VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: **MONDAY, December 5, 2016 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. Approval of Village Board Minutes: November 21, 2016 Regular Village Board Meeting

B. Accounts payable/payroll

1.	November 25, 2016	Accounts Payable	$	90,124.96
2.	November 29, 2016	Payroll (hourly)	$	228,194.45
3.	November 30, 2016	Payroll (salary)	$	84,532.92

C. Operator Licenses: December 6, 2016 to June 30, 2017:
Carolyn F. Feuerstahler; James H. Milkie [Recommended Approval]

The following items were forwarded from the General Government and Finance Committee with a unanimous recommendation:

D. Request Approval of Amendment to Techware PC, LLC Tower Lease Agreement to change Water Tower #2 to Water Tower #3 [Recommended Approval]

VIII. **UNFINISHED BUSINESS:** None.

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).*** None.

X. NEW BUSINESS:

A. Discussion/Action on PILOT Agreement with Presbyterian Homes

B. Appointment of Assessor for the 2017-20XX Assessment Years and Authorization for Village Administrator and Attorney to negotiate a Contract with the Same

C. Request to Reschedule or Cancel the February 20, 2017 Village Board Meeting Due to the Clerk's Office Election Duty Requirements

XI. ADJOURNMENT

The next Village Board meeting will be on December 19, 2016 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 21, 2016

CALL TO ORDER: The meeting was called to order at 7:02 p.m. by President Wolter.

ROLL CALL: President Wolter, Trustees Campbell, Hughes, Miller, Myers, Warren and Zabel. Absent and excused: Trustees Baum & Kaminski. (Trustee Baum arrived at 8:25 p.m.) Also present: Attorney Sajdak, DPW Director Ratayczak, CDD/Planner Retzlaff, and Clerk Goeckner

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

PRESIDENT'S REPORT: None.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/COMMITTEE REPORTS: Trustees announced upcoming meetings and events. Village Clerk Goeckner gave a report on the November 8th Election and thanked all involved in helping to make it a success.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:
Chris Yatchak - Chief Election Inspector of District 4 – On behalf of all Chief Inspectors and Alternate Chief Inspectors, commend Clerk and Deputy Clerks for their work with the elections. Elections run smoothly and efficiently because of their work. Proud to work with them.

Lynn Grgich – on behalf of Chamber, Thanked all for the support and assistance with the Christmas Festival on November 12th. Run/walk, parade and tree lighting, with so many different pieces pulled together by so many unseen people. Thank all for their hard work. President Wolter thanked Grgich for her work in putting this successful event together.

CONSENT AGENDA:

A. Approval of Village Board Minutes: September 19, 2016, October 3, 2016 and October 17, 2016 Regular Village Board Meetings

B. Accounts payable/payroll

1.	October 18, 2016	Payroll (hourly)	$ 208,350.87
2.	October 25, 2016	Accounts Payable	$1,491.225.12
3.	October 31, 2016	Payroll (salary)	$ 84,337.91
4.	October 2016	Accounts Payable	$ 412,901.50
5.	November 1, 2016	Payroll (hourly)	$ 223,788.50
6.	November 10, 2016	Accounts Payable	$1,152,452.10
7.	November 15, 2016	Payroll (salary)	$ 295,680.52

C. Operator Licenses: November 22, 2016 to June 30, 2017:
Sandra M. Brown, Adam T. Maciejczak, Kaitlin M. Malliet, Dustin A. Davis, Jeffrey C. Davis and Jennifer L. Heisdorf [Recommended Approval]

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

D. Request for Approval to Pay Invoice from Washington County Highway Department in the Amount of $27,067.32 for Centerline and Edge Line Painting at Various Locations Within the Village. Funds to be allocated from Acct. #10-542-530-3540[Recommended Approval]

CONSENT AGENDA continued:

E. Request for Approval to Pay Invoice from Stark Asphalt in the Amount of $8,065.24 for Hot Mix Asphalt Used to Patch Various Locations Within the Village. Funds to be Allocated from Acct. #10-542-530-3510 [Recommended Approval]

F. Request for Approval to Purchase LED Lights for the Library from 1st AYD for an Amount of $7,250.27 with Funds to be Allocated from Acct. #10-519-570-8251 [Recommended Approval]

The following items were forwarded from the General Government and Finance Committee with a unanimous recommendation:

G. Request Approval to Amend the Salary **Resolution No. xx-16** for FLSA Overtime Rule, Defining and Delimiting the Exemptions for Executive, Administrative, professional, Outside Sales and Computer Employees [Recommended Approval]

H. Request for Approval of 2017 Health and Dental Plan Renewals to Renew with Gerber Life at Current Level of Medical & RX - $45,00 Specific and to Partner with Delta Dental as an Overlay network to our Self Insured Dental Plan [Recommended Approval]

I. Request Approval of Transcendent Technologies Software Maintenance Agreement for Tax Receipting and Pet Licensing Program [Recommended Approval]

J. Request Approval of **Resolution No. xx-16** Amending the 2010 Commitment and Assignment of Special Revenue Fund Balances Resolution, Establishing a Separate Fund for Police Department Honor Guard [Recommended Approval]

MOTION (Baum/Myers) to approve Consent Agenda, Items A-J, roll call vote, carried.

UNFINISHED BUSINESS: None.

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. 2017 Budget and 2016 Tax Levy

Finance Director Kim Rath provided a summary of the proposed 2017 Budget and Tax Levy

President Wolter opened the public hearing at 7:21 p.m.
No one spoke regarding the proposed budget.
President Wolter closed the public hearing at 7:22 p.m.

NEW BUSINESS:

A. Request Approval of 2017 Fireworks Contract
MOTION (Baum/Warren) approve as presented, roll call vote, carried.

B. Request Approval of Germantown Crusherz Softball Field Usage Agreement 2017-2018
MOTION (Baum/Miller) approve as presented, carried.

C. Request Approval of Diamond Club Baseball/Softball Field Usage Agreement 2017-2018
MOTION (Baum/Miller) approve as presented, carried.

D. Request Approval of Germantown Hawks Football Field Usage Agreement 2017-2019
MOTION (Baum/Warren) approve as presented, carried.

NEW BUSINESS continued:

E. Request Approval of **Ordinance No. xx-16** Creating Section 3.15 of the Germantown Municipal Code Establishing a Public Improvement Reserve Fund
MOTION (Baum/Myers) to approve as presented. Trustee Zabel provided information on creation of the reserve fund. No money transferred now. Create fund for future capital investments. Discussion of funding. **Carried.**

F. Request Approval of **Resolution No. xx-16** Adopting the 2017 Budget & 2016 Tax Levy
MOTION (Kaminski/Miller) to approve as presented. Discussion. **Roll call vote, 7 yes, 2 opposed (Baum, Zabel), carried.**

G. Request Approval of **Resolution No. xx-16** Authorizing the Placement of Special Charges on the 2016 Tax Roll Against Certain Properties
MOTION (Baum/Zabel) approve as presented, carried.

H. Request Approval to Purchase 18' Tandem Trailer from Miller Bradford
MOTION (Kaminski/Myers) to approve as requested. Discussion. **Roll call vote, 8 in favor, 1 opposed (Zabel), carried.**

I. Request Approval to Fill the Upcoming Vacancy of Water Superintendent
MOTION (Baum/Warren) to approve the request as presented. Discussion of needs. **Roll call vote, 7 in favor, 2 opposed (Myers, Zabel), carried.**

J. Set 2017 Village Board Meeting Dates and Consider Cancellation of Certain Meetings Due to Holidays Etc.,
MOTION (Baum/Myers) to approve as presented and cancel all 4 of these meetings. Discussion: Village ordinance requires different method. **MOTION (Kaminski/Zabel) to amend to take each date one at a time.** Discussion of need for meetings to be responsive to requests for board meetings. Ability to schedule a Special Village Board meeting if needed after having been cancelled. **Motion to amend 8 in favor, 1 opposed (Hughes), carried. MOTION (Zabel/Hughes) to amend to cancel January 2, 2017 Village Board meeting and leave other dates open.** Discussion. **6 in favor, 3 opposed (Kaminski, Miller, Wolter), carried. MOTION (Baum/Hughes) to amend to cancel February 20, 2017 and April 3, 2017 due to elections.** Discussion. **4 in favor, 5 opposed (Campbell, Kaminski, Myers, Wolter, Zabel) motion fails. Original motion, carried.** Trustee Zabel requested Attorney Sajdak to review Village Ordinances for rescheduling meetings.

ADJOURNMENT
There being no further business, the meeting adjourned at 7:51 p.m.

____

Barbara K. D. Goeckner MMC/WCPC
Village Clerk

X.A.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: December 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: PILOT Agreement-Presbyterian Homes

SUBMITTED BY: Dave Schornack, Village Administrator

SUMMARY EXPLANATION:

This item has been placed on the agenda to consider a Payment in Lieu of Taxes (PILOT) agreement with Presbyterian Homes. Attached is the proposed PILOT agreement.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER__X__

Presbyterian Homes Payment in Lieu of Taxes Agreement

RECOMMENDATION:

As desired

AGREEMENT REGARDING VILLAGE SERVICES

THIS AGREEMENT REGARDING VILLAGE SERVICES (this "**Agreement**") is made as of the Effective Date (hereinafter defined) by and between the **Village of Germantown,** a municipal corporation under the laws of the State of Wisconsin (hereinafter sometimes called the "**Village**"), and **PHW Germantown, Inc.,** a Wisconsin nonstock corporation (hereinafter sometimes called the "**Corporation**").

RECITALS

WHEREAS, the Corporation is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Corporation intends to acquire, construct and develop a senior housing campus (the "**Project**") containing a "continuum of care" consisting of senior apartments, assisted living, memory care and skilled nursing care on land (the "**Property**") legally described on the attached Exhibit A located within the Village limits; and

WHEREAS, the portion of the Property that will be utilized by the Project is less than 10 acres and is depicted on Exhibit B attached to this Agreement; and

WHEREAS, the Project will be completed in phases; it is anticipated that, when completed, certain phases, as identified on the attached Exhibit C, will be subject to property taxation and will pay property taxes; while other phases also identified on Exhibit C are intended to be exempt from property taxation under Wisconsin Statutes Section 70.11(4), and as such, will not pay property taxes; and

WHEREAS, under Wisconsin Statutes § 70.11(4a), (4b) or (4d), the Property, or portions thereof, may be exempt from the imposition of general property taxes, but will enjoy the same level of municipal services as provided for similar properties in the Village; and

WHEREAS, as long as the Corporation operates the Project within the Village, it is willing to make a payment in lieu of taxes ("**PILOT**") for the Property in recognition of the municipal services the Property will receive and benefit from on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

ARTICLE I
REPRESENTATIONS, ETC.

Section 1.01. Representations by the Village. The Village makes the following representations as the basis for its undertakings herein:

(a) The Village is a Municipal corporation duly organized and existing under the laws of the State of Wisconsin.

(b) The execution, delivery and performance of this Agreement by the Village does not violate any agreement, law, rule, regulation or any court order or judgment in any litigation to which the Village is a party or by which it is bound.

(c) The Village has been duly authorized to enter into this Agreement and to perform the terms hereof.

Section 1.02. Representations by the Corporation. The Corporation makes the following representations, warranties and covenants:

(a) The Corporation is a nonprofit corporation duly organized and existing under the laws of the State of Wisconsin.

(b) There is no litigation pending, or to the best of its knowledge threatened, against the Corporation affecting its ability to develop and operate the Project or to carry out the terms of this Agreement.

Section 1.03. Incorporation of Whereas Clauses. The parties hereby acknowledge that the above whereas clauses are part of this Agreement.

ARTICLE II
PAYMENT FOR VILLAGE SERVICES

Section 2.01. Village Services. The Village hereby agrees to provide the Corporation for all of the services that it provides to property owners and the public in general within the Village limits (referred to generally herein as the "**Village Services**").

Section 2.02. Exempt Status. The Village Assessor may determine that the Property (or at least all portions of the Property used by the Corporation for the Project) qualifies for real and personal property tax exemption under Wisconsin Statutes § 70.11. The Village Assessor may review the Property's exempt status under Wisconsin Statutes § 70.11 from time to time with the respective January 1 dates being the determination dates for those exemption reviews. If the Village Assessor determines that the use or ownership of the Property has changed or is not tax-exempt as of the determination date in any particular year such that the Property no longer qualifies in whole or in part for exemption from property tax for the year in which the determination is made: (i) the Village will provide notice of such determination to the Corporation no later than May 15 of that year, (ii) this Agreement shall terminate with respect to that and any subsequent years for which exemption no longer applies, and (iii) if a PILOT payment has been made for that year (as distinguished from one made in that year but for a preceding year), the Village shall promptly refund any such PILOT payments made. If the Corporation disagrees with the Village's determination that the Property no longer qualifies (or the extent to which it no longer qualifies) for property tax exemption, the Corporation may challenge such determination by any procedure provided under Wisconsin law for similarly situated property. For purposes of this Agreement, the

Village and the Corporation acknowledge and agree that separate process and application for the determination and grant or denial of any tax exemption, shall be required in a manner consistent with applicable law. Accordingly, this Agreement and its terms and provisions shall not be utilized, interpreted or construed to favor, support, oppose or impair, or otherwise provide evidence for any such other process or application or determinations. Further, the terms and provisions of this Agreement are the result of the contributions of all parties and as such, there shall not be any application of any rule of construction favoring or disfavoring any designated drafter. In the event the Corporation shall file for a property tax exemption and Village shall contest such property tax exemption, the Corporation and Village agree that the substantially prevailing party in such contest shall be entitled to receive from the substantially nonprevailing party all of the prevailing party's costs incurred in such action or proceeding, including, without limitation, the prevailing party's reasonable attorneys' fees. The Village and the Corporation further agree that the court presiding over such action is authorized to include an order for such relief as part of its decision in the underlying action and, to the extent that the prevailing party is the Corporation, this shall be deemed as part of such action and the Corporation shall not be required to file a separate notice of claim under Section 893.80 of the Wisconsin Statutes.

Section 2.03. Payment for Village Services. In each calendar year in which no property taxes are payable with respect to any portion of the Property because of exemption from payment of property taxes, the Corporation shall make a PILOT Payment to the Village equal to the amount the Village would have received for Village Services if the exempted portion of the Project (the "**Exempt Property**") were not exempt from property taxation. The Village Services Payment shall be calculated as hereinafter provided.

(a) The Corporation and the Village stipulate and agree that such amount is fair compensation for the Village Services. The Corporation agrees that payment for any special assessments or connection charges shall be made in addition to the PILOT Payment and it is further agreed that the Village shall not be limited, restricted or prohibited from levying, imposing and collecting special assessments and/or connection fees or service charges against the Property.

(b) The PILOT Payment shall be made in two equal installments due on January 31 and July 31 of each year, or on such other dates as are established from time to time by law for the payment of ad valorem property taxes in Wisconsin. In the event payment is not made when due, the Corporation shall also pay penalties and interest computed as provided in Wisconsin Statutes, as amended from time to time, for delinquent property tax payments.

Section 2.04. Computation of PILOT Payment. The Village Administrator or the Administrator's designee shall compute the amount of the PILOT Payment annually and advise the Corporation of the amount due in such year and of the manner in which such amount was computed as early as practicable. The annual PILOT Payment shall be computed as the product of the Annual Market Value of the Exempt Property times the Annual Local Tax Rate (hereinafter defined). Attached for illustration purposes only as Exhibit D is an illustration of this computation.

(a) The Annual Market Value of the Exempt Property means the valuation of the Exempt Property as of January 1 of the year for which the payment amount is being computed. This valuation shall be determined in accordance with the following Sections 2.05 through 2.08.

(b) The Annual Local Tax Rate means the local tax rate for the Village determined in accordance with applicable provisions of Wisconsin Statutes that pertain to the taxation of residential housing property.

Section 2.05. Market Value. For purposes of this Agreement, the market value of the Exempt Property shall be as determined by the Village Assessor after the Exempt Property is granted exemption. In the event the Village Assessor has not determined a new value for any given year, the value for such year shall be the value determined by the Village Assessor for the previous year.

Section 2.06. Appeal of Valuation. The market value of the Exempt Property as determined by the Village Assessor from time to time after the Exempt Property is granted exemption may be appealed by the Corporation as follows: within ninety (90) days after receiving notice of the market value of the Exempt Property as determined by the Village Assessor, the Corporation may send notice to the Village that it objects to such determination and stating its opinion as to the true market value of the Exempt Property. If the Village and the Corporation cannot within thirty (30) days after the date of said notice and after good faith negotiations agree upon the market value of the Exempt Property, then the Corporation may appeal to the Village Board for an adjustment in the Village Assessor's value. If the Corporation is unsatisfied with the determination by the Village Board, the parties shall each name an appraiser and the two named appraisers shall jointly select a third appraiser who shall value the Property to establish the market value; the value of the Property shall be the average of the two values computed by the three appraisers that are closest in amount, with such value being binding on both parties. The third appraiser shall, at a minimum, hold an MAI designation from the Appraisal Institute. The parties shall each pay 50% of the cost of the third appraiser except that if the market value is determined to be within 5% of the assessor's valuation, then the Corporation shall be 100% of the cost. In the event the two appraisers are not able to agree upon a third appraiser, then the Corporation may appeal the valuation to the Circuit Court for Washington County.

Section 2.07. Legislative Changes. In the event the methods and procedures for determining property taxes are altered by the Wisconsin State Legislature such that the methods and procedures set forth in this Agreement are no longer adequate to permit the parties to adequately and fairly calculate the amount of the PILOT Payment, the parties shall negotiate in good faith an amendment to this Agreement.

Section 2.08. Alterations. In the event the Exempt Property is substantially altered or damaged such that the market value as established pursuant to the provisions hereof is no longer a reasonably accurate estimate of the market value of the Exempt Property, the parties shall negotiate in good faith an equitable adjustment of such market value and reduce their agreement thereto in writing.

Section 2.09. Effective Date. The "**Effective Date**" of this Agreement shall be the date the Agreement is approved by the Village Board of Trustees or the date it is signed by the Corporation, whichever is later.

Section 2.10. Term. This Agreement shall terminate effective on the December 31 of the year immediately prior to the year during which the Village Assessor concludes that as of or prior to the determination date any of the following events has occurred:

(a) The Village determines that the Property no longer qualifies for property tax exemption pursuant to Section 2.02 of this Agreement;

(b) Enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property;

(c) Repeal by the State of Wisconsin of the property tax exemption for the Property and other similarly situated property;

(d) Sale or conveyance of the Property by the Corporation to a third party that is not a not-for-profit organization qualifying for exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

(e) The acquisition of the title to or the attainment of mortgagee status by the United States Department of Housing and Urban Development.

ARTICLE III
MISCELLANEOUS

Section 3.01. Governing Law. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Section 3.02. Time is of the Essence. Time shall be of the essence of this Agreement.

Section 3.03. Counterparts. If this Agreement is executed by any number of counterparts, each which shall be an original, but all of which shall constitute one in the same instrument.

Section 3.04. Interpretation; Severability. If any one or more of the provisions, sentences, phrases or words of this Agreement or any application thereof shall be held or determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining phrases, sentences, phrases or words of this Agreement and any other application thereof shall in no way be affected or impaired and shall remain in full force and effect.

Section 3.05. Successors and Assigns. This Agreement is binding on and inures to the benefit of the successors and assigns of the parties hereto and shall run with the land, provided said successors and assigns qualify for continued tax exempt status under Wisconsin Statutes.

Section 3.06. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the following address:

The Village:	Village of Germantown Attn: Village Administrator N112 W17001 Mequon Road Germantown, Wisconsin 53022
The Corporation:	PHW Germantown, Inc. Attn: Chief Financial Officer 2845 North Hamline Avenue Roseville, Minnesota 55113

or at such address as either party may, from time to time, designate in writing and forward to the other party.

Section 3.07. Enforcement. The Corporation's obligations under this Agreement upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date referenced above.

VILLAGE OF GERMANTOWN

Approved by the Board of Trustees of the Village of Germantown on the _____ day of _____________, 2016.

By:_______________________________	By:_______________________________
Its: _________________, Village President	Its: _________________, Village Clerk
Date:_____________________________	Date:_____________________________

PHW GERMANTOWN, INC.

By:_______________________________

Its:_______________________________

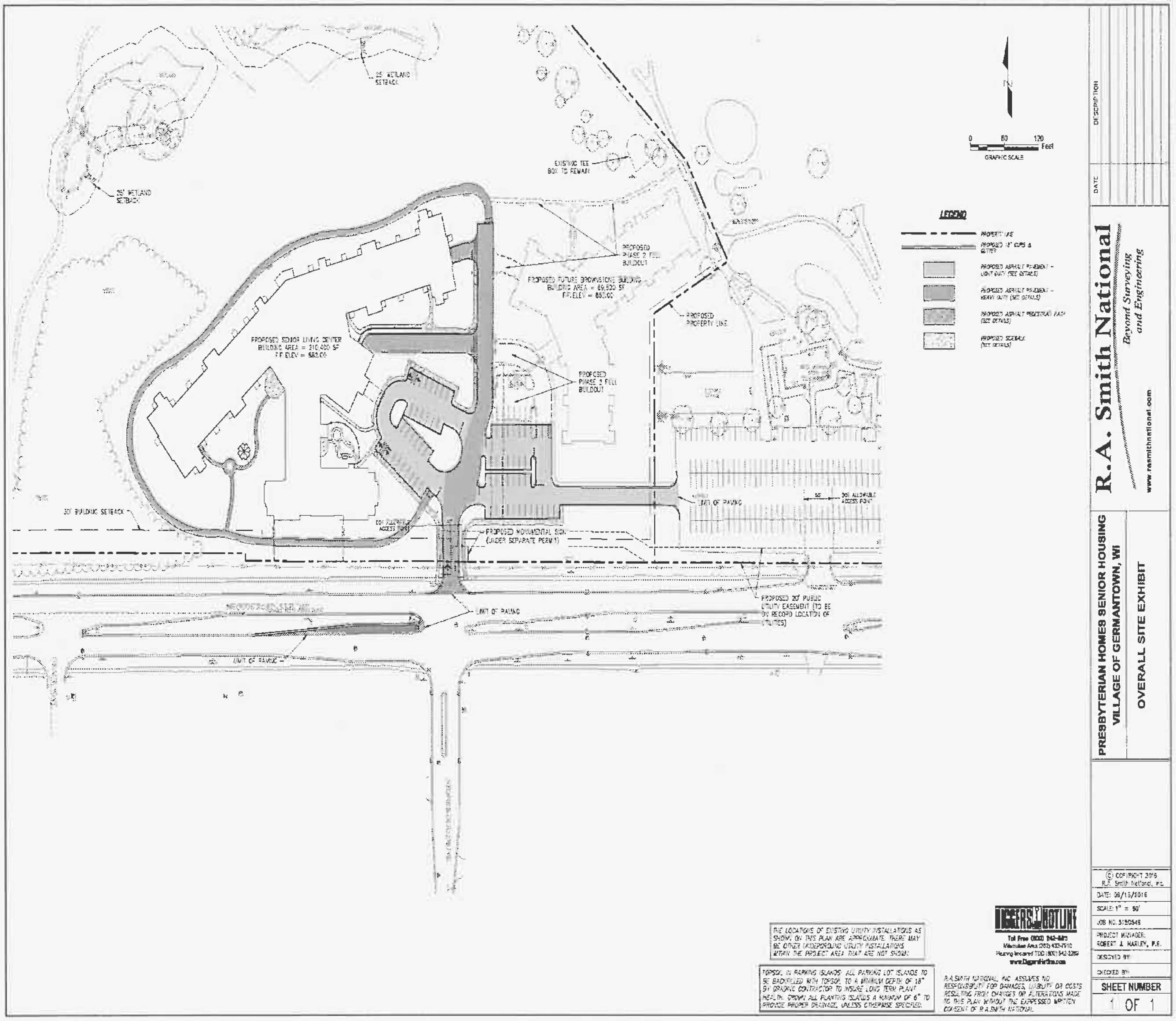
Date:_____________________________

EXHIBIT A

LEGAL DESCRIPTION

A part of Lots 2 and 3 in Certified Survey Map No. 6177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

EXHIBIT B


R.A. Smith National
Beyond Surveying and Engineering
www.rasmithnational.com
PRESBYTERIAN HOMES SENIOR HOUSING
VILLAGE OF GERMANTOWN, WI
OVERALL SITE EXHIBIT
SHEET NUMBER
1 OF 1

Land Utilized by Improvements

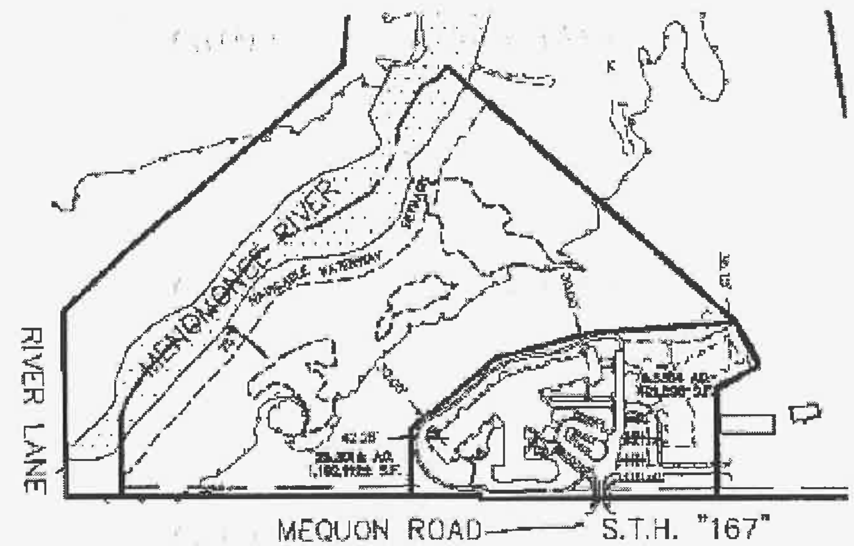
EXHIBIT C

PROPOSED P.I.L.O.T. LINE

A part of Lots 2 and 3 in Certified Survey Map No. 5177, being a part of the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the NE 1/4 and the NE 1/4, SE 1/4, NW 1/4 & SW 1/4 of the SE 1/4 of Section 21 and part of the NW 1/4 and SW 1/4 of the NW 1/4 of Section 22, all being in Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

October 18, 2016 Exhibit No. 193892

R.A. Smith National, Inc.



0 350 700 Feet

GRAPHIC SCALE

R.A. Smith National, Inc.

Beyond Surveying and Engineering

16745 W. Bluemound Road, Brookfield WI 53005

262-781-1000 Fax 262-797-7373

Appleton, WI Irvine, CA Pittsburgh, PA

SHEET 1 OF 1

{00527236.1 }

<u>EXHIBIT D</u>

EXAMPLE FOR ILLUSTRATION PURPOSES ONLY OF A COMPUTATION <u>OF THE PILOT PAYMENT UNDER SECTION 2.04.</u>

The purpose of this exhibit is to illustrate the parties' intent as to how a computation would be made of the PILOT Payment under Section 2.09 of this Agreement. The computation illustration is set out below.

Annual Market Value of the Exempt Parcel	Annual Local Tax Rate	Village Services Payment
$10,000,000	x ($5.0994 / $1000)	$50,994

The illustration makes the following assumptions:

1. The Annual Market Value of the Exempt Parcel for purposes of this illustration was determined to be Ten Million Dollars $10,000,000.00. This number is used purely for illustration purposes, and is not intended to be an actual Annual Market Value of the Exempt Property.

2. The Annual Local Tax Rate is $5.0994 per thousand dollars of assessed value. This number is also used purely for illustration purposes, and is taken from the 2016 tax rate.

X. B.

BUSINESS OF THE VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: December 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Assessing Services

SUBMITTED BY: Dave Schornack, Village Administrator

SUMMARY EXPLANATION:

The General Government and Finance Committee requested that staff contact some of the firms that submitted proposals for assessing services in the past. The firms that were contacted were: Associated Appraisal Consultants and Tyler Technologies. General Government & Finance Committee Chairperson Art Zabel requested that both companies be contacted and asked to submit their costs.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER__X__

Proposal costs from Accurate Appraisal Consultants and Tyler Technologies

Please see the General Government & Finance Agenda Packet for November 22, 2016 for additional information from these two companies.

RECOMMENDATION:

As desired

Dave Schornack

From:	Chris C <chrisc.apraz@gmail.com>
Sent:	Thursday, November 17, 2016 1:30 PM
To:	Dave Schornack; Kim Rath; Jeff Retzlaff
Subject:	Associated Appraisal Consultants

Good Afternoon David,

Per your request I am including the prices for a Maintenance Year beginning in 2017 along with a cost of an Exterior Revaluation open to an agreed upon year. Please keep in mind that we are available for interviews in person or over the phone.

If anyone has any questions or would like references of any amount, please, I urge you to reach out to me IMMEDIATELY.

The cost to do Maintenance for the Village of Germantown: $85,000.00. This would be an **ALL-INCLUSIVE** contract. This means the contract includes, **web posting** of all the information from Market Drive for the public to see, **all personal property accounts**, mobile homes, postage, travel expenses etc.

The cost for an Exterior Revaluation for the Village of Germantown: $294,500.00: Same guidelines as above with the exception of the municipality being responsible for **Postage.**

Please let me know if there are any further questions. I would be more than happy to help accommodate.

I look forward to hearing back, have a wonderful rest of your week!

Best Regards,

Christopher Campbell
Director of Sales & Marketing
Associated Appraisal Consultants, Inc.
1314 W. College Ave. P.O. Box 2111
Appleton, WI 54912
Office: 920-749-1995
Mobile:920-427-5291
Fax: 920-731-4158
chrisc.apraz@gmail.com

For Online Property Search www.apraz.com

tyler technologies

10617 W. Oklahoma Ave
Suite U-4
West Allis, Wisconsin 53227

P: 800.959.6876
F: 866.658.4258

www.tylertech.com

November 30, 2016

Mr. David Schornack
Village Administrator
Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022

Dear Mr. Schornack:

Per your request, I am providing a Quote for Assessor Services for the Village of Germantown for the period of January 1, 2017 through December 31, 2020. As we discussed, I will provide a quote at this point, as opposed to the full sample contract, due to the timeframe of the request.

The quote below includes assessment data conversion to Tyler Technologies' Univers Software, as well as:

- Data entry, maintenance and valuation of all building permits in the assessment database
- Interior inspections on properties issued a permit for interior alteration or new construction
- Exterior inspections on properties issued a permit for exterior work such as a deck or detached building
- Providing sales information to DOR as required
- Assessor reports (MAR) (TAR) (ECR) (AAR)
- Recording sales information including ownership into the assessment database
- Annual review of agricultural use parcels
- Processing land splits
- Mobile home valuation
- Personal property valuation
- Digital images and electronic sketches
- Defense of values
- Postage

These are just a few highlighted items that would be included as part of the full Service Agreement. A full, detailed Statement of Work will be provided to the Village if awarded the contract.

For the reasons we discussed on our call, we would propose a four year agreement as opposed to a one year agreement. Our plan for year one (2017) would be to convert the assessment data and begin the normal assessment cycle for 2017. After the close of Board of Review for 2017, we would plan on starting work on the digital images and electronic sketches (one third of the file) for 2018, as well as complete the normal 2018 assessment cycle. We would continue with that same approach for 2019 and 2020 and the Village would be compliant with the DOR electronic data requirements by 2020.

Please see the proposed fee schedule below.

	FEE
2017 ASSESSOR SERVICES	$87,500
2018 ASSESSOR SERVICES	$78,500
2019 ASSESSOR SERVICES	$81,000
2020 ASSESSOR SERVICES	$82,000
2018 ELECTRONINC SKETCH AND PHOTOS 1/3 PROPERTIES	$36,500
2019 ELECTRONINC SKETCH AND PHOTOS 1/3 PROPERTIES	$36,500
2020 ELECTRONINC SKETCH AND PHOTOS 1/3 PROPERTIES	$36,500
TOTALS ASSESSOR SERVICES PLUS IMAGES AND SKETCHES	
2017 - ASSESSOR SERVICES	$87,500
2018 - ASSESSOR SERVICES PLUS 1/3 SKETCHES AND IMAGES	$115,000
2019 - ASSESSOR SERVICES PLUS 1/3 SKETCHES AND IMAGES	$117,500
2020 - ASSESSOR SERVICES PLUS 1/3 SKETCHES AND IMAGES	$118,500
OPTIONAL 2020 REVALUATION	$144,000

I hope you find this information helpful. Should you have additional questions, you may contact me on my cell at 414-704-0647 or via email at mark.link@tylertech.com.

This quote is valid through December 31, 2016.

Respectfully submitted,

Mark Link

Mark A. Link
Wisconsin Appraisal Manager
Tyler Technologies A&T

X. C.

BUSINESS OF THE VILLAGE BOARD
VILLAGE OF GERMANTOWN

MEETING DATE: December 5, 2016

AGENDA ITEM: New Business

ITEM TITLE: Request to Reschedule or Cancel the February 20, 2017 Village Board Meeting Due to the Clerk's Office Election Duty Requirements

SUBMITTED BY: Barbara K. D. Goeckner, Village Clerk

SUMMARY EXPLANATION:
There will be a Spring Primary on February 21, 2017, which means the Clerk's office will be working into the evening on February 20, 2017 to prepare for and conduct the Election the next day. The request to reschedule or cancel this meeting is necessary for consideration to allow the Clerk's office time to complete the Election Day required duties during the day and evening on February 20th.

This request is coming now, also in contemplation of the needs of the Community Development and Planning Department. They must publish public hearing notices a minimum of 30 days in advance of the hearing, which means they need at least 37-45 days to prepare the notice and deliver it to the paper for publication, and send the notices to adjoining properties, to meet their required deadlines. Making the decision on the February meeting now will allow them time to consider what dates they have available, to schedule any potential public hearings they may need, between January and March 2017.

Therefore, I respectfully request the Village Board to consider the option of either rescheduling or canceling the February 20, 2017 meeting.

ATTACHMENT: None

RECOMMENDATION:
Motion to reschedule or cancel the February 20, 2017 Village Board meeting.