VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022

MEETING: **PUBLIC SAFETY COMMITTEE**

DATE AND TIME: **MONDAY, DECEMBER 2, 2019 5:30 p.m.**
SPECIAL COMMITTEE OF THE WHOLE MEETING TO FOLLOW

LOCATION: **VILLAGE HALL BOARD ROOM**
N112 W17001 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:** November 4, 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. Police Department - Lexipol Policy Development and Training Software Purchase.

- B. Engineering - Contract with TADI Inc. for Intersection Safety Screening, in an amount not to exceed $9,962.

C. Operator's Licenses: Ethan Moore. [Recommended Approval]

D. Temporary Class "B" Fermented Malt Beverage License, St. Boniface Parish, St. Boniface School – Fish Fry, March 6, March 13, March 20, March 27, and April 3, 2020.

E. Brama's Pizzeria LLC, Carrie Wegner Agent, N112W16700 Mequon Road , Germantown, Class C Wine and Class "B" Beer for the period commencing December 3, 2019 and ending June 30, 2020.

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. Animal Fancier License for January 1, 2020 – December 31, 2020.
1. Mary Best, W181N12556 Fond du Lac Avenue.
2. Phil Secker, W167 N10532 Bridle Path.
3. Cheryl Suckow, W217N9797 White Horse Drive.
4. Tim Truckenmiller, N103W17294 Woodbridge Court.
5. Becky Rao, W204N13781 Goldendale Road.
6. Kathleen Henning, N116W12899 Elm Lane.
7. Maureen Shaughnessy, W168N11318 Western Avenue.

G. Second Hand Article Dealer and Second Hand Jewelry Dealer License Renewal, January 1, 2020 – December 31, 2020.
1. Kessler's Diamond Center, N96 W16920 County Line Road.

H. Second Hand Article Dealer License Renewal for January 1, 2020 – December 31, 2020.
1. Eco ATM Inc, Hunter Bjorkman, Agent, W190 N9855 Appleton Ave.

VIII. **NEXT MEETING:** Set January 2020 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
NOVEMBER 4, 2019
GERMANTOWN VILLAGE HALL BOARD ROOM

CALL: The meeting was called to order at 5:30 p.m. by Chairman Hughes.

ROLL CALL: Chairman Hughes, Trustee Myers, Trustee Warren and Trustee Wing.

Also present were Police Lieutenant Grenier, 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 October 7, 2019 Public Safety Committee meeting. Motion carried unanimously.

POLICE DEPARTMENT MONTHLY REPORT: Grenier reported on the following:

- House fire on Church Street, detailed body cam video

FIRE DEPARTMENT MONTHLY REPORT: Delain reported on the following:

- Credited the police officers for saving the resident and his dog during the house fire
- What determines a call for mutual aid
- EFF (Effective Fire Force) clarification

OVERTIME REPORTS:

Police Department – Grenier advised overtime is tracking normally, he updated committee on staffing, advising that 2 officers have been hired with one starting in December and one in January. The 3rd vacancy will be filled with someone from the new application process.

Fire Department – Delain advised overtime is tracking normally for the year,

POLICY UPDATES FOR POLICE & FIRE DEPARTMENT:

Police Department - none
Fire Department – none

UNFINISHED BUSINESS: None

NEW BUSINESS:

OPERATOR'S LICENSES: Conor Pitterle, Destiny Putnins, Jailin Smiley [Recommended Approval]

No objections from the police and fire departments.

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

LATITUDE CAFÉ LLC, SHACKAR DANIEL LEVY, W156 N9636 PILGRIM ROAD, GERMANTOWN, CLASS C WINE FOR THE PERIOD COMMENCING NOVEMBER 5, 2019 & ENDING JUNE 30, 2020: a motion was made by Myers, seconded by Wing, to forward this license application to Village Board with a recommendation of approval, motion carried unanimously.

CHANGE OF LLC, FAWN LANE LLC, D/B/A BUZDUM'S PUB & GRILL, BORO BUZDUM, W188 N10515 MAPLE ROAD, GERMANTOWN, CLASS B INTOXICATING LIQUOR AND CLASS B FERMENTED MALT BEVERAGE FOR THE PERIOD COMMENCING NOVEMBER 5, 2019 & ENDING JUNE 30, 2020: a motion was made by Myers, seconded by Wing, to forward this application for change of LLC to Village Board with a recommendation of approval, motion carried unanimously.

All premise license recommendations/approvals to be 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.

NEXT MEETING: Monday, December 2, 2019, 6:00 p.m. at the Village Hall Boardroom.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:38 p.m.

Recorded by,

Julie L. Barth
Secretary

Overtime Report for Police & Fire Departments

2019 Year to date through: 17-Nov-19

Empl #	Employee Name	2019 Total OT Hours Paid	2019 Total Cost of OT Paid	2019 Total OT Hrs to Comp	2019 Time off Hours	2018 Total OT Hours Paid	2018 Total OT Hrs to Comp	2018 ANNUAL Total of OT hours worked	2018 ANNUAL Total OT to Pay
Police Dept									
90	Ball, Brian	0.00	0.00	37.50	56.25	0.00	51.75	51.75	0.00
93	Bartelt, Adam	22.25	1,009.26	140.75	211.13	212.25	38.63	250.88	9,388.88
92	Bloch, Ryan	191.25	11,067.64	60.25	90.38	124.50	23.63	148.13	7,025.54
115	Case, Robert	0.00	0.00	53.00	79.50	55.25	44.25	99.50	3,197.32
118	Farnsworth, Cody	21.50	975.24	96.50	144.75	48.00	132.00	180.00	2,043.36
113	Gilbert-Roeder, Trent	22.75	1,031.94	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	48.25	2,440.49	74.25	111.38	0.00	0.00	0.00	0.00
101	Jones, Shawn	30.25	1,947.04	34.50	51.75	34.50	56.25	90.75	2,165.22
88	Laux, Kevin	46.25	2,676.49	51.42	77.13	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	49.25	2,850.10	62.25	93.38	30.50	153.00	183.50	1,721.12
119	Onela, Michael	37.75	1,712.34	103.75	155.63	0.00	141.00	141.00	0.00
138	Olson, Toni	117.75	6,983.75	46.00	69.00	150.75	31.13	181.88	8,723.90
137	Pesch, Justin	120.50	6,094.89	51.00	76.50	124.00	24.00	148.00	6,115.68
133	Pierce, Catherine	0.00	0.00	122.75	184.13	1.75	184.50	186.25	88.83
96	Pierzchalski, David	93.25	5,396.38	124.25	186.38	84.50	358.88	443.38	4,768.34
98	Rechlicz, Justin	125.75	7,277.15	61.50	92.25	101.25	127.88	229.13	5,713.54
121	Schubert, Matthew	15.00	868.05	79.75	119.63	0.00	88.50	88.50	0.00
89	Schulz, Zachary	34.00	1,637.61	81.75	122.63	52.00	87.00	139.00	2,442.18
97	Spreiter, Jared	148.50	7,152.50	107.75	161.63	52.75	173.25	226.00	2,477.40
99	von Bereghy, Darren	224.75	13,006.28	100.00	150.00	333.00	148.50	481.50	18,791.19
95	Whealon, Shaun	112.75	5,114.34	72.50	108.75	84.50	153.00	237.50	3,737.86
Total Police			80,120.50					*	82,387.32
Annual Budget			90,000.00						95,000.00

State Aid Reimbursement 0.00 10/29/2019

Total year end actual = $1 $ **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

	Empl #	Name	2019	2019	2018	2018
						0.00
*	593	Smith, Steve	302.50	10154.93	29.75	998.71

Fire Dept Regular Part-time

	Empl #	Name	Overtime Hrs	True OT cost	OT Hours	True OT Cost
**	515	Diamantopoulos	474.50	11,057.96	233.25	7,192.12
**	518	Lazovik	229.00	5,396.53	233.25	7,192.12
**	521	Rigden	86.50	1,442.43	233.25	7,192.12
**	563	Rossman	306.00	9,469.94	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	67.00	713.36	48.50	1,594.10
**	653	Asmondy	60.00	1,059.35	235.50	5,197.13
**	672	Krieg, Caitlyn	779.50	19,718.95	91.50	2,795.06
**	694	Mayer, Andrea	237.75	6,075.71	25.75	676.39
**	698	Wolf	334.50	7,620.55	302.25	6,352.14
				63,574.74		35,047.11

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

	Empl #	Name	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	96.75	2,630.65		
***	525	Schuster, Andrew	1.00	25.49		
***	639	Rammel, Brian	26.75	785.06		
***	658	Silvis, Peter	18.00	452.79		
***	674	Creegan, James	17.75	444.78		
***	690	Holms, Micthell	11.50	287.39	12.50	367.13
***	697	Holms, Spencer	30.25	824.80	12.50	367.13
		total POC overtime	270.75	7,160.90	34.75	1,023.55

* 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: 17-Nov-19 80,906.22

-15.65

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

BUSINESS OF THE PUBLIC SAFETY COMMITTEE

GERMANTOWN, WI

MEETING DATE: 12-02-2019

AGENDA ITEM: New Business

ITEM TITLE: Lexipol Policy Development and Training Software Purchase

SUBMITTED BY: Capt. Mike Snow

SUMMARY EXPLANATION:

In FY2020 we would like to begin the process of seeking professional accreditation through the Wisconsin Law Enforcement Accreditation Group, (WILEAG). A major part of the accreditation process is to have a current set of department policies. Partnering with Lexipol will allow us to keep our current policies up to date along with assisting us in developing the policies we have not yet implemented that are necessary for a WILEAG accreditation. This professional accreditation will standardize our current police practices to those of other accredited agencies. Our policies will become more legally defensible since Lexipol has a team of lawyers that stay current on state and federal laws that pertain to police policy. When there is a change in law that affects our policies Lexipol will send a notification explaining the change and ask us if we wish to implement the change to the affected policy(s).

As part of the pricing structure Lexipol offers a discount for agencies that carry EMC as their risk management insurer. Also, EMC will discount the Villages premium on this policy by 10% saving $770.00 per year in premium costs.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER___

RECOMMENDATION:

BOARD ACTION:

Village of Germantown
...Willkommen

Department of Police
N112 W16877 Mequon Road P.O. Box 96
Germantown, Wisconsin 53022
Phone: (262) 253-7780 Fax: (262) 253-7787
E-mail: gtpd@germantownpolice.org

Peter G. Hoell
Chief of Police

TO: Police and Fire Commission

FROM: Lt. Todd Grenier

DATE: November 20, 2019

SUBJECT: 2020 Budget Request – Lexipol Policy Development and Training Software

In FY2020 we would like to begin the process of seeking professional accreditation through the Wisconsin Law Enforcement Accreditation Group, (WILEAG). A major part of the accreditation process is to have a current set of department policies. Partnering with Lexipol will allow us to keep our current policies up to date along with assisting us in developing the policies we have not yet implemented that are necessary for a WILEAG accreditation. This professional accreditation will standardize our current police practices to those of other accredited agencies. Our policies will become more legally defensible since Lexipol has a team of lawyers that stay current on state and federal laws that pertain to police policy. When there is a change in law that affects our policies Lexipol will send a notification explaining the change and ask us if we wish to implement the change to the affected policy(s).

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Year 1 Initial Pricing

Annual Law Enforcement Policy Manual / Daily Training Bulletins	11,850.00
Law Enforcement Accreditation Workbench	788.00
Law Enforcement Standard Policy Cross Reference	4,590,00
Law Enforcement Agency-Specific Content Extraction	1,976.00
Law Enforcement Full Implementation	33,345.00
Total Implementation Cost	**52,549.00**
****Annual Lexipol Membership Cost After Implementation**	**13,268.00**

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name:	Germantown Police Department
Agency's Address:	N112 W16877 Mequon Rd Germantown, Wisconsin 53022
Attention:	Todd Grenier
Lexipol's Address:	2801 Network Boulevard, Suite 500 Frisco, Texas 75034
Attention:	Karen James
Effective Date:	____________________ *(to be completed by Lexipol upon receipt of signed Agreement)*

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Agency		Lexipol	
Signature:		Signature:	
Print Name:		Print Name:	Van Holland
Title:		Title:	Chief Financial Officer
Date Signed:		Date Signed:	

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 13,167.00	10%	USD 1,317.00	USD 11,850.00
1	Law Enforcement Accreditation Workbench Premium (12 Months)	USD 1,575.00	50%	USD 787.00	USD 788.00
	Subscription Line Items Total			**USD 2,104.00**	**USD 12,638.00**
1	Law Enforcement Standard Policy Cross-Reference	USD 5,100.00	10%	USD 510.00	USD 4,590.00
1	Law Enforcement Agency-Specific Content Extraction	USD 2,195.00	10%	USD 219.00	USD 1,976.00
1	Law Enforcement Full Implementation	USD 37,050.00	10%	USD 3,705.00	USD 33,345.00
	One-Time Line Items Total			**USD 4,434.00**	**USD 39,911.00**
				USD 6,538.00	**USD 52,549.00**
				Discount:	USD 6,538.00
				TOTAL:	USD 52,549.00

*Law Enforcement pricing is based on 31 Law Enforcement Sworn Officers. Cross Reference Professional Services pricing is based on 500 pages.

Notes

Pricing based on 31 FT sworn + dispatchers. Please see Exhibit D - Implementation Scope of Work for detailed summary of Full Implementation.

Discount Notes

10% EMC member annual subscription discount and 10% EMC member discount on professional services. 50% discount on Accreditation Workbench in Year 1. *Agency can start as early as 11/19/2019 with no charge for the remainder of Nov and Dec 2019 - to be invoiced in Dec with payment due in Jan 2020. Annual renewal Jan 2021.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions**. For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account**. "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement**. "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year**. ***"Initial Term"*** means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work**. "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date**. "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials**. "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination**.

2.1 **Term**. This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination**. This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination**. Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.
Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security**. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption**. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability**. Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 **General Interpretation**. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 **Notices**. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 **Invalidity of Provisions**. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 **Waiver**. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

EXHIBIT C

Scope of Services

Policy Manual
Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)
Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates
Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)
Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports
Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service
Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Accreditation Workbench - Premium
Managing the agency accreditation process is a complex task that requires intimate knowledge of policy and extreme attention to detail. Lexipol's Accreditation Workbench Premium provides your agency's Accreditation Manager access to content and tools that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment.

- Current standards for supported accreditation programs are preloaded and viewable
- Lexipol policies are pre-tagged to many applicable standards and your Accreditation Manager can easily add or modify tagging to meet your specific program needs
- Compliance checklists are preloaded for each standard, clearly detailing required written directives and proofs of compliance (Accreditation Manager can also customize the checklists)
- Upload, store and organize proofs of compliance (e.g., documents, videos) in a preformatted electronic folder system that is based on how the accrediting body organizes standards and its accreditation review cycle
- Complete self-assessments by using analysis tools to identify gaps in required proofs of compliance
- Streamline assessment process by generating printed reports or showing the assessor compliance items stored in the online system

Full Implementation
Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration

Agency-Specific Content Extraction

This service is perfect for agencies that wish to populate one or more Supplemental Publication Service (SPS) manuals with their existing content. We'll do the heavy lifting of incorporating your agency's supplemental content (procedures, guidelines, general orders, training guide or a secondary policy manual) into the SPS. Access to an electronic copy of your existing content and a subscription to the Supplemental Publication Service (SPS) is required.

- Data entry of agency procedures or supplemental content into Lexipol's Knowledge Management System (KMS). Note: Lexipol reserves the right to limit the amount of content being imported into the SPS.
- Consistent, professional formatting for your agency's policy-related content
- Hyperlink related content for enhanced end-user experience

Standard Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with Lexipol's master policy content. Our Standard Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's state specific master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- One-on-one review with your agency to discuss the cross-reference report

BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI

MEETING DATE: December 2, 2019

AGENDA ITEM: New Business

ITEM TITLE: Discussion and possible action regarding Intersection Safety Screening

SUBMITTED BY: Eric Nitschke, P.E., Village Engineer EAN

SUMMARY EXPLANATION:

Germantown representatives from Police, Fire, Highway, and Engineering have seen a steady stream of questions, concerns, and requests for review of various intersections around Germantown. Some of the requests take a substantial amount of time to review for safety concerns, accident data, potential engineering/enforcement solutions, etc. Having a comprehensive report of Germantown's critical intersections would improve Germantown's planning efforts, as well as the technical information required to respond to concerned residents and elected officials.

Engineering staff requested that TADI provide a scope of services and cost estimate to analyze 30 intersections in Germantown. Engineering proposes to work with Police, Fire, and Highway to develop the list of intersections that are to be assessed. A report would be generated and kept on file at the Police, Fire, and Public Works Departments for reference. This proposal is supported by Police, Fire, Highway, and Engineering. After bringing the proposal before the Public Works and Highway Committee (PWHC) in November, the PWHC recommended forwarding the topic to Public Safety for review. Funding is proposed to come from the Highway budget.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER__X__

Scope of services and contract documents from TADI
Example of an intersection safety assessment

RECOMMENDATION:

Staff recommends approval of the contract with TADI Inc. in an amount not to exceed $9,962. Funds are to be provided by general fund Asphalt and Seal Coating Account #10-542-530-3505.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

Intersection Collision Diagram

TADI TRAFFIC ANALYSIS & DESIGN, INC.

Location:	Donges Bay Rd & Pilgrim Rd	**From:**	1/1/2014	**Duration** 5 Years
Municipality:	Village of Germantown	**To:**	12/31/2018	0 Months
County:	Washington	**AADT:**	14,050	MAP
Traffic Control:	Traffic Signal	**Area Type:**	Urban	
		GPS Coordinates:	43.206433, -88.103077	

TOTAL CRASHES	32
AVG. CRASHES/YEAR:	6.4
CRASH RATE:	1.25 per MEV
KAB CRASH RATE:	0.16 per MEV
ECONOMIC LOSS*:	$ 536,000

*KAB = $85K, C=$25K, PDO=$4K

YEAR	K	A	B	C	PDO	TOT.	ECON. LOSS
2014	0	1	1	2	7	11	$ 248,000
2015	0	0	0	1	3	4	$ 37,000
2016	0	0	2	0	5	7	$ 190,000
2017	0	0	0	1	2	3	$ 33,000
2018	0	0	0	0	7	7	$ 28,000
TOTAL	0	1	3	4	24	32	$ 536,000

K = Fatal, A = Incapacitating Injury, B = Non-Incapacitating Injury, C = Possible Injury, PDO = Property Damage Only

Pilgrim Rd

Entering ADT 5,400 SB↓

SB9 1

SB6 1

SB5 7

Mn 1 Misc. Crashes North Leg

M1 2 Other Crashes Within Intersection

WB← 950 Entering ADT

N

Misc. Crashes West Leg Mw 1

EB1 2

WB9 1

Donges Bay Rd

EB9 2

EB6 1

EB5 1

EB2 1

WB1 1

Donges Bay Rd

ECON. LOSS COLOR SCALE

> $500 K
> $400 K
> $300 K
> $200 K
> $100 K

Entering ADT 1,050 EB→

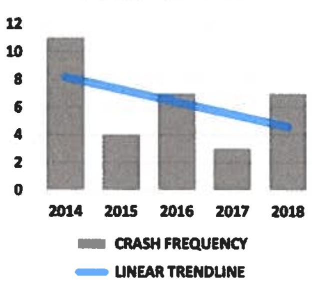
NB5 8

Misc. Crashes South Leg Ms 2

Pilgrim Rd

NB↑ 6,650 Entering ADT

ANNUAL CRASH TRENDS



CRASH TYPE	K	A	B	C	PDO	TOT.	ECON. LOSS
LT-ANGLE	0	1	0	1	1	3	$ 114,000
RT-ANGLE	0	0	0	0	1	1	$ 4,000
PEDESTRIAN	0	0	0	0	0	0	$ -
RT-TURN REAR-END	0	0	0	0	0	0	$ -
REAR-END	0	0	1	3	12	16	$ 208,000
SIDE-SWIPE-SAME	0	0	0	0	2	2	$ 8,000
BICYCLE-RELATED	0	0	0	0	0	0	$ -
PARKED-VEHICLE	0	0	0	0	0	0	$ -
FIXED-OBJECT	0	0	0	0	4	4	$ 16,000
DRIVEWAY-RELATED	0	0	0	0	0	0	$ -
HEAD-ON	0	0	0	0	0	0	$ -
MISC. OTHER	0	0	2	0	4	6	$ 186,000
TOTAL	0	1	3	4	24	32	$ 536,000

ROAD CONDITIONS		
DRY	26	81%
WET	0	0%
SNOW	6	19%
ICE	0	0%
OTH.	0	0%
TOT.	32	

LIGHT CONDITIONS		
DAY	25	78%
DARK	7	22%
TOT.	32	

DRIVER BEHAVIOR		
ALCOHOL	2	6%
DRUGS	0	0%
SPEED	4	13%

SEASON		
SPRING	3	9%
SUMMER	14	44%
FALL	5	16%
WINTER	10	31%
TOT.	32	

FAILURE TO YIELD		
NB	0	0%
SB	0	0%
EB	0	0%
WB	0	0%
TBD	4	13%
TOT.	4	

BLOWN CONTROL		
NB	0	0%
SB	0	0%
EB	0	0%
WB	0	0%
TBD	0	0%
TOT.	0	

TBD = verification from crash report needed

VEHICLE DAMAGE		
OTHER/UNK.	3	5%
NONE	5	9%
VERY MINOR	2	4%
MINOR	24	43%
MODERATE	14	25%
SEVERE	8	14%
VERY SEVERE	0	0%
TOTAL VEHICLES	56	

NOTES:

Not validated with hardcopies.

DAY/TIME TRENDS

	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	UNK		TOT.
MON	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	1	0	0	0	0	0	0	0	0	MON	4
TUE	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	1	1	0	0	0	0	1	0	0	TUE	5
WED	0	0	0	0	0	0	1	0	1	0	1	0	0	2	0	0	0	0	0	0	0	0	0	0	0	WED	5
THU	0	0	0	0	0	0	0	1	0	1	0	0	2	0	0	0	2	2	0	0	0	0	0	0	0	THU	8
FRI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	0	0	0	1	0	0	0	0	FRI	4
SAT	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	1	0	0	SAT	3
SUN	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	SUN	3
	12 AM	1 AM	2 AM	3 AM	4 AM	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	UNK		TOT.
TOT.	0	0	0	0	0	0	1	1	1	2	1	1	3	4	2	4	5	3	1	0	1	0	2	0	0	TOT.	32

Crash Data

Corresponds to Collision Diagram

TRAFFIC ANALYSIS & DESIGN, INC.

Location:	**Donges Bay Rd & Pilgrim Rd**	**From:**	**1/1/2014**
Municipality:	**Village of Germantown**	**To:**	**12/31/2018**
County:	**Washington**	**AADT:**	**14,050**
Traffic Control:	**Traffic Signal**	**Area Type:**	**Urban**

Duration

5 Years

0 Months

Ref #	Label	Doc. #	Date	Crash Type	Time	Severity	Road Cond.	Light Cond.	Alc. Flag	Drug Flag	Speed Flag	Notes
1	EB	LLFRCMQ	7/3/2014	LT-ANGLE	9 AM	C						
2	EB	LLHLX6K	6/28/2016	LT-ANGLE	10 PM			DARK				
3	EB	C9L09KMLXN	10/16/2018	RT-ANGLE	1 PM							
4	EB	C9L09JDXVR	12/2/2018	REAR-END	6 PM		SNOW	DARK				
5	EB	LLHCJ02	1/15/2016	SIDE-SWIPE-SAME	3 PM							
6	EB	LLHLX8G	12/11/2016	FIXED-OBJECT	9 AM		SNOW					
7	EB	C9L09DPGGN	1/27/2018	FIXED-OBJECT	11 AM							
8	MW	LLFRCM1	1/25/2014	MISC. OTHER	12 PM		SNOW					
9	WB	LLFMNJX	10/21/2014	LT-ANGLE	4 PM	A						
10	WB	LLHCJ0V	8/25/2016	FIXED-OBJECT	4 PM						Y	
11	NB	LLFP4VX	11/20/2014	REAR-END	4 PM			DARK				
12	NB	LLFH79R	11/26/2014	REAR-END	10 AM							
13	NB	LLFLXD9	7/17/2015	REAR-END	3 PM	C						
14	NB	LLHBRRW	5/1/2016	REAR-END	1 PM	B						
15	NB	C9L09B7D93	12/13/2017	REAR-END	1 PM		SNOW				Y	
16	NB	C9L09B7D92	12/13/2017	REAR-END	1 PM	C	SNOW				Y	
17	NB	C9L09QXRBQ	8/2/2018	REAR-END	12 PM							
18	NB	C9L0DJ8VP	8/24/2018	REAR-END	4 PM							
19	M	LLFF0L7	7/14/2014	MISC. OTHER	2 PM	B						
20	M	C9L09HSJR7	7/19/2018	MISC. OTHER	7 AM							
21	SB	LLFGH23	4/26/2014	REAR-END	10 PM	C		DARK				
22	SB	LLFH79W	12/3/2014	REAR-END	8 AM		SNOW				Y	
23	SB	LLG7FTT	6/15/2015	REAR-END	3 PM							
24	SB	LLG7FTV	6/15/2015	REAR-END	4 PM							
25	SB	RXSXX34	6/16/2015	REAR-END	3 PM							
26	SB	C9L09FXHKG	7/27/2017	REAR-END	5 PM							
27	SB	C9L0F1BQ72	12/7/2018	REAR-END	8 PM			DARK	Y			
28	SB	LLH81JF	6/30/2016	SIDE-SWIPE-SAME	12 PM							
29	SB	LLG7FS3	11/4/2014	FIXED-OBJECT	5 PM			DARK				
30	M	LLFXFW8	1/29/2014	MISC. OTHER	6 AM			DARK				
31	M	LLFRCMT	7/24/2014	MISC. OTHER	5 PM							
32	M	LLHMNDS	5/23/2016	MISC. OTHER	2 PM	B			Y			
33												
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Ref #	Label	Doc. #	Date	Crash Type	Time	Severity	Road Cond.	Light Cond.	Alc. Flag	Drug Flag	Speed Flag	Notes
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APPENDIX A

Intersection Database

Village of Germantown (2014 - 2018)

RANK[1]	INTERSECTION	TRAFFIC CONTROL	LEGS	ENTERING AADT	COORDINATES	FIVE YEAR CRASH FREQUENCY	CRASH RATE	ECONOMIC LOSS
1	Donges Bay Rd & Pilgrim Rd	Traffic Signal	4	14,050	43.206433, -88.103077	32	1.25	$536,000
2								
3								
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48								
49								
50								
Averages per Intersection						32	1.25	$536,000
Totals						32		$536,000

1) Ranked by total economic loss. Economic Loss calculated by using $85k per Fatal K-Level, $85k per Incapacitating Injury A-Level, $85k per Non-Incapacitating Injury B-Level, and $25k per Possible Injury C-Level, and $4k per Property Damage Only PD-Level.

APPENDIX B

Economic Loss Ranking

Village of Germantown (2014 - 2018)

RANK[1]	INTERSECTION	TRAFFIC CONTROL	FATAL	A-LEVEL	B-LEVEL	C-LEVEL	PDO	CRASH FREQUENCY TOTAL	ECONOMIC LOSS (ALL CRASHES)
1	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	1	3	4	24	32	$536,000
2									
3									
4									
5									
6									
7									
8									
9									
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	FATAL	A-LEVEL	B-LEVEL	C-LEVEL	PDO	CRASH FREQUENCY TOTAL	ECONOMIC LOSS (ALL CRASHES)
Averages per Intersection	0.00	1.00	3.00	4.00	24.00	32.00	$536,000
Totals	0	1	3	4	24	32	$536,000

Avg. by Traffic Control	FATAL	A-LEVEL	B-LEVEL	C-LEVEL	PDO	CRASHES	ECONOMIC LOSS
Traffic Signal	0.00	1.00	3.00	4.00	24.00	32.00	$536,000
All-Way Stop	---	---	---	---	---	---	---
Modern Roundabout	---	---	---	---	---	---	---
Minor Street Stop	---	---	---	---	---	---	---
Minor Street Yield	---	---	---	---	---	---	---
Other	---	---	---	---	---	---	---

1) Ranked by total economic loss. Economic Loss calculated by using $85k per Fatal K-Level, $85k per Incapacitating Injury A-Level, $85k per Non-Incapacitating Injury B-Level, and $25k per Possible Injury C-Level, and $4k per Property Damage Only PD-Level.

APPENDIX C

Crash Frequency Ranking

Village of Germantown (2014 - 2018)

RANK[1]	INTERSECTION	TRAFFIC CONTROL	FATAL	A-LEVEL	B-LEVEL	C-LEVEL	PDO	CRASH FREQUENCY TOTAL
1	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	1	3	4	24	32
2								
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Averages per Intersection			0.00	1.00	3.00	4.00	24.00	32.00
Totals			0	1	3	4	24	32

Avg. by Traffic Control	FATAL	A-LEVEL	B-LEVEL	C-LEVEL	PDO	CRASH FREQUENCY
Traffic Signal	0.00	1.00	3.00	4.00	24.00	32.00
All-Way Stop	---	---	---	---	---	---
Modern Roundabout	---	---	---	---	---	---
Minor Street Stop	---	---	---	---	---	---
Minor Street Yield	---	---	---	---	---	---
Other	---	---	---	---	---	---

1) Ranked by total crash frequency in five-year period.

APPENDIX D

Crash Rate Ranking

Village of Germantown (2014 - 2018)

RANK[1]	INTERSECTION	TRAFFIC CONTROL	ENTERING AADT	CRASH FREQUENCY TOTAL	CRASH RATE
1	Donges Bay Rd & Pilgrim Rd	Traffic Signal	14,050	32	1.25
2					
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Totals			14,050	32	1.25

Avg. by Traffic Control	ENTERING AADT	CRASH FREQUENCY	CRASH RATE
Traffic Signal	14,050	32.00	1.25
All-Way Stop	---	---	---
Modern Roundabout	---	---	---
Minor Street Stop	---	---	---
Minor Street Yield	---	---	---
Other	---	---	---

1) Ranked by total number of crashes per million entering vehicles in five-year period.

APPENDIX E

Night-Time Crash Ranking

Village of Germantown (2014 - 2018)

RANK[1]	INTERSECTION	TRAFFIC CONTROL	NIGHT-TIME CRASHES	TOTAL NUMBER OF CRASHES	PERCENT NIGHT-TIME	ECONOMIC LOSS (NIGHT-TIME)
1	Donges Bay Rd & Pilgrim Rd	Traffic Signal	7	32	22%	$49,000
2						
3						
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Averages per Intersection			7.00	32.00	22%	$49,000
Totals			7	32	22%	$49,000

1) Crashes ranked by economic loss of night-time crashes. Night-time includes night, or during low-light (dawn/dusk) conditions. Economic Loss calculated by using $85k per Fatal K-Level, $85k per Incapacitating Injury A-Level, $85k per Non-Incapacitating Injury B-Level, $25k per Possible Injury C-Level, and $4k per Property Damage Only PD-Level.

APPENDIX F

Slippery Conditions Crash Ranking

Village of Germantown (2014 - 2018)

RANK[1]	INTERSECTION	TRAFFIC CONTROL	SLIPPERY CONDITIONS CRASHES	TOTAL NUMBER OF CRASHES	PERCENT SLIPPERY CONDITIONS	ECONOMIC LOSS (SLIPPERY CONDITIONS)
1	Donges Bay Rd & Pilgrim Rd	Traffic Signal	6	32	19%	$45,000
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Averages per Intersection			6	32	19%	$45,000
Totals			6	32	19%	$45,000

1) Crashes ranked by economic loss of slippery pavement conditions crashes. Slippery conditions includes wet, snowy, or icy. Economic Loss calculated by using $85k per Fatal K-Level, $85k per Incapacitating Injury A-Level, $85k per Non-Incapacitating Injury B-Level, $25k per Possible Injury C-Level, and $4k per Property Damage Only PD-Level.

APPENDIX G

Pedestrian Crashes at Intersections

Village of Germantown (2014 - 2018)

RANK[1]	INTERSECTION	TRAFFIC CONTROL	FATAL	A-LEVEL	B-LEVEL	C-LEVEL	PDO	TOTAL PEDESTRIAN CRASHES	ECONOMIC LOSS (PED CRASHES)
1	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	0	0	0	0	0	$0
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Averages per Intersection			0	0	0	0	0	0	$0.00
Totals			0	0	0	0	0	0	$0.00

1) Ranked by economic loss of crashes involving pedestrians. Economic Loss calculated by using $85k per Fatal K-Level, $85k per Incapacitating Injury A-Level, $85k per Non-Incapacitating Injury B-Level, $25k per Possible Injury C-Level, and $4k per Property Damage Only PD-Level.

APPENDIX H

Bicycle Crashes at Intersections

Village of Germantown (2014 - 2018)

RANK[1]	INTERSECTION	TRAFFIC CONTROL	FATAL	A-LEVEL	B-LEVEL	C-LEVEL	PDO	TOTAL BICYCLE CRASHES	ECONOMIC LOSS (BICYCLE CRASHES)
1	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	0	0	0	0	0	$0
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Averages per Intersection			0	0	0	0	0	0	$0.00
Totals			0	0	0	0	0	0	$0.00

1) Ranked by economic loss of crashes involving bicyclists. Economic Loss calculated by using $85k per Fatal K-Level, $85k per Incapacitating Injury A-Level, $85k per Non-Incapacitating Injury B-Level, $25k per Possible Injury C-Level, and $4k per Property Damage Only PD-Level.

APPENDIX I

Top Crash Types

Village of Germantown (2014 - 2018)

RANK[1]	CRASH TYPES	INTERSECTION	TRAFFIC CONTROL	NUMBER OF CRASHES	ECONOMIC LOSS
1	REAR-END	Donges Bay Rd & Pilgrim Rd	Traffic Signal	16	$208,000
2	MISC. OTHER	Donges Bay Rd & Pilgrim Rd	Traffic Signal	6	$186,000
3	LT-ANGLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	3	$114,000
4	FIXED-OBJECT	Donges Bay Rd & Pilgrim Rd	Traffic Signal	4	$16,000
5	SIDE-SWIPE-SAME	Donges Bay Rd & Pilgrim Rd	Traffic Signal	2	$8,000
6	RT-ANGLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	1	$4,000
7	PEDESTRIAN	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
8	RT-TURN REAR-END	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
9	BICYCLE-RELATED	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
10	PARKED-VEHICLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
11	DRIVEWAY-RELATED	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
12	HEAD-ON	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
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Totals for Top 50 Crash Types				32	$ 536,000

1) Ranked by economic loss per crash type. Economic Loss calculated by using $85k per Fatal K-Level, $85k per Incapacitating Injury A-Level, $85k per Non-Incapacitating Injury B-Level, $25k per Possible Injury C-Level, and $4k per Property Damage Only PD-Level. Most crashes within 300 feet of intersection, per the accident report form.

APPENDIX J

Top Specific Crash Types (by Direction)

Village of Germantown (2014 - 2018)

RANK[1]	CRASH PATTERN	INTERSECTION	TRAFFIC CONTROL	NUMBER OF CRASHES	ECONOMIC LOSS
1	NB_REAR	Donges Bay Rd & Pilgrim Rd	Traffic Signal	8	$155,000
2	MISC._SOUTH-LEG	Donges Bay Rd & Pilgrim Rd	Traffic Signal	2	$89,000
3	WB_LT-ANGLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	1	$85,000
4	SB_REAR	Donges Bay Rd & Pilgrim Rd	Traffic Signal	7	$49,000
5	EB_LT-ANGLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	2	$29,000
6	EB_FIXED-OBJECT	Donges Bay Rd & Pilgrim Rd	Traffic Signal	2	$8,000
7	EB/SB_RT-ANGLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	1	$4,000
8	EB_REAR	Donges Bay Rd & Pilgrim Rd	Traffic Signal	1	$4,000
9	EB_SSS	Donges Bay Rd & Pilgrim Rd	Traffic Signal	1	$4,000
10	MISC._WEST-LEG	Donges Bay Rd & Pilgrim Rd	Traffic Signal	1	$4,000
11	WB_FIXED-OBJECT	Donges Bay Rd & Pilgrim Rd	Traffic Signal	1	$4,000
12	SB_SSS	Donges Bay Rd & Pilgrim Rd	Traffic Signal	1	$4,000
13	SB_FIXED-OBJECT	Donges Bay Rd & Pilgrim Rd	Traffic Signal	1	$4,000
14	MISC._NORTH-LEG	Donges Bay Rd & Pilgrim Rd	Traffic Signal	1	$4,000
15	EB_PED_FARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
16	EB_PED_NEARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
17	EB_RT-TURN_REAR-END	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
18	EB_BIKE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
19	EB_PARKED_VEHICLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
20	EB_DRIVEWAY_NEARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
21	EB_DRIVEWAY_FARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
22	HEAD-ON_WEST-LEG	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
23	WB_PED_FARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
24	WB/NB_RT-ANGLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
25	WB_PED_NEARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
26	WB_RT-TURN_REAR-END	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
27	WB_REAR	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
28	WB_SSS	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
29	WB_BIKE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
30	WB_PARKED_VEHICLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
31	WB_DRIVEWAY_NEARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
32	WB_DRIVEWAY_FARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
33	MISC._EAST-LEG	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
34	HEAD-ON_EAST-LEG	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
35	NB_PED_FARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
36	NB_LT-ANGLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
37	NB/EB_RT-ANGLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
38	NB_PED_NEARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
39	NB_RT-TURN_REAR-END	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
40	NB_SSS	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
41	NB_BIKE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
42	NB_PARKED_VEHICLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
43	NB_FIXED-OBJECT	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
44	NB_DRIVEWAY_NEARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
45	NB_DRIVEWAY_FARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
46	HEAD-ON_SOUTH-LEG	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
47	SB_PED_FARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
48	SB_LT-ANGLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
49	SB/WB_RT-ANGLE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0
50	SB_PED_NEARSIDE	Donges Bay Rd & Pilgrim Rd	Traffic Signal	0	$0

Totals for Top 50 Crash Patterns				30	$ 447,000

1) Ranked by economic loss per crash pattern by direction. Economic Loss calculated by using $85k per Fatal K-Level, $85k per Incapacitating Injury A-Level, $85k per Non-Incapacitating Injury B-Level, $25k per Possible Injury C-Level, and $4k per Property Damage Only PD-Level. Most crashes within 300 feet of intersection, per the accident report form.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between **Village of Germantown** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct a safety screening analysis in the Village of Germantown, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".

2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.

3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.

5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.

6. Not withstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.

7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.

9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.

11. Any notice required by this Agreement shall be made in writing to the address specified below:

Client: Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022
Attn: Eric Nitschke, PE, Village Engineer

Engineer: Traffic Analysis & Design, Inc.
N36 W7505 Buchanan Street
Cedarburg, WI 53012
Attn: John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of October 9, 2019.

Village of Germantown (Client)

By:______________________________

Title: ______________________________

Date: ________________________________

Traffic Analysis & Design, Inc. (Engineer)

By: ______________________________
John A. Bieberitz, P.E., PTOE

Date: ____10/09/19__________________

ATTACHMENT A

SCOPE OF SERVICES

Engineer will prepare a Safety Screening Analysis technical memorandum to document the crash history of intersections within the Village of Germantown. If there are intersections that have crash histories and improvement options that may be eligible for Highway Safety Improvement Program (HSIP) funding, those locations will be identified, and safety improvement options provided. Accepted projects in the HSIP program are eligible for a 90 percent Federal contribution with a 10 percent local match.

Task 1 – Data Retrieval and Analysis

Data Retrieval

Engineer will retrieve the lasts five complete years of electronic crash data (2014-2018) from the Wisconsin Department of Transportation (WisDOT) via the WisTransPortal for the Village of Germantown.

Sorting and Evaluation of Crash Data

Engineer will do an initial screening of intersections to share with the CLIENT for discussion.

Crash Statistics & Analysis

Engineer will compile crash statistics, analysis, collision diagrams, and a Google Map for up to 30 intersections and note if there are improvement options potentially eligible for the HSIP program. The analysis will be based on the electronic crash data provided through the WisTransPortal. Validation of crashes by reviewing their narratives is considered additional work and is not included in this contract.

Task 2 – Meetings

The Engineer will attend two meetings as part of this contract.

1. Meet with CLIENT's engineering staff and if available, a representative from law enforcement, to discuss safety issues that the CLIENT is aware of in the Village of Germantown. Engineer will bring an initial data screening to help with the discussion. Jurisdictional boundaries and ownership of intersections will be discussed as well.
2. Meet to present the results of the Safety Screening Analysis to the CLIENT and discuss recommendations, if applicable, for pursuing HSIP funding. If the potential for pursuing a HSIP project exists, Engineer will work with the CLIENT to devise a strategy for pursuing HSIP funding.

Task 3 – Technical Memorandum

Engineer will prepare a report summarizing the findings of the analysis in a technical memorandum which will include a table summarizing the potential for pursuing HSIP applications, potential improvements to consider, crash statistics, collision diagrams, a Google Maps link, and recommendations for the next steps.

ADDITIONAL WORK

The Safety Screening Analysis is a pre-curser to the actual preparation of a HSIP application, which would need to be covered under an additional contract or amendment. The preparation of HSIP applications is not covered in this scope.

The Safety Screening Analysis is based on electronic crash data provided through the WisTransPortal. The validation of data based on a review of the hardcopies/narratives is not covered in this scope.

SCHEDULE

Engineer will complete the Safety Screening Analysis within eight weeks of authorization, or sooner if possible.

COMPENSATION

Compensation for the services described above, CLIENT shall pay Engineer a lump sum fee of Nine-Thousand Nine Hundred and Sixty-Two Dollars ($9,962.00). All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.