



A PERFECT ENVIRONMENT

Residential Recreational Responsible

Chair
 Ron Troy
Supervisors
 Pete Van Horn
 Edward Kranick
 Christie Dionisopoulos
 Billy Cooley
Clerk/Treasurer
 Dan Green

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
 TUESDAY, AUGUST 13, 2020 - 6:30 P.M.
 DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI**

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Citizen Comments – During the Public Comment period of the agenda, the Town Board welcomes comment on any matter not on the agenda. Please be advised that pursuant to State law, the Board cannot engage in a discussion with you but may ask questions. The Board may decide to place the issue on a future agenda for discussion and possible action. Each person wishing to address the Board will have up to three (3) minutes to speak. Speakers are asked to submit to the Town Clerk, a card providing their name, address, and topic for discussion.

The Board will also take comment from the public on agenda items as called by the Chair, but not during the Public Comment. Public comment on specific agenda items are limited to Town of Delafield Residents only and individuals will have up to three (3) minutes to speak. Please note that once the Board begins its discussion of an agenda item, no further comment will be allowed from the public on that issue.

4. Approval of Minutes:
 - A. July 28, 2020 Town Board Minutes
5. Action on vouchers submitted for payment:
 - A. Report on budget sub-accounts and action to amend 2020 budget
 - B. 1) Accounts payable; 2) Payroll
6. Communications (*for discussion and possible action*)
 - A. Waukesha County Sheriff – July report
 - B. Mixed Use Ordinance General Update (Discussion Only)
 - C. Deer Management Program Update
7. Unfinished Business
 - A. Discussion and possible action to share the cost of Attorney John Macy reviewing the consolidated fire contract with Lake Country Fire and Rescue with the Town of Genesee, and the Village of Oconomowoc Lake. (Tabled 7/14/2020)
8. New Business
 - A. Discussion and possible action on entering an intermunicipal agreement with Lake Country Fire and Rescue.
 - B. Discussion and possible action on Chairman's appointments to the Lake Country Fire Board per Article V. B of the LCFR contract.
 - C. Discussion on possible action on adopting a Resolution changing the Town's health insurance to Wisconsin Department of Employee Trust Funds' Group Health Insurance effective 1/1/2021.

- D. Discussion and possible action on approving a change order for \$7,600 for the 2020 Road Improvement program to provide the curb and gutter and stone along the north side of Lakeside Road for the width of the Cindy Wagner property.
- E. Discussion and possible action concerning repair to the Town skatepark, including possible acceptance of donated funds, and discussion and possible action concerning contracting.
- F. Discussion and possible action on setting a public hearing date for Tuesday, October 6, 2020 at 6:30 PM to be held before the Plan Commission and Town Board to vacate and discontinue a portion of Oakwood Grove.
- G. Discussion and possible action regarding the Town's Legal Service Contract.

9. Announcements and Planning items

- A. Town Board Meeting – Tuesday, August 25, 2020 @ 6:30 pm
- B. Board of Review – Wednesday, August 26, 2020 @ 5:00 pm
- C. Plan Commission Meeting – Tuesday, September 1, 2020 @ 6:30 pm

10. Adjournment



Dan Green
Town of Delafield Clerk/Treasurer

PLEASE NOTE:

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, 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, contact Town Clerk Dan Green (262) 646-2398.

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING
JULY 28, 2020 @ 6:30 PM**

Members Present: Chairman Troy, Supervisor Kranick, Supervisor Van Horn and Supervisor Dionisopoulos. Also present was Administrator/Clerk/Treasurer Dan Green. Supervisor Cooley was excused.

First order of business: Call to Order
Chairman Troy called the meeting to order at 6:30 p.m.

Second order of business: Pledge of Allegiance

Third order of business: Citizen Comments:

Fourth order of business:

- A. Approval of July 14, 2020 Town Board Minutes

Motion made by Supervisor Dionisopoulos to approve the minutes as presented by the clerk. Supervisor Kranick seconded. Motion carried unanimously.

Fifth order of Business: Action on vouchers submitted for payment:

- A. Report on budget sub-accounts and action to amend 2020 budget
- B. 1) Accounts payable; 2) Payroll

Motion by Supervisor Kranick to approve payment of checks #63711-63713 and #63716-63745 in the amount of \$41,482.16 and payroll checks dated July 24, 2020 in the amount of \$29,071.62. Seconded by Supervisor Dionisopoulos. Motion carried unanimously.

Sixth order of Business: Communications (*for discussion and possible action*)

- A. Lake Country Fire and Rescue Update

Chairman Troy explained the contract was reviewed by all parties and is currently being reviewed by Mr. Macy. Once the contract has been finalized it will be sent to the current members of LCFR for approval. Once approved it will be sent to the joining municipalities for their approval.

- B. Village of Summit Public Hearing Notice – Land Use Amendment
- C. Notice of Referendum – Arrowhead Union High School District
- D. Mixed Use Ordinance General Update (Discussion Only)

Administrator Green reviewed the last meeting which took place July 21st. The next meeting will be coming up in mid-August.

- E. Deer Management Program Update

Chairman Troy explained he is hoping the Town can do the deer management program this year. He explained Wayne Dean is no longer doing deer management for the City but is working with the Town to target additional properties for hunting. He hopes to have an active and vibrant program when deer hunting season opens.

- F. Update from Building Inspector

Dave Hendrix, the Building Inspector, explained he has taken over the code compliance from the engineer. He reviewed a few sites that had compliance issues including a resident who appears to be running a scuba diving business out of his residential pool. He expressed concerns regarding advertising that was occurring on a business website that has since been taken down. He also questioned a port a john that has been in the back yard near the pool all summer. He explained to the board that he has visited the site and the owners stated

they are not running a business. He explained that the board may want to give him or the homeowner direction.

Gerald Crouse, N18W29082 Golf Ridge South, explained there is not a business running out of his home. He lets a variety of different groups into his pool, including police departments and boy scouts. He stated that nothing prohibits him from using his pool in this way and no money is changing hands for the use. He explained the issue he can understand is the port a john which he explained is because his wife has a compromised immune system. He explained that his family has many large gatherings and friends that come over frequently. He decided to rent a port a john to avoid large numbers of people entering his home due to Covid-19. He also stated as long as Covid-19 continues, he will continue to have a lot of cars parked at his home.

Chairman Troy asked if Mr. Crouse was affiliated with Aquatic Adventures. Mr. Crouse stated he was not, but his children are. The Chairman asked if there was any instruction given at the pool. Mr. Crouse stated there was not. The Chairman asked how people were aware of Mr. Crouse allowing all of these groups to his home. Mr. Crouse stated he has been involved with the scouts for a long time and he knows a lot of cops.

Supervisor Van Horn asked if Mr. Crouse knew of anyone that was using a port a john in their back yard. Mr. Crouse stated, other than construction sites, he did not. Chairman Troy asked what the average and most amount of people are using the pool during these events. Mr. Crouse stated the average number of people is two and the most is four. He explained most of the cars parked in front of his home are of people who live in the home. Chairman Troy explained that the Town does not have an ordinance that specifically addresses a port a john, but will remedy that situation. The Building Inspector was directed to contact Waukesha County to see if there were any health violations for this use of a port a john.

Denise Reese, N18W29054 Golf Ridge South, explained that the Aquatic Adventures website had links to get certified and Mr. Crouse' address was listed as a location for classes. She explained that if divers are being certified at that address, it is a business in her eyes. She also expressed concerns about the noise of the pumping truck for the port a john. She stated there are a lot of cars in the driveway and the road because of an air compressor in the garage. She explained she had a lot of pictures that she would be willing to share.

Seventh order of Business: Unfinished Business

- A. Discussion and possible action on concern re: condition of property at S1W31448 Hickory Hollow Ct.
- B. Discussion and possible action on code enforcement options for the property located at N14W28109 Silvernail Rd.

Discussion related to these items under Inspector's Report.

C. Discussion and possible action to share the cost of Attorney John Macy reviewing the consolidated fire contract with Lake Country Fire and Rescue with the Town of Genesee, and the Village of Oconomowoc Lake. (Tabled 7/14/2020)

This item remained on the table.

Eighth order of Business: New Business

- A. Discussion and possible on an operator license for the licensing year from 2020 to 2021 to Tiana Jenig.

Motion by Supervisor Kranick to approve an operator license for the licensing year from 2020 to 2021 to Tiana Jenig. Seconded by Supervisor Dionisopoulos. Motion carried unanimously.

- B. Discussion on possible action on the 2021 Budget Referendum for roadway improvements, police services and general Town operations.

Chairman Troy stated this topic has been discussed often and staff has been working on getting this information together to submit to Waukesha County. Mr. Troy stated the Town has needed this money for several years. He continued that the Town has 75 miles of roads and our engineer stated that roads last 17-20

years. Over the years we have replaced 2.5 miles on average. He explained the request for increased police protection is due to residents asking for more police services on our roadways including Maple Avenue and Cushing Park Road. He explained we have gravel trucks on Highway C that are passing school buses. The referendum will give the Town 40-hours a week and an on-site patrol and squad car. He explained we are also asking for \$85,000 for the Town's office equipment, website, community outreach and other operating expenses.

Supervisor Kranick stated the talking points are the cost per household which is nominal. He expressed that he would have like 3 separate questions, but the state outlines we can only have one. The Board discussed the importance of getting this information out to residents. The request is a small increase when looking at the overall budget.

Motion by Supervisor Kranick to adopt Resolution 20-639, a Resolution to exceed the state-imposed levy for the Town of Delafield. Seconded by Supervisor Dionisopoulos. Motion carried 4-0.

C. Discussion and possible action on accepting donated funds from Waukesha County Community Fund for repairs to the Delafield Skate Park

David Johnson, advisor for the skatepark fundraising team, explained the request for funds from the Waukesha County Community Fund will be presented on August 4 and funds are expected to be release soon after. He thanks the board for their efforts.

Chairman Troy explained the grant stipulations which have been reviewed by the Town Attorney. Chairman Troy stated he was opposed to the project, but he is only one vote. He stated that the Town is legally bound to items 1-4 of the document. Supervisor Dionisopoulos stated she found the stipulations acceptable. She explained the board asked the group to raise \$20,000 and they did. Supervisor Kranick agreed with Supervisor Dionisopoulos, explaining the Town gave the group a deadline and they stepped up and made it happen. He also agreed with the stipulations, contingent on the Town approving a contract.

Motion by Supervisor Kranick to approve the stipulations and accept the donated funds from Waukesha County Community Fund for repairs to the Delafield Skate Park contingent on the Town approving a contractor to do repairs. Seconded by Supervisor Dionisopoulos. Roll call vote;

<i>Supervisor Dionisopoulos</i>	-	<i>ay</i>
<i>Chairman Troy</i>	-	<i>nay</i>
<i>Supervisor Kranick</i>	-	<i>ay</i>
<i>Supervisor Van Horn</i>	-	<i>ay</i>

Motion carried 3-1.

Chairman Troy stated that although Supervisor Cooley was not present, he was in favor of the agreement.

D. Discussion and possible action on approval of a contract for repairs to the Delafield Skate Park.

Administrator Green explained he received three quotes, two of which were from Spohn Ranch, one from American Ramp Company. Spohn Ranch gave a quote for all Skatelite material being replaced, being like for like with American Ramp Company. The other was a quote for only damaged Skatelite material being replaced. American Ramp Company gave a quote for all Skatelite material replacement with both companies also performing repairs on structural damage. American Ramp Company came in with the lowest quote.

Supervisor Kranick made a motion to approve the contract with American Ramp Company, specifying the skating surface of Skatlite pro in black and contingent on the receipt of monies from the Waukesha County Community Fund and on the attorney's review. Seconded by Supervisor Dionisopoulos. Roll call vote;

<i>Supervisor Dionisopoulos</i>	-	<i>ay</i>
<i>Chairman Troy</i>	-	<i>nay</i>
<i>Supervisor Kranick</i>	-	<i>ay</i>
<i>Supervisor Van Horn</i>	-	<i>ay</i>

Motion carried 3-1.

Ninth order of Business: Announcements and Planning items

- A. Plan Commission Meeting – Tuesday, August 4, 2020 @ 6:30 pm
- B. Partisan Primary Election – Tuesday, August 11, 2020
- C. Town Board Meeting – Thursday, August 13, 2020 @ 6:30 pm

Tenth order of Business: Adjournment

Motion by Supervisor Kranick to adjourn the July 28, 2020 Town Board meeting at 7:27 p.m. Seconded by Supervisor Dionisopoulos. Motion carried unanimously

Respectfully submitted:

Dan Green, CMC/WCMC
Administrator - Town Clerk/Treasurer

State of Wisconsin
 Department of Natural Resources
 PO Box 7201
 Madison WI 53707
 dnr.wi.gov

Enforcement Patrol Monthly Report

Form 8700-090 (R 4/10)

Page 1 of 4

(Select only one)

- BOAT** (Chapter 30, Wis. Stats.)
- SNOWMOBILE** (Chapter 350, Wis. Stats.)
- ALL-TERRAIN VEHICLE** (Chapter 23, Wis. Stats.)

Send this form to your Recreational Safety Warden no later than the tenth day following the month covered.

For the Month of <p style="text-align: center;">July</p>	Year <p style="text-align: center;">2020</p>
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For DNR Use Only

Patrol Name <p style="text-align: center;">Pewaukee Lake Patrol</p>	County <p style="text-align: center;">Waukesha</p>
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Date	Area Patrolled or Primary Activity if other than Patrol	Time of Day	No. of Citations	No. of Warnings
1	Pewaukee Lake	1500-1830	0	1
3	Pewaukee Lake	1100-1700	1	2
3	Pewaukee Lake	1600-2200	1	1
4	Pewaukee Lake	1100-1800	0	0
4	Pewaukee Lake	1700-2330	1	0
4	Pewaukee Lake	1700-0000	0	7
5	Pewaukee Lake	1100-1700	1	2
10	Pewaukee Lake	1630 - 2200	1	2
11	Pewaukee Lake	1100-1700	0	2
11	Pewaukee Lake	1600-2200	1	0
12	Pewaukee Lake	1100-1700	0	3
17	Pewaukee Lake	1100-1700	1	1
18	Pewaukee Lake	1100-1300	0	1
18	Pewaukee Lake	1600-2200	0	0
19	Pewaukee Lake	1100-1730	0	0
19	Pewaukee Lake	0700-1100	0	0


<input checked="" type="checkbox"/> Supplemental sheet attached	Total Number of Citations & Written Warnings	9	34
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Non-Personnel Expenses	
Materials & Supplies	\$
Mileage	\$ 16.82
Maintenance (boat, snowmobile or ATV)	\$
Gasoline and Oil	\$ 342.14
Other (specify):	\$
	\$
Total Monthly Expense	\$ 358.96

Personnel Activity	Hours
Patrol Hours	248.5
Exempt Hours	19
Administrative Hours	22.5
Total Hours	290

DNR Safety Classes Conducted	
Number of Classes	Number of Students

I hereby certify the information on this form is true and correct.

Report Prepared By (Print) <p style="text-align: center;">Jeff Sutter</p>	Signature 	Date Signed <p style="text-align: center;">08-06-20</p>
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Enforcement Patrol Monthly Report

Form 8700-090 (R 4/10)

Page 3 of 4

Boat July 2020
 Boat/Snowmobile/ATV Month/Year

Boat Patrols Only

Number of:	Citations/ Arrests	Warnings		Total
Wearable PFDs		2	Compliance/Safety Inspections	33
Type IV PFDs			Search & Rescue Cases	2
Fire Extinguishers	1	1	Persons Assisted	2
Visual Distress Signals			Vessels Assisted	7
Sound Producing Devices			Training Attended	
BUI/OUI			Type of Training	Officer(s) Attending
Careless/Negligent/Reckless Operation			Debrief	Rooney
Navigation Rules	3	14	Debrief	Miller
Mandatory PFD Wear		1	Debrief	Spankowski
Registration/Numbering Violations		2		
All Other Violations	5	14		
Total	9	34	Total 6	

All Patrols

Comment on any accidents investigated, SAR missions, unusual cases or general conditions this month

7/17 Assist DNR Warden's Medina and Wait with a boat stop result in possession of marijuana charge - DNR report #20-C560-004

7/18 At 1618 hours responded to the area off of Kopmeir Dr. for a search and rescue effort for a witnessed possible drowning incident. Rescue effort was unseccesful. Recovery effort continued for the next two days. Body of presumed drowning victim was recovered in the am hours of 7/20. Wisconsin DNR is the primary investigating agency for incident.

7/19 7a-6p Four officers involved in recovery effort for above referenced drowning incident

7/20 0600-1130 - Three officers involved in recovery effort for above reference drowning incident. Decedant, (Austin Timple) was located in the water off of Kopmeir Drive. Body turned over to Medical Examiner. DNR to complete investigation.

7/24 - 2115-2300 - Assist patrol officers searching for a reported suicidal / missing 12 year old child. Child subsequently located safe on land.

7/25 - 1349-1449- Respond for a reported swimmer in distress in the water. Investigation revealed that a 57 year old subject dove off of an anchored boat to cool off. The water was shallower than he anticipated and he struck his head and neck on the bottom. Subject lost all movement and feeling in his lower extremities. Subjects wife threw him a throwable PFD and helped him float while screaming for help. Officers located the subject and assisted Fire Department in removing the victim from water and into the rescue squad.

7/25 - 1830 hours - Officers responded for a reported fight in progress at Beachside Boat Ramp. Subjects detained and turned over to Village of Pewaukee Police Officers.

7/26 - 1345 hours- Observed a kayaker overturn and unable to get back in boat. Officers loaded boat and person on board and transported to shore

7/29 - 0800-1000 - Three officers attended incident debrief of July 18 drownind incident

List any details of unusual expenses or costly repairs

Boat July 2020
Boat/Snowmobile/ATV Month/Year

List any details of unusual expenses or costly repairs

**LAKE COUNTRY FIRE & RESCUE***115 Main Street, Delafield, WI 53018*

Date: Wednesday, July 29, 2020
To: The Municipal Leaders of The City of Delafield, Villages of Nashotah and Chenequa
From: Chief Matt Fennig
Re: IMA and Supporting Documents

Yesterday I received an updated copy of the Intermunicipal Agreement (IMA) from Attorney John Macy. Over the course of two additional meetings, we were able to address all the recommended changes from the joint meeting in this final draft. We have provided a marked copy and a clean copy for your review.

As Mr. Macy explained during the meeting, the first page displays the original language preferred by Mr. Macy along with an alternate suggestion made at our meeting. Upon further discussion with Mr. Macy, it appears that the original paragraph has served us well and speaks to our current practices. Please review and give your recommendation.

The only other point we have had some discussion on was the adoption of "By-Laws" found in Article V, Section H under the Fire Board and Article VI, Section I under Fire Commission. With the increased number of Municipalities participating in the IMA, it may be cumbersome to adopt a By-Law, have it approved by the Fire Board and then present it to all the municipalities for further approval. This may become time intensive to accomplish and create delays in the day to day operations. Please review these sections for Mr. Macy's recommendations. They can be found herein.

I appreciate everyone's effort to review and update the IMA and keep moving forward. Please let me know if you have questions or if I can be of any assistance.

ARTICLE I: PURPOSE

The purpose of entering into this agreement by the Village Boards of Chenequa, Nashotah, Oconomowoc Lake and Wales, the Town Boards of Delafield and Genesee and the Common Council of the City of Delafield shall be to provide fire and paramedic protection by a joint Fire Department for all persons and properties located within the area described below and consistent with intergovernmental cooperation as described in s. 66.0301, Wis. Stats.

It is the common belief of the participating Municipalities that greater protection against fire losses within the area described below can be secured by the joint ownership and operation of fire equipment and emergency medical service equipment and that a more effective Fire Department can be promoted by the joint and mutual cooperation of the Municipalities (as defined herein), and that the cost of protection can be more equitably shared.

Option 1 (current)-

The governing bodies of the Municipalities (as defined herein), in regard to the operation of the Fire Department, the Fire Board and the Fire Commission (as defined herein), only reserve to themselves the duties and responsibilities as outlined herein.

Option 2 -

The governing bodies of the Municipalities (as defined herein), in regard to the operation of the Fire Department, the Fire Board and the Fire Commission (as defined herein), reserve to themselves the duties and responsibilities not delegated herein.

**ARTICLE II: CREATION OF FIRE DEPARTMENT
AND FIRE BOARD AND FIRE COMMISSION**

A. Municipalities. The Village Boards of Chenequa, Nashotah, Oconomowoc Lake and Wales, the Town Boards of Delafield and Genesee and the Common Council of the City of Delafield, and the legal entities each represent, shall hereinafter be referred to as the “Municipalities.”

B. Fire Department. The Municipalities hereby establish a joint municipal fire department as a department of the Municipalities, which shall be known as the Lake Country Fire & Rescue (hereinafter “Fire Department” or “LCFR”).

C. Fire Board. The Municipalities hereby establish a joint municipal fire board as an agency of the Municipalities which shall be known as the Lake Country Fire Board (hereinafter “Fire Board”).

D. Fire Commission. The Municipalities hereby establish a joint municipal fire commission as an agency of the Municipalities, which shall be known as the Lake Country Fire Commission (hereinafter “Fire Commission”).

ARTICLE III: BOUNDARIES

A. Area. The area that shall be served by the Fire Department shall consist of the following territory on the date hereof:

- Village of Chenequa: entire incorporated area
- Village of Nashotah: entire incorporated area
- Village of Oconomowoc Lake: entire incorporated area
- Village of Wales: entire incorporated area
- Town of Delafield: entire **unincorporated** area
- Town of Genesee: entire **unincorporated** area
- City of Delafield: entire incorporated area
- Areas covered by contracts entered into pursuant to Article III, Section D, below.

B. Modifications to Area. The boundaries of the areas may be changed from time to time upon recommendation of the Fire Board and approval by the Municipalities. Any lands annexed by any of the Municipalities shall be automatically included in the boundaries. Please refer to **Exhibit A** for a Map of the LCFR Service Area existing on the date hereof.

C. Mutual Aid Agreements. A certified letter will be mailed to all mutual aid departments informing them of the merger. To the fullest extent allowed by law, the Municipalities intend for all mutual aid agreements currently in effect to continue in effect with the Fire Department assuming all obligations heretofore accepted by the Municipalities or previously existing fire departments of the Municipalities; and the Municipalities and Fire Department receiving the same benefit of the mutual aid agreements that the Municipalities and previously existing fire departments of the Municipalities would have received prior to entering this agreement.

D. Contract Intercept Agreement, Inter-facility Contract Transport Area Agreement.

~~And Contract Emergency Medical Service.~~ Contract Intercept Agreements are paramedic agreements with other fire departments and/or municipalities to assist with treatment of serious medical conditions and/or serious injuries on the scene. Inter-facility Contract Transport Area Agreements are paramedic agreements with hospitals to transport patients between facilities.

~~Contract Emergency Medical Services (EMS) are agreements with other municipalities to provide all emergency medical services for a municipality or a portion of the municipality.~~ These agreements shall be determined by the Fire Board.

E. Fire and Emergency Medical Services Agreement.

1. Contract Fire Services is a contract with a fire department and/or a municipality which operates a fire department.
2. Contract Emergency Medical Services is a contract with a fire department, and/or a municipality, or a health care facility which provides emergency medical services.
3. The Fire Board shall have authority to enter into Contract Fire Services, and Contract Emergency Medical Services agreements provided the statutory immunity of the Lake Country Fire & Rescue is retained and sufficient liability insurance coverage with respect to the performance of such contracts is in effect.

ARTICLE IV: FIRE DEPARTMENT

A. Duties. The Fire Department shall be responsible for fire protection, rescue operations, emergency medical and paramedic services, water rescue, Haz-Mat (Level B and C) services, fire prevention and education, inspections, and such other duties as assigned by joint resolution of the Municipalities.

B. Composition. The Fire Department shall be comprised as set forth in the rules and regulations of the Fire Department. No member of the Fire Board, and no member of the Fire Commission may serve in any capacity on the Fire Department.

C. Operational Policies. The Fire Department ~~membership~~ **Chief membership** shall adopt rules and regulations for its control, management and government and for the regulation of its business and proceedings which, ~~after adoption by the Chief and Officers of the Fire Department,~~ shall become effective and operative upon approval by the Fire Board. Amendments of the same shall be adopted in the same manner.

D. Compensation. All compensation and benefits to be paid to the officers of the Fire Department and all other employees who are members of the Fire Department shall be determined by the Fire Board, ~~all which~~ the total cost of which must be specifically approved as part of the budget process.

E. Fire Chief. The Fire Chief shall serve as the liaison between the Fire Board and the Fire Department.

F. Emergency Management. The Fire Chief shall be designated as the Emergency Management Director, pursuant to Section ~~166.03323.14(1)(b)~~, Wis. Stats., that would coordinate efforts for each of the Municipalities.

ARTICLE V. FIRE BOARD

A. Duties. The Fire Board shall be responsible for overseeing the operation of the Fire Department. The Fire Board's oversight shall include, but shall not be limited to, monitoring the overall performance of the Fire Department with respect to its goals, budgetary matters and reporting obligations to the Municipalities. The Fire Board's oversight shall also include the monitoring of the performance of the Fire Chief, including his/her implementation of goals, training requirements, staffing, overall department readiness, adopted policies of the Fire Department and his/her administration of the annual budget. A formal evaluation shall be performed by the Fire Board annually or more frequently if needed. In no event shall this section be construed as requiring the Fire Board to monitor the day-to-day operation of the Fire Department, which is the primary responsibility of the Fire Chief. In addition to the foregoing, the Fire Board shall have the specific duties and responsibilities set forth herein.

B. Composition. The Fire Board shall be comprised of fourteen (14) members. The Mayor, Village President, ~~or and~~ Town Chairperson from each ~~community of the Municipalities~~ shall appoint two (2) members. The members appointed must be residents of the Municipality from which they are appointed and can be Trustees, ~~Alderman~~ Aldermen or Supervisors of the Municipalities. Fire Board members shall not include Mayors, Village Presidents or Town Chairpersons. Appointed members will be placed on the Fire Board once approved by their ~~communities-Municipality's~~ governing body. The Fire Board members shall not be members of the Fire Department in any capacity or Fire Commission members.

C. Terms of Fire Board Members.

1. Terms of the initial voting members shall commence immediately upon appointment as described above, following full execution of this

Intermunicipal Agreement. One appointed **Fire** Board member **seat** from each community shall end on April 30th in the even years and the other appointed **Fire** Board member **seat** from each community shall end on April 30th in the odd years. **In the event that an expired seat is not filled by a municipality, the current Fire Board member shall remain in place until an appointment is made.**

2. Subsequent terms. Following the initial appointments, the terms of all Fire Board members upon appointment shall be for two (2) years commencing on May 1. Each ~~community~~ Municipality is responsible for notifying the Fire Department of changes to the **Fire** Board no later than two weeks prior to ~~their term ending~~ the end of a current Fire Board member's term.
3. Unfilled Vacancies. When a ~~voting~~ Fire Board member resigns or is removed from membership on the Fire Board as outlined in Section 17.12 or 17.13, Wis. Stats., or other applicable laws, the affected Village President, Town Chairperson, or Mayor shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new **Fire B**oard member is appointed to fill a vacancy.

D. Officers.

1. Election of officers. At its first meeting after its creation and at its first meeting after May 1 each year, the Fire Board shall choose from its members a President to preside at its meetings and a Vice President to act in

the absence of the President and shall employ ~~jointly with the Fire Commission~~ a Secretary/Treasurer who shall also serve as secretary for the Fire Commission.

2. Bond. All members signing checks shall ~~shall~~ **may** furnish a bond, paid for by the Fire Department, in such amount as shall be required and approved by the Fire Board, which shall be adequate to cover the funds entrusted to his/her care.
3. Duties.
 - a. **President.** The President shall:
 - (1) preside at all meetings of the Fire Board;
 - (2) see that all orders and resolutions of the Fire Board are carried out;
 - (3) execute all contracts and agreements and approve the bill list as duly authorized by the Fire Board;
 - (4) initiate the audit process pursuant to Subsection (O) and submit a complete and detailed report of the financial condition of the Fire Department to the Municipalities on or before September 1 of each calendar year for the previous calendar year;
 - (5) report to the Fire Board all matters within the President's knowledge regarding the Fire Department;
 - (6) communicate with the Municipalities as reasonably requested

and needed. Municipalities can receive copies of communications between the President and any of the Municipalities on request, and no such communications shall be confidential between the President and any single Municipality;

- (7) perform such additional duties as may be prescribed by the Fire Board;
- (8) countersign checks as required by the Fire Board policies; and
- (9) shall prepare meeting agendas.

b. **Vice President.** The Vice President shall:

- (1) discharge the duties of the President in the event of the President's absence or disability; and
- (2) perform such additional duties as may be prescribed by the Fire Board.

c. **Secretary/Treasurer.** The Secretary/Treasurer shall:

- (1) countersign all checks after the same have been signed by the Fire Chief or Fire Board President, if checks have not been signed by both;
- (2) keep a correct and complete record of all of the proceedings of the Fire Board/Fire Commission meetings held pursuant to Section (F);
- (3) keep an accurate account in accordance with generally

- accepted accounting practices (GAAP) of all monies received and disbursed;
- (4) provide a financial report to the Fire Board monthly or as requested by the Fire Board;
 - (5) ~~shall~~ distribute agendas to members and media;
 - (6) perform all general duties which are incidental to the offices of the Secretary/Treasurer subject to direction of the Fire Board/Fire Commission; and
 - (7) ~~The Secretary/Treasurer cannot~~ be restricted from serving as a voting member of either the Fire Board or the Fire Commission, and from serving as ~~The Secretary/Treasurer~~ may not be an active member of the Lake Country Fire & Rescue or an elected official in any of the member municipalities ~~Municipalities~~; and
 - (8) ~~The Secretary/Treasurer will~~ handle administrative/financial affairs of the Lake Country Fire & Rescue and ~~will attend~~ and take minutes at all meetings of the Fire Board and Fire Commission.

E. Compensation. No salary shall be paid to the Fire Board members either as officers or as members.

F. Meetings.

1. The Fire Board shall hold meetings as necessary at any one of the LCFR Fire Stations as determined by the President or at a place, and at a time, to be

fixed by the Fire Board for transacting such business as may require their attention. Special meetings of the Fire Board may be held whenever called by the Secretary/Treasurer upon direction of the President or upon written direction of three (3) members of the Fire Board or upon written direction of the Municipalities. The Clerks of the Municipalities shall be notified of any regular or special meetings at least seven (7) days prior to the same, except for any emergency special meeting, in which case the Clerks of the Municipalities shall be notified before such meetings are held. The Fire Board shall keep a written record of its proceedings, which shall be transmitted in a timely manner to all Municipalities, members of the Fire Board, Fire Commission and the Fire Chief.

2. Quorum. Eight (8) members present constitute a quorum if at least one (1) member from each community is present.
3. Eight (8) members must vote in favor of a motion for it to be adopted. At least one (1) member from each Municipality must vote in favor of the motion for it to be adopted.
4. The Fire Chief shall report to all Municipalities at a frequency determined by the Fire Board.
5. Notice. All meetings of the Fire Board shall be properly noticed as prescribed in Section 19.84 of the Wisconsin Statutes and, except as provided in Section 19.85 of the Wisconsin Statutes, all meetings of the Fire Board shall be open

to the general public.

6. Tele/Video conference Participation.

- a. Not more than two (2) members of the **Fire** Board may participate in a meeting of the **Fire** Board by telephonic or video means provided:
- (1) the member is not otherwise able to attend the meeting in person;
 - (2) the member has access to all **Fire** Board packet materials provided by the Secretary/Treasurer;
 - (3) the member is able to hear all proceedings of the meeting;
 - (4) the other members of the **Fire** Board and the public (if not a closed session) are able to hear all telephonic comments of the member not physically present;
 - (5) the member of the **Fire** Board participating telephonically is able to exercise all the rights of any member of the **Fire** Board physically present and shall be counted as being present for a quorum under Article V. F. 2.
- b. ~~The 2 member rule is removed~~ If **any municipality** ~~Municipality~~ the ~~department~~ is operating under a State of Emergency, in this case, the **Fire** Board as a whole may ~~need to~~ meet via telephonic or video conference in order to safely handle the affairs of the organization. All meetings conducted in this manner will be appropriately posted and a link to the phone in instructions / video conference bridge will be posted in the meeting notice.

G. Required Votes. Required votes shall be as set forth in Article V, Section F(3).

H. By-Laws. The Fire Board shall adopt rules, policies and by-laws as it deems necessary for its control, management, disbursement of funds, and governance and for the regulation of its business and proceedings which, after adoption by the Fire Board, shall be mailed to all member municipalities and shall become effective and operative sixty days after the date of mailing if no member municipality objects to the same. ~~not become effective and operative until approved by all the Municipalities.~~ Amendments of the by-laws shall be adopted in the same manner.

I. Budget.

1. Fire Department Budget.

- a. The Fire Chief shall submit the proposed budget for the Fire Department (and the Fire Commission shall submit its proposed budget pursuant to Article VI(G)) not later than August 1 of each year to the Fire Board for the next fiscal year beginning January 1. Such budget shall set forth on a line by line basis the items of revenue and operating and capital expenditures of the Fire Department. Upon receipt of the same, a special meeting or meetings shall be called by the Fire Board to discuss, amend, enlarge or reduce the various items of the proposed budget and to make final recommendation regarding the same. The Fire Board shall conduct budget workshops as needed during August of each year in addition to any special or regular meetings called to formulate a budget. In the event the Fire Chief does not submit a budget by August 1, then the Fire Board shall prepare the same.
- b. The budget will include a preliminary cost for the employer contribution to health insurance. Once the Employee Trust Fund (ETF) announces

insurance rates for the coming year, the budget will be adjusted accordingly.

- c. LCFR's budget shall may only increase in a manner that allows its owner municipalities Municipalities to increase their levy with-in accordance to Wisconsin State Statue-Statute 66.0602 (3)(b)(h) 2. a. which states that the total charges assessed by the Fire Department for the current year increase, relative to the total charges assessed by the Fire Department for the previous year, by a percentage that is less than or equal to the percentage change in the U.S. consumer price index for all urban consumers, U.S. city average, as determined by the U.S. department of labor, for the 12 months ending on September 30 of the year of the levy, plus 2 percent.
- ~~In order for this to happen, the joint fire department's total charges assessed (operations and capital) for the next budget year will increase less than or equal to the percentage change in the US Consumer Price Index (CPI) for all urban consumers from October 1 through September 30 of the current year, plus 2 percent when compared to the current budget.~~
- d. For the particular purpose of presenting the proposed budget and for the additional purpose of acting as an advisor to the Fire Board, the Fire Chief or his/her designee, shall serve as the only representative of the Fire Department membership, and all requests, suggestions, advice and problems shall be presented to the Fire Board by the Fire Chief or his/her designee who shall in all respects represent the Fire Department

membership. The Fire Chief and/or his/her designee(s) shall be the sole representative(s) of the Fire Department to the Fire Board for the purposes of presenting and discussing the budget.

e. Operations Financing Formula (Distribution of Costs).

(1) Each Municipality's annual financial contribution to the Fire Department's operating budget shall be based on the following:

A. Fixed Portion will be sixty-five percent (65%) of the departments operating budget and will be funded based on the following.

Nashotah – six percent (6%)

Chenequa – six percent (6%)

Wales – five percent (5%)

Genesee – thirteen percent (13%)

City of Delafield – forty six percent (46%)

Town of Delafield – twenty-point five percent
(20.5%)

Oconomowoc Lake – three-point five percent
(3.5%)

B. Formula Portion will be the remaining thirty-five percent (35%) of the budget and will be and based on the following formula Calculations:

i. Call Volume: Thirty-three point three three three percent (33.333%), of the total formula budget

contribution shall be shared among the Municipalities in proportion to each Municipality's percentage share of call volume. The call volume figure used in this calculation shall be the average of each Municipality's total calls for service over the most recent three years, except for the phase-in period, as further described in sub.3, below. Call Volume will include calls within the municipal limits and will not include contract intercept or transport calls outside the Municipalities. Call volume is assigned to the Municipality in which the call for service originated, without regard to where the personnel responding are stationed.

- ii. Population: Thirty-three point three three three percent (33.333%) of the total budget contribution shall be shared among the Municipalities in proportion to each municipality's percentage share of the total Population of all the Municipalities. The population figure used in this calculation shall be the average of Each Municipality's total population over the most Recent three years, except for the phase-in period, as Further described in sub. 3, below. The population figures used in this calculation shall be as determined by the State of Wisconsin Department of Administration Demographics Service Center (or any

successor).

- iii. Equalized Value of Improvements: Thirty-three point three three three percent (33.333%) of the total budget contribution shall be shared among the Municipalities in proportion to each Municipality's percentage share of the total equalized valuation of all the Municipalities, as determined by the State of Wisconsin Department of Revenue. The equalized value used in this calculation shall be the average of each Municipality's total equalized value over the most recent three years, except for the phase-in Period, as further described in sub.3, below.

C. The calculating spreadsheet illustrating this formula is attached hereto and incorporated herein as Exhibit B.

- f. Capital Equipment Financing Formula (Distribution of Costs). Each Municipality's annual financial contribution to the Fire Department's capital budget shall be based on the following:
- (1) The Village of Chenequa shall pay six percent (6%) of the cost of capital equipment.
 - (2) The Village of Nashotah shall pay seven percent (7%) of the cost of capital equipment.
 - (3) The City of Delafield shall pay forty one percent (41%) of the cost of capital equipment.

- (4) The Village of Wales shall pay five percent (5%) of the cost of capital equipment.
 - (5) The Town of Delafield shall pay twenty four percent (24%) of the cost of capital equipment.
 - (6) The Town of Genesee shall pay thirteen percent (13%) of the cost of capital equipment
 - (7) The Village of Oconomowoc Lake shall pay four percent (4%) of the cost of capital equipment
 - (8) Capital Equipment shall be defined as equipment acquired by Lake Country Fire & Rescue which has a minimum individual value of \$5,000, or when purchased in multiples, exceeds the minimum value. Capital Equipment must have a minimum useful life of ten (10) years. The purpose of this classification is to allow the aggregate of multiple units of equipment to be considered together for pricing and convenience and priced as one expense.
2. The Fire Board shall submit a budget to the Municipalities no later than September 1st and if the Fire Board fails to do so, the budget, as submitted by the **Fire** Chief and the Fire Commission, shall be submitted to the Municipalities. The budget shall then be reviewed by a joint meeting of the Fire Board, the Municipalities, Fire Commission, and the **Fire** Chief or his/her designee for the purpose of discussing and considering said budget, including any reductions thereof or additions thereto prior to the adoption thereof by the Municipalities. Said joint meeting shall be held between September 1 and September 15 each year to allow time to obtain necessary budgetary information, such as health care premium rates,

population, and equalized values to permit the completion of the budget for presentation. The Fire Board shall not have elective or taxing powers. All funding and expenditures in the budget must be authorized and approved by the Municipalities. A final budget shall be adopted by the Municipalities no later than December 1 as part of the regular municipal budgeting process of each year. If the Municipalities do not adopt identical budgets for the Fire Board for the upcoming year by December 1 of each year, the last **current** budget, less amounts budgeted specially in the last **current** budget for capital expenditures, approved by the Municipalities shall be deemed to be adopted by the Municipalities for the next calendar year.

J. Expenditures. The Fire Chief is responsible for administering the annual budget for the LCFR and shall be accountable to the Fire Board for same. The Fire Chief shall present **an itemized list of all invoices to be paid each month. LCFR shall not pay any invoice until approved by the Fire Board, unless otherwise authorized in the Fire Board rules, and which are in accordance with the annual budget approved by the governing bodies.** ~~a check journal of all bank transactions, bank and credit card reconciliations processed each month. Invoices under \$1,500 may be processed with the review and signature of the Fire Chief and one other authorized signer. Invoices processed for \$1,500 or more require the review and signature of the Fire Chief and the Board President for any checks written.~~ Notwithstanding the foregoing, at no time may the Fire Chief or Fire Board or Fire Commission **total spending** exceed, by any amount, the total budget, **except as follows. The Fire Chief shall notify each municipality of any expected budget shortfalls and must receive, by unanimous prior approval by of the member Municipalities.** **The Fire Board is authorized to amend the budget to recognize additional unbudgeted revenue to**

pay additional unbudgeted expenses by a 2/3 vote of the entire membership with at least 1 rep from each municipality voting in favor of the amendment as long as the amendment in no way requires additional financial contribution from the member ~~municipalities~~ Municipalities. The Fire Chief shall report such amendments to the member ~~municipalities~~ Municipalities.

K. Property, Equipment and Supplies. The Fire Board shall have the power to purchase, lease, sell and dispose of all of the property, equipment, apparatus and supplies of the Fire Department, as authorized in the approved budget or as set forth in Section XI. Sale of equipment owned by Municipalities is ~~set forth~~ subject to in Article VIII.

L. Lease Agreement. The Fire Board shall have the power to enter lease agreements on such terms as the Fire Board shall determine, with the prior approval of the Municipalities.

M. Assessment of Costs to End Users. The Fire Chief under the direction of the Fire Board shall have authority to bill end users for all assessments of costs of fire and rescue services, fire inspections, ambulance, paramedic intercept, and any other services performed by the Fire Department and shall be responsible for collecting the same. General policies regarding costs for such services shall be established in the rules, policies and/or by-laws of the Fire Board. The Fire Board shall be responsible for hearing and determining appeals of aggrieved persons respecting assessment of costs of such services. The Municipalities agree, upon request of the Fire Board, after reasonable attempts to collect the same by the Fire Board, to place on their respective tax rolls as special charges pursuant to Section 66.0627, Wis. Stats., all costs as determined by the Fire Board. Any monies collected hereunder shall be remitted to the Fire Board within forty-five (45) days of receipt of the same. Further, any monies collected under this section shall be shown as revenue of the Fire Board in the budget.

N. Insurance. The Fire Board shall at all times keep in full force and effect insurance

for replacement value of the equipment and the participating Municipalities shall be named as additional insureds affording them full protection (less reasonable deductibles) against claims, casualties, losses, and liabilities occurring in operation of the Fire Department, Fire Commission, and Fire Board, including insurance for the equipment referenced in Article IX as required by the leases contemplated therein, and provide the participating Municipalities with copies of the same.

O. Audit. The Fire Board shall have a financial audit performed on an annual basis by an independent certified public accountant (or firm of certified public accountants.) The results of the audit must be transmitted to the Municipalities no later than August 15 of each year for the preceding fiscal year.

P. Excess Funds.

1. Surplus Funds – All budgeted funds which are not spent prior to the end of the year shall be retained by the Fire Department. These surplus funds shall be shown on the annual budget request, and in the budget approved by the Fire Board. Surplus Funds may, upon approval of the Fire Board, be used to fund shortfalls in current or future budgets, fund reserve accounts, or to fund capital equipment purchases. Upon termination of the Fire Department, all surplus funds shall be returned to the participating Municipality in accordance with the current year's financing formula.
2. Capital Equipment Fund – All proposed capital equipment expenditures included in the budget, and which are not spent prior to the end of the year, shall be retained by the Fire Department. These remaining budgeted funds shall be shown on the annual budget request as a fund reserve set aside for

capital equipment purchases. The reserve fund may, upon approval of the Municipalities, be used to fund shortfalls in capital equipment purchases identified in any current or future budget. Upon termination of the Fire Department, the capital equipment fund shall be returned to the participating Municipality in accordance with the capital equipment financing formula provided in this agreement.

3. Contingency Fund Line Item – The budget shall include a contingency fund, which funds in addition to the surplus funds, may be used by the Fire Department to fund shortfalls in current budgets. Any unspent contingency funds at the end of the year should be deemed surplus funds.

4. The Municipalities shall retain any and all monies received from the State and/or Federal Government for any purposes (except as set forth below).

All

other fire and paramedic programs as authorized by the Fire Board upon which monies are received (including charges to end users, fire dues, grants, and monies received from the State of Wisconsin for a highway call) shall go directly to the Fire Board. Funds may be used to fund shortfalls in future budgets or for capital purchases and shall be shown as revenue of the Fire Department in the budget.

- Q. Legal Advice/Legal Fees. The Fire Board shall retain its own attorney. ~~The attorney cannot be retained by any of the Municipalities or the Fire Commission.~~

- R. Loans/Lines of Credit. Subject to the remaining provisions of this Section R, the Fire Board shall have the power to borrow funds by entering into loans or other municipal obligations, including but not limited to lines of credit.
1. The funds borrowed by the Fire Board shall only be available to finance the operation of the Fire Department, including but not limited to payroll and the purchases of supplies used by the Fire Department. In no event shall the funds borrowed by the Fire Board be available to finance purchases of capital equipment
 2. In the event of a default, each Municipality shall be liable for amounts payable under the loan in proportion to the then current year Financing Formula percentages set forth in ~~Section~~ Article V, Section (I) (1) (e).
 3. All loans or other municipal obligations, including lines of credit, entered into by the Fire Board pursuant to this Section R must be approved in advance by the Municipalities. The Fire Board shall submit a written document to the Municipalities stating the amount of the proposed loan, the reason the Fire Board is seeking a loan, the options available to the Fire Board to resolve the issue necessitating the need for the loan (such as obtaining the proposed loan, obtaining an advance on the following year's budget from each of the Municipalities, or additional funding by each of the Municipalities for the year in question), and timing issues relating to the proposed loan. ~~This subsection R(3) shall not apply to the line of credit the Fire Board has established and renews annually.~~
 4. ~~This section does not apply to the renewal of established and previously~~

approved lines of credit.

ARTICLE VI: FIRE COMMISSION

A. Duties. The Fire Commission shall have the duties as set forth by Section 62.13 of the Wisconsin Statutes, excluding the optional powers as set forth in Section 62.13(6), Wis. Stats. Therefore, the Fire Commission shall have responsibility for approval of **appointments and discipline, to the extent described in 62.13, Wis. Stats excluding 62.13(6) Wis. Stats.** ~~personnel matters of the Fire Department in accordance with Wisconsin law, namely approval of appointments and promotions, and discipline.~~ The Fire Commission shall not have responsibility for overseeing the budgeting or operation of the Fire Department, which is the general duty of the Fire Board.

B. Composition. The Fire Commission shall be composed of fourteen (14) Commissioners. The Mayor, Village President ~~or~~ and Town Chairperson, from each **community Municipality** shall appoint two (2) members. The members so appointed will be residents of that Municipality. The members shall not be members of the Fire Board, Fire Department in any capacity, nor elected officials of the Municipalities. The members so appointed may also serve on the **Municipality's** Police Commission.

C. Terms The terms of the initial voting members shall commence immediately upon appointment, following full execution of this Intermunicipal Agreement. One appointed Commission member **seat** from each community shall end on April 30, the even years and the other appointed Commission member **seat** from each community shall end on April 30, the odd years. **In the event that an expired seat is not filled by a municipality, the current Fire Commission member shall remain in place until an appointment is made.**

1. Subsequent terms. Following the initial appointments, the terms of all Fire Commission members upon appointment shall be for two (2) years

commencing on May 1. Each ~~community~~ Municipality is responsible for notifying the Fire Department of changes to the Board no later than two weeks prior to ~~their term ending~~ the end of a current Fire Commission member's term.

2. Unfilled vacancies. When a ~~voting~~ Fire Commission member resigns or is removed from his/her membership on the Fire Commission as outlined in Section 17.12 or 17.13, Wis. Stats., or other applicable laws. The affected Village President, Town Chairperson, or City Mayor shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new commission member is appointed to fill a vacancy.

D. Officers. Election and duties of officers. At its first meeting after its creation and thereafter at its first meeting after May 1 each year, the Fire Commission shall choose from its members a Chairperson to preside at its meetings and a Vice Chairperson to act in the absence of the Chairperson. The Secretary/Treasurer employed by the Fire Board shall serve as Secretary/Treasurer of the Fire Commission, and shall keep a correct and complete record of all proceedings of the Fire Commission. ~~and shall employ (jointly with the Fire Board) a Secretary/Treasurer to keep a correct and complete record of all proceedings of the Fire Commission.~~

E. Meetings.

1. Regular and Special. The Fire Commission shall not hold regular meetings.

The Fire Commission shall hold special meetings at the call of ~~the~~ Municipality, ~~Fire Board, Chairperson, Vice Chairperson~~ Fire Commission Chairperson, Fire Commission Vice Chairperson, Fire Chief or Assistant Fire Chief. The Clerks of the Municipalities and Secretary/Treasurer of the Fire Board shall be notified of any special meeting before such meeting is held. The Fire Commission shall keep a written record of its proceedings, which shall be transmitted in a timely manner to the Municipalities and Fire Board.

2. Quorum. Eight (8) members present constitute a quorum as long as at least one (1) member from each Municipality is present.
3. Eight (8) members must vote in favor of a motion for it to be adopted. At least one (1) member from each Municipality must vote in favor of the motion for it to be adopted.
4. Notice. All meetings of the Fire Commission shall be properly noticed as prescribed in Section 19.84 of the Wisconsin Statutes and, except as provided in Section 19.85 of the Wisconsin Statutes, all meetings of the Fire Commission shall be open to the general public.

F. Required Votes. Required votes shall be as set forth in Article VI, Section E(3).

G. Hiring.

1. Fire Chief. The appointment of the Fire Chief shall be made by the Fire Commission.
2. Assistant Fire Chief. The Fire Chief may select an Assistant Fire Chief.

The selection of the Assistant Chief is subject to approval of the Fire Commission.

3. Deputy Chief. The Fire Chief may select a minimum of three Deputy Chiefs. The selection of the Deputy Chiefs is subject to approval by the Fire Commission.
4. Captains. The Fire Chief may select captains for each station, subject to approval by the Fire Commission.
5. Lieutenants. The Fire Chief may select Lieutenants for each station, subject to the approval by the Fire Commission.
6. Appointments and Promotions. The Fire Chief shall appoint subordinates subject to approval by the Fire Commission.

H. Disciplinary Actions Against Members. The Fire Commission shall be responsible for hearing and determining disciplinary actions against the Fire Chief and subordinates of the Fire Department pursuant to Section 62.13 of the Wisconsin Statutes.

I. Bylaws. The Fire Commission shall adopt rules, policies and bylaws as it deems necessary for its operation, for its business and proceedings. These, after adoption by the Fire Commission, shall be mailed to all member municipalities and shall become effective and operative sixty days after the date of mailing if no member municipality objects to the same. ~~shall not become effective and operative until approved by all the Municipalities.~~ Amendments of the same shall be adopted in the same manner.

- J. Compensation. No salary shall be paid to the Fire Commission members.
- K. Legal Advice/Legal Fees. The Fire Commission shall retain its² own attorney. ~~The attorney cannot be retained by any of the Municipalities or the Fire Board.~~

ARTICLE VII: PAYMENT OF BUDGETED EXPENSES

Budgeted expenses of the Fire Board, Fire Commission and Fire Department shall be invoiced to the municipalities by December 10th of each year. The Operational Budget Expense shall be invoiced separate from the Capital Expense and be paid as follows: Operating Budget Contribution of ten percent (10%) of the monies owed by each Municipality, as shown in the adopted budget, shall be remitted to the Fire Board on or before January 10 and the balance on or before February 10 of each year. All Capital Contribution monies owed by each Municipality, as shown in the adopted budget, shall be remitted to the Fire Board on or before February 1 of each year.

If a participating Municipality fails to make all or any portion of any payment required under this Agreement in a timely manner, such Municipality shall remit to the Fire Board interest at the rate of one percent (1%) per month or any fraction of a month on the outstanding balance due.

Expenses that exceed the budget, as authorized herein, shall be paid within thirty days of billings.

ARTICLE VIII: OWNERSHIP OF EQUIPMENT

All equipment existing at the time this agreement is adopted, shall remain the property of LCFR or the current municipal owner until such time as it is replaced by LCFR. The attached spreadsheet illustrates the capital equipment ownership and is attached hereto and incorporated herein as **Exhibit C**. When equipment that was purchased pre consolidation is sold, the funds are returned to the original owner as set forth **forth** in Exhibit C. ~~according to the percentage that they were purchased.~~ If equipment owned by an agency other than LCFR and insured by the LCFR is damaged or irreparable and is disposed of, the Fire Department shall reimburse the Municipality fair market value for the equipment prior to the damage occurring as determined by a competent appraiser appointed by the Fire Board, even though insurance may cover total replacement cost. Any new equipment purchased as a replacement shall be owned by the Fire Department with all Municipalities contributing their share using the funding formula.

Fire Department equipment and apparatus purchased during the term of this agreement shall be owned by the Fire Department with all Municipalities as tenants in common, with each Municipality's share of ownership being equal to the percentage paid, respectively, of the total price paid by the ~~three~~ owner Municipalities. The Fire Board shall keep records showing the date and cost of each purchase of each piece of equipment and apparatus used by the Fire Department subsequent to the date of entering this intermunicipal agreement, and the amounts paid **therefore** by each Municipality.

The Municipalities shall lease all such equipment and apparatus to the Fire Board at the cost of \$1.00 per year, and the Fire Board shall be responsible to maintain, repair, insure, use and control all such equipment and apparatus. No equipment or apparatus shall be sold by the Fire Board without the prior approval of the Municipalities.

Although Municipalities will retain ownership of current equipment, the Fire Department will be responsible for their maintenance as stated above.

ARTICLE IX: FIRE STATIONS

The Fire Board and Fire Department shall keep the firefighting equipment in the fire stations as determined by the Fire Chief. Leases shall be entered into between the Fire Board and the Municipalities for the use of the space now occupied by the Fire Department until or unless the Fire Board determines otherwise. The initial rent under such leases shall be one dollar (\$1.00) per year per station until or unless the Fire Board determines otherwise. Maintenance and utility costs of any municipal owned buildings shall be paid by the Municipality that owns it. It is not the intention of this agreement to address the building of any new facilities. Substantial modifications and additions to current buildings that are chosen to be undertaken by any of the participating Municipalities will be paid for by the individual Municipality that owns it. Possible examples being if the City of Delafield builds a new station, it will be at their cost. Or if the Nashotah Village Board determines the Nashotah Fire Station needs to be remodeled to accommodate sleeping quarters, it will be at the Village of Nashotah's cost.

At the onset of this agreement, the City of Delafield, the Village of Wales and the Towns of Delafield and Genesee have installed vehicle exhaust systems in their Fire Stations, at the expense of their municipalities. If the installation of an exhaust system is required in the future for any other LCFR Fire Station, the municipal owner of the building would be responsible for the cost. LCFR is responsible for the ongoing maintenance and the potential replacement of installed vehicle exhaust systems in LCFR leased buildings.

Examples of more building maintenance items are attached in [Exhibit D](#). A list of Fire Stations can be found following the in Exhibits [E](#) to this Agreement.

ARTICLE X: AMENDMENTS

~~A. Amendments. Amendments to this Agreement may be proposed by any member of the Fire Board. The amendment shall be submitted to the Fire Board at least 15 days prior to the meeting of the Fire Board for amendments not previously discussed by the Fire Board at which such amendment is to be considered. There shall not be a required minimum advanced submission for any proposed amendment change previously discussed at a prior meeting of the Fire Board.~~

A. The Municipalities may alter, amend and/or rescind all or any of the provisions of this Intermunicipal Agreement, however, such changes shall not take effect until approved by all of the Municipalities. **Amendments to this Agreement may be proposed by any member of the Fire Board to their respective municipality.**

B. The amendment may be adopted by each ~~municipality~~ Municipality individually and without corresponding signatures from the other Municipalities. This amendment shall take effect upon adoption by the governing bodies of all Municipalities and submission of a certified copy of the same to the Secretary/Treasurer of the Fire Board.

1. The submission of a duplicate original from a Municipality shall have equal validity as a signed amendment on a single legal instrument.

ARTICLE XI: TERMINATION

A. ~~Agreement~~ **Initial Term**. This agreement shall take effect upon the effective date stated herein after the adoption by the governing body of each Municipality **and shall remain in effect for a minimum of seven (7) years. After the expiration of the initial five (5) year period, any Municipality wishing to withdraw from this Agreement may do so on at least two (2) years written notice addressed to the clerk of each of the other Municipalities, provided however, that no such notice be given until expiration of the initial five (5) year period.** ~~of a resolution approving the Agreement and authorizing its execution. This Agreement shall remain in effect until: terminated as follows: in perpetuity subject to the following:~~

1. ~~All Municipalities shall participate in this Agreement for a minimum of seven (7) years.~~

2. ~~After the expiration of the initial five (5) year period, any Municipality wishing to withdraw from this Agreement may do so on at least two (2) years written notice addressed to the clerk of each of the other Municipalities, provided however, that no such notice be given until expiration of the initial five (5) year period set forth in the prior paragraph.~~

3B. Termination. This Agreement may be terminated at any time by the written consent of all Municipalities or **after the Initial Term** upon the withdrawal of any Municipality, provided that this Agreement and the Joint Fire Commission and Fire Board shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to terminate the affairs of the Lake Country Fire & Rescue.

C. Disposal of **Capital Equipment**. ~~Assets.~~ In the event of the termination of this agreement, the Fire Board shall cause all of the assets **capital equipment** it owns and the ~~property~~ **capital equipment** owned as tenants in common by the participating Municipalities used by the Fire Department, to be appraised by competent appraisers, and the Fire Board is authorized to sell such ~~assets~~ **capital equipment** to the **replacement entity(s) or the** Municipalities at the appraised

value provided, however, that if more than one ~~of the aforementioned~~ participating Municipality desires to purchase a particular ~~piece of capital equipment~~ asset, it shall be sold to the highest ~~aforementioned~~ bidder. ~~Sale proceeds~~ Assets shall be distributed using the Capital Equipment ~~Fund Financing~~ Formula calculation. Any piece of ~~capital~~ equipment owned by the participating Municipality shall be returned to that Municipality. Failing to dispose of such ~~capital equipment~~ assets to the ~~replacement entity(s) or the~~ Municipalities, the Fire Board is authorized to sell or dispose of the remaining ~~capital equipment~~ assets at the best price obtainable. Sale of the ~~capital equipment~~ assets may not commence prior to four (4) months before the Dissolution Date. No delivery of any ~~capital equipment~~ asset to the purchasing party may occur until the Dissolution Date.

~~5ED.~~ ~~Disposal of Remaining Funds.~~ In the event of termination ~~of this agreement, the~~ Fire Board shall ~~dispose of all remaining property as it sees fit and shall pay all outstanding liabilities and obligations,~~ first. The proceeds from the sale of ~~the property~~ owned as tenants in common by the participating Municipalities, net of costs of appraisal and costs of sale (if any), shall be divided in proportion to each respective Municipality's ownership interest therein on a ~~property by property~~ basis. Lastly, All remaining funds of the Fire Board shall be divided between and paid to the Municipalities in proportion to the then current year Financing Formula percentages set forth in Articles V (I)(1)(e). ~~In the event that the remaining funds of the fire board~~ Fire Board are insufficient to pay all outstanding liabilities and obligations of the ~~fire board~~ Fire Board the balance due on owing by the ~~fire board~~ Fire Board shall be divided between and paid by the ~~municipalities~~ Municipalities in proportion to the then current year financing formula percentages set fourth in Article X(I)(1)(e).

E. Dissolution. The Fire Department, Fire Board, and Fire Commission shall be

dissolved on the Dissolution Date, as follows. Upon completion of all termination duties described in this Article XI, including but not limited to disposal of capital equipment and disposal of remaining funds, the Fire Board shall notify the Municipalities in writing that its work is complete, and the date of such notice shall be the Dissolution Date.

ARTICLE XII: ADDITIONAL PROVISIONS

A. Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall be beneficial to all of the parties hereto and their permitted assigns. No party to this Agreement may assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of the other parties, ~~in its sole discretion~~, which consent cannot be unreasonably withheld. ~~of the other parties.~~

B. Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms or intent of any provision of this Agreement. All defined phrases, pronouns, and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the actual identity of the organization, person, or persons may require. No provision of this Agreement shall be construed against any party hereto by reason of the extent to which such party or its counsel participated in the drafting hereof.

C. Choice of Law and Severability. This Agreement shall be construed in accordance with the internal laws of Wisconsin. If any provision of this Agreement shall be contrary to the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

D. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto regarding the terms and operations of the Fire Department, Fire Board, and Fire Commission, except for any amendments to this Agreement adopted in accordance with Article X hereof. This Agreement supersedes all prior and contemporaneous agreements, statements,

understandings, and representations of the parties regarding the terms and conditions of the Fire Board, Fire Commission, and Fire Department, except as provided in the preceding sentence. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

E. Notices. All notices, requests, consents, or other communication provided for in or to be given under this Agreement shall be in writing, may be delivered in person, by facsimile transmission, by overnight courier, or by mail, and shall be deemed to have been duly given and to have become effective (1) one day after having been delivered in person, or by **email or** facsimile, (1) one day after having been delivered to an overnight courier, or (3) three days after having been deposited in the mails as certified or registered mail, all fees prepaid, directed to the parties or their assignees at the following addresses (or at such other address as shall be given in writing by a party hereto): Village Clerk, Village of Chenequa, 31275 W. Hwy K, Chenequa, Wisconsin, 53029; with a copy to the Village President, Village Administrator, and Village Attorney; and Village Clerk, Village of Nashotah, PO Box 123, Nashotah, Wisconsin 53058; with a copy to the Village President and Village Attorney; City Clerk, City of Delafield, 500 Genesee Street, Delafield, Wisconsin, 53018; with a copy to the Mayor, City Administrator, and City Attorney. Town of Genesee, PO Box 242 Genesee Depot, WI 53127; with a copy to the Town Chairperson, Town Attorney, Town Clerk and Town Administrator. Village of Wales, 129 W Main Street, Wales WI 53183; with a copy to the Village President, Village Clerk and Village Attorney. Town of Delafield, W302N1254 Maple Avenue Delafield, WI 53018; with a copy to the Town Chairperson, Town Attorney, Town Clerk and Town Administrator. Village of Oconomowoc Lake, 35328 W Pabst Road, Oconomowoc WI 53066, with a copy to the Village President, Village Attorney,

Village Clerk and Village Administrator.

E. Expenses. Except as otherwise specifically provided in this Agreement, the parties shall pay their respective expenses and costs incurred or to be incurred in negotiating and carrying out the terms of this Agreement, including without limitation all of their respective attorneys' fees.

ARTICLE XIII: ADOPTION OF ORDINANCE

The Municipalities will repeal any respective ordinances creating the heretofore existing fire departments serving such Municipalities and adopt this Intermunicipal Agreement as an ordinance for purposes of creating the Lake Country Fire & Rescue, Lake Country Fire Board, and Lake Country Fire Commission.

ARTICLE XIV: EFFECTIVE DATE

This agreement is effective immediately upon full execution of the parties, subject to the following. The Fire Department described herein shall be in existence with full authority at 12:01:01 a.m. on January 1, 2021. The Fire Board described herein shall be in existence with full authority immediately upon full execution of this agreement, following the appointment of the Fire Board as described herein. The Fire Commission described herein shall be in existence immediately upon full execution of this agreement, following the appointment of the Fire Commission as described herein, for the limited purpose of preparing for **the** timely full implementation, and shall have full authority at 12:01:01 a.m. on January 1, 2021.

[signatures on following pages]

Dated this _____ day of _____, 2020

VILLAGE OF CHENEQUA

Jo Ann F. Villavicencio, Village President

Attest

Pamela Little, Village Clerk/Treasurer

Dated this _____ day of _____, 2020

VILLAGE OF NASHOTAH

Rich Lartz, Village President

Attest

Cynthia Pfeifer, Village Administrative Director/Clerk/Treasurer

Dated this _____ day of _____, 2020

VILLAGE OF OCONOMOWOC LAKE

Michael, Bickler, Village President

Attest

Katelyn Vaughn, Village Clerk/Deputy Treasurer

Dated this _____ day of _____, 2020

VILLAGE OF WALES

Jeffery Flaws, Village President

Attest

Gail Tamez, Village Clerk/Treasurer

Dated this _____ day of _____, 2020

TOWN OF DELAFIELD

Ron Troy, Town Chair

Attest

Dan Green, Town Administrator/Clerk/Treasurer

Dated this _____ day of _____, 2020

TOWN OF GENESEE

Sharon Leair, Town Chair

Attest

Meri Majeskie, Town Clerk

Dated this _____ day of _____, 2020

CITY OF DELAFIELD

Kent Attwell, Mayor

Attest

Michelle Luedtke, City Clerk

ARTICLE I: PURPOSE

The purpose of entering into this agreement by the Village Boards of Chenequa, Nashotah, Oconomowoc Lake and Wales, the Town Boards of Delafield and Genesee and the Common Council of the City of Delafield shall be to provide fire and paramedic protection by a joint Fire Department for all persons and properties located within the area described below and consistent with intergovernmental cooperation as described in s. 66.0301, Wis. Stats.

It is the common belief of the participating Municipalities that greater protection against fire losses within the area described below can be secured by the joint ownership and operation of fire equipment and emergency medical service equipment and that a more effective Fire Department can be promoted by the joint and mutual cooperation of the Municipalities (as defined herein), and that the cost of protection can be more equitably shared.

The governing bodies of the Municipalities (as defined herein), in regard to the operation of the Fire Department, the Fire Board and the Fire Commission (as defined herein), only reserve to themselves the duties and responsibilities as outlined herein.

**ARTICLE II: CREATION OF FIRE DEPARTMENT
AND FIRE BOARD AND FIRE COMMISSION**

A. Municipalities. The Village Boards of Chenequa, Nashotah, Oconomowoc Lake and Wales, the Town Boards of Delafield and Genesee and the Common Council of the City of Delafield, and the legal entities each represent, shall hereinafter be referred to as the “Municipalities.”

B. Fire Department. The Municipalities hereby establish a joint municipal fire department as a department of the Municipalities, which shall be known as the Lake Country Fire & Rescue (hereinafter “Fire Department” or “LCFR”).

C. Fire Board. The Municipalities hereby establish a joint municipal fire board as an agency of the Municipalities which shall be known as the Lake Country Fire Board (hereinafter “Fire Board”).

D. Fire Commission. The Municipalities hereby establish a joint municipal fire commission as an agency of the Municipalities, which shall be known as the Lake Country Fire Commission (hereinafter “Fire Commission”).

ARTICLE III: BOUNDARIES

A. Area. The area that shall be served by the Fire Department shall consist of the following territory on the date hereof:

- Village of Chenequa: entire incorporated area
- Village of Nashotah: entire incorporated area
- Village of Oconomowoc Lake: entire incorporated area
- Village of Wales: entire incorporated area
- Town of Delafield: entire unincorporated area
- Town of Genesee: entire unincorporated area
- City of Delafield: entire incorporated area
- Areas covered by contracts entered into pursuant to Article III, Section D, below.

B. Modifications to Area. The boundaries of the areas may be changed from time to time upon recommendation of the Fire Board and approval by the Municipalities. Any lands annexed by any of the Municipalities shall be automatically included in the boundaries. Please refer to Exhibit A for a Map of the LCFR Service Area existing on the date hereof.

C. Mutual Aid Agreements. A certified letter will be mailed to all mutual aid departments informing them of the merger. To the fullest extent allowed by law, the Municipalities intend for all mutual aid agreements currently in effect to continue in effect with the Fire Department assuming all obligations heretofore accepted by the Municipalities or previously existing fire departments of the Municipalities; and the Municipalities and Fire Department receiving the same benefit of the mutual aid agreements that the Municipalities and previously existing fire departments of the Municipalities would have received prior to entering this agreement.

D. Contract Intercept Agreement, Inter-facility Contract Transport Area Agreement.

Contract Intercept Agreements are paramedic agreements with other fire departments and/or municipalities to assist with treatment of serious medical conditions and/or serious injuries on the scene. Inter-facility Contract Transport Area Agreements are paramedic agreements with hospitals to transport patients between facilities. These agreements shall be determined by the Fire Board.

E. Fire and Emergency Medical Services Agreement.

1. Contract Fire Services is a contract with a fire department and/or a municipality which operates a fire department.
2. Contract Emergency Medical Services is a contract with a fire department, and/or a municipality, or a health care facility which provides medical services.
3. The Fire Board shall have authority to enter into Contract Fire Services, and Contract Emergency Medical Services agreements provided the statutory immunity of the Lake Country Fire & Rescue is retained and sufficient liability insurance coverage with respect to the performance of such contracts is in effect.

ARTICLE IV: FIRE DEPARTMENT

A. Duties. The Fire Department shall be responsible for fire protection, rescue operations, emergency medical and paramedic services, water rescue, Haz-Mat (Level B and C) services, fire prevention and education, inspections, and such other duties as assigned by joint resolution of the Municipalities.

B. Composition. The Fire Department shall be comprised as set forth in the rules and regulations of the Fire Department. No member of the Fire Board, and no member of the Fire Commission may serve in any capacity on the Fire Department.

C. Operational Policies. The Fire Chief shall adopt rules and regulations for its control, management and government and for the regulation of its business and proceedings which, shall become effective and operative upon approval by the Fire Board. Amendments of the same shall be adopted in the same manner.

D. Compensation. All compensation and benefits to be paid to the officers of the Fire Department and all other employees who are members of the Fire Department shall be determined by the Fire Board, the total cost of which must be specifically approved as part of the budget process.

E. Fire Chief. The Fire Chief shall serve as the liaison between the Fire Board and the Fire Department.

F. Emergency Management. The Fire Chief shall be designated as the Emergency Management Director, pursuant to Section 323.14(1)(b), Wis. Stats., that would coordinate efforts for each of the Municipalities.

ARTICLE V. FIRE BOARD

A. Duties. The Fire Board shall be responsible for overseeing the operation of the Fire Department. The Fire Board's oversight shall include, but shall not be limited to, monitoring the overall performance of the Fire Department with respect to its goals, budgetary matters and reporting obligations to the Municipalities. The Fire Board's oversight shall also include the monitoring of the performance of the Fire Chief, including his/her implementation of goals, training requirements, staffing, overall department readiness, adopted policies of the Fire Department and his/her administration of the annual budget. A formal evaluation shall be performed by the Fire Board annually or more frequently if needed. In no event shall this section be construed as requiring the Fire Board to monitor the day-to-day operation of the Fire Department, which is the primary responsibility of the Fire Chief. In addition to the foregoing, the Fire Board shall have the specific duties and responsibilities set forth herein.

B. Composition. The Fire Board shall be comprised of fourteen (14) members. The Mayor, Village President, and Town Chairperson from each of the Municipalities shall appoint two (2) members. The members appointed must be residents of the Municipality from which they are appointed and can be Trustees, Aldermen or Supervisors of the Municipalities. Fire Board members shall not include Mayors, Village Presidents or Town Chairpersons. Appointed members will be placed on the Fire Board once approved by their Municipality's governing body. The Fire Board members shall not be members of the Fire Department in any capacity or Fire Commission members.

C. Terms of Fire Board Members.

1. Terms of the initial voting members shall commence immediately upon appointment as described above, following full execution of this

Intermunicipal Agreement. One appointed Fire Board member seat from each community shall end on April 30th in the even years and the other appointed Fire Board member seat from each community shall end on April 30th in the odd years. In the event that an expired seat is not filled by a municipality, the current Fire Board member shall remain in place until an appointment is made.

2. Subsequent terms. Following the initial appointments, the terms of all Fire Board members upon appointment shall be for two (2) years commencing on May 1. Each Municipality is responsible for notifying the Fire Department of changes to the Fire Board no later than two weeks prior to end of a current Fire Board member's term.
3. Unfilled Vacancies. When a Fire Board member resigns or is removed from membership on the Fire Board as outlined in Section 17.12 or 17.13, Wis. Stats., or other applicable laws, the affected Village President, Town Chairperson, or Mayor shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new Fire Board member is appointed to fill a vacancy.

D. Officers.

1. Election of officers. At its first meeting after its creation and at its first meeting after May 1 each year, the Fire Board shall choose from its members a President to preside at its meetings and a Vice President to act in

the absence of the President and shall employ a Secretary/Treasurer who shall also serve as secretary for the Fire Commission.

2. Bond. All members signing checks may furnish a bond, paid for by the Fire Department, in such amount as shall be required and approved by the Fire Board, which shall be adequate to cover the funds entrusted to his/her care.
3. Duties.
 - a. **President.** The President shall:
 - (1) preside at all meetings of the Fire Board;
 - (2) see that all orders and resolutions of the Fire Board are carried out;
 - (3) execute all contracts and agreements and approve the bill list as duly authorized by the Fire Board;
 - (4) initiate the audit process pursuant to Subsection (O) and submit a complete and detailed report of the financial condition of the Fire Department to the Municipalities on or before September 1 of each calendar year for the previous calendar year;
 - (5) report to the Fire Board all matters within the President's knowledge regarding the Fire Department;
 - (6) communicate with the Municipalities as reasonably requested

and needed. Municipalities can receive copies of communications between the President and any of the Municipalities on request, and no such communications shall be confidential between the President and any single Municipality;

- (7) perform such additional duties as may be prescribed by the Fire Board;
- (8) countersign checks as required by the Fire Board policies; and
- (9) shall prepare meeting agendas.

b. **Vice President.** The Vice President shall:

- (1) discharge the duties of the President in the event of the President's absence or disability; and
- (2) perform such additional duties as may be prescribed by the Fire Board.

c. **Secretary/Treasurer.** The Secretary/Treasurer shall:

- (1) countersign all checks after the same have been signed by the Fire Chief or Fire Board President, if checks have not been signed by both;
- (2) keep a correct and complete record of all of the proceedings of the Fire Board/Fire Commission meetings held pursuant to Section (F);
- (3) keep an accurate account in accordance with generally

accepted accounting practices (GAAP) of all monies received and disbursed;

- (4) provide a financial report to the Fire Board monthly or as requested by the Fire Board;
- (5) distribute agendas to members and media;
- (6) perform all general duties which are incidental to the offices of the Secretary/Treasurer subject to direction of the Fire Board/Fire Commission; and
- (7) be restricted from serving as a voting member of either the Fire Board or the Fire Commission, and from serving as an active member of the Lake Country Fire & Rescue or an elected official in any of the member Municipalities; and
- (8) handle administrative/financial affairs of the Lake Country Fire & Rescue and attend and take minutes at all meetings of the Fire Board and Fire Commission.

E. Compensation. No salary shall be paid to the Fire Board members either as officers or as members.

F. Meetings.

1. The Fire Board shall hold meetings as necessary at any one of the LCFR Fire Stations as determined by the President or at a place, and at a time, to be fixed by the Fire Board for transacting such business as may require their attention. Special meetings of the Fire Board may be held whenever called

by the Secretary/Treasurer upon direction of the President or upon written direction of three (3) members of the Fire Board or upon written direction of the Municipalities. The Clerks of the Municipalities shall be notified of any regular or special meetings at least seven (7) days prior to the same, except for any emergency special meeting, in which case the Clerks of the Municipalities shall be notified before such meetings are held. The Fire Board shall keep a written record of its proceedings, which shall be transmitted in a timely manner to all Municipalities, members of the Fire Board, Fire Commission and the Fire Chief.

2. Quorum. Eight (8) members present constitute a quorum if at least one (1) member from each community is present.
3. Eight (8) members must vote in favor of a motion for it to be adopted. At least one (1) member from each Municipality must vote in favor of the motion for it to be adopted.
4. The Fire Chief shall report to all Municipalities at a frequency determined by the Fire Board.
5. Notice. All meetings of the Fire Board shall be properly noticed as prescribed in Section 19.84 of the Wisconsin Statutes and, except as provided in Section 19.85 of the Wisconsin Statutes, all meetings of the Fire Board shall be open

to the general public.

6. Tele/Video conference Participation.

- a. Not more than two (2) members of the Fire Board may participate in a meeting of the Fire Board by telephonic or video means provided:
 - (1) the member is not otherwise able to attend the meeting in person;
 - (2) the member has access to all Fire Board packet materials provided by the Secretary/Treasurer;
 - (3) the member is able to hear all proceedings of the meeting;
 - (4) the other members of the Fire Board and the public (if not a closed session) are able to hear all telephonic comments of the member not physically present;
 - (5) the member of the Fire Board participating telephonically is able to exercise all the rights of any member of the Fire Board physically present and shall be counted as being present for a quorum under Article V. F. 2.
- b. If any Municipality is operating under a State of Emergency, in this case, the Fire Board as a whole may meet via telephonic or video conference in order to safely handle the affairs of the organization. All meetings conducted in this manner will be appropriately posted and a link to the phone in instructions / video conference bridge will be posted in the meeting notice.

G. Required Votes. Required votes shall be as set forth in Article V, Section F(3).

H. By-Laws. The Fire Board shall adopt rules, policies and by-laws as it deems necessary for its control, management, disbursement of funds, and governance and for the regulation of its business and proceedings which, after adoption by the Fire Board, shall be mailed to all member municipalities and shall become effective and operative sixty days after the date of mailing if no member municipality objects to the same. Amendments of the by-laws shall be adopted in the same manner.

I. Budget.

1. Fire Department Budget.

- a. The Fire Chief shall submit the proposed budget for the Fire Department (and the Fire Commission shall submit its proposed budget pursuant to Article VI, Section G not later than August 1 of each year to the Fire Board for the next fiscal year beginning January 1. Such budget shall set forth on a line by line basis the items of revenue and operating and capital expenditures of the Fire Department. Upon receipt of the same, a meeting or meetings shall be called by the Fire Board to discuss, amend, enlarge or reduce the various items of the proposed budget and to make final recommendation regarding the same. The Fire Board shall conduct budget workshops as needed during August of each year in addition to any special or regular meetings called to formulate a budget. In the event the Fire Chief does not submit a budget by August 1, then the Fire Board shall prepare the same.
- b. The budget will include a preliminary cost for the employer contribution to health insurance. Once the Employee Trust Fund

(ETF) announces insurance rates for the coming year, the budget will be adjusted accordingly.

- c. LCFR's budget may only increase in a manner that allows its owner Municipalities to increase their levy in accordance to Wisconsin State Statute 66.0602 (3)(b)(h) 2. a. which states that the total charges assessed by the Fire Department for the current year increase, relative to the total charges assessed by the Fire Department for the previous year, by a percentage that is less than or equal to the percentage change in the U.S. consumer price index for all urban consumers, U.S. city average, as determined by the U.S. department of labor, for the 12 months ending on September 30 of the year of the levy, plus 2 percent.
- d. For the particular purpose of presenting the proposed budget and for the additional purpose of acting as an advisor to the Fire Board, the Fire Chief or his/her designee, shall serve as the only representative of the Fire Department membership, and all requests, suggestions, advice and problems shall be presented to the Fire Board by the Fire Chief or his/her designee who shall in all respects represent the Fire Department membership. The Fire Chief and/or his/her designee(s) shall be the sole representative(s) of the Fire Department to the Fire Board for the purposes of presenting and discussing the budget.
- e. Operations Financing Formula (Distribution of Costs).
 - (1) Each Municipality's annual financial contribution to the Fire Department's operating budget shall be based on the

following:

- A. Fixed Portion will be sixty-five percent (65%) of the departments operating budget and will be funded based on the following.
- Nashotah – six percent (6%)
 - Chenequa – six percent (6%)
 - Wales – five percent (5%)
 - Genesee – thirteen percent (13%)
 - City of Delafield – forty six percent (46%)
 - Town of Delafield – twenty-point five percent (20.5%)
 - Oconomowoc Lake – three-point five percent (3.5%)
- B. Formula Portion will be the remaining thirty-five percent (35%) of the budget and will be and based on the following formula Calculations:
- i. Call Volume: Thirty-three point three three three percent (33.333%), of the total formula budget contribution shall be shared among the Municipalities in proportion to each Municipality's percentage share of call volume. The call volume figure used in this calculation shall be the average of

each Municipality's total calls for service over the most recent three years, except for the phase-in period, as further described in sub.3, below. Call Volume will include calls within the municipal limits and will not include contract intercept or transport calls outside the Municipalities. Call volume is assigned to the Municipality in which the call for service originated, without regard to where the personnel responding are stationed.

- ii. Population: Thirty-three point three three three percent (33.333%) of the total budget contribution shall be shared among the Municipalities in proportion to each municipality's percentage share of the total Population of all the Municipalities. The population figure used in this calculation shall be the average of Each Municipality's total population over the most Recent three years, except for the phase-in period, as Further described in sub. 3, below. The population figures used in this calculation shall be as determined by the State of Wisconsin Department of Administration Demographics Service Center (or any successor).

iii. Equalized Value of Improvements: Thirty-three point three three three percent (33.333%) of the total budget contribution shall be shared among the Municipalities in proportion to each Municipality's percentage share of the total equalized valuation of all the Municipalities, as determined by the State of Wisconsin Department of Revenue. The equalized value used in this calculation shall be the average of each Municipality's total equalized value over the most recent three years, except for the phase-in Period, as further described in sub.3, below.

C. The calculating spreadsheet illustrating this formula is attached hereto and incorporated herein as Exhibit B.

f. Capital Equipment Financing Formula (Distribution of Costs).

Each Municipality's annual financial contribution to the Fire Department's capital budget shall be based on the following:

- (1) The Village of Chenequa shall pay six percent (6%) of the cost of capital equipment.
- (2) The Village of Nashotah shall pay seven percent (7%) of the cost of capital equipment.
- (3) The City of Delafield shall pay forty one percent (41%) of the cost of capital equipment.
- (4) The Village of Wales shall pay five percent (5%) of the cost

of capital equipment.

(5) The Town of Delafield shall pay twenty four percent (24%) of the cost of capital equipment.

(6) The Town of Genesee shall pay thirteen percent (13%) of the cost of capital equipment

(7) The Village of Oconomowoc Lake shall pay four percent (4%) of the cost of capital equipment

(8) Capital Equipment shall be defined as equipment acquired by Lake Country Fire & Rescue which has a minimum individual value of \$5,000, or when purchased in multiples, exceeds the minimum value. Capital Equipment must have a minimum useful life of ten (10) years. The purpose of this classification is to allow the aggregate of multiple units of equipment to be considered together for pricing and convenience and priced as one expense.

7. The Fire Board shall submit a budget to the Municipalities no later than September 1st and if the Fire Board fails to do so, the budget, as submitted by the Fire Chief and the Fire Commission, shall be submitted to the Municipalities. The budget shall then be reviewed by a joint meeting of the Fire Board, the Municipalities, Fire Commission, and the Fire Chief or his/her designee for the purpose of discussing and considering said budget, including any reductions thereof or additions thereto prior to the adoption thereof by the Municipalities. Said joint

meeting shall be held between September 1 and September 15 each year to allow time to obtain necessary budgetary information, such as health care premium rates, population, and equalized values to permit the completion of the budget for presentation. The Fire Board shall not have elective or taxing powers. All funding and expenditures in the budget must be authorized and approved by the Municipalities. A final budget shall be adopted by the Municipalities no later than December 1 as part of the regular municipal budgeting process of each year. If the Municipalities do not adopt identical budgets for the Fire Board for the upcoming year by December 1 of each year, the current budget, less amounts budgeted specially in the current budget for capital expenditures, approved by the Municipalities shall be deemed to be adopted by the Municipalities for the next calendar year.

J. Expenditures. The Fire Chief is responsible for administering the annual budget for the LCFR and shall be accountable to the Fire Board for same. The Fire Chief shall present an itemized list of all invoices to be paid each month. LCFR shall not pay any invoice until approved by the Fire Board, unless otherwise authorized in the Fire Board rules, and which are in accordance with the annual budget approved by the governing bodies. Notwithstanding the foregoing, at no time may the Fire Chief or Fire Board or Fire Commission total spending exceed, by any amount, the total budget, except by unanimous prior approval of the member Municipalities. The Fire Board is authorized to amend the budget to recognize additional unbudgeted revenue to pay additional unbudgeted expenses by a 2/3 vote of the entire membership with at least 1 rep from each municipality voting in favor of the amendment as long as the amendment in no way requires additional financial contribution from the member Municipalities. The Fire

Chief shall report such amendments to the member Municipalities.

K. Property, Equipment and Supplies. The Fire Board shall have the power to purchase, lease, sell and dispose of all of the property, equipment, apparatus and supplies of the Fire Department, as authorized in the approved budget or as set forth in Article XI. Sale of equipment owned by Municipalities is subject to Article VIII.

L. Lease Agreement. The Fire Board shall have the power to enter lease agreements on such terms as the Fire Board shall determine, with the prior approval of the Municipalities.

M. Assessment of Costs to End Users. The Fire Chief under the direction of the Fire Board shall have authority to bill end users for all assessments of costs of fire and rescue services, fire inspections, ambulance, paramedic intercept, and any other services performed by the Fire Department and shall be responsible for collecting the same. General policies regarding costs for such services shall be established in the rules, policies and/or by-laws of the Fire Board. The Fire Board shall be responsible for hearing and determining appeals of aggrieved persons respecting assessment of costs of such services. The Municipalities agree, upon request of the Fire Board, after reasonable attempts to collect the same by the Fire Board, to place on their respective tax rolls as special charges pursuant to Section 66.0627, Wis. Stats., all costs as determined by the Fire Board. Any monies collected hereunder shall be remitted to the Fire Board within forty-five (45) days of receipt of the same. Further, any monies collected under this section shall be shown as revenue of the Fire Board in the budget.

N. Insurance. The Fire Board shall at all times keep in full force and effect insurance for replacement value of the equipment and the participating Municipalities shall be named as additional insureds affording them full protection (less reasonable deductibles) against claims, casualties, losses, and liabilities occurring in operation of the Fire Department, Fire Commission,

and Fire Board, including insurance for the equipment referenced in Article IX as required by the leases contemplated therein, and provide the participating Municipalities with copies of the same.

O. Audit. The Fire Board shall have a financial audit performed on an annual basis by an independent certified public accountant (or firm of certified public accountants.) The results of the audit must be transmitted to the Municipalities no later than August 15 of each year for the preceding fiscal year.

P. Excess Funds.

1. Surplus Funds – All budgeted funds which are not spent prior to the end of the year shall be retained by the Fire Department. These surplus funds shall be shown on the annual budget request, and in the budget approved by the Fire Board. Surplus Funds may, upon approval of the Fire Board, be used to fund shortfalls in current or future budgets, fund reserve accounts, or to fund capital equipment purchases. Upon termination of the Fire Department, all surplus funds shall be returned to the participating Municipality in accordance with the current year's financing formula.
2. Capital Equipment Fund – All proposed capital equipment expenditures included in the budget, and which are not spent prior to the end of the year, shall be retained by the Fire Department. These remaining budgeted funds shall be shown on the annual budget request as a fund reserve set aside for capital equipment purchases. The reserve fund may, upon approval of the Municipalities, be used to fund shortfalls in capital equipment purchases identified in any current or future budget. Upon termination of the Fire Department, the capital equipment fund shall be returned to the participating

Municipality in accordance with the capital equipment financing formula provided in this agreement.

3. Contingency Fund Line Item – The budget shall include a contingency fund, which funds in addition to the surplus funds, may be used by the Fire Department to fund shortfalls in current budgets. Any unspent contingency funds at the end of the year should be deemed surplus funds.

4. The Municipalities shall retain any and all monies received from the State and/or Federal Government for any purposes (except as set forth below).

All other fire and paramedic programs as authorized by the Fire Board upon which monies are received (including charges to end users, fire dues, grants, and monies received from the State of Wisconsin for a highway call) shall go directly to the Fire Board. Funds may be used to fund shortfalls in future budgets or for capital purchases and shall be shown as revenue of the Fire Department in the budget.

Q. Legal Advice/Legal Fees. The Fire Board shall retain its own attorney-

R. Loans/Lines of Credit. Subject to the remaining provisions of this Section R, the Fire Board shall have the power to borrow funds by entering into loans or other municipal obligations, including but not limited to lines of credit.

1. The funds borrowed by the Fire Board shall only be available to finance the operation of the Fire Department, including but not limited to payroll and the purchases of supplies used by the Fire Department. In no event shall the funds borrowed by the Fire Board be available to finance purchases of capital equipment

2. In the event of a default, each Municipality shall be liable for amounts payable under the loan in proportion to the then current year Financing Formula percentages set forth in Article V, Section I (1) (e).
3. All loans or other municipal obligations, including lines of credit, entered into by the Fire Board pursuant to this Section R must be approved in advance by the Municipalities. The Fire Board shall submit a written document to the Municipalities stating the amount of the proposed loan, the reason the Fire Board is seeking a loan, the options available to the Fire Board to resolve the issue necessitating the need for the loan (such as obtaining the proposed loan, obtaining an advance on the following year's budget from each of the Municipalities, or additional funding by each of the Municipalities for the year in question), and timing issues relating to the proposed loan. R(3) This section does not apply to the renewal of established and previously approved lines of credit.

ARTICLE VI: FIRE COMMISSION

A. Duties. The Fire Commission shall have the duties as set forth by Section 62.13 of the Wisconsin Statutes, excluding the optional powers as set forth in Section 62.13(6), Wis. Stats. Therefore, the Fire Commission shall have responsibility for approval of appointments and discipline, to the extent described in 62.13, Wis. Stats excluding 62.13(6) Wis. Stats. The Fire Commission shall not have responsibility for overseeing the budgeting or operation of the Fire Department, which is the general duty of the Fire Board.

B. Composition. The Fire Commission shall be composed of fourteen (14) Commissioners. The Mayor, Village President and Town Chairperson, from each Municipality shall appoint two (2) members. The members so appointed will be residents of that Municipality. The members shall not be members of the Fire Board, Fire Department in any capacity, nor elected officials of the Municipalities. The members so appointed may also serve on the Municipality's Police Commission.

C. Terms The terms of the initial voting members shall commence immediately upon appointment, following full execution of this Intermunicipal Agreement. One appointed Commission member seat from each community shall end on April 30, the even years and the other appointed Commission member seat from each community shall end on April 30, the odd years. In the event that an expired seat is not filled by a municipality, the current Fire Commission member shall remain in place until an appointment is made.

1. Subsequent terms. Following the initial appointments, the terms of all Fire Commission members upon appointment shall be for two (2) years commencing on May 1. Each Municipality is responsible for notifying the Fire Department of changes to the Board no later than two weeks prior to the end of

a current Fire Commission member's term.

2. Unfilled vacancies. When a Fire Commission member resigns or is removed from his/her membership on the Fire Commission as outlined in Section 17.12 or 17.13, Wis. Stats., or other applicable laws. The affected Village President, Town Chairperson, or City Mayor shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new commission member is appointed to fill a vacancy.

D. Officers. Election and duties of officers. At its first meeting after its creation and thereafter at its first meeting after May 1 each year, the Fire Commission shall choose from its members a Chairperson to preside at its meetings and a Vice Chairperson to act in the absence of the Chairperson. The Secretary/Treasurer employed by the Fire Board shall serve as Secretary/Treasurer of the Fire Commission, and shall keep a correct and complete record of all proceedings of the Fire Commission.

E. Meetings.

1. Regular and Special. The Fire Commission shall not hold regular meetings. The Fire Commission shall hold special meetings at the call of a Municipality, Fire Commission Chairperson, Fire Commission Vice Chairperson, Fire Chief or Assistant Fire Chief. The Clerks of the Municipalities and Secretary/Treasurer of the Fire Board shall be notified of any special meeting before such meeting is held. The Fire Commission shall keep a written record of its proceedings, which shall be transmitted in a timely manner to the

Municipalities and Fire Board.

2. Quorum. Eight (8) members present constitute a quorum as long as at least one (1) member from each Municipality is present.
3. Eight (8) members must vote in favor of a motion for it to be adopted. At least one (1) member from each Municipality must vote in favor of the motion for it to be adopted.
4. Notice. All meetings of the Fire Commission shall be properly noticed as prescribed in Section 19.84 of the Wisconsin Statutes and, except as provided in Section 19.85 of the Wisconsin Statutes, all meetings of the Fire Commission shall be open to the general public.

F. Required Votes. Required votes shall be as set forth in Article VI, Section E(3).

G. Hiring.

1. Fire Chief. The appointment of the Fire Chief shall be made by the Fire Commission.
2. Assistant Fire Chief. The Fire Chief may select an Assistant Fire Chief. The selection of the Assistant Chief is subject to approval of the Fire Commission.
3. Deputy Chief. The Fire Chief may select a minimum of three Deputy Chiefs. The selection of the Deputy Chiefs is subject to approval by the Fire Commission.
4. Captains. The Fire Chief may select captains for each station, subject to approval by the Fire Commission.

5. Lieutenants. The Fire Chief may select Lieutenants for each station, subject to the approval by the Fire Commission.
6. Appointments and Promotions. The Fire Chief shall appoint subordinates subject to approval by the Fire Commission.

H. Disciplinary Actions Against Members. The Fire Commission shall be responsible for hearing and determining disciplinary actions against the Fire Chief and subordinates of the Fire Department pursuant to Section 62.13 of the Wisconsin Statutes.

I. Bylaws. The Fire Commission shall adopt rules, policies and bylaws as it deems necessary for its operation, for its business and proceedings. These, after adoption by the Fire Commission, shall be mailed to all member municipalities and shall become effective and operative sixty days after the date of mailing if no member municipality objects to the same. Amendments of the same shall be adopted in the same manner.

J. Compensation. No salary shall be paid to the Fire Commission members.

K. Legal Advice/Legal Fees. The Fire Commission shall retain its own attorney.

ARTICLE VII: PAYMENT OF BUDGETED EXPENSES

Budgeted expenses of the Fire Board, Fire Commission and Fire Department shall be invoiced to the municipalities by December 10th of each year. The Operational Budget Expense shall be invoiced separate from the Capital Expense and be paid as follows: Operating Budget Contribution of ten percent (10%) of the monies owed by each Municipality, as shown in the adopted budget, shall be remitted to the Fire Board on or before January 10 and the balance on or before February 10 of each year. All Capital Contribution monies owed by each Municipality, as shown in the adopted budget, shall be remitted to the Fire Board on or before February 1 of each year.

If a participating Municipality fails to make all or any portion of any payment required under this Agreement in a timely manner, such Municipality shall remit to the Fire Board interest at the rate of one percent (1%) per month or any fraction of a month on the outstanding balance due.

Expenses that exceed the budget, as authorized herein, shall be paid within thirty days of billings.

ARTICLE VIII: OWNERSHIP OF EQUIPMENT

All equipment existing at the time this agreement is adopted, shall remain the property of LCFR or the current municipal owner until such time as it is replaced by LCFR. The attached spreadsheet illustrates the capital equipment ownership and is attached hereto and incorporated herein as Exhibit C. When equipment that was purchased pre consolidation is sold, the funds are returned to the original owner as set forth in Exhibit C. If equipment owned by an agency other than LCFR and insured by the LCFR is damaged or irreparable and is disposed of, the Fire Department shall reimburse the Municipality fair market value for the equipment prior to the damage occurring as determined by a competent appraiser appointed by the Fire Board, even though insurance may cover total replacement cost. Any new equipment purchased as a replacement shall be owned by the Fire Department with all Municipalities contributing their share using the funding formula.

Fire Department equipment and apparatus purchased during the term of this agreement shall be owned by the Fire Department with all Municipalities as tenants in common, with each Municipality's share of ownership being equal to the percentage paid, respectively, of the total price paid by the owner Municipalities. The Fire Board shall keep records showing the date and cost of each purchase of each piece of equipment and apparatus used by the Fire Department subsequent to the date of entering this intermunicipal agreement, and the amounts paid therefore by each Municipality.

The Municipalities shall lease all such equipment and apparatus to the Fire Board at the cost of \$1.00 per year, and the Fire Board shall be responsible to maintain, repair, insure, use and control all such equipment and apparatus. No equipment or apparatus shall be sold by the Fire Board without the prior approval of the Municipalities.

Although Municipalities will retain ownership of current equipment, the Fire Department will be responsible for their maintenance as stated above.

ARTICLE IX: FIRE STATIONS

The Fire Board and Fire Department shall keep the firefighting equipment in the fire stations as determined by the Fire Chief. Leases shall be entered into between the Fire Board and the Municipalities for the use of the space now occupied by the Fire Department until or unless the Fire Board determines otherwise. The initial rent under such leases shall be one dollar (\$1.00) per year per station until or unless the Fire Board determines otherwise. Maintenance and utility costs of any municipal owned buildings shall be paid by the Municipality that owns it. It is not the intention of this agreement to address the building of any new facilities. Substantial modifications and additions to current buildings that are chosen to be undertaken by any of the participating Municipalities will be paid for by the individual Municipality that owns it. Possible examples being if the City of Delafield builds a new station, it will be at their cost. Or if the Nashotah Village Board determines the Nashotah Fire Station needs to be remodeled to accommodate sleeping quarters, it will be at the Village of Nashotah's cost.

At the onset of this agreement, the City of Delafield, the Village of Wales and the Towns of Delafield and Genesee have installed vehicle exhaust systems in their Fire Stations, at the expense of their municipalities. If the installation of an exhaust system is required in the future for any other LCFR Fire Station, the municipal owner of the building would be responsible for the cost. LCFR is responsible for the ongoing maintenance and the potential replacement of installed vehicle exhaust systems in LCFR leased buildings.

Examples of more building maintenance items are attached in Exhibit D. A list of Fire Stations can be found in Exhibit E to this Agreement.

ARTICLE X: AMENDMENTS

A. The Municipalities may alter, amend and/or rescind all or any of the provisions of this Intermunicipal Agreement, however, such changes shall not take effect until approved by all of the Municipalities. Amendments to this Agreement may be proposed by any member of the Fire Board to their respective municipality.

B. The amendment may be adopted by each Municipality individually and without corresponding signatures from the other Municipalities. This amendment shall take effect upon adoption by the governing bodies of all Municipalities and submission of a certified copy of the same to the Secretary/Treasurer of the Fire Board.

1. The submission of a duplicate original from a Municipality shall have equal validity as a signed amendment on a single legal instrument.



ARTICLE XI: TERMINATION

A. Initial Term. This agreement shall take effect upon the effective date stated herein after the adoption by the governing body of each Municipality and shall remain in effect for a minimum of seven (7) years. After the expiration of the initial five (5) year period, any Municipality wishing to withdraw from this Agreement may do so on at least two (2) years written notice addressed to the clerk of each of the other Municipalities, provided however, that no such notice be given until expiration of the initial five (5) year period.

B. Termination. This Agreement may be terminated at any time by the written consent of all Municipalities or after the Initial Term upon the withdrawal of any Municipality, provided that this Agreement and the Joint Fire Commission and Fire Board shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to terminate the affairs of the Lake Country Fire & Rescue.

C. Disposal of Capital Equipment. In the event of the termination of this agreement, the Fire Board shall cause all of the capital equipment it owns and the capital equipment owned as tenants in common by the participating Municipalities used by the Fire Department, to be appraised by competent appraisers, and the Fire Board is authorized to sell such capital equipment to the replacement entity(s) or the Municipalities at the appraised

value provided, however, that if more than one of the aforementioned desires to purchase a particular piece of capital equipment, it shall be sold to the highest aforementioned bidder. Sale proceeds shall be distributed using the Capital Equipment Financing Formula calculation. Any piece of capital equipment owned by the participating Municipality shall be returned to that Municipality. Failing to dispose of such capital equipment to the replacement entity(s) or the Municipalities, the Fire Board is authorized to sell or dispose of the remaining capital equipment at the best price obtainable. Sale of the capital equipment may not commence prior to four (4) months before the Dissolution Date. No delivery of any capital equipment to the purchasing party may occur until the Dissolution Date.

D. Disposal of Remaining Funds. In the event of termination of this agreement, the Fire Board shall dispose of all remaining property as it sees fit and shall pay all outstanding liabilities and obligations. All remaining funds of the Fire Board shall be divided between and paid to the Municipalities in proportion to the then current year Financing Formula percentages set forth in Articles V, Section I(1)(e). In the event that the remaining funds of the Fire Board are insufficient to pay all outstanding liabilities and obligations of the Fire Board the balance due on owing by the Fire Board shall be divided between and paid by the Municipalities in proportion to the then current year financing formula percentages set forth in Article X, Section I(1)(e).

E. Dissolution. The Fire Department, Fire Board, and Fire Commission shall be dissolved on the Dissolution Date, as follows. Upon completion of all termination duties described in this Article XI, including but not limited to disposal of capital equipment and disposal of remaining funds, the Fire Board shall notify the Municipalities in writing that its work is complete, and the date of such notice shall be the Dissolution Date.

ARTICLE XII: ADDITIONAL PROVISIONS

A. Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall be beneficial to all of the parties hereto and their permitted assigns. No party to this Agreement may assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of the other parties, which consent cannot be unreasonably withheld.

B. Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms or intent of any provision of this Agreement. All defined phrases, pronouns, and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the actual identity of the organization, person, or persons may require. No provision of this Agreement shall be construed against any party hereto by reason of the extent to which such party or its counsel participated in the drafting hereof.

C. Choice of Law and Severability. This Agreement shall be construed in accordance with the internal laws of Wisconsin. If any provision of this Agreement shall be contrary to the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

D. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto regarding the terms and operations of the Fire Department, Fire Board, and Fire Commission, except for any amendments to this Agreement adopted in accordance with Article X hereof. This Agreement supersedes all prior and contemporaneous agreements, statements,

understandings, and representations of the parties regarding the terms and conditions of the Fire Board, Fire Commission, and Fire Department, except as provided in the preceding sentence. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

E. Notices. All notices, requests, consents, or other communication provided for in or to be given under this Agreement shall be in writing, may be delivered in person, by facsimile transmission, by overnight courier, or by mail, and shall be deemed to have been duly given and to have become effective (1) one day after having been delivered in person, or by email or facsimile, (1) one day after having been delivered to an overnight courier, or (3) three days after having been deposited in the mails as certified or registered mail, all fees prepaid, directed to the parties or their assignees at the following addresses (or at such other address as shall be given in writing by a party hereto): Village Clerk, Village of Chenequa, 31275 W. Hwy K, Chenequa, Wisconsin, 53029; with a copy to the Village President, Village Administrator, and Village Attorney; and Village Clerk, Village of Nashotah, PO Box 123, Nashotah, Wisconsin 53058; with a copy to the Village President and Village Attorney; City Clerk, City of Delafield, 500 Genesee Street, Delafield, Wisconsin, 53018; with a copy to the Mayor, City Administrator, and City Attorney. Town of Genesee, PO Box 242 Genesee Depot, WI 53127; with a copy to the Town Chairperson, Town Attorney, Town Clerk and Town Administrator. Village of Wales, 129 W Main Street, Wales WI 53183; with a copy to the Village President, Village Clerk and Village Attorney. Town of Delafield, W302N1254 Maple Avenue Delafield, WI 53018; with a copy to the Town Chairperson, Town Attorney, Town Clerk and Town Administrator. Village of Oconomowoc Lake, 35328 W Pabst Road, Oconomowoc WI 53066, with a copy to the Village President, Village Attorney,

Village Clerk and Village Administrator.

E. Expenses. Except as otherwise specifically provided in this Agreement, the parties shall pay their respective expenses and costs incurred or to be incurred in negotiating and carrying out the terms of this Agreement, including without limitation all of their respective attorneys' fees.

ARTICLE XIII: ADOPTION OF ORDINANCE

The Municipalities will repeal any respective ordinances creating the heretofore existing fire departments serving such Municipalities and adopt this Intermunicipal Agreement as an ordinance for purposes of creating the Lake Country Fire & Rescue, Lake Country Fire Board, and Lake Country Fire Commission.

ARTICLE XIV: EFFECTIVE DATE

This agreement is effective immediately upon full execution of the parties, subject to the following. The Fire Department described herein shall be in existence with full authority at 12:01:01 a.m. on January 1, 2021. The Fire Board described herein shall be in existence with full authority immediately upon full execution of this agreement, following the appointment of the Fire Board as described herein. The Fire Commission described herein shall be in existence immediately upon full execution of this agreement, following the appointment of the Fire Commission as described herein, for the limited purpose of preparing for timely full implementation, and shall have full authority at 12:01:01 a.m. on January 1, 2021.

[signatures on following pages]

Dated this _____ day of _____, 2020

VILLAGE OF CHENEQUA

Jo Ann F. Villavicencio, Village President

Attest

Pamela Little, Village Clerk/Treasurer

Dated this _____ day of _____, 2020

VILLAGE OF NASHOTAH

Rich Lartz, Village President

Attest

Cynthia Pfeifer, Village Administrative Director/Clerk/Treasurer

Dated this _____ day of _____, 2020

VILLAGE OF OCONOMOWOC LAKE

Michael, Bickler, Village President

Attest

Katelyn Vaughn, Village Clerk/Deputy Treasurer

Dated this _____ day of _____, 2020

VILLAGE OF WALES

Jeffery Flaws, Village President

Attest

Gail Tamez, Village Clerk/Treasurer

Dated this _____ day of _____, 2020

TOWN OF DELAFIELD

Ron Troy, Town Chair

Attest

Dan Green, Town Administrator/Clerk/Treasurer

Dated this _____ day of _____, 2020

TOWN OF GENESEE

Sharon Leair, Town Chair

Attest

Meri Majeskie, Town Clerk


Dated this _____ day of _____, 2020

CITY OF DELAFIELD

Kent Attwell, Mayor


Attest

Michelle Luedtke, City Clerk

 The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. **NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, contact ETF at www.etf.wi.gov. For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/glossary/essential-health-benefits/> or call 1-877-533-5020 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible ?	\$ 1,500 Individual / \$3,000 Family Combined medical and prescription drug deductible .	You must pay all the costs up to the deductible amount before the policy begins to pay for covered services you use, with the exception of federally required preventive services. The deductible starts over with each plan year beginning January 1 st . For family coverage, the full family deductible must be met. See the chart starting on page 2 for your costs for services this plan covers.
Are there services covered before you meet your deductible ?	Yes. Preventive care and primary care services are covered before you meet your deductible .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	There are no other deductibles .
What is the out-of-pocket limit for this plan ?	\$2,500 Individual / \$5,000 Family Combined medical and prescription drug out-of-pocket limit .	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses. The federal maximum out-of-pocket is \$8,150 person/\$16,300 family. This applies to all essential health benefits. See https://www.healthcare.gov/glossary/essential-healthbenefits/ for details.
What is not included in the out-of-pocket limit ?	Coinsurance paid by adults for hearing aids, premiums and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See http://www.prevea360.com/About-Prevea360-Health-Plan/Find-a-Prevea360-Provider-Doctor.aspx or call 1-877-230-7555 (TTY: 711) for a list of network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Do you need a referral to see a specialist ?	No, you don't need a referral to see a specialist	You can see the specialist you choose without permission from the health plan. However, you should get a referral to an orthopedist or neurosurgeon for low back pain.
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 All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay /visit after deductible	Not covered	Additional services (e.g. labs, x-rays, etc.) during the visit are subject to applicable coinsurance .
	Specialist visit	\$25 copay /visit after deductible	Not covered unless prior authorized	Additional services (e.g. labs, x-rays, etc.) during the visit are subject to applicable coinsurance .
	Other practitioner office visit	\$15 copay /visit after deductible (includes chiropractic visits)	No covered	Maintenance care and acupuncture not covered. Additional services (e.g. labs, x-rays, etc.) during the visit are subject to applicable coinsurance .
	Preventive care/screening/immunization	After deductible \$15 primary care visit copay and 10% coinsurance for related services.	Not covered	Full coverage if required by federal law. For details, visit: https://www.healthcare.gov/preventive-care-benefits/
If you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance after deductible	Not covered	Full coverage if required by federal law.
	Imaging (CT/PET scans, MRIs)	10% coinsurance after deductible	Not covered	Prior approval required or benefits not payable.

* For more information about limitations and exceptions, see the plan or policy document at www.etf.wi.gov

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<p>If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.navitus.com</p>	Level 1: Preferred generic drugs and certain lower cost preferred brand name drugs	\$5/prescription after deductible. (2 copays apply to certain 90-day supply mail orders)	Not covered	In-network covers most up to a 30-day supply (90-day for certain prescriptions) retail and mail order. Out-of-network care allowed but if your ID card is not used, you will pay more than the copay. Full coverage if required by federal law.
	Level 2: Preferred brand drugs and certain higher cost preferred generic drugs	20% coinsurance (\$50 max) per prescription after deductible (2 copays apply to certain 90-day supply mail order)	Not covered	In-network covers most up to a 30-day supply (90-day for certain prescriptions) retail and mail order. Out-of-network care allowed but if your ID card is not used, you will pay more than the copay. Full coverage if required by federal law.
	Level 3: Non-preferred brand name and certain high cost generic drugs	40% coinsurance (\$150 max) per prescription after deductible. Member must pay the cost difference between the non-preferred brand drug and the preferred generic equivalent drug if not medically necessary.	Not covered	Federal out-of-pocket limit applies. Out-of-network care allowed, but if your ID card is not used, you will pay more than the copay. Full coverage if required by federal law.
	Level 4: Specialty drugs at preferred specialty pharmacy provider	\$50 copay per prescription after deductible for preferred drugs 40% coinsurance (\$200 max) per prescription after deductible for non-preferred drugs	Not covered	Out-of-network care allowed but if your ID card is not used, you will pay more than the copay. Full coverage if required by federal law.
	Level 4: Specialty drugs at non-participating pharmacy provider	40% coinsurance (\$200 max) per prescription after deductible for		

* For more information about limitations and exceptions, see the plan or policy document at www.etf.wi.gov

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		preferred and non-preferred drugs		
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance after deductible	Not covered	----- NONE -----
	Physician/surgeon fees	\$15 copay for primary doctor office visit after deductible \$25 copay for specialist office visit after deductible	Not covered	Additional services provided (e.g. costs of surgery, equipment, etc.) are subject to applicable deductible and coinsurance. Prior approval required for low back surgeries and MRI, CT and PET scans.
If you need immediate medical attention	Emergency room care	\$75 copay after deductible	\$75 copay after deductible	Copay is waived if admitted.
	Emergency medical transportation	10% coinsurance after deductible	10% coinsurance after deductible	-----NONE-----
	Urgent care	\$25 copay/visit after deductible	\$25 copay/visit after deductible	Additional services (e.g. labs, x-rays, etc.) during the visit are subject to applicable deductibles and coinsurance.
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance after deductible	Not covered	Prior approval recommended
	Physician/surgeon fees	10% coinsurance after deductible	Not covered	Prior approval required for low back surgeries and MRI, CT and PET scans
If you need mental health, behavioral health, or substance abuse services	Mental/Behavioral health outpatient services	\$15 copay/visit after deductible	Not covered	-----NONE-----
	Mental/Behavioral health inpatient services	10% coinsurance after deductible	Not covered	-----NONE-----
	Substance use disorder outpatient services	\$15 copay/visit after deductible	Not covered	-----NONE-----
	Substance use disorder inpatient services	10% coinsurance after deductible	Not covered	-----NONE-----
If you are pregnant	Office visits	\$15 copay/visit after deductible	Not covered	Deductible and 10% coinsurance apply if prenatal and/or postnatal care billed as a package. Full coverage if required by federal law.

* For more information about limitations and exceptions, see the plan or policy document at www.etf.wi.gov

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Childbirth/delivery professional services	10% coinsurance after deductible	Not covered	-----NONE-----
	Childbirth/delivery facility services	10% coinsurance after deductible	Not covered	-----NONE-----
If you need help recovering or have other special health needs	Home health care	10% coinsurance after deductible	Not covered	Limited to 50 visits per year. Plan may approve 50 more per year.
	Rehabilitation services	\$15 copay/visit after deductible	Not covered	Physical, speech and occupational therapy limited to 50 visits per year, combined rehabilitation and habilitation services. Plan may approve 50 more per year.
	Habilitation services	\$15 copay/visit after deductible	Not covered	Physical, speech and occupational therapy limited to 50 visits per year, combined rehabilitation and habilitation services. Plan may approve 50 more per year.
	Skilled nursing care	10% coinsurance after deductible	Not covered	Facility coverage is limited to 120 days per benefit period.
	Durable medical equipment	20% coinsurance after deductible (child's hearing aids 10%)	Not covered	Hearing aids (adults) plan maximum payment \$1,000 per ear every 3 years.
	Hospice services	10% coinsurance after deductible	Not covered	-----NONE-----
If your child needs dental or eye care	Children's eye exam	\$25 copay after deductible	Not covered	Limited to one per individual per year. Contact lens fitting not covered. Full coverage if required by federal law.
	Children's glasses	Not covered	Not covered	Excluded service.
	Children's dental check-up	Not covered	Not covered	Excluded service.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> • Acupuncture • Cosmetic surgery • Dental Cleanings 	<ul style="list-style-type: none"> • Infertility treatment • Long-term care • Non-emergency care when traveling outside US 	<ul style="list-style-type: none"> • Private duty nursing • Routine foot care

* For more information about limitations and exceptions, see the plan or policy document at www.etf.wi.gov

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Bariatric surgery and weight loss services for participants with a body mass index of 35 or greater
- Vaccines at in-network retail pharmacies
- Hearing aids
- Telemedicine
- Telehealth
- Dental care, limited to certain oral surgical services and treatment of injuries
- Routine eye care, limited to one eye exam per calendar year by a plan provider
- E-visit services
- Chiropractic care

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Prevea360 Health Plan at 1-877-230-7555 (TTY: 711) or TTY 711 or ETF at 1-877-533-5020 or www.etf.wi.gov.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-230-7555 (TTY: 711).

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-877-230-7555 (TTY: 711).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-877-230-7555 (TTY: 711)。

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-877-230-7555 (TTY: 711).

ال لغوية المساعدة خدمات ف إن، ال لغة اذكر ت تحدث ك نت إذا: ملحوظة 1-877-230-7555 (رقم
ب رقم ات صل ب المجان لك ت توافر وال بكم ال صم هاتف (TTY: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-877-230-7555 (TTY: 711).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-877-230-7555 (TTY: 711).번으로 전화해 주십시오.

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-877-230-7555 (TTY: 711).

Wann du [Deutsch (Pennsylvania German / Dutch)] schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: 1-877-230-7555 (TTY: 711).

ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-877-230-7555 (TTY: 711).

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-877-230-7555 (TTY: 711).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-877-230-7555 (TTY: 711).

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-877-230-7555 (TTY: 711) पर कॉल करें।

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-877-230-7555 (TTY: 711).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-877-230-7555 (TTY: 711).

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The [plan's](#) overall [deductible](#) \$1500
- [Specialist copayment](#) \$25
- Hospital (facility) [coinsurance](#) 10%
- Other [coinsurance](#) 10%

This EXAMPLE event includes services like:
 Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost	\$12,731
---------------------------	-----------------

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$1,500
Copayments	\$30
Coinsurance	\$1,000
<i>What isn't covered</i>	
Limits or exclusions	\$10
The total Peg would pay is	\$2,540

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The [plan's](#) overall [deductible](#) \$1500
- [Specialist copayment](#) \$25
- Hospital (facility) [coinsurance](#) 10%
- Other [coinsurance](#) 10%

This EXAMPLE event includes services like:
 Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,389
---------------------------	----------------

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$1,500
Copayments	\$200
Coinsurance	\$800
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Joe would pay is	\$2,500

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The [plan's](#) overall [deductible](#) \$1500
- [Specialist copayment](#) \$25
- Hospital (facility) [coinsurance](#) 10%
- Other [coinsurance](#) 10%

This EXAMPLE event includes services like:
 Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,925
---------------------------	----------------

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$1,500
Copayments	\$60
Coinsurance	\$10
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,570

Language Assistance

English - ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-877-317-2410 (TTY: 711).

Hmong - LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-877-317-2410 (TTY: 711).

Tagalog - PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-877-317-2410 (TTY: 711).

Gujarati - સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-877-317-2410 (TTY: 711).

Hindi - ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-877-317-2410 (TTY: 711) पर कॉल करें।

Spanish - ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-317-2410 (TTY: 711).

Polish - UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-877-317-2410 (TTY: 711).

Korean - 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-877-317-2410 (TTY: 711)번으로 전화해 주십시오.

Russian - ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-877-317-2410 (телетайп: 711).

French - ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-877-317-2410 (ATS : 711).

Italian - ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-877-317-2410 (TTY: 711).

Chinese - 注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 1-877-317-2410 (TTY: 711)。

Vietnamese - CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-877-317-2410 (TTY: 711).

Arabic - ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-877-317-2410 (رقم هاتف الصم والبكم: 711).

German - ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-877-317-2410 (TTY: 711).

Urdu - خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ 1-877-317-2410 (TTY: 711) کال کریں۔

Non-Discrimination Notice

The Health Plan*:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as: qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provides free language services to people whose primary language is not English such as: qualified interpreters and information written in other languages. If you need these services, contact the Customer Care Center at 1-877-317-2410 (TTY: 711).

The Health Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, sex, or religion. The Health Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, sex, or religion.

If you believe that the Health Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, sex, or religion, you can file a grievance with the organization's Civil Rights Coordinator. If you need help filing a grievance, the Civil Rights Coordinator for the Health Plan is available to help you. You can file a grievance in person, by mail, or email at:

Civil Rights Coordinator
1277 Deming Way
Madison, Wisconsin 53717

Phone: 1-608-828-2216 (TTY: 711)
Email: civilrightscordinator@deancare.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, by mail, or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201

Phone: 1-800-368-1019 or 1-800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

*Dean Administrative Services; Dean Health Plan; Prevea360 Health Plan; WellFirst Health



Resolution for Inclusion Under the Wisconsin Public Employers' Group Health Insurance Program

Wisconsin Department of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931
1-877-533-5020 (toll free)
Fax 608-267-4549
etf.wi.gov

RESOLVED, by the _____ of the _____
(Governing Body) (Employer Legal Name)

that pursuant to the provisions of Wis. Stat. § 40.51 (7) hereby determines to offer the Wisconsin Public Employers (WPE) Group Health Insurance Program to eligible personnel through the program of the State of Wisconsin Group Insurance Board (Board), and agrees to abide by the terms of the program as set forth in the *Local Employer Health Insurance Standards, Guidelines and Administration Manual* (ET-1144).

All participants in the WPE Group Health Insurance Program will need to be enrolled in a program option. An employer may elect participation in program options listed below, **with each program option to be offered to different employee classifications (pursuant to collective bargaining). Individual employees cannot choose between program options.**

We choose to participate in the (check applicable options):

- Traditional HMO-Standard PPO W/ Dental, P02
- Deductible HMO-Standard PPO W/ Dental, P04
- Coinsurance HMO-Standard PPO W/ Dental, P06
- High Deductible Health Plan HMO-Standard HDHP PPO W/ Dental, P07
- Traditional HMO-Standard PPO W/O Dental, P12
- Deductible HMO-Standard PPO W/O Dental, P14
- Coinsurance HMO-Standard PPO W/O Dental, P16
- High Deductible Health Plan HMO-Standard HDHP PPO W/O Dental, P17

The large group (50 or more employees) underwriting and enrollment process takes 120 days. (Small groups of 49 or less employees do not go through underwriting and take 60 days.) All groups are eligible to enroll effective January 1, April 1, July 1, or October 1.

RESOLUTION EFFECTIVE DATE: (select one date): _____

The proper officers are herewith authorized and directed to take all actions and make salary deductions for premiums and submit payments required by the Board to provide such Group Health Insurance.

CERTIFICATION

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the above governing body on the ____ day of _____, year _____ and that said resolution has not been repealed or amended, and is now in full force and effect.

I further certify that we offered insurance to our employees immediately prior to joining this program.

Dated this ____ day of _____, year _____.

I understand that Wis. Stat. § 943.395 provides criminal penalties for knowingly making false or fraudulent statements, and hereby certify that, to the best of my knowledge and belief, the above information is true and correct.

Federal tax identification number (FEIN/TIN) Authorized employer representative signature

69-036-_____
ETF employer identification number Authorized employer representative printed name

Number of eligible employees _____ Authorized representative title

Employer county

Employer benefit contact email address Mailing address

For ETF use only - EFFECTIVE DATE OF COVERAGE ENTERED BY ETF:



How to Join the Wisconsin Public Employers Group Health Insurance Program for Non-WRS Employers

Department of Employee Trust Funds
P.O. Box 7931
Madison, WI 53713

Employer Communications Center
1-877-533-5020

etf.wi.gov

Table of Contents

<u>General Information</u>	<u>1</u>
<u>Health Insurance Plans</u>	<u>1</u>
<u>Alternate Health Plans</u>	<u>1</u>
<u>IYC Local Access Plan</u>	<u>1</u>
<u>Uniform Dental Benefit</u>	<u>2</u>
<u>Employee Eligibility</u>	<u>2</u>
<u>Coverage for Surviving Spouse and Dependents</u>	<u>2</u>
<u>Medicare Not Required for Employees</u>	<u>2</u>
<u>Employee and Employer Cost</u>	<u>2</u>
<u>How to Join</u>	<u>4</u>
<u>Wisconsin Public Employees Non-Medicare</u> <u>Medical Benefits/Program Options (POs)</u>	<u>5</u>
<u>Minimum Participation Requirements</u>	<u>6</u>
<u>Signing Up for ETF Email Updates for Local Employer Bulletins:</u> <u>Group Health Insurance</u>	<u>7</u>
<u>Wisconsin Public Employers, Non-WRS</u> <u>Large Group Underwriting Checklist/Questionnaire</u>	<u>8</u>
<u>Initial Enrollment Opportunity for Current Active Employees</u>	<u>10</u>
<u>It's Your Choice Open Enrollment</u>	<u>10</u>
<u>Late Enrollment</u>	<u>10</u>
<u>Other Enrollment Opportunities</u>	<u>10</u>
<u>Enrollment Periods for New Employees</u>	<u>10</u>
<u>Continuation (COBRA)</u>	<u>11</u>
<u>Conversion</u>	<u>11</u>
<u>Retaining a Second Group Health Insurance Plan</u>	<u>11</u>
<u>Termination of Participation</u>	<u>11</u>
<u>More Information</u>	<u>12</u>
<u>Resolution for Inclusion Forms</u>	<u>12</u>

Submit materials or questions to:
 Employer Services ATTN: Program Manager
 Department of Employee Trust Funds
 P.O. Box 7931
 Madison, WI 53707-7931

Fax: 608-266-5801
 Phone: 1-877-533-5020
 Email: ETFSMBESSNewEmployer@etf.wi.gov

General Information

The Wisconsin Public Employers (WPE) Group Health Insurance Program offers employees of certain local government employers the opportunity to choose between two or more health insurance plans. If the employer participates in the Wisconsin Retirement System (WRS), consult ET-1139 for information on how to join the health insurance program.

In order for a non-WRS local employer to be able to join the Wisconsin Public Employers (WPE) Group Health Insurance Program offered by the State of Wisconsin Group Insurance Board, the employer must have verified with ETF its status as an employer under Wis. Stat. 40.02 (28) (cited below) and be covered by Wisconsin Section 218:

Wis. Stat. 40.02 (28) reads, in pertinent part: “Employer” means ...any county, city, village, town, school district, other governmental unit or instrumentality of two or more units of government now existing or hereafter created within the state, any federated public library system established under s. 43.19 whose territory lies within a single county with a population of 500,000 or more, a local exposition district created under subch. II of ch. 229, and a long-term care district created under s. 46.2895, except as provided under ss. 40.51 (7) and 40.61 (3). “Employer” does not include a local cultural arts district created under subch. V of ch. 229. Each employer shall be a separate legal jurisdiction for OASDHI purposes.

For employers not covered by Wisconsin’s Section 218 agreement with the Social Security Administration, the employer must meet Social Security’s three-prong test in order to be covered by Wisconsin’s Section 218 Agreement and provide these documents to ETF prior to applying to join the health insurance program. For more information see the [How to Become a Participating Employer Under the WRS \(ET-1129\)](#) brochure regarding the Definition of Public Entity.

Insurance for non-employees (for example, currently insured or future retirees) is limited to health insurance following termination of employment through COBRA continuation.

Health Insurance Plans

The WPE Group Health Insurance Program provides an employee a choice of coverage between two plan designs and the employer can choose whether to offer Uniform Dental Benefits as a part of this plan.

1. Most employees select an alternate health plan from a list of health maintenance organizations (HMOs) and preferred provider organizations (PPOs) offering a uniform medical benefits package called an “It’s Your Choice Local” health plan (Uniform Benefits).
- or*
2. Employees can select the nationwide It’s Your Choice (IYC) Local Access Preferred Provider Organization (PPO) Plan. This plan design also offers Uniform Benefits in-network. Out-of-network benefits are available on the ETF website under the [Benefits tab](#).

Refer to the *It’s Your Choice* materials on the ETF website for more details.

Alternate Health Plans—An employee may choose from a variety of alternate health plans that can be selected based on cost, quality of service, and access to specific physicians or other health care providers. Alternate health plans provide comprehensive benefits at a lower cost than the IYC Local Access Plan in exchange for some health care provider limitations.

IYC Local Access Plan—This PPO plan provides medical benefits for covered services from any qualified health-care provider, but with differences in reimbursement depending on whether participants go to an in-network or out-of-network provider.

Uniform Dental Benefit—Employers choose whether to offer this dental plan to their entire employee group. There is no obligation for employers to participate in this plan. A currently participating employer can file a resolution annually to add or remove dental to their offering prior to October 1, for a change effective the following January 1.

Eligible employees, insured retirees and COBRA continuants will be able to choose whether they would like dental coverage when they enroll in health insurance if the employer has elected to offer Uniform Dental Benefits. Employees may have the Uniform Dental Benefit only if they are also enrolled in health insurance.

Delta Dental is the third party administrator for this plan. Employers can offer the Uniform Dental Benefit plan in addition to any other supplemental dental plans currently offered to employees.

Employee Eligibility

Currently insured employees, including part-time and seasonal employees, are eligible for group health insurance coverage if the employer elects to participate in the WPE Group Health Insurance Program, and the employees meet certain eligibility requirements.

If you have questions about whether an employee or group of employees are eligible for health insurance coverage, contact the Employer Communication Center at 1-888-533-5020 toll free or 608-266-3285 (local Madison) before submitting materials to begin the underwriting process.

Each employer may decide whether married employees who work for the same employer may each select single or family coverage or if they are eligible only for family coverage through one of the spouses. Dependents may not be dual covered with different WPE employers or with a state employer.

Coverage for Surviving Spouse and Dependents

This program follows federal COBRA and state (632.897 Wis. Stat.) continuation of coverage requirements. Surviving spouse and dependents will be eligible to continue under COBRA for up to a 36-month period. Any surviving spouse and their dependents who are eligible for Medicare Part A and B will be eligible for up to 18 months under state continuation.

Medicare Not Required for Employees

For those who are Medicare eligible but still actively employed, there is no requirement that they or any dependent enroll in Medicare. Premiums for active employee coverage do not decrease when a member enrolls in Medicare Parts A and/or B.

Employee and Employer Cost

Beginning January 1, 2016, employers are no longer prohibited from offering payment in lieu of coverage to employees. Employer contributions toward health insurance coverage are limited to those described in Wis. Stat. 40.51 (7) and administrative code ETF 40.10.

Under the law, participating employers potentially have three structures available for establishing employer contribution toward premium:

1. The 88% Calculation Method which must also align with the 105% calculation,
2. The Three-Tiered Premium Structure
3. The 105% Calculation Method, which is only available to those groups identified in the law following passage of 2011 Wisconsin Act 10. Those groups are enumerated in the below section about the 105% Contribution Method.

See page four for details about each premium structure. Contributions can vary by employee groups. Contact ETF with questions.

A group can be defined by:

- start dates
- full-time equivalency
- coverage type (single or family)
- collective bargaining agreements
- geographic location
- or other breakdowns approved by ETF

If employers use the **88% Calculation Method**, it must align with the 105% calculation. The 88% and 105% rate tables ETF provides indicate the maximum employer share. If a health plan's premium is equal to or less than the employer's share, the employer pays the entire premium. The employer may adjust the employer contribution downward to require employees who select low-cost plans to pay some amount. The employer must apply the same adjusted contribution rate equally to all employees within the same group, regardless of the plan they select

- Participating employers are allowed to pay up to 88% of the average premium cost of the qualified tier one health plans within the service area (the county) of the employer.
- The 105% of the low-cost qualified health plan contribution method still applies. This method allows the employer to contribute toward the premium for any eligible employee an amount between 50% and 105% of the least costly qualified tier one health plan within the county of the employer
- The minimum employer premium contribution for all local employees cannot be less than 50% for employees who work 1,040 or more hours per year or less than 25% for employees who work fewer than 1,040 hours.

Three-Tiered Premium Structure is also available for employers to use to establish the maximum employee contribution toward premium. An employee's premium contribution is determined by the tier ranking (determined by the Group Insurance Board) of the health plan he or she selects.

- The employee portion of the monthly premium will increase for plans in higher tiers by at least \$20 for single coverage and \$50 for family coverage for each successively higher tier.
- The employee's single or family premium contribution must be the same for all plans in a given tier.
- A number of provisions affect the amount an employer may contribute toward the employee cost of health insurance. Wisconsin's 2011 Act 10 also requires that participating local employers not pay more than 88% of the average premium cost of the qualified tier one health plans. If a collective bargaining agreement is in effect, the terms of that agreement regarding group health insurance apply.
- In addition, by Administrative Code ETF 40.10, the employer may not pay more than 105% of the least costly qualified health plan within the employer's county.
- The employer may not pay less than 50% of the premium for employees who work 1,040 hours or more per year or less than 25% of the premium for employees who work fewer than 1,040 hours per year.

The 105% Calculation Method: All employees of participating local employers are subject to the 88% maximum contribution method except those listed below. For these, the 105% formula applies; a tier structure that aligns with the 105% formula may be used. Represented employees who are subject to a collective bargaining agreement that was in place before June 28, 2011.

- Non-represented managerial law enforcement or managerial fire-fighting employees initially hired by a local employer before July 1, 2011. These employees are paid at the same percentage as represented law enforcement or fire-fighting personnel hired before July 1, 2011.
- Represented law enforcement or fire-fighting employees initially hired before July 1, 2011, and who, on or after July 1, 2011, became a non-represented law enforcement or fire-fighting managerial employee.
- These employees are paid at the same percentage as represented law enforcement or fire-fighting personnel hired before July 1, 2011.

In these cases, the 105% of the low-cost qualified health plan contribution method still applies.

Health plans must have a minimum number of certain providers in the geographic area serving the majority of the employees in order to be considered in the employers’ calculation formula (that is, qualified); however, this does not limit the employee’s choice of plans.

Employees may select any plan offered by this program, as long as they are willing to receive health care from its respective network providers.

Note: The State Maintenance Plan (SMP) will be designated as the low-cost qualified health plan in those counties where other plans do not meet the minimum provider qualification requirements. In those counties, the 88% calculation method is based on SMP rates.

For health plan premium rates, refer to the *It’s Your Choice* materials (listed below). Premiums change annually on January 1.

How to Join

A Wisconsin Public Employer that meets the requirements of Wis. Stat. 40.02 (28) may enter the WPE Group Health Insurance Program at the beginning of any quarter. Groups with 50 or more eligible employees must be underwritten.

Underwriting will determine whether the group may join at the rates published in the *It’s Your Choice* materials (ET-2128, ET-2158, ET-2168 or ET-2169), or whether the group must pay an additional per contract per month surcharge added to the published rates, as determined by the Group Insurance Board’s actuary, for an average of 24 months. Typically, after adjusting for differences in benefits, groups find that the program’s first year rates with surcharge are comparable to their renewal rates. The surcharge will be applied if the group’s risk is determined to be detrimental to the existing pool. Per the contract, the surcharge cannot be appealed. Fees for underwriting are non-refundable.

Once ETF receives all the required information, the underwriting and enrollment process takes 120 days. Groups are eligible to enroll each quarter:

First Quarter January 1st	Second Quarter April 1st	Third Quarter July 1st	Fourth Quarter October 1st
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A blank checklist detailing the information required for submittal is included in this brochure. The *Large Group Underwriting Checklist* for groups with 50 or more eligible active employees appears on pages 12 and 13.

An employer may enroll its participants in the IYC Local Traditional Plan, IYC Local Deductible Plan, IYC Local Health Plan, or the IYC Local High Deductible Health Plan. These may be offered with or without the Uniform Dental Benefit. Program Options 2, 4, 6 and 7, below, all include the Uniform Dental Benefits, while options 12, 14, 16 and 17 do not include dental.

There are differing levels of deductible and coinsurance in these programs to align with the cost savings of these options. An employer may elect to provide these programs or options separately to collective bargaining units as approved by ETF. To offer a second program or option, please indicate which programs you are offering on the resolution.

If you decide to offer a second program or option at a later date, please complete the [Existing Employer Option Selection Resolution \(ET-1152\)](#). See the following chart and the *It’s Your Choice* materials below. Go to etf.wi.gov/benefits-by-employer/all and navigate to the specific program option.

PO 2 & 12 IYC Local Traditional (ET-2128)	PO 4 & 14 IYC Local Deductible (ET-2158)	PO 6 & 16 IYC Local Health Plan (ET-2168)	PO 7 & 17 IYC Local HDHP (ET-2169)
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**Wisconsin Public Employees
Non-Medicare Medical Benefits/Program Options (POs)**

	Benefits for in-network providers	Program Option 2*/12 IYC Local Traditional Plan	Program Option 4*/14 IYC Local Deductible Plan	Program Option 6*/16 IYC Local Health Plan	Program Option 7*/17 IYC Local High Deductible Health Plan (HDHP)
Uniform Benefits	Deductible (Unless otherwise noted, it is an overall deductible)	No deductible	\$500 Individual \$1,000 Family Except as required by federal law. Does not apply to prescription drug copayments.	\$250 Individual \$500 Family Except as required by federal law. Does not apply to office visit and prescription drug copayments.	\$1,500 Individual \$3,000 Family Except as required by federal law. <i>Note:</i> Deductible must be met before coverage begins. For family coverage, full family deductible must be met. Deductible includes prescription drug coverage. Once met, office visit and prescription drug copayments apply up to OOPL.
	Office Visit Copayment	None	None	\$15 Primary Care, \$25 Specialty Care. Applies to OOPL but not deductible.	After deductible \$15 Primary Care, \$25 Specialty Care. Applies to OOPL.
	Coinsurance	None except 20% for durable medical equipment, adult hearing aids and adult cochlear implants.	After deductible, none except 20% for durable medical equipment, adult hearing aids and adult cochlear implants.	After deductible you pay 10% except for office visit copayments.	After deductible you pay 10% except for office visit and prescription drug copayments.
	Annual out-of-pocket limit (OOPL): includes deductible and coinsurance	None except up to \$500 Individual for durable medical equipment and adult cochlear implants. Plan pays no more than \$1,000 for each adult hearing aid. See etf.wi.gov.	After deductible, none except up to \$500 Individual for durable medical equipment and adult cochlear implants. Plan pays no more than \$1,000 for each adult hearing aid. See etf.wi.gov.	\$1,250 Individual \$2,500 Family	\$2,500 Individual \$5,000 Family

Prescription Drug Benefits	Copayment/Coinsurance (For detail including prescription drug out-of-pocket limits, visit etf.wi.gov)	
	Level 1	\$5
	Level 2	20% (\$50 max)
	Level 3	40% (\$150 max)
	Level 4 Preferred	\$50



*Program option includes dental coverage with no deductible and a \$1,000 per individual annual benefit maximum with 100% coverage of fillings and specified diagnostic and preventive services; and 90% coverage for non-surgical extractions and 80% coverage of certain basic services. Also includes 50% coverage up to \$1,500 per child for orthodontia.

Minimum Participation Requirements

Large employers (with 50 or more WRS participants) must achieve a 65% participation rate of all eligible employees. Eligible employees are those who work 2/3 time with an expected duration of 12 months or more. Small employers (49 or fewer participants) must meet the following enrollment levels.

The program has adopted the minimum participation standards outlined in WI Administrative Code INS 8.46 (2). If an employee declines the initial coverage and indicates one of the following reasons, that person is considered a “waive” and is deducted from the group of “Eligible Employees” by the Office of Commissioner of Insurance (OCI) definition:

- Covered by a plan not sponsored by the employer
- Enrolled in a similar plan sponsored by the employer
- Annualized medical premium contribution exceeds 10% of his or her annualized gross earnings

Note: Employees who decline initial coverage for any other reason remain in the count of “Eligible Employees.”

The Group Insurance Board has adopted the *OCI mandates* regarding small group minimum enrollment after removing “waives” from the group size count:

Group Size	Minimum Enrollment
1	1
2-4	2
5-6	3
7	4
8-9	5
10	6
11-50	70%

Note: An employer may only deduct the allowable “waives” from the overall group when the initial group size of employees is 49 or fewer.

The employer may elect to join the WPE Group Health Insurance Program by filing a resolution 90 days prior to the effective date. Blank resolution forms are included at: [Resolution for Inclusion Under WPE Group Health Insurance \(ET-1324\)](#). Be sure to include the total number of eligible employees on the resolution.

Action to adopt a resolution must be taken by one of the following governing bodies:

Public Employer	Corresponding Governing Body
County	County Board
City	Common Council
Village	Village Board
School District	School Board
Other Political Subdivisions	Governing Board

Following underwriting, large WRS participating public employers (groups of 50 or more eligible employees) will be notified about what, if any, surcharge will be applied. 90 days after receipt of a resolution at ETF and an Online Network For Employers Security Agreement (ET-8928), coverage will be effective on the first day of the quarter, unless the next quarter start date is specified.

Mail resolution and security agreement to:
 Department of Employee Trust Funds
 Employer Services, ATTN Program Manager
 P.O. Box 7931
 Madison, WI 53707-7931
 Email: ETFSMBESSNewEmployer@etf.wi.gov

After the resolution is filed, there will be an initial enrollment period. During this period the minimum participation level must be met, based on the number of eligible employees electing coverage under this program, or the resolution will be rejected. Applications and online enrollments filed during the initial enrollment period **must be received by ETF or entered in myETF Benefits at least 30 days prior to the effective date of coverage or the group health insurance resolution will be null and void.**

Please note that if you wish to retain a second group health plan for one or more of your bargaining units, use the special resolution at: [Resolution for Inclusion Under Second Group Health Plan \(ET-1325\)](#). See page 10 for more information.

Signing Up for ETF Email Updates for Local Employer Bulletins: Group Health Insurance

Once a resolution is filed to join the WPE Group Health Insurance Program, the employer agent is required to receive, forward as necessary, and act upon as required, *ETF E-mail Updates*. ETF delivers employer announcements, **exclusively** through ETF E-mail Updates. There is no charge for this service.

Prevent Emails From Delivery to SPAM Folder: Add etfwi@public.govdelivery.com to your email address book to prevent Employer Bulletins from ending up in a SPAM folder. If you use a spam filter, add etfwi@public.govdelivery.com to the whitelist.

If you have questions, please call the Employer Communication Center at 1-877-533-5020.

Wisconsin Public Employers, Non-WRS Large Group Underwriting Checklist/Questionnaire

(For groups with 50 or more eligible active employees.)

All Information must be sent to:
Employer Services, ATTN: Program Manager
P.O. Box 7931, Madison, WI 53707-7931
Fax: 608-266-5801
Email: ETF SMBESSNewEmployer@etf.wi.gov

- Check made out to Segal Consulting for \$3,000 for the cost of underwriting.
- Employer Questionnaire checklist from ET-1156 (this form).
- Group Name: _____.
- Employer Identification Number (EIN) _____.
- Federal Employer Identification Number (FEIN) _____.
- Group Contact (name) _____.
- Group Contact phone _____ Fax _____.
- Email Address _____.
- Group Physical Address: _____

_____.
- County Location of Employer: _____.
- Effective Date of Quote (Offered no sooner than 120 days from the renewal/effective date of the client): _____.
- Number of *all* employees on payroll including part time and seasonal: _____.
- Number of employees eligible to participate in the WPE Group Health Insurance Program, including part time and seasonal: _____.
- US Dept. of Labor- Standard Industrial Classification (SIC) code (for example: 9199: General Government, Not Elsewhere Classified): # _____.
- What is your anticipated employer contribution?: _____.
- What is your anticipated probationary period for health insurance eligibility? (For example, 1st of the month following 60 days): _____.
- Current insurance carrier & years enrolled: _____.
- Most recent State Department of Workforce Development quarterly Wage and Tax Report statement. This report must include employee names. This report can be sent by secure email to: ETF SMBESSNewEmployer@etf.wi.gov or mailed with this checklist.
- Send electronic census data by secure email to ETF SMBESSNewEmployer@etf.wi.gov or on disc that is mailed with this checklist. Your census data will be for all eligible employees (noting those employees who are in their probationary period), former employees receiving COBRA benefits (include COBRA end date) and employees waiving coverage under the current benefit plan. Census data should include:
 - The employee by name, employee number, or numeric assigned number
 - Date of birth or age
 - Sex
 - Current status of their insurance EE (single), EC (employee/child{ren}), ES (employee/spouse), F (family, employee/spouse/children) preferable. At a minimum EE and F.
 - Zip code of the employee's address

Continued on next page.

- **For current self-funded groups and insured groups with experience data, send by secure email to ETF SMBESSNewEmployer@etf.wi.gov or on disc that is mailed with this checklist:**
 - Twenty-four months (month by month, 12 months minimum) of claims data
 - Enrollment data (month by month summary of enrollment by single, limited family, family)
 - Benefit plans in force for each year of rate history
 - Employer contribution
 - High cost claims data (over \$25,000) detail including dollar amount, diagnosis, current status (enrolled or cancelled) and prognosis (if available). **Note: Claims data cannot include name, Social Security number, or any information that would identify the individual.**
 - Current rates by benefit plan. For self-funded groups, current COBRA/funding rates and/or current specific stop loss, aggregate stop loss, and administrative fees and aggregate factors by plan.

- **For insured groups with carriers who do not provide experience data, send by secure e-mail to ETF SMBESSNewEmployer@etf.wi.gov or on disc that is mailed with this checklist*:**
 - 3 years of rate history and renewal calculations, including renewal rates
 - Enrollment (summary of enrollment by single, limited family, and family) for each of 3 year rate history
 - Benefit plans in force for each year of rate history
 - High cost claim (over \$25,000) detail including dollar amount, diagnosis, current status (enrolled or cancelled) and prognosis (if available). **Note: Claims data cannot include name, Social Security number, or any information that would identify the individual.**

* Note: Groups that consist of 50 to 100 active employees may have to request this information, in writing, from their current plan. If it is not received by ETF, your group may be assigned to the highest surcharge amount.

Do not file a resolution until you have received your group's rates and your governing body has decided to accept them.

Initial Enrollment Opportunity for Current Active Employees

At the time of initial enrollment, employees may select any of the health plans offered by the group health insurance program. In the following situations, however, employees are limited to enrollment in the IYC Local Access Health Plan, if:

- the employer did not provide health insurance coverage to its employees prior to joining this program;
- the employee is not insured under the employer's current health insurance program or under another group health insurance plan administered by ETF at the time the resolution to participate is filed and wishes to enroll for coverage under this program;
- the employee is insured for single coverage and wishes to enroll for family coverage; or
- the employee is hired after the approval by the employer of the Resolution of Inclusion and before the effective date.

Note: Currently uninsured employees must be appointed to work at least 1200 hours (2/3 time) and for at least one year to be eligible to enroll under the IYC Local Access Health Plan.

The employee may select a different health plan during the next It's Your Choice Open Enrollment period that occurs after their effective date of coverage.

Any person who is part of the employer's group as a result of state or federal (COBRA) continuation is eligible to enroll in any plan without restriction, except the term of coverage shall not exceed the length of time for which the continuant was eligible under the employer's previous plan.

It's Your Choice Open Enrollment

It's Your Choice open enrollment represents an opportunity for *employees and currently insured continuants* to change health plans, switch from single to family coverage, change from family to single or to (for employees only) newly elect coverage. This option is only available once each year (usually in October), with the coverage to be effective January 1 of the following year. During this enrollment period, insured and uninsured employees may elect any health plan offered.

Late Enrollment

Employees choosing not to enroll when initially eligible and who do not have a qualifying event are limited to enrollment during the It's Your Choice Open Enrollment period.

Other Enrollment Opportunities

Refer to the enrollment information available within one of the [health benefits program options](#) on the ETF website.

Enrollment Periods for New Employees

Once an employer is effective in this program, any newly hired employee appointed to work at least 1,200 hours and for at least one year may enroll within 30 days of the date of hire or prior to the date the employer contributes to the premium. Coverage becomes effective the first of the month on or following the hire date or the first of the month on or following the employee's eligibility for employer contributions as offered by the employer.

Beginning January 1, 2014, in order to avoid penalties that may be assessed if coverage is found to be "unaffordable" under federal health care reform, you may want employer contributions to begin no later than the first of the month preceding the employee's completion of 90 days of qualified employment.

Depending on employees' personal needs, they may enroll for single or family coverage. If an employee selects family coverage, eligible dependents (including the employee's spouse and unmarried children up to age 26 as required by law) must be covered. See the It's Your Choice materials for a complete definition of dependent.

Continuation (COBRA)

The option to continue group health insurance coverage, as permitted by state or federal law, at group rates will be available to:

1. Employees and covered dependents for 18 months if the employee ceases to be eligible for group coverage because of termination of employment (including retirement) or transfer into non-eligible employment.
2. Employees and covered dependents for 36 months, if the employee ceases to be eligible for group coverage because of layoff.
3. The spouse and eligible dependents of an insured employee for 36 months who loses coverage due to divorce.
4. Dependent children for 36 months who lose dependent status.
5. Dependents for 36 months who lose coverage due to the employee's death.

Conversion

The opportunity to convert to non-group health insurance coverage (generally Marketplace or Exchange coverage) at **non-group rates** is available to any person eligible for continuation of coverage and any person who has exhausted their 18, 29 or 36 months of continuation of coverage. Conversion is not available at the time of retirement or for retirees following COBRA continuation.

Conversion is available from all plans, provided the participant's group coverage has been in effect for at least three months prior to termination. The conversion contract (not group continuation) available at that time will be subject to the rates and regulations then in effect.

Alternatively, individuals may want to explore options under the federal Marketplace.

Retaining a Second Group Health Insurance Plan

Employers wishing to join the WPE Group Health Insurance Program while retaining a separate group health plan outside this program for one or more of its bargaining units or that portion of employees that are the result of a municipality's division or merger may do so only under the following provisions:

1. **Overall Participation.** It must be demonstrated to the satisfaction of the Group Insurance Board that excluding such a subgroup will not be detrimental to this program. Regardless, the minimum participation level must be met. This is based on the number of **all** your eligible employees.
2. **IYC Local Access Health Plan vs. Alternate Health Plans.** If less than 50% of the employees enrolling in this program elect the IYC Local Access Health Plan coverage, after the first year the Plan Stabilization Contribution (PSC) may be increased by up to \$2 per month for each year that the average age of the employer group exceeds the average age of all other IYC Local Access Health Plan participants in this group health insurance program. The maximum increase in the PSC would be \$10 per month.
3. **Contract.** A newly participating employer must agree to continue participation in the WPE Group Health Insurance Program for a minimum of three years if they have been assigned a surcharge or if a second plan is retained.

Termination of Participation

Participation in the Group Health Insurance Program is optional. The program permits an employer to withdraw from the program at the end of any calendar year if a [Resolution to Withdraw from the Wisconsin Public Employers Group Health Insurance Program \(ET-1318\)](#) is received by ETF by the preceding October 15 to be effective at the end of the calendar year, except as noted in number three above.

Employers whose participation falls below the established participation requirements will be informed by ETF of their status. Following an employer's withdrawal from the program, any participant who was eligible for coverage as a result of the employer's previous participation will no longer be eligible for coverage. This includes any employee or dependent of an employee who is on continuation coverage. Coverage for all participants will terminate on December 31 of that year.

Employers withdrawing from the WPE Group Health Insurance Program cannot reapply for participation in the program for three years and will have to go through underwriting again.

Failure to execute the withdrawal resolution by October 15 will require ETF's approval of the withdrawal. In addition, ETF may impose enrollment restrictions on the employer appropriate to preserve the integrity of the program should the employer reapply for participation in the program after three years. Such restrictions may also be imposed if ETF terminates the employer's participation in the program due to the employer's failure to maintain the minimum participation level of eligible employees or otherwise violates the terms of the contract.

More Information

If you have any questions not covered in this booklet, you may obtain additional information by contacting:

Department of Employee Trust Funds
Employer Services, ATTN Program Manager
PO Box 7931
Madison, WI 53707-7931

Phone: 608-266-3285

Toll free: 1-877-533-5020

Fax: 608-266-5801

Email: ETF SMBESSNewEmployer@etf.wi.gov

Resolution for Inclusion Forms

Resolution for Inclusion Under WPE Group Health Insurance ([ET-1324](#))

Resolution for Inclusion Under Second Group Health Plan ([ET-1325](#))



Nondiscrimination and Language Access

45 C.F.R. § 92.8(b)(1) and (d)(1)

ETF complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex.

ETF provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats and others). ETF provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services, contact ETF at 1-877-533-5020; TTY: 711. If you believe that ETF has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with:

ETF Office of Policy, Privacy & Compliance
P.O. Box 7931
Madison, WI 53707-7931
1-877-533-5020; TTY: 711
Fax: 608-267-4549
Email: ETFSMBPrivacyOfficer@etf.wi.gov

If you need help filing a grievance, ETF's Office of Policy, Privacy & Compliance is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal at crportal.hhs.gov/ocr/portal/lobby.jsf or by mail or phone:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201

1-800-368-1019; 1-800-537-7697 (TDD)

Complaint forms are available at
hhs.gov/ocr/office/file/index.html.

The Wisconsin Department of Employee Trust Funds is a state agency that administers the Wisconsin Retirement System pension, health insurance and other benefits offered to eligible government employees, former employees and retirees.

Spanish – ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-877-533-5020 (TTY: 711).

Hmong – LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-877-533-5020 (TTY: 711).

Chinese– 注意: 如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-877-533-5020 (TTY: 711)

German – ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-877-533-5020 (TTY: 711).

Arabic – ملاحظة: إذا كنت تتحدث اللغة العربية، فهناك خدمة بلغتك دون أي مصاريف: اتصل بالرقم 1-877-533-5020 (خدمة الصم والبكم: 711)

Russian – ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-877-533-5020 (телетайп: 711).

Korean – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-877-533-5020 (TTY: 711)번으로 전화해 주십시오.

Vietnamese – CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-877-533-5020 (TTY: 711).

Pennsylvania Dutch – Wann du [Deutsch (Pennsylvania German / Dutch)] schwetzsch, kannsch du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-877-533-5020 (TTY: 711).

Laotian/Lao – ໂບດລາວ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ແຈ້ງຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-877-533-5020 (TTY: 711).

French – ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-877-533-5020 (ATS : 711).

Polish – UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-877-533-5020 (TTY: 711).

Hindi – ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-877-533-5020 (TTY: 711) पर कॉल करें।

Albanian – KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, papagesë. Telefononi në 1-877-533-5020 (TTY: 711).

Tagalog – PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-877-533-5020 (TTY: 711).

SECTION 00560

CONTRACT CHANGE ORDER

Order No.: 1

Date: August 11, 2020

Agreement Date: May 13, 2020

NAME OF PROJECT: **2020 Road Improvement Program**

OWNER: **Town of Delafield**

CONTRACTOR: **Payne and Dolan**

The following changes are hereby made to the CONTRACT DOCUMENTS:

Add 92 feet of 18-inch concrete curb and gutter in Lakeside Road, including 12-inch wide by 24-inch deep open graded stone backfill behind the curb.

30 days added to Time of Completion

Justification:

Direction from the Town Chairman to provide the curb and gutter and stone along the north side of Lakeside Road for the width of the Cindy Wagner property

Change to CONTRACT PRICE:

Original Contract Price: \$ 452,876.50

Current Contract Price adjusted by Previous Change Order: \$ 0

The Contract Price due to this Change Order will be increased by: \$ 7,600.00

The new Contract Price including this Change Order will be: \$ 460,476.50

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased/decreased) by 30 calendar days.

The date for completion of all work will be September 25, 2020.

Accepted By: _____ Owner
Representing: Town of Delafield
Print Name/Title: Ronald A. Troy, Town Chairman
Date: _____

Recommended By: _____ Engineer
Representing: R.A. Smith, Inc.
Print Name/Title: Tim Barbeau, Town Engineer
Date: _____

Requested By: _____ Contractor
Representing: Payne and Dolan
Print Name/Title: _____
Date: _____

END OF SECTION

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF DELAFIELD
TO VACATE AND DISCONTINUE A PORTION OF OAKWOOD GROVE ROAD

RESOLUTION NO: 20-640

WHEREAS, pursuant to Wis. Stat. § 66.1003, the Town Board has statutory authority to vacate and discontinue Town roads within its jurisdiction; and

WHEREAS, the public interest requires vacation of a portion of Oakwood Grove Road as depicted and described in Exhibit A and Exhibit B, as this is a segment of road that has no utility and the right-of-way can be used by an abutting owner; and

WHEREAS, this Resolution was introduced in this form before the Town Board of the Town of Delafield on August 13, 2020; and

WHEREAS, following introduction of this Resolution, the Town Board set a date for a public hearing which was not less than forty (40) days after the date on which this Resolution was introduced, specifically on October 6, 2020; and

WHEREAS, notice of public hearing stating when and where this Resolution would be acted upon and stating what public way is proposed to be discontinued was published as a Class 3 Notice under Chapter 985, Wisconsin Statutes, and in addition was served on the owners of all of the frontage of the lots and lands abutting upon the public way sought to be discontinued (said properties described in Exhibit C) in a manner provided for the service of Summons in Circuit Court at least 30 days before the hearing; and

WHEREAS, no written objections to the proposed discontinuance have been filed with the Town Clerk by any of the owners abutting on the public way sought to be discontinued, or by the owners of more than one-third of the frontage of the lots and lands abutting on the remainder of the public way which lies within 2,650 feet from the ends of the public way proposed to be discontinued or which lies within that portion of the 2,650 feet that is within the Town limits; or if such objection has been filed, two-thirds of the members of the Town Board voting on the proposed discontinuance have voted in favor of the discontinuance; and

WHEREAS, no landlocked parcel will be created by the proposed discontinuance; and

WHEREAS, the owners of all of the lands abutting the intended portion of Oakwood Grove Road have submitted, or will submit prior to this Resolution taking effect, a certified survey map for approval under Chapter 236 of the Wisconsin Statutes, which will combine the properties along with the vacated road and dedicate certain road right-of-way to the Town; and

WHEREAS, the Town board has conducted such public hearing on October 6, 2020, pursuant to such notice; and

WHEREAS, following due consideration of all information received from Owners, the Town Engineer, the recommendation of the Town Plan Commission, and all information received in the course of the public hearing of this matter and being duly advised, the Town Board, by this Resolution, does hereby declare the public interest requires the vacation and discontinuance of a portion of Oakwood Grove Road as specifically described and identified on Exhibit A and Exhibit B, and the Town Board further finds that the vacation and discontinuance

of a portion of Oakwood Grove Road will not land lock any property.

NOW THEREFORE, BE IT RESOLVED by the Town Board of the Town of Delafield, Waukesha County, Wisconsin, a portion of Oakwood Grove Road depicted in the attached Exhibit A and Exhibit B is hereby discontinued pursuant to Wis. Stat. § 66.1003, subject to a certified survey map being approved by the Town Board which describes the resulting lot lines, and other private rights being resolved, to the satisfaction of the abutting owners in a manner that is approved by the Town Board, and recording the certified survey map with the Waukesha County Register Deeds.

BE IT FURTHER RESOLVED, that upon receipt by the Town of the original certified survey map bearing approval of all necessary governmental bodies and parties-in-interest, the Town Clerk shall record a certified copy of this Resolution together with said certified survey map with the Waukesha County Register of Deeds.

PASSED AND ADOPTED by the Town Board of the Town of Delafield, Waukesha County, Wisconsin, this ____ day of _____, 2020.

TOWN BOARD, TOWN OF DELAFIELD

By: _____
Ronald A. Troy, Town Chairman

ATTEST:

Dan Green, Town Administrator/Clerk/Treasurer

NOTICE OF PENDENCY

Document Number

NOTICE OF PENDENCY OF APPLICATION FOR VACATION OF A PORTION OF OAKWOOD GROVE ROAD IN THE TOWN OF DELAFIELD

To Whom it May Concern: Notice is hereby provided pursuant to Wisconsin Statutes Section 840.11 that the Town Board of the Town of Delafield, upon its own initiative pursuant to Wisconsin Statutes Section 66.1003(4), will introduce before the Town Board of the Town of Delafield on August 13, 2020, a resolution providing for the commencement of the process to discontinue a portion of Oakwood Grove Road, as further described in attached Exhibit A, and as depicted on the map attached as Exhibit B, which right-of-way abuts the properties identified in attached Exhibit C.

The Town Board will consider whether the public interest requires that said portion of said public right-of-way as described be discontinued. Proceedings after the introduction of said resolution will be held according to the provisions of Section 66.1003 of the Wisconsin Statutes.

Recording Area

Name and Return Address

Attorney Eric J. Larson
730 N. Grand Ave.
Waukesha, WI 53186

(See attached Exhibit C)

Parcel Identification Number (PIN)

Dated this 3 day of August, 2020

By: [Signature]
Eric J. Larson, Town Attorney
Town of Delafield

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me on this 3rd day of August, 2020, the above-named Eric J. Larson executed the foregoing instrument and acknowledged the same.

[Signature]
NOTARY PUBLIC, STATE OF WI
My Commission Expires: 5-22-2021
Print Name: Michelle M. Martin

This document was prepared by:
Attorney Eric J. Larson
MUNICIPAL LAW & LITIGATION GROUP, S.C.
730 N. Grand Ave.
Waukesha, WI 53186
(262) 548-1340



Exhibit A**Legal Description for Proposed Road****Oakwood Grove Road****Town of Delafield**

Lands being located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 14, Town 7 North, Range 18 East, Town of Delafield, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of Lot 5 of Blatz's Oakwood Grove, a recorded subdivision, said corner being the point of beginning; thence West 180 feet more or less along the south line of said Lot 5 to the southwest corner of said Lot 5; thence South 20 feet more or less, to a point on the north line of Lot 4, Blatz's Oakwood Grove; thence East 180 feet more or less, along the north line of Lots 4, 3, 2 and 1 of Blatz's Oakwood Grove, to the northeast corner of Lot 1, Blatz's Oakwood Grove; thence North 20 feet more or less to the southeast corner of Lot 5, Blatz's Oakwood Grove and the point of beginning. Said land containing 3,600 square feet more or less.

Legal description prepared by Tim Barbeau, P.E, P.L.S. S-1888

Exhibit C

Tax Key Number	Site Address	Owner Name	Street Address	City State Zip
DELT0774001001	N28W29721 OAKWOOD GROVE RD	ALAN G HAUBNER AND SHARON GAJEWSKI	N28W29721 OAKWOOD GROVE RD	PEWAUKEE WI 53072-4223
DELT0774001002		DAVID J FRENCH REVOCABLE TRUST OF 1991	W303N2568 MAPLE AVE	PEWAUKEE WI 53072-4243
DELT0774003	N28W29739 OAKWOOD GROVE RD	STELLAR III LLC	N28W29721 OAKWOOD GROVE RD	PEWAUKEE WI 53072
DELT0774004		STELLAR III LLC	N28W29721 OAKWOOD GROVE RD	PEWAUKEE WI 53072
DELT0774006	N28W29718 OAKWOOD GROVE RD	P&G 29700-29704 LLC	W240N2385 PEWAUKEE RD	WAUKESHA WI 53188-1010
DELT0774007	N28W29738 OAKWOOD GROVE RD	STELLAR IV LLC	N28W29721 OAKWOOD GROVE RD	PEWAUKEE WI 53072
DELT0774008	N28W29726 OAKWOOD GROVE RD	STELLAR IV LLC	N28W29721 OAKWOOD GROVE RD	PEWAUKEE WI 53072
DELT0774979	N28W29704 OAKWOOD GROVE RD	DAVID J FRENCH REVOCABLE TRUST OF 1991	W303N2568 MAPLE AVE	PEWAUKEE WI 53072-4243

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Legal description prepared by Tim Barbeau, P.E, P.L.S. S-1888



LAND INFORMATION SYSTEMS DIVISION

Oakwood Grove Road Vacation



Legend

- Municipal Boundari
- FacilitySites_2K_L
- Lots_2K
 - Lot
 - Outlot
 - Unit
- SimultaneousCon
- Assessor Plat
- CSM
- Condominium
- Subdivision
- Cartoline_2K
 - <all other values>
 - EA-Easement_Lin
 - PL-DA
 - PL-Extended_Tie
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
- Road Centerlines_
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_
- Waterlines_2K_La

**Vacated portion of
Oakwood Grove Road**

0 67.79 Feet

Notes:

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.



Printed: 7/24/2020



Exhibit C

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DELT0774001002	N28W29739 OAKWOOD GROVE RD	DAVID J FRENCH REVOCABLE TRUST OF 1991 STELLAR III LLC	W303N2568 MAPLE AVE	PEWAUKEE WI 53072-4243
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DELT0774008	N28W29704 OAKWOOD GROVE RD	DAVID J FRENCH REVOCABLE TRUST OF 1991	N28W29721 OAKWOOD GROVE RD	PEWAUKEE WI 53072
DELT0774979	N28W29704 OAKWOOD GROVE RD		W303N2568 MAPLE AVE	PEWAUKEE WI 53072-4243