

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

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
	Revised Agenda
DATE AND TIME:	<u>MONDAY, March 4, 2019</u> <u>7:00 p.m.</u>
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 AND DEPARTMENT 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, Village Clerk, And Department Heads.
- 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 Minutes: February 18, 2019 Regular Village Board Meeting.
- B. Accounts payable/payroll
1. February 20, 2019 Payroll (Hourly) \$ 239,950.67
2. February 25, 2019 Accounts Payable \$ 1,581,850.86
3. February 28, 2019 Payroll (Salary) \$ 106,831.10
4. February 28, 2019 Accounts Payable \$ 68,354.42
- C. Operator’s Licenses: Terry Burkholder, Julie Kussman. [Recommendation Forthcoming]
- The following items were forwarded from **General Government and Finance** with a unanimous recommendation.
- D. Resolution 16-2019, Chargeback of Delinquent 2017 Personal Property.
- E. Resolution 17-2019, Dissolve / Terminate TID #4.

VIII. OLD BUSINESS:

- A. Resolution 19-2019, Facility Usage Agreement Between the Village of Germantown and the Germantown School District.

IX. PUBLIC HEARING:

- A. None.

X. NEW BUSINESS:

- A. Resolution 20-2019, Contract with Ayres Associates Phase 1 Professional Services, Firemen's Park Multi-Purpose Shelter Building Project in an amount not to exceed \$18,205.
- B. Resolution 18-2019, Telecommuting Policy.
- C. Police Department - Squad Car Purchase Request.
- D. Easement for We-Energies on Pressure Booster / Reducing Station at W204N12333 Goldendale Road.
- E. Discussion of Strategy with regard to Potential Hildebrand Claim. The Village Board may convene into closed session per Wis. Stats. §19.85(1)(g) for the purpose of conferring with Legal Counsel who is rendering advice concerning strategy to be adopted by the Village with respect to litigation in which it is involved or is likely to become involved and then may reconvene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, March 18, 2019 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
February 18, 2019**

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by Clerk Braunschweig. Motion by (Zabel/Myers) to select Baum as President Pro Tem in President Wolter's absence. Motion carried unanimously.

ROLL CALL: Present: Trustees Baum, Hughes, Miller, Myers, Wing, and Zabel. President Wolter, Trustee Kaminski, and Trustee Warren were absent excused. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Schroeder, Director Ratayczak, Engineer Nitschke, Manager Tucker, and Director Smith.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

No Report.

**ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC
INTEREST/DEPARTMENT AND COMMITTEE REPORTS:**

Trustees provided information on upcoming meeting dates and times.

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

Kristine Huber of Windsong Circle East spoke in regards to the property South of Kinderburg Park and the Friends of Kinderburg Park. She spoke in favor of Resolution 12-2019.

CONSENT AGENDA:

- A. Approval of Minutes: February 4, 2019 Regular Village Board Meeting.
- B. Accounts payable/payroll
 - 1. January 31, 2019 Accounts Payable \$ 353,982.19
 - 2. February 10, 2019 Accounts Payable \$ 2,326,003.92
 - 3. February 6, 2019 Payroll (Hourly) \$ 238,104.08
 - 4. February 15, 2019 Payroll (Salary) \$ 103,305.91
- C. Operator's Licenses: Andrew Otto and Susan Schallock. [Recommended]
The following items were forwarded from **Public Works** with a unanimous recommendation.
- D. Blanket Purchase Order in an amount not to exceed \$20,000 to hire as needed for Water Distribution System Gate Valves.
- E. Blanket Purchase Order in an amount not to exceed \$30,000 for qualified contract service labor & equipment for the continuing replacement of hydrants, lead, and valve assembly repairs.
- F. Purchase of two Knappheide Multi-Door Aluminum Service Body with Lift Gate from Casper's Truck Equipment, in an amount not to exceed \$42,024.
- G. Purchase of 2019 2500 HD 4WD Diesel Pick Up Truck, Lights, DC Invertor, and Plow from Ewald Automotive Group, in an amount not to exceed \$30,000.
- H. Resolution 13-2019, Approval of Contract with Wachtel Tree Science as related to the Emerald Ash Bore in an amount not to exceed \$15,000.
- I. Resolution 14-2019, Award 2019 Road Improvement Projects Contract and Alternate Bids 2, 3, and 4 to Payne and Dolan, Inc., in an amount not to exceed \$1,795,928.26.
- J. Resolution 15-2019, Award Park Avenue Road Improvement Project #1801 Contract to Kruczek Construction in an amount not to exceed \$897,600.

- K. Payment of DF Tomasini Invoices in amounts not to exceed \$6,796.76 and \$18,752.36, for the Water Main and Hydrant Repairs on Mequon Road and Country Aire Drive Project and for the Village Engineer to write formal request to WDOT for repayment or negotiation of two invoices.

MOTION (Myers/Miller) to approve Consent Agenda Items A-K. Roll Call Vote Carried Unanimously.

OLD BUSINESS:

None.

PUBLIC HEARING:

None.

NEW BUSINESS:

Public Grant Application – Germantown Community Scholarship Fund, Parade Permit, June 15, 2019.

MOTION (Zabel/Miller) to approve the Public Grant Application – Germantown Community Scholarship Fund, Parade Permit, June 15, 2019. Roll Call Vote Carried Unanimously.

Conditional Use Permit, Kyle Fraser, Agent for the Cusatis Trust, Property Owner, W213 N11111 Appleton Avenue. Conditional Use Permit to operate a Major Home Occupation (Landscape Maintenance Operation).

MOTION (Myers/Miller) to approve Conditional Use Permit, Kyle Fraser, Agent for the Cusatis Trust, Property Owner, W213 N11111 Appleton Avenue. Conditional Use Permit to operate a Major Home Occupation (Landscape Maintenance Operation). This does include option 7. Director Retzlaff reviewed the Conditional Use Application. Public Hearings were held on January 14th and February 11th by the Plan Commission. Motion Carried Unanimously.

Blanket Purchase Order for the continuing purchase of water meters from Metron / Franier on an as needed basis in an amount not to exceed \$150,000.

MOTION (Myers/Miller) to approve Blanket Purchase Order for the continuing purchase of water meters from Metron / Franier on an as needed basis in an amount not to exceed \$150,000. Roll Call Vote Carried. Zabel voted no.

Report from the University of Wisconsin Extension - Village of Germantown Demographic Trends Presented by Paul Roback.

Administrator Kreklow gave an introduction. The Village will be working on the 2050 Land Use Plan.

Mr. Roback had given the Demographic Trends presentation to the Chamber of Commerce. Paul Roback is from the UW Extension of UW Madison as the Community Development Educator. In 2010 Paul Roback assisted with the Village of Germantown Mission and Vision Statement. The Germantown Chamber of Commerce is working on their long-range planning.

Washington County location is a growing metropolitan area. The County population growth was reviewed. From 2000 to 2010 there was an increase of over 14,000 people in Washington County. There has been growth along Hwy 60 and the interstate. Discussion ensued that new development impacts population.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:07 p.m.

The next regular meeting of the Village Board will be on Monday, March 4, 2019 at 7:00 p.m.

Deanna B. Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

DRAFT

**RESOLUTION AUTHORIZING THE CHARGE BACK OF UNCOLLECTED
2017 DELINQUENT PERSONAL PROPERTY TAXES**

WHEREAS, Personal Property Taxes are settled in full with the taxing jurisdictions during the February settlement and various 2017 personal property taxes due to the Village of Germantown remain unpaid and are deemed uncollectible, and,

WHEREAS, for taxes assessed as of January 1, 2011, a taxation district may only charge back personal property taxes if the taxes are owed by an entity that has ceased operations, or filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll, the Village Finance Director has, in accordance with the provisions of Section 74.42 (1) Wisconsin Statutes, charged back to each taxing jurisdiction its proportional share of the uncollected personal property taxes, and,

WHEREAS, other delinquent accounts have been sent to Waukesha County for further collection efforts or are being pursued internally, and,

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown, Washington County, Wisconsin, that the following uncollected 2016 Personal Property taxes will be removed from the general ledger: Please see the attached listing of accounts which totals \$18,513.46, of which the Village share is **\$5,184.19**

Resolution 16-2019 Charge Back of Uncollected 2017 Delinquent Personal Property Taxes

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

Village of Germantown

CHARGE OFF OF DELINQUENT 2017 PERSONAL PROPERTY TAXES - 03/04/2019

		Due From County	Due From Village	Due From School	Due From MATC	TOTAL	CONDITION
PB28101200	BANKERS LIFE & CASUALTY	0.24	0.45	0.83	0.12	1.64	3
PFG29400699	GANDER MOUNTAIN	2,246.60	4,441.10	8,037.65	1,134.44	15,859.79	3
PG999030	GERMANTOWN ENGINEERING	0.70	1.38	2.49	0.35	4.92	3
PG22412698	GUARANTY BANK	83.54	165.13	298.86	42.18	589.71	3
PJ35450009	JAZZERCIZE	20.19	39.91	72.22	10.19	142.51	3
PJ35450001	JS TOOL & MFG	23.21	45.87	83.02	11.71	163.81	3
PL999002	LANGE PRINTING	1.85	3.67	6.64	0.94	13.10	3
PL88806800	LAW OFFICES OF DAVID LSKO	12.53	24.77	44.83	6.33	88.46	3
PM28100108	MIDWEST LEGAL CENTER	6.03	11.92	21.58	3.05	42.58	3
PF22400109	PREFERRED FITNESS*	185.63	366.96	664.13	93.73	1,310.45	1 *
PW33401292	STRAIGHT ARROW SERVICES	16.01	31.66	57.28	8.08	113.03	3
PS999108005	SUPERIOR METAL PRODUCTS	25.99	51.37	92.98	13.12	183.46	3
		2,622.52	5,184.19	9,382.51	1,324.24	18,513.46	

Charge back conditions:

- 1) Entity ceased operations
- 2) Filed petition for bankruptcy
- 3) Removed from next assessment roll

* Business under new owner - 2018 GJD Enterprises - same account #

Accounts Sent to Waukesha County Collections or being pursued internally

PC28100107	Capital Insurance Group	88.46
PC34125004	CFO Plus	88.46
PJ22400107	Chan & Duke Lee	257.18
PE88800113	Enterprise Rent a car	230.97
PG28100208	Genesis Behavioral Serv	8.18
PP999020	PINNACLE WOODWORK	475.03
Total		1,148.28

RESOLUTION NO. 17-2019

A Resolution to Dissolve Tax Incremental District #4 and Authorizing the Village of Germantown Treasurer/Finance Director to Distribute Excess Increment to Overlying Taxing Districts

WHEREAS, the Village of Germantown created Tax Increment District #4 on July 6, 1994 and adopted a project plan that same year; and,

WHEREAS, all projects to be undertaken in accordance with the Project Plan for the District were completed to the extent that they were determined to be necessary in the prescribed allowed time; and,

WHEREAS, sufficient increment has been collected as of the 2018 tax roll, payable 2019, to cover the Districts project costs, and to escrow funds to cover the District's remaining outstanding debt; and,

NOW BE IT HEREBY RESOLVED, the Village does dissolve/terminate TID #04; and,

BE IT FURTHER RESOLVED, the Village Clerk shall notify the Wisconsin Department of Revenue within 60 days of this resolution adoption, or prior to the deadline of April 15, 2019, whichever comes first, that the District has been terminated; and,

BE IT FURTHER RESOLVED, the Village Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the Village shall submit final accounting information to DOR; and,

BE IT FURTHER RESOLVED, that the Treasurer/Finance Director shall distribute any excess increment collected after providing for ongoing expenses of the District, to the affected taxing districts with proportionate shares to be determined by the final audit by the Village's auditors, Baker Tilly Virchow Krause, LLP.

Resolution 17-2019 Dissolve TID #4

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
GENERAL GOVERNMENT & FINANCE COMMITTEE
MEETING MINUTES
February 18, 2019**

CALL TO ORDER: The meeting was called to order at 6:00 p.m. by Chairperson Zabel.

ROLL CALL: Present: Chairperson Zabel, Trustee Members: Miller, and Baum. Trustee Kaminski was absentee excused. Also present: Administrator Kreklow, Clerk Braunschweig, Finance Director Rath, Manager Tucker, and Director Schroeder.

APPROVAL OF MINUTES: January 22, 2019 – **MOTION (Baum/Miller) to approve. Motion carried unanimously.**

PUBLIC COMMENT: No public comment.

NEW BUSINESS:

- A. Resolution 16-2019, Chargeback of Delinquent 2017 Personal Property.
MOTION (Baum/Miller) to Recommend Approval of Resolution 16-2019, Chargeback of Delinquent 2017 Personal Property. Motion carried unanimously.
- B. Resolution 17-2019, Dissolve / Terminate TID #4.
MOTION (Baum/Miller) to Recommend Approval of Resolution 17-2019, Dissolve / Terminate TID #4. Motion carried unanimously.
- C. Resolution 18-2019, Telecommuting Policy.
MOTION (Miller/Baum) to Recommend Approval of Resolution 18-2019, Telecommuting Policy. Motion Failed. Administrator Kreklow introduced the item. The Village does not have a policy in place. There have not been a lot of requests. There are not a lot of positions that this would be workable. The policy is meant to guide the Village when the requests do come. Discussion ensued of the policy. This is telecommuting with Village laptop equipment. Baum commented that he has worked with this before and spoke of the downsides such as the lack of interaction with other employees. Motion carried 2-1. Baum voted no.
- D. Employee Engagement Survey.
Administrator Kreklow gave an introduction of the item. This is a step into employee engagement. 65 employees responded. Manager Tucker reviewed results of the survey.

OLD BUSINESS:

- A. Update on Fire Station 1.
Administrator Kreklow reported that he has met with the Parks Director and Staff. There is potential use of Fire Station 1 for Recreation Programs.

REPORTS:

- A. **Monthly Year to Date Financials:**
1. Revenue and Expense Report All Funds: Finance Director Rath reviewed the reports. There is one more 2018 accounts payable. Kim is waiting on one more revenue source from 2018. There will be approximately 450,000 for the reserves. There will be a carry over resolution coming. There will be a utility audit at the end of the month. The general fund audit will be at the end of March.
 2. Health and Dental Plans: Director Rath reviewed the reports. There are still some 2018 expenses.

3. TIF 6 Summary: The TIF 6 has a debt service payment due March 6. MLG has escrow funds to cover the payment. The final lot was sold. There was consensus from the Committee to remove this report from the agenda.
- B. **Impact Fees Financial Reports:** The report was reviewed. The balance for new projects and payments. Zabel commented on the impact fees for Capri from the Development Agreement.
- C. **Accounts Payable:** January 25, 2019 and February 10, 2019 payables were reviewed.
- D. **Code Violation Reports:** The reports were reviewed.
 1. Building Inspection Department.
 2. Planning Department.
- E. **C.I.P. PROJECTS:** The reports were reviewed.
- F. **Letter of Credit Summaries:** The Letter of Credit Summaries were reviewed. It was commented on to check on Prairie Glen II, auto renew for one year. There needs to be follow up on sidewalk. Prairie Glen I residents are inquiring on the pathway.
 1. Building Inspection Department – Reviewed.
 2. Public Works Department– Reviewed.
 3. Planning Department – None.
- G. **Summary of all Village Contracts:** There was no report.

SCHEDULE NEXT MEETING: The next meeting will be on March 11, 2019 at 5:30 pm.

ADJOURNMENT: Chairman Zabel adjourned the meeting at 6:46 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna Braunschweig
Village Clerk

RESOLUTION NO. 19-2019

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**FACILITY USAGE AGREEMENT
BETWEEN THE VILLAGE OF GERMANTOWN
AND THE
GERMANTOWN SCHOOL DISTRICT**

The Village of Germantown (“the Village”), a Wisconsin Municipal Corporation represented by its Village Board of Trustees (“Village Board”) and the Germantown School District (“the District”), a Wisconsin Public School District represented by the authority of the Germantown School District Board of Education (“School Board”), collectively referred to as “the Parties”, hereby enter into an Intergovernmental Agreement to serve their common interests and that of the community pursuant to the authority provided for in Section 66.0301, Wis. Stats., as set forth below.

WHEREAS, the Village operates several community programs for its residents and the District school buildings and school grounds contain facilities (the “Facilities”) suitable for use as sites for many of these Village programs;

WHEREAS, the parties have previously been party to an Intergovernmental Agreement for the shared use of District facilities, the most recent of which expired on August 31, 2018 and the Parties wish to renew that relationship;

NOW, THEREFORE, in consideration of the mutual obligations and promises set forth in this Agreement, the Parties agree as follows:

1. **Purpose:** The Village may make reasonable use of the Facilities for its educational and recreational programming in such a manner and under such time terms as described in this Agreement. All programming shall be lawful, consistent with the legal obligations and limitations applicable to either governmental entity, including but not limited to the maintenance of safety and security in school facilities, respect for constitutional obligations of each Party, and consistent with the District’s established rules and regulations governing the use of its Facilities for, among other purposes, compliance with insurance requirements.
2. **Right of Usage:** The Village is permitted nonexclusive use of the Facilities for its programming needs. Given the nature of the programming, the volume of usage it involves, the recurring nature of said programs, and the Parties interest in avoiding conflicts with other Facilities usage requests, the Village shall communicate its Facilities needs to the District for each period of programming at the earliest possible time after such programming schedule is established and the Village has engaged in efforts to communicate programs to the public, but in no event later than the following dates:
 - a. For Programming that takes place during the school year (August 25 through June 15) By June 30
 - b. For programming during the Summer By April 1

The Village's schedule of activities and events presented to the District under this section shall include (a) start date/end date of the program/event; (b) a brief description of the program/event; (c) the Facilities required for the program/event; (d) the approximate number of hours the program/event will require Facilities during the duration period of the program/event identified by the Village. The District shall notify the Village within 5 business days of its receipt of a schedule of any known conflicts for Facilities usage requests and the Parties shall work in good faith together to identify suitable alternatives if appropriate.

3. **Compliance with Policies:** The Village acknowledges that the Facilities are governed by District policies enacted by the School Board and amended by the School Board from time to time. Such policies are available at the District's website or by request from District officials. The Village is responsible for compliance with those policies, except as provided herein to the extent the terms of the Agreement are in conflict with policy.
4. **Term of Agreement:** This Agreement shall commence with the beginning of Programs scheduled by the Village to begin on or after May 15, 2019. This Agreement shall continue for a period of two (2) years through the conclusion of the Summer programs of the Summer of 2021.

All programs currently operating or that will start prior to that date shall be governed by the terms of the Parties agreement which expired August 31, 2018, but which has continued to be and shall continue to be the Agreement governing the Parties relationship relative to the subject matter herein until such time as this Agreement takes effect.

5. **Fees Associated with Programming and Usage:** This Agreement shall govern the payment and assessment of facilities and program fees pertaining to the Village programming which will utilize the Facilities and shall first apply to programs that begin on or after May 15, 2019. All fee rates based on District policy fee schedule for Priority 4 users. The current fee schedule is attached hereto as **Addendum B**, and may be adjusted no more frequently than annually by the Board.
 - a. **Standard Usage Fees:** The Village shall be permitted to use the Facilities as otherwise described in this agreement and District policy, at a rate of 75% of the applicable published rate for the particular room per hour.
 - b. **Facilities fee for Village Kids Klub programs, including the school year and summer programs.** The Village shall be charged a fee based on the applicable board approved fee schedule, with the following discounts:

<i>Programs beginning on or after May 15, 2019 but before May 15, 2020</i>	At a rate of 50% of the applicable hourly rate under the Fee Schedule

<i>Programs beginning on or after May 15, 2020</i>	At a rate of 75% of the applicable hourly rate under the Fee Schedule
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- c. **Program Fees:** The Village may set participant or user fees for its programs as it deems appropriate. Nothing in this Agreement shall restrict or otherwise govern the manner in which such fees are established, except that the Village agrees to permit all School District residents the right to participate in programs governed by this Agreement at the same rate as Village of Germantown residents.
 - d. **Excluded Facilities:** Any facility subject to state or federal grant-based or other limitations regarding the District's authority to assess a user fee shall be subject to the fees described herein only to the extent permissible by such limitations. All other provisions of this Agreement shall apply. At the time of the execution of this Agreement, this provision applies to the District's tennis courts constructed with Federal Land & Water Conservation Fund grant monies.
 - e. **Fee Waivers:** The Board may grant a fee waiver or fee reduction for programs directly related to school services.
 - f. **Assessed Fee Parity:** If another organization uses District facilities for a program comparable to one offered by the Village, the District will not assess the Village a higher fee than that assessed to the other organization.
6. **Capital Fund:** The Village has maintained a non-lapsing facilities fund for use in funding capital improvements of the Facilities. The most recent accounting of the funds in that account as determined by Village records, is attached as **Addendum A**. All such funds shall be transferred to the District within 30 days of execution of this Agreement. The District shall utilize said funds to pay for planned and appropriate improvements or repairs to the Facilities. No further such fund shall be maintained by the Village and no additional contribution to any Facilities capital funds shall be required of the Village.
7. **Schedule of Payments:** The Village shall remit payment to the District no more than 30 days following the end of each program or activity that used the Facilities for the number of hours and the Facility used for the program or activity. For programs that are ongoing programs throughout the school year, payment shall be remitted within 30 days of the conclusion of each term (semester or summer) of the school calendar.
8. **Tracking of Hours of Usage:** The Village shall track the number of hours of Facilities usage by the Village for each program and shall, as soon as practicable, inform the District of any discrepancy between the anticipated number of hours of usage in the initial schedule provided to the District as described in Section 2, above.
9. **Facilities Security Measures:** The Village shall comply with all security measures put in place by the District to control and monitor access to school Facilities as per Board

policy. The District Administration shall coordinate with Village representatives to develop procedures for Village programming to assure compliance with such security and/or safety measures. Such measures may include Facilities access screening, background checks, limited building access points, mandatory check-in/check-out procedures, or other such measures implemented by the District.

10. **Insurance:** The Village shall maintain fire and extended liability insurance, and other risk insurance as required by Village policy or School Board policy and shall provide the District with a certificate of insurance showing the level of coverage and expressly providing the Village with coverage for occurrences in the course of Village programs/events using the Facilities.
11. **Maintenance, Repairs, Damage:** The District shall maintain the facilities consistent with its own standards of maintenance. The Village shall record the condition of the Facilities being used prior to each period of usage and report any damage or excessive wear and tear observed, whether prior to usage or in the course of its usage, as soon as practicable to do so. The Village shall return the Facilities in the same condition it found them, subject to normal wear and tear associated with the permissible activity, including without limitation the clean-up of any activity, the collection and disposal of all waste generated by or due to the activity, and the return of any equipment or furniture to its position prior to the Village's use. The Village shall notify the District immediately in the event the Village becomes aware of any equipment or furniture that is in need of repair/replacement or is unsafe.
12. **Damage, Destruction, Force Majeure:** In the event any of the Facilities shall be damaged, destroyed, or otherwise unusable, in whole or part, due to fire, natural disaster, or other force outside the control of the District, the District may either cancel the permitted usage of the program/event scheduled for the affected space; or may provide suitable alternative facilities. The District will promptly determine whether and if so on what schedule, any such damaged Facilities will be repaired and returned to service. The District shall not be responsible for any damages to the Village or to its users for the loss of suitable Facilities under this paragraph.
13. **Termination:** Either party may terminate this agreement upon the breach of the other provided that the non-breaching party provides a notice of the breach and at least 30 days to cure the breach. If after 30 days either the breach is not cured or the breaching party has not made good faith efforts to cure the breach, the non-breaching party may immediately terminate the Agreement. If the breaching party is making good faith efforts to remedy the breach, but has not done so after 30 days-notice, the non-breaching party may terminate this agreement on a date certain by providing a notice of termination no fewer than 30 days from the stated date of termination.

If no agreement extending the Term of this Agreement has been reached by its expiration, the Parties shall continue to operate under the Terms as exist at the time of expiration until such time as either, one Party gives notice to the other of its intent to cancel the

Agreement, in which case, the District shall provide the Village with the fee schedule provisions of this Agreement for any programs/events that have already been scheduled and for which public communication or registration has already begun.

14. **Indemnification.** The School District and the Village each agree to defend, indemnify, and hold harmless the other parties' employees, officers, directors, agents, and authorized representatives from and against any and all claims, demands, suits, losses, damages, expenses, obligations, judgments, or other forms of liability to third parties, actual or claimed arising out of (i) the indemnifying party's breach of its representations, warranties, and agreements herein; (ii) any injury to property or persons occurring or allegedly occurring in connection with the negligence or intentionally wrongful act or omission of the indemnifying party or its employees, officers, directors, contractors, and authorized representatives or guests, invitees of any kind with respect to the Facilities; or (iii) any damage or harm to the Facilities, the School District's land, buildings, parking lots, sidewalks or to third parties as a result of the indemnifying party or of the Village's Users use of the Facilities.
15. **Assignment.** The School District shall have the right at any time during the Term to sell or convey the Facilities, or to assign its rights, title and interest under this Agreement in whole or in part. In the event of any such sale or assignment, the School District shall be relieved from and after the date of such transfer or assignment of any further obligations under this Agreement as to such Facilities, except as to those which have arisen prior to such assignment or transfer.
16. **Relationship of Parties.** This agreement does not create the relationship of principal and agent, or of partnership or joint venture, or of any association or relationship between the parties, including as to any program or event which uses the Facilities under the terms of this Agreement.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement shall be deemed to amend and restate any prior written agreements relating to the Facilities. This Agreement shall not be modified, amended, or supplemented in any manner, except by an instrument in writing executed by the Parties.
18. **Notices.** All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given when sent via certified mail or hand delivered and addressed to and delivered to the following:

If to the Village:

Village of Germantown
Attn: Village Administrator

N112 W17001 Mequon Road
Germantown, WI 53022-0337

If to the School District:

Germantown School District
District Administrative Offices
Attn: District Administrator
N104 W13840 Donges Bay Road
Germantown, WI 53022-4499

Other forms of communication may constitute notice provided that the designated recipient of such notice actually receives said notice, which shall be determined by affirmative acknowledgement. Such notice may include by e-mail, fax, courier, or other such method.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Wisconsin, without giving effect to any choice or conflict of law provision or rule.
20. **Waivers.** No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warrant or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
21. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
23. **Force Majeure.** If either party is prevented from carrying out its obligations under this Agreement by events beyond its reasonable control, including acts or omissions of the other party, acts of God or of government not a party to this Agreement, natural disasters or storms, fire, act of terrorism, explosion, riot, war, political strike, labor disputes, failure or delay of third party transportation, or the availability of raw materials, then such party's performance of its obligations hereunder shall be excused during the period of such event and the time for performance of such obligations shall be automatically extended by the same period.

**Intergovernmental Agreement
Village of Germantown
Facilities Usage**

Signature page Follows This Page

**Intergovernmental Agreement
Village of Germantown
Facilities Usage**

IN WITNESS WHEREOF, the Village and School District have entered into this Agreement as of the date set forth above.

VILLAGE OF GERMANTOWN

Village President

Village Clerk (Attest)

Park & Recreation Director

Park & Recreation Commission Chair

GERMANTOWN SCHOOL DISTRICT



President



Clerk (Attest)



Superintendent

**Addendum A
Non-Lapsing Fund Accounting**

**Addendum B
Current Fee Schedule**

Germantown School District

2018-19 SCHOOL YEAR FACILITY USE FEE SCHEDULE (PER HOUR BASIS)

	<u>GROUP</u>	<u>GROUP</u>
<u>Outdoor Facilities</u>	(Priority 4)	(Priority 5)
Football/Track Stadium with lights*	\$105	\$210
Football/Track Stadium without lights*	\$85	\$170
Baseball/Softball Fields*	\$55	\$110
Varsity Soccer Field with lights*	\$85	\$170
Varsity Soccer Field without lights*	\$65	\$130
Practice Fields	\$25	\$50
Tennis Courts (Per Court)*	\$20	\$40
Outdoor Learning Spaces (Pavilions)	\$15	\$30
 <u>Indoor Athletic Facilities</u>		
Elementary Gym*	\$15	\$30
Fieldhouse** per court (4 courts/stations)*	\$30	\$55
Fieldhouse** per court w/locker rooms*	\$35	\$60
GHS Main Gym*	\$25	\$50
GHS Main Gym w/locker rooms*	\$30	\$55
Fieldhouse** Lobby	\$20	\$40
Performing Arts Center	Varies TBD	Varies TBD
Fitness Center	Varies TBD	Varies TBD
Swimming Pool & Locker Rooms*	\$85	\$170

***\$20 flat fee added for use of scoreboards**

****Fieldhouse may simultaneously have more than one user; for exclusive use, a determination of user cost will be made by the Office of Business and Auxiliary Services**

General Use Areas

Cafeterias with Kitchen amenities***	Varies	Varies
GHS Commons	\$35	\$40
Elementary Cafetoriums	\$35	\$60
Classrooms	\$25	\$40
Computer Classrooms (Tech support quoted per use)	\$30	\$40
IMC/LMCs	\$30	\$45

*****Dependent upon amount of staff required for and duration of event scheduled**

SCHEDULING PRIORITIES

- 1) The Germantown School District scheduling calendar will run from August 1 through July 31. Due to rescheduling and unforeseen circumstances, Priority 1 activities will **always** have scheduling priorities throughout the year and can bump previously scheduled activities in all other Priority categories.
- 2) Activities of Priority 2 groups will be scheduled by June 30 of the preceding year.
- 3) Users in Priorities 3 will be allowed to begin scheduling for the upcoming year July 10.
- 4) Users in Priority 4 will be allowed to begin scheduling for the upcoming year after July 20.
- 5) Users in Priority 5 will be allowed to begin scheduling for the upcoming year after July 31.

Recreation Facility Fund (Fund 16)

School District Share

Through December 31, 2018

Year	Revenue	Expense	Per Year Balance	Running Balance
2010	8,596.17	0.00	8,596.17	8,596.17
2011	9,270.06	5,100.00	4,170.06	12,766.23
2012	9,876.56	7,882.00	1,994.56	14,760.79
2013	10,822.07	0.00	10,822.07	25,582.86
2014	18,498.72	3,097.45	15,401.27	40,984.13
2015	18,955.43	1,946.36	17,009.07	57,993.20
2016	22,677.59	18,989.00	3,688.59	61,681.79
2017	24,028.73	12,561.80	11,466.93	73,148.72
2018	18,782.60	63,585.00	(44,802.40)	28,346.32
Total	141,507.93	113,161.61	28,346.32	

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 20-2019

**CONTRACT WITH AYRES ASSOCIATES PHASE 1 PROFESSIONAL SERVICES,
FIREMEN'S PARK MULTI-PURPOSE SHELTER BUILDING PROJECT IN AN
AMOUNT NOT TO EXCEED \$18,205**

WHEREAS, In June of 2018, the Village Board Approved to contract with Ayres Associates for the Firemen's Park Shelter design services. In November 2018, Ayres presented a project consisting of renderings, recommended shelter location, and costs; and,

WHEREAS, at the February 4, 2019 Village Board meeting, the Village Board approved of the monies in the CIP Budget to complete phase 1 of the project; and,

WHEREAS, Park and Recreation Commission recommended approve of a contract with Ayers Associates for Phase 1 Firemen's Park Multi-Purpose Shelter Building in an amount not to exceed \$18,205.

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the contract with Ayers Associates for Phase 1 Firemen's Park Multi-Purpose Shelter Building in an amount not to exceed \$18,205.

Introduced by: _____

Adopted: March 4, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: Monday, March 4, 2019

AGENDA ITEM: New Business

ITEM TITLE: Firemen's Park Shelter Project – Review & Approval on Professional Services Contract with Ayres Associates for Phase 1 Improvements

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:

In June 2018, the Village Board approved the recommendation of the Park & Recreation Commission to contract with Ayres Associates for project conceptual design services. In November 2018, following several meetings with project stakeholders and the Germantown Park & Recreation Commission, Ayres presented a project report consisting of conceptual renderings, recommended shelter location, and probable construction costs for the shelter building, utilities, and related site amenities such as pathways, electrical service, and pedestrian lighting.

At the February 4, 2019 meeting, the Germantown Village Board approved monies in the 2019 CIP Budget to complete Phase 1 of the project. Phase 1 will consist of materials and labor to install sewer, water, and electrical service, pedestrian lighting, pathways, and re-location of the existing basketball court. Monies were also earmarked for consultant services for developing plans and specifications (site, grading, sewer/water/lighting) and contract documents suitable for bidding purposes, as well as construction inspection services.

ATTACHMENT: ORDINANCE_____ RESOLUTION X OTHER_____

RECOMMENDATION:

At the February 20th, 2019 Park & Recreation Commission Meeting, motion made by Commissioner Miller, seconded by Commissioner Stapelman, to send forth a positive recommendation to the Village Board to approve a contract with Ayres Associates for Phase 1 Professional Services for the Firemen's Park Multi-Purpose Shelter Building Project in an amount not to exceed \$18,205. Motion carried unanimously. Monies to come from 2019 CIP Budget Account #40-552-570-8310.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 18-2019

ADOPTION OF TELECOMMUTING POLICY

WHEREAS, the Village of Germantown follows does not have a current Telecommuting Policy; and,

WHEREAS, The Village should have a detailed policy document; and,

WHEREAS, a new policy document has been created and reviewed by staff, insurance, and labor attorney; and,

NOW, THEREFORE BE IT RESOLVED, that the Village Board of the Village of Germantown, does hereby adopt the Attached Telecommuting Policy.

Introduced by: _____

Adopted: _____

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

Telecommuting Policy

Purpose

This policy establishes the guidelines Village of Germantown will use to select and manage those employees approved to telecommute on a limited basis.

Scope

Our work is focused on serving the residents of the Village of Germantown and requires the full public confidence and trust of members of the community. Various interests including the important irreplaceable gains from physical presence and face-to-face interaction with residents, community members and coworkers, protection and preservation of confidentiality, and furthering cohesive and collaborative efforts to work as a team member of the Village necessitate that there will be no position to work remotely where the employee could legitimately perform the important essential functions of the job. The Village recognizes that unique and narrow extenuating circumstances may arise where employees may temporarily work remotely involving only certain positions and employees who are trusted and professionally capable to perform such responsibilities. This policy is meant as a guide for those who are temporarily allowed by the Village Administrator or Department Supervisor to telecommute—to work from home or other location—on an irregular basis due to extenuating circumstances.

POLICY GUIDELINES

This policy covers approved telecommuting or working remotely, such as working from a home or other off-worksites location, including using electronic communications, such as the internet, to connect with the primary place of employment.

Criteria for Selection

The Village always strives to provide equal opportunities to all employees when it comes to working situations. In some circumstances, telecommuting is a necessary and expected part of the position such as when a manager attends a conference and must work remotely from the conference, or when a manager is telecommuting when Village offices are closed. However, telecommuting is not conducive to every employee or position.

Keeping this in mind, the Village Administrator and Department Supervisor will review all reasonable employee requests to telecommute using the following criteria:

- Is the employee a good candidate for telecommuting? Do they possess the following characteristics?
 - Dependable
 - Trustworthy
 - Flexible
 - Self-motivated

- Proven performance
 - Comprehensive knowledge of position
 - Do any performance or disciplinary histories suggest this responsibility is not a good fit for this employee?
- Can the duties of the position be successfully fulfilled through telecommuting? Does the position have:
 - Measurable work activities
 - Little need for face-to-face interaction with co-workers
 - Clearly established goals and objectives
 - Duties can be performed alone and away from a worksite
 - Equipment needed is limited and can be easily stored at the off-site location
 - Position is exempt from overtime requirements
- Are there extenuating circumstances for the request to telecommute? Examples would be:
 - Poor weather inconducive to a long unsafe commute
 - Personal illness or disability
 - Illness of spouse or child
 - Other personal needs that prevent in-person office attendance
- Barriers and distractions faced by the employee that may inhibit the performance of duties and efforts undertaken by the employee to remove or limit those barriers or distractions to ensure work is performed on time and at acceptable standards of quality.
- Disruption to Village operations and interests, disruption to coworkers, and maintenance of balance of assigned or expected workloads.

The ability to work remotely is a privilege, and the Village reserves the right to deny, limit, or revoke telecommuting privileges at the Village's discretion.

Responsibilities

Position requirements and responsibilities will not change due to telecommuting. Workers face the same expectations in relation to professionalism, timeliness, work output and customer service, regardless of where the work is being performed. The amount of time an employee is expected to work in a given day will not lessen, although the exact scheduling of allotted hours will be left up to the discretion of the employee and the employee's direct supervisor. If an employee's physical presence is required at the Village's primary work location, then he or she is expected to report in person.

Contact with Primary Location

Employees approved for telecommuting are responsible for maintaining regular contact with their supervisor. The supervisor will act as the employee's primary contact at Village of Germantown. Both the employee and his or her supervisor are expected to work together to keep each other informed of any developments that occur during the workday.

Employees must have approval from their supervisor(s) to:

- Alter their defined work schedules.
- Move Village equipment to a new location.

Off-site Work Areas

The Village has a legal responsibility to provide liability and workers' compensation coverage to its employees. Such legal responsibilities may extend only to authorized, off-site work locations during scheduled work time. The Village is responsible only for injuries, illnesses and damages that result directly from official job duties. As to any legal obligations under these insurance coverages, the Village will comply with applicable law and grants no additional coverage to employees authorized under this policy. The Village accepts no responsibility for employee personal property.

As the Village of Germantown could foreseeably be held responsible for an injury befalling an employee in their off-site work area, the Village reserves the right to inspect off-site locations for safety concerns. Such an inspection will always be planned in advance.

If employees have domestic responsibilities they must attend to during scheduled working hours, they are expected to do so in a reasonable manner that will still allow them to timely and successfully fulfill their job duties.

Off-site Security

While positions that regularly deal with confidentiality and highly sensitive information may not be ideal candidates for off-site work, under certain circumstances such employees may be allowed to telecommute. In these situations, it is up to the employee to enforce a rigorous standard for ensuring the security of all sensitive information entrusted to them. Failure to do so will result in loss of telecommuting privileges and could result in disciplinary action. All employees who work off-site are obligated to provide secure network connections and should refrain from using unsecured WI-FI and hotspots. Secure internet connections are required.

Expenses

Working primarily off-site could result in expenses not directly addressed by this policy. If such expenses are necessary for their official duties as prescribed and benefit the sole interests of the Village, then the Village may choose to reimburse the employee for pre-authorized expenses. Since reimbursement is subject to management approval and is not guaranteed, potential expenditures should always be approved by the supervisor prior to the transaction being made.

Equipment

Employees approved for telecommuting will be supplied by the Village of Germantown with the equipment required to perform their duties on Village premises. The Village may, in limited circumstances, authorize additional equipment in order to work remotely. It must be kept in mind that:

- All equipment purchased by the Village remains the property of Village. All equipment is to be returned in a timely fashion should the employee cease telecommuting operations for any reason.
- Hardware is only to be modified or serviced by parties approved by Village.
- Software provided by Village is to be used only for its intended purpose and should not be duplicated without consent.
- Any equipment provided by Village for off-site use is intended for legitimate business use only.
- All hardware and software should be secured against unauthorized access. A secure router or hotspot may be required if one is not already in place at the off-site work location.

Employee Acknowledgment and Acceptance of Agreement

I acknowledge that I have received, read, and understand the Telecommuting policy for the Village of Germantown. I agree to follow the guidelines of the policy, to protect Village equipment and information, and to perform the responsibilities of my position, as determined by my supervisor. I understand that failure to comply with the policy could result in disciplinary action up to and including termination of employment.

Employee Signature

Date

Employee Name (please print)

Supervisor Signature

Date

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

MEETING DATE: 03-04-2019

AGENDA ITEM: New Business

ITEM TITLE: Squad Purchase

SUBMITTED BY: Capt. Mike Snow

SUMMARY EXPLANATION:

The Police Department had budgeted for two 2019 Ford Police Interceptors. While we did know the 2019 models would be discontinued at some point, we believed we could still order those models at the state bid. In January we learned, from our contact at Ewald Ford, that Ford was unable to build the stock orders that had been placed, those orders were cancelled. They do have the 2020 model on State Contract, but those models are more than what had been approved in the budget.

We have been looking for SUV models still on the lot from last year. To date we have located two 2017 Police Interceptors at Griffin Ford. The price of those squads is \$33,105 and \$33,715. These vehicles are in high demand; there is no guarantee they will be available by the time we have approval for the purchase.

We are still able to order 2020 models; the price would be \$31,964 per squad. The issue with the new models is the style has changed so we can not use all the equipment from the older model. This increases the changeover costs. It is believed we have enough money budgeted for the changeover but the budget for the actual squads will be short of the state bid for the 2020 model.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

We are considering two options. The first would be to purchase the 2017 models. Since the equipment can be reused from the old squads, we believe we will stay within the budget.

The second option would be to purchase the 2020 models. We are still waiting on estimates for the changeover on the new squads. Since they were anticipating they would still be working on 2019 models there are still some unknowns with the new model. I anticipate I will have those numbers by the PSC meeting.

	Squad	Changeover	TOTAL
Option 1	\$66,820	\$20,180	\$87,000
Option 2	\$63,928	\$29,000	\$92,928 (\$5,928)

BOARD ACTION:

Captain Mike Snow

From: Chrissy Gensch <cgensch@ewaldauto.com>
Sent: Tuesday, January 29, 2019 3:34 PM
To: Captain Mike Snow
Subject: Stock Squads
Attachments: 2020 Interceptor Utility.pdf; 2020 Police Interceptor Utility Order Guide.pdf; 2020 Utility Interceptor.pdf

Captain Snow,

Good Afternoon.

Our Internet Department sent me your request regarding stock squads. Unfortunately, we do not have any available. All of the stock orders we had placed, Ford was unable to build as 2019 models, and they were cancelled. We do have the 2020 model on State Contract. I'll include pricing below for you. The State bids them as base vehicles with no options. 2020 production is scheduled to begin early May and current lead times are 22-24 weeks from order due to the delayed production start up date.

Make	Model	Bid Item	Body Style	MANUFACTURER BASE ORDER CODE		
					FWD	R
Ford	Police Responder Hybrid	F14	Sedan	P0A	X	
Ford	Police Special Service Hybrid	F14A	Sedan	P0W	X	
Ford	Police Interceptor Utility - MY2020 OR NEWER	F37A	SUV	K8A		

Please let me know if you'd like me to build up a 2020 to your specifications.

Thank you!
Chrissy

Chrissy Gensch
Municipal Sales Manager | Ewald Automotive Group
2570 E. Sumner St.
P.O. Box 270046
Hartford, WI 53027
Ph: 262-673-9400 | Fax: 262-673-0575
www.ewaldauto.com



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RAMP BUMPER CLOKE EXPL



17N58A35 HGC66964 NB

F113

VEHICLE DESCRIPTION

Go Further
ford.com

POLICE INTERCEPTOR

EXTERIOR
SHADOW BLACK
INTERIOR
FESONY CLOTH FRIT/VINYL REAR2017 UTILITY AWD
112.6" WHEELBASE
3.7L V6 T10T ENGINE
6-SPEED AUTO TRANSMISSION

HG C66964

EPA Fuel Economy and Environment

Fuel Economy

17 MPG

combined city/hwy

15 city

20 highway

gallons per 100 miles

Driving Range

Gasoline 310 miles

Ethanol E85 242 miles

Annual fuel cost

\$2,150

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)

Best

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STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- 18" H.D. STEEL WHEELS
 - 18" H.D. STEEL WHEELS
 - 245/55R18 AS POLICE TIRES
 - DUAL EXHAUST SYSTEM
 - DUAL POWER MIRRORS
 - EASY FUEL CAPLESS FILLER
 - FULL SIZE 18" SPARE W/TPMS
 - GRILLE - BLACK
 - KEY LOCKS (DR/PASS/LFTGT)
 - PRIVACY GLASS 2ND/3RD ROW
- INTERIOR**
- TOUCH UP/DOWN DR/PASS WIN
 - 60/40 SPLIT VINYL REAR
 - A/C W/MANUAL CLIMATE
 - CONTROL SINGLE ZONE
 - BLACK VINYL FLOOR COVERING
 - CERTIFIED SPEEDOMETER
 - CLOTH BUCKET FRONT SEATS
 - CONSOL MOUNTING PLATE
 - ENGINE HOUR / IDLE METER
 - MANUAL PASS SEAT - 2-WAY
 - PWR DR SEAT/6-WAY/M LUMBAR
 - RED / WHITE DOME LAMP
 - TILT STEERING WHL / CRUISE
 - AUDIO CONTROLS
 - UNIVERSAL TOP TRAY
- FUNCTIONAL**
- ALL WHEEL DRIVE SYSTEM
 - 200 AMP ALTERNATOR
 - AM/FM SINGLE COMP3, 6SPKR
 - COLUMN MOUNTED SHIFTER
 - ENGINE OIL COOLER
 - HEAVY DUTY 78-AMP BATTERY
 - HEAVY DUTY SUSPENSION
 - INTERIOR TRUNK/LIFTGATE
 - RELEASE
 - POLICE BRAKES, 4 WHL DISC
 - W/ ABS & TRACTION CONTROL
 - POWER LOCKS AND WINDOWS
 - POWER STEERING W/EPAS
 - REAR VIEW CAMERA
 - TRANSMISSION OIL COOLER
- SAFETY/SECURITY**
- 75 MPH REAR CRASH TESTED
 - ADVANCE TRAC WITH SSC
 - AIRBAGS - FRONT AND SIDE
 - AIRBAGS - SAFETY CANOPY
 - PERSONAL SAFETY SYSTEM
 - SCS POST CRASH ALERT SYS
 - TIRE PRESSURE MONITOR SYS
- WARRANTY**
- 3YR/36K MILE WARRANTY

(MSRP)

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 500A

- OPTIONAL EQUIPMENT/OTHER**
- 1004-380H0406/18FL
 - PREMIUM SINGLE CD W/ MP3
 - SYNC VOICE ACTIVATED SYSTEM
 - BADGE DELETE
 - AUX CLIMATE CONTROL
 - REAR DOOR POWER WINDOW DELETE
 - COURTESY LAMP DISABLE
 - REAR DR HNDL AND LOCKS INOPR
 - REVERSE SENSING SYSTEM
 - REAR VIEW MIRROR W/REAR CAMERA
 - FLEX-FUEL CAPABILITY
 - FRONT LICENSE PLATE BRACKET
- NO CHARGE**
- 295.00
 - NO CHARGE
 - 610.00
 - 25.00
 - 20.00
 - 35.00
 - 275.00
 - NO CHARGE
 - NO CHARGE

PRICE INFORMATION

BASE PRICE

TOTAL OPTIONS/OTHER

TOTAL VEHICLE & OPTIONS/OTHER

DESTINATION & DELIVERY

TOTAL VEHICLE & OPTIONS/OTHER

DESTINATION & DELIVERY

TOTAL VEHICLE & OPTIONS/OTHER

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TOTAL MSRP \$33,715.00

This label is affixed pursuant to the Federal Automobile Information Disclosure Act, Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

FINAL ASSEMBLY PLANT

CHICAGO

ITEM # 24-7307 O/T 5B

METHOD OF TRANSFER

CONVOY

HC201 N RB 2X 715 003700 03 20 17

SPECIAL ORDER

SPECIAL ORDER

SPECIAL ORDER

SPECIAL ORDER

SPECIAL ORDER

SPECIAL ORDER

SPECIAL ORDER

SPECIAL ORDER

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SPECIAL ORDER

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover.

Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★

Driver ★ ★ ★ ★ ★

Passenger ★ ★ ★ ★ ★

Based on the risk of injury in a frontal impact.

Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★ ★ ★ ★ ★

Front seat ★ ★ ★ ★ ★

Rear seat ★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

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POLICE

1FM5K8A33

HGB47181

NB

FUT3

VEHICLE DESCRIPTION



Go Further

ford.com

POLICE INTERCEPTOR

HG B47181

EXTERIOR: SHADOW BLACK
INTERIOR: EBONY CLOTH FRNT/VINYL REAR2017 UTILITY AWD
3.7L V6 TWIN TURBO ENGINE
6-SPEED AUTO TRANSMISSION

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- 18" H.O. STEEL WHEELS
- WHEEL HUB CAP
- 245/55R18 A/S POLICE TIRES
- DUAL EXHAUST SYSTEM
- DUAL POWER MIRRORS
- EASY FUEL CAPLESS FILLER
- FULL SIZE 18" SPARE W/T PMS
- GRILLE - BLACK
- KEY LOCKS (DR/PASS/LTGT)
- PRIVACY GLASS 2ND/3RD ROW

INTERIOR

- TOUCH UP/DOWN DRYPASS WIN
- 60/40 SPLIT VINYL REAR
- A/C W/ MANUAL CLIMATE CONTROL
- BLACK VINYL FLOOR COVERING
- CERTIFIED SPEEDOMETER
- CLOTH BUCKET FRONT SEATS
- CONSOLE MOUNTING PLATE
- ENGINE HOUR / IDLE METER
- MANUAL PASS SEAT - 2-WAY
- PWR DR SEAT/6-WAY LUMBAR
- RED / WHITE DOME LAMP
- TILT STEERING WHL / CRUISE & AUDIO CONTROLS
- UNIVERSAL TOP TRAY

FUNCTIONAL

- ALL WHEEL DRIVE SYSTEM
- 220 AMP ALTERNATOR
- AM/FM SINGLE CD/MP3, 6SPKR
- COLUMN MOUNTED SHIFTER
- ENGINE OIL COOLER
- HEAVY DUTY 72-AMP BATTERY
- HEAVY DUTY SUSPENSION
- INTERIOR TRUNK/LIFTGATE RELEASE
- POLICE BRAKES: 4 WHL DISC
- W/ ABS & TRACTION CONTROL
- POWER LOCKS AND WINDOWS
- POWER STEERING W/ PEPAS
- REAR VIEW CAMERA
- TRANSMISSION OIL COOLER

SAFETY/SECURITY

- 75 MPH REAR-CRASH TESTED
- ADVANCE-TRAC WITH RSC
- AIRBAGS - FRONT AND SIDE
- PERSONAL SAFETY SYSTEM
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY

- 3YR/36K MILE WARRANTY

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 500A

OPTIONAL EQUIPMENT/OTHER

PREMIUM SINGLE CD W/ MP3

SYNC VOICE ACTIVATED SYSTEM

REAR DOOR POWER WINDOW DELETE

COURTESY LAMP DISABLE

REAR DR HNDL AND LOCKS INOPR

REVERSE SENSING SYSTEM

REAR VIEW MIRROR W/ REAR CAMERA

FLEX-FUEL CAPABILITY

FRONT LICENSE PLATE BRACKET

(MSRP)

295.00 NO CHARGE

25.00

20.00

35.00

275.00 NO CHARGE

NO CHARGE

(MSRP)

\$21,510.00

650.00

32190.00

945.00

PRICE INFORMATION

BASE PRICE

TOTAL OPTIONS/OTHER

TOTAL VEHICLE & OPTIONS/OTHER

DESTINATION & DELIVERY

(MSRP)

\$21,510.00

650.00

32190.00

945.00

EPA Fuel Economy and Environment

E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Fuel Economy

17 MPG

combined city

15 city

20 highway

5.9 gallons per 100 miles

Driving Range

Gasoline 310 miles

Ethanol (E85) 242 miles

Standard SUVs range from 12 to 33 MPG. The best vehicle rates 119 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

You spend

\$3,750

more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost

\$2,150

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

1 3 5 10 Best

Smog Rating (tailpipe only)

1 5 10 Best

This vehicle emits 514 grams CO₂ per mile. The best emits 5 grams per mile (tailpipe only). Producing and certifying fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 26 MPG and costs \$7,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.45 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant factor in climate change and smog.

fuel economy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★

Driver Passenger ★ ★ ★ ★ ★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★ ★ ★ ★ ★

Front seat Rear seat ★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236



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SPECIAL ORDER

ITEM # 24-3510 C/T 5B

\$132 R 6B 2X 715 000101 12 07 17

TOTAL MSRP \$33,105.00

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

RAMP ONE

CA29

RAMP TWO

CHICAGO

METHOD OF TRANSFER

CONVOY

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

MEETING DATE: March 4, 2019

AGENDA ITEM: New Business

ITEM TITLE: Approve Easement for We-energies on Pressure
Booster/Reducing Station

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

SUMMARY EXPLANATION:

Do to the extremely tight schedule for the start up of the Pressure Booster/Reducing Station staff is bringing this item to the Village Board prior to the Public Works and Highway Committee. The Public Works and Highway Committee Chair and members have been notified of this unusual procedure.

The address for the Booster Station is "W204 N12333 Goldendale Road"

The Engineering Department has been working with We-energies to install the required electrical service to the Pressure Booster/Reducing Station on Goldendale Road. The requested easement size is 12' x 15' and will contain the transformer needed for the proposed building and equipment. We-energies has drafted the easement documents and the Village attorney has reviewed and approved the document. The easement documents are attached for review.

Staff is recommending the Village Board approve the requested easement so that construction of the Booster Station can proceed to meet the April 1, 2019 start-up date.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER __X__

- Easement Document

RECOMMENDATION:

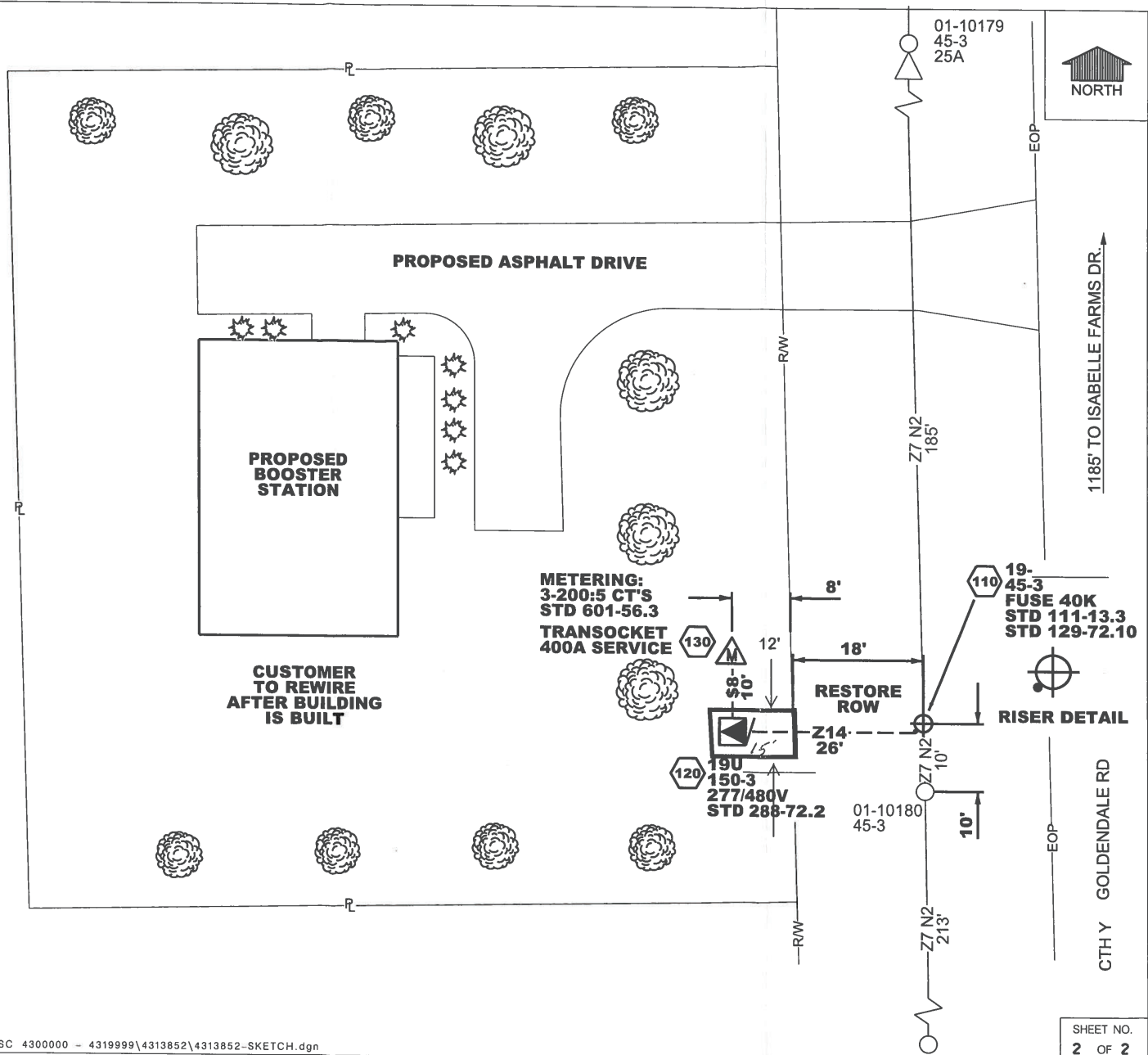
Staff recommends the Village Board approve granting the easement to We-energies for the purpose of bring electrical service to the booster station site.

ELEC WR **MF 4313852**

GAS WR

TEMPORARY EXHIBIT A
NE and SE 1/4 S18, T9N, R20E
Easement = Strip of land 12' wide

WE ENERGIES EQUIPMENT ENERGIZED _Y_N
Customer EQUIPMENT ENERGIZED _Y_N EDC: _____
SWITCHED BY: _____ DATE/TIME: _____



**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4313852**

IO NO. **5472**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF GERMANTOWN**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation doing business as **We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land twelve (12) feet in width being a part of Grantor's premises described as **Lot 2 of Certified Survey Map No. 6878**, recorded in the office of the Register of Deeds for Washington County on **February 25, 2019** as **Document No. 1467495**, located in part of the **Northeast 1/4 and the Southeast 1/4 of Section 18, Township 9 North, Range 20 East**, in the Village of Germantown, Washington County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

VILLAGE OF GERMANTOWN

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____,
the above named _____, the _____
and _____, the _____
of the VILLAGE OF GERMANTOWN, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____