

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING:	PUBLIC SAFETY COMMITTEE
DATE AND TIME:	<u>MONDAY, SEPTEMBER 9, 2019</u> <u>6:00 p.m.</u>
LOCATION:	POLICE DEPARTMENT ANNEX BUILDING N112 W16877 MEQUON ROAD

- I. **CALL TO ORDER:** This meeting has been given public notice in accordance with Wisconsin Statutes, Section 19.83 and 19.84 in such form that will apprise the general public and news media of subject matter that is intended for discussion and action.

- II. **ROLL CALL:** Chairperson Hughes, Trustees Warren, Wing and Myers.

- III. **PUBLIC COMMENT:** *Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this municipality that there be a three-minute time period, per person, with time extensions per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received. However, NO ACTION will be taken under public comments.*

- IV. **APPROVAL OF MINUTES:** August 5, 2019, Regular Meeting.

- V. **REPORTS:**
 - A. Police Department.
 - 1. Monthly.
 - B. Fire Department.
 - 1. Monthly.
 - C. Overtime Reports.
 - 1. Police Department.
 - 2. Fire Department.
 - D. Policy Updates.
 - 1. Police Department:
 - a. None.
 - 2. Fire Department:
 - a. None.

- VI. **UNFINISHED BUSINESS:**
 - A. None.

- VII. **NEW BUSINESS:**
 - A. Operator's Licenses. Matthew Davis, Ciera DeVries, Haley DeGrace, Nicole Fraser, Priscilla Mews. [Recommended Approval]

 - B. Concord Road - Stop Sign Petition.

- C. Washington County Humane Society - Proposed Animal Control Agreement.
- D. Germantown Historical Society, Temporary Class “B” Fermented Malt Beverage and Wine for Annual Hunsrucker Oktoberfest, September 28, 2019 – September 29, 2019, Dheinsville Historic Park, N128W18780 Holy Hill Road, Germantown.
- E. Change of Ownership and Agent; Brinker Restaurant Corporation, DBA - Chili’s Grill & Bar #1730, N96W18640 County Line Road, Brian Boettcher Agent.

Premise license approvals are conditional upon completion of all documentation, compliance of all code violations/permits/ requirements and monies owed to the village paid prior to issuance of licenses in addition to any other conditions noted.

- F. Police Department – Evidence Garage Upgrade.
- G. Police Department – Mobile Firearms and Force Options Simulator MILO Purchase.

VIII. **NEXT MEETING:** Set October 2019 Meeting Date and Time.

IX. **ADJOURNMENT:**

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

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

**MEETING MINUTES
PUBLIC SAFETY COMMITTEE MEETING
AUGUST 5, 2019
GERMANTOWN VILLAGE HALL BOARD ROOM**

CALL: The meeting was called to order at 6:00 p.m. by Chairman Hughes.

ROLL CALL: Chairman Hughes, Trustee Myers and Trustee Warren. Trustee Wing arrived at 6:02 p.m.

Also present were Police Chief Hoell, Fire Chief Delain, Clerk Braunschweig.

PUBLIC COMMENT: No discussion.

APPROVAL OF MINUTES: a motion was made by Myers, seconded by Warren, to approve the minutes of the July 1, 2019 Public Safety Committee meeting. Motion carried unanimously.

POLICE DEPARTMENT MONTHLY REPORT: Hoell reported on the following:

- NAC Night is scheduled for Tuesday, August 6, 2019 at the police department from 5PM – 8PM

FIRE DEPARTMENT MONTHLY REPORT: Delain reported on the following:

- They had a record number of calls for the month of June at 211
- Response times continue to be very good
- CPR classes are continuing throughout the year and are getting a good response

Trustee Wing arrived at this time, 6:02 p.m.

OVERTIME REPORTS:

Police Department – Hoell advised overtime is tracking at a normal rate with no unusual numbers. Hughes questioned whether any overtime is currently covered by grants, Hoell advised not at this time.

Fire Department – Delain stated overtime numbers should be showing a downward trend due to the new fulltime positions.

POLICY UPDATES FOR POLICE & FIRE DEPARTMENT:

Police Department - none

Fire Department – none

UNFINISHED BUSINESS: None

NEW BUSINESS:

OPERATOR'S LICENSES: Afia Allen, Amy Boehler, Mary Buck, Jareth Cardenas, Stephen Hamilton, Matthew Jones, Katelyn Kaad, Austin Luszak, Adam Maciejczak, Samantha Schreiner, Lisa Turchi, Courtney Ziegelbauer. [Recommended Approval]

Hoell and Delain advised there were no objections from the Police and Fire Departments.

A motion was made by Wing, seconded by Warren, to forward the Operator License applications to Village Board with a recommendation of approval. Motion carried unanimously.

OPERATOR'S LICENSES: Micheal O'Brien - Rhodes. [Recommended Denial] Hoell advised the police department was recommending denial of the application due to a felony conviction on Ms. O'Brien-Rhodes record for burglary to a dwelling in 2002 and the department was following state statute in recommending denial.

Discussion followed with Ms. O'Brien-Rhodes present, she stated she would be working at a gas station and the owner had no issues with her background. Wing advised that he understood the grounds for denial which is mandated by state law, adding that he has brought it up before that he feels these laws are outdated and should be reviewed. Wing added he would like to see if these applications need to go before the Village Board or if the decision could be made at the level of the Public Safety Committee. He requested that the Village Attorney be consulted about this matter.

A motion was made by Wing, seconded by Warren, to forward this application for Operator's License to Village Board with a recommendation of approval. Motion carried unanimously.

POLICE DEPARTMENT – REPORT ON EMERGENCY SIREN DIGITAL

CONTROLLER: Hoell advised this item was placed on the agenda for informational purposes and informed the committee that repairs had been approved by Village Administrator Kreklow. He briefed the committee on the repairs which had been done when one of the emergency alert sirens failed, with costs at \$4125 to Emergency Communication Systems and \$6445.92 to Federal Signal Corporation.

POLICE DEPARTMENT – REQUEST FOR BOOKING ROOM AND LOCKUP

FACILITY IMPROVEMENTS: Hoell advised the department was requesting funds to make improvements to the booking area and lockup facility which would include replacing cabinets and benches in both areas. He noted that this type of furniture is a specialty item and though the department sent out requests for 3 bids, only 1 was received from BSI for \$11,769.25 which is under the amount budgeted for this purchase.

A motion was made by Myers, seconded by Warren, to recommend approval for the purchase request for booking room and lockup facility improvements from BSI for \$11,769.25. Motion carried unanimously.

CLASS B FERMENTED MALT BEVERAGE AND CLASS C LIQUOR LICENSE, AUGUST 5, 2019 – JUNE 30, 2020 FOR OLD GERMANTOWN LLC, W148 N12696 PLEASANT VIEW DR, SCOTT AND GEORGENE SOMMER, OWNERS: a motion was made by Wing, seconded by Myers, to forward this license request to Village Board with a recommendation of approval. No objections from the police and fire departments. Motion carried unanimously.

All premise license recommendations/approvals to be conditional upon completion of all documentation, compliance of all code violations/requirements and monies owed to the village paid prior to issuance of licenses in addition to any other conditions noted.

TEMPORARY OUTSIDE PREMISE EXTENSION REQUEST, GAMROTH'S KUHBURG JUNCTION, W140 N10385 FOND DU LAC AVE AUGUST 10, 2019 3PM – 10PM. BACKYARD AREA WITH TENT & SMOKING AREA FOR PIG ROAST PARTY, OUTDOOR SERVING STATION: a motion was made by Myers, seconded by Warren, to forward this license request to Village Board with a recommendation of approval. No objections from the police and fire departments. Motion carried unanimously.

CHANGE OF AGENT, KRISTI O'CONNOR, PICK N SAVE #357, N112 W16200 MEQUON ROAD [RECOMMENDED APPROVAL]: a motion was made by Wing, seconded by Warren, to forward this change of agent application to Village Board with a recommendation of approval. Motion carried unanimously.

NEXT MEETING: Hughes advised due to the Labor Day holiday, the next meeting would be held on Monday, September 9, 2019 at the Police Department Annex at 6:00 p.m.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:17 p.m.

Recorded by,

Julie L. Barth
Secretary

Overtime Report for Police & Fire Departments

2019 Year to date through:

25-Aug-19

2019						2018			
Empl #	Employee Name	Total OT Hours Paid	Total Cost of OT Paid	Total OT Hrs to Comp	Time off Hours	Total OT Hours Paid	Total OT Hrs to Comp	ANNUAL Total of OT hours worked	ANNUAL Total OT to Pay
Police Dept									
90	Ball, Brian	0.00	0.00	22.00	33.00	0.00	51.75	51.75	0.00
93	Bartelt, Adam	22.25	1,009.26	116.50	174.75	212.25	38.63	250.88	9,388.88
92	Bloch, Ryan	92.25	5,338.51	44.50	66.75	124.50	23.63	148.13	7,025.54
115	Case, Robert	0.00	0.00	22.00	33.00	55.25	44.25	99.50	3,197.32
118	Farnsworth, Cody	21.50	975.24	58.00	87.00	48.00	132.00	180.00	2,043.36
113	Gilbert-Roeder, Trent	20.00	907.20	48.00	72.00	63.50	95.63	159.13	2,703.20
107	Heaney, Troy	18.25	879.01	37.75	56.63	0.00	0.00	0.00	0.00
153	Jones, Matthew	39.50	1,997.91	51.50	77.25	0.00	0.00	0.00	0.00
101	Jones, Shawn	11.00	708.02	31.50	47.25	34.50	56.25	90.75	2,165.22
88	Laux, Kevin	23.50	1,359.95	30.42	45.63	22.75	175.50	198.25	1,283.78
142	Marten, Shawn	0.00	0.00	2.00	3.00	0.00	207.00	207.00	0.00
102	Mikulec, Daniel	9.75	564.23	44.75	67.13	30.50	153.00	183.50	1,721.12
119	Onela, Michael	20.75	941.22	101.75	152.63	0.00	141.00	141.00	0.00
138	Olson, Toni	79.50	4,715.15	22.75	34.13	150.75	31.13	181.88	8,723.90
137	Pesch, Justin	86.25	4,362.53	42.25	63.38	124.00	24.00	148.00	6,115.68
133	Pierce, Catherine	0.00	0.00	95.50	143.25	1.75	184.50	186.25	88.83
96	Pierzchalski, David	93.25	5,396.38	67.75	101.63	84.50	358.88	443.38	4,768.34
98	Rechlicz, Justin	73.75	4,267.91	41.50	62.25	101.25	127.88	229.13	5,713.54
121	Schubert, Matthew	15.00	868.05	54.25	81.38	0.00	88.50	88.50	0.00
89	Schulz, Zachary	20.00	963.30	73.75	110.63	52.00	87.00	139.00	2,442.18
97	Spreiter, Jared	82.50	3,973.61	79.75	119.63	52.75	173.25	226.00	2,477.40
99	von Bereghy, Darren	189.00	10,937.43	76.00	114.00	333.00	148.50	481.50	18,791.19
95	Whealon, Shaun	61.00	2,766.96	66.50	99.75	84.50	153.00	237.50	3,737.86
Total Police			52,931.85					*	82,387.32
Annual Budget			90,000.00						95,000.00

State Aid Reimbursement 0.00 09/03/2019

Total year end actual = \$1 s 89,612.70

* (difference from report due to personnel changes)

2018 State Aid Reimb \$0.00

2018 'Hunting/Concealed Carry Permit 0.00

Note: Overtime hours to comp are reflected in regular wages

Fire Dept - Full Time

				0.00	
*	593 Smith, Steve	190.25	6386.69	29.75	998.71
Fire Dept Regular Part-time					
		Overtime Hrs	True OT cost	OT Hours	True OT Cost
**	515 Diamantopoulos	140.00	3,040.19	233.25	7,192.12
**	518 Lazovik	85.00	1,791.84	233.25	7,192.12
**	521 Rigden	37.00	554.51	233.25	7,192.12
**	563 Rossman	193.50	5,819.22	233.25	7,192.12
**	605 Rodriguez	0.00	0.00	427.25	8,763.04
**	617 Hass, Thomas	47.50	1,019.96	98.75	2,477.13
**	625 Goetz, Steve	51.00	499.04	48.50	1,594.10
**	653 Asmondy	60.00	1,059.35	235.50	5,197.13
**	672 Krieg, Caitlyn	566.25	14,104.41	91.50	2,795.06
**	694 Mayer, Andrea	211.75	5,351.09	25.75	676.39
**	698 Wolf	261.50	5,808.99	302.25	6,352.14
			39,048.60		35,047.11

Effective July 24, 2013 - POC's over 53 hours/week

	Hrs over 53	2019	2018 Hours	2018 Cost
***	505 Wilson, Taylor	52.50	1,325.21	
***	513 Hermann, Jacob	16.25	384.73	9.75 289.29
***	517 Dymond, Daryn	9.75	255.94	
***	639 Rammel, Brian	26.75	785.06	
***	658 Silvis, Peter	18	452.79	
***	674 Creegan, James	17.50	437.33	
***	690 Holms, Michell	11.50	287.39	12.50 367.13
	total POC overtime	152.25	3,928.45	22.25 656.42
*	Full time, hours are over and above the 20 normal overtime hours reflected in their base wages			
**	Part time hours worked over and above 53 normal hours in one week, which are paid at 1.5 times			

True OT Cost thru:

25-Aug-19 49,368.96

Last year's true OT Cost

\$ 54,212.93

Budget -- included within general wages

Total Fire Dept - OT wages paid through 12.31.18 \$54,212.93

Total Fire Dept - OT wages paid through 12.31.17 \$54,311.11

Total Fire Dept - OT wages paid through 12.31.16 \$103,222.05

Total Fire Dept - OT wages paid through 12.31.15 \$129,824.98

We, Jeremy and Cassandra Wilson from N98W16988 Concord Road, are the promoters of this petition which contains 73 signatures.

We, the neighbors on or surrounding Concord Road, petition the Village of Germantown to change the intersection of Concord Road and Nigbor Drive from a 2-way stop to a 4-way stop.

We believe a change is needed due to the high traffic speed witnessed on Concord Road. With Concord Road being a fairly long road with no stop signs, drivers tend to drive past the posted speed of 25 MPH. On several occasions we have witnessed children and other pedestrians almost get hit by speeding drivers who are paying little attention. Since sidewalks are not an option, people must walk/ride bikes on the sides of the road. A 4-way stop would force these drivers to slow down and stop. Please help us keep our community safe.

NAME (PRINTED)	ADDRESS	PHONE NUMBER	SIGNATURE
Elise Stalker	N98W17030 Concord Rd Germantown WI 53022	(414) 232-5126	Elise Stalker
Adam Stalker	N98W17030 Concord Rd Germantown WI 53022	414 915-9134	Adam Stalker
Sara Harms	N98W17195 Concord Germantown	262-274-2912	Sara Harms
Cara Meyer	N98W17071 Concord Rd Germantown WI 53022	414-303-8992	Cara Meyer
Travis Dodge	N98W16989 Concord Rd Germantown, WI 53022	414-308-7295	Travis M. Dodge
Amanda Dodge	N98W16989 Concord Rd Germantown, WI 53022	920-889-8466	Amanda J Dodge
ANNA Peter	N98W16921 Concord	262-253-9148	Anna Peter
Dave Peter	N98W16921 Concord Rd	414-881-0313	Dave Peter
Matt M. Donough	N98W16917 Concord	847-553-5888	Matt M. Donough

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NAME (PRINTED)	ADDRESS	PHONE NUMBER	SIGNATURE
Tim Drinan	W169 N 9925 NIGBOR DR.	262-328-4803	Tim Drinan
Philip Wersbeck	N99 W16843 Chick-a-dee Ct	262-250-2772	Philip Wersbeck
AL BARB Hein	N 99 W16846 CHICKADEE CT	262-250-2483	Allen Hein
Den Lorcl	N99 W16912 Chick A Dee Ct.	262.623.0752	Den Lorcl
Stefanie Lord	N99 W16912 Chick A Dee Ct.	202-573-1290	Stefanie Lord
Susanna Kim	W169 N9989 Nigbor Dr	262-437-7345	Susanna Kim
Anna Pruefer	N99 W16917 Chick A Dee Ct.	630.200.6544	Anna Pruefer
Peter Pruefer	N99 W16917 Chick A Dee Ct	920-960-8444	Peter Pruefer
JASON BRUNER Jason Bruner	N98 W17031 CONCORD RD	269.993-1387	Jason Bruner
Jeff Thy	W169 N9961 Nigbor Dr.	262-251-5185	Jeff Thy
Nicole Therik	"	"	Nicole Therik
Monica Syvnd	W169 N9754 Nigbor Dr	262-352-8251	Monica Syvnd
Mark Erickson	W169 N9782 Nigbor Dr.	262-853-5045	Mark Erickson
Jill Farrington	N99 W16981 Chick A Dee	262-293-3833	Jill Farrington
Juanita Davis	N99 W1631 Chick-a-Dee Ct Gtown	262-894-9009	Juanita Davis

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NAME (PRINTED)	ADDRESS	PHONE NUMBER	SIGNATURE
Heidi Larson	N98W16851 Concord Rd Germantown, WI	414-940-2885	Heidi Larson
Rita Ward	N98W16821 Concord Rd Germantown WI	414-651-7482	Rita Ward
NANCY MALKOWSKI	N98W16777 Concord Rd GERMANTOWN, WI	262-251-9445	Nancy Malkowski
Mary Van Slett	N98W16780 Concord Rd Germantown	262-327-2264	Mary Van Slett
Neal Van Slett	N98W16780 CONCORD Rd GERMANTOWN	262-853-7037	Neal Van Slett
Mallory Smith	N98W16822 Concord Rd. Germantown	574-274-3964	Mallory Smith
Rob Larson	N98W16851 CONCORD ROAD GERMANTOWN	262-255-0560	Rob Larson
Suzie Meyer	N98W16898 CONCORD Rd	262-255-8668	Suzie Meyer
Theresa Schroeder	N98W17132 Concord Rd.	414-975-5676	Theresa Schroeder
STEVE SCHROEDER	N98W17132 CONCORD RD	414-467-5067	Steve Schroeder
Mike Stolte	N98W17100 Concord Rd	262-518-2002	Mike Stolte
April Stolte	N98W17100 Concord Rd	262-585-4280	April Stolte
Rose Kuske	N98W16948 Concord R.	290-7007 262- 888	Rose Kuske
Duane Kuske	N98W16948 Concord Rd	414-534-5544	Duane Kuske
CATHERINE DRINAN	W169N9925 N16130R DR	262-305-9303	Catherine Drinan

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NAME (PRINTED)	ADDRESS	PHONE NUMBER	SIGNATURE
JIM DAUSE	N99 W17037 CHICK-A-DEE	414-550-5784	James J. Dause
CHARLES SCHMIDT	N99 W17053 CHICKADEE CT	262-251-6815	
Tracy Bent	N99 W17105 CHICKADEE	414-333-3260	T Bent
Wendy Anderson	N99 W17130 Chick-A-Dee Ct.	414-587-1279	
Dean Neils	W170 N9931 ORDE CT	262-689-2957	
Lilee Felipe		414-910-9310	
JUDY LOHMANN	N98 W16698 CONCORD	262-251-6299	Judy Lohmann
Brian Fuller	N98 W16699 CONCORD RD.	262-305-1789	
Richard OTT	N98 W16671 CONCORD RD	262-251-3196	Richard Ott
Elizabeth HAREBO	N98 W16575 CONCORD RD	262-502-9367	Elizabeth Harebo
FRAN BECKER H48	N98 W16525 CONCORD RD	262-251-5136	Fran Becker
DAN BAUER	N98 W16497 CONCORD RD.	262-255-5547	Dan Bauer
JOSEPH SCHMIDT	N98 W16471 CONCORD RD	262-255-0488	Joseph Schmidt
Amy Agbois	N98 W16431 CONCORD RD	262-623-1295	Amy Agbois
Maria Fedel	W165 N98341 CHIPPENWICK DR.	262-251-0900	Maria Fedel

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NAME (PRINTED)	ADDRESS	PHONE NUMBER	SIGNATURE
Jane Wasieck	W165U9743 Chippewa	262-255-5514	Jane Wasieck
Sarah Fatter	N98W16380 Concord Rd	414 2335609	Sarah Fatter
DANIELLE NELSON	N98W16470 CONCORD RD.	414-333-8601	Dan/Nelson
Barb Borkenly	N98W16602 Concord	414 9407041	Barb
Ned Borkenly	N98W16602 Concord	262-613-2981	Ned Borkenly
Jim Whalen	N98W16631 Concord Rd	262-255-0627	Jim Whalen
W. Durant	N98W16670 CONCORD RD	262-251-7841	W. DURANT
Susan Durant	N98W16670 Concord Rd	262-251-2841	Susan Durant
RICHARD BRUCH	W169 N9741 NIGBOR DRIVE	262-255-7437	Richard Bruch
Matt Fyksen	N98W16599 Concord Rd	262 429 2488	Matt Fyksen
Jenny Fyksen	N. 98W16599 Concord Rd. Germantown, WI	262-352-8349	Jenny Fyksen
Bill Humphrey	N98W16351 Concord Rd.	262-255-1781	William Humphrey
Sandy Schlee	N98W16325 Concord Rd	262-366-6309	Sandy Schlee
Robert St...	N98W16295 Concord Rd	262-327-6670	Robert St...
Randy St...	N98W16295 Concord Rd	262-327-6670	Randy St...

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AUG 26 2019

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AUG 26 2019

Once the decision has been made to install two-way stop control, the decision regarding the appropriate street to stop should be based on engineering judgment. In most cases, the street carrying the lowest volume of traffic should be stopped.

A STOP sign should not be installed on the major street unless justified by a traffic engineering study.

Support:

The following are considerations that might influence the decision regarding the appropriate street upon which to install a STOP sign where two streets with relatively equal volumes and/or characteristics intersect:

- A. Stopping the direction that conflicts the most with established pedestrian crossing activity or school walking routes;
- B. Stopping the direction that has obscured vision, dips, or bumps that already require drivers to use lower operating speeds;
- C. Stopping the direction that has the longest distance of uninterrupted flow approaching the intersection; and
- D. Stopping the direction that has the best sight distance to conflicting traffic.

The use of the STOP sign at highway-railroad grade crossings is described in Section 8B.08. The use of the STOP sign at highway-light rail transit grade crossings is described in Section 10C.04.

Section 2B.06 STOP Sign Placement

Standard:

The STOP sign shall be installed on the right side of the approach to which it applies. When the STOP sign is installed at this required location and the sign visibility is restricted, a Stop Ahead sign (see Section 2C.29) shall be installed in advance of the STOP sign.

The STOP sign shall be located as close as practical to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.

STOP signs and YIELD signs shall not be mounted on the same post.

Guidance:

Other than a DO NOT ENTER sign, no sign should be mounted back-to-back with a STOP sign in a manner that obscures the shape of the STOP sign.

Support:

Section 2A.16 contains additional information about separate and combined mounting of other signs with STOP signs.

Guidance:

Stop lines, when used to supplement a STOP sign, should be located at the point where the road user should stop (see Section 3B.16).

If only one STOP sign is installed on an approach, the STOP sign should not be placed on the far side of the intersection.

Where two roads intersect at an acute angle, the STOP sign should be positioned at an angle, or shielded, so that the legend is out of view of traffic to which it does not apply.

Where there is a marked crosswalk at the intersection, the STOP sign should be installed in advance of the crosswalk line nearest to the approaching traffic.

Option:

At wide-throat intersections or where two or more approach lanes of traffic exist on the signed approach, observance of the stop control may be improved by the installation of an additional STOP sign on the left side of the road and/or the use of a stop line. At channelized intersections, the additional STOP sign may be effectively placed on a channelizing island.

Support:

Figure 2A-2 shows examples of some typical placements of STOP signs.

Section 2B.07 Multiway Stop Applications

Support:

Multiway stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multiway stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multiway stop control is used where the volume of traffic on the intersecting roads is approximately equal.

The restrictions on the use of STOP signs described in Section 2B.05 also apply to multiway stop applications.

Guidance:

The decision to install multiway stop control should be based on an engineering study.

The following criteria should be considered in the engineering study for a multiway STOP sign installation:

- A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multiway stop installation. Such crashes include right- and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
 3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

Section 2B.08 YIELD Sign (R1-2)**Standard:**

The YIELD (R1-2) sign (see Figure 2B-1) shall be a downward-pointing equilateral triangle with a wide red border and the legend YIELD in red on a white background.

Support:

The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down or stop when necessary to avoid interfering with conflicting traffic.

Section 2B.09 YIELD Sign Applications**Option:**

YIELD signs may be used instead of STOP signs if engineering judgment indicates that one or more of the following conditions exist:

- A. When the ability to see all potentially conflicting traffic is sufficient to allow a road user traveling at the posted speed, the 85th-percentile speed, or the statutory speed to pass through the intersection or to stop in a reasonably safe manner.
- B. If controlling a merge-type movement on the entering roadway where acceleration geometry and/or sight distance is not adequate for merging traffic operation.
- C. The second crossroad of a divided highway, where the median width at the intersection is 9 m (30 ft) or greater. In this case, a STOP sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway.
- D. An intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.

Standard:

A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout intersection.



August 1, 2019

Deanna Braunschweig
Village Clerk
Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022

Via Email only: dbraunschweig@village.germantown.wi.us

RE: Washington County Humane Society / Village of Germantown Contract

Dear Ms. Braunschweig:

This letter is in follow-up to Michelle Nelson's recent contact with Kim relating to the renewal of the Village's stray cat contract with The Washington County Humane Society (WCHS). We have reviewed our contracts with the municipalities within the County and determined that we need to revise them in order to more fairly and accurately reflect the financial and administrative costs that WCHS incurs to fulfill the contracts.

When our Executive Director, Marnie Brown, first proposed back in 1995 that Germantown and WCHS enter into a contract to help control the proliferation of stray cats in the Village, she discussed all the ways in which such a contract would improve Germantown and its residents' life quality, and an agreement was reached. It was a win-win for both parties, though through the contract's renewal over the years since then, WCHS has taken on more and more of the expense related to the contract. We have done so willingly, because we believe in our program and know that by impounding stray cats throughout the County, we could, over time, reduce that population to a meaningful extent.

Two decades later, we are still helping control – and save the lives of – Germantown's stray cat population. In fact, we are proud to report that over the last 20 years, through our partnerships with municipalities like Germantown, we have decreased the number of stray cats in Washington County by 20%.

This year we more closely examined our arrangement with Village of Germantown (and our other contracted municipalities), and have determined that the shortfalls in those contracts are costing WCHS – which, as you know, is a non-profit organization wholly supported by grants and donations – thousands of dollars annually.

3650 State Road 60, Germantown, WI 53086262/677-4388
www.wchspets.org

262/677-0388 Fax

We've calculated a number of five-year averages through 2018 – the average number of cats we have impounded from the Village annually (60), the average cost we have actually incurred to house and feed each impounded cat for five days (\$76 if the cat was brought into the Shelter, rather than our having to pick it up – which would have been \$20 per cat more), and we have also considered the number of days we were (and are) required by law to hold each stray cat before we can offer the animal for adoption (5, rather than the 2 upon which the initial and subsequent contracts were and have been based). With this information in hand, we have determined that Village's 2018 contract amount (\$2,245) and its five-year average contract amount (\$2,526) both fell short of our actual costs (\$4,560).

Consequently, starting with the 2020 contract period and going forward, we propose a change in how we calculate the contract amount each year. The 2020 contract amount will be \$4,560, which is based on the five-year averages noted above. Going forward, we will compute the yearly contract amount based on the number of cats impounded over a rolling two-year period, and the cost per impounded cat will be our standard room-and-board per diem for any animal that we house (currently, \$15.50), times five (to reflect the mandatory 5-day holding period). In coming years, we'll adjust that per diem fee by the U.S. Consumer Price Index Inflation Rate for the same two-year rolling period in order to account for increases in our costs of staffing, food, etc. (The last two-year Inflation Rate average was 2.01%.)

Please understand that WCHS is not seeking to make money from this contract, however, we are seeking to discontinue our having to absorb the costs related to our providing this important service. We have clearly accomplished the goal we set out to reach – as noted above, we have decreased the number of stray cats in the County by 20% over the last 20 years. And we hope (and expect) to continue that trend.

Attached is our new proposed contract. I understand from Michelle that it would be best for us to submit this proposal to the Public Safety Committee, but that its next meeting is August 5th, a date on which Marnie (our Executive Director) and I are already scheduled to attend another municipality's meeting. If that is truly the best route for us to go, I'm wondering if we might be put on the Public Safety Committee's next meeting after August 5. Please let me know your thoughts on this. We will be happy to answer any questions and discuss this further at any time.

Thank you very much for your assistance on this. If you have any questions, or if we need to submit anything in addition to this letter and proposed contract, please contact me at chriscowles56@icloud.com or 414.665.1201.

Very truly yours,

Chris Cowles

M. Christine Cowles
WCHS Board President

Enclosure



ANIMAL CONTROL AGREEMENT

THIS AGREEMENT, is effective the 1st day of January, 2020, by and between Village of Germantown, a municipal corporation, hereinafter referred to as the "Village," located at N112 W17001 Mequon Road, Germantown, Wisconsin 53086, and The Washington County Humane Society, Inc., a Wisconsin corporation, hereinafter referred to as "Provider," located at 3650 Highway 60, Slinger, Wisconsin 53086 (the "Agreement").

IT IS AGREED by and between the parties herein as follows:

1. The Village, for consideration hereinafter set forth, contracts with Provider for, the maintenance of animal pound facilities, the pickup and disposition of wildlife when it is injured or poses a human health hazard, and the holding and disposition of cats. This is for the period commencing as of the date first above written and ending December 31, 2020, pursuant to the authority set out in Wisconsin Statutes Chapters 951, 174, 95, and the Village of Slinger Code, as applicable.

2. Village shall pay Provider a total of Four Thousand Five Hundred Sixty and No/100ths Dollars (\$4,560), in two (2) payments of \$2,280 each, to be paid on or before January 31, 2020, and on or before June 30, 2020.

THIS FEE COVERS the following:

- A. A minimum of five (5) days' board, initial inoculations and medical tests, and euthanasia costs, if applicable, for all stray cats in the Village, either picked up by, or brought to, Provider;
- B. All reasonable veterinarian costs for injured stray animals picked up;
- C. Assisting Village residents with wildlife when it is injured or poses a human health hazard;
- D. All stray animals picked up by Provider pursuant to this agreement shall be picked up within ten (10) hours after being notified by either law enforcement or a Village resident. Pickup between the hours of 12 AM (midnight) and 5 AM shall not be required unless, in the opinion of the Law Enforcement Officer who may be dispatched to the scene, unusual circumstances prevail such as risk of safety to persons or animals; and
- E. Education regarding Animal Welfare as requested by the public and Law Enforcement.
- F. The above-stated fee does not apply to: Provider's assistance with the investigation of any complaints of animal neglect and/or cruelty. Provider will care for and house all animals impounded due to complaints of animal neglect and/or cruelty for an additional charge to be determined and agreed to by Provider and Village prior to impound.

3. Provider agrees to hold animals detained according to this Agreement under conditions, and for those time periods, required by law.

4. If an animal's owner does not reclaim the animal, the animal becomes property of Provider after it is held by Provider for five (5) days.

5. Provider, subject to the provision of Chapter 174 of the Wisconsin Statutes, agrees to furnish an adequate shelter for animals detained under this agreement with adequate facilities for the housing, feeding, special care and necessary exercise of all such animals. All rooms, wards and cages are to be maintained in a sanitary manner, sufficiently lighted and adequately heated and ventilated. Provider shall confine all animals which have bitten or scratched persons or other animals and hold them for the period necessary for adequate examination. Provider further agrees to segregate animals as needed to protect individual animals from injured or vicious animals.

6. A separate and complete record shall be maintained by Provider concerning each animal, including the date and time of impoundment, the amount of the impoundment fee, the disposition of said animal and the name of the person reclaiming the animal. In no event shall an animal be released within the Village without proof of compliance with the rabies vaccine law and license.

7. Provider agrees that it will at all times during the existence of this Agreement indemnify the Village against any and all loss, damages, and costs or expenses which the Village may sustain, incur, or be required to pay by reason of any person suffering personal injury, death, or property loss resulting from Provider's acts or omissions while furnishing the services provided under this Agreement; however, the provision of this paragraph shall not apply to liabilities, charges, costs, or expenses caused by Village.

8. Provider agrees that, in order to protect itself as well as the Village under the provision of Section 7 above, Provider will at all times during the term of this Agreement keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Upon the execution of this Agreement, Provider will furnish the Village with written verification of the existence of such insurance in the form of a Certificate of Insurance.

9. In the event of any action, suit or proceeding against Provider upon any matter herein indemnified against, Provider shall, within five (5) working days, give notice in writing thereof to the Village by certified mail addressed to its mailing address of record.

10. Provider shall act as an independent contractor in the execution of this Agreement and shall not be considered an agent of the Village or of Washington County in any way whatsoever; nor shall Provider's employees be considered as agents or employees of the Village.

11. This Agreement shall be renewed from year to year on a calendar year basis. The contractual amount will be established based on the average number of cats impounded for or within the Village over the most recent two (2) calendar years, times the prior year's standard per diem room-and-board rate (\$76), adjusted for each new contract year by the average U.S. Consumer Price Index Inflation Rate for the same two-year period.

12. If either party wishes to terminate this Agreement, they must notify the other party by certified mail no later than sixty (60) days prior to the expiration of the Agreement.

13. Any renegotiation or modification of this Agreement shall be proposed in writing by the requesting party to the other party at least sixty (60) days prior to the expiration of the term of the Agreement. In addition, the effective date of any term as renegotiated or modified shall not commence until the commencement of the term next succeeding.

14. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining restrictions and provisions of this Agreement will remain enforceable.

15. In the event Provider becomes insolvent, files a petition of bankruptcy, makes an assignment for the benefit of creditors, or a petition of involuntary bankruptcy is filed against the said corporation, this Agreement shall become null and void at the option of Village.

16. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto affix their hands at _____, Wisconsin.

Dated this _____ day of _____, 2019.

VILLAGE OF GERMANTOWN

Name / Title

Name / Title

THE WASHINGTON COUNTY HUMANE SOCIETY, INC.

Marnie Brown, Executive Director

BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI

MEETING DATE: 09-09-2019

AGENDA ITEM: New Business

ITEM TITLE: Evidence Garage Upgrade

SUBMITTED BY: Capt. Mike Snow

SUMMARY EXPLANATION:

The evidence garage was constructed to store vehicles and larger items of evidentiary value to facilitate the processing of that evidence. In order to make this feasible during winter months it is necessary to insulate the garage and install a heating system. The quotes to complete these upgrades are listed below:

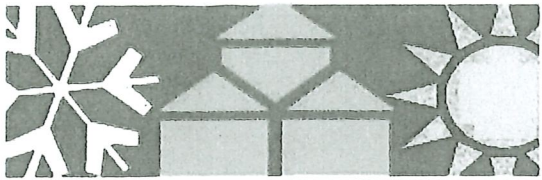
Insulation	\$4,049.00
Heater Installation	\$2,795.00
Drywall	\$10,600.00
Electrical	\$10,447.00
Total	\$27,891

The funds for this project would be taken from available impact fees.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:



BUILDERS' INSULATION

COPY

(262) 250-6445

Offices in: Appleton, Atlanta, Charlotte, Chicago, Greensboro, Jacksonville, Madison, Memphis, Milwaukee, Minneapolis, Nashville, Orlando, Raleigh, Richmond, Tampa, Virginia Beach, Washington DC

VILLAGE OF GERMANTOWN
N112W17001 MEQUON ROAD
GERMANTOWN

WI 53022-

Phone	(262) 253-8253	Date	07/03/2019
Job Name / Location	NEW GARAGE		
	MEQUON ROAD AND WESTERN AVENUE		
	GERMANTOWN	WI	
Contact	SCOTT ANDERSON	Job Number	10692

We hereby submit specifications and estimates for:

GARAGE WALLS	R-19 FORMALDEHYDE FREE FIBERGLASS BATTS
PACK DOORS	R-19 FORMALDEHYDE FREE FIBERGLASS BATTS
BLOCK SOFFIT ENDS	R-19 KRAFT FACED FORMALDEHYDE FREE FIBERGLASS BATTS
GARAGE CEILING	R-38 CLIMATE PRO FORMALDEHYDE FREE BLOWN FIBERGLASS
THERMAX SCUTTLE COVER (2 LAYERS WITH BATT)	2" RIGID THERMAX INSULATION
TAPE SEAMS	SEALANT TAPE
CAULK WALLS PER CODE	CAULK
EVERY TRUSS SPACE	VENT CHUTES
VAPOR BARRIER GARAGE WALLS AND CEILING	4 MIL VISQUEEN

We Propose hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of: **\$3,095.00**

Options: (Options are priced in addition to base proposal price above)

Accepted:

UPGRADE EXTERIOR WALLS TO R21 HIGH DENSITY

\$577.00 ☐

GARAGE WALLS

R-21 FORMALDEHYDE FREE FIBERGLASS BATTS

UPGRADE ATTIC INSULATION TO R50

\$377.00 ☐

GARAGE CEILING

R-50 CLIMATE PRO

Payment to be made as follows:

PAYMENT IN FULL DUE WITHIN 30 DAYS FROM THE DATE OF THE INVOICE. ALL AMOUNTS NOT PAID WITHIN SUCH 30 DAYS SHALL ACCRUE INTEREST AT A RATE OF 18% PER ANNUM (1.5% PER MONTH). IN ADDITION, BUILDERS' INSULATION SHALL HAVE THE RIGHT TO RECOVER REASONABLE ATTORNEY'S FEES AND EXPENSES ASSOCIATED WITH THE COLLECTION OF INVOICES NOT PAID IN FULL WITHIN SUCH 30 DAY PERIOD.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurances. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized By: **TRAVIS GAUGER**

Cell: **(608) 695-9233**

E-Mail: **Travis.Gauger@insulation-holdings.com**

Acceptance of Proposal in accordance with the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Note: This proposal may be withdrawn by us if not accepted within **60** days.

Signature _____ Date _____

Upon acceptance please fax or return signed copy:

W185 N11513 WHITNEY

GERMANTOWN, WI 53022 FAX: (262) 250-6446

Goschey Mechanical Inc.

P O Box 405
Germantown WI 53022

COPY**PROPOSAL**

DATE
6/12/2019

ESTIMATE
427

NAME / ADDRESS
VILLAGE OF GERMANTOWN PO BOX 337 GERMANTOWN WI. 53022-0337

TERMS	DESCRIPTION OF WORK
	POLICE NEW GARAGE

DESCRIPTION	
FURNISH AND INSTALL 15 KW 240V 1PH ELECTRIC UNIT HEATER FOR THE IMPOUND GARAGE. APPROXIMATELY 51,000 BTU'S. ELECTRICAL BY OTHERS.	
	TOTAL \$2,795.00

SIGNATURE _____

Behm Bros. Drywall Co., Inc.

N169 W21385 Meadow Lane
Jackson, WI 53037
262-677-4120/FAX#262-677-4130
Darold and David Behm

COPY

Proposal

Date	Proposal Number
7/12/2019	7612

Builder's Name and Address	Job Name	Police Inpound Garage
Village of Germantown N122 W17177 Fond du Lac Avenue P.O. Box 337 Germantown, WI 53022-0337	Job Address	
	Building Type	Commercial

Specifications	Total
5/8" drywall on complete job. Sprayed with a Hi-Build textured latex paint.	
Base price for walls.	4,800.00
Base price for ceilings.	5,800.00
Thank you for the opportunity to bid your work. It is greatly appreciated.	

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an additional extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Please return one copy with your signature.


Signature/Date _____

Total	\$10,600.00
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PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

7/22/19

Village of Germantown
N122 W17177 Fond du Lac Ave.
Germantown, WI. 53022-0337

COPY

RE: Police Department Garage
Mr. Anderson

\$ 10,447.00

We will provide the labor, material, tools and supervision for the following:

- Demo fan interlock controls
- Install fan controls owner supplied
- Install (9) fixtures owner supplied
- Install (9) outlets owner supplied
- Install (2) exit signs owner supplied
- Re-work (2) outside outlets
- Lift
- Install (1) switch & 2 owner supplied occ. sensors

We have not included

- Not responsible for existing conditions that may not be code compliant
- Holiday pay/Premium pay
- Sales tax

Price for above work NTE \$ 7,976.00

Deduct \$ 1,054 if DPW Demos conduit

Commodity pricing not guaranteed, additional charges may apply

We thank you for giving us the opportunity of estimating this work, and should there be any questions, please do not hesitate to call me.

Note: This proposal valid for **30** days,

Sincerely

Negotiable thereafter

PIEPER ELECTRIC, INC.

Date Accepted _____

By: _____

Gary Tiegs
Project Manager
1-414- 588-3853



PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947
TERMS AND CONDITIONS OF SALE

1. LIEN NOTICE. As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to co-operate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

2. ENTIRE AGREEMENT. This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.

3. PROPOSAL. Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.

4. CONSTRUCTION MATERIALS. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.

5. ACCESS TO WORK AND SITE. Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.

6. INSURANCE. Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.

7. ENVIRONMENTAL HAZARDS. Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.

8. SITE CONDITIONS. Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.

9. PAYMENT. Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Seller shall furnish lien waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.

10. JOB SIGN. Buyer agrees to allow Seller to display a construction sign at the Project Site.

11. CHANGES. No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.

12. WORK STOPPAGE. Should work be stopped by any public authority or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

13. DELAY. Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

14. DISPUTES. These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venue in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.

15. WARRANTY. Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.

16. CONFLICTS/INCONSISTENCIES. If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

17. ASBESTOS AND TOXIC MATERIALS. This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE. Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

19. IMPAIRMENT OF CREDIT. If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.

20. HOLD HARMLESS. Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this contract. Seller shall have the sole right to manage the defense of the claim or resolve the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.

21. WORKING HOURS. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

22. GENERAL EXCLUSIONS. Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.



PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

6/12/19

Village of Germantown
N122 W17177 Fond du Lac Ave.
Germantown, WI. 53022-0337

COPY

RE: Police Department Garage Service Upgrade/Electric Heater

Mr. Anderson

We will provide the labor, material, tools and supervision for the following:

- Upgrade electric service to 200 amp
- Wire new electric unit heater per specs that were sent to me

We have not included

- Not responsible for existing conditions that may not be code compliant
- Holiday pay/Premium pay
- Cutting and patching
- Sales tax

Price for above work NTE \$ 2,471.00

Commodity pricing not guaranteed, additional charges may apply

We thank you for giving us the opportunity of estimating this work, and should there be any questions, please do not hesitate to call me.

Note: This proposal valid for **30** days,

Sincerely

Negotiable thereafter

PIEPER ELECTRIC, INC.

Date Accepted _____

By: _____

Gary Tiegs
Project Manager
1-414-588-3853



PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947
TERMS AND CONDITIONS OF SALE

1. LIEN NOTICE. As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to co-operate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

2. ENTIRE AGREEMENT. This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.

3. PROPOSAL. Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.

4. CONSTRUCTION MATERIALS. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.

5. ACCESS TO WORK AND SITE. Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.

6. INSURANCE. Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.

7. ENVIRONMENTAL HAZARDS. Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.

8. SITE CONDITIONS. Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.

9. PAYMENT. Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Seller shall furnish lien waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.

10. JOB SIGN. Buyer agrees to allow Seller to display a construction sign at the Project Site.

11. CHANGES. No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.

12. WORK STOPPAGE. Should work be stopped by any public authority or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

13. DELAY. Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

14. DISPUTES. These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venue in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.

15. WARRANTY. Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.

16. CONFLICTS/INCONSISTENCIES. If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

17. ASBESTOS AND TOXIC MATERIALS. This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE. Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

19. IMPAIRMENT OF CREDIT. If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.

20. HOLD HARMLESS. Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this contract. Seller shall have the sole right to manage the defense of the claim or resolve the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.

21. WORKING HOURS. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

22. GENERAL EXCLUSIONS. Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.

Police Department Garage 7/31/2019

Cost	102,323.00	2018	Forward Construction	144,712.00
	<u>45,081.00</u>	2019		
	147,404.00			
Improvements	<u>16,661.00</u>		Electric Supply, Heater, Insulation, Drywall, reroute	
	164,065.00		ceiling conduit, move lighting	
2017 Debt	<u>-120,000.00</u>		Impact Fees to reimburse - \$12,000 per year, ten years	
	44,065.00			
Police Van Sale	9,612.00			
Current Impact Fee balance	<u>144,168.72</u>			
	153,780.72			
Owe to Debt Service	-108,000.00			
Impact Amount to finish	45,780.72			

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

MEETING DATE: 09-09-2019

AGENDA ITEM: New Business

ITEM TITLE: MILO Purchase

SUBMITTED BY: Capt. Mike Snow

SUMMARY EXPLANATION:

The Police Department is requesting to purchase a Mobile Firearms and Force Options Simulator (MILO Range). This will give our instructors the opportunity to provide scenario-based exercises with officers without the need to schedule time at the outdoor range or to reserve an indoor range. We will be able to provide our officers with more frequent training during their regularly scheduled shifts.

The State of Wisconsin had recognized the benefit of scenario-based training to enhance learning retention and to identify training needs. Below is the cost for the MILO Range Classic Training Simulator along with additional accessories.

MILO Range Classic Portable System	\$14,495.00
Additional SIRT Red Training Pistol	\$595.00
Total	\$15,090.00

The money for this purchase is available in the 2019 budget in the Asset Forfeiture account.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:



MILO Range CLASSIC Training System

Mobile Firearms and Force Options Simulator

Proposal prepared for:

**Germantown Police Department
Attn: Michael S. Snow
Captain of Police
N112W16877 Mequon Rd
Germantown, WI 53022**



August 15, 2019

MILO Range Classic Interactive Training Simulator

Thank you for your interest in the Interactive MILO Range Firearms Training Simulators from FAAC Incorporated. This proposal will provide you with requested system information, specifications, pricing and details for the system and equipment for your training requirement.

The MILO Range use of force and firearms training simulators have been selected by the most demanding law enforcement, military and public safety agencies, and are in daily use around the world in over 40 countries. The MILO Range training system is a comprehensive solution that is designed to allow trainers the ability to give presentations and classes, conduct interactive testing and assessment, and provide immersive hands-on scenario based exercises with detailed debriefing and after action review. Each MILO system is designed to increase trainee knowledge, skills and confidence in a safe, challenging environment that is highly interactive and engaging.

Through our 20-year history of providing innovative interactive simulation training solutions, we have become widely regarded as a low-risk, highly reliable contracting and business partner. We have the industry's most dedicated and experienced sales and support team on staff, and all MILO customers receive the best technical service in the business, including free software updates, newly filmed and released scenarios with new exercises and environments to keep interest high and skills sharp.

On behalf of the entire MILO Range Team, I sincerely appreciate the consideration of our proposal for this requirement, and also to have the opportunity to be of service to your agency.

Respectfully Submitted by:

A handwritten signature in black ink, appearing to read "Jesse C. Wimmer", is written over a light gray rectangular background.

Jesse C. Wimmer
Regional Sales Manager
MILO Range Training Systems
FAAC, Incorporated
Office: 800.344.1707
Cell: 303.378.5283
Fax: 734.531.4002
Email: jesse.wimmer@milorange.com



www.milorange.com



MILO RANGE CLASSIC TRAINING SIMULATOR

Item	Description	Qty.	Unit Price	Extended Price
1	MILO Range Classic Portable System Includes: • MILO Laptop – Based on MS Windows OS (64-bit) • Hit Detection Camera with Tripod • HD Projection System: 2000 lumens, 1280x800 • HD Projection Screen (12'x7') w/ Travel Case (16:9 ratio) • System Auto-Calibration & Manual Calibration w/ Wand • All Power and Video Cables, Power Strip • Mouse • Speakers/ Sound System • Pelican Transport Case for System • 850+ Multi-Branching Interactive Scenarios are Pre-loaded as well as 55+ Graphic Marksmanship and Skill Builders with weather effects included.	1	\$14,495.00	\$14,495.00
	Dry-Fire Laser Training Weapon/Laser System includes one (1) MILO SIRT Glock/M&P Training Pistol	Inc.		
	OC Spray Training Device Laser modified OC spray training devices for less-lethal applications. Thumb or trigger activation. Includes one (1) OC laser canister	Inc.		
	Graph-X Targets Allows the user to utilize any of the Graph-X modules for Marksmanship, Shoot-house, Basic Targets and Range Practice includes 55+ interactive CGI skill-builder exercises	Inc.		
	Statistics and Management Allows user to manipulate the database information as to create individual and/or group statistics using relevant filtering criteria	Inc.		
	Baton/Punch/Strike Branching and Scoring Allows the trainer to manually branch the scenario while the trainee uses his actual baton or makes a strike. The system will branch and score the use of action as a baton strike.	Inc.		
	Delivery, Insurance and Standard 1-year Warranty	Inc.		
	FREE Access to MILO Digital Scenario New HD Scenarios available- approx. 12-15 available per quarter.	Inc.		
	System and Peripheral Training – US Sales Only 4 Students at Client Site for one (1) day of operational training	Inc.		
(A) MILO RANGE CLASSIC TRAINING SYSTEM TOTAL:			\$14,495.00	

Optional Training Items Requested by Germantown Police Department

Item	Description	Qty.	Unit Price	Total Price
2	Additional SIRT Red Training Pistol (Glock or M&P) w/ re-setting trigger Includes laser	1	\$595.00	\$595.00
(B) REQUESTED OPTIONAL TRAINING ITEMS TOTAL:			\$595.00	



MILO Range Classic System Sub-Total (A):	\$14,495.00
MILO Range Classic Requested Options Sub-Total (B):	\$595.00
MILO Range Classic System Total for Germantown Police Department (A+B):	\$15,090.00

<u>Suggested Extended Warranty Option for Germantown Police Department</u>				
Item	Description	Qty.	Unit Price	Total Price
1A	Bronze Warranty - Based on 5% of initial system cost plus peripherals (\$15,090.00) - Bronze Warranty coverage is for 12 months - Warranty covers <u>all</u> items (excludes batteries and bulbs) - Bronze Warranty can be purchased in 1-Year Increments	1	\$754.50	\$754.50

FAAC (Seller) STANDARD TERMS AND CONDITIONS

1. **Orders should be issued to "FAAC Incorporated"**
2. Payment Terms: NET 30 from date of invoice
3. Delivery: 45 Days ARO
4. Partial Shipment and/or Partial Invoice are: Permitted.
5. Warranty: 12 Months from date of shipment.
6. If this sale is subject to Use Tax, then you are liable for the tax and should make payment direct to your taxing authority.
However, we may collect Sales Tax for the following States: CA, FL, HI, KY, MA, MI, NY, UT, WA, WV
7. Quote Valid 90 days.
8. All prices quoted in US Dollars (\$USD)

PURCHASING/CONTRACTING INFORMATION

1. Cage Code – 3J401
2. Tax ID – 38-2690218
3. DUNS – 175204163
4. Vendor POC – MILO Contracts
5. Phone – 800-344-1707 x364
6. Email – Contracts@faac.com
7. Estimated Delivery Date – 45 Days ARO
8. Order Fax to 734.531.4002



Suggested Optional MILO Range Training System Products

Item	Description	Qty.	Pricing
1	SIRT Red Training Pistol (Glock or M&P) w/ re-setting trigger Includes laser	1	\$595.00
2	Glock 17R Training Weapon w/ re-setting trigger (BATF-tracked) <u>Requires</u> MILO programmable laser insert (Item #3)	1	\$675.00
3	MILO Range Programmable Dry-fire Pistol Laser Insert	1	\$595.00
4	Caliber Adaptors for Programmable Laser	1	\$35.00
5	MILO Range Programmable Laser OC Canister	1	\$595.00
6	X26P Taser Weapon with Cartridges Includes: Taser weapon modified for use on the MILO Range and two (2) dual-laser cartridges with 8 degree separation for reloading drills.	1	\$2,495.00
7	X2 Taser Weapon with Cartridges Includes: Taser weapon modified for use on the MILO Range and two (2) dual-laser cartridges.	1	\$2,495.00
8	MILO Range WRK Recoil Kit- Pistol (Confirm Make/Model/Caliber) Drop-In tether-less recoil kit with two (2) disposable CO2 magazines. No permanent modification to weapon required.*Kit does <u>not</u> include weapon	1	\$2,200.00
9	MILO Range WRK Recoil Kit- AR/M4 Drop-In tether-less recoil kit with two (2) disposable CO2 magazines. No permanent modification to weapon required.*Kit does <u>not</u> include weapon	1	\$2,400.00
10	MILO Range WRK Refill Station for Refillable Co2 Magazines with Mag Sled Station includes Co2 Tank, all air cabling, and one sled for refillable magazines.	1	\$1,995.00
11	MILO Range Refillable Magazines for WRK Recoil Pistol or AR	1	\$395.00
12	Additional MILO Range WRK Magazine Sled for Refill Station	1	\$395.00
13	WRK Armorer's Kit for WRK Recoil Kits	1	\$495.00
14	Pump Action Shotgun Laser Insert for Slugs and Buckshot Also provides less than lethal application training	1	\$795.00
15	PepperBall, FN 303, or 37MM Adaptor w/ MILO Range Programmable Laser	1	\$695.00
16	Un-Tethered Instructor The wireless remote tablet for the MILO Range system offers trainers the freedom to run the system remotely via a PDA device. Both video scenario operation and system calibration are supported.	1	\$1,995.00
17	Range React! Distraction Device with HR Monitor Haptic/Sound/Light Distraction Device Includes Haptic Unit and instructor remote along with wrist-worn heart rate monitor and software for debrief.	1	\$1,995.00
18	Ceiling Mount Installation Kit Kit includes projector mount, hit detection box mount, cabling, ceiling tile, and standard 9' ceiling post. Custom length posts are optional and may include additional charges.	1	\$2,495.00