

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, October 16, 2023 7:00 PM
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 #:2551 746 8900 Password: **RGfHMePh684** which can be accessed by phone at **408-418-9388** or by clicking the link below: <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=mbac09c1bf900c82b3d4fd86d044402dc>

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 VillageBoard 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. **APPROVAL OF MINUTES:**
 - A. September 18, 2023
 - B. October 2, 2023
- V. **PRESIDENT'S REPORT:**
- VI. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST
COMMITTEE AND DEPARTMENT REPORTS:**
- VII. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
- VIII. **CONSENT AGENDA:**
 - A. Library HVAC Maintenance Agreement
 - B. Pilgrim Road Emergency Water Main Relay
 - C. Water Tower #3 Painting & Logo Update and Recommendation
- IX. **UNFINISHED BUSINESS**
 - A. Recreation Trail and Design for East Donges Bay Road Reconstruction Project
 - B. Review of 2024 Budget without Washington County Funding for Dispatch
 - C. Review Ehlers TID Report by Phil Cosson for TID's 6,7,8,9
 - D. Review of Ehlers Water Rate Report by Jon Cameron

X. PUBLIC HEARINGS:

XI. NEW BUSINESS:

- A. Presentation on Water Utility Cash Flow Analysis
- B. Authorization for We Energies Easement in Townline 9 Parkway for new DPW Facility
- C. Modify Deputy Village Clerk Position from Part-Time to Full-Time
- D. Acquisition of Grosenik Property - N116 W15843 Main Street and W157 N11593 Fon du Lac Avenue. The Village Board May Enter into Closed Session per Wis Statute 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.
- E. Strategy Concerning Acquisition of Properties in the Village's Village Center District (approximately Mequon Road and Pilgrim Road). The Village Board May Enter into Closed Session per Wis Statute 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.
- F. Village Official Performance. The Village Board may go into closed session as per Wis. Stat. § 19.85(1)(f) for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and then may re-enter open session to take such action as it deems appropriate.

XII. ADJOURNMENT:

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Village Clerk at (262)250-4745 at least 2 days prior to the meeting.

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, October 2, 2023 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- 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.*

The Village Board Meeting was called to order at 7:00 PM by Village President Dean Wolter.

II. **ROLL CALL:**

Present: Trustee Jan Miller, Trustee Phil Hudson, Trustee David Baum, Trustee Bill Neureuther, Trustee Rick Miller, Trustee Jolene Pieper, President Dean Wolter

Also Present: Support Service Manager Erin Hirn, Attorney Brian Sadjak, Community Development Director Jeff Retzlaff, and Village Clerk Donna Cox.

Absent: NONE

Excused: Trustee Terri Kaminski, Trustee Dennis Myers

III. **PLEDGE OF ALLEGIANCE:**

IV. **PRESIDENT'S REPORT:**

No report was given.

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

Trustee Rick Miller advised that the Public Works and Highways Commission will meet on October 4th and the General Government and Finance Committee will meet on October 16th.

Trustee Hudson advised the Public Safety Committee will meet on October 4th at 6:30 PM.

- VI. CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

Kevin Nash (Country Aire Dr) spoke regarding the Village Budget, commended the Village's events (such as Oktoberfest), questioned Police Services and Dispatch consolidation.

Steve Wesolowski (Pheasant Run) spoke regarding the land purchase and development of the new sewer utility lift station and the current lift stations. Melanie Smythe (Cedar Lane) spoke regarding Item D 2023 Road Program Change Order #1. Doug Loman (Rivers Bend Circle W) spoke regarding the location of Germantown's Chamber of Commerce.

Scott Hefle (Old Farm Rd) spoke requesting to record the Committee of the Whole Meeting and spoke regarding the Village Budget.

VII. CONSENT AGENDA:

There were no items on the Consent Agenda.

VIII. UNFINISHED BUSINESS

There was no Unfinished Business.

IX. NEW BUSINESS:

Motion: To address Item B first before Item A.

Motion By: Jolene Pieper

Seconded By: Rick Miller

Yes: David Baum, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: None

Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

- B. Original Alcohol Beverage Retail License Application - Ivey's At Main (Change in LLC)

Motion: Approve as presented

Motion By: David Baum

Seconded By: Bill Neureuther

Yes: David Baum, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter

No: None

Abstain: Jolene Pieper

Motion Passed (Yes 6, No 0, Abstained 1)

- A. Hans Dawson, Agent for Moraine Development LLC, Property Owner - W218 N11546 Appleton Avenue. Applications to: (1) Create an Rs-2:Single-Family Residential Planned Development District (Rs-2/PDD) pursuant to Sections 17.15 and 17.27 of the Zoning Code; (2) Rezone from the M-4: Mineral Extraction, A-2: Agricultural, and Rs-2: Single-Family Zoning Districts into the newly created Rs-2/PDD Zoning District; and (3) a Certified Survey Map (CSM) to combine six parcels all for the purpose of restoring and redeveloping the former gravel mining property into a 126.5-acre private conservation area and 15-lot Single-Family residential development.

Community Development Director Jeff Retzlaff requested approval of the RS-2 Single Family Residential PDD, the rezone from the M-4 Mineral Extraction, A-2 Agricultural, and Rs-2 Single Family Zoning Districts into the newly created Rs-2 PDD Zoning District, and approval of the CSM combining six parcels into one. The 126.5 acres was agreed to be a private conservation area instead of a future park area by the Developer/Owner and Park & Recreation Commission with an \$80,000 contribution by the Developer/Owner to do the PDD Overlay.

Developer/Owner Hans Dawson (Sleepy Hollow Rd) spoke to the Board regarding his concerns of not removing the star on the Park & Rec map. Dawson requests to remove the star so it is understood this land would not be considered a future park area and to create certainty to his investment and the future improvements to stabilize the land.

Trustee Pieper expressed her concerns and opposed the proposal due to the potential for lawsuits and harassment, referencing the Village of Richfield and the pit off Scenic Rd, and requests the 126.5 acres be public and not private. Dawson advised that he would be reshaping the land only and not bringing in additional fill. He advised there would be no incentive for him to develop and maintain the land if it were made public.

Trustee Jan Miller questioned the Park & Recreation star map and favors the Hans Dawson proposal with his land improvements.

President Wolter notes that the removal of the Star designation on the property was not on the Agenda for discussion tonight, and that it would go before Parks & Recreation Commission and then Village Board for consideration. Discussion of the financial contributions and specifics of the PDD would need to go before the Plan Commission and then the Village Board for consideration.

Motion 1: Approve the CSM to combine the six parcels into one, as presented

Motion By: David Baum

Seconded By: Jan Miller

Yes: David Baum, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter

No: Jolene Pieper

Abstain: None

Motion Passed (Yes 6, No 1, Abstained 0)

Motion 2: Approve the creation of the RS-2 Zoning District to the PDD, as presented

Motion By: David Baum

Seconded By: Jan Miller

Yes: David Baum, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Dean Wolter

No: Jolene Pieper

Abstain: None

Motion Passed (Yes 6, No 1, Abstained 0)

Motion 3: Approve the rezoning of the RS-2 PDD of the 126.5 acres with the 5 conditions, as presented

Motion By: David Baum

Seconded By: Rick Miller

Yes: David Baum, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: None

Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

C. Renewal of Sun Life Stoploss Contract

Support Services Manager Erin Hirn advised this is an additional insurance the Village carries for additional protection if a claim reaches a certain level.

Motion: Approve as presented

Motion By: Rick Miller

Seconded By: David Baum

Yes: David Baum, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: None

Abstain: None

Motion Passed by Roll Call Vote (Yes 7, No 0, Abstained 0)

D. 2023 Road Program Change Order #1

1) A motion was made by Trustee Baum to approve as presented. Seconded by Trustee Hudson.

2) A motion to amend the original motion was made by Trustee Jan Miller to have the new Village Engineer review and sign the Change Order on October 9th. Seconded by Trustee Neureuther.

3) A motion to amend the amendment was made by Trustee Phil Hudson to strike "Engineer" from the signature portion of the Change Order and reflect "Village Government Representative". Seconded by Trustee Baum.

Action on Motion 3: To Amend the Amendment (To strike "Engineer" from the signature portion of the Change Order and reflect "Village Government Representative").

Yes: David Baum, Phil Hudson, Rick Miller, Jolene Pieper, Dean Wolter

No: Bill Neureuther, Jan Miller

Motion Passed (Yes 5, No 2, Abstained 0)

Action on Motion 2: To Amend, as Amended.

Yes: David Baum, Phil Hudson, Rick Miller, Jolene Pieper, Dean Wolter

No: Bill Neureuther, Jan Miller

Motion Passed (Yes 5, No 2, Abstained 0)

Action on Motion 1: To Approve as Amended (To approve the Road Program Change Order #1 as presented, with the amendment of replacing "Engineer" to "Village Government Representative" in the signature line)

Yes: David Baum, Phil Hudson, Rick Miller, Jolene Pieper, Dean Wolter

No: Bill Neureuther, Jan Miller

Motion Passed By Roll Call Vote (Yes 5, No 2, Abstained 0)

E. Agreement between the Village of Germantown and the Germantown Municipal Employees Union Local 730 an Affiliate of the Labor Association of Wisconsin, Inc. The Village Board may go into closed session as 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 re-enter open session to take such action as it deems appropriate.

Motion: To Enter Closed Session on Item E at 8:30 PM.

Motion By: Jolene Pieper

Seconded By: David Baum

Yes: David Baum, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: None

Abstain: None

Motion Passed by Roll Call Vote (Yes 7, No 0, Abstained 0)

Closed Session was also attended by Attorney Sadjak and Support Services Manager Erin Hirn.

Motion: Reconvene Into Open Session at 9:48 PM

Motion By: Jolene Pieper

Seconded By: David Baum

Yes: David Baum, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: None

Abstain: None

Motion Passed by Roll Call Vote (Yes 7, No 0, Abstained 0)

Motion: To Direct Staff to Proceed as Discussed in Closed Session on Item E.

Motion By: Jolene Pieper

Seconded By: Rick Miller

Yes: David Baum, Phil Hudson, Rick Miller, Jolene Pieper, Dean Wolter

No: Bill Neureuther, Jan Miller

Abstain: None

Motion Passed (Yes 5, No 2, Abstained 0)

F. Village Official Performance. The Village Board may go into closed session as per Wis. Stat. § 19.85(1)(f) for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and then may re-enter open session to take such action as it deems appropriate.

Motion: To Enter Closed Session on Item F at 8:20 PM.

Motion By: Jolene Pieper

Seconded By: David Baum

Yes: David Baum, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: None

Abstain: None

Motion Passed by Roll Call Vote (Yes 7, No 0, Abstained 0)

Closed Session was also attended by Attorney Sadjak and Support Services Manager Erin Hirn.

Motion: Reconvene Into Open Session at 9:48 PM

Motion By: Jolene Pieper

Seconded By: David Baum

Yes: David Baum, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper, Dean Wolter

No: None

Abstain: None

Motion Passed by Roll Call Vote (Yes 7, No 0, Abstained 0)

The Village Board took no action on Item F in Open Session.

X. ADJOURNMENT:

The Village Board Meeting was adjourned at 9:50 PM.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Action Item

ITEM TITLE: Library HVAC Maintenance Agreement

SUBMITTED BY: Scott Anderson, Superintendent

SUMMARY EXPLANATION:

In the fall of 2020, Germantown entered a preventative maintenance agreement with Johnson Controls to maintain the Library's HVAC system. Prior to the agreement, maintenance was performed by two separate contractors, which often led to inefficiencies in achieving problem resolution. Since the agreement, there have been noticeable improvements in the semi-annual maintenance being performed, and an increase in the timeliness of problem resolution when issues arise. When bringing this agreement forward in 2020, staff only recommended Johnson Controls, who was the original installer of the HVAC operating system, Metasys. While Johnson Controls has done an excellent job, PremiStar has offered a second proposal for our review. PremiStar, who recently completed the air conditioning project, has proven their mechanical abilities, but more specifically, their ability to maintain the operation of Metasys. The agreement covers routine inspection and general maintenance of all the major components of the HVAC system. The agreement also covers routine review and adjustment of the operating system, Metasys. Please be aware that the agreement is related to preventive maintenance only and will not cover costs outside of what is outlined as part of the agreement. Any maintenance that is not considered preventive would be billed separately. By entering this agreement, the village does also realize a cost savings of 10% in our hourly "street rate" for work necessary outside of the agreement.

Johnson Controls: \$24,752.00 (over the life of the 3-year agreement). Yr#1 \$8008.00, Yr#2 \$8248.00 Yr#3 \$8496.00

PremiStar: \$24,660.00 (over the life of the 3-year agreement). Yr#1 \$7920.00, Yr#2 \$8244.00 Yr#3 \$8496.00

ATTACHMENT:

1. Germantown Library HVAC BAS Controls 2023-2026

RECOMMENDATION:

Staff recommends continuing a 3-year maintenance agreement with Johnson Controls to perform all necessary preventive HVAC maintenance at the library and to forward this request to the Village Board with a positive recommendation. If approved, the funds shall be allocated annually from 10-519-530-5251.

ACTION BY Committee:

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.

Johnson Controls planned service proposal

Prepared for GERMANTOWN COMMUNITY LIBRARY

Customer
GERMANTOWN COMMUNITY LIBRARY

Local Johnson Controls Office
12000 W WIRTH ST STE 102
WAUWATOSA, WI 53222-2114

Agreement Start Date:
01/01/2024

Proposal Date
09/19/2023

Estimate No:
1-1NMWPGFF – HVAC/BAS Controls



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for GERMANTOWN COMMUNITY LIBRARY

Dear Scott Anderson,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 01/01/2024 and ending 12/31/2026.
- The agreement price for first year is \$8,008.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

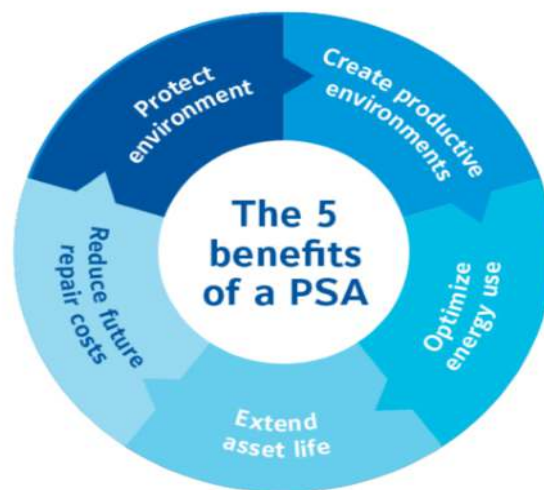
James Pals
Service Manager
(866) 825-8865

The power behind your mission

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind your mission

Planned Service Agreement

Customer Name : GERMANTOWN COMMUNITY LIBRARY
Address: N112W16957 MEQUON RD GERMANTOWN,WI 53022-3210
Proposal Date: 09/19/2023
Estimate #: 1-1NMWPGFF – HVAC / BAS Controls

Scope of Service

Johnson Controls, Inc. (“JCI”) and the Customer (collectively the “Parties”) agree Preventative Maintenance Services, as defined in Schedule A (“Services”), will be provided by JCI at the Customer’s facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the “Agreement”), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term

This Agreement takes effect on 01/01/2024 and will continue until 12/31/2026 (“Original Term”). Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$8,008.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due Net 30. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location: VILLAGE OF GERMANTOWN
P O BOX 337
GERMANTOWN,WI 53022

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- ☐ No: This signed contract satisfies requirement
- ☐ YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

- ☐ YES: E-mail address to be used :
- ☐ No: Please submit invoices via mail
- ☐ No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager: Laura Cross	Customer Manager:
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JCI Manager Signature: 	Customer Manager Signature:
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Title:	Date:	Title:	Date:
HVAC TB Service Manager	10/12/2023		

JCI Branch: JOHNSON CONTROLS MILWAUKEE WI CB - 0N03	
Address:12000 W WIRTH ST STE 102	
WAUWATOSA,WI 53222-2114	
Branch Phone:(866) 825-8865	
Branch Email:	

Schedule A - Equipment List

GERMANTOWN COMMUNITY LIBRARY

**N112W16957 MEQUON RD
GERMANTOWN, WI 53022-3210**

Product: Air Handling Unit (AHU), Mixed Air, 15-30 HP

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Operational
- 1 Belt Change
- 1 Comprehensive

Customer Tag

AHU Mixed Air 1

Manufacturer

Carrier

Model

39THLLXCA-C-CGJ-AA

Serial

3601F10007

Product: Air Handling Unit (AHU), Mixed Air, 35-60 HP

Quantity: 1

Coverage Level: Basic

Services Provided

- 1 Operational
- 1 Comprehensive
- 1 Belt Change

Customer Tag

AHU Mixed Air 2

Manufacturer

Carrier

Model

39TBSFVC-AC-CHJ-AA

Serial

3601F10021

Product: Air Handling Unit (AHU), Return Air, 15-30 HP

Quantity: 2

Coverage Level: Basic

Services Provided

- 1 Operational
- 1 Comprehensive
- 1 Belt Change

Customer Tag

AHU Return Air 1

AHU Return Air 2

Manufacturer

Model

Serial

Product: Boiler, Gas-Fired, Fire Tube, <50 HP

Quantity: 2

Coverage Level: Basic

Services Provided

- 1 Operational
- 1 Comprehensive

Customer Tag

Boiler I013356

Boiler I013357

Manufacturer

Lochinvar Corporation

Lochinvar Corporation

Model

CHN751

CHN751

Serial

I013356

I013357

Product: BAS – Controls Visits			
Quantity: 1		Services Provided 4 visits at 4 hours each to review BAS Controls System - Preventive Maintenance	
Coverage Level: Basic			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Metasys Controls SSVs			
Product: Pump, Circulating, 0-10 HP			
Quantity: 2		Services Provided 1 Operational	
Coverage Level: Basic			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Pump 1 - System Pump Pump 2 - System Pump			
Product: Pump, Hot Water, 0-10 HP			
Quantity: 2		Services Provided 1 Operational	
Coverage Level: Basic			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Pump 1 Hot Water - Boiler Pumps Pump 2 Hot Water - Boiler Pumps			
Product: Condensing Unit, Air Cooled, Scroll, 61-100 Tons			
Quantity: 1		Services Provided 1 Operational 1 Comprehensive 1 Condenser Coil Cleaning	
Coverage Level: Basic			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>
Product: Condensing Unit, Air Cooled, Scroll, 10-40 Tons			
Quantity: 1		Services Provided 1 Operational 1 Comprehensive 1 Condenser Coil Cleaning	
Coverage Level: Basic			
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Equipment tasking

Air Handling Unit (AHU), Mixed Air, 15-30 HP

Belt Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Visually inspect damper(s) Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check for unusual noise and vibration Check for deterioration of gaskets and seals Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Check starter/contactors Check and tighten electrical connections Check damper operation and lubricate as required Visually check control valve(s) Lubricate blower and motor bearings Clean condensate pan and clear drain line Check condition of blower assembly Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect motor mounting isolators Check for integrity of cabinet hardware Visually inspect damper(s) Verify damper operation Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check condensate drain Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Mixed Air, 35-60 HP

Belt Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Comprehensive	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Visually inspect damper(s) Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check for unusual noise and vibration Check for deterioration of gaskets and seals Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Check starter/contactors Check and tighten electrical connections Check damper operation and lubricate as required Visually check control valve(s) Lubricate blower and motor bearings Clean condensate pan and clear drain line Check condition of blower assembly Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Inspect motor mounting isolators Check for integrity of cabinet hardware Visually inspect damper(s) Verify damper operation Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check condensate drain Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Return Air, 15-30 HP

Belt Change	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity
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Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Visually inspect damper(s)
 Check condition of pulleys and belts
 Check for proper fan operation
 Check condition of coils
 Check condition of filters
 Record temperatures and pressures (if applicable)
 Check for unusual noise and vibration
 Check for deterioration of gaskets and seals
 Check overall condition of unit
 Visually inspect for fluid leaks of coils and connecting piping
 Check starter/contactors
 Check and tighten electrical connections
 Check damper operation and lubricate as required
 Visually check control valve(s)
 Lubricate blower and motor bearings
 Clean condensate pan and clear drain line
 Check condition of blower assembly
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Inspect motor mounting isolators
 Check for integrity of cabinet hardware
 Visually inspect damper(s)
 Verify damper operation
 Check condition of pulleys and belts
 Check for proper fan operation
 Check condition of coils
 Check condition of filters
 Record temperatures and pressures (if applicable)
 Check condensate drain
 Visually inspect electrical connections
 Check for unusual noise and vibration
 Check overall condition of unit
 Visually inspect for fluid leaks of coils and connecting piping
 Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, Fire Tube, <50 HP

Operational

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Blow down boiler
 Check for proper operation of low and high gas pressure cut-out switches
 Check factory supplied gas piping and components for leakage
 Check burner for proper sequence of operation
 Check flame quality
 Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
 Check boiler relief valves for leakage
 Verify proper operation of low water cut-out control
 Check combustion blower motor operation

Check hot water/steam temperature and pressure
 Check proper operation of make-up water valve
 Check overall condition of unit
 Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Inspect burner contactors for wear
 Check and tighten electrical connections
 Check for proper gas supply pressure
 Check and clean pilot assembly
 Clean combustion fan wheel
 Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 Check burner for proper sequence of operation
 Check operating controls
 Check all safety controls
 Lift relief valve to ensure proper operation
 Check boiler relief valves for leakage
 Check combustion blower motor operation and lubricate as needed
 Check factory supplied gas piping and components for leakage
 Drain boiler, open hand hole covers and clean as needed (if applicable)
 Disassemble and clean low water cut-out
 Fill boiler and check for proper operation of make-up water valve
 Verify proper operation of low water cut-out control
 Check overall condition of unit
 Record and log all operating parameters (including pressures and temperatures)
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Condensing Unit, Air Cooled, Scroll, 10-40 Tons

Condenser Coil Cleaning

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Spray coil(s) with chemical solution
 Rinse coil(s) thoroughly with water
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories
 Check refrigerant charge (sight glass)
 Check for proper crank case heater operation (if applicable)
 Check for visual signs of refrigerant/oil leak(s)
 Check for proper condenser fan operation
 Check for unusual noise and vibration
 Check overall condition of unit
 Record and log all operating parameters
 Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies

Review control panel for proper operation and recorded fault histories
 Check for visual signs of refrigerant/oil leak(s)
 Conduct refrigerant leak check
 Check for proper crank case heater operation (if applicable)
 Perform lock-out and tag-out procedure
 Inspect condenser fan and compressor contactors for wear
 Check and tighten electrical connections
 Check for unusual noise and vibration
 Check overall condition of unit
 Record and log all operating parameters
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Condensing Unit, Air Cooled, Scroll, 61-100 Tons

Condenser Coil Cleaning

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Spray coil(s) with chemical solution
 Rinse coil(s) thoroughly with water
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories
 Check refrigerant charge (sight glass)
 Check for proper crank case heater operation (if applicable)
 Check for visual signs of refrigerant/oil leak(s)
 Check for proper condenser fan operation
 Check for unusual noise and vibration
 Check overall condition of unit
 Record and log all operating parameters
 Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories
 Check for visual signs of refrigerant/oil leak(s)
 Conduct refrigerant leak check
 Check for proper crank case heater operation (if applicable)
 Perform lock-out and tag-out procedure
 Inspect condenser fan and compressor contactors for wear
 Check and tighten electrical connections
 Check for unusual noise and vibration
 Check overall condition of unit
 Record and log all operating parameters
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Circulating, 0-10 HP

Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
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Pump, Hot Water, 0-10 HP

Operational	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
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Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
01/01/2024 – 12/31/2024 Year 1	\$8,008.00	Annually
01/01/2025 – 12/31/2025 Year 2	\$8,248.00	Annually
01/01/2026 – 12/31/2026 Year 3	\$8,496.00	Annually

Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

Labor Discount: 10%

TERMS AND CONDITIONS
DEFINITIONS (REV 4/22)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor

the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend,

discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance

carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI.
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to

Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. Privacy.

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy

Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

5. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.
8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.
9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.
3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no

signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI,

or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Action Item

ITEM TITLE: Pilgrim Road Emergency Water Main Relay

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

A water main break occurred on Friday August 4th near an electrical transformer, a 500KW substation electrical transmission line, an electrical utility pole anchor and two communication pedestals. To prevent the collapse of these electrical facilities and the loss of large volumes of water, the 16" transmission main was shut off. We weighed the options for repair and determined the best approach was a mini relay. The main has been installed and was put back into service on August 29th. Attached are the material and labor costs totaling \$150,650.02.

ATTACHMENT:

1. Pilgrim Rd water main relay
2. Pilgrim Road - Plan B - Pipe layout
3. Pilgrim Road Repair Invoices

RECOMMENDATION:

Staff recommends the approval of payment of 4 invoices totaling \$150,650.02 and to forward this request to the Village Board with a positive recommendation. If approved, the amount shall be funded from asset account #50-180-183-3430.

ACTION BY Committee:

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.

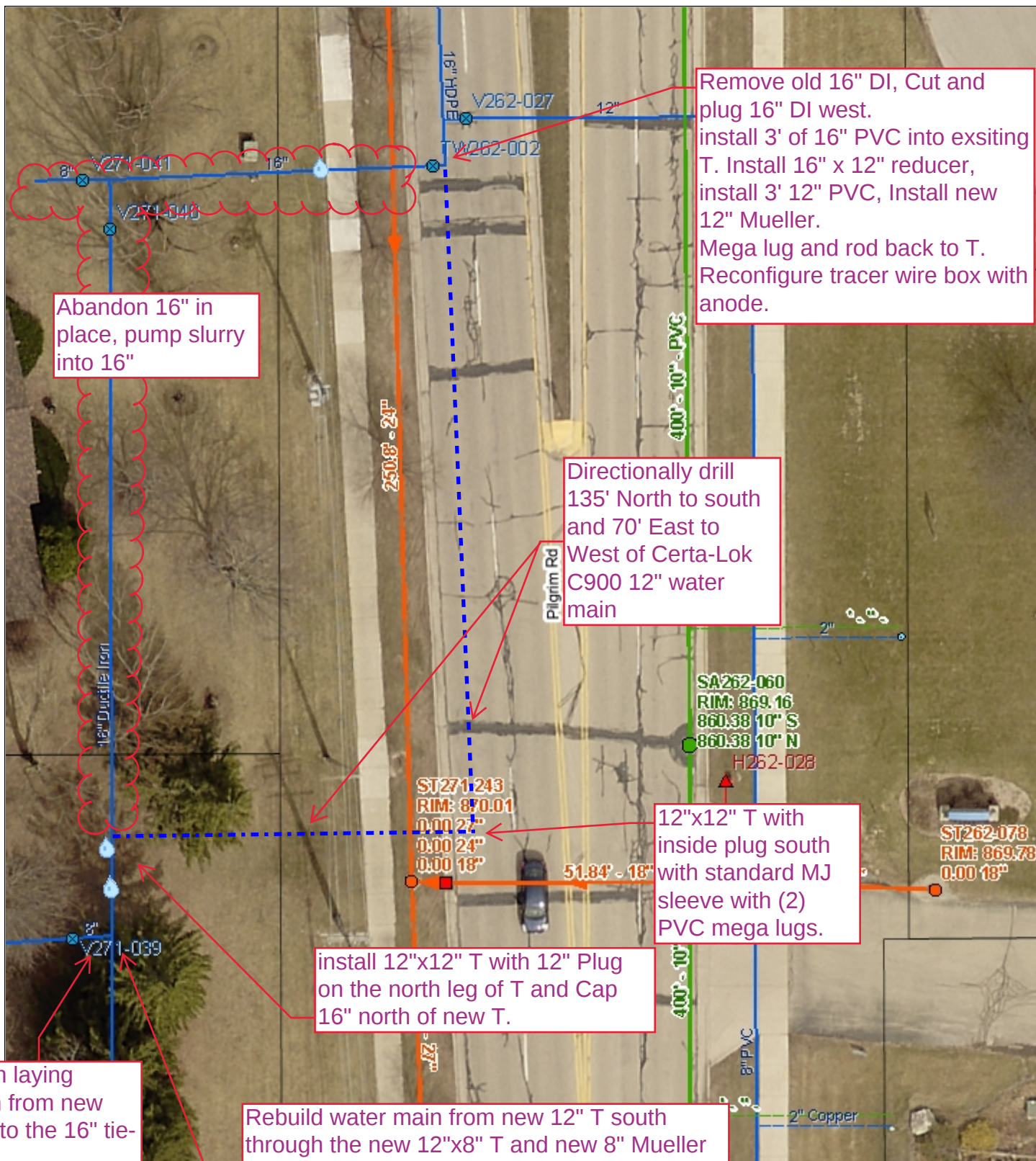












DISCLAIMER:

This map is not a survey of the depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

SCALE: 1 = 38'

Print Date: 8/4/2023

16745 W. BLUEMOUND RD
BROOKFIELD, WI 53005-5938
(262) 781-1000 phone
(262)781-8466 fax



VILLAGE OF GERMANTOWN, WI
N112 W17001 MEQUON ROAD
P.O. BOX 337
GERMANTOWN, WI 53022-0337

September 19, 2023
Project No: 2235621
Invoice No: 176091
Invoice Total: **\$4,255.69**
Date Due: October, 19, 2023

Project 2235621 2023 Germantown General Engineering

Professional Services for the Period: August 1, 2023 to August 31, 2023

Phase 003 Watermain emergency drill on Pilgrim

Professional Personnel

	Hours	Rate	Amount
Engineering Tech II	41.50	101.00	4,191.50
Totals	41.50		4,191.50
Total Labor			4,191.50

Reimbursable Expenses

Mileage	64.19
Total Reimbursables	64.19

Phase Total - \$4,255.69

Total Due This Invoice - \$4,255.69

Invoices are due within 30 days, 1% interest per month after 30 days

Call your PM, Troy Hartjes, if you have any questions.

VENDOR #
ACCT. # 50-180-183-3430 PH
DISC. #
APPROVAL _____

September 12, 2023

Village of Germantown
N122W17177 Fond du Lac Ave.
Germantown, WI 53022

Attn: Paul Haugen

Re: Pilgrim Rd. & Mequon Rd.
DFT #2253-85

The following is our billing for a water main repair, per your direction, at the above referenced location.

LABOR & EQUIPMENT:

186.0 Hrs.	Foreman/Operator	\$105.00	\$19,530.00
46.5 Hrs.	Foreman/Operator Premium Time	40.00	1,860.00
96.5 Hrs.	Laborer	97.00	9,360.50
18.0 Hrs.	Laborer Premium Time	39.00	702.00
78.5 Hrs.	Pickup Truck w/Misc. Hand Tools	60.00	4,710.00
40.5 Hrs.	Truck (Quad)	70.00	2,835.00
3.0 Days	50KW Generator	200.00	600.00
19.0 Hrs.	3" Electric Pump & Hoses	25.00	475.00
62.0 Hrs.	OSHA Repair Shield	35.00	2,170.00
21.0 Hrs.	Skidsteer	50.00	1,050.00
1.0 Hrs.	Mini Excavator	90.00	90.00
39.5 Hrs.	Backhoe (30,000#)	110.00	4,345.00
17.5 Hrs.	Backhoe (70,000#)	140.00	2,450.00
10.0 EA	Equipment Moves	350.00	3,500.00
	Total Labor & Equipment		<u>\$53,677.50</u>

MATERIALS & SUBCONTRACTORS:

1 LS	Fuel	\$3,535.89	\$3,535.89
1 LS	Saw Cutting	540.00	540.00
1 LS	Stone	2,378.59	2,378.59
1 LS	Dump Fees	767.84	767.84
1 LS	Trucking	212.40	212.40
1 LS	Slurry	10,425.56	10,425.56
1 LS	Pipe & Fittings	104.15	104.15
1 LS	Water Testing	28.80	28.80
1 LS	Elastizell - Flowable Fill	3,900.00	3,900.00
	Total Materials		<u>\$21,893.24</u>

TOTAL AMOUNT DUE

\$75,570.74

Please let me know if you have any questions regarding the information provided above.

Sincerely,
D.F. TOMASINI CONTRACTORS, INC.

Michael D. Benish
Mike Benish
President

50-180-183-3480



FERGUSON WATERWORKS #1476
PO BOX 802817
CHICAGO, IL 60680-2817

Deliver To:
From: Erik Lewis
Comments:

Please Contact With Questions:
920-731-3252

Invoice Number	Customer	Page
0395570	2164	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 34823.59

FERGUSON WATERWORKS #1476
PO BOX 802817
CHICAGO, IL 60680-2817

Sold To:

VILLAGE OF GERMANTOWN
WATER DEPARTMENT
N122 W17177 FOND DU LAC AVE
PO BOX 337

Ship To:

VILLAGE OF GERMANTOWN
WATER DEPARTMENT
N122 W17177 FOND DU LAC AVE
PO BOX 337

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1479	1479	WIE	PILGRIM ROAD PLAN B	JD	PILGRIM	08/15/2023	20938
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
			Plan B				
220	180	N3KE12002020100	12 DR18 C900 RJIB CERTALOK PIPE BLU	65.960	FT	11872.80	
20	0	DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	49.000	FT	0.00	
2	2	DMJRLA1612	DOM 16X12 MJ C153 RED L/A	707.000	EA	1414.00	
1	1	DMJLSLA12	DOM 12X12 MJ C153 LONG SLV L/A	390.000	EA	390.00	
2	2	DMJTLA12	DOM 12 MJ C153 TEE L/A	799.000	EA	1598.00	
1	1	DMJSTLA12X	DOM 12X8 MJ C153 SWVL TEE L/A	736.000	EA	736.00	
2	2	DMJSP12	DOM 12 MJ C153 SLD PLUG	235.000	EA	470.00	
1	1	TTX3098400000000	8 TX3 EXT RANGE TRANS COUP	350.000	EA	350.00	
16	16	E2012PV	12 MEGALUG F/ C900/IPS PVC	125.000	EA	2000.00	
3	3	E2008PV	8 MEGALUG F/ C900/IPS PVC	62.000	EA	186.00	
4	4	MJGA16	16 MJ GSKT	13.000	EA	52.00	
16	16	MJGA12	12 MJ GSKT	7.000	EA	112.00	
2	2	MJGAX	8 MJ GSKT	5.000	EA	10.00	
1	1	E2016PV	16 MEGALUG F/ C905 PVC	253.000	EA	253.00	
3	3	E111600	16 MEGALUG F/ DI	202.000	EA	606.00	
3	3	MA23622312OL	12 MJ RW OL C509 GATE VLV FULL DI	3400.000	EA	10200.00	
1	1	MA236223XOL	8 MJ RW OL C509 GATE VLV FULL DI	1762.000	EA	1762.00	
4	4	ADA70001	VLV BX ADPT FITS #6 BSE	100.000	EA	400.00	
4	4	DVBLDMWW	5-1/4 DROP VLV BX LID - MWW	34.700	EA	138.80	
4	4	DVBST26	26 SC VLV BX TOP SECT DOM	124.000	EA	496.00	
4	4	T6860B6	6 BX BSE 6860 DOM	105.000	EA	420.00	
4	4	T686036B	36 VLV BX BTM 6860 L/ BSE DOM	115.000	EA	460.00	
1	1	PPTANODE12	18-1/2 MAG ANO ROD 12GA WI	56.990	EA	56.99	

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



<i>Invoice Number</i>	<i>Customer</i>	<i>Page</i>
0395570	2164	2

<i>Ordered</i>	<i>Shipped</i>	<i>Item Number</i>	<i>Description</i>	<i>Unit Price</i>	<i>UM</i>	<i>Amount</i>
48	48	PSMJBTHBNFR	3/4X4-1/2 MJ BLUE T-HEAD B&N	4.500	EA	216.00
156	156	PSMJBTHBNFP	3/4X4 MJ BLUE T-HEAD B&N	4.000	EA	624.00
<i>Invoice Sub-Total</i>						34823.59
<i>Tax</i>						0.00
<i>Total Amt</i>						34823.59

<i>TOTAL DUE ----></i>	34823.59
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ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
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BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Action Item

ITEM TITLE: Water Tower #3 Painting & Logo Update and Recommendation

SUBMITTED BY: Paul Haugen, Water Superintendent

SUMMARY EXPLANATION:

As we build the Water Tower #3 specifications for rehab, we are seeking to verify the 'look' and 'general color scheme' that we'll use for the bid documents. Attached is the rendering for Tower #3 with the color and logo to match the new Tower #4 at Gateway Crossing. The logo position is shown as East and West.

An entire separate submittal package will be provided by the Tower 3 coatings contractor a month or two after the contract has been awarded that will identify the actual letter/stripe heights (based on Tower 3's actual dimensions) for review and final approval.

ATTACHMENT:

1. Water Tower 3 - Logo & Colors

RECOMMENDATION:

Staff is seeking your verification of the color and logo design as it is presented to match Tower #4.

ACTION BY Committee:

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.



Colors

	Confident Yellow SW 6911		Network Gray SW 7073		Real Red SW 6868		Black Magic SW 6991
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BASE IMAGE CREATED BY:
LAKE AREA SIGN CO, LLC (LAS)

Tank dimensions need to be
verified before ordering pattern

'GERMANTOWN' ON TWO (2) SIDES
ORIENTATION T.B.D. BY VILLAGE



BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Action Item

ITEM TITLE: Recreation Trail and Design for East Donges Bay Road
Reconstruction Project

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Donges Bay Final Design 231016
2. 231016 Donges Bay Road Bike Trail
3. Ex. A - 2050 Final Comprehensive Plan (2022-11-23) p157

RECOMMENDATION:

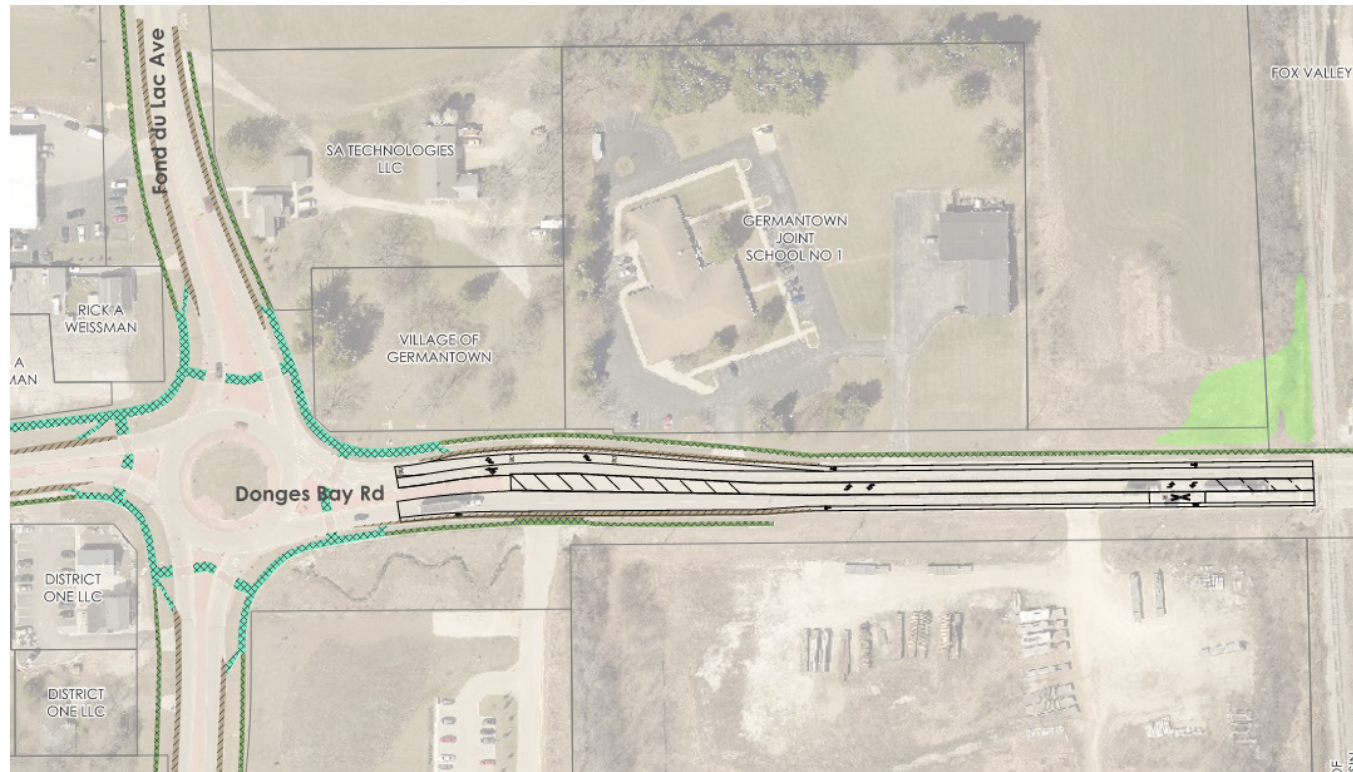
ACTION BY Committee:

Donges Bay Final Design

GRAEF

OCTOBER 16, 2023

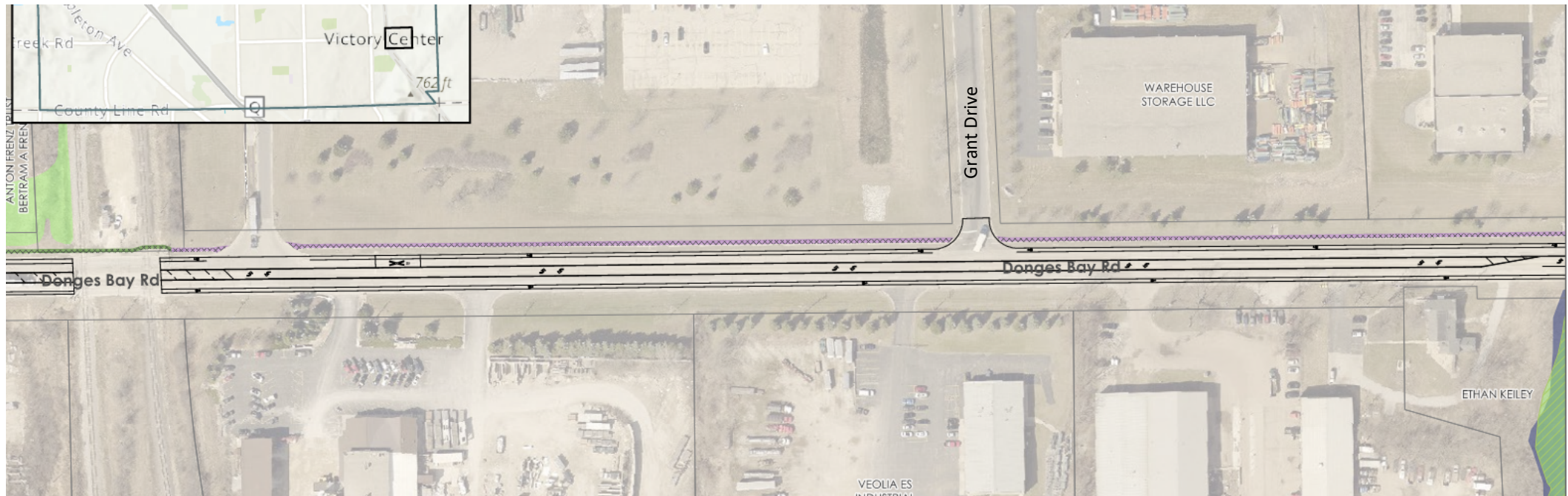
Project Overview – Mill & Overlay



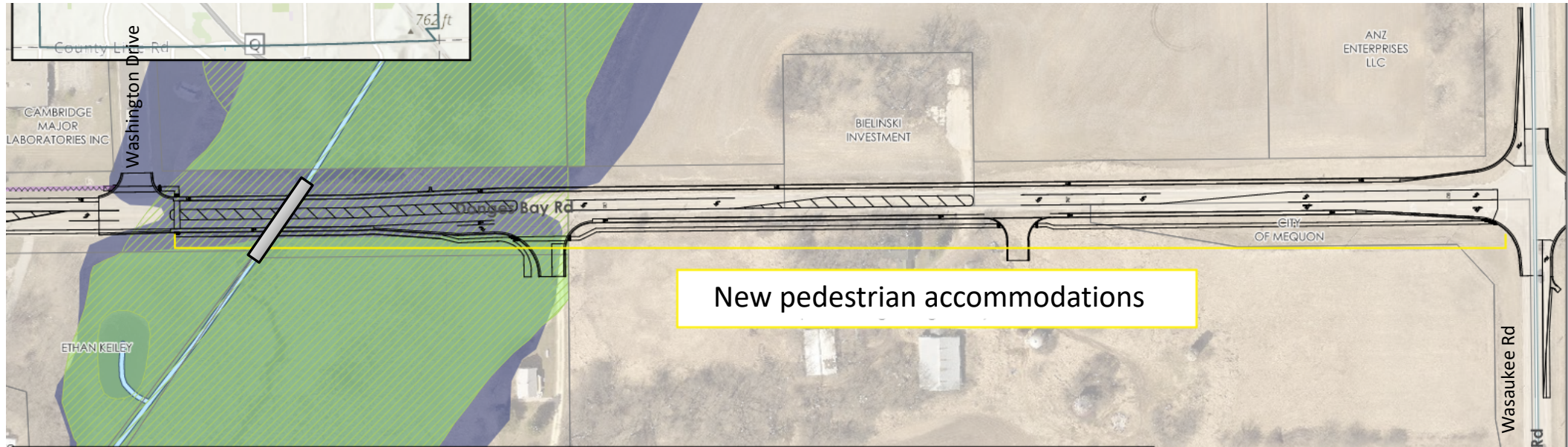
Fond du Lac Ave Roundabout to Washington Drive:

- Converting from 4-lane to 3-lane facility
 - Mill, overlay and pavement marking
 - 1 travel lane in each direction
 - Center lane is Two-Way-Left-Turn-Lane (TWLTL)
- On-street bike lanes of 5-ft (7-ft to face of curb) in both directions
- Pedestrian accommodations on north side with concrete sidewalk (5 to 6-ft wide)

Project Overview – Mill & Overlay



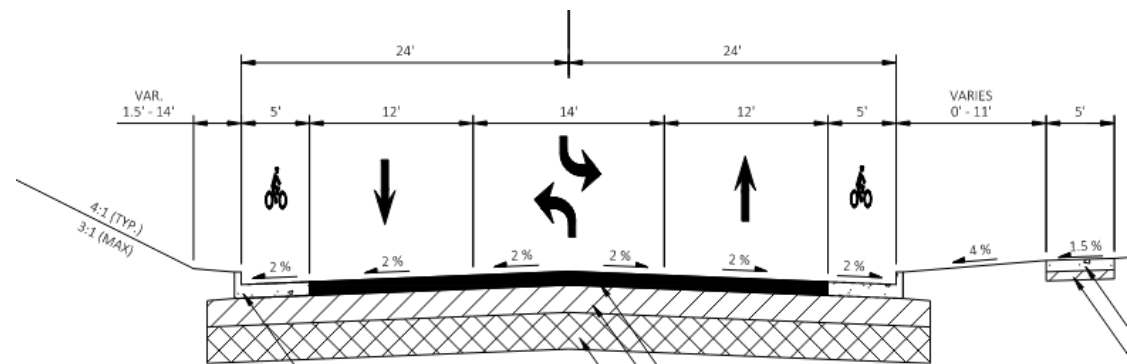
Project Overview - Reconstruct



Design Alternatives

Option 1: Move forward with design as presented

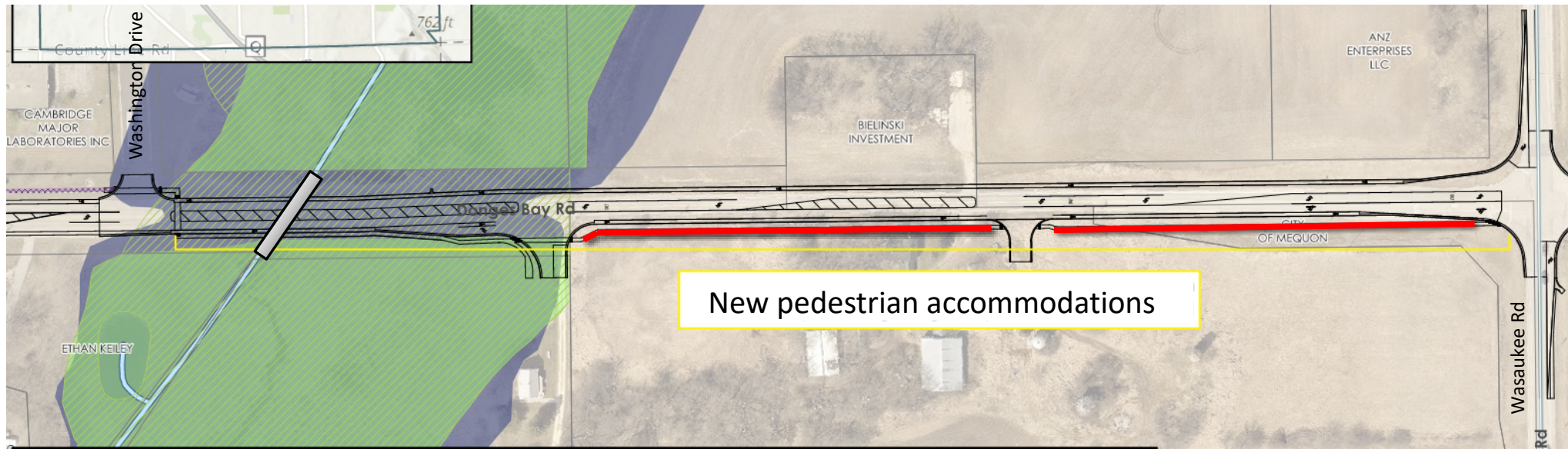
- Maintains schedule and advantages for construction timeframe
- According to FDM, meets Complete Streets design for accommodating pedestrians and bicyclists
 - On-street bicycle accommodations with 5ft integral bike lane
 - Pedestrian accommodations with 5ft concrete sidewalk
- Minimizes impact to adjacent wetland and reduces costs for mitigation credits from WDNR



Design Alternatives

Option 2: Change sidewalk to asphalt where practical

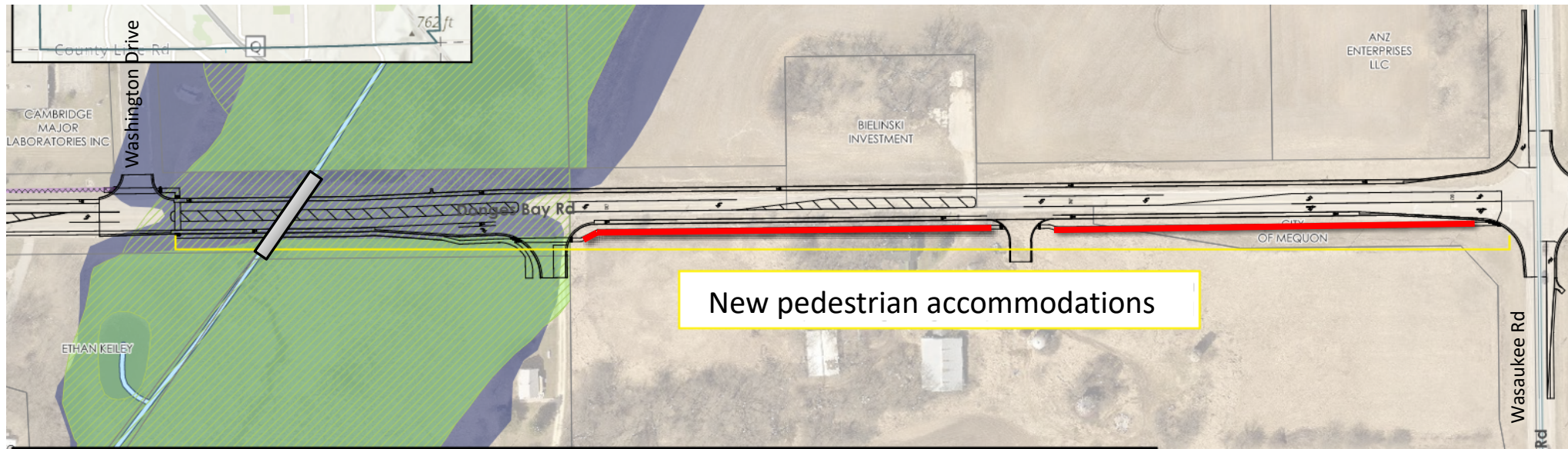
- Maintains schedule and advantages for construction timeframe
- Still meets Complete Streets design per FDM
- Minimizes impact to adjacent wetland and maintains costs for mitigation credits from WDNR
- Increase costs for asphalt sidewalk



Design Alternatives

Option 3: Change 5-ft sidewalk to 8-ft asphalt path where practical

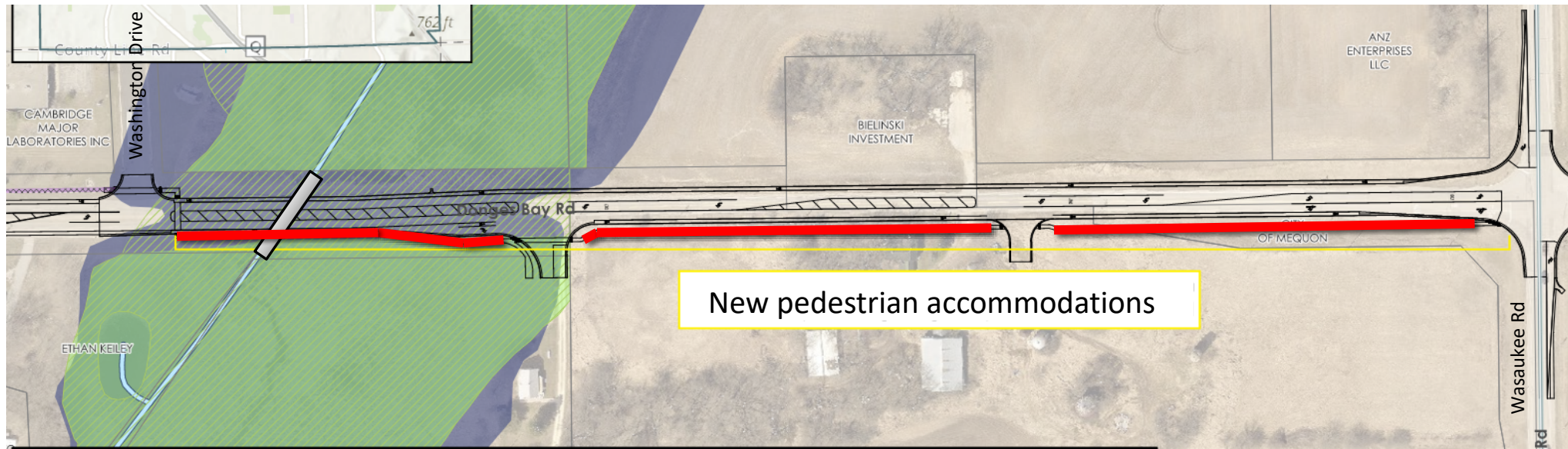
- Slight delay in schedule (Would likely not impact the future utility relocations)
- Meets Complete Streets design per FDM. 8-ft is absolute minimum for bi-directional bicycle accommodations. Anything larger will have increased excavation to the south.
- Minimizes impact to adjacent wetland and maintains costs for mitigation credits from WDNR
- Reduced grass terrace = reduced snow storage
- Increase costs for asphalt path



Design Alternatives

Option 4: Convert entire pedestrian accommodations to path

- Scheduled is delayed.
- Meets Complete Streets design per FDM. 8-ft is absolute minimum for bi-directional bicycle accommodations. Anything larger will have increased excavation to the south.
- Increases impact to adjacent wetland and increases costs for mitigation credits from WDNR. Resubmit of individual permit.
- Reduced grass terrace = reduced snow storage
- Redesign of box culvert. Increased cost for design and construction.



Project Schedule

Milestone	Original Schedule*	Delayed Schedule (Depending on 10/16 decision)
	Options 1, 2 and 3	Option 4
Utility Submittal (75%) Plans	June 28, 2023	December 2023
Utility Coordination Meetings	July 11, 2023 August 11, 2023	December 2023
Final Plans for Bidding (100%)	December 2023	March 2024
Wisconsin DNR Individual Permit	January 2024	April 2024
Project Advertisement and LET	February 2024	May 2024
Project Construction	April to September 2024	July to December 2024
Village to Occupy DPW	August/Sept 2024	

Delayed Schedule introduces:

- Increased costs for bid items
- Inclement/cold weather paving (asphalt plants shut down around Nov 1st)
- Increased costs for design and redesign services
- Inopportune timeframe for wetland disturbance for box culvert construction (important to WDNR)
- Inopportune timing for Village to move into DPW and preparing for winter months with construction happening in front of main entrance

* If decision on option is provided to GRAEF by October 20th

Delayed Project Costs

- Increased costs for bid items
 - Price increases outside of main construction season (pavement, curb & gutter, base aggregate, grading and common excavation)
- Inclement/cold weather paving (asphalt plants shut down around Nov 1st)
 - Price increases to justify keeping plants open for paving
 - Additional bid items for cold weather paving operations
- Increased costs for design and redesign services
 - Recalculate hydraulics and finalize hydraulic report
 - Box Culvert redesign for lengthening
 - Redesign for widened roadway footprint
- Inopportune timeframe for wetland disturbance for box culvert construction (important to WDNR)
 - Window of wetland disturbance dictated by WDNR. Box culvert installation would be delayed until disturbance window is approved.
 - Updated design submitted through Individual Permit through WDNR
- Inopportune timing for Village to move into DPW and preparing for winter months with construction happening in front of main entrance
 - Additional coordination for traffic control and staging
 - Gapping of construction activities for truck traffic

Project Schedule

Milestone	Original Schedule*	Delayed Schedule (Depending on 10/16 decision)
	Options 1, 2 and 3	Option 4
Utility Submittal (75%) Plans	June 28, 2023	December 2023
Utility Coordination Meetings	July 11, 2023 August 11, 2023	December 2023
Final Plans for Bidding (100%)	December 2023	March 2024
Wisconsin DNR Individual Permit	January 2024	April 2024
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Project Construction	April to September 2024	July to December 2024
Village to Occupy DPW	August/Sept 2024	

* If decision on option is provided to GRAEF by October 20th

VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: October 16, 2023

AGENDA ITEM: Old Business

ITEM TITLES: Basis for Design of East Donges Bay Road Reconstruction Project

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

Recent efforts including the Village of Germantown Outdoor Recreation Plan 2021-26 and 2050 Comprehensive Plan, in addition to the 2019 Washington County Bikeway and Trail network Plan, identify improvements for pedestrian facilities including a paved shoulder.

On August 2, 2023, the item for the Recreational Trail and Design for East Donges Bay Road Reconstruction was initiated. Village staff continue to work with engineering consultants from Graef on the design for the reconstruction of Donges Bay Road from Fond du Lac Avenue to Wausaukee Road. The original design includes a typical section of 48 ft roadway width, two 12 ft lanes, a 14ft median turn lane, two 5ft bike lanes with integral curb, in addition to 5ft sidewalk on one side of the road within right-of-way due to wetland constraints.

The Parks & Recreation Commission recommended that the Village re-visit the Donges Bay Road design to match up with the conceptual Mequon trail, however like the Village-wide trail plan with respect to construction schedules, it is unknown when construction may proceed for a trail connection east of Wausaukee Road. Other potential configurations were considered, that included a wider recreational trail separated from the roadway.

An off-road trail of 8ft width would not be possible for this entire stretch of Donges Bay Road but could be incorporated for portions of the road. However, those options are constrained due to the wetlands and flood plain, where additional land acquisition is estimated to take 6 months and increase costs.

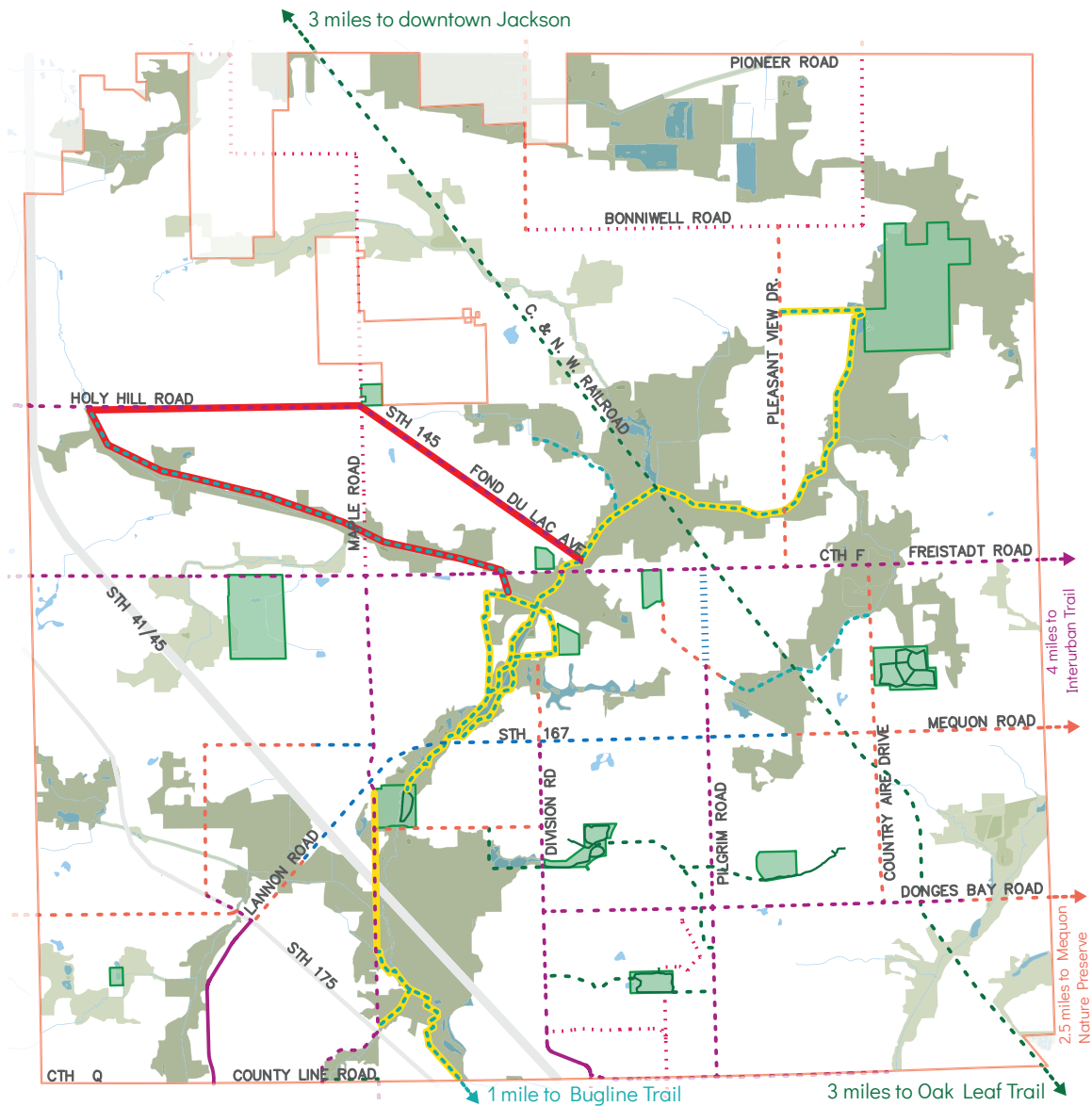
Attached: Ordinance_____ Resolution_____ Other_____

Recommendation:

Continue work on Donges Bay Road with a 5 ft. bike path on both sides of the road and a 5 ft. sidewalk off road.

Board Action:

Map 7.3 – Village-wide Bicycle & Pedestrian Connections Map



PROPOSED BIKEWAY + TRAIL NETWORK

Municipal Boundary	Primary Environmental Corridor	Water
Park	Secondary Environmental Corridor	
Existing Shared Use Path	Potential Shared Use Path	Potential Bike Lane
Existing Sidepath	Potential Sidepath	Potential Minor Enhancements
Potential River Trail	Potential Paved Shoulder	Potential Traffic Calming
Proposed Menomonee River Trail	Proposed Goldendale Creek Loop Trail	

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Presentation

ITEM TITLE: Review of 2024 Budget without Washington County Funding for
Dispatch

SUBMITTED BY: Jan Miller, Trustee

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Presentation

ITEM TITLE: Review Ehlers TID Report by Phil Cosson for TID's 6,7,8,9

SUBMITTED BY: Jan Miller, Trustee

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Presentation

ITEM TITLE: Review of Ehlers Water Rate Report by Jon Cameron

SUBMITTED BY: Jan Miller, Trustee

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Presentation

ITEM TITLE: Presentation on Water Utility Cash Flow Analysis

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Ehlers Water LRCFA Presentation 8-11-23

RECOMMENDATION:

ACTION BY Committee:



Village of Germantown, WI

2023 Water Long-Range Cash Flow Analysis

August 16, 2023 Utility Advisory Committee

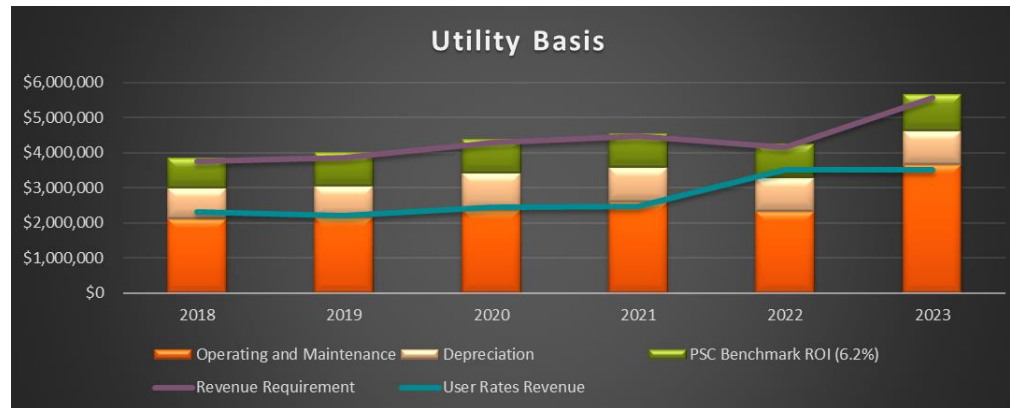
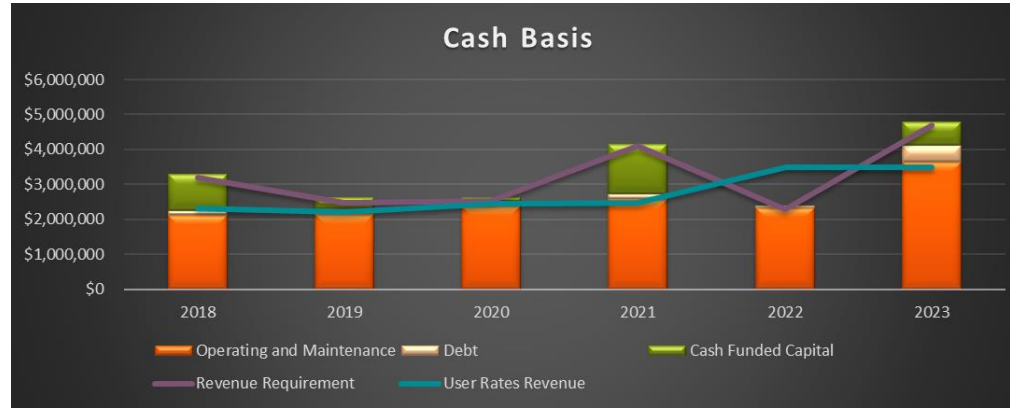
Why are we here?

- Develop a long-range plan to document past performance, and prepare future cash flows to account for capital projects funded by the water utility and tax increment districts
- Our Process
 - ✓ Historical Rate Performance
 - ✓ Future Projections
 - O&M, Depreciation, and PILOT
 - Funding Project(s): Debt vs. Cash
 - ✓ Rate Impact

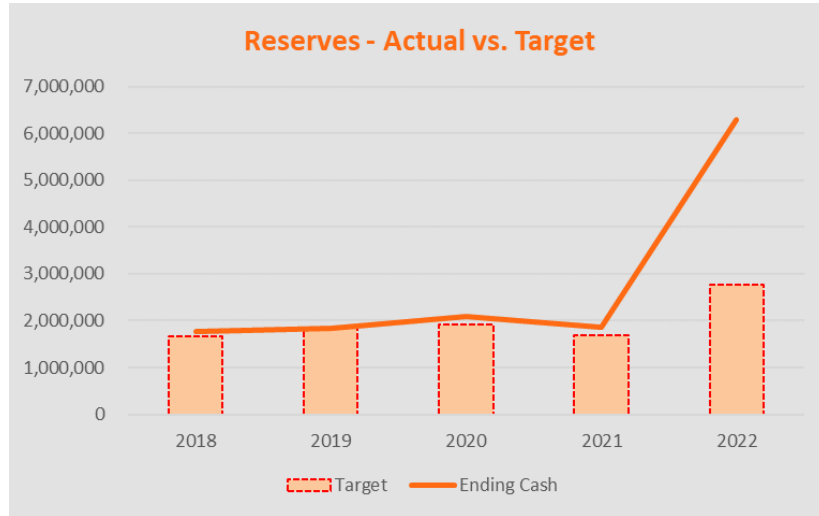
Water Rates Historical Implementation

- Last Conventional Rate Case (CRC) completed: October, 2021
 - ✓ 66.8% increase in step 1
 - ✓ 9.8% increase in step 2 (yet to be completed)
 - Tied to completion of booster station and elevated tower projects
- Since then:
 - ✓ Well No. 12 and Well No. 12 Well Facility

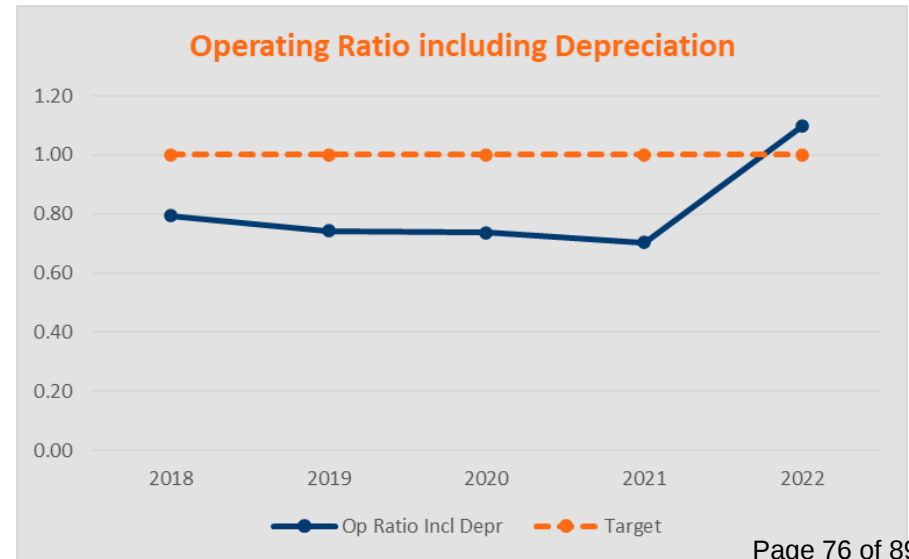
Water: Historical Rate Performance



Water: Historical Financial Indicators



- Reserves to fund deficits and capital
- Concerns of aging system



Future Capital

- Well No. 12 = \$481,000
- Well No. 12 Well Facility = \$4,615,000
- Elevated Tower = \$2,200,000
- Booster Station = \$1,100,000
- Glenwood Park Mains = \$1,156,000
- Routine capital = \$425,000 (Average annual)
- Borrowed \$3,600,000 in 2022
- TIDs 6 & 7 repay a portion of 2022 issue
- TIDS 6,7,8 repay 65% of Well No. 12 project
- Richfield Water Revenues

Water: Future Projection

	Budget	Projected								
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenues										
Total Revenues from User Rates ¹	\$3,503,241	\$3,726,238	\$4,324,174	\$4,324,174	\$4,363,174	\$4,363,174	\$4,744,988	\$4,744,988	\$4,783,988	\$4,783,988
Percent Increase to User Rates	0.00%	6.37%	15.00%	0.00%	0.00%	0.00%	8.00%	0.00%	0.00%	0.00%
Cumulative Percent Rate Increase	0.00%	6.37%	22.32%	22.32%	22.32%	22.32%	32.11%	32.11%	32.11%	32.11%
Dollar Amount Increase to Revenues		\$222,997	\$597,936	\$0	\$39,000	\$0	\$381,814	\$0	\$39,000	\$0
Other Revenues										
Interest Income	\$47,000	\$47,118	\$10,951	\$12,577	\$13,585	\$14,108	\$15,499	\$18,354	\$42,092	\$47,153
TIDs 6 & 7 Revenues - 2022 Issue	\$89,067	\$72,844	\$110,844	\$132,544	\$133,644	\$134,544	\$130,344	\$126,144	\$127,394	\$128,947
TIDs 6,7,8 Revenues - 2023 Issue			\$274,059	\$274,059	\$274,059	\$274,059	\$274,059	\$274,059	\$274,059	\$274,059
Other Income	\$80,300	\$80,765	\$81,235	\$81,709	\$82,188	\$82,672	\$83,161	\$83,654	\$84,651	\$85,668
Total Other Revenues	\$216,367	\$200,726	\$477,088	\$500,888	\$503,476	\$505,383	\$503,062	\$502,211	\$528,196	\$535,827
Total Revenues	\$3,719,608	\$3,926,964	\$4,801,262	\$4,825,062	\$4,866,649	\$4,868,556	\$5,248,049	\$5,247,198	\$5,312,184	\$5,319,815
Less: Expenses										
Operating and Maintenance ²	\$2,278,401	\$3,014,353	\$2,332,284	\$2,402,252	\$2,474,320	\$2,548,549	\$2,625,006	\$2,703,756	\$2,784,869	\$2,868,415
PILOT Payment	\$620,000	\$632,400	\$645,048	\$657,949	\$671,108	\$684,530	\$698,221	\$712,185	\$726,429	\$740,957
Net Before Debt Service and Capital Expenditures	\$821,207	\$280,211	\$1,823,930	\$1,764,861	\$1,721,222	\$1,635,477	\$1,924,823	\$1,831,257	\$1,800,886	\$1,710,442
Debt Service										
Existing Debt P&I	\$468,923	\$426,357	\$480,641	\$468,624	\$466,407	\$463,790	\$455,872	\$395,863	\$399,088	\$398,366
New (2023-2032) Debt Service P&I	\$0	\$0	\$548,117	\$549,562	\$549,165	\$548,638	\$547,893	\$546,919	\$545,740	\$549,201
Total Debt Service	\$468,923	\$426,357	\$1,028,758	\$1,018,186	\$1,015,572	\$1,012,428	\$1,003,765	\$942,781	\$944,828	\$947,567
Transfer In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements	\$1,999,549	\$8,565,000	\$470,000	\$545,000	\$601,000	\$345,000	\$350,000	\$350,000	\$350,000	\$350,000
Debt Proceeds	\$1,336,549	\$4,915,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Annual Cash Flow	(\$310,716)	(\$3,796,145)	\$325,172	\$201,674	\$104,649	\$278,049	\$571,058	\$538,476	\$506,059	\$412,876
<u>Restricted and Unrestricted Cash Balance:</u>										
Balance at first of year	\$6,297,025	\$5,986,309	\$2,190,164	\$2,515,336	\$2,717,010	\$2,821,659	\$3,099,709	\$3,670,766	\$4,209,243	\$4,715,301
Net Annual Cash Flow Addition/(subtraction)	-\$310,716	-\$3,796,145	\$325,172	\$201,674	\$104,649	\$278,049	\$571,058	\$538,476	\$506,059	\$412,876
Balance at end of year	\$5,986,309	\$2,190,164	\$2,515,336	\$2,717,010	\$2,821,659	\$3,099,709	\$3,670,766	\$4,209,243	\$4,715,301	\$5,128,177

Water: Future Cash & Rate of Return

	Budget 2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Target minimum cash balance										
Target minimum working capital - Ehlers ¹	2,812,911	3,189,502	3,229,554	3,280,016	3,330,269	3,373,115	3,364,985	3,421,207	3,479,480	3,532,965
Actual Days Cash Available - PSC ²	738	83	130	161	171	203	269	329	383	423
Actual Days Cash Available - Moody's ³	811	87	163	189	199	233	306	369	425	465
Actual Days Cash Available - S&P ⁴	811	87	163	189	199	233	306	369	425	465
Actual working capital-cash balance										
Over (Under) Ehlers target	3,173,397	(999,338)	(714,218)	(563,006)	(508,610)	(273,406)	305,781	788,035	1,235,821	1,595,212
Over (Under) PSC target (90 days)	648	(7)	40	71	81	113	179	239	293	333
Over (Under) Moody's target (150 days)	661	(63)	13	39	49	83	156	219	275	315
Over (Under) S&P target (150 days)	661	(63)	13	39	49	83	156	219	275	315

Notes:

- 1) Target capital equals 6 mos of next year's operating expenses, including depreciation, plus 100% of following year's debt.
- 2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day
- 3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation
- 4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc

Rate of Return

Average Utility Plant in Service	26,028,338	31,310,613	35,828,113	36,335,613	36,908,613	37,381,613	37,729,113	38,079,113	38,429,113	38,779,113
Plus: Materials and Supplies	0	0	0	0	0	0	0	0	0	0
Less: Utility Plant Accumulated Depreciation	9,317,593	10,103,074	11,106,354	12,128,012	13,170,596	14,232,324	15,306,921	16,394,513	17,495,098	18,608,677
Less: Regulatory Liability	45,645	0	0	0	0	0	0	0	0	0
Average Net Investment Rate Base (NIRB)	16,665,100	21,207,539	24,721,758	24,207,601	23,738,017	23,149,289	22,422,191	21,684,600	20,934,014	20,170,435
Net Operating Income	21,340	(659,031)	390,996	290,224	223,550	117,238	396,524	291,309	222,956	112,905
ROR	0.13%	-3.11%	1.58%	1.20%	0.94%	0.51%	1.77%	1.34%	1.07%	0.56%

Water: Impact on Avg. Res. Bill

Year	Water					Utility Bill (Annual)	Change Over Prior Year	Year
	Increase	Water Vol. Charge ¹	Water User Charge ²	Utility Bill (Quarterly)	Change Over Prior Year			
		<u>Tiered</u>	<u>Serv. + PFP</u>					
2022		4.15	21.47	\$ 71.27		\$ 285.08		2022
2023	0.00%	4.15	21.47	\$ 71.27	\$ -	\$ 285.08	\$ -	2023
2024	9.18%	4.53	23.44	\$ 77.81	\$ 6.54	\$ 311.25	\$ 26.17	2024
2025	15.00%	5.21	26.96	\$ 89.48	\$ 11.67	\$ 357.94	\$ 46.69	2025
2026	0.00%	5.21	26.96	\$ 89.48	\$ -	\$ 357.94	\$ -	2026
2027	0.00%	5.21	26.96	\$ 89.48	\$ -	\$ 357.94	\$ -	2027
2028	0.00%	5.21	26.96	\$ 89.48	\$ -	\$ 357.94	\$ -	2028
2029	8.00%	5.63	29.11	\$ 96.64	\$ 7.16	\$ 386.57	\$ 28.64	2029
2030	0.00%	5.63	29.11	\$ 96.64	\$ -	\$ 386.57	\$ -	2030
2031	0.00%	5.63	29.11	\$ 96.64	\$ -	\$ 386.57	\$ -	2031
2032	0.00%	5.63	29.11	\$ 96.64	\$ -	\$ 386.57	\$ -	2032
Total Change over planning period					\$ 25.37	\$ 101.49		

Notes:

1. Current water volumetric rate is 4.15 per 1,000 gallons.
2. The water user charges include a quarterly service charge of \$19.35 plus a public fire protection charge of \$2.13 for a 5/8 inch meter.
3. The usage is assumed to be 12,000 Gallons per quarter.

Recommendations

- Consider Water Revenue Bond Issue in 2024 for 2023 and 2024 CIP Projects
- Step 2 Rate increase in 2024
- Consider conventional rate case for 2025 test year
- Meet with PSC staff at outset of next conventional rate case for approval on lower rate of return due to TID revenues
- Next conventional rate case in 2029, BUT cash flow will need to be monitored

Questions?

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Action Item

ITEM TITLE: Authorization for We Energies Easement in Townline 9 Parkway
for new DPW Facility

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 231016 DPW Easement WE Energies

RECOMMENDATION:

ACTION BY Committee:

VILLAGE BOARD
GERMANTOWN, WI

MEETING DATE: October 10, 2023

AGENDA ITEM: New Business

ITEM TITLES: Authorization for We Energies Easement in Townline 9 Parkway for new
DPW Facility

SUBMITTED BY: Kevin Driscoll, Village Engineer

SUMMARY EXPLANATION:

Moore Construction Services is the Village of Germantown's contractor for the new DPW Facility. This project includes construction of a new road, Townline 9 Parkway, and its connection with Donges Bay Road. This new road, Townline 9 Parkway, is shown with a proposed easement for We Energies facilities. These facilities are designated to service the DPW building and potentially the surrounding properties. Before We Energies will schedule any work to extend their facilities for the DPW building, the easement documents would need to be executed for facilities to be located outside of the right-of-way.

To keep the project on schedule, an executed easement is necessary. The Village Attorney has reviewed the easement and exhibits for this 80ft right-of-way. It is adjacent to a proposed shared use path on Townline 9 Parkway. This easement exhibit shows 7 locations where We Energies crosses storm sewer, and staff is in coordination with consultant team to address and verify depth of We Energies proposed electric and gas, depth of storm sewer, and verify basis for not putting facilities in ROW.

Attached: Ordinance_____ Resolution_____ Other_____

Recommendation:

Approve necessary documentation for We Energies to service the new DPW building, contingent upon Village Attorney review of the easement with any necessary legal or clerical changes.

Board Action:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Action Item

ITEM TITLE: Modify Deputy Village Clerk Position from Part-Time to Full-Time

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 231016 Deputy Clerk Position

RECOMMENDATION:

ACTION BY Committee:

**BUSINESS OF THE GERMANTOWN GENERAL GOVERNMENT
& FINANCE COMMITTEE**

MEETING DATE: October 16, 2023

PLACEMENT New Business

ITEM TITLE: Request to Increase Deputy Village Clerk Position from Half-Time to Full-Time

SUBMITTED BY: Steven R. Kreklow, Village Administrator

SUMMARY EXPLANATION:

The Village currently has two authorized Deputy Village Clerk positions. One position is funded as a full-time position and is filled. The second position is currently funded as a half-time position and is vacant. The 2024 Recommended Budget funds both positions as full-time positions. I recommend that the position be increased from half-time to full-time, because of the number and expected turnout for elections in 2024.

I am also requesting that the Committee and Village Board increase the budget to full-time this year. The individual filling the full-time position has informed us that she will be taking an extended medical leave during 2024 that will overlap two of the four elections. In order to adequately staff these elections, we need to post and fill the second Deputy Village Clerk position as soon as possible. There are adequate funds in the 2023 budget to pay for the position on a full-time basis through the end of the year.

ATTACHMENT: ORDINANCE____ RESOLUTION ____OTHER _____

RECOMMENDATION:

Recommend to the Village Board that the vacant Deputy Village Clerk position be increased from half-time to full-time.

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Action Item

ITEM TITLE: Acquisition of Grosenik Property - N116 W15843 Main Street and W157 N11593 Fon du Lac Avenue. The Village Board May Enter into Closed Session per Wis Statute 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Action Item

ITEM TITLE: Strategy Concerning Acquisition of Properties in the Village's Village Center District (approximately Mequon Road and Pilgrim Road). The Village Board May Enter into Closed Session per Wis Statute 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: October 16, 2023

PLACEMENT: Action Item

ITEM TITLE: Village Official Performance. The Village Board may go into closed session as per Wis. Stat. § 19.85(1)(f) for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and then may re-enter open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee: