



## Common Council Meeting

UW Whitewater, University Center, 190 Hamilton  
Green Way, 2nd Floor, RM 259, Whitewater, WI  
53190 \*In Person and Virtual

**Tuesday, November 04, 2025 - 6:00 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:

<https://us06web.zoom.us/j/82869828051?pwd=k3DbC7vrPenpXPgq1W6dbaNQL9YRgc.1>

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

**Webinar ID:** 828 6982 8051

**Passcode:** 348221

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

### PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

*A councilmember can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Council to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

### PRESENTATION

- [1.](#) Ehler's presentation on Pro Forma Modeling Tool.

### CONSENT AGENDA

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

- [2.](#) Approval of Common Council Meeting Minutes from October 21, 2025.
- [3.](#) Alcohol Licensing Committee Meeting Minutes from September 2, 2025.
- [4.](#) Landmarks Meeting Minutes of September 3, 2025.
- [5.](#) Plan & Architectural Review Commission Minutes of September 8, 2025.

- [6.](#) CDA Minutes of September 18, 2025.
- [7.](#) Library Board of Trustees Meeting Minutes from September 15, 2025 and Special Meeting Minutes from October 6, 2025.
- [8.](#) Urban Forestry Commission Meeting Minutes from March 24, 2025, July 28, 2025, and August 25, 2025.
- [9.](#) Park Board Meeting Minutes from September 17, 2025.
- [10.](#) Lisa Dawsey Smith's resignation from Plan and Architectural Review Commission.
- [11.](#) Library Exception Resolution.
- [12.](#) PD Speed Board Data-Indian Mound Pkwy.

### CITY MANAGER REPORT

- [13.](#) American Indian and Alaska Native Heritage Proclamation.
- [14.](#) City Manager Report.

### STAFF REPORTS

- [15.](#) 2026 Spring Election Races and Important Dates.- **City Clerk**
- [16.](#) Presentation and Brief Overview of the 2026-2027 Draft Budget.- **Finance**
- [17.](#) Comparable Municipal Utility Rate Review - **Finance**
- [18.](#) Stormwater Quality Management Plan-Implementation Plan- **Public Works**
- [19.](#) Report on Stormwater Rate Adjustment and UW-Whitewater MOU Compliance Review- **City Attorney**

### HEARING OF CITIZEN COMMENTS

*No formal Council 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 Council 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.***

### RESOLUTION

- [20.](#) Amendment 3 of the 2025 Salary Resolution.- Finance

### ORDINANCES

#### Second Reading

- [21.](#) **Ordinance 2025-O-26** an ordinance regarding additions and deletions to Municipal Code 11.16.150, Street Index of Parking Restrictions.- **Public Works**

**CONSIDERATIONS**

- [22.](#) Discussion and Possible Action regarding 2025 Audit Engagement Letter with Johnson & Block- **Finance**
- [23.](#) Discussion and possible action to approve a one year extension to Brown Cab Services contract for the ride-share program. **Finance**
- [24.](#) Discussion and Possible Action regarding Appointment of Common Council representatives for Comprehensive Plan Update Advisory Committee- **Economic Development Director**
- 25. Councilmember Requests for Future Agenda Items or Committee items. Questions

**FUTURE AGENDA ITEMS**

- 26. Staff report on rental housing list.- **Q4**
- 27. Fire Department Training Facility.- **Q4**
- 28. Update on Starin Park Water Tower plans- **O. Smith Q1 2026**

**ADJOURNMENT**

**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.**

**2023-2025 City of Whitewater's 5 strategic goals: Build single-family homes, Communicate with the community without the newspaper, Support a thriving business community, Recruitment and retention efforts with a focus on diversity, and Prioritization of expenditures with available resources.**

## MEMORANDUM

**TO:** Michael Zimmerman – Economic Development Director  
Misty Dodge – Finance Director

**FROM:** Keith Dahl – Ehlers  
Greg Johnson – Ehlers

**DATE:** February 6, 2023

**SUBJECT:** Avante Properties Tax Increment Financing (TID #13) Request and Recommendation

The City received a financial assistance request from Avante Properties (the “Developer”) to construct a mixed-use apartment building (“The Arlo”) at 5134 East Cheryl Parkway. The Developer requested a Municipal Revenue Obligation (MRO) Note in the principal amount of \$780,00 to offset soil correction and abatement work. The Arlo is proposed to be a 57-unit apartment with 2,310 square feet of retail space (the “Project”). The Project would consist of studio, 1, 2, and 3-bedroom units. Construction is proposed to start this spring with an anticipated development cost slightly over \$15 million or \$263,607 per unit.

This memo has been prepared by Ehlers, at the request of the City, in conjunction with a review of the Project, specifically the budget and pro forma based on general industry standards for construction, land acquisition, and project costs; as well as to ensure that all development costs, rental revenues, and expenditures have been appropriately accounted for and considered. General industry standards for purposes of this memo were determined by review of similar projects within Minnesota and Wisconsin over the last two years.

Based on our review, **we’ve concluded an MRO Note in the principal amount of \$780,000 is supported for the Project.** The tables below provide a synopsis of the sources and uses for the Project with the supported amount of public assistance.

| SOURCES              |                   |             |                |
|----------------------|-------------------|-------------|----------------|
|                      | Amount            | Pct.        | Per Unit       |
| First Mortgage       | 11,500,000        | 77%         | 201,754        |
| MRO Note             | 780,000           | 5%          | 13,684         |
| Equity               | 2,745,619         | 18%         | 48,169         |
| <b>TOTAL SOURCES</b> | <b>15,025,619</b> | <b>100%</b> | <b>263,607</b> |

| USES                           |                   |             |                |
|--------------------------------|-------------------|-------------|----------------|
|                                | Amount            | Pct.        | Per Unit       |
| Acquisition Costs              | 274,610           | 2%          | 4,818          |
| Construction Costs             | 13,726,009        | 91%         | 240,807        |
| Professional Services          | 400,000           | 3%          | 7,018          |
| Financing Costs                | 405,000           | 3%          | 7,105          |
| Developer Fee                  | 100,000           | 1%          | 1,754          |
| Cash Accounts/Escrows/Reserves | 120,000           | 1%          | 2,105          |
| <b>TOTAL USES</b>              | <b>15,025,619</b> | <b>100%</b> | <b>263,607</b> |



## Pro Forma Analysis:

1. **Financing** – The Developer’s initial submittal contemplated financing the Project with a first mortgage that was approximately 80% of total development costs with an interest rate of 5.50%. Based on current underwriting conditions, interest rate and lender sizing constraints, the Developer may be too aggressive in sizing its first mortgage debt proceeds. For our analysis, we reduced the first mortgage to approximately 75% of total development costs and increased the interest rate to 6.00%. The remaining balance of the total development costs would be covered by equity and a privately financed MRO Mortgage.
2. **Total Development Costs (TDC)** – The TDC is approximately \$15 million or \$263,607 per unit. Under current market conditions, similar projects have generally ranged between \$270,000 and \$350,000 per unit. While the TDC per unit is slightly below the typical range we’ve seen within the last two years for similar projects in Wisconsin and Minnesota, we are starting to see price softening within the construction industry. The TDC per unit is reasonable under current market conditions.
3. **Acquisition Costs** – The acquisition cost is \$274,610, or \$4,818 per unit. Similar developments have ranged between \$5,000 to \$15,000 per unit. The land acquisition is slightly below the typical range, but the lower acquisition cost benefits the overall financial feasibility of the Project. The acquisition costs are reasonable for this project.
4. **Developer Fee** – The proposed developer fee is \$100,000 or 1% of TDC. For developments requesting City assistance, we typically see a developer fee between 3% to 5% of TDC.
5. **Residential Rents** – Proposed market rate rents range between \$1,469 per month for a studio unit to \$2,833 per month for a 3-bedroom unit. On a per square foot basis, market rate rents range between \$1.91 to \$2.65, averaging \$2.17. Based on review of a CoStar multi-family market report for similar developments in Fitchburg and the surrounding area, the proposed rents appear to be reasonable. On an average per square foot basis, other market rate apartments within the City ranged between \$1.88 and \$2.07.
6. **Commercial Rent** – The commercial rents will be structured as triple net leases, meaning the tenant is responsible for paying their respective expenses of the property including property taxes, insurance, and maintenance. The commercial rent that will be collected by the Developer will be \$25.97 per square foot for retail space. The proposed triple net rents appear to be reasonable for the market. Other retail spaces in the City and the surrounding area have triple net lease rates ranging between \$15.00 and \$30.00 per square foot.
7. **Operating Expenses** – The operating expenses on a per unit basis are \$3,527, which is within the typical market range of \$3,500 to \$4,500 per unit per year. Please note that this per unit expense is before management fees, property taxes, and replacement reserves. The management fee is 5% of the effective gross income (EGI) of the Project. The typical range for management fees range between 3% to 5% of EGI.

### Available Tax Increment:

The Project is currently contemplated to be located within the City's Tax Increment District (TID) #13 and the Developer requested 50% of the annual increment to pay the MRO Note. In consultation with the City Assessor, it is estimated the market value of the Project will be \$16,500,000 and is estimated to generate over \$300,000 of annual tax increment upon full build out. Based upon an annual 0.50% inflation factor, 50% of tax increment being available to the Developer, and a financing rate of 6.50%, the Project could support an MRO Note in the maximum principal amount of \$780,000 over an anticipated 8-year term. In total, principal and interest, public assistance to the Project would be \$1,037,000.

This would leave 50% of the annually collected tax increment available to the City over the term of the MRO Note and 100% of the annually collected tax increment after the MRO Note is paid. In total, the future value sum collected by the City over the remaining term of the TID could be approximately \$3,350,000. Attached for illustration purposes are cashflow projections of the Project's MRO Note and existing obligations of TID #13.

**Note:** The percentage of increment pledged to pay an MRO Note and the rate of financing are negotiable terms memorialized in a Developer Agreement.

### Projected Return on Investment:

As part of this analysis, we want to ensure that any public assistance in the project does not result in a return on investment greater than what is typical within the industry. Return on investment (ROI) is a performance measure used to evaluate development projects. There are a few common metrics used; however, we reviewed the project based on a review of yield-on-cost and an internal rate of return (IRR). The typical industry standard for yield-on-cost is 6.5 – 7.0% and internal rate of return in year 10 may range between 12 – 15%.

1. **Yield-on-Cost (YOC):** YOC is calculated by dividing the net operating income (before debt service) by the total development cost of the project less any upfront grants received for construction costs. YOC is a metric used by investors to ensure a project is not over or under leveraged since it removes debt service from the equation. In year of stabilization the YOC is 6.6%. During the anticipated 8-year duration of public assistance, the average annual YOC reaches 7.1%. If public assistance isn't provided, the YOC in stabilization would be 5.5% and the average over 8-years would be 6.2%.
2. **Internal Rate of Return (IRR):** IRR calculates the time value of money over a specific holding period. It estimates a project's profitability from its initial equity investment by accounting for annual net cashflows, sale proceeds, and debt repayment from a future sale. In year 10 of the Project the IRR is 14.96%. If public assistance isn't provided, the IRR would be 11.80%.

### Recommendation:

Based on our review of the Developer's pro forma and under current market conditions, the Project may not reasonably be expected to occur solely through private investment within the near future. The cost associated with development of the Project is only feasible, in part, through public financial assistance offsetting the soil correction work by the City. We conclude an MRO Note in the principal amount of \$780,000 with an interest rate the lesser of 6.50% or the Developer's actual rate of financing, and payable from 50% of the available tax increment over an anticipated term of 8 years is supported for this project.

Please contact Keith Dahl at 651-697-8595 or Greg Johnson at 262-796-6168 with any questions.

# City of Fitchburg, Wisconsin

## Tax Increment District # 13

### Development Assumptions

| Construction Year |      | Actual     | Arlo Project | Estimated Net New Construction (Kwik Trip) | Annual Total | Construction Year |    |
|-------------------|------|------------|--------------|--|--------------|-------------------|----|
| 1                 | 2018 | 3,033,000  |              |  | 3,033,000    | 2018              | 1  |
| 2                 | 2019 | 2,387,900  |              |  | 2,387,900    | 2019              | 2  |
| 3                 | 2020 | 8,413,500  |              |  | 8,413,500    | 2020              | 3  |
| 4                 | 2021 | 3,548,400  |              |  | 3,548,400    | 2021              | 4  |
| 5                 | 2022 |            |              | 3,440,000                                  | 3,440,000    | 2022              | 5  |
| 6                 | 2023 |            | 4,125,000    |  | 4,125,000    | 2023              | 6  |
| 7                 | 2024 |            | 8,250,000    |  | 8,250,000    | 2024              | 7  |
| 8                 | 2025 |            | 4,125,000    |  | 4,125,000    | 2025              | 8  |
| 9                 | 2026 |            |              |  | 0            | 2026              | 9  |
| 10                | 2027 |            |              |  | 0            | 2027              | 10 |
| 11                | 2028 |            |              |  | 0            | 2028              | 11 |
| 12                | 2029 |            |              |  | 0            | 2029              | 12 |
| 13                | 2030 |            |              |  | 0            | 2030              | 13 |
| 14                | 2031 |            |              |  | 0            | 2031              | 14 |
| 15                | 2032 |            |              |  | 0            | 2032              | 15 |
| 16                | 2033 |            |              |  | 0            | 2033              | 16 |
| 17                | 2034 |            |              |  | 0            | 2034              | 17 |
| 18                | 2035 |            |              |  | 0            | 2035              | 18 |
| 19                | 2036 |            |              |  | 0            | 2036              | 19 |
| 20                | 2037 |            |              |  | 0            | 2037              | 20 |
| Totals            |      | 17,382,800 | 16,500,000   | 3,440,000                                  | 37,322,800   |                   |    |

Notes:

# City of Fitchburg, Wisconsin

## Tax Increment District # 13

### Tax Increment Projection Worksheet

|                                |                    |                                     |            |
|--------------------------------|--------------------|-------------------------------------|------------|
| Type of District               | Mixed Use          | Base Value                          | 16,139,100 |
| District Creation Date         | September 11, 2018 | Appreciation Factor                 | 0.50%      |
| Valuation Date                 | Jan 1, 2018        | Base Tax Rate                       |            |
| Max Life (Years)               | 20                 | Rate Adjustment Factor (after 2024) | -1.00%     |
| Expenditure Period/Termination | 15 9/11/2033       |                                     |            |
| Revenue Periods/Final Year     | 20 2039            |                                     |            |
| Extension Eligibility/Years    | Yes 3              | Tax Exempt Discount Rate            | N/A        |
| Recipient District             | No                 | Taxable Discount Rate               | N/A        |

| Construction  | Year | Value Added       | Valuation Year | Inflation Increment | Total Increment | Revenue Year                     | Tax Rate | Tax Increment     |
|---------------|------|-------------------|----------------|---------------------|-----------------|----------------------------------|----------|-------------------|
| 1             | 2018 | 3,033,000         | 2019           |                     | 3,033,000       | 2020                             | \$22.72  | 68,903            |
| 2             | 2019 | 2,387,900         | 2020           |                     | 5,420,900       | 2021                             | \$22.68  | 122,922           |
| 3             | 2020 | 8,413,500         | 2021           |                     | 13,834,400      | 2022                             | \$21.38  | 295,845           |
| 4             | 2021 | 3,548,400         | 2022           |                     | 17,382,800      | 2023                             | \$20.20  | 351,213           |
| 5             | 2022 | 3,440,000         | 2023           |                     | 20,822,800      | 2024                             | \$20.00  | 416,510           |
| 6             | 2023 | 4,125,000         | 2024           | 104,114             | 25,051,914      | 2025                             | \$19.80  | 496,092           |
| 7             | 2024 | 8,250,000         | 2025           | 125,260             | 33,427,174      | 2026                             | \$19.60  | 655,324           |
| 8             | 2025 | 4,125,000         | 2026           | 167,136             | 37,719,309      | 2027                             | \$19.41  | 732,075           |
| 9             | 2026 | 0                 | 2027           | 188,597             | 37,907,906      | 2028                             | \$19.21  | 728,378           |
| 10            | 2027 | 0                 | 2028           | 189,540             | 38,097,446      | 2029                             | \$19.02  | 724,700           |
| 11            | 2028 | 0                 | 2029           | 190,487             | 38,287,933      | 2030                             | \$18.83  | 721,040           |
| 12            | 2029 | 0                 | 2030           | 191,440             | 38,479,372      | 2031                             | \$18.64  | 717,399           |
| 13            | 2030 | 0                 | 2031           | 192,397             | 38,671,769      | 2032                             | \$18.46  | 713,776           |
| 14            | 2031 | 0                 | 2032           | 193,359             | 38,865,128      | 2033                             | \$18.27  | 710,171           |
| 15            | 2032 | 0                 | 2033           | 194,326             | 39,059,454      | 2034                             | \$18.09  | 706,585           |
| 16            | 2033 | 0                 | 2034           | 195,297             | 39,254,751      | 2035                             | \$17.91  | 703,017           |
| 17            | 2034 | 0                 | 2035           | 196,274             | 39,451,025      | 2036                             | \$17.73  | 699,467           |
| 18            | 2035 | 0                 | 2036           | 197,255             | 39,648,280      | 2037                             | \$17.55  | 695,934           |
| 19            | 2036 | 0                 | 2037           | 198,241             | 39,846,521      | 2038                             | \$17.38  | 692,420           |
| 20            | 2037 | 0                 | 2038           | 199,233             | 40,045,754      | 2039                             | \$17.20  | 688,923           |
| <b>Totals</b> |      | <b>37,322,800</b> |                | <b>2,722,954</b>    |                 | <b>Future Value of Increment</b> |          | <b>11,640,693</b> |

#### Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

# City of Fitchburg, Wisconsin

Tax Increment District # 13

Cash Flow Projection

| Year  | Projected Revenues |                      |                         |                   | Expenditures  |                       |  |           |  |           |          |               |                                 |         | Balances          |                       |           | Year      |            |  |           |           |       |      |
|-------|--------------------|----------------------|-------------------------|-------------------|---|-----------------------|--|-----------|--|-----------|----------|---------------|---------------------------------|---------|-------------------|-----------------------|-----------|-----------|------------|--|-----------|-----------|-------|------|
|       | Tax<br>Increments  | Investment<br>income | Transfer from<br>TID #9 | Total<br>Revenues | Municipal Revenue Obligation<br>\$2,100,000<br>Phoenix Industries |                       | G.O. Bonds Series 2021A<br>\$1,515,000<br>Dated: 12/1/2021 |           | Municipal Revenue Obligation<br>\$780,000<br>Arlo (50% of increment applied) |           |          |               | Interest<br>& Fiscal<br>Charges |         | Capital<br>Outlay | Total<br>Expenditures | Annual    |           | Cumulative | Principal<br>Outstanding<br>(MRO & Debt) |           |           |       |      |
|       |                    |                      |                         |                   | Annual Payment  | Principal Outstanding | Principal  | Interest  | Principal  | Est. Rate | Interest | Total Payment | Princ. Outstanding              | Admin.  |                   |                       |           |           |            |  |           |           |       |      |
| 2018  |                    |                      | 3                       | 3                 |   | 6%                    |  |           | 6.50%  |           |          |               |                                 |         |                   | 22,832                | 125       |           | 22,957     | (22,954)                                 | (22,954)  | 2018      |       |      |
| 2019  |                    |                      | 32                      | 32                |   |                       |  |           |  |           |          |               |                                 |         |                   | 1,235                 | 540       |           | 1,775      | (1,743)                                  | (24,697)  | 2019      |       |      |
| 2020  | 68,903             |                      | 33                      | 68,936            |   |                       |  |           |  |           |          |               |                                 |         |                   | 18,148                | 427       | 26,629    | 45,204     | 23,732                                   | (965)     | 2020      |       |      |
| 2021  | 122,922            |                      | 24                      | 122,946           | 165,697   | 2,050,000             |  |           |  |           |          |               |                                 |         |                   | 5,786                 | 438       | 20,100    | 192,021    | (69,075)                                 | (70,041)  | 2,050,000 | 2021  |      |
| 2022  | 295,845            |                      |                         | 1,810,845         | 210,300   | 1,960,000             |  |           |  |           |          |               |                                 |         |                   | 25,000                |           | 1,802,000 | 2,037,300  | (226,455)                                | (296,496) | 3,475,000 | 2022  |      |
| 2023  | 351,213            |                      |                         | 351,213           | 209,750   | 1,865,000             |  | 42,244    |  |           |          |               |                                 |         |                   | 25,000                |           |           | 276,994    | 74,219                                   | (222,277) | 3,380,000 | 2023  |      |
| 2024  | 416,510            |                      |                         | 416,510           | 213,750   | 1,760,000             | 95,000   | 42,244    |  |           |          |               | 780,000                         |         |                   | 25,000                |           |           | 375,994    | 40,516                                   | (181,760) | 3,960,000 | 2024  |      |
| 2025  | 496,092            |                      |                         | 496,092           | 212,300   | 1,650,000             | 80,000   | 38,444    |  |           | 50,700   | 50,700        | 780,000                         |         |                   | 25,000                |           |           | 406,444    | 89,648                                   | (92,112)  | 3,770,000 | 2025  |      |
| 2026  | 655,324            |                      |                         | 655,324           | 215,400   | 1,530,000             | 85,000   | 35,244    | 70,805   | 6.50%     | 50,700   | 121,505       | 709,195                         |         |                   | 25,000                |           |           | 482,149    | 173,175                                  | 81,064    | 3,494,195 | 2026  |      |
| 2027  | 732,075            |                      |                         | 732,075           | 213,050   | 1,405,000             | 85,000   | 31,844    | 114,824  | 6.50%     | 46,098   | 160,922       | 594,371                         |         |                   | 25,000                |           |           | 515,815    | 216,260                                  | 297,323   | 3,169,371 | 2027  |      |
| 2028  | 728,378            |                      |                         | 728,378           | 215,250   | 1,270,000             | 90,000   | 28,444    | 121,475  | 6.50%     | 38,634   | 160,109       | 472,896                         |         |                   | 25,000                |           |           | 518,803    | 209,575                                  | 506,898   | 2,822,896 | 2028  |      |
| 2029  | 724,700            |                      |                         | 724,700           | 212,000   | 1,130,000             | 95,000   | 24,844    | 128,562  | 6.50%     | 30,738   | 159,301       | 344,333                         |         |                   | 25,000                |           |           | 516,144    | 208,556                                  | 715,454   | 2,459,333 | 2029  |      |
| 2030  | 721,040            |                      |                         | 721,040           | 218,150   | 975,000               | 95,000   | 21,044    | 136,114  | 6.50%     | 22,382   | 158,496       | 208,219                         |         |                   | 25,000                |           |           | 517,690    | 203,350                                  | 918,804   | 2,073,219 | 2030  |      |
| 2031  | 717,399            |                      |                         | 717,399           | 218,550   | 810,000               | 100,000  | 17,244    | 144,161  | 6.50%     | 13,534   | 157,696       | 64,058                          |         |                   | 25,000                |           |           | 518,489    | 198,909                                  | 1,117,714 | 1,664,058 | 2031  |      |
| 2032  | 713,776            |                      |                         | 713,776           | 218,350   | 635,000               | 155,000  | 13,244    | 64,058   | 6.50%     | 4,164    | 68,222        | (0)                             |         |                   | 25,000                |           |           | 479,816    | 233,960                                  | 1,351,674 | 1,270,000 | 2032  |      |
| 2033  | 710,171            |                      |                         | 710,171           | 217,550   | 450,000               | 155,000  | 10,919    |  |           |          |               |                                 |         |                   | 25,000                |           |           | 408,469    | 301,703                                  | 1,653,377 | 930,000   | 2033  |      |
| 2034  | 706,585            |                      |                         | 706,585           | 216,150   | 255,000               | 160,000  | 8,400     |  |           |          |               |                                 |         |                   |                       |           |           | 384,550    | 322,035                                  | 1,975,412 | 575,000   | 2034  |      |
| 2035  | 703,017            |                      |                         | 703,017           | 214,150   | 50,000                | 160,000  | 5,800     |  |           |          |               |                                 |         |                   |                       |           |           | 379,950    | 323,067                                  | 2,298,479 | 210,000   | 2035  |      |
| 2036  | 699,467            |                      |                         | 699,467           | 51,500  | 0                     | 160,000  | 3,000     |  |           |          |               |                                 |         |                   |                       |           |           | 214,500    | 484,967                                  | 2,783,445 | 0         | 2036  |      |
| 2037  | 695,934            |                      |                         | 695,934           |   |                       |  |           |  |           |          |               |                                 |         |                   |                       |           |           | 0          | 695,934                                  | 3,479,379 | 0         | 0     | 2037 |
| 2038  | 692,420            |                      |                         | 692,420           |   |                       |  |           |  |           |          |               |                                 |         |                   |                       |           |           | 0          | 692,420                                  | 4,171,799 | 0         | 0     | 2038 |
| 2039  | 688,923            |                      |                         | 688,923           |   |                       |  |           |  |           |          |               |                                 |         |                   |                       |           |           | 0          | 688,923                                  | 4,860,722 | 0         | 0     | 2039 |
| Total | 11,640,693         | 92                   | 1,515,000               | 13,155,785        | 3,221,897   |                       | 1,515,000  | 6,349,928 | 780,000  |           | 256,950  | 1,036,950     |                                 | 348,001 | 1,530             | 1,848,729             | 8,295,063 |           |            |  |           |           | Total |      |

Notes:

Projected TID Closure

## MEMORANDUM

TO: Michael Zimmerman – Economic Development Director  
Misty Dodge – Finance Director

FROM: Keith Dahl & Greg Johnson - Ehlers

DATE: February 26, 2025

SUBJECT: Economic Development Analysis for the proposed Uptown Hills Development

The City received an application for financial assistance from Northpointe Development (the “Developer”) seeking tax increment financing (TIF) assistance in the principal amount of \$418,000 from Tax Increment District #14 over 17 years to construct 24 units of affordable rental housing disbursed between 6 three-story townhomes and a two-story townhome style apartment building with underground parking (the “Project”). The Project is proposed to commence construction by end of this year with an anticipated total development cost of approximately \$10.25 million.

This memo has been prepared by Ehlers, at the request of the City, to conduct a review of the Project, specifically the budget and pro forma based on industry standards under current market conditions and trends for 1) development costs, 2) available funding sources, 3) financial structure, 4) underwritten financial assumptions, 5) Developer contributions, 6) affordable housing rental rates, 7) utility allowance, 8) operating expenses, 9) phasing and timing of construction, and 10) projected cash flows. Our approach to this review was to ensure all development costs, revenues, and expenditures have been appropriately accounted for and considered, and to independently verify private funding sources are being maximized.

Based on our review, the Project generally meets our expectations of a low-income housing tax credit (LIHTC) development utilizing federal 4% credits. The financial structure is consistent with industry standards under current market conditions and complies with the Wisconsin Housing and Economic Development Authority’s (WHEDA) underwriting standards. However, based on our analysis, the requested amount of financial assistance is more than what is necessary for the Project to be “financially feasible”. **We’ve concluded that assistance in form of a deferred loan from the City’s Affordable Housing Extension Funds in the principal amount of \$330,000 is supported for this development.**

| SOURCES                                   |                   |             |                |
|---|-------------------|-------------|----------------|
|   | Amount            | Pct.        | Per Unit       |
| First Mortgage                            | 2,748,000         | 27%         | 114,500        |
| Subordinate Debt                          | 130,882           | 1%          | 5,453          |
| City Deferred Loan                        | 330,000           | 3%          | 13,750         |
| Tax Credits                               | 3,142,969         | 31%         | 130,957        |
| Deferred Developer Fee (62% of Total Fee) | 739,611           | 7%          | 30,817         |
| Other Public Sources                      | 1,160,000         | 11%         | 48,333         |
| Private Sources                           | 2,000,000         | 20%         | 83,333         |
| <b>TOTAL SOURCES</b>                      | <b>10,251,462</b> | <b>100%</b> | <b>427,144</b> |



| USES                           |                   |             |                |
|--------------------------------|-------------------|-------------|----------------|
|                                | Amount            | Pct.        | Per Unit       |
| Acquisition Costs              | 500,000           | 5%          | 20,833         |
| Construction Costs             | 7,368,052         | 72%         | 307,002        |
| Professional Services          | 311,400           | 3%          | 12,975         |
| Financing Costs                | 642,010           | 6%          | 26,750         |
| Developer Fee                  | 1,200,000         | 12%         | 50,000         |
| Cash Accounts/Escrows/Reserves | 230,000           | 2%          | 9,583          |
| <b>TOTAL USES</b>              | <b>10,251,462</b> | <b>100%</b> | <b>427,144</b> |

### Pro Forma Analysis:

Overall, the Project generally meets our expectations of a low-income housing tax credit (LIHTC) development with regards to the financial structure, projected revenues, and on-going operational costs. The overview of our analysis is as follows:

1. **Tax Credits** – The project anticipates receiving tax credit pricing of \$0.86 for every \$1.00 of available federal tax credits, which generates about \$3.14 million of proceeds for the Project. Federal tax credit pricing on many current projects range between \$0.835 to \$0.87.
2. **First Mortgage** – The Developer has secured a term sheet commitment letter from WHEDA to provide the construction and permanent mortgage financing for the Project. The permanent mortgage includes long-term bonds in the amount of \$2,748,000, underwritten to an interest rate of 6.30% with a 35-year term / amortization. In addition, WHEDA is also providing subordinate debt in the amount of \$130,882, underwritten to an interest rate of 3.00% with a 17-year term / 35-year amortization. Based on WHEDA's underwriting, the Project appears to be maximizing its permanent mortgage.
3. **Developer Fee and Deferred Developer Fee** – The proposed developer fee is approximately 11.7% of the TDC, or \$50,000 per unit. In addition, the Developer will defer approximately 62% of its fee to help close the financial gap. Instead of the Developer being compensated up-front for their time, energy and resources spent on the Project, they will be paid out from available cash flow on the back end of the Project after its constructed and stabilized. Currently, the deferred developer fee is projected to be repaid within 12 years after stabilization.
4. **Acquisition Costs** – The land acquisition cost is \$500,000, or \$20,833 per unit. Similar projects typically range between \$7,500 to \$18,000 per unit. While the cost for land acquisition is on the higher end of the range, the subject property has an estimated fair market value of \$520,923. The land acquisition cost is reasonable, and the Developer does not appear to be overpaying for the land.
5. **Total Development Costs (TDC)** – The TDC is approximately \$10.25 million or \$427,000 per unit. Under current market conditions, townhome style projects have ranged between \$350,000 – \$450,000 per unit. Given the lower density, style of development, and the incorporation of underground parking due to lot limitations, costs appear to be reasonable under current market conditions.



6. **Rents** – The Project will have units reserved for households at or below 30%, 50%, and 80% of the area median income (AMI) disbursed amounts the 24 three-bedroom units. Incomes and rents are derived by the United States Department of Housing and Urban Development (HUD) on an annual basis and include a utility allowance. Below are the rent maximums for Dane County.

| Maximum Gross Rents by Bedroom Size (2024) |        |       |       |       |       |       |       |
|--|--------|-------|-------|-------|-------|-------|-------|
|  | Studio | 1     | 2     | 3     | 4     | 5     | 6     |
| 30%  | 661    | 708   | 850   | 982   | 1,095 | 1,209 | 1,321 |
| 50%  | 1,102  | 1,181 | 1,417 | 1,636 | 1,826 | 2,015 | 2,203 |
| 80%  | 1,764  | 1,890 | 2,268 | 2,619 | 2,922 | 3,224 | 3,525 |

In addition, WHEDA limits the maximum allowable rent at and above 60% AMI to the lesser of 95% of the maximum gross rent or 90% of estimated achievable market rent noted in a market study. Based on the market study, it appears the rents are maximized.

7. **Operating Expenses** – The operating expenses on a per unit basis for the Project are \$4,080, which is within the typical range of \$3,500 to \$4,500 per unit per year on other LIHTC projects. Please note that this per unit expense is before management fees, property taxes, and replacement reserves.
8. **Reserves** – The annual deposit to replacement reserves is set at \$300 per unit per year. Typical deposits to the replacement reserve range between \$250 - \$450 but lenders vary on this requirement.

### Recommendation:

Based on our review of the Developer's proforma and under current market conditions, the requested assistance in the principal amount of \$418,000 is more than what is necessary for the Project to become "financially feasible". However, there is a financial gap present in the Project, and it may not reasonably be expected to occur solely through private investment within the near future. The affordability and cost associated with development of this project is only feasible, in part, through public financial assistance from the City. We conclude assistance in the principal amount of \$330,000 is warranted for the Project.

Given the amount of the financial gap in the Project and the availability of Affordable Housing Extension Funds at the City, we would also recommend providing an up-front deferred loan in the principal amount of \$330,000 instead of providing a Municipal Revenue Obligation Note on a pay-as-you-go basis. This would allow the City to recapture the \$330,000 of assistance at 2% interest the earlier of 15 years, re-syndication, or sale of the Project.

Please contact Keith Dahl or Greg Johnson with any questions.



## Common Council Meeting

Whitewater Municipal Building Community Room,  
312 West Whitewater St., Whitewater, WI 53190  
\*In Person and Virtual

**Tuesday, October 21, 2025 - 6:00 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: <https://us06web.zoom.us/j/89984012939?pwd=4ecXTRFGyft51TCDOua1IGnhFM1bkd.1>

**Telephone:** +1 (312) 626-6799 US  
**Webinar ID:** 899 8401 2939  
**Passcode:** 810474

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.

## MINUTES

### CALL TO ORDER

Council President Singer called the meeting to order at 6pm.

### ROLL CALL

#### PRESENT

Council President Patrick Singer  
Councilmember Michael M. Smith  
Councilmember Orin O. Smith  
Councilmember Steven Sahyun  
Councilmember Brian Schanen  
Councilmember Neil Hicks

City Manager, John Weidl  
City Attorney, Steven Chesebro  
Public Works Director, Brad Marquardt  
City Clerk, Heather Boehm

#### ABSENT

Councilmember Greg Majkrzak, in at 6:34pm.

### PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

*A councilmember can choose to remove an item from the agenda or rearrange its order; however,*

*introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Council to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

Motion made to Approve the Agenda with items #18, #20, #21 and #22 moving to the Consent Agenda and moving item #12 behind item #9 and item #16 behind item #2 made by Councilmember Hicks, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

## **PRESENTATION**

1. Ryan Dion- 43rd Assembly District First Responder of the Year.  
City Manager, John Weidl spoke about Ryan Dion.
2. WUSD Superintendent Samuel Karns to speak about his upcoming goals and plans for the district.  
Samuel Karns spoke about the the WUSD upcoming goals and plans.

## **CONSENT AGENDA**

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

Motion made to approve the Consent Agenda with items #18, #20, #21 and #22 included made by Councilmember O.Smith, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

3. Approval of Common Council Meeting Minutes from October 7, 2025.
4. Public Works Committee Meeting Minutes from September 9, 2025.
5. John's Disposal Rate Increase for 2026.
6. Amendment No.1 to Task Order No. 25-04, Wastewater Treatment Plant Return Activated Sludge Pump Addition.
7. Public Utility Easement at 960 East Milwaukee Street.
8. September 2025 Financials

## **PUBLIC HEARING**

9. Public Hearing for Adoption of the Jefferson County Mitigation Plan.- **Public Works**  
Public Works Director, Brad Marquardt gave a brief overview on the Adoption of the Jefferson County Mitigation Plan.  
Natalie Evans from the US Small Business Administration spoke about the recent flooding that affected Jefferson County in August.

**CITY MANAGER REPORT**

## 10. City Manager Report.

City Manager John Weidl read Chief Kelly Freeman's nomination letter for the 2025 First Responder of the Year for Assistant Chief Ryan Dion.

City Manager John Weidl gave his bi-monthly update of City events and accomplishments, including reports from the following departments: Public Works, Police Department, Fire Department, Economic Development, Library, Parks & Rec, and Media Services.

**STAFF REPORTS**

## 11. Presentation and Brief Overview of the 2026-2027 Draft Budget.

Finance Director Rachelle Blitch gave a presentation on the 2026-2027 Draft Budget.

**HEARING OF CITIZEN COMMENTS**

*No formal Council 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 Council 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.***

**RESOLUTION**12. Resolution to Adopt Jefferson County Mitigation Plan- **Public Works**

Motion made to approve the Resolution to Adopt Jefferson County Mitigation Plan made by Councilmember Hicks, Seconded by Councilmember O.Smith.

Voting Yea: Council President Singer, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

13. Resolution Authorizing Application for Wisconsin Department of Administration Non-State Grant Funding – Starin Park Splash Pad and Park Enhancement Project- **Parks**

Larry Kachel (457 S Buckingham Blvd) spoke about the Splash Pad.

Chuck Mills (336 Whiton St) spoke about the Splash Pad.

Motion made to approve the authorization of the Splash Pad Grant made by Councilmember Hicks, Seconded by Councilmember O.Smith.

Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

**ORDINANCES****First Reading**

14. **Ordinance 2025-O-26** an ordinance regarding additions and deletions to Municipal Code 11.16.150, Street Index of Parking Restrictions.- **Public Works**
- Public Works Director, Brad Marquardt spoke about Ordinance 2025-O-26.
- Motion made to approve the first reading of Ordinance 2025-O-26 made by Councilmember Schanen, Seconded by Councilmember Hicks.
- Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks
- Motion made to waive second reading of Ordinance 2025-O-26 made by Councilmember Schanen, Seconded by Councilmember O.Smith.
- Voting Yea: Councilmember O.Smith, Councilmember Schanen
- Voting Nay: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember Sahyun, Councilmember Hicks
15. **Ordinance 2025-O-27** an ordinance regarding changes to Municipal Code 8.29, Recycling.- **Public Works**
- Public Works Director, Brad Marquardt spoke about Ordinance 2025-O-27.
- Motion made to approve the first reading of Ordinance 2025-O-27 with outreach on social media made by Councilmember Hicks, Seconded by Councilmember O.Smith.
- Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks
- Motion made to waive the second reading of Ordinance 2025-O-27 made by Councilmember Hicks, Seconded by Councilmember O.Smith.
- Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

## CONSIDERATIONS

16. Discussion and Possible Action regarding changing One of the Two meetings held on UW Whitewater Campus to One on UW Whitewater Campus and One held at Whitewater Unified School District. - **City Clerk**
- Motion made to approve having one Council meeting in the Spring at WUSD, location to be determined, and one Council meeting in the Fall at UWW made by Councilmember M.Smith, Seconded by Councilmember Hicks.
- Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks
17. Discussion and Possible Action regarding Presentation on Single Family Housing Program Proposal. - **Economic Development Director**
- Economic Development Director, Mason Becker gave a presentation on Single Family Housing Program Proposal.

Jeff Knight (405 Panther Ct) spoke on the Single Family Housing Program Proposal.  
Larry Kachel (457 S Buckingham Blvd) spoke on the Single Family Housing Program Proposal.

Motion made to direct City staff to move forward with option A, and bring back information or proposal on how do we manage the age made by Councilmember Majkrzak, Seconded by Councilmember Hicks.

Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

18. Discussion and Possible Action regarding the 2025 update to the Stormwater Quality Management Plan. - **Public Works**

This item was moved to the Consent Agenda.

19. Discussion and Possible Action regarding the Rate Increase for the Stormwater Utility. - **Finance**

Jeff Knight (405 Panther Ct) spoke about the Rate increase for the Stormwater Utility.  
Larry Kachel (457 S Buckingham Blvd) spoke about the Rate increase for the Storm Utility.

No action taken. Final Public Hearing at the November 18th Council Meeting.

20. Discussion and Possible Action regarding the selection of a consulting firm to provide City Engineering Services. **Public Works**

This item was moved to the Consent Agenda.

21. Discussion and Possible Action regarding the City Manager Performance Evaluation Tool.- **HR**

This item was moved to the Consent Agenda.

22. Discussion and Possible Action regarding the HIPAA Policy. - **HR**

This item was moved to the Consent Agenda.

23. Councilmember Requests for Future Agenda Items or Committee items. Questions

#### **FUTURE AGENDA ITEMS**

24. Staff report on rental housing list.- **Q4**

25. Fire Department Training Facility.- **Q4**

26. Update on Starin Park Water Tower plans- **O. Smith Q1 2026**

27. Ehler's presentation on Pro Forma Modeling Tool- **November 4, 2025.**

28. Common Council Meeting to be held at UW Whitewater Campus.- **November 4, 2025**

#### **ADJOURNMENT**

Motion made to adjourn at 7:59pm made by Councilmember Schanen, Seconded by Councilmember O.Smith.

Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

**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.**

**2023-2025 City of Whitewater's 5 strategic goals: Build single-family homes, Communicate with the community without the newspaper, Support a thriving business community, Recruitment and retention efforts with a focus on diversity, and Prioritization of expenditures with available resources.**



# Alcohol Licensing Committee Meeting

Whitewater Municipal Building Community Room,  
312 West Whitewater St., Whitewater, WI 53190  
\*In Person and Virtual

**Tuesday, September 02, 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/83215762870>

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

**Webinar ID:** 832 1576 2870

**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.**

## MINUTES

### CALL TO ORDER

Chairperson Schanen called the meeting to order at 5:00 pm.

### ROLL CALL

#### PRESENT

Chairperson Brian Schanen  
Patrick Singer  
Greg Majkrzak

City Attorney Steven Chesebro

Police Chief Dan Meyer

City Clerk Heather Boehm

### APPROVAL OF AGENDA

*A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

Motion made to approve the agenda by Majkrzak, Seconded by Singer.

Voting Yea: Chairperson Schanen, Singer, Majkrzak



**CONSIDERATION OF REQUEST**

Motion made to approve the meeting minutes from August 5, 2025 by Majkrzak, Seconded by Singer.  
Voting Yea: Chairperson Schanen, Singer, Majkrzak

1. Approval of minutes from August 5, 2025.

**HEARING OF APPEAL**

Maxwell Sztuk was present to appeal his Beverage Operators License. Mr. Sztuk stated his case. Chief Meyer explained by the license was denied.

Motion made to uphold the denial of the Beverage Operator's License for Maxwell Sztuk by Majkrzak, Seconded by Singer.

Voting Yea: Singer, Majkrzak

Voting Nay: Chairperson Schanen

2. Hearing of Appeal from Maxwell Sztuk regarding denial of Beverage Operators License.

**ADJOURNMENT**

Motion made adjourn at 5:20 pm by Singer, Seconded by Majkrzak.

Voting Yea: Chairperson Schanen, Singer, Majkrzak

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.**



## Landmarks Commission

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

**Wednesday, September 03, 2025 - 6:00 PM**

### MINUTES

#### CALL TO ORDER

Meeting was called to order at 6:00 p.m.

#### ROLL CALL

##### PRESENT

Council Representative Orin O.Smith  
Board Member Pat Blackmer  
Board Member Kelsey Reilly  
Board Member Jordan Reilly

##### ABSENT

Board Member Penelope Alwin

##### STAFF

Llana Dostie, Neighborhood Services Administrative Assistant

##### GUEST

Andrea Svec

#### APPROVAL OF AGENDA

*A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

Motion made by Council Representative O.Smith, Seconded by Board Member Reilly.

Voting Yea: Council Representative O.Smith, Board Member Blackmer, Board Member Reilly, Board Member Reilly

#### Motion was carried

#### 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. Approval of August 6, 2025 Minutes.

Motion made by Council Representative O.Smith, Seconded by Board Member Reilly.  
Voting Yea: Council Representative O.Smith, Board Member Blackmer, Board Member Reilly, Board Member Reilly

**Motion was carried.**

### 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.***

None.

### CONSIDERATIONS / DISCUSSIONS / REPORTS

#### 2. Update on Starin Park Water Tower. **(Blackmer)**

Blackmer explained that O. Smith, J. Reilly and Andrea Svec were at the Common Council meeting. Things didn't go as well as expected, however they didn't go unexpectedly. It would have been nice if we had the total support of the Common Council moving forward. I think we have some support that demolition will not be in the near future. There was a shift in the Council members since the election. At a time when we may have had complete support we have varied support at this time.

Blackmer would like to go back to Council, there has been an anonymous donation of \$10,000 but they would like the city to match the amount or the donation will go away. If we did nothing to the tower it would be stable. On the other hand we need to get an estimate to see if the secondary beams should be replaced.

K. Reilly asked what the concern was.

Smith stated the concern was the referendum was worded would you like to see any tax dollars. The push was to focus on moving to the Friends of the Tower.

Blackmer stated that they went back to the nonbinding referendum seemed to be poorly written. There were other avenues they could have suggested or used. They have already invested \$100,000 in the water tower.

Andrea Svec is the president of the Whitewater Common Sense Group. Stated that TIF could be used for Landmarks.

Smith stated that we could ask if the tower was in a TIF District.

Dostie stated it is not.

Smith doesn't know how TIF's are formed at the details, but could ask city staff.

Svec asked how the referendum was written. Are we able to redo the referendum. If the answer is no, if we want to go back to Council. How can we get citizen's input. Can we do a door to door petition or other methods to get people to get involved? What would something like Friends of Tower do.

Smith stated it would be primarily fundraising.

Svec asked who would be responsibility for the tower upkeep.

Blackmer stated that we do not want take over the landmarks from the City. There is not enough local population, it is not over 5,000.

Svec is there a way to get State or Federal money to support these.

Blackmer stated that no there are no grants at this time. The administration would have to change. The next grant cycle, we would have to apply by September 12. They are more interested in developing historic district.

Smith stated that the referendum could be redone but it would have to be a significant change. The city is looking at get a survey done within the city on a number of items. That will be done next year. We could ask to be included.

Blackmer stated that we are not looking at a restoration but preservation work only. City Council directed the commission to raise private funds.

J. Reilly asked if we go back to Council what the plan would be.

Blackmer stated that the interior scaffolding is at an estimated cost \$9,000. There is no estimate on where the beams go into the stone work and what that repair work would cost.

Blackmer stated that there is a local option that has not been contacted for an estimate regarding work on the water tower.

Motion to bring to Council to get matching funds to the the anonymous donor.

Motion made by Board Member Reilly, Seconded by Council Representative O.Smith.

Voting Yea: Council Representative O.Smith, Board Member Blackmer, Board Member Reilly, Board Member Reilly

**Motion unanimous carried.**

3. Update on the historical gardens that were found next to Effigy Mounds. **(Alwin)**

Alwin absent will put on next agenda

4. Discussion and possible approval of new location for the bookcases from the Whitewater Memorial Library or recommendation to send to Council for disposal. **(Smith)**

Smith stated that there is not much to update. The move of the bookcase to the Anderson Library is now being organized by Kevin and archivists who are working together.

Blackmer stated that she would suggest that the bookcases be posted to the auction site for disposal.

Motion to Recommend to Common Council to send the bookcase to the State Auction site.

Motion made by Council Representative O.Smith, Seconded by Board Member Reilly.

Voting Yea: Council Representative O.Smith, Board Member Blackmer, Board Member Reilly, Board Member Reilly

**Motion unanimously carried.**

5. Updated on Hamilton House. **(Blackmer)**

Blackmer stated that the house is for sale at \$849,000. Before the Barber's purchased it a fraternity wanted to purchase it.

6. Discussion regarding the Historic District Banners. **(Blackmer)**

Blackmer stated the historic district banners were ordered sometime ago. The Landmarks Commission did that as a fundraiser. Currently they are in the wrong location. They are very faded. We received a grant from the Whitewater Community Foundation. It would be nice to replace them.

Smith asked if we knew if they Foundation would be interested in replacing them..

Blackmer stated we would have to write the grant.

Smith stated we should look at getting them moved to correct location in the future.

#### **FUTURE AGENDA ITEMS**

-Historical Gardens at Effigy Mounds

-Check in on Archivist bookcase

-Anonymous Donation for Water Tower

-Birge Fountain Concerns

-Bassett House 100th Celebration of WFWC Ownership and America 250 Celebration

-Community Education

#### **NEXT MEETING DATE OCTOBER 8, 2025**

#### **ADJOURNMENT**

Adjourned at 6:48 p.m.

**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.**



## Plan & Architectural Review Meeting

Whitewater Municipal Building Community Room,  
312 West Whitewater St., Whitewater, WI 53190  
\*In Person and Virtual

**Monday, September 08, 2025 - 6:00 PM**

### MINUTES

#### CALL TO ORDER AND ROLL CALL

Meeting called to order at 6:00 p.m.

#### PRESENT

Chairman, Councilmember Neil Hicks  
Board Member Bruce Parker  
Board Member Tom Miller  
Board Member Marjorie Stoneman  
Vice Chairman Lynn Binnie  
Board Member Lisa Dawsey Smith

#### ABSENT

Board Member Carol McCormick

#### STAFF

Allison Schwark, Zoning Administrator  
Mason Becker, Economic Development Director  
Llana Dostie Neighborhood Services Administrative Assistant

#### APPROVAL OF AGENDA

*A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

Motion made by Board Member Dawsey Smith, Seconded by Board Member Miller.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Vice Chairman Binnie, Board Member Dawsey Smith

#### HEARING OF CITIZEN COMMENTS

*No formal Plan Commission action will be taken during this meeting although issues raised may become a part of a future agenda. 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 Council discusses that particular item.*

None.

**CONSENT AGENDA**

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

1. Approval of Minutes of August 11, 2025

Binnie stated changes to the last missing to in Stoneman's clarification And the motion missing "to deed". Updated.

Motion made by Vice Chairman Binnie, Seconded by Board Member Parker.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Vice Chairman Binnie, Board Member Dawsey Smith

**PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL**

2. Consideration to Approve and Recommend to Common Council a change in the District Zoning Map to Rezone Parcel #/TRA 00049, /TRA 00050 and /TRA 00051 Washington Elementary School located at 506 E Main Street from R-2 (One and Two Family Residence District) to I (Institutional District).

Zoning Administrator Schwark explained this is very similar to the requests you saw at the last PARC meeting. This is for the Elementary school to change from the One and Two Family Residence District to the Institutional District. The district is working on future projects and looking to become more compliant with the zoning.

Binnie unfortunately the public notice has the wrong date on it. (The packet notice was wrong, notice to paper and residents had correct date).

Was glad to see a revision to the application that now has schools on there in addition to universities. Under Conditional Use the applicant checked the planned development and this is not a planned development and we don't need a conditional use for this rezone.

**Motion to approve with removal of the applicant's check for planned development.**

Motion made by Board Member Dawsey Smith, Seconded by Vice Chairman Binnie.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Vice Chairman Binnie, Board Member Dawsey Smith

**DISCUSSION/CONSIDERATION**

3. Conceptual Plan Review of possible subdivision to be located on Hale/Pearson Farm on Warner Road for Belinski Homes Parcel # /WUP 00332

Zoning Administrator Schwark stated this is a conceptual review only. We are not voting on anything tonight; this is the PARC opportunity to give feedback. This is a 99 lot residential subdivision. Approximately 33.5 acres. They are proposing minimum 6,000 sq feet lot sizes with front and rear setbacks of 20 feet and side yard setbacks of 8 feet. The development would include new infrastructure that includes sidewalks and a 60 foot ROW width. It appears on the conceptual review drawings that sidewalks are on both sides of the street. In their narrative they mention a possible exception for sidewalks, for only one side of the street. The applicant had originally proposed a PCD (Planned Development). After further review it is recommended the developer go with a rezone R1-s, which is our one family residence district small lots. It is for moderate density single

family dwellings. This is a zoning district that is already established in the City of Whitewater. And looking at the conceptual plans the development would already be in compliance with the R1-s One Family Small Lot Residence designation.

John Donovan with Belinski Homes stated as an Acquisition and Development Manager, I attended a housing forum asking developers for help for developments. He calls it attainable housing. Believes there is a shortage in attainable housing. Multi-family is not going to solve all the issues. This is not the easiest site for infrastructure. There will be a lift station and will need to cross wetlands. This will be built in phases. This approval process will take approximately 6 months. Willing to work with city for traffic studies.

Stoneman stated she felt it was a lot of traffic for Warner Road but if you had it going up to Breidsan Hill Drive. Glad you are considering other road options.

Bob Freiermuth W9625 Breidsan Hill Drive. The potential other entrance comes through my property. This secondary entrance will likely be the most used. Will decrease property in value. They are not even close to the value of their lots. City of Whitewater employees don't live here. This type of subdivision will not add very much value. I could possibly have 21 houses on my lot. You are going to disrupt our neighborhood and our road.

Bruce Eshelman W9625 Breidsan Hill Drive. This is the second time I have appeared in front in this committee for a subdivision in that field. Doesn't think that Breidsan Drive can handle the traffic. Which access point Warner or Breidsan would contain the most traffic. The whole subdivision is here. Which entrance will have the most traffic. Will you widen Breidsan Hill Drive- it is barely wide enough for two cars. You need to survey the area in the cost of using Breidsan Hill Drive. Can you support the water that this subdivision would require?

Megan Rupperecht W9667 Homburg Lane why do we have to create this subdivision right against rural lots. Can you look at other options?

Gary Kiger W9609 Breidsan Hill Drive asked about if the town has been asked, has there been a traffic study, does the city intend to annex the properties?

Joe Haverkamp W9589 Breidsan Hill Drive. Has several concerns about the roads. The city should use city resources. Has concerns about stormwater run off.

Julie Kollwelter W9665 Homburg Lane. Pressure on schools. Studies don't show life time value of infrastructure. The city already has a lot of underdevelopment of lots in the city. We average 1.95 per units on lots. There is a farm on Warner Road. We bought this land because we wanted to live in the country.

Jesus Serne N9602 Warner Road. The traffic on Warner is very difficult on Sunday. We chose to live in the country.

Cliff Floerke W9616 Breidsan Hill Drive. The traffic. If you drive in Breidsan Hill Drive there are a lot of tight corners on the road. The size of the lots don't fit any of the lots around. This is more of a trailer park.

Raquel Serne N9602 Warner Road. There is no bus service on Warner Road currently. The traffic is very high. You see deer every day on Warner.



Dawsey-Smith I wanted to just note that residential development is consistent with future land use for the City of Whitewater. It would be important for future maps to show the city limits and where they end. Road access needs to be addressed. The sidewalk questions will need to be answered when the applicant comes back.

Parker stated that he has a couple concerns one being the sidewalk issue. Would hope that the Parks Department really looks at the parkland. Agrees a traffic study should be done.

Binnie asked about where the city limits are?

Stoneman stated that it is important that we have affordable single family homes in our community. I think we need to make sure we do a study on the roads to make sure they are safe.

Hicks stated a traffic study would be something we would want to look at. Lot sizes if it fits with those around.

Economic Director Becker stated that if they meet the requirements for the lot sizes would hinge on whether a rezone is approved or not.

Zoning Administrator Schwark stated this property is not currently zoned agricultural use. This property is actually zoned for one and two family residence district.

Binnie stated that this property is not currently zoned R-1s and so it would require a rezone.

Zoning Administrator Schwark confirmed that this was correct.

4. Update on Royal Hounds.

Zoning Administrator Schwark stated this is a brief update on Royal Hounds. Unfortunately, Royal Hounds has not started the construction of their project that was previously approved through a Conditional Use through the PARC. This means that their Conditional Use permit is now null and void and they can't proceed with construction without first coming back to obtain Conditional Use Approval.

5. Discussion and possible action regarding approval to proceed with negotiations to acquire real estate for right-of-way purposes at the southeast corner of Franklin Street and W Main Street.

Brad Marquardt, Director of Public Works had a council member ask for this at a council meeting to review the intersection of Franklin Street and W Main Street. Strand was consulted and they developed a plan to improve that turning movement for semis at that intersection. The first step to acquire the property is for PARC to approve.

Binnie asked if this is a truck route.

Brad confirmed it was.

**Motion to approve to acquire property needed.**

Motion made by Board Member Dawsey Smith, Seconded by Board Member Parker. Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Vice Chairman Binnie, Board Member Dawsey Smith

## **FUTURE AGENDA ITEMS**

None.

**NEXT MEETING DATE OCTOBER 13, 2025.**

## **ADJOURNMENT**

Meeting was adjourned at 6:57 p.m.

Motion made by Board Member Stoneman, Seconded by Board Member Parker.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Vice Chairman Binnie, Board Member Dawsey Smith



# Community Development Authority Board of Directors

Whitewater Municipal Building Community Room,  
312 West Whitewater St., Whitewater, WI 53190  
\*In Person and Virtual

**Thursday, August 21, 2025 - 5:30 PM**

## MINUTES

### CALL TO ORDER

Meeting was called to order at 5:30 p.m. by Board Member Coburn, Co-Chair.

### ROLL CALL

#### PRESENT

Board Member Thayer Coburn  
Board Member Jon Kachel  
Board Member Joseph Kromholz - Virtual  
Council Representative Orin O.Smith  
Board Member Christ Christon  
Council Representative Brian Schanen

#### ABSENT

Board Member Kelsey Price

### INTRODUCTION OF NEW ECONOMIC DEVELOPMENT DIRECTOR

Board Member Coburn introduced Mason Becker, the new Economic Development Director.

Mason previously worked as the Economic Development Manager in Watertown, Wisconsin, and is a former colleague of Emily McFarland, our previous Interim Economic Development Director. He lives in Fort Atkinson and served on the Fort Atkinson City Council as President. Mason is a graduate of UW-Whitewater.

### CONFLICT OF INTEREST

*Would any board member wish to declare any known Conflict of Interest with the items presented on today's CDA Board Agenda?*

None.

### APPROVAL OF AGENDA

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Motion to approve the agenda made by Council Representative O.Smith, Seconded by Board Member Kachel.

Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon, Council Representative Schanen

### **CONSENT AGENDA**

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

Motion to approve the Consent Agenda made by Council Representative Schanen, Seconded by Council Representative O.Smith.

Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon, Council Representative Schanen

1. Approval of June 2025 Financial Statements
2. Approval of July 2025 Minutes
3. Update on Royal Hounds Property, tax key /A323600002 on Bluff Road

### **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.*

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None.

### **CONSIDERATIONS / DISCUSSIONS / REPORTS**

4. Review and take potential action on Innovation Center audio/visual equipment purchase  
  
The AV equipment in the major training room at the Innovation Center, Room 105 A/B, does not function consistently or efficiently. The city IT team and Media team assessed the situation, met with vendors, reviewed quotes and have suggested the attached quote as the right option to rectify this problem. This room is used by tenants and renters, and having it operate appropriately is important. Three quotes were received, one did not meet technical specifications. Of the two valid bids received, Marco is the lowest at \$17,160.19.  
  
Motion made to approve the proposal from Marco for improvements to the Innovation Center Room 105 A/B for the quoted amount of \$17,160.19, by Board Member Coburn, Seconded by Council Representative O.Smith.

Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz,  
Council Representative O.Smith, Board Member Christon, Council Representative  
Schanen

#### **FUTURE AGENDA ITEMS**

Update on Royal Hounds Property, tax key /A323600002 on Bluff Road in February 2026.

#### **ADJOURNMENT**

Motion to adjourn made by Board Member Coburn, Seconded by Council Representative O.Smith.

Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council  
Representative O.Smith, Board Member Christon, Council Representative Schanen

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.**



## Library Board of Trustees

Cravath Lakefront Conference Room  
312 W Whitewater St., Whitewater, WI, 53190  
\*In Person and Virtual

**Monday, September 15, 2025- 6:30 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:

***Join Zoom Meeting:***

<https://us02web.zoom.us/j/81666861728?pwd=dZYqXcUkiFaLckPIYENMLRutSknO2t.1>

**Meeting ID: 816 6686 1728**

**Passcode: p8EmnR3W**

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

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.

## MINUTES

**CALL TO ORDER at 6:31pm**

**ROLL CALL**

***Present:*** Jennifer Motszko, Tara McKenzie-Peotter, Doug Anderson, Elizabeth Miller, Steven Sahyun, Kathy Retzke

***Not Present:*** Camden Harlan

***Library Staff Present:*** Diane Jaroch (Director), Sarah French (Assistant Director)

***Others Present:*** Jared Olk and Mera Schaller from Miron Construction, Marisa Urbina from Studio GC

### APPROVAL OF AGENDA

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- **Jennifer Motszko moved, Steven Sahyun seconded the motion, the motion passed unanimously.**

**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. Approval of the minutes of the August 18, 2025 meeting
2. Approval of Payment of Invoices for August 2025
3. Acknowledgement of Receipt of August 2025 Statistical report
4. Acknowledgement of Receipt of Financial reports
5. Acknowledgement of Receipt of August 2025 Treasurer's reports

**Doug Anderson moved, Elizabeth Miller seconded the motion, unanimous yes**

**HEARING OF CITIZEN COMMENTS**

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- No citizen comments were voiced at this meeting.

**OLD BUSINESS**

6. Library Building Project general update

*(Diane Jaroch, Director)* Painting is mostly done, cabinets going in, some toilets went in to the public restrooms today!

*(Sarah French, Assistant Director)*

7. Discussion and possible action concerning the library's new logo design

*(Diane Jaroch, Director)*

*(Sarah French, Assistant Director)*

**NEW BUSINESS**

8. Update Oaths of Office
9. Discussion and possible action in the allocation of recent donation

*(Sarah French, Assistant Director)*

Edward Jones called, a patron passed away and left a \$97,000 donation to the library, the deceased patron did not want a public announcement made about the donation.

Steven Sahyun brought up that we could consider making it into an endowment, where it could be used in perpetuity, it becomes a continual gift. It's large enough that it could be split half and half: half to endowment, half to building project. We could look into what type of return the endowment could get. Diane asked if we still have our original endowment fund. Jennifer said we do not. Sarah said endowments are typically run through a foundation, and there used to be a foundation, but it no longer exists. We don't believe the "Friends of the Library" could run the foundation.

Doug Anderson motioned to take the gift and place it into the money market account with American Deposit Management and explore opportunities to put some of the gift into an endowment. Elizabeth Miller seconded, and the motion passed unanimously.

10. Discussion and possible action to modify the AIA construction project contract

Marisa Urbina shared the construction project cost document. In 2023, project cost of \$6 million was the target. In July 2025, Studio GC presented a document, DSPS, installation of additional sprinklers and combustible protection systems. Drywall work, removing random plywood and 2x4's, amounted to delay in construction (additional work to be done within sequencing).

Steven Sahyun moved to allow modifications via change order to the AIA A101 contract between owner and contractor to extend the construction completion date to Friday, November 21, 2025. The motion was seconded by Doug Anderson and unanimously carried.

Doug Anderson motioned to allow modifications via change order to the AIA A101 contract between owner and contractor to extend the contract sum to an additional amount not-to-exceed \$175,000. Steven Sahyun seconded the motion, the motion passed unanimously.

11. Review and approval of the Social Media Policy

Diane and Sarah will send the policy to the City of Whitewater's attorney for review, and we will vote on approval at an upcoming meeting.

**CONSIDERATIONS / DISCUSSIONS / REPORTS**

12. Library Director's report (*Diane Jaroch, Director*)

New Trustees signed Oaths of Office

Diane will be attending the Jefferson County Budget meeting this coming Wednesday.

Opt-in library card project with WUSD had 1,119 opt-ins! Library cards will start going out soon!

13. Assistant Director's report (*Sarah French, Assistant Director*)

Sarah is writing procedures, has given staff opportunity to discuss and collaborate on the procedures.

Bridges will not offer their grant for strategic planning next year. We will discuss more about strategic planning at October meeting, consider whether we need a consultant to guide the process.

Library Gardening Club, gardening programs have been popular in the past, some openings left in the landscaping allow room to garden

14. Youth Educational Services report



Reps from the Whitewater Public Library attended orientation/registration events at UW-Whitewater Children's Center and the WUSD Whippet Welcome.

15. Bridges Library System Staff reports
16. Board reports

**FUTURE AGENDA ITEMS:** Social Media Policy, Logo designs, Discussing Strategic Planning

**CONFIRMATION OF NEXT MEETING** Monday, October 20<sup>th</sup> at 6:30 pm

**ADJOURNMENT** at 8:03 pm

Anyone requiring special arrangements is asked to call the Library (262-473-0530) at least 72 hours prior.



## Library Board of Trustees

Cravath Lakefront Conference Room  
312 W Whitewater St., Whitewater, WI, 53190  
\*Virtual Only

**Monday, October 6, 2025- 6:30 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:

***Join Zoom Meeting:***

<https://us02web.zoom.us/j/89973138404?pwd=bdJqKijauHAVsfppKpeYDQbTDfl9Ja.1>

**Meeting ID:** 899 7313 8404

**Passcode:** 18vBNQbH

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

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.

### MINUTES

**\*VIRTUAL ONLY\***

#### CALL TO ORDER

6:32 p.m.

#### ROLL CALL

Jennifer Motszko, Tara McKenzie-Peotter, Doug Anderson, Kathy Retzke, Steven Sahyun

***Not Present:*** Elizabeth Miller, Camden Harlan

***Library Staff Present:*** Diane Jaroch (Director), Sarah French (Assistant Director)

#### APPROVAL OF AGENDA

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#### HEARING OF CITIZEN COMMENTS

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*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.*

**NEW BUSINESS**

1. Discussion and possible action of the four proposed library logos from LimeGlow Design

Review and discussion of logo design concepts. Colors, typefaces, design considerations discussed.

Community member Jessica Coburn stated that she is glad we're rejecting the first two, super excited about the new library and the new name.

Logo 4 received positive feedback but needs revisions to simplify design and add color.

Suggestion to add a graphic to represent the Makerspace, such as gears.

Reviewed Brookfield Library's logo.

Sarah will take suggestions back to LimeGlow Designs for a revision.

**ADJOURNMENT at 7:07pm**

**Moved by Doug Anderson, seconded by Kathy Retzke**

Minutes submitted by Sarah French



## Urban Forestry Commission

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

**Monday, March 24, 2025 - 5:30 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:

Topic: Urban Forestry Commission

Time: Mar 24, 2025 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86740339960?pwd=Vq2Y4CsbTA4vMOaVliqno7Tz0JxQWx.1>

Meeting ID: 867 4033 9960

Passcode: 110869

One tap mobile

+13126266799,,86740339960#,,,,\*110869# US (Chicago)

**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.**

## MINUTES

### CALL TO ORDER

Meeting called to order by Chairperson Alt at 5:32

### ROLL CALL

#### PRESENT

Chairperson Nick Alt

Board Member Kerry Katovich Arrived at 5:35

Board Member Joshua Kapfer Arrived at 5:35

Board Member Sherry Stanek

Board Member Bill Chandler

Board Member Carol McCormick

#### ABSENT

Council Representative Brienne Brown

#### OTHERS PRESENT

City Forester Andrew Beckman

City Staff Kevin Boehm  
Citizen David Stone

### **APPROVAL OF AGENDA**

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Motion made by Board Member Stanek, Seconded by Board Member McCormick.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member McCormick, Board Member Chandler, Chairperson Alt, Board Member Stanek.

### **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. Minutes of January 27, 2025.
2. Minutes of February 24, 2025.

Motion made by Board Member McCormick, Seconded by Board Member Stanek.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member McCormick, Board Member Chandler, Chairperson Alt, Board Member Stanek.

### **HEARING OF CITIZEN COMMENTS**

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None

### **TREASURER'S REPORT**

3. Treasurer's Report

Treasurer Stanek reported a balance of 905.25

4. Update on segregating funds between City and Urban Forestry Commission.

Chairperson Alt gave a report stating the commission has to absolutely has to close the existing bank account because it has the city EIN number associated to it. Options are to open a new account not associated with the city. Or to deposit the funds with the City Finance Department into fund 245. The funds will be available for the commission to use.

## STAFF REPORT

Beckman provided a staff report stating crews are trimming trees and some removals. Staff will be performing stump grindings as weather allows. Staff have been doing GIS tree inventory.

## CONSIDERATIONS / DISCUSSIONS / REPORTS

5. Discussion and possible action to make Kerry Katovich a permanent member of the commission.

Motion made by Chairperson Alt, Seconded by Board Member Chandler.

Voting Yea: Board Member Kapfer, Board Member McCormick, Board Member Chandler, Chairperson Alt, Board Member Stanek.

Abstain: Board Member Katovich

6. Discussion and possible approval of updated Landscape plan for Martin Bower located at 411 N Newcomb Street.

Motion made by Board Member Stanek to recommend to the Planning Commission approve plan with the addition of a screen around the generator per the planning guidelines, Seconded by Board Member McCormick.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member McCormick, Board Member Chandler, Chairperson Alt, Board Member Stanek.

7. Discussion and possible action on retaining the stump and replacing all signage at the Territorial Oak until a time when rot or hazard dictates removal of the stump.

Motion made by Board Member Stanek to leave the stump until the current forester deems the stump unsafe and directs city staff to re-install the signage that was removed from the tree and immediate area, Seconded by Board Member McCormick.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member McCormick, Board Member Chandler, Chairperson Alt, Board Member Stanek.

8. Discussion and possible approval of final revision of the City of Whitewater, Landscape Design Guidelines and Standards.

Motion made by Board Member Stanek, Seconded by Board Member Chandler.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member McCormick, Board Member Chandler, Chairperson Alt, Board Member Stanek.

Motion made by Chairperson Alt to amend the original motion to ensure that White Oak is added to the approved list, seconded by Board Member Katovich.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member McCormick, Board Member Chandler, Chairperson Alt, Board Member Stanek.

## TREE CITY

9. Discussion on how is funding going to be secured on a continual basis for the future?

Motion made by Board Member Stanek to table the item and add the item as a future agenda item with no date set, Seconded by Board Member McCormick.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member McCormick, Board Member Chandler, Chairperson Alt, Board Member Stanek.

10. Discussion and possible action regarding 2025 Tree Sale

A. Amount to spend on trees.

B. Making sure order contains more of what people are requesting.

Chairperson Alt stated that this item is already complete.

11. Discussion on website updates for 2025 Tree Sale

Chairperson Alt stated that this item is already done.

12. Discussion on advertising for Tree Sale

Board Member Stanek gave an update on signage, banners and 4x4 signs, and bookmarks. Boehm stated that he will get permission from Code Enforcement to install the signage at the city entrances.

13. Discussion on payment of Arboretum website domain.

Boehm presented an issue with billing for the domain name and he needs access to the receipt to ensure proper payment.

## BIRD CITY

Board Member Chandler gave an update on the Purple Martin houses and gave a written report that is attached.

## FUTURE AGENDA ITEMS

- Bird Fair **STANEK**
- Setting a date for a volunteer work day at the Arboretum. Picking up sticks, remove straps and stakes, light pruning, and installation of mulch. **ALT**
- Discussion on how funding is going to be secured on a continual basis for the future.

## ADJOURNMENT

Moved by Board Member McCormick, Seconded by Stanek to Adjourn.

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.**

**Bird City Report**  
**3/24/25**

Martins. The Landlords at the 3 city-owned and 3 privately-owned houses were notified to uncover their houses, clean out nests, and tape over holes on the east, north, and west sides to attract less sparrows until the Martins arrive. The city-owned covers have been removed and stored in the city garage. All landlords were asked to run off the data sheet from the Purple Martin website to keep a record of arrival, laying, and fledging and send the data directly to the PM association at the end of the season.

Sparrows Sparrows were observed at Clay Street, so a trap was set by the landlord. The privately-owned Martin houses at Fremont Street always has an infestation of sparrows. The only solution is a repeating sparrow trap. However, the owner balks at the cost.

Bluebirds 4 of 7 Bluebird houses had living mice in them. 2 Mouse traps were baited and set under the houses to hopefully catch mice as they climb the pole.

International Children's Day. I asked and Miguel confirmed we have a table at the event, which is Saturday, April 12 at Lincoln School. Information about trees and a video of Chimney Swifts descending into the Whitewater Middle School will be shown.

Bill Chandler





## Urban Forestry Commission

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

**Monday, July 28, 2025 - 5:30 PM**

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

Topic: Urban Forestry Commission

Time: Jul 28, 2025 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82152804858?pwd=Dv009gV9zzhbMcLx1Y3zETxLfyZ4bD.1>

Meeting ID: 821 5280 4858

Passcode: 525352

Dial by your location

- +1 312 626 6799 US (Chicago)

**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

Meeting called to order by Chairperson Alt at 5:30

### ROLL CALL

#### PRESENT:

Chairperson Nick Alt

Board Member Sherry Stanek

Board Member Joshua Kapfer

Board Member Kerry Katovich

Board Member Bill Chandler

Board Member Marjorie Stoneman (Online)

#### ABSENT:

None

#### OTHERS PRESENT:

City Staff Kevin Boehm

**APPROVAL OF AGENDA**

*A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

Motion made by Board Member Stanek, Seconded by Chairperson Alt to approve agenda with moving items 9, 10, 11 to the top of the agenda.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

**CONSENT AGENDA**

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

None

**HEARING OF CITIZEN COMMENTS**

*No formal Commission 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 Commission 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.***

None

**CONSIDERATIONS / DISCUSSIONS / REPORTS**

9. Update on Bird City. **Chandler**

Chandler gave a report on the Purple Martin fledging's. He stated that the Chimney at the Whitewater Middle School has been listed on the DNR's list of Chimney Swift roosting chimneys. The Chimney Swift event will be called the Swift Night Out: Dive at Dusk and will be held on August 30, 2025

10. Discussion and possible action on hosting a Bird Fair. **Chandler**

Discussion was had, Sherry will check with Hoo's Woods and Joshua will check with fellow Mortals to see if there is availability for either organization to come do a bird presentation and the costs associated with it. No action taken.

11. Discussion and possible action on doing a bird of the year this year.

Discussion was had on combining the bird of the year and the Bird Fair into one event. No action taken.

1. Discussion and possible action on a work day at the Arboretum. **(ALT)**

Alt led discussion on the need of working at the Arboretum, no one was interested in taking this task on and leading the creation of a work day.

Motioned by Chairperson Alt and seconded by Board Member Stanek to table this discussion to the August meeting.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

2. Discussion and possible action on a education piece for the Whitewater Banner why the Bradford pear should not be used in plantings and the environmental impact of using them. **(ALT)**

Discussion was had on the environmental impact of Bradford Pears and other pears being invasive and spreading.

Motioned by Board Member Joshua to have Joshua contact Wes Everline and see if one of his students or interns could do some research and write an article regarding Bradford Pear trees in our local environment. Seconded by Chairperson Alt.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

3. Discussion and possible action on the use of Tree Sale funds to pay to remove Bradford Pear trees from the city landscape & replace with alternatives. **(ALT)**

Motioned by Board Member Stanek and seconded by Chairperson Alt to table discussion until August's meeting to allow the city forester to determine what the cost would be to remove and replace a Bradford pear tree.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

4. Discussion and possible action on education session at the Arboretum.

Motioned by Board Member Stanke and seconded by Board Member Kapfer to have Chairperson Alt contact Jim Neiss to see if he will develop an education program and table discussion until August's meeting.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

5. Discussion and possible action on funding ideas for the Arboretum. **(ALT)**

Discussion was had, no action taken.

6. Discussion and possible action on natural playground at Starin Park. **(Stanek)**

Stanek will discuss the possibility of Russ Walton creating something from the tree. Kapfer will look into if the DNR station and Stanek will contact Old World Wisconsin would be interested in the tree.

7. Discussion and possible approval of a 2026 Tree Sale. **(ALT)**

Motioned by Board Member Stanek and seconded by Board Member Kapfer to table discussion until August meeting.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

8. Update on progress identifying all the trees in town.

No action taken.

12. Discussion and possible action on outreach to the community to see if there is interest in putting up a Purple Martin House in Skyway Park. **(ALT)**

Chairperson Alt will communicate with neighborhood members to gauge interest and bring back to a future item.

#### **FUTURE AGENDA ITEMS**

#### **ADJOURNMENT**

Meeting was adjourned at 6:41

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.**



## Urban Forestry Commission

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

**Monday, August 25, 2025 - 5:30 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:

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.

1. Topic: Urban Forestry Commission  
Time: Aug 25, 2025 05:30 PM Central Time (US and Canada)  
Join Zoom Meeting  
<https://us02web.zoom.us/j/88529480331?pwd=O8ujJsf9tOZN1D7fN1iypKnAZjOmXS.1>

Meeting ID: 885 2948 0331  
Passcode: 648772

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One tap mobile  
+13126266799,,88529480331#,,,,\*648772# US (Chicago)

## AGENDA

### CALL TO ORDER

Meeting called to order by Chairperson Alt at 5:30

### ROLL CALL

#### PRESENT:

Chairperson Nick Alt  
Board Member Sherry Stanek  
Board Member Joshua Kapfer  
Board Member Kerry Katovich  
Board Member Bill Chandler  
Board Member Marjorie Stoneman (Online)

#### ABSENT:

None

**OTHERS PRESENT:**

City Staff Kevin Boehm

**APPROVAL OF AGENDA**

*A commission member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Commission to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

Motion made by Board Member Kapfer, Seconded by Board member Chandler to approve agenda.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

**CONSENT AGENDA**

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

2.

Urban Forestry Commission meeting minutes from July 28, 2025

Motion made by Board Member Kapfer, Seconded by Board member Stanek to approve minutes as presented.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

**HEARING OF CITIZEN COMMENTS**

*No formal Commission 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 Commission 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.***

None

**STAFF REPORT**

City Forester Andrew Beckman gave a report stating staff have been responding to work orders as they come in with tree pruning, hazard tree removal, new tree watering and stump grinding. 5 trees were lost from this years spring plantings, 3 were warrantied by the nursery.

**CONSIDERATIONS / DISCUSSIONS / REPORTS**

3. Discussion and possible action on a work day at the Arboretum.  
It was discussed and determined that there would be a work day scheduled for the community on September 27, 2025 from 10-12noon, meet at the Generac shelter.
4. Discussion and possible action on an education piece for the Whitewater Banner why the Bradford pear should not be used in plantings and the environmental impact of planting them.  
Kapfer will work with a graduate student to create an article to publish an article and will get a timeline to the student.
5. Discussion and possible action on the use of Tree Sale funds to pay to remove Bradford Pear trees from the city landscape & replace with alternatives.  
City Forester provided a cost estimate of \$3,295 to remove a tree due to the hazards associated with power lines and street locations. It was decided that this would not be in the best interest of the groups funds.
6. Discussion and possible action on education session at the Arboretum.  
Chairperson Alt will communicate with Jim Neiss to provide an education discussion and return at the next meeting with potential topics and Jim's availability.
7. Discussion and possible action on funding ideas for the Arboretum.  
Chairperson Alt suggested contacting Walmart, Generac and Kwik Trip for donations to the Arboretum. Staff member Boehm suggested coming up with a plan to determine the needs of the Arboretum before asking for funding. Stanek will look at organizations that may contribute and any associated deadlines for pathways, educational signage and tree identification tags.
8. Discussion and possible action on what to do with wood from Territorial Oak.  
Chairperson Alt made a motion to have Board Member Stanek to work with Russell Walton and come up with a plan to move forward with doing something with the wood from the Territorial Oak. Seconded by Board Member Stoneman.  
  
Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.
9. Discussion regarding having controlled burns in city parks.  
Boehm will work with the fire department to perform controlled burns at both his and their discretion when there is enough fuel to perform a quality burn.

**TREE CITY**

10. Discussion and possible action on holding a tree sale in 2026.  
Board member Stanek made a motion to hold a tree sale in 2026 on Arbor Day and that weekend. Seconded by Chairperson Alt.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

Discussion was had on the number of trees to purchase for the tree sale in 2026. Chairperson Alt made a motion to purchase 500 trees for the 2026 Tree Sale. There was no second so motion failed.

Board member Stanek made a motion to purchase the same number of trees as were purchased in 2025. Seconded by Board member Chandler.

Voting Yea: Board Member Stanek, Board Member Chandler, Board Member Stoneman. Voting Nay:, Board Member Kapfer, Board Member Katovich, Chairperson Alt.

Motion failed due to tie vote.

Motioned by Katovich to purchase 400 trees at the 2026 tree sale. Seconded by Chairperson Alt.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Chandler, Chairperson Alt. Voting Nay: Board Member Stanek and Board Member Stoneman,

Motion passed.

11. Update on progress identifying all the trees in town.

City Forester Beckman and staff member Boehm have indicated that funds have been requested in the 2026-2027 City budget to contract to have all city street trees GIS located and identified. If those funds are approved, the city will apply for Wisconsin DNR grants to cost share that project.

## **BIRD CITY**

12. Update on Bird City.

Board Member Chandler gave a report covering Chimney Swifts and the Swift Night Out covering #12, 13, 14. He gave details for the upcoming event, including the School District is assisting with the coordination of the event including promoting the event to students. He also gave a report on the Purple Martin's and Martin houses in the community and stated there is still room for additional birds to nest in all houses. Chandler and Boehm will work together to update the city and parks department websites.

13. Discussion and possible action on hosting a Bird Fair.
14. Discussion on Swift Night Out: Dive at Dusk on August 30, 2025.
15. Discussion and possible action on outreach to the community to see if there is interest in putting up a Purple Martin House in Skyway Park.

Discussion was had and Board member Chandler stated there is room for additional birds in all city owned houses and should be good for the next several years. Chairperson Alt



will reach out to residents to see if they want to support an additional birdhouse in the Skyway Park when he has time.

#### **FUTURE AGENDA ITEMS**

None

#### **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.**



## Parks and Recreation Board Meeting

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

**Wednesday, September 17, 2025 - 5:30 PM**

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

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.

1. Topic: Park and Recreation Board  
Time: Sep 17, 2025 05:30 PM Central Time (US and Canada)  
Join Zoom Meeting  
<https://us02web.zoom.us/j/81248207137?pwd=jkZ8tNaJCmpzbCH8prnE1KWaqAjGMS.1>

Meeting ID: 812 4820 7137  
Passcode: 388004

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One tap mobile  
+19292056099,,81248207137#,,,,\*388004# US (New York)  
+13017158592,,81248207137#,,,,\*388004# US (Washington DC)

Join instructions  
[https://us02web.zoom.us/join/81248207137?signature=9NG7kLNjdAmZV6b4Al3\\_d571tq8jAftkA6U1\\_jCXORQ](https://us02web.zoom.us/join/81248207137?signature=9NG7kLNjdAmZV6b4Al3_d571tq8jAftkA6U1_jCXORQ)

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## AGENDA

### CALL TO ORDER

Called to order by Chairperson Ryan at 5:30pm.

### ROLL CALL

Members: Steve Ryan, Stephanie Hicks, Neil Hicks, Kathleen Fleming, Dan Fuller, Mike Kilar, Mike Dowden, Deb Weberparl, UWW Vacant, Alternate Vacant.

Staff: Kevin Boehm (Director), Michelle Dujardin (Assistant Director), Vacant (WAFC Manager), Jennifer Jackson (Adult Program Coordinator), Michael Maas (Youth Program Coordinator)

Members present: Chairperson Ryan, Vice Chair S. Hicks, N. Hicks, Flemming, Fuller, Kilar, Dowden, Weberpal, Ahrens

Others Present: Staff member Kevin Boehm, resident David Stone.

### **APPROVAL OF AGENDA**

*A board member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the board to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

Motioned by Fuller to approve the agenda as written. Seconded by S. Hicks. Voice vote: Aye

### **CONSENT AGENDA**

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

2. Park and Recreation Board Minutes from August 20, 2025.

Motioned by Weberpal to approve the Consent Agenda. Seconded by N Hicks. Voice vote: aye

### **HEARING OF CITIZEN COMMENTS**

*No formal board 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 board discusses that particular item.*

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None

### **REPORTS**

3. Director's Report

### **CONSIDERATIONS / DISCUSSIONS / REPORTS**

4. Annual Review of Recreational Program Fee Policy

Board members directed Boehm to review other agencies non-resident rates and follow suit as well as not charge non-resident rates for programs that do not make in other communities but the participants can join our program to allow our program to make. Such as baseball programs that are based on a specific player amount to allow the

children to make. Additional request was to specifically place language into the policy to affect the WAFC and to also include adjusting the review time from annual to every 5 years.

5. Continuation of Parks and Open Space Plan work. Incorporating survey results, site visits, and staff recommendations into individual site recommendations.

Boehm gave a review of the Parks and Recreation Open Space Plan as a final rough draft, explained that he would bring the plan back to the board in October as a final plan and asked for any further input from board members to be sent to him as soon as possible.

## **FUTURE AGENDA ITEMS**

## **ADJOURNMENT**

Meeting was adjourned at 6:21pm.

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.**



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## Plan and architectural review commission

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**From** Lisa Dawsey <ldawsey06@gmail.com>

**Date** Wed 10/22/2025 10:02 AM

**To** Llana Dostie <ldostie@whitewater-wi.gov>


You don't often get email from ldawsey06@gmail.com. [Learn why this is important](#)

Good day,

Due to my impending relocation please consider this my formal resignation from the PARC. It has been an honor to serve the community in this capacity.

Kind regards,

Lisa Marie D. Smith

|   |   |
|---|---|
|  | Common Council Agenda Item  |
| Meeting Date:   | November 4, 2025  |
| Agenda Item:  | Library Exception Resolution-Consent Agenda   |
| Staff Contact (name, email, phone):   | Heather Boehm, <a href="mailto:hboehm@whitewater-wi.gov">hboehm@whitewater-wi.gov</a> |

|   |
|---|
| <b>BACKGROUND</b><br>(Enter the who, what when, where, why) |
|---|

At the October 7, 2025, Council meeting, the Council approved the Jefferson County Exemption from County Library Tax in the Consent Agenda. This is the same resolution, just for Walworth County.

|  |
|--|
| <b>PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS</b><br>(Dates, committees, action taken) |
|--|

None

|   |
|---|
| <b>FINANCIAL IMPACT</b><br>(If none, state N/A) |
|---|

None

|                             |
|-----------------------------|
| <b>STAFF RECOMMENDATION</b> |
|-----------------------------|

Approve the Resolution Requesting Exemption from Walworth County Library Tax.

|   |
|---|
| <b>ATTACHMENT(S) INCLUDED</b><br>(If none, state N/A) |
|---|

1. Resolution Requesting Exemption from County Library Tax.

Resolution Requesting Exemption from County Library Tax

WHEREAS the Walworth County Board has established a county library service and levies a county library tax as authorized under Section 43.57 (3) of the Wisconsin Statutes, and

WHEREAS Section 43.64 (2) (b) of the Wisconsin Statutes provides that a village or city is exempt from the county library tax if it levies a tax for public library service and appropriates and expends for a library fund as defined by s.43.52 (1) during the year for which the county tax levy is made a sum at least equal to the county library tax rate in the prior year multiplied by the equalized valuation of the property in the city or village for the current year, and

WHEREAS the City of Whitewater will, in 2026, appropriate and expend an amount in excess of that calculated above,

NOW THEREFORE BE IT RESOLVED that the City of Whitewater hereby requests of the Walworth County Board of Supervisors that the City of Whitewater be exempted from the payment of any tax for the support of the County Library Service as provided in Section 43.64 (2).

BE IT FURTHER RESOLVED that copies of this resolution will be forwarded by the city clerk to the following parties:

WALWORTH COUNTY TREASURER'S OFFICE  
ATTN: PAIGE SAWAR  
100 W. WALWORTH STREET  
ELKHORN WI 53121

Fiscal Note:


Estimated Municipal 2026 Library Appropriation \$\_\_\_469,370\_\_\_\_\_

Date Passed:\_\_\_\_\_

Vote: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title of Person Signing

|   |   |
|---|---|
|  | Council Agenda Item   |
| Meeting Date:   | 11/04/2025  |
| Agenda Item:  | Speed Data – Indian Mound Pkwy.   |
| Staff Contact (name, email, phone):   | Dan Meyer<br><a href="mailto:dmeyer@whitewater-wi.gov">dmeyer@whitewater-wi.gov</a><br>262-473-1371 |

#### BACKGROUND

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

The police department speed board was placed on Indian Mound Pkwy in October with the results shown below:

#### **300 block of Indian Mound Pkwy N/B Traffic (October 17-21):**

Documented speeds of northbound traffic on Indian Mound Pkwy. (25 mph zone). Data collected on a total of 5,691 vehicles. The following is a summary:

- Average vehicle speed was 24.97 mph
- 0.5% of vehicles (29 of 5,691 vehicles) were traveling 10mph or more over the speed limit (35+)
- 0.03% of vehicles (2 of 5,691 vehicles) were traveling 20mph or more over the speed limit (45+)

#### **300 block of Indian Mound Pkwy S/B Traffic (October 21-24):**

Documented speeds of southbound traffic on Indian Mound Pkwy. (25 mph zone). Data collected on a total of 4,763 vehicles. The following is a summary:

- Average vehicle speed was 24.57 mph
- 0.1% of vehicles (5 of 4,763 vehicles) were traveling 10mph or more over the speed limit (35+)
- 0.02% of vehicles (1 of 4,763 vehicles) were traveling 20mph or more over the speed limit (45+)

#### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

#### FINANCIAL IMPACT

(If none, state N/A)

N/A

#### STAFF RECOMMENDATION

N/A

#### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Traffic Summary and Speed Graphs



Place Currently Not Set  
Traffic Survey Summary

Location: 300BLK Indian Mound Pkwy  
Start Date: 10/21/2025  
End Date: 10/24/2025

Zone: Residential  
Start Time: 16:32:09  
End Time: 15:49:08  
Travel Direction: S

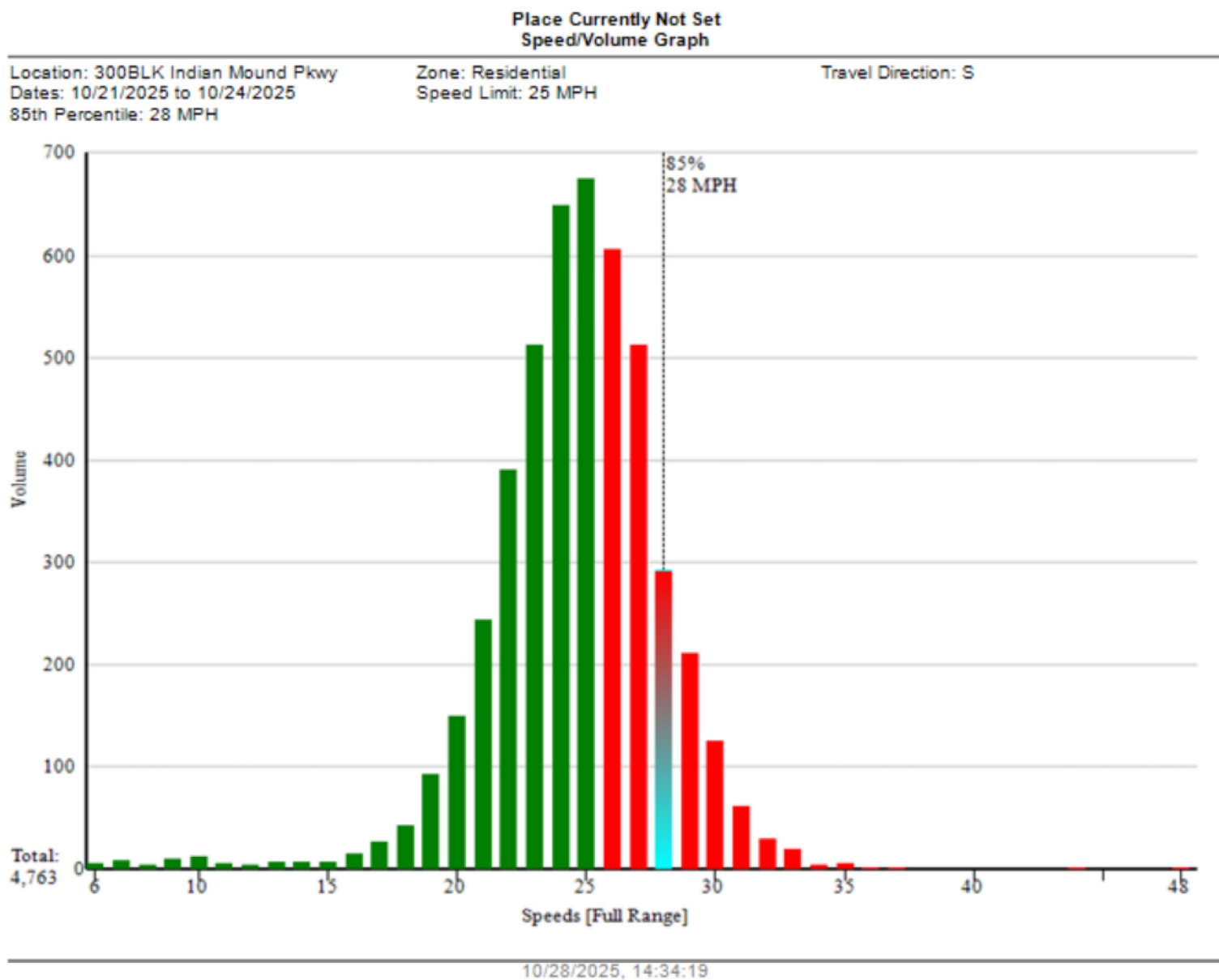
| Speed      | 1 - 19 | 20 - 21 | 22 - 23 | 24 - 25 | 26 - 27 | 28 - 29 | 30 - 31 | 32 - 33 | 34 - 35              | 36 - 37 | 38 - 39 | 40 - 999 |
|------------|--------|---------|---------|---------|---------|---------|---------|---------|----------------------|---------|---------|----------|
| Volume     | 260    | 394     | 905     | 1325    | 1119    | 504     | 188     | 51      | 11                   | 3       | 0       | 3        |
| % of Total | 5.45%  | 8.27%   | 19%     | 27.81%  | 23.49%  | 10.58%  | 3.94%   | 1.07%   | 0.23%                | 0.06%   | 0%      | 0.06%    |
|            |        |         |         |         |         |         |         |         | Total Vehicles: 4763 |         |         |          |

| Speed Statistics |       | 10 MPH Pace    |          | Number Exceeding Limit |        |      |       |        |
|------------------|-------|----------------|----------|------------------------|--------|------|-------|--------|
| Posted           | 25    | Pace Speed     | 20 to 29 | Speed                  | 25+    | 35+  | 45+   | Total  |
| #At/Under Limit  | 2884  | #In Pace       | 4247     | Number                 | 1673   | 5    | 1     | 1679   |
| #Over Limit      | 1879  | % In Pace      | 89.16%   | Percent                | 39.32% | 0.1% | 0.02% | 39.44% |
| Average Speed    | 24.57 | 85% Percentile | 28       |                        |        |      |       |        |

10/28/2025, 14:35:31



MSFT +2.35%



Place Currently Not Set  
Traffic Survey Summary

Location: 300BLK Indian Mound Pkwy  
Start Date: 10/17/2025  
End Date: 10/21/2025

Zone: Residential  
Start Time: 17:33:02  
End Time: 16:21:57  
Travel Direction: N

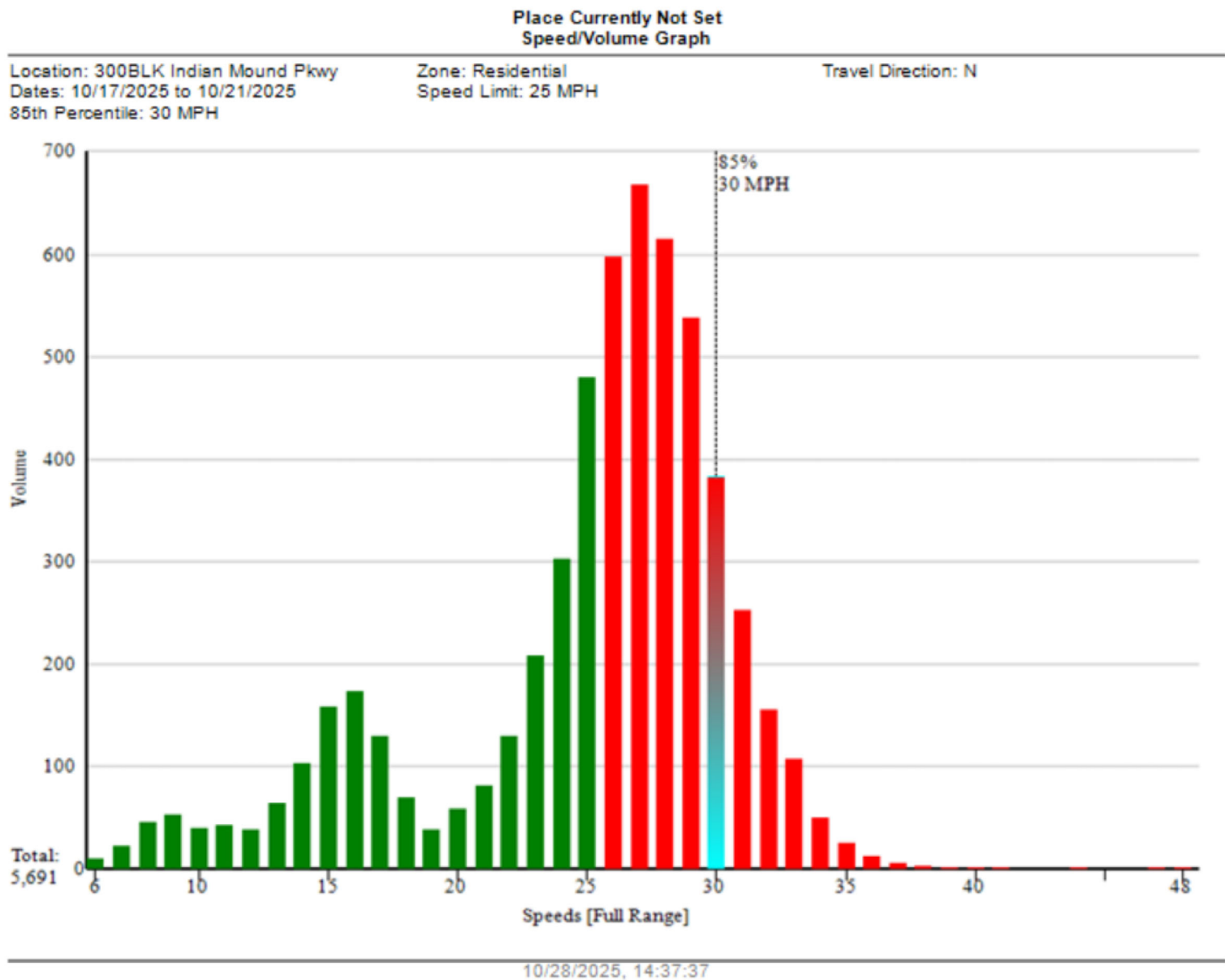
| Speed      | 1 - 19 | 20 - 21 | 22 - 23 | 24 - 25 | 26 - 27 | 28 - 29 | 30 - 31 | 32 - 33 | 34 - 35              | 36 - 37 | 38 - 39 | 40 - 999 |
|------------|--------|---------|---------|---------|---------|---------|---------|---------|----------------------|---------|---------|----------|
| Volume     | 1000   | 141     | 339     | 783     | 1266    | 1153    | 637     | 263     | 78                   | 21      | 4       | 6        |
| % of Total | 17.57% | 2.47%   | 5.95%   | 13.75%  | 22.24%  | 20.26%  | 11.19%  | 4.62%   | 1.37%                | 0.36%   | 0.07%   | 0.1%     |
|            |        |         |         |         |         |         |         |         | Total Vehicles: 5691 |         |         |          |

| Speed Statistics |       | 10 MPH Pace    |          | Number Exceeding Limit |        |      |       |        |
|------------------|-------|----------------|----------|------------------------|--------|------|-------|--------|
| Posted           | 25    | Pace Speed     | 23 to 32 | Speed                  | 25+    | 35+  | 45+   | Total  |
| #At/Under Limit  | 2263  | #In Pace       | 4204     | Number                 | 3397   | 29   | 2     | 3428   |
| #Over Limit      | 3428  | % In Pace      | 73.67%   | Percent                | 59.69% | 0.5% | 0.03% | 60.23% |
| Average Speed    | 24.97 | 85% Percentile | 30       |                        |        |      |       |        |

10/28/2025, 14:37:46



NVDA +5.94%



NVDA +5.94%



# Proclamation

**WHEREAS**, American Indian and Alaska Native Heritage Month is an opportunity to learn about the rich cultures, histories, and contemporary issues facing Native American and Alaska Native peoples; and

**WHEREAS**, the observation began in 1986 to have a day to honor Native Americans as a recognition of American Indian Week by President Ronald Reagan, but was expanded by President George W. Bush in 1990 as proclaiming November to be National American Indian and Alaska Native Heritage Month calling upon Federal, State and local Governments, groups and organizations and the people of the United States to observe such month with appropriate programs, ceremonies and activities; and

**WHEREAS**, the 2020 U.S. Census estimates that slightly over .3% of Whitewater's population are American Indian and Alaska Native residents; and

**WHEREAS**, 1% of the students in the Whitewater Unified School District identify as American Indian and Alaska Native; and

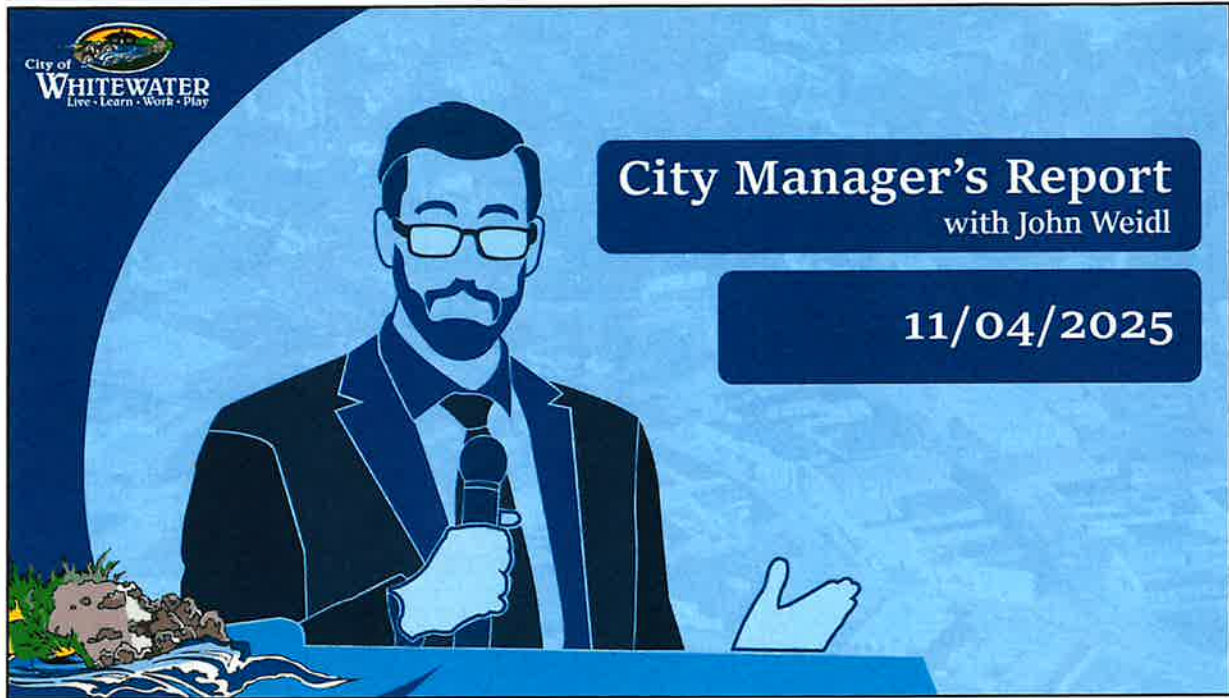
**WHEREAS**, .3% of the students at the University of Wisconsin-Whitewater in Whitewater, Wisconsin, identify as American Indian and Alaska Native; and

**WHEREAS**, the City of Whitewater joins the rest of the nation in recognizing the unique and vital role in our economy, workforce, education, and faith communities these American Indian and Alaska Native residents contribute.

**NOW, THEREFORE**, I, **John Weidl, City Manager of the City of Whitewater, Wisconsin** proclaims the month of November 2025 as National Native American Heritage Month in the City of Whitewater and encourages residents to observe this month. Presented this 4<sup>th</sup> day of November 2025.

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**John Weidl, City Manager of Whitewater**







## Department of Public Works



### Construction Projects

- **Well 7 Modification:** The contractor has been on site removing asbestos containing material on the reservoir tank before the demolition and removal. Internal piping in the water facility has been removed and modified. The filter tank had the filter media removed, tank cleaned, and new filter media installed.
- **Moraine View Parkway:** Public water main in Phase 1 has been installed and tested.

### Street Department

- In the Street Dept, bagged leaves collection started last week. No collection takes place this week. Bagged leaves will again be collected the weeks of November 10 and 17. Other work included staff attending a saltwise training session at Walworth County; street sweeping throughout the city; concrete pours on Rice Street, Trippe Lake sidewalk and bench pad (pictured above), and Black River Court sidewalk; and removal of tree water bags and re-mulching of new trees.

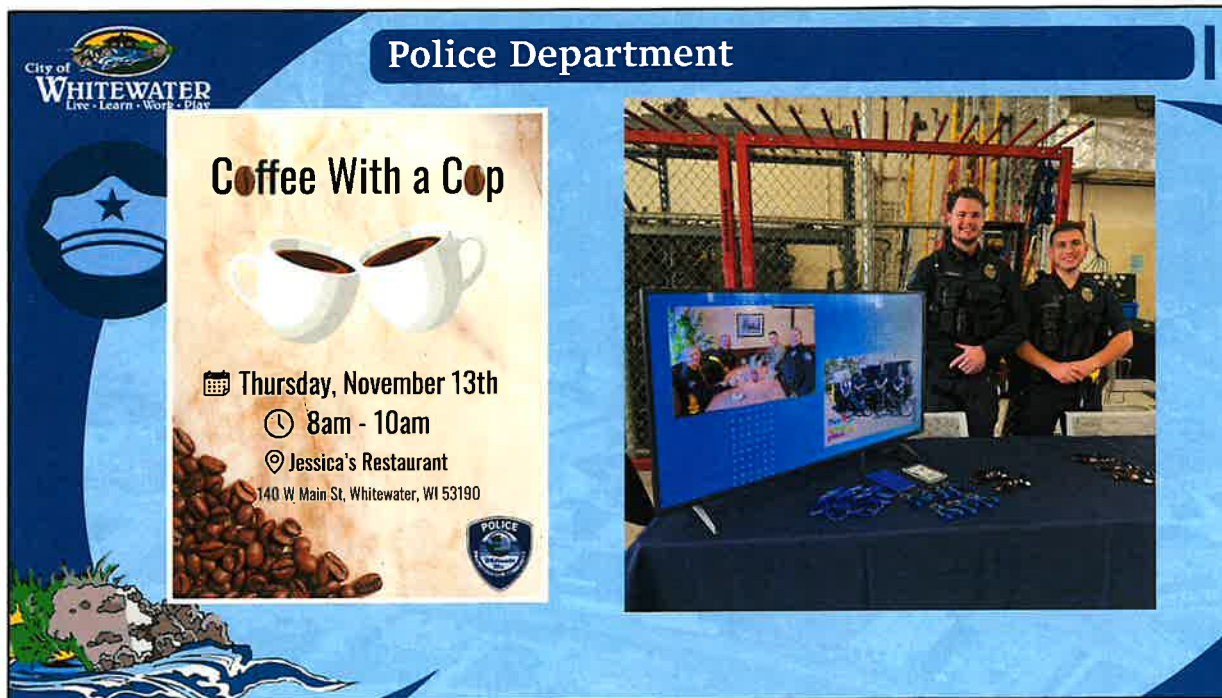
### Water Department

- In the Water Dept, staff worked on fixing driveways from curb box repairs; performed hydrant flushing throughout the city; performed pressure testing on water main off of Moraine View Pkwy; and pulled seasonal water meters.

#### Wastewater Department

- In the Wastewater Dept Staff worked with Cris from IT and Dan from GIS on new processes for uploading televising videos into AWS (Amazon Web Serves); keeping an eye on foaming in the aeration basins and effluent ammonia; and working with the biosolids hauler on hauling our biosolids to farm fields.





- Patrol Officer interviews were recently conducted by command staff and Human Resources. Applicants advancing in the process will now complete a physical readiness test before entering the background investigation stage.
- Additionally, the Police Department provided an update to residents at Fairhaven.
- As part of ongoing recruitment efforts, Officers Derek Johnson and Ryan Kozlowski (Koz-Low-Ski) represented the department at a career fair hosted by Madison College, helping to strengthen our outreach and visibility (photo above).
- On Thursday, October 30th, Captain Taft also assisted the Delavan Police Department by serving as an interview panelist for their Sergeant promotional process.
- Special Event: Join us for Coffee with a Cop at Jessica's on Thursday, November 13<sup>th</sup> from 8am-10am (photo above)



#### Highlights-

- Whitewater responded to Johnson Creek with a Chief for a MABAS call involving a corn dryer fire, received Auto Aid from LaGrange with an Engine and Chief for a smoke investigation in a commercial building, and responded to Elkhorn with Tower Ladder 1250 and Battalion 12 for a working structure fire.
- Whitewater was requested by Lakeside FD for an Engine to respond to a structure fire in Milton; Engine 122 was cancelled while enroute. Whitewater later requested mutual aid from Lakeside with an Ambulance for a motor vehicle accident involving multiple patients, which was also cancelled while enroute.
- Whitewater was requested by the Clinton Fire Department for an Engine to provide a Change of Quarters and by the Elkhorn Fire Department for an Engine and a Chief for a structure fire; both responses were affected due to no POC response, resulting in a pass for Clinton and a delayed turnout for Elkhorn.

#### Details:

Wednesday, October 15<sup>th</sup> staff attended the monthly EMS training. This month's topic was

**documentation and new Ambulance orientation.**

**Friday, October 24<sup>th</sup> 2 staff members provided Fire standby for the UW Homecoming Bonfire.**

**Saturday, October 25<sup>th</sup> a piece of apparatus was provided for the UW Homecoming parade.**

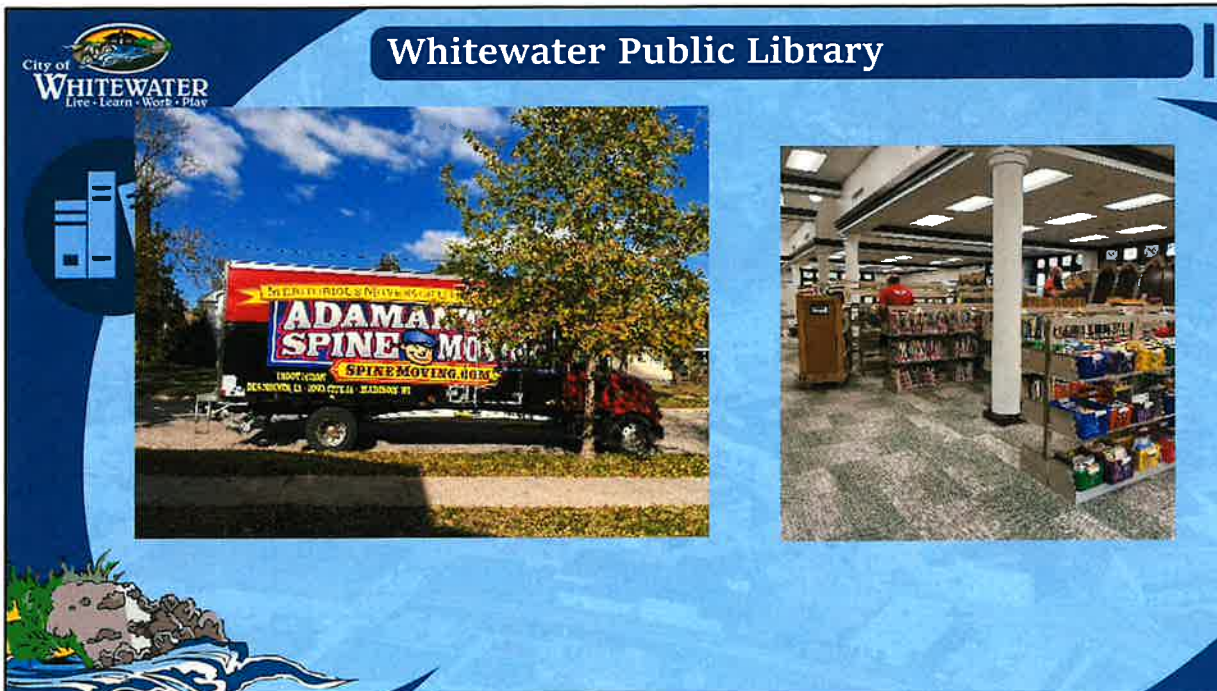
**Saturday, October 25<sup>th</sup> 2 staff members provided EMS standby for the UW football game.**

**Saturday, October 18<sup>th</sup> 2 staff members provided EMS standby at the UW Whitewater for the State Marching Band Competition.**



- As part of the transition from the Neighborhood Services Department to the new Community Development Department, Liana Dostie (Dot- see) has been reclassified as Zoning Specialist, reflecting her work processing zoning codes, permits, and PARC applications. Liana also completed the monumental task of organizing and updating 7,400 department files—bringing order to years of records and earning a well-deserved appreciation for coffee and file labels!
- City staff held a kickoff meeting with staff from RDG Planning & Design for the update to the city's Comprehensive Plan. This important planning project will be underway over the next 12 months and will include soliciting community ideas and feedback to help guide and shape the future of the City of Whitewater.
- The Economic Development Director is continuing to work on revisions to the new Home Renewal Program, which was recently reviewed by the CDA and Common Council. Work includes drafting a program manual and preparing documents for review by the city attorney. This program is planned to launch by end of first quarter 2026.





- The movers are back at the library getting the shelving and books placed in the renovated part of the library. The library is currently closed for two weeks. Curbside service will resume on November 10 and the library will open completely on December 8.
- The library's parking lot was paved this week and starting next week staff will be able to utilize it.
- Youth Services Librarian, Deana Rolfsmeyer, (Rahlfs-my-er) met with Samuel Karns, the WUSD Superintendent this week. The purpose of their discussion was to explore potential areas of collaboration between the public library and the school system.

#### Details:

- Library Director, Diane Jaroch, is enrolled in the 10-week Leadership Action Series provided through CVMIC. The series begins November 5 and runs through April 1.
- Assistant Director, Sarah French, is enrolled in the Library Management Training class series. This class is an 8-week intensive, online course to prepare library managers. The class covers fundamentals of staff relationships and management, managing difficult conversations and staff feedback, crisis and incident management, and more. This class is provided through Library Journal Professional Development.

- **Library Staff have been enrolled in the Defensive Driving training taking place on November 6 through CIVMIC.**
- **Assistant Director, Sarah French, was interviewed by the Royal Purple this week.**
- **We received some hand painted tote bags from the Zeta Sigma Chi Multicultural Sorority. They will be used for children's programming.**



**City of  
WHITEWATER**  
Live • Love • Laugh

## Parks and Recreation



**Pallet Tree Creations Program**

**Holiday pallet tree creations are back!**

On Friday December 5th, Christmas At Cravath kicks off.

Your friends at the City of Whitewater Parks & Recreation Department want to help add some extra cheer and lights to Cravath Lakefront Park this year!

Would you like to contribute to the beauty of this wonderful event?

Purchase your choice of pallet tree from the image above for \$50, decorate the tree however you would like, and return it to City Hall by November 19th.

If you choose to light your tree, solar lights are required. You may pick up your tree from the park on Monday, January 5th, 2026.

Reserve your tree today! Email Michelle Dujardin at [mdujardin@whitewater-wi.gov](mailto:mdujardin@whitewater-wi.gov)

Check out some examples from past years!



Christmas At Cravath  
Trees Light Up Displays  
Every Night Starting  
First Friday of December  
Cravath Lakefront Park

- **Christmas at Cravath is in full swing. The Pallet Creations are BACK! Get ready to light up Cravath Lakefront Park with your own creative touch! Contact Michelle Dujardin to reserve your pallet project.**
- **Also, the Letters to Santa mailbox are coming soon. Get ready for one of Whitewater's sweetest traditions — our Letters to Santa program! Starting November 14 through December 8, kiddos can drop off their special letters to Santa at the City Hall south entrance (open 24/7). Don't forget to include a return address so Santa can send a letter back before Christmas!**
- **Did you know? You can take fitness/swim classes at the WAFC even if you are not a member. \$5 for residents, \$6 for non-residents**
- **UWW Homecoming Parade: Thank you to the Hicks Family for helping us program Christmas At Cravath at the UWW Homecoming Parade. (pictured above)**

### Details-

#### **In the Rec department-**

- 🏀 **Little Dribblers and Shooting Stars Take the Court!**

Our *Little Dribblers* and *Shooting Stars* youth basketball programs are off to an amazing start this season! We're thrilled to share that participation has doubled compared to last year — a true slam dunk for our growing community of young athletes.

The Lincoln School gym was buzzing with energy as eager ballers took to the court, ready to learn new skills, make friends, and have fun. We're proud to see so much enthusiasm for the game and can't wait to watch these players develop over the coming weeks!

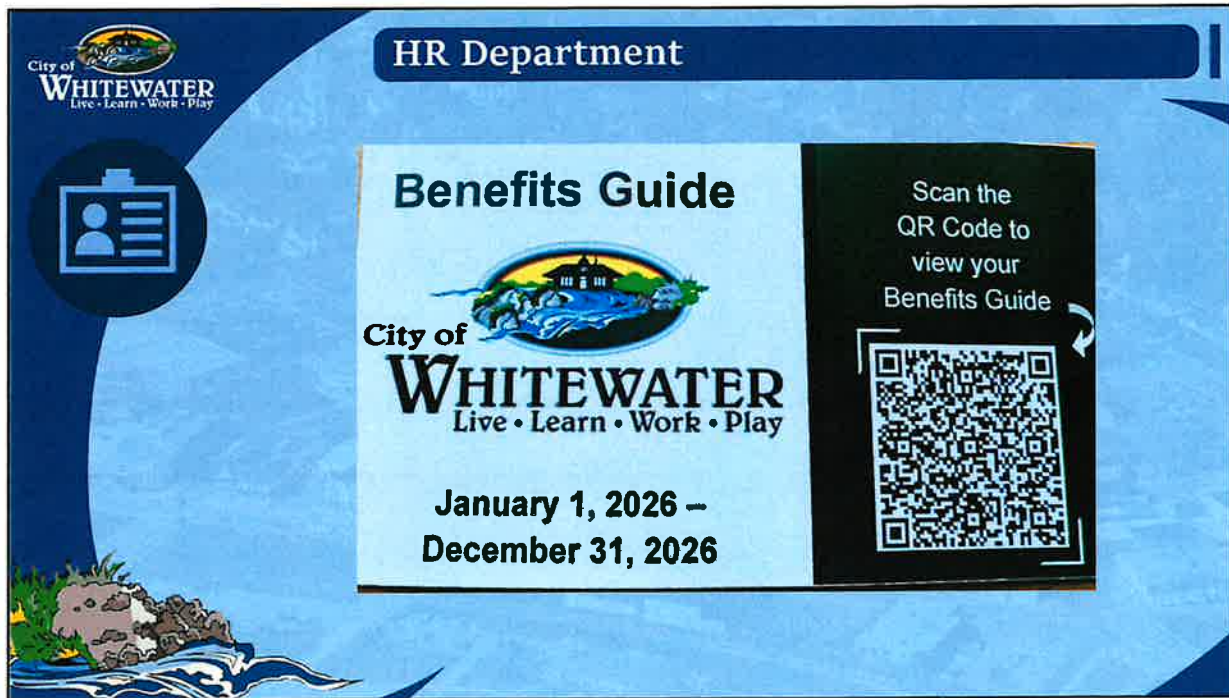
 **Afterschool Students Celebrate Halloween Fun!**

Our afterschool students got into the spooky spirit with a week full of Halloween-themed activities! From playing *Halloween Bingo* to creating festive *wreaths* and *scary masks*, creativity and laughter filled the room.

Everyone had a frightfully good time showing off their artistic side and celebrating together. It was wonderful to see so many smiles (and spooky faces!) as we wrapped up this fun seasonal celebration.

**WAFC:** Did you know? You can take fitness/swim classes at the WAFC even if you are not a member. \$5 for residents, \$6 for non residents






- We are currently accepting applications for Summer Camp and After-School Activity Instructors as well as Lifeguards. Recruitment for Firefighter positions closed on November 3, and phone interviews are already underway.
- We're excited to welcome Ashwinni Rao (Ahsh-WIH-nee Row) to the City as our new Economic Development Coordinator, starting November 10. Ms. Rao (Row) holds a Master's in Public Relations from Syracuse University and brings over 20 years of experience in economic and community development, business consulting, and communications. She previously served as Senior Community and Economic Development Manager at Alliant Energy and held positions with the Wisconsin Department of Agriculture, Trade and Consumer Protection, and the Wisconsin Entrepreneurs' Network.
- It's that time of year again—Open Enrollment is underway! Staff are currently assisting employees with selections for the 2026 benefits package, including dental, vision, and health insurance. Additional information and updates will be shared soon

## Media Services

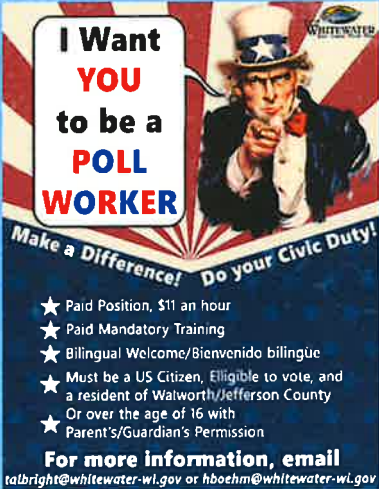


- WCTV 990 recently recorded its first sporting event under our new partnership with the Whitewater Unified School District the Girls Varsity Swim Meet 10/22! The full event is now available to watch across all WCTV platforms. We're excited to continue expanding our coverage of local sports and hope to bring even more events to our viewers, with plans to begin live streaming in the near future.
- We've also captured some new pictures of the newly renovated Whitewater Public Library. More pictures and videos will come out once the library reopens.



**City of  
WHITEWATER**  
Live • Learn • Work • Play

## Around Whitewater

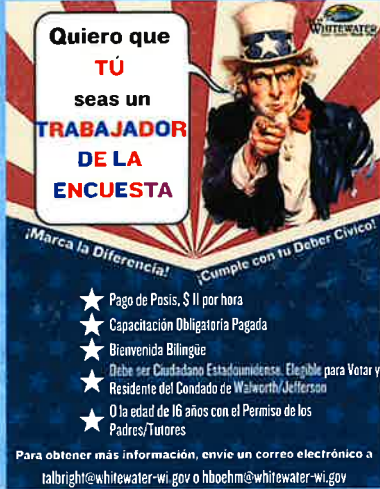


**I Want  
YOU  
to be a  
POLL  
WORKER**

*Make a Difference! Do your Civic Duty!*

- ★ Paid Position, \$11 an hour
- ★ Paid Mandatory Training
- ★ Bilingual Welcome/Bienvenido bilingüe
- ★ Must be a US Citizen, Eligible to vote, and a resident of Walworth/Jefferson County
- ★ Or over the age of 16 with Parent's/Guardian's Permission

**For more information, email**  
talbright@whitewater-wi.gov or hboehm@whitewater-wi.gov



**Quiero que  
TÚ  
seas un  
TRABAJADOR  
DE LA  
ENCUESTA**

*¡Marca la Diferencia! ¡Cumple con tu Deber Cívico!*

- ★ Pago de Posis, \$ 11 por hora
- ★ Capacitación Obligatoria Pagada
- ★ Bienvenida Bilingüe
- ★ Debe ser Ciudadano Estadounidense. Elegible para Votar y Residente del Condado de Walworth/Jefferson
- ★ O la edad de 16 años con el Permiso de los Padres/Tutores

Para obtener más información, envíe un correo electrónico a  
talbright@whitewater-wi.gov o hboehm@whitewater-wi.gov

Want to be a poll worker? Email or call the City Clerk for more information.

 **Any questions?**

**Becky Magestro**  
**Chief of Staff**

[bmagestro@whitewater-wi.gov](mailto:bmagestro@whitewater-wi.gov)  
**262-473-0101**



**Any questions- Please feel free to give Becky Magestro a call or email.**



 **City Manager**

**City Manager,  
John Weidl**

[jweidl@whitewater-wi.gov](mailto:jweidl@whitewater-wi.gov)  
**262-473-0100**



As always, I am John Weidl, City of Whitewater, City Manager.



## Council Agenda Item

Meeting Date: November 4, 2025

Agenda Item: Staff Update Council Candidacy Deadlines

Staff Contact (name, email, phone): Heather Boehm [hboehm@whitewater-wi.gov](mailto:hboehm@whitewater-wi.gov) 262-473-0102

### BACKGROUND

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

Deadlines for the Council Candidates for the April 7, 2026, Spring Primary are coming up soon. Terms that will expire are: District 2 (Wards 9-10)- Orin Smith, District 4 (Wards 6-8)- Brian Schanen, At Large (even)- Greg Majkzak.

December 1, 2025 -First day for candidates to circulate nomination papers for the 2026 Spring Election.

December 26, 2025- Deadline (5:00 pm) for incumbents not seeking re-election to file Notification of Noncandidacy (EL-163) with the filing officer.

January 6, 2025- Deadline (5:00 pm) for candidates to file nomination papers, declarations of candidacy, and campaign registration statements for the 2025 Spring Election with the filing officer.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

N/A

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

Candidate Ballot Access Procedure Manuel  
Nomination Packet

# CANDIDATE BALLOT ACCESS PROCEDURES

## Nomination Papers

October 2023



**Wisconsin Elections Commission**  
P.O. Box 7984  
Madison, WI 53707-7984

Phone: (608) 261-2028  
FAX: (608) 267-0500  
Email: [elections@wi.gov](mailto:elections@wi.gov)  
Web: <http://elections.wi.gov>

## **Introduction**

Throughout Wisconsin, nomination papers and associated ballot access documents are the primary way for candidates to get their name on the ballot when seeking elected office. Following correct procedure when obtaining and submitting nomination paper signatures is crucial to ensure ballot placement for a candidate. Based on current election law, WEC staff has worked to aide candidates with guidance documents and direct candidate contact via phone and email. Understandably, questions remain. This manual is meant to serve as a resource for both clerks and candidates who may have questions related to the ballot access process.

## **Candidate Eligibility**

Anyone who is giving consideration to becoming a candidate for elected office should be aware of the candidate eligibility requirements for that office. Every public office has its own conditions for candidate age, residency, and other special requirements. Eligibility requirements are codified in federal and state law, with the requirements of each office governed by the U.S. Constitution, Wisconsin Constitution, or Wisconsin State Statute. Questions on candidate eligibility for a specific office can be directed to the filing officer for that office.

In accordance with Article XIII, Section 3(2),(3) of the Wisconsin State Constitution, no person may hold any state or local elected office in Wisconsin if the person has been convicted of a felony in any court in the United States unless they have been pardoned of the conviction. Additionally, no person may have their name placed on the ballot for any state or local elected office in Wisconsin if they have been convicted of a felony in any court in the United States, unless they have been pardoned of the conviction. Candidates for federal office are not excluded from running due to a previous felony conviction.

## **Filing Officer**

The filing officer is the person to whom candidates submit their ballot access documents. These documents include nomination papers, declaration of candidacy, campaign registration statement, and, for state office and some local offices, a statement of economic interest. The level of government in which the candidate is seeking office determines who the filing officer will be.

For federal and state level office, the Wisconsin Elections Commission is the appropriate filing officer for nomination papers and declarations of candidacy. Wis. Stat. §§ 8.10(6)(a), 8.15(8)(a), 8.20(7). Campaign registration statements and statements of economic interest for state level office must be filed with the Wisconsin Ethics Commission. Candidates for county office should file their ballot access documents with the county clerk. Wis. Stat. §§ 8.10(6)(b), 8.15(8)(b), 8.20(7). Local offices in a city, village, or town use the municipal clerk for a filing officer. Wis. Stat. §§ 8.05(3), 8.05(4)(b), 8.10(6)(c). Finally, if seeking a school board seat, candidates file documents with the school district clerk. Wis. Stat. § 8.10(6)(d). Nomination papers are required to be submitted by the first Tuesday in January for spring elections. Wis. Stat. § 8.10(2)(a). June 1 is the filing deadline for November elections. Wis. Stat. § 8.15(1). Special election filing deadlines are dependent on the date that the special election is announced. Wis. Stat. § 8.50.



## **Ballot Access Checklists**

In an effort to make the nomination process as seamless as possible, WEC offers candidates a ballot access checklist for each election. Ballot access checklists detail all steps required in order to become an official candidate for office. Candidates are provided with information on the forms required to be submitted to gain ballot access, the required number of nomination paper signatures needed per office, and all relevant deadlines for submission. The checklists are separated into categories, each delineated with the prefix 'ELIS'. Below are four examples of checklists available for candidates. Others for county, federal, and additional state offices can be found on the WEC website.

### **ELIS-01**

ELIS-01 is a checklist for state level non-partisan candidates to be elected at a spring election. Candidates for office who would use this checklist include Circuit Court Judges, Appeals Court Judges, and Justice of the Wisconsin Supreme Court. The filing officer for these offices is the Wisconsin Elections Commission.

### **ELIS-05**

ELIS-05 is a checklist for school district offices. Candidates for school board throughout the state of Wisconsin can utilize this checklist throughout the process. School district clerks serve as the filing officer for school board seats and any other elected district office.

### **ELIS-07**

ELIS-07 serves as a checklist for municipal candidates in towns, villages, and cities where nomination papers are used. Anyone running for the offices of town or village board, city council, municipal clerk, or other elected municipal office can reference this checklist. These offices are nonpartisan and elected in a spring election. For municipal offices, the municipal clerk acts as the filing officer. In towns where the caucus system is used in place of nomination papers, candidates can contact their town clerk, the WEC or consult the caucus manual here: <https://elections.wi.gov/resources/manuals/caucus-manual>.

### **ELIS-09**

ELIS-09 is a ballot access checklist for candidates seeking state legislative office. This checklist is used by candidates for seats in the State Assembly or State Senate. WEC is the filing officer for these candidates.

## **Required Filings**

Candidates for elected office in Wisconsin are required to submit certain forms and documents in order for their name to appear on the ballot. These are called ballot access documents. It is crucial for candidates to submit their ballot access documents to the correct filing officer. If documents are given to the incorrect filing officer, there is no guarantee that they will be forwarded to the intended recipient in time to meet filing deadlines. For example, if a school board candidate mails

their declaration of candidacy to the municipal clerk on the day of the filing deadline, that clerk may be unable or unwilling to forward the document to the school district. Court decisions have determined that ballot access documents filed with the incorrect filing officer are not sufficient to qualify for ballot access.

There are four primary documents that must be filed by the deadline for a candidate to gain a place on the ballot.

### **Declaration of Candidacy (EL-162)**

Wis. Stat. § 8.21

The declaration of candidacy provides important candidate information to the filing officer. When filling out a declaration of candidacy, candidates are required to include their name, home address, their name as it will appear on the ballot, and the office for which they are a candidate. Please note that titles such as PhD, MD, etc. are not allowed in the name on ballot section. The name of the office being sought must be accurate and include any district, branch, or seat number, if applicable.

Prior to, or at the time of, submitting a declaration of candidacy to the filing officer, candidates must get the form notarized. When the candidate is ready to submit the declaration of candidacy, the original physical copy is hand-delivered or sent to the correct filing officer. An electronic copy of the form is acceptable only if it is followed by the physical copy and received by the filing officer on or prior to the date of the filing deadline. If any candidate information changes throughout the election period, such as a name or address change, the declaration can be amended by contacting the filing officer and submitting an amended form.

### **Nomination Papers (EL-168, EL-169)**

Wis. Stat. § 8.10(2), (3), Wis. Stat. § 8.15, Wis. Admin Code § EL 2.05

With the exception of locations where caucuses are held and some school board candidates, all candidates seeking elected office in Wisconsin must submit nomination papers as part of the ballot access process. School board candidates should confirm with their school board clerk or administrative office to determine whether nomination papers are required. To successfully complete nomination papers, candidates circulate signature petitions and collect a specific number of signatures, as required by law, from qualified electors residing in the jurisdiction or district they wish to serve. The period of circulation for an April election begins on December 1 and ends on the first Tuesday in January. For November general elections the circulation period is from April 15 to June 1.

### ***Number of Signatures Required***

Depending on the level of office, from municipal to federal, the minimum number of signatures required varies widely from 20-2,000. Please see below for examples

of signature requirements for candidates in several offices. For information on a specific office not listed below, reference the appropriate ELIS checklist on the WEC website.

**2,000-4,000:**

**Statewide Constitutional Offices (Wis. Stat. § 8.15(6)(a))**

**United States Senator (Wis. Stat. § 8.15(6)(a))**

**Justice of the Wisconsin Supreme Court (Wis. Stat. § 8.10(3)(a))**

**1,000-2,000:**

**Representative in Congress (Wis. Stat. § 8.15(6)(b))**

**Court of Appeals Judge (Wis. Stat. § 8.10(3)(am))**

**Circuit Court Judge (Milwaukee) (Wis. Stat. § 8.10(3)(c))**

**400-800:**

**State Senator (Wis. Stat. § 8.15(6)(c))**

**500-1,000**

**District Attorney-County population over 100,000  
(Wis. Stat. § 8.15(6)(dm))**

**200-400:**

**Representative to the Assembly (Wis. Stat. § 8.15(6)(d))**

**Circuit Court Judge (Wis. Stat. § 8.10(3)(b))**

**District Attorney-County population of 100,000 or less  
(Wis. Stat. § 8.15(6)(dm))**

***Filling out the Header***

The top portion of the nomination paper form, or the header, is where candidates enter information relevant to themselves, the election at which they will be a candidate, and the office they seek. Correctly filling out the top three lines of the nomination paper form is one of the most important things a candidate can do. If any of the boxes in the header are filled out incorrectly, electors might not be provided with all candidate and election information as required by law. A header that is incorrectly filled out also presents the possibility of challenges being issued to the validity of those nomination papers, resulting in the disqualification of all signatures on those pages.

**Candidate Name**

In the candidate's name field, the candidate should enter their full name as it will appear on the ballot. As with the declaration of candidacy, titles such as Mr., Mrs.,

Dr., PhD, etc., are not allowed. Nicknames are acceptable so long as the nickname has nothing to do with any sort of campaign stance and no quotation marks are used. For example, Peter “Maverick” Mitchell is not allowed because of the quotation marks. Likewise, Andre High Speed Rail Johnson is unacceptable due to the campaign stance taken. However, Reginald Red Forman would be allowed since the nickname has no quotes and no political views expressed.

#### Candidate Address

Candidates must list their residential address and their municipality of residence for voting purposes. If the candidate has a mailing address that is different than their residential address, this needs to be added as well. In the event that a candidate changes addresses during the nomination paper circulation period; the candidate should use nomination papers with that new address beginning on the first day they live there. Any nomination papers that were circulated when living at a previous address are considered valid, since the candidate resided at that address at the time of circulation.

#### Election Information

There are two boxes in the nomination paper header that provide for information specifically related to the election, the type of election and the election date. Type of election is a checkbox that is completed by the candidate. Options in this field include general, spring, and special. Candidates for nonpartisan office elected at the April spring election should choose “spring”. Candidates who are seeking partisan office found on the ballot at the November general election should check “general”. Any election that occurs outside of those normally scheduled or as the result of a vacancy should check “special”. The date of election should always be listed as the date of the final election, not the primary, even if a primary is expected.

#### Party Affiliation

Candidates for partisan office put the name of the party with which they are affiliated in this box. Candidates may choose from recognized political parties such as Constitution, Democrat, or Republican. A candidate who does not wish to be affiliated with any recognized political party may place a statement of principle in this box. A statement of principle is limited to five words. It may contain relevant information to a platform that the candidate will take such as “Seatbelts Save Lives”. A statement of principle may not include the name, in whole or in part, of a currently recognized political party. The party affiliation box is listed only on nomination papers for partisan office (EL-168). Any candidates seeking nonpartisan office do not need to list a party affiliation.

### Title of Office

The title of office should be listed as the proper, formal name of the office being sought by the candidate. Abbreviations or colloquialisms are not recommended as the full title of the office should be listed. Examples include: Representative in Congress, Representative to the Assembly, United States Senator, State Senator, Circuit Court Judge, Town Board Chair, School Board Member, etc. Any questions related to the title of a specific office can be directed to the filing officer or WEC.

### District or Jurisdiction

For certain offices, a district number or jurisdiction name is required. State Assembly and State Senate and other district numbers should be listed here. Any office with a specific jurisdiction, such as a Circuit Court Judge or a numbered school board seat should also be listed here. The final box of the header requires candidates to list the name of jurisdiction in proper format such as Madison Metropolitan School District, Assembly District 68, or Congressional District 7.

### ***Nomination Paper Signature Lines***

Qualified electors who support the candidacy of the person seeking office complete the signature lines of the nomination papers. Electors complete their portion of the nomination paper by providing their signature, printed name, residential address, municipality of residence, and the date on which they signed. An elector's address cannot be a P.O. Box. It must be their physical street address. Each elector is only allowed to sign nomination papers for one candidate per office. If an elector may vote for more than one candidate for the same office, they may sign nomination papers for as many candidates for the same office as the person is entitled to vote for at the election. EL 2.05(11). Nomination paper circulators should closely observe the signing process to ensure that each elector correctly provides all required information. Signature lines that are filled out incorrectly or are missing required information are often subject to challenge.

### ***Certification of Circulator***

After each page has been completed, the person responsible for its circulation must sign the certification of circulator at the bottom. The circulator must complete a certification for each page they circulate. A successfully completed certification will include the circulator's name, address, the date on which the page was completed, and their signature. The circulator's address must list their street number, street name, and municipality. Anyone acting as a circulator for nomination papers must meet the standards of a qualified elector, though circulators do not need to be residents of the district in which the candidate seeks office. Circulators are allowed to gather nomination paper signatures for only one

candidate per office in each election. If a circulator collects signatures on nomination papers for more than one candidate, the earlier papers are valid, and the later papers are invalid. Wis. Stat. § 8.04. Candidates are not required to circulate their own nomination papers but may do so if they wish. Please note that signatures gathered after the Certification of Circulator section has been signed and dated may not be counted during the nomination review process.

### **Campaign Registration Statement (CF-1)**

Wis. Stat. § 11.0202(1)(a), Wis. Stat. §§ 8.10(5), 8.15(4)(b), 8.20(6)

A campaign registration statement is required to be filed with the Wisconsin Ethics Commission for state offices, and this form is filed online. For local offices, the statement must be filed with the appropriate filing officer. For questions related to the CF-1 or campaign finance, please contact the Wisconsin Ethics Commission at 608-266-8123 or the local filing officer.

### **Statement of Economic Interest (SEI)**

Wis. Stat. § 19.43(4), Wis. Stat. §§ 8.10(5), 8.15(4)(b), 8.20(6)

For some state and local level offices candidates must file a statement of economic interest. Where applicable, this form is filed online with the Wisconsin Ethics Commission or the appropriate filing officer. For questions related to a Statement of Economic Interest, please contact the Wisconsin Ethics Commission at 608-266-8123.

## **Tips for Successful Circulation**

1. **Circulators and Circulating:** Circulators are allowed to gather nomination paper signatures for only one candidate per office in each election. Wis. Stat. § 8.04. Nomination papers must be personally circulated by the circulator who signs each page. The circulator must witness the signature and nomination paper pages may not be left unattended in a public place for people to sign. This means that circulators may not leave them on the table in a break room, posted on a bulletin board, sitting on the bar at a local watering hole, etc. Wis. Stat. § 8.15(4)(a).
2. **Templates:** It is always recommended that candidates use a template which has the header properly completed for their nomination papers. Using a template ensures that all circulators will have identical sheets for collecting signatures. This can help clear up any issues that may be experienced if circulators were to be responsible for completing the header of the pages where the circulator may not use the correct nomination paper document or may incorrectly detail candidate information. Templates can and should be submitted to the filing officer prior to circulation to be reviewed for any errors.
3. **Number of Signatures:** WEC advises that candidates and circulators collect signatures

totaling well over the minimum number required for ballot placement. This presents the candidate with a buffer of signatures, should any individual signatures be deemed insufficient by the filing officer and protects against signatures being successfully challenged.

4. **Preparing to File:** Candidates should also ensure that each page has all of the required information completed prior to submission to the filing officer. A thorough review of the papers can quickly determine if any of the signatures need correction or if the circulator information is filled out improperly. Number the pages consecutively.

Reviewing all nomination paper pages also gives the candidate an opportunity to organize the petition prior to submission. Candidates should number every page and place pages with the highest number of “good” signatures on top of the stack. Partial pages should be placed toward the back. When submitting nomination papers to the filing officer, have a general estimate of the number of signatures contained on all pages.

## **What Happens Next?**

### **Determining Sufficiency**

Wis. Admin Code § EL 2.05

After candidates submit their nomination papers to the correct filing officer, they will be reviewed for sufficiency. The filing officer will review all headers, signatures, and circulator information to determine a final count of sufficient signatures. In their review, the filing officer will examine addresses and municipalities to ensure that they are in district. Filing officers also confirm that all dates written by signers are both within the circulation period and prior to or on the date which the circulator signed the certification. Signatures that are deemed insufficient are struck and deducted from the total number of signatures submitted. Any insufficiencies, such as incorrectly dated signatures or inaccurate circulator information can be corrected with a correcting affidavit for up to 3 days after the filing deadline. Wis. Admin. Code § EL 2.05(4)

Some reasons signatures may be deemed insufficient by a filing officer include:

- Missing or incomplete dates of signers
- Illegible information required by statute
- Signers live out of district
- Incomplete address information of signer
- Missing circulator information
- Pages or signatures dated after the Certification of Circulator
- Missing or incorrect information in the header

### Challenges to Nomination Papers

Wis. Admin Code § EL 2.07

Within three days of the deadline for filing nomination papers, those papers may be challenged with the filing officer. Challenges often come from other candidates but may come from interested individuals or groups outside the district of a specific election. The goal of a nomination paper challenge, generally speaking, is to deduct signatures from a competing candidate's total count. Challenges must be in the form of a notarized document with pertinent information attached reflecting the reason for the challenge. If applicable, individual signature lines and the specific information being challenged should be itemized and included as part of the challenge documentation.

When a challenge is received by the filing officer, the challenged candidate is notified of the challenge within 24 hours. Challenged candidates then have 3 calendar days from the date the challenge was filed to respond to any challenge. Once all documentation is received from both the challenging party and challenged candidate, the filing officer has sole discretion to determine the merits of the challenge(s). The filing officer will make determinations to individual signature lines being challenged so it is possible for challenges to be partially successful but not result in disqualifying enough signatures to remove the challenged candidate from the ballot.

If the challenge is accepted, the filing officer deducts any signatures or pages related to the challenge from the challenged candidate's final count. If the challenge is not accepted, no further action is taken by the filing officer. Challenges may be appealed to the Wisconsin Elections Commission in the form of a verified complaint related to the initial filing officer's decision. Elections Commission decisions can be appealed to a Circuit Court within thirty days. More information on challenges can be found in the WEC Common Challenges Manual (<https://elections.wi.gov/resources/manuals/common-nomination-paper-challenges-manual>).

Some common reasons for challenges include:

- Election date
- Title of office
- Candidate address
- Circulator date and signature
- Multiple signatures from a single person
- Signer address out of district
- Date of signature

Please note that the periods for filing correcting affidavits and challenges run at the same time. Candidates and challengers cannot assume that the initial number of signatures accepted as valid will remain the same until all correcting affidavits and challenges are processed. In order for candidates to avoid challenges and for challengers to determine which challenges are likely to be upheld or rejected, the WEC encourages both candidates and potential challengers to review the



*Common Nomination Paper Challenges Manual* located at this web address:  
<https://elections.wi.gov/resources/manuals/common-nomination-paper-challenges-manual>.

## **Frequently Asked Questions**

*What is a filing officer?*

The filing officer is the person to whom ballot access documents are submitted.

*What documents are required to be filed to get on the ballot?*

Ballot access documents, in most cases, are: Nomination papers, declaration of candidacy, and campaign registration statement. Some Judicial, State and Local offices also require the submission of a statement of economic interests.

*What is the filing deadline?*

The filing deadline is the first Tuesday in January for offices to be elected in April. Wis. Stat. § 8.10(2)(a). For offices to be elected in November, the filing deadline is June 1. Wis. Stat. § 8.15(1)

*Is there a way to track the process after my documents have been submitted?*

Please see the Candidate Tracking by Office Report on the WEC website.

*How does a candidate remove their name from the ballot after submitting all of their paperwork?*

Any person who files nomination papers and qualifies to appear on the ballot cannot withdraw their name from the ballot after filing. The name of that person shall appear upon the ballot except in case of death of the person. Wis. Stat. § 8.35(1).

*What is a correcting affidavit?*

A correcting affidavit is a verified document that allows for the correction of errors on nomination papers that were committed by either a signer or circulator. Wis. Admin. Code §EL 2.05(4)

*What happens if a circulator signs and dates the certification before collecting signatures?*

If this occurs, any signatures obtained after the date the form was signed by the circulator will be invalid. A timely correcting affidavit can be submitted to amend the errors.

*How many nomination papers is someone allowed to circulate?*

For a single office in an election, circulators may collect signatures for only one candidate. Wis. Stat. § 8.04.

*How many nomination papers may a voter sign?*

Voters may sign nomination papers totaling the number of candidates they are allowed to vote for. In a “vote for 1” office, voters may only sign on candidate’s nomination papers. In a “vote for 2” office, voters may sign nomination papers of 2 candidates.

*What happens if a voter signs more nomination papers than allowable?*

If any person signs nomination papers for 2 candidates for the same election at different times, the earlier signature is valid and the later signature is invalid. Wis. Stat. §8.04.

**2026 Ballot Access Checklist:**  
**Municipalities Where Nomination Papers are Used**



Each of the following forms must be completed and filed on time by a candidate for municipal office in order for the candidate's name to be placed on the ballot at the **February 17, 2026 Spring Primary** and the **April 7, 2026 Spring Election**.

In the City of Milwaukee, the filing officer is the Milwaukee City Election Commission. In all other municipalities, the filing officer is the municipal clerk (town, village or city). Candidates should contact their filing officer for further information or to obtain any of the necessary forms.

- ☐ **Register your Campaign Committee** A current registration (CF-1L) must be filed prior to raising or spending any funds, and no later than **5:00 p.m. on January 6, 2026** or the candidate's name will not be placed on the ballot. For questions, please contact the Ethics Commission: [ethics@wi.gov](mailto:ethics@wi.gov) | 608-266-8123.
- ☐ **Complete and Submit a Declaration of Candidacy (Form EL-162)** to the filing officer no later than **5:00 p.m. on Tuesday, January 6, 2026** or the candidate's name will not be placed on the ballot. If the form is faxed or emailed, the original document must follow, postmarked no later than January 6, 2026. Wis. Stat. §§ 8.10(5), 8.21, 8.30(4), Wis. Admin. Code EL § 6.04.
- ☐ **Circulate and Submit Nomination Papers for Nonpartisan Office (Form EL-169)** to the filing officer no later than **5:00 p.m. on Tuesday, January 6, 2026** or the candidate's name will not be placed on the ballot. Only original nomination papers (no photocopies, faxes, or emailed documents) will be accepted. Nomination papers may not be circulated before December 1, 2025. Wis. Stat. § 8.10(2), Wis. Admin. Code EL § 6.04(2).

**The number of signatures required is as follows:**

|   |                                  |               |
|---|----------------------------------|---------------|
| All village and town offices:                     |                                  | 20 - 100      |
| 1 <sup>st</sup> Class Cities:                     | Citywide offices                 | 1,500 - 3,000 |
|   | Aldersperson elected to district | 200 - 400     |
| 2 <sup>nd</sup> and 3 <sup>rd</sup> Class Cities: | Citywide offices                 | 200 - 400     |
|   | Aldersperson elected at large    | 100 - 200     |
|   | Aldersperson elected to district | 20 - 40       |
| 4 <sup>th</sup> Class Cities:                     | Citywide offices                 | 50 - 100      |
|   | Aldersperson elected to district | 20 - 40       |

- ☐ **Municipal Judge Candidates:**  
**Complete and submit a Statement of Economic Interests (SEI)** to the Ethics Commission using the website (<https://sei.wi.gov>). Incumbent candidates will receive a filing notice around December 1, 2025, and new candidates will receive an email notice within one or two days of registering their committee. The SEI must be received no later than 4:30 p.m. on Friday, January 9, 2026, or the candidate's name will not appear on the ballot. Wis. Stat. §§ 8.10(5), 8.30(3), 19.43(4). Candidates may also print the SEI form and instructions from the Ethics Commission website (<https://ethics.wi.gov>), and return those forms by email or fax. For more information, please contact the Ethics Commission at 608-266-8123 or [ethics@wi.gov](mailto:ethics@wi.gov).

**Important Note Regarding Statements of Economic Interests:**

A municipality may enact an ordinance establishing a code of ethics for public officials that may require a candidate for municipal office, *in addition to the office of Municipal Judge*, to file a **Statement of Economic Interests (SEI)**. The ordinance may also provide that failure to timely file an SEI will prevent the candidate's name from being placed on the ballot. Wis. Stat. § 19.59(1m),(3)(b). Please contact the filing officer to learn if this requirement applies to you.



# Declaration of Candidacy

(See instructions for preparation on back)

FOR OFFICE USE ONLY

Is this an amendment?

☐ **Yes** (if you have already filed a DOC for this election)

☐ **No** (if this is the first DOC you have filed for this election)

I, \_\_\_\_\_, being duly sworn, state that  
Candidate's name

I am a candidate for the office of \_\_\_\_\_  
Official name of office - Include district, branch or seat number

representing \_\_\_\_\_  
If partisan election, name of political party or statement of principle - five words or less (Candidates for nonpartisan office may leave blank.)

and I meet or will meet at the time I assume office the applicable age, citizenship, residency and voting qualification requirements, if any, prescribed by the constitutions and laws of the United States and the State of Wisconsin, and that I will otherwise qualify for office, if nominated and elected.

I have not been convicted of a felony in any court within the United States for which I have not been pardoned.<sup>1</sup>

**My present address, including my municipality of residence for voting purposes is:**

|                   |             |                                |          |                                      |  |
|-------------------|-------------|--------------------------------|----------|--------------------------------------|--|
|                   |             |                                |          | Town of <input type="checkbox"/>     |  |
|                   |             |                                |          | Village of <input type="checkbox"/>  |  |
|                   |             |                                |          | City of <input type="checkbox"/>     |  |
| House or fire no. | Street Name | Mailing Municipality and State | Zip code | Municipality of Residence for Voting |  |

**My name as I wish it to appear on the official ballot is as follows:**

\_\_\_\_\_  
(Any combination of first name, middle name or initials with surname. A nickname may replace a legal name.)

STATE OF WISCONSIN

County of \_\_\_\_\_  
(County where oath administered)

}

ss.

\_\_\_\_\_  
(Signature of candidate)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
(Signature of person authorized to administer oaths)

**NOTARY SEAL  
REQUIRED, IF OATH  
ADMINISTERED BY  
NOTARY PUBLIC**

☐ Notary Public or ☐ other official \_\_\_\_\_  
(Official title, if not a notary)

If Notary Public: My commission expires \_\_\_\_\_ or ☐ is permanent.

The information on this form is required by Wis. Stat. § 8.21, Art. XIII, Sec. 3, Wis. Const., and must be filed with the filing officer in order to have a candidate's name placed on the ballot. Wis. Stats. §§ 8.05 (1)(j), 8.10 (5), 8.15 (4)(b), 8.20 (6), 120.06 (6)(b), 887.01

EL-162 | Rev. 2019-08 | Wisconsin Elections Commission, P.O. Box 7984, Madison, WI 53707-7984  
608-266-8005 | web: elections.wi.gov | email: elections@wi.gov

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1 A constitutional amendment bars any candidate convicted of a misdemeanor which violates the public trust from running for or holding a public office. However, the legislature has not defined which misdemeanors violate the public trust. A candidate convicted of any misdemeanor is not barred from running for or holding a public office until the legislature defines which misdemeanors apply.

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## Instructions for Completing the Declaration of Candidacy

All candidates seeking ballot status for election to any office in the State of Wisconsin must properly complete and file a **Declaration of Candidacy**. This form must be **ON FILE** with the proper filing officer no later than the deadline for filing nomination papers or the candidate's name will not appear on the ballot. A facsimile will be accepted if the FAX copy is received by the filing officer no later than the filing deadline **and** the signed original declaration is received by the filing officer with a postmark no later than the filing deadline.

### Information to be provided by the candidate:

- Type or print your name on the first line.
- The title of the office and **any district, branch, or seat number** for which you are seeking election must be inserted on the second line. *For legislative offices insert the title and district number, for district attorneys insert the title and the county, for circuit court offices insert the title, county and branch number, and for municipal and school board offices insert the title and any district or seat number.*
- Type or print the political party affiliation or principle supported by you in five words or less on the third line. *Nonpartisan candidates may leave this line blank.*
- **Felony convictions:** Your name cannot appear on the ballot if you have been convicted of a felony in any court in the United States for which you have not been pardoned. Please see footnote on page 1 for further information with respect to convictions for misdemeanors involving a violation of public trust. *These restrictions only apply to candidates for state and local office.*
- Your current address, including your municipality of residence for voting purposes, must be inserted on the fourth line. This must include your entire mailing address (**street and number, municipality where you receive mail**) and the name of the municipality in which you reside and vote (town, village, or city of \_\_\_\_). If your address changes before the election, an amended Declaration of Candidacy must be filed with the filing officer. Wis. Stat. § 8.21. *Federal candidates are not required to provide this information, however an address for contact purposes is helpful.*
- Type or print your name on the fifth line as you want it to be printed on the official ballot. You may use your full legal name, former legal surname, or any combination of first name, middle name, and initials, surname or nickname with last name.

**Note:** The Wisconsin Elections Commission has determined that, absent any evidence of an attempt to manipulate the electoral process, candidates are permitted to choose any form of their name, including nicknames, by which they want to appear on the ballot.

No titles are permitted. In addition, names such as "Red" or "Skip" are permitted, but names which have an apparent electoral purpose or benefit, such as "Lower taxes," "None of the above" or "Lower Spending" are not permitted. It is also not permissible to add nicknames in quotes or parentheses. For example, John "Jack" Jones or John (Jack) Jones are not acceptable, but John Jones, Jack Jones or John Jack Jones are acceptable.

This form must be sworn to and signed in the presence of a notary public or other person authorized to administer oaths, such as a county or municipal clerk. Wis. Stat. §§ 8.21(2), 887.01(1).

### Information to be provided by the person administering the oath:

- The county where the oath was administered.
- The date the Declaration of Candidacy was signed and the oath administered.
- The signature and title of the person administering the oath. If signed by a notary public, the notary seal is required and the date the notary's commission expires must be listed.

All candidates for offices using the nomination paper process must file this form (*and all school district candidates must file the EL-162sd*) with the appropriate filing officer no later than the deadline for filing nomination papers. Wis. Stats. §§ 8.10 (5), 8.15 (4)(b), 8.20 (6), 8.21, 8.50 (3)(a), 120.06 (6)(b). Candidate for local office at a caucus must file this form with their municipal clerk within 5 days of receiving notice of nomination. Wis. Stat. § 8.05 (l)(j).



# CAMPAIGN FINANCE COMMITTEE/CONDUIT REGISTRATION STATEMENT

## STATE OF WISCONSIN

**Note:** An amended registration statement must be filed within 10 days of any changes in information.

1. Is this an Amendment? ☐ No ☐ Yes If yes, please enter your committee number:

Committee Number

### SECTION A: GENERAL INFORMATION

|  |            |   |  |   |                     |
|--|------------|---|--|---|---------------------|
| A1. Committee/Conduit Name   |            | A2. Registrant Type (Choose One)<br><input type="radio"/> Candidate <input type="radio"/> Referendum <input type="radio"/> Recall <input type="radio"/> Conduit<br><input type="radio"/> Political Action (PAC) <input type="radio"/> Independent Expenditure (IEC)<br><input type="radio"/> Political Party <input type="radio"/> Legislative Campaign Committee |  |   |                     |
| A3. Email  | A4. Phone  |   |  |   |                     |
| A5. Mailing Address  |            | A6. City  |  | A7. State   | A8. Zip             |
| Depository Institution Information   |            |   |  |   |                     |
| A9. Institution Name   |            | A10. Street Address   |  | A11. City   | A12. State A13. Zip |
| Treasurer/Administrator Information  |            |   |  |   |                     |
| A14. Name  |            | A15. Email  |  | A16. Phone  |                     |
| A17. Mailing Address   |            | A18. City   |  | A19. State  | A20. Zip            |
| Other Officers (Optional)<br><i>Independent and local non-partisan candidates: Indicate by an asterisk (*) which officers are authorized to fill a vacancy in nomination due to death of candidate.</i>  |            |   |  |   |                     |
| A21. Name  | A22. Title | A23. Email  |  | A24. Phone  |                     |
| A25. Name  | A26. Title | A27. Email  |  | A28. Phone  |                     |
| Filing Exemption<br><i>Registrants that will not accept contributions, make disbursements, or incur obligations in an aggregate amount of more than \$2,500 in a calendar year are eligible for exemption from filing campaign finance reports. For committees registering with the Commission, exempt status is effective only for the calendar year in which it is granted. Those committees registering with the Commission that want to remain exempt must renew each year. Local candidate committees that do not anticipate accepting or making contributions, making disbursements, or incurring obligations in an aggregate amount exceeding \$2,500 in a calendar year may claim an exemption from filing campaign finance reports at any time. This exemption applies until the local candidate committee exceeds the \$2,500 aggregate activity threshold, amends its registration, or is terminated.</i> |            |   |  | A29. Exemption Affirmation<br><input type="radio"/> Yes, this registrant is eligible for exemption.<br><input type="radio"/> No, this registrant is not eligible for exemption. |                     |

### SECTION B: CANDIDATE COMMITTEES

|   |           |  |                    |
|---|-----------|--|--------------------|
| B1. Office Sought (include District/Branch)   |           | B2. Political Party  | B3. Election Date  |
| Candidate Information   |           |  |                    |
| B4. Name  | B5. Email |  | B6. Phone          |
| B7. Mailing Address   | B8. City  |  | B9. State B10. Zip |
| Second Candidate Committee<br><i>An individual who holds a state or local elective office may establish a second candidate committee to pursue another state or local office.</i> |           | B11. Is this your only registered candidate committee in Wisconsin?<br><input type="radio"/> Yes, this is my only candidate committee in Wisconsin.<br><input type="radio"/> No, this is my second candidate committee in Wisconsin. |                    |
| B12. Other Office Held or Sought (include District/Branch) Only complete B12 if you responded "No" to B11.  |           |  |                    |

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# CAMPAIGN FINANCE COMMITTEE/CONDUIT REGISTRATION STATEMENT

## STATE OF WISCONSIN

**Note:** An amended registration statement must be filed within 10 days of any changes in information.

### SECTION C: RECALL COMMITTEES

|  |  |   |
|--|--|---|
| C1. Name of Official Subject to Recall | C2. Office of Official Subject to Recall | C3. <input type="radio"/> Support<br><input type="radio"/> Oppose |
|--|--|---|

### SECTION D: PAC, IEC, AND CONDUITS

|                             |           |           |         |
|-----------------------------|-----------|-----------|---------|
| D1. Sponsoring Organization | D2. Email | D3. Phone |         |
| D4. Mailing Address         | D5. City  | D6. State | D7. Zip |

### SECTION E: POLITICAL PARTY & LEGISLATIVE CAMPAIGN COMMITTEES

|  |                    |  |           |         |
|--|--------------------|--|-----------|---------|
| E1. Political Party or Legislative Campaign Committee              |                    | E2. Does the Party or Committee have a Segregated Fund? <input type="radio"/> No <input type="radio"/> Yes |           |         |
| Segregated Fund Depository Institution Information (if applicable) |                    |  |           |         |
| E3. Institution Name   | E4. Street Address | E5. City   | E6. State | E7. Zip |

### SECTION F: REFERENDA COMMITTEES

|  |   |
|--|---|
| F1. Nature of Referendum (if applicable) | F2. <input type="radio"/> Support<br><input type="radio"/> Oppose |
|--|---|

### SECTION G: CERTIFICATION

#### Accurate Information

*I certify that I am an authorized representative of the registrant and that to my knowledge all of the information contained within this registration is true, correct, and complete.*

#### Timely Amendments

*I am aware of the requirement to amend this registration statement within 10 days of any change of information contained within, as well as the requirement to register within 10 days of meeting the requirements to register under Chapter 11 of Wisconsin Statutes.*

#### Records Retention

*I acknowledge the duty to maintain records in an organized and legible manner for three years from the date of the most recent election in which this registrant participates. If registering a candidate committee, I acknowledge the duty to maintain records in an organized and legible manner for the three-year period prescribed in s.11.0201(4).*

#### Ongoing Compliance

*This registrant shall continue to maintain its registration and comply with all applicable reporting requirements under Chapter 11 of Wisconsin Statutes.*

#### Treasurer/Administrator

|                           |               |          |
|---------------------------|---------------|----------|
| G1. Printed Name          | G2. Signature | G3. Date |
| Candidate (if applicable) |               |          |
| G4. Printed Name          | G5. Signature | G6. Date |





## FORM INSTRUCTIONS

### CAMPAIGN FINANCE COMMITTEE/CONDUIT REGISTRATION STATEMENT (CF-1)

**Note:** This form is used to register a committee or conduit under Chapter 11 of the Wisconsin Statutes. Committees and conduits required to register and report with the Wisconsin Ethics Commission should register and report using the Commission's Campaign Finance Information System which can be found on line at [cfis.wi.gov](http://cfis.wi.gov). Committees required to register and report with a local filing officer must register with this form. The Commission does not intend to use any personally identifiable information from this form for any purpose other than registering a committee or conduit. This form will be made available to the public upon request. All information you provide is available to the public.

**Item 1. Is this an amendment?** Check the appropriate box. If "Yes" is checked, enter the committee ID number if you have one. If "No" is checked, proceed directly to Section A.

**Section A: General Information.** All committees and conduits must complete section A. Candidates for local office may find the CF-1L form easier to use. Either form CF-1 or CF-1L is allowed.

**Item A1: Committee/Conduit Name.** All committees and conduits must have a name. It is not required that the name include the candidate or organization's name, but it is recommended. A political party committee wishing to operate under the same name as a state political party committee must receive authorization from that state party (WIS. STAT. § 11.0101(26)(a)1).

**Item A29: Exemption Affirmation.** Committees claiming exemption may not have more than \$2,500 of activity, in the aggregate per year. For example, in a calendar year, if you raise \$1,600 and spend \$1,000 you have \$2,600 of aggregate activity and are not eligible to claim exemption.

**Depository Institution Information.** All committees and conduits must designate a depository institution. While it is recommended that all committees have a designated campaign depository account, candidates who will serve as their own treasurer may designate a single personal account to serve as the committee depository account while claiming a filing exemption and may intermingle personal and campaign funds (WIS. STAT. § 11.0201(2)(b)).

**Treasurer/Administrator Information.** Each committee must appoint a treasurer and each conduit must appoint an administrator. Any adult may serve as a treasurer or administrator. A candidate may serve as his or her own treasurer. If a candidate is serving as their own treasurer, please enter 'Candidate' or 'Self' in the name, and then you can leave the other treasurer information blank.

**Section B: Candidate Committees.** All candidates register their committee to appear on the ballot. Candidate committees must complete section B. No other committee type should complete section B. Candidates for local office may find the CF-1L form easier to use. Either form CF-1 or CF-1L is allowed.

**Section C: Recall Committees.** Recall committees must complete section C. No other committee type should complete section C.

**Section D: PAC, IEC, and Conduits.** Political action committees, independent expenditure committees, and conduits must complete section D. No other committee type should complete section B. All fields in section D refer to the sponsoring organization's contact information.

**Section E: Political Party and Legislative Campaign Committees.** Only political party committees and legislative campaign committees should complete section E.

**Item E2.** A political party or a legislative campaign committee may establish a segregated fund for purposes other than making contributions to a candidate committee or making disbursements for express advocacy (WIS. STAT. § 11.1104(6)). If the political party or legislative campaign committee has a segregated fund, please indicate by checking "Yes."

**Items E3 - E7.** If the segregated fund is maintained with the same depository institution as the primary account, write "Same as primary account." in E3.

**Section F: Referendum Committees.** Only referendum committees should complete section F.

**Section G: Certification.** All committees and conduits must complete section G. If a candidate is serving as their own treasurer, they only need to sign the certification once as either the candidate or treasurer.





**CAMPAIGN FINANCE REGISTRATION STATEMENT —  
LOCAL CANDIDATE COMMITTEE—CONFIDENTIAL PHONE CONTACTS**  
STATE OF WISCONSIN

All information on pages 1 and 2 of this form is available to the public. Pursuant to 2023 Wisconsin Act 120, candidates, treasurers, and any other custodian of books and accounts (such as an assistant treasurer) are required to provide a personal telephone number. This page provides you the space to provide those required telephone numbers. Personal telephone numbers are confidential and are not subject to the right of inspection and copying under Wis. STAT. § 19.35(1).

| Candidate Information |                       |
|-----------------------|-----------------------|
| Name                  | Personal Phone Number |

| Treasurer Information |                       |
|-----------------------|-----------------------|
| Name                  | Personal Phone Number |

| Other Custodians' Information |                       |
|-------------------------------|-----------------------|
| Name                          | Personal Phone Number |
| Name                          | Personal Phone Number |
| Name                          | Personal Phone Number |



NOMINATION PAPER FOR NONPARTISAN OFFICE

Item 15.

Candidate's name (required); no titles may be used.

Candidate's residential address (required) No P.O. box addresses  
Street, fire, or rural route number; box number (if rural route); and name of street or road

Candidate's mailing address, including municipality for mailing purposes (required if different than residential address or voting municipality)

Title of office (required)

State (required)  
WI

Zip code

Branch, district or seat number (required if applicable)  
☐ Branch  
☐ District  
☐ Seat

Name of jurisdiction or district in which candidate seeks office (required)

Candidate's municipality for voting purposes (required)  
☐ Town  
☐ Village  
☐ City

Election date (required) Do not use primary date.  
Mo/Day/Year

(name of municipality)

I, the undersigned, request that the candidate, whose name and residential address are listed above, be placed on the ballot at the election described above as a candidate so that voters will have the opportunity to vote for ☐ him or ☐ her for the office listed above. I am eligible to vote in the jurisdiction or district in which the candidate named above seeks office. I have not signed the nomination paper of any other candidate for the same office at this election.

| The municipality used for mailing purposes, when different than municipality of residence, is not sufficient. The name of the municipality of residence must always be listed. |                          |  |  |
|--|--------------------------|--|--|
| Signatures of Electors   | Printed Name of Electors | Residential Address (No P.O. Box Addresses)<br>Street and Number or Rural Route<br>(Rural address must also include box or fire no.) | Municipality of Residence<br>Check the type and write the name of your municipality for voting purposes.<br><input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City |
| 1.   |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |
| 2.   |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |
| 3.   |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |
| 4.   |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |
| 5.   |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |
| 6.   |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |
| 7.   |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |
| 8.   |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |
| 9.   |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |
| 10.  |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |

CERTIFICATION OF CIRCULATOR

I, \_\_\_\_\_ (Name of circulator) certify: I reside at \_\_\_\_\_ (Circulator's residential address - Include number, street, and municipality.)  
I further certify I am either a qualified elector of Wisconsin, or a U.S. citizen, age 18 or older who, if I were a resident of this state, would not be disqualified from voting under Wis. Stat. §6.03. I personally circulated this nomination paper and personally obtained each of the signatures on this paper. I know that the signers are electors of the jurisdiction or district the candidate seeks to represent. I know that each person signed the paper with full knowledge of its content on the date indicated opposite his or her name. I know their respective residences given. I intend to support this candidate. I am aware that falsifying this certification is punishable under Wis. Stat. § 12.13(3)(a).

(Date)

(Signature of circulator)

| Rev. 2019-10 | Wisconsin Elections Commission, P.O. Box 7984, Madison, WI 53707-7984 | 608-261-2028 | web: elections.wi.gov | email: \_\_\_\_\_

Page No.

105

## INSTRUCTIONS FOR PREPARING NOMINATION PAPERS FOR NONPARTISAN OFFICE

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**Page Numbers** – Number each page consecutively, beginning with "1", before submitting to the filing officer. A space for page numbers has been provided in the lower right-hand corner of the form.

**Candidate's Name** – Insert the candidate's name. A candidate may use his or her full legal name, or any combination of first name, middle name, and initials or nickname with last name. The Wisconsin Elections Commission has determined that, absent any evidence of an attempt to manipulate the electoral process, candidates are permitted to choose any form of their name, including nicknames, by which they want to appear on the ballot.

No titles are permitted. In addition, names such as "Red" or "Skip" are permitted, but names which have an apparent electoral purpose or benefit, such as "Lower taxes," "None of the above" or "Lower Spending" are not permitted. It is also not permissible to add nicknames in quotes or parentheses between first and last names. For example, John "Jack" Jones or John (Jack) Jones are not acceptable, but John Jones, Jack Jones or John Jack Jones are acceptable.

**Candidate's Address** – Insert the candidate's residential address (*no P.O. Box addresses*) and the municipality for voting purposes. Indicate if the municipality of residence is a town, village, or city. If a candidate's mailing address is different from the residential address or voting municipality, a complete mailing address must also be given.

**Date of Election** – Insert the date of the election. If the nomination paper is being circulated for a spring election, the date is the first Tuesday in April. If the election is a special nonpartisan election, the date of the special election must be listed.

**Title of Office** – The name of the office must be listed **along with any branch, district, or seat number** (if applicable) that clearly identifies the office the candidate is seeking. If necessary, the name of the jurisdiction that identifies the office, such as Dane County Circuit Court Judge, Branch 3, must also be listed.

**Name of Jurisdiction** – The nomination papers must also indicate the municipality or jurisdiction in which the signing electors are qualified to vote, as it relates to the office sought by the candidate named on the nomination paper. For example, for a statewide office the jurisdiction is the State of Wisconsin. Others may be the county, town, village, city, aldermanic district, school district, or town sanitary district, as required.

**Signatures and Printed Name of Electors** – Only qualified electors of the jurisdiction or the district the candidate seeks to represent may sign the nomination papers. Each signer must also legibly print their name. Each elector must provide their **residential** address (*no P.O. Box addresses*), including any street, fire or rural route number, box number (if rural route) and street or road name, and municipality of residence. A post office box number alone does not show where the elector actually resides. The name of the Municipality of Residence must be listed for each signing elector and must clearly identify the town, village or city where the elector's voting residence is located. The date the elector signed the nomination paper, including month, day and year, must be indicated. Ditto marks that follow correct and complete address or date information are acceptable. The circulator may add any missing or illegible address or date information before the papers are filed with the filing officer.

**Signature of Circulator** – The circulator should carefully read the language of the *Certification of Circulator*. **THE CIRCULATOR MUST PERSONALLY PRESENT THE NOMINATION PAPER TO EACH SIGNER. THE NOMINATION PAPER MAY NOT BE LEFT UNATTENDED ON COUNTERS OR POSTED ON BULLETIN BOARDS.** The circulator's complete residential address including municipality of residence must be listed in the certification. After obtaining signatures of electors, the circulator must sign and date the certification.

**Other Instructions** – Candidates and circulators should review Ch. Wisconsin Elections Commission §§ 2.05, 2.07, Wis. Adm. Code.

- *Original* nomination papers must be in the physical custody of the appropriate filing officer by the filing deadline. A postmark on the filing deadline is **NOT** sufficient. Nomination papers **CANNOT** be faxed to the filing officer. Ch. Wisconsin Elections Commission § 6.04(2), Wis. Adm. Code.
- Nomination papers with the required number of signatures must be filed with the appropriate filing officer **no later than 5:00 p.m.** on the first Tuesday in January (or the next day if the first Tuesday is a holiday) before the spring election. Special elections may have different filing deadlines. Check with the filing officer.
- In order for a candidate's name to be placed on the ballot, a candidate must file a *Campaign Registration Statement* (ETHCF-1), a *Declaration of Candidacy* (EL-162), and *Nomination Papers* (EL-169) containing the appropriate number of signatures for the office sought no later than the filing deadline. Wis. Stat. § 8.10(3). Candidates for state office and municipal judge must also file a statement of economic interests with the Wisconsin Ethics Commission by the third business day after the nomination paper filing deadline. Wis. Stat. § 19.43. If any one of these required forms is not filed by the deadline, the candidate's name will not be placed on the ballot. Wis. Stat. § 8.30.
- If a candidate or circulator has any questions, he or she should contact the filing officer.

NOMINATION PAPER FOR NONPARTISAN OFFICE

Item 15.

|  |  |   |          |  |  |
|--|--|---|----------|--|--|
| Date's name (required); no titles may be used.   |  | Candidate's residential address (required) No P.O. box addresses<br>Street, fire, or rural route number; box number (if rural route), and name of street or road  |          | Candidate's municipality for voting purposes (required)<br><input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City (name of municipality) |  |
| Candidate's mailing address, including municipality for mailing purposes (required if different than residential address or voting municipality) |  | State (required)<br><b>WI</b>   | Zip code | Type of election (required)<br><input type="checkbox"/> spring<br><input type="checkbox"/> special   | Election date (required) Do not use primary date.<br>Mo/Day/Year |
| Title of office (required)   |  | Branch, district or seat number (required if applicable)<br><input type="checkbox"/> Branch<br><input type="checkbox"/> District<br><input type="checkbox"/> Seat |          | Name of jurisdiction or district in which candidate seeks office (required)  |  |

I, the undersigned, request that the candidate, whose name and residential address are listed above, be placed on the ballot at the election described above as a candidate so that voters will have the opportunity to vote for ☐ him or ☐ her for the office listed above. I am eligible to vote in the jurisdiction or district in which the candidate named above seeks office. I have not signed the nomination paper of any other candidate for the same office at this election.

The municipality used for mailing purposes, when different than municipality of residence, is not sufficient. The name of the municipality of residence must always be listed.

| Signatures of Electors | Printed Name of Electors | Residential Address (No P.O. Box Addresses)<br>Street and Number or Rural Route<br>(Rural address must also include box or fire no.) | Municipality of Residence<br>Check the type and write the name<br>of your municipality for voting<br>purposes. | Date of Signing<br>Mo/Day/Year |
|------------------------|--------------------------|--|--|--------------------------------|
| 1.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City             |                                |
| 2.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City             |                                |
| 3.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City             |                                |
| 4.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City             |                                |
| 5.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City             |                                |
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| 7.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City             |                                |
| 8.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City             |                                |
| 9.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City             |                                |
| 10.                    |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City             |                                |

CERTIFICATION OF CIRCULATOR

I, \_\_\_\_\_ (Name of circulator) certify: I reside at \_\_\_\_\_ (Circulator's residential address - Include number, street, and municipality.)

I further certify I am either a qualified elector of Wisconsin, or a U.S. citizen, age 18 or older who, if I were a resident of this state, would not be disqualified from voting under Wis. Stat. §6.03. I personally circulated this nomination paper and personally obtained each of the signatures on this paper. I know that the signers are electors of the jurisdiction or district the candidate seeks to represent. I know that each person signed the paper with full knowledge of its content on the date indicated opposite his or her name. I know their respective residences given. I intend to support this candidate. I am aware that falsifying this certification is punishable under Wis. Stat. § 12.13(3)(a).

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NOMINATION PAPER FOR NONPARTISAN OFFICE

Item 15.

|  |  |   |          |  |  |
|--|--|---|----------|--|--|
| Candidate's name (required); no titles may be used.  |  | Candidate's residential address (required) No P.O. box addresses<br>Street, fire, or rural route number; box number (if rural route), and name of street or road  |          | Candidate's municipality for voting purposes (required)<br><input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City (name of municipality) |  |
| Candidate's mailing address, including municipality for mailing purposes (required if different than residential address or voting municipality) |  | State (required)<br><b>WI</b>   | Zip code | Type of election (required)<br><input type="checkbox"/> spring<br><input type="checkbox"/> special   | Election date (required) Do not use primary date.<br>Mo/Day/Year |
| Title of office (required)   |  | Branch, district or seat number (required if applicable)<br><input type="checkbox"/> Branch<br><input type="checkbox"/> District<br><input type="checkbox"/> Seat |          | Name of jurisdiction or district in which candidate seeks office (required)  |  |

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|------------------------|--------------------------|--|--|--------------------------------|
| 1.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |                                |
| 2.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City   |                                |
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(Date)  
| Rev. 2019-10 | Wisconsin Elections Commission, P.O. Box 7984, Madison, WI 53707-7984 | 608-261-2028 | web: elections.wi.gov | email:

(Signature of circulator)

Page No.

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NOMINATION PAPER FOR NONPARTISAN OFFICE

Item 15.

|  |   |  |          |   |  |
|--|---|--|----------|---|--|
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| Candidate's mailing address, including municipality for mailing purposes (required if different than residential address or voting municipality) |   | State (required)<br><b>WI</b>  | Zip code | Type of election (required)<br><input type="checkbox"/> spring<br><input type="checkbox"/> special  | Election date (required) Do not use primary date.<br>Mo/Day/Year |
| Title of office (required)   | Branch, district or seat number (required if applicable)<br><input type="checkbox"/> Branch<br><input type="checkbox"/> District<br><input type="checkbox"/> Seat | Name of jurisdiction or district in which candidate seeks office (required)  |          |   |  |

I, the undersigned, request that the candidate, whose name and residential address are listed above, be placed on the ballot at the election described above as a candidate so that voters will have the opportunity to vote for ☐ him or ☐ her for the office listed above. I am eligible to vote in the jurisdiction or district in which the candidate named above seeks office. I have not signed the nomination paper of any other candidate for the same office at this election.

The municipality used for mailing purposes, when different than municipality of residence, is not sufficient. The name of the municipality of residence must always be listed.

| Signatures of Electors | Printed Name of Electors | Residential Address (No P.O. Box Addresses)<br>Street and Number or Rural Route<br>(Rural address must also include box or fire no.) | Municipality of Residence<br>Check the type and write the name of your municipality for voting purposes. | Date of Signing<br>Mo/Day/Year |
|------------------------|--------------------------|--|--|--------------------------------|
| 1.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City       |                                |
| 2.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City       |                                |
| 3.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City       |                                |
| 4.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City       |                                |
| 5.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City       |                                |
| 6.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City       |                                |
| 7.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City       |                                |
| 8.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City       |                                |
| 9.                     |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City       |                                |
| 10.                    |                          |  | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City       |                                |

CERTIFICATION OF CIRCULATOR

I, \_\_\_\_\_ (Name of circulator) certify: I reside at \_\_\_\_\_ (Circulator's residential address - Include number, street, and municipality.)

I further certify I am either a qualified elector of Wisconsin, or a U.S. citizen, age 18 or older who, if I were a resident of this state, would not be disqualified from voting under Wis. Stat. §6.03. I personally circulated this nomination paper and personally obtained each of the signatures on this paper. I know that the signers are electors of the jurisdiction or district the candidate seeks to represent. I know that each person signed the paper with full knowledge of its content on the date indicated opposite his or her name. I know their respective residences given. I intend to support this candidate. I am aware that falsifying this certification is punishable under Wis. Stat. § 12.13(3)(a).

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**Title of Office** - The name of the office must be listed **along with any branch, district, or seat number** (if applicable) that clearly identifies the office the candidate is seeking. If necessary, the name of the jurisdiction that identifies the office, such as Dane County Circuit Court Judge, Branch 3, must also be listed.

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**Signature of Circulator** - The circulator should carefully read the language of the *Certification of Circulator*. **THE CIRCULATOR MUST PERSONALLY PRESENT THE NOMINATION PAPER TO EACH SIGNER. THE NOMINATION PAPER MAY NOT BE LEFT UNATTENDED ON COUNTERS OR POSTED ON BULLETIN BOARDS.** The circulator's complete residential address including municipality of residence must be listed in the certification. After obtaining signatures of electors, the circulator must sign and date the certification.

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- In order for a candidate's name to be placed on the ballot, a candidate must file a *Campaign Registration Statement* (ETHCF-1), a *Declaration of Candidacy* (EL-162), and *Nomination Papers* (EL-169) containing the appropriate number of signatures for the office sought no later than the filing deadline. Wis. Stat. § 8.10(3). Candidates for state office and municipal judge must also file a statement of economic interests with the Wisconsin Ethics Commission by the third business day after the nomination paper filing deadline. Wis. Stat. § 19.43. If any one of these required forms is not filed by the deadline, the candidate's name will not be placed on the ballot. Wis. Stat. § 8.30.
- If a candidate or circulator has any questions, he or she should contact the filing officer.

# NOMINATION PAPER FOR NONPARTISAN OFFICE

|  |  |  |          |   |  |
|--|--|--|----------|---|--|
| Date's name (required); no titles may be used.   |  | Candidate's residential address (required) No P.O. box addresses<br>Street, fire, or rural route number; box number (if rural route), and name of street or road |          | Candidate's municipality for voting purposes (required)<br><input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City |  |
| Candidate's mailing address, including municipality for mailing purposes (required if different than residential address or voting municipality) |  | State (required)<br><b>WI</b>  | Zip code | Type of election (required)<br><input type="checkbox"/> spring<br><input type="checkbox"/> special  | Election date (required) Do not use primary date.<br>Mo/Day/Year |
| Title of office (required)   |  | Name of jurisdiction or district in which candidate seeks office (required)  |          | (name of municipality)  |  |

I, the undersigned, request that the candidate, whose name and residential address are listed above, be placed on the ballot at the election described above as a candidate so that voters will have the opportunity to vote for ☐ him or ☐ her for the office listed above. I am eligible to vote in the jurisdiction or district in which the candidate named above seeks office. I have not signed the nomination paper of any other candidate for the same office at this election.

| The municipality used for mailing purposes, when different than municipality of residence, is not sufficient. The name of the municipality of residence must always be listed. |                          |  |
|--|--------------------------|--|
| Signatures of Electors   | Printed Name of Electors | Residential Address (No P.O. Box Addresses)<br>Street and Number or Rural Route<br>(Rural address must also include box or fire no.) |
| 1.   |                          | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City                                   |
| 2.   |                          | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City                                   |
| 3.   |                          | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City                                   |
| 4.   |                          | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City                                   |
| 5.   |                          | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City                                   |
| 6.   |                          | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City                                   |
| 7.   |                          | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City                                   |
| 8.   |                          | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City                                   |
| 9.   |                          | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City                                   |
| 10.  |                          | <input type="checkbox"/> Town<br><input type="checkbox"/> Village<br><input type="checkbox"/> City                                   |

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I, \_\_\_\_\_ (Name of circulator) certify: I reside at \_\_\_\_\_ (Circulator's residential address - Include number, street, and municipality.)

I further certify I am either a qualified elector of Wisconsin, or a U.S. citizen, age 18 or older who, if I were a resident of this state, would not be disqualified from voting under Wis. Stat. §6.03. I personally circulated this nomination paper and personally obtained each of the signatures on this paper. I know that the signers are electors of the jurisdiction or district the candidate seeks to represent. I know that each person signed the paper with full knowledge of its content on the date indicated opposite his or her name. I know their respective residences given. I intend to support this candidate. I am aware that falsifying this certification is punishable under Wis. Stat. § 12.13(3)(a).

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# 2026-2027 BUDGET BRIEFING





# 2026-2027 BUDGET BRIEFING

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- 10/9/2025 – FINANCE COMMITTEE MEETING (1 OF 3) [VIDEO](#)
  - FIRE/EMS, PUBLIC WORKS, UTILITIES, NEIGHBORHOOD SERVICES, ECONOMIC DEVELOPMENT
- 10/14/2025 – FINANCE COMMITTEE MEETING (2 OF 3) [VIDEO](#)
  - POLICE, PARKS & RECREATION
- 10/15/2025 – FINANCE COMMITTEE MEETING (3 OF 3) [VIDEO](#)
  - LIBRARY, ADMINISTRATION, MEDIA SERVICES, ELECTIONS, SHARED-RIDE TAXI
- 10/21/2025 – CITY MANAGER DRAFT BUDGET PRESENTATION [VIDEO](#)
- 10/28/2025—FINANCE COMMITTEE MEETING (FINAL BUDGET REVIEW) [VIDEO](#)
  - CIP, LAKES, CAPITAL PROJECT FUND, DEBT SERVICE, TRANSFERS, GENERAL FUND
- **11/4/2025 – PRESENTATION OF THE UPDATED DRAFT BUDGET**
- 11/18/2025 - FORMAL PRESENTATION OF THE BUDGET
- 12/2/2025 – APPROVAL AND ADOPTION OF THE BUDGET



# 2026-2027 BUDGET BRIEFING

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## **GUIDING PRINCIPLES:**

- Deliver a Balanced Budget
- Maintain a Prudent Fund Balance
- Align Budget Initiatives Strategic Goals
- Manage Debt Responsibly
- Sustain Infrastructure Investment
- Promote Transparency and Accountability
- Encourage Efficiency and Innovation
- Maintain Competitive and Fair Compensation



# 2026-2027 BUDGET BRIEFING

|                  | (BUDGET YEAR) |          |
|------------------|---------------|----------|
|                  | ACTUAL        | ESTIMATE |
| WALWORTH COUNTY  | 2025          | 2026     |
| CITY'S MILL RATE | 6.57          | 7.52     |

## Walworth County

| ASSESSED<br>VALUE | 2025 MILL<br>RATE | 2026<br>ESTIMATE | YOY \$ CHG |
|-------------------|-------------------|------------------|------------|
| 150,000           | 986               | 1,128            | 143        |
| 200,000           | 1,314             | 1,504            | 190        |
| 250,000           | 1,643             | 1,880            | 238        |
| 300,000           | 1,971             | 2,256            | 285        |
| 350,000           | 2,300             | 2,632            | 333        |
| 400,000           | 2,628             | 3,008            | 380        |
| 450,000           | 2,957             | 3,384            | 428        |
| 500,000           | 3,285             | 3,760            | 475        |

|                 |             |
|-----------------|-------------|
| ASSESSED VALUES | 949,451,676 |
| CITY TAX LEVY   | 7,137,527   |
| MILL RATE       | 7.52        |



# 2026-2027 BUDGET BRIEFING

## WALWORTH COUNTY

| BUDGET YEAR     | 2025     | 2026     | \$ CHG | % CHG | BUDGET YEAR     | 2025     | 2026     | \$ CHG | % CHG |
|-----------------|----------|----------|--------|-------|-----------------|----------|----------|--------|-------|
| ASSESSED VALUE  | 311,500  | 337,200  | 25,700 | 8.3%  | ASSESSED VALUE  | 212,000  | 235,400  | 23,400 | 9.9%  |
| MILL RATE       | 6.57     | 7.52     | 0.95   | 14.5% | MILL RATE       | 6.57     | 7.52     | 0.95   | 14.5% |
| CITY'S TAX BILL | 2,046.89 | 2,535.74 | 488.85 | 23.9% | CITY'S TAX BILL | 1,393.07 | 1,770.21 | 377.14 | 27.1% |
| BUDGET YEAR     | 2025     | 2026     | \$ CHG | % CHG | BUDGET YEAR     | 2025     | 2026     | \$ CHG | % CHG |
| ASSESSED VALUE  | 224,900  | 247,300  | 22,400 | 10%   | ASSESSED VALUE  | 277,500  | 292,300  | 14,800 | 5.3%  |
| MILL RATE       | 6.57     | 7.52     | 0.95   | 14.5% | MILL RATE       | 6.57     | 7.52     | 0.95   | 14.5% |
| CITY'S TAX BILL | 1,477.83 | 1,859.70 | 381.87 | 25.8% | CITY'S TAX BILL | 1,823.47 | 2,198.10 | 374.63 | 20.5% |



# 2026-2027 BUDGET BRIEFING

|                  | (BUDGET YEAR) |          |
|------------------|---------------|----------|
|                  | ACTUAL        | ESTIMATE |
| JEFFERSON COUNTY | 2025          | 2026     |
| CITY'S MILL RATE | 6.12          | 7.72     |

## Jefferson County

| ASSESSED<br>VALUE | 2025 CITY<br>TAXES | 2026<br>ESTIMATE | YOY \$ CHG |
|-------------------|--------------------|------------------|------------|
| 150,000           | 918                | 1,158            | 240        |
| 200,000           | 1,224              | 1,544            | 320        |
| 250,000           | 1,530              | 1,930            | 400        |
| 300,000           | 1,836              | 2,316            | 480        |
| 350,000           | 2,142              | 2,702            | 560        |
| 400,000           | 2,448              | 3,088            | 640        |
| 450,000           | 2,754              | 3,474            | 720        |
| 500,000           | 3,060              | 3,860            | 800        |

ASSESSED VALUES 139,823,900

CITY TAX LEVY 1,080,128

MILL RATE 7.72



# 2026-2027 BUDGET BRIEFING

## JEFFERSON COUNTY

| BUDGET YEAR     | 2025     | 2026     | \$ CHG  | % CHG | BUDGET YEAR     | 2025     | 2026     | \$ CHG | % CHG |
|-----------------|----------|----------|---------|-------|-----------------|----------|----------|--------|-------|
| ASSESSED VALUE  | 583,600  | 644,900  | 61,300  | 10.5% | ASSESSED VALUE  | 337,000  | 364,800  | 27,800 | 8.2%  |
| MILL RATE       | 6.12     | 7.72     | 1.60    | 26.1% | MILL RATE       | 6.12     | 7.72     | 1.60   | 26.1% |
| CITY'S TAX BILL | 3,571.79 | 4,978.63 | 1406.84 | 39.4% | CITY'S TAX BILL | 2,062.53 | 2,816.26 | 753.73 | 36.5% |
| BUDGET YEAR     | 2025     | 2026     | \$ CHG  | % CHG | BUDGET YEAR     | 2025     | 2026     | \$ CHG | % CHG |
| ASSESSED VALUE  | 302,500  | 327,500  | 25,000  | 8.3%  | ASSESSED VALUE  | 208,900  | 231,700  | 22,800 | 10.9% |
| MILL RATE       | 6.12     | 7.72     | 1.60    | 26.1% | MILL RATE       | 6.12     | 7.72     | 1.60   | 26.1% |
| CITY'S TAX BILL | 1,851.38 | 2,528.30 | 676.92  | 36.6% | CITY'S TAX BILL | 1,278.53 | 1,788.72 | 510.19 | 39.9% |



# 2026-2027 BUDGET BRIEFING

## CITY PROPERTY TAX LEVY

|                   | 2025             | 2026             | YOY CHG \$      | YOY CHG % |
|-------------------|------------------|------------------|-----------------|-----------|
| OPERATIONS LEVY   | 4,507,730        | 5,864,269        | 1,356,539       | 30.1%     |
| DEBT SERVICE LEVY | <u>1,952,572</u> | <u>1,879,330</u> | <u>(73,242)</u> | -3.8%     |
| TOTAL             | 6,460,302        | 7,743,599        | 1,283,297       | 19.9%     |
| ASSESSED VALUE    | 1,014,038,650    | 1,089,275,576    | 75,236,926      | 7.4%      |
| BLENDED MILL RATE | 6.51             | 7.54             | 0.74            | 11.6%     |

## How Does the City Determine the Mill Rates?

### 1. Establish Total Tax Asking (Levy)

7,743,599

5,864,269 Operational Levy  
1,879,330 Debt Levy



# 2026-2027 BUDGET BRIEFING

## How Does the City Determine the Mill Rates?

### 2. We Determine the Apportion for Each County

|                                     |                             |                          |
|-------------------------------------|-----------------------------|--------------------------|
| Equalized Value                     | 144,854,200                 |                          |
| Remove Increment                    | (1,074,200) TID 10          |                          |
|                                     | <u>(12,046,900) TID 14</u>  |                          |
| Equalized Value (No TIF)            | 131,733,100                 |                          |
| City's Total Equalized Value        | <b><u>1,038,481,800</u></b> |                          |
| % of Levy Allocated to Jefferson Co | <b>0.126851621</b>          |                          |
| Apportioned Levy                    | <b>982,288</b>              | (% of Levy X Total Levy) |





# 2026-2027 BUDGET BRIEFING

## How Does the City Determine the Mill Rates?

### 3. Determine the Tax Increment

|                          |   |                    |
|--------------------------|---|--------------------|
| Apportioned Levy         | ÷ | 982,288            |
| Equalized Value (No TIF) |   | <u>131,733,100</u> |
| Interim Value            | × | 0.007456654        |
| Equalized Value          |   | <u>144,854,200</u> |
| Total \$ to be Levied    |   | 1,080,128          |

|                  |                  |
|------------------|------------------|
| Total Levied     | 1,080,128        |
| Apportion Levied | <u>(982,288)</u> |
| Increment        | 97,840           |



# 2026-2027 BUDGET BRIEFING

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## How Does the City Determine the Mill Rates?

### 4. Calculate the Mill Rate

Total \$ Levied / Assessed Value X 1,000 =  
Mill Rate

$$1,080,128 / 139,823,900 \times 1,000 = 7.72$$

Jefferson County



# 2026-2027 BUDGET BRIEFING

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## Notable Items

- Changes in Equalized Value
  - Walworth +44,085,100 or 5%
  - Jefferson +16,295,000 or 13%
- Net New Construction
  - Walworth 10,529,300 or 1.15%
  - Jefferson 804,900 or 0.63%
- 2025 TID Growth
  - Walworth – 31,710,500
    - Overall – 50,453,700
  - Jefferson – 7,384,200
    - Overall – 13,121,100

# 2026-2027 BUDGET BRIEFING

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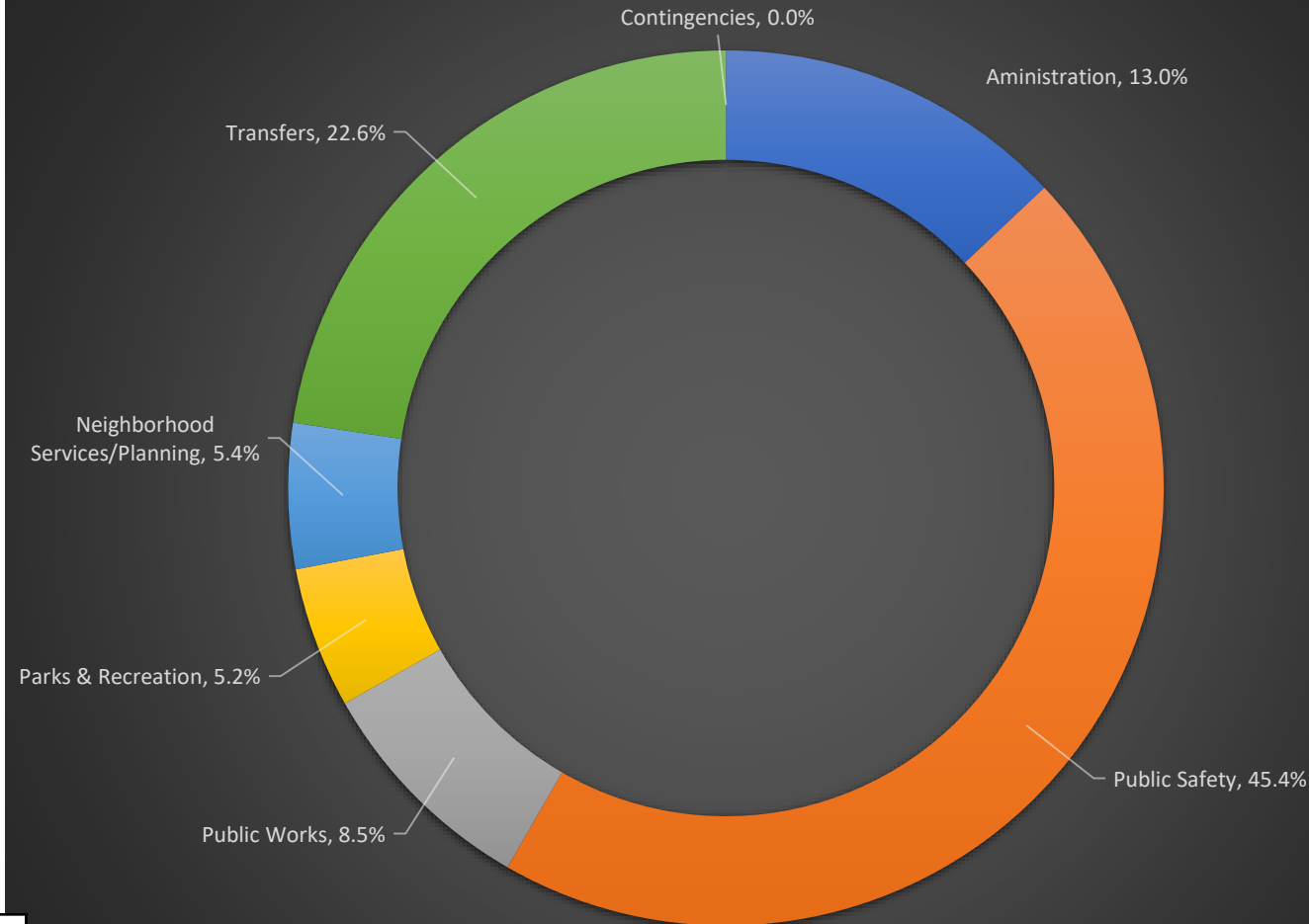
## General Fund Budget – Notable Items

- 3% Wage Allowances
- Health Insurance
  - 53% increase in premiums
  - No contribution to the Health Insurance SIR Fund
- Potential Prefunding
  - Shared-Ride Taxi
  - Media Services
  - Forestry
  - PD Vehicle Replacement



# 2026-2027 BUDGET BRIEFING

## 2026 GENERAL FUND EXPENDITURES



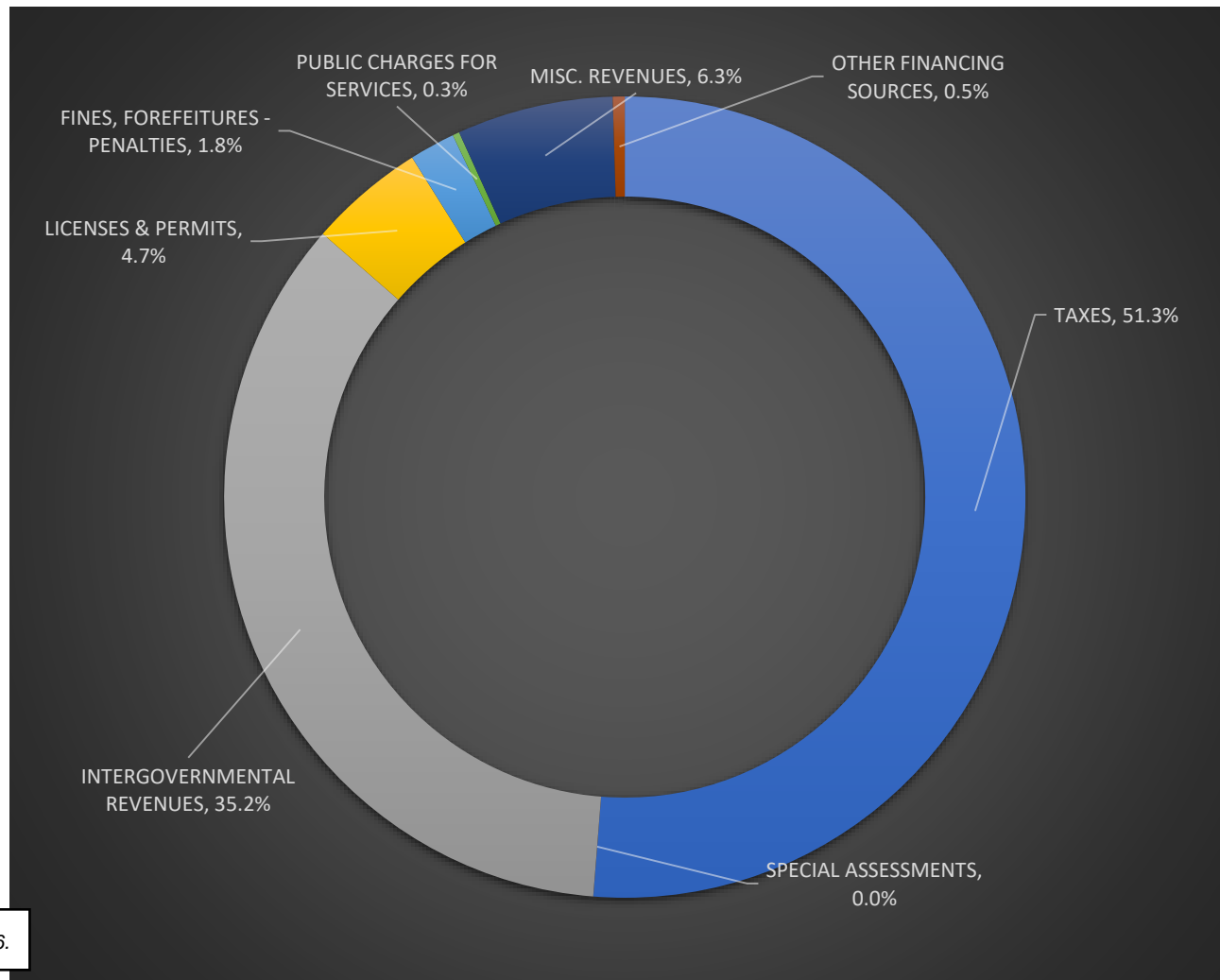
| DEPT %                             | % CHG |
|------------------------------------|-------|
| ADMINISTRATION 13%                 | -1%   |
| PUBLIC SAFETY 45.4%                | +3.4% |
| PUBLIC WORKS 8.5%                  | -0.5% |
| PARKS & RECREATION 5.2%            | -0.8% |
| NEIGHBORHOOD SERVICE/PLANNING 5.4% | +3.4% |
| TRANSFERS 22.6%                    | -4.4% |
| CONTINGENCIES 0%                   | 0%    |



# 2026-2027 BUDGET BRIEFING

## 2026 GENERAL FUND REVENUES

| REVENUE TYPE %                    | % CHG |
|-----------------------------------|-------|
| TAXES 51%                         | 0%    |
| SPECIAL ASSESSMENTS 0%            | 0%    |
| INTERGOVERNMENTAL REVENUES 35%    | -3%   |
| LICENSES & PERMITS 5%             | +4%   |
| FINES, FOREFEITURES –PENALTIES 2% | 0%    |
| PUBLIC CHARGES FOR SERVICES 0%    | 0%    |
| MISC. REVENUES 6%                 | -1%   |
| OTHER FINANCING SOURCES 0%        | 0%    |



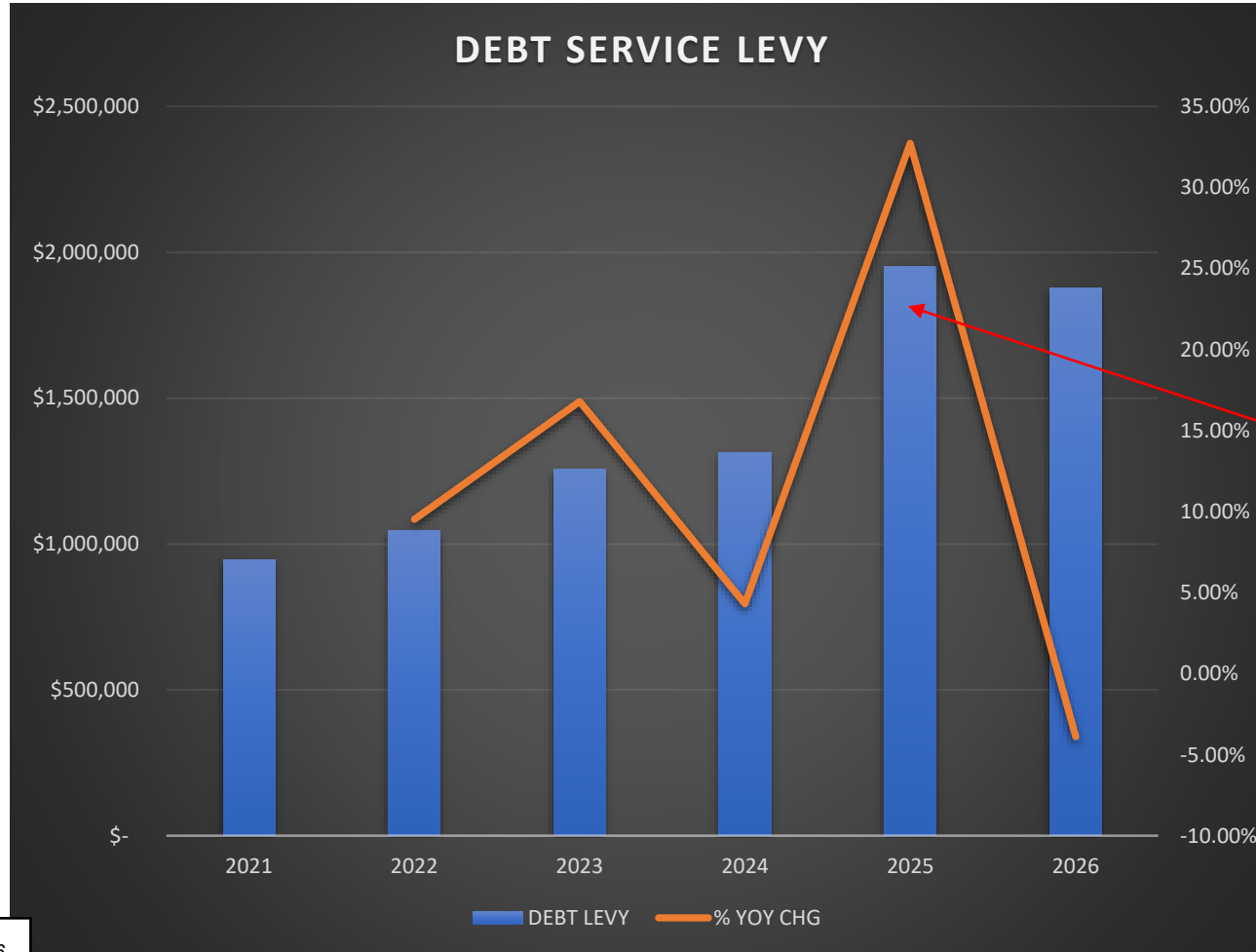


# 2026-2027 BUDGET BRIEFING



VOTER  
APPROVED  
REFERENDUMS

# 2026-2027 BUDGET BRIEFING



DEBT SERVICE LEVY YOY CHANGE

INFLATIONARY PRESSURES →  
RELiance ON BORROWING

\$3M LIBRARY RENOVATION



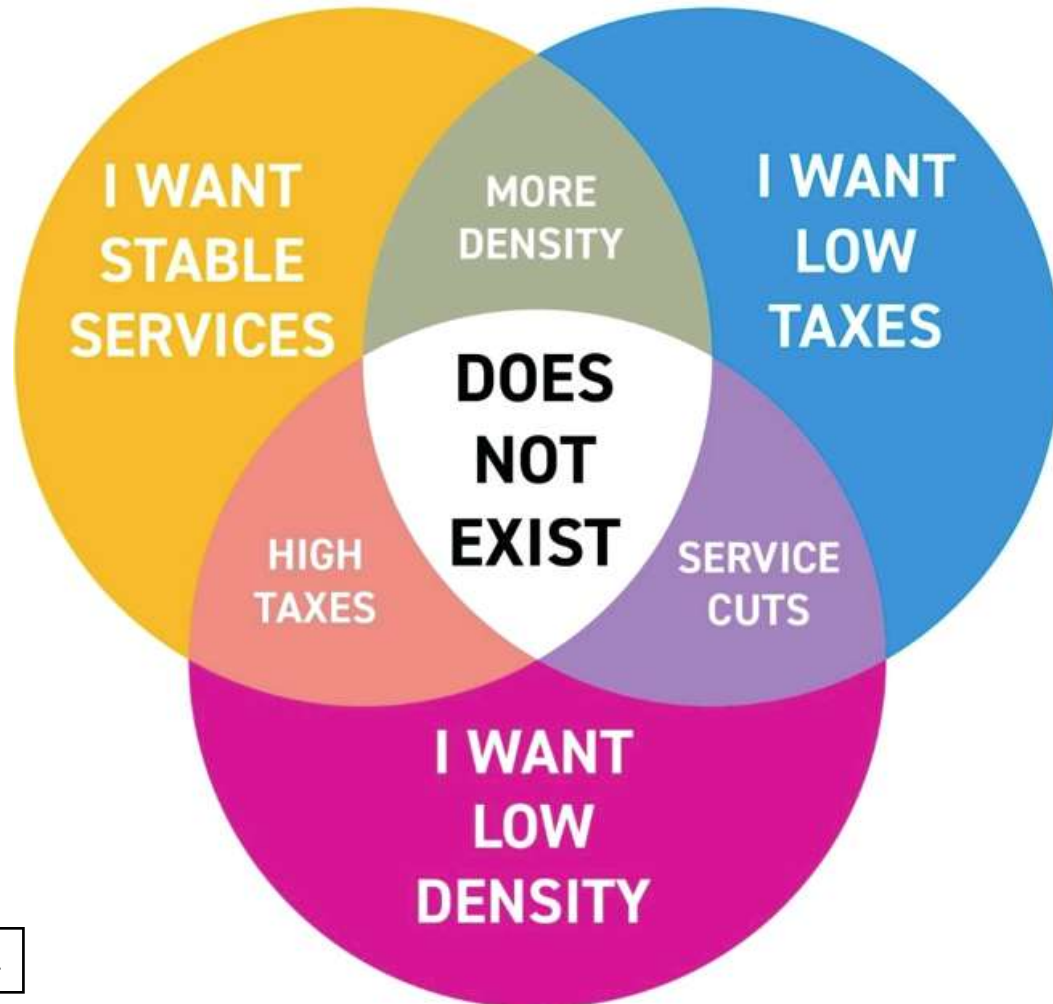
# 2026-2027 BUDGET BRIEFING

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## ➤ **Budget Concerns for the Future**

- Lakes Management
- Shared-Ride Program
- Rising Health Care Costs
- Infrastructure and Equipment Replacement

# 2026-2027 BUDGET BRIEFING



- Stable, high quality services
- Low taxes, and
- Low-density development



# QUESTION/ANSWER

RACHELLE BLITCH

[RBLITCH@WHITEWATER-WI.GOV](mailto:RBLITCH@WHITEWATER-WI.GOV)

262-473-1380

Date: October 28, 2025

To: Common Council

John Weidl, City Manager

From: Rachelle Blitch, Director of Financial and Administrative Services

Re: Comparison of Stormwater Utility Rates – Whitewater and Comparable Communities

### Purpose

The purpose of this memorandum is to present a comparative overview of stormwater utility rates in the City of Whitewater relative to other Wisconsin communities of similar size and service structure. This analysis is intended to inform upcoming rate-setting discussions and ensure that Whitewater's stormwater utility continues to operate on a sustainable, equitable, and self-supporting basis.

### Overview of Data for Stormwater Utilities

The data below reflects monthly stormwater utility rates based on one Equivalent Runoff Unit (ERU) per month cost, representing the average single-family residential parcel. This normalization allows for direct comparison between municipalities despite differing billing cycles.

- Whitewater - \$6.17 per ERU
- Platteville – Does not have a stormwater utility
- Delavan – Does not have a stormwater utility
- River Falls - \$3.14 per ERU
  - Budget notes that “As requirements for stormwater management increase, it is anticipated that more resources will be necessary to comply with federal and state regulations”
- Fort Atkinson - \$6.55 per ERU
  - Currently seeking a rate increase to \$7.55 per ERU
- Weston - \$5.83 per ERU
- Jefferson – Est. of \$3.33 per ERU
  - \*Information obtained by [a study](#) (page 120) done by Trilogy Consulting, LLC for Fort Atkinson, page is also included with this memo.

### Findings and Analysis

The data show a clear statewide trend toward gradual rate increases among comparable municipalities. These adjustments are being made primarily to keep pace with:

1. **Rising maintenance and operational costs**, particularly as existing infrastructure—such as culverts, inlets, and storm sewers—ages and requires more frequent repair or replacement.

2. **Expanding regulatory mandates**, including compliance with Wisconsin Department of Natural Resources (WDNR) MS4 permit requirements and federal Clean Water Act stormwater quality standards.
3. **Capital reinvestment pressures**, as communities plan for larger-scale stormwater management projects to reduce flooding, improve runoff quality, and support development.
4. **Inflationary impacts**, which continue to affect material, labor, and equipment costs associated with stormwater operations and capital projects.

While Whitewater's rate of \$6.17 per ERU remains within a reasonable and competitive range relative to peer communities, the lack of any adjustment since 2015 has eroded the utility's financial flexibility. The City's stormwater fund now operates with diminishing reserves, limiting its ability to respond to unplanned maintenance needs, system failures, or future regulatory changes.

### Community and System Considerations

Whitewater's customer composition—particularly the presence of the University of Wisconsin—Whitewater, large student housing complexes, and commercial properties—creates distinct runoff and infrastructure demands. These properties often contribute higher impervious surface area per parcel compared to single-family residences, intensifying the need for effective stormwater management and ongoing system maintenance.

Additionally, the City's stormwater network must balance localized drainage control with larger watershed and compliance goals. As federal and state environmental standards continue to evolve, the City's operational and capital obligations will likely increase correspondingly.

### Conclusion

Whitewater has historically maintained mid-range, competitive utility rate through efficient operations and responsible financial management. However, given that stormwater rates have remained static for a decade while costs, regulations, and system needs have grown, the current funding structure is no longer sufficient to sustain long-term operations or reinvestment.

A measured rate increase is therefore both fiscally prudent and operationally necessary to:

- Rebuild the utility's reserve capacity,
- Maintain compliance with MS4 and WDNR standards,
- Support upcoming infrastructure renewal, and
- Preserve the self-sustaining nature of the stormwater enterprise fund.

Neighboring municipalities—such as Fort Atkinson, which is currently seeking a rate increase from \$6.55 to \$7.55 per ERU—have already begun adjusting their rates in recognition of these same challenges. It is anticipated that continued inflation, stricter water quality standards, and aging infrastructure will drive similar needs statewide.

Maintaining Whitewater's stormwater utility as a self-supporting enterprise is critical to ensuring ongoing regulatory compliance, flood mitigation, and system reliability for all residents.

Date: October 28, 2025

To: Common Council

John Weidl, City Manager

From: Rachelle Blitch, Director of Financial and Administrative Services

Re: Comparison of Utility Rates – Whitewater and Comparable Communities

### **Purpose**

The purpose of this memorandum is to provide a comparative overview of water and sewer utility rates in the City of Whitewater relative to other Wisconsin communities of similar size and service structure. This information supports future rate-setting discussions and helps ensure Whitewater's rates remain equitable, compliant and financially sustainable.

### **Overview of Data for Water and Sewer**

Data were compiled for a standard residential customer with:

- 3/4-inch meter
- Monthly water usage: 5,000 gallons (approximately 668 cubic feet)

Rates include:

- Water service charge
- Water volume charge(s)
- Sewer service charge
- Sewer volume charge

### **Findings**

Whitewater's total monthly cost of **\$111.81** remains within five percent of the median for comparable Wisconsin utilities, indicating that current rates are appropriately positioned within the statewide range.

Communities such as Fort Atkinson and River Falls show lower monthly costs, primarily due to reduced sewer rates. In contrast, Jefferson and East Troy maintain higher base service charges, resulting in higher overall bills despite comparable usage.

Billing frequency also influences perception: communities that bill quarterly (such as East Troy, Jefferson, and Weston) issue larger but less frequent statements, though their total annual costs remain similar to those that bill monthly.

## Special Notes

Jefferson, Fort Atkinson, Weston and Delavan all have BOD surcharge fees. BOD stands for Biochemical Oxygen Demand and it measures the amount of oxygen that microorganisms need to break down organic matter in wastewater over a set period (typically 5 days). A BOD surcharge is an additional fee charged by a sewer utility to customers whose wastewater has higher than normal concentrations of organic material. They also charge additional fees for high levels of other chemicals such as nitrogen and suspended solids. Since we are unsure of how this gets applied it was not part of the average customer calculation but should be noted.

## Role of the Public Service Commission (PSC) in Water Rate Setting

The Public Service Commission of Wisconsin (PSC) regulates all municipal water utilities in the state, including Whitewater's. The PSC ensures that rates are just, reasonable, and sufficient to support the full cost of operating and maintaining the water system.

Key aspects of the PSC's role include:

- **Rate Approval:** Any change to water rates must be reviewed and approved by the PSC before implementation. This process involves a detailed cost-of-service analysis to confirm that rates are fair across all customer classes (residential, commercial, institutional, and industrial).
- **Financial Oversight:** The PSC requires utilities to maintain revenues that are adequate to fund operations, maintenance, debt service, and future capital reinvestment—while preventing excessive charges to ratepayers.
- **Transparency and Accountability:** Water utilities must file annual reports with the PSC detailing financial performance, operating expenses, and infrastructure investments.
- **Public Input:** The PSC process includes opportunities for public review and comment during formal rate case proceedings.

Unlike water rates, sewer and stormwater rates are not regulated by the PSC and are established locally by the Common Council upon staff recommendation. These rates are set based on the City's enterprise fund performance, infrastructure needs, and compliance requirements.

## Conclusion

Whitewater's current water and sewer rates are competitive and well within the normal range compared to peer municipalities. The City's total cost is approximately **16 percent below** the highest system analyzed and **11 percent above** the lowest, indicating that existing rates are both balanced and appropriate.

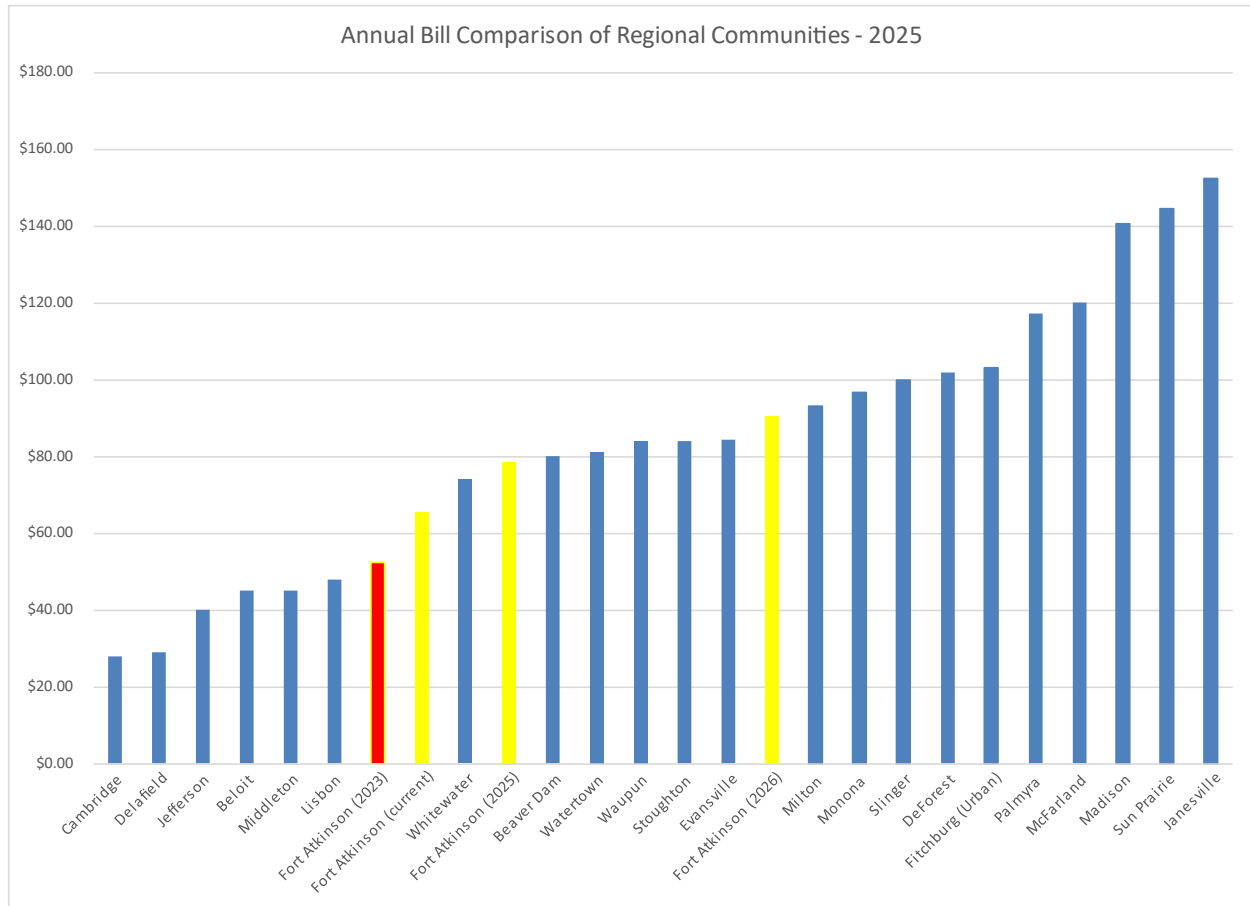
As the City continues to monitor operational costs and regulatory requirements, collaboration with the PSC on future water rate reviews will remain essential to maintaining a reliable, financially stable utility system.

Senario 1: Residential Water bill

Meter Size: 3/4 inch  
Water used in gallons(month): 5000

|                                       |                            |                      |                               |                           |                                   |   |                                  |                                   |                  |  |  |  |
|---------------------------------------|----------------------------|----------------------|-------------------------------|---------------------------|-----------------------------------|---|----------------------------------|-----------------------------------|------------------|--|--|--|
| 100cuft = 748 gallons                 |                            |                      |                               |                           |                                   |   |                                  |                                   |                  |  |  |  |
|                                       | Billed Quarterly           |                      |                               |                           | Billed Bi-Monthly                 |   |                                  |                                   | Billed Quarterly |  |  |  |
| Municipality:                         | Whitewater                 | Platteville          | East Troy                     | River Falls               | Jefferson                         | Fort Atkinson                           | Village of Weston                | Delevan                           |                  |  |  |  |
| Monthly Water Service charge (3/4in): | 9.80                       | 9.89                 | 8.00                          | 8.90                      | 10.53                             | 7.24                                    | 9.03                             | 7.24                              |                  |  |  |  |
| Water volume charge:                  | 2.98/first 2,000gal        | 3.71/100 cubic feet  | 5.25/1,000gal first 20,000gal | 1.71/1,000gal first 4,000 | 3.45/100 cf first 1,600           | 3.44/100 cf first 1,650 cf              | 2.78/1,000gal first 3,333        | 3.78/100cf first 833cf            |                  |  |  |  |
|                                       | 3.98/1,000 after 2,000 gal |                      | 3.68/1,000gal after           | 2.37/1,000gal next 4,000  | 3.15/100 cf next 15,000           | 1.59/100 cf next 206,650 cf             | 3.61/1,000gal next 6,667         | 2.97/100cf next 32500cf           |                  |  |  |  |
|                                       |                            |                      |                               | 3.98/1,000gal over 8,000  | 2.61/100 cf next 316,700          | 1.37/100 cf after 208,000 cf            | 4.41/1,000gal over 10,000        |                                   |                  |  |  |  |
| Monthly Sewer Service charge (3/4in): | 12.08                      | 17.50                | 32.65                         | 17.60                     | 67                                | 12.83                                   | 11.55                            | 11.54                             |                  |  |  |  |
|                                       |                            |                      |                               |                           | 4.24/ 1000 gal plus BOD Surcharge | 2.76 /100 cf plus BOD surcharge         | 4.55/1,000gal plus BOD surcharge | 6.28/100cf-can have BOD Surcharge |                  |  |  |  |
| Sewer Volume Charge:                  | 11.99/1,000 gal            | 5.53/ 100 cubic feet | 8.99/1,000 gal                | 7.04/1,000 gal            |                                   |   |                                  |                                   |                  |  |  |  |
| Public Fire Protection Charge:        | 12.08                      | 11.76                | 14.44                         | 7.91                      | 11.61                             | 1.98                                    | 6.58                             | 7.45                              |                  |  |  |  |
|                                       |                            |                      |                               |                           |                                   | stormwater 32.82(65.63 bi-mc Stormwater | 5.83(17.50 qrt)/ERU              |                                   |                  |  |  |  |
| Monthly Cost of Senario 1:            | 111.81                     | 100.91               | 126.29                        | 78.82                     | 133.45                            | 63.48                                   | 65.19                            | 101.30                            |                  |  |  |  |





## PLATTEVILLE WATER & SEWER RATES - Monthly Charges

### Monthly Service Charge - Water: Effective 07.15.2024

|              |         |              |          |
|--------------|---------|--------------|----------|
| 5/8" Meter   | \$9.89  | 1 1/2" Meter | \$29.15  |
| 3/4" Meter   | \$9.89  | 2" Meter     | \$44.76  |
| 1" Meter     | \$16.66 | 3" Meter     | \$75.99  |
| 1 1/4" Meter | \$22.90 | 4" Meter     | \$119.72 |

### PLUS VOLUME CHARGE:

**Residential Customers:** For all water used each month - **\$3.71 per 100 cubic feet**

**Multi-family Customers:** For all water used each month - **\$3.53 per 100 cubic feet**

### Nonresidential Customers: used per month

First 10,000 Cubic feet - **\$3.53 per 100 cubic feet**

Next 40,000 Cubic Feet - **\$3.24 per 100 cubic feet**

Over 50,000 Cubic Feet - **\$3.06 per 100 cubic feet**

### Additional Meter (Lawn) Rental Charge: Residential

|            |        |              |         |
|------------|--------|--------------|---------|
| 5/8" Meter | \$4.75 | 1 1/4" Meter | \$11.00 |
| 3/4" Meter | \$4.75 | 1 1/2" Meter | \$14.00 |
| 1" Meter   | \$8.00 | 2" Meter     | \$21.50 |

**Initial Meter Installation Charge - \$35.00**

### Monthly Public Fire Protection Charge

|            |         |              |         |
|------------|---------|--------------|---------|
| 5/8" Meter | \$11.76 | 1 1/4" Meter | \$43.72 |
| 3/4" Meter | \$11.76 | 1 1/2" Meter | \$59.34 |
| 1" Meter   | \$29.46 | 2" Meter     | \$94.00 |

### Monthly Private Fire Protection: per connection size

|               |         |    |         |
|---------------|---------|----|---------|
| 2" or smaller | \$9.60  | 4" | \$30.10 |
| 3"            | \$18.00 | 6" | \$60.10 |

### Non-sufficient Fund Check Charge:

A **\$25.00** charge shall apply to the customer's account when a check rendered for utility service is returned for non-sufficient funds.

### Special Billing Charge:

A **\$10.00** charge to cover administrative expenses shall apply whenever a customer requests special billing outside of the normal utility billing.

### Reconnection Charges:

|                              | Normal<br>Hours | After Normal<br>Business Hours |
|------------------------------|-----------------|--------------------------------|
| Reinstallation of meter      | <b>\$35.00</b>  | <b>\$50.00</b>                 |
| Valve turned on at Curb Stop | <b>\$35.00</b>  | <b>\$50.00</b>                 |

100 cubic feet of water = 748 US gallons

### Monthly Service Charge - Sewer: Effective 06.15.2025

|              |         |              |          |
|--------------|---------|--------------|----------|
| 5/8" Meter   | \$17.50 | 1 1/2" Meter | \$31.23  |
| 3/4" Meter   | \$17.50 | 2" Meter     | \$40.64  |
| 1" Meter     | \$23.79 | 3" Meter     | \$64.18  |
| 1 1/4" Meter | \$27.46 | 4" Meter     | \$96.36  |
|              |         | 6" Meter     | \$177.23 |

### PLUS VOLUME CHARGE:

For each 100 c.f. domestic strength sewage discharged to the sanitary sewer system - **\$5.53 per 100 cubic feet**

### Billing Penalties:

Bills for water & sewer service are rendered monthly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of **3% but not less than 50 cents** will be added to bills not paid within 20 days of issuance. The ONE-TIME 3% late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bills issued. Unless payment or satisfactory arrangement for payment is made with the next 10 days, service may be disconnected pursuant to Wis. Admin. Code ch. PSC 185.

### Bulk Water Charges:

All bulk water supplied from the water system through hydrants or other connections shall be metered, or at the direction of the utility, estimated. Utility personnel or a utility-approved party shall supervise the delivery of water. Bulk Water Sales Are:

- Water supplied by tank trucks or from hydrants for the purpose of extinguishing fires outside the utility's immediate service area;
  - Water supplied by tank trucks or from hydrants for purposes other than extinguishing fires, such as irrigation or the filling of swimming pools; or,
  - Water supplied from hydrants or other temporary connections for general service type applications.
- A service charge of **\$35.00** and a charge for the actual volume of water used shall be billed to the party using the water. The volume charge shall be calculated based on the volumetric rate for residential customers under Schedule Mg-1R (**\$3.71 per 100 cubic feet**). In addition, for meters that are assigned to bulk water customers more than 7 days, the applicable service charge in Schedule Mg-1R will apply after the first 7 days.

### Water & Sewer Lateral Installation Charge:

The initial water/sewer service laterals, not installed as part of a subdivision development or an assessable utility extension, will be installed from the main through the curb stop and box (property line for sewer laterals) by the utility, for which there will be made a charge as follows:

**All water & sewer service sizes will be billed actual cost.**

**NEW RATES:** *Effective 3/16/2024*

**Water Minimum Quarterly Service Charge (WTS):**

|                     |                  |
|---------------------|------------------|
| 5/8" meter - \$24   | 2" meter - \$111 |
| 3/4" meter - \$24   | 3" meter - \$177 |
| 1" meter - \$45     | 4" meter - \$261 |
| 1 1/4" meter - \$45 | 6" meter - \$447 |
| 1 1/2" meter - \$75 | 8" meter - \$663 |

**Sewer Quarterly Service Charge (SWS):**

5/8" and 3/4" meters - \$97.96

**Public Fire Minimum Quarterly Service Charge (PBF):**

5/8" and 3/4" meters - \$43.32

**Water Volume Charge (WTR) Per 1,000 Gallons:**

Residential and Multi-Family: \$5.25

Non-Residential:

First 60,000 - \$5.25

Over 60,000 - \$3.68

**Sewer Volume Charge (SWR):** \$8.99 Per 1,000 Gallons

For all rates and to **GO PAPERLESS**, please visit our website: [easttroywi.gov](http://easttroywi.gov)

**Hydrant Flushing 10/06/2025 – 10/10/2025**

# Water Utility Service Charges

## WATER BI-MONTHLY BASE RATE CHARGES:

5/8" METER \$14.47  
 3/4" METER \$14.47  
 1" METER \$23.21  
 1 1/4" METER \$31.13  
 1 1/2" METER \$38.93  
 2" METER \$58.92  
 3" METER \$97.02  
 4" METER \$148.76  
 6" METER \$268.68  
 8" METER \$411.30

## WATER BI-MONTHLY PUBLIC FIRE PROTECTION CHARGES:

5/8" METER \$22.07  
 3/4" METER \$22.07  
 1" METER \$55.17  
 1 1/4" METER \$81.61  
 1 1/2" METER \$110.35  
 2" METER \$176.55  
 3" METER \$331.04  
 4" METER \$551.63  
 6" METER \$1103.36  
 8" METER \$1765.33

## WATER MAIN REPLACEMENT CHARGES:

5/8" METER \$3.96  
 3/4" METER \$3.96  
 1" METER \$9.79  
 1 1/4" METER \$14.47  
 1 1/2" METER \$19.57  
 2" METER \$31.23  
 3" METER \$58.61  
 4" METER \$97.65  
 6" METER \$195.29  
 8" METER \$312.40

**WATER VOLUME CHARGES:** First 3,300 cubic feet ( 33 cons) - \$3.44 per 100 cubic ft. Next 413,300 cubic feet (4,133 cons) - \$1.59 per 100 cubic ft. Over 416,000 cubic feet (4,166 cons) - \$1.37 per 100 cubic ft. 1 consumption (cons) equals approximately 748 gallons of water.

**SEWER BI-MONTHLY BASE RATE CHARGE:** \$25.68

**SEWER VOLUME CHARGE:** \$2.76

**STRENGTH CHARGES:** BOD - 0.41 per pound; S.S. - 0.60 per pound; TKN - 1.21 per pound; Phosphorus - 2.89 per pound. The charges for BOD, S.S., TKN and Phosphorus will be used for surcharging users that discharge higher than domestic strength wastes.



Welcome

Education

Parks and Recreation

Arts and Culture

RESOLUTION NO. 1411

**RESOLUTION  
ADOPTING 2024 STORMWATER UTILITY RATE**

**WHEREAS**, Chapter 98 of the City of Fort Atkinson Municipal Code provides regulations relating to Municipal Utilities; and

**WHEREAS**, Article V of Chapter 98 regulates the City's Stormwater Utility (hereinafter "Utility"); and Section 98-604 outlines rates and charges;

**WHEREAS**, Section 98-604(a) indicates that user charges shall be imposed on all developed property with impervious area in the City to recover all or a portion of the costs of the Utility; that the amount of such charges shall be based on a rate per equivalent runoff unit (ERU); and that the City Council shall establish the rate per ERU through a resolution; and

**WHEREAS**, all developed property with impervious area shall be assigned ERUs. Each single-family residential property shall be assigned one ERU; each two-family residential property shall be assigned 0.7 ERUs/dwelling unit; each three- and four-family residential property shall be assigned 0.5 ERUs/dwelling unit; and nonresidential property shall be assigned ERUs based upon the amount of impervious area on the property divided by 3,096 square feet, however shall not be less than one ERU.

**WHEREAS**, the user rate per ERC has remained the same at \$52.50 since 2020 and has failed to meet the needs of the Utility; and

**WHEREAS**, the City Council commissioned a Utility rate study from Trilogy Consulting, LLC, on August 15, 2023, and that study has been presented to the City Council at the meeting on November 21, 2023; and

**WHEREAS**, Trilogy Consulting, LLC, through the 25-year projection of user rates, cash flows, debt obligations, and future capital projects, recommends that the Utility implement annual rate increases, starting with a 25% rate increase in 2024, to complete all necessary capital improvement projects and meet all debt requirements while maintaining the financial health of the Utility.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fort Atkinson, Jefferson County, Wisconsin, that the 2024 Utility rate is \$65.63 per ERU.

# Stormwater Rates


BE IT FURTHER RESOLVED that the rate of \$65.63 per ERU be implemented as of January 1, 2024.

Adopted and effective this 21<sup>st</sup> day of November 2023.

CITY OF FORT ATKINSON

  
Eric Schultz, President Pro Tem

ATTEST:

  
Michelle Ebbert, City Clerk/Treasurer/Finance Director



Welcome

Education

Parks and Recreation

Arts and Culture



## Section O – Stormwater Utility Fund (Fund 10)

The City became an MS4 Permitted Community in 2006, which created a mandate to reduce the pollution being discharged from our City boundaries into the Rock and Bark Rivers. The Stormwater Utility Fund was created in 2009 to fund improvements associated with this requirement to reduce said pollution. A plan was developed in 2019, mapping out a series of projects that would allow us to reach pollution reduction goals set by the permit (formally known as the TMDL - Total Maximum Daily Load). No deadline exists for the City to attain these reductions. The City continues to make incremental improvements annually and fund significant project investments as budgets allow. The last significant project was the retrofit of the Larson Lagoon into a stormwater treatment facility, completed in 2019.

Revenues for this fund come from utility rate payers through the bi-monthly water, wastewater, and stormwater utility bill. The rates are based on the based on the impervious area on a parcel. Single family parcels are charged one (1) ERU (equivalent runoff unit) which represents 3,096 square feet of impervious area. Duplexes are billed at 0.7 ERUs/unit/year, and three and four family units are billed at 0.5 ERUs/unit/year. Five family and larger units, commercial, industrial, schools and churches have their impervious areas measured to determine their stormwater fees. Their fees are based on the number of ERUs for each parcel. The fees appear on the utility bill and started in January 2010. The table below shows the Stormwater Utility rates from 2020 through the proposed rates in 2025. As one can see, the City is proposing that rates increase by about 20% in 2025 due to the increase in costs associated with storm water projects and the lack of consistent rate increases over the last five years.

### City of Fort Atkinson Stormwater Utility

Rate Tables 2020-2025

|                           | 2020    | 2021    | 2022    | 2023    | 2024    | Proposed 2025 |
|---------------------------|---------|---------|---------|---------|---------|---------------|
| ERUs                      | 10333   | 10438   | 10440   | 10440   | 10624   | 10624         |
| Annual Cost per ERU       | \$52.50 | \$52.50 | \$52.50 | \$52.50 | \$65.63 | \$78.75       |
| Bi-Monthly Utility Charge | \$8.75  | \$8.75  | \$8.75  | \$8.75  | \$10.94 | \$13.13       |

Expenditures for this fund are committed to long-term debt and interest, salaries and benefits for those City employees who work within the Stormwater Utility, including a percentage of the salaries and benefits associated with the City Manager, PR/Executive Assistant, Public Works Director, Clerk/Treasurer/Finance Director, City Engineer, Utility Billing Specialist, and certain Public Works Operations staff who sweep streets, collect loose leaves, and maintain stormwater basins. Other expenditures include property and workers compensation insurance, storm sewer repair and maintenance, and capital equipment and projects.

Note that the City's utility rate consultants from Trilogi will be presenting information about the proposed 2025 rates, along with future financial planning for the Utility to the City Council in November 2024.



River Falls

## WATER RATES

### Current Water Rates: (Effective February 3, 2025)

There are three parts to calculating your total monthly water bill:

- Monthly fixed service charge
- Volume charge
- Fire protection charge

#### Monthly Fixed Service Charge

General Service - Metered - Mg-1 (All Customer Classes) and Irrigation Meters:

| Meter Size | Rate (Per Month) |
|------------|------------------|
| 5/8 Inch   | \$8.90           |
| 3/4 Inch   | \$8.90           |
| 1 Inch     | \$14.70          |
| 1-1/4 Inch | \$20.00          |
| 1-1/2 Inch | \$25.20          |
| 2 Inch     | \$38.30          |
| 3 Inch     | \$64.30          |
| 4 Inch     | \$99.90          |

| Meter Size | Rate (Per Month) |
|------------|------------------|
| 6 Inch     | \$183.80         |
| 8 Inch     | \$283.70         |
| 10 Inch    | \$415.80         |
| 12 Inch    | \$547.90         |

## General Service Meter Volume Charge

### Residential Customers - Single Family:

Includes residential and multi-family residential customers.

Residential customers include single-family home, duplexes, and individually-metered condominiums, apartment buildings, and mobile home parks.

- First 4,000 gallons used monthly - \$1.71 per 1,000 gallons
- Next 4,000 gallons used monthly - \$2.37 per 1,000 gallons
- Over 8,000 gallons used monthly - \$3.98 per 1,000 gallons

### Residential Customers - Multifamily:

Includes master-metered multifamily dwelling units such as condominiums, apartment buildings, and mobile home parks.

- All water used each month - \$2.06 per 1,000 gallons

### Commercial, Industrial, and Public Authority Customers:

Commercial customers include business entities and institutions, except governmental entities, that provide goods or services. Sales through a single meter to buildings with three or more dwelling units are classified as commercial. Churches and parochial schools are not governmental and are classified as commercial. Industrial customers include customers who are engaged in the manufacture or production of goods. Public Authority customers include any department, agency, or entity of local, state, or federal government, including public schools, colleges, and universities.

- First 15,000 gallons used monthly - \$2.31 per 1,000 gallons
- Next 135,000 gallons used monthly - \$2.15 per 1,000 gallons
- Over 150,000 gallons used monthly - \$1.87 per 1,000 gallons

## Irrigation Meter Volume Charge

Monthly Irrigation Volume Charge - \$5.14 per 1,000 gallons

For additional questions or to arrange for the delivery of an irrigation meter, call 715-425-0906.

\*City Inspections does require a permit for a back flow preventer. For more information, please contact the inspections department at 715-426-3427.

### **Public Fire Protection Charge**

Residential Monthly Public Fire Protection Service Charge:

- 5/8 and 3/4 inch meter - \$7.91

### **Monthly Public Fire Protection Service Charges - Residential (Effective February 3, 2025)**

| Meter Size | Rate (Per Month) |
|------------|------------------|
| 5/8 Inch   | \$7.91           |
| 3/4 Inch   | \$7.91           |
| 1 Inch     | \$19.78          |
| 1-1/4 Inch | \$29.27          |
| 1-1/2 Inch | \$39.55          |
| 2 Inch     | \$63.29          |
| 3 Inch     | \$118.66         |
| 4 Inch     | \$197.77         |
| 6 Inch     | \$395.53         |
| 8 Inch     | \$632.85         |
| 10 Inch    | \$949.28         |
| 12 Inch    | \$1,265.70       |

### **Monthly Public Fire Protection Service Charges - Multifamily Residential (Effective February 3, 2025)**

| Meter Size | Rate (Per Month) |
|------------|------------------|
| 5/8 Inch   | \$4.90           |
| 3/4 Inch   | \$4.90           |
| 1 Inch     | \$12.25          |

| Meter Size | Rate (Per Month) |
|------------|------------------|
| 1-1/4 Inch | \$18.13          |
| 1-1/2 Inch | \$24.50          |
| 2 Inch     | \$39.20          |
| 3 Inch     | \$73.49          |
| 4 Inch     | \$122.49         |
| 6 Inch     | \$244.97         |
| 8 Inch     | \$391.95         |
| 10 Inch    | \$587.93         |
| 12 Inch    | \$783.91         |

**Monthly Public Fire Protection Service Charges -  
Commercial (Effective February 3, 2025)**

| Meter Size | Rate (Per Month) |
|------------|------------------|
| 5/8 Inch   | \$8.63           |
| 3/4 Inch   | \$8.63           |
| 1 Inch     | \$21.57          |
| 1-1/4 Inch | \$31.92          |
| 1-1/2 Inch | \$43.13          |
| 2 Inch     | \$69.01          |
| 3 Inch     | \$129.39         |
| 4 Inch     | \$215.65         |
| 6 Inch     | \$431.30         |
| 8 Inch     | \$690.08         |
| 10 Inch    | \$1,035.12       |
| 12 Inch    | \$1,380.16       |

**Monthly Public Fire Protection Service Charges - Industrial (Effective February 3, 2025)**

| Meter Size | Rate (Per Month) |
|------------|------------------|
| 5/8 Inch   | \$19.08          |
| 3/4 Inch   | \$19.08          |
| 1 Inch     | \$47.71          |
| 1-1/4 Inch | \$70.60          |
| 1-1/2 Inch | \$95.41          |
| 2 Inch     | \$152.66         |
| 3 Inch     | \$286.23         |
| 4 Inch     | \$477.05         |
| 6 Inch     | \$954.11         |
| 8 Inch     | \$1,526.57       |
| 10 Inch    | \$2,289.85       |
| 12 Inch    | \$3,053.14       |

**Monthly Public Fire Protection Service Charges - Public Authority (Effective February 3, 2025)**

| Meter Size | Rate (Per Month) |
|------------|------------------|
| 5/8 Inch   | \$31.11          |
| 3/4 Inch   | \$31.11          |
| 1 Inch     | \$77.77          |
| 1-1/4 Inch | \$115.10         |
| 1-1/2 Inch | \$155.54         |
| 2 Inch     | \$248.86         |
| 3 Inch     | \$466.61         |
| 4 Inch     | \$777.69         |
| 6 Inch     | \$1,555.38       |
| 8 Inch     | \$2,488.61       |

| Meter Size | Rate (Per Month) |
|------------|------------------|
| 10 Inch    | \$3,732.92       |
| 12 Inch    | \$4,977.22       |

### Monthly Public Fire Protection Service Charges - Unmetered (Effective February 3, 2025)

| Meter Size                   | Rate (Per Month) |
|------------------------------|------------------|
| 2 Inch or smaller connection | \$12.90          |
| 3 Inch connection            | \$24.20          |
| 4 Inch connection            | \$40.30          |
| 6 Inch                       | \$80.50          |
| 8 Inch                       | \$128.80         |
| 10 Inch                      | \$193.20         |
| 12 Inch                      | \$281.70         |
| 14 Inch                      | \$321.90         |
| 16 Inch                      | \$434.50         |

### Billing

Bills for water service are rendered monthly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1% per month will be added to bills not paid within 20 days of issuance. This late payment charge shall be applied to the total unpaid balance for utility service, including unpaid late payment charges. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Admin. Code ch. PSC 185.

### Reconnection Billing

The utility shall assess a charge to reconnect a customer, which includes reinstalling a meter and turning on the valve at the curb stop, if necessary. A customer shall be required to pay a reconnection charge. The charge shall be \$54 during regular office

hours. After regular office hours, the minimum reconnection charge of \$81 applies plus any overtime labor costs, not to exceed a total maximum charge of \$81.

## Irrigation Meter

The irrigation meter is for customers who have water service provided primarily for landscape irrigation. Landscape irrigation includes the use of water to sustain crops, lawns, or landscapes on any residential, commercial, industrial, or public authority property, including water used for irrigating athletic fields, parks, and golf courses. Irrigation customers include those customers that have multiple meters installed on a single lateral for the purpose of measuring water that is not discharged to the sanitary sewer system. The utility shall classify each additional meter as an irrigation meter and treat each meter as a separate general service customer.

### Monthly Fixed Irrigation Meter Service Charge (Effective February 3, 2025)

| Meter Size | Rate (Per Month) |
|------------|------------------|
| 5/8 Inch   | \$8.90           |
| 3/4 Inch   | \$8.90           |
| 1 Inch     | \$14.70          |
| 1-1/4 Inch | \$20.00          |
| 1-1/2 Inch | \$25.20          |
| 2 Inch     | \$38.30          |
| 3 Inch     | \$64.30          |
| 4 Inch     | \$99.90          |
| 6 Inch     | \$183.80         |
| 8 Inch     | \$283.70         |
| 10 Inch    | \$415.80         |
| 12 Inch    | \$547.90         |



Government Websites by CivicPlus®

## SEWER RATES

### General Sewer Service - Metered - Smg-1 Residential Users

Rates are effective as of January 2025. Available for sewage contributors discharging domestic strength (250 Mg/L-SS) sewage into the sanitary system.

### Monthly Customer Charge

| Water Meter Length | Charge   |
|--------------------|----------|
| 5/8 Inch           | \$17.60  |
| 3/4 Inch           | \$17.60  |
| 1 Inch             | \$67.60  |
| 1½ Inch            | \$84.80  |
| 2 Inch             | \$136.00 |
| 3 Inch             | \$216.20 |
| 4 Inch             | \$325.80 |
| 6 Inch             | \$617.50 |

### Volume Charge

Each 1,000 gallons of sewage discharged to the sanitary sewer - \$7.04 per (1,000 gallons).



 Government Websites by CivicPlus®

ENTERPRISE

STORM WATER UTILITY

**Program Description:** The storm water utility fee was implemented in 1998, and this fund is used to account for storm water revenues and associated expenses. As the requirements for storm water management increase, it is anticipated that more resources will be necessary to comply with federal and state regulations.

**Product and Services:** Administration of storm water management plans, public education and participation, and maintenance of storm water systems, including inventory and expansion.

| Fiscal Resources          | 2023<br>Actual   | 2024<br>Projected | 2023-2024<br>Projected | 2023-2024<br>Revised | 2025-2026<br>Budgeted |
|---------------------------|------------------|-------------------|------------------------|----------------------|-----------------------|
| Storm Water Revenue       | \$597,705        | \$600,000         | \$1,197,705            | \$1,169,600          | \$1,180,000           |
| Investment & Misc. Income | 45,490           | 50,000            | 95,490                 | 10,000               | 26,000                |
| Capital Contributions     | -                | -                 | -                      | -                    | 100,000               |
| Federal Grant             | -                | -                 | -                      | -                    | 22,522                |
| Fund Balance Applied      | -                | -                 | -                      | -                    | -                     |
| <b>Total Revenues</b>     | <b>\$643,195</b> | <b>\$650,000</b>  | <b>\$1,293,195</b>     | <b>\$1,179,600</b>   | <b>\$1,328,522</b>    |
| Personnel Services        | 189,971          | 238,000           | 427,971                | 438,832              | 723,366               |
| Operating Expenses        | 82,662           | 90,000            | 172,662                | 183,668              | 256,304               |
| Transfer to Other Funds   | 72,013           | 72,000            | 144,013                | 130,010              | 111,964               |
| Debt Service              | 342              | -                 | 342                    | -                    | -                     |
| Reserves                  | -                | -                 | -                      | 84,490               | 236,888               |
| <b>Total Expenditures</b> | <b>\$344,988</b> | <b>\$400,000</b>  | <b>\$ 744,988</b>      | <b>\$837,000*</b>    | <b>\$1,328,522</b>    |

\*Excludes depreciation

| Working Capital              | 2023<br>Actual   | 2024<br>Projected | 2025-2026<br>Budgeted |
|------------------------------|------------------|-------------------|-----------------------|
| Beginning Cash               | \$156,011        | \$454,218         | \$566,593             |
| From Operations              | 298,207          | 250,000           | 236,888               |
| From Bond Issue              | -                | -                 | -                     |
| Less Principal on Debt       | -                | -                 | -                     |
| Less Cash-funded CapEx       | -                | (137,625)         | (127,810)             |
| Less Bond-funded CapEx       | -                | -                 | -                     |
| Dec (Inc) in Restricted Cash | -                | -                 | -                     |
| <b>Ending Cash</b>           | <b>\$454,218</b> | <b>\$566,593</b>  | <b>\$675,671</b>      |
| Estimated Days of Cash       | 281              | 350               | 378                   |
| Revenue Debt Coverage        | N/A              | N/A               | N/A                   |

| Personnel                      | 2023 | 2024 | 2025 Budget | 2026 Budget |
|--------------------------------|------|------|-------------|-------------|
| Full Time Equivalent Positions | 2.00 | 2.05 | 2.40        | 2.60        |

| Performance Measures             | 2021 Actual | 2022 Projected | 2023 Budgeted | 2024 Budgeted |
|----------------------------------|-------------|----------------|---------------|---------------|
| Storm water Ponds Adopted        | 57%         | 59%            | 54%           | 55%           |
| City Owned/Maintained Ponds      | 116         | 117            | 114           | 116           |
| Storm Water Structures Inspected | 22%         | 22%            | 15%           | 17%           |

| Historical Storm Water Utility Fee Rates |        |        |        |        |
|--|--------|--------|--------|--------|
| Category                                 | 2021   | 2022   | 2023   | 2024   |
| Residential                              | \$3.14 | \$3.14 | \$3.14 | \$3.14 |

# MUNICIPAL UTILITIES

## DIRECTOR OF PUBLIC WORKS

Michael Wodalski

(715) 241-2636

[mwodalski@westonwi.gov](mailto:mwodalski@westonwi.gov)

## UTILITY SUPERINTENDENT

Josh Swenson

(715) 241-2637

[jswenson@westonwi.gov](mailto:jswenson@westonwi.gov)

Utility After Hours – (715) 359-2876

## UTILITY CLERK

Stacy Gilmeister

(715) 241-4534

[sgilmeister@westonwi.gov](mailto:sgilmeister@westonwi.gov)

### METER RATES AND FEES

| Class                | Fee Description   | Fee                               |
|----------------------|---|-----------------------------------|
| Sewer Meter Hookup   | 5/8" and 3/4" Meter   | \$600.00                          |
|                      | 1" Meter  | \$1,500.00                        |
|                      | 1 1/2" Meter  | \$3,000.00                        |
|                      | 2" Meter  | \$5,000.00                        |
|                      | 3" Meter  | \$9,000.00                        |
|                      | 4" Meter  | \$15,000.00                       |
|                      | 6" Meter  | \$30,000.00                       |
| Lateral Inspections  | Water   | \$10.00/Lateral                   |
|                      | Sewer   | \$40.00/Lateral                   |
| Sewer Base Rates     | 5/8" and 3/4" Meter   | \$34.65/Quarter                   |
|                      | 1" Meter  | \$103.43/Quarter                  |
|                      | 1 1/2" Meter  | \$206.85/Quarter                  |
|                      | 2" Meter  | \$344.40/Quarter                  |
|                      | 3" Meter  | \$791.70/Quarter                  |
|                      | 4" Meter  | \$1,411.20/Quarter                |
|                      | 6" Meter  | \$3,166.80/Quarter                |
|                      | Volume Rate   | +\$4.55/1,000gal of Metered Water |
|                      | Wastewater BOD's Exceeds 250 mg/L   | *Additional Charges               |
|                      | Wastewater Suspended Solids Exceeds 250 mg/L  | *Additional Charges               |
| Private Well Permit  | Sanitary Sewer Connection w/o Metered Water Connection (Minimum)                              | \$111.00/Quarter                  |
|                      | Cross Connection Inspection   | \$75.00                           |
| Water Rates and Fees | Water Sample/Additional Water Samples   | \$60.00                           |
|                      | <a href="#">Public Service Commission Website – Weston Water Utility</a>                      | See PDF                           |
| Stormwater           | 1 ERU   | \$17.50                           |
|                      | *Single Family Home = 1 ERU   |                                   |
|                      | *Duplex = 0.7 ERU per unit (1.4 ERU total)  |                                   |
|                      | *All non-residential properties charged based on 1 ERU = 3,338 Square Feet of Impervious Area |                                   |

**RATE FILE**

Sheet No. 1 of 1

Schedule No. Mg-1R

Amendment No. 19

**Public Service Commission of Wisconsin****Weston Water Utility****General Service – Metered - Residential****Service Charges:**

|                     | <u>Monthly</u> | <u>Quarterly</u> |
|---------------------|----------------|------------------|
| 5/8 - inch meter:   | \$ 9.03        | \$ 27.09         |
| 3/4 - inch meter:   | \$ 9.03        | \$ 27.09         |
| 1 - inch meter:     | \$ 12.69       | \$ 38.07         |
| 1 1/4 - inch meter: | \$ 16.93       | \$ 50.79         |
| 1 1/2 - inch meter: | \$ 28.22       | \$ 84.66         |
| 2 - inch meter:     | \$ 41.76       | \$ 125.28        |
| 3 - inch meter:     | \$ 76.74       | \$ 230.22        |
| 4 - inch meter:     | \$ 125.28      | \$ 375.84        |
| 6 - inch meter:     | \$ 257.32      | \$ 771.96        |
| 8 - inch meter:     | \$ 334.07      | \$ 1,002.21      |
| 10 - inch meter:    | \$ 402.92      | \$ 1,208.76      |
| 12 - inch meter:    | \$ 472.89      | \$ 1,418.67      |

**Plus Volume Charges:**

|       |        |   |
|-------|--------|---|
| First | 3,333  | gallons used each month or                          |
|       | 10,000 | gallons used each quarter: \$2.78 per 1,000 gallons |
| Next  | 6,667  | gallons used each month or                          |
|       | 20,000 | gallons used each quarter: \$3.61 per 1,000 gallons |
| Over  | 10,000 | gallons used each month or                          |
|       | 30,000 | gallons used each quarter: \$4.41 per 1,000 gallons |

**Residential Class** includes single-family homes, duplexes, and individually metered condominiums, apartment buildings, and mobile home parks.

**Billing:** Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Admin. Code ch. PSC 185.

**Combined Metering:** For residential customers, volumetric meter readings from all meters on a single service lateral will be combined for billing.

EFFECTIVE: October 15, 2023  
PSCW AUTHORIZATION: 6420-WQ-101

**RATE FILE**

Sheet No. 1 of 2

Schedule No. Mg-1NR

Amendment No. 19

**Public Service Commission of Wisconsin****Weston Water Utility****General Service – Metered – Multifamily and Nonresidential**

## Service Charges:

|                     | <u>Monthly</u> | <u>Quarterly</u> |
|---------------------|----------------|------------------|
| 5/8 - inch meter:   | \$ 9.03        | \$ 27.09         |
| 3/4 - inch meter:   | \$ 9.03        | \$ 27.09         |
| 1 - inch meter:     | \$ 12.69       | \$ 38.07         |
| 1 1/4 - inch meter: | \$ 16.93       | \$ 50.79         |
| 1 1/2 - inch meter: | \$ 28.22       | \$ 84.66         |
| 2 - inch meter:     | \$ 41.76       | \$ 125.28        |
| 3 - inch meter:     | \$ 76.74       | \$ 230.22        |
| 4 - inch meter:     | \$ 125.28      | \$ 375.84        |
| 6 - inch meter:     | \$ 257.32      | \$ 771.96        |
| 8 - inch meter:     | \$ 334.07      | \$ 1,002.21      |
| 10 - inch meter:    | \$ 402.92      | \$ 1,208.76      |
| 12 - inch meter:    | \$ 472.89      | \$ 1,418.67      |

## Plus Volume Charges:

|       |           |   |
|-------|-----------|---|
| First | 10,000    | gallons used each month or                          |
|       | 30,000    | gallons used each quarter: \$2.94 per 1,000 gallons |
| Next  | 156,666   | gallons used each month or                          |
|       | 470,000   | gallons used each quarter: \$2.76 per 1,000 gallons |
| Next  | 166,667   | gallons used each month or                          |
|       | 500,000   | gallons used each quarter: \$2.66 per 1,000 gallons |
| Over  | 333,333   | gallons used each month or                          |
|       | 1,000,000 | gallons used each quarter: \$1.65 per 1,000 gallons |

**Multifamily and Nonresidential Class** includes multifamily, commercial, industrial, and public authority customers. Multifamily customers include master-metered multifamily dwelling units such as condominiums, apartment buildings, and mobile home parks. Commercial customers include business entities and institutions, except governmental entities, that provide goods or services. Churches and parochial schools are not governmental and are classified as commercial. Industrial customers include customers who are engaged in the manufacture or production of goods. Public Authority customers include any department, agency, or entity of local, state, or federal government, including public schools, colleges, and universities.

EFFECTIVE: October 15, 2023

Item 17.

SCW AUTHORIZATION: 6420-WQ-101

## Public Service Commission of Wisconsin

## Weston Water Utility

**General Service – Metered – Multifamily and Nonresidential**

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Adm. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings when metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

## Public Service Commission of Wisconsin

## Weston Water Utility

## Additional Meter Rental Charge

Upon request, the utility shall furnish and install additional meters to:

- A. Water service customers for the purpose of measuring the volume of water used that is not discharged into the sanitary sewer system; and
- B. Sewerage service customers who are not customers of the water utility for the purpose of determining the volume of sewage that is discharged into the sanitary sewer system.

The utility shall charge a meter installation charge of \$60.00 and a quarterly rental fee for the use of this additional meter.

## Additional Meter Rental Charges:

|                     | <u>Monthly</u> | <u>Quarterly</u> |
|---------------------|----------------|------------------|
| 5/8 - inch meter:   | \$ 4.00        | \$ 12.00         |
| 3/4 - inch meter:   | \$ 4.00        | \$ 12.00         |
| 1 - inch meter:     | \$ 5.63        | \$ 16.88         |
| 1 1/4 - inch meter: | \$ 7.50        | \$ 22.50         |
| 1 1/2 - inch meter: | \$ 12.50       | \$ 37.50         |
| 2 - inch meter:     | \$ 18.50       | \$ 55.50         |
| 3 - inch meter:     | \$ 34.00       | \$ 102.00        |
| 4 - inch meter:     | \$ 55.50       | \$ 166.50        |

This schedule applies only if the additional meter is installed on the same service lateral as the primary meter and either:

- A. The additional meter is 3/4-inch or smaller if the metering configuration is the Addition Method; or
- B. The additional meter is 2-inch or smaller for all other metering configurations.

If the additional meter is larger than 2-inch or larger than 3/4-inch and installed in the Addition Method, each meter shall be treated as a separate account and Schedule Mg-1R rates shall apply.

Billing: Same as Schedule Mg-1R.

EFFECTIVE: January 16, 2020  
SCW AUTHORIZATION: 6420-WR-103



## Public Service Commission of Wisconsin

## Weston Water Utility

**Other Charges**

Payment Not Honored by Financial Institution Charge: The utility shall assess a \$25.00 charge when a payment rendered for utility service is not honored by the customer's financial institution. This charge may not be in addition to, but may be inclusive of, other such charges when the payment was for multiple services.

Special Billing Charge: The utility shall assess a \$10.00 charge to the requestor to cover administrative expenses whenever an existing customer or the property owner requests a special billing outside of the normal utility billing. This charge may not be assessed to a new customer.

Special Meter Reading Charge: The utility shall assess a \$20.00 charge to the requestor whenever an existing customer or the property owner requests a special meter reading by utility personnel on a date other than the regularly scheduled meter reading. This charge may not be assessed if the customer or the property owner provides the meter reading. This charge may not be assessed to a new customer.

Missed Appointment Charge: The utility shall assess a missed appointment charge when a customer, without providing reasonable cancellation notice, fails to be present at the customer's location for an appointment scheduled with utility personnel. The utility may not apply the charge for the first such missed appointment during normal business hours. The utility shall apply the charge for the first such missed appointment after normal business hours.

|                               |         |
|-------------------------------|---------|
| During normal business hours: | \$30.00 |
| After normal business hours:  | \$50.00 |

Real Estate Closing Account Charge: The utility shall assess a \$15.00 charge whenever a customer or the customer's agent requests written documentation from the utility of the customer's account status in connection with a real estate closing.

Billing: Same as Schedule Mg-1R.

**Public Service Commission of Wisconsin**

**Weston Water Utility**

|                       |
|-----------------------|
| <b>Public Service</b> |
|-----------------------|

Metered Service

Water used by the Village of Weston on an intermittent basis for flushing sewers, street washing, flooding skating rinks, drinking fountains, etc., shall be metered and billed according to the rates set forth in Schedule Mg-1NR.

Unmetered Service

Where it is impossible to meter the service, the utility shall estimate the volume of water used based on the pressure, size of opening, and the period of time the water is used. The estimated quantity shall be billed at the volumetric rates set forth in Schedule Mg-1NR, excluding any service charges.

Billing: Same as Schedule Mg-1R.

## Public Service Commission of Wisconsin

## Weston Water Utility

**General Water Service - Unmetered**

Service may be supplied temporarily on an unmetered basis where the utility cannot immediately install a water meter, including water used for construction. Unmetered service shall be billed the amount that would be charged to a metered residential customer using 12,000 gallons of water quarterly under Schedule Mg-1R, including the service charge for a  $\frac{5}{8}$ -inch meter. If the utility determines that actual usage exceeds 12,000 gallons of water quarterly, an additional charge for the estimated excess usage shall be made according to the rates under Schedule Mg-1R.

This schedule applies only to customers with a 1-inch or smaller service connection. For customers with a larger service connection, the utility shall install a temporary meter and charges shall be based on the rates set forth under Schedule Mg-1R.

Billing: Same as Schedule Mg-1R.

**Public Service Commission of Wisconsin****Weston Water Utility****Seasonal Service**

Seasonal customers are general service customers who voluntarily request disconnection of water service and who resume service at the same location within 12 months of the disconnection, unless service has been provided to another customer at that location in the intervening period. The utility shall bill seasonal customers the applicable service charges under Schedule Mg-1R year-round, including the period of temporary disconnection.

Seasonal service shall include customers taking service under Schedule Mg-1R, Schedule Mg-1NR, Schedule Ug-1, or Schedule Am-1.

Upon reconnection, the utility shall apply a charge under Schedule R-1 and require payment of any unpaid charges under this schedule.

Billing: Same as Schedule Mg-1R, unless the utility and customer agree to an alternative payment schedule for the period of voluntary disconnection.

EFFECTIVE: January 16, 2020

SCW AUTHORIZATION: 6420-WR-103

## Public Service Commission of Wisconsin

## Weston Water Utility

**Bulk Water**

All bulk water supplied from the water system through hydrants or other connections shall be metered or estimated by the utility. Utility personnel or a party approved by the utility shall supervise the delivery of water.

Bulk water sales are:

- A. Water supplied by tank trucks or from hydrants for the purpose of extinguishing fires outside the utility's service area;
- B. Water supplied by tank trucks or from hydrants for purposes other than extinguishing fires, such as water used for irrigation or filling swimming pools; or,
- C. Water supplied from hydrants or other temporary connections for general service type applications, except that Schedule Ug-1 applies for water supplied for construction purposes.

A service charge of \$60.00 and a charge for the volume of water used shall be billed to the party using the water. The volumetric charge shall be calculated using the highest volumetric rate for residential customers under Schedule Mg-1R. In addition, for meters that are assigned to bulk water customers for more than 7 days, the applicable service charge in Schedule Mg-1R will apply after the first 7 days.

The water utility may require a reasonable deposit for the temporary use of its equipment under this and other rate schedules. The deposit(s) collected shall be refunded upon return of the utility's equipment. Damaged or lost equipment shall be repaired or replaced at the customer's expense.

Billing: Same as Schedule Mg-1R.

## Public Service Commission of Wisconsin

## Weston Water Utility

**Reconnection Charges**

The utility shall assess a charge to reconnect a customer, which includes reinstalling a meter and turning on the valve at the curb stop, if necessary. A utility may not assess a charge for disconnecting a customer.

During normal business hours: \$60.00

After normal business hours: \$100.00

Billing: Same as Schedule Mg-1R.

EFFECTIVE: January 16, 2020

Item 17.

SCW AUTHORIZATION: 6420-WR-103

**Public Service Commission of Wisconsin**

**Weston Water Utility**

**Water Lateral Installation Charge**

The utility shall charge a customer for the actual cost of installing a water service lateral from the main through curb stop and box if these costs are not contributed as part of a subdivision development or otherwise recovered under Wis. Stats. Chapter 66.

Billing: Same as Schedule Mg-1R.

## Public Service Commission of Wisconsin

## Weston Water Utility

**Water Utility Operating Rules**Compliance with Rules

All persons now receiving water service from this water utility, or who may request service in the future, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

Establishment of Service

Application for water service may be made in writing on a form furnished by the water utility. The application will contain the legal description of the property to be served, the name of the owner, the exact use to be made of the service, and the size of the service lateral and meter desired. Note particularly any special refrigeration, fire protection, or water-consuming air-conditioning equipment.

Service will be furnished only if (1) the premises have a frontage on a properly platted street or public strip in which a cast iron or other long-life water main has been laid, or where the property owner has agreed to and complied with the provisions of the water utility's filed main extension rule, (2) the property owner has installed or agrees to install a service lateral from the curb stop to the point of use that is not less than 6 feet below the surface of an established or proposed grade and meets the water utility's specifications, and (3) the premises have adequate piping beyond the metering point.

The owner of a multi-unit dwelling has the option of being served by individual metered water service to each unit. The owner, by selecting this option, is required to provide interior plumbing and meter settings to enable individual metered service to each unit and individual disconnection without affecting service to other units. Each meter and meter connection will be treated as a separate water utility account for the purpose of the filed rules and regulations.

No division of the water service lateral to any lot or parcel of land shall be made for the extension and independent metering of the supply to an adjoining lot or parcel of land. Except for duplexes, no division of a water service lateral shall be made at the curb for separate supplies for two or more separate premises having frontage on any street or public service strip, whether owned by the same or different parties. Duplexes may be served by one lateral provided (1) individual metered service and disconnection is provided and (2) it is permitted by local ordinance.

Buildings used in the same business, located on the same parcel, and served by a single lateral may have the customer's water supply piping installed to a central point so that volume can be metered in one place.

The water utility may withhold approval of any application where full information of the purpose of such supply is not clearly indicated and set forth by the applicant property owner.

EFFECTIVE: January 16, 2020

SCW AUTHORIZATION: 6420-WR-103



## Public Service Commission of Wisconsin

## Weston Water Utility

**Water Utility Operating Rules**Reconnection of Service

Where the water utility has disconnected service at the customer's request, a reconnection charge shall be made when the customer requests reconnection of service. See Schedule R-1 for the applicable rate.

A reconnection charge shall also be required from customers whose services are disconnected (shut off at curb stop box) because of nonpayment of bills when due. See Schedule R-1 for the applicable rate.

If reconnection is requested for the same location by any member of the same household, or, if a place of business, by any partner of the same business, it shall be considered as the same customer.

Temporary Metered Service, Meter, and Deposits

An applicant for temporary water service on a metered basis shall make and maintain a monetary deposit for each meter installed as security for payment for use of water and for such other charges which may arise from the use of the supply. A charge shall be made for setting the valve and furnishing and setting the meter. See Schedule BW-1 for the applicable rate.

Water for Construction

When water is requested for construction purposes or for filling tanks or other such uses, an application shall be made to the water utility, in writing, giving a statement of the amount of construction work to be done or the size of the tank to be filled, etc. Payment for the water for construction may be required in advance at the scheduled rates. The service lateral must be installed into the building before water can be used. No connection with the service lateral at the curb shall be made without special permission from the water utility. In no case will any employee of the water utility turn on water for construction work unless the contractor has obtained permission from the water utility.

Customers shall not allow contractors, masons, or other persons to take unmetered water from their premises without permission from the water utility. Any customer failing to comply with this provision may have water service discontinued and will be responsible for the cost of the estimated volume of water used.

## Public Service Commission of Wisconsin

## Weston Water Utility

**Water Utility Operating Rules**Use of Hydrants

In cases where no other supply is available, permission may be granted by the water utility to use a hydrant. No hydrant shall be used until the proper meter and valve are installed. In no case shall any valve be installed or moved except by an employee of the water utility.

Before a valve is set, payment must be made for its setting and for the water to be used at the scheduled rates. Where applicable, see Schedule BW-1 for deposits and charges. Upon completing the use of the hydrant, the customer must notify the water utility to that effect.

Operation of Valves and Hydrants and Unauthorized Use of Water - Penalty

Any person who shall, without authority of the water utility, allow contractors, masons, or other unauthorized persons to take water from their premises, operate any valve connected with the street or supply mains, or open any fire hydrant connected with the distribution system, except for the purpose of extinguishing fire, or who shall wantonly damage or impair the same, shall be subject to a fine as provided by municipal ordinance. Utility permission for the use of hydrants applies only to such hydrants that are designated for the specific use.

Refunds of Monetary Deposits

All money deposited as security for payment of charges arising from the use of temporary water service on a metered basis, or for the return of a hydrant valve and fixtures if the water is used on an unmetered basis, will be refunded to the depositor on the termination of the use of water, the payment of all charges levied against the depositor, and the return of the water utility's equipment.

Service Laterals

No water service lateral shall be laid through any trench having cinders, rubbish, rock or gravel fill, or any other material which may cause injury to or disintegration of the service lateral, unless adequate means of protection are provided by sand filling or such other insulation as may be approved by the water utility. Service laterals passing through curb or retaining walls shall be adequately safeguarded by provision of a channel space or pipe casing not less than twice the diameter of the service connection. The space between the service lateral and the channel or pipe casing shall be filled and lightly caulked with an oakum, mastic cement, or other resilient material and made impervious to moisture.

In backfilling the pipe trench, the service lateral must be protected against injury by carefully hand tamping the ground filling around the pipe. There should be at least 6 inches of ground filling over the pipe, and it should be free from hard lumps, rocks, stones, or other injurious material.

EFFECTIVE: January 16, 2020

SCW AUTHORIZATION: 6420-WR-103

**Public Service Commission of Wisconsin**

**Weston Water Utility**

**Water Utility Operating Rules**

Service Laterals (continued)

All water service laterals shall be of undiminished size from the street main into the point of meter placement. Beyond the meter outlet valve, the piping shall be sized and proportioned to provide, on all floors, at all times, an equitable distribution of the water supply for the greatest probable number of fixtures or appliances operating simultaneously.

Replacement and Repair of Service Laterals

The service lateral from the main to and through the curb stop will be maintained and kept in repair and, when worn out, replaced at the expense of the water utility. The property owner shall maintain the service lateral from the curb stop to the point of use.

If an owner fails to repair a leaking or broken service lateral from the curb to the point of metering or use within such time as may appear reasonable to the water utility after notification has been served on the owner by the water utility, the water will be shut off and will not be turned on again until the repairs have been completed.

Abandonment of Service

If a property owner changes the use of a property currently receiving water service such that water service will no longer be needed in the future, the water utility may require the abandonment of the water service at the water main. In such case, the property owner may be responsible for all removal and/or repair costs, including the water main and the utility portion of the water service lateral.

Charges for Water Wasted Due to Leaks

See Wis. Admin. Code § PSC 185.35 or Schedule X-4, if applicable.

Thawing Frozen Service Laterals

See Wis. Admin. Code § PSC 185.88 or Schedule X-4, if applicable.

Curb Stop Boxes

The curb stop box is the property of the water utility. The water utility is responsible for its repair and maintenance. This includes maintaining, through adjustment, the curb stop box at an appropriate grade level where no direct action by the property owner or occupant has contributed to an elevation problem. The property owner is responsible for protecting the curb stop box from situations that could obstruct access to it or unduly expose it to harm. The water utility shall not be liable for failure to locate the curb stop box and shut off the water in case of a leak on the owner's premises.

## Public Service Commission of Wisconsin

## Weston Water Utility

**Water Utility Operating Rules**Installation of Meters

Meters will be owned, furnished, and installed by the water utility or a utility-approved contractor and are not to be disconnected or tampered with by the customer. All meters shall be so located that they shall be protected from obstructions and permit ready access for reading, inspection, and servicing, such location to be designated or approved by the water utility. All piping within the building must be supplied by the owner. Where additional meters are desired by the owner, the owner shall pay for all piping. Where applicable, see Schedule Am-1 for rates.

Repairs to Meters

Meters will be repaired by the water utility, and the cost of such repairs caused by ordinary wear and tear will be borne by the water utility.

Repair of any damage to a meter resulting from the carelessness of the owner of the premises, owner's agent, or tenant, or from the negligence of any one of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be damaged from the presence of hot water or steam in the meter, shall be paid for by the customer or the owner of the premises.

Service Piping for Meter Settings

Where the original service piping is installed for a new metered customer, where existing service piping is changed for the customer's convenience, or where a new meter is installed for an existing unmetered customer, the owner of the premises at his/her expense shall provide a suitable location and the proper connections for the meter. The meter setting and associated plumbing shall comply with the water utility's standards. The water utility should be consulted as to the type and size of the meter setting.

Turning on Water

The water may only be turned on for a customer by an authorized employee of the water utility. Plumbers may turn the water on to test their work, but upon completion must leave the water turned off.

Sprinkling Restrictions and Emergency Water Conditions

Where the municipality has a policy regarding sprinkling restrictions and/or emergency water conditions, failure to comply with such may result in disconnection of service.

See Wis. Admin. Code § PSC 185.37.

EFFECTIVE: January 16, 2020

SCW AUTHORIZATION: 6420-WR-103

## Public Service Commission of Wisconsin

## Weston Water Utility

**Water Utility Operating Rules**Failure to Read Meters

Where the water utility is unable to read a meter, the fact will be plainly indicated on the bill, and either an estimated bill will be computed or the minimum charge applied. The difference shall be adjusted when the meter is again read, that is, the bill for the succeeding billing period will be computed with the gallons or cubic feet in each block of the rate schedule doubled, and credit will be given on that bill for the amount of the bill paid the preceding period. Only in unusual cases shall more than three consecutive estimated or minimum bills be rendered.

If the meter is damaged (see Surreptitious Use of Water) or fails to operate, the bill will be based on the average use during the past year, unless there is some reason why the use is not normal. If the average use cannot be properly determined, the bill will be estimated by some equitable method.

See Wis. Admin. Code § PSC 185.33.

Complaint Meter Tests

See Wis. Admin. Code § PSC 185.77.

Inspection of Premises

During reasonable hours, any officer or authorized employee of the water utility shall have the right of access to the premises supplied with service for the purpose of inspection or for the enforcement of the water utility's rules and regulations. Whenever appropriate, the water utility will make a systematic inspection of all unmetered water taps for the purpose of checking waste and unnecessary use of water.

See Wis. Stat. § 196.171.

Vacation of Premises

When premises are to be vacated, the water utility shall be notified, in writing, at once, so that it may remove the meter and shut off the water supply at the curb stop. The owner of the premises shall be liable for prosecution for any damage to the water utility's property. See "Abandonment of Service" in Schedule X-1 for further information.

Deposits for Residential Service

See Wis. Admin. Code § PSC 185.36.

**Public Service Commission of Wisconsin**

**Weston Water Utility**

**Water Utility Operating Rules**

Deposits for Nonresidential Service

See Wis. Admin. Code § PSC 185.361.

Deferred Payment Agreement

See Wis. Admin. Code § PSC 185.38 or Schedule X-4, if applicable.

Dispute Procedures

See Wis. Admin. Code § PSC 185.39.

Disconnection and Refusal of Service

See Wis. Admin. Code § PSC 185.37.

The following is an example of a disconnection notice that the utility may use to provide the required notice to customers.

DISCONNECTION NOTICE

Dear Customer:

The bill enclosed with this notice includes your current charge for water utility service and your previous unpaid balance.

You have 10 days to pay the water utility service arrears or your service is subject to disconnection.

If you fail to pay the service arrears or fail to contact us within the 10 days allowed to make reasonable deferred payment arrangement or other suitable arrangement, we will proceed with disconnection action.

To avoid the inconvenience of service interruption and an additional charge of (amount) for reconnection, we urge you to pay the full arrears IMMEDIATELY AT ONE OF OUR OFFICES.

If you have entered into a Deferred Payment Agreement with us and have failed to make the deferred payments you agreed to, your service will be subject to disconnection unless you pay the entire amount due within 10 days.

If you have a reason for delaying the payment, call us and explain the situation.

EFFECTIVE: January 16, 2020

Item 17.

SCW AUTHORIZATION: 6420-WR-103

## Public Service Commission of Wisconsin

## Weston Water Utility

**Water Utility Operating Rules**Disconnection and Refusal of Service (continued)DISCONNECTION NOTICE (continued)

PLEASE CALL THIS TELEPHONE NUMBER, (telephone number), IMMEDIATELY IF:

1. You dispute the notice of delinquent account.
2. You have a question about your water utility service arrears.
3. You are unable to pay the full amount of the bill and are willing to enter into a deferred payment agreement with us.
4. There are any circumstances you think should be taken into consideration before service is discontinued.
5. Any resident is seriously ill.

Illness Provision: If there is an existing medical emergency in your home and you furnish the water utility with a statement signed by either a licensed Wisconsin physician or a public health official, we will delay disconnection of service up to 21 days. The statement must identify the medical emergency and specify the period of time during which disconnection will aggravate the existing emergency.

Deferred Payment Agreements: If you are a residential customer and you are unable to pay the full amount of the water utility service arrears on your bill, you may contact the water utility to discuss arrangements to pay the arrears over an extended period of time.

This time payment agreement will require:

1. Payment of a reasonable amount at the time the agreement is made.
2. Payment of the remainder of the outstanding balance in monthly installments over a reasonable length of time.
3. Payment of all future water utility service bills in full by the due date.

In any situation where you are unable to resolve billing disputes or disputes about the grounds for proposed disconnection through contacts with our water utility, you may make an appeal to the Public Service Commission of Wisconsin by calling (800) 225-7729.

(WATER UTILITY NAME)

## Public Service Commission of Wisconsin

## Weston Water Utility

**Water Utility Operating Rules**Collection of Overdue Bills

An amount owed by the customer may be levied as a tax as provided in Wis. Stat. § 66.0809.

Surreptitious Use of Water

When the water utility has reasonable evidence that a person is obtaining water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the water utility service being delivered, the water utility reserves the right to estimate and present immediately a bill for unmetered service as a result of such interference, and such bill shall be payable subject to a 24-hour disconnection of service. If the water utility disconnects the service for any such reason, the water utility will reconnect the service upon the following conditions:

- A. The customer will be required to deposit with the water utility an amount sufficient to guarantee the payment of the bills for water utility service.
- B. The customer will be required to pay the water utility for any and all damages to water utility equipment resulting from such interference with the metering.
- C. The customer must further agree to comply with reasonable requirements to protect the water utility against further losses.

See Wis. Stat. §§ 98.26 and 943.20.

Repairs to Mains

The water utility reserves the right to shut off the water supply in the mains temporarily to make repairs, alterations, or additions to the plant or system. When the circumstances will permit, the water utility will give notification, by newspaper publication or otherwise, of the discontinuance of the water supply. No credit will be allowed to customers for such temporary suspension of the water supply.

See Wis. Admin. Code § PSC 185.87.

Duty of Water Utility with Respect to Safety of the Public

It shall be the duty of the water utility to see that all open ditches for water mains, hydrants, and service laterals are properly guarded to prevent accident to any person or vehicle, and at night there shall be displayed proper signal lighting to insure the safety of the public.

EFFECTIVE: January 16, 2020

SCW AUTHORIZATION: 6420-WR-103



## Public Service Commission of Wisconsin

## Weston Water Utility

**Water Utility Operating Rules**Handling Water Mains and Service Laterals in Excavation Trenches

Contractors must call Digger's Hotline and ensure a location is done to establish the existence and location of all water mains and service laterals as provided in Wis. Stat. § 182.0175. Where water mains or service laterals have been removed, cut, or damaged during trench excavation, the contractors must, at their own expense, cause them to be replaced or repaired at once. Contractors must not shut off the water service laterals to any customer for a period exceeding 6 hours.

Protective Devices

- A. Protective Devices in General: The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply and all appliances against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply. Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high and/or low pressure safety cutout devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.
- B. Relief Valves: On all "closed systems" (i.e., systems having a check valve, pressure regulator, reducing valve, water filter, or softener), an effective pressure relief valve shall be installed at or near the top of the hot water tank or at the hot water distribution pipe connection to the tank. No stop valve shall be placed between the hot water tank and the relief valve or on the drain pipe. See applicable plumbing codes.
- C. Air Chambers: An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall be sized in conformance with local plumbing codes. Where possible, the air chamber should be provided at its base with a valve for water drainage and replenishment of air.

Cross-Connections

Every person owning or occupying a premise receiving municipal water supply shall maintain such municipal water supply free from any connection, either of a direct or of an indirect nature, with a water supply from a foreign source or of any manner of connection with any fixture or appliance whereby water from a foreign supply or the waste from any fixture, appliance, or waste or soil pipe may flow or be siphoned or pumped into the piping of the municipal water system.

See Wis. Admin. Code § NR 811.06.

**Public Service Commission of Wisconsin****Weston Water Utility****Water Main Extension Rule**

Water mains will be extended for new customers on the following basis:

- A. Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Wis. Stat. § 66.0703 will apply, and no additional customer contribution to the utility will be required.
- B. Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
  - 1. The applicant(s) will advance as a contribution in aid of construction the total amount equivalent to that which would have been assessed for all property under paragraph A.
  - 2. Part of the contribution required in paragraph B.1. will be refundable. When additional customers are connected to the extended main within 10 years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under paragraph A. for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under paragraph A., nor will it exceed the total assessable cost of the original extension.
- C. When a customer connects to a transmission main or connecting loop installed at utility expense within 10 years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under paragraph A.

EFFECTIVE: January 16, 2020

Item 17.

SCW AUTHORIZATION: 6420-WR-103

**Public Service Commission of Wisconsin****Weston Water Utility****Water Main Installations in Platted Subdivisions**

Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the utility.

If the developer, or a contractor employed by the developer, is to install the water mains (with the approval of the utility), the developer shall be responsible for the total cost of construction.

If the utility or its contractor is to install the water mains, the developer shall be required to advance to the utility, prior to the beginning of the construction, the total estimated cost of the extension. If the final costs exceed estimated costs, an additional billing will be made for the balance of the cost due. This balance is to be paid within 30 days. If final costs are less than estimated, a refund of the overpayment will be made by the water utility.

## Public Service Commission of Wisconsin

## Weston Water Utility

## Private Fire Protection Service - Unmetered

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

## Private Fire Protection Service Demand Charges:

|                                 | <u>Monthly</u> | <u>Quarterly</u> |
|---------------------------------|----------------|------------------|
| 2 - inch or smaller connection: | \$ 7.50        | \$ 22.50         |
| 3 - inch connection:            | \$ 14.00       | \$ 42.00         |
| 4 - inch connection:            | \$ 24.00       | \$ 72.00         |
| 6 - inch connection:            | \$ 48.00       | \$ 144.00        |
| 8 - inch connection:            | \$ 76.00       | \$ 228.00        |
| 10 - inch connection:           | \$ 113.00      | \$ 339.00        |
| 12 - inch connection:           | \$ 151.00      | \$ 453.00        |
| 14 - inch connection:           | \$ 189.00      | \$ 567.00        |
| 16 - inch connection:           | \$ 227.00      | \$ 681.00        |

Billing: Same as Schedule Mg-1R.

## Public Service Commission of Wisconsin

## Weston Water Utility

## Public Fire Protection Service

Public fire protection service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission shall apply.

Under Wis. Stat. § 196.03(3)(b), the municipality has chosen to have the utility bill the retail general service customers for public fire protection service.

## Public Fire Protection Service Charges:

|                     | <u>Monthly</u> | <u>Quarterly</u> |
|---------------------|----------------|------------------|
| 5/8 - inch meter:   | \$ 6.58        | \$ 19.74         |
| 3/4 - inch meter:   | \$ 6.58        | \$ 19.74         |
| 1 - inch meter:     | \$ 16.36       | \$ 49.08         |
| 1 1/4 - inch meter: | \$ 24.83       | \$ 74.49         |
| 1 1/2 - inch meter: | \$ 32.73       | \$ 98.19         |
| 2 - inch meter:     | \$ 53.05       | \$ 159.15        |
| 3 - inch meter:     | \$ 98.19       | \$ 294.57        |
| 4 - inch meter:     | \$ 164.78      | \$ 494.34        |
| 6 - inch meter:     | \$ 329.55      | \$ 988.65        |
| 8 - inch meter:     | \$ 525.93      | \$ 1,577.79      |
| 10 - inch meter:    | \$ 788.90      | \$ 2,366.70      |
| 12 - inch meter:    | \$ 1,052.99    | \$ 3,158.97      |

Customers who are provided service under Schedules Mg-1R, Mg-1NR, Ug-1, or Sg-1 shall also be subject to the charges in this schedule according to the size of their primary meter. Customers who are provided service under Schedule Am-1 are exempt from these charges for any additional meters.

Billing: Same as Schedule Mg-1R.

**RATE FILE**

Sheet No. 1 of 1

Schedule No. Mg-1

Amendment No. 1

**Public Service Commission of Wisconsin****Jefferson Water Utility****General Service - Metered****Monthly Service Charges:**

|                     |          |                  |           |
|---------------------|----------|------------------|-----------|
| 5/8 - inch meter:   | \$ 10.53 | 3 - inch meter:  | \$ 81.00  |
| 3/4 - inch meter:   | \$ 10.53 | 4 - inch meter:  | \$ 172.80 |
| 1 - inch meter:     | \$ 16.20 | 6 - inch meter:  | \$ 232.20 |
| 1 1/4 - inch meter: | \$ 21.60 | 8 - inch meter:  | \$ 324.00 |
| 1 1/2 - inch meter: | \$ 27.00 | 10 - inch meter: | \$ 459.00 |
| 2 - inch meter:     | \$ 43.20 | 12 - inch meter: | \$ 631.80 |

For PSC use only: base 5/8-inch meter charge for SRC purpose - \$9.75

**Plus Volume Charges:**

|       |         |                             |                           |
|-------|---------|-----------------------------|---------------------------|
| First | 1,600   | cubic feet used each month: | \$3.45 per 100 cubic feet |
| Next  | 15,000  | cubic feet used each month: | \$3.15 per 100 cubic feet |
| Next  | 316,700 | cubic feet used each month: | \$2.61 per 100 cubic feet |
| Over  | 333,300 | cubic feet used each month: | \$1.35 per 100 cubic feet |

**Billing:** Bills for water service are rendered monthly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge shall be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Admin. Code ch. PSC 185.

**Combined Metering:** For a residential customer with more than one meter on a single service lateral, volumetric reading from all meters shall be combined for billing. For a nonresidential customer, volumetric readings may be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and may not be combined for billing. This requirement does not preclude the utility from combining readings where metering configurations support such an approach. Volumetric readings from individually metered separate service laterals may not be combined for billing purposes.

## RATE FILE

Sheet No. 1 of 1

Schedule No. Am-1

Amendment No. 0

## Public Service Commission of Wisconsin

### Jefferson Water Utility

#### Additional Meter Rental Charge

Upon request, the utility shall furnish and install additional meters to:

- A. Water service customers for the purpose of measuring the volume of water used that is not discharged into the sanitary sewer system; and
- B. Sewerage service customers who are not customers of the water utility for the purpose of determining the volume of sewage that is discharged into the sanitary sewer system.

The utility shall charge a meter installation charge of \$40.00 and a monthly rental fee for the use of this additional meter.

#### Monthly Additional Meter Rental Charges:

|                        |       |
|------------------------|-------|
| 3/8 -inch meter - \$   | 4.85  |
| 3/4 -inch meter - \$   | 4.85  |
| 1 -inch meter - \$     | 7.50  |
| 1 1/4 -inch meter - \$ | 10.00 |
| 1 1/2 -inch meter - \$ | 12.50 |
| 2 -inch meter - \$     | 20.00 |

This schedule applies only if the additional meter is installed on the same service lateral as the primary meter and either:

- A. The additional meter is 3/4-inch or smaller if the metering configuration is the Addition Method; or
- B. The additional meter is 2-inch or smaller for all other metering configurations.

If the additional meter is larger than 2-inch or larger than 3/4-inch and installed in the Addition Method, each meter shall be treated as a separate account and Schedule Mg-1 rates shall apply.

Billing: Same as Schedule Mg-1.

EFFECTIVE: June 12, 2023  
SCW AUTHORIZATION: 2750-TU-100

**RATE FILE**

Sheet No. 1 of 1

Schedule No. OC-1

**Public Service Commission of Wisconsin**

Amendment No. 0

**Jefferson Water Utility**

|                      |
|----------------------|
| <b>Other Charges</b> |
|----------------------|

Payment Not Honored by Financial Institution Charge: The utility shall assess a \$25.00 charge when a payment rendered for utility service is not honored by the customer's financial institution. This charge may not be in addition to, but may be inclusive of, other such charges when the payment was for multiple services.

Billing: Same as Schedule Mg-1.



## RATE FILE

Sheet No. 1 of 1

Schedule No. Mpa-1

Amendment No. 0

### Public Service Commission of Wisconsin

#### Jefferson Water Utility

#### Public Service

##### Metered Service

Water used by the City of Jefferson on an intermittent basis for flushing sewers, street washing, flooding skating rinks, drinking fountains, etc., shall be metered and billed according to the rates set forth in Schedule Mg-1.

##### Unmetered Service

Where it is impossible to meter the service, the utility shall estimate the volume of water used based on the pressure, size of opening, and the period of time the water is used. The estimated quantity shall be billed at the volumetric rates set forth in Schedule Mg-1, excluding any service charges.

Billing: Same as Schedule Mg-1.

EFFECTIVE: June 12, 2023  
SCW AUTHORIZATION: 2750-TU-100

## RATE FILE

Sheet No. 1 of 1

Schedule No. Ug-1

Amendment No. 0

## Public Service Commission of Wisconsin

### Jefferson Water Utility

#### General Water Service - Unmetered

Service may be supplied temporarily on an unmetered basis where the utility cannot immediately install a water meter, including water used for construction. Unmetered service shall be billed the amount that would be charged to a metered residential customer using 500 cubic feet of water per month under Schedule Mg-1, including the service charge for a  $\frac{5}{8}$ -inch meter. If the utility determines that actual usage exceeds 500 cubic feet of water per month, an additional charge for the estimated excess usage shall be made according to the rates under Schedule Mg-1.

This schedule applies only to customers with a 1-inch or smaller service connection. For customers with a larger service connection, the utility shall install a temporary meter and charges shall be based on the rates set forth under Schedule Mg-1.

Billing: Same as Schedule Mg-1.

EFFECTIVE: June 12, 2023  
PSCW AUTHORIZATION: 2750-TU-100

## RATE FILE

Sheet No. 1 of 1

Schedule No. Sg-1

Amendment No. 0

## Public Service Commission of Wisconsin

### Jefferson Water Utility

#### Seasonal Service

Seasonal customers are general service customers who voluntarily request disconnection of water service and who resume service at the same location within 12 months of the disconnection, unless service has been provided to another customer at that location in the intervening period. The utility shall bill seasonal customers the applicable service charges under Schedule Mg-1 year-round, including the period of temporary disconnection.

Seasonal service shall include customers taking service under Schedule Mg-1, Schedule Ug-1, or Schedule Am-1.

Upon reconnection, the utility shall apply a charge under Schedule R-1 and require payment of any unpaid charges under this schedule.

Billing: Same as Schedule Mg-1, unless the utility and customer agree to an alternative payment schedule for the period of voluntary disconnection.

EFFECTIVE: June 12, 2023  
PSCW AUTHORIZATION: 2750-TU-100

## RATE FILE

Sheet No. 1 of 1

Schedule No. BW-1

Amendment No. 0

## Public Service Commission of Wisconsin

### Jefferson Water Utility

#### Bulk Water

All bulk water supplied from the water system through hydrants or other connections shall be metered or estimated by the utility. Utility personnel or a party approved by the utility shall supervise the delivery of water.

Bulk water sales are:

- A. Water supplied by tank trucks or from hydrants for the purpose of extinguishing fires outside the utility's service area;
- B. Water supplied by tank trucks or from hydrants for purposes other than extinguishing fires, such as water used for irrigation or filling swimming pools; or,
- C. Water supplied from hydrants or other temporary connections for general service type applications, except that Schedule Ug-1 applies for water supplied for construction purposes.

A service charge of \$40.00 and a charge for the volume of water used shall be billed to the party using the water. The volumetric charge shall be calculated using the highest volumetric rate for residential customers under Schedule Mg-1. In addition, for meters that are assigned to bulk water customers for more than 7 days, the applicable service charge in Schedule Mg-1 will apply after the first 7 days.

The water utility may require a reasonable deposit for the temporary use of its equipment under this and other rate schedules. The deposit(s) collected shall be refunded upon return of the utility's equipment. Damaged or lost equipment shall be repaired or replaced at the customer's expense.

Billing: Same as Schedule Mg-1.

EFFECTIVE: June 12, 2023  
PSCW AUTHORIZATION: 2750-TU-100

**RATE FILE**Sheet No. 1 of 1Schedule No. R-1Amendment No. 0**Public Service Commission of Wisconsin****Jefferson Water Utility****Reconnection Charges**

The utility shall assess a charge to reconnect a customer, which includes reinstalling a meter and turning on the valve at the curb stop, if necessary. A utility may not assess a charge for disconnecting a customer.

During normal business hours:      \$40.00

After normal business hours:      \$60.00

Billing: Same as Schedule Mg-1.

EFFECTIVE: June 12, 2023

PSCW AUTHORIZATION: 2750-TU-100

**RATE FILE**

Sheet No. 1 of 1

Schedule No. Cz-1

Amendment No. 0

**Public Service Commission of Wisconsin**

**Jefferson Water Utility**

**Water Lateral Installation Charge**

The utility shall charge a customer for the actual cost of installing a water service lateral from the main through curb stop and box if these costs are not contributed as part of a subdivision development or otherwise recovered under Wis. Stats. Chapter 66.

Billing: Same as Schedule Mg-1.

**Public Service Commission of Wisconsin**

**Jefferson Water Utility**

**Water Utility Operating Rules**

Compliance with Rules

All persons now receiving water service from this water utility, or who may request service in the future, shall be considered as having agreed to be bound by the rules and regulations as filed with the Public Service Commission of Wisconsin.

Establishment of Service

Application for water service may be made in writing on a form furnished by the water utility. The application will contain the legal description of the property to be served, the name of the owner, the exact use to be made of the service, and the size of the service lateral and meter desired. Note particularly any special refrigeration, fire protection, or water-consuming air-conditioning equipment.

Service will be furnished only if (1) the premises have a frontage on a properly platted street or public strip in which a cast iron or other long-life water main has been laid, or where the property owner has agreed to and complied with the provisions of the water utility's filed main extension rule, (2) the property owner has installed or agrees to install a service lateral from the curb stop to the point of use that is not less than 6 feet below the surface of an established or proposed grade and meets the water utility's specifications, and (3) the premises have adequate piping beyond the metering point.

The owner of a multi-unit dwelling has the option of being served by individual metered water service to each unit. The owner, by selecting this option, is required to provide interior plumbing and meter settings to enable individual metered service to each unit and individual disconnection without affecting service to other units. Each meter and meter connection will be treated as a separate water utility account for the purpose of the filed rules and regulations.

No division of the water service lateral to any lot or parcel of land shall be made for the extension and independent metering of the supply to an adjoining lot or parcel of land. Except for duplexes, no division of a water service lateral shall be made at the curb for separate supplies for two or more separate premises having frontage on any street or public service strip, whether owned by the same or different parties. Duplexes may be served by one lateral provided (1) individual metered service and disconnection is provided and (2) it is permitted by local ordinance.

Buildings used in the same business, located on the same parcel, and served by a single lateral may have the customer's water supply piping installed to a central point so that volume can be metered in one place.

The water utility may withhold approval of any application where full information of the purpose of such supply is not clearly indicated and set forth by the applicant property owner.

EFFECTIVE: June 12, 2023  
 SCW AUTHORIZATION: 2750-TU-100

**Jefferson Water Utility**

**Water Utility Operating Rules**

Reconnection of Service

Where the water utility has disconnected service at the customer's request, a reconnection charge shall be made when the customer requests reconnection of service. See Schedule R-1 for the applicable rate.

A reconnection charge shall also be required from customers whose services are disconnected (shut off at curb stop box) because of nonpayment of bills when due. See Schedule R-1 for the applicable rate.

If reconnection is requested for the same location by any member of the same household, or, if a place of business, by any partner of the same business, it shall be considered as the same customer.

Temporary Metered Service, Meter, and Deposits

An applicant for temporary water service on a metered basis shall make and maintain a monetary deposit for each meter installed as security for payment for use of water and for such other charges which may arise from the use of the supply. A charge shall be made for setting the valve and furnishing and setting the meter. See Schedule BW-1 for the applicable rate.

Water for Construction

When water is requested for construction purposes or for filling tanks or other such uses, an application shall be made to the water utility, in writing, giving a statement of the amount of construction work to be done or the size of the tank to be filled, etc. Payment for the water for construction may be required in advance at the scheduled rates. The service lateral must be installed into the building before water can be used. No connection with the service lateral at the curb shall be made without special permission from the water utility. In no case will any employee of the water utility turn on water for construction work unless the contractor has obtained permission from the water utility.

Customers shall not allow contractors, masons, or other persons to take unmetered water from their premises without permission from the water utility. Any customer failing to comply with this provision may have water service discontinued and will be responsible for the cost of the estimated volume of water used.



**Public Service Commission of Wisconsin**

**Jefferson Water Utility**

**Water Utility Operating Rules**

Use of Hydrants

In cases where no other supply is available, permission may be granted by the water utility to use a hydrant. No hydrant shall be used until the proper meter and valve are installed. In no case shall any valve be installed or moved except by an employee of the water utility.

Before a valve is set, payment must be made for its setting and for the water to be used at the scheduled rates. Where applicable, see Schedule BW-1 for deposits and charges. Upon completing the use of the hydrant, the customer must notify the water utility to that effect.

Operation of Valves and Hydrants and Unauthorized Use of Water - Penalty

Any person who shall, without authority of the water utility, allow contractors, masons, or other unauthorized persons to take water from their premises, operate any valve connected with the street or supply mains, or open any fire hydrant connected with the distribution system, except for the purpose of extinguishing fire, or who shall wantonly damage or impair the same, shall be subject to a fine as provided by municipal ordinance. Utility permission for the use of hydrants applies only to such hydrants that are designated for the specific use.

Refunds of Monetary Deposits

All money deposited as security for payment of charges arising from the use of temporary water service on a metered basis, or for the return of a hydrant valve and fixtures if the water is used on an unmetered basis, will be refunded to the depositor on the termination of the use of water, the payment of all charges levied against the depositor, and the return of the water utility's equipment.

Service Laterals

No water service lateral shall be laid through any trench having cinders, rubbish, rock or gravel fill, or any other material which may cause injury to or disintegration of the service lateral, unless adequate means of protection are provided by sand filling or such other insulation as may be approved by the water utility. Service laterals passing through curb or retaining walls shall be adequately safeguarded by provision of a channel space or pipe casing not less than twice the diameter of the service connection. The space between the service lateral and the channel or pipe casing shall be filled and lightly caulked with an oakum, mastic cement, or other resilient material and made impervious to moisture.

In backfilling the pipe trench, the service lateral must be protected against injury by carefully hand tamping the ground filling around the pipe. There should be at least 6 inches of ground filling over the pipe, and it should be free from hard lumps, rocks, stones, or other injurious material.

EFFECTIVE: June 12, 2023

SCW AUTHORIZATION: 2750-TU-100

**Jefferson Water Utility****Water Utility Operating Rules**Service Laterals (continued)

All water service laterals shall be of undiminished size from the street main into the point of meter placement. Beyond the meter outlet valve, the piping shall be sized and proportioned to provide, on all floors, at all times, an equitable distribution of the water supply for the greatest probable number of fixtures or appliances operating simultaneously.

Replacement and Repair of Service Laterals

The service lateral from the main to and through the curb stop will be maintained and kept in repair and, when worn out, replaced at the expense of the water utility. The property owner shall maintain the service lateral from the curb stop to the point of use.

If an owner fails to repair a leaking or broken service lateral from the curb to the point of metering or use within such time as may appear reasonable to the water utility after notification has been served on the owner by the water utility, the water will be shut off and will not be turned on again until the repairs have been completed.

Abandonment of Service

If a property owner changes the use of a property currently receiving water service such that water service will no longer be needed in the future, the water utility may require the abandonment of the water service at the water main. In such case, the property owner may be responsible for all removal and/or repair costs, including the water main and the utility portion of the water service lateral.

Charges for Water Wasted Due to Leaks

See Wis. Admin. Code § PSC 185.35 or Schedule X-4, if applicable.

Thawing Frozen Service Laterals

See Wis. Admin. Code § PSC 185.88 or Schedule X-4, if applicable.

Curb Stop Boxes

The curb stop box is the property of the water utility. The water utility is responsible for its repair and maintenance. This includes maintaining, through adjustment, the curb stop box at an appropriate grade level where no direct action by the property owner or occupant has contributed to an elevation problem. The property owner is responsible for protecting the curb stop box from situations that could obstruct access to it or unduly expose it to harm. The water utility shall not be liable for failure to locate the curb stop box and shut off the water in case of a leak on the owner's premises.

**Public Service Commission of Wisconsin**

**Jefferson Water Utility**

**Water Utility Operating Rules**

Installation of Meters

Meters will be owned, furnished, and installed by the water utility or a utility-approved contractor and are not to be disconnected or tampered with by the customer. All meters shall be so located that they shall be protected from obstructions and permit ready access for reading, inspection, and servicing, such location to be designated or approved by the water utility. All piping within the building must be supplied by the owner. Where additional meters are desired by the owner, the owner shall pay for all piping. Where applicable, see Schedule Am-1 for rates.

Repairs to Meters

Meters will be repaired by the water utility, and the cost of such repairs caused by ordinary wear and tear will be borne by the water utility.

Repair of any damage to a meter resulting from the carelessness of the owner of the premises, owner's agent, or tenant, or from the negligence of any one of them to properly secure and protect same, including any damage that may result from allowing a water meter to become frozen or to be damaged from the presence of hot water or steam in the meter, shall be paid for by the customer or the owner of the premises.

Service Piping for Meter Settings

Where the original service piping is installed for a new metered customer, where existing service piping is changed for the customer's convenience, or where a new meter is installed for an existing unmetered customer, the owner of the premises at his/her expense shall provide a suitable location and the proper connections for the meter. The meter setting and associated plumbing shall comply with the water utility's standards. The water utility should be consulted as to the type and size of the meter setting.

Turning on Water

The water may only be turned on for a customer by an authorized employee of the water utility. Plumbers may turn the water on to test their work, but upon completion must leave the water turned off.

Sprinkling Restrictions and Emergency Water Conditions

Where the municipality has a policy regarding sprinkling restrictions and/or emergency water conditions, failure to comply with such may result in disconnection of service.

See Wis. Admin. Code § PSC 185.37.

**Jefferson Water Utility****Water Utility Operating Rules**Failure to Read Meters

Where the water utility is unable to read a meter, the fact will be plainly indicated on the bill, and either an estimated bill will be computed or the minimum charge applied. The difference shall be adjusted when the meter is again read, that is, the bill for the succeeding billing period will be computed with the gallons or cubic feet in each block of the rate schedule doubled, and credit will be given on that bill for the amount of the bill paid the preceding period. Only in unusual cases shall more than three consecutive estimated or minimum bills be rendered.

If the meter is damaged (see Surreptitious Use of Water) or fails to operate, the bill will be based on the average use during the past year, unless there is some reason why the use is not normal. If the average use cannot be properly determined, the bill will be estimated by some equitable method.

See Wis. Admin. Code § PSC 185.33.

Complaint Meter Tests

See Wis. Admin. Code § PSC 185.77.

Inspection of Premises

During reasonable hours, any officer or authorized employee of the water utility shall have the right of access to the premises supplied with service for the purpose of inspection or for the enforcement of the water utility's rules and regulations. Whenever appropriate, the water utility will make a systematic inspection of all unmetered water taps for the purpose of checking waste and unnecessary use of water.

See Wis. Stat. § 196.171.

Vacation of Premises

When premises are to be vacated, the water utility shall be notified, in writing, at once, so that it may remove the meter and shut off the water supply at the curb stop. The owner of the premises shall be liable for prosecution for any damage to the water utility's property. See "Abandonment of Service" in Schedule X-1 for further information.

Deposits for Residential Service

See Wis. Admin. Code § PSC 185.36.

## RATE FILE

Sheet No. 7 of 10

Schedule No. X-1

Amendment No. 0

## Public Service Commission of Wisconsin

### Jefferson Water Utility

#### Water Utility Operating Rules

##### Deposits for Nonresidential Service

See Wis. Admin. Code § PSC 185.361.

##### Deferred Payment Agreement

See Wis. Admin. Code § PSC 185.38 or Schedule X-4, if applicable.

##### Dispute Procedures

See Wis. Admin. Code § PSC 185.39.

##### Disconnection and Refusal of Service

See Wis. Admin. Code § PSC 185.37.

The following is an example of a disconnection notice that the utility may use to provide the required notice to customers.

#### DISCONNECTION NOTICE

Dear Customer:

The bill enclosed with this notice includes your current charge for water utility service and your previous unpaid balance.

You have 10 days to pay the water utility service arrears or your service is subject to disconnection.

If you fail to pay the service arrears or fail to contact us within the 10 days allowed to make reasonable deferred payment arrangement or other suitable arrangement, we will proceed with disconnection action.

To avoid the inconvenience of service interruption and an additional charge of (amount) for reconnection, we urge you to pay the full arrears IMMEDIATELY AT ONE OF OUR OFFICES.

If you have entered into a Deferred Payment Agreement with us and have failed to make the deferred payments you agreed to, your service will be subject to disconnection unless you pay the entire amount due within 10 days.

If you have a reason for delaying the payment, call us and explain the situation.

EFFECTIVE: June 12, 2023

PSCW AUTHORIZATION: 2750-TU-100

**Jefferson Water Utility**

**Water Utility Operating Rules**

Disconnection and Refusal of Service (continued)

DISCONNECTION NOTICE (continued)

PLEASE CALL THIS TELEPHONE NUMBER, (telephone number), IMMEDIATELY IF:

1. You dispute the notice of delinquent account.
2. You have a question about your water utility service arrears.
3. You are unable to pay the full amount of the bill and are willing to enter into a deferred payment agreement with us.
4. There are any circumstances you think should be taken into consideration before service is discontinued.
5. Any resident is seriously ill.

Illness Provision: If there is an existing medical emergency in your home and you furnish the water utility with a statement signed by either a licensed Wisconsin physician or a public health official, we will delay disconnection of service up to 21 days. The statement must identify the medical emergency and specify the period of time during which disconnection will aggravate the existing emergency.

Deferred Payment Agreements: If you are a residential customer and you are unable to pay the full amount of the water utility service arrears on your bill, you may contact the water utility to discuss arrangements to pay the arrears over an extended period of time.

This time payment agreement will require:

1. Payment of a reasonable amount at the time the agreement is made.
2. Payment of the remainder of the outstanding balance in monthly installments over a reasonable length of time.
3. Payment of all future water utility service bills in full by the due date.

In any situation where you are unable to resolve billing disputes or disputes about the grounds for proposed disconnection through contacts with our water utility, you may make an appeal to the Public Service Commission of Wisconsin by calling (800) 225-7729.

(WATER UTILITY NAME)

**Public Service Commission of Wisconsin****Jefferson Water Utility****Water Utility Operating Rules**Collection of Overdue Bills

An amount owed by the customer may be levied as a tax as provided in Wis. Stat. § 66.0809.

Surreptitious Use of Water

When the water utility has reasonable evidence that a person is obtaining water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the water utility service being delivered, the water utility reserves the right to estimate and present immediately a bill for unmetered service as a result of such interference, and such bill shall be payable subject to a 24-hour disconnection of service. If the water utility disconnects the service for any such reason, the water utility will reconnect the service upon the following conditions:

- A. The customer will be required to deposit with the water utility an amount sufficient to guarantee the payment of the bills for water utility service.
- B. The customer will be required to pay the water utility for any and all damages to water utility equipment resulting from such interference with the metering.
- C. The customer must further agree to comply with reasonable requirements to protect the water utility against further losses.

See Wis. Stat. §§ 98.26 and 943.20.

Repairs to Mains

The water utility reserves the right to shut off the water supply in the mains temporarily to make repairs, alterations, or additions to the plant or system. When the circumstances will permit, the water utility will give notification, by newspaper publication or otherwise, of the discontinuance of the water supply. No credit will be allowed to customers for such temporary suspension of the water supply.

See Wis. Admin. Code § PSC 185.87.

Duty of Water Utility with Respect to Safety of the Public

It shall be the duty of the water utility to see that all open ditches for water mains, hydrants, and service laterals are properly guarded to prevent accident to any person or vehicle, and at night there shall be displayed proper signal lighting to insure the safety of the public.

EFFECTIVE: June 12, 2023  
PSCW AUTHORIZATION: 2750-TU-100

## Public Service Commission of Wisconsin

## Jefferson Water Utility

**Water Utility Operating Rules**Handling Water Mains and Service Laterals in Excavation Trenches

Contractors must call Digger's Hotline and ensure a location is done to establish the existence and location of all water mains and service laterals as provided in Wis. Stat. § 182.0175. Where water mains or service laterals have been removed, cut, or damaged during trench excavation, the contractors must, at their own expense, cause them to be replaced or repaired at once. Contractors must not shut off the water service laterals to any customer for a period exceeding 6 hours.

Protective Devices

- A. Protective Devices in General: The owner or occupant of every premise receiving water supply shall apply and maintain suitable means of protection of the premise supply and all appliances against damage arising in any manner from the use of the water supply, variation of water pressure, or any interruption of water supply. Particularly, such owner or occupant must protect water-cooled compressors for refrigeration systems by means of high and/or low pressure safety cutout devices. There shall likewise be provided means for the prevention of the transmission of water ram or noise of operation of any valve or appliance through the piping of their own or adjacent premises.
- B. Relief Valves: On all "closed systems" (i.e., systems having a check valve, pressure regulator, reducing valve, water filter, or softener), an effective pressure relief valve shall be installed at or near the top of the hot water tank or at the hot water distribution pipe connection to the tank. No stop valve shall be placed between the hot water tank and the relief valve or on the drain pipe. See applicable plumbing codes.
- C. Air Chambers: An air chamber or approved shock absorber shall be installed at the terminus of each riser, fixture branch, or hydraulic elevator main for the prevention of undue water hammer. The air chamber shall be sized in conformance with local plumbing codes. Where possible, the air chamber should be provided at its base with a valve for water drainage and replenishment of air.

Cross-Connections

Every person owning or occupying a premise receiving municipal water supply shall maintain such municipal water supply free from any connection, either of a direct or of an indirect nature, with a water supply from a foreign source or of any manner of connection with any fixture or appliance whereby water from a foreign supply or the waste from any fixture, appliance, or waste or soil pipe may flow or be siphoned or pumped into the piping of the municipal water system.

See Wis. Admin. Code § NR 811.06.



**Public Service Commission of Wisconsin**

**Jefferson Water Utility**

**Water Main Extension Rule**

Water mains will be extended for new customers on the following basis:

- A. Where the cost of the extension is to immediately be collected through assessment by the municipality against the abutting property, the procedure set forth under Wis. Stat. § 66.0703 will apply, and no additional customer contribution to the utility will be required.
- B. Where the municipality is unwilling or unable to make a special assessment, the extension will be made on a customer-financed basis as follows:
  - 1. The applicant(s) will advance as a contribution in aid of construction the total amount equivalent to that which would have been assessed for all property under paragraph A.
  - 2. Part of the contribution required in paragraph B.1. will be refundable. When additional customers are connected to the extended main within 10 years of the date of completion, contributions in aid of construction will be collected equal to the amount which would have been assessed under paragraph A. for the abutting property being served. This amount will be refunded to the original contributor(s). In no case will the contributions received from additional customers exceed the proportionate amount which would have been required under paragraph A., nor will it exceed the total assessable cost of the original extension.
- C. When a customer connects to a transmission main or connecting loop installed at utility expense within 10 years of the date of completion, there will be a contribution required of an amount equivalent to that which would have been assessed under paragraph A.

**RATE FILE**

Sheet No. 1 of 1

Schedule No. X-3

Amendment No. 0

**Public Service Commission of Wisconsin**

**Jefferson Water Utility**

**Water Main Installations in Platted Subdivisions**

Application for installation of water mains in regularly platted real estate development subdivisions shall be filed with the utility.

If the developer, or a contractor employed by the developer, is to install the water mains (with the approval of the utility), the developer shall be responsible for the total cost of construction.

If the utility or its contractor is to install the water mains, the developer shall be required to advance to the utility, prior to the beginning of the construction, the total estimated cost of the extension. If the final costs exceed estimated costs, an additional billing will be made for the balance of the cost due. This balance is to be paid within 30 days. If final costs are less than estimated, a refund of the overpayment will be made by the water utility.

**Public Service Commission of Wisconsin**

**Jefferson Water Utility**

**Water Customer Supplemental Rules**

Compliance with Rules

All persons now receiving water service from this water utility, or who may request service in the future, shall be considered as having agreed to be bound by the rules and regulation as filed with the Public Service Commission of Wisconsin.

Charges of Water Wasted Due to Leaks

See Wis. Admin. Code § PSC 185.35.

Thawing Frozen Service Laterals

See Wis. Admin. Code § PSC 185.88.

Deferred Payment Agreement

See Wis. Admin. Code § PSC 185.38.

Jefferson Water and Electric Department shall offer deferred payment agreements to residential accounts and may offer such agreements to other customers. However, Jefferson Water and Electric Department will not offer a deferred payment agreement to a residential customer who is a tenant if any of the following criteria applies:

1. The residential tenant has greater than \$100 of account arrearages that are more than 90 days past due for utilities that bill monthly; or for utilities that do not bill monthly, has greater than \$100 of account arrearages that are past due for more than two billing cycles.
2. The tenant has defaulted on a deferred payment agreement in the past 12 months. This criterion only applies to deferred payment agreements and not to other types of payment extensions or agreements.
3. The residential tenant is responsible for account arrearages that were placed on any property owner's tax bill in the utility's service territory in the past 24 months.
4. The residential tenant has a balance that accrued during the winter moratorium that is more than 80 days past due.

**Jefferson Water Utility****Public Fire Protection Service**

Public fire protection service includes the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

Under Wis. Stat. § 196.03(3)(b), the municipality has chosen to have the utility bill the retail general service customers for public fire protection service.

## Monthly Public Fire Protection Service Charges:

|                     |          |                  |             |
|---------------------|----------|------------------|-------------|
| 5/8 - inch meter:   | \$ 11.61 | 3 - inch meter:  | \$ 174.96   |
| 3/4 - inch meter:   | \$ 11.61 | 4 - inch meter:  | \$ 291.60   |
| 1 - inch meter:     | \$ 29.16 | 6 - inch meter:  | \$ 583.20   |
| 1 1/4 - inch meter: | \$ 43.20 | 8 - inch meter:  | \$ 928.80   |
| 1 1/2 - inch meter: | \$ 58.32 | 10 - inch meter: | \$ 1,393.20 |
| 2 - inch meter:     | \$ 93.96 | 12 - inch meter: | \$ 1,857.60 |

Customers who are provided service under Schedules Mg-1, Ug-1, or Sg-1 shall also be subject to the charges in this schedule according to the size of their primary meter. Customers who are provided service under Schedule Am-1 are exempt from these charges for any additional meters.

Billing: Same as Schedule Mg-1.

**RATE FILE**

Sheet No. 1 of 1

Schedule No. Upf-1

Amendment No. 0

**Public Service Commission of Wisconsin****Jefferson Water Utility****Private Fire Protection Service - Unmetered**

This service shall consist of permanent or continuous unmetered connections to the main for the purpose of supplying water to private fire protection systems such as automatic sprinkler systems, standpipes, and private hydrants. This service shall also include reasonable quantities of water used for testing check valves and other backflow prevention devices.

**Monthly Private Fire Protection Service Demand Charges:**

|                                     |        |
|-------------------------------------|--------|
| 2 - inch or smaller connection - \$ | 12.00  |
| 3 - inch connection - \$            | 22.50  |
| 4 - inch connection - \$            | 37.50  |
| 6 - inch connection - \$            | 75.00  |
| 8 - inch connection - \$            | 120.00 |
| 10 - inch connection - \$           | 180.00 |
| 12 - inch connection - \$           | 240.00 |
| 14 - inch connection - \$           | 300.00 |
| 16 - inch connection - \$           | 360.00 |

Billing: Same as Schedule Mg-1.

EFFECTIVE: June 12, 2023  
SCW AUTHORIZATION: 2750-TU-100

## Chapter 230. Sanitary Sewers

[HISTORY: Adopted by the Common Council of the City of Jefferson 8-6-2002 by Ord. No. 7-02 as §§ 11.04 and 13.20 to 13.50 of the 2002 Code. Amendments noted where applicable.]

### GENERAL REFERENCES

Building construction — See Ch. 120.

Housing standards — See Ch. 154.

Nuisances — See Ch. 197.

Plumbing — See Ch. 213.

Water — See Ch. 277.

Subdivision of land — See Ch. 294.

## Article I. Sewer Service Charges

### § 230-1. Findings and scope.

The City of Jefferson has provided wastewater works to promote the health, safety and welfare of its citizens and to protect the quality of surface water and groundwater. The City has determined that the users of the wastewater treatment facilities shall be obligated to pay the costs of constructing, operating and maintaining the wastewater works in an equitable manner and in relation to the benefits derived from such service. The sewerage service charges herein imposed consist of a user charge system for allocating the operation, maintenance and replacement costs and a method of allocating capital costs based upon specifically allocated capacity for certain significant contributors and upon water meter size and the number of meters for all other users.

### § 230-2. Definitions and word usage.

As used in this article, the following terms shall have the meanings indicated. The word "may" is permissive; the word "shall" is mandatory.

#### AMMONIA NITROGEN (NH<sub>3</sub>-N)

One of the oxidation states of nitrogen, in which nitrogen is combined with hydrogen in molecular form as NH<sub>3</sub> or in ionized form as NH<sub>4</sub><sup>+</sup>. Quantitative determinations of ammonia nitrogen shall be made in accordance with procedures set forth in Standard Methods.

#### APPROVING AUTHORITY

The Common Council or its duly authorized deputy, agent or representative.  
[Amended 10-18-2005 by Ord. No. 17-05]

#### BIOCHEMICAL OXYGEN DEMAND (BOD)

The quantity of oxygen utilized in the biochemical oxidation of organic matter in five days at 20° C., expressed as milligrams per liter. Quantitative determination of BOD shall be made in accordance with procedures set forth in Standard Methods.

#### BUILDING DRAIN

The part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning approximately five feet (1.5 meters) outside the inner face of the building wall.

**BUILDING SEWER**

The extension from the building drain to the public sewer or other place of disposal, also called house connection or lateral. Except as provided in this article, building sewers shall not be subject to the jurisdiction of the City and the City shall not be responsible for the construction and/or maintenance of such sewers.

**CHARGE, FIXED**

The portion of the sewerage service charge based upon the number of the customer's connections to the wastewater works and the size of the customer's water meters. Fixed charges shall recover the cost of debt retirement, associated reserves and depreciation or rehabilitation of the wastewater works. Significant contributors shall have a separately computed fixed charge as it relates to debt service based upon § 230-3 of this article. Fixed charges also include operation costs for customer billing and treatment costs relating to infiltration and inflow.

**CHARGE, SEWERAGE SERVICE**

See "sewerage service charge."

**CHARGE, VARIABLE**

The portion of the sewerage service charge based on the volume and strength of wastewater discharged to the wastewater works. The variable charge shall include the charge for normal strength wastewater and a surcharge if any of the parameters in the discharge exceed those of normal strength wastewater. Variable charges shall recover O, M & R costs, except customer billing and treatment costs relating to infiltration and inflow which are recovered in the fixed charge.

**CHARGE, VOLUME**

A sewer use charge based upon normal strength wastewater quantities.

**CHLORINE REQUIREMENT**

The amount of chlorine in milligrams per liter which shall be added to sewage to produce a specified residual chlorine content in accordance with procedures set forth in Standard Methods.

**COMPOSITE SAMPLE (24 HOURS)**

The combination of individual samples taken at intervals of not more than one hour.

**COSTS, OPERATION, MAINTENANCE AND REPLACEMENT (O, M & R)**

All costs associated with the operation and maintenance of the wastewater works as well as the costs associated with periodic equipment replacement necessary for maintaining the design capacity and performance of the wastewater treatment facilities.

**DRAIN, BUILDING**

See "building drain."

**DRAIN, STORM**

See "storm drain."

**EASEMENT**

An acquired legal right for the specific use of land owned by others.

**FLOATABLE OIL**

Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection system.

**FLOW PROPORTIONAL SAMPLE**

A sample taken that is proportional to the volume of flow during the sampling period.

**GARBAGE**

The residue from the preparation, cooking and dispensing of food and from the handling, storage and sale of food products and produce.

**GARBAGE, GROUND**

The residue from the preparation, cooking and dispensing of food that has been shredded to such degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension.

**INDUSTRIAL USER**

Any user whose premises are used primarily for the conduct of a profit-oriented enterprise in the fields of manufacturing, transportation, communications or utilities, mining, agriculture, forestry or fishing.

**INDUSTRIAL WASTE**

Any trade or process waste as distinct from segregated domestic wastes or wastes from sanitary conveniences.

**LIFE, SERVICE**

The expected life of individual pieces of equipment. In many instances, the service life of a piece of equipment will be shorter than the useful life of the overall treatment plant.

**LIFE, USEFUL**

The expected life of the treatment plant if individual pieces of equipment are replaced as necessary.

**NATURAL OUTLET**

Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

**PERSON**

Any and all persons, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.

**pH**

The logarithm of the reciprocal of the hydrogen ion concentration. Neutral water, for example, has a pH value of seven and a hydrogen concentration of  $10^{-7}$ .

**POLLUTANT, COMPATIBLE**

Biochemical oxygen demand, suspended solids, pH or fecal coliform bacteria, plus additional pollutants identified in the NPDES permit for the publicly owned treatment works receiving the pollutants if such treatment works were designed to treat such additional pollutants and, in part, do remove such pollutants to a substantial degree.

**POLLUTANT, INCOMPATIBLE**

Any pollutant which is not a compatible pollutant.

**PRETREATMENT**

An arrangement of devices and structures for the preliminary treatment or processing of wastewater required to render such wastes acceptable for admission to the public sewers.

**PUBLIC AUTHORITY**

Any user whose premises are used for the conduct of the legislative, judicial, administrative or regulatory activities of federal, state, local or international units of government; government-owned educational facilities; and government-owned health or recreational facilities. This does not include government-owned or -operated business establishments.

**PUBLIC SEWER**

Any sewer provided by or subject to the jurisdiction of the City. It shall also include sewers within or outside the City boundaries that serve one or more persons and ultimately discharge in the City



sanitary sewer system, even though those sewers may not have been constructed with City funds.  
"Public sewer" shall not include private or building sewers. <sup>[1]</sup>

### **SANITARY SEWAGE**

A combination of water-carried wastes from residences, business buildings, institutions and industrial plants (other than industrial wastes from such plants), together with such ground, surface and storm waters as may be present.

### **SANITARY SEWER**

A sewer that carries sanitary and industrial water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

### **SEWAGE**

The spent water of a community. The preferred term is "wastewater," defined below.

### **SEWAGE, NORMAL DOMESTIC**

Sanitary sewage resulting from the range of normal domestic activities in which BOD<sub>5</sub>, SS and NH<sub>3</sub>-N concentrations do not exceed normal concentrations of:

- A. A given five-day, 20° C. BOD of not more than 275 milligrams per liter.
- B. A suspended solids content of not more than 320 milligrams per liter.
- C. An ammonia nitrogen content of not more than 23 milligrams per liter.

### **SEWAGE, SANITARY**

See "sanitary sewage."

### **SEWAGE SYSTEM**

The composite network of underground conduits carrying wastewater and incidental appurtenances (i.e., manholes, lift stations, and service lateral).

### **SEWER**

A pipe or conduit that carries wastewater or drainage water.

### **SEWERAGE SERVICE CHARGE**

The sum of the various categories of charges levied under this article, including fixed and variable charges.

### **SEWER, BUILDING**

See "building sewer."

### **SEWER, COMBINED**

Any sewer intended to serve as a sanitary and storm sewer.

### **SEWER, INTERCEPTING**

A sewer whose primary purpose is to convey sewage from a collection system or systems to a wastewater treatment plant. Size of the sewer is not a factor.

### **SEWER, PRIVATE**

Any sewer located outside of a public right-of-way or easement. Except as provided in this article, a private sewer shall not be subject to the jurisdiction of the City and the City shall not be responsible for the construction and/or maintenance of such sewer.

### **SEWER, PUBLIC**

See "public sewer."

See "sanitary sewer."

### **SIGNIFICANT CONTRIBUTORS**

Those users of the wastewater works whose discharges exceed, in one or more parameters (flow, BOD, SS, or NH<sub>3</sub>-N), 5% of the design value for that particular parameter, on such average or peak basis as the approving authority deems appropriate.

### **SLUG**

Any discharge of water or wastewater which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than 15 minutes more than five times the average twenty-four-hour concentration of flows during normal operation and shall adversely affect the system and/or performance of the wastewater treatment works.

### **STANDARD METHODS**

The examination and analytical procedures set forth in the most recent edition of Standard Methods for the Examination of Water, Sewage, and Industrial Wastes, published jointly by the American Public Health Association, the American Waterworks Association and the Federation of Sewage and Industrial Wastes Association.

### **STORM DRAIN**

A drain or sewer for conveying water, groundwater, subsurface water or unpolluted water from any source.

### **STORM SEWER**

See "storm drain."

### **STORMWATER RUNOFF**

That portion of the rainfall that is drained into the sewers.

### **SURCHARGE**

Any user of the wastewater works whose discharge exceeds in one or more parameters (BOD, SS, or NH<sub>3</sub>-N) the concentration of normal domestic wastewater for that parameter shall be subject to a surcharge. The amount of such surcharge shall reflect the costs incurred by the City in removing the high-strength BOD, suspended solids or ammonia nitrogen from the wastewater.

### **SUSPENDED SOLIDS**

Solids that either float on the surface of or are in suspension in water, wastewater or other liquid and that are removable by laboratory filtering as prescribed in Standard Methods and are referred to as "nonfilterable residue."

### **USER CHARGE SYSTEM**

The methodology for collecting O, M & R costs equitably from each user class. The great majority of these costs shall be collected through the variable charge. However, customer billing and costs related to infiltration/inflow shall be collected through the fixed charge.

### **USER CLASSES**

Categories of users having similar flows and water characteristics, levels of biochemical oxygen demand, suspended solids, phosphorus, ammonia nitrogen, etc. For the purposes of this article, there shall be four user classes: residential, commercial, industrial and public authority.

### **USER, COMMERCIAL**

Any user whose premises are used primarily for the conduct of a profit-oriented enterprise in the fields of construction, wholesale or retail trade, finance, insurance, real estate or services and who discharges primarily normal domestic sewage. This definition shall also include multifamily residences having three or more units served by a single meter.

### **USER, INDUSTRIAL**

See "industrial user."

**USER, RESIDENTIAL**

Any user whose premises is used primarily as a domicile for one or more persons and discharges only domestic wastes, but not including dwellings classified as commercial users as defined above.

**USER, UNMETERED**

A user who does not have a meter installed and maintained by the City on his public or private water supply.

**WASTE, INDUSTRIAL**

See "industrial waste."

**WASTES, SEGREGATED DOMESTIC**

Wastes from nonresidential sources resulting from normal domestic activities. These activities are distinguished from industrial, trade and/or process discharge wastes.

**WASTEWATER**

The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any groundwater, surface water and stormwater that may be present.

**WASTEWATER TREATMENT FACILITIES**

The wastewater treatment works defined below, excluding wastewater collection and transportation systems which deliver wastewater to the treatment plant.

**WASTEWATER TREATMENT WORKS**

An arrangement of devices and structures for the storage, treatment, recycling and reclamation of wastewater, liquid industrial wastes and sludge. These systems include interceptor sewers, outfall sewers, wastewater collection systems, individual systems, pumping, power and other equipment and their appurtenances, any works that are an integral part of the treatment process or are used for ultimate disposal of residues from such treatment, or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal or industrial wastes. In other words, the equipment, sewers, capital improvements and all other devices or structures of any kind which are used for the collection, storage, treatment, recycling, reclamation and disposal of wastewater, liquid industrial waste and sludge.

**WATERCOURSE**

A natural or artificial channel for the passage of water either continuously or intermittently.

**WATER, UNPOLLUTED**

Water of any quality equal to or better than the effluent criteria in effect, or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

**WPDES PERMIT**

Permit issued under the Wisconsin Pollution Discharge Elimination System, Ch. NR 210, Wis. Adm. Code.

- [1] *Editor's Note: The definition of "replacement fund" which immediately followed this definition was deleted at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

## § 230-3. Basis for variable charges.

[Amended 10-18-2005 by Ord. No. 17-05; 7-2-2018 by Ord. No. 5-18]

A. Sewer users served by Water Utility water meters.

- (1) With the exception of residential-class customers, each lot, parcel of land, building or premises having a connection with the wastewater system and being served with water solely by the Water

Utility, the quantity of wastewater for billing purposes shall be measured by the Water Utility water meter used upon the premises.

- (2) If a user feels that a significant amount of water metered does not reach the sanitary sewer due to lawn or garden watering, etc., said user can, at his/her own expense, through the approving authority, install a second water meter and/or service that would monitor flow of water used for lawn and garden watering, noncontact cooling water or other similar purposes. Charges for sewer use would be made based on the difference between the two meter readings. If a second meter and service are installed, charges for sewer use shall be based on the actual water metered from the service which ultimately discharges into the sanitary sewer system.
- (3) Requests for usage adjustments, or a second meter or service, shall be made, in writing, to the approving authority. Charges for a second meter or service shall be made in accordance with Subsection **B** below.
- (4) If the high-volume commercial or industrial user produces evidence satisfactory to the approving authority that more than 20% of the total annual volume of water used for all purposes does not reach the public sewer, then the determination of the water consumption to be used in computing the waste volume discharged into the public sewer may be made a matter of agreement between the approving authority and the user. Satisfactory evidence shall be evidence obtained by approved metering.

B. Sewer users served by private wells. Sewer users served by private wells shall be required to do the following:

- (1) If a person discharging into the public sanitary sewer system procures any part or all of his water sources from other than the Water Utility, all or part of which is discharged into the public sewer system, the person shall be required to have water meters installed for the purpose of determining the volume of water obtained from each of these other sources. Where sewage meters are already installed, the water meters will not be required. The water meters shall be furnished by the Jefferson Utilities and installed under their supervision, all costs being at the expense of the person acquiring the meter.
- (2) The Jefferson Utilities shall charge for each meter a rental charge set by the Utility to compensate for the cost of furnishing and servicing the meter. The rental charge shall be billed at the time the sewer service charge is billed.

C. Measurement of flow from high-strength or toxic waste discharges. The volume of flow used for computing the variable charge shall be the metered water consumption of the user as shown in the records of the meter readings maintained by the Water Utility, except as noted in Subsection **D** below.

D. Metering and sampling of high-strength or toxic wastes. See § **230-11E** of this chapter.

E. Free service. No user shall receive free service or pay a sewerage service charge less than the user's proportional share of all costs as defined in § **230-2** of this article.

F. Outside service. All users within the sewer service area shall be treated equally as to operation, maintenance and replacement sewer use charges, regardless of their location with respect to the corporate limits. All users located outside of the corporate limits will be charged 125% of the sewerage service charges. Total service charges may be adjusted to reflect variations in capital costs for outside users.

## § 230-4. Billing practice.

A. Billing period. Fixed and variable charges for all customers shall be billed on a monthly basis.

B. Payment. Sewerage service charges shall be payable 20 days after the billing date to the Jefferson Utilities.

- C. Penalties. Charges levied in accordance with this article shall be a debt due to the City. If the debt is not paid within 20 days after it is due and payable, it shall be deemed delinquent. There shall be an added penalty of 1 1/2% of the amount of the monthly bill per month, and all unpaid balances will be compounded monthly.
- D. Notification. Each user shall be notified annually, in conjunction with a regular bill, of the rate schedule attributable to wastewater treatment services, including an explanation of the charges.

## § 230-5. Amount of user charges.

[Amended 10-18-2005 by Ord. No. 16-05; 10-18-2005 by Ord. No. 17-05; 3-18-2008 by Ord. No. 3-08; 5-18-2010 by Ord. No. 6-10; 11-13-2012 by Ord. No. 14-12; 11-18-2014 by Ord. No. 16-14; 1-5-2016 by Ord. No. 16-15; 7-2-2018 by Ord. No. 5-18]

- A. Sewerage service charges. There is hereby levied and assessed upon each lot, parcel of land, building, premises or unit having a connection with the wastewater works a sewerage service charge based upon the quantity of wastewater discharged, pursuant to § 66.0821, Wis. Stats., as amended or renumbered from time to time. Such sewerage service charges shall be billed to the person owning, using or occupying the property served. The sewerage service charges, with the exception of residential customers, shall consist of a fixed monthly and a variable charge as set forth in the following sections. Residential-class sewerage service charges shall consist of a fixed charge only as set forth in the following section.
- B. Fixed charge.
- (1) With the exception of residential customers, the fixed monthly charge shall be a minimum monthly charge based, in part, upon the number of meters connected to the wastewater works and, in part, upon the size of such meter or meters. Significant contributors shall have a separately computed fixed charge which will exclude bond depreciation, bond reserve account and new debt retirement (other than I/I) components from the fixed charge shown in the following schedule, such components to be paid for pursuant to § 230-3 of this article. Residential customers will be placed into one of three tiers based on average water use as described in Subsection E.
- (2) Fixed service charges are as follows:

| Meter Size<br>(inches)   | Monthly Charges Effective September 1,<br>2018 |
|--------------------------|--|
| 5/8                      | \$16.30  |
| 3/4                      | \$24   |
| 1                        | \$40   |
| 1 1/2                    | \$81   |
| 2                        | \$129  |
| 3                        | \$242  |
| 4                        | \$403  |
| 6                        | \$806  |
| 6 contract               | \$468  |
| Rural customer surcharge | 25%  |

- (3) Fixed service charge for residential-class customers are as follows:

| Average Monthly Water Usage<br>(cubic feet) | Monthly Charges Effective September 1,<br>2018 |
|---|--|
| 0 to 300                                    | \$21   |

**Average Monthly Water Usage****(cubic feet)**

301 to 600

601 and up

**Monthly Charges Effective September 1, 2018**

\$30

\$43

**C. Variable charge.**

- (1) Users will be billed on a monthly basis for the volume and strength of wastewater discharged to the wastewater works.
- (2) Normal domestic sewage. Effective September 1, 2018: \$4.29 per 1,000 gallons or \$3.20 per 100 cubic feet.
- (3) Sewage of greater than normal strength.
  - (a) Charges to users discharging wastewater of greater than normal strength will be assessed a surcharge based on the amount by which the wastewater exceeds the normal strength of wastewater, which is 275 milligrams per liter BOD5, 320 milligrams per liter SS, 23 milligrams per liter NH3-N and eight milligrams per liter P. The following rates will be used:

**Monthly Charges Effective September 1, 2018****Parameter (per pound)**

BOD5 \$0.538

SS \$0.275

N (ammonia) \$1.699

P (phosphorus) \$7.730

- (b) Charges to users discharging wastewater of greater than normal strength shall be computed in accordance with the formula presented below:

Effective September 1, 2018:

$$C = \$4.29 \times V + 0.00834 \times V \times [(\$0.538 \times B) + (\$0.275 \times S) + (\$1.699 \times N) + (\$7.730 \times P)]$$

Where:

- |         |   |  |
|---------|---|--|
| C       | = | Charge to sewer user for operation, maintenance and replacement costs for treatment works.   |
| V       | = | Wastewater volume in 1,000 gallons.  |
| B       | = | Concentration of BOD from a user above the normal strength of 275 mg/l.  |
| S       | = | Concentration of suspended solids from a user above the normal strength of 320 mg/l.   |
| N       | = | Concentration of ammonia nitrogen from a user above the normal strength of 23 mg/l.  |
| P       | = | Concentration of phosphorus from a user above the normal strength of 8 mg/l.   |
| \$4.29  | = | Charge for that portion of the waste equal to normal strength wastewater. Includes cost for treating 275 mg/l BOD5, 320 mg/l SS, 23 mg/l N and 8 mg/l P. |
| 0.00834 | = | Conversion factor (mg/l to lb).  |

- (c) Surcharges will be computed by multiplying flow times strength (mg/l) daily and adding the pounds for the month. Total flow for the month will be multiplied by the residential strength and the result compared to the actual pounds discharged. Surcharges will be applied to

pounds in excess of residential strength on the basis of the month's results. In no event will a user pay less per 1,000 gallons of flow than the charge for normal strength wastewater, which includes an imputed level of BOD, SS, NH3-N and P.

- (4) Holding tank and septage waste charges to licensed dischargers shall be computed on the following basis:

- (a) Holding tank discharges shall include the following:

| <b>Charge</b>                     | <b>Amount</b> |
|-----------------------------------|---------------|
| Total volume/strength charge      | \$8.49        |
| Surcharge of 25%                  | \$2.12        |
| Dumping charge                    | \$5           |
| Total charge per thousand gallons | \$15.61       |

- (b) Septage waste discharges shall include the following:

| <b>Charge</b>                     | <b>Amount</b> |
|-----------------------------------|---------------|
| Total volume/strength charge      | \$44.31       |
| Surcharge of 25%                  | \$11.08       |
| Dumping charge                    | \$7.50        |
| Total charge per thousand gallons | \$62.89       |

- D. Special assessments. Not included in the sewerage service charges above are the costs associated with providing local collecting facilities to users, which the City may assess by special assessment, in whole or in part, to the property benefited thereby.
- E. Residential fixed charge. Residential sewer customers shall pay a fixed monthly charge, as set forth in Subsection **B(3)** for all months. The following method for calculating the volume shall be used to determine which of three tiers the residential customer falls:
- (1) During the month of May each year, the Water Utility shall calculate the four-month average water usage for each residential customer. The four-month average shall be based on the actual water usage during the preceding four-month period (January through April, inclusive). The calculated average shall be used for each respective residential customer's sewer charge and determine which billing tier the customer will be placed for the next 12 months.
  - (2) If a residential customer is establishing new service during the year and no average water usage can be determined, the customer shall be placed into the 301 to 600 cubic feet usage tier.

## § 230-6. Sewer connection fee.

- A. Starting date. The starting date for the connection fees provided for in this section shall commence with any sewer connections occurring on or after January 1, 2002. Connection fees are due and are based on the date that the building permit for any new sanitary service connection is issued.
- B. Calculation of connection fee. The methodology and calculation used to determine the sewer connection fees provided for herein are based on a Wastewater Connection Fee Report prepared by the project engineer dated June 2001, which is incorporated herein as though fully set forth. Any connection which does not meet the criteria set forth in Subsection **C** shall be determined by the methodology and calculations in said report.
- C. Connection fee. The following are the connection fees established by year and water meter size.

**Meter Size**

| (inches) | 2002     | 2003     | 2004     | 2005     | 2006 to 2021 |
|----------|----------|----------|----------|----------|--------------|
| 5/8      | \$500    | \$700    | \$900    | \$1,100  | \$1,100      |
| 3/4      | \$750    | \$1,050  | \$1,350  | \$1,650  | \$1,650      |
| 1        | \$1,250  | \$1,750  | \$2,250  | \$2,750  | \$2,750      |
| 1 1/2    | \$2,500  | \$3,500  | \$4,500  | \$5,500  | \$5,500      |
| 2        | \$4,000  | \$5,600  | \$7,200  | \$8,800  | \$8,800      |
| 3        | \$7,500  | \$10,500 | \$13,500 | \$16,500 | \$16,500     |
| 4        | \$12,500 | \$17,500 | \$22,500 | \$27,500 | \$27,500     |
| 6        | \$25,000 | \$35,000 | \$45,000 | \$55,000 | \$55,000     |

**§ 230-7. Annual audit.**

The City shall conduct an annual audit, the purpose of which shall be to demonstrate the continued proportionality and sufficiency of the user charges in system operation and maintenance costs, maintain accurate accounting records for the revenue and expenditures of the wastewater treatment facility and demonstrate the continued proportionality and sufficiency of the user charges relative to changes in system operation, maintenance and replacement costs. Any changes in O, M & R allocations shall be based upon sound engineering and accounting practices and the specific written opinion of a certified accountant or consulting engineer. The City shall have its accountants and engineers review the annuity rate and the actual replacement experience and maintenance practices at the plant no less than once every three years to determine whether the annual revenue addition to the replacement fund is at an appropriate level. The City may initiate such review at any time. If such reviews indicate, the City will make appropriate alterations in the amounts of revenue collected for the replacement fund and charges in treatment plant maintenance practices. Changes in the replacement fund amount shall be preceded by public hearing, and the City shall give express prior written notice of such hearings to the significant contributors to the facility and also provide standard public hearing notice to the public.

**§ 230-8. Significant contributors.**

Significant contributors shall be those users of the wastewater works whose discharges exceed, in one or more parameters (flow, BOD, SS, and NH<sub>3</sub>-N), 5% of the design value for that particular parameter, on such average or peak basis as the approving authority determines is appropriate.

- A. The City may allocate a portion of capacity in the wastewater treatment facilities to specific significant contributors, particularly in the case of new construction, expansion or renovation of such facilities. Significant contributors will then pay capital costs associated with such allocated capacity.
- B. Significant contributors will be encouraged to contract with the City as to the amount of such allocated capacity and as to the payment of associated capital costs. In exchange for a contractual commitment to pay such capital costs, the City may protect the contracting significant contributors from certain capital cost increases that might otherwise result in the absence of such a contract.
- C. Significant contributors will be requested to advise the City of their best estimate of the level of usage of the wastewater treatment facilities that they expect to utilize through the remaining useful life of those facilities. Significant contributors who have provided reasonable projected usage levels to the City prior to a project of construction, expansion or renovation shall, in the absence of contract provision to the contrary, have their fixed charge computed on the basis of reasonable projected usage levels. The City may change the amount of allocated capacity from the projections provided by the significant contributors, provided that any opportunity for such change is made available to all significant contributors.



- D. Significant contributors who connect to the system after any specific construction, expansion or renovation project may only be allocated capacity in that project to the extent the approving authority deems such capacity is available. In no event may capacity allocated to a significant contributor under a wastewater service with the City be changed in any way without compliance with the terms of the contract. Significant contributors who do not have a contractual commitment to pay specific capital charges may have their allocated capacities and associated capital charges reduced on a prospective basis if, in the judgment of the approving authority, the reallocated portion of the capacity should be made available to another user.

## Article II. Sewer Use

### § 230-9. Definitions.

See § 230-2 of this chapter.

### § 230-10. Use of public sewers.

- A. Sanitary sewers. No person shall discharge or cause to be discharged any unpolluted waters as stormwater, groundwater, roof runoff, subsurface drainage or cooling water to any sanitary sewer, except that stormwater runoff from limited areas (which stormwater may be polluted at times) may be discharged to the sanitary sewer by permission of the approving authority.
- B. Connections.
- (1) User connections. The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes situated within the City and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the City is hereby required, at the owner's expense, to install suitable toilet facilities therein and connect such facilities directly to the proper public sewer in accordance with the provision of this article within three months after the date of official notice from the approving authority to do so.
  - (2) Connection to public sewer.
    - (a) Duty to connect. To assure preservation of public health, comfort and safety, the owner or the agent of the owner of any building used for human habitation and located adjacent to a sanitary sewer main, or in a block through which such system extends, shall connect therewith after notice as provided herein.
    - (b) Notice to connect. When a sanitary sewer main becomes available to any building used for human habitation, the Director of Public Works/Engineer or other person appointed for that purpose shall notify, in writing, the owner or his agent to connect the building thereto and to install such facilities as may be reasonably necessary. The manner of connection shall be as prescribed by the Director of Public Works/Engineer.
    - (c) Service of notice. The notice required by this Subsection **B(2)** shall be given in the manner prescribed by § 262.08, Wis. Stats., or by registered mail addressed to the last known address of the owner or his agent.
    - (d) Failure to connect. If the owner or his agent fails to comply after 10 days' notice as herein provided, the notifying officer may cause connection to be made and the expense thereof assessed as a special assessment tax against the property.
    - (e) Payment in installments. The owner or his agent may, within 30 days after the completion of the work, file a written option with the City Clerk/Treasurer stating that he cannot pay the cost of connection in one sum and electing that such sum be levied in five equal annual installments, with interest on the unpaid balance at 6% per annum.

- (f) Privies, etc., prohibited, after connection. After connection of any building used for human habitation to a sewer main, no privy, cesspool, septic tank or waterless toilet shall be used in connection with such human habitation, and all such abandoned septic tanks and cesspools shall be immediately filled.
- C. Storm sewers. Stormwater, other than that exempted under Subsection A above, and all other polluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the approving authority or other regulatory agencies. Unpolluted industrial cooling water or process waters may be discharged, on approval of the approving authority, to a storm sewer or natural outlet.
- D. Prohibitions and limitations. No wastewater, regardless of character, shall be discharged to the sewage system in such a manner as to interfere with the designated operation of the collection system or treatment facilities or to cause the treatment works to exceed the limits presented by the WPDES permit.
- (1) Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:
- (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
  - (b) Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process or which constitutes a hazard to humans or animals, creates a public nuisance or any hazard in, or has an adverse effect on the waters receiving any discharge from the treatment works.
  - (c) Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater works.
  - (d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater facilities, such as, but not limited to, ashes, cinder, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, underground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., whether whole or ground by garbage grinders.
- (2) The following described substances, materials, waters or waste shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment and will not have an adverse effect on the receiving stream or otherwise endanger lives, limb, or public property or constitute a nuisance. The approving authority may set limitations lower than the limitations established in the regulations below if, in its opinion, such more severe limitations are necessary to meet the above objections. In forming its opinion as to the acceptability, the approving authority will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment plant and other pertinent factors. The limitations on wastewater discharged to the sanitary sewer which shall not be violated without approval of the approving authority are as follows:
- (a) Wastewater having a temperature higher than 150° F. (65° C.).
  - (b) Wastewater containing more than 25 milligrams per liter of petroleum oil, nonbiodegradable cutting oils or product of mineral oil origin.
  - (c) Any water or waste which may contain more than 300 milligrams per liter of fat, oil or grease.
  - (d) Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers. The

installation and operation of any commercial grinder equipped with a motor of one horsepower or greater shall be subject to the review and approval of the approving authority and a permit shall be obtained prior to the installation of any such commercial garbage grinder unit. The fee for this permit shall be as set by the Common Council.

- (e) Any waters containing iron, chromium, zinc, mercury and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater treatment works exceeds the limits established by the approving authority for such materials.
- (f) Any waters or wastes containing odor-producing substances exceeding limits which may be established by the approving authority.
- (g) Any radioactive wastes or isotopes of such half-life or concentrations as may exceed limits established by the approving authority in compliance with applicable state or federal regulations.
- (h) Quantities of flow, concentrations or both which constitute a "slug" as defined herein or which exceed agreed capacity limitations provided for by contract between a user and the City.
- (i) Water or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- (j) Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system or create a condition deleterious to structures and treatment processes.
- (k) Materials which exert or cause:
  - [1] Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment plant.
  - [2] Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
  - [3] Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium sulfate).
  - [4] Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

E. Special arrangements. No statement contained in this article shall be construed as prohibiting any special agreement between the City and any person whereby an industrial waste of unusual strength or character may be admitted to the sewage disposal works, either before or after pretreatment, provided that there is no impairment of the functioning of the sewage disposal works by reason of the admission of such wastes and no extra costs are incurred by the City without recompense by the person, provided that all rates set forth in this article are recognized and adhered to.

F. New connection. New connections to the sewage system shall not be permitted if there is insufficient capacity in the treatment works to adequately transport and/or treat, as required by the WPDES permit, the additional wastewater anticipated to be received from such connections.

## § 230-11. Industrial wastes.

A. Submission of basic data.

- (1) Within three months after passage of this article, establishments discharging industrial wastes to a public sewer shall prepare and file with the approving authority a report that shall include pertinent

data relating to the quantity and characteristics of the wastes discharged to the wastewater works. Such information shall be provided as per Ch. NR 101, Wis. Adm. Code.

- (2) Similarly, each establishment desiring to make a new connection to the public sewer for the purpose of discharging industrial wastes shall prepare and file with the approving authority a report that shall include actual predicted data relating to the quantity and characteristics of the waste to be discharged.

B. Extension of time. When it can be demonstrated that circumstances exist which would create an unreasonable burden on the establishment to comply with the time schedule imposed by Subsection A above, a request for extension of time may be presented for consideration of the approving authority.

C. High-strength toxic discharges.

- (1) If any waters or wastes are discharged, or proposed to be discharged, to the public sewers, which waters or wastes contain substances or possess the characteristics enumerated in Subsection C(2) below and which, in the judgment of the approving authority, may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or health or constitute a public nuisance, the approving authority may:

- (a) Reject the wastes.

- (b) Require pretreatment to an acceptable limit for discharge to the public sewers.

- (c) Require control over the quantities and rates of discharge.

- (d) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of § 230-10E of this article.

- (2) The toxic pollutants subject to prohibition or regulation under this Subsection C shall include, but need not be limited to, the list of toxic pollutants or combination of pollutants established by § 307(a) of the Clean Water Act of 1977 and subsequent amendments. Effluent standards or prohibitions for discharge to the sanitary sewer shall also conform to the requirements of § 307(a) and associated regulations.

- (3) Pretreatment standards for those pollutants which are determined not to be susceptible to treatment by the treatment works or which would interfere with the operation of such works shall conform to the requirements and associated regulations of § 307(b) of the Clean Water Act of 1977 and subsequent amendments. The primary source for such regulations shall be 40 CFR 403, General Pretreatment Regulations for Existing and New Sources of Pollution.

D. Control manholes.

- (1) Each user discharging industrial wastes into a public sewer may be required by the approving authority to construct and maintain one or more control manholes or access points to facilitate observation, measurement and sampling of his wastes, including domestic sewage.

- (2) Control manholes or access facilities shall be located and built in a manner acceptable to the approving authority. If measuring devices are to be permanently installed, they shall be of a type acceptable to the approving authority.

- (3) Control manholes, access facilities and related equipment shall be installed by the establishment discharging the waste, at its expense, and shall be maintained by it so as to be in safe condition, accessible and in proper operating condition at all times. Plans for installation of the control manholes or access facilities and related equipment shall be approved by the approving authority prior to the beginning of construction.

E. Metering and sampling of high-strength or toxic wastes.

- (1) General. Users designated by the approving authority with high levels of flow or high-strength discharge may be required to have monitoring facilities. The approving authority shall make a determination as to when metering of high levels of flow is needed as well as what frequency of

sampling of high-strength wastewater is needed. Metering and sampling devices shall be installed, owned and maintained by the discharger subject to the approval of the approving authority. Access to the sampling and metering location shall be granted to the approving authority or its duly authorized representative at all times.

- (2) Metering. Devices for measuring the volume of wastewater discharge may be required by the approving authority if the volume cannot otherwise be determined from the metered water consumption records.
- (3) Sampling. Industrial wastes discharged into the public sewers shall be subject to periodic inspections and a determination of character and concentration of such wastes. Sampling shall be conducted in such a manner as to be representative of the composition of the waste. Every care shall be exercised in collection of samples to ensure their preservation in a state comparable to that at the time the sample was taken. Sampling may be accomplished either manually or by the use of mechanical equipment acceptable to the approving authority. The use of flow-proportional composite sampling is preferred.
- (4) Maintenance. A maintenance schedule shall be accepted by the approving authority. All maintenance and equipment repair shall be performed within a reasonable time as determined by the approving authority. Failure to perform maintenance within a reasonable time shall be subject to the same forfeiture and procedural provisions as applied to violations under this article. Prior to completion of satisfactory repairs, and for any preceding period during which the approving authority determines there existed a malfunction, error or bias in the metering and sampling, the volume and strength of the wastewater for that period discharged by the discharger shall be based on historical data and a reasonable engineering estimate of flow and strength, taking account of material known production variations, all as determined by the approving authority in consultation with the discharger. If prolonged periods of breakdown are anticipated, approved interim measuring and sampling needs shall be provided and used to determine the volume and strength of wastewater. Following approval and installation of permanent or temporary metering or sampling equipment, such equipment shall not be removed without the consent of the approving authority.

F. Analysis.

- (1) All measurements, tests and analyses of the characteristics of wastes and wastes to which reference is made in this article shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Health Association. Sampling methods, location, times, duration and frequencies are to be determined on an individual basis subject to approval by the approving authority.
- (2) Determination of the character and concentration of the industrial wastes shall be made by the establishment discharging them, or its agent, as designated and required by the approving authority. The approving authority may also make its own analyses of the wastes, and these determinations shall be binding as a basis for charges.

G. Pretreatment. Where required, in the opinion of the approving authority, to modify or eliminate wastes that are harmful to the structures, processes or operation of the wastewater treatment works, the person shall provide, at his expense, such preliminary treatment or processing facilities as may be determined required to render his wastes acceptable for admission to the public sewers.

H. Submission of information. Plans, specifications, any other pertinent information relating to proposed flow equalizations, pretreatment or processing facilities shall be submitted for review of the approving authority prior to the start of their construction if the effluent from such facilities is to be discharged into the public sewers.

I. Grease and/or sand interceptors. Grease, oil and sand interceptors shall be provided when, in the opinion of the approving authority, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in § 230-10D(2)(c), or any flammable wastes, sand or other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the

approving authority and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the approving authority. Any removal and hauling of the collected materials not performed by the owner's personnel shall be performed by currently licensed waste disposal firms.

## § 230-12. Right of entry; compliance with safety rules.

- A. Right of entry. The City Director of Public Works/Engineer, Plant Superintendent or other duly authorized employee of the City bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, and testing, all in accordance with the provision of this article and state laws. The City Director of Public Works/Engineer, Plant Superintendent or other duly authorized employee of the City shall have no authority to inquire into any process beyond that point having bearing on the kind and source of discharge to the sewers or waterways or facilities for wastewater treatment.
- B. Safety. While performing the necessary work on private premises referred to in Subsection **A** above, authorized City employees shall observe all safety rules applicable to the premises established by the owner or occupant, and the City shall indemnify the owner against loss or damage to its property by the City employees and against the liability claims and demands for personal injury or property damage asserted against the owner and growing out of the gauging and sampling operation of the City employees, except as such may be caused by negligence or failure of the owner to maintain safe conditions as required in § **230-11D** of this article. The City shall report to the owner or occupant any unsafe conditions.
- C. Identification; right to enter easements. The City Director of Public Works/Engineer, Plant Superintendent and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within such easement, all subject to the terms, if any, of the agreement.

## § 230-13. Construction of building sewers.

- A. Work authorized.
  - (1) No unauthorized person shall uncover, make any connections with or openings into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the approving authority. The fee for this permit shall be as set by the Common Council and shall be paid prior to the issuance of the permit.
  - (2) No contractor, plumber, pipe fitter or other person shall be permitted to do work on any public or building sewer without first receiving a license from the state and posting a bond of \$1,500 with the approving authority, except in cases where state law permits building owners to do their own work without being licensed. Such bond shall be released upon satisfactory inspection of the work in accordance with Subsection **H** below.
  - (3) Prior to commencement of the work, the permittee shall notify the City at least 48 hours before beginning excavations.
- B. Cost of sewer connection. All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. The owner shall be responsible for all maintenance costs.

- C. Use of old building sewers. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the approving authority, to meet all requirements for this article.
- D. Materials and methods of construction. The size, slope, alignment and materials of construction of the building sewer and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of the Wisconsin Administrative Code, the State Department of Natural Resources, Building and Plumbing Codes and other rules and regulations of the City. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.
- E. Building sewer grade. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- F. Stormwater and groundwater drains.
  - (1) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which is connected directly or indirectly to a public sanitary sewer.
  - (2) All existing downspouts or groundwater drains, etc., connected directly or indirectly to a public sanitary sewer shall be disconnected no later than 60 days from the date of an official written notice by the approving authority. Exceptions to the above shall be made only by the approving authority in writing.
- G. Conformance to Building and Plumbing Codes.
  - (1) The connection of the building sewer into the public sewer shall conform to the requirements of the Building and Plumbing Codes or other applicable rules and regulations of the City or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials shall be approved by the approving authority before installation.
  - (2) All connections to existing sewer mains shall be made with a saddle "T" or "Y" fitting set upon a carefully cut opening centered in the upper quadrant of the main sewer pipe and securely strapped on with corrosion-resistant straps or rods, or with solvent-welded joints in the case of plastic pipes.
- H. Inspection of connection. The applicant for the building sewer permit shall notify the approving authority when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the approving authority. The cost of one inspection is included in the permit fee. Additional inspections, if required, shall be at the expense of the applicant.
- I. Barricades; restoration. All excavations for the building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

## § 230-14. Septic and holding tank disposal.

- A. No person in the business of gathering and disposing of septic tank sludge or holding tank sewage shall transfer such material into any portion of the City treatment works unless a permit for disposal has been first obtained from the City. Written application for this permit shall be made to the City and shall state the name and address of the applicant, the number of its disposal units and the make, model and license number of each unit. Permits shall be nontransferable except in the case of

replacement of the disposal unit for which a permit shall have been originally issued. The permit may be obtained upon payment of a fee as set by the Common Council per calendar year for each licensed hauler or contractor. The time and place of disposal will be designated by the City. The City may impose such conditions as it deems necessary on any permit granted.

- B. Charges for disposal shall be established in accordance with the City user charge system. Bills shall be mailed on a monthly basis, and if payments are not received within 30 days thereof disposal privileges shall be suspended.
- C. Any person or party disposing of septic tank or holding sludge agrees to carry public liability insurance in an amount not less than \$100,000 to protect any and all persons or property from injury and/or damage caused in any way or manner by an act, or failure to act, by any of his employees. Such person shall furnish a certificate certifying such insurance to be in full force and effect.
- D. All materials discharged to the treatment works shall be of domestic origin only, and septic tank wastes shall be segregated from holding tank wastes. The discharger shall also certify that he will comply with any and all applicable provisions of the City and will not deposit or drain any gasoline, oil, acid, alkali, grease, rags, waste, volatile or flammable liquids, or other deleterious substances into any manhole or allow any earth, sand or other solid material to pass into any part of the treatment works.
- E. The person or party disposing waste shall furnish bond to the City in the amount of \$1,000 to guarantee performance. Such performance bond shall be delivered to the City prior to the issuance of the permit hereunder.
- F. Any disposal of septic or holding tank wastes by any person or corporation which has not paid the license fee in full or which discharges such wastes without notifying the City or at times other than as designated by the City shall be in violation of this article and subject to the penalty provided in § 230-16 hereof.
- G. Violation of any of these provisions shall render the discharger subject to immediate suspension and/or revocation of his disposal privileges and may make him liable to the penalty provision of this article as outlined in § 230-16 hereof. The City also retains the right to suspend or revoke any disposal privileges upon 30 days' notice if, in the opinion of the approving authority, the acceptance of such wastewater would cause the treatment works to violate the provisions of its WPDES permit due to the volume or character of the wastes. Upon such suspension or revocation, the approving authority shall refund a proportionate share of the permit fee.

## § 230-15. Damaging or tampering with sewage facilities.

- A. Willful, negligent or malicious damage. No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the sewage facilities. Any person violating this provision shall be subject to immediate arrest under a charge of disorderly conduct.
- B. Liability to discharger for losses. Any person who intentionally, negligently or accidentally violates any provisions of this article shall become liable to the City or any downstream user for any expense, loss or damage occasioned by reason of such violation which the City or any downstream user may suffer as a result thereof. This subsection shall be applicable whether or not a written notice of the violation was given as provided in § 230-16A and without consideration for any penalties which may be imposed for a violation of this article.

## § 230-16. Notice of violation; accidental discharges; liability.

- A. Written notice of violation. Any person found to be violating any provision of this article shall be served by the City with a written notice stating the nature of the violation and providing a reasonable time for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.



- B. Accidental discharge. Any person found to be responsible for accidentally allowing a deleterious discharge, as defined in § 230-10D, into the sewer system which causes damage to the treatment facility and/or receiving body of water shall, in addition to a forfeiture, pay the amount to cover damages, both values to be established by the approving authority. Any accidental wastewater discharges which violate § 230-10D shall be reported immediately upon discharge. The City shall address any potential forfeitures within 15 days after the end of the month in which the violation is reported or detected, whichever is later.
- C. Accidental discharge penalties. The City may levy a minimum forfeiture of \$500 for an accidental discharge that is reported immediately or a minimum forfeiture of \$1,500 for an unreported accidental discharge.
- D. Continued violations. Except as provided for in Subsection C above, any person, partnership or corporation, or any officer, agent, or employee thereof, who shall continue any violation beyond the aforesaid notice time limit provided shall, upon conviction thereof, forfeit not less than \$1,000 nor more than \$2,000, together with the costs of prosecution. In default of payment of such forfeiture and costs, such violator shall be imprisoned in the county jail for a period not to exceed 30 days. Each day in which any violation is continued beyond the aforesaid notice time limit shall be deemed a separate offense.
- E. Liability to the City for losses. Any person violating any provision of this article shall become liable to the City for any expense, loss or damage occasioned by reason of such violation which the City may suffer as a result thereof.

#### § 230-16.1. through § 230-16.4. (Reserved)

#### § 230-16.5. Amalgam management at dental offices.

[Added 4-19-2011 by Ord. No. 4-11]

- A. This section applies to any dental office that places or removes 10 or more amalgam fillings per calendar year. If work in a dental office is limited to work that does not involve placing or removing amalgam, such as orthodontics, periodontics, oral and maxillo-facial surgery, endodontics, or prosthodontics, then this section does not apply.
- B. All dental offices shall implement best management practices for amalgam as established by the Wisconsin Dental Association.
- C. Within the shortest reasonable time, but not later than July 1, 2012, every vacuum system where amalgam is placed or removed shall include an amalgam separator that meets the criteria of the International Standards Organization (ISO 11143). Dental offices shall install, operate, and maintain the amalgam separator according to instructions provided by the manufacturer. The amalgam separator shall have a design and capacity appropriate for the size and type of vacuum system.
- D. On or before July 1, 2012, each dental office shall provide a report providing the following information:
  - (1) If installation of the amalgam separator is complete, then the report shall identify the manufacturer, and the installation date.
  - (2) If installation of the amalgam separator is incomplete, then the report shall briefly explain the delay, provide an installation schedule, and identify the manufacturer and the model name of the amalgam separator that will be installed.
- E. If a dental office has provided a report according to Subsection D(2), then the dental office shall notify the wastewater facility of the completion of installation within five days after completion.
- F. From the contractors used to remove amalgam waste, dental offices shall obtain records for each shipment showing:

- (1) The name, address, and the telephone number of the initial recipient of the amalgam waste.
  - (2) The shipping date and a volume or mass for each shipment.
  - (3) The final location where the mercury will be recovered.
- G. Dental offices shall maintain these records for a minimum of five years. Dental offices shall send a copy of these records by January 31, for the previous calendar year, to the wastewater facility.
- H. Dental offices shall allow the wastewater facility to inspect the vacuum system, amalgam separator, and amalgam waste storage areas.
- I. Inspections shall occur during the normal operating hours of the dental office. The wastewater plant shall inspect dental offices according to appointments made in advance, as long as this advanced notice does not impede enforcement of this section.
- J. If a dental office is implementing the best management practices required by Subsection **B**, and is maintaining the amalgam separator required by Subsection **C**, then any numerical discharge limit for mercury established in any other section of this chapter does not apply.
- K. Violations and penalties. Any person who shall violate any provision of this section shall be subject to a penalty as provided in Chapter 1, Article I, of this Code. The initial forfeiture is set at \$100 for the first offense, and \$200 for each offense thereafter, but may be set annually by the Council and itemized in § 1-4C(1) of the City Code, together with the actual cost of prosecution.

## § 230-17. Appeals.

- A. Any user, permit applicant or holder affected by any decision, action or determination, including cease and desist orders, made by the approving authority interpreting or implementing the provisions of this article, or in any permit issued herein, may file with the approving authority a written request for reconsideration within 10 days setting forth in detail the facts supporting the user's request for reconsideration.
- B. The approving authority shall render a decision on the request for reconsideration to the user, permit applicant or holder in writing within 15 days of receipt of the request. If the ruling on the request for reconsideration made by the approving authority is unsatisfactory, the person requesting reconsideration may, within 10 days after notification of the approving authority's action, file a written appeal with the City Administrator.
- C. A fee as set by the Common Council shall accompany any appeal for a ruling by the Common Council. This fee may be refunded if the appeal is sustained in favor of the appellant.
- D. The written appeal shall be heard by the Common Council within 45 days from the date of filing. The Common Council shall make a final ruling on the appeal within 60 days from the date of filing.<sup>[1]</sup>

[1] *Editor's Note: Original § 13.40, Audit, which immediately followed this section, was deleted 10-18-2005 by Ord. No. 17-05. See now § 230-7, Annual audit.*

## § 230-18. Amendments.

The City, through its qualified officers, reserves the right to amend this article in part or in whole wherever it may deem necessary, but such right will be exercised only after due notice to all persons concerned and proper hearing on the proposed amendment.

## § 230-19. Violations and penalties.

Except as otherwise provided in this article, any person who shall violate any provision of this article or any order, rule or regulation made thereunder, or any of the rules and regulations on file with the Public Service

Commission, shall be subject to a penalty as provided in Chapter 1, Article I of this Code.



## Council Agenda Item

Meeting Date: November 4, 2025

Agenda Item: Staff Report – Implementation Plan

Staff Contact (name, email, phone): Brad Marquardt, [bmarguardt@whitewater-wi.gov](mailto:bmarguardt@whitewater-wi.gov), 262-473-0139

### BACKGROUND

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

The recently adopted Stormwater Quality Management Plan includes an Implementation Plan outlining a series of projects to be completed over the next 25 years. These projects are designed to help the City meet its phosphorus removal requirements. One of the key projects under consideration is the Starin Park Underground Wet Detention Basin, which is being prioritized at this time for several important reasons:

- **Rising Construction Costs:** The project's estimated cost has increased significantly—from \$1.2 million in 2017 to \$2.7 million in 2023, with a projected cost of \$3.6 million in 2026. This represents a 200% increase since 2017.
- **Funding Opportunities:** The project may qualify for up to 40% Principal Forgiveness through the Clean Water Fund.
- **Existing Funding:** The project has already secured a \$150,000 Construction Grant from the DNR.
- **Limited-Time Federal Support:** The Bipartisan Infrastructure Law has temporarily increased funding available through the Clean Water Fund. These additional funds are set to expire in 2026, making near-term action advantageous.
- **Partnership with the University of Wisconsin-Whitewater:** The basin would also treat stormwater from University property. The University has expressed interest in partnering on the project and contributing a prorated share of costs based on the area served. Final approval will be required from the Board of Regents and the State Building Commission.
- **Cost-Efficiency and Long Term Need:** This project will eventually need to be completed regardless, and construction costs, particularly for materials, are expected to continue rising faster than labor costs. For context, the West Main Street Detention Pond (DLK property) was estimated at \$328,000 in 2017 and \$454,000 in 2026, a 38% increase, compared to Starin Park's 200% increase over the same period.
- **Comparative Cost-Effectiveness:** When analyzed based on cost per pound of phosphorus removed, the Starin Park project remains competitive, particularly with principal forgiveness applied:

| <u>Project</u>                                | <u>Cost per Pound Phosphorus Removed</u> |
|---|--|
| • W Main St/DLK                               | \$24,430                                 |
| • Starin Park (with Principal Forgiveness)    | \$41,965                                 |
| • Armory                                      | \$54,430                                 |
| • Starin Park (without Principal Forgiveness) | \$69,942                                 |
| • E Main Street                               | \$82,531                                 |
| • Universal Blvd                              | \$109,661                                |

The Implementation Plan also includes Water Quality Trading (WQT) projects. These typically involve partnerships with farmers or agricultural property owners, where the City funds runoff control improvements or converts farmland into prairie to generate phosphorus reduction credits.

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However, these agreements are typically short-term (10–15 years). Once they expire, the City must renegotiate new terms; if a new agreement cannot be reached, the associated phosphorus credits are lost.

Because WQT projects are inherently temporary, staff recommends prioritizing permanent, infrastructure-based solutions, such as the Starin Park project, before pursuing additional temporary credit agreements.

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| PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS |
|--|
|--|

|                                   |
|-----------------------------------|
| (Dates, committees, action taken) |
|-----------------------------------|

N/A

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| FINANCIAL IMPACT |
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|                      |
|----------------------|
| (If none, state N/A) |
|----------------------|

N/A

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| STAFF RECOMMENDATION |
|----------------------|
|----------------------|

N/A

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| ATTACHMENT(S) INCLUDED |
|------------------------|
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|----------------------|
| (If none, state N/A) |
|----------------------|

1. Implementation Plan and Proposed Projects

# Implementation Plan

**Table 6.03-1 Implementation Plan (lb TP) for Alternative No. 2**

|  | Reach | 2025        | 2026        | 2027        | 2028        | 2029        | 2030        | 2031        | 2032        | 2033        | 2034        | 2035        | 2036        | 2037        | 2038         | 2039         | 2040         | 2041         | 2042         | 2043         | 2044         | 2045         | 2046         | 2047         | 2048         | 2049         | 2050         |
|--|-------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Agricultural WQT   | 59    |             |             |             |             |             |             |             |             |             |             | 9.9         | 19.9        | 29.8        | 39.7         | 49.6         | 59.6         | 69.5         | 79.4         | 89.3         | 99.3         | 109.2        | 119.1        | 129.0        | 139.0        | 148.9        | 158.8        |
| Starin Park Underground Wet Detention Basin              | 59    |             | 20.9        | 20.9        | 20.9        | 20.9        | 20.9        | 20.9        | 20.9        | 20.9        | 20.9        | 20.9        | 20.9        | 20.9        | 20.9         | 20.9         | 20.9         | 20.9         | 20.9         | 20.9         | 20.9         | 20.9         | 20.9         | 20.9         | 20.9         | 20.9         | 20.9         |
| Armory Site-Business Park Wet Detention Basin            | 59    |             |             |             |             |             | 12.3        | 12.3        | 12.3        | 12.3        | 12.3        | 12.3        | 12.3        | 12.3        | 12.3         | 12.3         | 12.3         | 12.3         | 12.3         | 12.3         | 12.3         | 12.3         | 12.3         | 12.3         | 12.3         | 12.3         | 12.3         |
| West North Street HDS                                    | 59    |             |             |             |             |             |             |             |             |             | 3.9         | 3.9         | 3.9         | 3.9         | 3.9          | 3.9          | 3.9          | 3.9          | 3.9          | 3.9          | 3.9          | 3.9          | 3.9          | 3.9          | 3.9          | 3.9          | 3.9          |
| DLK/Main Street Wet Detention Basin                      | 59    |             |             |             |             |             |             |             |             |             |             |             | 18.6        | 18.6        | 18.6         | 18.6         | 18.6         | 18.6         | 18.6         | 18.6         | 18.6         | 18.6         | 18.6         | 18.6         | 18.6         | 18.6         | 18.6         |
| Public Works Yard HDS                                    | 59    |             |             |             |             |             |             |             |             |             |             |             |             |             | 0.4          | 0.4          | 0.4          | 0.4          | 0.4          | 0.4          | 0.4          | 0.4          | 0.4          | 0.4          | 0.4          | 0.4          | 0.4          |
| Ann Street Wet Detention Basin Chemical Treatment        | 59    |             |             |             |             |             |             |             |             |             |             |             |             |             |              |              | 107.8        | 107.8        | 107.8        | 107.8        | 107.8        | 107.8        | 107.8        | 107.8        | 107.8        | 107.8        | 107.8        |
| Innovation Center Wet Detention Basin Chemical Treatment | 59    |             |             |             |             |             |             |             |             |             |             |             |             |             |              |              |              |              |              |              | 13.6         | 13.6         | 13.6         | 13.6         | 13.6         | 13.6         | 13.6         |
| North Universal Boulevard Wet Detention Basin            | 59    |             |             |             |             |             |             |             |             |             |             |             |             |             |              |              |              |              |              |              |              |              | 5.9          | 5.9          | 5.9          | 5.9          | 5.9          |
| East Main Street Wet Detention Basin                     | 59    |             |             |             |             |             |             |             |             |             |             |             |             |             |              |              |              |              |              |              |              |              |              |              | 9.6          | 9.6          | 9.6          |
| East Bluff Road  | 59    |             |             |             |             |             |             |             |             |             |             |             |             |             |              |              |              |              |              |              |              |              |              |              |              |              | 6.6          |
| Redevelopment at 80 Percent TSS Reduction                | 59    | 0.65        | 0.65        | 1.30        | 1.94        | 2.59        | 3.24        | 3.89        | 4.54        | 5.18        | 5.83        | 6.48        | 7.13        | 7.78        | 8.42         | 9.07         | 9.72         | 10.37        | 11.02        | 11.66        | 12.31        | 12.96        | 13.61        | 14.26        | 14.90        | 15.55        | 16.20        |
| <b>Total</b>   |       | <b>0.6</b>  | <b>21.6</b> | <b>22.2</b> | <b>22.9</b> | <b>23.5</b> | <b>36.4</b> | <b>37.1</b> | <b>37.7</b> | <b>38.4</b> | <b>43.0</b> | <b>53.5</b> | <b>82.7</b> | <b>93.3</b> | <b>104.2</b> | <b>114.8</b> | <b>233.1</b> | <b>243.7</b> | <b>254.3</b> | <b>264.8</b> | <b>289.0</b> | <b>299.6</b> | <b>316.0</b> | <b>326.6</b> | <b>346.8</b> | <b>357.4</b> | <b>374.5</b> |
| <b>Cumulative Citywide Percent TP Reduction (%)</b>      |       | <b>45.6</b> | <b>46.8</b> | <b>46.8</b> | <b>46.8</b> | <b>46.9</b> | <b>47.6</b> | <b>47.6</b> | <b>47.7</b> | <b>47.7</b> | <b>47.9</b> | <b>48.5</b> | <b>50.2</b> | <b>50.8</b> | <b>51.4</b>  | <b>52.0</b>  | <b>58.6</b>  | <b>59.1</b>  | <b>59.7</b>  | <b>60.3</b>  | <b>61.7</b>  | <b>62.3</b>  | <b>63.2</b>  | <b>63.8</b>  | <b>64.9</b>  | <b>65.5</b>  | <b>66.4</b>  |
| <b>Percent Closure of TP Reduction Gap (%)</b>           |       | <b>0.2</b>  | <b>5.8</b>  | <b>5.9</b>  | <b>6.1</b>  | <b>6.3</b>  | <b>9.7</b>  | <b>9.9</b>  | <b>10.1</b> | <b>10.2</b> | <b>11.5</b> | <b>14.3</b> | <b>22.1</b> | <b>24.9</b> | <b>27.8</b>  | <b>30.7</b>  | <b>62.2</b>  | <b>65.1</b>  | <b>67.9</b>  | <b>70.7</b>  | <b>77.2</b>  | <b>80.0</b>  | <b>84.4</b>  | <b>87.2</b>  | <b>92.6</b>  | <b>95.4</b>  | <b>100.0</b> |
| Permit Required (10% of TP Reduction Gap by 2030)        |       |             |             |             |             |             | 37.45       |             |             |             |             |             |             |             |              |              |              |              |              |              |              |              |              |              |              |              |              |

Note: HDS=hydrodynamic separator



# Stormwater BMPs in the City (Alternative #2 Example)



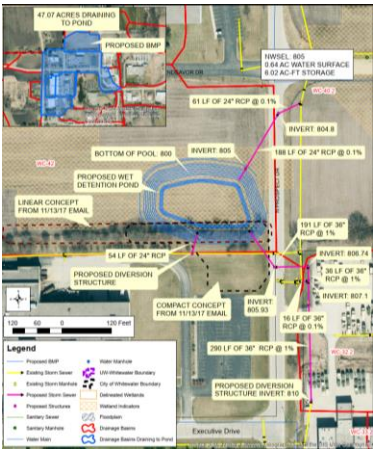
Starin Road  
Underground Wet Pond (WP)

- Existing Grant
- 20.9 City/31.0 UWW lb TP
- \$3.63 million
- City \$1.46 million
- UWW \$2.17 million



Redevelopment at 80%  
TSS Reduction

- 16.20 lbs over 20 years
- \$0



Armory Wet Pond

- 12.3 lb TP
- \$669,500



West North Street HDS

- 3.9 lb TP
- \$261,500



DLK/Main Street WP

- 18.6 lb TP
- \$454,400



Public Works-HDS

- 0.4 lb TP
- \$59,700



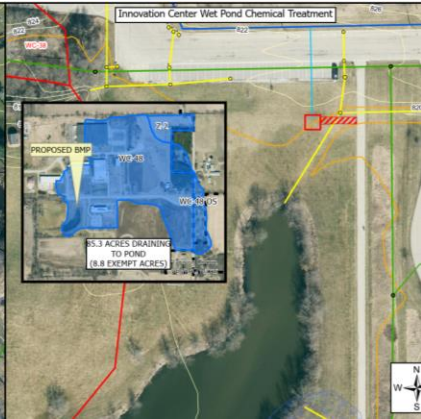
N. Universal Blvd WP

- 5.9 lb TP
- \$647,000



Ann Street Wet Pond  
Chemical Treatment

- 107.8 lb TP
- \$456,900



Innovation Center Wet  
Pond Chemical Treatment

- 13.6 lb TP
- \$450,000



E. Main Street Wet Pond

- 9.6 lb TP
- \$792,300



East Bluff Rd Wet Pond

- 6.6 lb TP
- \$401,400

Item 18. 25,400 in 2025\$  
Begin implementation in 2035





## Council Agenda Item

|                                     |   |
|-------------------------------------|---|
| Meeting Date:                       | November 4, 2025  |
| Agenda Item:                        | Report on Stormwater Rate Adjustment and UW–Whitewater MOU Compliance Review                                    |
| Staff Contact (name, email, phone): | Steven T. Chesebro, <a href="mailto:schesebro@whitewater-wi.gov">schesebro@whitewater-wi.gov</a> , 262-458-2780 |

### BACKGROUND

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

In November 2022 the city received notice from the Wisconsin Department of Administration (DOA) that it had violated the MSP program guidelines and therefore would be deemed ineligible for Police Services entitlement from those services provided to UW-Whitewater. This was due to the city having entered into an agreement with the UW Whitewater for specified police services, resulting in the DOA determining the City was providing police services to the University via a negotiated fee.

The Police Service Entitlement and MSP program is created under Wis. Stat. § 70.119 Payments for municipal services. The statute provides the state authority and direction to pay to municipalities specified funds for municipal services including, police and fire protection, garbage and trash disposal and collection and any other direct general government service provided to the facility. This section requires the state to compensate a municipality in two ways. The first is for utility services such as water, sewer, electrical power at the established rates for providing those services. The second method of reimbursing a municipality is when no special charge or fee is made, such as for police and fire services. In the second method the state is to use a formula to calculate an additional annual payment to offset costs of those police and fire services provided to the state facilities by a municipality. The goal of Wis. Stat. § 70.119 is to make an equitable annual payment to municipalities to offset additional costs state facilities create but would not otherwise contribute to funding due to being tax exempt properties.

When the DOA noticed in 2022 that the City had entered into what was alleged to be a contract for its police services with the university directly, it was determined that it entered into an agreement for those specified police services in lieu of the Wis. Stat. § 70.119 funding and without approval from the DOA. It should be noted that the Wis. Stat. § 70.119 funding can be negotiated with the state if the services required by the state facility exceed the standard amount the formula would provide.

While stormwater utility is not specifically mentioned in reference to Wis. Stat. § 70.119, it is a utility which has a specified rate based upon use of the utility, similar to water, sewer, and electrical. In addition, the current calculations for the annual MSP program does not factor in stormwater utility services for the university, instead the university pays its utility bill under the first method of payment of utilities. For these reasons the MSP program would not be affected by a rate increase for the Stormwater sewer utility.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

During the Common Council 10/7/25 and 10/21/25 meetings questions were raised as to if the adoption of new utility rates for storm water would jeopardize funds the City receives from the state due to a prior agreement and charge to the university having resulted in a potential loss of the programs funds. Staff was directed to look into what had happened and whether this adjustment would affect the program funds going forward.

### FINANCIAL IMPACT



(If none, state N/A)

Adjusting the stormwater rate will not have any effect on the City's receipt of the annual payment under the MSP program which is for non-utility services. It will increase the total amount the city receives from the state for utility related services which the state is responsible for paying at the rate established for that utility. This would decrease the amount local residents have to pay.

Increasing the stormwater rate would have a positive impact on the City's general fund and stormwater utility fund. Without the increase the stormwater utility is likely to be underfunded by about \$179,078, per the Ehlers presentation from September 2, 2025. This would then require the city draw on its general fund to cover the utility's expenses. Drawing the funds from the general fund shifts costs for the stormwater from users of the system onto property tax payers within the City. This would remove all tax-exempt organizations, including state facilities from contributing to the costs of stormwater utilities.

#### STAFF RECOMMENDATION

City staff recommends adjusting the Stormwater Utility rate to a level that ensures the fund will be able to cover all reasonable expenses, to avoid having to use the general funds to cover any expenses from the Stormwater Utility.

#### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. MSP Program Guidelines



STATE OF WISCONSIN  
DEPARTMENT OF  
ADMINISTRATION

Tony Evers, Governor  
Kathy Blumenfeld, Secretary  
Dawn Vick, Division Administrator

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**STATE OF WISCONSIN  
MUNICIPAL SERVICES PAYMENTS (MSP) PROGRAM  
PROGRAM GUIDELINES**

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Updated March 2022 (DOA Secretary and formatting updates only)  
Department of Administration  
Division of Intergovernmental Relations

# Municipal Services Payments Program Operation Guidelines

## Introduction

Section 70.119 Wisconsin Statutes (Laws of 1977), provides two means whereby the state shall make reasonable payments to municipalities for certain services directly rendered to state facilities:

### (1) User Fee Payments

State payments will be made at established rates for such services as water, sewer, electrical power directly provided to state facilities by a municipality, including garbage and trash collection and disposal, which are financed in whole, or in part, by special charges or user fees. Timely payments for such fees will be made by the state agency responsible for a given facility out of the funds appropriated to that agency or institution.

### (2) Calculated-Negotiated Annual Payments

Annual state payments based upon a formula calculation (and negotiation if needed) will be made by the Department of Administration, from specific appropriations provided under s. 20.835(5)(a), for police and fire protection, solid waste handling and other services directly provided to state facilities by a town, village or city which makes no special charge or user fee for such service. In addition, payments may be made in response to claims for certain services provided by a county. Payments are recommended by the Department of Administration each year, subject to the annual review and approval of the Joint Committee on Finance of the Legislature.

The payments related to user fees (Item 1 above) are handled routinely by the respective state agencies in response to municipal billings for eligible services. **(The calculated-negotiated annual payments referred to (item 2) above form the basis for the Municipal Services Payments (MSP) Program and are determined by the definitions and procedures contained in these Guidelines.)**

The primary purpose of the program is to make an equitable annual payment to municipalities, from a specific state appropriation, in recognition of critical services directly provided to state facilities. The intent of the statute and the effect of these guidelines is to aid in the reduction of local real property taxes by making a state contribution toward the cost of certain municipality generated services financed out of local property tax revenue. The amount of an entitlement per municipality is determined largely by formula, and through additional negotiation for special conditions or situations which may arise.

No special application or request on the part of a city, village or town is required in order to be eligible for the formula determined entitlements. Program administration will be conducted by the Department of Administration. When notice to the department is required under these guidelines, it shall be addressed to:

Jim Young, Program Administrator  
Telephone: (608) 266-1927  
E-Mail: [jim.young@wisconsin.gov](mailto:jim.young@wisconsin.gov)

Municipal Services Payments Program  
Wisconsin Department of Administration  
101 East Wilson Street - 9th Floor  
PO Box 8944  
Madison, Wisconsin 53708-8944  
(Inquiries regarding the program may also be addressed to the Program Administrator.)

## ***I. DEFINITIONS AND TERMINOLOGY***

**DEPARTMENT.** The Department of Administration.

**ENTITLEMENT.** An amount of money a municipality appears to be entitled to, as determined by approved county claims or by the formula calculation and/or negotiation of cost, tax, revenue and valuation data as related to services per facility.

**JOINT COMMITTEE ON FINANCE.** The Joint Committee on Finance is a statutory, 16-member standing committee of the Wisconsin Legislature. The Committee's primary responsibility is to serve as the principal legislative committee charged with the review of all state appropriations and revenues. The Committee's title is abbreviated in these guidelines as JCF.

**MUNICIPALITY.** Cities, villages, towns, counties and metropolitan sewerage districts with general taxing authority.

**MUNICIPAL SERVICES.** Police and fire protection and garbage-trash collection and disposal services for which no special charges or user fees are levied (services not considered under s. 70.119(1)) directly provided to a state facility and subject to the approval of the Joint Committee on Finance.

**PAYMENT.** The amount based on total entitlements for aggregate services rendered (as may be reduced for self-provided services and proration if necessary) as approved by the Joint Committee on Finance for release to a municipality.

**PAYMENT FLOOR.** No entitlement will be recommended for a municipality where the total annual entitlement is less than one-hundred (\$100) dollars.

**PRORATED ENTITLEMENT REDUCTION.** In the event the annual state appropriation for MSP is insufficient to meet the statewide total of all entitlements, the entitlements will be reduced prorata so that the total of all approved payments will not exceed the appropriation available.

**SERVICES DIRECTLY PROVIDED.** Those services provided by a municipality that are not included in an existing service contract or agreement with a state agency, are necessary to the normal functioning, safety and peace of a state facility and are approved by the Joint Committee on Finance.

**STATE FACILITIES.** All state owned and operated buildings and structures or institutional groups of buildings and structures, except highway structures, including the branch campuses of the University of Wisconsin Center System, operated by the state for purpose of conducting authorized activities. Facilities leased by a state agency that are subject to property taxes are not included.

## ***II. Administrative Policy And Procedures***

- A. The Joint Committee on Finance is the central authority for the review and approval of all program guidelines, approval of recommended annual payment amounts and for the approval of municipal services which may subsequently be included in the guidelines for the MSP.
- B. The Department will calculate the amount of annual entitlement, including any special adjustments on a MSP WORKSHEET for each service provided by the municipality. A worksheet(s) will be sent to the clerk of each of the appropriate municipalities for review by local officials. If officials have any questions or challenge the aptness or accuracy of the data presented on the worksheets, they must notify the Department within 20 days of receipt of the worksheets. A challenge should indicate the area of possible error, oversight or change. Information developed on the worksheets will be submitted, along with entitlement/payment recommendations, to JCF by the Department.
- C. Amounts of annual entitlement to eligible cities, villages and towns will be determined largely by formula, and in some instances through additional negotiation, by the Department. According to s. 70.119 (6), no later than November 15 annually, the department shall report to the co-chairpersons of the committee, the results of its negotiations and the total payments proposed to be made in the subsequent calendar year. If the co-chairpersons of the committee do not notify the department that the committee has scheduled a meeting for the purpose of reviewing the proposed

total payments within 14 working days after the date of the department's report, the department may make the payments.

- D. No payments will be recommended for a municipality which has no property tax levy for municipal purposes or where the calculated entitlement is less than one-hundred (\$100) dollars.
- E. In the event the annual appropriation for MSP is insufficient for full payment of annual entitlements, each municipality's entitlement will result in a prorated entitlement reduction until the total is equal to the amount of appropriation available.
- F. Payments for any approved claims for county services (see Section VI) during the calendar year will be made at the same time, and in addition to, payments for formula derived entitlements. However, such county claim payments will also be proportionately reduced because of insufficient appropriation.
- G. Negotiation or discussion of program related issues is not dependent upon completion of the annual municipal financial report. Discussion and negotiation may be conducted at any time during the year, at the convenience of local officials, provided that sufficient local financial documentation is available.
- H. An overpayment or underpayment in excess of \$5,000 during one program year to a municipality due to incorrect fiscal data, building inventory misallocation or inadvertent oversight discovered within two (2) years from the date that the disbursement is sent to the municipality will be subject to fiscal adjustment in subsequent MSP year(s). In the case of a municipality that is not eligible for a payment in a subsequent year, the municipality must promptly return the amount of overpayment to the Department of Administration. In the case of an underpayment, the municipality will receive the amount even if it is not eligible for a payment in the subsequent year.
- I. Entitlement eligibility will usually be determined for the site municipality, i.e., the civil jurisdiction in which the state facility is located. Where the site municipality provides inadequate or no service, the site municipality can contract for adequate service. The state agency responsible for a facility has the prerogative of selecting the most adequate service source available. In these cases, a formal intergovernmental agreement between the municipalities must document the service arrangement and be provided to the Department upon request. Payment for services will be provided to the site municipality using the program formula to determine the payment amount.
- J. In rural fire service situations where multiple civil jurisdictions may be serviced by a single fire protection unit (department, district, company, etc.), the payment will be made to the site municipality unless some form of service agreement has been negotiated between the state agency and a fire service municipality. It is assumed that fire service costs reported by the site municipality will be reflective of support contributions or charge payments made to the fire protection unit by the municipality.
- K. Only the operational and overhead costs of a municipal department or agency which is actually responsible for providing a service will be included in the estimation of a service cost; e.g., motor pool or automotive maintenance costs of police patrol cars can be included under police costs but costs of the city attorney's office cannot be included.
- L. Charges for services financed by special assessments, user charges, surcharges, or metered rates are not eligible under MSP but are the responsibility of the specific state agency administering the facility.

M. State agencies are also responsible for making reasonable payments from their budgets for all sewer services. Where sewer service costs are financed partially or wholly by property taxes, state agencies shall make reasonable payments for that portion of sewer services otherwise paid by property taxes. Municipalities may establish an equitable special charge or user fee pursuant to s. 66.0821(4)(a) for that portion of sewer services paid by property taxes. The Department shall review the charge to determine that it is fair and equitable, and shall then encourage state agencies to make payment. The municipality shall periodically bill the state agencies for all sewer service costs.

### **III. Formula Determination of Entitlement**

- A. For most cities, villages and towns, the entitlements for services rendered will be automatically determined by the program formula based mainly on information presented in the most recent (see C below) Financial Report form submitted to the Department of Revenue. The formula calculates, in effect, a form of "proxy -tax" for police and fire protection service and solid waste handling (where applicable) for each facility.
- B. The sources of data to be used in the MSP entitlement formula include: the full value of state facilities as annually determined by the Division of State Facilities, Department of Administration; the equalized full value of local taxable improvements as determined annually by the Department of Revenue; specific municipal fiscal information (cost of services, services revenues, services aids, relief, federal revenue sharing etc.), as reported annually to, and certified by, the Department of Revenue; and any other information sources necessary to provide accurate, timely and corroborative data used in the formula.
- C. Entitlements for the current calendar year are calculated on the basis of previous calendar year fiscal information. However, the payments are not mailed to municipalities until the year following. For example- entitlements calculated for payments recommended in 2012 will be based on service costs, local revenues and property values for 2011. The actual payment is made early in the year 2013.
- D. A MSP entitlement for a city, village or town is calculated for each type of service. An example of how the formula determines the Base Entitlement is shown on the accompanying page. Note that property values are determined for "improvements only" - land values are not considered.
- E. The formula calculation assumes that the service provided to a state facility is performed at a level equal to or greater than that provided for private enterprises and residences and that the quality of service is sufficient to meet the normal operating standards required by a state facility. Deviations from standard levels and quality of service will cause reductions or elimination of formula calculated entitlements.

### **Sample Calculation of MSP Entitlement**

#### **Step I: Determine Net Cost of Providing Service**

|  |                 |
|--|-----------------|
| A. Service Resources Expended (Cost)<br>(personnel, fringe benefits, equipment, capital development, etc.)   | \$2,480,000 (A) |
| B. Service Resources Provided (Revenues)<br>(specific state and federal aids, subsidies, service fees, etc.) | 280,000 (B)     |
| C. Net Service Costs [(A) - (B)]   | 2,200,000 (C)   |

**Step II: Determine Portion of Net Cost Supported by Local Property Tax** (Assumes that state shared revenue payments are used locally to help defray part of the net cost.)

|   |                |
|---|----------------|
| D. State Shared Revenues (Includes tax rate disparity revenues)                                 | 7,920,000 (D)  |
| E. Municipal Property Taxes Collected (includes TIF taxes)                                      | 7,480,000 (E)  |
| F. Total General Revenue [(D) + (E)]  | 15,400,000 (F) |
| G. Percentage of General Revenue provided by the Municipal Property Taxes Collected [(E) / (F)] | 0.48571 (G)    |
| H. Net Cost Supported by Local Property Tax [(C) X (G)]   | 1,068,562 (H)  |

**Step III: Determine Portion of Net Cost that is Attributable to State Facilities**

|   |                 |
|---|-----------------|
| I. Value of State Buildings (net of land)                       | 32,900,000 (I)  |
| J. Equalized Full Value of Local Buildings (net of land)        | 616,200,000 (J) |
| K. Total Value of Buildings [(I) + (J)]                         | 649,100,000(K)  |
| L. Proportion of Total Buildings Value which is State Buildings | 0.05069 (L)     |
| M. MSP Entitlement [(H) X (L)]                                  | \$54,165 (M)    |

## **IV. Entitlement Negotiation and Adjustments**

For the majority of municipal service situations, the basic program formula will readily calculate equitable base entitlements for each facility. However, it is recognized that certain locally unique conditions may require possible adjustments of the entitlement level indicated by the formula calculation. Where entitlement adjustments are warranted, such adjustments will be determined by state-local negotiation of the facts of the issue. Negotiations, as may be necessary, will be conducted by the Department with appropriate local officials (or their designees).

### **A. Special Conditions Which Warrant Negotiation of General Entitlements**

1. A service cost not normally incurred by the community under routine municipal responsibility but is attributable primarily to the presence of a state facility.
2. Reporting error or oversight in municipal fiscal information.
3. Municipal annexation of improved areas.
4. Alteration of state facility status, e.g., specific use, closing, sale or lease for non-state purposes, construction.
5. Emergency or other variations not necessarily reflected in current fiscal-operational information.
6. Seasonal variations of need or municipal workload.
7. Should a state agency determine that it is in their best interest to negotiate fees with a provider of police, fire or solid waste service, they may do so by requesting permission from the Department to negotiate with a provider or providers for services and payment. Upon receipt of the request, the Department will respond within 30 days whether or not permission has been granted. DOA reserves the right to provide assistance or negotiate directly on behalf of state agencies including the University of Wisconsin Hospitals Clinics Authority for municipal services. Should the Department grant permission to a state agency to negotiate for municipal services with a provider and the parties successfully negotiate terms, a signed agreement must be completed by July 1 of the current calendar year, so that payment calculations can be made for that respective year. If negotiations are not successfully concluded by July 1 of the current year, the deadline is moved to the following July 1. A copy of the final agreement must be submitted to DOA within 30 days after the agreement is signed by designees of both the respective state agency and service provider. If the department determines that the agreement is detrimental to either party or if it does not comply with current legal standards, a written notice of objection voiding the agreement will be submitted to both parties within 30 days upon receipt of the written agreement. Should the parties decide to suspend negotiations, a written notice shall be submitted to the Department either within 30 days of the termination of negotiations or before July 1 of the current year.

## B. Special Conditions For Police Services

Where the State provides its own self-police services and where the character of the state institution requires only a reduced level of local police services, appropriate reductions will be made in the MSP base entitlement for police services as follows:

- a. Deduct 20% of the base entitlement for facilities with self-provided security personnel or twenty-four hours a day, seven days a week state personnel in attendance. The need for local police service is extremely rare due to the self-security provided or restricted public access. However, local police provide occasional patrol or close cooperation and generally consider the facility within their central responsibility. Facilities in this category include major state office buildings, domiciliary and controlled environment institutions or seasonable public usage. Examples: Central Wisconsin Center (DHS), or the Capitol Building (DOA).
- b. Deduct 40% of the base entitlement for facilities with twenty-four hours a day, seven days a week self-provided security personnel but generally unrestricted public access (except night hours). Local police are needed less than 25% of the time to assist state personnel but do perform varying amounts of on-premise patrol, most investigation or other law enforcement functions. Examples: University of Wisconsin-Superior.
- c. Deduct 50% of the base entitlement for facilities with full-time, self-provided twenty-four hours a day, seven days a week police protection with full arrest authority, but generally unrestricted public access (except night hours for certain buildings) and free movement of institutional population. Local police have only cooperative on-premises responsibility, but extensive off-premises facility related responsibility. On premise effort by local police is less than 25% of the time (annually). Example: UW-Madison.
- d. Deduct 80% of the base entitlement for minimum and medium security correctional institutions with restricted public access. Local police are needed less than 25% of the time (annually). Local police have minor responsibility for institution protection and safety. Example: Fox Lake Correctional Institution.
- e. Deduct 90% of the base entitlement for maximum security institutions with highly restricted and controlled public access. Local police are needed less than 25% of the time (annually) to assist state personnel with public control. Local police have no responsibility for overall institution protection and safety. Example: Waupun State Prison.

Payments related to ambulance costs will not be subject to this provision even if such costs may be attributed to police activity by the local financial report.

2. Supplements to adjusted entitlements may be made in recognition of widely varying needs of facilities, local cooperative agreements, quality and quantity of state or local police services, etc. Supplemental amounts above the base schedule may be negotiated. The categories of supplements are:
  - a. Add 20% of the adjusted entitlement as a supplement where local police provide direct service for the safety and security of a facility and its occupants, in the form of on-site patrol and enforcement and related investigative or logistic support from 25 to 50% of the time or make more than 33% of the on-premises arrests.
  - b. Add 40% of the adjusted entitlement as a supplement where local police provide direct support (as described above) from 50 to 75% of the time, and more than 33% of the arrests.
  - c. Add 60% of the adjusted entitlement as a supplement where local police provide direct support (as described above) more than 75% of the time or more than 50% of the arrests.
3. In no instance will the combination of adjustments and supplements exceed 100% of the original formula entitlement. Nor will the amount of entitlement for police service be reduced by an amount in excess of the amount expended by the state for self-police service at a given facility.



## ***V. Riot and Extraordinary Police Services***

The MSP program contains no provision for payments for so-called riot and extraordinary police payments. Local officials and agency staff should contact the State Claims Board for information concerning related claims. Phone (608) 264-9595 or write to: State Claims Board, Wisconsin Department of Administration, 10th Floor, 101 E. Wilson St., PO Box 7864, Madison, WI 53707-7864. Statutory provisions for extraordinary police service charges are found in s. 16.008, Laws of 1977.

## ***VI. County Government Service Claims***

- A. . Services eligible for payment under s. 16.51(7) of statutes cannot be included under MSP claims. Riot control activity qualifying as "Extraordinary Police Service" (as defined in s. 16.008) is not included. Please refer to guideline section V. Where county sheriffs provide services to facilities located in incorporated municipalities with or without a local police force, county sheriffs will not receive payment directly from MSP funds. Rather, the county and the municipality may establish an intergovernmental agreement under which the county receives appropriate payment from the municipality. The intergovernmental agreement shall be provided to the Department upon request. The entitlement formula will continue to be used to determine the payment to that municipality. Any compensation paid by that municipality to the county sheriff's department for services conducted at the state facilities, as specified in the intergovernmental agreement between the municipality and the county, will continue to be an eligible police service expense under the program.

## ***VII. Additional Information***

Call (608) 266-1927 for information related to the Municipal Services Payments Program.



## Council Agenda Item

Meeting Date: November 4, 2025

Agenda Item: Salary Resolution Amendment 3

Staff Contact (name, email, phone): Rachelle Blitch, [rblitch@whitewater-wi.gov](mailto:rblitch@whitewater-wi.gov) , 262-473-1380

### BACKGROUND

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

The 2025 Salary Resolution was approved in December and we have made two amendments previously to include the City Attorney and to remove the City Manager position from the Salary Resolution, as it is negotiated separately through an employment agreement.

We are proposing an amendment to the Salary Resolution to add an Economic Development Specialist. The Administrative Assistant – CDA positions were combined and reclassified to Economic Development Specialist to support business recruitment, retention, and community development projects on a higher level. The position was placed in grade J with the range of \$52,262.38 to \$70,554.22.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

12/3/2024 – Council approved the 2025 Salary Resolution

1/7/2025 – Council approved an amendment to the 2025 Salary Resolution

1/28/2025 – Recommended Amendment 2 for approval by the Finance Committee

2/4/2025 – Amendment 2 approved by Common Council

10/28/2025 – Finance Committee recommended approval of amendment 3 of the 2025 Salary Resolution

### FINANCIAL IMPACT

(If none, state N/A)

The difference between the two grades is between \$10,224.77 and \$13,803.44.

### STAFF RECOMMENDATION

Staff recommends approval of the proposed amendment to the salary resolution.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. 2025 Salary Resolution Amendment 3
2. Job Description

**CITY OF WHITEWATER, WISCONSIN**  
**2024 SALARY RESOLUTION AMENDMENT 3**

**WHEREAS**, the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, set forth the wage and salary schedule in which wages are established for employees during 2025

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that the following ranges and numbers of employees in the 2025 Wage and Salary Schedule are hereby adopted pursuant to Wisconsin Statutes: and

**BE IT FURTHER RESOLVED** that the contents of this resolution shall supersede such previously adopted schedules where the subject matter between the two shall be in conflict, and the changes contained herein shall be effective beginning November 4, 2025:

| Amendment 3 |   |                          |                     |                     |
|-------------|---|--------------------------|---------------------|---------------------|
| Grade       | Position  | Minimum                  | Mid-Point           | Maximum             |
| T           | CITY MANAGER  | Per Employment Agreement |                     |                     |
| S           | City Attorney   | 103,772.70<br>49.89      | 121,932.92<br>58.62 | 140,093.15<br>67.35 |
| R           | Police Chief<br>Director of Public Works  | 93,395.43<br>44.90       | 109,739.63<br>52.76 | 126,083.83<br>60.62 |
| Q           | Fire Chief<br>Director of Financial & Administrative Services<br>Economic Development Director  | 86,857.75<br>41.76       | 102,057.86<br>49.07 | 117,257.96<br>56.37 |
| P           | Parks & Recreation Director<br>IT Director<br>Captain<br>Library Director   | 80,777.71<br>38.84       | 94,913.81<br>45.63  | 109,049.90<br>52.43 |
| O           | Streets, Parks & Forestry Superintendent<br>Wastewater Superintendent<br>Water Superintendent   | 75,123.27<br>36.12       | 88,269.84<br>42.44  | 101,416.41<br>48.76 |
| N           | HR Manager<br>City Clerk<br>Comptroller<br>First Asst Chief-Fire  | 69,864.64<br>33.59       | 82,090.95<br>39.47  | 94,317.26<br>45.34  |
| M           | Accountant<br>EMS Chief<br>Lead Operator  | 64,974.11<br>31.24       | 76,344.58<br>36.70  | 87,715.05<br>42.17  |
| L           | Support Services Manager<br>Asst Parks, Recreation & Community Events Director  | 60,425.93<br>29.05       | 71,000.46<br>34.13  | 81,575.00<br>39.22  |
| K           | Lead Laborer<br>WAFC Manager<br>Assistant Library Director<br>Communication Coordinator<br>IT Support Technician<br>Wastewater Operator<br>Water Operator | 56,196.11<br>27.02       | 66,030.43<br>31.75  | 75,864.75<br>36.47  |

**CITY OF WHITEWATER, WISCONSIN**  
2024 SALARY RESOLUTION AMENDMENT 3

| Amendment 3 |   |           |           |           |
|-------------|---|-----------|-----------|-----------|
| Grade       | Position  | Minimum   | Mid-Point | Maximum   |
| J           | Chief of Staff                                    | 52,262.38 | 61,408.30 | 70,554.22 |
|             | Adult Program Coordinator                         | 25.13     | 29.52     | 33.92     |
|             | Recreation & Community Events Manager             |           |           |           |
|             | <b>Economic Development Specialist</b>            |           |           |           |
|             | Laborer I-Mechanic                                |           |           |           |
|             | Facilities Maintenance I                          |           |           |           |
|             | Wastewater Specialist I                           |           |           |           |
|             | Water Laborer I                                   |           |           |           |
|             | Laborer I   |           |           |           |
|             | Accounts Payable/Payroll Clerk                    |           |           |           |
| I           | GIS Analyst                                       | 48,604.02 | 57,109.72 | 65,615.42 |
|             | Fire Inspector EMT/Firefighter                    | 23.37     | 27.46     | 31.55     |
|             | Programming & Makerspace Librarian                |           |           |           |
|             | Youth Educational Services Librarian              |           |           |           |
| H           | Clerk of Court                                    | 45,201.74 | 53,112.04 | 61,022.34 |
|             | Deputy Clerk                                      | 21.73     | 25.53     | 29.34     |
|             | Dispatcher I                                      |           |           |           |
|             | Facilities Maintenance II                         |           |           |           |
|             | Laborer II  |           |           |           |
|             | HR Coordinator                                    |           |           |           |
|             | Wastewater Specialist II                          |           |           |           |
|             | Water Laborer II                                  |           |           |           |
|             | Accounting Technican                              |           |           |           |
|             | Police Records Specialist                         |           |           |           |
| G           | Dispatcher II                                     | 42,037.61 | 49,394.20 | 56,750.78 |
|             | Administrative Assistant I - Records Technician   | 20.21     | 23.75     | 27.28     |
|             | Administrative Assistant I - Utilities            |           |           |           |
|             | Administrative Assistant I -Neighborhood Services |           |           |           |
|             | Administrative Assistant I - CDA                  |           |           |           |
| F           | Youth Program Coordinator                         | 39,094.98 | 45,936.60 | 52,778.22 |
|             | Aquatic Coordinator                               | 18.80     | 22.08     | 25.37     |
|             | Outreach Services Specialist - Library            |           |           |           |
|             | Technical Services Specialist - Library           |           |           |           |
| E           | Customer Service Specialist - Library             | 36,358.33 | 42,721.04 | 49,083.75 |
|             |   | 17.48     | 20.54     | 23.60     |
| D           | Media Coordinator                                 | 33,813.25 | 39,730.57 | 45,647.89 |
|             | Jr. Information Technology Support Technician     | 16.26     | 19.10     | 21.95     |
| C           | Media Producer                                    | 31,446.32 |           | 42,452.53 |
|             |   | 15.12     |           | 20.41     |

\*Excludes wages for unions, temporary part-time and seasonal employees

Resolution introduced by Councilmember, \_\_\_\_\_ Seconded by, \_\_\_\_\_

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

Signatures:

John Weidl, City Manager

Heather Boehm, City Clerk



## JOB DESCRIPTION

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|                         |                                  |                       |  |
|-------------------------|----------------------------------|-----------------------|--|
| <b>Title:</b>           | Economic Development Coordinator | <b>Department(s):</b> | Community Development                    |
| <b>Reports to:</b>      | Economic Development Director    | <b>Location:</b>      | Municipal Building and Innovation Center |
| <b>FLSA:</b>            | Exempt                           | <b>Pay Grade:</b>     | Salary Resolution                        |
| <b>Shift:</b>           | Day with occasional evenings     | <b>Status:</b>        | Full-Time                                |
| <b>Bargaining Unit:</b> | None                             | <b>Date:</b>          | September 2025                           |

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### JOB SUMMARY

The Economic Development Coordinator is responsible for providing comprehensive administrative and program support to the Economic Development Director and Community Development Authority (CDA). The position ensures efficient scheduling, meeting preparation, and communication flow while coordinating key aspects of business retention and expansion (BRE), housing programs, redevelopment projects, and funding initiatives. This role combines administrative responsibilities with expanded programmatic duties to advance the City's economic development objectives.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

*This list of duties and responsibilities is not all inclusive and may be expanded to include other duties and responsibilities as management may deem necessary.*

#### Program Coordination and Support

- Assist in the implementation and tracking of Business Retention and Expansion (BRE) activities, including survey coordination, database management, and follow-up reporting.
- Collect, analyze, and interpret economic and business data to inform program development and decision-making.
- Develop and maintain dashboards, visualizations, and reports to track progress on economic development programs.
- Coordinate with businesses, institutions, and organizations to support partnerships and development initiatives.
- Manage day-to-day activities of City-supported programs such as down payment assistance, leasing initiatives, and redevelopment incentives.
- Oversee intake, processing, and tracking of applications for housing or business support programs, ensuring timely communication and compliance with policies.

#### Grant and Funding Support

- Research and identify potential grant and funding opportunities from government agencies, private foundations, and corporate partners.
- Prepare, write, and submit grant applications in alignment with organizational goals.

- Track and manage grant reporting requirements, deadlines, and compliance obligations.
- Collaborate with internal and external stakeholders to gather data and narratives needed for competitive grant proposals.

### **Community Engagement and Outreach**

- Coordinate promotional efforts for CDA programs, housing opportunities, and redevelopment projects through marketing, online listings, and outreach events, including assisting with social media and website messaging.
- Provide logistical support for public meetings, workshops, and community engagement initiatives.
- Serve as a point of contact for tenants, program participants, and businesses seeking information about CDA activities.
- Respond to inquiries from residents, employees, and outside organizations, referring complex matters to the Economic Development Director as necessary.

### **Office Support**

- Manage and maintain the Economic Development Director's calendar, including scheduling meetings, coordinating logistics, and prioritizing requests.
- Answer and transfer incoming calls; provide accurate information to the public about CDA and City programs.
- Prepare, proofread, and edit documents including letters, memos, agendas, minutes, presentations, and reports.
- Process mail, order office supplies, and maintain accurate filing and document imaging systems.
- Prepare and distribute CDA meeting materials, attend meetings, take minutes, and post official notices in compliance with Wisconsin open meeting laws.

### **ADDITIONAL DUTIES AND RESPONSIBILITIES**

- Assist in special projects, research, or other assignments directed by the Economic Development Director.
- Attend professional development opportunities, seminars, and workshops relevant to economic development and program administration.
- Participate in meetings of the Community Development Authority and other boards and civic groups when necessary.

### **SUPERVISION RECEIVED AND/OR EXERCISED**

- Works under the general supervision of the Economic Development Director but is expected to perform job duties independently.
- Exercises judgment in determining procedures and priorities, with work reviewed for results and compliance with policy.
- Does not supervise staff but may coordinate tasks with consultants, volunteers, or interns.

### **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **Education and/or Experience**

- Associate's degree in public administration, business, marketing, or related field required; bachelor's degree preferred.
- Minimum two (2) years of progressively responsible administrative or program coordination experience; experience in economic development or local government preferred.
- Equivalent combinations of education and experience will be considered.

### **Language Skills**

- Ability to compose professional correspondence and public-facing communications.
- Ability to explain City policies, CDA programs, and economic development initiatives to varied audiences.
- Ability to analyze and summarize data for reports and presentations.

### **Mathematical Skills**

- Ability to calculate percentages, fractions, ratios, and interpret basic descriptive statistics.
- Ability to track financial program activity, budgets, and grants with accuracy.

### **Reasoning Ability**

- Ability to work independently, organize work efficiently, and prioritize tasks to meet deadlines.
- Ability to use discretion and judgment when addressing confidential or sensitive issues.
- Ability to exercise creativity and initiative when developing solutions to program needs.

### **Other Qualifications**

- Knowledge of community development, TIF, housing, and redevelopment policies.
- Strong skills in Microsoft Office Suite and database management; experience with Adobe and/or graphic design software desirable.
- Ability to work effectively with elected officials, businesses, developers, and the public.
- Ability to work in a collaborative team environment while also performing independent tasks.
- Valid state driver's license, or ability to obtain one within four (4) months.

### **PHYSICAL DEMANDS**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Frequently required to sit, talk, or hear; occasionally required to walk, handle materials, or reach with hands and arms.
- Specific vision abilities include close vision, ability to adjust focus, and sustain concentration.
- Must occasionally lift or move up to 25 pounds.
- Requires use of standard office equipment including phones, computers, and copy machines.

### **WORK ENVIRONMENT**

*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Work is performed primarily in an office setting.
- The noise level is usually moderate.
- May occasionally interact with irate individuals or encounter stressful situations requiring tact and professionalism.

The City of Whitewater is an Equal Employment Opportunity employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

### **SELECTION GUIDELINES**

- Formal application, rating of education and experience, oral interview and reference check; job related tests may be required.

- Nothing in this job description reflects management's right to assign or reassign duties and responsibilities to this job at any time. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.
- The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Employee Acknowledgment: \_\_\_\_\_ Date: \_\_\_\_\_

The above statements reflect the general details necessary to describe the principle functions of the occupation described and shall not be construed as a detailed description of all the work requirements that may be inherent in the occupation.

\_\_\_\_\_  
Supervisor Date

\_\_\_\_\_  
Department Head Date

\_\_\_\_\_  
Human Resources Date

\_\_\_\_\_  
City Manager Date





## Council Agenda Item

Meeting Date: November 4, 2025

Agenda Item: Street Index Parking Restrictions

Staff Contact (name, email, phone): Brad Marquardt, [bmarguardt@whitewater-wi.gov](mailto:bmarguardt@whitewater-wi.gov), 262-473-0139

### BACKGROUND

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

The Police Department made staff aware of a parking restriction discrepancy on Center Street with what was posted versus what was in the Municipal Code. After reviewing multiple discrepancies associated with Center Street, staff reviewed all the streets listed in the Street Index of the Municipal Code versus what was posted on the street. Attached is staff's recommendation to changes that should be made to Municipal Code 11.16.150, Street Index of Parking Restrictions

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee reviewed some of these discrepancies at their September 9, 2025 meeting. The input from those discussions has been incorporated into the attached recommended changes. Discrepancies with Elizabeth Street have not been included as a meeting with the school district is planned to take place in November. The Public Works Committee approved of the changes at their October 14, 2025 meeting.

### FINANCIAL IMPACT

(If none, state N/A)

There may be minimal financial impacts with the installation, removal or changing of signs by the Street Department staff.

### STAFF RECOMMENDATION

Staff recommends a motion to approve the changes to Municipal Code 11.16.150 Street Index of Parking Restrictions.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Street Index Parking Restrictions

**AN ORDINANCE AMENDING 11.16.150 STREET INDEX OF PARKING RESTRICTIONS**

WHEREAS, in reviewing the Parking Restriction Index, discrepancies within the Index and with what is and is not posted on said street were found;

WHEREAS, this ordinance was reviewed by the Public Works Committee and is recommended for adoption by said committee; and,

**The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, does ordain as follows:**

SECTION 1: Whitewater Municipal Code 11.16.150 Street Index of Parking Restrictions is hereby amended to read as follows:

|          | Street         | Area Restricted  | Code Reference   | Restriction                       |
|----------|----------------|--|------------------|-----------------------------------|
| <u>W</u> | <u>A Ct</u>    | <u>Both sides</u>  | <u>11.16.080</u> | <u>No parking</u>                 |
| E        | Amber Dr       | North side   | 11.16.080        | No parking                        |
| <u>W</u> | <u>B Ct</u>    | <u>Both sides</u>  | <u>11.16.080</u> | <u>No parking</u>                 |
| W        | Blackhawk Dr   | North side; eastern terminus west 150 feet   | 11.16.080        | No parking                        |
| W        | Blackhawk Dr   | North side; from 25 feet west of rear driveway of 1139 W Main, east to 75 feet east of same rear driveway                | 11.16.080        | No parking                        |
| W        | Blackhawk Dr   | North side; from 25 feet west of rear driveway of 1173 W Main (McCullough's), east to 25 feet east of same rear driveway | 11.16.080        | No parking                        |
| W        | Blackhawk Dr   | North side of circle at east terminus  | 11.16.080        | No parking                        |
| W        | Blackhawk Dr   | South side; from Elizabeth, east to 25 feet from eastern terminus  | 11.16.080        | No parking                        |
| W        | Blackhawk Dr   | South side; 25 feet south and 25 feet west of eastern terminus   | 11.16.031        | Fifteen-minute parking            |
| W        | Bloomington Dr | Both sides, commencing at the intersection of Tratt and Bloomington, thence east   | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m. |
| E        | Bluff Rd       | North side; from E Main Street to Howard Road  | 11.16.080        | No parking 2:00 a.m. to 5:00 a.m. |
| E        | Bluff Rd       | North side; from Elkhorn Road to E Main Street   | 11.16.080        | No parking                        |
| E        | Bluff Rd       | South side; from Elkhorn Road to Howard Road   | 11.16.080        | No parking                        |

ORDINANCE NO. 2025-O-26

|              |                      |   |                      |   |
|--------------|----------------------|---|----------------------|---|
| S            | Boone Ct             | West side; from W Center, north to the northern terminus  | 11.16.080            | No parking  |
| S            | Boone Ct             | East side; from W Center, north to the northern terminus  | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m.   |
| S            | Boone Ct             | East side from Center, north to northern terminus   | 11.16.120            | No parking 8:00 a.m. to 4:00 p.m., except Saturday, Sunday and holidays                   |
| S            | Boone Ct             | West side; from W Center, south to W High   | 11.16.080            | No parking  |
| S            | Boone Ct             | East side; from W Center, south to W High   | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m.   |
| W            | Caine St             | North side of street from its intersection with South Franklin Street to its intersection with Gault Street | 11.16.080            | No Parking  |
| W            | Caine St             | South side of street from its intersection with South Franklin Street to its intersection with Gault Street | 11.16.090            | No Parking 2:00 a.m. to 5:00 a.m.   |
| W            | Carriage Dr          | Both sides; from N Tratt, west to the western terminus  | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m.   |
| W            | Center St            | Both sides; from W Whitewater, west to S Fourth   | 11.16.140            | No parking of trucks in excess of 16 feet in length                                       |
| <del>W</del> | <del>Center St</del> | <del>Both sides; Whitewater Street to 2<sup>nd</sup> Street</del>   | <del>11.16.090</del> | <del>No parking 2:00 a.m. to 5:00 a.m.</del>  |
| <del>W</del> | <del>Center St</del> | <del>North side; from S Church Street west to S Franklin Street</del>                                       | <del>11.16.080</del> | <del>No parking</del>   |
| W            | Center St            | North side; from S Fourth Street west to S Franklin Street  | 11.16.080            | No parking  |
| <del>W</del> | <del>Center St</del> | <del>North side; from S Church, west to S Franklin</del>  | <del>11.16.080</del> | <del>No parking</del>   |
| W            | Center St            | North side; from Boone Ct, west to S Prairie St   | 11.16.10011.16.090   | No Parking except Saturdays, Sundays, and Holidays; and No parking 2:00 a.m. to 5:00 a.m. |
| W            | Center St            | North side; first parking stall west of W. Whitewater St  |                      | Fifteen-minute parking limitation.  |
| <del>W</del> | <del>Center St</del> | <del>North side; 60 feet west of west curb line of Whitewater Street to 2<sup>nd</sup> Street</del>         | <del>11.16.075</del> | <del>Two-hour parking</del>   |

ORDINANCE NO. 2025-O-26

|              |                      |  |                      |  |
|--------------|----------------------|--|----------------------|--|
| <u>W</u>     | <u>Center St</u>     | <u>North side; 2<sup>nd</sup> Street to 100 feet west of west curb line of 2<sup>nd</sup> Street</u>           | <u>11.16.075</u>     | <u>Two-hour parking</u>                  |
| <u>W</u>     | <u>Center St</u>     | <u>North side; 2<sup>nd</sup> Street to 100 feet west of west curb line of 2<sup>nd</sup> Street</u>           | <u>11.16.090</u>     | <u>No parking 2:00 a.m. to 5:00 a.m.</u> |
| <u>W</u>     | <u>Center St</u>     | <u>North side; Fremont St to 95 east of east curb line of Fremont St</u>                                       | <u>11.16.075</u>     | <u>Two-hour parking</u>                  |
| <u>W</u>     | <u>Center St</u>     | <u>North side; Fremont St to 95 east of east curb line of Fremont St</u>                                       | <u>11.16.090</u>     | <u>No parking 2:00 a.m. to 5:00 a.m.</u> |
| <u>W</u>     | <u>Center St</u>     | <u>North side; Fremont St to Fourth St</u>   | <u>11.16.080</u>     | <u>No parking</u>                        |
| W            | Center St            | South side; one disabled stall in front of 219 Center  | 11.16.080            | No parking                               |
| W            | Center St            | North side; from S Prairie St west to Summit Street  | 11.16.080            | No Parking                               |
| W            | Center St            | North side; from N Franklin St west to Boone Ct  | 11.16.080            | No Parking                               |
| W            | Center St            | South side; six stalls in front of 213 Center (Post Office)  | 11.16.031            | Fifteen-minute parking                   |
| <u>W</u>     | <u>Center St</u>     | <u>South side; parking stalls in front of 201, 203, and 205 Center St</u>                                      | <u>11.16.075</u>     | <u>Two-hour parking</u>                  |
| <u>W</u>     | <u>Center St</u>     | <u>South side; parking stalls in front of 201, 203, and 205 Center St</u>                                      | <u>11.16.090</u>     | <u>No parking 2:00 a.m. to 5:00 a.m.</u> |
| W            | Center St            | South side; from a point 115 feet east of curblin of Church Street for 120 feet to the east                    | 11.16.075            | Two-hour parking                         |
| <u>W</u>     | <u>Center St</u>     | <u>South side; form a point 115 feet east of curb line of Church Street for 120 feet to the east</u>           | <u>11.16.090</u>     | <u>No parking 2:00 a.m. to 5:00 a.m.</u> |
| W            | Center St            | South side; from a point 25 feet east of curblin of Church Street  |                      | Disabled parking                         |
| <del>W</del> | <del>Center St</del> | <del>South side; 25 feet from the east curblin of S Fourth Street for a distance of 130 feet to the east</del> | <del>11.16.075</del> | <del>Two-hour parking</del>              |
| W            | Center St            | South side; 25 feet from the west curblin of S Fremont Street for a distance of 75 feet to the west            | 11.16.070            | Two-hour parking                         |
| <u>W</u>     | <u>Center St</u>     | <u>South side; 25 feet from the west curb line of S Fremont Street for a distance of 75 feet to the west</u>   | <u>11.16.090</u>     | <u>No parking 2:00 a.m. to 5:00 a.m.</u> |
| <del>W</del> | <del>Center St</del> | <del>South side; 25 feet from the west curblin of S Fourth Street</del>  | <del>11.16.080</del> | <del>No Parking</del>                    |
| W            | Center St            | South side; from Church Street west to S Summit Street;  | 11.16.080            | No parking                               |
| <u>W</u>     | <u>Center St</u>     | <u>South side; Whitewater St to 2<sup>nd</sup> St</u>  | <u>11.16.070</u>     | <u>Two-hour parking</u>                  |

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|          |                  |  |                  |  |
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| <u>W</u> | <u>Center St</u> | <u>South side; Fourth St to a point 140 feet west of the west curb line of Fourth St</u> | <u>11.16.080</u> | <u>No parking</u>                        |
| <u>W</u> | <u>Center St</u> | <u>South side; 25 feet from the east curb line of Fourth St, east 165 feet</u>           | <u>11.16.145</u> | <u>Permit parking area</u>               |
| S        | Church St        | East side; from W Whitewater St, north to W Center                                       | 11.16.080        | No parking                               |
| S        | Church St        | Both sides; from W Main, south to W Center   | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m.        |
| S        | Church St        | West side, from Center Street to Forest Street   | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m.        |
| S        | Clark St         | West side; from curblin of W Walworth to curblin of W Caine Street                       | 11.16.080        | No parking                               |
| E        | Clay St          | North side; from S Green, east to S Dann   | 11.16.080        | No parking                               |
| <u>E</u> | <u>Clay St</u>   | <u>North side; 80 feet east and west from the centerline of Rice St</u>                  | <u>11.16.080</u> | <u>No parking</u>                        |
| <u>E</u> | <u>Clay St</u>   | <u>North side; 80 feet east and west from the centerline of Taft St</u>                  | <u>11.16.080</u> | <u>No parking</u>                        |
| <u>E</u> | <u>Clay St</u>   | <u>North side; 80 feet east and west from the centerline of Bishop St</u>                | <u>11.16.080</u> | <u>No parking</u>                        |
| <u>E</u> | <u>Clay St</u>   | <u>North side; 65 feet east and 150 feet west from centerline of S. Newcomb St</u>       | <u>11.16.080</u> | <u>No parking</u>                        |
| <u>E</u> | <u>Clay St</u>   | <u>North side; Dann St to a point 70 feet east of the east curb line of Dann St</u>      | <u>11.16.080</u> | <u>No parking</u>                        |
|          | Coburn Ln        | Both sides; from S Wisconsin, east to the entrance of Trippe Lake Park parking lot       | 11.16.080        | No parking                               |
| E        | Commercial Ave   | Entire Street  | 11.16.080        | No parking                               |
| W        | Conger St        | South side; from west curblin of Summit St west for a distance of 256 feet               | 11.16.090        | No Parking 2:00 a.m. to 5:00 a.m.        |
| W        | Conger St        | South side; from the east curblin of Whiton, east, for a distance of 160 feet            | 11.16.080        | No Parking                               |
| W        | Conger St        | South side; from S Whiton west to S Prince   | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m.        |
| <u>W</u> | <u>Conger St</u> | <u>North side; from S Summit, west to S Prince</u>                                       | <u>11.16.090</u> | <u>No parking 2:00 a.m. to 5:00 a.m.</u> |

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|          |                  |   |                  |  |
|----------|------------------|---|------------------|--|
| W        | Conger St        | South side; from S Prince St west to S Whiton St  | 11.16.120        | No parking 8:00 a.m. to 4:00 p.m., except Saturday, Sunday and holidays        |
| <u>W</u> | <u>Conger St</u> | <u>North side; S Summit to Whiton St</u>  | <u>11.16.090</u> | <u>No parking 2:00 a.m. to 5:00 a.m.</u>                                       |
| <u>W</u> | <u>Conger St</u> | <u>North side; Whiton St to Prince St</u>   | <u>11.16.080</u> | <u>No parking</u>  |
| S        | Cottage St       | East side; from the south curblin of W Main, south to a point 35 feet south   | 11.16.080        | No parking   |
| S        | Cottage St       | East side; from north curblin of the side yard driveway at 727 W Center, north to a point 35 feet north                                     | 11.16.080        | No parking   |
| S        | Cottage St       | West side; from W Main, south to W Peck   | 11.16.080        | No parking   |
| S        | Cottage St       | East side; from a point 200 feet north of the north curblin of W Center, south to W High  | 11.16.120        | No parking between 8:00 a.m. to 4:00 p.m. except Saturday, Sunday and holidays |
| S        | Cottage St       | East side; from W Main, south to W Peck   | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m.  |
| W        | Court St         | Both sides, entire street   | 11.16.125        | Two-hour parking from 8:00 a.m. to 4:00 p.m. on school days                    |
| N        | Danville St      | West side, from North St, north to its intersection with Cravath Street   | 11.16.080        | No parking   |
| S        | Darcy Ln         | East side   | 11.16.080        | No parking   |
| S        | Elizabeth St     | West side; from a point 115 feet north of the north curblin of W Melrose, south to a point 553 feet south of the north curblin of W Melrose | 11.22.010        | No stopping, standing or parking   |
| S        | Elizabeth St     | East side; along entire frontage of 401 S Elizabeth (Middle School)   | 11.16.080        | No parking   |
| S        | Elizabeth St     | Both sides; from the south curblin of W Main, south to a point 297 feet south   | 11.16.080        | No parking   |
| S        | Elizabeth St     | West side; from Kay St south to W Walworth  | 11.16.080        | No parking   |
| S        | Elizabeth St     | West side; south of Walworth Ave  | 11.16.080        | No parking   |

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|              |                           |   |                      |   |
|--------------|---------------------------|---|----------------------|---|
| S            | Elizabeth St              | Both sides, commencing at intersection with W Highland, thence south to southern terminus                               | 11.16.125            | Two-hour parking from 8:00 a.m. to 4:00 p.m. except Saturdays, Sundays, and holidays. |
|              | Elkhorn Rd                | Both sides; from the center of the round-a-bout, south to the City Limits at Sunrise Lane                               | 11.16.080            | No parking  |
|              | Elkhorn Rd                | West side; from the north property line of W8239 Elkhorn Road, north to the City Limits south of Sunrise Lane           | 11.16.080            | No parking  |
| E            | Endeavor Dr               | Both sides; from Prospect Dr to the east terminus   | 11.16.080            | No parking  |
|              | Enterprise Blvd           | Both sides; from N Newcomb to Prospect Dr   | 11.16.080            | No parking  |
| N            | Esterly Ave               | East side; from the crosswalk at W Main, north to a point 60 feet north   | 11.16.080            | No parking  |
| N            | Esterly Ave               | East side; from the crosswalk at W Starin, south to a point 60 feet south   | 11.16.080            | No parking  |
| N            | Esterly Ave               | West side; from W Main, north to W Starin   | 11.16.080            | No parking  |
| N            | Esterly Ave               | East side; from a point 60 feet north of the W Main crosswalk, north to a point 60 feet south of the W Starin crosswalk | 11.16.120            | No parking between 8:00 a.m. to 4:00 p.m. except Saturday, Sunday and holidays        |
| E            | Executive Dr              | Both sides; from N Newcomb, east to Universal   | 11.16.080            | No parking  |
| N            | First (1st) St            | Both sides; from W North, south to Main Street (Old Hwy 12)   | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m.   |
|              |                           |   | 11.16.075            | Two-hour parking  |
|              |                           |   | 11.16.140            | No parking of trucks in excess of 16 feet in length                                   |
| <del>N</del> | <del>First (1st) St</del> | <del>West side; from the north curblane of Main St north for 120 feet</del>   | <del>11.16.145</del> | <del>Permit parking area</del>  |
| <del>N</del> | <del>First (1st) St</del> | <del>East side; in front of the building at 117 N First</del>   | <del>11.16.080</del> | <del>No parking</del>   |
| <del>N</del> | <del>First (1st) St</del> | <del>West side; Main St to North St</del>   | <del>11.16.145</del> | <del>Permit parking area</del>  |

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|          |                        |   |                  |   |
|----------|------------------------|---|------------------|---|
| S        | First (1st) St         | Both sides; from Main St (Old Hwy 12), to W Center  | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m.                   |
|          |                        |   | 11.16.075        | Two-hour parking                                    |
|          |                        |   | 11.16.140        | No parking of trucks in excess of 16 feet in length |
| W        | Florence St            | North side; from N Prince, west to N Tratt  | 11.16.080        | No parking  |
| W        | Florence St            | North side; from the west curblane of N Hyer, east to a point 90 feet east                                  | 11.16.080        | No parking  |
| W        | Florence St            | South side; from N Prince west to N Tratt   | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m.                   |
| <u>W</u> | <u>Florence St</u>     | <u>South side; from east curb line of Lindsey Ct east 45 feet</u>   | <u>11.16.080</u> | <u>No parking</u>                                   |
| W        | Florence St            | Both sides; from N Tratt, west to the western terminus  | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m.                   |
| N        | Fonda St               | East side of entire street  | 11.16.080        | No parking  |
| W        | Forest Ave             | Both sides; from S Fremont, west to a point 160 feet west   | 11.16.080        | No parking  |
| W        | Forest Ave             | North side; from S Fourth, west to S Church   | 11.16.080        | No parking  |
| S        | Fourth (4th) St        | West side; first 2 stalls south of W Main St  |                  | Handicapped parking Sundays only                    |
| <u>S</u> | <u>Fourth (4th) St</u> | <u>Both sides; from W Main, south to W Whitewater St</u>  | <u>11.16.090</u> | <u>No parking 2:00 a.m. to 5:00 a.m.</u>            |
| <u>S</u> | <u>Fourth (4th) St</u> | <u>East side; from its intersection with West Whitewater St, The first 11 parking stalls</u>                | <u>11.16.145</u> | <u>Permit parking area</u>                          |
| <u>S</u> | <u>Fourth (4th) St</u> | <u>East side; from its intersection with Forest Ave, south the first 11 parking stalls</u>                  | <u>11.16.145</u> | <u>Permit parking area</u>                          |
| S        | Fourth (4th) St        | East side; from its intersection with West Forest Ave parking stalls, not including the permit parking area | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m.                   |
| S        | Fourth (4th) St        | East side; from its intersection with West Center St south to its intersection with Forest St               | 11.16.080        | No parking  |
| S        | Fourth (4th) St        | West side; from its intersection with Forest St south to its intersection with West Whitewater St           | 11.16.080        | No parking  |



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|          |                        |   |                  |   |
|----------|------------------------|---|------------------|---|
| <u>S</u> | <u>Fourth (4th) St</u> | <u>West side; Main St to Forest Ave</u>   | <u>11.16.090</u> | <u>No parking 2:00 a.m. to 5:00 a.m.</u>                            |
| <u>S</u> | <u>Fourth (4th) St</u> | <u>East side; Main St to Center St</u>  | <u>11.16.090</u> | <u>No parking 2:00 a.m. to 5:00 a.m.</u>                            |
|          | Foxglove Ln            | East side; from curblane of Blooming Field Dr to curblane of Tratt St   | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m.                                   |
|          | Foxglove Ln            | West side; from curblane of Blooming Field Dr to curblane of Tratt St   | 11.16.080        | No parking  |
| N        | Franklin St            | East side; from the north curblane of W Main St, north to a point 102 feet north                                  | 11.16.080        | No parking  |
| N        | Franklin St            | West side; from W Main, north to W Starin   | 11.16.080        | No parking  |
| S        | Franklin St            | Both sides; from W Main, south to S Janesville  | 11.16.080        | No parking  |
| N        | Fraternity Ln          | East side from a point 95 feet south of the right-of-way line for Court A for a distance of 50 feet to the south. | 11.16.080        | No parking<br>Wednesday 5 a.m.—Noon                                 |
| N        | Fraternity Ln          | West side from W Florence St to Main St   | 11.16.080        | No parking  |
| N        | Fraternity Ln          | Both sides: from W Florence St to W Main St   | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m.                                   |
| <u>N</u> | <u>Fraternity Ln</u>   | <u>Both sides; W Florence St north to termini</u>   | <u>11.16.090</u> | <u>No parking 2:00 a.m. to 5:00 a.m.</u>                            |
|          | <u>Fremont St</u>      | <u>Both sides; from W Ann, north to the city limits</u>   | <u>11.16.090</u> | <u>No parking 2:00 a.m. to 5:00 a.m.</u>                            |
| N        | Fremont St             | Both sides; from W Main, north to the city limits   | 11.16.080        | No parking  |
| S        | Fremont St             | West side; from W Forest, north to W Center   | 11.16.080        | No parking  |
| S        | Fremont St             | East side; from W Whitewater, north to W Main   | 11.16.080        | No parking  |
| S        | Fremont St             | West side; from the point commencing 35 feet south of the south curblane of W Forest, to a point 135 feet south   |                  | Fifteen-minute parking Monday through Friday 8:00 a.m. to 5:00 p.m. |
| S        | Fremont St             | West side; from W Main to Center St   | 11.16.075        | Two-hour parking  |

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|              |                       |   |                      |  |
|--------------|-----------------------|---|----------------------|--|
| S            | Fremont St            | Both sides; from the south curblane of Whitewater St south to its intersection with James St  | 11.16.075            | Two-hour parking                             |
| <del>S</del> | <del>Fremont St</del> | <del>West side; from the south curblane of Whitewater St south to its intersection with James St</del>  | <del>11.16.145</del> | <del>Permit parking area</del>               |
| <del>S</del> | <del>Fremont St</del> | <del>Both sides; Whitewater St to Ann St</del>  | <del>11.16.090</del> | <del>No parking 2:00 a.m. to 5:00 a.m.</del> |
| <del>S</del> | <del>Fremont St</del> | <del>West side; Main St to Center St</del>  | <del>11.16.090</del> | <del>No parking 2:00 a.m. to 5:00 a.m.</del> |
| <del>S</del> | <del>Fremont St</del> | <del>West side; Forest Ave to Whitewater St</del>   | <del>11.16.090</del> | <del>No parking 2:00 a.m. to 5:00 a.m.</del> |
| S            | Gault St              | Both sides; from its intersection with Harper St to its intersection with Caine St  | 11.16.080            | No parking                                   |
|              | George St             | East side; from the north curblane of W North St to the southernmost arc of the cul-de-sac  | 11.16.080            | No parking                                   |
| N            | George St             | West side; from the north curblane of W North St to a point 360 feet north  | 11.16.080            | No parking                                   |
|              | George St             | Along the arced curblane of the cul-de-sac from the east side of the multi-use path to the north side of the driveway serving 302/304 George St   | 11.16.080            | No parking                                   |
| <del>N</del> | <del>Harmony Ln</del> | <del>Parking area on north side of Harmony Dr and north side from Tratt St west curblane, begin at a point 317 feet east and continuing to parking area on south side of Harmony Dr</del> | <del>11.16.080</del> | <del>No parking</del>                        |
| <del>S</del> | <del>Harmony Ln</del> | <del>East side; commencing at a point 205 feet northeast of the north curb line of Tratt Street to Harmony Dr</del>   | <del>11.16.080</del> | <del>No parking</del>                        |
| <del>S</del> | <del>Harmony Ln</del> | <del>West side; commencing at a point 360 feet northeast of the north curb line of Tratt Street to Harmony Dr</del>   | <del>11.16.080</del> | <del>No parking</del>                        |
| <del>N</del> | <del>Harmony Dr</del> | <del>Both sides; commencing at a point 295 feet northeast of the north curb line of Tratt Street to S Harmony Ln</del>  | <del>11.16.080</del> | <del>No parking</del>                        |

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|              |                          |   |                      |                                   |
|--------------|--------------------------|---|----------------------|-----------------------------------|
|              | High St                  | Both sides; from S Janesville, west to S Summit   | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m. |
| W            | Highland St              | Both sides; from S Summit, west to S Prince   | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m. |
| W            | Hillview Dr              | Both sides; from N Walton, east to the eastern terminus   | 11.16.080            | No parking                        |
| N            | Hyer Ln                  | West side; from the south curblane of W Florence, south to a point 70 feet south                | 11.16.080            | No parking                        |
| N            | Hyer Ln                  | Both sides; from W Salisbury, north to W Florence   | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m. |
|              | Indian Mound Pkwy        | West side; from the north curblane of W Walworth, north to a point 262 feet north               | 11.16.080            | No parking                        |
|              | Indian Mound Pkwy        | East side; from the north curblane of W Walworth, north to a point 253 feet north               | 11.16.080            | No parking                        |
|              | Indian Mound Pkwy        | East side; from the south curblane of W Main, south to a point 373 feet south                   | 11.16.080            | No parking                        |
|              | Indian Mound Pkwy        | West side; from the south curblane of W Main, south to a point 329 feet south                   | 11.16.080            | No parking                        |
|              | Industrial Dr            | Both sides; from E Commercial, north to Universal   | 11.16.080            | No parking                        |
|              | Innovation Dr.           | Both sides, from Technology Dr to east terminus   | 11.16.080            | No parking                        |
| S            | Janesville St            | Both sides; from S Franklin, south to W Walworth  | 11.16.080            | No parking                        |
| <del>S</del> | <del>Janesville St</del> | <del>East side; from the south curblane of W Walworth St, south to a point 216 feet south</del> | <del>11.16.080</del> | <del>No parking</del>             |
| <del>S</del> | <del>Janesville St</del> | <del>East side; from Walworth Ave to Putnam St</del>  | <del>11.16.080</del> | <del>No parking</del>             |
| S            | Janesville St            | West side; from the south curblane of W Walworth, south to a point 173 feet south               | 11.16.080            | No parking                        |
| N            | Jefferson St             | East side; from the south curblane of E North, south to a point 35 feet south                   | 11.16.080            | No parking                        |
| N            | Jefferson St             | East side; from the north curblane of E Main, north to a point 135 feet north                   | 11.16.080            | No parking                        |

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|              |                          |  |                      |   |
|--------------|--------------------------|--|----------------------|---|
| N            | Jefferson St             | Both sides; from E Main St, north to Cravath St  | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m.   |
| W            | Kay St                   | Both sides, entire street  | 11.16.125            | Two-hour parking 8:00 a.m. to 4:00 p.m. on school days                                    |
|              | Kylee Way                | East side  | 11.16.080            | No parking  |
| E            | Lake View Dr             | North and east side  | 11.16.080            | No parking  |
| <del>W</del> | <del>Lauderdale Dr</del> | <del>North side; from N Prairie, west to the western terminus and southerly to include both sides of extension to Calvary Cemetery</del> | <del>11.16.080</del> | <del>No parking</del>   |
| <del>W</del> | <del>Lauderdale Dr</del> | <del>South side; from N Prairie, west to the western terminus</del>  | <del>11.16.090</del> | <del>No parking 2:00 a.m. to 5:00 a.m.</del>  |
| <del>W</del> | <del>Lauderdale Dr</del> | <del>South side; from N Prairie Street, thence west 212 feet</del>   | <del>11.16.080</del> | <del>No parking</del>   |
| W            | Laurel St                | Both sides, entire street  | 11.16.125            | Two-hour parking 8:00 a.m. to 4:00 p.m. on school days                                    |
| N            | Lindsey Ct               | East side; from the south curblin of W Florence, south to a point 403 feet south   | 11.16.080            | No parking  |
| N            | Lindsey Ct               | Along the arced curblin of the cul-de-sac at the southern terminus   | 11.16.080            | No parking  |
| N            | Lindsey Ct               | West side; from W Florence, south to cul-de-sac  | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m.   |
| <del>E</del> | <del>Main St</del>       | <del>North side; from N Harris St to Fonda St</del>  | <del>11.16.120</del> | <del>No parking between 8:00 a.m. to 4:00 p.m. except Saturday, Sunday and holidays</del> |
| <del>E</del> | <del>Main St</del>       | <del>South side; Angle parking east of Newcomb St</del>  | <del>11.16.090</del> | <del>No parking 2:00 a.m. to 5:00 a.m.</del>  |
| <del>E</del> | <del>Main St</del>       | <del>North side; Fonda St to 350 feet east of the east curb line of Fonda St</del>   | <del>11.16.080</del> | <del>No parking</del>   |
| W            | Main St                  | North side; from a point 70 feet west of the west edge of the Whitewater Creek bridge, west to a point 268 feet west                     | 11.16.080            | No parking  |
| W            | Main St                  | South side; from the curblin of S Fremont east to a point 94 feet east; east to S Second   | 11.16.070            | Two-hour parking  |

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|              |                       |   |                      |   |
|--------------|-----------------------|---|----------------------|---|
| <u>W</u>     | <u>Main St</u>        | <u>First parking stall east of Fremont St</u>   | <u>11.16.135</u>     | <u>No parking – Loading zone</u>                                  |
| W            | Main St               | North side; from Second west to N Fremont   | 11.16.080            | No parking  |
| W            | Main St               | Both sides; from Fremont, west the city limits  | 11.16.080            | No parking  |
| W            | Main St               | Both sides; from the Whitewater Creek bridge, west to Fourth  | 11.16.140            | No parking of trucks in excess of 16 feet in length               |
| W            | Main St               | North side; commencing at a point 120 feet east of Whiton Street, continuing easterly to a point 330 feet east of Whiton Street | 11.16.031            | Fifteen-minute parking  |
| <del>W</del> | <del>Main St</del>    | <del>Both sides; from Fremont to Whitewater</del>   | <del>11.16.070</del> | <del>Two-hour parking</del>                                       |
| <u>W</u>     | <u>Main St</u>        | <u>Both sides; 2nd St to Whitewater St</u>  | <u>11.16.070</u>     | <u>Two hour parking</u>   |
| W            | Main St               | Both sides; from Fremont, to W Whitewater St  | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m.                                 |
| E            | Main St               | South side; from 300 feet west of the west curb line of N Fonda to S Newcomb St   | 11.16.080            | No parking  |
| E            | Main St               | South side; from W Whitewater St to E Milwaukee St  | 11.16.080            | No parking  |
| E            | Main St               | North side; from W Whitewater St to N Fonda St  | 11.16.080            | No parking  |
| <del>W</del> | <del>Melrose St</del> | <del>Both sides, entire street</del>  | <del>11.16.125</del> | <del>Two-hour parking 8:00 a.m. to 4:00 p.m. on school days</del> |
| <u>W</u>     | <u>Melrose St</u>     | <u>Both sides; from west curb line of Elizabeth St, west 140 feet</u>   | <u>11.16.080</u>     | <u>No parking</u>   |
| <u>W</u>     | <u>Melrose St</u>     | <u>Both sides; from 140 feet west of west curb line of Elizabeth St to Pleasant St</u>  | <u>11.16.125</u>     | <u>Two hour parking 8:00 a.m. to 4:00 p.m. on school days</u>     |
| E            | Milwaukee St          | South side; from the west property line of 617 E. Milwaukee Street to S. Newcomb Street   | 11.16.080            | No parking  |
| E            | Milwaukee St          | North side; from S. Newcomb Street west to the east property line of 624 E. Milwaukee Street                                    | 11.16.080            | No parking  |
| E            | Milwaukee St          | South side; from the east curbline of S. Newcomb Street, east to a point 260 feet east  | 11.16.080            | No parking  |

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| E            | Milwaukee St        | North side; from the east side stopbar at S. Newcomb Street for westbound traffic, east to a point 165 feet east  | 11.16.080            | No parking                                   |
| E            | Milwaukee St        | South side around S. Taft Street; from 20 feet east of the west property line of 757 E. Milwaukee Street to 90 feet west of the east property line of 803 E. Milwaukee Street | 11.16.080            | No parking                                   |
| E            | Milwaukee St        | North side around S. Taft Street; from 20 feet east of the west property line of 757 E. Milwaukee Street, east to a point 140 east  | 11.16.080            | No parking                                   |
| E            | Milwaukee St        | South side around S. Rice Street; from 170 feet east of the west property line of 841 E. Milwaukee Street, east to a point 285 feet east                                      | 11.16.080            | No parking                                   |
| E            | Milwaukee St        | North side around S. Willard Street; from 45 feet west of the west property line of 844 E. Milwaukee Street, east to a point 310 feet east                                    | 11.16.080            | No parking                                   |
| E            | Milwaukee St        | Both sides; from the center of the round-a-bout, north to a point 330 feet north  | 11.16.080            | No parking                                   |
| S            | Moraine View Pkwy   | Both sides, from Bluff Rd south to terminus   | 11.16.080            | No parking                                   |
| N            | Newcomb St          | Both sides; from E Milwaukee, north to the city limits  | 11.16.080            | No parking                                   |
| E            | North St            | Both sides; from N Jefferson Street, east to Cherry St  | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m.            |
| E            | North St            | North side; from N Fonda, west to N Wakely  | 11.16.080            | No parking                                   |
| <del>W</del> | <del>North St</del> | <del>North side; from W Main, to 70 feet east to N First</del>  | <del>11.16.080</del> | <del>No parking</del>                        |
| <del>W</del> | <del>North St</del> | <del>Both sides; from George St to Jefferson St</del>   | <del>11.16.090</del> | <del>No parking 2:00 a.m. to 5:00 a.m.</del> |
| <del>W</del> | <del>North St</del> | <del>North side; starting 200 feet west of Jefferson St for a distance of 330 feet west</del>   | <del>11.16.070</del> | <del>Two-hour parking</del>                  |
| <del>W</del> | <del>North St</del> | <del>South side; starting 140 feet east of First St; thence east to Jefferson St</del>  | <del>11.22.010</del> | <del>No stopping, standing or parking</del>  |

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|          |                     |   |                  |  |
|----------|---------------------|---|------------------|--|
| <u>E</u> | <u>North St</u>     | <u>South side; from 140 feet east of east curb line of 1st St to Jefferson St</u>                               | <u>11.22.010</u> | <u>No stopping, standing, or parking</u>   |
| <u>E</u> | <u>North St</u>     | <u>North side; From west curb line of Jefferson St, west 265 feet</u>   | <u>11.16.080</u> | <u>No parking</u>  |
| <u>E</u> | <u>North St</u>     | <u>North side; 265 feet west of west curb line of Jefferson St, west 300 feet</u>                               | <u>11.16.070</u> | <u>Two hour parking</u>  |
| <u>E</u> | <u>North Street</u> | <u>North side; 265 feet west of west curb line of Jefferson St, west 300 feet</u>                               | <u>11.16.090</u> | <u>No parking 2:00 a.m. to 5:00 a.m.</u>   |
| <u>W</u> | <u>North St</u>     | <u>North side; W Main St to 290 feet east of east curb line of George St</u>                                    | <u>11.16.080</u> | <u>No parking</u>  |
| W        | North St            | South side; from W Main, east to George St  | 11.16.080        | No parking   |
| <u>W</u> | <u>North St</u>     | <u>South side; 20 feet east of east curb line of George Street to 140 feet east of east curb line of 1st St</u> | <u>11.16.070</u> | <u>Two hour parking</u>  |
| <u>W</u> | <u>North St</u>     | <u>South side; 20 feet east of east curb line of George Street to 140 feet east of east curb line of 1st St</u> | <u>11.16.090</u> | <u>No parking 2:00 a.m. to 5:00 a.m.</u>   |
| N        | Park St             | East side; from W North, north to W Starin  | 11.16.080        | No parking   |
| N        | Park St             | West side; from north curblane of W North St, north to a point 100 feet north                                   | 11.16.080        | No parking   |
| E        | Parkside Dr         | North side  | 11.16.080        | No parking   |
| W        | Peck St             | North side; from S Summit, to S Whiton  | 11.16.080        | No parking   |
| W        | Peck St             | Both sides; from S Janesville, to S Prairie   | 11.16.080        | No parking   |
| W        | Peck St             | Both sides; from S. Prince Street, to the east curb line of Greenhouse Lane                                     | 11.22.010        | No stopping, standing or parking 7:00 a.m. to 4:30 p.m. during scheduled school days |
| W        | Peck St             | North side; between S Prairie Street and Summit St  | 11.16.080        | No parking   |
| S        | Pleasant St         | Both sides, from Walworth Ave to Melrose St   | 11.16.125        | Two-hour parking 8:00 a.m. to 4:00 p.m. on school days                               |

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|              |                       |  |                      |   |
|--------------|-----------------------|--|----------------------|---|
| N            | Prairie St            | Both sides; from the north curbline of Starin Road to Lauderdale Drive   | 11.16.080            | No parking                                      |
| <del>N</del> | <del>Prairie St</del> | <del>Both sides; from W Starin, to Main St (Old Hwy 12)</del>  | <del>11.16.090</del> | <del>No parking 2:00 a.m. to 5:00 a.m.</del>    |
| <del>N</del> | <del>Prairie St</del> | <del>West side; from the north curbline of W Main, north to a point 200 feet north</del>                                     | <del>11.16.080</del> | <del>No parking</del>                           |
| <del>N</del> | <del>Prairie St</del> | <del>West side; first legal parking stall north and south of south driveway to UWW Parking Lot 12</del>                      | <del>11.16.130</del> | <del>No parking except for motorcycles</del>    |
| <del>N</del> | <del>Prairie St</del> | <del>West side; 60 feet north and south of the centerline of the south driveway to UWW Parking Lot 12</del>                  | <del>11.16.080</del> | <del>No parking</del>                           |
| <del>N</del> | <del>Prairie St</del> | <del>West side; first legal parking stall north and south of north driveway to UWW Parking Lot 12</del>                      | <del>11.16.130</del> | <del>No parking except for motorcycles</del>    |
| <del>N</del> | <del>Prairie St</del> | <del>West side; 54 feet north and south of centerline of north driveway to UWW Parking Lot 12</del>                          | <del>11.16.080</del> | <del>No parking</del>                           |
| <del>N</del> | <del>Prairie St</del> | <del>West side; 28 feet north and south of centerline of the driveway at 164 N Prairie</del>                                 | <del>11.16.080</del> | <del>No parking</del>                           |
| <del>N</del> | <del>Prairie St</del> | <del>West side; first legal parking stall south of driveway to UWW Parking Lot 13 and the stall between the lot drives</del> | <del>11.16.130</del> | <del>No parking except for motorcycles</del>    |
| <del>N</del> | <del>Prairie St</del> | <del>West side; 27 feet north and 27 feet south of two drives to UWW Parking Lot 13</del>                                    | <del>11.16.080</del> | <del>No parking</del>                           |
| <del>N</del> | <del>Prairie St</del> | <del>West side; 68 feet north and 61 feet south of centerline of driveway to UWW Parking Lot 14</del>                        | <del>11.16.080</del> | <del>No parking</del>                           |
| <del>N</del> | <del>Prairie St</del> | <del>West side; first legal parking stall north and south of driveway to UWW Parking Lot 14</del>                            | <del>11.16.130</del> | <del>No parking except for motorcycles</del>    |
| <del>N</del> | <del>Prairie St</del> | <del>West side; from W Main St to 170 feet north of north curb line of W Main St</del>                                       | <del>11.16.080</del> | <del>No parking</del>                           |
| <del>N</del> | <del>Prairie St</del> | <del>West side; from 170 feet north of north curb line of W Main St to Starin Road</del>                                     |                      | <del>University Whitewater permit parking</del> |
| N            | Prairie St            | East side; from W Main, north to W Starin  | 11.16.080            | No parking                                      |



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|              |                      |  |                      |   |
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| S            | Prairie St           | Both sides; from the south curblin<br>of W Main, south to a point 91 feet<br>south   | 11.16.080            | No parking  |
| S            | Prairie St           | East side; from a point 91 feet<br>south of the south curblin of W<br>Main, south to W Center                                  | 11.16.100            | No parking except<br>Saturday, Sunday<br>and holidays   |
| S            | Prairie St           | West side; from W Center, south to<br>W High   | 11.16.120            | No parking between<br>8:00 a.m. to 4:00<br>p.m., except<br>Saturday, Sunday<br>and holidays         |
| S            | Prairie St           | Both sides; from Main St (Old Hwy<br>12), to W Peck  | 11.16.090            | No parking 2:00<br>a.m. to 5:00 a.m.  |
| <del>N</del> | <del>Prince St</del> | <del>Both sides; from W Starin, to Main<br/>St (Old Hwy 12)</del>  | <del>11.16.090</del> | <del>No parking 2:00<br/>a.m. to 5:00 a.m.</del>  |
| <del>N</del> | <del>Prince St</del> | <del>Both sides from Main St to Starin<br/>Rd, four hour metered parking in<br/>designated stalls</del>                        | <del>19.51.010</del> | <del>No parking in<br/>accordance to<br/>intersection<br/>visibility<br/>requirement</del>          |
|              |                      | <del>No parking within a certain<br/>distance of curb stop in accordance<br/>to intersection visibility<br/>requirements</del> |                      |   |
|              |                      | <del>Motorcycle Parking: Both sides<br/>from Main St to Starin Rd, in<br/>designated stalls</del>                              | <del>11.16.130</del> | <del>Motorcycle Parking</del>   |
| <del>N</del> | <del>Prince St</del> | <del>Both sides; from W Main St to 190<br/>feet north of north curb line of W<br/>Main St</del>                                | <del>11.16.080</del> | <del>No parking</del>   |
| <del>N</del> | <del>Prince St</del> | <del>Both sides; 190 feet north of north<br/>curb line of W Main St to Starin Rd</del>   |                      | <del>University<br/>Whitewater permit<br/>parking</del>   |
| S            | Prince St            | Both sides; from Main St (Old Hwy<br>12), to W Peck  | 11.16.090            | No parking 2:00<br>a.m. to 5:00 a.m.  |
| S            | Prince St            | Both sides; from the south curb line<br>of W Peck Street thence south 300<br>feet  | 11.22.010            | No stopping,<br>standing or parking<br>7:00 a.m. to 4:30<br>p.m. during<br>scheduled school<br>days |
| S            | Prince St            | Both sides; from W Highland<br>Street, thence south to the south<br>curb line of W Peck Street                                 | 11.22.010            | No stopping,<br>standing or parking<br>7:00 a.m. to 4:30  |

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|              |                      |  |                      |  |
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|              |                      |  |                      | p.m. during scheduled school days  |
| S            | Prince St            | East side; from W Main, south to W Conger  | 11.16.080            | No parking   |
| <del>S</del> | <del>Prince St</del> | <del>West side; from the south curblane of W Main, south 150 feet</del>  | <del>11.16.080</del> | <del>No Parking</del>  |
|              | Prince St            | West Side; from 125 feet south of the south curb line of W. Main St a distance of 45 feet south.   | 11.16.031            | 15 minute parking  |
|              | Prince St            | West Side; from the south curb line of W. Main St, south 100 feet.   | 11.16.080            | No parking   |
| N            | Prospect Dr          | Both sides; from Universal Blvd, north to northern terminus  | 11.16.080            | No parking   |
| S            | Putnam St            | West side; from a point 128 feet south from the south curblane of W Walworth, south(west) to a point 196 feet south(west)                              | 11.16.080            | No parking   |
| S            | Rice St              | East side; from E Milwaukee, south to E Clay   | 11.16.080            | No parking   |
| W            | Salisbury Ln         | Both sides; from N Hyer, west to the western terminus  | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m.  |
| W            | Salisbury Ln         | Both sides; from the western terminus, east to a point 25 east   | 11.16.080            | No parking   |
| <del>S</del> | <del>Scott St</del>  | <del>East side; from a point 158 feet south of the south curb line of W Whitewater Street, south to W Walworth Avenue</del>                            | <del>11.16.120</del> | <del>No parking 8:00 a.m. to 4:00 p.m., except Saturday, Sunday and holidays</del> |
| S            | Scott St             | East side; from the south curblane of W Whitewater, south to a point 158 feet south  | 11.16.080            | No parking   |
| <del>S</del> | <del>Scott St</del>  | <del>East side; from 185 feet south of the south curb line of Whitewater St to a point 300 feet northeast of the north curb line of Walworth Ave</del> | <del>11.16.120</del> | <del>No parking 8:00 a.m. to 4:00 p.m., except Saturday, Sunday and holidays</del> |
| <del>S</del> | <del>Scott St</del>  | <del>East side; from Walworth Ave to a point 300 feet northeast of the north curb line of Walworth Ave</del>   | <del>11.16.080</del> | <del>No parking</del>  |
| S            | Scott St             | West side; from W Whitewater, south to W Walworth  | 11.16.080            | No parking   |
| S            | Second (2nd) St      | Both sides; from Main St (Old Hwy 12), to W Whitewater St  | 11.16.090            | No parking 2:00 a.m. to 5:00 p.m.  |

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|   |                 |   |           |  |
|---|-----------------|---|-----------|--|
|   |                 |   | 11.16.070 | Two-hour parking                                       |
|   |                 |   | 11.16.140 | No parking of trucks in excess of 16 feet in length    |
|   |                 | >West side; adjacent to 202 W. Whitewater St  | 11.16.145 | Permit parking area                                    |
|   |                 | West side; adjacent to 206 Second Street and 201 W. Center St   | 11.16.145 | Permit parking area                                    |
|   |                 | East side; adjacent to 162 W. Whitewater St   | 11.16.145 | Permit parking area                                    |
|   |                 | West side; from the north curblane of W Center, north to a point 15 feet south of the south driveway of 207 West Main | 11.16.080 | No parking   |
| N | Second (2nd) St | Both sides; from Main St (Old Hwy 12) to W North St   | 11.16.090 | No parking 2:00 a.m. to 5:00 pm                        |
|   |                 |   | 11.16.070 | Two-hour parking                                       |
|   |                 |   | 11.16.140 | No parking of trucks in excess of 16 feet in length    |
|   |                 | West side; from the north curblane of Main St north for 100 feet  | 11.16.145 | Permit parking area                                    |
| W | Shaw Ct         | Along the arc of the cul-de-sac at the eastern terminus   | 11.16.080 | No parking   |
| W | Shaw Ct         | South side; from N Walton, east to cul-de-sac at the eastern terminus   | 11.16.080 | No parking   |
| W | South St        | Both sides, commencing at curblane of Elizabeth, thence east 600 feet   | 11.16.125 | Two-hour parking 8:00 a.m. to 4:00 p.m. on school days |
| W | South St        | North side; from the west curblane of S Janesville, west to a point 79 feet west                                      | 11.16.080 | No parking   |
| E | Starin Rd       | Both sides; from Fremont Street to Newcomb St   | 11.16.080 | No parking   |
| W | Starin Rd       | North side; commencing at a point 330 feet east of Warhawk Dr, east to west curblane of Fremont St                    | 11.16.080 | No parking   |
| W | Starin Rd       | North side; commencing at a point 280 feet east of Warhawk Dr; thence easterly to a point 330 feet east of Warhawk Dr | 11.16.135 | No parking-loading zone                                |
| W | Starin Rd       | South side; commencing at a point 430 feet east of Warhawk Dr;  | 11.16.135 | No parking-loading zone                                |

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|   |               |   |           |  |
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|   |               | thence continuing east to a point 490 feet east of Warhawk Dr                                     |           |  |
| W | Starin Rd     | North side; commencing at east curblin of Tratt St, east to a point 280 feet east of Warhawk Dr   | 11.16.080 | No parking   |
| W | Starin Rd     | South side; commencing at east curblin of Tratt St, east to a point 430 feet east of Warhawk Dr   | 11.16.080 | No parking   |
| W | Starin Rd     | South side; commencing at a point 490 feet east of Warhawk Dr, east to west curblin of Fremont St | 11.16.080 | No parking   |
| S | Summit St     | Both sides; from W Highland St, south to W Peck   | 11.16.090 | No parking 2:00 a.m. to 5:00 a.m.  |
| S | Summit St     | East side; W High, north to W Highland St   | 11.16.120 | No parking between 8:00 a.m. to 4:00 p.m. except Saturday, Sunday and holidays |
| S | Summit St     | Both sides; from the south curblin of W Highland, north to W Conger                               | 11.16.080 | No parking   |
| E | Sunset Dr     | North side, commencing at its intersection with Darcy Ln, thence West 160 feet                    | 11.16.080 | No parking   |
|   | Tanner Way    | East side, excepting painted parking spaces located on "bump out"                                 | 11.16.080 | No parking   |
|   | Technology Dr | Both sides; from Universal Blvd to Innovation Dr  | 11.16.080 | No parking   |
| N | Tratt St      | Both sides; from W Main, north to the city limits   | 11.16.090 | No parking 2:00 a.m. to 5:00 a.m.  |
| N | Tratt St      | East side; from W Florence, north to W Starin   | 11.16.100 | No parking except on Saturdays, Sundays and holidays                           |
| N | Tratt St      | East side; north of the north curblin of W Starin, north to a point 90 feet north                 | 11.16.080 | No parking   |
| N | Tratt St      | East side; from the south curblin of S Harmony Ln, south to a point 100 feet south                | 11.16.080 | No parking   |
| N | Tratt St      | East side; from the north curblin of S Harmony Ln, north to a point 100 feet north                | 11.16.080 | No parking   |

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|              |                     |  |                      |                                   |
|--------------|---------------------|--|----------------------|-----------------------------------|
| N            | Tratt St            | East side; from the north curbline of Harmony Dr, north to a point 60 feet north         | 11.16.080            | No parking                        |
| N            | Tratt St            | East side; from the north curbline of Schwager Dr, north to Walton Dr                    | 11.16.080            | No parking                        |
| N            | Tratt St            | Both sides, between Main St and Florence St  | 11.16.080            | No parking                        |
| <del>N</del> | <del>Tratt St</del> | <del>East side; from south curbline of W Starin, south to a point 50 feet south</del>    | <del>11.16.080</del> | <del>No parking</del>             |
| <u>N</u>     | <u>Tratt St</u>     | <u>East side; south curb line of W Starin Rd south 125 feet</u>                          | <u>11.16.080</u>     | <u>No parking</u>                 |
| N            | Tratt St            | West side; from the north curbline of Main St to driveway of 304 N Tratt                 | 11.16.080            | No Parking                        |
| N            | Tratt St            | East side; from the south curbline of N Harmony Ln, south to a point 60 feet south       | 11.16.080            | No parking                        |
| N            | Tratt St            | East side; from the south curbline of Harmony Dr, south to a point 100 feet south        | 11.16.080            | No parking                        |
| N            | Tratt St            | West side; from the driveway between 304 and 320 N Tratt, north to a point 60 feet north | 11.16.080            | No parking                        |
| N            | Tratt St            | West side; 60 feet north and south of driveway at 370 N Tratt                            | 11.16.080            | No parking                        |
| N            | Tratt St            | East side; from the south curbline of Schwager Dr, south to N Harmony Ln                 | 11.16.080            | No parking                        |
| N            | Twelfth (12th) Pl   | East side; from the north curbline of W Main, north to a point 35 feet north             | 11.16.080            | No parking                        |
| N            | Twelfth (12th) Pl   | Both sides; from W Main, north to W Salisbury  | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m. |
| N            | Universal Blvd      | Both sides; from Executive, south and thence east west to eastern terminus               | 11.16.080            | No parking                        |
|              | Walton Dr           | East side; from the north curbline of W Hillcrest, north to point 58 feet north          | 11.16.080            | No parking                        |
|              | Walton Dr           | Along the arc of the cul-de-sac at the northern terminus                                 | 11.16.080            | No parking                        |

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|              |                          |  |                      |  |
|--------------|--------------------------|--|----------------------|--|
|              | Walton Dr                | North side, commencing at the east curblineline of Tratt St, northeast to a point 134 feet northeast     | 11.16.080            | No parking                                       |
|              | Walton Dr                | South side, commencing at the east curblineline of Tratt St, northeast to a point 115 feet northeast     | 11.16.080            | No parking                                       |
|              | Walton Dr                | West side; from W Hillcrest, north to terminus   | 11.16.080            | No parking                                       |
| W            | Walworth Ave             | South side; from the east curblineline of S Elizabeth, east to a point 400 feet east                     | 11.16.080            | No parking                                       |
| W            | Walworth Ave             | South side; from the west curblineline of S Elizabeth, west to a point 1,140 feet west                   | 11.16.080            | No parking                                       |
| <del>W</del> | <del>Walworth Ave</del>  | <del>Both sides; from Woodland Drive to Douglas Ct</del>   | <del>11.16.080</del> | <del>No parking</del>                            |
| <del>W</del> | <del>Walworth Ave</del>  | <del>Both sides; from the west curblineline of S Franklin, west to a point 50 feet west</del>            | <del>11.16.080</del> | <del>No parking</del>                            |
| <del>W</del> | <del>Walworth Ave</del>  | <del>South side; from west edge of the railroad right-of-way west to a point 240 feet west</del>         | <del>11.16.080</del> | <del>No parking</del>                            |
| <del>W</del> | <del>Walworth Ave</del>  | <del>Both sides; from intersection of S Janesville and W Walworth west 165 feet</del>                    | <del>11.16.080</del> | <del>No parking</del>                            |
| S            | Waters Edge Dr           | North and east side  | 11.16.080            | No parking                                       |
| W            | Whitewater St            | Both sides; from W Main, west to S Fourth  | 11.16.140            | No parking of trucks exceeding 16 feet in length |
| W            | Whitewater St            | Both sides; from W Main, west to S Fourth  | 11.16.090            | No parking 2:00 a.m. to 5:00 a.m.                |
| <del>W</del> | <del>Whitewater St</del> | <del>North side; at entrance of alley/driveway of Municipal Parking Lot C west to a point 100 feet</del> | <del>11.16.080</del> | <del>No parking</del>                            |
| W            | Whitewater St            | North side; from the east curblineline of S Fremont, east to a point 75 feet east                        | 11.16.080            | No parking                                       |
| W            | Whitewater St            | North side; from the east curblineline of S Janesville, east to a point 95 feet east                     | 11.16.080            | No parking                                       |
| W            | Whitewater St            | South side; from S Fremont, west to S Janesville   | 11.16.080            | No parking                                       |

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|          |                      |  |                  |                                    |
|----------|----------------------|--|------------------|------------------------------------|
| <u>W</u> | <u>Whitewater St</u> | <u>South side; from a point 32 feet east of the east curbline of S Fremont, east to S Kidd</u>                                   | <u>11.16.070</u> | <u>Two-hour parking</u>            |
| W        | Whitewater St        | South side; commencing at intersection of W Whitewater and W Main, thence westerly along the south side of W Whitewater 150 feet | 11.16.080        | No parking                         |
| W        | Whitewater St        | South side of from a point 132 feet east from the curb line of Second St for a distance of 20 feet to the east                   | 11.16.031        | Fifteen-minute parking limitation  |
| <u>W</u> | <u>Whitewater St</u> | <u>Both sides; Main St to Fremont St in painted parking stalls</u>   | <u>11.16.070</u> | <u>Two hour parking</u>            |
| <u>W</u> | <u>Whitewater St</u> | <u>North side; from the west curb line of Fremont St, west 65 feet</u>   | <u>11.16.080</u> | <u>No parking</u>                  |
| <u>W</u> | <u>Whitewater St</u> | <u>North side; from 65 feet west of the west curb line of Fremont Street, west 50 feet</u>                                       |                  | <u>Police Vehicle Parking Only</u> |
| <u>W</u> | <u>Whitewater St</u> | <u>North side; from 115 feet west of the west curb line of Fremont St, west 45 feet</u>  |                  | <u>Disabled parking</u>            |
| <u>W</u> | <u>Whitewater St</u> | <u>North side; from the east curb line of Fourth St, east 45 feet</u>  | <u>11.16.080</u> | <u>No parking</u>                  |
| <u>W</u> | <u>Whitewater St</u> | <u>North side; from 45 east of the east curb line of Fourth St, east 20 feet</u>   | <u>11.16.070</u> | <u>Two hour parking</u>            |
| S        | Whiton St            | West side; from W Main, south to W Conger  | 11.16.080        | No parking                         |
| S        | Whiton St            | Both sides; from W Main, south to W Peck   | 11.16.090        | No parking 2:00 a.m. to 5:00 a.m.  |
| <u>S</u> | <u>Whiton St</u>     | <u>East side; from a point 100 feet south of the south curbline of W Main St, south to a point 87 feet south</u>                 | <u>11.16.070</u> | <u>Two-hour parking</u>            |
| <u>S</u> | <u>Whiton St</u>     | <u>East side; from W Conger, north to the alley located 159 feet south of W Main</u>   | <u>11.16.080</u> | <u>No parking</u>                  |
| <u>S</u> | <u>Whiton St</u>     | <u>East side; W Main St to a point 100 feet south of the south curb line of W Main St</u>  | <u>11.16.080</u> | <u>No parking</u>                  |
| <u>S</u> | <u>Whiton St</u>     | <u>East side; Conger St north to a point 190 feet south of the south curb line of W Main St</u>                                  | <u>11.16.080</u> | <u>No parking</u>                  |

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|   |              |   |           |   |
|---|--------------|---|-----------|---|
| S | Whiton St    | East side; from W Conger, south to W Peck   | 11.16.080 | No parking  |
| S | Wisconsin St | East side; from the south curblane of E Milwaukee, along bike path  | 11.16.080 | No parking  |
| S | Wisconsin St | West side; from Milwaukee St a distance of 212 feet south   | 11.16.080 | No parking  |
| S | Wisconsin St | East side; commencing of 170 feet south of the Lakeview Dr curblane, north to the south curblane of Clay St | 11.16.080 | No parking  |
| S | Wisconsin St | East side; commencing at the south city limits to 170 feet south of the south curblane of Lakeview Dr       | 11.16.120 | No parking 8:00 a.m. to 4:00 p.m., except Saturday, Sunday and holidays |
| S | Wisconsin St | East side; commencing at the south city limits to 170 feet south of the south curblane of Lakeview Dr       | 11.16.090 | No parking 2:00 a.m. to 5:00 a.m.                                       |
| S | Wisconsin St | West side; commencing at the south city limits northerly to Clay St   | 11.16.080 | No parking  |
| S | Woodland Dr  | Both sides, commencing at curblane with Walworth Ave, thence to a point north 1,000 feet                    | 11.16.125 | Two-hour parking 8:00 a.m. to 4:00 p.m. on school days                  |
|   | Yoder Ln     | Both sides; from the western terminus, east to a point 25 feet east   | 11.16.080 | No parking  |
|   | Yoder Ln     | Both sides; from N Hyer, west to the western terminus   | 11.16.090 | No parking 2:00 a.m. to 5:00 a.m.                                       |

SECTION 2: All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect and be in force the day after its passage and publication.

This Ordinance was introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.



ORDINANCE NO. 2025-O-26

|                |                  |    |      |        |        |    |      |        |
|----------------|------------------|----|------|--------|--------|----|------|--------|
| DATE           | October 21, 2025 |    |      |        |        |    |      |        |
| READING        | FIRST            |    |      |        | SECOND |    |      |        |
|                | YES              | NO | PASS | ABSENT | YES    | NO | PASS | ABSENT |
| Michael Smith  |                  |    |      |        |        |    |      |        |
| Orin Smith     |                  |    |      |        |        |    |      |        |
| Steven Sahyun  |                  |    |      |        |        |    |      |        |
| Brian Schanen  |                  |    |      |        |        |    |      |        |
| Neil Hicks     |                  |    |      |        |        |    |      |        |
| Greg Majkrzak  |                  |    |      |        |        |    |      |        |
| Patrick Singer |                  |    |      |        |        |    |      |        |
| Total:         |                  |    |      |        |        |    |      |        |

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
John Weidl, City Manager

ATTEST:

\_\_\_\_\_  
Heather Boehm, City Clerk



## Council Agenda Item

|                                     |  |
|-------------------------------------|--|
| Meeting Date:                       | November 4, 2025   |
| Agenda Item:                        | Approval of Audit Services for 2025 with Johnson & Block   |
| 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)

Each year, the City undergoes an independent financial audit to ensure transparency, accountability, and compliance with generally accepted accounting principles (GAAP). The audit provides assurance to the Common Council, residents, and other stakeholders that the City's financial statements are accurate and that internal controls are functioning effectively.

The City has retained Johnson & Block as its independent auditing firm since approximately 2008–2009. The firm begins planning its year-end audit work in the fall. Prior to commencing the audit, the City is required to sign an engagement letter, which formally outlines the scope of work, responsibilities of both parties, audit standards to be followed, and the estimated fees.

The engagement letter serves as a contractual agreement, ensuring mutual understanding of the audit process and confirming the City's inclusion in the firm's annual audit schedule. This step is essential for maintaining compliance with auditing standards and for establishing clear expectations regarding the timing and responsibilities of both the auditor and the City.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

### FINANCIAL IMPACT

(If none, state N/A)

The total estimated cost of the annual audit is \$52,700, allocated as follows: \$31,200 from the General Fund, \$17,500 from the Water and Wastewater Utility, and \$4,000 from the Stormwater Utility.

### STAFF RECOMMENDATION

While staff recognizes that the most recent update to the Procurement Policy requires issuance of a Request for Proposals (RFP) for audit services, there is insufficient time to complete that process for the upcoming fiscal year. The RFP process would need to occur in late spring to allow adequate planning and scheduling by the selected auditor.

Therefore, staff recommends approving the engagement letter with Johnson & Block for the 2025 audit to ensure continuity and compliance with required financial reporting timelines. Staff will initiate an RFP process in the spring of 2025 to select an auditing firm for the 2026 audit and future years.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Johnson & Block Engagement Letter



October 14, 2025

The City Council  
City of Whitewater  
312 West Whitewater Street  
Whitewater, Wisconsin 53190

The following represents our understanding of the services we will provide the City of Whitewater.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Whitewater, as of December 31, 2025, and for the year then ended and the related notes, which collectively comprise the City of Whitewater's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America.. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Budgetary Comparison Schedules
- 2) Wisconsin Retirement System Schedules
- 3) Local Retiree Life Insurance Fund Schedules
- 4) Health Insurance OPEB Schedule
- 5) Management's Discussion and Analysis

Supplementary information other than RSI will accompany the City of Whitewater's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole.

1) Combining Statements

The supplementary information referred to above will be presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information, which is the responsibility of management, will be subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our auditor's report will provide an opinion on the supplementary information in relation to the basic financial statements as a whole.

**Auditor Responsibilities**

We will conduct our audit in accordance with GAAS. As part of an audit of financial statements in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Whitewater's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements of noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

### **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City of Whitewater's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Management Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements including the disclosures such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit;
  - iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;

City of Whitewater  
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- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials,
- j. For the accuracy and completeness of all information provided,
- k. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- l. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

#### ***Nonattest Services***

With respect to any nonattest services we perform, at the end of the year, we agree to perform the following:

- Preparation of financial statements
- Maintaining lease information, if requested or applicable

We will not assume management responsibilities on behalf of the City of Whitewater. However, we will provide advice and recommendations to assist management of the City of Whitewater in performing its responsibilities.

The City of Whitewater's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

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Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

### **Reporting**

We will issue a written report upon completion of our audit of the City of Whitewater basic financial statements. Our report will be addressed to the City Council of the City of Whitewater. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

### **Provisions of Engagement Administration, Timing and Fees**

We will maintain various physical, electronic, policy, and procedural safeguards to guard your information and personal data. We may communicate with you and /or store data through email, facsimile, third-party vendor secured portals or cloud environments, or other electronic means. If a more secure medium of communication is desired, we will provide you with various electronic alternatives. Electronic data that is confidential may be transmitted and/or stored using these methods and you authorize us to do so. Notwithstanding the security measures and safeguards employed by us and/or our third-party vendors, you accept that we have no control over the unauthorized interception or breach of communications and/or data. All confidential, proprietary, and personally identifiable information should be transmitted through secure means which we have available. We may communicate with you or your other representatives through unencrypted email and you authorize us to do so. Emails can be intercepted and read, disclosed, or otherwise used or shared with an unintended third party, or may not be delivered to each of the parties or persons to whom they were originally directed. As such we cannot guarantee emails will be read only by the intended recipient(s). In the event of a data breach, each of us agrees to notify each other in the most expedient time possible and without unreasonable delay. We specifically disclaim and waive any liability or responsibility whatsoever for the unauthorized interception and/or disclosure of confidential or proprietary information transmitted in connection with the performance of this engagement, except to the extent determined as a result from our gross negligence or willful misconduct.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third-party confirmation requests processors also provide for the electronic (and manual) processing of other confirmation types (e.g. legal, accounts receivable, and accounts payable). To the extent applicable, the City of Whitewater hereby authorizes Johnson Block & Company, Inc. to participate in such confirmation processes, including through the third party's website (e.g. by entering the City of Whitewater bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that Johnson Block & Company, Inc. shall have no liability in connection therewith.

Kevin Krynski, CPA is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising Johnson Block & Company, Inc.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.



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Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Based on our preliminary estimates, the total fees and expenses should approximate the following:

|                                    |                  |
|------------------------------------|------------------|
| City Audit                         | \$ 31,200        |
| Water and Wastewater Utility Audit | 17,500           |
| Storm Water Utility Audit          | <u>4,000</u>     |
|                                    | <u>\$ 52,700</u> |

This letter was prepared under the assumption that a single audit performed in accordance with the Uniform Guidance will not be required. If we are requested or required by governmental agencies to audit additional funds or programs not included in our proposal, our time performing these services would be billed at our standard hourly rates. The amount of time spent on a single audit is dependent on the type of major programs to be tested.

Our invoices for these fees will be rendered as work progresses and are payable upon presentation. In accordance with firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Third-party confirmation providers for certain financial institutions may invoice us for responding to confirmation requests and we will pass those costs through to you.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Johnson Block and Company, Inc. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Johnson Block and Company Inc.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

### **Changes in Accounting and Audit Standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted.

## **Unanticipated Services**

We do not anticipate encountering the need to perform additional services beyond those described in this letter. However, below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

### Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include but are not limited to the following activities:

- Preparation of a trial balance
- Account or bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions), unless previously agreed to as part of services to be provided
- Significant additional time spent calculating accruals
- Processing immaterial adjustments through the financial statements requested by management
- Adjusting the financial statements for new activities and new disclosures

### Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues, significant changes in your volume of business or new or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements and any applicable financial statement disclosures

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Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*Johnson Block & Company, Inc.*

Johnson Block & Company, Inc.

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Whitewater by:

Management Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Council Agenda Item

Meeting Date: November 4, 2025

Agenda Item: Brown Cab Service Contract for Shared-Ride Taxi

Staff Contact (name, email, phone): Rachelle Blitch, [rblitch@whitewater-wi.gov](mailto:rblitch@whitewater-wi.gov), 262-473-1380

### BACKGROUND

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

The City's Shared-Ride Taxi program operates under state and federal subsidy programs. In 2023, the City issued a Request for Proposals (RFP) for service providers and received only one response—from Brown Cab Service. The resulting contract is for five years, with optional renewals in years three through five, and the City is now entering the third year of that agreement.

While the City continues to assess other potential options for the future, no replacement service has been identified at this time. The Shared-Ride Taxi remains a vital transportation service for our community and will continue to operate under the current contract.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

11/21/2023- Council awarded the Ride-Share contract to Brown Cab Service

### FINANCIAL IMPACT

(If none, state N/A)

The increase in costs is going from \$40.26 to \$40.66 per driver hour. The increase is less than the allowable 2.9% inflation factor that WisDOT approved and will add an additional cost of up to \$3,100 for 2026.

### STAFF RECOMMENDATION

While the City continues to evaluate potential future service options, no alternative program has been identified at this time. Therefore, staff recommends approval of the one-year contract extension with Brown Cab Service. The Shared-Ride Taxi program remains a vital transportation resource that supports mobility and accessibility for residents, and maintaining uninterrupted service is essential to meeting the community's transportation needs.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Shared-Ride contract for 2026

## EXERCISE OF OPTIONS FOR SHARED-RIDE TAXI (SRT) SERVICES

Instructions: Transit Systems must complete all blue sections of this form. The federal clauses (attached below this form must also be signed by the supplier and submitted to **Joe Turchi**.

Please note: Transit systems that have a 2-year base contract and do not require an exercise of options do not need to complete and submit this form.

|                 |                          |   |      |
|-----------------|--------------------------|---|------|
| Transit Name    | City of Whitewater       |   |      |
| Contract Number | Whitewater SRT 2024-2028 | In what year was the solicitation of this contract completed? | 2023 |

Shared-Ride Taxi (SRT) contracts include options to ensure the future availability of services, so long as the Transit System is able to justify those options as needed for its public transportation or project purposes. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services that originally procured.

As required by Federal Transit Administration's (FTA) Circular 4220.1G, Transit Systems must complete a price analysis for every mutually agreed upon Shared Ride Taxi contract option.

### Exercise of Options

Transit system must notate a check next to the appropriate cell:

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | CY2026 will be the second year of the contract and it needs an exercise of options. |
| <input checked="" type="checkbox"/> | CY2026 will be the third year of the contract and it needs an exercise of options.  |
| <input type="checkbox"/>            | CY2026 will be the fourth year of the contract and it needs an exercise of options. |
| <input type="checkbox"/>            | CY2026 will be the fifth year of the contract and it needs an exercise of options.  |

### Updated Vendor's Hourly Rate

To calculate your vendor's updated hourly rate for the next year, add the annual inflation rate percentage points (from August 2025) to the vendor's current rate.

The Consumer Price Index for all items as published on the Bureau of Labor Statistics web site can be found here.

The current rate (CPI-U) for all items used for this calculation is 2.9% based on the annual rate from August 2025 in the Transit System's RFP.

| City of Whitewater<br>current rate per hour<br>(A) | Current Rate of Inflation<br>(To reflect the increase this rate<br>is presented as "1+percent")<br>(B) | Rate that will be paid in 2026<br>(Sum of Cell A multiplied by Cell B) |
|--|--|--|
| \$40.26  | 1.029  | \$41.43  |

Transit System must compare the 2026 rate with the spreadsheet of Shared-Ride Taxi service costs for systems statewide (taking into account similar percentage increases for inflation as calculated above).

### Contract Max Amount

The maximum amount of funding for this contract extension shall be \$327,462.72 based on 7,904 hours of service at the rate of \$41.43 per hour.

### Fair and Reasonable Justification

Transit System must provide a written justification, with **specific information**, why the Vendor's 2026 hourly rate is fair and reasonable (Stating "per contract" is not an adequate response to comply with FTA requirements).

**The Vendor's rate is fair and reasonable because: The cost is less than providing the service in-house. Reviewing the other comparable rates that other agencies are paying, Whitewater can confirm that the price is fair and reasonable.**

**By signing this form, *the City of Whitewater* agrees to a one-year extension of shared ride taxi service contract with Brown Cab Service that is in accordance with the original contract, Request for Proposal solicitation, all attachments, addenda and revisions, the contractor's proposal, and all applicable federal certifications and clauses. This extension is valid for January 1<sup>st</sup>, 2026 to December 31<sup>st</sup>, 2026.**

Please have this document signed by the supplier and a transit system signatory authority, email the signed document to **Joe Turchi** [josepho.turchi@dot.wi.gov](mailto:josepho.turchi@dot.wi.gov) 608-267-3568

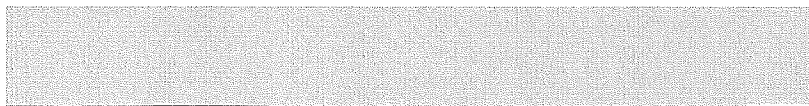
The federal clauses (attached below) must also be signed by the supplier and submitted to **Joe Turchi**.



Brown Cab Service, Inc- Justin Running, Vice President

10/29/25

Date



Transit System/ Municipality Name & Signature



Date

# **Federal Clauses**

**for**

## **Federal Contracts**



**Prepared by the Wisconsin Department of Transportation Bureau of  
Transit, Local Roads, Railroads and Harbors**

Date: September 24, 2025



## Table of Contents

**Overview:** All Federal Clauses in this document apply to this solicitation and subsequent award, in addition to the *Terms and Conditions* specified in this solicitation. By submitting a response to this solicitation, the Bidder is agreeing to all Federal Clauses included in this document.

**Instructions:** Review all the Federal Clauses and sign the Federal Clauses that require a "Bidder Signature". Bidders must attach this Federal Clauses document to the bid submission, along with the required signatures specified in the table below.

| No. | TITLE   | BIDDER<br>SIGNATURE<br>REQUIRED |
|-----|---|---------------------------------|
| 1   | SPECIAL NOTIFICATION REQUIREMENTS FOR STATES  | -                               |
| 2   | LOBBYING  | YES                             |
| 3   | GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  | YES                             |
| 4   | TAX LIABILITY CERTIFICATION   | YES                             |
| 5   | PROHIBITION ON PROVIDING OR USING CERTAIN<br>TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR<br>EQUIPMENT | YES                             |
| 6   | NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)  | -                               |
| 7   | DISADVANTAGED BUSINESS ENTERPRISE (DBE)   | -                               |
| 8   | FLY AMERICA REQUIREMENTS  | -                               |
| 9   | CHARTER BUS REQUIREMENTS  | -                               |
| 10  | SCHOOL BUS REQUIREMENTS   | -                               |
| 11  | CARGO PREFERENCE REQUIREMENTS   | -                               |
| 12  | SEISMIC SAFETY REQUIREMENTS   | -                               |
| 13  | ENERGY CONSERVATION REQUIREMENTS  | -                               |
| 14  | CLEAN WATER REQUIREMENTS  | -                               |
| 15  | ACCESS TO RECORDS AND REPORTS   | -                               |
| 16  | FEDERAL CHANGES   | -                               |
| 17  | BONDING REQUIREMENTS  | -                               |
| 18  | CLEAN AIR   | -                               |
| 19  | RECYCLED PRODUCTS   | -                               |
| 20  | DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS   | -                               |
| 21  | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT  | -                               |
| 22  | EQUAL EMPLOYMENT OPPORTUNITY  | -                               |
| 23  | NO GOVERNMENT OBLIGATION TO THIRD PARTIES   | -                               |
| 24  | PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED<br>ACTS  | -                               |
| 25  | TERMINATION   | -                               |
| 26  | PRIVACY ACT   | -                               |
| 27  | CIVIL RIGHTS REQUIREMENTS   | -                               |
| 28  | BREACHES AND DISPUTE RESOLUTION   | -                               |
| 29  | PATENT AND RIGHTS IN DATA   | -                               |
| 30  | TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS  | -                               |

|    |   |   |
|----|---|---|
| 31 | INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS | - |
| 32 | DRUG AND ALCOHOL TESTING                                    | - |
| 33 | SAFE OPERATION OF MOTOR VEHICLES                            | - |
| 34 | ADA ACCESS  | - |
| 35 | VETERANS EMPLOYMENT   | - |
| 36 | FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES              | - |
| 37 | TRAFFICKING IN PERSONS                                      | - |
| 38 | SOLID WASTES (RECOVERED MATERIALS)                          | - |

## **1. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

### **FTA Master Agreement**

Federal grant monies (\$137,608) fund this contract, in whole or in part (Section 5311 – CFDA 20.509). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/>.

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## **2. LOBBYING**

**31 U.S.C. 1352**

**49 CFR Part 19**

**49 CFR Part 20**

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for Third Party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above 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. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Brown Cab Service, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any

Date

October 29, 2025

Name of Contractor's Authorized Official

Justin Running

Signature of Contractor's Authorized Official



Title of Contractor's Authorized Official

Vice President

Company Name

Brown Cab Service, Inc.

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### **3. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

**CFR part 180**

**CFR part 1200**

**CFR § 200.213**

**CFR part 200 Appendix II (I) Executive Order 12549**

**Executive Order 12689**

#### **Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

#### **Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

#### **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:


- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined

by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

|   |  |
|---|--|
| Date  | October 29,2025  |
| Name of Contractor's Authorized Official      | Justin Running   |
| Signature of Contractor's Authorized Official |  |
| Title of Contractor's Authorized Official     | Vice President   |
| Company Name                                  | Brown Cab Service, Inc.  |


#### 4. TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

|   |  |
|---|--|
| Date  | October 29,2025  |
| Name of Contractor's Authorized Official      | Justin Running   |
| Signature of Contractor's Authorized Official |  |
| Title of Contractor's Authorized Official     | Vice President   |
| Company Name                                  | Brown Cab Service, Inc.  |

**5. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**  
**Section 889**

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not:

- (a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or
- (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Date

October 29, 2025

Name of Contractor's Authorized Official

Justin Running

Signature of Contractor's Authorized Official



Title of Contractor's Authorized Official

Vice President

Company Name

Brown Cab Service, Inc.

**6. NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§180.220 and 1200.220.

- 4) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 5) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- 6) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA.

The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18

Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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## **7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The current federal DBE program has been suspended by the U.S. Department of Transportation pursuant to interim final rule (FR Document 2025-19426, 90 FR 48116-48117). Accordingly, for federally funded proposals, no federal DBE program requirement will be applied.

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## **8. FLY AMERICA REQUIREMENTS**

**49 U.S.C. §40118**

**41 CFR Part 301-10**

### Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under 10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language: The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier



and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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## **9. CHARTER BUS REQUIREMENTS**

**49 U.S.C. 5323(d)**

**49 CFR Part 604**

### **Applicability to Contracts**

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts. Applicability to

Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000.

These requirements do not apply to micro-purchases.

Flow Down Requirements: The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9.

Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

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## **10. SCHOOL BUS REQUIREMENTS**

**49 U.S.C. 5323(F)**

**49 CFR Part 605**

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements: The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

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## **11. CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. 1241**

**46 CFR Part 381**

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees:

- A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- C. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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## **12. SEISMIC SAFETY REQUIREMENTS**

### **42 U.S.C. 7701 et seq. 49 CFR Part 41**

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language: The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation.

The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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## **13. ENERGY CONSERVATION REQUIREMENTS**

### **42 U.S.C. 6321 et seq. 2 CFR Part 1201**

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These

requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Energy Conservation requirements extend to all Third-Party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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#### **14. CLEAN WATER REQUIREMENTS**

##### **33 U.S.C. 1251**

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water –

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

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#### **15. ACCESS TO RECORDS AND REPORTS**

##### **49 U.S.C. 5325**

##### **18 CFR 18.36 (i)**

##### **49 CFR 633.17**

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

- A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major

capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
- C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).
- G. FTA does not require the inclusion of these requirements in subcontracts.

# **REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT**

|  | Operational<br>Service Contract                    | Turnkey Contract   | Construction<br>Contract   | Arch. or<br>Engineering<br>Contract      | Rolling<br>Stock<br>Contract                | Professional<br>Service<br>Contract      |
|--|--|--|--|--|---|--|
| <b>State Grantees</b>  |  |  |  |  |   |  |
| <b>Contracts below<br/>Simplified Acquisition<br/>Threshold (Small<br/>Purchase) (\$250,000)</b> | None   | Those imposed on<br>state pass thru to<br>Contractor                   | None   | None                                     | None  | None                                     |
| <b>Contracts above<br/>\$100,000/Capital<br/>Projects</b>  | None unless <sup>1</sup> non-<br>competitive award | Those imposed on<br>state pass thru to<br>contractor                   | Yes, if non-<br>competitive award<br>or if funded thru <sup>2</sup><br>5307, 5309,<br>5311 | None unless non-<br>competitive<br>award | None unless<br>non-<br>competitive<br>award | None unless<br>non- competitive<br>award |
| <b>Non-State Grantees</b>  |  |  |  |  |   |  |
| <b>Contracts below<br/>Simplified Acquisition<br/>Threshold (Small<br/>Purchase) (\$250,000)</b> | Yes  | Those imposed<br>on non-state<br>Grantee pass<br>thru to<br>Contractor | Yes  | Yes                                      | Yes   | Yes                                      |
| <b>Contracts above<br/>\$100,000/Capital<br/>Projects</b>  | Yes  | Those imposed<br>on non-state<br>Grantee pass<br>thru to<br>Contractor | Yes  | Yes                                      | Yes   | Yes                                      |

*Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)*

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## **16. FEDERAL CHANGES**

### **2 CFR Part 1201**

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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## **17. BONDING REQUIREMENTS**

Applicability to Contracts: For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
  - 1) 50% of the contract price if the contract price is not more than \$1 million;
  - 2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million;  
or
  - 3) \$2.5 million if the contract price is more than \$5 million.
- D. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down Requirement: Bonding requirements flow down to the first tier contractors.

Model Clauses/Language: FTA does not prescribe specific wording to be included in Third Party contracts. FTA has prepared sample clauses as follows:

### **Bid Bond Requirements (Construction)**

- A. Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and

listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

- B. Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by **(Recipient)** as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and **(Recipient's)** total damages, so as to make **(Recipient)** whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

#### **Performance and Payment Bonding Requirements (Construction)**

The Contractor shall be required to obtain performance and payment bonds as follows:

A. Performance bonds

- 1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the **(Recipient)** determines that a lesser amount would be adequate for the protection of the (Recipient).
- 2) The **(Recipient)** may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

B. Payment bonds

- 1) The penal amount of the payment bonds shall equal:
  - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
  - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - iii. Two and one half million if the contract price is more than \$5 million.
- 2) If the original contract price is \$5 million or less, the **(Recipient)** may require additional protection as required by subparagraph 1 if the contract price is increased.

#### **Performance and Payment Bonding Requirements (Non-Construction)**

The Contractor may be required to obtain performance and payment bonds when necessary to protect the **(Recipient's)** interest.

- A. The following situations may warrant a performance bond:

- 1) **(Recipient)** property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
  - 2) A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
  - 3) Substantial progress payments are made before delivery of end items starts.
  - 4) Contracts are for dismantling, demolition, or removal of improvements.
- B. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
- 1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
  - 2) The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- C. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.
- D. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
- 1) The penal amount of payment bonds shall equal:
    - i. Fifty percent of the contract price if the contract price is not more than \$1 million;
    - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
    - iii. Two and one half million if the contract price is increased.

#### **Advance Payment Bonding Requirements**

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (Recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

#### **Patent Infringement Bonding Requirements (Patent Indemnity)**

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (Recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

#### **Warranty of the Work and Maintenance Bonds**

- A. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents.

All work not so conforming to these standards shall be considered defective. If required by the **[Project Manager]**, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- B. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty



workmanship during the period of the guarantee at no cost to **(Recipient)**. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment **[as provided in Item X below]**, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to **(Recipient)** written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract.

These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

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## **18. CLEAN AIR**

**42 U.S.C. 7401 et seq**

**40 CFR 15.61**

**2 CFR Part 1201**

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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## **19. RECYCLED PRODUCTS**

**42 U.S.C. 6962**

**40 CFR Part 247**

**Executive Order 12873**

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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## **20. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

### **Background and Application**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 18 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

### **Clause Language - Davis-Bacon and Copeland Anti-Kickback Acts**

#### **(1) Minimum wages**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
  - (v)
- (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
    - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

## **(2) Withholding**

The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **(3) Payrolls and basic records**

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project).

Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
  - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
    - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C (a)(3)(ii)(B) of this section.
  - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records

available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees**

- (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- (5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(10) Certification of eligibility**

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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## **21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

### **Background and Application**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC

3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

#### **Clause Language - Contract Work Hours and Safety Standards**

- (1) Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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## **22. EQUAL EMPLOYMENT OPPORTUNITY**

### **41 CFR §60-1.4**

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over



\$2,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

**Model Clause/Language:**

Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- B. Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
- C. Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- D. Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

**Specifics. The Recipient agrees:**

- A. Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
  - 1. Race,
  - 2. Color,
  - 3. Religion,
  - 4. National origin,
  - 5. Disability,
  - 6. Age,
  - 7. Sexual origin,
  - 8. Gender identity, or
  - 9. Status as a parent, and
- B. Affirmative Action. Take affirmative action that includes, but is not limited to:
  - 1. Recruitment advertising, recruitment, and employment,
  - 2. Rates of pay and other forms of compensation,
  - 3. Selection for training, including apprenticeship, and upgrading, and
  - 4. Transfers, demotions, layoffs, and terminations, but
- C. Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and **Equal Employment Opportunity Requirements for Construction Activities.**

In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third-Party Participant will comply, with:

- A. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

- Department of Labor," 41 C.F.R. chapter 60, and
- B. Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.
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### **23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

- A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
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### **24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**31 U.S.C. 3801 et seq.**

**49 CFR Part 31 18 U.S.C. 1001**

#### **49 U.S.C. 5307**

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable,
- the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal

Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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## 25. TERMINATION

### 2 CFR Part 1201

### 2 CFR 200

#### FTA Circular 4220.1F

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down Requirement: The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- A. Termination for Convenience (General Provision) The **(Recipient)** may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to **(Recipient)** to be paid the Contractor. If the Contractor has any property in its possession belonging to the **(Recipient)**, the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- B. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **(Recipient)** may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the **(Recipient)** that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- C. Opportunity to Cure (General Provision) The **(Recipient)** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or

conditions of this Contract within **[ten (10) days]** after receipt by Contractor of written notice from **(Recipient)** setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- D. Waiver of Remedies for any Breach In the event that **(Recipient)** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **(Recipient)** shall not limit **(Recipient)'s** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- E. Termination for Convenience (Professional or Transit Service Contracts) The **(Recipient)**, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- F. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- G. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the **(Recipient)**, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and **(Recipient)** shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the **(Recipient)**.

- H. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the

fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, **within [10] days** from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the **(Recipient)**, the delay is excusable, the time for completing the work shall be extended. The judgment of the **(Recipient)** shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- I. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- J. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the **(Recipient)**, or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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## **26. PRIVACY ACT**

### **5 U.S.C. 552**

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Privacy Act requirements flow down to each Third Party contractor and their contracts at every tier.

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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## **27. CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000**

**42 U.S.C. § 6102, 42 U.S.C. § 12112**

**42 U.S.C. § 12132, 49 U.S.C. § 5332**

**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

### **Civil Rights - The following requirements apply to the underlying contract:**

The following requirements apply to the underlying contract:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all

applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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## **28. BREACHES AND DISPUTE RESOLUTION**

### **2 CFR Part 1201 FTA Circular 4220.1F**

Applicability to Contracts: All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA Third Party contracts.

- A. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within **[ten (10)]** days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

- B. **Performance During Dispute** - Unless otherwise directed by **(Recipient)**, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

- C. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- E. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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## **29. PATENT AND RIGHTS IN DATA**

### **2 CFR Part 1201**

### **37 CFR Part 401**

### **49 CFR Part 19**

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language: The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

## **CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.**

**A. Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:



- (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
- (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

- (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and

- (2) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

- (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained.

If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

- (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 1) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
  - 2) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**B. Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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### **30. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS**

#### **49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215**

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- (a) General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and

equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection

- (1) however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a) or
- (2) for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

**(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

**(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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### **31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

#### **FTA Circular 4220.1F**

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions.

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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## **32. DRUG AND ALCOHOL TESTING**

**49 U.S.C. §5331**

**49 CFR Part 655**

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

### **Explanation of Model Clause/Language**

Federal regulations 49 CFR 655 includes the following elements.

- A. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655.
- B. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules.
- C. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

### **Explanation of Model Contract Clauses - Drug and Alcohol Testing**

The contractor agrees to:

- A. Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US 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 Part 655.
  - C. Provide documentation and reports necessary to establish its compliance with Part 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 Part 655 as amended and review the testing process.
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**33. SAFE OPERATION OF MOTOR VEHICLES**  
**23 U.S.C. part 402**  
**Executive Order No. 13043 Executive Order No. 13513**  
**U.S. DOT Order No. 3902.10**

**Applicability to Contracts**

The Safe Operation of Motor Vehicles requirements apply to all federally funded Third Party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each Third Party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each Third Party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its Third Party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all Third Party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

**Safe Operation of Motor Vehicles Requirements -**

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

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**34. ADA ACCESS**  
**49 USC 531 (d)**

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all Third Party

contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

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### **35. Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **36. VETERANS EMPLOYMENT**

#### **FTA Circular 4220.1F (Chapter IV) 49 USC 5325(K)**

Applicability to Contracts: The Veterans Employment provisions apply to all construction contracts.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.

This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

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### **37. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

The **AGENCY** and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the **AGENCY**, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract.

Contractor shall include the above clause in each subcontract financed in whole or in part

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with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **38. TRAFFICKING IN PERSONS**

Contractor and its subcontractors or their employees shall not:

- A. Engage in severe forms of trafficking in persons during the Contract Term;
- B. Procure a commercial sex act during the Contract Term; or
- C. Use forced labor in the performance of the Contract. Contractor shall inform **AGENCY** immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. **AGENCY** may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the **AGENCY**

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### **39. SOLID WASTES (RECOVERED MATERIALS)**

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines



## Council Agenda Item

Meeting Date: November 4, 2025

Agenda Item: Appointment of Common Council representatives for Comprehensive Plan Update Advisory Committee

Staff Contact (name, email, phone): Mason Becker, mbecker@whitewater-wi.gov , 262.473.0148

### BACKGROUND

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

The Common Council recently approved the selection of RDG Planning & Design to conduct the update to the city's Comprehensive Plan, which was last updated in 2017. Work on this critical project has already begun and will continue over the next 12 months.

A major goal of this project is to gather robust community input through public participation. As part of this process, RDG has recommended that the city create an Advisory Committee, made up of around 12 individuals representing different stakeholder groups within the City of Whitewater.

We are recommending that the Common Council appoint two members as representatives on the Advisory Committee. Aside from other community groups, we will also recommend that the CDA and PARC also appoint one representative each.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The Common Council approved awarding the contract for the Comprehensive Plan Update to RDG Planning & Design on October 7, 2025, following recommendation by the Request for Proposal (RFP) review committee.
- The city's internal team had an initial meeting with RDG on October 27, 2025 to discuss initial timeline and process.

### FINANCIAL IMPACT

(If none, state N/A)

There is no additional financial impact to this decision, as the contract with RDG has already been finalized and signed. There will be occasional additional meetings that the selected council members will need to attend as part of this process.

### STAFF RECOMMENDATION

It is recommended that the Common Council appoint two members as representatives on the Advisory Committee.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Description of duties and roles provided by RDG Planning & Design



The following was provided by RDG Planning & Design regarding the role of the Comprehensive Plan Update Advisory Committee:

### **What is a Comprehensive Plan?**

A Comprehensive Plan is a long-range guide that outlines the community's vision, goals, and strategies for growth and development over the next 10-20 years. It addresses key topics such as housing, transportation, land use, and community amenities.

### **What does the Advisory Committee do?**

The Advisory Committee plays a vital role in the planning process. Members provide feedback and direction at key milestones, promote project activities within their networks, and attend committee meetings throughout the process. This group helps ensure the plan reflects the diverse needs and aspirations of Whitewater's residents, businesses, and organizations.

### **What to expect as a committee member:**

- Participation in up to seven (7) meetings over the next year
  - Each meeting will be approximately 75 minutes long. Meetings may be in person or virtual.
- Opportunities to review and provide input on draft materials
- A chance to help guide the planning process and amplify community engagement opportunities

The City of Whitewater's current 2017 Comprehensive Plan can be found at:  
<https://whitewater-wi.gov/462/Comprehensive-Plans-Studies>