MEETING:	**REGULAR MEETING OF THE VILLAGE BOARD**
DATE & TIME:	**Monday, June 3, 2024 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: May 20, 2024

VIII. **UNFINISHED BUSINESS**

IX. **PUBLIC HEARINGS:**

X. **NEW BUSINESS:**

A. Application for Fireworks Permit: Germantown Parks & Recreation for the Fourth of July in Fireman's Park

B. Application for Appointment of Successor Agent: EKM Moose 1238, W198N10217 Appleton Ave; Agent for Consideration: William F Numrich

C. Application for Appointment of Successor Agent: Pick 'N Save #357, N112W16200 Mequon Rd; Agent for Consideration: John R Quinn

D. Application for Appointment of Successor Agent: Post One Inc (American Legion) N120W15932 Freistadt Rd; Agent for Consideration: Kristi B Bonnell

E. Application for Appointment of Successor Agent: Walgreens #5427, W156N11261 Pilgrim Rd; Agent for Consideration: Alyssa M Ritger

F. Application for a Temporary Class "B" Retailer's License: 50th Anniversary Event for Germatown Historical Society on July 13, 2024 at Dheinsville Historic Park

G. Producer Full-Service Retail Sales Application: Component Brewing for Hops & Hounds event on July 12, 2024, at Homestead Hollow County Park

H. 2024-2025 Applications for Renewal of Retail Alcohol Beverage Licenses

I. 2024-2025 Applications for Renewal of Annual Outside Premise Extension Licenses

J. Application for Renewal of Junk Dealer Establishment: Waste Management, W132N10487 Grant Dr

K. Application for Renewal of Second Hand Article Dealer License: ecoATM,LLC; W190N9855 Appleton Ave (within Wal-Mart)

L. Employee Benefits Broker Contract

M. A Resolution in Support of and Committing Match Funds Not to Exceed $4,250,000 for Germantown Community Library's 2024 Flexible Facilities Program (FFP) Grant Application for the Library's Second Floor Expansion

N. Development Agreement with Sterling Pharma Solutions. The Village Board may go into closed session as per Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session, and then re-enter open session to take such action as it deems appropriate.

XI. ADJOURNMENT:

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, May 20, 2024 7:00 PM**
LOCATION:	**Germantown Village Hall Board Room** **N112 W17001 Mequon Road**

DRAFT

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.*

Village President Dean Wolter called the Village Board meeting to order at 7:10 PM.

II. ROLL CALL:

Present: Trustee David Baum, Trustee Terri Kaminski, Trustee Rick Miller, Trustee Robert Warren, Trustee Jan Miller, Trustee Phil Hudson, President Dean Wolter, Trustee Meg Cutts
Present via WebEx: Trustee Jolene Pieper
Absent:
Excused:
Also Present: Village Clerk Donna Ott, Village Attorney Brian Sajdak, Village Administrator Steve Kreklow, Community Development Director Jeff Retzlaff

III. PLEDGE OF ALLEGIANCE:

IV. PRESIDENT'S REPORT:

Village President Wolter thanked all those involved in the planning of Mai Fest and thanked everyone that came out. Village President Wolter extended a special thank you to Irene and Ken Miller and congratulated the Queen of Mai Fest, Stacy Krueger.

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

Trustees announced upcoming meeting dates and times.

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.)*

Michael Anderson (N114 W18686 Clinton Drive) spoke regarding Item D text amendments.

Sarah Larson (W159 N9737 Butternut Road spoke regarding various items.

Melanie Smythe (N140 W17938 Cedar Lane) spoke regarding the budget and various items.

Scott Hefle (W159 N10514 Old Farm Road) spoke regarding various items.

VII. CONSENT AGENDA:

A. Minutes: May 6, 2024

B. Purchase of 2024 Ford Escape

Motion: Approve as presented
Motioned By: Trustee Baum
Seconded By: Trustee Warren

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts, Trustee Pieper
No: None
Abstain: None

Motion Carried by Roll Call Vote (Yes 9, No 0, Abstained 0)

VIII. UNFINISHED BUSINESS

IX. PUBLIC HEARINGS:

X. NEW BUSINESS:

A. Briohn Building Corp, Agent for Green Bay Packaging Inc., Property Owner - N128 W21600 Holy Hill Road. Conditional Use Permit (CUP) to allow encroachment into a 25’ Wetland Setback (ACTION)

Motion: Approve as presented
Motioned By: Trustee Baum
Seconded By: Trustee Warren

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Hudson, President Wolter, Trustee Cutts, Trustee Pieper
No: Trustee Jan Miller
Abstain: None

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Motion Carried by Voice Vote (Yes 8, No 1, Abstained 0)

B. Resolution approving a Letter Agreement with Briohn Building Concerning Wetland Fill related to the Relocation of 48th Street

Motion: Approve as presented
Motioned By: Trustee Baum
Seconded By: Trustee Warren

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Hudson, President Wolter, Trustee Cutts, Trustee Pieper
No: Trustee Jan Miller
Abstain: None

Motion Carried by Voice Vote (Yes 8, No 1, Abstained 0)

C. Jim Tollar, Agent for Berean Bible Society, Property Owner - N112 W17761 Mequon Road. 2-lot Certified Survey Map (CSM). (ACTION)

Motion: Approve as presented
Motioned By: Trustee Baum
Seconded By: Trustee Warren

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Jan Miller, Trustee Hudson, President Wolter, Trustee Cutts, Trustee Pieper
No: None
Abstain: None

Motion Carried by Voice Vote (Yes 9, No 0, Abstained 0)

D. Village of Germantown Community Development Department - Proposed Ordinance for Text Amendments to Chapter 17 of the Village of Germantown Municipal Code: 17.07 Temporary Uses; 17.08 Definitions; 17.33 M-1 Limited Industrial District; and 17.41 Accessory Uses, Buildings and Structures. (ACTION)

Motion 1: Approve as presented
Motioned By: Trustee Baum
Seconded By: Trustee Hudson

Motion 2: Amend Item 7C on Amendment 4 to remove the A1 District
Motioned By: Trustee Rick Miller
Seconded By: Trustee Kaminski

Results of Motion 2:
Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee

DRAFT

Jan Miller, Trustee Hudson, Trustee Cutts, Trustee Pieper
No: President Wolter
Abstain: None

Motion to Amend Carried by Voice Vote (Yes 8, No 1, Abstained 0)

Results of Motion 1 as Amended:
Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Hudson, President Wolter, Trustee Cutts, Trustee Pieper
No: Trustee Jan Miller
Abstain: None

Motion Carried As Amended by Voice Vote (Yes 8, No 1, Abstained 0)

E. Settlement Agreement and Release between the Village and Heritage Place Joint Venture related to Impact Fees

Motion: Approve as presented
Motioned By: Trustee Baum
Seconded By: Trustee Rick Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, President Wolter, Trustee Cutts, Trustee Pieper
No: Trustee Jan Miller, Trustee Hudson
Abstain: None

Motion Carried by Roll Call Vote (Yes 7, No 2, Abstained 0)

XI. ADJOURNMENT:

Village President Wolter adjourned the Village Board meeting at 8:20 PM.

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PERMIT TO POSSESS AND DISPLAY FIREWORKS

Washington **County** WI **State**

May 13 **20** 24

TO WHOM IT MAY CONCERN- GREETINGS:
Application having been made in accordance with the laws of the State of Wisconsin**,**

This permit is issued to Wolverine Fireworks

Giving them the right to exhibit display fireworks on the 4th **day of** July**, 20** 24**,**

At 9 **o'clock P.M. at** Firemen's Park - W162N11870 Park Ave **in said County,**

In connection with Village of Germantown Fourth of July **celebration.**

Rain Date (In the event of inclement weather): July 11, 2024

WOLVERINE FIREWORKS DISPLAY, INC.
205 WEST SEIDLERS RD.
KAWKAWLIN, MI 48631
WISCONSIN DIVISION:
262-968-4178
gina@wolvdisplay.com

SHERIFF OR CHIEF OF FIRE DEPARTMENT

Fire Chief

Village of Germantown

N112 W17001 Mequon Rd
Germantown, WI 53022
Clerk's Office 262-250-4740

Licensing Fee: $100
Investigation Fee: $ 7
Total Due: $107
Chapter 9.06(5) of the Municipal code

FIREWORKS USER PERMIT APPLICATION

Applicant First Name	M.I.	Last Name
Gil	S	Standridge

Address	City	State	Zip
N112 W17001 Mequon Rd.	Germantown	WI	53022

E-mail Address	Phone
gstandridge@germantownwi.gov	[redacted]

Driver's License Number
[redacted]

Date of Birth	Race	Sex
[redacted]	Caucasion	M

Location of Premises Where Discharge of Fireworks Will Occur
Fireman Park

Date Requested	Time
July 4, 2024	9:00 PM

Description of Fireworks to be Discharged
Pyrotechnic Display

Purchased From	Date
Wolverine Fireworks	May 9, 2024

Operator Who Will Discharge Fireworks:

First Name	M.I.	Last Name
Gina		Bartoletta

Address	City	State	Zip
205 W. Seidlers Rd	Kawhawlin	MI	48631

Phone	Driver's License Number
989-662-0121	

Date of Birth	Race	Sex

Credentials
SUpermit to possess & display fireworks

INCLUDE THE FOLLOWING ATTACHMENTS WITH THE APPLICATION:

1. Copy of Certificate of Liability Insurance in the amount of $1,000,000 for bodily injury to any one person, in the amount of $5,000,000 for injury to more than one person and in the amount of $2,000,000 for damage to property that may arise by reason of use or discharge of fireworks under the permit. *The Village shall be named as one of the insureds in said policy of insurance.*
2. Letter from property owner authorizing use of property for the discharge of fireworks.

Signature of Applicant: Hal Standorf 5-9-24

VILLAGE OF GERMANTOWN ADMINISTRATIVE USE ONLY:			
Police Chief Date Notified: Approved or Denied (Circle One) Date:	Fire Chief Date Notified: Approved or Denied (Circle One) Date:		
Village Board Meeting Date: Approved or Denied (Circle One)	License Number	Date Effective	Clerk / Deputy Clerk

G:\Clerk\Forms\Fireworks Permit (7/2021)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 1111 Lake Washington Blvd N. Suite 400 Renton WA 98056	CONTACT NAME: Janet Nau PHONE (A/C, No, Ext): 425-455-5640 FAX (A/C, No): 425-455-6727 E-MAIL ADDRESS: jnau@tpgrp.com
INSURED 14347 Wolverine Fireworks Display, Inc. 205 West Seidlers Road Kawkawlin MI 48631	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest Indemnity Insurance Co — 10851 INSURER B : Everest Denali Insurance Company — 16044 INSURER C : Arch Specialty Insurance Company — 21199 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1564246978 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		SI8GL02099241	2/1/2024	2/1/2025	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			SI8CA00274241	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR			UXP104806302	2/1/2024	2/1/2025	EACH OCCURRENCE	$ 4,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Excess Liability - Occurrence			SI8EX01908241	2/1/2024	2/1/2025	Each Occurrence Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured per form ECG 20592 0509 attached:
Show Date: 7/4/2024
Show Location: Fireman's Park- Park Ave, Germantown WI 53022
Additional Insured(s): Village of Germantown, Kiwanis Club of Germantown, Germantown School District, Kiwanis International,

CERTIFICATE HOLDER

Village of Germantown
N112 W17001 Mequon Road
Germantown WI 53022

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

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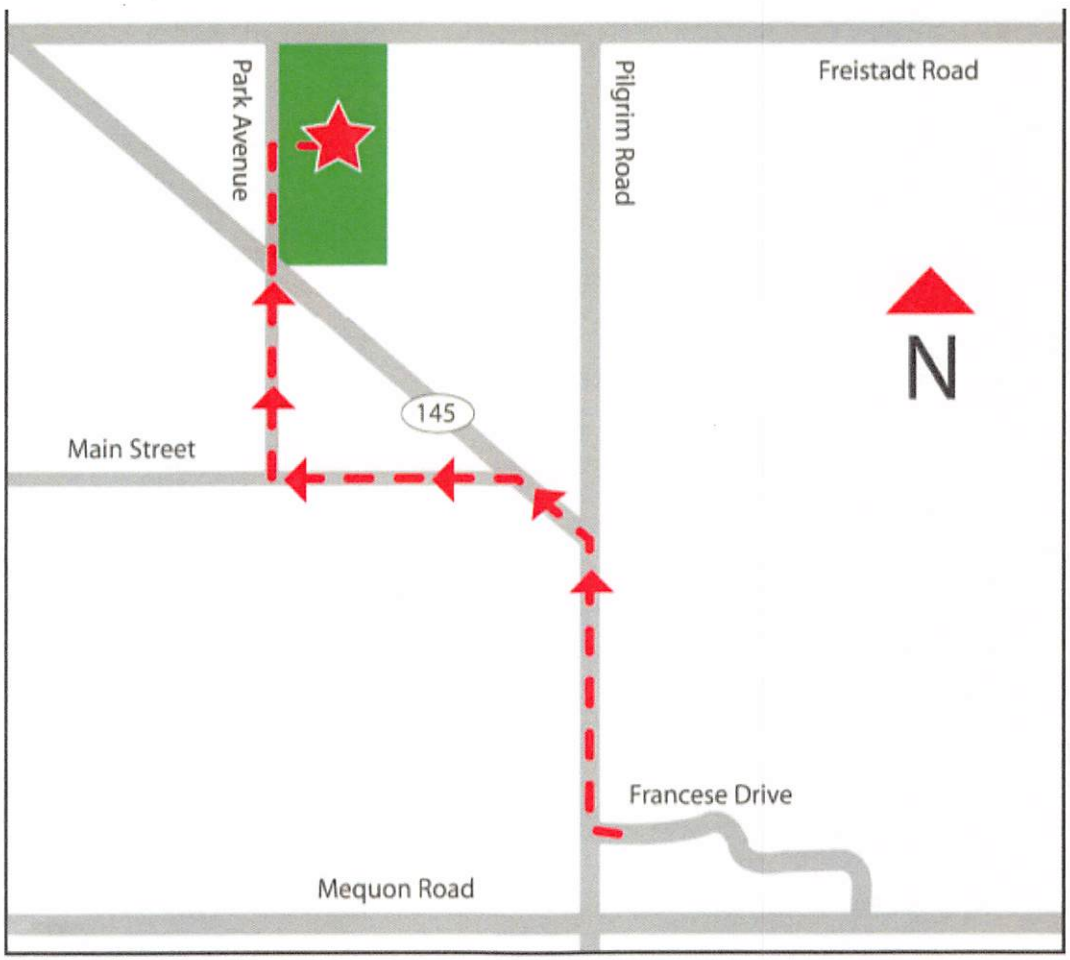
Village of Germantown

VILLAGE OF GERMANTOWN
July 4th Festivities
P.O. Box 111 - Germantown, WI 53022

Germantown July 4th, 2023
Parade Route Map



Please Note: the big red star is Firemen's Park, not the end of the parade!

Every unit in the parade should proceed to Freistadt Road and disburse.

If you need to breakdown your float, turn right onto the driveway between the Senior Center and Veterans Memorial (before reaching Freistadt Road). This will be a transition area; not a parking area.

If you want to go into the park to stay and enjoy the afternoon, proceed east on Freistadt Road to parking area.

PERMIT TO POSSESS AND DISPLAY FIREWORKS

Washington **County** WI **State**

May 13 **20** 24

TO WHOM IT MAY CONCERN- GREETINGS:
Application having been made in accordance with the laws of the State of Wisconsin**,**

This permit is issued to Wolverine Fireworks

Giving them the right to exhibit display fireworks on the 4th **day of** July**, 20** 24**,**

At 9 **o'clock P.M. at** Firemen's Park - W162N11870 Park Ave **in said County,**

In connection with Village of Germantown Fourth of July **celebration.**

Rain Date (In the event of inclement weather): July 11, 2024

WOLVERINE FIREWORKS DISPLAY, INC.
205 WEST SEIDLERS RD.
KAWKAWLIN, MI 48631
WISCONSIN DIVISION:
262-968-4178
gina@wolvdisplay.com

SHERIFF OR CHIEF OF FIRE DEPARTMENT

Fire Chief

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☐ Original (no fee) ☒ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
EASTERN Kettle Moraine Moose Lodge 1238

2. Business Trade Name or DBA
EKM Moose 1238

3. Entity Type *(check one)*
☐ Limited Liability Company ☐ Corporation ☒ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.
CURRENT Holder PASSED AWAY

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
NUMRICH	William	F

4. Email
Lodge1238@MooseUnits.ORG

5. Phone
[redacted]

6. Home Address
[redacted]

7. City	8. State	9. Zip Code	10. Age
[redacted]			

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☒ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*? Submit a completed Form AB-100 with this form. ☒ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☒ Yes ☐ No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
NUMRICH	WILLIAM	F

Title	Email	Phone
ADMINASTOR	Lodge1238@mooseunits.org	[redacted]

Signature	Date
William Numrich	5-7-24

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
NUMRICH	William	F

Signature	Date
William Numrich	5-7-24

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☐ Original (no fee) ☑ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Ultra Mart Foods, LLC

2. Business Trade Name or DBA
Pick 'n save #357

3. Entity Type *(check one)*
☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☐ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Quinn	John	R

4. Email
john.quinn@roundys.com

5. Phone [redacted]

X 6. Home Address [redacted]

7. City [redacted] 8. State 9. Zip Code [redacted] 10. Age [redacted]

11. Drivers License/State ID Number [redacted] 12. Drivers License/State ID State of Issuance

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☑ Yes ☐ No
Submit proof of completion.

X 2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*? ☑ Yes ☐ No
Submit a completed Form AB-100 with this form.

3. Have you been a Wisconsin resident for at least 90 continuous days? ☑ Yes ☐ No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the Undersigned, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Fedder	Ann	M

Title	Email	Phone
Vice President	[redacted]	[redacted]

Signature	Date
Ann Fedder Secretary VP	4/29/2024

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the Agent, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Quinn	John	R

Signature	Date
[signature]	4/27/2024

Form
AB-101

Alcohol Beverage Appointment of Agent

Date
05/21/2024

Agent Type *(check one)*

☐ Original (no fee) ☑ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Post One Inc

2. Business Trade Name or DBA
Post One Inc

3. Entity Type *(check one)*
☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☐ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.
Previous agent resigned from Executive Board due to age and health issues.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Bonnell	Kristi	B

4. Email [redacted] 5. Phone [redacted]

6. Home Address [redacted]

7. City	8. State	9. Zip Code	10. Age
[redacted]	[redacted]	[redacted]	[redacted]

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	[redacted]

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☑ Yes ☐ No
Submit proof of completion.

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire?* ☑ Yes ☐ No
Submit a completed Form AB-100 with this form.

3. Have you been a Wisconsin resident for at least 90 continuous days? ☑ Yes ☐ No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Bonnell	Kristi	B

Title	Email	Phone
Commander	legionpostone@gmail.com	[redacted]

Signature	Date
Kristi Bonnell	05/21/24

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Bonnell	Kristi	B

Signature	Date
Kristi Bonnell	05/21/24

Form **AB-101**

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☐ Original (no fee) ☒ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor): WALGREEN CO

2. Business Trade Name or DBA: WALGREENS #05427

3. Entity Type *(check one)*: ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*: ☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Bitgen	Alyssa	M

4. Email: taxlicenserenewals@walgreens.com

5. Phone: [redacted]

6. Home Address: [redacted]

7. City	8. State	9. Zip Code	10. Age
[redacted]			

11. Drivers License/State ID Number	12. Drivers License/State ID State of Issuance
[redacted]	[redacted]

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire?* ☒ Yes ☐ No
Submit a completed Form AB-100 with this form.

3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
BROWN	BRIAN	R

Title	Email	Phone
VICE PRESIDENT AND TREASURER	taxlicenserenewals@walgreens.com	[redacted]

Signature	Date
B.R.B	5-21-24

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, herby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Bitger	Alyssa	M

Signature	Date
[signature]	4/5/24

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 3, 2024

PLACEMENT: Action Item

ITEM TITLE: Application for a Temporary Class "B" Retailer's License: 50th Anniversary Event for Germatown Historical Society on July 13, 2024 at Dheinsville Historic Park

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 07.13.24 50th Anniversary Event Germantown Historical Society_Redacted

RECOMMENDATION:

ACTION BY Committee:

May 22, 2024

Village of Germantown
Office of the Clerk
P O Box 337
Germantown, WI 53022

Dear Sir:

RE: 50th Anniversary Event for Germantown Historical Society, July 13, 2024

Enclosed you will find the license applications for the Temporary Alcohol Beverage License for the July 13th event (AB-220) and the Alcohol Beverage Individual Questionnaires for our 9 Board Members (AB-100).

Please review and issue the License for us. I would like to pick up the License at the Village when it is available. If you have any questions, please do not hesitate to contact me.

Thank you,

Susan Dix, Treasurer
Germantown Historical Society
262 853 2029

Form
AB-220

Temporary Alcohol Beverage License

Municipality

License(s) Requested	Fees	
☐ Temporary "Class B" Wine ☑ Temporary Class "B" Beer	License Fees	$ 10.00
	Background Check	$ [redacted]
	Total Fees	$ 10.00

Part A: Organization Information

1. Organization Name
GERMANTOWN HISTORICAL SOCIETY

2. Organization Permanent Address
N128 W18780 HOLY HILL ROAD

3. City	4. State	5. Zip Code
GERMANTOWN	WI	53022

6. Mailing Address (if different from permanent address)
P O BOX 31

7. FEIN	8. Date of Organization/Incorporation	9. State of Organization/Incorporation
[redacted]	06/01/19	WI

10. Phone	11. Email
(262) 853-2029	germantownhistoricalsociety@gmail.com

12. Organization type *(check one)*

☐ Bona Fide Club ☐ Church ☐ Fair Association/Agricultural Society ☐ Veteran's Organization
☑ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.

13. Is this organization required to hold a Wisconsin Seller's permit? ..... ☐ Yes ☑ No

14. Wisconsin Seller's Permit Number (if applicable)

Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.

Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
Dix	James	President	[redacted]
Fritsche	Phil	Vice President	
Bast	Peggy	Secretary	
Dix	Susan	Treasurer	
Miller	Marge	Board Member	

Continued →

RH 0595-13

Part B: Individual Information

Continued:

Gierach	Fritz	Board Member	[redacted]
Bast	Judy	Board Member	
Lutz	Barbara	Board Member	
Bykowski	Mary	Board Member	

Part C: Event Information

1. Name of Event (if applicable)
50th ANNIVERSARY BIER GARDEN CELEBRATING GERMANTOWN HISTORICAL SOCIETY

2. Dates of Operation	3. Hours of Operation
JULY13,2024	12N - 6:00 PM

4. Premises Address
DHEINSVILLE HISTORIC PARK

5. City	6. State	7. Zip Code
GERMANTOWN	WI	53022

8. County	9. Governing Municipality	10. Aldermanic District
WASHINGTON	☐ City ☐ Town ☑ Village of: GERMANTOWN	Trustee Dist 1

11. Organizer of Event (if not the named applicant)	12. Email and/or Phone Number for Organizer of Event
Jim Dix/Sue Dix	[redacted]

13. Organizer Website	14. Event Website
~~Sue Dix~~	←→germantownhistoricalsociety.org

15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

All events will be at the Dheinsville Festhalle and surrounding areas in the Dheinsville Park

stored - Sold at ~~Festhalle~~ (bar)
Consumed Festhalle and Dheinsville Park

Part D: Attestation

Who must sign this application?

- one officer or director of the nonprofit organization

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Dix	James	R

Title	Email	Phone
President	[redacted]	[redacted]

Signature	Date
James R. Dix - President	05/13/20

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number
Date License Granted	**Date License Issued**
Signature of Clerk/Deputy Clerk	

Save Print Clear

Form **AB-100**

Alcohol Beverage Individual Questionnaire

Date 5-14-2024

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor): GERMANTOWN HISTORICAL SOCIETY INC
2. Business Trade Name or DBA: SAME
3. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
Bykowski	Mary	J

4. Relationship to Business (Title)	5. Email	6. Phone
Board member	[redacted]	[redacted]

7. Home Address: [redacted]

8. City	9. State	10. Zip Code	11. Date of Birth
[redacted]		[redacted]	[redacted]

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	[redacted]

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years	Months
65	4

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1 [redacted]			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Washington						
WI	Milwaukee						

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
Mary By Kay Gl	May132024

Form **AB-100**

Alcohol Beverage Individual Questionnaire

Date 5/14/2024

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
GERMANTOWN HISTORICAL SOCIETY INC

2. Business Trade Name or DBA
SAME

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
Gierach	Frederick	E.

4. Relationship to Business (Title)	5. Email	[redacted]
Director	N/A	

7. Home Address [redacted]

8. City	9. State	10. Zip Code	11. Date of Birth
[redacted]	[redacted]	[redacted]	[redacted]

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	[redacted]

Part C: Address History

1. Do you currently reside in Wisconsin? ☑ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? Years 80 Months 7

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1 [redacted]			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Washington						

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	**Was sentence completed?** ☐ Yes ☐ No	
Law/Ordinance Violated	**Location**	**Conviction Date**
Penalty Imposed	**Was sentence completed?** ☐ Yes ☐ No	
Law/Ordinance Violated	**Location**	**Conviction Date**
Penalty Imposed	**Was sentence completed?** ☐ Yes ☐ No	

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
Frederick E. Kierach	5/14/2024

Form **AB-100**

Alcohol Beverage Individual Questionnaire

Date 5/15/2024

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
GERMANTOWN HISTORICAL SOCIETY INC

2. Business Trade Name or DBA
SAME

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
DIX	SUSAN	K

4. Relationship to Business (Title)	5. Email	6. Phone
TREASURER	[redacted]	[redacted]

7. Home Address
5179 FOX HOLLOW DRIVE

8. City	9. State	10. Zip Code	11. Date of Birth
[redacted]			

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	

Part C: Address History

1. Do you currently reside in Wisconsin? ☑ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years	Months
73	

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1: SAME ADDRESS 17 YRS			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	WASHINGTON	WI	WAUKESHA	WI	MILWAUKEE		

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... ☐ Yes ☑ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... ☐ Yes ☑ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
Susan K. Dix	5/15/2024

Form **AB-100**

Alcohol Beverage Individual Questionnaire

Date 5/15/2024

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
GERMANTOWN HISTORICAL SOCIETY INC

2. Business Trade Name or DBA
SAME

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
DIX	JAMES	R

4. Relationship to Business (Title)	5. Email	6. Phone
PRESIDENT	[redacted]	[redacted]

7. Home Address
[redacted]

8. City	9. State	10. Zip Code	11. Date of Birth
[redacted]		[redacted]	[redacted]

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	

Part C: Address History

1. Do you currently reside in Wisconsin? ☑ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years	Months
73	

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1: SAME ADDRESS 17 YRS			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	WASHINGTON	WI	WAUKESHA	WI	MILWAUKEE		

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... ☐ Yes ☑ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... ☐ Yes ☑ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
James R Duffy	5/15/2024

Form
AB-100

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor): GERMANTOWN HISTORICAL SOCIETY
2. Business Trade Name or DBA:
3. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☒ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
BAST	JUDITH	A.

4. Relationship to Business (Title)	5. Email	6. Phone
BOARD MEMBER	[redacted]	

7. Home Address: [redacted]

8. City	9. State	10. Zip Code	11. Date of Birth
[redacted]			

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? Years: 80 Months: 6

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1	City	State	Zip Code
[redacted]			
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	OZAUKEE						
WI	MILWAUKEE						

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
Judith A. Bast	5-15-2024

Save Print

Form **AB-100**

Alcohol Beverage Individual Questionnaire

Date 5-14-24

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
GERMANTOWN HISTORICAL SOCIETY INC

2. Business Trade Name or DBA
SAME

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
Lutz	Barbara	A

4. Relationship to Business (Title)	5. Email	6. Phone
Board Member	[redacted]	

7. Home Address [redacted]

8. City	9. State	10. Zip Code	11. Date of Birth
[redacted]			

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	

Part C: Address History

1. Do you currently reside in Wisconsin? ☐ Yes ☒ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years	Months

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1	[redacted]		
[redacted]			
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
MN	Sherburne	Wisc	Washington	MN	Hennepin	Wisc	Dunn
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
Barbara Alice Lutz	5-14-24

Form
AB-100

Alcohol Beverage Individual Questionnaire

Date 5/20/24

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
GERMANTOWN HISTORICAL SOCIETY INC

2. Business Trade Name or DBA
SAME

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
Miller	Margaret	mem

4. Relationship to Business (Title)	5. Email	6. Phone
Member of Board	[redacted]	

7. Home Address [redacted]

8. City	9. State	10. Zip Code	11. Date of Birth
[redacted]			

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years	Months
86	3

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1			
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary. [redacted]

State	County	State	County	State	County	State	County
GA	Rochester	WI	Milwaukee				
TX	El Paso						

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No	

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
Margaret A. Miller	5/20/2024

Form
AB-100

Alcohol Beverage Individual Questionnaire

Date 5·21·2024

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor): Germantown Historical Society
2. Business Trade Name or DBA:
3. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☒ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
Bast	Peggy	S

4. Relationship to Business (Title)	5. Email	6. Phone
Board Member	[redacted]	

7. Home Address: [redacted]

8. City	State	10. Zip Code	11. Date of Birth
[redacted]			

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	

Part C: Address History

1. Do you currently reside in Wisconsin? ☒ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application? Years: 48 Months: 2

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1	City	State	Zip Code
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Milwaukee	WI	Walworth				
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... ☐ Yes ☒ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
Peggy S Bast	5·21·2024

Form
AB-100

Alcohol Beverage Individual Questionnaire

Date 05/15/24

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor): Germantown Historical Society, Inc.
2. Business Trade Name or DBA: Same
3. Entity Type *(check one)*: ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
Fritsche	Philip	C.

4. Relationship to Business (Title)	5. Email	6. Phone
Board Member	[redacted]	

7. Home Address: [redacted]

8. City	9. State	10. Zip Code	11. Date of Birth
[redacted]			

12. Drivers License/State ID Number	13. Drivers License/State ID State of Issuance
[redacted]	

Part C: Address History

1. Do you currently reside in Wisconsin? ☑ Yes ☐ No

If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?

Years	Months
58	

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

	City	State	Zip Code
Previous Address 1	[redacted]		
Previous Address 2			
Previous Address 3			
Previous Address 4			
Previous Address 5			

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Washington	WI	Dodge				

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . ☐ Yes ☑ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . ☐ Yes ☑ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
Philip C. Fritsche	05/15/24

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... ☐ Yes ☑ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed?..... ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... ☐ Yes ☑ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
Philip C. Fritsche	05/15/24

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 3, 2024

PLACEMENT: Action Item

ITEM TITLE: Producer Full-Service Retail Sales Application: Component Brewing for Hops & Hounds event on July 12, 2024, at Homestead Hollow County Park

SUBMITTED BY: Kasie Miller, Deputy Clerk

SUMMARY EXPLANATION:

Effective May 1, 2024, *2023 Wisconsin Act 73* authorizes eligible producers (manufacturers, rectifiers, wineries, and breweries) to make full-service retail sales at their production premises and up to three off-site retail outlets.

Component Brewing submitted to the Clerk's Office *AB-105 Producer Full-Service Retail Sales Application* and is requesting approval of *Unlimited Transfer Full-Service Retail Outlet* to sell beer at the Hops & Hounds event on July 12, 2024, from 4:00PM-8:00PM at Homestead Hollow County Park. The Village must fill out *Part G* of the application and return to the Applicant prior to the Applicant's submittal to the State for review/approval. For *Part G, Question 1*: we as the municipality are allowed to limit the scope of what the business sells (ex. if they sell beer, wine, and liquor, but we only want them to sell beer, we can limit their offerings.) For *Part G, Question 2*: we as the municipality can limit other activities, such as operating hours. The State conducts the background checks on the applicant and verifies the business is allowed to hold the requested type of license prior to issuance.

Additionally, the State has provided additional information/faq's to assist municipalities as this form is new:

What is the difference between a fixed and unlimited transfer full-service retail outlet? Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

Can a municipality limit authorized sales at a full-service retail outlet? Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees. Some examples of limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.

Does a producer need licensed operators (bartenders)? Yes. There must be one or more licensed operators in charge of the premises. An operator's license is often called

a "bartender's license." Not all bartenders must hold operator's licenses, but there must be at least one licensed operator in charge of the premises. If the premises is large, with several serving areas, bar areas, etc., licensed operators must oversee each distinct area to supervise and direct unlicensed persons who may be selling/serving alcohol beverages.

ATTACHMENT:

1. Homestead Hollow 7-12 DOR Permit Application Redacted

RECOMMENDATION:

ACTION BY Committee:

Save Print Clear

Form **AB-105**

Producer Full-Service Retail Sales Application

Date

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor): Kowalske Brewing

2. Business Name or DBA: Component Brewing

3. Agent Name:

4. FEIN: 82-4547890

5. Wisconsin Seller's Permit Number: 456-1030207982-06

6. Wisconsin Producer Permit Number: 503439

7. Producer Type: ☑ Brewery ☐ Winery ☐ Liquor Manufacturer/Rectifier

8. Contact Person's First Name: David

9. Last Name: Kowalske

10. M.I.: E

11. Contact Person's Phone:

12. Contact Person's Email:

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery	Manufacturer/Rectifier	Winery
☐ Less than 250 barrels	☐ Less than 1,500 liters	☐ Less than 1,000 gallons
☑ 250 - 2,499 barrels	☐ 1,500 - 4,999 liters	☐ 1,000 - 4,999 gallons
☐ 2,500 - 7,499 barrels	☐ 5,000 - 34,999 liters	☐ 5,000 - 24,999 gallons
☐ 7,500 or more barrels	☐ 35,000 or more liters	☐ 25,000 or more gallons
Calendar year: 2023	Calendar year:	Calendar year:
Quantity: 400	Quantity:	Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises

1. Start Date:

2. Production Premises Address:

3. City:

4. State:

5. Zip Code:

6. County:

7. Governing Municipality ☐ City ☐ Town ☐ Village of: _____

Part D: Request for Fixed Full-Service Retail Outlet

1. Are you transferring one fixed full-service retail outlet to a new location? . . . . . ☐ Yes ☐ No
If yes, complete boxes 2 through 9.

2. Current Outlet Name:

3. Current Outlet Premises Address:

4. City:

5. State:

6. Zip Code:

7. County:

8. Governing Municipality ☐ City ☐ Town ☐ Village of: _____

9. Premises Phone Number:

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)

New Fixed Retail Outlet Information (complete boxes 10 through 23)

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City		14. State	15. Zip Code
16. County	17. Governing Municipality ☐ City ☐ Town ☐ Village of:		18. Premises Phone Number

19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

20. Will you operate a restaurant on the premises? . . . . . ☐ Yes ☐ No

21. What alcohol beverages will be offered for sale? (check all that apply) . . . . . ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

22. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

23. How will customers be served? (check all that apply) . . . ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable)
Hops & Hounds

2. Dates of Operation (attach a schedule, if necessary)	3. Hours of Operation
July 12, 2024	4-8PM

4. Premises Address
N120W19809 Freistadt Rd

5. City	6. State	7. Zip Code
Germantown	WI	53022

8. County	9. Governing Municipality ☐ City ☐ Town ☑ Village
Washington	of: Germantown

10. Organizer of Event (if not the named applicant)	11. Email and/or Phone Number for Organizer of Event
Samantha Murray	Samantha.Murray@washcowisco.gov
12. Organizer Website	13. Event Website
https://www.washcowisco.gov/	N/A

14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Outdoor county park. Event would be held behind the barn and would include live music, food trucks, vendors, and our beer trailer for on-premises sales.

15. On-Site Contact (Last Name, First Name)	16. On-Site Contact Phone	17. On-Site Contact Email
Murray, Samantha		Samantha.Murray@washcowisco.gov

18. Will you operate a restaurant on the premises? . . . . . ☐ Yes ☑ No

19. What alcohol beverages will be offered for sale? (check all that apply) . . . . . ☑ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

20. What alcohol beverages does the permittee produce? (check all that apply) ☑ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)

21. How will customers be served? (check all that apply) . . . ☐ Samples ☑ On-premises consumption ☐ Off-premises consumption

Continued →

Part F: Attestation

Who must sign this application?

• sole proprietor • general partner of a partnership • corporate officer • member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
David E. Kowalske	05/14/2024

Last Name	First Name	M.I.
Kowalske	David	E

Title	Email	Phone
Member		

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)

1. Will the municipality limit the scope of alcohol beverages offered for sale? . . . . . ☐ Yes ☐ No

2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? . . . . . ☐ Yes ☐ No

3. Describe municipal restrictions indicated in questions 1 or 2 above.

4. Last Name of Municipal Official	5. First Name	6. M.I.

7. Signature of Municipal Official	8. Date

9. Date Application was Filed with Clerk	10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F.

Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or "doing business as" name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller's permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person's name.
- Box 11: Enter contact person's phone number.
- Box 12: Enter contact person's email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
  - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
  - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume

away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
  - The municipality should complete Part G and return it to the producer applicant.
  - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:

  Wisconsin Department of Revenue
  Division of Alcohol Beverages
  P.O. Box 8934
  Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: DOR Alcohol Beverage (wi.gov)
Write: DORAlcohol@wisconsin.gov
Call: (608) 264-4573

BUSINESS OF THE PUBLIC SAFETY COMMITTEE

MEETING DATE: June 3, 2024

PLACEMENT: Action Item

ITEM TITLE: 2024-2025 Applications for Renewal of Retail Alcohol Beverage Licenses

SUBMITTED BY: Kasie Miller, Deputy Clerk

SUMMARY EXPLANATION:

On December 6, 2023, Governor Evers signed *2023 Wisconsin Act 73,* resulting in significant alcohol beverage law changes to Chapter 125 of the Wisconsin State Statutes. Municipal retail alcohol licenses will continue to require review and renewal by the local municipality. However, since the new law provides additional **full-service** retail opportunities for breweries and wineries, they are no longer eligible for local alcohol beverage licenses(this includes any extension of premise requests). Full-service retail sales are sales of fermented malt beverages and intoxicating liquor (wine and spirits) for on−premises or off−premises consumption, and the provision of taste samples of those beverages.

Therefore, the Village of Germantown will not be renewing the Class "B" Beer, "Class B" Winery Only license and Outside Premise Extension license for Apple Works Winery and the "Class C" Wine license and Outside Premise Extension license for Old Germantown as they hold a State Brewery or Winery Permit. Either business can submit to the State's Division of Alcohol Beverages an *AB-105 Producer Full-Service Retail Sales Application* to request Full-Service Retail Sales at their production premises.

ATTACHMENT:

1. 06.03.24 Alcohol Licensing Agenda List

RECOMMENDATION:

The Clerk's Office recommends approval of the attached 2024-2025 list of Applications for Renewal of Retail Alcohol Beverage Licenses with the noted contingencies and any other contingencies or recommendations provided by the Police and/or Fire Department.

ACTION BY Committee:

2024-2025 Alcohol Beverage Renewal Applications

Business Name	Legal Name of Business	Address	License Type	Notes
FLEET FARM	FLEET FARM GROUP LLC	N96W18200 COUNTY LINE RD	**Class "A" Fermented Malt Beverage**	
SPEEDWAY 4465	SPEEDWAY LLC	W178N9653 RIVERSBEND CIRCLE W	**Class "A" Fermented Malt Beverage & "Class A" Liquor (Cider Only)**	
SPEEDWAY 4495	SPEEDWAY LLC	W164N11233 SQUIRE DR	**Class "A" Fermented Malt Beverage & "Class A" Liquor (Cider Only)**	
HOLY HILL ROAD SHELL	AJIMA CORPORATION	N128W21760 HOLY HILL RD	**"Class A" Combination Alcohol Beverage**	
ALDI STORE 67	ALDI INC. (WISCONSIN)	N96W188838 COUNTY LINE RD	**"Class A" Combination Alcohol Beverage**	
COLGATE BP	COLGATE BP INC	N96W21962 COUNTY LINE RD	**"Class A" Combination Alcohol Beverage**	
KWIK TRIP 631	KWIK TRIP, INC	W188N10963 MAPLE RD	**"Class A" Combination Alcohol Beverage**	
WILLOWCREEK BP	NSM ENTERPRISES LLC	W201N10451 APPLETON AVE	**"Class A" Combination Alcohol Beverage**	
SENDIK'S FOOD MARKET	SENDIKS GERMANTOWN LLC	N112W15800 MEQUON RD	**"Class A" Combination Alcohol Beverage**	
PICK 'N SAVE #6357	ULTRA MART FOODS, LLC	N112W16200 MEQUON RD	**"Class A" Combination Alcohol Beverage**	
WALGREENS 5427	WALGREEN CO	W156N11261 PILGRIM RD	**"Class A" Combination Alcohol Beverage**	Contingent upon payment of late submittal fees

WAL-MART SUPERCENTER #1515	WAL-MART STORES EAST, LP	W190N9855 APPLETON AVE	**"Class A" Combination Alcohol Beverage**	
A KID AT HEART PLAYLAND LLC	A KID AT HEART PLAYLAND LLC	W188N10707 MAPLE RD SUITE B	**Class "B" Fermented Malt Beverage**	
SWING TIME	MC ROADHOUSE LLC	W197N10340 APPLETON AVE	**Class "B" Fermented Malt Beverage**	
CRACKER BARREL #175	CRACKER BARREL OLD COUNTRY STORE, INC	9778 RIVERCREST DR	**Class "B" Fermented Malt Beverage and "Class C" Wine**	
COMFORT INN AND SUITES GERMANTOWN	ODYSSEY HOTEL GROUP LLC	W177N9675 RIVERSBEND LANE	**Class "B" Fermented Malt Beverage and "Class C" Wine**	
LATITUDE CAFÉ	LATITUDE CAFÉ LLC	W156N9636 PILGRIM RD	**"Class C" Wine**	
THE PRECINCT	BARLEY POP BREW HAUS LLC	W161N11629 CHURCH ST	**Original "Class B" Combination Alcohol Beverage**	
BIXENBERG TAVERN	BLACK DOG HOSPITALITY LLC	N112W21209 MEQUON RD	**Original "Class B" Combination Alcohol Beverage**	Contingent upon payment of delinquent personal property taxes
BLACKSTONE CREEK GOLF CLUB, LTD	BLACKSTONE CREEK GOLF CLUB, LTD	N112W7300 MEQUON RD	**Original "Class B" Combination Alcohol Beverage**	
BRAMA'S PIZZERIA	BRAMA'S PIZZERIA LLC	N112W16700 MEQUON RD	**Original "Class B" Combination Alcohol Beverage**	
CHILIS GRILLL & Bar #1730	BRINKER RESTAURANT CORP	N96W18640 COUNTY LINE RD	**Original "Class B" Combination Alcohol Beverage**	

BIG SKY COUNTRY BAR & GRILL	BSC WISCONSIN LLC	W204N11498 GOLDENDALE RD	**Original "Class B" Combination Alcohol Beverage**	
BUBS IRISH PUB	BUBS ON MAIN LLC	N116W16218 MAIN ST	**Original "Class B" Combination Alcohol Beverage**	
IVEE'S AT MAIN	CATS CREW LLC	W157N11618 FOND DU LAC AVE	**Original "Class B" Combination Alcohol Beverage**	
DAS BARREL ROOM	DAS BARREL ROOM LLC	W201N10466 APPLETON AVE	**Original "Class B" Combination Alcohol Beverage**	
EKM MOOSE 1238	EASTERN KETTLE MORAINE MOOSE LODGE 1238	W198N10217 APPLETON AVE	**Original "Class B" Combination Alcohol Beverage**	
BUZDUM'S PUB & GRILL	FAWN LANE, LLC	W188N10515 MAPLE RD	**Original "Class B" Combination Alcohol Beverage**	
THE SUPPER CLUB ON MAIN	FCH GERMANTOWN LLC	N116W15841 MAIN ST	**Original "Class B" Combination Alcohol Beverage**	
VON ROTHERNBURG BIER STUBE	FCH GERMANTOWN LLC	N116W15863 MAIN ST	**Original "Class B" Combination Alcohol Beverage**	
THE FLORIAN	FLORIAN PARK INC	N111W18611 MEQUON RD	**Original "Class B" Combination Alcohol Beverage**	
THE BROKEN CHANDELIER	GOLDENDALE LEGACY LLC	W204N11912 GOLDENDALE RD	**Original "Class B" Combination Alcohol Beverage**	
MARKO'S PIZZA	MARKOS PIZZA II INC	W156N9664 PILGRIM RD	**Original "Class B" Combination Alcohol Beverage**	

MATTEO'S AC	MATTEO'S AC LLC	W156N11058 PILGRIM RD	**Original "Class B" Combination Alcohol Beverage**	
POST ONE INC	POST ONE INC	N120N15932 FRIESTADT RD	**Original "Class B" Combination Alcohol Beverage**	
ST1X GOLF ENTERTAINMENT	ST1X GOLF ENTERTAINMENT BAR LLC	W164N11271 SQUIRE DR	**Original "Class B" Combination Alcohol Beverage**	
SOL AGAVE TASTE OF MEXICO	SOL AGAVE TASTE OF MEXICO LLC	N112 W16344 MEQUON RD	**Original "Class B" Combination Alcohol Beverage**	
STAGS TAVERN	THE GOOSE IS LOOSE LLC	W187N12793 FOND DU LAC AVE	**Original "Class B" Combination Alcohol Beverage**	
TINY T'S LLC	TINY T'S LLC	W157N11638 FOND DU LAC AVE	**Original "Class B" Combination Alcohol Beverage**	
BUFFALO WILD WINGS	BLAZIN WINGS, INC	N96W17990 COUNTY LINE RD	**Reserve "Class B" Combination Alcohol Beverage**	
METRO CIGARS	METRO CIGARS LLC	N102W19455 WILLOW CREEK WAY	**Reserve "Class B" Combination Alcohol Beverage**	

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 3, 2024

PLACEMENT: Action Item

ITEM TITLE: 2024-2025 Applications for Renewal of Annual Outside Premise Extension Licenses

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. 06.03.24 Annual Extension of Premise Agenda List

RECOMMENDATION:

ACTION BY Committee:

2024-2025 Annual Outside Premise Extension Applications

Business Name	Legal Name of Business	Address	License Type	Notes
SWING TIME	MC ROADHOUSE LLC	W197N10340 APPLETON AVE	**Class "B" Fermented Malt Beverage**	
THE PRECINCT	BARLEY POP BREW HAUS LLC	W161N11629 CHURCH ST	**Original "Class B" Combination Alcohol Beverage**	
BIXENBERG TAVERN	BLACK DOG HOSPITALITY LLC	N112W21209 MEQUON RD	**Original "Class B" Combination Alcohol Beverage**	Contingent upon payment of delinquent personal property taxes
BLACKSTONE CREEK GOLF CLUB, LTD	BLACKSTONE CREEK GOLF CLUB, LTD	N112W7300 MEQUON RD	**Original "Class B" Combination Alcohol Beverage**	
BIG SKY COUNTRY BAR & GRILL	BSC WISCONSIN LLC	W204N11498 GOLDENDALE RD	**Original "Class B" Combination Alcohol Beverage**	
BUBS IRISH PUB	BUBS ON MAIN LLC	N116W16218 MAIN ST	**Original "Class B" Combination Alcohol Beverage**	
IVEE'S AT MAIN	CATS CREW LLC	W157N11618 FOND DU LAC AVE	**Original "Class B" Combination Alcohol Beverage**	
DAS BARREL ROOM	DAS BARREL ROOM LLC	W201N10466 APPLETON AVE	**Original "Class B" Combination Alcohol Beverage**	
EKM MOOSE 1238	EASTERN KETTLE MORAINE MOOSE LODGE 1238	W198N10217 APPLETON AVE	**Original "Class B" Combination Alcohol Beverage**	
BUZDUM'S PUB & GRILL	FAWN LANE, LLC	W188N10515 MAPLE RD	**Original "Class B" Combination Alcohol Beverage**	

THE SUPPER CLUB ON MAIN	FCH GERMANTOWN LLC	N116W15841 MAIN ST	**Original "Class B" Combination Alcohol Beverage**	
VON ROTHERNBURG BIER STUBE	FCH GERMANTOWN LLC	N116W15863 MAIN ST	**Original "Class B" Combination Alcohol Beverage**	
THE FLORIAN	FLORIAN PARK INC	N111W18611 MEQUON RD	**Original "Class B" Combination Alcohol Beverage**	
THE BROKEN CHANDELIER	GOLDENDALE LEGACY LLC	W204N11912 GOLDENDALE RD	**Original "Class B" Combination Alcohol Beverage**	
MATTEO'S AC	MATTEO'S AC LLC	W156N11058 PILGRIM RD	**Original "Class B" Combination Alcohol Beverage**	
SOL AGAVE TASTE OF MEXICO	SOL AGAVE TASTE OF MEXICO LLC	N112 W16344 MEQUON RD	**Original "Class B" Combination Alcohol Beverage**	
STAGS TAVERN	THE GOOSE IS LOOSE LLC	W187N12793 FOND DU LAC AVE	**Original "Class B" Combination Alcohol Beverage**	
TINY T'S LLC	TINY T'S LLC	W157N11638 FOND DU LAC AVE	**Original "Class B" Combination Alcohol Beverage**	
BUFFALO WILD WINGS	BLAZIN WINGS, INC	N96W17990 COUNTY LINE RD	**Reserve "Class B" Combination Alcohol Beverage**	
METRO CIGARS	METRO CIGARS LLC	N102W19455 WILLOW CREEK WAY	**Reserve "Class B" Combination Alcohol Beverage**	

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 3, 2024

PLACEMENT: Action Item

ITEM TITLE: Application for Renewal of Junk Dealer Establishment: Waste Management, W132N10487 Grant Dr

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Waste Management

RECOMMENDATION:

ACTION BY Committee:

VILLAGE OF GERMANTOWN
N112 W17001 Mequon Road, P.O. Box 337
Germantown, WI 53022-0337
PHONE: (262) 250-4740 FAX: (262) 253-8255

APPLICATION FOR JUNK DEALER ESTABLISHMENT

Fee: $250.00 / Annually Chapter 12.17
Initial Investigation and Inspection Fee: $200.00
License Period: July 1 to June 30 Date: 5-23-24

Business Trade Name: Waste Management - WMRA
Business Address: W132 N10487 Grant Drive
City/State/Zip Code: Germantown, WI 53022
Business Phone Number: 262-250-8700
E-Mail Address: jschwit4@wm.com
Federal Tax Id: _____

Owner's Name: John Schwitz
E-Mail Address: jschwit4@wm.com
Home Address: _____
City/State/Zip Code: _____
Driver's License Number: _____

Description of Operation: Recycling Facility (Single Stream)

State of Wisconsin Seller's Permit Number: 456-1020040314-03
Other Required Permits: _____

Signature of Owner

R# 596-0013

VILLAGE OF GERMANTOWN ADMINISTRATIVE USE ONLY:			
Date Approved by Village Board:	License Number	Date Effective	Clerk / Deputy Clerk

APPROVALS:

Police Department Signature: _____ Date: _____

Building Inspection Signature: _____ Date: _____

Plan Commission Meeting Date: _____

WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

000218

Letter ID L1114525744

C/O WASTE MANAGEMENT, INC
RECYCLE AMERICA HOLDINGS, INC.
1001 FANNIN ST STE 4000
HOUSTON TX 77002-6711

Wisconsin Department of Revenue Seller's Permit

Legal/real name: RECYCLE AMERICA HOLDINGS, INC.

Business name: RECYCLE AMERICA HOLDINGS, INC.
800 CAPITOL ST
SUITE 3000
HOUSTON TX 77002-2945

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	456-1020040314-03

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 3, 2024

PLACEMENT: Action Item

ITEM TITLE: Application for Renewal of Second Hand Article Dealer License: ecoATM,LLC; W190N9855 Appleton Ave (within Wal-Mart)

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

1. Eco Atm Renewal inside Walmart_Redacted

RECOMMENDATION:

ACTION BY Committee:

Department of Agriculture,
Trade and Consumer Protection
CP-121 (Factsheet433), 12/17

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 7
PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 5 and 7
CORPORATE LICENSE – Complete Sections 1, 2, 3, 6 and 7
LIMITED LIABILITY COMPANY LICENSE – Complete Sections 1, 2, 3, 4 and 7

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI)	Sex	Race	Date of Birth	Place of Birth (City, State, Country)
Sean Flaherty	M	CAU	[redacted]	[redacted]

Street Address	City	State	ZIP	Home Telephone Number
[redacted]				[redacted]

List all states applicant previously resided: CA, CT

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
ecoATM, LLC	W190 N9855 Appleton Ave. [Inside Walmart1515]	Germantown	WI	53022	(858) 766-7250
Owner's Name	**Street Address**	**City**	**State**	**ZIP**	**Telephone Number**
ecoATM, LLC	10121 Barnes Canyon Road	San Diego	CA	92121	(858) 766-7250
Business Manager's Name	**Street Address**	**City**	**State**	**ZIP**	**Telephone Number**
Sean Flaherty	10121 Barnes Canyon Road	San Diego	CA	92121	(858) 766-7250
Building Owner's Name	**Street Address**	**City**	**State**	**ZIP**	**Telephone Number**
Walmart Corp.	702 SW 8th St.	Bentonville	AR	72716	(479) 273-4000

(Over)

(SECTION 4) LIMITED LIABILITY COMPANY INFORMATION

Limited Liability Company Name: ecoATM, LLC

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
Harris, Kevin, C - Chief Legal Officer	[redacted]	[redacted]			

(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: _____

Print Name of Applicant: Sean Flaherty

FOR ADMINISTRATIVE USE ONLY

Licensing Authority	License Number Assigned	Date Effective	Clerk

FEES RECEIVED:

Pawnbroker Bond $ _____ Secondhand Article License $ _____

Pawnbroker License $ _____ Secondhand Dealer Mall/Flea Market License $ _____

Secondhand Jewelry License $ _____ **TOTAL FEE: $ _____**

FOR LAW ENFORCEMENT USE ONLY

☐ Recommend Approval ☐ Recommend Denial (Attach explanation.)

Investigating Office Signature _____ Date: _____

Print Name of Investigating Officer: _____

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 3, 2024

PLACEMENT: Action Item

ITEM TITLE: Employee Benefits Broker Contract

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

On February 19, 2024, a drafted RFP was brought to the General Government & Finance committee to obtain proposals from Benefit Brokers in the area. The application and instructions were then made available on our website, placed in the local paper and sent to interested vendors on March 5th, 2024. The following schedule displays the process taken.

Dates	**RFP Activity**
March 5th, 2024	RFP released
April 4th, 2023, at 2:00 P.M. CST	Deadline for receipt of Proposals
April 15th -19th , 2024	Interviews with selected respondents
Approximately April 26th, 2024	Selection Completed

We received 3 proposals from R&R Insurance, USI, and Cottingham & Butler. The Wellness Committee reviewed each proposal as well as had interviews with both R&R Insurance and USI. After careful consideration, it was decided to recommend moving to USI as our benefit broker.

We appreciate the relationship and years of service that R&R Insurance has provided us. However, after multiple discussions, the team believes it would be in the village's best interest to move to USI. One of the major changes this will bring from a financial end would be transitioning from a commission approach to a flat fee. Below are several compelling reasons to support this transition:

1. Cost Efficiency: Switching to a flat fee benefit administrator can lead to significant cost savings for our organization. With a flat fee structure, we can predict and budget our expenses more accurately, eliminating the unpredictability associated with commission-based payments tied to the number of employees on our health insurance plan.
2. Transparency: Flat fee arrangements provide greater transparency in pricing, as the fee remains constant regardless of fluctuations in the number of employees covered under the plan. This transparency fosters trust and ensures that there are no hidden costs or conflicts of interest influencing our benefit administration decisions.
3. Alignment of Interests: By engaging a benefit administrator that charges a flat fee, we align their interests with ours. Unlike commission-based administrators, whose earnings may be tied to increasing the number of employees on our plan,

a flat fee administrator focuses solely on delivering quality services and support that meet our organization's needs.

4. Enhanced Flexibility: Flat fee benefit administrators often offer more flexibility in customizing services to meet our specific requirements. This flexibility empowers us to tailor our benefits package to better suit the needs of our employees while maintaining cost-effectiveness.

Please see the cost comparison for the received proposals. As you are aware, these costs are not part of the general budget, but a separate health care fund. In 2023, R&R's commission from health and dental came to $25,074.50; however, there were also indirect compensations they received on behalf of placing us on different companies' policies. According to their compensation disclosure we received for 2023, this compensation could range as high as $65,851 on top of their original commission and is not reported to the municipality but may affect the cost the village pays in premiums, fees, and/or claims.

	USI	**R&R**	**C&B**
2025	$ 35,000.00	$ 25,650.00*	$ 30,000.00**
2026	$ 35,000.00	$ 25,650.00*	$ 30,000.00**
2027	$ 36,050.00	$ 26,804.25*	$ 30,000.00**
2028	$ 37,131.50		
2029	$ 38,245.45		

*Cost does not include commission of any additional voluntary lines of coverage or employer-sponsored lines of coverage as well as risk management services, consulting, employee benefits and financial services planning.
**Listed fee will replace stop loss commission and include additional commission on other lines of coverage. This is considered a Hybrid Consulting Fee Agreement.

In conclusion, transitioning to USI would bring a lower, more transparent cost, additional benefits for Village employees, as well as stronger analytics that can lead to increased savings. The Wellness Committee recommends this option to further optimize our health insurance benefits administration and maximize value for our organization.

ATTACHMENT:

1. Benefit Broker Recommendation
2. Benefit Broker Survey 2024 (1)
3. USI Germantown Proposal
4. Village of Germantown-2024-07 Fee Agreement and BAA

RECOMMENDATION:

To recommend to the Village Board the contract with USI as our benefit broker starting on July 1st, 2024.

ACTION BY Committee:

General Government & Finance sent it to the board without recommendation.

Benefit Broker Recommendation

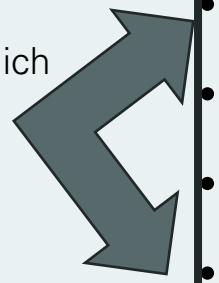
Current

- R&R Insurance
- 30+ years with no contract
- Paid through Commission and Commission overrides

2023 Cost

- UMR $25,026 through commission
- Diversified $48.50 through commission

Indirect compensation which could range from $0 - $65,851 annually per R&R compensation disclosure



- Delta Dental is paid through a commission override
- Sunlife Stoploss is paid through a commission override
- Transplant Policy is paid through a commission override
- Vitality Policy is paid through a commission override

A commission override is a commission paid to an agent or broker for bringing in a customer or lead, or for placing a policy with a particular company.

RFP Process

Feb. 5th	• Draft was reviewed and approved by GGF
March 5th	• Released to the public and was sent to interested parties as well as placed in the local newspaper
April 4th	• Received 3 proposals by the deadline
April 12th	• Wellness committee met to review and discuss proposals
April 18th	• The Wellness Committee picked both USI and R&R Insurance to come back for interviews • The Committee decided to recommend USI as the new Benefit Broker after a comprehensive discussion of their services, costs, and interview responses.

Selecting USI

- Cost Transparency: By moving to a flat fee arrangement, commission will not influence benefit administration decisions nor change due to the increase of staff.
- Contract: By creating a contract, we have a solid understanding of the services offered and cost the cost of those services through this relationship.
- Resources: The Village will be provided benefit communications resources, open enrollment support, access to more local plan benchmarking data and better carrier contracts.
- Expertise: Consulting team heavily involved in WI public sector associations and currently consulting for over 140 public sector groups in WI, knowledge base to bring the most proactive/innovate strategies to improve the Village's benefit program.

Additional Resources

- Participation in the Stop Loss Consortium to decrease liability to the Village and improve rates.
- An in-house actuary who will assist the village in self-funded underwriting, budget analysis, plan valuation, IBNR calculation, reserve, future cost liability and risk analysis.
- Ability to also support WRS offered benefits
- New communication tools for employees:
    - Mobile Application
    - Open Enrollment and New Hire onboarding videos
    - Digital e-reader benefit guides
    - Benefit Resource Center to field all employee benefits related questions
- USI has calculated $237k in additional annual savings to the Village tied to the new strategies.

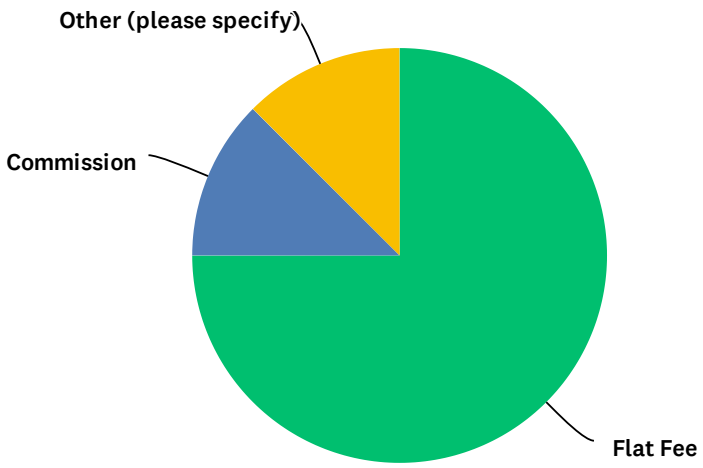
Conclusion

USI Offers

- Lower and more transparent costs
- Better services for Village employees
- Stronger analytics to achieve more savings

Q1 How is you Benefit Broker Paid

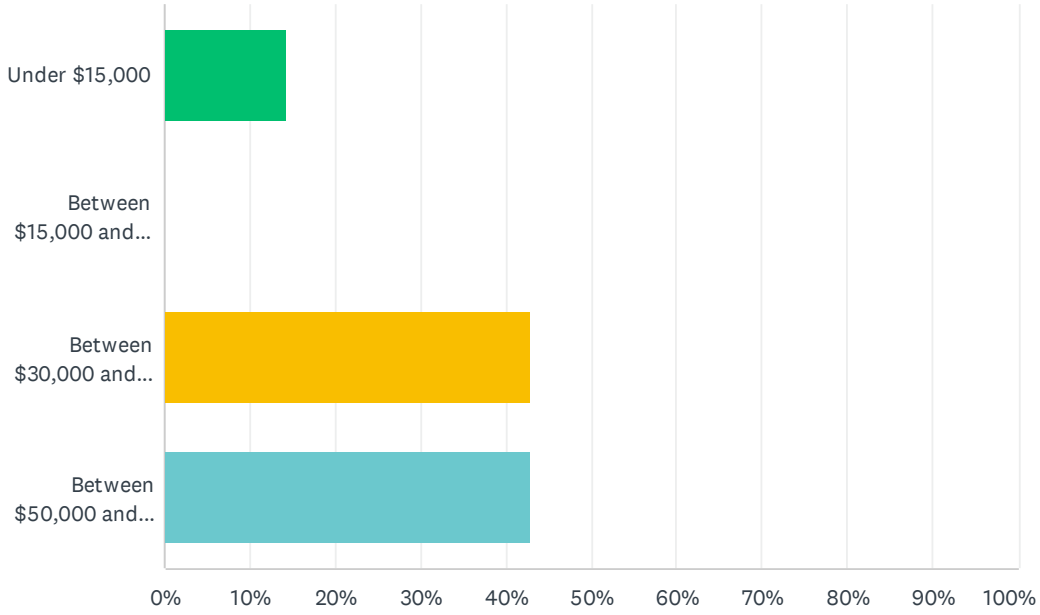
Answered: 8 Skipped: 0



ANSWER CHOICES	RESPONSES	
Flat Fee	75.00%	6
Commission	12.50%	1
Other (please specify)	12.50%	1
TOTAL		8

Q2 How much do you pay your benefit broker annually?

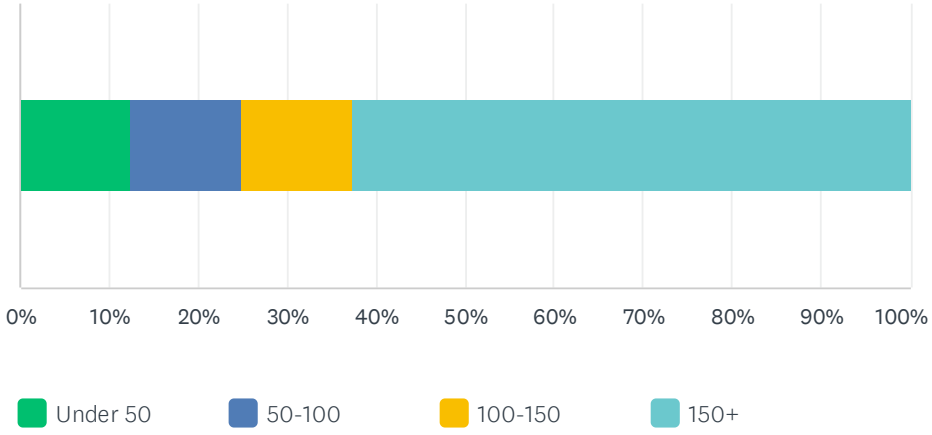
Answered: 7 Skipped: 1



ANSWER CHOICES	RESPONSES	
Under $15,000	14.29%	1
Between $15,000 and $29,999	0.00%	0
Between $30,000 and $49,999	42.86%	3
Between $50,000 and $74,999	42.86%	3
TOTAL		7

Q3 How many employees are on your health insurance plan?

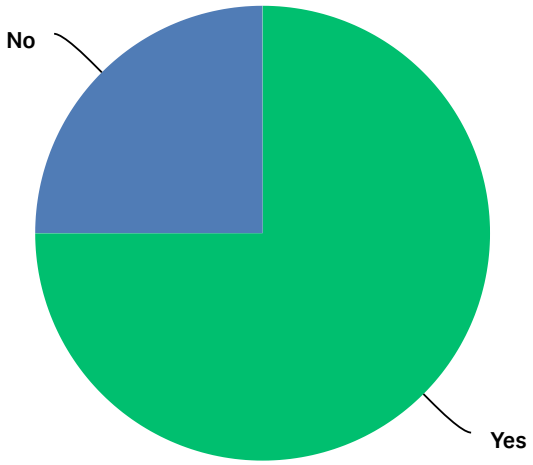
Answered: 8 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 50	12.50%	1
50-100	12.50%	1
100-150	12.50%	1
150+	62.50%	5
TOTAL		8

Q4 Is your health insurance Self-funded?

Answered: 8 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	75.00%	6
No	25.00%	2
TOTAL		8

Response to Request for Proposal for
Employee Benefits Brokerage/Consulting Services

Village of Germantown

March 19th, 2024

Submitted by:

Jacob Syndergaard
Benefits Consultant

Rae Anne Beaudry
Partner & Senior Vice President

THE USI ONE ADVANTAGE®

USI Insurance Services
711 Eisenhower Dr
Kimberly, WI 54136

Village of Germantown
N112 W17001 Mequon Rd
Germantown, WI 53022

Dear Village of Germantown Team,

We understand that the Village of Germantown is seeking an employee benefits insurance consultant to:

- Provide innovative, market leading strategies to positively impact financial performance of the health plan
- Align strategic initiatives with the Village's employee culture
- Proactively analyze, market, negotiate and place multiple lines of insurance
- Provide timely compliance, communications and administrative support
- Identfiy opportunities to simplify plans for members
- Review benefit vendor contracts to ensure no undue liability to the Village
- Continuously improve and revise the Village's insurance benefits to recruit and retain
- Support and lead open enrollment activities

USI Insurance Services (USI) can improve your benefits program by bringing our technical knowledge and experience in serving self-funded public sector groups like the Village of Germantown. Our team currently partners with 130 public sector groups across Wisconsin. We offer actionable metrics, responsive and knowledgeable services experts, proven population health management solutions and public sector industry expertise to drive down overall costs. The Village's proposed service team works specifically with self-funded employer groups.

USI's Differentiators:

- A dedicated consulting team that serves exclusively self-funded employer groups.
- A team made up of active participants/speakers for the Wisconsin Government Finance Officers Association, the League of Wisconsin Municipalities, Wisconsin Public Employer Labor Relations Associate and Wisconsin Village/County Personnel Directors.
- A dedicated benefits resource center for members to contact directly with any questions related to network, billing, eligibility, plan selection, etc. Human Resource will no longer need to dedicate as much time to assisting members with these questions.
- A public sector team with experience assisting with union negotiations.
- Access to USI's stop loss consortium, which Sunlife participates in, to improve both contractual terms and rates.
- Ability to procure an ongoing benefit administration and enrollment system at no cost to the Village.
- Direct access to general employment law attorneys (not just specific to benefits) at no additional cost.

We are uniquely qualified to understand your goals for your benefits programs and to assist you with setting a strategy that will help you achieve them. This, we believe, will lead to a truly rewarding business relationship and an overall better value for the Village.

Sincerely,

Jacob Syndergaard, Benefits Consultant

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- APPENDIX I – SAMPLE 3D & CHAP ANALYTICS REPORT
- APPENDIX II – SAMPLE CLIENT SERVICE AGREEMENT

Recipient agrees not to copy, reproduce, or distribute this document, in whole or in part, without the prior written consent of USI. Estimates are illustrative given data limitation, may not be cumulative and are subject to change based on carrier underwriting. All vendor proposal terms, including prices, will remain in effect for a minimum of 60 days after the Proposal Due Date, that all proposed capabilities can be demonstrated by the vendor.

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SECTION 1 – EXECUTIVE SUMMARY

We recognize that benefit plan cost increases have outpaced budget increases, which puts pressure on the Village's team to recruit and retain talent.

Our team has a proven track record working with public sector organizations to manage costs and make HR's job easier.

USI Insurance Services (USI) will collaborate with the Village to develop a program that aligns with achieving your goals, including:

- ***Strategically manage costs***

  Our program includes in-house analytics and Enterprise-level planning tools which will have the Village identify viable solutions and develop a multi-year written plan with metrics to track progress.

- ***Be an extension of the Village's HR team and culture***

  Our program includes a dedicated and local team of public sector experts who will help the Village drive long-term strategies to run a high-performing benefits program.

- ***Effective employee communication & education***

  Our program includes direct access to communication expertise and world-class resources/tools, including a benefits service hotline that would be available to all Village employees and their families.

As a municipality with recruiting and retention challenges in the public sector, USI understands the unique demands that face the Village of Germantown.

We understand you are looking for an experienced broker. USI has been solving the insurance brokerage needs of our clients for 30 years. We currently serve more than **140 public sector clients in the State of WI** and strongly support public sector organizations such as the League of Municipalities, WPELRA and WACPD. Our team also has first-hand experience with Union labor negotiations.

We have strong relationships with leading carriers and have experience in finding our clients cost savings and program reductions that have resulted in less claims and greater financial security for our clients.

With Every Response in Our Proposal We Asked Ourselves — Does It Benefit Germantown

Does it reduce your cost of risk? And, does it support your objectives? We can unequivocally answer, "yes" to these questions. Our ultimate goal is to surround the Village with the resources and service needed to enable you to continue to concentrate on the issues most important to you without worrying about whether programs are being properly minded and maintained.

Our commitment to the Village will be proven by the unmatched level of service and care we will provide, leading to a strong trust of personal relationships and ultimately drive collaborative efforts to lower cost with benefit enhancements.

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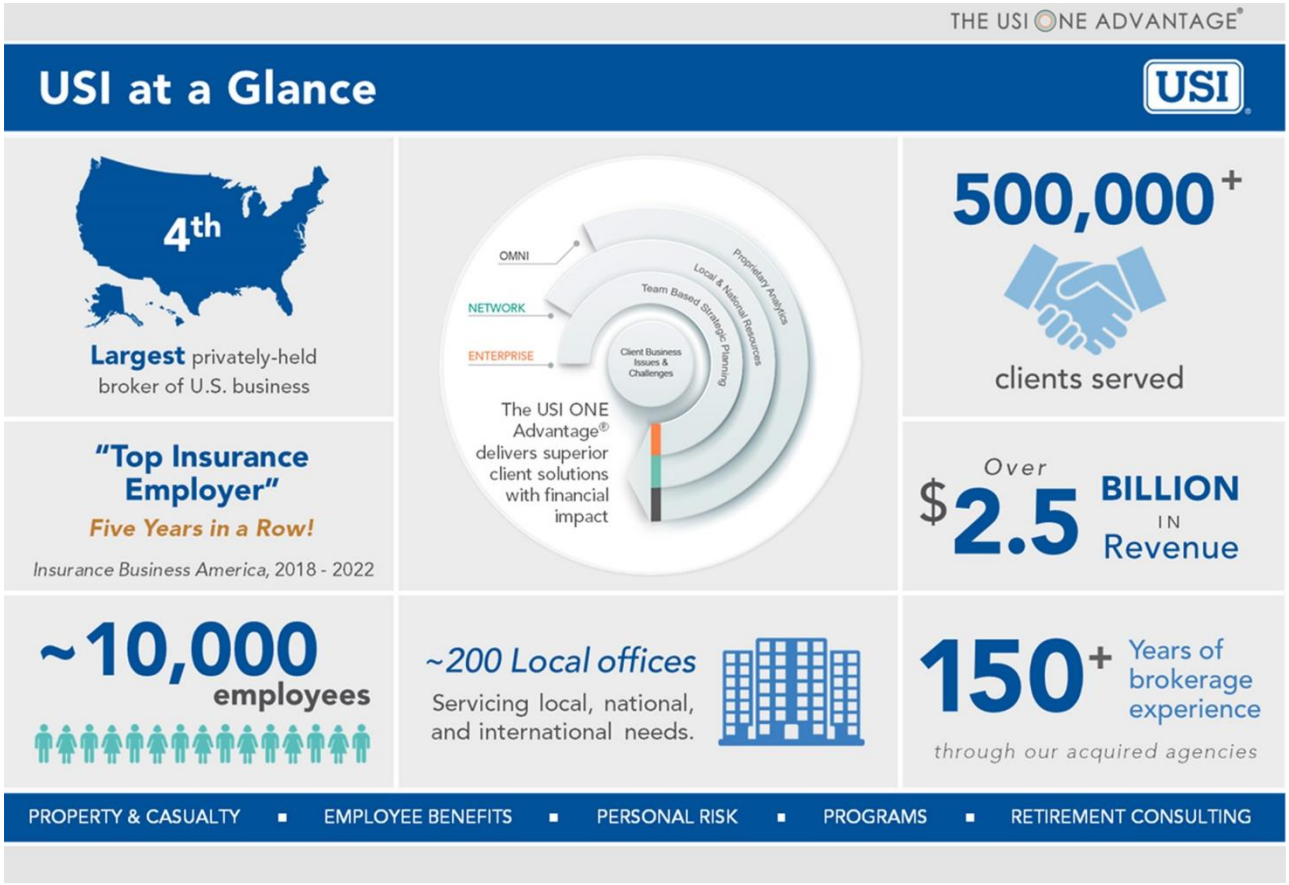
SECTION 2 – VENDOR PROFILE

1. Provide a brief history of your firm including size, volume of business, locations, number of years in business and business philosophy.

Founded in 1994, USI Insurance Services, LLC ("USI") is one of the largest privately held insurance brokerage and consulting firms delivering employee benefits, property and casualty, personal risk, program, and retirement solutions throughout the United States. We invite you to view our interactive map of locations here: http://www.usi.com/about-usi/locations/.

We can match, and exceed, the resources of our largest, publicly traded competitors. We remain private and employee owned, which allows us to focus on localized service and use our revenue to continue to add resources to our all-encompassing fee model.



Our Employee Benefits Philosophy

Our employee benefits practice offers strategic solutions to complex problems, addressing the Village's needs in the areas of plan design, reporting, administration, compliance, employee communication and more, while simultaneously helping you to control costs, attract and retain top-level talent, and alleviate the administrative burden on your HR and benefits personnel. Our team challenged our clients to think strategically about how insurance programs are offered, how those are viewed by employees, and how they integrate within the total compensation package.

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Our benefits practice is a business line integrated with the other insurance practices to deliver one comprehensive solution. Our employee benefits account team members are involved in management, sales, client management, technical, customer service, consulting, compliance, benefits administration, and a multitude of various specialties related to employee benefits consulting and brokerage.

We offer Germantown the experience gained by serving as a trusted advisor for approximately 12,900 clients, including 130 public sector clients in Wisconsin.

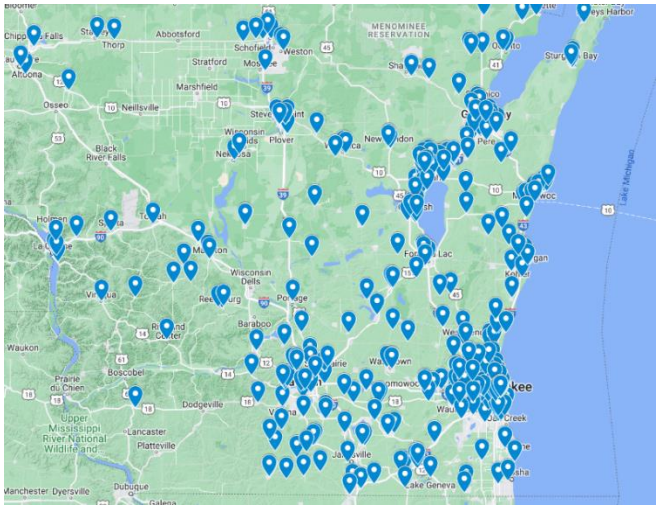
USI's employee benefit resources are designed to contain costs, promote regulatory compliance, and deliver superior account service. We focus on seven primary employee benefit service areas:

Underwriting and Analytics	HR Services	Population Health Management	Compliance/ Healthcare Reform	Care Intervention	Pharmacy	Ancillary Benefits
Negotiation and management to contain plan costs	Administration platforms, call centers, and service calendars to ease your administrative burdens	Wellness design, disease management analysis, and aligned incentives to improve health	Tools, expert guidance, and policies to promote compliance with federal and state regulations	Options for members to make more efficient care decisions without sacrificing quality	Solutions to increase transparency and minimize pharmacy costs	Competitive marketing and scoring drives results for other plan services

2. Describe whether you have experience with clients that are municipalities similar to the Village of Germantown.

Our team has extensive experience working with municipal clients. USI has over 130 public sector organizations in Wisconsin with many clients located in Southeast Wisconsin. Our resources are primarily geared toward self-funded organizations with 100-500 eligible employees.

Client location map:



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3. Provide an overview of the account team that would be assigned to the Village of Germantown. For each member of the team, provide highlights outlining qualification, experience in group size, and municipalities. Provide a summary of roles and distribution of responsibilities.

USI believes in specialization, which is why the team assigned to the Village focusses specifically on self funded employer groups. Your account service team is driven by a lead consultant and core account managers who know your organization and industry well, and who follow through on promised deliverables. USI clients have direct access to access to a team of specialists ranging from population health experts to employment attorneys.

Team member and title	Professional credentials, capabilities, and experience
USI Leadership Team	
 Jacob Syndergaard *Employee Benefits Consultant*	Jacob specializes in managing employee benefits for self-insured public sector clients. Currently, all of Jacob's clients are self-funded. He has experience building/leading a public sector benefits team and has worked with over 20 municipalities ranging in size from 50 – 600 eligible employees. His distinctive understanding of the challenges that public sector groups face allows him to provide creative, unique solutions to his municipal clients. He takes an extremely proactive, customer-centric approach to consulting and will be responsible for the strategic team lead for Germantown. Jacob has seven years of experience consulting for public sector organizations across the state. He is an active member of WPELRA, WACPD and the League of Wisconsin Municipalities. EDUCATION ▪ BA in Economics from the University of Wisconsin – Madison ▪ *CEBS (Certified Employee Benefits Specialist)* from the Wharton School of Business – University of Pennsylvania
 Mary Bishop *Account Executive*	Mary has been in the Employee Benefits field since 2001. She began her career at an agency in Sheboygan before moving to the West Coast. Mary has held insurance licenses in Wisconsin, California, Washington, and Idaho, providing her experience in various market types. She loves partnering with benefit consultants to create strategic renewal options and implementation support for employee benefit plans and acts as an intermediary between clients and insurance carriers to ensure clients are experiencing the highest level of customer service. Mary partners with Jacob on every one of his self-funded accounts and has worked with numerous public sector groups. Mary manages all activities for her clients. She works with clients to develop a plan to ensure all benefit deadlines are met, service issues are resolved when they arise, oversees the implementation of any changes regarding vendors or benefit plans and utilizes appropriate USI resources to fulfill the client's needs.
 Clarissa Cull *Account Representative*	As an Account Representative, Clarissa supports Account Executives and Account Managers within USI as well as Producers. She is based out of USI's Brookfield, WI office. Clarissa coordinates renewal and service visits, interprets benefits and plan language, and works as a liaison between clients and vendors. Clarissa also provides employee education materials for her clients and provides other materials and details needed to effectively administer their employee benefits package. Clarissa joined USI in July of 2023 as part of USI's National Career Track Program. During that time Clarissa obtained her Health and Life Insurance Licenses in Wisconsin. Prior to joining USI Clarissa earned her B.S. in Health Promotion and Health Equity from the University of Wisconsin-Madison. Additionally, she minored in Health and the Humanities and Promoting Activities for Diverse Abilities.

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Team member and title	Professional credentials, capabilities, and experience
 Rae Anne Beaudry *Employee Benefits Practice Leader*	Rae Anne is a problem solver who explains highly complex material in simple and authentic terms to enable clients to make the best decision to meet their organizational goals and objectives. She develops relationships with insurance carriers to represent her clients as part of their insurance team. She is an experienced negotiator & public spokesperson with a primary focus on topics such as healthcare cost containment, medical plan basics & ancillary lines. Rae Anne has been in the insurance industry since 1987, joining USI in 2020. Prior to joining USI Rae Anne was a shareholder and officer accountable for corporate training on employee benefits, customer service, retention, renewal and business development. **EDUCATION** BA in Criminal Justice, Minor in English, Theology & Philosophy from Marquette University. Rae Anne is an instructor/speaker for the International Foundation of Employee Benefit Plans (IFEBP) and holds her Life and Health Insurance Licenses in Wisconsin.
 Tracy Melvin *Employment Attorney*	Tracy has extensive experience in both employment law and human resources, including expertise on state and federal employment laws, complex leaves of absence scenarios, wage and hour compliance, workplace accommodations, diversity equity and inclusion, and other employment matters. She uses a consultative approach to help employers proactively mitigate risk, attract, and retain talent, and improve overall human resources strategy. Tracy received her law degree, cum laude, from Marquette University Law School and a Bachelor of Science in Psychology from the University of Wisconsin Oshkosh.
 Rick Chandler *Communications Specialist*	Rick is responsible for understanding the USI Resources and Communications platform, as well as outside vendors, in order to consult with NSDT and appropriately address your communication needs. Rick will work closely with the account managers and sales team to create custom, clear, and concise communication programs tailored to the needs and aesthetics of clients and their employees. These materials serve to complement corporate branding strategies, and to educate current and prospective employees so that they can make informed decisions about their benefits. **EDUCATION** ▪ B.S. in Organizational Communications from the University of Wisconsin-Eau Claire. ▪ Rick has his Accident, Health, Life, Property and Casualty Insurance Licenses in Wisconsin.
 Kat Lacy-Wilson *Sr. EB Compliance Attorney*	Kat is a compliance and workplace solutions consultant for USI. In this position Kat provides employer focused guidance on compliance solutions. She helps translate the complexity of employment compliance laws into an understandable solution for clients. Kat joined USI in 2019; prior to that she worked in the insurance industry providing compliance assistance to employers of all demographics. Kat began her EB career working with the US Department of Labor in the Chicago Regional Office as an investigator and coordinator of the Voluntary Fiduciary Compliance Program (VFCP). **EDUCATION** BA in Native American Law and Studies from Mount Holyoke College; Juris Doctorate from Suffolk Law School; LLM in Employee Benefits from John Marshall Law School. **QUALIFICATIONS** Canadian Certified Employee Benefits Specialist and Fellow (CEBS)

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Team member and title	Professional credentials, capabilities, and experience
 Amy Richter *Population Health Management Dir.*	Amy joined USI in 2010 with a background in promoting health and wellness in both the public and private sector. Her education and work experiences have provided her with unique skill sets, including wellness project management from strategic development through implementation and evaluation. Her ability to create well-rounded, results-oriented wellness programs is complemented by her problem-solving skills and ability to think outside of the box. **EDUCATION** Health Promotion and Wellness from University of Wisconsin – Stevens Point, WI **QUALIFICATIONS** Certified Wellness Program Coordinator & Certified Wellness Program Manager (WellCert – Chapman Institute (CWPC), Certified Wellness Coach, Health Coaches of America (CWC), Well Workplace Certified, Certified Health Education Specialist, National Commission for Health Education Credentialing (CHES), WELCOA – Well Village Fox Cities – Advisory Board
 Keith Weaver *Pharmacy Consultant*	With over 20 years of pharmacy benefit consulting experience, Keith has a proven track record of providing strategic consulting services and delivering solutions that navigate and solve complex and dynamic challenges pertaining to pharmacy benefit programs. Keith has worked with self-funded employer clients of all sizes in both private and public sectors. Keith has held leadership roles within National Pharmacy Practices at several consulting firms. Direct responsibilities included strategic and operational oversight over pharmacy benefit programs and the delivery of services to help clients manage their drug spend. This included management of the analytics team and the development and refinement of numerous proprietary tools and intellectual capital initiatives. Keith also has three years of experience as a PBM insider where he managed the strategic relationship between the PBM and national/regional brokerage and consulting houses and boutique pharmacy benefit consulting firms.
 Amanda Jueneman *Managing Consultant, HR Technology*	Amanda Jueneman leads USI's HR Technology Consulting team as part of the employee benefits practice. Amanda and a team of consultants utilize a consultative approach to assist employers to better understand their business needs spanning human resources, payroll, system integrations and more. Then align those goals with the best solutions available in the market, leveraging strong vendor relationships and effective pricing strategies. She also drives the internal development of innovative tools, resources and partnerships that lead to the overall success of USI clients. Originally from Minnesota, Amanda lives in Eden Prairie, Minnesota with her husband and son. **QUALIFICATIONS** Prior to joining USI in 2020, Amanda spent the first part of her career as an HR Technology Consulting leader and Key Account Executive in Employee Benefits and has been consulting with clients for over 20 years.

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SECTION 3 – SCOPE OF SERVICES

1. Provide an overview of your approach to strategic planning and what resources do you provide? Please provide a sample of the materials and reports that you use as a part of your regular reviews.

This section contains Confidential & Proprietary Information.

USI believes a strategic plan for the Village's benefit program is essential to achieve your organizational goals. We use a proven, three-tier process to help you develop and manage a long-term plan that controls costs and creates a healthier and more engaged workforce. The process involves the planning session, a strategic plan, and the stewardship report. Our goal in strategic planning is to identify at, at minimum, 2-3 initiatives that we can work on annually to continuously improve the benefits program.

Tier 1 – Planning Session

A thorough planning process is the most effective way to create a long-term strategy that meets and exceeds the expectations of all your stakeholders — employees, senior management, and human resources. This annual meeting involves the key decision makers in your organization. This is a formal discovery process covering all aspects of the Village's employee benefits and human resources strategy, from high-level cultural questions to detailed plan design and contribution strategy discussions.

As a precursor to this meeting USI will have conducted our due diligence in building and assessing experience and trends, identify key drivers of cost, assess clinical and contractual gaps, and benchmark your plans against peer entities.

During this session, we will review and discuss:

- Financial and utilization trends to identify outstanding issues.
- Demographic and participation data and any anticipated changes in workforce.
- Network discount analysis and efficiency of access.
- Pharmaceutical pricing and contractual details.
- Summary Plan Descriptions (SPDs) and any gaps in plan design.
- Benefit communication materials inventory - what's working and what's missing.
- Benchmarking plan design, total cost, cost by plan, contribution strategy, and wellness initiatives.
- Compliance issues identified current or future.
- Feedback on where you want to be both financially, culturally, and competitively.
- Employee survey results – if you have conducted or what we can do to assist in executing.

We consider the strengths of the existing programs, identify any weaknesses, and determine cost effectiveness, competitiveness, and the administration efficiency of each program.

Advantages of a Formal Planning Session Include:	- Aligns key stakeholder expectations - Bridges the historic gap between HR, finance, management, and employee concerns - Establishes a clear understanding of your employee benefits and HR needs - **Generates innovative solutions** - Encourages optimum senior support for your initiatives - Creates a road map to success

We collaborate with you to align the Village's strategic benefits plans with your organization's contractual, clinical, operational, and cultural needs for the near and long-term.

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Contractual	Clinical	Operational	Cultural
Finding the lower overall cost and improved contractual terms for savings and optimal efficiency	Identifying ways to improve the health of your employees	Designing recommendations to enhance the end users' experience	Aligning recommendations with your organizational structure

Once we understand the Village's culture and needs, the approach we take is to carefully analyze your data to determine the overall health of the population and primary cost drivers. Our multi-disciplinary team makes specific recommendation in all areas of your benefit program that would help increase the health of the population, help control cost over time, increase employee satisfaction and competitiveness of the benefit plan and ensure a sustainable benefit program. Those recommendations are then presented by our local team to share with you the immediate cost savings/plan improvements and long-term impact.

With this process, we are equipped to:

- Review and implement efficient HR processes and effective communication tools that work cohesively with your overall benefit objectives.
- Help you make educated decisions on how to invest in your benefits program.
- Manage implementation as seamlessly as possible.
- Provide ongoing support for your HR department and your employees.
- Track and report critical indicators of plan success to make changes where necessary.

Tier 2 – Strategic Plan

Incorporating the results of the planning session, we work with your team to create a strategic plan that is consistent with your business goals, is metric-driven, and executed by our team of professionals. Developed in partnership with the Village, the plan serves as the guide for your employee benefits plan decisions and strategies.

The plan typically spans 1 – 3 years, understanding that through the **Annual Stewardship Review** process, the plan will be amended as results emerge and the operating environment within your organization changes. The plan will address both short and long-term goals. The elements of the plan follow the seven (7) key areas of our employee benefits practice including:

- Underwriting & Analytics
- HR Services
- Population Health Management
- Compliance/Healthcare Reform
- Care Intervention/Population Health Management
- Pharmacy
- Ancillary Benefits

We recognize that healthcare has become an expensive and primarily reactive service, and so it is our goal to help counteract this trend by being a proactive, strategic, and tactical partner throughout the entire benefit year. In support of this approach — and to ensure ongoing alignment of your healthcare strategy with your organizational culture — we work with you to create a 3- to 5-year, multi-year benefits strategy that's based not only upon data and analysis, but also upon our understanding of your past benefit strategies, as well as your current goals and desired outcomes.

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Multi-Year Benefits Strategy

	Short-Term Goals 2024	Mid-Term Goals (2024 –2025)	Long-Term Goals (2026 +)
Plan Design	▪ Evaluate network and carrier options ▪ Reevaluate medical plan administrator options ▪ UMR contract review	▪ Continue plan design evaluation across all health and welfare benefits ▪ Focus on plan simplification ▪ Evaluate direct contracts ▪ Evaluate ACO and tiered network options for medical ▪ Consider incentive options to drive employee engagement	▪ Plan remains compliant with Healthcare Reform provisions ▪ Balance employee cost sharing with financial objectives
Communication	▪ Develop communication strategy: methods of communication and topics ▪ Consider the various generations at work and types of communication each prefer	▪ Continue to enhance and develop ongoing communication ▪ Introduce enhanced technology tools that drive engagement	▪ Engage employees to be good stewards
Financial	▪ Reevaluate contribution strategy ▪ Review contracts for cost savings ▪ Evaluate PBM strategy ▪ CHAP Report	▪ Consider strategic relationships with NHRMC ▪ Consider building owned pharmacy ▪ Avoid exposure to excise tax	▪ Attempt to reduce trend through wellness, plan design, and other initiatives ▪ Avoid exposure to excise tax
Administrative	▪ Ensure vendors are meeting needs	▪ What improvements can be made?	
Compliance	▪ Review service provider contracts/SPDs ▪ Conduct Compliance Review	▪ Continue updates on Healthcare Reform ▪ Provide Annual Compliance Reminders	▪ Avoid the imposition of penalties under the ACA ▪ Ensure proper administration of group health plans
Wellness	▪ Evaluate wellness program ▪ Look at areas of health and productivity	▪ Assist with design and implementation of program ▪ Wellness campaigns and challenges, including financial wellness components	▪ Review statistical data of wellness program to assess its efficiency in reducing absenteeism and increasing presenteeism

It is important to note that our Annual Planning Schedule is reviewed at every scheduled meeting to see if any adjustments are needed based on recent developments. Any adjustments are then made to the service plan as well as the above strategy found.

Advantages of a Strategic Plan Include:	▪ Provides a common blueprint for all participants ▪ Creates a reasonable timeline to accomplish goals without over-utilizing your resources ▪ Allows participants to work on the current year initiatives while keeping an eye on future goals ▪ Organizes initiatives by subject area ▪ Serves as the basis for the annual stewardship report

Tier 3 – Stewardship Report

We meet with your HR team quarterly to review a detailed stewardship report as a key step towards achieving the results you desire. The stewardship report provides opportunity for both future planning and historic review to

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evaluate USI's deliverables, and to gain feedback from the Village on whether we have met your expectations towards our mutual goals.

Advantages of a Stewardship Report Include:	▪ Identifies risk and opportunities ▪ Manages expectations of all parties — your human resources team, senior management, and your local account team ▪ Reviews progress toward goals ▪ Allows for adjustment of responsibilities ▪ Clarifies our value proposition to you ▪ Strengthens the relationship between you, your organization, and USI

Continuous Improvement Model

Our approach to developing, implementing, and ensuring *ongoing* alignment of the Village's benefit programs to your vision is founded on a Continuous Improvement Model. This approach, in which we go through a continual process of discovery, analysis, planning, and implementation with each benefit plan component, incorporates the use of industry and peer benchmarking, identifying appropriate performance metrics, evaluation of best practices, and incorporating innovation.

Annually, we identify the primary goals that are to be achieved in the benefit program, set a strategy and timeline for completion, and track and measure success.

Discovery:	▪ Qualitative (discussion, survey) and quantitative (data).
Analysis:	▪ Compare the Village's situation to standards/benchmarks and identify gaps and opportunities in plan's performance.
Recommendation:	▪ Propose actions/solutions to address plan performance gaps.
Execution:	▪ Implement actions/solutions chosen by the Village.
Stewardship:	▪ Monthly service calls and periodic plan performance reviews.

2. Describe your capabilities in ongoing plan performance monitoring, plan performance forecasting, claims experience analysis, benchmarking and reporting.

USI uses two tools to analyze & benchmark (locally, nationally and across our book of business) medical and pharmacy claims:

- USI 3D
- Clear Options Rx

Medical Claim Analytics

Unique to USI, we utilize our 3D data analytics system to assess the population from a real claims cost standpoint (not just biometric results or program engagement numbers) and measure year-over-year outcomes. UMR actively feeds all claims data into our 3D database, which we then convert to understandable tables and graphics. This allows our

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team the ability to produce simple, standardized reporting for all self funded clients. Data obtained from USI 3D is then inputted into our proprietary CORE Health Report. This report is a very concise 2 – 3-page document that C-Suites most often appreciate because it serves to connect key health metrics to actual claims costs in a year-over-year format. This type of reporting allows us to demonstrate, in very simple terms, whether the program worked from a cost-savings standpoint or if changes are for the following year.

Data points we focus on measuring include but are not limited to; ER visits, inpatient days, gaps in care such as regular diabetes A1C testing, age-gender cancer screening, prevalence of disease states, Rx costs, and refill frequency. Our team of experts plot changes attributed to these data points. We are then able to quantify cost avoidance results that directly link back to trend.

A key USI differentiator is the fact that the USI 3D tool enables us to use client-specific data for "prediction and prevention of catastrophic claims" rather than "review and repair after the fact."

USI 3D allows us to assign a future risk score to all large claims with our predictive modeling tool so we can identify and quantify future risk. USI 3D also identifies lower cost drugs to find potential savings in formulary decisions. This process is ongoing and on-demand, so we can consistently assess PBM performance as well.

Through USI 3D — in combination with our own proprietary reporting tools — we are also able to help the Village project the potential impact of plan design changes, improve the quality of health care delivery, promote specific participant behaviors, reduce cost, optimize risk-adjusted revenue, ensure payment accuracy, and support compliance.

Clinical Reporting	Utilization Reporting	Financial Reporting
▪ Disease Prevalence ▪ Disease Benchmarking versus Normative Data ▪ Gaps in Care (CGI) ▪ Relative Risk Scores (RRS) ▪ Predictive Modeling (RRS + CGI) ▪ Population Health (Age Appropriate Screening)	▪ Provider/Network Reporting ▪ Setting of Care (ER vs. Office Visits) ▪ Diagnostic Procedure Reporting (MRI, Dialysis)	▪ IBNR Reports (Incurred but not Reported) ▪ Month by Month Loss Reporting ▪ Trending PMPM ▪ Distribution of Claims ▪ Discount Reporting ▪ Demographic Reporting
Pharmacy Reporting	**Benchmarking**	**Data Warehousing**
▪ Financial Trending ▪ Therapeutic Classes ▪ Generic vs. Brand ▪ Conversion Opportunity ▪ Unit Pricing	▪ View Claim Utilization by Industry	▪ View Historical Claims (36 months)

The sample report package includes reporting on the following key areas of financial reporting and analysis:

- Utilization metrics
- Claims expense distribution
- Individual claimant risk
- Prescription drug key statistics
- Top 10 prescription drugs
- Disease fingerprint
- Wellness opportunities
- Cardiac and diabetes

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Below is a list of typical reports provided to our employee benefits clients:

Report Name	Frequency		Additional Cost
	Fully Insured	Self-Funded	
Profit and loss report including comparison to budget	Monthly	Monthly	No
Aggregate report	N/A	Monthly	No
Large claims monitoring/Analysis	Monthly	Monthly	No
Plan utilization analysis	Monthly	Monthly	No
Claims and fixed cost projection	Quarterly	Quarterly	No
Benchmarking (Plan design, total cost, and contributions)	Annual	Annual	No
Funding alternatives and plan design analysis (self-insurance, minimum premium, fully insured, HRA, HSA, etc.)	Annual	Annual	No
Renewal reports	Annual	Annual	No
Disease management review	Monthly	Monthly	No
Network utilization analysis	Monthly	Monthly	No
Prescription drug analysis	Monthly	Monthly	No
Wellness initiative results	Quarterly	Quarterly	No
Contribution analysis and options	Annual	Annual	No
IBNR (incurred but not reported) projections	N/A	Annual	No
Preparation of annual budget reports	Annual	Annual	No

A sample 3D Analytics & CHAP Report is included in Appendix I.

USI's Population Health Management consultant, the Village, is part of your USI core account service team. These team members are located regionally and networked nationally. The team explores and reviews health management vendors as well as condition specific vendors to match clients with new innovative strategies that meet their populations need. While some clients utilize carrier programs USI encourages our clients to pull their health management strategy away from the carrier, so we can better control the services, cost, and increase the savings back to the client.

Pharmacy Analytics

Pharmacy costs differ from other plan expenses as the distributor, carrier, and PBM all earn significant additional profit from claims as opposed to the cost of insurance or plan administration. Clear Options Rx is USI's proprietary quoting tool created to combat hidden profit from the distributor, carrier, and PBM. It creates a competitive PBM marketplace with standardized contract language and clear pricing definitions to drive plan savings. Clear Options Rx allows USI underwriters to generate comprehensive proposals from 10+ standalone PBMs with a variety of pricing philosophies such as:

- Traditional pharmacy pricing with aggressive contractual pricing
- Pass-thru strategies can provide greater savings from some PBMs
- Guaranteed script options provide predictability of costs over a three-year period

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Clear Options Rx provides greater transparency around costs and low disruption to members.

3. What is your approach when shopping for bids or negotiating renewals? How would you differentiate the Village of Germantown to insurers? How would the Village of Germantown benefit from your market position?

Our approach to renewals is based upon a three-way relationship between the Village, USI, and each carrier or service provider. Empowered with extensive market knowledge, significant national and local comparative renewal data records, experience in service performance challenges, and robust technical know-how, the Village can be confident that our account team will aggressively negotiate on your behalf to provide a fair and competitive renewal recommendation.

We leverage our public sector block of business size to procure best in market contracts for our clients. For example, SunLife participates on our USI stop loss consortium. The Villages current stop loss contract is placed direct with SunLife and is priced based off 101 currently enrolled members. Our Sun Life clients have the benefit of being rated in a pool with over 20,000 enrolled SunLife members, which offers our clients lower attachment points (maximum liability) and more competitive rates.

We differentiate our customers based on their willingness to address their risk profile. For example, a client that is willing to adapt any of our care steerage programs will receive lower stop loss rates and more favorable terms than a non USI client.

Marketing Approach

Our consulting approach is to assure that the Village's objectives are being met, including comprehensive coverage at a fair price with financially sound and quality insurers. Many brokerage or consulting firms operate on the assumption that marketing their clients' plans every year meets this objective and validates their services to the client. At USI, we know the value of strong relationships. When based on exceptional carrier performance, we believe continuity in the interest of establishing a long-term relationship benefits our clients.
USI also knows there are times when undertaking a market survey is the appropriate action. We feel a marketing review is in order when one or more of the following occur:

1) the product or network does not meet your objectives,
2) the cost is not competitive,
3) the financial stability of the carrier is in question, and/or
4) the service is deficient.

When necessary, we provide a comprehensive carrier marketing analysis based on your needs assessment. This analysis encompasses your goals and objectives — meeting budget constraints, providing a competitive plan design, reviewing network accessibility, and providing expected customer service. Together, The Village and USI determine whether marketing your benefit plans is warranted based on each carrier's service performance, administrative or network issues, and your budget expectations.

Even when a client prefers to remain with an incumbent carrier, looking at options in the marketplace can allow us to negotiate reduced costs and broader offerings from the in-force carrier. We believe we are responsible for analyzing the options, sharing the alternatives with you, and once a decision has been made, assisting with plan implementation and communication and ongoing plan and vendor management.

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Marketing Process

USI will advise the Village on the use of the following services to manage the marketing process effectively:

Request for Proposal (RFP) Development and Submission

- Develop and assemble RFP specifications based on the Village's needs assessment
- Identify all qualified carriers/service providers
- Submit RFP to all qualified carriers/service providers
- Manage carrier/service provider queries in an efficient and timely manner, working closely with carriers/service providers so that their proposals reflect requested parameters, based on the plans they offer

Proposal Analysis

- Review proposals and evaluate carrier/service provider responses based on the criteria set by the Village and USI
- Follow up with carriers/service providers for missing information or clarification
- Preliminary negotiations of fees and premiums with carriers/service providers chosen for finalist stage

Final Negotiations

- Negotiate rate and performance guarantees with chosen carriers/service providers
- Schedule site visits with carriers/service providers (if necessary) or finalist interviews
- Check carrier/service provider references of active and terminated clients
- Notify carriers/service providers of selection and confirm costs

USI recommendations are based on our determination of the carriers and/or service providers that present the best match for the Village's overall objectives, including:

- Carrier/service provider network access for all benefit plans
- Ability of the carrier/service provider to control costs
- Level of service, including claim and other related performance guarantees
- Administrative capabilities and flexibility
- Carrier/service provider installation resources and track record
- Necessary data reporting capabilities and the carrier/service provider demonstrated quality of care initiatives
- Evaluation of alternative funding mechanisms based on the Village's risk tolerance

Final Selection and Communication

Once The Village elects specific plan options, USI notifies the respective carriers and service providers to finalize rates and plan documents. We work with carriers to help ensure effective administration of the plan. If necessary, we will audit carrier systems regarding proper setup of the plan design changes. We then develop employee communications that incorporate the specific plan design changes and present the information in the annual open enrollment meetings. Some plan design changes may require more comprehensive communications (e.g., new product/plan, procedural change such as prescription drug step therapy). Employee communications are provided at open enrollment and throughout the year as necessary to remind employees of new/changed protocol or benefits.

4. Briefly describe how familiar you are with products and carriers for all lines of coverage including health, stoploss/reinsurance, wellness, dental, vision, life, disability, and voluntary benefits and how you determine which carrier's products to review for renewal purposes.

USI has agreements with most of the national and regional carriers on all lines of coverage, including all carrier currently in place for the Village. We also work with all major third-party administrators (TPAs) and administrative outsourcing service providers and provide comprehensive evaluation, negotiation, and management. Our diverse client base demands that we have broad access to domestic and international carriers and service providers. We

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determine which products to review based on our stewardship discussion. We typically make 3-5 strategic recommendations with quantified impacts and then we hone that to 1-2 product changes.

Carrier Financial Stability

USI works with all carriers provided they meet our financial standards and are considered financially sound.
In assessing the financial strength of insurers, USI relies upon statutory financial statements as well as the opinions and assessments of recognized rating agencies and other carrier review companies. USI has a centralized resource, Market Management team, which provides the field with market security recommendations based on financial and other relevant information that is available at the time of placement. USI authorizes insurers that it believes, at the time of placement, have the financial ability to fulfill their claim payment obligations to our clients. USI is not a guarantor of the solvency of insurers with which its brokers place business. However, our goal is to use reasonable measures to do business with financially healthy insurers. Our recommendations are based on financial and other relevant information that is available at the time of placement.

5. Include whether your firm employs an in-house actuary for providing detailed analysis of claims data, stop loss risk, workforce demographic analysis, funding options, trends, premium ratios, reserves, IBNR reporting and actuarial value of plan design changes. If yes, please provide credentials.

The **USI Underwriting & Analytics Team** for the employee benefits practice is made up of over 170 associates in ten geographic regions brings a wealth of industry background to the discipline to include experience with carrier underwriting and consulting practices with individuals having up to 30 years of experience within their respective subject matters.

USI's network of Underwriters and Analysts are resources to provide analysis and work with the Village to deliver a long-term cost-saving strategy.

Matt Pittman is our in-house actuary that will assist the Village with self-funded underwriting, budget analysis, plan valuation, IBNR calculation, reserve, future cost liability and risk analysis. Matt is a Sales Underwriter in the Mountain Region of USI. He brings 25 years of experience in Employee Benefits with expertise in both fully insured and self-funded plan analytics and underwriting. Matt has an extensive background in employee benefit analytics and leadership in previous roles that has had a broad span of markets. Early in his career Matt was in a primary role at a TPA placing and negotiating stop loss coverage for clients and was also charged with setting administration fees. From there Matt moved into the consultative side of the business as an overall employee benefits specialist and was a leader of analytic teams for several years. In an additional role Matt also served as a carrier liaison which involved strategic and problem-solving initiatives with carrier partners to benefit the clients he served. Matt understands how complicated benefits can be and has dedicated his career to helping his clients simplify the complicated and create strategic and actionable solutions. Matt has his BA – Hospital Administration from Concordia College, Moorhead, MN.

USI analysts protect your commitment to your employees through detailed scrutiny of products and premiums. We examine underwriting practices for fairness and appropriateness of rates and educate you about the advantages and risks connected to each method of benefit financing. Periodic market surveys will ensure your plans remain competitive, ongoing evaluations of insurance companies' financial rating will give you the confidence that fiscally strong providers back your coverage.

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The Underwriting and Analytics Team provides services including, but not limited to:

- Renewal projections and funding analysis
- Claims cost and risk assessment
- Trend mitigation
- Contract review
- Plan design and contribution analysis
- Benchmarking and market review
- Predictive modeling
- Ancillary analysis
- International exposure analysis
- Disruption assessment
- Reporting
- Long-term strategic planning
- Strategic planning for active and retiree medical plan design and contributions
- Financial impact of health care exchange strategies including defined contribution
- Model architecture on tools for underwriting, healthcare reform, employee contributions, and stop-loss
- Reserving (IBNR, long-term disability, life insurance, etc.)

The underwriting process involves collection of client specific historical data (when available) to include 36 months of claims experience, enrollment data, benefit history, individual large claim history, diagnosis and procedure records, and fixed expenses to incorporate into a projection algorithm.

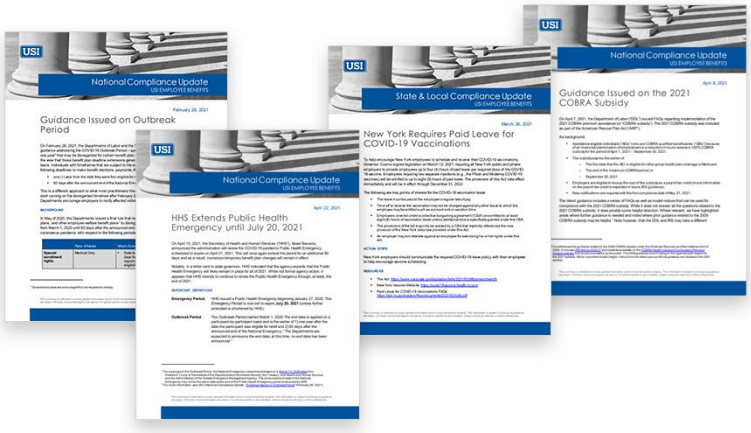
The underwriter will observe client specific cost trends and compare national/regional trends for inclusion into our forecasting models. When group size dictates, the underwriter will incorporate cost benchmarking data to include within the model. Benchmarking can include geography, industry, and group size differentiation.

6. Describe how your firm stays current with state and federal regulations and what resources you provide to your clients to stay compliant.

USI National Compliance Team – Research and Resources

With the volume and complexity of employee benefit regulations on the rise, we recognize your need to understand what is truly relevant and to minimize your risks. Our communications cover:

- **Federal updates** such as changes in the tax code that could apply to your organization directly or to related stakeholders such as insurers who may shift their costs to you.
- **State updates** such as new state paid leave laws.



USI's National Compliance Team does not rely on secondary sources. Our benefits attorneys read all relevant laws and guidance and confer with each other to create materials to educate our staff and our clients.

USI has developed communication mediums that allow us to quickly disseminate information regarding impending deadlines, changing legislation, and employer obligations, along with guidance about how to remain in compliance. These compliance resources are outlined in the table below.

Compliance Resources – Included in Our Service Offering

Workshops, Seminars, and Webinars	***Legislative and Regulatory Updates***
USI's National Compliance Team provides informative webinars and seminars regarding legislative	USI's National Compliance Team provides comprehensive and practical analysis of federal and state legislative developments

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developments and interprets impacts to employers which:

- Focus on the most pressing issues of the day
- Identify key takeaways and next steps
- Include question and answer sessions with our compliance experts to provide clear understanding of the issues

Each event usually lasts about an hour and is recorded for future playback.

Comprehensive Employer Guides and Toolkits

USI provides in-depth analysis and guidance to help the Village navigate through complex rules, regulations, and plan strategy decisions USI's National Compliance Team provides the Village:

- A detailed roadmap to the multitude of requirements affecting your health and welfare plans
- Tactical advice regarding implementation and consequence management

7. Include whether your firm employs an in-house benefits/compliance attorney. If so, please provide his/her credentials and examples of communications provided to clients. If not, do you use an external benefits/compliance attorney and if so, which firm do you use?

Yes, Kat Lacy-Wilson is our in-house compliance attorney. She has a BA in Native American Law and Studies from Mount Holyoke College; Juris Doctorate from Suffolk Law School; LLM in Employee Benefits from John Marshall Law School. She helps translate the complexity of employment compliance laws into understandable solutions for clients. She will provide written communications to clients, depending on the scenario, but she typically communicates directly with our client contacts or internal service team via phone/WebEx.

We also provide our clients with access to employment law attorneys to address question that are outside of the scope of employee benefits.

8. What benchmarking surveys do you use/provide to determine whether the Village of Germantown's benefits/renewal proposals are competitive with similar organizations?

USI's Exclusive Benchmarking Tools

USI will benchmark your plan provisions, employer cost and participant contributions with other comparable organizations based on the industry and geography against which you would like to be compared. We have multiple methods of performing this comparison: 1) we evaluate your program compared to our other clients in the same industry; 2) we provide customized benchmarking reports comparing you to other organizations of similar size, industry, and geographic location, to evaluate the Village' plans as compared to other organizations. Through our internal agency management system, we will be able to compare your benefits, contributions, and cost to the USI Block of Business by region, industry, or size of employer.

Using the above benchmark data and detailed claims and utilization data, USI will consult with the Village on alternative benefit strategies. Alternatives for consideration may include areas such as:

- Plan design changes
- Consumer driven plans
- Pharmacy plan/vendor changes
- Changes in health plans or other vendors
- Addition of specialty vendors (disease management, wellness, carve-out pharmacy, etc.)

USI's recommendations will be tailored to your specific objectives and will be based on sound actuarial price projections, our knowledge of "best practices" and "best-in-class" vendors in the marketplace.

USI Benefit Benchmarking Study (BBS)

The 2024 USI Insurance Services Benefit Benchmarking Study (BBS) is a national study of employee benefits plans. Last year, more than 130 public sector Wisconsin employers participated in the study. The responses represented

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groups spanning all market segments and many industry classifications. Participating organizations receive a complimentary detailed benchmarking report that analyzes their benefits compared with employers of similar size, industry, and geography.

The Study Helps the Village

- Develop a healthcare plan design and contribution strategy
- Understand how your benefits plan compares with others in your peer groups
- Structure your plans to be competitive in the current market
- Understand the historical context of plan design
- Identify benefit plan trends in the marketplace

What Information Will the Report Contain?

- An executive overview and dashboard
- Plan design benchmarking
- Employer and employee contribution summary
- Population health management
- Employee engagement

Benchmarking helps to ensure the Village's program is positioned competitively with regards to benefit design and cost sharing. Equally important, we will use this information to test the program against your stated strategic objectives.

USI Stop Loss Benchmark

To ensure USI self-funded clients remain competitive when purchasing their largest fixed cost, stop loss, USI also updates our stop loss benchmarking tool. This ensures that attachment points and stop loss deductibles are competitive when compared to peers. This also ensures that pricing is fair and that our client is not purchasing too much, or too little, stop loss coverage.

9. Describe your timeline for renewal strategy for a client similar to the Village of Germantown.

To demonstrate how this relationship approach helps to ensure a timely and effective renewal process, the following is a sample timeline for a self-funded medical insurance renewal based on the Village's size and complexity.

Overall Objectives	Key Tasks	Responsibility
Eight Months Prior to Renewal Establish preliminary strategy for the Village's renewal	▪ Review marketplace analysis and forecasts for each business line ▪ Review alternatives ▪ Summarize information and agree on The Village's changes ▪ Analyze current carriers ▪ Review carriers service requirements ▪ Identify all exposure data and deadlines for securing information	USI/Germantown
Five Months Prior to Renewal Assign responsibilities and deadlines for account team and markets	▪ Meet with entire team to discuss strategy ▪ Define plan changes with client ▪ Establish deadlines for all tasks ▪ Meet to discuss and finalize marketing plan ▪ Receive all renewal data from The Village(census)	USI/Germantown

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Overall Objectives	Key Tasks	Responsibility
120 – 130 Days Prior to Renewal Establish final marketing strategy and submit to markets	▪ Review submission with client ▪ Send submissions to markets ▪ Continue ongoing communication and data clarification ▪ Refine and summarize proposals ▪ Develop comparisons ▪ Negotiate improvements ▪ Meet with The Village's HR and Benefits teams to plan open enrollment	USI/Germantown
100 Days Prior to Renewal	▪ Refine plan negotiations with underwriters ▪ Refine final plan designs with client ▪ Schedule open enrollment meeting and define responsibilities ▪ Make final plan decisions	USI/Germantown
90 Days Prior to Renewal Present proposal to client	▪ Begin open enrollment	USI/Germantown
60 Days Prior to Renewal Decision made and program implementation begins	▪ Continue open enrollment ▪ Gathering, scrubbing of applications ▪ Submission packaging	USI/Germantown
45 Days up to Renewal Date	▪ Monitor submission ▪ Ordering ID cards and other essential items as needed ▪ Monitor group for employee questions or difficulties	USI
Within 30 Days after Renewal	▪ Meet with The Village and Account Team ▪ Review and summarize placement process ▪ Initiate quarterly review process ▪ Review key projects, including additional exposure areas ▪ Agree on any adjustments and new projects to be undertaken	USI/Germantown

Overall, we know that cost, service performance, and flexibility are key components of each carrier/service provider relationship. We assess if the carrier is fulfilling your appropriate level of satisfaction in these areas on an ongoing basis. When performance guarantees are in place, we review each area of the agreement to assess whether the carrier has met expectations. If the carrier is not performing to your standards, we strategize with you to determine the appropriate course of action.

10. Describe the technology tools you use and any you make available to your clients and if there are plans in place to enhance your current technology/tools.

Technology and Related Tools

USI strongly depends on technology and employs the use of the following tools/technology to provide plan management, monitor quality assurance, and measure the effectiveness of the benefits under the plans. While we do not sell technology, we do firmly believe that the right technology tools make us more efficient and effective at servicing our clients. We continuously review new technology options available to the market to ensure we are able to offer our clients the best available options.

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Here are a few examples of how USI leverages technology to the benefit of our clients:

USI's Omni Knowledge Engine™

USI's **proprietary** analytics and solutions database — real time, interactive, dynamic, and evolving, and customized for each client. This tool allows us to generate recommended solutions for our clients in a simple and quantifiable framework. Our Omni tool is everchanging with changes to our public sector recommended practices. As a sample, we have provided a preliminary Omni report below for the Village:

USI OMNI | Village Of Germantown

Claims Cost Distribution		
Number of Employees on Medical Plan	97	
Assumed Annual Composite Cost of Medical	$17,335	
Claims Cost Estimates by Type of Service		
Physician Services	$174,371	10%
Inpatient Facility Services	$256,428	15%
Outpatient Facility Services	$358,999	21%
Pharmacy Services and Claims	$235,914	14%
Total Claims	**$1,025,712**	**61%**
Estimated Fixed Cost/Carrier Retention	$655,783	39%
Estimated Annual Cost	**$1,681,495**	**100%**

USI SOLUTIONS	SAVINGS($)
UNDERWRITING & ANALYTICS	
Proprietary Stop Loss Benchmarking	$87,654
Tiered Network Incentive Strategies	$60,004
USI Stop Loss Consortium	$30,267
HR SERVICES	
Benefit Resource Center	$2,328
USI Mobile App MyBenefits2Go	$2,328
COMPLIANCE	
Client Specific Assistance on Compliance Issues	$12,500
PHARMACY	
USI Clear Options Rx: Managed Pharmacy Strategy	$42,037
Total Savings Estimate:	**$237,118**

Communication Tools

- MyBenefits2GO mobile app
- Brainshark open enrollment videos
- Flimp video library
- Digital e-reader benefit guides

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USI 3D Analytics

- Provides a three-dimensional view of claims to offer exceptional insights into clinical patterns unique to a plan's participants
- Measures care patterns and ROI specific to near site clinic utilization
- Real-Time Claims Data for identification of cost drivers
- Segmentation
- Utilization Tracking
- At-Risk Identification
- Predictive modeling

USI Underwriting Tools

- Minimum value (MV) calculator
- Actuarial value calculator (USI-Act)
- IBNR Calculator (USI Lag)
- USI Network Evaluation Tool (USINET)
- Stop loss solutions (with ISL Calculator)
- Contribution modeler
- HSA migration calculator
- Fully insured pre-renewal projection

USI Rx Procurement Technology

Our pharmacy tools provide cutting edge, transparent, cost management capabilities to reduce pharmacy spend and enhance employee offerings.

BenefitPoint

BenefitPoint is an internal management tool used to house our clients' detailed benefit plan designs, contributions, and rates for all products being offered. BenefitPoint supports comprehensive benchmarking analysis facilitating comparisons by group size, location, and SIC code for organizations of the Village's size, geographic location, industry, and complexity.

USI Mobile App – MyBenefits2GO

The USI Mobile App, MyBenefits2GO enhances employee engagement by providing employees and dependents with on-demand access to benefit information including open enrollment materials, educational videos, and contact information.

The demand for mobile content continues to grow as much of the U.S. population has a mobile device. The USI Mobile App is customizable with information including:

- Benefits details (open enrollment booklets, benefits summaries, SBCs, etc.)
- Carrier contact information (phone, emails, and websites)
- On-demand open enrollment/new hire presentations
- Short videos to educate members on how to utilize their plan

MyBenefits2GO does not store personal data and therefore there are no privacy or security concerns. Hard coded text in the app updates to Spanish if the device's language is set to Spanish — significantly increasing communication with Spanish speaking members. In addition, it supports "going green" efforts by printing fewer booklets and directing employees to the app.

This easy-to-install app is available for all smartphone platforms and can be customized with your logo — available 24/7 and on the go.

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11. What role does your firm play in facilitating Open Enrollment? Please provide examples of any communications.

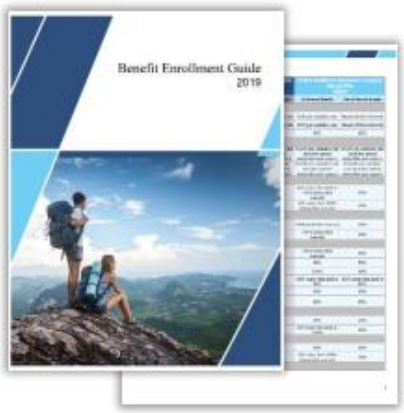
To minimize the burden of open enrollment for the Village, USI coordinates open enrollment meetings in conjunction with the Village. Meeting types and frequencies can be customized to suit your needs. USI also provides every client with a customized Brainshark recording annually for new hires.

We create the PowerPoint presentation for the meetings, enrollment forms and materials that will be distributed to employees, along with all the required legal notices. A Benefit Guide that provides in-depth detail of the benefits offered by the Village is updated accordingly and provided to each employee for reference and education.

After each meeting, one-on-one time is spent with employees, as needed, to address their individual questions or concerns in electing coverage. For employees that are not able to attend meetings, USI creates a "Brainshark," or recorded presentation, of the material.

The Benefit Guide provided during open enrollment is also utilized to onboard new hires at the Village. A new hire Brainshark is prepared, along with talking points, that can assist new hires in understanding, and selecting, their benefit offerings. This tool alleviates some of the burden in having to personally present to each new hire. As needed, USI assists with conducting the new hire orientations on behalf of the Village.

Benefit Summary/ Wrapper



Open Enrollment PowerPoint

Open Enrollment Flyer

Open Enrollment Memo

Employee Education Materials

Post Card

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12. Does your firm provide any value added benefits (e.g. wellness program, benefits enrollment systems, health care advocacy)? If so, are there additional fees for these services?

In a rapidly changing market, where costs remain a concern, the need for innovation is a priority. USI not only stays current with innovative approaches but continues to drive the development of new strategies to support clients. Our dedicated resources deliver competitive advantage and address a wide range of employer concerns to deliver innovative solutions that provide greater value and efficiency to the Village. All of the services listed below are included in our cost.

Benefit Resource Center

USI's Benefit Resource Center (BRC) was developed as a single point of contact for claims advocacy, benefit questions and claim/billing issues for all members. Outsourcing benefit questions and claim issues helps streamline your benefit administration and cut costs, while providing your employees and families with better benefit-related support services. The BRC provides HIPAA compliant support for employee benefit plan interactions. BRC is a professionally staffed benefit resolution resource for claims, billing, and eligibility issues.

Examples of services include:

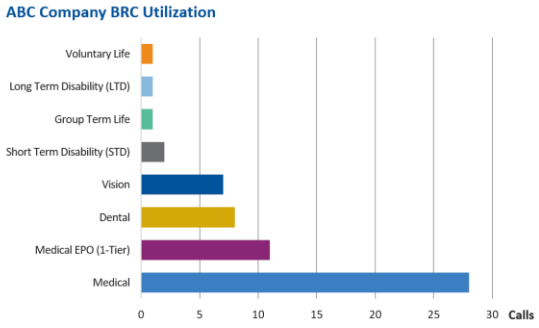
- Answering benefit plan/policy questions
- Assisting with eligibility and claim problems with carriers
- Providing claim appeals information and process
- Explain allowable family status election changes

HR SERVICES: Benefit Resource Center

USI's Benefit Resource Center (BRC) provides individualized support for employee benefit plan interactions.

Reduced Administrative Time & Increased Employee Satisfaction:

- USI employees provide resolution for elevated claims, billing, and eligibility issues
  - Answer benefit plan/policy questions
  - Assist with eligibility and claim problems with carriers
  - Provide claim appeals information and process
  - Explain allowable family status election changes
- HIPAA Compliant
- All inquiries are documented in a call tracking system
- Utilization reports generated quarterly



Impact and Benefits:

- Reduce your cost of employee benefits administration. Average saving of **$2.00 per month** per employee
- Relieve HR staff from time spent on administration to focus on strategic HR functions
- Increased employee satisfaction and awareness of benefits plans
- Quarterly reports provide insight on critical communication improvement opportunities

The Benefit Resource Center is staffed by USI employees. All inquiries are documented in a call tracking system. Utilization reports are generated quarterly to provide insight on critical communication improvement opportunities. When employees call or email the BRC, their issue is assigned to a designated BRC member through resolution.

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Innovative USI Services and Solutions

The USI ONE Advantage® – to analyze our client's business issues and challenges, our benefits team leverages USI ONE®, a fundamentally different approach to employee benefits and risk management. USI ONE integrates proprietary business analytics with a network of local and national technical experts in a team-based, consultative planning process to evaluate the client's risk profile and identify targeted solutions. Clients then receive tailored recommendations for improving their employee benefits plan through cost reduction and service enhancement resulting in an employee benefit trend advantage.

Please take a moment to watch a dynamic four-minute video that illustrates the USI ONE Advantage and our fundamentally different approach to risk management and benefit solutions. The video demonstrates how USI differs from the competition. Click the thumbnail image at right or visit http://www.whatbetterlookslike.com/.

USI 3D – combines clinical data and analytical expertise, using advanced technology and customized consulting, to support solutions that solve complex problems and provide measurable results. Clients gain the ability to better understand plan performance and utilization patterns, and these insights help employers better manage their plans.

USI's Stop Loss Consortium – provides employers of all sizes with access to cost-effective stop loss coverage with best-in-class terms and conditions. Through the Consortium, USI has contracted with many of the industries' largest and most innovative stop loss carriers, offering best-in-class contracts and underwriting terms for self-funded clients.

USI Population Health Management (PHM) — assists clients in building and maintaining healthier workplaces using an approach that is more comprehensive, creative, and targeted than most "traditional" wellness programs. Development of a PHM program is based upon and driven by your organization's own claims experience and centers around USI's innovative CORE Health Strategy which delivers claims savings through incentivized physician engagement, targeted disease management and comprehensive reporting. We take the time to get to know the Village's culture, budget, employee population and readiness to engage, to offer the guidance that best meets your needs as we work together to help you design and implement your PHM strategy.

Human Resources Support — aids with Human Resource outsourcing, employee communications, online tools, benchmarking, enrollment support, customized enrollment materials, claims resolution, benefit value statements, and more. Some of these tools include the MyBenefits2GO mobile app, BrainShark, and FLIMP.

Human Resources Technology – Anne Burkett leads the HR Technology Team which has completed an audit of over 75 software vendors. USI will work with the Village to understand your individual needs, and from there implement the correct technology platform as needed, including technology compatible with existing solutions.

USI Pharmacy Consulting — USI pharmacy tools provide cutting edge, transparent, cost management capabilities to reduce pharmacy spend and enhance employee offerings. These include client-specific pharmacy trend and benchmark analysis, performance analysis, Rx pricing strategies, Rx program management strategies, and specialty program review.

USI Ancillary Benefit Solutions — consists of a team of consultants who continuously search the voluntary marketplace for new products and providers that offer exceptional performance and value. Understanding every clients' program is unique, our solutions are customized to support the Village's culture and goals.

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13. Describe at least two innovative strategic solutions you have implemented for clients similar to the Village of Germantown that highlight your benefits consulting expertise.

Providing innovative solutions is a major goal and responsibility of your account team. The following are three innovative solutions that we believe would be a fit for the Village, followed by a list of some additional strategies.

UMR $0 Deductible Plan to Align Member and Village Financial Goals: There is a high cost variance across providers in southeast Wisconsin. For example, a knee replacement can range from $40k to $92k for the same inpatient procedure. Since the member is likely hitting their deductible and max out of pocket, there is no incentive for them to select the lowest cost provider. We now design $0 deductible UMR programs and mirror copays to align with the provider costs. This also simplifies the healthcare buying experience for members. Below is a model plan design for the Village that project roughly 10% in annual savings.

	Current plan: UMR	Surest C5000
Deductible	$1,000	--
Coinsurance	90/10 coinsurance	--
OOPM	$5,000	$5,000
Office visit	$30	$15 - $100
Maternity delivery	deductible and coinsurance	$900 - $1,700
Physical therapy	deductible and coinsurance	$10 - $75
Urgent care	$75	$50
Emergency room	$300	$500
MRI	deductible and coinsurance	$125 - $775
Knee replacement	deductible and coinsurance	$1,050 - $2,450
Single premium	$1,021.86	$918.68

Plan savings with the Surest plan: -10.1%

Having a baby	$900
Sinus infection	$15
MRI	$125
Knee replacement	$1,050
Total	**$2,090**

Optum USI Rx Contract: Recently we partnered with a large, local municipality that spent roughly $1.2M a year through their Rx program which mirrored the Village's current contract. USI has an exclusive Optum contract that renews annually. The Village's current contract is a muti-year contract, which can negatively impact Rx spend due to Rx discounts increasing year over year. By implementing our single year contract, which is negotiated annually, the group noted about saved over $400,000 annually with no formulary changes or employee impact. The Village would have the opportunity to implement this contract 1/1/25.

Independent Care Steerage for UMR clients: A large Wisconsin municipality was facing a high, single digit increase. Fortunately, the USI team proposed an incentive program to steer members to the top 20% of providers within the UMR network. Members were incented to select a designated high-quality physician, there were no changes to the core plan design, and this led to 8% total plan savings. Based on the Village's current plan design, we project roughly $132k in savings from this approach, with up to $229k in savings based on utilization.

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	Overlay	Increased	Enhanced
Plan Design			
Base plan deductible increase (individual / family)	$0	$1,000 / $2,000	$2,000 / $4,000
Garner HRA incentive (individual / family)	$1,000 / $2,000	$2,000 / $4,000	$3,000 / $6,000
Expected Net Savings			
$ Total	$21,443	$132,542	$229,809
$ PEPM	$19	$115	$199

Musculoskeletal Alternative Treatment	Impact and Benefits
▪ USI's implementation of an alternative treatment network reduces costly surgical procedures and enhances member experience ▪ Members suffering from musculoskeletal conditions may undergo costly yet ineffective surgeries without access to alternative therapies ▪ USI identifies **Alternative Treatment Networks** based on claims data and geographic access ▪ Create communication pieces to increase understanding and utilization	▪ Musculoskeletal claims represent approximately 10% total program cost ▪ Non-surgical alternatives offer estimated savings up to 50% per incident by eliminating costly/invasive surgery and radiology expenses ▪ Average three visits with 89% patient reported resolution (based on over 220,000 cases) ▪ **Estimated savings of 1.5% total program cost**

Incentivized Physician Engagement	Impact and Benefits
▪ USI's strategy to incentivize employees to engage with their primary care physician reduces high cost drivers and improves employee health ▪ Less than 30% of US population has an active primary care relationship ▪ Determine current physician engagement level through carrier and USI proprietary analytics tool ▪ Design financial incentives around plan and contribution structure to increase primary care utilization ▪ Use data to evaluate the program's effectiveness and provide future program direction	▪ Employees with active primary care relationships experience 40% lower rate of ER services and 33% lower inpatient admissions, resulting in an **estimated 1 – 3% reduction of total program cost** ▪ With proper incentives, 70 – 95% of participants establish active primary care relationship within 12 months

Targeted Disease Management	Impact and Benefits
▪ USI's proprietary "Take Charge" programs provide a low-cost, high impact solution to promote effective diabetes and cardiac condition management ▪ High blood pressure, high cholesterol, and diabetes are the most prevalent chronic conditions. Combined they account for approximately 10 – 20% of total healthcare claims	▪ Carrier based DM programs typically cost $50 – $100 PEPY, yet reach only 1% of the population ▪ **Estimated total program cost savings of 1 – 3%** assuming $700 cost avoidance per engaged high-risk individual with diabetes and $2,000 per cardiac patient

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▪ Generic disease management programs unaffiliated with primary care have little to no impact on managing these underlying conditions ▪ Within the USI CORE Health Strategy, high-risk employees are incentivized to adhere to disease management protocols	▪ Significantly increased adherence to DM protocols vs. using a generic DM program
Clear Options Rx	**Impact and Benefits**
▪ USI's proprietary Clear Options Rx creates a competitive PBM marketplace with standardized contract language and clear pricing definitions to drive savings ▪ Pharmacy costs are unique in that the distributor, carrier and PBM typically earn significant additional profit in the cost of the claim as opposed to the cost of insurance or administration ▪ USI's underwriters generate a comprehensive proposal from 10+ standalone vendors with multiple pricing philosophies: ▪ Traditional pharmacy pricing with aggressive contractual pricing ▪ Pass-thru strategies can provide greater savings from some PBMs ▪ Guaranteed script options provide predictability of costs over a three-year period ▪ USI underwriters analyze financial projections, network and formulary disruption and vendor criteria	▪ **Estimated savings of 10% to 15%** of pharmacy costs without changes to plan design or utilization ▪ Greater transparency around costs ▪ Low disruption to members
Benefit Resources Center (BRC)	**Impact and Benefits**
▪ USI's Benefit Resource Center provides individualized support for employee benefit plan interactions ▪ Provides resolutions for elevated claims, billing, and eligibility issues ▪ Answer benefit plan/policy questions ▪ Assist with eligibility and claim problems with carriers ▪ Provide claim appeals information and process ▪ Explain allowable family status election changes ▪ HIPAA Compliant ▪ All inquiries are documented in a call tracking system ▪ Utilization reports generated quarterly	▪ Reduce your cost of employee benefits administration. **Average saving of $2.00 per month per employee** ▪ Relieve HR staff from time spent on administration ▪ Increased employee satisfaction and awareness of benefits plans ▪ Quarterly reports provide insight on critical communication improvement opportunities
Stop Loss Consortium	**Impact and Benefits**
▪ USI leverages market size and underwriting expertise to negotiate best-in-class reinsurance contracts for USI clients ▪ Includes the industry's largest reinsurance carriers, including Symetra ▪ Features: – No new lasers at renewal with specific rate caps ranging from 29% to 55%	▪ Save up to **20%** of fixed insurance cost, or an **estimated 1 – 3% of total program cost** ▪ Eliminate exposures to costly lasers typically greater than $100,000 ▪ Best-in-class contractual provisions ▪ Ability to shop reinsurance market without member disruption

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– Provisions to ensure that stop loss coverage is aligned with benefits plan – Dividend eligible contracts and early rate locks – AM Best "A" rated carriers only	

14. Please provide a sample client service agreement and the list of carriers to which you would bid the Village of Germantown's services.

See Appendix II for a sample Client Service Agreement.

The following is a short list of the major healthcare carriers/service providers that we work with on behalf of our clients. This is not an all inclusive list.

Coverage	Carrier(s), Service Providers (Not a Complete List)	
Medical	▪ ETF State Plan (Unique to USI) ▪ Aetna ▪ Anthem ▪ Auxiant ▪ Blue Cross Blue Shield ▪ Cigna	▪ Health Net ▪ Kaiser Permanente ▪ UMR ▪ Centivo ▪ UnitedHealthcare ▪ Carrier affiliated and independent pharmacy benefit managers
Dental	▪ Aetna ▪ Ameritas ▪ Anthem ▪ Blue Cross Blue Shield ▪ CarePlus ▪ Cigna ▪ Delta Dental ▪ Dental Health Services ▪ Guardian	▪ Humana ▪ MetLife ▪ Premier Dental ▪ Principal ▪ Sun Life ▪ The Standard ▪ United Concordia ▪ UnitedHealthcare
Vision	▪ Ameritas ▪ Anthem ▪ Cigna ▪ EyeMed ▪ Delta Dental ▪ Guardian	▪ MES Vision ▪ The Standard ▪ UnitedHealthcare ▪ VSP
Life/Disability	▪ Aetna ▪ Anthem Blue Cross ▪ Blue Shield ▪ Cigna ▪ Guardian ▪ Hartford ▪ Lincoln Financial ▪ Mutual of Omaha	▪ MetLife ▪ Principal ▪ Prudential ▪ Reliance Standard ▪ Sun Life ▪ The Standard ▪ UnitedHealthcare ▪ Unum

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Coverage	Carrier(s), Service Providers (Not a Complete List)	
Stop-Loss	▪ Berkshire Hathaway ▪ HM Insurance Group ▪ Sun Life ▪ Most Captive Insurance Providers	▪ Swiss Re ▪ Symetra ▪ Voya ▪ HCC
Expatriate Medical Insurance	▪ GeoBlue ▪ UHS Global Solutions ▪ Metlife	▪ Aetna International ▪ Cigna Global
Other Lines of Coverage	▪ MDLive telemedicine ▪ Legal Shield ▪ Liberty Mutual ▪ LifeCare ▪ Purchasing Power ▪ TransAmerica ▪ Trustmark	▪ PayFlex ▪ Hyatt Legal ▪ Aflac ▪ AllState ▪ Arag ▪ Boston Mutual ▪ Genworth ▪ VPI Pet Insurance

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SECTION 4 – COST PROPOSAL

15. Describe how you expect to be compensated for the services outlined in this proposal.

We would expect to be compensated through a flat annual fee arrangement of $35,000 to avoid any conflict of interest tied to the enrollment count. For the first year the fee would be prorated to align with the number of months we are acting as broker for the Village. All services noted in this proposal would be provided at no additional cost.

16. Cost of additional related services not included in the Scope of Services that you anticipate might be useful to the Village of Germantown.

Our pricing is all-inclusive, meaning we have priced in all services that we anticipate the Village utilizing. We do not expect any additional costs to the Village.

17. The Village would like to enter into a multi-year contract. Please indicate any impact this would have on fee or compensation structures.

We would offer the Village either a 3 year or 5 year consulting contract and we would hold our fee for 2024 and 2025. We would add a 3% escalator to our fee for 2026 through the remainder of the 3 or 5 year contract.

Pricing Information

Proposed Services	Proposal Price
Total	$35,000

Do you certify that you are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs?

_x__Yes ___No

The undersigned hereby accepts the terms and conditions as set forth herein. This must be signed and dated by the proposer or a representative legally authorized to bind the proposer.

FULL LEGAL NAME OF PROPOSER USI Insurance Services, LLC
TYPE OF BUSINESS □ Corporation □ Partnership (general) □ Partnership (limited)
□ Sole Proprietorship x Limited Liability Company
ADDRESS 711 Eisenhower Dr
VILLAGE STATE ZIP Kimberly, WI 54136

EMAIL ADDRESS Jacob.syndergaard@usi.com

UNIQUE ENTITY ID (www.sam.gov)__KPDBDDM4L7K4_____

PHONE 920.883.6040

PRINTED NAME Jacob Syndergaard TITLE Benefits Consultant

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SIGNED _____ DATE_____

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CUSTOMER REFERENCES

This section contains confidential information.

1. Company Name:

City of Appleton

- **Business Address**

100 North Appleton St.
Appleton, WI 54911

- **Contact**

Jay Ratchman, Human Resource Director

- **Description of Project**

USI manages the City's self-funded medical plan, cost trend has averaged less than 3% over the last 7 years, in 2024 our team rolled out a care steerage program, in tandem with the City's TPA UMR to drive down claims cast by roughly 10% with improved benefits to plan members.

2. Company Name:

AB Data, LTD

- **Business Address**

600 AB Data Dr
Glendale, WI 53217

- **Name of Contact**

Valley Elliehausen, Human Resource Director

- **Description of Project**

USI was hired 11/1/23 to implement and manage AB Data's self-funded medical plan with UMR. Our team conducted a Stop Loss review and decreased total liability to the group by over $350,000 annually. Using USI's Optum Rx contract the client will also enjoy roughly $184,000 in annual pharmacy savings. USI is currently assisting the group in vetting near site clinic providers contracts.

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DISCLOSURES

Recipient agrees not to copy, reproduce, or distribute this document, in whole or in part, without the prior written consent of USI. Estimates are illustrative given data limitation, may not be cumulative, and are subject to change based on carrier underwriting.

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Compensation disclosure

Information Concerning Our Fees

As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms, or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. You have agreed to pay compensation to USI, for the placement of insurance, pursuant to a written agreement. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

APPENDICES

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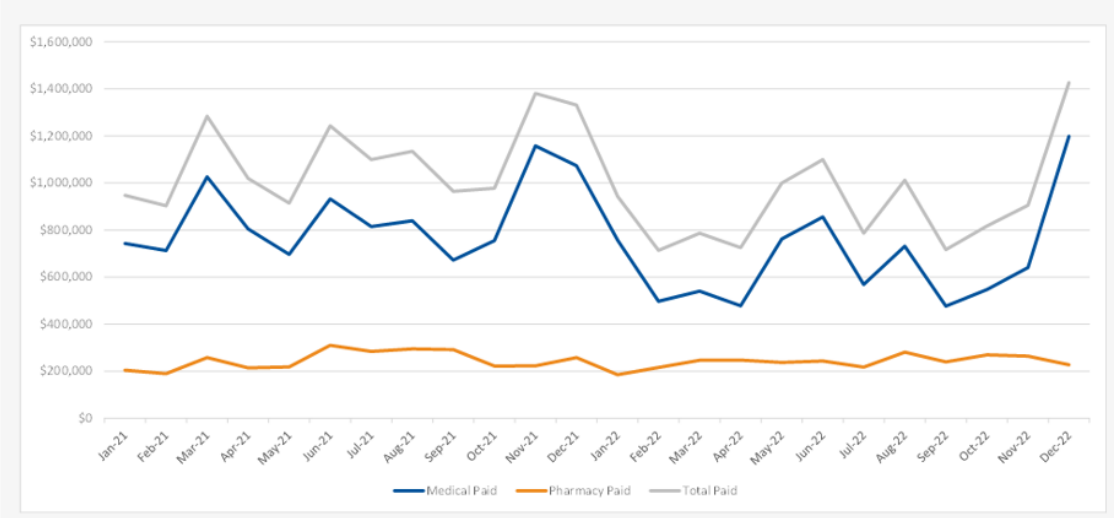
APPENDIX I – SAMPLE 3D ANALYTICS REPORT

***Report is Confidential & Proprietary.*

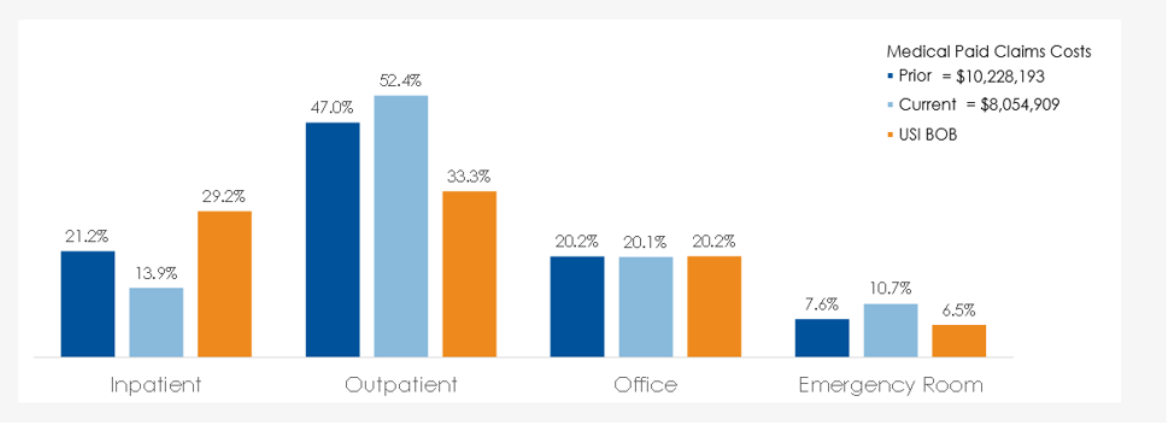
3D Monthly Reporting

Claims Paid by Month



3D Monthly Reporting

Paid Medical Claims by Place of Service



3D Monthly Reporting

High Cost Claimant Review

Additional Detail

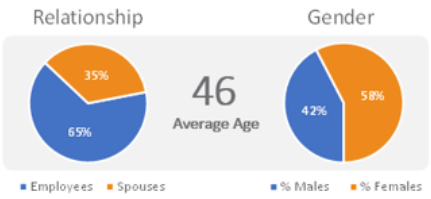
High cost for this exhibit is defined as members with greater than $50,000 in claims costs

Primary Diagnosis	Secondary Diagnosis	Age	Rel.	Current Status	Medical Paid	Rx Paid	Total	Predicted Allowed*
Multiple Myeloma	Cancer Therapies	49	S	Active	$623,307	$964	$624,270	$198,587
Multiple Myeloma	Cancer Therapies	69	S	Active	$48,933	$268,568	$317,501	$464,607
Heart Valve Disorders	CAD	67	E	Active	$244,568	$7,377	$251,945	$58,308
Colorectal Cancer	Complicated Misc Symptoms	67	E	Active	$207,538	$88	$207,626	$173,810
Metabolic Disorders	Myocardial Diseases	54	E	Active	$166,418	$18,386	$184,804	$109,716
Neoplasms of Uncertain Behavior	Abdominal Pain	58	E	Active	$701	$156,967	$157,668	$199,478
Developmental Delays and Dyslexia	Lower GI Disorders	6	D	Active	$140,407	$500	$140,907	$78,485
Neoplasms of Uncertain Behavior	Diseases of Hematopoietic Organs	56	S	Active	$104,481	$29,114	$133,595	$186,050
Atrial Fibrillation	Shortness of Breath	56	E	Active	$99,582	$11,583	$111,164	$71,586
Breast Cancer	Cancer Therapies	56	E	Active	$109,340	$0	$109,340	$99,553
Subtotal					$1,745,274	$493,547	$2,238,821	$1,640,181
All Other High Cost Claimants Over $50,000					$1,811,561	$799,008	$2,610,569	$1,877,344
Grand Total High Cost Claimants					$3,556,835	$1,292,555	$4,849,390	$3,517,525
Total Medical + Rx Claims for All Members					$8,054,909	$2,876,886	$10,931,795	
High Cost Claimants as % of Total					44%	45%	44%	

- High cost members represent 44.0% of your total claims cost; 54.2% of your high cost claimants were spouses or dependents.
- Some of the claims may have been mitigated by stop loss reimbursements.

Core Health Action Plan Reporting

Demographics

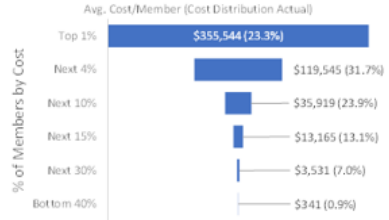


Of the 1,107 covered adults on the plan during the past 12 months, 84.0% (930) are current on plan as of the most recent month.

PMPM Claims Trend Among Adults

Healthcare expenses have increased 9.6% over the past 3 years.

Expense Distribution (Full Cycle)



The Top 1% of members account for 23.3% of claims*; the bottom 40% of members account for only 0.9% of claims.

Uncontrolled and unmanaged conditions can exist in the undiagnosed.

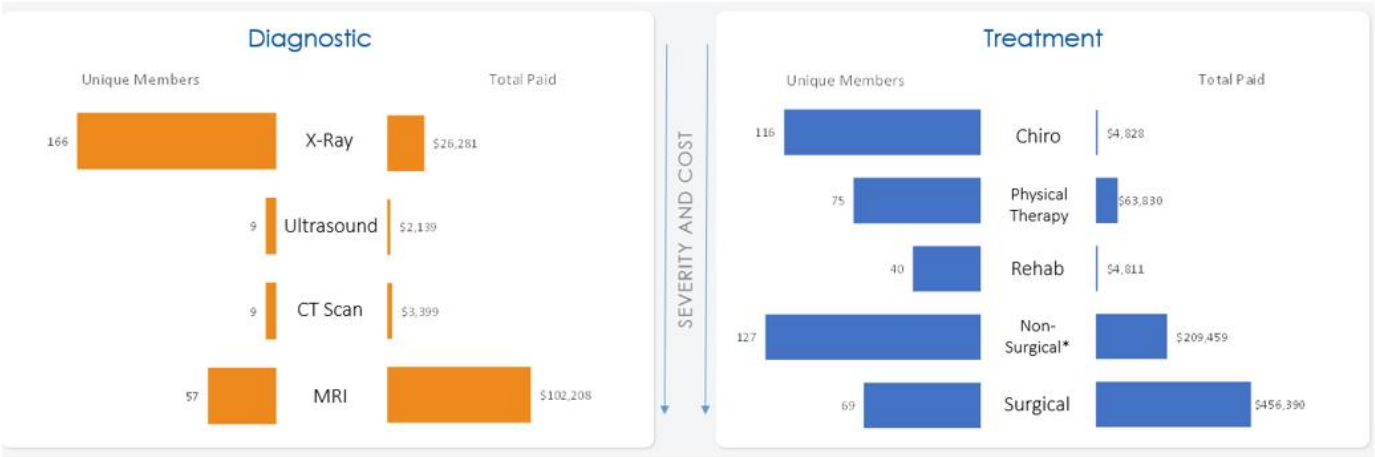
Top Diseases Among Adults

Back pain, hypertension and hyperlipidemia are the top 3 diseases by prevalence, and one exceeds the norm.

Core Health Action Plan Reporting

Musculoskeletal Diagnostic and Treatment

Reviewing MSK procedures by severity and invasiveness helps understand disease progression and strategy



- MSK imaging for your group represents 48% of members with imaging and 21% of all imaging paid dollars.
- Non-hospital and free-standing facilities provide comparable testing at a significantly reduced cost.

- Average paid per adult Chiro visit is $42; PT $851; Rehab $120; Non-Surgical $1,649; Surgical $6,614
- USI BOB average paid per adult Chiro visit is $119; PT $534; Rehab $294; Non-Surgical $867; Surgical $6,920

***Service Agreement is Confidential & Proprietary.*

DRAFT CLIENT SERVICE AGREEMENT

Introduction

This Client Service Agreement ("Agreement") is made and entered into on April 01, 2022 ("Effective Date") by and between USI Insurance Services LLC ("USI") and Client Name ("Client").

WHEREAS, USI is duly licensed to engage in the insurance business for the purposes set forth herein and;

WHEREAS, Client desires to engage the services of USI upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE AND OTHER BENEFITS

This Agreement is entered into with respect to the lines of insurance coverage and other mutually agreed-upon programs for which Client agrees to retain USI as its Broker of Record.

2. SERVICES

USI agrees to provide to Client the services outlined in Exhibit A.

The above-referenced services shall be rendered by USI to Client pursuant to the terms of this Agreement. Any additional services requested by Client shall be negotiated by the parties under separate written agreement.

The services to be provided by USI are provided for the exclusive benefit of Client. The services, recommendations, proposals, and information provided by USI are not to be distributed to, used by, or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/product in effect prior to the Effective Date, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/product. USI will neither assume nor accept liability for any deficiencies, errors, or oversights inherent in such policy/product until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

3. COMPENSATION

Fee offset by commission

USI will be compensated for the services through payment of a fee by Client to USI as outlined in Exhibit B. With respect to insurance placed by USI on Client's behalf, USI will disclose to Client any commissions received by USI and offset the commissions received against the fee to the extent allowed by applicable law.

Contingent, supplemental, or bonus commissions

It is possible that some of the insurance companies from which USI obtains coverage may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions, if any, would be in addition to any other compensation USI may receive. Generally, USI will annually receive from the various insurers with which it places employee benefits related risks less than 1% of its total annual premium placements as contingent compensation.

In the event there is a significant change in Client operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate USI's compensation, as appropriate.

4. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with section 4.2 below. In the event of termination, USI will assist Client in arranging a smooth transition process. However, USI's obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing. USI shall be entitled to receive the fair market value of services rendered hereunder prior to the date of termination.

4.2. Termination. Either party shall have the right to terminate this Agreement upon 60 days' prior written notice to the other.

5. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in Exhibit A above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to USI.

6. ADDITIONAL SERVICES

Additional services are available for additional compensation and subject to the negotiation of separate agreements or by addendum to this Agreement. Such services may include, but are not limited to:

- Human resources advisory services
- Claims and eligibility audits
- Actuarial services
- Employee communications beyond what described in Exhibit A
- Interactive online client services

- Non-benefits insurance brokerage, risk management, and risk financing advice
- Retirement benefits

7. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by USI hereunder, contracts between Client and its carriers and administrators to the extent such contracts are in USI's possession and control, and communications between USI and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by USI with regard to its performance under this Agreement.

8. NO FIDUCIARY STATUS

USI is not named a fiduciary with respect to any plan for which it may provide services. It is not intended by the Client or USI that any services performed by USI under this agreement shall include any fiduciary duties or make USI a fiduciary of any plan maintained by the Client.

9. DATA SECURITY

To the extent required by applicable law, USI will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information it receives, and which are designed to help protect such information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

10. DATA PRIVACY

In order to provide the services identified herein, it may be necessary for USI to receive from Client, or from a party on Client's behalf, information of a personal nature that may be protected by various federal and state privacy or other laws. USI advises Client to consult with its legal counsel as to how these laws impact Client and Client's employees, Client's plan, our contemplated engagement, and disclosure of information to USI. Client represents that it has the authority and all rights, authorizations, approvals and consents required to disclose its employees' and their beneficiaries' information to USI for USI's use in performing its services for Client and Client's employees. Client further represents that USI's use of this information to perform services for Client and Client's employees does not and will not violate any privacy notice or other policy issued by Client or any benefit program Client maintains, or any applicable law.

Moreover, because USI is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, USI recommends that Client secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this Agreement.

11. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Notwithstanding the foregoing, any Billing and Collection Agreement (see Exhibit B) to which USI and Client are parties, together with any amendment thereto or replacement thereof, shall remain in effect and shall not be superseded.

Notwithstanding the foregoing, any Business Associate Agreement to which USI and Client are parties, together with any amendment thereto or replacement thereof, shall remain in effect and shall not be superseded.

12. FORCE MAJURE

Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server.

13. SELECTION OF ISSUING INSURANCE COMPANY

USI has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement. USI does not guarantee the solvency of any insurer with which it places Client's risks.

14. VALUE ADDED SERVICES

To the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

15. CONFIDENTIAL INFORMATION

"Confidential Information" shall mean non-public information revealed by or through a party to this Agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes,

whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.

As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.

Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of written permission received from the Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.

The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the Receiving Party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.

In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

16. INTELLECTUAL PROPERTY

USI and Client shall each retain individual ownership of all materials, ideas, concepts, inventions, discoveries, plans, product names, proprietary information, patents, copyrights, documents, data,

programs, training materials, slogans, artwork, research data and results and marketing designs that each provides to this consulting effort (the "Existing Materials"). All Existing Materials shall be subject to the terms and conditions of the confidentiality provisions contained herein. Any and all ideas, concepts, inventions, discoveries, plans, product names, proprietary information, patents, copyrights, documents, data, programs, training materials, slogans, artwork, research data and results and marketing designs (the "Work Product") conceived or developed between USI and Client hereunder, to the extent that such Work Product is distinct from the individually-owned Existing Materials, shall become the sole and exclusive property of Client. Client agrees to hereby grant USI an unlimited non-exclusive license to use the Work Product, which license shall include use among USI's affiliates.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of State of New York, without regard to its conflict of laws principles.

18. NOTICES

Any notices required to be given under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, or by confirmed facsimile, to the following addresses which may be changed, from time to time, by written notice as provided herein, setting forth the new address.

Client:

USI: 711 Eisenhower Drive, Kimberly, WI 54136

19. OTHER GENERAL LEGAL PROVISIONS

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

The parties agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

IN WITNESS WHEREOF, the Client and USI have executed this agreement as of the date(s) first written below.

USI Insurance Services LLC	Client Name
Signature	Signature

Print Name	Print Name
Title	Title
Date	Date

EXHIBIT A
SERVICES

Section 1.0 Analytical Services:

1.1 Design of health care plans, cost-containment and other plan design recommendations

1.1.1	Review benefit designs and compare to Client's strategic objectives. Recommend modifications where appropriate.	Annually
1.1.2	Evaluate the impact of plan modifications on employees and the potential savings to Client.	Annually
1.1.3	Evaluate alternate carriers and product offerings.	Annually
1.1.4	Provide benefit benchmarking, as appropriate.	Annually

1.2 Preparation of bid specifications (RFP) (as needed)

1.2.1	Consult with Client to establish objectives for market review and identify potential carriers or vendors.	Annually
1.2.2	Assemble benefit, rate and claim data for inclusion in RFP.	Annually
1.2.3	Deliver RFP to selected vendors and provide any requested additional information.	Annually

1.3 Analysis of proposals and presentation of findings

1.3.1	Compare costs, funding, benefits, contracts, negotiated provider discounts, employee network disruption issues, financial strength and anticipated service level for each carrier or vendor, as appropriate.	Annually
1.3.2	Present USI's recommended carriers or vendors. Recommendation supported by detailed analysis.	Annually
1.3.3	Organize finalist meetings with Client, if appropriate.	Annually

1.4 Renewal analysis and negotiation

1.4.1	Evaluate carrier underwriting practices.	Annually
1.4.2	Negotiate with carriers based on internal underwriting analysis and	Annually

market trends.

1.5 Reporting/Servicing Meetings

1.5.1	Claims and utilization reporting or summary.	
1.5.2	Review of annual accounting (as appropriate).	Annually
1.5.3	Benefit Resource Center Reports	Quarterly

Section 2.0 Account Management Services:

2.1 Contract Review

2.1.1	Perform contract and Benefit Booklet review for each brokered plan	Annually

2.2 Employee Meetings

2.2.1	Employee meetings and/or benefit fairs will be limited to a maximum of (1) one per fifty (50) employees	Annually
2.2.2	Benefit fairs may be selected in lieu of employee meetings and will be limited to (1) per 100 benefit eligible employees.	Annually

2.3 Employer/Employee Communications

2.3.1	Consolidated Benefit Summary	Annually
2.3.2	USI Insider and Health & Wellness articles	Monthly
2.3.3	Service Calendar	Annually
2.3.4	Technical Bulletins	As appropriate

2.4 Tax Reporting

2.4.1	Provide signature ready 5500 filings, along with other plan compliance materials as required by the Employee Benefits Security Administration.	Annually

EXHIBIT
B
FEE & COMMISSION SCHEDULE

In consideration of the performance of the Services as described in Exhibit A, USI shall be compensated as outlined below:

Annual USI Fees:	$xx
Estimated Annual Commissions:[1]	Any applicable commissions will offset the annual fees.
Total Annual Compensation:	$xx

1. Fees will be billed by USI on a monthly basis and are due by the beginning of the month for which services are provided. An additional service fee of $50 per month will be charged to accounts more than thirty (30) days past due.

2. Commissions are remitted by the carrier directly to USI upon payment of premium by the Client. With respect to insurance placed by USI on Client's behalf, USI will disclose to Client any commissions received by USI and offset the commissions received against the fee, to the extent allowed by applicable law.

3. Compensation will be in effect for the Term unless modified in accordance with Section 11 of the Agreement.

4. For specific services that are requested by the Client, but not outlined in the description of services to be provided by USI, the Client will be billed for work performed. The cost for these services will be billed on a per hour basis or per project basis and included in the next available monthly invoice. No services will be performed without prior written approval from the Client.

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CLIENT SERVICE AGREEMENT

Introduction

This Client Service Agreement ("Agreement") is made and entered into on July 01, 2024 ("Effective Date") by and between USI Insurance Services LLC ("USI") and Village of Germantown ("Client").

WHEREAS, USI is duly licensed to engage in the insurance business for the purposes set forth herein and;

WHEREAS, Client desires to engage the services of USI upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE AND OTHER BENEFITS

This Agreement is entered into with respect to the lines of insurance coverage and other mutually agreed-upon programs for which Client agrees to retain USI as its Broker of Record.

2. SERVICES

USI agrees to provide to Client the services outlined in Exhibit A.

The above-referenced services shall be rendered by USI to Client pursuant to the terms of this Agreement. Any additional services requested by Client shall be negotiated by the parties under separate written agreement.

The services to be provided by USI are provided for the exclusive benefit of Client. The services, recommendations, proposals, and information provided by USI are not to be distributed to, used by, or relied upon by other parties. Furthermore, if the services to be provided by USI hereunder shall be deemed by Client to apply to any insurance policy/product in effect prior to the Effective Date, then USI's services shall not be assumed by Client to remedy or resolve any deficiencies in such policy/product. USI will neither assume nor accept liability for any deficiencies, errors, or oversights inherent in such policy/product until such time as USI has had adequate opportunity to review such policy/policies and to provide recommendations to Client concerning same.

3. COMPENSATION

Fee Only Agreement

USI will be compensated for the services through payment of a fee by as outlined in Exhibit B of this agreement.

Contingent, supplemental, or bonus commissions

It is possible that some of the insurance companies from which USI obtains coverage may pay it additional incentive commissions, sometimes referred to as contingent, supplemental, or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions, if any, would be in addition to any other compensation USI may receive. Generally, USI will annually receive from the various insurers with which it places employee benefits related risks less than 1% of its total annual premium placements as contingent compensation.

In the event there is a significant change in Client operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate USI's compensation, as appropriate.

4. BUSINESS ASSOCIATE AGREEMENT

USI has been retained by the Client's group health plan ("Covered Entity") to perform certain services on behalf of the Covered Entity in its capacity as a consultant with respect to activities of the Covered Entity as a "group health plan" as defined in 45 C.F.R. § 160.103. In connection with the provision of such services by USI, USI will use and disclose certain Protected Health Information (as defined below) concerning the Covered Entity and its activities.

USI and the Covered Entity desire to enter into a business associate agreement for the purpose of addressing the Privacy Rule, the Security Rule, and the Electronic Transaction Rule, (as those terms are defined below), and for addressing the privacy and security provisions set forth in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") contained in Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009. In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USI and the Covered Entity agree as follows:

4.1. BUSINESS ASSOCIATE DEFINITIONS

4.1.1 "Agreement" shall mean this document, including all properly executed amendments.

4.1.2 "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

4.1.3 "Electronic Health Record" shall have the same meaning as the term "electronic protected health information" in § 13400(5) of the American Recovery and Reinvestment Act of 2009.

4.1.4 "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

4.1.5 "Electronic Transaction Rule" shall mean the final regulations issued by the U.S. Department of Health and Human Services concerning standard transactions and code sets under 45 C.F.R. Parts 160 and 162.

4.1.6 "Individual" shall mean the person who is the subject of the Protected Health Information or a person who qualifies as the personal representative of the individual in accordance with 45 C.F.R. § 164.502(g).

4.1.7 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

4.1.8 "Protected Health Information" shall mean any information, including genetic information, that: (i) relates to the past, present, or future physical or mental health or condition of an Individual; (ii) the provision of health care to an Individual; (c) or the past, present, or future payment for the provision of health care to an Individual; and that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

4.1.9 "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

4.1.10 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom authority has been delegated.

4.1.11 "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

4.1.12 "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subparts A and C.

4.1.13 "Transaction" shall have the same meaning as the term "transaction" in 45 C.F.R. § 160.103.

4.1.14 "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

4.2. SAFEGUARDING PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

4.2.1 Permitted Uses and Disclosures. USI hereby agrees that it shall be prohibited from using or disclosing Protected Health Information for any purpose other than as expressly permitted or required by this Agreement.

4.2.1(a) Functions and Activities on Covered Entity's Behalf. Except as otherwise set forth in this Agreement, the parties hereby agree that USI shall be permitted to use and/or disclose Protected Health Information of the Covered Entity only for the purpose of conducting the transactions contemplated under this Agreement and only for purposes within the scope of USI's representation of the Covered Entity.

4.2.1(b) Business Operations. USI is permitted to use and/or disclose Protected Health Information, if necessary, for the proper management and administration of USI's representation of the Covered Entity, or to carry out any legal responsibilities of USI provided that, with respect to any disclosure of Protected Health Information, either:

4.2.1(b)(1) the disclosure is Required by Law; or

4.2.1(b)(2) USI obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that: (i) the Protected Health Information will be held in confidence and used or further disclosed only for the purposes for which USI disclosed the Protected Health Information to the person or as Required by Law; (ii) the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information; and (iii) the person immediately notifies USI of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

4.2.1(c) Data Aggregation Services. USI is permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to health care operations of the Covered Entity.

4.2.1(d) Minimum Necessary. USI will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that USI will not be obligated to comply with this minimum-necessary limitation if neither USI nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. USI and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and HHS guidance.

4.2.2 Information Safeguards.

4.2.2(a) Privacy of Covered Entity's Protected Health Information. USI will develop, implement, maintain, and use appropriate administrative, technical, and physical

safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.

4.2.2(b) Security of Covered Entity's Electronic Protected Health Information. USI will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that USI creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule.

4.2.3 Subcontractors and Agents. USI will require any of its subcontractors and agents to which USI is permitted by this Agreement, or in writing by Covered Entity, to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide satisfactory assurances through a written agreement that meets the applicable requirements of 45 C.F.R. § 164.504(e) that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to USI under this Agreement.

4.2.4 Prohibition on Sale of Records. USI shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity or USI obtains from the Individual, in accordance with 45 C.F.R. § 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual, except as otherwise allowed under the HITECH Act.

4.2.5 Penalties for Noncompliance. USI acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Privacy Rule and Security Rule, as amended by the HITECH Act.

4.3. COMPLIANCE WITH ELECTRONIC TRANSACTION RULE

If USI conducts, in whole or part, electronic Transactions on behalf of Covered Entity for which HHS has established standards, USI will comply and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transaction Rule. USI shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

4.4. INDIVIDUAL RIGHTS

4.4.1 Access. USI will make available to Covered Entity or, at Covered Entity's direction, to an Individual (or the Individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the Individual that is in USI's custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524. If the Protected Health Information is held in an Electronic Health Record, then the Individual shall have a right to obtain from USI a copy of such information in an electronic format. USI shall provide such a copy to Covered Entity or, alternatively, to the Individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the Individual or Covered Entity.

4.4.2 Amendment. USI will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 C.F.R. § 164.526.

4.4.3 Disclosure Accounting. To allow Covered Entity to meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

4.4.3(a) Disclosures Subject to Accounting. USI will record the information specified below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that USI makes to Covered Entity or to a third party.

4.4.3(b) Disclosures Not Subject to Accounting. USI will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.

4.4.3(c) Disclosure Information. With respect to any disclosure by USI of Covered Entity's Protected Health Information that is not excepted from disclosure accounting, USI will record the following Disclosure Information as applicable to the type of accountable disclosure made:

4.4.3(c)(1) Disclosure Information Generally. Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that USI must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which USI made the disclosure, (iii) a brief description of Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

4.4.3(c)(2) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of Covered Entity's Protected Health Information that USI

makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that USI must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

4.4.3(d) Availability of Disclosure Information. USI will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). USI will make the Disclosure Information available to Covered Entity within 60 calendar days following Covered Entity's request for such Disclosure Information to comply with an Individual's request for disclosure accounting. With respect to disclosures related to an Electronic Health Record, USI shall provide the accounting directly to an Individual making such a disclosure request, if a direct response is requested by the Individual.

4.4.4 Restriction Agreements and Confidential Communications. USI will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(a) or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that Covered Entity notifies USI in writing of the restriction or confidential communication obligations that USI must follow. Covered Entity will promptly notify USI in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct USI whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. USI will comply with any restriction request if: (i) except as otherwise Required by Law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

4.5. BREACHES

4.5.1 Privacy or Security Breach. USI will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. USI will treat the Breach as being discovered in accordance with 45 CFR §164.410. USI will make the report to the Covered Entity not more than 15 calendar days after USI learns of such

non-permitted use or disclosure. If a delay is requested by a law enforcement official in accordance with 45 CFR §164.412, USI may delay notifying Covered Entity for the applicable time period. USI's report will at least:

4.5.1(a) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;

4.5.1(b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;

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

4.5.1(d) Identify what corrective or investigational action USI took or will take to prevent further non-permitted uses or disclosures to mitigate harmful effects and to protect against any further Breaches;

4.5.1(e) Identify what steps the Individuals who were subject to a Breach should take to protect themselves;

4.5.1(f) Provide such other information, including a written report, as Covered Entity may reasonably request.

4.5.2 Security Incidents. USI will report to Covered Entity any attempted or successful (i) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (ii) interference with USI's system operations in USI's information systems, of which USI becomes aware. USI will make this report once per month, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, USI will make the report in accordance with the provisions set forth in Section 4.5.1.

4.6. BUSINESS ASSOCIATE AGREEMENT TERM AND TERMINATION

4.6.1 Term. Notwithstanding Section5.1, this section shall be effective on the Effective Date and shall terminate when all Protected Health Information provided by Covered Entity to USI, or created or received by USI on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section. USI shall be entitled to receive the fair market value of services rendered hereunder prior to the date of termination.

4.6.2 Right to Terminate for Cause. Covered Entity may terminate this Agreement if it determines, in its sole discretion, that USI has breached any provision of this section, and upon written notice to USI of the Breach, USI fails to cure the Breach within 60 calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.

4.6.3 Return or Destruction of Covered Entity's Protected Health Information. Upon termination of this Agreement for any reason, USI, with respect to Protected Health Information received from the Covered Entity, or created, maintained, or received by USI on behalf of Covered Entity, shall:

4.6.3.1. retain only that Protected Health Information which is necessary for USI to continue its proper management and administration or to carry out its legal responsibilities;

4.6.3.2. return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that USI still maintains in any form;

4.6.3.3. continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this section, for as long as USI retains the Protected Health Information;

4.6.3.4. not use or disclose the Protected Health Information retained by USI other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 4.2.1(b) which applied prior to termination; and

4.6.3.5. return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by USI when it is no longer needed by USI for its proper management and administration or to carry out its legal responsibilities.

Upon Covered Entity's direction, USI will transmit the Protected Health Information to another business associate of the Covered Entity at termination and/or could add terms regarding USI's obligations to obtain or ensure the destruction of Protected Health Information created, received, or maintained by subcontractors.

4.6.4 Continuing Privacy and Security Obligation. If return or destruction of the Protected Health Information is not feasible, USI agrees to extend the protections of this Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure so as to be consistent with the intent of this Agreement.

4.7. GENERAL PROVISIONS

4.7.1 Access to Books and Records. USI hereby agrees to make its internal practices, books, and records relating to the use, disclosure, and safeguards for Protected Health Information received from, or created or received by USI on behalf of the Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with the Privacy Rule and/or the Security Rule.

4.7.2 Mitigation Procedures. USI agrees to have procedures in place for mitigating, to the extent practicable, any deleterious effect from the use or disclosure of Protected Health Information received from, or created or received by, USI on behalf of the Covered Entity, in a manner contrary to this Agreement or the Privacy Rule.

4.7.3 Amendment to Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects USI or Covered Entity's obligations under this Agreement, this Agreement will be automatically amended such that the obligations imposed on USI or Covered Entity remain in compliance with the final regulation or amendment to final regulation.

5. TERM AND TERMINATION

5.1. Term. This Agreement shall commence on the Effective Date and continue until December 31, 2025, unless terminated in accordance with section 5.2 below. The term may be extended by mutual written agreement of the parties. In the event of termination, USI will assist Client in arranging a smooth transition process. However, USI's obligation and the obligation of its affiliates to provide services to Client will cease upon the effective date of termination, unless otherwise agreed in writing.

5.2. Termination. Either party shall have the right to terminate this Agreement upon 60 days' prior written notice to the other.

6. ACCURACY OF INFORMATION

USI's ability to provide Client with the services outlined in Exhibit A above is conditioned upon USI's receipt of accurate and timely information from Client. USI will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to USI.

7. ADDITIONAL SERVICES

Additional services are available for additional compensation and subject to the negotiation of separate agreements or by addendum to this Agreement. Such services may include, but are not limited to:

- Human resources advisory services
- Claims and eligibility audits

- Actuarial services
- Employee communications beyond what described in Exhibit A
- Interactive online client services
- Non-benefits insurance brokerage, risk management, and risk financing advice
- Retirement benefits

8. BOOKS AND RECORDS

Client is entitled to copies of reports prepared by USI hereunder, contracts between Client and its carriers and administrators to the extent such contracts are in USI's possession and control, and communications between USI and Client's insurance carriers and employee benefits providers to the extent such books and records are maintained by USI with regard to its performance under this Agreement.

9. NO FIDUCIARY STATUS

USI is not named a fiduciary with respect to any plan for which it may provide services. It is not intended by the Client or USI that any services performed by USI under this agreement shall include any fiduciary duties or make USI a fiduciary of any plan maintained by the Client.

10. DATA SECURITY

To the extent required by applicable law, USI will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information it receives, and which are designed to help protect such information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

11. DATA PRIVACY

In order to provide the services identified herein, it may be necessary for USI to receive from Client, or from a party on Client's behalf, information of a personal nature that may be protected by various federal and state privacy or other laws. USI advises Client to consult with its legal counsel as to how these laws impact Client and Client's employees, Client's plan, our contemplated engagement, and disclosure of information to USI. Client represents that it has the authority and all rights, authorizations, approvals and consents required to disclose its employees' and their beneficiaries' information to USI for USI's use in performing its services for Client and Client's employees. Client further represents that USI's use of this information to perform services for Client and Client's employees does not and will not violate any privacy notice or other policy issued by Client or any benefit program Client maintains, or any applicable law.

Moreover, because USI is not engaged in the practice of law and the services provided hereunder are not intended as a substitute for legal advice, USI recommends that Client secure the advice of competent legal counsel with respect to any legal matters related to any plan subject to this Agreement.

12. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Notwithstanding the foregoing, any Billing and Collection Agreement (see Exhibit B) to which USI and Client are parties, together with any amendment thereto or replacement thereof, shall remain in effect and shall not be superseded.

13. FORCE MAJEURE

Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server.

14. SELECTION OF ISSUING INSURANCE COMPANY

USI has no ownership interest in and is not under common control with the insurance company that is issuing the lines of insurance coverage described in this Agreement. USI does not guarantee the solvency of any insurer with which it places Client's risks.

15. VALUE ADDED SERVICES

To the extent that state law prohibits value added services that are unrelated to the insurance products being sold, this Agreement may be modified so that the scope of services and the corresponding compensation therefore is compliant under state law.

16. CONFIDENTIAL INFORMATION

"Confidential Information" shall mean non-public information revealed by or through a party to this Agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how

stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.

As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.

Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of written permission received from the Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.

The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Agreement from a party other than Disclosing Party, and the Receiving Party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.

In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order, at its sole cost, or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

Upon termination of this Agreement, or upon Disclosing Party's earlier request, Receiving Party shall promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Agreement.

17. INTELLECTUAL PROPERTY

USI and Client shall each retain individual ownership of all materials, ideas, concepts, inventions, discoveries, plans, product names, proprietary information, patents, copyrights, documents, data, programs, training materials, slogans, artwork, research data and results and marketing designs that each provides to this consulting effort (the "Existing Materials"). All Existing Materials shall be subject to the terms and conditions of the confidentiality provisions contained herein. Any and all ideas, concepts, inventions, discoveries, plans, product names, proprietary information, patents, copyrights, documents, data, programs, training materials, slogans, artwork, research data and results and marketing designs (the "Work Product") conceived or developed between USI and Client hereunder, to the extent that such Work Product is distinct from the individually-owned Existing Materials, shall become the sole and exclusive property of Client. Client agrees to hereby grant USI an unlimited non-exclusive license to use the Work Product, which license shall include use among USI's affiliates.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of State of New York, without regard to its conflict of laws principles.

19. NOTICES

Any notices required to be given under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, or by confirmed facsimile, to the following addresses which may be changed, from time to time, by written notice as provided herein, setting forth the new address.

Client: N112 W17001 Mequon Rd, Germantown, WI 53022

USI: 711 Eisenhower Drive, Kimberly, WI 54136

20. OTHER GENERAL LEGAL PROVISIONS

If any part, term, or provision of this Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Agreement.

The parties agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

IN WITNESS WHEREOF, the Client and USI have executed this agreement as of the date(s) first written below.

USI Insurance Services LLC	Village of Germantown
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

EXHIBIT A
SERVICES

Section 1.0 Analytical Services:

1.1 Design of health care plans, cost-containment and other plan design recommendations

1.1.1	Review benefit designs and compare to Client's strategic objectives. Recommend modifications where appropriate.	Annually
1.1.2	Evaluate the impact of plan modifications on employees and the potential savings to Client.	Annually
1.1.3	Evaluate alternate carriers and product offerings.	Annually
1.1.4	Provide benefit benchmarking, as appropriate.	Annually

1.2 Preparation of bid specifications (RFP) (as needed)

1.2.1	Consult with Client to establish objectives for market review and identify potential carriers or vendors.	Annually
1.2.2	Assemble benefit, rate and claim data for inclusion in RFP.	Annually
1.2.3	Deliver RFP to selected vendors and provide any requested additional information.	Annually

1.3 Analysis of proposals and presentation of findings

1.3.1	Compare costs, funding, benefits, contracts, negotiated provider discounts, employee network disruption issues, financial strength and anticipated service level for each carrier or vendor, as appropriate.	Annually
1.3.2	Present USI's recommended carriers or vendors. Recommendation supported by detailed analysis.	Annually
1.3.3	Organize finalist meetings with Client, if appropriate.	Annually

1.4 Renewal analysis and negotiation

1.4.1	Evaluate carrier underwriting practices.	Annually
1.4.2	Negotiate with carriers based on internal underwriting analysis and market trends.	Annually

1.5 Reporting/Servicing Meetings

1.5.1	Claims and utilization reporting or summary.	Quarterly
1.5.2	Review of annual accounting (as appropriate).	Annually
1.5.3	Benefit Resource Center Reports	Quarterly

Section 2.0 Account Management Services:

2.1 Contract Review

2.1.1	Perform contract and Benefit Booklet review for each brokered plan	Annually

2.2 Employee Meetings

2.2.1	Employee meetings and/or benefit fairs will be limited to a maximum of (1) one per fifty (50) employees	Annually
2.2.2	Benefit fairs may be selected in lieu of employee meetings and will be limited to (1) per 100 benefit eligible employees.	Annually

2.3 Employer/Employee Communications

2.3.1	Consolidated Benefit Summary	Annually
2.3.2	USI Insider and Health & Wellness articles	Monthly
2.3.3	Service Calendar	Annually
2.3.4	Technical Bulletins	As appropriate

2.4 Tax Reporting

2.4.1	Provide signature ready 5500 filings, along with other plan compliance materials as required by the Employee Benefits Security Administration.	Annually

EXHIBIT B
FEE SCHEDULE

In consideration of the performance of the Services as described in Exhibit A, USI shall be compensated as outlined below:

Annual USI Fees:	
07/01/2024-12/31/2024	$17,500.00
01/01/2025-12/31/2025	$35,000.00

1. Fees will be billed by USI on a monthly basis and are due by the beginning of the month for which services are provided. An additional service fee of $50 per month will be charged to accounts more than thirty (30) days past due.

2. Compensation will be in effect for the Term unless modified in accordance with Section 12 of the Agreement.

3. Parties agree that USI will receive a three percent (3%) increase in fees upon each anniversary date of this agreement, with the understanding that any changes to the fee amount will require Client's signature in an amendment.

Germantown Community Library Board

MEETING DATE: June 3, 2024

PLACEMENT: New Business

AGENDA ITEM(S): 2024 Flexible Facilities Program (FFP) Grant Library Application

SUBMITTED BY: Trisha Smith, Library Director

SUMMARY EXPLANATION:

In late April of 2024, the library was made aware of a grant through the State of Wisconsin Flexible Facilities Program established through the American Rescue Plan of 2021.

This grant focuses on projects that enable work, education and healthcare monitoring in public libraries, community centers and multi-purpose community facilities.

Below is general information regarding the grant application, timeline and funding.

Grant Application

- $107 million is available to Wisconsin local government
- Maximum award to any project is $4.25 million
- 25+ grants will be awarded with the first $20 million going to the top rated libraries
- Scoring includes any additional funds to be approved before the grant is submitted

Timeline

- July 11, 2024: Grant application due
- October 1, 2024: Latest date awards will be granted
- December 30, 2024: Pre-construction contracts due
- July 1, 2025: Construction must begin by this date
- September 30, 2026: Construction must be completed and services open to the public

Funding: $8.5 million total

- FFP Grant (if awarded): $4.25 million
- Village Funding: $4.25 million
    - Washington County Capital: $877,000
    - Library Impact Fees: $72,000
    - General Obligation Debt: $3,301,000

RECOMMENDATION:

Approve resolution to authorize grant application and the commitment of match funding not to exceed $4,250,000 for the Germantown Community Library expansion if a 2024 Flexible Facilities Program (FFP) grant is awarded.

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. 17 -2024

A Resolution in Support of and Committing Match Funds Not to Exceed $4,250,000 for Germantown Community Library's 2024 Flexible Facilities Program (FFP) Grant Application for the Library's Second Floor Expansion

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WHEREAS, federal monies are available under the 2024 Flexible Facilities Pprogram (FFP) Grant, administered by the State of Wisconsin Department of Administration, for the purpose of COVID-19 recovery support to strengthen and improve the infrastructure necessary for community participation in work, education, and healthcare monitoring; and

WHEREAS, the Germantown Community Library's planned second floor expansion qualifies for the FFP Grant; and

WHEREAS, construction must commence by July 1, 2025 and be completed by September 1, 2026; and

WHEREAS, under the FFP Grant, a maximum of $4,250,000 may be awarded for each approved project, and the award of such funds requires a local financial match for the project cost above the award must be provided; and

WHEREAS, the Germantown Community Library Board has approved submission of the grant application and committed use of the Library Capital Funds of $866,000 for the project; and

WHEREAS, the Village Board desires to support the expansion project and the Library's application for the 2024 FFP Grant; and

WHEREAS, based on current estimated project costs of $8,500,000, a local financial match of $4,250,000, if the full award is granted, must be provided for the project by the Village;

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Wisconsin that the Village of Germantown does hereby authorize and support the 2024 FFP application and the commitment of match funds outlined in the 2024 FFP grant application.

BE IT FURTHER RESOLVED that if the Village receives the maximum grant award of $4,250,000, and the match funds needed do not to exceed $4,250,000, the Village does hereby authorize and commit match funds to be used as outlined in the FFP Grant application as follows:

1. Germantown Community Library Capital Funds of $877,000
2. Impact Fees of $72,000
3. The remainder funded with General Obligation Debt

Introduced by: _____

Vote: Ayes: _____ Nays: _____

Date Adopted: June 3, 2024

_____
Dean M. Wolter, Village President

ATTEST:

_____
Donna Ott, Village Clerk

State of Wisconsin sent this bulletin at 04/26/2024 01:46 PM CDT

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
Tony Evers, Governor
Kathy Blumenfeld, Secretary

FOR IMMEDIATE RELEASE
April 26, 2024
Contact: DOACommunications@wisconsin.gov

DOA Announces Flexible Facilities Program Open Application Period

$107 Million Available for Local Digital Connectivity Facility Projects

MADISON, WI — The Wisconsin Department of Administration (DOA) today announced the opening of the application period for the Flexible Facility Program (FFP). Under the American Rescue Plan Act (ARPA), the U.S. Department of Treasury awarded Wisconsin $107 million through the Capital Projects Fund (CPF) to construct or improve buildings and purchase digital connectivity equipment.

Through the FFP, local and Tribal governments can apply for funding to make improvements to public libraries, community centers, and other anchor institutions designed to jointly and directly enable work, education, and health monitoring located in communities with critical need for capital projects.

"Governor Evers has made digital connectivity a priority for our communities, and this program will help expand broadband access and adoption to many more places around the state that may not have the funds to undertake such infrastructure improvements otherwise," said DOA Secretary Kathy Blumenfeld. "We're grateful for the support from Governor Evers and our Federal partners in making this funding available for Wisconsin."

Applicants can submit up to two project applications (one for new facility construction and one for existing facility renovation or expansion). The maximum award for a project is $4.25 million. Applications are due no later than July 11, 2024 at 2pm. Relevant materials, including program timelines, grant announcement, application, and application training webinar details are available on the Flexible Facilities Program webpage.

CPF is designed to address pre-existing barriers to high-quality modern infrastructure and connectivity that were exacerbated by the pandemic. Along with FFP, Gov. Evers has directed funding to other programs that continue to expand access, affordability, and adoption of high-speed internet. The Public Service Commission of Wisconsin (PSC) has awarded $42 million across 28 grants through the Broadband Infrastructure Program. In addition, the PSC's Digital Connectivity and Navigators Program is currently accepting applications to award $33 million in CPF funding.

FFP is being administered by the DOA Division of Housing, Energy and Community Resources. More information on the Capital Projects Fund program can be found at Treasury's program webpage.

State of Wisconsin Flexible Facilities Program (FFP) Grant

Village Board: June 3, 2024

Trisha Smith, Library Director
smithp@germantownlibrarywi.org

What is the Flexible Facilities Program (FFP) Grant?

- Funded through the U.S. Department of Treasury's Capital Projects Fund (CPF) program, which was established through the American Rescue Plan of 2021
- Projects that enable work, education & healthcare monitoring in:
  - Public Libraries
  - Community Centers
  - Multi-purpose Community Facilities

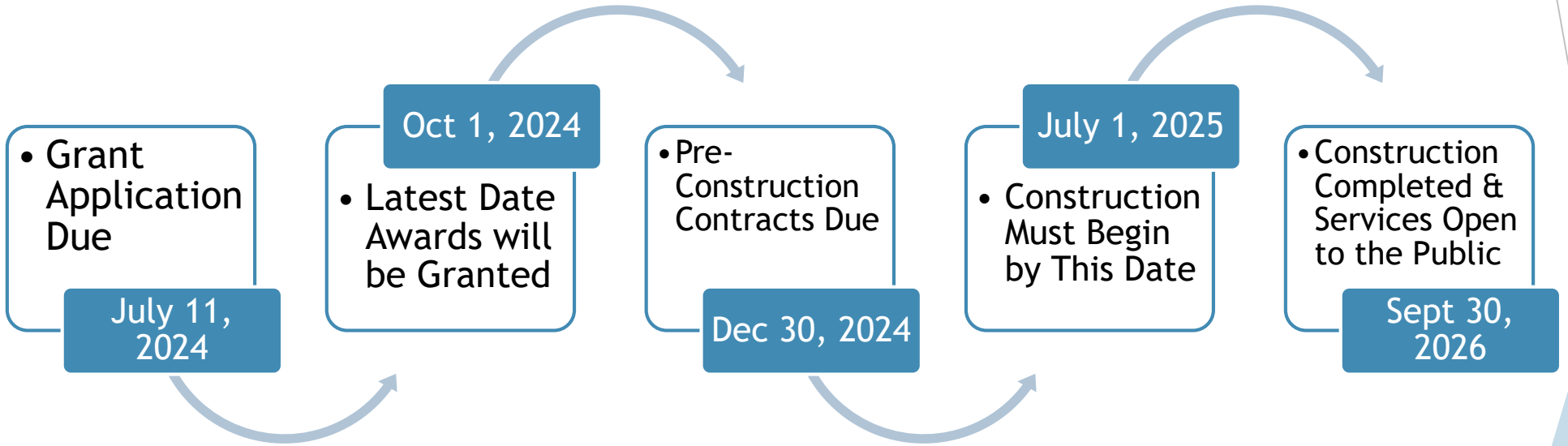
What is the Flexible Facilities Program (FFP) Grant?

- Eligible Applications: Local or Tribal Government
- Minimum Criteria
  - Construction, renovating or expansion of an existing library, community center or multi-purpose community facility
  - Purpose and/or installation of broadband and/or other digital connectivity technology that provides public access to high speed internet
  - Directly enable **work**, **education** & **healthcare monitoring**

What is the Flexible Facilities Program (FFP) Grant?

- $107 million available for Wisconsin projects
  - Top $20 million will go to top rated library projects
  - Remaining amount of funds will go to top rated library, community or multi-purpose projects
  - 25+ grants awarded
- Up to $4.25 million available per project
  - Category A: Construction of new facilities
  - Category B: Renovation or expansion of an existing facility

Timeline



Also Required:

Quarterly reporting required through construction
Annual reporting required for 5 years after completion

Building History

- Current building built in 2002
  - 23,550 square feet
  - Built with the intention to add a second (Mezzanine) level 5-10 years later
- Building is now 22+ years old
- Mezzanine level would add an additional 18,000 square feet

Building Challenges

- No available quiet and confidential spaces for work, study or personal use
- In need of additional spaces for:
  - Study & meeting rooms
  - Programming & interactive activities
  - Materials
  - Technology & computer center
  - Staff workspace & storage

Building Challenges

- Community members' top priority for improving the physical space of the library is the creation of a designated quiet space to read, work, or study (Strategic Plan, 2022)

Physical Space Change - Priorities	Weighted Score
#1 – Create a designated quiet space to read, work, or study.	**4.23**
#2 – Create a Makerspace area.	**3.95**
#3 – Create more interactive activities in the Children's Area.	**3.65**
#4 – Create more collaborative spaces and group study rooms.	**3.26**
#5 – Create a space for teens.	**3.07**
#6 – Provide options for pick up of material.	**3.05**

Related Projects

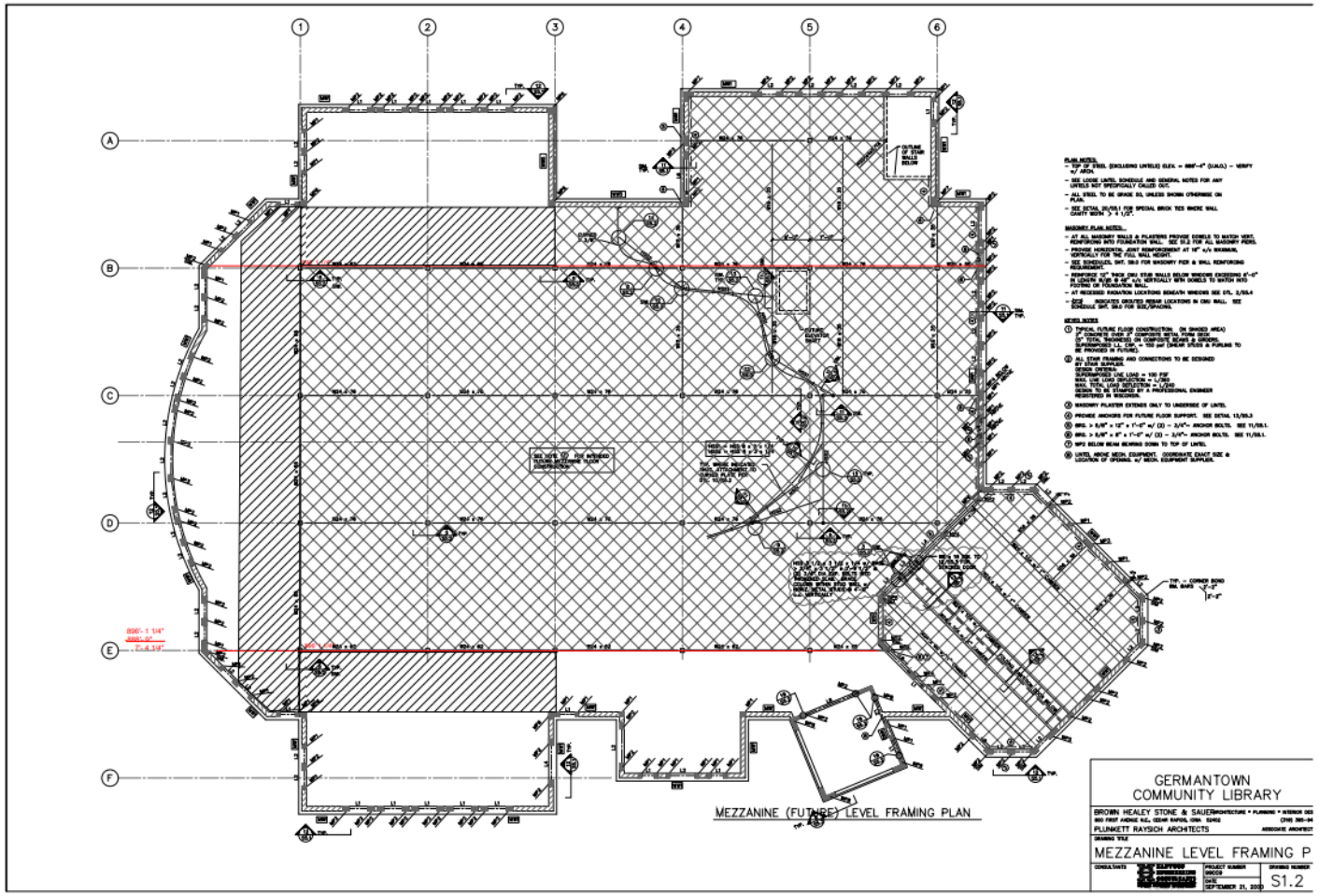
BUILD CONNECTIONS
ENRICH LIVES

Germantown Community Library
STRATEGIC PLAN 2023–2027

- Work completed to-date:
  - 2018: Expanded services & volume caused staff & library board to look into options of expanding the building
  - 2021: Walk-throughs & estimations from 4 architecture firms
  - 2022: Strategic Plan Completed
  - 2023: Conceptual Design Proposals
- May 2024: Updated estimated & feedback from Engberg Anderson Architects & Harwood Engineering

Approved: October 26, 2022 (Germantown Community Library Board)

Expansion Plan



Space:

Current: 23,550 sq ft
Expansion: 18,060 sq ft
Total: 41,610 sq ft

76.7% increase

Expansion Plan

- 1st Floor Improvements
  - Enclosed Dedicated Programming Space
  - Enclosed Teen Area
  - Expanded Children's Area & Play Space
  - Expanded Collections: Youth, Teen, Media, Library of Things & New Items
  - Open Community Room backup to more public uses
- 2nd Floor Expansion
  - Quiet Study Areas
  - Study & Meeting Rooms
  - Conference Room
  - Computer Areas
  - Staff Workspace & Storage
  - Expanded Collections: Adult Fiction, Nonfiction & Large Print

How Will the Expansion Meet Grant Requirements?

Work

- Enhanced partnership with workforce development
- Individual & group meeting rooms
- Quiet & private areas
- Computer area for internet, printing, etc.
- Meet the needs of workers in today's virtual environment

Education

- Space for quiet & group activities
- Individual & group meeting rooms
- Additional access to online courses, test proctoring, and technology assistance
- Additional spaces to offer library and community programs for patrons of all ages

Health Monitoring

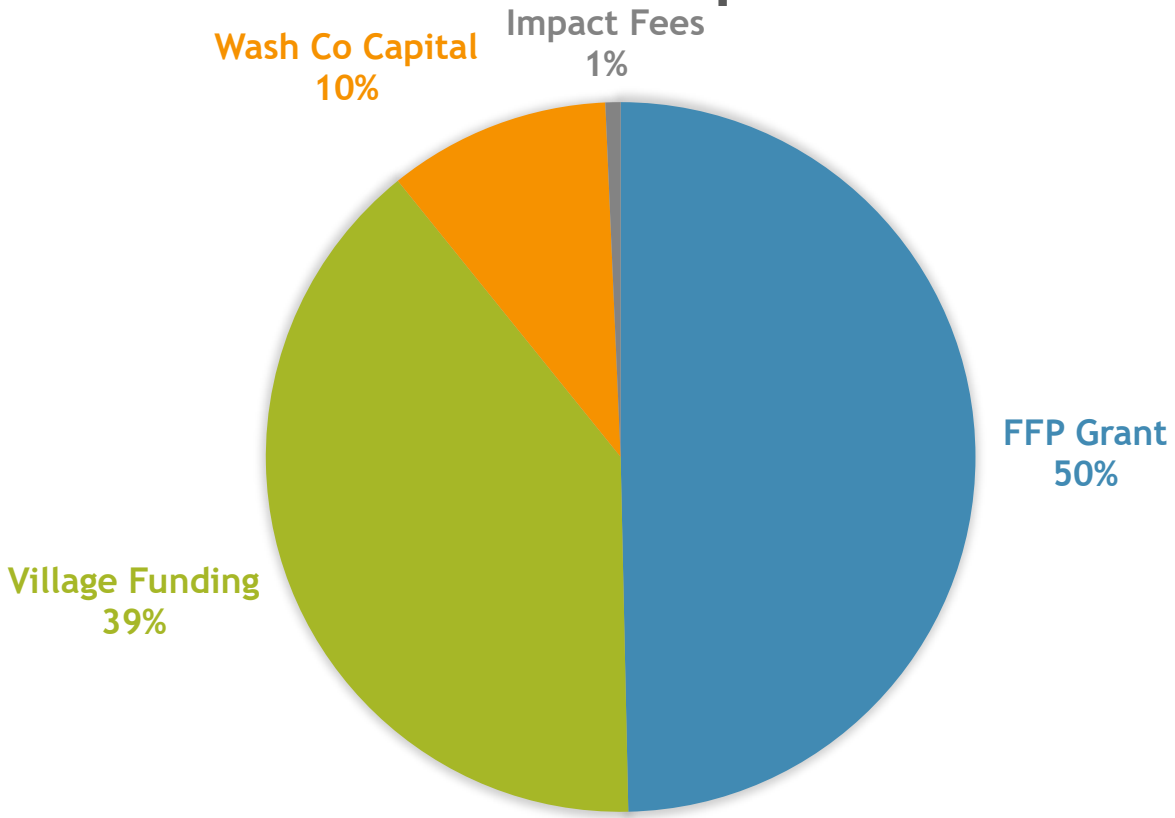
- Individual meeting rooms
- Quiet & private areas
- Availability of internet connection & technology for patrons to conduct virtual health appointments

Grant Challenges

- Quick timeline of application & construction
- Library staff & operations would need to relocate during construction
- Increased cost of operations
  - Increased staffing levels
  - Increased operation budget for materials & programs
  - Increase annual mechanical costs (utilities, elevator, etc.)
- Commitment of additional Village funding if grant is received

Cost Estimates

ESTIMATED COST: $8.5 MILLION



FFP Grant: $4.25 million
Village Funding: $4.25 million
- Wash. Co. Capital: $877,000
- Impact Fees: $72,000
- *General Obligation Debt: $3,301,000

*Potential Contribution to Debt Service
- Future Impact Fee = $10,000+ per year
- Future Wash. Co. Capital = $23,000 per year

Resolution

If the Germantown Community Library is award an FFP grant in the amount of $4,250,000…

The Village does hereby authorize the grant application and the commitment of match funds to be used as outlined in the FFP Grant application, for the match amount of $4,250,000, from the following secured sources:

1. Germantown Community Library Capital Funds of $877,000
2. Impact Fees of $72,000

and the remainder ($3,301,000) would be funded by:

3. General Obligation Debt

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: June 3, 2024

PLACEMENT: Action Item

ITEM TITLE: Development Agreement with Sterling Pharma Solutions. The Village Board may go into closed session as per Wis. Stat. 19.85(1)(e) for the purpose of deliberating or negotiating, when competitive or bargaining reasons require a closed session, and then re-enter open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

RECOMMENDATION:

ACTION BY Committee: