



# Common Council Meeting

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

**Thursday, April 04, 2024 - 6:30 PM**

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

Please click the link below to join:

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

**Webinar ID:** 890 5966 7839

**Passcode:**212798

**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.**

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## AGENDA

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

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

### CONSENT AGENDA

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

1. Approval of Common Council Minutes from February 20, 2024 and March 5, 2024.
2. Library Board Minutes from February 19, 2024.
3. Park Board Minutes from February 21, 2024.

## CITY MANAGER REPORT

### 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.*

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### STAFF REPORTS

- [4.](#) Mobile Home Community understanding of Special Assessments- **City Manager/Finance**
- [5.](#) Salary Compensation Survey. - **Finance**
- [6.](#) Flexible Work Arrangements Policy Update- **HR**
- [7.](#) PEG station cost and usage update- **Media Services**

### ORDINANCES

#### Second Reading

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

### CONSIDERATIONS

- [9.](#) Discuss and possible action to appoint Lisa Dawsey Smith as the Council Representative for the Walworth County Housing Task Force. - **City Manager**
- [10.](#) Discussion and possible action regarding the RFP for Building Inspector.- **Neighborhood Services**
- [11.](#) Discussion and possible action regarding replacement of air sock in lap pool area of WAFC.- **Parks**
- [12.](#) Discussion and possible action regarding repainting lockers in all WAFC locker rooms.- **Parks**
- [13.](#) Discussion and possible action on floor coating in WAFC locker rooms.- **Parks**
- [14.](#) Discussion and possible action regarding UW Whitewater MOU on the polling place on campus.- **City Clerk**
- [15.](#) Discussion and possible action regarding the Digicorp Contract - **IT**
- [16.](#) Discussion and Possible Action regarding an Agreement with the City of Milwaukee for the Republican National Convention.-**PD**

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

#### **FUTURE AGENDA ITEMS**

18. Brown Cab update-**Finance Q2**
19. Staff update on Procurement Policy. - **Finance Q2**
20. Update on 2024 Gala.-**Chief of Staff Q2**
21. Set Date to hold Common Council meeting at UWW Campus-**City Manager/Hicks Q3**
22. **Ordinance 2079** an ordinance regarding revisions to Chapter 12.22 Construction Standards Adopted, in particular special assessment costs assessed to property owners for sidewalk repair/replacement.- **Public Works**

**CLOSED 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." And pursuant to Chapter 19.85(1)(c), Wis. Stats. for purposes of "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." In particular, this closed session will be to discuss the City Manager's employment and performance.

CS-23. WAFC update.

CS-24. Regarding City Manager's employment performance-**HR**

#### **CONSIDERATIONS**

25. Discussion and possible action regarding WAFC update.
26. Discuss and possible action regarding City Manager's employment performance-**HR**

#### **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

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\*In Person and Virtual

**Tuesday, February 20, 2024 - 6:30 PM**

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## MINUTES

### CALL TO ORDER

The meeting was called to order at 6:30 pm by Council President Hicks.

### ROLL CALL

Present

Council President Neil Hicks

Councilmembers Lukas Schreiber

Councilmember Lisa Dawsey Smith

Councilmember Jill Gerber

Councilmember Patrick Singer

Councilmember Carol McCormick

City Attorney Jonathan McDonell

City Manager John Weidl

Public Works Director Brad Marquardt

Chief of Staff Taylor Zeinert

Absent

Councilmember Brienne Brown

City Clerk Heather Boehm

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

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Motion made to approve the Agenda with amendment to move public comments before Closed Session by Councilmember Singer, Seconded by Councilmember Dawsey Smith.

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

**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."

CS-1. Item to be discussed: Negotiation of Aquatic and Fitness Center Agreement with School District.

Motion made to enter Closed Session at 6:36 pm by Council President Hicks, Seconded by Councilmember Dawsey Smith.

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

**CONSIDERATIONS**

2. 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**

No Action Taken.

Motion made to come back to open session by Councilmember Dawsey Smith, Seconded by Councilmember Singer.

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

### **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 Dawsey Smith, Seconded by Councilmember McCormick.

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

3. Approval of Common Council Meeting Minutes from January 16, 2024.
4. Plan Commission January 8, 2024.
5. Landmark Commission Minutes from January 4, 2024.
6. Public Works Committee Minutes from December 12, 2023.
7. Library Board of Trustees Meeting Minutes from December 18, 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**

8. Annual Report-**FD**  
Assistant Fire Chief Dion provided a detailed overview of the operations and staffing of the fire department. Overall, the presentation highlights the department's efforts to improve service delivery and adapt to changing needs within the community.
9. 2024 Spring Election Presidential Preference Vote and the April 2, 2024 Common Council - **City Clerk**  
Chief of Staff Zeinert informed the Council that the April 2, 2024 Common Council Meeting will be moved to Thursday April 4, 2024 due to the 2024 Spring Election Presidential Preference Vote.

### **HEARING OF CITIZEN COMMENTS**

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Estee Scholtz (N4236 County Rd NN, Elkhorn) Candidate for Walworth County Circuit Court Judge wanted to introduce herself.

## **CONSIDERATIONS**

10. Discussion and possible action regarding Beverage Operator License appeal for Viktor Venta- **City Clerk/PD**  
  
Viktor Venta thanked the Council for considering reinstating his Beverage Operators License.  
  
Motion made to approve Viktor Venta's Beverage Operator License by Councilmember Dawsey Smith, Seconded by Councilmember Singer.  
Voting Yes: Council President Hicks, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember McCormick, Councilmember Schreiber, Councilmember Singer
  
11. Discussion and possible action regarding Beverage Operator License appeal for Nicholas Perkins- **City Clerk/PD**  
  
Nicholas Perkins did not appear at the Alcohol Licensing Committee's appeal's meeting, they did not recommend reinstating his Beverage Operator's License.  
  
Motion made to deny Nicholas Perkins' Beverage Operator's License by Councilmember Dawsey Smith, Seconded by Council President Hicks.  
Voting Yes: Council President Hicks, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember McCormick, Councilmember Schreiber, Councilmember Singer
  
12. Set date for Special Meeting to discuss changes to Governance Manual- **City Clerk**  
  
Motion made set May 28th the date for the Special Meeting to discuss the Good Governance Manuel by Councilmember Dawsey Smith, Seconded by Councilmember Singer.  
Voting Yes: Council President Hicks, Councilmember Dawsey Smith, Councilmember McCormick, Councilmember Schreiber, Councilmember Singer  
Voting Abstaining: Councilmember Gerber
  
13. Discussion and possible action regarding appointment of vacant seats for CDA, Public Works, Finance, Parks and Rec, Urban Forestry and ALC- **City Manager**  
  
Councilmembers decided between them, who would serve on Committees with vacant seats.  
  
Motion made to remove Councilmember Gerber from CDA and appoint Councilmember Singer to CDA, remove Councilmember Dawsey Smith from PWC and appoint Councilmember McCormick to PWC by Councilmember Dawsey Smith, Seconded by

Councilmember Schreiber.

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

14. Discussion and possible action regarding Mike Smith going to a regular board member on the Planning and Review Commission.-**City Manager**

Motion made to approve Mike Smith to go from an alternate board member to a regular board member on the Planning and Review Commission by Councilmember Dawsey Smith, Seconded by Councilmember Singer.

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

15. Discussion and possible action to appoint Christ Christon to CDA through April-**City Manager**

Motion made to appoint Christ Christon to CDA through April by Councilmember Dawsey Smith, Seconded by Councilmember Schreiber.

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

16. Discussion and possible action regarding staffing study proposals received by Police Dept for RFP. -**PD**

Police Chief Meyer briefed the Council on the three proposals that were received from Fitch and Associates, McMahan Associates, and Public Administration Associates. These proposals were evaluated by an independent panel based on various criteria such as qualifications, experience, technical competence, proposed approach, understanding of law enforcement service delivery, project organization, personnel, cost, and references. Fitch and Associates emerged as the highest-ranked firm. Although the proposals weren't included in the packet due to proprietary reasons, summaries were provided. The staff's recommendation is to proceed with Fitch and Associates based on their evaluation. The estimated cost of Fitch and Associates' proposal is \$48,000, within the allocated budget of \$50,000. The council's approval is sought to move forward with this recommendation.

Motion made to approve the Fitch and Associates proposal received by the the Police Department for RFP, but would like to see all three proposals as a Staff Update at the next Council meeting, by Councilmember Singer, Seconded by Councilmember Dawsey Smith.

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

17. Discussion and possible action to go out to RFP for building inspection services.-**HR/Neighborhood Services**

Interim Economic Development Director Zeinert explained that we have a RFP going out for Building Inspection Services.



Motion made to approve the RFP for the Building Inspector Services by Council President Hicks, Seconded by Councilmember Dawsey Smith.

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

18. Discussion and possible action regarding awarding Contract 1-2024, Ann Street and Fremont Street Reconstruction-**Public Works**

Public Works Director Marquardt explained that February 6th, bids were opened for a project, yielding three submissions. The base bid amounted to \$1,195,335.51, with an additional bid of \$33,654.94 for cleaning the James Street detention pond. Following discussions at the Public Works Committee, they recommended awarding the contract to Rock Road Companies, the lowest bidder. The total project cost, including the pond cleaning, sums up to \$1,228,987.45. With this contract, along with two others totaling just under \$3.2 million, the budget of \$3.3 million remains intact. Both staff and the Public Works Committee advise awarding the contract to Rock Road Companies.

Motion made to approve Contract 1-2024 to Rock Road Companies for the Ann St/Fremont St reconstruction by Councilmember Dawsey Smith, Seconded by Councilmember Singer.

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

19. Discussion and possible action regarding awarding Contract 2-2024, Forest Avenue Reconstruction- **Public Works**

Public Works Director Marquardt explained that the Forest Avenue reconstruction project, spanning from 4th Street to Church Street, received three bids. The lowest bid, amounting to \$427,900, was submitted by BKS Excavating, based in Edgerton, Wisconsin. Like the previous projects, this bid falls within budget. The Public Works Committee also recommends approving the contract award to BKS Excavating.

Motion made to approve Contract 2-2024 Forest Ave Reconstructions to BKS Excavating by Councilmember Dawsey Smith, Seconded by Councilmember McCormick.

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

20. Discussion and possible action regarding awarding Contract 3-2024, North Fremont Street Reconstruction- **Public Works**

Public Works Director Marquardt explained that the project involves the reconstruction of Fremont from Stern Road to Lauderdale Drive, along with pulverization and repaving from Lauderdale Drive to Whitewater Creek. Bids for this project were opened on February 8th, with three submissions from various companies. RR Walton and Company, a local firm from Whitewater, submitted the winning bid. This project, like the others, remains within the total budget. Both Public Works and staff recommend approving the contract award to RR Walton and Company.

Motion made to approve Contract 3-2024 to RR Walton and Company for the North Fremont St Reconstruction by Councilmember Dawsey Smith, Seconded by Councilmember McCormick.

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

21. Discussion and possible action regarding Strand Task Order 24-03, Vanderlip Pumping Station and Force Main Construction- **Public Works**

Public Works Director Marquardt explained that in March 2021, a task order was signed to initiate the design phase of a project. Bids were initially opened in May 2022, but were significantly higher than the cost estimate, leading to their rejection. Subsequently, revisions were made to the plans by Strand, and an application for clean water funding was successful, with approximately half of it granted as principal forgiveness. The involvement of Strand is expected to continue until the spring for follow-up work. The task order encompasses inspections, staking, construction administration, funding assistance, and startup with the pumping station. The total amount for the task order is \$400,000, with a breakdown of \$21,000 provided in the memo. Although it appears as a substantial expense, the awarded contract for the construction project exceeds \$4.5 million, making this expense proportionate. The Public Works Committee reviewed the matter and recommended approval.

Motion made to approve Strand Task Order 24-03 for the Vanderlip Pumping Station and Force Main Constructions by Councilmember Singer, Seconded by Councilmember Dawsey Smith.

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

22. Discussion and possible action regarding WE Energies easement at Cravath Lakefront Park- **Public Works**

Public Works Director Marquardt explained that as part of the Ann Street and Fremont Street reconstruction project, We Energies requires an easement from the city to upgrade and relocate a gas main located in Cravath Lakefront Park. The Public Works Committee reviewed the request and recommended approval. A temporary exhibit A has been provided, with the understanding that it will be updated once construction is completed to accurately reflect the gas main's location.

Motion made to approve the WE Energies easement at Cravath Lakefront Park by Councilmember Dawsey Smith, Seconded by Councilmember Singer.

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

23. Discussion and possible action regarding water main easement across City owned property.- **Public Works**

Public Works Director Marquardt explained that the certified survey map, which delineates the remaining lots from the approved right-of-way plan, was also endorsed at the plan board meeting. These lots contain an existing water main, though the reasoning for its placement is unclear. To safeguard both the city and potential buyers of these lots, it's essential to establish an easement over the water main. Public Works reviewed this matter and recommended its approval.

Motion made to approve the water main easement across City owned property by Councilmember Dawsey Smith, Seconded by Councilmember Singer.

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

24. Discussion and possible action regarding the Starin Road Right of Way Plat and Certified Survey Map-**Public Works**

Public Works Director Marquardt explained that the Starin Road right-of-way plat extension spans from Fremont Street to Newcomb Street. The property acquired for this extension has remained designated as right-of-way. Efforts are underway to collaborate with a developer for potential development in the hospital hill area. The aim is to clarify the right-of-way boundaries and create a true road right-of-way for Starin Road, typically about 80 to 90 feet wide, encompassing terrace trees and a multi-use path. This adjustment would delineate private property from the right-of-way. The plan was reviewed and approved by the plan board and now requires final adoption by the city council.

Motion made to approve the Starin Rd Right of Way Plat and CSM by Council President Hicks, Seconded by Councilmember Dawsey Smith.

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

25. Discussion and possible action on Items G) Transparency in Decision Making and H) General Recommendations.- **HR**

Humans Resources Director Marquardt discussed items G) Transparency in Decision Making and H) General Recommendations on the Council Action Plan. No Action was taken but will look into getting the Community Involvement and the Cable Television Commission to meet to discuss engaging the community better and have representation from a variety of stakeholders. It was suggested that a future agenda item be added to host two community conversations a year.

26. Councilmember Requests for Future Agenda Items or Committee Items. Questions.

Councilmember Gerber would like to have a review of the record retention and the record destruction ordinance to make sure they match and also either include the surveillance policy within the record retention or a separate surveillance policy for retention of the videos.

Councilmember Dawsey Smith would like the Fitch and Associates Contract be put into future council packet for it be publicly noticed.

**FUTURE AGENDA ITEMS**

27. Brown Cab update-**Finance**
28. Staff update on Procurement Policy. - **Finance**
29. Special Assessments for Mobile Home Parks. - **City Manager/Hicks - Q2**
30. **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**
31. Salary Compensation Survey. - **Gerber/Hicks Q2 2024**
32. **Ordinance 2079** an ordinance regarding revisions to Chapter 12.22 Construction Standards Adopted. - **Public Works March 2024**
33. Update on 2024 Gala.-**Chief of Staff Q2**
34. Set Date to hold Common Council meeting at UWW Campus-**City Manager/Hicks Q3**

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- CS-35. Review and discuss Update on Transmission Facilities Agreement with Whitewater Solar, LLC for an easement across the Wastewater Facility property.

Motion made to go into Closed Session by Council President Hicks, Seconded by Councilmember Singer.

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

Motion made to come back into Open Session at 8:28 pm by Councilmember Singer, Seconded by Council President Hicks.

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

- CS-36. 2.City Manager's Performance Evaluation.

**CONSIDERATIONS**

37. Discuss and possible action regarding Transmission Facilities Agreement with Whitewater Solar, LLC for an easement across the Wastewater Facility property.  
No Action Taken
38. Discuss and possible action regarding City Manager's Performance Evaluation. -HR  
No Action Taken

## **ADJOURNMENT**

Motion made to Adjourn by Councilmember Dawsey Smith, Seconded by Councilmember Gerber.  
Voting Yes: Council President Hicks, Councilmember Dawsey Smith, Councilmember Gerber,  
Councilmember McCormick, Councilmember Schreiber, Councilmember Singer

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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.**



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## MINUTES

### CALL TO ORDER

The meeting was called to order at 6:30 pm by Council President Hicks.

### ROLL CALL

Present

Council President Neil Hicks

Councilmember Lukas Schreiber

Councilmember Lisa Dawsey Smith

Councilmember Jill Gerber

Councilmember Patrick Singer

Councilmember Carol McCormick

Councilmember Breanne Brown

City Attorney Jonathan McDonell

City Manager John Weidl

Public Works Director Brad Marquardt

City Clerk Heather Boehm

Deputy City Clerk Tiffany Albright

### **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**

Representative Ellen Schutt and Senator Steve Nass recognized Fire Chief Kelley Freeman as the First Responder of the Year for the 31st Assembly District for his selfless service and thanked him for his many years of dedication as a first responder for the Whitewater community.

### **APPROVAL OF AGENDA**

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Motion made to approve the agenda by Councilmember Singer, Seconded by Councilmember Schreiber.

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

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Motion made to go into Closed session at 6:41 pm by Council President Hicks, Seconded by Councilmember Singer.

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

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.*

Motion made to come back into Open session at 6:50 pm by Councilmember Singer, Seconded by Councilmember Schreiber.

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

Councilmember Gerber, Councilmember McCormick, Councilmember Schreiber, Councilmember Singer

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**

No action taken.

### 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 Singer, Seconded by Councilmember Schreiber.

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

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

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

9. Presentation of staffing study proposals received by Police Dept for RFP. -**PD**  
Police Chief Meyer presented the Council with the signed copy of the Fitch and Associates agreement in the packet, along with the other two proposals that were received. He is working to get a date set up for a kickoff meeting with Fitch.
10. Building Code Enforcement Update- **Neighborhood Services**  
Code and Zoning Administrator Allison Schwark provided an update on the city's current services, programs, and enforcement process during a recent presentation. She emphasized proactive monitoring of code violations across the entire city, including property maintenance, unsightly debris, and zoning regulations. The enforcement process involves issuing notices of violation, reinspection, and final notices prior to citation, with the aim of achieving compliance and improving the city's appearance and safety.  
Schwark highlighted the significant increase in violation notices issued in 2024 compared to previous years, indicating a proactive approach to addressing issues in the community.



She also emphasized the importance of education and community engagement in promoting compliance with city regulations, including the development of educational materials and outreach efforts.

Schwark expressed her commitment to building positive relationships with city residents, landlords, and other stakeholders, with a focus on providing support and assistance to address complaints and improve the overall quality of life in Whitewater. She showcased progress photos demonstrating efforts to address code violations and improve the city's appearance.

11. **Surveillance Camera Recording Retention Policy- IT**

IT Director Neubeck explained that he was tasked by City Manager Weidl to develop a policy for the retention of surveillance security camera footage, as there was previously no policy governing their use. The policy outlines that each department within the city manages its own cameras, with responsibilities for monitoring falling on the respective departments. The retention period for records ranges from 30 to 90 days, determined by individual departments and hardware limitations.

Certain cameras, such as those at intersections, are always operational, while others activate only upon detecting movement in low-traffic areas. The policy considers storage capacity and costs, with DVR devices typically capable of storing around 20 terabytes of data. Schwark highlights the potential financial burden of exceeding storage capacity, necessitating the purchase of new devices and battery backups.

Although the city has an ordinance regarding public records, it does not specifically address surveillance camera footage. Therefore, the development of this policy fills a gap in the city's governance structure regarding security camera use and data retention.

### **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.***

There were no citizen comments.

### **ORDINANCES**

#### **First Reading**

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

Attorney Rick Manthe provided an overview of the proposed ordinance, which aims to allow the city to impose a special assessment on mobile home communities to cover municipal service costs. The ordinance calculates the cost of services provided to the community based on emergency service budgets and call volumes, subtracting taxes and fees already paid. There was mention of potential legal risks and considerations, as well as the possibility of involving the school district in the assessment process. Finance Director Rachel discussed the financial implications, indicating a substantial increase in potential costs for the mobile home community. Questions were raised about the distribution of charges and the impact on residents. However, further details about how charges would be passed on to residents were not provided, as staff's investigation focused on legal and economic viability rather than implementation specifics.

Motion made to postpone the first reading of Ordinance 2024-001 to the March 19, 2024 Council meeting to allow all residents affected by this ordinance a chance to appear and comment by Council President Hicks, Seconded by Councilmember Dawsey Smith. Voting Yes: Council President Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember McCormick, Councilmember Schreiber, Councilmember Singer

## CONSIDERATIONS

13. Discuss and possible action regarding Audio Recording Retention- **City Clerk**

Motion made to postpone the Audio Recording Retention policy due to ongoing legal proceedings by Councilmember Dawsey Smith, Seconded by Councilmember Schreiber. Voting Yes: Council President Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Gerber, Councilmember McCormick, Councilmember Schreiber, Councilmember Singer

14. Discussion and possible action regarding revisions to the Down Payment Assistance component of the Affordable Housing Fund Policy-**CDA**

City Manager Weidl explained that the Community Development Authority (CDA) proposed revisions to the down payment assistance program in collaboration with banks. The suggested changes aim to broaden eligibility by increasing the income threshold to 150% of HUD income limits, removing the HUD county property value limit to accommodate housing in the low to mid 300s, and clarifying that maximum mortgage payments should not exceed 30% of household gross income at application and loan closing, in line with state statute. The CDA reviewed and recommended these revisions for approval, and now seeks approval from the relevant governing body.

Motion made to approve the revisions to the Down Payment Assistance component of the Affordable Housing Fund Policy by Councilmember Dawsey Smith, Seconded by Councilmember Schreiber.

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

Councilmember Singer

15. Discussion and possible action regarding GenComm Solacom Maintenance & Support Quote.- **PD**

Police Department Support Services Manager Ojibwe presented a proposal to extend the maintenance contract with GenCom for years six, seven, and eight. Extending the contract for multiple years reduces costs compared to a year-to-year basis. The integration of the city's 911 system with Walworth County's phone system aligns them on a three-year cycle for maintenance. This request is solely for the 911 system and does not pertain to the upcoming P25 radio upgrade. The approval sought is for obtaining and submitting the quote for payment.

Motion made to approve the GenComm Solacom Maintenance & Support Quote by Councilmember Singer, Seconded by Councilmember Gerber.

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

16. Discussion and possible action on renaming East Gate Park to Walton's East Gate Park.- **Parks and Recreation**

Parks Director Boehm explained that at the January 17 Park Board meeting they recommended renaming Eastgate Park to Walton Eastgate Park to recognize the Walton family's donation of four park properties to the citizens of Whitewater and their contributions to the city. The motion passed with the condition that the Walton family would cover the cost of the new signage, estimated to be around \$1,200 to \$1,500. The recommendation is for approval of the renaming, with the understanding that future park renaming's will follow the City of Whitewater Park naming policy.

Motion made to rename Eastgate Park to Walton's Eastgate Park by Councilmember McCormick, Seconded by Councilmember Singer.

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

17. Discussion and Possible Action awarding Contract 6-2024 Walworth Avenue Storm Sewer and Drainageway-**Public Works**

Public Works Director Marquardt explained The pipes have collapsed due to being hit by farmers, leading to flooding on Walworth Avenue. The storm sewer pipe and drainage way will be replaced, with a tight deadline of June 1st. McGuire Incorporated, offering the lowest bid of just under \$217,000, has been recommended for the contract. Although there are concerns about repaving Walworth Avenue this year and potentially ripping it out again next year, it's necessary for the project's improvement.

Motion made to award Contract 6-2024 to McGuire Incorporated for the Walworth Ave Storm Sewer and Drainageway by Councilmember Brown, Seconded by Councilmember

Schreiber.

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

18. Discussion and Possible Action regarding Transmission Facilities Agreement with Whitewater Solar, LLC for an easement across the Wastewater Facility property.-**Public Works**

Public Works Director Marquardt explained that Whitewater Solar seeks an easement across wastewater property. In January of this year, the council decided to proceed with the easement and negotiate payment terms. Staff presented two options to Whitewater Solar: one involving paying half the total cost upfront with the rest spread over 47 years with an escalator clause, and the other requiring full payment after construction within 45 days. Whitewater Solar chose to pay in full after construction. Staff now recommends approving the transmission facility agreement with Whitewater Solar. The money for this will come from the Wastewater Utility.

Motion made to approve the Transmission Facilities Agreement with Whitewater Solar, LLC by Councilmember Dawsey Smith, Seconded by Councilmember Brown.

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

19. Councilmember Requests for Future Agenda Items or Committee items. Questions  
Council President Hicks would like to discuss the City of Whitewater Fee on the TDS billing statements on a future agenda.

#### 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

Meeting Adjourned at 8:10 pm.

Motion made by Council President Hicks, Seconded by Councilmember Singer.

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

**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.**



# Library Board of Trustees Meeting

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

## Wednesday, February 19, 2024 - 6:30 PM – Meeting Minutes

### AGENDA

**CALL TO ORDER at 6:32 p.m.**

#### **ROLL CALL**

Present: Doug Anderson, Sallie Berndt, Jennifer Motszko, Kathy Retzke, Jaime Weigel

Absent: Brienne Diebolt-Brown, Alyssa Orlowski

Staff: Diane Jaroch, Deena Rolfsmeyer

Guests: none

#### **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 each meeting even if no changes are being made at that meeting.*

MSC Retzke/Anderson to approve the Agenda.

Ayes: Doug Anderson, Sallie Berndt, Jennifer Motszko, Kathy Retzke, Jaime Weigel

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 January 17, 2024 special meeting
3. Approval of Payment of Invoices
4. Acknowledgement of Receipt of Statistical report
5. Acknowledgement of Receipt of the Treasurer's report
6. Acknowledgement or Receipt of Financial reports

MSC Weigel/Anderson to approve the Consent Agenda without the Statistical and Financial reports.

Ayes: Doug Anderson, Sallie Berndt, Jennifer Motszko, Kathy Retzke, Jaime Weigel

Nays: none

- Diane walked the Board through the statistical report and end of year financials.
- It was clarified that the City is holding the money from the sale of the library's properties but the Board can spend it as it deems necessary.
- Jennifer explained the role and function of the Whitewater Community Foundation in collecting donations for the expansion project and Diane shared the report of assets with the Board.
- Jennifer pointed out that the library ended the year 107% of its budget and inquired about it.
- It was noted that the amount appropriated by the City increased for the next fiscal year; the Board speculated that it was in anticipation of the upcoming staff raises.

MSC Retzke/Anderson to approve the Statistical and Financial reports.

Ayes: Doug Anderson, Sallie Berndt, Jennifer Motszko, Kathy Retzke, Jaime Weigel

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**

#### 7. Review and possible action of the updated 2024 Strategic Plan Activities

- The Board reviewed a report that showed the salary range differences between IYML staff and other librarians in the region and state. This will be a future agenda item.
- Jaime offered to reach out to Fairhaven about the possibility of bussing residents to the library on a regular basis.
- A follow-up discussion took place regarding the library's partnership with the school district.

MSC Weigel/Anderson approve the Strategic Plan Activities for 2024

Ayes: Doug Anderson, Sallie Berndt, Jennifer Motszko, Kathy Retzke, Jaime Weigel

Nays: none

#### 8. Library Building Project update

- Jennifer updated the board about a recent meeting with Studio GC. They will present at the March board meeting with the final plans for approval.

### **NEW BUSINESS**

Item 2.

9. Discussion and possible action regarding the Capital Campaign Funds held by the Whitewater Foundation

- Before retiring, Stacey Lunsford suggested that the money be transferred to the project building fund with the City so that the funds are available to pay bills as they arise.
  - Discussion took place about moving funds into a money market account so that interest can be made. Kathy pointed out that the funds held with ADM earn 5.3% interest and the CDs at First Citizens earn about 5%.
  - Two bills for surveyors have been paid already and the architects will need to be paid soon. Major bills will be coming due in July once construction begins.
- Diane will follow up with First Citizens and report back to the board next month.

10. Discussion and possible action of annual report

MSC Anderson/Berndt to submit the 2023 annual report to Bridges Library System and bring back for the board president's signature to then be submitted to DPI.

Ayes: Doug Anderson, Sallie Berndt, Jennifer Motszko, Kathy Retzke, Jaime Weigel

Nays: none

11. Review and possible action of the new Partnership Policy

- Discussion took place about having the partner organization sign a form indicating that they have read and agreed to the partnership policy.

MSC Anderson/Retzke to approve the Partnership Policy with signature lines added for a library representative and a representative from the partnership.

Ayes: Doug Anderson, Sallie Berndt, Jennifer Motszko, Kathy Retzke, Jaime Weigel

Nays: none

12. Review and approval of the Volunteers Policy

- This item will be revisited next month.

**CONSIDERATIONS / DISCUSSIONS / REPORTS**

14. Library Director's Report

- Diane provided the board with an update about Beanstalk. She also received her Director certification.
- Tony Evers visited the library last Thursday after meeting with the City Manager.
- Physical copies of several magazines have been reinstated.

15. Youth Services Report



- Old World Wisconsin presented twice at the library last week, both of which were well attended.
- The Giving Tree has been very popular and the library has received several donations.
- Winter reading program has also been popular.

16. Programming & Makerspace Report

17. Board Reports

### **FUTURE AGENDA ITEMS**

- Architects will present next month
- Staff pay scale
- Volunteer Policy

**Next meeting March 18th at 6:30pm**

**ADJOURNMENT at 8:10 PM**

No comments in the chat box.



**Parks and Recreation Board Minutes**  
**Wednesday, February 21, 2024 – 5:30 pm**  
**Cravath Lakefront Room**  
**312 W. Whitewater Street**  
**Whitewater, WI 53190**  
Hybrid Meeting

**1. Call to Order and Roll Call**

Present: Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal.  
Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown  
Staff: Michelle Dujardin, Jennifer French, Kevin Boehm, Brad Marquardt  
Guest: None

**2. Approval of Minutes from January 17, 2024**

Motioned by Hicks. Seconded by Kilar. Ayes Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal: Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown

**3. Hearing of Citizen Comments**

No Comments

**4. Staff Reports**

**a. Director's Report**

**i. Kevin Boehm**

1. Kevin working with Midwest Prairie on progress report for Effigy Mounds and Walton Oaks
2. City Hall is receiving quotes to being rekeyed
3. Parks & Recreation is receiving new registration software, May 8<sup>th</sup> is date for going live
4. Parks & Recreation has launched a new website
5. Hunter officially accepted the WAFC Position
6. Receiving Pricing on HVAC and boilers at WAFC
7. Receiving pricing on rehab of lockers at WAFC
8. Attended an auction and won three stair steppers for WAFC
9. WAFC released corporate memberships and Fit Bit February

**b. Event Programs and Lakes Update**

- i. Kevin Boehm
  - 1. March 9<sup>th</sup> is a day at the pool! It includes Polar Plunge, Chili Cook Off, Open Swim, and Cardboard Boat Races

**c. Senior Programs**

- i. Kevin Boehm
  - 1. The annual Hawaiian Party was held at WAFC with huge success and happy party goers

**5. Considerations/Discussions/Reports**

**a. Discussion and possible action regarding renaming East Gate Park**

- i. Kevin Boehm presented a letter from Russ Walton with Brad Marquardt attending for questions.

Motioned by Hicks to endorse East Gate Park to be renamed to Walton East Gate park in appreciation of the generous contribution for four park properties within the City of Whitewater. Park Board recommends the cost of the new sign be responsibility of the Walton Family. Seconded by Matthews. Ayes Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal: Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown

**6. Considerations/Discussions/Reports**

**a. Discussion and possible action regarding long term rental of Starin Park Building to Immanuel Aglican Church**

i. Boehm stated After discussion with staff, it is our opinion that since Rev. Notstad is now affiliated with UW-W, his organization meets our Group 2 requirements outlined in the facility rental and reservation policy entitling his organization to a 50% discount on fees. It is recommended that Rev. Notstad be required to provide the necessary security deposit. It is highly recommended that Rev. Notstad carry additional liability insurance listing the City of Whitewater as additionally insured for an amount not less that \$250,000. Additionally, Rev. Notstad will be required to reserve the facility using our online recreation software either by himself or a designee of his choice. Staff will assist with the initial reservation, however, subsequent reservations would be his responsibility. All fees and deposit must be paid prior to the reservation being considered valid as outlined in the Facility Rental and Reservation Policy. All reservations are considered first come, first served and space cannot be held without payment.

Motioned by Hicks to not entertain rental and encourage to rental following our current rental policy. Seconded by Kilar. Ayes Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal: Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown

**7. Considerations/Discussions/Reports**

**a. Discussion and possible action regarding Recreation Sunshine Fund policy update**

- i. Kevin presented policy document with changes. Kevin also stated there is currently \$498.00 in the account.

Motioned by Weberpal to approve policy with changes. Seconded by Hicks. Ayes Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal: Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown

**8. Future Agenda Items**

- a. Additional evening classes at the WAFC

**9. Adjournment**

Motioned by Steve Ryan at 6:24pm, followed by a unanimous votes. Ayes Stephanie Hicks, Mike Kilar, Megan Matthews, Steve Ryan, and Deb Weberpal: Absent: Ben Prather, Dan Fuller, Kathleen Flemming, and Brienne Brown

Respectfully Submitted,

*Michelle Dujardin*

Michelle Dujardin



# Council Agenda Item

Meeting Date: April 4, 2024

Agenda Item: Twin Oaks Special Assessment

Staff Contact (name, email, phone): Rachelle Blitch, [rblitch@whitewater-wi.gov](mailto:rblitch@whitewater-wi.gov) , 262-473-1380

## BACKGROUND

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

During the Common Council meeting on March 19th, a question emerged regarding the assessed value of the mobile home park, which is currently pegged at \$1.39 million, despite the property's sale in 2020 for approximately \$8 million. There is growing concern within the community that the property is not being accurately assessed, prompting a request for a thorough explanation.

Inquiries were made to the assessor concerning the methodology employed in assessing the mobile home park. Despite multiple efforts to secure a detailed explanation of the assessment process, the only information garnered was that the property had not been listed on the open market, thereby rendering the sale invalid.

An agreement has been reached to have an assessor present at the meeting to address and answer questions.

The city aims to recoup the excess costs incurred in providing emergency services to the mobile home park. This is achieved by comparing the proportion of calls for service at the mobile home park against the total volume of calls across the city, thereby deriving a percentage. This percentage is then applied to the combined budgets of the Police and Fire/EMS departments to ascertain the total cost of delivering these services to the park. Subsequently, credits from their property taxes and parking permit fees are deducted to identify the excess costs, which are then factored into the special assessment calculation.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

3/19/2024 - Common Council, 1<sup>st</sup> reading of ordinance passed.

## FINANCIAL IMPACT

(If none, state N/A)

The proposed special assessment is projected to generate additional revenue in the range of \$57,000 to \$89,000, which would be allocated to support emergency services, including Police, Fire/EMS departments.

## STAFF RECOMMENDATION

Option 1 entails including all calls for service to Twin Oaks within the special assessment calculation. Conversely, Option 2 proposes excluding genuinely emergent calls from the assessment to avoid deterring individuals from seeking help when necessary.

ATTACHMENT(S) INCLUDED

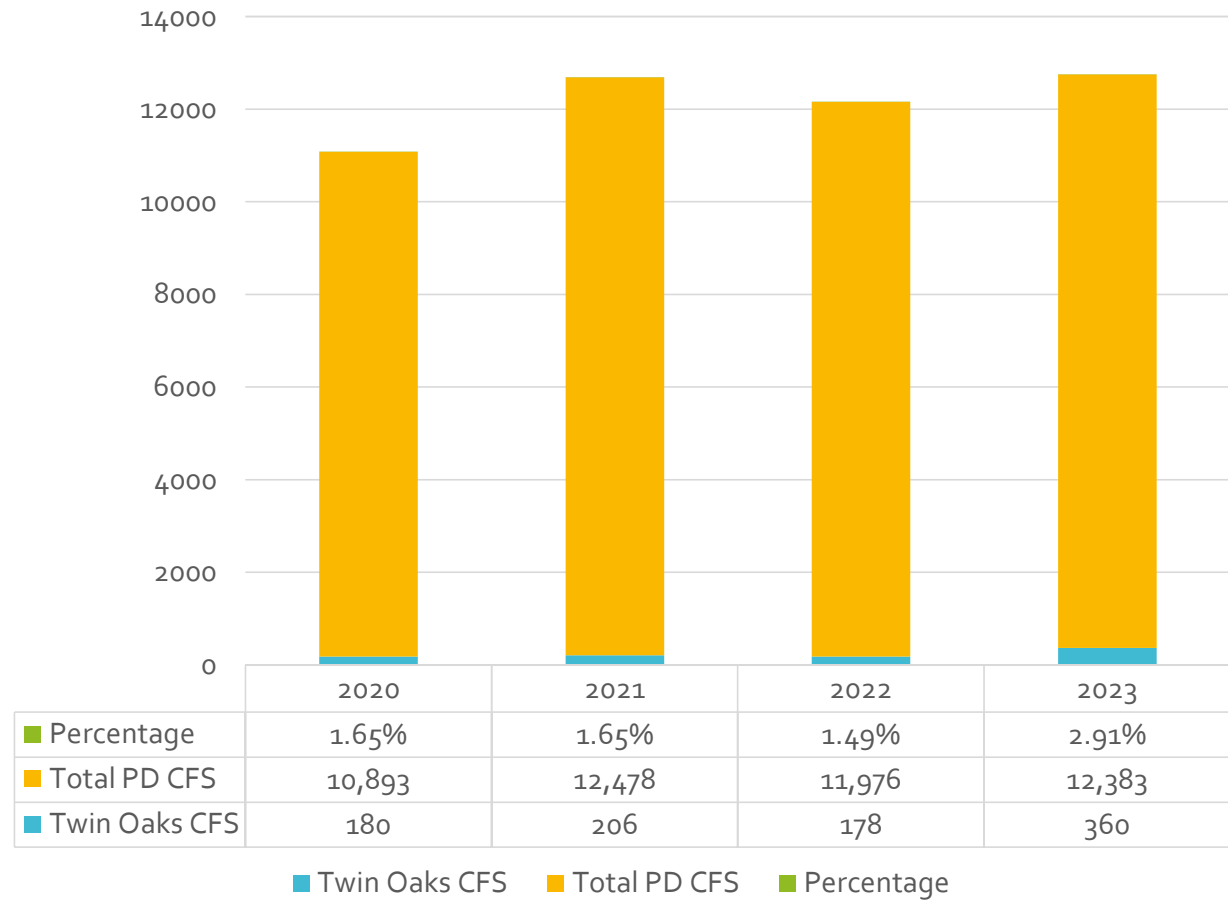
(If none, state N/A)

1. Special Assessment Presentation
-

# SPECIAL ASSESSMENT

Approximately  
50% more calls  
for service in  
2023

PD CFS vs Twin Oaks CFS

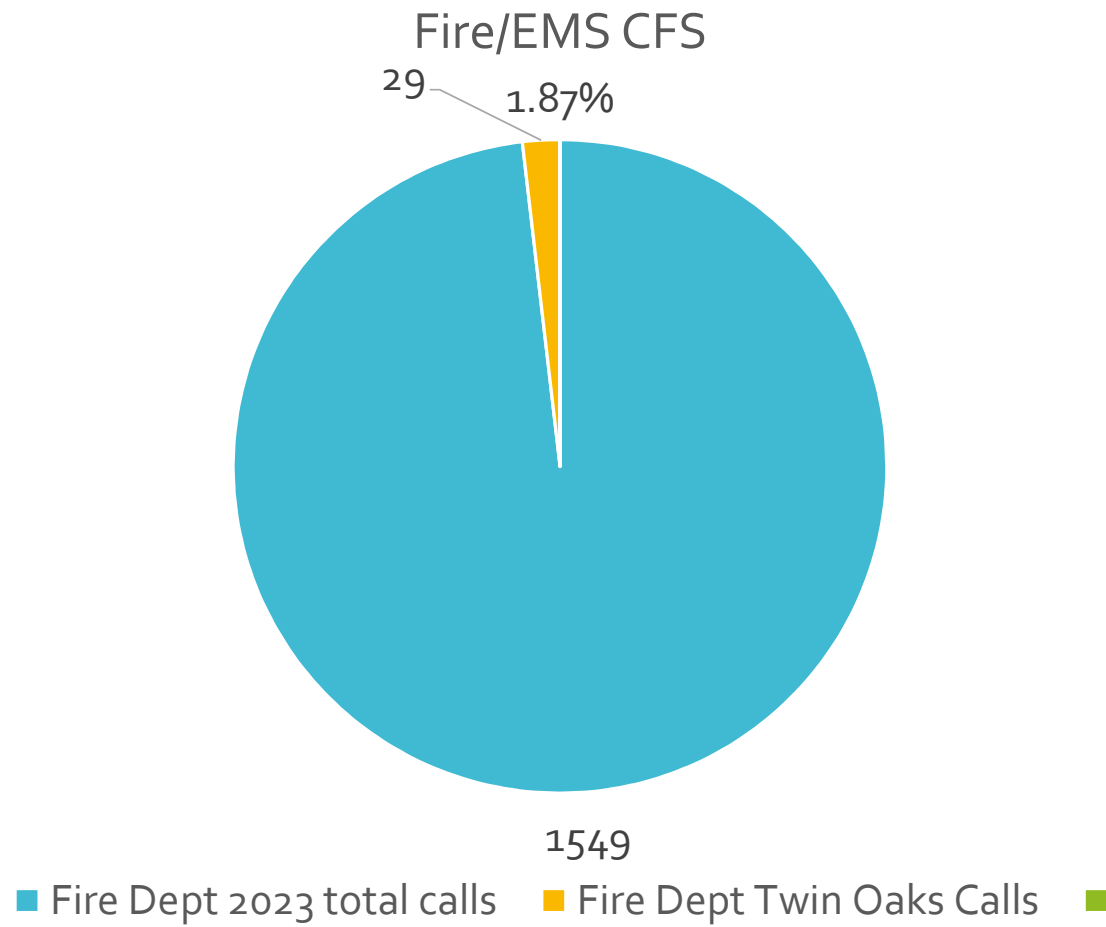




- Approximately 25% of calls to Twin Oaks are ordinance violations and 911 open line, misdial or hang up.
  - Fireworks – 3
  - Towed vehicle – 20 (Parking)
  - Noise complaint – 30
  - 911 open line – 11
  - 911 Misdial – 6
  - 911 Hang up - 19

	Original	Revised	Difference
Twin Oaks CFS	360	271	(89)
Twin Oaks % 2023	2.91%	2.20%	(0.71%)
Total Cost to provide Services	\$119,175.44	\$90,362.08	(\$28,813.36)

Stats for  
Fire/EMS only  
available for  
2023.



Incident Code	Incident Type	# of Calls
671	Hazmat Related Investigation	1
412	Gas Leak	2
321	EMS	22
746	Carbon monoxide detector activation	1
651	Smoke scare	1
622	No incident found	1
424	Carbon monoxide incident	1

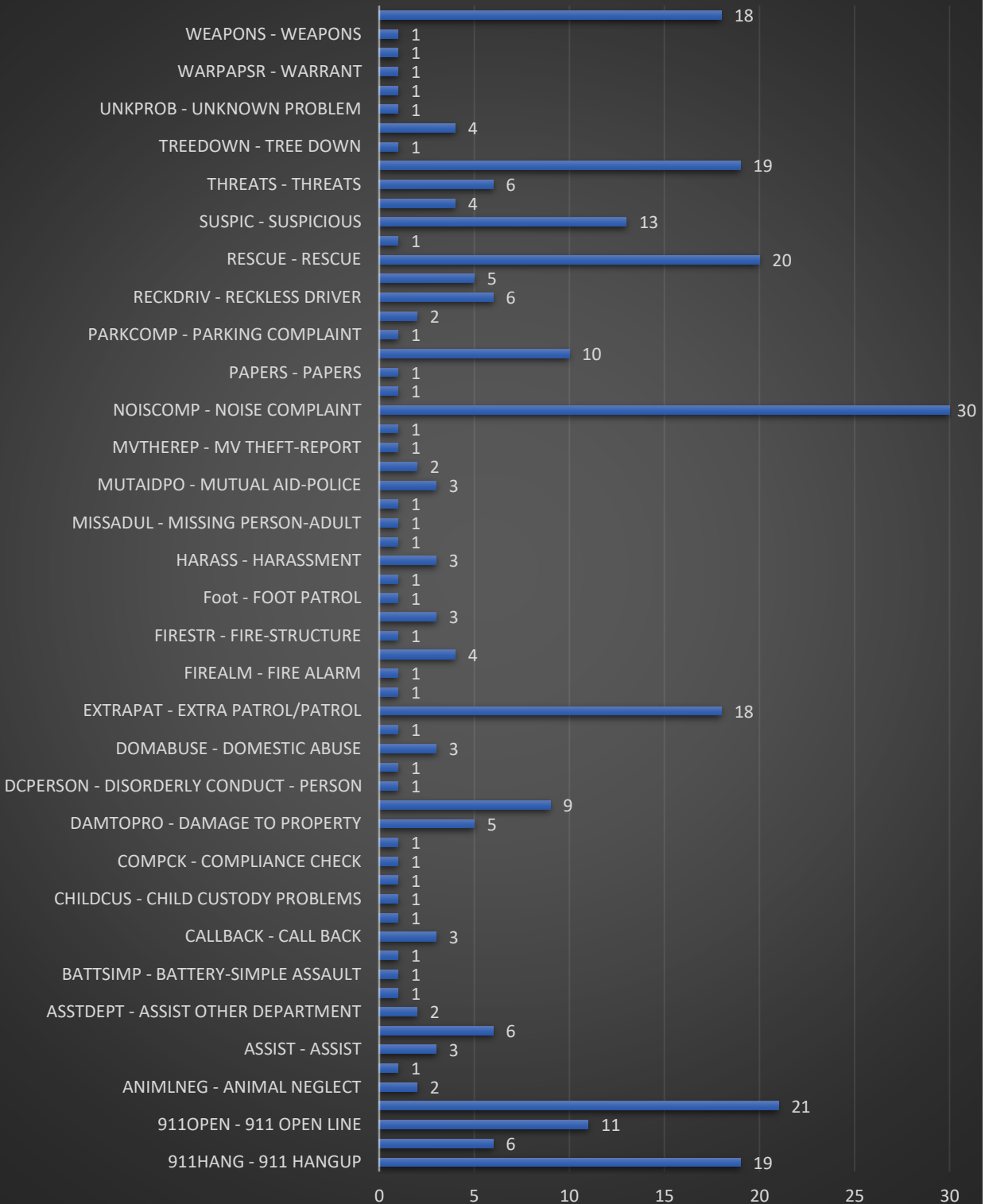
Determining the proportionate share of services for Twin Oaks

	2023
City's Assessed Value	914,459,600
Twin Oaks Total Assessed Value	1,390,800
% Assessed Value	0.001520898
City Tax Rate	0.006700833
Total Taxes for TO	9,319.52
Mobile Home Park Fees	49,313.46
Proportionate Share for TO	8,368.13

Determining the additional costs to provide Police and Fire/EMS services

	<b>2024 Budget</b>	
Police Expenses	4,099,304.00	
TO % in 2023	2.91%	
<b>Total cost to provide police services</b>	<b>119,175.44</b>	
Fire/EMS Expenses	1,402,794.00	
TO % in 2023	1.87%	
<b>Total cost to provide Fire/EMS services</b>	<b>26,262.77</b>	
<b>Total % Public Safety Costs Assessed to TO (Less TO Property Tax &amp; Fees Paid)</b>	<b>145,438.20 (58,632.98)</b>	
<b>Excess costs eligible to special assessment</b>	<b>86,805.23</b>	Option 1
<b>Less emergent calls</b>	<b>(28,813.36)</b>	
	<b>57,991.86</b>	Option 2

## Twin Oaks - Total CFS by Type for 2023





Rachelle Blitch  
Director of Financial and  
Administrative Services  
P.O. Box 690  
Whitewater, WI 53190

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Phone: (262) 473-1380  
Email: rblitch@whitewater-wi.gov

## MEMO:

Date: March 28, 2024

To: John Weidl, City Manager  
Common Council

From: Rachelle Blitch, Director of Financial and Administrative Services

Re: Compensation Study Update

We have gathered data for all specified communities and, by applying a 20% spread criterion, identified the following communities as comparable: Platteville, River Falls, Delavan, Jefferson, Elkhorn, Fort Atkinson, and Weston. Additionally, I have obtained salary resolutions from each of these municipalities and am in the process of evaluating them accordingly. Preliminary analysis indicates that the majority of departments align with those of comparable communities, with the notable exception of departments under Administration (Finance, HR, IT, General Administration). Further investigation is warranted to accurately compare the roles and responsibilities within these administrative departments in other municipalities to those in Whitewater, to ensure a comprehensive understanding and evaluation.

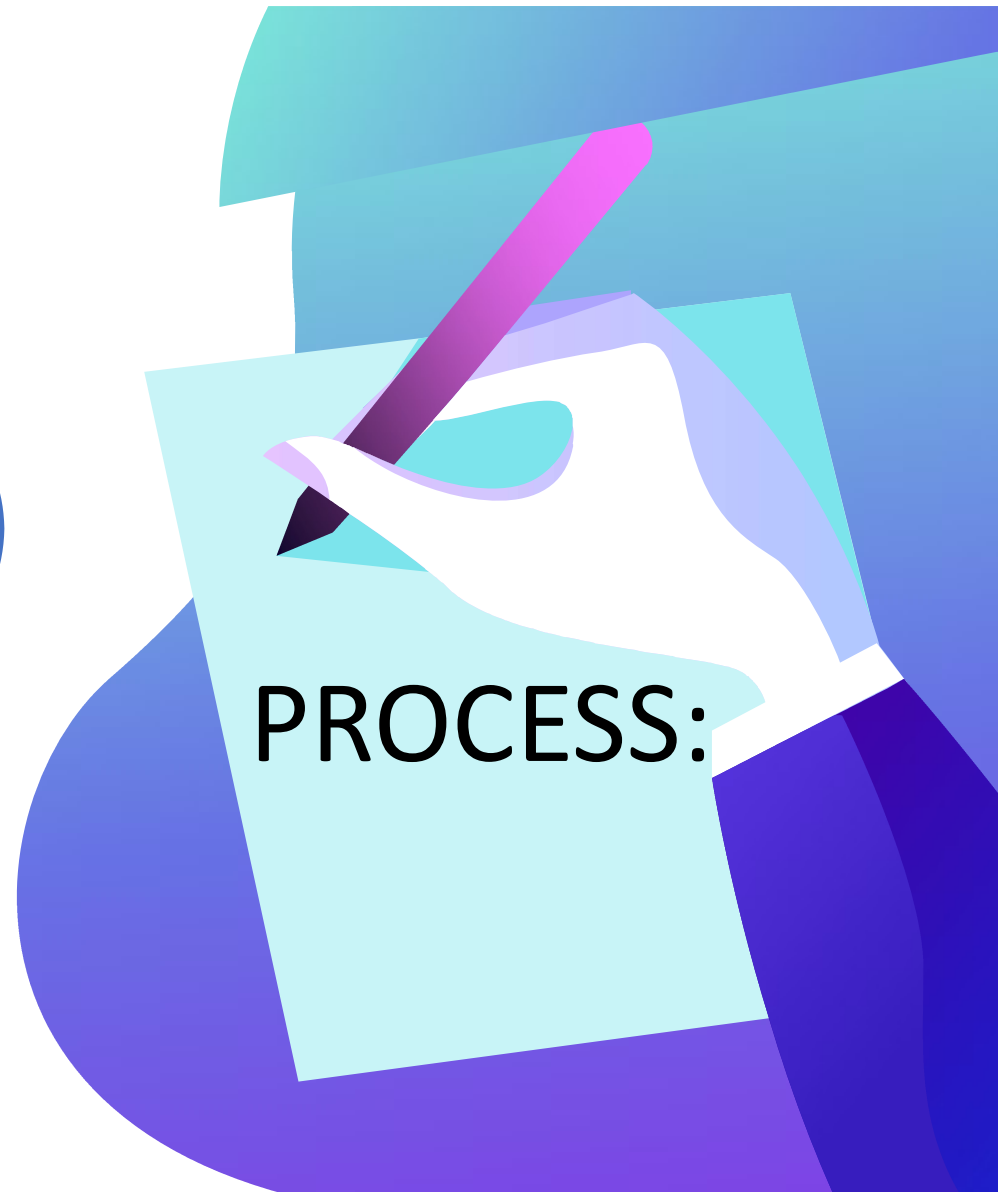
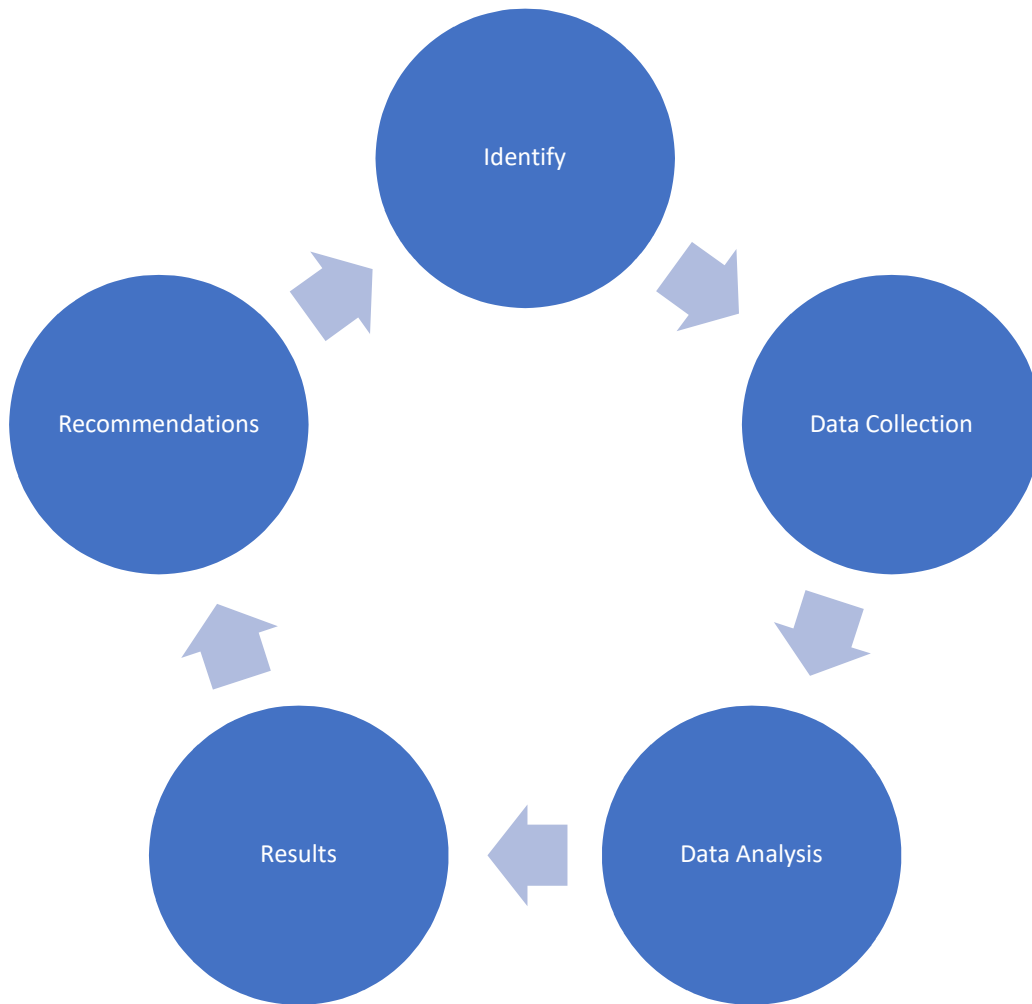
Upon reviewing the City's existing compensation framework, I observed that the pay ranges are markedly constrained, with some spreads being as narrow as 3%. This limitation poses a challenge not only in attracting qualified candidates but also in retaining them. The generally advised pay range spread is 35%, which facilitates the appropriate placement of employees by considering various factors such as relevant work experience, educational background, certifications, and preferred qualifications. A restricted pay range fails to adequately recognize these factors, potentially leading to situations where a candidate might be offered compensation that exceeds their qualifications.

The subsequent phase involves completing the data analysis and formulating recommendations for the approval of the Common Council. Presently, we anticipate that adjustments will be necessary for the actual salaries of only four positions, as the lower end of the market rates surpasses their current salaries. Our team will develop a compensation and implementation plan aimed at enhancing recruitment and retention in a sustainable manner to be brought back at a later date.



# COMPENSATION STUDY

**CITY OF WHITEWATER  
SPRING 2024**





Identify

**25** Cities/Villages

**7** Comparable Communities

# Identifying Comparable Communities

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Determined by:

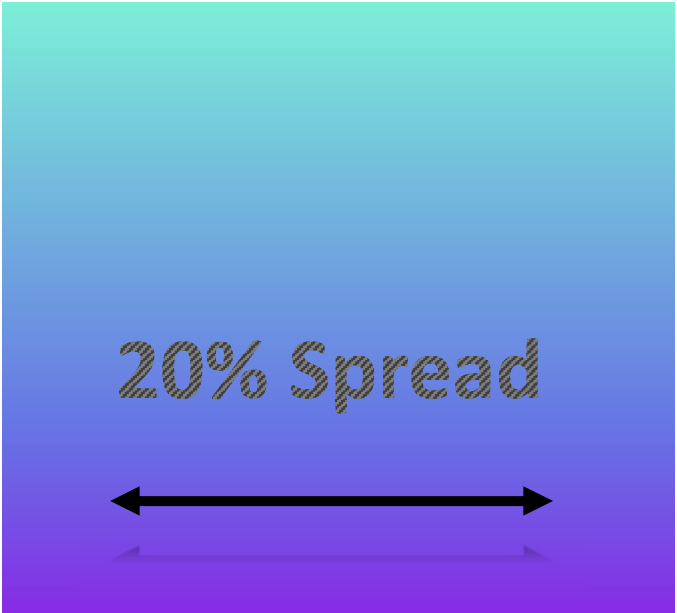
- ✓ Equalized Value (Millions)
  - ✓ 20 points
- ✓ Municipal Property Tax Levy (Ths)
  - ✓ 15 points
- ✓ Basic Spending (Per Capita)
  - ✓ 15 points
- ✓ Municipal Property Tax Rate (Mill Rate)
  - ✓ 15 points
- ✓ Per Capita Income
  - ✓ 15 points
- ✓ Operating Spending (Per Capita)
  - ✓ 10 points
- ✓ General Obligation Debt (Ths)
  - ✓ 5 points
- ✓ Shared Revenue (Ths)
  - ✓ 5 points
- ✓ Population
  - ✓ 10 points

110 Total Points Awarded

<https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/>

# Identifying Comparable Communities (cont.)

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**Method used to score:**

1. Equalized Value (Millions): ~ Maximum 20 Points							
Factor	Minimum	Range	Maximum	Range	Points		
\$861							
1.33	\$647	\$861	\$861	\$1,145	20		
1.67	\$516	\$646	\$1,146	\$1,438	15		
2.00	\$431	\$515	\$1,439	\$1,722	10		
2.33	\$370	\$430	\$1,723	\$2,006	5		
All Others					0		

# Identifying Comparable Communities (cont.)

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Platteville – 108 Points



River Falls – 96 Points

Delavan – 92 Points

Jefferson – 89 Points

Elkhorn – 93 Points

Fort Atkinson – 94 Points

Weston – 89 Points

**7** Comparable Communities

# Data Analysis

Templates created

	Job Title				
Comparable Community	Minimum Salary	Maximum Salary	Actual Salary	Title (If Different)	Comment
Platteville*					
River Falls *					
Delavan					
Jefferson					
Elkhorn					
Fort Atkinson					
Weston					
<b>Whitewater</b>					
Average					
50th Percentile					

# Preliminary Results

 **Comparable for most positions**

Attention needed for the following positions:

- City Clerk
- City Manager
- HR Manager
- Librarian

- Current spreads avg. 20-23% with some as low as 3%

# Recommendations

- Use the 50<sup>th</sup> percentile
  - This represents the market rate
- Increase the spreads to 35%
  - This allows for retaining and recruiting qualified staff
- Develop a plan to move through the pay scale
  - Opportunities for development
  - Rewards high performers
  - Assists with recruiting and retaining







# Thank You

**City of Whitewater, Wisconsin**  
**Criteria used to Determine Survey Comparables**

**1. Equalized Value (Millions): ~ Maximum 20 Points**

<b>\$861</b>					
<u>Factor</u>	<u>Minimum</u>	<u>Range</u>	<u>Maximum</u>	<u>Range</u>	<u>Points</u>
1.33	\$647	\$861	\$861	\$1,145	20
1.67	\$516	\$646	\$1,146	\$1,438	15
2.00	\$431	\$515	\$1,439	\$1,722	10
2.33	\$370	\$430	\$1,723	\$2,006	5
All Others					0

**2. Municipal Property Tax Levy (Ths): ~ Maximum 15 Points**

<b>\$5,757</b>					
<u>Factor</u>	<u>Minimum</u>	<u>Range</u>	<u>Maximum</u>	<u>Range</u>	<u>Points</u>
1.33	\$4,329	\$5,757	\$5,757	\$7,657	15
1.67	\$3,447	\$4,328	\$7,658	\$9,614	12
2.00	\$2,879	\$3,446	\$9,615	\$11,514	9
2.33	\$2,471	\$2,878	\$11,515	\$13,414	6
All Others					0

**3. Basic Spending (Per Capita): ~ Maximum 15 points**

<b>\$437</b>					
<u>Factor</u>	<u>Minimum</u>	<u>Range</u>	<u>Maximum</u>	<u>Range</u>	<u>Points</u>
1.33	\$329	\$437	\$437	\$581	15
1.67	\$262	\$328	\$582	\$730	12
2.00	\$219	\$261	\$731	\$874	9
2.33	\$188	\$218	\$875	\$1,018	6
All Others					0

**4. Municipal Property Tax Rate: ~ Maximum 15 Points**

<b>\$6.73</b>					
<u>Factor</u>	<u>Minimum</u>	<u>Range</u>	<u>Maximum</u>	<u>Range</u>	<u>Points</u>
1.33	\$5.06	\$6.73	\$6.73	\$7.73	15
1.67	\$4.03	\$5.01	\$7.69	\$11.24	12
2.00	\$3.37	\$3.99	\$11.17	\$13.46	9
2.33	\$2.89	\$3.33	\$13.37	\$15.68	6
All Others					0

**5. Per Capita Income: ~ Maximum 15 points****\$21,633**

<u>Factor</u>	<u>Minimum</u>	<u>Range</u>	<u>Maximum</u>	<u>Range</u>	<u>Points</u>
1.33	\$16,265	\$21,633	\$21,633	\$28,772	15
1.67	\$12,954	\$16,264	\$28,773	\$36,127	12
2.00	\$10,817	\$12,953	\$36,128	\$43,266	9
2.33	\$9,285	\$10,816	\$43,267	\$50,405	6
All Others					0

**6. Operating Spending Per Capita: ~ Maximum 10 Points****\$694**

<u>Factor</u>	<u>Minimum</u>	<u>Range</u>	<u>Maximum</u>	<u>Range</u>	<u>Points</u>
1.33	\$522	\$694	\$694	\$923	10
1.67	\$416	\$521	\$924	\$1,159	8
2.00	\$347	\$415	\$1,160	\$1,388	6
2.33	\$298	\$346	\$1,389	\$1,617	4
All Others					0

**7. General Obligation Debt (Ths): ~ Maximum 5 Points****\$18,099**

<u>Factor</u>	<u>Minimum</u>	<u>Range</u>	<u>Maximum</u>	<u>Range</u>	<u>Points</u>
1.33	\$13,608	\$18,099	\$18,099	\$24,072	5
1.67	\$10,838	\$13,607	\$24,073	\$30,225	4
2.00	\$9,050	\$10,837	\$30,226	\$36,198	3
2.33	\$7,768	\$9,049	\$36,199	\$42,171	2
All Others					0

**8. Shared Revenue (Ths): ~ Maximum 5 Points****\$3,446**

<u>Factor</u>	<u>Minimum</u>	<u>Range</u>	<u>Maximum</u>	<u>Range</u>	<u>Points</u>
1.33	\$2,591	\$3,446	\$3,446	\$4,583	5
1.67	\$2,063	\$2,590	\$4,584	\$5,755	4
2.00	\$1,723	\$2,062	\$5,756	\$6,892	3
2.33	\$1,479	\$1,722	\$6,893	\$8,029	2
All Others					0

**9. Population: ~ Maximum 10 Points****15,638**

<u>Factor</u>	<u>Minimum</u>	<u>Range</u>	<u>Maximum</u>	<u>Range</u>	<u>Points</u>
1.33	11,758	15,638	15,638	20,799	10
1.67	9,364	11,757	20,800	26,115	8
2.00	7,819	9,363	26,116	31,276	6
2.33	6,712	7,818	31,277	36,437	4
All Others					0

Data Source: **Municipal Facts** <https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/>

Equalized Value (2022)  
Property Tax Levy (2022)  
Basic Spending (per capita 2021)  
Property Tax Rate (2022)  
Operating Spending (per capita 2021)  
General Obligation Debt (2021)  
Shared Revenue (2021)

**US Census Bureau**  
Per Capita Income  
Population

Municipality	Population	Max Points	Eq. Value (Millions)	Max. Points	Prop. Tax Levy (Ths.)	Max. Points	Basic Spending Per Capita	Max. Points	Prop. Tax Rate	Max. Points	Per Capita Income	Max. Points	Oper. Spending	Max. Points	Gen. Oblig. Debt	Max. Points	Shared Revs. (Ths.)	Max. Points	Total Points
Whitewater	15,638	10	861	20	5,757	15	437	15	6.730	15	21,633	15	694	10	18,099	5	3,446	5	110
Platteville*	11,543	8	853	20	5,160	15	446	15	6.810	15	24,992	15	790	10	20,492	5	2,657	5	108
River Falls *	16,165	10	1,495	10	7,511	15	496	15	5.490	15	31,811	12	841	10	19,491	5	2,201	4	96
Delavan	8,519	6	861	20	6,101	15	633	12	7.760	12	31,716	12	854	10	13,554	5	694	0	92
Jefferson	7,778	4	748	20	4,632	15	569	15	6.600	15	43,204	9	969	8	9,428	3	825	0	89
Elkhorn	10,253	8	1,055	20	7,452	15	610	12	7.160	15	36,031	12	946	8	33,570	3	535	0	93
Fort Atkinson	12,522	10	1,258	15	8,626	12	449	15	7.310	15	35,850	12	792	10	16,296	5	1,297	0	94
Weston	15,698	10	1,531	10	7,097	15	436	15	6.040	15	38,611	9	753	10	21,345	5	1,460	0	89
Ripon*	7,823	6	522	15	3,819	12	698	12	8.450	12	32,587	12	1,075	8	11,639	4	1,719	3	84
Menominee*	16,563	10	1,441	10	7,435	15	726	12	5.400	15	28,021	15	1,742	0	27,887	4	3,639	5	86
Burlington	11,000	8	1,286	15	8,522	12	653	12	6.620	15	42,716	9	1,034	8	20,403	5	806	0	84
Baraboo	12,541	10	1,155	15	9,073	12	783	9	8.310	12	35,847	12	1,174	6	15,774	5	1,900	3	84
Plover	13,549	10	1,541	10	7,828	12	608	12	5.710	15	39,608	9	790	10	23,038	5	783	0	83
Mukwonago	8,311	8	1,243	15	7,402	15	682	12	6.700	15	46,444	6	1,008	8	36,558	2	422	0	81
Stoughton	13,091	10	1,568	10	10,511	9	549	15	7.010	15	41,021	9	975	8	35,534	3	991	0	79
East Troy	5,054	0	486	10	2,574	6	480	15	5.350	15	42,350	9	720	10	10,560	3	397	0	68
Beaver Dam	16,652	10	1,562	10	13,335	6	640	12	8.900	12	37,106	9	966	8	23,319	5	2,248	4	76
Brown Deer	12,609	10	1,295	15	9,617	9	787	9	7.860	12	38,692	9	1,082	8	30,650	3	1,149	0	75
Watertown	22,978	8	1,958	5	15,100	0	509	15	8.080	12	31,580	12	882	10	34,865	3	3,259	5	70
Wisconsin Rapids	18,783	10	1,358	15	13,751	0	896	6	10.520	12	29,141	12	1,278	6	29,651	4	4,569	5	70
Salem Lakes	14,569	10	1,921	5	5,965	15	276	12	3.140	6	46,041	6	511	8	16,035	5	266	0	67
Lake Geneva	8,335	6	1,897	5	9,096	12	942	6	4.800	12	42,817	9	1,534	4	13,635	5	193	0	59
De Pere*	25,373	8	2,887	0	15,397	0	499	15	5.600	15	36,793	9	1,098	8	2,240	0	2,224	4	59
Oconomowoc	18,505	10	3,161	0	15,430	0	557	15	5.070	15	50,002	6	892	10	39,125	2	394	0	58
Waukesha*	70,454	0	8,702	0	75,502	0	708	12	9.060	12	41,207	9	1,028	8	246,984	0	4,766	4	45
Mequon*	25,102	8	5,997	0	23,730	0	574	15	4.100	12	77,820	0	697	10	35,045	3	646	0	48

**Data Sources:**

Per Capita Income:	US Census 2022
Population:	US Census 2022
Basic Spending Per Capita:	Municipal Facts 2021
Operational Spending Per Capita:	Municipal Facts 2021
Property Tax Levy:	Municipal Facts 2022
Property Tax Rate:	Municipal Facts 2022
General Obligation Debt:	Municipal Facts 2021
Equalized Value:	Municipal Facts 2022
Shared Revenue:	Municipal Facts 2021



To: City of Whitewater Common Council

From: Sara Marquardt, HR Manager

Date: April 4, 2024

Re: Flexible Work Arrangements

During the Common Council meeting on April 6, 2023, Council reconsidered the Flexible Work Policy, ultimately approving the Flexible Work Arrangements Policy with changes.

*Minutes: RECONSIDERATION OF COUNCIL ACTION ON FLEXIBLE WORK POLICY. Gerber summarized the updates to the policy included in the packet and stated that she brought this item back to share concerns that have been expressed to her by employees and concerns that she has. She further stated that she was not against to flexible work or working remotely. In her point of view, she was opposed to the way that the policy was written and approved at the last meeting, and was asking for the Council to consider the proposed changes. She stated that the policies are meant to provide guidance for management to implement the flexible work arrangement and are not there to hinder our City Manager or any Managers, but support them from in their decision making and protect the City from any potential personnel issues. Gerber followed with a summary of her concerns and the changes she proposes.*

*Moved by Gerber to reconsider and seconded by Allen. Allen stated his concern with work-from-home is that we are a service industry and we should be here. He further stated his concern that work-from-home would not be available to all employees. AYES: McCormick, Allen, Schreiber, Gerber. NOES: Majkrzak, Dawsey-Smith, Brown. ABSENT: None. Motion passed. 4/13 2 Moved by Gerber to approve the Flexible Work Arrangements Policy with proposed redlined changes. Seconded by Allen. Attorney McDonell confirmed that this would replace the previous draft policy. Brown expressed concern for the delay and stated that we are not putting trust in our new City Manager. City Manager Weidl stated that there was nothing that he could not work with. AYES: Dawsey-Smith, McCormick, Gerber, Brown, Allen. NOES: Majkrzak. ABSENT: None. Motion passed.*

As of March 21, 2024, the City Manager has approved five flexible work arrangement requests. Employees utilizing work-from-home arrangements are required to maintain activity logs submitted to their supervisors and HR for review. The approved arrangements and their status are detailed below:




Job Title	Arrangement	Date Approved/Denied	6 Month Review Date	Notes
GIS Analyst	Mondays work from home	Approved-5/24/2023	Reviewed-7/31/23 - Schedule was modified to PT to accommodate employee's school schedule	Reviewed in December - Employee separated employment effective 1/12/2024
IT Director	Tuesdays work from home	Approved-5/24/2023	11/24/2023	3/21/24 Employee has not utilized the benefit
Water & Wastewater Employees	Summer hours implemented year-round	Approved-9/19/2023	3/19/2024	3/19/24 – requested input from staff and employees; feedback has been positive *
Street Employees	Summer hours implemented year-round	Approved-2/14/2024	8/14/2024	
Media Producer	Work from home for work that does not require City hardware (graphic design, animation)	Approved-3/19/2024	9/19/2024	

HR's assessment indicates the policy is functioning as intended with no recommended changes.

Attachments:

1. Flexible Work Arrangement Policy
2. Daily Activity Log for Work at Home Arrangements
3. \* Staff and Employee Feedback – We solicited feedback from a range of staff members, including the Clerk, Police Chief, Administrative Assistants, Chief of Staff, Director of Public Works, Comptroller and Utilities Technician, to gather their perspectives on the change. Furthermore, we sought input from Water and Wastewater employees to ensure we captured a range of viewpoints on the matter.

		<b>Policy #306.00</b> <b>Flexible Work Arrangements</b>			
Owner:	HR Manager	Approving Position:	Common Council	Pages:	7
Issue Date:	04/06/2023	Revision Date:		Review Date:	04/06/2024
Special Instructions:					

I. Policy - The City of Whitewater supports and encourages flexible work arrangements and allows departments to implement these arrangements, where appropriate, for eligible employees. The City recognizes the changes in workforce trends and the need to improve efficiency of its operations, better address work, personal and family demands, and retain valuable employees. This policy outlines the City’s commitment to providing flexible work arrangements to enable and enhance employee’s work life balance.

Flexible work arrangements offered at the City include:

- A. Remote Work
- B. Flextime
- C. Compressed Workweek

II. Definitions

- A. Remote work: Employees working at an alternative location (most commonly from home) rather than physically traveling back and forth to a designated site.
- B. Flextime: A standard 40-hour workweek (for full-time employees) is completed but there is flexibility in establishing daily start and end times. Days of the workweek may have varying start and end times, but the pattern should recur predictably over each workweek.
- C. Compressed Workweek: Employees work 40 hours in less than five (5) full workdays. The most common types of compressed workweeks are working four (4) 10-hour days or four (4) 9-hour days and (1) 4-hour day within a week.

III. Guidelines

A. Eligibility

- 1. A flexible work arrangement is a department option and certain positions, by their nature, are not suited for flexible work arrangements. Participation is not appropriate for all employees and no employee is entitled to or guaranteed the opportunity to have a flexible work arrangement.



2. An employee's classification, compensation, and benefits will not change if approved for a flexible work arrangement.
3. Generally flexible work arrangements (Remote Work, Flextime, Compressed Workweek) should be considered when:
  - The employee's duties can be fulfilled within the flexible work structure.
  - Flexible work arrangements fit the needs of the department
  - Flexible work arrangements provide for space savings or increased productivity.
  - The employee has demonstrated high performance, and management believes the employee can maintain the expected quantity and quality of work.
  - The department can maintain quality of service for employees and members of the community.
  - The employees work must be of a nature that face-to-face interaction with internal and external customers is minimal, and the employee's tasks can be performed successfully away from the office.
  - The employee consistently communicates effectively with supervisors, co-workers, support staff and citizens.
  - The employee operates computer or other equipment independently, to the degree that will be required to work from their home.
4. Should a conflict arise between two or more employees concerning a flexible work arrangement, the employee's department director/supervisor shall have the final authority to resolve the matter with input from the City Manager.
5. The Flexible Work Arrangement Policy shall apply to all non-represented employees in the City.

#### B. Review

1. Upon approval of a flexible work arrangement, a six-month trial period will apply to assess the impact and effectiveness of the arrangement.
2. After successful completion of the trial period, the work arrangement will be reviewed at least annually thereafter to ensure continued success.
3. The arrangement may be canceled for any reason by management.
4. An employee wishing to change or cancel an alternative work arrangement must obtain written approval from his or her supervisor.

#### C. Remote Work Guidelines - Expectations and Responsibilities of Employees

1. The employee is responsible for maintaining a safe and ergonomic environment during the remote work arrangement.
2. Employees may be called to work at their regular workplace on their regular remote day to meet workload requirements. The supervisor should provide as much advanced notice as possible.
3. Time spent in normal commuting or ordinary travel from the employee's home to the workplace when no work has been performed at multiple locations shall not be considered

as hours worked.

4. The duties, obligations and responsibilities of an employee who works remotely are the same as employees at the centrally located workplace. Employees who work remotely are expected to be working at their home, or other designated location, during their flexible work arrangement.
5. Employees are responsible for maintaining availability, responsiveness and levels of productivity and quality of work at the expected standard while remotely working. Inadequate availability, reduced work production and/or poor or reduced work quality may be cause for modifications or end to remote arrangement.
6. Remote workers who are hourly employees (non-exempt under the Fair Labor Standards Act) are expected to record all hours worked in the City's timekeeping system-miPay. Hourly employees who are approved for an alternate work arrangement must discuss and be approved for any alterations to their schedule or hours with their supervisor in advance. Hourly employees who begin their day working remotely and then commute to the office to continue working (or vice versa) without relieving themselves of their duties for a significant rest period must be paid for travel time. For example, if an hourly employee traveling from a remote site to work stops for fuel on the way, that travel time is compensable. However, if the employee began work at a remote location and travels to work but stopped for fuel and for a doctor's appointment that time may not be compensable. For these reasons hourly employees must have these situations approved by their supervisor in advance.
7. Employees are responsible to provide a stable and sufficient internet connection to be able to complete their work efficiently. Employees are expected to perform due diligence to protect the security of City's data and information and confidentiality while working from home or at an off-site location. Employees should continue to abide to the *City's Information Technology Policies and Standards*.
8. Personal leave such as sick, personal holiday, and vacation that falls on a remote workday should be arranged in the same manner with their manager/supervisor as employees at the centrally located worksite. Flextime shall not be used to extend vacation or holidays.
9. Remote work is not designed to be a replacement for appropriate child/elder care. Although an individual's schedule may be modified on an occasional basis with management approval to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands. Employees are expected to make dependent and childcare arrangements during the time they will be working from home.
10. Employees working remotely must comply with all City of Whitewater policies and procedures concerning the handling of Protected Health Information, as well as computers, internet, and email. It is expected employees fully review and are familiar with City policies to include City of Whitewater Employee Policies, Confidentiality and Ethics Agreement, IT and Social Media Policies and any other applicable computer, network and telecommunication laws, rules and permissions remain in full effect while working remotely.

#### D. Equipment and Supplies

1. Computer and telephone equipment may be provided on a case-by-case basis to employees, by the City, based on availability. Remote access to the City's network may be provided to the employee at the discretion of the IT staff based on the recommendation of the employee's supervisor and Department Head. If the City's remote access system includes Internet access or other services, the employee may only use this access or service in a manner consistent with City policies (see the *City's Information Technology Policies and Standards* for more information).
2. The City will provide routine maintenance and repairs for City equipment only. The City will not provide maintenance or repairs for employee-owned equipment.
3. The City will not pay for or reimburse the employee for any communications charges, including internet access or service, cell phone charges, etc. aside from what is outlined in the cell phone reimbursement policy.
4. Necessary office supplies should be obtained through the normal procurement process. Office furniture will not be provided to employees who telework.
5. Employees who telework are subject to the same city policies regarding the use of City provided equipment, supplies and services as that of employees at the centrally located workplace.

#### E. Liability

1. Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations. Employees agree to practice the same safety protocols they would use in the worksite and to maintain safe conditions in their alternate work locations. In the event of a job-related incident, accident, or injury during telework hours, the employee shall report the incident to their supervisor as soon as possible and follow normal procedures for reporting.
2. Worker's compensation will not apply to non-job-related injuries that occur while teleworking. The employee also remains responsible for injuries to third parties and/or members of the employee's family on the employee's premises.

#### F. Common Council Review

The Common Council will review this Policy one (1) year after adoption to ensure that it remains a positive arrangement for the City of Whitewater and its employees.

### IV. Procedure

#### A. Request for Consideration

1. All non-represented employees of the City shall submit via email a request to their department supervisor/director to work remotely to include:
  - Date range remote work would be effective.
  - Days/times remotely work is requested which shall be during normal business hours.
  - Remote work location (full address)
  - Phone number

B. Approval

1. All flexible work arrangements must be approved by the employee’s supervisor and Department Head prior to implementation. Department Heads are responsible for ensuring flexible work arrangements do not disrupt City operations and level of service(s) provided and that employees are productive and responsive while working. Prior to approval of a flexible work arrangement, supervisors and Department Heads will take into consideration several factors, including but limited to, customer service requirements, equipment availability, employee performance, level of supervision needed, safety and liability concerns, etc.
2. To be approved for a Remote Work arrangement, employees and director/manager must read the outlined Section III Guidelines. All desired Flexible Work Arrangements must be presented to and approved by the employee’s immediate manager in advance.
3. Management shall respond to all email request for Remote Work Arrangements via email and carbon copy Human Resources for proper retention.

V. Reporting

VI. Job Aids – Application on Next Page



Flexible Work Arrangement Application

Instructions: Please complete the form and submit to Human Resources	
Name:	Date:
Department:	Position:
Supervisor:	
Telephone Number - Work:	Telephone Number - Cell:
I. Current Work Schedule:	
II. The requested flexible work arrangements are described as follows (Be specific regarding dates, hours & date range):	
<p>This agreement is subject to the terms and conditions stated in the City of Whitewater Flexible Work Arrangements Policy a copy of which is attached. I have read and understand both the Flexible Work Arrangements Policy and this agreement. I agree to abide by and operate in accordance with the terms and conditions outlined in both documents. I agree that the sole purpose of this agreement is to regulate a flexible work arrangement and it does not constitute an employment contract. I understand that this agreement may be terminated at any time. In the event of a workplace emergency, this agreement may be suspended immediately and indefinitely.</p> <p>This agreement is subject to the employee satisfying the following conditions on a continuing basis:</p> <ul style="list-style-type: none"> <li>• The employee shall perform all job duties at a satisfactory performance level.</li> <li>• The employee's work schedule does not interfere with normal interactions with his/her supervisor, co-workers or customers.</li> <li>• The employee's work schedule does not adversely affect the ability of other City employees to perform their jobs.</li> <li>• The employee will remain accessible to co-workers scheduled to work during the City's traditional business hours.</li> <li>• The employee's paid leave will be earned and used in the same manner as prior to this flexible work arrangement agreement and be subject to all other applicable company leave policies.</li> </ul> <p>If the reason for the remote request is due to a medical condition, documentation must be attached to this form supporting this request. Furthermore, the employee agrees to operate within any work restrictions they might have as a result of their own medical condition.</p> <p>Any software, products, documents, reports or data created as a result of employee's work related activities are owned by the city.</p>	
If applicable, remote work location address:	
Employee Signature:	Date:
Supervisor Signature:	Date:
Department Head Signature (if not supervisor):	Date:



## Flexible Work Arrangement Application

The City Manager has reviewed the flexible work arrangement request and it meets the following criteria and conditions:

- The request fits the needs of the department/division.
- The request fits the needs of the employee.
- Employee has agreed to perform job duties at a satisfactory level.
- The request will not unduly reduce or limit services to the public.

City Manager Approval:

The above named employee has met all of the terms and conditions of the City of Whitewater Flexible Work Arrangements Policy and approval is granted.

\_\_\_\_\_  
City Manager Signature

\_\_\_\_\_  
Date



**Feedback regarding Water/Wastewater Flexible Work Arrangement**

Employee Feedback:

Sara I wanted to take a moment to share with you the benefits our current “summer hours” schedule. We have found this current schedule to be very beneficial to complete equipment maintenance having that extra time in the morning. This schedule has also been quite helpful for the maintenance of the City’s collection system. We have been able to “beat” the morning rush on many of the City’s main roadways to complete our work/sewer cleaning before the bulk of folks are using the roadways. This schedule seems as though it is working well for us.

---

Good Afternoon, Jim just forwarded the email about our working hours. I have no issues with the current hours. And am actually glad we have been able to do this route all year and not just summer.

---

I love the hours! please never change back, more weekend time with Family!!

---

At this time, I am still in favor of the transition to full time Summer Hours. From the standpoint of the Wastewater Utilities operation, I haven’t seen any significant impacts. In general, we have been able to successfully plan around the “short” day on Friday. In the event that we do have a limited notice of need for someone to stay late, staff understand that someone may be asked to “flex” their schedule.

Of course, you can never anticipate when an emergency will occur, so in some instances we have been better to respond because we are here earlier and, in some instances, we have been called in when we “normally” would be in... so in that sense it is kind of a “wash”.

As long as staff continues to be flexible and understanding I think issues that arise can be addressed as needed. So far, I think the staff here at the Wastewater Utility see it as a positive benefit for them, and as long as we continue to be team players I see no issue for not continuing.

---

Our year-round summer hours have been working great with a very few minor issues. My crew, as you are probably are aware, enjoy the scheduled four hours on Friday in order to start their weekend by 10:00 am. Work production has not suffered with the early 6:00 am start time. I have not heard any negative feedback from finance or any other department if they would need to get ahold of the on-call operator especially after 10:00 am on Friday's. If there is any comments any department would like to share with me, please forward them to me.

---

I like the current hrs we are working 6pm-330pm M-Th and 6-10am Friday.

I would love to work 4 10hr days and 3 off days.

6a-4p Mon to Th with 2 15min breaks, person on-call can work Tues to Friday 6am-4pm or have 2 of us do front half of the week and 2 back half of the week (we can rotate schedules every 2-4 weeks). This will help the dept with an extra half hr each day and a full day on Friday.

---

Staff Feedback:

No issues.

---

I’ve heard nothing either way.

---





# Council Agenda Item

Meeting Date:	March 25, 2024
Agenda Item:	PEG Station Analytics and Cost
Staff Contact (name, email, phone):	Taylor Zeinert <a href="mailto:tzeinert@whitewater-wi.gov">tzeinert@whitewater-wi.gov</a> 262-473-0101

## BACKGROUND

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

At the last council meeting (2/20) Council Person Gerber requested the use and cost of the City’s TV Station. The City of Whitewater has a PEG TV Station, also known as channel 990. PEG stands for Public, Education, and Government. This TV station broadcasts all things related to the Public, Education, and Government. This station is run 24/7 365 days a year. The TV station was dormant due to COVID-19 and was re-launched in August of 2023.

Since taking over the Media Services and the re-launch of the TV Station, I have been trying to reach out to Charter to see what the station's analytics are. I have asked our representative from Charter, Chris Crawford, to supply us with Analytics for Channel 990. Chris supplied us with the analytics for the City of Watertown. In an email to Chris, I noted that he sent us Watertown’s analytics and not Whitewater’s analytics. Chris later responded that he should not have sent us analytics and will not do so moving forward. (This email is attached to this memo)

I informed Christ that an elected official had requested this information and he has not gotten back to me with any analytical data.

I reached out to Alan Lockett, the PEG TV Station Manager for Janesville’s PEG Station. He said that Chris also won’t give him analytics; however, Janesville uses YouTube to estimate their analytics. I have attached our equivalent to YouTube, Vimeo, and recent analytics. (The analytics is attached to this memo)

In terms of the cost of the TV Station, I had Rachelle, the Finance Director, supply a spread sheet with the costs. (This spread sheet is attached to this memo)

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

## FINANCIAL IMPACT

(If none, state N/A)

N/A

## STAFF RECOMMENDATION

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N/A

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**ATTACHMENT(S) INCLUDED**

(If none, state N/A)

Emails from Chris Crawford- Spectrum Representative

Vimeo Analytics

Expenses from the Finance Department

---

169.99	Film App
4,599.82	Digicorp
657.50	DVPlay
611.11	Monitor
2,405.00	HPE Server
84.34	Bilingual software
<u>1,212.29</u>	NAS Licensing
9,740.05	
<u>5,195.98</u>	Mobile camcorders, ARPA funds used
14,936.03	

**From:** [Taylor Zeinert](#)  
**To:** [Crawford, Chris R](#)  
**Cc:** [Green, Ernest L](#); [Matthew Gibes](#); [Kyle Grzyb](#); [Rachelle Blitch](#)  
**Subject:** Re: PEG Channel Analytics  
**Date:** Friday, March 22, 2024 2:17:51 PM  
**Attachments:** [image001.png](#)

---

Hello Chris/ Ernie,  
I wanted to reach out to see if you could send over our PEG station's analytics?

Thanks,  
Taylor

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---

**From:** Taylor Zeinert  
**Sent:** Wednesday, March 20, 2024 2:14:28 PM  
**To:** Crawford, Chris R <Chris.Crawford@charter.com>  
**Cc:** Green, Ernest L <Ernest.Green1@charter.com>; Matthew Gibes <mgibes@whitewater-wi.gov>; Kyle Grzyb <kgrzyb@whitewater-wi.gov>; Rachelle Blitch <rblitch@whitewater-wi.gov>  
**Subject:** PEG Channel Analytics

Chris,  
At last night's Common Council meeting a Council member requested that we obtain and provide the governing body the analytics regarding the usage of our PEG station. Would you be able to provide me with any statistical information or general analytics?

Thanks,  
**Taylor Zeinert**  
Chief of Staff and Interim Economic Development Director  
City Manager's Office



312 W. Whitewater St., Whitewater, WI 53190  
262-473-0101 | [tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)  
[www.whitewater-wi.gov](http://www.whitewater-wi.gov)



*Think before you print. Please consider the environment before printing this e-mail.*

**From:** [Crawford, Chris R](#)  
**To:** [Taylor Zeinert](#)  
**Cc:** [Green, Ernest L](#)  
**Subject:** RE: PEG Station Analytics  
**Date:** Thursday, February 8, 2024 2:02:18 PM  
**Attachments:** [image003.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)  
[image011.png](#)

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Hi Taylor,

I reached out to my video team on this. Generally we have no obligation to provide this information for PEG channels and they believe enough information has been provided.

I probably sent more than I should have initially when you asked for viewership data.

At this point I don't think any additional information can be provided.

Let me know if you have additional questions.

Thank You,

**Chris Crawford | Senior Manager – Government Affairs**

**715.301.4074 – Direct | 715.216.4266 – Cell**

[chris.crawford@charter.com](mailto:chris.crawford@charter.com)



**From:** Taylor Zeinert <tzeinert@whitewater-wi.gov>  
**Sent:** Friday, January 26, 2024 7:58 AM  
**To:** Crawford, Chris R <Chris.Crawford@charter.com>  
**Subject:** [EXTERNAL] RE: PEG Station Analytics

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Chris,  
I wanted to follow up to see what the status is.  
Thanks,  
Taylor

**From:** Taylor Zeinert  
**Sent:** Monday, January 22, 2024 9:49 AM  
**To:** Crawford, Chris R <[Chris.Crawford@charter.com](mailto:Chris.Crawford@charter.com)>  
**Subject:** RE: PEG Station Analytics

Chris,  
Additionally, after reviewing the previous analytics I see they are marked for the City of Watertown. We are the City of Whitewater. So if you could send me the analytics from October 2023 that would be great!

Thanks,  
Taylor

**From:** Taylor Zeinert  
**Sent:** Monday, January 22, 2024 9:46 AM  
**To:** Crawford, Chris R <[Chris.Crawford@charter.com](mailto:Chris.Crawford@charter.com)>  
**Subject:** RE: PEG Station Analytics

Chris,  
Would you be able to send me the updated analytics?  
Thanks,  
Taylor

**From:** Crawford, Chris R <[Chris.Crawford@charter.com](mailto:Chris.Crawford@charter.com)>  
**Sent:** Thursday, November 16, 2023 8:56 AM  
**To:** Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>; Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>  
**Subject:** RE: PEG Station Analytics

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

Hi Taylor,

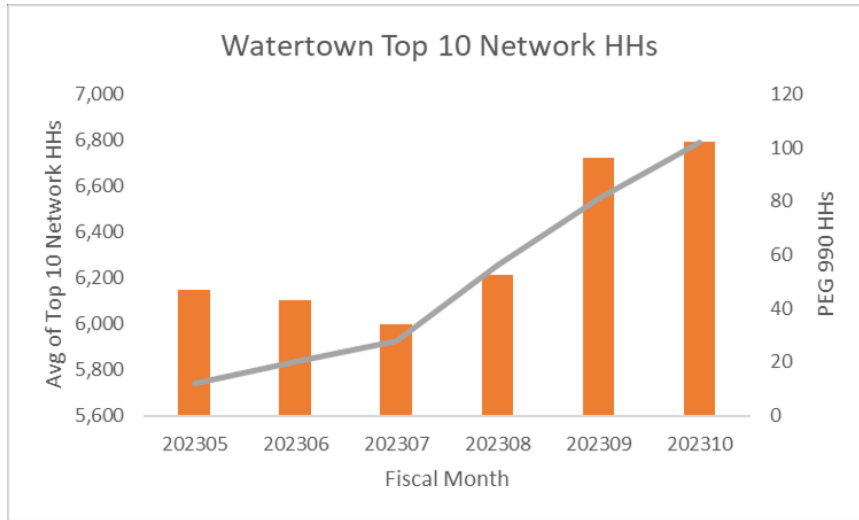
Following up on my voicemail.

Here is the detail I was provided yesterday. Please let me know if you have any questions.

This table shows the household (HH) viewership of channel 990 compared to the top viewed networks in the same areas over a 6 month period:

PEG 990 RELATIVE TO WATERTOWN NETWORKS [LINEAR, ANY TUNES]					
FM	NETWORKS	PEG 990 RANK AMONG NETWORKS (BY HHS)	HH RANK (% NTKWS BELOW)	AVG Top 10 Network HHs	PEG 990 HHS
202305	681	550	19.24%	6,149	12
202306	681	487	28.49%	6,101	20
202307	685	457	33.28%	6,000	28
202308	684	373	45.47%	6,212	56
202309	683	332	51.39%	6,722	81
202310	689	296	57.04%	6,793	102

This graph shows the viewership trend for the top networks (orange bars) & illustrates that the PEG (gray line) followed a similar trend (we saw a pretty large increase in the viewership of the PEG in September/October which was consistent with the increase of viewership of the top 10 networks).



**Chris Crawford | Senior Manager – Government Affairs**  
 715.301.4074 – Direct | 715.216.4266 – Cell  
[chris.crawford@charter.com](mailto:chris.crawford@charter.com)



**From:** Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>  
**Sent:** Thursday, November 16, 2023 8:16 AM  
**To:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>; Crawford, Chris R <[Chris.Crawford@charter.com](mailto:Chris.Crawford@charter.com)>  
**Subject:** RE: PEG Station Analytics

Good morning all,

Chris, can you email or call Taylor to talk through the path to getting this detail, that is if it's available?

Thanks

Ernie

**Ernest Green (Ernie) | Strategic Account Manager (SLED) State & Local Education**  
 Office 414.908.4876 / Cell 414-308-5386  
 1320 N Dr Martin Luther King Dr | Milwaukee, WI 53212-4002  
[Ernest.green1@charter.com](mailto:Ernest.green1@charter.com)

<https://charteruc.webex.com/meet/ernest.green1>





For Technical Support and Billing Questions (ALL Spectrum Enterprise Markets):

888-812-2591

- Enterprise Technical Support- Option 1
- Enterprise Billing and Payments- Option 2
- Feature Change to Existing Service- Option 4

[Enterprise Technical Support Escalations](#)

“Defend Today a Secure Tomorrow”  
[Video: DDoS Protection from Spectrum Enterprise.mp4](#)

**From:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>  
**Sent:** Thursday, November 16, 2023 8:08 AM  
**To:** Crawford, Chris R <[Chris.Crawford@charter.com](mailto:Chris.Crawford@charter.com)>; Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>  
**Subject:** [EXTERNAL] Re: PEG Station Analytics

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Hello,  
I was hoping to connect with someone today about the timeline of which I am to get the analytics for the peg TV station.

Any update is greatly appreciated!  
Thanks,  
Taylor

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**From:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>  
**Sent:** Wednesday, November 15, 2023 11:05:16 AM  
**To:** Crawford, Chris R <[Chris.Crawford@charter.com](mailto:Chris.Crawford@charter.com)>; Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>  
**Subject:** Re: PEG Station Analytics

Hello,  
I wanted to reach out to see if we had a timeline as to when I will receive the analytics for our PEG station.

Thanks,  
Taylor

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**From:** Crawford, Chris R <[Chris.Crawford@charter.com](mailto:Chris.Crawford@charter.com)>  
**Sent:** Tuesday, November 14, 2023 12:43:01 PM  
**To:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>; Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>  
**Subject:** RE: PEG Station Analytics

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Hi Taylor,  
  
I haven't received anything back yet. I will ask for an update.  
  
Thank You,

**Chris Crawford | Senior Manager – Government Affairs**  
715.301.4074 – Direct | 715.216.4266 – Cell  
[chris.crawford@charter.com](mailto:chris.crawford@charter.com)



**From:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>  
**Sent:** Tuesday, November 14, 2023 12:41 PM  
**To:** Crawford, Chris R <[Chris.Crawford@charter.com](mailto:Chris.Crawford@charter.com)>; Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>  
**Subject:** [EXTERNAL] Re: PEG Station Analytics

**CAUTION:** The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Hello all,  
I wanted to follow up to see what the update is.  
Thanks,  
Taylor

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---

**From:** Crawford, Chris R <[Chris.Crawford@charter.com](mailto:Chris.Crawford@charter.com)>  
**Sent:** Tuesday, November 7, 2023 9:38:06 AM  
**To:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>; Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>  
**Subject:** RE: PEG Station Analytics

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Hi Taylor,

The person that handles this was out last week on vacation. He is back this week so I will follow up with him.

Thank You!

**Chris Crawford | Senior Manager – Government Affairs**  
**715.301.4074 – Direct | 715.216.4266 – Cell**  
[chris.crawford@charter.com](mailto:chris.crawford@charter.com)



---

**From:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>  
**Sent:** Tuesday, November 7, 2023 9:28 AM  
**To:** Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>  
**Cc:** Crawford, Chris R <[Chris.Crawford@charter.com](mailto:Chris.Crawford@charter.com)>  
**Subject:** [EXTERNAL] RE: PEG Station Analytics

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Hello Ernie,  
I wanted to follow up to see what the status is on this. I would like to get these analytics ASAP.  
Thanks,  
Taylor

---

**From:** Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>  
**Sent:** Wednesday, November 1, 2023 8:37 AM  
**To:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>  
**Cc:** Crawford, Chris R <[Chris.Crawford@charter.com](mailto:Chris.Crawford@charter.com)>  
**Subject:** RE: PEG Station Analytics

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

Good morning Taylor,

Sent out the email asking the question. Our Gov Affairs team should have feedback over to me today on if Spectrum captures viewer metrics on the channel.

Enjoy the day,

Ernie

**Ernest Green (Ernie) | Strategic Account Manager (SLED) State & Local Education**  
**Office 414.908.4876 / Cell 414-308-5386**  
**1320 N Dr Martin Luther King Dr | Milwaukee, WI 53212-4002**  
[Ernest.green1@charter.com](mailto:Ernest.green1@charter.com)

<https://charteruc.webex.com/meet/ernest.green1>



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**Feature Change to Existing Service- Option 4**

[Enterprise Technical Support Escalations](#)

“Defend Today a Secure Tomorrow”  
[Video: DDoS Protection from Spectrum Enterprise.mp4](#)



---

**From:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>  
**Sent:** Wednesday, November 1, 2023 7:51 AM  
**To:** Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>  
**Subject:** [EXTERNAL] RE: PEG Station Analytics

**CAUTION:** The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Ernie,  
Thank you for your work on this. Do you have a timeline on when I can access this information?  
Thanks,  
Taylor

---

**From:** Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>  
**Sent:** Tuesday, October 31, 2023 4:53 PM  
**To:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>  
**Subject:** RE: PEG Station Analytics

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Hi Taylor,  
  
Thanks for taking my call. I have a call into our Gov affairs team for feedback on your questions.  
  
Ernie

**Ernest Green (Ernie) | Strategic Account Manager (SLED) State & Local Education**  
Office 414.908.4876 / Cell 414-308-5386  
1320 N Dr Martin Luther King Dr | Milwaukee, WI 53212-4002  
[Ernest.green1@charter.com](mailto:Ernest.green1@charter.com)

<https://charteruc.webex.com/meet/ernest.green1>



For Technical Support and Billing Questions (ALL Spectrum Enterprise Markets):

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Enterprise Technical Support- Option 1  
Enterprise Billing and Payments- Option 2  
Feature Change to Existing Service- Option 4

[Enterprise Technical Support Escalations](#)

“Defend Today a Secure Tomorrow”  
[Video: DDoS Protection from Spectrum Enterprise.mp4](#)

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**From:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>  
**Sent:** Tuesday, October 31, 2023 11:26 AM  
**To:** Green, Ernest L <[Ernest.Green1@charter.com](mailto:Ernest.Green1@charter.com)>  
**Subject:** [EXTERNAL] PEG Station Analytics

**CAUTION:** The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.


Ernie,  
I wanted to follow up on the two voicemails I have left. Please let me know when you have time to connect to discuss our PEG Channel analytics.  
Thanks,

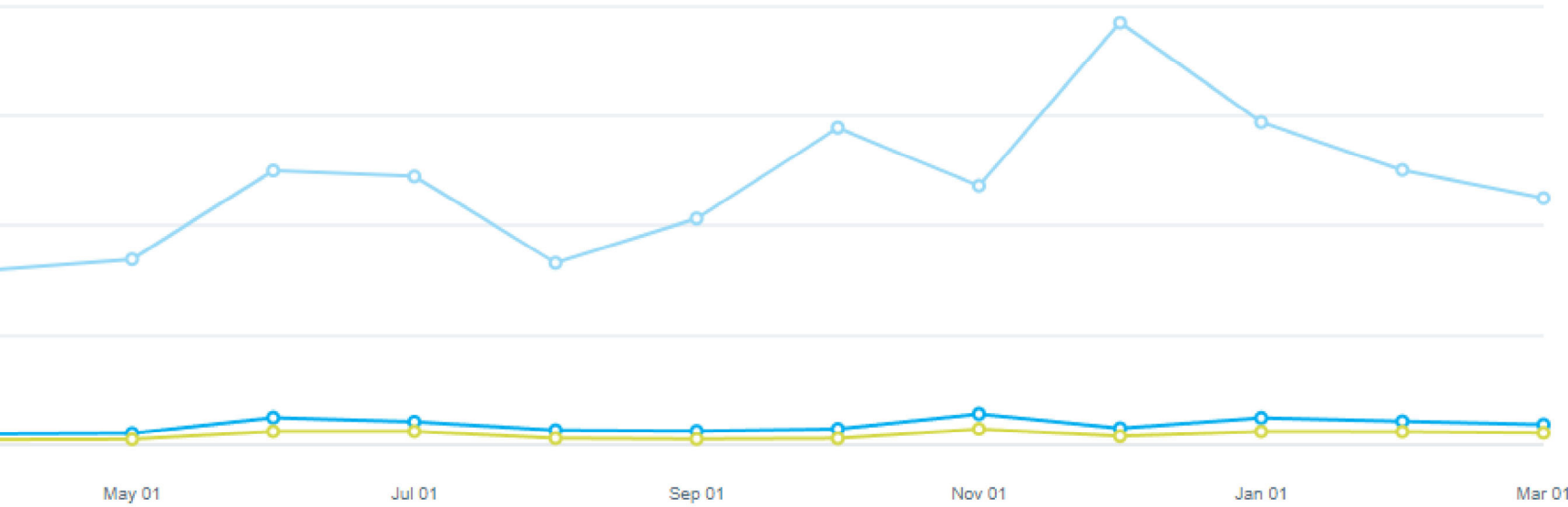
**Taylor Zeinert**  
Chief of Staff  
City Manager’s Office



312 W. Whitewater St., Whitewater, WI 53190  
262-473-0101 | [tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)  
[www.whitewater-wi.gov](http://www.whitewater-wi.gov)

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Views ⓘ

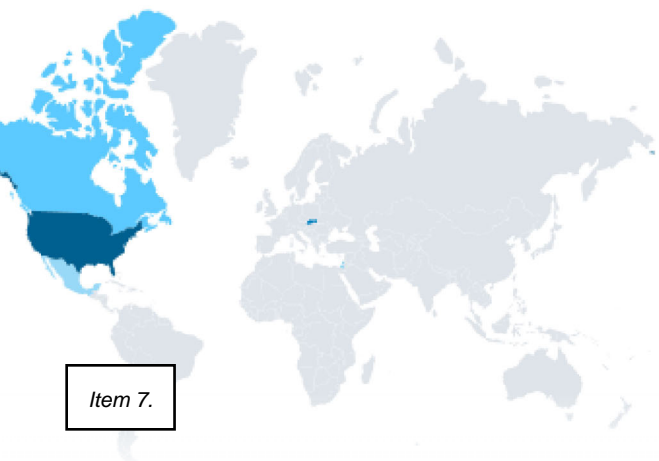
7,570

Impressions ⓘ

102K

Unique viewers ⓘ

3,384



Item 7.

View all region data >

Location	Views
United States	7,346
Slovakia	43
Israel	31
Canada	28
Mexico	14
Other	108

Top sources

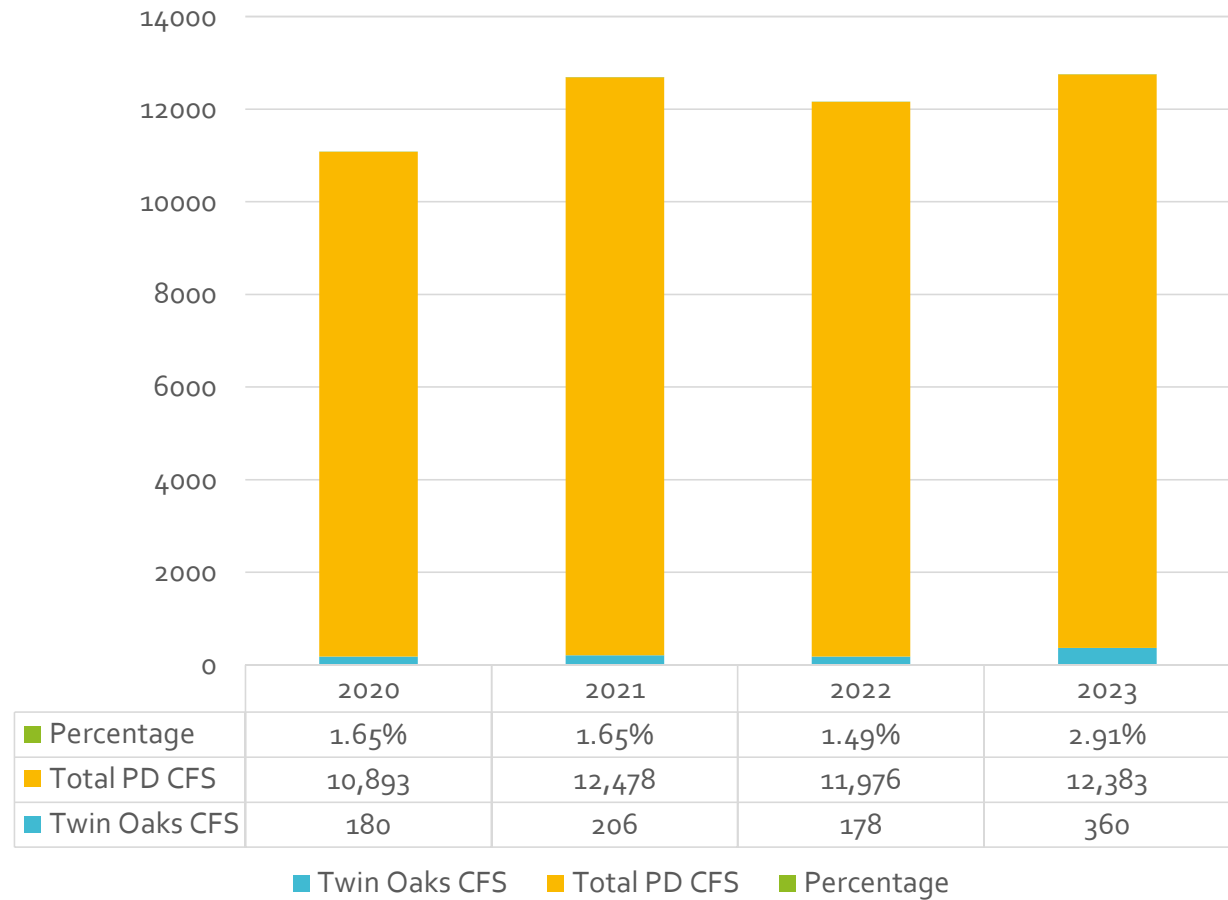
Source	Views
vimeo.com	75
whitewater-wi.municodemeetings.com	
go.boarddocs.com	
whitewaterarts.org	
whitewaterwise.com	
Other	

75

# SPECIAL ASSESSMENT

Approximately  
50% more calls  
for service in  
2023

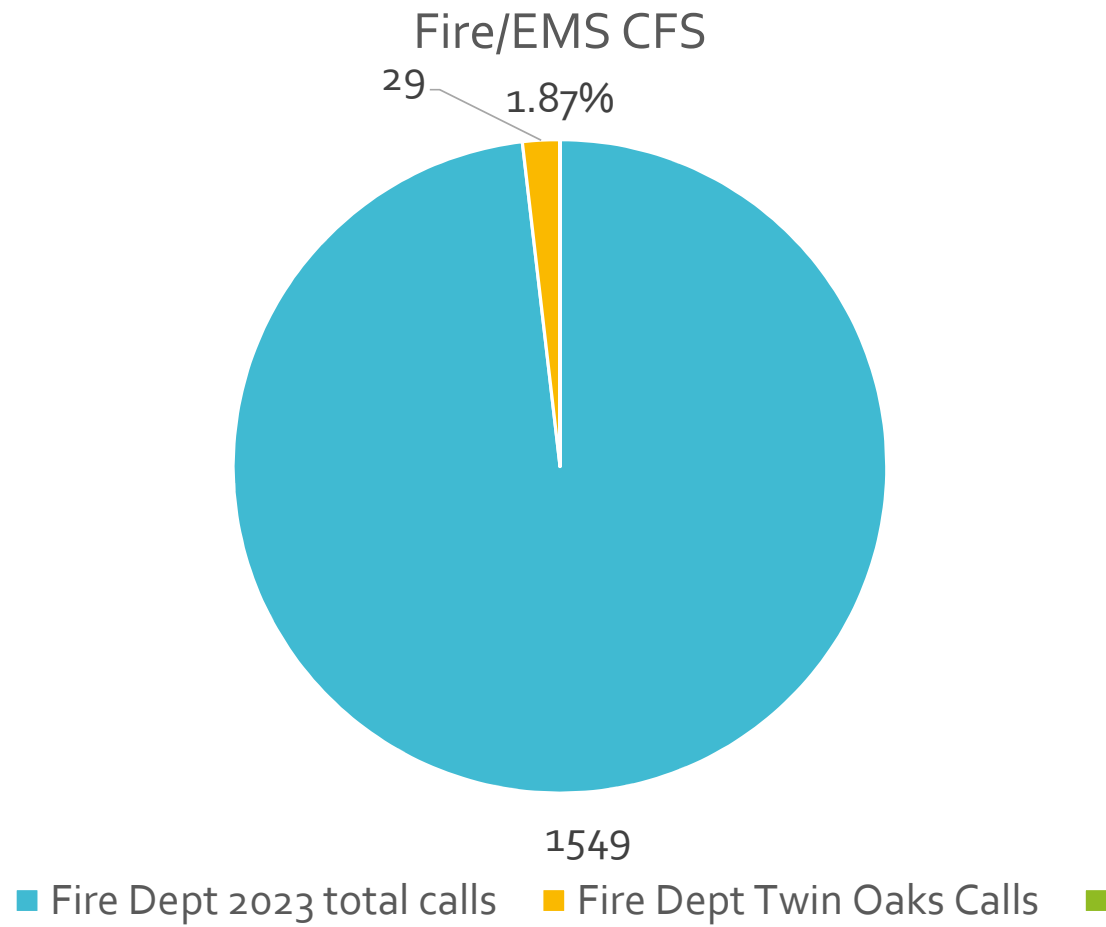
PD CFS vs Twin Oaks CFS



- Approximately 25% of calls to Twin Oaks are ordinance violations and 911 open line, misdial or hang up.
  - Fireworks – 3
  - Towed vehicle – 20 (Parking)
  - Noise complaint – 30
  - 911 open line – 11
  - 911 Misdial – 6
  - 911 Hang up - 19

	Original	Revised	Difference
Twin Oaks CFS	360	271	(89)
Twin Oaks % 2023	2.91%	2.20%	(0.71%)
Total Cost to provide Services	\$119,175.44	\$90,362.08	(\$28,813.36)

Stats for  
Fire/EMS only  
available for  
2023.





Incident Code	Incident Type	# of Calls
671	Hazmat Related Investigation	1
412	Gas Leak	2
321	EMS	22
746	Carbon monoxide detector activation	1
651	Smoke scare	1
622	No incident found	1
424	Carbon monoxide incident	1

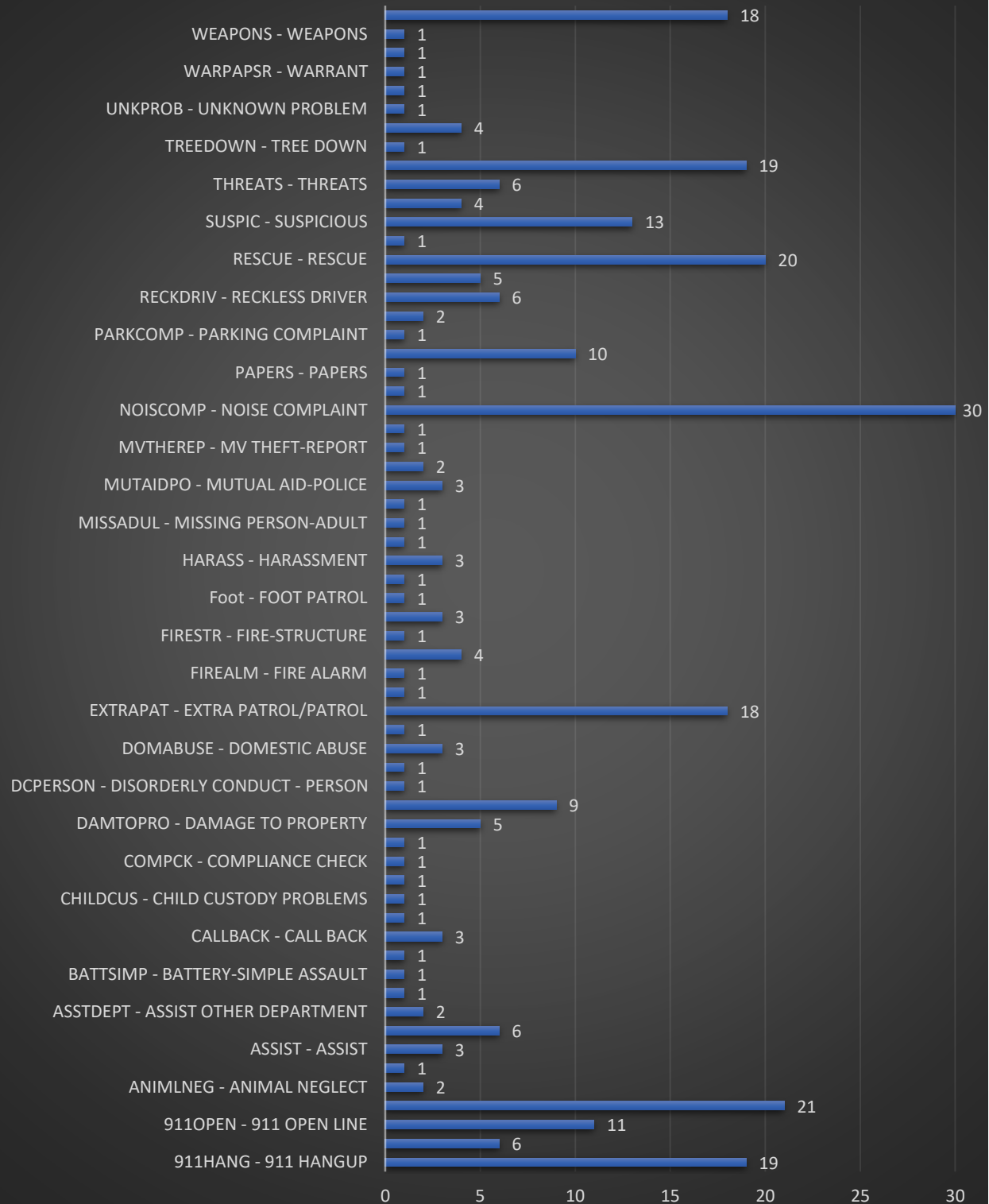
Determining the proportionate share of services for Twin Oaks

	2023
City's Assessed Value	914,459,600
Twin Oaks Total Assessed Value	1,390,800
% Assessed Value	0.001520898
City Tax Rate	0.006700833
<b>Total Taxes for TO</b>	<b>9,319.52</b>
Mobile Home Park Fees	49,313.46
<b>Proportionate Share for TO</b>	<b>8,368.13</b>

Determining the additional costs to provide Police and Fire/EMS services

	<b>2024 Budget</b>
Police Expenses	4,099,304.00
TO % in 2023	2.91%
<b>Total cost to provide police services</b>	<b>119,175.44</b>
Fire/EMS Expenses	1,402,794.00
TO % in 2023	1.87%
<b>Total cost to provide Fire/EMS services</b>	<b>26,262.77</b>
<b>Total % Public Safety Costs Assessed to TO (Less TO Property Tax &amp; Fees Paid)</b>	<b>145,438.20 (58,632.98)</b>
<b>Excess costs eligible to special assessment</b>	<b>86,805.23</b>

## Twin Oaks - Total CFS by Type for 2023



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 27, 2024
Agenda Item:	Appointment to the Walworth County Housing Task Force
Staff Contact (name, email, phone):	John Weidl <a href="mailto:jweidl@whitewater-wi.gov">jweidl@whitewater-wi.gov</a> 262-473-0101

### BACKGROUND

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

The office of Walworth County Economic Development is looking for an elected official to serve on the Walworth County Housing Task Force. It is the hope that this person will best represent the interests of the City of Whitewater. Derek D’Auria, has reached out to Lisa Dawsey- Smith to see if she would be interested in serving. Lisa had noted that she would be happy to represent the body; however, would have to be authorized to represent the body by the body.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

N/A

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

N/A



# Council Agenda Item

Meeting Date:	March 25, 2024
Agenda Item:	RFP for Building Inspector
Staff Contact (name, email, phone):	Taylor Zeinert <a href="mailto:tzeinert@whitewater-wi.gov">tzeinert@whitewater-wi.gov</a> 262-473-0101

## BACKGROUND

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

The City posted an RFP for Building Inspection services. The City has received 2 bids- one from McMahon and one from Municipal Code Enforcement. Both of these bids are attached to this memo for your review.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

## FINANCIAL IMPACT

(If none, state N/A)

Compared to our current contract Municipal Code Enforcement requires a \$100 on all outstanding permits. Outstanding permits are identified that anything our current building inspector has signed off that the new company would have to re-inspect. Once all of the outstanding permits have been re-inspected that \$100 fee goes away.

Compared to our current contract McMahon’s contract is very different. I did reach out to McMahon to see if travel time was accounted for in their cost, and I never received a response from the firm.

## STAFF RECOMMENDATION

Staff recommends that we go with Municipal Code Enforcement. Their contract mirrors our own and staff and the community are already familiar with their staff.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

Both bids from Municipal Code Enforcement and McMahon.

# **Building Inspection Services Request for Proposal**

## ***Letter of Interest***

To Whom it May Concern:

Thank you for taking Municipal Code Enforcement, LLC into consideration for your building inspection needs. We believe our services would be truly beneficial to the City of Whitewater, and our agency would be a great asset to your team.

We are a smaller family owned and operated agency, that has provided building inspection, code enforcement, and zoning services to a variety of municipalities in Southern Wisconsin for many years. We provide reliable services, by dedicated inspectors, who will make it a priority to understand the need within the community. Communication, and prompt response times with residents, builders, architects, developers, and all City of Whitewater staff will be our main priority.

We are looking forward to the opportunity to grow with the City of Whitewater, and provide a valuable service to the city, and its' residents.

Thank you for your careful consideration,

Contact Person:

Allison Schwark

[mcodeenforcement@gmail.com](mailto:mcodeenforcement@gmail.com)

262-249-6701

Mailing Address: P.O. Box 62, Delavan, WI 53115

### ***Demonstrated Experience in Similar Projects***

Please see below each municipality that we currently provide services for, as well as an attached resume for Joe Mesler, Certified Building Inspector.

- Town of Bloomfield
- Town of Delavan
- Town of Geneva
- Town of Linn
- Town of Lyons
- Town of Koshkonong
- City of Elkhorn
- City of Burlington
- City of Mauston
- City of Whitewater
- Village of Sharon
- Village of East Troy
- Village of Yorkville
- Village of Fontana
- Village of Williams Bay
- Village of Bloomfield

## ***Proposal Requirements***

### **1. General information about the firm, staff experience, credentials/certifications, and training. Include experience performing similar work for other municipalities.**

Joe Mesler, lead inspector, has been providing building and zoning services since 1990. MCE's firm consists of three certified building inspectors, several office personnel and administrative staff, and a zoning administrator. Joe Mesler holds a license in the State of Wisconsin as a commercial building inspector, fire detection prevention and suppression inspector, commercial plumbing inspector, UDC plumbing inspector, UDC HVAC inspector, UDC construction inspector, and UDC electrical Inspector. Jon Mesler, building inspector holds a license in the State of Wisconsin as a UDC construction, HVAC, and plumbing inspector. Mike Strongs, building inspector holds a license in the State of Wisconsin as a commercial electrical inspector. Currently MCE provides building and zoning services in six municipalities and is very much looking forward to the opportunity to work with the City of Whitewater.

Joe Mesler License #: 0696021

Jon Mesler License #: 1342202

Mike Strongs License #: 658135

### **3. Inspector availability and methods of contact for the public and City staff.**

Our firm shall be available for all necessary meetings, and office hours. A representative will always be available by phone, or email, and work necessary hours to quickly and efficiently answer all resident questions, respond to requests, and issue all permits.

MCE shall be available for office hours as determined by the City of Whitewater based upon need for service.

### **4. Space, materials, equipment, or equipment access requested from the City.**

We shall provide our own office supplies, but we will need office access on an as-needed basis for meetings with residents, staff, etc. Additionally, we will provide our own vehicles for all services required.

### **5. Inspector compensation (including a proposed schedule of fees) and invoicing, including additional charges to attend meetings or for reimbursables such as mileage.**

Please see attached sample contract.

### **6. Proof Inspector is licensed, bonded, and insured. Inspector shall carry aggregate coverage limit of at least \$1,000,000, and a per occurrence coverage limit of at least \$1,000,000, and a deductible of no more than \$2,500.**

Please see attached proof of insurance.

### **7. Three or more professional references concerning building permit and inspections services provided to Wisconsin communities.**

Please see reference form below.

**8. Proposed contract form.**

Please see attached sample contract.

**Reference Form**

Service Provider: **Municipal Code Enforcement, LLC**

1. Name of Business and Contact: **Town of Geneva, Debra Kirch**

Title of Contact: **Town Clerk/Treasurer**

Telephone Number: **(262) 248-8497** Fax Number: **N/A**

E-Mail Address: **ct@townofgeneva.wi.gov**

2. Name of Business and Contact: **City of Burlington, Megan Watkins**

Title of Contact: **Assistant Administrator**

Telephone Number: **262-342-1161** Fax Number: **N/A**

E-Mail Address: **Megan@burlington-wi.gov**

3. Name of Business and Contact: **Town of Delavan, John Olsen**

Title of Contact: **Town Administrator**

Telephone Number: **(262) 728-3471** Fax Number: **N/A**

E-Mail Address: **admin@townofdelavan.com**

4. Name of Business and Contact: **Village of Bloomfield, Candace Kinsch**

Title of Contact: **Village Clerk**

Telephone Number: **262-279-6039 Ext 1** Fax Number: **N/A**

E-Mail Address: **clerk.kinsch@villageofbloomfield.wi.gov**

5. Name of Business and Contact: **City of Whitewater, Taylor Zeinert**

Title of Contact: **Chief of Staff**

Telephone Number: **262-473-0101** Fax Number: **N/A**

E-Mail Address: **tzeinert@whitewater-wi.gov**

6. Name of Business and Contact: **City of Delavan, T Welsh**

Title of Contact: **Building Inspector**

Telephone Number: **262.728.5585 Ext 119** Fax Number: **N/A**

E-Mail Address: **bldginsp@ci.delavan.wi.us**



**BUILDING INSPECTION SERVICES CONTRACT BETWEEN THE CITY OF  
WHITEWATER AND MUNICIPAL CODE ENFORCEMENT, LLC**

**THIS AGREEMENT** is between the **City of Whitewater, 312 W Whitewater Street, Whitewater, WI, 53190**, (hereinafter “**City**”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, Wisconsin, 53115**, (hereinafter “**MCE**”) as of this **26th** day of **January, 2024**.

**RECITALS:**

**WHEREAS**, the City requires building inspection services; and

**WHEREAS**, MCE maintains an agency that regularly enforces and administers municipal codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of permits; and

**WHEREAS**, the City and MCE desire to contract with each other for such building inspection services as set forth herein, to be provided by MCE to the City; and

**WHEREAS**, the City agrees to compensate MCE at the rate set forth herein for performing these services.

**NOW THEREFORE**, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

**1.) SCOPE OF SERVICES** – MCE agrees to provide the City with the following building inspection services:

- **Meeting Attendance**
  - The Agency shall attend all regularly scheduled Plan Commission, Extraterritorial Zoning, and Staff Plan Review meetings and any additional meetings as may be required by the City.
- **Office Hours**
  - The Agency agrees to maintain office hours as follows:
    - As preferred by the City
- **Personnel**
  - The Agency shall provide State Certified Inspectors to perform all work covered by this contract and shall provide copies of current certifications to the City Clerk on or before January 1 of each contract year.

**2.) DUTIES** – MCE shall perform the building inspection services set out in the Scope of Services above for the City.

**3.) HOURS AND COMPENSATION** – The City shall pay the Agency for the services performed under this Contract as set forth below:

- **Building Inspection Services**
  - **\$2,000 per month.**
  - Residential and Commercial Construction - **Seventy Five percent (75%)** of all Permit Fees collected by the Agency and/or City based on the applicable Building Permit Fee Schedule.
  - \$100 per inspection for open and in-process permits at the time of this contract.

**4.) TERMS OF CONTRACT** – This contract shall begin **January 26, 2024** and end on **December 31, 2024**. This contract shall automatically renew, unless an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year. **This contract shall only be in effect until the City has had an opportunity to pursue the RFP process.**

**5.) DOCUMENTS AND OPEN RECORDS REQUESTS** – All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the City and shall be turned over to the City upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the City of Whitewater within five (5) business days of written request to MCE.

**6.) MONTHLY REPORT** – MCE shall provide the City Administrator with a monthly report containing a summary of its work on City matters for each month of the Contract term for the prior month's work. The report shall be delivered to the City Administrator by the tenth (10<sup>th</sup>) day of each month.

**7.) TERMINATION WITHOUT CAUSE** – Notwithstanding the contract term specified in this contract, both the City and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party.

**8.) TERMINATION WITH CAUSE** – Notwithstanding the contract term specified in this contract, the City of Whitewater shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactory work. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall provide MCE at least thirty (30) days' written notice prior to the date of termination.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the City.

**9.) ASSIGNMENT** – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the City.

**10.) INSURANCE** – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the City Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:

- General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
- Automobile Liability Insurance
- The City of Whitewater shall be named as an additional insured on MCE’s insurance policies, on a primary and noncontributory basis, with subrogation rights against the City waived.

**11.) INDEPENDENT CONTRACTOR** – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the City of Whitewater and shall not be entitled to any benefits enjoyed by employees of the City. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the City while acting within the scope of the services performed under this contract.

**12.) INDEMNIFICATION** – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the City, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the City, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities (“Claims”) alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the mistake, error, omission or negligence of MCE, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE, or by any officer, employee, representative, or agent of MCE. MCE shall have no obligations under this section to the extent that any Claim arises as a result of MCE’s compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the City and lawfully and properly carried out by MCE. If either party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes

and caselaw. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and caselaw.

**13.) APPLICABLE LAW** – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.

**14.) SEVERABILITY** – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.

**15.) ENTIRE AGREEMENT** – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

\_\_\_\_\_  
Allison Schwark, Municipal Code Enforcement, LLC Date

\_\_\_\_\_  
NAME, TITLE Date

ATTEST:

\_\_\_\_\_  
NAME, TITLE Date



[\(http://dsps.wi.gov/\)](http://dsps.wi.gov/)

# Wisconsin Department of Safety and Professional Services

## Credential/Licensing Search

### Trade Search Results

[Return to Search \(1\)](#)

Total Result Count: 3

Credential/License ID	Name	City, State, Zip	Profession	Expiration
70195	<a href="#">MESLER, JOSEPH G (/Trade/SearchResultsSummary?credid=70195&amp;credNameCode=CBI%20%20%20%20)</a>	JANESVILLE WI 53548	Commercial Building Inspector	6/30/2026
70195	<a href="#">MESLER, JOSEPH G (/Trade/SearchResultsSummary?credid=70195&amp;credNameCode=FDP%20%20%20%20)</a>	JANESVILLE WI 53548	Fire Detection, Prevention & Suppression Inspector	6/30/2027
70195	<a href="#">MESLER, JOSEPH G (/Trade/SearchResultsSummary?credid=70195&amp;credNameCode=CPI%20%20%20%20%20%20)</a>	JANESVILLE WI 53548	Commercial Plumbing Inspector	6/30/2024

[Return to Search \(1\)](#)

Division of Professional Credential  
Processing  
4822 Madison Yards Way  
Madison, WI 53705  
Phone: (608) 266-2112  
Fax: (608) 267-0592  
Email: [dpscredtrades@wi.gov](mailto:dpscredtrades@wi.gov)  
Website: [www.dps.wi.gov](http://www.dps.wi.gov)

## Certification, License, or Registration Card

Below you will find your certification, license or registration card. This card serves as an additional piece of documentation of licensure that may be carried on person. To view details about your credential or continuing education log into the eSLA portal where you can view your credential status or use the public lookup to verify the status of your CE.

<b>Wisconsin Department of Safety and Professional Services</b>	
<b>JOSEPH G MESLER</b>	
<b>Credential ID: UDC-069602124</b>	
<b>Certification, License, or Registration Name</b>	<b>Expires:</b>
UDC Plumbing Inspector	2026-06-30
<b>Signature:</b>	

Please review the information on the card. If errors or discrepancies are found, you may contact the Department at 608-266-2112 or email [DPScredTrades@wi.gov](mailto:DPScredTrades@wi.gov), and provide your ID number printed on the card. The Department should be notified of changes in addresses as they occur. Notification of address changes is the responsibility of the credential holder. A renewal notice will be emailed to the email address on file 30, 60, and 90 days before expiration. Before the expiration date of each credential indicated on the card. Renewals are contingent upon compliance with the requirements specified in Wisconsin Administrative Code SPS 305.

Division of Professional Credential  
Processing  
4822 Madison Yards Way  
Madison, WI 53705  
Phone: (608) 266-2112  
Fax: (608) 267-0592  
Email: [dspscredtrades@wi.gov](mailto:dspscredtrades@wi.gov)  
Website: [www.dsps.wi.gov](http://www.dsps.wi.gov)

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<b>Wisconsin Department of Safety and Professional Services</b>	
<b>JOSEPH G MESLER</b>	
<b>Credential ID: UDC-069602122</b>	
<b>Certification, License, or Registration Name</b>	<b>Expires:</b>
UDC Electrical Inspector	2026-06-30
<b>Signature:</b>	

Please review the information on the card. If errors or discrepancies are found, you may contact the Department at 608-266-2112 or email [DSPScredTrades@wi.gov](mailto:DSPScredTrades@wi.gov), and provide your ID number printed on the card. The Department should be notified of changes in addresses as they occur. Notification of address changes is the responsibility of the credential holder. A renewal notice will be emailed to the email address on file 30, 60, and 90 days before expiration. Before the expiration date of each credential indicated on the card. Renewals are contingent upon compliance with the requirements specified in Wisconsin Administrative Code SPS 305.



# CERTIFICATE OF LIABILITY INSURANCE

PROFBUI OP ID: LL

DATE (MM/DD/YYYY)

05/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Glass Insurance Center  
500 Commercial Ct, Ste 500  
P.O. Box 1149  
Lake Geneva, WI 53147-6149  
Glass Insurance Center

CONTACT NAME:		FAX (A/C, No):	
PHONE (A/C, No, Ext):			
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: <b>Acuity</b>			
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

**INSURED** Professional Building Inspections Inc  
Joe Mesler  
PO BOX 255  
Delavan, WI 53115

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I TR	TYPE OF INSURANCE	ADDL INCD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<b>GENERAL LIABILITY</b>			X15352	05/01/2023	05/01/2024	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (If a occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COM/POP AGG \$ <b>2,000,000</b>
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> OCCUR				AGGREGATE \$
			<input type="checkbox"/> CLAIMS-MADE				\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	N/A			OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Building Inspections

**CERTIFICATE HOLDER****CANCELLATION**

City of Burlington  
113 E Chestnut St  
Burlington, WI 53105

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Glass Insurance Center

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ACORD 25 (2010/05)

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# JOSEPH G. MESLER

## WORK EXPERIENCE-RESUME

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**March 2013-present** Town of Lyons Lyons, Wisconsin  
**Dec. 2008-2023** City of Elkhorn Elkhorn, Wisconsin  
**Dec 2005-present** Town of Linn Zenda, Wisconsin  
**Dec 2005-present** Town of Bloomfield Pell Lake, Wisconsin  
**Feb 2006-present** Town of Geneva Lk Geneva, Wisconsin  
**Feb. 1997-2019** Town of Darien Darien, Wisconsin  
*Building Inspector*

**Feb. 1990-July 2006** City of Delavan Delavan, Wisconsin  
*Building & Zoning Administrator*

**Dec. 1997-2002** Village of Darien Darien, Wisconsin  
*Plumbing/ Zoning Administrator*

**Feb. 1989-Feb. 1990** Community Action, Inc. Janesville, Wisconsin  
*Energy Auditor*

**1982-Feb 1988** Owned Company  
*general contractor*

## EDUCATION

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**March 2003** **Certified Level 1 Mold Assessor**  
From American Society of Home Inspectors

**Dec. 1998** **Certified Home Inspector**  
#486-106 with Dept. of Registration and Licensing

**Sept. 1987** **Certified Inspector**  
#70195 with Dept. of Commerce-seven licenses  
UDC Construction, UDC HVAC, UDC Electric,  
UDC Plumbing, Commercial, Fire Prevention &  
Suppression, Commercial Plumbing

**Sept. 1984** **Tarrant County Junior College** Hurst, Texas  
Engineering Classes

**May 1982** **Madison Area Technical College** Madison, Wisconsin  
Graduated – Degree in Architecture, with honors

- One (1) case (Tenant vs. Landlord)
- Represented Tenant
- Won case

**Godfrey, Libsly, Blackburn, & Howarth**

- Attorney Mara Spring, Kim Howarth
  - Three (3) cases (Homeowner vs. contractor)
  - Represented Homeowner in all 3
- Two (2) cases settled out of court, One case lost

**Wassel, Havery, Schuck Law Firm**

- Attorney Brian Schuck
- Two (2) cases (Tenant vs. City of Delavan) (Tenant vs. Village of Darien)
- Still pending



**REQUEST FOR PROPOSAL**

**BUILDING INSPECTION SERVICES**

Issued February 21, 2024



Neighborhood Services  
312 W Whitewater Street  
PO Box 178  
Whitewater WI 53190

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[www.whitewater-wi.gov](http://www.whitewater-wi.gov)  
Telephone:(262) 473-0101  
Fax: (262) 473-0549

## **Request for Proposals (RFP) Building Inspection Services**

The City of Whitewater is seeking a qualified and experienced building inspection firm to administer and enforce the Municipal Code of the City of Whitewater, along with applicable State codes. This RFP outlines the requirements and expectations for interested parties to submit their proposals.

### **Scope of Services**

The City of Whitewater has issued this Request for Proposals for Building Inspection services. The proposal shall address all Building Inspector duties, including but not limited to the following:

1. Conduct plan examinations and inspections in accordance with the Municipal Code and State regulations.
2. Perform inspections in the areas of construction, energy, heating, ventilating, air conditioning, electrical, plumbing and other incidental duties required by the City.
3. Maintain appropriate municipal records, as per Wisconsin State Statutes, including inspection and financial records.
4. Assist the City in ensuring compliance by issuing noncompliance orders and appearing as a witness during legal proceedings.
5. Be available for meetings with the public and City Staff, respond to inquiries and maintain regular office hours.

### **Qualifications**

1. The Contractor or its authorized representative must be certified by the State of Wisconsin in UDC-Building, Electrical, HVAC, Plumbing, as well as Commercial Building, Plumbing Electric, and HVAC.
2. Maintain current Wisconsin Licenses for Building Inspections.
3. Provide a vehicle for inspections along with fuel and auto insurance.

### **Relationship and Administrative Coordination**

The relationship between the contractor and the City of Whitewater shall be that of independent contractors. No employee benefits will be provided by the City. The contractor will provide systems support and administrative coordination, including specified office hours and availability for inspections and administrative duties. The Contractor shall be entitled to services of the City Attorney as per Wisconsin Statutes 62.115.

### **Compensation**

The proposal shall explain the type of compensation desired by the Inspector- compensation based upon a percentage of the established inspection fee amount, hourly rate or fixed dollar amount per inspection. If the charge is per inspection, examples of the required inspections should be included. Any costs for specific activities that will be billed in addition to the fee, such as mileage and other ancillary costs shall be included in the final cost estimate.

The City will award the contract to the most responsive and responsible Contractor after all factors are considered through scoring the proposals. The City reserves the right to waive any informalities or to reject and or all proposals to award the contract to the Contractor, who in the judgment of the City, will best serve the interests of the Community.

### **Submission of Proposals**

The evaluation and selection of a qualified Building Inspector and the contract will be based on the information submitted in the vendor's proposal and any other required material. A response may be rejected if it fails to meet each of the requirements of the RFP.

Proposals are due to the City of Whitewater, City Clerk (312 W Whitewater Street, Whitewater, WI 53190) on **March 12, 2024** at 4:00 p.m. Please provide three (3) hard copies of the proposal and one electronic version. Please submit the following forms, completed and signed as required, with your proposal:

1. General Information about the contractor, firm, staff experience, credentials/certifications, and training.
2. Inspection summary reports (provide examples).
3. Inspector availability and methods of contact for the public and City staff.
4. Provide requirements for office space, materials, equipment, or equipment access requested from the City.

5. Inspector compensation (including a proposed schedule of fees) and invoicing, including additional charges to attend meetings or for reimbursables such as mileage.
6. Proof Inspector is licensed, bonded, and insured. Inspector shall carry aggregate coverage limit of at least \$1,000,000, and a per occurrence coverage limit of at least \$1,000,000, and a deductible of no more than \$2,500.
7. Three or more professional references, including contact names, addresses, and telephone numbers.
8. Proposed contract form.

The Common Council will review the Proposals on March 19, 2024 for their approval. It is the City's intent to have a signed contract with a Contractor as soon as possible in order for the Contractor to help the City meet their needs.

### **Selection Criteria**

The City reserves the right to accept or reject and or all proposals, or any part thereof, and to accept the offer considered most advantages the City. Requests for Proposals does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals in anticipation of a contract. The City of Whitewater reserves the right to select any proposal based on the following criteria:

1. Qualifications and experience of the firm on successful related work.
2. Experience and familiarity working with communities of the same size and region
3. The firm adheres to the instructions in this Request for Proposal on preparing and submitting the proposal.
4. The firm submits a copy of its licenses, bonds and insurance.
5. Overall qualifications, experience, and competence of staff.
6. Experience working with the public.
7. Proposed compensation for services.
8. Reference checks.

### **Contact Person**

Questions about the RFP should be directed to Taylor Zeinert, Interim Economic Development Director, phone 262-473-0101 or tzeinert@whitewater-wi.gov.

### **Non-Discrimination Statement**

The City of Whitewater does not discriminate on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

### **Contract**

No contract shall be in effect until the City executes a signed contract agreement.

## Building Inspection Services

Prepared for the



March 7, 2024

Prepared By  
Kevin Kloehn, Public Safety Specialist  
Jeffrey R. Roemer, Public Safety Manager

**McMAHON**  
ENGINEERS ARCHITECTS

Building Inspection Services

Prepared for the



WALWORTH AND JEFFERSON COUNTY | WISCONSIN

Prepared By  
McMahon Associates, Inc. | NEENAH, WISCONSIN  
March 7, 2024

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- Attachments:
- Sample Agreement
  - GTC's
  - Fee Schedule
  - Reimbursable Expenses
  - Inspection information: License, Reports and Forms







March 7, 2024

City of Whitewater  
Attn: Heather Boehm, City Clerk  
312 W. Whitewater Street  
Whitewater, WI 53190

Dear Ms. Boehm,

We are pleased to submit a proposal for Building Inspection Services for the City of Whitewater. Our teams' passion for Public Safety and working with Building Inspections provides the basis for our interest in submitting this proposal. McMahon Associates, Inc. (McMahon) is ready to work with the City of Whitewater by providing building inspections, permitting, guidance, and recommendations. Municipal Consulting projects have become a major focus for McMahon. Similar work in the past has included communities such as the Cities of Kaukauna and Pewaukee, Town of Clayton, and Villages of Allouez, Little Chute, and Bear Creek.

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.

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 920-419-8950 or by email at [kkloehn@mcmgrp.com](mailto:kkloehn@mcmgrp.com). We look forward to working with you on this important project!

Respectfully,  
McMahon Associates, Inc.

Kevin Kloehn  
Public Safety Team Leader

Jeffrey R. Roemer  
Public Safety Manager

JRR:kmh

## Qualifications

McMahon provides building inspection services that are professional, and compliant with state and national building codes. Our consultants have served the inspection needs of municipalities throughout Wisconsin and remain very active with several building inspection organizations including:

- The Southeast Wisconsin Building Officials Association
- The National Fire Protection Association
- The International Code Council.

Our consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, human resources, economics, and standards.

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 Inspection Department's 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 of the project.
- A work plan that is comprehensive, well designed, practical, and provides for ample 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 perform Building Inspection Consulting Services 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 Inspection Department and City Administration.

## **Practical Recommendations**

Our ultimate goal is to provide you with recommendations that can be used now, and in the future, to improve the efficiency and effectiveness of the Building Inspection Department during this transition. These recommendations are based on industry 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 the Inspection Department and the City of Whitewater Administration.

## **Project Kickoff**

Initial meetings will be held with the municipal project team to review the duties and responsibilities of McMahon during the term of this project.

## **Management Team**

The McMahon team will consist of the Project Manager and the Inspection Team. They will meet initially to organize and plan the communications structure, the daily, weekly, and monthly work plan. This will be utilized to improve the effectiveness of current building inspection operations and administration and provide effective and efficient recommendations for the future.

## **Reporting**

A management summary report will be provided to the Inspection Department monthly. This report will outline the building inspector consulting services, activities, and actions that have taken place during this project.

## **Availability**

Project team members are available throughout the duration of the project. There will be scheduled office time weekly. A Project Team member will need to utilize office space, have access to a phone, computer, and client software to support internal and external requests from customers while on site.

## **Administration**

McMahon will manage the department inspection plan, goals, standards of performance, and strategic planning for the future of the department.

## **Mentoring**

McMahon will assist and coach new personnel with day-to-day and long-term transition decisions and planning, if needed.

## **Compliance**

McMahon will assist the City of Whitewater in maintaining compliance with all current administrative rules and applicable standards, along with current departmental practices to ensure compliance with relevant legal guidelines and standards.

## Project Fee / Schedule

### **Project Fee**

McMahon Associates, Inc. proposes to provide the Scope of Services described in this Proposal for the Building Inspection Services as follows:

*Time & Expense estimated at:            \$2,500 - \$4,500 per month*

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 November 10, 2023, which will be incorporated into the Agreement.

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. The client's inspection needs will dictate the weekly schedule.

## Project Team / Resumes

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 ensure that the client receives the best possible combination of professional attention.

Kevin K. Kloehn - Public Safety Specialist

Kevin will serve as Project Manager and will be the key contact throughout the project. He will oversee, direct, coordinate and supervise all work that is done on the project. He will also be responsible for the content and quality of the project and ensure that the project is completed according to the timeline established. Kevin has over 31 years of experience in the Fire, Emergency Medical, and Emergency Management field. He worked as a Fire Chief of a consolidated fire department in Wisconsin. Before his position as Fire Chief, he worked as a Shift Commander/Battalion Chief, Captain, and Driver. Prior to becoming a career Fire Chief, Kevin worked as a Fire Chief for a Volunteer Department for 8 years in which he consolidated two (2) Fire Departments within a Community. Kevin has experience on two (2) major Consolidation Projects, Strategic Planning, Emergency Operations Planning, and developing Training Plans for new Firefighters.

Kevin I. Bierce – Senior Public Safety Specialist

Kevin has been the Fire Chief for the City of Pewaukee Fire Department since 2008 where he oversees all emergency operations. Prior to becoming Chief, he worked in various positions to include Assistant Chief, Division Chief of Prevention, Captain, and Lieutenant. As Division Chief of Inspections, Kevin worked to combine the building inspection department of two communities under the authority of the Fire Department to create the Building Services Division overseeing building, zoning, and plan review of all structures in the Village and City of Pewaukee. He is a licensed building official and serves by appointment of the Governor of Wisconsin on the Wisconsin Commercial Building Code Council, responsible for the oversight and review of the Wisconsin Building Codes.

Charles M. Dwyer – Public Safety Specialist

Charlie will act as commercial electric inspector. He has over 40 years of commercial, residential, and industrial electrical experience, plus 20 years' experience as an inspector.

Mark Jorgensen - Public Safety Specialist

Mark will serve as a commercial electrical engineer. He has over 30 years as a Master Electrician. He specializes as a Master Electrician, blueprint reading and mechanical aptitude.

Randy Romens – Public Safety Specialist

Randy is currently a full time building, HVAC and plumbing inspector for the City of Pewaukee. His experience as a Master Plumber and business owner has helped to strengthen our building inspection capabilities and services.

Jeffrey R. Roemer – Public Safety Manager

Jeff will assist the Project Team with review of project specific information and processes as well as advise on findings and recommendations. He has over 35 years of experience in public safety and is currently Public Safety Manager of the Public Safety & Municipal Management Group for McMahan. 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.

### VILLAGE OF ALLOUEZ

Trevor Fuller, Director of Planning and Community Development  
1900 Libel Street  
Green Bay, WI 54301  
920-448-2800

### VILLAGE OF GREENVILLE

Michael Brown, Community & Economic Development Director  
W6860 Parkview Drive  
Greenville, WI 54942

### VILLAGE OF LITTLE CHUTE

Dave Kittel  
108 W. Main Street  
Little Chute, WI 54140  
(920) 422-5801

### CITY OF KAUKAUNA

Anthony Penterman, Mayor  
144 W. 2<sup>nd</sup> Street  
Kaukauna WI 54130  
(920) 766-6310

### TOWN OF CLAYTON

Kelly Wisnefske, Town Administrator  
8348 County Road T  
Larsen, WI 54947  
(920) 836-2007

### VILLAGE OF BEAR CREEK

Chris Wenner, Village President  
109 Prospect Street  
Bear Creek, WI 54922  
(715) 752- 4356

### CITY OF PEWAUKEE

Kelley Woldanski, Director of People and Culture  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072  
262-691-6028



# AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF WHITEWATER  
Attn: Heather Boehm, City Clerk  
312 West Whitewater Street  
Whitewater, WI 53190

DATE: March 7, 2024  
McM. No.

## PROJECT DESCRIPTION

McMahon will perform inspection services for the City of Whitewater as outlined in the Proposal dated March 8, 2024

## SCOPE OF SERVICES

- **Project Kickoff** - Initial meetings will be held with the municipal project team to review the duties and responsibilities of McMahon during the term of this project.
- **Management Team** - The McMahon team will consist of the Project Manager and the Inspection Team. They will meet initially to organize and plan the communications structure, the daily, weekly, and monthly work plan. This will be utilized to improve the effectiveness of current building inspection operations and administration and provide effective and efficient recommendations for the future.
- **Reporting** - A management summary report will be provided to the Inspection Department monthly. This report will outline the building inspector consulting services, activities and actions that have taken place during this project.
- **Availability** - Project team members are available throughout the duration of the project. There will be scheduled office time weekly. Project team members will need to utilize office space, have access to a phone, computer, and client software to support internal and external requests from customers while on site.
- **Administration** - McMahon will manage the department inspection plan, goals, standards of performance, and strategic planning for the future of the department.
- **Mentoring** - McMahon will assist and coach new personnel with day-to-day and long-term transition decisions and planning, if needed.
- **Compliance** - McMahon will assist the City of Whitewater in maintaining compliance with all current administrative rules and applicable standards, along with current departmental practices to ensure compliance with relevant legal guidelines and standards.

## ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- Plan Review
- Collecting Permit Fees

**SPECIAL TERMS** (Refer also to General Terms & Conditions, attached)

The Client agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon.

- A single source contact with whom all communication is to occur.

**COMPENSATION**

McMahon agrees to provide the Scope of Services described above for the following compensation:

Time and Expense Estimate (Billed monthly)     \$2,500 - \$4,500 per month

**COMPLETION SCHEDULE**

McMahon agrees to this project as follows:

Begin Inspection Services immediately upon award.

**ACCEPTANCE**

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

**CITY OF WHITEWATER**

312 W. Whitewater Street  
Whitewater, WI 53190

**McMAHON ASSOCIATES, INC.**

1445 McMahon Drive | PO Box 1025  
Neenah, WI 54956 | 54957-1025  
920.751.4200 | MGMGRP.COM

\_\_\_\_\_

*Authorized Signature*

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Name/Title

Attachments:    General Terms and Conditions  
                      Fee Schedule  
                      Reimbursable Schedule



**1. STANDARD OF CARE**

- 1.1 **Services:** McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 **Client's Representative:** McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 **Warranty, Guarantees, Terms and Conditions:** McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**2. PAYMENT AND COMPENSATION**

- 2.1 **Invoices:** McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 **Reimbursables:** Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 **Changes:** The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 **Delays and Uncontrollable Forces:** Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

**3. INSURANCE**

- 3.1 **Limits:** McMahon will maintain insurance coverage in the following amounts:  
 Worker's Compensation .....Statutory  
 General Liability  
     Bodily Injury - Per Incident/Annual Aggregate .....\$1,000,000 / \$2,000,000  
 Automobile Liability  
     Bodily Injury .....\$1,000,000  
     Property Damage .....\$1,000,000  
 Professional Liability Coverage .....\$2,000,000  
  
 If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client. McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.
- 3.2 **Additional Insureds:** To the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.  
  
 To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

**4. CLAIMS AND DISPUTES**

- 4.1 **General:** In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 **Mediation:** If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 **Binding Dispute Resolution:** If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

## 5. TERMINATION OR SUSPENSION

- 5.1 **Client:** Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 **McMahon:** If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 **Suspension for Non-Payment:** McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

## 6. COPYRIGHTS AND LICENSES

- 6.1 **Instruments of Service:** McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 **Licenses:** McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 **Re-use:** Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

## 7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 **Modifications:** This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 **Governing Law:** This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 **Mutual Non-Assignment:** The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 **Severability:** The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 **Third Party:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

## 8. MISCELLANEOUS PROVISIONS

- 8.1 **Additional Client Services:** The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 **Means and Methods:** McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 **Purchase Orders:** In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 **Project Maintenance:** The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 **Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 **Corporate Protection:** It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 **Contingency:** McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 **Project Costs Associated with Agency Plan Review:** McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 **Hazardous Materials:** McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 **Climate:** Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



## FEE SCHEDULE | 2024

McMahon Associates, Inc.

Effective: 01/01/2024

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN  
CORPORATE HEADQUARTERS

Street Address:  
1445 McMAHON DRIVE  
NEENAH, WI 54956

Mailing Address:  
P.O. BOX 1025  
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM  
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD  
MACHESNEY PARK, IL 61115  
Ph 815.636.9590 | Fax 815.636.9591  
Email: MCMAHON@MCMGRP.NET  
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2  
VALPARAISO, IN 46385  
Ph 219.462.7743 | Fax 219.464.8248  
Email: MCM@MCMGRP-IN.COM  
Web: WWW.MCMGRP.COM

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$205.00
Senior Project Manager	\$205.00
Project Manager	\$145.00 - \$195.00
Senior Engineer	\$185.00 - \$195.00
Engineer	\$105.00 - \$175.00
Senior Engineering Technician	\$135.00 - \$145.00
Engineering Technician	\$75.00 - \$125.00
Senior Architect	\$170.00 - \$190.00
Architect	\$145.00 - \$165.00
Senior Designer	\$120.00 - \$140.00
Designer	\$90.00 - \$110.00
Senior Land Surveyor	\$130.00 - \$170.00
Land Surveyor	\$120.00
Land Surveyor Technician	\$85.00 - \$105.00
Surveyor Apprentice	\$70.00
Erosion Control Technician	\$90.00
Senior Hydrogeologist	\$205.00
Senior Ecologist	\$195.00
Environmental Scientist	\$100.00 - \$115.00
Senior G.I.S. Analyst	\$170.00
G.I.S. Analyst	\$95.00 - \$115.00
Wetland Delineator	\$115.00
Senior Public Management Specialist	\$160.00
Public Management Specialist	\$130.00
Senior Public Safety Specialist	\$160.00
Public Safety Specialist	\$130.00
Building Inspector Specialist	\$130.00
Water / Wastewater Specialist	\$105.00 - \$135.00
Senior On-Site Project Representative	\$120.00
On-Site Project Representative	\$60.00 - \$105.00
K-12 Administrative Specialist	\$125.00
State Plan Reviewer	\$145.00
Certified Grant Specialist	\$145.00
Graphic Designer	\$110.00
Senior Administrative Assistant	\$95.00 - \$105.00
Administrative Assistant	\$85.00
Intern	\$45.00 - \$70.00
Professional Witness Services	\$370.00

**REIMBURSABLE EXPENSE SCHEDULE \* | 2024**

McMahon Associates, Inc.

Effective: 01/01/2024

DESCRIPTION	RATE
<b>REIMBURSABLE EXPENSES:</b>	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00
<b>REIMBURSABLE UNITS:</b>	
Copy Charges - Black & White	\$0.08/Image
Copy Charges - Color / 8½" x 11"	\$0.45/Image
Copy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.75/Mile
Mileage - Truck/Van	\$1.05/Mile
All-Terrain Vehicle	\$100.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.80/Each
Survey Paint	\$6.00/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.50/Each
Survey Rebars - ½"	\$3.00/Each
Survey Iron Pipe - 1"	\$4.50/Each
Survey Steel Fence Post - 1"	\$7.75/Each
Control Spikes	\$1.75/Each

NEENAH, WISCONSIN  
CORPORATE HEADQUARTERS

Street Address:  
1445 McMAHON DRIVE  
NEENAH, WI 54956

Mailing Address:  
P.O. BOX 1025  
NEENAH, WI 54957-1025  
Ph 920.751.4200 | Fax 920.751.4284  
Email: MCM@MCMGRP.COM  
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD  
MACHESNEY PARK, IL 61115  
Ph 815.636.9590 | Fax 815.636.9591  
Email: MCM@MCMGRP.NET  
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2  
VALPARAISO, IN 46385  
Ph 219.462.7743 | Fax 219.464.8248  
Email: MCM@MCMGRP-IN.COM  
Web: WWW.MCMGRP.COM

\* This schedule is not all inclusive.

Inspectors for McMahon Associates, Inc.

<b>Inspector</b>	<b>Type</b>	<b>License Number</b>
McMahon Associates, Inc.		
Kevin Bierce	Commercial	71655
Randy Romens	UDC, HVAC, Commercial Plumbing	225608
Dick Biese	Commercial Plumbing	262866
Charlie Dwyer	Commercial Electrical	170107
Dave Vander Velden	UDC	17158
Mark Jorgensen	Commercial Electrical	247625
Brett Jensen	UDC	650771











## Common Council Agenda Item

Meeting Date:	April 4, 2024
Agenda Item:	Air Sock replacement in lap pool area of WAFC
Staff Contact (name, email, phone):	Kevin Boehm, <a href="mailto:kboehm@whitewater-wi.gov">kboehm@whitewater-wi.gov</a> , 262-473-0122

### BACKGROUND

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

The air sock in the lap pool is an integral component of the air handling system for the pool facility. The current air sock is original and has exceeded its expected life span and the component cannot be repaired much longer. A replacement is needed. Staff contacted the following vendors for quotes: ADC Tubes, Hatcher and Associates, Glacier Group, King Bag and Manufacturing and Vyron Corporation. We received 2 quotes back: Vyron Corporation in the amount of \$17,850 and Hatcher and Associates for \$12,655.00.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

March 20, 2024 Park Board approved the action and recommended to take to Common Council on April 4, 2024 for council approval.

### FINANCIAL IMPACT

(If none, state N/A)

\$12,655.00 from WAFC capital equipment budget

### STAFF RECOMMENDATION

I recommend purchasing the product from Hatcher and Associates for \$12,655.00. This product is a direct replacement of the current air sock and doesn't need new hardware or hanging system.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Vyron Corporation.pdf
2. Hatchell and Associates



Hatchell & Associates, Inc  
 414 W Fullerton Ave  
 Elmhurst, IL 60126-1403

**QUOTATION  
 REVISED**

Phone: (630)833-3838  
 Email: [bids@hatchell.com](mailto:bids@hatchell.com)

TO: ALL BIDDERS

PROJECT #: Family Aquatic Center

LOCATION:	Whitewater - Wisconsin	ESTIMATOR:		
BID DATE:	3/1/2024	PLAN DATE:	12/8/2000	ADDENDUM:
PROJECT:	31626	PROPOSAL:	16360	REVISION: 1
ENGINEER:	OOT			

**AIR DISTRIBUTION CONCEPTS**

Qty	Model	Description	
1	LOT	FABRIC DUCT WORK ANTIMICROBIAL POLYESTER: (GRAY, BLACK, WHITE, DK GREEN, MED BLUE, TAN, RED, ) <ul style="list-style-type: none"> <li>(306) 36" DIAMETER AIR DIFFUSER</li> <li>(6) 36" DIAMETER 90 DEGREE ELBOW</li> <li>(102) WHITE PLASTIC GLIDERS</li> <li>(1) INTERNAL END CAP</li> <li>(306) SPECIAL AIR JET PUNCH</li> <li>(15) 6"-36" DIAMETER ZIPPER CONNECTION</li> </ul>	
		HARDWARE: <ul style="list-style-type: none"> <li>(2) 36"-48" WORM GEAR BAND</li> </ul>	
		<b>TOTAL NET DELIVERED</b>	<b>\$12,655.00</b>

Sincerely,

Kevin Hatchell

**Terms and Conditions**

- This Quotation EXCLUDES all applicable taxes and retention, unless otherwise noted
- This Quotation EXCLUDES Attic Stock and Spare Parts, unless otherwise noted
- Seismic Certification Equipment Supports/Restraints are excluded from our proposal unless otherwise noted
- This Quotation is based on the materials as shown above
- This Quotation is valid for 30 (thirty) days from above date
- Terms and Conditions are subject to change without prior notice
- Prices are subject to Hatchell & Associates, Inc. terms and conditions located @ <https://www.hatchell.com>



**From:** [Dan Buckingham](#)  
**To:** [Kevin Boehm](#)  
**Subject:** Fwd: Whitewater aquatic  
**Date:** Friday, March 1, 2024 11:01:07 AM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)  
[image003.jpg](#)  
[image004.jpg](#)  
[image005.png](#)

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Sent from my U.S.Cellular© Smartphone  
Get [Outlook for Android](#)

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**From:** Bowerman, Tom <TBowerman@vyron.com>  
**Sent:** Monday, February 26, 2024 4:28:02 PM  
**To:** Dan Buckingham <DBuckingham@whitewater-wi.gov>  
**Subject:** RE: Whitewater aquatic

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

Dan,

It was nice meeting you last week and I appreciate again the opportunity. There are a few items to note:

1. With this being a Pool, the DuctSox factory is telling me that the hardware you have on site (that I took pictures of) does not appear to be pool grade. Knowing that you wish to use the existing hanging hardware, please note that if any issues occurred due to hardware breaking and tearing the DuctSox, the DuctSox product would not be covered under warranty.
  - So our \$17,850 proposal *includes* all new Track & Pool Grade hardware.
  - And based on the pictures, it is very possible that your current track is not compatible with the DuctSox gliders and you may not be able to install the DuctSox product.
  - While I realize that you may want to save some money with the existing hardware, I feel that it is worth paying more upfront for a new pool grade hardware hanging system to save yourself some time and effort down the road.
2. Regarding the listed 36" diameter (from the plans you showed me), if we do not use Internal Hoops for internal fabric support, we would have to use a 2 Row attachment, because a 1 row attachment at 36" could see warranty completely voided.
  - We would also need CFM (perhaps from the AHU's serving the space) to confirm that our inlet velocities are within the 1400 fpm range. If the CFM you provide requires an increase in diameter, we might need to requoteing.

Regards,

 Tom Bowerman  
**Sales Engineer** Vyron Corporation  
5315 Wall Street, Madison, WI 53718  
m: (608) 572-4896  
[tbowerman@vyron.com](mailto:tbowerman@vyron.com) | [website](#) | [line card](#) | [customer portal](#)



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**From:** Troy Hendrickson <Troy.Hendrickson@bassettmechanical.com>  
**Sent:** Tuesday, February 20, 2024 10:54 AM  
**To:** Bowerman, Tom <TBowerman@vyron.com>; dbuckingham@whitewater-wi.gov  
**Subject:** Whitewater aquatic

Good morning, Tom,

Dan Buckingham, 1-920-723-2317, at the City of Whitewater is looking for a vender to supply duct sock for his aquatic center. He will purchase and install. I am just introducing the 2 of you.

I have attached some pictures of what he has and the blueprint says they are 36" but does not give lengths.

Thank you,

Troy Hendrickson, HVAC Sales Representative  
Bassett Mechanical | Cell: 608-640-0126

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The preceding email message and any attachments may be confidential or contain proprietary information and should be read or used only by the intended recipient. This message should not be transmitted to, or received by, any unauthorized person. If you have received this message in error, please inform us promptly by reply email, then delete this message and destroy any printed copies of this message. Thank you

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



# Common Council Agenda Item

Meeting Date:	April 4, 2024
Agenda Item:	Locker re-Painting at WAFC
Staff Contact (name, email, phone):	Kevin Boehm, <a href="mailto:kboehm@whitewater-wi.gov">kboehm@whitewater-wi.gov</a> , 262-473-0122

## BACKGROUND

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

The lockers in all 3 locker rooms at the WAFC need painting and metal repair. 6 Vendors were solicited for pricing, 3 returned quotes. D.K’s Electrostatic Painting submitted the low bid of \$8,865 without a site visit. American Office Services had a bid of \$12,991.00 and Superior Electrostatic Painting, INC. submitted a bid of \$15, 075.00.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

March 20, 2024 Park Board approved the action and recommended to take to Common Council on April 4, 2024 for council approval.

## FINANCIAL IMPACT

(If none, state N/A)

\$15,075.00 from WAFC capital equipment budget

## STAFF RECOMMENDATION

I recommend hiring Superior Electrostatic Painting, INC. While they are the highest bidder, their bid also included removing the lower 8” of all 10 of the door frames in the locker rooms and welding in new and painting all of the door frames and doors. This is a task no other bidder was able to perform and will save money in the future as almost every door frame has rust and several are rusted completely through and will require replacing.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. D.K’s Electrostatic Painting.pdf
2. American Office Services.pdf
3. Superior Electrostatic Painting, INC.pdf





**American Office Services, Inc.**

30257 Clemens Rd Ste C  
Westlake, OH 44145  
(440)899-6888  
scott@americanofficeservices.com

**Proposal**

ADDRESS	SHIP TO	SHIP VIA	*	PROPOSAL	2023-2058
Dan Buckingham	Dan Buckingham	TRACKING#	*	DATE	09/08/2023
Whitewater Aquatic & Fitness Center	Whitewater Aquatic & Fitness Center			EXPIRATION DATE	03/31/2024
580 S Elizabeth St Whitewater, WI 53190	580 S Elizabeth St Whitewater, WI 53190				

P.O. NUMBER	SALES REP
*	VM-MS

DESCRIPTION	QTY	RATE	AMOUNT
All necessary labor and materials associated with the on-site electrostatic painting, on all interior and exterior surfaces, of the following:			
FAMILY LOCKER ROOM			
(15) single tier 24 x 18 x 72 lockers	15	145.00	2,175.00
MENS AND WOMENS LOCKER ROOM			
(162) double tier locker openings	162	45.00	7,290.00
(39) single tier 12 x 15 x 72 lockers	39	89.00	3,471.00
(1) Spray out panel for color approval.	1	55.00	55.00

- Pricing is based on painting the quantity and size of lockers as listed in the scope of work above.
- Any additional lockers will be invoiced at a rate commensurate with the pricing of this estimate.
- Any variation in locker size or style will require a revised estimate.

\*\* Note that this quote is for painting only; we have reached out to our parts department for availability of replacement durable plastic locker bottoms, which we recommend for rusted surfaces. We will send an updated quote including those as soon as possible.

GALLERY: <https://www.americanofficeservices.com/gallery>

SOCIAL MEDIA: <https://www.facebook.com/AmericanOfficeServices/>

**ELECTROSTATIC REFINISHING SPECIFICATIONS FOR LOCKERS**

1. Surfaces to be electrostatically refinished shall be lightly sanded using a suitable abrasive, if needed.
2. All exterior surface mount handles, locks, knobs, or any surface not to be refinished will be masked, utilizing masking tape, ensuring that no paint will be

Item 12.

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applied to these surfaces. Interior coat hooks will be painted, not masked.

3. Sufficient area around the lockers will be masked off prior to painting. This will ensure protection of floors, walls, and any other adjoining areas from inadvertent over-spray.

4. Either a high-performance, two-component epoxy paint or a single component low VOC enamel (Sumter Coatings or Sherwin Williams Industrial Enamel), specifically formulated for electrostatic painting shall be utilized. Paint finish will be semi-gloss, as recommended by the paint manufacturer.

5. For color choices see Sumter Coatings Electrostatic Color Card [http://www.sumtercoatings.com/assets/pdfs/color-cards/Nu\\_Charge\\_It\\_Color\\_Card\\_2013.pdf](http://www.sumtercoatings.com/assets/pdfs/color-cards/Nu_Charge_It_Color_Card_2013.pdf). AOS can also match any color not on the color chart.

6. Following the paint manufacturer's recommended surface preparation, all lockers shall be electrostatically refinished on all interior and exterior locker surfaces, including door edges, with one of the two paint types referenced above.

7. Paint applied shall be smooth, non-textured, and 2 mils in thickness.

8. Application of paint shall be through the Ransburg Number 2 Process Hand-Gun from Ransburg Electrostatic Equipment Company. This process significantly reduces any mist or over spray on anything other than the substrate being refinished. Suitable ground-to-building connection shall be secured to ensure proper wrap of coating material so that the corners and undersides or otherwise inaccessible areas are covered.

9. Lockers that have been previously repainted, either by electrostatic process, brush, rolled or other methods not listed, are not guaranteed. Please note, this does not apply to projects where the lockers are the original factory finish. Following completion and acceptance, AOS will issue our standard one-year warranty statement which will start at the time of acceptance.

10. Metallic colors are not available.

11. Pricing structure is based on electrostatically painting the lockers in a neutral-based color from the Sumter Coatings NuCharge It Electrostatic Coatings color chart. Premium colors (shades of white, purple, yellow, orange, red, and burgundy ) are subject to an additional charge of \$5 per locker (if painting exteriors only). Additional amount for painting both interior and exterior. Premium color fees may be competitively discounted or waived on certain projects.

12. A lab fee charge of \$115 for any color needing to be matched by Sumter Coatings. Spray out samples are \$55 each; the cost of one spray out is included in the quote.

13. Proposal is based on a single color unless otherwise specified in the quote. Additional colors are subject to a \$195 materials fee per color.

14. Our crews must have access to the project site seven days a week for consecutive days until completion of the project. This must include weekends and possibly overnight hours.

15. Shop drawings will not be supplied.

16. American Office Services, Inc. is a Lead-Safe EPA Certified Firm. Our Certificate NAT-25896-1 can be viewed at <https://americanofficeservices.com/lead-safe-certified>

17. This Proposal is subject to AOSs standard contractual agreement, which will

incorporate this Proposal by reference. The standard contract will be provided to you upon agreement to financial terms between the parties. AOS will not be bound by the terms of this Proposal until AOS standard contract is executed by AOS and you.

**\*\*A 4% TRANSACTION FEE WILL BE ADDED TO ALL PAYMENTS MADE BY CREDIT CARD.**

**PROJECT REQUIREMENTS**

A. If, after a project has commenced, the client decides to cancel or withdraw from the project, or reduces any aspect of the scope of the project, a materials fee will be assessed by AOS for expenses incurred to fulfill the original project scope.

B. If painting is interrupted or suspended by the client after painting or any prep work has commenced, a daily fee will be assessed by AOS for extended time on the job site.

---

SUBTOTAL	12,991.00
TAX	0.00
<hr/>	
TOTAL	<b>\$12,991.00</b>

Accepted By

Accepted Date

**From:** [Dave Kroening](#)  
**To:** [Kevin Boehm](#); [Dave Kroening](#)  
**Subject:** Quote  
**Date:** Friday, February 23, 2024 9:35:46 AM

---

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

Hi Kevin,

Thank you for the opportunity to bid on this job.

City of Whitewater:

29 full size lockers will be spot sanded, cleaned, spot primed, & painted [interior & exterior] @ \$ 85.00 per locker	\$ 2465.00
160 half size lockers will be spot sanded, cleaned, spot primed, & painted [interior & exterior] @ \$ 40.00 per locker	\$ 6400.00
Total Cost:	\$ 8865.00

Lockers would need to be emptied and unlocked.

Please call Dave with any questions. His cell phone number is 414-588-8220.

Thank You,  
Lisa Kroening

~~~~~  
*We Thank you for choosing D.K.'s Electrostatic Painting !  
Phone us today - (262) 695-9154*

About us:

**D.K.'S Electrostatic Painting** LLC will provide you with the high-quality results you're looking for at reduced costs. In addition to our high quality workmanship, you can be assured that we will be on time and the projects will be finished in a timely manner. We've been using our advanced electrostatic painting process for over 37 years. Thank you.

Please Visit our Web Site for more information:

[www.dkselectrostaticpainting.com](http://www.dkselectrostaticpainting.com)

[www.linkedin.com/pub/dave-kroening/65/5a2/365/](http://www.linkedin.com/pub/dave-kroening/65/5a2/365/)

ESTIMATE

Prepared For

Whitewater Aquatic Center Attn: Kevin Boehm

**SUPERIOR ELECTROSTATIC PAINTING, INC.**

6202 Fitzgerald Rd  
Rockford, IL 61102  
Phone: (815) 543-9388  
Email: asuperior815@gmail.com  
Fax: (815) 963-6757  
Web: a1superior.com

Estimate # 84  
Date 02/24/2024

| Description                                                             | Total              |
|-------------------------------------------------------------------------|--------------------|
| Lockers (full size painted inside and out)<br>Men's Locker Room         | \$1,125.00         |
| Lockers (1/2 size painted inside and out)                               | \$3,120.00         |
| Lockers (full size painted inside and out)<br>Womens Locker Room        | \$1,050.00         |
| Lockers (1/2 size painted inside and out)                               | \$3,280.00         |
| Lockers (X Large 24x72x18 painted inside and out)<br>Family Locker Room | \$1,500.00         |
| Door Frames ( Repair and paint)                                         | \$5,000.00         |
| <b>Subtotal</b>                                                         | <b>\$15,075.00</b> |
| <b>Total</b>                                                            | <b>\$15,075.00</b> |

---

**Notes:**

RE: Door Frames This would include cutting bottom 8 inches of frame out and replacing with new. Then paint whole frame.

---

Whitewater Aquatic Center Attn: Kevin Boehm



## Common Council Agenda Item

|                                     |                                                                                                    |
|-------------------------------------|----------------------------------------------------------------------------------------------------|
| Meeting Date:                       | April 4, 2024                                                                                      |
| Agenda Item:                        | Locker Room floor refinishing                                                                      |
| Staff Contact (name, email, phone): | Kevin Boehm, <a href="mailto:kboehm@whitewater-wi.gov">kboehm@whitewater-wi.gov</a> , 262-473-0122 |

### BACKGROUND

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

The tile in the locker rooms at the WAFC needs to be replaced due to loose, missing and severely stained tile. 4 vendors were contacted and asked to provide pricing. TSR Concrete Coatings provided a price of \$35,938.00 and Certa Pro Painters provided a price of \$59,881.03.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

March 20, 2024 Park Board approved the action and recommended to take to Common Council on April 4, 2024 for council approval.

### FINANCIAL IMPACT

(If none, state N/A)

\$35,938.00 from WAFC capital equipment budget

### STAFF RECOMMENDATION

I recommend purchasing the services from TSR Concrete Coatings for \$35,938.00.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. TSR Concrete Coatings.pdf
2. Certa Pro Painters.pdf



**JOB SITE**

City of Whitewater - Comm-Int - JOB-1389-1984  
 580 S Elizabeth St  
 Whitewater, Wisconsin 53190  
 (262) 473-0122  
 kboehm@whitewater-wi.gov

**PREPARED BY**

Kevin Klein  
 Commercial Sales Associate  
 414-507-1564  
 kklein@certapro.com



**CLIENT**

City of Whitewater  
 580 Elizabeth Street  
 Whitewater, WI 53190  
 (262) 473-0122  
 kboehm@whitewater-wi.gov

**CLIENT CONTACTS**

Kevin Boehm  
 M: (262) 473-0122  
 E: kboehm@whitewater-wi.gov

**PRICING:**

|                  |                    |
|------------------|--------------------|
| Base Price:      | \$59,881.03        |
| <b>Subtotal:</b> | <b>\$59,881.03</b> |
| <b>Total:</b>    | <b>\$59,881.03</b> |
| Deposits Due     | \$19,940.38        |
| <b>Balance</b>   | <b>\$39,940.65</b> |

**GENERAL SCOPE OF WORK**

For the prices listed below, CertaPro Painters™ of Milwaukee | Waukesha | Madison | Rockford will furnish all equipment, material, and labor to perform the following scope of work:  
**RE: Men, Woman's, and Family locker rooms (Based on 2120 Square Feet and 690 Lineal Feet 6" Base**

- Remove all loose and unsound floor tile and base tile.
- Mechanically prep existing remaining sound tile surface to create a rough, tenacious bond.
- Saw-cut and key along adjacent flooring and around drains to lock in finished floor.
- Install new 6" cove base terminated by non-rusting zinc termination strip around perimeter of rooms.
- Install Sika Master Builders SRS Quartz Flooring System designed for going over tile @ approx. 3/16" thickness and per manufacturer's installation instructions.

**Total Project Cost: \$59,885.00**

**Project Notes:**

33% down payment required prior to mobilization, remainder upon completion.

**Condition Notes:**

- Power, water, lighting, and dumpster to be provided by Owner.
- Owner must stop all leaks (water, oil, etc.).
- Work area must be clear of all moveable equipment, materials, etc., and kept free of all traffic until three (3) hours after work is complete, unless otherwise communicated.
- Floor will follow existing contour unless otherwise indicated.
- Weekend and holiday installation may require overtime labor costs.
- Price includes either acid or mechanical preparation and does not reflect special removal procedures required for curing membranes.
- Foodstuffs contaminated by product odor during floor installation are not the responsibility of contractor.
- It is the Owner's responsibility to guarantee that all materials delivered to the job site must be stored in a dry, warm (65°F) location.
- The heating and ventilation system must be installed for a minimum of two weeks prior to our arrival.
- This contractor cannot be responsible for hydrostatic or vapor pressure above 3 psi.
- Any alterations or deviation from the above specifications involving extra materials or labor will become an extra charge over and above the proposed price and will add time to the work period.
- All materials on site are the property of the Owner for insurance and billing purposes.
- Contractor cannot be responsible for Owner's possessions on the job site.
- There will be a 1 1/2% monthly charge on any unpaid balances. Any costs incurred by this contractor in collecting due payments, including reasonable attorney's fees, will be paid by the Owner.
- The contractor will not be held responsible for any delay in the progress of the work by extras, strikes, accidents or other delays beyond our control.
- If a textured finish is requested, it must be cleaned by conventional brush or power washing, not mopping.
- Area to be broom-swept by others upon our arrival.

All material is guaranteed to be as specified. The above-described work will be in accordance with the drawings and specifications submitted for the project and completed in a workmanlike manner.

This proposal may be withdrawn if not accepted within 30 days.

Lockers will be powder coated before we arrive for flooring. Cover and protect newly painted lockers.

**INCLUDES AND EXCLUDES**

**EXCLUDES:**

- Any surface not expressly listed or included in the proposal.

**SET-UP**

**CUSTOMER TO:**

Allow clear access to work areas.

**CERTAPRO WILL COVER & PROTECT**

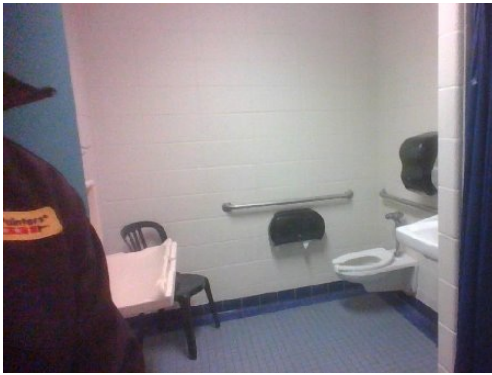
Surfaces Not to be Painted

**CERTAPRO WILL**

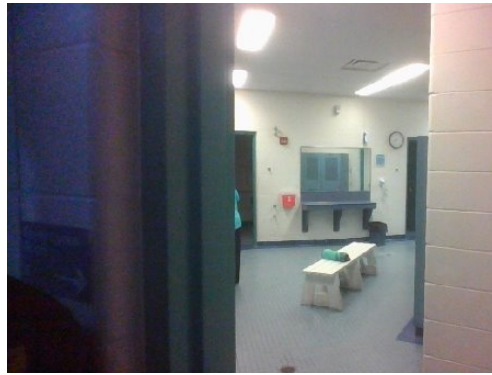
Maintain a clean work area for the duration of the project. Remove and return light switch plates and outlet covers once painting is complete.

**PROPOSAL AND COLOR SPECIFICATIONS**

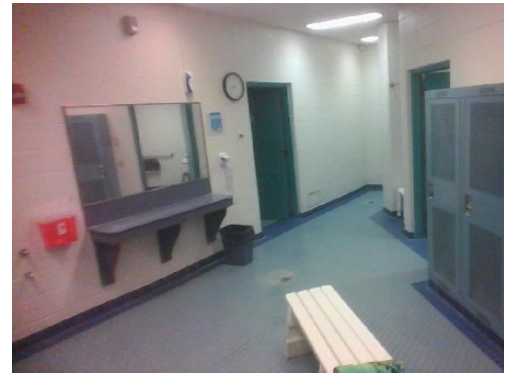
| Surface/Item                 | Product | Paint / Primer Coats | Color      |
|------------------------------|---------|----------------------|------------|
| Item 13. Family room lockers |         |                      | 1/4" Flake |



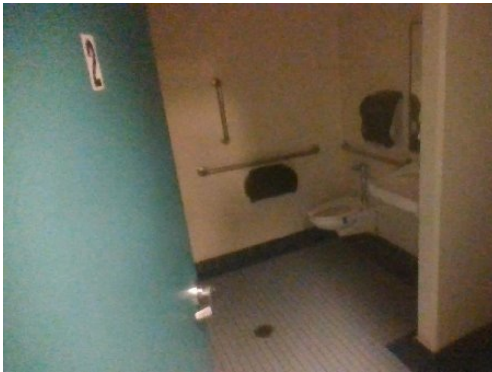
Family room



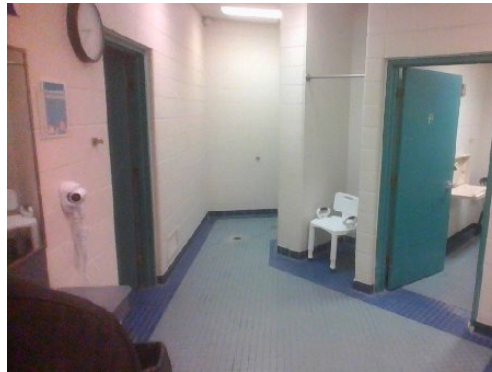
Family room



Family room



Family room



Family room



mens and womens lockers



mens and womens lockers

**NOTES**

**Surface Preparation:**

It is standard practice to repair minor nail holes, typically under 1/4", on walls and ceilings prior to painting. If you would like any wall or ceiling blemishes, cracks, nail pops, tape failures, larger holes or texture spots repaired, this is considered above standard surface preparation. We can perform these repairs at a time and material (T&M) rate of \$80/man hour, unless stated otherwise on this contract. Please note, all material is marked up to cover our collateral costs.

If T&M work is being done as the only service provided of the contract, all labor will be charged as "port to port", or from when our worker(s) leaves the shop to the when our worker(s) returns to the shop.

**Pre-Job Preparation:**

In order to ensure the efficient completion of your project, we require that the customer be responsible for moving ALL furniture, objects, items or personal property away from or off of the surfaces being painted prior to our arrival on site. Failure to do so may result in additional charges and/or a delay in the start of the project. Any additional charges would be billed at an hourly rate of \$80/man hour.

**3rd Coats of Paint:**

There are certain paint colors (especially bold, deep colors) that require more than two (2) coats of paint to achieve proper coverage. At the time of the estimate, CertaPro Painters does not know what a customer's final color choice will be, therefore, should a customer select one of these hard to cover colors, CertaPro Painters reserves the right to amend the proposal to include the additional labor and materials needed to achieve proper coverage.

**ADDITIONAL NOTES**

**Safety:**

CertaPro Painters requires and practices safe working conditions for our customers and staff. CertaPro Painters practices the following safety procedures; including but not limited to: Occupational Safety & Health Administration (OSHA), Environmental Protection Agency (EPA), & Department of Health Services (DHS). In the event you ever witness a CertaPro Painters crew member not following safe practices please immediately call 414-364-0400.

Item 13.

**Payment Methods:**

We accept checks and credit cards. The credit cards we accept are Visa & MasterCard. There is a 3% convenience fee per credit card payment.

If paying with a check, please make it out to "CertaPro Painters" and provide to the Job Site Supervisor assigned to your project. If paying with a credit card, please complete the credit card authorization form and provide to your Job Site Supervisor.

**Payment Terms:**

- **\$0-\$4,999:** No deposit required -- balance due upon completion
- **\$5,000-\$49,999:** 1/3 down payment -- balance due upon completion
- **\$50,000+:** 1/3 down payment -- 1/3 due upon 50% completion -- balance due upon completion (Net payment terms available, subject to credit approval)

**SIGNATURES**

|                                               |                             |
|-----------------------------------------------|-----------------------------|
|                                               |                             |
| CertaPro Painters Authorized Signature        | Authorized Client Signature |
| Date                                          | Date                        |
| Authorized Client Representative Name & Title |                             |
| Client                                        |                             |

**PROPERTY PHOTO AND VIDEO RELEASE**

By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively "CertaPro"), taking photographs and video of the property identified in this Proposal (the "Content"). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property's owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property's owner, may have in connection with the Content.

|                   |      |
|-------------------|------|
| Customer Initials | Date |
|-------------------|------|

**PAYMENT DETAILS**

**Payment is due:** In full upon job completion

**THE CERTAINTY PLEDGE®**

**Schedule & Routine**

- us and tsr. will be bidding.
- Completed by 2024. remove tile and install. option.

**Site**

- Door 11 park near that area.
- Next to faintly room- utility closet. Use our trailers for power.

**Ongoing Communication**

- Email is best,

**LIEN NOTICE:** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT (ALSO DESCRIBED HEREIN AS "SELLER") HEREBY NOTIFIES OWNER (ALSO DESCRIBED HEREIN AS "BUYER") THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**SUB-CONTRACTORS** -- The contracting party (CertaPro Painters™) reserves the right to engage and utilize subcontractors for the fulfillment of obligations outlined within this agreement. The engagement of subcontractors shall be subject to the contracting party's sole discretion and shall not absolve the contracting party from its primary responsibilities under this agreement. The contracting party shall remain fully accountable for the actions, performance, and deliverables of any subcontractor employed. The contracting party shall ensure that subcontractors adhere to the terms, conditions, and quality standards set forth in this agreement.

**LIFT EQUIPMENT** -- CertaPro Painters may utilize lift equipment during the project and shall not be held responsible for minor damages to the landscape resulting from its use. Minor damages may include, but are not limited to, superficial marks, temporary imprints or minimal disruptions. CertaPro Painters shall, however, take reasonable precautions to minimize such damages to the extent possible.

**MARKETING DISCLOSURE** -- CertaPro Painters™ will, at times, use comments and pictures of customers' homes for marketing purposes such as, but not limited to, Facebook, LinkedIn, Instagram, other social media apps, websites, printed material and other marketing material. If you would like to opt out, please inform your estimator to note so in the contract.

**COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT**

**RELATIONSHIP** -- The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

**COLORS** -- Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

**UNFORESEEN CONDITIONS** -- Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

**PROPOSAL** -- This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

**ATTENTION CLIENT:**

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

**NOTICE OF CANCELLATION**

WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE, IF YOU CANCEL ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT OF THIS NOTICE. IF YOU DO NOT MAKE THE GOODS AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE OR YOU MAY, IF YOU WISH, CONTACT THE SELLER TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO THE SELLER.

DATE OF TRANSACTION \_\_\_\_\_  
NOT LATER THAN MIDNIGHT OF \_\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

#### LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
  - mill-glazing from smooth cedar
  - ordinary wear and tear.
  - abnormal use or misuse.
  - peeling of layers of paint existing prior to the work performed by the Contractor.
  - structural defects.
  - settling or movement.
  - moisture content of the substrate.
  - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
  - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.



# CONTRACT

**Prepared for:**

Daniel Buckingham  
 580 S Elizabeth St  
 Whitewater, WI 53190  
 dbuckingham@whitewater-wi.gov  
 (920) 723-2317

**September 20, 2023****No. 58000**

TSR - Milwaukee | David Dornfeld  
 W141N9310 Fountain Blvd, Menomonee Falls, Wisconsin 53051  
 P: (844) 263-9356 | daviddornfeld@tsrconcretecoatings.com  
 www.tsrconcretecoatings.com

**CONCRETE COATING PURCHASE AGREEMENT**

- Diamond Profile for Permanent Adhesion ✓ Included
- Diamond Profile Cracks and Imperfections to Prepare for Mender Application ✓ Included
- Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth ✓ Included
- Apply Polyurea Basecoat Evenly to Surface ✓ Included
- Broadcast Generous Amounts of Acrylic Chip ✓ Included
- Remove Excess Media Broadcast by Scraping ✓ Included
- Apply Polyaspartic Top Coat ✓ Included

**Warranty Does Not Cover the Following:**

**Cracking-Crumbling-Iron Oxide Penetration-Hydro Static Water Pressure-Corrosive Liquids or Solids**  
 Not Warranted

**WE DO NOT CHANGE THE PITCH OF THE CONCRETE OR LEVEL IT IN ANY CIRCUMSTANCE**

Understands

**\*\*Disclaimer\*\***

Any and all hard surface flooring should be considered slippery when wet. Always use caution and common sense

**Additions, Notes, Special Instructions:**

It is the responsibility of the homeowner or property manager to remove all personal items from the project area. We are grinding concrete with metal diamond blades which can in some instances create dust depending on the softness of concrete. If you want an area taped off with plastic do so prior to our install.

## **WARRANTY**

Your Warranty for this Project: Residential Limited Lifetime Warranty

The Revamp Concrete Coating system is warranted against chipping, peeling, delamination, and UV stability. Non-concrete surfaces (such as wood joints, steps, etc.) are not covered by the warranty. Substrate failure, including cracks, sinking concrete, or future substrate failure are not covered by the warranty. Damage to the coating including corrosion, iron oxide penetration (rust) or solid/liquid corrosive chemicals (gas/brake klean/ammonia) are not covered by the warranty

## **COLORS**

CUSTOMER is responsible for all Color Selections and will be specified as to color and location as noted below per included area. Customer is made aware the coating system, unless specifically noted otherwise, will have a GLOSS FINISH. Color changes after confirmation could cause project delays and are subject to additional charges.

## **TEXTURE**

Any surface can be slippery, especially when wet with any fluid Revamp branded companies provide a non-porous finish that could result in temporary standing water/fluid and can become slippery when wet. Further, any surface can sweat or condensate when the slab temperature is cooler than the warm air around it. Our coating system provides a layer of insulation, which may help with sweating, but will NOT eliminate it. It is advised that slip resistant additives be applied to any coating system where this is a concern. Each area to be coated is noted with the texture choice of the customer based on sample options provided prior to entering this agreement. Floor texture options are as follows:

NONE: no additional texture

Tek Grip 4oz: generally used for sidewalks and exterior projects

Tek Grip 8oz: generally used for pool decks

In no event shall Revamp branded companies be responsible for injury incurred by a slip or fall situation. It is the purchaser's sole responsibility to provide for their own safety and the safety of their guests. While slip resistant additives can assist with slip/fall prevention, there is no guarantee that someone will not slip while walking on coated areas. Revamp branded companies assume no responsibility for slip-fall accidents. Future updates to this floor project to alter texture and/or slip resistance are subject to an additional cost to the customer.

## **SUBSTRATE FAILURE / CRACK REPAIR**

Revamp branded companies uses a proprietary concrete mender system to fill/repair existing cracks. However, future settling, stress, expansion, and contraction can cause cracks to return. Customer acknowledges that substrate failure (including cracks) is NOT COVERED BY THE WARRANTY.

## **MOISTURE STOP DISCLAIMER**

Some projects require the use of special chemical preparation related to moisture detected at the time of initial inspection by your Revamp branded companies representative. Your representative has tested and made a reasonable determination on the necessity such chemical preparation and your contract reflects this determination. In some instances, unforeseen moisture may be detected at the time of installation that may cause delays or the need for chemical preparation. In the event of unforeseen moisture or a determination that specialty preparation is needed, customer will be notified of any additional cost. Disclaimer: the use of additional chemical preparation may cause delays of installation beyond the control of Revamp branded companies. Even when chemical preparation is included, Revamp branded companies does not warrant against standing water, sweating/condensation, or water intrusion.

## **START DATES**

Revamp branded companies does not expressly state or imply job start or duration dates.

## **OBSTRUCTION REMOVAL**

It is the responsibility of the CUSTOMER to remove any obstructions from the working area prior to the scheduled date of installation. Revamp branded companies is NOT responsible for removal of obstructions. Failure to remove all obstructions from working areas may cause delays and is subject to additional charges.

## **DUST PROTECTION**

Revamp branded companies uses industrial grade equipment and vacuum systems that collect most dust created during the installation process. However, some dust will escape and could be deposited in the working and adjacent area. It is the responsibility of the CUSTOMER remove and/or protect any items (i.e. wall decorations, electronics, cabinets, shelving, etc.) prior to the installation of your coating system. STANDING WATER / CONDENSATION / WATER INTRUSION / RUST STAINS Standing water, sweating, condensation, leaks, water intrusion, and/or rust staining of any kind is NOT COVERED BY ANY Revamp branding companies.

## **SURFACE IMPERFECTIONS**

Revamp branded companies will utilize its best efforts to prepare the surface for application. Revamp branded companies does not level or grade surfaces. Application of coating may not alter or eliminate existing surface imperfections, including, but not limited to, high/ low spots that may result in standing water. There is no expressed or implied guarantee that surface imperfections will be completely hidden by the coating process.

## **VERTICAL COATING**

Vertical surface coating is for decorative purposes only. Revamp branded companies does not sand, grind, fill or make repairs to vertical surfaces. Pre-existing imperfections may be visible. The coating system applied to vertical surfaces may appear different than horizontal surfaces. Vertical coating can be rough and/or sharp to the touch. Please use caution when touching coated vertical surfaces.

## **RETURN TO USE**

Many variables can affect the drying and full cure times for your Revamp branded companies system. Return to use timeframes are as follows unless explicitly noted otherwise:

12 hours after completion: light foot traffic may resume.

24 hours after completion: lightweight items may be returned to the space. (i.e. - boxes or items that can be set into place)

48 hours after completion: return to full use. (i.e. - vehicle traffic, heavy items such as tool boxes, appliances, etc.)

Revamp branded companies is NOT responsible for damages caused by premature use of the coated surface outside of these guidelines. Customer agrees to WARRANTY, COLOR, TEXTURE, SUBSTRATE FAILURE/CRACK REPAIR, MOISTURE STOP DISCLAIMER, START DATES, OBSTRUCTION REMOVAL, DUST PROTECTION, STANDING WATER / CONDENSATION / WATER INTRUSION / RUST STAINS, SURFACE IMPERFECTIONS, VERTICAL COATING, and RETURN TO USE notes as stated above.

## **TERMS & CONDITIONS**

Revamp branded companies is licensed and insured. Executed in Duplicate, one copy of which was delivered to, and Customer hereby acknowledges receipt. This is not an "Estimate" or "Application for Credit". There are no promises, agreements, nor understandings not expressed in this proposal, and this writing constitutes the entire agreement. This is a legal binding contract.

### **Delay/Unknown Conditions:**

Events beyond the control of Contractor (Revamp branded companies) such as Acts of God, labor strikes, inclement weather, Buyers inability to qualify for or obtain financing, or other events resulting in delays in performance of this Agreement do not constitute abandonment and are not included in calculating time frames for performance by contractor. In the event the Contractor determines that the parties cannot perform this Agreement as intended, for example, unforeseen structural defects, unforeseen circumstances that may be detrimental to the coating process (including, but not limited to, moisture readings, concrete deterioration, substrate failure), pre-existing conditions to the Buyer's property, or incorrect pricing, the Contractor may cancel this Agreement. The Buyer will be notified of such cancellation in writing and return all monies paid by the Buyer. The Contractor (Revamp branded companies) and the Buyer(s) have determined that a definite start or completion date is not of the essence in this Agreement. Revamp branded companies does not state or imply job start or duration dates.

### **Cancellation:**

The Customer understands that they may cancel this contract without obligation with 3 business days following its execution. **AFTER THREE BUSINESS DAYS, THE DOWN PAYMENT IS NONREFUNDABLE.**

Revamp branded companies is licensed and insured. Executed in Duplicate, one copy of which was delivered to, and Customer hereby acknowledges receipt. This is not an "Estimate" or "Application for Credit". The customer understands that Revamp branded companies may incur substantial costs for administrative costs, material costs, re-measuring, labor, manufacturing and/or installation of products ordered. This contract is binding upon the Customer and Revamp branded companies before installation of the product ordered. If Customer does not make goods available to contractor (Revamp branded companies) and contractor (Revamp branded companies) does not pick them up within 20 days of the date the Customer notice of cancellation, Customer may retain or dispose of the goods without further obligation. If Customer fails to make goods available to contractor (Revamp branded companies), or if Customer agrees to return the goods to contractor (Revamp branded companies) and fails to do so, then Customer remains liable for performance of Customer's obligations under the contract. To cancel this transaction, mail or deliver a signed and dated cancellation notice (or any other written notice), to: Revamp branded companies 205 Evergreen Drive Lena, IL 61048.

### **Liens / Security Interest:**

The Customer is notified pursuant to state law that Revamp branded companies has the right to file a mechanic's lien on the above-mentioned residence if Revamp branded companies is not paid in full. The amount of the mechanic's lien under state law includes the unpaid balance of the contract plus statutory interest and attorney's fees.

### **Late Payment Fees / Legal Actions:**

# Evolution Flake



## Evolution Flake

**Quantity**

1

**Measurement**

530 (Sq Ft.)

**Notes**

Sq ft:  
Project:  
Color:  
Condition:  
Verticals:  
Stitches:

Notes:

**Color**

TBD

**Concrete Condition**

Fair

**Area**

Commercial

**Warranty**

5-Year Commercial Warranty

**Texture**

6 oz per gallon pool deck Tek Grip

**Concrete Stitches**

Declines Concrete Stitches

**Ballistix**

Declines Ballistix Resistance

**Projected Start Date**

00

**Projected End Date**

00

## Basement Coating



**Quantity**

1

Basement Coating

## Ballistix Slip-Resistance



**Quantity**

1

Ballistix Slip-Resistance

## Mender



**Quantity**

100

Concrete Repair



## Discounts

### 60% Off Installation



**Discount**

15.00%

## Pricing

|                     |                    |
|---------------------|--------------------|
| Subtotal:           | \$28,020.70        |
| Discount:           | \$4,203.11         |
| <b>Grand Total:</b> | <b>\$23,817.59</b> |
| Deposit Amount:     | \$9,527.03         |
| Balance Due:        | \$14,290.56        |

All promos and discounts have been applied  
Payment due in full at completion of project  
Projects cancelled/rescheduled without 14 day notice will be charged \$500 and will not be rescheduled until paid

Please initial next to the following statements to indicate that you have read, understand, and agree to them:

ReVamp Branded Companies do not level, pitch or grade concrete surfaces. \_\_\_\_\_

ReVamp Branded Companies do not prevent lime/calcium/mineral deposit or rust from (re)surfacing. \_\_\_\_\_

ReVamp Branded Companies have a walkaway/mobilization fee of \$350.00. This fee will be charged in the event a crew cannot perform the scope of work. \_\_\_\_\_

ReVamp Branded Companies do not repair or mend any vertical surface or stem walls \_\_\_\_\_

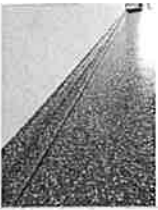
ReVamp Branded Companies do not coat, repair, or mend any control/expansion joints as they are considered industry standard structural members of the substrate. \_\_\_\_\_

I agree that the payment method used for my deposit payment may be securely kept on file to process the final payment for the remaining balance due immediately upon job completion. I understand that it is recommended that I, or someone else that I designate, be present at the job site upon completion to inspect and ensure everything is completed to my satisfaction. If nobody is present upon job completion, payment will still be processed for the remaining balance. \_\_\_\_\_

X \_\_\_\_\_  
Daniel Buckingham

X \_\_\_\_\_  
Company Authorized Signature

## Vertical Coating



**Quantity**  
100

Vertical Coatings

**Price:** ~~\$8,059.70~~ \$6,850.74

Upon completion of the work to be performed under this Agreement, interest on any unpaid balance shall accrue at a simple rate of 2% per month. In addition, in the event that Revamp branded companies files a legal action to collect amounts owed in connection with this Agreement and is successful in such an action, the customer shall pay Revamp branded companies, in addition to the judgment the customer may be called upon to pay, the amount of the attorney's fees, as well as court costs of collection incurred by Revamp branded companies in connection with the action. Interest on such judgment and associated fees and costs shall accrue at a simple rate of 2% per month from the date of such judgment.

**Arbitration of Disputes:**

Contractor (Revamp branded companies) and Buyer(s) agree that any and all disputes, claims or controversies (hereafter referred to as a "Claim") arising under or relating to this Agreement and any related documents, loans, security instruments accounts or notes, including by way of example and not as a limitation: (I) the relationships resulting from this Agreement and the transactions arising as a result thereof; (II) the terms of this Agreement; or (III) the validity of this Agreement or the validity or enforceability of this arbitration agreement, shall be subject to binding arbitration to be determined by one arbitrator, in accordance with and pursuant to the then prevailing rules and procedures of the Commercial Rules of the American Arbitration Association, to be held and arbitrated in the judicial district in which the contractor's corporate office resides. As of the writing of this Agreement, Contractor currently resides at 205 Evergreen Drive Lena, IL 61048. The Buyer(s) agree that they will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement, and may include an award of costs and legal fees. Such fees and costs will be awarded on any judgment in favor of the Contractor. This Agreement to Arbitrate, and any award, finding or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. The party asserting the Claim with the other party to this Agreement and with the American Arbitration Association will file notice of the demand for arbitration. The demand shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any Arbitration brought under this Agreement, and any award, finding or verdict of or from such proceedings shall remain confidential between the parties and shall not be made public. Both Buyer(s) and Contractor are hereby agreeing to choose arbitration, rather than litigation or some other means of dispute resolution, to address their grievances or alleged grievances. The parties believe this will allow a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties agree to relinquish their right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration, other than as set forth immediately below. Notwithstanding anything herein to the contrary, Contractor retains the option to use judicial or non-judicial relief to enforce the monetary obligation represented by this Agreement. Such judicial relief would take the form of a lawsuit. The institution and maintenance of such an action for judicial relief in a court to foreclose upon any collateral or to enforce or collect upon a monetary debt or judgment shall not constitute a waiver of the right of any party to compel arbitration of any Claim subject to arbitration in this Agreement, including the filing of a counterclaim by Buyer(s) in a suit brought by Contractor pursuant to this arbitration provision.

Revamp branded companies will provide to the Customer all written product warranties on materials after installation.

Revamp branded companies and Customer agree that all implied warranties including, without limitations, warranties of habitability, fitness for a particular purpose and merchantability are hereby excluded and there are no warranties of representations which extend beyond those expressly set forth in this agreement.

Revamp branded companies warrants workmanship (Labor) for twelve (12) months after the date of completion and will remedy substantial defects without charge to the Customer, upon written notice from Customer with such period. Beyond the first year, a mobilization charges deductible equal to no greater than ten percent of the contract price may be charged per occurrence.

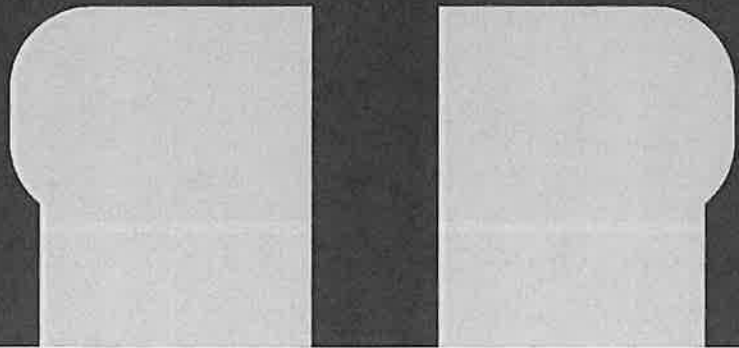
Repairs to damaged coating will be at the Customer's expense if such damage is caused by structural defects, settling, severe structural cracks, acts of providence, customer negligence, intentional/ unintentional actions, accidental damage, damage caused by animals wild or domesticated and also within incidents on which an insured individuals or uninsured individuals were at fault. ReVamp branded companies shall not be liable for, in any respect, any damage to the building or its contents, or any consequential damage resulting therefrom. Alterations to coated surfaces, natural disasters, acts of God... ie. Hurricanes, tropical storms, named/ unnamed storms, coastal flooding, etc...

Revamp branded companies does not warranty damaged cause by individuals who are not listed on the home owners policy or contractors whom are insured/ lack of proper drainage (standing water), preexisting conditions such as damaged concrete, rust, class action lawsuits, manufacturer's warranty failure, substrate failure, leaks are not covered under the manufacturer's warranty and will cause the warranty to be void.



**REVAMP**  
COMPANIES

**\$60**  
*gift* **CARD**



- Limit 1 per customer.
- Must be claimed after installation is complete and project is paid in full.
- Delivered via email only.
- Must be installed by December 31st, 2023

After installation is complete claim your gift card at  
[www.revampcompanies.com/giftcard](http://www.revampcompanies.com/giftcard)

**Gift Card will be delivered via email  
within 45 days after submission.**

## Evolution Flake



### Evolution Flake

**Quantity**

1

**Measurement**

700 (Sq Ft.)

**Notes**

Sq ft:  
Project:  
Color:  
Condition:  
Verticals:  
Stitches:

Notes:

**Color**

TBD

**Concrete Condition**

Fair

**Area**

Commercial

**Warranty**

5-Year Commercial Warranty

**Texture**

6 oz per gallon pool deck Tek Grip

**Concrete Stitches**

Declines Concrete Stitches

**Ballistix**

Declines Ballistix Resistance

**Projected Start Date**

00

**Projected End Date**

00

## Basement Coating

**Quantity**

1

Basement Coating

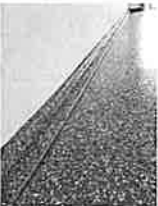
## Ballistix Slip-Resistance

**Quantity**

1

Ballistix Slip-Resistance

## Vertical Coating

**Quantity**

80

Vertical Coatings

**Price:** ~~\$9,893.00~~ \$8,409.05

## Evolution Flake



### Evolution Flake

**Quantity**

1

**Measurement**

700 (Sq Ft.)

**Notes**

Sq ft:  
Project:  
Color:  
Condition:  
Verticals:  
Stitches:

Notes:

**Color**

TBD

**Concrete Condition**

Fair

**Area**

Commercial

**Warranty**

5-Year Commercial Warranty

**Texture**

6 oz per gallon pool deck Tek Grip

**Concrete Stitches**

Declines Concrete Stitches

**Ballistix**

Declines Ballistix Resistance

**Projected Start Date**

00

**Projected End Date**

00

## Basement Coating

**Quantity**

1

Basement Coating

## Ballistix Slip-Resistance

**Quantity**

1

Ballistix Slip-Resistance

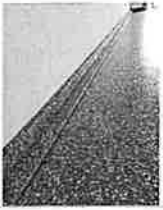
## Mender

**Quantity**

100

Concrete Repair

## Vertical Coating



**Quantity**  
80

Vertical Coatings

**Price:** ~~\$10,068.00~~ \$8,557.80





# Council Agenda Item

|                                     |                                                                                                   |
|-------------------------------------|---------------------------------------------------------------------------------------------------|
| Meeting Date:                       | April 4, 2024                                                                                     |
| Agenda Item:                        | UWW MOU for Polling Place on Campus                                                               |
| Staff Contact (name, email, phone): | Heather Boehm <a href="mailto:hboehm@whitewater-wi.gov">hboehm@whitewater-wi.gov</a> 262-473-0102 |

## BACKGROUND

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

At the March 19, 2024 meeting UWW students questioned why there was not a polling place on campus for the 4/2/24 election. I previously asked staff in late December early January and it was believed because this was smaller election and first to have the new electronic poll books, Badger Books, having 2 polling places was unnecessary. I asked our contact at UWW, Jan Bilgen, about a MOU, out of the 3 copies she sent me, only 1, 2010, had complete signatures. Jonathan McDonnell wrote up a current copy, which is in this packet along with the 3 copies that Jan Bilgen emailed over.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

## FINANCIAL IMPACT

(If none, state N/A)

N/A

## STAFF RECOMMENDATION

The MOU that Jonathan wrote is sufficient, I question the amount of parking (20 spaces) as poll workers will take that up. I also don't believe we need 2 polling places for August 13, 2024 Partisan Primary as the MOU states I need to have students as poll workers and they will have to train in July and will not be available to do so. It will also be a smaller election. I had always planned on 11/5/24 election being on campus being as large as it is.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

- 2010 UWW MOU
- 2012 UWW MOU
- 2020 UWW MOU
- 2024 UWW MOU that Jonathan drew up.

**CITY OF WHITEWATER AND THE UNIVERSITY OF WISCONSIN – WHITEWATER**

**Memorandum of Understanding – Provision of Municipal Polling Place on UW-Whitewater Campus  
(Replaces Memorandum of Understanding dated July, 2008).**

It is the purpose of this Memorandum of Understanding to provide for a municipal polling place in the participating municipality on the university campus when deemed necessary under the circumstances described herein.

The University of Wisconsin-Whitewater's campus lies entirely within the city limits of Whitewater. The City and the University are desirous of providing an accessible municipal polling place on campus for Aldermanic District #2 and Ward 10, which is a part of Aldermanic District #5. These areas include a significant part of the campus. This polling place will be at the University's Hamilton Center. After extensive work with the University Student Government, both the 2008 presidential primary and spring municipal elections were held at this polling place and both the City and University now want to continue to hold certain elections on campus.

The following guidelines will apply to this agreement:

- The City and the University agree that it is beneficial to hold Presidential, Presidential Primary, and Gubernatorial elections for District 2 and Ward 10 on the UW-Whitewater campus. Other elections will be held at the Downtown Armory unless otherwise directed by the Common Council.
- The University shall provide access to and the use of the university polling place at the Hamilton Center at least one day in advance of each municipal election and at least one day after each municipal election. The city clerk will notify the University Center reservation office of all dates for the upcoming calendar year by April 1 annually.
- The University will provide sufficient secure space within the Hamilton Center to conduct municipal elections. The University will also provide adequate storage for municipal election equipment and supplies between elections.
- The University will provide at a minimum, twenty (20) parking spaces in the Connor University Center parking lot (immediately adjacent to the Hamilton Center) for use by poll workers and the general public during the day (6 a.m. to 10 p.m.) of all municipal elections held at the Hamilton Center. These parking spaces should be clearly designated and marked by the University as reserved for poll workers and voters only.
- The University will work with the City on establishing adequate signage to direct voters to and from the university polling place. The University shall provide polling place signage deemed necessary.
- The University will name a key staff contact person who will be responsible for coordinating all aspects of the university polling place with the City Clerk.
- The University shall provide access to telephones and photocopy machines for use by the City for election-related purposes.
- The University has reimbursed the City \$10,000 for initial election equipment needed to establish the Aldermanic District 2 polling place on campus. That payment was made on April 30, 2008. With the implementation of the Ward 10 polling place, the University has agreed to

reimburse the City for an additional \$12,155 towards the cost of new voting equipment. Payment of the \$12,155 shall take place within 60 days of the date the equipment is acquired.

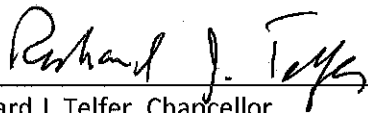
- When possible, the City will include students as poll workers. The City will work with the University and with members of Whitewater Student Government to provide training for those students.

Neither the University of Wisconsin-Whitewater nor the City of Whitewater shall be held liable to the other for damages, loss of equipment, injury to personnel or payment or compensation arising out of assistance rendered under the terms of this Memorandum of Understanding. This Memorandum of Understanding is designed to reflect a positive commitment toward enhancing, strengthening and continuing the working relationship that already exists between University of Wisconsin-Whitewater and the City of Whitewater.

The Memorandum of Understanding shall remain in full force and effect until the filing of a cancellation notice, signed by the Chancellor (or designee) or City Manager. Cancellation shall become effective thirty (30) days after the filing of such notice. This agreement is subject to review on an annual basis.

The University of Wisconsin-Whitewater and the City of Whitewater agree to enter into this memorandum. It shall become effective on the date that an executed copy is filed with each jurisdiction.

Dated this 26 day of July, 2010.



Richard J. Telfer, Chancellor  
University of Wisconsin-Whitewater



Michele R. Smith, City Clerk  
City of Whitewater



Kevin M. Brunner, City Manager  
City of Whitewater

## CITY OF WHITEWATER AND THE UNIVERSITY OF WISCONSIN- WHITEWATER

### **Memorandum of Understanding- Provision of Municipal Polling Place on UW-Whitewater Campus (Replaces Memorandum of Understanding dated July, 2012).**

It is the purpose of this Memorandum of Understanding to provide for a municipal polling place in the participating municipality on the university campus when deemed necessary under the circumstances described herein.

The University of Wisconsin-Whitewater's campus lies entirely within the city limits of Whitewater. The City and the University have in the past and are desirous of providing an accessible municipal polling place on campus for **Wards 7, 8, 9, 12, and 13**. These areas include a significant part of the campus. This polling place will be at the University **Kachel Field House**. After extensive work with the UW- Whitewater Student Government, the **2020 Presidential General Election** was held at this polling place and both the City and University now want to continue to hold certain elections on campus.

The following guidelines will apply to this agreement:

- The City and the University agree that it is beneficial to hold Presidential, Presidential Primary, and Gubernatorial elections for **Wards 7, 8, 9, 12, and 13** on the UW-Whitewater campus. Other elections will be held at the Downtown Armory unless otherwise directed by the Common Council.
- The University shall provide access to and the use of the University Polling Place at the **Kachel Field House** at least one day in advance of each municipal election and **until 10am the day** after each municipal election. The city clerk **or the University key staff contact person** will notify The Director of Recreation Sports & Facilities **the University Center reservation office** of all dates for the upcoming calendar year by April 1 annually.
- The University will provide sufficient secure space within the **Kachel Field House** to conduct municipal elections..
- The University will provide at a minimum, **forty (40) parking spaces evenly split between lot 11 (North of the Williams Center) and Lot 9 (Closest to the Southern Entrance)**. **These spaces will be** for use by poll workers and the general public during the day (6 a.m. to 10 p.m.) of all municipal elections when held at the **Kachel Field House**. These parking spaces should be clearly designated and marked by the University as reserved for poll workers and voters only **by a minimum of 6 pieces of signage per lot (a total of 12 pieces of signage)**.
- The University will work with the City on establishing adequate signage to direct voters to and from the University polling place. The University shall provide polling place signage deemed necessary.
- The University will name a key staff contact person who will be responsible for

coordinating all aspects of the University polling place with the City Clerk.

- The University shall provide access to telephones and photocopy machines for use by the City for election-related purposes.
- The University has reimbursed the City \$10,000 for initial election equipment needed to establish the Aldermanic District 2 polling place on campus. That payment was made on April 30, 2008. With the implementation of the Ward 10 polling place, the University also reimbursed the City for an additional \$12,155 towards the cost of voting equipment. Payment was \$12,155 ~~shall take place within 60 days of the date the equipment is acquired.~~
- When possible, the City will include students as poll workers. The City will work with members of Whitewater Student Government to identify and provide training for those students. During the training all steps necessary to pay students will be completed. **The City must provide payment to student workers within 14 days post-election.**
- **This memorandum will be reviewed again after the Presidential Election in 2024.**

Neither the University of Wisconsin-Whitewater nor the City of Whitewater shall be held liable to the other for damages, loss of equipment, injury to personnel or payment or compensation arising out of assistance rendered under the terms of this Memorandum of Understanding. This Memorandum of Understanding is designed to reflect a positive commitment toward enhancing, strengthening and continuing the working relationship that already exists between University of Wisconsin-Whitewater and the City of Whitewater.

The Memorandum of Understanding shall remain in full force and effect until the filing of a cancellation notice, signed by the Chancellor (or designee) or City Manager. Cancellation shall become effective thirty (30) days after the filing of such notice. This agreement is subject to review on an annual basis.

The University of Wisconsin-Whitewater and the City of Whitewater agree to enter into this memorandum. It shall become effective on the date that an executed copy is filed with each jurisdiction.

**Dated \_\_\_\_ day of January, 2020**

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Dwight Watson, Chancellor  
University of Wisconsin-Whitewater

---

Cameron Clapper, City Manager  
City of Whitewater

---

Michele Smith, City Clerk  
City of Whitewater



Office of City Clerk  
312 W. Whitewater Street  
P.O. Box 178  
Whitewater, Wisconsin 53190

www.ci.whitewater.wi.us  
Telephone: (262)473-0500 Ext. 202  
Fax: (262)473-0509

June 26, 2012

Dr. Richard Telfer, Chancellor  
UW-Whitewater  
800 W. Main St.  
Whitewater, WI 53190

Dr. Dr. Telfer:

Due to redistricting of voting districts, in February, the City Council amended the Memorandum of Understanding ("MOU") to incorporate the correct districts for the University dormitory areas. Wards 7, 8, 9 & 12 vote on campus for Gubernatorial, Presidential, and Presidential Primary elections.

We do not have a record of having a fully signed copy of this agreement. Enclosed are two copies of a revised MOU. The only change to the document are those related to Ward designations.

If acceptable, please sign and return one completely signed MOU to me. One fully executed copy is for your records.

If you have any questions or concerns, please let me know. Thank you for your cooperation.

Sincerely,

*Michele R. Smith*

Michele R. Smith,  
City Clerk

**AMENDED AGREEMENT BETWEEN THE CITY OF WHITEWATER AND THE UNIVERSITY OF WISCONSIN-  
WHITEWATER**

**Memorandum of Understanding-Provision of Municipal Polling Place on UW-Whitewater Campus  
(Replaces Memorandum of Understanding dated July, 2008, and MOU dated July, 2010).**

It is the purpose of this Memorandum of Understanding to provide for a municipal polling place in the participating municipality on the university campus when deemed necessary under the circumstances described herein.

The University of Wisconsin-Whitewater's campus lies entirely within the city limits of Whitewater. The City and the University are desirous of providing an accessible municipal polling place on campus for Wards 7 & 8 (Aldermanic District#2); and Ward 12 (a portion of Aldermanic District 5) and Ward 9 (a portion of Aldermanic District 3). These areas include a significant part of the campus. This polling place will be at the University's Hamilton Center. After extensive work with the University Student Government, both the 2008 presidential primary and spring municipal elections were held at this polling place and both the City and University now want to continue to hold certain elections on campus.

The following guidelines will apply to this agreement:

- The City and the University agree that it is beneficial to hold Presidential, Presidential Primary, and Gubernatorial elections for said Wards on the UW-Whitewater campus. Other elections will be held at the Downtown Armory unless otherwise directed by the Common Council.
- The University shall provide access to and the use of the university polling place at the Hamilton Center at least one day in advance of each municipal election and at least one day after each municipal election. The city clerk will notify the University Center reservation office of all dates for the upcoming calendar year by April 1<sup>st</sup> annually.
- The University will provide sufficient secure space within the Hamilton Center to conduct municipal elections. The University will also provide adequate storage for municipal election equipment and supplies between elections.
- The University will provide at a minimum, twenty (20) parking spaces in the Connor University Center parking lot (immediately adjacent to the Hamilton Center) for use by poll workers and the general public during the day (6 a.m. to 10 p.m.) of all municipal elections held at the Hamilton Center. These parking spaces should be clearly designated and marked by the University as reserved for poll workers and voters only.
- The University will work with the City on establishing adequate signage to direct voters to and from the university polling place. The University shall provide polling place signage deemed necessary.
- The University will name a key staff contact person who will be responsible for coordinating all aspects of the university polling place with the City Clerk.
- The University shall provide access to telephones and photocopy machines for use by the City for election-related purposes.
- The University has reimbursed the City \$10,000 for initial election equipment needed to establish the Aldermanic District 2 polling place on campus. That payment was made on April 30, 2008. With the implementation of the Ward 12 polling place, the University has agreed to reimburse the City for an additional \$12,155 towards the cost of new voting equipment. Payment of the \$12,155 shall take place within 60 days of the date the equipment is acquired.

- When possible, the City will include students as poll workers. The City will work with the University and with members of Whitewater Student Government to provide training for those students.

Neither the University of Wisconsin-Whitewater nor the City of Whitewater shall be held liable to the other for damages, loss of equipment, injury to personnel or payment or compensation arising out of assistance rendered under the terms of this Memorandum of Understanding. This Memorandum of Understanding is designed to reflect a positive commitment toward enhancing, strengthening and continuing the working relationship that already exists between University of Wisconsin-Whitewater and the City of Whitewater.

This Memorandum of Understanding shall remain in full force and effect until the filing of a cancellation notice, signed by the Chancellor (or designee) or the City Manager. Cancellation shall become effective thirty (30) days after the filing of such notice. This agreement is subject to review on an annual basis.

The University of Wisconsin-Whitewater and the City of Whitewater agree to enter into this memorandum. It shall become effective on the date that an executed copy is filed with each jurisdiction.

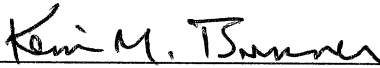
Dated this \_\_\_\_\_ day of February, 2012.

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Richard J. Telfer, Chancellor  
University of Wisconsin-Whitewater

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Michele R. Smith, City Clerk  
City of Whitewater

  
\_\_\_\_\_  
Kevin M. Brunner, City Manager  
City of Whitewater



## CITY OF WHITEWATER AND THE UNIVERSITY OF WISCONSIN- WHITEWATER

### Memorandum of Understanding- Provision of Municipal Polling Place on UW-Whitewater Campus (Replaces Memorandums of Understanding dated July, 2012 and January 2020).

It is the purpose of this Memorandum of Understanding to provide for a municipal polling place in the participating municipality on the university campus when deemed necessary under the circumstances described herein.

The University of Wisconsin-Whitewater's campus lies entirely within the city limits of Whitewater. The City and the University have in the past and are desirous of providing an accessible municipal polling place on campus for **Wards 8, 9, 10, 11, 12, and 13**. These areas include a significant part of the campus. This polling place will be at the University **Hamilton Center**.

The following guidelines will apply to this agreement:

- The City and the University agree that it is beneficial to hold Presidential, Presidential Primary, and Gubernatorial elections for **Wards 8, 9, 10, 11, 12, and 13** on the UW-Whitewater campus. Other elections will be held at the Downtown Armory unless otherwise directed by the Common Council.
- The University shall provide access to and the use of the University Polling Place at the **Hamilton Center** at least one day in advance of each municipal election and **until 10am the day** after each municipal election. The city clerk **or the University key staff contact person** will notify the University Center reservation office of all dates for the upcoming calendar year by April 1 annually.
- The University will provide sufficient secure space within the **Hamilton Center** to conduct municipal elections.
- The University will provide at a minimum, **twenty (20) parking spaces in the Connor University Center parking lot (immediately adjacent to the Hamilton Center)**. These spaces will be for use by poll workers and the general public during the day (6 a.m. to 10 p.m.) of all municipal elections when held at the **Hamilton Center**. These parking spaces should be clearly designated and marked by the University as reserved for poll workers and voters only.
- The University will work with the City on establishing adequate signage to direct voters to and from the University polling place. The University shall provide polling place signage deemed necessary.
- The University will name a key staff contact person who will be responsible for coordinating all aspects of the University polling place with the City Clerk.
- The University shall provide access to telephones and photocopier machines for use by

the City for election-related purposes.

- The University has reimbursed the City \$10,000 for initial election equipment needed to establish the Aldermanic District 2 polling place on campus. That payment was made on April 30, 2008. With the implementation of the Ward 10 polling place, the University also reimbursed the City for an additional \$12,155 towards the cost of voting equipment.
- When possible, the City will include students as poll workers. The City will work with members of Whitewater Student Government to identify and provide training for those students. During the training all steps necessary to pay students will be completed. **The City must provide payment to student workers within 14 days post-election.**

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The University of Wisconsin-Whitewater and the City of Whitewater agree to enter into this memorandum. It shall become effective on the date that an executed copy is filed with each jurisdiction.

**Dated \_\_\_\_ day of March, 2024**

\_\_\_\_\_  
Corey A. King, Chancellor  
University of Wisconsin-Whitewater

\_\_\_\_\_  
John Weidl, City Manager  
City of Whitewater

\_\_\_\_\_  
Heather Boehm, City Clerk  
City of Whitewater



# Council Agenda Item

|                                     |                                                                                                        |
|-------------------------------------|--------------------------------------------------------------------------------------------------------|
| Meeting Date:                       | April 4, 2024                                                                                          |
| Agenda Item:                        | 2024 Digicorp Block Contract                                                                           |
| Staff Contact (name, email, phone): | Tim Neubeck, <a href="mailto:tneubeck@whitewater-wi.gov">tneubeck@whitewater-wi.gov</a> , 262-473-1391 |

## BACKGROUND

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

The City of Whitewater partnered with Digicorp beginning in 2015 for the installation of the City’s VOIP phone system. As Digicorp staff are familiar with our infrastructure and can provide immediate support, a sole-source procurement was pursued last winter. Because the City’s IT infrastructure is extremely complex and outdated, Digicorp has been helpful in bridging the knowledge gap in both major projects and everyday operations. Since the City hired another full-time IT employee last month, I expect this block to last for quite some time and not to be used for standard operations; rather, it is strictly for niche, complex, or emergency issues. The City’s infrastructure is extremely old, and their assessments and recommendations are integral to ensuring key devices do not fail and are instead sunset in a proper manner. In the 18 months, Digicorp has assisted the City in the following projects through past block contracts.

- The creation of the City’s PEG channel on Spectrum
- Assisting a part-time intern in providing user support while I was on medical leave
- Replacement of all squad MDCs
- After the City’s backup device catastrophically failed, Digicorp loaned us a backup device until we could purchase another
- The upgrade & migration to Portals XL for the Police Department

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- \$15,000 block approved 11/7/23
- \$40,000 block approved 12/20/22

## FINANCIAL IMPACT

(If none, state N/A)

This is a budgeted expenditure for 2024 and is funded by allocations from all departments based on past usage.

Without this block, we would have to reach out to Digicorp or other service providers for assistance and be billed whatever they choose after the fact. Having a block contract means we are charged less per hour as we paid in full.

## STAFF RECOMMENDATION

Staff recommends approving this \$50,000 block contract which will last at a minimum through the end of the year.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Digicorp’s pre-paid labor block dollar contract in the amount of \$50,000.



Digicorp, Inc.

3315 N 124<sup>th</sup> St, Suite E • Brookfield, WI 53005 • 262-402-6100

**Pre-Paid LABOR Block Dollar Contract**

Rev. 3/19/2024

|                                                                                             |                          |
|---------------------------------------------------------------------------------------------|--------------------------|
| Purchased Block Amount:                                                                     | \$50,000                 |
| Billable Rates:                                                                             | (plus tax if applicable) |
| Work <b>during</b> normal business hours ( <i>M-F, 8a-4:30p, excluding holidays</i> )       |                          |
| IT Services                                                                                 | \$135 per hour           |
| Voice                                                                                       | \$125 per hour           |
| Video Surveillance/Cabling                                                                  | \$110 per hour           |
| Work <b>outside</b> normal business hours ( <i>M-F, 4:30p-8a, weekends &amp; holidays</i> ) |                          |
| IT Services                                                                                 | \$202.50 per hour        |
| Voice                                                                                       | \$187.50 per hour        |
| Video Surveillance/Cabling                                                                  | \$165.00 per hour        |
| Terms: Payment due with signed contract                                                     |                          |

*Note: Support via emergency after hours' page enforces a min. of 2 hrs. for remote services or 4 hrs. for onsite services, plus applicable trip charges.*

**Details**

This contract guarantees that *customer* will receive the above purchased block at the above billable rate(s). This contract can be used for emergency repair or scheduled maintenance work. If required, work on weekends or work after 4:30 PM on weekdays will utilize the rate specified above. In addition to the hourly rate for professional services, travel costs will be deducted from the contract total as incurred (Travel costs may include but are not limited to trip charge, travel time, mileage, and room and board). No sales tax will be charged on services or costs applied to the contract since tax will be collected at time of original block purchase.

The Digicorp services provided include, but are not limited to: (server integration, network services, wireless, network security, backup & recovery, consulting, telephone system support, unified communications, call recording & reporting, mobility solutions, VOIP & IP network assessment, implementation services & support, structured cabling, video surveillance, facility services & paging.) Digicorp engineering services will also serve as a consultative interface for the customer in dealing with third parties such as application providers, Internet service providers and telecommunications circuit providers. In cases when third parties are involved, Digicorp is not responsible for the costs incurred by these third parties. This agreement does not include the costs for hardware and software required to support the customer. Parts will be billed in addition to the hourly support cost.

Customer Name: City of Whitewater  
 312 W. Whitewater St.  
 Whitewater, WI 53190

Customer Acceptance

Date



## Council Agenda Item

|                                     |                                                                                                     |
|-------------------------------------|-----------------------------------------------------------------------------------------------------|
| Meeting Date:                       | 04/04/2024                                                                                          |
| Agenda Item:                        | Intergovernmental Agreement with City of Milwaukee – Republican National Convention                 |
| Staff Contact (name, email, phone): | Dan Meyer<br><a href="mailto:dmeyer@whitewater-wi.gov">dmeyer@whitewater-wi.gov</a><br>262-473-1371 |

### BACKGROUND

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

The 2024 Republican National Convention (RNC) will be held in the City of Milwaukee July 15-18, 2024. Hundreds of law enforcement agencies throughout the country have been requested to assist in securing the event. Subsequently, the Walworth County Mobile Field Force (MFF) Team will be activated for it. The Whitewater Police Department (WPD) has seven officers on the MFF Team, and our intent is to provide those seven officers for the duration of the event. The City of Milwaukee is requesting that our agency sign and return the included Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention document.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

No previous action on this specific item. Historically, Council approved a similar agreement with the City of Milwaukee in 2020 in preparation for the Democratic National Convention.

### FINANCIAL IMPACT

(If none, state N/A)

The agreement provides for reimbursement of staff wages and fringe benefits including health insurance, pension/retirement contributions, workers comp etc. Our staff will not be eligible for a per diem or lodging reimbursement due to the proximity of our agency (located closer than 50 miles) to the Emergency Operations Center, but will be eligible for mileage reimbursement. Reimbursement for any equipment used as well as market rate repair cost for any damage sustained to equipment during the event is also provided under the agreement.

### STAFF RECOMMENDATION

Staff recommends approval intergovernmental agreement with the City of Milwaukee as written.

**Proposed Motion:** “Move approval for police department staff to sign the intergovernmental agreement with the City of Milwaukee for the 2024 Republic National Convention as written.”

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Milwaukee Police Department Letter – Intergovernmental Agreement
2. Milwaukee Police Department Letter – Rules of Engagement
3. Intergovernmental Agreement with City of Milwaukee for 2024 Republican National Convention
4. IGA Exhibit A
5. IGA Exhibit B



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

**Jeffrey B. Norman**  
Chief of Police

(414) 933-4444

March 21, 2024

Dear Agency Head,

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

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

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

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

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

### **THE RO-1 FORM**

Please see the attached RO-1 form, and complete per the following instructions and email it back to [MPD\\_RNC2024@milwaukee.gov](mailto:MPD_RNC2024@milwaukee.gov) **no later than April 4, 2024**.

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

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

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

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

The attached RO-1 form, which is saved in the .pdf format, may be completed with handwritten or typed responses and emailed back to [MPD\\_RNC2024@milwaukee.gov](mailto:MPD_RNC2024@milwaukee.gov).

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

A number of participating agencies are members or co-chairs of official RNC subcommittees, and others may have had conversations with other outside entities related to participation in the RNC. Communication amongst participating local, state, and federal agencies for RNC planning purposes is necessary and encouraged, however it should be noted that per Federal RNC Grant requirements, costs incurred by your agency as a result of participating in the RNC are only reimbursable if the use of the resources which resulted in such costs were authorized by the Milwaukee Police Department RNC Planning Unit. Please reach out to the MPD RNC Planning Unit at 414-935-7171 or [MPD\\_RNC2024@milwaukee.gov](mailto:MPD_RNC2024@milwaukee.gov) for any questions you may have on this topic.

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

### **IGA COMPLETION PROCEDURE**

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

Please review the attached IGA in accordance with your internal policy and forward any questions or concerns you may have to the MPD RNC Planning Unit at [MPD\\_RNC2024@milwaukee.gov](mailto:MPD_RNC2024@milwaukee.gov).

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

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

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

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

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

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

### **DEVELOPING YOUR ROSTER**

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

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

In our next update email the MPD RNC Planning Unit will request that participating agencies submit an appropriate .jpg format image of their department logo or badge, as well as the full names, dates of birth, titles, and ID photos of participating members to facilitate the production of the MPD RNC credential cards. It is likely that this information will be requested to be submitted to the MPD RNC Planning Unit no later than **May 15, 2024**; however, if your agency has already selected your participating personnel, or intends to select participating personnel prior to the eventual submission date, please contact the MPD RNC Planning Unit at 414-935-7171 or [MPD\\_RNC2024@milwaukee.gov](mailto:MPD_RNC2024@milwaukee.gov) regarding and further instructions will be provided to expedite the production of your MPD RNC credential cards.

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

### **TIME AND ATTENDANCE TRACKING**

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



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

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

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

### **MULTIJURISDICTIONAL SPECIALTY UNITS**

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

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

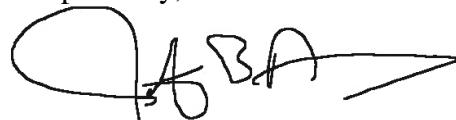
### **NEXT STEPS**

Please keep in mind that the MPD RNC Planning Unit is available Monday through Friday 9am-7pm to assist your agency in all aspects of the planning of this event, and you are encouraged to call 414-935-7171 or email [MPD\\_RNC2024@milwaukee.gov](mailto:MPD_RNC2024@milwaukee.gov) anytime with any questions or concerns you may have.

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

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

Respectfully,

A handwritten signature in black ink, appearing to read 'JBA', with a long horizontal stroke extending to the right.

Jeffrey B. Norman  
Chief of Police



**Milwaukee Police Department**

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

**Jeffrey B. Norman**  
Chief of Police

(414) 935-7200

Dear Agency Head,

The City of Milwaukee has been selected as the host city for the 2024 Republican National Convention from July 15 to July 18, 2024, and the Convention will be designated as a National Special Security Event (NSSE). To meet the extraordinary security demands of the Convention, the Milwaukee Police Department (MPD) values its law enforcement partnerships and has developed the attached Rules of Engagement for Crowd Control.

To maintain security and safety, by practice, the policies of the MPD dictate the protocol by which officers are expected to conduct their duties, often carrying with it the added responsibility of mitigating potential liability resulting from their duties. To assist our law enforcement partners, the established Rules of Engagement governing Crowd Control contain language from existing policies, as we are hopeful they will provide conformity and consistency during the NSSE.

I sincerely appreciate your law enforcement partnership and I am looking forward to working with your officers to provide a safe and successful event. If you have any questions or need any more information, please feel free to reach out to [MPD\\_RNC2024@milwaukee.gov](mailto:MPD_RNC2024@milwaukee.gov) or 414-935-7171.

Sincerely,

A handwritten signature in black ink, appearing to read 'J B Norman', written over a horizontal line.

Jeffrey B. Norman  
Chief of Police



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

**Jeffrey B. Norman**  
Chief of Police

(414) 933-4444

## **Milwaukee Police Department Rules of Engagement for Crowd Control**

### **Policy (MIRT SOI) (MIRT SOI I)**

It is the policy of the Milwaukee Police Department to protect individual rights related to the freedom of assembly and free speech, effectively manage crowds to prevent loss of life, injury or property damage and minimize disruptions to persons uninvolved. It is the responsibility of the Milwaukee Police Department to preserve peace and protect life and property.

MIRT (and pre-assigned Mobile Field Forces) provides the Milwaukee Police Department with the capability to appropriately respond to large public gatherings, demonstrations, disturbances, civil unrest, or other public safety incidents by the measured use of specially trained and equipped officers.

All Milwaukee Police members assigned a body worn camera will have cameras activated while participating in crowd control activities in accordance with SOP 747 Body Worn Cameras.

All Law Enforcement Officers assigned to crowd control duties will follow the direction of the Chief of Police or designated incident commander.

### **Discretionary Use of Force (SOP 460)**

Police members may use the force necessary to effectively maintain control of a situation and protect the safety of police members and the public. The use of force by a police member must be objectively reasonable. All uses of force will comply with the State of Wisconsin DAAT Disturbance Resolution Model, Intervention Options.

### **Peaceful Demonstration (SOP 910)**

A gathering of people expressing a position in a cooperative manner without violation of the law.

### **Command Authorized Use of Force (SOP 910/460)**

**Large-scale** use of impact munitions, the utilization of chemical/riot control agents must be authorized by the Chief of Police or the designated Assistant Chief of Police. Mass arrests may be made in the interest of safety and security. All uses of force must be reported to a supervisor.

### **Chemical/riot control agents requiring authorization (unless exigency precludes) (MIRT SOI VI (D)(3-5))**

- CS
- OC (pyrotechnic)
- PAVA

**Impact Munitions**

- 12-gauge munitions
- 40mm munitions
- 37mm munitions
- Pepper Ball
- Stingerballs (40mm/hand held)

The following use of force matrix is designed to apply the concepts of the Wisconsin Disturbance Resolution Model (DRM) in conjunction with the available use of force techniques that are trained and authorized by the Milwaukee Police Department for use by the Major Incident Response Team (MIRT). The DRM is a representation of intervention options that officers may use under the Wisconsin Defense and Arrest Tactics (DAAT) trained standards (DOJ, 2017).

**INTERVENTION OPTIONS (MIRT SOI VI (D)(3))**

| MODE                    | PURPOSE                                                                 | APPLICATION                                                                                              |
|-------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Presence                | To present a visible display of authority                               | To present authority and visual affirmation to generate voluntary compliance.                            |
| Dialogue                | To verbally persuade                                                    | To present verbalization of authority and instruction to gain voluntary compliance.                      |
| Control Alternatives    | To overcome passive resistance, active resistance, or their threats     | To gain compliance by using minimal amounts of physical force to establish control.                      |
| Protective Alternatives | To overcome continued resistance, assaultive behavior, or their threats | To prevent injury to officers or others by using force to generate voluntary compliance or gain control. |
| Deadly Force            | To stop the threat                                                      | To stop immediate and imminent attack on life or prevent great bodily harm to citizens and officers.     |

The Milwaukee Police Department-Major Incident Response Team (MIRT) has many different tactics and equipment that it uses to manage and control a crowd or gain control during civil disturbances. The intent of each equipment type is noted in the application list above by the mode it which it is being utilized. All intervention options should be utilized with clear and concise verbalization if possible. Visible changes to equipment and uniforms are an escalation of force. Uniform and equipment postures are to be directed by the MIRT Commander in accordance with the Incident Commander. **No individual MIRT member, teams, squads or units are to change their uniform or equipment posture without approval from the MIRT Commander unless an emergency arises making a tactical change in posture necessary for citizen or officer safety based on a quickly emerging and imminent threat. (MIRT SOI VI (D)(4))**

**Presence (MIRT SOI VI (D)(3)(a))**

- Safe-Smoke hand thrown white smoke grenade: marking, concealment, crowd intimidation, checking wind direction.
- Defense Technology Colored Smoke grenade (colored smoke): marking, concealment crowd intimidation.
- 40 mm SKAT (displayed and not deploying munitions) single launcher used to deploy several types of less-lethal munitions.

**Dialogue (MIRT SOI VI (D)(3)(b))**

- LRAD-Long Range Acoustic Device-used to project announcements/commands.

**Control Alternatives (MIRT SOI VI (D)(3)(c))**

- Thrown pyrotechnic O.C. deployment grenade: passive or active resistance or threat.
- Mark-9 Projector - O.C. Deployment to large group: passive or active resistance or threat.
- Tri-Chamber hand thrown flameless chemical grenade (indoor use): passive or active resistance or threat.
- LRAD-Long Range Acoustic Device: used to project non-kinetic acoustics to generate control and compliance through acoustic pain.

**Protective Alternatives (MIRT SOI VI (D)(3)(d))**

- 40mm Direct Impact munition (impact round and OC/ MARKING)
- 40 mm eXact Impact munition Sponge foam (impact munition)
- 40mm SKAT shell-4 submunitions to deploy a chemical agent (not an impact munition): passive or active resistance or threat.
- 40mm Stinger .60 cal round (rubber projectiles to skip fired or direct impact): passive or active resistance or threat.

Protective/Control alternatives shall not be utilized towards passively resistant demonstrators unless immediate dispersal of disorderly or threatening crowds is necessary in order to mitigate the immediate risks of continued escalation and further violence. This includes situations where passively resistant demonstrators are observed to intentionally behave as a shield or crowd cover to impede lawful attempts to identify, apprehend or disrupt the actors engaged in collective violence, destruction of property, or other unlawful acts.

Members shall not utilize Oleoresin Capsicum (OC) on peaceful demonstrations. A peaceful demonstration is defined as a gathering of people expressing a position in a cooperative manner without violation of the law. **(SOP 460.25(G))**

**Deadly Force (MIRT SOI VI (D)(3)(e))**

- Handgun
- Patrol Rifle

**LE Response to Crowd Control (MIRT SOI VI (D)(5))**

| Behavior                                                                                                                                                                                                                                                              | Presence                                                                                                                | Dialog                                                                 | Control Alternatives                                                               | Protective alternatives                                                               | Deadly Force                         |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------|
| Crowd protesting, no violence but failing to disperse                                                                                                                                                                                                                 | Uniform presence w/o protective, worn only carried                                                                      | Verbal commands to disperse-bullhorn                                   | X                                                                                  | X                                                                                     | X                                    |                                                          |
| Crowd protesting, visible signs of escalation (arming with projectiles, increased volume via voice projection devices) failing to disperse                                                                                                                            | Uniform presence protective worn, face shields down                                                                     | Verbal commands to disperse-bullhorn or LRAD                           | 40 MM SKAT displayed                                                               | X                                                                                     | X                                    |                                                          |
| Crowd protesting, visible signs of escalation (arming with projectiles, increased volume via voice projection devices) continued failing to disperse                                                                                                                  | Uniform presence protective worn, face shields down, deployment of smoke (white or colored)                             | Verbal commands to disperse-LRAD                                       | 40 MM SKAT displayed                                                               | X                                                                                     | X                                    |                                                          |
| Crowd protesting, visible signs of escalation (visual signs that the crowd or individuals are going to throw projectiles, increased volume via voice projection devices) continued failing to disperse, visible changes to crowd dynamics or organization to escalate | Uniform presence protective worn, face shields down, Protective Gas mask donned, deployment of smoke (white or colored) | Verbal commands to disperse, utilization of LRAD non-kinetic acoustics | 40 MM deploying SKAT, Thrown OC pyrotechnics, Individual O.C. Mark-9 O.C.          | X                                                                                     | X                                    |                                                          |
| Behavior                                                                                                                                                                                                                                                              | Presence                                                                                                                | Dialog                                                                 | Control Alternatives                                                               | Protective alternatives                                                               | Deadly Force                         |                                                          |
| Crowd protesting, visible signs of escalation (throwing of projectiles, increased volume via voice projection devices) continued failing to disperse, visible changes to crowd dynamics or organization to escalate                                                   | Uniform presence protective worn, face shields down, Protective Gas mask donned, deployment of smoke (white or colored) | Verbal commands to disperse utilization of LRAD non-kinetic acoustics  | 40 MM deploying SKAT munition, Thrown OC pyrotechnics, Individual O.C. Mark-9 O.C. | 40 MM deploying Stinger rounds, Direct impact munitions, eXact impact OC/CS munitions | X                                    |                                                          |
| Individual or group armed with edged weapons, firearms                                                                                                                                                                                                                | Uniform presence protective worn, face shields down, Protective Gas mask donned, deployment of smoke (white or colored) | Verbal commands if able                                                |                                                                                    |                                                                                       | Pistol or patrol rifle (if equipped) | Target isolation and imminent threat criteria imperative |

**For further information related to the Milwaukee Police Department's Standard Operating Procedures, refer to [Code of Conduct & Standard Operating Procedures \(milwaukee.gov\)](http://milwaukee.gov)**

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

**Distribution via DocuSign in this order:**

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

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

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

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

**II. Background.**

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

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

**V. Additional Terms of Agreement.**

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



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

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

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

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

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

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

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

4.3.5 A completed W-9 form.

4.4 Timing of payments and recoupment.

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

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

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

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

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

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

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

11.2 Assisting Personnel Remain Employees of Contractor. Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Contractor for those expenses under the terms of this Agreement. This paragraph does not diminish the City's reimbursement obligations set forth elsewhere in this Agreement. **Because Contractor is claiming reimbursement for fringe benefits, including worker's compensation contributions/premiums, Contractor expressly waives any right to reimbursement for worker's compensation or other medical liability claims, including but not limited to claims under Wis. Stat. § 66.0513(2).**

12. **Indemnification.** The City shall indemnify Contractor and Assisting Personnel for liability to third parties incurred while Assisting Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.
13. **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A.
14. **Remedies for noncompliance.** If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:
- 14.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
  - 14.2 Deny both use of funds for all or part of the activity or action not in compliance;
  - 14.3 Wholly or partially suspend the Agreement;
  - 14.4 Withhold further reimbursement;
  - 14.5 Terminate the Agreement;
  - 14.6 Take other remedies that may be legally available.
15. **Termination.**
- 15.1 Termination by Milwaukee. Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in the Agreement budget prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement; (2) such costs do not exceed the amount allowed under the Agreement; and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.

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

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

22.1 Amendment Permitted. This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms.

22.2 Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.

22.3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA).

22.4 Energy Efficiency. Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that:

22.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

22.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

22.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

22.5.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

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

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

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

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

- 23.2 Lead Local Law Enforcement Agency and Assignments. MPD is the lead local law enforcement agency for purposes of the Convention Security Plan. The Milwaukee Police Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor’s commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MPD and MPD shall reasonably attempt to accommodate the objection. The decision of the MPD regarding the objection and the requirements of the Security Plan shall control.
- 23.3 Policies and Law to Apply. Assisting Personnel will abide by applicable MPD policies, the lawful commands of the MPD Chief of Police and their designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Rules of engagement and applicable standard operating procedures are available at <https://milw.sharepoint.com/:f:/r/sites/MPDRNCInformationCenter/Shared%20Documents/General?csf=1&web=1&e=KpTEFq> (see “Outside Agency Documents” → “Files” → “Wisconsin Intergovernmental Agreements Documents” folder) and must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request. To activate this link, and access these documents, please request access by contacting the MPD RNC Planning Unit by email at [MPD\\_RNC2024@milwaukee.gov](mailto:MPD_RNC2024@milwaukee.gov) or by telephone at (414) 935-7171.
- 23.4 Police Authority. Most Assisting Personnel duty assignments shall include the assignment of at least one MPD officer. Should an arrest or stop be required, the MPD officer shall conduct the arrest, and Assisting Personnel shall assist as directed. Assisting Personnel shall not conduct arrests or stops unless required to do so by emergent circumstances in which an MPD officer is not available or capable of conducting the arrest or stop. In such cases, the arresting officer shall include an MPD officer at his/her earliest opportunity and shall provide that MPD officer with all relevant and/or requested information. This Agreement is a request for assistance pursuant to Wis. Stat. §§ 66.0301 and 66.0313, pursuant to which a responding Wisconsin officer may assist with an arrest, notwithstanding any other jurisdictional provision.
- 23.5 Conformance to Security Plan. All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MPD Chief of Police and their designees.

**24. Assisting Personnel and Responsibilities.**

- 24.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MPD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MPD. MPD shall make reasonable efforts to coordinate the training schedule with Contractor.
- 24.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of Contractor.
- 24.3 Field Operations Guide. MPD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.
- 24.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor’s performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of

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

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

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

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

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

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

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

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

24.7 Assisting Personnel Equipment.

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

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

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

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

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

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



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

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

CITY OF MILWAUKEE,  
A Municipal Corporation

By Its Milwaukee Police Department

By: \_\_\_\_\_  
Chief Jeffrey B. Norman

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

CONTRACTOR: See Exhibit A

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_ Date: \_\_\_\_\_  
(City Comptroller)

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

\_\_\_ Initials (Comptroller Staff)

\_\_\_ Initials (Comptroller Staff)

Examined and approved as to form and execution this \_\_\_ day of  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
Assistant City Attorney

**Exhibit A** to Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.

**I. Contract Number.**

|  |
|--|
|  |
|--|

**II. Contractor Name, Contact Information, and UEI.**

|                                            |                                            |
|--------------------------------------------|--------------------------------------------|
| Contractor Name                            | Name:                                      |
| Contractor Unique Entity Identifier        | UEI:                                       |
| Contractor Contact - regular communication | Name:<br>Phone:<br>Email:                  |
| Contractor Contact - official notice       | Name:<br>Address:<br>With copy to (email): |

**III. Milwaukee Contact Information.**

|                                           |                                                                                              |
|-------------------------------------------|----------------------------------------------------------------------------------------------|
| Milwaukee Contact - regular communication | Name:<br>Phone:<br>Email:                                                                    |
| Milwaukee Contact - official notice       | Name:<br>Address:<br>Email:<br>With copy to (email): Andrea Fowler at anfowler@milwaukee.gov |

**IV. Overtime Policy.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>If Contractor is requesting any reimbursement at overtime rates, provide a description of Contractor’s overtime policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the following overtime policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.</p> |
| <p><b>Overtime description and citations:</b></p><br><br><br><br><br><br><br><br><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**V. Travel Policy.**

|                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>If Contractor is requesting any reimbursement of wages paid for travel time, provide a description of Contractor’s travel policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

following travel policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.

**Overtime description and citations:**

## Exhibit B: Republican National Convention Reimbursement

Check **Estimate** (fill out this form as an estimate when signing the Agreement)

Check **Final** (fill out this form with final information when filing your final reimbursement request after the Convention)

|                     |                           |              |
|---------------------|---------------------------|--------------|
| <b>Contractor:</b>  |                           |              |
| <b>Prepared By:</b> | <b>Contact Phone's #:</b> | <b>Email</b> |
| <b>Approved By:</b> | <b>Contact Phone's #:</b> | <b>Email</b> |

### Payroll Costs

|                                     |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Pension Rate</b>                 | 0.00% | <b>Directions for this form when completing the "Estimate":</b> Please fill out the entire form in Microsoft Excel. Return the form to Milwaukee in Excel format. Milwaukee will review this form and respond with any requested edits. When all information has been agreed to by both Milwaukee and Contractor, Milwaukee will pdf the form and return it to Contractor as part of the Agreement through DocuSign.<br><b>Direction for this form when completing the "Final" cost reimbursement:</b> Please fill out the entire form in Microsoft Excel and send it to Milwaukee. Milwaukee will review and respond with any requested edits. When all information has been agreed to by both Milwaukee and Contractor, Milwaukee will pdf the form and return it to Contractor through DocuSign. |
| <b>FICA Rate</b>                    | 0.00% |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Medicare Rate</b>                | 0.00% |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Workers' Comp. Benefits Rate</b> | 0.00% |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Contractor Employee's Name | Number (enter "1" for each) | Payroll ID | Service Dates | Rank | Regular Hourly Rate | OT Hourly Rate | Projected Regular Hours | Projected OT Hours | Total Salary Expense | Fringe [auto filled from above] | Projected Total Expense with Fringe |
|----------------------------|-----------------------------|------------|---------------|------|---------------------|----------------|-------------------------|--------------------|----------------------|---------------------------------|-------------------------------------|
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
|                            |                             |            |               |      | \$0.00              | \$0.00         | 0                       | 0                  | \$0.00               | \$0.00                          | \$0.00                              |
| </                         |                             |            |               |      |                     |                |                         |                    |                      |                                 |                                     |





| Additional Requested Costs (Not Listed Above)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <p><b>Additional Expenses:</b> Provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.</p> <p>Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. <b>Example:</b> If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the estimate/invoice per room for the total cost of the lodging.</p> <p><b>NOTE: Any reimbursement under this section that are not included in the approved Estimate must be preapproved In Writing by the City and such preapproval shall be attached to this form.</b></p> | Description of Additional Cost |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Total</b>                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Amount of Total Cost           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ -                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ -                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ -                           |

| Equipment      |              |        |                                                                                               |
|----------------|--------------|--------|-----------------------------------------------------------------------------------------------|
| Equipment Name | Dates of Use | # Days | Written Cost Calculation (e.g., daily rate of \$100 x 4 days + estimated fuel costs of \$300) |
|                |              |        |                                                                                               |
|                |              |        |                                                                                               |
|                |              |        |                                                                                               |
| <b>Total</b>   |              |        | \$ -                                                                                          |

| Total Request for Reimbursement |                        |
|---------------------------------|------------------------|
|                                 | Salary \$0.00          |
|                                 | Meals Per Diem Costs - |
|                                 | Transportation -       |
|                                 | Additional Expenses -  |
|                                 | <b>Total Cost \$ -</b> |