

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, MARCH 2, 2020 7:00 p.m.

**LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road**

- 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, to include:
- 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 17, 2020 Regular Village Board Meeting.
- B. Accounts payable/payroll
- | | | | | |
|----|-------------------|------------------|----|--------------|
| 1. | February 20, 2020 | Payroll (Hourly) | \$ | 243,248.46 |
| 2. | February 25, 2020 | Accounts Payable | \$ | 3,103,101.64 |
| 3. | February 28, 2020 | Payroll (Salary) | \$ | 107,549.70 |
- The following items were forwarded from **Public Safety** with a unanimous recommendation.
- C. Operators License: Wayne Dedrick [Recommendation Forthcoming]
- The following items were forwarded from **General Government and Finance** with a unanimous recommendation.
- D. Resolution 13-2020, Budget Amendment – Resolution to Carry Over 2019 Capital Fund and General Fund Projects.
- VIII. **OLD BUSINESS:**
- A. None.

IX. PUBLIC HEARINGS:

- A. None.

X. NEW BUSINESS:

- A. Resolution 14-2020, Germantown Hawks Football Field Usage Agreement 2020-2022.
- B. Resolution 15-2020, Junior Warhawks Baseball / Softball Field Usage Agreement 2020-2021.
- C. Resolution 16-2020, Police Department – Intergovernmental Agreement with the City of Milwaukee for Law Enforcement Services for the 2020 Democratic National Convention.
- D. Resolution 17-2020, Resolution Authorizing the Borrowing of not to exceed \$3,915,000, and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, March 16, 2020 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 17, 2020**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Hughes, Myers, Miller, Wing, and Zabel. Trustees Warren and Kaminski were absent excused. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Fire Chief Delaine, Manager Tucker, Director Rath, Director Ratayczak, Director Schroeder, Planner Zandt, Director Retzlaff, and Associate Planner Zandt.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

Clerk Braunschweig reported that there will be a Statewide Primary on February 18, 2020. Polls will be open from 7 a.m. – 8 p.m.

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

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

None.

CONSENT AGENDA:

- A. Approval of Minutes: February 3, 2020 Regular Village Board Meeting.
- B. Accounts payable/payroll
 - 1. January 31, 2020 Accounts Payable \$ 1,762.00
 - 2. January 31, 2020 Payroll (Salary) \$ 111,678.00
 - 3. February 4, 2020 Payroll (Hourly) \$ 249,337.66
 - 4. February 10, 2020 Accounts Payable \$ 750,463.75
 - 5. February 14, 2020 Payroll (Salary) \$ 111,034.74
- C. Operator's Licenses: Owen Crocker, Jordan Stoffel, Tyler Trzebiatowski. [Recommended]. The following items were forwarded from **Public Safety** with a unanimous recommendation.
- D. Purchase of two Police Inceptor Utility Vehicle Squads in an amount not to exceed \$68,496. The following items were forwarded from **Public Works** with a unanimous recommendation.
- E. Resolution 09-2020, Germantown Development Handbook.
- F. Resolution 10-2020, Contract with Wachtel Tree Science for Forestry Services, in an amount not to exceed \$15,000.
- G. Service with Washington County for Centerline and Edge Lines Painting, in an amount not to exceed \$32,000.
- H. Purchase of Crack Filling Material from Sherwin Industries of Milwaukee in an amount not to exceed \$35,000.
- I. Purchase of Western Star Tandem Axle Patrol Truck from Truck Country in an amount not to exceed \$203,024.
- J. Purchase of Maclean Trackless Sidewalk Mower from Miller Bradford in an amount not to exceed \$163,500.

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

OLD BUSINESS:

A. 2020 Capital Projects / Equipment Requests Borrowing.

Administrator Kreklow reported that there was an update to the list related to the ambulance. Fire Chief Delain came to the podium. He reported on the ambulance. Chief Delain gave history and information to the previous ambulances that the boxes were mounted on new chasis. The boxes are failing. The new ambulance has a powerload feature to load the cots, to prevent back injuries. The lifeline boxes have a lifetime warranty.

Discussion ensued of the allocation to the Design of the Public Works Campus. Administrator Kreklow reported that the dollar amount is for the design and detailed site plan, there is sewer and water. This included contingency. The \$900,000 is the maximum amount.

Original MOTION (Myers/Miller) to approve the 2020 Capital Projects / Equipment Requests Borrowing (from February 3, 2020, meeting).

AMENDMENT MOTION (Zabel/Miller) to Reduce the Amount for the Design of the Public Works Campus from \$900,000 to \$750,000. Motion Carried. Baum voted no.

Discussion ensued of the asphalt paving and borrowing for the road projects. Director Ratayczak reported on the PASER Rating and road projects and the plan to utilize the monies. Discussion ensued of the carryover for capital. Administrator Kreklow reported that grant money and design changes are a factor.

Director Schroeder came to the podium and gave detail in regard to the Firemen's Park Shelter.

MOTION as amended (Myers/Miller) to approve the 2020 Capital Projects / Equipment Requests Borrowing. Roll Call Vote Carried. Baum and Zabel voted no.

PUBLIC HEARING:

None.

NEW BUSINESS:

2 Lot Certified Survey Map - Edward J. Casper - W217 N9862 White Horse Drive.

MOTION (Zabel/Hughes) to approve the 2 Lot Certified Survey Map - Edward J. Casper - W217 N9862 White Horse Drive. Motion Carried Unanimously.

Exterritorial Plat 2 Lot Certified Survey Map - John & Ellen Kuber - W200 N14144 Rocky Lane - Town of Germantown.

MOTION (Baum/Myers) to approve Exterritorial Plat 2 Lot Certified Survey Map - John & Ellen Kuber - W200 N14144 Rocky Lane -Town of Germantown. Motion Carried Unanimously.

Resolution 11-2020, Amendment to Wrenwood Development Agreement.

MOTION (Myers/Baum) to Approve Resolution 11-2020, Amendment to Wrenwood Development Agreement.

AMENDMENT MOTION (Myers/Baum) to amend the agreement to include building permits may be issued for eight condominium units (2 four-unit structures) and eight principal single-family structures. Amendment motion carried. Zabel voted no.

MOTION as amended carried. Zabel voted no.

Final Subdivision Plat for Phase 1 (south 47 lots) of the Wrenwood Residential Subdivision. Neumann Development, Agent for Wrenwood LLC & Freistadt Land Development LLC, Property Owners - Lot 2 & 3 of CSM 6890; 67-acres located west of Country Aire Drive and north of Mequon Road.

Director Retzlaff came to the podium. The site location was shown. MOTION (Myers/Baum) to approve the Final Subdivision Plat for Phase 1 (south 47 lots) of the Wrenwood Residential Subdivision. Neumann Development, Agent for Wrenwood LLC & Freistadt Land Development LLC, Property Owners - Lot 2 & 3 of CSM 6890; 67-acres located west of Country Aire Drive and north of Mequon Road. Motion Carried. Zabel voted no.

Resolution 12-2020, Establishing 2020 Weights & Measures Device Fee Schedule.

MOTION (Baum/Miller) to approve Resolution 12-2020, Establishing 2020 Weights & Measures Device Fee Schedule. Motion Carried Unanimously.

Replacement and Purchase of Ambulance from Lifeline Ambulance in an amount not to exceed \$273,881.

MOTION(Baum/Miller) to approve the Replacement and Purchase of Ambulance from Lifeline Ambulance in an amount not to exceed \$273,881. Roll Call Vote Carried. Zabel voted no.

Jurisdictional Transfer of County Y from Washington County to the Village.

Administrator Kreklow reported on the item. This will allow the Village to manage Goldendale Road as far as speed limits, driveways and acceleration and deceleration areas. There are efficiencies to be achieved such as the Village is plowing and maintaining nearby roads. There would be a cash payment to the Village at a net of \$692,500. The levy limit would increase for the maintenance of the road.

MOTION (Myers/Miller) to approve the Jurisdictional Transfer of County Y from Washington County to the Village.

Scott Schmidt, Washington County Highway Commissioner, came to the podium. He reported the General Transportation Aids would increase for the Village.

Motion carried. Wing, Zabel and Wolter voted no.

Administrator 2020 Performance Standards. The Village Board may convene into closed session per Wis. Stats. §19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and may convene into open session to take such action as it deems appropriate.

**MOTION (Baum/Myers) to convene into closed session at 8:20 p.m. and to include the Village Board and Village Administrator. Roll Call Vote Carried Unanimously.
The Village Board reconvened into open session at 9:10 p.m.**

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 9:10 p.m.

The next regular meeting of the Village Board will be on Monday, February 17, 2020 at 7:00 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

Budget Resolution
APPROVING AMENDMENTS TO THE 2020 BUDGET
Capital Account and General Fund Carry Over

WHEREAS, the Village Board of the Village of Germantown approved the appropriation of funds for operations for the year 2020, and,

WHEREAS, funds for various Capital Projects/Equipment and General Fund expenditures were included in the 2019 Budget and have not been fully expensed, and,

WHEREAS, several projects are still ongoing, or will have its excess funds attributed to another capital project, as detailed in the attached listing, totaling \$1,041,618 for General Fund and ~~\$1,608,832~~ \$1,665,323 * for Capital Fund 40, and,

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Germantown that the 2020 Budget be amended according to the attached list, and

BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized and directed to publish a copy of this Resolution as a Class I Notice in accordance with Section 65.90 (a) Wisconsin Statutes.

Introduced by: _____

Adopted: March 2, 2020

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

*Adjusted increase of \$56,491 due to asphalt paving water and sewer utility share of Park Avenue

Budget Amendment Resoution

Carry Over Projects & Equipment Purchases - 2019 to 2020

Capital Projects Fund

Account	Department	Description	Purpose	Amount	2020	
					Original Budget	Amended
40-521-570-8460	Police	Commuciation Equipment	Radio Console Update - Eaton Service Plan	5,070	0	5,070
40-519-570-8200	Village Hall	Electroinic Sign	Electronic Sign	27,234	175,000	202,234
40-541-570-8892	Engineering	Storm Water	Storm Drainage Improvements	361,587		361,587
40-541-570-8913	Engineering	MS4 Program	Stormwater Quality Mgmt Plan - Grant Eligible	86,419		86,419
40-541-570-8902	Engineering	Flooding Mitigation	Flooding Mitigation	50,000		50,000
40-542-570-8450	Highway	Trucks	Single Axle Patrol from 2019 -	143,499	203,500	346,999
40-542-570-8810	Highway	Asphalt Paving	Asphalt Paving	312,728 *	1,500,000	1,812,728
			*adjustment from GGF \$55,000 higher due to utility cost of paving Park Ave			
40-552-570-8310	Recreation	Land Improvements	Prior projects pathways, court standard etc, to Firemans	658,786		658,786
40-552-570-8450	Recreation	Playground Equipment	Weidenbach Park Playground	20,000		20,000
						0
				1,665,323	1,878,500	3,543,823

Use of Existing Capital Funds to Offset 2020 Projects & Equipment

Account	Department	Description	Purpose	Amount
40-521-570-8440	Police	Software	Lixipol - Accreditation Software	55,249
40-542-570-8450	Highway	Public Works Equipment	Purchase Sewer Utility Truck	10,000
40-541-570-8901	Engineering	Sidewalks	Sidewalk Program	10,000
				75,249

General Fund

Account	Department	Description	Purpose	Amount	Original Budget		Amended
10-521-570-8100	Police	Misc Equipment	Replace Furniture Booking Room/Lockup	9,963	99,000		108,963
10-521-530-7210	Police	Training Equipment	Wordsystems Upgrade	5,049	87,000		92,049
10-519-570-8222	Fire	Misc Equipment	Nitrogen Generation System	29,205	51,000		80,205
10-519-570-8251	Library	Misc Equipment	Nitrogen Generation System	20,000	25,000		45,000
10-553-570-8100	Parks	Misc Equipment	Alt Bauer Asphalt Replacement	15,000	45,000		60,000
10-553-530-5290	Parks	Street Tree Mnt	Limbwalkers 2019 - 2020 Project	28,567	70,000		98,567
10-541-570-8100	Engineering	Misc Equipment	Bridge Repair	10,000	0		10,000
10-542-570-8100	Highway	Misc Equipment	Final Traffic Study Mequon Rd Corridor	13,036	15,000		46,818
10-542-570-8100	Highway	Misc Equipment	Culvert Replacement	18,782			
10-542-530-3505	Highway	Asphalt Paving	Asphalt Paving	588,078	482,960		1,071,038
10-563-530-4400	Community Development	Planning - Contracted Services	Contracted Services	45,477	30,000		75,477
10-551-+++ +++++	Library	County Carry over	Various Accounts (pending Library Board Approval)	16,533			16,533
10-567-530-7950	Municipal Development	Hotel Motel Tax	Hotel Motel Taxes, Tourism	206,768	0		206,768
10-552-570-8200	Recreation	Misc Equipment	Fence Repair, Spassland Trail, Signage, Haupt Strasse Skbrd	27,060	30,000		57,060
10-563-570-8100	Planning	Misc Equipment	ArcGIS Licence	2,075	0		2,900
10-563-570-8100	Planning	General	Replacement Computer -	825	0		
10-524-530-3100	Inspection	General	Automated Permit Tracking System	3,900	4,000		7,900
10-524-530-5400	Inspection	Equipment	Replacement Computer -	1,300	750		2,050
				1,041,618	939,710		1,981,328

Approved GGF

Approved VB

* Library Board Allocation TBD

	Carry Over	Budget	New
10-551-530-3150	25,000.00		10,000.00 35,000.00
10-551-530-3610	5,000.00		15,000.00 20,000.00
10-551-530-3645	8,000.00		10,000.00 18,000.00
10-551-530-3821	3,000.00		6,000.00 9,000.00
10-551-530-7710	2,187.00		1,000.00 3,187.00
10-430-431-7210	-12,000.00		-264,500.00 (\$276,500.00)
			0.00
	31,187.00		-222,500.00 -191,313.00

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 14-2020

GERMANTOWN HAWKS FOOTBALL FIELD USAGE AGREEMENT 2020-2022

WHEREAS, the Village of Germantown and the Germantown Hawks Football held a three-year agreement that expired on December 31, 2019; and,

WHEREAS, Staff has met with representatives of the Germantown Hawks Football Organization to discuss renewal of the agreement. A per participant fee of \$12 has been incorporated to address deficiencies in field maintenance. The fees paid are deposited in the Park and Recreation Non-Reverting, Non-Lapsing Facility Fund designated for use by the Village to help maintain the fields used by the Germantown Hawks Football Organization. The organization is required to provide a liability insurance policy, and relinquish usage if the Village declares a need; and,

WHEREAS, On February 12, 2020, the Park and Recreation Commission met and recommended the attached agreement; and,

NOW THEREFORE BE IT RESOLVED, that the attached Agreement for 2020-2022 Between the Village of Germantown and the Germantown Hawks Football Organization is hereby approved.

Introduced by: _____

Adopted: March 2, 2020

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: Monday, March 2, 2020

AGENDA ITEM: New Business

ITEM TITLE: Germantown Hawks Football - Field Usage Agreement 2020-2022

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:

During the development of Friedenfeld Park, affiliate agreements were created between the Village of Germantown and community youth athletic organizations, including Germantown Hawks Football.

In November 2016, following review and recommendation by the Park & Recreation Commission, the Village Board approved a 3-year agreement with Germantown Hawks Football. This agreement expired on December 31, 2019.

Attached for your review and approval is a new 3-year agreement with the Germantown Hawks for 2020-2022. This agreement contains the same language as the previous agreement.

A per participant fee of \$12 is incorporated to address deficiencies in field maintenance. The fees paid are deposited in the Park and Recreation Non-Reverting, Non-Lapsing Facility Fund designated for use by the Village to help maintain the fields used by Germantown Hawks Football. The organizations are required to provide a liability insurance policy, and relinquish usage if the Village declares a need.

This agreement has been reviewed by Germantown Hawks Football, and the Village Attorney.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

Attachment: 2020-2022 Field Usage Agreement

RECOMMENDATION:

At the February 12, 2020 Park and Recreation Commission meeting, a motion was made by Commissioner Borden, seconded by Commissioner Miller, to recommend to the Village Board to approve the Germantown Hawks Field Usage Agreement for 2020-2022. Motion unanimously carried.

FACILITY USAGE AGREEMENT

This agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN** (the "Village"), Washington County, Wisconsin and **GERMANTOWN HAWKS FOOTBALL** ("Hawks"), Germantown, Wisconsin:

In consideration of the mutual obligations, undertakings, promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USAGE OF FIELD:**

The Village, for and in consideration of the covenants, agreements and conditions hereinafter stated, to be kept and performed by the Hawks Football League, hereby agrees to allow the Hawks to utilize the following premises for League games on the same terms and conditions the following described premises: Main Football Field, Field #2, Practice Field #3 and Practice Field #4 at Friedenfeld Park (See appendix A).

2. **RIGHT OF USAGE:**

The Village of Germantown Parks and Recreation Department will be in charge of scheduling the various sport fields located at Friedenfeld Park and will have priority in usage of the fields for recreation programs. The Hawks will be allowed to utilize the football field for games and practices from August through October of each year. If the Recreation Department offers a program during this three-month period they will give prior notice to Hawks as to the dates of said usage. The Village reserves the right to close the fields at any time for routine or preventative maintenance, poor or unsafe conditions and/or at other times when deemed in the best interest of the Village. The football fields may be utilized by the Village, in its sole discretion, for practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams ages 18 years and under.

3. **REPAIRS:** Hawks agrees that any repairs that need to be completed to the premises resulting from their use thereof shall be the sole responsibility of the Hawks Football, provided that the Village may, in its sole discretion, choose to complete any repair work on its own after providing cost estimates to Hawks prior to starting the work and invoice Hawks for the cost thereof. Such invoice shall be paid within 60 days of its issuance.

4. **TERMS:**

The term of this agreement is three (3) years and shall commence on January 1, 2020, and shall terminate on December 31, 2022 unless earlier terminated or renewed in accordance with this agreement.

5. **IMPROVEMENTS:**

It is understood and agreed that the premises will be used by the Hawks Football League for games, practices, storage, and related lawful uses and structures. The Hawks may, at its own expense, construct and install improvements and equipment on the premises to carry out its purposes and use thereof, provided that such work and equipment shall first be approved by the Village. Approvals are required by the Park and Recreation Director, Park and Recreation Commission, Building Inspection and possibly Planning Commission and Village Board depending on project and improvements. Any permanent structures or improvements installed

by Hawks Football shall become property of the Village, while any non-permanent improvements shall remain property of Hawks.

6. **FEES:**

Germantown Hawks Football will assess a \$12.00 fee for each participant playing in the league. The fee will be deposited in a non-reverting and non-lapsing fund to be used for preventative and routine maintenance and/or improvements at the Village's discretion. Routine maintenance will be performed according to the schedule outlined in Appendix B and shall be agreed upon by both the Village and Hawks.

7. **SPONSORSHIP:**

The Village reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotions. In the event that this agreement relates to the scheduling of a tournament, camp or clinic, Hawks shall provide the Village with written notice of any event sponsors, including the name of the sponsors and other information that may be requested by the Village. Event sponsorships will be permitted unless such sponsorship conflicts with any other Village sponsorships.

8. **ASSIGNMENT AND SUBLETTING:**

The Hawk's Football League may not assign the usage of the football field or the premises or any part thereof to any other organization.

9. **COMPLIANCE WITH LAW:**

Hawks shall not commit any undue waste on the premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof. Hawks shall not be required to make any alterations, additions or improvements to the premises, except such as may be required with respect to any additions or changes undertaken by the Hawks Club on the football field.

10. **LIABILITY:**

Hawks, on behalf of itself and its affiliates, successors, heirs and assigns, hereby releases and holds the Village and its officers, employees, representatives and agents harmless from any and all liability of any kind or nature occasioned by any act or omission within or on the Premises. Hawks further agrees to keep in full force and effect during the term of this agreement, a public liability insurance policy, written and issued by a responsible insurance company acceptable to the Village, insuring itself and the Village against injury to property, person, or loss of life arising out of the use and occupancy of the demised premises, with limits of at least \$100,000 property damage, \$500,000 for one person, and \$1,000,000 for any number of persons injured or killed in any one accident, and shall furnish the Village adequate and written evidence of such coverage annually.

11. **ADJUSTMENT AND DEFAULT:**

This agreement may be adjusted at any time upon the mutual written agreement of the parties. Further, this agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that the Village has given written notice of such default to the Hawks Club and the Hawks has not corrected such default within thirty (30) days of receiving notice thereof. In such event the Village shall provide an alternate site for the duration of said event.

Entered into this ____ day of _____, **2020.**

VILLAGE OF GERMANTOWN

Village President

Village Clerk

Park & Recreation Director

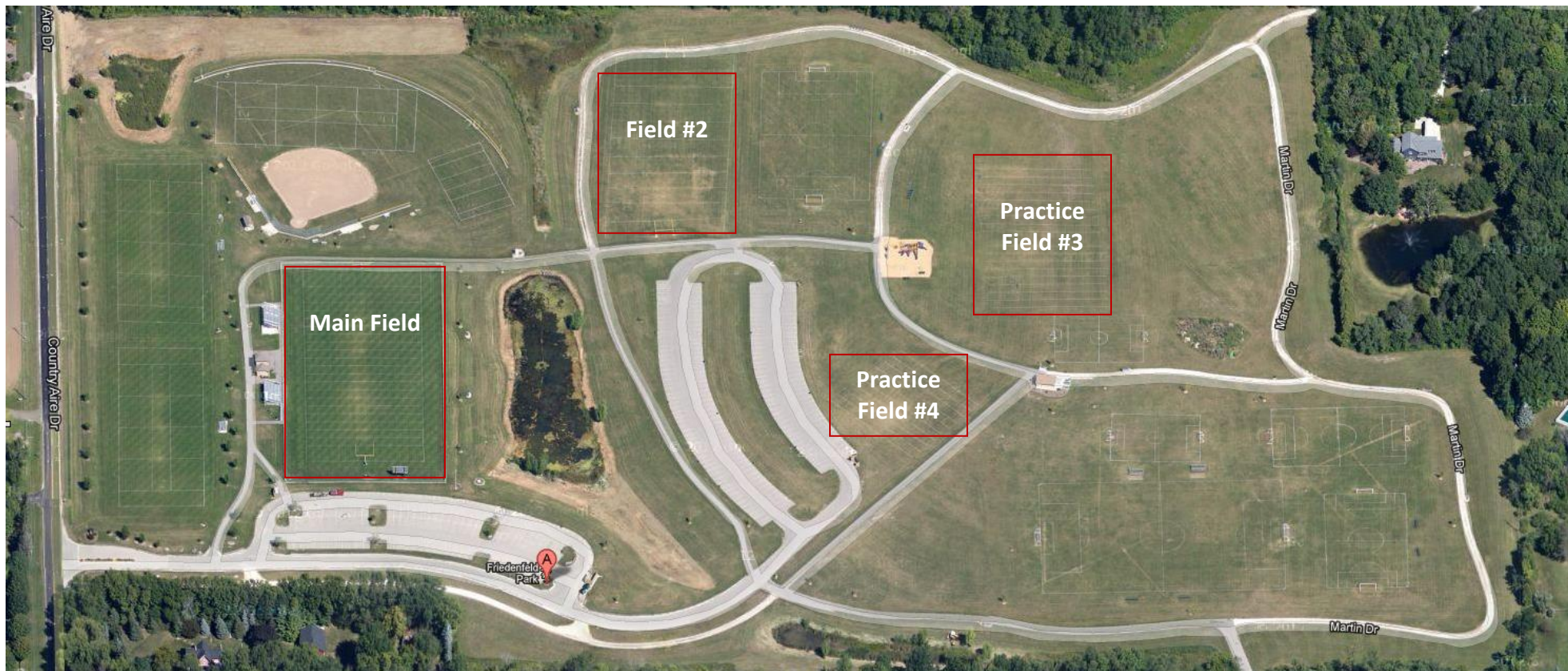
GERMANTOWN HAWKS FOOTBALL

President

Vice President

APPENDIX A

Friedenfeld Park Field Map



APPENDIX B

Hawks Football

Friedenfeld Park Field Maintenance Schedule

Friedenfeld Sports Turf Maintenance - Hawks Football			
Maintenance	Recommended Frequency Per Yr	Cost Per Application	Total Cost Using Recommended Frequency
Aerating	1	\$309.00	\$309.00
Fertilizing	6	\$316.00	\$1900.00
Broadleaf Spray	2	\$237.00	\$474.00
Total Cost:			\$2,683.00

NOTE: Coverage figured for Main Field & Practice Field 2

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 15-2020

**JUNIOR WARHAWKS BASEBALL /SOFTBALL
FIELD USAGE AGREEMENT 2020-2021**

WHEREAS, the Village of Germantown and the Germantown Junior Warhawks (formerly Diamond Club) held a two-year agreement that expired on December 31, 2019; and,

WHEREAS, Staff has met with representatives of the Germantown Junior Warhawks Organization to discuss renewal of the agreement. There is a provision of an annual lump sum payment of \$3,000. The Junior Warhawks reimburse the Village for any ball diamond supplies that are used. The organization is required to provide a liability insurance policy, and relinquish usage if the Village declares a need; and,

WHEREAS, On February 12, 2020, the Park and Recreation Commission met and recommended the attached agreement; and,

NOW THEREFORE BE IT RESOLVED, that the attached Agreement for 2020-2021 Between the Village of Germantown and the Germantown Junior Warhawks Organization is hereby approved.

Introduced by: _____

Adopted: March 2, 2020

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: March 2, 2020

AGENDA ITEM: New Business

ITEM TITLE: Junior Warhawks Baseball/Softball – Field Usage Agreement 2020-2021

SUBMITTED BY: Mark Schroeder, Park & Recreation Director

SUMMARY EXPLANATION:

The Germantown Junior Warhawks (formerly Diamond Club) is a not-for profit organization which offers the sports of baseball and softball to approximately 300 Germantown youth annually.

In May 2018, following review and recommendation by the Park & Recreation Commission, the Village Board approved a 2-year agreement with the Germantown Diamond Club. This agreement expired on December 31, 2019.

Attached for your review and approval is a new 2-year agreement with the GT Junior Warhawks for 2020-2021. This agreement contains the same language as the previous agreement including the provision of an annual lump sum payment of \$3,000. In addition, the Junior Warhawks organization reimburses the Village for any ball diamond supplies that are used. The organization is required to provide a liability insurance policy, as well as relinquish usage if the Village declares a need.

ATTACHMENT: ORDINANCE ☐ RESOLUTION ☐ OTHER ☒

Attachment: 2020-2021 Field Usage Agreement

RECOMMENDATION:

At the February 12, 2020 Park & Recreation Commission Meeting., a motion by Commissioner Borden, seconded by Commissioner Miller, to recommend to the Village Board to approve the Junior Warhawks Field Usage Agreement for 2020-2021. Motion unanimously carried

FACILITY USAGE AGREEMENT

This Agreement entered into as of the date specified below by and between the **VILLAGE OF GERMANTOWN**, Washington County, Wisconsin (the “Village”) and the **GERMANTOWN JUNIOR WARHAWKS**, Germantown, Wisconsin (the “User”).

In consideration of the mutual obligations, undertakings, promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USAGE OF FIELD:** The Village hereby agrees to allow the User to utilize one (1) field at Firemen’s Park (Freistadt Field), one (1) field at Kinderberg Park, one (1) field at Haupt Strasse Park, and one (1) field at Friedenfeld Park (see appendix A) for games and practices (the “Premises”).
2. **RIGHT OF USAGE:** The Village’s Parks & Recreation Department shall be responsible for scheduling the various sport fields located at Freistadt Field, Kinderberg Park, Haupt Strasse Park, and Friedenfeld Park, and will have priority in usage of the fields. The User will be allowed non-exclusive use of the fields for baseball and softball games and practices during their season (April – July). The Village reserves the right to close the fields at any time for routine or preventative maintenance, poor or unsafe conditions and/or at other times when deemed in the best interest of the Village. The fields may be utilized by the Village, in its sole discretion, for baseball or softball practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams.
3. **REPAIRS:** User agrees that any repairs that need to be completed to the Premises resulting from User’s use thereof shall be the sole responsibility of the User, provided that Village may, in its sole discretion, choose to complete any repair work on its own and invoice User for the cost thereof. Such invoice shall be paid within 60 days of its issuance.
4. **TERMS:** The term of this agreement is two (2) years and shall commence on January 1, 2020 and terminate on December 31, 2021 unless terminated or renewed in accordance with this agreement.
5. **IMPROVEMENTS:** It is understood and agreed that the Premises will be used by the User for games, practices, storage, and related lawful uses. The User may, at its own expense, construct and install improvements and equipment on the Premises to carry out its purposes and use thereof, provided that such work and equipment shall first be approved by the Village. Approvals are required by the Park and Recreation Director, Park and Recreation Commission, Building Inspection and possibly Planning Commission and Village Board depending on project and improvements. Any permanent structures or improvements installed by User shall become property of the Village, while any non-permanent improvements shall remain property of the User.
6. **FEES:** User will pay the Village a lump sum fee of \$3,000 annually. The fee will be deposited in a non-reverting and non-lapsing fund to be used for preventative and routine maintenance and/or improvements at the Village’s discretion. The Village will also charge

the User for products (i.e. chalk, diamond dry, turf, etc) used for their activity. Routine maintenance shall be performed according to the schedule outlined in Appendix B.

7. **SPONSORSHIP:** The Village reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotions. In the event that this agreement relates to the scheduling of a tournament, camp or clinic, the User shall provide the Village with written notice of any event sponsors, including the name of the sponsors and other information that may be requested by the Village. Event sponsorships will be permitted unless such sponsorship conflicts with any other Village sponsorships.
8. **ASSIGNMENT AND SUBLETTING:** User may not assign this agreement or the usage of the Premises, or any part thereof, to any other organization.
9. **COMPLIANCE WITH LAW:** User shall maintain the playing facility and comply with the highest safety standards set forth by the User's governing body. Except as otherwise provided for within this Agreement and those changes undertaken at User's discretion subject to the terms herein, User shall not be required to make any alterations, additions or improvements to the premises.
10. **LIABILITY:** User, on behalf of itself and its affiliates, successors, heirs and assigns, hereby releases and holds the Village and its officers, employees, representatives and agents harmless from any and all liability of any kind or nature occasioned by any act or omission within or on the Premises. User further agrees to keep in full force and effect during the term of this agreement, a public liability insurance policy, written and issued by a responsible insurance company acceptable to the Village, insuring itself and the Village against injury to property, person, or loss of life arising out of the use and occupancy of the demised premises, with limits of at least \$100,000 property damage, \$500,000 for one person, and \$1,000,000 for any number of persons injured or killed in any one accident, and shall furnish the Village adequate and written evidence of such coverage annually.
11. **AMENDMENT AND DEFAULT:** This Agreement may be amended at any time upon the mutual written agreement of the parties. This Agreement may be terminated in the event of the default of any of the terms and conditions set forth herein provided that User has failed to correct such default following 30 days written notice by the Village to User.

Entered into this ____ day of ____, 2020.

VILLAGE OF GERMANTOWN

Village President

Village Clerk

Park & Recreation Director

GERMANTOWN JUNIOR WARHAWKS

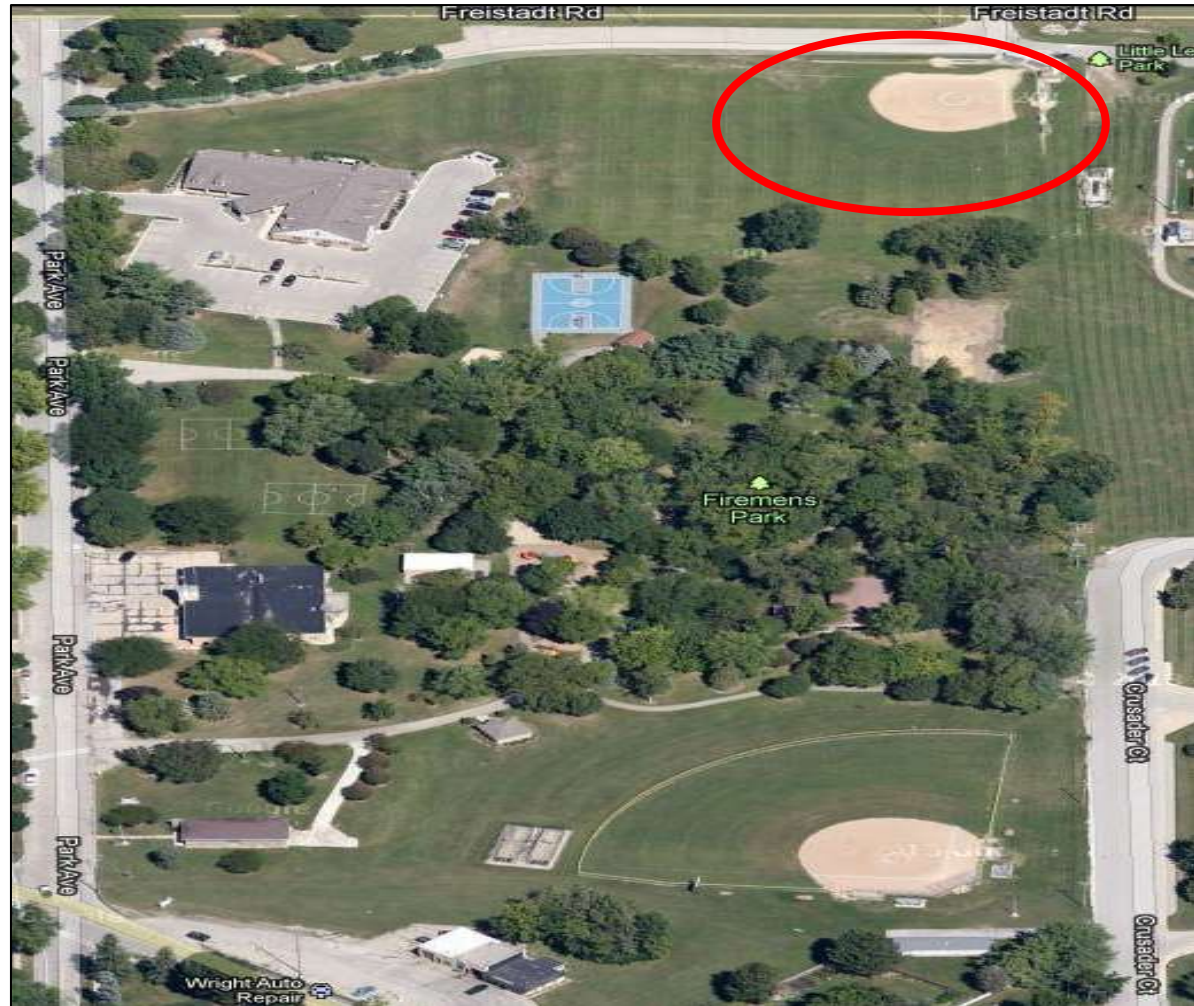
President

Secretary

Treasurer

APPENDIX A

Firemen's Park – Freistadt Field



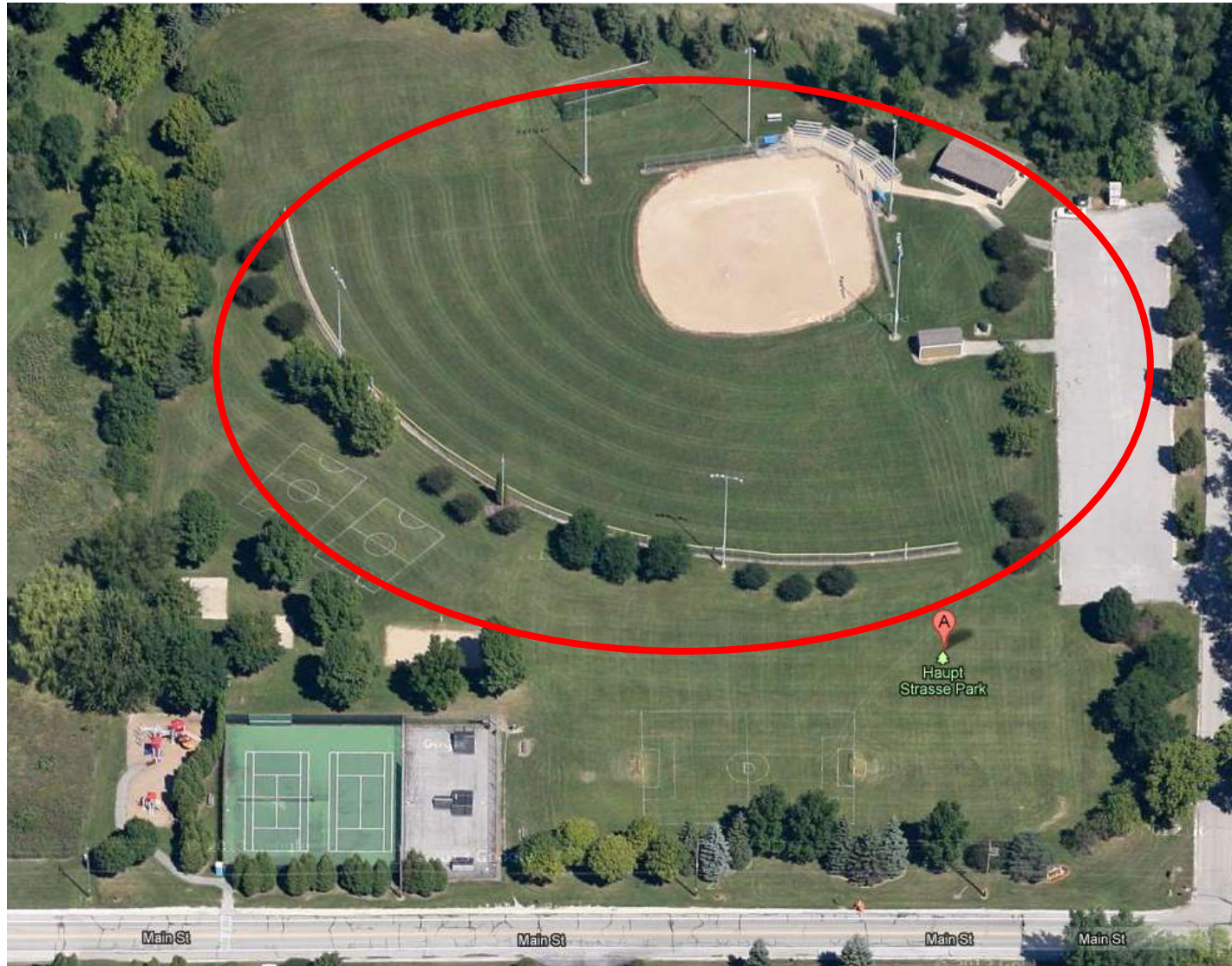
APPENDIX A

Kinderberg Park



APPENDIX A

Haupt Strasse Park



**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 16-2020

**INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MILWAUKEE
FOR LAW ENFORCEMENT SERVICES FOR THE
2020 DEMOCRATIC NATIONAL CONVENTION**

WHEREAS, the City of Milwaukee is requesting to enter into an agreement with the Village of Germantown for the Village to provide sworn personnel to provide security during the Democratic National Convention; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the attached Intergovernmental Agreement with the City of Milwaukee for Law Enforcement Services for the 2020 Democratic National Convention.

Introduced by: _____

Adopted: March 2, 2020

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE PUBLIC SAFETY COMMITTEE
& VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: 02-03-2020 & 3-2-2020

AGENDA ITEM: New Business

ITEM TITLE: 2020 DNC

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

The City of Milwaukee will be hosting the 2020 Democratic National Convention in July 2020. The City is requesting to enter into an agreement with the Village of Germantown to provide sworn personnel to provide security during the convention. The Police Department is requesting to provide the following resources.

We would assign the six officers assigned to the Washington County Metro SWAT Team. These officers would be assigned throughout the week. That schedule has not been determined but is believed the officers would not be assigned at the same time.

Additionally, we would request to provide no more than 3 officers per day, depending on staffing levels. Addressing staffing requirements in the Village will be a priority.

Attached is the Intergovernmental Agreement along with additional documents to explain how overtime costs would be reimbursed to the Village.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:

Intergovernmental Agreement for Law Enforcement Services for the 2020
Democratic National Convention in Milwaukee, Wisconsin

Village of Germantown

This Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of March ___, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the Village of Germantown, Wisconsin (the “Agency”) for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

1. Definitions.

“Agreement” means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a subrecipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes, but is not limited to, Agency’s LEOs.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MPD.

“City MPD” means the City of Milwaukee Police Department, a department of the City.

“City MPD Commanding Officer” means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

“City MPD Policies” means City MPD’s Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD’s Code of Conduct and standard operating procedures are available online at <https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk>.

“Convention” means the 2020 Democratic National Convention scheduled to take place from July 13 to 16, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 20, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.

“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

2. Authority.

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. § 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party’s governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

3. Background.

3.1. The City has been designated as the host city of the Convention by the DNC, to be held July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to the Village of Germantown, Wisconsin under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

4. Organizational Structure.

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the relevant City MPD Policies within the training materials City MPD will provide to Agency on or before April 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel, and shall train Agency Personnel on those City MPD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

5. Agency Responsibilities.

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7 of this Agreement.

5.4. Agency Personnel “On Duty.” If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an “on duty” status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a tactical operating and briefing manual to Agency Personnel as they arrive in the City,

which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement by March 1, 2020. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, a device that contains oleoresin of capsicum, an electronic control device, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than April 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than June 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own

jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in Section 14 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

6. City Responsibilities. In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide services for the Convention. The commute will be to a location designated by the City MPD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MPD will provide food location assignments to Agency prior to the Convention Security Period. City will not provide lodging to Agency Personnel due to Agency's proximity to the Metropolitan Area.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

7. Payment Terms.

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Upon the City receiving the federal grant described in Section 7.4, below, Exhibit B may be updated to match the then-current federal regulations for the

federal grant. The City expects to be awarded the federal grant in early 2020. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection (1), above, of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4., or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by the City MPD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MPD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on

City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold a reasonable amount of any due payment until corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3 of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a subrecipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be made available to Agency upon request after the grant is actually awarded. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

8. Law Enforcement Procedures.

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. § 175.46. Except as provided in this Section 8.1, the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her

designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. Term. The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

10. Consideration. Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

11. Independent Contractor.

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3 of this Agreement.

11.2. Agency Personnel Remain Employees of Agency. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

12. Liability.

12.1. Indemnification. The City shall indemnify Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Sec. 66.0313, Wis. Stats.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

13. Records.

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term “record” shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this

Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4. of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4. should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4, above.

14. Early Termination.

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Agency Personnel if that Agency Personnel receives training from City MPD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to March 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement after March 1, 2020, only upon the occurrence of an Agency Emergency Event. If Agency terminates prior to the Convention Security Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

15. Governing Law. This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

16. Notices. All notices required under this Agreement shall be provided to:

To the City: Alfonso Morales
Chief of Police
749 West State Street
Milwaukee, WI 53233
MPDChief@milwaukee.gov
Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
mschan@milwaukee.gov

and

Nicholas DeSiato
Chief of Staff
Milwaukee Police Department
749 West State Street
Milwaukee, WI 53233
nidesi@milwaukee.gov

To Agency: Chief Michael S. Snow
Village of Germantown Police Department
N112 W16877 Mequon Road
Germantown, Wisconsin 53022
msnow@germantownpolice.org

17. Additional Provisions.

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

The Parties have executed this Agreement as on the dates set forth below.

CITY OF MILWAUKEE

Alfonso Morales, Chief of Police

Dated this _____ day of _____, 2020.

Martin Matson, City Comptroller

Dated this _____ day of _____, 2020.

Authorizing Resolution: 191192

Approved as to Form and Execution:

Office of the City Attorney

Dated this _____ day of _____, 2020.

VILLAGE OF GERMANTOWN

Dean M. Wolter, President

Dated this _____ day of _____, 2020.

Deanna Braunschweig, Village Clerk

Dated this _____ day of _____, 2020.

Michael S. Snow, Chief of Police

Dated this _____ day of _____, 2020.

Approved as to Form:

Brian C. Sajdak, Village Attorney

Dated this _____ day of _____, 2020.

1077-2018-1850:265095

Exhibit A

List of Agency Personnel and Commanding Officer

(Electronic version available from Captain Derrick Harris, dharri@milwaukee.gov)

Agency:					
Agency Commanding Officer:					
Date:					
Commanding Officer Signature:					
Name	Payroll ID Number	LEO Rank	Hourly Wage Rate / Overtime Rate	Hourly Fringe Benefit Cost	Mobile Field Force Training completed? yes/no

Exhibit B

(Electronic version available from Captain Derrick Harris, धारri@milwaukee.gov)

EXHIBIT B - Reimbursement of Personnel Costs - Assisting Agency

Assisting Agency:			Agency's # Regular Hours^{***}:		Medicare (set rate)
Prepared By: (Print Contact Name)			Contact/Phone #:	Signature:	FICA (set rate)
Approved By: (Print Contact Name)			Contact/Phone #:	Signature:	Pension Contribution (Agency's Rate) ^{***}
					RATES

* Total hours worked will be verified / reconciled to the hours logged by payroll system. Regular hours plus overtime hours cannot exceed the total hours logged in payroll system.

Provide your agency's number of regular hours scheduled for a typical week (i.e. 40 hours).

Use your agency's pension contribution rate to calculate pension contribution expenses. Provide official documentation that shows your current pension contribution rate.

Please provide breakdown of additional benefits being requested for reimbursement. This should include description of each individual benefit and applicable rate. Please input total amount of benefit in this column.

[illegible]

Exhibit C

(Electronic version available from Captain Derrick Harris, धारri@milwaukee.gov)



EXHIBIT C **2020 Democratic National Convention** **DNC Reimbursement Request Form**



Assisting Agency:

Prepared By:	Contact Phone's #:	Signature:
Approved By:	Contact Phone's #:	Signature:

Personnel Costs

	Number of Personnel	Total Regular Hours	Total Overtime Hours	Total Regular Cost	Total Overtime Cost	Total Regular and Overtime Cost
				\$ -	\$ -	\$ -

Three sets of documentation are required:

a. Outside Agency Tracking Form. These forms were signed off on by the personnel during the event and in the possession of the City of Milwaukee (City). If you are in possession of any of these timesheets, please provide them to the City as soon as possible.

b. Daily work records/work logs, time and attendance records, payroll registers. This includes whatever your typical system is to track payroll. This will be submitted as part of the reimbursement package. These records will be reconciled against the timesheets in order to approve final reimbursement. For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.

c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form).

Pension Rate	0.00%
FICA Rate	0.00%
Medicare Rate	0.00%
Other Benefits Rate	0.00%
Total Fringe	\$ -
Total Wages	\$ -

Food Per Diem Costs (Travel Days only)

Meals: Travel days will be paid at 75% as stipulated by federal regulations. https://www.gsa.gov/travel/plan-book/per-diem-rates Note: Travel day meal per diems will not be reimbursed for outside agencies that are within 100 miles of Milwaukee.	Number of Officers	Number of Days (Combine To and From - Prorated)	Federal Per Diem Food Rate (Travel Days)	Total Cost
			\$ 49.50	\$ -

Transportation Costs (Travel Days only)

Airfare: Receipt from airline or travel agent indicating name of traveler, dates of travel and total cost of ticket; receipt from airline indicating name of traveler, dates and cost of any baggage fees assessed; and boarding passes.	Number of Officers	Number of Tickets	Average Airfare Price (Per Round Trip)	Total Cost
			\$ -	\$ -
Auto reimbursement: Google map showing vehicle route to and from Milwaukee. Mileage reimbursed at federally approved rates: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/private-owned-vehicle-pov-mileage-reimbursement-rates a. Motorcycles – \$0.XX/mile – This includes fuel. b. Private Vehicles - \$0.XX/mile – This includes fuel. c. Gov't Owned Vehicles - \$0.XX/mile – This includes fuel.	Number of Vehicles	Total Miles (Combine to and From)	Mileage Rate	Total Cost
			\$ -	\$ -
Bus/Vehicle Rentals: Contract cost of rental vehicles or buses; highway and bridge toll fees.	Number of Buses/Rented Vehicles	Cost Per Bus/Rented Vehicle	Total Cost	
		\$ -	\$ -	

Additional Requested Costs (Not Listed Above)

Additional Expenses: Please provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.	Description of Additional Cost	Amount of Total Cost
Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. Example: If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the invoice for the total cost of the lodging. NOTE: Any reimbursement under this section must be preapproved in Writing by the City and such preapproval shall be attached to this form.		\$ -
		\$ -
		\$ -

Total Request for Reimbursement

All expenses incurred as described in the Intergovernmental Agreement and Estimate Cost Forms (ECF) are eligible for reimbursement. The costs initially provided were estimates and require documentation for final approval and reimbursement. Note: Credit card statements are not considered a valid document for the purposes of reimbursement.	Salary	\$ -
	Per Diem	\$ -
	Transportation	\$ -
	Additional Expenses	\$ -
	Total Cost	\$ -

Please feel free to contact the following City of Milwaukee Personnel with any questions you may have:

Rhonda Kelsey 414-286-3639
 Dennis Yaccarino 414-286-8552 Andrea Fowler 414-286-5563

Exhibit D

Additional Expenditure Authorization Form - “In Writing”

Directions for Use of This Form: Use this form to obtain approval for additional expenditures “In Writing,” pursuant to your Agency’s Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin “Agreement.” Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2. of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

Agency Information	
Agency:	
Agency Personnel Completing Form:	
Date:	
Additional Expenditure Information	
Expenditure Requested:	
Reimbursable Cost:	
Vendor:	
Description/Purpose:	
Additional Memo (optional):	
City of Milwaukee Commanding Officer Approval Information	
Name:	
Rank:	
Date:	
Signature:	
Memo (optional):	

RESOLUTION NO. 17-2020

RESOLUTION AUTHORIZING THE BORROWING
OF NOT TO EXCEED \$3,915,000; AND
PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION PROMISSORY NOTES THEREFOR

WHEREAS, it is necessary that funds be raised by the Village of Germantown, Washington County, Wisconsin (the “Village”) for the purpose of paying the costs of 2020 capital improvements including building, road and park improvements, public works campus design costs and equipment acquisition (the “Project”) and there are insufficient funds on hand to pay said costs;

WHEREAS, the Village hereby finds and determines that the Project is within the Village’s power to undertake and serves a “public purpose” as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes; and

WHEREAS, villages are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization of the Notes. For the purpose of paying the costs of the Project, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of not to exceed THREE MILLION NINE HUNDRED FIFTEEN THOUSAND DOLLARS (\$3,915,000) from a purchaser to be determined by subsequent resolution of this Village Board (the “Purchaser”).

Section 2. Sale of the Notes. To evidence such indebtedness, the Village President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, general obligation promissory notes aggregating the principal amount of not to exceed THREE MILLION NINE HUNDRED FIFTEEN THOUSAND DOLLARS (\$3,915,000)(the “Notes”).

Section 3. Award of the Notes. The Finance Director (in consultation with the Village’s financial advisor, Ehlers & Associates, Inc.) shall prepare or cause to be prepared an Official Notice of Sale and an Official Statement and take other actions necessary for the sale and award of the Notes on April 6, 2020.

Section 4. Prior Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this 2nd day of March, 2020.

Dean Wolter
Village President

(SEAL)

ATTEST:

Deanna Braunschweig
Village Clerk