Circuit Court for Washington County, Wisconsin. The parties agree that each had an equal role in the drafting of this Agreement and it should not be construed for or against either party as the drafter.

(c) This Agreement sets forth the entire understanding between the Village and CML with respect to its subject matter, and there are no terms, conditions, warranties or representations with respect to its subject matter other than those contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be modified only by agreement in writing and signed by the parties hereto.

(d) This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

(e) The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

Section 10. Term.

This Agreement shall be effective upon its execution by both parties and shall terminate upon the termination of TID 4, unless by its express terms it shall provide otherwise.

Section 11. Force Majeure.

Notwithstanding anything herein to the contrary, in the event that CML or its developer or contractor is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strike, lockout, labor trouble, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond CML's reasonable control, then performance of such act shall be excused for the period of the delay and the period for performance of such act shall be extended for the period of such delay.

Section 12. Assignment.

This Agreement shall not be assigned by CML to any individual, firm, partnership or corporation without the express approval of the Village, which consent shall not be unreasonably withheld or denied.

Section 13. Severability.

If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, CML and the Village have caused this Agreement to be signed in duplicate originals this _____ day of August, 2013, which shall be the effective date of this Agreement.

CAMBRIDGE MAJOR LABORATORIES, INC.

{Name}
{Title}

{Name}
{Title}

STATE OF WISCONSIN)
) SS.
 COUNTY)

On this the _____ day of November, 2014, before me personally appeared _____ and _____ as the _____ and _____ of Cambridge Major Laboratories, Inc., respectively, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

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

VILLAGE OF GERMANTOWN

Dean Wolter
Village President

ATTEST:

Barbara K.D. Goeckner
Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

On this the ____ day of November, 2014, before me personally appeared Dean Wolter and Barbara K.D. Goeckner as the Village President and Village Clerk of the Village of Germantown, respectively, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

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

Approved as to form:

Brian C. Sajdak, Village Attorney

X. C

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

MEETING DATE: December 1, 2014

AGENDA ITEM: New Business

ITEM TITLE: Recommended Approval of the following agreements between the Village of Germantown and Germantown LLC/Core Commercial relating to Parcels GTNV#324-965 & 324-967: 1) Declaration of Covenant for Storm Water Management Facility, 2) Private Interceptor Sanitary Sewer Facilities Maintenance Agreement, and 3) Private Water Main Operation/Inspection/Maintenance Agreement

SUBMITTED BY: Brionne R. Bischke, P.E., Village Engineer 

SUMMARY EXPLANATION:

This development's new storm water pond, and new private sanitary and water service extensions, triggered the need for these maintenance agreements. The agreements require that the Developer and future owners maintain this infrastructure, and grant the Village and its utilities access and cost-recovery mechanisms if they don't properly maintain them.

These documents have been reviewed and edited by Village Attorney Brian Sajdak, and their final executed form is being presented for Village Board approval for recording with the Washington Co. Register of Deeds.

ATTACHMENTS:

1. Declaration of Covenant for Storm Water Management Facility;
2. Private Interceptor Sanitary Sewer Facilities Maintenance Agreement; and
3. Private Water Main Operation/Inspection/Maintenance Agreement.

STAFF RECOMMENDATION:

Approve these maintenance agreements as presented.

BOARD 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.

	Private Water Main Operation/Inspection/Maintenance Agreement Document Title
Document Number	

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 6579, recorded in the office of the Register of Deeds for Washington County, Wisconsin on September 5, 2014 in Volume 50 of Certified Survey Maps, at Page 161 – 163 as Document No. 1366488 and being a combination of Lot 1 and Lot 2 of Certified Survey Map No. 2565, being a part of the Southeast 1/4 of the Southeast 1/4, Section 32, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Name and Return Address Village of Germantown Attn: Barbara K. D. Goeckner P.O. Box 337 Germantown WI 53022-0337
--

Combination of GTNV 324-967 and GTNV 324-965
Parcel Identification Number(s) – (PIN)

PRIVATE WATER MAIN
OPERATION, INSPECTION, & MAINTENANCE AGREEMENT
Village of Germantown

THIS AGREEMENT is between Germantown LLC ("Property Owner"), and the Village of Germantown, (the "Village"). It is based upon the following:

- A. The Property owner is the owner of certain real property (the "Property") located in the Village of Germantown, which is further described as follows: Lot 1 of Certified Survey Map No. 6579 as recorded in the office of the Register of Deeds of Washington County, Wisconsin on September 5, 2014 as Document Number 1366488.
- B. The Property Owner intends to install a private water main on the Property within the easement areas shown in Exhibit "A" in accordance with the construction plans (the "Plan") approved by the Village and the Wisconsin Department of Safety and Professional Services on file in the Village Engineering Office.
- C. The Plan provides for the construction of the private water main including all hydrants and valves associated with private water main (the "Private Water System") within the confines of the Property.
- D. The Village requires that the Private Water Main as shown on the Plan be constructed, operated and adequately maintained by the Property Owner.

NOW, THEREFORE, based on the above, the parties agree as follows:

- 1. The Private Water Main shall comply with all current Department of Safety and Professional Services requirements as well as the requirements of Village of Germantown Design, Drafting and Construction Standards and Specifications, and shall be constructed by the Property Owner in compliance with Village approved plans and specifications identified in the Plan.
- 2. The Property Owner shall supply the Village with complete set of construction as-built drawings in ink on standard size mylar, and in AutoCAD format (*.DWG) on computer disk or CD of the Private Water Main within thirty (30) days of completion of the project. The as-built plan will be used by the Village to determine if the Private Water Main will be considered complete by the Village upon the Village's approval of the as-built plan.
- 3. The Property Owner shall not construct, place or allow or suffer the construction or placement of structures and/or landscaping over the Private Water System that will affect the operation and maintenance of the Private Water System without the specific written approval of the Village except for the bituminous asphalt pavement that had been previously approved.
- 4. The Property Owner shall adequately maintain the Private Water System. Adequate maintenance shall mean the preservation of the functional integrity and efficiency of a water conveyance facility, including its valves and hydrants. The term includes preventive maintenance, correctional maintenance and replacement of defective components. Maintenance includes but is not limited to; exercising valves and hydrants annually and repairing leaks.
- 5. The Village will inspect and flush the Private Water System every year. The Village will work with the Property Owner to determine if any additional maintenance is necessary after said inspection. The purpose of the inspection is to assure safe and property functioning of the facilities.
- 6. The Property Owner will perform or otherwise be responsible for any work necessary to keep the Private Water System in good working order. This obligation includes making all the necessary repairs and/or improvements to correct damages, both natural and man made, and disrepair. If disrepair, damages or other deficiency shall be discovered by the Village pursuant to its annual inspection under §5 or at any time the Village becomes aware of such defect in the Private Water System, a written report shall be promptly furnished to the Property Owner advising of the defect(s) and the Property Owner shall have thirty (30) days from the date of receipt of the

report to take appropriate measures to correct any deficiencies or damages. The Property owner shall promptly advise the Village of the actions taken to respond to, address or correct any deficiencies or complaints.

7. The Property Owner hereby grants to the Village a perpetual easement on, over, and under the easement area described in Exhibit A for the purpose of access to the Private Water System by its authorized employees and contractors, as well as for the purpose of physical inspection and repair work, as provided in §§ 5 through 8 of this Agreement, to enter upon the Property and to inspect the Private Water System on an annual basis as provided in § 5, and at any other time when the Village reasonably deems necessary.
8. If the Property Owner fails to maintain the Private Water System in good working condition reasonably acceptable to the Village and fails to make all the reasonably necessary repairs and/or improvements to correct damages, both natural and man made, then the Village, upon thirty (30) days written notice to the Property Owner, may but, shall not obligated to enter upon the Property and take whatever steps necessary to correct deficiencies. In addition, if the Village performs work of any nature, or expends funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Village may impose upon the Property Owner a special charge for the cost of said work, pursuant to Section 66.0627, Wisconsin Statutes.
9. Except to the extent of the negligent or willful acts or omissions of the Village, its board members, employees, agents, or officers, the Property Owner agrees to hold harmless the Village, its board members, employees, agents, and officers from any costs, damages, loss claim suit, liability or award which may arise, be brought or incurred or assessed because of the existence of the Private Water System, or any act or omission in the operation of the Private Water System by Property Owner. The Village shall, upon receiving notice of or otherwise being informed of an injury or damage which might lead to a claim, suit or assessment, or such a claim, suit or assessment (unless such claim, suit or assessment arises out of the negligence or misconduct of the Village), shall tender the defense of any such claim, suit or assessment to the Property owner, who shall fully defend the Village by counsel reasonably satisfactory to it, and who shall be responsible for any and all costs and/or expenses, including but not limited to reasonable attorney's fees, damages, awards, verdicts or settlements resulting or arising from such claims, suits or assessments.
10. This Agreement shall become effective as of the date it is approved by the Village or executed by the Property Owner, whichever is later.
11. By signing below, the person sighing on behalf of the Property Owner represents that he has authority to act on behalf of the Property Owner, and has authority to sign this Agreement on the Property Owner's behalf.
12. This Agreement shall be recorded with the Register of Deeds of Washington County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on both parties, their successors or assigns.
13. Whenever in this Agreement the consent or approval of the Village is required, same shall not be unreasonably withheld, conditioned or delayed.

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Dated at Germantown, Wisconsin this 26th day of September, 2014.

VILLAGE OF GERMANTOWN

Dean Wolter
Dean Wolter, President

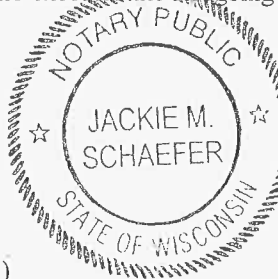
Barbara K. D. Goeckner
Barbara K. D. Goeckner, Clerk

Germantown LLC

By: David Barker
Name: David Barker
Title: President

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

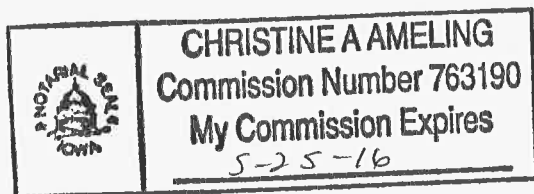
Personally appeared before me this 26 day of Sept, 2014, the above-named Dean M. Wolter, the President and Barbara K. D. Goeckner, Village Clerk, respectively, of the Village of Germantown, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.



Jackie M Schaefer
Name: Jackie M Schaefer
Notary Public, State of Wisconsin
My commission expires: 06/14/15

STATE OF IOWA)
) SS
Johnson COUNTY)

Personally appeared before me this 26 day of Sept, 2014, the above named David Barker, the President, of Germantown LLC, to me known to be the person who executed the foregoing agreement on behalf of said corporation by its authority.



Christine A Ameling
Name: Christine A Ameling
Notary Public, State of Wisconsin Iowa
My commission expires: 5/25/16

Approved by the Village Board of the Village of Germantown on the ____ day of _____, 2014.

Approved as to form:

Brian Sajdak
Brian Sajdak, Village Attorney

This document was drafted by:

Grant Duchac
Excel Engineering, Inc.
100 Camelot Drive
Fond du Lac, WI 54935

Private Interceptor Sanitary Sewer
Facilities Maintenance Agreement
Document Title

Document Number

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 6579, recorded in the office of the Register of Deeds for Washington County, Wisconsin on September 5, 2014 in Volume 50 of Certified Survey Maps, at Page 161 – 163 as Document No. 1366488 and being a combination of Lot 1 and Lot 2 of Certified Survey Map No. 2565, being a part of the Southeast 1/4 of the Southeast 1/4, Section 32, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Name and Return Address
Village of Germantown
Attn: Barbara K. D. Goeckner
P.O. Box 337
Germantown WI 53022-0337

Combination of GTNV 324-967 and GTNV 324-965
Parcel Identification Number(s) – (PIN)

PRIVATE INTERCEPTER SANITARY SEWER FACILITIES
OPERATION, INSPECTION, & MAINTENANCE AGREEMENT

THIS AGREEMENT is between Germantown LLC ("Property Owner"), and the Village of Germantown, (the "Village"). It is based upon the following:

- A. The Property owner is the owner of certain real property (the "Property") located in the Village of Germantown, which is further described as follows: Lot 1 of Certified Survey Map No. 6759 as recorded in the office of the Register of Deeds of Washington County, Wisconsin on September 5, 2014 as Document Number 1366488.
- B. As part of the development of the Property, a private interceptor sanitary sewer shall be designed and constructed to serve the Property (the "Private Sewer").
- C. The Village, Milwaukee Metropolitan Sewer District ("MMSD"), and Wisconsin Department of Safety and Professional Services-Division of Safety and Buildings require that the Private Sewer as constructed, be operated and adequately maintained by the Property Owner.

NOW, THEREFORE, based on the above, the parties agree as follows:

- 1. The Private Sewer shall comply with all current requirements of SPS 382 of the Wis. Adm. Code and Chapters 2&3 of the "MMSD Rules and Regulations" and any applicable Village Ordinances, and shall be maintained by the Property Owner in compliance with the schedule outlined below.
- 2. The Property Owner shall not construct, place or allow or suffer the construction or placement of structures and/or landscaping over the Private Sewer that will affect the operation and maintenance of the Private Sewer without the specific written approval of the Village except for the bituminous asphalt pavement that had been previously approved.
- 3. The Property Owner shall adequately maintain the Private Sewer. Adequate maintenance shall mean the preservation of the functional integrity and efficiency of a wastewater conveyance facility, including its equipment and structures. The term includes preventive maintenance, correctional maintenance and replacement of defective materials. Maintenance includes but is not limited to; root cutting, rodding out, high pressure sewer jetting, closed-circuit televising, dye testing, manhole inspection and repairing leaks.
- 4. The Property Owner shall hire a professional sewer service contractor certified by NASSCO (National Association of Sewer Service Contractors) to inspect the Private Sewer every 5 (five) years by closed-circuit televising, jet clean with vacuuming every 5 (five) years and submit an inspection report, which shall describe the condition of the Private Sewer, and video to the Village Sewer Utility as proof of compliance. In the alternative, the Owner may employ the services of the Village Utility to perform such inspections in conjunction with its routine inspections of the public sanitary sewers in the immediate vicinity, all at the then-current regular Village book rates for time and materials. The inspection shall also cover the sanitary manholes for signs of infiltration and deterioration of the structures. The purpose of the inspection shall be to assure safe and proper functioning of the facilities. Upon review of the report and video of the inspection by Village Sewer Utility Staff, the Utility may direct that maintenance of repair be undertaken if reasonably necessary to ensure continuing safe and proper functioning of the Private Sewer.
- 5. The Property Owner will perform or other wise be responsible for any work necessary to keep the Private Sewer in good working order. This obligation includes making all the necessary repairs and/or improvements to correct damages, both natural and man made, and disrepair. If disrepair, damage or other deficiency shall be noted in the inspection report provided in §4, or at any time the Village becomes aware of a defect or the reasonably likely existence of a defect in the Private Sewer, the report or a written notice thereof shall be promptly furnished to the Property Owner advising of the defects(s) or the basis upon which it is concluded that the reasonable likelihood of a defect exists, and the Property Owner shall have thirty (30) days from the date of receipt of the report or notice to take appropriate measures to investigate and correct any deficiencies or damages. The Property Owner shall promptly advise the Village of the actions taken to respond to, address or correct any deficiencies or complaints.

6. If the Property Owner fails to inspect the Private Sewer as required, or maintain the Private Sewer in good working condition reasonably acceptable to the Village and make all the necessary repairs and/or improvements to correct disrepair and damage, both natural and man made, the Village upon thirty (30) days prior written notice to the Property Owner, may enter upon the Property and take whatever steps necessary to correct deficiencies. In addition, if the Village performs work or any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Village may impose upon the Property Owner a special charge for the cost of said work, pursuant to Section 66.0627, Wisconsin Statutes.
7. Except to the extent of the negligent or willful acts or omissions of the Village, its board members, employees, agents, or officers, the Property Owner agrees to hold harmless the Village, its board members, employees, agents, and officers from any costs, damages, loss claim suit, liability or award which may arise, be brought or incurred or assessed because of the existence of the Private Sewer or any act or omission in the operation of the Private Sewer by Property Owner. The Village shall, upon receiving notice of or otherwise being informed of an injury or damage which might lead to a claim, suit or assessment, or such a claim, suit or assessment, shall tender the defense of any such claim, suit or assessment (unless such claim, suit or assessment arises out of the negligence or misconduct of the Village) to the Property Owner, who shall fully defend the Village by counsel reasonably satisfactory to it, and who shall be responsible for any and all costs and/or expenses, including but not limited to reasonable attorney's fees, damages, awards, verdicts or settlements resulting or arising from such claims, suits or assessments.
8. This Agreement shall become effective as of the date it is approved by the Village or executed by the Property Owner, whichever is later.
9. By signing below, the person signing on behalf of the Property Owner represents that he has authority to act on behalf of the Property Owner, and has authority to sign this Agreement on the Property Owner's behalf.
10. This Agreement shall be recorded with the Register of Deeds of Washington County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on both parties, their successors or assigns.
11. Whenever in this Agreement the consent or approval of the Village is required, same shall not be unreasonably withheld, conditioned or delayed.

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Grant Duchac
Excel Engineering, Inc.
100 Camelot Drive
Fond du Lac, WI 54935

DECLARATION OF COVENANT FOR
STORM WATER MANAGEMENT
FACILITY MAINTENANCE

THIS DECLARATION OF COVENANT FOR STORM WATER MANAGEMENT FACILITY MAINTENANCE and related covenants is declared and made this 26 day of Sept., 2014 by Germantown LLC ("Developer").

WHEREAS, Germantown LLC as Developer owns the real property described below on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Developer has developed the Property; and

WHEREAS, pursuant to subdivision and/or other applicable approvals, including permit approvals granted by the Village of Germantown, and in accordance with and obedience to conditions of such approvals and the applicable code provisions and Village policies governing storm water management facilities, and in order to insure that the storm water facilities constructed on and serving the Property continue to function according to the design and performance standards which they were constructed to meet, in perpetuity, Developer, for the benefit of itself, its successors in interest and the Property in perpetuity, hereby declares the following covenants, conditions and restrictions relating to the installation and maintenance of the storm water facilities on the subject Property.

WHEREAS, This Agreement includes the following exhibits:

Exhibit A: Legal Description

Exhibit B: Location Map of Stormwater Management Facilities

Exhibit C: Prescribed Facility Maintenance Practices and Procedures

Through this Declaration Developer hereby subjects the Property to the following covenants, conditions and restrictions:

1. Developer and its assigns and successors in interest ("Responsible Party") shall be responsible for the routine and extraordinary maintenance of the storm water management facilities identified in Exhibit B, and shall maintain the storm water management facilities and drainage easements in accordance with Exhibit C.
2. The Village of Germantown, or its designee, is authorized to access the Property as necessary to conduct inspections of the storm water management facilities and drainage easements to ascertain compliance with this Agreement and the minimum storm water management practice maintenance requirements prescribed in Exhibit C.
3. Upon notification to the Responsible Party by the Village of Germantown of maintenance deficiencies which require correction, the specified corrective actions shall be performed by the Responsible Party within a reasonable time frame, as shall be prescribed by the Village Engineer, which shall be no less than thirty (30) calendar days.
4. The Village of Germantown is authorized to perform the corrective actions identified in its inspection report or its notice if the Responsible Party does not make the required corrections within the time period prescribed by the Village Engineer for corrective action. The costs and expenses of such corrective actions shall, in accordance with Section 66.0627 of the

Name and Return Address

Village of Germantown
Attn: Barbara K. D. Goeckner
P.O. Box 337
Germantown WI 53022-0337

Combination of GTNV 324-967 and GTNV 324-965
Parcel Identification Number(s) – (PIN)

Wisconsin Statutes, shall be invoiced to the Responsible Party and if not paid within the time determined by the Village Board, shall be entered on the tax roll as a special charge against the Property, and collected with any other taxes levied thereon for the year in which the work is completed.

5. This Declaration shall run with the Property and be binding upon the Developer and its successors and assigns. This Declaration may not be amended or abrogated in part or whole, without the express written consent of the Village of Germantown.

Dated this 26th day of September, 2014

Owner: GERMANTOWN LLC

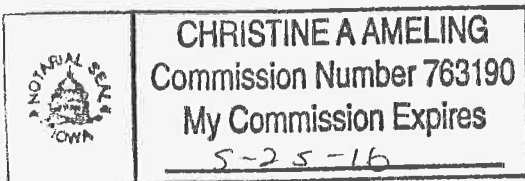
[Signature]
By: David Barker, Its President

Acknowledgements

State of Iowa)

County of Johnson)^{SS}

Personally came before me this 26 day of Sept., 2014, the above named David Barker to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]
Printed: Christine A Ameling
Notary Public
My commission expires: 5-25-16

This document was drafted by:

Grant Duchac
Excel Engineering, Inc.
100 Camelot Drive
Fond du Lac, WI 54935

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Declaration. For a larger scale view of the referenced document, contact the Washington County Register of Deeds office.

Lot 1 of Certified Survey Map No. 6579, recorded in the office of the Register of Deeds for Washington County, Wisconsin on September 5, 2014 in Volume 50 of Certified Survey Maps, at Page 161 – 163 as Document No. 1366488 and being a combination of Lot 1 and Lot 2 of Certified Survey Map No. 2565, being a part of the Southeast 1/4 of the Southeast 1/4, Section 32, Township 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin.

Project Identifier: **Germantown Retail**

Date of Recording: **September 5, 2014**

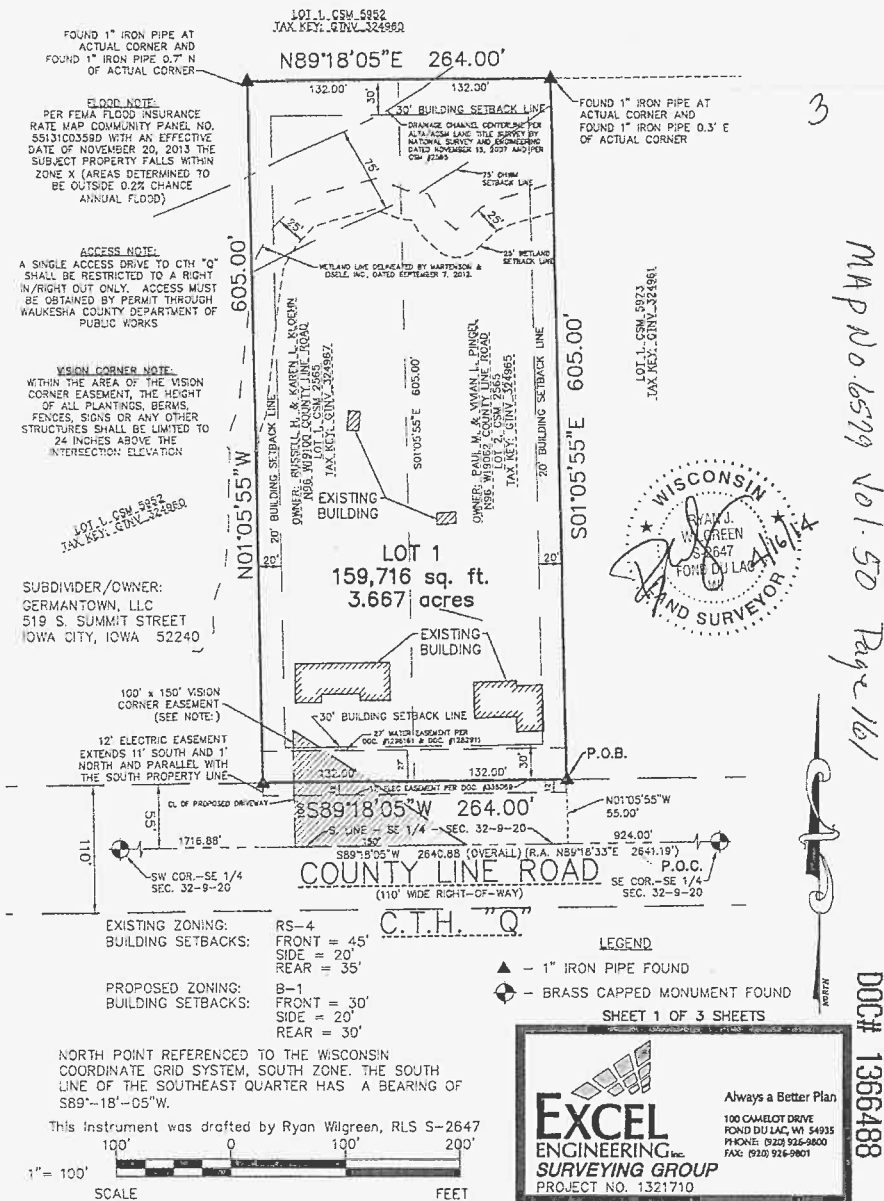
Map Produced By: **Excel Engineering, Inc., 100 Camelot Drive, Fond du Lac, WI**

Legal Description: **See Above**

Recording Fee Paid: \$30.00

FOR

A COMBINATION OF LOT 1 AND LOT 2 OF CERTIFIED SURVEY
MAP NO. 2565, BEING A PART OF THE SOUTHEAST 1/4 OF
THE SOUTHEAST 1/4, SECTION 32, T. 9 N.-R. 20 E.,
VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



MAP NO. 6579 Vol. 50 Page 161

DOC# 1366488

Exhibit B - Location Map

Storm Water Management Facilities Covered by this Declaration

The storm water management practices covered by this Declaration are depicted in the reduced copy of the construction plans, as shown below. The practices include one wet detention basin, all associated pipes, earthen berms and retaining walls, rip rap stabilization, storm sewer and all associate structures, and other components of these practices. All of the noted storm water management facilities are located within Lot 1 of CSM #6579, as noted in Exhibit A.

Owner Name: Germantown LLC
Storm water Practices: Wet Detention Basin
Location of Practices: Lot 1, CSM #6579

Figure 1
Plan View of Storm Water Management Facilities

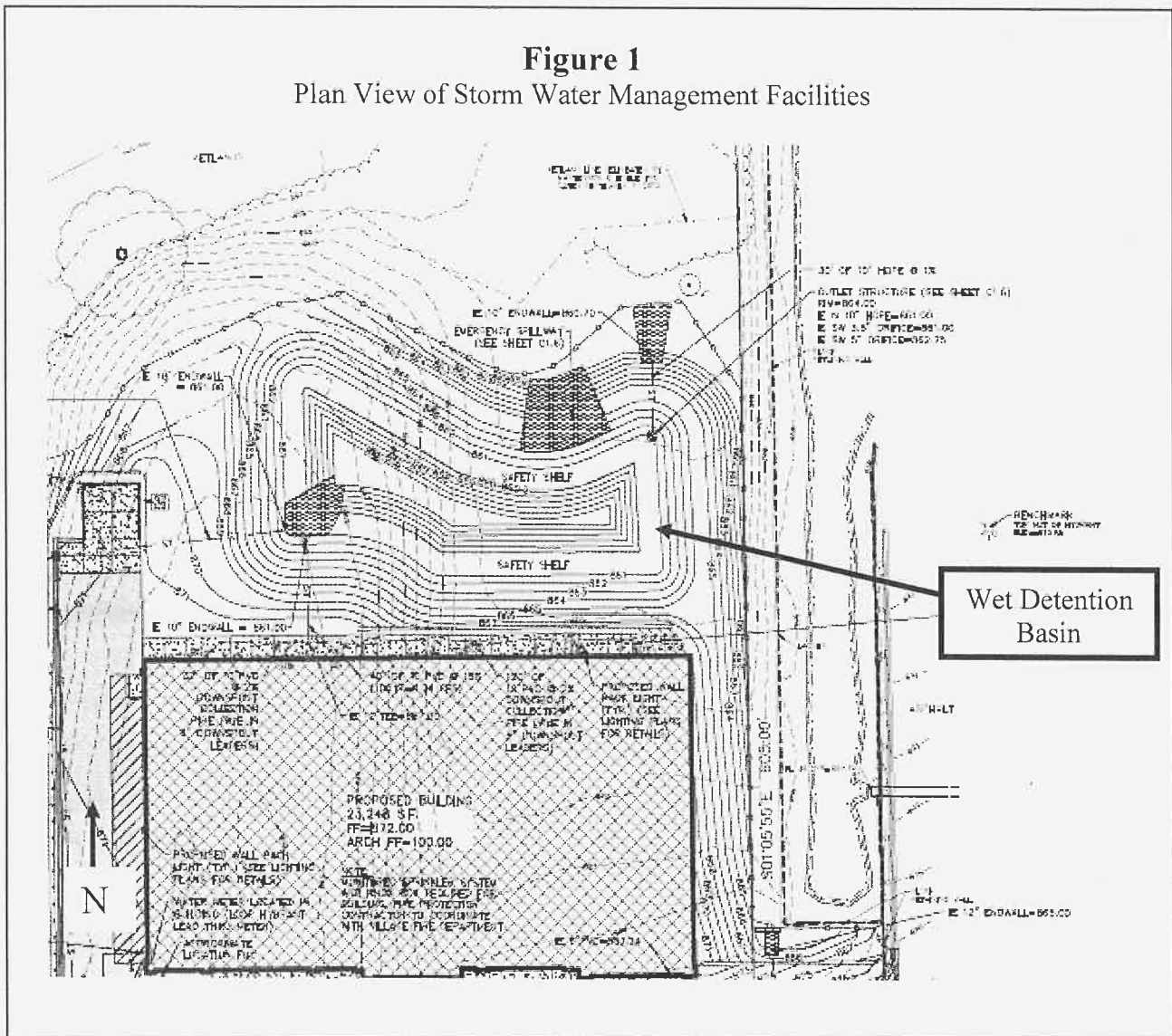


Exhibit C

Minimum Storm Water Management Facility Maintenance Requirements

This exhibit explains the basic function of each of the storm water management facilities shown on Exhibit B and prescribes the minimum maintenance requirements to remain compliant with conditions of development approval, storm water management plan acceptance, and Village ordinances and policies, as well as the rules of MMSD, and the Declaration to which this is appended. The maintenance activities listed below are aimed to ensure these facilities continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the stormwater facilities for maintenance vehicles is shown in Exhibit B. Any failure of a storm water facility that is caused by a lack of maintenance will subject the Party to enforcement of the provisions in this Declaration, by the Village of Germantown.

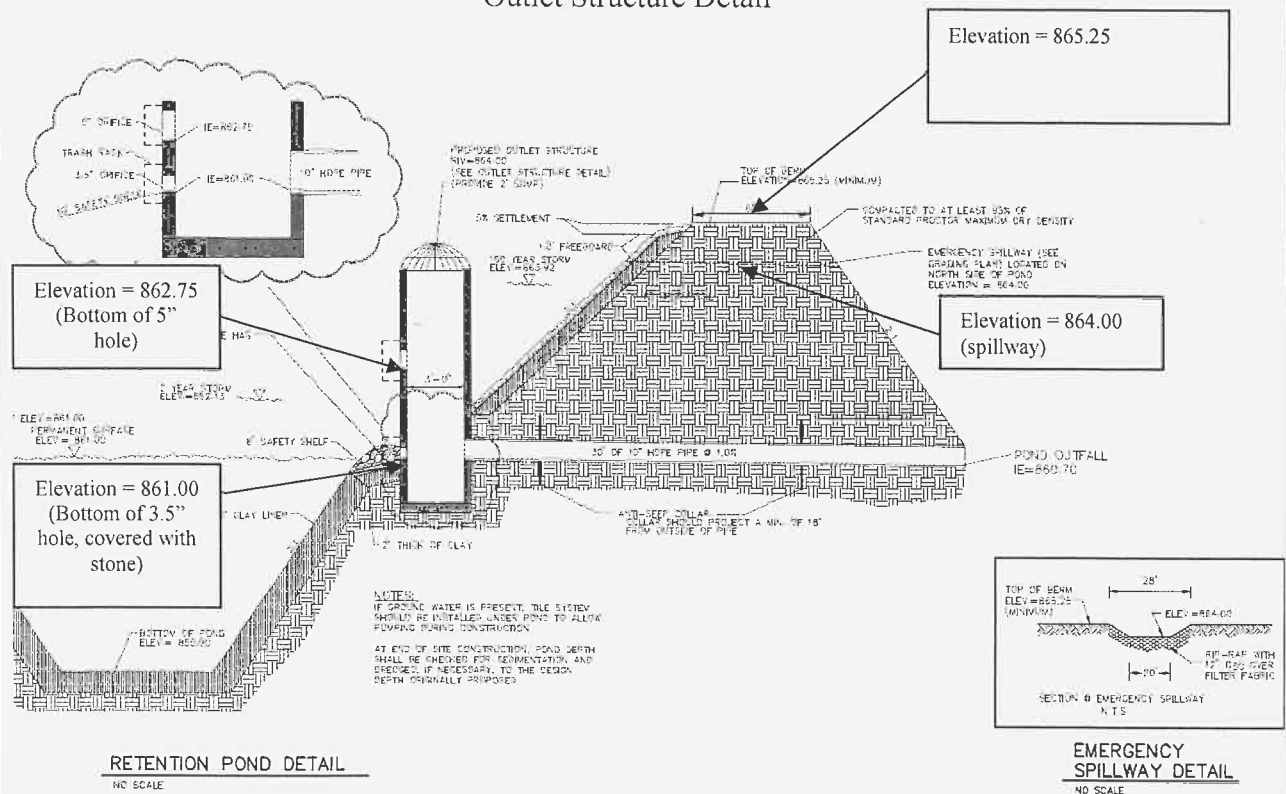
System Description:

The wet detention basin is designed to trap at least 80% of sediment in runoff and maintain MMSD restricted peak flows. The main basin is 6' deep and will trap the suspended sediment. To do this, the pond size, water level and outlet structures must be maintained as specified in this Declaration (see Figures 1, 2 and 3).

The main basin receives runoff from a 2.70 acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by an outlet structure on the north side of the basin (see Figures 1 and 3). On the side of the outlet structure, there is a 3.5-inch drilled hole (orifice) at elevation 861.00 and a 5-inch drilled hole (orifice) at elevation 862.75. This orifice controls the water level at elevation 861.00 and causes the pond to temporarily rise during runoff events. High flows may enter the grated concrete riser or flow over the emergency overflow spillway.

All elevations indicated in Exhibit C represent planned values and are presented in feet above mean sea level (NAD 1929). These are required to be field verified upon construction. Actual elevations (and more detailed information on the designs) can be obtained by contacting the Village of Germantown, and can be used as a reference point during maintenance inspections.

Figure 3
Outlet Structure Detail



X.D

**VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: Monday, December 1, 2014

AGENDA ITEM: New Business

ITEM TITLE: Authorization to Hire Fulltime Recreation Supervisor

SUBMITTED BY: Justin Casperson, Park & Recreation Director 

SUMMARY EXPLANATION:

On November 26, 2014 Recreation Supervisor Joe Masiarchin resigned after 17 years of employment (10 years part-time, 7 years full-time) with the Village of Germantown. Joe has a storied and cherished history with the Village. Joe was instrumental in the implantation and development of the Community's before and after school care program called Kids Klub. He won several awards for his work on Special Events such as: W-W-W-Wipe Out, Amazing Race, and the Department's Promotional Video. In 2013 Joe was recognized as "Young Professional of the Year" by the Wisconsin Park and Recreation Association. Also, Joe was critical in the establishment of the Village's website and was a valuable asset for the Village's information technology operation. Joe's work and presence in the Village will be sorely missed. I want to thank Joe on behalf of the Village for his time and dedication to the Village of Germantown.

In order to avoid any major obstructions in operations the Department is seeking to fill the vacancy as soon as possible. The goal is to have a person hired by February 1, 2015.

ATTACHMENT:

Employee Vacancy Justification Worksheet
Job Description
Organization Structure
Letter of Resignation

RECOMMENDATION:

To fill the vacancy of the Village's Recreation Supervisor position.

EMPLOYEE VACANCY JUSTIFICATION WORKSHEET

All positions left vacant by retirement, quitting, or termination need to complete the following worksheet before the vacant position may be advertised or filled. This worksheet shall not pertain to temporary, seasonal, and sworn public safety employees.

Position to be filled: Recreation Supervisor

Department: Park & Recreation

Pay: Pay Grade 10: \$38,766 – \$47,690 (Current \$43,844)

How long was the previous personnel in position: 17 years of employment (10 years part-time, 7 years full-time)

Can the Position be:

Deferred for a period of time? ☐ Yes ☒ No:

Why: The current employee will be resigning on January 2, 2015. The position has a very high level of responsibility with the day to day operations of the Before and After School Care Programs, Special Events and Recreation Activities. It is imperative the position is fill quickly to avoid obstructions in operation. The goal is to have a person in place by February 1, 2015.

Transferred or shared with existing staff: ☐ Yes ☒ No:

Why: It is not feasible to transfer or share the position with other Departments as workloads dictate a standalone full-time position. The stand position requires the individual to master the many of the Department's procedures and regulations in a fast pace and highly evolving environment.

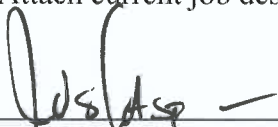
Consolidated with another position? ☐ Yes ☒ No:

Why: The position cannot be consolidated as workloads dictate a fulltime position.

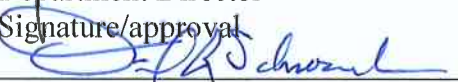
Privatized/Contractual? ☐ Yes ☒ No:

Why: The position reports directly to the Department Director. It is important the individual adheres to the duties assigned. A person from a private company may not function properly if all other co-workers are not privatized.

Attach current job description and department organizational chart.



Department Director



Village Administrator
Signature/Approval

11/26/14

Date

11-26-14

Date

RECREATION SUPERVISOR

GENERAL STATEMENT OF DUTIES:

Responsible for the planning, coordinating and supervising of the year-round public recreational activities for all ages; performs related work as required.

DISTINGUISHING FEATURES OF THE CLASS:

The work entails the general planning, development and supervision of recreation programs at various locations throughout the Village. Introduces staff to programs, equipment and facilities, trains personnel and assists the Park & Recreation Director in interpreting the recreational needs of the community.

SUPERVISION RECEIVED:

Works under the general supervision of the Park & Recreation Director.

SUPERVISION EXERCISED:

Exercises supervision over the various seasonal recreation program staff.

EXAMPLES OF DUTIES PERFORMED: (Illustrative Only)

- Assists the Director with the promotion, planning, coordinating and evaluation of the year-round recreation programs and activities;
- Recruits, interviews, and recommends to the Director the specific personnel to be hired for the recreation programs;
- Trains, advises, and evaluates the recreation program employees. Supervises program coordinators, part-time and seasonal employees in the implementation of the recreation programs;
- Plans, organizes and supervises (either directly or indirectly through program staff) the recreation programs. Evaluates all programs, including equipment and facility needs, and makes related program policy recommendations to the Director;
- Schedules and coordinates the use of facilities utilized for recreation programs including parks, schools, etc.
- Recruits, trains, and supervises volunteer coaches assigned to the recreation programs. Assists the Director with the implementation of the WYSCO Youth Sport Coaches Organization Certification program within the community;
- Serves as department representative on the Germantown Youth Futures Board of Directors;
- Works with the Youth Futures Activities Sub-Committee in the planning, organizing, and supervising of recreational activities for teens of the community;
- Serves as department representative and treasurer for the Kids Klub After School Program Committee;
- Assists the Director in preparing and maintaining the recreation department budget;
- Prepares and justifies program budgets and makes recommendations to the Director on fees and charges;

- Submits financial reports on revenues and expenditures at conclusion of programs;
- Assists with various administrative functions including billing, payroll, ordering of equipment and supplies;
- Prepares and implements communications and promotional materials for the recreation programs;
- Prepares the seasonal recreation program brochures;
- Assists in the planning and coordinating of registration for seasonal recreation programs;
- Assists the director in evaluating existing programs and determining the need and scope of future recreation programs;
- Responds to citizen requests and complaints concerning recreational activities;
- Maintains a friendly and cooperative relationship with Village and School District officials and staff, community organizations and the public;
- Attends various meetings as required with the recreation programs or as requested by the Park & Recreation Director;
- Performs other related duties as directed by the Park & Recreation Director.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:

Good knowledge of philosophies, practices and principles of public recreation in order to develop, coordinate, implement, supervise and evaluate year-round activities for all ages; ability to hire and supervise seasonal and part-time employees, provide training and evaluate performance; ability to prepare and maintain a program budget; knowledge of facilities and equipment necessary in public recreation programs in order to determine needs, make recommendations to the Director and ensure proper maintenance; ability to develop and maintain an effective relationship with the public; ability to communicate both verbally and in writing. Computer literate and capability to work with various computer programs such as Rec Trac, Word, ~~Word Perfect~~, Publishing Programs, etc.

DESIRED EXPERIENCE AND TRAINING:

Some experience in coordinating and supervising recreation activities, preferably in a community setting; Bachelor's Degree in Recreation Administration, Physical Education or related fields; one-two years in public recreation program planning and supervision preferred; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities; National Certification through the NRPA (National Recreation & Park Association) as a Certified Park & Recreation Professional is desired.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

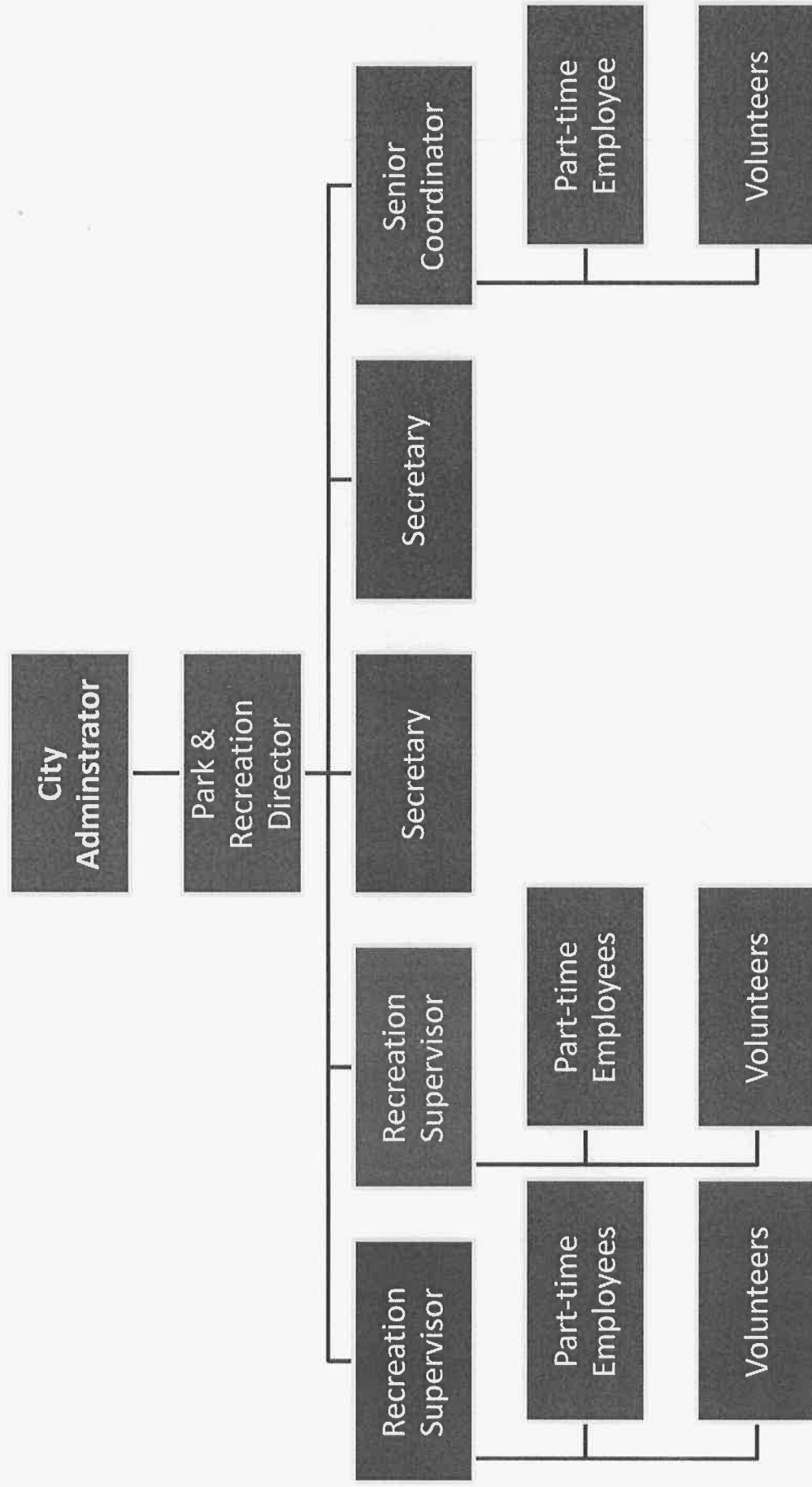
The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This work environment has a moderate noise level.

Prepared by:	Mark Schroeder, Park & Recreation Director January 11, 1994
Approved by:	Park & Recreation Commission January 11, 1994
Updated:	12/18/95
Updated:	11/20/96
Updated:	06/21/02 by Juliene Hefter

PARK & RECREATION DEPARTMENT ORGANIZATION CHART



X.E

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. _____-14

A RESOLUTION AUTHORIZING A REFERENDUM FOR THE VILLAGE
OF GERMANTOWN TO ALLOW THE VILLAGE TO EXCEED THE
STATE IMPOSED LEVY LIMIT BEGINNING WITH THE 2015
LEVY (COLLECTED IN 2016) AND ON AN ONGOING BASIS

WHEREAS, the State of Wisconsin has imposed limits on town, village, city and county property tax levies under Wis. Stat. § 66.0602; and

WHEREAS, Wis. Stat. § 66.0602 limits the increase in 2015 to the local property tax levy to no more than the greater of (a) 0% of last year's actual levy or (b) a percentage equal to the percentage change in equalized value due to new construction less improvements removed; and

WHEREAS, the Board of Trustees of the Village of Germantown, Washington County believes it is in the Village's best interest to exceed the state levy limit as described above by a greater percentage than allowed by statute; and

WHEREAS, the Village of Germantown actual levy in 2014 (collected in 2015) was \$11,167,017; and state law would limit the increase to \$0.00 for a total allowable 2015 (collected in 2016) village tax levy of \$11,167,017, plus any increase allowable resulting from the percentage change in equalized value due to new construction less improvements removed; and

WHEREAS, The Village Board of the Village of Germantown believes that it is in the best interest of the Village to exceed the allowable levy limit described above for the purposes of paying for staffing of the Fire Department;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, do hereby support an increase in the village tax levy for 2015 (to be collected in 2016) to exceed the state levy limit. The village board intends that the levy increase be applied on an ongoing basis by including it in the base used to calculate the limit for 2015 as well.

BE IT FURTHER RESOLVED that the question of increasing the village tax levy for 2015 (to be collected in 2016) by 8.96 percent, which would increase the village levy up to a maximum amount \$1,000,564.72 over the past year's levy, for a village tax levy of \$12,167,581.72, shall be submitted to the electors in a referendum at a special referendum election to be held on April 7, 2015. The referendum question to be placed on said ballot shall read as follows:

“Referendum Question

Under state law, the increase in the levy of the Village of Germantown for the tax to be imposed for the 2016 fiscal year is limited to 0 percent (0%) of this year's actual levy or a percentage equal to the percentage change in equalized value due to new construction less improvements removed, which results in a levy of \$11,167.017. Shall the Village of Germantown be allowed to exceed this limit and increase the levy for the 2016 fiscal year, and on an ongoing basis thereafter, by a total of 8.96 percent, which results in a 2015 levy of \$12,167,581.72?

Explanatory Statement and Effect of Vote

A “yes” vote allows the Village Board to exceed the state imposed levy limits to provide additional funding to pay for staffing of the Germantown Fire Department.

A “no” vote does not allow the Village Board to exceed the state imposed levy limits to provide additional funding to pay for staffing of the Germantown Fire Department.”

The results of the referendum shall be binding upon the Village of Germantown and certified to the Wisconsin Department of Revenue, as required by Wisconsin Statutes Section 66.0602(4)(d); and,

BE IT FURTHER RESOLVED that the Village Clerk shall provide the County Clerk with a certified copy of this Resolution so as to ensure that the referendum question can be placed on the April 7, 2015 election ballot for all wards within the Village of Germantown.

Introduced by Trustee:

Adopted: August 18, 2014

Vote: Ayes:

Nays:

Absent:

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk