

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

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, DECEMBER 16, 2019 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:
- A. Congratulations to Patti Heinen, recipient of the 2019 Wisconsin Parks and Recreation Association Service Award.
- 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: December 2, 2019 Regular Village Board Meeting and December 2, 2019 Committee of the Whole Meeting.
- B. Accounts payable/payroll
- | | | | | |
|----|-------------------|------------------|----|------------|
| 1. | November 30, 2019 | Accounts Payable | \$ | 17,207.02 |
| 2. | December 10, 2019 | Accounts Payable | \$ | 945,672.49 |
| 3. | December 10, 2019 | Payroll (Hourly) | \$ | 265,061.77 |
| 4. | December 13, 2019 | Payroll (Salary) | \$ | 110,418.52 |
- C. Operator's Licenses: Alexis Case, Chad Klusman, Sarah Reed. [Recommended]
- The following items were forwarded from **Public Safety** with a unanimous recommendation.
- D. Resolution 82-2019, Lexipol Policy Development and Training Software Purchase.

The following items were forwarded from **Public Works** with a unanimous recommendation.

- E. Purchase of Combination Sewer Cleaning Machine, Vac-Con, from Envirotech Equipment, in an amount not to exceed \$509,840.
- F. Resolution 76-2019, Contract with DF Tomasini to Replace and Install Underground Piping for Well #2 in an amount not to exceed \$29,800.
- G. Resolution 77-2019, Contract with Water Quality Investigation for Engineering Services for the Complete Rehabilitation of Well # 11, in an amount not to exceed \$23,900.
- H. Washington County Invoice Centerline Painting / Bridge Inspection, \$20,020.12
- I. Resolution 78-2019, Contract with Ruekert & Mielke for GIS Core Services in an amount not to exceed, \$27,845 for a three-year contract.

VIII. OLD BUSINESS:

- A. None.

IX. PUBLIC HEARINGS:

- A. None.

X. NEW BUSINESS:

- A. Resolution 111-2019, Appreciation of Service to Police Chief Peter Hoell.
- B. Resolution 79-2019, Appointment of Election Officials, for the term of January 1, 2020 – December 31, 2021.
- C. Resolution 80-2019, Revising Permit Fees Required Under Section 14 (Building Code) of the Municipal Code.
- D. Resolution 81-2019, Community Development Department's Request for Exemption from State Mandate Chapter 66.10013 Housing Affordability Report.
- E. Administrator Performance Review. 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.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, January 6, 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
December 2, 2019**

CALL TO ORDER: The meeting was called to order at 7:22 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Baum, Hughes, Kaminski, Miller, Myers, Warren, Wing, and Zabel. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Manager Tucker, Engineer Nitschke, Superintendent Zimmerman, Director Rath, Director Schroeder, and Superintendent Olszewski.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

President Wolter wished Congratulations to Zach Heron on his achievement of the Eagle Scout Award.

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

Wastewater Utility - National Weather Service Recognition for 50 years of continuous weather observations.

Superintendent Zimmerman came to the podium. He was presented a plaque from Ben Miller of the National Weather Observation Service. The Village received recognition for 50 years of continuous weather observations. Superintendent Zimmerman has collected the data for 25 of the 50 years. There is a network of 10,000 volunteers across the country that collect and report data. The data is also used by FEMA.

Ben reported some statistical information. The maximum temperature recorded was on July 6, 2012 at 104 degrees. On January 10, 1982, the temperature was recorded at -40. On January 31, 2019, the temperature was recorded at -22. In July of 1964 there was 7.05 inches of snow. In February of 2008 15.3 inches of snow was recorded. In January of 1979, 47 inches of snow was measured and in February of 2008, 33 inches of snow was recorded.

Trustee Miller commented that the Boys and Girls Club of Washington County are hosting the Taste of Washington County at Washington County Fair Park from 6-10 pm. on Wednesday, December 4th.

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

None

CONSENT AGENDA:

A. Approval of Minutes: November 18, 2019 Regular Village Board Meeting.

B. Accounts payable/payroll

1.	November 25, 2019	Accounts Payable	\$ 2,221,912.14
2.	November 27, 2019	Payroll (Hourly)	\$ 249,116.05
3.	November 30, 2019	Payroll (Salary)	\$ 109,158.86

The following items were forwarded from **Public Safety** with a unanimous recommendation.

- C. Operator's Licenses: Ethan Moore. [Recommendation Forthcoming]
- D. 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.

The following items were forwarded from **General Government and Finance** with a unanimous recommendation.

- E. Stop Loss Insurance Renewal – Option 2.
- F. Resolution 72-2019, Amendment to Schedule of fees – Assessment Letters.
- G. Merit Pay Pool.

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

OLD BUSINESS:

None.

PUBLIC HEARING:

None.

NEW BUSINESS:

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.

Motion (Baum/Myers) to approve the 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. Motion carried unanimously.

Resolution 70-2019, Amendment to Employee Policy and Procedure Manual Overtime Calculation.

MOTION (Baum/Miller) to approve Resolution 70-2019, Amendment to Employee Policy and Procedure Manual Overtime Calculation. Discussion ensued of the new policy. The Committee changed the policy to two weeks advance notice. This in particular for the winter season and to see how it works. Motion carried. Zabel voted no.

Resolution 71-2019, Amendment to Employee Policy and Procedure Manual Sick Leave.

Motion (Baum/Myers) to approve Resolution 71-2019, Amendment to Employee Policy and Procedure Manual Sick Leave. Discussion ensued of the new policy. It was not recommended by General Government and Finance Committee. The change to Paid Time Off was also commented on. Motion carried unanimously.

Resolution 74-2019, Washington County Aging & Disability Resource Center Agreement.

Motion (Myers/Baum) to approve Resolution 74-2019, Washington County Aging & Disability Resource Center Agreement. Motion Carried Unanimously.

Administrator Performance Review. 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/Zabel) to convene into closed session at 7:42 p.m. and include the Village Board and Village Administrator. Roll Call Vote Carried Unanimously.

The Village Board Reconvened into open session at 8:00 p.m.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 8:00 p.m. p.m. The next regular meeting of the Village Board will be on Monday, December 16, 2019 at 7:00 p.m.

Respectfully Submitted,
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
COMMITTEE OF THE WHOLE MINUTES
December 2, 2019**

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

ROLL CALL: Present: President Wolter, Trustees Baum, Hughes, Kaminski, Miller, Myers, Warren, Wing, and Zabel. Also present: Administrator Kreklow, Clerk Braunschweig, Manager Tucker, Engineer Nitschke, Supervisor Rodger, Assistant Planner Zandt, Director Retzlaff, Director Schroeder, Superintendent Olszewski, and Paul Roback.

GOALS TO VISION WORKSHOP, as facilitated by Paul Roback of UW Extension:

Paul Roback of the UW Extension came to the podium. He reported on the task to identify and prioritize goals.

This evening will be a review of the goals of staff and Village Board and to clarify the items. Common goals have been identified. Administrator Kreklow encouraged both the Village Board and staff to participate. This is a public meeting and televised. The intention is for staff to come up and participate with Village Board.

Paul reviewed the distributed packet. He noted several of the staff comments that included: Community planning, Planning for next generations, growth and development, infrastructure, and growing staff levels.

Paul commented that there were a lot of similarities between the staff and Village Board. Both included collaboration, community focus, and communication. Also included, better communication and engagement with the public.

He reported on the Village Board survey. Five board members completed the survey. The survey was very broad based and listed goals. Goals focused on planning such as the comprehensive plan, infrastructure plans, identity, protection from crime,

Discussion ensued of downtown neighborhoods and the upcoming EPA grant funding to connect the neighborhoods. Old and historic downtown included by the railroad tracks.

Fiscal responsibility and new public buildings were included in the discussion.

Discussion ensued of the infrastructure within our ability to pay. We are way below and within our ability to pay now. Zabel commented that we need to continue or could pay more in interest. Every year it increases. A future plan has been presented for getting more infrastructure.

Discussion ensued of the comfort level of borrowing for roads and buildings. Borrowing has changed over the years as not borrowing for furniture or computers.

The board has not put forward a referendum to pay for roads. There would have be a sunset built in.

Administrator Kreklow clarified a challenge for all municipalities with infrastructure, the levy limits are of the most stringent in the country. Limiting to net new construction is a difficult constraint. Debt service is outside of the levy limit. As infrastructures age is to issue more debt.

The school board has revenue limits tied to the enrollment that varies from school district to school district.

Zabel commented on the increase to the Fire Department, Capital, and Staff. The amount of work always increases.

Paul commented on the strategic goal alignments between staff and board.

Administrator Kreklow commented on the affordability plan that structured the debt and reserves to smooth out the debt. The increase would be slowly. This would be a gradual increase rather than a dramatic increase. Baum commented on the plan but willing to run down until we get there for the public works building and police station. There would be borrowing for the items. Taking from reserves that will allow from having to completely levy for the items. The surplus is mostly from the planning and permitting departments. We need to make sure the residents are aware.

Director Retzlaff commented to encourage infill development. There are areas that are idle. We need to encourage development where there are already services such as a density bonus.

Discussion of development ensued and the “not in my back yard” developments. Multi-family development and single-family development were discussed.

Manager Tucker commented on on-going public education and communication. People need to have a concept of what we are talking about and residents need to hear both sides of development.

Zabel commented that developments of greater density are often opposed. Baum commented better amenities for community can be available with greater density.

Engineer Nitschke commented on cost savings in road construction. We are doing more with less money because thinking through the projects. Wolter commented that the common sense approach to each project is needed. Zabel commented that the same should be for buildings and vehicles. Buy what we need not what we want.

The affordability model was commented on. The increase of the levy gradually.

Public Engagement and transparency were commented on.

Hughes commented that people are busy. Getting people involved at the front end. Facebook is not always the answer. How do you communicate to get them involved? Have not seen in 8 years.

Zabel commented on the local free newspaper. Discussion ensued of the local newspaper that people read or do not read.

Tucker commented on an on-line survey to residents asking how they want to receive information?

Director Retzlaff commented on rolling out changes to the public hearing process such as posting properties, improving notice, mail to a greater number of people. Zoning Hub to give people the ability for e-notifications within a radius of their property. City of Oconomowoc created a dept of two or three people that manage social media. West Allis has a department to manage outreach and social media. They rolled out a huge campaign and rebranded.

Miller a lot of people read their HOA and COA. He suggested to partner with the HOAs and COAs.

Discussion ensued to prepare flyers of how to keep people up to date and provide the flyer when taxes are paid.

Warren commented that in his position it is very frustrating to see a project that affects thousands of people, and only have twenty show up. Everyone is busy.

Discussion ensued of Inter-agency relationships. Including school district and community needs. Redirection of current resources.

Wolter commented we do not hear much from the County unless we have someone on the board. Zabel commented on limiting the taxing bodies. Wolter commented the further it is away from the residents the further it is from interaction from the residents. Zabel commented that local development does not occur they go to the state to change the rules. Strengthen the relationships. Better job with staff to get information out. A few key people are doing that.

Engineer Nitschke commented that it needs to be focused from start to finish. Oconomowoc rented a bus and bused the board to the roads to show them what needed to be done. Need direction to what needs to be focused on in a group plan.

Baum commented that there is a two-way street and questioned staff what can you bring to the table. Wolter where to focus the resource or communication with a purpose or focus.

Wing commented on the focus for the Village to be on neighborhoods and working with people. The focus is roads still. Still most complaints are roads. Developments are thrown in with neighborhoods and going with game.

Engineer Nitschke commented that the road program has been adjusted due to the boards feedback. Warren the roads directly impacts everyone's life.

In conclusion, Paul will meet with Administrator Kreklow and President Wolter to go over the next steps.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 7:18 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 82-2019

PURCHASE OF LEXIPOL POLICY DEVELOPMENT AND TRAINING SOFTWARE

WHEREAS, the Village of Germantown Police Department is in the process of accreditation through the Wisconsin Law Enforcement Accreditation Group (WILEAG) and a major part of the accreditation is to have a current set of policies; and,

WHEREAS, Lexipol allows policies to be up to date and assists in the development of policies 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,

WHEREAS, the Public Safety Committee met on December 2, 2019 and recommended authorization of Lexipol; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the implementation of Lexipol in an initial amount of \$52,549, and Annual Membership Cost of \$13,268 after implementation.

Introduced by: _____

Adopted: December 16, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk



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).

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.

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	<u>33,345.00</u>
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:	<i>(to be completed by Lexipol upon receipt of signed Agreement)</i>

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: <u>Van Holland</u>
Title: _____	Title: <u>Chief Financial Officer</u>
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 VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: December 16, 2019

AGENDA ITEM: Consent Agenda

ITEM TITLE: Authorization to Purchase- Combination Sewer Cleaning Machine

SUBMITTED BY: Public Works and Highways Committee

SUMMARY EXPLANATION:

The Public Works and Highways Committee is presenting for your review the proposals for the combination sewer cleaner. Replacement was included and discussed as part of the 2020 budget. We are bringing this forward prior to January 1, 2020, due to the long lead-time for the chassis and the current cash position of the replacement account. Truck is being purchased as a complete unit. Total price is for chassis and cleaner body. Existing truck will remain in the fleet as a reserve unit as well as being shared by the Water Utility and Highway Department for hydro-excavation and storm sewer maintenance. Prices are as follows for a 2020 Vac-Con T 311E/1300 on a 2021 Western Star Chassis:

E J Equipment	Manteno, IL	\$519,500.00
Red Municipal and Industrial Equip.	Kansas City, MO	\$516,820.00
Envirotech Equipment	Lannon, WI	\$509,840.00

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER

RECOMMENDATION:

It is the unanimous recommendation of the Public Works and Highways Committee to purchase the Vac-Con sewer cleaner and cab and chassis from Envirotech Equipment for the amount not to exceed \$509,840.00. And to forward this recommendation on to the Village Board with a positive recommendation. Monies to come out of Wastewater Jet-Vac restricted account. Current balance on hand is \$490,493.00. 2020 contribution \$30,000.00, 2020 Water Utility contribution \$10,00.00, 2020 Highway Dept. contribution \$10,000.00, bring total cash on hand January 1, 2020, to \$540,493.00. Remaining cash on hand to remain in restricted replacement account for future use.

BOARD ACTION:

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

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 76-2019

**CONTRACT WITH DF TOMASINI TO REPLACE AND INSTALL UNDERGROUND
PIPING AT WELL #2 IN AN AMOUNT NOT TO EXCEED \$29,800**

WHEREAS, the Village of Germantown will contract for the removal and replacement of Well #2 discharge pipe; and,

WHEREAS, the Public Works Committee met on December 10, 2019 and recommended authorization to contract with DF Tomasini to perform the removal and installation of the piping from inside the well house to the outside and tying to the existing fire hydrant; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve to contract with DF Tomasini to perform the removal and installation of the piping from inside the well house to the outside and tying to the existing fire hydrant in an amount not to exceed \$29,800.

Introduced by: _____

Adopted: December 16, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

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

MEETING DATE: December 10th, 2019

AGENDA ITEM: New Business

ITEM TITLE: Consideration to install and replace underground piping at Well #2

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

We would like permission to hire DF Tomasini for the removal and replacement of the Well discharge piping that goes through the concrete floor, under the footings, and 40 feet east tying into the existing fire hydrant. This work is needed to replace the aging steel piping that is showing signs of failure inside the building and through the floor. The inside piping, valves and restoration work will be done by Village staff including the purchase of all the materials for this work.

Three contractors were contacted for quotes:

DF Tomasini	\$29,800.00
Kruczek	\$30,000.00
Globe	Declined

DF Tomasini	Sussex, WI	\$29,800.00
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ATTACHMENT: ORDINANCE ____ RESOLUTION ____ OTHER X

RECOMMENDATION:

Staff recommends approval of DF Tomasini to perform the removal and installation of the piping from inside the well house to outside connecting to the existing fire hydrant.

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.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 77-2019

**CONTRACT WITH WATER QUALITY INVESTIGATION FOR ENGINEERING
SERVICES FOR THE REHABILITATION OF WELL #11 IN AN AMOUNT NOT TO
EXCEED \$23,900**

WHEREAS, the Village of Germantown will contract for the Rehabilitation of Well #11 located at N112W13575 Mequon Road; and,

WHEREAS, the Public Works Committee met on December 10, 2019 and recommended authorization to contract with Water Quality Investigation for Engineering Services for the Rehabilitation of Well #11 in an amount not to exceed \$23,900; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the contract with Water Quality Investigation for Engineering Services for the Rehabilitation of Well #11 in an amount not to exceed \$23,900.

Introduced by: _____

Adopted: December 16, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: December 10th, 2019

AGENDA ITEM: New Business

ITEM TITLE: Consideration to hire engineering services for Well #11
Rehab in 2020

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

We would like permission to hire Water Quality Investigation to provide engineering services for the complete rehabilitation of Well #11 located at N112W13575 Mequon Rd. This project is similar to the Well #3 rehab done in 2018.

Water Quality Investigation was instrumental in trouble shooting Well #3 and Well #4 biofilm evaluations and treatment protocol.

Well #11 was originally placed into service in 2009 and suffered a catastrophic failure down hole shortly after due to stray electrical currents and possible biofilm issues. We will be pulling the pump and televising along with water sampling investigations. This will tell us its existing condition. Based on the inspection report, a recommended repair list will be provided to the Village for implementation.

Water Quality Investigations	\$23,900.00
2581 State Road 92, Suite 2	
Mount Horeb, WI 5357	

ATTACHMENT: ORDINANCE ____ RESOLUTION ____ OTHER X

RECOMMENDATION:

Staff recommends approval for Water Quality Investigations to perform engineering service and inspection of Well #11.

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.

November 29, 2019

Paul Haugen-Water Superintendent
Germantown Water Utility
Village of Germantown
PO Box 337
N122W17177 Fond du Lac Ave.
Germantown, WI 53022

SUBJECT: Rehabilitation of Well 11 and Filter

Dear Paul,

We offer the following cost proposal to assist the Village of Germantown with the investigation and rehabilitation of Well 11. Our scope of services includes the following:

1. Preparation of a project specification for pulling, inspecting and rehabilitating Well 11, which generally includes the following work:
 - a. Remove the well pump and equipment from the borehole, taking care to remove welded bond-strap at each pipe coupling/joint.
 - i. Inspect equipment for corrosion and wear, recommend necessary repairs
 - ii. Assessment of motor and rebuilding as necessary
 - iii. Take pictures of column pipe, couplings and bonding strap connections, especially below the pumping level
 - iv. Obtain scrapings of column pipe for mineral and/or biofilm analysis
 - v. Pressure wash or steam clean column pipe after inspection
 - b. Televise the well to assess/document the current condition of the casing, casing seal and borehole.
 - c. Geophysical logging of the well to assess geologic properties, water productivity and natural water movement in the well.
 - d. Install a temporary pump to allow dynamic geophysical logging and sampling of the well to assess water quality changes with depth and/or the presence of a non-productive zones.
 - e. Brush the well casing with a stiff bristle brush to remove/loosen biofilm and debris; bailing and/or airlifting of loosened material from the well.
 - f. Partial abandonment of the well to remove a stagnant zone at the bottom, if needed.
 - g. Chemical and mechanical rehabilitation of the well; acidizing will be necessary to remove biofilm materials (mineral related biofilm accumulation).
 - h. Reinstallation of equipment and column pipe bonding, and installation of a well water recycle line to reduce stagnancy above the pump setting
 - i. Pumping debris and chemicals from well until water clears – extended pumping may be needed.
 - j. Supplemental price to obtain samples from the well from various depths to assess the need for partial abandonment. Testing of three samples is included in WQI's scope of services.

- k. Supplemental price for televising of the well after rehabilitation to assess effectiveness. Cost to assess the video is included in WQI's scope of services.
2. Obtaining DNR approval for the proposed rehabilitation work.
3. Bidding of the project would be handled by Germantown. WQI would answer contractor questions during bidding, evaluate bids and provide a recommendation for award.
4. Preparation of a detailed cleaning procedure for the mix tank, pressure filter and filter media.
5. Answering contractor/owner questions, evaluating data and making recommendations during construction.
6. Attend up to four site meetings: one during specification preparation, one for preconstruction meeting, and remainder during and/or after completion of the work.
7. Analysis of water samples collected during and after well rehabilitation for assessment of rehabilitation effectiveness and development of a tailored maintenance plan for the well, mix tank and filter.
8. Preparation of a final report of work performed and findings, including analysis of geophysical and well televising data.
9. Preparation of a preventative maintenance plan for the well, mix tank and filter, including the following elements:
 - a. Water quality monitoring
 - b. Maintenance schedule
 - c. Follow-up sampling recommendations to determine effectiveness of treatment/maintenance activities

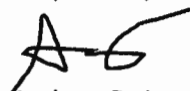
Cost for the above work is estimated to be \$23,900. Work would be billed on a time and material basis with the cost not to exceed this amount. Should the scope of work change during the project, an appropriate change in scope and cost would be submitted for approval.

The above cost includes preparation of a Project Specification for bidding purposes using EJCDC documents, including bid bond, performance bond, payment bond and agreement. As an alternate, a detailed Request for Proposals with equal requirements could be created for a savings of \$2,000 with award of the project based on issuance of a purchase order to the successful bidder. Elimination of bonding requirements, which are not typically used for maintenance projects such as this, would reduce the overall cost for the work.

We appreciate the opportunity to submit this proposal and look forward to working with you. If this proposal is agreeable, please sign below or issue a purchase order for the work. WQI would invoice for work performed on a monthly basis with payment due within 30 days of date of invoice.

If you have any questions or concerns, please contact me at your earliest convenience.

Respectfully submitted,



Andrew D. Jacques, Ph.D., P.E.
Chief Scientist, Founder

Signed : _____ Date : _____

Name and Title : _____

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: Tuesday December 10, 2019

AGENDA ITEM: New Business

ITEM TITLE: Washington County Invoice – Centerline
Painting/Bridge Inspection

SUBMITTED BY: Jay Olszewski, Highway Superintendent

SUMMARY EXPLANATION:

Washington County performed the centerline and edge line painting for the Village. This work is billed on a time and materials basis. Staff is requesting payment of invoice #6427, in the total amount \$20,020.12 for painting services provided by Washington County.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER x

RECOMMENDATION:

Staff recommends paying Washington County \$20,020.12 for centerline and edge line painting. Funds shall be allocated from Highway line item account 10-542-530-3540.

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.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 78-2019

**CONTRACT WITH RUEKERT & MIELKE FOR GIS CORE SERVICES IN AN
AMOUNT NOT TO EXCEED \$27,845**

WHEREAS, the Village of Germantown will contract for the AssetAlly and GIS Core Services for the Village Utilities, Highway and Engineering Departments; and,

WHEREAS, the Public Works Committee met on December 10, 2019 and recommended authorization to contract Ruekert & Mielke for a three (3) year term for an amount not to exceed \$27,845 as it relates to the maintenance of the Village's GIS database; and,

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby approve the three year (2020-2022) contract with Ruekert & Mielke in an amount not to exceed \$27,845 for AssetAlly and GIS Core Services for the Public Works and Engineering Departments in the Village of Germantown.

Introduced by: _____

Adopted: December 16, 2019

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE PUBLIC WORKS AND HIGHWAY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: December 10, 2019

AGENDA ITEM: New Business

ITEM TITLE: AssetAlly and GIS Core Services Contract with Ruekert & Mielke

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



SUMMARY EXPLANATION:

Each year the Department of Public Works looks to maintain the village's GIS database that houses a great deal of critical information including but not limited to hydrant and water valve locations, culverts, and sanitary manhole structure sizes and locations. The village's GIS information is stored on servers outside of the village and is accessed through software subscriptions and licenses maintained by Ruekert & Mielke.

The Public Works and Highway Department is looking to have Ruekert & Mielke continue to provide AssetAlly and GIS Core Services in 2020 through 2022. At the direction of the Public Works and Highway Committee, staff negotiated an 8.5% reduction in the annual rate charged for GIS Core Services. In order to obtain the reduced rate, which amounts to a little over \$900 per year, a 3-year contract is required. Based on the exceptional level of service to date, staff is comfortable recommending that Germantown enter into a 3-year contract with Ruekert & Mielke for the village's AssetAlly and GIS Core Services.

ATTACHMENT: ORDINANCE____ RESOLUTION____ OTHER X

3-year contract for AssetAlly and GIS Core services

RECOMMENDATION:

Staff recommends approval to enter into a 3-year contract with Ruekert & Mielke for AssetAlly and GIS Core Services. The annual amount of the contract is \$27,845. The GIS Core Services portion of the contract cost is to be paid out of the Engineering budget. The AssetAlly suites will be divided equally between the Wastewater Utility, Water Utility, Highway Department and Engineering Department.

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.

October 18, 2019

Mr. Eric Nitschke
Village Engineer
Village of Germantown
P.O. Box 337
Germantown, WI 53022

Re: AssetAlly and GIS Services 3-Year Contract (2020 – 2022)

Dear Mr. Nitschke:

Ruekert & Mielke, Inc. (R/M) is looking forward to continuing the hosting of your GIS Web Application (AssetAlly) and to work with Village staff on adopting this technology to improve the way the Village manages their assets. This document presents a 3-year contract between the Village and R/M for GIS Services. Upon the signing of this document, the Village agrees to pay R/M the associated costs for each year by January 1 of each year within the contract term. R/M agrees to provide the Village with an 8.5% discount on their Core Service fees as a courtesy to the Village's commitment to our software services. Annual Core Service cost without the contract is \$10,625. Discounts are reflected annually in Contract Fee table below.

EXCLUSIONS

This contract does not include costs for any additional services listed below. Additional services include, but are not limited to:

- GIS data attributing and/or mapping updates
- Scanning and uploading documents
- Survey services
- Training
- Updating WISLR data
- Importing CCTV repair data
- Inspection assistance (Outfalls, Ponds, etc.)

Please see the AssetAlly Master Agreement for more details.



Mr. Eric Nitschke
AssetAlly and GIS Service 3-Year Contract
October 18, 2019
Page 2

CONTRACT FEE

The software as a service described above and in the attached AssetAlly Master Agreement will be billed annually on a lump sum basis as summarized below.

2020 Contract Year 1 – Core Services and Suites \$27,845

- Core Services - \$9,720
- Water, Water Meter, Sanitary, Storm, & Streets Suite - \$18,125

2021 Contract Year 2 – Core Services and Suites \$27,845

- Core Services - \$9,720
- Water, Water Meter, Sanitary, Storm, & Streets Suite - \$18,125

2022 Contract Year 3 – Core Services and Suites \$27,845

- Core Services - \$9,720
- Water, Water Meter, Sanitary, Storm, & Streets Suite - \$18,125

Discount Total Over the Contract Term \$2,715

Total – 3-Year AssetAlly GIS Services Contract \$83,535

The above described professional services will be provided to you in accordance with the AssetAlly Master Agreement that the Village signed March 6, 2019. The AssetAlly Master Agreement is made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and return a fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.


Kevin M. Korth
Technology Solutions Advisor
kkorth@ruekertmielke.com

KMK:tmg
Enclosure



Mr. Eric Nitschke
AssetAlly and GIS Service 3-Year Contract
October 18, 2019
Page 3

CLIENT NAME:

Village of Germantown

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By: Ryan T. Amtmann
Ryan T. Amtmann

Title: Vice President

Date: October 18, 2019

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: Kevin M. Korth

Title: Technology Solutions Advisor

Phone Number: (262) 953-3018



AssetAlly

APPLICATION & SERVICES
AGREEMENT

2/27/2019

This AGREEMENT (the "Agreement") is made and entered into as of February 27, 2019 by and between Ruekert & Mielke, Inc., a Wisconsin corporation ("R/M") and the municipality agency named below.

Village of Germantown

P.O. Box 337 Germantown, WI 53022

Attn: Eric Nitschke

W I T N E S S E T H

WHEREAS, R/M desires to provide the "Application(s)" described in this Agreement, the facilities and hardware to support access to the Application(s) and is willing to provide such services to Client on the terms and subject to the conditions set forth below; and

WHEREAS, Client desires to engage R/M, and R/M desires to be engaged by Client, to provide the Application and GIS Services described in this Agreement on the terms and subject to the conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual promises set forth herein, R/M and Client (collectively, the "Parties") hereby agree as follows:

1. Definitions

1.1. General Definitions

- 1.1.1. Application. The term "Application" shall refer to, collectively, all components and services provided to Client under this agreement.
- 1.1.2. AssetAlly. The term AssetAlly refers to the branded name of the "Application". "Application" and "AssetAlly" may be used interchangeably in this document.
- 1.1.3. Authenticated Users. The term "Authenticated Users" shall refer to users of the Application who have credentials allowing access to data or features not available to the public.
- 1.1.4. Authorized Representative. The term "Authorized Representative" shall refer to an individual(s) authorized by the Client to enter into or modify agreements or otherwise purchase products and services pertaining to the Application.
- 1.1.5. Custom Application. A "Custom Application" consists of workflows, code, reports, and related material intended to accomplish a task or series of related tasks which are built to meet a Client's specifications.
- 1.1.6. Data Content. The term "Data Content" shall refer to the collection of GIS data, tabular databases, and files used by the Client in the Application.
- 1.1.7. Data Storage. The term "Data Storage" shall refer to methods R/M uses to store GIS data, databases, and files in the Application.
- 1.1.8. Major Upgrades. The term "Major Upgrades" shall refer to hardware or software upgrades involving replacing or reconfiguring major portions of the Application. Examples of Major Upgrades include, but are not limited to replacing Viewer technology, horizontal and vertical datum changes, and other architecture changes required that are beyond R/M's control.

- 1.1.9. Map Service. The term “Map Service” shall refer to a group of one or more geospatial data layers published to the World Wide Web for use in the Application.
- 1.1.10. Portal. The term “Portal” shall refer to a web page or pages developed by R/M for the Client’s use as a location for users to register for and provide credentials required for the Application.
- 1.1.11. Renewal Date. The term “Renewal Date” shall refer to the first day of an agreement between R/M and Client.
- 1.1.12. Routine Upgrades. The term “Routine Upgrades” shall refer to hardware or software upgrades intended to improve performance or fix bugs with little or no impact to the application.
- 1.1.13. Site. The term “Site” shall refer to an object configured using Latitude Geographics’s Geocortex Essentials software used to provide foundational elements of the GIS application. These elements include but are not limited to map layer configuration and display controls, database connections, printing capabilities, and security.
- 1.1.14. Third-party Online Services. The term “Third-party Online Services” shall refer to data, mapping, or similar products that can be obtained from a third party and included in Client’s Application.
- 1.1.15. Subscription Tool. A “Subscription Tool” consists of workflows, code, reports, and related material intended to accomplish a task or series of related tasks which function identically for all Clients.
- 1.1.16. Viewer. The term “Viewer” shall refer to a subset of capabilities used in Latitude Geographics’s Geocortex Essentials to create the user interface based on a programming technique.

2. AssetAlly Core Services

- 2.1. AssetAlly Core. Unless otherwise stated in this Agreement, the Client will receive the entire AssetAlly Core Suite consisting of:
 - One (1) Portal
 - One (1) Site suitable for Authenticated Users.
 - One (1) Viewer with secure access
 - One (1) Public Viewer, if requested
 - Up to three (3) Map Services
 - Up to 10 gigabytes (GB) of Data Storage
- 2.2. Fees.
 - 2.2.1. Initial Setup Fee. From and after receipt of this Agreement in consideration of the Initial Setup Fee identified through a mutual basis, R/M will provide services to configure AssetAlly Core for Client. R/M will also provide services to implement a permissions scheme as mutually agreed to.
 - 2.2.2. Annual Service Fee. From and after receipt of this Agreement or renewal, and in consideration of the annual service fee, R/M will provide Client access to AssetAlly Core Services as defined elsewhere in this Agreement.
- 2.3. Included Services. The following services will be specifically included in consideration of fees paid for AssetAlly Core:
 - 2.3.1. Hardware Maintenance. R/M will ensure its platform, networking, and hardware resources meet or exceed industry standards for performance and security.
 - 2.3.2. Software Maintenance. R/M will ensure software resources it uses meet or exceed industry standards for performance and security.

- 2.3.3. Software Upgrades. R/M will regularly test and install Routine Upgrades to improve functionality and performance. R/M will make reasonable efforts to ensure there are no negative impacts on critical features before installing Routine Upgrades.
- 2.3.4. Troubleshooting. R/M will make reasonable efforts to resolve errors or technical issues discovered by Authenticated Users. Client understands R/M cannot guarantee a complete or immediate resolution due to circumstances out of R/M's control such as software bugs, unforeseen use cases, etc.
- 2.3.5. Optimization. From time to time, R/M may undertake efforts to improve performance or overall system efficiency.
- 2.3.6. Communication. R/M will make reasonable efforts to contact the Client regarding significant scheduled system downtime in advance.
- 2.4. Excluded Services. The following services are not included in the scope of AssetAlly Core Services and will be considered Additional Services as described in Section 2.7:
 - 2.4.1. Problems reported by the general public pertaining to data or general Application usage.
 - 2.4.2. Performance issues due to the Client's Information Technology (IT) infrastructure.
 - 2.4.3. Modifications to the Application requested by the Client.
 - 2.4.4. Troubleshooting issues due to Third-party Online Services or other resources external to R/M and communications pertaining to these issues.
 - 2.4.5. Adding, removing, or modifying data layers at the Client's request
 - 2.4.6. Modification or updates performed on existing layers at the Client's request.
 - 2.4.7. Installation and testing of Major Upgrades.
 - 2.4.8. Other efforts performed by R/M pertaining to AssetAlly Core not otherwise specified.
- 2.5. AssetAlly Tool Subscriptions.
 - 2.5.1. All components of Subscription Tools must be purchased in their entirety as defined in the tool listing or other supporting documents.
 - 2.5.2. Updates and Maintenance.
 - 2.5.2.1. R/M provides assurance that its Subscription Tools will operate free of defects to the maximum extent possible. Users are encouraged to report possible defects, which R/M will begin investigating within two business days of receipt.
 - 2.5.2.2. From time to time, R/M may make updates to Subscription Tools based on user feedback, best practices, or other operational reasons. Upon an update, the client will be notified of any major changes to tool usage and procedures.
 - 2.5.3. Terms of Service.
 - 2.5.3.1. Term and Fee. A Subscription Tool will be offered for the Fee stated in the annual fee notice. The Subscription Tool Term will be one year unless otherwise stated by separate agreement.
 - 2.5.3.2. Addition. The Client may add Subscription Tools at any time.
 - 2.5.3.3. Removal. In the event that the Client wishes to remove a subscription tool from its Application, the Client Representative shall notify its GIS Client Manager of its intent within 45 days of the Renewal Date.
 - 2.5.3.4. Use. The Client's approved users shall have unlimited access to a Subscription Tool during the Term.

- 2.5.3.5. Troubleshooting. R/M will make reasonable efforts to resolve errors or technical issues discovered by Authenticated Users. Client understands R/M cannot guarantee a complete or immediate resolution due to circumstances out of R/M's control such as software bugs, unforeseen use cases, etc.
- 2.5.4. Modification. Since Subscription Tools provide value to the Client through higher reliability and more frequent enhancements, Client acknowledges modifications must be vetted and that R/M's decision on the outcome is final. R/M will review enhancement requests and classify them as one of the following:
 - 2.5.4.1. Allowable. The modification requested has no or little impact to the tool overall and can be done on a time and materials basis. Examples include changing map layer symbology and adding items to dropdown lists.
 - 2.5.4.2. Candidate. If the suggested modification impacts the tool overall, R/M will place this idea in an enhancement queue for incorporation into future releases of the Subscription Tool. R/M is in no way obligated to include any suggested modification into a future release of a Subscription Tool.
 - 2.5.4.3. Custom Application. If a Client requires modifications to a Subscription Tool that cannot be accommodated without detriment to said Subscription Tool, custom application development will be required. All custom application development will be performed under a separate agreement.
- 2.5.5. Non-Conforming Tools. Client may have tools that were developed prior to creation of Subscription Tools.
 - 2.5.5.1. Non-conforming Tools similar in function to Subscription Tools will be converted as such.
 - 2.5.5.2. Non-conforming Tools which have unique features and functions will be converted to Custom Applications.
- 2.6. Custom Applications.
 - 2.6.1. Custom Application Services. R/M may create Custom Applications to meet a Client's specific business needs if they cannot be adequately addressed by using AssetAlly Core or Subscription tools. Custom Application services may include any of the following depending on the scope and complexity of the application:
 - 2.6.1.1. Needs analysis and business process documentation.
 - 2.6.1.2. Project management and scope definition.
 - 2.6.1.3. Database and form design.
 - 2.6.1.4. Coding.
 - 2.6.1.5. Quality control, testing, and interactive review.
 - 2.6.2. Terms of Service.
 - 2.6.2.1. Applications not part of AssetAlly Core and Subscription Tools will be considered Custom Applications. R/M shall decide if any effort results in a Custom Application at its sole discretion.
 - 2.6.2.2. If a Custom Application is not developed under a separate agreement, the following shall apply:

- 2.6.2.2.1. The Client shall be notified if any effort is considered a Custom Application. R/M will require written or electronic authorization for the Client's Authorized Representative prior to proceeding.
 - 2.6.2.2.2. All efforts will be billed to the Client at R/M's standard hourly rates.
 - 2.6.2.3. The Client may terminate authorized Custom Application development efforts at any time, with or without cause. However, the Client will remain responsible for all fees through the date of termination.
 - 2.6.3. Maintenance Policy.
 - 2.6.3.1. Modifications to Custom Applications requested by the Client will be billed at R/M's standard hourly rates, unless developed under a separate agreement.
 - 2.6.3.2. Custom Applications may become temporarily inoperable due to changes in numerous internal and external components. Efforts required to restore operability of Custom Applications will be billed to the Client at R/M's standard hourly rates.
 - 2.6.4. Conversion to Subscription Tools. R/M, at its sole discretion, may elect to convert a Custom Application to a Subscription Tool. Should such a conversion occur, the Client is entitled to the following:
 - 2.6.4.1. Consultation with R/M to ensure the Subscription Tool meets the Client's functional needs.
 - 2.6.5. Troubleshooting. R/M will make reasonable efforts to resolve errors or technical issues discovered by Authenticated Users. Client understands R/M cannot guarantee a complete or immediate resolution due to circumstances out of R/M's control such as software bugs, unforeseen use cases, etc. All other activities will be considered Additional Services as described below.
- 2.7. Additional Services. Clients may require assistance over and above what is offered with R/M's Core GIS Services, Subscription Tools, and Custom Applications.
- 2.7.1. Services offered include, but are not limited to:
 - 2.7.1.1. GIS data maintenance and updates.
 - 2.7.1.2. Technical support.
 - 2.7.1.3. Ad hoc queries and reports.
 - 2.7.1.4. Training.
 - 2.7.1.5. Modifications to map symbology and data fields displayed.
 - 2.7.1.6. Data recovery.
 - 2.7.2. Fees. All additional services will be billed on a time and materials basis using R/M's standard hourly rates.

3. Proprietary Rights

- 3.1. Data Content. All items contained within the Client's Data Content shall remain the sole and exclusive property of the Client, including, without limitation, all copyrights, trademarks, patents, trade secrets or other proprietary rights. Nothing in this Agreement shall be construed to grant R/M any ownership right or license to the Client's Data Content, except as provided in Article 3.5 below.
- 3.2. R/M Proprietary Rights. All materials included in or pertaining to AssetAlly Core Services, R/M Tool Subscriptions, or Custom Applications as they relate to Client, and updates or modifications hereto, and all ideas, designs, and formats embodied therein shall remain the property of R/M. Further, the Client hereby understands all resources, including but not limited to hardware, services, software (in

compiled or source code form), scripts, programming code, apps, or routines developed or provided by R/M under this Agreement shall remain the property of R/M.

3.3. Service. R/M hereby grants to Client the services offered as stated in this agreement in a non-exclusive, non-transferrable manner throughout the Term. As to the same Client agrees that it shall not:

3.3.1. Use these services to store data of parties other than the Client.

3.3.2. Modify these services

3.3.3. Use these services under any name but its own

3.3.4. Decompile, disassemble or otherwise reverse engineer these services

3.4. Confidentiality. During the course of this Agreement, information that is confidential or proprietary to one party ("Disclosing Party") may be disclosed to the other party ("Receiving Party"), including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the Receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the Receiving Party, (b) was known to the Receiving Party as of the time of its disclosure, (c) is independently developed by the Receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement for a term of four (4) years. This clause shall be superseded if a Non-Disclosure Agreement (NDA) is in force between R/M and the Client.

3.5. R/M Links. R/M shall be permitted to place identifying characteristics in the following locations:

3.5.1. A credit and logo of reasonable size with hyperlinks to R/M's corporate website will be placed on the Portal Page at a mutually agreeable location.

3.5.2. R/M's corporate or brand logo will appear on the Viewer's "splash screen", shown when the Viewer initially loads.

4. Warranties and Indemnification

4.1. R/M Warranties

4.1.1. The Application and its use will not constitute a libel or defamation, conflict with or infringe upon or violate any copyrights, trademarks, patent rights, trade secret rights, rights of publicity or other rights, and will not cause injury to any third party.

4.1.2. Use of the Application will not give rise to any claims against Client for any license or other royalty fees or payments of any kind unless otherwise disclosed.

4.1.3. The Application and all materials contained therein and not provided by Client conform and will conform to all applicable federal, state, and local laws and regulations

4.1.4. R/M has the power and authority to enter into and perform its obligations under this Agreement.

4.2. Client Warranties.

- 4.2.1. Client has the power and authority to enter into and perform its obligations under this Agreement.
- 4.2.2. Client has the right to use all databases, map data, and links provided to R/M for purposes of inclusion in the Application, and that such use does not infringe or violate any right of any third party.
- 4.2.3. Client assumes sole responsibility for the accuracy of the materials provided to R/M for the Application.
- 4.2.4. Client assumes sole responsibility for the quality and accuracy of any data entered into or exported from the Application.
- 4.2.5. Client has the right to use Third-party Online Services and acknowledges such use is subject to the ongoing risk of their alteration, removal, or becoming otherwise inaccessible, resulting in unavoidable, billable efforts to restore functionality of the application in whole or in part.

4.3. Third-Party Online Services. Any Online Services that R/M or Client leverages or makes accessible through the Application will be obtained by sources believed to be reliable, however, their availability, accuracy, completeness, timeliness, and suitability are not guaranteed. Client agrees that R/M is not responsible for these Online Services, including but not limited to any change, interruption, error, or discontinuation of any Online Services, or for any resulting adverse effects upon Application. All efforts to mitigate problems related to such issues described above will be considered as Additional Services.

4.4. No Other Warranties

- 4.4.1. THE EXPRESS WARRANTIES PROVIDED BY R/M IN SECTION 4.1 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE APPLICATION AND ALL OTHER SERVICES OFFERED HEREUNDER. R/M EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE AND SECURITY. CLIENT ACKNOWLEDGES IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN.
- 4.4.2. THE EXPRESS WARRANTIES PROVIDED BY CLIENT IN SECTION 4.2 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY. R/M ACKNOWLEDGES IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN.

4.5. R/M Indemnification.

- 4.5.1. Responsibilities. R/M will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that the Application is in material breach of the Warranties as described in Section 4.1. R/M will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the Application becomes, or in R/M's opinion is likely to become the subject of an infringement claim, R/M may, at its own option and expense:
 - 4.5.1.1. Procure for Client the right to continue using the Application.
 - 4.5.1.2. Replace or modify the Application so that it becomes non-infringing.
 - 4.5.1.3. Terminate this Agreement as appropriate upon written notice to Client, and refund to Client a pro-rata portion of the fees paid for the Application, if any, to reflect the period of lost use.
 - 4.5.1.4. Actions Not Indemnified. R/M will have no obligation with respect to any infringement claim based upon the following:

- 4.5.1.5. Use of the Application in combination with products, software, data or services not supplied by R/M.
 - 4.5.1.6. Modification, reverse engineering, decompiling, or configuration of the Application by any person other than R/M or its authorized agents or subcontractors.
- 4.6. R/M Limitation of Infringement Liability. SECTION 4.5 STATES R/M'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.
- 4.7. Client Indemnification.
- 4.7.1. Responsibilities. Client will defend at its own expense any action against R/M brought by a third party to the extent that the action is based upon a claim that the Application or its use is in material breach of the Warranties as described in Section 4.2. Client will pay those costs and damages finally awarded against R/M in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the Application becomes, or in Client's opinion is likely to become the subject of an infringement claim, Client may, at its own option and expense:
 - 4.7.1.1. Direct R/M to modify the Application so it becomes non-infringing as an Additional Service.
 - 4.7.1.2. Terminate this Agreement upon written notice to R/M.
 - 4.7.2. Actions Not Indemnified. Client will have no obligation to with respect to any infringement claim based upon using materials described in Section 4.2 and provided under this Agreement for the sole purpose of use in the Application.
- 4.8. Client Limitation of Infringement Liability. SECTION 4.7 STATES CLIENT'S ENTIRE LIABILITY AND R/M'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

5. Performance, Renewal, and Termination

5.1. Performance Standards.

- 5.1.1. The Application will conform with any specifications of the functional, operational, and performance standards set forth or as described in this Agreement.
- 5.1.2. R/M will meet or exceed the industry-standard level of care to ensure the Application conforms with any function, operational, and performance standards in this Agreement.
- 5.1.3. R/M will meet or exceed the industry-standard level of care to ensure that Application defects within its control are identified and resolved in a timely manner.
- 5.1.4. R/M will make all reasonable efforts ensure the Application is available and fully accessible 24 hours per day, 7 days per week, with special emphasis on normal business hours (7:00 am to 5:00 pm Monday through Friday, excluding holidays). Client understands, however, that from time to time the Application may not be operable for any reason including, but not limited to:
 - 5.1.4.1. Data updates.
 - 5.1.4.2. Hardware upgrades.
 - 5.1.4.3. Software upgrades.
 - 5.1.4.4. System maintenance.
 - 5.1.4.5. Telecommunication and Platform provide outages.
 - 5.1.4.6. Network congestion or hostile attacks.
- 5.1.5. R/M IT Platform. Client understands that R/M may use a cloud provider with shared platform and computing resources to host the Application. Furthermore, R/M's environment shall not be solely dedicated to the Client's Application.
- 5.1.6. R/M and Client recognize that it is impossible to maintain impenetrable security.

- 5.1.6.1. R/M shall take reasonable steps to prevent breaches and unauthorized access to the Application or Data.
- 5.1.6.2. Client acknowledges it is solely responsible for management of its user names, passwords, and permission levels and will promptly contact R/M to initiate such changes.
- 5.1.7. Search Engines. Client acknowledges R/M cannot prevent the application or publicly accessible data from being searched, indexed, or linked by search engines, bots, or spiders. Search Engine Optimization, if desired, is available as an Additional Service.
- 5.2. Term. This Agreement shall be effective when signed by the Parties and continue until December 31 of the following year, unless terminated earlier or otherwise provided in this Agreement. This Agreement shall automatically be renewed beyond this initial term for additional one (1) year renewal terms unless either party gives written notice of termination at least ninety (90) days prior to the expiration of any term.
- 5.3. Agreement Revisions. R/M may deem it necessary to revise this Agreement from time to time to make clarifications, add language to govern new services, or otherwise revise terms of the provided services. R/M will provide the revised agreement to the Client at least ninety (90) days prior to the expiration of the current term. Payment of the Annual Fee described in Section 5.4.1 shall be considered acceptance of the revised Agreement.
- 5.4. Fees.
 - 5.4.1. Annual Fee. Client will receive a letter during their budgeting process to inform them of costs for AssetAlly Core Services, Subscription Tools, and Custom Applications for the following year. Unless arranged otherwise, an invoice will be sent to Client approximately one month before the beginning of the fiscal year. This invoice will be due 30 days after the beginning of the fiscal year.
 - 5.4.2. Additional Services. Unless prepaid, Additional Services will be invoiced to Client every four (4) weeks. Invoices are due 30 days from receipt.
 - 5.4.3. Penalties. R/M may charge 1.5% interest per month on balances not paid as specified above.
- 5.5. Termination of Contract. Either party may at any time terminate this Agreement with seven (7) days' written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Either party may also suspend this agreement for cause with thirty (30) days' written notice. In the event of termination or suspension with or without cause, Client shall pay to R/M all amounts owed under this Agreement for all work performed up to the effective notice date.
- 5.6. Liability.
 - 5.6.1. Disclaimer of Consequential Damages. IN NO EVENT SHALL R/M OR ITS OFFICERS OR DIRECTORS BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR ANY INDIRECT DAMAGES OR LOSSES OF ANY KIND IN CONNECTION WITH SERVICES PROVIDED UNDER TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, EVEN IF CAUSED BY R/M'S NEGLIGENCE AND EVEN IF R/M HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

- 5.6.2. Limitation of Liability. IN NO EVENT WILL THE LIABILITY R/M FOR ANY CLAIM ARISING UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED BY IMPLEMENTER THAT GIVE RISE TO THE CLAIM IN THE YEAR OF THE CLAIM, EXCEPT IN THE EVENT THAT THE SERVICES PERFORMED BY R/M GIVE RISE TO A CLAIM OF INFRINGEMENT.

6. General Provisions

- 6.1. Notices. Any notice provided pursuant to this Agreement shall be signed by a responsible party and may be sent by personal delivery, e-mail, or certified mail (return receipt requested). The day of sending of any such notice will be deemed the date of the giving thereof (except notices of change of address, the date of which will be the date of receipt by the receiving party). Facsimile transmissions will not constitute valid notices hereunder, whether or not actually received. All notices shall be addressed as follows (or to such other address as either party may in the future specify in writing to the other party):

In the case of R/M:

Ruekert & Mielke, Inc., at its then current address.
Attention: Timothy J. Anderson
GIS/CADD Team Leader

In the case of Client:

To the Client at the address given in the paragraph identifying the Client.
Attention: Eric Nitschke.

From: [Janice Wick](#)
To: [Deanna Braunschweig](#)
Subject: Public Works Agenda Items for Village Board - Dec. 16, 19
Date: Wednesday, December 11, 2019 8:20:00 AM
Attachments: [RESOLUTIONS - Dec. 16, 2019.docx](#)

CONSENT AGENDA:

COMBINATION SEWER CLEANING MACHINE – AUTHORIZATION TO PURCHASE:

-

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the purchase of a Vac-Con sewer cleaner and cab/chassis from Envirotech Equipment for an amount not to exceed \$509,840.00.

Motion carried unanimously.

WELL #2 – REPLACE & INSTALL UNDERGROUND PIPING:

MOTION made by Zabel, seconded by Hughes to forward to the Village Board with a positive recommendation to approve the services of D.F. Tomasini to perform the removal and installation of piping connecting to the existing fire hydrant at Well #2 at a cost of \$29,800.00.

Motion carried unanimously.

WELL #11 – REHABILITATION:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the services of Water Quality Investigations to perform engineering services and inspection of Well #11 at a cost of \$23,900.00.

Motion carried unanimously.

-

WASHINGTON COUNTY INVOICE – CENTERLINE PAINTING/BRIDGE INSPECTION:

MOTION made by Zabel, seconded by Warren to forward to the Village Board with a positive recommendation to approve the Washington County invoice in the amount of \$20,020.12 for centerline and edgeline painting of Village streets. Funds to be allocated from Acct. #10-542-530-3540.

Motion carried unanimously.

CONTRACT FOR 2020-2023 GIS SERVICES:

MOTION made by Kaminski, seconded by Hughes to forward to the Village Board with a positive recommendation to approve entering into a 3-year contract with Ruekert & Mielke for AssetAlly and GIS Core services for an annual amount of \$27,845.00.

Motion carried unanimously.

-

Regards,

Janice

DPW/Engr.

Village of Germantown

262-250-4721

From: [Janice Wick](#)
To: [Deanna Braunschweig](#)
Subject: Public Works Agenda Items for Village Board - Dec. 16, 19
Date: Wednesday, December 11, 2019 8:20:00 AM
Attachments: [RESOLUTIONS - Dec. 16, 2019.docx](#)

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Regards,

Janice

DPW/Engr.

Village of Germantown

262-250-4721

RESOLUTION 111-2019

APPRECIATION OF SERVICE TO POLICE CHIEF PETER HOELL

WHEREAS, the Village Board Members, the Police and Fire Commission, the Germantown Police Department, Village Employees, and the Citizens would like to express their appreciation and gratitude to Police Chief Peter Hoell for his public service, contributions and dedication while serving on the Village Police Department from April 17, 1989 – December 31, 2019; and,

WHEREAS, Chief Hoell served as Chief of Police and Emergency Government Director from January 2004 – December 31, 2019. Prior to serving as Chief of Police, Chief Hoell served in various positions within the Germantown Police Department:

Lieutenant	January 1998	–	January 2004
Administrative Sergeant	October 1995	–	January 1998
Shift Sergeant	June 1994	–	October 1995
Patrol Officer & Narcotics Investigator	September 1989	–	June 1994
Undercover Narcotics Investigator	April 1989	–	September 1989

NOW, THEREFORE, BE IT RESOLVED that the Village Board does HEREBY acknowledge the dedication to the GERMANTOWN COMMUNITY that CHIEF PETER HOELL has shown during his service and wishes him well.

Introduced by: _____

Adopted: December 16, 2019

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 79-2019

**APPOINTMENT OF ELECTION INSPECTORS FOR THE
JANUARY 1, 2020 – DECEMBER 31, 2021 TERM**

WHEREAS, the terms of the current Elections Inspectors will end on December 31, 2019,
and,

WHEREAS, a list of Election Inspectors are attached, and,

NOW THEREFORE BE IT RESOLVED, that the attached list of Election Inspectors are
approved for the January 1, 2020 – December 31, 2021 term.

Introduced by: _____

Adopted: December 16, 2019

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

Party	First Name	Last Name
Democratic Party	Kenneth	Bahr
Democratic Party	Kristen	Barr
Democratic Party	Charlene	Brady
Democratic Party	Phyllis	Doherty
Democratic Party	Norine	Janzen
Democratic Party	John	Krause, Sr.
Democratic Party	Aurello	Mesa
Democratic Party	Archie	Reeder
Democratic Party	Keridak	Silk
Democratic Party	Barry	Thompson
Democratic Party	Christopher	Yatchak
Democratic Party	Gerald	Skomski
Democratic Party	William	Schuster
Republican Party	Joanne	Axt
Republican Party	Marion	Bezold
Republican Party	Shirley	Ehlert
Republican Party	Joy	Gettelman
Republican Party	Patricia "Gail"	Greenisen
Republican Party	Russell "Wade"	Greenisen
Republican Party	Kathleen	Horn
Republican Party	Diane "Dee Dee"	Johnson
Republican Party	Karen	Kraemer
Republican Party	MaryAnn	Nordman
Republican Party	Catherine	Osborne
Republican Party	Carol	Pluta
Republican Party	Kathleen	Sitzberger
Republican Party	Pamela	Smith
Republican Party	Darlene	Vosen

Party	First Name	Last Name
	Spencer	Rudie
	Robert	Aiken
	Richard	Akeson
	Douglas	Anderson
	Georgianne	Astin
	David	Ball
	Holly	Blaubach
	Mark	Brandau
	Linda	Britton
	Marie	Burnham
	Teresa	Burnham
	Dianne	Busalacchi
	Barbara	Buth
	Cindy	Carlson
	Ben	Chitwood
	Patricia	Daniels
	Joy	DeBord
	Jean	Drumm
	Paulette	Eck
	Shirley	Ehlert
	Carolyn	Eiden
	Paul	Fecke
	Joanne (Jody)	Fenske
	Loranne	French
	Eileen	Ganiere
	Marion	Gehl
	Donald	Gifford
	Bob	Gonwa
	Carol	Gonwa

Party	First Name	Last Name
	Mary Ellen	Gray
	Mary	Guerin
	Randy	Guse
	Susan	Hafert
	Elizabeth	Harebo
	Dianne	Hempel
	Kathryn	Hoff
	Barbara	Hoffmeier
	Werner	Horn
	Charlene	Hull
	Linda	Jackson
	Cynthia	Joerres
	Janis	Johnson
	Joletta	Kerpan
	Barbara	Kexel
	Margaret	Klopper
	Richard	Klopper
	Dennis	Kloth
	Richard	Kraus
	Pam	Lalmond
	Kim	Leukert
	Barbara	Lex
	Fredric	Lex
	Virginia	Loberg
	Sharon	Lueders
	Carroll	Merry
	Jean	Merry
	Linda	Miller
	Kristine	Murray

Party	First Name	Last Name
	Janice	Oberg
	Rita	pie
	Sandra	Pie
	John	Pie
	Rose Mary	Pies
	Catherine	Plank
	Gail	Prinslow
	David	Rampson
	Nicci	Rampson
	Peggy	Reeder
	Judy	Rogers
	Carrie	Rowe
	Susan	Schilter
	Patricia	Schmeling
	Frederick	Schmelzer
	Derrick	Schmidt
	Michael	Schmitt
	Marilyn	Schmitt
	Sam (Ingolf)	Schneider
	Rita	Schulties
	Judith	Sellers
	Audrey	Seymour
	John	Seymour
	Harriet	Sporaa
	Julie	Stauss
	Julie	Stroik

Party	First Name	Last Name
	Gary	Stroik
	Susan	Tatalovich
	Clara	Theine
	Michael	Wahl
	Vicki	Weisenberger
	Susan	Worden
	Delbert	Worden Jr
	Phyllis	Zolandz

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

MEETING DATE: December 16, 2019

AGENDA ITEM: New Business **[RESOLUTION 80-2019]**

ITEM TITLE: Proposed Revisions to the Schedule of Building Permit and Inspection Fees & Charges (Resolution No. 80-2019)

SUBMITTED BY: Jeffrey W. Retzlaff, Director, Community Development Department

SUMMARY EXPLANATION:

Many of the building permit and inspection fees & charges required under Chapter 14 (Building Code) have not been updated since the last major fee schedule revision in 2008. Staff is requesting authorization to increase various building permit and inspection fees & charges as set forth in Attachment "A" to draft Resolution No. 80-2019 (copy enclosed).

ATTACHMENTS:

- ◆ Draft Resolution 80-2019 w/ Attachment "A" (proposed Schedule of Permit and Inspection Fees & Charges)

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 80 – 2019

**REVISING PERMIT FEES REQUIRED UNDER SECTION 14 (BUILDING CODE) OF THE
MUNCIPAL CODE OF THE VILLAGE OF GERMANTOWN**

WHEREAS, pursuant to Building Code Section 14.05(8) of the Germantown Municipal Code, the Village Board is required to establish and revise permit and inspection fees required under Section 14; and

WHEREAS, many of the permit and inspection fees or charges listed in the current schedule of permit and inspection fees required under Section 14 (Building Code) have not been adjusted since 2008; and

WHEREAS, the Director of the Community Development Department has recommended that certain permit and inspection fees required under Section 14 (Building Code) be revised as set forth in the proposed schedule attached hereto as Attachment "A";

NOW, THEREFORE, BE IT RESOLVED, that the Village Board approves the revised permit and inspection fees set forth in the schedule attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that the permit and inspection fees set forth in the schedule attached hereto as Attachment "A" become effective on January 1, 2020.

Introduced by Trustee: _____

Adopted: December 16, 2019

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna L. Braunschweig, WCMC/CMC
Village Clerk

ATTACHMENT "A"
Permit & Inspection Fees & Charges (Proposed Schedule)

PERMIT/INSPECTION FEE DESCRIPTION	CURRENT FEE (\$)	PROPOSED FEE (\$)
CONSTRUCTION (RESIDENTIAL 1 & 2-FAMILY ONLY)		
Residential Dwelling-New (w/ or w/o attached garage; charge per sqft)	0.30	0.35
Residential Dwelling-Addition	.30 sqft or \$7/\$1000	.35 Sq Ft or \$7/\$1000
Residential Dwelling-Remodel	.30 sqft or \$7/\$1000	.35 Sq Ft or \$7/\$1000
Residential Dwelling-Basement Finish/Remodel (charge per sqft)	0.30	0.30
Deck/Porch/Gazebo	50.00	50.00
Garage & Accessory Structure- 192 square feet or less	30.00	30.00
Garage & Accessory Structure Over 192 square feet (per sqft)	0.26	0.26
Swimming Pool	40.00	40.00
Fence	25.00	25.00
Reroofing	25.00	25.00
Siding	30.00	30.00
Foundation Wall Repair	75.00	75.00
Solar Energy Unit	30.00	30.00
Wind Energy Unit	35.00	35.00
Signal Receiving Antenna	30.00	30.00
All Other Building Alterations, Where Cubic Contents Not Calculated	\$10/\$1000	\$10/\$1000
<i>Plan Examination Fee:</i>		
New Dwelling (w/ or w/o attached garage)	175.00	225.00
Residential Dwelling-Addition	70.00	75.00
Residential Dwelling-Remodel	50.00	55.00
Garages & Accessory Structure Over 192 square feet	40.00	45.00
Deck/Porch/Gazebo	35.00	40.00
Basement Finish/Remodel	30.00	35.00
Fireplace	30.00	35.00
WI Uniform Building Permit Seal	40.00	40.00
Occupancy Permit	50.00	50.00
<i>Property Record Maintenance Fees:</i>		
New Residential Dwellings	200.00	200.00
Structural Addition/Alteration	80.00	80.00
Accessory Structures (Deck, Gazebo, Shed, Pool, etc.)	15.00	15.00
CONSTRUCTION (ALL COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, OFFICE, MULTI-FAMILY & OTHER)		
Multi-Family 3-Family & Over (New Const, Addition & Remodel)	0.30	0.35
Commercial/Business, Institutional, Office (New Const, Addition & Remodel)	0.28	0.35
Industrial/Manufacturing, Warehouse & Commercial Garage (New Const, Addition & Remodel)	0.26	0.30
Agricultural Building	1% of Cost of Building	1% of Cost of Building
<i>Plan Examination Fee:</i>		
Multi-Family 3-Family & Over (New Const, Addition & Remodel)	175.00	\$175 + \$25 per unit
Commercial/Business, Institutional, Office (New Const, Addition & Remodel)	175.00	250.00
Manufacturing/Industrial & Warehouse (New Const, Addition & Remodel)	175.00	250.00
<i>Occupancy Permit:</i>		
Multi-Family 3-Family & Over (New Const, Addition & Remodel)	\$30 per unit	\$30 per unit
Commercial/Business, Institutional, Office (New Const, Addition & Remodel)	150.00	150.00
Manufacturing/Industrial & Warehouse (New Const, Addition & Remodel)	150.00	150.00
Signal Receiving Antenna	30.00	30.00
Siding (\$250 Maximum)	\$8.00/\$1000 of Cost	\$8.00/\$1000 of Cost
Reroofing (\$250 Maximum)	\$7.00/\$1000 of Cost	\$7.00/\$1000 of Cost
Permit to Start Construction	200.00	200.00
<i>All Other Building Remodeling or Alteration where Cubic Contents Not Calculated</i>		
Major Remodeling or Alteration	\$10/\$1000	\$10/\$1000
Major Remodeling or Alteration	\$10/\$1000	\$5/\$1000
<i>Property Record Maintenance Fees:</i>		
Multi Family/Condominiums	\$400 Base + \$50/Unit	\$400 Base + \$50/Unit
Structural Addition/Alteration	80.00	80.00
Accessory Structures (Deck, Gazebo, Shed, Pool, etc.)	30.00	30.00
New Commercial Building	400.00	400.00
Structural Addition	165.00	165.00
Structural Alteration	110.00	110.00
Accessory Structures	50.00	50.00
Porch, Deck, Gazebo, etc.	30.00	30.00

ATTACHMENT "A"
Permit & Inspection Fees & Charges (Proposed Schedule)

PERMIT/INSPECTION FEE DESCRIPTION	CURRENT FEE (\$)	PROPOSED FEE (\$)
HVAC - HEATING & COOLING (ALL Residential & non-Residential)		
1 & 2-Family Heating	50.00	50.00
Commercial - 1st 150,000 BTU	50.00	50.00
Each Additional 50,000 BTU or Fraction Thereof (\$750.00 Max per unit)	15.00	15.00
One & Two Family Air Conditioning	50.00	50.00
Commercial A/C - 1st 5 Tons	50.00	50.00
Each Additional Ton or Fraction Thereof (\$750.00 Max per unit)	15.00	15.00
Fireplace/Woodburning Stove	\$50.00 + Plan Exam	\$50.00 + Plan Exam
Outdoor Heating Devices	100.00	100.00
Commercial/Industrial Exhaust Hoods & Exhaust Systems	100.00	100.00
Heating & A/C Distribution Systems/Ductwork	\$1.00/100 Sq. Ft. Area	\$1.00/100 Sq. Ft. Area
Plan Exam Fee (ALL non-Residential)	60.00	60.00
PLUMBING PERMITS (ALL Residential & non-Residential)		
Plumbing Fixtures - Each	10.00	10.00
Manholes & Catch Basins	30.00	30.00
Inside Sewer - First 100 Feet	50.00	50.00
Outside Sewer & Water - First 100 Feet - Change to Outside Sewer Only	50.00	50.00
Additional Sewer & Water - Over 100 Feet in/out	.45/Foot	.45/Foot
Storm Sewer Connection	40.00	50.00
Water Service - Separate Line Item	0.00	50.00
Water Tap or Sewer Connection in Road	35.00	35.00
Well	20.00	20.00
Well Abandonment	40.00	40.00
Pump	20.00	20.00
Lawn Sprinkler System (Per System Plus .25 per Head)	15.00	15.00
Re-Inspection Fee	50.00	50.00
Minimum Plumbing Permit Fee	50.00	50.00
ELECTRICAL PERMITS (ALL Residential & non-Residential)		
Outlets for Fixtures, Lamps, Switches, and Similar Devices	0.55	0.75
Fixtures, Studded Porcelain Receptacles, etc. - Combined to one line item	0.55	0.75
Ranges, including outlets or 50 AMP outlets or receptacles	6.00	10.00
Garbage Disposal	5.00	10.00
Dishwasher	5.00	10.00
Water Heater	6.00	10.00
Clothes Dryer	6.00	10.00
Automatic Central Heating & Cooling Devices (Furnace) - Residential	8.00	20.00
Automatic Central Heating & Cooling Devices (Furnace) - Commercial	0.00	40.00
Air Conditioners - 3 tons or smaller in size	9.00	9.00
Over 3 tons, \$1.00 per ton in excess (#)Ton in excess	Plus \$9.00	Plus \$9.00
Well Pump - Added Mound System, Lift Pump, or Alarm Wiring	6.00	20.00
Low Voltage Device	1.00	1.00
Service Switches: First 200 Amperes	50.00	50.00
Over 200 Amperes - Additional per 100 amps or fraction	\$10.00/100	\$10.00/100
Temporary Service - 1st 90 days	50.00	50.00
Thereafter, each additional 100 Amperes or fraction	15.00	15.00
Tubular Lamps, such as Fluorescent, Cold Cathode, Lumiline and Mercury Vapor (per tube)	0.40	0.50
Miscellaneous Heating Devices (per KWT)	2.00	4.00
Power Receptacles	6.50	7.00
Motors (per H.P. or fraction)	0.50	1.00
Neon Signs (Transformer), Lighted Signs	25.00	25.00
Generators, Rectifiers & Transformers (per KWT)	0.45	1.00
Residential Whirlpool	30.00	30.00
Wireways, Busways, Underfloor Raceways or Auxiliary Gutters (per foot or fraction)	0.50	0.50
Stage Pockets, Spotlights, Fluorescent Tubes and like apparatus (per tube)	0.40	0.40
Exterior Poles, Wall Packs, Bollards	0.00	20.00
Arc, Mercury, Search and Floodlights	3.50	3.50
Commercial Exterior Luminaires, Parking Lighting (Per Pole)	0.00	10.00
Dimmers, Time Clock, Photo Electric Switch	3.00	3.00
Dimmers, Sensors, GFCI, AFCI, etc.	0.00	4.00
Fuel Dispensing Pumps or Units	10.00	10.00
Feeders and Subfeeders No. 6 AWG or larger & Subpanels	10.00	25.00
Smoke Detectors	0.50	2.00
Exhaust Fans	3.00	5.00
GFCI Receptacles	2.00	4.00

ATTACHMENT "A"
Permit & Inspection Fees & Charges (Proposed Schedule)

PERMIT/INSPECTION FEE DESCRIPTION	CURRENT FEE (\$)	PROPOSED FEE (\$)
Swimming Pool Wiring: Inground Pools	100.00	100.00
Above Ground Pools & Hot Tubs	50.00	50.00
Fire Alarm Panel, Security System	0.00	75.00
Elevator	0.00	50.00
Minimum Plumbing Permit Fee	50.00	50.00
EROSION CONTROL PERMITS		
1 & 2-Family- New Construction	\$150 per lot	\$150 per lot
Subdivision Development (Residential & non-Residential)	\$1,000 + \$20 Per Lot	\$1,000 + \$20 Per Lot
Multi Family, Commercial, Industrial, Institutional (\$5,000 Maximum)	\$500 + \$10 for each 1,000 Sq. Ft. Disturbed area	\$500 + \$10 for each 1,000 Sq. Ft. Disturbed area
Other Filling/Grading Unrelated to Development (\$100 Minimum)	\$5.00 per 1,000 Sq. Ft. Disturbed Area < 1 acre PLUS \$3 per Sq. Ft > 1 acre	\$5.00 per 1,000 Sq. Ft. Disturbed Area < 1 acre PLUS \$3 per Sq. Ft > 1 acre
OTHER MISCELLANEOUS PERMITS & CHARGES		
Wrecking/Razing Permit (up to \$500 maximum fee)	\$50.00 + \$.06 Sq. Ft.	\$50.00 + \$.06 Sq. Ft.
Moving Permit (building moved over Public streets & highways)	\$175.00 + \$.06 Sq. Ft.	\$175.00 + \$.06 Sq. Ft.
Special Inspection or Report (not associated w/ a specific permit)	150.00	150.00
Propane Tank Installation Permit	20.00	20.00
Fire Safety Number (address coordinate plate)	60.00	60.00
House Number Set (plus tax)	25.00	25.00
Special Request Inspection (\$ charge per hour)	150.00	150.00
Re-Inspection (for 3rd Inspection or more)	50.00	50.00
Failure to Call For Inspection	50.00	50.00
DOUBLE Permit Fee for work w/o permit OR work started prior to permit issuance	DOUBLE PERMIT FEE	DOUBLE PERMIT FEE
Technology Fee (added to each permit issued)	0.00	3.00

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 81-2019

**REQUESTING A TEMPORARY EXEMPTION/WAIVER FROM THE STATE
MANDATE UNDER WIS. STATS. 66.10013 REQUIRING A HOUSING
AFFORDABILITY REPORT**

WHEREAS, the State Legislature created Wis. Stats. Chapter 66.10013 requiring the Village of Germantown to prepare an annual report on Germantown's implementation of the housing element in the Village's comprehensive plan (a.k.a. a Housing Affordability Report) by January 1, 2020; and

WHEREAS, said the first annual Housing Affordability Report is required to be available to the public and posted on the Village's website not later than January 1, 2020 with subsequent annual report updates completed and available to the public by January 31 of each year thereafter; and

WHEREAS, on October 4, 2004, the Board of Trustees for the Village of Germantown adopted Ordinance No. 30-04 adopting a comprehensive plan pursuant to the state mandate under Wis. Stats. Chapter 66.1001 entitled "Village of Germantown 2020 Smart Growth Plan"; and

WHEREAS, on July 23, 2019, the Village of Germantown and its consultant, GRAEF, conducted an initial "kick-off" public information meeting as part of an 18-month process to update the Village's 2020 Smart Growth comprehensive plan, including the collection and analysis of pertinent housing data, the update and revision of the Village's goals, policies, objectives and implementation strategies to be included in the Housing Element of the 2050 Comprehensive Plan; and

WHEREAS, Wis. Stats. Chapter 66.10013 requires the Village to collect, compile, map, analyze and forecast a significant amount of data and information in order to prepare the required Housing Affordability Report, including but not limited to: (1) a list of all undeveloped parcels in the municipality that are suitable and zoned for residential development; (2) a list of all undeveloped parcels in the municipality that are suitable but not yet zoned for residential development and/or redevelopment; (3) the availability of public facilities and services for said parcels; (4) an analysis of the Village's development regulations, land use controls, site improvement requirements, fees and land dedication requirements and permit procedures, and an assessment of the financial impact said regulations have on the cost of new residential development; and (5) an analysis of how the Village can modify said development regulations, lot sizes, approval procedures and fees to allow new residential development that will meet forecasted housing demand, and, reduce the time and cost necessary to approve and develop new residential development in the Village by 20 percent; and

WHEREAS, the collection, compilation, mapping, forecasting and analysis of the data necessary to complete the Housing Affordability Report has not yet been nor will it be completed as part of the comprehensive plan update process until after January 1, 2020; and

WHEREAS, without the requisite data and analyses the Community Development Department of the Village of Germantown lacks the time, resources and capacity to complete the Housing Affordability Report required by this mandate by the January 1, 2020, deadline while also fulfilling its regular duties and responsibilities, including the administration and enforcement of the Village's Zoning, Subdivision and other development-related codes and regulations while maintaining an acceptable level of service provided to residents, property owners and other customers of the Village; and

WHEREAS, pursuant to Wis. Stats. Chapter 66.0143, a political subdivision including the Village of Germantown may file a request with the Department of Revenue for a waiver from a state mandate, except for mandates related to health or safety.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Germantown hereby requests an exemption/waiver from the mandate imposed by Wis. Stats. Chapter 66.10013 regarding the preparation and submittal of a Housing Affordability Report as defined therein; and

BE IT RESOLVED that the Board of Trustees affirms that this waiver request is not related to the health or safety of the residents of the Village of Germantown.

Introduced by: _____

Adopted: December 16, 2019

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk

BUSINESS OF THE VILLAGE BOARD GERMANTOWN, WI

MEETING DATE: December 16, 2019

AGENDA ITEM: New Business **[RESOLUTION 80-2019]**

ITEM TITLE: Community Development Department Request for Exemption from State Mandate under Wis. Stats. Chapter 66.10013 Housing Affordability Report (Resolution 80-2019)

SUBMITTED BY: Jeffrey W. Retzlaff, Director, Community Development Department

SUMMARY EXPLANATION:

2017 Wisconsin Act 243 created two new annual reporting mandates that municipalities over 10,000 in population must comply with by January 1, 2020 (initially) and then annually thereafter.

The more challenging reporting mandate requires municipalities to prepare a report on the municipality's implementation of the housing element of its comprehensive plan. The report must contain a voluminous amount of information, both data collection and analysis, as specified under Wis. Stat. 66.10013(2), including:

- a list of all undeveloped parcels in the municipality that are suitable and zoned for residential development;
- a list of all undeveloped parcels in the municipality that are suitable but not yet zoned for residential development and/or redevelopment;
- the availability of public facilities and services for said parcels;
- a financial impact analysis of the Village's development regulations, land use controls, site improvement requirements, fees and land dedication requirements and permit procedures on the cost of new residential development;
- an analysis of how the Village could modify development regulations, lot sizes, approval procedures, fees and/or land dedication requirements to allow new residential development that will meet forecasted housing demand, and, reduce the time and cost necessary to approve new residential development by 20 percent

Because the collection, mapping, forecasting and analysis of the data necessary to complete the Housing Affordability Report is the same or similar to that which will be collected and analyzed as part of the 2050 Comprehensive Plan project, and, because that data and analysis will not be completed as part of the 2050 Plan process until after January 1, 2020, Staff is seeking authorization from the Village Board to submit a "Request for Exemption" from the January 1, 2020 Housing Affordability Report deadline (the unfunded mandate under Wis. Stats. 66.10013).

As specified under Wis. Stats. 66.0143 (Local Appeals for Exemption from State Mandates), the necessary application and supporting documents that must be submitted to request an exemption have been prepared by Staff, including:

- Cover Letter to Wis. Department of Revenue
- Application (Request Form PA-050)
- Village Board Resolution (Res. No. 80-2019) requesting the Mandate Exemption/Waiver

ITEM: Community Development Department Request for Exemption from State
Mandate under Wis. Stats. Chapter 66.10013 Housing Affordability Report
(Resolution 80-2019)

Page 2 of 2

As stated in the Application (Form PA-050), Staff is seeking an exemption/waiver for only a two-year period (until January 1, 2022). However, if granted, the Village should expect the exemption/waiver to be for the entire four-year period as stipulated under Wis. Stats. 66.0143 (there is no provision under 66.0143 for a waiver period less than four years).

The second reporting mandate under Act 243 requires municipalities over 10,000 in population to prepare a report by January 1, 2020, detailing the community's residential development fees. The report must contain information specified under Wis. Stats. 66.10014(2) and then divide the total amount of fees imposed for purposes related to residential construction, remodeling, or development in the prior year by the number of new residential dwelling units approved by the municipality in the prior year. This report must be posted on the municipality's website on a separate page devoted solely to the report and titled "New Housing Fee Report." The municipality must also provide copies of the report to each governing body member. If a residential development fee and the amount of said fee is not properly posted as required, the municipality may not charge the fee. Village Staff will prepare and post the required "New Housing Fee Report" as required on or before January 1, 2020 (no exemption/waiver from this mandate is being requested).

Co-muni code –	☐ Town ☐ Village ☐ City ☐ County	Municipality	County of	
Contact person			Title	
Address				
City			State	Zip
Email			Phone () –	

The following general criteria is used when evaluating local appeals (requests) for exemption from state mandates (sec. 66.0143, Wis. Stats.). Provide the following information. (use additional sheets, if needed)

1. Statute reference (state law) mandate waiver request refers to:

2. Provide a detailed description of the reason for the request.

3. Describe how the waiver will enhance the efficiency and effectiveness of municipal or county operations.

4. Describe what effects, if any, the requested waiver will have on programs or services offered by other municipalities or counties.

5. Provide the reason why this waiver is not related to health or safety.



Community Development Department

Jeffrey W. Retzlaff, AICP, Director
N112 W17001 Mequon Road P.O. Box 337
Germantown, WI 53022-0337
(262) 250-4735 direct line
(262) 253-8255 fax

December 16, 2019

Wisconsin Department of Revenue
Local Government Services Section
P.O. Box 8971, MS 6-97
Madison WI 53708-8971

RE: State Mandate Exemption/Waiver Request;
Wis. Stats. 66.10013 (Housing Affordability Report)

Department of Revenue Staff:

The Village of Germantown is requesting a temporary exemption/waiver from the state mandate under Wis. Stats. 66.10013 that a report on Germantown's implementation of the housing element of our comprehensive plan (i.e. a Housing Affordability Report) be prepared prior to January 1, 2020.

On behalf of the Village Board, I am enclosing the required documentation in support of the Village's exemption/waiver request, including: Exemption/Waiver Request Form PA-050; a Village Board Resolution supporting and authorizing this request (with required attestation that said waiver is not health or safety related); and a copy of the December 16, 2019 staff report & meeting minutes containing additional information regarding this request and the Village Board's action.

Please contact me if there are any questions or concerns regarding this request, or, if any additional information or documentation is needed.

Respectfully,

Jeffrey W. Retzlaff, AICP
Director, Community Development Department
Village Planner & Zoning Administrator

Copies: Steve Kreklow, Village Administrator
Deanna Braunschweig, Village Clerk
Brian Sajdak, Village Attorney

6. Provide a description of alternative actions if the waiver is not granted.

7. Financial Impact:

Year-by-year projection of annual savings (including any capital costs required and how allocated):

Year 1 \$ _____ Year 2 \$ _____ Year 3 \$ _____ Year 4 \$ _____

Estimated 4-year cumulative budgeted program or service savings expected if waiver is granted \$ _____

Total **actual expenditures** incurred in the past year for the program or service to be waived \$ _____

Total **current year budgeted expenditures** for the program or service to be waived \$ _____

Total combined tax levy and non levy (all sources) **current year budget expenditures**. \$ _____

8. List the names of individuals, businesses, organizations, or other entities that expressed support or opposition to the proposed waiver, if any. Include both appearances before your governmental unit and other venues.
(ex: newspaper editorials, letters)

9. Attach the following with the waiver request in the order listed:

- a. Copy of specific resolution/ordinance (signed by head of government and from the governing body (board or council)) requesting a waiver or authorizing the head of government to request a waiver from any state mandate
- b. Formal attestation from the governing body or executive that the waiver is not related to health or safety
- c. Record of public hearing, including any adverse impact on public services offered by other municipalities or counties