



## Finance Committee Meeting

Whitewater Municipal Building City Manager's  
Conference Room, 312 West Whitewater St.,  
Whitewater, WI 53190 \*In Person and Virtual

**Tuesday, April 22, 2025 - 5:00 PM**

**Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone.  
Citizen participation is welcome during topic discussion periods.**

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/83113931346>

**Telephone:** +1 (312) 626-6799 US (Chicago) (Houston)

**Webinar ID:** 831 1393 1346

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.

## AGENDA

### CALL TO ORDER

### ROLL CALL

### CONSENT AGENDA

*Items on the Consent Agenda will be approved together unless any committee member requests that an item be removed for individual consideration.*

1. March 25, 2025 Finance Committee Meeting Minutes

### HEARING OF CITIZEN COMMENTS

*No formal Committee action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.*

***To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial \*6 to unmute your phone and dial \*9 to raise your hand.***

### CONSIDERATIONS / DISCUSSIONS / REPORTS

2. Election of Chair and Vice Chairpersons
3. March Financials
4. Discussion and possible action to amend ordinance 2.62.020 Whitewater Transparency Enhancement Ordinance Posting requirements

- [5.](#) Discussion and possible action to amend ordinance 2.73.010 Lakes Advisory Committee
- [6.](#) Discussion and possible action to recommend a cell tower permit fee increase
- [7.](#) Discussion and possible action to amend the city's TIF Policy and recommend for approval by Common Council
- [8.](#) Discussion and possible action to recommend the adoption of the Federal Awards Administration Policy to the Common Council
- [9.](#) Discussion and possible action to adopt the amendment to the Procurement Policy and recommend to the Common Council
- [10.](#) Discussion and possible action to approve an updated Title VI policy and recommend to the Common Council
- [11.](#) Discussion and possible action to recommend approval of Brown Cab contract for 2026
- [12.](#) Discussion and possible action for a Notice of Claim filed by Linda Tortomasi
13. Discussion on the City Attorney Contract

#### **FUTURE AGENDA ITEMS**

#### **ADJOURNMENT**

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

**Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.**



## Finance Committee Meeting Item 1.

Cravath Lakefront room 2nd floor 312 West  
Whitewater Str, Whitewater, WI, 53190 \*In Person  
and Virtual

**Tuesday, March 25, 2025 - 5:00 PM**

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**<https://us06web.zoom.us/j/83198282604?pwd=cDdLWjUvTTRqRUQ4UVcwQWcrcW1BUT09>**

**Telephone:** +1 (312) 626-6799 US (Chicago) (Houston)

**Webinar ID:** 831 9828 2604

**Passcode:** 137945

**Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.**

### **AGENDA**

#### **CALL TO ORDER**

The meeting was called to order at 5:00 p.m. by Brian Schanen.

#### **ROLL CALL**

Present: Brian Schanen and Patrick Singer

Absent: Lisa Dawsey-Smith

Additional Attendees: Rachelle Blich, Director of Finance; Sara Marquardt, HR Manager; Taylor Zeinert, Director of Economic Development; Kevin Boehm, Director of Parks and Recreation.

A motion was made to move item 10, Discussion and presentation on how property taxes are determined in communities with tax increment districts, after item 3, Discussion with Greg Johnson from Ehler's regarding TIF and developer's agreements, by Brian Schanen, Seconded by Patrick Singer.

Voting Yes: Brian Schanen and Patrick Singer. Voting No: None.

#### **CONSENT AGENDA**

*Items on the Consent Agenda will be approved together unless any committee member requests that an item be removed for individual consideration.*

1. February 17, 2025 Finance Committee Meeting Minutes

A motion to approve the consent agenda was made by Patrick Singer, Seconded by Brian Schanen.

Voting Yes: Brian Schanen and Patrick Singer. Voting No: None.

**HEARING OF CITIZEN COMMENTS**

*No formal Committee action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.*

***To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial \*6 to unmute your phone and dial \*9 to raise your hand.***

Jeff Knight spoke about his concern for the high level of TIF assistance.

**CONSIDERATIONS / DISCUSSIONS / REPORTS**

2. Discussion and possible action to recommend award of contract to Lepak Wall and Ceiling for construction of two offices at the Whitewater Municipal Building for \$12,900

Motion to recommend to Common Council the award of contract to Lepak Wall and Ceiling made by Patrick Singer, Seconded by Brian Schanen.

Voting Yes: Brian Schanen and Patrick Singer. Voting No: None.

3. Discussion with Greg Johnson from Ehler's regarding TIF and Developer's Agreements

Larry Kachel asked questions about the tax increment financing impact on the community.

Jeff Knight asked questions about the percentage of tax increment financing incentives within other communities and TID amendments.

Brad Stranski asked questions about the developer's ability to go back to the city and ask for more increment and what the total impact would be on the community if all of the planned developments happen.

4. Discussion and possible recommendation to increase cell tower permit fee
5. Information on City Attorney Contract
6. January 2025 Financials
7. February 2025 Financials
8. Discussion and possible recommendation of EMS Employee Benefit Policy

A motion to recommend to Common Council the approval of the EMS Employee Benefit Policy was made by Patrick Singer, Seconded by Brian Schanen.

Voting Yes: Brian Schanen and Patrick Singer. Voting No: None.

9. Discussion and possible recommendation to approve a stipend for Economic Development Director Responsibilities

A motion to recommend to Common Council the approval of a stipend for Economic Development Director responsibilities was made by Patrick Singer, Seconded by Brian Schanen.



Voting Yes: Brian Schanen and Patrick Singer. Voting No: None.

10. Discussion and presentation on how property taxes are determined in communities with tax increment districts

#### **FUTURE AGENDA ITEMS**

#### **ADJOURNMENT**

Motion to adjourn was made by Patrick Singer, Seconded by Brian Schanen.

Voting Yes: Brian Schanen and Patrick Singer. Voting No: None.

The meeting adjourned at 6:56 p.m.

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

**Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.**



## GENERAL FUND REVENUE SUMMARY

SEC #	DESCRIPTION	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUAL	2025 BUDGET	2025 YTD-MARCH
41000	TAXES	4,339,875	4,624,990	6,120,288	6,197,955	6,784,037	4,552,757
42000	SPECIAL ASSESSMENTS	3,308	150	138	2,725	1,050	127
43000	INTERGOVT REVENUES	4,589,357	4,590,742	4,250,383	4,760,085	5,023,961	524,990
44000	LICENSES & PERMITS	148,817	89,048	167,690	147,578	394,523	49,458
45000	FINES, FORFEIT PENALTIES	295,355	296,072	250,979	282,636	286,550	78,889
46000	PUBLIC CHARGES FOR SVCS	68,739	87,843	62,413	62,162	45,625	17,291
48000	MISC REVENUE	462,853	595,927	1,410,557	1,313,292	919,842	238,445
49000	OTHER FINANCING SOURCES	395,840	99,675	180,207	81,110	116,614	0
	<b>TOTAL:</b>	<b>10,304,142</b>	<b>10,384,446</b>	<b>12,442,655</b>	<b>12,847,544</b>	<b>13,572,202</b>	<b>5,461,958</b>

Favorable (Unfavorable)

2025 Act v Bud	
\$	%
(2,231,280)	(32.9%)
(923)	(87.9%)
(4,498,971)	(89.6%)
(345,065)	(87.5%)
(207,661)	(72.5%)
(28,334)	(62.1%)
(681,397)	(74.1%)
(116,614)	(100.0%)
(8,110,244)	(65.3%)

2025 YTD vs. PY		
2024 YTD	\$ Chg	% Chg
4,172,277	380,480	9.1%
1,275	(1,148)	(90.0%)
191,956	333,034	173.5%
25,843	23,615	91.4%
69,645	9,244	13.3%
10,353	6,938	67.0%
285,154	(46,709)	(16.4%)
0	0	-
4,756,502	705,455	14.8%

## GENERAL FUND EXPENDITURE SUMMARY

SEC #	DESCRIPTION	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUAL	2025 BUDGET	2025 YTD-MARCH
1	ADMINISTRATION	1,628,541	1,736,296	1,758,920	1,817,779	1,837,586	457,168
2	PUBLIC SAFETY	3,421,090	3,566,454	3,932,213	4,323,704	4,288,761	1,032,545
3	PUBLIC WORKS	1,121,114	1,139,541	1,212,804	1,151,075	1,223,166	266,598
4	PARKS AND RECREATION	673,505	724,655	682,036	795,814	670,114	78,379
5	NEIGHBORHOOD SVC/PLANNING	349,565	309,932	355,387	387,996	566,380	66,414
6	TRANSFERS	2,892,162	2,587,789	4,328,639	4,187,867	4,986,194	87,108
7	CONTINGENCIES	17,258	0	41,800	126,092	0	0
	<b>TOTAL</b>	<b>10,103,236</b>	<b>10,064,668</b>	<b>12,311,799</b>	<b>12,790,327</b>	<b>13,572,202</b>	<b>1,988,211</b>

2025 Act v Bud	
\$	%
(1,380,419)	(75.1%)
(3,256,217)	(75.9%)
(956,568)	(78.2%)
(591,736)	(88.3%)
(499,966)	(88.3%)
(4,899,085)	(98.3%)
-	-
(11,583,990)	(93.3%)

2025 YTD vs. PY		
2024 YTD	\$ Chg	% Chg
393,754	63,413	16.1%
1,077,997	(45,452)	(4.2%)
268,461	(1,863)	(0.7%)
340,118	(261,740)	(77.0%)
59,260	7,154	12.1%
291,178	(204,069)	(70.1%)
1,280	(1,280)	(100.0%)
2,432,048	(443,836)	(18.2%)



# General Fund Revenue Budget Summary

## GENERAL FUND REVENUES

	DESCRIPTION	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUAL	2025 BUDGET	2025 YTD-MARCH
<b>TAXES</b>							
100-41110-00	LOCAL TAX LEVY	3,133,033	3,154,970	4,499,748	4,538,657	4,507,730	4,503,624
100-41111-00	DEBT SERVICE TAX LEVY	946,352	1,045,965	1,257,105	1,313,705	1,952,572	-
100-41112-00	OMITTED PROPERTY TAXES	-	-	-	-	-	-
100-41113-00	RESCINDED TAXES-REAL ESTATE	-	6,611	2,625	-	-	-
100-41114-00	USE VALUE PENALTY	546	-	-	1,654	-	-
100-41140-00	MOBILE HOME FEES	38,885	57,754	41,587	43,569	58,000	10,737
100-41210-00	ROOM TAX-GROSS AMOUNT	192,583	233,465	237,932	224,246	230,000	251
100-41320-00	IN LIEU-UNIV GARDEN & WW MANOR	27,733	120,606	27,820	28,035	9,735	9,968
100-41800-00	INTEREST ON TAXES	744	5,620	32,372	40,079	26,000	28,177
	<b>TOTAL TAXES</b>	<b>4,339,875</b>	<b>4,624,990</b>	<b>6,120,288</b>	<b>6,197,955</b>	<b>6,784,037</b>	<b>4,552,757</b>
<b>SPECIAL ASSESSMENTS</b>							
100-42010-00	INTEREST ON SP ASSESS.	53	-	-	-	-	-
100-42100-61	WATER MAINS	-	-	-	-	-	-
100-42200-62	SEWER MAINS & LATERALS	316	-	-	-	-	-
100-42300-53	ST CONST. - PAVING	-	-	-	-	-	-
100-42310-53	CURB & GUTTER	58	-	-	-	-	-
100-42320-53	SIDEWALKS	32	-	-	-	-	-
100-42350-53	TRAFFIC SIGNAL	-	-	-	-	-	-
100-42400-53	SNOW REMOVAL	1,675	150	-	975	800	127
100-42500-53	FAILURE TO MOW FINES	1,175	-	138	1,750	250	-
100-42550-53	EQUIPMENT USED-DPW	-	-	-	-	-	-
	<b>TOTAL SPECIAL ASSESSEMENTS</b>	<b>3,308</b>	<b>150</b>	<b>138</b>	<b>2,725</b>	<b>1,050</b>	<b>127</b>
<b>INTERGOVERNMENTAL REVENUES</b>							
100-43344-00	EXPENDITURE RESTRAINT PROGM	71,382	63,331	53,306	-	-	-
100-43410-00	SHARED REVENUE-UTILITY	422,541	397,001	395,596	386,462	386,462	-
100-43420-00	SHARED REVENUE-BASE	2,836,783	2,836,846	2,836,844	3,534,954	3,534,954	-
100-43507-52	POLICE-MISC SAFETY GRANTS	6,841	8,013	4,164	50,571	-	3,892
100-43510-00	FEDERAL/STATE GRANTS-REIMBURSE	-	-	-	-	-	-
100-43520-52	LAW ENFORCEMENT TRNG REIMBURSE	-	-	8,103	-	-	-
100-43530-53	TRANSPORTATION AIDS	625,414	576,591	572,087	585,637	580,479	149,676
100-43531-52	STATE GRANT--PUBLIC SAFETY	-	9,356	38,060	-	-	-
100-43540-52	UNIVERSITY-LEASE-PARKING	45,000	45,000	-	45,000	45,000	-
100-43550-52	MOU-DISPATCH SERVICE	170,491	178,963	-	-	-	-
100-43610-52	MSP-STATE UNIVERSITY SVCS PYMT	279,097	329,598	192,781	7,304	265,933	325,614
100-43663-52	2% FIRE DUES-ST OF WISC	29,711	32,121	-	-	-	-
100-43670-60	EXEMPT COMPUTER AID-FR STATE	5,587	5,846	16,330	16,330	16,330	-
100-43670-61	PERSONAL PROPERTY AID	31,433	35,656	43,214	43,214	110,877	-
100-43745-52	WUSD-JUVENILE OFFICIER	58,228	65,117	65,211	83,294	76,646	41,739
100-43750-52	DRUG GRANT REIMBURSEMENT	-	-	94	-	-	-
100-43760-00	WEIGHTS & MEASURES RECOVERY	2,800	3,408	1,583	3,000	3,000	-
100-43765-00	REIMB-HIST SOC-DEPOT-EL/GAS	1,571	1,416	2,029	1,839	1,800	1,590
100-43767-52	REIMB-BADGERNET-FORT ATKINSON	2,480	2,480	2,480	2,480	2,480	2,480
100-43775-52	FEDERAL EXCISE TAX REIMB	-	-	-	-	-	-
	<b>TOTAL INTERGOVT REVENUES</b>	<b>4,589,357</b>	<b>4,590,742</b>	<b>4,231,883</b>	<b>4,760,085</b>	<b>5,023,961</b>	<b>524,990</b>
<b>LICENSES &amp; PERMITS</b>							

Favorable (Unfavorable)

2025 Act v Bud		2025 YTD vs. PY		
\$	%	2024 YTD	Variance	%
4,106	0%	4,090,943	412,681	10%
1,952,572	100%	0	0	-
0	-	0	0	-
0	-	0	0	-
0	-	0	0	-
47,263	81%	12,090	(1,353)	-11%
229,749	100%	0	251	-
(233)	-2%	28,035	(18,067)	-64%
(2,177)	-8%	33,199	(5,022)	-15%
<b>2,231,280</b>	<b>271%</b>	<b>4,172,277</b>	<b>380,480</b>	<b>-181%</b>
0	-	0	0	-
0	-	0	0	-
0	-	0	0	-
0	-	0	0	-
0	-	0	0	-
0	-	0	0	-
0	-	0	0	-
673	84%	1,275	(1,148)	-90%
250	100%	0	0	-
0	-	0	0	-
<b>923</b>	<b>184%</b>	<b>1,275</b>	<b>(1,148)</b>	<b>-90%</b>
0	-	0	0	-
386,462	100%	0	0	-
3,534,954	100%	0	0	-
(3,892)	-	0	3,892	-
0	-	0	0	-
0	-	0	0	-
0	-	0	0	-
430,803	74%	146,409	3,267	2%
0	-	0	0	-
45,000	100%	0	0	-
0	-	0	0	-
(59,681)	-22%	7,304	318,310	4358%
0	-	0	0	-
16,330	100%	0	0	-
110,877	100%	0	0	-
34,908	46%	33,923	7,815	23%
0	-	0	0	-
3,000	100%	0	0	-
210	12%	1,839	(249)	-14%
0	0%	2,480	0	0%
0	-	0	0	-
<b>4,498,971</b>	<b>709%</b>	<b>191,956</b>	<b>333,034</b>	<b>4370%</b>



# General Fund Revenue Budget Summary

## GENERAL FUND REVENUES

	DESCRIPTION	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUAL	2025 BUDGET	2025 YTD-MARCH
100-44110-51	Liquor & Beer	18,400	18,608	18,858	19,720	19,710	510
100-44120-51	CIGARETTE	1,350	1,540	1,300	733	733	-
100-44122-51	BEVERAGE OPERATORS	4,360	3,020	3,515	3,668	4,000	957
100-44200-51	MISC. LICENSES	1,725	2,233	2,873	1,159	2,000	1,564
100-44300-53	BLDG/ZONING PERMITS	94,149	42,537	110,560	82,609	275,000	23,386
100-44310-53	ELECTRICAL PERMITS	8,752	6,911	9,298	10,796	35,115	3,159
100-44320-53	PLUMBING PERMITS	12,059	7,785	9,396	11,575	31,800	8,189
100-44330-53	HVAC PERMITS	5,646	4,668	7,216	9,569	20,500	6,080
100-44340-53	STREET OPENING PERMITS	250	100	200	50	50	-
100-44350-53	SIGN PERMITS	1,703	952	1,310	2,280	1,550	955
100-44370-51	WATERFOWL PERMITS	-	-	320	500	500	-
100-44900-51	MISC PERMITS	423	695	2,845	4,921	3,565	4,658
	<b>TOTAL LICENSES &amp; PERMITS</b>	<b>148,817</b>	<b>89,048</b>	<b>167,690</b>	<b>147,578</b>	<b>394,523</b>	<b>49,458</b>
<b>FINES, FORFEITURES - PENALTIES</b>							
100-45110-52	ORDINANCE VIOLATIONS	216,906	234,661	179,505	191,914	210,000	57,453
100-45113-52	MISC COURT RESEARCH FEE	285	360	200	50	50	50
100-45114-52	VIOLATIONS PAID-OTHER AGENCIES	-	(200)	520	151	-	50
100-45130-52	PARKING VIOLATIONS	64,364	52,826	58,224	56,896	60,000	12,561
100-45135-53	REFUSE/RECYCLING TOTES FINES	5,750	7,125	9,550	1,175	1,500	-
100-45145-53	RE-INSPECTION FINES	8,050	1,300	2,980	32,450	15,000	8,775
	<b>TOTAL FINES, FORFEIT - PENALTIES</b>	<b>295,355</b>	<b>296,072</b>	<b>250,979</b>	<b>282,636</b>	<b>286,550</b>	<b>78,889</b>
<b>PUBLIC CHARGES FOR SERVICES</b>							
100-46110-51	CLERK	-	-	-	1,738	-	2
100-46120-51	TREASURER	4,625	4,500	3,935	4,745	3,600	1,095
100-46210-52	POLICE-DISPATCH-MOU-UNIV	42,120	41,520	-	-	-	-
100-46220-52	FALSE ALARM FINES	2,550	750	2,100	1,200	1,500	500
100-46230-52	AMBULANCE	(8,640)	12,174	-	-	-	-
100-46240-52	CRASH CALLS	-	164	-	-	-	-
100-46310-53	DPW MISC REVENUE	13,526	9,853	30,298	19,585	12,000	6,623
100-46311-53	SALE OF MATERIALS	10	202	2	-	-	193
100-46312-51	MISC DEPT EARNINGS	1,435	100	-	405	-	50
100-46320-53	SAND & SALT CHARGES	1,433	1,056	-	-	-	-
100-46350-51	CITY PLANNER-SERVICES	-	135	360	8,144	9,000	899
100-46450-52	SPECIAL EVENTS-POLICE/DPW	-	-	-	-	-	-
100-46730-55	RECR/FEEs	-	-	-	-	-	-
100-46733-55	SR CITZ OFFSET	803	-	-	-	-	-
100-46736-55	ATTRACTION TICKETS	42	-	-	-	-	-
100-46743-51	FACILITY RENTALS	10,710	17,289	25,683	26,301	19,500	7,929
100-46746-55	SPECIAL EVENT FEES	125	100	35	45	25	-
	<b>TOTAL PUBLIC CHARGES FOR SVCS</b>	<b>68,739</b>	<b>87,843</b>	<b>62,413</b>	<b>62,162</b>	<b>45,625</b>	<b>17,291</b>
<b>MISC. REVENUES</b>							
100-48100-00	INTEREST INCOME	6,396	179,090	814,758	861,125	493,292	187,274
100-48200-00	LONG TERM RENTALS	4,800	4,800	4,800	5,700	6,000	1,500
100-48210-55	RENTAL INCOME	-	-	1,000	1,000	-	-
100-48220-55	DEPOSITS-FORFEITED	-	380	50	4,225	50	-
100-48300-00	OTHER PROP/EASEMENT SALES	-	7,500	-	-	-	-

## Favorable (Unfavorable)

2025 Act v Bud		2025 YTD vs. PY		
\$	%	2024 YTD	Variance	%
19,200	97%	790	(280)	-35%
733	100%	233	(233)	-100%
3,043	76%	914	43	5%
436	22%	911	654	72%
251,614	91%	16,778	6,608	39%
31,956	91%	2,412	747	31%
23,611	74%	996	7,193	722%
14,420	70%	1,295	4,785	370%
50	100%	50	(50)	-100%
595	38%	430	525	122%
500	100%	0	0	-
(1,093)	-31%	1,035	3,623	350%
<b>345,065</b>	<b>830%</b>	<b>25,843</b>	<b>23,615</b>	<b>1475%</b>
152,547	73%	46,838	10,615	23%
0	0%	50	0	0%
(50)	-	150	(100)	-67%
47,439	79%	16,832	(4,270)	-25%
1,500	100%	325	(325)	-100%
6,225	42%	5,450	3,325	61%
<b>207,661</b>	<b>293%</b>	<b>69,645</b>	<b>9,244</b>	<b>-108%</b>
(2)	-	0	2	-
2,505	70%	1,440	(345)	-24%
0	-	0	0	-
1,000	67%	100	400	400%
0	-	0	0	-
0	-	0	0	-
5,377	45%	851	5,772	678%
(193)	-	1	192	19230%
(50)	-	405	(355)	-88%
0	-	0	0	-
8,101	90%	0	899	-
0	-	0	0	-
0	-	0	0	-
0	-	0	0	-
0	-	0	0	-
11,571	59%	7,546	383	5%
25	100%	10	(10)	-100%
<b>28,334</b>	<b>430%</b>	<b>10,353</b>	<b>6,938</b>	<b>20101%</b>
306,018	62%	242,750	(55,477)	-23%
4,500	75%	1,200	300	25%
0	-	0	0	-
50	100%	0	0	-
0	-	0	0	-



General Fund  
Revenue Budget Summary

## GENERAL FUND REVENUES

	DESCRIPTION	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUAL	2025 BUDGET	2025 YTD-MARCH
100-48300-55	PROP SALES-AUCTION PROCEEDS	-	-	-	-	-	-
100-48400-00	INS./FEMA / CLAIM RECOVERY	446	-	1,313	-	-	750
100-48410-00	WORKERS COMP-RETURN PREMIUM	-	-	13,514	3,934	-	-
100-48415-00	RESTITUTION-DAMAGES	1,121	7,690	5,539	7,241	3,000	427
100-48420-00	INSURANCE DIVIDEND	50,436	10,878	51,535	29,412	29,000	38,668
100-48425-00	WORKERS COMP-REIMBURSEMENT	-	-	18,779	-	-	-
100-48430-00	INSURANCE-REIMBURSEMENT	-	-	1,000	-	-	-
100-48442-00	RADON KIT SALES	-	-	-	-	-	-
100-48500-55	DONATIONS-PARKS-DOG PARK	-	125	-	-	-	-
100-48520-55	DONATIONS-PARK & REC	-	1,500	-	-	-	-
100-48535-00	P CARD REBATE REVENUE	33,761	29,227	28,971	37,054	35,000	7,200
100-48545-00	DONATION-GENERAL	-	-	-	-	-	-
100-48546-55	MISC GRANT INCOME	7,000	8,000	87,043	46,010	7,000	2,500
100-48600-00	MISC REVENUE-NON RECURRING	1,262	2,331	2,155	3,212	-	126
100-48700-00	WATER UTILITY TAXES	357,531	344,406	346,697	362,935	346,500	-
	<b>TOTAL MISC REVENUE</b>	<b>462,753</b>	<b>595,927</b>	<b>1,377,154</b>	<b>1,361,847</b>	<b>919,842</b>	<b>238,445</b>
<b>OTHER FINANCING SOURCES</b>							
100-49260-00	TRANSFER FROM 610 WATER	8,000	8,000	8,500	8,500	8,500	-
100-49261-00	TRANSFER FROM 620 WASTEWATER	12,000	12,000	12,500	12,500	12,500	-
100-49262-00	TRANSFER FROM 440 TID 4	-	-	-	-	-	-
100-49264-00	TRANSFER FROM 200 CABLE TV	-	-	-	-	-	-
100-49265-00	TRANSFER FROM 630 STORMWATER	8,500	8,500	8,500	8,500	8,500	-
100-49266-00	GIS TRANSFER-UTILITIES	12,340	15,720	18,974	16,260	16,410	-
100-49267-00	TRANSFER FROM 208 PARKING	35,927	35,000	35,350	35,350	35,704	-
100-49269-00	TRANSFER FROM 250 FORESTRY	-	-	-	-	-	-
100-49270-00	TRANSFER FROM 446 TID 6	-	-	-	-	-	-
100-49275-00	TRANSFER FROM 205 27TH PAYROLL	-	-	-	-	-	-
100-49280-00	TRANSFER FROM 260 SICK LEAVE	-	-	-	-	-	-
100-49285-00	TRANSFER FROM 900 CDA	-	-	91,383	-	-	-
100-49290-00	TRANSFER IN FROM OTHER FUNDS	319,073	5,533	5,000	-	35,000	-
100-49291-00	TRANSFER FROM 450 CIP	-	-	-	-	-	-
100-49295-00	TRANSFER FROM 248 PARK & REC	-	14,922	-	-	-	-
100-49300-00	FUND BALANCE APPLIED	-	-	-	-	-	-
	<b>TOTAL OTHER FINANCING SOURCES</b>	<b>395,840</b>	<b>99,675</b>	<b>180,207</b>	<b>81,110</b>	<b>116,614</b>	<b>-</b>
	<b>TOTAL GEN FUND REVENUES</b>	<b>10,304,042</b>	<b>10,384,446</b>	<b>12,390,752</b>	<b>12,896,099</b>	<b>13,572,202</b>	<b>5,461,958</b>

Favorable (Unfavorable)

2025 Act v Bud		
\$	%	
0	-	
(750)	-	
0	-	
0	-	
2,573	86%	
(9,668)	-33%	
0	-	
0	-	
0	-	
0	-	
0	-	
0	-	
27,800	79%	
0	-	
4,500	64%	
(126)	-	
346,500	100%	
<b>681,397</b>	<b>533%</b>	
8,500	100%	
12,500	100%	
0	-	
0	-	
8,500	100%	
16,410	100%	
35,704	100%	
0	-	
0	-	
0	-	
0	-	
0	-	
0	-	
0	-	
0	-	
35,000	100%	
0	-	
0	-	
0	-	
0	-	
<b>116,614</b>	<b>600%</b>	
<b>8,110,244</b>	<b>3851%</b>	

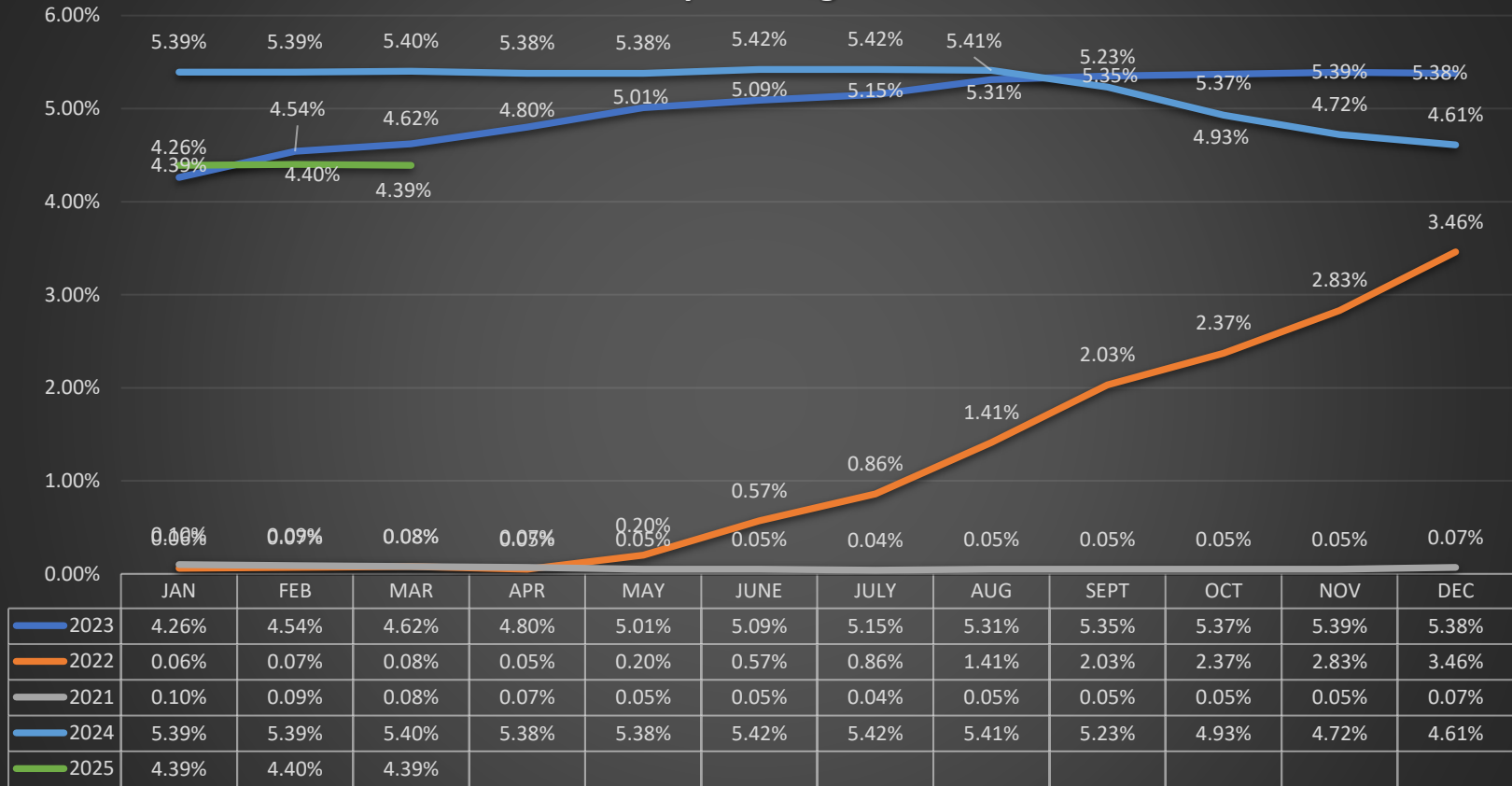
2025 YTD vs. PY		
2024 YTD	Variance	%
0	0	-
0	750	-
0	0	-
3,970	(3,543)	-89%
29,412	9,256	31%
0	0	-
0	0	-
0	0	-
0	0	-
8,059	(859)	-11%
0	0	-
0	2,500	-
(239)	365	-153%
0	0	-
<b>285,154</b>	<b>(46,709)</b>	<b>-219%</b>
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
0	0	-
<b>0</b>	<b>0</b>	<b>0%</b>
<b>4,756,502</b>	<b>705,455</b>	<b>25348%</b>

## GENERAL FUND EXPENDITURE GROUPINGS

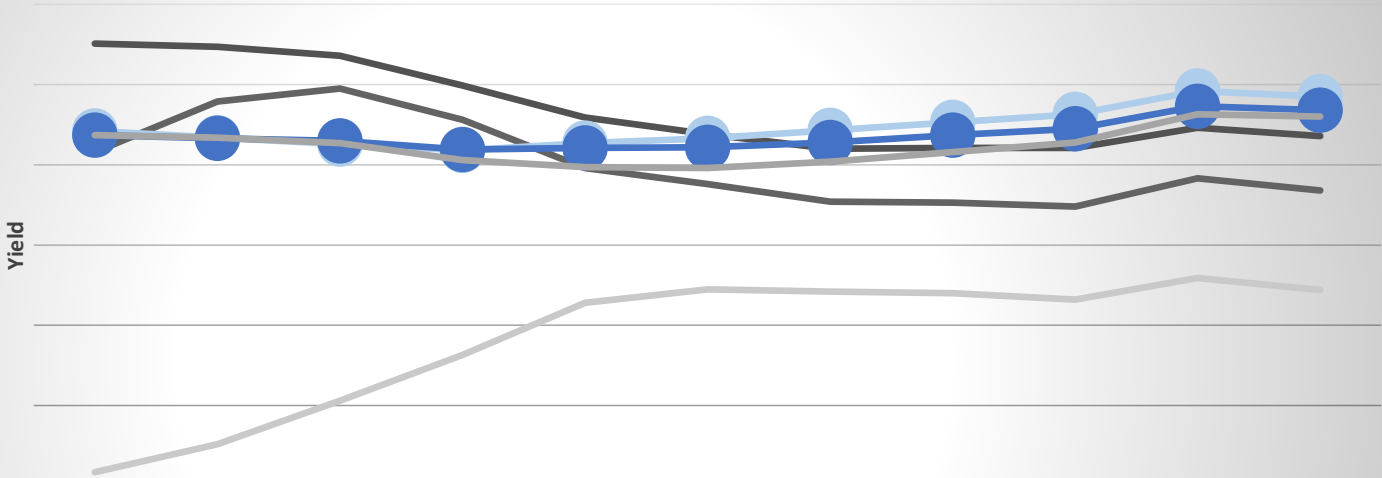
Favorable (Unfavorable)

SEC #	DESCRIPTION	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ACTUAL	2025 BUDGET	2025 YTD-MARCH		2025 Act v Bud		2025 YTD vs. PY		
									\$	%	2024 YTD	\$ Chg	% Chg
51100	Total Legislative Support	234,884	263,085	269,611	251,696	263,689	19,764	1	(243,925)	(92.5%)	16,649	3,115	18.7%
51110	Total Contingencies	17,258	-	41,800	126,092	0	0	7	0	-	1,280	(1,280)	(100.0%)
51200	Total Court	75,869	81,915	85,807	97,790	86,907	27,699	1	(59,208)	(68.1%)	27,729	(30)	(0.1%)
51300	Total Legal	72,504	72,901	83,516	86,571	90,435	16,729	1	(73,706)	(81.5%)	13,579	3,150	23.2%
51400	Total General Administration	370,144	426,841	369,760	430,886	408,552	105,895	1	(302,658)	(74.1%)	66,396	39,499	59.5%
51450	Total Information Technology	83,395	65,345	114,144	129,250	165,545	38,458	1	(127,087)	(76.8%)	24,513	13,946	56.9%
51500	Total Financial Administration	206,731	215,000	229,735	247,824	244,703	53,791	1	(190,912)	(78.0%)	60,041	(6,250)	(10.4%)
51540	Total Insurance/Risk Mgt.	97,278	105,745	83,981	84,195	97,952	87,185	1	(10,767)	(11.0%)	84,195	2,989	3.6%
51600	Total Facilities Maintenance	429,937	449,597	467,311	435,101	421,824	93,359	1	(328,465)	(77.9%)	89,395	3,964	4.4%
52100	Total Police Administration	669,231	709,476	799,470	844,713	853,149	193,832	2	(659,316)	(77.3%)	245,524	(51,691)	(21.1%)
52110	Total Police Patrol	1,877,722	1,914,817	2,082,340	2,261,056	2,218,326	527,907	2	(1,690,419)	(76.2%)	536,029	(8,122)	(1.5%)
52120	Total Police Investigation	378,879	419,193	524,244	571,999	561,782	142,341	2	(419,441)	(74.7%)	139,566	2,775	2.0%
52130	Total Crossing Guard	-	-	-	0	0	0	2	0	-	-	0	-
52140	Total Comm Service Program	27,498	32,429	33,068	40,014	44,149	15,326	2	(28,823)	(65.3%)	10,946	4,381	40.0%
52200	Total Fire Department	-	-	-	0	0	0	2	0	-	-	0	-
52210	Total Crash Crew	-	-	-	0	0	0	2	0	-	-	0	-
52300	Total Rescue Service (Amb.)	-	-	-	0	0	0	2	0	-	-	0	-
52400	Total Neighbor Svcs & Planning	349,565	309,932	355,387	387,996	566,380	66,414	5	(499,966)	(88.3%)	59,260	7,154	12.1%
52500	Total Emergency Preparedness	6,754	10,971	9,490	13,256	10,363	829	2	(9,534)	(92.0%)	665	164	24.6%
52600	Total Communications/Dispatch	461,006	479,568	483,601	592,667	600,993	152,309	2	(448,684)	(74.7%)	145,267	7,042	4.8%
53100	Total Public Works Administration	40,109	45,026	48,109	54,957	53,061	9,671	3	(43,389)	(81.8%)	11,449	(1,777)	(15.5%)
53230	Total Shop/Fleet Operations	170,149	210,224	235,267	190,431	180,977	75,635	3	(105,343)	(58.2%)	35,591	40,044	112.5%
53270	Total Parks Maintenance	207,028	224,661	233,524	286,050	287,429	55,132	4	(232,297)	(80.8%)	37,394	17,738	47.4%
53300	Total Street Maintenance	535,830	527,315	538,881	529,574	595,796	64,277	3	(531,519)	(89.2%)	95,978	(31,702)	(33.0%)
53320	Total Snow & Ice	147,570	106,517	125,096	123,235	144,171	65,271	3	(78,901)	(54.7%)	77,041	(11,771)	(15.3%)
53420	Total Street Lights	227,456	250,459	265,450	252,877	249,161	51,745	3	(197,416)	(79.2%)	48,403	3,342	6.9%
55111	Total Young Library Building	57,800	55,867	55,057	54,466	57,980	14,289	1	(43,691)	(75.4%)	11,258	3,031	26.9%
55200	Total Parks Administration	46,542	48,615	102,161	100,414	105,155	23,071	4	(82,084)	(78.1%)	24,047	(975)	(4.1%)
55210	Total Recreation Administration	196,989	257,934	-	0	0	175	4	175	-	212	(37)	(17.3%)
55300	Total Recreation Programs	718	3,393	1,055	0	0	0	4	0	-	-	0	-
55310	Total Senior Citizen's Program	55,071	-	-	0	0	0	4	0	-	-	0	-
55320	Total Community Events	14,157	12,052	15,538	14,073	11,000	0	4	(11,000)	(100.0%)	466	(466)	(100.0%)
55330	Total Comm. Based-Coop Projects	153,000	178,000	329,759	395,277	266,530	0	4	(266,530)	(100.0%)	278,000	(278,000)	(100.0%)
59220	Total Transfers to Other Funds	1,745,442	1,297,705	1,751,181	1,470,859	1,380,927	0	6	(1,380,927)	(100.0%)	195,500	(195,500)	(100.0%)
59230	Total Transfer to Debt Service Fund	942,883	1,043,530	1,318,343	1,313,714	1,952,572	87,108	6	(1,865,463)	(95.5%)	95,678	(8,569)	(9.0%)
59240	Total Transfer to Fire Department	203,837	199,564	1,258,615	1,402,794	1,370,112	0	6	(1,370,112)	(100.0%)	-	0	-
59240	Total Transfers to Special Funds	-	46,991	500	500	282,583	0	6	(282,583)	(100.0%)	-	0	-
	Grand Totals	10,103,236	10,064,668	12,311,799	12,790,327	13,572,202	1,988,211		(11,583,990)	(93.3%)	2,432,048	(443,836)	(18.2%)

## General Fund Operating Account Yield



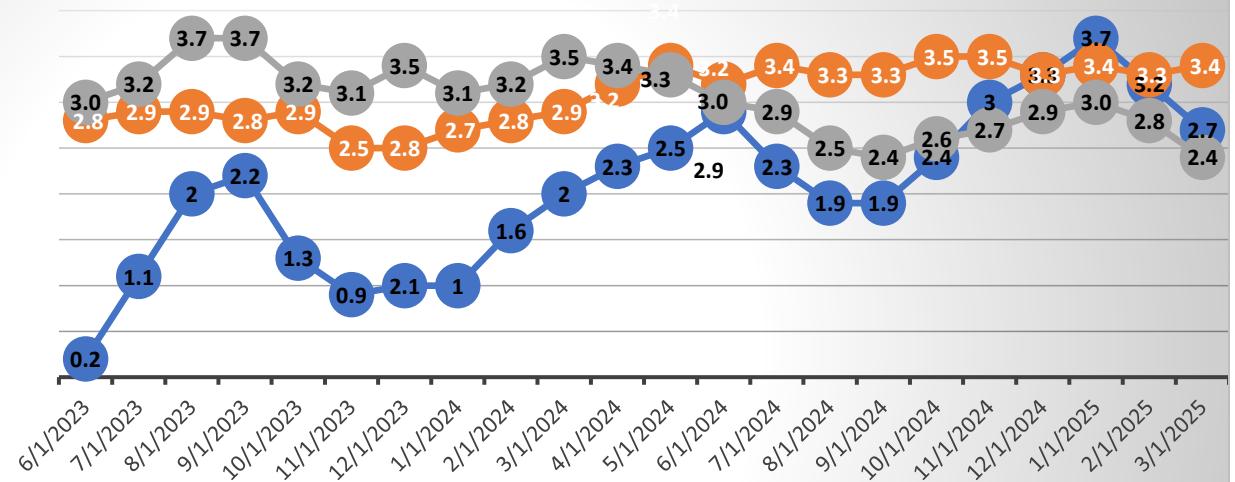
US Treasury: Constant Maturity



	1 mo	3 mo	6 mo	12 mo	2 yr	3 yr	5 yr	7 yr	10 yr	20 yr	30 yr
3/31/2022	0.17%	0.52%	1.06%	1.63%	2.28%	2.45%	2.42%	2.40%	2.32%	2.59%	2.44%
3/22/2023	4.16%	4.79%	4.95%	4.56%	3.96%	3.76%	3.54%	3.53%	3.48%	3.83%	3.68%
3/31/2024	5.51%	5.47%	5.36%	4.99%	4.59%	4.38%	4.20%	4.21%	4.21%	4.46%	4.36%
1/31/2025	4.42%	4.34%	4.26%	4.18%	4.27%	4.33%	4.43%	4.53%	4.63%	4.92%	4.85%
2/28/2025	4.37%	4.33%	4.30%	4.19%	4.21%	4.22%	4.28%	4.37%	4.45%	4.73%	4.68%
3/31/2025	4.37%	4.34%	4.27%	4.06%	3.97%	3.96%	4.04%	4.16%	4.28%	4.63%	4.60%



## 12-Month Inflation Measures



	6/30/2023	7/31/2023	8/31/2023	9/30/2023	10/31/2023	11/30/2023	12/31/2023	1/31/2024	2/29/2024	3/31/2024	4/30/2024	5/31/2024	6/30/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024	1/31/2025	2/28/2025	3/31/2025
PPI Final Demand	0.2	1.1	2	2.2	1.3	0.9	1	1	1.6	2	2.3	2.5	2.9	2.3	1.9	1.9	2.4	3	3.3	3.7	3.2	2.7
PPI final Demand (less Food, Energy, Trade Svcs)	2.8	2.9	2.9	2.8	2.9	2.5	2.5	2.7	2.8	2.9	3.2	3.4	3.2	3.4	3.3	3.3	3.5	3.5	3.3	3.4	3.3	3.4
CPI-U (All Items)	3.0	3.2	3.7	3.7	3.2	3.1	3.4	3.1	3.2	3.5	3.4	3.3	3.0	2.9	2.5	2.4	2.6	2.7	2.9	3.0	2.8	2.4

—●— PPI Final Demand

—●— PPI final Demand (less Food, Energy, Trade Svcs)

—●— CPI-U (All Items)



## Finance Committee Agenda Item

Meeting Date:	April 22, 2025
Agenda Item:	Discussion and possible action to amend Ordinance 2.62.020
Staff Contact (name, email, phone):	Rachelle Blitch, <a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a> , 262-473-1380

### BACKGROUND

(Enter the who, what when, where, why)

This item was requested to be added to the agenda by Brian Schanen. Included in a separate document are recommended changes to the ordinance and the current ordinance. The attorney reviewed the requested changes and recommended the following language:

(f) All notices of public hearings shall comply with Wis. Stat. chp. 985 and City of Whitewater Ordinances. Additionally, all notices of public hearings must be posted to the City of Whitewater's social media channels regardless of the other Wisconsin State Statute and Whitewater Ordinance notice requirement employed by the City.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

There are no staff recommendations at this time.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Current Ordinance
2. Requested changes submitted by Brian Schanen.

## 2.62.020 - Posting requirements.

Item 4.

- (a) Agenda notices for all council, committee, commission and board meetings, requiring legal notice, shall be posted seventy-two hours in advance. If an agenda item is added between twenty-four and seventy-two hours prior to the meeting, it shall require an affirmative vote of a majority of the members voting to take up the matter.
- (b) All council, committee, commission and board agendas shall be posted online on the city website seventy-two hours in advance of the meeting.
- (c) All council, committee, commission and board packet materials, that can be reasonably scanned, shall be posted online twenty-four hours in advance of the meeting. The city shall provide an electronic notification feed alert, indicating that new information is available regarding an upcoming council, committee, commission or board meeting, to any party that has subscribed to the feed (requested notice from the city of the updated information).
- (d) All requests for proposals and requests for bids shall be posted online as soon as is practicable.
- (e) The council and all committee, commission and board meeting minutes shall be posted online within thirty days of the meeting. If the body does not meet within thirty days of the meeting, the minutes shall be posted within fourteen days of the next meeting.

(Ord. No. 1804A, § 1, 10-5-2010)

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- (f) All notices of public hearings as required by city ordinance or state statute will be posted to the City of Whitewater social media channels. Posts will replicate the requirements of the given class of notice in regards to frequency and timeline of newspaper insertions as laid out in Chapter 985.

(Ord. No. 1804A, § 1, 10-5-2010)

## 2.73.010 - Lake advisory committee.

- (a) Lake Advisory Committee.
- (b) Mission Statement. The lake advisory committee is dedicated to preserving and enhancing the health, beauty, and recreational value of the lakes within the City of Whitewater. We strive to provide recommendations and guidance to local authorities, engage the community in lake-related activities, and promote responsible stewardship of our natural resources.
- (c) Committee Goals and Objectives.
  - (1) Lake Health and Water Quality. Monitor and assess the water quality of local lakes, identify potential threats to their health, and recommend actions to maintain or improve water quality.
  - (2) Ecosystem Preservation. Work to protect and restore the natural ecosystems in and around Whitewater's lakes, ensuring the long-term health of local flora and fauna.
  - (3) Recreational Opportunities. Encourage safe and accessible recreational opportunities on Whitewater's lakes, including swimming, boating, fishing, and wildlife observation.
  - (4) Community Engagement. Foster community awareness and involvement in lake-related issues through educational programs, outreach, and public events.
  - (5) Policy and Planning. Collaborate with local government and authorities to develop and recommend policies, ordinances, and plans that promote the sustainable management of lakes and their watersheds.
  - (6) Research and Data Collection. Conduct or support research and data collection efforts to better understand lake ecosystems and trends, aiding informed decision-making.
- (d) Committee Membership. The lake advisory committee shall consist of up to five members and no less than three members. There shall be one alternate member appointed to serve. In the event one of the regular members is unable to attend, then the alternate member shall be called upon to attend and shall have full power to act and vote. The city manager and the common council president shall review the committee applicants and recommend nominees to the common council. After considering the candidates nominated by the city manager and common council president, the common council shall appoint the members of the committee. Members should represent diverse backgrounds, including but not limited to residents, environmental experts, local business owners, and recreational enthusiasts.
- (e) Eligibility. To be eligible for membership on the lake advisory committee, an individual must be a resident of the City of Whitewater or have expertise related to lake preservation and enhancement.
- (f) Meetings. The committee shall meet on a regular basis, at least once every two months, to discuss ongoing projects, reports, and lake-related issues. Meetings will be open to the public, and citizens are encouraged to attend and participate.
- (g) Committee Chair. The committee members will select a chairperson from among themselves to lead meetings, coordinate activities, and act as the primary liaison with city officials.

- (h) Reporting. The lake advisory committee shall deliver semi-annual updates and reports to the common council, sharing information about its activities, findings, and recommendations. If necessary, the committee may also provide additional updates to the common council. These reports will be accessible to the public through the city's website and other communication channels.
- (i) Community Partnerships. The committee shall seek opportunities to collaborate with local organizations, schools, and other stakeholders interested in lake conservation and education.
- (j) Term Length. Committee members shall serve staggered terms of three years each, with the possibility of reappointment for up to two additional terms.
- (k) Inaugural Meeting. The inaugural meeting of the lake advisory committee shall be scheduled within thirty days of the appointment of its initial members.
- (l) Amendment and Review. This charter may be amended as needed with the approval of the common council. It will be reviewed periodically to ensure its continued effectiveness in achieving its goals and objectives.

(Ord. No. 2072, § 1, 10-3-2023)

## Chapter 2.72 LAKE ADVISORY COMMITTEE

### Sections:

#### **2.73.010 Lake advisory committee.**

- (a) Lake Advisory Committee.
- (b) Mission Statement. The lake advisory committee is dedicated to preserving and enhancing the health, beauty, and recreational value of the lakes within the City of Whitewater. We strive to provide recommendations and guidance to local authorities, engage the community in lake-related activities, and promote responsible stewardship of our natural resources.
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  - (2) Ecosystem Preservation. Work to protect and restore the natural ecosystems in and around Whitewater's lakes, ensuring the long-term health of local flora and fauna.
  - (3) Recreational Opportunities. Encourage safe and accessible recreational opportunities on Whitewater's lakes, including swimming, boating, fishing, and wildlife observation.
  - (4) Community Engagement. Foster community awareness and involvement in lake-related issues through educational programs, outreach, and public events.
  - (5) Policy and Planning. Collaborate with local government and authorities to develop and recommend policies, ordinances, and plans that promote the sustainable management of lakes and their watersheds.
  - (6) Research and Data Collection. Conduct or support research and data collection efforts to better understand lake ecosystems and trends, aiding informed decision-making.
- (d) Committee Membership. **The lake advisory committee shall consist of up to seven members.**
  - (1) ~~The lake advisory committee shall consist of~~ Up to **five** ~~six~~ **at-large** members and no less than ~~three~~ **four** **at-large** members.
  - (2) **One council member representative**
  - (3) There shall be one alternate member appointed to serve. In the event one of the regular members is unable to attend, then the alternate member shall be called upon to attend and shall have full power to act and vote.
  - (4) The city manager and the common council president shall review the committee applicants and recommend nominees to the common council. After considering the candidates nominated by the city manager and common council president, the common council shall appoint the members of the committee.
  - (5) Members should represent diverse backgrounds, including but not limited to residents, environmental experts, local business owners, and recreational enthusiasts.
  - (6) **There shall always be at least one member who is a Cravath or Tripp Lake Riparian Owner, and one member who is not a Riparian Owner on either lake. This requirement may be met via at-large members, or the council representative.**

- (e) **Eligibility.** To be eligible for membership on the lake advisory committee, an individual must be a resident of the City of Whitewater or have expertise related to lake preservation and enhancement.
- (f) **Meetings.** The committee shall meet on a regular basis, at least once every two months, to discuss ongoing projects, reports, and lake-related issues. Meetings will be open to the public, and citizens are encouraged to attend and participate.
- (g) **Committee Chair.** The committee members will select a chairperson from among themselves to lead meetings, coordinate activities, and act as the primary liaison with city officials.
- (h) **Reporting.** The lake advisory committee shall deliver semi-annual updates and reports to the common council, sharing information about its activities, findings, and recommendations. If necessary, the committee may also provide additional updates to the common council. These reports will be accessible to the public through the city's website and other communication channels.
- (i) **Community Partnerships.** The committee shall seek opportunities to collaborate with local organizations, schools, and other stakeholders interested in lake conservation and education.
- (j) **Term Length.** Committee members shall serve staggered terms of three years each, with the possibility of reappointment for up to two additional terms.
- (k) **Inaugural Meeting.** The inaugural meeting of the lake advisory committee shall be scheduled within thirty days of the appointment of its initial members.
- (l) **Amendment and Review.** This charter may be amended as needed with the approval of the common council. It will be reviewed periodically to ensure its continued effectiveness in achieving its goals and objectives.

(Ord. No. 2072, § 1, 10-3-2023)





## Finance Committee Agenda Item

Meeting Date:	April 22, 2025
Agenda Item:	Discussion and possible action to amend Ordinance 2.73.010
Staff Contact (name, email, phone):	Rachelle Blitch, <a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a> , 262-473-1380

### BACKGROUND

(Enter the who, what when, where, why)

This item was requested to be added to the agenda by Brian Schanen. Included in a separate document are recommended changes to the ordinance and the current ordinance. The attorney reviewed the requested changes and no changes were recommended.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

There are no staff recommendations at this time.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Current Ordinance
2. Requested changes submitted by Brian Schanen.

March 6, 2025

To: City of Whitewater Economic Development Director, Finance Committee

RE: Telecommunication Tower Fee

The City of Whitewater has recently adopted a fee schedule which includes applicable fees for the installation of new telecommunication towers and collocation on existing towers. Additionally, telecommunication towers in the City of Whitewater require a Conditional Use Permit.

The first step for any applicant whether the tower is new, or collocated on an existing tower, would be to apply for the Conditional Use Permit, which is currently **\$275 for the application.** Secondly once the CUP is approved, the applicant would submit a site plan to the building and zoning departments for review and approval. **The zoning fee is \$300,** and the building permit for the electrical service could vary, however the applicant is charged the commercial electrical base fee plus square footage. **The base fee is \$90, and up to 1,000 square feet is \$85.** Therefore, most applicants for telecommunication towers pay approximately **\$750 in total.**

The City of Whitewater is required to follow all provisions of the Wisconsin State Statutes, for telecommunication towers- 66.0404 Mobile tower siting regulations. Per this statute the State of Wisconsin places limitations on the fees that can be charged for both new towers and collocation on existing towers. The City of Whitewater can charge less than their requirement, however, we are not permitted to charge more than the maximum fee amount within the State Statute. See below the limitations:



www.whitewater-wi.gov  
Telephone: (262) 249-6701

Office of Neighborhood Services  
312 W. Whitewater St.  
Whitewater, WI 53190

1. For a permit for a **class 2 collocation, the lesser of \$500 or the amount charged by a political subdivision for a building permit** for any other type of commercial development or land use development.
2. For a permit for an activity described in sub. (2) (a), **\$3,000 (Class one collocation, substantial modification, or new tower).**

Sub(2)(a) states New construction or substantial modification of facilities and support structures. Subject to the provisions and limitations of this section, a political subdivision may enact a zoning ordinance under s. 59.69, 60.61, or 62.23 to regulate any of the following activities:

1. The siting and construction of a new mobile service support structure and facilities.
2. With regard to a class 1 collocation, the substantial modification of an existing support structure and mobile service facilities.

“**Class 1 collocation**” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility but does need to engage in substantial modification.

“**Class 2 collocation**” means the placement of a new mobile service facility on an existing support structure such that the owner of the facility does not need to construct a free standing support structure for the facility or engage in substantial modification.

“**Collocation**” means class 1 or class 2 collocation or both.

“**Substantial modification**” means the modification of a mobile service support structure, including the mounting of an antenna on such a structure, that does any of the following:

1. For structures with an overall height of 200 feet or less, increases the overall height of the structure by more than 20 feet.
2. For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10 percent or more.



3. Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.

4. Increases the square footage of an existing equipment compound to a total area of more than 2,500 square feet.


**“Permit”** means a permit, other than a building permit, or approval issued by a political subdivision which authorizes any of the following activities by an applicant:

1. A class 1 collocation.
2. A class 2 collocation.
3. The construction of a mobile service support structure.

It is recommended that the City Attorney, Finance Department, and Common Council review the current fees, and a possible fee increase for both collocation and new installation.

For any additional questions please contact Allison Schwark, Zoning Administrator, at 262-249-6701.

Sincerely,

  
 Allison Schwark  
 Code Enforcement Officer  
 Zoning Administrator  
 City of Whitewater

April 2, 2025

To: City of Whitewater Economic Development Director, Finance Committee

RE: Telecommunication Tower Fees

City of Whitewater:

- **CUP application- \$275**
- **Zoning fee- \$300**
- **The building permit base fee is \$90, and up to 1,000 square feet is \$85.**
- **Approximately \$750 in total.**

City of Elkhorn:

- **CUP application-\$275**
- **Zoning fee-\$350**
- **Building Permit- Minimum \$100**
- **Approximately \$725 in total.**

City of Burlington:

- **CUP application- \$300**
- **Building Permit- Modification to existing structure \$140, New structure \$750 plus electrical- Minimum \$100**
- **Approximately- \$1,150 for new structure.**

City of Lake Geneva:

- **CUP application- \$450**
- **Building Permit- Minimum \$200**
- **Approximately- \$650**



City of Kenosha:

- **Cell tower fee: \$430**
- **Zoning fee: \$60**
- **Commercial New Building fee: \$240**
- **Fire Inspection: \$72**
- **Erosion Control Commercial \$200, Base fee \$200, Square footage charge \$5.00 per 1,000 Sq. Ft. (\$2,000.00 max.)**
- **Plus electrical permit fees-unknown**
- **Approximately- \$1,202**

City of Fort Atkinson:

- **Site plan review- \$200**
- **CUP-\$200**
- **Building Permit- 10 dollars per every \$1,000 in value**
- **Electrical permit- cost unknown and varies**
- **ROW Permit- Cost unknown**
- **Approximately-\$500**

For any additional questions please contact Allison Schwark, Zoning Administrator, at 262-249-6701.

Sincerely,

Allison Schwark  
Code Enforcement Officer  
Zoning Administrator  
City of Whitewater



## Finance Committee Agenda Item

Meeting Date:	April 22, 2025
Agenda Item:	Discussion and possible action to amend the TIF Policy
Staff Contact (name, email, phone):	Rachelle Blitch, <a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a> , 262-473-1380

### BACKGROUND

(Enter the who, what when, where, why)

This item was requested to be added to the agenda by Patrick Singer. Included in a separate document are the items up for discussion along with the current TIF policy document for reference.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Unknown.

### FINANCIAL IMPACT

(If none, state N/A)

Unknown at this time.

### STAFF RECOMMENDATION

There are no staff recommendations at this time.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. TIF Discussion Topics – Submitted by Patrick Singer
2. Current TIF Policy

In an attempt to address a number of legit concerns, as well as to combat information that may be less than accurate, the following ideas are being proposed as a way to improve the use of TIF within our community. Given that the use of TIF for residential is a relatively new endeavor within the City of Whitewater, it may be helpful to have a number of the standards enumerated below to provide a predictable approach to leveraging this economic development tool.

Patrick Singer 3/25/2025

## PAYGO Incentive

- Require developers to provide full documentation of project financing sources (e.g., cash, bank loans, grants) and projected profit margins.
  - Establish Market Rate of Return Standard
- Provide a clear financial summary outlining how incentives are applied (e.g., reimbursement for infrastructure costs, rent or purchase price reductions for consumers).
  - Detail uses-by-source-of-funding schedule that will be reimbursed from TIF and any other incentive program for which the applicant intends to apply or has already been awarded.
- Establish total payback option for the city to repurchase incentives from developers using accumulated TID fund balances, similar to accelerated debt repayment. Instead of a fixed % of increment over the life of the district.
- Implement a **Community Impact Fee** via developer agreement, which would establish an amount the developer must annually pay to the City for distributing funds to the city, school district, and other taxing jurisdictions.
  - This would be calculated based on the impact of the development on the overlaying taxing jurisdictions.
  - This could be done based on residential units and standard formula from an organization like SEWRPC.
  - This would only apply to residential related (single / multi family) developments with paygo or debt issuance.

## Enhancing Project Visibility & Public Awareness

- **Independent Review of Proposals** – Require third-party analysis of all TIF proposals and developers agreement and submit reports to the Common Council, including financial assessments and recommendations. Reports would be publicly available.
- **Public Access to Agreements** – Publish all TIF proposals and developer agreements on the city's website 14 days prior to Common Council consideration.
- **Citizens Financial Advisory Committee** – Establish a resident-led committee with financial expertise to review and provide recommendations on city expenses and revenues, including TIF.
- **Enhanced Public Notice Requirements** – Implement zoning-like notification policies, including public hearings and notices to property owners within a designated radius of the proposed TID.

## Data Transparency & Accountability

- Develop accessible dashboards displaying "but-for" analyses to justify TIF necessity (includes Paygo and Debt for Infrastructure).
- Define measurable metrics for public return on investment.
- Set clear criteria for what qualifies as "blight" and valid "but-for" justification.
- Standardize **Community Impact Statement** to assess effects on surrounding neighborhoods and businesses.





## PURPOSE

The City of Whitewater (City) promotes economic development that is consistent with the City's comprehensive plan and returns substantial public benefit to all taxing entities (City, School District, Technical College, and County). The purpose of this Tax Incremental Financing (TIF) Policy is to provide existing or potential developers, property owners and businesses direction and guidance how to demonstrate community benefit and alignment with the comprehensive plan.

Not withstanding compliance with any or all of the guidelines herein, the provision of TIF assistance is a policy choice to be evaluated on a case-by-case basis by the City staff, Joint Review Board (JRB), Plan Commission and City Council.

## TIF POLICY & GUIDELINES



The burden of establishing public benefit of TIF shall be placed upon the applicant and must substantially meet the criteria and conditions contained herein. City Administration reserves the right to bring any TIF proposal forward for ultimate City Council consideration. Meeting statutory requirements, policy guidelines or other criteria listed herein does not guarantee the provision of TIF assistance nor does the approval or denial of one project set precedent for approval or denial of another project.

Any developer requesting TIF assistance must demonstrate a track record of successful project completion and the ability to perform and develop a project in the type and size of development proposed.

## TIF SUBMITTAL GOALS AND OBJECTIVES

To apply and qualify for TIF assistance a developer will be required to provide to staff a "Project Proposal" and to the City's third-party financial consultant a "Project Pro Forma." The City uses a third-party consultant to evaluate the project and developer's financial viability in order to maintain relevant information confidential.

Both submissions are necessary for the City to evaluate and meet the State "BUT FOR" Legal Requirement: The project must demonstrate public benefit and that the project would not occur without TIF assistance. Submissions will need to provide and satisfy the following basic provisions and conditions:

1. **Project Description**- The applicant will provide a project summary, proposed uses, site plan, development plan and timeline
2. **Contact Information**- The applicant will identify all relevant team members, consultants, legal counsel, and contractors they plan to use on the project.
3. **Conceptual Site Plan**- The project must support land uses that meet and exceed the vision of the City Comprehensive Plan, and target industrial, commercial, and mixed-use developments.
4. **Property Value & Tax Base**- The project will not only increase the City's property values and tax base it will return greater value than the cost of city services to cover the development.



5. **Public vs Private Benefit**- "Public funds" should first be directed towards "public purposes" (blight elimination, public infrastructure expansion, etc.). The total incentive should be less than the tax generated. Preference will be given to TIF "public purpose" projects that have a payback period of 15 years or less. Any support towards private cost must be justified by a funding gap, and have a payback of 5 years or less

6. **Jobs/Employment**- The project shall expand and strengthen the City employment base by creating long-lasting living-wage jobs, and attracting desirable and diversified employers.

7. **Developer Financials, Project Financing, and Funding Gap**- The applicant will share with a third-party consultant relevant financials, including but not limited to current financial statement, project funding sources (i.e. equity participation, bonds, loans, other federal and state funds, grants, tax credits, etc.) project costs, projected construction schedule with incremental value estimates, and projected net income in order to demonstrate Funding Gap. Financial reports should demonstrate all other financial alternatives explored and exhausted prior to the use of TIF.

8. **Pre-Development Agreement**- The developer will enter into an agreement to be responsible for all City consultant costs associated with the creation of a TIF package and the Project Plan and/or proforma review, including, but not limited to City administrative and legal expenses.

## TIF SUBMITTAL & IMPLEMENTATION

An applicant will be responsible to provide all documents required on the TIF application form for the City staff to evaluate the proposal and to determine if the City Council will support the TIF request. All TIF projects introduced to the City will be reviewed as follows:

1. Applicant has initial meeting with City staff.
2. Applicant submits complete Project Proposal to City Staff and Pro Forma to Third-Party Consultant.
3. Staff review of TIF Project Proposal, upon satisfaction.
4. Staff and Applicant negotiate terms of Land Sale Agreement & Developer's Agreement.
5. Land sale terms and developer's agreement are reviewed for recommendation by CDA.
6. If a new TID or TID amendment is required see sub-items, otherwise skip to item 7, and ignore item 8.
  - o First JRB ("JRB") meeting (present the boundaries and proposed TID project plan).
  - o Plan Commission or CDA Public Hearing (consider creation, boundaries and proposed TID project plan).
  - o City Council (consider boundaries and proposed TID Project Plan).
  - o Second JRB meeting (review proposed TID Project Plan).

## TIF POLICY & GUIDELINES



7. Developer's Agreement (Land Sale Terms included as an addendum) reviewed and approved by City Council.
8. City Staff submits new TID or amendment to Wisconsin Department of Revenue.



## DEVELOPER'S AGREEMENT

After evaluation of TIF applications, any City staff recommended TIF projects will require a fully executed developer's agreement ("Agreement") outlining the responsibilities and obligations of each party, the expectations of the development, and repayment terms if applicable. Depending on the type of incentive, additional documents may be recorded with the Register of Deeds.

## TERMS & EXPECTED CRITERIA IN THE AGREEMENT

The following terms/criteria must be included in the agreement for the City to consider and approve project for TIF assistance.

- 1. BUT FOR Statement-** The submitted Project Description and Pro Forma must address this fundamental principle that the project could not occur "but for" the assistance provided through TIF. The project must demonstrate both a funding gap and public benefit. The burden is on the developer to make this case to the City. Should this "but for" determination not be made, TIF for the project cannot be approved. The submitted documents will be used to determine an incentive package.

## TIF POLICY & GUIDELINES



- 2. Developer-Funded TIF-** The City uses Developer-Funded TIF ("Pay-go") as a method to help reduce the financial exposure of the City. Under this financing method, the developer pays the upfront costs of the project. The City provides a Municipal Revenue Obligation ("MRO") to establish the criteria to fully or partially reimburse the developer using future tax increment. In the case of a land sale or site improvements, the City may front these costs and be reimbursed directly with TIF as long as the City maintains first rights to the land should the project be significantly delayed or not occur.

- 3. State Statute Compliance-** In the creation or amendment of a TIF, the project must comply with the State Statutes including but not limited to the "12% Rule," whereby the sum of all TIF increments in a municipality cannot exceed 12% of the municipality's total equalized value of taxable property and the "35% Residential Threshold," whereby mixed-use projects will remain under the 35% threshold for newly plated residential property.





#### 4. Annual Reporting

- o MRO Payments - By October 1, the Developer shall submit to the City the appropriate documentation that he/she has paid the eligible TIF expenses for the City to issue an MRO or add to an existing MRO.
- o TIF Project Update - By May 1, the Developer shall submit to the City an update for the project with a revised TIF development schedule including project costs, current development/value, and projected future development/value.
- o Reporting Requirements - The Developer is responsible to provide reports to the City. Failure to provide the required information in a format acceptable to the City will constitute a breach of contract.

#### 5. Zoning - Projects shall comply with all applicable City regulations and City zoning codes.

#### 6. Comprehensive & Strategic Plans - Projects shall be consistent with both the City Comprehensive Plan and City Strategic Plan.

#### 7. Tax Exempt Development - Tax Exempt entities that are a part of a master development will be required to establish a Payment in Lieu of Taxes ("PILOT") with the City.

#### 8. Dark Store Argument Prohibition - Any entity seeking TIF assistance or property within a master development receiving TIF assistance will agree not dispute an assessment using the Dark Store argument during the life of the TID.

## TIF POLICY & GUIDELINES



### RESERVATION OF RIGHTS

The process and considerations outlined herein are for the convenience of the City and are subject to change. The City reserves the right to proceed differently than described herein for any reason, or due to inadvertence or error, or for no reason, and without explanation. Meeting statutory requirements, policy guidelines or other criteria listed here in does not guarantee the approval of TIF assistance nor does the approval or denial of one project set precedent for another project.







## Finance Committee Agenda Item

Meeting Date:	April 22, 2025
Agenda Item:	Federal Award Administration Policy
Staff Contact (name, email, phone):	Rachelle Blitch, <a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a> , 262-473-1380

### BACKGROUND

(Enter the who, what when, where, why)

The City of Whitewater undergoes a federal compliance audit for its Shared-Ride Taxi grant approximately every four to five years. The auditor recommends these federal award policies to ensure compliance. While many of the covered items, such as salary allocations and fringe benefits, may not be directly applicable to the program, it is considered best practice to establish a comprehensive policy encompassing all federal requirements. This approach ensures preparedness should the City pursue and secure a federal grant in the future.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

### FINANCIAL IMPACT

(If none, state N/A)

N/A


### STAFF RECOMMENDATION

Staff recommends the approval of the policy with a recommendation to Common Council.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Federal Award Administration Policy

		<b>Policy 501.04.17</b> <b>Federal Awards Administration Policy</b>			
Owner:	Finance Director	Approving Position:	Common Council	Pages:	12
Issue Date:	04/2025	Revision Date:		Review Date:	04/2026
Notes:					

## **ADMINISTRATION OF FEDERAL AWARDS**

### **I. Definitions**

There are several types of agreements through which the City of Whitewater may receive financial assistance from a donor/grantor agency:

Grant: A financial assistance award given to the organization to carry out its programmatic purpose.

Contract: A mutually binding legal agreement where the organization agrees to provide supplies or services and the donor agrees to pay for them.

Cooperative Agreement: A legal agreement where the organization implements a program with the direct involvement of the donor.

Throughout this manual, federal assistance received in any of these forms will be referred to as a federal "award."

### **II. Preparation and Review of Proposals**

Individual Departments are responsible for preparing proposals for projects that the department intends to pursue. However, all proposals shall be reviewed by the City Manager and approved by Common Council prior to submission to government agencies or other funding sources.

*The City of Whitewater requires all proposals for new funding be approved by the Common Council and City Manager.*

### **III. Post-Award Procedures**



After an award has been made, the following steps shall be taken:

1. Verify the specifications of the grant or contract. The Director of Finance and Comptroller along with the Department Head and all individuals affected by the grant or contract will hold a grant orientation meeting to identify the terms and specifications of each award as well as the terms, time periods, award amounts and expected expenditures associated with the award. A CFDA (*Catalog of Federal Domestic Assistance*) number shall be determined for each award. All reporting requirements under the contract or award shall be summarized.
2. Create new general ledger account numbers. New accounts shall be established for the receipt and expenditure categories in line with the grant or contract budget.
3. Gather documentation. Files are established for each grant or contract. These files contain the proposal, all correspondence regarding the grant or contract, and the final signed award document, and all reports submitted to the funding sources.

#### **IV. Compliance with Laws, Regulations and Provisions of Awards**

The City of Whitewater recognizes that as a recipient of Federal funds, the Organization is responsible for compliance with all applicable laws, regulations, and provisions of contracts and grants. To ensure that the Organization meets this responsibility, the following policies apply with respect to every grant or contract received directly or indirectly from a Federal agency:

1. For each Federal award, the Department Head within the department will be responsible for administering the award.
2. The Finance Department shall maintain or forward copies of applicable laws regulations to the Department Head (such as OMB Circulars, pertinent sections of compliance supplements, and other regulations).
3. The Department Head and/or the Finance Department shall identify and communicate any special changes in policies and procedures necessitated by Federal awards as a result of the review of each award.
4. The Department Head and/or the Finance Department shall take all reasonable steps necessary to identify applicable changes in laws, regulations, and provisions of contracts and grants. Steps taken in this regard shall include, but not be limited to, reviewing subsequent grant and contract renewals, reviewing annual revisions to the "OMB Circular A-133 Compliance Supplement", and communications with Federal awarding agency personnel.

5. The Department Head shall cooperate with the Independent Auditors by informing the CPA firm as to applicable laws, regulations, and provisions of contracts and grants and communicating known instances of noncompliance with laws, regulations, and provisions of contracts and grants to the auditors.

## **V. Billing and Financial Reporting**

The City of Whitewater strives to provide management, staff and funding sources with timely and accurate financial reports applicable to federal awards. These reports include monthly and cumulative expenditures, a project budget, and a balance remaining column.

The City of Whitewater shall prepare and submit financial reports as specified by the financial reporting clause of each grant or contract award document. Preparation of these reports shall be the responsibility of Finance Department, subject to review and approval by the Director Head.

The following policies shall apply to the preparation and submission of billings to federal agencies under awards made to the City of Whitewater:

1. It is the policy of the City of Whitewater to request reimbursement after expenditures have been incurred, unless an award specifies another method.
2. Each award normally specifies a particular billing cycle; therefore, a schedule is established for each grant and contract to ensure that reimbursement is made on a timely basis along with any other reporting that is required in addition to the financial reports.
3. Requests for reimbursement of award expenditures will use the actual amounts as posted to the general ledger as the source for all invoice amounts.
4. All financial reports required by each federal award will be prepared and filed on a timely basis. To the extent the City of Whitewater year-end audit results in adjustments to amounts previously reported to federal agencies, revised reports shall be prepared and filed in accordance with the terms of each federal award.

The City of Whitewater shall maintain separate billing records in addition to the official general ledger accounting records. Billing records shall be reconciled to the general ledger on a monthly basis.

At the time invoices (requests for reimbursement) are prepared, revenue and accounts receivable shall be recorded on the books of the City of Whitewater by the Comptroller.

## VI. Provisions Included in All Contracts

It is the policy of the City of Whitewater to include all of the following provisions, as applicable, in all contracts (including small purchases) with vendors and sub-grants to grantees:

1. **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):** All contracts and sub grants in excess of \$2,000 for construction or repair awarded by the City of Whitewater and its sub recipients shall contain a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of labor regulations 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or Grants from the United States." This Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. It is the policy of the City of Whitewater to report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7):** If included in the federal agency grant program legislation, all construction contracts of more than \$2,000 awarded by the City of Whitewater and its sub recipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of labor regulations (29 CFR part 5, "labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, contractors shall be required to pay wages not less than once a week. It is the policy of the City of Whitewater to place a copy of the current prevailing wage determination issued by the Department of labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The City of Whitewater shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. The City of Whitewater shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** (Where applicable) All contracts awarded by the City of Whitewater in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and

107 of the Contract Works Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor is required to compute wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the City of Whitewater in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or sub-grants of \$100,000 or more, the City of Whitewater shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, the City of Whitewater shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.
8. **Debarment and Suspension (EO.s 12549 and 12689):** For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$100,000), the City of Whitewater shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services

Administration\_\_\_\_\_ List of Parties Excluded from Federal Procurement or Non-procurement Programs.

9. **Remedies:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$100,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
10. **Termination:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$100,000) shall contain suitable provisions for termination by the City of Whitewater including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

## **VII. Equipment and Furniture Purchased/Leased With Federal Funds**

The City of Whitewater may occasionally purchase and/or lease equipment and furniture that will be used exclusively on a program funded by a federal agency. In addition to those policies on Asset Management described earlier, equipment and furniture expenses charged to federal awards will be subject to certain additional policies as described below.

In all cases, prior to charging equipment and furniture expenses to federal awards a determination to purchase or lease assets will be made by the Finance Director and/or Department Director. This determination will be made based on the method that will be most advantageous economically to the program, price and other factors considered.

For purposes of federal award accounting and administration, "equipment" shall include all assets with a unit cost equal to the lesser of \$5,000 or the capitalization threshold utilized by the City of Whitewater described under Asset Management.

All purchases of "equipment" with federal funds shall be approved in advance in writing by the federal awarding agency. In addition, the following policies shall apply regarding equipment purchased and charged to federal awards:

1. Any equipment that is owned by the federal government and given to the City of Whitewater for use in a program shall be marked as such.
2. Adequate insurance coverage will be maintained with respect to equipment and furniture charged to federal awards.
3. For equipment (or residual inventories of supplies) with a remaining per unit fair market value of \$5,000 or less at the conclusion of the award, the City of Whitewater shall retain the equipment without any requirement for notifying the federal agency. If the

remaining per unit fair market value is \$5,000 or more, the City of Whitewater shall gain a written understanding with the federal agency regarding disposition of the equipment. This understanding may involve returning the equipment to the federal agency, keeping the equipment and compensating the federal agency, or selling the equipment and remitting the proceeds, less allowable selling costs, to the federal agency.

4. The Department Director shall determine whether a specific award with a federal agency includes additional equipment requirements or thresholds and requirements that differ from those described above.
5. A physical inventory of all capital equipment purchased with federal funds shall be performed at least once every two years. The results of the physical inventory shall be reconciled to the accounting records of and federal reports filed by the City of Whitewater.

### **VIII. Standards for Financial Management Systems**

In accordance with OMS Circular A-110, it is the policy of the City of Whitewater to maintain a financial management system that provides for the following:

1. Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements of Circular A-110 and/or the award.
2. Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The City of Whitewater shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
4. Comparison of outlays with budget amounts for each award. Whenever possible, financial information shall be related to performance and unit cost data.
5. Written procedures to minimize the time elapsing between the transfer of funds to the City of Whitewater from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the recipient.
6. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the award.
7. Accounting records including cost accounting records that are supported by source

documentation.

#### **IX. Budget and Program Revisions**

It is the policy of the City of Whitewater to request prior approval from federal awarding agencies for any of the following program or budget revisions:

1. Change in the scope or objective of the project or program, even if there is no associated budget revision requiring prior written approval.
2. The need for additional federal funding.
3. The inclusion, unless waived by the federal awarding agency, of costs that require prior approval in accordance with OMS Circular A-122.
4. The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
5. Unless described in the application and funded in the approved awards, the sub award, transfer or contracting out of any work under an award (However, this provision does not apply to purchases of supplies, materials, and equipment or general support services).

#### **X. Close Out of Federal Awards**

The City of Whitewater shall follow the close out procedures described in OMS Circular A-110 and in the grant agreements as specified by the granting agency.

The City of Whitewater and all sub recipients shall liquidate all obligations incurred under the grant or contract within 90 days of the end of the grant or contract agreement.

## **XI. CHARGING OF COSTS TO FEDERAL AWARDS**

### **Overview**

It is the policy of the City of Whitewater that only costs that are reasonable, allowable and allocable to a federal award shall be charged to that award directly or indirectly. All unallowable costs shall be appropriately segregated from allowable costs in the general ledger in order to assure that unallowable costs are not charged to Federal awards.

## **XII. Segregating Unallowable From Allowable Costs**

The following steps shall be taken to identify and segregate costs that are allowable and unallowable with respect to each federal award:

1. The budget and grant or contract for each award shall be reviewed for costs specifically allowable or unallowable.
2. Accounting personnel shall be familiar with the allowability of costs provisions of OMB Circular A-122, "Cost Principles for Non-Profit Organizations", particularly:
  - a. The list of specifically unallowable costs found in Attachment B (Selected Items of Cost), such as alcoholic beverages, bad debts, contributions, fines and penalties, lobbying, etc.
  - b. Those costs requiring advance approval from federal agencies in order to be allowable in accordance with Attachment B, such as foreign travel, equipment purchases, etc.
3. No costs shall be charged directly to any federal award until the cost has been determined to be allowable under the terms of the award and/or OMB Circular A-122.
4. For each Federal award, an appropriate set of general ledger accounts shall be established in the chart of accounts of the City of Whitewater to reflect the categories of allowable costs identified in the award or the award budget.
5. All items of miscellaneous income or credits, including the subsequent write-offs of uncashed checks, rebates, refunds, and similar- items, shall be reflected for grant accounting purposes as reductions in allowable expenditures if the credit relates to charges that were originally charged to a Federal award or to activity associated with a Federal award. The reduction in expenditures shall be reflected in the year in which the credit is received (i.e. if the purchase that results in the credit took place in a prior period, the prior period shall not be amended for the credit.)



### **XIII. Criteria for Allowability**

It is the policy of the City of Whitewater that all costs must meet the following criteria in order to be treated as allowable direct or indirect costs under a federal award:

1. The cost must be "reasonable" for the performance of the award, considering the following factors:
  - a. Whether the cost is of a type that is generally considered as being necessary for the operation of the Organization or the performance of the award;
  - b. Restraints imposed by such factors as generally accepted sound business practices, arm length bargaining, federal and state laws and regulations, and the terms and conditions of the award;
  - c. Whether the individuals concerned acted with prudence in the circumstances;
  - d. Consistency with established policies and procedures of the Organization, deviations from which could unjustifiably increase the costs of the award.
2. The cost must be "allocable" to an award by meeting one of the following criteria:
  - a. The cost is incurred specifically for a federal award;
  - b. The cost benefits both the federal award and other work, and can be distributed in reasonable proportion to the benefits received; or
  - c. The cost is necessary to the overall operation of the Organization, but where a direct relationship to any particular program or group of programs cannot be demonstrated.
3. The cost must conform to any limitations or exclusions of OMS Circular A-122 or the federal award itself.
4. Treatment of costs must be consistent with policies and procedures that apply to both federally financed activities and other activities of the Organization.
5. Costs must be consistently treated over time.
6. The cost must be determined in accordance with generally accepted accounting principles.
7. Costs may not be included as a cost of any other federally financed program in the current or prior periods.

8. The cost must be adequately documented.

#### **XIV. Direct Costs**

Direct costs include those costs that are incurred specifically for one award or non-federal function. The City of Whitewater identifies and charges these costs exclusively to each award or program.

Each invoice shall be coded with the appropriate account number reflecting which program received direct benefit from the expenditure. Invoices are approved as specified under "Purchasing Policies and Procedures".

Time sheets or personnel activity reports (PAR), described earlier are also submitted on a regular basis reflecting employees' work and which programs directly benefited from their effort. Time sheets or personnel activity reports shall serve as the basis for charging salaries directly to federal awards and non-federal functions.

Equipment purchased for exclusive use on a federal award and reimbursed by a federal agency shall be accounted for as a direct cost of that award (i.e. such equipment shall not be capitalized and depreciated).

#### **XV. Cost Sharing and Matching**

It is the policy of the City of Whitewater to value contributed services and property that are to be used to meet a cost sharing or matching requirement at their fair market values at the time of contribution, unless award documents or federal agency regulations identify specific values to be used.

The City of Whitewater shall claim contributions as meeting a cost sharing or matching requirement of a federal award only if all of the following criteria are met:

1. They are verifiable from the City of Whitewater records.
2. They are not included as contributions for any other federally-assisted project or program.
3. They are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
4. They are allowable under OMB Circular A-122.
5. They are not paid by the federal government under another award, except where authorized by federal statute to be used for cost sharing or matching.

6. They are provided for in the approved budget when required by the federal awarding agency.
7. They conform to all provisions of OMB Circular A-110.
8. In the case of donated space, the space is subject to an independent appraisal to establish its value.

Contributed services used for cost sharing or matching purposes shall be valued at rates consistent with those rates paid for similar work in the Organization (match up experience and skill level), including an estimate of reasonable fringe benefits. In cases in which the required skills are not found in the Organization, rates used shall be consistent with those paid for similar work in the labor market in which the City of Whitewater competes.

It is the policy of the City of Whitewater to require volunteers to document and account for their contributed time in a manner similar to the time-keeping system followed by the City of Whitewater employees.



## Finance Committee Agenda Item

Meeting Date:	April 22, 2025
Agenda Item:	Amendment to the Procurement Policy
Staff Contact (name, email, phone):	Rachelle Blitch, <a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a> , 262-473-1380

### BACKGROUND

(Enter the who, what when, where, why)

The City of Whitewater undergoes a federal compliance audit for its Shared-Ride Taxi grant approximately every four to five years. The auditor recommended adding Protest and Dispute procedures to our current policy to ensure compliance with federal awards.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

### FINANCIAL IMPACT

(If none, state N/A)

N/A


### STAFF RECOMMENDATION

Staff recommends the approval of the amendment to the policy with a recommendation to Common Council.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Updated Procurement Policy

		Policy 501.04.10 Procurement			
Owner:	Finance Director	Approving Position:	Common Council	Pages:	13
Issue Date:	04/2013	Revision Date:	04/2025	Review Date:	
Notes:	Addendum added to include procurement protest procedures				

## I. PURPOSE

The purpose of this policy is to provide guidance and procedures to be followed for procurement of goods and services for all City departments. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained, while balancing the need for flexibility in department operations.

## II. AUTHORITY

The Common Council of the City of Whitewater provides that the Department Heads shall have the authority to purchase materials, supplies, equipment, and contractual services budgeted for their respective departments. This authority is subject to Council approval for any purchase of materials, service or supplies over \$25,000 and not of a routine or recurring nature. The Finance Department services the procurement program by processing purchase order requests, audits, and payments.

This procurement program extends from the departmental determination of requirements for materials or services, through their requisitioning, bidding, purchasing, receiving, audit and payment, to their final consumption or disposal. The technical services of the Finance Department are available throughout the entire program.

## III. SCOPE AND RESPONSIBILITY

In servicing the entire scope of procurement, the Department Head or designee has the following responsibilities:

1. To purchase, in ethical practice, at economical cost consistent with quality, requirements and delivery.
2. To ensure procurement in compliance with the statutory requirements of the State of Wisconsin, the administrative directives of the Common Council, the City Manager, and the administrative policies of the City of Whitewater.

3. The City Manager is responsible for supervising the procurement process.
4. The Finance Department is responsible to monitor compliance with City procurement policies and procedures.

#### IV. ETHICS

All City employees acting as an agent for the City are expected to conduct themselves with integrity and in an ethical manner when making purchases. Staff are expected to act with stewardship when making purchases with public funds. Likewise, staff should act in accordance with the City Values of prioritizing people, acting with integrity and transparency, serving our community, and embracing change. As such:

1. The splitting of purchases to stay within a purchasing band is strictly prohibited and may lead to disciplinary action.
2. A reasonable effort should be made by all employees to bring all rebates to a member of the Finance Department so they may be submitted. **All rebates, gift cards, and other discounts that result from official City purchases are the property of the City of Whitewater.** Personal use of any of these items is strictly prohibited and may lead to disciplinary action, including termination.
3. Employees, elected officials, board and commission members are not to engage in any procurement related activities that would actually or potentially create a conflict of interest, or which might reasonably be expected to contribute to the appearance of such a conflict.
4. Employees, elected officials, board and commission members must maintain strict confidentiality in the procurement process and shall not impart privileged information to any contractors that would give them advantage over other potential contractors.

#### V. STANDARDS, POLICIES, AND PROCEDURES

##### A. GENERAL POLICIES

This section sets forth the basic procedure for the purchasing program from the pre-requisition period through inventory and disposal.

1. **APPROVALS.** Vendor invoices shall be approved for payment by the Department Head or designee. Official City purchases made by City employees from personal funds should be limited. Receipts are required for any purchase made from personal funds. It is the responsibility of the employee making the purchase to ensure the sales tax is not included. Reimbursements payable to City employees shall be signed for approval as follows:
  - **COUNCIL:** Approved by the City Manager, Comptroller, or designee.
  - **CITY MANAGER:** Approved by the Council.

- **DEPARTMENT HEAD:** Approved by the City Manager or designee.
- **OTHER EMPLOYEES:** Approved by their direct supervisor, Department Head, or designee.

**Employees may NOT approve their own reimbursement.**

- 2. BUDGET ADJUSTMENTS WITHIN A DEPARTMENT.** The City Manager establishes the budgetary vision for the City with the support of the Common Council through the budget adoption process. Circumstances may require that budgeted expenditures be modified during the fiscal year across fund or function within a department. Department Heads, with the approval of the City Manager, may reallocate budgeted expenditures within a department, with the exception of personnel. The Budget Amendment Policy should be referenced when adjustments need to be made.
- 3. ACCOUNTS PAYABLE.** Invoices that are received by accounts payable will be processed by the Finance Department. For all invoices, Department Heads or designees will verify that the invoiced items have been received and that the invoiced amount is correct.

Tax-exempt forms are available from the Finance Department. All employees are responsible for ensuring that tax is not paid on items purchased for official City business.

#### **4. PAYMENT PROCESSING:**

- **CHECKS AND ELECTRONIC PAYMENTS.** Payments are processed on Friday's. Special requests outside this time period should be made to the Finance Director.
  - **PURCHASE CARDS.** Purchase cards may be issued to employees that are authorized to make purchases. See Purchase Card Policies and Procedures for more information.
  - **PETTY CASH.** Employees may be reimbursed from petty cash funds for authorized purchases that cover minor purchases that do not exceed the established petty cash limit (\$150). However, it is preferred that employees use purchase cards rather than petty cash.
  - **TRAVEL EXPENSES.** All expense payments or reimbursements for travel and/or subsistence expenses must meet the requirements set forth in the City of Whitewater's Personnel Policy which establishes policy and procedure to obtain travel authorization and expenditure or reimbursement for travel and subsistence expenses incurred in conduct of City business practices.
- 5. INFORMATION.** Department personnel are not to divulge any information concerning bids or purchases with persons outside the City, unless required by State public records laws.

## 6. SIGNING OF CONTRACTS AND CLOSING DOCUMENTS

By law (Wisc. Stat. §62.15 (12)), the City Manager and City Clerk sign contracts on behalf of the City. However, the Council hereby delegates the authority to approve and sign contracts to the City Manager and City Clerk or designee in accordance with the thresholds set forth below in the “General Purchases” section. When Council approval is required the City Manager and Clerk shall sign such contracts.

- The City Attorney should be consulted for a legal review of all contracts.
- All contracts shall be signed by the City Manager and City Clerk or designee.
- All contracts over \$25,000 must be approved by the Common Council.

### B. INSURANCE CERTIFICATES

Contracts may require Insurance Certificates that indemnify and hold harmless the City. For requirements and questions regarding Insurance Certificates, please contact the Finance Department.

### C. GENERAL PURCHASES \$1,000 - \$5,000

#### Approval Requirements

- Department Head approval is required prior to purchase.

#### Competitive Quote Requirements

- A competitive bidding process is not required for purchases less than \$5,000.
- For new and nonrecurring purchases, it is required that two quotes be obtained. The purchaser is responsible for maintaining the quotes.

#### Standard Process

- Department Head approves purchase of goods or services based on cost, departmental needs, prior experience, and qualifications of the vendor.
- Once approval is obtained, the contract may be signed, or goods/services requested. Payment may be made with a purchase card or via invoice to Accounts Payable.
- The City Clerk must be given a copy of any signed contract(s).

### D. GENERAL PURCHASES \$5,001 - \$10,000

#### Approval Requirements

- Department Head and City Manager approval is required.

#### Competitive Quote Requirements

- For new and nonrecurring purchases, at least two quotes must be obtained. The purchaser is responsible for maintaining the quotes.

#### Standard Process

- Department Head and City Manager approves purchase of goods or services based on cost, department needs, prior experience, and qualifications of the vendor.



- Once the purchase is approved, the contract may be signed or goods/services may be obtained. Payment may be made via purchase card or an invoice to Accounts Payable.
- The City Clerk must be given a copy of any signed contract(s).

#### **E. GENERAL PURCHASES \$10,001 - \$25,000**

##### Approval Requirements (Budgeted Expenses Only)

- Department Head and City Manager approval required.

##### Competitive Quote Requirements

- For new and nonrecurring purchases, at least two quotes must be obtained. Quotes must be submitted to the City Manager. The purchaser is responsible for maintaining the quotes.

##### Standard Process

- Department Head and City Manager approves purchase of goods or services based on cost, department needs, prior experience, and qualifications of the vendor.
- Once the purchase is approved, the contract may be signed or goods/services may be obtained. Payment may be made via purchase card or an invoice to Accounts Payable.
- The City Clerk must be given a copy of any signed contract(s).

#### **F. GENERAL AND INVENTORY PURCHASES \$25,001 - \$50,000**

##### Approval Requirements

- Department Head, City Manager, and Common Council approval is required prior to purchase or contract extension.

##### Competitive Quote Requirements

- For new and nonrecurring purchases, at least three quotes must be obtained. Quotes must be submitted to the Common Council. The purchaser is responsible for maintaining the quotes.

##### Standard Process

- Once the purchase is approved, the contract may be signed or goods/services may be obtained. Payment may be made via an invoice to Accounts Payable.
- The City Clerk must be given a copy of any signed contract(s).

#### **G. GENERAL AND INVENTORY PURCHASES \$50,001+**

##### Approval Requirements

- Department Head, City Manager, and Common Council approval is required prior to purchase or contract extension.

##### Competitive Quote Requirements

- A Class 1 Notice and a sealed bidding process is required.

#### Standard Process

- Common Council approves purchase of goods or services based on cost, department needs, prior experience, and qualifications of the vendor.
- A Class 1 Notice is issued, and sealed bidding process takes place.
- The department making the purchase brings it before Council.
- Once approval from Common Council is obtained a contract may be signed or goods/services may be purchased. Payment may be made via invoice to Accounts Payable.
- The City Clerk must be given a copy of any signed contract(s).

### **H. PUBLIC CONSTRUCTION \$5,000 - \$25,000**

#### Approval Requirements

- Department Head and City Manager approval is required prior to purchase or contract extension.

#### Competitive Quote Requirements

- A Class 1 Notice is required, and a sealed bidding process is required.

#### Standard Process

- Department Head and City Manager approves purchase of goods or services based on cost, department needs, prior experience, and qualifications of the vendor.
- A Class 1 Notice is issued, and sealed bidding process takes place.
- Once the purchase is approved, the contract may be signed or goods/services may be obtained. Payment may be made via an invoice to Accounts Payable.
- The City Clerk must be given a copy of any signed contract(s).

### **I. PUBLIC CONSTRUCTION \$50,001+**

#### Approval Requirements

- Department Head, City Manager, and Common Council approval is required prior to purchase or contract extension.

#### Competitive Quote Requirements

- A Class 2 Notice is required, and a sealed bidding process is required.

#### Standard Process

- Department Head, City Manager, and Common Council approves the purchase of goods or services based on cost, department needs, prior experience, and qualifications of the vendor.
- A Class 2 Notice is issued and sealed bidding takes place.
- The department making the purchase bring it before Council.
- Once the purchase is approved, the contract may be signed or goods/services may be obtained. Payment may be made via an invoice to Accounts Payable.
- The City Clerk must be given a copy of any signed contract(s).

## **J. PROFESSIONAL SERVICES**

Professional services are usually highly customized and differentiated on factors other than price, such as knowledge and expertise. The specific form of the services will vary according to the need of the customer. Experiences gained from one project provide insight into other projects, but are not directly applicable. Professional services are often performed by licensed individuals.

1. A qualifications-based selection process shall be used in obtaining professional services. Selection for professional services should take into consideration the overall value of such contracts including; demonstrated competence, knowledge and qualifications in related services, continuity of the various phases of a project, operational efficiencies, scope of services, and reasonableness of proposed fee.
2. The normal purchasing policy thresholds outlined in the “General Purchases” section above shall be used for retaining consultants for specific projects.
3. Professionals are sometimes retained for their expertise on an as needed basis to serve in an advisory role to the City vs. being retained for a specific project. In the circumstance where the specific scope of service or length of engagement cannot be determined and the purchasing policy thresholds therefore cannot be used to determine level of approval, the approval process is as follows:
  - All legal, planning, and engineering services require Common Council approval prior to retaining the professional.
  - The City Attorney, upon approval of the City Manager, may retain outside legal counsel to serve in an advisory role to the City Attorney in an amount not to exceed \$5,000.
  - For all other services identified in the approved budget, the Department Head and/or City Manager is delegated the authority to retain the professional (e.g. title searches, physicals, water testing).
  - Some professional service industries do not customarily use contracts to formalize the relationship and scope of work between the consultant and their client. In such circumstances, the City encourages the use of scope of service proposals, memorandum of understandings or engagement letters where applicable.

## **K. EMERGENCY PURCHASES**

When an emergency situation will not permit the use of the competitive processes outlined in this policy, the applicable Department Head and City Manager may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained.

## **L. CHANGE ORDERS AND CANCELLATIONS**

1. Change orders are required for changes in project scope for construction or similar contracts.
2. Quantity changes are defined as increased quantities of bid items in a unit price contract.
3. Change orders can be approved by the Department Head and City Manager for an amount up to \$10,000. The Department Head shall notify the Council in writing of such changes.
4. Change orders in excess of the amount defined above require approval of the Common Council.
5. When project scope changes are necessary to prevent project delays the Department Head is delegated the authority to approve such change orders. The Department Head shall notify the City Manager and Council in writing of such change orders.
6. Quantity changes in unit price contracts can be approved for payment by the Department Head.
7. Any change order must be in compliance with the public bidding statutes and the applicable contract.

## **M. PUBLIC CONSTRUCTION PROJECTS**

Wisc. Stat. §62.15 provides that all public works projects including material and contractual services, where the estimated cost exceeds \$25,000 shall be purchased from the lowest responsible bidder after sealed bids have been received. Written specifications must be prepared for all bids with a Class 2 Notice if the expected cost is over \$25,000. Sealed bids must be scheduled to be formally opened and read publicly by the City Clerk.

In addition to sealed bid procedures, the transactions require:

- a. The publication of a Class 1 Notice if the estimated cost of production is between \$5,000 and \$25,000 under Chapter 985 of Wisconsin Statutes. However, this does not apply to public construction in situations where materials are donated, or labor is volunteered.
- b. A longer scheduled lead time to prepare the bid.
- c. Careful planning, specifications writing, and special conditions of the bid.
- d. A letter of justification rejecting a low bid shall include a definitive statement by the lowest bidder. The Common Council will approve all sealed bid transactions above \$50,000 before a contract is signed.

Letters of justification rejecting a low bid shall include a definitive statement by the departmental position, advising specifically why the low bid is not acceptable. Such letters of rejection must contain objective reasons.

#### N. UTILITY INVENTORY

1. Inventory purchases are made for approved utility capital and maintenance infrastructure projects, developer capital projects, and stock items. Special consideration of these types of purchases is warranted for operational efficiency purposes.
2. Each utility Operations Manager is responsible for the oversight and coordination of utility inventory purchases.
3. Quotes shall be solicited as outlined above in the “General Purchases” section.
4. The City Manager is delegated the authority to approve all utility inventory purchases over \$5,000.

#### O. MISCELLANEOUS

1. **BID AWARDS.** Bid awards do not need to be made to the lowest cost bidder. However, when the low bid is rejected, written objective justification must be placed in the bid file. The requesting department must evaluate alternative bids to determine the lowest responsible bidder, providing objective justification to accept or reject a low bid.
2. **LIFE CYCLE COST ESTIMATES.** Wisc. Stat. §66.0131 (5) provides that the City shall award orders and contracts for materials, supplies, or equipment on the basis of life cycle cost estimates whenever appropriate. The life cycle cost formula may include, but is not limited to, the applicable cost of energy efficiency, acquisition and conversion, money, transportation, warehousing and distribution, training, operation and maintenance, and disposition or resale.

The statute above requires that when making purchasing decisions, staff must consider the life expectancy costs of the product and not just the initial or quoted price of the product.

#### P. PROTEST PROCEDURES

**Protest Procedure:** Any individual, agency, or business whose direct economic interest has been affected by the City of Whitewater’s procurement procedures shall have the right to have their protest heard in an economical and expeditious manner. Protests shall be handled and resolved in the following manner:

1. Written Submission: An interested party wishing to protest a matter involving a proposed procurement or contract award shall file, with the Procurement Administrator, a written submission addressing, at a minimum, the following:

- a. The name and address of the interested party and its relationship to the procurement sufficient to establish its interest;
  - b. Solicitation or contract number;
  - c. Statement of the grounds of the protest, including the federal or state law/regulation or the City of Whitewater's procedure upon which the protest is based;
  - d. Statement of the specific relief requested; and
  - e. Any documents relevant to the protest that the protesting party desires the City of Whitewater to consider should be attached.
2. Procedure for Protests Regarding Solicitation: Any protest regarding a solicitation by the City of Whitewater must be filed no later than five (5) business days before the opening of bids. Any protest filed after that date which raises issues regarding the solicitation will not be considered. Upon receipt of a timely filed protest regarding the solicitation, The City of Whitewater may postpone the opening of Bids until resolution of the protest; no additional bids will be accepted during the period of postponement.
3. Procedure for Protests Regarding Bid Evaluation: Any protest regarding the evaluation of bids by the City of Whitewater must be filed no later than twenty (20) business days after the opening of bids. Any protest filed after that date which raises issues regarding the bid evaluation will not be considered, unless the issue arose after the initial twenty (20) business day period and before contract execution. Upon receipt of a timely filed protest regarding the evaluation of bids, the City of Whitewater will determine if the protestor has established that there is substantial evidence regarding the non-responsiveness of a bid or the non-responsibility of a bidder or doubt regarding the City of Whitewater's compliance with Federal or State law or these procedures. If the protestor submits sufficient evidence supporting its protest to show that the protest is not vexatious or frivolous, the City of Whitewater may suspend its evaluation of all bids submitted until resolution of the protest.
4. D. Procedure for Protests Regarding Award of Contract: Any protest regarding the award of a contract must be filed no later than ten (10) business days after the date of the award. Any protest regarding the award of the contract filed after that date will not be considered. Upon receipt of a timely filed protest regarding the award of a contract, the City of Whitewater will issue a stop work order, if necessary, until the resolution of the protest.

## VI. JOB AIDS

Summary of the General Procurement of Goods and Services							
City purchases are subject to authorization and quote/bid requirements as follows:							
	Quote	Competitive Quote	Sealed Bid Required	Notice Required	Department Head Approval	City Manager Approval	Common Council Approval
<b>General Purchases &lt;\$1,000</b>	Department Head authorization only; solicitation of quotes is not needed						
<b>General Purchases \$1,000-\$5,000</b>	X	At least 2			X		
<b>General Purchases \$5,001-\$10,000</b>	X	At least 2			X	X	
<b>General Purchases \$10,001-\$25,000</b>	X	At least 3			X	X	
<b>General Purchases \$25,001-\$50,000</b>	X	At least 3			X	X	X
<b>General Purchases &gt;\$50,001</b>	X		X	Class 1	X	X	X
<b>Public Construction Project \$5,000-\$25,000</b>	X			Class 1	X	X	
<b>Public Construction Project \$25,001 - \$50,000</b>	X		X	Class 2	X	X	X
<b>Public Construction Project \$50,000+</b>	X		X	Class 2	X	X	X
<b>Utility Inventory \$5,000+</b>	X	At least 2			X	X	

**Professional Services is defined as customized services such as consulting, engineering or assessing, which involves a contract between the City and the vendor. Approvals follow the general purchases**

\*This template can be used when the project or purchase involves complex requirements or a high degree of customization and you need detailed proposals outlining how each bidder plans to meet those requirements. This information should be posted on the City's website in addition to the requirements for a Class 1 or 2 Notice.

# Request for Proposal (RFP) Template

## [Project Title]

### 1. Introduction

[Provide a brief introduction to the project, the organization issuing the RFP, and the purpose of the RFP.]

### 2. Background

[Give background information about the organization and the project. Explain why the project is necessary and what problems it aims to solve.]

### 3. Project Goals and Scope of Services

**Goals:** [List the specific goals of the project.]

**Scope of Services:** [Detail the services and deliverables required. Be as specific as possible to provide clear guidance to potential vendors.]

### 4. Proposal Requirements

**Proposal Format:** [Specify the required format for the proposals, including sections such as executive summary, company background, project approach, timeline, pricing, and references.]

#### Content Requirements:

- **Executive Summary:** [Brief overview of the proposal.]
- **Company Information:** [Company history, qualifications, and experience.]
- **Project Approach:** [Detailed description of how the vendor intends to achieve the project goals.]
- **Project Timeline:** [Estimated timeline for project completion, including milestones.]
- **Pricing:** [Detailed cost breakdown, including any potential additional costs.]



- **References:** [Contact information for references and examples of similar projects.]

## 5. Evaluation Criteria

[Describe the criteria that will be used to evaluate proposals, such as experience, project approach, timeline, cost, and references.]

## 6. Submission Guidelines

**Submission Deadline:** [Specify the deadline for proposal submission.]

**Submission Method:** [Provide details on how and where to submit proposals, including email addresses or physical addresses.]

**Contact Information:** [Provide contact information for questions and clarifications.]

## 7. Timeline

[Include a timeline for the RFP process, such as the date of issue, submission deadline, evaluation period, and anticipated award date.]

## 8. Terms and Conditions

[Outline any terms and conditions, including confidentiality requirements, rights to accept or reject any proposal, and any other legal or procedural requirements.]

\*This template should be used when the specifications for a project are known. This should be posted on the City's website in addition to the requirements for the Class 1 or 2 Notice.

## Invitation for Bid (IFB) Template

Bid Title:

Start Date:

End Date:

Description:

Addendum Date:

Pre-Bidding Date:

Fee:

Contact:

Business Hours:





## Finance Committee Agenda Item

Meeting Date:	April 22, 2025
Agenda Item:	Title VI Policy Update
Staff Contact (name, email, phone):	Rachelle Blitch, <a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a> , 262-473-1380

### BACKGROUND

(Enter the who, what when, where, why)

The City of Whitewater undergoes a federal compliance audit for its Shared-Ride Taxi grant approximately every four to five years. Staff has been working with WisDOT since the fall to update the Title VI policy as recommended and required for the federal compliance audit. Once this policy is approved it will also need to be added to the website.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

November 2019 – Common Council adopted the Title VI policy

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

Staff recommends the approval of the policy as it's written with a recommendation to the Common Council.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Title VI Policy - Updated

# City of Whitewater

## Title VI/ADA Nondiscrimination Plan

**Revised on:** (insert date plan is signed)

**Adopted by:** City of Whitewater Common Council

Original Plan

**Adopted on:** November 19, 2019

*This plan is hereby adopted and signed by:*

**City of Whitewater**

**Executive Name/Title:** John Weidl, City Manager

**Executive Signature:** \_\_\_\_\_

---

As a recipient of USDOT Federal Transit Administration (FTA) funding, per [FTA Circular 4702.1B](#) the **City of Whitewater** is required to prepare a Title VI/ADA Nondiscrimination Plan including the following elements:

- Evidence of Policy Approval
- Policy Statement, Log of Policy Updates, Contact Information/Program Administration
- Notice of Nondiscrimination (**Appendix 1**)
- Complaint Procedure (**Appendix 2**)
- Complaint Log (**Appendix 3**)
- Complaint Form (**Appendix 4**)
- Public Involvement Plan (**Appendix 5**)
- Limited English Proficiency (LEP) Plan (**Appendix 6**)
- Demographic Representation Information (**Appendix 7**)
- Translated Vital Documents in Spanish and Hmong – Notice of Nondiscrimination, Complaint Procedure, Complaint Form

## Policy Statement

The **City of Whitewater** is committed to ensuring that no person is excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of race, color, national origin, disability, sex, age, religion, income status or limited English proficiency (LEP) in any and all programs, activities or services administered by the **City of Whitewater** in accordance with Title VI of the Civil Rights Act of 1964<sup>1</sup> and related nondiscrimination authorities.

The **City of Whitewater** receives federal financial assistance to provide transportation service in the City of Whitewater located in Jefferson and Walworth counties.

## Policy Updates – Activity Log

The **City of Whitewater** will review its policy on an annual basis to determine if modifications are necessary. The table below outlines the Title VI/ADA Plan reviews/revisions made by the **City of Whitewater**.

The **City of Whitewater** will discuss Title VI/ADA Nondiscrimination Plan requirements with its third-party transit providers on an annual basis to ensure compliance with civil rights requirements.

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Person Responsible	Notes
May 6, 2025	Updated Title VI/ADA Plan per WisDOT requirement. Revisions included updated Complaint Form, updated LEP Plan and Minority Representation Information with current US Census data	Rachelle Blitch	Give copy of updated plan to Transit Provider.
November 19, 2019	Develop Title VI Plan	Steve Hatton	

<sup>1</sup> **Title VI of the Civil Rights Act of 1964** states “No person in the United States shall, on the grounds of race, color or national origin, be excluded from, participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” – [Title 42 USC Section 2000d](#)

## Contact Information/Program Administration

### Chief Executive

The **City of Whitewater's** Chief Executive will ensure compliance with [Title VI of the Civil Rights Act of 1964 \(42 U.S.C. 2000d\)](#) and the U.S. Department of Transportation implementing regulations.

<b>Name:</b>	John Weidl, City Manager
<b>Email:</b>	<a href="mailto:jweidl@whitewater-wi.gov">jweidl@whitewater-wi.gov</a>
<b>Phone:</b>	262-473-0101

### Civil Rights Coordinator

The **City of Whitewater's** Civil Rights Coordinator ensures Title VI/Nondiscrimination and LEP compliance in accordance with the **City of Whitewater's** federally funded transportation activities. The Civil Rights Coordinator has other duties and responsibilities in addition to Title VI/Nondiscrimination and LEP compliance. This position has a direct reporting relationship and access to the **City of Whitewater's** Chief Executive.

<b>Name:</b>	Rachelle Blitch
<b>Email:</b>	<a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a>
<b>Phone:</b>	262-473-1380

The Civil Rights Coordinator is responsible for initiating, monitoring, and ensuring compliance of the **City of Whitewater's** nondiscrimination requirements, including the following activities:

- ✓ Program Administration
  - Ensure compliance with federal Title VI/Nondiscrimination and LEP requirements
  - Develop and implement the **City of Whitewater's** Title VI/Nondiscrimination and LEP Plan
  - Update and maintain Title VI/Nondiscrimination and LEP program policies and procedures
- ✓ Complaints
  - Review, track, investigate and close Title VI/Nondiscrimination and LEP complaints
- ✓ Employee Training
  - Educate staff on Title VI/Nondiscrimination and LEP requirements and procedures
- ✓ Reporting
  - Prepare and submit Title VI/Nondiscrimination reports per state and federal regulations
- ✓ Public Dissemination
  - Notify the public of the **City of Whitewater's** Nondiscrimination requirements via the **City of Whitewater's** public area, on its website, in vehicles, etc.
- ✓ Oversight
  - Ensure contractors and lessees adhere to Title VI/Nondiscrimination and LEP requirements

## Notice of Nondiscrimination

[FTA Title VI Circular 4702.1B](#) requires the **City of Whitewater** as a recipient of federal financial assistance to notify the public of its obligations under U.S. DOT Title VI regulations and the protections against discrimination afforded to them by Title VI.

Title VI and ADA regulations require **City of Whitewater** to inform the public of their rights under Title VI and ADA by posting a *Notice of Nondiscrimination*. The *Notice of Nondiscrimination* should be posted in the following locations: agency website, public areas of the agency office, and as applicable, inside vehicles, rider guides/schedules, and transit shelters/facilities.

The public notice must include a statement of nondiscrimination, information on how to request additional information about the agency's Title VI and ADA obligations, including information on how to file a complaint, the location of the complaint form, etc., and information on how to request Title VI and ADA information in another language.

The **City of Whitewater's** *Notice of Nondiscrimination* is provided in the following locations:

- ✓ Agency website - <https://www.whitewater-wi.gov/292/Transportation>
- ✓ Agency office – 312 W. Whitewater, Street, WI 53190
- ✓ Inside vehicles

On English versions of the *Notice of Nondiscrimination*, a sentence is included in Spanish and Hmong to contact the **City of Whitewater** at (262)473-0580 if additional information is needed in another language.

To view a copy of the **City of Whitewater's** *Notice of Nondiscrimination*, please see **Appendix 1**.

## Complaint Procedure, Complaint Log, and Complaint Form

The **City of Whitewater**, as a recipient of federal financial assistance must develop a procedure for investigating, tracking, and resolving Title VI/Nondiscrimination and LEP complaints and make the procedures available to the public upon request.

Any person, group or firm that believes they've been discriminated against on the basis of race, color, national origin, disability, sex, age, religion, income status or limited English proficiency (LEP) by the **City of Whitewater** may file a civil rights complaint.

### Scope of Civil Rights Complaints

The scope of civil rights complaints covers all internal and external **City of Whitewater** activities. Adverse impacts resulting in civil rights complaints can arise from many sources including the delivery of programs and services, or advertising, bidding, and contracts.

Complaints can originate as a result of project and program impacts on individuals or groups. Examples include social and economic impacts such as access to programs, activities and services, failure to maintain facilities and vehicles, traffic, noise, air quality, and accidents.



Complaints can also originate from individuals or firms alleging inability to bid upon or obtain a contract with **City of Whitewater** for the furnishing of goods and services. Examples include advertising for bid proposals; prequalification or qualification requirements; bid awards; selection of contractors, subcontractors, material and equipment suppliers, lessors, vendors, consultants, etc.

The **City of Whitewater's** complaint procedure is shown in **Appendix 2** and made available in the following locations:

- ✓ Agency website, either as a reference in the *Notice of Nondiscrimination* or in its entirety
- ✓ Agency Office – 312 W. Whitewater St, Whitewater, WI 53190

### Civil Rights Investigations

Recipients of federal financial assistance are required to maintain a list of any complaints alleging discrimination. The list shall include the date the civil rights complaint, investigation, or lawsuit was filed, a summary of the allegation(s), the status of the complaint, investigation, or lawsuit, actions taken by the recipient in response, and final findings related to the complaint, investigation, or lawsuit.

**Appendix 3** is the **City of Whitewater's** *Complaint Log* procedure and tracking mechanism to investigate, track and resolve complaints.

Since the last update of this Title VI/ADA Nondiscrimination Plan, there has been no transportation related civil rights investigations, complaints, or lawsuits filed with the **City of Whitewater**.

### Complaint Form

**City of Whitewater's** *Complaint Form* is shown in **Appendix 4**.

## **Public Involvement Plan**

Recipients of federal financial assistance are required to develop a public involvement plan that includes outreach strategies and participation techniques to engage the public including minority, low-income, and limited English proficient (LEP) populations, as well as a summary of outreach efforts made since the last Title VI/ADA Nondiscrimination Plan.

While traditional means of seeking public involvement may not reach all individuals, or might not allow for meaningful avenues of input, the intent of this effort is to take reasonable actions to provide opportunities for historically under-served populations to participate in transportation decision making efforts.

**City of Whitewater's** *Public Involvement Plan* is shown in **Appendix 5**.

## Limited English Proficiency (LEP) Plan

As a recipient of federal USDOT funding, the **City of Whitewater** is required under [Title VI of the Civil Rights Act of 1964](#) and [Executive Order 13166](#) to develop and implement a plan to ensure accessibility to its programs and services for persons who are not proficient in the English Language.

**City of Whitewater's** *Limited English Proficiency (LEP) Plan* is shown in **Appendix 6**.

The LEP plan outlines the policies and procedures the **City of Whitewater** will use to address the needs of persons with limited English proficiency (LEP) that wish to participate in **City of Whitewater** programs and services.

## Demographic Representation Information

The **City of Whitewater** understands that diverse representation on boards, councils, and committees help results in sound policy reflective of the needs of the entire population. [FTA Title VI Circular 4702.1B](#) requires recipients which have transportation-related, non-elected boards, advisory council or committees, or similar bodies, to report membership of these committees broken down by race and include a description of efforts made to encourage the participation of minorities on these committees.

**City of Whitewater's** *Minority Representation Information* is shown in **Appendix 7**.

## Appendix 1

### Notice of Nondiscrimination to the Public

**City of Whitewater's** *Notice of Nondiscrimination* is posted in the following areas:

- ✓ Public area of the agency office
- ✓ Inside vehicles
- ✓ Rider Guides/Schedules

### Notice of Nondiscrimination

#### City of Whitewater

- ✓ The **City of Whitewater** is committed to ensuring that no person is excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination on the basis of race, color, national origin, disability, sex, age, religion, income status or limited English proficiency (LEP) in any and all programs, activities or services administered by the **City of Whitewater** in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities.
- ✓ Any person who believes they've been aggrieved by any unlawful discriminatory practice may file a complaint with the **City of Whitewater**.
- ✓ For more information on the **City of Whitewater's** civil rights program, and the procedures to file a complaint, contact 262-473-0580, (for hearing impaired, please use [Wisconsin Relay 711 - https://wisconsinrelay.com](https://wisconsinrelay.com)); email the Human Resource Office at [title.vi.complaint@whitewater-wi.gov](mailto:title.vi.complaint@whitewater-wi.gov) or visit our administrative office at 312 W. Whitewater Street, Whitewater, WI 53190. For more information, visit <https://www.whitewater-wi.gov/292/Transportation>
- ✓ A complaint may also be filed directly with the following:
  - Wisconsin Department of Transportation (WisDOT), Senior Title VI and ADA Coordinator, Phone: (608) 266-8129, TTY (800) 947-3529, Fax: (608)267-3641, Email: [taqwanya.smith@dot.wi.gov](mailto:taqwanya.smith@dot.wi.gov), 4822 Madison Yards Way, 5<sup>th</sup> Floor South, Madison, WI 53705. For more information, visit <https://wisconsindot.gov/Pages/doing-bus/civil-rights/titlevi-ada/filingcomplaint.aspx>
  - U.S. Department of Transportation, Federal Transit Administration (FTA), Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590, Phone: 1-888-446-4511 or 711(Relay), email: [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov)
- ✓ If information is needed in another language, contact 262-473-0580.  
Si se necesita informacion en otro idioma de contacto, 262-473-0580.  
Yog muaj lus qhia ntxiv rau lwm hom lus, hu rau 262-473-0580.

#### **Website Statement:**

The **City of Whitewater** operates its programs and services without regard to race, color, national origin, disability, sex, age, religion, income status or limited English proficiency (LEP) in accordance with Title VI of the Civil Rights Act, Americans with Disabilities Act (ADA), and related nondiscrimination authorities. For more information on the **City of Whitewater's** civil rights program, ADA obligations, and the procedures to file a complaint, contact the Human Resources Office at [title.vi.complaint@whitewater-wi.gov](mailto:title.vi.complaint@whitewater-wi.gov), (262)473-0580. For hearing impaired, please use Wisconsin Relay 711 service <https://wisconsinrelay.com>.

## Appendix 2

### Complaint Procedure

The **City of Whitewater's** Complaint Procedure is made available in the following locations:

- ✓ Agency website, either as a reference in the *Notice of Nondiscrimination* or in its entirety
- ✓ Agency Office – 312 W. Whitewater Street, Whitewater, WI 53190

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Any person who believes they've been discriminated against on the basis of race, color, national origin, disability, sex, age, religion, income status or limited English proficient (LEP) by the **City of Whitewater** may file a complaint by completing and submitting the **City of Whitewater's** Complaint Form.

The Complaint Form may also be used to submit general complaints to the **City of Whitewater**.

The **City of Whitewater** investigates complaints received no more than 180 calendar days after the alleged incident. The **City of Whitewater** will process complaints that are complete.

Once the complaint is received, the **City of Whitewater** will review the complaint and work to resolve the complaint informally, if possible.

If the complaint warrants a formal civil rights complaint process, the **City of Whitewater** will follow the steps listed in this complaint procedure. The **City of Whitewater** may also use this formal procedure to address general complaints. If the **City of Whitewater** determines it has jurisdiction the complainant will receive an acknowledgement letter stating the complaint will be investigated by the **City of Whitewater** as a civil rights complaint.

The **City of Whitewater** has **90** business days to investigate the civil rights complaint. If more information is needed to resolve the case, the **City of Whitewater** may contact the complainant.

The complainant has **10** business days from the date of the letter to send requested information to the investigator assigned to the case.

If the investigator is not contacted by the complainant or does not receive the additional information within **10** business days, the **City of Whitewater** can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, one of two (2) letters will be issued to the complainant: a closure letter or a letter of finding (LOF).

- ✓ A closure letter summarizes the allegations and states that there was not a Title VI or ADA violation and that the case will be closed.
- ✓ A letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.

If the complainant wishes to appeal the decision, the complainant has **14** business days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, then contact 262-473-0580.

Si se necesita informacion en otro idioma de contacto, 262-473-0580.

Yog muaj lus qhia ntxiv rau lwm hom lus, hu rau 262-473-0580.

## Appendix 3

### Complaint Log List of Complaints, Investigations and Lawsuits<sup>2</sup>

The **City of Whitewater** maintains a log to track and resolve transportation related civil rights complaints, investigations, and lawsuits.

#### Check One:

**X** Since the last update of this Title VI/ADA Nondiscrimination Plan, there has been no transportation related civil rights investigations, complaints, or lawsuits filed with the **City of Whitewater**.

- Because the **City of Whitewater** has had no transportation related civil rights complaints, investigations, or lawsuits, the table below has no entries.

There has been transportation related civil rights investigations, complaints and/or lawsuits filed against us. *See list below. Attach additional information as needed.*

**Note:** The performance measure for tracking when an investigation begins and when its administratively closed is documented in the **Complaint Log** table below. **City of Whitewater** will strive to complete the investigation within the timeframe specified in its **Complaint Procedure (Appendix 2)**.

Type Complaint Investigation Lawsuit	Date Complaint Received (Month, Day, Year)	Complainant's Contact Information Name/Phone/ Email/Address	Basis of Complaint <sup>3</sup>	Summary Complaint Description	Action Taken/ Final Outcome if Resolved  List dates of action steps including the dates complaint/ investigation begins and is administratively closed.	Status

<sup>2</sup> **Lawsuit:** The protected class under Title II is disability. The protected classes under Title VI are Race, Color and Nation Origin.

<sup>3</sup> **Basis of Complaint:** Specify Race, Color, National Origin, Disability, Religion, Sex, Age, Service, Income Status, Limited English Proficient (LEP), Safety, Other

## Appendix 4

## Complaint/Comment Form

**City of Whitewater** is committed to providing you with safe and reliable transportation services and we want your feedback. Please use this form for suggestions, compliments, and complaints.

Please submit this form electronically at [title.vi.complaint@whitewater-wi.gov](mailto:title.vi.complaint@whitewater-wi.gov) or in person at the address below.

**City of Whitewater**

312 W. Whitewater Street  
Whitewater, WI 53190

You may also call us at 262-473-0580. Please make sure to provide your contact information.

### Section A: Accessible Format Requirements

Please check the preferred format for this document

<input type="checkbox"/> Large Print	<input type="checkbox"/> TDD or Relay	<input type="checkbox"/> Audio Recording	<input type="checkbox"/> Other (if selected please state what type of format you need in the box below)
--------------------------------------	---------------------------------------	--	---

Click or tap here to enter text.

### Section B: Contact Information

Name Click or tap here to enter text.	Telephone Number (including area code) Click or tap here to enter text.
Address Click or tap here to enter text.	City Click or tap here to enter text.
State Click or tap here to enter text.	Zip Code Click or tap here to enter text.

Email Address Click or tap here to enter text.

Are you filing this complaint on your own behalf?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

If no, please provide the name and relationship of the person for whom you are complaining and why you are completing the form on their behalf in the box below.

Click or tap here to enter text.

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

## Section C: Type of Comment

What type of comment are you providing? Please check which category best applies.

<input type="checkbox"/> Complaint	<input type="checkbox"/> Suggestion	<input type="checkbox"/> Compliment	<input type="checkbox"/> Other
------------------------------------	-------------------------------------	-------------------------------------	--------------------------------

Which of the following describes the nature of the comment? Please check one or more of the check boxes.

<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Religion
<input type="checkbox"/> Age	<input type="checkbox"/> Sex	<input type="checkbox"/> Service	<input type="checkbox"/> Income Status
<input type="checkbox"/> Limited English Proficient (L.E.P)		<input type="checkbox"/> Americans with Disability Act (A.D.A)	

## Section D: Comment Details

Please answer the questions below regarding your comment

Did the incident occur on the following type of service? <i>Please check any box that may apply.</i>	<input type="checkbox"/> Paratransit	<input type="checkbox"/> Shared Ride Taxi	<input type="checkbox"/> Bus
What was the date of the occurrence?	Click to add date in the following format: Day, month, year		
What was the time of the occurrence?	Click to add the time		
What is the name or identification of the employee or employees involved?	Click or tap here to enter text.		
What is the name or identification of others involved, if applicable?	Click or tap here to enter text.		
What was the number or name of the route you were on, if applicable?	Click or tap here to enter text.		
What was the direction or destination you were headed to when the incident occurred, if applicable?	Click or tap here to enter text.		
Where was the location of the occurrence?	Click or tap here to enter text.		
Was the use of a mobility aid involved in the incident?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Please add any additional descriptive details about the incident.

Click or tap here to enter text.

**In the box below, please explain as clearly as possible what happened and why you believe you were discriminated against.**

Click or tap here to enter text.

## Section E: Follow-up

May we contact you if we need more details or information?

☐ Yes

☐ No

**If yes, how would you best liked to be reached? Please select your preferred form of contact below**

☐ Phone

☐ Email

☐ Mail

**If you would prefer to be contacted by phone, please list the best day and time to reach you.**

Click here to add your preferred time

Click here to add your preferred day

## Section F: Desired Outcome

**Please list below, what steps you would like taken to address the conflict or problem.**

Click or tap here to enter text.

**If applicable, please list below all additional agencies you have filed this complaint with such as Federal, State, Local agencies, or with any Federal or State Court. Please include the contact information to where the complaint was sent.**

Click or tap here to enter text.

## Section G: Signature

**Please attach any documents you have which support the allegation. Then date and sign this form and send it to the City of Whitewater.**

Name Click or tap here to enter text.

**Date:** Click to add date in the following format: Day, month, year

Signature Click or tap here to enter text.



## Appendix 5

### Public Involvement Plan

The purpose of the **Public Involvement Plan** is to establish procedures that allow for, encourage, and monitor participation of all citizens within the **City of Whitewater** service area including but not limited to low income and minority individuals, and those with limited English proficiency (LEP).

While traditional means of soliciting public involvement may not reach such individuals, or might not allow for meaningful avenues of input, the intent of this effort is to take reasonable actions to provide opportunities for historically under-served populations to participate in transportation decision making efforts.

#### Goal

The goal of public involvement is to offer real opportunities for the engagement of all citizens within the **City of Whitewater** service area to participate in the development of plans, programs, and services.

#### Strategies

To promote inclusive public participation, the **City of Whitewater** uses the following strategies, as appropriate.

- Coordination and Consultation
  - Coordinate and consult with partners, stakeholders, program participants and their caregivers, and the public affected by the distribution of state and federal transit grant programs.
  - Seek guidance and input from WisDOT on public involvement mechanisms and strategies.
  - Maintain an electronic distribution list of all potential program participants, partners, stakeholders, etc.
- Accessibility and Information
  - Meetings
    - Adhere to state and federal public hearing requirements
    - Provide a general notification of meetings, particularly forums for public input, in a manner that is understandable to all populations in the area.
    - Hold meetings in locations which are accessible and reasonably welcoming to all area residents including, but not limited to, low-income and minority members of the public.
    - Employ different meeting sizes and formats
    - Provide avenues for two-way flow of information and input from populations which are not likely to attend meetings.
  - Make public information available in electronically accessible formats
  - Use social media in addition to other resources to gain public involvement

- Use radio, television or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations may also include audio programming available on podcasts.
- Expand traditional outreach methods by visiting ethnic stores/markets and restaurants, community centers, libraries, faith-based institutions, local festivals, etc.
- Timeliness
  - Provide timely information about state and federal grant programs to affected program participants, the public, partner agencies, and other interested parties.
  - Provide adequate notice of public involvement activities and time for public review and comment.
- Public Comment
  - Work openly and diligently to incorporate public comments received and to notify respondents of final plans, reports, programs, etc.
  - Provide for early, frequent and continuous engagement by the public
- Social/Environmental Justice
  - Seek and consider the needs of those traditionally underserved by participating in outreach efforts that address the needs of minority persons, the elderly, persons with disabilities, limited English Proficient individuals, and low-income households.
  - Determine what non-English languages and other cultural barriers exist to public participation within the **City of Whitewater** service area.
- Training
  - Participate in training to continuously improve the knowledge and understanding of civil rights and environmental justice principles.
- Evaluation
  - Document and maintain records of public outreach efforts.
  - Review the effectiveness of public participation activities.
  - Seek new ways to providing public input opportunities.

## Participation Techniques

The **City of Whitewater** will use the following participation techniques as deemed appropriate. Participation techniques will be reviewed and modified each year, as necessary. If new techniques are tried and found to be successful, this list will be updated to include the new techniques.

- Booth at Community events (craft fair, festival, farmers market, parades, etc.)
- Advisory meetings and committees
- Direct mailings (letters, fliers, etc.)
- Website and social media
- Project-specific newsletter articles
- Public information meetings
- Legal advertisements
- Presentations to community partners, citizens/residents, etc.
- Press releases, meetings with local media representatives
- Surveys (telephone, internet, and public information meetings)
- Work with partner organizations

## Public Outreach Activities

The **City of Whitewater** maintains a log/record of the various types of outreach activities it uses to promote inclusive public participation. On an annual basis, the **City of Whitewater** reviews its log of outreach activities to determine if additional or different strategies are needed to promote inclusive public participation.

The direct public outreach and involvement activities conducted by the **City of Whitewater** are summarized below. Information collected on the size, location, meeting format, number of attendees, etc. as well as the scope of the distribution method (e.g., information posted to social media, fliers in grocery stores and community centers, etc.) will be used for future planning efforts.

Summary of Outreach Activities					
Event Date	Name of Event/Activity	Date Publicized and Communication Method (Public Notice, Posters, Social Media, etc.)	Outreach Method (Meeting, Focus Group, Survey, etc.).	Staff Members Responsible	Notes
Ongoing	Website, Facebook, Twitter	Website and Social Media Materials	Website and Social Media Materials	City Staff	<a href="https://ci.Whitewater.wi.us/">https://ci.Whitewater.wi.us/</a>
Ongoing	Transportation Routes Update	Website	Advertisement/Transportation Route Summary	Subcontractor Staff	<a href="https://browncab.net">https://browncab.net</a>
Annually	Common Council Meetings	Advertise Council Meeting on website, social media and newspaper	Public Meeting	City Staff	<a href="https://ci.Whitewater.wi.us/">https://ci.Whitewater.wi.us/</a> Boards Commissions and Committees Section
Annually	Promotional Information	April--City Guide Published	City Guides booklets available as well as online	City Staff	<a href="https://www.wwparks.org/post/2025-city-guide">https://www.wwparks.org/post/2025-city-guide</a>

## Appendix 6

### Limited English Proficiency (LEP) Plan

#### Overview

As a recipient of federal financial assistance, the **City of Whitewater** is required to prepare a Limited English Proficiency (LEP) Plan to address its responsibilities relating to the needs of individuals with limited English language skills.

This plan has been prepared in accordance with [Title VI of the Civil Rights Act of 1964, 42 U.S.C 2000d, et seq.](#), and its implementing regulations which state that no person shall be subjected to discrimination on the basis of race, color, or national origin.

[Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency”](#), issued in 2000 clarified Title VI of the Civil Rights Act of 1964. It stated that individuals who do not speak English well and who have a limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI in order to access public services or benefits for which they are eligible. While most individuals in Wisconsin read, write, speak, and understand English, for some individuals English is not their primary language. If these individuals have a limited ability to read, write, speak or understand English, they are considered Limited English Proficient (LEP).

The US DOT “[Policy Guidance Concerning Recipients’ Responsibilities to LEP Persons](#)” discusses the concept of “safe harbor” with respect to the requirements for translation of written materials. The *Safe Harbor Threshold* is calculated by dividing the population estimate for a language group that “Speaks English less than very well” by the total population of the county. The *LEP Safe Harbor Threshold* provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less, of the population to be served) the **City of Whitewater** must provide translation of vital documents (e.g., Notice of Nondiscrimination, Complaint Procedure and Complaint Form) in written format for non-English speaking persons.

Recipients of federal financial assistance are also required to implement LEP plans in accordance with guidelines of the federal agency from which the funds are provided. [FTA Circular 4702.1B – Title VI Requirements and Guidance for FTA Recipients](#) provides guidance and instructions for LEP Plan development.

#### Plan Summary

The **City of Whitewater** has developed this *Limited English Proficiency Plan* to identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided by the **City of Whitewater**.

This plan outlines how to identify a person who may need language assistance, how to inform LEP persons language assistance is available, the ways in which assistance may be provided, and staff training.

## Plan Components

As a recipient of federal US DOT funding, the **City of Whitewater** is required to take reasonable steps to ensure meaningful access to programs and activities by LEP persons.

This plan includes the following elements:

1. The results of the *Four Factor Analysis*, including a description of the LEP population(s), served.
2. A description of the following:
  - ✓ How language assistance services are provided.
  - ✓ How LEP persons are informed of the availability of language assistance services.
  - ✓ How the language assistance plan is monitored and updated.
  - ✓ How employees are trained to provide language assistance to LEP persons.

## Meaningful Access - Four Factor Analysis

To prepare this plan, the **City of Whitewater** conducted a four-factor analysis which considers the following:

### **Factor 1 - Demography**

**Number and proportion of LEP persons who may be served or are likely to encounter a City of Whitewater program or service.**

This plan uses [US Census Bureau – American Fact Finder \(2011-2015\)](#) language data available by Wisconsin county. More data is available on the [US Census Bureau ACS website](#).



Jefferson  
County LE...



Walworth  
County LE...

The US Census Bureau – American Fact Finder (2011-2015) data shows there are numerous languages spoken in Jefferson and Walworth counties. Some of these languages include Spanish, Chinese, Hmong, Japanese, Vietnamese, German, Russian, French, Hindi, Polish, Urdu, Tagalog, Gujarati, Italian, Thai, and Korean.

The Safe Harbor Threshold is calculated by dividing the population estimate for a language group that “speaks English less than very well” by the total population of the county. The LEP Safe Harbor Threshold provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less), the **City of Whitewater** must provide translation of vital documents in written format for non-English speaking persons.

US Census data shows that in Jefferson and Walworth counties, the second largest language group after English is Spanish.

- ✓ In **Jefferson county**, with a population estimate of **79,616, 1,404** persons have identified themselves as Spanish speaking and “speaks English less than very well”.
- ✓ In **Walworth county**, with a population estimate of **97,504, 3,620** persons have identified themselves as Spanish speaking and “speaks English less than very well”.

The Spanish language is greater than the 1,000 persons threshold of the population to be served. This means the **City of Whitewater** is required to provide written translation of its vital documents (Notice of Nondiscrimination, Complaint Procedure, and Complaint Form) translated in Spanish. All other language groups listed above are below the Safe Harbor Threshold. This means, at this time, the **City of Whitewater** is not required to provide written translation of vital documents in these languages.

In the future, if the **City of Whitewater** meets the Safe Harbor Threshold for any language group, it will provide written translation of vital documents in such languages and consider measures needed for oral interpretation.

### **Factor 2 – Frequency**

#### **Frequency of contact with LEP persons.**

The **City of Whitewater** and its contractor provides transportation service for the City of Whitewater located in Jefferson and Walworth Counties.

The **City of Whitewater** reviewed the frequency with which its staff have, or could have, contact with LEP persons in the conduct of **City of Whitewater** activities related to the transportation service. This includes a review of documented phone inquiries, office visits, and encounters at public meetings and community events. Within the last year, **City of Whitewater** staff and council members have had (0) requests for interpreters and (0) requests for translated program documents.

**City of Whitewater** staff, policy board members, and contractor staff are trained on what to do when they encounter a person with limited English proficiency. For example, city staff use a language translation device to assist customers needing language translation assistance. The city's contractor has a bilingual Spanish speaker on staff when information is requested in Spanish as does the city.

The **City of Whitewater** with assistance from its contractor, tracks the number of encounters and considers adjustments to its outreach efforts to ensure meaningful access to all persons and specifically to LEP and minority populations of the **City of Whitewater's** programs and services. The *Log of LEP Encounters* is a tool to help track LEP encounters.

### **Log of LEP Encounters**

<b>Date</b>	<b>Time</b>	<b>Language Spoken By Individual (if available)</b>	<b>Name and Phone Number of Individual (if available)</b>	<b>Service Requested</b>	<b>Follow Up Required</b>	<b>Staff Member Providing Assistance</b>	<b>Notes</b>

If a language barrier were to exist, **City of Whitewater** works to provide a reasonable accommodation. The *"I Speak" Language Identification Card* listed shown below is a document that can be used by **City of Whitewater** staff to assist LEP individuals. Additional languages can be added, as needed, to match the demographic changes of the **City of Whitewater's** service area. The languages included in the *"I Speak" Language Identification Card* below represent many of the languages spoken within the **City of Whitewater** service area.

## “I Speak” Language Identification Card

Mark this box if you speak....	Language Identification Chart	Language
	I speak English	English
	Yo hablo español	Spanish
	Kug has lug Moob	Hmong
	我說中文	Chinese
	E nói tiếng Việt	Vietnamese
	나는한국어를	Korean
	Marunong akong mag-Tagalog	Tagalog
	Ich spreche Deutsch	German
	Я говорю по-русски	Russian
	Ja говорим српски	Serbian
	मैं हिंदी बोलते हैं	Hindi
	میں نے اردو بولتے ہیں	Urdu

Note: For additional languages visit the US Census Bureau website <http://www.lep.gov/ISpeakCards2004.pdf>

### **Factor 3 – Importance**

#### **Nature and importance of program to LEPs.**

**City of Whitewater** understands an LEP person with language barrier challenges also faces difficulties obtaining health care, education, access to employment and nutrition meal sites, recreational services, and socialization. A transportation system is a key link to connecting LEP persons to these essential services.

**City of Whitewater** assessment of critical needs includes contact with community organization(s) that serve LEP persons, as well as contact with LEP persons themselves to obtain information on the importance of the modes or the types of services that are provided to the LEP populations.

### **Factor 4 – Resources and Costs**

#### **Resources available and overall cost to provide LEP assistance.**

Given the small size of LEP encounters and small LEP populations, full multi-language translations of our programs and services related to transportation services is not warranted at this time. However, this information can be made upon request. The **City of Whitewater** will contact state and local units of government and community resources for assistance in translation services.

Even though the **City of Whitewater** does not have a separate budget for LEP outreach, it continuously explores ways to implement methods of notifying LEP persons of transportation services. Outreach efforts include maintaining a website, utilizing social media, developing and printing brochure/materials and having a visible presence in our community (e.g., participating in job fairs, parades, community events, etc.) to promote transportation services. Additional outreach methods to reach LEP communities include but are not limited to activities such as visiting ethnic stores/markets and restaurants, community centers, libraries, faith-based institutions, and local festivals. The cost is relatively low but the ability to reach the LEP population is high.

## Language Assistance Services

### Overview - Language Assistance Services

If a person does not speak English as their primary language and is LEP, that person may be entitled to language assistance with respect to **City of Whitewater's** programs and services. Language assistance can include interpretation and/or translation from one language into another language.

**City of Whitewater** will take reasonable steps to provide the opportunity for meaningful access to LEP individuals who have difficulty communicating in English.

**City of Whitewater** strives to offer the following measures when encountering LEP persons:

- ✓ Utilize the "*I Speak*" *Language Identification Card* or posters to identify the language and communication need of LEP persons.
- ✓ Maintain a *Log of LEP Encounters* to capture information on the frequency of contact with LEP individuals to determine whether additional language assistance services are needed.
- ✓ Utilize translation services via the following:
  - **City of Whitewater** – City staff use a language translation device and seek translation assistance from a bilingual staff member when LEP encounters occur.
    - Language Translation Device
    - Bilingual staff member (Spanish)
  - Jefferson County ADRC – 920-674-8139, [https://www.jeffersoncountyiwi.gov/departments/human\\_services/aging\\_and\\_disability\\_resource\\_center/transportation.php](https://www.jeffersoncountyiwi.gov/departments/human_services/aging_and_disability_resource_center/transportation.php)
  - Hispanic Resource Center of Jefferson County
  - Walworth County – Spanish Help <https://www.co.walworth.wi.us/276/Spanish-Help>
  - Latino Service Providers Coalition – <http://www.latinoservices.org>
- ✓ Utilize Wisconsin Relay 7-1-1, the state of Wisconsin resource to assist with communication needs for individuals that are deaf, hard of hearing, deafblind, or those with a speech disability <http://www.wisconsinrelay.com/> and <http://www.wisconsinrelay.com/features>
- ✓ Utilize online resources such as Google Translate to assist with the translation of documents. The main downside of this approach is accuracy. As such, this option will be used by **City of Whitewater** on limited basis. Instead, **City of Whitewater** will seek assistance from fluent speakers.
- ✓ Make translated versions (or provide for the interpretation of relevant sections) of all documents/publications available upon requests, within a reasonable time frame.
- ✓ Prioritize the hiring of bilingual staff, as needed.

### Public Outreach – Informing LEP Persons of Language Assistance Services

The **City of Whitewater** uses the following steps to inform LEP persons of the availability of language assistance services:

- ✓ Posts the Title VI/ADA *Notice of Nondiscrimination* on its website. The notice includes a sentence written in Spanish providing instructions on how to contact the **City of Whitewater** to request information in another language.



- ✓ When encountering LEP persons directly, **City of Whitewater** will use the “*I Speak*” *Language Identification Card* to identify the language and communication needs of LEP persons. **City of Whitewater** may not be able to immediately accommodate or assist individuals self-identifying as a person not proficient in English but will seek means to follow up with the individual to address their needs in the language requested as soon as possible.
- ✓ Review outreach activities and information gathered from the *Log of LEP Encounters* on the frequency of contact with LEP individuals to determine whether additional language assistance services are needed.
- ✓ Develop and maintain cooperative relationships with key agencies/community organizations that serve LEP populations in the area or region. These entities can assist in providing or verifying translations and/or identifying gaps in assistance to persons with LEP needs.
- ✓ Utilize translation services available at:
  - **City of Whitewater** – City staff use a language translation device and seek translation assistance from a bilingual staff member when LEP encounters occur.
    - Language Translation Device
    - Bilingual staff member (Spanish)
  - Jefferson County ADRC – 920-674-8139, [https://www.jeffersoncountyiwi.gov/departments/human\\_services/aging\\_and\\_disability\\_resource\\_center/transportation.php](https://www.jeffersoncountyiwi.gov/departments/human_services/aging_and_disability_resource_center/transportation.php)
  - Hispanic Resource Center of Jefferson County
  - Walworth County – Spanish Help <https://www.co.walworth.wi.us/276/Spanish-Help>
  - Latino Service Providers Coalition – <http://www.latinoservices.org>
- ✓ Utilize Wisconsin Relay 7-1-1, the state of Wisconsin resource to assist with communication needs for individuals that are deaf, hard of hearing, deafblind, or those with a speech disability <http://www.wisconsinrelay.com/> and <http://www.wisconsinrelay.com/features>

### **Monitoring, Evaluating and Updating the Plan**

The **City of Whitewater** will review the LEP Plan on an annual basis. Review and updates will include:

- ✓ The number of documented LEP person contacts.
- ✓ How the needs of LEP persons have been addressed.
- ✓ Determine whether the need for translation services has changed.
- ✓ Determine with existing language assistance services are effective and sufficient to meet the needs of LEP persons.
- ✓ Determine whether complaints have been received concerning the **City of Whitewater’s** failure to meet the needs of LEP individuals.
- ✓ Sufficiency of staff training.
- ✓ Review of any new opportunities for LEP communication.
- ✓ Determine whether financial resources are needed to fund language assistance services.

### **Training Staff**

The following training will be provided to **City of Whitewater** staff:

- ✓ Information on the **City of Whitewater’s** Title VI/ADA Non-Discrimination Plan and LEP responsibilities.
- ✓ Description of language assistance services offered to the public.
- ✓ Use of the “I-Speak Card” as a tool to assist LEP individuals.
- ✓ Documentation of language assistance requests using the *Log of LEP Encounters*.
- ✓ How to handle Title VI/ADA Non-Discrimination and LEP complaints.

## Appendix 7

### Demographic Representation Information<sup>4</sup>

#### A. Demographic Representation Table<sup>5</sup>

The table below depicts US Census population data by race in Jefferson and Walworth counties. The **City of Whitewater** does not have transit-related, non-elected councils, committees, or similar bodies. The membership of the City of Whitewater's Common Council is by election.



Jefferson County - ...  
Walworth County - ...

Body	Caucasian	Hispanic/ Latino	Black/ African American	Asian American	Native American	Some Other Race	No Response
Jefferson County Population	89.4%	7.25%	0.7%	0.5%	0.1%	2.01%	---
Walworth County Population	85.3%	11.19%	0.7%	0.8%	0.2%	1.76%	---
City of Whitewater Common Council	The membership of the City of Whitewater's Common Council is by election.						

#### B. Efforts to Encourage Minority Participation

**City of Whitewater** understands diverse representation on committees, councils and boards results in sound policy reflective of its entire population. As such, **City of Whitewater** encourages participation of all its citizens.

As vacancies on non-elected boards, committees and councils become available, **City of Whitewater** will make efforts to encourage and promote diversity.

To encourage participation on its boards, committees and councils, **City of Whitewater** will continue to reach out to community organizations to connect with all population groups in its service area. In addition, **City of Whitewater** will use creative ways to make participating realistic and reasonable, such as scheduling meetings at times best suited to its members.

<sup>4</sup> If **City of Whitewater** has transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, the membership of which is selected by **City of Whitewater**, Title VI regulations require **City of Whitewater** to provide a table depicting the membership of those committees broken down by race and a description of efforts made to encourage the participation of minorities on such committees.

<sup>5</sup> County data by race is available at the WisDOT website <https://wisconsindot.gov/Documents/doing-bus/local-gov/astnce-pgms/transit/compliance/title6-race.pdf> or the US Census Bureau website <http://data.census.gov>

**Note:** The use of this form is not required because the Common Council is by election.

## *Demographic Representation Data Collection Form<sup>6</sup>*

**Name of board, commission, council, etc.**

Date:

---

Dear Member,

The **City of Whitewater**, as a recipient of federal funds is required under Title VI of the Civil Rights statute to ascertain the racial/ethnic make-up of any non-elected boards, commissions, councils, etc.

Data from this section is used for statistical and reporting purposes. The information may be subject to disclosure under federal or state law or rule.

### **Anti-Discrimination Notice**

It is unlawful for **City of Whitewater** to fail or refuse to provide services, access to services or activities, or otherwise discriminate against an individual because of an individual's race, color, religion, sex, national origin, disability or veteran status.

As a council under the jurisdiction of **City of Whitewater**, we invite council members to voluntarily self-identify their race/ethnicity in order for us to comply with FTA Title VI and LEP requirements. This information will be used according to the provisions of applicable federal and state laws, executive orders and regulations, including those requiring the information to be summarized and reported to the federal government for civil rights enforcement purposes.

### **Race/Ethnicity**

If you choose to self-identify, please mark the **one box** describing the race/ethnicity category with which you primarily identify:

\_\_\_ *Asian or Pacific Islander*: All persons having origins in any of the peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

\_\_\_ *Black and/or African American* (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

\_\_\_ *Hispanic*: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

\_\_\_ *American Indian or Alaskan Native*: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

\_\_\_ *Caucasian* (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

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<sup>6</sup> This form is an optional tool **City of Whitewater** can use to gather information on the racial composition of its committee members for the purposes of meeting the Title VI/ADA plan requirements.

# Translated - Vital Documents

## Título VI– El aviso de no discriminación a el público

El aviso de no discriminación de la **City of Whitewater** es el siguiente:

### Aviso de No Discriminación

#### City of Whitewater

- ✓ El **City of Whitewater** esta comprometido a garantizar que ninguna persona sea excluida de participar, se le nieguen los beneficios o de cualquier otra forma sea sujeta a discriminación en las bases de raza, color, nacionalidad de origen, discapacidad, sexo, edad, religión, estado de ingresos o Domino Limitado del Inglés (LEP por sus siglas en inglés) en todos y cada uno de los programas, actividades o servicios administrados por **City of Whitewater** de acuerdo con el Título VI de la Ley de Derechos Civiles de 1964 y las autoridades no discriminatorias relacionadas. **City of Whitewater** asegura además que se harán todos los esfuerzos posibles para garantizar la no discriminación en todas las actividades de su programa financiado con fondos federales.
- ✓ Cualquier persona que crea que ha sido agraviada por cualquier práctica discriminatoria ilegal puede presentar una queja con **City of Whitewater**.
- ✓ Para obtener más información acerca del programa de derechos civiles de **City of Whitewater**, y los procedimientos para presentar una queja, comuníquese 262-473-0580 (para las personas con problemas de audición, por favor utilice [Wisconsin Relay 711](#)), correo electrónico [title.vi.complaint@whitewater-wi.gov](mailto:title.vi.complaint@whitewater-wi.gov) o visite nuestra oficina en 312 W. Whitewater Street, Whitewater, WI 53190. Para obtener más información, visite <https://www.whitewater-wi.gov/292/Transportation>.
- ✓ También se puede presentar una queja directamente ante cualquiera de los siguientes:
  - Departamento de Transporte de Wisconsin (WisDOT por sus siglas en inglés), Taqwanya Smith, Coordinadora Superior de Título VI y ADA, teléfono: (608) 266-8129, TTY (800) 947- 3529, Fax: (608)267-3641, Correo electrónico: [taqwanya.smith@dot.wi.gov](mailto:taqwanya.smith@dot.wi.gov), 4822 Madison Yards Way, 5<sup>th</sup> Floor South, Madison, WI 535705. Para obtener más información, visite la [página web del WisDOT Título VI-ADA](#).
  - Departamento de Transporte de los Estados Unidos, Administración Federal de Tránsito (FTA por sus siglas en inglés), Oficina de Derechos Civiles, 1200 New Jersey Avenue SE, Washington, DC 20590, Teléfono: 1-888-446-4511 o 711 (Relay), correo electrónico: [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov)
  - Si se necesita informacion en otro idioma de contacto, 262-473-0580.

El aviso de no discriminación la **City of Whitewater** se publica en los siguientes lugares

- ✓ Sitio web de la agencia <https://www.whitewater-wi.gov/292/Transportation>
- ✓ Áreas públicas de la oficina de la agencia (área común, salas de reuniones públicas, etc.)

## El Procedimiento de Quejas

El Procedimiento de Quejas de la **City of Whitewater** está disponible en los siguientes lugares:

- ✓ Sitio web de la agencia, ya sea como referencia en el aviso al público o en su totalidad.
- ✓ Áreas públicas de la oficina de la agencia (área común, salas de reuniones públicas, etc.)

Cualquier persona que crea haber sido discriminado por motivos de raza, color, origen nacional, discapacidad, sexo, edad, religión, estado de ingresos o dominio limitado del inglés (LEP) por parte de la **City of Whitewater** puede completar un formulario de queja y entregar el a de la **City of Whitewater**

El formulario de queja también se puede usar para entregar quejas generales a la **City of Whitewater**

De la **City of Whitewater** investiga las quejas recibidas no más de 180 días hábiles después del presunto incidente. De la **City of Whitewater** procesará las quejas que estén completas.

Una vez que se recibe la queja, la **City of Whitewater** la revisará y trabajará para resolverla de manera informal, si es posible.

Si la queja garantiza un proceso formal de queja de derechos civiles, la **City of Whitewater** seguirá los pasos enumerados en este procedimiento de queja. La **City of Whitewater** también puede utilizar este procedimiento formal para atender quejas generales. Si la **City of Whitewater** determina que tiene jurisdicción, el demandante recibirá una carta de reconocimiento que indica que la queja será investigada por la **City of Whitewater** como una queja de derechos civiles.

La **City of Whitewater** tiene **90** días hábiles para investigar la queja de derechos civiles. Si se necesita más información para resolver el caso, la **City of Whitewater** puede contactar al demandante.

El/La demandante tiene **10** días hábiles a partir de la fecha de la carta para enviar la información solicitada al investigador asignado al caso.

Si el demandante no contacta al investigador o no enviar la información adicional dentro de los **10** días hábiles, la **City of Whitewater** puede cerrar el caso administrativamente. Un caso puede cerrarse administrativamente también si el demandante ya no desea continuar con su caso.

Después de que el investigador revise la queja, se emitirá una de dos (2) cartas al demandante: una carta de cierre o una carta de descubrimiento.

- ✓ Una carta de conclusión resume las acusaciones y establece que no hubo una violación del Título VI y que el caso se cerrará.
- ✓ Una carta de descubrimiento resume las acusaciones y las entrevistas con respecto al presunto incidente, y explica si ocurrirá alguna acción disciplinaria, capacitación adicional del miembro del personal u otra acción.

Si el demandante desea apelar la decisión, tiene **14** días hábiles después de la fecha de la carta o la carta de descubrimiento para hacerlo.

Una persona también puede entregar una queja directamente ante la Administración Federal de Tránsito, en la Oficina de Derechos Civiles de la FTA, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, then contact 262-473-0580.

Si se necesita información en otro idioma de contacto, 262-473-0580.

Yog muaj lus qhia ntxiv rau lwmm hom lus, hu rau 262-473-0580.

## City of Whitewater – Formulario de Complementos/Quejas

**City of Whitewater** comprometido a proveer usted con servicios de transportación segura y fiable y queremos sus comentarios. Por favor usa este formulario por sugerencias, quejas y complementos. Por favor, entregar este formulario electrónicamente a [title.vi.complaint@whitewater-wi.gov](mailto:title.vi.complaint@whitewater-wi.gov) o en persona a la dirección debajo.

**City of Whitewater**  
312 W. Whitewater Street  
Whitewater, WI 53190

También, puede nos llamar a 262-473-0580. Por favor, provea su información de contacto para recibir una respuesta.

### Sección A: Requisitos de formato accesible

Por favor, verifique el formato preferido para este documento.

<input type="checkbox"/> Letra grande	<input type="checkbox"/> TDD o Relé	<input type="checkbox"/> Grabación de audio	<input type="checkbox"/> Otra (si está seleccionado, indique qué tipo de formato necesita en el cuadro debajo)
---------------------------------------	-------------------------------------	---	--

Haga clic o toque aquí para introducir el texto

### Sección B: Información de contacto

Nombre <input type="text"/>	Número de teléfono (incluyendo el Código de área) <input type="text"/>
Dirección <input type="text"/>	Ciudad <input type="text"/>
Estado <input type="text"/>	Código postal <input type="text"/>

Correo electrónico

¿Está presentado esta queja en su propio nombre?	<input type="checkbox"/> Sí	<input type="checkbox"/> No
--	-----------------------------	-----------------------------

Si no, por favor provea el nombre y la relación de la persona por la que se queja y por qué está completando el formulario en su nombre en el cuadro a continuación.

Por favor, confirme que ha obtenido el permiso del partido agraviado si está completando por un tercer partido.	<input type="checkbox"/> Sí	<input type="checkbox"/> No
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## Sección C: Tipo de comentario

¿Qué tipo de comentario estás proveyendo? Por favor, marque qué categoría se aplica mejor.

<input type="checkbox"/> Queja	<input type="checkbox"/> Sugerencia	<input type="checkbox"/> Complemento	<input type="checkbox"/> Otra
--------------------------------	-------------------------------------	--------------------------------------	-------------------------------

¿Cual de los siguiente describe la natura del comentario? Por favor, marque uno o más de las casillas de verificación.

<input type="checkbox"/> Raza	<input type="checkbox"/> Color	<input type="checkbox"/> Origen Nacional	<input type="checkbox"/> Religión
<input type="checkbox"/> Edad	<input type="checkbox"/> Sexo	<input type="checkbox"/> Servicio	<input type="checkbox"/> Estado de Ingresos
<input type="checkbox"/> Competente limitado del inglés (C.L.I)		<input type="checkbox"/> Ley de estadounidenses con discapacidad (L.E.D.)	

## Sección D: Detalles de comento

Por favor, responda a las preguntas debajo sobre su comentario.

¿Ocurrió el incidente en el siguiente tipo de servicio? Por favor marque cualquier casilla que pueda aplicar.	<input type="checkbox"/> Paratransit	<input type="checkbox"/> Taxi compartido	<input type="checkbox"/> Autobús
¿Cuál fue la fecha del suceso?	Haga clic para agregar la fecha en el siguiente formato: Día, mes, año		
¿Cuál fue la hora del suceso?	Haga clic para agregar su hora preferido		
¿Qué es el nombre o la identificación del empleado o empleados involucrados?	Haga clic o toque aquí para introducir el texto		
¿Qué es el nombre o la identificación del otros involucrados, si procede?	Haga clic o toque aquí para introducir el texto		
¿Qué es el numero o el nombre de la ruta en la que estaba, si procede?	Haga clic o toque aquí para introducir el texto		
¿Qué era la dirección o el destino al que se dirigía ocurrió el suceso, si procede?	Haga clic o toque aquí para introducir el texto		
¿Donde estaba la ubicación del suceso?	Haga clic o toque aquí para introducir el texto		
¿El uso de una ayuda de movilidad estuvo involucrado en el suceso?	<input type="checkbox"/> Sí	<input type="checkbox"/> No	
Por favor, añada detallas descriptivas sobre el suceso.	Haga clic o toque aquí para introducir el texto		

En la casilla de baja, por favor explique tan claramente como sea posible lo que ocurrió y por qué cree que fue discriminado.

Haga clic o toque aquí para introducir el texto

## Sección E: El seguimiento

¿Podemos contactarlo si necesitamos más detalles o información?

☐ Sí

☐ No

En caso afirmativo, ¿cómo le gustaría ser contactado? Por favor, seleccione su forma de contacto preferida en una casilla de baja.

☐ Teléfono

☐ Correo electrónico

☐ Correo

Si prefiere que lo contactemos por teléfono, indique el mejor día y hora para comunicarse con usted.

Haga clic para agregar su hora preferido

Haga clic para agregar su día preferido

## Sección F: Resultado deseado

Por favor, haga una lista de baja los pasos le gustaría tomar para que tratar con el conflicto o el problema.

Haga clic o toque aquí para introducir el texto

Si aplicable, haga una lista de baja todas las agencias adicionales con las que ha presentado esta queja, como las agencias federales, estatales o locales, o ante cualquier tribunal federal o estatal. Incluya la información de contacto a donde se envió la queja.

Haga clic o toque aquí para introducir el texto

## Sección G: Firma

Por favor, adjunte algunos documentos que tenga que apoya la denuncia. Luego, feche y firme este formulario y envíelo a La City of Whitewater.

Nombre Haga clic o toque aquí para introducir el texto

Fecha: Haga clic para agregar la fecha en el siguiente formato: Día, mes, año

Firma Haga clic o toque aquí para introducir el texto





## Finance Committee Agenda Item

Meeting Date:	April 22, 2025
Agenda Item:	Shared-Ride Taxi Discussion
Staff Contact (name, email, phone):	Rachelle Blitch, <a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a> , 262-473-1380

### BACKGROUND

(Enter the who, what when, where, why)

Our current contract with Brown Cab for the shared-ride taxi service is set to expire at the end of the year. It was a 2-year contract with the option to renew in years 3 through 5. As a result, we need to decide before June whether we intend to renew the agreement or pursue alternative options. This decision should consider the ongoing feedback and concerns raised by residents, as it is essential that we address these issues and determine the most effective and responsive direction for the future of our shared-ride transportation services.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

11/21/2023 – Common Council approved the two-year contract for Brown Cab

### FINANCIAL IMPACT

(If none, state N/A)

Unknown at this time.

### STAFF RECOMMENDATION

Staff recommend creating a short- and long-term plan to meet the community's needs.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. 2024 RFP (partial)
2. 2024-2025 Brown Cab Contract
3. 2024 Stats

# REQUEST FOR PROPOSAL COVER SHEET

## Shared-Ride Taxi Service

**SOLICITATION NUMBER** (must be included on all proposal documents that are submitted)

Whitewater SRT 2024-2028

**THIS SOLICITATION CLOSING ON**

October 11, 2023 no later than 1 pm

**Proposals must be submitted by this date and time. Late PROPOSALS or offers will not be accepted.**

**SUBMIT PROPOSALS/OFFERS TO**

City of Whitewater  
Attn: Director of Financial and Administrative Services  
312 W. Whitewater St  
Whitewater, WI 53190

**FOR INFORMATION ON THIS PROCUREMENT, CONTACT**

Rachelle Blitch  
rblitch@whitewater-wi.gov  
262-473-1380  
312 W. Whitewater St  
Whitewater, WI 53190

**ITEMS OR SERVICES TO BE PURCHASED**

Door-to door, demand-responsive, advanced reservation, shared-ride taxi service that is made available to the general public as detailed within the body of this RFP document.

### SIGNIFICANT EVENTS/DATES

<b>ISSUE DATE</b>	09/11/2023
<b>PRE-PROPOSAL CONFERENCE (OPTIONAL)</b>	N/A
<b>LAST DAY TO SUBMIT QUESTIONS</b>	09/25/2023
<b>PROPOSAL CLOSING DATE</b>	10/11/2023
<b>EVALUATIONS BEGIN</b>	10/11/2023
<b>EVALUATIONS COMPLETED</b>	10/23/2023
<b>ESTIMATED CONTRACT AWARD DATE</b>	11/16/2023
<b>ESTIMATED CONTRACT START DATE</b>	01/01/2024

*There will not be a public opening for this RFP*

**REQUEST FOR PROPOSALS  
TO PROVIDE SHARED-RIDE TAXI SERVICES**

**In Whitewater, WI**

---

**Issued By City of Whitewater**

---

**Date Issued 09/11/2023**

---

**Proposals must be submitted no later 10/11/2023, at 1 pm  
than**

---

- Late PROPOSALS will be rejected. PROPOSALS MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the Proposal is due.
- PROPOSALS dated and time stamped in another office will be rejected. Receipt of a Proposal by the mail system does not constitute receipt of a Proposal by the purchasing office.
- Any Proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. PROPOSALS must be submitted separately, i.e., not included with sample packages or other PROPOSALS.
- Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract.
- Proposer should contact the person named below for an appointment to view the Proposal record. PROPOSALS shall be firm for acceptance for sixty (60) days from date of Proposal opening, unless otherwise noted.
- The attached terms and conditions apply to any subsequent award.
- There will be no public proposal openings

## SUBMITTING THE PROPOSAL

### Offerors must submit proposals via the following method(s):

Municipalities must select how they want proposals submitted. This could be through mail, or email

One original (identified as such) paper copy by mail

**City of Whitewater**  
**Attn: Director of Financial and**  
**Administrative Services**  
**312 W. Whitewater St**  
**Whitewater, WI 53190**

Identify the outside of the proposal as **"RFP Shared Ride Taxi."** Include the pricing proposal in a separate sealed envelope identified as **"Pricing Proposal."** Include the pricing proposals

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## DEFINITIONS

For the purposes of this Request for Proposal and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

<b>Acceptance Period</b>	The number of calendar days available to the Issuing Agency for awarding a contract from the date specified in this solicitation for receipt of PROPOSALS.
<b>Agency</b>	City of Whitewater
<b>Proposer</b>	The entity submitting a Proposal in response to this RFP.
<b>Contract Administrator</b>	The Agency employee responsible for oversight of the implementation, administration, and completion of the Contract.
<b>Contract Manager</b>	The employee of an Agency responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals and termination.
<b>Contract</b>	The final version of any contractually binding agreement between the State and the Contractor relating to the subject matter of this RFP; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference.
<b>Contractor</b>	The person or entity that has been awarded the Contract as a result of this RFP, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to, the Procuring Agency.
<b>Disadvantage Business Enterprise (DBE)</b>	DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.
<b>Mandatory</b>	A requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the Procuring Agency. The terms "must," "shall," and "will" are considered mandatory.

<b>May</b>	Indicates something that is not mandatory but permissible.
<b>Procurement Manager</b>	The person responsible for managing this procurement process.
<b>Responsible</b>	A Proposer who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such Services and Deliverables set forth in the RFP.
<b>Responsive</b>	A proposal that conforms in all material respects to the requirements set forth in the RFP.
<b>RFP</b>	This Request for Proposal.
<b>State Holidays</b>	January 1, Martin Luther King Jr. birthday, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 24, December 25, and December 31
<b>Supplier:</b>	A person or entity that has been awarded the Contract as a result of this Proposal, and who is required to provide the agreed upon good and/or services. The term Supplier is used throughout this document in lieu of Contractor.
<b>Vendor:</b>	A person or firm submitting a response to a solicitation and a set of specifications. The term Vendor is used throughout this document in lieu of Proposer or Proposer.

## 1.0 GENERAL INFORMATION

### 1.1 General Description

Qualified contractors are being sought to provide shared-ride taxi services in the specified service area and under the conditions set forth herein. The service requested will be a door-to-door, demand-responsive, advanced reservation, shared-ride taxi service that is made available to the general public.

1. Scheduled service is normally seven days a week with specific daily hours identified in this solicitation. The service is available to disabled individuals with the contractor responsible for assisting such passengers into and out of the accessible vehicle.
2. Some vehicles may be available through a lease arrangement. Other required services include telephone communications with users, dispatching, driving, maintenance, and record keeping.
3. Vendor Must maintain and operate a dispatch system with all vehicles equipped with communication devices to communicate with users and drivers.
4. Vendor must keep logs and service records for vehicle maintenance.
5. Vendor must keep records of each trip.
6. Vendor must keep driver training and screening information.

### 1.2 Contract Term

One (1) contract will be awarded. The Contract which will cover the period January 1, 2024 through December 31, 2025 **(2-Year Base Contract)**. The contract will contain **three 1- year options**.

Supplier must not invoice agency for any costs accrued prior to this contract start date.

Any Contract resulting from this solicitation shall not be, in whole or in part, subcontracted, assigned or otherwise transferred to any other Supplier without prior written approval from the Agency.

### 1.3 Number of Contracts

It is the intention of the agency to award **One Contract** for the **Services** required in this solicitation.

#### 1.4 Procurement Manager

All communication and/or questions on all matters regarding this Proposal must be made in writing and refer to Request for Proposal number **Whitewater SRT 2024-2028** and be directed to the agency Procurement Manager: **Rachelle Blitch**.

Any contact or communication with any employee or officer concerning this RFP except the Procurement Manager is strictly prohibited from the date this RFP is released until the date the notice of intent to award is issued. The Procurement Manager may authorize in writing contact or communication with another State employee or officer as circumstances dictate. Vendors who hold a current Contract may continue to communicate with the appropriate Contract Administrator regarding the performance of that current Contract.

#### 1.5 Federal Participation

This procurement is subsidized with state and federal transit operating funds. Federal grant monies (\$114,813) fund this contract, in whole or in part (Section 5311). **Applicable Federal clauses are set forth in Appendix I of the solicitation.**

#### 1.6 Contractor Selection

The Municipality reserves the right to award a contract to a Vendor without clarifications, discussions, or negotiations following an evaluation of which Vendor is determined to be the highest scoring (technical factors and price considered) based on the factors discussed below. As such, Vendors should always submit their best technical and price proposal from the onset.

1. *Professional Competence* - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements. This includes elements such as its personnel program (hiring/firing/retention), drug and alcohol program, handling of complaints, operations plan, and maintenance program.
2. *Capacity* - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work. This includes elements such as its financial capability, any leasing

or financing agreements, personnel (key personnel, dispatchers, drivers, etc.), fleet size and description, and record-keeping ability.

3. *Experience* - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.
4. *Price* - The competitiveness of the Vendor's prices.

## 1.7 Contract Term Price Options

Proposers must price **2** base year contract prices at the time of proposal submission in order to be considered for award. The price sheet submitted by the successful Proposer will be incorporated in the resultant contract as the contract's Pricing Schedule.

This is a firm-fixed price contract for a base period of **2 years with 3 1-year option periods**. Proposers are required to submit a firm-fixed price for the contract base period (first two contract years) that covers all operating and administrative costs of performing the service. For evaluation purposes, Proposers must also submit fixed prices for Option Years **1, 2, and 3** (contract years 3, 4 and 5) using a CPI-U fixed at 1.0 percent, even though prices for the option years will ultimately be adjusted by the then-current CPI-U.

The competitiveness of the offered prices will be based on the total price of the sum of Section A.

## 1.8 Contract Modifications

The resulting Contract must only be used to purchase services within the scope and intent of the original Request for Proposal. Any modifications made to the resulting Contract must fall within the scope of the Proposal.

All modifications must be made in writing and signed by both parties.

## 1.9 Completeness and Validity of Offers

Vendors must complete and submit all required forms with their Proposals. This includes the "Affidavit of Non-Collusion" which Vendors must submit with their pricing proposal.

Vendors must acknowledge receipt of any solicitation amendments. Offers must remain valid for a minimum of 90 days after Proposals are submitted.

### 1.10 Correspondence Related to the Solicitation

Questions, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies noted in this solicitation must be submitted by e-mail to the identified Procurement Administrator prior to the specified solicitation closing date.

Any changes in the solicitation (including specification) will be made by amendment issued to all Vendors.

### 1.11 Reasonable Accommodations

City of Whitewater can provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a Vendor needs accommodations at the outset of this solicitation process, please contact the Procurement Manager.

## 2.0 PRE-PROPOSAL CONFERENCE

City of Whitewater will not be hosting a pre-proposal conference.

## 3.0 PROPOSAL SCHEDULE

City of Whitewater intends to adhere to a schedule in procuring these services. The schedule below is provided for informational purposes, may be affected by unforeseen circumstances, and is subject to change.

Listed below are dates and times of actions related to this solicitation. The events with specific dates must be completed as indicated unless otherwise amended. In the event that the Agency finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an amendment to this solicitation. There may or may not be a formal notification issued for changes in the estimated dates and times.

At the time of issuance, the procurement schedule shall be as follows:

Date	Event
09/11/2023	Issue Request for Proposals (RFP)

Date	Event
09/25/2023	Due date for submitting questions
10/02/2023	Issue written response to questions - <i>Estimated</i>
<b>10/11/2023 1 PM CT</b>	<b>Due date for submitting Proposals - Late submissions will not be accepted</b>
10/11/2023	Proposal Evaluation Starts - <i>Estimated</i>
10/16/2023	Oral presentations, as needed (1 hour each, if needed)
10/17/2023	Call for Best and Final Offers (if needed)
10/23/2023	Due date for submitting Best and Final Offers
11/15/2023	Final approvals for award - <i>Estimated</i>
11/16/2023	Notificaiton of Inent to Award - <i>Estimated</i>
11/16/2023	Issue "Notice to Proceed"- <i>Estimated</i>
01/01/2024	Contract Start Date – <i>Estimated</i>

#### 4.0 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

Proposals which do not comply with the format set forth below may be rejected without further consideration. These restrictions are not intended to hamper proposal preparation but to provide uniformity in evaluating responses to this RFP.

- A. Corporations, individuals, or other organizations interested in providing service should so indicate by answering all questions included throughout this RFP. Vendors must respond to any questions and forms included throughout this RFP.
- B. The completeness and responsiveness to the RFP's stated requirements (Scope of Work), questions, tables, and forms will be used in evaluating Proposals in accordance with solicitation's evaluation factors and the assigned weights for such factors. For Proposals to remain eligible, all information provided must be true and accurate and reasonably verifiable.
- C. ***Proposals received after the due date and time will be considered late Proposals and will not be accepted.*** Reliance upon public carriers for delivery of Proposals is at the Offeror's risk. Proposals submitted via fax will not be accepted.
- D. The pricing proposal must be submitted on the form shown in Appendix A, and must be signed by an individual authorized to contractually obligate the Offeror. The



provided pricing sheet should not be modified or altered to present different or additional information than what the form is asking for.

- E. **The pricing proposal (Appendix A) shall be placed in a separately sealed envelope and its contents not disclosed or revealed elsewhere within the submitted RFP package.** The pricing proposal (Appendix A) shall depict the fixed hourly rate(s) to be used for the duration of the contract. The hourly rate shall cover all operating and administrative costs of performing the service.

## 5.0 PROPOSAL FORMAT

### 5.1 Proposal Format

Each proposal shall include complete and detailed written responses to the items below. Each Offeror's response to these items will be evaluated in accordance with the criteria stated in Part V of this RFP

- A. Proposal will be typewritten, using a 12-point font (which is the size used in this RFP) on a standard 8 1/2" x 11" page format, not to exceed 50 pages single sided, including exhibits, in a three-ring binder, and accompanied by a cover letter on the Vendor's letterhead. Vendors must organize their Proposals so that they address each of the elements stated below in this Part V, Paragraph B, in the same order as listed in therein.

### 5.2 Cover Letter

The Cover Letter must specifically state that the information contained in the Offeror's proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements.

## 6.0 CONTRACT DELIVERABLES

The City of Whitewater, (hereinafter referred to as Municipality or City), is soliciting Proposals from firms (also may be referred to as Offeror or Contractor) to provide subsidized shared-ride taxicab service.

All deliverables in this section are considered the minimum deliverable for the services required. The following deliverables must be met at no additional cost above the pricing provided in the Proposal. Failure to meet any minimal deliverables may result in the disqualification of the Proposal. In the event no Vendor is able to meet individual specifications, the agency reserves the right to continue the review of Proposals and to select the Proposal that most closely meets the specifications detailed in this RFP.

The following contract deliverables must be met at no additional cost above the pricing provided in the Proposal.

Before the award of any Contract, the Agency shall be satisfied that the Vendor has sufficient qualified resources available for performing the work described in this Proposal. It is the Vendor's responsibility to acquaint the Agency with these qualifications by submitting appropriate or supporting documentation.

#### 6.1 Minimum Qualifications

**IMPORTANT – EACH OFFEROR MUST DEMONSTRATE IN ITS PROPOSAL THAT IT MEETS ALL OF THE MINIMUM QUALIFICATIONS SET FORTH BELOW AS OF THE DATE THAT IT SUBMITS ITS OFFER. OFFERORS THAT DO NOT CONFORM TO THESE REQUIREMENTS WILL NOT BE CONSIDERED.**

- A. Possess a fleet of at least 3 vehicles of model year 2017 or newer, and capable of carrying at least 4 passengers and any baggage, including at least 3 vehicles with no more than 175,000 miles.
- B. Maintain and operate an automated dispatch and control system at a centralized office location, staffed **10** hours a day, seven (7) days a week, with a dedicated radio communications system between the dispatch office and vehicle operators.
- C. At least three (3) years prior organizational history in the ground transportation service industry providing on-demand, scheduled, or reservation-based services.
- D. Possess database software that tracks ridership and revenue activity and provides reports for such data which can be used for current and historical data purposes.

#### 6.2 General Contractor Requirements

To assist prospective carriers in assessing their own qualifications for purposes of this solicitation, the following is a list of some of the specific qualifications that a potential Contractor must have:

- A. Financial capability to establish and maintain service during the contracting period.
- B. Interest and ability to provide quality service to the general public, as well as the elders and persons with disabilities.
- C. Ability to efficiently schedule vehicle routings for advanced reservation service, as well as to provide service on demand.
- D. Ability to maintain records of trips, passengers, and revenues related to the contracted service.
- E. Ability to secure minimum requirements for vehicle and general liability insurance.
- F. Willingness to comply with Federal and State requirements concerning equal employment opportunities, discrimination, disadvantaged business, ADA compliance, and drug and alcohol testing.

### 6.3 Specific Service Requirements

The Contract which will cover the period January 1, 2024 through December 31, 2025 (2-Year Base Contract). This Contract contains (3) 1-year renewal options, each beginning on January 1st.

- A. The Municipality has the option by mutual agreement of the Municipality and the Supplier, to renew for an additional three (3), one-year options following the initial Base Contract term. If the Municipality does not intend to pursue an optional renewal, the Contractor will be notified, in writing, by the Municipality 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s).
- B. Contract options will be exercised through issuance of a contract amendment/modification citing the option renewal period. Also see paragraph 6.24 titled Continuation of Service.

### 6.4 Service Area

Service shall be provided within the City of Whitewater and within a 1 mile radius of the Municipality.

## 6.5 Shared-Ride

The service will be provided on a shared-ride basis. This means that vehicles may be routed to pick-up or drop-off passengers enroute to merge with other passenger's origins or destinations so as to allow a greater number of passengers to be serviced with available vehicles.

## 6.6 Service Standards

The Municipality has established service goals for this project as follows:

- A. The passenger pick-up window should be less than 15 minutes from the time set between the passenger and dispatch. The Municipality should be advised when there are problems meeting the passenger response time requirement.
- B. Drivers will assist in loading and unloading of elders or persons with disabilities, and shall / are not required to assist in carrying their parcels or personal effects between the vehicle and the entrance to the business or home.

## 6.7 Hours of Service - Table 1

The shared-ride service is anticipated to operate under the following schedule:

Monday	7:00	AM	to	7:00	PM
Tuesday	7:00	AM	to	7:00	PM
Wednesday	7:00	AM	to	7:00	PM
Thursday	7:00	AM	to	7:00	PM
Friday	7:00	AM	to	2:30	AM Saturday
Saturday	7:00	AM	to	2:30	AM Sunday
Sunday	7:00	AM	to	4:00	PM

## 6.8 Service Levels/Number of Vehicles/Drivers Required - Table 2

The following Table indicates the typical weekly service levels by showing the target number of vehicles with drivers that are required for all or part of the hourly period of operation shown.

Refer back to Hours of Service shown in Table 1 above for exact start or stop times.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
12:00 AM						1	1
1:00 AM						1	1
2:00 AM						1	1
3:00 AM							
4:00 AM							
5:00 AM							
6:00 AM							
7:00 AM	2	2	2	2	2	1	1
8:00 AM	2	2	2	2	2	1	1
9:00 AM	2	2	2	2	2	1	1
10:00 AM	2	2	2	2	2	1	1
11:00 AM	2	2	2	2	2	1	1
12:00 PM	2	2	2	2	2	1	1
1:00 PM	2	2	2	2	2	1	1
2:00 PM	2	2	2	2	2	1	1
3:00 PM	2	2	2	2	2	1	1
4:00 PM	2	2	2	2	2	1	1
5:00 PM	1	1	1	1	1	1	
6:00 PM	1	1	1	1	1	1	
7:00 PM	1	1	1	1	1	1	
8:00 PM					1	1	
9:00 PM					1	1	
10:00 PM					1	1	
11:00 PM					1	1	

## 6.9 Weekly Estimated Total Hours

- A. The "total weekly-scheduled vehicle / driver hours" is:
- i. 152 hrs/wk. excluding holidays

- B. The total weekly schedule does not account for holidays or special events that could vary hours in these occurrences. The Contractor, with approval by the city, or the city in consultation with the Contractor may vary service hours as necessary to meet varying service needs or annual budgetary constraints. It should be anticipated that any changes should remain reasonably relative to the original estimated scope of hours originally outlined in this RFP.

#### 6.10 Pricing - Hourly Rate, Fare Rate Structure, and Other Charges

Provide your best pricing on pricing proposal Excel Document. Vendors must submit costs for each deliverable. The total cost provided must be all inclusive to carry out the services included in this RFP, in accordance with the terms and conditions of this RFP. Please sign and date Cost Sheet.

This is a firm-fixed price contract for a base period of two years with 3 1-year option periods. Proposers are required to submit a firm-fixed price for the contract base period (first 2 contract years) that covers all operating and administrative costs of performing the service. For evaluation purposes, Proposers must also submit fixed prices for Option Years 1, 2, and 3 (contract years 3, 4 and 5) using a CPI-U fixed at 1.0 percent, even though prices for the option years will ultimately be adjusted by the then-current CPI-U.

NOTE: THIS SECTION IS COMPLETED BY THE PROCURMENT ADMINSTRATOR ONLY AFTER A CONTRACTOR SELECTION IS MADE AND WILL BE BASED UPON THE SUCCESSFUL PROPOSER'S ORIGINAL OR FINAL PRICING PROPOSAL. This Hourly Service Rate includes: Adult, Children, Student, Active-Duty Military, Elders and Persons with Disabilities, Package Delivery, and Program Advertising/Publicity.

- A. All fare levels are set and governed by the Municipality. In the event that the Contractor becomes aware of riders who are under other service programs that offer or present a different fare rate structure, the Municipality shall be immediately notified.
- B. The Contractor will not act upon or improvise the existing contract Fare Rate Structure unless the Municipality expresses in writing other rates to be acceptable to use.

- C. The Municipality shall work with the provider and/or contractor to honor all tickets for fares sold. If tickets for fares are being sold, they must be tracked. All revenues collected shall be reported on invoices coinciding within the period they were collected.

#### 6.11 Available Vehicles

- A. The Contractor shall provide the suitable types of vehicles to perform the required services. The shared-ride taxi service requires a "minimum" of 3 vehicles to be provided for service in accordance with Table 2, above.
- B. The "minimum" vehicle requirement for the Contractor may be reduced by the number of vehicles provided by the Municipality as follows:
  - a. The Municipality has 2 minivans and 1 mini-bus all accessible vehicles (with a wheelchair accessible ramp or lift) which may be leased to the Contractor at the rate of \$1 per vehicle per year.
- C. Any changes during the contract period involving the minimum number of vehicles required to be provided by the Contractor, or changes to the number of vehicles a Municipality provides may be subject to a negotiated change in the hourly rate of service.

#### 6.12 Reservation Services/Radio Communications/Radio Equipment

- A. The Contractor shall be responsible for dispatching vehicles. Request for service by the general public may be made upon demand or up to 24 hours in advance. All radio communications must be compliant with FCC "narrow banding" requirements.
- B. The Contractor must provide phone reservation service, including access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD system must be compliant with the ADA regulations. The Contractor must also make available to the city and the Wisconsin Department of Transportation the e-mail address and telephone number to contact the administration of the Contractor.
- C. The Municipality will not lease mobile radios or base station for the Contractor to be used only for the contracted service. See section 6.13 Maintenance of Leased Equipment of leased equipment will be addressed in a separate equipment lease agreement.

- D. The Municipality cannot provide the necessary communication equipment, therefore the Contractor is responsible for providing the suitable types of equipment to perform the required communication services of this solicitation.

### 6.13 Maintenance of Leased Equipment

- A. **General Requirements** - The Contractor is responsible for the proper care and preventive maintenance of all leased equipment. All Municipality-leased equipment shall be used solely for providing the contracted services.
- Any necessary repairs to the equipment during the contract period shall be the responsibility of the Contractor. The Contractor shall keep records of all preventative and repair maintenance for leased equipment.
  - Any equipment intended to be leased from the Municipality may be inspected prior to submitting a proposal by contacting:

Name: Brian Neumeister

Phone: 262-458-2804

Email: bneumeister@whitewater-wi.gov

- B. **Maintenance of Vehicles** - The Contractor is responsible for the proper maintenance of vehicles and equipment in accordance with a WisDOT-approved maintenance plan that at a minimum meets the manufacturer's recommended maintenance schedule and accepted practices of the transportation industry. The Contractor will be responsible for notifying the Municipality of any accidents or damages for Municipality-leased vehicles within 24 hours of the incident. All Municipality owned vehicles are subject to inspections by the Municipality upon request.
- C. **Communications Equipment** - Should any of the leased communications equipment become un-repairable, the Contractor shall inform the Municipality within 24 hours to insure proper procedures are followed.

### 6.14 Contracted Personnel - Selection and Training

- A. Personnel providing required services must be employees of the Contractor. The Contractor shall be responsible for their hiring and training. The Municipality reserves the right to review driver qualifications and performance, and to accept or reject individuals as drivers for this service at any time.



- B. The Contractor shall maintain up-to-date personnel records for the employees (i.e. drivers, dispatchers, mechanics, etc.) providing services under this contract. Personnel records shall also show the date and type of individual training received.
- C. The Municipality and the Wisconsin Department of Transportation shall have access to the Contractor's personnel records upon reasonable notice to the Contractor.
- D. The Contractor shall comply with all the rules and regulations of the U.S. Department of Transportation regarding Drug and Alcohol Testing as required by 49 CFR, Parts 40 and 655, as amended. A compliant drug and alcohol-testing program must be in place on the effective date of the contract. Drug and alcohol program requirements include but are not limited to a Drug and Alcohol Testing Policy, testing procedures, training documentation, and record keeping.
- E. Contractors shall ensure all hired personnel are trained for required safety and professional courtesy with all end users of this contract. This includes but is not limited to: how to properly operate lifts, avoiding unsafe pick-up and drop-off points, wheelchair brake functions, proper tie down and securing of wheel chair passengers; civil rights requirements (e.g., sensitivity training on interacting with persons with disabilities, serving limited English language customers), etc.

#### 6.15 Insurance

- A. The Contractor shall maintain in full force and effect at all times, during the term of the contract (including any option periods), an insurance policy or policies which name both the Contractor and Municipality as insured against all liability resulting from injury occurring to persons or property by reasons of the operations of the Contractor pursuant to the contract.
- B. Types of insurance are exemplified in (a.) and (b.) to be maintained by the Contractor per the Amount of Coverage shown. If a different type of coverage is chosen other than outlined in (a.) or (b.), the overall coverage amounts must be equal to or greater than the aggregate value of \$1,000,000.

Type of Coverage:		Amount of Coverage
<i>Automobile Liability</i>		
Bodily Injury, Per Accident	(\$500,000.00 minimum	\$500,000.00
Bodily Injury, Per Person	(\$250,000.00 minimum)	\$250,000.00

Property Damage	(\$250,000.00 minimum)	\$250,000.00
<i>Combined Single Limit</i>	(1,000,000.00 minimum)	\$1,000,000.00

- C. In addition to liability insurance, the Contractor shall carry physical damage insurance on the vehicles leased from the Municipality for an amount equal to the Fair Market Value of the vehicles. The Contractor shall also maintain and keep in full force and effect Workmen's Compensation Insurance in the amounts and form required by the Workmen's Compensation Insurance Act and insurance laws of the State of Wisconsin. The Contractor shall provide proof of insurances prior to the effective date of the contract.

#### 6.16 Licensing

Vehicles and drivers providing the service must be licensed as appropriate to provide taxicab service in the Municipality. If package delivery is provided by the Contractor, the Contractor must obtain appropriate State of Wisconsin licensing from the Wisconsin Department of Transportation, Division of Motor Vehicles.

#### 6.17 Collected Revenues

All revenues collected and retained by the Contractor (e.g., passenger fares and package delivery charges) shall be tracked and reported as separate itemized line items and credited to the Municipality on each invoice.

#### 6.18 Basis of Payment

- A. The Contractor shall invoice only for the actual hours of service (operation) performed during the invoiced period at the contracted hourly rate, less collected revenues received during the invoiced time period.
- B. Invoices shall be submitted for payment to the Municipality and not more frequently than monthly.
- C. The yearly aggregate amount which the Contractor receives under this contract shall not exceed the total annual "not to exceed" amount, unless an adjusted "not to exceed" amount is coordinated and approved by the Municipality in writing.

#### 6.19 Record Requirements

The Contractor shall maintain the following records which will be available to the Municipality and the Wisconsin Department of Transportation for inspection upon demand. All records, whether handwritten or electronic, must be accurate, organized, and legible. All records shall be retained in a safe and secure place for a period of six (6) years after the end of the contract year.

A. **Driver's Logs** - Drivers must maintain daily passenger and vehicle trip logs which shall include, but are not limited to, the following information:

- a. Driver name and vehicle number;
- b. Total daily passenger counts;
- c. Passenger counts for each of the type of requests served daily and the actual arrival time at the pick-up point and at the destination;
- d. If driver logs do not record actual hours, either change driver log and/or procedures or provide additional documentation such as detailed timesheets that accurately reflect actual hours of service.
- e. Total number of passengers categorized by fare type and payment method. These amounts are totaled as the daily revenue by vehicle;
- f. The daily mileage by vehicle should be recorded to the nearest mile; and
- g. Package delivery revenues collected.

B. **Dispatcher Records** - Dispatcher logs are to be maintained daily. These logs shall include, but are limited to, the following information:

- a. The name, address and telephone of the user requesting service;
- b. The passenger destination and the requested arrival time at the destination;
- c. Identification number of the vehicle responding to the taxi request;
- d. Estimated passenger pick-up time; and
- e. Package delivery requests.

C. **Monthly Reports** - The Contractor shall submit a monthly report to the Municipality which shall show the following information pertaining and relating to performing the required services:

- a. Passenger trips;
- b. Passenger revenue;
- c. Package delivery revenue;
- d. Total miles;

- e. Gallons of gasoline purchased and
  - f. Driver hours (scheduled, worked, paid).
- D. **Quarterly and Annual Reports** - The Contractor shall prepare for the Municipality quarterly and annual reports required by the Wisconsin Department of Transportation. These reports include similar operating statistics as the monthly report.
- a. Reports should be from financial systems or system that records information from source documents.
  - b. Must contain the same information as the monthly reports or provide reconciliation (e.g. error correction)
- E. **Drug and Alcohol Testing Program Records** - The Contractor shall maintain up-to-date information and records documenting the drug and alcohol testing program. The information on these records shall be reported annually to the Federal Transit Administration (FTA) on the forms provided by the Wisconsin Department of Transportation.

## 6.20 Complaints

- A. The Contractor must receive all complaints regarding the service and record them on a form satisfactory to the Municipality. Complaint records for the current year shall be available for inspection by the Municipality or the Wisconsin Department of Transportation upon demand.
- B. The Contractor must investigate and resolve each complaint within five (5) working days. When the Complaint is resolved, the Contractor shall submit a completed, written copy of the complaint form to the Municipality and to the person filing the complaint.
- C. Complaints involving or pertaining to the Civil Rights Requirements of this contract shall be coordinated and handled with the civil rights process and procedures established by the Municipality.
- D. Contractor must notify Municipality of any vehicular accidents and/or passenger injury incidents, as well as any reportable safety and/or security incidents as defined by the FTA requirements within 24 hours of occurrence.

## 6.21 Promotion and Publicity

- A. The Contractor must be responsible for any promotion or publicity relative to the contract service. The Contractor shall expend funds for such promotion or publicity as approved by the Municipality.
- B. All promotion and publicity should be coordinated with the city to include general information regarding FTA Title VI Requirements regarding participants not to be excluded on the grounds of race, color or national origin. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice that sets forth the provisions of nondiscrimination laws.

## 6.22 Contract Award Document

- A. Pursuant to the intent of this solicitation, made applicable and part to the resultant contract are all parts of this RFP:
  - a. II - GENERAL INFORMATION
  - b. PART III – PRE-PROPOSAL CONFERENCE
  - c. PART VI – PROPOSAL SCHEDULE
  - d. PART IX – EVALUATION AND AWARD PROCESS
  - e. PART X – CONTRACT ADMINISTRATION INFORMATION
  - f. PART XII – PROPOSAL PROCUDER AND INSTRUCTIONS
  - g. PART XIV – PROPOSAL SUBMISSION
  - h. PART XV – SELECTION AND AWARD PROCESS
  - i. APPENDIX D – PROPOSER INFORMATION
  - j. APPENDIX E – REFERENCES.

Specifically, the resultant contract must include from this RFP all specified terms and conditions found in:

- PART I – INDEX
- PARTS V - GENERAL PROPOSAL SUBMISSION REQUIREMENTS
- PART VI - SUBMISSION REQUIREMENTS
- PART VII – CONTRACT DELIVERABLES
- PART VIII – PROPOSAL CONTENT
- PART XI – CONTRACT CLAUSES
- PART XIII – REPRESNETATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROPOSERS/OFFERORS
- APPENDIX A – PRICING PROPOSAL
- APPENDIX B - PROPOSAL SIGNATURE PAGE

- APPENDIX C - AFFIDAVIT OF NON-COLLUSION
- APPENDIX F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
- APPENDIX G - STANDARD TERMS AND CONDITIONS
- APPENDIX H - SUPPLEMENTAL TERMS AND CONDITIONS
- APPENDIX I – FEDERAL CLAUSES AND CERTIFICATIONS
- APPENDIX J – BID OPPORTUNITY LIST
- APPENDIX K – DRUG AND ALCOHOL TESTING
- APPENDIX L – Vehicle Inventory and Fleet Maintenance
- APPENDIX M – INSURANCE
- APPENDIX N – RECORD KEEPING

- B. The Municipality will add to the above a cover page listing the parties entering into the contract agreement per this RFP along with a signature page to be signed by the authorized binding individuals from both parties.

## 6.23 Contract Administration

- A. The Contractor shall submit contract-required data and reports, including complaint reports, within specified time frames to

Rachelle Blitch

Director of Financial and Administrative Services

[rblicht@whitewater-wi.gov](mailto:rblicht@whitewater-wi.gov)

262-473-1380

- B. Contractor issues related to Municipality-leased assets, including condition reports and accident reports shall be submitted in writing to

Brian Neumeister

Streets, Parks, & Forestry Superintendent

[bneumeister@whitewater-wi.gov](mailto:bneumeister@whitewater-wi.gov)

262-458-2804

- C. All invoices must identify the Contractor, SRT Services, Contract Number, and Date and shall be submitted in "Original" and 0 copies to

Jeremiah Thomas

Accountant

jthomas@whitewater-wi.gov

262-473-1381

## 6.24 Continuation of Service (Option Years)

- A. Contract prices for the option years will be adjusted (escalated or de-escalated) based upon the average annual change in the Consumer Index for "All Items" published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category "All Items"). The CPI-U value is published by the BLS at its website: <http://www.bls.gov/cpi/news.htm>
- B. At the time of option exercise, prices for the option years will be adjusted (escalated or de-escalated) based upon the then current average annual change in the Consumer Index for "All Items" published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category "All Items").
- C. The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price. For the purpose of exercising service year options, WisDOT will recognize the change in CPI-U from August of the preceding year to August of the current contract year. This information becomes available in mid-September of each year. As a point of reference, the CPI-U twelve-month change from July 2022 to July 2023 was an increase of 3.3 percent.

Below is an **example** of a contract awarded with service to begin in 2016 with a fixed-price Hourly Service Rate (HSR) for the first two contract years:

<b>Base Year HSR</b>		<b>\$24.00</b>
CPI-U applied for 2018 is 1.9 percent change		x 1.019 (actual)
Option Year 1 HSR (Contract Year 3) =		\$24.46 (becomes new "base" price)
<b>Year 3 Base HSR</b>		<b>\$24.46</b>
CPI-U applied for 2019 is 2.7 percent change		x 1.027 (actual)

Option Year 2 HSR (Contract Year 4) =  $\frac{\$25.12 \text{ (becomes new "base" price)}}{1.017}$

**Year 4 Base Hourly Service Rate**

**\$25.12**

CPI-U applied for 2020 is 1.7 percent  
change

x 1.017 (actual)

Option Year 3 HSR (Contract Year 5) =  $\frac{\$25.55 \text{ (becomes final "base" price)}}{1.017}$

- D. The Municipality reserves the right to discontinue the contract's remaining option years and may elect to re-advertise the contract in whole or in part when changes in scheduled hours or hourly prices are not mutually acceptable between the Contractor and the Municipality.
- a. In order to satisfy FTA requirements, the Municipality must justify that any hourly price changes received from the Contractor are considered fair and reasonable and better than available in the market to the Wisconsin Department of Transportation for their approval and the continuation of funding). WisDOT funded shared ride taxi contracts operating in the state of Wisconsin are independent of each other and are dealt with individually on a case by case basis.
- E. Any and all changes to the contract terms and conditions shall be evidenced in writing by amending/modifying the contract. **All final approved price changes will remain in the form of hourly rate.**

## 6.25 Assignment or Transfer

The Contractor shall not assign, transfer or encumber this Contract or rights herein granted on any portion thereof, without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

## 6.26 Termination of Agreement



The Municipality shall have the unilateral right to terminate the Agreement upon ninety (90) days written notice to the Contractor. The Contractor shall have the right to terminate the Agreement upon one hundred twenty (120) days written notice to the Municipality.

#### 6.27 End of Contract Transition

In the face of an impending contract expiration or termination and in recognizing that unforeseen circumstances may arise in the placement of a successor contract, as well as the importance of providing continued SRT services with minimal interruption in services to the community, the Contractor agrees to:

- A. Fully cooperate in ensuring an orderly transition of SRT services during the transition to a successor contractor.
- B. Extend the contract period on a month-to-month basis at the then current contract prices for a period not to exceed 90 days in order to allow the Municipality sufficient time to place a successor contract. Such extension shall only be authorized by the Procurement Administrator with prior approval from WisDOT and shall be evidenced by a bilateral (signed by both parties) contract modification for each 30-day extension, not to exceed a total of 90 days.

Prior to final contract expiration or termination, provide the Municipality with a complete and accurate inventory, including asset condition report, of assets leased from the Municipality which will be returned to the Municipality or may subsequently be leased by any successor contractor.

The Municipality will inspect all leased vehicles from the outgoing Contractor before leasing to another Contractor. The Municipality and the outgoing Contractor will negotiate any necessary maintenance or cleaning charges due within one week after the inspection. If the negotiation does not resolve all issues regarding maintenance or cleaning charges for leased vehicles, contact WisDOT for assistance.

### 7.0 PROPOSAL CONTENT

Proposals must include the information listed below in the same order as listed below. With the exception of Section 7.6 Minimum Qualifications, each Offeror's response to these items will be

evaluated in accordance with the criteria stated in Section 7 of this RFP. Additional data, exhibits, and explanations may be included should the Offeror deem them important to the evaluation of its proposal. Any additional information shall be included in the 50 page limit for the proposal.

Information Pertinent to the Offeror and Offeror's Proposal. The proposal must include the following information:

#### 7.1 Offeror Identification

Provide the Offeror's name, business address, telephone number, facsimile number, e-mail address.

#### 7.2 Offeror's Legal Status

Identify the Offeror's business type (e.g., whether the organization is a sole proprietor; for-profit corporation or joint venture corporation; for-profit partnership; non-profit; public agency; or other type (identify), etc.).

#### 7.3 Chief Executive or Administrator of the Organization

Provide the name and contact information for this individual.

#### 7.4 Offeror's Authorized Representative

Provide the name and contact information for the individual authorized to represent the Offeror in discussions or negotiations, acknowledge amendments, and/or otherwise commit the Offeror.

#### 7.5 Offeror's Business Function

Describe the major business function(s) or activities of the organization.

#### 7.6 Minimum Qualifications

The Minimum Qualifications located in Section 7 will be used to determine eligibility to continue to the evaluation phase of this procurement. Restate each minimum qualification and provide a synopsis of how the Offeror meets those minimum qualifications.

### 7.7 Service Background

Provide information for transportation services which the Offeror currently provides under other contracts or service agreements.

### 7.8 Service History

Provide information about your service history. Make sure to include:

- A. Average number of vehicles operating per month
- B. The primary area(s) that your organization served/serves
- C. Length of contracts (start and end dates)

### 7.9 References

Using **Appendix E - REFERENCES**, provide the names of any agencies for which the Offeror has provided contract services over the past three (3) years. These agencies will be queried for references in order to ascertain the Offeror's past performance history.

### 7.10 Key Personnel

Identify the organization's key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation and synopses their background or experience in delivering the type of services required to support and/or perform any contract resulting from this solicitation.

Provide a resume for each "key" individual. Note that the replacement of any individual identified as "key personnel" requires the notice to the Municipality and its prior approval.

### 7.11 Volunteer Staff

Identify if any volunteer staff will be used in the performance of a contract awarded as a result of this solicitation. **Specifically, identify their names, positions, responsibilities, and number of volunteer hours expected to be recorded during each of the contract's base and option years.**

Note that the Municipality must be notified in the event of changes in volunteer staff otherwise dedicated to a contract awarded under this solicitation.

## 7.12 Paid Staff

Specifically discuss or describe:

- A. How many full-time employees are currently on staff;
- B. How many part-time employees are currently on staff; and
- C. The minimum hiring criteria for drivers and how compliance is checked.

## 7.13 Drug and Alcohol Testing

The successful Offeror shall:

- A. Comply with the following federal substance abuse regulations:
  - a. Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations".
  - b. U.S. DOT Regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
- B. Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Parts 40 and 655, as amended.
- C. Provide documentation necessary to establish its compliance with Part 49 CFR Parts 40 and 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 as amended and review the testing process.
- D. In addition to submitting documentation listed in "C" above, complete **Appendix K** Regarding Drug and Alcohol testing program

## 7.14 Training

The proposal must:

- A. Describe the driver training program to be used to ensure that the driver duties and responsibilities under any resultant contract remain in compliance with contract all requirements.
- B. Describe corporate policies on the personal use of communications equipment.
- C. Describe dispatcher training which will be provided to ensure contract compliance.
- D. Attach a copy of the corporate/contract training plan if one is available.

#### 7.15 Financial Stability Documentation

- A. *Financial Statement.* In order to determine the Offeror's financial capability, the Offeror must attach a copy of its most recent annual audited financial statement. The Statement must be dated no later than one year from proposal due date.
- B. *Liens and Judgments.* Provide any documentatio and explain any past, current, or pending liens, judgments, or lawsuits against property owned by or otherwise concerning the Offeror and any existing legal suits (pending) against the Offeror which may potentially impact the Offeror's capability to provide the required contract services solicited by this RFP.

#### 7.16 Vehicle and Fleet Management Capabilities

- A. *Computer Equipment and Software.* Provide documentation to identify and describe the Offeror's computer equipment, including its functions and capabilities, and hardware and software which pertains to the services required in this RFP (e.g., transit software, scheduling, billing, payroll, etc.):
- B. Describe your present dispatching and vehicle control procedures including
  - 1. Number of Dispatchers during peak periods
  - 2. Hours of Call-Taking Operations (Saturday to Sunday)
  - 3. Number of Telephone Lines
  - 4. Number of one-way trips, exclusive of school trips, scheduled on an average weekday

#### 7.17 Fleet Description

Submit a list all vehicles presently owned or operated by the Offeror which will be made available for the proposed contract services and specify if any will be replaced in each contract year. Use the following format for all listed vehicles using **APPENDIX L – Vehicle Inventory and Fleet Management**

#### 7.18 Fleet Maintenance Program

Attach a copy of the Offeror's current vehicle maintenance plan. If no plan exists, use **APPENDIX L – Vehicle Inventory and Fleet Maintenance** to describe in complete and sufficient detail the Offeror's preventive and corrective maintenance programs.

- Note which activities are performed directly by the Offeror and which activities are subcontracted to other entities.
- If the Offeror anticipates using a different maintenance program for the services being solicited here, describe that program in complete and sufficient detail.

#### 7.19 Insurance Coverage

Describe the Offeror's current vehicle liability insurance program for transportation services by answering the following questions in **Appendix M - Insurance**

#### 7.20 Record-Keeping

Briefly describe the Offeror's record-keeping capabilities as they relate to the provision of shared-ride taxi service (if not already noted elsewhere in this proposal) in **Appendix N – Record Keeping**

#### 7.21 Fleet

Re-state the proposed size and composition of the fleet used to provide service for each year of the Contract, including the option years.

- Explain the rationale for the selected fleet in achieving the scheduled service requirements set forth in the Contract.
- State how the Offeror will ensure that these vehicles meet state and local safety standards.

- Detail how the Offeror plans to use and schedule its designated vehicles to provide service that meets the required scheduled service standards.

## 7.22 Operations and Reporting

- Describe the Offeror's plans to collect and account for revenue, and provide secure procedures for handling cash and credit card transactions.
- Describe the Offeror's means of communication between the vehicle drivers and the dispatchers to monitor operations. Elaborate on any Global Positioning System (or equivalent) that monitors the location of the Offeror's fleet.
- Describe the Offeror's plan for maintaining safe loading and unloading operations curbside.
- Describe the Offeror's procedures for reporting activity to the Municipality, including summaries of all trips, ridership, and revenue by day and on a cumulative monthly basis.
- Describe the Offeror's protocol for addressing customer complaints and reporting these complaints and any subsequent remedial action to the Municipality.

## 7.23 Pricing Proposal

Provide your best pricing on Pricing Proposal Excel Document. Vendors must submit costs for each deliverable. The total cost provided must be all inclusive to carry out the services included in this RFP, in accordance with the terms and conditions of this RFP. Please sign and date Pricing proposal.

The Agency does not guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract. Proposals that require a minimum number of commodities or services be ordered will be disqualified.

This is a firm-fixed price contract for a base period of two years with three 1-year option periods. Proposers are required to submit a firm-fixed price for the contract base period (first two contract years) that covers all operating and administrative costs of performing the service. For evaluation purposes, Proposers must also submit fixed prices for Option Years 1, 2, and 3 (contract years 3, 4 and 5) using a CPI-U fixed at 1.0 percent, even though prices for the option years will ultimately be adjusted by the then-current CPI-U.

## 7.24 Bid Opportunity List - Bid Opportunity List

Each proposal must include a completed Bidders List (see Appendix J – Bid Opportunity List) which consists of all firms that are participating or attempting to participate, on DOT-assisted projects.

For every firm, the following information must be included: (1) Firm name, (2) Firm address, (3) Firm's status as a DBE or non-DBE, (4) The age of the firm, (5) The annual gross receipts of the firm. The list must include all sub-consultants contacting the proposer/offeree expressing an interest in participating in the proposal.

## 7.25 Federal Clauses for Federal Contracts – Appendix I

Vendor must review and sign the federal clauses. At time of submission, vendor must submit a signed copy of the federal clauses. PROPOSALS received without signed federal clauses will not be accepted and will automatically be disqualified from further consideration

## 7.26 Additional Relevant Information

Submit any additional information which the Offeror believes may be relevant to the evaluation of the Offeror's qualifications..

Areas may include but are not limited to: general experience in transportation service delivery, experience and background to provide the requested services, familiarity with the service area, dispatcher experience and qualifications, specific experience in shared-ride taxi service, qualifications and experience of key project personnel, driver qualifications, drug and alcohol control program, financial stability, fleet management capability, vehicle maintenance capability, vehicle dispatching capability, record keeping, capability and experience, how proposed price represents fair market value for the services requested, etc.

## 8.0 EVALUATION AND AWARD PROCESS

### 8.1 Evaluation Committee

The proposal evaluation committee consists of members who have been selected because of their special expertise and knowledge of the service(s) that are the subject of this RFP. Offerors shall not contact members of the evaluation committee.

Violation of the "no contact" rule could result in the Offeror's disqualification from further consideration for award.



## 8.2 Preliminary Evaluation

Proposals will be initially reviewed to determine if minimum and mandatory requirements have been met. Failure to meet these requirements shall result in the proposal being rejected. In the event that all Offerors do not meet one or more of the minimum or mandatory requirements, the evaluation committee reserves the right to continue the evaluation of the Proposals, which most closely meet the minimum and mandatory requirements of this RFP.

## 8.3 Right to Reject Proposals

The Issuing Agency reserves the right to accept or reject any or all PROPOSALS or Proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Issuing Agency.

## 8.4 Scoring of Technical Proposals

Proposals will be independently evaluated. Each evaluation committee member will score each of the solicitation's stated technical evaluation criteria for each Offeror. Members will then sum all individual technical scores for each Offeror to determine the overall evaluation score for that particular Offeror.

The Chair of the evaluation committee (typically, the Procurement Administrator) will convene a meeting of the evaluation committee to reach a consensus score for each Offeror.

Consensus scoring is intended to facilitate an open discussion among the evaluators as to the strengths and/or weaknesses of each Offeror's proposal based upon the solicitation's technical evaluation factors (*Professional Competence, Capacity, and Experience*).

The Chair will record the consensus score for each Offeror on a scoring summary sheet to attain a rank order of the most technically qualified Offerors. Price Proposals will remain sealed at this point.

## 8.5 Additional Factors for Proposal Consideration (prior to evaluating price)

Failure by the Offeror to provide information clearly and accurately within the submitted documents may be reflected in the evaluators' scoring results.

If it is deemed necessary on behalf of the evaluation committee, the evaluation committee Chair may initiate inquiries for the purposes of confirming or verifying proposal information

**2024 SHARED RIDE TAXI OPERATING CONTRACT  
BETWEEN THE CITY OF WHITEWATER AND  
BROWN CAB SERVICE, INC.**

This Contract is made by and between the City of Whitewater, hereinafter referred to as "City of Whitewater" and Brown Cab Service Inc.. hereinafter referred to as "Contractor."

**PRELIMINARY STATEMENT**

The City of Whitewater sponsors a Shared-Ride Taxi Service as a public transportation program to serve its residents. The City of Whitewater solicited proposals for the operation of this service from the period commencing 1/1/2024 and ending on 12/31/2024 and Brown Cab Service Inc. proposal was deemed to be most advantageous to the City of Whitewater and was accepted.

This contract shall include all the necessary performance standards outlined in the RFP, addendums, and the Contractor's response to that RFP by reference, including, but not limited to, service area, service standards, hours of service, service levels, handling of revenues, reservation policies, maintenance, insurance, licensing, complaint handling, promotion and publicity and other requirements.

**CONTRACT CONDITIONS**

The contractor shall, throughout the term of this contract, be responsible for maintaining proper licensing for operation as a taxicab company in the service area described in the RFP. All revenues collected by the provider, shall belong to the City of Whitewater and shall be shown as a separate line item on each invoice.

The Contractor shall submit invoices for the total number of hours of service provided to the City of Whitewater no more frequently than monthly, and the City of Whitewater shall review said invoice and reimburse the Contractor within 20 working days after receipt of a properly submitted invoice.

Additionally, the Contractor shall provide to the City of Whitewater within 25 days of the conclusion of any calendar month, the following reports as detailed in the RFP:

A monthly report showing total passenger trips, passenger revenue, package delivery revenue, total miles operated and total driver hours worked. The Contractor is also responsible for preparing and submitting to the City of Whitewater quarterly and annual reports required by the Wisconsin Department of Transportation.

The Contractor shall maintain and retain for a period of six years *or one year after the DOT program year audit is completed, whichever is longer*, driver logs and dispatch records to allow the City of Whitewater or the Wisconsin Department of Transportation to verify any data reported or billed to the City of Whitewater.

The City of Whitewater reserves the right to discontinue the contract's remaining option years at any time and may elect to re-bid the contract in whole or in part when changes in scheduled hours or hourly costs are not mutually acceptable between the Contractor and the City of Whitewater. Any such discontinuation of the contract shall have at least 120 days written notice to the Contractor, including the decision to not exercise an option year.

The City of Whitewater may terminate this contract with 120 days written notice to the Contractor. This contract shall not be assigned, transferred or encumbered in any manner without the prior written consent of the City of Whitewater, which consent shall not be unreasonably withheld.

The maximum amount of funding for this contract shall be \$ 318,215.04 based on 7,904 hours of service at the rate of \$ 40.26 per hour. Option year rates will be determined based upon the percent change in the CPI-U from the preceding year applied to the current contract year price.

All Federal Certifications, Assurances and Clauses included in the RFP document and certified by the Contractor, including the RFP and addendums, shall be included in this contract by reference.

Dated this 14 day of December 2023

City of Whitewater

Municipality

**John Weidl**  
CITY MANAGER

DEC 14 2023  
Authorized Official

Jweidl@whitewater-wi.gov

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Authorized Representative

# PUBLIC TRANSIT LEASE AGREEMENT

Between  
City of Whitewater  
and  
Brown Cab Service Inc.

This Agreement specifies terms under which the City of Whitewater hereinafter referred to as Lessor, leases one or more vehicles to Brown Cab Service Inc., hereinafter referred to as Lessee. This lease is effected by virtue of Lessor's public transit service operating contract with Lessee.

"Department" herein means the Wisconsin Department of Transportation. "Leased vehicle" herein means a vehicle covered by this lease.

## SECTION 1. TERM

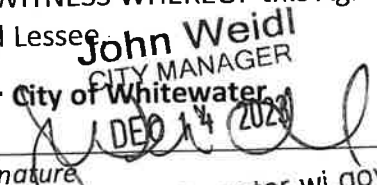
Lessor hereby leases the following vehicle(s) to Lessee starting on January 1, 2024, and ending exactly one year later, or on the end date of the Lessor's current public transit service contract with the Lessee, whichever comes first.

## SECTION 2. VEHICLE INFORMATION

Address where vehicles are stored	Address, city, state, zip				
Vehicle Identification Number (VIN)	Model Year	Vehicle/Chassis Make and Model	Body Make and Model (cutaways and ADA minivans only)	Vehicle Type (e.g., minivan, medium bus)	Primary Funding Source
1FDFE4FS6GDC50532	2016	Ford E350	Minibus with lift	Mini-bus	5311 Grant
2C4RDGBG2KR638077	2019	Dodge	Grand Caravan w/ lift	Mini-van	5311 Grant
2C4RDGBG7LR184880	2020	Dodge	Grand Caravan w/ lift	Mini-van	5311 Grant

## SECTION 3. EXECUTION OF LEASE

IN WITNESS WHEREOF this Agreement shall become effective upon its complete execution by Lessor and Lessee.

For City of Whitewater  
  
 Signature  
 John Weidl  
 City Manager  
 December 14, 2024  
 jweidl@whitewater-wi.gov

For Brown Cab Service Inc.

Signature

[Name]  
[Title]  
[Date]

#### **SECTION 4. CONDITIONS**

This Agreement is one of leasing only, and the Lessee shall not acquire any right, title or interest to vehicle(s) leased other than that of Lessee. The Lessee acknowledges that the Lessor owns (subject to any Department liens) the vehicle(s) subject to this Agreement. Nothing herein shall affect Lessor's absolute ownership of any title or interest to said vehicle(s).

The Lessee shall lease and operate the vehicle(s) in accordance with the service characteristics described in the Lessor's operating assistance grant agreement with the Department.

Department approval is required for incidental use of the leased vehicle(s), and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the Lessor's continuing control over the use of the vehicle(s) or the Lessee's continued ability to carry out the service described in its shared ride taxi operating contract with Lessor.

The Lessee will comply with the terms, conditions and obligations included in the grant agreement executed between the Lessor and the Department so as not to impair the Lessor's relationship with the Department, nor cause Lessor to be in default of any agreement with the Department. Any breach of this Agreement shall be considered a default by the Lessee.

The Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge or encumbrance which may affect the Lessor's title to the vehicle(s).

The Lessee shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this Agreement.

Both parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (<http://fta.dot.gov>).

Lessee agrees to review and comply with the annual FTA Certification and Assurances signed by the Lessor, the most recent version of which can be found at FTA's website (<http://fta.dot.gov>).

Both parties agree to abide by the relevant rules and regulations provided by the Department, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the vehicle(s) are operated under the terms and conditions of this Agreement.

#### **SECTION 5. REPRESENTATION AND WARRANTIES**

In consideration of the Lessor entering into this Agreement, the Lessee represents and warrants:

- A. The Lessee is in good standing under the laws of the State of Wisconsin and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. The Lessee has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental

agency, which authorize or empower the services to be performed by the Lessee.

## **SECTION 6. REGISTRATION**

The leased vehicle(s) shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the Lessor, subject to the lien rights of the Department. All annual registration, license fees, and safety inspection costs shall be paid by the Lessor.

The Lessor will maintain ownership of the vehicle(s) obtained through the grant program. The Lessor shall have full authority to exercise its responsibilities as owner of the vehicle(s) provided under the terms and conditions of this lease.

## **SECTION 7. INSURANCE**

Insurance levels, categories and premium payments for all leased vehicles shall be the responsibility of the Lessor.

Insurance shall include such coverage as required by the grant agreement between the Lessor and the Department, and shall meet the requirements of applicable local, state and federal laws. The Lessor must be named as the payee for all payments relating to vehicle damage or loss.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall at minimum afford the following coverage:

- |  |             |
|--|-------------|
| A. Bodily injury liability, each person:                 | \$100,000   |
| B. Bodily injury liability, each accident:               | \$1,000,000 |
| C. Property damage liability, each accident:             | \$100,000   |
| D. General liability, bodily injury and property damage: | \$1,000,000 |

The Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitutions of leased vehicle parts or equipment shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s).

## **SECTION 8. VEHICLE MAINTENANCE**

The Lessee shall, at all times and at Lessee's expense, maintain the leased vehicle(s) in working order and at a high level of cleanliness, safety, and mechanical soundness. The Lessee shall take all reasonable efforts to insure against theft and vandalism. The Lessee agrees to return each leased vehicle in the condition in which it was received, except for reasonable wear and tear.

The Lessee agrees to adhere to all provisions of the Lessor's vehicle maintenance plan on file with the Department, and to any changes or addendums made to the plan.

The Lessee shall be responsible for scheduling, completing and documenting all preventative maintenance. All such maintenance shall be consistent with manufacturer specifications, the Lessor's vehicle maintenance plan, and Department guidelines. The Lessee shall be responsible for ensuring the completion of, and payment for, all necessary repairs.

## SECTION 9. VEHICLE OPERATION

The Lessee shall ensure that only properly trained and licensed drivers operate the leased vehicle(s). The Lessee shall provide the Lessor with the names of all individuals whom it authorizes to operate the vehicle(s), and shall provide the name of each before said individual may operate the vehicle(s).

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. The Lessee shall not use any leased vehicle, nor allow any such vehicle to be used, for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

The Lessee shall operate the leased vehicle(s) only on designated roads, and shall not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s).

## SECTION 10. CIVIL RIGHTS

The Lessee shall comply with all federal statutes relating to nondiscrimination that apply, including, but not limited to:

- A. The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d;
- B. The prohibitions against discrimination on the basis of sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25;
- C. The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107;
- D. The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; and
- E. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

The Lessee agrees to comply with all terms of the Lessor's approved Title VI Plan and of any changes or addenda thereupon. The Lessee is responsible for proper posting of a valid Title VI public notice in each leased vehicle at all times.

## SECTION 11. ADDITIONAL FEES

The Lessee shall pay any and all storage charges, parking fees, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees.

The Lessor shall pay any fees (including vehicle registration and inspection fees) and/or taxes which may be imposed with respect to the leased vehicle(s) by any duly constituted governmental authority as the result of Lessee's use or intended use of the vehicle(s).

## **SECTION 12. AUDITS, INSPECTIONS, AND REPORTING**

The Lessee shall be responsible for providing any and all data pertaining to services provided using the leased vehicle(s) as requested upon reasonable notice by the Lessor. The data required may include, but is not limited to, vehicle maintenance records, trip logs, and ridership data.

The Lessee agrees to complete all reports and documents required by the Lessor and/or the Department in a timely fashion. Such reports will be sent to the Lessee on or before specified deadlines.

The Lessor, Department or FTA, or any designee thereof, may at any time audit and/or inspect the leased vehicle(s) and attendant records for compliance with the provisions of this Agreement. The Lessee agrees to comply with all requests to make equipment available as requested by the aforementioned parties for completion of audits.

The Lessee agrees to preserve all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement for a period of six (6) years after the termination of the Agreement, or one year after the DOT program year audit is completed, whichever is longer.

The Lessee is responsible to arrange for and obtain inspections of motor buses and human service vehicles leased under this Agreement as required by federal and state law. In all such cases, Lessee shall send a copy of the inspection report to the Lessor.

## **SECTION 13. LIABILITY**

The Lessee agrees to hold harmless the Lessor and the State of Wisconsin from any and all claims, losses, causes of action, and expense, for whatever reason, including legal expenses and reasonable attorney fees, arising from the use, maintenance, and operations of the vehicle(s) leased under this Agreement.

## **SECTION 14. LEASE MANAGEMENT**

The overall supervision and monitoring of compliance with lease specifications shall be the responsibility of the Lessee. The Lessee will address and resolve concerns or questions regarding this Agreement or operation of the leased vehicles with the Lessor.

This Agreement or any part thereof may be renegotiated in circumstances where changes are required by federal law or regulations, state law or regulations, court orders or actions, or when the parties agree that a new lease would better meet their needs than existing terms and conditions of this lease.

Any revisions to this lease must be agreed to by both parties, as evidenced by an addendum signed by the authorized representative of each party and approved by the Department.

## **SECTION 15. TERMINATION**

If so directed by the Department or other state agency, the Lessee must return the leased vehicle(s) within five (5) days of notice to the Lessor, and at such time, lease provisions are terminated. Otherwise, the Lessor may terminate this Agreement by giving thirty (30) days written notice, at which time the Agreement is terminated.



Immediately upon termination, the Lessee agrees to turn over all maintenance records and histories to the Lessor at no additional cost to the Lessor.

Failure to comply with any provisions of this Agreement by any party shall be considered due cause for termination of the lease.

**SECTION 16. SUBLEASE RESTRICTIONS**

Subleasing or renting the leased vehicle(s) is prohibited.

**SECTION 17. ADDITIONAL CONDITIONS**

No additional conditions.

	# 2024 Rides	Current Fare				Cost broken down by ride:	
Adult	3,028	3.25	Total Program Expense	314,146		Total program cost/# of rides	21.36
Student	3,009	2.50	Revenue Rec'd	(42,365)			
Senior	5,131	2.25	Expenses > Revenue	271,781			
Agency	701	12.00		271,781		Federal Grant/# of rides	9.24
Disabled	2,263	2.25	Less Fedral Grant	(135,891)	*50% of net expense	State Grant/# of rides	2.48
Additional	570	2.25	Less State Grant	(36,420)	*Flat amount	City's contribution/#of rides	6.76
Parcel	4	9.50	Remainder City Cost	99,471		Ride Fares	2.88
	14,706						21.36
Billable Miles	579	2.25	<b>Current Fleet</b>	<b>Mileage 12/31/2024</b>	<b>Replacement Cost</b>		
			2016 Ford E350 Bus	113,972	78,000		
			2019 Dodge Caravan	102,022			
			2020 Dodge Caravan	88,535			
			*Replacement is recommended at 5 years or 100,000 miles				



## Finance Committee Agenda Item

Meeting Date:	April 22, 2025
Agenda Item:	Notice of Claim from Linda Tortomasi
Staff Contact (name, email, phone):	Rachelle Blitch, <a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a> , 262-473-1380

### BACKGROUND

(Enter the who, what when, where, why)

A member had a slip and fall in the locker room at the WAFC in December 2024. Staff received the initial incident report shortly after however, the official notice of claim was just received this month. The member is requesting the City pay for the out of pocket expenses related to the fall.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

### FINANCIAL IMPACT

(If none, state N/A)

The total request is for \$198.86.

### STAFF RECOMMENDATION

CVMIC recommends denying this claim.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Notice of Claim
2. Medical Bill
3. Staff incident report
4. CVMIC's recommendation email

## CITY OF WHITEWATER

NOTICE OF CLAIM

Name: Linda Tortomasi  
 Address: 658 Waters Edge Dr  
WW 53120  
 Phone: 715-905-0881

Incident/Accident Information  
 Date: 12/4/24  
 Time: X 10:00 am  
 Place: women's locker room

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and attach a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

I was changing after swimming and was getting dressed.  
I turned and caught my heel on bench leg sticking out and  
then slipped on the slippery floor. Fell backwards  
and caught myself ~~on~~ with my left arm. - Left  
thinking was only a strain. Next morning wrist was  
swollen + discolored. went to Mercy Emergency in Janesville.  
X-rayed - broken wrist. Seeing Dr Palmer @ Mercy East  
for cast on Monday. ~~was~~ Kristine Cameron was in the  
locker room and witnessed.

Signed:

Linda S. TortomasiDate: 12/10/24

\*\*\*\*\*

CLAIM

(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the City/Village at any time consistent with the applicable statute of limitations. However, in order for the City/Village to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the City/Village of arising out of the circumstances described above in the amount of \$ 198,86.

To process this claim it is necessary to detail all damages being sought.

Signed:

Linda S. TortomasiDate: 4/10/25Address: 658 Waters Edge Dr WW



Linda Tortomasi came to my office today on 12/10/2024 and reported that she fell in the women's locker room and hurt her wrist on 12/4/2024. She did not report the incident to any staff at the WAFC. She said her wrist changed colors that evening and went to the emergency room the following day. They took X-rays and determined that her wrist was broken.

Linda Tortomasi  
(715)905-0881  
658 Waters Edge Dr., Whitewater, WI 53190

Kevin Boehm  
Director of Parks and Recreation  
262-473-0122

**Rachelle Blitch**

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**From:** Allison C. De Franze <allisond@cvmic.com>  
**Sent:** Friday, April 11, 2025 10:40 AM  
**To:** Rachelle Blitch  
**Subject:** Linda Tortomasi v City of Whitewater

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Rachelle,

I am in receipt of the claim that has been filed by Linda Tortomasi against the City of Whitewater, in the amount of \$198.86, for a trip and fall that occurred on 12/04/2024. As you are aware, the City of Whitewater is self-insured for this loss, and should the City decide to settle this matter, the settlement would come from City funds.

Under Wisconsin law, a municipality does not face liability unless there is a “known danger” that is compelling enough to warrant specific, non-discretionary action by the municipality. Lodl v. Progressive Northern Insurance Co., 2002 WI 71, 253 Wis. 2d 323, 646 N.W.2d 314. Wisconsin courts have developed a three-step test to determine whether the known and compelling danger exception applies in a given case: (1) whether something happened to create a compelling danger; (2) whether a government actor “[found] out about the danger, making it a known and compelling danger”; and (3) whether the government actor addressed the danger by taking one or more precautionary measures or instead “[did] nothing and let the danger continue.” Heuser v. Community Ins. Corp., 2009 WI App 151, ¶¶27-28, 321 Wis.2d 729, 774 N.W.2d 653.

In this case, Ms. Tortomasi tripped over a bench leg, causing her fall. There was no known or compelling danger, no member of staff was notified about any danger, nor did any member of staff fail to act upon a reported danger. It is my opinion that there is no liability against the City, and my recommendation that this claim be denied.

Thank you,