

**VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022**

MEETING: REGULAR MEETING OF THE VILLAGE BOARD

DATE AND TIME: MONDAY, OCTOBER 18, 2021 7:00 p.m.

**LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road**

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #: 2555 598 4694 Password: VMjP6UmUJ87 which can be accessed by phone at 408-418-9388 or by logging on at

<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m9e7b6b28b7e07da2d0787592a7e5aa2a>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. Citizens may also view the meeting by live broadcast on Spectrum Cable Channel 25 or the livestream on the Village's website.

Previously recorded Village Board Meeting Videos can be viewed at

https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT'S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST
COMMITTEE AND DEPARTMENT REPORTS:**
 - A. The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads, to include:
- VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**

Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes) Written Public Comments should be directed to comments@germantownwi.gov, by 4 p.m. on Monday, October 18.

VII. CONSENT AGENDA:

- A. Approval of Minutes September 20, 2021 and October 4, 2021 Regular Village Board Meeting.
- B. Accounts payable/payroll:
 - 1. October 1, 2021 Accounts Payable \$ 240,271.69
 - 2. October 12, 2021 Payroll (Hourly) \$ 109,881.59
 - 3. October 15, 2021 Payroll (Salary) \$ 114,869.94
 - 4. October 8, 2021 Accounts Payable \$ 79,793.70

The following items were forwarded from **Public Works Committee** with a unanimous recommendation:

- C. Vinton Construction Inc. Invoice in an amount not to exceed, \$16,880 for butterfly valves.
- D. Resolution 32-2021, 2022 Contract with Wachtel Tree & Science Services, in an amount not to exceed \$15,000.

VIII. UNFINISHED BUSINESS

- A. American Rescue Plan Act Presentation.

IX. PUBLIC HEARINGS:

- A. None.

X. NEW BUSINESS:

- A. Employee Health Care Plan Design.
- B. Health Care Plan Administration Contract with United Medical Resources, United Healthcare Third – Party Administrator Solution.
- C. Effective Date Water Rate Increase.
- D. Washington County Library Services Board Agreement.
- E. Acquisition of Property in the Area of the Intersection of Donges Bay and Wasaukee Roads for a new Department of Public Works Facility. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT.

The next regular meeting of the Village Board will be on Monday, November 1, 2021, at 7:00 p.m. The Budget Public Hearing will be on November 15, 2021.

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For Additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
September 20, 2021**

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, Kaminski, J. Miller, R. Miller, Myers, Neureuther, and Pieper. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Schroeder, Superintendent Anderson, Director Ratayczak, Manager Hirn, Manager Uselding, Director Retzlaff, Superintendent Haugen, and Chief Snow. Clerk's Note: This was a partial Virtual Webex Meeting.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

President Wolter reported on attending the Germantown Chamber Event honoring the person of the year, company of the year and charitable organization of the year.

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

The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads, to include:

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:

Tr. R. Miller commented that Oktoberfest is this upcoming weekend at Dheinsville Park. Brian Depies, Ridgewood Lane came to the podium. He commented with favor on the resolution for Mark Schroeder and thanked him for all he has done for the Community. He commented on the 2022 budget he noticed that 30,000 toward a trail pedestrian network plan is on the parking lot and he requested funds toward a pedestrian plan.

CONSENT AGENDA:

- A. Approval of Minutes August 16, 2021 Regular Village Board Meeting and August 30, 2021 Special Village Board Meeting.
- B. Accounts payable/payroll:
 - 1. August 13, 2021 Accounts Payable \$ 1,138,550.83
 - 2. August 20, 2021 Accounts Payable \$ 109,773.20
 - 3. August 27, 2021 Accounts Payable \$ 295,266.49
 - 4. August 30, 2021 Payroll (Hourly) \$ 265,522.23
 - 5. August 30, 2021 Payroll (Salary) \$ 107,589.27
 - 6. September 3, 2021 Accounts Payable \$ 649,619.55
 - 7. September 10, 2021 Accounts Payable \$ 256,709.55
 - 8. September 14, 2021 Payroll (Hourly) \$ 162,962.29
 - 9. September 15, 2021 Payroll (Salary) \$ 70,370.11

The following items were forwarded from **General Government and Finance** with a unanimous recommendation:

- C. Resolution 24-2021, Wisconsin Employee Trust Funds - Income Continuation Insurance for Employees

The following items were forwarded from **Public Works** with a unanimous recommendation:

- D. ITU AbsorbTech to provide maintenance towels, mop heads and floor mats in an amount not to exceed \$10,353.68 annually and \$31,061.04 over the 3-year agreement with no annual increase.
- E. Purchase of two ZT7061SR zero turn mowers from Bobcat Plus Inc. in an amount not to exceed \$28,970.

Motion (Myers/Pieper) to approve Consent Agenda items A-E. Roll call vote carried unanimously.

UNFINISHED BUSINESS:

- A. None.

PUBLIC HEARING:

- A. None.

NEW BUSINESS:

- A. Resolution 25-2021, Appreciation of Service to Mark Schroeder.

Motion (Baum/R. Miller) to approve Resolution 25-2021, Appreciation of Service to Mark Schroeder. President Wolter commended Director Schroeder for his service to the community. President Wolter read the resolution. Motion carried unanimously.

- B. Resolution 26-2021, Appreciation of Service to Lt. Tom Schreihart.

Motion (Baum/J. Miller) to approve Resolution 26-2021, Appreciation of Service to Lt. Tom Schreihart. President Wolter commended the Lieutenant and read the resolution. Chief Snow accepted the Resolution on behalf of Lieutenant Schreihart. Motion carried unanimously.

- C. Resolution 27-2021, Combined Resolution for Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Programs.

Director Anderson came to the podium and gave information for the Urban Forestry Grant. Motion (Myers/R. Miller) to approve Resolution 27-2021, Combined Resolution for Urban Forestry Grant and Urban Forestry Catastrophic Storm Grant Programs. Roll Call Vote Carried. Baum Abstained.

- D. Kiwanis 4th of July Overview Presentation – Joletta Kerpan.

Joletta Kerpan came to the podium and reviewed the 4th of July festivities. The Kiwanis organizes the parade, beer, fireworks, and liability insurance. Joletta commented on the required permits, communication with Public Safety, DPW Department, and organization of the event. She reported on the sponsorships for the fireworks and decline of donations. Joletta reported that this year the event was shortened due to the lack of volunteers and donations. An increased role from all community and businesses, making a more manageable event based on support. Kiwanis cannot be the group to continue to take the item on but will assist.

Discussion of holding the event on July 3rd rather than on July 4th, and to have a committee to lead the item. Suggested to give a year notice to allow for information to transfer.

E. Police Department Staffing Presentation.

Chief Snow came to the podium and presented the Police Department Staffing. He reported on the challenges of 2021. Staffing over the last twenty years was shown. The influence from the Metro Milwaukee area was commented on. Grants have been applied for and received due to the Metro Milwaukee influence. Six miles of Hwy 41 is an additional influence. Multiple officers are required for most incidents, not uncommon to need multiple officers. There are limited resources of ACS for Chapter 51. There is an uptick of vehicle pursuits, not uncommon to see four pursuits per month. License readers has greatly enabled the recovery of stolen vehicles. Working with the County on getting squads on Hwy 41. Recently targeted prostitution on Super 8 with assistance of the County and FBI.

The staffing levels in comparison to 1997 to 2021 was reviewed. The command structure was reviewed. The current and revised organizational structure was reviewed. By the time retirement age is reached, the twelve-hour shifts becomes a challenge.

Chief Snow commented on mandatory supervision.

The 2021 Budget to the projected budget was reviewed. Recent Referendums were reviewed. Discussion of movement of dispatch to Washington County rather than local was commented on. Also commented on was the amount of Hwy 41 that is patrolled and why not patrolled by County and State. State patrol will assist on Hwy 41 as requested.

Discussion ensued possibility of shorter shifts for the filling of a supervisor shift. There is a mandatory supervisor structure.

Discussion ensued of lower cost staffing utilization.

Discussion ensued of moving forward with an economic plan and more details of number requirements. Chief Snow commented on Supervisory Plans.

Administrator Kreklow commented on direction from the board and preferences of the community and expounded on the personnel change of dispatch to the County and referendums. Could do so incrementally rather than all at one time.

F. Resolution 28-2021, A Resolution Adopting Updated Bond Schedule for Municipal Court Cases.

Motion (Kaminski/Myers) to approve Resolution 28-2021, A Resolution Adopting Updated Bond Schedule for Municipal Court Case. Motion carried unanimously.

G. Ordinance 09-2021, Amendments to Section 17.50(2)(f), 17.50(2)(h) and 17.41(6) regarding fences, hedges and retaining walls in residential districts; 17.46(7)(h) regarding Electronic Message Center (EMC) signs and 17.59 regarding animal waste storage facilities.

Director Retzlaff came to the podium. He reported on the four zoning code amendments including fences, electronic signs, and animal waste storage facility. This is modeled after Washington County. The Plan Commission recommended approval of the items. Director Retzlaff pointed out an omission of criteria or threshold; he read the detail to be included. A concrete, wooden, steel, or otherwise fabricated structure, or an excavated or earthen impoundment specifically designed and made for the purposes of temporarily storing and

holding of animal waste that is equal to or exceeds the volume of waste produced at a site in a 30-day period or 175 cubic feet, whichever is greater.

Motion (Myers/Baum) to approve Ordinance 09-2021, Amendments to Section 17.50(2)(f), 17.50(2)(h) and 17.41(6) regarding fences, hedges and retaining walls in residential districts; 17.46(7)(h) regarding Electronic Message Center (EMC) signs and 17.59 regarding animal waste storage facilities. Discussion ensued of the recommended update. There may be enough land to spread the manure or have a service pick it up. Includes the Recommended update. A concrete, wooden, steel, or otherwise fabricated structure, or an excavated or earthen impoundment specifically designed and made for the purposes of temporarily storing and holding of animal waste that is equal to or exceeds the volume of waste produced at a site in a 30-day period or 175 cubic feet, whichever is greater. Installation of a manure transfer system will be considered a waste storage facility for purposes of this ordinance. Motion carried unanimously.

- H. Memorandum of Understanding (MOU) with Washington County regarding the administration and enforcement of the Village's animal waste storage facilities regulations under Zoning Code Section 17.59.

Motion (Baum/R. Miller) to approve Memorandum of Understanding (MOU) with Washington County regarding the administration and enforcement of the Village's animal waste storage facilities regulations under Zoning Code Section 17.59. Motion carried unanimously.

- I. Overview Presentation of 2022 Budget and Setting of 2022 Committee of the Whole Budget Meetings.

Manager Mathew Uselding came to the podium. He presented the 2022 Budget Overview. The current recommended budget includes the TID out. The impact on a \$250,000 home was shown. If calculated with TID in, would be an additional \$6. The Parking lot items were shown. The capital projects to be funded by the debt service was shown. The Capital Project Parking Lot were also shown. Administrator Kreklow commented that the trail would probably be levy dollars and not bondable. Motion (Baum/Pieper) for the Committee of the whole Budget Meetings to be on September 30, October 6th and October 13th at 6 pm. Kaminski requested Public Works items to be discussed on September 30 or October 6th. Motion carried unanimously.

- J. Vision for Washington County Next Generation Housing – Presentation by - Josh Schoemann - County Executive.

County Executive Josh Schoemann presented information on a Vision for 2050 and beyond. The Silver Tsunami was commented on and the next generation. He commented on keeping generations in the community. He wants Washington County to be the place that the next generation stays and works and in a prosperous community. He commented on the Vision for 2050.

Executive Schoemann commented on EDWC and growing businesses in Washington County. He commented on keeping kids and communities connected.

Executive Schoemann reported that housing is the first major challenge and to look at affordable housing in Washington County. He reported on a coalition to build and the County

is uniquely positioned to invest in making this a reality. The EDWC is working on a Next Generation Housing Plan Roll Out.

Executive Schoemann commented on the impact fees and developers that are in place.

He looked at the immediate action steps. October 7th at 3:30 pm will be the roll out of the Next Generation Housing Plan. He recommended the economic draught document. He commented that this is not subsidized housing. Discussion ensued of multi housing and smaller homes not accepted in the community. Appleton Valley is an area that is doing this, for various line workers; they need a place to live. Now the jobs are here but the housing is not here.

Discussion ensued of the community and being affordable and where to raise your kids and walking availability. Discussion ensued of each generations expectations.

Discussion ensued of the possibility of these home owners working from home and the shift of working from home. Discussion ensued of broadband. Discussion ensued of revitalizing the downtown with housing.

- K. Resolution 29-2021, Consideration of Resolution Authorizing Amendments to \$2,140,000 Village of Germantown, WI Industrial Development Revenue Bonds, Series 2015 (Machining Concepts Inc. Project) Issued on February 12, 2015.

Motion (Baum/Kaminski) to approve Resolution 29-2021, Consideration of Resolution Authorizing Amendments to \$2,140,000 Village of Germantown, WI Industrial Development Revenue Bonds, Series 2015 (Machining Concepts Inc. Project) Issued on February 12, 2015. The Village is not beholden and given. Roll call Vote carried unanimously.

- L. Village of Richfield Potential Water / Sewer Memorandum of Understanding. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,
- M. Acquisition of Property in the Area of the Intersection of Donges Bay and Wasaukee Roads for a new Department of Public Works Facility. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

Motion (R. Miller/Pieper) to convene into closed session at 9:30 pm for item L. and to include the Village Board, Administrator Kreklow, Director Retzlaff, Attorney Sajdak, and Clerk Treasurer Braunschweig, Superintendent Haugen, Director Retzlaff, Assistant Planner Zandt, Director Ratayczak. Roll call vote carried unanimously. Discussion from 9:30 – 10:19 p.m.

Motion (R. Miller/Pieper) to convene into closed session at 9:30 pm for item M. and to include the Village Board, Administrator Kreklow, Director Retzlaff, Attorney Sajdak, and Clerk Treasurer Braunschweig, Superintendent Haugen, Director Retzlaff, Assistant Planner Zandt, Director Ratayczak. Roll call vote carried unanimously. Discussion from 10:09 – 10:30 p.m.

Motion (Pieper/R. Miller) to convene into open session at 10:30 p.m. Motion carried unanimously.

Motion (Baum/Hudson) to approve the Village of Richfield Potential Water / Sewer Memorandum of Understanding as discussed in closed session. Roll Call Vote Carried. Pieper voted no.

Motion (Baum/R. Miller) to approve the change order for Maguire Iron for additional cost as discussed in closed session. Roll Call Vote Carried. Pieper voted no.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 10:33 p.m.

The next regular meeting of the Village Board will be on Monday, October 4, 2021, at 7:00 p.m.

Respectfully Submitted,

Deanna Braunschweig

Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
October 4, 2021**

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, J. Miller, R. Miller, Myers, and Neureuther, and Pieper. Absent Excused: Kaminski. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Ratayczak, Chief Delain, and Chief Snow.

Clerk – Treasurer Braunschweig called the meeting to order at 7 p.m. President Wolter was present via phone. Motion (Myers/J. Miller) to appoint Tr. Baum as Chair Pro-Tem. Motion carried unanimously.

PLEDGE OF ALLEGIANCE:

PRESIDENT’S REPORT:

No Report.

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

The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads, to include:

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:

Craig Ostovich W168N12338 Century Lane, came to the podium. He commented on the condition and deterioration of Century Lane. He questioned when the road was going to be repaired. He commented that there were past right of way issues. In 2020 he had received information from the surveyor and gas lines were moved.

There is 8 foot of the road missing in front of his house. It is scheduled for repair next week. Neighbor received a permit for tree service. He questioned if the road will be planned for next year and if so when.

It was reported that the roads would be discussed at the Committee of the Whole Agenda for Wednesday at 6 p.m.

Aaron Diener of W168N12330 Century Lane came to the podium. He commented on the condition of Century Lane and Lovers Lane and the to the reconstruction and condition of Century Lane. He has a right of way issue and was mailed a quick claim deed. He commented it is 1.91 acres of undevelopable land.

Paul Ryan of W168N12394 Century Lane came to the podium. He reported on previous meetings in regard to the reconstruction and condition of Century Lane. He commented on the moving of the electrical lines. We Energies came in to move the electrical lines. He reported on the cost of the easement issues.

Dan Wing 494 Olympic Drive, Slinger; and business owner on W11912 Goldendale Road came to the podium. He was an alderperson for the Village, District 1. He commented on the Maguire Iron Contract. He distributed a packet to the Village Board that included newspaper article and information in regard to the sharing of water with the Village of Richfield. He also included tax increment district financing information by the maciver institute and read portions of the document. He spoke against workforce housing.

Lynn Grgich, W168N11062 Ashbury Circle Unit 5, from the Chamber of Commerce, came to the podium. She reported on the Christmas Festival and parade that is coming up. She reported that this year the Christmas Festival will be held in the Firemen's Park. The parade route will follow the 4th of July parade route. There will be tree lighting at Firemen's Park on Saturday, November 13th.

CONSENT AGENDA:

A. Accounts payable/payroll:

1.	September 17, 2021	Accounts Payable	\$ 388,739.48
2.	September 24, 2021	Accounts Payable	\$ 109,881.59
3.	September 28, 2021	Payroll (Hourly)	\$ 166,764.01
4.	September 30, 2021	Payroll (Salary)	\$ 69,627.06

The following items were forwarded from **General Government and Finance** with a unanimous recommendation:

B. Resolution 30-2021, Capital Data - IT Management Contract.

C. Resolution 31-2021, Capital Budget Carry Over

The following items were forwarded from **Public Safety** with a unanimous recommendation:

D. Filling of Patrol Officer Position.

Motion (Myers/R. Miller) Consent Agenda items A, C, and D. Pieper requested to pull item B. Motion carried unanimously.

B. Resolution 30-2021, Capital Data - IT Management Contract.

Discussion of the item ensued.

Discussion ensued that Information Technology Support was offered by Washington County. Washington County did not submit a written or cost estimate. Washington County is in the very beginning stages of this and not currently staffed.

Discussion ensued of the of the selection and review process. Capital Data has on call emergency procedure available 24/7. This is a month-to-month contract. There could be infrastructure costs. This contract is an hourly rate with an estimate of the amount. The processes were approval of work and who has the authority to request work. There are a number of areas for improvements, we will not be able to afford to do them all at once.

Motion (Pieper / Myers) to approve 30-2021, to not exceed 9,000 a month, excluding emergencies within that month.

Discussion ensued of monthly meeting with key stake holders and budgetary controls.

Discussion ensued of security services.

A link of RFPs was provided to Trustees. Discussion ensued of the process and information made available to the Trustees.

Discussion ensued of how the \$6,700 per month and how that number was arrived.

Tr. Pieper / Tr. Myers withdrew motion.

Motion (Tr. Myers/R. Miller) to approve Resolution 30-2021, Capital Data - IT Management Contract. Discussion of the cost of the monthly amount ensued. The amount may fluctuate and may be high in the beginning of the contract.

Amendment Motion (Hudson /Pieper) to accept as written with 30 day out clause. Discussion ensued of the monthly amount in place. Discussion ensued that this is for Managed Services, not for hardware or software. Tr. Miller has experience with the company and was not part of the process. Discovery work is part of the contract.

This is on a month to month basis. Capital Data can come back to the board with their recommendations on managed support.

Attorney Sajdak advised that as with any contract, there is legal review. Discussion ensued of the \$6,700. Clarification is 90 days with 30 days with cause. There would be technical changes.

Amendment Motion failed. Baum, J. Miller, Neureuther, and Wolter voted no.

Motion carried. J. Miller, Neureuther, and Pieper voted no.

UNFINISHED BUSINESS:

- A. None.

PUBLIC HEARING:

- A. None.

NEW BUSINESS:

- A. Class "A" Liquor and Fermented Malt Beverage License, AJIMA Corporation., Rajan Shrestha, N74W13737 Appleton Ave, Menomonee Falls, d/b/a Holy Hill Road, Richfield, Cooler, Store Floor, Office and Back Storage.

Motion (Pieper / Hudson) to approve Class "A" Liquor and Fermented Malt Beverage License, AJIMA Corporation., Rajan Shrestha, N74W13737 Appleton Ave, Menomonee Falls, d/b/a Holy Hill Road, Richfield, Cooler, Store Floor, Office and Back Storage. This is for the property of N128W21760 Holy Hill Road. Motion carried unanimously.

- B. Pet Fancier License, Cherie Carty, W154N10230 Regency Court South, to keep more than three dogs, three dogs and a cat.

Motion (Pieper / R. Miller) to approve Pet Fancier License, Cherie Carty, W154N10230 Regency Court South, to keep more than three dogs, and a cat. This is for four dogs and one cat. The public comment against the license was read into the record. Motion carried. Hudson, J. Miller, and Wolter voted no.

- C. Tiny T's Temporary Outside Premise Extension, October 9th, 10 am – 10 pm, W157N11638 Fond du Lac Ave, for the Purpose of a Birthday Party. Tent in back yard with tables and chairs.

Motion (Myers / Pieper) to approve Tiny T's Temporary Outside Premise Extension, October 9th, 10 am – 10 pm, W157N11638 Fond du Lac Ave, for the Purpose of a Birthday Party. Tent in back yard with tables and chairs. Motion carried unanimously.

- D. Approval of Selection for Park and Recreation Director.

Administrator Kreklow reported that the position was posted and a number of solid applications were received. There were five finalists selected and interviews performed. Interviews included policy issues and supervisor skills. There were two candidates that were common. Mr. Guilford and a second. President Wolter completed interviews. President Wolter selected Mr. Guilford and is in Arkansas in a park and recreation position. He has significant amount of experience. He has a bachelors degree and over thirty years of experience in the field. He is available via telephone.

Motion (Myers/J. Miller) to approve the appointment of Mr. Guilford as appointed by President Wolter. Motion carried unanimously.

- E. Ordinance 10-2021, An Ordinance Repealing and Recreating Section 1.45 of the Germantown Municipal Code Relating to the Creation of Election Wards.

Clerk – Treasurer Braunschweig commented apologies for the lateness of this item. We are under a tight deadline due to information coming in later from the census bureau. She also expressed gratitude to the County, Eric Damkot for his assistance and map creation. The item is from the General Government and finance sent without recommendation. Three maps were presented for review. Option 1 has the least amount of change for residents and staff. Including Election Officials and offers elected officials to remain in their districts.

Motion (Myers/Neureuther) to approve option map 1, for Ordinance 10-2021, An Ordinance Repealing and Recreating Section 1.45 of the Germantown Municipal Code Relating to the Creation of Election Wards. Motion carried unanimously.

- F. Ordinance 11-2021, An Ordinance Amending Section 14.09 of the Germantown Municipal Code Relating to Safety Measures for Private Swimming Pools.

Motion (Myers/R. Miller) to approve Ordinance 11-2021, An Ordinance Amending Section 14.09 of the Germantown Municipal Code Relating to Safety Measures for Private Swimming Pools

Attorney Sajdak advised that this is brought forward from the use of automatic pool cover in lieu of a fence. Staff's recommendation is to not eliminate the use of a fence and safety precautions were spelled out. Staff's position is to not change the code.

Discussion ensued of electronic covers. Pres. Wolter person lives in a rural area. Nearest neighbor is 3 acres away. The pool cover opens and closes automatically. This is for specific to a residential area of five acres or more. Discussion ensued of possible additional insurance. Could bring it back for specific zoning.

Discussion ensued of fencing requirements and liability. Discussion ensued of the zoning possibilities and rules.

Motion (Pieper / R. Miller) to approve ordinance 11-2021, and add zoning districts to be in lei of a fence were in zoning with 5 acres larger residential and agricultural lots.

Discussion of timing ensued and would like more information from the Chiefs. Chief Delain commented on the proximity to a residence and how this is delineated or marked. He would prefer on limitation on how close to a residence. Discussion ensued that we have ordinances in place to the proximity that an underground pool can be to a building, depending on a back yard or side yard. Standard in the Village as five feet to a building.

Motion (Hudson/J. Miller) to Table Ordinance 11-2021 until November 1st meeting. Motion carried. Pieper and Pres. Wolter voted no.

- G. Ordinance 12-2021, Ordinance to Amend Section 9.50 of the Germantown Municipal Code related to Sex Offender Residency Restrictions.

The ordinance is a result of recent case law. We can create a review board and the community completing a risk assessment. Discussion ensued of the reduction of the distance in the code. To large of a distance is problematic. There is a state statute that applies to violent offenders. The review board gives us the protection that we need. The board is the Village President and chairs of Public Safety and General Government and Finance Chairs.

Motion (Myers/J. Miller) to approve Ordinance 12-2021, Ordinance to Amend Section 9.50 of the Germantown Municipal Code related to Sex Offender Residency Restrictions. Motion carried unanimously.

- H. Collective Bargaining Update. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,

Motion (Myers/J. Miller) to convene into closed session for H., item and to include the Village Board, Administrator Kreklow, Attorney Sajdak, Police Chief, and Fire Chief. Roll call vote carried unanimously.

ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 9:20 p.m.

The next regular meeting of the Village Board will be on Monday, October 13, 2021, at 7:00 p.m.

Respectfully Submitted,
Deanna Braunschweig
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS
COMMITTEE and VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE:

October 5th, 2021 and October 18, 2021

AGENDA ITEM:

New Business

ITEM TITLE:

Consideration of Invoice - Vinton Construction Co.
Valve replacements for Freistadt and Goldendale Rd intersection reconstruction

SUBMITTED BY:

Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

- Replacement of (2) 16" butterfly valves that did not work that needed to be replaced at the time of the road closure at Freistadt and Goldendale Rd intersection reconstruction. Since Vinton Construction was in town installing the new water main loop along Wendy Ln. we requested a quote from them, and the price was comparable to other valve work done in the past and we were able to save a portion on mobilization cost.

ORDINANCE _____ RESOLUTION _____ OTHER _____ ATTACHMENT: X

RECOMMENDATION:

Village staff recommends paying the invoice from Vinton Construction in the amount of \$16,880.00 for (2) 16" butterfly valves.

The amount will come from the capital account #50-180-183-3430

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

**VINTON CONSTRUCTION COMPANY**

An Equal Opportunity Employer
2705 N. Rapids Rd.
P.O. Box 1987
Manitowoc, WI 54221-1987

(920) 682-0375
Fax: (920) 682-2838

INVOICE

Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022

RE: 16" Water Valve
Replacement

NET; 30days

VCC# 21022

Invoice Date: 8/26/2021

Invoice #: 21022.GI

Quantity	Unit	Description	Unit Price	Amount
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**Work completed April 5, 2021
16" Water Valve I\placement
Goldendale Rd. Village of Germantown**

2.00	EA	All labor & trucking to remove & Install 16" Water Valves	8,440.00	<u>16,880.00</u>
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TOTAL DUE: 16,880.00

**BUSINESS OF THE PUBLIC WORKS COMMITTEE
and VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: October 5th, 2021 and October 18, 2021

AGENDA ITEM: New Business

ITEM TITLE: 2022 Wachtel Arboricultural Contract

SUBMITTED BY: Scott Anderson: Highway, Parks, Building & Grounds Superintendent

SUMMARY EXPLANATION:

Staff is looking to continue our contract with Wachtel Tree Science & Services. Wachtel has provided the village with excellent service over the life of our previous contracts. Wachtel provides the village with many forestry related services, which include but are not limited to the following: Acting Village Forester, manages the village's GIS tree layer, assist staff with Emerald Ash Borer treatment specifications and contracts, assist staff with tree removal specifications and contracts, assists staff with tree planting specifications and contracts, provides staff with direction on difficult forestry related resident concerns, preforms plan review from a forestry perspective. The cost of this service will be billed on a time and material basis in an amount not to exceed \$15,000.00 (\$145/hr Project Manager, \$115/hr Certified Arborist). This is the first change in the contract pricing since 2018.

ATTACHMENT: ORDINANCE _____ RESOLUTION _____ OTHER - ☒ x

RECOMMENDATION:

Staff recommends continuing the Wachtel contract for the 2022 calendar year. If approved, funds shall be allocated from the Parks Department - Street Tree Maintenance Line Item: 10-553-530-5290.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

AGREEMENT BETWEEN THE VILLAGE OF GERMANTOWN
AND WACHTEL TREE SCIENCE & SERVICE

FOR PROFESSIONAL ARBICULTURAL CONSULTING SERVICES - 2022

This contract entered on the last date of execution shown below, between the Village of Germantown (the "Village") a municipal corporation duly existing in the State of Wisconsin, and Wachtel Tree Science and Service, Inc. ("Wachtel"), a Wisconsin corporation.

In consideration of the mutual promises and covenants described herein, and for other good and valuable consideration which is duly acknowledged, Village and Wachtel agree that Wachtel shall provide the following services to the Village of Germantown for the 2022 calendar year, subject to the following terms and conditions:

I. For Administration of EAB Activities

Wachtel will perform the following administrative duties for in-house or contracted ash tree removal, stump removal and site restoration; tree replacement plantings; and ash tree treatments within the funding limitations of the Village's budget for such activities.

1. Utilizing the Village's GIS (Geographic Information System) Street, park/ public property tree inventories, locate and field verify ash that meet the criteria as determined by the Village to be candidates for removal or treatment.
2. Prepare informational letters (if determined to be necessary) explaining the process of the removal, replacement, and treatment programs. The Village would send the letter, approved by Village staff, to residents that are impacted by this program.
3. Prepare bid documents (if required) for tree removal, stump removal, tree treatment, and new tree planting. Village staff will incorporate these specifications into complete bid documents. The Village will advertise and mail documents to prospective bidders from a bidders list provided by the consultant. Consultant to assist Village staff with selection of qualified contractors to perform the work.
4. Select diverse species of trees to be utilized in replanting efforts.
5. Mark trees that are identified for treatment or removal and locate sites where new trees will be planted.
6. Assist Village staff as requested with inspection of work by contractors.

II. Village Forester Related Duties (as directed by Village staff)

1. Respond to and resolve citizen requests on an as needed basis in accordance with Village Codes to include:
 - Site visit including resolution
 - Phone call/letter/email to resident with resolution
 - Create work orders for field crews as needed
 - Follow up to those issues requiring follow up
2. Perform city wide "scout" surveys as necessary to check for the presence of Dutch Elm disease (OED), Gypsy Moth (GM) and Emerald Ash Borer (EAB)

3. Coordinate contracts/operations to ensure that village services regarding Forestry are not disrupted, including:
 - Tree Planting/Pruning/Removal/Stump Removal operations with Highway Department and Parks & Recreation
4. Design and implement a tree planting program to include:
 - Identify locations for replacement trees where feasible for removed trees
 - Review Village property for tree planting opportunities
 - Work within a defined budget
5. Review and coordinate with the Superintendent of Highways to keep up to date, as feasible, the Village Street tree pruning cycle
6. In consultation with staff develop a yearly Forestry budget for Village approval
7. Review and comment on landscape plans for commercial and subdivision developments submitted to the Community Development Department for Plan Commission review.
8. Assist the Village in any forestry-related grant writing and grant administration.

III. Miscellaneous Provisions

1. Term. The term of this agreement shall be for the calendar year 2022. Either party can terminate this agreement at any time upon thirty (30) days written notice.
2. Payment Terms. The above work shall be at an hourly rate of \$145.00 for Project Manager and \$115.00 for a Staff Certified Arborist with a total estimated cost of \$15,000. The parties recognize and agree that charges to the Village shall not exceed \$15,000 for the term of this agreement without a written change order approved by the Village Board.
3. Nature of Relationship. It is the mutual intent of the parties that this agreement shall create an independent contractor agreement as such is defined under all applicable laws of the State of Wisconsin and shall specifically not be construed as an employer/employee relationship. Wachtel shall retain full right and authority to control the methodology in the implementation of their contractual obligations and shall exercise independent discretion in all matters of their professional expertise. Wachtel shall report to the Highway Superintendent and Parks and Recreation Director or their designee, periodically as reasonably necessary to apprise the Village of the progress of the projects, and as to any matters of concern.
4. Public Records Responsibilities. Village and Wachtel recognize that applying applicable Wisconsin public records laws to records requests can be difficult, considering copyright and other confidentiality protections. To ensure that applicable laws are followed, both regarding private rights, and regarding public records laws, Village and Wachtel agree as follows. When Village receives public records requests for matters that Village believes might be proprietary or confidential information, Village will notify Wachtel of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Wachtel shall either provide Village with the record that is requested, for release to the requester; or Wachtel shall advise Village that Wachtel objects to the release of the requested information, and the basis for the objection. If for

any reason Village concludes that Village is obligated to provide a record to a requestor that is in Wachtel's possession, Wachtel shall provide such records to Village immediately upon Village's request. Wachtel shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Wachtel shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Village, its officers, agents, employees and independent contractors growing out of (i) Village's denial of a records request, based upon objections made by Wachtel, or (ii) Wachtel's failure to provide records to Village upon Village's request; or (iii) Village's charges made to a records requestor, based upon reimbursement of costs Wachtel charged to Village in responding to a records request; or (iv) Village's lack of timely response to a records request, following Wachtel's failure to timely respond to Village as required herein; or (v) Village's provision of records to a requestor that were provided to Village by Wachtel in response to a records request. Wachtel's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that Village may provide all requested documents, programs, data, and other records to the requestor, upon failure by Wachtel to defend, indemnify or hold harmless the Village as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

5. Our work will be on a time and materials basis at a cost not to exceed \$15,000.00, with an estimate of 103 hours. Our hourly rate is \$145 for the Project Manager and \$115 for a Staff Certified Arborist. We anticipate being able to begin work soon after receiving approval from the Village to proceed.

Dated this __ day of _____, 20__.

VILLAGE OF GERMANTOWN

Village President

ATTEST:

Village Clerk

Dated this __ day of _____ ♦ 20__.

Wachtel Tree Science & Service, Inc.

By: Nathan Schuettpeitz, Consulting Dept. Manager

Plan Design Proposals & Savings

Current Plan (Single/Family) - Gold	Proposed Changes (Single/Family)
Deductible: \$1,000 / \$3,000 In-Network Deductible: \$1,000 / \$3,000 OON Coinsurance: 90% In-Network / 70% OON MOOP: \$1,750 / \$5,250 In-Network MOOP: \$3,500 / \$10,500 OON	Deductible: \$1,000 / \$2,000 In-Network Deductible: \$1,250 / \$2,500 OON Coinsurance: 90% In-Network / 70% OON MOOP: \$5,000 / \$10,000 In-Network MOOP: \$10,000 / \$20,000 Out-of-Network
Mitigation exposure - \$45,000	
Current Plan (Single/Family) - Silver	Proposed Changes (Single/Family)
Deductible: \$2,500 / \$5,000 In-Network Deductible: \$2,500 / \$5,000 OON Coinsurance: 90% In-Network / 70% OON MOOP: \$3,000 / \$5,000 In-Network MOOP: \$6,000 / \$11,750 OON	Deductible: \$2,500 / \$5,000 In-Network Deductible: \$3,000 / \$5,500 OON Coinsurance: 90% In-Network / 70% OON MOOP: \$6,350 / \$12,700 In-Network MOOP: \$12,700 / \$25,400 OON
Mitigation exposure - \$50,000	

PARTIAL SELF-FUNDED PROPOSAL PRESENTATION



PROPOSED EFFECTIVE DATE: 01/01/2022

Quoted Census: **E: 31** **F: 72**
 Plan Design: **To Closely Adopt Current**

	AUXILIANT QBE Current Rates* Net Commissions 24/12 Medical & Rx		AUXILIANT QBE Renewal Net Commission 24/12 Medical & Rx		UMR Sun Life Option** Net Commission 24/12 Medical & Rx
<u>Fixed Costs</u>					
A. Specific Deductible	\$50,000.00		\$50,000.00		\$50,000.00
Aggregating Specific	\$45,000.00		\$45,000.00		\$45,000.00
Single	\$206.73		\$223.53		\$253.69
Family	\$640.14		\$713.94		\$608.90
Annual:	\$629,984.52	11.1%	\$699,997.32	-1.5%	\$620,462.28
Transplant Fee					
Single	\$9.69		\$9.69		\$9.69
Family	\$24.03		\$24.03		\$24.03
Annual	\$24,366.60		\$24,366.60		\$24,366.60
B. Aggregate Premium	Medical & RX 24/12		Medical & RX 24/12		Medical & RX 24/12
Composite	\$13.68		\$15.14		\$10.71
Annual:	\$16,908.48	10.7%	\$18,713.04	-21.7%	\$13,237.56
C. Administration Costs					
Annual Admin Fee	\$750		\$750		\$0
Medical	\$20.00		\$20.75		\$41.47
Pharmacy Rebate	N/A		N/A		-\$29.50
Utilization Management	\$2.90		\$2.90		\$0.00
Teladoc	\$2.80		\$2.80		\$0.00
PPO	\$5.50		\$5.50		\$0.00
COBRA/HIPAA	\$1.60		\$1.60		\$1.05
Agent Fee	\$21.50		\$21.50		\$21.50
Stop Loss Fee	\$18.00		\$18.00		
Annual:	\$89,362.80	1.0%	\$90,289.80	-67%	\$29,825.28
TOTAL FIXED COSTS	<u>\$760,622.40</u>	9.6%	<u>\$833,366.76</u>	-9.6%	<u>\$687,891.72</u>
E. Aggregate Factors					
Single	\$672.08		\$760.86		\$722.44
Family	\$2,031.37		\$2,331.06		\$2,022.83
Attachment Point - Annual	\$2,005,117.44	14.6%	\$2,297,075.76	0.6%	\$2,016,472.80
F. Estimated Maximum Cost - Annual	<u>\$2,765,739.84</u>	13.2%	<u>\$3,130,442.52</u>	-2.2%	<u>\$2,704,364.52</u>
Estimated Maximum Cost - Monthly	<u>\$230,478.32</u>		<u>\$260,870.21</u>		<u>\$225,363.71</u>
G. Run-In Limit	n/a		n/a		n/a

Sun Life Assurance Company of Canada

Application for Stop-Loss Insurance



1 Plan sponsor information

Full legal name of plan sponsor	Policy number (office use only)	
Address	Policy effective date (mm/dd/yyyy)	
City	State	Zip code

2 Subsidiaries, affiliates, divisions, and locations

Please list all subsidiaries, affiliates, divisions, and locations to be covered under the Stop-Loss policy.

1.
2.
3.
4.
5.
6.
7.
8.

3 Requested coverage

Please select the coverage(s) being applied for.

☐ Specific Benefit

Specific Benefit Deductible \$	☐ Individual ☐ Family
Aggregating Specific Deductible (if applicable) \$	
Specific Benefit annual maximum eligible expenses per Covered Person \$	OR ☐ No maximum
Specific Benefit lifetime maximum eligible expenses per Covered Person \$	OR ☐ No maximum

☐ Aggregate Benefit

Aggregate Benefit maximum \$	Aggregate Benefit maximum eligible expenses per Covered Person* \$
---------------------------------	---

* Individual or family option applies to all selected coverages

4 Proposed benefits: rates, covered lives, and aggregate deductible factors

Specific Benefit enrollment:

	Rate	Lives
Total:		

Specific Covered Benefits:

☐ Medical **including** prescription drug

☐ Medical **excluding** prescription drug

Rx Carve Out Claim Servicing:

☐ Elect

☐ Decline

Rx Carve Out Claim Servicing with FTP:

☐ Elect

☐ Decline

Aggregate Benefit enrollment:

	Medical	Prescription drug	Dental	STD	Vision	Other
Total						

Aggregate Deductible Factors (ADFs):

	Medical	Prescription drug	Dental	STD	Vision	Other

☐ Monthly Aggregate Accommodation (MAA)

Aggregate Benefit Premium Rates:

☐ Monthly rate: \$

☐ Annual rate: \$

☐ Other: _____ rate: \$

5 Claims basis

Contract basis		Specific Benefit	Aggregate Benefit
12/12	Incurred and paid	☐	☐
15/12	3 month run-in	☐	☐
18/12	6 month run-in	☐	☐
24/12	12 month run-in	☐	☐
12/15	3 month run-out	☐	☐
12/18	6 month run-out	☐	☐
12/24	12 month run-out	☐	☐
Incurred		☐	N/A
Paid		N/A	☐
Other:		☐	☐
Terminal Liability Option:		☐	☐
		☐ 3 months ☐ Other:	

6 For employers that are providers of medical services (e.g. hospitals, clinics, etc.)

The Related Provider Reimbursement Percentage applied to Eligible Claims Expenses for Related Provider Services will be _____ % for the Specific Benefit and _____ % for the Aggregate Benefit

7 Retiree information

1. Specific Benefit: Is retiree coverage included? ☐ Yes ☐ No
2. Aggregate Benefit: Is retiree coverage included? ☐ Yes ☐ No

8 Additional benefits (Must be approved by underwriting)

The following benefits are available to enhance your Stop-Loss coverage.

Clinical Trials Benefit Provision
☐ Elect ☐ Decline

No New Special Conditions Rider at Renewal
☐ Elect ☐ Decline

9 Fraud warnings

Please read the fraud warning below before signing this form. Where noted, state law requires that we notify you of the following:

General fraud warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

AR, LA, MA, NM, RI, and WV: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DC: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FL: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KS: Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud as determined by a court of law.

KY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MD: Any person who knowingly OR willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly OR willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ME: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

9 Fraud warnings, continued

OK: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OR: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law

PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TN: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VA: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

10 Certification and signature

Please return this form and all additional required documentation to Sun Life Assurance Company of Canada.

This application does not bind coverage. The applicant agrees to provide Sun Life Assurance Company of Canada with a current census of all plan participants, a disclosure of all special risks on the Special Risk Questionnaire and a complete Plan document prior to the effective date specified in section 1. Upon approval of this application, Sun Life Assurance Company of Canada will issue a Stop-Loss insurance policy with insurance coverage to become effective on the effective date. This application will be attached to and made a part of the Stop-Loss policy.

The policy will be void if the applicant has concealed or misrepresented any material fact or circumstance concerning the subject of this application.

I have read or had read to me the fraud warning for my state.

Name of authorized representative of plan sponsor		Title	
Signature of authorized representative X		Today's date	
Signature of agent/broker X			
Print name of agent/broker			
Florida agent/broker license ID number		Amount paid with this application	
Countersigned by licensed resident agent (when required by law) X		\$	

Contact us



By mail

Sun Life Assurance Company of Canada
P.O. Box 9106
Wellesley Hills, MA 02481



By fax

781-304-5383



www.sunlife.com/us



Customer Service **800-247-6875** M–F 8:00 a.m. – 8:00 p.m., ET

COUNTY-WIDE LIBRARY SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2022, for the period below stated by and among Washington County, hereinafter referred to as "County" and the respective municipal libraries, hereinafter referred to as "Library" and municipalities as follows:

West Bend Community Memorial Library 630 Poplar Street West Bend, WI 53095	and	The City of West Bend 1115 South Main Street West Bend, WI 53095
Jack Russell Memorial (Hartford) Library 100 Park Avenue Hartford, WI 53027	and	The City of Hartford 109 North Main Street Hartford, WI 53027
Slinger Community Library 220 Slinger Road Slinger, WI 53086	and	The Village of Slinger 300 Slinger Road Slinger, WI 53086
Germantown Community Library N112 W16957 Mequon Road P.O. Box 670 Germantown, WI 53022-0670	and	The Village of Germantown N112 W 17001 Mequon Road P.O. Box 337 Germantown, WI 53022
Kewaskum Public Library 206 First Street P.O. Box 38 Kewaskum, WI 53040	and	The Village of Kewaskum 204 First Street P.O. Box 38 Kewaskum, WI 53040

Each of the above municipal libraries and municipalities shall hereinafter be referred to as the LIBRARIES collectively or as the WEST BEND LIBRARY, HARTFORD LIBRARY, SLINGER LIBRARY, GERMANTOWN LIBRARY OR KEWASKUM LIBRARY as the context requires. The purpose of this agreement is to implement county-wide library services as hereinafter set forth.

WHEREAS, Wisconsin Statutes Section 43.57(3) enables Washington County to establish and maintain a County Library Service to serve the residents of the County who do not live in municipalities which have established libraries under Section 43.52, Wis. Stats., and further permits the County to contract with existing library organizations for services; and

WHEREAS, Wisconsin Statutes Section 43.52 permits municipalities to, among other things, establish, equip, and maintain public libraries; and further, municipalities are authorized to contract with the County to provide county library service to serve the residents of the County who do not live in municipalities who have established libraries under Section 43.52 or 43.53, Wis. Stats.;

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the County and the Libraries agree as follows:

1. The Libraries agree to provide services to all residents of the County the same as local residents receive services without any distinction.

2. Each Library must be able to establish that County funds have been used to extend Library services solely to eligible non-residents of the Library's municipality. Except as further provided in this paragraph, in no event shall County funds be used to offset local, municipal tax support of each Library.

3. The Libraries hereto agree that the information contained in Exhibit "A," attached hereto and incorporated herein by reference, regarding circulation, and shared services shall be the budgetary information and funding levels governing the Libraries for the 2022 contract period. Future contract terms will be governed by the approved funding levels determined by the Washington County Board of Supervisors at its November Board meeting. Said information will be supplied by distribution of an updated Exhibit "A" immediately after approval. All other provisions of this contract will remain in full force and effect and shall continue as described in Paragraph 18 below. Distribution of Exhibit "A" in subsequent contract years shall constitute notice under which the subsequent contract period will continue to be funded. After the 2022 contract term, the parties hereto will not be required to execute annual contracts, unless provisions other than the funding levels in Exhibit "A" require revision.

Each library's cost of service will be any amount that is equal to 100% of the amount computed by multiplying the number of loans reported in the Public Library State Annual Report section XI.2b by the amount that results by dividing the total operational expenditures of the library during the calendar year for which the number of loans are reported, not including capital expenditures or expenditure of federal funds by the total number of loans of material made by the public library during the calendar year for which the loans are reported (Public Library State Annual Report section VI.6).

4. That the compensation to be provided for circulation in the contract year shall be as set forth in Exhibit "A" attached hereto and incorporated herein by reference. Distribution shall be two equal payments to be made in February and July of each respective year.

5. The County shall fund adjacent county reimbursement as defined in Wisconsin State Statute 43.12.

6. In addition to the compensation provided in paragraph 3, the West Bend Community Memorial Library shall receive, prior to March 1, a single payment as set forth in Exhibit "A" attached hereto and incorporated herein by reference. Funding for the West Bend Community Memorial Library shall be an offset for coordinating and purchasing online database access for all of the County's Libraries and residents.

7. In addition to the compensation provided in paragraphs 3 and 4, the County will assist in funding 50% of the personnel costs of a full-time Outreach Librarian and 40% of operational costs of the Outreach Vehicle as set forth in Exhibit "A" attached hereto and

incorporated herein by reference. The West Bend Community Library herein agrees to coordinate and provide outreach services not to exceed the amount in Exhibit "A."

8. The payments for offset of capital costs incurred shall be paid prior to July 1 of the contract year, and shall be fully set forth in Exhibit "A" attached hereto and incorporated herein by reference. The capital cost offset provided shall not be used to reduce current or future municipal tax support, however, these funds may be retained in a non-lapsing account to offset future capital needs. Capital needs include buildings, fixtures and equipment with a useful life of five or more years. Notwithstanding the useful life provision, computer hardware and software may be funded by any remaining capital cost offset funds. All expenditures from capital cost offset funds shall require a 50% municipal match.

9. In addition to the compensation provided in paragraphs 3, 4, 5 and 6, the County shall assist county-wide automation efforts by funding communication lines, maintenance on central site software and hardware, cataloging software, a magazine database, access to ebooks, and a reader's advisory database, up to the amounts as set forth in Exhibit "A" attached hereto and incorporated herein by reference. It is acknowledged by the parties that these costs and the County's contribution under this paragraph may need to be renegotiated on an annual basis in light of future developments, and further, the parties agree that any grant funds received by the Libraries to offset these expenses shall reduce the County contribution under this paragraph, unless otherwise agreed.

10. Payments under the above provisions, unless otherwise specified, shall be made semi-annually based upon actual expenses incurred, but not to exceed the amounts in Exhibit "A."

11. Each Library will provide circulation statistics and records of the number of cards issued by providing the prior years validated annual report.

12. All claims for payment under this agreement shall include certification that the claim is accurate, that the Library is in compliance with Wisconsin Statutes Chapter 43, and that the individual signing and submitting the claim is so authorized by the Library on behalf of which the claim is submitted.

13. Each Library shall provide the County and the public with ready access to the records required under this agreement and shall provide summary and statistical reports based upon such records at the request of the County Board or the County Library Services Board, subject to Wisconsin Statutes Section 43.30.

14. Prior to February 1 of each contract year, each Library shall furnish a copy of its complete budget including all anticipated revenues and expenditures to the County Library Board by providing the prior years validated annual report.

15. The County shall have the right to request an audit from the Libraries limited in scope to the provision of services and payment for services under this agreement. The cost of any audit shall be the responsibility of the County and shall be performed by an independent auditor or the County's auditor at the County's option. The County agrees to provide to the Libraries a copy of the audit within sixty days following its acceptance by the County. No further audits shall be permitted by the County for the audited year. The County shall not be authorized to directly withhold any funds based upon an audit until it has given each affected Library an opportunity to

explain or otherwise cure the audit exception. Failure of the Libraries or of the affected Library to cure the audit exception after having been given the opportunity to cure the exception shall be considered a material breach of this agreement. In addition to the audit provided under this paragraph, the County shall be provided an annual report, at its request, detailing the allocation of all payments made under this agreement.

16. County shall not provide insurance coverage of any kind for any Library, Library contents, or Library employees. Each Library shall provide the following insurance coverage:

- a) General Liability (\$1,000,000 per occurrence)
- b) Property Insurance to appropriately cover building(s) and contents.
- c) Worker's Compensation (\$100,000 Bodily Injury Limits for Each Person, \$100,000 Disease Each Employee, \$500,000 Policy Limit.

In addition, the Outreach vehicle shall have automobile liability (minimum \$250,000 Bodily Injury per Person, \$500,000 Combined Single Limit).

Certificates of Insurance acceptable to the County shall be submitted to the County Clerk prior to commencement of the agreement, and annually thereafter. The Certificate shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the County.

17. No eligible County resident or local resident shall be denied Library services under this agreement on the basis of age, race, religion, color, sexual orientation, handicap, sex, national origin, physical condition or developmental disability, except as permitted in Wisconsin Statutes Section 43.52(2). Libraries are advised that the Americans with Disabilities Act of 1990 (ADA) may apply both to the provision of services under this agreement and employment practices of the Libraries. Compliance with ADA standards may not be adequate to meet the broader civil rights requirements of Wisconsin Law as referenced in this agreement.

18. This agreement shall be for a term of one (1) year from January 1 through December 31 of the contract year. This agreement shall automatically renew on an annual basis for subsequent one (1) year periods, except as provided in Paragraph 19 herein and except as to the annual modification of funding as described on Exhibit " A."

19. The individual terms of this agreement may be modified by the mutual consent of all the parties at any time during the agreement to the extent authorized by law or in order to comply with statutes, and consistent with or subject to available funding. Failure to reach an agreement on funding shall make this contract null and void.

20. It is understood and agreed that the entire contract between the parties is contained herein. This agreement supersedes all previous commitments, promises, representations either oral or written, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals as of the date and year first above written.

WASHINGTON COUNTY BY:

Donald A. Kriefall
County Board Chairperson
Date: _____

Ashley A. Reichert, County Clerk
Date: _____

COUNTY LIBRARY SERVICES BOARD BY:

Chairperson
Date: _____

IN WITNESS WHEREOF, the parties hereto affix their hands and seals as of the date and year first above written.

CITY OF WEST BEND BY:

Mayor

Date: _____

Clerk

Date: _____

Library Board President

Date: _____

IN WITNESS WHEREOF, the parties hereto affix their hands and seals as of the date and year first above written.

CITY OF HARTFORD BY:

Mayor

Date: _____

Clerk

Date: _____

Library Board President

Date: _____

IN WITNESS WHEREOF, the parties hereto affix their hands and seals as of the date and year first above written.

VILLAGE OF SLINGER BY:

President

Date: _____

Clerk

Date: _____

Library Board President

Date: _____

IN WITNESS WHEREOF, the parties hereto affix their hands and seals as of the date and year first above written.

VILLAGE OF GERMANTOWN BY:

President

Date: _____

Clerk

Date: _____

Library Board President

Date: _____

IN WITNESS WHEREOF, the parties hereto affix their hands and seals as of the date and year first above written.

VILLAGE OF KEWASKUM BY:

President

Date: _____

Clerk

Date: _____

Library Board President

Date: _____

**LIBRARY CONTRACT – EXHIBIT “A”
(2022)**

Circulation (483001)	\$1,243,578
Germantown \$264,684	
Hartford \$224,543	
Kewaskum \$ 67,872	
Slinger \$146,550	
West Bend \$539,929	
West Bend Library –	\$ 151,297
Purchase and Coordinate Online Database Access for All County Libraries and Residents	
Other Administrative Expenses	\$ 0
Outreach Librarian and Services (491064)	\$ 51,063
Automation (491065)	\$ 47,123
Inter-County Payments (4911110)	\$ 149,556
Total to Levy	\$1,642,617
0% levy increase	