Office of the Town Clerk
Town of Brookfield | 645 N. Janacek Road, Brookfield, WI 53045
Office: 262-796-3788 | Clerk@TownofBrookfieldwi.gov

MEETING AGENDA

	Town Board	Eric Gnant Room
Tuesday, July 7, 2026	Utility District No. 1	TOB Municipal Building
7 P.M.	Sanitary District No. 4	645 N. Janacek Rd., Brookfield, WI

1. Call to Order & Roll Call.
2. Meeting Notices.
3. Approval of Agenda.
4. Approval of Minutes:
   a. June 16, 2026 meeting of the TB, UD1, SD4.
   b. June 29, 2026 special meeting of the TB, UD1, SD4.
5. Citizen Comments: Three-minute limit.
6. Committee/Commission Reports/Recommendations: None.
7. Old Business:
   a. Discussion and possible action regarding Weyer Road Drainage Improvement Project Payment Application No. 3.
8. New Business:
   a. Davidson Road Reconstruction Project Presentation by Strand Associates.
   b. Discussion and possible action regarding Diversified Benefit Services Business Associate Agreement.
   c. Discussion and possible action regarding setting a Special Meeting date Friday, July 17, 2026, to approve Grimaldis' Class "B" Beer and "Class B" Liquor Alcohol Beverage License Application Renewal.
9. Departments Reports/Recommendations:
   a. Fire Department
      1. Recognition of Firefighter/EMT Anthony Zilli for completion of his probationary period.
      2. Discussion and possible action regarding "The Compliance Engine" and Advisory Services proposal from Brycer, L.P., Brycer Advisory Group, L.P., and Inspectionreportsonline.net INC.
10. Approval of Vouchers and Checks.
11. Communication and Announcements.
12. Adjourn.

Posted July 2, 2026

Emily Howells, Town Clerk

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MEETING MINUTES

	Town Board	Eric Gnant Room
Tuesday, June 16, 2026	Utility District No. 1	TOB Municipal Building
7 P.M.	Sanitary District No. 4	645 N. Janacek Rd., Brookfield, WI

1. Call to Order & Roll Call.

   Chairman Henderson called the meeting to order at 7:00 p.m.

   Present: Chairman Henderson, Supervisors Steve Kohlmann, John Charlier, Matthew Paris and Ryan Stanelle.

   A quorum was met (5-0).

   Staff Present: Administrator Tom Hagie, Fire Chief John Schilling, Parks & Recreation Director Chad Brown, Town Planner Rebekah Leto, Town Attorney Michael Van Kluenen, and Clerk Emily Howells.

2. Meeting Notices.

   Howells confirmed the meeting notices were posted as required by law.

3. Approval of Agenda.

   Motion by Charlier to approve the agenda with the exception that item 9 immediately follow item 8c; seconded by Kohlmann.

   Motion prevailed by a voice vote (5-0).

4. Approval of Minutes:

   a. June 2, 2026 meeting of the TB, UD1, SD4.

      Motion by Stanelle to approve the minutes of June 2, 2026; seconded by Charlier.

      Motion prevailed by a voice vote (4-0-1). Chairman Henderson voted present.

5. Citizen Comments: Three-minute limit.

   a. Bill Genteman voiced his dissatisfaction with the Weyer Road Drainage Project relating to his property.

   b. Angie Otto voiced concerns regarding the size and location of the proposed Niess accessory building, located at 21395 Greendale Drive.

6. Committee/Commission Reports/Recommendations:

   a. Plan Commission

      1. Discussion and possible action on a Conditional Use Permit to consider a second accessory building located at 21395 Greendale Drive. Willhard Niess (owner).

         Motion by Stanelle to approve a Conditional Use Permit for a second accessory building located at 21395 Greendale Drive with the recommended Plan Commission recommendations and an official landscape plan; seconded by Paris.

         Motion prevailed by a voice vote (3-2). Charlier and Kohlmann voted Nay.

      2. Discussion and possible action on an update of the extended Conceptual approval Johnson Financial Group, represented by The Redmond Company (applicant) on property owned by Bluemound Enterprises Limited Partnership located at 17740 W. Bluemound Road.

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Motion by Stanelle to extend Conceptual approval for Johnson Financial Group, represented by The Redmond Company (applicant) on property owned by Bluemound Enterprises Limited Partnership located at 17740 W. Bluemound Road until September 30, 2026; seconded by Kohlmann.

Motion prevailed by a voice vote (5-0).

3. Discussion and possible action regarding Chapter 17 Zoning Code Amendments related to the Regulation of Automobile Sale Uses.

   No action.

7. Old Business: None.

8. New Business:

   a. Discussion and possible action regarding the 2026-2027 Alcohol Beverage License Applications.

      Motion by Charlier to approve the 2026-2027 Alcohol Beverage License Applications as presented with the applicable change of agents; seconded by Kohlmann.

      Motion prevailed by a voice vote (5-0).

   b. Discussion and possible action regarding the introduction of Resolution 2026-05 to Vacate and Discontinue a Portion of North Lord Street.

      Motion by Stanelle to refer the introduction of Resolution 2026-05 to Vacate and Discontinue a Portion of North Lord Street. to the Plan Commission and set a Public Hearing date of August 18, 2026; seconded by Paris.

      Motion prevailed by a voice vote (5-0).

   c. Discussion and possible action regarding Weyer Road Drainage Improvement Project Payment Application No. 3.

      Motion by Stanelle to table the item until we receive an itemized invoice for the work associated with the costs; seconded by Kohlmann.

      Motion prevailed by a voice vote (5-0).

   d. Convene into **CLOSED SESSION** pursuant to Wis. Stat. § 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the government body has jurisdiction or exercises responsibility: Town Administrator Compensation

      Motion by Kohlmann at 9:16 P.M. to convene into **CLOSED SESSION** pursuant to Wis. Stat. § 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the government body has jurisdiction or exercises responsibility: Town Administrator Compensation; seconded by Charlier.

      Motion prevailed by a voice vote (5-0).

   e. Reconvene into **OPEN SESSION**, according to Wis. Stat. § 19.85(1)(c), for any necessary action resulting from the Closed Session.

      Motion by Kohlmann at 9:43 P.M. to reconvene into **OPEN SESSION**, according to Wis. Stat. § 19.85(1)(c), for any necessary action resulting from the Closed Session.; seconded by Charlier.

      Motion prevailed by a voice vote (5-0).

      Motion by Chairman Henderson to approve all past salary disbursements, amend the Town Administrator contract to include a company vehicle, and place a review of the Town Administrator on the agenda the first meeting in October annually; seconded by Charlier.

      Motion prevailed by a voice vote (5-0).

DRAFT

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9. Departments Reports/Recommendations:
   a. Development Services
      1. Property Maintenance Code Violations Report.

         No action.
   b. Fire Department
      1. Discussion and possible action regarding the 2025 Town of Brookfield Fire Department Annual Report.

         No action.
   c. Parks & Rec
      1. Discussion and possible action regarding Parkitecture Landscape Plan for Town parks and Town Hall campus.

         No action.
   d. Sanitary District No. 4
      1. Discussion and possible action regarding Municipal Well & Pump Project Proposal for Well 1 Pump Replacement.

         Motion by Kohlmann to approve Municipal Well & Pump Project Proposal for Well 1 Pump Replacement not to exceed $16,380.00; seconded by Charlier.

         Motion prevailed by a voice vote (5-0).
10. Approval of Vouchers and Checks.

    Motion by Charlier to approve vouchers and checks in the amount of $335,533.03; seconded by Stanelle.

    Motion prevailed by a voice vote (4-0-1). Kohlmann voted present.
11. Communication and Announcements.
    a. Kohlmann announced the stage at the Corners has been replaced and looks great.
    b. Kohlmann announced the Town Tidings have been sent out.
    c. Hagie communicated that he attended the Sandtrap's ribbon cutting.
    d. Hagie communicated that we will be replacing the nameplates in Town Hall.
    e. Hagie communicated that he attended the Greater Brookfield Chamber of Commerce golf outing.
12. Adjourn.

    Motion by Charlier to adjourn at 9:50 p.m.; seconded by Kohlmann.

    Motion prevailed by a voice vote (5-0).

Respectfully submitted by,

Emily Howells, Town Clerk

DRAFT

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MEETING AGENDA

		Zoom https://us06web.zoom.us/j/89657273338?pwd=17ibZwfh6HcNofthjgftNukHfWHZe8.1
Monday, June 29, 2026 7 P.M.	Town Board Utility District No. 1 Sanitary District No. 4	Meeting ID: 896 5727 3338 Passcode: 195772

1. Call to Order & Roll Call.

   Chairman Henderson called the meeting to order at 7:01 p.m.

   Present (VIA ZOOM): Chairman Henderson, Supervisors Steve Kohlmann, John Charlier, and Matthew Paris. Supervisor Ryan Stanelle was absent and excused.

   A quorum was met (4-1).

   Staff Present (VIA ZOOM): Clerk Emily Howells.

2. Meeting Notices.

   Howells confirmed the meeting notices were posted as required by law.

3. Approval of Agenda.

   Motion by Charlier to approve the agenda; seconded by Kohlmann.

   Motion prevailed by a voice vote (4-0).

4. Approval of Minutes: None.
5. Committee/Commission Reports/Recommendations: None.
6. Old Business: None.
7. New Business:
   a. Discussion and possible action regarding the 2026-2027 Alcohol Beverage License Applications.

      Motion by Charlier to approve the 2026-2027 "Class C" Wine License for AV Nail Spa Brookfield, Inc., LLC d/b/a Anthony Vince Nail Salon; seconded by Kohlmann.
      Motion prevailed by a voice vote (4-0).

8. Departments Reports/Recommendations: None.
9. Communication and Announcements.
   a. Chairman Henderson announced the Fourth of July parade is Saturday, July 4, 2026 at Marx Park at 9 a.m.
10. Adjourn.

Posted June 24, 2026

Emily Howells, Town Clerk

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DRAFT

SUMMARY SHEET
(Use with AP2 or AP3)

APPLICATION FOR PAYMENT

OWNER Town of Brookfield

PROJECT Weyer Road Drainage Improvements

CONTRACTOR All-Ways Contractors

CONTRACT 1-2025

FOR PERIOD ENDING 5-20-2026

PAYMENT APPLICATION DATE 6-2-2026

PAYMENT APPLICATION NO. 3

TOTAL AMOUNT REQUESTED TO DATE	$200,948.00
LESS RETAINAGE	$5,023.70
NET AMOUNT DUE	$195, 924.30
AMOUNT OF PREVIOUS PAYMENTS	$148, 200.04
AMOUNT DUE THIS APPLICATION	$47,724.26

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies, to the best of its knowledge, the following: (1) All previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest, or encumbrances); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

☐ Required lien waivers attached.

Dated June 2, 2026

All-Ways Contractors
CONTRACTOR

By _____
(Authorized Signature)

By SCOTT A. BARTHLEY
(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated June 3, 2025

STRAND ASSOCIATES, INC.®

By _____
(Authorized Signature)

By Justin Gutoski
(Print Name)

Initials\Y:\SYNOLOGY\ESTIMATES\PETE\BID'S & JOBS\2025\2025 BROOKFIELD - WEYER ROAD DRAINAGE IMPROVEMENTS\PAYMENT APPS\REVISED FORM AP3.DOCX\060226

Contractor's Application for Payment No. 3

		Application Date: 5/20/2026	**Application Period:**
To (Owner):	Town of Brookfield	**From (Contractor):** All-Ways Contractors, Inc.	**Via (Engineer):** Strand Associates, Inc
Contact:	Tom Hagie	**Contact:** Scott Batchelor	**Contact:** Justin Gutoski
Project:	Weyer Road Drainage Improvement	**Address:** P.O. Box 798 Elm Grove, WI 53122	**Address:** 910 West Wingra Drive Madison, WI 53715
Owner's Contract No.:	Contract 1-2025	**Contractor's Project No.:**	**Engineer's Project No.:** Contract 1-2025

Change Order Summary

Approved Change Orders

Number	Additions	Deductions (Enter as Positive Number)
1	$32,197.00	
2	$39,861.00	
TOTALS	$72,058.00	$0.00
NET CHANGE BY CHANGE ORDERS	$72,058.00	

1. ORIGINAL CONTRACT PRICE	$	$128,890.00
2. Net change by Change Orders	$	72,058.00
3. CURRENT CONTRACT PRICE (Line 1 + Line 2)	$	200,948.00
4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates)	$	$200,948.00
5. RETAINAGE: a. 2.5% X $200,948.00 Work Completed	$	5,023.70
6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number)	$	-
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6)	$	195,924.30
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application)	$	148,200.04
9. AMOUNT DUE THIS APPLICATION	$	47,724.26

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge:

(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: [signature] **Date:** 6-3-26

Payment of: $ $47,724.26
(Line 9 or other - attach explanation of the other amount)

Recommended by: Justin Gutoski (Engineer) 6/3/26 (Date)

Payment of: $ 47,724.26
(Line 9 or other - attach explanation of the other amount)

Approved by: _____ (Owner) _____ (Date)

Weyer Road Drainage Improvements Project

Town of Brookfield

Town Board Meeting

July 7, 2026

Justin Gutoski, P.E., Project Manager
Email: justin.gutoski@strand.com
Phone: 608-251-4843

STRAND ASSOCIATES®

Town of Brookfield SINCE 1843 Commerce & Community

Weyer Road Drainage Improvements – 2026 Project Timeline

January 30, 2026

Strand sends All-Ways Updated design

March 13, 2026

All-Ways sends Town and Strand cost for updated design

April 24, 2026

Town staff completes the driveway culvert work

May 1, 2026

All-Ways mobilizes and starts work

May 15, 2026

All-Ways completes work

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Project Cost

Town of Brookfield - Weyer Road Drainage Improvements Project Cost Summary			
Date	**Item**	**Cost**	**Desription**
4/15/2025	Original Contract Price	$128,890.00	Original low bid contract cost
9/29/2025	Change Order #1	$32,197.00	Culvert re-alignment & re-ditching, Martha Lane additional restoration, flood damage repair work
3/13/2026	Change Order #2	$39,861.00	Updated ditch grading, restoration, driveway apron paving from Martha Lane to Termini
SUBTOTAL		**$200,948.00**	
8/12/2025	Pay Application #1	$101,782.75	PAID
1/14/2026	Pay Application #2	$46,417.29	PAID
6/3/2026	Pay Application #3	$47,724.26	UNPAID
6/3/2026	Remaining Retainage	$5,023.70	UNPAID
SUBTOTAL		**$200,948.00**	
TOTAL REMAINING UNPAID BALANCE		**$52,747.96**	

STRAND ASSOCIATES®

Town of Brookfield SINCE 1843 Commerce & Community

Davidson Road Reconstruction

Town of Brookfield
City of Brookfield
City of Waukesha

Town Board Meeting

July 7, 2026

Justin Gutoski, P.E., Project Manager
Email: justin.gutoski@strand.com
Phone: 608-251-4843

Overall Project Location Map

STRAND ASSOCIATES®

City of Waukesha

Town of Brookfield SINCE 1843 Commerce & Community

CITY OF BROOKFIELD WISCONSIN

Summary of Road Work

- Mill and Overlay (City of Waukesha)

Western limits to Hillcrest Drive

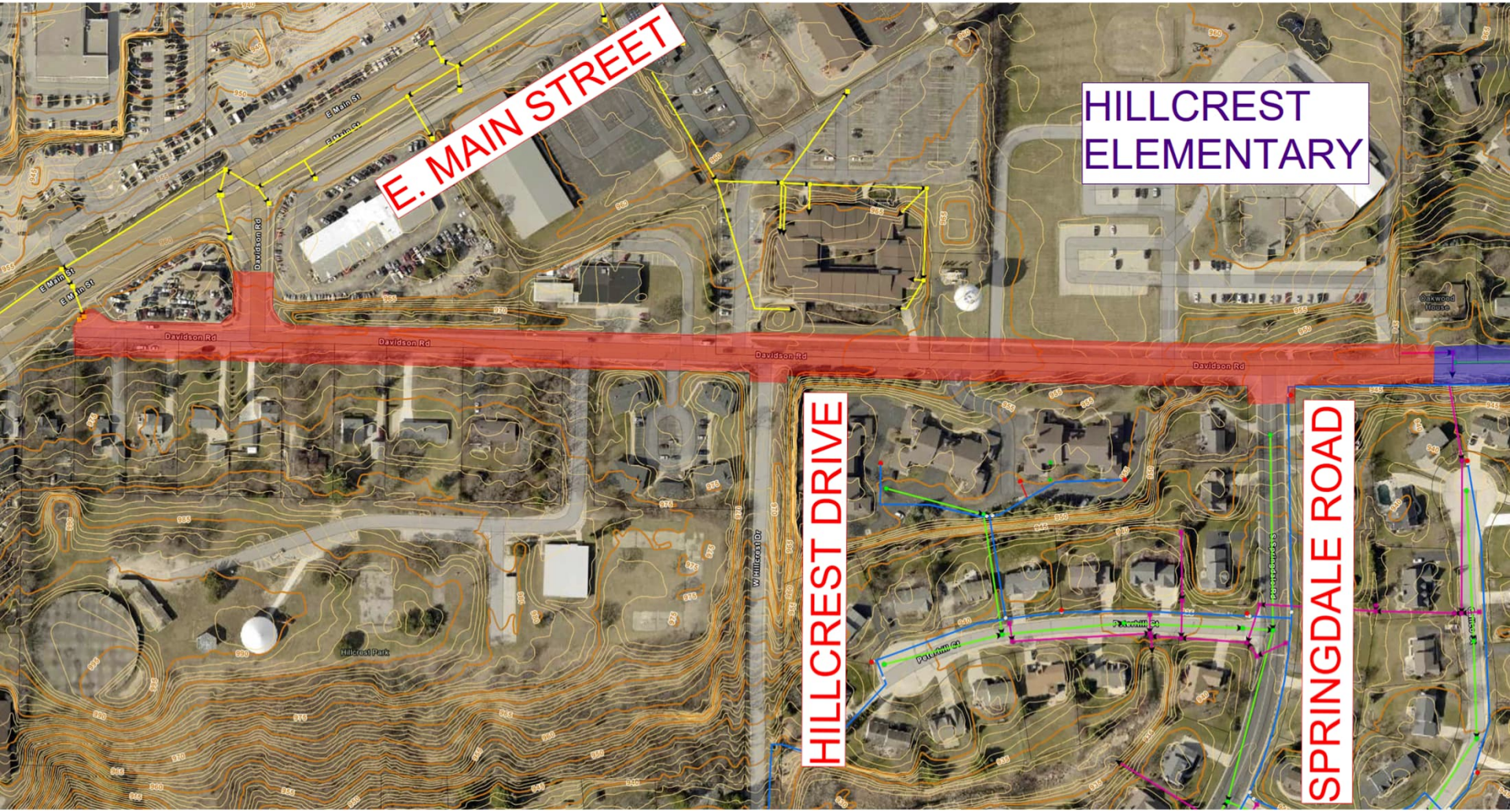
- Full Reconstruction (City of Waukesha)

Hillcrest Drive to Town of Brookfield limits

- Pulverization and Overlay (Town & City of Brookfield)

Town of Brookfield limits to Stonehedge Drive

Project Location Map



City of Waukesha

Pavement Deterioration

Dead-End Crosswalks

Non-Compliant Curb Ramps

Drainage Concerns

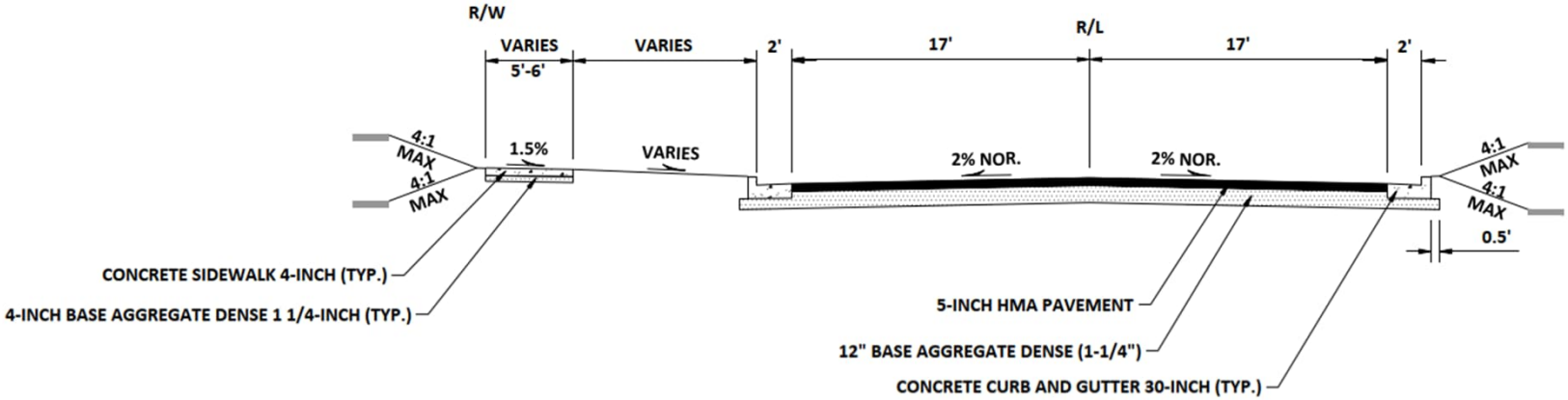
STRAND ASSOCIATES®

Davidson Road – Existing Conditions

City of Waukesha

Project Scope – Davidson Road (City of Waukesha)

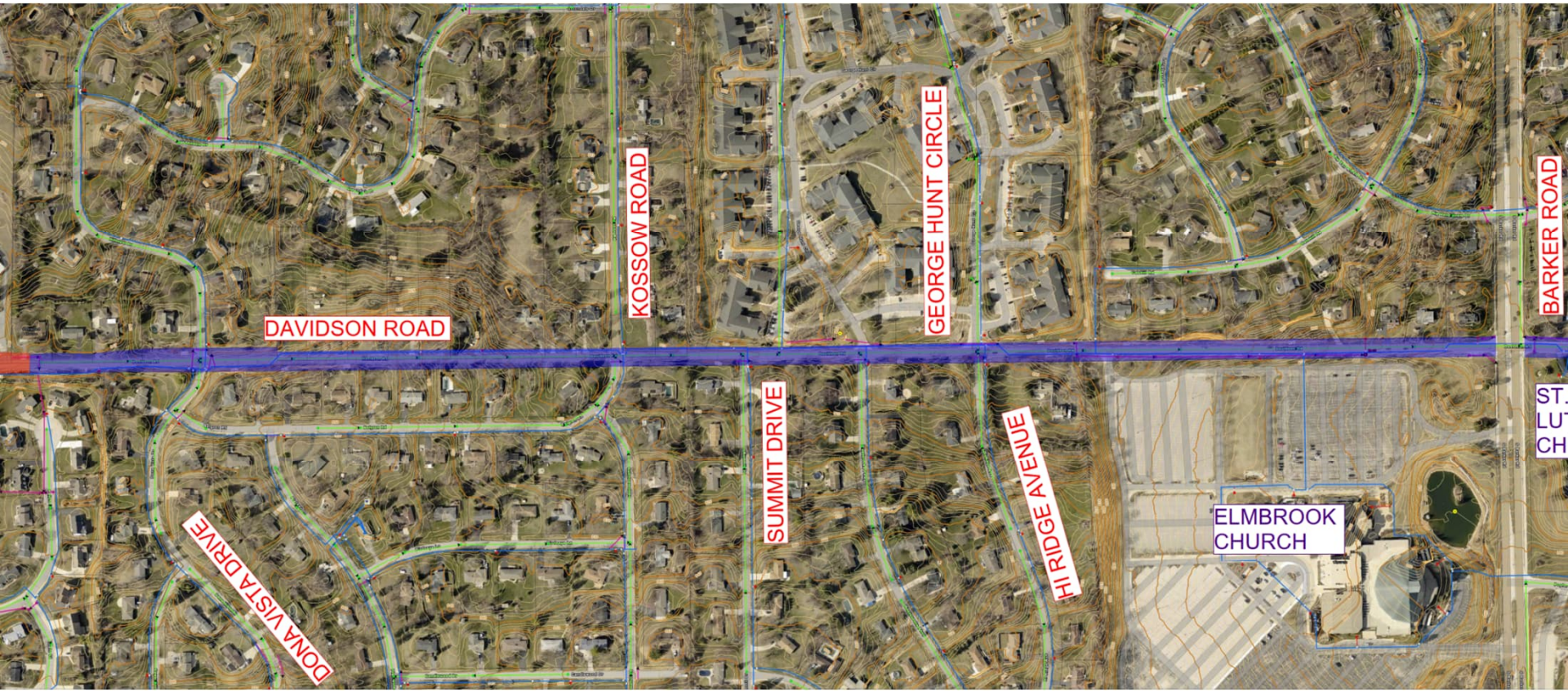
- Install new curb and gutter and storm sewer from Hillcrest Drive to City limits.
- “Spot” replace defective curb and gutter and sidewalk sections from western limits to west of Hillcrest Drive.
- Replace existing curb ramps to meet ADA standards.
- Accommodate future sidewalk on south side of Davidson east of Springdale Road.
- Sidewalk and driveway apron replacement just west of Hillcrest Drive to City limits.



TYPICAL FINISHED SECTION
DAVIDSON ROAD

Project Website: Davidson Road Utility and Street Improvements

Project Location Map – West of Barker Road



STRAND ASSOCIATES®

Town of Brookfield SINCE 1843 Commerce & Community

Pavement Deterioration

No Pedestrian Accommodations

Sight Distance Issues

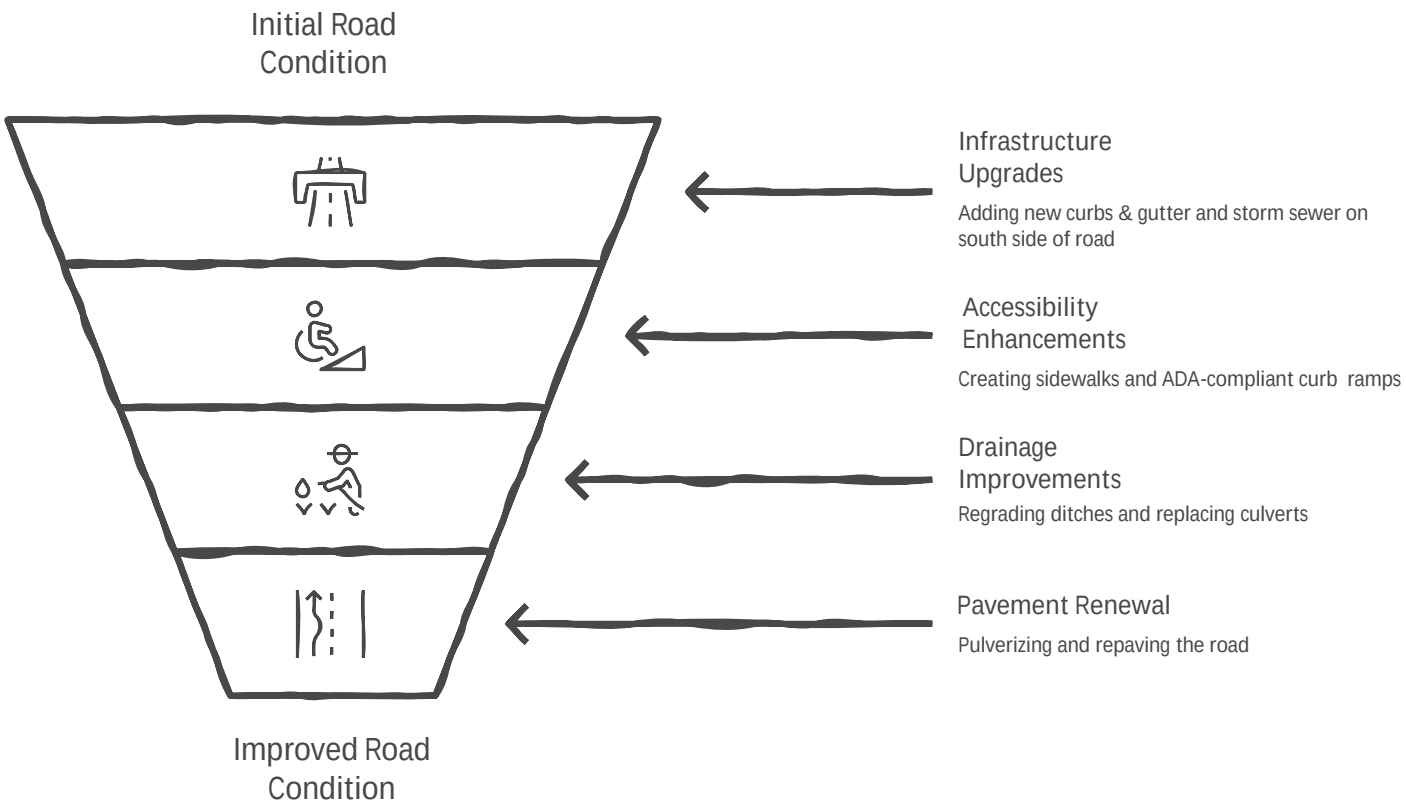
Aging Infrastructure

STRAND ASSOCIATES®

Davidson Road – Existing Conditions

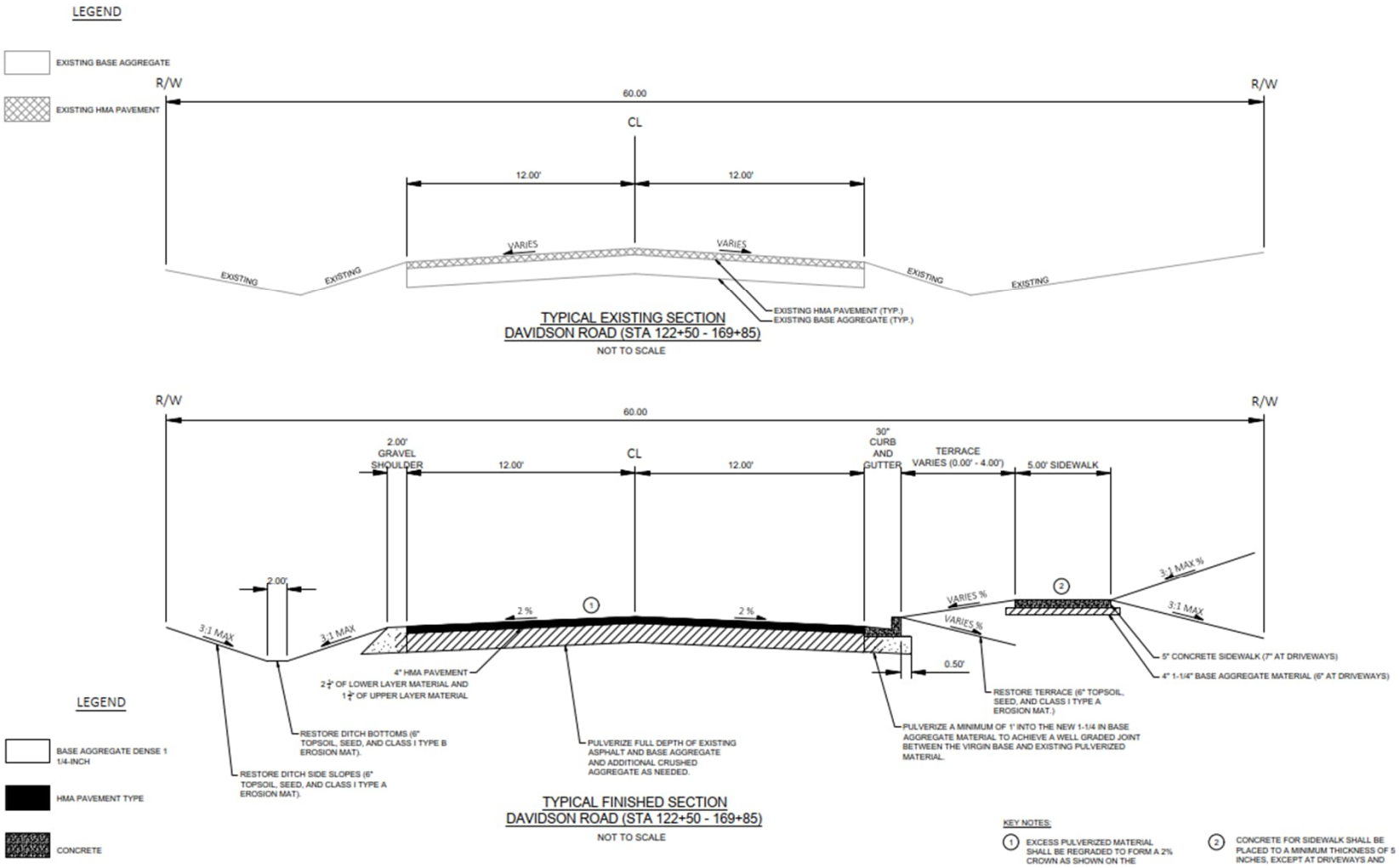
Town of Brookfield SINCE 1843 Commerce & Community

Project Scope – Davidson Road (Town of Brookfield)



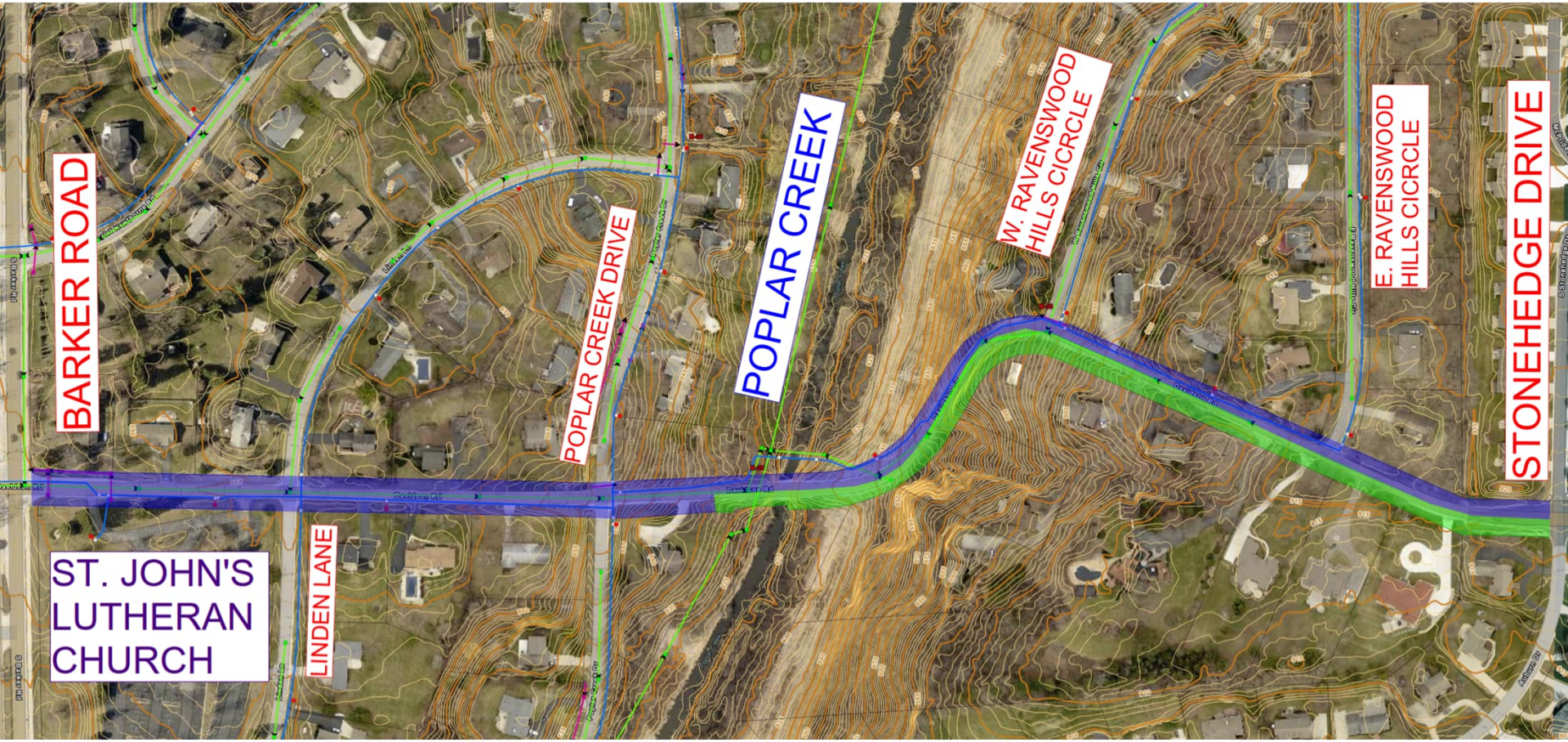
West of Barker Road

Project Scope – Davidson Road (Town of Brookfield)



Typical Section – West of Barker Road

Project Location Map – East of Barker Road



STRAND ASSOCIATES®

CITY OF BROOKFIELD WISCONSIN

Town of Brookfield SINCE 1843 Commerce & Community

Davidson Road – Existing Conditions

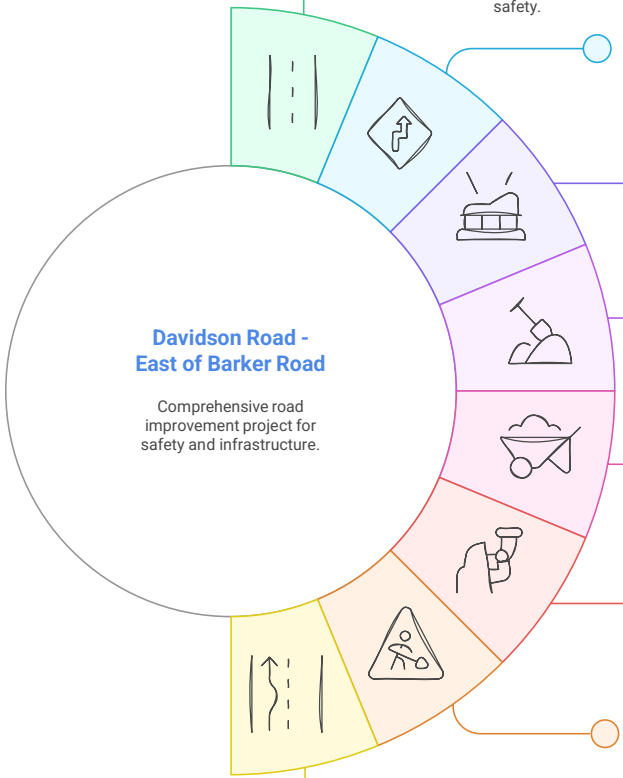
Pavement Deterioration

Sight Distance Issues

No Pedestrian Accommodations

Outdated Conveyance

Project Scope – Davidson Road



Davidson Road - East of Barker Road

Comprehensive road improvement project for safety and infrastructure.

Paved Shoulders

New 4-foot wide paved shoulders for enhanced safety.

Curve Modifications

Modifications in horizontal curve east of Poplar Creek bridge.

Curb and Gutter

New curb and gutter between Poplar Creek Drive and bridge.

Drainage Improvements

Regrading ditches and replacing culverts for better drainage.

Driveway Aprons

Replace driveway aprons in-kind.

Utility Adjustments

Adjust sanitary sewer manhole and water main valve box.

Clearing and Grubbing

Clearing and grubbing within road right-of-way.

Pavement Resurfacing

Pulverize and re-grade pavement, place new asphalt.

STRAND ASSOCIATES®

CITY OF BROOKFIELD WISCONSIN

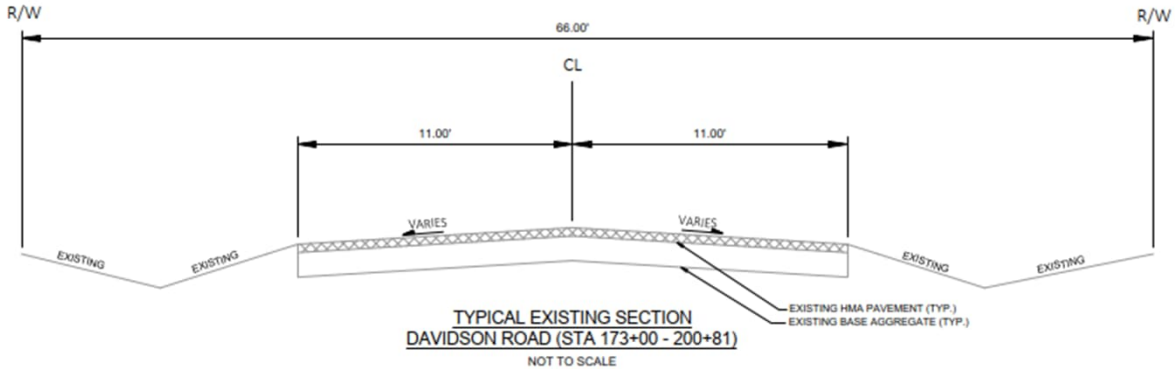
Town of Brookfield SINCE 1843 Commerce & Community

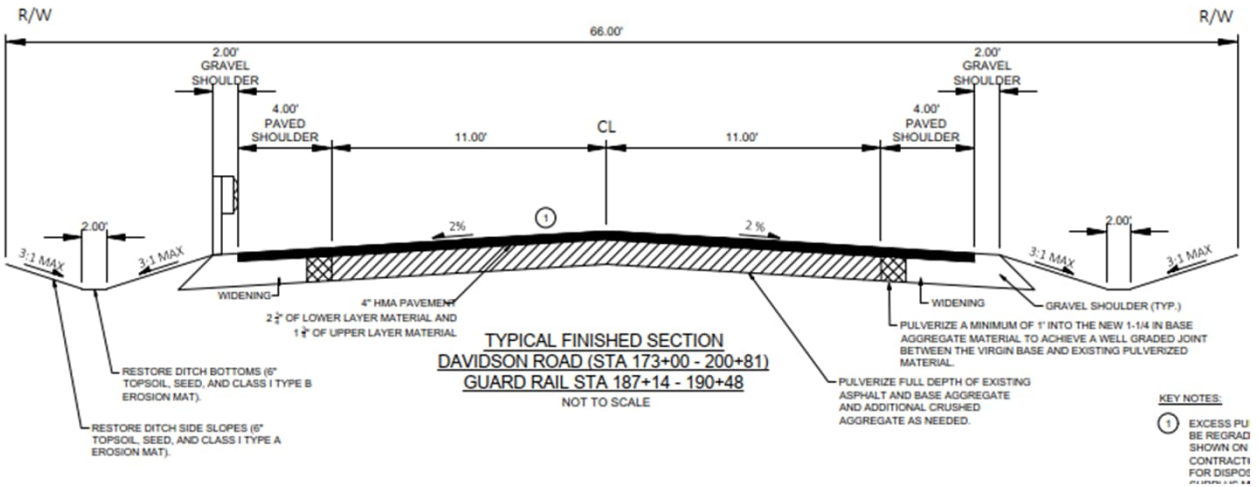
Project Scope – Davidson Road

LEGEND

EXISTING BASE AGGREGATE

EXISTING HMA PAVEMENT





LEGEND

BASE AGGREGATE DENSE 1 1/4-INCH

HMA PAVEMENT TYPE

Typical Section – East of Barker Road

STRAND ASSOCIATES®

CITY OF BROOKFIELD WISCONSIN

Town of Brookfield SINCE 1843 Commerce & Community

Anticipated Project Schedule

STRAND ASSOCIATES®

Town of Brookfield SINCE 1843 Commerce & Community

CITY OF BROOKFIELD WISCONSIN

Project Cost

Davidson Road Reconstruction Project - Opinion of Probable Construction Cost			
Construction Category	**West of Barker Road**	**East of Barker Road**	
	Town of Brookfield	**Town of Brookfield**	**City of Brookfield**
Sanitary Sewer	$44,800	$28,000	--
Water Main	$162,700	$43,500	$4,500
Stormwater Improvements	$1,184,200	$73,900	$97,300
Road Construction	$1,400,300	$535,700	$195,500
Subtotal	$2,792,000	$681,100	$297,300
15% Contingency	$418,800	$102,200	$44,600
TOTAL	$3,210,800	$783,200	$341,900
TOTAL PROJECT COST	**$4,335,900**		

- Total Estimated Construction Cost ~ $4,335,900
  - Town of Brookfield ~ $3,994,000
  - City of Brookfield ~ $341,000
- WisDOT LRIP Grant Funding
  - Town of Brookfield – TRIS Grant (west of Barker Road) = $1,720,600
  - City of Brookfield- MSID (east of Barker Road) = $125,000

Common Questions / Discussion Items

Utility Interruptions
Advance notice will be given for water interruptions.

Street Closures
Streets will be closed to through traffic during construction.

Coordination
Coordination with local institutions is planned.

Driveway Access
Driveway access will be available during non-work hours.

Refuse and Mail
Refuse collection and mail delivery will be coordinated.

Construction Signage
Road closures will be posted and signed for public awareness.

Property Impacts
Impacts beyond the road right-of-way will be discussed with property owners.

Utility Relocations
Private utility relocations are not part of this contract.

Landscaping Features
Private landscaping features within the right-of-way will not be replaced.

STRAND ASSOCIATES®

City of Waukesha

Town of Brookfield SINCE 1843 Commerce & Community

CITY OF BROOKFIELD WISCONSIN

Questions and Answers

STRAND ASSOCIATES®

DIVERSIFIED
BENEFIT SERVICES

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 20_____, between Town of Brookfield (the "Employer"), on behalf of itself and each health plan that it currently or hereafter sponsors and that is subject to the HIPAA Rules (as defined below) (each, the "Plan") and Diversified Benefit Services, Inc., (the "Business Associate").

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Privacy Rule, requiring certain group health plans subject to the Privacy Standards to protect the privacy of certain Protected Health Information.

WHEREAS, pursuant to HIPAA, HHS has issued the Security Rule for the protection of Electronic Protected Health Information.

WHEREAS, on March 26, 2013, the federal Health Information Technology for Economic and Clinical Health Act of 2009 was signed into law (the "HITECH Act").

WHEREAS, the HITECH Act revised many of the requirements of the Privacy Rule and the Security Rule concerning the confidentiality of Protected Health Information and Electronic Protected Health Information, including extending certain HIPAA and HITECH Act requirements directly to business associates, and imposed certain privacy and security obligations on covered entities and business associates in addition to the obligations created by the Privacy Rule and the Security Rule.

WHEREAS, the Employer sponsors one or more Plans that are subject to HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule.

WHEREAS, the Business Associate provides claims processing & administration services to each Plan pursuant to the Employer's Agreement(s) for Service (collectively, the "Service Agreement").

WHEREAS, in connection with the services provided pursuant to the Service Agreement(s), each Plan will make available and/or transfer to the Business Associate certain Protected Health Information that is confidential and must be

afforded special treatment and protection under HIPAA, as amended by the HITECH Act.

WHEREAS, in connection with the services provided pursuant to the Service Agreement, the Business Associate will have access to and/or receive from each Plan certain Protected Health Information that can be used or disclosed only in accordance with HIPAA, as amended by the HITECH Act.

WHEREAS, HIPAA, as amended by the HITECH Act, requires each Plan to enter into a contract or other arrangement with the Business Associate in order to mandate certain protections for the privacy and security of any Protected Health Information that may be transmitted by the Plan to the Business Associate in connection the services provided by the Service Agreement, and to receive adequate assurances that the Business Associate will comply with certain obligations with respect to the Protected Health Information received in connection with the services provided pursuant to the Service Agreement.

NOW, THEREFORE, the Employer (on behalf of each Plan) and the Business Associate agree as follows:

1. **Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in the HIPAA Rules.

    a. **Breach**. "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.

    b. **Breach Notification Rule**. "Breach of Notification Rule" shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.

    c. **Business Associate.** "Business Associate" shall mean Diversified Benefit Services, Inc.

    d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR § 164.501.

    e. **Electronic Protected Health Information**. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103.

f. **Electronic Transactions Rule**. "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.

g. **Enforcement Rule**. "Enforcement Rule" shall mean the Enforcement Provisions set forth in 45 CFR Part 160.

h. **Genetic Information**. "Genetic Information" shall have the same meaning as the term "genetic information" in 45 CFR § 160.103.

i. **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

j. **HITECH Act**. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.

k. **Plan.** The "Plan" shall mean each group health plan which is currently or hereafter sponsored by the Employer and which is subject to the HIPAA Rules and for which the Business Associate provides services under the Service Agreement.

l. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

m. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by the Business Associate from or on behalf of the Plan pursuant to this Agreement.

n. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

o. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

p. **Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304.

q. **Security Rule.** "Security Rule" shall mean the Security Standards for Protection of Electronic Protected Health Information set forth at 45 C.F.R. Part 160 and Part 164, subparts A and C.

r.

s. **Subcontractor.** "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR § 160.103.

t. **Transaction.** "Transaction" shall have the meaning given the term "transaction" in 45 C.F.R. § 160.103.

u. **Unsecured Protected Health Information.** "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR § 164.402.

2. **Permitted Uses and Disclosures by Business Associate.** Business Associate is permitted to use and disclose Protected Health Information only as set forth below:

a. **Functions and Activities on Plan's Behalf.** To provide services to the Plan as described in the Service Agreement.

b. **Business Associate's Operations.** The Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. The Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the Business Associate's legal responsibilities, provided that—

i. The disclosure is Required by Law; or

ii. The Business Associate obtains reasonable assurance from any person or entity to which the Business Associate will disclose Protected Health Information that the person or entity will—

(1) Hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which the Business Associate disclosed Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify the Business Associate of any instance of which the person or entity becomes aware

in which the confidentiality of Protected Health Information was breached.

c. **Minimum Necessary. The** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that the Business Associate will not be obligated to comply with this minimum-necessary limitation if neither the Business Associate nor the Plan is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. The Business Associate and the Employer (on behalf of the Plan) acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

3. **Limitations on Substance Abuse Disorder Records.** if the Business Associate has substance abuse disorder patient records subject to the rules in 42 C.F.R. Part 2, the Business Associate may use and disclose such records only in compliance with such rules, including limitations on disclosures for law enforcement purposes and requirements for any court-ordered disclosures.

4. **Prohibition on Unauthorized Use or Disclosure.** The Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this Agreement or in writing by the Employer (on behalf of the Plan) or as Required by Law. This Agreement does not authorize the Business Associate to use or disclose the Plan's Protected Health Information in a manner that would violate the HIPAA Rules if done by the Plan, except as permitted for the Business Associate's proper management and administration, as described above.

5. **Information Safeguards**.

a. **Privacy of Protected Health Information.** The Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry

out directly one or more of the Plan's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Plan in the performance of such obligations.

b. **Security of Plan's Electronic Protected Health Information.** Business Associate will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on the Plan's behalf.

c. **No Transfer of PHI Outside United States.** The Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the Employer (on behalf of the Plan). In this context, a "transfer" outside the United States occurs if the Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

6. **Subcontractors.** The Business Associate will require each of its Subcontractors to agree, in a written agreement with the Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard Protected Health Information created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information.

7. **Prohibition on Sale of Protected Health Information.** The Business Associate shall not engage in any sale (as defined in the HIPAA rules) of Protected Health Information.

8. **Prohibition on Use or Disclosure of Genetic Information.** The Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules.

9. **Penalties for Noncompliance.** The Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

10. **Compliance with Electronic Transactions Rule**. If Business Associate conducts in whole or part electronic Transactions on behalf of the Plan for

which HHS has established standards, the Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

11. **Individual Rights.**

a. **Access.** The Business Associate will, within 21 calendar days following the Plan's request, make available to the Plan (or at the Plan' written direction, to an individual or the individual's designee) for inspection and copying Protected Health Information about the individual that is in a Designated Record Set in Business Associate's custody or control, so that the Plan may meet its access obligations under 45 C.F.R. § 164.524. If the Plan requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Plan if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with the Plan to determine an alternative form and format that enable the Plan to meet its electronic access obligations under 45 C.F.R. § 164.524.

b. **Amendment.** Business Associate will, upon receipt of written notice from the Plan, promptly amend or permit the Plan access to amend any portion of an individual's Protected Health Information that is in a Designated Record Set in the custody or control of Business Associate, so that the Plan may meet its amendment obligations under 45 C.F.R. § 164.526.

c. **Disclosure Accounting.** To allow the Plan to meet its obligations to account for disclosures of Protected Health Information under 45 C.F.R. § 164.528:

i. **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to the Plan or to a third party.

ii. **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or

otherwise account for disclosures of Protected Health Information if the Plan need not account for such disclosures under the HIPAA Rules.

iii. **Disclosure Information.** With respect to any disclosure by Business Associate of Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(1) **Disclosure Information Generally.** Except for repetitive disclosures of Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is: (1) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

(2) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Protected Health Information that the Business Associate makes for a single purpose to the same person or entity (including the Plan), the Disclosure Information that the Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

iv. **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least six years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to the Plan within 45 calendar days following the Plan's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

d. **Restriction Agreements and Confidential Communications.** The Plan shall notify the Business Associate of any limitations in the notice of privacy practices of the Plan under 45 C.F.R. § 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information. The Business Associate will comply with any notice from the Plan to: (1) restrict use or disclosure of Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (2) provide for confidential communications of Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that the Plan notifies the Business Associate in writing of the restriction or confidential communications obligations that the Business Associate must follow. The Plan will promptly notify the Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct the Business Associate whether any of the Protected Health Information will remain subject to the terms of the restriction agreement.

12. **Breaches and Security Incidents**.

a. **Reporting**.

i. **Impermissible Use or Disclosure**. The Business Associate will report to the Plan any use or disclosure of Protected Health Information not permitted by this Agreement not more than 10 calendar days after the Business Associate discovers such non-permitted use or disclosure.

ii. **Breach of Unsecured Protected Health Information.** The Business Associate will report to the Plan any potential Breach of Unsecured Protected Health Information not later than 60 calendar days after discovery of such potential Breach. If the Business Associate is treated as the legal agent of the Plan, the number of days the Business Associate takes to report counts against the Plan's 60-day deadline to provide required notifications to individuals and, in appropriate cases, to the media and HHS. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR § 164.410. The Business Associate will make the report to the Plan's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412, the Business Associate may delay notifying the Plan for the applicable time period. The Business Associate's report will include at least the following, provided

that absence of any information will not be cause for the Business Associate to delay the report:

(A) Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;

(B) Identify the types of Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

(D) Identify what corrective or investigational action the Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;

(F) Provide such other information, including a written report and risk assessment under 45 CFR § 164.402, as the Plan may reasonably request.

(iii) **Security Incidents**. The Business Associate will report to the Plan any Security Incident of which the Business Associate becomes aware. The Business Associate will make this report available annually, except, if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth above.

b. **Mitigation**. Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

13. **Obligations of the Plan**

a. **Provisions for the Plan to Inform Business Associate of Privacy Practices and Restrictions.**

i. The Plan shall provide Business Associate with the notice of privacy practices that the Plan(s) produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

ii. The Plan shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

iii. The Plan shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR § 164.522.

b. **Permissible Requests by the Plan**(s)

The Plan(s) shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Plan(s).

14. **Term and Termination**

a. **Term.** This Agreement shall be effective as of the effective date of the Service Agreement and shall terminate upon termination of the Service Agreement.

b. **Termination for Cause.** Upon the Plan's knowledge of a material breach by the Business Associate, the Plan shall provide an opportunity for the Business Associate to cure the breach or end the violation and terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Plan, or immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.

c. **Treatment of Protected Health Information on Termination.**

i. Except as provided in Paragraph 14.c.ii. below, upon termination of this Agreement, for any reason, the Business Associate may retain paper and/or electronic records of the

Protected Health Information for a certain period of time based on the Records & Information Management (RIM) policy and the Service Agreement of the Business Associate following the termination of this Agreement and/or the Service Agreement between the parties. The Business Associate shall, for as long as the Protected Health Information is retained by the Business Associate, continue to protect such Protected Health Information under the same terms and conditions as if the termination of this Agreement had not occurred. At the end of such period, the Business Associate shall destroy the Protected Health Information as set forth in the Records & Information Management (RIM) policy of the Business Associate. Business Associate shall destroy all Protected Health Information received from the Plan, or created or received by Business Associate on behalf of the Plan. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

ii. In the event that the Business Associate determines that destroying the Protected Health Information is infeasible, Business Associate shall provide to the Plan notification of the conditions that make destruction infeasible. Upon mutual agreement of the Parties that destruction of Protected Health Information not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

iii. The Business Associate's obligation to protect the privacy and safeguard the security of Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

iv. The Business Associate's obligation to protect the privacy and safeguard the security of Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

15. **General Provisions**

a. **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.

b. **Inspection of Internal Practices, Books, and Records.** The Business Associate will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to the Plan and to HHS to determine compliance with the HIPAA Rules.

c. **Amendment to Agreement.** This Agreement may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.

d. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

e. **Interpretation.** Any ambiguity in the Agreement shall be resolved to permit the Plan and the Business Associate to comply with the applicable requirements under the HIPAA Rules.

f. **Indemnity.** The Business Associate will indemnify and hold harmless the Plan and any affiliate, trustee, officer, director, employee, volunteer or agent of the Plan from and against any claim, cause of action, liability, damage, cost, or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any unauthorized use or disclosure of Protected Health Information or any failure in security measures affecting Protected Health Information or any other breach of the terms of this Agreement by the Business Associate or any person or entity under the Business Associate's control.

g. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by the law of the State of Wisconsin, except to the extent preempted by federal law.

h. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

i. **Construction and Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties, and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

j. **Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (1) by delivery in person, (2) by a nationally recognized, next-day courier service, (3) by first-class, registered or certified mail, postage prepaid, or (4) by electronic mail to the address that each party specifies in writing.

k. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, and understandings of the parties, written or oral, with regard to this same subject matter.

IN WITNESS WHEREOF, the Business Associate and the Employer (on behalf of each Plan) have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

EMPLOYER	BUSINESS ASSOCIATE
Town of Brookfield	Diversified Benefit Services, Inc.
By: _____	By: _____
Print Name: _____	Print Name: Timothy G. Pederson
Title: _____	Title: President
Date: _____	Date: 6/3/2026

BRYCER, L.P.
BRYCER ADVISORY GROUP, L.P.
INSPECTIONREPORTSONLINE.net INC.
2300 Cabot Drive
Suite 250
Lisle, IL 6053255

_____

Town of Brookfield Fire Department
645 North Janacek Road
Brookfield, Wisconsin 53045

Re: "The Compliance Engine"

Dear **Town of Brookfield Fire Department**:

We look forward to providing you with "The Compliance Engine" (the "Solution") and the advisory services described below related to the Solution (the "Advisory Services"). This proposal letter provides the basic terms by which Brycer, L.P. and InspectionReportsOnline.net Inc. (collectively, "Brycer") and Brycer Advisory Group, L.P. ("BAGLP") will provide you, **Town of Brookfield Fire Department** ("Client"), with the Solution and the Advisory Services. The use of the Solution, the Advisory Services and all matters among Brycer, BAGLP and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. In the event that the terms herein conflict with the Terms and Conditions, the terms herein shall control. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution and BAGLP will provide the Advisory Services for three years, commencing _____ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by, as the case may be, Brycer or BAGLP, or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution and BAGLP shall stop providing the Advisory Services; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution during the Term and for a period of 180 days after the expiration or termination of the Term at no cost to client. Client shall have the right to terminate this agreement upon giving 60 days' written notice to each of Brycer and BAGLP.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution. Brycer shall not increase fees for third-party users without Client's prior written consent

3. **Brycer and BAGLP Responsibilities**: During the Term, Brycer and BAGLP, as the case may be, shall be responsible for the following in connection with Client's use of the Solution and the Advisory Services:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.

- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. At no cost to Client, Upon request by Client during the Term (which can be no more than once a month) or made prior to or within 180 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.
- ***Retention of Information***. Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices***. Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies. All scripted or non-scripted notices to third parties shall be approved by the Town in writing prior to such notices being delivered.
- ***Call Center.*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements***. In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.
- ***Advisory Services***. BAGLP will review the information entered into the Solution by third party inspectors (including compliance and deficient test results) to confirm their accuracy and completeness. On a case by case basis, BAGLP may provide recommendations, suggestions, comments and observations on the test results to the Client. BAGLP shall provide the Advisory Services using the Solution.
- BAGLP shall indemnify and hold harmless Client against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Client in connection with BAGLP's negligent recommendations made in BAGLP's performance of the Advisory Services.

4. **Client Responsibilities**: During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System***. Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.

- ***Training***. Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information***. Client shall promptly provide each of Brycer and BAGLP with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **[CLIENT]** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion. Client shall promptly provide BAGLP with all appropriate information for BAGLP to perform the Advisory Services.
- ***Enforcement***. Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies, provided that the manner in which Client desires to implement the requirement to use the Solution shall be solely determined by client.
- ***Third-Party Reports***. Client will require all compliant and deficient test results to be submitted.
- ***Compliance***. Client shall be responsible for remaining informed and updated, and causing its third party inspectors to be informed and updated, on all applicable rules, regulations, ordinances and other legal or regulatory requirements related to the underlying testing for which the Solution is being used by third party inspection companies. Client shall inform each of Brycer and BAGLP of any changes, updates or revisions to such rules, regulations, ordinances or requirements that may impact the functionality, compliance, or appropriate use of the Solution or the Advisory Services provided by BAGLP hereunder.
- ***Collaboration***. Client shall make reasonable efforts to collaborate with each of Brycer and BAGLP to ensure that the Solution is used, and the Advisory Services are provided, in accordance with all relevant requirements.

5. **Ownership of Data**. Client owns all the non-public data provided by Client and received from third party contractors for Client. Brycer and BAGLP shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, L.P.

By: _____

Its: _____

Brycer Advisory Group, L.P.

By: _____

Its: _____

InspectionReportsOnline.net Inc.

By: _____

Its: _____

Acknowledged and Agreed (Date):

[Town of Brookfield]

By: _____

Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and among Brycer, L.P. and InspectionReportsOnline.net Inc. (collectively "Brycer") and Brycer Advisory Group, L.P. ("BAGLP"), on the one hand, and Client, on the other hand (the "Agreement). As used in these Terms and Conditions, "Brycer" means either or both of Brycer or BAGLP, as the case may be depending on the provider of the applicable services described and referred to below.

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution or the work product resulting from the Advisory Services (the "Work Product") in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution and the Work Product for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution or the Work Product; (c) it shall not sell, resell, rent or lease the Solution or the Work Product; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution, the Advisory Services, the Work Product or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution; (g) it shall not permit anyone other than the Authorized Users to view or use the Solution or the Advisory Services and any screen shots of the Solution or the Work Product; and (h) it shall not disclose the features of the Solution or the Work Product to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution and the Advisory Services.

2. Proprietary Rights. All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under the Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Brycer shall have the right to use the Derivative Works, the Work Product, the Documentation and any data used in connection with the foregoing to provide the services under the Agreement and to analyze, improve, expand and enhance the functionality and performance of the Solution, the Advisory Services and related offerings. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.

3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each party hereto is an independent contractor. No party may assume, either directly or indirectly, any liability of or for another party. No party has the authority to bind or obligate another party and no party may represent that it has such authority.

4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution, the contents of any Work Product, and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution or similar Work Product to other parties.

5. Use of Logos. During the term of the Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client and for the purpose of preparing and making available the Work Product to Client.

6. Confidential Information. Each party acknowledges and agrees that in providing the Solution and the Advisory Services, each party, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, the Work Product, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the disclosing party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that each party shall be permitted to comply with any and all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information (including the Work Product) for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business days following such request, to the extent legally permissible. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of the Agreement, each party will return to the disclosing party all Confidential Information of the disclosing party; provided, however that Brycer may retain a copy of such Confidential Information of Client to comply with applicable law or a bona fide record retention policy. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith, except for the purposes set forth in the Agreement.

7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into the Agreement and provide the Solution to Client pursuant to the Agreement.

8. Disclaimer. All information, as well as all conclusions as to the condition of any testing site, entered into Brycer's database or submitted in connection with the Advisory Services is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS, INCLUDING IN CONNECTION WITH THE PREPARATION AND PROVISION OF THE ADVISORY SERVICES, WHICH ARE MADE IN RELIANCE UPON SUCH INFORMATION. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION, THE ADVISORY SERVICES OR THE WORK PRODUCT OR ANY OTHER INFORMATION OR THE CONTENTS THEREIN AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR**

PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS, ON A SEVERAL AND NOT JOINT BASIS, CLIENT FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7.

9. **LIMITATION ON DAMAGES. BRYCER, ON A SEVERAL AND NOT JOINT BASIS, SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED. BRYCER'S SHALL BE NOT LIABLE FOR ANY NON-COMPLIANCE, PENALTIES OR OPERATIONAL DISRUPTIONS RESULTING FROM CLIENT'S FAILURE TO (A) STAY INFORMED AND IN COMPLIANCE WITH, (B) PROVIDE BRYCER TIMELY UPDATES OF APPLICABLE RULES REGULATIONS OR ORDINANCES, OR (C) ACT IN ACCORDANCE WITH THE APPLICABLE RULES, REGULATIONS OR ORDINANCES, OR IN ACCORDANCE WITH THE CONCLUSIONS SET FORTH IN ANY TEST OR WORK PRODUCT, WHICH MAY AFFECT THE SOLUTION OR THE ADVISORY SERVICES (INCLUDING THE WORK PRODUCT) PROVIDED HEREUNDER.**

10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution and the Work Product resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives (including without limitation, BAGLP for the provision of the Advisory Services hereunder); (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Brycer, severally and not jointly (the "Indemnifying Party"), will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of the Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of the Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution or described in the Work Product, is not responsible for any such data or information, and makes and may assess or make any suggestions or recommendations in the Work Product solely in reliance on such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer (individually or collectively) by a third party in connection with Client's or an Authorized User's use of the Solution or the contents of the Work Product, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.

12. Breach. Brycer shall have the right to terminate or suspend the Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of the Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.

13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.

14. Beneficiaries. There are no third party beneficiaries to the Agreement.

15. Force Majeure. No party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.

16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.

17. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

18. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable

attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.

19. Entire Agreement. The Agreement, including these Terms and Conditions which are hereby incorporated by reference, sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of all parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement. But only pertaining to events arising prior to expiration or termination of the Agreement

22. Separation of Services. Client acknowledges and agrees that each of Brycer and BAGLP are separate and distinct entities, each providing its respective services under the Agreement independently of the other. Each of Brycer and BAGLP shall be solely responsible for the performance, quality and delivery of the services it provides, as well as for any obligations, liabilities or claims arising out of or relating to its respective services. Neither Brycer nor BAGLP shall be liable for the services performed or obligations undertaken by the other, and no joint liability shall arise as a result of their respective roles under the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance**.

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time**.

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511.

Brycer will assign Client a dedicated customer representative with direct access to their email and work number.