MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE & TIME:	**Monday, December 4, 2023 at 7:00 PM**
LOCATION:	**Germantown Village Hall Board Room N112 W17001 Mequon Road**

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting **#:2551 455 8667** Password: **ywM4qU5krp2** which can be accessed by phone at **408-418-9388** or by clicking the link below:
https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m49bcd70fc98c6f1696315d2744b3586a

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

VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

VII. **CONSENT AGENDA:**

A. Minutes from the Regular November 6, 2023 Meeting

B. Minutes from the Regular November 20, 2023 Meeting

C. Minutes from the Special November 27, 2023 Meeting

D. Resolution to Withdraw from State of Wisconsin's Service Award Program for Volunteer Firefighters

E. Annual Contract Renewal with Municipal Property Insurance Company

F. Resolution: 2024 Non-Union Merit Pool

G. EMS Billing Agreement

H. Purchase of F150 by Germantown Police Department

VIII. **APPOINTMENTS**

A. Boards/Commissions/Committees

1. General Government and Finance — Bill Neureuther, Village Trustee (Term: 12/4/23 to 4/15/24)

2. Public Works and Highways - Robert Warren, Village Trustee (Term: 12/4/23 to 4/15/24) (Replacing Bill Neureuther)
3. Senior Advisory Committee Chair — Robert Warren, Village Trustee (Term: 12/4/23 to 4/15/24)
4. Utility Advisory Committee Chair — Robert Warren, Village Trustee (Term: 12/4/23 to 4/15/24)

IX. <u>UNFINISHED BUSINESS</u>

X. <u>PUBLIC HEARINGS:</u>

XI. <u>NEW BUSINESS:</u>

A. Village of Germantown Community Development Department - Proposed Municipal Code Text Amendments to Section 9 (Public Peace & Good Order) and Section 17 (Zoning) pertaining to raising chickens in residential districts and accessory buildings on historic designated property in residential zoning districts.

B. Timeline and Process for Public Safety Referendum Communication

C. Presentation from Baker Tilly Representative to review/present the Final 2022 ACFR Report to the Village Board.

D. Renewal Applications of Secondhand Jewelry Dealer and Secondhand Article Dealer Licenses for 2024

   1. National Rarities LLC - *Secondhand Article Dealer*
   2. Kesslers Diamond Center, Inc - *Secondhand Article Dealer and Secondhand Jewelry Dealer*

E. Renewal Applications of Animal Fancier's Establishment Permits for 2024

   1. Applicant Becky L Rao, W204N13781 Goldendale Rd, Richfield WI 53076
   2. Applicant Mary G Best, W181N12556 Fond Du Lac Ave, Germantown WI 53022
   3. Applicant Maureen Shaughnessy, DVM, W168N11318 Western Ave, Germantown WI 53022
   4. Applicant Clint & Lisa Murray, N103W15022 Windsong Cir E, Germantown WI 53022

F. Strategy Concerning Acquisition of Properties in the Village's Village Center District (approximately Mequon Road and Pilgrim Road). The Village Board May Enter into Closed Session per Wis Statute 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

XII. <u>ADJOURNMENT:</u>

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

MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE AND TIME:	**Monday, November 6, 2023 7:00 PM**
LOCATION:	**Germantown Village Hall Board Room N112 W17001 Mequon Road**

MINUTES

I. CALL TO ORDER: *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*

The Village Board meeting was called to order by Attorney Sajdak at 7:00 PM.

Motion: Appoint Trustee Baum as Chairperson for the November 6, 2023 Village Board Meeting
Motioned By: Terri Kaminski
Seconded By: Phil Hudson

Yes: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper
No: None
Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

II. ROLL CALL:

Present: Trustee David Baum, Trustee Terri Kaminski, Trustee Phil Hudson, Trustee Bill Neureuther, Trustee Rick Miller, Trustee Jan Miller, Trustee Jolene Pieper(via WebEx)
Also Present: Village Attorney Brian Sajdak, Village Clerk Donna Cox, Public Works Superintendent Scott Anderson, Community Development Director Jeff Retzlaff, and Village Engineer Kevin Driscoll.
Absent:
Excused: President Dean Wolter

III. PLEDGE OF ALLEGIANCE:

IV. PRESIDENT'S REPORT:

No report.

V. ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST COMMITTEE AND DEPARTMENT REPORTS:

Village Trustees provided dates of upcoming Village meetings and events.

VI. CITIZEN INPUT: *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

The following individuals spoke:

Christine H, N102W16886 Bittersweet Trl, regarding the 2024 Budget.
John Krause, N115W16549 Abbey Court, regarding an invitation to Germantown Kiwanis Club on November 15, 2023 at 5:30 PM.
Norine Janzen, N101W17383 Tanglewood Dr, and John Pie, N101W17618 Misty Morning Way, regarding New Business Item D.
Melanie Smythe, N140W17938 Cedar Ln, regarding New Business Items E and G.

VII. CONSENT AGENDA:

Motion: Approve Consent Agenda Items A through E
Motioned By: Terri Kaminski
Seconded By: Rick Miller

Yes: Phil Hudson, Bill Neureuther, David Baum, Terri Kaminski, Rick Miller, Jan Miller, Jolene Pieper
No: None
Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

A. Approval of Minutes 09/18/2023

B. Resolution Approving the 2024 Germantown Municipal Employees Union Local 730 Contract

C. Stormwater Pond Inspections for MS4 Permit

D. Purchase of Ford Police Interceptor

E. Contract for Axon Body Worn Cameras and Fleet Cameras

VIII. UNFINISHED BUSINESS

There was no Unfinished Business to discuss or take action on.

IX. PUBLIC HEARINGS:

There were no Public Hearings for tonight's meeting.

X. NEW BUSINESS:

A. John & Amanda Thompson, Property Owners of W172 N10981 Division Road. Conditional Use Permit application to allow "raising chickens for family consumption" on the property pursuant to Sections 9.11 and 17.15(2)(b) of the Village Zoning Code.

Community Development Director Retzlaff presented the Conditional Use Permit details and advised the Plan Commission recommended approval subject to (3) conditions reflected within the draft CUP ordinance.

Motion: Approve the Conditional Use Permit as presented
Motioned By: Terri Kaminski
Seconded By: Rick Miller

Yes: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper
No: None
Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

B. James Weber, Agent for The Elite Soccer Academy LLC and Techplex LLC, Property Owner of N115 W19150 Edison Drive. Conditional Use Permit application for an "Indoor Health or Recreation Establishment" pursuant to Section 17.33(3)(h) and Section 17.29(1)(kk) of the Village Zoning Code.

Community Development Director Retzlaff presented the Conditional Use Permit details and advised the Plan Commission recommended approval subject to (6) conditions reflected within the draft CUP ordinance.

Motion: Approve the Conditional Use Permit as presented
Motioned By: Terri Kaminski
Seconded By: Jan Miller

Yes: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper
No: None
Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

C. Hans Dawson, Agent for Moraine Development LLC, Property Owner - W218 N11546 Appleton Avenue. "Moraine Residential Conservancy District" Planned Development District (PDD) Conditions & Restrictions Resolution.

Community Development Director Retzlaff highlighted the PDD Resolution. It was mentioned previously that the developer, Hans Dawson, has offered an $80,470 payment in lieu of constructing a trail/sidewalk along Appleton Avenue for use by the Village for future Park facilities. Retzlaff further advised the Plan Commission recommended approval of the creation of an Rs-2/PDD for the 126-acre Moraine Development LLC property and rezoning the six parcels into the newly created Rs-2/PDD as proposed subject to a series of recommended conditions and restrictions to be adopted by Resolution that are reflected within the draft PDD Resolution.

Motion: Approve Moraine Residential Conservancy District PDD Resolution as presented
Motioned By: Jolene Pieper
Seconded By: Phil Hudson

Yes: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper
No: None
Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

D. Street Tree Trimming Project

Public Works Superintendent Scott Anderson noted three locations in need of tree trimming and their focus on accomplishing roadway clearance and maintaining the overall health and structure of Village trees.

Motion: Approve Staff Recommendation of contracting with Crawford Tree & Landscape Services to trim all street trees as outlined in the bid documents for an amount not to exceed $33,314.65.
Motioned By: Rick Miller
Seconded By: Terri Kaminski

Yes: David Baum, Terri Kaminski, Phil Hudson, Jan Miller
No: Bill Neureuther, Rick Miller, Jolene Pieper
Abstain: None

Motion Passed By Roll Call Vote (Yes 4, No 3, Abstained 0)

E. Public Safety Staffing Referendum Question

Village Administrator Kreklow presented a draft of the Public Safety Referendum Question that was discussed at the Committee of the Whole Meeting.

Motion: Table New Business Item E until the November 20, 2023 Village Board Meeting
Motioned By: Terri Kaminski
Seconded By: Rick Miller

Yes: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper
No: None
Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

F. Vacancy in Office of District 3 Trustee

Village Attorney Brian Sajdak presented the options to the Board as to how to proceed with the vacancy.

Motion: To proceed with the appointment process per guidance by the Village Attorney
Motioned By: Terri Kaminski
Seconded By: Jolene Pieper

Yes: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller
No: Jan Miller, Jolene Pieper
Abstain: None

Motion Passed (Yes 5, No 2, Abstained 0)

H. Administrator 2023 Performance Goals Update. The Village Board may enter into closed session per Wis Statute 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

Motion: Table Item H until November 20, 2023 Village Board Meeting
Motioned By: Jolene Pieper
Seconded By: Rick Miller

Yes: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper
No: None
Abstain: None

Motion Passed By Roll Call Vote (Yes 7, No 0, Abstained 0)

G. Acquisition of Grosenik Property - N116 W15843 Main Street and W157 N11593 Fon du Lac Avenue. The Village Board May Enter into Closed Session per Wis Statute 19.85(1)(e) for the purpose of deliberating or negotiating when competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

Motion: To Enter into Closed Session at 8:55 PM
Motioned By: Jolene Pieper
Seconded By: Rick Miller

Yes: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper
No: None
Abstain: None

Motion Passed By Roll Call Vote (Yes 7, No 0, Abstained 0)

The Board Members discussed the acquisition of Grosenik Property, and a Phase II Environmental Study.

Motion: Reconvene into Open Session at 9:22 PM
Motioned By: Terri Kaminski
Seconded By: Rick Miller

Yes: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper
No: None
Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

Motion: To proceed as discussed in Closed Session and spend $12,900 on Phase II Environmental Study
Motioned By: Phil Hudson
Seconded By: Jan Miller

Yes: David Baum, Terri Kaminski, Phil Hudson, Bill Neureuther, Rick Miller, Jan Miller, Jolene Pieper
No: None
Abstain: None

Motion Passed (Yes 7, No 0, Abstained 0)

XI. ADJOURNMENT:

The meeting was adjourned at 9:23 PM.

MEETING:	**SPECIAL MEETING OF THE VILLAGE BOARD**
DATE AND TIME:	**Monday, November 27, 2023 7:00 PM**
LOCATION:	**Germantown Village Hall Board Room N112 W17001 Mequon Road**

MINUTES

I. CALL TO ORDER: *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*

The Special Village Board Meeting was called to order by President Wolter at 7:00 p.m.

II. ROLL CALL:

Present: Trustee David Baum, Trustee Terri Kaminski, Trustee Phil Hudson, Trustee Bill Neureuther, Trustee Rick Miller, Trustee Jan Miller, President Dean Wolter
Also Present: Village Administrator Steve Kreklow, Attorney Brian Sajdak, Deputy Clerk Kasie Miller.
Absent:
Excused: Trustee Jolene Pieper

III. CITIZEN INPUT: *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*

President Wolter advised resident Melanie Smythe sent an email comment regarding New Business Items A and B.

No other comments.

IV. NEW BUSINESS:

A. Interview of Candidates for Trustee Vacancy - District 3

Village President Wolter presented the interview guidelines to the two candidates. By the flip of a coin, it was determined that candidate Warren would answer questions first and candidate Surdel second.

Each candidate provided their background information to the Board and answered personable questions, along with the questions below(in no particular order):

1. Tell us about yourself and why you are interested in serving as District 3 Trustee and what makes you uniquely qualified for this appointment?
2. What, in your opinion, is the biggest challenge facing District 3?
3. What is your opinion on the growth of the Village, especially Freidstadt Road area?
4. What, in your opinion, is the biggest challenge facing the Village of Germantown as a whole?
5. If the majority of your neighborhood was opposed to something, but you were in favor, what would you do?
6. What is your opinion of the Library and Park & Recreation Department and your opinion on the possible restoration of their budget cuts?
7. One of the main duties of a Trustee is to help establish the Village's annual budget. What would be your 3 main priorities for the next Village budget?
8. What does the Village of Germantown do well? Conversely, where can the Village improve?

Each candidate provided a closing statement.

The Board then requested the candidates to step out so that they could have a discussion in private.

B. Appointment of Trustee - District 3

Before the vote, Attorney Sajdak advised the Board that per statute, the majority of the Board(five votes) would be required for the new appointment to be carried.

Voting results (by show of hand):

Candidate Matthew Surdel (2): Trustees Phil Hudson and Jan Miller
Candidate Robert Warren (5): Trustees Bill Neureuther, David Baum, Rick Miller, Terri Kaminski, and President Dean Wolter
Excused: Trustee Jolene Pieper

Candidate Robert Warren was appointed as Trustee for District 3.

V. ADJOURNMENT:

The meeting was adjourned at 8:12 p.m.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 4, 2023

PLACEMENT: Resolution

ITEM TITLE: Resolution to Withdraw from State of Wisconsin's Service Award Program for Volunteer Firefighters

SUBMITTED BY:

SUMMARY EXPLANATION:

The Length of Service Award Program (LOSA) was established in the State of Wisconsin to attract and retain quality volunteer emergency service personnel by providing a retirement savings account that receives contributions from the State of Wisconsin as well as the local municipality. Erin Hirn along with Chief John Delain have been working with Attorneys from Von Briesen and Roper for the last year to determine the legality of remaining on the program, as the Village does not currently maintain volunteers for it's fire station. The Village has been participating since 2002, and since then, it has transitioned to more full-time staff as well as paid on-call staff who are treated as employees instead of volunteers.

In 2022, the Horton Group provided a Q & A pamphlet which is included in this packet, that specified aspects of the program which led to a deeper dive into the qualifications of the Village of Germantown. After discussion with our legal council, it was determined that the village does not qualify for the program and therefore must withdraw. The attorneys spoke with the IRS to make sure it complies with tax regulations. Once the money is transferred from VFIS/Glatfelter Specialty Benefits, who is holding the funds, it will be placed in a special fund account and automatically have the current enrolled participates 100% vested and will distribute accordingly. If approved, I will be mailing a notification of this transition to those who remain on the program.

ATTACHMENT:

1. Resolution to Unenroll from SAP
2. SAP- Questions + Answers (2022)

RECOMMENDATION:

Approve the attached resolution and place it on the agenda of the next village board meeting on November 6, 2023.

ACTION BY Committee:

Approved at the General Government and Finance Committee Meeting 11/20/2023.

VILLAGE OF GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. __-2023

VILLAGE OF GERMANTOWN'S WITHDRAWAL FROM STATE OF WISCONSIN'S SERVICE AWARD PROGRAM FOR VOLUNTEER FIREFIGHTERS

WHEREAS, the Village of Germantown has been enrolled in the State of Wisconsin's Service Award Program ("SAP"), formerly known as the Length of Service Award ("LOSA") Program, since December 16, 2002 following the passage of Resolution No. R45-02; and

WHEREAS, Glatfelter Specialty Benefits, VFIS is the program administrator, as that term is defined under Wisconsin Administrative Code Adm. § 95.03(13), for the SAP; and

WHEREAS, the Village has concluded it is not eligible to participate in the State of Wisconsin SAP; and

WHEREAS, due to this conclusion, the Village has decided to terminate its participation in the State of Wisconsin SAP, pursuant to Wisconsin Administrative Code Adm. § 95.15, at which time the accounts of all Village participants will be treated as set forth in Wisconsin Administrative Code Adm. § 95.06(1)(e) and as otherwise set forth in the terms and conditions between the Village and Glatfelter Specialty Benefits, VFIS.

NOW THEREFORE BE IT RESOLVED that, pursuant to Wisconsin Administrative Code Adm. § 95.15, the Village Board of the Village of Germantown does hereby terminate its participation in the State of Wisconsin SAP, effective immediately.

BE IT FURTHER RESOLVED, that the accounts of all Village of Germantown participants in the State of Wisconsin SAP are hereby fully vested as of the date of the Village of Germantown's termination of its participation in the State of Wisconsin SAP.

BE IT FURTHER RESOLVED, that the Village of Germantown shall direct Glatfelter Specialty Benefits, VFIS as to the timing and tax reporting of the distributions of the accounts of all Village of Germantown participants in the State of Wisconsin SAP.

BE IT FURTHER RESOLVED, that the Village Board of the Village of Germantown directs the Village Clerk/Treasurer to promptly provide the Wisconsin Department of Administration and Glatfelter Specialty Benefits, VFIS with a fully executed copy of this Resolution for purposes of effectuating such termination.

Adopted: ________________

Vote: Ayes: ____ Nays: _____

____
Dean M. Wolter, Village President

ATTEST:

____
Donna Cox, Village Clerk

39395862_2.DOCX

SERVICE AWARD PROGRAM

Questions & Answers

Presented By:

The Horton Group

SERVICE AWARD PROGRAM
QUESTIONS & ANSWERS

GENERAL INFORMATION

A1. WHY WAS THE SERVICE AWARD PROGRAM (SAP) DEVELOPED?

Attracting and retaining quality volunteer emergency service personnel is a critical problem nationally as well as in Wisconsin.

Recognizing this fact, the State enacted legislation to enable Wisconsin communities to use tax monies to fund contributions to a Length of Service Award Program – now known as Service Award Program (SAP).

The purpose of the Program is to help Municipalities/Counties attract and retain a group of competent volunteers by recognizing their value through a series of tangible benefits.

A2. WHAT DOES THE LAW ALLOW?

The governing statute and administrative rule permit Participating Municipalities/Counties to invest funds to provide benefits for Volunteer Fire Fighters and Emergency Medical Technicians (VFF-EMT). A Sponsor means any local government unit that duly adopts a Service Award Program.

A Program Administrator, an approved non-governmental vendor, provides and administers a Program. The state of Wisconsin has recognized VFIS as an approved administrator for the Service Award Program.

A3. WHAT ARE THE BASIC PROVISIONS OF THE LEGISLATION?

A. Eligibility – VFF and EMT of Participating Municipalities/Counties are eligible to participate. A VFF is a person that renders fire fighting or rescue services. An EMT means all emergency medical service personnel, including first responder, licensed or certified, however, these volunteers may not receive compensation under a contract of employment as an VFF or EMT.

B.C redit - To receive credit, a VFF-EMT must provide qualifying Service under their Program. Service includes fire fighting, emergency medical or rescue services provided to a Sponsor. Each Sponsor will develop standards for credit to qualify for annual contributions. For example, Service activities may include:

1) Training courses;
2) Drills;
3) Sleep-in or standby;
4) Completion of a one-year elected or appointed position in the organization;
5) Election as a delegate to an emergency credited Service convention;
6) Attendance at official meetings of the Sponsoring Agency;
7) Participation in emergency responses; or
8) Miscellaneous activities including participation in inspections and other non-emergency fire, first aid or rescue activities not otherwise listed.

C. Prior Service Credit – A participating Sponsor may also make contributions for years of service performed prior to the effective date of the Program.

D.A nnual Contribution –

1) The Sponsor will determine the amount it will contribute on behalf of each eligible VFF-EMT it sponsors under a Program. The State will match a Sponsor's annual contribution per VFF-EMT up to a maximum amount to be determined each year by the Service Award Program Board.
2) The minimum contribution per year of Prior Service credit is $100, and is not matched by the State. This contribution may be a different amount than that paid for credited Service performed after the municipality began participating in a Program.

E. Vesting -

1) A VFF-EMT that has provided 15 years of credited Service to a Sponsor and attained age 60 shall be fully (100%) vested.
2) Upon completion of 10 years of credited Service, a VFF-EMT is partially (50%) vested. Vesting shall increase 10% for each year of credited service more than 10 and less than 15.
3) For vesting purposes, credit for Service performed by a VFF-EMT may include Prior Service, if purchased by the Sponsor.

F. Forfeiture and Leave of Absence -

1) A Sponsor may grant a leave of absence. If a leave of absence is granted, an unvested Account will not be closed.
2) A forfeited Account will be distributed among all other open VFF-EMT Accounts sponsored by that municipality at the time of the forfeiture.
3) Forfeitures may not be distributed to a frozen Account. An Account is considered frozen when a partially or fully vested member does not receive a contribution. The monies are not forfeited so the Account must be frozen.

G.P ortability and Reinstatement -

1) Non-Vested (less than 10 years of Service) – providing a VFF-EMT does the following within 12 months of termination:
   i.) rejoins the original Service Award Program, Service will resume for vesting purposes based on the years of Service earned before termination of Service.
   ii.) begins participation with another Sponsor having a SAP program,
      - The former SAP Account will be frozen and additional years of Service earned under the new SAP will be credited for vesting purposes.
      - The Account established under the new SAP will credit vesting based on the years of Service earned under the former Service Award Program.
   iii.) notifies the Program Administrator or VFIS of the situation indicated above in i.) or ii.).
2) Partially or Fully Vested - providing a VFF-EMT:
   i.) rejoins the original Service Award Program at any time prior to benefit distribution, Service will resume for vesting purposes based on the years of Service earned before termination of Service.
   ii.) begins participation with another municipality having a Service Award Program within 12 months of termination:
      - The former SAP Account will be frozen and additional years of Service earned under the new SAP will be credited for vesting purposes.
      - The Account established under the new SAP will credit vesting based on the years of Service earned under the former Service Award Program.
   iii.) notifies the Program Administrator of the situation indicated above in i.) or ii.).

A4. HOW DO WE START, AMEND OR TERMINATE A PROGRAM?

A Municipality/County may elect to participate in a Program by adopting a resolution or ordinance stating that it shall abide by all statutes, administrative rules, regulations and procedures pertaining to a Service Award Program. Documents are either prepared by the Sponsor's attorney or by the Program Administrator and approved by the Sponsor's attorney. Documents are then signed by the Sponsor.

A Sponsor may amend a Program in compliance with all applicable statues and rules, and the requirements of the Program Administrator and the State Board (Board).

A Sponsor may terminate a Program by adopting and filing a resolution to that effect with the Board. A termination must comply with all applicable statues and rules, and the requirements of the Program Administrator and the Board. If the Program is terminated, all contributed funds are disbursed to participating SAP members.

A5. WHEN DOES THE SPONSOR MAKE THE CONTRIBUTION?

A Sponsor's contributions must be paid for a calendar year by January 31 of the following year in order to receive a matching contribution from the State.

Prior Service contributions may be paid over a number of years not to exceed fifteen, and may include interest in such payments to reflect the fact that they are being added for Prior Service over a number of years in lieu of a lump sum payment.

A6. WHEN DOES A VFF-EMT BEGIN RECEIVING THEIR ACCOUNT VALUE?

A. Age 60 with 15 years of Service:

A length of service award is eligible to commence whether or not the VFF-EMT is active. Additional credit for continuing Service may be awarded annually.

B. Attainment of age 53 and termination from a SAP:

A partially vested VFF-EMT may request their vested length of service award benefit.

C. Attainment of age 60 and active with a SAP:

A partially vested VFF-EMT may request the vested amount of his/her benefit, or may defer payment and continue to accumulate vesting credit for additional years of service earned.

D. Upon entitlement, the Sponsor/Member must notify their Program Administrator.

The form of benefit distribution will be determined by the Sponsor and approved by the Service Award Program Board.

A7. WHAT IF A VFF-EMT DIES PRIOR TO RECEIVING THEIR SERVICE AWARD?

If a VFF-EMT is active under a Program at the time of death, a lump sum benefit will be paid to the designated beneficiary.

A8. WHAT IF A VFF-EMT BECOMES DISABLED PRIOR TO RECEIVING THEIR SERVICE AWARD?

If a VFF-EMT becomes permanently disabled (as determined by the Wisconsin Workers' Compensation program) while actively on duty performing service, he or she may apply to the Program Administrator for distribution of his/her Account.

PLAN ADMINISTRATION

B1. WHO IS THE LOCAL PLAN ADMINISTRATOR?

A. The Local Plan Administrator means the person or group of local public officials or employees, including the local governing body, appointed by the Participating Municipality/County to act as the agreement representative with respect to the Program Administrator and to perform the agreement duties, if any, that are not to be performed by that vendor under the terms of a length of service award plan agreement. The Local Plan Administrator assumes fiduciary responsibility for the Program.

B. VFIS is a Program Administrator as defined in legislation but is not the Local Plan Administrator. VFIS is a vendor that provides services to the Plan as described below.

C. VFIS may agree to provide various perfunctory record-keeping activities for the SAP program under the general supervision and direction of the Local Plan Administrator as set forth in greater detail in a Service Fee Agreement.

C1. HOW WILL RECORD KEEPING WORK?

The Local Plan Administrator will notify VFIS of any changes, with enrollment form for new participants and a list of participants who are to be dropped, and advise VFIS by copy of check that a deposit has been made. VFIS will then prepare the necessary reports and prepare certificates for each participant. The annual administrative fees will equal $800 plus $20 per active participant. The frozen account distribution fee shall be $100 per account distribution. After this Service Fee Agreement has been in effect for two full years, VFIS reserves the right to revise the annual fee schedule. An origination fee of $500 will also apply.

D1. DISCLAIMER

VFIS and The Horton Group and their employees, agents and representatives do not provide legal or taxation advice. Any entity considering the adoption of a Service Award Program should consult with a lawyer prior to adopting a plan.

This document only provides an overview of Program features for information purposes, and it is not a comprehensive restatement of the administrative rule or statute governing the Service Award Program.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 4, 2023

PLACEMENT: Action Item

ITEM TITLE: Annual Contract Renewal with Municipal Property Insurance Company

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

The Village of Germantown property insurance which covers buildings, personal property, and property in the open (PITO) are covered by a subgroup of Cities and Villages Mutual called Municipal Property Insurance Company. The premium for 2024 has been quoted at **9%** higher than the current term, 5% are increases in property values due to inflation and 4% is a rate change due to higher claims frequency and severity across Wisconsin. The annual premium comes to $75,151 and the specific coverage is found in the attachment.

ATTACHMENT:

1. Village of Germantown Proposal

RECOMMENDATION:

Recommend to the Village Board for approval

ACTION BY Committee:

Approved at the General Government and Finance Committee held on November 20, 2023.

MUNICIPAL PROPERTY INSURANCE COMPANY
9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

MPIC Quote

Proposal #: 48-10568-25-001
Agent: Ben Rank

Item I. Named Insured and Principal

Address:
Village of Germantown
N112 W16877 Mequon Rd
Germantown, WI 53022

Contact: Erin Hirn
Phone: No

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 1/1/2024, and expires at 12:01 A.M., 1/1/2025.
These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Coverages:

Coverage	Valuation	Deductible	% Ded	TIV	Rate	Annual Premium
Building	Replacement Cost	$5,000		$64,932,735	.0757	$49,160
Personal Property	Replacement Cost	$5,000		$9,838,080	.0757	$7,444
Property in the Open	Replacement Cost	$5,000		$14,636,685	.0757	$11,085
Contractors Equipment > $25,000	New Replacement Cost	$1,000		$2,975,745	.22	$6,547
Contractors Equipment < $25,000	See Endorsement	$1,000		$675,498		$0
Business Income Schedule **Attached**	Standard	$5,000		$2,500,000	.0326	$815
Employee Tools Schedule **Attached**	See Endorsement	$1,000		$60,000	.125	$100

Total Annual Premium **$75,151** **Billed to Insured**

Item IV. Forms and Endorsements made part of this policy at time of issue:

Form (Edition Date)	Description
MPIC 002Q(1123)	Declaration Pages
MPIC 002ENDT(1123)	Variable Coverage Schedules
MPIC 004(1123)	Statement Of Values
MPIC 004P(1123)	Statement Of Values - PITO
MPIC 004CE(1123)	Statement Of Values - Contractors Equipment
MPIC 001(1123)	Policy Form
MPIC 006(0419)	Joint Loss Agreement
MPIC 007(1123)	Loss Payable Endorsement
MPIC 008(0419)	TRIA Cap on Losses Endorsement
MPIC 101(0522)	Business Income Endorsement
MPIC 206(1123)	Employee Tools
MPIC 300(0120)	Contractors Equipment New Replacement Cost
MPIC 509(0918)	Broad Form Coverage of Computer-Related Losses Endorsement
MPIC 510(0119)	Tax Lien Property Endorsement
MPIC 511(0419)	Leased Property Endorsement
MPIC 900(0620)	MPIC Claim Reporting Information
MPIC 901(0620)	Loss Reporting Form

DECLARATIONS
MUNICIPAL PROPERTY INSURANCE COMPANY
Variable Coverage Schedules

Business Income	
Blanket Business Income	$2,500,000
Total	**$2,500,000**

Employee Tools	
Matt Kolbow - Public Works -	$20,000
Travis Koller - Public Works -	$20,000
Mitchell Cook - Public Works -	$20,000
Total	**$60,000**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $89,407,500

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
002		***SALT SHED Hwy DEPT STRG***					
	001	SALT SHED Hwy DEPT STRG Division Rd West of Village, Germantown,WI 53022	1980	1	3,300	$190,575	$9,765
		SALT SHED Hwy DEPT STRG (002) Total				**$190,575**	**$9,765**
003		***KINDERBERG Park***					
	001	Mechanical N106W15060 Buckthorn Dr., Germantown,WI 53022	2004	1	140	$11,760	$15,855
	002	Park Bldg N106W15060 BUCKTHORN DR., GERMANTOWN,WI 53022	1999	1	1,624	$481,215	$5,250
	003	Tennis N106W15060 BUCKTHORN DR./ DONGES BAY RD, GERMANTOWN,WI 53022	2003	1	48	$5,670	$3,150
		Property in the Open					$682,500
		KINDERBERG Park (003) Total				**$498,645**	**$706,755**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $89,407,500

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
004		***DHEINSVILLE Hist. Park***					
	001	Bast Bell Museum N128 W18780 HOLY HILL RD, GERMANTOWN,WI 53022	1999	2	4,280	$755,580	$0
	002	DHEINSVILLE Hist. Park N128 W18780 Holy Hill Rd, Germantown,WI 53022		0	0	$13,965	$212,835
	003	DHEINSVILLE Hist. Park N128 W18780 Holy Hill Rd, Germantown,WI 53022	1950	1	441	$44,415	$2,730
	004	Festhalle Park Shelter N128 W18780 HOLY HILL RD, GERMANTOWN,WI 53022	2021	1	11,200	$782,775	$0
	005	Wolf N128 W18780 HOLY HILL RD, GERMANTOWN,WI 53022	1854	2	1,962	$507,150	$0
		Property in the Open					$345,450
		DHEINSVILLE Hist. Park (004) Total				**$2,103,885**	**$561,015**
005		***WELL HOUSE #4***					
	001	WELL HOUSE #4 N106 W16730 OLD FARM RD, GERMANTOWN,WI 53022	1980	1	736	$577,920	$0
		WELL HOUSE #4 (005) Total				**$577,920**	**$0**
006		***Municipal Bldg***					
	001	Municipal Bldg Annex N112 W16877 MEQUON RD, GERMANTOWN,WI 53022	1982	1	7,671	$1,802,220	$176,925
	002	Police Dept. Garage N112 W16877 MEQUON RD, GERMANTOWN,WI 53022	1980	1	20,974	$7,502,040	$1,353,240
	003	Police Impound N112 W16877 Mequon Rd, Germantown,WI 53022		0	0	$152,040	$0
		Property in the Open					$10,920
		Municipal Bldg (006) Total				**$9,456,300**	**$1,541,085**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $89,407,500

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
007		***GERMANTOWN Comm. Library***					
	001	GERMANTOWN Comm. Library N11 W16957 MEQUON RD, GERMANTOWN,WI 53022	2000	1	28,571	$8,791,335	$4,483,920
		Property in the Open					$84,000
		GERMANTOWN Comm. Library (007) Total				**$8,791,335**	**$4,567,920**
008		***WELL HOUSE #11***					
	001	WELL HOUSE #11 N112 W13575 MEQUON RD, GERMANTOWN,WI 53022	2010	1	3,568	$2,420,145	$157,500
		WELL HOUSE #11 (008) Total				**$2,420,145**	**$157,500**
009		***Village HALL***					
	001	Village HALL N112 W17001 MEQUON RD, GERMANTOWN,WI 53022	1999	1	15,500	$4,664,100	$726,600
		Village HALL (009) Total				**$4,664,100**	**$726,600**
010		***Survive Alive House - Fire St. #2***					
	001	Survive Alive House - Fire St. #2 N115 W18700 EDISON DR., GERMANTOWN,WI 53022	2003	2	3,415	$695,310	$145,425
		Survive Alive House - Fire St. #2 (010) Total				**$695,310**	**$145,425**
011		***Fire Station #2***					
	001	Fire St. #2 N115W18752 EDISON DR., GERMANTOWN,WI 53022	2001	1	11,080	$2,769,375	$497,175
	002	Training station N115W18752 EDISON DR., GERMANTOWN,WI 53022	2001	2	976	$357,735	$0
		Fire Station #2 (011) Total				**$3,127,110**	**$497,175**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $89,407,500

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
012		***TREATMENT PLANT***					
	001	TREATMENT PLANT N116 W17230 MAIN ST, GERMANTOWN,WI 53022	1956	1	1,500	$302,295	$105,000
		TREATMENT PLANT (012) Total				**$302,295**	**$105,000**
013		***Main St LIFT STATION***					
	001	Main St LIFT STATION N116 W17235 MAIN ST, GERMANTOWN,WI 53022	1986	1	1,566	$1,814,610	$0
		Main St LIFT STATION (013) Total				**$1,814,610**	**$0**
014		***Lift Station #6***					
	001	Lift Station #6 N112 W16877 MEQUON RD. CTY LINE RD, GERMANTOWN,WI 53022	1975	1	150	$912,870	$0
		Lift Station #6 (014) Total				**$912,870**	**$0**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $89,407,500

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
015		***Wastewater Utility/DPW***					
	001	DPW BUILDING #2 N122 W17177 FOND DU LAC AVE., GERMANTOWN,WI 53022	1980	1	11,520	$631,365	$145,950
	002	DPW BUILDING #3 N122 W17177 FOND DU LAC AVE., GERMANTOWN,WI 53022	1960	1	5,225	$330,435	$52,500
	003	DPW BUILDING #4 N122 W17177 FOND DU LAC AVE., GERMANTOWN,WI 53022	2001	1	9,600	$650,895	$178,500
	004	DPW BUILDING #5 (ADD01) N122 W17177 FOND DU LAC AVE., GERMANTOWN,WI 53022	2010	1	5,525	$371,910	$115,500
	005	DPW MAIN BUILDING #1 N122 W17177 FOND DU LAC AVE., GERMANTOWN,WI 53022	1960	2	9,830	$2,117,745	$264,600
	006	Wastewater Utility/DPW N122 W17177 Fond Du Lac Ave., Germantown,WI 53022	1950	1	800	$92,400	$29,715
		Wastewater Utility/DPW (015) Total				**$4,194,750**	**$786,765**
016		***METERING STATION***					
	001	METERING STATION N96W12401 CTY LINE RD, GERMANTOWN,WI 53022	1993	1	100	$161,385	$0
		METERING STATION (016) Total				**$161,385**	**$0**
017		***ALT BAUER Park***					
	001	ALT BAUER Park W165N10749 Wagon Trl, Germantown,WI 53022	2003	1	48	$5,250	$230,895
		Property in the Open					$317,625
		ALT BAUER Park (017) Total				**$5,250**	**$548,520**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $89,407,500

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
018		***FRIEDENFELD Park***					
	001	FRIEDENFELD Park W140 N11492 COUNTRY AIRE DR., GERMANTOWN,WI 53022	2002	1	720	$44,730	$0
	002	FRIEDENFELD Park W140 N11492 Country Aire Dr., Germantown,WI 53022	2005	1	0	$8,190	$1,365
		Property in the Open					$152,250
		FRIEDENFELD Park (018) Total				**$52,920**	**$153,615**
019		***WELL HOUSE #2***					
	001	GENERATOR BUILDING (ADD01) W158 N11371 POTOMAC CIR., GERMANTOWN,WI 53022	2000	1	0	$125,370	$0
	002	WELL HOUSE #2 W158 N11371 POTOMAC CIR., GERMANTOWN,WI 53022	1970	1	704	$370,545	$0
		WELL HOUSE #2 (019) Total				**$495,915**	**$0**
020		***SPASSLAND Park***					
	001	SPASSLAND Park - Shelter/Restroom W160 N9998 COLONIAL DR., GERMANTOWN,WI 53022	2013	1	832	$231,105	$78,750
		Property in the Open					$377,790
		SPASSLAND Park (020) Total				**$231,105**	**$456,540**
021		***Fire Department Office***					
	001	Fire Dept. - Office W162 N11810 PARK AVE., GERMANTOWN,WI 53022	1950	1	1,650	$266,595	$0
	002	Storage Bldg W162 N11810 Park Ave., Germantown,WI 53022	1980	1	270	$9,975	$3,255
		Fire Department Office (021) Total				**$276,570**	**$3,255**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $89,407,500

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
022		***Fire Station #1***					
	001	FIRE Dept. - Storage W162 N11862 Park Ave., Germantown,WI 53022	1980	1	270	$9,975	$3,255
	002	FIRE Dept.- Fire Station #1 W162 N11862 PARK AVE., GERMANTOWN,WI 53022	1950	1	8,640	$1,588,545	$68,250
	003	FIRE Dept.- Restroom W162 N11862 Park Ave., Germantown,WI 53022	1997	1	576	$136,080	$2,730
	004	Maintenance Garage W162 N11862 Park Ave., Germantown,WI 53022	1950	1	1,050	$88,200	$183,645
		Fire Station #1 (022) Total				**$1,822,800**	**$257,880**
023		***Pavillion 2 - Gehl Performing Arts***					
		Pavillion 2 - Gehl Performing Arts (023) Total				**$0**	**$0**
024		***Sr CITIZENS ACTIVITY Cr***					
	001	Sr CITIZENS ACTIVITY Cr W162 N11960 PARK AVE., GERMANTOWN,WI 53022	1978	1	9,769	$2,470,440	$234,675
		Sr CITIZENS ACTIVITY Cr (024) Total				**$2,470,440**	**$234,675**
025		***OLD FARM PKG LIFT STATION***					
	001	OLD FARM PKG LIFT STATION W172 N10591 DIVISION RD, GERMANTOWN,WI 53022	1986	1	1,400	$1,827,945	$0
		OLD FARM PKG LIFT STATION (025) Total				**$1,827,945**	**$0**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $89,407,500

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
026		***Wastewater Utility***					
	001	Salt Dome W172 N12217 Division Rd, Germantown,WI 53022	1999	1	5,281	$277,305	$7,665
	002	Storage W172 N12217 Division Rd, Germantown,WI 53022	1980	1	897	$37,695	$10,815
	003	Telephone Bldg W172 N12217 Division Rd, Germantown,WI 53022		0	0	$86,835	$86,835
		Wastewater Utility (026) Total				**$401,835**	**$105,315**
027		***WELL HOUSE #3***					
	001	WELL HOUSE #3 W180 N11625 RIVER LN., GERMANTOWN,WI 53022	2006	1	3,485	$2,521,890	$178,500
		WELL HOUSE #3 (027) Total				**$2,521,890**	**$178,500**
028		***Village Comm. Bldg***					
	001	Village Comm. Bldg W188 N11590 Maple Rd, Germantown,WI 53022	2002	1	144	$37,800	$24,465
		Village Comm. Bldg (028) Total				**$37,800**	**$24,465**
029		***LIFT STATION #3***					
	001	LIFT STATION #3 W188 N9811 APPLETON AVE., GERMANTOWN,WI 53022	1988	1	0	$354,480	$0
		LIFT STATION #3 (029) Total				**$354,480**	**$0**
030		***LIFT STATION #7***					
	001	LIFT STATION #7 W191 N10900 KLIENMANN DR., GERMANTOWN,WI 53022	2005	1	0	$627,480	$0
		LIFT STATION #7 (030) Total				**$627,480**	**$0**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $89,407,500

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
032		***WELL HOUSE #5***					
	001	WELL HOUSE #5 W168N11283 WESTERN AVE., GERMANTOWN,WI 53022	1970	1	576	$401,310	$0
		WELL HOUSE #5 (032) Total				**$401,310**	**$0**
033		***WIEDENBACH Park***					
		Property in the Open					$115,500
		WIEDENBACH Park (033) Total				**$0**	**$115,500**
034		***HAUPT STRASSE Park***					
		Property in the Open					$400,050
		HAUPT STRASSE Park (034) Total				**$0**	**$400,050**
035		***SCHOEN LAUFEN Park***					
		Property in the Open					$21,000
		SCHOEN LAUFEN Park (035) Total				**$0**	**$21,000**
039		***WATER TOWER #3***					
	001	WATER TOWER #3 N112 W13575 MEQUON RD., GERMANTOWN,WI 53022	2003	1	0	$5,224,275	$0
		WATER TOWER #3 (039) Total				**$5,224,275**	**$0**
040		***ELEV WATERSPHEROID TANK #1***					
	001	WATER TOWER #1 W188 N11600 MAPLE RD, GERMANTOWN,WI 53022	1991	1	0	$2,364,495	$0
		ELEV WATERSPHEROID TANK #1 (040) Total				**$2,364,495**	**$0**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $89,407,500

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
041		***TANK, WATER ELEVATED #2***					
	001	WATER TOWER #2 N101 W15201 STARLITE DR., GERMANTOWN,WI 53022	1989	1	0	$2,388,225	$0
		TANK, WATER ELEVATED #2 (041) Total				**$2,388,225**	**$0**
042		***Wrenwood Life Station***					
	001	Wrenwood Life Station N114W14421 WRENWOOD CT, GERMANTOWN,WI 53022	2020	1	900	$866,565	$0
		Wrenwood Life Station (042) Total				**$866,565**	**$0**
043		***Booster Auxiliary Water Pump Station***					
	001	Booster Auxiliary Water Pump Station GOLDENDALE RD, GERMANTOWN,WI 53022	2018	1	0	$219,240	$0
		Booster Auxiliary Water Pump Station (043) Total				**$219,240**	**$0**
045		***Firemans Park***					
	001	Firemen's Park Shelter W162 N11862 Park Ave, GERMANTOWN,WI 53022	2020	1	4,140	$1,194,585	$30,345
	002	Pavillion 2 - Gehl Performing Arts W162 N11862 PARK AVE., GERMANTOWN,WI 53022	2020	1	628	$484,680	$10,500
		Firemans Park (045) Total				**$1,679,265**	**$40,845**
046		***Village Wide***					
		Property in the Open					$12,129,600
		Village Wide (046) Total				**$0**	**$12,129,600**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $89,407,500

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
047		***WELL HOUSE #7***					
	001	WELL HOUSE #6 W168N11301 WESTERN AVE., GERMANTOWN,WI 53022	1970	1	960	$751,695	$0
		WELL HOUSE #7 (047) Total				**$751,695**	**$0**

Building Subtotal	$64,932,735
Contents Subtotal	$9,838,080
Property in the Open Subtotal	$14,636,685
Building, Contents and PITO Total	$89,407,500

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
003	***KINDERBERG Park***		
	Basketball Court		$31,500
	Park Shelter		$31,500
	Playground		$189,000
	Splash Pad		$157,500
	Tennis Courts (4)		$273,000
	KINDERBERG Park (003) Total		**$682,500**
004	***DHEINSVILLE Hist. Park***		
	Archery		$4,200
	Festhalle		$325,500
	Park Gazebo		$15,750
	DHEINSVILLE Hist. Park (004) Total		**$345,450**
006	***Municipal Bldg***		
	Autel Evo Nano + MDA2 Drone, Serial # 2AGNTMDA2409A		$945
	Autel Robotics Evo II Enterprise 640T Drone, Serial # H9R92143496		$9,975
	Municipal Bldg (006) Total		**$10,920**
007	***GERMANTOWN Comm. Library***		
	Village Electronic Message Center (Sign)		$84,000
	GERMANTOWN Comm. Library (007) Total		**$84,000**
017	***ALT BAUER Park***		
	Basketball Court		$31,500
	Basketball Court		$31,500
	Fence around tennis courts		$31,500
	Pedestrian bridge		$7,875
	Playground		$78,750
	Tennis Courts (2)		$136,500
	ALT BAUER Park (017) Total		**$317,625**
018	***FRIEDENFELD Park***		
	Fence around baseball field		$73,500
	Playground		$78,750

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	FRIEDENFELD Park (018) Total		**$152,250**
020	***SPASSLAND Park***		
	Basketball Courts (2)		$63,000
	Disc Golf Nets		$1,890
	Disc Golf Pads		$18,900
	Fence around tennis courts		$31,500
	Park Shelter		$31,500
	Playground		$94,500
	Tennis Courts (2)		$136,500
	SPASSLAND Park (020) Total		**$377,790**
033	***WIEDENBACH Park***		
	Basketball Court		$31,500
	Fishing Pier		$5,250
	Playground		$78,750
	WIEDENBACH Park (033) Total		**$115,500**
034	***HAUPT STRASSE Park***		
	Ball field lighting		$43,050
	Fencing around ball field		$63,000
	Fencing around Pickleball courts		$31,500
	Pickleball Courts		$136,500
	Picnic Shelter		$21,000
	Playground		$78,750
	Skate Park		$26,250
	HAUPT STRASSE Park (034) Total		**$400,050**
035	***SCHOEN LAUFEN Park***		
	Picnic Shelter		$21,000
	SCHOEN LAUFEN Park (035) Total		**$21,000**
046	***Village Wide***		
	1,444 Fire Hydrants @ $8,000 each		$12,129,600
	Village Wide (046) Total		**$12,129,600**

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
PROPERTY IN THE OPEN TOTAL			***$14,636,685***

CONTRACTORS EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
1974 HYSTER A091 RUBBER TIRE ROLLER, S/N:A-091-C-2298-U		$69,809
1980 KLAUER VP-3D SNOWBLOWER, S/N:3277		$109,027
1990 JOHN DEERE 624E END LOADER W/PLOW 7 WING, S/N:DW624EH531195		$195,646
1991 CHILTON CHILTON TRAILER 6000 LBS, S/N:14DBE1620MV000239		$8,560
1991 KLAUER MP3D ROTARY SNOW REMOVER, S/N:3487		$89,727
1992 TRAMAC BRN125 HYDRAULIC HAMMER		$19,724
1994 FELLING FT7W FELLING FT7W TANDEM TRAILER, S/N:1F9FS1428S1072313		$8,560
1996 CASE BUCKET FOR CASE LOADER		$21,436
1996 FELLING FT10W FELLING FT10W TANDEM, S/N:1F9FS1422T1072700		$8,560
1996 INGERSALL RAND P1852JD AIR COMPRESSOR, S/N:268068UHG327		$17,315
1998 CH & E T216 TRASH PUMP, S/N:5107139		$16,813
1998 GENIE PLATFORM, AERIAL WORK		$10,571
1998 WACKER PT6LT PUMP TRASH 6", S/N:1W9PS0519WM203044		$20,010
1999 CASE 621C CASE LOADER, S/N:JEE0092744		$133,929
1999 PACE AMERICAN CA16864 ENCLOSED 7000 LBS GRAY TRAILER PUMPS, S/N:40LUB1426YP060388		$9,630
1999 PACE AMERICAN CS612SA ENCLOSED SINGLE AXLE TRAILER VOTING EQUIPMENT, S/N:40LFB1214XP055143		$5,350
1999 PACE AMERICAN SC8520TA3 ENCLOSED TRAILER 20FT. WATER BREAK, S/N:40LWB2024XP052034		$16,132
1999 TORO 5020 SAND PRO, S/N:08886-90465		$19,294
2000 CATERPILLAR XQ225 PORTABLE GENERATOR, S/N:E36HVA04		$95,279
2000 FELLING FT-10LE FT-10LE TANDEM TRAILER		$8,560
2000 JOHN DEERE 250 SKIDSTEER LOADER, S/N:KV0250E251509		$39,426
2001 PROTECH SHORING BOX		$7,862
2002 HAULMARK CB6X10DS2 ENCLOSED SINGLE AXLE TRAILER RED, S/N:16HCB10152H090683		$5,350
2002 LIEBHERR A904 BACKHOE EXCAVATOR, S/N:WLHZ0666ZZK013392		$202,947
2002 ROTOBEC 5609 MUL-C-3 BRUSH GRAPPLE ATTACHMENT, S/N:4J09-034		$9,145
2002 SEFAC 120M65BL TRUCK LIFT, S/N:PME412065...B		$31,442
2003 BEHNKE DT81X12E602 DUMP TRAILER 12,000LBS, S/N:4L5ST16293F005059		$10,089
2003 PROSPAN SHORING		$9,861
2004 PACE AMERICAN WS58HD ENCLOSE SINGLE AXLE TRAILER WATER CONFINED EQ., S/N:40LFB08124P104112		$5,350
2004 REX 98000 HYDRAULIC VALVE TURNER, S/N:11404		$7,597
2004 UEMSI SRX-C EASEMENT ATTACHMENT-HOSE REEL		$16,813
2005 CATERPILLAR BML02523 BACKHOE LOADER W/ATTACHMENTS, S/N:CAT0430DKBML02523		$80,709
2005 MANITOWOC MW12CF TRUCK LIFT, S/N:10003		$6,614
2005 TRACKLESS MT5T TRACKLESS MT5T, S/N:3176		$139,100
2006 JOHN DEERE SO42569A 60" TRANCHER W/ROCK CHAIN, S/N:KVTR60X100151		$7,597
2007 PIPE HUNTER 2834V5 VALVE EXERCISER		$50,645
2007 SUMMA S75T SIGN MAKING SYSTEM-CUTTER		$10,130
2007 TRAFFTECH PRA39 SIGN MAKING SYSTEM-ROLLER		$6,329
2008 BRADCO 4425 TREE MOVER/PLANTER		$17,919

CONTRACTORS EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
2008 CON-COR RSC CC3700 DIAMOND CONCRETE SAW, S/N:138089		$21,505
2008 JOUN DEERE 1445 TRACTOR/SNOWBLOWER, S/N:TC1445D080476		$23,893
2008 SEILER INSTRUMENT 92720168 S6 ROBOTIC TOTAL STATION SURVEY		$52,566
2008 TOYOTA 8FDU30 FORKLIFT, S/N:10184		$21,719
2010 SEILER INSTRUMENT R6301-5- TRIMBLE GPS ROVER #1		$20,483
2010 SEILER INSTRUMENT R6301-50 TRIMBLE GPS ROVER #2		$20,483
2011 PANTHER TP12KC-D 12 K LIFT, S/N:2011JUL0056		$8,407
2012 JOHN DEERE 6430 COMFORTGAURD TRACTOR/MOWER, S/N:1L06430KCCK720233		$83,861
2012 JOHN DEERE-BROOKS 644K 664K WHEEL LOADER-BROOK, S/N:1DW644KZCCE647364		$325,377
2013 PJ C5 7 X 18 FLATBED UTILITY TRAILER, S/N:3CVC51822D2506997		$4,588
2013 STALKER RADAR MESSAGE CENTER, S/N:1P91F1018DG301233		$18,890
2013 TAKEUCHI TB153FR MINI-EXCAVATOR, S/N:158301673		$76,937
2013 WACKER RD27-120 VIBRATING ASPHALT COMPACTER, S/N:20002085		$34,779
2014 CRAFCO SS125D DIESEL MELTER CRACK FILLING MACHINE, S/N:1C9SY1017E1418339		$42,569
2014 ELLIS 1600 MITRE BAND SAW, S/N:16141 0383		$3,638
2014 SCOTCHMAN 12012-24M IRONWORKER 120 TON PUNCH, S/N:51084M0714		$32,850
2015 MACLEAN 9Z4327 MV4 Z-MISC MV4 TRACKLESS MOWER W/PLOW, S/N:1324		$155,019
2015 POWERLINER PL6950 PAINT STRIPPER, S/N:1539700009		$8,239
2016 JOHN DEERE 5075M UTILITY TRACTOR/SWEEPER & 8FT BROOM, S/N:1LV5075MCGG400163		$72,628
2016 MILLERMATIC 350P WELDER, CABLE & SPOOLGUN, S/N:MF480033T		$5,454
2016 VERMEER 150012VP BRUSH CHIPPER, S/N:1VR2161V2G1006731		$60,097
2017 BLUE DIAMOND CP 24-160230 BLUE DIAMOND COLD PLANER, S/N:40686		$22,470
2017 KUBOTA ZD1211R KUBOTA ZD1211R, S/N:20124		$14,980
2017 KUBOTA ZD1211R KUBOTA ZD1211R, S/N:20125		$14,980
2017 KUBOTA SVL-75 SVL752HFWC TRACK LOADER SKID STEER, S/N:32190		$88,810
2017 SCHULTE SMR-800 SCHULTE MULTIRAKE SMR-800, S/N:R500100656609		$11,770
2017 TOWMASTER T-12DT TILT BED TRAILER, S/N:4KNTT1629HL161435		$8,662
2018 RSS RT508 COMPOST REVOLVER SCREENER, S/N:RT20170146		$74,900
2018 TOWMASTER T-40TA TILT BED TRAILER, S/N:4KNTT2429JL160073		$26,750
2019 B&B ENTERPRISES 1315 SHORT TANDEM 1000 GALLON TANK TRAILER, S/N:4L5TT1725KF049285		$7,490
2019 WANCO WTSP WANCO SOLAR ARROW BAORD, S/N:5F11S1010K1005742		$5,350
2020 FALCON 4 TON HOT BOX TRAILER/W TACK SPRAYER , S/N:1F9P41720LM339163		$53,500
2020 MACLEAN MV4.1 MACLEAN MV4.1, S/N:1442		$175,480

CONTRACTORS EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
2021 TAKEUCHI TB290 TAKEUCHI TB290 EXCAVATOR, S/N:185107907		$112,350
2021 BOBCAT ZT7000 BAGGER MOWER 999701200157	PUBLIC WORKS	$17,441
2021 BOBCAT ZT7000 MOWER 999701200159	PUBLIC WORKS	$13,589
2021 CARRY-ON TRAILER VIN:4YMBC0819MM024371	LIBRARY	$2,675
2021 FURUKAWA ROCK DRILL F6-FSP KENT F-6 BREAKER 5252, S/N:F6-15252		$12,840
2021 HITACHI ZW180-6 WHEEL LOADER RYUPD860LH8405575	PUBLIC WORKS	$177,620
2021 KUBOTA LX3310 HSD W/LOADER KBUB8BHCHM1M14596	PUBLIC WORKS	$46,010
2021 KUBOTA LX3310 LOADER WITH SNOWBLOWER SERIAL #KBUB8BHCHM1M14596	PUBLIC WORKS	$45,956
2022 80X18 7K ALUMINUM DELUXE 5LEB1UG23N1217035	PUBLIC WORKS	$7,490
2022 ORANGE LINE TANDEM 7,000 LBS. TRAILER, MODEL #TU60-16BK4AR2B, VIN #7RD1U1925P4227530		$5,895
2022 STANLEY HYD. POWER UNIT HP8BA 3379	PUBLIC WORKS	$14,017
2022 TOWMASTER TANDEM TRAILER VIN# 4KNBT272916133	PUBLIC WORKS	$10,679
2023 BOBCAT ZT7000, B5TY11242, ZERO TURN MOWER	PUBLIC WORKS	$14,500
2023 KUBOTA RTV, MODEL # RTV-X1100CWL-H, SER. # 82771		$22,200
CONTRACTOR’S EQUIPMENT ≥ $25,000		**$2,975,745**
CONTRACTOR’S EQUIPMENT < $25,000		**$675,498**
CONTRACTOR’S EQUIPMENT TOTAL		**$3,651,243**

MUNICIPAL PROPERTY INSURANCE COMPANY

TABLE OF CONTENTS

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562

Policy Provisions

Read the entire policy carefully to determine rights, duties, and what is and what is not “covered.” Several provisions in this policy restrict coverage.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown on the Declarations page. The words “we”, “us” and “our” refer to Municipal Property Insurance Company. Other words and phrases that appear in quotation marks have special meaning. Refer to Section IX, Definitions, and Section IV. Definition of "Contractors Equipment".

In consideration of the provisions of this policy, the payment of premium, receipt of a statement of values, “Property in the Open” schedule and/or contractors equipment detail, we insure those named on the Declaration page for the coverages defined in this policy, during the policy term stated on the Declarations Page.

SECTION I – PERILS “COVERED” Coverage: This policy insures against sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

SECTION II – DEDUCTIBLE

The amount shown as deductible on the Declarations page shall be deducted from the claim for each “occurrence”.

If more than one coverage under this policy applies to the same “occurrence”, then the deductible will be calculated as follows: we will determine which coverage accounts for the largest proportion of the loss, and only the deductible associated with the largest portion of the loss will apply, unless otherwise stated.

SECTION III – AMOUNT OF COVERAGE

With regard to “buildings”, personal property regardless of its location, and “Property in the Open”:

The amount of coverage shall be limited as stated in Sections IV, V and VII.

Unless limited by other provisions of this policy or by endorsement, ”buildings”, personal property, and “Property in the Open”, are subject to an “occurrence” limit of 125% of the Total Insured Value shown on the Statement of Values.

SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE

Subject to the terms, conditions, limitations and exclusions in the policy, this policy covers:

A. “Buildings” and structures listed on the Statement of Values.

B. Non-Owned Property. “Buildings” and structures listed on the Statement of Values for which you may be contractually liable in the event of damage or destruction and which are in your care, custody or control and being used for a legitimate governmental purpose.

C. Personal property you own or are legally responsible for insuring.

D. “Property in the Open”. The amount we will pay for “Property in the Open” is limited to $10,000 per “occurrence”. However, this $10,000 limitation per “occurrence” does not apply to items listed separately on the Statement of Values “Property in the Open” detail list.

A. Leased property improvements and betterments at locations listed on the Statement of Values. In the event improvements or betterments made by you are damaged or destroyed during the term of this policy by an insured peril, our liability will be determined as follows:

1. If you elect to repair or replace a damaged improvement or betterment, actual repair or replacement must be made as soon as reasonably possible after the loss or damage occurs, but not to exceed two (2) years unless the time is extended in writing by us.

2. If the improvements or betterments are not repaired or replaced, we will pay a fraction of the original cost of the improvement. The fraction will be proportional to the remaining term of the lease as of the date of loss.

B. The cost of removing debris when “covered” property is destroyed or damaged by an insured peril. However, unless otherwise provided for in this policy, debris removal does not apply to costs:

1. To extract "pollutants" or “contaminants” from land or water; or

2. To remove, restore or replace land or water containing or affected by “pollutants” or “contaminants”; or

3. For asbestos cleanup, removal or abatement.

C. The cost to repair or replace foundations of “buildings”, structures, machinery or boilers, provided that those foundations are beneath the basement level or underground.

The most we will pay for any “occurrence” under this section is $250,000.

D. The cost of excavation, grading or filling related to an “occurrence”, the most we will pay under this coverage is $50,000.

E. Lawns, trees, shrubs, and plants if within 100 feet of an insured “building”. The amount we will pay is limited to $500 for any one tree, shrub, or plant and $1,000 for lawn damage up to a maximum of $25,000 per “occurrence”

F. “Contractors Equipment", as defined in Section X., that you own or are legally responsible for insuring up to a limit of $25,000 for each item including its attachment(s). Equipment not listed in Section X. is considered personal property and is “covered” the same way as your other personal property. See Section IV.C.

Coverage, in excess of the $25,000 per item, is provided only if the equipment is scheduled and a premium for the coverage is shown on the Declarations page, unless the equipment is newly acquired during the current policy period, provided your interest is not covered under any other policy of insurance.

G. “Valuable Records” that are your property or property of others in your care, custody, or control.

We will also pay for:

1. Expenses necessary to research and recreate lost “valuable records”; and

2. Expenses necessary for transcribing or copying lost “valuable records” from available secondary sources.

We will not pay for losses caused by errors, omissions, or negligence in processing or copying.

H. Employees’ Personal Property. We will cover personal property owned by your employees while on your premises if that employee’s property is not covered by other insurance. The maximum coverage for property owned by any one employee is $500. The coverage limit for each “occurrence” is $10,000.

I. Personal property owned by someone other than you or your employees, if the personal property is not covered by other insurance, while it is in your care, custody, or control and while it is on the premises described in the Statement of Values. The coverage limit per "occurrence" for all such property is $10,000.

J. "Extra Expense". Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of $10,000,000 (unless a higher limit has been established by endorsement) under this "extra expense" coverage subject to the following:

   We will pay "Extra Expense" to allow you to continue "operations" at:

   1. Your insured premises; or

   2. Replacement premises; or

   3. Temporary premises you use while your insured premises are being restored.

   Costs to relocate, or to equip and operate the premises in N.2 or N.3, are covered.

   Adjustment of any loss under this coverage will reflect the salvage value of property that you obtained for use while your property was being restored and that you retain after the resumption of normal "operations".

K. "Buildings" or structures acquired by you during the policy period at any location, provided your interest is not covered under any other policy of insurance.

L. Remodeling and repairs to existing buildings listed on the Statement of Values, unless the work involves an increase in square footage or a change in the footprint of the building or foundation.

M. Underground fiber optic cable. We will pay for the repair or replacement of underground fiber optic cable within 1,000' of a covered "building" when loss of or damage to the cable is caused by a "covered" peril.

N. Refrigerated Property. We will pay for loss or damage you sustain from spoilage of refrigerated or perishable property you own or are legally responsible to insure, if the spoilage is due to:

   1. Contamination by a refrigerant; or

   2. Temperature change due to:

      a. Mechanical breakdown or failure of refrigeration systems;

      b. Burning out of electric motors;

      c. Blowing of fuses or circuit breakers;

      d. The breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors, or electrical power; or

      e. Complete or partial lack of power to operate the refrigeration systems.

O. Ordinance or Law Coverage.

   Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to $10,000,000 (unless a higher limit has been established by endorsement) for the increased cost to repair, rebuild or reconstruct "covered" property caused by enforcement of or compliance with a building, zoning or land use ordinance or law subject to the following:

1. We will also pay for loss or damage to the undamaged portion of a “covered” “building” or structure caused by enforcement of or compliance with any ordinance or law that:

   a. Requires the demolition of parts of the same “building” or structure not damaged by an insured peril;

   b. Regulates the construction or repair of “buildings” or structures, or establishes zoning or land use requirements at the described premises; and

   c. Is in force at the time of loss or damage.

2. The following conditions apply to this coverage and must be met before we will make payment:

   a. You must actually repair or replace the “covered” property; and

   b. You must repair or replace the property as soon as reasonably possible after the loss or damage. Unless we consent to writing, this time period may not exceed two years.

3. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

4. The most we will pay under this coverage is the increased cost of construction at the same site, unless an ordinance or law requires relocation to another site, in which case the most we will pay is the increased cost of construction at the new site.

5. If the property is repaired or replaced on the same or another site, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the amount you actually spend to repair or rebuild the "building" or structure to the minimum standards required by the ordinance or law. In no event will we pay more than the following:

   a For a "historical building":

      1) The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or

      2) The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style.

   b For all other "covered" "buildings" or structures, the cost of repairing or rebuilding at the same site a "building" or structure of the same height, square footage, style and quality as the "covered" property at the time of the loss or damage.

6. If the property is not repaired or replaced, we will not pay more for loss or damage to “covered” property, including loss caused by enforcement of or compliance with an ordinance or law, than the “actual cash value” of the “covered” property at the time of the loss or damage.

7. We will not pay for the cost of compliance with any ordinance or law that requires:

   a. Repairing, remediating, or tearing down property due to “contaminants” or “pollutants” or resulting from the presence or spread of “fungus”, wet or dry rot, viruses, bacteria, or other microorganisms; or,

   b. Testing for, monitoring, or cleaning up “pollutants”, “contaminants”, wet or dry rot, “fungus”, viruses, bacteria, or other microorganisms.

P. Limited Coverage for Unscheduled “Buildings”

For unscheduled "buildings” not on the Statement of Values, coverage will be provided up to $1,000,000 for a covered loss.

It is a condition of this coverage that the “buildings” be scheduled when discovered. In addition, you must pay any unpaid premium on the unscheduled “buildings” back to policy inception.

This coverage does not apply when:

1. The insured intentionally left the "buildings” unscheduled; or

2. The insured could have discovered with reasonable diligence that the "buildings” had unintentionally been left unscheduled.

This provision does not apply to “buildings” or structures acquired by you during the policy period as coverage for these items is provided in Section IV.O.in this policy.

Q. Electronic data processing equipment, “electronic data” and “computer programs” consisting of the following:

1. Electronic data processing equipment owned by or leased to you, including its component parts and similar property of others for which you are legally liable;

2. Your “electronic data”, “computer programs” and similar property of others for which you are legally liable.

3. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents that were converted to “electronic data”.

4. We will also pay for:

    a. Expenses necessary to research and recreate lost “electronic data”;

    b. Expense for copying lost “electronic data” from available secondary sources.

5. We will not cover:

    a. “Electronic data” or “computer programs” which cannot be replaced with others of the same kind or quality;

    b. Losses caused by errors, omissions, or negligence in processing or copying; or,

    c. Accounts that are your records of accounts receivables.

R. Fire Department Charges.

We will reimburse you for charges of fire departments involved in containing a fire or other “covered” loss to which this insurance applies. No deductible applies to this reimbursement.

S. Asbestos Cleanup, Abatement and Removal.

We will pay up to $5,000,000 for your expense to clean up, abate, or remove from “covered” property asbestos particles that are discharged, dispersed, or released, subject to the following conditions:

1. The discharge, dispersal, or release must occur as a result of a covered peril.

2. Covered damages before the cost of the asbestos cleanup, removal, or abatement must exceed the policy deductible.

3. The discharge, dispersal, or release must occur accidentally and begin and end within 72 hours.

4. The discharge, dispersal, or release must not be the result of planned building renovation, remodeling or demolition activities.

T. Service Dogs and Horses.

Service dogs and horses are considered to be destroyed if, because of injury, the dog or horse is not able to perform the dog's or horse's normal functions and there is no reasonable prospect that the dog or horse will be able to do so.

1. For service dogs and horses that are destroyed in the scope of their duties, we will pay for the cost to replace the dog or horse and the cost of any necessary training.

2. We will pay the cost of necessary treatment and care to enable the dog or horse to resume performing the dog's or horse's normal functions. We will not pay the cost of treatment and care to treat and prevent disease. This coverage does not apply to mortality, injury, or sickness from causes outside the scope of duties of the service dog or horse.

   The maximum amount we will pay per service dog or horse is the lesser of $50,000 or the total of the expenses related to the replacement of the dog or horse plus expenses for the care or treatment of the service dog or horse. A deductible of $1,000 will apply to this coverage on a per "occurrence" basis.

U. We will pay the reasonable and necessary expenses we require you to incur for the documentation of an "occurrence". The most we will pay for these expenses is $50,000.

This coverage does not apply to any expenses incurred by "you" for any insurance adjusters, consultants, attorneys retained by you or any work performed by their subsidiary or affiliate.

V. We will pay for reasonable and necessary architectural design and engineering fees associated with an "occurrence". The most we will pay for this coverage is $250,000.

W. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.

1. The coverage described in Paragraph 2. below only applies when: a) the "fungus", wet or dry rot, virus, bacterium or other microorganism is the result of one or more of the "specified causes of loss", other than fire or lightning; b) the "specified causes of loss" occurs during the policy period; and c) you took all reasonable measures to protect the property from additional damage during and after the "occurrence".

2. We will pay for direct physical loss or damage caused by "fungus", wet or dry rot, virus, bacterium or other microorganism subject to the coverage limits specified in Paragraph 3 of this Limited Coverage. For purposes of this paragraph, the term "loss or damage" includes costs necessarily incurred to:

   a. Eradicate the "fungus", wet or dry rot, virus, bacterium or other microorganism;

   b. Access the part of the "building" or other property where the "fungus", wet or dry rot, virus, bacterium or other microorganism is located; and

   c. Test to ensure that the "fungus", wet or dry rot, virus, bacterium or other microorganism has been successfully eliminated.

3. We will pay no more than $25,000 for each "covered" loss under Paragraph 2. We will pay no more than $50,000 for the total of all occurrences of "covered" losses under Paragraph 2. During any annual policy period, regardless of the number of claims made. We will pay no more than $25,000 for a particular "specified causes of loss" which results in "fungus", wet rot, dry rot, virus, bacterium or other microorganism even if the "fungus", wet rot, dry rot, virus, bacterium or other microorganism remains present through multiple policy periods or reappears in subsequent policy periods.

4. This coverage does not increase the amount we will pay for loss or damage to "covered" property above the limits referenced in **Section** III – **Amount of Coverage.** We will not pay more than the limits set forth in **Section III - Amount of Coverage** even if loss or damage results from more than one cause, including "fungus", wet rot, dry rot, virus, bacterium or other microorganism.

   If there is a "covered" loss or damage not caused by "fungus", wet rot, dry rot, virus, bacterium or other microorganism, payment for that loss will not be limited by this coverage unless "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage. To the extent that "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage, payment for that increase is limited by the terms of Paragraph 3.

5. The following additional condition applies to losses “covered” under **Limited Coverage For “Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** when the policy includes the Business Income Endorsement: The “specified causes of loss” definition will apply to any loss arising from "fungus", wet or dry rot, virus, bacterium or other microorganism that is “covered” under Paragraph **B**. **Limited Coverage For “Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** and under the Business Income Endorsement.

X. “Fine Arts”. We will only provide coverage for “Fine Arts” subject to the following:

   1. We will not pay more than $50,000 for any one “Fine Arts” unless you insure those items for specific amounts by purchasing an Agreed Value Fine Arts Endorsement.

   2. The most we will pay for each item covered under this additional coverage shall not exceed the lesser of the following amounts:

      a. $50,000;

      b. The cost of replacing the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site; or

      c. The amount actually spent repairing your damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years from the date of the loss or damage, unless the time is extended in writing by us.

   3. **SECTION VII-Basis of Recovery** does not apply to this additional coverage.

Y. “Flood”. We will provide coverage for loss due to “flood”, subject to the following limitations:

   1. This Additional Coverage does not apply to loss at any property located in a designated flood plain, special flood hazard area (SFHA) or 100 year flood plain with a prefix of “A” or “V” – as specified and defined by the National Flood Insurance Program (NFIP).

      The most we will pay under this Coverage is $5,000,000 per policy period.

Z. “Pollutants” or “Contaminants”. We will pay no more than $2,000,000 for reasonable and necessary expenses incurred for removal, disposal or clean-up of actual "pollutants" or "contaminants" from land or water at an insured location and due to "specified causes of loss". The release, emission, leakage or spreading of "pollutants" or "contaminants" must be caused by a loss not otherwise excluded.

The most we will pay in each annual policy period under this coverage is $2,000,000 for all “specified causes of loss”.

All expenses must be reported to us within 180 days after the date of the "specified causes of loss" to be eligible for this coverage. We will not pay for costs of testing for "pollutants" or "contaminants" unless such testing is performed while the "pollutants" or "contaminants" are being removed from the land or water. We will not pay for costs of monitoring "pollutants" or "contaminants" or determining the extent of pollution or contamination.

AA. Emergency Response Equipment

Emergency response equipment contained within or on an emergency response vehicle that is not affixed or attached is covered as personal property subject to a $1,000 deductible per occurrence regardless of any other applicable deductible.

FF. We will pay not more than $5,000,000 per policy period for:

1. Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes.
2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.
3. Landslide, meaning the rapid downward movement of a mass of rock, earth or artificial fill on a slope.
4. Mine Subsidence, meaning lateral or vertical ground movement caused by a failure initiated at the mine level of man-made underground mines, including but not limited to coal, clay limestone and fluorspar mines.

All Earthquake shocks, Volcanic Eruptions, Landslides or Mine Subsidence ground movements that occur within any 168-hour period will constitute a single Earthquake, Volcanic Eruption, Landslide or Mine Subsidence.

The following additional exclusions apply to this coverage:

1. This insurance for Earthquake, Volcanic Eruption, Landslide and Mine Subsidence does not apply to, or modify any limits or deductibles that apply to:
   a. The insurance otherwise provided for loss or damage by fire or explosion that results from an Earth Movement, other than Volcanic Eruption, and for loss or damage by fire, building glass breakage or “volcanic action” that results from a Volcanic Eruption; or
   b. Any other Insurance provided for loss or damage to which Earth Movement exclusion does not apply.
2. This insurance will not pay for loss or damage caused by or resulting from any Earthquake, Volcanic Eruption, Landslide or Mine Subsidence that begins before the inception of this insurance.
3. This insurance does not apply to the cost of restoring or remediating land or to loss resulting from the time required to restore or remediate land.

SECTION V – PROPERTY NOT “COVERED”

The following are not “covered” property unless specifically added or endorsed to this policy:

A. Land, water, crops, and standing or cut timber, wherever located.

B. Cost of excavation, grading or filling not related to an “occurrence”.

C. Underground and buried cables, pipes, flues or drains, underground storage tanks and tunnels including those that are part of your storm, water or sewer systems, located more than 1,000 feet, on the horizontal, from a “covered” “building” or structure, except underground and buried pipes, flues or drains that are:

   1. Part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station premises; or

   2. Part of a geothermal heating and cooling system.

D. Those portions of sidewalks, bridges (including roadway/vehicular bridges and railroad bridges), roadways, culverts, paved surfaces, and associated guard rails located more than 100 feet from a “covered” “building” or structure, except for bridges that are:

   1. Bridges used exclusively for pedestrian traffic.

E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden.

F. Railroads, meaning trackage, beds, ties and railroad bridges.

G. Aircraft, except for drones, and vehicles licensed for road use.

H. Animals and livestock, except for service dogs and horses.

I. “Money” and “securities”, including postage stamps and food stamps, deeds, evidence of debt, or accounts receivable.

J. Overhead or suspended transmission, distribution, or conductor lines of all types.

K. “Buildings” and structures, including property contained within a “building” or structure, “vacant” for more than sixty (60) consecutive days before the loss or damage occurs. However, this paragraph only applies to the perils of: vandalism; sprinkler leakage or “water damage”, unless you have used reasonable means to protect the sprinkler or plumbing system against freezing; building glass breakage; theft; or attempted theft. For all other perils “covered”, loss adjustment shall be on an "actual cash value" basis for the "vacant" building, personal property and “Property in the Open” within 1,000 feet of the "vacant" building.

SECTION VI – LOSSES EXCLUDED

A. We will not pay for loss or damage caused directly or indirectly by, based upon, or arising out of any of the following:

   1. Wear and tear; improper maintenance; extremes of temperatures unless you exercised due diligence with respect to maintaining the proper temperature for the property involved; dampness or dryness of atmosphere; deterioration; rust or corrosion; disease; inherent vice; inherent or latent defect; contamination; smog; smoke, vapor or gases from agricultural or industrial operations; error, omission, or deficiency in design, specifications, workmanship or materials; settling, cracking, shrinkage, bulging or expansion of pavements, sidewalks, foundations, walls, floors, roofs, or ceilings; insects, or birds; “malicious programming”; unless loss by a peril not excluded in this policy results, and then we will be liable for only such resulting loss.

   2. Unexplained or mysterious disappearance of any property or shortage disclosed upon taking inventory.

3. Dishonest or criminal act committed by you or any “employee(s)” acting alone or in collusion with others whether or not occurring during the hours of employment. However, if a criminal act results in a "specified causes of loss”, we will pay for the loss or damage caused by that "specified causes of loss”.

4. Release, emission, leakage or spreading of "pollutants" or "contaminants", subject to the following:

   a. This exclusion does not apply:

      1) If the release, emission, leakage or spreading of "pollutants" or "contaminants" is caused by a "specified causes of loss"; or

      2) To chemical damage to glass;

   b. When a release, emission, leakage or spreading of "pollutants" or "contaminants" results in a "specified causes of loss", the loss or damage caused by that "specified causes of loss" is a "covered" loss.

5. An "occurrence", condition, or explosion within any steam boiler, steam generator, steam turbine, steam engine, or steam piping that you own, lease, or operate. However, we will pay for loss or damage resulting from:

   a. Fire;

   b. Combustion explosion; or

   c. Explosion of fuels or gases within the furnace of a fired vessel or the adjoining flues or passages.

6. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; except when such condition results from a fire or explosion. However, if a loss by a peril not otherwise excluded in this policy results, we will be liable for only such resulting loss.

7. Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force. However, if a loss by a peril not otherwise excluded in this policy results, we will then be liable for only such resulting loss.

   EXCEPTION: If mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

8. Animal or insect nesting, infestation, or waste.

9. Any loss arising out of any act committed:

   a. By or at the direction of an insured; and

   b. With the intent to cause a loss.

10. Interruption of utility services related to overhead transmission lines or satellites

B. Loss or damage based upon or arising out of any of the following causes is excluded, whether such cause is direct or indirect. This exclusion applies even when another cause contributes concurrently or in any sequence to the loss or damage.

   1. Nuclear reaction, nuclear radiation, or radioactive contamination. However, we will pay for loss or damage due to fire caused by nuclear reaction, nuclear radiation, or radioactive contamination.

   2. Wet rot, dry rot, or “fungus”. But we will pay for loss or damage caused by:

a. “specified causes of loss” that resulted from wet rot, dry rot or “fungus”;

b. fire; or

c. lightning.

For causes of loss other than fire or lightning, coverage is governed by **SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE** Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium and Other Microorganism.**

3. Virus, Bacterium, or other microorganism, except to the extent that coverage is provided in Item AA. **Limited Coverage For “Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.**

4. “Flood”, including spray from any “flood”, whether driven by wind or not, unless otherwise provided under **SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE.**

5. Water below the surface of the ground including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements, or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls, or floors; unless loss by fire, sprinkler leakage or explosion (not excluded in this policy) results, then we will pay for only such resulting loss.

   EXCEPTION: We will provide coverage for sewer, septic system or sump pump backup that is contained within a “building” or structure.

6. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in hindering or defending against any of these.

7. Failure by you to take all reasonable measures to prevent further property damage during and after a loss.

SECTION VII – BASIS OF RECOVERY

Replacement of property “covered” by Section IV of this policy shall be based upon “replacement cost” (without deduction for depreciation) of those items to which this policy applies unless otherwise limited by other provisions of this policy, by endorsement or the following:

A. The most we will pay for loss or damage to “covered property” other than a “historical building” shall not exceed the lesser of the following amounts:

   1. The policy limits of your coverage under this agreement.

   2. The amount incurred to repair or replace the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site.

   3. The amount incurred to repair or replace the damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.

   4. The “actual cash value” of the property at the time of loss or damage unless it is repaired or replaced subject to the following.

      a. If you do not provide us with written notice of your intent to repair or replace the damaged “covered” property within 180 days of the date of loss, then you will receive “actual cash value”.

      b. If you receive a settlement on an “actual cash value” basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged “covered” property; or

c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the “actual cash value” of the property at the time of loss or damage.

B. With respect to a “historical building”, our liability for “covered” loss or damage shall not exceed the lesser of the following amounts:

1. The policy limits of your coverage under this agreement.

2. If the “historical building” is a total loss:

   a. The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or

   b. If an ordinance or law requires relocation to a different site, the cost of repairing or replacing at the new site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure.

3. The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style. We will not pay for expenses incurred more than two (2) years after the loss unless the time is extended in writing by us.

4. The “actual cash value” of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

   a. If you do not provide us with written notice of your intent to repair or replace the damaged “covered” property within 180 days of the date of loss, then you will receive “actual cash value.”

   b. If “you” receive a settlement on an “actual cash value” basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged “covered” property; or.

   c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the “actual cash value” of the property at the time of loss or damage.

C. The most we will pay for diminution of value to property caused by “cosmetic damage” from a “covered” peril, shall not be more than 5% of the “actual cash value” of the damage, subject to the following:

1. No payment shall be made under this provision if any other payment is made for any other damage associated with the insured property.

2. Payments made under this provision shall only be paid one time per insured building, regardless of the number of occurrences during the policy period.

3. Any payment for damages under this provision, in any prior policy period, precludes all future payments under this provision.

SECTION VIII – CONDITIONS

This policy is subject to the following conditions:

A. **Other Insurance**. If there is other insurance covering loss to the property from any peril(s) insured against under this policy, we will not be liable under this policy until such other insurance has been exhausted. We shall not be liable for payment of deductibles under other policies.

B. **Cancellation and Nonrenewal.** You may cancel this policy at any time by giving us written notice or returning the policy to us and stating at what future date coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the declarations. If the notice is mailed, it will be by first class mail. Proof of delivery of mailing is sufficient proof of notice.

If this policy is in effect for less than 60 days, we may cancel you for any reason.

If this policy has been in effect 60 days or more or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date unless:

1. The premium has not been paid when due;

2. We discover material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy,

3. There has been a substantial change in risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or

4. There have been substantial breaches of contractual duties, conditions or warranties.

If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

If we cancel or non-renew this policy at the anniversary date, we will give you at least 60 days advance notice.

Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

C. **Renewal.** If we decide to renew or amend this policy at the anniversary date with terms less favorable to you or at a higher premium, we will give you notice of the altered terms at least 60 days prior to the renewal or anniversary date. Our notice will be delivered or mailed by first class mail.

A notice is not needed if it involves a premium increase and the premium increase:

1. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

2. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in classification or the units of exposure, or increased policy coverage.

D. **Change in Use or Occupancy**. If your use or occupancy of any “building” or structure “covered” by this policy changes, you must notify “us” of such change in use or occupancy at renewal.

E. **Appraisal.** In the event that you and we disagree as to the value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser within twenty days of such demand. These two appraisers will then select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of you or we, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located.

The appraisers will appraise the loss, stating separately the value and damage. Failing to agree, they will submit their differences to the umpire. A decision agreed to, in writing and filed with us, by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

2. Bear the other expenses of appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim.

F. **Options.** In the event of a loss or damage to “covered” property we will, at our option, decide whether to:

1. Pay based on the cost to repair or replace the damaged “covered” property; and/or

2. Retain salvage rights to the damaged “covered” property.

G. **Abandonment.** There may be no abandonment of any property to us.

H. **When Losses Will Be Paid.** We will pay for covered loss or damage within 30 days after we receive the Sworn Statement in Proof of Loss, provided you have complied with all of the terms of this policy, and (1) we have reached agreement with you on the amount of loss; or (2) a valid Appraisal Award has been rendered.

I. **Loss Payable.** Loss will be adjusted with and payable to you except with regard to loss of property in which others have an insurable interest identified in this policy as owner(s), mortgagee(s), or loss payee(s), at which time the loss will be adjusted with you and payable to you and such other owner(s), mortgagee(s), or loss payee(s) as designated.

J. **Subrogation.** Upon payment to you by us, we acquire all rights of recovery you have or may have against any party, to the extent of such payment. We will not be entitled to recover until you have been made whole. Any waiver of subrogation made by you on or after the effective date of this policy to insure your property through us is not binding on us and will not affect our rights of recovery against any party to the extent of any payment by us to you.

K. **Liberalization.** Any change we make to this coverage form during the policy period, or the 45 days preceding it, that expands the coverage provided by this policy and that does not require the payment of additional premiums will be included in the policy.

L. **Suit Against Us.** No suit to recover any loss may be brought against us unless:

1. The terms of the property coverage have been fully complied with; and

2. The suit is commenced within one year after the loss.

If any applicable law makes this limitation invalid, then suit must begin with the shortest period permitted by the law.

M. **Assignment.** Assignment of this policy will not be valid except with the written consent by us.

N. **Premium Adjustment:**

Only endorsements adding or deleting a coverage components, during the policy period, resulting in a net premium adjustment will be charged or credited to the insured. These premium adjustments will be charged or credited on a pro-rata basis from the effective date of the endorsement.

O. **No Benefit To Bailee**:

No one, other than the policyholder, who has custody of the "covered" property is entitled to the benefits of this policy.

P. **Inspections and Surveys.** You grant us the right to have rating, advisory, rate services or similar organizations make insurance inspections and surveys and create reports or recommendations on our behalf. The decision to make any inspections and surveys or to issue reports or recommendations is at our sole discretion. The activities of these organizations are for our benefit in establishing premiums but may incidentally indicate possible improvements to your business activities.

These inspections and surveys are not intended to benefit you, your employees, or the public and should not be relied upon in lieu of conducting your own health and safety inspections. Neither we nor any organization performing an inspection or survey on our behalf warrants that conditions on your premises are safe or healthful or that they comply with applicable laws, regulations, or safety standards.

Q. **Duties In The Event Of Loss or Damage**

You must see that the following are done in the event of loss or damage to "covered" property:

1. Notify the police if a law may have been broken.

2. Give us prompt notice of the loss or damage including a description of the property involved.

3. As soon as possible, give us a description of how, when and where the loss or damage occurred.

4. Take all reasonable steps to protect the "covered" property from further damage, and keep a record of your expenses necessary to protect the "covered" property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a "covered" peril. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

8. Cooperate with us in the investigation or settlement of the claim.

9. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

SECTION IX – DEFINITIONS

A. “Actual cash value” means the cost (new) to replace the structure with one of like kind and quality less physical depreciation and obsolescence as determined by Wisconsin's Broad Evidence Rule.

B. “Builders risk property” means:

1. “Buildings”, structures or “Property in the Open” in the course of construction;

2. “Building materials”;

3. Foundation of a “building”, structure or “Property in the Open” in the course of construction;

4. Addition to an existing “building”, structure or “Property in the Open”;

5. Temporary structures built or assembled on the premises", including cribbing, scaffolding, signs, fences, and construction forms used in the course of construction or alterations or repairs of the "builders risk property"; and

6. Underground and buried pipes, flues or drains but not including those that are part of your storm, water or sewer systems.

C. "Building" or "buildings" means:

1. Any structure that exhibits two or more of the following characteristics;

   a. Structural walls and roof covering

   b. Some form of permanent foundation (post, block, slab or sub-grade)

   c. Permanent utility services (electrical service, heating ventilation or air conditioning or plumbing)

2. Completed additions;

3. Permanently installed fixtures, machinery and equipment;

4. Communication towers 100 feet or greater in height;

5. Electrical substations, including control structures, transformers, distribution equipment and related structures located within the substation area;

6. Lift stations, wells or pumping locations;

7. Permanent water storage tanks and towers;

8. Wastewater lagoons, including: plastic, synthetic, clay or other lagoon liners, lagoon riprap and soil/subsoil embankments;

9. Gas reduction or odorizing stations; or

10. Underground and buried pipes, flues or drains that are part of a geothermal heating or cooling system, or part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station, but not including those that are part of your storm, water or sewer systems.

D. "Building materials" means unattached materials and supplies, fixtures and machinery, and equipment used to service the "buildings", structures or "Property in the Open" that are intended for use in the construction or occupancy of the "buildings", structures or "Property in the Open". "Building materials" also includes "building materials" in the custody of the contractor or subcontractor intended for use in the construction or occupancy of the "building", structure or "Property in the Open" if not covered by other insurance.

E. "Computer program(s)" means a sequence of instructions that performs a specific task when executed by a computer or device connected to it.

F. "Contaminants" means mixture or contact with an impure or a foreign substance which, when introduced to the property, injures the property's usefulness.

G. "Cosmetic Damage" means the disfiguring, blemishing, tarnishing, denting or other outward damage that changes the appearance of insured property, but does not impair its ability to function as intended.

H. "Covered" means insured by us under this policy.

I. “Electronic data” means facts, information, documents, records or “computer programs” stored on, used on, or transmitted to or from electronic devices, equipment or media.

J. “Employee(s)” means any partner, member, officer, manager, employee (including leased employees), director, trustee, or official.

K. “Extra Expense” means the excess (if any) of the total cost incurred during a reasonable time period while the property is being restored, chargeable to your “operations”, over and above the total cost that would normally have been incurred to conduct your “operations” during the same period had no damage or destruction occurred.

L. “Fine Arts” means works of art, museum collections, limited production collectibles, historical value items, antiques or rare articles, including etchings, pictures, photographs (negatives and positives), lithographs, gallery proofs, original records, statues, sculptures, and similar property.

M. “Flood” means a general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area or of 2 or more properties (at least 1 of which is the policyholder's property) from:

1. Overflow of inland or tidal waters; or

2. Unusual and rapid accumulation or runoff of surface waters from any source; or

3. Mudflow; or

4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.

N. "Fungus" means mold, mildew, or any other type of fungus, including mycotoxins, spores, odors or byproducts arising out of the current or past presence of a fungus.

O. “Historical building” means any “building” or structure listed by the Wisconsin State Historical Society on the Wisconsin State and National register of historic places.

P. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system. that results in the distortion, corruption, manipulation, copying, deletion, destruction, slowing down, restriction of access or withholding of that "electronic data" or computer system.

Q. “Money” means currency (electronic and government issued), coins, bank notes, bullion, travelers checks, registered checks and money orders (including those held for sale to the public).

R. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions within a 72-hour period, which results in property damage during the policy period.

S. “Operations” means the performance of your functions and duties at the insured premises.

T. “Property in the Open” means mobile or permanently affixed personal property designed to be left exposed to the elements and outside of a covered building.

U. “Pollutants” means largely undesirable substances, irritants, “contaminants”, chemicals or waste products that interfere with human comfort or health or that adversely affect the air, soil, water or other natural resources.

V. “Replacement Cost” means the cost to repair or replace (new) the property with like kind and quality.

W. “Securities” means all negotiable and non-negotiable instruments or contracts representing either “money” or other property and includes revenue stamps, food stamps, and other stamps in current use; tokens and tickets.

X. “Sinkhole collapse” means the abrupt settlement, systematic weakening or collapse of the land supporting a covered “building” that results from simultaneous movement of soil, sediment or rock into subterranean voids created by the effect of water on a limestone or similar rock formation. "Sinkhole collapse" does not include collapse of the land into manmade underground cavities or ordinary settling or cracking of the covered “building” or its foundation.

Y. “Specified causes of loss” means the following: upset, collision, impact, or overturn of aircraft or vehicles; civil commotion; explosion; fire; hail; leakage from fire extinguishing equipment; lightning; riot; “sinkhole collapse”; smoke; vandalism; volcanic action; “water damage”; weight of snow, ice or sleet; windstorm. It also means falling objects, not including loss or damage to “Property in the Open” or to the interior of a “building” or its contents if the exterior of the “building” remains undamaged by the falling objects.

Z. “Vacant” means:

1. Unoccupied or unused “building” for more than sixty (60) consecutive days

2. If you are a tenant of a unit or suite leased to you that does not house sufficient personal property to allow you to conduct your normal business “operations”.

3. If you are an owner or general lessee of a “building”, less than 31 % of the total square footage of your “building” is used by an owner, a lessee, or a sub-lessee to conduct its normal business “operations”.

   “Buildings”, units, suites or structures under construction or renovation are not considered “vacant”.

   A suspension of “operations” or period of inactivity during part of each year which is usual and incidental to the described occupancy of the “building”, unit, suite or structure shall not be deemed “vacant”.

   Change of occupancy shall be recognized by us only if formal action changing the occupancy of the “building”, unit, suite or structure was taken by your governing board prior to the loss.

AA. “Valuable Records” means inscribed, printed, or written documents; manuscripts or records, including abstracts, books, deeds, drawings, films, maps, and mortgages. “Valuable Records” does not mean your accounts receivables, “money” or “securities”.

BB. “Water damage” means the accidental escape of water or steam from a plumbing system, HVAC system, or appliance on your insured premises as a direct result of the breakdown or failure of that system or appliance. “Water damage” does not include accidental discharge or overflow of water from a sump system.

This policy is made and accepted subject to the foregoing provisions together with such other provisions and agreements as may be added by endorsement.

SECTION X. DEFINITION OF "CONTRACTORS EQUIPMENT"

The following items are "Contractors Equipment" and must be scheduled to have coverage in excess of the $25,000 provided in **Section IV.J**:

Airport Equipment
- Aircraft Servicing Equipment
- Fire Fighting Equipment
- Snow Removal

Equipment
Asphalt/Concrete Plants
All-Terrain Vehicles
Augerminer
Back Hoes
Boats/Motors
Booster Heaters
Boring Machines
Brush Burners
Cement Mixers
Chippers
Choppers
Compaction Equipment Pneumatic
- Rollers
- Steel Wheel Rollers
- Tamping Compactors
- Vibratory Compactors

Concrete Saws
Conveyors
Core Drill
Cranes
Crack Melter
Crushing & Aggregate
Discs
Ditchers
Draglines
Drones
Earth Moving Equipment
- Crawler Loaders
- Loader - Backhoes
- Motor Graders
- Motor Scrapers
- Rubber-Tired Loaders
- Wheel Tractors

End Loader Type
Equipment Derricks
Equipment Excavating
Excavators

Farm Equipment
- Balers
- Combines
- Cultivators
- Harvesters
- Haybines
- Planters
- Spreaders
- Forklifts

Golf Carts
Grinders
Hauling Equipment (off Highway)
- End Dumps
- Hoisting Machines
- Honey Wagons

Hydraulic Breaker
Lake Treatment Equipment
- Barges
- Lake Sprayers
- Weed Harvesting Equipment

Leaf Suckers
Lifts
Loaders
Mowers
Mulchers
Painting Machines
Paving Equipment
- Base Plants
- Finishers
- Distributors
- Mixers
- Profilers
- Plants
- Rippers
- Screeners
- Spreaders
- Surge Bins
- Scarafiers
- Asphalt Heaters
- Tar Kettles
- Tumblers
- Transit Mixers

Personal Watercraft
Pile Driving Equipment
Pipeline Equipment
Plow Blades
Plow Wings

Portable Equipment
- Compactors
- Compressors
- Excavators
- Generators
- Pumps
- Scales
- Stages
- Tanks
- Turbines
- Water Blaster

Pulvi-Mixers
Railroad Equipment
- Railroad Cars
- Railroad Engines
- Track Service Vehicles

Road Equipment
- Flushers
- Graders
- Oilers
- Scrapers
- Rollers
- Sweepers
- Spreaders
- Shoulder Machines

Robots
Rock Pickers
Road Wideners
Sand Blasters
Seeders
Sewer Jetters
Sewer Rodders
Shovels
Sludge Trucks
Sludge Injectors
Snow Grooming Equipment
Snow Blowers
Snowmobiles
Sprayers
Street Sweepers
Stump Cutters
Stump Pullers
Surge Bins
Tractors (including riding lawnmowers)
Trailers
Tree Movers/Planters
Valve Operator
*Vehicles
Water Wagons
Welders
Windrow Eliminators
Windrower

Attachments related to the operation of the property listed above need not be scheduled. They are covered as part of the basic power unit.

*Vehicles designed for road use, but not licensed, because of specialized use. Attachments to vehicles licensed for road use such as wing blades, snowblades, and sanders are Contractors Equipment.

MUNICIPAL PROPERTY INSURANCE COMPANY

JOINT LOSS AGREEMENT ENDORSEMENT

This endorsement applies in the event of damage to or destruction of property at a location designated in this policy and also designated in a Boiler and Machinery Insurance Policy(ies) and there is a disagreement between the insurers with respect to:

1. Whether such damage or destruction was caused by a peril insured against by this policy or by a peril insured against by such Boiler and Machinery Insurance Policy(ies) or
2. The extent of participation of this policy and of such Boiler and Machinery Insurance Policy(ies) in a loss which is insured against, partially or wholly, by any or all of said policies.

We shall, upon written request of you, pay you one-half of the amount of the loss which is in disagreement, but in no event more than we would have paid if there had been Boiler and Machinery Insurance Policy(ies) in effect, subject to the following conditions:

The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by you and the insurers, is limited to the minimum amount remaining payable under either this or the Boiler and Machinery Policy(ies);

1. The Boiler and Machinery insurer(s) shall simultaneously pay to the insured one-half of said amount which is in disagreement;
2. The payments by the insurers hereunder and acceptance of the same by you signify the agreement of the insurers to submit to and proceed with arbitration within 90 days of such payments; the arbitrators shall be three in number, one shall be appointed by the Boiler and Machinery insurer, one shall be appointed by us, and the third appointed by consent of the other two. The decision by the arbitrators shall be binding on the insurers and judgement upon such award may be entered in any court of competent jurisdiction;
3. You agree to cooperate in connection with such arbitration but not to intervene therein;
4. The provisions of this endorsement shall not apply unless such other policy(ies) issued by the Boiler and Machinery insurance company(ies) is similarly endorsed; and
5. Acceptance by you of some payment pursuant to the provisions of this endorsement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of you against any of the insurers.

MUNICIPAL PROPERTY INSURANCE COMPANY

LOSS PAYABLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

Loss, if any, shall be adjusted with the Named Insured and shall be payable to the Named Insured and the Loss Payee, as indicated below, as their interests may appear:

Name and address of Loss Payee:

Per schedule on Declarations Page, MPIC-002LP(11/23)

Named Insured:

Per Declarations Page attached.

MUNICIPAL PROPERTY INSURANCE COMPANY
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded for nuclear reaction, radiation or contamination; losses due to war, warlike action, insurrection, rebellion and revolution; or, action taken by governmental authority.

MUNICIPAL PROPERTY INSURANCE COMPANY

BUSINESS INCOME ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Coverage

1. **“Business Income”**

   a. We will pay for the actual loss of “Business Income” you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property, or loss of utility services except related to overhead power lines or satellites, at premises which are described in the Statement of Values and for which a “Business Income” Coverage limit is shown in the Declarations. The loss or damage must be caused by or result from a "covered" peril. With respect to loss of or damage to “Property in the Open” or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.

   With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises includes:

   i. The portion of the building which you rent, lease or occupy; and

   ii. Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described “premises.”

   b. We will only pay for loss of “Business Income” that you sustain during the “period of restoration” and that occurs within 12 consecutive months after the date of direct physical loss or damage or the date of loss of utility services.

2. **Perils Covered, Losses Excluded and Property Not Covered**

   a. See the applicable Section of the policy.

   b. Additionally, “Business Income” losses resulting from an insureds inability or failure to generate or distribute electricity are excluded.

3. **Additional Coverage - Interruption of Computer Operations**

   Coverage for “Business Income” does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption of Computer Operations or under the Coverage of Computer-Related Losses Endorsement.

1. **Additional Coverages**

   a. **Expenses To Reduce Loss**

   In the event of a covered loss of “Business Income”, we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of “Business Income”. The total of our payment for “Business Income” loss and Expenses to Reduce Loss will not be more than the “Business Income” loss that would have been payable under this endorsement if the Expenses To Reduce Loss had not been incurred. This coverage does not increase the Coverage limit.

   b. **Civil Authority**

   In this coverage – Civil Authority, the described premises are premises to which this endorsement applies, as shown in the Declarations. When a "covered" peril causes damage to property other than property at the described premises, we will pay for the actual loss of “Business Income” you sustain caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

   i. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

   ii. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the "covered" peril that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

   Civil Authority Coverage will begin at the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

   c. **Alterations And New Buildings**

   We will pay for the actual loss of “Business Income” you sustain due to direct physical loss or damage at the described premises caused by or resulting from any "covered" peril to:

   i. New buildings or structures, whether complete or under construction;

   ii. Alterations or additions to existing buildings or structures; and

   iii. Machinery, equipment, supplies or building materials located on or within 1000 feet of the described premises and:

      1. Used in the construction, alterations or additions; or

      2. Incidental to the occupancy of new buildings.

   If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

   d. **Extended “Business Income”**

If the necessary "suspension" of your "operations" produces a “Business Income” loss payable under this policy, we will pay for the actual loss of “Business Income” you incur during the period that:

i. Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and

ii. Ends on the earlier of:

   1. The date you could restore your "operations", with reasonable speed, to the level which would generate the “Business Income” amount that would have existed if no direct physical loss or damage had occurred; or

   2. 30 consecutive days after the date determined in **i.** above.

However, Extended "Business Income” does not apply to loss of “Business Income” incurred as a result of unfavorable business conditions caused by the impact of the "covered" peril in the area where the described premises are located.

Loss of “Business Income” must be caused by direct physical loss or damage at the described premises caused by or resulting from any "covered" peril. This coverage does not apply to loss of utility services.

e. **Interruption of Computer Operations**

i. Under this Additional Coverage, "electronic data" has the meaning described under **E. Definitions**

ii. Subject to all of the provisions of this coverage, you may extend the insurance that applies to “Business Income” to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a "covered" peril.

iii. With respect to the coverage provided under this coverage, the perils "covered" are subject to the following:

   1. Coverage under this Additional Coverage – Interruption of Computer Operations is limited to the "specified causes of loss".

   2. There is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system, unless otherwise provided for in this policy.

iv. The most we will pay under this Additional Coverage – Interruption of Computer Operations is $2,500 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.

v. This Additional Coverage – Interruption in Computer Operations does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in **iv.** above has not been exhausted.

2. **Coverage Extension**

   You may extend the insurance provided by this endorsement as follows: **NEWLY ACQUIRED LOCATIONS**

   a. You may extend your "Business Income" Coverage to apply to property at any location you acquire other than fairs or exhibitions.

   b. The most we will pay for loss under this Extension is $100,000 at each location.

   c. Insurance under this Extension for each newly acquired location will end effective the date you terminate this insurance or at the first renewal of this policy that follows acquisition of the newly acquired location.

B. Limits of Insurance

The most we will pay for loss in any one occurrence is the applicable Coverage limit shown in the Declarations. Payments under the following Additional Coverages will not increase the applicable Coverage limit:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extended "Business Income"; or
4. Expenses To Reduce Loss.

The amounts of insurance stated in the Interruption of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Coverage limit(s) shown in the Declarations for any other Coverage.

C. Loss Conditions

The following loss conditions also apply to "Business Income" losses:

1. **"Business Income" Appraisal** If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss per the procedures established in the Item entitled Appraisal in the CONDITIONS section of the policy.

2. **"Business Income" Loss Determination**

   a. The amount of "Business Income" loss will be determined based on:

      i. The Net Income of the business before the direct physical loss or damage occurred;

ii. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses;

iii. The operating expenses, including payroll, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and

iv. Other relevant sources of information, including:

1. Your financial records and accounting procedures;

2. Bills, invoices and other vouchers; and

3. Deeds, liens or contracts.

b. We will reduce the amount of your "Business Income" loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

D. Additional Business Income Exclusion. We will not pay for:

1. Any increase in "Business Income" loss, caused by or resulting from:

a. Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons: or

b. "Suspension", lapse or cancellation of any license, lease or contract. But if the "suspension", lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your "Business Income" during the "period of restoration".

2. Any other consequential loss.

E. Definitions. The following definitions are added to the DEFINITIONS SECTION of the policy.

1. "Business Income" means the:

a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses; and,

b. Continuing normal operating expenses incurred, including payroll.

2. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of

related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

3. "Period of restoration" means the period of time that:

   a. In the event of a direct physical loss or damage,

      i. Begins at the time of direct physical loss or damage caused by or resulting from any "covered" peril at the described premises and

      ii. Ends on the earlier of:

         1. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and to a similar level of quality; or

         2. The date when business is resumed at a new permanent location.

   b. In the event of a loss of utility services,

      i. Begins at the time of the loss of utility services; and

      ii. Ends on the date that utility services are restored with reasonable speed.

   "Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

      i. Regulates the construction, use or repair, or requires the tearing down, of any property; or
      ii. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

   The expiration date of this policy will not cut short the "period of restoration."

4. "Specified causes of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; “virus”. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. Sinkhole collapse does not include the cost of filling sinkholes; or, sinking or collapse of land into manmade underground cavities.

5. "Suspension" means:

   a. The slowdown or cessation of your business activities; or

   b. That a part or all of the described premises is rendered untenantable.

6. “Virus” means a harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

MUNICIPAL PROPERTY INSURANCE COMPANY
EMPLOYEE TOOLS ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

With respect to employee tools covered by this endorsement, the following is changed:

I. **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE** is amended to include the following:

   HH. Employee Tools as scheduled on the declarations page under Employee Tools are "covered" property, subject to the maximum liability per employee listed and to the occurrence deductible listed on the declarations page.

MUNICIPAL PROPERTY INSURANCE COMPANY
CONTRACTORS EQUIPMENT
NEW REPLACEMENT COST COVERAGE ENDORSEMENT

Property "Covered"

This endorsement provides coverage only for the items which are shown on the attached schedule you provided. Coverage applies regardless of the location of the property.

Perils "Covered": This endorsement insures against all sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

Losses Excluded: See Section **VI** of the policy. Except exclusion **VI (B)** does not apply to “contractors Equipment”.

Additional Exclusion: This endorsement does not insure against loss or damage to tires or tubes unless the loss is coincidental with other loss or damage insured by this policy.

Basis of Recovery:

(1) Replacement Cost – See Section **VII** of basic policy. The recovery basis for property of others shall be "actual cash value" unless you have agreed to the “replacement cost” basis in a written contract.

For “contractors equipment” on the statement of value, we will pay the current “replacement cost” at the time of the loss even if the value shown was higher or lower than the current value at the time of loss.

MUNICIPAL PROPERTY INSURANCE COMPANY
BROAD FORM COVERAGE OF COMPUTER-RELATED LOSSES ENDORSEMENT

This endorsement modifies coverage provided under**:**

Municipal Property Insurance Company Policy MPIC-001

We will pay up to the amount stated on the Declarations Page, unless otherwise limited in this endorsement, for the cost to recover or replace your "electronic data" due to loss caused by the following

A. Impairment of computer services through inside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by an employee, contractor, or other authorized person to whom you have granted permission to access your computer system.

B. Impairment of computer services through outside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by any person to whom you have not granted permission to access your computer system.

C. Loss of communications services. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery' caused by the loss of "electronic data" due to an interruption in communications services to the described premises. The interruption must result from direct physical loss or damage caused by a "covered" peril to communications transmission lines, including fiber optic transmission lines, but excluding overhead transmission lines.

This coverage does not apply to losses caused by the following:

A. Governmental action relating to, or seizure of, the affected property.

B. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in defending against any of these.

C. Nuclear reaction, nuclear radiation, or radioactive contamination.

The following definitions apply to this coverage:

A. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

B. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system that results in the distortion, corruption, manipulation, copying, deletion, destruction, slowing down, restriction of access or withholding of that "electronic data" or computer system. It does not mean physical loss or damage to computers or computer systems.

C. "Period of recovery" means the period of time that:

   a. Begins at the time of direct loss of or damage to "electronic data" caused by or resulting from any peril "covered" by this endorsement; and

   b. Ends on the earlier of:

      i. The date when your operations are restored, with reasonable speed and diligence, to the condition that would have existed in the absence of the loss of "electronic data"; or

      ii. Sixty days after the date when, with reasonable speed and diligence, your computer system is restored to the functionality that existed prior to the loss.

   c. The expiration date of this policy will not cut short the "period of recovery."

Coverage Limitation

A. For occurrences from the restriction of access or withholding of “electronic data” or computer systems, MPIC will pay up to a maximum of $25,000 for all occurrences during the policy period.

MUNICIPAL PROPERTY INSURANCE COMPANY

Tax Lien Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

E. The most we will pay for a loss of property acquired through any statutory taking process is “actual cash value”. The “actual cash value” settlement amount will be inclusive of all applicable sub limits.

MUNICIPAL PROPERTY INSURANCE COMPANY

Leased Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

D. The most we will pay for a loss of leased property is “actual cash value”, unless the insured is contractually responsible for a different amount.

MPIC CLAIM REPORTING INFORMATION

Thank you for selecting the Municipal Property Insurance Company (MPIC) to be your property insurance carrier. We look forward to working with you should you have a claim. In the event you experience damage or circumstances that may result in a claim for damages, please provide notice to MPIC as promptly as possible, using the attached Loss Reporting Form.

Report a claim to us:

Fax, e-mail or mail the **Loss Reporting Form** (Word) to:

Fax: 612-766-3099

E-mail: **claims@mpicwi.com**

Mail: MPIC
9701 Brader Way, Ste. 301
Middleton, WI 53562

You may also call Jerry Parker at the following number:

Toll-Free Phone: 877-278-4165

Also, please note the following specific **Section VII - Basis of Recovery** and **SECTION VIII - Conditions** policy provisions that apply to loss reporting and recovery.

Section VII – Basis Of Recovery

A. The most we will pay for loss or damage to "covered property" other than a "historical building" shall not exceed the lesser of the following amounts:

2. The amount incurred to repair or replace the damaged property at the time of the loss with property of like kind and quality to be used for the same purpose on the same site.

3. The amount incurred to repair or replace the damage property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.

4. The "actual cash value" of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

Section VIII - Conditions

Q. **Duties In The Event Of Loss or Damage**

1. You must see that the following are done in the event of loss or damage to "covered" property:

b. Give us prompt notice of the loss or damage. Include a description of the property involved.

d. Take all reasonable steps to protect the "covered" property from further damage, and keep a record of your expenses necessary to protect the "covered" property, for consideration in the settlement of the claim. Also, if feasible, set the damage property aside and in the best possible order for examination.

f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies of your books and records.

h. Cooperate with us in the investigation or settlement of the claim.

LOSS REPORTING FORM

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 BRADER WAY, SUITE 301
MIDDLETON, WI 53562
CONTACT: JERRY PARKER
PHONE: (877) 278-4165
FAX: (612) 766-3099
EMAIL: CLAIMS@MPICWI.COM

Instructions: Complete this form online or email or mail to MPIC. If available, attach a copy of the police report. This form may be reproduced.

Major losses should be reported by phone. Call MPIC at:

Phone: (877) 278-4165

Complete this section:

Policy Number:	Name as it Appears on Policy:		
Contact Person (for this claim):	Phone Number:		
Fax Number:	Email Address:		
Address:	City:	State: WI	Zip Code:
Date of Loss (if unsure, use date discovered):	Time of Loss:	Estimated Amount of Loss (attach copy of estimate if available):	

Kind of Loss (check one):

- ☐ Fire
- ☐ Lightning
- ☐ Wind
- ☐ Hail
- ☐ Glass Breakage
- ☐ Vandalism (Other than Glass)
- ☐ Water Damage
- ☐ Damage by Vehicle
- ☐ Collision – Vehicle
- ☐ Comprehensive – Vehicle
- ☐ Other – Describe

Type of Property:

- ☐ Building
- ☐ Contents
- ☐ Contractors Equipment
- ☐ Other – Describe
- ☐ Property in the Open
- ☐ Money
- ☐ Vehicle

Location of Loss:	
Description of Loss and Damage:	
Remarks:	
Print Name:	Title:
Signature:	Date:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 4, 2023

PLACEMENT: Action Item

ITEM TITLE: Resolution: 2024 Non-Union Merit Pool

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

In the 2024 budget that has been brought before you, there is a suggested 3% merit adjustment included for base increase and the performance review evaluation process would be used in the final wage increase determination. The request is to review and approve the merit increases based on the review process as follows:

Evaluation Score	Max Base Pay Increase
0-1.5	0.00%
1.6-2.5	1.00%
2.6-3.5	2.00%
3.6-4.5	3.00%
4.6-5	4.00%

ATTACHMENT:

1. Resolution for Merit Increase 2024

RECOMMENDATION:

Recommendation to the Village Board of the Merit Pool allotment.

ACTION BY Committee:

Approved at the General Government and Finance Committee Meeting on November 20, 2023.

VILLAGE OF
GERMANTOWN
WASHINGTON COUNTY

RESOLUTION NO. -2023

A Resolution in Support of the 2024 Compensation Plan for Non-Represented Employees

WHEREAS, The Village of Germantown has created a performance evaluation system to determine non-union employee annual increase, and,

WHEREAS, The Village of Germantown is dedicated to promote the hard work of its staff and approves $146,000 to be used for base pay increases for the 85 non-unionized employees, and,

WHEREAS, The Village of Germantown Trustees have been presented with a merit pay chart, as shown below, which will be utilized during the evaluation process to determine potential base pay increase and one-time bonus increases.

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby give its support of the 2024 Compensation Plan for Non-Represented Employees.

Evaluation Score	Max Base Pay Increase
0-1.5	0.00%
1.6-2.5	1.00%
2.6-3.5	2.00%
3.6-4.5	3.00%
4.6-5	4.00%

Introduced by: Adopted:

Vote: Ayes: _ Nays: _

Dean M. Wolter, Village President

ATTEST:

Donna Cox, Village Clerk

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 4, 2023

PLACEMENT: Action Item

ITEM TITLE: EMS Billing Agreement

SUBMITTED BY: John Delain, FIRE CHIEF

SUMMARY EXPLANATION:

See attached Agreement.

ATTACHMENT:

1. Germantown Proposal

RECOMMENDATION:

Approve EMS Billing Agreement with Paramedic Billing Services as attached.

ACTION BY Committee:

The General Government and Finance Committee approved at the November 20, 2023 meeting.

Paramedic Billing Services

Letter of Transmittal

August 9, 2023

To: Chief John Delain and the Management Team at the Village of Germantown Fire Department

It was great meeting with you this morning in Germantown. On behalf of our entire organization, we are pleased to offer the enclosed proposal for Ambulance and Fire Billing Services.

The Germantown Fire Department serves as a model agency in the State of Wisconsin for providing high quality EMS services. We believe our organization can support your commitment to excellence by providing the highest quality billing & collection services.

Paramedic Billing Services, Inc. serves eighty-eight municipalities and fire protection districts throughout the States of Illinois, Wisconsin, Indiana, and Michigan as our parent company, Superior Air-Ground Ambulance Service, Inc., just past its fiftieth-fifth year in business. Our company prides itself on being a progressive innovative organization uniquely positioned to meet the needs of an ever-changing business environment.

We have long anticipated that our customers would grow to rely on technology in EMS field data collection and have invested millions of dollars in our infrastructure and technology over the past several years. As part of the evaluation process, we encourage a tour of our operation and state-of-the-art corporate facility upon request so that you can see firsthand our services in live operation. We are located in Elmhurst, IL, 15 miles west of the City of Chicago. As the EMS industry transitions to electronic PCR's (Patient Care Reports), our clients are being phased into online reporting and remote data access*, giving them the ability to monitor our work and provide their community with the highest degree of accountability.*

Through our firm's affiliation with Superior Air-Ground Ambulance, Inc. (we have shared ownership) we are uniquely positioned to watch trends develop in private industry, while providing the specialized services and staffing required for EMS billing for our clientele in the public sector.

Although investment in infrastructure and systems remain vital to growth and development, the real strength of our organization is our people. Our diverse and highly experienced team is what allows us to provide the highest level of customer service and support.

Our personnel directly assigned to the implementation of the contract will be: Samantha Rovik, Carol Vicich and Tom Deegan. All members of our team have experience not only with bringing new clients on line, but with implementing billing systems for organizations new to EMS billing services. Clients who have never billed in the past rely on our expertise for Medicare and other complex enrollments.

395 W. Lake Street, Elmhurst, IL 60126 Ph. (630) 530-2988

Paramedic Billing Services

We thank you, the Village of Germantown for opportunity to submit this proposal for the Ambulance Billing contract. It is our goal that through the enclosed material you will find our organization is best qualified to work on behalf of your organization. Please feel free to contact me at 630-903-2240 to request any additional information or if you have any additional questions.

The undersigned is authorized to enter into the proposed contract on behalf of Paramedic Billing Services, Inc.

Respectfully,

Tom Deegan

Tom Deegan
Client Liaison
Paramedic Billing Services, Inc.

395 W. Lake Street, Elmhurst, IL 60126 Ph. (630) 530-2988

Table of Contents

EMS Billing Expertise

Company History

Paramedic Billing Services, Inc. (PBS) was founded in 1990 to meet the needs of municipal and fire protection district clients seeking expert EMS billing services. Through its parent company, Superior Air-Ground Ambulance Service, Inc. (Superior), our organization has over 50 years of ambulance billing experience. Superior began providing Emergency Medical Services to accident victims in DuPage County, IL (2nd largest county in the state of Illinois) in 1959, making it the first emergency ambulance service in DuPage County, IL. Today, Superior is the largest privately owned ambulance company in the Midwest. Superior conducts all ambulance billing in house, processing approximately 245,000 claims per year. Being dependent on collection performance, Superior has developed efficiencies in the ambulance billing process and is poised to watch trends in the industry. PBS is physically located within the same Accounts Receivable division of Superior, having the advantage of shared knowledge, technology, and resources. PBS processes over 95,000 claims per year on behalf of its 75 plus municipal and fire district clients. Last year PBS collected over $35,000,000 in Gross Revenue. Combined, Superior and PBS **process approximately 400,000 ambulance transport claims per year**, from transports conducted throughout 4 states; Illinois, Michigan, Indiana, and Wisconsin.

Corporate Office

Trained Staff

Jonathan Moloney, Director:

Jon Moloney is the Revenue Cycle Director for Paramedic Billing Services. Jon has 12 years revenue cycle experience. His background focuses on leveraging technology for process automation and compliance controls. He's worked in all areas of revenue cycle over the course of his tenure with the company and is an active member of the American Ambulance Association.

Dana Gentile, Processing Supervisor:

Dana Gentile is the Processing Supervisor for Paramedic Billing Services with over 5 years of revenue cycle experience. She has been in the Supervisor role overseeing multiple departments for over 3 years. Her focus has been on maintaining and improving workflows to generate a constant flow of revenue in addition to creating multiple reports focused on efficiencies within the internal departments. She has her medical billing and coding certificate from the American Academy of Professional Coders as well as from the National Academy of Ambulance Compliance.

Samantha Rovik, Manager of Customer Success for Paramedic Billing Services:

Samantha Rovik is the Manager of Customer Success for Paramedic Billing Services. She has over 6 years of customer relations, account management, and project management experience. Her background focuses on proper and efficient implementation of services through exceptional communication and attention to detail.

Tom Deegan, Client Liaison:

Tom is a retired Fire Chief from the Schiller Park Fire Department. He brings his career of expertise in the Fire & EMS service to PBS where is able to provide clients with practical solutions, but also understands and can identify their needs. While Tom primarily focusses on client support, he is also plays an integral role in creating customized and creative service delivery models across all lines of our businesses.

Carol Vicich, Customer Service Representative:

Carol Vicich is the Client Liaison for Paramedic Billing Services. Carol has over 40 years of Customer Relations experience spanning front line Customer Service Representative to Customer Service Manager for a national corporation. She is driven to provide the best possible customer assistance to all members of our client's organization in an effort to maximize client satisfaction, understand the medical billing aspect as it relates to their daily routine and client longevity.

More About Our Staff

PBS has 35 dedicated employees who specialize in emergency transport billing of municipalities and fire protection districts. Several of these employees are Certified EMT Paramedics, while all our coders are **Certified Ambulance Coders (CAC)** through the **National Academy of Ambulance Coding**. Of our highly trained EMS billing personnel, we typically only see a 1% turnover rate. PBS has several divisions which handle various billing activities such as processing claim denials. PBS has written procedures for each step of the billing process, which all staff are trained on. We perform regular reporting to the Village of Germantown standards.

The Billing Process:

PBS has several specialized areas within the billing department which concentrate on various processes in the billing steps. All billing staff are cross-trained in each area of the billing process to ensure continuity of processing. Below is a description of the billing process:

- *Patient Care reports received (methods vary)*
- *File is assigned to Billing Representative assigned to the Village of Germantown.*
- *Each trips is put through a "prebilling" process in which patient demographics are reviewed for accuracy and insurance information is researched.*
- *Phone calls are made if necessary to obtain billing information.*
- *Each trip is reviewed for medical necessity and proper signatures where required.*
- *Trips are coded and set in que for bill to go out within 72 hours from receipt.*
- *Insurance claims are submitted electronically in HIPAA 5010 format.*
- *Patient invoices are sent out through our invoice vendor.*
- *Medicare claims pay within 15 business days.*
- *Commercial Insurance carriers can pay anywhere from 30-60 days.*
- *Medicaid claims can pay anywhere from 60 plus days.*
- *Unresolved patient pay accounts turned over to external collections (if applicable).*

Insurance Verification:

PBS utilizes a sophisticated verification and eligibility tool known as Payor Logic. Payor Logic allows our billers to submit batch files to the top 10 payors (Medicare, Medicaid, BCBS, etc.) with the push of one button. The batches returned not only include insurance information, but also patient demographic information. We use this to cross-reference addresses and phone numbers for the patients. This feature has dramatically cut down on bad address return mail.

Accurint is another tool used by PBS which allows us to located patients social security numbers as well as updated address and phone number information.

Standard Private Pay Schedule:

Private pay (uninsured/after insurance balances) accounts follow the billing schedule listed below:

- 1st Notice – Message requesting payment or insurance information.
- 2nd Notice – Message requesting payment of insurance information.
- 3rd Notice – Message requesting payment or insurance information.
- Internal Collection Letter – Last notice before being turned over to agency.

Note: *This is the standard private billing cycle. All billing guidelines and parameters are directed by the Village of Germantown.*

Patient Complaint/Dispute Handling:

These are handled on a case-by-case basis. If the patient is complaining about the charges (i.e. "too expensive" or "I'm a resident") we politely inform them of the costs associated with EMS (i.e. fuel, supplies, etc.). We also explain that we bill according to the established ordinance of fees.

Claims follow-up:

Claims that are not paid in a timely manner (varies by payor) are worked by our Follow-Up Department. Phones calls or online tools are used to determine why the claims were not paid. It is at this time that decisions are made to resubmit with additional information or bill to another source for payment.

Denial Handling:

Denials are handled according to the type of denial they are. For example, if an insurance company is requesting additional information, PBS resubmits the claim with the requested additional information. If a claim was denied with no additional information as to why, PBS calls the patient to verify if there has been a change to their policy or we bill the next appropriate party.

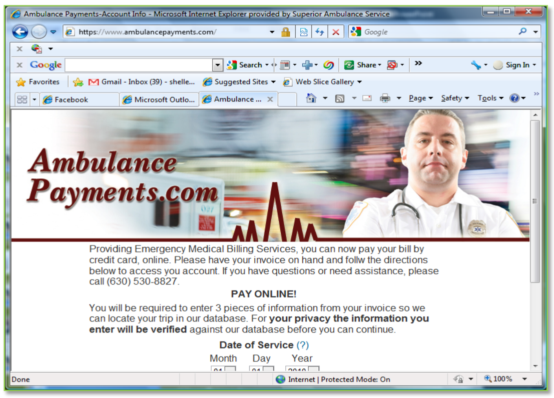
Convenient Payment Options:

PBS offers a variety of payment options including **checks** and **credit card by phone** and **online credit card processing**, which provides for immediate revenue recovery. There is no additional cost to the Village of Germantown for this service.

All payments from third party payers will be sent directly to a lockbox bank account in the name of the Village of Germantown. If the Village of Germantown currently has a lockbox bank account they wish to use, PBS will only request that the Village of Germantown provide an account of these receipts to PBS so that we can post the payments to the patients account.

Each month, PBS provides standard and customized reporting of monthly payment transaction activity to allow the Village of Germantown to reconcile their bank statement.

Convenient Payment Options



Monthly Reporting:

PBS will provide the Village of Germantown with the following **standard** monthly reports:

- **Trips by Incident** – list of trips billed for the previous month. To be used to reconcile with PCRs created.
- **Balance Report** – List of all payments posted for the previous month. To be used to reconcile with your bank statement. **PBS should be notified immediately if any there are any discrepancies.**
- **Missing Information Report –** List of any trips that are not able to be billed due to missing information (patient name, missing narrative, missing drop-off location, etc.)
- **Missing Signature Report** – List of any Medicare trips that did not have a valid signature for billing. To be used as informational and training purposes. These trips are billed privately to the patient asking them to complete and return the signature form included with our invoice. **Once a valid signature is received, the claim is billed to Medicare.**

PBS offers other monthly reports upon request:

- Aging
- Charge Credit Report
- Trail Balance Report

PBS will provide custom reporting to our clients at no additional cost upon request.

External Collections:

PBS works with the desired third-party collection agency as directed by its clients. PBS can work with the Village of Germantown's agency to send the necessary information for their collection pursuits.

In the event the Village of Germantown decides to utilize PBS' contracted collection agency, we utilize Wakefield & Associates, Inc. that files and performs all follow-up on any account that is not paid within 120 day billing cycle or any accounts that require liens.

Paramedic Billing Services, Inc. may charge a court appearance fee equal to the cost for time and materials per occurrence for staff required to appear on behalf of the Provider.

Wakefield & Associates charges 18% of what is collected on balances of any amount. PBS then collects their commission and the Village of Germantown receives the remaining.

Wakefield & Associates, Inc.
10800 E Bethany Dr., Suite 450
Aurora, CO 80014-2697
Ph. (303) 537-2900

Payment Posting & Refunds:

All funds from ambulance transports will be maintained in a bank account controlled solely by the Village of Germantown. Insurance remittances will be downloaded from our clearinghouse so the payments can be posted to the proper accounts. It would be most helpful if PBS is granted viewing only access to your account and this will allow for prompt posting of payments.

All payments that happen to come to us, along with credit card payments, checks over the phone and collection agency payments will be turned over to the Village of Germantown each month, less any commissions owed or refunds. Each month, PBS provides standard and customized reporting of monthly transaction activity for the Village of Germantown.

Claim payment and posting is conducted through an automated electronic remittance process where payments are automatically posted to patients accounts. Any refunds due are posted as a credit to the patient's account and a check will be prepared and remitted to the appropriate party.

Each month a Balance Report is issued which shows all deposits and where the deposits were made. This report can be easily reconciled against the monthly bank statement.

Fire Billing:

PBS has been providing Fire related billing services to its municipal and district clients since 1990. PBS will follow the billing guidelines as permissible by Wisconsin state law. If the Village of Germantown decides to engage PBS with fire billing, PBS will work with the Village of Germantown, as it does all other clients, to determine a fair and usual and customary rate structure for the Village of Germantown (unless one is already established) to charge recipients of fire related billing services. PBS will also guide the Village of Germantown through the required documentation, ordinance specifications, and necessary information gathering for billing as needed.

This service is provided at the same commission rate we charge our clients for ambulance billing. **Some of our competitors charge as much as 22% for this same service.**

PBS bills for the following fire related services: Vehicle Fires, Structures Fires, Water Incidents, HAZMAT, False Alarms, Pipeline Incidents, Power Line incidents, Fire Investigations, Special Rescue, Spiller Pay, and more.

PBS would also work with the Village of Germantown to customize and integrate Fire billing reporting capabilities.

FIRE DEPARTMENT

160 MAIN ST | CITY | IL | 60000

FIRE BILLING FORM

NAME: ____________ DATE OF BIRTH

ADDRESS: ____________ CITY: ____

PRIMARY PHONE: ____________

INSURANCE COMPANY: ____________

ADDRESS: ____________

NAME OF POLICY HOLDER: ____________

LICENSE PLATE #: ____________

DATE: ____________ TIME OF CALL: ____

LOCATION: ____________

Consumable Items

ITEM #	ITEM NAME	COST EACH	
	Kappler Zytron 500 Leval A suite L/XL	$	781.61
	Kappler Zytron 500 Leval A suite 2X/3X	$	854.77
	Kappler Zytron 300 Level B suite	$	60.90
	Butyl Rubber Over Gloves	$	35.40
	Nitrile Over Gloves	$	18.00
	Nitrile Medical Gloves	$	18.60
	Silver Shield Gloves	$	5.95
	Tingly Hazmat Over Boots-various sizes	$	79.99
	Hazmax Hat Mat Over Boots-various sizes	$	95.00
	Chem Tape Roll	$	25.50
	Helmets	$	15.95
	2' Step ladder	$	38.00
	6' ladder	$	58.00
	decon pool (set of 2)	$	338.00
	spray wands	$	9.97
	50' garden hose	$	9.97
	Scrub Brushes	$	6.48
	5 gal pails	$	2.54
	Simple Green	$	9.98
	Sponges	$	1.99
	Plastic Sheeting	$	72.98
	Colored Tape for marking decon	$	3.78
	Trash Cans	$	7.97
	Ph Paper	$	38.90

Customer Service:

PBS prides itself on providing the highest level of customer service, not only to its clients but the patients they transport. We have several **bi-lingual personnel that speak primarily Spanish and Polish,** and patients can call our Billing Department during our convenient **hours of: Monday – Thursday: 8:00AM – 5:30PM, Friday: 8:00AM – 5:00PM, Central Time.**

PBS records all customer services lines, so that if, at any time, the client or Patient should have an inquiry into the manner in which the call was handled, that specific call can retrieved, reviewed, and or made accessible by the Village of Germantown.

Patients have the capability to submit billing inquiries through our PBS Billing email as well.

Compliance Program:

PBS has a Full-Time Compliance Officer, Kim Godden that ensures full compliance of not only the claim submission and denial process but also that PBS and its clients operate in compliance with the laws that apply. PBS, through its parent company, has a living Compliance Program. As part of the Compliance Program, not only are staff trained in compliance standards, but regular audits are performed to ensure compliance procedures are being followed. Based on the results of these audits, PBS continually utilizes this information for ongoing training and process refinements. The company has made available a compliance hotline phone number and email in the event that any concerns arise. Additionally, PBS follows strict guidelines pertaining to the "Red Flag Rules". A written copy is available upon request.

Auditing & SSAE 18:

As PBS is affiliated, through common ownership, with multiple service delivery organizations, we conduct several annual specialized audits, by multiple auditors, which insure our billing practices, technical securities, and accounting practices are not only performed at an optimal level, but remain in compliance of all laws at all times. In addition, our firm has completed its SSAE 18 (SOC I Type II) audit certification this year.

Records Management, Disaster Recovery, and HIPAA

Technology:

PBS utilizes technology in many of its corporate functions as a means to enhance the billing experience with its clients and patients. The following is a description of how technology is integrated within our business structure.

Data Protection:

Paramedic Billing Services, Inc. (PBS) is fully compliant with the HIPAA regulations as it pertains to patient information and data. PBS has also implemented a Red Flag Rules Policy which protects the patient data from Identity Theft.

System Protection & Recovery:

About Our Server Room:

All of our servers which store data, software, and files are located in a designated room secured by a biometric security system. All hardware is powered by a redundant uninterrupted power supply system and dual generator back up. Our climate controlled room has an independent heating and cooling system with dual smoke and heat sensors.

Disaster Recovery Policies & Procedures:

The major goals of this plan are the following:

- To minimize interruptions to the normal operations.
- To limit the extent of disruption and damage.
- To establish alternative means of operation in advance.
- To provide for smooth and rapid restoration of service.

Applications:

- Zoll and Tritech ERP (RightCAD, Rescuenet and Billing)

    - Runs in a clustered environment
    - Backup to SAN and then onto tapes nightly
    - Location: Hillside, IL
    - Tapes are kept offsite
    - Restore from backup
- Email and other MS productivity tools
    - Runs on Windows
    - Location: Hillside, IL and Cloud
    - Restore from Backup
    - Virus Protection
    - Individual PC's – AV software installed
    - NOC Outsourced to Sentinel for continuous monitoring
    - Phone System:
        - Redundancy built in so that Illinois, Michigan and Indiana are failover for each other.

Document Management:

PBS does not utilize a specific system to manage its electronic files, also known as a content management system. Our content is managed by full-time IT staff who ensure the integrity of the files are maintained.

System Maintenance & Recovery:

We have full time IT staff which conduct nightly, off-site back-ups of all data and files. Our network has dual fiber and copper circuits so that in the event one fails, we always have a constant redundant connection. We also maintain virtualization of servers for high availability and have implemented an off-site replication system.

What sets PBS apart from the others.....

Benchmarking: PBS will work with the Village of Germantown in order to determine goals and specific achievable benchmarks that the Village of Germantown wishes to achieve. These benchmarks are typically determined by the Village of Germantown and PBS will collaboratively work together with the Village of Germantown to determine finite strategies to achieve and surpass these benchmarks. Reporting of these benchmarks is determined between the Department and PBS and PBS will adhere to the agreed upon reporting types and frequency.

Monitoring: Once the Benchmarks are established between PBS and the Village of Germantown, PBS will create protocols in which a billing account representative will follow to insure proper monitoring of the Department's account. PBS utilizes basic account monitoring protocols which we follow for clients and on top of that, we conduct extra monitoring which follows the established benchmarks. The monitoring strategies are different and customized to meet the need of each client based on their requirements. If certain red flags arise as a result of the account monitoring, PBS will contact a designated representative at the Village of Germantown immediately, in order to resolve any possible issue which caused the alert.

Basic Monitoring: PBS regularly monitors all of the following criteria, which cause fluctuations in revenue:

- Frequency in which PBS receives PCR's from the Village of Germantown.
- All license expirations.
- Payer Mix fluctuations
- Call Count Fluctuations
- Monthly Income fluctuations.
- Income Per call fluctuations.

Sample Custom Monitoring*:* The following are examples of Custom Monitoring as established to meet the Village of Germantown's benchmarks:
Year to Year compare of Income, per Month and per year.

- Payer Mix fluctuations on a rolling basis to determine if economy is playing a part in income fluctuations.
- Monitoring of Income after certain changes to billing are made, such as a rate increase as established by the Department.
- Monitoring of Income after changes are made to the method of recovering balances after insurance portion has been collected.

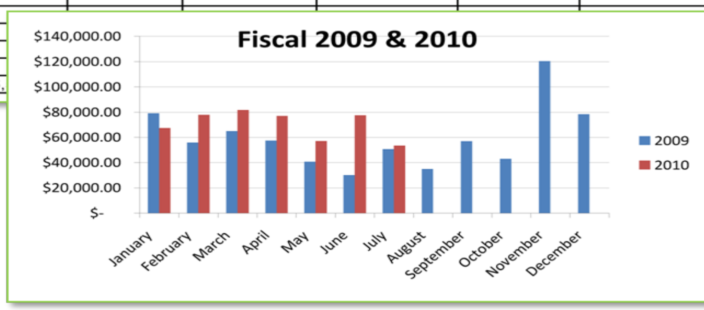
Sample Custom Reports:

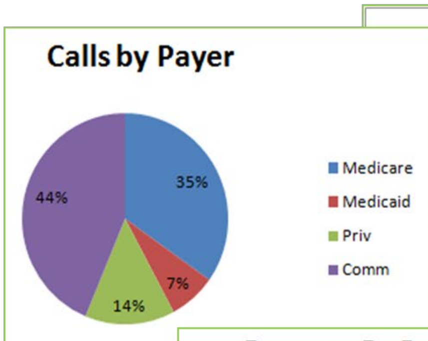
Fiscal Year 2009 January 1, 2009- December 31, 2009

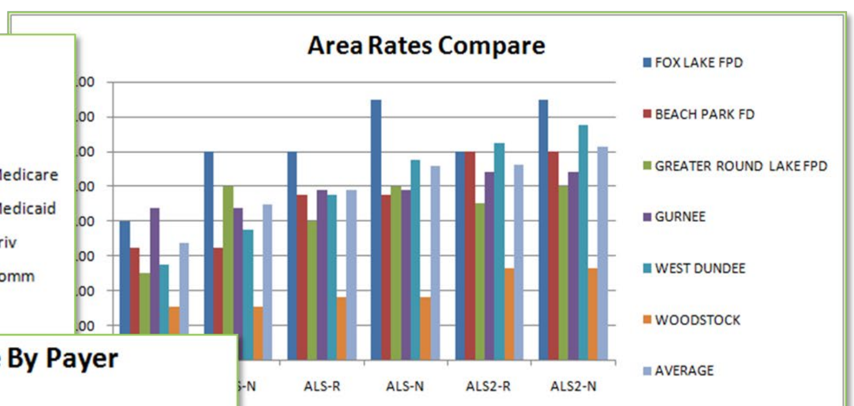
Month	Gross	Refunds	Net	Net to District	Direct Pay	Fiscal To Date	Fiscal +/-	Month +/-
January '09	$79,879.13	$781.50	$ 79,097.63	$71,978.84	$75,519.08	$ 79,097.63		
February '09	$56,278.87	$328.38	$ 55,950.49	$50,914.95	$54,759.84	$ 135,048.12		
March '09	$65,675.21	$765.93	$ 64,909.28	$59,067.44	$64,559.37	$ 199,957.40		
April '09	$57,528.75	$122.00	$ 57,406.75	$52,240.14	$55,687.41	$ 257,364.15		
May '09	$40,791.64	$10.00	$ 40,781.64	$37,111.29	$36,793.58	$ 298,145.79		
June '09	$33,051.33	$0.00	$ 30,076.71	$30,076.71	$31,300.43	$ 328,222.50		
July '09	$50,670.23	$0.00	$ 50,670.23	$46,109.91	$50,130.73	$ 378,892.73		
August '09	$36,549.52	$1,468.61	$ 35,080.91	$31,923.63	$35,779.60	$ 413,973.64		
September '09	$57,861.85	$948.00	$ 56,913.85	$56,913.85	$54,911.16	$ 470,887.49		
October '09	$43,579.31	$623.73	$ 42,955.58	$39,089.58	$42,620.81	$ 513,843.07		
November '09	$121,175.28	$902.98	$ 120,272.30	$109,447.79	$119,353.72	$ 634,115.37		
December '09	$78,797.71	$512.85	$ 78,284.86	$71,239.22	$76,727.06	$ 712,400.23		
Total	$ 721,838.83	$6,463.98	$ 712,400.23	$656,113.35	$698,142.79			

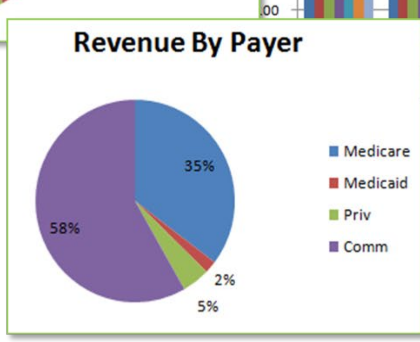
Fiscal Year 2010 January 1, 2010- December 31, 2010

Month	Gross	Refunds	Net	Net to District	Direct Pay	Fiscal To Date	Fiscal +/-	Month +/-
January '10	$68,161.47	$831.50	$ 67,329.97	$61,270.27	$66,457.74	$ 67,329.97	(11,767.66)	(11,767.66)
February '10	$77,864.32	$75.15	$ 77,789.17	$70,788.14	$75,350.08	$ 145,119.14	10,071.02	21,838.68
March '10	$82,719.45	$1,095.00	$ 81,624.45	$74,278.25	$78,958.59	$ 226,743.59	26,786.19	16,715.17
April '10	$78,263.33	$1,323.00	$ 76,940.33	$70,015.70	$ 75,151.15	$ 303,683.92	46,319.77	19,533.58
May '10	$58,031.67	$870.00	$ 57,161.67	$54,303.59	$56,370.84	$ 360,845.59	62,699.80	16,380.03
June '10	$77,475.49	$70.00	$ 77,405.49	$73,535.22	$75,370.44	$ 438,251.08	110,028.58	47,328.78
July '10	$54,005.87	$554.30	$ 53,451.57	$50,778.99	$52,595.65	$ 491,702.65	112,809.92	2,781.34
August '10								
September '10								
October '10								
November '10								
December '10								
Total	$ 496,							









Increased Yield!:

As a result of PBS's unique billing efficiencies, we have a proven track record of yielding overall higher collections for our clients. Coupled with our high level of customer service, not only to our clients, but also to their patients, we are able to provide the highest value service to our customers.

Most clients who have chosen PBS to provide their professional billing services have seen significant increases to their yield, or overall bottom line. Although the service is typically commission based, this does **not equal savings and in some cases, actually results in an overall loss.**

Client Education:

PBS provides various types and means of continuing client education and training. Client training of specific software or process procedures can be done on-site or via remote webinar formats. We also provide annual seminars to our clients to inform them of any changes in Medicare, legislation, and overall industry changes. These seminars are primarily performed by the premier law firm, Werfel & Werfel, PLLC, for the AAA Ambulance Association. Our seminars are tailored around the various changes in the EMS industry.

Sample Agenda:

- Identification of key data elements on electronic patient care reports.
- Definitions you can use – what is :
  - BLS level care
  - ALS level care
  - ALS 2 (Critical Care) level care
- Determining appropriate mileage and documentation.

David Werfel, Esq, Medicare Consultant

- Patient/Guardian Signatures relevant to the new "Lifetime Signature" rules.
- Potential for Stimulus Grant monies for development of advanced security systems and your electronic patient care reporting programs.
- "Interoperability" of electronic patient data systems: field to hospital.
- New and/or pending legislation.

Documentation Training:

PBS is happy to provide patient care report training to the Village of Germantown's paramedics upon request. Below is an overview of the topics covered by our trainer.

KNOWLEDGE AND ATTITUDE

- Explain the components of the written report and list the information that should be included in the written report.
- Identify the various sections of the written report.
- Describe what information is required in each section of the prehospital care report and how it should be entered.
- Define the special considerations concerning patient refusal.
- Describe the legal implications associated with the written report.
- Discuss all state and/or local record and reporting requirements.
- Explain the rationale for patient care documentation.
- Explain the rationale for the EMS system gathering data.
- Explain the rationale for using medical terminology correctly.
- Explain the importance of obtaining a signature on all transports.
- Explain accurate and synchronous clock so that information can be used in trending.

Ground Emergency Medical Transportation Program (GEMT:

Our staff are experts in the Ground Emergency Medical Transportation (GEMT) program and provide guidance and staff to help the Department participate in this program, and support and reporting throughout the year. This program has provided significant additional revenue for several Fire Departments.

Integration & Technology:

PBS will immediately identify, strategize, and implement the most efficient integration between the Village of Germantown, hospital, and PBS billing softwares.

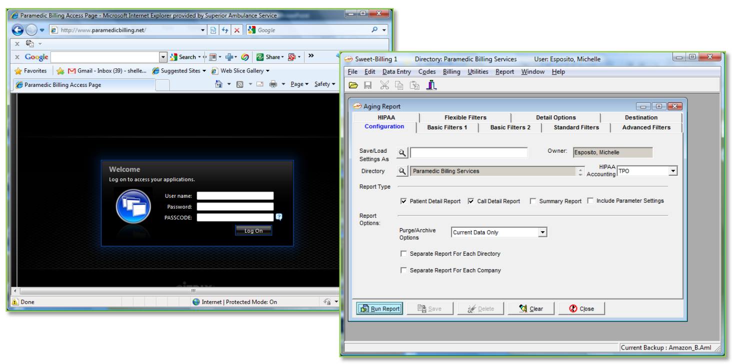
PBS has developed several innovative concepts and processes to maximize our client's level of reimbursement while minimizing their time spent preparing EMS reports for billing. PBS works with each client individually to identify areas to innovate that are beneficial to the Village of Germantown. PBS will work with the Department to identify these opportunities. Examples of how PBS has implemented technological and billing strategy innovations are summarized below:

Streamlining the ePCR Process over multiple platforms: PBS has a client whom utilizes a particular software for both their Fire and EMS reporting. This software has no usable export format which would be used for billing purposes. However, there was a functioning export between the fire department and the hospital which collected all the EMS data. So, PBS worked with the client to set up a 2 step process in which the data was exported from their software to the hospital and from there, the EMS data could be exported in a raw data file to PBS for billing. The patient demographic and insurance information was already being transmitted electronically from the system hospital on a regular basis.

Remote Access to Reports:

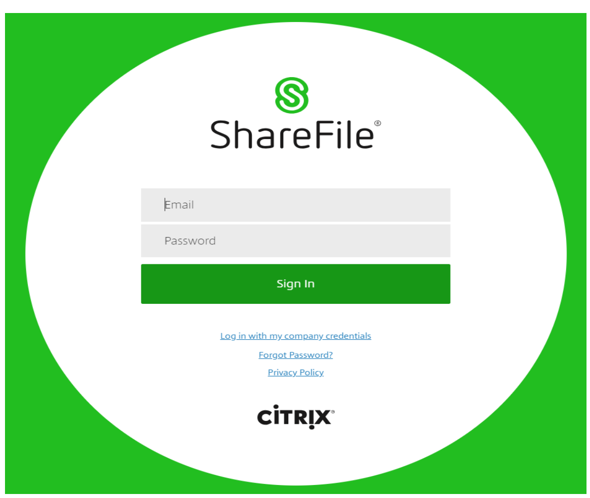
PBS provides its clients with 24 hour a day, 7 days a week, access to our billing system. This allows the Village of Germantown the ability to monitor our productivity at any time.

24 Hour Remote Access to Financial Reports



24 Hour Secure File Transfer:

All files containing PHI can be transmitted via a Sharefile login that will be dedicated to the Village of Germantown to upload patient information.



Affiliate Companies & Services:

Paramedic Billing Services, Inc. is a subsidiary of Metro Paramedic Services, Inc. who is sister company to NORCOMM Public Safety Services, Municipal Management Services, Superior Air-Ground Ambulance Service, Inc. and Air Med. Through our affiliate organizations, we are positioned to offer municipalities Public Private Partnerships which offer cost savings through packaging of multiple services. Upon request, we would be happy to provide additional detailed information regarding our other services.

Account Set-up and Transition:

For a new client PBS would promptly set up a meeting with the client's personnel to determine and collaboratively establish an efficient and seamless transition plan**.** PBS will also anticipate that all patients transported up to 23:59 pm on the date prior to PBS's start date will be billed and actively pursued by the Village of Germantown's existing billing agency. Any patients transported on the start date at 00:00 am and after will be billed and perused by PBS.

Other less critical integration steps:

- **Establish Billing Rates & Billing Process:** PBS will work with the Village of Germantown to establish how it wishes to bill its residents and non-residents and at what rates. Also, a collection agency will be established and process configured between PBS, the Village of Germantown, and the collection agency.
- **Internal Billing System Configuration:** This is where PBS integrates the information established in the previous step to create the proper billing schedules within our billing system.
- **Village of Germantown Personnel Training:** PBS will train the Village of Germantown staff on the export process and any other necessary billing processes.
- **Overall Process Integration:** This is inclusive of all of the above steps, including the establishment of reporting specifications – reports to send, how to send the reports, who will be receiving which reports, frequency of reporting.

Summary of Pricing and Services:

PBS is pleased to offer the Village of Germantown a commission rate of 4.0% on all receivables on EMS and Fire Billing. **As I mentioned when we met I can offer a 3.0% commission to the first 3 agencies from Washington County who come to the PBS family for billing.** PBS is confident that it can recover more revenue while providing a high level of service and performance to the Village of Germantown.

The Village of Germantown will receive the following services, summarized below:

- **FREE Electronic Data Import:** PBS will handle processes related to exporting and importing XML files into the billing software.
- **Payor Applications:** PBS will handle all payor application and Medicare revalidations.
- **On-line Credit Card Processing:** Patients can make on-line credit card payments at no cost to the Village of Germantown.
- **Lock Box –** Should the Village of Germantown choose to use a lock box through PBS, PBS will be responsible for any lock box and bank fees. These vary based on volume.
- **Hospital Data:** PBS will obtain patient insurance information directly from the destination hospital.
- **Pre-Bill:** PBS will provide a "Pre-Billing" billing process in which all documentation provided is verified for completeness. For instance, if patient information is incorrect or missing, PBS will search through online and other means to insure accuracy which cuts down on claim denials or invoice returns and thus a loss in attainable revenue.
- **FIRE Billing (optional):** Perform all Fire billing per the Village of Germantown's ordinance.
- **Phone Calls:** PBS will make phone calls to patients to retrieve insurance information where not provided or located.
- **24/7 FREE Access to Reports: The Village of Germantown** will be provided FREE and secure web-based file sharing access. PBS provides monthly reports to the Village of Germantown that can be downloaded at any time by the Village of Germantown.
- **External Collections:** Claims are sent to PBS's external collection agency or an agency chosen by the Village of Germantown. PBS receives a percentage of what is recovered.
- **24/7 Access to our Billing System:** This allows the Village of Germantown to ensure PBS is fully accountable and maintaining performance standards. Designated the Village of Germantown personnel will have the ability to monitor billing activities.
- **Training:** PBS provides a minimum of 1 yearly educational seminar to its clients. These are typically performed by the premier Medicare attorney's for the American Ambulance Association. These seminars and any other industry updates or training is provided to the Village of Germantown at no additional cost.
- **Custom reporting:** If the Village of Germantown has a report not currently created by PBS, PBS works with each client to create their desired report(s) at no additional charge.

Germantown Police Department

Prepared For: Capt. Pat Merten

pmerten@germantownpolicewi.gov

Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box

Ewald Automotive Group
Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (⚠ Incomplete)

Quote Worksheet

		MSRP
Base Price		$48,875.00
Dest Charge		$1,895.00
Total Options		$3,245.00
	Subtotal	**$54,015.00**
	Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount		($9,716.00)
	Subtotal Discount	**($9,716.00)**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$44,299.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$44,299.00**

Comments:

2024 Ford F150 Responder to the specifications as detailed. Registration fees are not included. Due to current market, lead time can not be guaranteed.

Dealer Signature / Date

Customer Signature / Date

Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (Incomplete)

Standard Equipment

Mechanical	
	Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed (STD)
	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)
	Electronic Transfer Case
	Automatic Full-Time Four-Wheel Drive
	Electronic Locking w/3.31 Axle Ratio
	80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection
	HD 240 Amp Alternator
	Class IV Trailer Hitch Receiver -inc: 4-pin/7-pin wiring harness and smart trailer tow connector (includes BLIS w/trailer tow coverage where BLIS available)
	Towing Equipment -inc: Trailer Sway Control
	3 Skid Plates
	Police/Fire
	2030# Maximum Payload
	GVWR: 7,050 lbs Payload Package
	HD Shock Absorbers
	Front HD Anti-Roll Bar
	Off-Road Suspension
	Electric Power-Assist Speed-Sensing Steering
	26 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Double Wishbone Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
Exterior	
	Regular Box Style
	Wheels: 18" 6-Spoke Silver Aluminum
	Tires: LT265/70R18 BSW A/T
	Steel Spare Wheel

Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (Incomplete)

Exterior	
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Rear Step Bumper
	Black Side Windows Trim
	Black Door Handles
	Black Power Side Mirrors w/Manual Folding
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
Entertainment	
	Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System
	Radio: AM/FM Stereo w/6 Speakers
	SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App Catalog, 911 assist, Apple CarPlay and Android Auto compatibility, digital owners manual and wireless software updates capability
	Fixed Antenna
Interior	
	Driver Seat
	Passenger Seat
	60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
	Power Rear Windows

Interior

	Fleet Telematics Modem Selective Service Internet Access
	Front Cupholder
	Rear Cupholder
	Compass
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Glove Box
	Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench
	Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Fleet Telematics Modem Tracker System
	Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Power Door Locks w/Autolock Feature
	Redundant Digital Speedometer
	Outside Temp Gauge
	Analog Appearance
	Seats w/Cloth Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	2 12V DC Power Outlets
	Air Filtration

Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (Incomplete)

Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Reverse Sensing System Rear Parking Sensors
	Pre-Collision Assist with Automatic Emergency Braking (AEB)
	Collision Mitigation-Front
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (Incomplete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
W1P	2023 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box	$48,875.00

COLORS

CODE	DESCRIPTION
UM	Agate Black Metallic

ENGINE

CODE	DESCRIPTION	MSRP
998	Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed (STD)	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow -wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)	$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
UM	Agate Black Metallic	$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
PB	Black, Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, center-section deleted, (Restraint control module cover provided) and vinyl rear bench	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
53A	Trailer Tow Package -inc: Towing capability up to 11,100 lbs, Auxiliary Transmission Oil Cooler, Integrated Trailer Brake Controller, Pro Trailer Backup Assist, Engine Oil Cooler, Tailgate LED	$1,325.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
67T	Integrated Trailer Brake Controller	Inc.

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (Incomplete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket -inc: Standard in states where required by law, optional to all others	$0.00
54R	Power Glass Heated Sideview Mirrors -inc: manual folding, turn signal and black skull caps	$305.00
595	Fog Lamps	$140.00
59S	High-Intensity LED Security Approach Lamps -inc: LED sideview mirror lights, NOTE: LED sideview mirror lights are not directional police spot lamps	$175.00
62B	Keyed Alike - 1284x -inc: Note: These are inner-milled keys, unique to F-150 Police Responder and not compatible w/Police Interceptor Utility	$50.00
924	Rear Window Fixed Privacy Glass w/Defroster	$320.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
67P	Remote Keyless-Entry Key Fob w/o Key Pad -inc: Less PATS, 4-key fobs, Note: Available w/Keyed Alike, However, key fobs are not fobbed alike when ordered w/Keyed Alike, perimeter anti-theft alarm	$340.00
91B	Blind Spot Monitoring System w/Cross Traffic Alert -inc: BLIS	$590.00
	Options Total	**$3,245.00**

Data Version: 20159. Data Updated: Aug 10, 2023 6:43:00 PM PDT.

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2023 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (Incomplete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$48,875.00
Total Options	$3,245.00
Vehicle Subtotal	$52,120.00
Destination Charge	$1,895.00
Grand Total	**$54,015.00**

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 4, 2023

PLACEMENT: Action Item

ITEM TITLE: Village of Germantown Community Development Department - Proposed Municipal Code Text Amendments to Section 9 (Public Peace & Good Order) and Section 17 (Zoning) pertaining to raising chickens in residential districts and accessory buildings on historic designated property in residential zoning districts.

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

SUMMARY EXPLANATION:

Village Staff is proposing several minor text amendments to sections in the Village Code to clarify the regulation of raising chickens on property in residential zoning districts, and, provide for the construction of accessory buildings on property that is designated as "historic" in residential zoning districts.

Amendment #1: This amendment to Section 9.11 is necessary to clarify within which residential zoning districts chickens are allowed to be raised and what type of chickens and other livestock can be raised. This amendment addresses an ambiguity between the language in Section 9 (Public Peace & Good Order) and in Section 17 (Zoning) regarding raising chickens on property in residential districts.

Amendment #2 & Amendment #3: These amendments to Section 17.14(2)(a) and 17.15(2)(b) create a cross-reference to Section 9.11 and are necessary to clarify the minimum setback and fencing requirements that apply to raising chickens in the Rs-1 and Rs-2 residential zoning districts.

Amendment #4: This amendment to Section 17.41(1)(c) is necessary to address a “gap” or inequity that currently affects property owners of residential lots in the Rs-3 to Rs-7 zoning districts that have a “historic” designation on their property with respect to how many and what size detached accessory buildings can be constructed on their property. A Germantown property owner successfully argued before the Plan Commission that the Village’s current accessory building regulations: (1) unfairly allow more and larger accessory buildings on larger residential parcels (Rs-1 & Rs-2 Zoning Districts) compared to smaller parcels (Rs-3 to Rs-7 Zoning Districts); and (2) promote attached garages with no size limit regardless of parcel size vs. detached garages that have a prescribed size limit. Schuster also argued that the regulations unfairly impact small residential lots that are designated “historic” (under Section 26 of the Village Code) because, as in his case, attaching a garage is NOT possible if the owner is required to maintain the property’s historic character and status under Section 26 (Historic Preservation) of the Village Code. This amendment would "level the playing field" between property that is designated as "historic" vs. property that isn't by allowing one additional detached garage on historic designated property when an attached garage is not possible.

ATTACHMENT:

1. Municipal Code Text Amendments-11-13-23
2. Minutes Village of Germantown Text Amendments 11-13-23

RECOMMENDATION:

Plan Commission Recommendation:
APPROVE the proposed text amendments as drafted.

ACTION BY Committee:

VILLAGE CODE TEXT AMENDMENTS

11/13/23 Plan Commission Meeting

Germantown Community Development Department

Village Planner Report **Germantown, Wisconsin**

Summary

The Community Development Department is proposing a series of minor text amendments to Section 9 (Public Peace & Good Order) and Section 17 (Zoning Code) pertaining to raising chickens in residential zoning districts and accessory buildings on "historic" designated property in residential zoning districts.

Staff is proposing several text amendments to various sections in the Village Code as detailed in the attached draft ordinance and summarized below:

Amendment #1 *(see Section 1)*
The amendment to Section 9.11 is necessary to clarify which residential zoning districts and what type of chickens and other livestock can be kept and raised. The most recent permit application that was process and approved highlighted the apparent ambiguity and "disconnect" between the language in Section 9 (Public Peace) and in Section 17 (Zoning Code) regarding raising chickens on property in residential districts.

Amendment #2 & Amendment #3 *(see Section 2 & Section 3)*
The amendments to Section 17.14(2)(a) and 17.15(2)(b) are necessary to connect and clarify the minimum setback and fencing requirements that apply to raising chickens in the Rs-1 and Rs-2 residential zoning districts.

NOTE:
The topic of raising chickens on small lots (1 acre or less) in residential zoning districts is a hot one in many urban and suburban communities in Wisconsin. Some communities allow chickens on small residential lots and some do not. Those that do typically restrict the number (10 or less), the type (no roosters), and location on the property. A brief summary of what other Milwaukee metro communities allow/don't allow can be found here:

https://www.jsonline.com/story/news/local/2023/06/12/are-chicken-coops-allowed-in-milwaukee-and-the-surrounding-suburbs/70292367007/

In fact, there is an effort currently underway by a Wisconsin legislator to get co-sponsorship of a bill that would supersede local regulation and require all local municipalities to allow keeping up to four (4) poultry on any property (chicken, geese, ducks, quail, or guinea fowl). A summary of that effort can be found here:

https://www.jsonline.com/story/news/politics/2023/11/07/its-a-bill-that-says-you-have-the-basic-human-right-to-raise-your-own-food-bill-author-shae-sortwell/71393444007/

The current allowance for raising chickens on non-agricultural zoned property in Germantown, specifically and only in the Rs-1 & Rs-2 Single-Family Districts with a conditional use permit, was created in 2003. Some residents would argue that the current regulations are too restrictive and cost prohibitive (given permitting time and cost). These amendments are NOT intended to re-open the topic of raising chickens and potentially revising the Village's allowances and/or regulations. If the Plan Commission and Village Board want to re-open this topic, direction to staff will be required to do so.

Amendment #4 *(see Section 4)*
The amendment to Section 17.41(1)(c) is proposed by staff to address the "gap" or inequity (albeit small) that currently affects property owners of residential lots in the Rs-3 to Rs-7 zoning districts that have a "historic" designation on their property with respect to the allowance for detached accessory buildings.

You will recall, back in September a Germantown property owner, Joseph Schuster, revealed the problem that he encountered when trying to get approval to re-build a detached garage on his .95-ac residential lot that was destroyed by a windstorm. Schuster argued that the Village's current accessory building regulations: (1) unfairly allows more and bigger accessory buildings on larger residential parcels compared to smaller parcels; and (2) encourages attached garages with no size limit regardless of parcel size over detached garages that are limited in size. Schuster also argued that the regulations unfairly impact small residential lots that are designated "historic" (under Section 26 of the Village Code) because, in some cases, an attached garage is NOT possible if the owner is required to maintain the property's historic character and status under Section 26 (Historic Preservation) of the Village Code.

This amendment is intended to specifically address those situations where a property owner with a small residential lot in any of the residential zoning districts that only allow one (1) detached building and one (1) attached garage cannot construct an attached garage because the property is designated as "historic". In so doing, such owners will be able to meet their obligation to maintain the historic character and status of their property while also being able to construct up to two (2) detached accessory buildings (and in lieu of one of those being an attached garage).

A recommendation from the Plan Commission is necessary to move the proposed code amendments to the Village Board for consideration and action.

ORDINANCE NO. xx-2023

AN ORDINANCE AMENDING CHAPTER 9 (PUBLIC PEACE AND GOOD ORDER) AND CHAPTER 17 (ZONING CODE) OF THE VILLAGE OF GERMANTOWN MUNICIPAL CODE

THE VILLAGE BOARD OF THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, ORDAINS AS FOLLOWS:

SECTION 1. That Section 9.11 pertaining to the regulation of keeping poultry on property in the Village is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

1) LIVESTOCK. No person shall keep or maintain any livestock such as horses, cattle, sheep, goats or pigs in any zoning district unless zoned "agricultural," except in the Rs-1 and Rs-2 Zoning Districts and upon conforming to the following standards:
   a) Not more than one horse more than 6 months of age, or 2 miniature horses, per 2 acres. [See sections 17.14(1)(c)1. and 17.15(2)(a)1. of this Code.] To determine permissible numbers of horses in combination with miniature horses, acreage counted for either class shall be exclusive of acreage counted for the other. No livestock may be raised for profit in any residential district.
   b) One Philippine pot-bellied pig (sus scrofa) per single-family household may be kept as a pet, but not for breeding purposes. Bred pot-bellied pigs shall be deemed livestock and are subject to the provisions of subsection (1) above. In addition, any person having a pot-bellied pig in his possession or under his control shall be subject to the running at large prohibitions provided in section 9.10(1) and (2) of this chapter and the animal excreta regulations provided in section 10.065(7)(i) of this Code.

2) POULTRY. No person shall keep or maintain poultry or fowl in any zoning district unless zoned "agricultural" except in the Rs-1 and Rs-2 Zoning Districts and upon conforming to the following standards:
   a) Ten head of poultry or fowl may be kept on 2 contiguous acres.
   b) Fifteen head of poultry or fowl may be kept for each contiguous acre of 3 or more.
   c) Keeping roosters is prohibited.

SECTION 2. That Section 17.14(2)(a) pertaining to conditional uses allowed in the Rs-1: Single-Family Zoning District is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

1) CONDITIONAL USES.
   a) Raising of poultry, fowl, animals or fish for meat or by-products for family consumption only subject to the fencing and building setback requirements under Section 9.11(3.1) and 9.11(4).

SECTION 3. That Section 17.15(2)(b) pertaining to conditional uses allowed in the Rs-2: Single-Family Zoning District is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

2) CONDITIONAL USES.
   b) Raising of poultry, fowl, animals or fish for meat or by-products for family consumption only subject to the fencing and building setback requirements under Section 9.11(3.1) and 9.11(4).

SECTION 4. That Section 17.41(1)(c) pertaining to accessory buildings on property designated as historic under Section 26 of the Village Code is created as follows:

c) HISTORIC DESIGNATION EXCEPTION. Residential dwellings and properties that have been designated "historic" pursuant to Chapter 26 (Historic Preservation) of the Village Code may be prohibited from constructing an attached garage in order to comply with and/or maintain the "historic" designation as defined therein. Therefore, residential properties located in the Rs-3 through Rs-7 single-family residential zoning districts that have been designated "historic" and do not have a dwelling with an attached garage shall be allowed to construct one (1) additional detached accessory building up to a maximum area of 864 sqft subject to the historic designation "Certificate of Appropriateness" requirements under Section 26.05 of Village Code.

SECTION 5. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee: ____________________
Adopted: __________________, 2023

Vote: Ayes: ___________
Nays: ___________

____
Dean Wolter, Village President

ATTEST:

____
Donna S. Cox, Village Clerk

APPROVED AS TO FORM:

____
Brian Sajdak, Attorney

Published:

Public Hearing closed at 7:16 pm.
MOTION Baum Second Williams to Approve Rezoning the three (3) parcels that comprise the 52.72 acre area from A-1: Agricultural to M-1: Limited Industrial as proposed.
MOTION carried unanimously.
MOTION Baum Second Shadid to approve the proposed 2050 Land Use Plan amendment to change the future land use plan "vision" for this area from "Mixed-use Commercial & High Density Residential" (RED on Figure 6.6) to "Light Industrial/ Warehouse" (BROWN on Figure 6.6).

Chairman Wolter said he appreciates the attention to detail on the architectural side and thanked Green Bay Packaging for staying in Germantown. He added that because the project is outside of the TIF any increment goes straight to the tax base.
MOTION carried unanimously.

B. Village of Germantown Community Development Department - Proposed minor Text Amendments to Section 9 (Public Peace & Good Order) and Section 17 (Zoning Code) pertaining to raising chickens in residential districts and accessory buildings on historic designated property in residential zoning districts. (PUBLIC HEARING and ACTION)

Director Retzlaff summarized the proposal.
Public Hearing opened at 7:24 pm.
- Joe Schuster, W156 N10081 Pilgrim Road, spoke in favor of the amendment to Section 17 related to accessory buildings on historic designated property.
Public Hearing closed at 7:27 pm.
MOTION Baum second Tarantino to Approve the Amendments to Section 9 and Section 17 as presented.
MOTION carried unanimously.

C. Virtus Development LLC, Agent for District One LLC, Property Owner of W140 N10363 Fond du Lac Avenue and the Robert & Mary Elizabeth Hacker Trust, Property Owners of a .66-Acre Lot on Fond du Lac Avenue, Tax Key GTNV 351-984 - Certified Survey Map (CSM) application to combine parcels and Landscape Plan review. (ACTION)

Trustee David Baum recused himself. Director Retzlaff summarized the proposal. David Koziol, VP, Virtus Development, said they are in agreement with most of the recommendations but asked to meet with Director Retzlaff to determine what decorative fence would be adequate, what the length of the fence should be and what the best landscaping would be to supplement not extending the fence to the end of the drive. Additionally, they would like to discuss how they can work with the residents to the south to ask them what type of landscaping would be agreed upon for them to plant with the developer paying for it. Director Retzlaff asked for direction regarding the decorative fence. Commissioner Tarantino explained a double rail at the top like a cap would have a more finished look. The use of metal posts were approved to use.

MOTION Shadid second Tarantino to Approve the proposed Certified Survey Map (CSM) for the District One LLC property located in the Kuhburg District near the Donges Bay Road @ STH145/Fond du Lac Avenue intersection subject to the following conditions:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 4, 2023

PLACEMENT: Action Item

ITEM TITLE: Timeline and Process for Public Safety Referendum Communication

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

The Village Board approved a contract with Mueller Communications on November 20th, to provide public education and outreach efforts for a public safety staffing referendum being planned for the April 2024 election. The Fire Chief, Police Chief and Village Administrator met with Mueller Communications staff on November 27th for a "Kick-Off" meeting to review the project schedule and begin gathering information needed for informational materials that Mueller will be preparing. This group will be meeting on a regular basis during the project period to ensure project milestones and timelines are achieved, and that information provided to the public is accurate and complete. In addition, at the Public Safety Committee meeting each month, we will report on all outreach efforts and provide copies of all informational documents prepared for the Committee review. We will work with the Chair of the Public Safety Committee to determine if any additional special meetings are needed in between the regular meetings, to provide adequate oversight of the project.

Mueller Communications has also recommended that we push final approval of the specific language of the referendum question back to the January 22nd Village Board meeting. This would give Mueller Communication more time to gather and review information that may be helpful in framing the question and drafting explanatory sections of the referendum. We will therefore include a draft of the question on the January agenda and not on the December 18th agenda as originally discussed.

ATTACHMENT:

1. Mueller Communication Project Timeline 231127

RECOMMENDATION:

No action is required.

ACTION BY Committee:

TASK	RESPONSIBLE PARTY	DEADLINE
Meet with staff to develop, refine outreach plan and approach	Mueller / Germantown	11/30
Schedule regular check-in meetings	Mueller	11/30
Provide existing materials to Mueller Communications to outline need for referendum	**Germantown**	**12/4**
Review existing materials, data points, presentations, request additional info as needed	Mueller	12/8
Draft key messages, FAQs summarizing existing need, rationale for referendum option	Mueller	Week of 12/11
Introduce referendum language at Board meeting	**Germantown**	**12/18**
Review key messages and FAQs	**Germantown**	**Week of 12/18**
Refine and finalize key messages and FAQs	Mueller / Germantown	Week of 1/1
Approve Messages, FAQs	**Germantown**	**Week of 1/8**
Draft, design Fact Sheet	Mueller	Week of 1/15
Draft news release announcing referendum	Mueller	Week of 1/15
Identify dates for referendum information sessions	**Mueller / Germantown**	**Week of 1/22**
Approve Fact Sheet	**Germantown**	**Week of 1/22**
Approve news release	**Germantown**	**Week of 1/22**
Distribute news release, fact sheet to media following Village approval	Mueller	Week of 1/22
Draft, design mailer #1	Mueller	Week of 1/29
Draft presentation deck to use for community presentations, info sessions	Mueller	Week of 1/29
Develop website content based on key messages, fact sheet, info session dates	Mueller	Week of 1/29
Develop draft social media responses to common questions	Mueller	Week of 1/29
Draft video ad script	Mueller	Week of 1/29
Identify community groups to schedule presentations with	Germantown	Week of 1/29
Approve presentation deck	**Germantown**	**Week of 2/5**
Approve website content	**Germantown**	**Week of 2/5**
Approve mailer #1	**Germantown**	**Week of 2/5**
Approve video ad script	**Germantown**	**Week of 2/5**
Coordinate video shoot	Mueller	Week of 2/12
Develop weekly social media content calendar	Mueller	Week of 2/12
Send mailer #1 to printer	Mueller / Mailhouse	Week of 2/19
Upload information about referendum to website	**Germantown**	**Week of 2/19**
Approve social media content calendar	**Germantown**	**Week of 2/19**
Schedule prep meeting for information sessions	Mueller / Germantown	Week of 2/19
Begin scheduling social media posts	**Germantown**	**Week of 2/19, weekly**
Draft, design mailer #2	Mueller	Week of 2/19
Launch Social Media Video Ad	Mueller / Germantown	Week of 2/26
Mail-in ballots begin to arrive in mailboxes	**FYI**	**TBD**
Approve mailer #2	**Germantown**	**Week of 2/26**
Send mailer #2 to printer	Mueller / Mailhouse	Week of 2/26
Media outreach, if needed	Mueller	Week of 3/4 and before info sessions
Information sessions	Mueller / Germantown	March, TBD
Develop media statements and social content relative to election results	Mueller	Week of 3/25
Media outreach, reminding voters referendum is on the ballot next week	Mueller	Week of 3/25
Approve statements and social content relative to election results	**Germantown**	**Week of 3/25**
Election Day	**FYI**	**4/2**
Distribute election results statement and social post	Mueller / Germantown	4/3

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 4, 2023

PLACEMENT: Presentation

ITEM TITLE: Presentation from Baker Tilly Representative to review/present the Final 2022 ACFR Report to the Village Board.

SUBMITTED BY: Jan Miller, Trustee

SUMMARY EXPLANATION:

ATTACHMENT:

1. Miller J Agenda Request Baker Tilly 231204
2. 231204 Miller J Baker Tilly Request
3. 2022 YE Results Baker Tilly Presentation 230918
4. 230320 Report on 2021 Audit
5. 2021 YE Results Baker Tilly Presentation

RECOMMENDATION:

ACTION BY Committee:

VILLAGE BOARD

AGENDA ITEM REQUEST FORM

I, Trustee Jan Miller **hereby request that the following items(s)**

be placed on the next agenda of the Village Board for consideration and action:

ITEM REQUESTED:

Village Board Meeting - December 4, 2023 Meeting:
Presentation from Baker Tilly Representative to review/present the FINAL 2022 ACFR Report to the Village Board.

DISCUSSION/REASON:

2022 Audit - ACFR from Baker Tilly.
The Village Board was told by the Village Administrator that there would be 1.2 Million dollar surplus for the 2021 Audit. It ended up being approximately an $800,000 deficit.
Have the Baker Tilly Representative give us the full 2022 Audit information/report.

Dated the 29 **day of** November **, 20**23

J Miller
Signature of Trustee 1

Bill Neureuther
Signature of Trustee 2 (VERBAL)

Received: ___________

By: ___________

VILLAGE BOARD

GERMANTOWN, WI

MEETING DATE: December 4, 2023

AGENDA ITEM: New Business

ITEM TITLES: Presentation from Baker Tilly Representative to review/present the Final 2022 ACFR Report to the Village Board

SUBMITTED BY: Steven Kreklow, Village Administrator

SUMMARY EXPLANATION:

Trustee Jan Miller and Trustee Neureuther submitted an agenda request form for this meeting requesting a that staff from Baker Tilly present the 2022 Annual Comprehensive Financial Report (ACFR) to the Village Board. Staff from Baker Tilly was present and provided a presentation of their audit findings and 2022 year-end results to the Village Board on September 18th. I have attached a copy of the presentation that Baker Tilly made on September 18th. I also attached a copy of the presentation that Baker Tilly staff made to the Village Board earlier this year on the 2021 audit and year-end results.

The Annual Comprehensive Financial Report or ACFR, is a document that is prepared by Village staff in cooperation with the auditor. The ACFR is not a report on the annual audit. The ACFR is a report that provides financial and statistical information to elected officials, citizens and other stakeholders like municipal bond investors. The report includes some information that is audited, like the financial statements, but also includes unaudited information in the statistical section and transmittal letter.

Finance Department staff is still completing some sections of the 2022 ACFR, like the transmittal letter. While the completion of the 2022 ACFR is much later than any of us would like, I think it is important to point out the extraordinary workload on the Finance Department this year. In addition to the completion of not one, but two audits, the Finance team has completed the implementation of a new utility billing system and a new financial management system, and led one of the more difficult budget processes we have had in Germantown. While there have been some hiccups, our Finance Department has made great strides this year.

I would also like to correct some inaccurate information included in the Agenda Request Item Form. In the form it states that, "The Village Board was told that there would be a 1.2 Million dollar surplus for the 2021 Audit. It ended up being approximately an $800,000 deficit."

Working with our previous Clerk/Treasurer, I had projected a 2021 surplus of approximately $1.1 million during the 2023 budget process. The actual year-end result was a budgetary surplus of $350,000. I presented this information with full reconciliation of the changes to the Village Board on March 20, 2023. I have included a copy of the presentation I gave in this packet.

Attached: Ordinance_____   Resolution_____   Other____

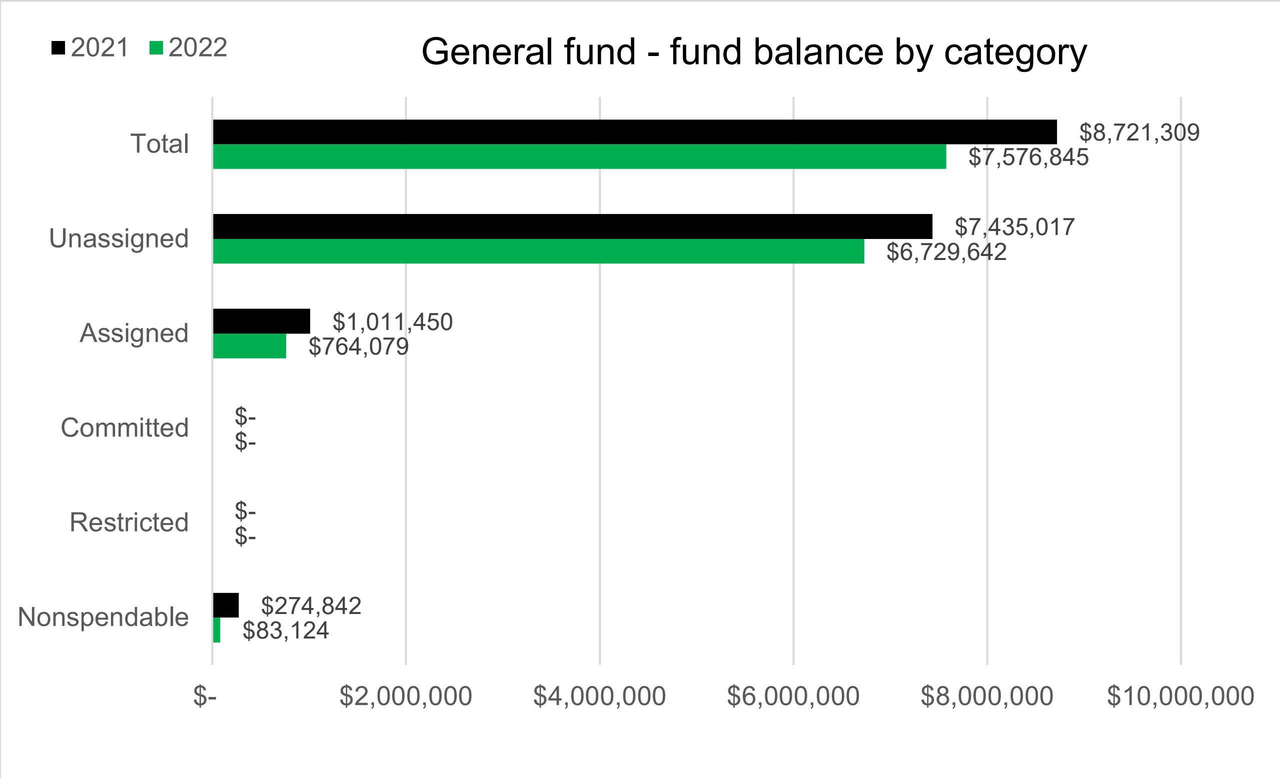
Recommendation:

Presentation only, no action is required.

Board Action:

Village of Germantown

General fund results (DRAFT)



Summarized income statement

	Actual	Final budget	Variance
Revenues and other financing sources	$ 18,194,516	$ 18,117,559	$ 76,957
Expenditures and other financing uses	19,338,980	18,224,559	(1,114,421)
Net change in fund balance	$ (1,144,464)	$ (107,000)	$ (1,037,464)

Fund balance category definitions

Nonspendable - amounts cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained in tact.

Restricted - amounts that can be spent only for the specific purposes stipulated by an external source.

Committed - amounts constrained for specific purposes that are internally imposed through formal action of the governing body.

Assigned - spendable amounts that are intended to be used for specific purposes that are not considered restricted or committed.

Unassigned - residual amounts that have not been classified within other categories above.

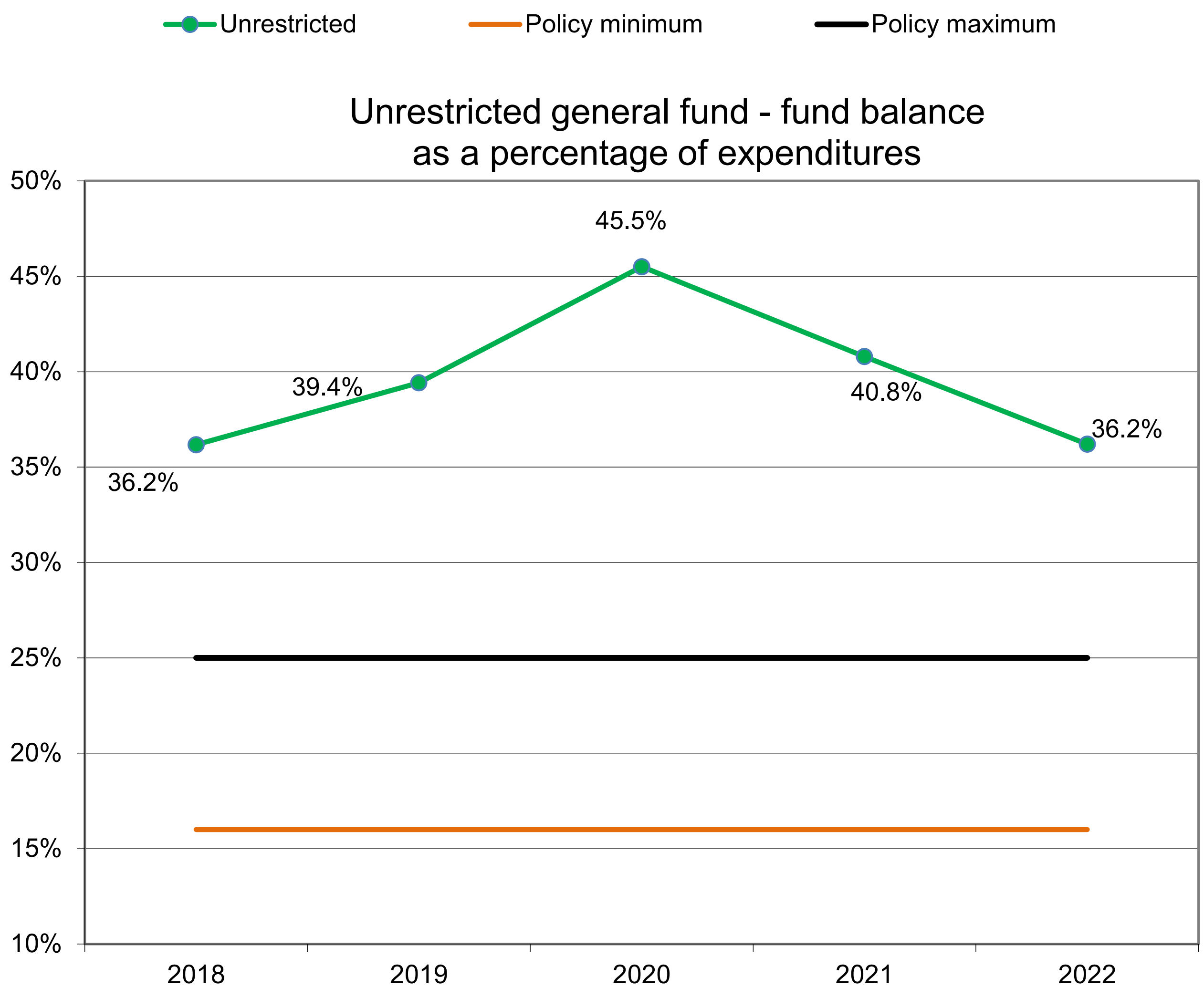
Source: current and prior year financial statement information and other benchmark information as noted.

Village of Germantown

General fund - fund balance trends (DRAFT)

Fund balance policy:

Maintain an unassigned general fund balance within Unassigned fund balance of 16-25% of Village's subsequent year general fund expenditure budget.



Other reference values

GFOA recommends a minimum of no less than 2 months (16.7%) of general fund expenditures.

Source: current and prior year financial statement information and other benchmark information as noted.

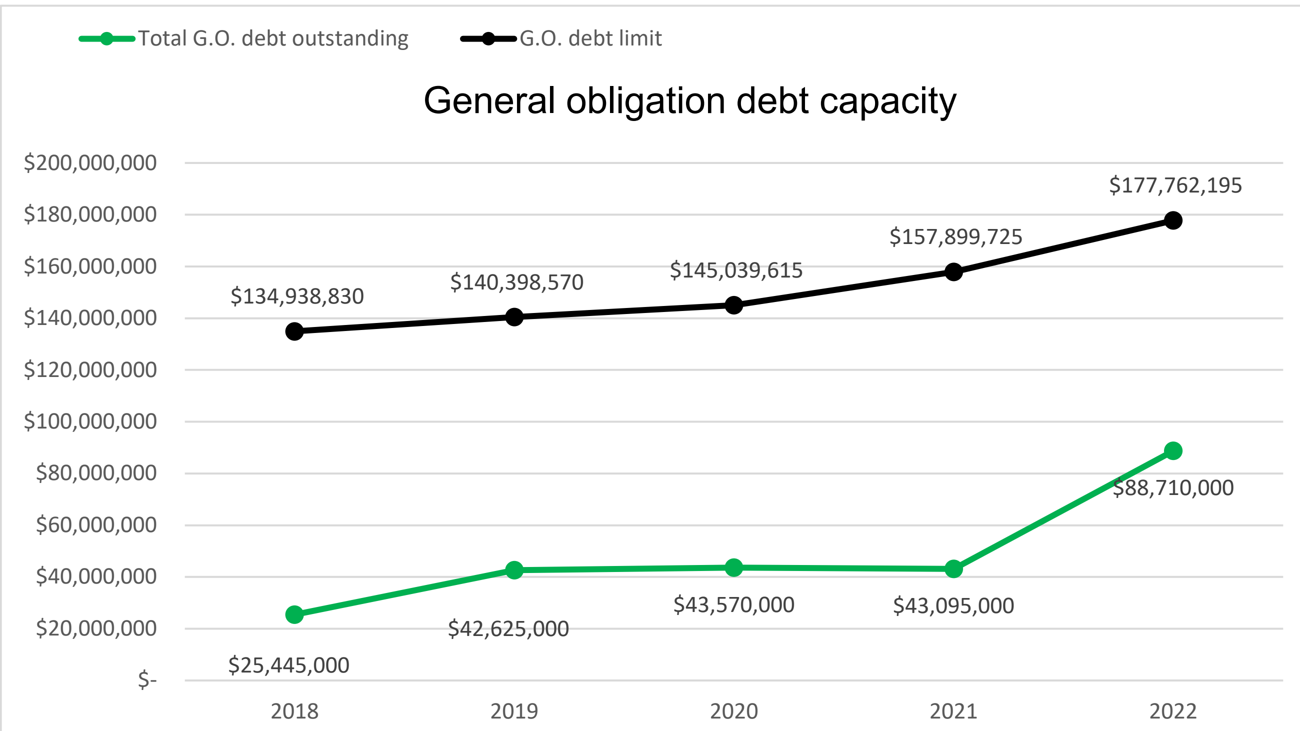
Village of Germantown

General obligation debt (DRAFT)

Debt management policy:

The Village does not currently have a debt management policy outside of the legal debt limitation.

Actual percentage of debt limit at 12/31/22: **50%**



Total debt outstanding by type at 12/31/2022

	General obligation	Revenue debt	Other	Total
Village	$ 76,795,000	$ -	$ -	$ 76,795,000
Utilities	11,915,000	4,471,809	-	16,386,809
Total	$ 88,710,000	$ 4,471,809	$ -	$ 93,181,809

Comparative metrics available online through the Wisconsin Policy Forum.

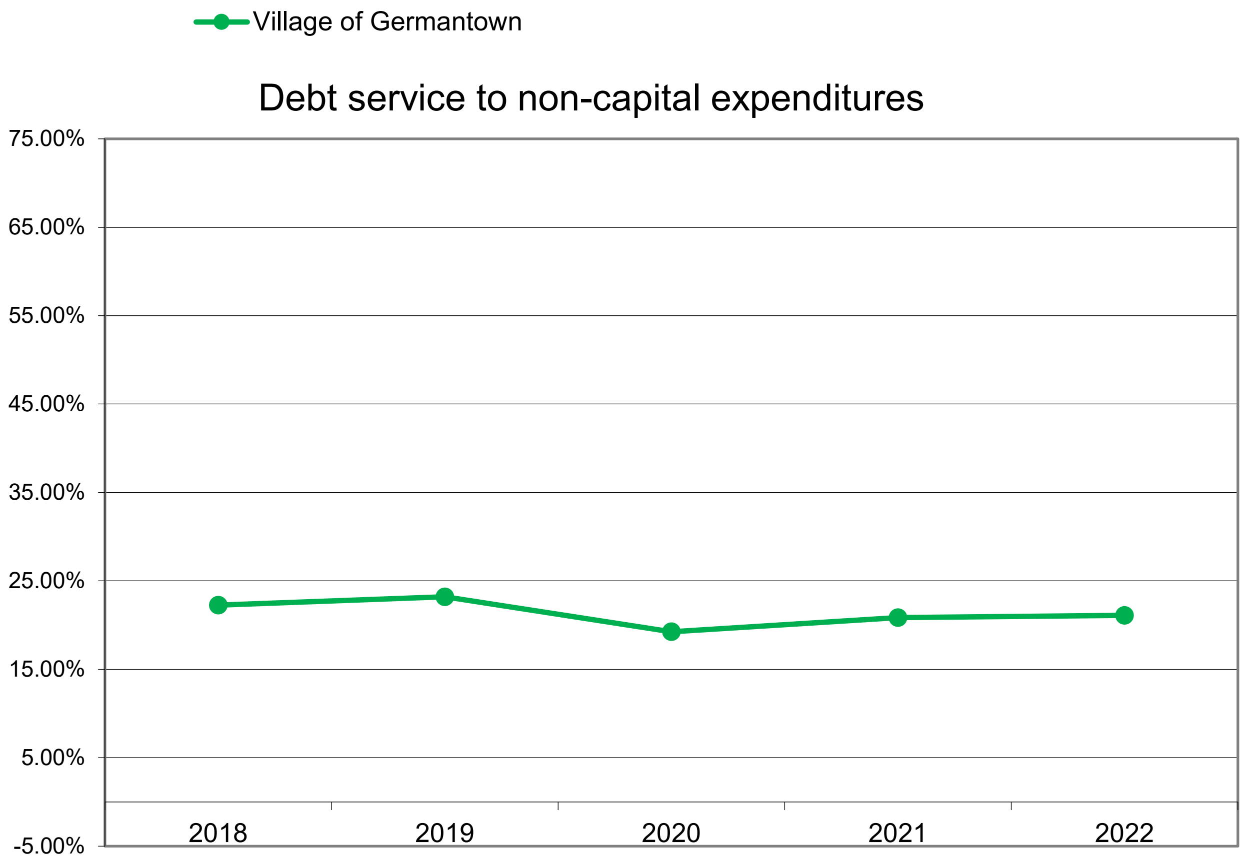
https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/

Select "Debt" -- options for custom comparisons or comparisons by county

Source: current and prior year financial statement information and other benchmark information as noted.

Village of Germantown

Governmental funds - debt service (DRAFT)



Current and prior year data

	2022	2021
Principal	$ 3,520,000	$ 3,525,000
Interest	1,252,977	1,191,553
Total	$ 4,772,977	$ 4,716,553
Non-capital expenditures	$ 22,613,536	$ 22,635,858

Source: current and prior year financial statement information and other benchmark information as noted.

2021 Audit Update

Presentation to Village Board

March 20, 2023

Challenges to Completing 2021 Close

- Retirement of Finance Department in 4th Quarter of 2020
- Late finish of 2020 Audit contributed to a backlog of 2021 entries
- On-going problems with MSI Financial software
- Complex manual processes (i.e. interfund transfers) with inadequate documentation
- Staffing shortages
  - 2 Deputy Clerk/Treasurer Vacancies in 2022
  - Utility Billing Clerk: six-week medical leave/vacated fall of 2022
  - Temporary (CLA) Accountant
- Extraordinary Project Workload
  - Tyler Munis Implementation
  - Meter Replacement

Server Crash and Data Loss

- On September 24th Village Hall server failed
- Back up files were corrupted back to July 30th, 2022
- Files lost included MSI entries, financial and budget spreadsheets, as well as reports and backup documents
- All MSI entries from July 30th through September 26th, had to be re-entered into the system
- Manual re-entries made from files/reports posted on Village website or attached to emails re-created.

Status of Audit and Annual Financial Report

- Financial statements and footnotes are complete and audited.
- Statistical section complete and under review.
- Transmittal letter near completion and needs review.
- Baker Tilly scheduled to present audit to GGF on April 17th.

2021 Projected Budget Surplus

- Projected surplus calculated by CPA from CLA mid-year 2022
- Based on data from MSI entered into a reconciliation spreadsheet of interfund transfers
- Estimated budget surplus to be $1.1 million

Audit Findings Affecting Budget Actuals

- Property Tax Allocations:
  - State lottery tax credit was applied only to the general fund but should have been applied to other funds
  - General fund revenue reduced $400,000

- Other Revenues
  - Revenue from the State (shared revenue and computer aid) was overstated.
  - General fund revenue reduced by $190,000

- Ambulance Fees
  - General fund revenue reduced by $160,000 for uncollectible amount

2021 Budget Surplus

- 2021 Budget Surplus is $350,000
- Includes earnings on investments revenue as calculated by the “measurable and available” standard required for budgetary accounting.
- Balance sheet surplus is $50,000 and includes mark-to-market adjustment for earnings on investments, according to standard for financial statement accounting.

Steps to Improve Financial Reporting

- Improvements to Financial Systems
  - Replaced outdated water meters in 2022.
  - Tyler Munis Utility Billing now live.
  - Tyler Munis Financials in process of being implemented (Fall 2023).
  - Tyler Munis HR/Payroll implementation underway (end of 2023).

- Organizational Improvements
  - Create Accountant Position (September 2022)
  - Separate Finance and Clerk functions (April 2023)
  - Review staffing levels in Finance (April 2023)

Questions?

Village of Germantown

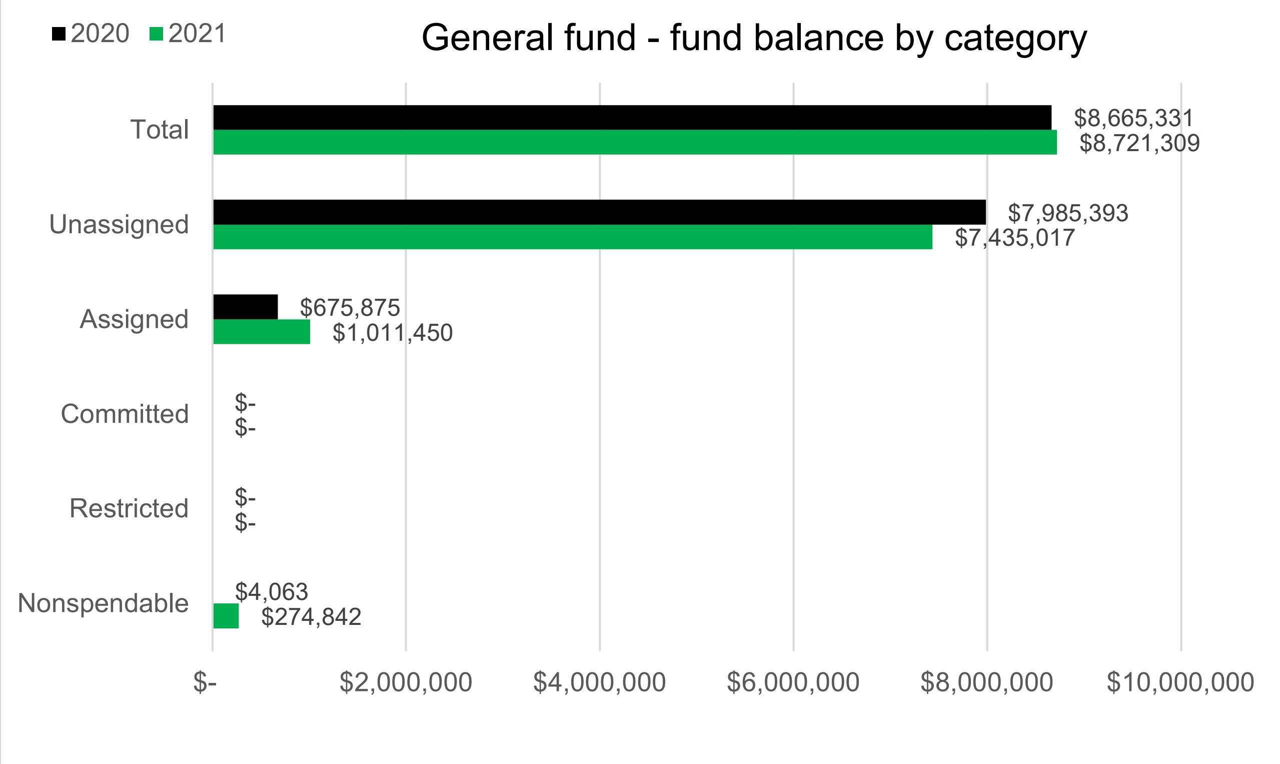
2021 Financial highlights

Client service team

Amanda Blomberg, Director
Leah Gaffney, Manager

Village of Germantown

General fund results



Summarized income statement

	Actual	Final budget	Variance
Revenues and other financing sources	$ 17,902,442	$ 17,548,091	$ 354,351
Expenditures and other financing uses	17,846,464	17,548,091	(298,373)
Net change in fund balance	$ 55,978	$ -	$ 55,978

Fund balance category definitions

Nonspendable - amounts cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained in tact.

Restricted - amounts that can be spent only for the specific purposes stipulated by an external source.

Committed - amounts constrained for specific purposes that are internally imposed through formal action of the governing body.

Assigned - spendable amounts that are intended to be used for specific purposes that are not considered restricted or committed.

Unassigned - residual amounts that have not been classified within other categories above.

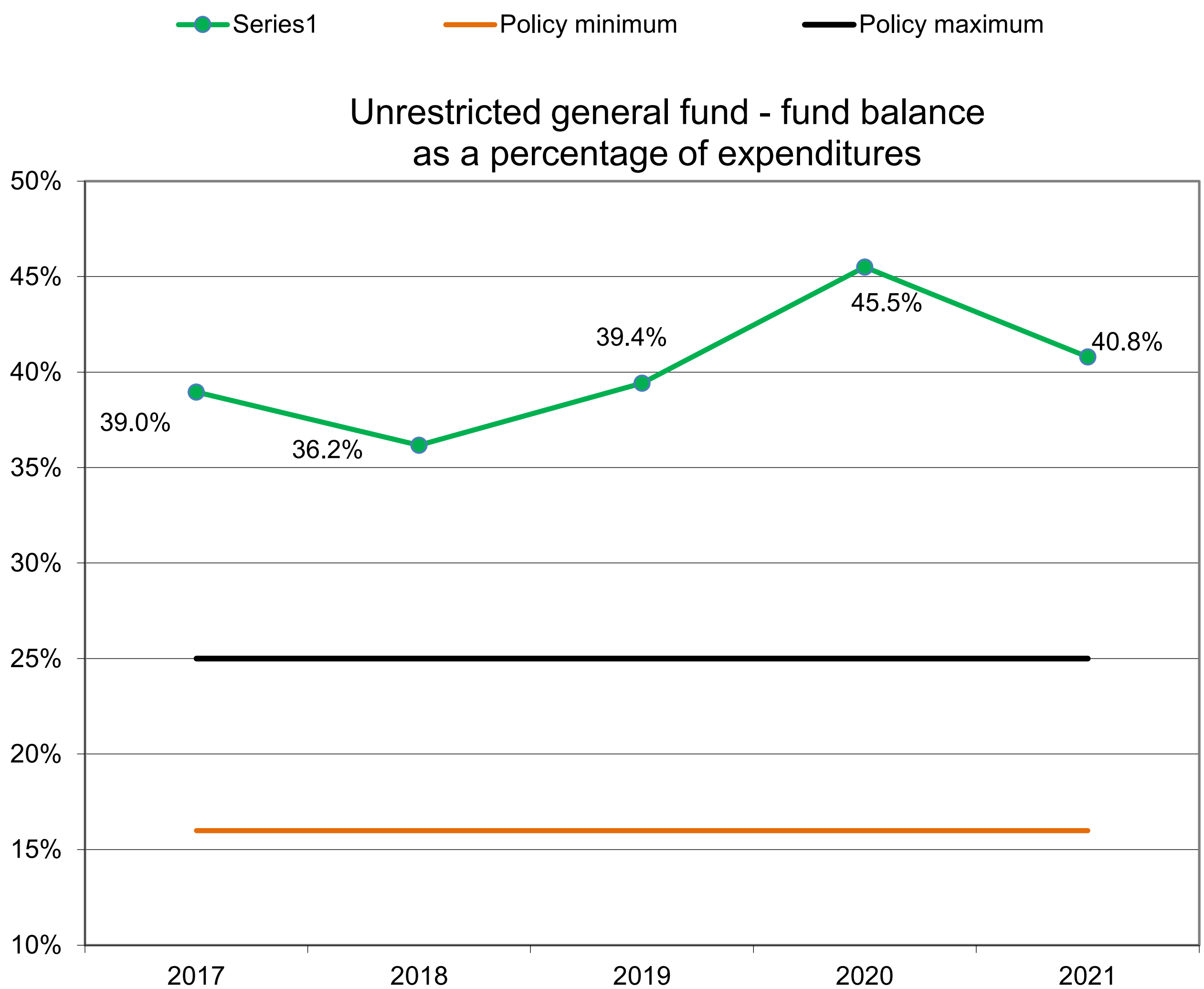
Source: current and prior year financial statement information and other benchmark information as noted.

Village of Germantown

General fund - fund balance trends

Fund balance policy:

Maintain an unassigned general fund balance within Unassigned fund balance of 16-25% of Village's subsequent year general fund expenditure budget.



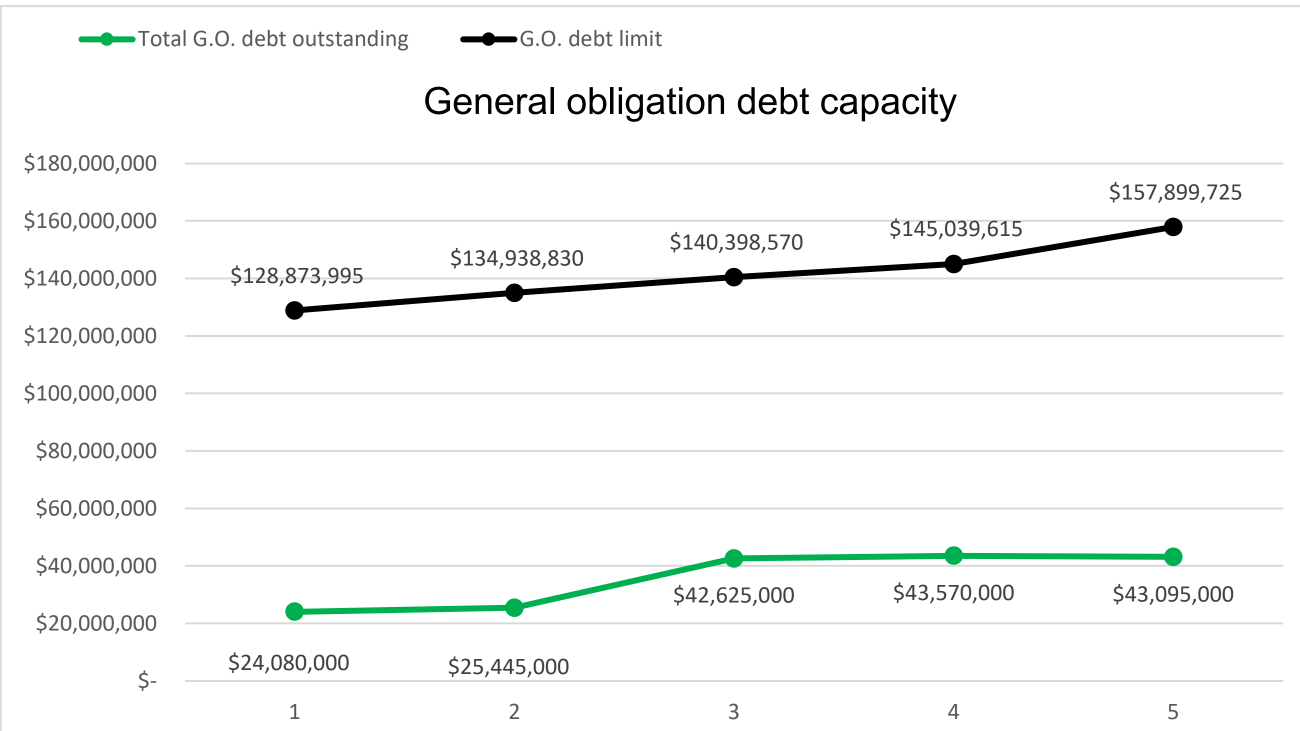
Other reference values

GFOA recommends a minimum of no less than 2 months (16.7%) of general fund expenditures.

Village of Germantown
General obligation debt

Debt management policy:
The Village does not currently have a debt management policy outside of the legal debt limitation.

Actual percentage of debt limit at 12/31/21: **27%**



Total debt outstanding by type at 12/31/2021

	General obligation	Revenue debt	Capital Leases	Total
Village	$ 40,395,000	$ -	$ 75,503	$ 40,470,503
Utilities	2,700,000	689,413	-	3,389,413
Total	$ 43,095,000	$ 689,413	$ 75,503	$ 43,859,916

Comparative metrics available online through the Wisconsin Policy Forum.
https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/

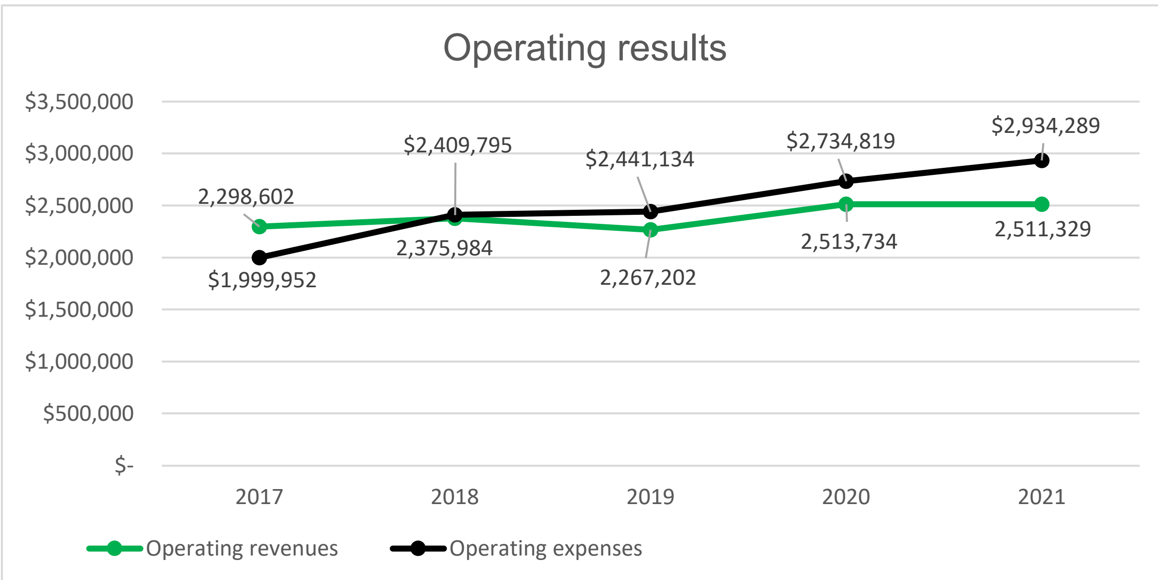
Select "Debt" -- options for custom comparisons or comparisons by county

Source: current and prior year financial statement information and other benchmark information as noted.

Germantown Water Utility

Water Utility Results

	Current Year	Prior Year
Actual Rate of Return	**-3.46%**	**-2.73%**
Authorized Rate of Return	**1.00%**	**1.00%**



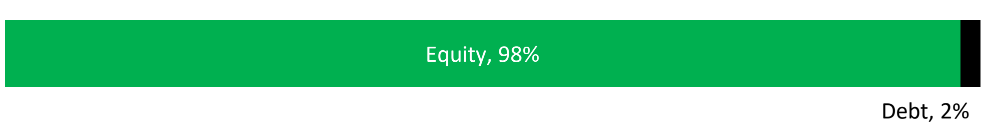
Unrestricted Reserves

	2017	2018	2019	2020	2021
Year end balance	$ 2,237,405	$ 1,276,527	$ 1,335,677	$ 1,574,519	$ 1,354,527
Months on hand	**11.68**	**6.45**	**7.07**	**7.52**	**6.47**

Debt Coverage

	2017	2018	2019	2020	2021
Actual	**9.50**	**7.11**	**6.48**	**5.83**	**4.53**
Required	1.25	1.25	1.25	1.25	1.25

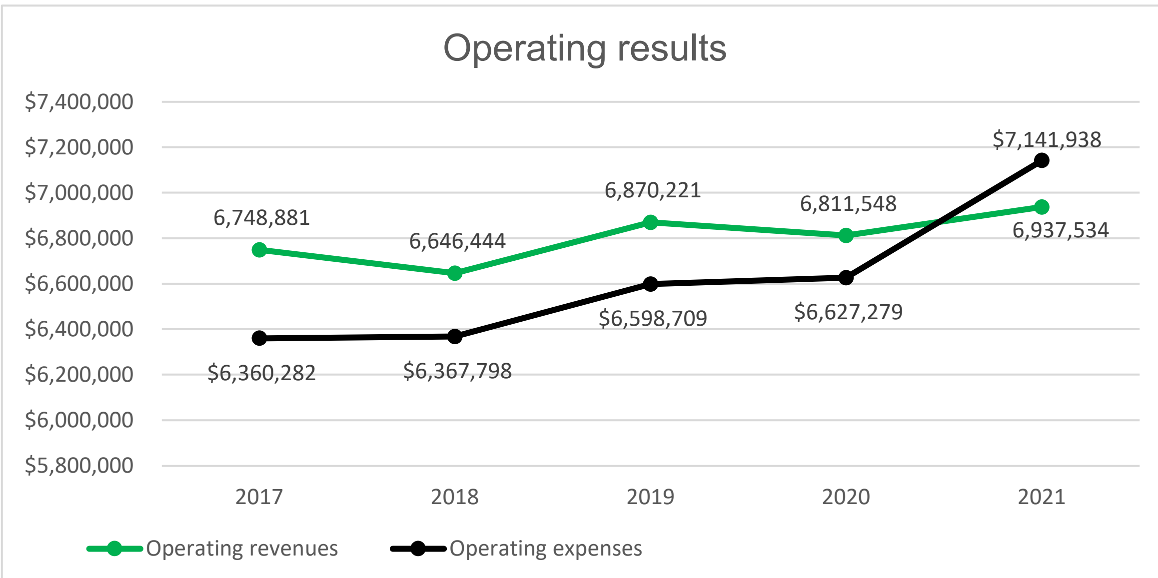
Investment in Capital



Source: current and prior year financial statement information and other benchmark information as noted.

Germantown Sewer Utility

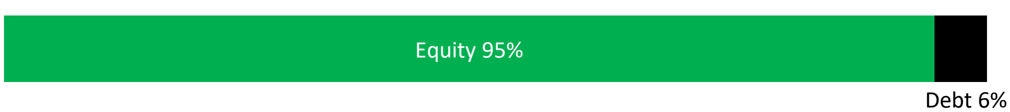
Sewer Utility Results



Unrestricted Reserves

	2017	2018	2019	2020	2021
Year end balance	$ 6,111,609	$ 7,043,583	$ 8,167,696	$ 6,223,634	$ 5,766,829
Months on hand	**10.87**	**12.72**	**14.27**	**10.96**	**9.98**

Investment in Capital



Source: current and prior year financial statement information and other benchmark information as noted.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 4, 2023

PLACEMENT: Action Item

ITEM TITLE: Renewal Applications of Secondhand Jewelry Dealer and Secondhand Article Dealer Licenses for 2024

SUBMITTED BY: Donna Cox, Village Clerk, Kasie Miller, Deputy Clerk

SUMMARY EXPLANATION:

Applications approved by the Police Department as a result of no findings from the background investigations previously conducted.

ATTACHMENT:

RECOMMENDATION:

Motion: To approve the renewal applications of the Secondhand Jewelry Dealer and Second Article Dealer Licenses for 2024 for the businesses listed.

ACTION BY Committee:

LICENSE APPLICATION

for

**PAWNBROKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER
SECONDHAND ARTICLE DEALER MALL or FLEA MARKET**

CHECK ALL THAT APPLY:

☐ Original application ☒ Renewal

TYPE: ☐ Pawnbroker ☐ Secondhand Jewelry Dealer ☒ Secondhand Article Dealer ☐ Mall or Flea Market

INSTRUCTIONS:

NATURAL PERSON (INDIVIDUAL) LICENSE – Complete Sections 1, 2, 3 and 6
PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6
CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI)	Sex	Race	Date of Birth	Place of Birth (City, State, Country)
National Rarities LLC/ McCaffrey, Dennis, M.	M	W	[redacted]	St. Louis, MO, USA

Street Address	City	State	ZIP	Home Telephone Number
2190 S. Mason rd ste 209	St. Louis	MO	63131	[redacted]

List all states applicant previously resided: Missouri

Is applicant a: ☐ Natural Person (Individual) ☐ Corporation ☒ Limited Liability Company ☐ Partnership

(SECTION 2) CONVICTION RECORD

Has the applicant, been convicted or adjudicated of any of the following **within the last 10 years** where the circumstances of the offense substantially relate to the circumstances of the licensed activity :

a felony?	☐ YES	☒ NO
a misdemeanor?	☐ YES	☒ NO
a statutory violation punishable by forfeiture?	☐ YES	☒ NO
a county or municipal ordinance violation?	☐ YES	☒ NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction or penalty information:
Attach additional sheets if necessary.

(SECTION 3) BUSINESS INFORMATION

Business Name	Street Address	City	State	ZIP	Telephone Number
National Rarities LLC	2190 S. Mason rd ste 209	St. Louis	MO	63131	[redacted]
Owner's Name	**Street Address**	**City**	**State**	**ZIP**	**Telephone Number**
Dennis M McCaffrey	2190 S. Mason rd ste 209	St. Louis	MO	63131	[redacted]
Business Manager's Name	**Street Address**	**City**	**State**	**ZIP**	**Telephone Number**
Matt Kruszynski	2190 S. Mason rd ste 209	St. Louis	MO	63131	[redacted]
Building Owner's Name	**Street Address**	**City**	**State**	**ZIP**	**Telephone Number**
Kessler's Diamond, INC	N96 W 16920 County Line rd	Germantown	WI	53022	[redacted]

(Over)

(SECTION 4) LIMITED LIABILITY COMPANY INFORMATION

Limited Liability Company Name:

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP
McCaffrey, Dennis M	[redacted]	3310 Quinette rd	St. Louis	MO	63122
Clough, Louis D	[redacted]	2311 S. Madison St	Denver	CO	80210

(SECTION 5) PARTNERSHIP INFORMATION

Partnership Name:

List name, address, and date of birth (DOB) of all partners. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP

(SECTION 6) CORPORATE INFORMATION

Corporation Name: | State of Incorporation:

List name, address, and date of birth (DOB) of all corporation officers and directors. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip

(SECTION 7) PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statement contained in the application or for any violation of Wis. Stat. §§ 134.71, 943.34, 948.62 or 948.63.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: DMcCaffrey

Print Name of Applicant: Dennis McCaffrey

FOR ADMINISTRATIVE USE ONLY

Licensing Authority	License Number Assigned	Date Effective	Clerk
VILLAGE OF GERMANTOWN			

FEES RECEIVED: Pawnbroker Bond $ 500.00 Secondhand Article License $ 27.50

Pawnbroker License $ 210.00 Secondhand Dealer Mall/Flea Market License $ 165.00

Secondhand Jewelry License $ 30.00 **TOTAL FEE: $** ____

FOR LAW ENFORCEMENT USE ONLY

☐ Recommend Approval ☐ Recommend Denial (Attach explanation.)

Investigating Office Signature ______________________ Date: ________

Print Name of Investigating Officer: ______________________

Department of Agriculture,
Trade and Consumer Protection
CP-121 (Factsheet433), Rev 02/20

State of Wisconsin
(WI Stat. s.134.71)

LICENSE APPLICATION

for

PAWNBROKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER
SECONDHAND ARTICLE DEALER MALL or FLEA MARKET

CHECK ALL THAT APPLY:

☐ Original application ☒ Renewal

TYPE: ☐ Pawnbroker ☒ Secondhand Jewelry Dealer ☒ Secondhand Article Dealer ☐ Mall or Flea Market

INSTRUCTIONS:

NATURAL PERSON (INDIVIDUAL) LICENSE – Complete Sections 1, 2, 3 and 6
PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6
CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI)	Sex	Race	Date of Birth	Place of Birth (City, State, Country)
Joseph J. Gehrke	M	W	[redacted]	Marinette, WI USA

Street Address	City	State	ZIP	Home Telephone Number
N96 W16920 County Line Rd	Germantown	WI	53022	[redacted]

List all states applicant previously resided: WISCONSIN + MICHIGAN

Is applicant a: ☐ Natural Person (Individual) ☒ Corporation ☐ Limited Liability Company ☐ Partnership

(SECTION 2) CONVICTION RECORD

Has the applicant, been convicted or adjudicated of any of the following **within the last 10 years** where the circumstances of the offense substantially relate to the circumstances of the licensed activity :

a felony?	☐ YES	☒ NO
a misdemeanor?	☐ YES	☒ NO
a statutory violation punishable by forfeiture?	☐ YES	☒ NO
a county or municipal ordinance violation?	☐ YES	☒ NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction or penalty information:
Attach additional sheets if necessary.

(SECTION 3) BUSINESS INFORMATION

Business Name	Street Address	City	State	ZIP	Telephone Number
Kesslers Diamond Center Inc	N96 W16920 County Line Rd	Germantown	WI	[redacted]	[redacted]
Owner's Name	**Street Address**	**City**	**State**	**ZIP**	**Telephone Number**
Business Manager's Name	**Street Address**	**City**	**State**	**ZIP**	**Telephone Number**
Joseph J. Gehrke	N96 W16920 County Line Rd	Germantown	WI	53022	[redacted]
Building Owner's Name	**Street Address**	**City**	**State**	**ZIP**	**Telephone Number**

(Over)

(SECTION 4) LIMITED LIABILITY COMPANY INFORMATION

Limited Liability Company Name:

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP

(SECTION 5) PARTNERSHIP INFORMATION

Partnership Name:

List name, address, and date of birth (DOB) of all partners. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP

(SECTION 6) CORPORATE INFORMATION

Corporation Name: Kesslers Diamond Center, Inc   State of Incorporation: WI

List name, address, and date of birth (DOB) of all corporation officers and directors. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip
Joseph J. Gehrke	[redacted]	N96W16920 County Line Rd	Germantown	WI	53022

(SECTION 7) PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statement contained in the application or for any violation of Wis. Stat. §§ 134.71, 943.34, 948.62 or 948.63.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: [signature]

Print Name of Applicant: Joseph J. Gehrke

FOR ADMINISTRATIVE USE ONLY

Licensing Authority	License Number Assigned	Date Effective	Clerk
VILLAGE OF GERMANTOWN			

FEES RECEIVED:

Pawnbroker Bond $ 500.00 | Secondhand Article License $ 27.50

Pawnbroker License $ 210.00 | Secondhand Dealer Mall/Flea Market License $ 165.00

Secondhand Jewelry License $ 30.00 | TOTAL FEE: $ 57.50

FOR LAW ENFORCEMENT USE ONLY

☐ Recommend Approval ☐ Recommend Denial (Attach explanation.)

Investigating Office Signature: ______ Date: ______

Print Name of Investigating Officer: ______

R# 412-0012 PD 11-29-23

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 4, 2023

PLACEMENT: Action Item

ITEM TITLE: Renewal Applications of Animal Fancier's Establishment Permits for 2024

SUBMITTED BY: Donna Cox, Village Clerk, Kasie Miller, Deputy Clerk

SUMMARY EXPLANATION:

Applications approved by the Police Department as a result of no findings from the background investigations previously conducted.

ATTACHMENT:

RECOMMENDATION:

Motion: To approve the renewal applications of the Animal Fancier's Establishment Permits for 2024 for the applicants listed.

ACTION BY Committee:

Village of

Germantown

N112W17001 Mequon Road
Germantown, WI 53022
Clerk's Office: 262-250-4740

APPLICATION FOR ANIMAL FANCIER'S PERMIT

Filling out your application:
Complete form in its entirety. False or incomplete information may lead to denial.

Review of your application:
For new applicants, the Clerk's Office will mail letters notifying neighbors within 300' of the property noted on your application. All applications will be reviewed by the Police Department and presented to the Public Safety Committee for approval/denial. If approved, Clerk will issue permit once all pets have been licensed.

	Cost
Annual Fee *(OU)*	$25
FEES ARE NON-REFUNDABLE	

Applicant First Name	M.I	Last Name
Becky	L	Rao

Property Address	City, State, & Zip
W204N13781 GOLDENDALE ROAD	Richfield, WI 53076

Email Address	[redacted]	[redacted]
beckyrao@icloud.com		

Zoning Limitations for Animal Fancier Permits

(Chapter 12.16 of the Municipal Code.)

Animal Fancier Permits may be granted in the following zoning districts:

1) A-1 and A-2 Districts
2) Rs-1 through Rs-4 Single-Family Residential Districts
3) Rs-5 Residential District, provided the residential lot is a minimum of 15,000 square feet in area, and the permit shall restrict the animal fancier to only small breed dogs, as classified by the American Kennel Club
4) B-3 General Business District, provided that the property is used solely as a residence and the minimum lot size is 20,000 square feet. If installing a structure or fence, applicant must contact the Community Development Department to discuss possible permit requirements.
5) Dog Houses, kennels or dog runs, located in any single-family or 2-family residential district, shall have a minimum side yard and rear yard setback of 15 feet.

Zoning of Property Address: A-1

Purpose of Requesting Animal Fancier Permit:
Breeding, training and showing purebred dogs.

For Office Use Only: Date: 1-29 Initials: KW Amount Paid: ________ License Number: ________
Date 300' notices mailed (for new applicants only): ________ Police Department: ___Approve or ___ Deny ___Initials
Community Development Department: ___Approve or ___Deny ___Initials
Public Safety Meeting Date: ________ Approved or Denied (Circle one) Village Board Meeting Date (if needed): ________

R# 412-0014

If Approved, the Animal Fancier's Permit will not be issued until **ALL** individual dog/cat licenses are paid, issued, and verified by the Village Clerk's Office.

List each animal below, providing all required information:

Dog/Cat	Male/Female (M/F)	Color	Breed	Rabies Tag No. & Expiration Date	Washington County Tag # for license year (Issued by Village)	Tag # Verified by Village Clerk (Y/N)
Dog	M FRANKIE	Orange and White	Brittany	26122 8/17/2024		
Dog	M Bean	Liver and White	Brittany	puppy: too young for vaccination		
Dog	F Hollie	White/ Orange	Brittany	521-21 07-28-24		
Dog	F RAINY	White/ Orange	Brittany	8325 10/10/2026		

Name of Veterinarian: Dr. Amy Spaeth DVM

Office Address: Jackson Pet Hospital; 3370 Jackson Drive Jackson, WI 53037

Phone: 262-677-3112

By signing this application, I agree that all information provided is accurate and agree to follow all provisions of the Animal Fancier Permit as established in Chapter ~~12.16~~ of the Municipal Code.

Signature of Applicant: Becky L Ross Date: 11/27/2023

Additional Applicant(if applicable):________ Date:________

2024

Village of Germantown

N112 W17001 Mequon Road
Germantown, WI 53022
Clerk's Office: 262-250-4740

APPLICATION FOR ANIMAL FANCIER'S PERMIT

Filling out your application:
Complete form in its entirety. False or incomplete information may lead to denial.

Review of your application:
For new applicants, the Clerk's Office will mail letters notifying neighbors within 300' of the property noted on your application. All applications will be reviewed by the Police Department and presented to the Public Safety Committee for approval/denial. If approved, Clerk will issue permit once all pets have been licensed.

	Cost
Annual Fee *(OU)*	$25
FEES ARE NON-REFUNDABLE	

Applicant First Name	M.I	Last Name
MARY	G.	BEST

Property Address	City, State, & Zip
W181 N12556 Fond du Lac Ave	GERMANTOWN, WI 53022

Email Address	Phone Number	Date of Birth
mgblackacre@YAHOO.COM	[redacted]	[redacted]

Zoning Limitations for Animal Fancier Permits

(Chapter 12.16 of the Municipal Code.)

Animal Fancier Permits may be granted in the following zoning districts:

1) A-1 and A-2 Districts
2) Rs-1 through Rs-4 Single-Family Residential Districts
3) Rs-5 Residential District, provided the residential lot is a minimum of 15,000 square feet in area, and the permit shall restrict the animal fancier to only small breed dogs, as classified by the American Kennel Club
4) B-3 General Business District, provided that the property is used solely as a residence and the minimum lot size is 20,000 square feet. If installing a structure or fence, applicant must contact the Community Development Department to discuss possible permit requirements.
5) Dog Houses, kennels or dog runs, located in any single-family or 2-family residential district, shall have a minimum side yard and rear yard setback of 15 feet.

Zoning of Property Address: RS-4

Purpose of Requesting Animal Fancier Permit:
BREED AND SHOW RARE BREED

For Office Use Only: Date: 11-27-23 Initials: KM Amount Paid: $25 License Number: ______
Date 300' notices mailed (for new applicants only): ______ Police Department: ___Approve or ___ Deny ___ Initials
Community Development Department: ___ Approve or ___ Deny ___ Initials
Public Safety Meeting Date: ______ Approved or Denied (Circle one) Village Board Meeting Date (if needed): ______

R# 408-0017

If Approved, the Animal Fancier's Permit will not be issued until **ALL** individual dog/cat licenses are paid, issued, and verified by the Village Clerk's Office.

List each animal below, providing all required information:

Dog/Cat	Male/Female (M/F)	Color	Breed	Rabies Tag No. & Expiration Date	Washington County Tag # for license year (issued by Village)	Tag # Verified by Village Clerk **(Y/N)**
DOG	BUZZ (M)	RED	IRISH TERRIER	10/24/26 60545		
DOG	DIXIE (F/S)	RED	IRISH TERRIER	4/5/25 57475		
DOG	(F/S) Q	RED	IRISH TERRIER	10/24/24 60535		

Name of Veterinarian: VETERINARY VILLAGE

Office Address: COLUMBIA DRIVE, LOMIRA, WI

Phone: 1-920-269-4072

By signing this application, I agree that all information provided is accurate and agree to follow all provisions of the Animal Fancier Permit as established in Chapter 12.16 of the Municipal Code.

Signature of Applicant: Mary G. Best Date: 11/27/23

Additional Applicant (if applicable): ______ Date: ______

VILLAGE OF GERMANTOWN
Office of the Village Clerk
N112 W17001 Mequon Road, P.O. Box 337
Germantown, WI 53022-0337
Phone: (262) 250-4740 Fax: (262) 253-8255

APPLICATION FOR ANIMAL FANCIER'S ESTABLISHMENT
Chapter 12.16 of the Municipal Code
Annual Fee: $25.00

Name: MAUREEN SHAUGHNESSY, D.V.M.

Address: W168N11318 WESTERN AVE

City/State/Zip Code: GERMANTOWN, WI 53022

E-Mail Address: golden4pawdoc@yahoo.com

Phone Number: [redacted] Date of Birth: [redacted]

Zoning of Property: RESIDENTIAL **** See Zoning Limitations. Before going any further, if you do not reside in an approved zoning district, you do not qualify for this permit.****

Please Note: Animal Fancier's License will not be issued unless all of the individual cat or dog licenses are paid and issued prior to December 31st.

Purpose of requesting an animal fancier's permit: BREEDING, RAISING, TRAINING GOLDEN RETRIEVERS

Listing of each animal:

NAME DOG / CAT:	MALE/ FEMALE	COLOR	BREED	RABIES TAG NO. & EXPIRATION DATE:
PADRAIG	MALE	BLOND	GLD RETR	#273 EXP 3-26
AOIFE	FEMALE	GOLDEN	GLD RETR	#276 EXP 3-26
SIBEAL	FEMALE	GOLDEN	GLD RETR	#213 EXP 3-25
CIARAN	MALE	GOLDEN	GLD RETR	#179 EXP 6-24
SIOBHAN	FEMALE	BLOND	GLD RETR	#274 EXP 3-26
N/A	F/S	TAN	TERRIER X	#275 EXP 3-26

If there are more animals, attach a separate sheet or use the back of this form giving required information. Also, attach a copy of the plot plan showing dog runs, etc., if applicable.

Name of Veterinarian: MAUREEN SHAUGHNESSY, DVM
Address: W168 N11318 WESTERN AVE
City/State/Zip Code: GERMANTOWN, WI 53022
Phone Number: [redacted]

Maureen Shaughnessy, DVM
Signature of Owner

11/30/23
Date

PD 11-30-23 R# 413-0006 KW

Village of

Germantown

N112 W17001 Mequon Road
Germantown, WI 53022
Clerk's Office: 262-250-4740

APPLICATION FOR ANIMAL FANCIER'S PERMIT

Filling out your application:
Complete form in its entirety. False or incomplete information may lead to denial.

Review of your application:
For new applicants, the Clerk's Office will mail letters notifying neighbors within 300' of the property noted on your application. All applications will be reviewed by the Police Department and presented to the Public Safety Committee for approval/denial. If approved, Clerk will issue permit once all pets have been licensed.

	Cost
Annual Fee *(OU)*	$25
FEES ARE NON-REFUNDABLE	

Applicant First Name	M.I	Last Name
Clint + Lisa ~~Murray~~		Murray

Property Address	City, State, & Zip
N103W15022 Windsong Cir E	Germantown, WI 53022

Email Address	Phone Number
turreno@hotmail.com	[redacted]

Zoning Limitations for Animal Fancier Permits

(Chapter 12.16 of the Municipal Code.)

Animal Fancier Permits may be granted in the following zoning districts:

1) A-1 and A-2 Districts
2) Rs-1 through Rs-4 Single-Family Residential Districts
3) Rs-5 Residential District, provided the residential lot is a minimum of 15,000 square feet in area, and the permit shall restrict the animal fancier to only small breed dogs, as classified by the American Kennel Club
4) B-3 General Business District, provided that the property is used solely as a residence and the minimum lot size is 20,000 square feet. If installing a structure or fence, applicant must contact the Community Development Department to discuss possible permit requirements.
5) Dog Houses, kennels or dog runs, located in any single-family or 2-family residential district, shall have a minimum side yard and rear yard setback of 15 feet.

Zoning of Property Address: Same as above

Purpose of Requesting Animal Fancier Permit:
Renewal – personal

For Office Use Only: Date: 12-1-23 Initials: KM Amount Paid: 25 License Number: ________
Date 300' notices mailed (for new applicants only): ______ Police Department: ___Approve or ___ Deny ___Initials
Community Development Department: ____Approve or ___Deny ___Initials
Public Safety Meeting Date: ______ Approved or Denied (Circle one) Village Board Meeting Date (if needed): ______

R# 414 – 0007

If Approved, the Animal Fancier's Permit will not be issued until **ALL** individual dog/cat licenses are paid, issued, and verified by the Village Clerk's Office.

List each animal below, providing all required information:

Dog/Cat	Male/Female (M/F)	Color	Breed	Rabies Tag No. & Expiration Date	Washington County Tag # for license year (issued by Village)	Tag # Verified by Village Clerk (Y/N)
Rai	M	White	Shiba-Inu	18347 May, 2024		
Westley	M	Fawn	Puggle	18490 June, 2024		
Sun-Shin	M	Red	Jindo	444591 May 2024		
Freya	F	White	Terrier	19307 June, 2025		

Name of Veterinarian: Dr. Alex Hoffmann

Office Address: N112 W16017 Mequon Rd Germantown, 53022

Phone: 262-255-6111

By signing this application, I agree that all information provided is accurate and agree to follow all provisions of the Animal Fancier Permit as established in Chapter 12.16 of the Municipal Code.

Signature of Applicant: Lisa Murray Date: 11/30/23

Additional Applicant(if applicable): ______ Date: ______