

**MEETING: REGULAR MEETING OF THE PUBLIC SAFETY
COMMITTEE**

DATE & TIME: Monday, February 3, 2025 at 6:00 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 #: **2558 465 8452** Password: **qdSbcjG635** which can be accessed by phone at **408-418-9388** or by logging on at <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m204b707e6b5e066bdaca1dd7b534d24e>

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

Previously recorded Village Board Meeting Videos can be viewed at https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **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.)*
- IV. **APPROVAL OF MINUTES:**
 - A. Approval of 01/06/25 PSC meeting minutes.
- V. **REPORTS:**
 - A. Police Monthly Report
 - B. Fire Department Monthly Report
 - C. Overtime Report
 - D. Policy Updates
- VI. **UNFINISHED BUSINESS:**
 - A. Weather Siren Proposal
- VII. **NEW BUSINESS:**
 - A. Toughbook Computer Purchase
 - B. IDEMIA Booking Software
 - C. Application for Appointment of Successor Agent: Kwik Trip #631, W188N10963 Maple Rd; Agent for Consideration: Tristain Sparks
 - D. Application for Temporary Class "B" Beer and "Class B" Wine Retailer's License - Deutschstadt Heritage Foundation's *Maifest* on 05/16/25-05/18/25 at Firemen's Park
 - E. A Resolution Establishing the Fee for Outdoor Entertainment Permits

- F. An Ordinance Amending Section 12.03 of the Germantown Municipal Code
Related to Suspension or Revocation of Outdoor Entertainment Permits

VIII. NEXT MEETING DATE:

IX. ADJOURNMENT:

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

Notice is given that a majority of the Village Board may attend this meeting to gather information about an item over which they have decision-making responsibility. This may constitute a meeting of the Village Board per State ex rel. Badke v Greendale Village Board, even though the Village Board will not take formal action at this meeting.

MEETING:	REGULAR MEETING OF THE PUBLIC SAFETY COMMITTEE
DATE AND TIME:	Monday, January 6, 2025 6:00 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.*

Chairman Hudson called the meeting to order at 6:02pm.

- II. **ROLL CALL:**

Present: Trustee Phil Hudson, Trustee Meg Cutts

Absent: Trustee David Baum, Trustee Jolene Pieper

Excused:

Also present: Trustee Robert Warren, Fire Chief John Delain, Captain Pat Merten, Admin Manager Amy Lerch.

- III. **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.)*

Citizen Input was introduced, advisory notes read.

Meeting moved ahead to Approval of Minutes, after which the Citizen Input was resumed.

Lynne Bednarz (Pawnee Ct) commented on the Police Chief replacement process and the funds approved.

Melanie Smythe (Cedar Ln) commented on the mis-information to the community for Chief Snow's retirement party. Also thanked Chairman Phil Hudson on his service to the PSC, and congratulated Captain Merten on his Interim Police Chief position.

Scott Hefle (Old Farm Rd) commented on the Police Chief replacement process and the internal candidates being considered. Disappointed there was no communication regarding a retirement party for Chief Snow. Thank you to Chairman Phil Hudson in his service to the PSC.

IV. APPROVAL OF MINUTES:

A. December 2, 2024

Motion: Approve minutes with one correction: Under Police Monthly Report, Trustee Cutts noted the intersection of Mequon and Pilgrim as the focus of future GPD accident reports

Motioned by: Trustee Cutts

Seconded by: Trustee Hudson

Yes: Trustee Cutts, Trustee Hudson

No:

Abstain: Trustee Warren

Motion carried by voice vote (Yes 2 No 0 Abstain 1)

V. REPORTS:

A. Police Monthly Report

Monthly Police Report and Police OT Report was handed out at the meeting by Captain Merten. Calls for Service numbers are trending the same, retail theft and domestic complaints are up.

Trustee Hudson asked if COMP hours can be cashed out. Capt. Merten explained how they accumulate and can be paid out twice a year if requested.

B. Fire Department Monthly Report

Monthly report not included due to the Holidays. Will be in the next packet. OT hours are trending the same, no higher.

C. Overtime Report

GPD OT covered previously, Sec. V, Item A.

GFD OT covered previously, Sec. V, Item B.

D. Policy Updates

Section was not introduced.

VI. UNFINISHED BUSINESS

There was no unfinished business.

VII. NEW BUSINESS:

A. Squad Purchase

Capt. Merten presented the item, noting the (4) squads have been budgeted in the capital funds. Obtained (2) bids, requesting to forward to Village Board.

Trustee Warren asked about quote vs cost (cheaper as prices went down appx \$5000), and if this is the full cost (only vehicle cost; outfitting will be future request).

Motion: Approve as presented.

Made by: Trustee Cutts

Seconded by: Trustee Warren

Yes: Trustee Hudson, Trustee Cutts, Trustee Warren

No:

Abstain:

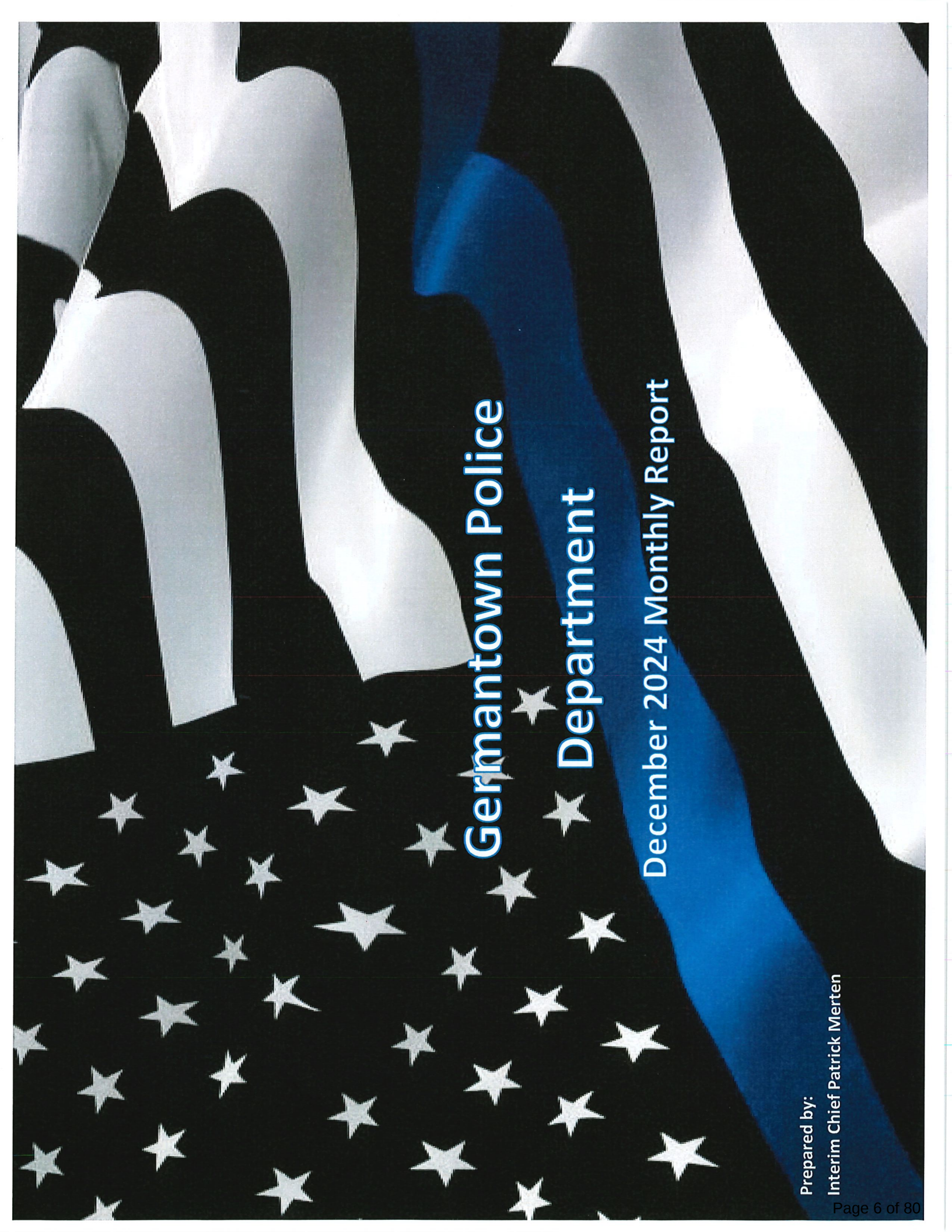
Motion carried by voice vote (Yes 3 No 0 Abstain 0)

VIII. NEXT MEETING DATE:

The next Public Safety Committee meeting will be held on Monday, 2/3/25 at 6:00pm.

IX. ADJOURNMENT:

Chairman Hudson adjourned the meeting at 6:15pm.



Germantown Police Department

December 2024 Monthly Report

Prepared by:
Interim Chief Patrick Merten



Monthly Activity Overview Report

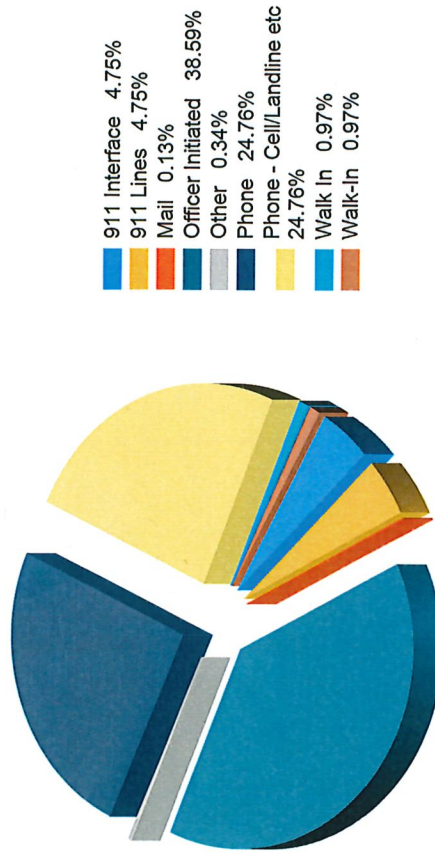
Printed On: 01/29/25 11:26

For Reporting Period: 12/01/2024 - 12/31/2024

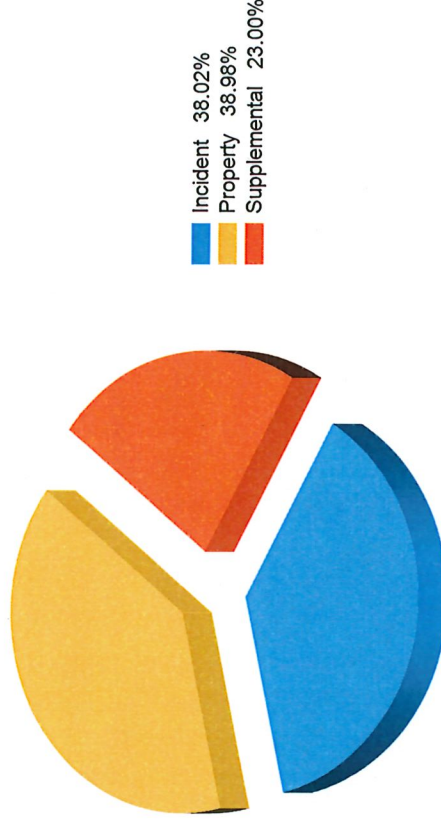
Patrol Area: NULL,CN,CS,R,S

NOTE: This report cannot be run based on individual officer - it is based on unique Incident. This report is for specific overview purposes & counts. For individual Officer activities, please refer to Officer Activity Count reports.

Calls



Reports



Reports are selected based upon Dttm report is written and selected if Dttm falls within date range above-specified.

	Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
911 Interface	113	5	68	40
911 Lines	113	5	68	40
Mail	3	0	3	0
Officer Initiated	918	305	364	249
Other	8	0	7	1
Phone	589	94	281	214
Phone - Cell/Landline etc	589	94	281	214

	Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Incident	119	34	44	41
Property	122	20	56	46
Supplemental	72	14	36	22



Monthly Activity Overview Report

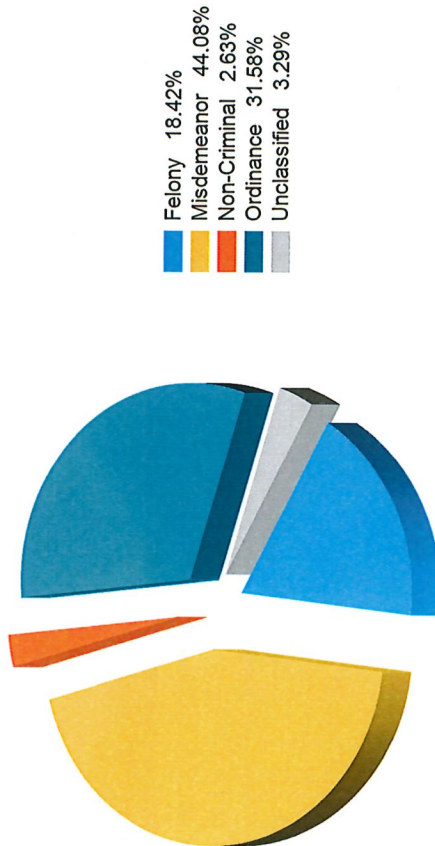
Printed On: 01/29/25 11:26

For Reporting Period: 12/01/2024 - 12/31/2024

Patrol Area: NULL,CN,CS,R,S

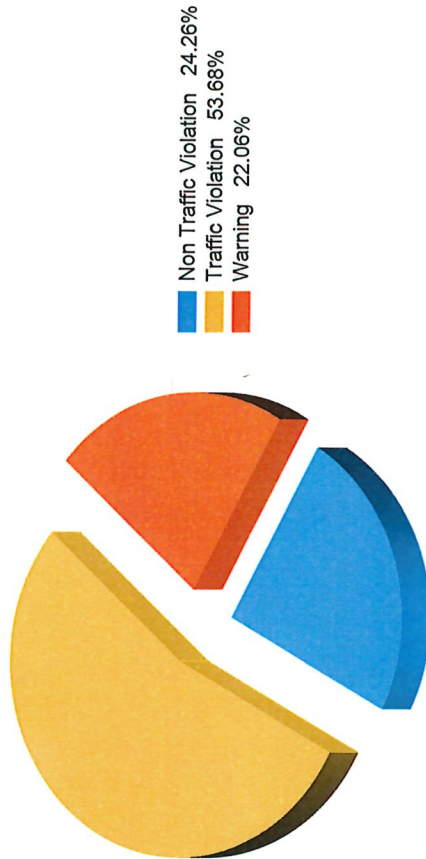
Calls		0001 0800 Hours		0800 1600 Hours		1601 2400 Hours	
		Total	23	1	17	5	5
Walk In		23	1	17	5		
Walk-In		23	1	17	5		

Arrests



Arrests are selected based upon the charge type. Therefore if an arrest was made wherein three charges with different types are noted, the arrest will count under Each charge type.

Citations



Citations are counted by Citation Type alone.



Monthly Activity Overview Report

Printed On: 01/29/25 11:26

For Reporting Period: 12/01/2024 - 12/31/2024

Patrol Area: NULL,CN,CS,R,S

	Total	0001 0800 Hours		0800 1600 Hours		1601 2400 Hours	
		35	1	66	19	51	8
Felony	28	1	19	22	3	1	14
Misdemeanor	67	13	21	1	2		
Non-Criminal	4	0	3	21	1	14	2
Ordinance	48	2	1	1	2		
Unclassified	5	2	1	1	2		

Arrests

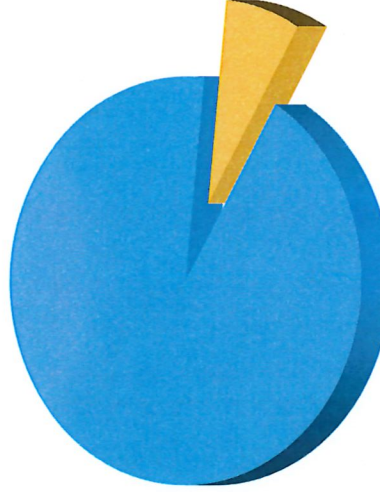
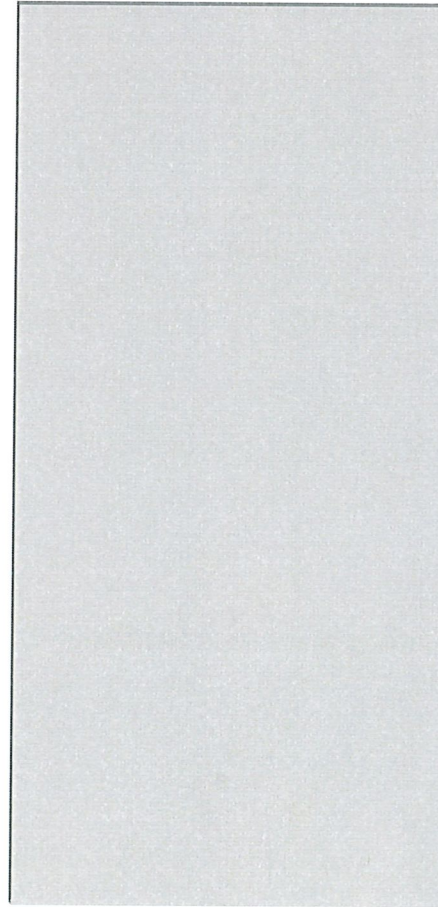
	Total	0001 0800 Hours		0800 1600 Hours		1601 2400 Hours	
		24	5	49	15	61	13
Non Traffic Violation	134	5	12	29	32		
Traffic Violation	73	7	5	16			
Warning	28						

Citations

Field Interview Stops

No Data Available

Crash



C 93.18%
D 6.82%

Field Interview Stops are counted by reason for stop.

Crashes are counted by Crash type alone.



Monthly Activity Overview Report

Printed On: 01/29/25 11:26

for Reporting Period: 12/01/2024 - 12/31/2024

Patrol Area: NULL,CN,CS,R,S

Total	Total
	0

	Total	0001	0800	1601	
		0800	1600	2400	
		Hours	Hours	Hours	
C	Total	44	6	22	16
D		41	6	22	13
crash		3	0	0	3



Monthly Case Overview Report

Printed On: 01/29/25 11:55

Reporting Period: 12/01/2024 - 12/31/2024

Village of Germantown - 1182

	Total
	197
Accident-Car Kill Deer	3
Accident-Traffic-Hit and Run	4
Accident-Traffic-PDO	23
Accident-Traffic-Personal Injury	9
Accident-Traffic-Vehicle in Ditch	1
Administrative	14
Aggravated Assault	2
ALPR	1
Animal Bite - Dog	3
Animal Complaint - Animal Cruelty	1
Animal Complaint - Animal Neglect	1
Assist Other Law Enforcement Agency	1
Assistance-All Others	1
Burglary	1
Carrying a Concealed Weapon	1
Carrying a Prohibited Weapon	1
Cocaine - Possession	5
Criminal Damage to Property	1
Criminal Damage to Property - Public	1
Dangerous Drugs - All Other	1
DC/Disorderly Conduct	9
Death Investigation	3
Disorderly Conduct	3
Driving/Operating Under the Influence - Alcohol	6
Family Trouble	1
Fire Investigation	3
Fire-All Other	1
Fraud - By Wire	1
Fraud - Illegal Use of a Credit Card	2
Fraud - Impersonate	3
Fraud - Swindle	2
Fraudulent Activities	1
Hazardous Conditions-Road Hazards	1
Larceny (Theft)	3
Lost or Found Property	3
Lost Property	1
Marijuana - Possession	2
Marijuana - Sell	1
Mental Inc/Emerg Detention/Detox	3



Monthly Case Overview Report

Printed On: 01/29/25 11:55

Reporting Period: 12/01/2024 - 12/31/2024

Municipal Ordinance Investigation	3
Narcotic Equipment (Paraphernalia) - Possession	3
Public Relations	1
Receive Stolen Property	1
Recovered Property	4
Resisting an Officer - Simple Physical Assault	1
Robbery	1
Sale of Stolen Property	1
Sex Offense	1
Suspicious Person/Vehicle/Situation	1
Theft - All Others <\$50	2
Theft - All Others >=\$200	5
Theft - Retail <\$50	21
Theft - Retail >=\$200	1
Tobacco Violations (All)	1
Traffic Offense	17
Traffic Stop	5
Truancy	1
Warrant Service/Attempt	1
Weapons - Possession	1
Welfare Check	1



Citations by Statutes

Printed On: 01/29/25 11:59

Village of Germantown

Reporting Period: 12/01/2024 - 12/31/2024

This report contains all citations.

	Total	Non Traffic Violation	Traffic Violation	Warning
341.03(1) - OPERATE AFTER REV/SUSP OF REGISTRATION	4	0	2	2
341.04(1) - NON-REGISTRATION OF AUTO, ETC	13	0	5	8
341.61(2) - Display Unauth. Veh. Registra	1	0	1	0
343.05(3)(a) - Operate w/o Valid License	5	0	5	0
343.05(3)(a) - OPERATE W/O VALID LICENSE (2ND W/IN 3 YRS)	6	0	6	0
343.44(1)(a) - Operating While Suspended	19	0	19	0
343.44(1)(b) - OAR - Revoked due to Alcoh/Cont Sub/Refusal-4th+	1	0	1	0
343.44(1)(b) - OPERATING WHILE REVOKED (REV DUE TO ALC/CONT SUBST/REFUSAL)	6	0	6	0
344.62(1) - Operate Motor Vehicle w/o Insurance	7	0	6	1
346.04(3) - Veh. Operator Flee/Elude Officer	1	0	1	0
346.05(1) - OPERATING LEFT OF CENTER	1	0	1	0
346.06 - Failure to Yield Right of Way	2	0	2	0
346.13(1) - Unsafe Lane Deviation	1	0	1	0
346.13(3) - Deviation from Designated Lane	1	0	1	0
346.14(1m) - Automobile Following Too Closely	2	0	2	0
346.18(2) - FYR - Making Left Turn	1	0	1	0
346.18(4) - FAIL/YIELD EMERGING FROM NONHIGHWAY ACCESS	1	0	1	0
346.37(1)(c)1 - Violate Red Traffic Signal	7	0	6	1
346.46(1) - Fail Stop At Stop Sign	1	0	1	0
346.57(2) - Failure to Keep Vehicle Under Control	2	0	2	0
346.57(2) - Unreason and Imprudent Speed	2	0	2	0
346.57(4)(gm)2 - Speeding on Freeway (16-19 MPH)	1	0	0	1
346.57(5) - EXCEEDING SPEED ZONES, ETC. (11-15 MPH)	2	0	1	1
346.57(5) - EXCEEDING SPEED ZONES, ETC. (16-19 MPH)	7	0	0	7
346.63(1)(a) - OPERATING WHILE UNDER THE INFLUENCE	4	0	4	0
346.63(1)(a) - OPERATING WHILE UNDER THE INFLUENCE(2ND)	3	0	3	0
346.63(1)(b) - OPERATING W/PAC (1ST)	2	0	2	0
346.63(1)(b) - OPERATING W/PAC (2ND)	2	0	2	0
346.63(1)(b) - OPERATING W/PAC >= .02 UNDER IID ORDER (2ND)	1	0	1	0
346.68 - Hit and run unattended vehicle	2	0	2	0
346.89(1) - Inattentive Driving	3	0	3	0

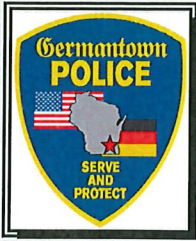


Citations by Statutes

Printed On: 01/29/25 11:59

This report contains all citations.

	Total	Non Traffic Violation	Traffic Violation	Warning
346.935(2) - POSSESS OPEN INTOXICANTS IN MV-DRIVER	4	0	4	0
346.935(2) - POSSESS OPEN INTOXICANTS IN MV-PASSENGER	1	0	1	0
347.06(1) - Operation w/o Required Lamps	3	0	1	2
347.13(1) - No Tail Lamp/Defective Tail L	3	0	0	3
347.13(3) - OPERATE VEHICLE W/O REGISTRATION LAMPS	2	0	0	2
347.14(1) - Operate Vehicle w/o Stopping	1	0	0	1
347.413(1) - IID Tampering/Fail to Install/Violate Court Order	3	0	3	0
9.01(115) - 339O901309	1	1	0	0
9.01(54) - 339O901317	2	2	0	0
9.01(59) - 339O901338	1	1	0	0
9.01(63)A - 339O901306	13	13	0	0
9.01(63)A - SHOPLIFTING - TAKE MERCHANDISE	1	1	0	0
9.01(63)B - 339O901308	1	1	0	0
9.01(75) - 339O901314	1	1	0	0
9.01(82) - 339O901307	2	2	0	0
9.01(82) - 339O901369	1	1	0	0
9.01(82) - 339O901370	1	1	0	0
9.04(1) - MARIJUANA POSSESSION PROHIBITED	1	1	0	0
9.041 - 254.92 TOB\NICOTINE\VAPE PROD PROHIB AGE 12-17 1ST	1	1	0	0
9.041 - 339O901152	1	1	0	0
9.041 - 339O901154	1	1	0	0
9.045(3) - 339O900253	1	1	0	0
9.047(1) - 339O901077	1	1	0	0
9.075 - 339O901086	2	2	0	0
GV9.01(54) - Theft of Movable Property	1	1	0	0
TR305.34(6)(c) - WINDSHIELDS-TINTING-CRITICAL AREA	1	0	0	1
Total	162	33	99	30



Village of Germantown Police

| , | Phone: () -

Monthly Calls for Service

Wednesday, January 29, 2025

12:02:42 pm

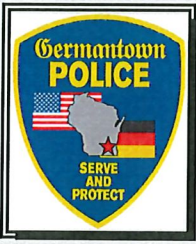
** For official use only **

Column1: 12/01/24 - 12/31/24

Column2: 12/01/23 - 12/31/23

Village of Germantown

	2024	2023	%Change
1046 - Disabled Vehicle	34	0	-
ABAN - Abandoned Vehicle	3	0	-
ACAL - Accident-All Other	1	0	-
ACHR - Accident-Traffic-Hit and Run	11	0	-
ACPD - Accident-Traffic-Property Damage Only	31	0	-
ACPI - Accident-Traffic-Personal Injury	10	0	-
ACVD - Accident-Traffic-Vehicle in Ditch	6	0	-
ALMA - Alarm-All	55	0	-
ALMF - Fire-Alarm	21	0	-
ALMM - Alarm-Carbon Monoxide	2	0	-
ALPR - Automatic License Plate Recognition	2	0	-
AMLB - Animal Bite	3	0	-
AMLC - Animal Complaint (Excludes bites)	10	0	-
ASLO - Assist-Lockout	12	0	-
ASOT - Assistance-All Others	40	0	-
ASPD - Assistance-Other Law Enforcement Ager	25	0	-
BURG - Burglary	1	0	-
CIVM - Civil Matter	5	0	-
CKD - Accident-Traffic-Car Kill Deer	3	0	-
DARE - Teaching DARE Class within the school	2	0	-
DC - Disorderly Conduct	23	0	-
DINV - Death Investigation	2	0	-
DOM - Domestic	1	0	-
DRON - Drone	2	0	-
DRUG - Drugs-Violation-Controlled Substance	3	0	-
E911 - E911 Abandoned/False Calls	41	0	-
FAMT - Family Trouble Excludes Domestic	3	0	-
FING - Fingerprinting	6	0	-
FIRO - Fire-All Other	9	0	-
FRAU - Fraudulent Activities	11	0	-
FRWK - Fireworks	1	0	-
FU - Follow up	5	0	-
HARA - Harassment (Includes phone calls)	9	0	-
HAZ - Hazardous Conditions-Road Hazards	21	0	-



Village of Germantown Police

| , | Phone: () -

Monthly Calls for Service

Wednesday, January 29, 2025

12:02:42 pm

** For official use only **

Column1: 12/01/24 - 12/31/24

Column2: 12/01/23 - 12/31/23

INF - Informational report	17	0	-
JUV - Juvenile-Status (Includes Runaway)	5	0	-
LOST - Lost Property	3	0	-
MISP - Missing Person	1	0	-
MNTL - Mental-Walkaway/Incapacited/Etc	2	0	-
MUNI - Municipal Ordinance Investigation	4	0	-
OPEN - Open Door	2	0	-
PACK - Board Packet Delivery	1	0	-
PARK - Parking Violation	13	0	-
PKCK - Park Check	138	0	-
PR - Public Relations	186	0	-
PROP - Property Check	165	0	-
RCOV - Recovered Property	11	0	-
RESC - Ambulance Request	159	0	-
ROB - Robbery	1	0	-
SBUS - School Bus Violation	2	0	-
SCHO - School Grounds Visit	58	0	-
SEXA - Sexual Assault	1	0	-
SUSP - Suspicious Person/Vehicle/Situation	34	0	-
TE - Traffic Enforcement	16	0	-
THFT - Larceny (Theft)	37	0	-
TOBC - Tobacco Violations (All).	3	0	-
TR - Traffic Request	2	0	-
TRAF - Traffic Stop	277	0	-
TRES - Trespassing/Prowler	1	0	-
TRUA - Truancy	1	0	-
TVRN - Tavern Check	10	0	-
VAND - Vandalism-Damage to Property	2	0	-
VEHT - Vehicle Traffic	43	0	-
WEAP - Weapons Offense	7	0	-
WELF - Welfare Check	32	0	-
WRNT - Warrant Service/Attempt	6	0	-
Total	1,654	0	-



Arrests by Statute Report

Printed On: 01/29/25 12:09

Reporting Period: 12/01/24 - 12/31/24

This report contains all arrest charges.

	Total	Felony	Misdemeanor	Non-Criminal	Ordinance	Unclassified
343.05(3)(a) - Operating Without a License - 2nd Offense within 3 Years	5		5			
343.05(3)(a) - Operating Without a License - 3rd or Subsequent Offense within 3 Years	1		1			
343.44(1)(a) - Operating While Suspended	1			1		
343.44(1)(b) - Operate Motor Vehicle While Revoked - Revocation due to Alcohol/Controlled Substance/Refusal	3		3			
343.44(1)(b) - Operating While Revoked	4		4			
343.44(1)(b) - Operating While Revoked (Rev Alc/Cont Subst/Refusal 4th+)	1		1			
346.04(3) - Veh. Operator Flee/Elude Officer	1	1				
346.63(1)(a) - OAWI Alcohol - 2nd and 3rd Offense	1		1			
346.63(1)(a) - Operating While Intoxicated - 1st Offense	3				3	
346.63(1)(a) - Operating While Intoxicated - 2nd Offense	2		2			
346.63(1)(b) - Operating With Prohibited Alcohol Concentration - 1st Offense, PAC $\geq .08, < .15$	2				2	
346.63(1)(b) - Operating With Prohibited Alcohol Concentration - 2nd Offense	2		2			
346.63(1)(b) - Operating With Prohibited Alcohol Concentration - 2nd Offense, $\geq .02$ Under IID Order	1		1			
346.935(2) - Possess Open Intoxicants in MV - Driver	1				1	
346.935(2) - Possess Open Intoxicants in MV - Passenger	1				1	
347.413(1) - IID Tampering/Failure to Install	4		4			
450.11(7)(h) - Possess/Illegally Obtained Prescription	2		2			
800.12(2) - Contempt of Court - Failure to Pay Forfeiture	1					1
813.12(8)(a) - Knowingly Violate a Domestic Abuse Order	1		1			
90Z4 - Warrant-Other Department Pickup	1			1		
90Z5 - Warrant - Local	1			1		
940.19(1) - Battery	1		1			
940.19(2) - Substantial Battery-Intend Bodily Harm	1	1				
940.225(3m) - 4th Degree Sexual Assault	1		1			
940.235(1) - Strangulation and Suffocation	1	1				
941.23(2) - Carrying Concealed Weapon	3		3			
941.29(1m)(b) - Felon in possession of a Firearm - convicted of a crime elsewhere that would be a felony if committed in this state.	1	1				
941.30(2) - 2nd-Degree Recklessly Endangering Safety	1	1				
941.30(2) - Second Degree Recklessly Endangering Safety	1	1				
943.12 - Possession of Burglarious Tools	1	1				
943.20(1)(a) - Theft - Misdemeanor	1		1			
943.201(2) - Untruth Use of Individual's ID or Document/Info	1	1				
943.201(2)(a) - Misappropriate ID to obtain money, goods, services, employment, or any other thing of value or benefit.	2	2				
943.201(2)(b) - Use any personal identifying information to avoid civil or criminal process or penalty	1	1				



Arrests by Statute Report

Printed On: 01/29/25 12:09

Reporting Period: 12/01/24 - 12/31/24

This report contains all arrest charges.

	Total	Felony	Misdemeanor	Non-Criminal	Ordinance	Unclassified
943.23(3) - Drive or Operate Vehicle w/o Consent	1	1				
943.23(3) - Drive/Operate Vehicle w/o Consent - Passenger	1		1			
943.34(1)(bf) - Receiving Stolen Property (>\$2500-\$5000)	2	2				
943.38(1) - Forgery	2	2				
943.50(1m)(b) - Retail Theft	3		3			
943.50(1m)(b) - Retail Theft - Intentionally Take - (<=\$500)(UCR <\$50)	1		1			
943.82(1) - Fraud Against a Financial Institution	2	2				
946.41(1) - Resist or Obstruct an Officer	2		2			
946.41(1) - Resisting or Obstructing an Officer	3		3			
946.49(1)(a) - Bail Jumping-Misdemeanor	4		4			
946.49(1)(b) - Bail Jumping-Felony	1	1				
947.01(1) - Disorderly Conduct	8		5		3	
948.02(1)(e) - 1st Degree Sexual Assault of a Child - Sexual Contact with a Person <13 YOA	1	1				
948.04(1) - Causing Mental Harm to Child	1	1				
948.07(1) - Child Enticement-Sexual Contact	1	1				
961.41(1)(h) - Manuf/Deliver THC (<=200g)	1	1				
961.41(1m)(e) - Possess with Intent to Manufacture/Deliver Amphetamine <= 3g	1	1				
961.41(1m)(e)2 - Possess w/ Intent-Phencyclidine/Amphetamine/Methamphetamine/Methcathinone (>3-10g)	1	1				
961.41(3g)(c) - Possession of Cocaine	3		3			
961.41(3g)(c) - Possession of Cocaine (2nd +)	1	1				
961.41(3g)(c) - Possession of Cocaine (2nd and subsequent)	1	1				
961.41(3g)(c) - Possession of Cocaine/Coca	1		1			
961.41(3g)(d) - Possess Amphetamine/LSD/Psilocin	1		1			
961.41(3g)(e) - Possession of Marijuana/THC	2		2			
961.41(3g)(g) - Possess Methamphetamine	1	1				
961.573(1) - Possess Drug Paraphernalia	6		6			
961.573(2) - Possess Drug Paraphernalia-14-18 (1st)	1			1		
968.075 - Domestic Abuse Incident	1					1
968.075(1)(a)1 - Domestic Abuse - Infliction of Physical Pain or Injury	1					1
ADMIN - Warrant - Warrant	2					2
GV254.92 - Tobacco Prohibition for Minors	1				1	
GV9.01(115) - POSSESSION OF MARIJUANA	1				1	
GV9.01(24) - Carry Concealed Weapon	2		1		1	
GV9.01(42) - Criminal Damage to Property	2		1		1	
GV9.01(54) - Theft of Movable Property	2				2	
GV9.01(59) - Receiving Stolen Property	1				1	
GV9.01(63)A - SHOPLIFTING - TAKE MERCHANDISE	15				15	



Arrests by Statute Report

Printed On: 01/29/25 12:09

Reporting Period: 12/01/24 - 12/31/24

This report contains all arrest charges.

	Total	Felony	Misdemeanor	Non-Criminal	Ordinance	Unclassified
GV9.01(63)b - SHOPLIFTING - CONCEAL MERCHANDISE	1				1	
GV9.01(75) - Resisting/Obstructing Officer	1				1	
GV9.04(1) - 961.41(3g)(e)MARIJUANA POSSESSION PROHIBITED	1				1	
GV9.041 - 254.92 TOB\NICOTINE\VAPE PROD PROHIB AGE 12-17 1ST	1				1	
GV9.041 - 254.92 TOBACCO\NICOTINE\VAPE PROD PROHIB AGE 12-17-3RD	1				1	
GV9.045(3) - 961.573(1) POSSESSION OF DRUG PARAPHERNALIA	1				1	
GV9.047(1) - 118.163(1)(b) HABITUAL TRUANCY (JUVENILE)	1				1	
GV9.075 - Student Use/Possession of Comm Device	2				2	
GV90Z3 - Warrant/Hold - Probation & Parole	3				3	
GV90Z4 - Warrant - Other Dept Pickup	4				4	
Total	152	28	67	4	48	5

Germantown

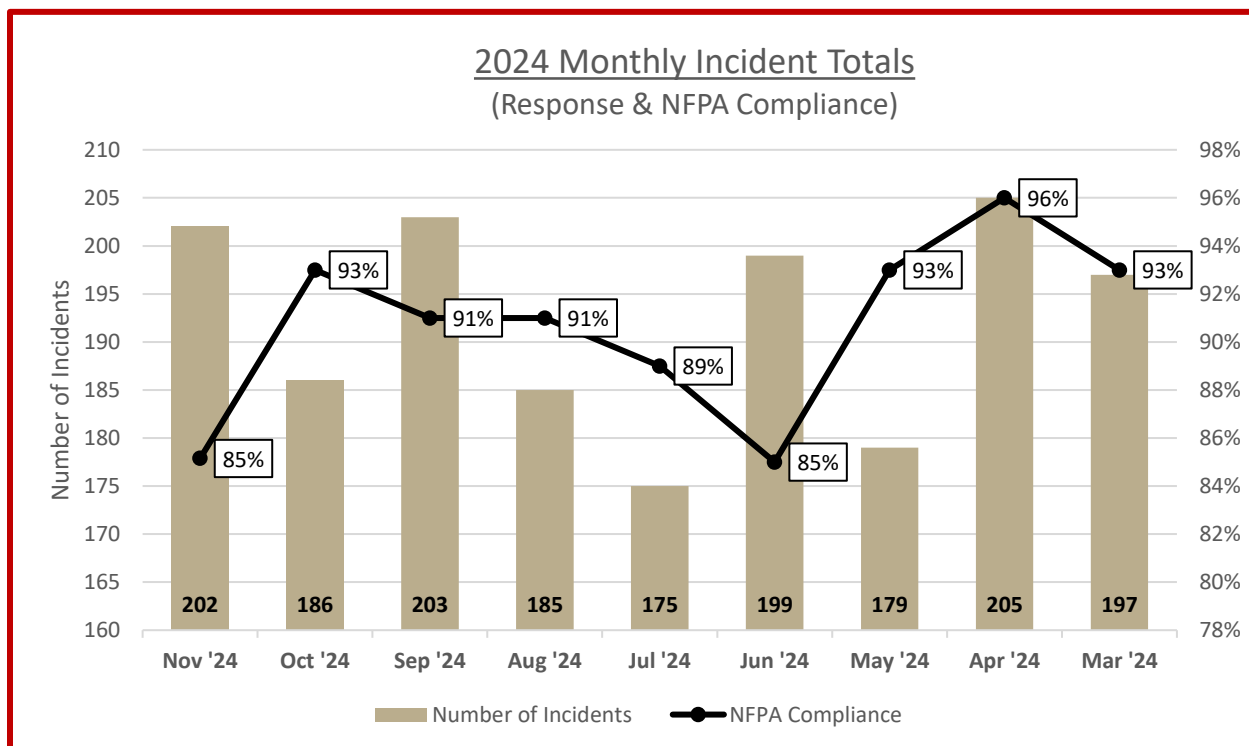
Fire Department

**Monthly Report
November 2024**



**John Delain
Fire Chief**

RESPONSE



Performance Target: Arrival of crews within 8 minutes according to NFPA 1710 standard, and within 5:20 minutes per ISO Guidelines (NFPA standard is 90%).

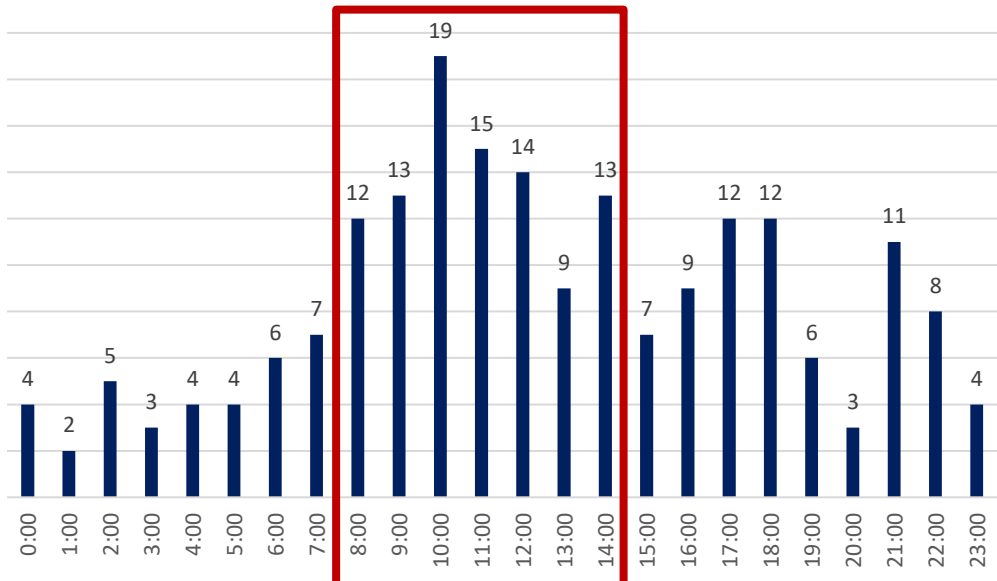
NFIRS Mutual Aid Summary Report

NOV 2024

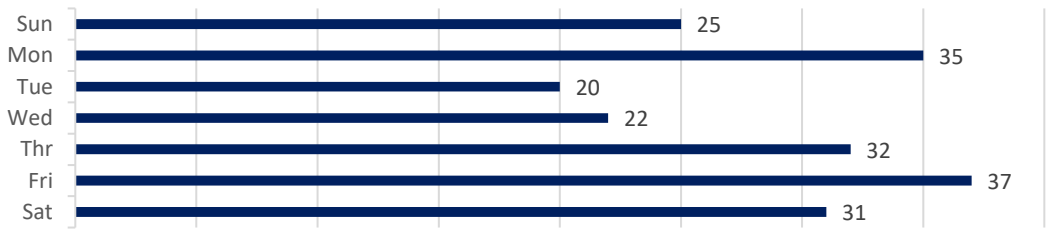
Mutual Aid Type	Received From/Given To	# of Incidents	# of Units
Mutual aid given	Jackson Fire Department	1	1
	Menomonee Falls Fire Department	3	3
	Richfield Volunteer Fire Company	2	3
	Total :	6	7
Mutual aid received	Allenton Fire Department	1	1
	Boltonville Volunteer Fire Department	1	1
	Hartford Fire and Rescue	2	2
	Jackson Fire Department	3	4
	Menomonee Falls Fire Department	3	4
	Richfield Volunteer Fire Company	2	4
	Slinger Fire Department	1	1
	Thiensville Volunteer Fire Department	1	1
	West Bend Fire Department	1	2
Total :		8	20
Grand total :		14	27

INCIDENTS

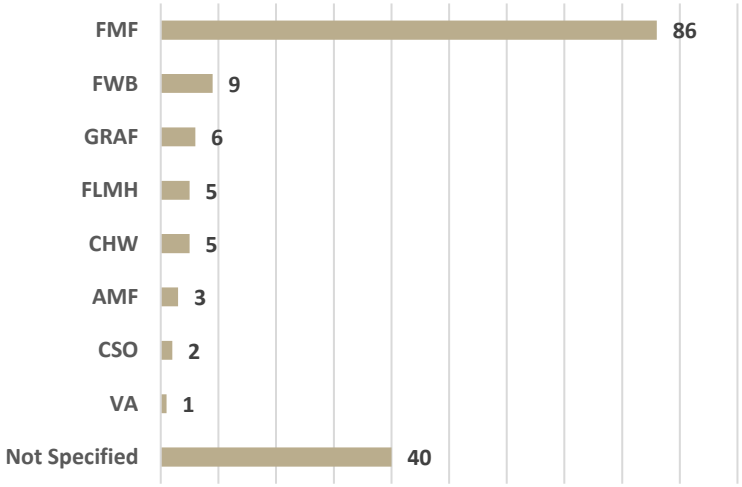
NOV - Calls by Time of Day



NOV - Calls by Day of Week



NOV HOSPITAL TRANSPORTS = 157



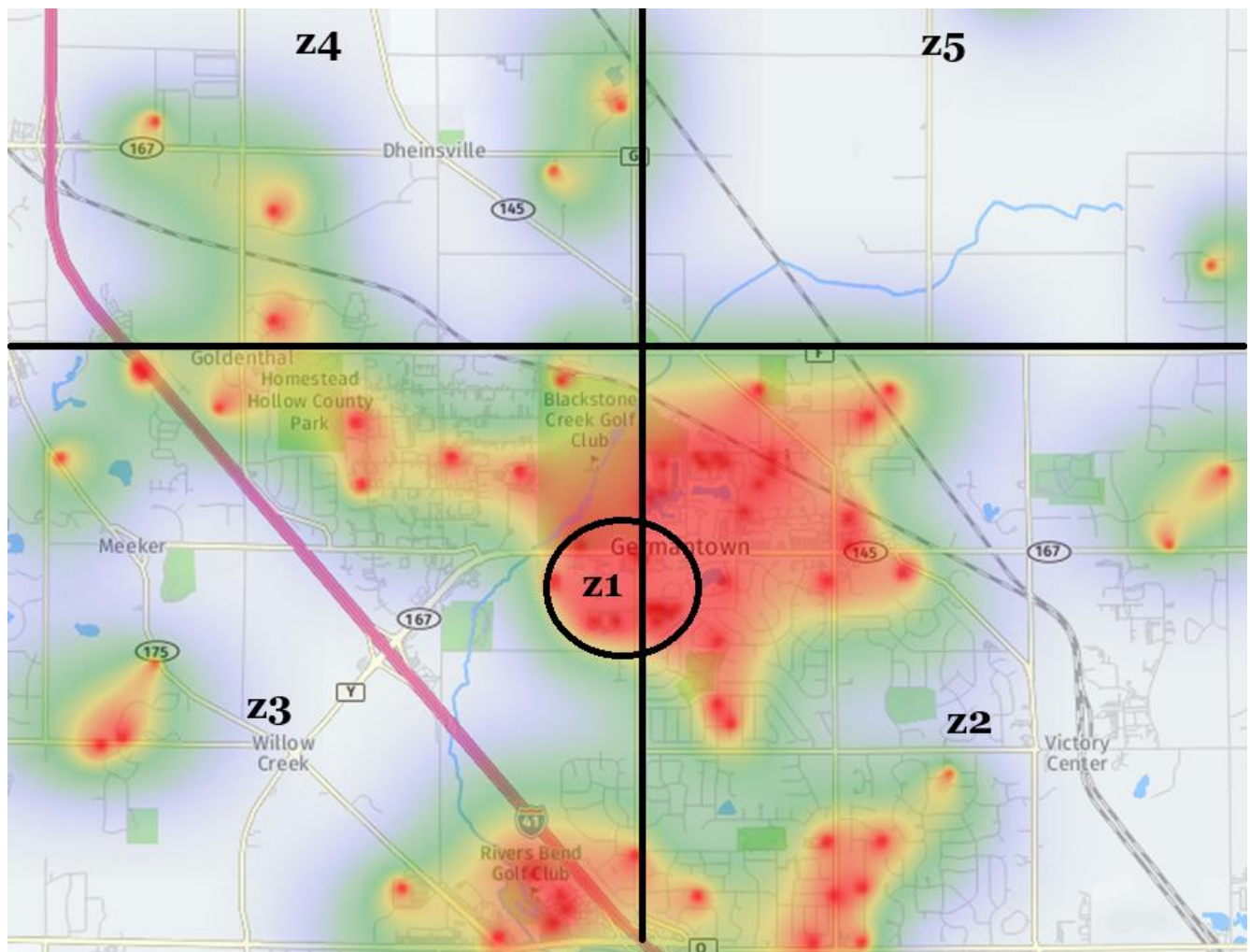
Location Details:

AMF	Ascension Falls
AWA	AURORA WEST ALLIS
CHW	Children's
CSO	Columbia St Mary's Ozaukee
ELM	Elmbrook Brookfield
FMF	Froedtert Falls
FMLH	Froedtert Main
FMQ	Froedtert Mequon
FWB	Froedtert West Bend
GRAF	Aurora Grafton
LUKE	St Luke's
VA	VA Hospital
WAUK	Waukesha Memorial

INCIDENTS

	NOV 2024
Districts Responded	# of Incidents
Zone 1 - GFV: Gables, Fairway Knoll, Virginia Highlands, Frontida	44
Zone 2 - SE-Southeast	81
Zone 3 - SW-Southwest	52
Zone 4 - NW-Northwest	10
Zone 5 - NE-Northeast	4
OUT - All areas outside Village	6
Total	197

NOTE:
Vehicle accidents (MVA) will show in the incident numbers, but will *not* show in the heat map. They are typically reported at an intersection, not an address.



Call volume "Heat Map" indicating incidents in the Village by Zone.

INCIDENTS

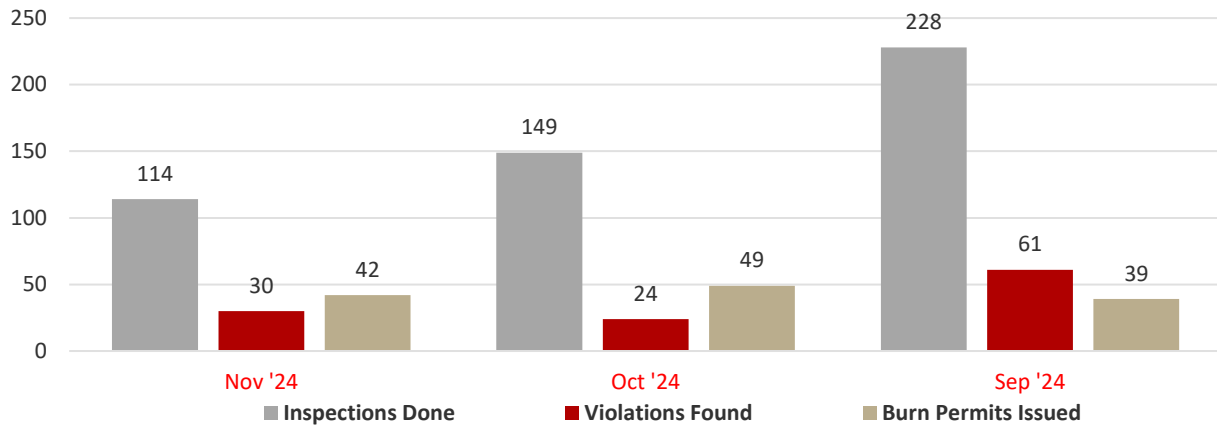
NFIRS Incident Type

NOV 2024

Incident Type Group	# of Incident
111 -Building fire	3
113 -Cooking fire, confined to container	1
131 -Passenger vehicle fire	1
251 -Excessive heat, scorch burns with no ignition	1
321 -EMS call, excluding vehicle accident with injury	150
322 -Vehicle accident with injuries	4
324 -Motor vehicle accident with no injuries.	7
353 -Removal of victim(s) from stalled elevator	1
381 -Rescue or EMS standby	1
411 -Gasoline or other flammable liquid spill	1
412 -Gas leak (natural gas or LPG)	2
422 -Chemical spill or leak	1
424 -Carbon monoxide incident	1
445 -Arcing, shorted electrical equipment	2
451 -Biological hazard, confirmed or suspected	1
500 -Service Call, other	1
510 -Person in distress, other	1
531 -Smoke or odor removal	2
554 -Assist invalid	5
611 -Dispatched & canceled en route	5
631 -Authorized controlled burning	1
731 -Sprinkler activation due to malfunction	2
735 -Alarm system sounded due to malfunction	1
740 -Unintentional transmission of alarm, other	4
743 -Smoke detector activation, no fire - unintentional	1
746 -Carbon monoxide detector activation, no CO	1
900 -Special type of incident, other	1

INSPECTIONS

2024 Inspection Data
(last 3 months)



PUBLIC EDUCATION

November:

- Halloween Candy Buy-Back event @ Dental Professionals
- GFD Lieutenant Assessment Center
- Leadership Germantown Fire Station Tour
- Washington County Fire Chief's Meeting
- Ride Along (5)
- GFD Department Training night
- GFD Explorers Post 17 training (2)
- Germantown Village Christmas Parade
- TEMS Training (3)

Germantown

Fire Department

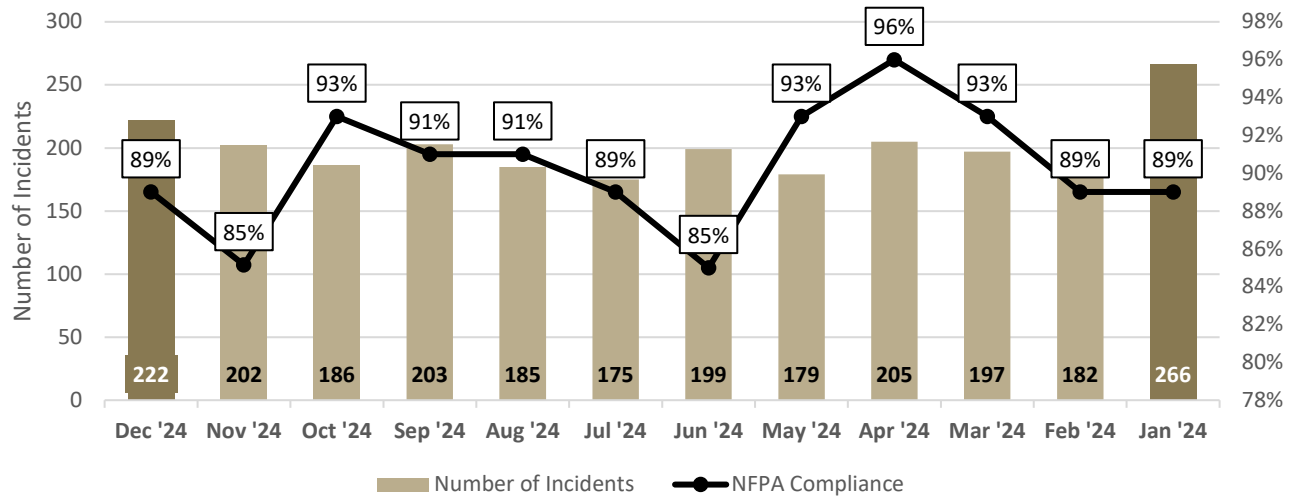
**Monthly Report
December 2024**



**John Delain
Fire Chief**

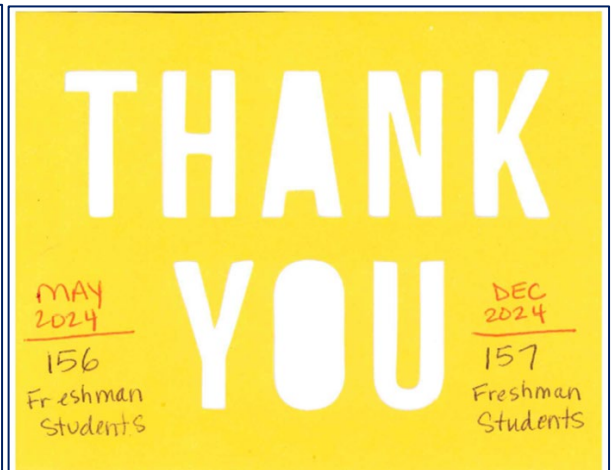
RESPONSE

2024 Monthly Incident Totals
(Response & NFPA Compliance)



Performance Target: Arrival of crews within 8 minutes according to NFPA 1710 standard, and within 5:20 minutes per ISO Guidelines (NFPA standard is 90%).

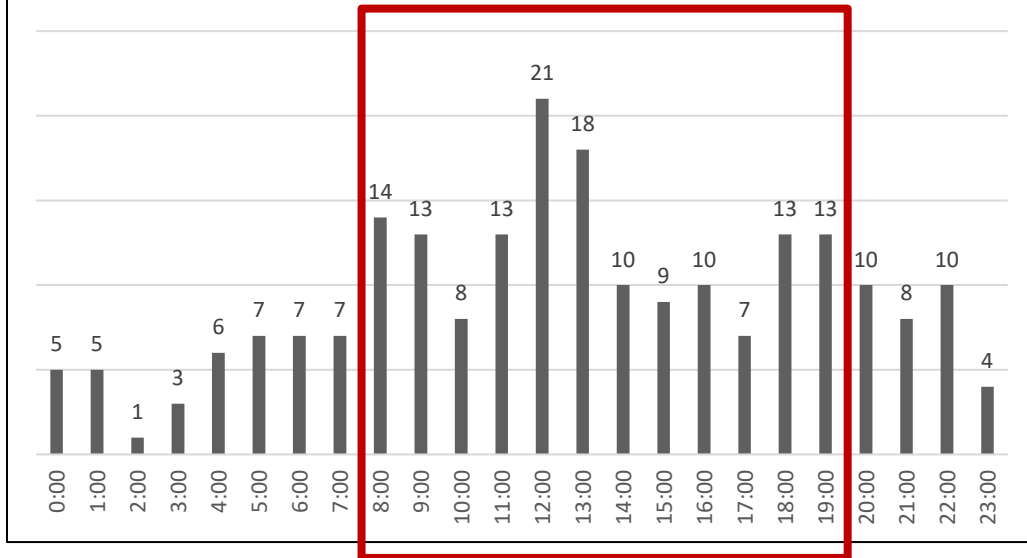
Germantown Fire Dept.
Thank you so much for taking time out of your busy schedules to teach our 9th graders Hands Only CPR + AED. The students love the hands on activity and appreciate learning this life saving skill. We appreciate your partnership + look forward to the future!
♥ GHS Health
-Taylor Wilcox & Anne Garrett



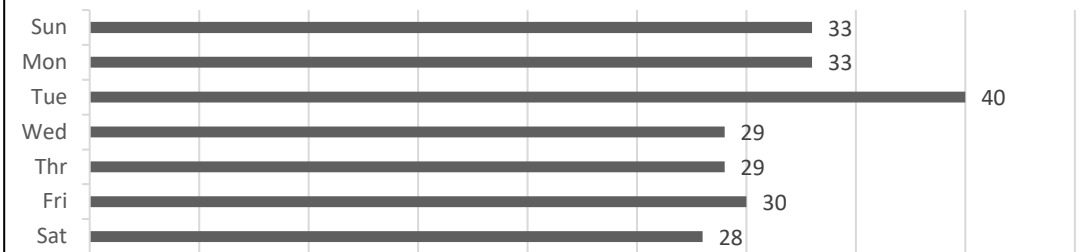
Twice each school year, the GFD visits the GHS Freshman Health Classes to teach Hands Only CPR. In total, over 300 Students receive life-saving training every year!

INCIDENTS

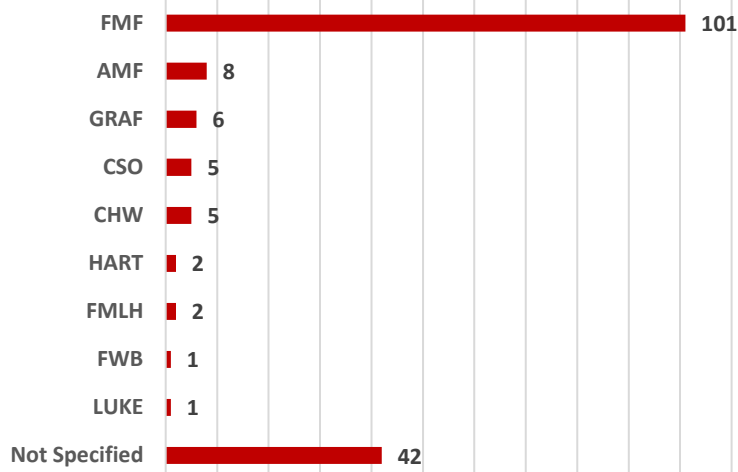
DEC - Calls by Time of Day



DEC - Calls by Day of Week



DEC HOSPITAL TRANSPORTS = 173



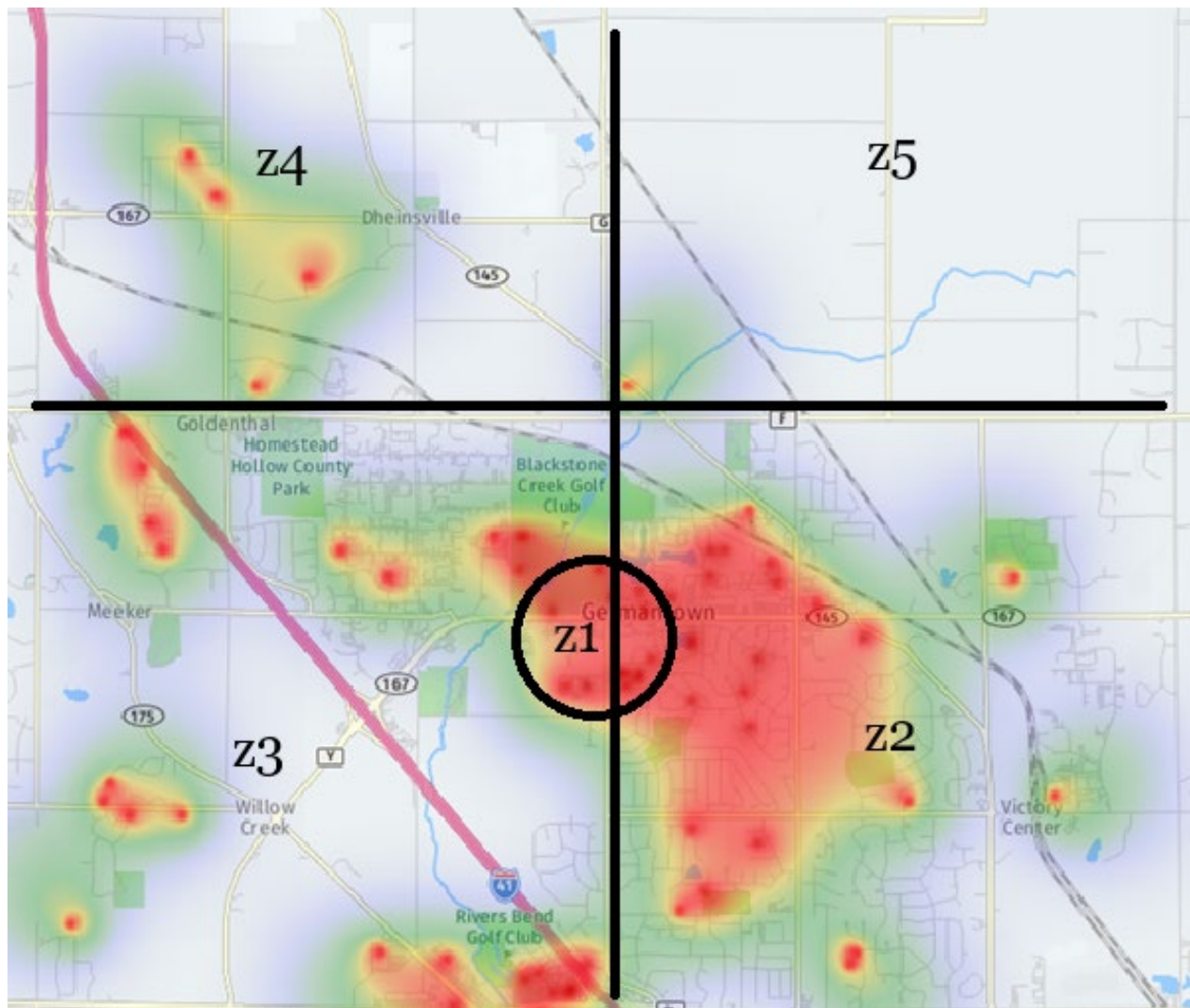
Location Details:

AMF	Ascension Falls
AWA	Aurora West Allis
CHW	Children's
CSO	Columbia St Mary's Ozaukee
ELM	Elmbrook Brookfield
FMF	Froedtert Falls
FMLH	Froedtert Main
FMQ	Froedtert Mequon
FWB	Froedtert West Bend
GRAF	Aurora Grafton
HART	Aurora Hartford
LUKE	St Luke's
VA	VA Hospital
WAWK	Waukesha Memorial

INCIDENTS

	DEC 2024
Districts Responded	# of Incidents
Zone 1 - GFV: Gables, Fairway Knoll, Virginia Highlands, Frontida	33
Zone 2 - SE-Southeast	101
Zone 3 - SW-Southwest	65
Zone 4 - NW-Northwest	7
Zone 5 - NE-Northeast	2
OUT - All areas outside Village	5
Total	213

NOTE:
Vehicle accidents (MVA) will show in the incident numbers, but will *not* show in the heat map. They are typically reported at an intersection, not an address.



Call volume "Heat Map" indicating incidents in the Village by Zone.

INCIDENTS

NFIRS Incident Type - DEC 2024

of Incidents

100 -Fire, other	1
111 -Building fire	3
131 -Passenger vehicle fire	2
143 -Grass fire	1
251 -Excessive heat, scorch burns with no ignition	1
321 -EMS call, excluding vehicle accident with injury	163
322 -Vehicle accident with injuries	8
324 -Motor vehicle accident with no injuries.	6
412 -Gas leak (natural gas or LPG)	1
421 -Chemical hazard (no spill or leak)	1
424 -Carbon monoxide incident	2
500 -Service Call, other	1
531 -Smoke or odor removal	1
550 -Public service assistance, other	1
554 -Assist invalid	2
611 -Dispatched & canceled en route	4
652 -Steam, vapor, fog or dust thought to be smoke	1
730 -System malfunction, other	1
731 -Sprinkler activation due to malfunction	5
733 -Smoke detector activation due to malfunction	2
735 -Alarm system sounded due to malfunction	3
740 -Unintentional transmission of alarm, other	1
741 -Sprinkler activation, no fire - unintentional	2
743 -Smoke detector activation, no fire - unintentional	2
744 -Detector activation, no fire - unintentional	1
745 -Alarm system sounded, no fire - unintentional	4
746 -Carbon monoxide detector activation, no CO	1
911 -Citizen complaint	1

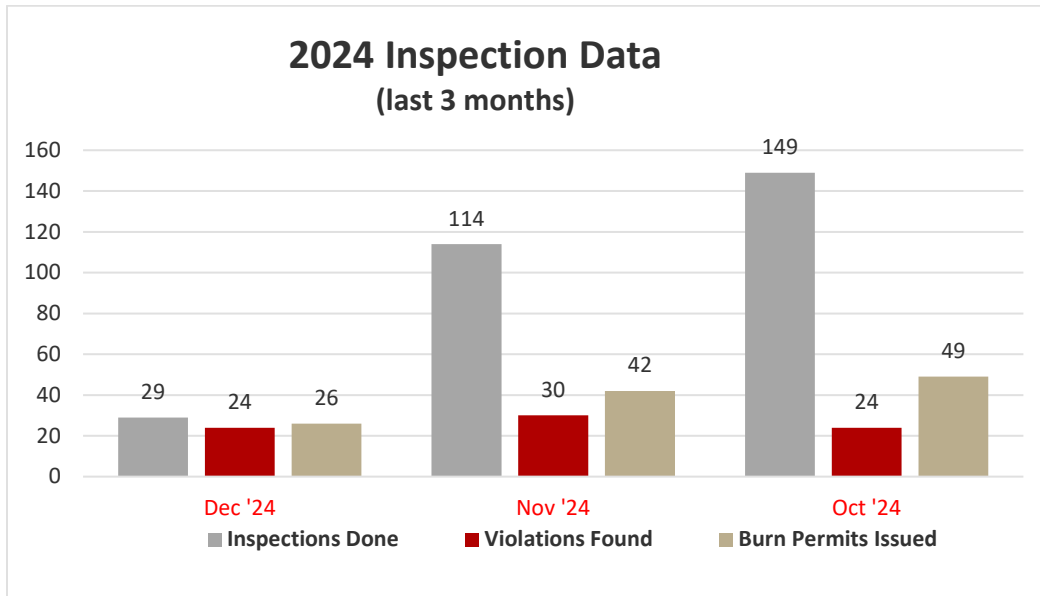
NFIRS Mutual Aid Summary Report

DEC 2024

Village of Germantown

Mutual Aid Type	Received From/Given To	Number of Incidents	Number of Units
Mutual aid given	Jackson Fire Department	1	1
	Menomonee Falls Fire Department	1	1
	Richfield Volunteer Fire Company	1	1
	Total :	3	3
Mutual aid received	Grafton Volunteer Fire Department Inc.	1	2
	Hartford Fire and Rescue	1	1
	Jackson Fire Department	2	3
	Menomonee Falls Fire Department	5	7
	Pewaukee Fire Department	1	1
	Richfield Volunteer Fire Company	3	3
	Thiensville Volunteer Fire Department	1	1
	West Bend Fire Department	1	1
	Total :	8	19
	Grand total :	11	22

INSPECTIONS



PUBLIC EDUCATION

December:

- GHS Freshman Students (313) Hands-Only CPR
- Ride Along (5)
- GFD Department Training (1)
- GFD Explorers Post 17 training (2)
- New Hire Swearing In (3 full time)
- TEMS Training (1)

BUSINESS OF THE PUBLIC SAFETY COMMITTEE

MEETING DATE: February 3, 2025

PLACEMENT: Action Item

ITEM TITLE: Weather Siren Proposal

SUBMITTED BY: Patrick Merten, Interim Police Chief

SUMMARY EXPLANATION:

With the consolidation of dispatch services happening later in 2025, a standalone activation system needs to be installed if the village would like to keep the weather sirens. Currently Germantown Police Dispatch sets off the warning sirens in case of severe weather. Without dispatchers working 24-7 at Germantown Police Department, there is no one to activate the warning sirens when severe weather approaches. We are currently relying on our police Sergeants to set off the sirens on third shift if the situation arises. Sheboygan Warning Systems currently services all of the warning sirens in the village of Germantown.

Sheboygan Warning Systems has prepared 2 different options for the village of Germantown to consider, that would not need a person to set them off.

Quote 393 – Installation of an American Signal standalone RTU on 15 siren sites
\$128,897.00

Quote 394 – Supply and install NEXGEN and associated equipment
\$22,659.00

I did speak with Emergency Management Coordinator, Rob Schmid and Captain Rob Stuesser from the Sheriff's Department on them setting our sirens off. Both agreed that the county is not in any position to do this for Germantown, since Hartford and Slinger just upgraded their warning sirens on their own last year. They do not set warning sirens off for any municipality at this time.

ATTACHMENT:

1. OPTION 1 - Germantown Standalone RTU's Quote #393
2. OPTION 2 - Germantown NEXGen Quote #394
3. NEXGen Info Sheet

STAFF RECOMMENDATION:

ACTION BY Committee:

Company Address

1904 Geele Avenue Sheboygan, WI 53083
Phone: (920) 287-4432

Date 8/20/2024**Quotation #** 393**Quotation For**

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Quotation valid until: 9/19/2024**Comments or Special Instructions**

This quote is to supply and install American Signal Corporation standalone RTU's on all 15 siren sites in the Village of Germantown. This quote includes all equipment needed for the Village of Germantown's warning siren system to activate automatically with NOAA via NEXGen. The cost of a NEXGen setup including a CSC-960 (Control Console) with ECC (Encrypted Communications Card), VHF radio, radio interface cable, lightning arrestor, NEXGen software, tower server (Includes monitor, keyboard & mouse) and NOAA auto activation is \$21,309.50. This option allows for the Village to have new activation equipment and features of NEXGen functionality including two-way status monitoring.

Quantity	Description	Unit Price	Taxable?	Amount
15	Standalone RTU NexGen 2.0	\$3,591.00		\$ 53,865.00
15	ECC Format Card (Encrypted Communications Card)	\$273.00		\$ 4,095.00
15	Current Sensor	\$112.00		\$ 1,680.00
15	Radio Interface Kit (Radio to move from control cabinet to RTU Enclosure)	\$52.50		\$ 787.50
15	Lightning Arrestor, VHF, PL-259	\$182.00		\$ 2,730.00
15	Federal Rotation Sensor	\$112.00		\$ 1,680.00
15	Flexible Conduit & Wire	\$68.00		\$ 1,020.00

15	Installation of Equipment at sites. •Install (1) American Signal two-way Siren control per American Signal installation specifications at sites approved by the Village. •Furnish and install electrical accessories for 120/240 vAC operation of siren. •Remove radio from existing siren control cabinet, reprogram and re-install in new cabinet. •Re-use existing antenna, coax, and antenna bracket.	\$2,782.00		\$ 41,730.00
1	Central Station Controller-960, ECC Format Includes 10 Programmable Push Buttons	\$4,650.00		\$ 4,650.00
1	Radio Interface Kit	\$52.50		\$ 52.50
1	Lightning Arrestor, VHF, PL-259	\$182.00		\$ 182.00
1	CompuLert™ NEXGen Command and Control Server Software	\$7,650.00		\$ 7,650.00
1	Tower Server-Includes RAID 1 data mirroring, 8Gb RAM, 21" Monitor, Keyboard, Mouse. Preloaded with Ubuntu LTS and supporting environment for CompuLert™ NEXGen.	\$3,825.00		\$ 3,825.00
1	NOAA Auto Activation	\$2,500.00		\$ 2,500.00
1	Installation of NEXGen Server & Association Equipment	\$2,450.00		\$ 2,450.00

TERMS AND CONDITIONS

1. Sheboygan Warning Systems is not liable for any damage and/or errors (Ex. Warning siren not sounding) when not on premise.
2. Mail signed quote to the address listed above.

Subtotal	\$128,897.00
Tax Rate	N/A
Sales Tax	Exempt (Pending Exemption Form)
Other	N/A
TOTAL	\$128,897.00

Customer Acceptance (Sign Below):

Print Name

Signature

Company Address

1904 Geele Avenue Sheboygan, WI 53083
Phone: (920) 287-4432

Date 8/20/2024**Quotation #** 394**Quotation For**

Village of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022

Quotation valid until: 9/19/2024**Comments or Special Instructions**

This quote is to supply and install NEXGEN and associated equipment. This quote is turn-key and will allow the sirens to be activated via NOAA CAP feeds. This would not allow for two-way status monitoring but that could be added.

Quantity	Description	Unit Price	Taxable?	Amount
15	Program Existing Sites & Radios (Verify)	\$90.00		\$ 1,350.00
1	Central Station Controller-960, ECC Format Includes 10 Programmable Push Buttons	\$4,650.00		\$ 4,650.00
1	Radio Interface Kit	\$52.50		\$ 52.50
1	Lightning Arrestor, VHF, PL-259	\$182.00		\$ 182.00
1	CompuLert™ NEXGen Command and Control Server Software	\$7,650.00		\$ 7,650.00
1	Tower Server-Includes RAID 1 data mirroring, 8Gb RAM, 21" Monitor, Keyboard, Mouse. Preloaded with Ubuntu LTS and supporting environment for CompuLert™ NEXGen.	\$3,825.00		\$ 3,825.00
1	NOAA Auto Activation	\$2,500.00		\$ 2,500.00
1	Installation of NEXGen Server & Association Equipment	\$2,450.00		\$ 2,450.00

TERMS AND CONDITIONS

- 1. Sheboygan Warning Systems is not liable for any damage and/or errors (Ex. Warning siren not sounding) when not on premise.
- 2. Mail signed quote to the address listed above.

Subtotal	\$22,659.50
Tax Rate	N/A
Sales Tax	Exempt (Pending Exemption Form)
Other	N/A
TOTAL	\$22,659.50

Customer Acceptance (Sign Below):

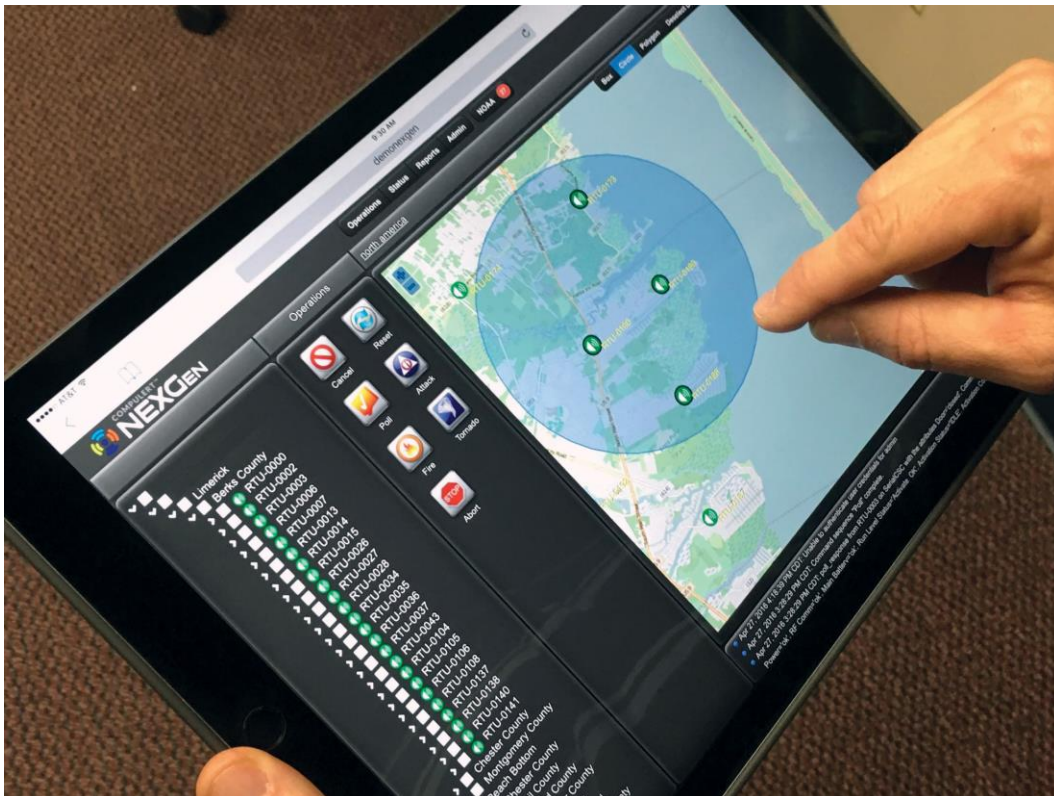
Print Name

Signature



Sheboygan Warning Systems LLC
1904 Geele Ave, Sheboygan, WI 53083
(920) 287-4432
sales@swssirens.com

AMERICAN SIGNAL CORPORATION COMPULERT NEXGEN



NEXGEN KEY FEATURES

WHAT IS COMPULERT™ NEXGEN?

CompuLert™ NEXGen is a powerful mass notification platform, capable of seamlessly integrating critical communications systems with distributed data collection and sensing equipment, to provide custom life safety solutions. It was developed by American Signal Corporation, a premiere outdoor warning system manufacturer based right here in Wisconsin since 1942. CompuLert™ NEXGen is an award-winning set of software and hardware that empowers communities to upgrade any brand or age outdoor warning system with the latest in activation and monitoring technology.

INTEGRATES INTO YOUR EXISTING SIREN SYSTEM

CompuLert™ NEXGen provides communities a solid means to activate their outdoor warning sirens regardless of existing brand or model. The one-way features of this software and included hardware will allow communities immediate solutions such as NOAA auto-activation and a dedicated activation server/software console without the need to change hardware or programming in the field. This is especially beneficial to large multi-community siren networks as it allows the entity activating the siren ultimate flexibility without needing to get involved with the sirens at a local level, especially in small to large systems with multiple brands of warning equipment.

TWO-WAY AND ONE-WAY COMPATIBLE FROM THE START

From the very first day your system is installed, NEXGen can operate both one-way activation and two-way features natively. The one-way capabilities will upgrade any siren system without the need to change programming or hardware on individual siren sites. Once NEXGen has been chosen as the activation platform for your siren system you or the communities you represent can opt to further purchase the necessary compatible boards/chips or remote terminal units to operate two-way functions. A decision can also be made to continue operating siren sites with legacy one-way activation codes (DTMF and/or TTS). NEXGen ties in any potential two-way sites and one-way sites together to create a single uniform activation platform.

NO HIDDEN FEES

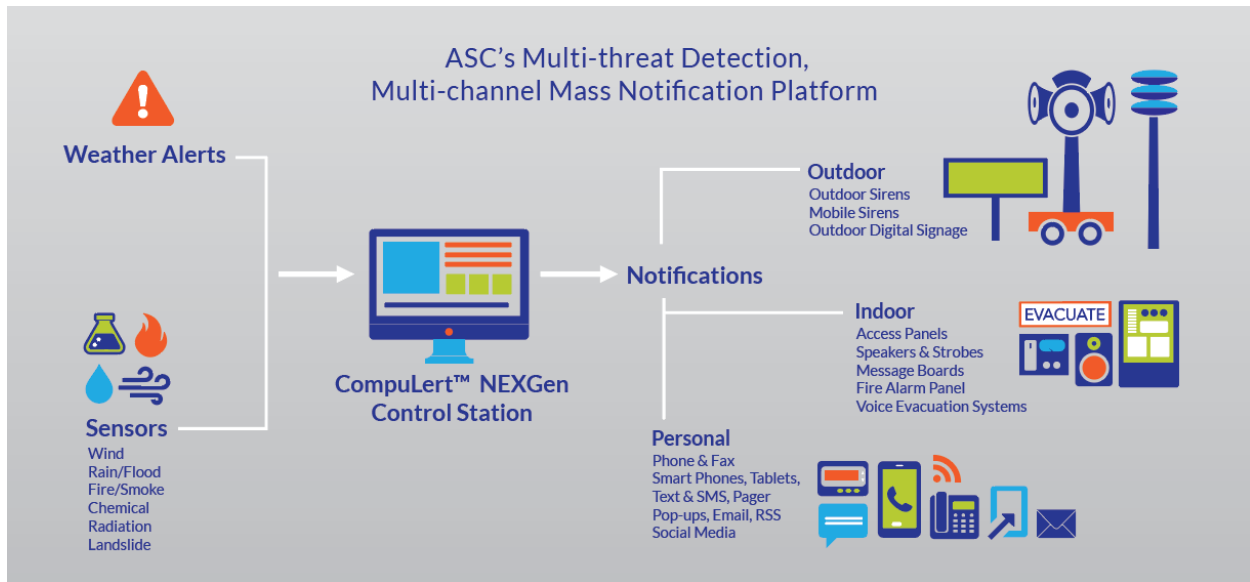
Some alternative siren activation software manufacturers may charge you hefty annual support fees for different tiers of activation software once it is purchased. So long as the software is hosted on your local secure server, CompuLert™ NEXGen comes with no annual support fees or additional hidden fees once it is purchased. We are a firm believer that once you purchase something, it is yours and we will continue to support your system with upgrades over the life of the product.

SPECIFIC CAPABILITIES

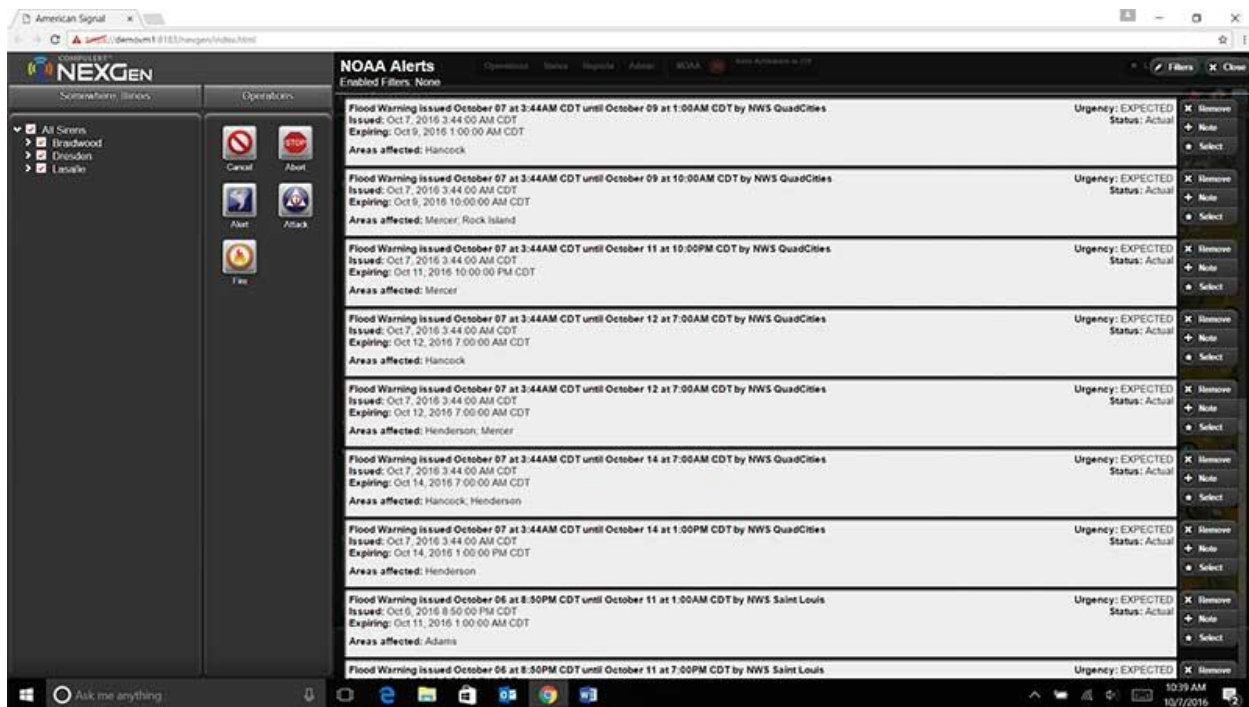
WHAT CAN COMPULERT™ NEXGEN DO?

CompuLert™ NEXGen provides simple, effective solutions to monitor and control emergency siren systems, while also maintaining a user-friendly administration interface. From one siren system to thousands of sirens located in separate geographic regions, CompuLert™ NEXGen provides intuitive command and control capabilities.

CompuLert™ NEXGen's integration capabilities also provide advanced detection and warning capabilities to pre-existing system networks. The CompuLert™ NEXGen platform includes both hardware and software. Hardware is fully-integrated with ASC's full line of **emergency warning sirens**, and can also be interfaced with numerous sensing and detection devices. In a mass notification system comparison, no other system offers this level of functional integration.

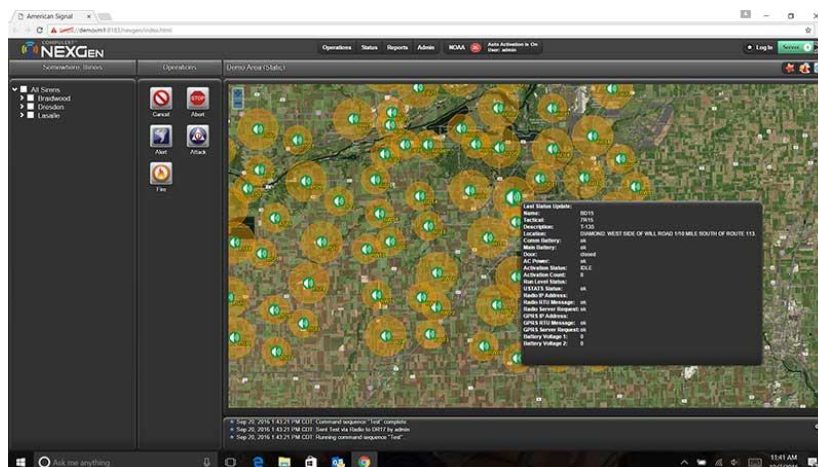


- **Interface with National Weather Service Alerts (NOAA) and FEMA's Integrated Public Alert Warning System (IPAWS):** Automatically retrieve alert messages to activate critical mass notification devices and systems. When identical alerts come through multiple sources, CompuLert™ NEXGen has the option to respond only to the first one.
- **Common Alerting Protocol (CAP) compliant:** Fully supports consuming and originating CAP-compliant messaging.
- **Auto-Activation:** Provides unattended activation of alert notification devices automatically in response to NWS/CAP messages, increasing critical life-saving time. Manual control over the sirens is still available at all times via the PC or command console.
- **Auto-Test:** Provides various rules that can be configured to allow for year-round or seasonal outdoor warning siren testing automatically. Follow-up polling for two-way siren sites can also be configured to verify test and actual warning sounding status.
- **Remote activation:** Access your control dashboard from any device, for instant, up-to-date information and monitoring.
- **CompuLert™ NEXGen rules engine:** Emergency managers can adjust their filters to allow only relevant alerts to come through and activate devices only in designated areas.



- **Tiered architecture by design:** CompuLert™ NEXGen is a true multi-tier client server application based on leading-edge architecture and global mobile technologies, providing a seamless transition from traditional desktops to tablet and mobile platforms.
- **Compatible with existing outdoor sirens:** Designed to work with ASC-brand sirens seamlessly, as well as alerting and communication devices from numerous other manufacturers.
- **Multiple communication channel support:** Ability to manage multiple simultaneous communication channels utilizing dissimilar technologies. CompuLert™ NEXGen includes an intelligent communications management engine that coordinates emails, SMS messages, phone calls, digital signage and more.

TWO-WAY BENEFITS



CompuLert™ NEXGen can upgrade new or existing siren sites with two-way status monitoring and live PA for voice sirens. The two-way benefits of the NEXGen platform can allow monitoring of individual siren site status and real-time alarm messages. This allows for rapid deployment of service personnel should an issue with a siren site arise. Furthermore, the site security features allow for rapid response by authorized personnel if the siren sites are tampered with by unauthorized parties for any reason. Another

feature of the two-way upgrades includes any community utilizing an electronic voice/tone type siren. Any brand voice/tone siren with the correct hardware can communicate immediate live public address messages either over one or multiple siren sites as selected. Any form of two-way communication can be secured via ASC Encrypted Communication Cards to protect against sophisticated hacking or unauthorized activation and is offered as the SWS standard option when quoting NEXGen two-way activation systems for your community.

FREE CONSULTATION AND SYSTEM PLANNING

Sheboygan Warning Systems offers free siren consultation and system planning services to all communities. Our company was formed by two volunteer fire-fighters with a mission to promote redundancy in mass-notification of the public by offering effective, reliable and cost-effective outdoor warning siren solutions. We offer a full range of system planning options including customer specific site planning, activation system overhaul planning, coverage mapping, and devising future fiscally responsible system goals. Our boots on the ground approach to all the above allows us to really see your community needs through in-person visits and presentations. We are thankful for your consideration of our product. If any additional questions or requests for a more personalized presentation arise, please do not hesitate to reach out. We stand by 24/7 to assist your community with all outdoor notification solution needs.

BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI

MEETING DATE: February 3, 2025

AGENDA ITEM: Action Item

ITEM TITLE: Panasonic Toughbook Purchase

SUBMITTED BY: Captain Patrick Merten

SUMMARY EXPLANATION:

I am requesting to replace 7 Toughbook computers for our patrol fleet that are 10 years old. There are 8 squad computers that were purchased in 2015. We have had some issues and replaced other problem computers over the last 3-4 years when they did not work anymore. This purchase will replace almost all of our old computers. I received 3 quotes from different vendors, ranging from \$29,561.00 to \$34,718.04.

The quotes included; computer, warranty, printer, and cables. Baycom came in at \$29,561.00 with the model of computer and features that we requested. We have done business with Baycom in the past when we have bought computers and equipment and believe the partnership we have developed is important.

I have also include to 2 docking stations to be used to replace 2 older units, along with 2 new desktop docks for universal use in the station. The 2 power supplies are needed in conjunction with the squad docking stations. This quote was for \$1,974.00.

Total =\$31,535.00

This purchase will be coming out of the General Fund of the police department that was approved for the 2025 budget under account #10541000 591000 – PD Misc Equipment.

ATTACHMENT: ORDINANCE___ RESOLUTION___ OTHER__X__

Quote for computers from Baycom.

RECOMMENDATION:

.

To accept the quote from Baycom for the 7 computers, printers, and cables to replace 7 aging Toughbook computers for \$29,561.00 and \$1,974.00 for the docks and power supplies.



A Lifeline in the
Moments that Matter

SAM COLUCCI
2040 RADISSON ST.
GREEN BAY, WI 54302
PHONE: 920-544-4311
FAX: 920-468-8615
scolucci@baycominc.com

GERMANTOWN POLICE DEPT.
PAT MERTEN
N112 W16877 MEQUON RD.
GERMANTOWN, WI 53022
1/28/2025
262-253-7780
pmerten@germantownpolicewi.gov

QUOTE NO. SC20250128C

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
State Contract# 505ENT-O16-NASPOCOMPUT-02			
7	Panasonic Toughbook FZ-55 Windows 11 Pro, Intel Core i7-1370P (up to 5.2GHz) vPro Processor 14" FHD Gloved Multi Touch Display 16GB SDRAM, 512GB Opal Solid State Drive USB-C Thunderbolt 4, USB-A (2), HDMI, MicroSDXC Wi-Fi 6E, Bluetooth 5.3, Ethernet NIC 10/100/1000 4G LTE-A Multi Carrier, Band 14, Satellite GPS Dedicated GPS Dual Pass Antenna (Ch1:GPS/Ch2:WWAN) Tetra Array Microphone, 92db Speakers, Audio In/Out 3.5mm Infrared Webcam with Privacy Cover Emissive Backlit Keyboard Standard Battery and AC Power Adapter 3 Year Preferred (Parts & Labor) Warranty	\$3,180.00	\$22,260.00
OPTIONS:			
	Extend Preferred (Parts & Labor only) Warranty to 4 Years: \$198.00 each		
	Extend Preferred (Parts & Labor only) Warranty to 5 Years: \$321.00 each		
	Upgrade Warranty to 3 Year Protection Plus (No Fault): \$269.00 each		
	Upgrade Warranty to 4 Year Protection Plus (No Fault): \$469.00 each		
7	Upgrade Warranty to 5 Year Protection Plus (No Fault): \$649.00 each	\$649.00	\$4,543.00
7	PJ822 Thermal Printer	\$339.00	\$2,373.00
7	Brother Printer Power Cord	\$26.00	\$182.00
7	USB-A to USB-C 6 Foot, 90 Deg	\$29.00	\$203.00

	EQUIPMENT COST:	\$29,561.00
	SHIPPING:	Included
	TAX:	Exempt
	TOTAL:	\$29,561.00

Payment Terms: Net 30 Days
Quotation Good for 90 Days
We impose a surcharge of 2% on credit card purchases over \$1,000.00 which is not greater than our cost of acceptance.

Your signature is an agreement to purchase and an acceptance of Baycom's Terms & Conditions
(<http://terms.baycominc.com>)

Approved By: _____ / _____
AUTHORIZED CUSTOMER SIGNATURE DATE

All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions, Please Contact Sam Colucci at 920-544-4311

www.baycominc.com

920.468.5426

800.726.5426





A Lifeline in the
Moments that Matter

SAM COLUCCI
2040 RADISSON ST.
GREEN BAY, WI 54302
PHONE: 920-544-4311
FAX: 920-468-8615
scolucci@baycominc.com

GERMANTOWN POLICE DEPT.
PAT MERTEN
N112 W16877 MEQUON RD.
GERMANTOWN, WI 53022
1/29/2025
262-253-7780
pmerten@germantownpolicewi.gov

QUOTE NO. SC20250129C

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
State Contract# 505ENT-O16-NASPOCOMPUT-02			
2	Gamber Johnson Vehicle Dock for Toughbook FZ-55 USB-A (2), Serial, Ethernet	\$655.00	\$1,310.00
2	Lind 120W Vehicle Power Supply	\$153.000	\$306.00
2	PlugAble Thunderbolt Desktop Dock	\$179.000	\$358.00

Payment Terms: Net 30 Days
Quotation Good for 90 Days

*We impose a surcharge of 2% on credit card purchases over
\$1,000.00 which is not greater than our cost of acceptance.*

Your signature is an agreement to purchase and an acceptance of Baycom's Terms & Conditions
(<http://terms.baycominc.com>)

EQUIPMENT COST: \$1,974.00
SHIPPING: Included
TAX: Exempt
TOTAL: **\$1,974.00**

Approved By: _____ / _____
AUTHORIZED CUSTOMER SIGNATURE DATE

All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions, Please Contact Sam Colucci at 920-544-4311

www.baycominc.com

920.468.5426

800.726.5426



**BUSINESS OF THE PUBLIC SAFETY COMMITTEE
GERMANTOWN, WI**

MEETING DATE: February 3, 2025

AGENDA ITEM: Action Item

ITEM TITLE: IDEMIA Fingerprint Scan Software

SUBMITTED BY: Captain Patrick Merten

SUMMARY EXPLANATION:

With the consolidation of the ProPhoenix software last year, the need to upgrade our LiveScan software and camera was needed. The current LiveScan is no longer supported by IDEMIA, therefore an upgrade is required in order to work with our current ProPhoenix Multi-Juris platform. The LiveScan allows for fingerprints, photographs, and instant identification verification.

IDEMIA Live Scan	\$17,177.00
Printer	\$1,648.00
Camera	<u>\$1,409.00</u>
Total	\$20,234.00

This purchase will be coming out of the General Fund of the police department that was approved for the 2025 budget under account #10541000 591000 – PD Misc Equipment.

ATTACHMENT: ORDINANCE___ RESOLUTION_____ OTHER__X__

IDEMIA Live Scan Software, Camera, and Printer Quote.

RECOMMENDATION:

To purchase the IDEMIA Live Scan Software, Camera, and printer from IDEMIA for \$20,234.00.



11951 Freedom Drive, Suite 1800
Reston, Virginia 20190

January 9, 2025

**State of Wisconsin
Trusted Identification
Partner for 30 Years**

Captain Patrick J Merten (Interim Chief)
Operations Division
Village of Germantown Police Department
N112W16877 Mequon RD.
Germantown, WI, 53022

Tel: 262.253.7780

Email: pmerten@germantownpolicewi.gov

Reference No. IDWI-L062824-01B

IDEMIA is pleased to provide * Village of Germantown Police Department* with the following price quote for the IDEMIA LiveScan System equipped with standard Wisconsin profiles for submission to the Wisconsin Department of Justice (WDOJ) Automated Fingerprint Identification System (AFIS).

IDEMIA's fully integrated LiveScan solution provides * Village of Germantown Police Department* the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ 2-Finger FAST ID to WDOJ AFIS *include for (Criminal processing)*
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls *include for (Criminal processing)*
- ◆ Mug Photo Capture available *(option)*
- ◆ Full compliance with WDOJ AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty



Tenprint/Palm Capture units shown above

IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry is demonstrated by our placing resources *in the field* near the customer to provide on-site customer support.

Our standard warranty is 1 Year on-site for both parts and labor. * Village of Germantown Police Department* report a problem, IDEMIA will dispatch the IDEMIA Representative to go on-site to resolve the problem as opposed to other vendors who send a "box with a replacement part". We send a highly trained support representative to provide problem resolution. This ensures that * Village of Germantown Police Department* staff members are not burdened with the added task of "parts replacement".

*Since 1993,
IDEMIA has been
the sole provider
of the WDOJ State
AFIS System*

Solution Description and Pricing

IDEMIA proposes the equipment and services described below.

Tenprint/Palm Capture - Desktop

Table 1. Pricing

	Description	Unit Price
LS-D-53HD-22 LS-CSTX-WI LS-COMX LS-UPS LS-IAT-CUSTOM LS-FREIGHT-DP	IDEMIA LiveScan System Desktop Tenprint/Palm Capture, including: ♦ IDEMIA LiveScan System Software ♦ FBI Appendix F Certified Tenprint/Palm 1000PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ♦ Computer, monitor, keyboard ♦ UPS ♦ Foot pedal for hands free advancement ♦ Standard WDOJ Workflows and Profiles ♦ Installation / On-site Training ♦ Warranty: 1 Year On-site Advantage Solution warranty, 9x5, Next day on-site response and parts replacement ♦ Freight	\$17,177
LS-D-53HD-MAINT-95	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$3,199

Current shipping is **30+** days after receipt by IDEMIA of * Village of Germantown Police Department* completed pre-install documentation, or as otherwise scheduled.

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details:

ContractMaintenance@us.idemia.com

* Village of Germantown Police Department* is responsible for establishing connection to the Wisconsin Department of Justice (WDOJ) Badgernet network for electronic submission. * Village of Germantown Police Department* is encouraged to do this prior to the purchase.

Options and Pricing

Table 2. Options

	Description	Unit Price	Annual Maintenance*
LS-PRNT-M	Printer Black & White Tenprint Card, Duplexer-Tray	\$1,409	\$212
LS-PRNT-M LS-PRNT-M-TRAY	Printer Black & White Tenprint Card, Duplexer-Tray, +1 additional Trays	\$1,648	\$248
LS-DP-MUG 2203-900000-00	Desktop Mugshot Capture Kit (camera, software)	\$1,409	\$212
LS-SWOX-DI-OFCS-BPUSH	Demographic Interface (DI) - receives B.TXT files from external system via FTP or Windows File Share. Records pushed to system show in LiveScan Inventory View available for edit.	\$1,500	N/A
LS-SWOX-DIXML	Demographic Interface (DI) - allows XML files to be imported into LiveScan--XML format specific to IDEMIA. XML files can be pushed to LiveScan or pulled down via FTP, SMTP, or Windows File Share.	\$850	N/A

IDEMIA LiveScan System – Details Table 3. Details

Item	Description
Wisconsin Enterprise Customization	- TOTs: APP, CRM, CRM Test - Cards: FD258, FD249, FD884, Wisconsin Final Disposition Form DJ-LE-249, Wisconsin State Criminal Forms DJ-LE-241 - Transmits: WI IDEMIA mail server via SMTP email; Return Msg: No - Touch Print Enterprise Wisconsin Palm customization (for Palm Capture Systems)
TPE-COMX-SMTPE	Electronic Fingerprint Records Transmission via SMTP over TCP/I

Customer Responsibilities

* Village of Germantown Police Department* is responsible for the following:

*** Village of Germantown Police Department* is responsible for establishing connection to the Wisconsin Department of Justice (WDOJ) Badgernet network for electronic submission. * Village of Germantown Police Department* is encouraged to do this prior to the purchase**

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Provide a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- Installation, testing and troubleshooting any network communication connections, lines and/ or * Village of Germantown Police Department* network devices.
- To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- Obtaining all required authorizations for connecting to the WDOJ.
- Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- Printer supplies such as ink and toner cartridges (consumables) are * Village of Germantown Police Department* responsibility. IDEMIA does not offer or resell these items.

IDEMIA's Standard Warranty and Maintenance support includes remote dial in AND on-site support services.

Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- Should * Village of Germantown Police Department* desire or require the ability to interface the proposed IDEMIA LiveScan with an RMS / JMS, upon request IDEMIA will provide * Village of Germantown Police Department* an Interface Control Document (ICD) for RMS/JMS vendor use to ensure compliance with the interface. Set-up will occur at the same time as the installation of IDEMIA LiveScan. Additional fees may occur if this set-up is requested at a separate later date.

- ♦ If it is determined that the RMS/JMS cannot meet the requirements of the ICD, IDEMIA will analyze and quote any specific development needs required to establish the interface between the proposed IDEMIA LiveScan and the * Village of Germantown Police Department* RMS/JMS.
- ♦ An inter-agency agreement between * Village of Germantown Police Department* and WDOJ will be in place.
- ♦ * Village of Germantown Police Department* will provide all necessary communication to connect to WDOJ. This includes, but is not limited to hubs, routers, modems, etc.
- ♦ LiveScan System shipment and On-site Installation Services will be scheduled after network connectivity to WDOJ has been established and verified and IDEMIA's Program team has received the completed pre-install documentation from * Village of Germantown Police Department*.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the * Village of Germantown Police Department* database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices exclude any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Pricing valid through: March 30, 2025

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEMIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: noemi.islas@us.idemia.com | anamtkorders@us.idemia.com

Please direct all questions and order correspondence to:

Noemi Islas
IDEMIA Inside Sales
Email: noemi.islas@us.idemia.com | Tel: (657) 652-4447

We look forward to working with you.

Sincerely,



Casey Mayfield
 Sr. Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support - On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, * Village of Germantown Police Department* agrees to the terms and pricing stated in this price quote for the products and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services.

Signature Authorization for Order:

Signature

Name

Patrick J. Merten

Date

Total Purchase Price (including any Options): \$ 20,234.⁰⁰

PLEASE ENTER TOTAL ORDER AMOUNT ON THE LINE ABOVE

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

GERMANTOWN POLICE DEPT

1112 W16877 Mequon Rd

GERMANTOWN, WI 53022

Billing Contact name JULEE BARTH

Telephone number (262) 253-7788

Email jbarth@germantownpolicewi.gov

Check if Billing Address is same as Shipping Address: ☒

Please provide Shipping Address (if different from Billing Address):

Technical Contact name WILLIAM CHARNOTA

Telephone number (847) 624-3141

Email wcharnota@capital-data.com

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 11951 Freedom Drive, Suite 1800, Reston, Virginia 20190 and _____, ("Customer"), having a place of business at _____

_____, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual

of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____

Name _____

Title _____

Date _____

NAME ("CUSTOMER")

Signed _____

Name Patrick J. Merten

Title _____

Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

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4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

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SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

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6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

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Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

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This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

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11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



Legal

PHONE 608-781-8988

FAX 608-793-6120

1626 Oak St., P.O. Box 2107

La Crosse, WI 54602

www.kwiktrip.com

January 21, 2025

Village Clerk
Village of Germantown
P.O. Box 337
Germantown, WI 53022-0337

RE: Agent Change
Kwik Trip 631
W188N10963 Maple Rd.

Dear Village Clerk:

A new manager, Tristain Sparks, has been assigned to take over leadership responsibilities of the Kwik Trip 631 convenience store. Therefore, we would like to appoint Tristain as the agent of the store.

Enclosed please find the completed Agent forms along with a \$10.00 check for the processing fee for this service. I would like to request that you include this on the agenda of your next Village Council meeting for consideration

Please contact me if you require anything further at DHafner@kwiktrip.com or [REDACTED] Thank you in advance for your assistance with this matter.

Yours truly,

Deanna Hafner
Licensing Agent

Enclosures

Form

CTV-102

Cigarette, Tobacco, and Electronic Vaping Device
Appointment of Agent

Date

Agent Type (check one) Original ☒ Change

Part A: Agent Information

1. Last Name Sparks	2. First Name Tristain	3. M.I. R.
4. Email LicensingDept@kwiktrip.com	5. Phone 608-606-1097	
6. Home Address [REDACTED]		
7. City [REDACTED]	8. State [REDACTED]	9. Zip Code [REDACTED]
10. Date of Birth [REDACTED]	11. Driver's License/State ID Number [REDACTED]	12. Driver's License/State ID State of Issuance [REDACTED]

Part B: Questions

1. Have you completed Form CTV-101, Cigarette, Tobacco, and Electronic Vaping Device License - Individual Questionnaire? Submit a completed Form CTV-101 with this form. ☒ Yes ☐ No
2. If this is a change of agent, please describe the reason for the agent change. Attach additional sheets if necessary.
- New manager assigned to oversee the store.

Part C: Business Information

1. Legal Business Name (individual name if sole proprietor) Kwik Trip, Inc.		
2. Business Trade Name or DBA Kwik Trip 631		
3. Entity Type (check one) ☐ Limited Liability Company ☒ Corporation		
4. Premises Address W188N10963 Maple Rd		
5. City Germantown	6. State WI	7. Zip Code 53037

Part D: Attestations

READ CAREFULLY BEFORE SIGNING: I, the Licensee, authorize the above-named individual to act for the above-named corporation or limited liability company with full authority and control of the premises and of all business relative to cigarettes, tobacco products, and/or electronic vaping devices conducted therein. I certify that I am authorized by the 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.

Signature of Licensee (officer, member, or authorized signatory) Scott P. Zietlow	Date 01/21/2025
Name of Person Signing for Licensee Scott P. Zietlow	Title President

READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation or limited liability company and assume full responsibility for the conduct of all business relative to sales of cigarettes, tobacco products, and/or electronic vaping devices conducted 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 form, and that any person who knowingly provides materially false information on this form may be required to forfeit not more than \$1,000 if convicted.

Signature of Agent Tristain Sparks	Date 1/21/25
---------------------------------------	-----------------

CTV-102 (N, 2-24)

Wisconsin Department of Revenue

Form

CTV-101

Cigarette, Tobacco, and Electronic Vaping Device License - Individual Questionnaire

Date

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Kwik Trip, Inc.

2. Business Trade Name or DBA

Kwik Trip 631

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☐ Limited Liability Company☒ Corporation**Part B: Individual Information**

1. Name (Last)

Sparks

2. Name (First)

Tristain

3. Name (M.I.)

Ray

4. Relationship to Business (Title)

Agent

5. Email

LicensingDept@kwiktrip.com

6. Phone

7. Home Address

8. City

9. State

10. Zip Code

11. Date of Birth

12. Driver's License/State ID Number

13. Driver's License/State ID State of Issuance
WI**Part C: Individual's Address History**

List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

State		County		State		County		State		County	
[Redacted Address Information]											

Previous Address 2

If applicable, 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
[Redacted Address Information]							

Continued

Wisconsin Department of Revenue

CTV-101 (NL 2-24)

Part D: Individual's Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses) 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:

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

2. Are charges for any offenses currently pending against you (other than traffic offenses) 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: Affidavit by Individual

READ CAREFULLY BEFORE SIGNING: 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 an application for cigarette, electronic vaping devices, and tobacco products retail license may be required to forfeit not more than \$1,000 if convicted. I declare under penalties of the law that I have examined this information, and, to the best of my knowledge, it is true, correct, and complete to the best of my knowledge and belief.

Signature: *Justin Spind* Date: *1/21/25*

Part F: Licensing Authority Approval

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, this individual qualifies to serve in the reported role with the above-named business.

Name of Local Official	Title
Signature of Local Official	Date

Alcohol Beverage Appointment of Agent

Date

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)

Kwik Trip, Inc.

2. Business/Trade Name or DBA

Kwik Trip 631

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.

New manager assigned to oversee the store.

Part B: Agent Information

1. Last Name

Sparks

2. First Name

Tristain

3. M.I.

R.

4. Email

LicensingDept@kwiktrip.com

5. Phone

8. State

9. Zip Code

10. Age

27

11. Drivers License/State ID Number

12. Drivers License/State ID State of Issuance

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement?
Submit proof of completion.☒ Yes ☐ No2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire?
Submit a completed Form AB-100 with this form.☒ Yes ☐ No3. Have you been a Wisconsin resident for at least 90 continuous days?
See instructions for exceptions.☒ Yes ☐ No

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 Zietlow	First Name Scott	M.I. P
Title CEO/President	Email LicensingDept@kwiktrip.com	Phone [REDACTED]
Signature <i>Scott P. Zietlow</i>		Date 01/21/2024

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 Sparks	First Name Tristain	M.I. R
Signature <i>Tristain Sparks</i>		Date 1/21/25

Alcohol Beverage
Individual Questionnaire

Date

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

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- 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)	
Kwik Trip, Inc.	
2. Business Trade Name or DBA	
Kwik Trip 631	
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.
Sparks		Tristain		R.
4. Relationship to Business (Title)		5. Email		6. Phone
Agent		LicensingDept@kwiktrip.com		
7. Home Address				
8. City	9. State	10. Zip Code	11. Date of Birth	
12. Drivers License/State ID Number		13. Drivers License/State ID State of Issuance		

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				
Entire	Life				
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.					
Previous Address	State	Zip Code			
724 Worthington Ct. Unit A West Bend					
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.					
State	County	State	County	State	County

Continued →

Wisconsin Department of Revenue

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: D. M. Thompson Date: 1/21/25

DRIVER LICENSE
REGULAR

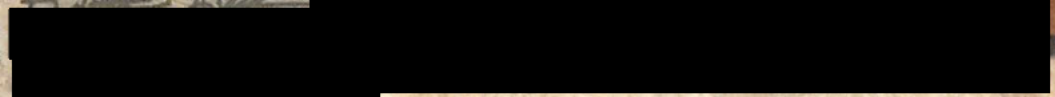
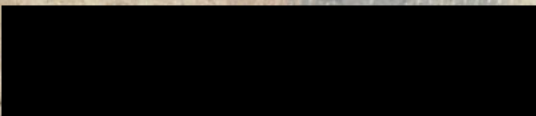
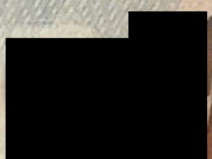
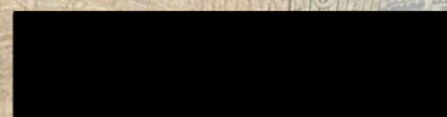
USA
WISCONSIN



4d

CLASS D

1 SPARKS
2 TRISTAIN RAY



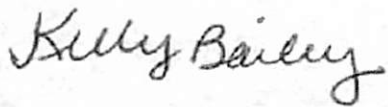
Wisconsin Responsible Beverage Seller/Server Training

TRISTAIN SPARKS

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL175433

Date of Completion: 06/09/2023



Authorized Signature

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

**City of West Bend
"Class A" Retail
Combination License**

**For the sale of
FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS**

**License no:
2024 1
Fee:
\$700.00**

WHEREAS, the local governing body of the City of West Bend, County of Washington, Wisconsin, has, upon application duly made, granted and authorized the issuance of a Retail Class "A" License to:

KWIK TRIP, INC, Tristain Ray Sparks, Agent

PO Box 2107
LA CROSSE, WI 54602

to sell Fermented Malt Beverages as defined by and pursuant to Section 125.26 of the Statutes of the State of Wisconsin and Local Ordinances and the said applicant has paid to the treasurer the sum of \$200.00 for such Class "A" Retailers Fermented Malt Beverage License as required by local ordinances,

AND WHEREAS, the local governing body has granted and authorized the issuance of a "Class A" Intoxicating Liquor License to said applicant to sell intoxicating liquor as defined in and pursuant to Chapter 125 of the Statutes of the State of Wisconsin and local ordinances and the said applicant has paid to the Treasurer the sum of \$500.00 for such "Class A" Intoxicating Liquor License as provided by local ordinances and has complied with all the requirements necessary for obtaining such licenses,

LICENSES ARE HEREBY ISSUED to said applicant to sell, deal and traffic in, at retail, Fermented Malt Beverages and Intoxicating Liquors at the following described premises:

Kwik Trip #1058
1280 E Paradise Dr
West Bend, WI 53095

Location:
One-story frame construction with storage in lockable walk-in cooler & cabinetry on sales floor and behind sales counter which is secured during non-sales hours.

for the period from 7/01/2024 to 6/30/2025.

Given under my hand and the Seal of the City of West Bend, County of Washington, this 16th day of July, 2024.

(Corporate Seal)


Jilline Dobratz, City Clerk

This license must be FRAMED and POSTED IN A CONSPICUOUS PLACE in the room where Fermented Malt Beverages and Intoxicating Liquors are sold or served.

Temporary Alcohol Beverage License

Municipality

License(s) Requested	Fees	
☒ Temporary "Class B" Wine ☒ Temporary Class "B" Beer	License Fees	\$ 10.00
	Background Check	\$
	Total Fees	\$ 10.00

Part A: Organization Information		
1. Organization Name Deutschstadt Heritage Foundation		
2. Organization Permanent Address N112 W16240 Mequon Rd		
3. City Germantown	4. State WI	5. Zip Code 53022
6. Mailing Address (if different from permanent address)		
7. FEIN 39-1619261	8. Date of Organization/Incorporation 07/01/88	9. State of Organization/Incorporation WI
10. Phone (414) 403-8427	11. Email maifestgermantown@gmail.com	
12. Organization type (check one) ☐ Bona Fide Club ☐ Church ☐ Fair Association/Agricultural Society ☐ Veteran's Organization ☒ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.		
13. Is this organization required to hold a Wisconsin Seller's permit? ☐ Yes ☒ No		
14. Wisconsin Seller's Permit Number (if applicable)		

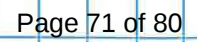
Part B: Individual Information			
List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary. Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).			
Last Name	First Name	Title	Phone
Hargan	Charlie	President	
Miller	Ken	Vice President	
Lastrilla	Judy	Secretary	
Danczyk	Michelle	Treasurer	

Continued →

Part C: Event Information			
1. Name of Event (if applicable) Maifest			
2. Dates of Operation 05-16, 05-17, 05-18-25		3. Hours of Operation varies each day <i>16th: 5pm-12pm 17th 11am-12pm 18th 12pm-8pm</i>	
4. Premises Address Fireman's Park, Park Ave.			
5. City Germantown		6. State WI	7. Zip Code 53022
8. County Washington	9. Governing Municipality ☐ City ☐ Town ☒ Village of: <u>Germantown</u>		10. Aldermanic District
11. Organizer of Event (if not the named applicant)		12. Email and/or Phone Number for Organizer of Event maifestgermantown@gmail.com	
13. Organizer Website maifestgermantown.org		14. Event Website	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are 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. See attached <i>(60'x120' tent erected by event organizer)</i> <i>Sold: created 60x120 tent bar areas Records: behind bar in 60x120 tent Stored: Locked trailers behind bar in tent Consumed: Beer Garden area + Fireman's park.</i>			

Part D: Attestation			
Who must sign this application? • one officer or director of the nonprofit organization			
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 organization 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 according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted 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 Miller		First Name Ken	M.I.
Title Vice President	Email maifestgermantown@gmail.com	Phone [REDACTED]	
Signature <i>[Signature]</i>		Date 11/25/2025	

Part E: For Clerk Use Only	
Date Application Was Filed With Clerk 1/20/25 RH 829-0092	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	



BUSINESS OF THE PUBLIC SAFETY COMMITTEE

MEETING DATE: February 3, 2025

PLACEMENT: Resolution

ITEM TITLE: A Resolution Establishing the Fee for Outdoor Entertainment Permits

SUBMITTED BY: Brian Sajdak, Attorney

SUMMARY EXPLANATION:

At the January 6, 2025 meeting, the Village Board adopted an ordinance which created section 12.03 of the Germantown Municipal Code to establish an Outdoor Entertainment Permit within the Village. That code section provides that the Village Board shall establish a permit fee by resolution from time-to-time. The proposed resolution establishes a \$350 fee for the annual permit, and a \$75 fee for the 3rd and subsequent temporary permits issued in any permit year (July 1 to June 30). Based upon discussions previously held by the Committee, there were concerns about imposing fees for one-time events for activities like MaiFest, which is why there is no fee for the 1st or 2nd temporary permit. These fees are consistent with the fees charging in other communities that have similar permits, and also reflect the administrative cost to the Village associated with the permits.

Also attached for your information is the proposed permit application form.

ATTACHMENT:

1. Resolution re Outdoor entertainment permit fee
2. Outdoor Entertainment Permit Application

STAFF RECOMMENDATION:

A motion to recommend a Resolution Establishing the Fee for Outdoor Entertainment Permits to the Village Board as presented; or such other action as the Committee deems appropriate.

ACTION BY Committee:

VILLAGE OF GERMANTOWN

RESOLUTION NO. ____-2025

A RESOLUTION ESTABLISHING THE FEE FOR OUTDOOR ENTERTAINMENT
PERMITS

WHEREAS, the Village Board previously created section 12.03 of the Germantown Municipal Code which established an Outdoor Entertainment Permit within the Village; and

WHEREAS, Section 12.03 calls upon the Village Board to establish a permit fee by resolution from time-to-time; and

WHEREAS, the Village Board previously adopted a fee schedule which it desires to amend to provide for the fee related to Outdoor Entertainment Permits;

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown that the Village Fee Schedule shall be amended to add a fee for the Outdoor Entertainment Permit as follows:

Annual Outdoor Entertainment Permit	\$350
Temporary Outdoor Entertainment Permit (First and second permits in Permit Year)	\$0/permit
Temporary Outdoor Entertainment Permit (Third and subsequent permits in Permit Year)	\$75/permit

Adopted: _____, 2025

Vote: Ayes: _____ Nays: _____

Dean M. Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

OUTDOOR ENTERTAINMENT PERMIT APPLICATION

- Additional permits or approvals may be required by other Departments (sign permits, temporary use permits, building permits, electrical permits, liquor license, etc.). You are responsible for obtaining those permits prior to approval of this application. Contact Community Development at 250-4735 for further information.
- Approved annual permits are valid upon issuance and expire on the next June 30. Temporary permits are valid during the dates identified on the Permit. If there are any changes to a previously approved permit application, an amended approval will be needed.
- **IF YOUR APPLICATION SHOULD BE DENIED BY THE VILLAGE BOARD, THE FEES ARE NON-REFUNDABLE.**

☐	Annual Permit	\$350
☐	Temporary Permit – 1 st and 2 nd Permits in Permit Year (7/1 to 6/30)	\$0
☐	Temporary Permit – 3 rd Permit and subsequent	\$75
Total:		

Applicant Name	Phone Number	Email	
Applicant Business Name (if applicable)			
Street Address of Applicant	City	State	Zip
Describe the area where the outdoor entertainment permit will be utilized, including the property address and a description of the area on the Property to be utilized. You MUST include a detailed, scale drawing of the area with dimensions, locations of speakers, televisions, performance location, and the like.			
Describe the hours of outdoor entertainment. For Temporary Permits, List Dates and Hours of Event. For Annual Permits, List Proposed Days and Hours of outdoor entertainment (e.g., Between June 1 and September 30, Fridays 4pm to 8pm, Saturdays Noon to 9 pm). You MUST include a detailed plan of operation setting forth the dates, hours, location, type and scope of the operation for all outdoor entertainment.			

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 Outdoor Entertainment Permit 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 permit be granted to me.

 Applicant Signature

 Date

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

Community Development Reviewed: _____ Plan Commission Date (if applicable): _____

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: _____

500 foot Notice Mailing date _____ Public Safety Meeting Date _____ Approved/Denied (Circle One)

Village Board Meeting Date _____ Approved/Denied (Circle One) Permit Number: _____ Village Clerk Approval: _____

OUTDOOR ENTERTAINMENT PERMIT

POLICY & PROCEDURE

1. An Outdoor Entertainment Permit is required when the following types of entertainment are provided, wholly or in any part, including fixtures, attendees, and sound systems, outside of a fully enclosed permanent structure:
 - a. Amplified or non-amplified music, including live singers, musicians, bands, or orchestras, recorded music, karaoke, juke boxes, live DJ's, background music, radios, and the like.
 - b. Audio-visual broadcasts, including the presentation of live televised events such as a sporting event, television shows, movies and the like.
2. There are two types of outdoor entertainment permits:
 - a. Annual Permit: Allows the permittee to provide outdoor entertainment outside an enclosed structure during specified hours. The permit period is July 1 through June 30, with each year requiring a new permit.
 - b. Temporary permit: Allows the permittee to provide activities outside an enclosed structure during a specified period or periods for special, limited occurrences.
3. Permit applications must be accompanied by a site plan and a scaled drawing or map showing the location of all speakers, televisions, performance locations, and the like.
4. Permit applications must be accompanied by a detailed plan of operation setting forth the dates, hours, location, type and scope of the operation for all outdoor entertainment activities. A complete plan of operation should include as applicable a description of the type of entertainment to be offered, a security plan (including the number of security personnel, how they will be utilized, how they are identified, etc.), a plan to handle control and clearance of the parking lot during hours of operation and at closing time, a plan for unruly patrons, intoxicated patrons, and physical disturbances, a plan of how alcohol sales and consumption will be addressed, a plan for litter and noise complaints and contact information for an individual to address complaints at times entertainment is ongoing.
5. NO ALCOHOL BEVERAGES shall be served or consumed without appropriate licenses or permits.
6. All applications shall be referred to the Police Chief and Fire Chief for review and recommendation.
7. All property owners within 500 feet of the property to be subject to an Outdoor Entertainment Permit shall be notified of the pendency of application and the date(s), time(s) and location, when the request will be considered by the Public Safety Committee. This shall be done by first class mail, at least 15 days prior to the scheduled meeting.
8. The Public Safety Committee shall review the request, consider the recommendations of the Police and Fire Chiefs, and make a recommendation to the Village Board regarding issuance. The Village Board may impose conditions and restrictions on the permit found to be necessary to minimize the impact of the outdoor entertainment upon surrounding properties including limiting the dates and times of activities and requiring technologically reasonable steps to minimize noise and other impacts.

BUSINESS OF THE PUBLIC SAFETY COMMITTEE

MEETING DATE: February 3, 2025

PLACEMENT: Ordinance

ITEM TITLE: An Ordinance Amending Section 12.03 of the Germantown Municipal Code Related to Suspension or Revocation of Outdoor Entertainment Permits

SUBMITTED BY: Brian Sajdak, Attorney

SUMMARY EXPLANATION:

At the January 6, 2025 meeting, the Village Board adopted an ordinance which created section 12.03 of the Germantown Municipal Code to establish an Outdoor Entertainment Permit within the Village. At that time, it was requested that an amendment be brought forward to provide for additional detail with respect to the suspension and revocation process for these permits. The proposed ordinance accomplishes that task.

During the January discussion, there were also questions posed about the amount of a citation if there was a violation. Under the current bond schedule adopted by the Municipal Court, the first violation would be \$250, second would be \$357.10, and each subsequent violation would be \$495.70. These amounts are the same as the amounts for noise violations. The Board could ask the Court to consider an amendment to the bond schedule for violations related to these permits.

ATTACHMENT:

1. Ordinance Amending Outdoor Entertainment Permit re Revocation

STAFF RECOMMENDATION:

A motion to recommend an Ordinance Amending Section 12.03 of the Germantown Municipal Code Related to Suspension or Revocation of Outdoor Entertainment Permit to the Village Board as presented; or such other action as the Committee may deem appropriate.

ACTION BY Committee:

AN ORDINANCE AMENDING SECTION 12.03 OF THE GERMANTOWN MUNICIPAL
CODE RELATED TO SUSPENSION OR REVOCATION OF OUTDOOR
ENTERTAINMENT PERMITS

WHEREAS, the Village Board previously created section 12.03 of the Germantown Municipal Code which established an Outdoor Entertainment Permit within the Village; and

WHEREAS, the Village Board recognizes that noise is threat to the public health and welfare, public safety, quality of life and property values; and

WHEREAS, the Village Board similarly recognizes that amenities within the Village, including outdoor entertainment during the warmer months, also improves the quality of life for residents; and

WHEREAS, the Village Board desires to amend the Municipal Code to provide for detailed enforcement procedures for violations of an Outdoor Entertainment Permit; and

WHEREAS, the Village Board has determined that proper regulation of noise within the Village furthers the public health, safety and welfare of the community;

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I

Section 12.03(7) of the Germantown Municipal Code is created to read as follows:

12.03 OUTDOOR ENTERTAINMENT PERMIT.

(7) SUSPENSION AND REVOCATION.

(a) In addition to the penalty provided in sub. (6), any outdoor entertainment permit issued may be revoked or suspended for cause by the Village Board. Suspension or revocation proceedings may begin upon a verified written complaint being filed with the Clerk, referral by the Police or Fire Chief, or upon motion of the Public Safety Committee or Village Board, the with a hearing before the Public Safety Committee after written notice of not less than seven (7) days to the permit holder. Upon the conclusion of the hearing, the Public Safety

Committee shall forward a recommendation with respect to revocation or suspension to the Village Board who shall consider the recommendation and determine whether to suspend, revoke, or place additional conditions upon a permit. The recommendation of the Public Safety Committee regarding the permit shall be based on the preponderance of evidence presented at the hearing. Village Board shall consider the recommendation of the Public Safety Committee and determine whether to suspend, revoke, or place additional conditions upon a permit.

(b) If a retail alcohol beverage license or permit for a premises is suspended or revoked, and the licensee/permittee also holds an outdoor entertainment permit for the same property, the outdoor entertainment permit shall be revoked or suspended for the same time period as the alcohol beverage license or permit.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION IV

This ordinance shall take effect and be in full force upon its passage and the day after its publication.

Adopted: _____, 2025 Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney

Published: