

THE CEREMONIAL OATH OF OFFICE WILL BE ADMINISTERED *PRIOR TO THE START
OF THE MEETING*

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: REGULAR AND ORGANIZATIONAL MEETING OF
THE VILLAGE BOARD

DATE AND TIME: TUESDAY, APRIL 15, 2014 6:30 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. **APPOINTMENTS**

A. ***Standing Committees of the Village Board***

1. **General Government & Finance**

Chair	Trustee	Arthur Zabel	04/15/2014 – 04/14/2015
	Trustee	David Baum	04/15/2014 – 04/14/2015
	Trustee	Terri Kaminski	04/15/2014 – 04/14/2015
	Trustee	Al Vanderheiden	04/15/2014 – 04/14/2015

2. **Public Safety**

Chair	Trustee	Jeff Werderman	04/15/2014 – 04/14/2015
	Trustee	Shane Daniels	04/15/2014 – 04/14/2015
	Trustee	Robert Warren	04/15/2014 – 04/14/2015
	Trustee	Jeff Hughes	04/15/2014 – 04/14/2015

3. **Public Works & Highways**

Chair	Trustee	Terri Kaminski	04/15/2014 – 04/14/2015
	Trustee	Al Vanderheiden	04/15/2014 – 04/14/2015
	Trustee	Robert Warren	04/15/2014 – 04/14/2015
	Trustee	Arthur Zabel	04/15/2014 – 04/14/2015

B. ***Commissions/Boards/Committees***

1. **Board of Review**

Member	Chris Niggemeier	05/01/2014 – 04/30/2019
Member	William Shadid	05/01/2014 – 04/30/2016
Alternate	Lynn Miller	05/01/2014 – 04/30/2017

V. **APPOINTMENTS continued:**

2. ***Board of Zoning Appeals***

Member	Eric 'Rick' Miller	05/01/2014 – 04/30/2015
Member	Jeffrey Schleif	05/01/2014 - 04/30/2017
Alternate	Jim Hansen	05/01/2014 – 04/30/2016
3. ***Building Construction Oversight Committee***

Chair	David Baum	04/15/2014 – 04/17/2017
Trustee	Robert Warren	04/15/2014 – 04/17/2017
4. ***Economic Development Committee***

Chair	Shane Daniels	04/15/2014 – 04/21/2015
Trustee	Jeff Hughes	04/15/2014 – 04/17/2017
Member	Emily Bergeron	05/01/2014 – 04/30/2016
Member	Lynn Grgich	05/01/2014 – 04/30/2017
Member	Eric 'Rick' Miller	05/01/2014 – 04/30/2017
Member	Tim Yokes	05/01/2014 – 04/30/2017
5. ***Ethics Board***

Member	Rosemarie Matheus	05/01/2014 – 04/30/2017
Member	Jeffrey Knop	05/01/2014 – 04/30/2017
Alternate	Daniel Ruzinski	05/01/2014 – 04/30/2016
6. ***Historic Preservation Commission***

Trustee	Jeff Werderman	04/15/2014 – 04/17/2017
Member	Denise Hoinacki	05/01/2014 – 04/30/2017
Member	Gerald Hoinacki	05/01/2014 – 04/30/2017
7. ***Library Board***

Member	Joyce Nelson	07/01/2014 – 06/30/2017
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8. ***Park & Recreation Commission***

Trustee	Terri Kaminski	04/15/2014 – 04/14/2015
Member	Wendy Knop	05/01/2014 – 04/30/2017
9. ***Plan Commission***

Trustee	David Baum	04/15/2014 – 04/14/2015
Citizen	William Shadid	05/01/2014 – 04/30/2017
10. ***Police & Fire Commission***

Member	Patrick Adair	05/01/2014 – 04/30/2019
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11. ***Senior Center Advisory Committee***

Trustee	Shane Daniels	04/15/2014 – 04/18/2016
Senior Club Member	Arline Flesch	05/01/2014 – 04/30/2016
12. ***Tourism/Community Betterment Committee***

Member	Patricia Adair	05/01/2014 – 04/30/2017
Member	Emily Bergeron	05/01/2014 – 04/30/2017
13. ***Administrative Appeals Review Board***

VB President	Dean Wolter	04/15/2014 – 04/18/2016
Trustee	Terri Kaminski	04/15/2014 – 04/14/2015
- C. ***Mid-Moraine Legislative Committee***

Trustee Representative	Al Vanderheiden	04/15/2014 – 04/14/2015
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- D. ***Official Posting Places***
 1. Village Hall - N112 W17001 Mequon Road
 2. Public Library - N112 W16957 Mequon Road
 3. Village Website

VI. 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.

VII. 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)

VIII. CONSENT AGENDA: None

IX. UNFINISHED BUSINESS: None

X. PUBLIC HEARINGS – 7:00 P.M. OR LATER: None

XI. NEW BUSINESS:

- A. Resolution Discontinuing the Entirety of the Public Road Right of Way of the Northern Extension of North Patton Court in the Village of Germantown
- B. Contract with Wetland & Waterway Consulting, LLC to Delineate Wetlands in the Proposed TIF Area for a Fee of \$6,100
- C. An Ordinance Amending the Municipal Code of Germantown as it Relates to Meetings of the Village Board
- D. Recommendation Regarding Claim of 1/31/2014, 505 Bridge LLC, Parcel No. GTNV-294-988, W190N10768 Commerce Circle, Germantown WI 53022

XII. ADJOURNMENT

THE NEXT VILLAGE BOARD MEETING WILL BE ON APRIL 21, 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.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. ____-14

RESOLUTION DISCONTINUING THE ENTIRETY OF THE PUBLIC ROAD
RIGHT OF WAY OF THE NORTHERN EXTENSION OF
NORTH PATTON COURT IN THE VILLAGE OF GERMANTOWN

WHEREAS, the Village of Germantown and RafRad LLC are the owners of all of the frontage and lots which abut the northern extension on North Patton Court; and

WHEREAS, the Village and RafRad have filed a written application pursuant to Wis. Stat. § 66.1003 in which it requests that the Village Board of the Village of Germantown vacate and discontinue all of the right of way that encompasses the northern extension to North Patton Court; and

WHEREAS, the Village Board has determined that the public interest requires the vacation of the following right of way:

All of the public road right of way of the cul de sac, including the northern bulb of said cul de sac, known as the northern extension of North Patton Court as originally platted and dedicated in Certified Survey Map No. 6488 recorded in the Office of the Register of Deeds for Washington County, Wisconsin, in Volume 49 on Page 169 through 176 as Document No. 1323820, the entirety of which public right of way interests with and extends North Patton Court to the north, in the Germantown Business Park, Village of Germantown, Washington County, Wisconsin, as shown in Exhibit A appended to this resolution; and

WHEREAS, the public road right of way which is hereby to be vacated does not lie within one-quarter mile of any state trunk highway or connecting highway, and does not contain a railroad crossing within its boundaries;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Germantown, Wisconsin, do hereby vacate and discontinue the roadway right of way known as the Northern Extension to North Patton Court as shown on the attached Exhibit A.

BE IT FURTHER RESOLVED, that the public road right of way so vacated and discontinued shall, upon passage and publication of this Resolution, forever vest in the owner of the lands which immediately abut thereto, identified as Lots 40, 41 and 42 of CSM 6488, said owners presently being the Village of Germantown and RafRad LLC, and shall be annexed thereto, free and clear of any right, title or interest in the public as road right of way pursuant to the provisions of section 66.1003 of the Wisconsin Statutes.

Introduced by Trustee:

Adopted: _____, 2014 Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

This is to certify that the foregoing resolution was adopted by the Village Board of the Village of Germantown, Wisconsin, at a meeting held on the 15th day of April, 2014.

Published: _____, 2014

Barbara K.D. Goeckner, Village Clerk

OFFICE OF THE VILLAGE CLERK

Germantown Village Hall
N112 W17001 Mequon Rd.
Germantown, WI 53092

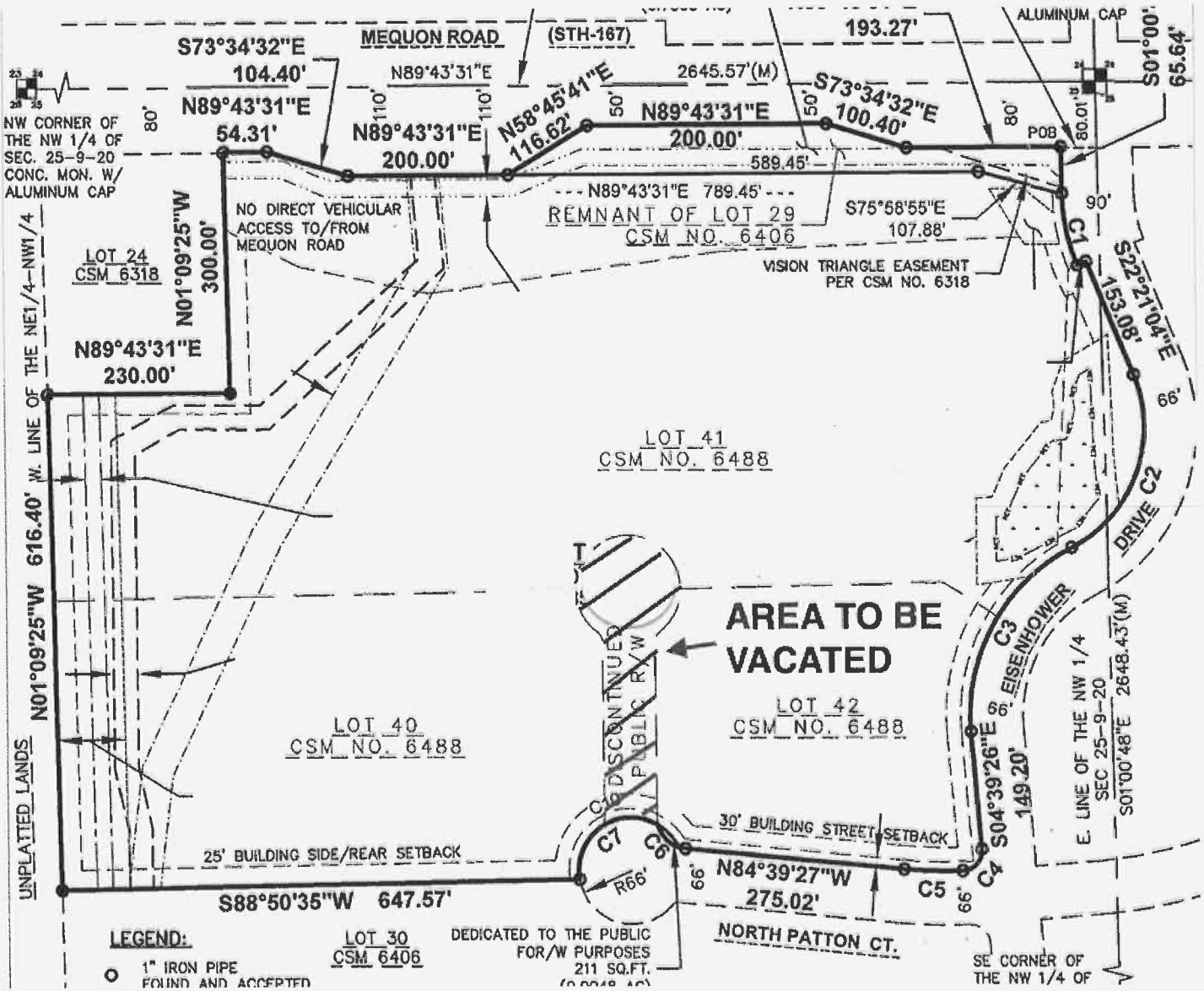
I hereby certify that this document is a true and correct copy of Resolution No. _____-14, adopted by the Village Board of the Village of Germantown, Washington County, Wisconsin, at a meeting of said Village Board on the 15th day of April, 2014.

Barbara K.D. Goeckner, Village Clerk

This Document drafted by:
Brian C. Sajdak, Village Attorney
State Bar No. 1027287

EXHIBIT A

TO RESOLUTION NO. ____-14



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

XI B.

MEETING DATE: April 15, 2014

AGENDA ITEM: New Business

ITEM TITLE: Authorization to contract with Wetland & Waterway Consulting, LLC to Delineate Wetlands in the proposed TIF area for fee of \$6,100.

SUBMITTED BY: Dan Ludwig, Public Works Director

SUMMARY EXPLANATION:

The Village Board authorized Staff to use up to \$40,000 to proceed with planning for a future Tax Incremental District west of USH 41/45 adjacent to Appleton Avenue.

The wetland delineation is the next item in the critical path to determine the viability of the TIF area south of Lannon Road and east of Appleton Avenue. Preliminary reconnaissance indicates this area is a difficult site and will require an extensive examination of the entire area due to pockets of possible wetlands. Staff needs to know if these pockets are wetlands which will complicate the design to avoid disturbing more than 10,000 square feet.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Proposal from Wetland & Waterway Consulting, LLC.

RECOMMENDATION:

Staff requests the Village Board to authorize Wetland & Waterway Consulting, LLC to delineate the wetlands in the proposed TIF area for a fee of \$6,100.

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.

Wetland & Waterway Consulting, LLC Work Order

APR 03 2014

ENGINEERING DEPT
VILLAGE OF GERMANTOWN

Client Name: Village of Germantown

Address: N112 W17001 Meacham Rd.
Germantown, WI 53022

Telephone/Fax: 262-250-4724

Contact Person: Brionne Bischke

Note: This Work Order is incorporated into, and is subject to all of the terms and conditions of, the Master Services Agreement executed by the Client and Wetland & Waterway Consulting, LLC.

This Work Order should be attached to the Master Services Agreement, along with any other Work Orders executed by the Client.

Location Of Work Site (Street Address or Legal Description):

Total Acreage of Site: ~106

Part of Sec. 29 and 32 T9N R20E Village of Germantown

WWC Services Ordered (Check those that apply):

☐ **Site Assessment** Including the identification of approximate wetland boundaries, the location of navigable and non-navigable waterways (subject to DNR verification), the identification of approximate ordinary high water marks, the listing of federal and state endangered or threatened species identified by the U.S. Fish and Wildlife Service or Wisconsin DNR that may be present on the site, the listing of existing historical sites identified by the State Historical Society of Wisconsin, and the identification of site conditions that may limit the Client's ability to obtain wetland and surface water permits from federal, state and local authorities.

☐ **Permit Application Assistance** Including the coordination of field delineation and surveying of actual wetland boundaries (to be performed by third-party independent contractors), the submission of requests for navigability and ordinary high water mark determinations to the DNR, the appeal of DNR determinations as appropriate and necessary, the provision of site design and layout advice to third-party engineers to minimize the need for wetland and surface water permits, the determination of the wetland and surface water permits that will be required and the submission of the appropriate applications using materials supplied by third-party surveyors and engineers, the provision of advice pertaining to available mitigation alternatives but not including mitigation fieldwork or monitoring, and the representation of the Client in permit application negotiations with state and federal permitting authorities.

☒ **Wetland Delineation** Including the field staking of wetland boundaries and the preparation and submission of wetland delineation reports to the United States Army Corps of Engineers and the Wisconsin Department of Natural Resources utilizing maps supplied by third-party surveyors.

☐ **Other Services (as specified)** _____

Total Fee: Sixty-one hundred and 00/100 Dollars (\$ 6100⁰⁰)

Wetland & Waterway Consulting, LLC

William D. Meyer

By William D. Meyer, Authorized Agent

Date: 4/3/14

Client:

Village of Germantown

By: _____

Title: _____

Date: _____

Wetland & Waterway Consulting, LLC

Master Services Agreement

Please read this entire Agreement carefully.

This Agreement controls the terms and conditions under which Wetland & Waterway Consulting, LLC (called WWC in this Agreement) will provide services to the Client. Separate Work Orders will be prepared for each separate job, and the Work Orders will describe the specific work to be done. The terms and conditions of this Master Services Agreement apply to all jobs and Work Orders done for the Client.

WWC does its work and makes its reports and recommendations based on the training and experience of its personnel, and all work is done to the highest standards of professional care. However, wetland and waterway assessment is, by nature, subject to some uncertainty, and the permitting process is subject to the somewhat unpredictable discretion of government bodies. While the information provided to you by WWC is the best available, no guaranties of results can be made.

The Client has agreed to hire WWC to provide certain consulting services, and WWC has agreed to perform those services for the Client. In consideration of that mutual agreement, and in consideration of the mutual promises of WWC and the Client contained in this Agreement and the separate Work Orders executed under this Agreement, WWC and the Client agree as follows:

1. WWC's Work. WWC agrees to perform the services described in the Work Order(s) executed by the Client and WWC and attached to this Agreement. WWC will perform the work according to the highest standards of care in the profession of wetland and waterway consulting.

2. Incorporation of Work Orders. The Work Order(s) executed by the Client and WWC, describing the specific work to be done by WWC, are hereby incorporated into this Agreement by reference. Any terms or conditions in the Work Order(s) that are inconsistent with the terms and conditions of this Agreement are superseded by this Agreement.

3. Client's Agreement to Pay. The Client agrees to pay WWC the fee(s) stated in the Work Order(s) executed under this Agreement.

4. Terms of Payment. Payment for all work will be due one-half upon the signing of the Work Order, and one-half upon completion of the work. WWC is not obligated to begin work until the initial payment is received. Interest will accrue on unpaid balances, from the due date until paid, at the rate of eighteen percent (18%) per year. Should any costs be incurred by WWC in the collection of any past-due amounts, including actual attorney fees, they will be paid by the Client, and they will be added to any judgment taken by WWC.

5. Term of Contract, End of WWC's Obligations. WWC will remain under the obligations of this Agreement until the earlier of the following: The issuance of the final permits for which WWC's consulting services were engaged by the Client; or six months from the date of the Work Order under which the services are being performed. In the event that the permit process is not completed within the six-month timeframe, additional work by WWC will be performed upon the execution of a new Work Order containing terms and conditions mutually-agreeable to WWC and the Client. Neither WWC nor the Client is obligated to execute another Work Order after the expiration of the term of this Agreement.

6. Services Provided. The specific services to be provided by WWC are described in the Work Order(s). WWC will perform all services to the highest degree of professional care; however, because the work involves highly-variable environmental factors, some of which are not apparent without testing and investigations beyond the scope of WWC's work, and because some final determinations are discretionary and can only be made by government agencies, WWC does not guaranty that its determinations will coincide exactly with the final determination made by government agencies. WWC's services are subject to the following limitations and disclaimers:

a. Site Assessments.

i. Flagging of approximate wetland boundaries by WWC is the best approximation of actual locations, suitable for initial assessments of a site's suitability for stated purpose. Actual wetland delineations may vary from WWC's approximate determination. A survey of actual wetland boundaries, if and when required, will be performed by an independent surveyor, at the Client's additional cost.

ii. The identification and location of navigable and non-navigable waterways and ordinary high-water mark is done using WWC's knowledge and experience, suitable for initial assessments of a site's suitability for stated purpose. However, the final determination of navigable waterways and ordinary high-water mark is done by the DNR, and is a discretionary matter. The DNR's final determination may vary from WWC's determination.

iii. The listing of federal and state endangered species that may be present on the site is derived from review of federal and state publications and other sources, not from an actual inventory of species on-site. Because of the unpredictable nature and range of wild plants and animals, listed species may or may not actually be present on the site, and WWC's determination is not a certification that certain species are or are not actually present on the site.

iv. The determination of historically-significant properties and historic-preservation sites is derived from the review of State Historical Society of Wisconsin publications and other sources. The determination of historically-significant sites is made by the State Historical Society and other governmental bodies, and is discretionary on their part. WWC cannot predict whether a site will be designated as historically-significant or preserved.

v. The approval and issuance of surface water and wetland permits is solely determined by government agencies. WWC cannot, and does not, guaranty the outcome of any permit application process.

b. Permit Application Assistance. WWC will coordinate the permit application process and assist you in negotiations with federal, state and local permitting authorities, to the extent legally-permissible. The process may lead to forums in

which WWC may not represent you, for instance, courts of law. If any part of the permitting process must take place in a forum in which WWC is not permitted or lacks the proper knowledge or experience to represent you, then the Client will be responsible for obtaining competent counsel or agents, at the Client's expense. WWC will remain as an advisor in those situations. All fees for permits and applications are the Client's responsibility and are in addition to WWC's fees.

c. Open Space Management Plans.

Certain municipalities have enacted ordinances requiring developers to create open space management plans, which must be approved by the municipality. The approval of these plans is discretionary with the municipality, and WWC makes no guaranty that any plan created with WWC's assistance will be approved by the municipality.

7. Reliance on Report. For Site Assessment and Open Space Management Plan services, WWC will prepare a written report of its findings and recommendations for the Client. WWC personnel may also make oral comments to the Client from time to time. For the protection of both the Client and WWC, the Client may only rely on the contents of the written report in making decisions on how to proceed with the Client's project, and not on any oral statements made by WWC personnel. If any of WWC's oral statements on which Client may rely in its decision-making process do not appear in the written report, then the Client should request a clarification of the oral statements and that the statements appear in the written report or a supplemental report. WWC is not under any obligation to include any such oral statements in its written report, as WWC may have decided before making the written report that the oral statements were incorrect or insufficiently supported for the Client to rely on them. WWC wants to ensure that communications between it and its Clients are clear and complete, and that there are no misunderstandings which might create problems later. Therefore, the only advice on which the Client should rely in making decisions is the contents of the written report.

8. Engineering, Architecture and Landscape Design. Though WWC will consult with your engineers, architects and landscape architects and give advice on how best to proceed, WWC does not provide any engineering, architecture or landscape design services. WWC personnel are not trained in

those fields and do not have experience in those fields. Should any part of the Client's project require engineering, architecture or landscape design services, the Client must obtain those services independently and at the Client's expense.

9. Causes Beyond WWC's Control. During WWC's work for the Client, certain circumstances may arise which are beyond WWC's control, due to weather and climate, vandalism, acts of third parties, refusal of landowners to allow adequate access, conditions that are not apparent without additional testing, and circumstances referred to as "acts of God," for example. In addition, laws and regulations may change substantially over time, and these changes cannot be foreseen with complete certainty. Client agrees that WWC will not be liable for any damages from necessary delays or additional expense or work due to these causes, and that WWC will not be liable for unforeseeable future changes which may render all or part of WWC's work and recommendations useless or incorrect.

10. Access to Land. It is the Client's responsibility to obtain permission from all landowners for access to property in order for WWC to perform its services. If the Client does not obtain satisfactory permission from landowners, WWC will not commit trespass and may refuse to perform, and WWC will not be liable to the Client for any delay or damages caused by the Client's failure to obtain permission to enter land. The Client agrees to indemnify and hold WWC and its agents and employees harmless from any liabilities or damages that may arise as a result of entry onto land without permission, unless the entry is onto land which the Client has specifically directed WWC not to enter upon.

11. Confidentiality. WWC agrees that it will hold all information given to it by the Client concerning the Client's development project strictly confidential, and will not disclose it to any third party without the Client's express permission. The Client acknowledges that situations may arise in which WWC will be hired by more than one client with respect to a single parcel of real estate, and Client agrees that it will not be a violation of Client's confidence to work for such other parties, provided WWC does not disclose any confidential information. For purposes of this section, it is understood that "confidential information" includes, but is not limited to, the fact that the Client has hired WWC or is interested in acquiring or

developing the parcel of real estate on which WWC is working.

12. Ownership of Report. The report(s) generated by WWC for the Client are the property of the Client, and may not be released to any third party without the express permission of the Client. The information contained in the reports concerning the land, however, is not owned exclusively by the Client, and WWC may generate reports for other clients containing the same information. The Client acknowledges that WWC may be hired by third parties with respect to the same parcel of real property, and agrees that WWC is not barred from working for such other clients by virtue of having worked for the Client with respect to that parcel of real property. Nothing in this section overrides the requirements of confidentiality in the preceding section, however.

13. Miscellaneous.

a. Any amendments, changes, additions, deletions or other revisions of this Agreement or any Work Order must be in writing and signed by WWC and the Client in order to be effective. Oral modifications are void and unenforceable.

b. This Agreement is governed by the laws of Wisconsin. Any disputes between WWC and the Client will first be mediated by a mediator mutually selected by the parties, and if mediation cannot be agreed upon or is unsuccessful, then any lawsuit will be venued in Waukesha County, Wisconsin.

c. WWC is an independent contractor, and will not be construed under any circumstances to be a partner or joint venturer with the Client.

Wetland & Waterway Consulting, LLC

W.D. Meyer
By William D. Meyer, Authorized Agent

Date: 4/3/14

Client: Village of Germantown

By: _____

Title: _____

Date: _____

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

ORDINANCE NO. ____-14

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF GERMANTOWN
AS IT RELATES TO MEETINGS OF THE VILLAGE BOARD

WHEREAS, the Village Board having previously adopted Chapter 2 of the Municipal Code of Germantown which provides for certain rules, regulations and procedures for the Village Board including meetings of the same; and

WHEREAS, the Village Board desires to make certain changes as it relates to meetings of the Board; and

WHEREAS, the proper regulation of the Village Board is within the power of the Village Board to act for the government and good order of the Village;

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

SECTION I:

Section 2.02(1) of the Municipal Code of Germantown is amended to read as follows (Note: Additions are underlined; Deleted text is ~~struck through~~):

(1) **REGULAR MEETINGS.** Regular meetings of the Village Board shall be held at 7:00 p.m. on the first and third Mondays of each calendar month, ~~except that in the month of April, a meeting will be held on the third Tuesday, which meeting shall be the annual organizational meeting.~~ Any regular meeting falling upon a legal holiday shall be held on the next following secular day at the same hour and place. All meetings of the Board, including special and adjourned meetings, shall be held in the Village Hall unless otherwise posted. The second regular meeting in April shall constitute the organizational meeting for the purposes of committee and board appointments.

SECTION II:

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

SECTION III:

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

SECTION IV:

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

Introduced by _____ on _____, 2014.

Adopted: _____, 2014 Vote: Ayes: Nays: Absent:

Dean M. Wolter, Village President

ATTEST:

Barbara K.D. Goeckner, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney

Published: _____

**BUSINESS OF THE VILLAGE BOARD
VILLAGE OF GERMANTOWN**

XI. D.

MEETING DATE: April 15, 2014

AGENDA ITEM: New Business

ITEM TITLE: Recommendation Regarding Claim of 1/31/2014, 505 Bridge LLC, Parcel No. GTNV-294-988, W190N10768 Commerce Circle, Germantown WI 53022

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

SUMMARY EXPLANATION:

On January 31, 2014 505 Bridge, LLC filed a claim for Excessive Assessment for tax year 2013, for the property located at W190 N10768 Commerce Circle, Germantown. There is a 90 day period for the Village to consider and take action on this claim, which will expire on May 1, 2014

This claim was submitted to the Village's League of Wisconsin Municipalities Insurance Plan. The Statewide Services Claim Division retained the services of Attorney Ryan G. Braithwaite of Crivello Carlson, S.C. to investigate this claim. Attorney Braithwaite has recommended the Village disallow the claim and serve formal notice on the claimant.

If you have any questions regarding this claim or its documentation, please contact either myself or Administrator Schornack.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER _____

RECOMMENDATION:

Motion by the Village Board to disallow the claim filed on 3/31/2014 by 505 Bridge LLC, for Claim of Excessive Assessment, as recommended by Attorney Braithwaite and Statewide Services, Inc., Village insurance provider.