



FINANCE COMMITTEE MEETING AGENDA

MONDAY, MAY 13, 2024 AT 5:30 PM

MUNICIPAL BUILDING COUNCIL CHAMBERS – 106 JONES STREET, WATERTOWN, WI 53094

By Phone or GoToMeeting: Members of the media and the public may attend by calling: +1 (571) 317-3122 **Access Code:** 153-925-469 or <https://www.gotomeet.me/EMcFarland>
All public participants' phones will be muted during the meeting except during the public comment period.

1. CALL TO ORDER

2. REVIEW AND APPROVE MINUTES

- [A.](#) Finance Committee minutes from April 22, 2024

3. BUSINESS

- [A.](#) Note: Finance Committee meeting scheduled for May 27 is cancelled due to Memorial Day
- [B.](#) Review and take action: EMS Billing Write Offs
- [C.](#) Review and take action: Resolution for IRA Grant through the DNR
- [D.](#) Review and take action: Intergovernmental Agreement for Law Enforcement Services for the RNC
- [E.](#) Review and take action: hiring of David Johnsen for FD Deputy Chief
- [F.](#) Review and take action: Designation of Official Newspaper
- [G.](#) Convene into closed session per Wis. Stat. Sec. 19.85(1)(c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (K.I.)
- [H.](#) Reconvene into open session
- [I.](#) Review and take action: Hiring of Kim Italiano

4. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at mdunneisen@watertownwi.gov, phone 920-262-4006

A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only



FINANCE COMMITTEE MEETING MINUTES

MONDAY, APRIL 22, 2024, AT 5:30 PM

MUNICIPAL BUILDING COUNCIL CHAMBERS – 106 JONES STREET, WATERTOWN, WI 53094

Finance Committee members present: Mayor McFarland, Alderpersons Bartz (video), Davis, Lampe, and Moldenhauer

Others present: Finance Director Stevens (video), Attorney Chesebro, Park & Recreation Director Butteris (video), Fire Chief Reynen, Mason Becker, Nate Peters (GWCHF), Scott Harrington (Vandewalle & Assoc), additional representatives from GWCHF and building developers

1. Call to order. Mayor McFarland called the meeting to order at 5:31 p.m.
2. Ald. Davis moved to **approve the minutes from the April 8 meetings**, seconded by Ald. Lampe, and unanimously approved.
3. Attorney Chesebro explained that a **typographical mistake in the recent Local 877 Fire Fighters agreement** listed a wage increment incorrectly taking place as of June 1, 2024 instead of July 1, 2024. A MOU was presented and approved by the union president to correct the date to July 1, 2024.
4. Park & Recreation Director Butteris presented two bids for a **backup generator to be installed at the Senior Center** which is earmarked as the City's warming/cooling shelter if needed for extreme weather conditions. An allocation of \$70,800 was included in the 2024 ARPA spending plan; the remainder can be afforded from the Public Health Emergency fund (also an ARPA allocation through WI DHS). Ald. Davis moved, seconded by Ald. Lampe, to award the purchase to United Electric Inc for cost of \$77,743 with the potential addition of \$788.10 for a 5-year extended warranty. Motion passed (1 dissent).
5. At the request of a committee member, a **revision of the purchasing policy** was crafted to add a step of approval for any contract presented to Public Works Commission or Finance Committee over a certain dollar amount to be sent to Common Council for its approval. Ald. Moldenhauer moved, supported by Ald. Davis, to add the amount of \$50,000 as the required amount. Motion passed (1 dissent).
6. Nate Peters (Greater Watertown Community Health Foundation [GWCHF]) an update of the **neighborhood plans for the former Bethesda property**. The north end includes four apartment buildings with 96 rental units (1, 2, and 3-bedroom options), and the southern part has 18 for-sale twin homes and 80 single-family homes (1600 SF to 2400 SF). Three different builders will construct one of each of the housing types. The apartments would be constructed for completion in 2026. The southern part is scheduled to be built in three phases over the period of 2025 through 2029.

Planner Scott Harrington (Vandewalle and Associates) reviewed what **tax incremental financing (TIF)** provides for economic development to a community. Vandewalle has assisted in suggesting a mixed-use tax incremental district (TID) that would include the apartment complex and some surrounding properties to aid in revitalizing certain vacant buildings on Church St. Mr. Harrington has been working with city staff to draft two term sheets, the basic parameters of development agreements that outline the expectations of housing products to be created, for the apartment complex with Horizon, a building developer, and the remainder of the property with the GWCH Foundation.

7. Ald. Davis moved, seconded by Ald. Moldenhauer, to convene into **closed session** per § 19.85(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (review **financial term sheets for Southwest Neighborhood development**).
Approved unanimously via roll call vote.
8. The committee reconvened into open session.
9. A motion was made by Ald. Davis, supported by Ald. Moldenhauer, to **approve the term sheets** for two separate developer agreements to be created for Horizon Develop Build Manage and GWCHF as presented in the closed session. Approved unanimously.
10. **Finance Committee adjournment.** Ald. Moldenhauer moved, seconded by Ald. Davis, to adjourn the Finance Committee at 8:25 p.m., and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

Note: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.

Request for Write-Off

Call Number	DOS	Balance	Write Off Reason
1601469	8/7/2016	\$628.60	Deceased - No Estate
1601882	10/11/2016	\$733.80	Deceased - No Estate
1702198	10/29/2017	\$631.40	Deceased - No Estate
1800024	1/4/2018	\$699.90	Deceased - No Estate
1801288	6/30/2018	\$644.00	Deceased - No Estate
1801894	9/20/2018	\$879.01	Deceased - No Estate
1801908	9/22/2018	\$650.95	Deceased - No Estate
013-21-0136	1/18/2021	\$727.65	Deceased - No Estate
013-22-2726	12/17/2022	\$942.07	Deceased - No Estate
013-23-0302	2/9/2023	\$290.00	Deceased - No Estate
013-23-0509	3/8/2023	\$864.63	Deceased - No Estate
013-23-0605	3/20/2023	\$250.00	Deceased - No Estate
013-23-0756	4/11/2023	\$107.42	Deceased - No Estate
013-23-0865	4/26/2023	\$104.25	Deceased - No Estate
013-23-0874	4/27/2023	\$755.00	Deceased - No Estate
013-23-0923	5/3/2023	\$290.00	Deceased - No Estate
013-23-0949	5/5/2023	\$364.27	Deceased - No Estate
013-23-1031	5/16/2023	\$744.00	Deceased - No Estate
013-23-1716	7/31/2023	\$250.00	Deceased - No Estate
1600153	1/23/2016	\$654.40	Unable to Locate - No SSN available
1600145	1/22/2016	\$1,044.07	Unable to Locate - No SSN available
1602032	11/6/2016	\$1,001.00	Unable to Locate - No SSN available
17001860	9/16/2017	\$945.47	Unable to Locate - No SSN available
1800583	3/22/2018	\$789.60	Unable to Locate - No SSN available
1800710	4/10/2018	\$1,177.47	Unable to Locate - No SSN available
1802011	10/7/2018	\$814.68	Unable to Locate - No SSN available
1500503	3/12/2015	\$616.40	Department of Revenue Determined Uncollectible
1601266	7/10/2016	\$657.95	Department of Revenue Determined Uncollectible
1601486	8/10/2016	\$623.40	Department of Revenue Determined Uncollectible
1601497	8/12/2016	\$638.40	Department of Revenue Determined Uncollectible
1601746	9/19/2016	\$814.81	Department of Revenue Determined Uncollectible
1700146	1/19/2017	\$90.94	Department of Revenue Determined Uncollectible

Request for Write-Off

1700227	1/31/2017	\$250.00	Department of Revenue Determined Uncollectible
1700353	2/19/2017	\$746.70	Department of Revenue Determined Uncollectible
1700733	4/9/2017	\$250.00	Department of Revenue Determined Uncollectible
1701222	6/26/2017	\$799.96	Department of Revenue Determined Uncollectible
1701892	9/19/2017	\$80.50	Department of Revenue Determined Uncollectible
1801103	6/6/2018	\$75.42	Department of Revenue Determined Uncollectible
1801138	6/11/2018	\$791.67	Department of Revenue Determined Uncollectible
1801147	6/13/2018	\$74.75	Department of Revenue Determined Uncollectible
1802085	10/16/2018	\$669.20	Department of Revenue Determined Uncollectible
013-20-0464	3/8/2020	\$356.93	Department of Revenue Determined Uncollectible
013-20-636	4/5/2020	\$645.45	Department of Revenue Determined Uncollectible
013-20-0732	4/22/2020	\$275.00	Department of Revenue Determined Uncollectible
013-20-0874	5/13/2020	\$265.00	Department of Revenue Determined Uncollectible
013-20-0953	5/21/2020	\$297.72	Department of Revenue Determined Uncollectible
013-20-1051	6/7/2020	\$79.04	Department of Revenue Determined Uncollectible
013-20-1326	7/12/2020	\$399.00	Department of Revenue Determined Uncollectible
013-20-1341	7/14/2020	\$78.35	Department of Revenue Determined Uncollectible
1701559	8/5/2017	\$0.53	Small Balance
013-20-0379	2/23/2020	\$14.38	Small Balance
013-20-0457	3/7/2020	\$4.62	Small Balance
013-22-0436	2/28/2022	\$2.26	Small Balance
013-22-0679	3/30/2022	\$3.29	Small Balance
013-22-0776	4/15/2022	\$5.00	Small Balance
013-22-2175	10/14/2022	\$9.00	Small Balance
013-22-2433	11/13/2022	\$0.87	Small Balance
Amount for Write Offs		\$26,600.18	

**RESOLUTION
AUTHORIZING THE CITY OF WATERTOWN TO APPLY FOR THE WISCONSIN
DEPARTMENT OF NATURAL RESOURCES 2024 URBAN FORESTRY INFLATION
REDUCTION ACT GRANT**

**SPONSOR: MAYOR MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, the City of Watertown is interested in applying for a fully funded grant from Wisconsin Department of Natural Resources for the purpose of funding projects that positively impact trees and people with in disadvantaged communities specified in **s. 23.097(1g) and (1r), Wis. Stats.;** and

WHEREAS, there exists an available grant award up to \$500,000 (Five Hundred Thousand Dollars) to support the foregoing objectives related to increasing access to urban tree canopy and associated human health, environmental and economic benefits and/or community engagement in disadvantaged communities within the City of Watertown in the year 2024; and

WHEREAS, grant funds will be designated to revenue account 01-42-73-75; and

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN, the City of Watertown will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the City of Watertown will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Director of Parks, Recreation, and Forestry, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		

ADOPTED Type meeting date

CITY CLERK

SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

APPROVED Type meeting date

MAYOR

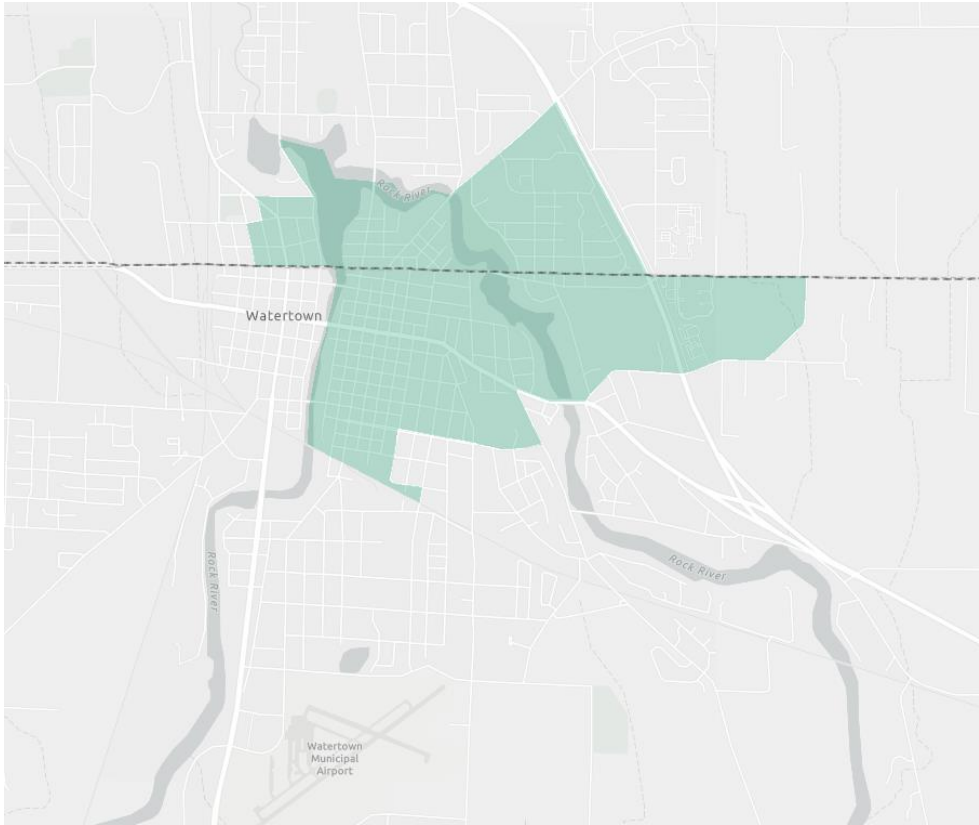


MEMO

TO: Finance Committee
FROM: Kristine Butteris, Director of Parks, Recreation, & Forestry
DATE: May 9, 2024
RE: IRA Grant Resolution

Committee Members,

The DNR has a one time only grant opportunity through the Inflation Reduction Act for projects that take place in or benefit people living in disadvantaged communities. Below is the map of the disadvantaged area of Watertown. This grant range is between \$1,000 and \$500,000 and requires no match. There is an area within Watertown that has been identified as disadvantaged. We are asking for approval of this resolution to apply for this grant.



CONTRACT NUMBER: See Exhibit A
CONTRACTOR: See Exhibit A
COMMON COUNCIL RESOLUTION: 231078

Distribution via DocuSign in this order:

- Assisting agency signatories – Signature/final copy
- Chief (Fire or Police) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbani – Initials/final copy
- “Comptroller Senior Management” (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

**Intergovernmental Agreement for Law Enforcement Services for the
2024 Republican National Convention**

I. Definitions. The following definitions apply to this Agreement.

1. **Agreement** means this Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.
2. **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement.
3. **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
4. **In Writing** means a written communication via the official Milwaukee email account (@milwaukee.gov) of the MPD Chief, MPD Chief of Staff, or the Chief’s designees.
5. **MPD** means the City of Milwaukee Police Department.
6. **Milwaukee** means the City of Milwaukee, Wisconsin.
7. **Parties** means Milwaukee and Contractor; **Party** means Milwaukee or Contractor.
8. **Security Plan** means the security plan developed for the Convention by the U.S. Secret Service, in consultation with the Milwaukee Police Department, the Milwaukee Fire Department, and other local, state and federal agencies.
9. **Security Grant** means the grant provided to Milwaukee by the U.S. Department of Justice and/or the U.S. Department of Homeland Security to provide security for the Convention.
10. **Contractor** means the name of the Contractor identified in Exhibit A.

II. Background.

1. Milwaukee has been chosen as the host city for the Convention. Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee.
2. Milwaukee requires the assistance of non-Milwaukee police personnel in support of its Convention security obligations.
3. Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement services described in this Agreement.

IV. Exhibits. Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor. Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B. Contractor shall submit a “Final” version of Exhibit B at the appropriate times as specified in this Agreement.

V. Additional Terms of Agreement.

1. **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement.
2. **Term.** The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors.
3. **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled “Total Cost,” in the section entitled “Total Request for Reimbursement” which is the estimated total cost for Contractor’s performance under the Agreement. The amount may be increased or decreased only by written amendment of the Agreement or In Writing.
4. **Payment.**
 - 4.1 Costs Reimbursed. Contractor shall be reimbursed for costs that are all of the following, as applicable: (1) properly supported by the documentation set forth below in the section entitled “Payment Requests” and in Exhibit B; (2) included in the Agreement budget or otherwise approved In Writing; (3) for personnel time, time spent in an “on duty” status between the time Assisting Personnel check in with MPD and the time that they check out with MPD at the end of their shift, in accordance with duty assignments distributed by MPD, or in training assigned by MPD, and at the rate(s) provided in Exhibit B; (4) for transportation, mileage or airfare at current United States General Services Administration rates and policies as set forth in Exhibit B; and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment.
 - 4.2 Costs Not Reimbursed. Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following:
 - 4.2.1 Assisting Personnel’s time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MPD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below.
 - 4.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement.
 - 4.2.3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor.
 - 4.2.4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel.
 - 4.2.5 Hours worked outside those established by MPD unless pre-approved In Writing. In Writing approval may be provided retroactively if Assisting Personnel are acting on a

direct command from MPD or responding to an emergency situation which, in their professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MPD command at the earliest reasonable time.

4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.

4.3 Payment Requests. Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request:

4.3.1 “Final” version of Exhibit B, and all documentation required therein.

4.3.2 If requested, copies of the relevant portion of a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.

4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.

4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).

4.3.5 A completed W-9 form.

4.4 Timing of payments and recoupment.

4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.

4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee’s option, on a final audit of Contractor’s documentation by Milwaukee, state, or federal officials.

4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee’s written demand to Contractor.

4.5 Risk. Reimbursements under the Agreement are conditioned upon the City’s actual receipt of funds from the granting authority, and Contractor undertakes any work performed before the City’s receipt of such funds at its own risk. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all City’s security obligations under the Security Plan, City may terminate this Agreement.

5. **Records, Audit, and Information Requests.**

5.1 Information requested pursuant to payment requests and audit. Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

- 5.2 **Federal Grant Record Retention Requirements.** Contractor will retain those records required by 2 C.F.R. § 200.334 for a period of three years after it receives notice from Milwaukee that Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 5.3 **Wisconsin Public Records Law.** The Parties understand and agree that they are each Authorities under the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Irrespective of any other term of this Agreement, Contractor is obligated to retain Records for seven years from the date of the Record's creation. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.
6. **Security Information.** Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.
7. **Choice of Law and Venue.** The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin. Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue.
8. **Liability.** Except as otherwise provided in this Agreement, each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.
9. **No Waiver.** Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.
10. **Sam.gov profile.** Contractor is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number during the term of the Agreement.
11. **Independent legal entities and employment.**
- 11.1 **Independent Legal Entities.** Contractor is an independent legal entity, and neither Contractor, nor Contractor's employees, agents, and/or Assisting Personnel are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

- 11.2 Assisting Personnel Remain Employees of Contractor. Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Contractor for those expenses under the terms of this Agreement. This paragraph does not diminish the City's reimbursement obligations set forth elsewhere in this Agreement. **Because Contractor is claiming reimbursement for fringe benefits, including worker's compensation contributions/premiums, Contractor expressly waives any right to reimbursement for worker's compensation or other medical liability claims, including but not limited to claims under Wis. Stat. § 66.0513(2).**
12. **Indemnification.** The City shall indemnify Contractor and Assisting Personnel for liability to third parties incurred while Assisting Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.
13. **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A.
14. **Remedies for noncompliance.** If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:
- 14.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
 - 14.2 Deny both use of funds for all or part of the activity or action not in compliance;
 - 14.3 Wholly or partially suspend the Agreement;
 - 14.4 Withhold further reimbursement;
 - 14.5 Terminate the Agreement;
 - 14.6 Take other remedies that may be legally available.
15. **Termination.**
- 15.1 Termination by Milwaukee. Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in the Agreement budget prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement; (2) such costs do not exceed the amount allowed under the Agreement; and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.

- 15.2 **Termination by Contractor.** Contractor may terminate the Agreement if Contractor is not able to both fulfil the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance. Upon Contractor's termination of the Agreement, Contractor shall fully refund to Milwaukee all costs, funds, or other prepayments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any). Contractor shall be reimbursed according to the procedures set forth in the Agreement for costs incurred during any provision of Agreement services to Milwaukee. Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination.
16. **Amendment.** The Agreement may be amended only by joint written agreement between the Parties.
17. **Headings.** The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms.
18. **Survival.** The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
19. **Lobbying.** Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions.
20. **Debarment.** By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement. Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance. If Contractor becomes debarred, it will immediately notify Milwaukee, and such debarment may be grounds for termination of the Agreement.
21. **Entire agreement, amendments, severability.**
- 21.1 **Entire Agreement.** The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement.
- 21.2 **Severability.** If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms of the Agreement shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Milwaukee.

22. Certifications and incorporation of federally required terms. The following terms and conditions are incorporated into the Addendum:

- 22.1 Amendment Permitted. This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms.
- 22.2 Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.
- 22.3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA).
- 22.4 Energy Efficiency. Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 22.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that:
- 22.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 22.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- 22.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- 22.5.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

- 22.6 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.
- 22.7 Federal Government is Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement.
- 22.8 Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under the Agreement.
- 22.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Agreement to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence.
- 22.10 Prohibition on confidentiality agreements. Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 22.11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

23. **Organizational Structure and Law Enforcement Procedures.**

- 23.1 Unified Incident Command. At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MPD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency.

- 23.2 Lead Local Law Enforcement Agency and Assignments. MPD is the lead local law enforcement agency for purposes of the Convention Security Plan. The Milwaukee Police Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor's commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MPD and MPD shall reasonably attempt to accommodate the objection. The decision of the MPD regarding the objection and the requirements of the Security Plan shall control.
- 23.3 Policies and Law to Apply. Assisting Personnel will abide by applicable MPD policies, the lawful commands of the MPD Chief of Police and their designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Rules of engagement and applicable standard operating procedures are available at <https://milw.sharepoint.com/:f:/r/sites/MPDRNCInformationCenter/Shared%20Documents/General?csf=1&web=1&e=KpTEFq> (see "Outside Agency Documents" → "Files" → "Wisconsin Intergovernmental Agreements Documents" folder) and must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request. To activate this link, and access these documents, please request access by contacting the MPD RNC Planning Unit by email at MPD_RNC2024@milwaukee.gov or by telephone at (414) 935-7171.
- 23.4 Police Authority. Most Assisting Personnel duty assignments shall include the assignment of at least one MPD officer. Should an arrest or stop be required, the MPD officer shall conduct the arrest, and Assisting Personnel shall assist as directed. Assisting Personnel shall not conduct arrests or stops unless required to do so by emergent circumstances in which an MPD officer is not available or capable of conducting the arrest or stop. In such cases, the arresting officer shall include an MPD officer at his/her earliest opportunity and shall provide that MPD officer with all relevant and/or requested information. This Agreement is a request for assistance pursuant to Wis. Stat. §§ 66.0301 and 66.0313, pursuant to which a responding Wisconsin officer may assist with an arrest, notwithstanding any other jurisdictional provision.
- 23.5 Conformance to Security Plan. All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MPD Chief of Police and their designees.
- 24. Assisting Personnel and Responsibilities.**
- 24.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MPD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MPD. MPD shall make reasonable efforts to coordinate the training schedule with Contractor.
- 24.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of Contractor.
- 24.3 Field Operations Guide. MPD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.
- 24.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor's performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of

personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee.

24.5 Assisting Personnel Criteria. Each Assisting Personnel provided by Contractor shall meet each of the following criteria:

24.5.1 Be licensed or certified as a law enforcement officer or equivalent by Contractor.

24.5.2 By reason of experience, training, and physical fitness, be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

24.5.3 If assigned to the Major Incident Response Team, have completed Mobile Field Force training or its equivalent and other training as required by MPD or the United States Secret Service.

24.5.4 Employed as a licensed or certified non-probationary officer with at least 1 year of service by Assisting Governmental Unit and be an officer in good standing at all times until the completion of the Convention.

24.5.5 Have not been (i) sued in an individual capacity and adjudicated as liable for violations of the U.S. Constitution, or (ii) have sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

24.6 Declining Personnel. At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred.

24.7 Assisting Personnel Equipment.

24.7.1 Each Assisting Personnel shall be equipped by Contractor at Contractor's own expense with a seasonally appropriate patrol uniform and equipment, including service belt, service weapon, radio, and personal soft ballistic body armor. Assisting Personnel shall not bring to their assignments any chemical or other non-lethal munitions except as authorized by MPD via the sanctioned equipment list described below.

24.7.2 A complete, sanctioned, equipment list is will be provided to Contractor at least sixty (60) days before the Convention. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Assisting Personnel as part of their assignments unless MPD consents to the use of such In Writing.

24.7.3 Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost by a supplier seeking to demonstrate new equipment.

25. **Milwaukee Responsibilities**. In addition to Milwaukee's lead law enforcement agency responsibilities for the Convention, Milwaukee will provide the following:

25.1 Training. Training for Assisting Personnel, as and if determined necessary by MPD or the United States Secret Service.

25.2 Lodging and Food. Milwaukee will provide lodging for Assisting Personnel whose home agency is located more than 50 road miles outside of Milwaukee. Milwaukee will also provide a per diem for all Assisting Personnel for those times that they are stationed in Milwaukee, as specified in Exhibit B. Any expenditures for food or lodging outside of those provided by Milwaukee shall be at Assisting Personnel or Contractor's own expense.

26. **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor. Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MPD or an external law enforcement agency for investigation with appropriate notice to Contractor.

IN WITNESS WHEREOF, the City and Contractor have fully executed this Agreement as of the date of the final signature below:

CITY OF MILWAUKEE,
A Municipal Corporation

By Its Milwaukee Police Department

By: _____
Chief Jeffrey B. Norman

Date: _____

CONTRACTOR: See Exhibit A

By: _____ Title: _____ Date: _____

By: _____ Title: _____ Date: _____

Countersigned:

_____ Date: _____
(City Comptroller)

Date: _____

___ Initials (Comptroller Staff)

___ Initials (Comptroller Staff)

Examined and approved as to form and execution this ___ day of _____, 2024.

Assistant City Attorney



Milwaukee Police Department
Police Administration Building
749 West State Street
Milwaukee, Wisconsin 53233
<http://www.milwaukee.gov/police>

Jeffrey B. Norman
Chief of Police

(414) 933-4444

March 21, 2024

Dear Agency Head,

Thank you for your continued commitment to participate in the Milwaukee Police Department’s (MPD) 2024 Republican National Convention (RNC) security mission. The 2024 MPD RNC Planning Unit remains available to answer any questions you or your team may have related to the planning and execution of this event.

This is the third official interagency communication from the MPD RNC Planning Unit, and the information contained herein is the same for all participating agencies within the State of Wisconsin.

All assisting Wisconsin law enforcement officers will have full police powers, including that of arrest, under the umbrella of the State of Wisconsin’s Mutual Aid Statute, §66.0313.

Please be advised that the Milwaukee Police Department is moving to a per diem meals reimbursement platform for the RNC, utilizing current GSA rates for the city of Milwaukee. The City of Milwaukee rates are \$59.00/day during full deployment days, and \$44.00/day during the scheduled travel days of Saturday July 13, 2024 and Friday July 19, 2024. Please note that the City of Milwaukee Policy does not allow for the reimbursement of incidentals. The per diem platform, as well as Milwaukee Police Department provided lodging, will be provided to all participating personnel whose home work location is 50 miles or greater from the RNC Emergency Operations Center (EOC), which will be located at 5400 S 60th St, Greendale WI 53129.

The Primary objective of this communication is to provide to your agencies a copy, in pdf format, of the **Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention (IGA)**, and its **exhibits A and B**. These documents are attached to the email that this letter arrived in, along with the **Official RNC Rules of Engagement**.

THE RO-1 FORM

Please see the attached RO-1 form, and complete per the following instructions and email it back to MPD_RNC2024@milwaukee.gov **no later than April 4, 2024.**

Under the “Resource Offered” column, please write in each resource your agency is offering, using basic titles of “Police Officer” or “Sheriff’s Deputy,” for personnel intended to participate in the security focused assignments (i.e. “Mobile Field Force Officer,” “Bicycle Crowd Control Officer,” or “Grenadier” for personnel offered with an interest in participating in crowd control activities).

For offers of other specialty unit members, such as SWAT or Explosive Ordinance Detection Officers, please write in your agency's name for each type of resource.

Under the "Resource Description" column, please write a concise description of each resource offered as some agencies may use similar language and titles for a particular role, but perform different tasks and functions operationally.

Under the "Quantity" column, please write the number of each resource offered.

The attached RO-1 form, which is saved in the .pdf format, may be completed with handwritten or typed responses and emailed back to MPD_RNC2024@milwaukee.gov.

Upon receipt of your RO-1 form, the MPD RNC Planning Unit will compile a master list of officially offered resources, and will assign resources based upon requests received from the RNC Subcommittee chairs and the MPD RNC Operational Commanders.

A number of participating agencies are members or co-chairs of official RNC subcommittees, and others may have had conversations with other outside entities related to participation in the RNC. Communication amongst participating local, state, and federal agencies for RNC planning purposes is necessary and encouraged, however it should be noted that per Federal RNC Grant requirements, costs incurred by your agency as a result of participating in the RNC are only reimbursable if the use of the resources which resulted in such costs were authorized by the Milwaukee Police Department RNC Planning Unit. Please reach out to the MPD RNC Planning Unit at 414-935-7171 or MPD_RNC2024@milwaukee.gov for any questions you may have on this topic.

Your agency will be contacted by the MPD RNC Planning Unit to confirm receipt of your agency's RO-1 and update you as to the status of your tentative assignments.

IGA COMPLETION PROCEDURE

It should be noted that your agency will be a "contractor" for the purposes of this agreement, as opposed to a sub-awardee of the Federal RNC Grant.

Please review the attached IGA in accordance with your internal policy and forward any questions or concerns you may have to the MPD RNC Planning Unit at MPD_RNC2024@milwaukee.gov.

After your internal review, please sign and date the IGA under the "Contractor" section on page 11, and return to the above RNC Planning Unit email address.

The RNC Planning Unit will confirm receipt of your signed IGA, and provide a timeline to finalize the agreement through DocuSign.

Please also complete Exhibit A, excluding Item III. Please note that overtime and travel reimbursement rates are subject to your agency's internal collective bargaining agreements (CBA) agreements, laws, procedures, etc., and ensure that appropriate supporting documentation of such is included with your completed IGA Exhibit A to prevent any delays in reimbursement.

Exhibit B is a dual-purpose form that will be used before the event as an estimate of costs that will be incurred by your agency as a result of participating in the RNC, and after the event as final recording of your actual incurred costs, to be submitted with your reimbursement request after the event.

Please check the “estimate” box on exhibit B and complete and return along with your signed IGA.

Please note that as you produce your wage cost estimates on the Personnel tab, it is not necessary, *at this time*, to enter individual officer names and contact information. You may enter only the position and wage information including the calculated hourly and overtime fringe benefit rate corresponding with a deployment from Sunday, July 14, 2024 through Thursday, July 18, 2024, with Saturday July 13, 2024 and Friday July 19, 2024 reserved as travel days with partial GSA per diem reimbursement rates. Officers will be scheduled for 12-hour shifts. The cost of health insurance, pension/retirement contributions, workers compensation etc. are reimbursable fringe benefits.

DEVELOPING YOUR ROSTER

All participating Wisconsin law enforcement officers will be credentialed by the MPD RNC Planning Unit and will be issued an ID card containing their agency, name and rank, photo, and unique ID number to be carried on their person during all working hours of the RNC.

If your agency’s members are assigned at any time to an assignment within the middle perimeter (formerly referred to as “hard zone” or “pedestrian exclusion zone”), they will also need to be credentialed by the United States Secret Service (USSS).

In our next update email the MPD RNC Planning Unit will request that participating agencies submit an appropriate .jpg format image of their department logo or badge, as well as the full names, dates of birth, titles, and ID photos of participating members to facilitate the production of the MPD RNC credential cards. It is likely that this information will be requested to be submitted to the MPD RNC Planning Unit no later than **May 15, 2024**; however, if your agency has already selected your participating personnel, or intends to select participating personnel prior to the eventual submission date, please contact the MPD RNC Planning Unit at 414-935-7171 or MPD_RNC2024@milwaukee.gov regarding and further instructions will be provided to expedite the production of your MPD RNC credential cards.

If members of your agency are selected for assignments within the middle perimeter and require USSS credentialing, the MPD RNC Planning Unit will contact you and advise you of the next steps.

TIME AND ATTENDANCE TRACKING

The MPD RNC Planning Unit, to aid in the accurate recording of hours worked during the RNC, will provide additional supporting documentation of hours worked by your members during the reimbursement phase by deploying a software/hardware-based time and attendance solution.

The MPD RNC EOC will check your members in and out either in-person or remotely with a smartphone/tablet at the beginning and end of their shifts utilizing the software/hardware-based time and attendance system. Your agency's on scene supervisor or a member of the MPD RNC Planning Unit may be responsible for check in and check out, depending on the location of the assignment and your members lodging location to ensure an accurate recording of all hours worked.

As the RNC Operation Plan is finalized and your members are assigned their final assignments, the MPD RNC Planning Unit will determine if any member of your supervisory team will be assigned to operate our time and attendance technology. Training will be provided prior to utilization of the technology.

All data captured related to time and attendance tracking will be shared with participating agencies.

MULTIJURISDICTIONAL SPECIALTY UNITS

The MPD RNC Planning Unit has received preliminary commitments from various agencies which include an offer of personnel resources that are composed of sworn law enforcement officers from multiple Wisconsin Law Enforcement Agencies. Regardless of any existing agreement between agencies whose members compose such multijurisdictional mobile field forces or tactical enforcement units, to comply with Federal RNC Grant requirements and ensure reimbursement to all agencies operating as a part of such multijurisdictional specialty units, IGA's must be signed and completed with each agency present and operating in any such multijurisdictional specialty unit.


If your agency is the lead agency in a specialty unit or team as described above, please contact the MPD RNC Planning Unit as soon as possible to confirm that all participating agencies in your multijurisdictional specialty unit have completed, or will complete the appropriate IGA.

NEXT STEPS

Please keep in mind that the MPD RNC Planning Unit is available Monday through Friday 9am-7pm to assist your agency in all aspects of the planning of this event, and you are encouraged to call 414-935-7171 or email MPD_RNC2024@milwaukee.gov anytime with any questions or concerns you may have.

In addition, the City of Milwaukee has produced a publicly available Frequently Asked Questions webpage, which is accessible at <https://city.milwaukee.gov/RNC/FAQ>.

Once again, thank you for your support of the 2024 Republican National Convention National Special Security Event (NSSE). Together, we will ensure a safe, smooth, and successful event!

Respectfully,

Jeffrey B. Norman
Chief of Police



Milwaukee Police Department
Police Administration Building
749 West State Street
Milwaukee, Wisconsin 53233
<http://www.milwaukee.gov/police>

Jeffrey B. Norman
Chief of Police

(414) 933-4444

April 29, 2024

Dear Agency Head,

Thank you for your continued commitment to participate in the Milwaukee Police Department's (MPD) 2024 Republican National Convention (RNC) security mission. The 2024 MPD RNC Planning Unit remains available to answer any questions you or your team may have related to the planning and execution of this event.

This is the fourth official interagency communication from the MPD RNC Planning Unit, and the information contained herein is the same for all participating agencies nationwide.

For Wisconsin Agencies who have completed their RNC Intergovernmental Agreements (IGA), thank you. For Wisconsin Agencies still in the process of completing the RNC IGA, please feel free to reach out to the MPD RNC Planning Unit with any questions or concerns you may have.

For participating Agencies from outside of Wisconsin, you should at this time be close to finalizing your agency's official Emergency Management Assistance Compact (EMAC) Resource Support Agreement. If you have not been able to make contact your EMAC Coordinator at your state Emergency Management Agency (EMA), please contact the MPD RNC Planning Unit at 414-935-7171 or MPD_RNC2024@milwaukee.gov, and support will be provided.

At this time, the Milwaukee Police Department is still working towards reaching our target number of sworn law enforcement officers to participate in the RNC. Due to this, announcements of participating agencies tentative RNC assignments has been temporarily postponed, but will be available no later than June 15, 2024.

The MPD is still accepting offers of sworn law enforcement support to fill general security assignments. Per EMAC Article IV, assisting law enforcement personnel remain under the command of their regular command structure, but come under the operational control of the authorities of the receiving entity. Due to this, and the requirements of the Federal Security Grant, it is likely that participating supervisors will be required to participate in Security Assignments in the field. Non-sworn positions and support/administrative positions will be reimbursable provided such positions are reasonable, allocable to, necessary for the performance of the federal award, and in compliance with the funding statute and agency requirements, including the cost principles set out in the Uniform Requirements 2 C.F.R. Part 200, Subpart E. If you are aware of a law enforcement agency that has expressed interest in participating in the RNC but has not been extended an official preliminary mutual aid request letter, please feel free to share the MPD RNC Planning Unit's contact information with them.

The MPD has finalized the details of the required training events mentioned in the Preliminary Mutual Aid Request letters received by all participating agencies. This training will be satisfied by participating members viewing an MPD produced training video upon initial check-in at the MPD RNC Operations Center, located at 5400 S 60th St, Greendale WI 53129. The video will address pertinent MPD Standard Operating Procedures, City of Milwaukee Municipal Ordinances, and Wisconsin State Statutes. During check in, participating members will also be issued their MPD RNC credentials, and possibly, equipment. If you are interested in reviewing documents related to the training topics prior to your arrival in Wisconsin, please reach out to the MPD RNC Planning Unit at the above phone number or email address, and you will be granted access to our RNC SharePoint site, which contains copies for your review.

This update is focused on two important areas of RNC planning, Rosters and Logistics.

ROSTERS

The Milwaukee Police Department at this time, respectfully requests that all participating law enforcement agencies submit their official RNC Rosters no later than May 15th, 2024.

Attached you will find the “**Reimbursable Law Enforcement Template**” (RLET).

Please fill out one line per participating member, filling in every column as appropriate. For the “other rate” column, please input the member’s hourly fringe benefit rate. Data collected on the RLET will be used to create each member’s MPD RNC credential, which is required under the Federal Security Grant for time and attendance tracking.

To ensure data is formatted correctly to interface with our software, when entering information in your RLET, please ensure the following:

1. Birthdate is entered as two-digit month, two-digit day, four-digit year, separated by forward slashes, such as 05/18/1988.
2. Standard, overtime and other rate are entered in US dollars and cents, without the (\$) dollar sign.
3. Phone numbers are entered including the area code, without parenthesis, such as 414-935-7171.
4. Height is entered in feet and inches, including the foot and inch symbol, such as 6’2”.
5. Weight is entered numerically only, in pounds. For example, please only enter “210” not 210 lbs.

The Milwaukee Police Department will ensure that your members personally identifying information (PII) will be kept confidential and within our secured network. Further, said PII will be used only for production of MPD RNC credentials and payroll tracking in accordance with Federal Security Grant guidelines.

Also required to complete your agencies credentials are individual employee photos. Along with your completed RLET, please submit a .jpg format image of each participating member, along with a .jpg image of your agency’s patch and/or badge.

LOGISTICS

MPD will provide transportation to and from all assignments and lodging locations for the duration of the RNC, including picking up participating law enforcement members from General Mitchell International Airport, Chicago O'Hare, or Chicago Midway International Airport upon their arrival in Wisconsin. If your agency is driving into Milwaukee, you may opt to use your own vehicles for transportation. If you do opt to bring vehicles and permit them to be used in an operational capacity, they will be reimbursed as such per the most recent FEMA Schedule of Equipment Rates.

MPD will also be providing parking for law enforcement vehicles, including specialty vehicles and equipment trailers.

Additionally, MPD will be providing docking stations for AXON Body 3 body worn cameras at our Operations Center. Please label all body worn cameras with name and agency on the back of the camera. MPD will have assigned personnel to collect, charge, upload and return your respective body worn cameras. If your agency uses an AXON body worn camera other than the Body 3, MPD requests that you bring along the appropriate docking station. MPD will also provide space within our Operations Center for all participating agencies to view their body camera footage, and conduct other RNC related tasks.

MPD has a number of mechanisms planned to ensure appropriate communications with participating agencies, including possible interoperability of handheld radio systems, issuing cell phones including an application to facilitate a connection to existing radio systems, and other web and/or cellular based solutions.

In order to devise an orderly and efficient plan to transport your members, provide sufficient space to park your vehicles and trailers, ensure body camera docking is available for all, and communications are seamless, the MPD RNC Planning Unit has produced the **MPD Logistics Information Data Sheet (LIDS)**, which you will also find attached to this email.

Please fill out and submit the LIDS form along with your RLET and .jpg images of your personnel and patch and/or badge no later than May 15th, 2024.

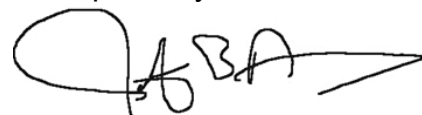
MICROSOFT TEAMS MEETINGS

As in-state IGA's and out-of-state RSA's are completed, the MPD RNC Planning Unit will begin reaching out to participating agencies to schedule Teams meetings to address in detail any aspect of our RNC mission. Multi-agency Teams meetings may be proposed when several agencies will be working in close proximity, or on similar assignments.

Until then, the MPD RNC Planning Unit remains at your service Monday through Friday, 9am -7pm central at 414-935-7171 or MPD_RNC2024@milwaukee.gov, to assist you with any component of your agency's logistic or operational plan related to participating in the RNC.

As always, your continued support is most appreciated, and the key to the success of the 2024 Milwaukee RNC.

Respectfully,



Jeffrey B. Norman
Chief of Police



Watertown Fire Department

106 Jones Street, Watertown, WI 53094 • 920-261-3610 • 920-261-7527 fax
https://www.watertownwi.gov/departments/fire_department.php

MEMO

TO: Finance Committee
FROM: Fire Chief
DATE: May 8, 2024
RE Review and Take Possible Action: Deputy Chief Wage

Deputy Chief- Wage Determination Calculations:

- Based on the Union Contract June 1, 2025, Lt Year 3 wage of \$88, 474.15: 08% is the stated desire wage separation between ranks at Watertown Fire Department and all levels of supervisors within the city.
- Based *solely* from the contracted base rate for Lieutenants, and calculating 108% for Battalion Chief and Deputy Chief, the base rate calculates to **\$103.196.25**.
- \$103,196.25 comes to \$49.61 hourly.
 - At the grade of Q, without going below, puts this rate at **Step 8, \$50.02/hour**.
- The selected candidate is a paramedic, which adds 4.5% of "EMT" pay: *about* \$3,320 annually.

The wage calculated above is *not* calculated with overtime costs, which causes major fluctuations in compression concerns within our department. The wage is calculated from a *standard* rate of pay that does not go down.

The candidate selected for this position brings a wealth of knowledge, experience, and passion for supporting not only the Fire Department, myself as a new Fire Chief, but also the city departments and community. He has a proven track record of achieving desired outcomes for employee development and operational experience that complements his ability to develop a sustainable organization with a vision for the future. He has a master's degree in business administration, Executive Fire Officer, numerous additional certifications in career development and technical operations and is a certified Chief Fire Officer.

His current wages are at \$110,000 annually and to make a substantial cut to his current rate of pay to share his knowledge skills and abilities with our city would be a disservice to not only his situation, but also a lost opportunity for the city. The selected rate of pay with paramedic premium is still below his current wage by over \$3,000, so it is not an elaborate or out of line request.

The department has had a vacancy in this position, and the Fire Chief position for a period totaling 17 weeks. After speaking with the Finance Director, it is confirmed this wage request could be absorbed in our already approved budget for 2024.

I respectfully request approval for the Deputy Chief wage to be approved at Grade Q step 8.

Candidate Selection Form

With the guidance of the Recruitment Policy and expectations noted in the approved Request to Fill, the candidate below has been identified to fill the need listed below for the City of Watertown.

POSITION TITLE Deputy Chief DEPARTMENT Fire Department # OF APPLICANTS: 7

FT PT SALARY HOURLY Days Posted: _____ Incumbent: Tony Rauterberg

NEW POSITION REPLACEMENT OPENING FINANCE COMMITTEE APPROVAL REQUIRED: Y / N
(See Recruitment Policy)

Reason for Opening:

Previous Deputy Chief resigned

Justification for fill:

Meet operational needs of department and support emergency services in Watertown and surrounding area.

Top Candidate Name: David Johnsen Recommended Grade/Step/\$ Q-8

Qualifications:

Previous WI Fire Chief, current Deputy Chief in a city similar in size to Watertown, 27+ years experience at all levels of Fire Service, Masters of Business Administration, EFO, NREMT, numerous additional technical certifications above and beyond WI State Fire certifications, Certified Fire Officer

First Alternate Name: Repost Job Recommended Grade/Step/\$ _____

Qualifications:

Second Alternate Name: Repost Recommended Grade/Step/\$ _____

Qualifications:

Comments:

Supervisor Signature/Date

Department Head Signature/Date

Human Resources

- References Completed
- Background Check Completed
- Permission for Screening Received
- Grade, Step, and Years of Service
- Contingent Offer Drafted

HR Signature Date

Finance Director Signature Date

Mayor Signature Date

Final Approval

Grade ___ Step ___ _ Vacation _____

Finance Committee (as required) _____

Effective Date: _____

**RESOLUTION TO
ACCEPT BID FOR PUBLICATION OF COUNCIL PROCEEDINGS AND CITY
ADVERTISING AND DESIGNATE OFFICIAL CITY NEWSPAPER**

**SPONSOR: MAYOR MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, a publication was placed in the Watertown Daily Times on April 09, 2024, for the publication of the Council Proceedings and City advertising; and,

WHEREAS, the only bid submitted was from Watertown Daily Times, Watertown, WI, as follows:

COST PER INSERTION

- 1 Col. Line - \$0.6139 first insertion, \$0.4850 second/third insertion
 - 2 Col. Line - \$1.2812 first insertion, \$1.0122 second/third insertion
 - 3 Col. Line - \$1.9484 first insertion, \$1.5394 second/third insertion
 - 4 Col. Line - \$2.6157 first insertion, \$2.0665 second/third insertion
 - 5 Col. Line - \$3.2830 first insertion, \$2.5937 second/third insertion
 - 6 Col. Line - \$3.9502 first insertion, \$3.1209 second/third insertion
- (Lines run as Arial Bold - 6.5 Font)
- 2 - 5 Col. Box notice will be charged at a flat 17.80 per column inch.

Sample Ballots are charged based on lines and overall size. The calculation is available on page 2 of the State of Wisconsin document attached.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Watertown that the bid of the Watertown Daily Times, Watertown, WI is hereby accepted and that the Watertown Daily Times is hereby designated the official City newspaper as provided in Section 985.06(1) of the Wisconsin Statutes until the third Tuesday of May 2025.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED May 21, 2023

CITY CLERK

APPROVED May 21, 2024

MAYOR

May 2, 2024

Megan Dunneisen, City Clerk
City of Watertown
Watertown, WI 53094



Dear Megan Dunneisen,

In response to the Notice of Sealed Bids for Official Newspaper which was published on May 1, 2024, please receive for consideration this proposal on behalf of The Watertown Daily Times, 218 S. First Street, Watertown, WI, 53094.

Wis. Stats. 985.06 require that an official newspaper may not charge in excess of the State of Wisconsin Department of Administration assigned rates. I have enclosed a copy of those rates.

The official bid for legal notices and council proceedings would be:

COST PER INSERTION

- 1 Col. Line – \$0.6139 first insertion, \$0.4850 second/third insertion
 - 2 Col. Line – \$1.2812 first insertion, \$1.0122 second/third insertion
 - 3 Col. Line – \$1.9484 first insertion, \$1.5394 second/third insertion
 - 4 Col. Line – \$2.6157 first insertion, \$2.0665 second/third insertion
 - 5 Col. Line – \$3.2830 first insertion, \$2.5937 second/third insertion
 - 6 Col. Line – \$3.9502 first insertion, \$3.1209 second/third insertion
- (Lines run as Arial Bold – 6.5 Font)

2 – 5 Col. Box notice will be charged at a flat 17.80 per column inch.

*Sample Ballots are charged based on lines and overall size. The calculation is available on page 2 of the State of Wisconsin document attached.

All legal notices should be emailed to legals@wdtimes.com. Also, the Wis.Stats. 985.01(5) defines “published” by certain mailing criteria. Enclosed is a copy of the Watertown most recent Statement of Ownership which is on file with the U.S. Postal Office in Watertown.

Our certification has been mailed at the City of Watertown plus Dodge and Jefferson County Clerk as required in Wis.Stats. 985.03(2).

If you have any questions or additional requirements, please contact me.

Sincerely,


 Megan Vergenz
 Operations Director – APG Southern WI
 920-691-3637
 mvergenz@apg-sw.com

Enclosures: 2

**U.S. POSTAL SERVICE
STATEMENT OF OWNERSHIP, MANAGEMENT, AND CIRCULATION
(Required by 39 U.S.C. 3685)**

Section 3, Item F.

1. **PUBLICATION TITLE:** Watertown Daily Times
2. **PUBLICATION NO.** 669-180
3. **FILING DATE:** September 18, 2023
4. **ISSUE FREQUENCY:** 5 days a week (M-F)
5. **NO. OF ISSUES PUBLISHED ANNUALLY:** 251
6. **ANNUAL SUBSCRIPTION PRICE:** \$254.80
7. **COMPLETE MAILING ADDRESS OF KNOWN OFFICE OF PUBLICATION**
Mark Robertson
218 S. First St.,
Watertown, WI 53094
8. **COMPLETE MAILING ADDRESS OF HEADQUARTERS OR GENERAL BUSINESS OFFICE OF PUBLISHER:** 218 S. First St., Watertown, WI 53094
FULL NAMES AND COMPLETE MAILING ADDRESSES OF PUBLISHER, EDITOR, AND MANAGING EDITOR:
Publisher: Steve Lauber, 218 S. First St., Watertown, WI 53094
Editor: Brian O'Connor, 218 S. First St., Watertown, WI 53094
10. **THE OWNER IS:** Adams Publishing Group, LLC, 29088 Airpark Dr., Easton, MD 21061
11. **KNOWN BONDHOLDERS, MORTGAGES, AND OTHER SECURITY HOLDERS OWNING OR HOLDING 1 PERCENT OR MORE OF TOTAL AMOUNT OF BONDS, MORTGAGES OR OTHER SECURITIES:** Alter Domus (US) LLC, 225 W. Washington St., Chicago, IL 60606
12. **TAX STATUS:**
Has Not Changed During Preceding 12 Months
13. **PUBLICATION TITLE:**
Watertown Daily Times
14. **ISSUE DATE FOR CIRCULATION DATA BELOW:**
September 8, 2023
15. **EXTENT AND NATURE OF CIRCULATION:**
Monday, Tuesday, Wednesday, Thursday and Friday

a. Total Number of Copies (<i>Net press run</i>)	2917	2746
b. Paid Circulation (<i>By Mail and Outside the Mail</i>)	1092	1086
(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541. (<i>Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies</i>)		
(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541. (<i>Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies</i>)	1360	1265
(3) Paid Distribution Outside the Mails <i>Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®</i>	300	332
(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail®)	0	0
c. Total Paid Distribution (<i>Sum of 15b (1), (2), (3), and (4)</i>)	2752	2683
d. Free or Nominal Rate Distribution (<i>By Mail and Outside the Mail</i>)	8	9
(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541		
(2) Free or Nominal Rate In-County	4	5
(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)	0	0
(4) Free or Nominal Rate Distribution Outside the Mail (<i>Carriers or other means</i>)	0	0
e. Total Free or Nominal Rate Distribution (<i>Sum of 15d (1), (2), (3) and (4)</i>)	12	14
f. Total Distribution (<i>Sum of 15c and 15e</i>)	2764	2697
g. Copies Not Distributed	149	49
h. Total (<i>Sum of 15f and g</i>)	2913	2746
i. Percent Paid (<i>15c divided by 15f times 100</i>)	99.57%	99.48%

16. Electronic Copy Circulation

a. Paid Electronic Copies	226	212
b. Total Paid Print Copies (Line 15c) + Paid Electronic Copies (Line 16a)	2978	2895
c. Total Print Distribution (Line 15f) + Paid Electronic Copies (Line 16a)	2990	2909
d. Percent Paid (Both Print & Electronic Copies) (16b divided by 16c x 100)	99.6%	99.52%

I certify that 50% of all my distributed copies (electronic & print) are paid above a nominal price.

17. Publication of Statement of Ownership

If the publication is a general publication, publication of this statement is required. Will be printed in the October 6, 2023 issue of this publication.

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).

Steve Lauber, Publisher



DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary
Jana Steinmetz, Administrator

December 12, 2023

KEEP THIS DOCUMENT FOR YOUR RECORDS

Watertown Daily Times

Becky Thielke
218 S First St
PO Box 140
Watertown, WI 53094-0140

2024 Certification of Legal Notice Rates for Newspapers

This letter certifies that the newspaper listed above may collect a fee for publishing legal notices required by Wisconsin law. Certification requirements are reviewed and legal are updated annually pursuant Chapter 10 ELECTION DATES AND NOTICES and 985 PUBLICATION OF LEGAL NOTICES; PUBLIC NEWSPAPERS; FEES of the Wisconsin Statutes.

- Part One lists information currently on file about this newspaper
- Part Two addresses general legal/public notices
- Part Three covers election facsimile ballots
- Part Four contains general information about the certification process

Effective Dates

Unless otherwise updated and amended, this certification letter governs notices published on:
January 1, 2024 through December 31, 2024.

The information below will determine the rates/fee for this newspaper and is published on the Internet. Contact the Department of Administration IMMEDIATELY with changes to any of the information listed in this document:

Paid Circulation:	2,978	Telephone:	(920) 390-6040
Circulation Adjust:	0%	Fax:	
Day(s) Published:	M Tu W Th F	E-Mail:	bthielke@wdtimes.com
County:	Jefferson/Dodge	Parent Co.:	

Insertion Rates

Your newspaper is certified for the fonts and column widths in the following list. Use the corresponding adjusted line rates to calculate fees.

Font(s)	Point Size	Alphabet Length	Column Width	Font Base	ADJUSTED RATES	
					First Insert	Subsqt Insert
Arial Bold	6.5	97	8.63	0.6139	0.6139	0.4850
Arial Bold	6.5	97	18.00	1.2812	1.2812	1.0122
Arial Bold	6.5	97	27.38	1.9484	1.9484	1.5394
Arial Bold	6.5	97	36.75	2.6157	2.6157	2.0665
Arial Bold	6.5	97	46.13	3.2830	3.2830	2.5937
Arial Bold	6.5	97	55.50	3.9502	3.9502	3.1209

2017-18 Wisconsin Statutes updated through 2019 Wis. Act 186 and through all Supreme Court and Controlled Substances Board Orders filed before and in effect on December 1, 2020. Published and certified under s. 35.18. Changes effective after December 1, 2020, are designated by NOTES. (Published 12-1-20)

Ballots

Fees for publishing ballots are calculated by area. The fee is charged as if the area occupied by the ballot were set in the standard line described in s. 985.08 (2)(a), Wis. Stats.

“All legal notices shall be in Arial type face. A standard line shall be 6-point Arial on a 6-point leading without spacing between the lines, and 11 picas in length. One inch equals 6 postscript pica and 72 postscript points. Nonstandard line lengths shall be allowed with adjustments in fees according to variations in line length.”

To calculate ballot rates use the current statute standard line rate of **\$0.9493** first insert and **\$0.7499** subsequent insertion, multiplying by 12 lines per inch, then dividing by 11 picas per column and applying the newspaper’s circulation adjustment.

Use the following worksheet to calculate fees for ballots:

- a) Measure the width of the ballot in picas (1 inch = 6 picas = 72 points): (a) _____
- b) Measure the height (single column) of the ballot in inches: (b) _____
- c) Multiply line (a) times line (b) equals: (c) _____
- d) Enter the appropriate adjusted facsimile ballot rate from the table below: (d) \$ _____

Range	Circulation Adjustment	Ballot Rate per line
First Insert: \$0.9493		
8,0000 or less	0%	\$0.9493
8,001-12,000	15%	\$1.1046
12,001-16,000	30%	\$1.2600
16,001-20,000	45%	\$1.4153
20,001-24,000	60%	\$1.5707
24,001 and up	75%	\$1.7260
Subsequent Insert: \$0.7499		
8,0000 or less	0%	\$0.7499
8,001-12,000	15%	\$0.8726
12,001-16,000	30%	\$0.9953
16,001-20,000	45%	\$1.1180
20,001-24,000	60%	\$1.2407
24,001 and up	75%	\$1.3635

e) Multiply line (c) times line (d) = TOTAL \$ _____

Sample Ballots shall be published per the copy furnished by the county and municipal clerks. Introductory and descriptive text includes material which accompanies the ballot, but which in itself is not part of the actual ballot. Fees for such are not calculated as facsimile ballots. Unless directed otherwise by the election official, this material should be published using the appropriate legal notice font and line rate from this certification.

s. 5.94 “Sample ballots; publication. When an electronic voting system employing a ballot that is distributed to electors is used, the county and municipal clerk of the county and municipality in which the polling place designated for use of the system is located shall cause to be published, in the type B notices, a true actual-size copy of the ballot containing the names of offices and candidates and statements of measures to be voted on, as nearly as possible, in the form in which they will appear on the official ballot on election day. The notice may be published as a newspaper insert. Municipal clerks may post the notice if the remainder of the type B notice is posted.”

SIZE: Election ballots may **not** be enlarged. If appropriate to provide a proper fit for a newspaper's standard column width, ballots may be reduced in size photographically. If reduced, the fee calculations are based on the area covered by the ballot as published, i.e., after it is reduced.

Chapter 10 of the Wisconsin Statutes provides the information necessary to publish election ballots in newspapers.

OPTICAL SCAN BALLOTS: These were developed after the requirements of Chapter 985 Wisconsin Statutes were established. Responsibility for readability lies with the county or municipality placing the notice.

MEASUREMENTS: For purposes of this certification, 1 inch = 6 picas = 72 points.

RATES: Wisconsin Statutes establish the standard line rate for publication of legal notices and the annual adjustment procedure. The rates for each newspaper are calculated by adjusting for the font alphabet length, the newspaper's column width(s) and total paid circulation. (Please refer to s. 985.08(2)(a), Wis. Stats.)

INSERTION: Use first insert rates to calculate fees for the first date a notice or ballot is published. First insert rates include an allowance for preparatory work by the publisher. Use subsequent insert rates for repeat publications of the same notice or ballot, i.e., when no additional preparation is needed.

COPY: When electronic copy for the entire legal notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub.(1) for subsequent insertions. (Please refer to s. 985.08 (2)(b), Wis. Stats.)

TEAR SHEETS: Upon request, a tear sheet proof of a multiple insertion notice shall be mailed to the advertiser or the advertiser's attorney within 72 hours after the first insertion, and an additional charge of \$1 for such tear sheet proof may be made. (Please refer to s. 985.08 (8), Wis. Stats.)

AFFIDAVITS: The fee for an affidavit of publication shall be \$1.00 (Please refer to s. 985.12(4), Wis. Stats.)
985.12(1) The affidavit of the editor, publisher, printer or proprietor of any newspaper, or of his or her foreman or principal clerk, of the publication of any legal notice, annexed to a copy of the notice clipped from the newspaper in **either hard copy or electronic format**, and specifying the date of each insertion, and the paper in which it was published, shall be received in all cases as presumptive evidence of the publication and of the facts stated therein.

RENEWALS: Annually updated legal notice rate certification to newspapers who meet the statutory requirements. Newspapers need to contact the State Bureau of Procurement for any changes in address, font size, column width or any of the items listed in this certification. (Please refer to s. 985.08(1), Wis. Stats.)

Newspapers must contact the Department of Administration for any changes in public notice contact personnel, address, font sizes, column width and/or any of the items listed in this certification.

If you have any questions about this certification, please email me at: william2.goff@wisconsin.gov or you can call me at (608) 266-1002.

Sincerely,
Bill Goff
Newspaper Certification Program

Attachment
Chapter 985