

**VILLAGE OF WINDSOR  
VILLAGE BOARD RESOLUTION 2024-95**

**APPROVAL OF CIVICPLUS STATEMENT OF WORK (SOW) FOR  
CODE OF ORDINANCE ONLINE SERVICES**

**WHEREAS**, the Village of Windsor has contracted with Municode since 2013 to host Windsor's online Code of Ordinances; and

**WHEREAS**, during the past 10 years, Municode only raised pricing once in 2017; and

**WHEREAS**, in 2021 Municode was acquired by CivicPlus, an integrated software solutions company that caters exclusively to municipal government; and

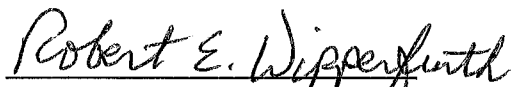
**WHEREAS**, CivicPlus had notified us that they were changing their supplementation service billing model to an annual flat rate effective 10/1/2023 but the change wasn't activated in 2023 as authorized by Resolution 2023-90; and

**WHEREAS**, it remains in Windsor's best financial interest to change to the annual flat rate supplementation service as of 1/1/2025.

**NOW THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Windsor that it hereby approves the Statement of Work attached as Exhibit A.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor, Dane County, Wisconsin on November 21, 2024, by a vote of 4 in favor and 0 opposed.

**VILLAGE OF WINDSOR**

  
Robert E. Wipperfurth, President

**Attested by:**

  
Christine Capstran, Clerk

EXHIBIT A: CivicPlus Statement of Work



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-72762-1

**Date:**

4/16/2024 8:04 AM

**Customer:**

WINDSOR VILLAGE,  
WISCONSIN

Product Name	DESCRIPTION	QTY	TOTAL
Full-Service Supplementation Subscription	Full-Service Supplementation Subscription - Includes Admin Fee and Supplement 13 In Progress	1.00	USD 3,798.00
Code and Supp Year 1 Annual Fee Discount	Code and Supp Year 1 Annual Fee Discount - 50% Supplement Subscription Adjustment - First Year Only	1.00	USD -1,899.00
Annual Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on an annual basis - November	1.00	USD 0.00
Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included - 1 Copy	1.00	USD 0.00
Custom Online Code Hosting	Online Code Hosting Subscription	1.00	USD 840.00
CodeBank Subscription	CodeBank Subscription	1.00	USD 462.00
Annual Recurring Supplement Services - Initial Term			USD 3,201.00
Annual Recurring Supplement Services - (Subject to Uplift)			USD 5,100.00

1. This Statement of Work ("SOW") is between Village of Windsor, WI ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.

2. This SOW shall begin on 1/1/2025 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

**Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Robert E. Wipperfurth

Amy Vikander

Printed Name:

Printed Name:

Robert E. Wipperfurth

Amy Vikander

Title:

Title:

Village President

Senior Vice President of Customer Success

Date: 11-21-24

Date: 11/18/2024

Organization Legal Name: Village of Windsor

Billing Contact: Kadie Buttenis

Title: Deputy Treasurer

Billing Phone Number: 608-888-0066

Billing Email: kadie@windsorwi.gov

Billing Address: 4084 Mueller Rd.

DeForest WI 53532

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Addendum 1

This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.

1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.

2. Limitations of Services. Annual Recurring Supplement Service does NOT include:

- Additional copies, reprints, binders, and tab orders;
- Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;
- Documents that contain: multiple tables, graphics, unique formatting requirements, or any other form-based code requirements;
- Legal work, creation of fee schedules, gender-neutral review/implementation, external linking;
- Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
- Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
- Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
- Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost.
- The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
- Online Code hosting and online features, this is listed separately.

For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.

3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.

4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.

5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.

6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.

9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.

10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

**Contact Information**

**Organization** URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for  
ensuring CivicPlus has current updates.

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Billing Contact** E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [     ] or N [     ]

Please list all external sources: \_\_\_\_\_

**Contract Contact** Email

Phone Ext. Fax

**Project Contact** Email

Phone Ext. Fax