

MEETING: REGULAR MEETING OF THE VILLAGE BOARD
DATE & TIME: Monday, November 18, 2024 at 7:00 PM
LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road

Any member of the body and/or citizen may 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. **PRESIDENT’S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
- 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.)*
- VII. **CONSENT AGENDA:**
 - A. Minutes: October 21, 2024
 - B. Application for an **Original Combination** "Class B" Fermented Malt Beverage and Intoxicating Liquor License for Tybee Holdings LLC, N116W16137 Main St, Agent for Consideration: Troy Schmidt
 - C. Annual Outside Premise Extension Application for Tybee Holdings LLC, N116W16137 Main St
 - D. A Resolution Approving the 2025 Merit Compensation Plan for Non-Represented Employees
 - E. Approval of a professional services agreement with Ruekert-Mielke for an amount not to exceed \$20,000 for additional work on the PSC CRP report.
 - F. Approval to purchase a replacement 20 hp submersible sewage pump from Flygt USA for Lift Station 7 in the amount of \$23,585.60.
 - G. AXON Lease Agreement
- VIII. **UNFINISHED BUSINESS**

IX. PUBLIC HEARINGS:

- A. 2025 Village of Germantown Budget and 2024 Tax Levy

X. NEW BUSINESS:

- A. Resolution Approving the 2025 Village Budget
- B. Resolution Approving the Levying of Property Taxes for Village Purposes
- C. Resolution Authorizing the Placement of Special Charges on the 2024 Tax Roll Against Certain Properties
- D. 3 Year Subscription for the Police Department Phone System
- E. Annual Stop Loss Contract with Symetra
- F. Discussion Related to Open Meetings Law, Quorums and Attending Meetings of Other Bodies
- G. Award of a contract to J. Miller Electric in the amount of \$383,255.00 for generator replacements at Wells 2 and 7.

XI. 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:	AMENDED REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, October 21, 2024 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.*

Village President Wolter called the Village Board meeting to order at 7:02 PM.

II. **ROLL CALL:**

Present: Trustee David Baum, Trustee Terri Kaminski, Trustee Rick Miller, Trustee Robert Warren, Trustee Jan Miller, Trustee Phil Hudson, President Dean Wolter, Trustee Meg Cutts

Absent: Trustee Pieper

Also Present: Village Administrator Steve Kreklow, Village Attorney Brian Sajdak, Community Development Director Jeff Retzlaff, Public Works Director Matt Mortwedt, Village Clerk Donna Ott, Police Chief Mike Snow, Fire Chief John Delain (via WebEx)

III. **PLEDGE OF ALLEGIANCE:**

The Amy Belle Girl Scouts Troop led the audience in the Pledge of Allegiance.

IV. **PRESIDENT'S REPORT:**

President Wolter spoke regarding the Grand Opening of the new DPW Facility on Saturday, October 26, 2024. Village Clerk Ott spoke regarding the schedule for In-Person Absentee Voting for the General Election.

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

Trustees provided dates and times of upcoming meetings.

- 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.)

Lynne Schauer Bednarz (W156N10121 Pawnee Ct) spoke regarding the budget and closed session meetings.

Jerry Weidmann (N112W18025 Mequon Rd) spoke regarding New Business Item A (Determination as to whether sanitary sewer is "public" or "available", per Sec. 13.29 of Village Code, to Mr. Jerry Weidmann at N112W18025 Mequon Rd.)

Sarah Larson (W159N9737 Butternut Rd) spoke regarding open records requests, New Business Item A (Determination as to whether sanitary sewer is "public" or "available", per Sec. 13.29 of Village Code, to Mr. Jerry Weidmann at N112W18025 Mequon Rd.) and New Business Item J (Contract with Copeland Companies with respect to Acquisition of Properties in the Village's Village Center District)

Doug Loman (W180N9881 Riversbend Cir W) spoke regarding political signs and regulations.

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding the Asset Manager position and development in the Village.

Scott Hefle (W159N10514 Old Farm Rd) spoke regarding Community Development concerns, Frenz project, and Public Safety RFPs.

Charles Krueger (W140N9766 Fond du Lac Ave) spoke regarding Waste Management noise complaints.

VII. CONSENT AGENDA:

Motion: Approve Consent Agenda items as presented

Motioned By: Trustee Baum

Seconded By: Trustee Hudson

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

A. Minutes: October 7, 2024

B. Police Vehicle Squad Changeover - F150

VIII. UNFINISHED BUSINESS

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

- A. ***Determination as to whether sanitary sewer is "public" or "available", per Sec. 13.29 of Village Code, to Mr. Jerry Weidmann at N112 W18025 Mequon Rd.***

Motion: Overturn staff's determination that service is available and allow Mr. Weidmann to put in a mound system

Motioned By: Trustee Kaminski

Seconded By: Trustee Cutts

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: Trustee Hudson

Motion Carried by (Yes 7, No 0, Abstained 1)

- B. ***Everett Frenz, Agent for the Anton Frenz Trust & SA Technologies LLC, Property Owners - 65.2 acres located east of Fond du Lac Avenue/STH145 and north of Donges Bay Road. Application to Rezone 65.2 acres from the M-1: Limited Industrial Zoning District to an Rm-3: Multi-Family & B-1: Neighborhood Business Planned Development District (PDD) for purposes of developing a 570 dwelling unit & 24,000 sqft retail commercial mixed-use development called "ArborVillage". (ACTION)***

Motion: Direct Frenz family to work with Community Development Director and Staff for more direction and return when more comfortable

Motioned By: Trustee Jan Miller

Seconded By: Trustee Cutts

Yes: Trustee Jan Miller, Trustee Cutts, Trustee Baum

No: Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Hudson, President Wolter

Abstain: None

Motion Failed by Voice Vote (Yes 3, No 5, Abstained 0)

Motion: Approve Rezoning Request proposed at the October Plan Commission meeting

Motioned By: Trustee Rick Miller

Seconded By: Trustee Baum

Yes: None

No: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts
Abstain: None

Motion Failed by Voice Vote (Yes 0, No 8, Abstained 0)

C. Presentation on the results of the Public Safety Building(s) needs assessment by Graef, PRA and Moore Construction.

Mike Paulos of Graef, Jason Puestow of PRA, and Mike Moore of Moore Construction provided a presentation on the results of the Public Safety Building(s) needs assessment:

- Both the existing police department and fire station have become too small for current operations; new police and fire buildings are necessary.
- Site design concepts, proposed locations, cost estimates, and probable project timelines were presented for each building.
- Combining both sites at one location was not proposed, as no location was able to accommodate the response time requirements of both the fire station and police station.

Motion: Request that a cost comparison for a combined police and fire location be brought before the Village Board

Motioned By: Trustee Hudson

Seconded By: Trustee Warren

Amended Motion: Request that a cost comparison for a combined police and fire location be brought before the Public Safety Committee and then the Village Board

Motioned By: Trustee Baum

Seconded By: Trustee Warren

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Amended Motion Carried by Voice Vote (Yes 8, No 0, Abstained 0)

Motion as Amended:

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion as Amended Carried by Voice Vote (Yes 8, No 0, Abstained 0)

D. Award of the Fire Station #2 addition and remodel design services agreement to Graef in the amount of \$419,000.00.

Public Works Director Mortwedt introduced this item and answered questions from trustees.

Motion: Bring this item before Public Safety Committee for review of specific funding

Motioned By: Trustee Jan Miller

Seconded By: Trustee Kaminski

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Voice Vote (Yes 8, No 0, Abstained 0)

E. Public Safety - 2024 Budget Amendments

Motion: Approve as presented

Motioned By: Trustee Rick Miller

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

F. Police Vehicle Squad Changeover - Explorer (ARPA Funds)

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Jan Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

G. Resolution Disallowing the Claim of Mayshell Sardina

Mayshell Sardina provided additional context and was available to answer questions.

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Rick Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Hudson, President Wolter, Trustee Cutts

No: Trustee Jan Miller

Abstain: None

Motion Carried by Voice Vote (Yes 7, No 1, Abstained 0)

H. Discussion on Plans for Development within the Village Center District

Bailey Copeland of Copeland Companies provided a presentation and answered questions about this item.

- A review of the 2050 Comprehensive Plan was presented, specifically regarding the Village Center District.
- Proposed next steps include engaging a planning firm for community engagement and site planning, expanding the vision already started in the 2050 plan by holding open house sessions and digital surveys, and creating a phasing plan for infrastructure improvements.

Community Development Director Retzlaff and Village Administrator Kreklow added further context regarding the process and how the Village Center District plan falls into the Village's larger 2050 plan.

There was no action taken on this item.

Motion: Enter into Closed Session for Item I with the following in attendance: Ms. Copeland, Village Attorney Sajdak, Village Administrator Kreklow, Community Development Director Retzlaff; and for Item J with the following in attendance: Village Attorney Sajdak, Village Administrator Kreklow, Community Development Director Retzlaff

Motioned By: Trustee Baum

Seconded By: Trustee Warren

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

I. Strategy Concerning Acquisition of Properties in the Village's Village Center District (in the general area of Mequon Road and Pilgrim Road). The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business,

whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

Motion: Return to Open Session at 11:05 PM

Motioned By: Trustee Baum

Seconded By: Trustee Jan Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried (Yes 8, No 0, Abstained 0)

Motion: For Item I, Direct staff to proceed as discussed in closed session

Motioned By: Trustee Baum

Seconded By: Trustee Hudson

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried (Yes 8, No 0, Abstained 0)

Trustee Kaminski was excused at 11:07 PM.

Motion: Enter into Closed Session for Item J at 11:09 PM

Motioned By: Trustee Baum

Seconded By: Trustee Rick Miller

Yes: Trustee Baum, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts

No: None

Abstain: None

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

- J. Contract with Copeland Companies with respect to Acquisition of Properties in the Village's Village Center District. The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

Motion: Return to Open Session at 11:20 PM

Motioned By: Trustee Cutts

Seconded By: Trustee Warren

Yes: Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter

No: Trustee Cutts

Abstain: Trustee Baum

Motion Carried (Yes 5, No 1, Abstained 1)

Motion: Proceed as discussed in Closed Session

Motioned By: Trustee Hudson

Seconded By: Trustee Warren

Yes: Trustee Rick Miller, Trustee Warren, Trustee Hudson, President Wolter

No: Trustee Jan Miller, Trustee Cutts

Abstain: Trustee Baum

Motion Carried (Yes 4, No 2, Abstained 1)

XI. ADJOURNMENT:

Village President Wolter adjourned the Village Board meeting at 11:24 PM.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: November 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Application for an **Original Combination** "Class B" Fermented Malt Beverage and Intoxicating Liquor License for Tybee Holdings LLC, N116W16137 Main St, Agent for Consideration: Troy Schmidt

SUBMITTED BY:

SUMMARY EXPLANATION:

On 10/17/2024, the Clerk's Office was in receipt of the attached Original Alcohol Beverage Application by Typee Holdings LLC, located at N116W16137 Main St, Germantown WI.

On 10/18/2024, the current license holder, Barley Pop Brewhaus LLC (Jodi Kanzenbach), surrendered the 2024-2025 "Class B" Combination License.

The Police, Fire, and Community Development Departments reviewed the application and are requiring a Fire Inspection of the building prior to opening and to obtain a Zoning and Occupancy permit. Applicant has submitted a Zoning and Occupancy Permit Application on 10/16/2024 however it has not been reviewed yet.

ATTACHMENT:

1. NEW Tybee Holdings LLC Class B Combo REDACTED_Redacted

STAFF RECOMMENDATION:

The Clerk's Office recommends approval of the Combination "Class B" Fermented Malt Beverage and Intoxicating Liquor License contingent upon a Fire Inspection of the building prior to opening and obtaining a Zoning and Occupancy Permit.

ACTION BY Committee:

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ _____ ☒ Class "B" Beer \$ 100
- ☐ "Class A" Liquor \$ _____ ☒ "Class B" Liquor \$ 500
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$ <u>20.-</u>
Total Fees	\$ <u>620.-</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <u>Tybee Holdings LLC</u>		
2. Business Trade Name or DBA <u>Tybee Holding</u>		
3. FEIN <u>99-4378781</u>	4. Wisconsin Seller's Permit Number <u>456-1031836664-02</u>	
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization		
6. State of Organization <u>Wisconsin</u>	7. Date of Organization <u>8-7-2024</u>	8. Wisconsin DFI Registration Number <u>202408076489142</u>
9. Premises Address <u>1116 W 16137 Main St.</u>		
10. City <u>German town</u>	11. State <u>Wi</u>	12. Zip Code <u>53022</u>
13. County <u>Washington</u>	14. Governing Municipality: ☐ City ☐ Town ☒ Village of: <u>German town</u>	15. Aldermanic District
16. Premises Phone [REDACTED]	17. Premises Email [REDACTED]	18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>Premise has two main rooms on lower level, both have a bar area and table seating. Product will be stored in coolers in kitchen and coolers in basement. Product will be consumed on premise including designated outside area.</u>		
20. Mailing Address (if different from premises address) <u>Records will be kept on premise and at home office.</u>		
21. City [REDACTED]	22. State [REDACTED]	23. Zip Code [REDACTED]

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No		
If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . ☐ Yes ☒ No beverages. If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.			
3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . ☐ Yes ☒ No If yes, provide the name of the restricted investor and describe the nature of the interest.			
4. Is the applicant business owned by another business entity? ☐ Yes ☒ No If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.			
4a. Name of Business Entity		4b. Business Entity FEIN	
5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No			
6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No			
7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No			
Part C: Individual Information			
List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.			
Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.			
Last Name	First Name	Title	Phone
Schmidt	Troy	Owner	[REDACTED]
Part D: Attestation			
One of the following must sign and attest to this application: • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC			
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.			
Last Name		First Name	M.I.
Schmidt		Troy	D
Title	Email	Phone	
Owner	[REDACTED]	[REDACTED]	
Signature		Date	
Troy Schmidt		10/16/24	
Part E: For Clerk Use Only			
Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage
Individual QuestionnaireDate
10-16-24

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)				
Tybee Holdings LLC				
2. Business Trade Name or DBA				
Tybee Holdings				
3. Entity Type (check one)				
☐ Sole Proprietor	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Nonprofit Organization

Part B: Individual Information

1. Last Name		2. First Name		3. M.I.
Schmidt		Troy		O
4. Relationship to Business (Title)		5. Email		6. Phone
Owner		[REDACTED]		[REDACTED]
7. Home Address				
[REDACTED]				
8. City	9. State	10. Zip Code	11. Date of Birth	
[REDACTED]	WI	[REDACTED]	[REDACTED]	
12. Drivers License/State ID Number		13. Drivers License/State ID State of Issuance		
[REDACTED]		Wisconsin		

Part C: Address History

1. Do you currently reside in Wisconsin?							
☒ Yes ☐ No							
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?							
Years				Months			
54							
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1		City		State		Zip Code	
Previous Address 2		City		State		Zip Code	
Previous Address 3		City		State		Zip Code	
Previous Address 4		City		State		Zip Code	
Previous Address 5		City		State		Zip Code	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
WI	Washington						
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

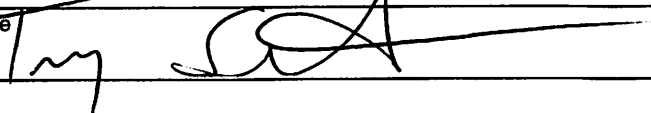
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 	Date 10-16-24
---	---------------

Agent Type (check one)

- ☒ Original (no fee) ☐ Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Tybec Holdings LLC
2. Business Trade Name or DBA
Tybec Holdings
3. Entity Type (check one) ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
4. Alcohol Beverage Business Authorization (check one) ☒ Municipal Retail License ☐ State Permit
5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name
Schmidt
2. First Name
Troy
3. M.I.
D
4. Email
[REDACTED]
5. Phone
[REDACTED]
6. Home Address
[REDACTED]
7. City
[REDACTED]
8. State
Wi
9. Zip Code
[REDACTED]
10. Age
54
11. Driver's License/State ID
[REDACTED]
12. Drivers License/State ID State of Issuance
Wisconsin

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? ☒ Yes ☐ No
Submit a completed Form AB-100 with this form.
3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Schmidt</i>	First Name <i>Tray</i>	M.I. <i>D</i>
Title <i>Owner</i>	Email [REDACTED]	Phone [REDACTED]
Signature <i>Tray Schmidt</i>		Date <i>10-16-24</i>

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Schmidt</i>	First Name <i>Tray</i>	M.I. <i>D</i>
Signature <i>Tray Schmidt</i>		Date <i>10-16-24</i>

OUTSIDE PREMISE EXTENSION APPLICATION**Application for Class "B" Beer & "Class B" Liquor License****Outside Premise Extension**

- Additional permits or approvals may be required by other Departments (sign permits, temporary use permits, building permits, electrical permits, etc.). You are responsible for obtaining those permits prior to approval of this application. Contact Community Development at 250-4735 for further information.
- Approved licenses are valid upon issuance and expire June 30 the following year, unless otherwise noted for One Time/Special Events. If there are any changes to the previously approved application, site plan approval and Plan Commission review will be needed.

☒	Annual Extension Request	\$25
☐	One Time/Special Event Extension Request	\$25
Total:		

IF YOUR APPLICATION SHOULD BE DENIED BY THE VILLAGE BOARD, THE FEES ARE NON-REFUNDABLE.

Applicant Name <u>Troy Schmidt</u>		Phone Number <u>262 510 7710</u>	Email <u>[REDACTED]</u>	
Name of Licensed Premise <u>Tybee Holdings LLC</u>				
Street Address of Licensed Premise <u>Tybee Holdings</u>		City <u>Germantown</u>	State <u>WI</u>	Zip <u>53022</u>
Describe the area of outside extension. You MUST include a detailed drawing of the area with dimensions and access points <u>Small concrete patio outside front door along the sidewalk on main Street, grass area - see map + dimensions</u>				
One Time/Special Events - List Dates and Times of Event		(Municipal Code limits time to 10:00pm unless otherwise authorized by Village Board)		
Annual Extensions - List Times In Use				
<u>Daily 11am - 10pm.</u>				

I hereby certify that the answers on this application are complete, true and correct to the best of my knowledge and belief and make application for an Extension of Premise in the Village of Germantown, Wisconsin, subject to the provisions and limitations of Wisconsin Statutes and Germantown Municipal Code, and hereby agree to comply with all laws, resolutions, ordinances, and regulations, affecting said activity, if a license be granted to me.

Troy Schmidt
Applicant Signature

10-16-24
Date

For Office Use Only: Date: _____ Initials: _____ Amount Paid: _____ Receipt #: _____

Community Development Reviewed: _____ Plan Commission Date (New/Changes Only): _____ Date 300' Noticed Mailed: _____

Police Chief Date Notified: _____ Police Dept: _____ Approve or _____ Deny (Attach basis for denial). Police Chief or Designee: _____ Date: _____

Fire Chief Date Notified: _____ Fire Dept: _____ Approve or Deny (Attach basis for denial). Fire Chief or Designee Approval: _____ Date: _____

Public Safety Meeting Date: _____ Approved/Denied (Circle One) Village Board Meeting Date: _____ Approved/Denied (Circle One)

License Number: _____ Village Clerk Approval: _____



66137

16131 Main St
Germantown, Wisconsin



Outside premise area :

A) = Eastern Patio area 30 Ft x 27 Ft

B) = Middle Courtyard area: 30 ft x 30 ft patio

C) = Western grass garden area: 78 Ft x 36 Ft

Previously
used & approved areas

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: November 18, 2024

PLACEMENT: Action Item

ITEM TITLE: A Resolution Approving the 2025 Merit Compensation Plan for Non-Represented Employees

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

In the 2025 budget proposal that will be presented today, a 3% merit adjustment has been included for base wage increases. This adjustment amounts to \$137,854 and is allocated to cover 76 employees.

The performance review evaluation process will be utilized to determine the specific merit-based increases for each employee, based on individual performance. We believe this approach encourages high performance while maintaining equitable pay adjustments across departments.

We respectfully request that the Village Board review and approve the table below, which establishes the parameters for merit-based pay increases for the 2025 fiscal year:

Evaluation Score	Max Base Pay Increase
0-1.5	0.00%
1.6-2.5	1.00%
2.6-3.5	2.00%
3.6-4.5	3.00%
4.6-5	4.00%

ATTACHMENT:

1. 2025 Resolution for Merit Increase Non-Rep Employees

STAFF RECOMMENDATION:

ACTION BY Committee:

RESOLUTION NO. XX-2024

A Resolution Approving the 2025 Merit Compensation Plan for Non-Represented Employees

WHEREAS, the Village of Germantown has created a performance evaluation system to determine non-union employee annual increase; and,

WHEREAS, the Village of Germantown is dedicated to promote the hard work of its staff and approves \$137,854 to be used for base pay increases for the 76 non-unionized employees; and,

WHEREAS, the Village of Germantown Trustees have been presented with a merit pay chart, as shown below, which will be utilized during the evaluation process to determine potential base pay increase and one-time bonus increases.

NOW THEREFORE BE IT RESOLVED, That the Village Board of the Village of Germantown, does hereby approves the 2025 Merit Compensation Plan for Non-Represented Employees.

Evaluation Score	Max Base Pay Increase
0-1.5	0.00%
1.6-2.5	1.00%
2.6-3.5	2.00%
3.6-4.5	3.00%
4.6-5	4.00%

Date Adopted: _____, 2024.

Dean Wolter
Village President

(SEAL)

ATTEST:

Donna Ott
Village Clerk

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: November 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Approval of a professional services agreement with Ruekert-Mielke for an amount not to exceed \$20,000 for additional work on the PSC CRP report.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

As a condition of the Village of Germantown's approved water rate case, the Public Service Commission (PSC) created a requirement to produce a Continuing Property Record report. The report is a full inventory and construction cost of all of the Water Utility assets.

Over the past several years, deadlines passed without progress and the Village was granted several extensions. As of earlier this year, additional extensions from the PSC are not anticipated. Despite that staff initiated an in-house effort to produce the report and demonstrate good faith efforts to the PSC. Despite the good-faith effort, we may still receive a notice of violation for our past due report. The in-house effort quickly led to the realization that producing this report solely with staff time would be very time-consuming. At that point, we hired Ruekert-Mielke to assist with the research, data analysis, and technology needed to produce the report.

This additional proposal is to continue to work on creating the initial CPR report, and to build out a system necessary that creates ease of reporting in the future because the CRP will need to be continuously maintained from this point forward. The attached report outlines the additional effort needed. In addition, the agreement that outlines the scope of the initial agreement is attached.

ATTACHMENT:

1. Driscoll-20241001-GIS Scope for PSC Data Updates, Organization, and Tracking Proposal
2. R-M CPR Requirements Contract 240621 (1)

STAFF RECOMMENDATION:

Approval of a professional services agreement with Ruekert-Mielke for an amount not to exceed \$20,000 for additional work on the PSC CRP report.

ACTION BY Committee:

October 1, 2024

Mr. Kevin Driscoll
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0337

Re: GIS Scope for PSC Data Updates, Organization, and Tracking Proposal

Dear Mr. Driscoll:

Ruekert & Mielke, Inc. (R/M) is pleased to submit an agreement to provide a GIS Scope for PSC Data Updates, Organization, and Tracking.

Project Description:

As we continue to work on the Village of Germantown's PSC reporting process, the next step involves working with the Village to organize and update GIS data that pertains to the PSC reporting requirements.

Scope of Services:

Based on discussions with Village staff and our GIS team members, we understand the work for this next portion to include:

- Task 2.01 Development of GIS layer in the Village of Germantown's AssetAlly site that visualizes the missing data required for the PSC report. R/M will outline the missing fields to generate a layer and display (shown below in Figure 1).
- Task 2.02 Meet with Village staff to review the PSC layer addition and determine the plan to update null fields.
- Task 2.03 RM will work with Village staff to update null fields that are required for the PSC report. A pilot area has been completed.

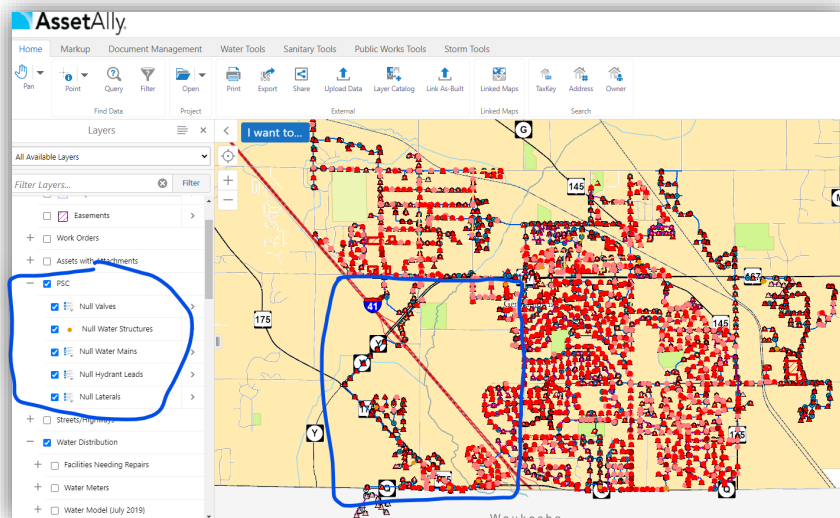


Figure 1

There were approximately 1,713 pipes within the pilot area. Null values include: Size 113, Year Installed (YI) 844, Material 726.

There were approximately 650 valves within the pilot area. Null values include: Size 128, YI - 139.

Pilot Area Completed

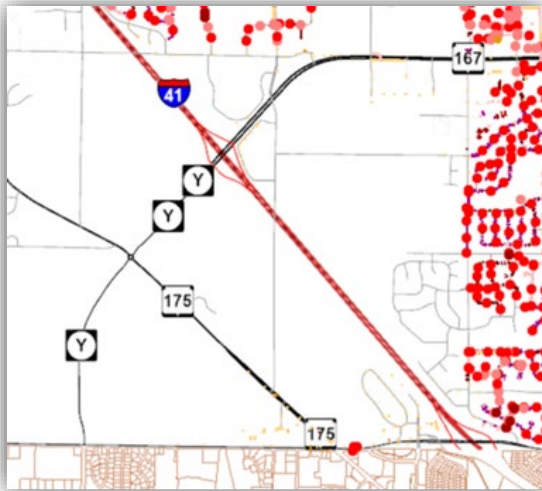


Figure 2

Remaining Null values for pipes include: Size 53 (mostly private), YI - 54, Material 349 (mostly hydrant leads).

Remaining Null values for valves include: Size 10, YI - 19.

Remaining area

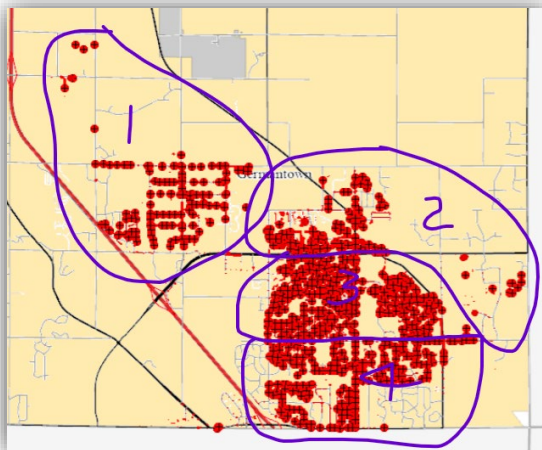


Figure 3

Within the remaining area there are approximately 11,229 pipes. Null values include: Size 1009, YI - 4900, Material 4034.

There are approximately 2743 valves within the remaining area. Null values include: Size 477, YI - 641.

There are approximately 11,000 features that have Null values that are needed for the PSC report to be complete. (Not including those within the pilot area).

Note: Currently the Village has approximately 6,000 water meters. There are 4,000 water services and 2,000 curb stops that are mapped to those services. R/M is working with the Water Department on the Lead and Copper program to populate and submit these additional records prior to October 16, 2024. These records will overlap the efforts to populate the PSC requirements related to this agreement.

These numbers do not include the extra efforts identified to add missing services and/or curb stops.

It is estimated that this entire effort will take approximately 120 hours to complete.

Task 2.03a R/M will complete the remaining updates and the Village would be updated in four areas (see Figure 3). Once an area is completed as best as R/M can, the Village will be informed. The Village will see where there is missing information by using the PSC layer in the website. If there are remaining bulk updates, the Village can investigate and inform R/M to coordinate the necessary update(s). It is estimated each area will take approximately 30 hours.

Task 2.04 R/M will populate the PSC template report with the Village's data once all updates are completed.

Task 2.05 R/M will file the PSC report with the completed data spreadsheet for the Village.

Task 2.06 R/M will meet with the Village and suggest solutions for organizing PSC data moving forward based on Village's needs.

Items Excluded:

Unknown information on Null values that are not available through utilizing the current records in the GIS will not be populated.

Items not specifically included in the scope of this project are listed below. These items can be included as additional services if authorization in writing is provided:

Any items not specifically include in the scope of service, Wetland and/or waterway permit applications and the associated submittals related to the application, storm water management plans, storm water quantity and quality analysis, LUST investigations, historical, environmental, or archeological investigations, alternative analysis, environmental impact statements, wetland locating, title searches, construction staking, project manual preparation, technical specifications or record drawings.

Mr. Kevin Driscoll
GIS Scope for PSC Data Updates, Organization, and Tracking Proposal
October 1, 2024
Page 4

Responsibilities of others:

Village staff will assist to identify unknown values and report this information to R/M staff to populate these attribute records.

Schedule:

The above-described professional services will be completed by November 30, 2024, assuming full execution of this agreement by October 14, 2024.

Fee:

R/M proposes to complete Tasks 2.01 through 2.05 on a Time and Materials basis not to exceed \$20,000. We will not exceed this amount without your prior approval. Task 2.06 will be completed in a separate proposal once R/M and the Village can discuss what tracking solutions work best for them.

The above-described professional services will be provided to you in accordance with the attached three page **RM Standard Terms & Conditions** dated January 1, 2024, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

We look forward to this opportunity to work with the Village. To further discuss your needs, proposed scope, or anything else, please reach out to me at tanderson@ruekert-mielke.com or (262) 953-3013.

Respectfully,

RUEKERT & MIELKE, INC.



Timothy J. Anderson
GIS Team Leader
tanderson@ruekert-mielke.com

TJA:cal
Enclosure(s)
cc: Jerad Wegner, P.E., Ruekert & Mielke, Inc.

GIS SCOPE FOR PSC DATA UPDATES, ORGANIZATION, AND TRACKING PROPOSAL
Between Village of Germantown
and
Ruekert & Mielke, Inc.
Dated October 1, 2024

CLIENT:

Village of Germantown

Signature: _____

Title: _____

Date: _____

CONSULTANT:

Ruekert & Mielke, Inc.

Signature:  _____
Ryan T. Amtmann, P.E.

Title: Vice President

Date: October 1, 2024

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: Timothy J. Anderson

Title: GIS Team Leader

Phone Number: (262) 953-3013

A. Standards of Performance

The standard of care for all Consultant services performed or furnished Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Designated Representatives

With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Consultant

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Client by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Consultant's standard hourly rates are subject to annual adjustment.

D. Ownership and Reuse of Documents

All documents and services prepared or furnished by Consultant pursuant to this Agreement are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse) whether or not the Project is completed. Consultant grants Client a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Client shall be at Client's sole risk; and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Client or by others acting through Client.

E. Permits and Approvals

It is the responsibility of the Client to obtain all necessary permits and approvals for the Project. Consultant will assist the Client in obtaining permits and approvals as mutually agreed to in writing.

F. Opinions of Probable Cost

Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction costs, then Client agrees to obtain an independent cost estimate.

G. Client and Third Party Provided Information

Consultant shall have the right to rely on the accuracy of any information provided by Client and third parties. Consultant will not review this information for accuracy.

H. Access

Client shall arrange for safe access to and make all provisions for Consultant and Consultant's subconsultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

I. Construction Observation

Consultant will observe the work as agreed to for general compliance with the construction documents. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Consultant has no stop work authority. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

J. Environmental

The parties acknowledge that Consultant's services do not include any services related to unknown or undisclosed Constituents of Concern. Consultant assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

K. Termination of Contract

1. Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. Client may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Client with 30 days written notice.
3. Consultant may terminate this Agreement for cause with 7 days written notice (a) if Consultant is requested to furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, or (d) as the result of the presence of undisclosed Constituents of Concern. Consultant will have no liability to Client on account of any termination by Consultant for cause.
4. In the event of any termination, Client shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

L. Insurance

Consultant will maintain insurance at a minimum in the amounts following. Insurance certificates will be provided if requested by Client.

- General Liability \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
- Auto Liability \$1,000,000 Combined Single Limit
- Workers Compensation Statutory
- Employers Liability \$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
- Umbrella \$1,000,000 Occurrence / Aggregate
- Professional Liability \$1,000,000 Per Claim / Aggregate

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, and subconsultants in the performance of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and subconsultants from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.
4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Client and Consultant in paragraph N. "Limit of Liability," of this Agreement.

N. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the total amount of \$1,000,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

O. Consequential Damages

To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, consultants and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

P. Third Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or the Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

Q. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

R. Hold Harmless

Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce the Consultant's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

S. Consultant's Services

Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

T. Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the right to terminate this Agreement in accordance with the Termination provision hereof.

U. Delays

Consultant shall not be liable for any loss or damage arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; pandemics, failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

V. Entire Agreement

This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

W. Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for purposes of this Agreement.

X. Dispute Resolution

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice, prior to invoking mediation. Subsequent to negotiation, Client and Consultant agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. Client and Consultant agree to participate in the mediation process in good faith and on a confidential basis.

Y. Governing Law

This Agreement will be governed by the laws of the state in which the project is located.

Z. Definitions

1. Contractor - Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

2. Constituent of Concern – any substances, including without limitation asbestos, asbestos-containing materials, toxic or hazardous substances, PFASs, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable state, provincial or federal statutes), pollutants, viruses, bacteria or pathogens of any kind, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

END OF DOCUMENT

Page 3 of 3 pages

(Ruekert & Mielke, Inc. Standard Terms and Conditions)

June 20, 2024

Mr. Kevin Driscoll
Village Engineer
Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022-0337

Re: Proposal to assist with PSC Notice of CPR Requirement, Docket 2210-WR-106, Order Point 5

Dear Mr. Driscoll:

Thank you for allowing Ruekert & Mielke, Inc. (R/M) the opportunity to work with the Village of Germantown (Village) to meet the requirements of PSC 185.43(2) Wis. Admin. Code by providing regulatory assistance to comply with Order Point 5 referenced in docket 2210-WR-105. We have over 16 years of regulatory PSC experience, both internal and external, which will help maximize the value of this project.

Continuing Property Records

The Village of Germantown is a Class AB utility (greater than 4,000 customers) and is required to institute a perpetual inventory of their assets known as continuing property records (CPR). We will assist the Village in the development of their CPR records which will satisfy Order Point 5.

We understand the work to include the following Scope of Services:

- Task 1.01 Perform a preliminary review to gain an understanding of the Village's current perpetual inventory of their assets. R/M will pull all existing PSC data (property units) in the current GIS system to aid in the review process.
- Task 1.02 Review correspondence Village has had with the PSC and desired next steps.
- Task 1.03 Schedule a kickoff meeting via Teams to discuss next steps and the desired timelines for the project.
- Task 1.04 Identify task list of next steps for the CPR development to comply with PSC 185.43(2) Wis. Admin. Code. The following tasks will be discussed as part of the task list development.
 - a) Arrangement of CPR records by plant account as prescribed in the PSC Uniform System of Accounts.
 - b) Property units described in sufficient detail to permit identification and location and to allow for physical verification of existence.
 - c) Property units will be identified with construction costs to establish the original cost for capitalization and retirement accounting.
 - d) Records shall contain the age and life of property units which includes original cost, description and age of property units.
 - e) Source documentation supporting the cost and quantities shall be verified maintained for a period of 6 years.
 - f) Maps will be discussed if they contain the description of the unit, its location, and the year of its construction. Units must also be reference to their original cost.

Mr. Kevin Driscoll
Proposal for PSC Notice of CPR Requirement
June 20, 2024
Page 2

- Task 1.05 Submit this proposal along with any additional correspondence that is required of the PSC to satisfy Order Point 5.
- Task 1.06 R/M will work with the Village to determine how they want to organize PSC data and moving forward.

R/M proposed to complete Tasks 1.01 – 1.05 on a Times and Materials basis not to exceed **\$6,500**. We will not exceed this amount without your prior approval. Task 1.06 will be completed on a separate proposal once the Village has received approval of the proposal to satisfy Order Point 5 from the PSC.

The above-described professional services will be provided to you in accordance with the attached three page **RM Standard Terms & Conditions** dated January 1, 2024, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

We look forward to this opportunity to work with the Village. To further discuss your needs, proposed scope, or anything else, please reach out to me at BGysbers@ruekert-mielke.com or (262) 953-4156.

Respectfully,

RUEKERT & MIELKE, INC.

Bridgot A. Gysbers
Economic Consultant
bgysbers@ruekert-mielke.com

BAG:cal

Enclosure(s)

cc: Tim Anderson, Ruekert & Mielke, Inc.
 Erin Schultz, Ruekert & Mielke, Inc.
 Ryan Amtmann, Ruekert & Mielke, Inc.

PROPOSAL TO ASSIST WITH PSC NOTICE OF CPR REQUIREMENT
DOCKET 2210-WR-106, ORDER POINT 5
Between Village of Germantown
and
Ruekert & Mielke, Inc.
Dated June 20, 2024

CLIENT:

Village of Germantown

By: _____

Title: _____

Date: _____

CONSULTANT:

Ruekert & Mielke, Inc.

Signature: _____
Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: June 20, 2024

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: Bridgot Gysbers

Title: Economic Consultant

Phone Number: (262) 953-4162

A. Standards of Performance

The standard of care for all Consultant services performed or furnished Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Designated Representatives

With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Consultant

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Client by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Consultant's standard hourly rates are subject to annual adjustment.

D. Ownership and Reuse of Documents

All documents and services prepared or furnished by Consultant pursuant to this Agreement are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse) whether or not the Project is completed. Consultant grants Client a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Client shall be at Client's sole risk; and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Client or by others acting through Client.

E. Permits and Approvals

It is the responsibility of the Client to obtain all necessary permits and approvals for the Project. Consultant will assist the Client in obtaining permits and approvals as mutually agreed to in writing.

F. Opinions of Probable Cost

Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction costs, then Client agrees to obtain an independent cost estimate.

G. Client and Third Party Provided Information

Consultant shall have the right to rely on the accuracy of any information provided by Client and third parties. Consultant will not review this information for accuracy.

H. Access

Client shall arrange for safe access to and make all provisions for Consultant and Consultant's subconsultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

I. Construction Observation

Consultant will observe the work as agreed to for general compliance with the construction documents. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Consultant has no stop work authority. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

J. Environmental

The parties acknowledge that Consultant's services do not include any services related to unknown or undisclosed Constituents of Concern. Consultant assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

K. Termination of Contract

1. Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. Client may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Client with 30 days written notice.
3. Consultant may terminate this Agreement for cause with 7 days written notice (a) if Consultant is requested to furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, or (d) as the result of the presence of undisclosed Constituents of Concern. Consultant will have no liability to Client on account of any termination by Consultant for cause.
4. In the event of any termination, Client shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

L. Insurance

Consultant will maintain insurance at a minimum in the amounts following. Insurance certificates will be provided if requested by Client.

- General Liability \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
- Auto Liability \$1,000,000 Combined Single Limit
- Workers Compensation Statutory
- Employers Liability \$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
- Umbrella \$1,000,000 Occurrence / Aggregate
- Professional Liability \$1,000,000 Per Claim / Aggregate

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, and subconsultants in the performance of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and subconsultants from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.
4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Client and Consultant in paragraph N. "Limit of Liability," of this Agreement.

N. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the total amount of \$1,000,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

O. Consequential Damages

To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, consultants and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

P. Third Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or the Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

Q. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

R. Hold Harmless

Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce the Consultant's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

S. Consultant's Services

Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

T. Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the right to terminate this Agreement in accordance with the Termination provision hereof.

U. Delays

Consultant shall not be liable for any loss or damage arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; pandemics, failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

V. Entire Agreement

This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

W. Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for purposes of this Agreement.

X. Dispute Resolution

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice, prior to invoking mediation. Subsequent to negotiation, Client and Consultant agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. Client and Consultant agree to participate in the mediation process in good faith and on a confidential basis.

Y. Governing Law

This Agreement will be governed by the laws of the state in which the project is located.

Z. Definitions

1. Contractor - Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

2. Constituent of Concern – any substances, including without limitation asbestos, asbestos-containing materials, toxic or hazardous substances, PFASs, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable state, provincial or federal statutes), pollutants, viruses, bacteria or pathogens of any kind, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

END OF DOCUMENT

Page 3 of 3 pages

(Ruekert & Mielke, Inc. Standard Terms and Conditions)

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: November 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Approval to purchase a replacement 20 hp submersible sewage pump from Flygt USA for Lift Station 7 in the amount of \$23,585.60.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

The pump being replaced is an original pump from the original Lift 7 which went online in 1993. Over its lifecycle, it has been overhauled one time by Xylem Water and twice by utility staff. It is no longer a cost-effective option to rebuild it after 31 years of service. Replacement parts are estimated to cost \$17,827.92. A new Flygt NP-3135.095 20 horsepower submersible pump with warranty will cost \$23,585.60.

Funding for the replacement pump will come from account 6000000-182420 Electric Pumping Equipment.

ATTACHMENT:

STAFF RECOMMENDATION:

Approval to purchase a replacement 20 hp submersible sewage pump from Flygt USA for Lift Station 7 in the amount of \$23,585.60.

ACTION BY Committee:



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-566736-45572.688LT

Issued: 10/07/2024

Quote Expiration: 11/06/2024

Estimated Contract Start Date: 02/15/2025

Account Number: 110380

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Germantown Police Department - WI N112 W16877 Mequon Road Germantown, WI 53022-3207 USA	Germantown Police Department - WI N112 W16877 Mequon Road Germantown WI 53022-3207 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lauren Talley Phone: (206) 788-8713 Email: ltalley@axon.com Fax:	Patrick Merten Phone: 262-253-7780 Email: Fax: (262) 253-7787

Quote Summary

Program Length	47 Months
TOTAL COST	\$66,865.64
ESTIMATED TOTAL W/ TAX	\$66,865.64

Discount Summary

Average Savings Per Year	\$8,939.40
TOTAL SAVINGS	\$35,012.65

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$19,263.41	\$0.00	\$19,263.41
Dec 2025	\$15,867.41	\$0.00	\$15,867.41
Dec 2026	\$15,867.41	\$0.00	\$15,867.41
Dec 2027	\$15,867.41	\$0.00	\$15,867.41
Total	\$66,865.64	\$0.00	\$66,865.64

Quote Unbundled Price:	\$101,878.29
Quote List Price:	\$66,861.41
Quote Subtotal:	\$66,865.64

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	TRUE UP - BWC HARDWARE FINANCING	4	13		\$23.30	\$23.30	\$1,211.60	\$0.00	\$1,211.60
100847	TRUE UP - TASER 10 CERTIFICATION W/VR	8	13		\$47.09	\$47.09	\$4,897.36	\$0.00	\$4,897.36
BWCamTAP	Body Worn Camera TAP Bundle	4	47	\$48.27	\$33.13	\$33.13	\$6,228.44	\$0.00	\$6,228.44
C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	8	47	\$186.41	\$100.85	\$100.85	\$37,919.60	\$0.00	\$37,919.60
A la Carte Hardware									
H00001	AB4 Camera Bundle	4			\$849.00	\$849.00	\$3,396.00	\$0.00	\$3,396.00
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	47		\$26.51	\$26.51	\$7,475.82	\$0.00	\$7,475.82
BasicLicense	Basic License Bundle	5	47		\$15.91	\$15.92	\$3,741.20	\$0.00	\$3,741.20
ProLicense	Pro License Bundle	1	47		\$42.42	\$42.46	\$1,995.62	\$0.00	\$1,995.62
Total							\$66,865.64	\$0.00	\$66,865.64

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	01/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	5	1	01/15/2025
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	5	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100126	AXON VR - TACTICAL BAG	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	8	2	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	8	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100396	AXON TASER 10 - MAGAZINE - INERT RED	8	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	160	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100401	AXON TASER 10 - CARTRIDGE - INERT	80	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	8	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100748	AXON VR - CONTROLLER - TASER 10	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	101294	AXON VR - TABLET	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	101300	AXON VR - TABLET CASE	1	1	01/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	8	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	70	1	01/15/2026
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	4	1	06/15/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	01/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	60	1	01/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	07/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	07/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	07/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	07/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	01/15/2028
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	70	1	01/15/2028
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	4	1	12/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	5	02/15/2025	01/14/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	5	02/15/2025	01/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101180	AXON TASER - DATA SCIENCE PROGRAM	8	02/15/2025	01/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/15/2025	01/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	8	02/15/2025	01/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	8	02/15/2025	01/14/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	02/15/2025	01/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	02/15/2025	01/14/2029
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	02/15/2025	01/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION WITH VR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	8
BUNDLE - TASER 10 CERTIFICATION WITH VR	101193	AXON TASER - ON DEMAND CERTIFICATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	4	01/15/2026	01/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	01/15/2026	01/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	1	01/15/2026	01/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	8	01/15/2026	01/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	01/15/2026	01/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	01/15/2026	01/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	01/15/2026	01/14/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	8	01/15/2026	01/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/15/2026	01/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	N112 W16877 Mequon Road	Germantown	WI	53022-3207	USA
2	N112 W16877 Mequon Road	Germantown	WI	53022-3207	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront HW + PSO	H00001	AB4 Camera Bundle	4	\$3,396.00	\$0.00	\$3,396.00
Year 1 - COTERM	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	8	\$1,224.34	\$0.00	\$1,224.34
Year 1 - COTERM	73352	TRUE UP - BWC HARDWARE FINANCING	4	\$302.90	\$0.00	\$302.90
Year 1 - COTERM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	\$1,868.96	\$0.00	\$1,868.96
Year 1 - COTERM	BasicLicense	Basic License Bundle	5	\$935.30	\$0.00	\$935.30
Year 1 - COTERM	BWCamTAP	Body Worn Camera TAP Bundle	4	\$1,557.11	\$0.00	\$1,557.11
Year 1 - COTERM	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	8	\$9,479.90	\$0.00	\$9,479.90
Year 1 - COTERM	ProLicense	Pro License Bundle	1	\$498.90	\$0.00	\$498.90
Total				\$19,263.41	\$0.00	\$19,263.41

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	8	\$1,224.34	\$0.00	\$1,224.34
Year 2	73352	TRUE UP - BWC HARDWARE FINANCING	4	\$302.90	\$0.00	\$302.90
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	\$1,868.96	\$0.00	\$1,868.96
Year 2	BasicLicense	Basic License Bundle	5	\$935.30	\$0.00	\$935.30
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	4	\$1,557.11	\$0.00	\$1,557.11
Year 2	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	8	\$9,479.90	\$0.00	\$9,479.90
Year 2	ProLicense	Pro License Bundle	1	\$498.90	\$0.00	\$498.90
Total				\$15,867.41	\$0.00	\$15,867.41

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	8	\$1,224.34	\$0.00	\$1,224.34
Year 3	73352	TRUE UP - BWC HARDWARE FINANCING	4	\$302.90	\$0.00	\$302.90
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	\$1,868.96	\$0.00	\$1,868.96
Year 3	BasicLicense	Basic License Bundle	5	\$935.30	\$0.00	\$935.30
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	4	\$1,557.11	\$0.00	\$1,557.11
Year 3	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	8	\$9,479.90	\$0.00	\$9,479.90
Year 3	ProLicense	Pro License Bundle	1	\$498.90	\$0.00	\$498.90
Total				\$15,867.41	\$0.00	\$15,867.41

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100847	TRUE UP - TASER 10 CERTIFICATION W/VR	8	\$1,224.34	\$0.00	\$1,224.34
Year 4	73352	TRUE UP - BWC HARDWARE FINANCING	4	\$302.90	\$0.00	\$302.90
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	\$1,868.96	\$0.00	\$1,868.96
Year 4	BasicLicense	Basic License Bundle	5	\$935.30	\$0.00	\$935.30
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	4	\$1,557.11	\$0.00	\$1,557.11
Year 4	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	8	\$9,479.90	\$0.00	\$9,479.90
Year 4	ProLicense	Pro License Bundle	1	\$498.90	\$0.00	\$498.90
Total				\$15,867.41	\$0.00	\$15,867.41

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/7/2024





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-602158-45572.688LT

Issued: 10/07/2024

Quote Expiration: 11/06/2024

Estimated Contract Start Date: 02/15/2025

Account Number: 110380

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Germantown Police Department - WI N112 W16877 Mequon Road Germantown, WI 53022-3207 USA	Germantown Police Department - WI N112 W16877 Mequon Road Germantown WI 53022-3207 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lauren Talley Phone: (206) 788-8713 Email: ltalley@axon.com Fax:	Patrick Merten Phone: 262-253-7780 Email: Fax: (262) 253-7787

Quote Summary

Program Length	46.5484 Months
TOTAL COST	\$26,250.59
ESTIMATED TOTAL W/ TAX	\$26,250.59

Discount Summary

Average Savings Per Year	\$2,445.30
TOTAL SAVINGS	\$9,485.41

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$8,830.64	\$0.00	\$8,830.64
Dec 2025	\$5,806.65	\$0.00	\$5,806.65
Dec 2026	\$5,806.65	\$0.00	\$5,806.65
Dec 2027	\$5,806.65	\$0.00	\$5,806.65
Total	\$26,250.59	\$0.00	\$26,250.59

Quote Unbundled Price:	\$35,736.00
Quote List Price:	\$26,475.12
Quote Subtotal:	\$26,250.59

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	2	14		\$108.00	\$108.00	\$3,024.00	\$0.00	\$3,024.00
Fleet3A	Fleet 3 Advanced	2	47	\$348.00	\$249.48	\$247.09	\$23,226.59	\$0.00	\$23,226.59
Total							\$26,250.59	\$0.00	\$26,250.59

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	2	1	01/15/2025
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	2	1	01/15/2025
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	2	1	01/15/2025
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	2	1	01/15/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	2	1	01/15/2025
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	2	1	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	2	02/15/2025	12/31/2028
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	2	02/15/2025	12/31/2028
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	2	02/15/2025	12/31/2028
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	4	02/15/2025	12/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	2	01/15/2026	12/31/2028
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	01/15/2026	12/31/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	N112 W16877 Mequon Road	Germantown	WI	53022-3207	USA

Payment Details

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	2	\$3,024.00	\$0.00	\$3,024.00
Year 1	Fleet3A	Fleet 3 Advanced	2	\$5,806.64	\$0.00	\$5,806.64
Total				\$8,830.64	\$0.00	\$8,830.64

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	2	\$5,806.65	\$0.00	\$5,806.65
Total				\$5,806.65	\$0.00	\$5,806.65

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	2	\$5,806.65	\$0.00	\$5,806.65
Total				\$5,806.65	\$0.00	\$5,806.65

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	2	\$5,806.65	\$0.00	\$5,806.65
Total				\$5,806.65	\$0.00	\$5,806.65

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

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Signature

Date Signed

10/7/2024



VILLAGE OF GERMANTOWN

Public Hearing November 18, 2024

2025 PROPOSED BUDGET SUMMARY GENERAL FUND

(as Required by Section 65.90(3))

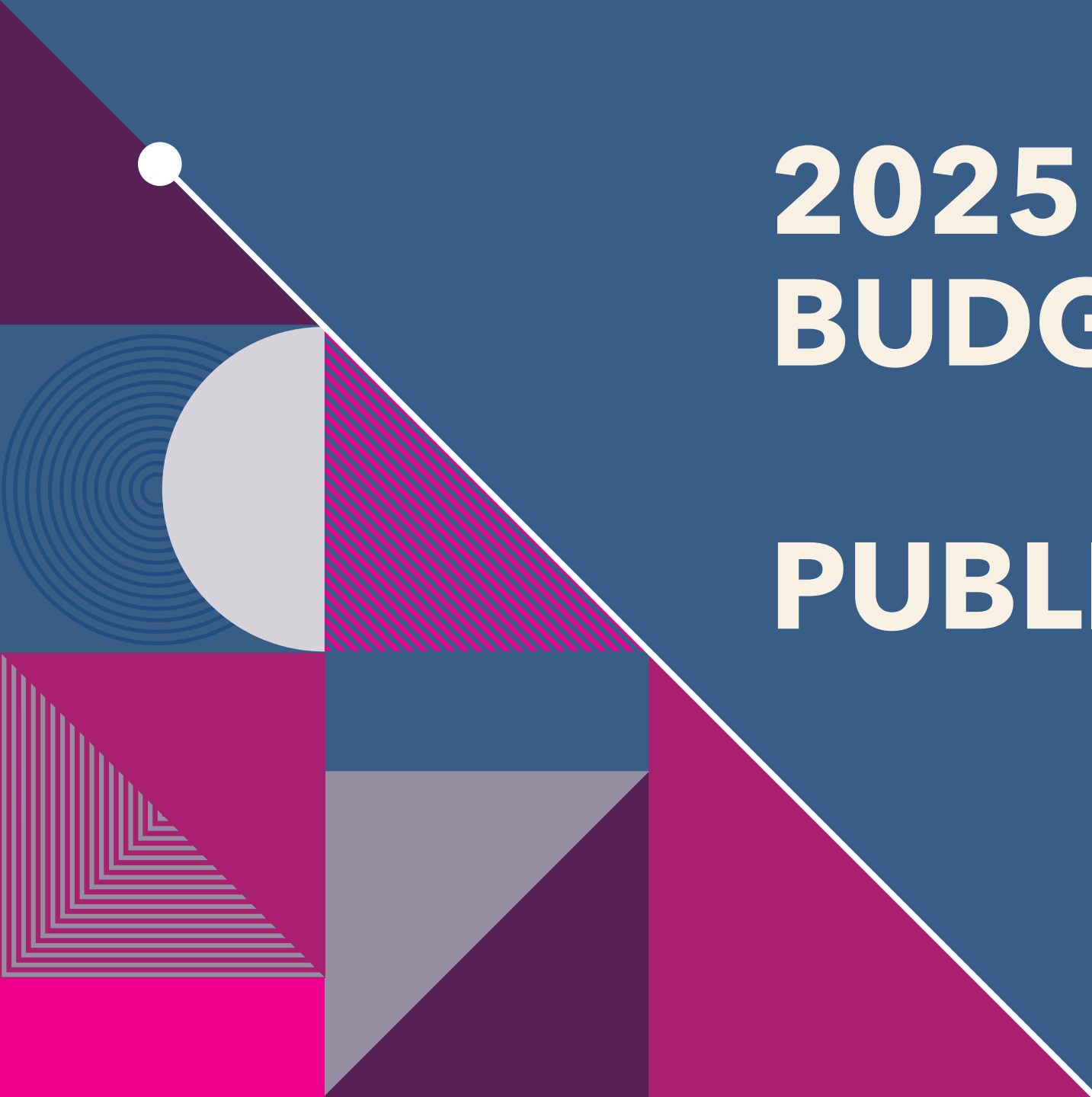
RESIDENTS AND TAXPAYERS OF THE VILLAGE OF GERMANTOWN PLEASE NOTE that a public hearing on the proposed 2025 budget will be held at 7:00 p.m. on November 18, 2024 at the Germantown Village Hall, N112 W17001, Mequon Rd, Germantown WI, 53022. This is a proposed budget, the final levy amount may increase or decrease depending on the majority vote of the board members at the meeting.

The Village of Germantown's detail 2025 budget proposal is available for public inspection at the Germantown Village Clerk's Office Office, 8:00 a.m - 4:00 p.m. Monday - Friday, and online at the Village's website - www.germantownwi.gov

	2024 Budget as Amended	2024 Estimated Year End	2025 Proposed	Percent Change Increase (Decrease) over prior budget
Revenues:				
Taxes (other than property taxes)	1,280,849	1,280,849	1,318,283	2.92%
Intergovernmental revenues	3,747,752	3,747,752	4,014,168	7.11%
Licenses and permits	1,071,630	1,071,630	923,280	-13.84%
Fines, forfeits and penalties	164,500	164,500	155,500	-5.47%
Public charges for services	2,551,338	2,551,338	2,431,788	-4.69%
Miscellaneous	516,243	516,243	397,516	-23.00%
Total Revenues	9,332,312	9,332,312	9,240,535	-0.98%
Expenditures:				
General government	1,422,610	1,422,610	1,174,863	-17.41%
Public safety	9,730,330	9,730,330	11,551,608	18.72%
Public works	5,900,238	5,900,238	6,101,871	3.42%
Culture, recreation and education	2,460,520	2,460,520	2,486,956	1.07%
Conservation and development	864,330	864,330	751,792	-13.02%
Transfers Out	0	0	0	0.00%
Total Expenditures	20,378,028	20,378,028	22,067,090	8.29%
Excess (deficiency) of revenues over expenditures	(11,045,716)	(11,045,716)	(12,826,555)	
Local property taxes	11,045,716	11,045,716	12,826,555	16.12%
Net increase (decrease) in fund balance	0	0	0	
Fund Balance - Beginning of Year	6,379,357	6,379,357	6,379,357	
FUND BALANCE - END OF YEAR	6,379,357	6,379,357	6,379,357	

Proposed Tax Levy	2024	2025	% Levy Change	\$ Amount
By Fund	Budget	Budget		Difference
GENERAL FUND	11,045,716	12,826,555	16.12%	1,780,839
DEBT SERVICE	4,823,265	4,823,265	0.00%	0
TOTAL LEVY	15,868,981	17,649,820	11.22%	1,780,839

VILLAGE OF GERMANTOWN						
2025 PROPOSED BUDGET SUMMARY ALL FUNDS						
(as Required by Section 65.90(3))						
Following are the proposed budgets for all funds of the Village for Budget Year 2025						
Fund	Total Revenue	Total Expenditure	Excess/Deficit	Projected	Projected	Property Tax
				Balance Jan 1	Balance Dec 31	Contribution
General Fund	21,990,090	21,990,090	0	6,379,357	6,379,357	12,826,555
Special Revenue *	38,000	25,346	12,654	14,706	27,360	
Impact Fees (All)	120,950	0	120,950	651,465	772,415	
Debt Service	4,823,265	5,220,950	(397,685)	499,870	102,185	4,823,265
Capital Projects	6,664,000	6,664,000	0	3,322,739	3,322,739	
T.I.F. District #6	762,096	531,542	230,554	280,161	510,715	
T.I.F. District #7	2,516,622	2,973,723	(457,101)	415,466	(41,635)	
T.I.F. District #8	7,924,653	6,323,076	1,601,577	(2,430,183)	(828,606)	
T.I.F. District #9	394,872	205,006	189,866	(838,651)	(648,785)	
Water Utility	3,902,933	5,342,440	(1,439,507)	6,902,013	5,462,506	
Sewer Utility	7,817,300	8,596,931	(779,631)	8,565,905	7,786,274	
Village Health Plan	2,925,798	2,589,971	335,827	404,561	740,388	
Village Dental Plan	122,000	122,000	0	82,451	82,451	
Library Capital	23,000	0	23,000	906,816	929,816	
ARPA	0	323,340	(323,340)	389,454	66,114	
Total	60,025,579	60,908,415	(882,836)	25,546,130	24,663,294	17,649,820
NOTE: * Special Revenue Funds: Senior Van Replacement, Canine Fund, Historic Preservation, Recreation Facility Fee Fund, Honor Guard, Police Asset Forfeiture, Property Maintenance Fund, and Fire Department Explorer funds are shown as one total. Facility						
NOTE: Impact Fees:						
The Village's outstanding debt on December 31, 2024 is projected to be:				General Obligation Notes & Bonds	\$82,240,000	
				Utility Revenue Bonds	\$3,948,161	
					\$86,188,161	
	Impact Fee Budgets					
	2024	2025	Percent	2024	2025	Percent
	Revenue		Change	Expenditure		Change
	Police	19,500	13,500	-30.77%	0	0
Fire	25,800	18,800	-27.13%	0	0	0.00%
Library	10,000	8,650	-13.50%	0	0	0.00%
Recreation	35,000	30,000	-14.29%	0	0	0.00%
Water	25,000	50,000	100.00%	0	0	0.00%
Total	115,300	120,950	4.90%	0	0	0.00%

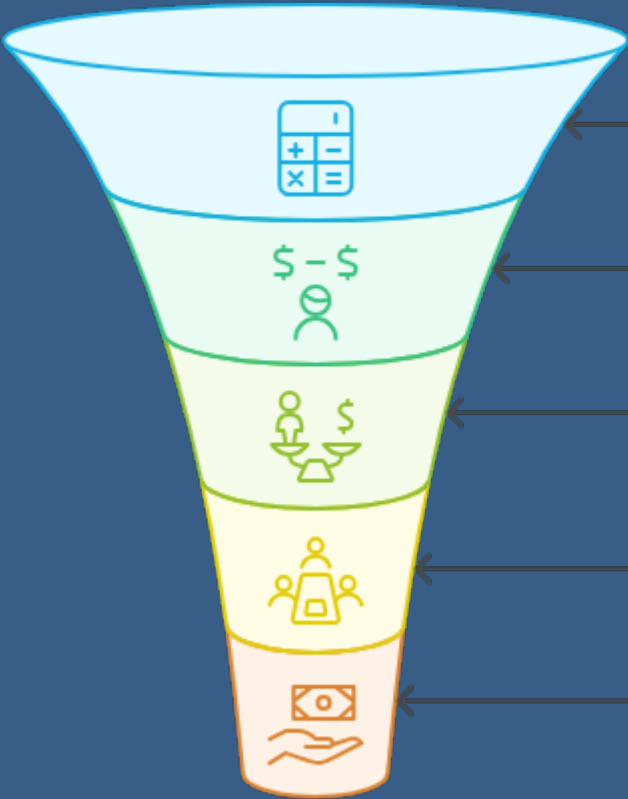


2025 BUDGET

PUBLIC HEARING

Village Budget Development Process

Initial Budget Materials



Compile Materials

Department Drafting

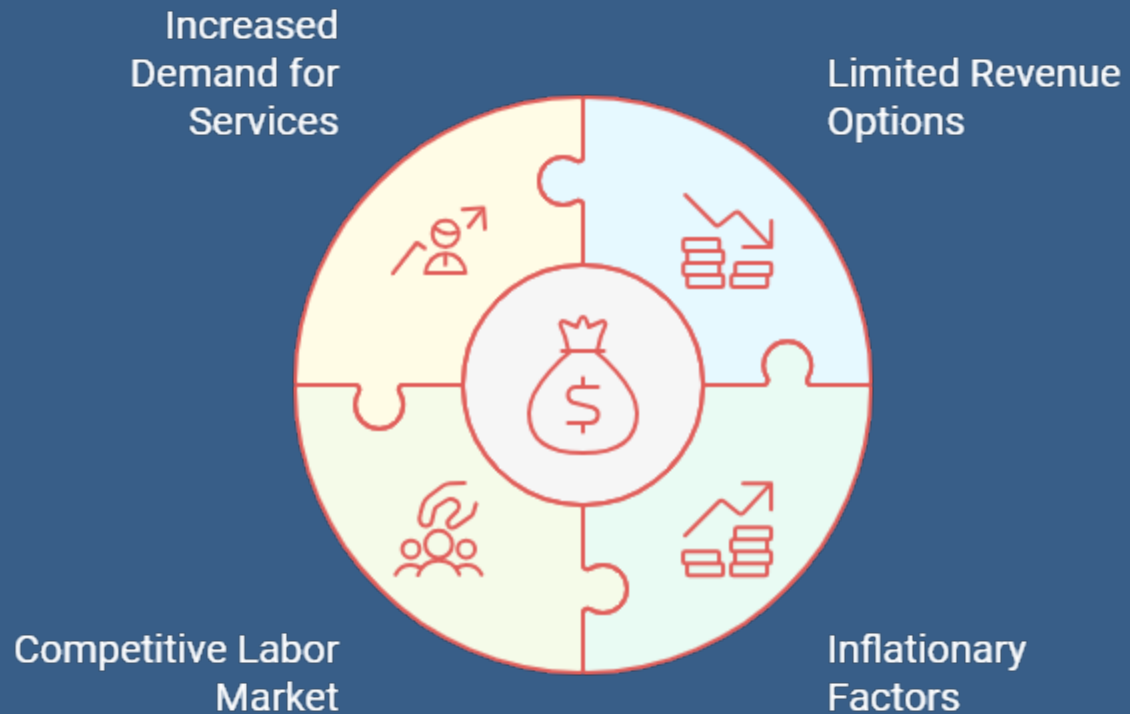
Review and Balance

Presentation and Changes

Adoption

Adopted Budget and Levy

BUDGET CHALLENGES



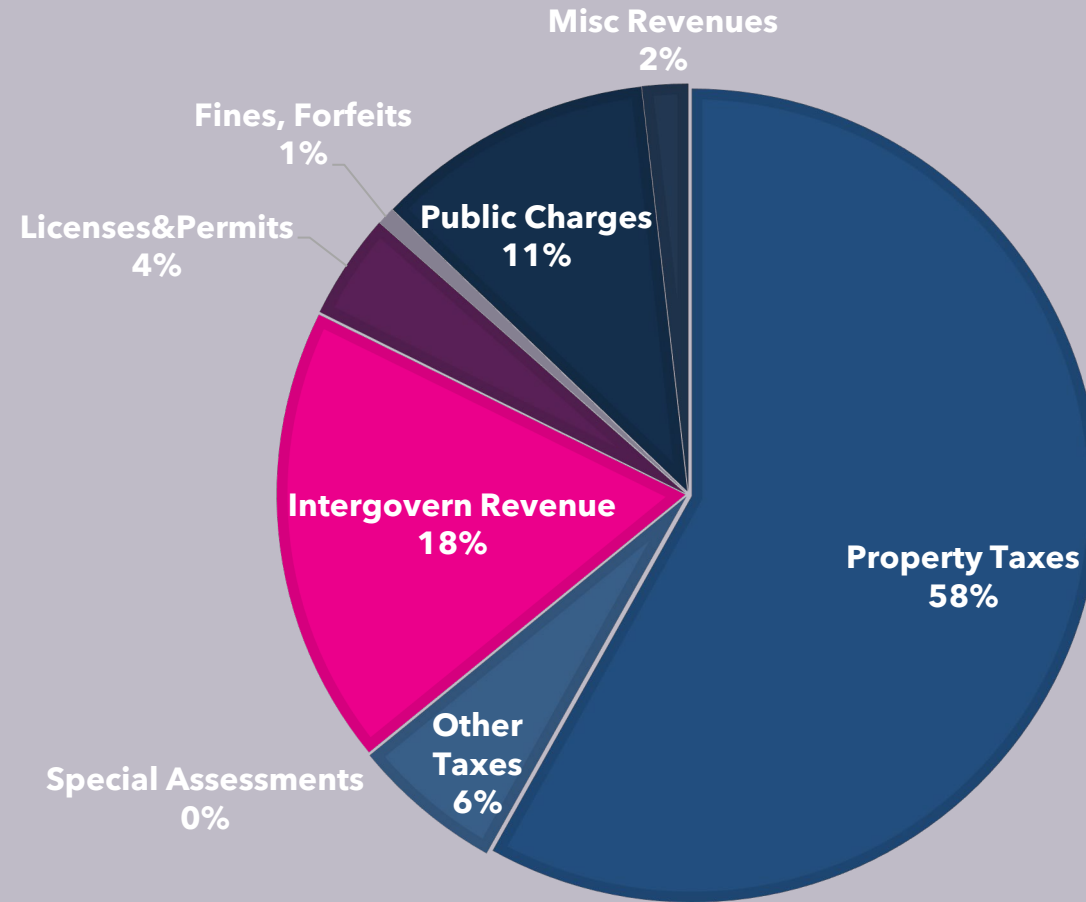
GENERAL FUND OVERVIEW

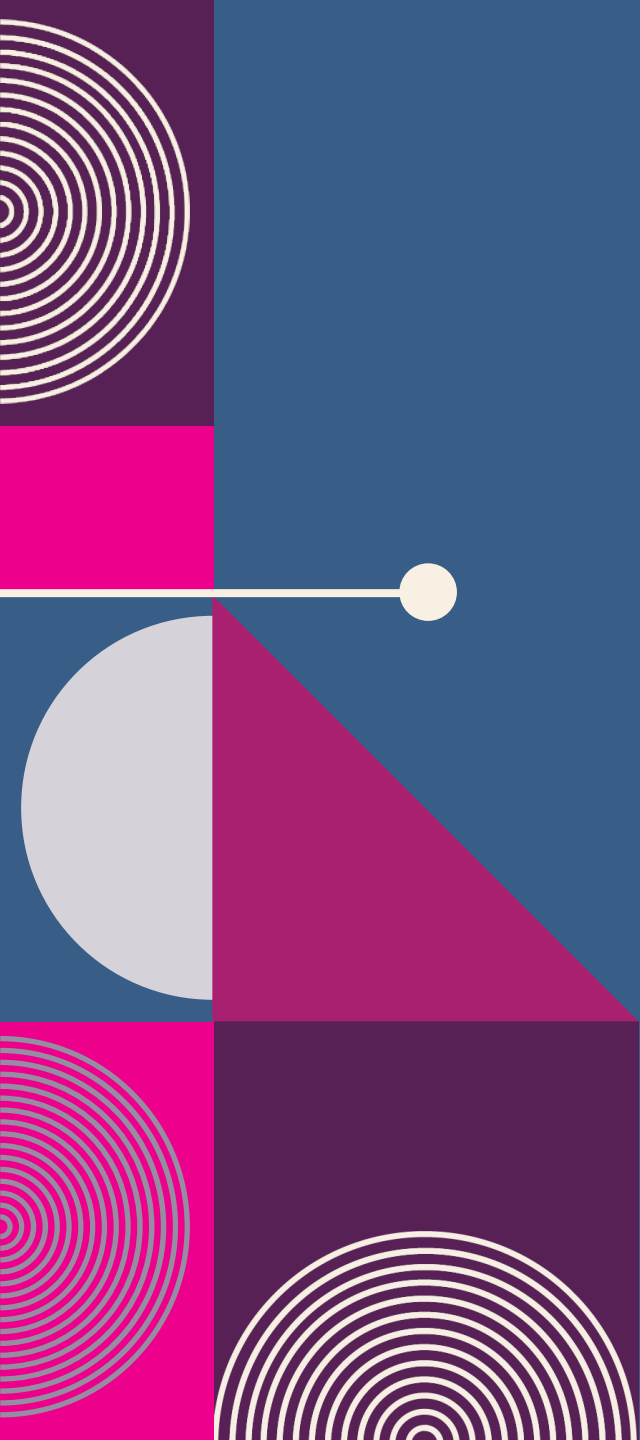
	<i>2024 Adopted</i>	<i>2025 Recommended</i>	<i>Change (\$)</i>	<i>Change (%)</i>
<i>Total General Fund Budget</i>	\$ 20,249,513	\$ 22,067,090	\$ 1,817,577	9.0%
<i>Total Tax Levy</i>	\$ 11,045,716	\$ 12,826,555	\$ 1,780,839	16.1%
<i>Other Revenues</i>	\$ 9,203,797	\$ 9,240,535	\$ 36,738	0.4%
<i>Assessed Value</i>	\$ 3,038,151,100	\$ 4,205,520,900	\$ 1,167,369,800	38.4%
<i>Local Tax Rate</i>	\$ 5.57	\$ 4.54	\$ (1.03)	-18.4%
<i>Estimated Residential Tax Bill*</i>	\$ 1,810	\$ 2,067	\$ 257	14.2%

*Village portion on a \$455,000 Assessed Single Family Property

GENERAL FUND REVENUES

■ Property Taxes ■ Other Taxes ■ Special Assessments ■ Intergovern Revenue
■ Licenses&Permits ■ Fines, Forfeits ■ Public Charges ■ Misc Revenues

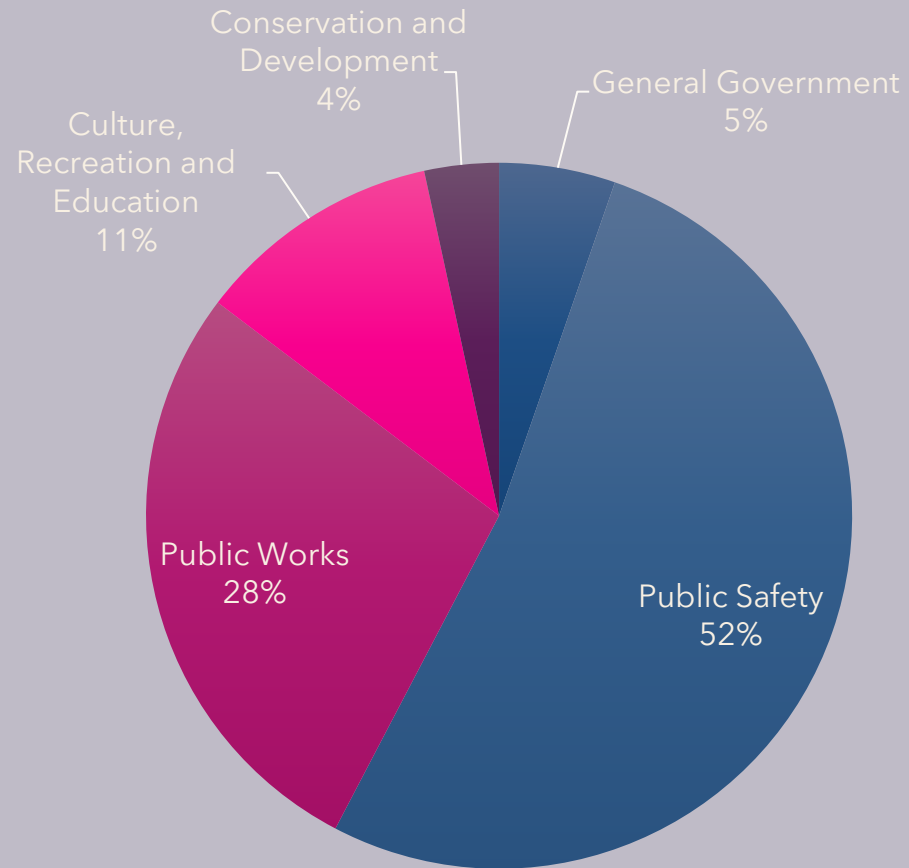


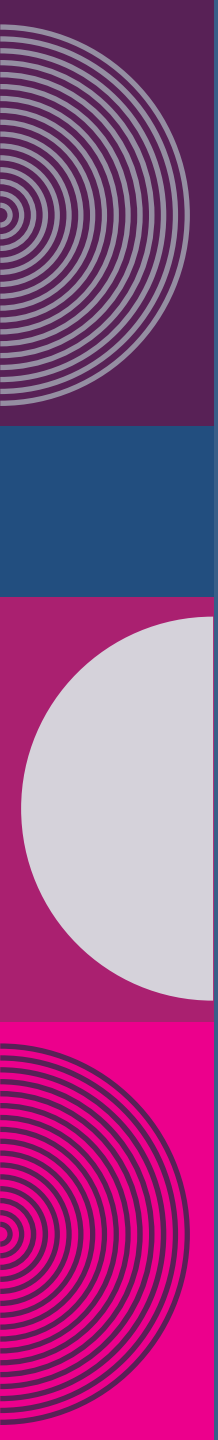


REVENUES HIGHLIGHTS

- April '24 Referendum - Increase in Tax Levy - \$1,449,468
- Net New Construction - 3.0% - \$331,371
- State Aid - \$266,416
- Decrease in all other revenue categories - \$(395,550)

GENERAL FUND EXPENDITURES





EXPENDITURE HIGHLIGHTS

Incorporates 2024 Referendum

- Ten additional Firefighters/EMS
- Four Additional Police Officers

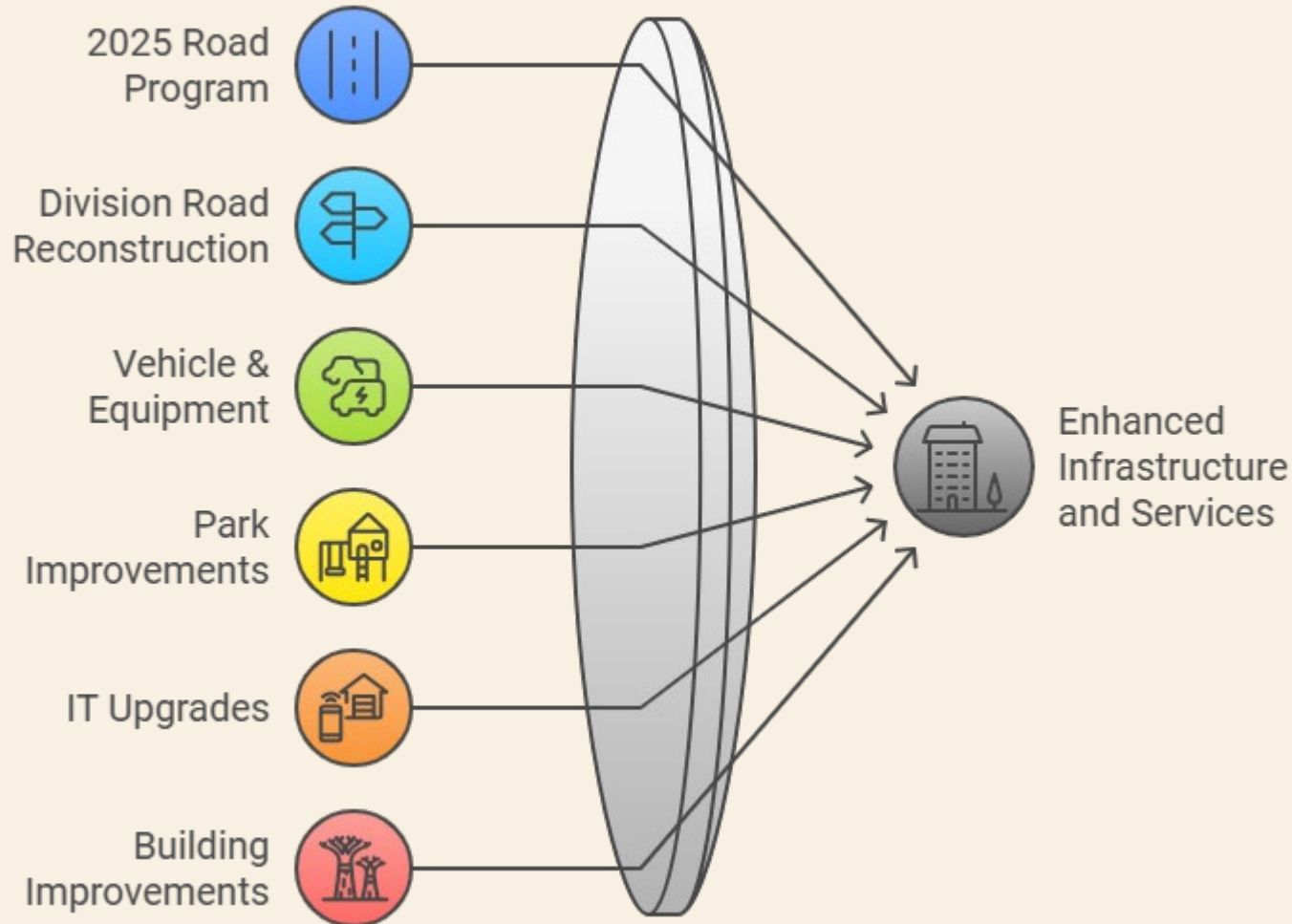
Increases in Library and Recreation Part-Time Salaries

- Library weekly hours 52 -> 59
- Expanded Recreation Programs

Investment in Staff

- 3% Performance Bonus for non-union staff
- Asset Manager Position in DPW

2025 CAPITAL PROJECTS OVERVIEW

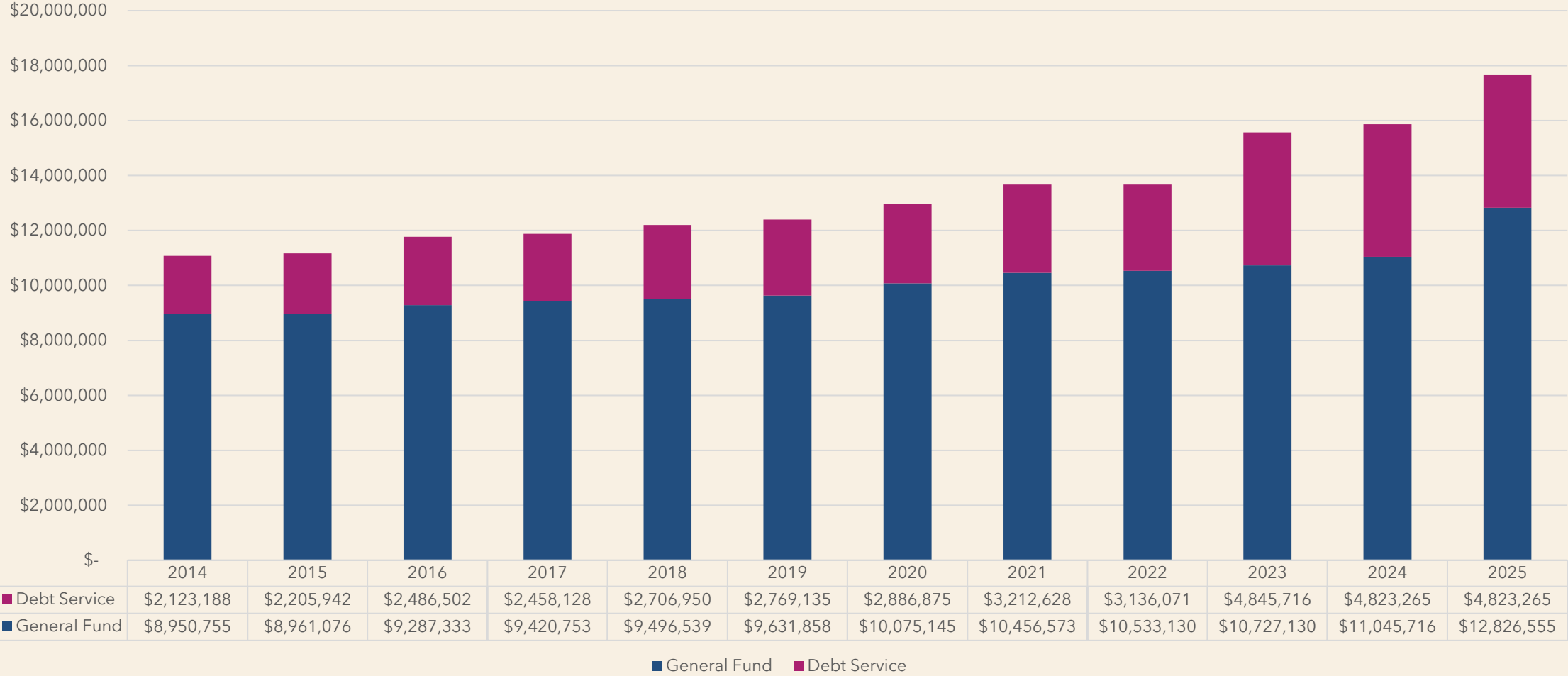


New Projects

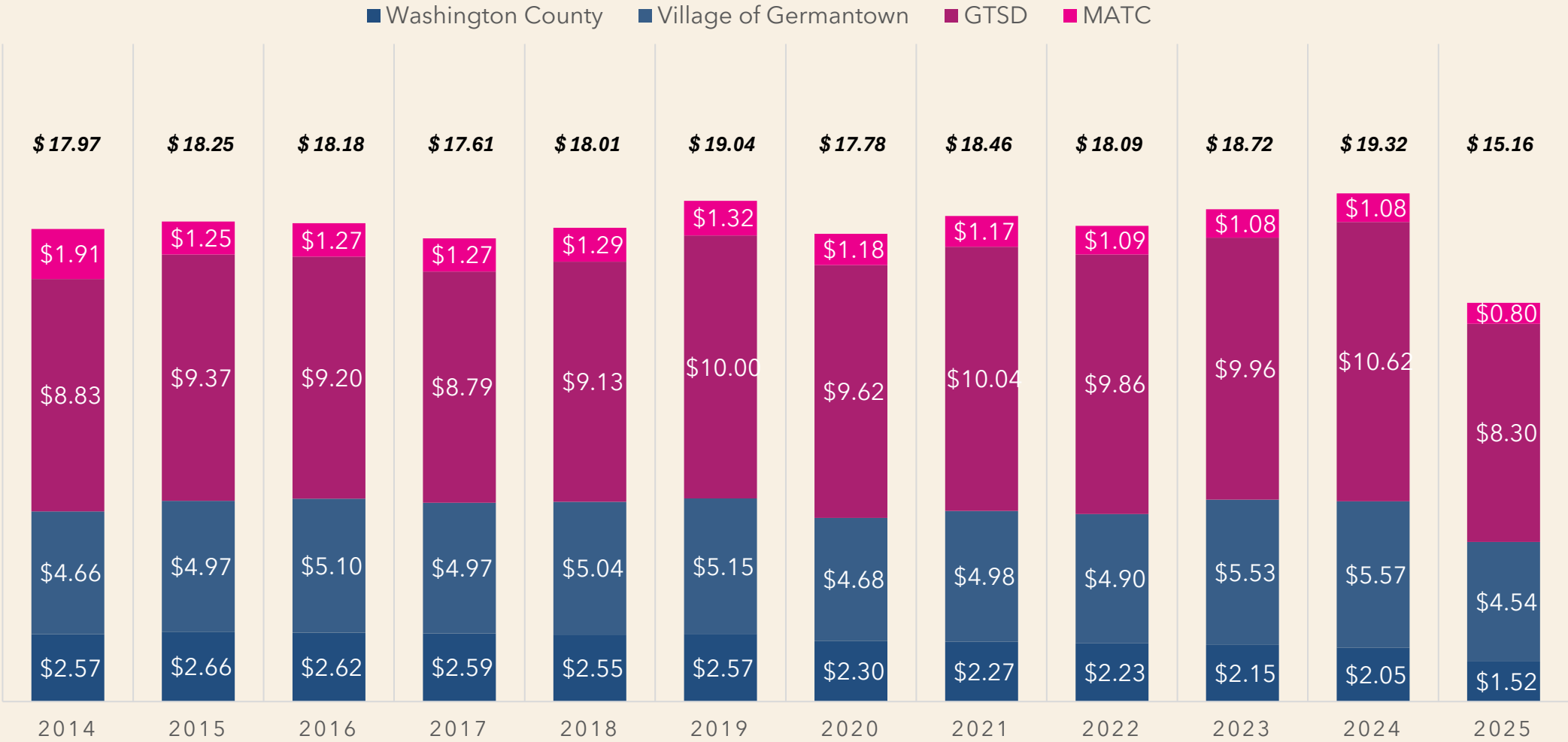
Cost

2025 Road Program	\$1,560,000
Division Road Reconstruction	\$3,850,000
Vehicle & Equipment	\$646,000
Park Improvements	\$ 163,000
IT Upgrades	\$190,000
Building Improvements	\$155,000
Stormwater Improvements	\$100,000

Village Property Tax Levy



TAX RATE



PROJECTED PROPERTY TAX BILL

		2024 Budget		2025 Budget		Difference
Mill Rate	\$	19.32	\$	15.16	\$	(4.16)
School Levy Credit	\$	(1.45)	\$	(1.45)	\$	-
Tax Rate	\$	17.87	\$	13.71	\$	(4.16)
Average Assessed Value	\$	325,000	\$	455,000	\$	130,000.00
Tax Bill As a result of Levy	\$	5,807.75	\$	6,238.05	\$	430.30
First Dollar Credit	\$	(73.89)	\$	(73.89)*	\$	-
Lottery & Gaming Credit	\$	(275.03)	\$	(275.03)*	\$	-
FINAL PROJECTED BILL	\$	5,458.83	\$	5,889.13	\$	430.30

THANK YOU



STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY
RESOLUTION NO. _____ -2024

A RESOLUTION APPROVING THE 2025 VILLAGE OF GERMANTOWN BUDGET

WHEREAS, the Committee of the Whole held budget review meetings on September 30, October 1, October 8, and October 15, 2024, to study, review, and consider the 2025 Village of Germantown Budget; and

WHEREAS, on Monday, November 18, 2024, the Village of Germantown Village Board held a public hearing to consider the 2025 Proposed Budget; and

WHEREAS, the Village of Germantown Village Board has carefully examined the proposed budget and supporting information and found them to be true and correct and to properly represent the income anticipated and the required expenditures of the Village and all funds and departments as set forth in the budget; and

WHEREAS, after careful review and discussion, on November 18, 2024, the Village of Germantown Village Board moved to recommend the adoption of Resolution **XX-2024** approving the 2025 Village of Germantown, Washington County, Wisconsin Budget as set forth in the attached schedule and made a part hereof inclusive of all funds including the General Fund, Capital Projects Funds, Special Revenue Funds, Debt Service Funds, the Water Utility, Wastewater Utility Fund, and the Health & Dental Employee Insurance Funds; and,

NOW THEREFORE BE IT RESOLVED by the Village Board of the Village of Germantown, Washington County, Wisconsin, hereby approves the budget of the Village of Germantown, Washington County, Wisconsin, for the year 2025 as set forth in the attached schedule and made a part hereof inclusive of all funds including the General Fund, Capital Projects Funds, Special Revenue Funds, Debt Service Funds, the Water Utility, Wastewater Utility Fund, and the Health & Dental Employee Insurance Funds.

Introduced by: _____

Vote: Ayes: _____ Nays: _____

Date Adopted:

Dean M. Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. _____ -2024

A RESOLUTION APPROVING LEVYING OF PROPERTY TAXES FOR VILLAGE
PURPOSES

WHEREAS, on Monday, November 18, 2024 the Village of Germantown Village Board met to consider levying taxes for Village purposes; and

WHEREAS, after careful review and consideration, the Village Board moved to recommend the adoption of Resolution XX-2024 approving that the amounts set forth in the 2025 Budget be levied as taxes against the taxable property of the Village of Germantown for General Fund Operations and Debt Service, for the purposes stated herein, and that the same be placed on the tax roll for the year 2024, collectible in 2025, and that the total levy is hereby determined to be \$17,649,820.

NOW THEREFORE BE IT RESOLVED, The Village Board of the Village of Germantown, Washington County, Wisconsin, hereby approves the amounts set forth in the 2025 Budget and that the same be placed on the tax roll for the year 2024, collectible in 2025, and that the total levy is hereby determined to be \$17,649,820.

Introduced by: _____

Vote: Ayes: _____ Nays: _____

Date Adopted:

Dean M. Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. _____ -2024

A RESOLUTION AUTHORIZING THE PLACEMENT OF SPECIAL CHARGES ON THE
2023 TAX ROLL AGAINST CERTAIN PROPERTIES

WHEREAS, certain services have been provided by the Village of Germantown, and have directly benefited specific properties within the Village, said services including water and sewer, special assessments and other miscellaneous charges for services provided during 2024; and,

WHEREAS, in specific instances, charges for services provided have not been paid, and no alternative arrangements have been reached to reimburse the Village for providing said services, or by mutual agreement, special assessment charges are to be placed on the tax roll as a means of collection; and,

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Washington County, Wisconsin, that for the Village to be reimbursed for the cost it has incurred in providing certain services, a listing of which is attached, hereto and made a part hereof, pursuant to Section 66.069, 66.076, 66.60 (16) and 66.98 Wisconsin Statutes, the Village Clerk is hereby authorized and directed to place such charges upon the 2024 Tax Roll for collection in 2024 and 2025.

Introduced by: _____

Vote: Ayes: _____ Nays: _____

Date Adopted:

Dean M. Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: November 18, 2024

PLACEMENT: Action Item

ITEM TITLE: 3 Year Subscription for the Police Department Phone System

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

The Village's contract with AT&T for the Police Department phone system is approaching expiration, prompting an essential transition from PRI (Primary Rate Interface) lines to SIP (Session Initiation Protocol) paths. Several key changes in telecommunication standards make this shift timely and cost-effective.

AT&T, the current provider of PRI lines for the Police Department, will increase rates by 150% once our contract expires on November 8, 2024. This increase is largely driven by an FCC mandate requiring telecommunications providers to phase out analog and copper-based lines, which support PRI connections. Copper infrastructure will be completely eliminated within the next 6-12 months, directly impacting the Village's existing system.

After consultation with Norcomm, the current manager of police landline phones, and CC3 Solutions, which assists AT&T clients in developing site-based service solutions, multiple pathways were explored. The goal is to maintain the functionality of the department's phones while reducing expenses and aligning with FCC guidelines. Currently, the Village pays \$602.78 per month for these phone lines. Due to the timing of this change, this is also on tonight's Village Board agenda. The initial Spectrum install will take between 30-60 days.

ATTACHMENT:

1. Village of Germantown Police Department SLA 11-7-24
2. Germantown PD Voice Options

STAFF RECOMMENDATION:

Given the FCC mandate, projected cost increases, and the benefits of SIP paths, a 3-year contract with Spectrum is recommended. Spectrum would install and maintain SIP Paths for the Police Department, leading to annual savings of \$4,528 and ensuring compliance with upcoming telecommunication infrastructure changes.

ACTION BY Committee:



Spectrum Enterprise AGENT ORDERS - CONTACTS

Enterprise Order Submission Template (Fiber/Hybrid Orders)	
TYPE OF ORDER: NEW	Master Agent: Telarus
Customer Name: Village of Germantown Police Department	Sub-Agent: Custom Communications III, LLC
Opportunity Number:	Decision Maker(Authorized Billing Contact): Erin Hirn
Site Survey Number:	Plant Type Delivery: Coax
Existing Account #: (MACD / UPGRADES)	
Right of Entry Contact (Autobuild or OtherAdressable Locations Only)	Erin Hirn, (262) 250-4750, ehirn@germantownwi.gov Ed Strautmanis, (262) 370-5545, eds@norcomm.us Pat Keegan, (314) 660-3481, pat@cc3solutions.com
Construction Contact/Client Project Manager	Erin Hirn, (262) 250-4750, ehirn@germantownwi.gov Ed Strautmanis, (262) 370-5545, eds@norcomm.us Pat Keegan, (314) 660-3481, pat@cc3solutions.com
Install Contact	Erin Hirn, (262) 250-4750, ehirn@germantownwi.gov Ed Strautmanis, (262) 370-5545, eds@norcomm.us Pat Keegan, (314) 660-3481, pat@cc3solutions.com
Technical Contact	Erin Hirn, (262) 250-4750, ehirn@germantownwi.gov Ed Strautmanis, (262) 370-5545, eds@norcomm.us Pat Keegan, (314) 660-3481, pat@cc3solutions.com
Have you attached this contract to the opportunity in Salesforce Portal ? If no, please upload and attach prior to sending this email.	Yes / No



Spectrum Enterprise Service Agreement

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com> ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information

Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Tiffany Harris Telephone: 636-212-1233 Email Address: tiffany.a.harris@charter.com
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Customer Information

Customer Name (Exact Legal Name): Village of Germantown Police Department				
Street Address: N112W17001 Mequon Rd	Suite: 	City: Germantown	State: WI	Zip Code: 53022
Customer's Main Tel No.: (262) 250-4750		Fax No.: 		
Customer Contact Name: Erin Hirn	Tel No.: (262) 250-4750	E-mail: ehirn@germantownwi.gov		
Billing Address: N112W17001 Mequon Rd	Suite: 	City: Germantown	State: WI	Zip Code: 53022
Billing Contact Name: Erin Hirn	Tel No.: (262) 250-4750	E-mail: ehirn@germantownwi.gov		

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer: Village of Germantown Police Department	Charter Communications Operating, LLC By: Charter Communications, Inc. its Manager
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:

Z-LOCATION								
A-LOCATION								
Z-LOCATION								
TOTAL							\$ -	\$ -

SUMMARY OF INTERNET SERVICES - EVPL									
Service Location Address	Suite/ Floor	City	State	Zip	Speed	Order Term	Monthly Recurring Charges (MRC)	Install One-Time Charges (OTC)	Location Description
									AGGREGATION
									REMOTE CIRCUIT
									REMOTE CIRCUIT
									REMOTE CIRCUIT
									REMOTE CIRCUIT
									REMOTE CIRCUIT
TOTAL							\$ -	\$ -	

SUMMARY OF ETHERNET SERVICES - EPLAN									
Service Location Address	Suite/ Floor	City	State	Zip	Speed	Order Term	Monthly Recurring Charges (MRC)	Install One-Time Charges (OTC)	Metro/ Regional OR National
									NATIONAL
									NATIONAL
									NATIONAL
									NATIONAL
									NATIONAL
									NATIONAL
									NATIONAL
TOTAL							\$ -	\$ -	

VOICE SERVICES

SUMMARY OF VOICE SERVICES									
Service Location Address	Suite/ Floor	City	State	Zip	Monthly Recurring Charges (MRC)	Install One-Time Charges (OTC)	Services Ordered	Quantity	Order Term
N112W17001 Mequon Rd		Germantown	WI	53022	\$ 120.00	\$ 250.00	8 Channel SIP	1	36
N112W17001 Mequon Rd		Germantown	WI	53022	\$ 3.00	\$ -	60 DIDs	1	36
N112W17001 Mequon Rd		Germantown	WI	53022	\$ -	\$ -	3,000 LD MOUs	1	36
TOTAL					\$ 123.00	\$ 250.00			

ADDITIONAL INFORMATION FOR BUSINESS PHONE				
Telephone Number(s) / PRI Group Lead TN*	Service Location Address, City, State, Zip	E-911 Location (Floor/Suite) (If applicable)	Directory Listings? (Y/N)	Additional or Foreign Listing? (Y/N)**

* For Trunks (PRI/SIP) list the lead number of the trunk group and the associated E-911 Address.

** Additional and Foreign Listing charges apply/ Detail directory information to be collected at a later time by the Telephony Specialist.

ADDITIONAL INFORMATION FOR BUSINESS TOLL FREE			
Toll Free Number(s)	Primary Ring To Number	Additional Ring To Numbers? (Y/N)**	National Directory Listings? (Y/N)

***Additional charges apply/ Additional ring to numbers and other routing information will be collected at a later time by the Telephony Specialist.

COAX DATA/VIDEO SERVICES

SUMMARY OF BUSINESS INTERNET ACCESS										
Service Location Address	Suite/Floor	City	State	Zip	Monthly Recurring Charges (MRC)	Install One-Time Charges (OTC)	Order Term	Service Ordered	Speed	Quantity
TOTAL					\$ -	\$ -				

SUMMARY OF SPECTRUM BUSINESS TV & ENTERPRISE TV SERVICES										
Service Location Address	Suite/Floor	City	State	Zip	Monthly Recurring Charges (MRC)	Install One-Time Charges (OTC)	Order Term	Service Ordered	Speed	Quantity
TOTAL					\$ -	\$ -				

ADDITIONAL SERVICES										
Please use this section for any services not listed above.										
Service Location Address	Suite/Floor	City	State	Zip	Monthly Recurring Charges (MRC)	Install One-Time Charges (OTC)	Order Term	Service Ordered	Speed	Quantity
TOTAL					\$ -	\$ -				

1. TOTAL Monthly Recurring Charges

\$	123.00
\$	250.00

Total One Time Charges

Charges are due in accordance with monthly invoice

2. TAXES. Prices for Services do not include taxes, surcharges, or other fees.

3. **NO UNTRUE STATEMENTS.** Customer represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Spectrum contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.

4.

SPECIAL TERMS
(If Applicable)

The Parties have caused their duly authorized representatives to execute this Service Order.

CUSTOMER

Customer: Village of Germantown

Charter Communications Operating, LLC

By: Charter Communications, Inc., its Manager

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



Custom Caller ID for Trunks

"Spectrum" refers to Charter Communications Operating, LLC and its subsidiaries providing you the Services.

Thank you for choosing Spectrum. Your Spectrum Trunk service has additional Caller ID flexibility that allows you to configure your private branch exchange ("PBX") or similar premises equipment to send outbound Caller ID information and number(s) that are different from the telephone number associated with your Spectrum Trunk service.

However, when using Custom Caller ID, it is critical that the telephone number appearing on calls to 911 be an active Spectrum Phone or Trunk service telephone number that is assigned to you and that your on-premises equipment (e.g., PBX) is configured to route enhanced 911 ("E-911") calls to the appropriate public safety answering point with respect to the caller's location. Failure to comply with these requirements will delay E-911 call handling and emergency services response. For additional information about this enhancement, please contact your Spectrum Account Executive.

Please sign and date the following and return to Spectrum.

Customer Name: Village of Germantown Police Department

N112W17001 Mequon Rd

Authorized Customer Signature:

Date:

Service Order - Attachment A
PRI/SIP Services Detail

Customer Name: Village of Germantown Police Department

Additional Required Information for PRI/SIP

PRI Channels (23, 16,12 or 8) -->	8
Qty of DIDs (Ported / Native) -->	0 / 60
MOU Pkg (# of minutes) -->	3,000
Is PRI over FIBER or DOCSIS? -->	DOCSIS

Caller ID (15 Char Max - Alpha only)	*Trunk Inbound Call Blocking -->	
Germantown PD	*Trunk Outbound Call Blocking -->	

*Inbound Call Block: (COL) Collect, (TP) Third Party, (CTP) Collect and Third Party

*Outbound Call Block: (900) 900 Numbers, (Int) International, (900INT) 900 and International

Customer's election of call blocking can minimize potential exposure to fraud or unnecessary charges.

1 For BC PRI/SIP list the lead number of the PRI group and the associated E-911 address on the first line below.

Telephone Number(s) / PRI Group Lead TN1	Service Location Street Address	Service Location City, State ZIP	E-911 Location (Floor/Suite) (If applicable)	Call Privacy?	Additional or Foreign Listing? (Y/N)
If Customer is porting more than 20 #'s, you may submit a list using the "PRI-SIP-POR LIST" tab. Put "Please see attached list of TNs" on first line below.					
262-253-7780					
262-253-7781					
262-253-7782					
262-253-7783					
262-253-7784					
262-253-7788					
262-253-7790					
262-253-7791					
262-253-7792					
262-253-7793					
262-253-4079					
262-253-4091					
262-253-4030					
262-253-4047					
Toll Free Service		DIRECTORY LISTING Information			
Toll Free Number	Ring to Number:	Listed DID	Listed Name	Yellow Page Category	
		2622537780	Village of Germantown	Police Department	
<If Customer wants to be Non-Published Indicated that here>					

Notes:

Full DL: Village of Germantown Police Department

The above information is correct to the best of our knowledge.

Authorized Customer Signature:

Printed Name:

Title:

Date Signed:



**Spectrum™ Voice Service
E-911 Acknowledgment**

Customer Name: Village of Germantown Police Department

Billing Address: N112W17001 Mequon Rd

City	<u>Germantown</u>	State	<u>WI</u>	Zip	<u>53022</u>
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Please confirm that you understand this important information regarding E911 access and Spectrum Voice Service(1).

Spectrum Voice Service customer premise equipment (“CPE”) is electrically powered and, in the event of a power outage or Spectrum network failure, E-911 services may be unavailable. E-911 services provide a 911 operator with the caller's telephone number and location.

When you dial 911, your service address is automatically provided to an emergency services provider. Spectrum Voice Service CPE must not be moved to a new service address without first contacting Spectrum to identify your new service location. If you move the Spectrum Voice Service CPE to a new service address without authorization and dial 911, you will need to provide your address to the 911 operator or your call may be misdirected to the wrong location or wrong emergency provider.

During the first 72 hours after initiating service or advising us of an address change, if you dial 911, you must provide your new service address to the emergency operator. This is necessary to ensure emergency services are dispatched to your new service address because the emergency operator may not have the new service address in their records. In some locations, depending on the equipment used by local governments to provide 911 service, you will always need to convey the 911 service location information to the emergency operator.

You agree to specifically advise each end user of Spectrum Voice Service, prominently and using the highlighted language provided above, of the circumstances under which E-911 service may not be available through Spectrum Voice Service. You also agree to distribute E-911 Safety Stickers, as supplied by Spectrum, to all end users of the Spectrum Voice Service and instruct each end user to place an E-911 Safety Sticker on or near any telephone or other Communications-enabled equipment used in conjunction with the Service.

You must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Spectrum Voice Service is installed.

By signing my name below, I acknowledge that I have received and understand this Acknowledgement and agree to the obligations described above.

(Authorized Customer Signature) (Date Signed)

(Printed Name) (Title)

(1) “Spectrum” refers to Charter Communications Operating, LLC and its subsidiaries providing you the Services.

Not all products, pricing and services are available in all areas. Pricing and other terms may vary. Restrictions may apply.



**Spectrum™ Voice Service
Letter Of Authorization**

Company Name

Village of Germantown Police Department

Billing Address

N112W17001 Mequon Rd

Germantown

WI

53022

I want to change my service provider. By checking the boxes below, I designate Spectrum⁽¹⁾ to become my new voice service provider in place of my current provider(s) for the telephone number(s) identified on the attached Service Order Form.

☐ I want to change my Local Service Provider. By checking here and signing below, I authorize Spectrum to become my Local Service Provider in place of my current Local Service Provider for the telephone number(s) identified on the attached Service Order Form.

☐ I want to change my intraLATA (Local Toll) Service Provider. By checking here and signing below, I authorize Spectrum to become my intraLATA Service Provider in place of my current intraLATA Service Provider for the telephone number(s) identified on the attached Service Order Form.

☐ I want to change my interLATA (Long Distance) Service Provider. By checking here and signing below, I authorize Spectrum to become my interLATA Service Provider in place of my current interLATA Service Provider for the telephone number(s) identified on the attached Service Order Form. I understand that this authorization also designates Spectrum as my International Service Provider (does not apply in Hawaii).

Hawaii Clients Only:

☐ I want to change my International Service Provider. By checking here and signing below, I authorize Spectrum to become my International Service Provider in place of my current International Service Provider for the telephone number(s) identified on the attached Service Order Form.

I understand that I may choose only one Local, one intraLATA (Local Toll), one interLATA (Long Distance) and one International carrier for each telephone number on the attached Service Order Form. I confirm that Spectrum may notify my current Telephone Service Provider(s) of my request for Spectrum to become my new Service Provider and to obtain my Client account records from my current Telephone Service Provider(s).

I understand that I will not be charged a fee by Spectrum to change my service provider.

I am at least 18 years of age and I am authorized to change the service providers for the telephone numbers listed on the attached Service Order Form.

MY SIGNATURE ON THIS LETTER OF AUTHORIZATION DESIGNATES SPECTRUM TO ACT AS MY AGENT FOR PURPOSES OF THE PREFERRED CARRIER CHANGES DESIGNATED ABOVE AND AUTHORIZES SPECTRUM TO BECOME MY LOCAL, INTRALATA (LOCAL TOLL), INTERLATA (LONG DISTANCE), AND INTERNATIONAL TELEPHONE SERVICE PROVIDER.

(Authorized Client Signature)

(Date Signed)

(Printed Name)

(Title)

Note: To complete your order, you must confirm your service provider selection by checking the boxes next to each statement. Should you have any questions, please call your Spectrum account representative.

“Spectrum” refers to Charter Communications Operating, LLC and its subsidiaries providing you the Services.

Not all products, pricing and services are available in all areas. Pricing and other terms may vary. Restrictions may apply.

Letter of Agency (LOA)

By: ("Customer") Village of Germantown Police Department

By: ("Agent")

To: Charter Communications, LLC on behalf of itself and its Affiliates:

Customer has, on or prior to the date of this Letter, indicated below, entered into an agreement with Agent, whereby Agent is authorized to act on behalf of Customer in dealings between Customer and Charter Communications, LLC and its affiliates (Spectrum) solely with respect to with the provision of communications, data, information and other broadband services, including cable television. This authorization includes, but is not limited to the ability to present pricing and contracts, negotiate and order services as directed by Customer on Customer's behalf, as well as the ability to obtain Customer's proprietary network information ("CPNI").

Customer hereby authorizes **Agent** to: (Check all that apply)

- ☐ Obtain the billing information and customer service reports attributable to Customer from Charter with respect to Charter-provided services;
- ☐ Schedule service and repair calls with Charter;
- ☐ Receive and discuss Internet Protocol and network information (e.g. static IP addresses and configuration details) pertinent to Customer's account;
- ☐ Sign a telephone service Letter Of Agency ("LOA") on behalf of Customer which will be retained by Charter as evidence of Customer's authorization for any changes to their telephone service (Customer must also designate the Agent as an authorized user with their existing carrier);
- ☐ Receive and modify CPNI details including PIN and Security Code. **(Security Code access allows the Agent to perform any of the listed Agency tasks above).**

Customer may further authorize the Agent to perform the following in Customer's behalf so long as Agent is also not an Agent earning commission from Charter with respect to service orders with Charter placed on behalf of or by Customer:

- ☐ Sign on Customer's behalf orders for additional Services or changes to Services (may affect pricing);
- ☐ Sign new Service Agreements on behalf of Customer and obligating Customer to payment of associated charges.

Customer understands that parties to prior agreements with Customer may have the right to be notified separately, in writing, of the customer's intent not to renew such prior agreements, and that there may be penalties associated with the unilateral termination by Customer of preexisting agreements prior to their expiration.

This Letter of Agency and Authorization does not prevent Customer from acting on its own behalf, or from being contacted by parties with whom Customer has prior agreements during the term of such agreements.

Customer hereby releases and agrees to indemnify, defend, and hold Charter harmless from and against any damage, liability or loss resulting from Agent's dealings with Charter pursuant to this Letter of Agency and Authorization, including but not limited to Agent's unauthorized disclosure of Customer's proprietary or confidential information (including CPNI). Customer hereby waives any right or remedy against Charter pertaining to or arising from any such unauthorized disclosure by Agent and acknowledges and agrees that Customer shall look solely to Agent or other third parties for any such remedies or redress.

This Letter of Agency and Authorization shall remain in effect until the earlier of a period of thirty-six (36) months from the date of Customer's signature or until revoked in writing.

The undersigned acknowledges that he or she has read and understands the forgoing, and has full authority to execute this Letter of Agency on behalf of Customer.

Customer Authorization

Signature

Printed/Typed Name

Title

Contact Tel. No.

Dated _____

Budgetary Quote

Company: Village of Germantown PD



Current Services

	Service	MRC
PD Phone Lines	PRI - Expiring 11/8	\$ 602.78
	Total Monthly Recurring Cost	\$ 602.78

Proposed Options

		MRC	Notes
PD Phone Lines	Spectrum SIP Paths - Will have some time on PRI rack rate	\$ 120.00	\$4,548/year savings - 30 to 60 day install and has \$250 NRC
PD Phone Lines	10M ADIVB - Avoid any rack rate charge	\$ 499.00	Avoid any rack rate and now installation fee

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: November 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Annual Stop Loss Contract with Symetra

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

The Village recently conducted a comprehensive review of its stop-loss insurance policy to better manage high-cost claims and optimize funding for our health plan. Following a request for proposals (RFP) process led by USI in October, nine competitive bids were evaluated. Based on this analysis, the recommendation is to transition from our current provider, Sun Life, to Symetra, effective January 1, 2025. This change is expected to yield several strategic benefits:

1. **Cost Savings:** Switching to Symetra will save the Village approximately \$113,109 in guaranteed fixed costs, representing a 16.75% reduction for 2025.
2. **Lower Claims Liability:** The proposed contract offers a 0.98% reduction in total claims liability, estimated at \$19,603.
3. **Enhanced Contract Terms:** The new contract includes a favorable 50% rate cap for 2026 with a no-laser provision, ensuring that Symetra cannot add a laser to increase claims liability. This clause provides additional financial security for the Village.

These projected savings of \$116,000 are anticipated to positively impact our health plan funding and potentially increase the health plan fund balance in 2025. This recommendation supports the Village's fiscal health and positions us for improved insurance cost management moving forward and does not have any impact on services provided to village employees.

ATTACHMENT:

1. Symetra_r1 10.23.24 Firm thru 11.22.24
2. VOG Symetra Signature Page
3. \$50k Options(r3 - 2page)

STAFF RECOMMENDATION:

To approve the annual Stop Loss Contract with Symetra.

ACTION BY Committee:

Symetra Stop Loss

PROPOSAL PREPARED FOR

Village of Germantown

January 1, 2025

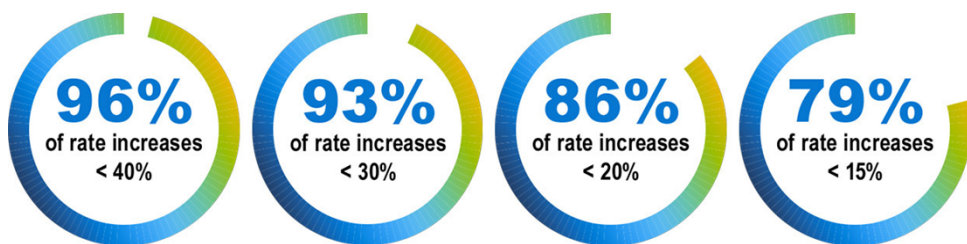
IN PARTNERSHIP WITH: BENEFITMALL

Consider the details ...

When choosing a stop loss carrier, you may be tempted to look at the numbers and simply go with the lowest bid. But just because it's the "best" price doesn't mean it's the best value. Some carriers offer a competitive rate but it's for a policy that conflicts with your plan document, potentially leaving you exposed to greater financial risk.

What can you expect when you work with Symetra?

We strive to build lasting partnerships through sustainable pricing. Symetra offers a best-in-class contract with no "gotchas" like late enrollee wording, medical necessity or experimental/investigational definitions to help avoid surprises. And our fast and fair claims practices mean you won't spend months waiting for a check.



Based on Symetra renewal data from June 1, 2022, to May 31, 2023.

A best-in-class policy backed by industry expertise

As an industry leader and stop loss pioneer, we're known across the nation for delivering outstanding claims support and clear, user-friendly policies that eliminate gaps between what plans cover and what is eligible for reimbursement.

What sets us apart

No surprises

- Our clear, straightforward policy pays according to the approved plan document with no internal limits or definitions that may conflict with the plan.
- No "reasonable and customary" limitation.
- No "actively-at-work" requirement.

Limited general exclusions

- Workers' compensation claims.
- Administrative fees.

Underwriting as partnership

- Our policy is flexible so you can tailor your coverage to meet the needs of your group.
- We do not terminate or non-renew due to poor claims experience.

Technology to make your job easier

- Our user-friendly online administration portal, Group Online (GO), provides 24/7 access to your policy information.

Fast and fair claim practices

- We pay claims quickly and have final authority on all claims decisions.
- Our claims examiners identify opportunities for cost containment and alternative treatment plans to help control costs without sacrificing quality of care.
- Catastrophic claims reviewed within 24 hours and processed within 48 hours through our Preferred ASO Claim Advance program.

Stop loss pioneer and industry leader

- Our team has decades of experience helping employers, brokers and administrators successfully navigate and protect their self-funded plans.
- The average tenure of a Symetra stop loss client is five years, with approximately 100 clients that have been with us for over 10 years (as of January 2023).

We know this business and can help protect yours

With over 45 years¹ of experience in the stop loss business, we have the foresight and expertise to help you navigate and protect your self-funded plan through even the most complex situations. We invite you to partner with us to see how our experienced team can be a resource for you.

Proposal Status: Final if accepted by 11/22/2024

SPECIFIC STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Contract Type		24/12	24/12	24/12
Annual Specific Deductible per Individual		\$50,000	\$60,000	\$75,000
Aggregating Specific Additional Plan Liability		\$45,000	\$45,000	\$45,000
Transplant Exclusion		No	No	No
No New Laser Option		Included	Included	Included
Maximum Lifetime Reimbursement		Unlimited	Unlimited	Unlimited
Maximum Policy Period Reimbursement		Unlimited	Unlimited	Unlimited
Reimbursement Percentage		100%	100%	100%
Quoted Rate(s) Per Month	Enrollment			
Single	36	\$190.40	\$167.84	\$141.94
Family	72	\$544.12	\$479.65	\$405.63
Estimated Annual Premium		\$552,372	\$486,924	\$411,782
Quoted Rate(s) include Commission of		0.00%	0.00%	0.00%

Proposal Status: Final if accepted by 11/22/2024

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Coverages		Medical, Rx	Medical, Rx	Medical, Rx
Contract Type		24/12	24/12	24/12
Aggregate Corridor		125%	125%	125%
Loss Limit per Individual		\$50,000	\$60,000	\$75,000
Maximum Annual Reimbursement		\$1,000,000	\$1,000,000	\$1,000,000
Reimbursement Percentage		100%	100%	100%
Estimated Annual Aggregate Deductible		\$1,999,266	\$2,064,709	\$2,139,852
Minimum Aggregate Deductible		\$1,999,266	\$2,064,709	\$2,139,852
Monthly Aggregate Claim Factors		Enrollment		
Medical, Rx Card				
Single	36	\$718.37	\$741.88	\$768.88
Family	72	\$1,954.78	\$2,018.77	\$2,092.24
Quoted Rate(s) per Month		Enrollment		
Total Composite	108	\$11.38	\$11.75	\$12.17
Estimated Annual Premium		\$14,748	\$15,228	\$15,772
Quoted Rate(s) include Commission of		0.00%	0.00%	0.00%

OVERALL COST SUMMARY

Plan Description		Option 1	Option 2	Option 3
Estimated Total Annual Fixed Cost		\$567,120	\$502,152	\$427,554
Specific Variable		\$45,000	\$45,000	\$45,000
Aggregate Variable		\$1,999,266	\$2,064,709	\$2,139,852
Estimated Maximum Annual Liability		\$2,611,386	\$2,611,861	\$2,612,406

OTHER OPTIONS

Rate cap option: Renewal rates are capped at a maximum increase of 50% assuming no material changes to the group plan have taken place (i.e. plan changes, changes in specific deductible, commission level or administrator). If there are material changes, first the specific rates will be produced using the rate cap, then material changes will be accounted for in order to arrive at the renewal rate level. The cap applies to both the rates and aggregating specific deductible (if applicable).

Proposal Status: Final if accepted by 11/22/2024

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

- The terms of this proposal are based upon the prospective policyholder having exercised commercially reasonable efforts to obtain and provide to Symetra all information set forth in this offer, together with all information identified in any prior proposal for coverage for the upcoming policy period. Except for the Plan Document or Plan Amendment, all requested information must be received no later than 15 days prior to the proposed effective date of coverage, otherwise we reserve the right to withdraw the proposed terms and return any premiums remitted.

Any secondary documents (e.g. "stop loss agreements", "procurement documents", "service contracts", etc.) must be disclosed to and approved by Symetra prior to the Employer's acceptance of our proposal. Subsequent undisclosed agreements may not be approved.

By delivering this proposal for coverage, the producer represents and warrants to Symetra that it and each of the persons or entities acting with or on behalf of the producer in the sale or solicitation of such coverage maintains such insurance producer licenses and appointments as are required by each state in which the coverage has been or will be solicited, and in all states in which the policy(ies) will be issued. This proposal is authorized for delivery only if the foregoing representation and warranty is true and correct.

This is a firm offer, which may be bound with no additional underwriting requirements provided that:

1. It is accepted in writing by the expiration date as shown above;
2. The prospective policyholder has exercised commercially reasonable efforts to obtain and provide to Symetra all information requested in this proposal and any prior proposal for coverage for the upcoming policy period;
3. The data and information submitted to Symetra is, to the best of the prospective policyholder's knowledge after due inquiry, materially accurate and materially complete as of the date of prospective policyholder's written acceptance of this firm offer. Any material inaccuracies or material omissions in the data or other information submitted may require changes in underwriting, including but not limited to changes in the terms, rates and/or factors; and
4. The prospective policyholder and its authorized agent agree that following acceptance of this firm offer, the prospective policyholder or its authorized agent promptly notify Symetra upon becoming aware of any covered individual who (i) receives prior authorization approval for hospital confinement exceeding 30 days or more and/or (ii) becomes a listed transplant candidate, in each case so that Symetra can initiate appropriate cost containment efforts. For the avoidance of doubt, the provision of such notice pursuant to this item 4. will not change terms of the accepted offer.

If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

- Please provide details on any individual who has been hospital confined for 30 days or more in the most recent 12 months or is on an organ transplant list.
- Any unfunded or pended claims balance must be disclosed, otherwise such claims will not be considered eligible under the excess loss policy.
- Composite rates are illustrative and for comparative purposes only.
- This proposal is based upon the following network(s): UHC Choice Plus
- For inclusion of RX coverage under the specific and/or aggregate when there is a separate PBM, we require written documentation that we are in receipt of all prescription drug experience reports. Otherwise, RX will not be a covered expense under the excess loss policy.
- The Loss Limit per individual shown in the Aggregate Stop Loss section of the proposal applies to all coverage listed within that section regardless of what is in the Specific Stop Loss section.
- Only claims up to the individual case level deductible will accumulate toward the aggregate attachment point
- This renewal/proposal reflects the continuation of the current plan of benefits.
- Terms are subject to change if final enrollment varies by more than 10% from the proposal assumptions. A current

Proposal Status: Final if accepted by 11/22/2024

census not older than 60 days prior to the effective date will be needed for final review.

- Retirees are generally excluded from coverage under the Stop Loss Policy, unless they are included on the census and their experience data is included in the RFP along with a request to cover the retirees.
- Eligibility is assumed to be all full time employees working 30 hours or more per week at their normal place of business.
- COBRA participation enrollment growth to more than 15% of the entire enrolled group will be deemed to be a material change under the policy.
- Network fees are ineligible expenses.
- Symetra reserves the right to revise this proposal if the incumbent administrator's claims backlog exceeds two weeks.
- In the event of early terminations (mid-policy period), Symetra will not provide coverage for run out claims.
- The producer must be properly licensed and appointed.
- No producer has the authority to bind or modify the terms of this offer without the approval of Symetra.
- The administrator must be approved by Symetra.
- This quote is subject to Symetra's stop loss policy provisions, limitations and exclusions.
- This quote/renewal excludes state assessment fees and is based on the group (through its TPA) collecting any such fee assessed with respect to the group's self-insured benefit plan and remitting such fee to the state on the group's behalf. The group may be required to notify their TPA of any covered residents that would fall under an assessment program. Symetra's quote excludes coverage of such fees. In the event Symetra is required to be involved in the administration or collection of an assessment fee on the group's behalf, the assessment fee will be charged to and collected monthly from the group pursuant to the Premium Taxes and State Assessments provision of the Stop Loss Insurance Policy.
- Plan must have utilization review and case management.
- Subject to no material changes to the health plan, there will be no new lasers at renewal.
- This proposal is based on data and information (data) provided to us on behalf of the prospective policyholder as part of the Request for Proposal/Renewal. Symetra does not independently verify such data but assumes its completeness and accuracy as represented by the provider thereof. To the extent that the data upon which Symetra relied in preparing this proposal contains errors and omissions that can materially alter the risk or the pricing of such risk, Symetra reserves the right to withdraw the proposal or alter the terms of the offer of coverage.
- Symetra reserves the right to remove the offer of a rate cap, if at time of disclosure there is adverse risk.
- Where available, if a policyholder purchases Stop Loss and offers a Symetra Critical Illness plan to its employees, the policyholder may be eligible for our Critical Illness Step-Down Endorsement which provides a one-time, \$5,000 reduction to the Stop Loss deductible for a stop loss claim submitted with an eligible critical illness diagnosis.
- In certain states, discounts to the specific stop loss premiums of up to 2% may be available if the group purchases, or has an inforce, insured Symetra Workforce Benefits product that may include Group Life, Disability, and/or Supplemental Health insurance. This discount will apply during the first Policy Period that is either commensurate with or immediately following the effective date in which the new Group Life, Disability, and/or Supplemental Health policy becomes effective, or if already inforce, the effective date of the Stop Loss Policy.

Proposal Status: Final if accepted by 11/22/2024

Check the box next to the selected proposal option; for Specific only coverage, when both Specific and Aggregate coverages are listed, please also check the box to decline Aggregate coverage.

Option	Specific	Aggregate
☐ 1	\$50,000 / 24/12	\$50,000 / 24/12
☐ 2	\$60,000 / 24/12	\$60,000 / 24/12
☐ 3	\$75,000 / 24/12	\$75,000 / 24/12
☐	Decline Aggregate coverage	

This is a firm offer, which may be bound with no additional underwriting requirements provided it is accepted in writing by the expiration date as shown above. The Premium, Aggregate Deductibles and all other terms are based on the data submitted. Any inaccurate or incomplete data submitted may require changes in underwriting. If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

Please indicate your acceptance on this offer by having an authorized representative or agent of Village of Germantown sign below:

Authorized Signature:

Date:

Printed Name:

Printed Title:

Company or Firm Name:

Plan Sponsor's Plan Document

Submission and Symetra Acceptance Required. As stated in Symetra's Proposal for Group Stop Loss Insurance, the Plan Sponsor's Plan Document must be submitted to Symetra no later than 90 days after the proposed effective date of Stop Loss Insurance coverage. The Stop Loss Insurance policy ("Policy") requires that only eligible charges payable under the terms of the Plan Document as approved by Symetra will be covered expenses eligible for reimbursement under the Policy.

The policy will be issued after the Plan Document is received and approved by Symetra or a signed Confirmation of Medical Benefit Plan is submitted to Symetra by the prospective policyholder.

Symetra must withhold reimbursement of covered expenses prior to the receipt and acceptance of the final signed Plan Sponsor's Plan Document or amendment.

In reviewing the Plan Document for acceptance, Symetra will consider whether the Plan Document:

1. Adequately addresses key plan components, including but not limited to eligibility rules, benefits promised, plan administration, discretionary language for court review of benefit claims, subrogation and coordination of benefits provisions.
2. Addresses the Plan's obligations under federal law, including
 - a. **ERISA (Employee Retirement Income Security Act) required provisions,**
 - b. **ACA (Affordable Care Act) required provisions;** or
 - c. **a statement of grandfathered status, if applicable.**

Symetra will have no liability for reimbursing Plan Sponsor obligations that are not clearly stated in the Plan Document whether or not the Plan remains obligated in the absence of express inclusion. It is recommended that the Plan Document include express reference to other federal mandates and laws to which Plan is subject or a "conformity with law" provision.

3. Contains typical exclusions or limitations, including but not limited to:
 - a. Experimental/investigations treatment (except as required by ACA), and
 - b. non-medically necessary treatment

The absence of or inadequate treatment of these subjects in the Plan Document may result in a superseding provision in the Stop Loss policy.

About Symetra

Symetra is a financially strong, well-capitalized company on the rise, as symbolized by our brand icon—the swift. Swifts are quick, hardworking and nimble—everything we aspire to be when serving our customers.

We've been in business for more than half a century with a commitment to creating employee benefits products that people need and understand. We appreciate your business and look forward to the opportunity to continue serving you with professional, informative and responsive service.



Our guiding principles of Value, Transparency and Sustainability (VTS) are at the core of all we do.

- **Value:** Products and solutions people need at a competitive price—backed by outstanding customer service.
- **Transparency:** Clear communication so people understand what they are buying.
- **Sustainability:** Products that stand the test of time and fiscal responsibility to ensure we are there for our customers.

Financial Strength Ratings: A.M. Best: A “Excellent” (3rd highest of 16); Moody’s A1 “Good” (5th highest of 21); Standard & Poor’s: A “Strong” (6th highest of 21). Ratings are subject to change. Please refer to www.symetra.com/ratings for current information. Ratings as of April 1, 2023.

Symetra Life Insurance Company is a direct subsidiary of Symetra Financial Corporation. First Symetra National Life Insurance Company of New York is a direct subsidiary of Symetra Life Insurance Company and is an indirect subsidiary of Symetra Financial Corporation (collectively, “Symetra”). Neither Symetra Financial Corporation nor Symetra Life Insurance Company solicits business in the state of New York and they are not authorized to do so. Each company is responsible for its own financial obligations.

Stop loss policies are insured by Symetra Life Insurance Company, 777 108th Avenue NE, Suite 1200, Bellevue, WA 98004. Base policy is ELC-24000 7/19. In New York, stop loss policies are insured by First Symetra National Life Insurance Company of New York, New York, NY. Mailing address: P.O. Box 34690, Seattle, WA 98124. Policy form number is ELC-24000/NY 7/19. Coverage may be subject to exclusions, limitations, reductions and termination of benefit provisions. Products are not available in any U.S. territory.

¹ Eighteen years of stop loss for First Symetra National Life Insurance Company of New York.



www.symetra.com

www.symetra.com/ny

Symetra® is a registered service mark of Symetra Life Insurance Company.

Proposal Status: Final if accepted by 11/22/2024

Check the box next to the selected proposal option; for Specific only coverage, when both Specific and Aggregate coverages are listed, please also check the box to decline Aggregate coverage.

Option	Specific	Aggregate
☐ 1	\$50,000 / 24/12	\$50,000 / 24/12
☐ 2	\$60,000 / 24/12	\$60,000 / 24/12
☐ 3	\$75,000 / 24/12	\$75,000 / 24/12
☐	Decline Aggregate coverage	

This is a firm offer, which may be bound with no additional underwriting requirements provided it is accepted in writing by the expiration date as shown above. The Premium, Aggregate Deductibles and all other terms are based on the data submitted. Any inaccurate or incomplete data submitted may require changes in underwriting. If updated information is received by Symetra prior to written acceptance or the expiration date has passed, we retain the right to alter the terms, rates and/or factors. We will not be bound by any typographical errors or omissions contained herein.

Please indicate your acceptance on this offer by having an authorized representative or agent of Village of Germantown sign below:

Authorized Signature: _____

Date: _____

Printed Name: _____

Printed Title: _____

Company or Firm Name: _____

Group: Village of Germantown
Effective Date: 01/01/2025

Specific Stop Loss		Current	Renewal	Option 1	Option 2	Option 3	Option 4	Option 5
Carrier		Sun Life	Sun Life	Symetra	HCC	UHC	Optum	Ethos - Nationwide Life
Carrier Rating		A+	A+	A	A++	A+	A-	A++
TPA		UMR	UMR	UMR	UMR	UMR	UMR	UMR
PPO Network		UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus
UR Vendor		UMR	UMR	UMR	UMR	UMR	UMR	UMR
PBM		OptumRx	OptumRx	OptumRx	OptumRx	OptumRx	OptumRx	OptumRx
Stop Loss Commission %:		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Stop Loss Commission PEPM \$:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Specific Contract		Paid	Paid	24/12	Paid	Paid	Paid	Paid
Specific Deductible		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Aggregating Specific Deductible		\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
NNL RC Included		No	No	Yes	Yes	Yes	Yes	No
RC %		0%	0%	50%	45%	50%	50%	0%
Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Specific Policy Year Maximum		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Max		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Experience Refund		No	No	No	No	No	No	No
Retirees Covered		Yes	Yes	Yes	Yes	Yes	Yes	Yes
Plan Mirroring		Yes	Yes	Yes	Yes	No	Yes	No
Single Premium	Lives	\$266.37	\$266.37	\$190.40	\$242.07	\$272.38	\$252.90	\$217.13
Family Premium	34	\$639.35	\$639.35	\$544.12	\$630.76	\$749.04	\$645.71	\$678.28
Composite	72	\$519.71	\$519.71	\$430.66	\$506.09	\$596.15	\$519.71	\$530.36
Monthly Specific Premium	106	\$55,089.78	\$55,089.78	\$45,650.24	\$53,645.10	\$63,191.80	\$55,089.72	\$56,218.58
Annual Specific Premium		\$661,077.36	\$661,077.36	\$547,802.88	\$643,741.20	\$758,301.60	\$661,076.64	\$674,622.96
% Difference		0.00%	0.00%	-17.13%	-2.62%	14.71%	0.00%	2.05%
Firm Through			Illustrative	Firm thru 11.22.24	Firm thru 11.8.24	Firm thru 10.28.24	Illustrative	Illustrative
Lasers								
Theresa Spreiter		\$150,000	\$150,000	\$0	\$0	\$150,000	\$0	\$0
Laser Liability (Lasers - Spec Deductible)		\$100,000	\$100,000	\$0	\$0	\$100,000	\$0	\$0
Claimant 1 Contingent Laser Notes								
Aggregate Stop Loss								
Aggregate Contract		Paid	Paid	24/12	Paid	Paid	Paid	Paid
Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Aggregate Corridor		125%	125%	125%	125%	125%	125%	125%
Aggregate TLO		No	No	No	No	No	No	No
Agg Accommodation		No	No	No	No	No	No	No
Aggregate Policy Year Maximum		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Total Lives	106							
Total Agg Rate		\$11.25	\$11.25	\$11.38	\$12.22	\$12.35	\$11.25	\$9.90
Monthly Aggregate Premium		\$1,192.50	\$1,192.50	\$1,206.28	\$1,295.32	\$1,309.10	\$1,192.50	\$1,049.40
Annual Aggregate Premium		\$14,310.00	\$14,310.00	\$14,475.36	\$15,543.84	\$15,709.20	\$14,310.00	\$12,592.80
% Difference			0.00%	1.16%	8.62%	9.78%	0.00%	-12.00%
Aggregate Attachment	Lives							
Single Attachment	34	\$707.99	\$707.99	\$718.37	\$687.44	\$727.31	\$677.55	\$597.96
Family Attachment	72	\$1,982.37	\$1,982.37	\$1,954.78	\$1,815.47	\$2,000.12	\$1,897.13	\$1,867.14
Composite	106	\$1,573.61	\$1,573.61	\$1,558.20	\$1,453.65	\$1,591.86	\$1,505.94	\$1,460.04
Monthly Claims Liability		\$166,802.30	\$166,802.30	\$165,168.74	\$154,086.80	\$168,737.18	\$159,630.06	\$154,764.72
Annual Claims Liability		\$2,001,627.60	\$2,001,627.60	\$1,982,024.88	\$1,849,041.60	\$2,024,846.16	\$1,915,560.72	\$1,857,176.64
% Difference			0.00%	-0.98%	-7.62%	1.16%	-4.30%	-7.22%
Aggregate Run-In Limit		\$0.00	\$0.00	\$0.00	\$279,831.00	\$0.00	\$0.00	\$278,577.00
Total Reinsurance Expense								
Annual Fixed Premium		\$675,387.36	\$675,387.36	\$562,278.24	\$659,285.04	\$774,010.80	\$675,386.64	\$687,215.76
% Difference			0.00%	-16.75%	-2.38%	14.60%	0.00%	1.75%
Maximum Cost Liability w/ Laser(s)		\$2,822,014.96	\$2,822,014.96	\$2,589,303.12	\$2,553,326.64	\$2,943,856.96	\$2,635,947.36	\$2,589,392.40
% Difference			0.00%	-8.25%	-9.52%	4.32%	-6.59%	-8.24%
Maximum Cost Liability w/o Laser(s)		\$2,722,014.96	\$2,722,014.96	\$2,589,303.12	\$2,553,326.64	\$2,843,856.96	\$2,635,947.36	\$2,589,392.40
% Difference			0.00%	-4.88%	-6.20%	4.48%	-3.16%	-4.87%

* Additional Laser Liability = Total Laser Liability - Specific deductible x total number of lasered claimants
Proprietary & Confidential

Group: Village of Germantown
Effective Date: 01/01/2025

Specific Stop Loss		Current	Renewal	Option 6	Option 7	Option 8	Option 9
Carrier		Sun Life	Sun Life	Crum & Forster	Swiss Re	Berkshire Hathaway	Berkley
Carrier Rating		A+	A+	A	A+	A++	A+
TPA		UMR	UMR	UMR	UMR	UMR	UMR
PPO Network		UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus	UHC Choice Plus
UR Vendor		UMR	UMR	UMR	UMR	UMR	UMR
PBM		OptumRx	OptumRx	OptumRx	OptumRx	OptumRx	OptumRx
Stop Loss Commission %:		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Stop Loss Commission PEPM \$:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Specific Contract		Paid	Paid	Paid	Paid	Paid	Paid
Specific Deductible		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Aggregating Specific Deductible		\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
NNL RC Included		No	No	Yes	Yes	No	Yes
RC %		0%	0%	50%	50%	0%	55%
Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Specific Policy Year Maximum		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Max		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Experience Refund		No	No	No	No	No	No
Retirees Covered		Yes	Yes	Yes	Yes	Yes	Yes
Plan Mirroring		Yes	Yes	No	Yes	No	Yes
Single Premium	Lives 34	\$266.37	\$266.37	\$209.25	\$267.82	\$204.71	\$240.27
Family Premium	72	\$639.35	\$639.35	\$597.46	\$661.31	\$633.84	\$757.94
Composite	106	\$519.71	\$519.71	\$472.94	\$535.10	\$496.19	\$591.89
Monthly Specific Premium		\$55,089.78	\$55,089.78	\$50,131.62	\$56,720.20	\$52,596.62	\$62,740.86
Annual Specific Premium		\$661,077.36	\$661,077.36	\$601,579.44	\$680,642.40	\$631,159.44	\$752,890.32
% Difference				-9.00%	2.96%	-4.53%	13.89%
Firm Through			Illustrative	Illustrative	Illustrative	Illustrative	Illustrative
Lasers							
Theresa Spreiter		\$150,000	\$150,000	\$0	\$0	\$0	\$150,000
Laser Liability (Lasers - Spec Deductible)		\$100,000	\$100,000	\$0	\$0	\$0	\$100,000
Claimant 1 Contingent Laser Notes							
Aggregate Stop Loss							
Aggregate Contract		Paid	Paid	Paid	Paid	Paid	Paid
Benefits Included		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Aggregate Corridor		125%	125%	125%	125%	125%	125%
Aggregate TLO		No	No	No	No	No	No
Agg Accommodation		No	No	No	No	No	No
Aggregate Policy Year Maximum		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Total Lives	106						
Total Agg Rate		\$11.25	\$11.25	\$11.18	\$11.68	\$5.81	\$12.91
Monthly Aggregate Premium		\$1,192.50	\$1,192.50	\$1,185.08	\$1,238.08	\$615.86	\$1,368.46
Annual Aggregate Premium		\$14,310.00	\$14,310.00	\$14,220.96	\$14,856.96	\$7,390.32	\$16,421.52
% Difference			0.00%	-0.62%	3.82%	-48.36%	14.76%
Aggregate Attachment	Lives						
Single Attachment	34	\$707.99	\$707.99	\$664.54	\$744.85	\$687.36	\$596.16
Family Attachment	72	\$1,982.37	\$1,982.37	\$2,003.62	\$1,961.82	\$2,056.32	\$1,796.90
Composite	106	\$1,573.61	\$1,573.61	\$1,574.10	\$1,571.47	\$1,617.22	\$1,411.76
Monthly Claims Liability		\$166,802.30	\$166,802.30	\$166,855.00	\$166,575.94	\$171,425.28	\$149,646.24
Annual Claims Liability		\$2,001,627.60	\$2,001,627.60	\$2,002,260.00	\$1,998,911.28	\$2,057,103.36	\$1,795,754.88
% Difference			0.00%	0.03%	-0.14%	2.77%	-10.29%
Aggregate Run-In Limit		\$0.00	\$0.00	\$0.00	\$0.00	\$370,300.00	\$269,400.00
Total Reinsurance Expense							
Annual Fixed Premium		\$675,387.36	\$675,387.36	\$615,800.40	\$695,499.36	\$638,549.76	\$769,311.84
% Difference			0.00%	-8.82%	2.98%	-5.45%	13.91%
Maximum Cost Liability w/ Laser(s)		\$2,822,014.96	\$2,822,014.96	\$2,663,060.40	\$2,739,410.64	\$2,740,653.12	\$2,710,066.72
% Difference			0.00%	-5.63%	-2.93%	-2.88%	-3.97%
Maximum Cost Liability w/o Laser(s)		\$2,722,014.96	\$2,722,014.96	\$2,663,060.40	\$2,739,410.64	\$2,740,653.12	\$2,610,066.72
% Difference			0.00%	-2.17%	0.64%	0.68%	-4.11%

* Additional Laser Liability = Total Laser Liability - Specific deductible x total number of lasered claimants
Proprietary & Confidential

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: November 18, 2024

PLACEMENT: Discussion

ITEM TITLE: Discussion Related to Open Meetings Law, Quorums and
Attending Meetings of Other Bodies

SUBMITTED BY: Brian Sajdak, Attorney

SUMMARY EXPLANATION:

Attached is the last memorandum that the Village Attorney sent to the Village Board related this topic. As part of the this agenda item, the Village Attorney will address some recent issues that have arisen on this topic.

ATTACHMENT:

1. Memo re Open Meetings Issues

STAFF RECOMMENDATION:

ACTION BY Committee:

WESOLOWSKI, REIDENBACH & SAJDAK, S.C.
ATTORNEYS AT LAW
11402 WEST CHURCH STREET
FRANKLIN, WISCONSIN 53132

M E M O R A N D U M

To: Village Board
From: Brian C. Sajdak, Village Attorney
Date: January 23, 2023
Re: Open Meetings Law Issues

I have observed a number of potential issues related to open meetings law and I thought that it would make sense to revisit some of the rules. Initially, please recall that it is your responsibility to ensure compliance with the Open Meetings Law. The Village Clerk's office, the Village Administrator or myself will attempt to address those issues and/or violations we recognize at meetings, however we have other roles and duties when attending meetings and do not always immediately recognize potential issues. Penalties for violations are covered by Wis. Stat. § 19.96:

Any member of a governmental body who knowingly attends a meeting of such body held in violation of this subchapter, or who, in his or her official capacity, otherwise violates this subchapter by some act or omission shall forfeit without reimbursement not less than \$25 nor more than \$300 for each such violation. No member of a governmental body is liable under this subchapter on account of his or her attendance at a meeting held in violation of this subchapter if he or she makes or votes in favor of a motion to prevent the violation from occurring, or if, before the violation occurs, his or her votes on all relevant motions were inconsistent with all those circumstances which cause the violation.

Remember also that a violation can exist even if you did not have the specific intent to violate the Open Meetings Law. See State v. Swanson, 92 Wis. 2d 310, 284 N.W.2d 655 (1979). At any time if you have questions about the open meetings law, please do not hesitate to contact me.

For the purposes of the Open Meetings Law, the requirements of the statute are clear, “[e]very meeting of a governmental body shall be preceded by public notice.” Wis. Stat. §

19.83(1). The statute also clearly defines meeting:

"Meeting" means the convening of members of a governmental body for the purpose of exercising the responsibilities, authority, power or duties delegated to or vested in the body. If one-half or more of the members of a governmental body are present, the meeting is rebuttably presumed to be for the purpose of exercising the responsibilities, authority, power or duties delegated to or vested in the body.

Wis. Stat. § 19.82(2). Thus, any time at least one-half of the members of a body are together, a meeting is presumed to have taken place. In addition to this presumption, a meeting can also occur when you have enough members of a body present to impact the decisions of the body. As the Supreme Court held in State ex rel. Newspapers, Inc. v. Showers, “whenever members of a governmental body meet to engage in government business, be it discussion, decision or *information gathering*, the Open Meeting Law applies if the number of members present are sufficient to determine the parent body's course of action regarding the proposal discussed at the meeting.” Showers 135 Wis.2d 77, 80, 398 N.W.2d 154, 156 (Wis. 1987)(emphasis added).

Here is an example. The Village’s Plan Commission has seven members. Any time four members of the Plan Commission are together for the purposes of exercising their responsibilities, a meeting has been presumed to have occurred. Moreover, if four members constitute a quorum sufficient to hold a meeting, then two of those members could potentially block any action the Plan Commission takes. This is known as a negative quorum, and many commentators (including League of Municipalities legal staff) suggest this number needs to be considered when looking at whether a meeting has occurred. If considered, then any time that two or more Plan Commission members are together, a meeting has occurred.

What does this all mean? From a legal standpoint, any time you meet with a sufficient number of other members of your board or commission, you must provide notice that the meeting will occur. This includes those instances where a number of people from one board attends a meeting of another board because there is a topic they have an interest in as members of their board. For example, given the interrelationship between the Parks Department and the Senior Center, it is possible that members of the Senior Center Advisory Committee might attend a meeting of the Parks and Recreation Commission on a topic that might concern the Senior Center. Even if the Senior Center Advisory Committee were only present to listen to what was happening and will not take any action at that time, this would still constitute a meeting by statute, and should be noticed. See Showers However, this does not apply to “any social or chance gathering or conference which is not intended to avoid [open meetings laws].” Wis. Stat. § 19.82(2).

In order to assist you, I have attached a chart reflecting all of the boards and commissions within the Village. For each, there are three columns. The first column is the total voting members for that body. The second column is the maximum number that could meet without notice based upon the full voting membership. The final column reflects the minimum number of members of the body that can meet without notice (i.e., the number allowed to meet when considering negative quorum issues). To be clear, based upon the Supreme Court’s decision in Newspapers Inc., **THIS OFFICE RECOMMENDS THAT YOU ADHERE TO THE MINIMUM COLUMN.** When considering whether your actions might violate these rules, please remember that each of you sits on multiple different bodies. Thus, for example, while two of you could potentially get together to discuss a matter before the Village Board, if you both also happen to be on the Public Works Committee and it is an item that will also be before that

Committee, then a violation has occurred. This is why, for example, the statute authorizes two members of the Village Board to act together to call a special meeting (or add an item to an agenda in the case of the Village's Code), but not for other boards, committees and commissions. See Wis. Stat. § 61.32.

Also, remember that you need to be mindful of walking quorum issues in your interactions with other members of your board/commission. A walking quorum is “separate meetings of two or more groups, each less than quorum size, who agree through mutual representatives to act and vote uniformly, or by a decision by a group of less than quorum size which has the tacit agreement and acquiescence of other members sufficient to reach a quorum.” Showers, 135 Wis. 2d at 92. These concerns apply equally whether meeting in person or by sending emails. As the Attorney General's office explains in its Wisconsin Open Meetings Compliance Guide:

Written communications transmitted by electronic means, such as email or instant messaging, also may constitute a “convening of members,” depending on how the communication medium is used. Although no Wisconsin court has applied the open meetings law to these kinds of electronic communications, it is likely that the courts will try to determine whether the communications in question are more like an in-person discussion—e.g., a rapid back-and-forth exchange of viewpoints among multiple members—or more like non-electronic written correspondence, which generally does not raise open meetings law concerns. If the communications closely resemble an in-person discussion, then they may constitute a meeting if they involve enough members to control an action by the body. In addressing these questions, courts are likely to consider such factors as the following: (1) the number of participants involved in the communications; (2) the number of communications regarding the subject; (3) the time frame within which the electronic communications occurred; and (4) the extent of the conversation-like interactions reflected in the communications.

Because the applicability of the open meetings law to such electronic communications depends on the particular way in which a specific message technology is used, these technologies create special dangers for governmental officials trying to comply with the law. Although two members of a governmental

body larger than four members may generally discuss the body's business without violating the open meetings law, features like "forward" and "reply to all" common in electronic mail programs deprive a sender of control over the number and identity of the recipients who eventually may have access to the sender's message. Moreover, it is quite possible that, through the use of electronic mail, a quorum of a governmental body may receive information on a subject within the body's jurisdiction in an almost real-time basis, just as they would receive it in a physical gathering of the members.

Compliance Guide at p. 10. "The essential feature of a walking quorum is the element of agreement among members of a body to act uniformly in sufficient numbers to reach a quorum. Where there is no such express or tacit agreement, exchanges among separate groups of members may take place without violating the open meetings law." Id. at p. 11. This is why you will often see reminders from staff that you should not reply all to an email message.

Ultimately, you need to help Village staff help you in your efforts to comply with open meetings laws. All that is required under the open meetings law is notice of meetings. In order to assure compliance, the Village has the ability to issue a Badke Notice (named for the court case where it was first discussed). A Badke notice is simply a notice that sufficient members of a board or commission may be present at the meeting of another governmental body such that a meeting might be deemed to occur even though the board or commission will not be taking action at that time. You can help ensure your compliance with open meetings laws by notifying the Village Clerk's office that you plan on (or are even thinking about) attending a meeting at which a topic related to your duties will be discussed. This should be done more than 24 hours before the scheduled meeting. If sufficient members indicate intent to attend that meeting, the Clerk's office can issue a Badke notice. In the event that you find yourself in a situation where a meeting occurs without notice, you should remove yourself from that situation to avoid possible penalties. If you are at a meeting and it is recognized that there is a violation, you may be asked

to leave the meeting by the presiding Chair or secretary, the Clerk' office, the Village Administrator and/or myself. While we do not have the authority to actually remove you from the meeting, recognize that you risk incurring penalties by choosing not to do so.

I recognize that complying with the Open Meetings Law makes it harder for the Village to complete its business at times. However, the "legislature has made the policy choice that, despite the efficiency advantages of secret government, a transparent process is favored." State ex rel. Citizens for Responsible Dev. v. City of Milton, 300 Wis. 2d 649, 655, 731 N.W.2d 640, 642-643 (Wis. App. 2007). If you have any question on this, or any other, topic, please do not hesitate to contact me.

BCS

OPEN MEETINGS

Number of members that may engage in governmental business without notice¹

	Voting Members	Maximum ²	Minimum ³
Village Board	9	4	2
General Government & Finance / Cable Review Commission	4	0	0
Public Safety / Board of Health	4	0	0
Public Works & Highways	4	0	0
Plan Commission	7	3	0
Board of Zoning Appeals	5	2	0
Board of Review	5	2	0
Police and Fire Commission	5	2	0
Parks & Recreation Commission	7	3	0
Library Board	7	3	0
Administrative Review Appeals Board	3	0	0
Building Construction Oversight Committee	4	0	0
Germantown Community Development Authority	7	3	0
Senior Center Advisory Committee	7	3	0
Health Insurance Advisory Committee	7	3	0
Utility Advisory Committee	5	3 ⁴	0
Germantown Tourism and Betterment Committee	5	2	0
Economic Development Commission	7	3	0
Historic Preservation Commission	5	2	0
Ethics Board	5	2	0

NOTE: ADVICE IS TO ADHERE TO THE MINIMUM COLUMN

¹ Based upon general voting requirements. Special voting requirements (e.g., $\frac{3}{4}$ vote of all members present) may result in changes.

² Maximum = Maximum members that could meet without notice based upon full voting membership

³ Minimum = Maximum # of members that could meet without notice based upon quorum or voting requirements

⁴ Utility Advisory Committee: Quorum per municipal code is 4

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: November 18, 2024

PLACEMENT: Action Item

ITEM TITLE: Award of a contract to J. Miller Electric in the amount of \$383,255.00 for generator replacements at Wells 2 and 7.

SUBMITTED BY: Matthew Mortwedt, Public Works Director

SUMMARY EXPLANATION:

Staff recommends award of a contract to J. Miller Electric in the amount of \$383,255.00 for generator replacements and other electrical upgrades at Wells 2 and 7. Staff is also requesting authorization of a 5% contingency in the amount of \$18,125 for a total budget authorization of \$401,380. J. Miller Electric was the low bid and below the engineering estimate. The attached documentation supports this request.

ATTACHMENT:

1. LTR-2024-1028-GTown-Wells 2 & 7 Generator Replacement-Award Rec
2. BidWorksheet_Wells No 2 & 7

STAFF RECOMMENDATION:

Award of a contract to J. Miller Electric in the amount of \$383,255.00 for generator replacements at Wells 2 and 7, and approval of \$18,125 for contingency.

ACTION BY Committee:



Ballpark Commons Office Building
7044 S. Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

October 28, 2024

Paul Haugen
Germantown Water Utility
N122W17177 Fond du Lac Avenue
Germantown, WI 53022

RE: Wells 2 and 7 Generator Replacement

Dear Paul:

I have reviewed the bids received on October 23, 2024 for the above referenced project. A summary of the bids is as follows:

Bidder	Total Base Bid Amount	Bid Alternate Items Sum
J. Miller Electric, Inc.	\$ 382,266.00	\$ 1,000.00
NEXT Electric, LLC	\$ 482,870.00	\$ 0.00
Pieper Electric, Inc	\$ 551,674 .00	\$ 0.00
Gurtz Wisconsin	\$ 684,400.00	\$ 20,000.00

The base bids include an allowance total of \$4,500.00. This allowance amount is the same for all contractors and is available to cover costs for the Well No. 2 Unit Heater, since the amount of use is not known until the project is complete. The alternate bid items include the disposal of the existing generators at Wells No. 2 and 7 by the contractor.

The engineering estimate for this project was \$833,500.

We recommend awarding the project to J. Miller Electric, Inc. for the total base bid amount of \$382,266.00. Their bid is complete and contains all required documentation. The project will be awarded on the base bid without the bid alternate as noted above.

Foth proposes to provide construction administration and inspection services (with Grindeland Engineering and Jewell Associates Engineers, Inc. in addition to Foth). Construction administration and inspection includes, but is not limited to, on-site observation, generator installation inspection, coordination of pay applications, submittal reviews, change order coordination, contractor correspondence and coordination, and other efforts to manage the construction project. Costs for all remaining construction services noted above are estimated to be approximately \$88,000 to 100,000. This range allows for a buffer which is typical of these services. Addendums to the existing Agreement for Services have been issued for Village signature which includes all the remaining services noted in the scope.

Please contact me if you have any questions.



Sincerely,

Taylor J Martin

Taylor Martin, PE

Project Engineer

cc: Matt Mortwedt – Village of Germantown
Jeff Downs – Village of Germantown
Dale Broeckert – Foth Infrastructure & Environment, LLC
Eve Schnell – Foth Infrastructure & Environment, LLC

Enclosure: Bid Results Worksheet

Wells No. 2 and 7 Generator Replacement (#9334631)
 Owner: Village of Germantown
 Solicitor: Foth - Milwaukee
 10/23/2024 11:00 AM CDT

						J. Miller Electric, Inc.		NEXT Electric, LLC		Pieper Electric, Inc		Gurtz Wisconsin	
Section	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid													
	1	1	Well Station No. 2, including but not limited to: Replacement of standby generator, installation of variable frequency drive, electrical improvements, concrete pad and sidewalk placement, and grading.	LS	1	\$153,935.00	\$153,935.00	\$183,300.00	\$183,300.00	\$213,210.00	\$213,210.00	\$361,000.00	\$361,000.00
	2	2	Well Station No. 7, including but not limited to: Replacement of standby generator, electrical improvements, masonry work, concrete pad and sidewalk placement, and grading.	LS	1	\$223,831.00	\$223,831.00	\$295,070.00	\$295,070.00	\$333,964.00	\$333,964.00	\$318,900.00	\$318,900.00
Base Bid Total:						\$377,766.00		\$478,370.00		\$547,174.00		\$679,900.00	
Allowances													
	A1	A1	Well No. 2 Unit Heater	LS	1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
Allowances Total:						\$4,500.00		\$4,500.00		\$4,500.00		\$4,500.00	
Deductive Alternate Items													
	D1	D1	Well Station No. 2 existing generator is disposed of by Contractor. (Base bid is to salvage generator to Owner.)	LS	1	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
	D2	D2	Well Station No. 7 existing generator is disposed of by Contractor. (Base bid is to salvage generator to Owner.)	LS	1	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
Deductive Alternate Items Total:						\$1,000.00		\$0.00		\$0.00		\$20,000.00	
Base Bid Total:						\$382,266.00		\$482,870.00		\$551,674.00		\$684,400.00	