



Regular Village Board Meeting Agenda

April 5, 2023 – 6:00 pm
Village Hall, 235 Hickory Street, Pewaukee, WI 53072

To view the meeting live: <https://youtube.com/live/MeQZeLx94CA?feature=share>

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations.
 - a. Ordinance No. 2023-02, Ordinance to Amend Section 40.471 of the Village Code of Village of Pewaukee Regarding the Regulation of Transient Commercial Lodging Uses in Residential Districts
3. Approval of Minutes of Previous Meeting.
 - Minutes of the Regular Village Board Meeting – March 21, 2023
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*
5. Ordinances.
 - a. Possible Action on Ordinance No. 2023-02, Ordinance to Amend Section 40.471 of the Village Code of Village of Pewaukee Regarding the Regulation of Transient Commercial Lodging Uses in Residential Districts
 - b. Possible Action on Ordinance No. 2023-03, Ordinance to Amend Chapter 86, Article III, Section 86.111 of the Code of Ordinances Regarding Speed Limits Decreased (W. Wisconsin Avenue along Lakefront Park)
6. Resolutions. – None.
7. Old Business. – None.
8. New Business.
 - a. Discussion and Possible Action on Right-of-Way/Lease Agreement for Public Parking Spaces with Beach Bum Bakery, 161 W. Wisconsin Avenue, Unit 1G
 - b. Discussion and Possible Action on Agreement with Flock Group Inc. for Hardware and Software License Plate Camera System
 - c. Update on Finance Committee
 - d. Discussion and Direction on Trustee Committee Appointment Terms
 - e. Discussion and Direction on Proposed Building Code Amendment
 - f. Discussion and Possible Action on Proposal for Engineering Services, Village Bridge Deck Surface Treatments
 - g. Alcohol License
 1. Possible Action on Agent Change at Pick-n-Save
 2. Possible Action on New Class A License Regarding 1256 Capitol Dr #600



Regular Village Board Meeting Agenda

9. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*

10. Closed Session. – The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding Riverside Preserve Developers Agreement; and pursuant to Wis. Statute Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding 460 Park Avenue.

11. Reconvene Into Open Session.
 - a. Possible Action on Riverside Preserve Developers Agreement
 - b. Possible Action on Proposal Related to 460 Park Avenue Regarding Property Maintenance

12. Adjournment.

Note: Notice is hereby given that a quorum of a Village Committee and/or Commission may be present at the Village Board meeting, and if so, this meeting shall be considered an informational meeting of that Committee or Commission and no formal action of that Committee or Commission shall occur. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted March 31, 2023

**VILLAGE OF PEWAUKEE
VILLAGE BOARD MINUTES
March 21, 2023**

1. Call to Order, Pledge of Allegiance, Moment of Silence, and Roll Call

Village Clerk Smith called the meeting to order at approximately 6:00 p.m. The Pledge of Allegiance was recited, followed by a moment of silence. Clerk Smith called for nominations for Acting Chair in the absence of Village President Knutson. Trustee Rohde moved, seconded by Trustee Grabowski, to nominate Trustee Roberts as Acting Chair. Motion carried 6 – 0.

Roll Call was taken with the following Village Board members present: Trustee Ed Hill, Trustee Bob Rohde, Trustee Kelli Belt, Trustee Chris Krasovich, Trustee Jim Grabowski; and Trustee Craig Roberts. President Jeff Knutson was excused.

Also Present: Village Attorney, Mark Blum; Village Administrator, Scott Gosse; Village Clerk, Cassie Smith; Director of Public Works/Engineer, Dan Naze; and Library Director, Nan Champe.

2. Public Hearings/Presentations - None

3. Approval of Minutes of Previous Meeting

- a. Minutes of the Regular Village Board Meeting – March 7, 2023

Trustee Grabowski moved, seconded by Trustee Krasovich to approve the March 7, 2023 minutes of the Regular Village Board meeting as presented.

Motion carried 6-0.

4. Citizen Comments - none

5. Ordinances – None

6. Resolutions

- a. **Possible Action on Resolution No. 2023-03, Acknowledgement of the 2022 WPDES Storm Water Discharge Permit Annual Report**

Director Naze explained that the MS-4 permit expired in 2019 but is perpetuated by the WI DNR until a new permit is issued, which should be soon. The DNR indicated they are planning to start on a TDML for the Fox River (total daily maximum load) to determine what the waste load is and divide up the waste load to point and nonpoint waste sources to meet the clean water act in the future. Anyone who is a waste discharger will end up with a limitation as to what they can discharge. In the future, they are looking at implementing a chloride requirement. Director Naze gave a summary of the WPDES Storm Water Discharge Annual Report. Discussion followed regarding a comparison from the previous year and road salt application.

Trustee Hill moved, seconded by Trustee Rohde to Approve Resolution No. 2023-03 to Acknowledge the 2022 WPDES Storm Water Discharge Permit Annual Report as Presented.

Motion carried 6-0.

7. Old Business - None

8. New Business

a. **Discussion and Review of 2022 Pewaukee Public Library Annual Report**

Director Champe presented and reviewed the Pewaukee Library usage for 2022. Champe gave information about activities, programs offered, and marketing strategies. About 42% of the Village residents hold Library cards and the total saved by all cardholders in 2022 was \$5.7 million dollars by utilizing the tools and materials provided by the library. Champe explained that the Library offers certain subscriptions such as Zoo and museum passes to encourage educational experiences. Newly offered board games are now available for checkout. Discussion followed regarding the future of moving into the digital age and how that has changed the library's purchases.

b. **Discussion and Possible Action on Proposal for Professional Engineering Services for 1010 Quinlan Drive Water Reservoir Rehabilitation**

Director Naze presented the proposal from Dixon Engineering for engineering services for rehabbing the 200,000-gallon tank located at 1010 Quinlan Dr. Inspection was included in the agenda packet. The proposal provides design, bidding, inspections, technical specifications, preconstruction meetings, coordination with cellular equipment owners, welding observations, exterior and interior coating observation, and a one-year remotely operated vehicle warranty inspection. Naze gave an overview of the cellular currently placed cellular equipment. The increase of \$23,000 is due to the extra time involved due to cellular equipment. The current cellular agreements allow for a maximum of \$3,500 per company to move equipment on the tower and for inspections. The Village will be able to recover a minimum of \$10,500 from the cellular companies per the agreement.

Trustee Hill moved, seconded by Trustee Grabowski to Approve the Proposal for Professional Engineering Services for 1010 Quinlan Drive Water Reservoir Rehabilitation as Presented not to Exceed \$72,950.

Motion carried 6-0.

c. **Discussion and direction regarding Pewaukee High School class proposal of Lakefront Park use supporting mental health awareness event**

Trustee Rohde introduced the Pewaukee High School group presenting their mental health awareness event. No approval is necessary for this event, but it was thought that delivering this event to the Village Board would be advantageous. The three students Ellen, Dana, and Kate gave an overview of their event. They have many vendors joining their mental health events to help promote mental, physical, and emotional health. The Village Board commended the group for their efforts and passion regarding this project.

d. **Monthly Approval of Checks and Invoices for all funds – February 2023**

Trustee Grabowski asked what the refund checks are on the check listing report. Administrator Gosse stated that each year there are property owners that overpay or the property owner and mortgage company may both pay and the Village has to refund those amounts to the owners.

Trustee Hill moved, seconded by Trustee Rohde to Approve the February 2023 checks and invoices for all funds, except the library, as presented.

Motion carried 6-0.

Trustee Krasovich moved, seconded by Trustee Grabowski to Acknowledge the February 2023 check and invoices regarding the Library.

Motion carried 6-0.

9. Citizen Comments

None

10. Closed Session. – *The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis.*

Statute Section 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding Riverside Preserve Developers Agreement; Fire and EMS Contract with City of Pewaukee and Joint Library Agreement with City of Pewaukee; and pursuant to Wis. Statute Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding Wisconsin Manufacturers & Commerce and Anna Heise Revocable Trust.

Trustee Krasovich moved, seconded by Trustee Rohde to move into Closed Session at approximately 6:48 p.m. Motion carried on Roll Call vote, 6-0.

11. Reconvene into Open Session

Trustee Hill moved, seconded by Trustee Grabowski to reconvene into Open Session at approximately 7:38 p.m.

Motion carried on Roll Call vote, 6-0.

a. Possible Action on Riverside Preserve Developers Agreement

No action was taken.

12. Adjournment

Trustee Krasovich moved, seconded by Trustee Grabowski to adjourn the March 21, 2023, Regular Village Board meeting at approximately 7:39 p.m.

Motion carried 6-0.

Respectfully Submitted,

Casandra Smith
Village Clerk



To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: March 29, 2023

Re: Agenda Item 5a - Possible Action on Ordinance No. 2023-02, Ordinance to Amend Section 40.471 of the Village Code of Village of Pewaukee Regarding the Regulation of Transient Commercial Lodging Uses in Residential Districts

BACKGROUND

Attached for your review and consideration please find a copy of the proposed ordinance as recommended by the Plan Commission on a 4 – 2 vote for Village Board consideration. As the Village Board is aware, the State of Wisconsin adopted legislation several years back restricting local control over short-term rental properties and the Village Board referred a review of the Village’s ordinance on this matter to the Plan Commission for review and recommendation.

ACTION REQUESTED

The action requested of the Village Board by the Plan Commission is to consider adoption of the attached draft ordinance.

ANALYSIS

The highlights of the ordinance as recommended by the Plan Commission are as follows:

1. A minimum 3-night stay is required (Section 40.471(b));
2. Rentals are allowed all 365 days of the year;
3. A license is required for a short-term rental property and details of the license requirements are included in the attached draft (Section 40.471(d));
4. One of the requirements for a license and included in the draft ordinance is that a property manager/owner reside within 5 miles of the property being used as a short-term rental (Section 40.471(e)(1)(e)(iii)).

Attachment

ORDINANCE NO. 2023-02

**ORDINANCE TO AMEND SECTION 40.471 OF VILLAGE CODE OF
VILLAGE OF PEWAUKEE REGARDING THE REGULATION
OF TRANSIENT COMMERCIAL LODGING USES IN RESIDENTIAL DISTRICTS**

The Village Board of the Village of Pewaukee, Waukesha County, Wisconsin do ordain as follows:

SECTION I

Section 40.471, (a), (2) of the Village Code of the Village of Pewaukee is amended to read as follows:

Section 40.471(a)(2) – Transient commercial lodging uses: The use by any person of residential property for bed and breakfasts, hostels, hotels, inns, lodging, motels, resort or other similar uses.

SECTION II

Section 40.471, (b) of the Village Code of the Village of Pewaukee is amended to read as follows:

Section 40.471(b) – Transient lodging uses: Transient lodging uses for remuneration are prohibited in the residential districts of the Village where the period of each individual use is less than three (3) days. Any person acting as an agent, real estate broker, real estate sales agent, property manager, reservation service or arranges or negotiates for the use of residential property or transient lodging uses, or any person who uses or allows the use of residential property in this manner shall be considered in violation of this Section. Each day in which such residential property is used or allowed to be used in violation of this Section shall be considered a separate offense. Any rental of single-family property for camping purposes is prohibited.

SECTION III

Section 40.471, (c) of the Village Code of the Village of Pewaukee is hereby deleted and recreated to read as follows:

Section 40.471(c) – Any person who maintains, manages or operates a short-term rental (which means a residential dwelling that is offered for rent for a fee and for fewer than 30 consecutive days, or such rentals occur for more than 10 nights each year) shall do the following:

- (1) Obtain from the Department of Agriculture, Trade and Consumer Protection a license

as a tourist rooming house as defined in Wisconsin Statute Sec. 97.01(15k) when required by said Statute; and

- (2) Any person who maintains, manages or operates a short-term rental as defined in this subsection shall obtain from the Village a short term rental license as provided for in Section 40.471(d). The Village shall establish a license fee from time to time based on the Village's actual cost of issuing and monitoring said license. The Village Board shall establish such license fee by Resolution from time to time.

SECTION IV

Section 40.471(d) of the Village Code of the Village of Pewaukee is hereby created to read as follows:

Section 40.471(d) – Short Term Rental License. The Village Clerk shall issue a short-term rental license if an applicant follows the procedures set forth in Section 40.471(e) and demonstrates compliance with the provisions of this Section 40.471 of the Village Code. A short term rental license is issued for one (1) license year, and may be renewed annually as provided for in this section. The short term license shall contain the following information:

- (1) The name of the property owner, with contact information including mailing address and a telephone number at which the property owner is available.
- (2) The license term.
- (3) The State of Wisconsin tourist rooming house license number.

Upon issuance, a license-holder shall provide a copy of this Code section and a copy of the license to all parties using the property for short term rental use, prior to the commencement of each such use.

SECTION VI

Section 40.471(e) of the Village Code of the Village of Pewaukee is hereby created to read as follows:

Section 40.471(e) – Short Term Rental License Application, Renewal, and Revocation Procedure.

- (1) Applications. All applications for short term rental licenses shall be filed with the Village Clerk. No license shall be issued unless a completed application form is accompanied by payment of the required application fee, which fee shall be nonrefundable. Each application shall include the following information and documentation for each short-term rental unit in order to demonstrate compliance with the requirements of this section:
 - a. The name of the property owner, with contact information including mailing address and a telephone number at which the property owner is readily

available.

- b. The street address of the property proposed to be made available for short term rental use.
- c. A description of the premises proposed to be made available for short term rental use.
- d. A copy of the Department of Agriculture, Trade and Consumer Protection tourism house license, as defined in Wisconsin Statute Sec. 97.01(15k), in effect during the short term license year.
- e. Written certification by the property owner that the short-term rental meets the following requirements:
 - i. All short term rental properties shall be subject to and comply with Wisconsin Administrative Code ATCP 72, which is hereby fully incorporated by reference;
 - ii. A minimum of one off-street parking stall shall be provided for every guest bedroom with a minimum of three parking stalls required. All parking areas shall meet the applicable size and location requirements of the Village Code, and shall be hard-surfaced and maintained in a reasonably dustless condition;
 - iii. If the property owner resides within 5 miles of the short-term rental property, a local property manager is not required to be designated. The property owner shall be available at all times when the property is rented. The property owner must notify the Village Clerk within three business days of any change in the property owner's contact information and submit the revised contact information to the Village Clerk within the same time period.
 - iv. Unless the property owner resides within 5 miles of the short-term rental property, a local property manager must be designated for contact purposes and his or her name and contact information must be included on the application filed with the Village Clerk. The local property manager must reside within 5 miles of the short-term rental property and shall be available at all times when the property is rented. The property owner must notify the Village Clerk within three business days of any change in the property manager's contact information for the short-term rental and submit the revised contact information to the Village Clerk within the same time period. For purposes of this paragraph, "property manager" shall be defined as any person who is not the property

owner and is authorized by the property owner, expressly or impliedly, to act as agent and as the local contact person on behalf of the property owner for one or more short-term rental, and to take remedial action and promptly respond to any violation of this chapter or the Village Code relating to the licensed premises.

- v. Sleeping quarters related to a short term rental shall only be located within the principal structure on a lot. Accessory buildings shall not be used for sleeping quarters;
- vi. Occupancy limits shall not exceed the number of occupants allowed in Wisconsin Administrative Code Section ATCP 74.14(2)(b) per bedroom, and also shall not exceed 8 per 1,000 square feet of living area within the principal structure;
- vii. A short term rental property shall not have more people on site than the higher of twenty (20) people or the maximum number of people allowed under Wisconsin Administrative Code Section ATCP 74.14(2)(b).
- viii. The property boundaries shall be reasonably delineated by approved fences, vegetation or other means to ensure that all users can identify the boundaries of the property and can accordingly confine their use to the licensed parcel;
- ix. All refuse containers shall be screened from public view, as required by any applicable zoning or building code requirements
- x. In addition to possible revocation of the short term rental license provided in this Section, any failure by the license holder, after the issuance of a license, to adhere to the requirements of this Section 40.471(e)(1) e. shall be considered violations of this Ordinance and shall be enforced in accordance Section 1.102 of the Village of Pewaukee Municipal Code. Each day that a violation occurs shall be considered a separate violation and will be enforced accordingly.

- (2) Upon the filing of an application pursuant to this section, and prior to the issuance of any license, the property described in the application shall be inspected by the Police Department, Fire Department, and Building Inspector to investigate and determine if the property is in compliance with applicable state, county, or local statutes, ordinances, rules or regulations

including, but not limited to, this Section 40.471. Each department conducting such an inspection shall provide a written report to the Village Clerk confirming compliance or, alternatively, detailing any observed violations. Any observed violations shall be corrected by the applicant prior to the issuance of any license. In the event the applicant fails to correct any observed violations or if the property fails to meet the requirements of Section 40.471(e)(1) e., the Village Clerk shall deny the application for a license. In no event shall a license be issued, and any issued license shall be deemed suspended, when the property which is the subject of the license is under an order issued by the building inspector to bring the premises into compliance with state, county, or local statutes, ordinances, rules or regulations.

- (3) Renewal. Each application for a renewal of a short term rental license shall include all information and documentation required as part of the original application in an updated form and payment of a renewal fee which shall be nonrefundable. A renewal application and the applicable fee must be filed with the Village Clerk at least 45 days prior to the license expiration date in order to allow the Village Clerk adequate time to review and investigate the application. No renewal license shall be issued unless a completed application form is accompanied by payment of the required application fee. Upon the filing of a renewal application pursuant to this section, and prior to the issuance of any renewal license, the property described in the application shall be inspected by the Police Department, Fire Department, and Building Inspector to investigate and determine if the property is in compliance with applicable state, county, or local statutes, ordinances, rules or regulations including, but not limited to, this Section 40.471. Each department conducting such an inspection shall provide a written report to the Village Clerk confirming compliance or, alternatively, detailing any observed violations. Any observed violations shall be corrected by the applicant prior to the renewal of any license. In the event the applicant fails to correct any observed violations or if the property fails to meet the requirements of Section 40.471(e)(1) e., the Village Clerk shall deny the application for a renewal license. Additionally, the Village Clerk may request reports from the Police Department, Fire Department, and Building Inspector regarding any enforcement actions occurring at the Property in the preceding short term rental license year. The Clerk shall review the application and any enforcement actions and may approve or deny the application after considering the number, frequency, and/or severity of any previous enforcement action related to the property, and whether the conduct related to the previous enforcement action substantially harms or adversely

impacts the predominantly residential uses and nature of the surrounding neighborhood. If the Village Clerk determines to deny an application to renew the license, the Clerk shall notify the applicant in writing of the reason(s) for such decision and the applicant's right to appeal to the Village Board as provided in this section. In no event shall a renewal license be issued, and any issued license shall be deemed suspended, when the property which is the subject of the license is under an order issued by the building inspector to bring the premises into compliance with state, county, or local statutes, ordinances, rules or regulations.

- (4) Revocation. A short term rental license may be revoked by the Village Board, after notice to the licensee and a hearing, during the term of a license year and for one or more of the following reasons:
- a. Failure by the licensee to make payment of delinquent fees, taxes, special charges, forfeitures, or other debt owed to the Village
 - b. The issuance of three (3) or more total citations during any short term rental license year for violations of the Municipal Code of the Village of Pewaukee occurring at the licensed property. For purposes of this subsection, the total number of citations related to the licensed property shall be considered for the necessary calculation, notwithstanding whether such citations are issued to the license holder or a user of the property for short term rental use.
 - c. Failure by the licensee, at any time, to adhere to any requirements certified pursuant to s. 40.471(e)(1) e.

Any resident of the Village, or the Village of its own accord, may file a sworn written complaint with the Village Clerk alleging one or more of the reasons set forth in this section as grounds for revocation of the short-term rental license. Upon filing of the complaint, the Village Clerk shall notify the licensee of the complaint by certified mail, return receipt requested and provide the licensee with a copy of the complaint. Such notice shall also contain the time and place of the hearing before the Village Board on said complaint and consideration of revocation under this section. Any hearing under this section shall be held no sooner than 10 days after the notice required by this section is mailed to the licensee.

- (5) Appeal. The Village Clerk's decision to deny an initial license or to deny renewal of a license may be appealed to the Village Board by filing a written appeal with the clerk within 30 days after the date of mailing of the written notice of the Village Clerk's decision. The Village Board shall hold a hearing within 30 days of the Village's receipt of the written appeal, or the

license shall be deemed granted. The Village Clerk shall provide written notice of the date, time, and place of any appeal hearing to the licensee by certified mail return receipt requested. Any hearing under this section shall be held no sooner than 10 days after such notice is mailed to the appellant. If the Village Board finds the Village's Clerk's reasons for his or her decision sufficient, the decision shall be affirmed. If the Village Board finds the Village Clerks' reasons for his or her decision insufficient, the decision shall be reversed and the license shall be granted and issued. The Village Board shall provide appellant a written decision specifying the reasons for its determination, and provide such written decision to the appellant within 10 days of such determination.

- (6) Restrictions on License Transfers. Transfer of a short term license because of transfer or sale of the licensed property is not permissible. Should the licensed property be sold, transferred, or otherwise conveyed by the named applicant, then the issued license shall become void. Whenever a property changes ownership, a new license shall be required to ensure compliance with all applicable state and local laws and ordinances.

SECTION V

Section 40.471, (f) of the Village Code of the Village of Pewaukee is hereby created to read as follows:

Section 40.471(f) – Violations of this Ordinance shall be enforced in accordance Section 1.102 of the Village of Pewaukee Municipal Code. Each day that a violation occurs shall be considered a separate violation and will be enforced accordingly.

SECTION VI

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION VII

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION VIII

This Ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Pewaukee, and shall indicate the date and number of this amending Ordinance therein.

Passed and adopted this _____ day of _____ 2023 by the Village Board of the Village of Pewaukee.

APPROVED:

Countersigned:

Jeff Knutson, Village President

Cassie Smith, Village Clerk

DRAFT



To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: March 28, 2023

Re: Agenda Item 5b, Possible Action on Ordinance No. 2023-03, Ordinance to Amend Chapter 86, Article III, Section 86.111 of the Code of Ordinances Regarding Speed Limits Decreased (W. Wisconsin Avenue along Lakefront Park)

BACKGROUND

The attached ordinance was reviewed by the Public Works & Safety Committee at its March 21st meeting with a recommendation to the Village Board for adoption. The Committee believes that conditions warrant that the speed limit be maintained at 15MPH on a year-round basis.

ACTION REQUESTED

The action requested of the Village Board by the Public Works & Safety Committee is to adopt Ordinance No. 2023-03, Ordinance to Amend Chapter 86, Article III, Section 86.111 of the Code of Ordinances Regarding Speed Limits Decreased (W. Wisconsin Avenue along Lakefront Park).

Attachment

ORDINANCE NO. 2023-03

ORDINANCE TO AMEND CHAPTER 86, ARTICLE III, SECTION 86.111 OF THE CODE OF ORDINANCES REGARDING SPEED LIMITS DECREASED (West Wisconsin Avenue along Lakefront Park)

WHEREAS, the Village of Pewaukee has the ability to reduce speed limits on a street contiguous to or adjacent to a public park or recreation area when children are going to or from or are playing with such area; and

WHEREAS, the Public Works & Safety Committee has recommended to the Village Board that the speed limit along West Wisconsin Avenue be reduced to 15 mph on a permanent basis versus the current seasonal reduction to the 15 mph limit.

NOW, THEREFORE, the Village Board of the Village of Pewaukee, Waukesha County, Wisconsin, do ordain as follows:

SECTION ONE:**Sec. 86.111. - Speed limits decreased.**

- (a) Pursuant to Wis. Stats. § 346.57(4) and (5), which is adopted and incorporated in this section by reference, the speed limit shall be reduced from 35 miles per hour to 25 miles per hour on the portion of Cecelia Drive bounded on the east by Forest Grove Drive to a point approximately 375 feet west of the centerline of Westfield Way on the west.
- (b) Pursuant to Wis. Stats §346.57(4)(i), the speed limit shall be ~~reduced from 25 miles per hour to~~ 15 miles per hour on the portion of West Wisconsin Avenue bounded on the south by Oakton Avenue and on the north by Capitol Drive ~~between the dates of May 15th and September 30th.~~
- (c) Any person violating this section shall pay a forfeiture as set forth in Wis. Stats. § 346.60, which statutory provisions are adopted and incorporated in this section by reference, and applicable village ordinances relating to violations of speed restrictions within the village.

SECTION TWO: All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

SECTION THREE: The several sections of this ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

SECTION FOUR: This ordinance shall take effect upon passage and publication as required by law.

Passed and adopted this _____ day of _____, 2023, by the Village Board of the Village of Pewaukee.

APPROVED:

Jeffrey Knutson, Village President

Countersigned:

Cassie Smith, Village Clerk



To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: March 31, 2023

Re: Agenda Item 8a, Discussion and Possible Action on Right-of-Way/Lease Agreement for Public Parking Spaces with Beach Bum Bakery, 161 W. Wisconsin Avenue, Unit 1G

BACKGROUND

At its March 21st meeting, the Public Works & Safety Committee (PW&S) reviewed a request from Sarah Stephens, Beach Bum Bakery owner, for the leasing of two public parking spaces immediately in front of Beach Bum Bakery (approximately 381 sq. ft.) for Beach Bum Bakery customer parking only. These are two public parking spaces that are currently restricted by Village Code as 15-minute parking spaces. Beach Bum Bakery would like to lease these spaces and post them as Beach Bum Bakery customer parking only to provide spaces for their “grab and go” customers.

ACTION REQUESTED

The action requested of the Village Board by the PW&S Committee, by a unanimous vote, is to consider approval of the attached Right-of-Way permit for Beach Bum Bakery for the purpose of leasing the two public parking spaces directly in front of their storefront for their customer parking only with Beach Bum Bakery responsible for any costs associated with new parking signage that is required to implement this lease agreement.

ANALYSIS

Attached for your review and background please find a copy of the staff memo and information reviewed by the Public Works & Safety Committee. The PW&S Committee noted that they would be comfortable with leasing the two spots immediately in front of Beach Bum Bakery as this would be consistent with the practice used for leasing parking spaces for street dining use. Additionally, the Committee noted that the same lease terms used for street dining should be used for the leasing of the two spaces in question for dedicated customer parking spaces. The Committee further stated that Beach Bum Bakery should be responsible for any costs associated with new signage to designate the parking spaces as parking for their customers only with the Director of Public Works/Engineer approval for the signs being required prior to posting the signs.

Discussion did take place at the Committee level regarding enforcement of the 15-minute parking for Beach Bum Bakery customers only with the consensus of the Committee that this would be up to the owner to enforce. Reference was made to towing of violators; however, staff does have concerns regarding this means of enforcement as to who is going to call for the towing of a violator as well as who is responsible for any related expenses cost and collection of the towing.

After the Public Works & Safety Committee, staff spoke with the Village Attorney to better understand the legal circumstances related to towing a vehicle as a penalty for a parking violation. It should be noted that for a car to

be towed, the Police Department would need to investigate the circumstances to determine if the owner of the vehicle violating the circumstances can be found and determine pertinent facts prior to calling for a tow truck to enforce the towing penalty. The owner of a car that is towed would be the responsible party for paying the expenses related to towing as well as storage of the towed vehicle. Staff also spoke with Chief Heier who advised that towing a vehicle at this area is not feasible given the amount of traffic and logistics of trying to tow a vehicle in this area. Based on the aforementioned concerns, enforcement of leased parking violations would be best served by citation issuance.

The Right-of-Way permit before the Village Board mirrors the permit used for the leasing of public spaces for street dining. The draft document includes specific requirements for Beach Bum Bakery to abide by, including indemnifying and holding the Village harmless from any claims that may arise related to the proposed use, requiring a minimum insurance limits, naming the Village as an additional insured on their insurance, as well as other conditions of use.

The following is the current fee schedule for the leasing of public parking spaces. This was developed several years ago and modeled after a community in the Milwaukee area that charged a fee for the use of public space for café type uses with the annual fee determined on a square footage basis as follows (please note these fees are from 2020 and staff can look to review any updates for the 2024 year if desired):

Up to 100 sq. ft. \$25.00	301 – 400 sq. ft. \$100.00
101 – 200 sq. ft. \$50.00	401 – 500 sq. ft. \$150.00
201 – 300 sq. ft. \$75.00	501 and up \$225.00

on this schedule, the rental fee for Beach Bum Bakery would be \$100 as the square footage is approximately 381 sq. ft.

Attachments

C: Sarah Stephens, Beach Bum Bakery



Right-of-Way Use Permit

Date: _____

Address/Parcel No. of Property Involved: 161 W. Wisconsin Avenue – Unit 1G
Beach Bum Bakery
(PWV 0898-954-002)

Starting/Ending Dates for Use of Right-of-Way: March 1 until October 31 annually

Applicant – Name: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

Nature of Request/Proposed Plan/Layout for Use of Right-of-Way

Reserved parking for Beach Bum Bakery customers only for two street parking
spaces

I do hereby certify as the Applicant for this permit that all of the representations which have been made on behalf of the Applicant to the Village of Pewaukee, as well as all documents supplied in furtherance of this Application are true accurate and complete. The Applicant does further certify that it accepts and agrees to abide by all of the terms and conditions for the issuance of his Permit, including but not limited to the provisions and conditions of issuance set forth below and applicable Village Ordinances. I do hereby certify that I have been authorized by the Applicant and its governing body to make these certifications.

Signature of Applicant
Sarah Stephens, Agent

PERMIT APPROVAL

The foregoing Application is hereby approved, and a Permit is hereby issued by the Village of Pewaukee Village Board subject to full compliance by the Applicant with all provisions and conditions stated herein and the reverse side hereof and all attachments hereto, and only for the purpose as is specifically identified in this Application.

Village Board Approval Date: _____

Dated: _____

Signature of Village Staff Representative: _____

DRAFT

















PROVISIONS AND CONDITIONS OF ISSUANCE:

Pursuant to Wisconsin Statutes and the Ordinance of the Village of Pewaukee, this Permit is granted to allow for the use of public right-of-way for private purposes described herein. The following standard provisions and any included special provisions shall govern this permit:

1. Applicant agrees to indemnify and hold harmless the Village of Pewaukee, its officers, employees, agents and assigns from and against any and all costs, claims, demands, actions, suits, liability and/or award of damages, including actual costs and attorney fees, which might arise, be brought or assessed, because of the issuance or performance of this Permit, or because of any adverse effect upon any person or property which is attributed to the issuance of this Permit.
2. The terms of this Permit and these conditions of issuance shall apply to anyone acting on behalf of the Applicant, its agents or assigns.
3. The permitted facility (two parking spaces) shall not be altered nor shall any structure be added to them without the expressed written permission of the Village.
4. Applicant shall notify the Village of Pewaukee not less than one week prior to starting any work in the public right-of-way.
5. All disturbed areas shall be returned to their present condition, or better, subject to the satisfaction of the Village Engineer or representatives of the Village of Pewaukee.
6. A copy of this approval, along with any plans and special provisions, shall be available at the business named on this Permit.
7. Before the commencement/implementation of this Permit, Applicant agrees to provide the Village with evidence of comprehensive, general liability insurance written on an occurrence basis with limits of not less than \$1 Million per occurrence and \$2 Million aggregate, which insurance shall name the Village of Pewaukee as an Additional Insured on a primary and non-contributory basis. Said coverage shall be evidenced by a Certificate of Insurance, as well as a Policy Endorsement, evidencing the Additional Insured status. Coverage shall also provide that notice of termination or material modification of the policy shall be given not less than thirty (30) days prior to the termination of the policy except in the event of termination for non-payment, in which case the evidence of termination shall be not less than ten (10) days prior to the termination event.
8. This Permit may be suspended or revoked for cause by the Village Board for any failure to abide by the terms of this permit or any applicable Village ordinances or the statutes, rules or orders of other governmental entities with jurisdiction after written notice to the permit holder and a hearing before the Village Board. In the case of circumstances affecting life or safety, Village staff may immediately suspend the permit and all right-of-way use/operations until such conditions are corrected, until a hearing can be conducted.
9. The parking spaces would be able to be used March 1 until October 31 annually. In addition, the Director of Public Works may order the temporary removal of right-of-way dining facilities for major civic events, emergency repairs or other public improvements. The Permit holder shall not be entitled to any damages when/if removal is required.
10. Annual Permit Fees: \$100 per year



Legend

-  Municipal Boundary_2K
- Parcel_Dimension_2K
- Note_Text_2K
- Lots_2K
-  Lot
-  Unit
-  General Common Element
-  Outlot
- SimultaneousConveyance
-  Assessor Plat
-  CSM
-  Condominium
-  Subdivision
- Cartoline_2K
-  EA-Easement_Line
-  PL-DA
-  PL-Extended_Tie_line
-  PL-Meander_Line
-  PL-Note
-  PL-Tie
-  PL-Tie_Line
- <all other values>
- Railroad_2K

0  22.89 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes:

Printed: 3/1/2023





To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: March 29, 2023

Re: Agenda Item 8b, Discussion and Possible Action on Agreement with Flock Group Inc. for Hardware and Software License Plate Camera System

BACKGROUND

Attached for your review and consideration please find a copy of the agreement with Flock Group, Inc. for the hardware and software agreement for the six FLOC cameras. The agreement is for a two-year period with an annual cost of \$15,000 for each of the two years. Please note that the agreement requires a \$350 per camera installation cost (\$2,100 for all cameras) was not known during the budget process or disclosed by Flock until they provided the agreement for our review, which will bring the first year cost for the cameras to \$17,100.

ACTION REQUESTED

The action requested of the Village Board is to consider approval of the attached Agreement with Flock Group Inc. for Hardware and Software License Plate Camera System with the cost of the installation expenses of \$2,100 to be allocated to the Police Department's General Fund operating budget and the first year lease costs of \$15,000 to come from the ARPA fund.

ANALYSIS

The lease cost for the six cameras was approved to come from the use of ARPA funds for 2023. The additional expense of \$2,100 could come from the Police Department's General Fund operational budget as the wage and benefits accounts are anticipated to be under budget with the Deputy Chief position currently vacant. Village Attorney Mark Blum has reviewed the proposed agreement with his remaining comment being Village approval of the use of the Village's name and logo prior to its use. This has been addressed in Section 10.7 of the proposed Agreement as it now states "Upon prior consent from Agency" with Agency referring to the Police Department.

Attachment

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: Village of Pewaukee PD Legal Entity Name:	Contact Name: Timothy Heier
Address: 235 Hickory St Pewaukee, Wisconsin 53072	Phone: (262) 691-5678 E-Mail: theier@villageofpewaukee.com
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
------------------------------------------------------------------	-------------------------------------------------------------------------

Flock Group Inc.	Order Form
This proposal expires in 30 days.	

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	5.00	\$1,750.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	5.00	\$12,500.00

Subtotal Year 1:	\$14,250.00
Subscription Term:	24 Months
Annual Recurring Total:	\$12,500.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$26,750.00

Flock Group Inc.	Order Form
This proposal expires in 30 days.	

flock safety

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: Village of Pewaukee PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Flock Group Inc.	Order Form
This proposal expires in 30 days.	

GOVERNMENT AGENCY AGREEMENT

1.

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.2 “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.3 “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.4 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.5 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

Flock Group Inc.	Order Form
This proposal expires in 30 days.	

- 1.6 **“Documentation”** means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.
- 1.7 **“Embedded Software”** means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.
- 1.8 **“Falcon Flex”** means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.
- 1.9 **“Flock Hardware”** means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.
- 1.10 **“Flock IP”** means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
- 1.11 **“Flock Safety Falcon™”** means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.12 **“Flock Safety Raven™”** means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.
- 1.13 **“Flock Safety Sparrow™”** means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.14 **“Footage”** means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.
- 1.15 **“Hotlist(s)”** means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.16 **“Implementation Fee(s)”** means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.17 **“Installation Services”** means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.
- 1.18 **“Non-Agency End User(s)”** means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.19 **“Services”** or **“Flock Services”** means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.20 **“Support Services”** means Monitoring Services, as defined in Section 2.10 below.
- 1.21 **“Usage Fee”** means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.22 **“Web Interface”** means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.
- 1.23 **“Wing Suite”** means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.
- 1.24 **“Wing Livestream”** means real-time video integration with third-party cameras via the Flock interface.
- 1.25 **“Wing LPR”** means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.
- 1.26 **“Wing Replay”** means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.
- 1.27 **“Vehicle Fingerprint™”** means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

Flock Group Inc.	Order Form
This proposal expires in 30 days.	

1. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services. In the event that a claim, demand, action, or cause of action is brought against the Village alleging that the product(s) purchased from Flock violate any copyright or other intellectual property rights of that claiming third party, Flock will indemnify and hold harmless the Village against said claims, demands, actions or causes of action including actual attorney fees arising from said claims.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

1.28 Usage Restrictions.

1.28.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

1.29 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency

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This proposal expires in 30 days.	

acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

1.30 Suspension.

1.30.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (“*Service Suspension*”). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

1.30.2 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

1.31 Installation Services.

1.31.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“*Designated Location*”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

1.31.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock

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Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

1.31.3 **Flock’s Obligations.** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

1.31.4 **Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock’s discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

1.32 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock’s price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

1.33 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations (“**Monitoring Services**”). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services (“**On-Site Services**”) in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

1.34 **Special Terms.** From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency’s prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

1.35 **Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock’s products or services to its agencies, (b) the competitive strength of, or market for, Flock’s products or services, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

2. RESTRICTIONS AND RESPONSIBILITIES

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This proposal expires in 30 days.	

3.1 **Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency’s use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use,

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This proposal expires in 30 days.	

reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency’s intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

1.36 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

1.37 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

4. PAYMENT OF FEES

5.1.1 **Wing Suite Fees.** For Wing Suite products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period.

5.1.2 **Falcon Fees.** For Falcon products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

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This proposal expires in 30 days.	

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

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This proposal expires in 30 days.	

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 10.1 and 10.6.

6. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a *“Defect”*), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

7. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR

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COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK’S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock’s other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

8. INDEMNIFICATION

[Intentionally Omitted].

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2. MISCELLANEOUS

- 10.1 **Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.
- 10.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 10.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.
- 10.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.
- 10.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.
- 10.6 **Governing Law: Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.
- 10.7 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

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10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:
 1170 HOWELL MILL ROAD, NW SUITE 210
 ATLANTA, GA 30318
 ATTN: LEGAL DEPARTMENT
 EMAIL: legal@flocksafety.com
AGENCY NOTICES ADDRESS:
 ADDRESS:

ATTN:
 EMAIL:

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To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: March 23, 2023

Re: Agenda Item 8c, Update on Finance Committee

BACKGROUND

This matter is on the agenda at the request of Trustee Belt to provide an opportunity for an update on the status of the Finance Committee previously discussed by the Village Board.

ACTION REQUESTED

The action requested of the Village Board is to review the information to be shared by Trustee Belt and provide any feedback as may be requested.



To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: March 29, 2023

Re: Agenda Item 8d, Discussion and Direction on Trustee Committee Appointment Terms

BACKGROUND

This matter is on the agenda at the request of Village President Knutson. President Knutson has asked to have a discussion with the Village Board on whether the Village Code should be changed as it relates to the terms for Trustees appointed to committees so that a Trustee remains appointed to a committee for the duration of their term versus the current code requirement for most committees where appointments are for one-year terms requiring a reappointment by the Village President to remain on the committee.

ACTION REQUESTED

This matter is on the agenda for discussion and direction.

ANALYSIS

Attached for your review please find copies of the Village Code as it relates to the following committee memberships for Trustees:

1. Joint Library Board
2. Joint Park & Recreation Board
3. Plan Commission
4. Public Works & Safety Commission

Attachments

Sec. 62.101. Membership.

- (a) The plan commission shall consist of the village president or an alternate appointed by the village president, a village trustee elected by the village board each April by a two-thirds vote, and five citizens appointed by the village president subject to confirmation by the village board, for the term of three years. The citizen members shall be electors of the village of recognized experience and qualifications.
 - (b) The presiding officer shall be the village president or an alternate appointed by him. In the absence of the president or his alternate, the presiding officer shall be the village trustee appointed to the plan commission; and in absence of the above, the presiding officer shall be the senior plan commission member.
 - (c) The secretary shall be the village clerk, deputy clerk/treasurer or designee appointed by the village clerk.
 - (d) Official oaths shall be taken by all members in accordance with Wis. Stats. § 19.01, within ten days of receiving notice of their appointment.
 - (e) Terms for the citizen members shall commence on May 1 and shall be for three-year periods, staggered so as to prevent all terms from expiring within the same year.
 - (f) Vacancies shall be filled for the unexpired term in the same manner as appointments for the full term.
- (Code 1967, § 1.04(1); Ord. No. 104, § 1, 3-17-1969; Ord. No. 2017-21, § 1, 11-21-2017)

Sec. 2.110. Appointed committees.

- (a) The following committees are established, and members shall be appointed by the president subject to confirmation by the village board at the first regular meeting in May:
- (1) Reserved.
 - (2) **Public works and safety committee.**
 - a. *Membership.* The public works and safety committee shall consist of seven members inclusive of the chairperson. **Two of said members shall be members of the village board and shall serve one-year terms.** The remaining five members shall be residents of the village and shall serve two-year terms, so staggered that not more than three members shall be appointed in any one year. All appointments shall be made by the village president and be subject to confirmation by the village board.
 - b. *Duties.* The public works and safety committee shall advise the board regarding matters referred to the committee by the board, including matters that relate to public works and public safety, streets, sewers, lighting, storm sewers, village work crews, curbs and gutters, sidewalks, dumps, cemeteries, building regulations, civil defense, traffic and parking regulation, and matters related to the village water utility, as referenced in section 90.135, et. seq. of this Code.
- (b) Each committee shall consist of three members; however, no trustee nor the president shall serve on more than two committees. The village president shall be a member of the finance committee. **The chairmen of the committees shall be designated by the president subject to confirmation by the board.** Officers, employees and members of all other committees, boards and commissions shall be appointed as called for by ordinance or statute and otherwise by the village president.
- (c) The conduct and operation of each committee shall be reviewable only by the board except as otherwise provided by statute.

(Code 1967, § 2.08; Ord. No. 108, § 1, 8-4-1969; Ord. No. 98-3, § 2, 2-17-1998; Ord. No. 99-7, § 1, 7-6-1999; Ord. No. 2003-6, § 1, 9-2-2003; Ord. No. 2006-17, § 1, 5-16-2006; Ord. No. 2009-06, § 1, 5-5-2009; Ord. No. 2019-08, § VIII, 7-2-2019; Ord. No. 2019-09, § 1, 7-2-2019)

Sec. 58.115. Terms of joint board members.

- (a) The terms of all joint park and recreation board members shall be for three staggered years commencing on January 1.
- (b) When a voting member resigns, is removed from his membership on the joint board, or loses his elected positions on the town or village board before the end of the terms, the affected village president or town chairman shall appoint an appropriate person to fill such vacancy for the remainder of the term.

(Ord. No. 429, § 2, 11-19-1996)

Sec. 47.100. Membership.

The **joint library board** shall consist of seven members as required under Wisconsin Statutes. Three members shall be appointed by the Pewaukee Village President, subject to confirmation of the village board and three members shall be appointed by the City of Pewaukee Mayor, subject to confirmation by the city council. **No more than one member from each municipality shall be an elected official.** One additional member shall be a City of Pewaukee resident and shall be nominated by the Superintendent of the Pewaukee School District and appointed by the mayor subject to confirmation of the city council.

(Ord. No. 2005-1, § 1, 1-18-2005)

Sec. 47.200. Appointments—Terms.

The **terms of office for the citizen appointees shall be three years from May 1 of the year of appointment.** Appointments shall be for staggered terms to provide for continuity of the board in accordance with Wis. Stats. § 43.54(1)(b).

(Ord. No. 2005-1, § 1, 1-18-2005)



To: Jeff Knutson, President
Village Board

From: Scott A. Gosse
Village Administrator

Date: March 30, 2023

Re: Agenda Item 8e, Discussion and Direction on Proposed Building Code Amendment

BACKGROUND

This matter is on the agenda at the request of Trustee Ed Hill. Attached for your review and direction please find the proposed language from Trustee Hill related to the demolition of buildings and documentation proposed to be added to the building code related to the demolition of buildings.

ACTION REQUESTED

The action requested of the Village Board is to provide direction to staff on this matter.

ANALYSIS

Staff shared Trustee Hill's request with Mark Blum's Office and Matt Gralinski advised that there are specific DNR administrative codes which address emissions and disposal of hazardous waste from demolition sites. Attorney Gralinski specifically noted that NR 447 speaks to asbestos emissions from demolition and imposes the various notification and disposal requirements. Disposal of any hazardous waste (generated in any context, including demolition) is then covered by various other DNR code sections and statutes.

Attorney Gralinski further stated that "while it does not look like there's anything in the WI building code that addresses emission or release of these hazardous materials in demolition, the various DNR administrative codes cited above are going to be applicable to hazardous waste generated during demolition." Based on the aforementioned, Attorney Gralinski notes that the ultimate disposal of hazardous substances is already regulated at the state and federal level, and someone violating those requirements with improper disposal is ultimately going to face liability to those authorities. He did note that the Village could add language to the code referencing DNR and EPA disposal requirements, and requiring any documentation which is required to be submitted to the DNR and EPA also be submitted to the Village to evidence compliance. However, he notes that the Village's regulatory authority is going to be limited to an enforcement action for that failure to provide required information and that the Village can't go beyond or be inconsistent with what the EPA and DNR restricts and/or requires in this area.

Attachment

Sec. 14.242. Razing of buildings.

The building inspector may act under Wis. Stats. § 66.0413 relating to the razing of buildings, and all amendatory and supplementary acts. The clerk-treasurer shall place the assessment and collect the special tax as provided in such statute.

(Code 1967, § 14.04(5); Ord. No. 2021-13, § II, 9-7-2021)

Sec. 14.243. Demolition of buildings.

Before a building can be demolished or removed, the owner or agent shall notify all utilities having service connections within the building such as water, electricity, gas, sewer and other connections. **In addition; all hazardous and environmentally sensitive materials must be removed, contained and/or properly disposed of per current US EPA and WI DNR regulations with proper documentation submitted to Building Inspection Services. This includes and is not limited to; asbestos, lead based paint, florescent light bulbs, ballast, oil, refrigerant.** A permit to demolish or to remove a building shall not be issued until it is ascertained that service connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner. Excavations shall be filled with solid fill to match lot grade, within 30 days of removal of the structure. Any excavation shall be protected with appropriate fences, barriers and/or lights.

(Code 1967, § 14.21)

DRAFT



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Village Board Members
CC: Scott Gosse, Village Administrator
From: Dan Naze, P.E., Director of Public Works/Village Engineer
Date: March 29, 2023
Re: Agenda item 8f. Proposal for Engineering Services, Village Bridge Deck Surface Treatments

The Village owns 4 bridges on municipal streets. State statutes require that owners perform structural bridge inspections during even years by a qualified structural engineer. Those inspection reports are sent to, reviewed by, and managed by County staff on behalf of the Wisconsin Department of Transportation.

The 4 bridges locations are as follows:

Structure B-67-0242, Clark Street, constructed 1993
Structure B-67-0243, Oakton Avenue, constructed 1993
Structure B-67-0022, Capitol Drive, constructed 2001
Structure B-67-0306, Pond View Court, constructed 2006

I hired Ayres Associates to perform the three most recent bi-annual inspections, since 2018. The last two cycles they have recommended a polymer overlay treatment to seal the decks on the bridges over the Pewaukee River. Polymer overlays are used to seal and protect the bridge deck from deicing salts and other chemicals that cause deterioration of the bridge concrete and reinforcing steel, extending the life of the bridge. Additionally, the aggregate used in the application of the polymer overlay works well to provide traction.

The proposal I requested of Ayres is to provide engineering services to evaluate existing documents and load ratings, prepare a proposal style bid document, including specifying products and installation methods, traffic controls, structural details/plans as necessary, a bid form, to respond to questions during bidding, review contractor submittals for technical compliance, and finally submit plans and revised load rating computations to the Wisconsin Department of Transportation. As I consider this a maintenance activity, it is my intent to solicit bids from qualified contractors, not advertise and notice this as a public bid and opening. This is work that was incorporated in the Capital Improvement Plan.

I recommend that the Village enter into a Professional Services Agreement with Ayres Associates, Eau Claire, Wisconsin, for a lump sum fee of \$15,800 for engineering services as detailed above. The intent would be to conduct this work during 2023, however it appears that market conditions and contractor availability may require flexibility.

STAFF NOTE:

Funds for this engineering services agreement would come from unused funds from prior 2020 – 2022 road projects.



Village of Pewaukee Summary of Recommendations

Bridge ID	Inspection Type	Feature On	Feature Under	Maintenance		
				Priority	Item	Comments
Highway Bridges						
B-67-0022	Routine	CAPITOL DRIVER	BR PEWAUKEE RIVER	High Medium Medium Low Low	Approach - Patch Concrete Deck - Seal w/ Concrete Sealer Deck - Seal Surface Cracks Approach - Wedge Approach Deck - Other Superstructure - Other Work	Fill, caulk, and seal all settled approach concrete curb and gutter and sidewalk joints. Mud jack settled NW sidewalk Consider for epoxy overlay Seal slab cracks in slab wearing surface. Wedge approaches Re-caulk failing caulk at rail posts bases and at abutment/wing joints Add metal drip edge along south fascia
B-67-0242	Routine	CLARK STREET	PEWAUKEE RIVER	Medium Medium Low Low	Deck - Seal w/ Concrete Sealer Deck - Seal Surface Cracks Deck - Repair Railing	Consider for epoxy overlay Seal cracks in concrete slab wearing surface Repair NW wing railing
B-67-0243	Routine	OAKTON AVENUE	PEWAUKEE RIVER	Low	Misc - Other Work	Contact Village Utility Department to inspect and repair unraveled conduit wrapping on sanitary line, also contact communications utility to inspect and repair nested PVC pipes
B-67-0306	Routine	POND VIEW COURT ROAD	DRAINAGE DITCH	Medium Medium Medium Medium Low	Deck - Seal w/ Concrete Sealer Approach - Seal Cracks Approach - Other Work Deck - Surface Repair Spalls Deck - Seal Surface Cracks Misc - Other Work	Consider for epoxy overlay Clean and fill/seal opened joints at approach asphalt/concrete deck interface Repair spalled SE/NW curbs, clean/fill/seal sidewalk joints at all corners Clean and repair larger west end deck spalls with concrete patch Seal cracks in concrete wearing surface Repair retaining wall in southeast quadrant
				None	None	None



To: Jeff Knutson, Village President
Village Board

From: Cassie Smith
Village Clerk

Date: March 31, 2023

Re: Agenda Item 8g 1, Agent Change for Liquor License Holder
Approval

BACKGROUND

The Village Board is the ruling body responsible for approving applications for change of Agents for Liquor License Holders.

ACTION REQUESTED

To approve Craig Peterburs as the new agent for Mega Marts, LLC located at 1405 Capitol Dr, Pewaukee, WI.

ANALYSIS

The applicant listed above is being presented for approval. A current background check has been performed and the applicant meets the requirements to hold a license in the Village of Pewaukee.

Staff recommends approval of the license as presented.



To: Jeff Knutson, Village President
Village Board

From: Cassie Smith
Village Clerk

Date: March 31, 2023

Re: Agenda Item 8g2, New "Class A" Combination License ("Class A") – Brews Wine and Spirits

BACKGROUND

Listed below is an application received for a new Class A Combination License (Class "A" Beer and "Class A" Liquor). The applicant has applied for the remainder 2022-2023 license term ending on June 30, 2023.

The Village received an application from DK & KD, LLC (dba/Brews Wine and Spirits) for the location located at 1256 Capitol Dr, Suite 600. This space is currently licensed by Brews Wine and Spirits under a separate owner. The premise description specifically states the following and will remain as is:

"ALCOHOL STORED WITHIN SUITE 600, 2100 SQ. FT. BUILDING, PUBLIC LIQUOR STORE/BACKROOM/WALK-IN COOLER. KEPT IN COOLERS, SHELVING AND STORAGE IN BACK AND FRONT AREAS. RECORDS ARE KEPT IN BACKROOM"

The current owner will be selling the business to DK & KD, LLC who will take over the business on or before 4/15/2023. The current owner has a liquor license which would be surrendered simultaneously with the new license issuance on or before April 15th, 2023.

The Fire Department, Treasurer, and Police Department have given their approval.

The Village Board is the ruling body responsible for approving liquor license applications.

ACTION REQUESTED

To consider the Alcohol Beverage License as listed.

Class A Combination License (Class "A" Beer & "Class A" Liquor)

DK & KD LLC	1256 Capitol Drive, Suite 600
DBA Brews Wine and Spirits	1256 Capitol Drive, Suite 600
Agent: Ravin R. Daniel	

ANALYSIS

The applicant listed above has applied for the remainder of the 2022-2023 license term. This is a new application that provides the Board an opportunity to address concerns and outline conditions to ensure alcohol rules and regulations are adhered to in a manner the Board deems satisfactory. If the Board is inclined to approve, please approve contingent on the surrender of the current "Class A" license and a signed lease agreement.