



Common Council Meeting

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

Tuesday, March 05, 2024 - 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

https://us06web.zoom.us/j/89865910302?pwd=BkFaB7v25_m_R5ZtY5I7NmHJ57M9EQ.iN7v6mJaBDQyicXU

Telephone: +1 (312) 626-6799

Webinar ID: 898 6591 0302

Passcode: 676404

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

1. Representative Ellen Schutt recognizes Chief Kelly Freeman as a First Responder of the Year for the 31st Assembly District.-**Rep. Schutt's Office**

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.

CLOSED SESSION Adjourn to closed session, to **Reconvene in Open Session**, Adjourn to closed session, to reconvene in open session, pursuant to Chapter 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."

2. Item to be discussed: Negotiation of Aquatic and Fitness Center Agreement with School District.

CONSENT AGENDA

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

3. Discussion and possible action regarding the Whitewater Aquatic Fitness Center lease agreement between the City of Whitewater and the Whitewater Unified School District. - **City Manager/Park and Rec**

CONSENT AGENDA

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

- [4.](#) Approval of Common Council Meeting Minutes from February 6, 2024.
- [5.](#) Park and Rec Board minutes from January 17, 2024.
- [6.](#) Library Board Minutes from January 17, 2024.
- [7.](#) Urban Forestry Committee Minutes from January 22, 2024.
- [8.](#) Finance Committee Meeting Minutes from January 23, 2024.

CITY MANAGER REPORT**STAFF REPORTS**

- [9.](#) Presentation of staffing study proposals received by Police Dept for RFP. -**PD**
- [10.](#) Building Code Enforcement Update- **Neighborhood Services**
- [11.](#) Surveillance Camera Recording Retention Policy- **IT**

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.

ORDINANCES**First Reading**

- [12.](#) **Ordinance 2024-001** an ordinance regarding Mobile Home Community Special Assessments- **City Manager/Attorney Manthe**

CONSIDERATIONS

- [13.](#) Discuss and possible action regarding Audio Recording Retention- **City Clerk**

- [14.](#) Discussion and possible action regarding revisions to the Down Payment Assistance component of the Affordable Housing Fund Policy-**CDA**
- [15.](#) Discussion and possible action regarding GenComm Solacom Maintenance & Support Quote.- **PD**
- [16.](#) Discussion and possible action on renaming East Gate Park to Walton's East Gate Park.- **Parks and Recreation**
- [17.](#) Discussion and Possible Action awarding Contract 6-2024 Walworth Avenue Storm Sewer and Drainageway-**Public Works**
- [18.](#) Discussion and Possible Action regarding Transmission Facilities Agreement with Whitewater Solar, LLC for an easement across the Wastewater Facility property.-**Public Works**
19. Councilmember Requests for Future Agenda Items or Committee items. Questions

FUTURE AGENDA ITEMS

20. Brown Cab update-**Finance Q2**
21. Staff update on Procurement Policy. - **Finance Q2**
22. **Ordinance 2063** Ordinance amending Chapter 11.16.15, adding No Stopping, Standing or Parking on east side of Elizabeth Street at Court Street and Laurel Street. - **Public works**
23. Salary Compensation Survey. - **Gerber/Hicks Q2 2024**
24. **Ordinance 2079** an ordinance regarding revisions to Chapter 12.22 Construction Standards Adopted. - **Public Works March 2024**
25. Update on 2024 Gala.-**Chief of Staff Q2**
26. Set Date to hold Common Council meeting at UWW Campus-**City Manager/Hicks Q3**
27. Video Surveillance Retention Policy- **IT Q2**

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.



Common Council Meeting

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

Tuesday, February 06, 2024 - 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: <https://us06web.zoom.us/j/84127184745?pwd=fFPAz0h792Xvtlh6RN9vKEnqQvWDtg.ASTfp2WDKzVyXT0l>

Telephone: +1 (312) 626-6799 US (Chicago) (Houston)**Webinar ID:**
831 9828 2604**Passcode:** 827617

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 Neil Hicks called the meeting to order at 6:29 pm.

ROLL CALL

Present

Council President Neil Hicks

Councilmember Lukas Schreiber

Councilmember Lisa Dawsey Smith

Councilmember Brienne Brown

Councilmember Jill Gerber

City Manager John Weidl

City Attorney Jonathan McDonell

Public Works Director Brad Marquardt

City Clerk Heather Boehm

Chief of Staff Taylor Zeinert

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 by Councilmember Dawsey Smith, Seconded by Councilmember Schreiber.

Voting Yes: Council President Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember Schreiber.

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 by Councilmember Schreiber, Seconded by Councilmember Dawsey Smith.

Voting Yes: Council President Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember Schreiber.

1. Plan and Architectural Review Commission Meeting Minutes from December 11, 2023.
2. Urban Forestry Commission Minutes from October 23, 2023.
3. Approval of Common Council Meeting Minutes from December 5, 2023 and December 19, 2023.
4. Library Trustees Meeting Minutes from December 18, 2023.
5. Library Board Special Trustees Meeting Minutes January 3, 2024.
6. Board of Zoning Appeals Minutes from December 7, 2023.
7. Park Board Minutes November 15, 2023.
8. CDA Meeting Minutes from December 21, 2023.
9. Police and Fire Commission Minutes from December 4, 2023.
10. Finance Committee Minutes from December 26, 2023.

CITY MANAGER REPORT

City Manager Weidl gave his bi-monthly update of City events and accomplishments, including reports from the following departments: Public Works, IT, Neighborhood Services, Library, Parks and Recreation, Police, and Human Resources.

STAFF REPORTS

11. How an ordinance gets passed. -**City Clerk/Gerber**

City Clerk Boehm gave an overview of how an Ordinance get passed and what steps are taken for the Ordinance to go into effect.

12. Ordinance on City Council and Committee Records -**City Clerk**

City Clerk Boehm explained how long meeting minutes, audio and video of meeting need to be kept per the Ordinance. Councilmember Gerber would like to see audio to be kept for the current year plus one year.

13. Surveillance Camera Recording. - **IT**

IT Director Neubeck explained the City's surveillance system comprises four DVR devices accommodating up to 20 cameras, deployed between 2013 and 2015. However, only 69 out of 80 cameras are in use, with three never operational due to technical issues at Main & Franklin Streets. Three more are currently out due to weather conditions. The devices operate either in continuous recording mode or alarm-triggered recording. Some devices extend data retention beyond specified limits if space allows. While most cameras are older, recording duration is determined by the DVR system. No clear rationale exists for varying data retention periods, likely due to departmental preferences, IT decisions, or system limitations. A comprehensive surveillance policy is being developed. The Police Department has separate policies for specific recordings. An upgrade to the system is expected before 2027, enabling consistent data retention policies.

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.

Orin Smith (901 W Starin Rd) stated they are a a third-year student at the University of Wisconsin-Whitewater, is deeply involved in the local community as president of the Alpha Delta Phi Society's chapter and IMPACT, the LGBTQ student organization. They emphasize the interconnectedness of the university and the Greater Whitewater community, advocating for mutual recognition and support. On January 21st, 2024, the Blood Tribe, identified as Neo-Nazis, targeted the campus, projecting a swastika and inciting violence. Smith highlights the group's connection to a council meeting and urges the city to acknowledge and address the incident, stressing that it impacts the entire community. They emphasize the need for solidarity and action to combat such hateful acts and ensure the safety and well-being of all residents.

RESOLUTION

14. 2024 Salary Resolution Amendment 2. - **Finance**

Finance Director Blich explained that a comprehensive review of the salary resolution has led to several updates: Lifeguards are now classified alongside Desk Staff, with salaries already aligned. Certain positions such as Bailiffs, Chief Election Inspectors, and EMS/Fire All Call remain at flat rates. Sports Officials' salaries remain unchanged, including WIAA Sports Officials at \$70.00 per game. The EMS Chief and Fire Inspector EMT/Firefighter roles will transition to variable pay ranges from fixed rates. The Programming and Makerspace Librarian position will shift to exempt status, aligning with the Youth Educational Services Librarian, resulting in a \$700 wage increase for 2024. Neighborhood Services Director and Officer positions, as well as Program Attendant roles, are being eliminated. The Desk Staff Lead will merge with the Head Lifeguard range. EMT Basic/Advanced/Paramedic/Firefighter lower range remains at \$16.00 to accommodate those with firefighter credentials.

Motion made to approve the 2024 Salary Resolution Amendment by Councilmember Dawsey Smith, Seconded by Councilmember Brown.

Voting Yes: Council President Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember Schreiber

CONSIDERATIONS

15. Discussion and possible action regarding Interviewing and Appointing of Common Council Applicants for At Large/Even position.- **City Manager**

There were 5 applications for the At Large/Even open Council seat. They were, Michael Smith, Keith Staebler, Carol McCormick, Greg Majkrzak, and Joseph Kromholz. Councilmembers asked all 5 applicants for the At Large/Even position a series of 8 predetermined questions that the applicants had been given prior to the meeting. At the end of all of the interviews, the council voted via paper ballot. Carol McCormick had the majority of the votes.

16. Discussion and possible action regarding Interviewing and Appointing of Common Council Applicants for District 1 position. - **City Manager**

There were 3 applications for the District 1 open Council seat. They were Thomas Marrari (who did not live within the city limits and was not interviewed), Patrick Singer, and Curtis Knull. Councilmembers asked both applicants for the open District 1 position a series of 8 predetermined questions that the applicants had been given prior to the meeting. At the end of all of the interviews, the council voted via paper ballot. Patrick Singer had the majority of the votes.

17. Oath of Office of Newly Appointed Council Members- **City Clerk**

City Clerk Heather Boehm gave the Oath of Office to Carol McCormick for the At Large open Council seat.

City Clerk Heather Boehm gave the Oath of Office to Patrick Singer for the District 1 open Council seat.

18. Immigration Letter from Common Council.- **City Manager**

City Manager Weidl stated there was a request from the council for Dan and the Council to send a letter, which was done. There was an understanding that if the letter didn't achieve its intended effect, there would be an opportunity to revisit the issue. There has been progress in drawing attention from legislators across the political spectrum to the issue, but there have also been negative experiences, including mistreatment of Dan, his staff, and your Chief of Staff. The attention brought both positive and negative reactions, with some comments on social media being particularly divisive and harmful to the city's image.

19. Discuss and possible action regarding increase Share Ride taxi agency fares. **-Finance**
- Finance Director Rachelle Blich explained the current rates for Share Ride Taxi Agency fares have not been update since 2019, they are looking to increase the Agency fares to better align with the actual cost of the ride. Other fares will be reviewed at a late date.
- City Manager Weidl wants a future agenda item to explore using Brown Cab for the Share Ride taxi.
- Motion made to approve the increase to Share Ride taxi agency fares by Councilmember Dawsey Smith, Seconded by Councilmember Schreiber.
- Voting Yes: Council President Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember Schreiber, Councilmember Singer, Councilmember McCormick.
20. Discussion and possible action on Items E) Facilitated Discussions and F) Individual Goal Setting, of the Council Action Plan. **-HR**
- HR Manager Marquardt went over items E) Facilitated Discussion and F) Individual Goal Setting of the action plan. She highlighted opportunities for goal setting, conflict resolution, and retreats through items E and F. She provided two potential agendas for council retreats, one in Wisconsin and one elsewhere, emphasizing the benefit of gathering outside of regular council meetings to discuss city priorities and identify common ground.
- Motion made a motion to approve setting a separate meeting to discuss items E and F of the Action Plan by Councilmember Dawsey Smith, Seconded by Councilmember Singer.
- Voting Yes: Council President Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember Schreiber, Councilmember Singer, Councilmember McCormick.
21. Councilmember Requests for Future Agenda Items or Committee Items. Questions
- Councilmember Gerber would like a review of records retention and destruction.
- Councilmember Brown would like Brown Cab come to council and present.

FUTURE AGENDA ITEMS

22. Staff update on Procurement Policy. - **Finance**
23. Special Assessments for Mobile Home Parks. - **City Manager/Hicks - Q2**

24. **Ordinance 2063** Ordinance amending Chapter 11.16.15, adding No Stopping, Standing or Parking on east side of Elizabeth Street at Court Street and Laurel Street. - **Public works**
25. Salary Compensation Survey. - **Gerber/Hicks Q2 2024**
26. **Ordinance 2079** an ordinance regarding revisions to Chapter 12.22 Construction Standards Adopted. - **Public Works March 2024**
27. Update on 2024 Gala.-**Chief of Staff Q2**
28. Update on WAFC contract.- **City Manager/Hicks**
29. Review of Staffing Study proposals received by the Police Department.- **PD**

CLOSED SESSION Adjourn to closed session, to **Reconvene in Open Session**, Chapter 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Items to be discussed:

CS-30. 1.Review and discuss Transmission Facilities Agreement with Whitewater Solar, LLC for an easement across the Wastewater Facility property.

2. Review and discuss Agreement with our building inspector, Kahube,LLC d.b.a Municipal Zoning and Inspection Services.

Chapter 19.85(1) (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

3. City Manager's Performance Evaluation.

Motion made to go into Closed Session at 8:35 pm by Council President Hicks, Seconded by Councilmember Singer.

Voting Yes: Council President Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember Schreiber, Councilmember Singer, Councilmember McCormick.

Motion made to reconvene from Closed to Open session at 9:31 pm by Councilmember Dawsey Smith, Seconded by Councilmember Schreiber.

Voting Yes: Council President Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember Schreiber, Councilmember Singer, Councilmember McCormick.

CONSIDERATIONS

31. Discuss and possible action regarding Transmission Facilities Agreement with Whitewater Solar, LLC for an easement across the Wastewater Facility property.

No Action Taken.

32. Discussion and possible action regarding agreement with Kahube, LLC.

Motion made to accept the resignation letter dated January 31, 2024 by Councilmember Dawsey Smith, Seconded by Councilmember McCormick.

Voting Yes: Council President Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember Schreiber, Councilmember Singer, Councilmember McCormick.

33. Discuss and possible action regarding City Manager's Performance Evaluation.

No Action Taken.

ADJOURNMENT

Motion made to Adjourn at 9:36 pm by Council President Hicks, Seconded by Councilmember Singer.

Voting Yes: Council President Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember Schreiber, Councilmember Singer, Councilmember McCormick.

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.



Parks and Recreation Board Minutes
Wednesday, January 17, 2024 – 5:30 pm
Cravath Lakefront Room
312 W. Whitewater Street
Whitewater, WI 53190
Hybrid Meeting

1. Call to Order and Roll Call

Present: Kathleen Flemming, Dan Fuller, Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, Deb Weberpal. Absent: Ben Prather and Brienne Brown
Staff: Michelle Dujardin, Jennifer French, Hunter Karnitz, Kevin Boehm, Brad Marquardt
Guest: Lisa Dawsey-Smith

2. Approval of Agenda

Motioned by Weberpal. Seconded by Kilar. Ayes: Flemming, Fuller, Hicks, Kilar, Matthews, Ryan, and Weberpal. Absent: Prather and Brown

3. Approval of Minutes from November 15, 2023

Minutes were amended under action item Discussion and possible action regarding Starin Park Underground Detention Basin to read: Steve Ryan called for a “Reluctant Approval” motion of the “Least of All Evils” for the underwater detention basin: based on Figure 1407.088 of the Agenda.

Motioned by Ryan. Seconded by Kilar. Ayes: Flemming, Fuller, Hicks, Kilar, Matthews, Ryan, and Weberpal. Absent: Prather and Brown

4. Hearing of Citizen Comments

No Comments

5. Staff Reports

a. Director’s Report

i. Kevin Boehm

1. Kevin stated he has achieved AFO Certification
2. The Grant for UFC is in the completion stage
3. Facilities Maintenance Staff Dwight Slocum announced retirement taking place on Friday, April 5th.

4. WAFC Manager position has been offered to Hunter Karnitz, hiring for new Sports Coordinator will take place as soon as possible.
5. WAFC Updates: State inspection items have been corrected, birthday parties are starting back up, monthly programs are increasing, and set hours for facility set to take place in March.

b. Event Programs and Lakes Update

- i. Michelle Dujardin
 1. Christmas Parade and the pallet tree program recap with great success
 2. Stevie search is going amazing and has been found in record time, despite being hidden very well
 3. Dance program is starting back up.

c. Senior Programs

- i. Jennifer French
 1. Chili Cook off on March 9th has three people signed up, the event can take 10
 2. Programs that have had great success: Friendsgiving potluck, Santa Cruise and Toast at Noon New Years.

6. Considerations/Discussions/Reports

a. Discussion and possible action regarding appointment of Vice Chair

- i. Position was left empty

7. Considerations/Discussions/Reports

a. Discussion and possible action regarding renaming East Gate Park

- i. Park Board suggests the policy is not cut and dry, would like more information. Item deferred to future meeting.

8. Considerations/Discussions/Reports

a. Discussion and possible action regarding facility rental and reservation policy update

- i. Kevin presented policy document with changes. Kevin also stated a deposit form needs to be created and rental is not secure until payment is made.

Motioned by Weberpal to approve policy with changes. Seconded by Flemming. Ayes: Flemming, Fuller, Hicks, Kilar, Matthews, Ryan, and Weberpal. Absent: Prather and Brown

9. Future Agenda Items

- a. J-Hawks use of the Aquatic Center
- b. WAFC rental use structure
- c. To update one policy per meeting

10. Adjournment

- a. Motioned by Steve Ryan at 6:20pm, followed by a unanimous Aye from all board members: Flemming, Fuller, Hicks, Kilar, Matthews, Ryan, and Weberpal. Absent: Prather and Brown

Respectfully Submitted,

Michelle Dujardin

Michelle Dujardin



Library Board of Trustees Meeting

Library Community Room 431 West Center,
Whitewater, WI, 53190 *In Person and Virtual

Wednesday, January 17, 2024 - 6:30 PM

AGENDA

CALL TO ORDER at 6:36

ROLL CALL

Present: Doug Anderson, Sallie Berndt, Brienne Diebolt-Brown, Jennifer Motszko, Jaime Weigel

Absent: Alyssa Orlowski, Kathy Retzke

Staff: Diane Jaroch

Guests: Sara Marquardt

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 council to be implemented. the agenda shall be approved at reach meeting even if no changes are being made at that meeting.

MSC Diebolt-Brown/Anderson to approve the Agenda.

Ayes: Doug Anderson, Brienne Diebolt-Brown, Jennifer Motszko, Kathy Retzke, Jaime Weigel, Sallie Berndt

Nays: none

CONSENT AGENDA

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

2. Approval of the minutes of the December 18, 2023 regular meeting.
3. Approval of the minutes of the January 3, 2024 special meeting
4. Approval of Payment of Invoices
5. Acknowledgement of Receipt of Statistical report
6. Acknowledgement of Receipt of the Treasurer's report
7. Acknowledgement or Receipt of Financial reports

MSC Anderson/Diebolt-Brown to approve the Consent Agenda.

- City's financial report was not included

Ayes: Doug Anderson, Brienne Diebolt-Brown, Jennifer Motszko, Jaime Weigel, Sallie Berndt

Nays: none

HEARING OF CITIZEN COMMENTS

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

OLD BUSINESS

8. Action regarding formation of a Library Expansion Building Committee
 - Alyssa Orłowski, Jennifer Motszko, Sarah French, Gayle Stettler, Diane Jaroch, Susan Willmann
9. Library Building Project update
 - Discussion of vision boards and materials
 - Soil boring happened today
10. Discussion regarding Achen photos and the WUSD
 - Achen family says that photos may be used for the play but may not sell them, and the library will be the only one to benefit monetarily if photos are sold

NEW BUSINESS

11. Adjournment into Closed Session **TO RECONVENE** per Wisconsin State Statute 19.85(1) (c) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." Items to be discussed:

1. Library Director Contract and Offer.

MSC Anderson/Weigel to go into closed session at 6:56

Ayes: Doug Anderson, Brienne Diebolt-Brown, Jennifer Motszko, Jaime Weigel, Sallie Berndt

Nays: none

RECONVENE INTO OPEN SESSION at 7:19

Ayes: Doug Anderson, Brienne Diebolt-Brown, Jennifer Motszko, Jaime Weigel, Sallie Berndt

MSC Weigel/Anderson to offer the position of library director to Diane Jaroch to start on 1/29/24, pending her acceptance

Item 6.

Ayes: Doug Anderson, Brienne Diebolt-Brown, Jennifer Motszko, Jaime Weigel, Sallie Berndt

Nays: none

12. Review of the 2024 Strategic Plan Activities

13. Review and approval of the Display Case Policy

MSC Diebolt-Brown/Anderson approve the Display Case Policy and to discuss again when planning new display cases

Ayes: Doug Anderson, Brienne Diebolt-Brown, Jennifer Motszko, Jaime Weigel, Sallie Berndt

Nays: none

CONSIDERATIONS / DISCUSSIONS / REPORTS

14. Library Director's Report

15. Youth Services Report

16. Programming & Makerspace Report

17. Board Reports

FUTURE AGENDA ITEMS

- **Discuss options for the CD that is coming to its end**
- **Eric Robinson will come in March to present on working with the school district to get library card to all the students**
- **Bring back revised strategic plan**
- **New strategic plan for new library**

Next meeting February 19th at 6:30pm

ADJOURNMENT at 8:08



**Urban Forestry Commission Meeting
Monday, January 22, 2024 – 4:30 PM
Cravath Lakefront Room
312 W. Whitewater Street
Whitewater, WI 53190
Hybrid Meeting**

MINUTES

1. Call to Order and Roll Call

Present: Sherry Stanek, Patrick Taylor, Bill Chandler, Ryan Tevis, Rose Mary Leaver,
Absent: Brienne Brown, Nick Alt
Staff: Andrew Beckman, Kevin Boehm

Meeting called to order at 4:36 by Stanek

2. Approval of Minutes from September 20, 2023

Motioned by Bill Chandler. Seconded by Ryan Tevis. Ayes: Stanek, Taylor, Chandler,
Tevis, Leaver. Nays: None Absent: Brown, Alt

3. Hearing of Citizen Comments

No Comments

4. Treasurer's Report

Rosemary provided an update

5. Staff Report

Andrew Beckman gave an update on city staff's tree trimming and pest management activities.

6. Considerations/Discussions/Reports

a. Discussion and possible Approval of the Landscape Plans for Dollar Tree, located at the corner of Indian Mound Parkway and W. Main Street Parcel #/A503300001

a. Motioned by Patrick Taylor to allow Stanek and Alt an opportunity to review the plans to make recommendations and return to commission for review.

Seconded by Ryan Tevis. Ayes: Stanek, Taylor, Chandler, Tevis, Leaver. Nays:
None Absent: Brown, Alt.

b. Discussion and possible approval of the Landscape Plans for Aldi's to be located at 1370 W. Main St., Parcel #WUP00159.

a. Motioned by Bill Chandler to allow Stanek and Alt an opportunity to review the plans to make recommendations and return to commission for review.

Seconded by Patrick Taylor. Ayes: Stanek, Taylor, Chandler, Tevis, Leaver. Nays: None Absent: Brown, Alt.

c. Discussion to add a fourth Purple Martin House

a. Discussion was had to wait until review of the third Purple Martin house can be evaluated before pursuing a fourth.

d. Discussion and possible approval of the Landscape Plans for Starbucks located at 1280 W. Main St., Parcel #/A170900002.

a. Approved at a previous meeting, no action taken.

7. Tree City

a. Future of Territorial Oak felled timber and possible projects relating to it.

a. Discussion was made to involve other interested parties in the discussion. Table until future date.

b. Discussion of the 2024 Tree Sale

a. Tree Sale will be April 26-28, 2024

b. Nick ordered 250 trees for the sale. Tevis will assist with pickup and transport.

c. Arboretum Grant Update

a. Stanek, Boehm and Beckman provided updates.

d. Kiwanis Kids Program recap report from October 30, 2023.

a. Stanek provided update.

e. Pulse Sign order and installation plan

a. Beckman provided update

8. Bird City

a. Discussion of 2022 approval

a. Stanek provided update

9. New Business

a. Milkweed Protection Discussion

a. Stanek provided information

b. Protection of oaks from library expansion

a. Stanek provided update. No drawings have been submitted to planning commission yet.

10. Future Agenda Items

a. Setting times for Tree Sale

b. Discussion on spongy moth pest management plan

11. Adjournment

a. Motioned by Ryan Tevis to 5:32 PM. Seconded by Patrick Taylor. Ayes: Stanek, Taylor, Chandler, Tevis, Leaver. Nays: None Absent: Brown, Alt

Respectfully Submitted,

Kevin Boehm

Kevin Boehm



Finance Committee Meeting

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

Tuesday, January 23, 2024 - 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.**

1/23/2024 Finance Committee Meeting
Jan 23, 2024, 5:00 – 6:00 PM (America/Chicago)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/770646165>

You can also dial in using your phone.

Access Code: 770-646-165

United States: +1 (646) 749-3122

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

AGENDA

CALL TO ORDER

The meeting was called to order by Lisa Dawsey-Smith at 5:00 p.m.

ROLL CALL

Present: Lisa Dawsey-Smith, Jill Gerber, and Neil Hicks

Absent: None

Additional Attendees: Finance Director, Rachele Blich

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 made by Jill Gerber, Seconded by Lisa Dawsey-Smith to approve consent agenda. Voting Yes: Lisa Dawsey-Smith, Jill Gerber, and Neil Hicks

1. December 26, 2023 Finance Committee Meeting Minutes

HEARING OF CITIZEN COMMENTS

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

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

CONSIDERATIONS / DISCUSSIONS / REPORTS

2. December 2023 Financials
3. December 2023 WAFC Update
4. Shared-Ride Taxi Rate Increases

Motion made by Lisa Dawsey-Smith, Seconded by Neil Hicks to recommend an increase for the Shared-Ride Taxi agency fare to Common Council. Voting Yes: Lisa Dawsey-Smith, Jill Gerber, and Neil Hicks.

FUTURE AGENDA ITEMS

5. Policy Review
6. Compensation Study

ADJOURNMENT

Motion made by Neil Hicks, Seconded by Lisa Dawsey-Smith to adjourn. Voting Yes: Lisa Dawsey-Smith, Jill Gerber, and Neil Hicks.

The meeting was adjourned at 5:16 p.m.

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

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



Council Agenda Item

Meeting Date:	03/05/2024
Agenda Item:	PD Organizational & Workload Study
Staff Contact (name, email, phone):	Dan Meyer dmeyer@whitewater-wi.gov 262-473-1371

BACKGROUND

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

On November 21, 2023, Council approved pre-funding \$50,000 for the completion of a police department organizational and workload study. On December 8, 2023, a request for proposals was publicly posted. On February 20, 2024, Council approved entering an agreement with Fitch and Associates to complete the work for an estimated cost of \$48,000. The signed agreement has been provided in the packet. Also included in the packet are the originally submitted proposals from Fitch and Associates, McMahon Associates, and Public Administration Associates.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

On November 21, 2023, Council approved pre-funding \$50,000 for the completion of a police department organizational and workload study. On December 8, 2023, a request for proposals was publicly posted. On February 20, 2024, Council approved entering an agreement with Fitch and Associates to complete the work.

FINANCIAL IMPACT

(If none, state N/A)

The cost outlined in the agreement with Fitch and Associates is \$48,000 in the following installments:

- 30% due upon signing of agreement - \$14,400
- 30% due upon completion of analysis of CAD data, geographic analysis - \$14,400
- 40% due upon project completion - \$16,000

STAFF RECOMMENDATION

N/A

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Fitch and Associates signed agreement
2. Fitch and Associates proposal
3. McMahon Associates Proposal
4. Public Administration Associates Proposal

FITCH

& ASSOCIATES

CONSULTING SERVICES PROPOSAL

Police Organizational & Workload Study City of Whitewater, Wisconsin Police Department



📍 PO Box 170, 2901 Williamsburg Terrace, Suite G, Platte City, Missouri 64079

☎️ (816) 431-2600

🖨️ (816) 431-2653

🌐 www.fitchassoc.com

TABLE OF CONTENTS

+

VENDOR’S APPROACH.....5

- THE CHALLENGE FACING SERVICE PROVIDERS 6
- PROJECT INITIATION, KICKOFF, AND ACQUISITION AND REVIEW OF BACKGROUND INFORMATION..... 8
- ESTABLISHING SERVICE LEVELS TO BE OFFERED 8
- VERIFICATION OF DATA AND DEVELOPMENT OF REPORTING TOOLS..... 9
- MARGINAL UTILITY MODELING: 9
- PROJECT MANAGEMENT AND INTERACTION WITH CITY AND DEPARTMENT 10
- KEY DECISION POINTS 10
- ORGANIZATIONAL STRUCTURE AND JOB DESCRIPTIONS..... 10
- COMPARABLE AND NEIGHBORING MUNICIPALITIES 11
- FRONTLINE WORKLOAD CALLS FOR SERVICE ANALYSIS 12
- DEMOGRAPHIC AND ENVIRONMENTAL IMPACTS 21
- EVALUATION OF WHITEWATER POLICE DEPARTMENT 911 AND DISPATCH CENTER 22
- STAFFING IMPACTS AS A RESULT OF WORKLOAD ANALYSIS 32
- IT DEPARTMENT NEEDS AND CAPABILITIES..... 33
- COMMUNITY ENGAGEMENT AND ACTIVITIES TO SUPPORT DIVERSITY..... 33
- EQUIPMENT..... 35
- FLEET OPERATIONS..... 36
- BEST PRACTICES 37

CONTRACTOR EXPERIENCE..... 38

- QUALIFICATIONS OF THE FITCH TEAM 39
- THE PROJECT TEAM: 39
- GUILLERMO FUENTES, COO/PARTNER - PROJECT LEAD..... 40
- CHIEF MELANIE BEVAN, EDD., CONSULTANT - POLICE LEAD 41
- CHIEF BRUCE J. MOELLER (RET), PHD, SENIOR CONSULTANT – FIRE/FINANCE 41
- GANG WANG, PHD, SENIOR CONSULTANT – DATA ANALYST 42
- BRIAN MCGRATH, SENIOR CONSULTANT – GIS AND MAPPING ANALYST 42
- JENNIFER KIRKLAND, CONSULTANT – 9-1-1 COMMUNICATIONS 42
- ANTHONY CAMMARANO, CONSULTANT – 9-1-1 COMMUNICATIONS 43
- PATRICK McCAULEY, CONSULTANT – POLICE OPERATIONS..... 43

VENDOR’S NEEDS.....44

COST:46

- PROJECT COMPLETION SCHEDULE: 47

ATTACHMENT 1: STANDARD CONTRACT

ATTACHMENT 2: REFERENCES

January 26, 2024

Daniel A Meyer
Chief of Police
City of Whitewater Police Department
312 W. Whitewater St.
Whitewater, WI 53190

Chief Meyer:

Fitch & Associates (*FITCH*) is pleased to respond to the City of Whitewater's request for proposals for an Organizational and Workload Study of the Police Department.

We have reviewed and incorporated your specific needs into this submission and have organized the information requested for clarity. The *FITCH* team recognizes the importance of this project to the City and Department and will objectively assess and benchmark the performance of each service line. We will identify implementable opportunities for operational and organizational efficiency, effectiveness, improvement, and long-term sustainability based on modern best practices and the distinct characteristics of the City of Whitewater. We propose to use our unique methodology and extensive experience to develop options and recommendations to optimize effectiveness and efficiency in the management and delivery of public safety services.

FITCH has worked on some of the most complicated geopolitical landscapes in the world. Having worked in every continent, and on a wide variety of projects, we understand the complexities that national issues can have on local communities. Modernizing and re-imagining public safety strategies and operations, while maintaining its core values and best traditions, is a delicate and complex task that many progressive communities are facing. *FITCH* has assembled a multi-disciplinary team from first responder agencies, city managers, and public safety individuals from both the United States and Canada. It will take the synthesis of a multitude of opinions and experiences to generate real, innovative, and meaningful change.

Our firm is uniquely qualified to submit this response and perform the work required. Fitch & Associates has provided similar planning and analysis services for over 1,000 clients represented in every continent except Antarctica and in all 50 U.S. States throughout its 30-year history. Our team has wide-ranging technical expertise and experience providing robust organizational reviews of municipal agencies, including an

extensive body of work with first responder agencies. We are also known for delivering accurate reports within the agreed timeframes and budget.

Fitch & Associates' home office is located at the address below. However, each of the consultants are located in their area of residence and/or expertise. All official hard-copy documents can be sent to the office located below.

Fitch & Associates, LLC
PO Box 170
2901 Williamsburg Terrace, Suite G
Platte City, Missouri 64079
Telephone: (816) 431-2600
Facsimile: (816) 431-2653

FITCH has assembled a diverse and experienced team that will provide insightful and innovative options, customized for your situation, and crafted with your input and needs as paramount considerations.

We appreciate the opportunity to submit this proposal and look forward to talking with you more about how we can provide you with superior services and value.

Kind regards,



Guillermo Fuentes, MBA
Chief Operating Officer
Senior Partner

VENDOR’S APPROACH

Our project management methodology is a disciplined and structured approach which will provide a framework for effective management and completion of this project while providing ample flexibility to meet the unique needs of your organization. Key activities are clearly outlined and logically organized to produce specific deliverables within the period. We will review our progress against our work plan on a regular basis to ensure that we are progressing according to plan. Any deviations will be flagged immediately, and appropriate action is taken, through discussion with you, to address any potential issues.

The following figure graphically illustrates the project approach.

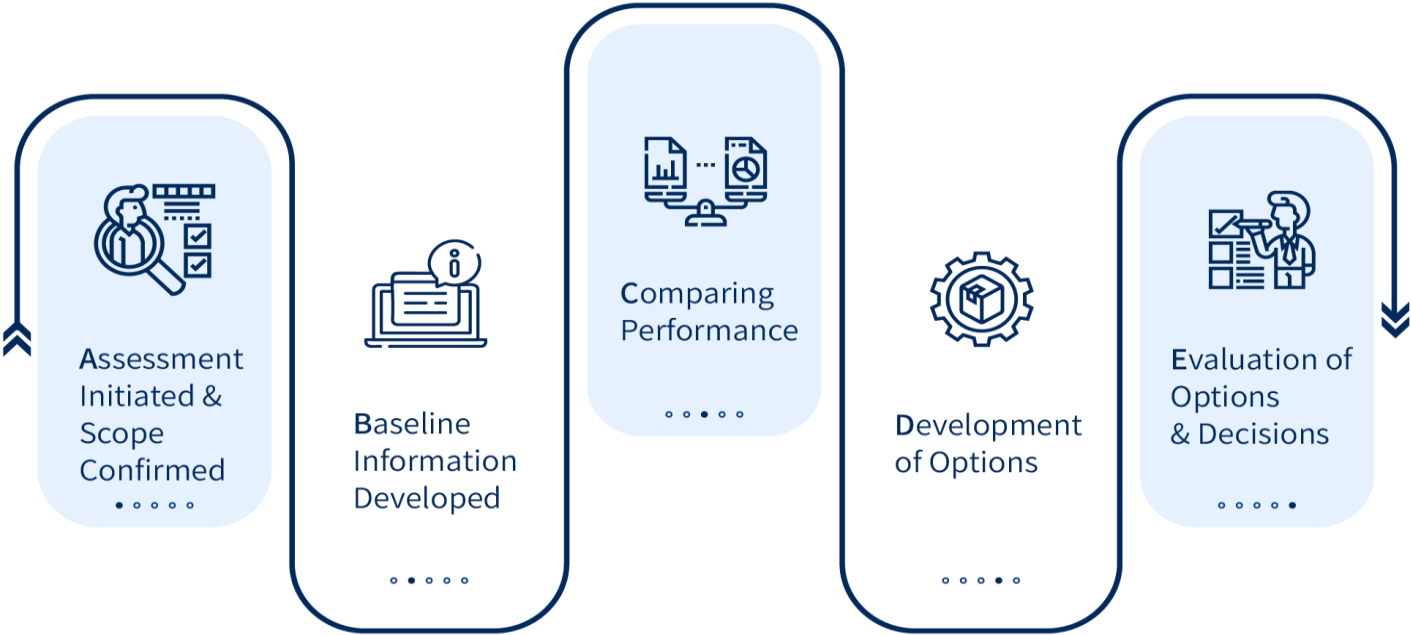


Figure 1 - Project Approach

The phases outlined below include **A**ssessment initiation, **B**aseline information development, **C**omponents and Models, **D**evelopment of responses, and **E**valuation of options and decisions to implement.

A

A kick-off meeting to finalize the work plan and timeline is paramount to a successful study and the ability of *FITCH* to maximize the effectiveness of its team. At the kick-off meeting, an overview of the project’s approach will be provided to stakeholders. Any final logistical and scheduling issues will be resolved during this phase.

B

Baseline information is collected and typically includes the following:

- Previous studies and planning documents
- Annual reports and records
- Available response and deployment planning data
- Budgets and expenditure reports
- Relevant performance documentation

Baseline data is collected utilizing an Information and Data Request (IDR) instrument to collect detailed information from the providers, communications center, and stakeholders. This instrument will enable us to access key information about the agency.

C

Comparing Performance to internal and external benchmarks provides a valuable framework for objectively recommending options for improvement.

- Operational Performance & Metrics
- Fiscal Policies and Processes
- Regulatory Environment
- Community Engagement and Effective Initiatives
- Organizational Structure and Effectiveness

D

Development of Options is an iterative process based on reviewing the current situation, organizational capabilities, and the service mandate.

E

Evaluation of Options and Decisions is the stage where the draft report is presented in a briefing. This provides a framework to discuss the findings, recommendations, implementation strategies, and timeframes.

THE CHALLENGE FACING SERVICE PROVIDERS

Local governments throughout the country, including the state of Wisconsin, are facing a new reality in the provision of public services. Allocating fiscal resources to sustain the traditional methods and scope of services provided to the community will almost certainly be a challenge. Concurrently, taxpayers are

increasingly unwilling to increase their contributions to fund the status quo. In this environment, it is incumbent on government to assess efficiency and explore options for the delivery of essential services. While exploring these options it is important to do so rigorously and objectively using an evidence-based approach so that the modeling recommended as a result is transparent, links community expectations and industry best practices, and is defensible. Cities such as Whitewater need to ensure all City Services, especially law enforcement, are positioned well on a 10-year horizon to meet the changing nature and expanded needs of a rapidly evolving populous.

Police Departments at all levels of government are faced with the prospect of fundamental change as never before. Mounting calls for reform underscore the need to be aware of community concerns about bias and transparency to maintain and build on the public trust and confidence that is the essential foundation of all policing. President Biden's executive order containing some important reforms at the federal level was signed on May 25, 2022, and is the most recent evidence of a call for reform that will most assuredly, and inevitably have implications for state and local police. Progressive police departments and municipal governments will be at the forefront in ensuring that sensible, and effective transformation takes place that is in tune with the specific needs and wishes of their local community. The City of Whitewater leads the way by calling for a review and analysis of their current situation and identifying the need for Federal Government assistance with the local policing impact of national issues such as immigration, and its effect on City services. Fitch & Associates stands ready with the experience, expertise, credibility, and diversity to assist the department in effecting substantive change.

We propose a comprehensive review by a team of experts in municipal leadership, police operations, change management, emergency management, and technological innovation. This multidisciplinary and experienced team will assess performance and explore options for the City to operate within funding limitations, while preparing for the agency's future service delivery. These options will be operationally effective, efficient, and sustainable, shaped by the specific risks and priorities identified by the City and the community.

FITCH is uniquely suited for this project. We have reviewed emergency service systems and developed staffing and deployment plans for over 30 years. We have taught multiple approaches for police, fire, and EMS deployment models for more than a decade as part of the Communication Center Manager's (CCM) program we conduct under the auspices of the International Academies of Emergency Dispatch. We have served as a resource for detailed reports on emergency services and are a Strategic Partner of the International City and County Management Association (ICMA). Fitch and Associates has extensive experience developing organizational models, shift and deployment schedules for emergency organizations in a wide variety of

environments. The project plan and methodology that follow details the Fitch and Associate's approach to meeting your requirements.

PROJECT INITIATION, KICKOFF, AND ACQUISITION AND REVIEW OF BACKGROUND INFORMATION

The first step in the process is to conduct a kick-off meeting to finalize the work plan and timeline and is paramount to a successful study and the ability of *FITCH* to maximize the effectiveness of its work teams. At the kick-off meeting an overview of the approach to the project will be provided to stakeholders. Any final logistical issues will be resolved during this phase. It is in this phase that key representatives will review and prioritize items identified by the City/Department and provide an opportunity to refine any specific objectives related to each service area or objective.

During the project initiation and/or first on-site visit, personal interviews will be scheduled with the following key stakeholders.

- Elected officials
- City Administration
- Police and Leadership Team
- Labor Executive Boards (If appropriate)
- Frontline and middle management ranks from the police department

Concurrently, *FITCH* will submit an Information Data Request (IDR) that the Departments will complete within 30 days of project initiation.

ESTABLISHING SERVICE LEVELS TO BE OFFERED

A key component to exploring options or alternatives is to establish the desired service levels. This part of the process will incorporate several elements from stakeholder feedback to establish expectations for service as well as a brief review of the available evidenced-based research related to response times.

Several alternatives will be provided and articulated in such a manner that policy can be transparently adopted with the specific costs connected with the associated desired performance. For example, the fiscal impact will be provided comparing incremental adjustments to performance for both quicker responses as

well as a more measured response. The impact on costs is significant and grows exponentially with the size of the system.

VERIFICATION OF DATA AND DEVELOPMENT OF REPORTING TOOLS

FITCH'S process includes multiple validation and verification checks. For example, when available, the police department's reporting information in their respective Records Management Systems (RMS) will be merged with the raw CAD data. Any variability is explored, shared, and discussed with the system stakeholders. If the data cannot be reconciled, we will meet with the client and agree upon which data set has the greatest value. Finally, recommendations for improvement in data collection or record keeping will be offered, if appropriate.

In all cases, draft data will be shared with the system experts for validation and verification at each critical milestone in the study. All geospatial and quantitative analyses will be balanced with information gleaned from onsite work, direct observations, document reviews, and structured interviews.

Finally, recommendations for reporting tools, methods for capturing targeted data, and intuitive data elements for successful and timely management of system performance and outcomes will be offered.

MARGINAL UTILITY MODELING:

One of the key features of the Fitch and Associates methodology is the application of marginal utility modeling to human resource management. This approach puts into perspective the relative value of additional resources by considering their impact against their cost. Additional or redeployed resources add extra capacity, but there is a point of diminishing returns where their value is outpaced by their additional cost. Public Service Agencies must always balance service provision with the impact of cost from public funds. The Fitch and Associates methodology provides a defensible rationale for adding/redeploying the optimal number of resources to maximize service gains. Any resource allocation and organizational review is about putting the right amount of resources in the right place at the right time. The Fitch and Associates time tested, and comprehensive approach provides a scientific basis to achieve this goal in the way that is operationally effective, reflects the unique needs of the client agency, and balances supply and demand in a cost-effective way.

PROJECT MANAGEMENT AND INTERACTION WITH CITY AND DEPARTMENT

Our project management is a disciplined and structured process. Key activities are clearly outlined and logically organized to produce specific deliverables within the defined period of time. We will review our progress against the work plan on a regular basis to ensure that we are progressing according to plan. Any deviations will be flagged immediately, and appropriate action taken, through discussion with you, to address issues.

As designed, this project will be transparent and highly collaborative. It is essential to the *FITCH* team that the key stakeholders have sufficient opportunity for input and guidance throughout the project. This proposal is assuming a kick-off meeting with the City and Department leadership. As proposed, the *FITCH* team will conduct a minimum of three onsite visits including a formal presentation of the findings if desired. At a minimum, the *FITCH* team will meet with elected officials, police administration, key staff and identified essential stakeholders.

KEY DECISION POINTS

Utilizing our approach, the City /Department will have an opportunity to guide policy decisions at specific milestones throughout the project. Similarly, City staff and key stakeholders will provide guidance regarding the desired system performance objectives. This is a crucial element to a successful system design. Recommendations will also consider best practices, peer comparators, professional association standards as well as the impact of union contracts on the recommendations.

ORGANIZATIONAL STRUCTURE AND JOB DESCRIPTIONS

Currently the Department is led by the Chief along with a two Captains and a Support Services Manager. The organizational Structure includes a Detective Bureau, a School Resource Officer, Community Service Unit, Patrol, Records and Communications.

The *FITCH* team will bring their extensive national and international experience and diverse expertise to carefully review the structure of the Whitewater Police Department. This will begin with an overview of the organizational chart in a position-by-position review, examining the efficiency, cogency, and relevance of the existing division of units, and tasks, reporting structures, span of control and workflow. The Department's

organizational design will be clarified through interviews with key staff and compared with the organizational designs from peer police services and established best practices.

Job descriptions are a key document for the recruitment, appropriate delegation of tasks, supervision, and development of all employees. They are also insightful indicators of the relative work processes and duties undertaken by employees from the various units in the Police Department.

Based on the various job descriptions the *FITCH* team will create process maps will be developed to ensure all procedures and workflows are clearly understood and reflect current practices as these individual work processes work their way through the entire system. The workflow will be analyzed to eliminate duplication, ensure the work streams in a logical progression, and is accomplished in the most efficient way. During this exercise it is commonplace to also identify job descriptions and associated work processes that need to be updated or better explained, that conflict with or contradict another existing job descriptions, or that provide an opportunity for synergy by combining those functions into a more comprehensive process. Next the Whitewater Police Department process maps will be compared with best practices from comparator police departments and recommendations for change will be shared. Those recommendations will be refined with input from the City and police leadership and final evaluated options will be presented. Specifically, the *FITCH* team will include recommendations about possible implications the current structure may have for succession planning, career development, efficiency and value added for the department.

The findings from the review of the organizational structure will be coupled with a thorough understanding of the workload, as described later in this proposal, to identify the demand for service, and the minimum and optimal amount of staff to meet that demand will be recommended.

COMPARABLE AND NEIGHBORING MUNICIPALITIES

The public and community leaders often draw comparisons with nearby agencies to try and put operations and police spending into context. At times, these comparators may be unsuitable because of the unique challenges in a particular environment, or because many of the operational variables are different. *FITCH* will perform a comparative analysis utilizing cities defined in consultation with the Department that are fair comparators with Whitewater and most closely mirror its unique characteristics. The scope of that analysis will include a review of best practices and quantify comparison variables defined in consultation with the client.

FRONTLINE WORKLOAD CALLS FOR SERVICE ANALYSIS

Front line patrol is the core function of the Police Department, and it is foundational to all the other aspects of the workload to understand it. The *FITCH* approach yields a detailed understanding of the current demands on the front line and will form the basis to make evidence-based recommendations about options to better meet the work requirements. Frontline Workload for Police Departments can be thought of as encompassing 4 broad areas:

- Reactive Workload
- Proactive Workload
- General Patrol
- Administrative Time

Demand for Service – The Reactive Workload:

The reactive workload is comprised principally of the calls for service information. Collecting objective data from CAD and other sources is a central element of this phase of the project. This is supplemented with further interviews with key stakeholders, analysis of relevant data sets and direct observation. Fitch & Associates will analyze the current baseline information to determine the status of the police service provided.

Call Frequency, Type, Duration:

The demand for service by type of call and time-of-day, day-of-week, and week-of-year patterns is a key element of this analysis. The frequency and patterns of particular call types and priority levels, as well as the average time on call from when it is received to when it is cleared is all information that will need to be gathered. The analysis, depending on data quality, will also yield a depiction of the most frequent call types, as well as the call types that typically take the longest to resolve from dispatch to clear. This analysis helps to illuminate calls that significantly take away from officer availability. To supplement the data, personal interviews will be conducted with junior and senior officers to determine the most problematic, time-consuming calls, and explore strategies to provide more support for these particular call types.

The calls for service data set will provide multifaceted information about the reactive workload including call patterns, call complexity, queue time, officer availability, time on call, need for follow up by investigators, etc.

Below are some sample representations of some types of reactive call data, it is not intended to be an all-inclusive depiction of the reactive calls for service analysis.

Time Segment	Calls For Service	Percentage of Calls
0600-0859	6,704	6.8%
0900-1159	13,318	13.4%
1200-1459	15,024	15.2%
1500-1759	16,548	16.7%
1800-2059	15,399	15.8%
2100-2359	14,356	14.5%
0000-0259	11,255	11.9%
0300-0600	6,291	6.7%

Figure 2: Calls for Service by Time Segment

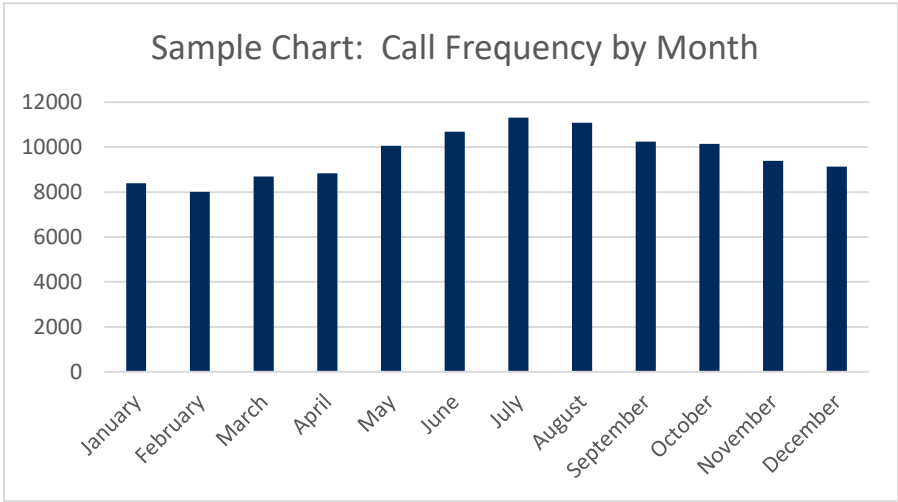


Figure 3: Sample Chart - Call Frequency by Month

Sample Chart Call Frequency and Duration by Patrol Area						
District	Number of Calls	Time on Calls in Hours	Front-Line Officers	Percent of Calls	Percent of Overall Time on Calls	Percent of Front-Line Officers
1 District	39,200	62,847.35	92	38%	40%	30%
2 District	24,042	38,545.88	60	24%	24%	20%
3 District	14,441	15,951.91	40	14%	10%	13%
5 District	7,798	11,558.48	32	8%	7%	10%
6 District	4,951	9,184.93	24	5%	6%	8%
8 District	8,981	14,080.85	32	9%	9%	10%
9 District	2,380	5,740.60	25	2%	4%	8%

Figure 4: Sample Chart - Call Frequency and Duration by Patrol Area

The calls for service analysis may also identify particular call types, victims, or crimes that are disproportionately impacting patrol resources and need to be reviewed to see if additional resources are needed, or if the method for dealing with the calls needs to be altered. The *FITCH* team will offer options with the associated benefits and risks of each approach to resolving these aberrant call types. With input from the City, the *FITCH* team will also select peer city comparators to put the workload data into context.

In many police departments, the number of officers also varies with the time of day, day of week, month of the year or by location in the City. It is also useful to compare calls overall to deployment to get a calls per officer ratio to use as a common denominator when comparing these different deployment sectors to one another or comparing the Whitewater PD to other police departments. The consultant will compile 5 years of ‘calls per officer’ data to illustrate the per capita workload changes over the period. It also serves as a baseline measure when considering the work impacts of population growth and municipal development in future years.

Queue, Travel and Response Time:

To obtain a comprehensive picture of the reactive workload it is important to consider how that workload affects response time for priority calls. Even in areas where the reactive calls for service demands are relatively low, it will still be necessary to maintain a certain number of resources to be able to respond to serious calls in a timely manner. Response time to in progress priority calls has long been an important benchmark of adequate staffing. There are three related measures that must be taken into account.

First is queue time, which measures the amount of time it takes dispatch to receive process or partially process the call information, and then dispatch officers to the call. This may include call stacking time based on the Department dispatch processes.

The second component is the actual travel time that it takes for the officer who received the call to arrive at it. Many factors in the environment, including geographic features and traffic patterns, influence travel time.

The sum of queue time and travel time is response time. This is the measure from the perspective of the caller that it took for the police to arrive at their call.

Target queue, travel and response times for priority calls will be determined in consultation with the City and Police Department officials, and further informed by best practices from comparator police departments. Below is a sample of how response times are calculated and tracked to allow the Department to set standards and benchmark performance.

	Call Type	2019	2020
Median	Priority 1	00:01:23	00:02:08
	Priority 2	00:02:43	00:03:35
	Priority 3	00:09:07	00:10:45
60th Percentile	Priority 1	00:03:58	00:02:27
	Priority 2	00:12:09	00:04:27
	Priority 3	00:55:39	00:18:21
70th Percentile	Priority 1	00:05:46	00:02:49
	Priority 2	00:17:35	00:05:53
	Priority 3	01:15:31	00:31:40
80th Percentile	Priority 1	00:07:52	00:03:14
	Priority 2	00:23:56	00:12:54
	Priority 3	01:38:46	00:56:19

Figure 5: Sample Chart – Response Time by Year

Response time for priority calls serves as an important benchmark metric for police resource allocation studies. Response time compliance is an independent risk value for emergency services. It is predicated on having available vehicles strategically placed throughout the communities so that when an emergency call does occur in that community, the vehicle is available to respond and is close enough to the incident to have a positive outcome. Thus, the notion of emergency response is a sum value of vehicles required to respond to calls and vehicles required to achieve response time compliance.

Total vehicles required for emergency calls = (call volume X average time on task) + vehicles required to achieve response time. To determine where resources need to be positioned to achieve these performance goals, we turn to geospatial analysis.

Geospatial Analysis

Overlaying call response data with a geographic layer to cross reference call and officer availability information is the next step in the process. The geographic analysis determines the location of incidents to identify the most effective placement of resources for an effective response time, this is crucial for the analysis of deployment efficiency. Geographic analysis uses geography and mathematics in a combined approach to visually and thoroughly achieve analysis that cannot otherwise be accomplished. In specific terms, it allows for call data to be cross-referenced with geography so that some observations/conclusions can be drawn. The geographic analysis assists in depicting the total reactive workload and compares the demand to the way area patrol beats are organized and the available officers are deployed. The combined geographical and calls for service information may also suggest alternate patrol area layouts to respond to calls more efficiently.

Further to this, the crime information can be overlaid with data about population density, trends in residential and commercial development, current deployment beats and other data to add context and insight into the calls for service patterns. Current and future development and population trends can also assist in predicting future demands and deployment needs. A sample of what a geospatial analysis of calls for service and positioning of officers for response times can offer as a dataset is shown in the next two figures.

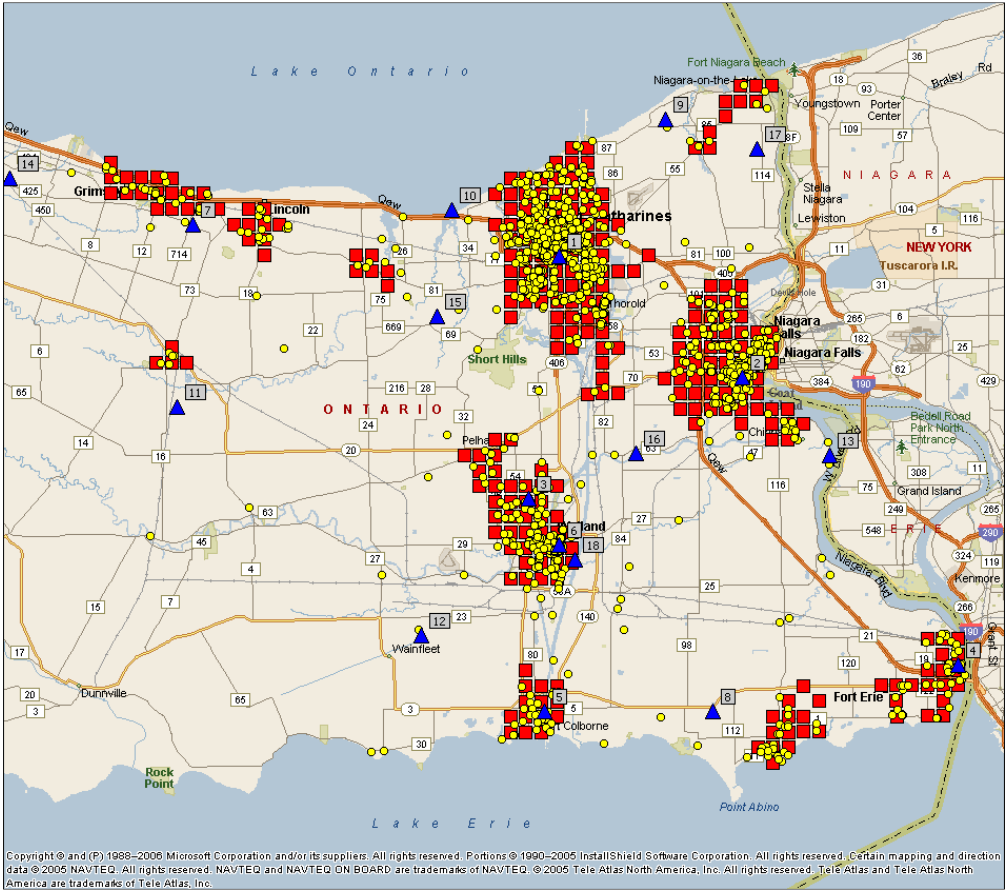


Figure 6: Geospatial Analysis

Copyright © and (P) 1998–2006 Microsoft Corporation and/or its suppliers. All rights reserved. Portions © 1990–2005 InstallShield Software Corporation. All rights reserved. Certain mapping and direction data © 2005 NAVTEQ. All rights reserved. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2005 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc.

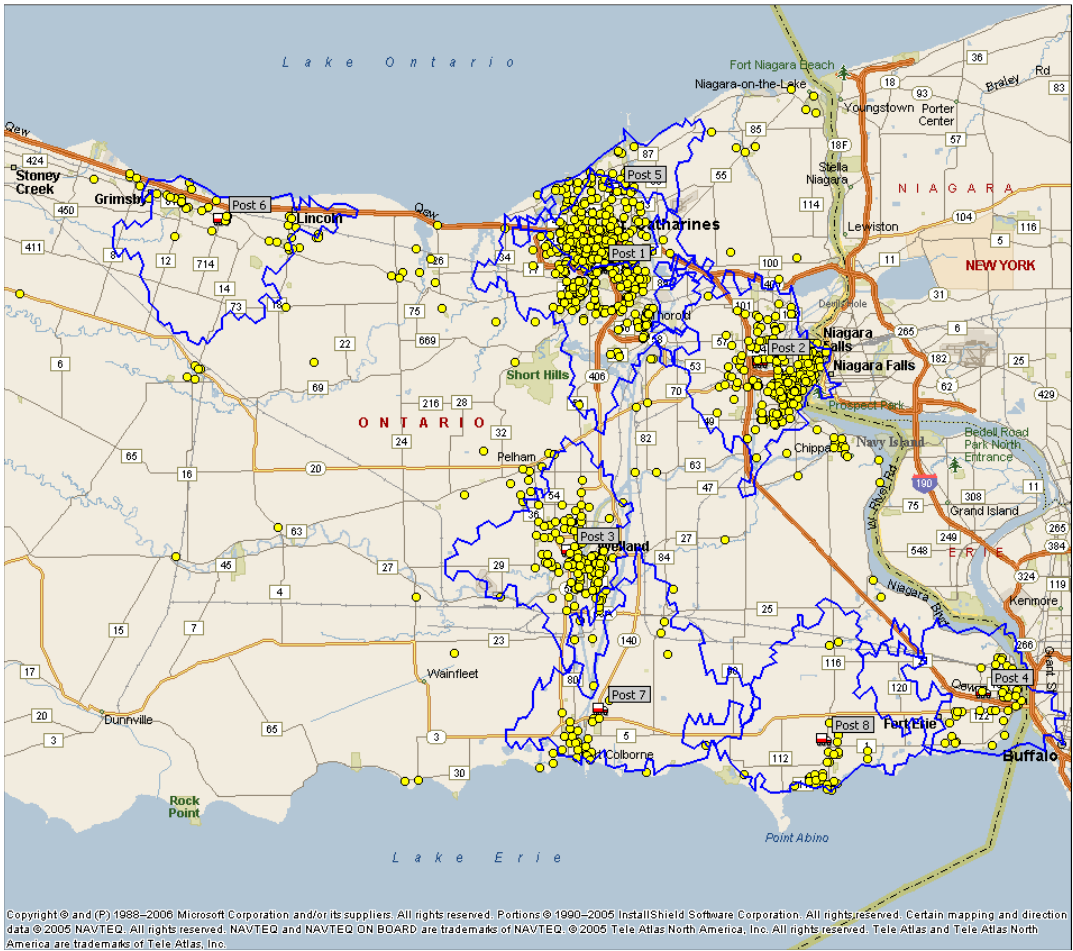


Figure 7: Geospatial Analysis

Mandate Analysis:

The last step in analyzing the reactive workload is to examine the full range and variability of the types of calls that officers are responding to. In many instances the police are one of the few municipal services who are available 24 hours a day 7 days a week and so become the public’s call of first and last resort to deal with many issues. Often an analysis of call types will reveal certain activities or responsibilities the police have assumed that could be more effectively and/or economically dealt with by another municipal or private service provider. In other instances, the analysis may suggest a hybrid approach where the police could work synergistically with another entity to solve a community issue more thoroughly and permanently than either agency could do in isolation.

The analysis may also indicate that certain roles being performed by fully qualified and trained officers in the department could more efficiently and economically be dealt with by civilian employees, specialists, or technicians. This review of call types and responsibilities will assist the City in clarifying and refining their vision for the Police Department and their role in the community at present and into the future.

Proactive Workload:

Reactive policing in response to calls for service, however, is only one part of the total frontline workload. In addition to the calls for service information, CAD and other data can also assist in depicting the proactive activities of officers. These can include traffic enforcement, citizen contacts, premise checks, foot patrol or any other self-initiated policing activities that are captured in the CAD system or in other records. Most deployment models will want to have time built in at appropriate times of the day for proactive activities to take place. Department expectations of what the role of the officer is in the community, and what the core job functions are, greatly impact the proactive activity workload. Police departments that emphasize community outreach, engagement, and problem solving as part of the core responsibilities of frontline police officers typically have an enhanced need for officers to be available during the times when those community engagement activities characteristically need to occur i.e., 9:00 a.m. to 9:00 p.m. Typically, these are proactive activities that allow officers to focus on Department and Community priorities. Additionally, as part of the analysis, *FITCH* studies the proactive patrol strategies and community policing approaches and quantifies the effectiveness of each.

The department's requirements around proactive activity will form an important component in comprehensively depicting the total officer workload. Realizing that all proactive activities may not be sufficiently captured in the CAD system, especially while so many of them happen during the time officers are simply marked "available/ in-service", the *FITCH* team will conduct interviews with a subset of frontline officers in order to understand the types of proactive activities that are occurring undetected by the system. Recommendations may flow from these analyses to recommend practices to better record and quantify proactive time initiatives.

Patrol:

One of the important measures of workload and capacity utilized in the *FITCH* methodology is to also account for demands on officer time outside of calls for Service demands. As a baseline it is essential to have a sense

of how many officers are engaged in general patrol (i.e., not assigned to a call, an administrative detail, or proactive self-initiated police activity) at a given time.

Available officers on undirected patrol are poised to respond to priority events, (as described in the response time section of this proposal). In addition to emergency response capacity, general patrol as a consideration in the workload provides visibility which contributes to creating a subjective sense of safety (especially important for City Centers, entertainment districts and tourist areas). General Patrol also is desirable to provide a deterrent to public disorder and crime.

Having units available for emergency response is an important aspect of effective deployment. There is obviously a ceiling on the optimal number of available officers at a given time. A superfluous number of officers at a particular time, or a shortage of available units at a given time, indicates a mismatch between the workload and the deployment.

Administrative Time:

There are several realities that take away from police officers being available to take calls, patrol and do proactive activities. These include lunches and breaks, vacation, training, sick time, on duty court appearances, on duty injuries, vehicle maintenance, meetings etc. A comprehensive picture of workload must include the impact of these administrative tasks on the deployed staffing to accurately gauge the efficiency of the work shift, and deployment pattern. In some studies, it has been discovered that administrative time may take up 30% - 40% of officer availability. When thinking about adding officers to an area or task it is important to factor in lost time in order to have a comprehensive picture of availability. For example, if two officers were required full time for a particular task, the administrative time analysis may suggest that it is necessary to assign three officers to ensure that two are always available. Administrative time analysis also may present areas to highlight to explore options to increase efficiency, interject technology solutions to speed up manual processes, civilianize/outsourcing repetitive/specialized work or change a process entirely.

Optimal Beat Configuration:

Analysis of current deployment beats will determine their current and future appropriateness and may suggest the need for adjusting or adding resources to meet current and future demand. The reactive workload data, compared with the geospatial analysis, response time information, and proactive patrol expectations can be

compared to current deployment practices and reveal a very comprehensive picture of ideal deployment. Future municipal growth pattern projections can be overlaid to further inform and predict the impending needs of the community. The *FITCH* team utilizes our proprietary marginal utility model to engage communities in their understanding of the balance between response time performance, the community's willingness to assume risk, and the costs associated with comparative service levels. In this transparent dialogue, community policy can be clearly derived that meets the best balance between community expectations for service, costs, and outcomes. The result is an optimal and practical number of available resources are identified and positioned.

DEMOGRAPHIC AND ENVIRONMENTAL IMPACTS

Once a comprehensive picture of the demand for service is gathered, Fitch and Associates will consider community growth patterns, population projections, demographic shifts, calls for service trends, as well as other local, state, and national trends, to project deployment and workload from current state forward into the future. This projection will look at the Department organizational chart, deployment, staffing and shift requirements for all of the Department's frontline, investigative and specialty units to maintain desired service levels in response to the changing operational environment, the future vision of the Department, operational options to be adopted, and future trends.

In particular, for the City of Whitewater Fitch will consider and quantify the workload impact associated with the influx of 800-1000 immigrants of varying legal statuses into the community since 2022. These new immigrants add diversity and productivity into the community but there are, in many cases, specific impacts on police workload. Impacts to consider include the need to communicate effectively with this primarily Spanish speaking group, many of whom have an inherent distrust of police in their native countries, and the strain on resources of a sizable and sudden increase in population has on police demand. The added demand on police resources, and the types of community engagement strategies required as this new group establishes themselves financially and socially during the process of assimilation into the larger community, is an essential consideration for this study. It will be instructive to examine any changes to calls for service volume, call types and proactive activities, that occurred after the influx of new residents to determine the overall workload influences.

EVALUATION OF WHITEWATER POLICE DEPARTMENT 911 AND DISPATCH CENTER

FITCH has extensive experience and a specific methodology for analysis of the 911 Centre. A specific and detailed description of our unique approach follows below. All or some of these methodological steps may be required depending on the operational model and workload of the current unit.

The Dispatch and Communication's center represents an essential hub of activity for any emergency response agency. In 2022 the Whitewater dispatch unit processed in excess of 500,000 calls for service. *FITCH* will use an evidence-based approach to assess the performance of the Dispatch and Communications Operations.

The first component of the analysis involves looking at the current state and mission of the communications center, its staffing strategy and call taking methodology. Does the center handle calls for one agency or one type of agency or for several agencies or types for first responders i.e., Police, Fire, and Ambulance? Is the center staffed with sworn or civilian staff? Does the center use an algorithmic method to process calls, a freestyle method or something else? What shift schedule is followed?

Computer Assisted Dispatch (CAD) data is a rich source of information about the performance of the call center. *FITCH* will analyze the data to assess:

- Call volume
- Call answer times
- Call completion rates
- Call abandonment rates
- Temporal patterns of call volume by day of week and hour of day
- Call processing times for different priority categories

The authenticity of the data will then be verified by comparing it to any parallel systems such as the Records Management System and then gather qualitative context through focused discussions with staff to garner a deeper understanding of what the patterns in the data represent. The resultant dataset will indicate peak periods, and areas for improved performance.

That performance will be compared to benchmarks and best practices established by agencies such as the National Emergency Number Association (NENA), International Academies of Emergency Dispatch (IAED),

Association of Public Safety Communications Officials (APCO) to again evaluate the performance of the Whitewater Dispatch and Communications Operation with those comparator agencies and metrics.

The *FITCH* team will then bring their years of consultancy experience as well as their real-world experiences in Emergency Service Environments to develop options and alternatives related to.

- Staffing
- Call taking methodology
- Work schedules
- Use of targeted technology to improve efficiencies

Each option will come with its own advantages and challenges and those pros and cons will be fully identified as part of the recommendation, as well as an evaluation of the risk and reward associated with each option.

FITCH's unique marginal utility approach will also illustrate the relative value of each option with the realization that all emergency service providers must spend tax dollars judiciously and strategically to achieve the maximum benefit.

Finally, *FITCH* will assist the dispatch center to develop metrics, and dashboards to monitor the progress being made from the baseline, and hence quantify the improvements made in service. *FITCH* will also assist with the development of a quality control program to measure compliance with any operational changes made and to ensure the quantitative improvements are accompanied by improvements in the quality of the call taking as well. *FITCH* has wide-ranging experience in transforming dispatch and communications centers into state-of-the-art facilities that lead the way in innovation and best practices.

The project's goal is to assess call-taking and dispatch services within the Communications and Dispatch Centre and determine if there is the right staffing level, better methodologies, and / or technologies available – Best Practices – to deliver these services. To achieve that goal, we employ two methodologies – quantitative and qualitative. The qualitative analysis will provide an objective assessment of the current environment to develop a clear baseline using advanced descriptive statistics. These descriptive statistics will also provide the foundation for advanced modeling which will allow for required staffing needs, by hour of day, for various levels of performance. The methodology for this modeling is explained in more detail below.

Qualitative methods will be employed to capture system characteristics and desired performance not otherwise available from quantitative methods. We will work with stakeholders to shape the components of

an ideal future state for emergency communications, and then develop specific recommendations that can be used for immediate system enhancements, continuous improvement, and an objective evaluation of success.

The following is a high-level overview of the proposed process for completion.

Objective Assessment of the Current Environment

FITCH will employ a structured and valid approach to address industry Best Practices. The graphic diagram below describes the typical process *FITCH* utilizes when undertaking a 9-1-1 emergency communications center project. This highlights the relationship of the components of a dispatch system and demonstrates the complexity of activities required for the ultimate goal of the system—rapid positive outcomes. The *FITCH* proposed project examines all the highlighted components in the context of the unique circumstances of the Whitewater system. Through this method, *FITCH* will identify opportunities for improvement across all service areas.

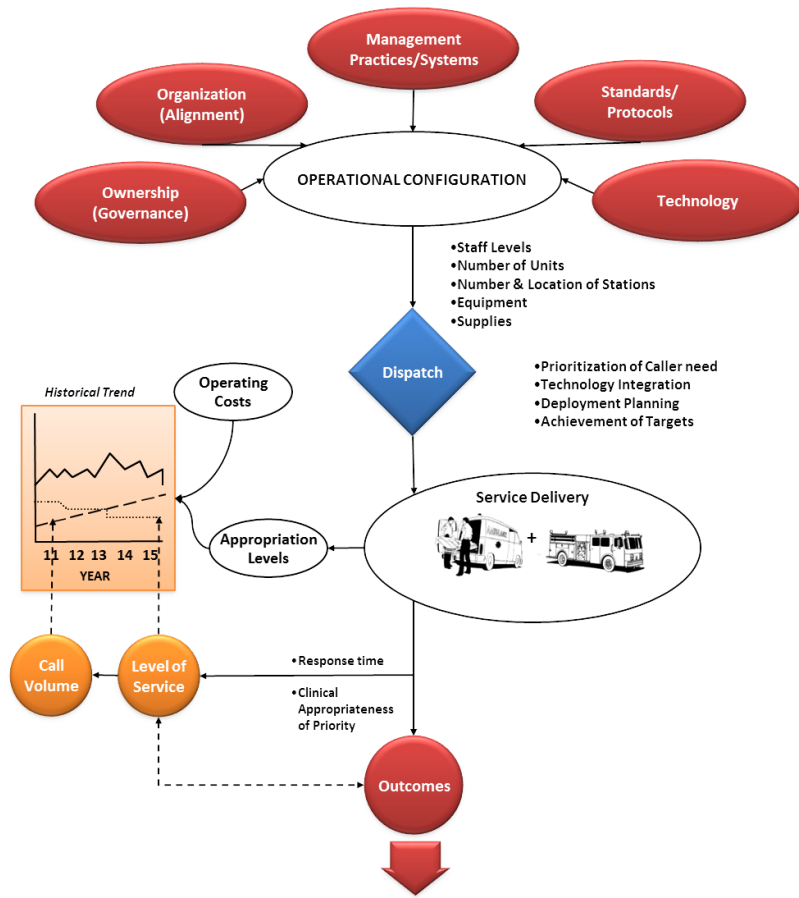


Figure 8: Current Operational Environment

To develop an optimal future state, a broad understanding of what exists and how it benchmarks to best practices is a foundational step. The research-based assessment model we will utilize is an objective process that engages stakeholders.

Our profession-specific review framework incorporates six major areas of inquiry including processes review, operational performance analysis, technology assessment, regulatory/legal environment examination, community issues and system structure issues. The framework acknowledges that state, regional and local government entities, public safety agencies, taxpayers and many others must work together in order to provide the highest possible level of quality within available resources. The following points present the elements that are typically covered within the course of a communications center review.

Communications Center Processes Review

Protocol/procedure development process	Quality (QI) and measurement systems
Quality of performance (e.g., as measured by reasonable conformance to protocol)	Caller interactions
Initial training and continuing education	Certification and licensure requirements
Use of supervision	Agency specific dispatch procedures
Physician involvement - if EMD	Specialized procedures (e.g., NIMS, CISM, etc.)
Audit/review process & use of findings	Accreditation(s)

Operational Performance & Utilization Metrics

Call volumes and trend analysis	Organizational structure and human resource leadership
Identify call mix and acuity levels by discipline	Level of services provided to various organizations (including ancillary and support services)
Temporal (distribution pattern) analysis	End user (stakeholder) issues
Workflow & process mapping	Policies and procedures
Determine processing times	Deployment and move up plans
Identify time-on-task	Automatic and/or mutual aid plans
Staffing plans, staff loading and distribution analysis	Key performance indicators and scorecards utilized
Performance requirements and compliance	
Workforce and labor issues	

Technology & Facilities

Inventory current technologies	Review proposed technology enhancements
Determine current technology capabilities	Review physical facilities & facilities related issues
Analysis of technology integration and contribution to performance	Staff satisfaction levels
	Emergency Operation & Alternative facilities

Regulatory/Legal Environment Examination

Contracts/Interlocal agreements	Other agreements. (e.g., Joint Powers
Accountability	Agreements, etc.)
State legislation and regulations	Mutual aid
Local regulatory requirements	Municipal regulations and ordinances
	Other communities' experience

Community Issues

Community involvement	Awareness levels
Expectations	Historical satisfaction levels

System Structure Issues

Legislative issues	Legal and administrative authority
System management and services	Financial analysis
Inter-agency coordination	Service description and relationships
Organizational structure options	Potential enhancements inventory
Interest of other agencies in future integration	System design issues
	Leadership and organizational governance

Collaborative Approach

FITCH proposes to use a collaborative approach that will blend local knowledge with information provided by subject matter experts in a highly defined process to achieve the study objectives. The team approach is illustrated in the figure below.



Figure 9: Collaborative Approach

Four Component Work Plan

There are four distinct components generally needed to accomplish the work on a project of this scope. These include:

Component 1—Initiation, Data Collection and Baseline Assessment

The work steps in this component are designed to confirm the project schedule and deliverables and to initiate information-gathering procedures.

Level “1” Interviews will include individual meetings with key stakeholders including Senior ECC Leaders & Board Members, Communications Center Director/Manager, Budget/ Finance Directors, Human Resources and Police and Fire Chiefs.

In this component, we also consult with individuals at various levels of the organization including:

Level “2” – Supervisory staff from GPD Dispatch Center, shared service (e.g., IT or MIS) representatives, labor unit leadership, and other key stakeholder representatives.

Level “3” – Observations and interviews in the Emergency CommunicationsCenter.

We utilize an Information and Data Request (IDR) instrument that addresses key items outlined in the assessment process above. This is a standard tool that has been used in other organizations and will allow us to compare results from Whitewater’s dispatch operations to those of similar organizations.

During this component, we also conduct other key data collection activities including the technology/facilities assessment and gap analysis; initiate the employee and key stakeholder on-line surveys; and review staffing and budget information required to establish a clear understanding of “where we are.”

The data requested will include phone, radio, and CAD data to appropriately assess the required time on task for supporting field operations, and therefore the required staffing to assess the correct number of intake/outgoing processes and to measure performance. A combination of mathematical queuing theory modeling and quantitative statistical analyses will be utilized to assess capabilities, technology, infrastructure, staffing, and performance.

Component 2 – Conduct External Benchmarking: Analysis – Impacts & Trends

In this component, we will outline best practices and compare the current performance to those practices. The call processing workflow is broken into its essential components as reflected in the figure below. In addition, we will access our extensive North American database of best practices to supplement our review and articulation of opportunities for improvement.

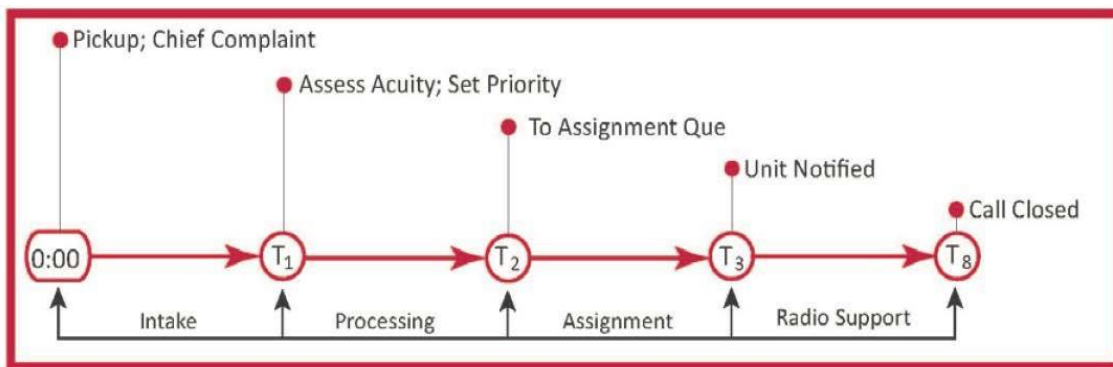


Figure 10: Call Flow by Dispatch Process

There are four steps: Intake, Call Processing, Assignment and Radio Support.

Two organizations, the National Fire Protection Association (NFPA) and the National Emergency Number Associations (NENA), set standards for emergency call answering and/or call processing. NFPA standards on dispatch (NFPA 1225) define both the flow of calls and the allotted time for high-performance dispatching. A summary of relevant standards regarding the dispatch process and performance is provided in the tables below.

NFPA 1225 Section	
	Section 15.4.1* Ninety- percent of events received on emergency lines shall be answered within 15 seconds, and 95 percent of alarms shall be answered within 20 seconds.
	Section 15.4.1.1 Compliance with 7.4.1 shall be evaluated monthly using data from the previous month.
	Section 15.4.3 Call processing time shall include the time from the call answer to initial notification of the responding ERU(s) [emergency response units].
	Section 15.4.4 Emergency alarm processing for the highest prioritization level emergency events listed in 15.4.4.1 through 15.4.4.2 shall be completed within 60 seconds, 90 percent of the time.
	Section 15.4.4* For law enforcement purposes, the AHJ [authority having jurisdiction] shall determine time frames allowed for completion of dispatch.

Figure 11: NFPA 1225 Dispatch Standards¹

¹ NFPA [2022]. National Fire Protection Association, NFPA 1225: Standard for Emergency Services Communications Systems. Quincy, MA: National Fire Protection Association.

NENA standards are consistent with NFPA 1221 with some additional detail, as noted in the table below.

NENA-STA-020.1-2020. ²	Standard
<p>Section 2.2.1 Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) SHALL be answered within (\leq) fifteen (15) seconds. Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within (\leq) twenty (20) seconds.</p>	

Figure 12: NENA Call Taking Operational Standards

Other sources, such as research studies from secondary sources, etc., will be used to document other external trends and issues and their relevance to the future provision of communications services in your community. During this component, we also meet with the project manager to review the draft data report and ensure the descriptive statistics represent the system’s current level of effort and performance.

Component 3—Define Future State Options

The definition of the future state represents a critical step in the process. In this component, all of the information that we have been gathering in the previous components and supporting analysis will be consolidated into a background summary that outlines the key issues and asks critical questions. In this component, pros and cons of service improvement options will be articulated and mitigation strategies will be offered. In this phase the *FITCH* team will look at alternative options and articulate the benefits and challenges associated with each. Backup centers are discussed and suggestions on how to achieve “real time” redundancies are explored. An order of magnitude of costs will be described to facilitate decisions related to plan components and timing for implementation. Funding sources are explored, and potential new sources are discussed in order to develop a sustainable cost-effective model.

Component 4—Report Results

The deliverables from Components 1 through 3 will be consolidated into a comprehensive planning summary. This step will identify and prioritize key activities, assign responsibility for each initiative and define the

² NENA (2020) Standard for 9-1-1 Call Processing. NENA-STA-020.1-2020.

timelines and resources required for the implementation. The draft project summary will be reviewed at a final project manager meeting with a final plan issued.

STAFFING IMPACTS AS A RESULT OF WORKLOAD ANALYSIS

This thorough evaluation of the data about calls for service, calls response times, geospatial information (combined with population demographic and growth statistics) will be further informed by interaction with members performing the front-line work and the Police Department's current and future vision to fully comprehend the existing and future demand for service. This will be combined with an understanding of the workload of the other units of the department that provide support to the front line including investigative and civilian units and an awareness of the future needs of the Department for training, succession planning and continuity. The first step will then be to review how the various units are organized and staffed to make recommendations to improve efficiency, performance, and economy. These recommendations will be based on best practices and may include the addition of new specialized units to meet the needs of the City.

The next step is to look at how the police are currently deployed by geographic area, time of day, day of week, etc., to determine if the supply of officers is capable of meeting the demands of the workload and the community expectations of performance, and to achieve staffing to have a capacity to answer calls in a timely manner to have an emergency response and proactive patrol capacity that meets the needs of the community now and into the future. The goal is to have the right amount and kind of resources, in the right place, at the right time. Next is how to organize and staff relevant support services to ensure efficient service delivery for the City.

An inclusive model can then be determined which will meet the demand for service with a plan that normalizes the ideal amount of officers, with the most efficient deployment of those officers in terms of beat configurations and shift schedules.

The analysis will indicate times when the police may be understaffed to meet the demand, or overstaffed based on the workload, and provide alternatives to reach a better fit by exploring options for operational methodologies, shift patterns, adding/repositioning staff, or changing the configuration/staffing allocation of beats. This analysis will include recommendations reflecting the number, span of control, and organizational structure of supervisory and managerial positions to provide effective guidance to the frontline and support units.

The *FITCH* team will recommend a range of staffing levels from minimally adequate to optimal, with our signature marginal utility modeling to assist in gauging the relative cost versus effectiveness of various levels of staffing. *FITCH* will also incorporate population growth projections into the analysis to depict incremental additions to staffing necessary to keep pace with demands associated to the future annexation of neighboring areas, as well as organic community growth and development of nearby infrastructure that will add to the need for police services.

IT DEPARTMENT NEEDS AND CAPABILITIES

Evidence-based policing is heavily reliant on accurate and timely data to efficiently deal with emerging crime and disorder trends. A robust crime analysis capacity is also an essential tool for modern police agencies. The exploding availability of data from smart phones, security cameras, and other electronic devices has given rise to real time operations centers, and other hubs of information. Seamlessly and harmoniously weaving this function into the reactive front-line workload and dispatch operations is both an emerging challenge and a significant opportunity for increased effectiveness. The Fitch team will examine the department's current capacity to capture, process, analyze and preserve data and records, and evaluate the operational impacts current and potential. Recommendations drawn from cutting edge police agencies, and other emergency services who routinely manage big data, will be shared regarding types of data, usage, data sharing and retention.

A key to providing efficient and cost-effective service is to leverage leading edge technology to improve the proficiency of administrative processes, also making strategic use of operational tools where, and how, they make the most sense and provide the most value. The analysis will evaluate current state and alternatives available demonstrating operational and budgetary impact of each alternative. Fitch's unique marginal utility methodology will assist in identifying the relative value of any technology additions/improvements within the context of cost and performance improvement.

COMMUNITY ENGAGEMENT AND ACTIVITIES TO SUPPORT DIVERSITY

In an era where policing is under intense scrutiny as never before, there is clearly momentum building for police reform. Most contemporary models of reform include an emphasis on community-based policing and community problem solving. This is not a new notion, but a deployment methodology implemented by different police agencies in different ways, in different measures, and with mixed results in the past.

At its fundamental level, policing is characterized by individual interactions between officers and citizens. Having those interactions take place in an environment where the parties have some level of previous familiarity with one another, and ongoing community issues, can promote trust and understanding. Having these interactions take place in a setting where the parties know one another as individuals rather than as stereotypical members of a particular group, does much to humanize the police to the citizens, and citizens to the police, and to promote mutual respect and equity of treatment. The extent to which the current deployment model achieves this goal, as perceived by its officers, stakeholders and citizens, is an important analysis point for any modern police organization. Additionally, it is likely that State and Federal grants and funding in the future may place an emphasis on Community Policing programs and initiatives.

The extent to which community policing is a component of frontline operations, or intertwined with frontline operations as a support unit is a vital consideration in determining staffing as previously discussed in the proactive activity workload portion of this proposal. If frontline officers are expected to be consistently assigned to smaller geographic areas to build trust and transparency with the community it has staffing implications for frontline and/or specialty units. Community policing models also typically emphasize the need for officers to have significant time available to engage the community, build relationships and problem solve, during the particular times of the day and night when it will be most effective for that community. Based on a complete picture of workload and a fulsome understanding of department expectations, *FITCH* can recommend options to reach the desired Community Policing model or to enhance the current model based on consultation and stakeholder input.

The Department has a long and accomplished history of significant community engagement efforts and being visible and responsive to community concerns is a priority for Chief Meyer and the leadership team. As required as a component of the study the *FITCH* team will interview elected officials as a body at a public meeting to ensure public input into the process and path forward for the Police Department. The *FITCH* team will evaluate the public perspectives of police performance, and current efforts to engage the community and support diversity, using a very resident-centric approach. Input will be collected using sound social science methods to ensure the data gleaned is representative of the entire population, including adequate representation from minority populations and specific stakeholders. Themes and issues that arise will be clarified and explored through focus groups representing all of the communities and interest groups in the City as well as internal stakeholders. Through the use of facilitated discussions, and carefully crafted questions the consultant will elicit a comprehensive picture of the concerns of all of the stakeholders, clarifying, and narrowing issues, and finding common themes for actionable change in how the Police Department meets the specific needs of the community. This adds the value of including qualitative richness, lived experience, and

perception to consider and include as part of recommendations that will resonate with all the diverse groups in the community. This public input will consider the unique lived experiences of particular sub-populations, and also represents a valuable opportunity to test public perception and gather feedback from the community as well as City political leadership on different approaches and recommendations being considered.

EQUIPMENT

From firearms to body armor, Conducted Energy Weapons to Mobile Data Terminals, fingerprint scanners and facial recognition devices to Body Worn Cameras, policing continues to be significantly impacted by advances in tools and technology. Providing needed high-quality equipment needed that increases safety, efficiency, accuracy, and performance is a top priority for modern law enforcement agencies.

Police critics often point to the “militarization of the police” as a point of contention. Much of that discussion centers on public perception and misperception about police needs and roles. Advances in less than lethal use of force options and other equipment provide further options for officer safety, effective performance, and the building of community trust and confidence. An overview of police operations should, logically, include a review of current equipment as an integral component of overall operational efficiency and value.

The assessment would include review of policy, logs and records, physical observations and assessment as well as personal interviews with users. The assessment would look at the following main areas.

1. Inventory Control

Reviewing an inventory of equipment available to various units and how that equipment is distributed (for example personal issue versus shared) as well as how the inventory location and condition is tracked, are all critical components of the assessment.

2. Inspection and Quality Control

Similarly, processes related to a periodic verification and review of readiness of this equipment by supervisory staff will also be reviewed both as a matter of policy, and measures taken to ensure the policy is followed, and the results of inspections are documented and acted upon.

3. Process for Equipment Upgrades

The process for assessing new equipment and including field testing, employee input and quality research as key components in making decisions related to altering/replacing existing equipment or adding new equipment options will also be carefully reviewed.

At the conclusion of the assessment options based on best practices, increased safety and efficiency, will be presented and put into context in terms of the value versus cost using *FITCH's* proprietary marginal utility modeling approach.

FLEET OPERATIONS

Analyses completed during the earlier phases of this scope of work will be utilized to inform the *FITCH* team as to the optimal quantity of resources, staffing, and resource configurations to meet both current and future demands for services. The overall fleet operations will be explored within the framework of the current/suggested personnel deployment efficiencies including the need for marked versus unmarked vehicles, specialty vehicles, single versus double units, and the mechanism to make vehicles and replacement vehicles available on an as needed basis. As proposed, this will be accomplished in conjunction with the optimization of the patrol areas staffing and locations, specialty and support unit staffing, and overall risk-based deployment model.

In addition, to direct observation and inspection of vehicles, usage and milage, as well as onboard equipment, *FITCH* will review maintenance practices, replacement schedules, funding strategies and policies, and utilization within the response configurations with respect to unique community service demands and risk profile. This review will be further informed by interviews with City staff, and members of the Police Department to add context and further understanding of strengths, weaknesses, opportunities and threats. The Police Department fleet will be compared to those of peer Police Departments, recent innovations in equipment, best practices and industry standards as well as the unique current and future needs of the City of Whitewater, and recommendations will be offered about options for the future based on efficiency and value using our marginal utility modeling approach.

Recommendations based on best practices to optimize efficiency will then be reviewed with internal stakeholders and Department leadership to explore opportunities and synergies that may be available.





BEST PRACTICES

Current and/or desired service levels and current Police Department policies will be compared with the 80+ standards established by the Commission on Accreditation of Law Enforcement Agencies as well as those of the Wisconsin Law Enforcement Accreditation Group (WILEAG). To be clear, this engagement is not an accreditation review for each service line. *FITCH* will, however, incorporate these best practice review standards, as appropriate, to provide an objective reference source for the evaluation process and inform future options.

The *FITCH* Team also brings considerable experience and knowledge of cutting-edge innovative programs in a wide variety of policing areas including community engagement, employee wellness and retention, recruitment, leadership, patrol response, criminal investigation, training, and staff professional development that will contribute to a practical evaluation of Department programs/policies and offer operationally relevant options through a collaborative process. Fitch strives to form productive and lasting relationships with clients, and the team will remain available to provide support in the implementation and monitoring phases of the change processes.

CONTRACTOR EXPERIENCE

Fitch & Associates, LLC is a Limited Liability Company initially established as a corporation in 1984. The Firm is located in Platte City, Missouri, a suburb of Kansas City. Our physical mailing address and my contact information are:

		PO Box 170, 2901 Williamsburg Terrace, Suite G, Platte City, Missouri 64079
		(816) 431-2600
		(816) 431-2653






FITCH has earned credibility for nearly forty years by implementing innovative, customized solutions in the public safety and healthcare arenas. The Firm has consulted with over 1,500 communities in 50 U.S. states, every Canadian Province, and 12 other countries.

Projects have included objective reviews, system assessments, communications system design, consolidations, mergers, strategic partnerships, enhancement studies, and detailed operational, financial, and transition management services.

FITCH's success is attributable to its experience, credibility, and the solid consulting methodologies it develops and applies to reflect individual situations. Our emphasis on a collaborative approach facilitates support for implementation and long-term system stability. Project research outcomes are data-driven and identified within a community-specific, comprehensive, objective, and accurate framework.

QUALIFICATIONS OF THE FITCH TEAM

FITCH's specific strengths for this project are centered on objectively conducting research, managing multiple project priorities, and blending expert and local resources while building support for the outcome(s). Our key strengths include talented and experienced consultants who are leaders in their field, time-tested methods, quality teamwork, timeliness, and the ability to provide tangible results.

	<p>Talent</p> <p>Team members are all subject matter experts and leaders in their fields and have been selected for their specific areas of expertise that match the requirements of this project.</p>
	<p>Time-Tested Methodologies</p> <p><i>FITCH's</i> experience represents an unparalleled base for the tasks at hand; we have worked with local, state, and federal government agencies, municipal and volunteer fire departments, ambulance services, police departments and hospitals.</p>
	<p>Teamwork</p> <p><i>FITCH</i> has stayed true to its core values by accomplishing projects using a collaborative approach offering high level involvement for system participants without compromising the independent or objective nature of the project.</p>
	<p>Timeliness</p> <p><i>FITCH</i> is known for consultant access, responsiveness, producing its work on or before the scheduled completion date and within budget. Timeliness also involves a rapid response to issues or questions raised by the client.</p>
	<p>Tangibles</p> <p><i>FITCH</i> is known for developing innovative solutions to complex issues, and our recommendations and tangible work products have been implemented more frequently than any national public-safety consulting firm.</p>

THE PROJECT TEAM:

A project with this level of complexity and time constraints requires a focused approach by each member of its team. The partner responsible for this project will be Guillermo Fuentes, MBA, who will ensure the

coordination of the team and provide overall leadership resulting in a comprehensive study, completed on time and within budget.

The *FITCH* teams will be divided into the following project categories with each category having a specific lead based on areas of expertise.

PROJECT CATEGORIES	TEAM MEMBERS
Project Lead	Guillermo Fuentes, MBA, COO/Partner
Police	Chief Melanie Bevan, EdD (Police Lead) Inspector Patrick McCauley Jennifer Kirkland (911 and Dispatch) Anthony Cammarano (911 and Dispatch)
Policy Finance and Governance	Bruce J. Moeller PhD
GIS	Brian McGrath
Data	Gang Wang, PhD

Figure 13: Project Team Members

GUILLERMO FUENTES, COO/PARTNER - PROJECT LEAD

Guillermo Fuentes, MBA has 25 years of emergency services experience that spans multiple public safety services and jurisdictions. He has held executive positions for more than a decade being named Deputy Chief of Montreal (Canada) EMS in 1999, Montreal EMS is the fifth largest municipal ambulance service in North America answering over 300,000 calls for service. While in Montreal he was responsible for overseeing 1100 field employees. One of his core duties was to manage a 118-person communication center. He subsequently served as Deputy Chief of EMS for Niagara EMS and was responsible for building and staffing a new communications center. He led both centers through their NAED accreditation process.

Mr. Fuentes subsequently served as the Chief Administrative Officer for the Niagara Regional Police Service. In this role he was responsible for Information Technology, Human Resources, Records, Communication Center, Fleet, and other administrative duties including the finance function. As CAO he also served as the CFO overseeing a 150-million-dollar operating budget.

Mr. Fuentes has worked with Fitch & Associates on a part-time basis for eight years and joined the firm full-time in 2011. He is routinely involved in complex projects. His ability to move between field operations, dispatch centers and administrative functions - applying statistical analysis to real life situations makes his contribution to projects both complete and practical. He holds a Master's Certificate in Management from Tulane University and a Master's in Business Administration from Aspen University.

CHIEF MELANIE BEVAN, EdD., CONSULTANT - POLICE LEAD

Melanie Bevan became the Chief of the Bradenton Police Department in February of 2016. Prior to this, she served the St. Petersburg Police Department for 29 years, retiring at the rank of Assistant Chief at the time of her selection as Chief. She served in a variety of specialized units during her tenure, including Vice and Narcotics Detective, Field Training Officer and Supervisor, SWAT Team Member, Canine Unit Commander, Intelligence Unit Commander, and Street Crimes Unit Commander to name a few.

She is a 2005 graduate of the 219th Session of the Federal Bureau of Investigation National Academy, and a 2006 graduate of the Eckerd College Lasting Leadership Program. In 2012, Chief Bevan was one of 13 law enforcement leaders nationwide chosen to attend the Anti-Defamation League National Counter Terrorism Seminar for Police Executives held in Israel. In 2013, she completed the four-week Cohort of the Naval Postgraduate Center for Homeland Security and Defense, Homeland Security Executive Leaders Program in Monterey, California.

Chief Bevan earned her Bachelor's degree in Criminal Justice from St. Leo University in 1997, her Master's degree in Public Administration from Troy State University in 2001, and her Doctor of Education degree in Organizational Leadership from Argosy University in 2011. She is an adjunct professor of Homeland Security for State College of Florida. She also performs contract work for the Office of the Commissioner for Major League Baseball.

CHIEF BRUCE J. MOELLER (RET), PHD, SENIOR CONSULTANT – FIRE/FINANCE

Dr. Moeller joined the firm in 2017. He most recently served as Executive Director for Safety & Emergency Services in Pinellas County, Florida and as Interim Chief of Staff for the County. Pinellas County is a community of almost 1 million residents; his areas of responsibility include 9-1-1, EMS & Fire Administration, Justice & Consumer Services, Radio & Technology, Emergency Management and Animal Services. Prior to his

current role, Dr. Moeller served as city manager in Sunrise, Florida. Moeller's background includes 30+ years of public safety service, culminating as Chief of Department for several fire-rescue agencies, including Broward County, Florida.

Dr. Moeller is active in fire service and public management organizations, having served in committee and leadership roles for the International City County Management Association (ICMA), National Fire Protection Association (NFPA), and International Association of Fire Chiefs (IAFC). He is also an active member of the International Chiefs of Police (IACP).

GANG WANG, PHD, SENIOR CONSULTANT – DATA ANALYST

Dr. Wang has completed more than sixty emergency service operational analyses using data-driven analytical techniques to determine the most efficient organizational and operational structures. Gang has a PhD in Industrial Engineering from Wayne State University and a Master's degree in Management Information Systems from Chongqing University. Previously, Dr. Wang worked for the Center for Public Safety Management and the International City/County Management Association.

BRIAN MCGRATH, SENIOR CONSULTANT – GIS AND MAPPING ANALYST

Brian McGrath serves as President of CAD North Inc. His responsibilities include Administration, Marketing, Software Development, and Business Analysis/Requirements Documentation. He brings over 18 years' experience in Information Systems management and development in the public safety industry including 10+ years Business and Systems Analysis in public safety software development. He has exceptional ability at requirements capture, analysis and documentation and is fully conversant with all aspects of the software product development and implementation life cycle. He is an experienced software developer of public safety dispatch applications including software development using TriTech's RAPTOR API. He possesses excellent communications and interpersonal skills, is comfortable at all organizational levels and has a solid base of operational experience in public safety communications.

JENNIFER KIRKLAND, CONSULTANT – 9-1-1 COMMUNICATIONS

Ms. Kirkland is an on-site coordinator for the firm's Communications Center Manager and Ambulance Service Manager programs. She assists clients in areas including communications systems development, social media,

strategic planning, and customer service. Ms. Kirkland is a member of the National Emergency Number Association (NENA) Education Advisory Board and is active in the Association of Public-Safety Communications Officials (APCO) and holds a certified training officer instructor designation from APCO. She serves as Colorado Executive Council Representative with the CO NENA/APCO Board and is a frequent speaker at both NENA and International Academies of Dispatch (IAED) conferences.

In addition to her work with the firm, Ms. Kirkland is the 9-1-1 Operations Administrator at a Colorado emergency communications center serving with the agency for 16 years. She holds a Bachelor of Arts in English and a Bachelor of Arts in Theatre, both from the University of Northern Colorado.

ANTHONY CAMMARANO, CONSULTANT – 9-1-1 COMMUNICATIONS

Mr. Cammarano has over a decade of experience directly supporting public safety technology. Originally serving as a 9-1-1 dispatcher in New York State, Anthony transitioned to technical support after earning his BS Degree in Information Technology. He spent 9 years working for a national firm as a Project Manager & Sales Engineering Manager supporting 9-1-1 infrastructure. Anthony has worked as a 9-1-1 engineer, senior engineer and regional manager overseeing a variety of 9-1-1 telephony, CAD, logging recorders, mapping applications, and other associated hardware and software systems.

Anthony holds a number of professional certifications, including as a Project Management Professional (PMP). Currently, he serves as the 9-1-1 coordinator for a large county serving a 1.5 million population, coordinating a unified telephony infrastructure across multiple PSAPs and coordinating with various public safety agencies and service providers to ensure a smooth, reliable, and efficient system.

PATRICK McCAULEY, CONSULTANT – POLICE OPERATIONS

Pat brings with him over 33 years of experience as a police officer with an extensive background of assignments that includes front line, investigative, administrative and leadership duties. Pat served as the District Commander in a busy entertainment and tourism district which hosts over 20 million visitors per year. His varied experience includes executing several unique police workload assessments. Pat has held a number of leadership positions that have increased progressively in terms of complexity and responsibility. He is a strong proponent of evidence-based policing and has developed metrics and reports to effectively evaluate relevant quantitative and qualitative data related to police workload. Pat is also adept and experienced at managing

change, building relationships with stakeholders including police unions, the judiciary, local businesses, community interest groups, local elected representatives, government agencies and private citizens. He is experienced in community consultation and policy writing incorporating legislated standards, case law, and best practice in concise language with clear and transparent quality assurance components. His labor relations experience extends to representing the interests of police leadership at successful mediations and arbitrations and crafting precise and detailed position papers. Inspector McCauley has considerable management experience leading operational units from 60 to 150 through significant change and challenge.

VENDOR'S NEEDS

The *FITCH* team will present an Information Data Request at the kickoff meeting. Each data request is tailored to suit the requirements of the particular project, but items likely to be in the data request would include:

- # of square miles in the primary service area
- Description of the police department's relationship with other law enforcement entities in the region, including any service agreements, etc.
- Strategic plan if applicable
- Policy manual
- Any accreditation and related records
- Staffing and shift schedule of police department units.
- Deployment of personnel by geographic area and time pf day/day of week
- Any applicable minimum staffing requirements
- Requirements related to single or double units
- Average work week for personnel
- Detailed map of patrol beats and deployment

- Copy of training records.
- Relevant collective agreements and vacation entitlements
- Organizational chart
- Operational and capital budgets
- Detailed breakdown of overtime expenditures for the past 5-year period
- GIS Mapping data
- CAD data

Specific requirements, especially pertaining to CAD and GPS data, would be discussed in detail during the kickoff meeting. *FITCH* will also want the opportunity to observe some of the police operations and to interview a wide variety of internal stakeholders.

COST:

Project Activity	Costs
All Inclusive Project Total	\$48,000

Figure 14: Proposed Fees and Expenses

PROJECT COMPLETION SCHEDULE:

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Kick-Off Meeting, Refine Work Plan and Scope, and Meet with Stakeholders						
Overview of the Departments and Currently Provided Services						
Gather baseline Information, Data Collection and Analysis						
Analysis of CAD Data, Geographic Analysis						
Collection and analysis of supplementary data and geographic analysis						
Analysis of Current Organization, Structures, Deployment, Staff,						
Maximizing Efficiencies, and Identifying Opportunities for Improvement						
Development of Draft Report						
Draft Of Final Report						
Proposed Onsite Visits	#1			#2		

Figure 15: Project Schedule

ATTACHMENT 1:
STANDARD
CONTRACT

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT, (“**Agreement**”) is made and entered into as of _____ the “**Effective Date**”) by and among **FITCH & ASSOCIATES, LLC** (“**Consultant**”), and [CLIENT].

1. **Retention of Consultant.** [CLIENT] wishes to benefit from Consultant’s industry expertise and knowledge in the area of Law Enforcement Services. Therefore, on the terms and conditions set forth in this Agreement, [CLIENT] engages Consultant to perform the consulting services described below, and Consultant accepts such retention by [CLIENT]. Consultant warrants that it has no non-compete or other agreement, arrangement, or conflict of interest that prevents or would prevent Consultant from carrying out and performing the Services (as defined below) under this Agreement.
2. **Services.** Consultant shall provide to [CLIENT] the services described in **Exhibit A** (the “**Services**”). Such Services shall be performed in accordance with: (i) applicable laws, rules and regulations; (ii) generally accepted industry standards; (iii) applicable rules, regulations, policies and standards of [CLIENT] as provided by [CLIENT] to Consultant. , [CLIENT] agrees and acknowledges that Consultant is not performing Services for [CLIENT] on an exclusive or full-time basis.
3. **Qualifications.** Consultant shall have and maintain during the term of this Agreement all licenses, permits, certifications, registrations, accreditations and approvals as are required by applicable law for Consultant to provide the Services to [CLIENT], and shall promptly notify [CLIENT] of the loss, suspension, or material restriction of any of the foregoing.
4. **Compensation.** [CLIENT] shall compensate Consultant for performing the Services outlined in **Exhibit A** in the manner as described in **Exhibit B**. Upon request by [CLIENT], Consultant shall submit documentation to [CLIENT], describing in detail Consultant’s activities in performing the Services. Compensation for Services shall be made payable to Consultant and sent to the address sent forth in **Exhibit B**. Undisputed invoices are to be paid within forty-five (45) days of receipt by [CLIENT].
5. **Term.** This Agreement shall commence on the Effective Date and shall continue until completion of the Services as outlined in Exhibit A, unless terminated earlier or extended as provided in this Agreement.
6. **Termination of Agreement.** This Agreement may be terminated prior to completion of the Services, as follows:
 - (a) [CLIENT] shall have the right to immediately terminate this Agreement if Consultant:
 - (i) attempts to assign or otherwise transfer this Agreement without [CLIENT] prior written consent; or (ii) materially breach(es) of Section 10 of this Agreement, to the extent Section 10 is applicable to this Agreement;
 - (b) If Consultant breaches any term of this Agreement, and fails to cure such breach within ten (10) business days following receipt of [CLIENT] written notice of the breach, [CLIENT] may terminate this Agreement, provided that [CLIENT] shall be responsible for payment of any undisputed and completed Services incurred by Consultant prior to the termination date;

- (c) If [CLIENT] breaches any term of this Agreement, and fails to cure such breach within ten (10) business days following receipt of Consultant's written notice of the breach, Consultant may terminate this Agreement and Consultant shall be entitled to recover payment of any undisputed and completed Services incurred by Consultant prior to the termination date; and
- (d) [CLIENT] shall be entitled to terminate this Agreement at any time without cause upon thirty (30) calendar days' advance written notice to Consultant. In the event [CLIENT] determines not to proceed with this Agreement during its term, the Consultant may retain all installment sums previously paid by [CLIENT] and also bill [CLIENT] for any non-cancellable expenses incurred and for work actually performed prior to the notice of termination but not yet paid by [CLIENT] at an hourly rate of \$275 USD.

Upon the termination of this Agreement, the parties shall have no further rights or obligations under this Agreement, except as otherwise provided for in this Agreement, including, without limitation, under Sections 8-12, and except to the extent accruing prior to the effective date of such termination.

7. **Insurance.** Throughout the term of this Agreement, Consultant agrees to carry and maintain, at its expense and in connection with this Agreement, such insurance coverage as is customary in Consultant's line of business. At a minimum, such insurance coverage shall include each of the following coverages:

- (a) Professional liability insurance, providing coverage of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. Both the occurrence and annual aggregate limits shall be separately applicable to Consultant and each of the licensed professionals providing Services on its behalf under this Agreement.
- (b) Commercial general liability insurance, providing blanket contractual coverage with combined single limit, bodily injury, and property damage liability of at least \$1,000,000 per occurrence and at least \$3,000,000 in the annual aggregate.
- (c) Workers' Compensation, providing statutory limits and any other elements of protection required by applicable law, with a waiver of subrogation against [CLIENT] and its affiliates.
- (d) Employer's Liability, providing coverage of at least \$1,000,000 per occurrence.
- (e) Such other coverages and limits as may be mutually agreed upon by Consultant and [CLIENT] from time to time based on the nature of Services provided under this Agreement.

Except for Workers' Compensation and Employer's Liability insurance, each of the required coverages shall be provided by means of a policy or policies of insurance and name [CLIENT] as an additional insured under each policy. Consultant shall not cancel, limit, or reduce any such coverages in any way without 30 calendar days' prior written notice to [CLIENT]. Upon request, current certificates of insurance evidencing the required coverages

shall be given to [CLIENT]. The provisions in this Section shall survive termination of this Agreement in accordance with the terms of such insurance coverage.

8. **Indemnification.** Each party (“**Indemnifying Party**”) assumes responsibility and liability for the actions of itself, its employees, and its agents. Each party agrees to cooperate with the other, to the extent applicable under the circumstances, in the investigation and/or settlement of any loss or damage or alleged loss or damage arising out of this Agreement. The provisions in this Section shall survive termination of this Agreement.

9. **Nondisclosure of Confidential Information.** [CLIENT] and Consultant acknowledge that, in the course of the performance of this Agreement, they will have access to information or communications, including proprietary information claimed to be unique, secret, or confidential, and which constitutes the exclusive property or trade secrets of the other party, and not made generally public (the “**Confidential Information**”). [CLIENT] and Consultant agree to maintain the confidentiality of the Confidential Information and to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this Agreement. [CLIENT] and Consultant will use commercially reasonable efforts and take all reasonable precautions to protect the Confidential Information. [CLIENT] and Consultant agree to hold in strict confidence all Confidential Information related to this Agreement in order to ensure such Confidential Information is not disclosed to any third persons other than Qualified Third Parties (as defined below), unless required to do so by law, without the prior written consent of the other party. For purposes of this Section, “**Qualified Third Parties**” shall include those advisors, attorneys, accountants, consultants and/or other representatives as necessary to enforce its rights and perform its agreements and obligations under this Agreement. While Qualified Third Parties may receive information without the prior written consent of [CLIENT] or Consultant, all such Qualified Third Parties shall be informed that the shared information is confidential and should be treated as such by them consistent with the terms of this Agreement. Upon the disclosing party’s request or the termination or expiration of this Agreement, the receiving party shall either return or destroy the Confidential Information then in its possession. Notwithstanding the foregoing to the contrary, the receiving party shall have the right to retain one copy of Confidential Information for regulatory compliance or legal purposes, and shall not be obligated to purge extra copies of Confidential Information from electronic media used solely for data backup purposes; provided, however, such retention shall subject to the terms and conditions of this Agreement and the receiving party shall continue to be bound by its obligations of confidentiality and other obligations hereunder for as long as that Confidential Information is retained. The term “**Confidential Information**” shall not include any information that (i) becomes generally available to the public other than as a result of a disclosure by the receiving party, its affiliate representatives, directors, officers, employees or agents, (ii) was in the possession of the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the disclosing party or (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party that is entitled to make the disclosure to the receiving party without violation of any obligation of confidentiality to the disclosing party or any other party. The provisions of this Section shall be binding on the parties and shall survive the termination of this Agreement.

10. **Ownership of Deliverables.** All documents, materials, and information which are prepared by the Consultant specifically and exclusively for [CLIENT] in the performance of the Services under this Agreement (“**Deliverable**”) upon full and final payment to Consultant hereunder, shall become the property of [CLIENT] and, unless previously delivered to [CLIENT], shall be delivered to [CLIENT] upon termination of this Agreement if [CLIENT] so requests. Unless Consultant provides its prior written consent, [CLIENT] shall not use or disclose to any third party, except its attorneys, accountants, or financial advisors with a need to know, any Services,

Deliverables or Consultant Information other than (a) as mutually contemplated when Consultant first was retained to provide the Services, and Consultant shall have no liability with respect to, modifications made by [CLIENT] or its representatives to the Deliverables.

11. **Patient Information.** The parties do not anticipate that Consultant will need or be given access to any protected health information, as that term is defined by the Health Insurance and Portability and Accountability Act of 1996 (“HIPAA”), under this Agreement. Provided, however, to the extent that Consultant needs or is given access to any protected health information of [CLIENT] to provide Services, Consultant agrees that it will enter into [CLIENT] standard business associate agreement or addendum prior to such access and prior to any resulting use or disclosure.
12. **Remedies.** Consultant acknowledges that [CLIENT] remedy at law for any breach by Consultant of his obligations under Sections 9 or 10 of this Agreement would likely be inadequate, and further acknowledges that, notwithstanding any other provision of this Agreement, temporary and permanent injunctive relief may be sought from any appropriate tribunals or courts and granted in any court or other tribunal proceeding to enforce Sections 9 and/or 10, as applicable, without the necessity of proof of actual damage. However, this Section shall in no way affect [CLIENT] rights and remedies afforded by law, and [CLIENT] shall retain the right to recover such damages as [CLIENT] may have sustained by reason of any breach of this Agreement. The provisions in this Section shall survive termination of this Agreement.

[CLIENT] acknowledges that Consultant’s remedy at law for any breach by [CLIENT] of its obligations under Sections 9 of this Agreement would likely be inadequate, and further acknowledges that, notwithstanding any other provision of this Agreement, temporary and permanent injunctive relief may be sought from any appropriate tribunals or courts and granted in any court or other tribunal proceeding to enforce Sections 9 as applicable, without the necessity of proof of actual damage. However, this Section shall in no way affect Consultant’s rights and remedies afforded by law, and Consultant shall retain the right to recover such damages as Consultant may have sustained by reason of any breach of this Agreement. The provisions in this Section shall survive termination of this Agreement.

13. **Work Product Generated by Consultant During Provision of Services.** Consultant shall prepare all deliverables set forth in **Exhibit A**, as its deliverables in providing the Services pursuant to this Agreement (the “**Deliverables**”). Consultant represents and warrants that all work produced in the Deliverables will be original and will not infringe on any intellectual property rights of any third party. The parties acknowledge that the Deliverables are the exclusive property of [CLIENT], except to the extent that such records include information which is publicly available (unless publicly available through a breach of this Agreement by Consultant), and subject to the rights of Consultant as described below.
14. **Pre-Existing Works.** Each party acknowledges that the other party (the “**Owner**”) owns all of its pre-existing works, as well as all notes, work papers and other internal documents which are developed by the Owner independently of this Agreement and the Services and without use of the other party’s Confidential Information and which are not otherwise public records (collectively, the “**IP**”). Each party further acknowledges that the Owner may own the copyright in such IP. A non-owning party may not use, nor allow any of its agents or employees to use, such IP in any manner, other than in connection with this Agreement, unless such use is expressly consented to in writing, in advance, by the Owner, except as set forth in this section. Notwithstanding the foregoing, Consultant hereby grants to [CLIENT], and [CLIENT] hereby accepts, a non-exclusive worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to freely use any of Consultant’s IP contained in the Deliverables or

reasonably necessary for the use of the Deliverables as intended, for [CLIENT] internal business purposes. Such license shall be transferable in connection with a sale, merger, transfer or acquisition of all or part of [CLIENT] business to which this Agreement relates. In no event will [CLIENT] sell, publish for compensation, or distribute for compensation any Deliverable developed by Consultant.

Notwithstanding the foregoing, the parties acknowledge and agree that the Owner shall have and retain its rights and interest in all of its Knowledge Capital. The term "**Knowledge Capital**" shall mean the Owner's ideas, know-how, approaches, methodologies, concepts, system, skills, tools, techniques, expressions and processes, including any intellectual property rights associated therewith. This Agreement does not preclude the Owner from developing, marketing or using, for itself or others, any services, products or other items that are the same as or similar to those provided by the Owner under this Agreement.

15. **Independent Contractor Status.** Consultant is performing the Services and duties required of Consultant pursuant to this Agreement as an independent contractor and not as an employee, partner of or joint venture with [CLIENT]. Consultant shall not have authority to bind or obligate [CLIENT] any manner. [CLIENT] shall neither have nor exercise any control over the methods by which Consultant accomplishes the performance of the Services. The sole interest of [CLIENT] is to assure that the Services are provided in a competent, efficient, and satisfactory manner. Consultant shall be solely responsible for the payment or withholding of all income taxes, Social Security taxes, unemployment taxes, and any other similar taxes imposed by any jurisdiction, workers' compensation and other insurance required by law arising from Consultant's compensation under this Agreement.
16. **Dispute Resolution.** Consultant and [CLIENT] shall in good faith attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement by web-based application negotiations by the Executive Directors of Consultant and [CLIENT], or their respective designees.
17. **Non-Exclusion/Conviction.** Consultant represents and warrants to [CLIENT] that neither it, any of its affiliates nor any person providing Services under this Agreement: (a) is excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs; or (b) has been recently convicted (as that term is defined under 42 U.S.C. §1320a-(7)(i)) of a criminal offense related to health care. Consultant further represents and warrants that it has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide Services. Consultant represents and warrants to [CLIENT] that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Consultant or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide Services.
18. **Assignment; Benefit.** Consultant shall not assign nor subcontract (except as provided herein) any portion of its obligations under this Agreement without the prior written consent of [CLIENT] and any such assignment shall be null and void. [CLIENT] shall be permitted to assign this Agreement to any of its affiliates. Otherwise, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, executors, representatives and heirs.
19. **Enforceability of Remainder of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable,

then that term, provision, covenant or condition shall be reformed or rescinded as ordered by the court. However, the remainder of this Agreement shall remain in full force and effect.

20. **Notice.** All notices, demands or other writings shall be deemed sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, or delivered to an overnight mail service, call-back requested, addressed to the party to whom it is given at the addresses set forth below or such other persons or addressees or numbers as shall be given by notice of any party:

If to Client:
[CLIENT]
Address
City, State, Zip Code
Attn: Contact Name

If to Consultant:
Fitch & Associates, LLC
2901 Williamsburg Terrace #G
Box 170
Platte City, MO 64079
Attn: President

-and-

Bryan Cave Leighton Paisner LLP
1200 Main Street, #3800
Kansas City, MO 64105
Attn: Vicki Westerhaus

Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of [REDACTED]. This Agreement, including its exhibits, all of which are incorporated herein by reference, constitutes the entire understanding between the parties concerning this subject matter and supersedes any and all previous agreements between the parties on this subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement.

This Agreement may be amended or modified by a written instrument executed by [CLIENT] and Consultant.

The failure by [CLIENT] or Consultant to exercise any right shall not be deemed a waiver of any right. The captions of the various sections of the Agreement are not a part of its context and are inserted merely for convenience in locating the different provisions and shall be ignored in construing this Agreement.

(signature page to follow)

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

FITCH & ASSOCIATES, LLC

[CLIENT]

By: _____
Roxanne Peek, President

By: _____

Name:
Title:

EXHIBIT A

Services

Services to be provided are outlined in attached proposal, referred to as _____, dated _____.

EXHIBIT B

Compensation

[CLIENT] shall compensate Consultant for the provision of Services as follows:

- Professional Service Fee: The Consultant fee shall be a total project rate of _____ USD, to be invoiced in _____ payments, as outlined in the schedule below:

- Expenses: Travel and related expenses are invoiced at our direct cost and are in addition to the professional service fee.

If, during the term of this Agreement, the scope of the Services to be provided by Consultant is modified or Consultant identifies any unforeseen circumstances that will extend the length of the Services, Consultant shall proactively discuss such issues with [CLIENT]. In such circumstance, the parties agree to discuss in good faith any necessary modifications to the compensation and Services provided by the Consultant.

Consultant shall submit its invoices to:

ATTN: [CLIENT]
Accounts Payable
Address
City, State, Zip Code
Attn: Contact Name
Email:

Undisputed invoices are to be paid within 45 days of receipt by [CLIENT].

ATTACHMENT 2: REFERENCES

FITCH

& ASSOCIATES

North St. Paul, MN

In North St. Paul, the *FITCH* team conducted a comprehensive analysis of both Fire and Police services. The city was struggling with fiscal constraints and wanted a consultant to evaluate staffing levels for both Fire and Police. The study was comprehensive and included all aspects of both Police and Fire. An additional complexity was that the Fire department is a combination full time and volunteer fire department.

Each agency was evaluated separately, and associated synergies were described. These studies included reviewing all aspects of the operations from dispatch through administrative functions. The *FITCH* team proposed multiple options for both agencies and some common objectives to both agencies.

Contact for this project is Scott Duddeck, Fire Chief and City Manager. His phone number is 651-747-2405. His email address is: scott.duddeck@northstpaul.org.

Relevance: Direct relevance is that this project involved working with police and understanding their challenges, roles and responsibilities and optimizing efficient use of available resources.

City of Monroe, MI

The City is a modified public safety system in which a conflict exists between police and fire services. Police were tasked with additional public safety responsibilities such as fire and EMS services. The conflict erupted into street level incidents that needed direct guidance and resolution.

The contact for this project is Vincent Pastue, City Manager at the City of Monroe. His phone number is 734-384-9154. His email address is: Vincent.pastue@monroemi.gov.

Relevance: Assigning the right call type and priority to the right emergency service. Using science and mathematical modeling to achieve defensible and optimal outcomes.

Village of Ashwaubenon Police/Public Safety Department

The village runs all three services, police, fire, and EMS, as a singular service. For thirty years there has been significant role confusion on which service type delivers the best outcome. The result was over staffing and unsatisfied personnel and unfilled community objectives.

The contact for this project is Allison C. (Swanson) Buckley, Village Manager (retired). Her phone number is 920-562-2602.

Relevance: This is a specific example of assigning the right call to the right resource. In the end operationally for the City of Whitewater Police Department it will be the same fundamental challenge getting the right amount of resources to the right place at the right time to meet current and future demands within the context of a specific operational model.

Moorhead MN

In September of 2022, Fitch and Associates, LLC (FITCH) was retained by the City of Moorhead, Minnesota to assess the Police (MPD) and Fire (MFD) departments and recommend performance improvements reflecting contemporary and best practices in public safety organizations. The City Manager was interested in seeking a best practices public safety organization that can meet the needs of growing community with competing demands on limited City resources and to prepare for the long-term of both agencies with impending retirements of key leaders in the near future. For the Police Department, Fitch and Associates evaluated and made best practice recommendations on areas including, command structure, deployment, officer shift scheduling, recruitment, retention, organizational culture, succession planning, and relationships/interaction with other City Departments.

The contact for this project is Dan Mahli, City Manager Moorhead, MN. His phone number is 218-299-5303. His email address is: danmahli@moorheadmn.gov.

Direct relevance is that this project involved a comprehensive review of police operations, organizational design, and sustainability and featured focused recommendations based on established best practices and the collective experience of the *FITCH* team. It showcases *FITCH's* understanding of the unique challenges confronted by police agencies and our ability to develop collaborative solutions tailored for the client's unique needs.

FITCH has several hundreds of complex consultancies including some of the largest systems in the world, including Hong Kong, Dubai, the province of Alberta and others. *FITCH* is happy to provide as many references as required.

FITCH

& ASSOCIATES

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT, (“**Agreement**”) is made and entered into as of 22 February 2024, the (“**Effective Date**”) by and among **FITCH & ASSOCIATES, LLC** (“**Consultant**”), and **CITY OF WHITEWATER, WI.** (“**Client**”).

1. **Retention of Consultant.** Client wishes to benefit from Consultant’s industry expertise and knowledge in the area of Police Services. Therefore, on the terms and conditions set forth in this Agreement, Client engages Consultant to perform the consulting services described below, and Consultant accepts such retention by Client. Consultant warrants that it has no non-compete or other agreement, arrangement, or conflict of interest that prevents or would prevent Consultant from carrying out and performing the Services (as defined below) under this Agreement.
2. **Services.** Consultant shall provide to Client the services described in **Exhibit A** (the “**Services**”). Such Services shall be performed in accordance with: (i) applicable laws, rules and regulations; (ii) generally accepted industry standards; (iii) applicable rules, regulations, policies and standards of Client as provided by Client to Consultant. , Client agrees and acknowledges that Consultant is not performing Services for Client on an exclusive or full-time basis.
3. **Qualifications.** Consultant shall have and maintain during the term of this Agreement all licenses, permits, certifications, registrations, accreditations and approvals as are required by applicable law for Consultant to provide the Services to Client, and shall promptly notify Client of the loss, suspension, or material restriction of any of the foregoing.
4. **Compensation.** Client shall compensate Consultant for performing the Services outlined in **Exhibit A** in the manner as described in **Exhibit B**. Upon request by Client, Consultant shall submit documentation to Client, describing in detail Consultant’s activities in performing the Services. Compensation for Services shall be made payable to Consultant and sent to the address sent forth in **Exhibit B**. Undisputed invoices are to be paid within forty-five (45) days of receipt by Client.
5. **Term.** This Agreement shall commence on the Effective Date and shall continue until completion of the Services as outlined in Exhibit A, unless terminated earlier or extended as provided in this Agreement.
6. **Termination of Agreement** This Agreement may be terminated prior to completion of the Services, as follows:
 - (a) Client shall have the right to immediately terminate this Agreement if Consultant:
 - (i) attempts to assign or otherwise transfer this Agreement without Client prior written consent; or (ii) materially breach(es) of Section 10 of this Agreement, to the extent Section 10 is applicable to this Agreement;
 - (b) If Consultant breaches any term of this Agreement, and fails to cure such breach within ten (10) business days following receipt of Client written notice of the breach, Client may terminate this Agreement, provided that Client shall be responsible for payment of any undisputed and completed Services incurred by Consultant prior to the termination date;
 - (c) If Client breaches any term of this Agreement, and fails to cure such breach

within ten (10) business days following receipt of Consultant's written notice of the breach, Consultant may terminate this Agreement and Consultant shall be entitled to recover payment of any undisputed and completed Services incurred by Consultant prior to the termination date; and

- (d) Client shall be entitled to terminate this Agreement at any time without cause upon thirty (30) calendar days' advance written notice to Consultant. In the event Client determines not to proceed with this Agreement during its term, the Consultant may retain all installment sums previously paid by Client and also bill Client for any non-cancellable expenses incurred and for work actually performed prior to the notice of termination but not yet paid by Client at an hourly rate of \$350 USD.

Upon the termination of this Agreement, the parties shall have no further rights or obligations under this Agreement, except as otherwise provided for in this Agreement, including, without limitation, under Sections 8-12, and except to the extent accruing prior to the effective date of such termination.

- 7. **Insurance.** Throughout the term of this Agreement, Consultant agrees to carry and maintain, at its expense and in connection with this Agreement, such insurance coverage as is customary in Consultant's line of business. At a minimum, such insurance coverage shall include each of the following coverages:

- (a) Professional liability insurance, providing coverage of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. Both the occurrence and annual aggregate limits shall be separately applicable to Consultant and each of the licensed professionals providing Services on its behalf under this Agreement.
- (b) Commercial general liability insurance, providing blanket contractual coverage with combined single limit, bodily injury, and property damage liability of at least \$1,000,000 per occurrence and at least \$3,000,000 in the annual aggregate.
- (c) Workers' Compensation, providing statutory limits and any other elements of protection required by applicable law, with a waiver of subrogation against Client and its affiliates.
- (d) Employer's Liability, providing coverage of at least \$1,000,000 per occurrence.
- (e) Such other coverages and limits as may be mutually agreed upon by Consultant and Client from time to time based on the nature of Services provided under this Agreement.

Except for Workers' Compensation and Employer's Liability insurance, each of the required coverages shall be provided by means of a policy or policies of insurance and name Client as an additional insured under each policy. Consultant shall not cancel, limit, or reduce any such coverages in any way without 30 calendar days' prior written notice to Client. Upon request, current certificates of insurance evidencing the required coverages shall be given to Client. The provisions in this Section shall survive termination of this Agreement in accordance with the terms of such insurance coverage.

8. **Indemnification.** Each party (“**Indemnifying Party**”) assumes responsibility and liability for the actions of itself, its employees, and its agents. Each party agrees to cooperate with the other, to the extent applicable under the circumstances, in the investigation and/or settlement of any loss or damage or alleged loss or damage arising out of this Agreement. The provisions in this Section shall survive termination of this Agreement.
9. **Nondisclosure of Confidential Information.** Client and Consultant acknowledge that, in the course of the performance of this Agreement, they will have access to information or communications, including proprietary information claimed to be unique, secret, or confidential, and which constitutes the exclusive property or trade secrets of the other party, and not made generally public (the “**Confidential Information**”). Client and Consultant agree to maintain the confidentiality of the Confidential Information and to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this Agreement. Client and Consultant will use commercially reasonable efforts and take all reasonable precautions to protect the Confidential Information. Client and Consultant agree to hold in strict confidence all Confidential Information related to this Agreement in order to ensure such Confidential Information is not disclosed to any third persons other than Qualified Third Parties (as defined below), unless required to do so by law, without the prior written consent of the other party. For purposes of this Section, “**Qualified Third Parties**” shall include those advisors, attorneys, accountants, consultants and/or other representatives as necessary to enforce its rights and perform its agreements and obligations under this Agreement. While Qualified Third Parties may receive information without the prior written consent of Client or Consultant, all such Qualified Third Parties shall be informed that the shared information is confidential and should be treated as such by them consistent with the terms of this Agreement. Upon the disclosing party’s request or the termination or expiration of this Agreement, the receiving party shall either return or destroy the Confidential Information then in its possession. Notwithstanding the foregoing to the contrary, the receiving party shall have the right to retain one copy of Confidential Information for regulatory compliance or legal purposes, and shall not be obligated to purge extra copies of Confidential Information from electronic media used solely for data backup purposes; provided, however, such retention shall subject to the terms and conditions of this Agreement and the receiving party shall continue to be bound by its obligations of confidentiality and other obligations hereunder for as long as that Confidential Information is retained. The term “**Confidential Information**” shall not include any information that (i) becomes generally available to the public other than as a result of a disclosure by the receiving party, its affiliate representatives, directors, officers, employees or agents, (ii) was in the possession of the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the disclosing party or (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party that is entitled to make the disclosure to the receiving party without violation of any obligation of confidentiality to the disclosing party or any other party. The provisions of this Section shall be binding on the parties and shall survive the termination of this Agreement.
10. **Ownership of Deliverables.** All documents, materials, and information which are prepared by the Consultant specifically and exclusively for Client in the performance of the Services under this Agreement (“**Deliverable**”) upon full and final payment to Consultant hereunder, shall become the property of Client and, unless previously delivered to Client, shall be delivered to Client upon termination of this Agreement if Client so requests. Unless Consultant provides its prior written consent, Client shall not use or disclose to any third party, except its attorneys, accountants, or financial advisors with a need to know, any Services, Deliverables or Consultant Information other than (a) as mutually contemplated when Consultant first was retained to provide the Services, and Consultant shall have no liability with respect to,

modifications made by Client or its representatives to the Deliverables.

11. **Patient Information.** The parties do not anticipate that Consultant will need or be given access to any protected health information, as that term is defined by the Health Insurance and Portability and Accountability Act of 1996 (“HIPAA”), under this Agreement. Provided, however, to the extent that Consultant needs or is given access to any protected health information of Client to provide Services, Consultant agrees that it will enter into Client standard business associate agreement or addendum prior to such access and prior to any resulting use or disclosure.
12. **Remedies.** Consultant acknowledges that Client remedy at law for any breach by Consultant of his obligations under Sections 9 or 10 of this Agreement would likely be inadequate, and further acknowledges that, notwithstanding any other provision of this Agreement, temporary and permanent injunctive relief may be sought from any appropriate tribunals or courts and granted in any court or other tribunal proceeding to enforce Sections 9 and/or 10, as applicable, without the necessity of proof of actual damage. However, this Section shall in no way affect Client rights and remedies afforded by law, and Client shall retain the right to recover such damages as Client may have sustained by reason of any breach of this Agreement. The provisions in this Section shall survive termination of this Agreement.

Client acknowledges that Consultant’s remedy at law for any breach by Client of its obligations under Sections 9 of this Agreement would likely be inadequate, and further acknowledges that, notwithstanding any other provision of this Agreement, temporary and permanent injunctive relief may be sought from any appropriate tribunals or courts and granted in any court or other tribunal proceeding to enforce Sections 9 as applicable, without the necessity of proof of actual damage. However, this Section shall in no way affect Consultant’s rights and remedies afforded by law, and Consultant shall retain the right to recover such damages as Consultant may have sustained by reason of any breach of this Agreement. The provisions in this Section shall survive termination of this Agreement.

13. **Work Product Generated by Consultant During Provision of Services.** Consultant shall prepare all deliverables set forth in **Exhibit A**, as its deliverables in providing the Services pursuant to this Agreement (the “**Deliverables**”). Consultant represents and warrants that all work produced in the Deliverables will be original and will not infringe on any intellectual property rights of any third party. The parties acknowledge that the Deliverables are the exclusive property of Client, except to the extent that such records include information which is publicly available (unless publicly available through a breach of this Agreement by Consultant), and subject to the rights of Consultant as described below.
14. **Pre-Existing Works.** Each party acknowledges that the other party (the “**Owner**”) owns all of its pre-existing works, as well as all notes, work papers and other internal documents which are developed by the Owner independently of this Agreement and the Services and without use of the other party’s Confidential Information and which are not otherwise public records (collectively, the “**IP**”). Each party further acknowledges that the Owner may own the copyright in such IP. A non-owning party may not use, nor allow any of its agents or employees to use, such IP in any manner, other than in connection with this Agreement, unless such use is expressly consented to in writing, in advance, by the Owner, except as set forth in this section. Notwithstanding the foregoing, Consultant hereby grants to Client, and Client hereby accepts, a non-exclusive worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to freely use any of Consultant’s IP contained in the Deliverables or reasonably necessary for the use of the Deliverables as intended, for Client internal business purposes. Such license shall be transferable in connection with a sale, merger, transfer or

acquisition of all or part of Client business to which this Agreement relates. In no event will Client sell, publish for compensation, or distribute for compensation any Deliverable developed by Consultant.

Notwithstanding the foregoing, the parties acknowledge and agree that the Owner shall have and retain its rights and interest in all of its Knowledge Capital. The term "**Knowledge Capital**" shall mean the Owner's ideas, know-how, approaches, methodologies, concepts, system, skills, tools, techniques, expressions and processes, including any intellectual property rights associated therewith. This Agreement does not preclude the Owner from developing, marketing or using, for itself or others, any services, products or other items that are the same as or similar to those provided by the Owner under this Agreement.

15. **Independent Contractor Status.** Consultant is performing the Services and duties required of Consultant pursuant to this Agreement as an independent contractor and not as an employee, partner or joint venture with Client. Consultant shall not have authority to bind or obligate Client any manner. Client shall neither have nor exercise any control over the methods by which Consultant accomplishes the performance of the Services. The sole interest of Client is to assure that the Services are provided in a competent, efficient, and satisfactory manner. Consultant shall be solely responsible for the payment or withholding of all income taxes, Social Security taxes, unemployment taxes, and any other similar taxes imposed by any jurisdiction, workers' compensation and other insurance required by law arising from Consultant's compensation under this Agreement.
16. **Dispute Resolution.** Consultant and Client shall in good faith attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement by web-based application negotiations by the Executive Directors of Consultant and Client, or their respective designees.
17. **Non-Exclusion/Conviction.** Consultant represents and warrants to Client that neither it, any of its affiliates nor any person providing Services under this Agreement: (a) is excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs; or (b) has been recently convicted (as that term is defined under 42 U.S.C. §1320a-(7)(i)) of a criminal offense related to health care. Consultant further represents and warrants that it has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide Services. Consultant represents and warrants to Client that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Consultant or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide Services.
18. **Assignment; Benefit.** Consultant shall not assign nor subcontract (except as provided herein) any portion of its obligations under this Agreement without the prior written consent of Client and any such assignment shall be null and void. Client shall be permitted to assign this Agreement to any of its affiliates. Otherwise, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, executors, representatives and heirs.
19. **Enforceability of Remainder of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, then that term, provision, covenant or condition shall be reformed or rescinded as ordered by the court. However, the remainder of this Agreement shall remain in full force and effect.

20. **Notice.** All notices, demands or other writings shall be deemed sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, or delivered to an overnight mail service, call-back requested, addressed to the party to whom it is given at the addresses set forth below or such other persons or addressees or numbers as shall be given by notice of any party:

If to Client:

City of Whitewater
312 W. Whitewater St.
Whitewater, WI 53190
Attn: Chief Daniel Meyer

If to Consultant:

Fitch & Associates, LLC
2901 Williamsburg Terrace #G
Box 170
Platte City, MO 64079
Attn: President

-and-

Bryan Cave Leighton Paisner LLP
1200 Main Street, #3800
Kansas City, MO 64105
Attn: Vicki Westerhaus

Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement, including its exhibits, all of which are incorporated herein by reference, constitutes the entire understanding between the parties concerning this subject matter and supersedes any and all previous agreements between the parties on this subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement.

This Agreement may be amended or modified by a written instrument executed by Client and Consultant.

The failure by Client or Consultant to exercise any right shall not be deemed a waiver of any right. The captions of the various sections of the Agreement are not a part of its context and are inserted merely for convenience in locating the different provisions and shall be ignored in construing this Agreement.

(signature page to follow)

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

FITCH & ASSOCIATES, LLC

CITY OF WHITEWATER, WI

By: Roxanne Peek
Roxanne Peek, President

By: [Signature]
Name: Daniel Meyer
Title: Chief of Police

EXHIBIT A

Services

Services to be provided are outlined in attached proposal, referred to as Police Organizational and Workload Study, dated 26 January 2024.

EXHIBIT B

Compensation

Client shall compensate Consultant for the provision of Services as follows:

- **Professional Service Fee:** The Consultant fee shall be a total project rate of \$48,000 USD be invoiced in three (3) payments, as outlined in the schedule below:
 1. 30% due upon signing of agreement - \$14,400 USD
 2. 30% due upon completion of Analysis of CAD Data, Geographic Analysis - \$14,400 USD
 3. 40% due upon project completion -\$16,000 USD

If, during the term of this Agreement, the scope of the Services to be provided by Consultant is modified or Consultant identifies any unforeseen circumstances that will extend the length of the Services, Consultant shall proactively discuss such issues with Client. In such circumstance, the parties agree to discuss in good faith any necessary modifications to the compensation and Services provided by the Consultant.

Consultant shall submit its invoices to:

ATTN: City of Whitewater Police Department
Accounts Payable
312 W. Whitewater St.
Whitewater, WI 53190
Attn: Chief Daniel Meyer
Email: DMeyer@whitewater-wi.gov

Undisputed invoices are to be paid within 45 days of receipt by Client.

Police Organizational & Workload Analysis



Prepared for The
City of Whitewater
JEFFERSON AND WALWORTH COUNTIES, WISCONSIN

January 23, 2024

Prepared By
Robert Whitaker, Senior Public Safety Specialist
Jeffrey R. Roemer, Public Safety Manager

McMAHON
ENGINEERS ARCHITECTS



January 23, 2024

Dan Meyer (via email)
Police Chief
City of Whitewater
312 W. Whitewater St.
Whitewater, WI 53190

Dear Chief Meyer,

We are pleased to submit a proposal for a Police Organizational and Workload Analysis for the City of Whitewater. Municipal Consulting projects have become a major focus for McMahon Associates, Inc. (McMahon). Our teams’ passion for Public Safety and working with police departments provides the basis for our interest in submitting this proposal. Similar work in the past has included departments such as the Villages of Mukwonago, Germantown, and Cities of De Pere and Green Bay.

McMahon’s Public Safety & Municipal Management Group’s focus is on national and international public management consulting services. Most of our clients are public sector entities: municipalities, counties, tribes, or special districts. Our team of consultants are all senior level staff and are either current or former municipal management practitioners. An important component of our approach is frequent communication with the Municipal and Tribal Administration.

Our extensive operational and strategic experience in the public safety area uniquely qualifies us for a project of this nature. The team has management, operational, technical, and consulting experience with all types of municipal and public safety operations experience.

Thank you for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 414-232-1148 or by email at rwhitaker@mcmgrp.com. We look forward to working with you on this important project!

Respectfully,
McMahon Associates, Inc.

Robert Whitaker
Senior Public Safety Specialist
JRR:kmh

Jeffrey R. Roemer
Public Safety Manager

McMahon provides public management consulting that provides professional, high quality public management consulting, project management and other related services to organizations throughout the United States and abroad. Our consultants have served the needs of numerous municipalities throughout the United States and remain very active with several public safety and government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs
- Association of Public Safety Communications Officials
- Professional Ambulance Association of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials

Our consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, human resources, economics, and standards. This knowledge allows us to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget, and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated, and logical. Project team members are also available throughout the duration of the project.

Our approach to this project requires a clear understanding of the current police departments organization, staffing, operations, administration, planning, and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved and the goals and objectives.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

Client Input

To develop a comprehensive Organizational and Workload Analysis and make specific recommendations, it is critical that we receive quality information from officials, staff, and members of the City of Whitewater. Accordingly, our approach includes regular meetings with the Police Administration, along with associated agencies that would have valuable information to communicate to the Department.

Practical Recommendations

Our goal is to provide you with realistic recommendations for the administration and management of the police department. These recommendations need to be based on sound practical standards and legal considerations.

Project Management

A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments and frequent communications with Police and City of Whitewater Administration.

Project Kick-off

- Develop a project team of appropriate users and stakeholders to oversee and participate in the project. The project team will coordinate project schedules, evaluate findings and recommendations, and review and present the final documents.
- Prepare for and conduct Project Planning Meeting with McMahon Project Manager, the Project Team and key project personnel. The purpose of the meeting will be to define scope and mission, discuss the work plans, establish liaison responsibilities, coordinate project schedules, and confirm other general arrangements.

Initial Assessment and Observations

- Obtain and review documentation pertaining to this project, such as existing police department documentation, policies and procedures, detailed call volume statistics, community development plans, service contracts, surveys, capital improvement plans and previous studies.

Continued Assessment and Documentation

- Assess the current police operations and begin to assess future needs by conducting interviews and on-site observations with representatives of the agency. The interviews and observations will be held in both group and individual settings with personnel from the following areas:
 - ❖ Police Department
 - Administration
 - Police Officers
 - Communications Center (Dispatch)
 - ❖ City of Whitewater Administration
 - ❖ City of Whitewater Elected Officials
 - ❖ Surrounding Law Enforcement Agencies

Interviews and observations will primarily focus on the following issues:

- ❖ Current police and dispatch operations, staffing and levels of service.
 - ❖ Police and dispatch service workload call volume and activity.
 - ❖ Police and dispatch operations and service expectations.
 - ❖ Current and anticipated budget issues.
 - ❖ Major equipment needs.
 - ❖ Economic development plans.
 - ❖ Facilities.
- Prepare for and facilitate a project status meeting to discuss the results of the interviews and on-site observations and to review the next steps of the project.

Analysis, Performance Review and Recommendations

- Review present police and dispatch workflows and processes to analyze and develop potential organizational and operational requirements. This review will be based on the industry standards, best practices, comparable and neighboring communities, and trends in policing services. Data on comparable and neighboring communities will be gathered by the McMahan Team.
- Review job descriptions
- Review workload/call volume for all areas of the Whitewater Police Department including the Communications Center to assess staffing needs.
- Review community economic and demographic changes that may impact police service levels.
- Review service delivery feedback related to police services.
- Analyze impacts of continuing to operate a stand-alone communications center versus consolidating dispatch services with Walworth County.
- Review and assess IT needs and capabilities of the Department.
- Identify areas that support diversity and assess how they can be expanded within the Department.
- Determine any changes, or future trends, for public safety industry standards related to operational requirements. During the development of all recommendations, McMahan will consider many factors and standards as a basis for recommendations.
- Prepare for and facilitate a Recommendations Meeting to present preliminary findings and obtain feedback from the Project Team.
- Develop a comprehensive detailed Police Department Organizational and Workload Analysis (Analysis), utilizing the information provided by the documentation received, the interviews and on-site observations. The projected growth and level of service needs will be considered during the development of these recommendations.

Document Preparation and Review

- List and describe the findings and recommendations with regards to administration and police operations. Equipment, staffing, and training will be included in the recommendations.
- Prepare budget impact estimates by implementation recommendations, identifying initial and recurring costs in a separate category for each resource.
- Assemble the Analysis document by performing a detailed quality assurance review of the document to ensure that the document meets the expectations of the Project Team and conforms to McMahon's standards.
- Prepare, produce, and deliver the draft Analysis to the Project Team for review. Facilitate a Report Delivery Meeting to review content as well as schedules and expectations for the remaining project steps.
- Facilitate an Analysis Review Meeting with the Project Team approximately one (1) week after initial delivery to answer questions regarding the content of the Analysis. Make any changes to the Analysis based on the discussions at the Analysis Review Meeting. Produce and deliver final document copies to the Project Team.
- Facilitate an Analysis review presentation for the Council/Board.
- Final report to be delivered in both English and Spanish.

Project Fee

McMahon Associates, Inc. proposes to provide the Scope of Services described in this Proposal for the Police Department Organizational Analysis as follows:

Time & Expense estimated at: \$35,000 to \$40,000

Upon acceptance of this Proposal, McMahon will prepare an Agreement incorporating the Scope of Services and terms outlined here. All services will be provided in accordance with our General Terms & Conditions, dated October 25, 2023, which will be incorporated into the Agreement for reference.

Invoices will be sent every month based on the previous months' time and expenses.

Project Schedule

McMahon has the staff available to begin this project immediately upon award. Based on our prior experience on similar projects, it is estimated that this analysis will take approximately five (5) months to complete. This timeline is contingent upon data being readily available and in a format that facilitates analysis.

Personnel assigned to this project are selected from McMahon Associates, Inc. (McMahon). The Project Manager supervises the project team and clerical personnel support the team. The combined resources assure that the client receives the best possible combination of professional attention.

Robert C. Whitaker – Senior Public Safety Specialist

Robert has over 30 years of experience in the fire, emergency medical and emergency management field. He currently works as a Fire & EMS Chief/Administrator of a consolidated fire and emergency services department in Wisconsin. Before his position as Chief, he worked as a Deputy Chief of Administration, Battalion Chief and Training Chief. Robert has worked as a consultant on a variety of public sector management projects, including multiple projects on fire service consolidation and shared service initiatives.

Ed M. Henschel – Public Management Specialist

Ed will serve as the project manager with the Project Team. Ed has 40 years of municipal management experience. Prior to joining McMahon, he served as a City manager for 30+ years, serving municipalities in Wisconsin and Michigan. Ed was the Executive Director of the Wisconsin City/County Management Association for 10 years. He also has 18 years of municipal consulting experience conducting municipal recruitments, consolidation studies, department operation reviews, and labor negotiations. As a consultant, he has specialized in shared service and consolidation studies as well as management reviews for a wide range of municipal departments.

Brian Zalewski – Public Safety Specialist

Brian is an accomplished and innovative leader with a robust industry network, offering expertise in public safety operations, emergency management, operational planning, and complex project management. Brian currently serves as police captain in a community in southeastern Wisconsin. He will be appointed police chief of his agency in February 2024. He has worked as patrol officer, sergeant, and lieutenant prior to his position as police captain. As part of his duties throughout his career in law enforcement, Brian has served as a SWAT commander, public information officer, director of personnel and training and commander of both operations and administration bureaus. Additionally, Brian is a adjunct criminal justice instructor in the Wisconsin Technical College System. He is an impactful team leader and proven professional communicator.

Mark Wiegert – Public Safety Specialist

Mark most recently served as sheriff of northeastern county in Wisconsin. Prior to his position as sheriff, Mark worked as a patrol officer in two municipal police departments and as deputy sheriff, sergeant of investigations, lieutenant, and undersheriff in a county sheriff's office. As sheriff, Mark oversaw an agency of 70 employees. Among many accomplishments in his career, Mark has championed officer wellness, oversaw construction of a new jail and sheriff's office added drone units in his agency.

Paul Boening – Public Management Specialist

Paul will assist the Project Team and is a local government official with over two decades of municipal experience. He is skilled at utilizing a team approach to work with elected officials, residents, business representatives and colleagues. Paul possesses comprehensive knowledge of public administration theory. He is adept at interdepartmental coordination and communication and has experience managing various projects. Paul is currently the Village Manager in Whitefish Bay, Wisconsin.

Jeffrey R. Roemer – Public Safety Manager

Jeff has over 35 years of experience in public safety and is currently Public Safety Manager of the Public Safety & Municipal Management Group for McMAHON. He is a certified public manager and has been providing full time public safety management consulting for the last 24 years. He worked as a Fire Chief, Police Chief, EMS Director, and Emergency Management Director before moving into public management consulting. He has worked with over 300 public safety clients nationwide and internationally.

CITY OF WISCONSIN DELLS
Executive Selection and Police Management Counsel
Karen Terry, Administrator
kterry@dellscitygov.com
608-254-2012 X403

CITY OF NEW HOLSTEIN
Management Counsel and Executive Selection of Police Chief
Casey Langenfeld, City Administrator
caseyl@cnhwi.org
920- 898-5766

CITY OF CHILTON
Executive Recruitment and Interim Police Administrative Services
Tom Reinl, Mayor
920- 849-2451

MILWAUKEE REGIONAL MEDICAL CENTER
Public Safety Consultant
Robert Simi, Executive Director
(414) 778-4570



Public Administration Associates, LLC

February 2, 2024

Chief Dan Meyer
Whitewater Police Department

Via Email

Re: Police Organizational and Workload Study

Dear Chief Meyer;

Thanks for the opportunity to submit our proposal for the above-stated study. Public Administration Associates, LLC (“PAA”) has been serving local governments since 1998. We believe we can bring value to the City of Whitewater (“City”) as you chart the future of the Whitewater Police Department (“Department.”) We realize that our proposal exceeds the current approved budget for the project. We would be happy to meet with you to discuss how we arrived at our bottom line. With additional information regarding the City’s expectations, it may be possible for us to reduce our cost. Alternatively, the City may wish to narrow the scope of the study.

Our proposal follows.

A. Transmittal information

1. Contractor information

Public Administration Associates, LLC
1155 W. South Street
Whitewater, WI 53190
David Bretl, Vice President
(414) 350-3328
bretld.paa@gmail.com

2. Understanding of program and commitment

PAA has read the Request for Proposal dated 12/08/2023 (“RFP”) and commits to provide the appropriate resources to fully perform the work set forth in the RFP as clarified and explained in this Proposal.

B. Approach

PAA’s approach to this study is set forth below addressing each element of the Project Scope as set forth in the RFP.

1. Perform Organization and Industry Research on the Police Department

Task	Consultant Activities
A. Review job descriptions of current positions	With current job descriptions supplied by the City, PAA will obtain job descriptions from comparable agencies. The Department’s job descriptions will be compared to those of similar agencies and reviewed for best practices. PAA will recommend any changes to the job descriptions and provide the rationale for any changes.
B. Meet with staff and officials to better understand roles and services	PAA will meet with select Department and City staff necessary to provide a thorough understanding of police department operations and services provided to the public.
C. Research other comparable and neighboring municipalities to learn about services, staffing levels, shift schedules, work environment, policies, community engagement programs, etc.	PAA will identify three to five agencies, with input from the City and the police department, to use as comparable agencies. As a prerequisite to being selected, these agencies will need to commit to a certain level of participation. PAA will work with the selected agencies to compare services, staffing levels, shift schedules, policies, community engagement programs and other areas identified as pertinent to the study. PAA would need clarification regarding City’s definition of work environment. PAA will recommend any changes in the above areas and the rationale for any changes.
D. Assess call volume both currently and historically to determine trends and associated impacts for patrol, investigations, dispatch, clerical staff, and command staff.	With data provided by the Department, PAA will analyze call volume currently and historically to analyze for trends and impacts across the Department. PAA may conduct interviews of key Department staff, as needed, to assist in assessing impact.
E.) Assess the impact that demographic change and associated challenges, as well as an increasing severity of crimes, has had on the police department’s ability to proactively serve the public.	PAA will first meet with City and Departmental leadership to determine which demographic factors should be studied. PAA will then assess what, if any, impact changes in city demographics have had on Department operations and, specifically its ability to be proactive in the services that it provides. Demographic data will need to be provided by the City or be available from public sources.
F.) Analyze Communications Center specifically regarding impacts of continuing to	PAA will analyze the Communications Center by reviewing the budget dedicated to dispatch, review hiring challenges, impacts of call volume, the services provided, including any

operate status quo versus consolidating dispatch services with Walworth County.	that are non-dispatch related. This will be compared to similar services as could be offered through the Walworth County Communications Center.
G.) Identify staffing impacts based on workload analysis.	Through analysis of several of the points above, PAA will also analyze current staffing levels and their ability to provide the services desired. PAA will recommend any changes to current staffing levels.
H.) Review and assess the IT needs and capabilities of the department.	PAA will compare the Department's current IT related resources (records management system, in-squad and body worn camera systems, digital evidence storage, etc.) with those of the comparable agencies. An overview of the availability and functionality of these resources compared to peer departments will be included in our final report.
I.) Review current activities that support diversity and assess what ways the department can expand on these activities, including initiatives proposed by City officials.	PAA will meet with Department and City leadership to determine strengths, opportunities, weaknesses and threats of the Department's current diversity-related activities, including initiatives proposed by City officials. This information will be compared to policies and activities of comparable agencies. They will be further evaluated based on current initiatives as supported by professional police organizations such as the International Association of Chiefs of Police (IACP), Police Executive Research Forum (PERF), and others as appropriate.
J.) Review equipment and vehicle fleet to perform current services.	PAA will evaluate the fleet and associated equipment compared to the identified comparable agencies in terms of size, turnover cycle, equipment, and effectiveness towards required activities. PAA will make recommendations for any needed changes to the fleet.
K.) Assess financial impact for any recommendations or considerations for altering services.	Based on the above evaluations and efficiencies or needs identified, and with data provided by the city, PAA will provide general financial impacts for any recommendations made.
L.) Research industry standards, best practices, and trends in policing services.	In each area discussed above, PAA will provide recommendations based on industry standards, best practices and trends in police services.
M.) Obtain and review any service delivery feedback related to police services (i.e.	PAA will obtain service delivery feedback to help guide the various areas of review through meetings with city officials, department staff, review of social media related to the city/department and through two listening sessions to be

emails, phone calls, social media, surveys, etc.).	scheduled through coordination with the city. Translators, if desired, are the responsibility of the City. PAA will develop a survey which can be made available to residents through the Polco platform. If the survey is desired, the City would need to place it online and share the results with PAA.
N.) Interview elected officials as a body at a public meeting to ensure public input on the process.	Included above in M. At least one listening session would be noticed as a Committee of the Whole or Council meeting.
O.) Based on research and analysis, provide recommendations for the City to consider (both short-term and long-term recommendations).	PAA will provide a comprehensive report detailing the results of the above analysis. Both short-term and long-term recommendations, where appropriate, will be included in the report.
P.) Provide City staff with post-project support.	No additional support is included in this Proposal. PAA would be happy to provide additional services but to provide an accurate price, we would need to define this scope with the City.
Q.) Additional	None

2. Complete Comprehensive

Task	Consultant Activity
A.) Provide all information gathered in all tasks in a comprehensive report with recommendations on options to address any shortcomings. Comprehensive report must be provided in both English and Spanish.	PAA will provide a comprehensive report in both English and Spanish.
B.) Share a draft of the study and findings to the City prior to public presentation.	PAA will provide a draft to appropriate City staff/officials for review and follow-up with a virtual meeting. PAA will incorporate any changes to the document pertaining to accuracy of data used by PAA or clarifications or additional explanations regarding consultant recommendations.
C.) Present findings to the City Council during a public meeting. Report will be made accessible to the public.	PAA will present the report to the Council at a public meeting and answer any questions. PAA will furnish a digital copy of the report to the City. It will be the City's responsibility to make the report available to the public as it sees fit.

C. Contractor Experience

PAA’s experience in performing organization/operations studies is contained in Attachment 1.

D. Cost/Terms

1. Cost.

The cost of this study is the lesser of:

- a. \$70,990; or
- b. PAA’s actual consulting time and expenses calculated as follows. Consulting time is billed at \$135 per hour (\$60 per hour for travel time) plus mileage at the IRS rate from the consultants’ homes/offices to the City. All documents are provided digitally. Hard copies if requested are billed at 20 cents per page.

2. Terms.

- a. Itemized bills to be sent monthly. Payment is due 30 days from invoicing.
- b. If selected, PAA would utilize two subcontractors on this project; Cultural Reconstruction, LLC (Scott Mittelstadt) and Chief Kyle Teynor of the Prairie du Chien Police Department PAA will be responsible for the performance of these subcontractors. The City will receive only one monthly invoice (from PAA). Information regarding the primary consultants that would work on this project are contained in Attachment 2.

E. Contract

A sample services agreement is attached as Attachment 3.

F. References

References are provided in Attachment 4.

Thanks for the opportunity to submit this proposal. We will hold our pricing for 30 days. Please reach out with any questions you may have.

Sincerely,



David Bretl
Vice President



PAA

REPRESENTATIVE ORGANIZATION & MANAGEMENT STUDIES PERFORMED BY PAA FOR WISCONSIN MUNICIPALITIES

- Police and Fire Staffing Study, Fontana and Williams Bay (In progress)
- Police and Fire Staffing Study, Lake Geneva (in progress)
- Town of Linn Fire/EMS Comprehensive Study, 2023
- Village Jackson, Wisconsin Fire Study, 2022
- Cottage Grove, Wisconsin Fire and EMS Study, 2022
- Village of Butternut Fire Study, 2022
- Fire/EMS Organizational Study, Village of Little Chute, 2019-2020
- DPW Organizational Analysis; Village of Waunakee, 2020
- DPW Organizational Analysis/Staffing Study; Village of Germantown, 2020
- Classification/Compensation Study; City of Park Falls, 2020
- Organizational Audit/Staffing Study and Employee Personnel Policies. City of Park Falls, 2020
- City of Marinette Legal Services Study/Reorganization, 2019
- Organizational Audit/Staffing Study, Village of Port Edwards, 2019
- Organizational Audit/Staffing Study and Employee Personnel Policies. Village of Merton, 2019
- Organizational Audit/.Staffing Study, Town of Osceola, 2019
- Organizational Audit/Feasibility Study for Creation of City Administrator Position, City of Mineral Point, 2019
- Streetlighting Fee Feasibility Study, City of Oak Creek, 2019
- Classification/Compensation Study, City of Sturgeon Bay, 2019
- Organizational Audit/Feasibility Study for Creation of City Administrator Position, City of Park Falls, 2019
- Organizational Audit and Classification Study, Town and Village of Somers, 2019
- Lodi Fire/EMS District Organization and New Station Location Study, 2019
- Employee Personnel Manual Development, Village of Williams Bay, 2019
- Community Collaboration Planning Project-Cities of Marinette and Menominee, MI and Marinette and Menominee, MI School Districts, 2018
- Sturgeon Bay-South Door County Fire Service Study, 2017
- Town of Sevastapol Fire Study, 2016
- Oconto Towns EMS and Fire Study, 2016
- Town of Buchanan Organizational Study, 2014
- Town of Buchanan Fire Study, 2013
- Organization and Administrative Study, City of Lodi, 2013
- Organizational Analysis and Compensation Study, Town of Ledgeview, 2011
- Organizational Assessment, Village of Pulaski, 2009
- Organizational Assessment, Village of Ashwaubenon, 2009
- Organization and Administrative Study, Verona WI Fire District, 2008
- Organizational Review, Town of Grand Chute WI Police Department, 2007
- Organization and Administrative Study, Village of Bonduel, 2006
- Organization and Administrative Study, Weyauwega, 2005
- Personnel Study of Fire/Rescue Department, Somerset, 2005
- Organization and Administrative Study, Turtle Lake, 2004
- Organization and Administrative Study of Clerks and Treasurers Offices, City of Racine, 2004
- Organization and Administrative Study, Chippewa Falls, 2004
- Management Study of the Village of Hammond, 2002
- Management Study of the Village of Howard, 2002
- Analysis of Public Works Department for the City of Antigo, 2002
- Management Study of the City of Omro, 2001
- Management Study of the City of Chilton, 2000
- Management Study of the City of Oconto, 2000
- Management Study of the Town of Empire, 2000
- Management Study of the Village of Egg Harbor, 1999
- Administrative Study of the Village of Ephraim, 1999
- Management Study of the Village of Oregon, 1998
- Organization and Management Study of the Police Department, City of Horicon, 1998

YOUR PROJECT TEAM

If selected, two consultants would work on the study. Biographical information follows.

DAVID BRETL

Vice President/Shareholder

David Bretl has as served local governments in Wisconsin for twenty-nine years. He retired in early 2020 from his position as County Administrator and Corporation Counsel for Walworth County, Wisconsin, a combined position that he held since 2003. He began working as a consultant for PAA in 2018 and joined as a shareholder in in 2020. During his eighteen years at Walworth County, Dave was involved in the two board downsizings, the replacement of most of the County's facilities and the consolidation of six departments. Dave helped organize and moderated the county's Intergovernmental Cooperation Council (a collaborative effort among municipal, county and town governments). In 2005 he helped organize a county-wide private-public economic development initiative, WCEDA (Walworth County Economic Development Alliance, Inc.). In 2015 that organization honored him by establishing the Dave Bretl Community Betterment Award. In addition to conducting studies and recruitments at PAA, Dave served as the Interim Administrative Coordinator for Sauk County, Wisconsin and the Interim Village Administrator in the Wisconsin communities of Williams Bay (2020 and 2023) and Salem Lakes.

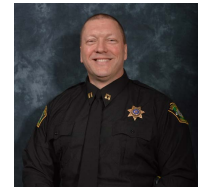
Dave earned a Master's Degree in Public Administration and a Law Degree from the University of Wisconsin-Madison.



SCOTT MITTELSTADT

Associate

Scott Mittelstadt is the owner and founder of Cultural Reconstruction, LLC, a consulting firm which specializes in law enforcement studies



and training. Scott retired from law enforcement after more than 28 years of service in both a municipality and county. Scott has 21 years in formal leadership positions and finished his career with five years as Chief Deputy of the Dodge County Sheriff's Office.

Scott spent over 22 years working for the Sheboygan Police Department from 1994-2017. During that time, he held various positions acquiring broad experience in most areas of policing. He supervised patrol, field training officers, K-9 officers, street crimes unit, school resource officers and detectives.

Scott has training and experience in community-oriented policing and problem-oriented policing. He has been involved in the development and implementation of a variety of successful problem-oriented policing projects. He also assisted in transitioning the agency to a neighborhood focused, community-oriented policing strategy.

Scott earned a master's degree from UW-Oshkosh in Public Administration in 2013. He attended the Administrative Officers Course in 2012 at the Southern Police Institute, University of Louisville, Kentucky. He also graduated from the Executive Development Institute, Fox Valley Technical College in 2008.

For over 10 years Scott has been a certified instructor for Leadership in Police Organizations, a three-week behavioral science approach to leadership developed by the International Association of Chiefs of Police. Scott has helped train hundreds of Wisconsin law enforcement professionals in leadership, including topics such as human bias, fair and impartial policing, police legitimacy, and procedural justice.

Scott continues to be involved in this training and others through his business, Cultural Reconstruction LLC. He recently became an instructor for the Southern Police Institute for Organizational Leadership and Problem Solving as well as Performance Management-Budget to Operations.

SERVICE AGREEMENT

This Agreement is entered into as of this ____ day of ____, 2024 by and between PUBLIC ADMINISTRATION ASSOCIATES, LLC, (“PAA”), and CITY OF WHITEWATER, WISCONSIN (“City”)

Whereas, the City requires a Police Organizational & Workload Study (“Study”) as described in detail in its Request for Proposal dated 12/8/2023 which document is attached hereto as Attachment A and fully incorporated in this agreement (“RFP”); and

Whereas, PAA has expertise in preparing studies of these kind; and

Whereas, on February 2, 2024, PAA submitted a proposal to the City to perform the Study, which document is attached hereto as Attachment B and fully incorporated in this agreement (“PAA Proposal”); and

Whereas the City accepted the PAA Proposal;

Therefore, the parties agree as follows:

1. **Services.** PAA will complete the Study and provide the services set forth in the RFP as explained and modified in the PAA Proposal.

2. **Term.** PAA anticipates that the study will take 16 weeks to complete.

3. **Payment.**

A. The City will pay PAA the lesser of the following amounts:

(1) \$70,990; or

(2) The actual cost of performing the Study as set forth below:

- (a) Consultant time billed at \$135 per hour (travel time billed at \$60 per hour);
- (b) Necessary consultant travel mileage (from consultants’ office/home to and from the City at the current IRS reimbursement rate);
- (c) Digital copies of all documents will be provided to the City. Paper copies, if requested by the City will be furnished at 20 cents per page.

B. PAA will bill the City monthly for services rendered. Payment will be due 30 days from receipt of invoice.

4. **Cancellation.** The City may cancel this Agreement at any time, however, in that case, the City shall pay for all work performed by PAA prior to said cancellation.

5. **Cooperation & Conduct.** The parties agree to fully cooperate with each other to produce the study in a timely manner and will comply with all Federal, State, and local laws, regulations,

rules and ordinances, including anti-discrimination laws, regulations, rules and ordinances.

6. Hold Harmless & Indemnity. City will hold harmless, indemnify and defend PAA from all demands, claims, causes of action and judgments brought by parties other than the City, on account of the negligence or intentional conduct of the City and its officers and employees.

PAA will hold harmless, indemnify, and defend City from any and all demands, claims, causes of action, and judgments brought by parties other than the City on account of the negligence or intentional conduct of PAA or its subcontractors.

7. Independent Contractor. PAA and its subcontractors are at all times independent contractors and not employees of the City and are not entitled to any compensation, except as provided in this Agreement, or benefits from the City.

8. Liability Insurance. PAA carries professional liability insurance with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate.

9. Authorized Signatory. The persons signing this contract on behalf of City and PAA warrant and represents that she/he/they have the authority to do so.

10. No Assignment. Neither party may assign this contract without the written consent of the other party.

11. Entire Agreement. This contract contains the entire agreement between the parties, and supersedes all prior discussions and negotiations between them. This contract may only be amended by a written contract signed by both parties.

12. Disclosure of Attorney. PAA discloses to City that PAA Principal David Bretl is an attorney; however, PAA will not provide City with legal services. City must seek legal advice from its own counsel.

13. Governing Law. This agreement is governed by the laws of the State of Wisconsin.

Dated this ____ day of _____, 2024.

PUBLIC ADMINISTRATION ASSOCIATES

CITY OF WHITEWATER

By:

By:

DAVID A BRETL
Vice President



PAA

References from Municipal Consulting Projects

John Peters, Fire Chief, City of Lake Geneva
Phone: (262) 248-7228

James Brooks, Lodi Fire/EMS District Director
Phone: 608-445-1974 (C)

James Fenlon, Village Administrator, Village of Little Chute
Phone: 920-423-3850 (C)

Steve Kreklow, Village Administrator, Village of Germantown
Phone: 414-405-8556 (C)

Steve Genisot, Mayor, City of Marinette
Phone: 906-399-8854 (C)

Jim Hurley, Administrator, Town of Linn
Phone: 262-275-6300

Jason Peters, Assistant Administrator, Village/Town of Somers
Phone: 262-859-2822 (O)

Ron Reinowski, President, Village of Merton
Phone: 262-719-7165 (C)

Josh Van Lieshout, City Administrator, City of Sturgeon Bay, WI
Phone: 920-746-2900 (O)

Andrew Vickers, City Administrator, City of Oak Creek
Phone: 414-766-7060 (O)

James Weiss, Village Administrator, Village of Williams Bay
Phone: 262-245-2700 (C)

Joe Zurfluh, Village President, Village of Port Edwards
Phone: 715-697-3216 (C)

Code Enforcement Annual Report



March 5, 2024

Allison Schwark

Municipal Code Enforcement, LLC

Overview of Current Services

- Property maintenance upkeep
- Unsightly debris monitoring
- Zoning administration
- Grass/weeds/trees/vegetation compliance monitoring
- Snow removal compliance monitoring
- Junk vehicles/abandoned boats/recreational vehicles compliance monitoring
- Responding to complaints
- Completion of necessary interior/exterior property inspections, with orders to repair and follow up
- Working with municipal officials to resolve any property related legal issues
- Continuous improvement and expansion of Municipal Codes and Ordinances

Item 10.

Implementation/oversight of the following programs:

- Landlord Licensing Rental Inspection Program
- Vacant Building Program
- Short-Term Rental Inspection Licensing Program
- Tree Removal Permitting Program
- Liquor Licensing Program
- Restaurant Grease Trap Compliance Program

115

We currently provide Code Enforcement services to the following Towns, Cities, and Villages:

1. Town of Linn
2. Town of Delavan
3. Town of Koshkonong
4. Town of Geneva
5. Town of Bloomfield
6. City of Delavan
7. City of Elkhorn
8. City of Burlington
9. City of Mauston
10. City of Whitewater
11. Village of Sharon
12. Village of East Troy
13. Village of Yorkville
14. Village of Fontana
15. Village of Williams Bay
16. Village of Darien
17. Village of Bloomfield

Benefits

- Increased property values
- Decreased property owner complaints
- Improved communication with residents
- Greater landlord/tenant relations
- Better sense of community among all residents
- Increased education surrounding Municipal Codes and Ordinances
- Dependable and responsive point of contact for property owners, residents, and municipal officials/employees
- More organized approach to the implementation and oversight of various municipal programs

Understanding the process

Step One

1. Receive a complaint or observe a violation, and document by taking photos.
2. Issue a Notice a Violation with a fair compliance deadline.
3. Re-check the property for compliance.
4. If the property has addressed all violations, the property will be marked in compliance, and no inspection fees or citations will be issued.

Item 10.

Step Two

1. If the property is not in compliance, a final notice will be issued, with deadline.
2. The first re-inspection fee will be charged.
3. Re-check the property for compliance.
4. If the property has addressed all violations, the property will be marked in compliance

Step Three

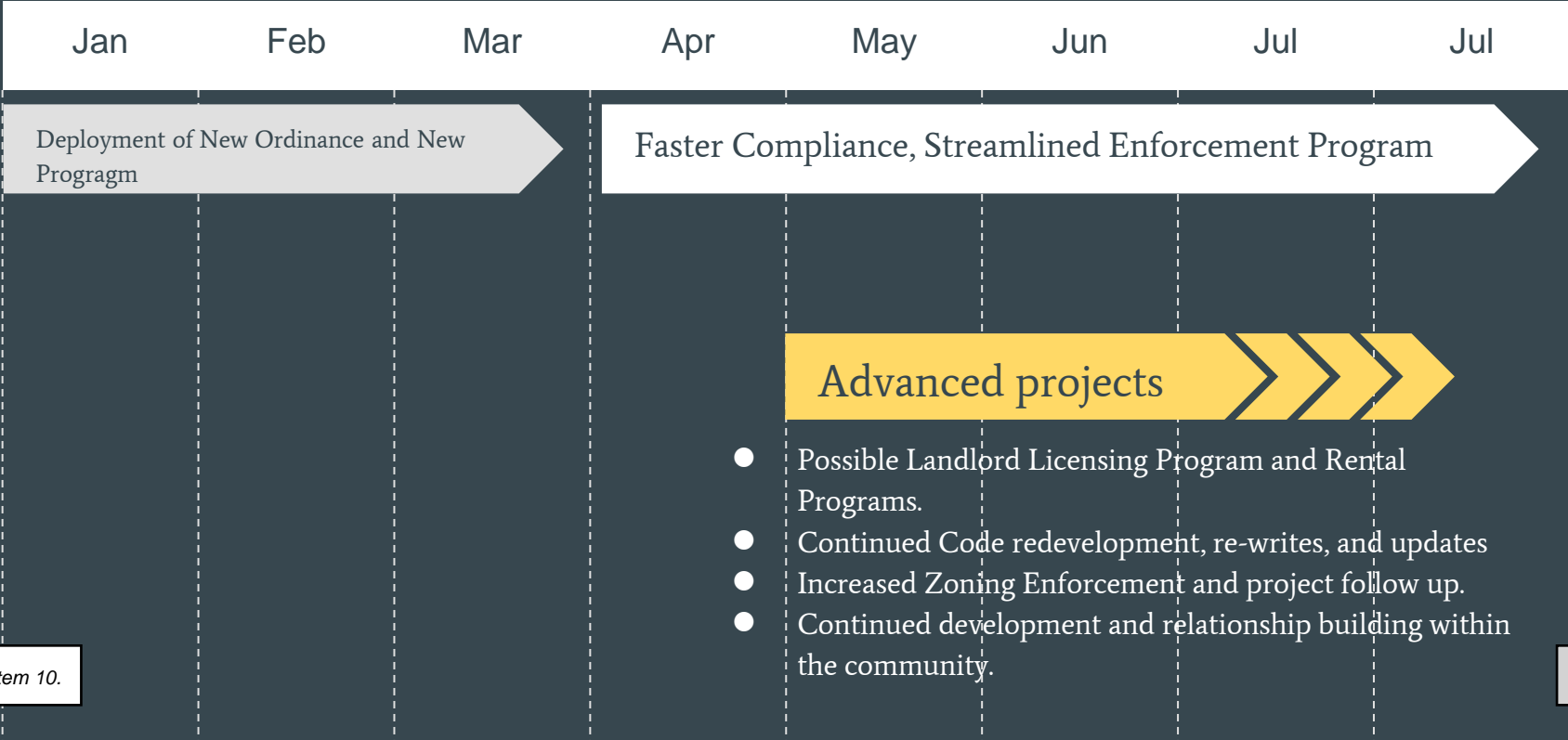
1. If the property is not in compliance, a final notice prior to citation will be issued, with deadline.
2. The second re-inspection fee will be charged.
3. Re-check the property for compliance.
4. If the property has addressed all violations, the property will be marked in compliance
5. If the property owner is not yet in compliance after this final step, a citation will be issued.

118

2024 Progress and Achievements

Orders Issued in 2024 (January-February)	Toter Violations issued in 2024(January-February)	Citations Issued	Re-Inspection Fees	Complied Items between January and February
128	105	0	18	25

2024 Timeline




Progress Photos



Progress Photos



Thank you!

		<p align="center">Policy 501.05.03 Security Camera and Recording Retention Policy</p>			
Owner:	IT Director	Approving Position:	Common Council	Pages:	3
Issue Date:	2/27/2024	Revision Date:		Review Date:	
Special Instructions:					

I. PURPOSE

The purpose of this policy is to create a governance and usage framework that will apply to all security cameras used to monitor or record indoor and outdoor spaces owned, occupied, or controlled by the City of Whitewater. The guiding principle of the policy is to identify specific locations and situations where security cameras can be placed if a risk-based evaluation of the operational need indicates camera placement is justified. Camera field of view, operational parameters, and configurations for camera security systems are determined by the Police department or the affected department. Facilities and IT departments are responsible for the operation and maintenance of the network applications and the physical system hardware that support security camera systems.

The primary purpose of utilizing security cameras is to enhance the safety and security of members of the City while preserving individual privacy and freedom of expression. Individual departments in conjunction with the IT and Police departments are responsible for approving camera placements, may impose placement restrictions that go beyond the scope of this policy where it is believed that the presence of cameras would be inconsistent with community values, or other important values. The framework created within this policy seeks to ensure that security cameras used by the City are operated in a manner that is consistent with City principles and in compliance with all applicable policy and legal requirements. The existence of this policy does not imply or guarantee that security cameras will be monitored in real-time continuously or otherwise. Additionally, while the City makes reasonable efforts to ensure its security cameras are functional/operational, this policy is no guarantee of this.

II. GUIDELINES

This policy shall not apply to use of cameras for reasons unrelated to security surveillance activity. Furthermore, this policy does not apply to video technologies that are used by devices such as laptop computers, drones, smart phones or similar devices, or recordings of City meetings. This policy also does not apply to cameras used by law enforcement in carrying out law enforcement functions such as automated license plate readers, Police body cameras, or any other law enforcement recording device.

Security Camera and Recording Retention Policy

III. PROCEDURE

A. Security Camera Placement

1. All Cameras can be placed in selected areas for the legitimate safety and security purposes of deterring of crime, providing the City with information that will enhance the safety and security of persons, and protecting the property of the City according to the guidelines outlined in this section. The installation of security cameras will be based upon evidence of a need to mitigate an identified risk or vulnerability. Such needs include:
 - a. Safeguarding of human life;
 - b. Protection of buildings owned, occupied, or controlled by the City;
 - c. Protection of City property and assets;
 - d. Monitoring of access to City controlled buildings;
 - e. Verification of security alarms;
 - f. Monitor storage, pick up, and drop off of hazardous materials;
 - g. Rapid response to emergency events or incidents;
 - h. Protection of high security spaces;
 - i. Monitor high activity street intersections
2. Cameras will be limited to uses that do not violate the reasonable expectation of privacy as defined by law or the City. Security camera systems generally cannot be installed to monitor areas where there is a reasonable expectation of privacy.

B. Monitoring

1. Neither the installation of security cameras nor this policy constitutes an undertaking by the City to provide continuous live monitoring of all locations visible through such cameras. Cameras may be monitored in real-time when safety or security concerns, event monitoring, ongoing investigations, alarms or other situations warrant such monitoring.
2. Generally, it is up to the individual department to monitor their cameras and not the responsibility of the Police or IT departments to do so.

C. Access to and Retention of Recordings

1. Access to or distribution of any security camera recording requires express written permission of the department for which the camera is for and the IT department. An exception for this would be for a public information request through the City Clerk or the Police department.
2. All security camera recordings must be stored in a secure location established by the operating unit and IT, accessible only to authorized and trained staff members, and configured to prevent unauthorized modification, duplication or destruction, and they will be retained in accordance with City guidelines. Security camera recordings will generally be retained for a period of time between 30-90 days, depending on the operational needs of the particular departments, subject to the limitations of the recording equipment, and subject to any applicable ordinance. The security camera system owner is responsible for

Security Camera and Recording Retention Policy

ensuring that recordings are erased or recorded over as required in this paragraph. Requests to preserve a security camera recording from deletion should be submitted in writing to the IT Director as soon as possible and should include the reason for the preservation request.

IV. REPORTING

V. JOB AIDS

To City of Whitewater Common Council

From Rick Manthe

Date March 5, 2024

Re Special Assessments of Mobile Home Communities

Included for a first reading on the March 5, 2024 Common Council agenda is an ordinance imposing a special assessment on mobile home communities to defray the costs of providing police, fire, and EMS services. This memo explains the ordinance, as well as some legal considerations for the City if it is adopted.

1. Summary of Special Assessment Ordinance.

This ordinance is designed to impose a special assessment on mobile home communities to defray the costs of providing police, fire, and EMS services. Generally, the ordinance requires the City to impose a special assessment if the costs of providing emergency services to a mobile home community are greater than the amount of taxes and fees collected from the mobile home community. If the amount of fees and taxes collected from the mobile home community exceeds the cost of providing emergency services for the previous calendar year, no special assessment is imposed.

The special assessment is calculated by using emergency services calls for service to the mobile home community as a percentage of all calls for emergency services in the City. That percentage is then multiplied by the yearly emergency services expenses to determine the yearly cost for services. If that yearly cost for services to a mobile home community exceeds all taxes and fees collected from the mobile home community, a special assessment is imposed for the difference between revenue and the cost of providing emergency services.

In addition to defraying the cost of providing emergency services, this ordinance would also incentivize mobile home community owners to implement safety strategies to reduce reliance on emergency services. For instance, an owner could increase security by

0228241025

installing cameras or additional lights in the hopes of reducing the calls for police service. By reducing the number of calls, the special assessment would decrease.

It is possible for the City to impose a special assessment to defray the costs of “educational services,” but this ordinance is limited to emergency services. The ordinance could be amended to include educational services from the school district. However, at this time, we have not gotten a response from the school district requesting to implement an educational service special assessment.

2. Legal Considerations for Ordinance.

While the City has express statutory authority to impose these special assessments against mobile home communities to defray the costs of municipal services, it is still possible there may be a negative levy adjustment for doing so. Below is an explanation of that risk to the City if it adopts this ordinance.

Cities may “levy and collect special assessments to defray the cost of municipal and educational services furnished to a [mobile home] community.” Wis. Stat. § 66.0435(2)(b)2. While this statute seems straightforward, its interaction with the levy limit law is complex.

The risk lies in whether a court would find that the “special assessment” is actually a property tax. If the special assessment were to be classified as a property tax, then a negative levy limit adjustment would be imposed under Wis. Stat. § 66.0602 for the entire amount of the special assessment. There is no legal bright line between a property tax and a special assessment (also referred to as a “fee” or “charge”). “The purpose, and not the name it is given, determines whether a government charge constitutes a tax.” *Bentivenga v. City of Delavan*, 2014 WI App 118, ¶6, 358 Wis. 2d 610, 615, 856 N.W.2d 546, 548. In differentiating between a tax and a charge, the “primary purpose of a tax is to obtain revenue for the government, while the primary purpose of a fee is to cover the expense of providing a service or of regulation and supervision of certain activities.” *City of River Falls v. St. Bridget's Cath. Church of River Falls*, 182 Wis. 2d 436, 441–42, 513 N.W.2d 673, 675 (Ct. App. 1994). For example, the Wisconsin Court of Appeals upheld a charge against all properties within a town designed to recover the entire cost of providing fire protection. The court determined that the charge was a fee because the amount collected would never exceed the cost of providing fire service. *Town of Hoard v. Clark Cnty.*, 2015 WI App 100, ¶13, 366 Wis. 2d 239, 247, 873 N.W.2d 241, 244.

Conversely, the Wisconsin Supreme Court recently determined that a statute allowing municipalities to create transportation utility districts and fund them via “taxation of the property in the district” was a property tax and subject to levy limits. *Wisconsin Prop. Taxpayers, Inc. v. Town of Buchanan*, 2023 WI 58, 408 Wis. 2d 287, 992 N.W.2d 100. In that case, a town created a transportation utility district, which Wisconsin law expressly

authorized. The enabling statute allowed the district to fund its operations via “taxation of property in the district.” Wis. Stat. § 66.0827(2). The Town of Buchanan then created a funding formula derived from a statistical analysis of road usage by various property types within the municipality and divided properties into various use categories. *Id.* at ¶13. However, the Court concluded that the statutory phrase “taxation of the property in the district” was merely another way of saying “property tax.” *Id.* at ¶14 Consequently, despite a specific statutory authorization to impose the tax, the Court concluded the utility charge was a property tax subject to levy limits.

As it applies to mobile home communities, although there is no definitive answer, special assessments or charges imposed for “municipal and educational services” would arguably not qualify as a tax. First, the City is statutorily authorized to impose special assessments to defray the costs of providing “municipal and educational services” to a mobile home community. Unlike a general property tax where the goal is to raise general purpose revenue, these assessments would only be to defray the costs of services actually provided to a particular mobile home community. In other words, the amount is directly tied to a service provided to the mobile home community.

The ordinance, as drafted, is limited in scope to only police, fire, and EMS services. It was designed to limit special assessments to only the cost of providing those services to mobile home communities. The special assessments will never exceed the cost of providing the services, and no special assessments will be imposed if the amount of taxes and fees received from the mobile home community is greater than the costs of providing services to the mobile home community. These factors would weigh in favor of the special assessment not resulting in a negative levy adjustment. However, since there are no court cases specifically interpreting the authorizing statute, it is possible a court could find the special assessment is a property tax and thus impose a negative levy adjustment and require the City to refund to the owner of the mobile home community.

ORDINANCE No. ____
AN ORDINANCE CREATING SECTION 3.11 OF THE WHITEWATER
MUNICIPAL CODE RELATING TO SPECIAL ASSESSMENTS OF MOBILE
HOME COMMUNITIES

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do ordain as follows:

SECTION 1: Create chapter 3.11 of the City of Whitewater Municipal Code to read as follows:

1. Purpose. The purpose of this section is to impose special assessments to defray the City's cost of furnishing police, fire, and emergency medical services to a mobile home community, and to encourage owners of a mobile home community to proactively implement strategies to reduce calls for such services.
2. Definitions. In this section:
 - A. "Emergency Services" means police, fire, and emergency medical services.
 - B. "Mobile Home Community" means any property upon which 3 or more manufactured homes or mobile homes, occupied for dwelling or sleeping purposes, are located, regardless of whether a charge is made for the accommodation of the homes upon such property.
3. Imposition of Mobile Home Community Special Assessments. Pursuant to Wis. Stat. § 66.0435(2)(b)2., the City may impose special assessments annually on each Mobile Home Community located in the City to defray the costs of providing Emergency Services.
4. Calculation of Special Assessment. To determine the costs of providing Emergency Services to each Mobile Home Community, the City shall annually calculate the number of calls for Emergency Services originating from, or requesting service to, the Mobile Home Community during the prior calendar year expressed as a percentage of the total number of calls for Emergency Services originating from or requesting service within the City multiplied by the actual amounts expended by the City for the provision of Emergency Services for the entire City for the same period. If the costs for providing Emergency Services to the Mobile Home Community exceeds the amount of revenue the City received from that Mobile Home Community, including all taxes and fees, the City shall impose a special assessment in an amount equal to the difference between the costs of providing Emergency Services attributable to the Mobile Home Community and the actual revenue received from the Mobile Home Community.

In no event will the City impose a special assessment for the cost of providing Emergency Services to the mobile home community if the attributable cost is less than the total amount of revenue the City received from the mobile home community.

Ordinance introduced by Council Member _____, who moved its adoption.

Seconded by Council Member _____.

AYES: _____

NOES: _____

ABSENT: _____

ADOPTED: _____, 2024

John Weidl, City Manager

Heather Boehm, City Clerk



Council Agenda Item

Meeting Date:	March 5, 2024
Agenda Item:	Ordinance on City Council and Committee Records
Staff Contact (name, email, phone):	Heather Boehm hboehm@whitewater-wi.gov 262-473-0102

BACKGROUND

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

At the February 20, 2024 Councilmember Gerber requested Ordinance 15.124.010 which states audio tapes made solely for the purpose of drafting minutes be kept for CR+1 year instead of the current 90 days, to match Ordinance 2.66.070.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff is no longer recording audio tapes. All meetings will be video taped with audio, either with a GoTo meeting or with a Zoom meeting/webinar, that will be posted to the City website.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Ordinance 15.124.010 City Council and Committee Records.
Ordinance 2.66.070 Destruction of Public Records

15.124.010 - City council and committee records.

The following public records may be destroyed after the expiration of the designated retention period:

<u>Records</u>	<u>Period of Retention</u>	<u>SHSW Notice</u>
Minute books	Permanent	N/A
Audio tapes	CR + 1 year; 90 days if made solely for the purpose of drafting the minutes	W
Ordinances	Permanent	N/A
Resolutions	Permanent	N/A
Ordinance book	Permanent	N/A
Affidavits of publication	CR + 3 years	W

(Ord. 1370 §1(part), 1997).

2.66.070 - Destruction of public records.

City officers may destroy records of which they are the legal custodians and which are considered obsolete but not less than seven years after the record was effective unless a specific period of time is provided by the Wisconsin Statutes.

- (1) Prior to the destruction of any public records, at least sixty days' notice in writing shall be given the State Historical Society of Wisconsin. The historical society may upon application, waive such notice.
- (2) Notwithstanding any minimum period of time for retention set forth above, any taped recording of a meeting, as defined in Wis. Stats. § 19.82(2), by any governmental body, as defined under Wis. Stats. § 19.82(1), of the city may be destroyed no sooner than one year after the minutes have been approved and published if the purpose of the recording was to make minutes of the meeting.
- (3) Transcripts of Tape Recordings of Municipal Court Trials. Audio tape recordings of trials or juvenile matters in municipal court shall be kept until the time has expired for taking an appeal of such matters to the Circuit Court of Walworth County or Jefferson County. Upon the expiration of such period, city officers are empowered to dispose of, erase, destroy or reuse any such audio tapes; and to destroy any written duplicate copies of transcripts made from such tapes.
- (4) Municipal Court, Traffic, Juvenile or Ordinance Violation Case Files. All court papers or written court records in the possession of the municipal court or the city police department in proceedings commenced by the issuance of municipal court citations or pleadings shall be kept for six years after the entry of final judgment.
- (5) All police dispatch audio tapes shall be kept for thirty days except those tapes that cover significant incidents. Tapes covering significant incidents will be retained seven years after the incident is closed.

(Ord. No. 1782A, 5-4-2010)



Common Council Agenda Item

Meeting Date:	March 5, 2024
Agenda Item #5:	Discussion and possible action regarding revisions to the Down Payment Assistance component of the Affordable Housing Fund Policy
Staff Contact (name, email, phone):	John Weidl, City Manager jweidl@whitewater-wi.gov 262-473-0104

BACKGROUND

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

This memo outlines proposed revisions to the Down Payment Assistance component of the Affordable Housing Fund Policy, as suggested by Nate Parrish, President of First Citizens State Bank with the intent to enhance program accessibility and effectiveness.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The CDA approved the following changes at their February 15, 2024 Board Meeting:

- Income Eligibility Adjustment:** Increase the eligibility threshold from 100% to 150% of HUD Income Limits to widen the applicant pool.
- Property Value Limit Revision:** Remove the current HUD county property value limit (\$271,000) to accommodate new housing developments projected to be priced between \$289,000 and \$318,000.
- Affordability Criteria Clarification:** Specify that maximum mortgage payments must not exceed 30% of household gross income at application and loan closing.

FINANCIAL IMPACT

These adjustments are intended to address CDA's concerns about program feasibility and to better support the City's affordable housing objectives.


STAFF RECOMMENDATION

Staff is recommending approval.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Email Correspondence between City staff and Nate Parrish, President of First Citizens State Bank dated January 19, 2024.
- Draft of Policy 602.01 Affordable Housing Fund Policy (revised 2/15/2024 and redlined to reflect changes).

		Policy 602.01 Affordable Housing Fund Policy			
Owner:	Economic Development Director	Approving Position:	Common Council	Pages:	5
Issue Date:	07/19/2023	Revision Date:	<u>2/15/2024</u>	Review Date:	<u>03/05/2024</u>
Special Instructions:	Allocation of Tax Incremental Development Extension Funds				

Formatted: Centered
Formatted: Centered

I. PURPOSE

The purpose of the Affordable Housing Fund is to assist home buyers and developers by addressing the lack of housing stock available in the City of Whitewater, by the creation of affordable housing opportunities, such as supporting home buyers in acquiring homes and incentivizing contractors/developers with the construction of new single family owner-occupied residential housing units. Additionally, this policy sets forth the initial terms of allocating approximately \$1.9M in monies the City of Whitewater has available to support affordable housing.

The goal of the Affordable Housing Fund is to aid homebuyers and provide financial support for projects in the City of Whitewater that seek to increase the supply of safe, quality, affordable housing and facilitate long-term affordability and sustainability. In addition, the funds seek to achieve a wider dispersion of affordable housing units throughout the city.

The Guidelines of this policy are drafted to guide the appropriate and effective use of the excess increment from retired tax increment districts. Due to a dynamic housing market these guidelines may allow other applications of TID funds that meet the mission of expanding housing opportunities in Whitewater with Common Council approval.

II. GUIDELINES

STATEMENT OF POLICY

Background

The State of Wisconsin created the Affordable Housing Extension program (“AHE”) to the Tax Incremental Finance law in 2009. Under this provision, cities with a Tax Increment District (“TID”) that has retired its debt and paid for all its project costs can extend the life of the district for one year. The funds captured in the one-year extension must be used solely to benefit affordable housing and improve housing stock anywhere in the community. A city must use at least 75% of those tax increments to benefit affordable housing anywhere in the community. Affordable housing is defined as housing costing no more than 30% of the household’s gross income. Any remaining portion of the increment shall be used by the municipality to improve its housing stock. For purposes of this policy, “housing” and “housing costs” shall be defined as the principal and interest payments of the

mortgage associated with the housing unit.

Any project or property acquired or funded through this mechanism shall require a deed restriction that would sunset after 10 years from the date of loan restricting rental of the home, requiring immediate repayment of the loan plus an additional \$5,000 penalty if the home is converted to a rental unit, and providing for a hardship waiver approved by the CDA.

III. PROCEDURE – Allocation of proposed funding depends on maintaining the 75% affordability requirement. A record of 75%/25% allocations will be kept by city staff.

A. Affordable Housing Funding

1. Funding Availability - Funding will become available intermittently as TIDs close and the one-year extensions are approved by the City Council through a resolution.
2. Down payment assistance for home buyers
 - a. Up to \$700,000 may be set aside initially for down payment assistance to home buyers who income-qualify, earning ~~100%~~150% or less of current HUD Income Limits by county.
 - b. Income-qualified homebuyers may receive a 0% interest loan for \$25,000 to be put toward the down payment on a home.
 - c. Income-qualified homeowners can refinance their home as needed for a more favorable mortgage rate at any point in the future without penalty. The loan payment will no longer be deferred if the homeowner needs to take out a second mortgage or home equity loan.
3. Developer Incentives – for development of single-family owner-occupied homes
 - a. A maximum of \$25,000 per dwelling unit that is sold to a person meeting the HUD income limits by county for ~~100%~~150% or less of county median income.
 - b. A maximum of \$15,000 per market rate unit for those units sold to buyers not meeting the definition of affordable in section III(B)(1) – Affordability. This portion of the incentive would utilize the 25% of funds not required to utilized for affordable housing.
 - c. An additional \$5,000 per unit may be considered when necessary for projects providing fully accessible units for either a. or b. above.
 - d. Maximum amount per developer: \$500,000.
 - e. Incentive would be paid out to the developer as homes are sold if they are priced to income-qualify.
 - f. Units developed under this program are designed to support family and owner-occupied residential projects.
 - g. Properties incentivized under this program would require placement of a 10 year deed restriction restricting rental of home and requiring immediate repayment of downpayment assistance plus a \$5,000 penalty if the home is converted to a rental unit. A hardship waiver may be applicable if approved by the CDA.

Affordable Housing Fund

4. Capital contribution to Homeowner Rehab Revolving Loan Fund - A one-time contribution to the Homeowner Rehab Revolving Loan Fund to replenish funds for repairs in the amount of \$100,000. Units rehabbed under this program are existing owner-occupied residential units.
 - a. Properties incentivized under this program would require placement of a 10 year deed restriction restricting rental of home and requiring immediate repayment of downpayment assistance plus a \$5,000 penalty if the home is converted to a rental unit. A hardship waiver may be applicable if approved by the CDA.
 5. While 75% of funding is required to be spent to advance affordable housing options in the City of Whitewater, the other 25% of TIF increment can be spent on housing that is available to projects and programs supporting residential development which doesn't have an income-qualification of affordability. This could be a developer incentive, such as item 3.b. above, or other means of supporting housing development. Incentives could be provided for land acquisition, infrastructure, or certain amenities which would benefit development. Up to \$475K of the initial \$1.9M may be allocated toward projects meeting this criterion.
 6. City Development – The city shall have the option to utilize these funds to purchase lots, buy land, and develop a subdivision that would fit within these Affordable Housing guidelines.
- B. Affordability Definition**
1. Affordability
 - a. The maximum program mortgage (principal and interest) payments will not exceed 30% of the household's gross income at the time of closing.
 - b. Buyers must be qualified upon initial offer to purchase the unit by the developer or the assigned realtor.
- C. Eligibility and Application**
1. Applicant Eligibility - Developers
 - a. Projects must be located in the City of Whitewater
 - b. Projects must meet the affordability definition in section B. of this document
 - c. Projects application requires that the developer owns the land in fee simple or has the land under a binding offer to purchase and plans have been submitted to the City Planner/Neighborhood Services Director or CDA Director for review/approval.
 2. Application Process – Developers
City staff shall develop a process for vetting and approving projects to be approved by City Council.
 3. Application – Developers of five or more units
 - a. To apply for the Affordable Housing Fund, applicants should complete the Affordable Housing Fund application. The application will allow the developer to describe the proposed development concept and their experience developing and operating multi-

Affordable Housing Fund

family, affordable housing projects.

- b. Project Summary - Describe basic information on project sponsors and project ownership.
 - c. Project Description - Include the following:
 - 1) Project narrative - Describe how the proposed project meets the City's goals
 - 2) Design and Quality - Describe the construction of the units and the materials used
 - 3) Units by Bedroom Count and Income Levels
 - 4) Project Schedule
 - 5) A concept plan and site plan - Submit both plan view and elevations
 - 6) Location of the site regarding proximity to schools, shopping, employment, recreational activities, and public transportation
 - d. Development Budget - Sources and uses budget
 - e. Financing Sources - Financing narrative
 - f. Project Operations
 - 1) Operating narrative
 - 2) Proposed sale prices detailed by unit size and income level
 - 3) Marketing plan for sale of homes
 - g. Organizational Capacity
 - 1) General Ownership experience
 - 2) Personnel
 - 3) References
 - 4) Resume of Lead Project Manager
 - 5) Corporate philosophy on affordable housing, fair housing, and diversity, equality, and inclusion
4. Evaluation of Application
- a. Project Description and Technical Approach - the city and its staff will evaluate the applicant's approach to the project, proposed design quality, and success in understanding and meeting the city's goals and visions for single-family development. Should conform with adopted plans.
 - b. Development Concept, Site Design, and Proposed Location
 - 1) Strength of design concept, sensitivity to neighborhood context, readiness to proceed.
 - 2) Demonstrated commitment to energy efficiency and sustainable design.

Affordable Housing Fund

- 3) Proximity of proposed site to public transit, schools, employment opportunities, and shopping districts.
- 4) Project amenities.
5. Financial Soundness and Capacity to Obtain Funding for the Project – the city and its staff will evaluate the financial soundness of the proposed funding plan and the capacity of the developer to successfully obtain the funding necessary for the project, including operating subsidies.
6. Organizational Capacity
 - a. The city is seeking to invest in a developer that represents a sound, long-term investment in scarce housing resources.
 - b. The city will evaluate whether all involved parties have demonstrated the experience necessary to execute the project within budget, secure funding and operate the development over the long term.
 - c. The city will also determine if the mission, vision, and values of the applicant aligns with those of the City of Whitewater.

D. Eligibility and Application

1. Applicant Eligibility – Down payment Assistance for Homebuyers
 - a. Applicants must have a combined household income of ~~100%~~150% or less of current HUD Income Limits by county.
 - b. Buyers must be prequalified by a bank for housing with consideration for the down payment assistance
 - c. Buyers must present an accepted offer to purchase contingent on financing at the time of application
2. Application Process – Home Buyers
 - a. To apply for programs in the Affordable Housing Incentive Program, applicants shall submit written correspondence through a letter of intent to the CDA for review. The letter of intent shall describe the proposed purchase and submit evidence of qualification of items D(1)(a-c) above. City staff will review the application for eligibility and against the criteria outlined in the policy and provide a recommendation to the CDA. If the incentive is approved by the CDA, the incentive is then confirmed and paid out as per 2.b. below.
 - b. Economic development department staff will prepare a downpayment assistance agreement, and mortgage. Staff will attend the residential real estate closing to present the downpayment check and have program documents signed. The mortgage will be recorded at the appropriate Register of Deeds office for the County in which the residence exists.
 - c. Documents related to down payments will be stored in hard copy and electronic format for seven years following the sale of the home and repayment of the down payment loan.



Council Agenda Item

Meeting Date:	02/06/2024
Agenda Item:	Approval of GenComm 2024-2027 Solacom Maintenance & Support Quote
Staff Contact (name, email, phone):	Sabrina Ojibway sojibway@whitewater-wi.gov 262-473-1373

BACKGROUND

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

Current Solacom maintenance ends on March 31, 2024. Solacom is the 9-1-1 software that is maintained by GenComm and utilized by the City of Whitewater Communications Center and the Walworth County Communications Center, allowing for interoperability between the two agencies. Quote includes three years (April 1, 2024 through March 31, 2027) of Solacom and GenComm support services to maintain two on-site positions, admin media gateways, network switches, position hardware and software support.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

Necessary funds were factored into the approved 2024/25 budget under Police Communications Miscellaneous Contractual Services (100-52600-295).

STAFF RECOMMENDATION

City Staff would recommend approval of sole source quote 210421-03-TM_V09 as it is necessary to maintain 911 dispatch equipment.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Quote 210421-03-TM_V09



January 16, 2024 E000016509

Customer: Walworth County, WI
Sabrina Ojibway

Site: City of Whitewater Police
312 W Whitewater St
Whitewater, WI 53190

McHenry Location:
2604 North Chapel Hill Road, McHenry IL, 60051-3631
Cliff.Hammarstrom@gencomm.com EMAIL
1-815-385-4224 (Main)
1-815-322-1657 (Direct)
1-815-385-4368 (Fax)

sojibway@whitewater-wi.gov

Phone: 262-473-1373

Fax: 262-222-5909

Note: Portion of maintenance for Whitewater equipment from Walworth County refresh quote

Quote
Detail: Current Solacom maintenance ends on March 31, 2024.
includes (3) years of Solacom & Gencomm support services to maintain (2) on-site positions, Admin Media Gateways, Network switches, and position hardware. Software support includes updates, Bugs / Fixes patches, and labor to install / support softwares.
(3) separate sections are provided showing per-year costs.
Year 6 support will begin on April 1 2024 and end on Mar 31,2025
Year 7 support will begin on April 1 2025 and end on Mar 31,2026
Year 6 support will begin on April 1 2026 and end on Mar 31,2027
Pricing is based on receiving a PO for the number of years selected with full up-front payment.

Prepared By	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
Chammar	Net 30 Days	Jan 16, 2024	Feb 16, 2024	chh	US Dollars

Warranty/Maintenance/Managed Services

Line	Item	Quantity	List Price	Extended Price
7	S-MAINTENANCE-V3	Maintenance and Support - Year 6		
	MT-SSGUARD-01	2	\$1,300.00	\$2,600.00
	Rad-Maint	2	\$1,850.00	\$3,700.00
	MT-MAPSTDPOS	2	\$502.00	\$1,004.00
	<i>For Guardian Mapping Standard Solution. Doesn't include GIS data updates. GIS data Updates need to be purchased separately.</i>			
	MT-MAPSYNCPOS	2	\$24.00	\$48.00
	<i>For Guardian Mapping Sync Solution Software Walworth Positions</i>			
Managed Services- Year 6				
	SV-ARM_Guardian-1Y	2.00	430.00	\$860.00
	SV-AVMgr-1yr	2.00	150.00	\$300.00
	SV-OS MGTCore-1Y	1.00	360.00	\$360.00
	SV-OS MGTPos-1Y	2.00	180.00	\$360.00
	RAD-MGN-Services	2.00	225.00	\$450.00
				Line 7 price
				\$9,682.00

8 S-MAINTENANCE-V3 Maintenance and Support - Year 7

Warranty/Maintenance- Year 7

	MT-SSGUARD-01	2.00	1,300.00	\$2,600.00
	Rad-Maint	2.00	\$1,850.00	\$3,700.00
	MT-MAPSTDPOS	2.00	502.00	\$1,004.00

For Guardian Mapping Standard Solution. Doesn't include GIS data updates. GIS data need to be purchased separately.

Item 15.

MT-MAPSYNCPOS	Map Sync Software Support Per Pos Year 7 <i>For Guardian Mapping Sync Solution Software</i>	2.00	24.00	\$48.00
Managed Services- Year 7				
SV-ARM_Guardian-1Y	Active Remote Monitoring / Pos - Year 2	2.00	430.00	\$860.00
SV-AVMgr-1yr	AntiVirus Management/ Positions - Year 2	2.00	150.00	\$300.00
SV-OS MGTCore-1Y	Server OS Patch Management - Year 2	1.00	360.00	\$360.00
SV-OS MGTPos-1Y	Position OS Patch Management - Year 2	2.00	180.00	\$360.00
RAD-MGN-Services	Radicom support managed services Year 2	2.00	225.00	\$450.00
Line 8 price				\$9,682.00

9 S-MAINTENANCE-V3	Maintenance and Support - Year 8			
Warranty/Maintenance- Year 8				
MT-SSGUARD-01	Position Software Support - Year 8	2.00	1,300.00	\$2,600.00
Rad-Maint	Radicom on-site 24hr support per pos-per year	2.00	\$1,850.00	\$3,700.00
MT-MAPSTDPOS	Map Software Support / Position - Year 8 <i>For Guardian Mapping Standard Solution. Doesn't include GIS data updates. GIS data Updates need to be purchased separately.</i>	2.00	502.00	\$1,004.00
MT-MAPSYNCPOS	Map Sync Software Support Per Pos Year 8 <i>For Guardian Mapping Sync Solution Software</i>	2.00	24.00	\$48.00
Managed Services- Year 8				
SV-ARM_Guardian-1Y	Active Remote Monitoring / Pos - Year 3	2.00	430.00	\$860.00
SV-AVMgr-1yr	AntiVirus Management/ Positions - Year 3	2.00	150.00	\$300.00
SV-OS MGTCore-1Y	Server OS Patch Management - Year 3	1.00	360.00	\$360.00
SV-OS MGTPos-1Y	Position OS Patch Management - Year 3	2.00	180.00	\$360.00
RAD-MGN-Services	Radicom support managed services Year 3	2.00	225.00	\$450.00
Line 9 price				\$9,682.00

Warranty/Maintenance/Managed Services sub-total: \$29,046.00

Terms and conditions

1. All prices quoted in USD Dollars exclude any applicable taxes.
2. Duty and taxes not included in price.
3. Any order shall be subject to credit approval by Radicom Inc.
4. Terms: 100% invoiced upon order. Payment to be processed before beginning of contract term.
5. There is a \$1,500.00 minimum order requirement as applicable. Orders under \$1,500.00 may include an associated administrative fee.
6. All cancellations following receipt of order are subject to a 20% restocking fee or any costs incurred prior to cancellation will be invoiced.
7. Annual system support payment due prior to expiration of support plan.
8. Subject to Solacom Technologies standard warranty terms and conditions
9. Maintenance and support is subject to Solacom Technologies Maintenance and Support Policies



Council Agenda Item

Meeting Date:	March 5, 2024
Agenda Item:	Discussion and Possible Action on renaming East Gate Park to Walton East Gate Park
Staff Contact (name, email, phone):	Kevin Boehm, kboehm@whitewater-wi.gov , (262)473-0122

BACKGROUND

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

In conversation, Russ Walton had requested the renaming of East Gate Park to Walton East Gate Park. After the Park Board requested additional information, Russ provided a formal written request outlining his desire to have the park renamed. He cited the donation of 4 park properties as reason for the desired name change to recognize the contributions the Walton family has made to the city of Whitewater. The 4 park locations are Walton Oaks Park, East Gate Park, Meadowsweet Park and Skyway Park. East Gate Park is located in the Walton Pine Bluff Subdivision, which was constructed by the Walton Family.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

January 17, 2024 Park Board discussed renaming East Gate Park to Walton East Gate Park and requested more information and deferred action to a future meeting.

February 21, 2024 Park Board made a motion to endorse East Gate Park to be renamed to Walton East Gate Park in appreciation of the generous contribution of four park properties within the City of Whitewater and recommends that the cost of the new sign would be the responsibility of the Walton Family. Motion was seconded and approved by roll call vote. Ayes: Ryan, Weberpal, Matthews, Kilar, Hicks. Nays: None

FINANCIAL IMPACT

(If none, state N/A)

Cost of signage replacement will be covered by the Walton family.

STAFF RECOMMENDATION/SUGGESTED MOTION

Approve renaming East Gate Park to Walton East Gate Park with the Walton family responsible for the cost for new signage, no future park renaming be considered and all new park property naming must follow the procedure set forth in the City of Whitewater Park Naming Policy.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Park Naming Policy
2. Park location map
3. Letter from Russ Walton



East Gate Park

WALWORTH COUNTY, WISCONSIN

0 70 140 280 420 560 700
 Feet

1:3,600

Author:
 Map Produced on: 12/12/2023
 Wisconsin State Plane Coordinate System, South Zone
 Horizontal Datum: NAD83-2011

**Walworth County Information Technology Department
 Land Information Division**
 1800 County Trunk NN
 Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.

RR WALTON & COMPANY LTD

1005 W. Main Street, Ste C
Whitewater, WI 53190

Phone: 262-473-8646 Fax: 262-473-8360

January 25, 2024

Brad Marquardt PE
Public Works Director
City of Whitewater
312 W Whitewater St
Whitewater WI 53190

RE: East Gate Park

Dear Brad,

As we discussed, I would like to ask that the East Gate Park be re-named to Walton East Gate Park. I worked hard to develop the subdivision and asked at the time of development to have the park named after our family.

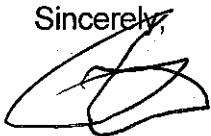
The Walton Family has donated 4 parks in the City of Whitewater, of which only one has the Walton name attached to it.

I am proud of the work and the contributions the Walton family has made in and for the City of Whitewater. I feel having the Walton name in the name of the park honors my family and the hard work and dedication they have made to developing the City of Whitewater.

I am unable to attend the meeting on February 21, however, my brother Ross Walton will be in attendance to represent the Walton Family.

Thank you for your consideration in the re-naming of the East Gate Park.

Sincerely,



Russell R. Walton

CITY OF WHITEWATER POLICY		TITLE: Park Naming Policy
POLICY SOURCE: Parks and Recreation Department	Parks and Recreation Board Approval Date: January 4, 2007 Revised: December 7, 20009	TEXT NAME: G:\Park & Rec\General Information\Policy\ Park Naming Policy

I. PURPOSE

The purpose of the policy is to establish standard procedures and guidelines for the naming of public parklands and facilities owned and/or operated by the City of Whitewater and under the jurisdiction of the Parks and Recreation Department.

This policy may not be consistent with existing names of city areas and facilities. No suggestion is made or intended that existing names be changed. This policy is a basis for future decisions.

II. AUTHORIZATION

The naming of sites shall be the function of the Parks and Recreation Board, **with final approval coming from the Common Council of the City of Whitewater**. Through the Board, diversity, balance and creativity will be sought during adoption of names.

All requests for the proposed naming of a facility must go through the Parks and Recreation Board, **with only approved recommendations forwarded to the Common Council**.

III. Objectives

- A. Provide name identification for individual parks, park area or park facility.
- B. Provide criteria for citizen input into the process of naming parks, park areas or facilities.
- C. Insure that the naming of parks, park areas, or park facilities is controlled **by the City of Whitewater Common Council** through the Parks and Recreation Board with advice from Parks and Recreation and DPW staff.

IV. Qualifying Names

Names submitted for consideration should provide some form of individual identity in relation to the following:

- A. The geographic location of the facility. This includes descriptive names.
- B. An outstanding feature of the facility.
- C. An adjoining subdivision, street, school or natural feature.
- D. A commonly recognized historical event, group, organization or individual (living or deceased).

- E. An individual or organization that contributed significantly to the acquisition or development of the facility to be named. This can include either a deed or substantial monetary contribution, or contribution toward acquisition and/or development of the park or facility (typically not less than 50 percent of the value of the property or improvements).
- F. Outstanding accomplishments by an individual for the good of the community. Quality of the contribution should be considered along with the length of service by the individual - this to be fully substantiated by person making recommendation.
- G. An individual who provided an exceptional service in the interest of the park system as a whole. Typically, while serving in a public office, public officials should not be considered as a candidate for naming.
- H. Any naming of a facility to recognize a sponsor or donation should meet the requirements of the Sponsorship Policy as adopted by the Parks & Recreation Board.

V. Naming Process – Existing Un-named Facilities

- A. Working in cooperation with the Parks and Recreation Department, individuals, groups and organizations interested in proposing a name for an existing un-named park area or facility must do so in writing. This proposal shall be presented to the Director of Parks and Recreation for consideration by the Parks and Recreation Board.
- B. A written description of qualifications for the name being considered must be submitted at this time. This should include location of the facility, any outstanding features of the site, detailed biographical information on an individual being recommended for a name and a narrative explaining the justification of the naming of the facility.
- C. The Parks and Recreation Board will seek input on a name request at the regular monthly meeting and will allow 30 days following their meeting for public comment.
- D. A notice of naming a facility will be published in the Whitewater Register and posted on the city website and local cable access to offer a chance for citizen comment.
- E. The Parks and Recreation Board will act on each request made, and if approved, **will forward to the Common Council for approval** following the 30 days for public comment.
- F. Only approvals of a proposed name for a facility will be forwarded to the Common Council.

VI. Naming Process – New Facilities

**** A temporary name will be designated by Parks and Recreation staff for identification during the “waiting period” of acquisition and/or development of the park area or facility and the formal naming process.**

- A. Working in cooperation with the Parks and Recreation Department, individuals, groups and organizations interested in proposing a name for a new un-named park area or facility must do so in writing. This proposal shall be presented to the Director of Parks and Recreation for consideration by the Parks and Recreation Board.
- B. A written description of qualifications for the name being considered must be submitted at this time. This should include location of the facility, any outstanding features of the site, detailed biographical information on an individual being recommended for a name and a narrative explaining the justification of the naming of the facility.
- C. The Parks and Recreation Board will seek input on a name request at the regular monthly meeting and will allow 30 days following their meeting for public comment.

- D. A notice of naming a facility will be published in the Whitewater Register and posted on the city website and local cable access to offer a chance for citizen comment.
- E. The Parks and Recreation Board will act on each request made, and if approved, **will forward to the Common Council for approval** following the 30 days for public comment.
- F. Only approvals of a proposed name for a facility will be forwarded to the Common Council.

This policy will still allow naming of the park contests to be held through various means that have prior approval of the Parks and Recreation Board. The renaming of parks and facilities will be strongly discouraged. Critical examination will be conducted to insure that renaming the park will not diminish the original justification for the name or the prior contributors. Renaming will follow the same procedures as naming the park.

- A. Only parks and facilities named for geographic location, outstanding feature or subdivision should be considered for renaming. Parks that have been named by deed restriction shall not be considered for renaming.
- B. Parks and facilities named after individuals shall never be changed unless it is found that because of the individual's character the continued use of their name would not be in the best interest of the community.

VII. Signs, Plaques and Markers

The Director of Parks and Recreation, or designee, *must coordinate placement* of any signs, plaques or markers. They must be designed to blend with and complement the existing Parks and Recreation Department signs, plaques and markers. The signs, plaques or markers must comply with existing municipal codes and have *the approval of the Director of Neighborhood Services and/or the Plan and Architectural Review Commission*.



Council Agenda Item

Meeting Date:	March 5, 2024
Agenda Item:	Walworth Ave Contract 6-2024
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

The City recently advertised and opened bids on February 29, 2024 for Contract 6-2024, Walworth Avenue Storm Sewer and Drainageway Project. The project consists of replacing storm sewer in Walworth Avenue, just west of Prince Street, which outfalls to the south into a drainageway and improving said drainageway across property owned by the Dalee's. This project has been delayed multiple years while an easement was worked out with the Dalee's. Three bids were received.

- | | |
|-----------------------------|--------------|
| 1. McQuire Inc. | \$216,792.50 |
| 2. Rock Road Companies, Inc | \$262,296.22 |
| 3. Fischer Excavating, Inc | \$277,344.00 |

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The design of this project was approved by the Public Works Committee and Common Council in January 2019.

Staff would typically take this item through the Public Works Committee for a recommendation before bringing to Council. However, the project is on a tight timeframe to be completed by June 1, 2024 in order to use borrowed money still on the books from 2022. Saving the two weeks on the front end will help the contractor get going sooner in ordering the necessary material and scheduling.

FINANCIAL IMPACT

(If none, state N/A)

Money was previously budgeted in a prior year for this project. The low bid of \$216,792.50 from McQuire Inc falls within the estimate of \$237,000.

STAFF RECOMMENDATION

Staff's recommendation is a motion to award Contract 6-2024, Walworth Avenue Storm Sewer and Drainageway Project to the low bid from McQuire Inc.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. N/A



Council Agenda Item

Meeting Date:	March 5, 2024
Agenda Item:	Whitewater Solar
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

Whitewater Solar, LLC, is requesting a 100-foot easement across the northern portion of the property owned by the Wastewater Facility to locate transmission facilities. The easement is being requested to provide connectivity from proposed solar arrays east of Whitewater to the WE Energies Whitewater Generating Station. The proposed Agreement has gone through back and forth editing between the City's Attorney and Public Works Director, and Whitewater Solar. An agreement has also been reached regarding payment.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee met on Dec 12, 2023 and recommended continuing negotiations as an underground only easement, and including a termination clause if no activity occurs in a stated period. At the January 16, 2024 Council meeting, Council directed staff to continue working out details on the Agreement including payment options.

FINANCIAL IMPACT

(If none, state N/A)

Whitewater Solar will pay the City \$1,000 in consideration of the City executing the Agreement, and \$1,500 as consideration for the grant of the Easements. The initial payment schedule included a yearly sum of \$1.00/linear foot of the transmission line constructed in the Easement Area (approximately \$1,323) for 47 years. The City provided two different options in response to the 47 year payment schedule. Whitewater Solar has opted to pay the 47 year payment in full (\$62,181) upfront within 45 days of the completion of the construction.

STAFF RECOMMENDATION

Staff's recommendation is a motion to approve the Transmission Facilities Agreement with Whitewater Solar, LLC.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Transmission Facilities Agreement

TRANSMISSION FACILITIES AGREEMENT

THIS TRANSMISSION FACILITIES AGREEMENT (this “**Agreement**”) is made, dated and effective as of _____, 20__ (the “**Effective Date**”), between **City of Whitewater, a municipal corporation**, (together with their successors, assigns and heirs, “**Owner**”), and **Whitewater Solar, LLC**, a Delaware limited liability company whose principal business address is 320 N. Sangamon St. #1025 Chicago, Illinois 60607 (together with its transferees, successors and assigns, “**Company**”), and in connection herewith, Owner and Company agree, covenant and contract as set forth in this Agreement. Owner and Company are sometimes referred to in this Agreement as a “**Party**” or collectively as the “**Parties**”.

RECITALS

A. Owner owns certain real property located in Jefferson County, State of Wisconsin, described on **Exhibit A** attached hereto and by this reference made a part hereof (the “**Premises**”).

B. Company desires to obtain certain easements and rights over a portion of the Premises, and Owner desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. Grant of Easements.

(a) Simultaneous with the execution of this Agreement, Owner shall execute the Deed of Easement attached hereto as **Exhibit C** (the “**Deed of Easement**”), granting certain easement rights (the “**Easements**”) to Company over a portion of the Premises (such portion being more particularly defined in the Deed of Easement and **Exhibit B** and referred to herein as the “**Easement Area**”). Owner hereby consents to the recordation of the Deed of Easement on or after the Effective Date.

(b) Title to Transmission Facilities. Company shall at all times retain title to any facilities installed by it or its authorized agents (such facilities being more particularly defined in the Deed of Easement and referred to herein as the “**Transmission Facilities**”) within the Easement Area and shall have the right to remove them (or to allow them to be removed by an authorized third party) from the Easement Area at any time. Nothing in this Agreement, however, shall be construed as requiring Company to (i) construct, install or operate any Transmission Facilities, or (ii) exercise any rights granted herein or under the Deed of Easement. Owner acknowledges that the Transmission Facilities installed by Company may consist of underground “high-voltage transmission lines” as defined under Wis. Stat. § 196.491(1)(f), and in accordance with Wis. Stat. § 182.017 and Wis. Admin. Code PSC § 113.0509, **Exhibit E** attached hereto and by this reference made a part hereof sets forth Owner’s rights relative to this Agreement as well as Owner’s express waiver of certain rights under this Agreement. Prior to installation of any high-voltage transmission lines, Owner and Company shall enter into an amendment of this Agreement specifying the length and width of the Easement Area, and the number and maximum voltage of the underground lines to be constructed (collectively, the “**Transmission Line Specifications**”). All transmission facilities including transmission lines shall be located underground.

2. Term.

(a) Term. The term of this Agreement (the “**Term**”) shall be a period of forty-seven (47) years running from the Effective Date. During the Term, the Company shall have the right to (A) perform any and all due diligence necessary to determine the feasibility of the Easement Area for the construction and operation of the Transmission Facilities, (B) construct the Transmission Facilities, (C) operate and maintain the Transmission Facilities, and (D) use the Easement Area for the purposes set forth in the Deed of Easement, all as more particularly described in the Deed of Easement. If the Company (a) commences underground construction in the Easement Area or (b) provides written notice to Owner of the Construction Commencement Date, such date shall be deemed the “**Construction Commencement Date**”. The date underground construction in the Easement Area is substantially completed, as determined by Company by the Company in its sole discretion, shall be deemed the “**Construction Completion Date**”. If the Construction Commencement Date has not occurred within seven (7) years of the Effective Date, this Agreement and the Deed of Easement shall terminate and be of no further force or effect. In the event of such termination, Company shall execute and record a notice of termination evidencing such termination in the official land title records office of the township or county in which the Premises is located (the “**Records Office**”).

(b) Company Termination. Notwithstanding anything to the contrary set forth in this Agreement, Company shall have the right at any time to terminate this Agreement (and the Deed of Easement) and all of the rights, duties and obligations of the Parties under this Agreement (and the Deed of Easement), effective upon thirty (30) days’ prior written notice given by Company to Owner. In the event of such termination in accordance with this paragraph, Company shall execute and record a notice of termination evidencing such termination in the Records Office.

(c) Removal Upon Termination. Upon termination of this Agreement for any reason, Company shall remove all of Company’s Transmission Facilities from the Easement Area, and where removed from the ground to a depth of no less than the greater of (i) twenty-four (24) inches below the surface of the land, or (ii) the depth required by applicable law. Company shall have the continuing right to enter and access the Easement Area following termination of this Agreement and the Deed of Easement for purposes described in this paragraph; provided, however, that Company shall complete such removal within twelve (12) months of the date of termination of this Agreement. Company shall obtain a performance bond within (30) days after the Construction Commencement Date in the amount of Ten Thousand dollars (\$10,000) naming Owner as Oblige to ensure that Company’s equipment will be removed, and the Easement Area restored to substantially the same condition as existed as of the Construction Commencement Date upon termination or expiration of this Agreement.

3. Payments.

(a) Payments. In consideration of the rights granted in this Agreement, Company shall pay to Owner those amounts set forth in the Payment Addendum attached hereto as **Exhibit D** and incorporated herein. The Parties agree that **Exhibit D** shall not be recorded. Company shall have no obligation to make any payment to Owner otherwise required under this Agreement until Company has received from Owner a completed Internal Revenue Service Form W-9. If Company (A) damages or destroys any of Owner’s crops or timber on cultivated land on the Premises outside of the Easement Area, then Company shall reimburse Owner the fair market value for the year in which the crop damage occurred, as established by Multi-Peril Insurance historic yields for the ten (10) previous years; or (B) damages or destroys any of Owner’s pasture land outside of the Easement Area, then Company will reseed the affected areas with grasses and/or natural vegetation in accordance with the reasonable and customary standards in the area for restoring and reseeding pasture land.

(b) Payment Allocations

Company shall make all payments due under this Agreement to Owner as provided below:

City of Whitewater, a municipal corporation,
312 W Whitewater St.
Whitewater, WI 53190
% of each payment: 100%

For the avoidance of doubt, Company's failure to make payments pursuant to this subsection shall not constitute an Event of Default, so long as payment is made to Owner at the address provided in subsection 11(c). Owner acknowledges and agrees that payment of all sums due under this Agreement pursuant to this subsection 3(b) shall satisfy all requirements for the payment of those amounts set forth in **Exhibit D**.

4. Owner's Representations, Warranties and Covenants. Owner hereby represents, warrants and covenants as follows:

(a) Owner's Authority. Owner is the sole owner of the Premises, has good and indefeasible title to the Premises, and has the unrestricted right and authority to execute this Agreement and to grant Company the nonexclusive rights granted in this Agreement. Company shall have the right to quietly and peaceably hold, possess and enjoy the Easements for the Term of this Agreement, without hindrance, and Owner shall defend Company's right of use and occupancy to the same against the claims of all persons. When executed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

(b) No Interference. Owner shall not, and shall not allow its invitees, licensees, agents, representatives, members, contractors, family members, partners, or officers ("**Owner Related Parties**") to: (i) interfere with, Company's use of the Easement Area for the purposes described in this Agreement, or Company's rights under this Agreement, (ii) affect the lateral support or structural soundness of the Transmission Facilities; (iii) create an unsafe condition; (iv) disrupt in any manner the use of the Transmission Facilities by Company for the transmission of electric power; (v) otherwise interfere with Company's intended use of the Easements. Without limiting the foregoing, Owner shall not, within the Easement Area: erect or install any buildings, structures, paved roadways, tanks, antennas or other improvements; place or store flammable materials; plant trees; place water, sewer or drainage facilities; or alter the elevation of the existing ground surface by more than one (1) foot; provided, however, Company acknowledges the existence of a paved road and other utilities already in place within the Easement Area which shall not constitute interference with Company's intended use of the Easements.

(c) Cooperation. Owner shall assist and fully cooperate with Company (including signing in Owner's name, if necessary) in applying for, complying with or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals or consents required for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Transmission Facilities and any other improvements made by Company and permitted in this Agreement, all at no out of pocket expense to Owner. Owner shall take no actions (i) that would cause the Transmission Facilities to fail to comply with any applicable laws, rules, regulations, permits, approvals or consents of any governmental authority having jurisdiction over the Premises, or (ii) in opposition to any of the foregoing, directly or indirectly. Further, in the event of legal proceedings related to Company's use

of the Premises after the Effective Date, except those arising out of the interpretation and/or enforcement of the Agreement, Owner shall, in all respects, fully cooperate with Company in any such proceeding. Owner agrees that Company may provide the Deed of Easement in lieu of any affidavit of Owner or other form of Owner's consent (whether oral or written) that may be requested or required in connection with Company's efforts to obtain any environmental impact review, permit, entitlement, approval, authorization, agreement or other rights necessary or convenient in Company's discretion for the Transmission Facilities. Company acknowledges that Owner is a municipal corporation and all of its actions must comply with that status which may limit or control how it participates in any permit application or approval process. Company may be required to obtain City of Whitewater Council or Commission approvals which will be decided based on City Ordinances and State Laws without any influence or presumptions created by the property being owned by Owner.

(d) Liens. Except as disclosed in the Records Office, or as disclosed in writing by Owner to Company prior to the Effective Date, Owner's fee simple title to the Premises is free and clear of all liens, encumbrances, easements, leases, mortgages, deeds of trust, security interests, mineral, oil or gas rights, rights of first refusal, options to purchase, contracts, solar development rights, claims and disputes (collectively, "Liens"). Company shall be entitled to obtain, and Owner shall fully cooperate with and assist Company in obtaining, a subordination agreement, non-disturbance agreement or other appropriate agreement from each party holding a Lien that might interfere with Company's rights under this Agreement, at no out of pocket expense to Owner.

(e) Taxes and Assessments. Owner shall pay all taxes, assessments, and other governmental charges that during the Term of this Agreement shall be levied, assessed or imposed upon, or arise in connection with, the Premises; provided, however, any taxes that are assessed against the Transmission Facilities or Easements shall be paid by Company to the appropriate taxing authority prior to delinquency, or Company shall promptly reimburse Owner if such portion is paid by Owner.

(f) Hazardous Materials. To the best of Owner's knowledge, there are no hazardous or toxic materials (as defined in any applicable federal, state, or local laws or regulations) located on the Easement Area in any amount which would require reporting under applicable environmental laws, and the Easement Area has not been used for the generation, treatment, storage, or disposal of hazardous materials and there are no underground storage tanks located on the Easement Area.

5. Company's Representations, Warranties and Covenants. Company hereby represents, warrants and covenants as follows:

(a) Company's Authority. Company has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Company is authorized to do so. When executed by Company, this Agreement constitutes a valid and binding agreement enforceable against Company in accordance with its terms.

(b) Post-Construction Restoration. Upon completion of construction of the Transmission Facilities, Company shall employ commercially reasonable efforts and methods to restore the portion(s) of the Premises disturbed by Company and not required for continuing operation of the Transmission Facilities to a condition reasonably similar to its condition as of the Effective Date, subject to Company's rights under this Agreement. Restoration shall include, as reasonably required, de-compacting, leveling, terracing, mulching, removing rocks that surface as a result of construction and other commercially reasonable steps to prevent soil erosion.

(c) Company shall make commercially reasonable efforts comply with the following terms and conditions:

- (i) Trash. Trash shall never be buried on the Premises but shall be removed from the Premises. Old fence posts and wire removed or replaced by Company shall be disposed of off the Premises.
- (ii) Erosion Control. Company shall make efforts to avoid creating conditions causing or contributing to material erosion on the Premises and shall take prudent measures in the design, construction, maintenance and use of the Transmission Facilities so as to avoid material erosion. If Company's erosion control methods prove unsuccessful, Company shall institute further and additional actions.
- (iii) Weeds. Company shall avoid killing any vegetation not necessary to control for electrical transmission safety.
- (iv) Use of Water. If water is needed, Company shall contact the Whitewater Water Utility to obtain a hydrant meter and pay for water used in connection with the Project.
- (v) No Pollution. Company shall, at all times, use its reasonable efforts to perform its work in such a manner as to (i) not pollute the underground water located on the Premises and (ii) substantially minimize the possibility of polluting the air, land, or bodies of water with any materials harmful to the environment.
- (vi) Employee Conduct. Company shall impose upon its agents, servants, invitees, and employees and on the agents, servants, invitees, and employees of its contractors, (a) safe speed limits on the Premises, never to exceed 30 mph on county maintained roads or 20 mph on ranch roads, (b) prohibitions against hunting, (c) prohibitions against the possession or discharge of firearms of any kind, (d) prohibitions against any other use of the Premises for recreational purposes, and (e) prohibitions against the consumption of alcohol or drugs on the Premises.
- (vii) Soil Disturbance. Prior to construction of the Transmission Facilities or disturbance of soil on the Easement Area, Company shall separate the topsoil for reclamation of disturbed areas after construction is concluded. After the conclusion of construction, Company shall re-spread the reclaimed topsoil and reseed and replant the Easement Area with prairie grasses using a seed mixture approved by Owner.

6. Default; Remedies.

- (a) Default. If a Party (the "**Defaulting Party**") fails to perform an obligation under this Agreement (an "**Event of Default**") such Defaulting Party shall not be in default of the terms of this Agreement if, (a) in the case of the failure to pay when due any amounts payable under this Agreement (a "**Monetary Default**") the Defaulting Party pays the past due amount within forty-five (45) days after receiving written notice of the Event of Default (a "**Notice of Default**") from the other Party (the "**Non-Defaulting Party**"), and (b) in the case of an Event of Default other than a Monetary Default (a "**Non-Monetary Default**"), the Event of Default is cured within ninety (90) days after receiving the Notice of Default; provided, that if the nature of the Non-Monetary Default requires, in the exercise of commercially reasonable diligence, more than ninety (90) days to cure then the Defaulting Party shall not be in default as long as it commences performance of the cure within ninety (90) days and thereafter pursues such cure with commercially reasonable diligence. Should an Event of Default remain uncured by the Defaulting Party, the Non-Defaulting Party shall have and shall be entitled to at its option and without further notice, but subject to the limitations set forth in the last sentence of this paragraph, to exercise any remedy available at law or

equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative easements and removing and reinstalling the Transmission Facilities). Both Parties agree that remedies at law may be inadequate to protect against any actual or threatened breach of this Agreement. In the event of any breach or threatened breach, either Party shall have the right to apply for the entry of an immediate order to restrain or enjoin the breach and otherwise specifically to enforce the provisions of this Agreement. Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in no event shall any default or breach of this Agreement, or any failure to perform any obligations under this Agreement, terminate, or entitle any Party to terminate, this Agreement or any Easements or right granted hereunder. Without limiting the foregoing, no Party may terminate this Agreement, except as expressly described in Section 2(b) of this Agreement.

(b) Owner's Loss During Construction and Maintenance. Notwithstanding the foregoing, to the extent that Owner is temporarily prevented from using any portion of the Premises (not including the Easement Area) during the initial construction of the Transmission Facilities and/or subsequent maintenance of the Transmission Facilities, the same shall not be deemed an Event of Default hereunder, and Owner's sole recourse shall be to pursue reimbursement from Company to Owner for (i) actual loss of income from farming and livestock grazing activities on such impacted portion of the Premises (not including the Easement Area) ("**Loss of Income**"); and/or (ii) the actual loss incurred by Owner as a result of damage caused by Company to any crops located on such impacted portion of the Premises (not including the Easement Area) (the "**Crop Damages**"). In order to receive Loss of Income or Crop Damages, Owner must give written notice to Company within thirty (30) days of suffering such loss (the "**Notice of Loss**"). The Notice of Loss shall include an accounting and explanation of the actual, verifiable loss suffered by Owner. If Company has no reasonable objection to the loss claimed by Owner in the Notice of Loss, then Company shall pay Owner within sixty (60) days after receipt of the Notice of Loss. Owner's Notice of Loss shall include any Loss of Income or Crop Damages that any tenant or lessee of Owner may have incurred as a result of Company's initial construction of the Transmission Facilities and/or subsequent maintenance of such facilities on any portion of the Premises (not including the Easement Area) ("**Tenant Claims**"). Owner shall be solely responsible for payment of such Tenant Claims from the amount received from Company pursuant to the Notice of Loss, and Owner agrees to indemnify and hold Company harmless from such Tenant Claims.

7. Assignment; Lender Protections. Company shall have the right, on a non-exclusive basis, without obtaining the consent of Owner, to do any of the following with respect to all or any portion of this Agreement, the Deed of Easement and/or any of the Transmission Facilities: encumber, hypothecate, pledge, or otherwise finance this Agreement, the Deed of Easement and/or any of the Transmission Facilities in favor of the holder of any security interest in this Agreement, the Deed of Easement and/or any of the Transmission Facilities (each a "**Lender**"); grant co-easements (including, without limitation, co-tenancy interests), separate easements, sub-easements, licenses, leases, or similar rights (however denominated) to one or more persons or entities (each an "**Assignee**"); permit one or more Assignee(s) to attach wires, cables or conduits to the Transmission Facilities and lay wire, cables and conduits within the Easement Area; or sell, convey, lease, assign, mortgage, encumber, hypothecate or transfer to one or more Assignees or Secured Parties any or all right or interest of Company in all or any portion of this Agreement, the Easement, the Easement Area, and the Transmission Facilities. Upon Company's assignment of its entire interest under this Agreement as to all or any portion of the Easements, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Owner shall recognize the Assignee as Company's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Company under and pursuant to this Agreement and the Deed of Easement, and Company shall be relieved of all of its obligations relating to the assigned interests under this Agreement and the Deed of Easement that relate to acts or omissions which occur or accrue following the effective date of such

grant, sale, lease, conveyance or assignment. Owner shall notify Company in writing of any sale, assignment or transfer of any of Owner's interest in the Premises, or any part thereof. Until Company receives such notice, Company shall have no duty to any successor Owner. No Owner consent shall be required for any change in ownership of either Company and any such change in ownership shall not constitute an assignment for purposes of this Agreement.

If Company has provided notice to Owner of a Lender, then:

(a) Owner and Company will not modify, cancel, or terminate this Agreement without the prior written consent of the Lender;

(b) upon any default by Company under this Agreement, Owner shall concurrently deliver a copy of the applicable notice of default to Company and the Lender;

(c) the Lender shall have the right, but not the obligation:

(i) to do any act or thing required to be performed by Company under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement as if done by Company, and

(ii) to cure any default under this Agreement; and

(d) prior to exercising any right under this Agreement resulting from a default by Company, Owner shall give any Lender the same time period as Company after receipt of notice of default to remedy the default, or cause the same to be remedied, plus, in each instance, the Lender shall have an additional time period of forty-five (45) days to complete such cure.

A Lender shall have the right to exercise power of sale or other remedy afforded in law or equity or by the security documents as to Company's interest in this Agreement, the Deed of Easement and the Transmission Facilities, and Company's interest in this Agreement, the Deed of Easement and the Transmission Facilities may be transferred, conveyed, or assigned to any purchaser, including a Lender, at any such sale. Lender will not be or become liable to Owner as an assignee of Company's interest in this Agreement or otherwise unless it assumes such liability in writing. At the request of Company or the Lender, Owner shall execute and deliver an acknowledgement, in a form agreeable to Lender and Company, that Company has encumbered, hypothecated, pledged, or otherwise financed this all or any portion of Company's right, title, or interest in this Agreement, the Deed of Easement, or the Transmission Facilities to the Lender and that Lender is entitled to all of the rights, benefits, and protections as a Lender under this Agreement.

8. Insurance. Company shall, at its expense, obtain and maintain throughout the duration of the Term, (i) a broad form comprehensive coverage policy of commercial liability insurance insuring Company and Owner against loss or liability caused by Company's activities on the Easement Area under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000) prior to the Construction Commencement Date, and Five Million Dollars (\$5,000,000) after the Construction Commencement Date, of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible; and (ii) commercial auto liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000).

9. Indemnity. Owner and Company, on behalf of itself and its principals, members, officers, employees, agents, representatives, contractors, successors and assigns (the "**Indemnifying Party**"), shall indemnify, defend and hold harmless the other party and its principals, members, officers, employees, agents, representatives, contractors, successors and assigns (collectively, the "**Indemnified Party**") from

and against any and all claims, litigation, actions, proceedings, losses, damages, liabilities, obligations, costs and expenses, including attorneys', investigators' and consulting fees, court costs and litigation expenses (collectively, "Claims"), including arising from (i) physical damage to property (including the personal property of the Indemnified Party) or physical injury to or death of any person, in each case to the extent caused by the negligence or misconduct of the Indemnifying Party, (ii) any violation by the Indemnifying Party of any law, or (iii) any material default by the Indemnifying Party, or any failure to be true of any representation or warranty made by the Indemnifying Party, under this Agreement. An Indemnifying Party shall have no obligation to indemnify or defend any Indemnified Party with respect to any Claims that result or arise from an Indemnified Party's acts or omissions, negligence or willful misconduct. The reference to property damage in this Paragraph 9 above does not include the following loss of: (a) timber and/or crops; (b) rent; (c) business opportunities; (d) profits and the like that may result from Company's exercising its rights granted pursuant to this Agreement, and any such losses will be compensated solely through the provisions of Paragraph 3 and Paragraph 6. The foregoing indemnity shall not extend to (i) property damage or personal injuries attributable to risks of known and unknown dangers associated with electrical generating facilities, such as electromagnetic fields or (ii) Company's or owner's lawful enforcement of its rights under this Agreement.

10. Recognition of Dangers. **OWNER RECOGNIZES THE NEED TO EXERCISE EXTREME CAUTION WHEN IN CLOSE PROXIMITY TO ANY OF THE TRANSMISSION FACILITIES. OWNER AGREES TO EXERCISE CAUTION AT ALL TIMES AND TO ADVISE ALL OWNER RELATED PARTIES TO DO THE SAME. OWNER SHALL TAKE REASONABLE MEASURES TO AVOID BEING IN CLOSE PROXIMITY TO THE TRANSMISSION FACILITIES, AND OWNER IS AWARE THERE MAY BE RISKS ASSOCIATED WITH ELECTROMAGNETIC FIELDS RESULTING FROM THE PRODUCTION AND TRANSMISSION OF ELECTRICITY AND OWNER WAIVES ANY AND ALL PERSONAL INJURY CLAIMS AND CAUSES OF ACTION WHATSOEVER (WHETHER CURRENTLY EXISTING OR THAT MAY OTHERWISE ARISE OR ACCRUE AT ANY TIME IN THE FUTURE) THAT OWNER POSSESSES OR OTHERWISE MAY POSSESS AGAINST COMPANY ARISING FROM OR RELATING TO SUCH RISKS; PROVIDED, HOWEVER, SUCH WAIVER SHALL NOT BE EFFECTIVE TO THE EXTENT COMPANY ENGAGES IN RECKLESSNESS OR WILLFUL MISCONDUCT ON THE EASEMENT AREA.**

11. Miscellaneous.

(a) Confidentiality. Company is aware this Agreement, including the financial terms or payments, will be acted upon in open session at an Owner's Common Council meeting.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner and Company and, to the extent provided in any assignment or other transfer under Paragraph 7 hereof, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Premises. References to Company in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in the Easements or this Agreement and actually are exercising rights under the Easements or this Agreement to the extent consistent with such interest.

(c) Notices. Any notices, statements, requests, demands, consents, correspondence or other communications required or permitted to be given hereunder shall be in writing and shall be given personally, by certified or registered mail, postage prepaid, with delivery confirmation, return receipt requested, or by overnight or other courier or delivery service, freight prepaid, to the address of the party to be notified indicated below (and if to a Lender, the address indicated in any notice to Owner provided under Section 7). If to Company, a copy shall also be sent (which shall not constitute notice) to any and all

Lenders, to Company's counsel at the address below, and any other party designated by Company in writing.

If to Owner:

City of Whitewater, a municipal corporation,
312 W Whitewater St.
Whitewater, WI 53190

If to Company:

Whitewater Solar, LLC
320 N Sangamon St #1025
Chicago, IL 60607

With a copy to:

Carl H Bivens, Esq.
Troutman Pepper
1001 Haxall Point
Richmond, Virginia 23219

Notices delivered by hand shall be deemed delivered when actually received, and notices sent by certified or registered mail with delivery confirmation or by overnight or other courier or delivery service shall be deemed delivered upon actual receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient (as evidence by written acceptance of delivery by the recipient) or on the day delivery is refused. Owner and Company and any Lender may change its address for receipt of notices by sending notice hereunder of such change to the other party (in the case of a Lender, both parties) in the manner specified in this Section. Notwithstanding the foregoing, any amounts payable to Owner under this Agreement shall be deemed tendered three (3) days after a check for the same, addressed to Owner's address above, is deposited in the United States mail, first-class postage prepaid.

(d) Entire Agreement; Amendments. This Agreement and the Deed of Easement, together, constitute the entire agreement between Owner and Company respecting the Premises and the Easements. Any agreement, understanding or representation respecting the Premises, the Easements, or any other matter referenced in this Agreement not expressly set forth in this Agreement, the Deed of Easement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either Party. Owner shall cooperate with Company in amending this Agreement from time to time to include any provision that may be reasonably requested by Company for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of, or satisfying the request of, any Assignee or a Lender.

(e) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Premises is located. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in any county in which any portion of the Premises is located. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

(f) Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

(g) Estoppel Certificates. Within twenty (20) days after written request by Company or its Lender referencing this agreement section, Owner shall execute and deliver to Company and/or its Lender an “Estoppel Certificate” (a) certifying that this Agreement is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying that there are no uncured events of default hereunder (or, if any uncured events of default exist, stating with particularity the nature thereof); and (c) containing any other certifications that may be reasonably requested by Company or its Lender. Any such certificates may be conclusively relied upon by Company, its Lender and any prospective Assignee or investor in Company. If Owner fails to deliver any such certificate within such time, then Company may conclusively conclude and rely on the following: (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default by the Company hereunder, and (iii) the other certifications so requested are in fact true and correct.

(h) No Merger. There shall be no merger of the Easements, or of the easement estate created by this Agreement, with the fee estate in the Premises by reason of the fact that the Easements or the easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including, without limitation, Lender) having an interest in the Easements or in the estate of Owner and Company shall join in a written instrument effecting such merger and shall duly record the same.

(i) Joint Owners. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Owner or have an ownership interest in the Premises from time to time, the obligations of Owner under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. Except as stated to the contrary herein, all such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Company shall have no obligation to make any allocation.

(j) Headings. The headings of the paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

(k) Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts with the same effect as if all signatory parties had signed the same document, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(l) Easement Rights. The Easements and other rights granted by Owner in this Agreement are an EASEMENT IN GROSS for the benefit of Company, its successors and assigns, there being no real property benefiting from the Easements and other rights granted in this Agreement, such Easements and other rights being independent of any other lands or estates or interests in lands. Notwithstanding anything else herein to the contrary, Owner and Company acknowledge and agree that this Agreement is not for agricultural purposes, and Company shall not use the Easement Area for any agricultural purposes. Both Owner and Company mutually waive any right to declare this Agreement void under Section I, Article 14 of the Wisconsin Constitution.

(m) Further Assurances. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Agreement and to

give full force and effect to each and all of the provisions thereof. The Parties shall hereafter execute any amendment or new agreement as may be necessary for this Agreement to comply with Wis. Stat. § 893.33(6), Article I, Section 14 of the Wisconsin Constitution, or any successor or replacement laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

OWNER:

CITY OF WHITEWATER,
a municipal corporation

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

COMPANY:

WHITEWATER SOLAR, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

44.06 acres of land, more or less, in Jefferson County, Wisconsin, identified as follows:

Parcel Number: 292-0515-3313-000

Acreage: 44.06

Legal Description: The Southwest Quarter (1/4) of the Northeast Quarter (NE1/4) and the West One Hundred Twenty (120) feet of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 33, Township 4 N, Range 15 E, Town of Coldspring, County of Jefferson, Wisconsin.

EXHIBIT B
DESCRIPTION AND/OR DEPICTION OF THE EASEMENT AREA

BEING THE 100 FEET OF THE FOLLOWING DEPICTED TRACT OF LAND, SITUATED IN
JEFFERSON COUNTY, WISCONSIN

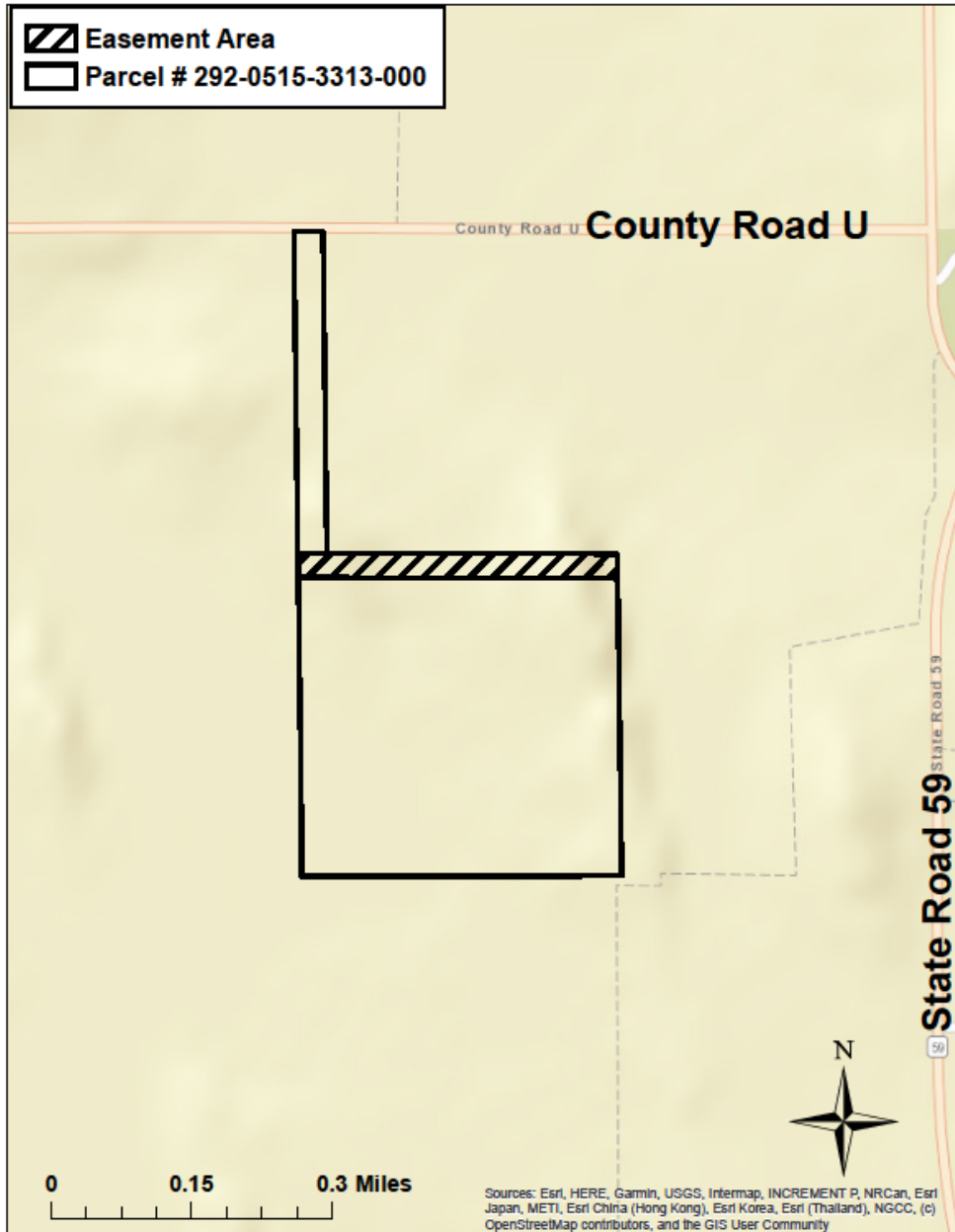


EXHIBIT C
DEED OF EASEMENT
(Separately Attached)

C-1

168321280v4

Item 18.

167

Document Number	DEED OF EASEMENT Document Title
Recording Area <hr/> Drafted by, and after recording return to: Attn: Lease & Title Department Whitewater Solar, LLC 320 N Sangamon St #1025 Chicago, Illinois 60607 Phone: (517)-819-4059	
<hr/> Parcel Identification Number (PIN).: See <u>Exhibit A.</u>	

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

DEED OF EASEMENT

STATE OF WISCONSIN §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF JEFFERSON §

THIS DEED OF EASEMENT (this “**Deed of Easement**”) is made, dated and effective as of _____, 20__ (the “**Effective Date**”), between **City of Whitewater, a municipal corporation**, of 312 W Whitewater St. Whitewater, WI 53190 (together with its successors, assigns and heirs, “**Grantor**” and/or “**Owner**”), and **Whitewater Solar, LLC**, a Delaware limited liability company whose principal business address is 320 N Sangamon St #1025 Chicago, Illinois 60607 (together with its transferees, successors and assigns, “**Grantee**” and/or “**Company**”), and in connection herewith, Grantor and Grantee agree, covenant and contract as set forth in this Deed of Easement. Grantor and Grantee are sometimes referred to in this Deed of Easement as a “**Party**” or collectively as the “**Parties**”.

RECITALS

- A. Grantor owns certain real property located in Jefferson County, State of Wisconsin, described on **Exhibit A**, attached hereto and by this reference made a part hereof (the “**Premises**”).
- B. Grantor and Grantee are parties to that certain Transmission Facilities Agreement dated of even date herewith (the “**Transmission Facilities Agreement**”).
- C. Pursuant to and in accordance with the Transmission Facilities Agreement, Grantee desires to obtain certain easements and rights over the Premises, and Grantor desires to grant such easement and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations and covenants of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:

- 1. Grant of Easements.
 - (a) Grant.
 - (i) Transmission Easement. Grantor hereby grants, conveys, transfers and warrants to Grantee, and its respective successors and assigns, a non-exclusive easement (the “**Transmission Easement**”) on, over, under and across the Premises for constructing, erecting, installing, using, replacing, relocating, reconstructing and removing from time to time, and monitoring, improving, maintaining, storing, repairing and operating the transmission facilities described on **Exhibit B** attached hereto (the “**Transmission Facilities**”), together with the right to perform all other ancillary activities as may be necessary or appropriate to operate and service the Transmission

C-3

Facilities. The location of the Transmission Easement shall be on, above, along, under, and in the portion of the Premises described in **Exhibit C** (the “**Easement Area**”). All transmission lines shall be underground.

(ii) Access Easement. Grantor hereby grants, conveys, transfers and warrants to Grantee, and its respective employees, contractors, subcontractors, agents, successors and assigns, a non-exclusive easement (“**Access Easement**”) on, over, under and across the Premises, and on, over, under and across any and all vehicular and pedestrian access routes to and from the Premises, in order to: conduct any studies, tests or inspections that Grantee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, and transmission and interconnection studies; access the Easement Area; exercise the rights granted in this Deed of Easement; and install, construct, operate, maintain, repair, replace, relocate, remove or inspect the Transmission Facilities. If access to, from or across the Easement Area is obstructed by fences, Grantor shall provide Grantee with keys or combinations for the locks to such gates. For the avoidance of doubt, wherever reasonably practical, Grantee shall utilize existing roadways on the Premises.

(iii) Clearance Easement. Grantor hereby grants, conveys, transfers and warrants to Grantee, a non-exclusive easement and right (the “**Clearance Easement**”, and together with the Transmission Easement and the Access Easement, the “**Easements**”) to trim, cut down and remove only necessary trees (whether natural or cultivated), brush, vegetation, and fire and electrical hazards now or hereafter existing in the Easement Area, and trim, cut down and remove any trees, brush, vegetation or fire or electrical hazards located outside of the Easement Area now or hereafter on the Premises which is necessary to trim, cut down and remove because such interferes with or endangers the Transmission Facilities, or the construction or maintenance thereof, as determined by Grantee.

(b) Term. This Deed of Easement shall terminate and be of no further force or effect upon the earlier to occur of (i) 47 years from the Effective Date or (ii) termination of the Transmission Facilities Agreement. In the event the Transmission Facilities Agreement is terminated, Grantee shall record a notice of termination in the official land title records office of the township or county in which the Premises is located (the “**Records Office**”).

(c) Use. Company and its agents shall have the nonexclusive use of the Easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the Easements, including the right of access to and from the Easement Area.

(d) Title to Transmission Facilities. Grantee shall at all times retain title to the Transmission Facilities and shall have the right to remove them (or to allow them to be removed by an authorized third party) from the Easement Area at any time. Nothing in this Deed of Easement, however, shall be construed as requiring Company to (i) construct, install or operate any Transmission Facilities, or (ii) exercise any rights granted under this Deed of Easement.

(e) Transmission Facilities Agreement. Grantor and Grantee acknowledge and agree that this Deed of Easement and the Parties' respective rights and obligations hereunder, are and shall remain subject to terms and conditions of the Transmission Facilities Agreement. All terms and conditions of the Transmission Facilities Agreement are fully incorporated herein by reference.

2. Cooperation.

Grantor shall assist and fully cooperate with Grantee (including signing in Grantor's name, if necessary) in applying for, complying with or obtaining any land use permits and approvals, building permits, environmental reviews, or any other permits, licenses, approvals or consents required for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Transmission Facilities and any other improvements made by Grantee and permitted in this Deed of Easement, all at no out of pocket expense to Grantor. Grantor shall take no actions (i) that would cause the Transmission Facilities to fail to comply with any applicable laws, rules, regulations, permits, approvals or consents of any governmental authority having jurisdiction over the Premises, or (ii) in opposition to any of the foregoing, directly or indirectly. Further, in the event of legal proceedings related to Grantee's use of the Premises after the Effective Date, except those arising out of the interpretation and/or enforcement of the Transmission Facilities Agreement, Grantor shall, in all respects, fully cooperate with Grantee in any such proceeding. Grantor agrees that Grantee may provide the Deed of Easement in lieu of any affidavit of Grantor or other form of Grantor's consent (whether oral or written) that may be requested or required in connection with Grantee's efforts to obtain any environmental impact review, permit, entitlement, approval, authorization, agreement or other rights necessary or convenient in Grantee's discretion for the Transmission Facilities.

3. Miscellaneous.

(a) Grantor's Authority. Grantor is the sole owner of the Premises, has good and indefeasible title to the Premises, and has the unrestricted right and authority to execute this Deed of Easement and to grant Grantee the rights granted in this Deed of Easement. Grantee shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the Term of this Deed of Easement, without hindrance, and Grantor shall defend Grantee's right of use and occupancy to the same against the claims of all persons. When executed by Grantor and Grantee, this Deed of Easement constitutes a valid and binding agreement enforceable against Grantor and Grantee in accordance with its terms.

(b) No Interference. Grantor shall not, and shall not allow its invitees, licensees, agents, representatives, members, contractors, family members, partners, or officers ("**Grantor Related Parties**") to, (i) interfere with, Grantee's use of the Premises for the purposes described in this Deed of Easement, or Grantee's rights under the Transmission Facilities Agreement, (ii) affect the lateral support or structural soundness of the Transmission Facilities; (iii) create an unsafe condition; (iv) disrupt in any manner the use of the Transmission Facilities by Grantee for the transmission of electric power; (v) otherwise interfere with Grantee's intended use of the Easements. Without limiting the foregoing, Grantor shall not, within the Easement Area: erect or install any buildings, structures, paved roadways, tanks, antennas or other improvements; place or store flammable materials; plant trees; place water, sewer or drainage facilities; or alter the elevation of the existing ground surface by more than one (1) foot; provided, however, Grantee acknowledges the existence of other utilities already in place within the Easement Area which shall not constitute interference with Grantee's intended use of the Easement Area.

(c) Notices. Any notices, statements, requests, demands, consents, correspondence or other communications required or permitted to be given hereunder shall be in writing and shall be given personally, by certified or registered mail, postage prepaid, with delivery confirmation, return receipt requested, or by overnight or other courier or delivery service, freight prepaid, to the address of the party to be notified indicated below (and if to a Lender, the address indicated in any notice to Grantor provided

under Section 7 of the Transmission Facilities Agreement). If to Grantee, a copy shall also be sent (which shall not constitute notice) to any and all Lenders, to Grantee's counsel at the address below, and any other party designated by Grantee in writing.

If to Grantor:

City of Whitewater, a municipal corporation
312 W Whitewater St.
Whitewater, WI 53190

If to Grantee:

Whitewater Solar, LLC
320 N Sangamon St #1025
Chicago, IL 60607

With a copy to:

Carl H Bivens, Esq.
Troutman Pepper
1001 Haxall Point
Richmond, Virginia 23219

Notices delivered by hand shall be deemed delivered when actually received, and notices sent by certified or registered mail with delivery confirmation or by overnight or other courier or delivery service shall be deemed delivered upon actual receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient (as evidence by written acceptance of delivery by the recipient) or on the day delivery is refused. Grantor and Grantee and any Lender may change its address for receipt of notices by sending notice hereunder of such change to the other party (in the case of a Lender, both parties) in the manner specified in this Section. Notwithstanding the foregoing, any amounts payable to Grantor under this Deed of Easement shall be deemed tendered three (3) days after a check for the same, addressed to Grantor's address above, is deposited in the United States mail, first-class postage prepaid.

(d) Successors and Assigns. This Deed of Easement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Premises.

(e) Assignment. Company may assign or apportion or grant co-easements (including, without limitation, co-tenancy interests), separate easements, sub-easements, licenses or similar rights in or to all or any of Company's right, title and interest under the Transmission Facilities Agreement and/or the Transmission Facilities to one or more persons or entities (each an "Assignee") without Grantor's prior written consent so long as written notice of such assignment is provided to Grantor after such assignment or grant of rights is effective. Upon any assignment of all of Company's right, title and interest under this Deed of Easement, the assigning Company shall automatically (without the need for any writing) be released from all of its obligations and liability under this Deed of Easement, except for liabilities that accrued prior to the date of such assignment.

(f) Use of Water. If water is needed, Grantee shall contact the Whitewater Water Utility to obtain a hydrant meter and pay for water used in connection with the Project.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed and delivered this Deed of Easement as of the date first set forth above.

GRANTOR:

CITY OF WHITEWATER,
a municipal corporation

By: _____

Printed Name: _____

Title: _____

STATE OF WI §
 §
COUNTY OF JEFFERSON §

Before me, the undersigned authority, on this day personally appeared _____, as _____ of the City of Whitewater, a municipal corporation, on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office this __ day of _____, 20 ____.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
Notary's Name (Printed): _____
My commission expires: _____

GRANTEE:

WHITEWATER SOLAR, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS §
 §
COUNTY OF COOK §

Before me, the undersigned authority, on this day personally appeared _____,
_____ of Whitewater Solar, LLC, a Delaware limited liability company, known
to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that
he executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office this __ day of _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS

Notary's Name (Printed): _____

My commission expires: _____

EXHIBIT A TO EASEMENT

LEGAL DESCRIPTION OF THE PREMISES

44.06 acres of land, more or less, in Jefferson County, Wisconsin, identified as follows:

Parcel Number: 292-0515-3313-000

Acreage: 44.06

Legal Description: The Southwest Quarter (1/4) of the Northeast Quarter (NE1/4) and the West One Hundred Twenty (120) feet of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 33, Township 4 N, Range 15 E, Town of Coldspring, County of Jefferson, Wisconsin.

EXHIBIT B TO EASEMENT

DESCRIPTION OF THE TRANSMISSION FACILITIES

Without limitation, the Transmission Facilities shall include underground electrical distribution, transmission and communications facilities, including without limitation underground transmission, lines, wires, and cables, together with related conduit, circuit breakers, electric transformers, and (b) underground control, communications, and radio relay systems and telecommunications equipment, including without limitation fiber, wires, cables, and conduit, all for the transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances and fixtures for use in connection with said lines. All transmission facilities shall be located underground.

EXHIBIT C TO EASEMENT

DESCRIPTION AND/OR DEPICTION OF THE EASEMENT AREA

BEING THE 100 FEET OF THE FOLLOWING DEPICTED TRACT OF LAND, SITUATED IN
JEFFERSON COUNTY, WISCONSIN

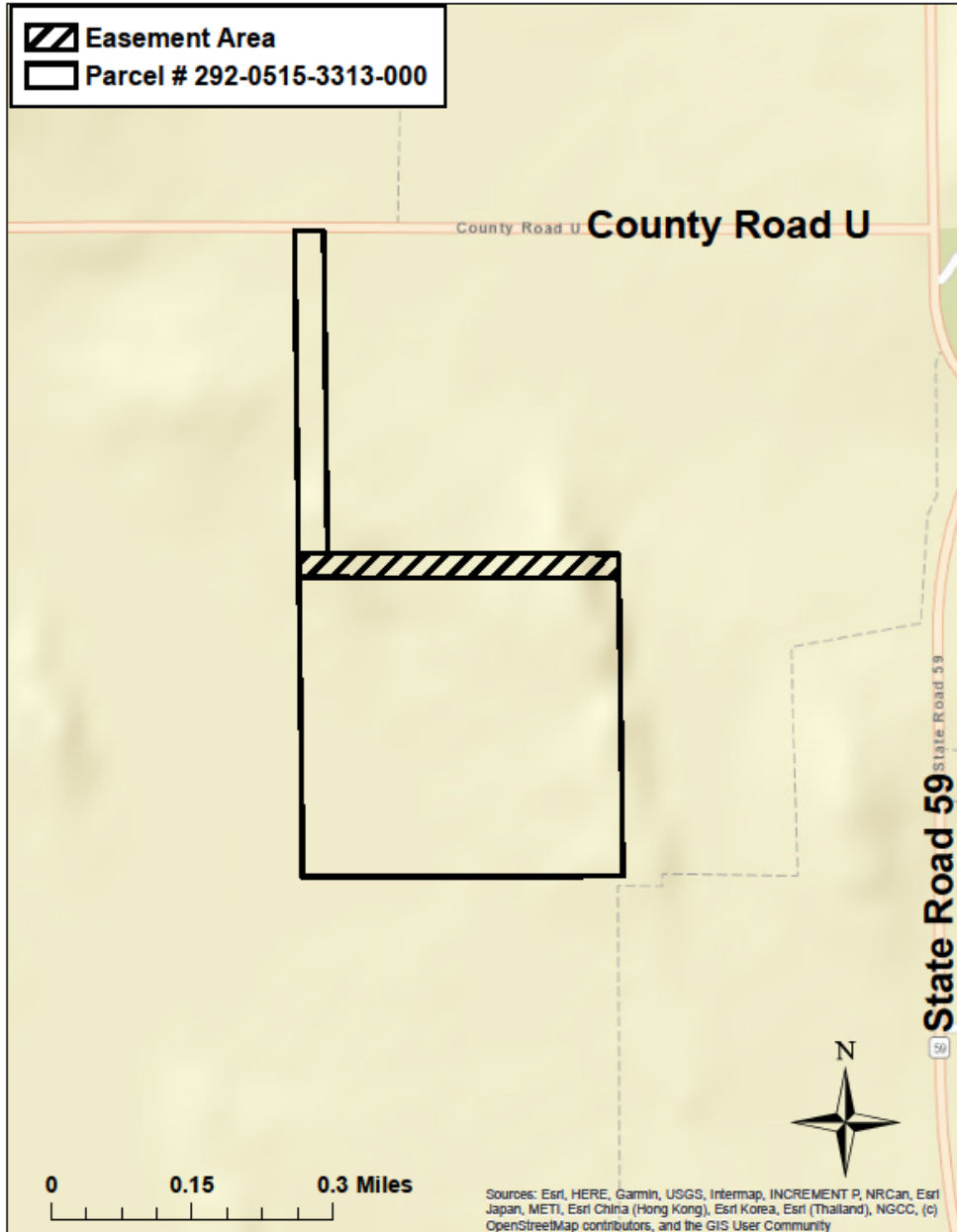


Exhibit C-1 to Deed of Easement

EXHIBIT D

Payment Addendum

As consideration for Owner's execution of the Agreement, Company shall pay Owner the sum of One Thousand and 00/100 Dollars (\$1,000.00) within forty-five (45) days after full execution of the Agreement (the “**Signing Bonus**”).

As consideration for the grant of the Easements, within forty-five (45) days after the Construction Commencement Date, Company shall pay Owner the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) (the “**Construction Start Bonus**”).

As consideration for the grant of the Easement, within forty-five (45) days after the Construction Completion Date, Company shall pay to Owner a one-time payment in the sum of Sixty-Two Thousand One Hundred Eighty One and 00/100 Dollars (\$62,181.00) (the “Construction Completion Easement Payment”, and together with the Signing Bonus and the Construction Start Bonus, the “**Easement Payments**”).

No Easement Payments shall be due until Company has received from Owner both 1) a fully executed original of this Agreement and 2) a completed Internal Revenue Service Form W-9.

EXHIBIT E

OWNER'S RIGHTS AND WAIVER OF RIGHTS

Under Wis. Stat. § 182.017, excerpted below, landowners who sign an easement agreement have specific rights which apply to high voltage power lines that are 100 kV or larger, longer than one mile, and built after 1976.

Wis. Stat. § 182.017(7)(c)-(i):

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.
3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
7. Pay for any crop damage caused by such construction or maintenance.
8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

BY EXECUTING THIS AGREEMENT, OWNER ACKNOWLEDGES AND AGREES THAT OWNER VOLUNTARILY WAIVES THE RIGHTS PROVIDED IN THIS EXHIBIT E.

Wis. Admin. Code PSC 113.0509 (1) provides as follows:

When approaching a landowner in the course of negotiating new easements or renegotiating existing easements, the utility shall provide the landowner with materials approved or prepared by the Public Service Commission of Wisconsin ("PSC") describing the landowner's rights and options in the easement negotiation process. The landowner shall have, unless voluntarily waived by the landowner, a minimum five days to examine these materials before signing any new or revised easement agreement.

OWNER ACKNOWLEDGES THAT COMPANY HAS PROVIDED OWNER WITH A COPY OF PSC'S "RIGHT-OF-WAYS AND EASEMENTS FOR ELECTRICAL FACILITY CONSTRUCTION IN WISCONSIN" WHICH DESCRIBES THE LANDOWNER'S RIGHTS AND OPTIONS IN THE EASEMENT NEGOTIATION PROCESS. OWNER VOLUNTARILY WAIVES THE FIVE-DAY REVIEW PERIOD, OR ACKNOWLEDGES THAT IT HAS HAD AT LEAST FIVE DAYS TO REVIEW SUCH MATERIALS.