

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

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD		
DATE AND TIME:	<u>MONDAY, FEBRUARY 21, 2022</u>	<u>7:00 p.m.</u>	
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road		

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #: 2554 679 6513 Password: 2mQAkqXMc68 which can be accessed by phone at 408-418-9388 or by logging on at

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mdf9feea69e47ed80b29e0a77b91bc7ea>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration.

Previously recorded Village Board Meeting Videos can be viewed at

https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

AGENDA

- 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:
 - A. The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads, to include:
- VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes) Written Public Comments should be directed to comments@germantownwi.gov, by 4 p.m. on Monday, February 21.

VII. CONSENT AGENDA:

A. Approval of Minutes February 7, 2022, Meeting.

B. Accounts payable/payroll:

1.	February 11, 2022	Accounts Payable	\$	101,763.77
2.	February 12, 2022	Accounts Payable	\$	31,412.17
3.	February 15, 2022	Payroll	\$	228,239.70
4.	February 18, 2022	Accounts Payable	\$	186,186.38
5.	February 17, 2022	Tax Refunds	\$	37,188.76

The following items were forwarded from the **General Government and Finance Committee** with a unanimous recommendation:

C. Capital Data – Back Up Architecture.

VIII. UNFINISHED BUSINESS

A. America Rescue Plan - Presentation.

IX. PUBLIC HEARINGS:

A. None.

X. NEW BUSINESS:

A. Germantown Junior Warhawks Facility Usage Agreement.

B. Resolution 09-2022, Establishing 2022 Weights and Measures Device Fee Schedule.

C. Baker Tilly Engagement Agreement for Fiscal Year 2021 -2023 Financial Audit Services.

XI. ADJOURNMENT:

The next regular meeting of the Village Board will be on Monday, March 7, 2022, at 7:00 p.m.

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

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
FEBRUARY 7, 2022**

CALL TO ORDER: The meeting was called to order at 7:07 p.m. by Clerk Braunschweig.

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, Kaminski, J. Miller, R. Miller, Myers, Pieper, and Neureuther. President Wolter attended via Webex. Trustees J. Miller and Hudson attended via Webex. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Ratayczak, Chief Snow, Superintendent Zimmerman, Superintendent Haugen, and Superintendent Anderson, Director Retzlaff, and Associate Planner Zandt.

Motion (Kaminski/Myers) to nominate Tr Baum. as Chair Pro-Tem. Motion carried unanimously.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

No report.

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

There will be a primary on February 15, 2022. Polls will be open from 7 am – 8 pm.

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

None.

CONSENT AGENDA:

- A. Approval of Minutes January 17, 2022 and January 27, 2022, Meeting.
- B. Accounts payable/payroll:
 - 1. January 9, 2022 Payroll \$ 240,824.42
 - 2. January 13, 2022 Tax Refunds \$ 154,558.94
 - 3. January 20, 2022 Tax Refunds \$ 22,172.11
 - 4. January 21, 2022 Accounts Payable \$ 5,924.67
 - 5. January 28, 2022 Accounts Payable \$ 111,973.90
 - 6. January 29, 2022 Accounts Payable \$ 336,601.56
 - 7. February 1, 2022 Payroll \$ 255,965.59
 - 8. February 2, 2022 Accounts Payable \$ 3,075.81
 - 9. February 4, 2022 Accounts Payable \$ 282,382.98
 - 10. February 5, 2022 Accounts Payable \$ 10,688.31

The following items were forwarded from the **Public Works Committee** with a unanimous recommendation:

- C. Starlite Water Tower Buckthorn removal project Phases 3 & 4, in an amount not to exceed \$25,000.
- D. Tar and Mastic Purchase of Crafcro Asphalt Rubber Plus and Crafcro Mastic One, from Sherwin Industries in an amount not to exceed \$30,507.75.
- E. 2022 Center and Edge Line Striping from Washington County in an amount not to exceed \$50,000.

- F. GIS Tree Inventory Project in an amount not to exceed \$22,000.
 - G. Change Order #1 – Install Water Main Booster Station Site, in an amount not to exceed, \$27,000.
 - H. Well #12 Payment, not to exceed \$79,379.81.
- The following items were forwarded from the **General Government and Finance Committee** with a unanimous recommendation:
- I. Fire Department Battalion Chief Salary.

Motion (Myers/R. Miller) to approve consent agenda items, A-I, except G and H. Pieper requested items G and H to be pulled. Roll Call Vote carried unanimously.

- G. **Discussion ensued of the Change Order #1. Director Ratayczak came to the podium. The booster station was planned from day one due to the height of the earth. This is for the auxiliary pump and did not extend into the building because it was previously a high bid. The previous bid was \$41,000, the new quote is \$27,000. The change order is due to a savings and adding to Holy Hill Water Main and Sanitary Sewer contract.**
- H. **Discussion ensued of Well #12, not to exceed \$79,379.81. This is the final payment for the Well. There were three change orders. This is a shallow well. The savings are that there is not radium removal and the pumps.**

Motion (Myers/Neureuther) to approve consent agenda items, G and H. Roll Call Vote carried unanimously.

UNFINISHED BUSINESS:

- A. Resolution 07-2022, Jurisdictional Transfer – County Trunk Highway F (Freistadt Road) & Wausaukee Rd.

Administrator Kreklow gave history and reported on the item. This item was from the December 20, 2021, meeting. The County would take on one mile of Wausaukee Road in exchange for 1.66 miles of Freistadt Road. The previous payment offered was \$615,000; after further discussion the County agreed to the payment as \$691,500. The Village Board would have the control of the design of the Freistadt Road.

Motion (Myers/Kaminski) to approve Resolution 07-2022, Jurisdictional Transfer – County Trunk Highway F (Freistadt Road) & Wausaukee Rd. Once approved by both boards, the transfer is with a change of seasons. The dollars will transfer when the agreement is approved.

Discussion ensued of the development of a recreational trail plan, it was removed from the capital budget. Discussion ensued of the affect to future levy limits. The tax levy with that is transferred. There would be an addition of \$20,000 plus general transportation aids. Discussion ensued of plans for bike paths to Friestadt.

With the recent subdivision there would be possibilities of Grant Funds to connect with parks and schools and designed for families rather than road bikers.

Roll Call Vote carried. Pieper, R. Miller, J. Miller Voted no.

PUBLIC HEARING:

- A. None.

NEW BUSINESS:

- A. Certified Survey Map to reconfigure existing parcel boundaries for the Florian, N111 W18611 Mequon Road and Country Inn & Suites, W188 N11020 Maple Road. Ryan Rahl, agent for Apex Hotel Investments, LLC and Willow View Investments, LLC, property owners.

Director Retzlaff came to the podium and presented information on the item. The existing map was shown. The proposed map was shown. The Plan Commission approved with two conditions of corrections to the Certified Survey Map.

Motion (Myers/R. Miller) to approve Certified Survey Map to reconfigure existing parcel boundaries for the Florian, N111 W18611 Mequon Road and Country Inn & Suites, W188 N11020 Maple Road. Ryan Rahl, agent for Apex Hotel Investments, LLC and Willow View Investments, LLC, property owners. Motion carried unanimously.

- B. Certified Survey Map to modify lot lines for Robert and Rhoda Hoeft, property owners of W199 N11525 Rosewood Avenue and Lot 7 Oakview Avenue in Woodland Manor Subdivision

Associate Planner Zandt came to the podium and presented information on the item. A summary background of the boundary modification was shown. The existing map was shown. The proposed map was shown to move the lot line 50 feet to the West. The zoning district was discussed. The plan commission recommended approval with two conditions.

Motion (Myers/Kaminski) to approve Certified Survey Map to modify lot lines for Robert and Rhoda Hoeft, property owners of W199 N11525 Rosewood Avenue and Lot 7 Oakview Avenue in Woodland Manor Subdivision. Motion carried unanimously.

- C. 08-2022 Resolution Amendment to the Neviasek Planned Development District (Res. No. 19-16), Odyssey Hotel Group, LLC, agent and property owner of the Holiday Inn Express, W177 N9675 Riversbend Lane for 26 room hotel expansion and renovation.

Director Retzlaff came to the podium and presented information on the item. The site location was shown. The site expansion was outlined. The Plan Commission recommended approval. This is an expansion of their rooms and parking. This is for one floor expansion, 26 additional rooms. The fence and placement are subject to presentation to the Plan Commission. The fence includes shrubs, privacy fence. Discussion ensued of the parking and cleaning up of the area. Village Attorney commented to include a requirement to change the easement.

Motion (Myers/R. Miller) to approve 08-2022 Resolution Amendment to the Neviasek Planned Development District (Res. No. 19-16), Odyssey Hotel Group, LLC, agent and property owner of the Holiday Inn Express, W177 N9675 Riversbend Lane for 26 room hotel expansion and renovation including a condition to include a cross access and parking easement to benefit the hotel parcel. Motion carried unanimously.

D. Appointments to the Independence Day Committee.

Village Administrator Kreklow commented that an Independence Day Committee had been created. Working with the chamber and Kiwanis and three trustees volunteered and citizen volunteers. President Wolter nominated Tr. Jan Miller, Tr. Hudson and Tr. Myers as members of the Independence Day Committee.

Motion (R. Miller/Neureuther) to approve the following appointments to the Independence Day Committee: Tr. Jan Miller, Tr. Phil Hudson, Tr. Myers to the Independence Day Committee. Motion carried unanimously.

Motion (R. Miller/Kaminski) to approve the following appointments to the Independence Day Committee: Danielle Shira, Lynn Dohl, and Dawn Roberts. Motion carried unanimously.

One year term to start. Discussion ensued as to Village Staff to be supportive rather than a member. Request the assistance of Kiwanis and Lynn Grgich of the Chamber for guidance and framework.

E. Village Board 2022 Goals.

President Wolter reported on the item. Discussion ensued of possible goals including: employee retention, resident trust, resident communication. Discussion ensued of communication and include constant, consistent communication and a better way to communicate with residents. This would then go to staff and department heads. Communication as a service group and how are we providing this service.

Discussion ensued of the 2050 plan and public meetings for more input. Discussion ensued of the 2050 plan and to have approved by a certain date with communication to the residents. Discussion ensued of June 30th with meeting dates.

Discussion ensued of the goals and the measurability of the goals. Discussion ensued of the measurement of employee retention comparable to last year. The 2050 plan completion is a good goal as it is measurable. Discussion ensued of the measurability of residential trust.

Discussion ensued of communication. Discussion ensued of the newsletter. Discussion ensued of measures of social media traffic, mailing postcards to residents, creating a friendly website and adding details to the 2050 plan. Discussion ensued of surveys throughout the year. Discussion ensued of the including flyers with the water bill. Discussion ensued of channel 25 and that is has not been working well. Discussion ensued of the CRM system.

The Library Board is going through a strategic plan and utilizing Wils and it is very economical to set a five year plan. There was an on-line survey prior to the conversations. The more feedback you get the more information you get. The item will need to come back to the Village Board and to place on the next meeting agenda.

F. Employee Manual.

Motion (Myers/Kaminski) to approve the Employee Manual. Manager Hirn presented the new manual and additional updates and changes are forthcoming. Motion carried unanimously.

G. KOA Hills - Utility Data Conversion.

Administrator Kreklow reported that this is for the utility data conversion and the conversion from the COBOL based system. Pulling data and structuring for the next software system. KOA Hills is recommended by Tyler Munis. The cost is \$40,860 for 200 hours.

Motion (Meyers/Kaminski) to approve KOA Hills for the Utility Data Conversion in an amount not to exceed \$40,860. Roll call vote carried unanimously.

H. 24-hour vehicle use for the Water Utility Foreman position.

Administrator Kreklow reported on the item. This is to include the Water Utility Foreman with 24 hour vehicle use for emergency use. The Village does allow them to take home tools, etc. for emergency situations.

Tr. Baum read an anonymous letter against the foreman taking a vehicle home.

The item came from the Public Works Committee. Discussion ensued of the vehicles going home with the foremen. Discussion ensued of finding information of what other communities are doing.

Discussion ensued of reviewing the policy.

Administrator Kreklow commented on the policy that four superintendents are allowed to take vehicles home. The policy should be a discussion of what your expectation is as far as your emergency response. Administrator Kreklow reported that there is IRS information. There is a policy for disciplinary action if misused.

Motion (Myers/R. Miller) send the item back to public works to find more information and present back to the board. Motion carried unanimously.

- I. Acquisition of N116 W15843 Main Street. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,
- J. Acquisition of Property in the Area of the Intersection of Donges Bay and Wausaukee.Roads for a new Department of Public Works Facility. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,

- K. Director of Public Works retirement agreement. The Village Board May Enter into Closed Session per Wis Stat § 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 then may reconvene into open session to take such action as it deems appropriate; and,
- L. Administrator Performance Objectives. The Village Board May Enter into Closed Session per Wis Stat § 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 then may reconvene into open session to take such action as it deems appropriate.

Motion (Pieper/R. Miller) to Convene into closed session for item I, Acquisition of N116 W15843 Main Street, at 8:50 p.m. and to include the Village Board, Village Administrator, Village Attorney, Director Retzlaff, Associate Planner Zandt, and Director Ratayczak. Roll Call Vote Carried Unanimously.

Motion (Pieper/Kaminski) to Convene into closed session for item J, Acquisition of Property in the Area of the Intersection of Donges Bay and Wausaukee Roads for a new Department of Public Works Facility and to include the Village Board, Village Administrator, Village Attorney, Director Retzlaff, Associate Planner Zandt, and Director Ratayczak. Roll Call Vote Carried Unanimously.

Motion (Pieper/R. Miller) to Convene into closed session for item K, Director of Public Works retirement agreement and to include the Village Board, Village Administrator, and Village Attorney. Roll Call Vote Carried Unanimously.

Motion (Pieper/R. Miller) to Convene into closed session for item L, Administrator Performance Objectives and to include the Village Board and Village Administrator. Roll Call Vote Carried Unanimously.

Motion (Pieper/Kaminski) to convene back into open session at 10:19 p.m. Motion carried unanimously.

Motion (Pieper/Kaminski) to proceed as directed in closed session for Item I, Acquisition of N116 W15843 Main Street. Motion carried unanimously.

Motion (Pieper/R. Miller) to proceed as directed in closed session for Item J., Acquisition of Property in the Area of the Intersection of Donges Bay and Wausaukee Roads for a new Department of Public Works Facility, to authorize the execution of purchase agreements. Roll Call Vote carried. J. Miller voted no.

Motion (Piper/Kaminski) to direct staff to proceed as directed in closed session for item K, Director of Public Works retirement agreement. Voice Vote all ayes. J. Miller, Hudson, and Myers voted no.

Motion (Kaminski/Pieper) to postpone Item L, Administrator Performance Objectives. to the next meeting. Motion carried unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 10:23 p.m.

The next regular meeting of the Village Board will be on Monday, February 21, 2022, at 7:00 p.m.

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

BUSINESS OF THE GERMANTOWN VILLAGE BOARD

MEETING DATE: February 21, 2022
PLACEMENT New Business
ITEM TITLE: Capital Data – Back Up Architecture
SUBMITTED BY: Erin Hirn

SUMMARY EXPLANATION:

Currently Village Hall, the Fire Department, and the Police Department all resort to an outdated and unmanageable backup system to fit the current needs of their departments. We have worked alongside Capital Data, the Police Department, and Fire Department to create a system that will fit the needs of the village while also providing cloud backup and onsite backup. They have also taken into consideration the potential future needs.

ATTACHMENT:

- PowerPoint Presentation
- Quote

RECOMMENDATION:

- Approve IT Backup Project

ACTION BY Committee: Approved by the Government & Finance Committee January 17th, 2022.

Proposal Prepared For:

VILLAGE OF GERMANTOWN

Date: February 17, 2022
Submitted By: Capital Data, Inc.
Matt Cefalu

Backup Pricing:

Consolidated	Price
1 x Dell PowerEdge R750xs Server, 2.8GHz, 8 Cores, 32GB RAM, 48TBu (RAID6), 5 years PSPNBD	\$ 8,220.65
32 instances Veeam Backup - 1 year subscription	\$ 3,456.00
25TB Wasabi Reserved Capacity (1-year Premium Support)	\$ 1,950.00
1 x Windows Server 2019 Standard 16-cores Local Government Open Business	\$ 1,013.21
Capital Data Implementation	\$ 3,360.00
Total	\$ 21,722.47

Year 2> Annual Subscriptions	Price
32 instances Veeam Backup - 1 year subscription	\$ 3,456.00
25TB Wasabi Reserved Capacity (1-year Premium Support)	\$ 1,950.00
Total	\$ 5,406.00

- *Shipping and Tax Not Included.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

Accepted By:

Village of Germantown
As Purchaser

By: _____

Title: _____

Accepted By:

Capital Data Inc.
As Seller

By: _____

Title: _____

capitaldata

Village of Germantown Backup Architecture

Your Partner. Your Solution.

DRIVE INNOVATION **DELIVER RESULTS**



2 x ProLiant DL380 Gen10

- Altaro Backup – license expires on 10/16/2022
- Backing up to same server as live data
 - RISK – if a server, disk or environmental failure occurs, live data and local backups could be lost simultaneously – requiring restore from USB device
- Backup copies to external consumer grade USB device
 - RISK – not intended as a device to constantly write data and has no hardware resiliency (IE, single drive without RAID protection)
- No ransomware protection



2 x ProLiant DL380 Gen10

- Altaro Backup – license expired on 12/17/2021
- Backing up to same server as live data
 - RISK – if a server, disk or environmental failure occurs, live data and local backups could be lost simultaneously – requiring restore from USB device
- Backup copies to external consumer grade USB device
 - RISK – not intended as a device to constantly write data and has no hardware resiliency (IE, single drive without RAID protection)
- No ransomware protection



ProLiant ML110 Gen10

- Altaro Backup – trial license expired on 1/3/2022
 - RISK - backups are no longer occurring
- Backing up to same server as live data
 - RISK – if a server, disk or environmental failure occurs, live data and all backups could be lost simultaneously
- No copy of backups to external device or offsite
- No ransomware protection

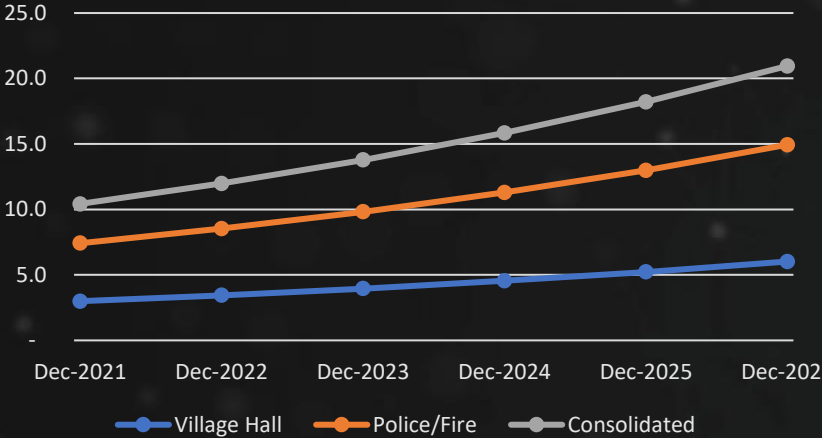


Backup Solution

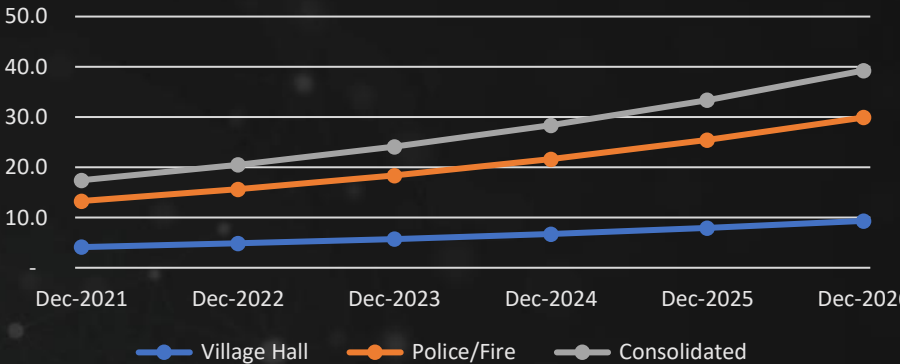
- Dedicated Backup Appliance – protection against failure of live data and backups simultaneously
- Local backups and off-site copy in the Cloud (2-copies of data)
- Ransomware protection with immutable copy of data in Wasabi (tamper proof)
- Enterprise IT best-practice architecture
- No need to swap USB devices – fully automated



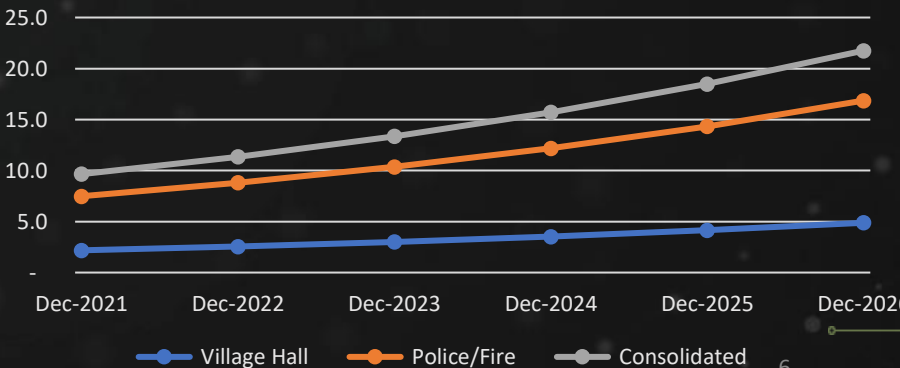
Front-end Data



Veeam Local Repository – 2 weeks retention



Wasabi Cloud Repository – 2 weeks retention



Veeam Backup Server



PowerEdge R750xs

- 1 x Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666
 - Operating System: 2 x 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 3.5in HYB CARR, 1 DWPD
 - 4 x 8GB RDIMM, 3200MT/s, Single Rank
 - Broadcom 5720 Quad Port 1GbE BASE-T Adapter, OCP NIC 3.0
 - 60 Months ProSupport Next Business Day
-
- Village Hall
 - Backup capacity: 12TB usable RAID6 – 5 x 4TB 7.2K RPM SATA 6Gbps 512n 3.5in Hot-plug Hard Drive
 - Police/Fire
 - Backup capacity: 32TB usable RAID6 – 6 x 8TB 7.2K RPM SATA 6Gbps 512e 3.5in Hot-plug Hard Drive
 - Consolidated
 - Backup capacity: 48TB usable RAID6 – 6 x 12TB 7.2K RPM SATA 6Gbps 512e 3.5in Hot-plug Hard Drive



TRUST US TO

PROTECT YOUR BRAND

Village Hall	Price
1 x Dell PowerEdge R750xs Server, 2.8GHz, 8 Cores, 32GB RAM, 12TBu (RAID6), 5 years PSPNBD	\$ 6,291.30
9 instances Veeam Backup - 1 year subscription	\$ 972.00
5TB Wasabi Reserved Capacity (1-year Premium Support)	\$ 390.00
2 x Windows Server 2019 Standard 16-cores Local Government Open Business	\$ 1,013.20
Capital Data Implementation	\$ 3,360.00
Total	\$ 12,026.30

Year 2> Annual Subscriptions	Price
9 instances Veeam Backup - 1 year subscription	\$ 972.00
5TB Wasabi Reserved Capacity (1-year Premium Support)	\$ 390.00
Total	\$ 1,362.00

Police and Fire	Price
1 x Dell PowerEdge R750xs Server, 2.8GHz, 8 Cores, 32GB RAM, 32TBu (RAID6), 5 years PSPNBD	\$ 7,335.71
23 instances Veeam Backup 1-year subscription	\$ 2,484.00
20TB Wasabi Reserved Capacity (1-year Premium Support)	\$ 1,560.00
2 x Windows Server 2019 Standard 16-cores Local Government Open Business	\$ 1,013.20
Capital Data Implementation	\$ 3,360.00
Total	\$ 15,752.91

Year 2> Annual Subscriptions	Price
23 instances Veeam Backup 1-year subscription	\$ 2,484.00
20TB Wasabi Reserved Capacity (1-year Premium Support)	\$ 1,560.00
Total	\$ 4,044.00

Consolidated	Price
1 x Dell PowerEdge R750xs Server, 2.8GHz, 8 Cores, 32GB RAM, 48TBu (RAID6), 5 years PSPNBD	\$ 8,220.65
32 instances Veeam Backup - 1 year subscription	\$ 3,456.00
25TB Wasabi Reserved Capacity (1-year Premium Support)	\$ 1,950.00
1 x Windows Server 2019 Standard 16-cores Local Government Open Business	\$ 1,013.21
Capital Data Implementation	\$ 3,360.00
Total	\$ 21,722.47

Year 2> Annual Subscriptions	Price
32 instances Veeam Backup - 1 year subscription	\$ 3,456.00
25TB Wasabi Reserved Capacity (1-year Premium Support)	\$ 1,950.00
Total	\$ 5,406.00



Germantown Park and Recreation Department
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022-0337

(262) 250-4710 Fax (262) 255-2920
Information Line (262) 250-4711

Meeting Date: January 19, 2022
TO: Park & Recreation Commission
FROM: Gil Standridge, Parks and Recreation Director
RE: Junior Warhawks Field Usage Agreement

For Several years, affiliate agreements have been in place between the Village of Germantown and community youth athletic organizations, including the Germantown Junior Warhawks (formerly Germanton Diamond Club). The Junior Warhawks is no-for profit organization which offers the Sports of Baseball and softball to approximately 300 Germantown youth annually.

In February 2020, following review and recommendation by the Park and Recreation Commission, the Village Board approved a 2-year agreement with the Germantown Junior Warhawks. This agreement expired on December 31st, 2021.

Attached for your review and recommendation is a new 2-year agreement with the GT Junior Warhawks for 2022-2023. This agreement contains the same language as the current agreement, including the provision of an annual lump sum payment of \$3,000. In addition, there remains a provision for payment to the Village for any ball diamond supplies that are used, as well as the requirement to provide a liability insurance policy, and relinquish usage if the Village declares a need.

This agreement has been reviewed by the Village Attorney. Following review and recommendation by the Park and Recreation Commission, this agreement will be sent to the Village Board for approval.

FACILITY USAGE AGREEMENT

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

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

1. **USAGE OF FIELD**: The Village hereby agrees to allow the User to utilize one (1) field at Firemen's Park (Freistadt Field), one (1) field at Kinderberg Park, one (1) field at Haupt Strasse Park, and one (1) field at Friedenfeld Park (see appendix A) for games and practices (the "Premises").
2. **RIGHT OF USAGE**: The village's Parks & Recreation Department shall be responsible for scheduling the various sport fields located at Freistadt Field, Kinderberg Park, Haupt Strasse Park, and Friedenfeld Park, and will have priority in usage of the fields. The user will be allowed non-exclusive use of the fields for baseball and softball games and practices during their season (April – July). The Village reserves the right to close the fields at any time for routine or preventative maintenance, poor or unsafe conditions and/or at other times when deemed in the best interest of the Village. The fields may be utilized by the Village, in its sole discretion, for baseball or softball practices as well as other recreational uses, including without limitation, use by other applicants, associations, or teams.
3. **REPAIRS**: User agrees that any repairs that need to be completed to the Premises resulting from user's use thereof shall be the sole responsibility of the User, provided that Village may, in its sole discretion, choose to complete any repair work on its own and invoice User for the cost thereof. Such invoice shall be paid within 60 days of its issuance.
4. **TERMS**: The term of this agreement is two (2) years and shall commence January 1, 2022 and terminate on December 31, 2023 unless terminated or renewed in accordance with this agreement.
5. **IMPROVEMENTS**: It is understood and agreed that the Premises will be used by the User for games, practices, storage, and related lawful uses. The User may, at its own expense, construct and install improvements and equipment on the Premises to carry out its purposes and use thereof, provided that such work and equipment shall first be approved by the Village. Approvals are required by the Park and Recreation Director, Park and Recreation Commission, Building Inspection and possibly Planning Commission and Village Board depending on project and improvements. Any permanent structures or improvements installed by User shall become property of the Village, while any non permanent improvements shall remain property of the User.
6. **FEES**: User will pay the village a lump sum fee of \$3,000 annually. The fee will be deposited in a non-reverting and non-lapsing fund to be used for preventative and routine maintenance and /or improvements at the Village's discretion. The village will also charge the user for products (i.e., chalk, diamond dry, surface, etc) used for their activity. Routine maintenance shall be performed according to the schedule outlined in Appendix B.
7. **SPONSORSHIP**: The village reserves and retains all naming rights and all rights and privileges for sponsorships, advertising and promotions. In the event that this agreement relates to the scheduling of a

tournament, camp or clinic, the User shall provide the Village with written notice of any event sponsors, including the name of the sponsors and other information that may be requested by the Village. Event sponsorships will be permitted unless such sponsorship conflicts with any other Village Sponsorships.

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

Entered into this ____ day of _____

VILLAGE OF GERMANTOWN

GERMANTOWN JUNIOR WARHAWKS

Village President

President

Village Clerk

Secretary

Parks & Recreation Director

Treasurer

BUSINESS OF THE GENERAL GOVERNMENT & FINANCE COMMITTEE GERMANTOWN, WI

MEETING DATE: February 21, 2022

AGENDA ITEM: New Business Item

ITEM TITLE: 2022 Weights & Measures Resolution

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

SUMMARY EXPLANATION:

Pursuant to a Memorandum of Agreement (MOA) between the Village and the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) regarding DATCP's duties as the "sealer" of weights & measures devices, the Village Board is required to establish an annual fee schedule for all types of weights & measures devices used within the Village.

The original July 1, 2010 MOA is an annual, self-renewing agreement wherein DATCP informs the Village what their cost will be to conduct inspection services over the next year. For 2022, DATCP's cost will be \$5,600 (no change from 2021). The Village is obligated to pay this cost pursuant to the Agreement. In turn, the Village charges a license fee for each device plus a small administrative charge to recover all of DATCP's inspection cost and the Village's administrative cost. As in past years, \$1,300 in administrative costs are reflected in the 2022 budget. DATCP's total cost of \$5,600 plus the Village's administration cost of \$1,300 (for a total of \$6,900) is divided proportionately by the number and type of measuring devices for which a license was issued last year to determine the device-specific license fee that will be charged in the upcoming year. As noted in the license fee schedule attached to the resolution, different devices require a greater amount of inspection time by DATCP and, in turn, are charged a higher fee. Due to changes in the number of devices for some businesses and late fees paid by other businesses, the actual revenue collected every year is usually slightly higher than the \$6,900 amount put into the budget (for example in 2021, total fees collected were \$7,734.91 vs. the \$6,900 budgeted).

Approval of a new resolution is required every year. As is the case every year, the proposed device license fees for 2022 are the same as those charged in 2021 because the number and type of devices used by businesses in the Village changes very little from year to year and the Village's administrative expense has not increased from previous years.

A resolution establishing the "Weights & Measures Device 2022 Fee Schedule" has been prepared and is required to be adopted by the Village Board.

ATTACHMENTS:

- ◆ Draft Resolution w/ the 2022 Weights & Measures Device Fee Schedule

RESOLUTION NO. 09-2022

ESTABLISHING A 2022 FEE SCHEDULE FOR WEIGHTS & MEASURES DEVICES REQUIRED UNDER SECTION 12.26 OF THE MUNICIPAL CODE

WHEREAS, The Village of Germantown and the Wisconsin Department of Agriculture, trade and Consumer Protection (DATCP) entered into a annually-renewing Memorandum of Agreement (dated July 1, 2010) where both agencies agree that DATCP will furnish the services and perform the duties of sealers of weights and measures on an annual basis from July 1 to June 30 required under Chapter 98.04, and, that the Village will pay DATCP an amount necessary to cover the cost of such services no later than May 1 of the current fiscal year; and

WHEREAS, the cost for providing services agreed to as set forth in the Memorandum of Agreement is \$5,600; and

WHEREAS, the Village of Germantown also charges administrative fees totaling \$1,300 per year that are prorated per device to cover expenses incurred by the Village's Community Development Department staff associated with the processing, review and administration of the Village's weights & measures license regulations set forth in Section 12.26; and

WHEREAS, it is required under Section 12.26(7) that the Village Board establish a schedule of fees for each type of weighing and measuring device used for the purpose of computing a charge or payment for service rendered on the basis of weight or measure within the Village of Germantown; and

WHEREAS, on February 21, 2022, the Village's General Government & Finance Committee did review and recommend approval of the proposed Weights & Measures Fee Table set forth in Exhibit 1 attached hereto; and

NOW, THEREFORE, BE IT RESOLVED that the Weights & Measures Device Fee Schedule attached hereto as Exhibit 1 is hereby established for licenses issued in 2022.

Introduced by: _____
Adopted: _____
Vote: Ayes: ____ Nays: ____

Dean Wolter
Village President

Deanna Braunschweig
Village Clerk Treasurer

EXHIBIT 1.**WEIGHTS AND MEASURES DEVICE
2022 FEE SCHEDULE**

Device Type	Inspection Time (hrs) Per Device	# of Devices	Total Time (hrs)	% of Time	Total Cost (\$)	Fee (\$) Per Device
Vehicles Scales	1.5	4	6	4.3%	\$295.50	\$73.88
Small Capacity Scales 0-30#	0.3	54	16.2	11.6%	\$797.86	\$14.78
Large Capacity Scales 31-1000#	0.7	6	4.2	3.0%	\$206.85	\$34.48
Point of sale Scanner Combo	0.4	69	27.6	19.7%	\$1,359.31	\$19.70
Liquid Measuring Device (LMD)	0.3	287	86.1	61.5%	\$4,240.47	\$14.78
Totals		420	140.1	100.0%	\$6,900.00	
Late Fee (per License)	\$100.00					

February 4, 2022

Mr. Steve Kreklow
Village Administrator
Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, Wisconsin 53022

Baker Tilly US, LLP
4807 Innovate Ln; PO Box 7398
Madison, WI 53707-7398
United States of America

T: +1 (608) 249 6622
F: +1 (608) 249 8532

bakertilly.com

Dear Mr. Kreklow:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Village of Germantown (Client, you, your).

Service and Related Report

We will audit the basic financial statements of the Village of Germantown as of and for the year ended December 31, 2021, and the related notes to the financial statements. Upon completion of our audit, we will provide the Village of Germantown with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the Village of Germantown, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

> Combining and Individual Fund Financial Statements

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the Village of Germantown's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Germantown's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

> Management's Discussion and Analysis

Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

- > Budget Comparison Schedules
- > Pension - related schedules

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements; however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information:

- > Transmittal Letter
- > Statistical Section

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the Village of Germantown and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and
- > To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence

Mr. Steve Kreklow
Village of Germantown

February 4, 2022
Page 4

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Village of Germantown complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the Village of Germantown; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Adjusting journal entries and financial statement preparation
- > Preparation of regulatory reports (Public Service Commission, State Report)
- > Accounting assistance (as requested)

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.

Mr. Steve Kreklow
Village of Germantown

February 4, 2022
Page 5

- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

In addition to the audit services discussed above, we will compile the annual Financial Report Form to the Wisconsin Department of Revenue and the Public Service Commission Annual Report. See Addendums A and B attached, which are an integral part of this Engagement Letter.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the Village of Germantown must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the Village of Germantown's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the Village of Germantown hereby authorizes us to do so.

Baker Tilly and the Village of Germantown acknowledge that, at the time of the execution of this Engagement Letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Baker Tilly has restricted its employees from travel and onsite work, whether at a client facility or Baker Tilly facility, to protect the health of both Baker Tilly and its clients' employees. Accordingly, to the extent that any of the services described in this Engagement Letter requires or relies on personnel to travel and/or perform work onsite, then Baker Tilly and the Village of Germantown acknowledge and agree that when the performance of such work depends on physical access to Client's facilities, then such work may be supplanted with alternative procedures, or may be delayed, significantly or indefinitely and/or suspended at Baker Tilly's discretion. Baker Tilly and the Village of Germantown agree to provide the other with prompt written notice in the event any of the onsite services described herein, such as inventory observations and other procedures, will need to be supplanted, rescheduled and/or suspended. Baker Tilly and the Village of Germantown also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Baker Tilly will obtain the Village of Germantown's prior written approval for any increase in the cost of Baker Tilly services that may result from the situation surrounding COVID-19.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Village of Germantown's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Village of Germantown is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Year	Village	Utilities	Totals
2021	\$ 29,900	\$ 12,850	\$ 42,750
2022	31,350	13,450	44,800
2023	32,900	14,125	47,025

The Village audit fees include preparation of the Annual State Report, and the Utilities audit fees include preparation of annual PSC report. Please also refer to Addendum C for additional services. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the Village of Germantown agrees to be responsible for all expenses of collection including related attorneys' fees.

Mr. Steve Kreklow
Village of Germantown

February 4, 2022
Page 7

Certain changes in the Village of Germantown's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote noted above. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new entities, divisions or subsidiaries; the development of new product lines or other significant changes in business operations; substantial modifications to financing arrangements; significant new employment or equity agreements; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

To the extent the services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

Mr. Steve Kreklow
Village of Germantown

February 4, 2022
Page 8

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Village of Germantown, unless otherwise prohibited. In the event we are requested by the Village of Germantown or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Village of Germantown, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the Village of Germantown, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the Village of Germantown with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Mr. Steve Kreklow
Village of Germantown

February 4, 2022
Page 10

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the Village of Germantown will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Village of Germantown violates this nonsolicitation clause, the Village of Germantown agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Mr. Steve Kreklow
Village of Germantown

February 4, 2022
Page 11

This Engagement Letter constitutes the entire agreement between the Village of Germantown and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Village of Germantown's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Amanda Blomberg, the director on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Amanda Blomberg is available at 608 240 2386, or at Amanda.Blomberg@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

A handwritten signature in black ink that reads "Baker Tilly US, LLP". The signature is written in a cursive, flowing style.

Enclosures

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date

ADDENDUM A

We will perform the following services:

1. We will compile, from information you provide, the annual Financial Report Form to the Wisconsin Department of Revenue, for the year ended December 31, 2021. Upon completion of the compilation of the annual Financial Report Form, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the Village of Germantown, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the annual Financial Report Form to you as a result of this engagement.

Our report on the annual Financial Report Form of the Village of Germantown is presently expected to read as follows:

Management is responsible for the 2021 Financial Report Form C for the year ended December 31, 2021 included in the accompanying prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the 2021 financial report form C included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the 2021 Financial Report form C included in the prescribed form.

The Financial Report Form C included in the accompanying prescribed form is presented in accordance with the requirements of the Wisconsin Department of Revenue, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Wisconsin Department of Revenue and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The Village of Germantown's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the Financial Report Form C included in the form prescribed by the Wisconsin Department of Revenue, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the Financial Report Form C, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

ADDENDUM B

We will perform the following services:

2. We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the Germantown Water Utility, an enterprise fund of the Village of Germantown, as of December 31, 2021 and 2020, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2021. Upon completion of the Public Service Commission Annual Report, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the Village of Germantown, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our report on the Public Service Commission Annual Report of the Village of Germantown is presently expected to read as follows:

Management is responsible for the balance sheets of the Germantown Water Utility, an enterprise fund of the Village of Germantown, as of December 31, 2021 and 2020, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2021 included in the accompany prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards of Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the prescribed form.

These financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The Village of Germantown's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin, (ii) designing, implementing and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

ADDENDUM C

Additional services may be provided to the Village of Germantown upon request by the village, such as accounting assistance and water rate study consulting. These services will generally be billed at our standard hourly rates at the time the services are provided. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the additional services.

Current hourly rates are as follows:

Partner	\$ 475
Director	450
Senior Manager	300
Manager	210
Senior Associate	170
Associate	160
Interns/Support	125