



Common Council Meeting

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

Tuesday, October 15, 2024 - 6:30 PM

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

Please click the link below to join

<https://us06web.zoom.us/j/85183483921?pwd=2QXCtaFWNI5qGeP3ISISOqPFW1rPGF.1>

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

Webinar ID: 851 8348 3921

Passcode: 245344

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

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

PROCLAMATION

1. 2024 White Cane Safety Day- **City Manager**

CONSENT AGENDA

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

2. Approval of Common Council Meeting Minutes from September 17, 2024 and October 1, 2024.
3. Public Works Committee Meeting Minutes from September 10, 2024
4. Appointment of Camden Harlan to the Library Board.

- [5.](#) WE Energies request for 15 foot easement on City owned property just north of 162 W. Main Street and 110 N First Street (Parcel /OT 00013).
- [6.](#) Amendment to Slater Development.

CITY MANAGER REPORT

STAFF REPORTS

- [7.](#) Fitch & Associates WPD Organizational and Workload Study presentation- **PD**
- [8.](#) Reflecting on 2 years of Progress in Whitewater-**City Manager**
- [9.](#) ATV/UTV Data update-**PD**
- [10.](#) Update on Whitewater Middle School parking on Elizabeth Street-**Public Works**
- [11.](#) Mid Block crosswalks on Main Street by UW Whitewater-**Public Works**
- [12.](#) Public Works Update-turning radius on Franklin & Main-**Public Works**
- [13.](#) Common Council meeting at UW Whitewater-**City Clerk**
- [14.](#) Presentation and brief overview of draft 2025 budget-**Finance**

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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ORDINANCES

First Reading

- [15.](#) **Ordinance 2024-O-15** An ordinance revising Chapter 10 reference in Ordinances 2024-O-05 Chapter 20- **Municipal Code Enforcement**

CONSIDERATIONS

- [16.](#) Discussion and Possible Action regarding the Beverage Operator's License for Kathleen Walz- **City Clerk**
- [17.](#) Discussion and Possible Action regarding changing winter parking restrictions to start December 1 instead of November 1- **Public Works**
- [18.](#) Discussion and Possible Action regarding WE Energies request for 12-foot easement at 431 W Center Street (Whitewater Library) - **Public Works**

- [19.](#) Discussion and Possible Action regarding WPD request for proposals-Public Safety Referendum Communications Firm-**PD**
- [20.](#) Discussion and Possible Action regarding US Department of Justice COPS Grant Award-Requesting Award Acceptance- **PD**
- [21.](#) Discussion and Possible Action regarding the approval of a Utility Billing Contract- **Finance**
- [22.](#) Discussion and Possible Action regarding changing Vendors for Fire/EMS Billing Services-**Finance**
- [23.](#) Discussion and Possible Action regarding the agreement for health insurance services with Carebot Health, Inc. (d/b/a Self Fund Health).-**HR**
- [24.](#) Discussion and Possible Action regarding the proposal for dental insurance services with Delta Dental-**HR**
- [25.](#) Discussion and Possible Action regarding the contract for benefit account services with Associated Bank-**HR**
26. Councilmember Requests for Future Agenda Items or Committee items. Questions

FUTURE AGENDA ITEMS

27. Financial Outcomes with Walworth County TLE. -**Q4**
28. WAFC year-end financial update.- **Hicks Q4**
29. Audio/Visual System Updated in Council Chamber-**Hicks Q4**
30. Resolution to raise Permit Fees - **Economic Development Director Q4**
31. Bird Scooters on sidewalks-**Smith Q4**
32. Look at traffic and pedestrians near Casey's, Walmart, & Aldi-**Schanen Q4**

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.

From: noreply@civicplus.com
To: Info
Subject: Online Form Submittal: Request a Proclamation Form
Date: Tuesday, September 17, 2024 3:48:44 PM

Request a Proclamation Form

Proclamation Request

All requests for proclamations should be submitted to this office at least three weeks in advance for consideration. If you have any questions or need assistance please contact the City Manager's Office at 262.473.0104.

Name (Contact Person)	Jaxon Baker
Email Address	info@wcblind.org
Phone Number	6082551166
Date Proclamation is Needed	10/15/2024
Date to be Proclaimed	10/15/2024
Name	White Cane Safety Day
Organization	Wisconsin Council of the Blind & Visually Impaired

Background Information on the person or organization and supporting materials, such as event details. Please be as specific as possible.

Dear City Manager John Weidl,

October is Pedestrian Safety Month, and for the 60th straight year, October 15 is being recognized nationally as White Cane Safety Day. The Wisconsin Council of the Blind and Visually Impaired would like to request the city of Whitewater issue a proclamation recognizing October 15th as White Cane Safety Day at an upcoming Common Council meeting.

Our mission at Wisconsin Council of the Blind & Visually Impaired is to promote the dignity and empowerment of the people of Wisconsin who live with vision loss through advocacy, education, and vision services.

Nearly a third of Wisconsin residents are nondrivers and thousands of state residents living with vision loss use a white cane for mobility and safe travel. Wisconsin law helps protect white cane users by requiring motorists to yield to them.

Wisconsin's White Cane Law, Statute N. 346.26(1) states:

“An operator of a vehicle shall stop the vehicle before approaching closer than 10 feet to a pedestrian who is carrying a cane or walking stick which is white in color or white trimmed with red and which is held in an extended or raised position or who is using a dog guide and You don't often get email from mayor@ci.beaverdam.wi.gov. Learn why this is important shall take such precautions as may be necessary to avoid accident or injury to the pedestrian.”

Last year, leaders in 34 Wisconsin municipalities and Gov. Evers issued proclamations recognizing October 15 as White Cane Safety Day, raising awareness of the state's White Cane Law and honoring its role in promoting the safety of all pedestrians.

This year, we encourage you to issue an official proclamation in Whitewater. A Sample proclamation template along with additional White Cane Safety Day information is available at: WCBlind.org/events/white-cane-safetyday/. You can also ensure your community projects include these key pedestrian safety features. <https://WCBlind.org/PedSafety>

Please reply or contact us at Info@WCBlind.org to let us know if you will be issuing a proclamation this year. We encourage you to invite a representative from your community to accept a 2024 proclamation in person or virtually. If you do not have a resident to present the proclamation to, we would be honored to display a mailed proclamation at our office. Our address is: Wisconsin Council of Blind & Visually Impaired 754 Williamson St. Madison, WI 53703. We'd appreciate receiving it by 10/15 if possible.

We invite you to join us in building communities that are safer and more welcoming for all residents. Thank you in advance for promoting pedestrian safety in your municipality and helping raise awareness of Wisconsin's White Cane Law.

I would like to thank you for your consideration in advance and hope to hear from you soon.



City of
WHITEWATER
PROCLAMATION

White Cane Safety Day October 15, 2024

WHEREAS, blindness and severe visual impairment affect approximately 100,000 Wisconsin residents; and

WHEREAS, the majority of these people use travel aids, such as a white cane or a service animal to get around public streets and sidewalks and places of public accommodation; and

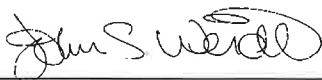
WHEREAS, these travel aids are universally recognized as symbols representing vision loss; and

WHEREAS, Wisconsin's White Cane Law requires that motorists come to a full stop before approaching closer than 10 feet to a pedestrian who is using a white cane or service animal; and

WHEREAS, greater awareness of the White Cane Law leads to safer, more attentive driving in general, enhancing the safety of all pedestrians, including children, elders and people with disabilities.

NOW, THEREFORE BE IT RESOLVED that, I, Interim City Manager John Weidl, on behalf of the residents of the City of Whitewater, do hereby proclaim Tuesday, October 15, 2024 as **White Cane Safety Day** in Whitewater and also acknowledge the importance of pedestrian safety year-round.

Dated this 3rd day of October, 2024.



John S. Weidl, City Manager



Common Council Meeting

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

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

Webinar ID: 878 6321 5809

Passcode: 319491

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MINUTES

CALL TO ORDER

Council President Singer called the meeting to order at 6:30 pm.

ROLL CALL

PRESENT

Council President Patrick Singer

Councilmember Neil Hicks

Councilmember Brienne Brown

Councilmember Lisa Dawsey Smith

Councilmember Greg Majkrzak

Councilmember Orin Smith

Councilmember Brian Schanen

City Manager John Weidl

City Attorney Jonathan McDonnel

Public Works Director Brad Marquardt

City Clerk Heather Boehm

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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Motion made to approve the agenda by Councilmember Schanen, Seconded by Councilmember Smith. Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

GUEST SPEAKERS

1. Chancellor King

UW Whitewater's Chancellor commented on the City of Whitewater and the UW's strong relationship. He explained 79% of students remain in WI after graduation and looks forward to future success with the city.

2. WSG President Bradley Douglas will speak about the Student Organization Freedom of Speech statement.

Whitewater Student Government President Bradley Douglas spoke about the Student Organization Freedom of Speech statement. He stated that by adhering to these values, we can ensure that the voice of every Warhawk is heard.

STUDENT ORGANIZATION FREEDOM OF EXPRESSION STATEMENT

Student organizations at the University of Wisconsin- Whitewater are in a unique position to advance the University's commitment to freedom of expression [link] and the ability of students to freely debate and discuss matters of public importance in the pursuit of greater knowledge. Through the programming they sponsor and the leadership they provide on campus, student organizations also contribute to the formation of a university community that embraces difference and fosters a sense of belonging among community members. In light of the differences that inevitably arise in our community, civil discourse refers to our responsibility to engage with one another respectfully about matters of public concern with the intent to expand knowledge and promote understanding.

With this in mind, we are committed to the following values and will seek to hold ourselves to them when engaging in civil discourse:

A commitment to free expression: In keeping with the University's commitment to protecting freedom of expression, we endorse freedom of speech as an essential right. This includes the constitutionally protected expression of viewpoints that some members of the university community may find unwelcome or offensive. We affirm that free

speech rights are especially important in a community that is dedicated to academic freedom, critical thinking, and the formation of informed citizens.

Respect for difference and the inherent dignity of every person: Civil discourse requires mutual respect in the face of differences of opinion, viewpoint, and identity. Regardless of the differences and disagreements that may come to light in a community committed to freedom of expression, we recognize the inherent dignity of each individual and their right to express themselves freely without being subject to personal attacks.

Intention to understand: When confronted with expression that challenges us, civil discourse requires a willingness to learn and to seek to understand. This willingness is based on the acknowledgement that both speaker and listener can learn from engagement with one another and that neither has all the answers to questions of public concern.

Inclusivity and empathy: As members of a university community committed to understanding, we acknowledge the importance of inclusivity as both a core value and as a way to ensure the widest possible discussion. To foster an inclusive environment, we commit to listening and speaking with respect and care, seeking whenever possible to advance understanding rather than hinder it, and to build up rather than tear down members of our shared community.

Optional Pre-Event Statement:

We, the (insert org name) and host of this event, support and acknowledge the Student Organization Freedom of Expression statement. It is our expectation that all of those present with us today engage with one another in a manner that is respectful and with the intention of listening to understand, while also being mindful of the statements four values:

A commitment to free expression

Respect for difference and the inherent dignity of every person

Intention to understand

Inclusivity and empathy

By adhering to these values, we can ensure that the voice of every Warhawk is heard at this event.

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 Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

Public Works Director Marquardt explained the rate increase for John's Disposal is 2.4% and already built into their contract and not a user fee.

3. Lake Advisory Committee Meeting Minutes from July 31, 2024.
4. Public Works Meeting Minutes from August 13, 2024.
5. Resignation of Jaime Weigel from the Landmarks Commission and the Library Board.
6. Discussion and Possible Action regarding Approval of 2025 Rate Increase for John's Disposal. -**Public Works**

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

7. Brown Cab update-**Finance Q3**

Finance Director Blich gave an update on the Brown Cab company. She explained in the past few months, Brown Cab did struggle with staffing issues causing shortened hours for the rideshare company. She did confirm that they are now have full staff and they will have more complete hours. There is one more year on their contract and will look at how they did over that year.

HEARING OF CITIZEN COMMENTS

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Kristine Hayes (135 N Esterly Ave) commented on the Bird Scooters and wants Council to look into a way to keep them off the sidewalks.

Jeff Knight (405 Panther Court) commented on the Discover Whitewater Series Race and thanked all participants and sponsors for the their involvement in the race.

Susan Chandler (Lakeview Dr) commented on UW Whitewater students getting registered to vote and supports and would like to volunteer for the Warhawk Votes campaign.

RESOLUTION

8. Resolution to Withdraw from the Wisconsin Public Employers' Group Health Insurance Program-**HR**

Motion made to approve the withdrawal from Wisconsin Public Employers' Group Health Insurance by Councilmember Dawsey Smith, Seconded by Councilmember Schanen. Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

ORDINANCES

First Reading

9. **Ordinance 2024-O-14** an ordinance revising the Junk Ordinance-**Municipal Code Enforcement**

Motion made to approve the first reading of Ordinance 2024-O-14 revising the Junk Ordinance by Councilmember Schanen, Seconded by Councilmember Smith. Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

10. **Ordinance 2024-O-15** an ordinance to amend 14.04.010 to Adopt the State of Wisconsin Uniform Dwelling Code Amending to add Commercial Code and Appendices, § SPS 360-391 and § SPS316, and their successors. -**Municipal Code Enforcement**

Motion made to approve the first reading of Ordinance 2024-O-15 to amend 14.04.010 to Adopt the State of Wisconsin Uniform Dwelling Code Amending to add Commercial Code and Appendices, § SPS 360-391 and § SPS316, and their successors. by Councilmember Hicks, Seconded by Councilmember Majkrzak. Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

Motion made to waive 2nd reading of the above ordinance by Councilmember Schanen, Seconded by Councilmember Smith. Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

Second Reading

11. **Ordinance 2024-O-16** an ordinance to Repeal of Whitewater Ordinance 2.12.020 – Authority to Make Purchases-**Finance**

Motion made to approve Ordinance 2024-O-16 to repeal of Whitewater Ordinance 2.12.020 by Councilmember Hicks, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

CONSIDERATIONS

12. Discussion and Possible Action regarding forming a Spring Splash Task Force-**Economic Development Director**
 Motion made to approve forming a Spring Splash Task Force by Council President Singer, Seconded by Councilmember Brown.
 Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

13. Discussion and Possible Action regarding Starin Road Pedestrian Safety-**Public Works/UW**
 Motion made to close Starin Rd for two weeks, Monday thru Friday 6 am - 6 pm, October 7 thru October 18, 2024 as a trial run for permanent closer of that road during the timeframe, for pedestrian safety, by Councilmember Majkrzak, Seconded by Councilmember Brown.
 Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Majkrzak, Councilmember Smith
 Voting Nay: Councilmember Dawsey Smith, Councilmember Schanen

14. Councilmember Requests for Future Agenda Items or Committee items. Questions
 Councilmember Smith would like the Bird scooter contract looked at and how to keep them off the sidewalks. Should have Public Works committee look into this first. Also the Spring Splash task force, make sure the students and UW are represented on this committee.
 Councilmember Schanen would like the pedestrian traffic looked into on Main Street by Casey's and Walmart. Also the Winter Parking ban from 11/1-12/1.
 Councilmember Hicks would also like the Bird scooters looked into.
 Council President Singer would like someone to look into mid-block pedestrian crossing on Main Street.

FUTURE AGENDA ITEMS

15. Review the reference to Chapter 10 in Ordinances 2024-O-05, 2024-O-06 Title 19 and 20.-
Dawsey Smith Q2
16. Comparison of Public Comments-**City Manager Q3**
17. Financial Outcomes with Walworth County TLE. -**Q4**

18. Turning radius on Franklin and Main-**Dawsey Smith Q4**
19. WAFC year-end financial update.- **Hicks Q4**
20. Audio/Visual System Updated in Council Chamber-**Hicks Q4**
21. Fitch & Associates WPD organizational and workload study findings.-**PD Q4**
22. Resolution to raise Permit Fees - **Economic Development Director Q4**
23. Edgerton Hospital Whitewater Clinic to Expand Services.-**Singer Q4**

ADJOURNMENT

Motion made to adjourn at 8:17 pm by Councilmember Majkrzak, Seconded by Councilmember Smith. Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

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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.



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MINUTES

CALL TO ORDER

Council President Patrick Singer called the meeting to order at 6:30 pm.

ROLL CALL

PRESENT

Council President Patrick Singer

Councilmember Neil Hicks

Councilmember Brienne Brown arrived at 6:31 pm

Councilmember Lisa Dawsey Smith

Councilmember Greg Majkrzak via Zoom

Councilmember Orin Smith

Councilmember Brian Schanen

City Attorney Jonathan McDonnel

City Manager John Weidl

Public Works Director Brad Marquardt

City Clerk Heather Boehm

PLEDGE OF ALLEGIANCE

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Motion made to approve the agenda by Councilmember Dawsey Smith, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

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 Smith, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

1. Approval of Common Council Meeting Minutes from September 3, 2024.
2. Plan and Architectural Review Commission Minutes from August 12, 2024
3. Library Board Minutes for July 15, 2024 and August 19, 2024.
4. Resignation of Megan Matthews from the Parks and Recreation Board.
5. Approval of Fireworks Permit for Whitewater High School Homecoming October 4, 2024.
6. CDA Meeting Minutes from August 15, 2024.
7. Finance Committee Meeting Minutes from August 28, 2024 and Special Meeting Minutes from September 11, 2024.
8. August 2024 Financial Statements

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. Starin Park Water Tower Referendum Information - **Public Works**

Public Works Director Marquardt went through a Power Point outlining the Starin Park Water Tower Referendum and what it would happen or mean if citizens voted yes or no on the upcoming November 5th election.

10. November 5, 2024 Common Council meeting will be moved to Thursday November 7, 2024 due to the General Election per Ordinance 2.08.010 (a) - **City Clerk**

City Clerk Boehm explained that per Ordinance 2.08.010(a) since the first Common Council meeting in November, falls the same date at the General Election, November 5, 2024, the first Common Council meeting in November will be held on that Thursday, November 7th, 2024. Same time, same place.

11. Fitch & Associates organizational workload study and anticipated decision timeline-**PD**

Police Chief Meyer gave an updated timeline of the Fitch & Associates organizational workload study and anticipated decision. Everything is outlined in the packet, and if a referendum were needed, it will be on the April 1, 2025 ballot.

12. Fire Department Bunkroom Construction & Bathroom Remodel.-**Fire Department**

Motion made to put the Fire Department Bunkroom Construction and & Bathroom Remodel back out to bid by Councilmember Dawsey Smith, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

13. Safe Haven Baby Box Rebid- **Fire Department**

Chief Freeman explained that since no one bid on the Safe Haven Baby Box install, that this is going out to rebid as well. He hopes that the company that does the Bunk Room Construction will also do the install of the Baby Box as well.

HEARING OF CITIZEN COMMENTS

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No Public Comment at this time.

RESOLUTION

14. Resolution to Authorize the Parks Department to apply for a Surface Water Grant from Wisconsin Department of Natural for Comprehensive Planning for Lakes and Watershed.-
Parks

Motion made to approve the Resolution allowing the Parks Department to apply for a Surface Water Grant from the Wisconsin Department of Natural Resources for Comprehensive Planning for Lakes and Watershed by Councilmember Dawsey Smith, Seconded by Councilmember Brown.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

ORDINANCES

First Reading

15. **Ordinance 2024-O-17** an ordinance to amend Ordinance 1.21.010 (9.14) to replace Indian Mounds Park with Whitewater Effigy Mounds Preserve.- **Parks**

Motion made to approve the Ordinances 2024-O-17 **thru** Ordinances 2024-O-2022 to replace Indian Mounds Park with Whitewater Effigy Mounds Preserve by Councilmember Schanen, Seconded by Councilmember Dawsey Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen.

Motion made to waive the 2nd reading on all the above Ordinances by Councilmember Schanen, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

16. **Ordinance 2024-O-18** an ordinance to amend Ordinance 7.38.010(a) to replace Whitewater Indian Mounds Park with Whitewater Effigy Mounds Preserve.- **Parks**
17. **Ordinance 2024-O-19** an ordinance to amend Ordinance 7.38.020 to replace Indian Mounds Park with Whitewater Effigy Mounds Preserve.- **Parks**
18. **Ordinance 2024-O-21** an ordinance to amend Ordinance 9.12.010 to replace Indian Mounds Park with Whitewater Effigy Mounds Preserve.- **Parks**
19. **Ordinance 2024-O-21** an ordinance to amend Ordinance 11.48.110(b) to replace Indian Mounds Park with Whitewater Effigy Mounds Preserve.- **Parks**

Second Reading

20. **Ordinance 2024-O-14** an ordinance revising the Junk Ordinance-**Municipal Code Enforcement**

Motion made to approve Ordinance 2024-O-14 an ordinance revision the Junk Ordinance by Councilmember Hicks, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith,

Councilmember Schanen.

CONSIDERATIONS

21. Discussion and Possible Action regarding the Approval of Proposed Scope of Services for Phase Two of the Comprehensive Lakes Management Plan for Cravath and Trippe Lakes with Southeastern Wisconsin Regional Planning Commission- **Parks**

No action was taken regarding the Approval of Proposed Scope of Services for Phase Two of the Comprehensive Lakes Management Plan for Cravath and Trippe Lakes with Southeastern Wisconsin Regional Planning Commission. There was some confusion in the numbers and cost. Assistant Parks Director Dujardin will bring this item back to Council after clarification.
22. Councilmember Requests for Future Agenda Items or Committee items. Questions

Councilmember Dawsey Smith would like the City Clerk to bring another list of Poll Workers to Council for approval if needed.

Councilmember Schanen would like an update on the Elizabeth Steet pedestrian crossing by the middle school, as well as the UW Whitewater Campus meeting.

Councilmember Hicks would like an update on the ATV/UTV accidents in the City.

Council President Singer would like an update on Public Comments portion of the meeting agendas.

FUTURE AGENDA ITEMS

23. Review the reference to Chapter 10 in Ordinances 2024-O-05, 2024-O-06 Title 19 and 20.- **Dawsey Smith Q2**
24. Financial Outcomes with Walworth County TLE. -**Q4**
25. Turning radius on Franklin and Main-**Dawsey Smith Q4**
26. WAFC year-end financial update.- **Hicks Q4**
27. Audio/Visual System Updated in Council Chamber-**Hicks Q4**
28. Fitch & Associates WPD organizational and workload study findings.-**PD Q4**
29. Resolution to raise Permit Fees - **Economic Development Director Q4**
30. Edgerton Hospital Whitewater Clinic to Expand Services.-**Singer Q4**
31. Bird Scooters on sidewalks-**Smith Q4**
32. Look at traffic and pedestrians near Casey's, Walmart, & Aldi-**Schanen Q4**
33. Parking November 1 through December 1-**Schanen Q4**
34. Mid Block crosswalks on Main Street- **Singer Q4**

CLOSED SESSION Adjourn to closed session, to Reconvene in Open Session, Chapter 19.85(1)(e), "Deliberating or negotiating the purchasing of public properties, the investing of public

funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Items to be discussed:

CS-35. Development agreement for construction of a fire training facility to be located on vacant parcel of land by the City on Innovation Drive (Parcel No. /A455500001).

No Closed Session, this stayed in Open Session.

CONSIDERATIONS

36. Development agreement for construction of a fire training facility to be located on vacant parcel of land by the City on Innovation Drive (Parcel No. /A455500001).

Motion made to approve the development agreement for construction of a fire training facility to be location on vacant parcel of land owned by the City on Innovation Drive (Parcel No. /A455500001) by Councilmember Dawsey Smith, Seconded by Councilmember Smith.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

ADJOURNMENT

Motion made to adjourn at 7:07 pm by Councilmember Smith, Seconded by Councilmember Hicks.

Voting Yea: Council President Singer, Councilmember Hicks, Councilmember Brown, Councilmember Dawsey Smith, Councilmember Majkrzak, Councilmember Smith, Councilmember Schanen

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.



Public Works Committee Meeting

Cravath Lakefront Room, 2nd floor
312 W. Whitewater St.
Whitewater, WI 53190
*In Person and Virtual

Tuesday, September 10, 2024 - 5:00 PM

MINUTES

CALL TO ORDER

The Public Works Committee Meeting was called to order by Hicks at 4:59 p.m.

ROLL CALL

Present: Smith, Hicks, Majkrzak

Absent: None

Others: Marquardt

APPROVAL OF AGENDA

It was moved by Majkrzak and seconded by Hicks to approve the agenda for the Public Works Committee meeting.

AYES: All by via voice note (3). NOES: None. ABSENT: None.

APPROVAL OF MINUTES

1. Approval of minutes from August 13, 2024

It was moved by Majkrzak and seconded by Smith to approve the minutes from the August 13, 2024, Public Works Committee meeting.

Note – one correction was made to the August 13, 2024, minutes before this meeting. Majkrzak was omitted (see highlighted addition below); however, after reviewing the audio (by Stoll) it was confirmed Majkrzak made the motion on the item regarding adding the inspection cost to paragraph (e)Cost of Inspection and Replacement.

Corrected sentence - It was moved by Majkrzak and seconded by Smith to add the inspection cost to paragraph (2) and remove the language under paragraph (3).

AYES: All by via voice note (3). NOES: None. ABSENT: None.

HEARING OF CITIZEN COMMENTS

None

NEW BUSINESS

1. Discussion and Possible Action regarding Johns Disposal Rate Increase for 2025.

Marquardt stated the City received a request from Johns Disposal asking for a \$0.37 (2.4%) per unit monthly increase as outlined below. According to the contract, Johns may request an annual adjustment up to the Consumer Price Index (CPI). The CPI is 2.4%.

	<u>2024</u>	<u>2025</u>	<u>Increase</u>
Garbage	\$9.25	\$9.47	\$0.22
Recycle	\$4.27	\$4.37	\$0.10
Bulk	\$2.06	\$2.11	\$0.05
	\$15.57	\$15.95	\$0.37

In September of 2019, Johns Disposal was approved for a recycling rate increase from \$2.59 to \$3.59 for 2020. In October 2020, Johns Disposal was approved for a recycling rate increase from \$3.59 to \$3.84 for

2021. In September 2021, Johns Disposal was approved for rate increases for garbage from \$8.29 to \$8.70, recycling from \$3.84 to \$3.85, and bulk from \$1.66 to \$1.85 for 2022. In October 2022, Johns Disposal was approved for rate increases for garbage from \$8.70 to \$9.00, recycling from \$3.85 to \$4.15, and bulk from \$1.85 to \$2.00 for calendar year 2023. In September 2023, Johns Disposal was approved for rate increases for garbage from \$9.00 to \$9.25, recycling from \$4.15 to \$4.27, and bulk from \$2.00 to \$2.06 for calendar year 2024.

The City is estimating a total count of 2,770 units for the 2025 budget. The overall increase of \$0.37 results in an overall increase of \$12,298.80 for 2025.

Since the requested increase is in line with the CPI, staff recommended approval of the rate increase for 2025 and will be sent on to the full Council for approval.

It was moved by Majkrzak and seconded by Hicks to approve the Johns Disposal Rate Increase for 2025.

AYES: Hicks, Majkrzak, Smith. NOES: None. ABSENT: None.

2. Discussion and Possible Action regarding closing Starin Road between Prairie Street and Warhawk Drive to vehicular traffic.

Marquardt stated the City received a request from the University to look at safety for pedestrians along Starin Road within the campus area. A solution the University proposes is to close Starin Road to vehicular traffic between Warhawk Drive and Prairie Street during certain hours of weekdays while school is in session. University personnel discussed this possibility at the May 7, 2024, Common Council meeting to gauge interests and hear concerns. The University is looking to further discuss this option with the possibility of doing a temporary two-week trial period of closing Starin Road to gather information.

Marquardt introduced Brenda Jones, Vice Chancellor of Finance and Administrative Affairs at UW-Whitewater and Matthew Kiederlen, Chief of Police.

Ms. Jones stated after the last Council meeting more information was requested from the University. Much of the information requested was related to traffic counts, how will the traffic will be rerouted, what will the impact be to the surrounding streets and areas, and the safety in those areas, and what are some other options. A traffic count was done while school was in session. The closure would be between Graham Street and Warhawk Drive. This area was selected because deliveries, on Starin Road, still need to be made in the area of the bookstore. It was noted, more foot traffic is concentrated from Graham to Warhawk Dr. Ms. Jones said they are still considering gates that could be brought down periodically; something like a railroad track gate. They could be put down in the morning and put up in the evening; remaining closed throughout the day. Ms. Jones stated this information is all based on guessing. Therefore, the University would like to do a trial run to see what the real impact would be. No details are known at this time, it was just a suggestion. Before this went to Council again, UW-Whitewater wanted to present this information to the Public Works Committee.

Marquardt asked if the University had an idea on what timeframe this area would be closed. Chief indicated about 6:00 a.m. – 5:00 or 5:30 p.m., Monday through Friday. Marquardt asked how would it be done. Chief stated it would consist of Type III barricades and it would be pretty obvious. They can just be pulled to the side at the end of the day. Marquardt asked what signage would be at the intersection of Prairie? Chief stated they would just put out a road closed sign at the intersection of Starin and Prairie. Chief indicated it would be the same thing at Starin and Warhawk. Ms. Jones said by putting the barricades by Graham it still allows people to turn around, if needed. Chief was also thinking of how emergency vehicles would get through without having drivers jump out and move the barricades. On the

opposite side of the road they could stagger the barricades. Ms. Jones stated in the discussion, if they were to move forward with the actual gates there would be some type of remote that would open the gates.

There was a lot of discussion regarding the logistics of where all of these vehicles would go during the time the road was closed. Will they travel down Main Street or other side streets off of Main Street and Starin Road? Chief will bring along some other ideas to the Council meeting on Tuesday, September 17, regarding the busier times on campus. Perhaps they could get a drone up in the air. That way Council will have some idea as to how the two-week trial period will work.

The two-week trial is tentatively scheduled for October 7 – October 18, 2024. The time frame will be 6:00 a.m. – 6:00 p.m., Monday through Friday. Each night the barricades would be taken down at 6:00 p.m. and put back up the next morning at 6:00 a.m. The barricades would be down for the weekend at 6:00 p.m. on Friday and back up on Monday at 6:00 a.m. Marquardt suggested a sign be put on the road closed sign as well indicating the times, so people are aware of the closure times.

Marquardt stated this discussion item will be on the Council's agenda for Tuesday, September 17, 2024.

3. Discussion and Possible Action regarding the turning movement at the southeast corner of Franklin Street and W. Main Street.

Marquardt stated this item was initially discussed at the August 13, 2024, Public Works meeting. During discussion the Committee asked for staff to look at the possibility of eliminating the right turn lane and adding a left turn arrow phase for northbound traffic. The question was also asked about Franklin Street being a truck route.

The following are approved streets for "heavy traffic": Janesville Street, South Franklin Street, North Tratt Street, Business Highway 12 and state/federal highway routes. Strand indicated in the 1980's Whitewater Street was the designated route for STH 59. At some point it got switched to Franklin Street, presumably to move traffic away from Cravath Lakefront Park. STH 59 is now routed onto STH 12 and then runs on Elkhorn Road, Milwaukee Street, and Newcomb Street.

Before Strand invested time into looking at a left turn arrow phase, they reviewed the turning movements from the left lane. From their observation, semis would still be tracking onto the grass and sidewalk. In order for semis not to track onto the grass or sidewalk, they would need to encroach 9 feet into the west bound left turn lane on Main Street.

Majkrzak stated if this is going to be a designated truck route, we need to make changes to this corner so trucks can make the turn at this corner. He also asked if it could be eliminated as a truck route. Marquardt stated it wouldn't be possible to eliminate it because it's the only truck route, other than Elkhorn Road, that goes north/south.

Marquardt stated he could work with Strand on a design and estimate on the trucks turning from the left lane along with investigating the left turn arrow. He was thinking it would have to be a separate phase because they wouldn't want that traffic northbound backing up. Discussion would need to take place regarding the right turn lane. Delineators could be put up or the right turn area could be stripped out.

Marquardt stated Strand will work on an estimate, under the engineering account, and he will bring this information back to the Public Works Committee meeting for further discussion. At some point, it will be brought back to Council because Dawsey-Smith had requested this discussion.

Marquardt also asked Strand to include what would need to be done with traffic signals and operation to include a left turn arrow phase for northbound traffic.

FUTURE AGENDA ITEMS

None

Marquardt confirmed that Smith will not be in attendance for the October 8, 2024, Public Works Committee Meeting.

ADJOURNMENT

It was moved by Majkrzak and seconded by Hicks to adjourn the Public Works Committee meeting at 6:03 p.m.

AYES: All by via voice vote (3). NOES: None. ABSENT: None.

Respectfully submitted,

Alison Stoll

Alison Stoll, Administrative Assistant
Department of Public Works

MEMORANDUM

To: Common Council

From: John Weidl, City Manager

Date: 10/3/24

Re: Appointment of Camden Harlan to the Library Board

I would like to appoint Camden Harlan to the Library Board. Your extensive academic background and professional experience in education make you an excellent fit for this role.

Your involvement in local book clubs and attendance at events at the Irvin L. Young Memorial Library and Milton Public Library further exemplify your dedication to promoting literacy in our community. Additionally, your leadership roles as president of Whitewater Pride and soon-to-be recording secretary for the Whitewater Arts Alliance indicate your commitment to community service.

Best-



John S. Weidl

JSW/RLM

Becky Magestro

From: noreply@civicplus.com
Sent: Thursday, September 26, 2024 8:36 PM
To: Patrick Singer; City Manager; City Clerk Staff
Subject: Online Form Submittal: Citizen Service Information Form

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.

Citizen Service Information Form

This form is used to apply to City of Whitewater Boards, Committees or Commissions.

Date	9/26/2024
Applicant Information	
First Name	Camden
Last Name	Harlan
Home Address	W8114 Nature Drive
City	Whitewater
State	WI
Zip Code	53190
Home Phone Number	847-321-1388
Cell Number	847-321-1388
Email Address	harlanca21@uww.edu

Boards/Committees/Commissions of Interest

Select all Boards, Committees & Commissions you are applying for by checking each box:

Give a brief overview of your background, experience, interest, or concerns pertaining to the selected board(s),

Library Board

As it pertains to the Library Board, my academic background is a BA in English from UW-Whitewater, an MA in Teaching English from Western Governors University, and an MS in Communication from UW-Whitewater. Professionally, I've worked in the education field for 22 years,

Reference #1 Address & Phone Number 254 N Park Street, Whitewater, WI 53190
262-473-9770

Reference #2 Full Name Marjorie Stoneman

Reference #2 Address & Phone Number 393 Eagle Court, Whitewater, WI 53190
414-861-4126

Regular Board, Committee and Commission members are expected to attend at least three-quarters of the meetings each year. Alternate members are always welcome to attend all meetings, but are not required to attend meetings unless requested.

Email not displaying correctly? [View it in your browser.](#)



Council Agenda Item

Meeting Date:	October 15, 2024
Agenda Item:	WE Energies 1 st Street Easement
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

WE Energies is upgrading the gas service to the customer at 162 W Main Street. The three gas meters currently located inside the building will be moved outside. In order to serve the building, a new gas service needs to be installed. WE Energies is asking for a 15-foot easement from the city so they can install a new gas service to the building across city property that is located immediately north of the building. The northern face of the building is on the property line, thus there is no room on their own property to install the gas service.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee recommended approval of the easement at their October 8, 2024 meeting.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommends a motion to approve the 15-foot easement across City property just to the north of 162 W. Main Street (Parcel /OT 00013).

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Easement

**DISTRIBUTION EASEMENT
GAS**

Document Number

WR NO. **5012807** IO NO. **RS162610**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF WHITEWATER**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as the South fifteen (15) feet of Grantor's premises described as part of **Lot 1, Block 2, of the Original Plat of the City of Whitewater**, being a part of the **Southwest 1/4 of Section 4, Township 4 North, Range 15 East**, City of Whitewater, County of Walworth, State of Wisconsin, excepting that part designated for road purposes.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

/OT00013
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

CITY OF WHITEWATER

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2024,
the above named _____, the _____
and _____, the _____
of the CITY OF WHITEWATER, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____, _____.

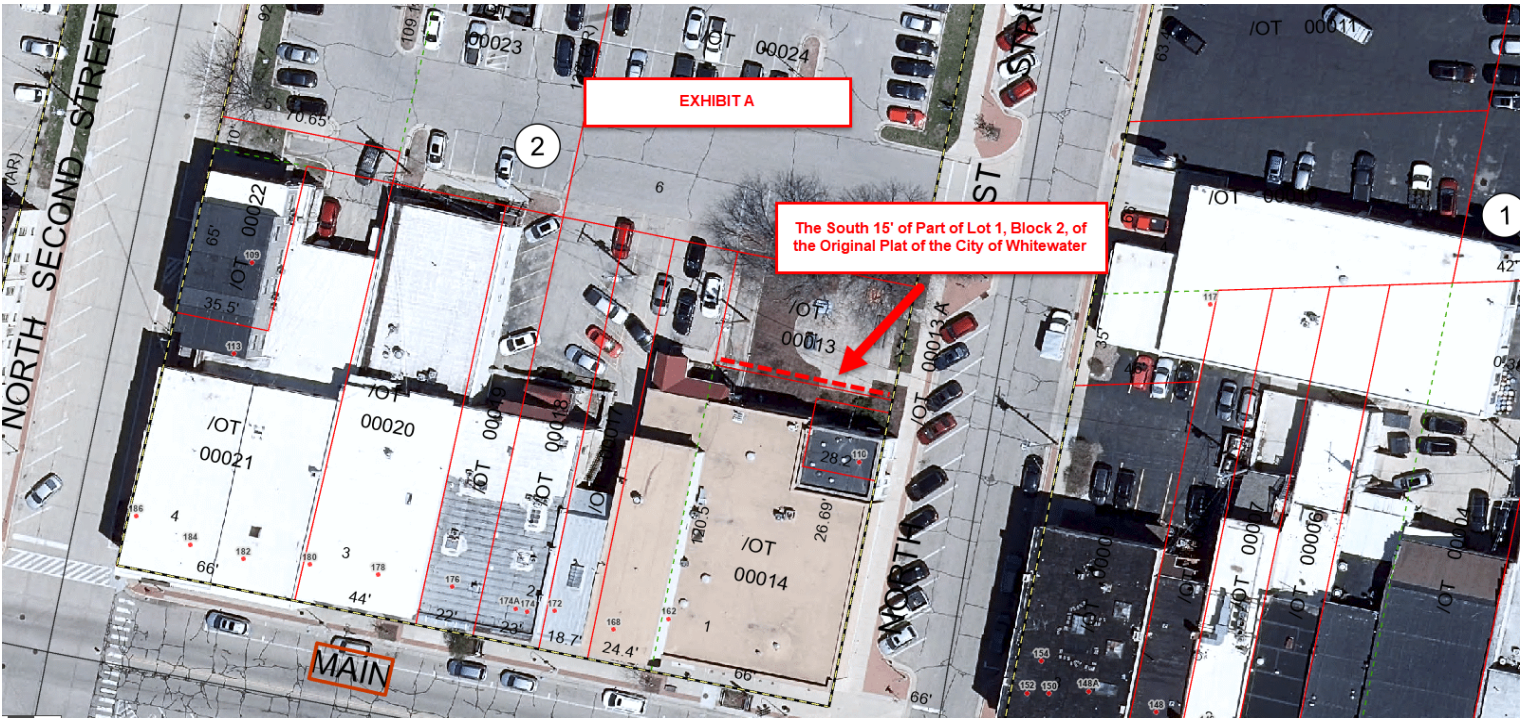
Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Kyle Koski on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.





Common Council Agenda Item

Meeting Date:	October 8, 2024
Agenda Item:	Jake’s Way and Moraine View Parkway Developer’s Agreement
Staff Contact (name, email, phone):	Taylor Zeinert tzeinert@whitewater-wi.gov 262-473-0148

BACKGROUND

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

At October 8, 2024 the Finance Committee reviewed this memo and those attached. The Finance Committee unanimously recommended this approval to Common Council.

The Developer that is working in the development on Jake’s way and Moraine View Parkway has proposed minor modifications to the agreement, which are summarized as follows:

1. Timeline

Originally, the agreement required construction commence prior to October 1, 2024, and for construction of four of eight buildings to be completed by November 1, 2025. The amendment agreement requires construction to begin by May 15, 2025 and for completion of the first four buildings by June 15, 2026.

2. Assignment of Liability:

The original agreement required the Developer to remain responsible for all liabilities and obligations even if the property is sold. The proposed amendment modifies this to transfer responsibility to the new owner in the event of a sale, releasing the current owner. This is a standard provision in development agreements.

3. Legal Entity Change:

The amendment changes the Developer's legal entity from "Slate Real Estate, Inc." to "Whitewater Moraine View, LLC." This is purely administrative and does not impact the Developer's responsibilities or obligations under the agreement.

4. Removal of Guarantor Provision:

The amendment deletes a reference to a "Guarantor" from the original agreement. The term was undefined, and no Guarantor was ever established. Removing this provision avoids potential confusion in the future and does not change the Developer's obligation to guarantee an assessed value of at least \$24.6 million.

In summary, the proposed amendments are minor, administrative in nature, and do not modify the substantive terms of the original agreement. These changes align with standard development agreement practices. Attached to this memo is a memo from Attorney Manthe outlining the same changes I have noted in my memo. Additionally, the amendment that would be added to the developer’s agreement.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

To approve the amendment to the Developer's Agreement and recommend it to Common Council.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Developer's Agreement
- Amendment to the Developer's Agreement
- Manthe's Memo

October 9, 2024

To: Taylor Zeinert
City of Whitewater Economic Development Director

From: Rick Manthe, Attorney for the Community Development Authority

RE: Whitewater Moraine View, LLC Development Agreement

The City Council approved a development agreement with Slate Real Estate, LLC at its May 21, 2024 meeting. The Developer has proposed minor modifications to the agreement. This memo summarizes the changes in the proposed amendment.

The amendment agreement establishes new deadlines for the Developer to commence construction of the project and to complete construction of the first phase of the project. Originally, the agreement required construction commence prior to October 1, 2024, and for construction of four of eight buildings to be completed by November 1, 2025. The amendment agreement requires construction to begin by May 15, 2025 and for completion of the first four buildings by June 15, 2026. This amendment does not affect the Developer’s obligation to meet a minimum assessed value of \$12.6 million by January 1, 2026 and to make shortfall payments if the project does not meet that minimum assessed value.

The original agreement mandated that the Developer would be responsible for all liabilities and obligations even if the property is sold. The amendment agreement modifies that requirement so that if the property is sold, the new owner would be responsible for all liabilities and obligations and the current owner would be released. This is typical in development agreements.

The amendment also changes the legal entity of the Developer from “Slate Real Estate, Inc.” to “Whitewater Moraine View, LLC.” This change does not modify any

Madison Office

222 West Washington Avenue 608.256.0226
P.O. Box 1784 888.655.4752
Madison, Wisconsin Fax 608.259.2600
53701-1784 www.staffordlaw.com

Milwaukee Office

1200 North Mayfair Road 414.982.2850
Suite 430 888.655.4752
Milwaukee, Wisconsin Fax 414.982.2889
53226-3282 www.staffordlaw.com

responsibilities or obligations of the Developer. It is a minor change to reflect the actual legal entity constructing the project.

An additional minor change would delete a provision in the original agreement that referenced a “Guarantor.” This provision was unclear and not defined. No “Guarantor” was established or what the role of the “Guarantor” was. Deleting this provision does not change any responsibilities of the Developer. The Developer’s obligation to guarantee at least \$24.6 million in assessed value is unchanged. The Developer must still make shortfall payments if that value is not reached. Therefore, this provision was unnecessary and could lead to confusion in the future about what the intent of the provision actually was.

In summary, the proposed amendment makes minor changes to the development agreement that do not modify the substantive terms of the original agreement. These changes are consistent with standard development agreement terms.

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”), entered into effective _____, 2024 (“Effective Date”), by and between the CITY OF WHITEWATER, a municipal corporation (“City”) and SLATE REAL ESTATE, INC. (“Named Developer”), and WHITEWATER MORAINE VIEW LLC, a Wisconsin limited liability company (“Developer”). Each of the forgoing may also be referred to in this Agreement as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the City and Named Developer have entered into that certain Development Agreement dated on or about the date hereof (“Agreement”);

WHEREAS, the Parties agree that Developer will replace Named Developer under the Agreement; and

WHEREAS, City and Developer desire to further amend the Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

1. Developer Party. The term “Developer” as used in the Agreement shall mean “Whitewater Moraine View LLC”. All occurrences of “Slate Real Estate, Inc.” in the Agreement are hereby replaced with “Whitewater Moraine View LLC” and Slate Real Estate, Inc. is released and discharged from any and all duties under the Agreement.

2. Commencement of Construction. Section 1.a. of the Agreement shall be amended and restated in its entirety as follows:

- a. Developer will commence construction on or before May 15, 2025. Construction of the first 4 of 8 16-unit buildings will be completed on or before June 15, 2026.

3. Guarantor Obligations. Section 5 of the Agreement shall be deleted its entirety and replaced with the following:

5. Intentionally Deleted.

4. Notices. Developer’s address for notices under Section 6(c) shall be deleted and replaced with the following:

In the case of the Developer:

Whitewater Moraine View LLC
Attn: Chris Slater

401 E. Industrial Drive
P.O. Box 317
Hartland, WI 53029
Email: Chris.Slater@slateco.com
Phone: 262-349-0020

With copy to:

Husch Blackwell LLP
Attn: Atty. Joseph F. LaDien
511 N. Broadway, Suite 1100
Milwaukee, WI 53202
Email: joseph.ladien@huschblackwell.com
Phone: 414-978-5544

5. Successors and Assigns. Section 6(i) of the Agreement shall be amended and restated in its entirety as follows:

(i) Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or the Property described in Exhibit A shall not release the transferor from its obligations hereunder unless specifically agreed to herein; provided, however, if Developer's interests have been assigned, and upon such assignee or Developer obtaining a certificate of occupancy for all of the Developer's Improvements, Developer shall be released from all obligations and liability under this Agreement so long as the assignee has, in writing, assumed all obligations and liabilities under this Agreement. For the avoidance of all doubt, Developer may freely assign this Agreement without the prior consent of City, provided that Developer provides prior notice of such assignment. Furthermore, Developer may finance any payment obligations hereunder, and may collaterally assign this Agreement to Developer's construction lender or to other lenders for the Developer's Improvements.

6. Miscellaneous. Except as otherwise expressly modified herein, the Agreement shall continue in full force and effect. In the event of any conflict between the terms and provisions of this Amendment and the Agreement, the terms and provisions of this Amendment shall control. The language used in this Amendment shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. If any provision of this Amendment or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Amendment nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. The headings contained in this Amendment are for convenience of reference only and shall not affect the meaning or interpretation of this Amendment. This Amendment may be executed in multiple counterpart signature pages, all of which taken together shall be construed as one and the same document.

Facsimile and electronic (i.e., “.pdf”) signatures of this Amendment shall be treated as original signatures to this Amendment and shall be binding on the parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to Development Agreement to be signed as of the Effective Date.

CITY:
CITY OF WHITEWATER,
a municipal corporation

By: _____
John S. Weidl, City Manager

Attest:

Heather Boehm, City Clerk

STATE OF WISCONSIN)
)
COUNTY OF WALWORTH)

ACKNOWLEDGMENT

Personally appeared before me this _____ day of _____, 2024, the above-named John S. Weidl, City Manager, and Heather Boehm, City Clerk, to me known to be such City Manager and City Clerk of the City of Whitewater, Wisconsin, and to me known to be the persons who executed the foregoing agreement on behalf of said City as its duly-authorized act and deed.

Print: _____
Notary Public, State of Wisconsin
County of _____
My Commission expires: _____

IN WITNESS WHEREOF, the parties have caused this Amendment to Development Agreement to be signed as of the Effective Date.

NAMED DEVELOPER:
SLATE REAL ESTATE, INC.,
a Wisconsin corporation

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)
COUNTY OF _____)

ACKNOWLEDGMENT

Personally appeared before me this _____ day of _____, 2024, the above-named _____, as _____ of Slate Real Estate, Inc., to me known to be the person who executed the foregoing agreement on behalf of Slate Real Estate, Inc. as its duly-authorized act and deed.

Print: _____
Notary Public, State of Wisconsin
County of _____
My Commission expires: _____

IN WITNESS WHEREOF, the parties have caused this Amendment to Development Agreement to be signed as of the Effective Date.

DEVELOPER:
WHITEWATER MORAINÉ VIEW LLC,

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)
COUNTY OF _____)

ACKNOWLEDGMENT

Personally appeared before me this _____ day of _____, 2024, the above-named _____, as _____ of Whitewater Moraine View LLC, to me known to be the person who executed the foregoing agreement on behalf of Whitewater Moraine View LLC as its duly-authorized act and deed.

Print: _____
Notary Public, State of Wisconsin
County of _____
My Commission expires: _____

EXHIBIT A

Legal Description of Property

LOT 44 IN WALTON'S PINE BLUFF SUBDIVISION AS RECORDED IN CABINET D OF PLATS, SLIDE 2 AS DOCUMENT NO. 633016 AND BEING LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 15 EAST, CITY OF WHITEWATER.



Council Agenda Item

Meeting Date: 10/15/2024

Agenda Item: Fitch & Associates Organizational and Workload Study

Staff Contact (name, email, phone): Dan Meyer
dmeyer@whitewater-wi.gov
262-473-1371

BACKGROUND

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

Staff from Fitch & Associates will provide an overview of the organizational and workload study. The final report is included in the packet. Staff will request direction from Council based on the study at the November 7, 2024 Council meeting.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

On March 5, 2024, Council directed staff to hire Fitch & Associates to complete an organizational and workload study for the police department.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Fitch & Associates Organizational and Workload Study Final Report

The City of Whitewater Police Department



September 12, 2024

Executive Summary

In pursuit of enhancing community safety and optimizing law enforcement practices, The City of Whitewater Wisconsin contracted Fitch and Associates LLC to conduct an organizational and workload study for its Police Department.

A comprehensive review of current staffing levels, workload distribution, and overall operational efficiency included an assessment of the proactive, reactive, and general patrol functions of the Police Department and also accounted for the impact of lost productivity. On-site interviews were conducted in an effort to harness expertise, identify concerns, foster collaboration, and shape strategic initiatives that resonated with the needs of the community and police service. Each stakeholder brought a unique perspective rooted in his/her respective fields as identified by Police Management and Common Council, contributing diverse viewpoints and actionable recommendations to inform future policies and practices. Common Council Members, community stakeholders, Police Command Staff, and frontline and civilian staff were also interviewed.

The organizational design and culture, as well as operations and support services of the Police Department were reviewed with respect to best practices and peer comparators.

Recommendations

1. Increase the frontline staffing to 17 by adding 4 officers as soon as possible, and attain 19 frontline officers within the next 3-4 years
2. No longer include the on-duty Lieutenant as part of frontline staffing minimums.
3. Add an additional School Resource Officer
4. Add one detective to the Detective Unit
5. Strengthen Dispatch technology to avoid shut downs, and consider hiring additional resources or partnering with other agencies for shared back-up/relief
6. Make the part time records technician position a full time role
7. Prioritize routine maintenance on police cruisers by adding a mechanic position or outsourcing the work
8. Provide an alternative long term property storage facility that provides for security and continuity of evidentiary items
9. Develop comprehensive job descriptions for Records staff
10. Review the fee structure for licensing and records requests
11. Formalize PD process for selection and field testing of equipment
12. Consider the strategic use of high visibility patrols in the downtown area
13. Incorporate prioritization coding of calls within the CAD system
14. Undertake a three-year cycle Strategic Plan process

The City of Whitewater Police Department



September 12, 2024

Throughout these engagements, a central focus emerged on strengthening community/Police relations, optimizing resource allocation, and integrating innovative approaches to address evolving challenges in public safety, including the influx of undocumented migrants to the City of Whitewater. This report encapsulates the collective wisdom and forward-looking strategies proposed by stakeholders with a common goal of ensuring the City of Whitewater remains a safe, inclusive, and resilient community.

This report also synthesizes insights gleaned in collaboration with John Weidl, City Manager for the City of Whitewater, and Dan Meyer, the Chief of Police for the City of Whitewater. Implementation of these recommendations will lead the Department through the next several years with a clear sense of strategic direction and the resources to preserve the outstanding qualities of teamwork and community service they have developed.

The City of Whitewater Police Department



September 12, 2024

Contents

Executive Summary	1
The Whitewater Police Department	1
History of Engagement	1
Calls for Service: Reactive Workload	3
Police per Population Ratio	5
Information Calls	6
Deployment of Officers and Required Minimum	7
Number of Calls by Month	8
Number of Calls by Day	9
Number of Calls by Shift	11
Number of Calls by Hour of Day	12
Combining Weekly and Hourly Call Patterns	13
Proportionality of Workload Based on Deployment	14
Response Times	18
Call Duration Comparison 2019 and 2023	21
Selected Call Types	22
Top Ten Calls by Year	35
Geospatial Analysis	36
Patrol	41
Proactive Activity	42
Administrative Time	46

The City of Whitewater Police Department



September 12, 2024

FBI UCR Crime Data.....	47
Peer Comparators.....	48
Frontline Staffing Recommendation.....	52
Dispatch Unit.....	55
Detective Office.....	57
Top 10 Case Types by Year.....	59
School Resource Officer.....	61
Records.....	63
Property and Evidence.....	65
Equipment.....	67
IT Needs and Capabilities.....	68
Fleet.....	70
Organizational Design.....	72
Organizational Culture.....	73
Future Challenges and Opportunities.....	75
Prioritization of Recommendations.....	77
A Final Word.....	80



The Whitewater Police Department

Policing in Whitewater has a long history. In 1858 what was then the Village of Whitewater was patrolled on foot and horseback by its first two law enforcement officers. The first Village Marshall was appointed a short time after, and police officers were added to parallel the growth of the town, rising to 7 officers in the 1950's and 20 officers by 1970. In 1971, Whitewater became the first City in Wisconsin to install a



911 system. Tools and technology continued to be added and the Department continued to evolve to remain effective and responsive to changing times and responsibilities.

Today, the Whitewater Police Department is a full-service, community oriented, and accredited law enforcement agency, which includes a 24/7 Communications Center. In 2008 the Department reached its current authorized strength of 24 sworn officers supported by 13 civilian personnel working together as a team. The Whitewater Police Department is innovative, professional, and responsive to the public safety concerns of its citizens.

History of Engagement

On December 8, 2023, the City of Whitewater issued a Request for Proposals for qualified firms to conduct an organizational and workload study for the Police Department. Police staffing had been static since 2008 and had seen significant increases in both call volume and complexity. Whitewater is a small city with approximately 15,000 residents. Beginning in 2022, there was also a sizable increase in the immigrant population, mostly from Central America, creating some new challenges for law enforcement. These challenges included significant issues communicating with the predominantly



Spanish speaking immigrants and cultural distrust of law enforcement which made dealing with calls for service take exponentially longer. There were also difficulties related to the documentation/identification of individuals, as well as issues associated with poverty and living conditions/housing situations. In the Request for Proposals document, and in a letter sent to the President of the United States on December 28, 2023, the City estimated they had received 800-1,000 immigrants from Nicaragua and Venezuela with a wide variety of legal statuses since early 2022.

Along with other firms, Fitch and Associates LLC submitted a proposal to conduct the study on January 26, 2024. The Fitch Team has 40 years of experience reviewing emergency services systems and developing staffing and deployment plans that maximize efficiency and effectiveness, all tailored to meet the particular needs of the community. Fitch was awarded the project in February of 2024.

A kickoff meeting was held on March 27, 2024.

An initial data request was sent on April 8, 2024 with the majority of the data downloaded by The City of Whitewater by April 25, 2024. Data analysis commenced on May 8.

An on-site visit took place on July 1-2, 2024 at which time personal interviews were conducted with over 25 personnel, sworn and civilian employees, municipal leaders, and other stakeholders.

A draft report was circulated on September 20, 2024, with a final version of the report delivered on September 30.

A formal presentation highlighting the key findings, and recommendations was delivered on October 15, 2024.

POLICE FRONTLINE WORKLOAD

Front line patrol is the core function of the Police Department, and is foundational to all other aspects of the Department workload. The Fitch approach yields a detailed understanding of the current demands



on the front line, which is the genesis for making evidence-based recommendations and options to meet the work requirements.

A comprehensive review of police workload encompasses four broad aspects of the work: reactive activities, proactive activities, administrative tasks, and general patrol.

Calls for Service: Reactive Workload

The reactive workload is principally composed of calls for service. Collecting objective and detailed information from the CAD system is a key element of this part of the analysis which provides important insights into the number of calls, how they are dispersed geographically and temporally, the types of calls, and changes to the nature of the workload from year to year.

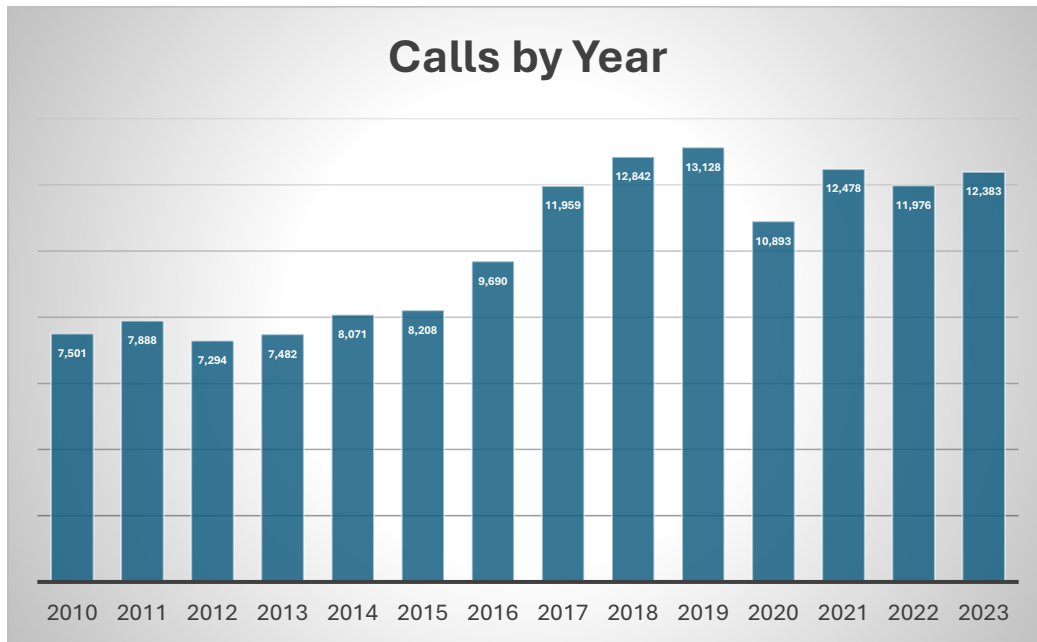
In the 38 years between 1970 and 2008, the Police Department added only 4 officers to achieve the current level of 24. In the 16 years since then, the WPD has remained status quo despite changes to the reactive call load, the nature of policing, and the community. There was a sizable increase in calls beginning in 2016 and another increase in 2017. Generally, calls remained consistent since then except for a modest decrease in 2020 during the pandemic. It is noteworthy that overall calls have increased by 50% since 2010 and there has not been a commensurate increase in staffing since 2008.



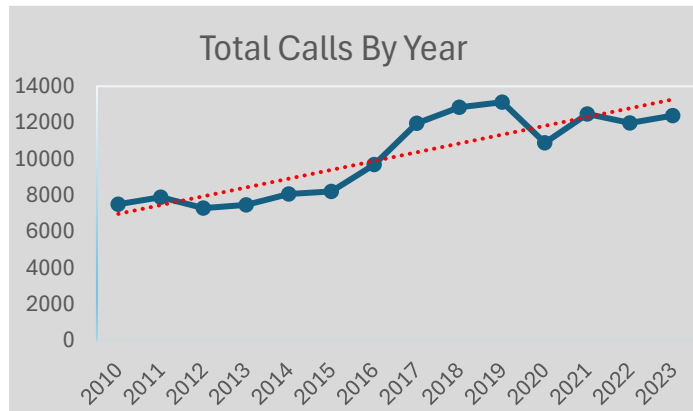
The City of Whitewater Police Department

September 12, 2024

Page | 4



Year	Total CFS
2010	7,501
2011	7,888
2012	7,294
2013	7,482
2014	8,071
2015	8,208
2016	9,690
2017	11,959
2018	12,842
2019	13,128
2020	10,893
2021	12,478
2022	11,976
2023	12,383





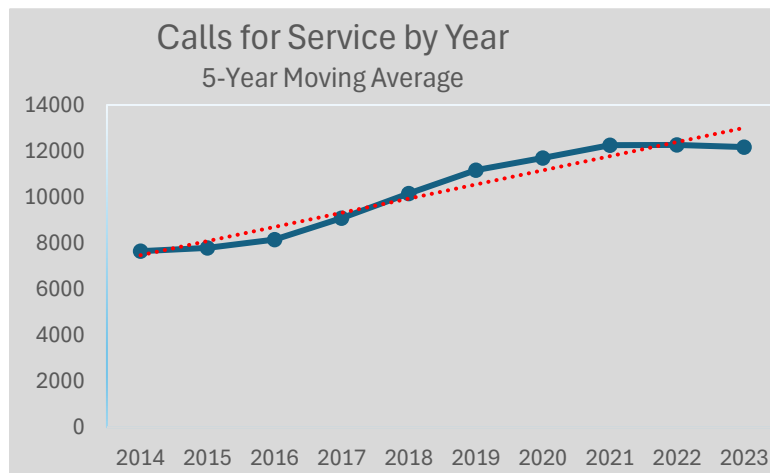
The City of Whitewater Police Department

September 12, 2024

Page | 5

The 5-year moving average clearly illustrates the trend of calls moderately increasing over the time.

Year	Total CFS	Moving Average
2010	7,501	
2011	7,888	
2012	7,294	
2013	7,482	
2014	8,071	7,647
2015	8,208	7,788
2016	9,690	8,149
2017	11,959	9,082
2018	12,842	10,154
2019	13,128	11,165
2020	10,893	11,702
2021	12,478	12,260
2022	11,976	12,263
2023	12,383	12,172



Police per Population Ratio

Estimates of Resident Population by Year ¹				
Year	Est. Pop	Police	Ratio	Police per 1,000
2011	14,659	24	0.001637	1.64
2012	14,843	24	0.001617	1.62
2013	15,049	24	0.001595	1.59
2014	15,028	24	0.001597	1.60
2015	14,677	24	0.001635	1.64
2016	14,501	24	0.001655	1.66

¹ <https://www.census.gov/data/datasets/time-series/demo/popest/2020s-total-cities-and-towns.html>

The City of Whitewater Police Department



September 12, 2024

Page | 6

2017	14,596	24	0.001644	1.64
2018	14,899	24	0.001611	1.61
2019	14,895	24	0.001611	1.61
2020	16,134	24	0.001488	1.49
2021	15,164	24	0.001583	1.58
2022	15,666	24	0.001532	1.53
2023	15,627	24	0.001536	1.54

Note this population does not include the University population regularly estimated to be 11,000 during the time period between 2011 and 2023, which includes about 8,000 full time and 3,000 part time students. The generally accepted best practice benchmark for police to population ratio is 2.2 officers per 1,000 people. With the current population, the Whitewater Police Department would need 34 officers to attain the 2.2 ratio for its resident population alone, not including the university population influx.

Information Calls

While the overall number of calls is required to gauge the workload of the Dispatch Unit, it was noted in the review that there were a number of calls every year that were never dispatched to an officer, nor was there an officer on scene for any period of time. For the sake of accuracy in examining the frontline officer workload, these calls were identified and eliminated from the sample.

Year	Total Calls	Information Calls	Net Calls where an Officer was Dispatched/Attended
2019	13,128	1,452	11,676
2020	10,893	1,440	9,453
2021	12,478	1,442	11,036
2022	11,976	1,454	10,522
2023	12,383	1,323	11,060

The City of Whitewater Police Department



September 12, 2024

Page | 7

The proportion of these information calls is consistent over the years, and the overall trend for the relevant period remains unchanged. The remainder of the calls mirrors reactive calls for service and self-initiated activity captured in the CAD system.

Deployment of Officers and Required Minimum

The Department currently operates with a minimum of 8 officers per day. To provide 24-hour coverage, the officers are deployed

over 4 different shifts with 2 officers (inclusive of supervisors) being on duty at any one time. During the months the University of Whitewater is in session (roughly September through May), staffing is increased to 9 officers per day. During this time, minimum deployment consists of 2 officers from 4:15 AM to 3:00 PM and 3 officers from 3:00 PM to 4:15 AM on Sunday through Wednesday, increasing to 4 officers on duty from 3:00 PM to 4:15 AM on Thursday through Saturday. Occasionally, officers are redeployed from shift to shift to ensure balanced and adequate staffing.

These minimum requirements are currently inclusive of officers and supervisors, in this case the Shift Lieutenants. While the Whitewater Lieutenants are working supervisors, it is not advisable to count them as part of the shift strength. In most Police Departments, working supervisors provide backup on calls, assist with key decisions, and authorize needed support services such as investigators. Shift supervisors in Whitewater also provide quality control and oversight over all administrative duties and are expected to provide mentorship to other officers. Including supervisors in shift strength could render them unavailable for extended periods of time and unable to perform these core supervisory functions.

In the Department's current deployment model, there are times when the minimum staffing requirement includes a supervisor which is contrary to best practice and detracts from the effective supervision and management of resources. It is recommended that the Police Department's minimum personnel requirement for shifts no longer include Lieutenants or acting supervisors.

Recommendation

Exclude supervisors from minimum personnel requirements for shift strength



Number of Calls by Month

The resident population of Whitewater was estimated to be 15,627 in 2023. In addition, there are approximately 11,000 full and part time students that attend the University of Wisconsin Whitewater every academic year. The University has its own policing arm, however the additional student population significantly impacts the Whitewater Police Department’s workload as the students commute off campus. As mentioned above, the deployment of minimum personnel is slightly increased during peak in-session months of September through May.

The following evidence suggests about 20-30% variation in calls, with the most significant months being March, April, May, September, and October when the University is in session. The year 2020 remains the notable exception to the pattern due to the pandemic when the University was effectively shut down.

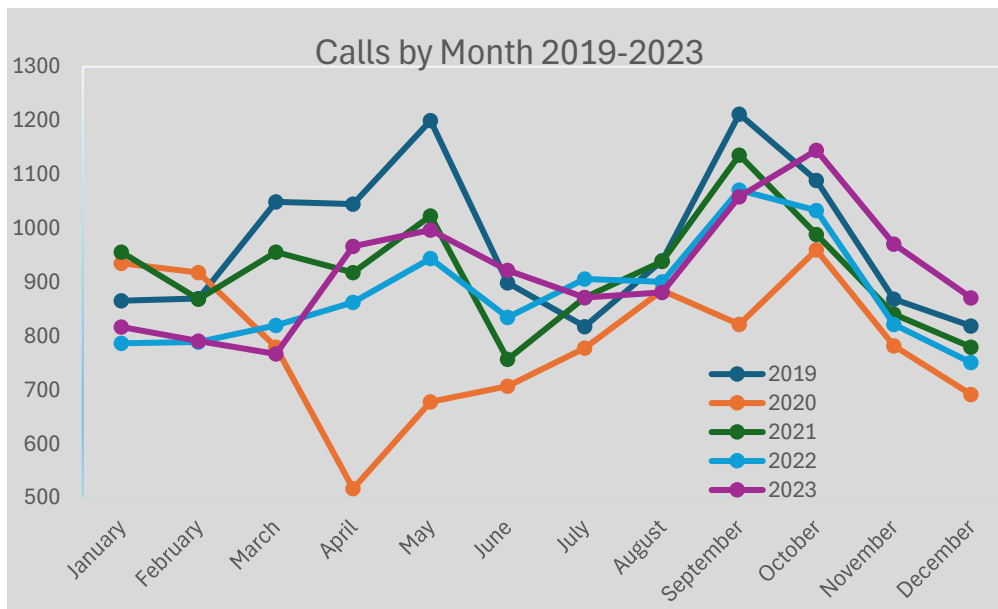
	2019	2020	2021	2022	2023
January	866	935	956	787	817
February	870	918	869	789	791
March	1,049	780	956	820	767
April	1,045	517	918	863	967
May	1,200	678	1,023	944	997
June	899	707	757	835	922
July	818	778	872	906	872
August	940	885	939	901	881
September	1,212	822	1,136	1,071	1,059
October	1,089	960	989	1,033	1,145
November	869	782	841	822	971
December	819	692	780	751	871
Total	11,676	9,454	11,036	10,522	11,060



The City of Whitewater Police Department

September 12, 2024

Page | 9



Number of Calls by Day

In addition to the monthly fluctuation in deployment, there is also a weekday pattern with the increases of minimum staffing on Thursday through Saturday during months when the University is in session

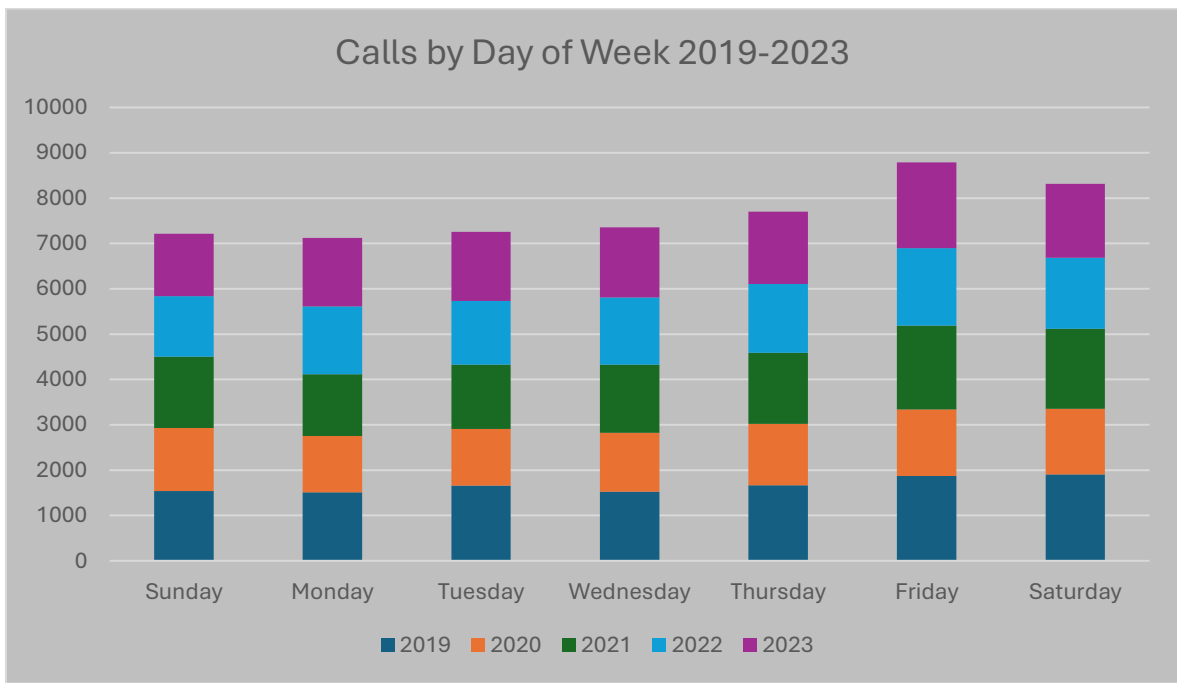
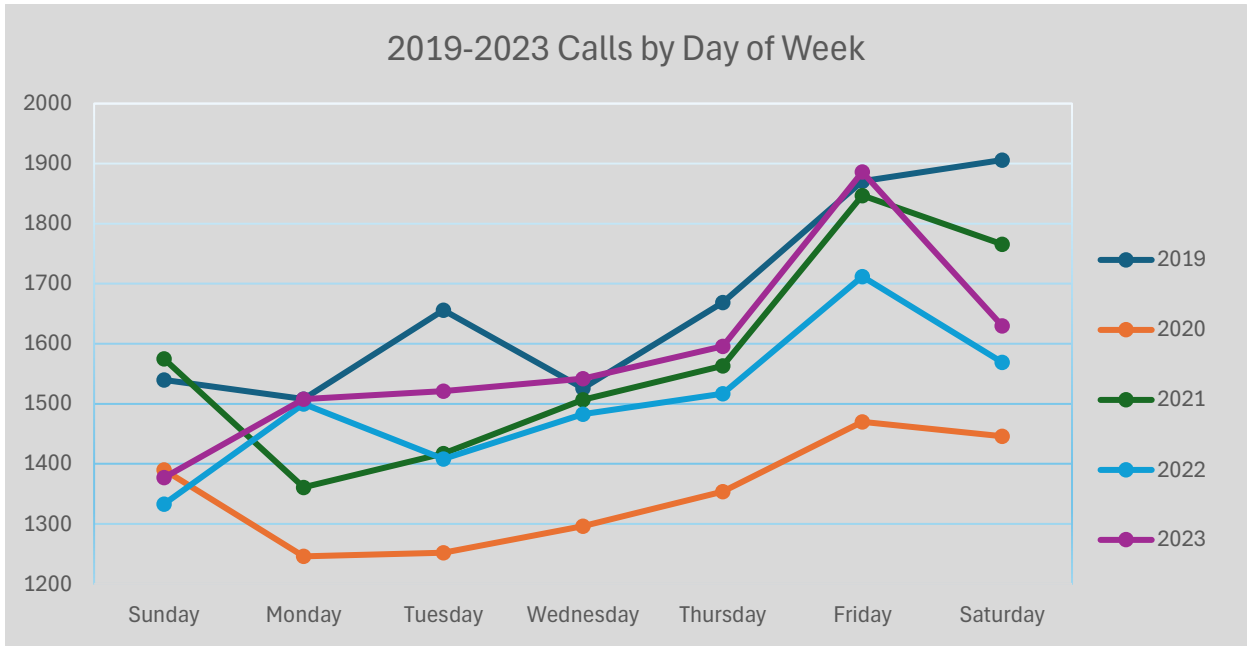
Thursday, Friday, and Saturday are the busiest days of the week, with a slight fluctuation from year to year. Friday is the busiest day in every year except 2019. The slowest day of the week is predominantly Sunday or Monday. The overall fluctuation is modest with a range of 12%-17%.



The City of Whitewater Police Department

September 12, 2024

Page | 10





The City of Whitewater Police Department

September 12, 2024

Page | 11

Number of Calls by Shift

The City of Whitewater has a 4 shift system. First shift works from 7:00 AM - 3:15 PM, 2nd shift 3:00 PM - 11:15 PM, power shift 8:00 PM - 4:15 AM, 3rd shift 11:00 PM - 7:15 AM. Noteworthy, the Department has negotiated a modification to the shift timing commencing in 2025 that essentially moves the start time for each shift back one hour.

The members on the individual shifts are staggered in terms of days worked and days off to provide 7 day a week coverage. In reaction to planned and unplanned absences, officers' schedules are altered or may be moved to another shift to provide coverage. There is a detailed procedure governing the decisions regarding which officers get switched dependent on where the vacancy is. As a result of the system used, members on power and 3rd shift with low seniority are disproportionately subjected to shift switches.

The following data indicates the busiest shifts are 2nd and power shifts year over year, thereby requiring the most resources.

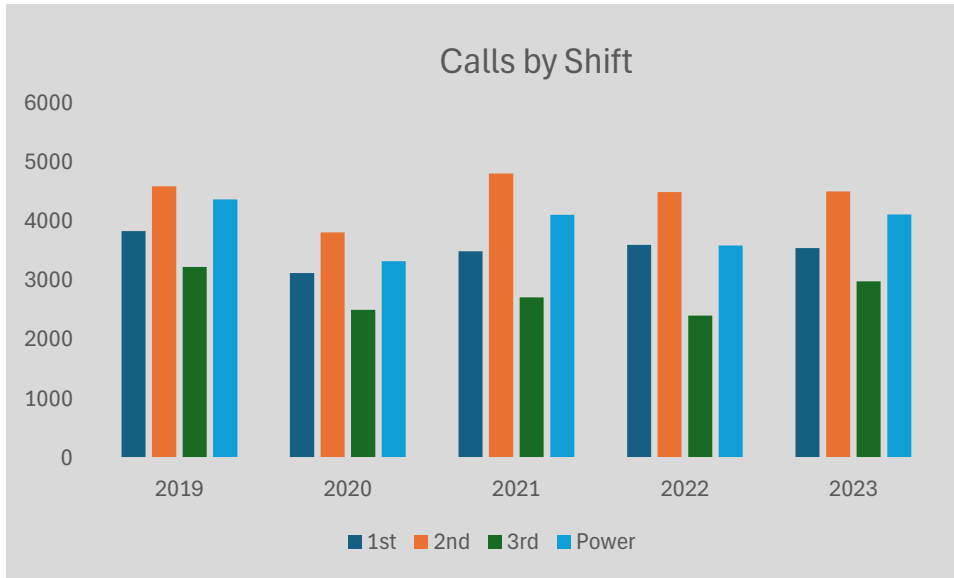
Calls for Service by Shift Assignment					
	2019	2020	2021	2022	2023
1st	3,839	3,129	3,499	3,609	3,555
2nd	4,601	3,818	4,817	4,502	4,514
3rd	3,236	2,507	2,720	2,411	2,992
Power	4,378	3,330	4,119	3,596	4,123

The City of Whitewater Police Department



September 12, 2024

Page | 12



Number of Calls by Hour of Day

Over a 5-year period, the busiest hour of the day varies from year to year, however 12:00 AM, 3:00 PM, 4:00 PM and 9:00 PM are consistently high every year. The early morning hours from 3:00 AM to 6:00 AM are the least busy in every year as shown in the heat map below.

	2019	2020	2021	2022	2023
7:00	270	213	252	237	251
8:00	494	330	343	435	403
9:00	550	374	409	461	429
10:00	480	393	468	488	494
11:00	493	417	491	516	486
12:00	554	448	453	461	498
13:00	515	464	499	520	470
14:00	483	490	584	491	524
15:00	596	514	635	667	666



The City of Whitewater Police Department

September 12, 2024

Page | 13

16:00	712	567	616	631	620
17:00	568	458	587	536	568
18:00	520	485	577	498	549
19:00	443	412	503	519	474
20:00	503	456	638	500	537
21:00	696	504	743	647	627
22:00	563	422	518	504	472
23:00	455	360	433	339	450
0:00	648	527	656	541	750
1:00	701	409	559	521	621
2:00	544	402	408	339	442
3:00	268	250	164	205	224
4:00	232	243	181	179	153
5:00	155	168	192	168	146
6:00	234	148	127	119	206

Combining Weekly and Hourly Call Patterns

The combination of weekly and hourly call patterns provides further insight into the allocation of the workload. On Monday through Thursday, the 3:00 PM timeframe is the busiest, whereas on Friday through Sunday the time from 9:00 PM to 2:00 AM is the busiest. The Whitewater Police Department increases staff on Thursday, Friday, and Saturday nights which reflects the busiest times and days in the data below.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
700	17	37	42	46	37	44	28
800	28	73	68	71	58	68	37
900	35	60	62	82	65	81	44
1000	37	62	85	93	79	95	43
1100	56	83	65	75	79	65	63
1200	48	88	80	63	78	80	61
1300	49	82	67	79	56	85	52
1400	50	73	85	79	68	99	70



The City of Whitewater Police Department

September 12, 2024

Page | 14

1500	57	115	116	103	94	116	65
1600	70	90	97	92	84	108	79
1700	74	89	94	75	78	82	76
1800	69	78	78	81	82	72	89
1900	58	63	60	68	71	68	86
2000	71	67	71	74	73	77	104
2100	83	73	78	65	102	113	113
2200	55	48	62	44	76	93	94
2300	40	41	49	56	73	88	103
2400	131	86	66	81	108	135	143
100	133	58	55	49	82	128	116
200	105	44	38	39	56	79	81
300	44	26	32	35	31	29	27
400	27	22	17	23	16	30	18
500	19	21	23	28	17	20	18
600	21	29	31	41	33	31	20

Proportionality of Workload Based on Deployment

In order to highlight the times when the Department is under or overstaffed for the workload, it is essential to explore the proportionality of calls, or which days and times are the most demanding once the number of staff on duty is factored in.

Use of officers deployed per calls, also referred to as per capita calls, is a convenient method to understand proportionality of the workload. In real operations, there are more complexities in certain calls which require more than one officer, and other calls are more routine thus not requiring as much time and resources. Per capita calls methodology yields a common denominator to assess relative workload at a particular time.

The pattern of weekly deployment of officers per day and hour of the week is depicted in the table below. The increase from 3 to 4 officers on Thursday, Friday and Saturday only takes place during the 65% of the year when the University is in session, hence the 3.65 deployment designation in the deployment table.



The City of Whitewater Police Department

September 12, 2024

Page | 15

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7:00	2	2	2	2	2	2	2
8:00	2	2	2	2	2	2	2
9:00	2	2	2	2	2	2	2
10:00	2	2	2	2	2	2	2
11:00	2	2	2	2	2	2	2
12:00	2	2	2	2	2	2	2
13:00	2	2	2	2	2	2	2
14:00	2	2	2	2	2	2	2
15:00	3	3	3	3	3	3	3
16:00	3	3	3	3	3	3	3
17:00	3	3	3	3	3	3	3
18:00	3	3	3	3	3	3	3
19:00	3	3	3	3	3	3	3
20:00	3	3	3	3	3.65	3.65	3.65
21:00	3	3	3	3	3.65	3.65	3.65
22:00	3	3	3	3	3.65	3.65	3.65
23:00	3	3	3	3	3.65	3.65	3.65
0:00	3	3	3	3	3.65	3.65	3.65
1:00	3	3	3	3	3.65	3.65	3.65
2:00	3	3	3	3	3.65	3.65	3.65
3:00	3	3	3	3	3.65	3.65	3.65
4:00	2	2	2	2	2	2	2
5:00	2	2	2	2	2	2	2
6:00	2	2	2	2	2	2	2

Since the number of deployed personnel fluctuates, an average of the number of officers deployed daily and hourly is taken to gain a better understanding of the proportionality of the workload. From this per capita workload perspective, it is possible to see if any times of the day/week are comparatively under resourced. The analysis reveals some of the most under resourced times are Monday through Friday between 10:00 AM and 3:00 PM. Despite the Friday and Saturday night shift increases, the hours between midnight and 2:00 AM remain disproportionately busy, as does the same period on Sunday night when the staffing model provides 3 officers.



The City of Whitewater Police Department

September 12, 2024

Page | 16

Per Capita Workload 2023

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
700	8.5	18.5	21	23	18.5	22	14
800	14	36.5	34	35.5	29	34	18.5
900	17.5	30	31	41	32.5	40.5	22
1000	18.5	31	42.5	46.5	39.5	47.5	21.5
1100	28	41.5	32.5	37.5	39.5	32.5	31.5
1200	24	44	40	31.5	39	40	30.5
1300	24.5	41	33.5	39.5	28	42.5	26
1400	25	36.5	42.5	39.5	34	49.5	35
1500	19	38.33333	38.66667	34.33333	31.33333	38.66667	21.66667
1600	23.33333	30	32.33333	30.66667	28	36	26.33333
1700	24.66667	29.66667	31.33333	25	26	27.33333	25.33333
1800	23	26	26	27	27.33333	24	29.66667
1900	19.33333	21	20	22.66667	23.66667	22.66667	28.66667
2000	23.66667	22.33333	23.66667	24.66667	20	21.09589	28.49315
2100	27.66667	24.33333	26	21.66667	27.94521	30.9589	30.9589
2200	18.33333	16	20.66667	14.66667	20.82192	25.47945	25.75342
2300	13.33333	13.66667	16.33333	18.66667	20	24.10959	28.21918
2400	43.66667	28.66667	22	27	29.58904	36.9863	39.17808
100	44.33333	19.33333	18.33333	16.33333	22.46575	35.06849	31.78082
200	35	14.66667	12.66667	13	15.34247	21.64384	22.19178
300	14.66667	8.66667	10.66667	11.66667	8.493151	7.945205	7.39726
400	13.5	11	8.5	11.5	8	15	9
500	9.5	10.5	11.5	14	8.5	10	9
600	10.5	14.5	15.5	20.5	16.5	15.5	10

A look back of the data from 2019-2022 indicates that this pattern has remained the same throughout the entire period as shown in the 5 year totals below.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
700	51.5	99.5	106	101.5	86.5	105	62
800	79	168.5	157	162	142	154	94.5



The City of Whitewater Police Department

September 12, 2024

Page | 17

900	101.5	149.5	161.5	180	165.5	168	125
1000	121.5	167.5	181	202.5	174.5	201	120.5
1100	149.5	198	162.5	189	176	165	158
1200	126.5	193.5	185.5	166.5	169.5	174.5	163
1300	153.5	209.5	167.5	172.5	164	187.5	157
1400	139	188	205	195	182	225	172
1500	97.66667	172.33333	176.6667	160	154	180.33333	108.33333
1600	122	154.33333	149.6667	146	141.6667	168.6667	135.6667
1700	130	131.33333	133.33333	125.6667	123.6667	135	126.6667
1800	107	128.33333	116.33333	133	125.33333	130.33333	145.6667
1900	103.6667	115	100.33333	114	111.6667	121	128.33333
2000	108.6667	113.6667	123.6667	128.6667	102.4658	112.0548	126.3014
2100	122.33333	131.6667	136	124	137.2603	144.9315	157.8082
2200	90	89.66667	97	85.66667	106.8493	120.5479	134.5205
2300	58	61.333333	71.66667	82	92.32877	107.3973	132.6027
2400	97.66667	87.333333	106.6667	145	169.3151	167.1233	193.4247
100	73.333333	72.66667	87.333333	126.6667	140.8219	142.1918	174.7945
200	63.66667	58	59	75.66667	100.5479	110.137	141.0959
300	39.66667	41	50.66667	40	44.93151	48.49315	63.56164
400	65.5	66.5	72	66.5	77	58	59
500	74.5	67	68.5	55	68	42.5	44.5
600	69	64.5	71.5	65	56	41	46

Following is a schedule showing the minimum deployment of officers per day and hour with the schedule reflecting the adjusted start time for 2025 with 1st Shift beginning the day at 6:00 AM rather than 7:00 AM.

The first column showing the time of day is color coded to reflect the times policed by the different shifts (1st, 2nd and 3rd Shift) and the adjacent column highlighted in purple displays the overlapping power shift's hours of work. The weekday cells depict minimum deployment numbers and the cells highlighted in yellow show days/hours where the per capita call minimums would currently exceed the average and the suggested staffing to balance the workload.



The City of Whitewater Police Department

September 12, 2024

Page | 18

			Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:00	1 st Shift		2	2	2	2	2	2	2
7:00			2	3	3	3	3	3	3
8:00			2	3	3	3	3	3	3
9:00			2	3	3	3	3	3	3
10:00			2	3	3	3	3	3	3
11:00			2	3	3	3	3	3	3
12:00			2	3	3	3	3	3	3
13:00			2	3	3	3	3	3	3
14:00			2	3	3	3	3	3	3
15:00		2 nd Shift		3	4	4	4	4	4
16:00			3	4	4	4	4	4	4
17:00			3	4	4	4	4	4	4
18:00			3	4	4	4	4	4	4
19:00	Power Shift			3	4	4	4	4	4
20:00				3	4	4	4	4	4
21:00				3	4	4	4	4	4
22:00				3	4	4	4	4	4
23:00	3 rd Shift		3	4		4	5	5	4
			(Mon)	(Tues)	(Wed)	(Thurs)	(Fri)	(Sat)	(Sun)
0:00			3	3	3	4	5	5	5
1:00			3	3	3	4	5	5	5
2:00			3	3	3	3	3	3	3
3:00			3	3	3	3	3	3	3
4:00			2	2	2	2	2	2	2
5:00			2	2	2	2	2	2	2

Response Times

In order to obtain a comprehensive picture of the reactive workload, it is important to consider how the workload affects response time for priority calls. Even in areas where reactive calls for service demands are relatively low, it is necessary to maintain a certain number of resources to be able to respond to serious calls in a timely manner. Response time to in-progress priority calls has long been



The City of Whitewater Police Department

September 12, 2024

Page | 19

an important benchmark of adequate staffing. There are three related measures that must be taken into account.

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

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

The sum of queue time and travel time is response time or how long it takes the officer to arrive on the scene. While there is no national standard of response time for Police agencies, response time for priority calls serves as an important metric for Police resource allocation studies. Response time compliance is an independent risk value for emergency services, and is predicated on having available vehicles strategically placed throughout the community to facilitate the most effective response to all calls. Thus, the notion of emergency response is a sum value of vehicles required to respond to calls and vehicles required to achieve response time compliance.



In reviewing the previous 5 years and over 50,000 individual calls that comprise the body of data, several anomalies surfaced. The first is the presence of information calls as mentioned earlier in this report. Upon reviewing the call for service data in detail, there were a significant number of a calls each year that were neither dispatched to an officer, nor was there an officer on scene for any period of time. These calls would have a travel and on-scene time of zero minutes and could potentially skew travel

and response times to appear shorter than they actually are. For the sake of accuracy in examining the frontline officer workload, these calls were identified and eliminated from the sample when calculating the response times.

There are also instances where the data was skewed by the response practices of the officers where travel time and/or the time the call was cleared were within seconds of the time the officer arrived at the call. This situation results when the officers volunteer for a call but do not attend the scene, or they simply forget to clear the call with Dispatch. While these actions are common practice in most police

The City of Whitewater Police Department



September 12, 2024

Page | 20

agencies, they do affect the quality and veracity of the data when it comes to evaluating queue, travel, response time, and time on scene.

The third notable anomaly in the data is that there is no call priority designation included during dispatch. In most cases, calls are assessed for whether they are in progress or belated, and if there is threat of harm. They are then assigned a priority designation that triages them as to which call should be dispatched first and how urgently it should be responded to. In the case of Whitewater, the prioritization of calls and expected response times happens during the actual dispatching of the call and are captured outside of the CAD system. This lack of integration means the data does not allow for

Recommendation

Integration of the prioritization of calls within the PD dispatch system

comparative evaluation of differing response times as related to call priority. As call volume increases over time, the supply of resources diminishes, or other factors in the environment affect timely response, it will become essential to be able to benchmark the ability to promptly respond to the most urgent

calls; the ones in which minutes or even seconds can make a difference in the outcome. It is also best practice to have prioritization of calls take place inside of the CAD system. One of the recommendations of this report is for the Whitewater Police Department to consider integrating the prioritization of calls within its dispatch system at the earliest opportunity, ideally when upgrading or replacing the current CAD system.

The below data is summarized by using the average of the samples collected. Any anomalies resulting from human error in time calculations were excluded from the data.

Queue	Average
2019	4:30
2020	3:55
2021	5:26
2022	5:09
2023	5:11

Summary

Queue times since 2021 have remained consistent at approximately 5 minutes

The City of Whitewater Police Department



September 12, 2024

Page | 21

Travel	
	Average
2019	4:01
2020	3:18
2021	3:13
2022	4:03
2023	4:03

Summary

Travel times are consistently in the 3-4 minute range from year to year

Response	
	Average
2019	8:21
2020	13:11
2021	8:02
2022	9:08
2023	9:13

Summary

Average response time has increased from 8 minutes in 2019 to a over 9 minutes in 2022 and 2023

Call Duration Comparison 2019 and 2023

Call Type	2019 freq	2019 avg	2019 90%	2023 freq	2023 avg	2023 90%
ASSIST CITIZEN	119	2:43:37	0:53:52	354	0:33:27	0:58:02
BATTERY SIMPLE						
ASSAULT	6	1:33:32	2:03:10	4	2:24:02	1:12:08
BURGLARY	11	2:03:37	0:50:21	16	0:41:06	0:58:30
DAMAGE TO PROPERTY	74	2:53:45	0:55:13	82	1:14:49	0:57:56
DOMESTIC ABUSE	30	2:35:25	2:16:32	44	7:26:03	0:58:29
EMERGENCY	10	7:51:08	2:31:38	13	7:33:39	1:07:55

The City of Whitewater Police Department



September 12, 2024

Page | 22

DETENTION						
HARASSMENT	80	0:27:09	0:41:42	55	0:19:57	0:58:17
MV THEFT REPORT	10	0:23:41	0:34:12	9	12:05:37	1:04:34
MVA PD	182	5:31:49	0:54:27	141	0:38:09	1:00:24
ROBBERY	0			3	3:31:18	1:35:12

Overall, for call duration for both 2019 and 2023, there is a wide variety of time spent on calls ranging from a few seconds, to several days or weeks. While in some cases, the calls spanning several days may be legitimate, it is also likely that some of the incidents are calls where the officer suddenly pre-empted from an existing call to attend something more urgent. This is a common occurrence in most busy Police Departments, and at times the original call may remain on the system for several days/weeks before the oversight is discovered and the call is cleared. Experience would suggest that in many cases, these extremely long calls may include a substantial number of incidents where the officer dealt with the call but never administratively cleared it from the system. To eliminate these lengthy calls from disproportionately skewing the data, the 90th percentile times are compared rather than the averages. This is the longest duration of time on scene at the call in 90% of the cases in the data set. The calls for service in 2019 in the 90th percentile duration time were 53 minutes and 56 seconds, and in 2023 it was 57 minutes and 53 seconds.

Selected Call Types

A comprehensive examination of the full range and variability of the types of calls responded to may result in several potential opportunities:

- Changes in call type over time reflects changes in the nature of the workload
- Frequent calls for service may benefit from an alternative approach, alternate policy, being worked in partnership with another agency (e.g. mental health), or being referred to a third party
- Evaluation of agency priorities and strategic directions for the future



The City of Whitewater Police Department

September 12, 2024

Page | 23

- Identification of pervasive community problems or chronic calls that might be more effectively addressed by a proactive or project based approach



A selection of the most frequent call types, those that may be of particular interest to the community sense of safety, and/or were identified in the interviews with members of the Police Department as trending higher were analyzed.

The City of Whitewater Police Department has 216 different types of calls in its CAD system, some of which are seldom used and many that appear to be related. For the purpose of this analysis, similar call types were grouped

together. For example, Alarm, Alarm Business, and Alarm Residential were combined as Alarm Calls. The following pages highlight the results of the analysis.

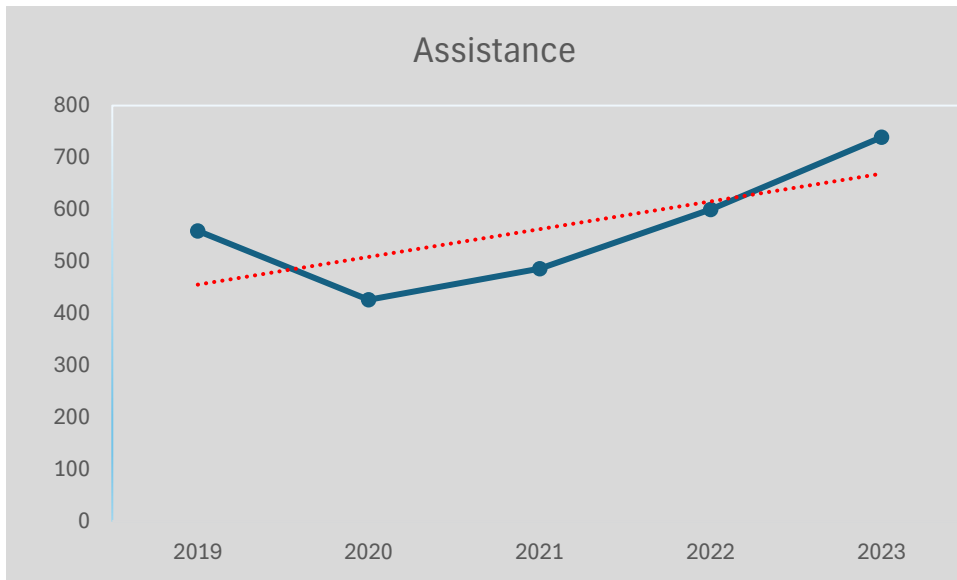
	2019	2020	2021	2022	2023
ASSIST	135	59	57	65	42
ASSIST CITIZEN	193	127	209	233	354
ASSIST CORONER	0	0	1	0	0
ASSIST MOTORIST	111	108	72	77	74
ASSIST OTHER DEPARTMENT	120	132	147	225	269
Assistance	559	426	486	600	739

The City of Whitewater Police Department



September 12, 2024

Page | 24



Summary

- Call type steadily increasing year over year
- Increase driven by Assist Citizen and Assist Other Department call types
- Assist Other Department call type has almost doubled in 2022 and 2023, a trend worth noting and worthy of future investigation if continues

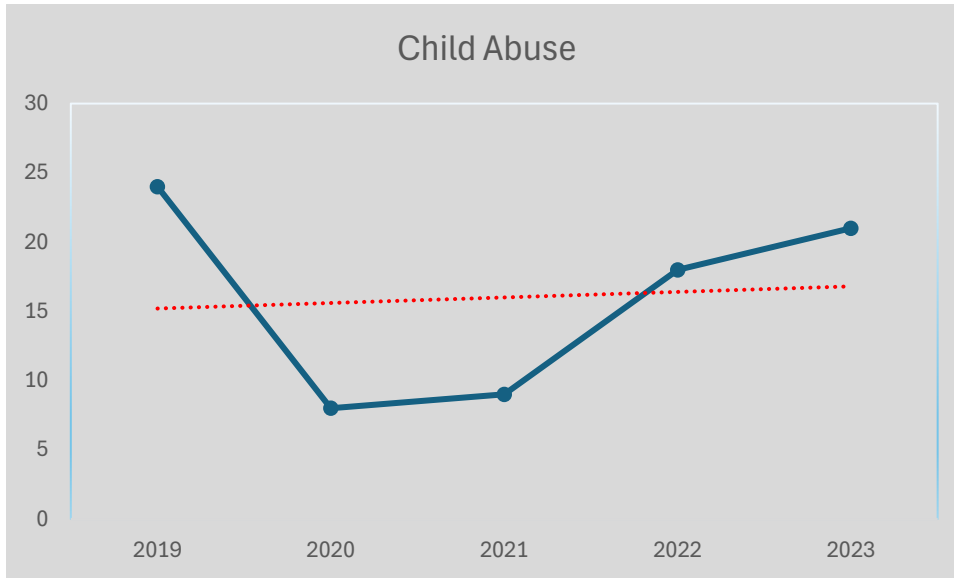
	2019	2020	2021	2022	2023
CHILD ABUSE/NEGLECT	20	6	6	13	18
CHILD EXPLOITATION	4	2	3	5	3
Child Abuse	24	8	9	18	21

The City of Whitewater Police Department



September 12, 2024

Page | 25



Summary

- Officer identified call type with recent dramatic increases
- Relatively flat year over year call change between 2020-2021; large increase thereafter
- Overall numbers are relatively low which exaggerates the year to year fluctuations

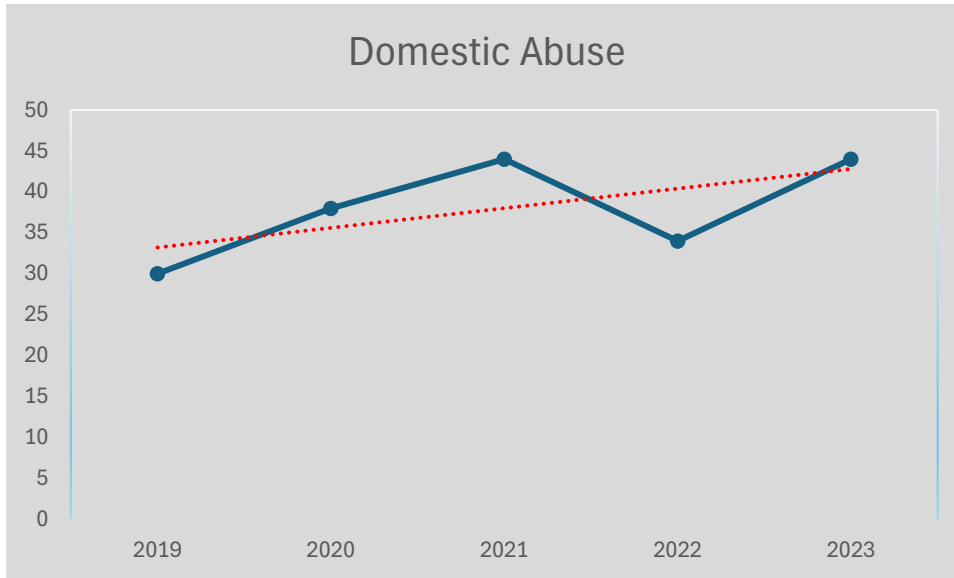
	2019	2020	2021	2022	2023
DOMESTIC ABUSE	30	38	44	34	44

The City of Whitewater Police Department



September 12, 2024

Page | 26



Summary

- Another area of perceived increase in calls underscored during officer interviews
- Recurring increases except for 2022

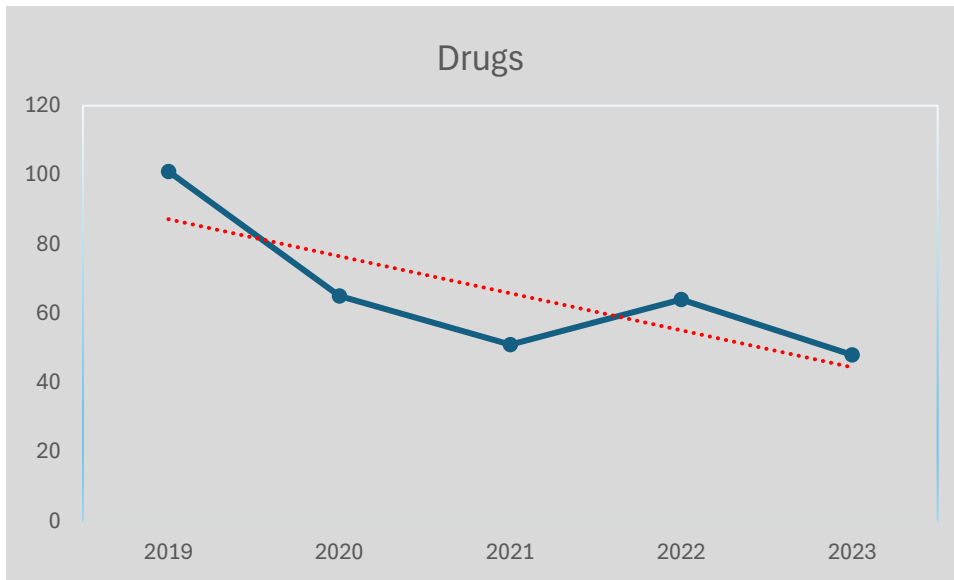
The City of Whitewater Police Department



September 12, 2024

Page | 27

	2019	2020	2021	2022	2023
DRUGS	101	65	51	64	48



Summary

- Indicator of citizen confidence in police to deal with quality of life issues
- Indicator of officer discretionary time resulting from proactive activity via field contacts or traffic stops
- Decrease in 2023 may signify a decrease in proactive policing and something to examine more closely if continues

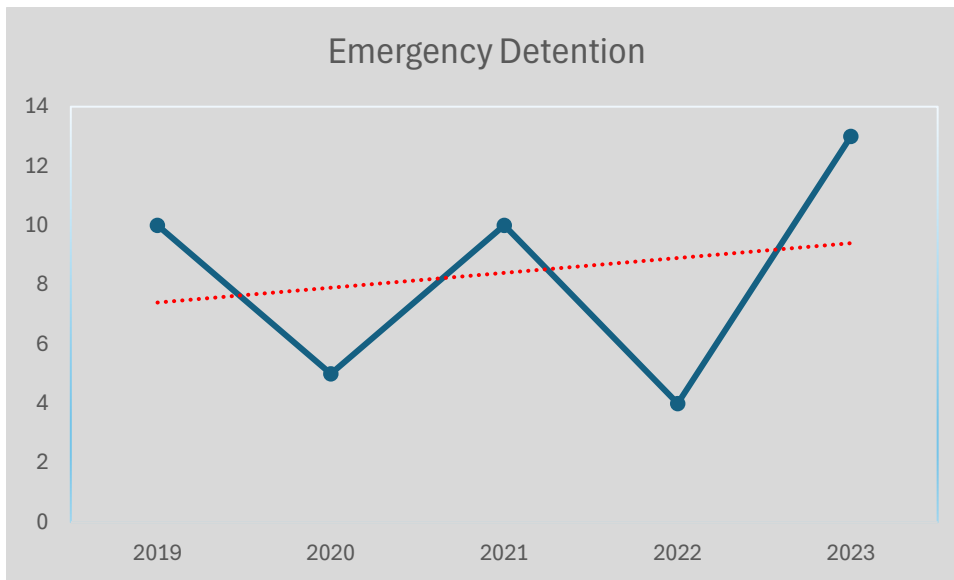
The City of Whitewater Police Department



September 12, 2024

Page | 28

	2019	2020	2021	2022	2023
EMERGENCY DETENTION	10	5	10	4	13



Summary

- Key issue highlighted in interviews due to hospital transport and the associated wait time which often can be over 10 hours
- Overall frequency is low, exacerbating the large fluctuations year over year

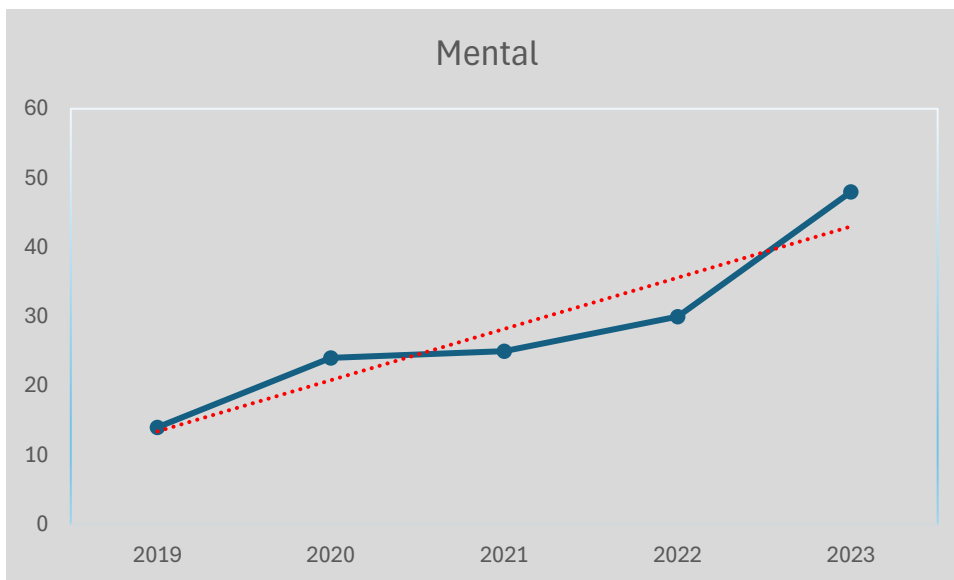
The City of Whitewater Police Department



September 12, 2024

Page | 29

	2019	2020	2021	2022	2023
MENTAL	14	24	25	30	48



Summary

- Significant increase almost every year
- Officer highlighted call type
- Mirrors general trend in policing where mental health calls are becoming a prominent and persistent call type that often strains police capacity and resources

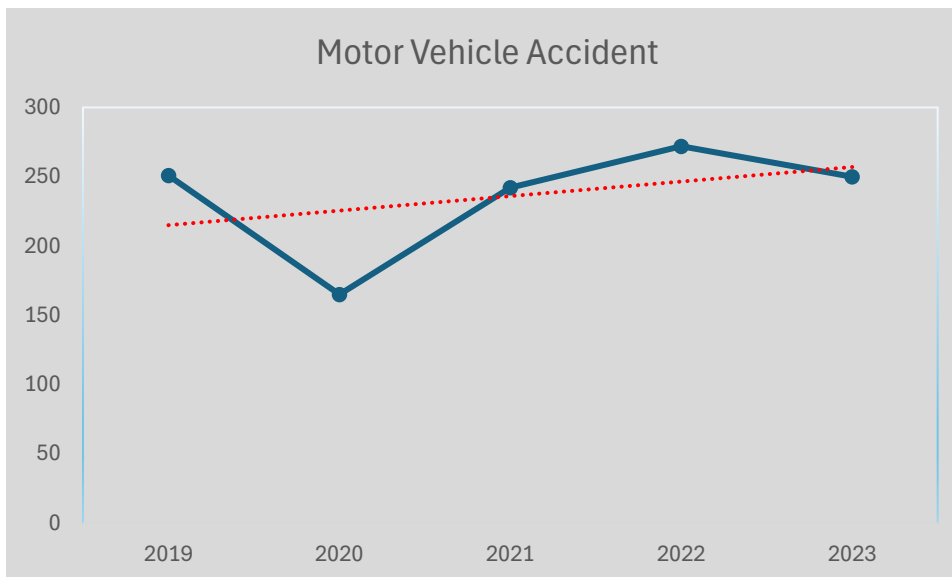


The City of Whitewater Police Department

September 12, 2024

Page | 30

	2019	2020	2021	2022	2023
MVA-FATAL	1	1	0	0	0
MVA-HIT & RUN INJURY	0	1	2	2	3
MVA-HIT & RUN PD	47	43	64	62	78
MVA-INJURY	21	13	21	33	28
MVA-PD	182	107	155	175	141
Motor Vehicle Accident	251	165	242	272	250



Summary

- Significant call type in terms of number of calls per year
- No expectation of dramatic changes in overall frequency over the next few years
- Relatively steady increase in Hit and Run incidents from 2020 to 2023

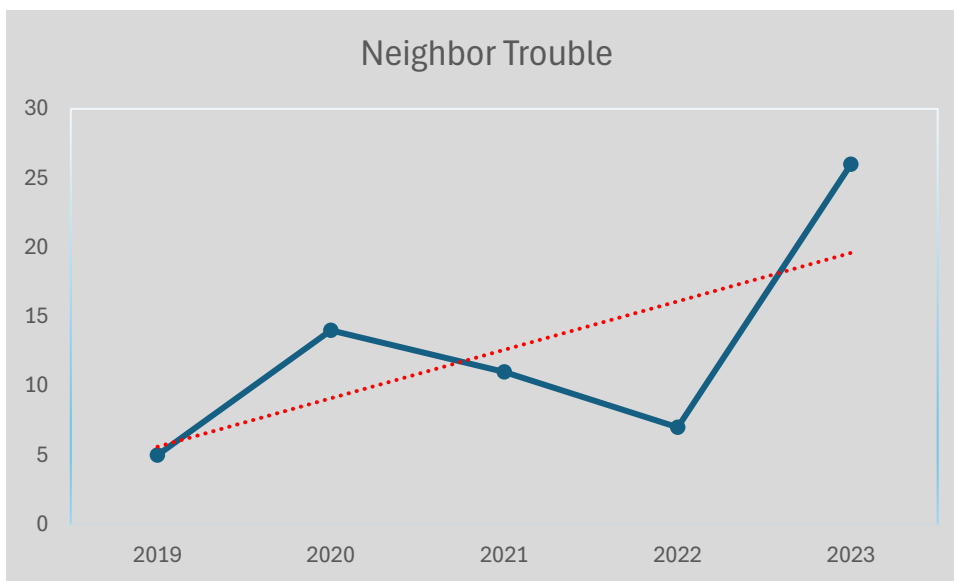
The City of Whitewater Police Department



September 12, 2024

Page | 31

	2019	2020	2021	2022	2023
NEIGHBOR TROUBLE	5	14	11	7	26



Summary

- Quality-of-life call type typically of concern to citizens
- Overall incidence is fairly low, but dramatic increase in 2023 is notable and should be monitored in future years for persistence

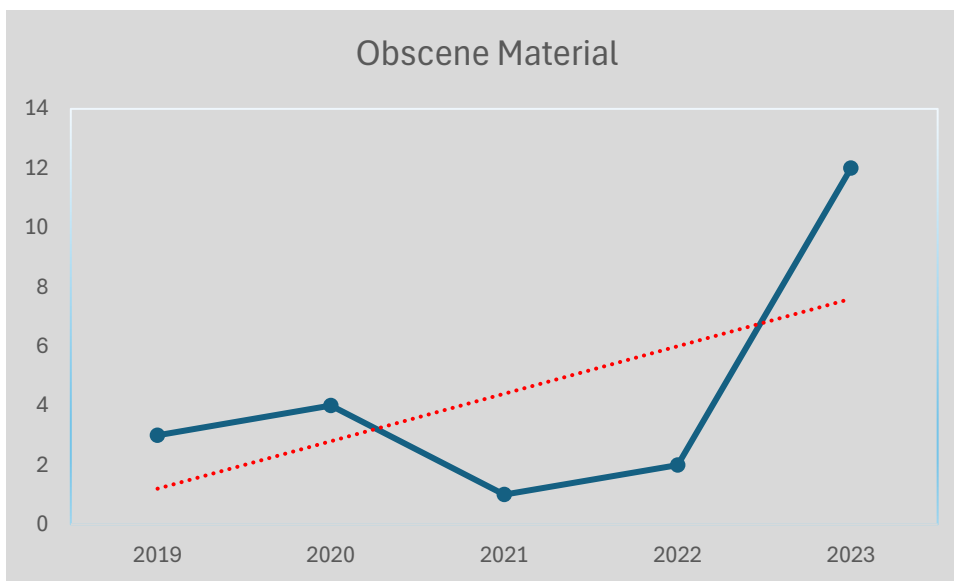
The City of Whitewater Police Department



September 12, 2024

Page | 32

	2019	2020	2021	2022	2023
OBSCENE MATERIAL	3	4	1	2	12



Summary

- Officer identified call type as steadily emerging
- Overall numbers are low, but the dramatic increase in 2023 supports anecdotal experiences relayed by the officers

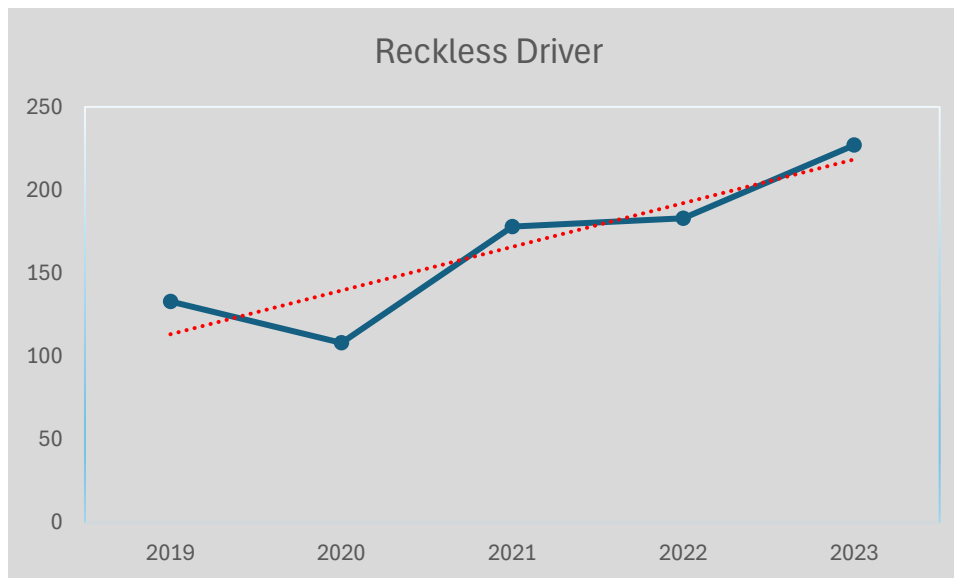
The City of Whitewater Police Department



September 12, 2024

Page | 33

	2019	2020	2021	2022	2023
RECKLESS DRIVER	133	108	178	183	227



Summary

- Officer identified issue caused by the increase of unlicensed/inexperienced drivers directly related to demographic changes
- Significant upward trend in the last 3 years

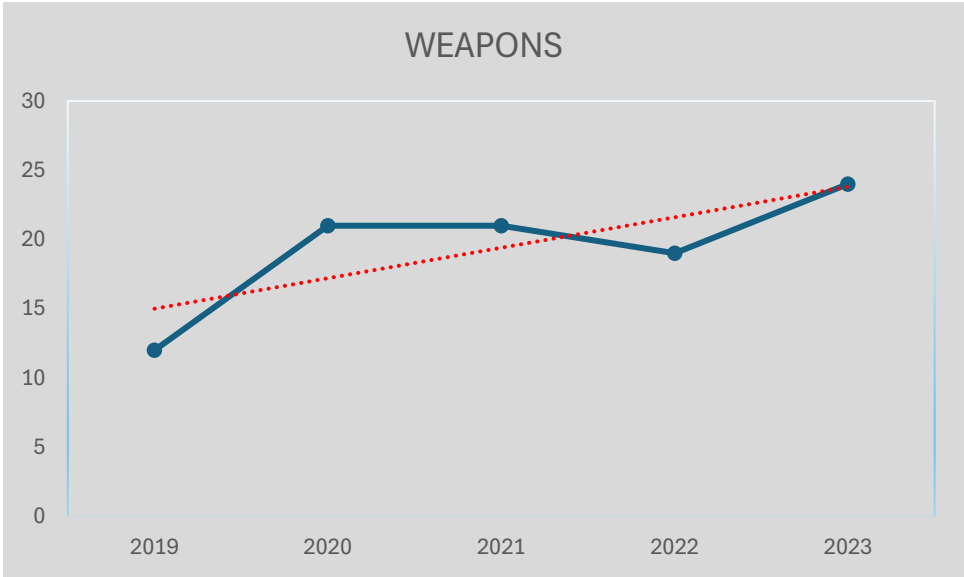


The City of Whitewater Police Department

September 12, 2024

Page | 34

	2019	2020	2021	2022	2023
WEAPONS	12	21	21	19	24



Summary

- Officer identified issue, although numbers are low
- Trend line is exaggerated by low 2019 incidents, otherwise relatively flat

The City of Whitewater Police Department



September 12, 2024

Page | 35

Top Ten Calls by Year

2019	
TRAFFIC STOP	2719
RESCUE	718
DC	565
PARKING COMPLAINT	424
WELFARE CHECK	383
BAR CHECK	374
FIELD CONTACT	372
COMPLIANCE CHECK	293
ANIMAL	261
SUSPICIOUS	254

2020	
TRAFFIC STOP	1897
RESCUE	493
WELFARE CHECK	394
DC	366
PARKING COMPLAINT	320
FIELD CONTACT	315
ANIMAL	261
RECEIVE INFORMATION	242
911 HANGUP	242

NOISE COMPLAINT	240
-----------------	-----

2021	
TRAFFIC STOP	2217
WELFARE CHECK	591
RESCUE	500
DC	493
BAR CHECK	400
PARKING COMPLAINT	325
ANIMAL	302
FIELD CONTACT	299
BUSINESS CHECK	266
911 HANGUP	262

2022	
TRAFFIC STOP	1716
PARKING COMPLAINT	683
RESCUE	526
WELFARE CHECK	517
DC	431
ANIMAL	291
FIELD CONTACT	272



The City of Whitewater Police Department

September 12, 2024

Page | 36

911 HANGUP	255
NOISE COMPLAINT	246
THEFT	240

2023	
TRAFFIC STOP	1447
WELFARE CHECK	571
DC	422
PARKING COMPLAINT	401

911 HANGUP	388
RESCUE	386
EXTRA PATROL/PATROL	361
ASSIST CITIZEN	354
911 OPEN LINE	324
SUSPICIOUS	299

Geospatial Analysis

Critical to the analysis of deployment efficiency in any agency is the determination of the location of incidents to identify the most effective placement of resources in order to reduce response times. Geographic analysis uses geography and mathematics to cross-reference call data with geography to compare the total reactive workload versus where officers are deployed. This type of analysis can help to identify alternate patrol area layouts and lead to more efficient response times.

Further to this, the crime information can be overlaid with data about population density, trends in residential and commercial development, current deployment beats, and other data to add context and insight into the calls for service patterns. Current and future development and population trends can also assist in predicting future demands and deployment needs.

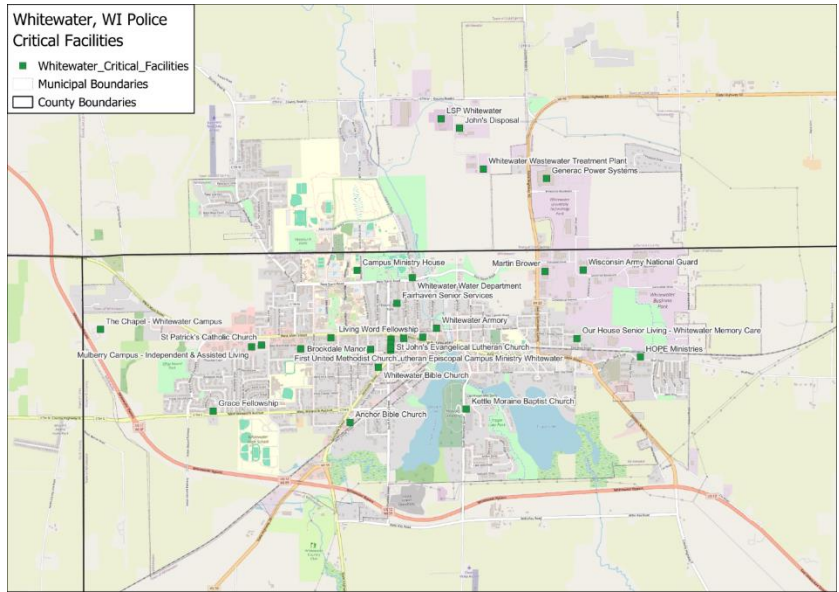
The following two maps show the locations of notable buildings in the City including the Whitewater and University Police stations. State Highway 12 runs along the outskirts of the City and most businesses are concentrated in the town center. Typically smaller cities located near major transportation routes experience transient crime, predominantly the trafficking of stolen goods, drugs, weapons or human beings between larger cities.



The City of Whitewater Police Department

September 12, 2024

Page | 37

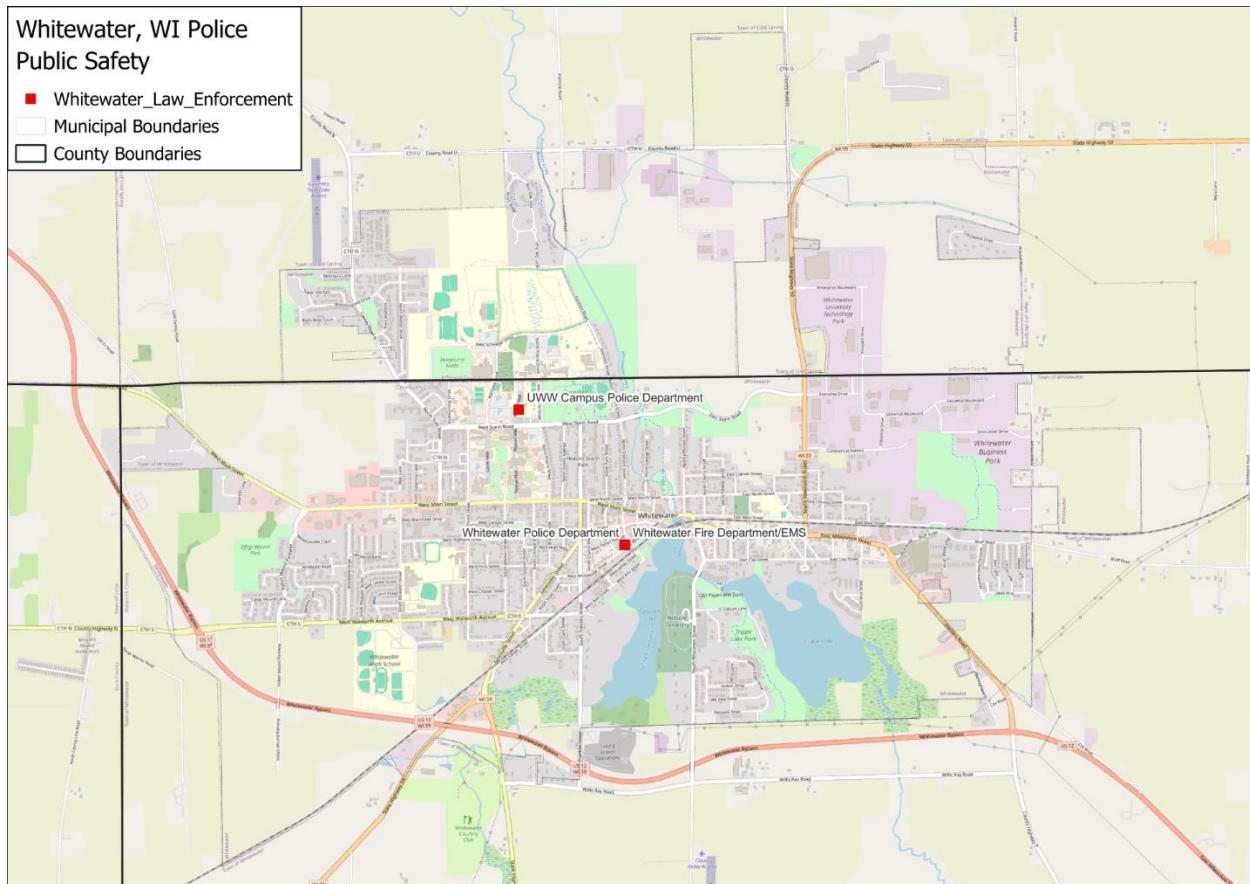




The City of Whitewater Police Department

September 12, 2024

Page | 38



The pattern depicted in the below map shows the concentration of calls near the downtown core of the City which includes a number of municipal services, businesses, and retail outlets. It is noteworthy that a similar map was produced for each calendar year from 2019-2022 and in every case the pattern was identical to the one presented in the 2023 data. This shows the stability and durability of the overall pattern.

Clusters associated with main downtown areas of cities are extremely predictable, providing key information used to formulate proactive initiatives and crime prevention measures. During the months when the University is in session and students are frequenting downtown, high visibility patrols on foot,



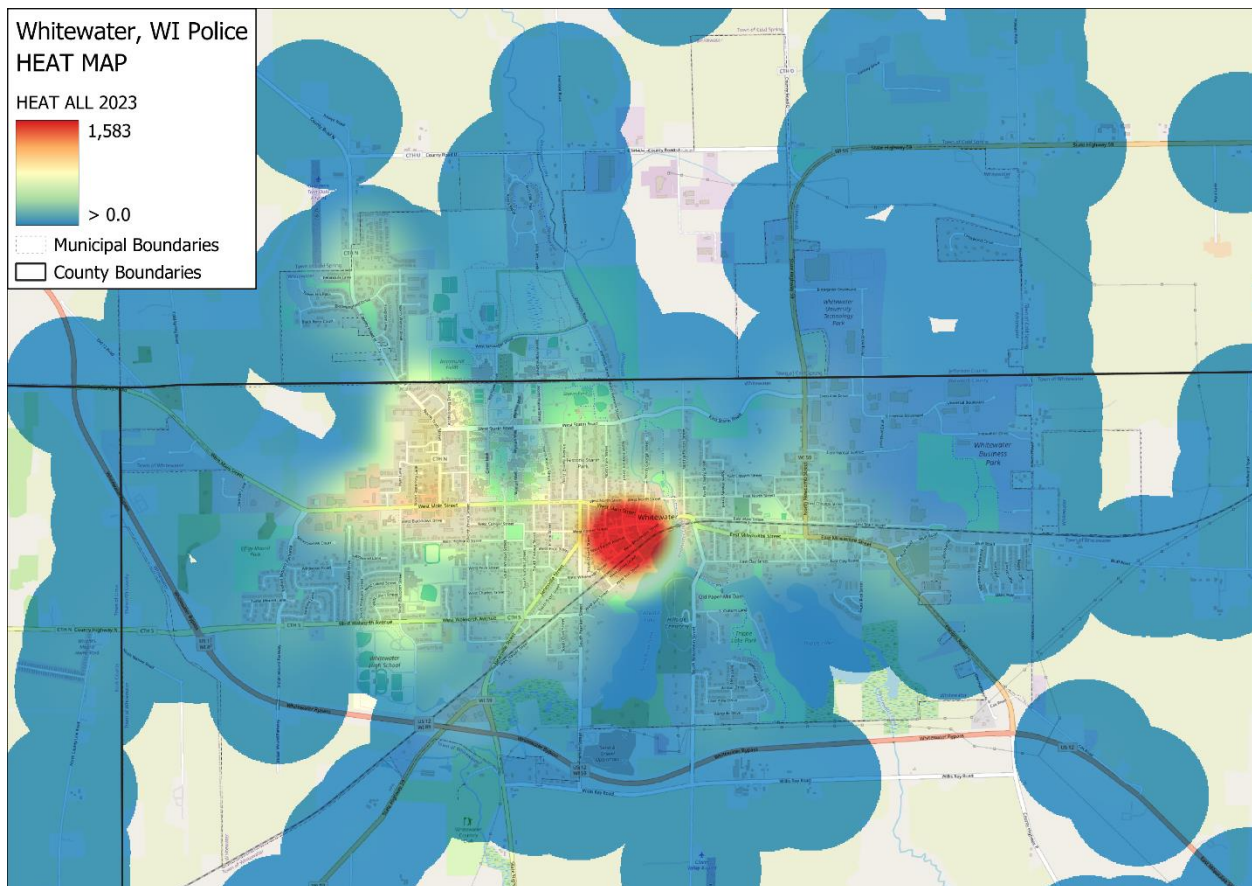
The City of Whitewater Police Department

September 12, 2024

Page | 39

bicycle or other means add to the community’s sense of safety and enhance resident communication of persistent and recurring problems in the area.

Problem solving efforts for downtown issues should dominate the list of proactive projects and goals originated by Department shifts each year. Whitewater’s current deployment philosophy adheres to this ideal and should continue to refine its shift plans as necessary.



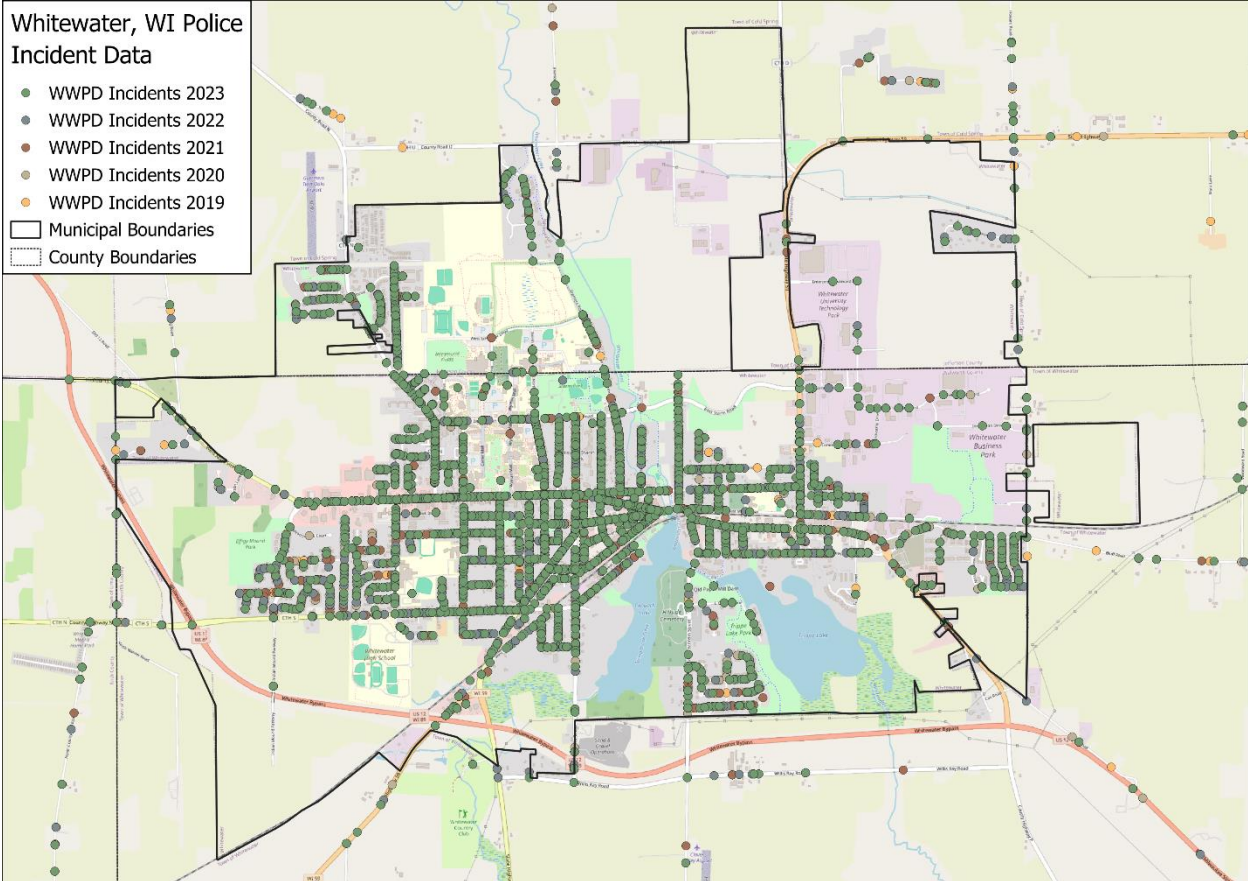


The City of Whitewater Police Department

September 12, 2024

Page | 40

The below plots of individual call locations for the five-year period clearly depicts the need for citywide coverage. Although the concentration of calls is heaviest in the downtown areas, there are calls every year from all parts of the City, which supports the need for sufficient patrol coverage to ensure timely responses throughout.





The City of Whitewater Police Department

September 12, 2024

Page | 41

Patrol

One of the important measures of workload and capacity utilized in the Fitch methodology is to account for demands on officer time outside of calls for service. As a baseline, it is essential to understand how many officers are engaged in general patrol (i.e. not assigned to a call, an administrative detail, or proactive self-initiated police activity) at a given time.

Available officers on undirected patrol are poised to respond to priority events. In addition to emergency response capacity, general patrol as a consideration in the workload provides visibility which creates a sense of safety (especially important for City Centers, entertainment districts and tourist areas). There is a strong correlation between Police presence and the subjective perceptions of an area as being safe. General patrol also provides a deterrent to public disorder and crime.

The overall queue and response times, reinforced by geospatial information, indicate the Whitewater Police Department has officers available and positioned for an effective response to all calls. This is particularly impressive when taking into account that the City does not restrict officers to particular geographic patrol zones, nor were the queue and response time analyses restricted to only top priority calls as they normally would be.



However, it was relayed by interviewed officers that these response times are impacted by clearing a priority call to attend another call or provide backup. Several officers indicated they would defer or avoid proactive activities that could make them unavailable for a protracted period of time if others on their shift were already engaged with a call. Effective call response time can easily be compromised



if officers choose to or are forced to displace useful proactive activity due to insufficient resources on the street.

Proactive Activity

In addition to the calls for service information, CAD and other data can also assist in depicting the proactive activities of officers. These can include traffic enforcement, citizen contacts, premise checks, foot patrol, or any other self-initiated policing activities that are captured in the CAD system or in other records. Most deployment models strive to include availability at appropriate times of the day for proactive activities.

The International Association of Police identifies uncommitted time as one of the most important and accurate indicators of police workload. Department expectations of the role of the officer in the community and his/her core job functions greatly impact the proactive activity workload. Police Departments that emphasize community outreach, engagement, and problem solving as part of the core responsibilities of frontline officers typically have an enhanced need for them to be available during the critical time period of 9:00 AM to 9:00 PM. Usually, these are proactive activities that allow officers to focus on Department and community priorities.

The Whitewater Police Department has done a remarkable job of not only routinely including proactive activities in their workload, but also recording these activities within the CAD system. In many Police Departments, officers perform proactive activities while they are depicted in CAD as being “available” i.e. on routine patrol. It is essential to log proactive activities in CAD so the Department is easily able to formulate and analyze metrics associated with the workload and consequently develop best practices.

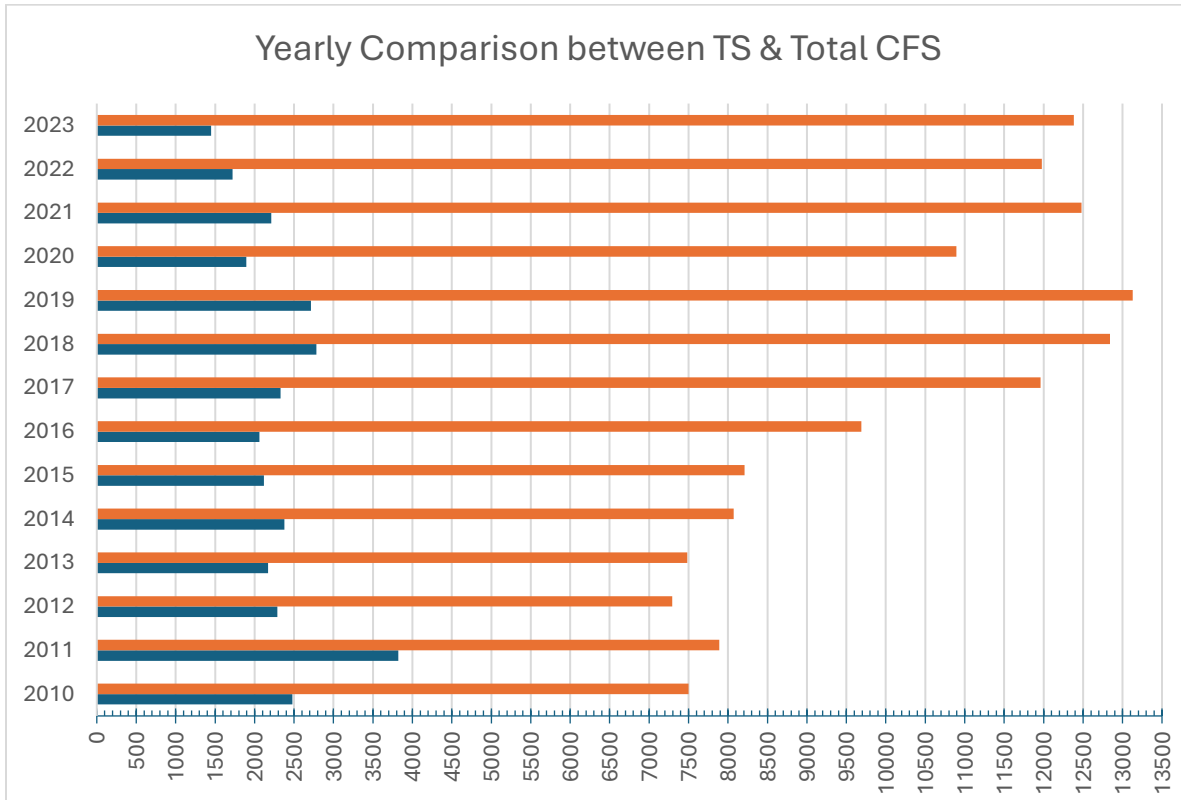
Notably, the Chief of Police raised a concern with Council over the decline of traffic stops in direct correlation with increases in reactive calls for service. The inference was clearly made that officers have less time to perform proactive activity because of the call volume. See below (blue line is traffic stops and orange line Calls for Service)

The City of Whitewater Police Department



September 12, 2024

Page | 43



It is useful to examine a wider range of proactive calls for service to determine if the trend affects other proactive call types. These call types along with their year-to-year fluctuations are captured in the table below. The data set for this analysis with the selected proactive activities only goes back to 2019 when a new RMS system was put in place. Most of these call types were clearly proactive activities by nature, however there are many other call types, for example, parking complaints, that are more ambiguous. Often officers may proactively conduct parking enforcement or they may be doing so reactively in response to a call for service from a citizen. It is difficult to further parse these ambiguous call types in order to definitively determine if they were as a result of proactive or reactive activity.

The City of Whitewater Police Department



September 12, 2024

Page | 44

CALL TYPE	2019	2020	2021	2022	2023
BAR CHECK	374	229	400	183	218
BUSINESS CHECK	69	162	266	45	221
EXTRA PATROL/PATROL	177	128	83	128	361
FIELD CONTACT	372	315	299	272	289
FOOT PATROL	28	61	101	125	105
MEETING	2	5	30	23	59
PARK CHECK	5	32	86	115	287
SCHOOL CHECK	1	2	4	0	68
TRAFFIC STOP	2,719	1,897	2,217	1,716	1,447
TOTAL	3,747	2,831	3,486	2,607	3,055

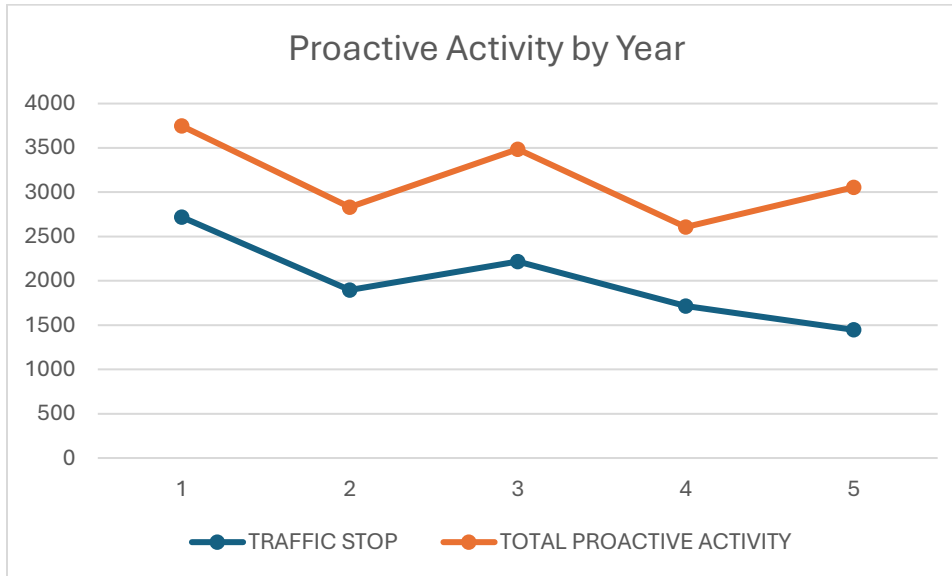
Some of these call types are among the top 10 or 15 high frequency calls every year, which is indicative of the value and emphasis the Whitewater Police Department places on proactive activity. Traffic stops are the most frequent proactive activity, and over the past 5 years they have experienced a steep decline as well as having the most variability of all the proactive categories. In 2023, the 1,447 traffic stops represent a low point in this data range at only 53% of the peak year in 2019 when 2,719 traffic stops were conducted, and representing only 72% of the five-year average of 1999 traffic stops per year.

The City of Whitewater Police Department



September 12, 2024

Page | 45



Before 2023, the total proactive activity decline mirrored the traffic stop pattern. In 2023, however, total proactive activity increased due to above average years in business checks, extra patrols, foot patrols, park checks, and school checks. The increase from the 2022 low point and the 3,055 proactive activities represented 97% of the 5-year average (3,145) and 82% of the peak value in 2019 (3,747).

Each of the frontline patrol shifts under the leadership of its Lieutenant develops proactive projects every year and then quantifies the results. Department perception exists that proactive call types such as park checks or bar checks fluctuate greatly from year to year depending on the focus of the patrol shifts. Examining the total proactive activities excluding traffic stops reveals that proactive call types experienced a modest increase over the time period mostly due to the considerable increase in 2023.

As previously noted, it is important to recognize that traffic stops comprise over 2/3 of all proactive activity in every year except 2023, where they were still the most voluminous call type but only represented about half of the total proactive activity. While it is probable that the call increase that began in 2017 correlates with some of the decrease in traffic stops, for the most part calls have held constant since 2019 at about 12,000 per year while traffic stops continued to decline. It will be worthwhile to see if the rebound in other proactive activity that occurred in 2023 expands to include a re-invigoration of traffic stops in 2024. Like many proactive activities it is a matter of concerted effort and perhaps the shift projects will include targeted traffic stops.

One of the themes expressed repeatedly in interviews of officers is the effect of the current staffing situation on their proactive activity. In situations where one officer is tied up on a call for service, the



other officers on the shift defer any proactive activity that would render them unavailable for a call for service or to act as a backup. This is believed to be a significant factor in the decrease that would also be ameliorated with increased staffing conditions at the busiest times.

It will also be noteworthy if any staffing increases realized by the recommendations in this report translate into increased proactive activity. The Whitewater Police Department is ahead of the curve in that regard due to its diligent tracking of a good range of proactive activities in its CAD database.

Administrative Time

There are several realities that take away from Police officers being available at work to take calls, patrol, and do proactive activities. These include lunches and breaks, vacation, training, sick time, on duty court appearances, on duty injuries, vehicle maintenance, meetings, etc. A comprehensive picture of workload must include the impact of these administrative tasks on the deployed staffing to accurately gauge the efficiency of the work shift, and deployment pattern.

An optimized staffing analysis was conducted utilizing mathematical formulae to determine the most efficient allocation of personnel to maintain the desired staffing. Variables included in the calculation were the average use of personal time, training, Family and Medical Leave Act, Military Leave and light duty hours. The highs, lows, and averages of these administrative time experiences lead to a high, medium, and low calculation of the optimized staffing quotient. The result of the calculation indicates how many officers would be required to ensure one full time position year-round.

Optimal Staffing Calculation	
High	1.55
Medium	1.39
Low	1.28

The City of Whitewater Police Department



September 12, 2024

Page | 47

FBI UCR Crime Data

For some other key indicators of workload for the frontline and detectives in terms of crimes that need to be investigated, staffing studies often refer to crime incidents. A comparison was provided by the Whitewater Police Department of information from the FBI Uniform Crime Reporting (UCR) Program. In comparing different regions of different populations, the rates of incidents are often expressed as the number of crimes per 100,000 residents. The graphs, tables, and discussion that follows compares the rates of violent and property crime in Whitewater with several comparison communities.

Crime Category	series	2018	2019	2020	2021	2022
Violent	Reported	24	31	37	38	33
	Cleared	21	23	33	24	27
		87.50%	74.19%	89.19%	63.16%	81.82%
Property	Reported	104	160	148	181	184
	Cleared	38	47	39	86	117
		36.54%	29.38%	26.35%	47.51%	63.59%
Homicide	Reported	0	0	0	0	0
	Cleared	0	0	0	0	0
		n/a	n/a	n/a	n/a	n/a
Rape	Revised Rape Reported	8	13	5	14	10
	Revised Rape Cleared	5	7	5	5	7
		62.50%	53.85%	100.00%	35.71%	70.00%
Robbery	Reported	3	0	1	2	2



The City of Whitewater Police Department

September 12, 2024

Page | 48

	Cleared	3	0	0	0	2
		100.00%		0.00%	0.00%	100.00%
Aggravated Assault	Reported	13	18	31	22	21
	Cleared	13	16	28	19	18
		100.00%	88.89%	90.32%	86.36%	85.71%
Arson	Reported	0	0	0	2	1
	Cleared	0	0	0	1	0
		n/a	n/a	n/a	50.00%	0.00%
Burglary	Reported	20	11	25	11	11
	Cleared	5	3	5	2	4
		25.00%	27.27%	20.00%	18.18%	36.36%
Larceny-Theft	Reported	74	140	117	165	166
	Cleared	26	35	31	82	109
		35.14%	25.00%	26.50%	49.70%	65.66%
Motor Vehicle Theft	Reported	10	9	6	5	7
	Cleared	7	9	3	2	4
		70.00%	100.00%	50.00%	40.00%	57.14%

Peer Comparators

It is possible to use the UCR statistics as a common denominator to compare the Whitewater Police Department with some of its peer Police Departments in the area. Four comparators were selected in concert with the Police leadership team. These comparator agencies were selected because of similarities in size of Police Department, population served, presence of a university and other variables. Obviously in policing, each situation is unique in terms of demands and conditions. These comparators, however, do serve their purpose by adding context to the Whitewater statistics. The ratio of officers per 1,000 residents in Wisconsin statewide is 2.26.



The City of Whitewater Police Department

September 12, 2024

Page | 49

Municipality	Population	Officers	Officers per 1,000 Residents
Lake Geneva	8,277	24	2.90
Watertown	22,926	40	1.74
Fort Atkinson	12,579	20	1.59
Menomonie	16,843	25	1.48
Whitewater	15,773	24	1.52

Violent Crime Rate Comparisons 2018-2022 (Rate per 100,000)

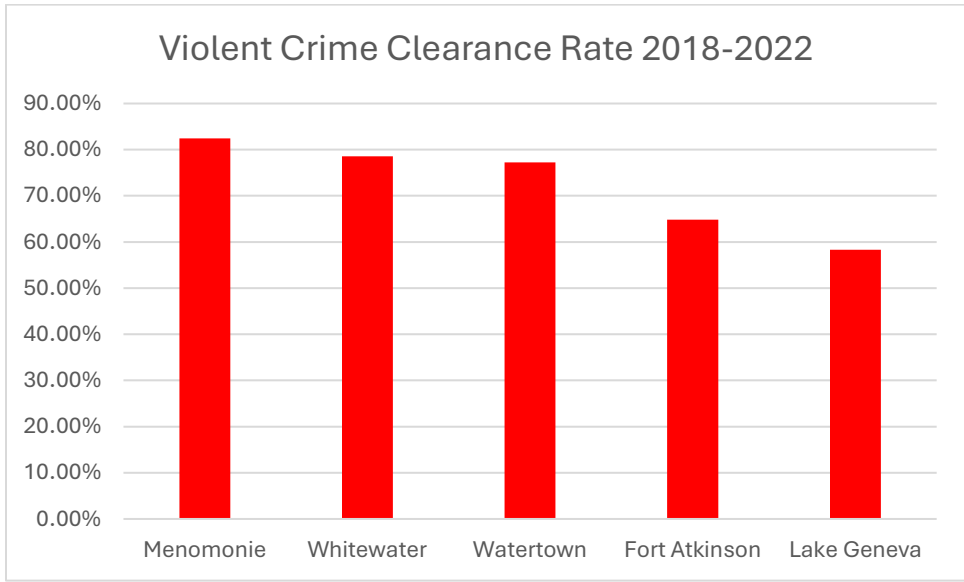
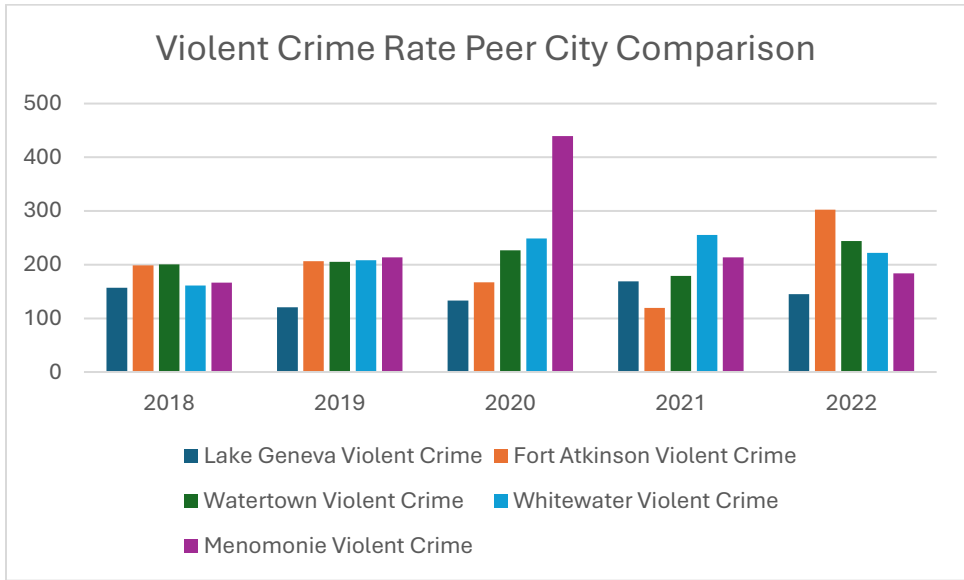
	2018	2019	2020	2021	2022
Whitewater Violent Crime	161.2	208.2	248.5	255.2	221.6
Fort Atkinson Violent Crime	198.7	206.7	166.9	119.2	302.1
Lake Geneva Violent Crime	157.1	120.8	132.9	169.1	144.9
Watertown Violent Crime	200.6	205	226.8	178.8	244.3
Menomonie Violent Crime	166.2	213.7	439.4	213.7	184.1



The City of Whitewater Police Department

September 12, 2024

Page | 50





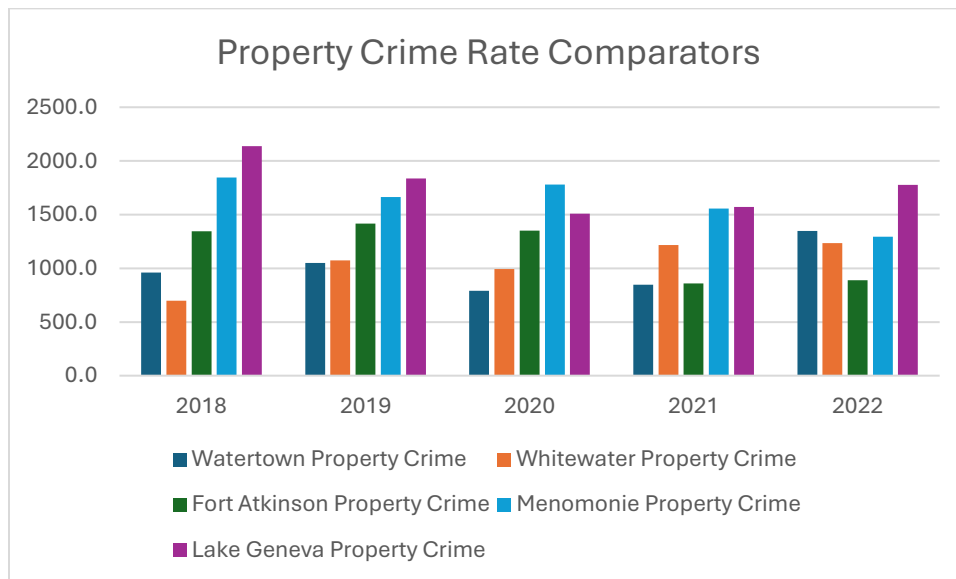
The City of Whitewater Police Department

September 12, 2024

Page | 51

Property Crime Rate Comparisons 2018-2022 (Rate per 100,000)

	2018	2019	2020	2021	2022
Whitewater Property Crime	698.5	1,074.6	994.0	1,215.7	1,235.8
Fort Atkinson Property Crime	1,343.5	1,415.1	1,351.5	858.6	890.4
Lake Geneva Property Crime	2,138.5	1,836.4	1,510.2	1570.6	1,776.0
Watertown Property Crime	959.6	1,051.2	789.5	846.2	1,347.8
Menomonie Property Crime	1,846.5	1,662.4	1,781.2	1,555.5	1,294.3

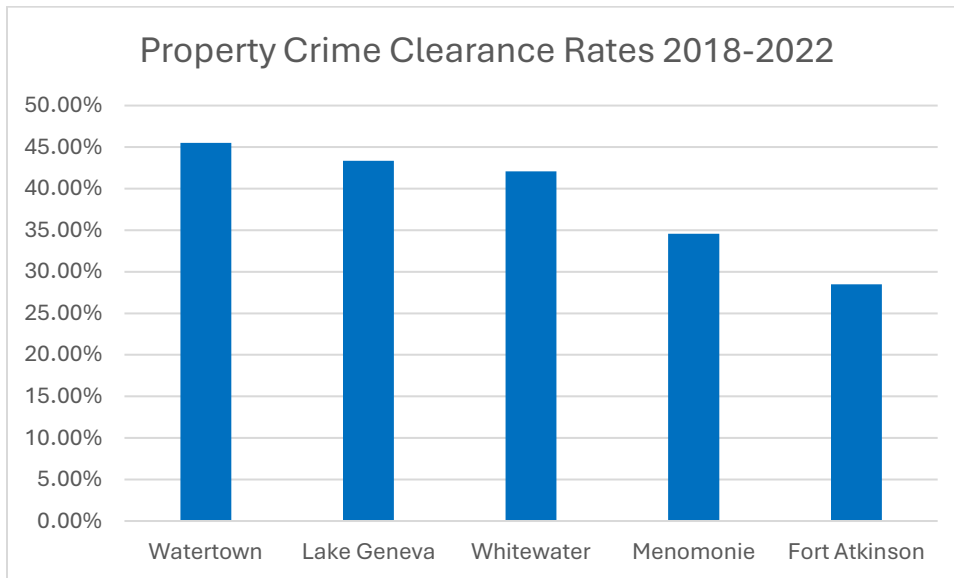




The City of Whitewater Police Department

September 12, 2024

Page | 52



Frontline Staffing Recommendation

A previous recommendation of this report was to exclude the supervisors as part of the minimum staffing requirement. An analysis of the proportionality of the workload suggested new minimum staffing levels based on the results in the table that follows:

		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:00	1 st Shift	2	2	2	2	2	2	2
7:00		2	3	3	3	3	3	3
8:00		2	3	3	3	3	3	3
9:00		2	3	3	3	3	3	3
10:00		2	3	3	3	3	3	3
11:00		2	3	3	3	3	3	3
12:00		2	3	3	3	3	3	3
13:00		2	3	3	3	3	3	3
14:00		2	3	3	3	3	3	3
15:00		2 nd	3	4	4	4	4	4
16:00	3		4	4	4	4	4	4
17:00	3		4	4	4	4	4	4



The City of Whitewater Police Department

September 12, 2024

Page | 53

18:00	Shift		3	4	4	4	4	4	4
19:00		Power Shift	3	4	4	4	4	4	4
20:00			3	4	4	4	4	4	4
21:00			3	4	4	4	4	4	4
22:00			3	4	4	4	4	4	4
23:00	3		4		4	5	5	4	
	3 rd Shift		(Mon)	(Tues)	(Wed)	(Thurs)	(Fri)	(Sat)	(Sun)
0:00		3	3	3	4	5	5	5	
1:00		3	3	3	4	5	5	5	
2:00			3	3	3	3	3	3	3
3:00			3	3	3	3	3	3	3
4:00			2	2	2	2	2	2	2
5:00			2	2	2	2	2	2	2

In order to cover off the peak needs of the workload during their respective shifts, it would require the following:

Shift	Current Staffing	Required Peak Staffing
1 st Shift	3	3
2 nd Shift	4	4
Power	3	2
3 rd Shift	3	3

To achieve the minimum staffing numbers required, it is essential to factor in the lost time due to illness, family medical leave, vacation, duty injury, military leave, and training as calculated in the optimal staffing analysis.

Optimized Staffing Ratio	
High	1.55
Medium	1.39



The City of Whitewater Police Department

September 12, 2024

Page | 54

Low	1.28
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Shift	Optimized Staffing Calculation					Required Staff		
	Current Staffing	Required Peak Staffing	High	Medium	Low	High	Medium	Low
1 st Shift	3	3	1.55	1.39	1.28	4.65	4.17	3.84
2 nd Shift	4	4	1.55	1.39	1.28	6.2	5.56	5.12
Power	3	2	1.55	1.39	1.28	3.1	2.78	2.56
3 rd Shift	3	3	1.55	1.39	1.28	4.65	4.17	3.84

In order to achieve the suggested staffing levels, 1st shift and 3rd shift would require 3-5 officers, power shift would remain the same with 3 officers, and 2nd shift would increase to 5-6 officers. It is recommended that as a conservative first step, the Whitewater Police Department increase staffing by 1 officer on 1st Shift, 2 officers on 2nd Shift and 1 officer on 3rd shift with no change to the current staffing (3 officers on Power Shift) as soon as possible (within 1-2 years). It is further recommended that the Whitewater Police Department consider adding another officer to 1st and 3rd shift within the next 3-4 years.

Shift	Current Staffing	Recommended Increase within 1 Year	Recommended Increase 2-3 years
1 st Shift	3	4 (+1 Officer)	5 (+1 Officer)
2 nd Shift	4	6 (+2 officers)	6 (no change)
Power Shift	3	3 (no change)	3 (no change)
3 rd Shift	3	4 (+1 Officer)	5 (+1 Officer)
Total	13	17 (+4 Officers)	19 (+6 Officers)

To assess alternative deployment patterns, a number of compressed work week schedules were reviewed consisting of both fixed and rotating shift schedules using 10,11, and 12 hour shifts to provide 24 hours a day, 7 days a week coverage. In each of those shift systems including the optimized staffing ratio, it would require between 20 to 25 officers on the frontline to fulfill the shift minimum staffing in the proportionality chart.



Recommendation

Increase frontline staffing by adding 4 officers

- 1st Shift +1
- 2nd Shift +2
- 3rd Shift +1

SUPPORT UNITS

Dispatch Unit

The queue times for calls in the Dispatch Unit are indicative of efficient performance in managing the incoming requests for service. The officers interviewed were generally complimentary of the Dispatch team. The members of the Dispatch Unit interviewed were of different age and experience ranges but were unanimously complimentary of the work environment, expressing that they felt part of the team, and that their proximity to the Police officers in the same building made them care even more about their safety. All of the dispatchers felt that the officers appreciated them, and would often stop in after chaotic or distressing calls to check on the dispatchers' well being. The dispatchers all preferred their environment to what they believed the work environment to be in the County dispatch system, and all of them intimated that they would rather be in Whitewater and be content and appreciated, rather than make a few more dollars in a less functional work situation.

The City of Whitewater Police Department



September 12, 2024

Page | 56

The dispatchers felt that their supervisor and the command team were approachable and understood the challenges the dispatch position entailed. The dispatchers believed that the command team listened to their concerns and suggestions. A usual analysis of dispatch performance would include some metrics concerning the interval between someone calling 911 and the call being picked up, but in this particular case getting that data from the County proved elusive. Judging by the available data, the tour of the facility, and the qualitative data from dispatchers, colleagues and stakeholders, there are no areas of concern about the performance of the unit. The dispatchers also have a variety of administrative duties they perform when call volume allows, including processing parking tickets, and processing warrants, entering stolen vehicles, etc.



The dispatchers work a unique shift and exhibit a lot of flexibility with their schedule in order to provide coverage. Their adaptability, cooperation, and dedication is impressive, however, the schedule itself presents the most compelling issue for the unit. Due to the staffing level of 6 dispatchers, there is a significant amount of time where there is only 1 dispatcher on duty. There are only 2 dispatchers on duty on Thursday, Friday, and Saturday from 6:00 PM to 4:00 AM. The balance of the week is staffed

with only 1 dispatcher. This means there is no one to assist the dispatcher during a significant call, provide relief for breaks, or assist with incoming call volume. Having only 1 dispatcher on duty with no strategy to have some operational redundancy is contrary to best practice and NENA standards, a serious point of liability for the City. The lone dispatcher represents a single point of failure, whereby operations and emergency calls would halt should the one dispatcher become incapacitated. This is not a new problem. The Association of Public Safety Communications Officials (APCO) International Member Assistant and Advisory Program was contracted to do a review and assessment of the staffing level of the City of Whitewater's Public Safety Answering Point in May of 2013 and made the following observation:

The City of Whitewater Police Department



September 12, 2024

Page | 57

“The City’s PSAP operates with only one person on duty most of the time, exposing the City to a high level of risk from life-safety and liability standpoints when multiple incidents occur over a short time period. Addressing this deficiency should be a top priority for City officials. To remedy this situation, the City should assure two dispatchers are always on duty. To accomplish that staffing level, five additional Full Time Equivalent (FTE) PSAP employees are required.”²

Recommendation

Strengthen Dispatch technology to avoid shut downs, and consider hiring additional resources or partnering with other agencies for shared back-up/relief

Noteworthy, on-site interviews revealed frequent crashes in police 911 communications which pose significant risk-management challenges, potentially leading to organizational and legal liabilities due to delayed emergency response and compromised public safety.

It is recommended that the City of Whitewater develop a strategy to strengthen technology issues associated with dispatch system failures, while recognizing that implementing new communication technologies increases dispatch workload, necessitating ongoing monitoring to ensure effectiveness and efficiency in operations. Additionally problematic is when coverage for dispatchers for relief or other circumstances is required. This may be addressed through collaboration with partnering agencies for coverage or relief, or by hiring additional staff to facilitate a minimum of two dispatchers on duty at all times.

Detective Office

The Detective Office maintains a database that details investigations it is overseeing by year, categorized by the type of offense or the call type if there isn’t a particular criminal offense associated with the incident. It is an insightful source of information about the caseload and year to year changes. The overall amount of cases processed by the Detective Office from year to year is presented below.

	2019	2020	2021	2022	2023
Caseload	2,033	1,413	1,722	1,729	1,730

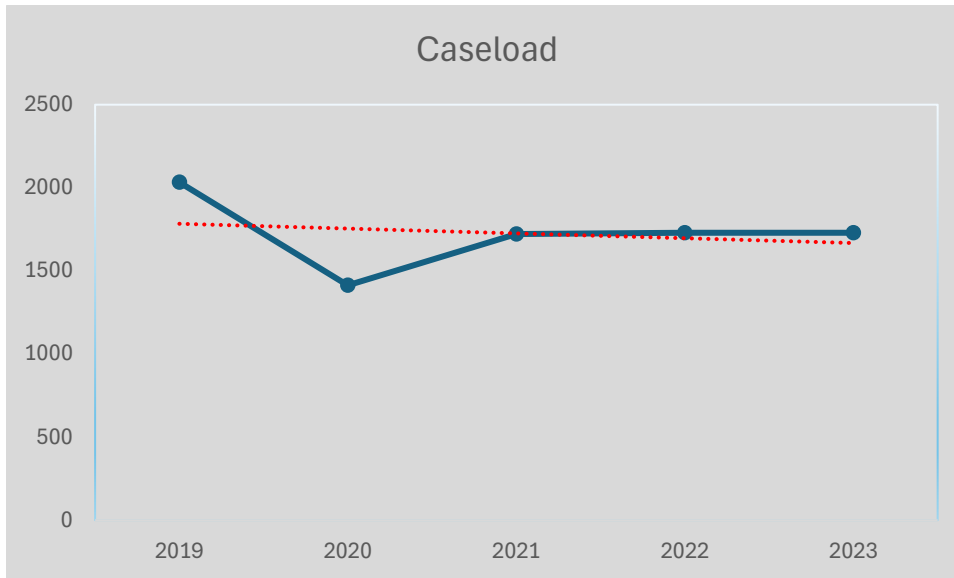
² APCO International review of The City of Whitewater’s Public Safety Answering Point, May 2013, Executive Summary page 4, items 1 and 2.

The City of Whitewater Police Department



September 12, 2024

Page | 58



The Detective workload has shown remarkably little fluctuation over the past three years. The three Detectives plus the SRO carry an average caseload of 1,700 cases, many of which entail significant follow up investigation. The caseload, along with the many other duties and responsibilities the Detectives are tasked with, proves quite demanding for the unit.



In the database maintained by the Detective Office, there are 232 distinct case types recorded. For the sake of clarity, these case types were grouped into similar types. For example, the individual offences of 5212-Weapons Possession, 5218-Weapons Pointing and Aiming, 5299-Weapons Offense were all grouped into a Weapons category.

The City of Whitewater Police Department



September 12, 2024

Page | 59

Top 10 Case Types by Year

2019	2020	2021	2022	2023	2024 ³
Disorderly Conduct	Property	Property	Property	Property	Property
Property	Disorderly Conduct	Theft	Theft	Disorderly Conduct	Traffic Offense
Drugs	Theft	Disorderly Conduct	Disorderly Conduct	Traffic Offense	Disorderly Conduct
Theft	Drugs	Liquor Offenses Adult/Unspecified	Crash	Theft	Crash
Crash	Damage	Drugs	Traffic Offense	Crash	Truancy
Traffic Offense	Crash	Crash	Drugs	Truancy	Hit and Run
Liquor Offenses Adult/Unspecified	Information	Traffic Offense	Truancy	Damage	Information
Damage	Traffic Offense	Damage	Damage	Drugs	Theft
Fraud and Forgery	Truancy	Truancy	OWI/DWI	Hit and Run	Drugs
OWI/DWI	OWI/DWI	OWI/DWI	Warrant	OWI/DWI	Warrant

Aside from their investigative workload, the Detectives serve multifunctional roles within the Police Department, from helping maintain the property and evidence room, to assisting with community events, traffic control, transporting prisoners to holding cells for the front line, holding serious and fatal accident crime scenes on the Hwy 12 bypass, assisting in the accreditation reviews, and even assisting in the maintenance and initial outfitting of cruisers. The Detective Unit members also serve as the forensic officers and process crime scenes. As often noted, with the proliferation of cell phones and

³ 2024 Data is only first quarter data.

The City of Whitewater Police Department



September 12, 2024

Page | 60

other technology, the complexity of crime investigation has increased exponentially in the last decade. The work schedule for the detectives features frequent call outs during weekday evenings and weekends. Typically, a designated Detective will be on call, but in most cases, given the well-known benefit of front-end loading resources for criminal investigations, the entire team will respond.

The Detective Office appears to be staffed with skilled personnel who are dedicated and enthusiastic about their role within in the Department and display a willingness to juggle many responsibilities to ensure the front-line officers are supported. The morale of the unit and its ingenuity and dedication to the organization is commendable. Although the caseload numbers have remained static over the past few years, it is clear that the Detective Office continues to function at a high level in large part due to the flexibility, determination, and ingenuity of its officers. One theme that surfaced from the interviews with the Detectives was the concern that, too often, complex investigations such as those including cell phone data for example, must be continuously set aside for a priority call such as a sexual assault that would, out of necessity, become their sole focus until it was completed. Moreover, investigation time has increased because of communication/translation barriers, requirements for documentation to be translated, need for understanding cultural context related to the case, and securing qualified translators.

The second theme was the need for more training on, and acquisition of, targeted investigative technologies to make the data-laden investigations more efficient. Specifically mentioned was getting trained on and acquiring Cell Hawk technology to more easily process cell phone data analytics and

Recommendation

Consider increasing the staffing of the Detective Office by adding one Detective position.

depict them in a mapping application. Investigative technologies are always evolving faster than most Police Departments, and even large ones can't keep up. In most cases, they represent a substantial investment into tools that could be obsolete within a year or two. It was clear, however, that this particular investment would be much more efficient than processing cell phone records

by hand, and would allow for significant time savings and reduction of errors.

The ever-increasing complexity of investigations, the growing demands associated to court disclosure and preparation, and the breadth of add on duties for this unit suggest strongly that another Detective position should be added.



School Resource Officer



The School Resource Officer role is widely recognized as one of the busier positions in the Police Department. The School Resource Officer position is attached to the Detective Office because of the sensitive nature of some of the calls for service they encounter (child abuse, child exploitation, sexual assaults, cyber bullying etc). The Detective Office provides supervision and support for some of the more complex cases.

One of the changes that has happened slowly over time according to the current and previous incumbents in the School Resource Officer position is that the opportunity to perform proactive work within the schools has been supplanted by the reactive workload. Reviewing the individual officer activity statistics for 2023 and 2024, it does appear that the reactive call load for

the SRO is higher than the average experienced by frontline officers, and it was also high in the areas of document service and arrests.

It is important to acknowledge, however, that the individual officer activity report for the SRO will also include calls attended while assisting the Detective Office as well as when working backfill or overtime shifts on the front line. Nevertheless, it does depict in general terms, the overall nature of the caseload.

Notable findings from the review of the SRO workload include:

- Heavy reactive call for service workload with 854 calls in 2021, 751 calls in 2022, and 883 calls in 2023, with 2024 calls on pace to exceed the 2023 total
- Commonly accumulate as much as 30 hours of overtime per pay period

The City of Whitewater Police Department



September 12, 2024

Page | 62

- School Resource Officers are required to deal with issues between undocumented students and other ethnicities with an increase in assaults
- Middle school student response and investigations account for most of the service calls
- Expectation to complete extensive, complicated, lengthy, and detailed investigations. i.e. child pornography, sexual assaults, cyber-bullying
- Truancy investigations and enforcement are time consuming
- Bomb threat investigations are lengthy and require many resources
- Eighty students are moving from middle school to high school in September and there are only two bilingual teachers on staff with anticipated increase to the SRO workload

The Whitewater Unified School District oversees 2 elementary, 1 middle, and 1 secondary school in the City. Most of the SRO involvement is with the high school and middle school. It would arguably be advantageous to have more Police involvement in elementary schools as well. The School Resource Officer position is partially funded through the school board. An additional School Resource Officer would allow more proactive activity to take place, and provide more involvement with the elementary school where early intervention with at-risk youth could have a substantial positive impact. In many communities, there is also a growing trend towards situation table approaches. In these instances, a broad network of youth services comes together to offer a more comprehensive approach to dealing with persistent youth issues and vulnerable students that any one agency could not offer in a

Recommendation

Add an additional School Resource Officer to allow for more proactive activities, better manage the current workload, and expand presence in the elementary and middle schools

standalone capacity. SRO participation in these situation table approaches could be a key element of success.

It is recommended that an additional SRO be added to assist with the workload and to afford the SRO the capacity to undertake the numerous proactive and relationship building activities that are associated with the role. Critically, an additional SRO would also ensure



that officers are able to have a presence in the middle and elementary schools. There is also a possibility of seeking more funding support through the school board for an additional officer and expanded SRO capacity.

Records

In addition to the Communications Unit, there are 3 civilian positions in the Department, 2 of which are dedicated primarily to the management of records, and another part time civilian position that deals primarily with the front desk. On days when the part time employee does not work, the records specialist covers the front desk. The unit enjoys good morale and is dedicated to the Department. The employees feel they are part of the team and their concerns are heard and understood by the Police leadership team. There is a general observation that the unit is somewhat understaffed, and that the current staff is spread too thin.

The front desk covers many areas of interaction with the public including records requests, license renewals, parking permits, tavern licences, lost and found property, and answering inquiries that are received over the telephone. The front desk also has administrative duties including monitoring the general Police email inbox, certain administrative duties associated with the courts, processing bail bonds, data entry of parking tickets, and performing quality control on crash reports.

Recommendation

Review of City fee schedule for license plate renewal, records requests, and licensing fees to explore opportunities for cost recovery

All of the Records civilians and the Support Services Manager indicated during their interviews that making the front desk Records Technician position into a full time role would be a tremendous benefit.

Open records requests in Wisconsin by law are free, however the Department can charge a nominal fee for the necessary and direct costs incurred to locate and produce the record.

Typically the charges are for paper and printing, photocopying, and digital mediums to store the information. Staff time to locate the record can be charged at the lowest pay rate of an employee who is capable of performing the work. There may be some limited opportunity for cost recovery for records



Recommendation

Current part-time Records Technician position be expanded to a full time role

requests as well as licensing fees. The City should review its current fee structure in an effort to cover the cost to expand the front desk position to full time.

Of the two remaining records employees, one handles the redaction of security, body camera,

and other videos for court, and open records requests. The other associate deals with the records statistics. The job descriptions of the civilian staff are included with the job descriptions for other city clerical staff even though the Police positions have particular and unique aspects of complexity, discretion and secondary exposure to disturbing stimuli.

It is a recommendation of this report that the civilian records staff develops detailed job descriptions authenticated by the Support Services Manager that can be used to ensure its city clerical staff comparators are fair and they are being compensated appropriately.

Recommendation

Develops detailed job descriptions for Records staff to reflect current duties

It is also recommended that the part-time civilian Records Technician (front desk) position be expanded to a full-time role.

Both of the current full-time Records Specialists have duties that exceed their current work hours; the front desk coverage duties take away from their

core responsibilities, and both of the full time specialists work overtime to complete time sensitive work. The review of fee structure and potential overtime savings could easily make up the difference between the part time and full time salary of the Records Technician.



Property and Evidence

The Property and Evidence function is looked after by a combination of a 1st Shift Patrol Officer, the Detective Lieutenant, and the civilian Records Technician. The property room itself is well organized with good security and systems to maintain the chain of continuity of evidentiary items. The space, however, is near capacity, and has no drying room and other amenities that would be present in a more state-of-the-art facility.



Property is managed via a property module in the records management system, Pro Phoenix. The patrol officer maintains the system and processes the physical property items. Once property reaches its retention point and can be disposed of, the Department previously had a physical auction, but has now moved to an online auction which is much more efficient. The property officer estimates in the past it could take up to two months to prepare for the physical auction.

The patrol officer who deals with the property items clears out the input lockers on every shift and spends time processing items sporadically on days where there are 2 officers working on his shift.

This is yet another example of the officers willing to take on several specialized positions within the Department to ensure all aspects of the police work are taken care of. If things



The City of Whitewater Police Department



September 12, 2024

Page | 66

Recommendation

Review of current long term storage facility and provide an alternative that allows for secure storage and the ability to demonstrate continuity and chain of custody for all property and evidence items

remain status quo, this is something they will have to continue to rely on.

The main and most urgent concern is the offsite storage facility for larger property items and long term storage. Items are stored in a City Maintenance yard in a small and fairly insecure standalone garage. Due to the building's state of repair, there is a pronounced risk of water damage, damage by rodents, and considerable problems related to security and

continuity of any exhibits. Many of the items in long term storage relate to evidence being held for a set retention period, pending the possible appeal of an adjudicated criminal case. There exists a critical liability and potential loss of public confidence in the Police Department should items of evidentiary value in a criminal case be damaged, stolen, or not able to demonstrate a secure chain of custody. The current property storage facility makes this regrettable eventuality not only a possibility, but a foreseeable and avoidable certainty.



LOGISTICS AND SUPPLY

Equipment



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

Police critics often point to the “militarization of the Police” as a point of contention. Much of that discussion centers on public perception and misperception about Police needs and roles. Advances in less than lethal use of force options and other equipment provide further options for

Recommendation

Develop a process for the selection and field testing of new equipment that includes the opportunity for user input and evaluation

officer safety, effective performance, and the building of community trust and confidence. An overview of Police operations must logically include a review of current equipment as an integral component of overall operational efficiency and value. Progressive Police Departments regularly seek out new innovations/improvements to equipment and have a fulsome evaluation process that includes the opportunity for employee input, real world conditions testing, and relevant performance data.

On site observations and interviews with officers indicated that all of the equipment from everyday use items like radios, to occasionally used equipment like the soft body armor for crowd control situations is well maintained, well organized, and in good enough supply that any special item needed is generally

The City of Whitewater Police Department



September 12, 2024

Page | 68

readily available. The Department has neither a formal process for receiving new equipment, nor a formal process to field test items and receive feedback in a structured way. On occasion in the past, they have sporadically field tested different options for equipment and received feedback from the officers testing it, but formal processes or a committee with frontline representation that received equipment suggestions, researched options, tested equipment and provided feedback would be desirable.

The quality and utility of equipment is frequently an area where requests from officers for something new or different are constant, in keeping pace with emerging technology and advances in safety equipment and expanding investigative needs associated with the technical nature in which a growing number of crimes are committed. The lack of any negative commentary about equipment was surprising and indicative of a high level of satisfaction with existing issued equipment and the process used to evaluate additional tools and recognition of fiscal restraints. This is an impressive accomplishment and is a strong indicator of excellent flow of information from the frontline to command staff.

IT Needs and Capabilities

Evidence-based policing is heavily reliant on accurate and timely data to efficiently deal with emerging crime and disorder trends. A robust crime analysis capacity is also an essential tool for modern police agencies. The exploding availability of data from smart phones, security cameras, and other electronic devices has given rise to real time operations centers and other hubs of information. Seamlessly and harmoniously weaving this function into the reactive front-line workload and dispatch operations is both an emerging challenge and a significant opportunity for increased effectiveness.

A key to providing efficient and cost-effective service is to leverage leading edge technology to improve the proficiency of administrative processes, as well as making strategic use of operational tools where and how they make the most sense and provide the most value. Noteworthy, the exponential increase in the cost of equipment and vehicles and advanced technology software and hardware will require increased agency funding on an ongoing basis, but will reduce man hours in the long term.

This will become increasingly important as newer officers who are accustomed to, and rely on, ubiquitous and intuitive technology in their everyday life join the Police Department. In fact, they will



The City of Whitewater Police Department

September 12, 2024

Page | 69

become the technology, social media, software, and hardware experts of tomorrow. Due to the limited market, Police specific technologies, databases and applications often lack the complexity, intuitiveness and flexibility of the databases, software, and apps that users would encounter in different settings. New users encountering Police records and reporting systems for the first time are often surprised at the lack of integration between different Police systems even in the same department, and the lack of sophistication or user friendliness of software applications. Newer officer efficiency may be negatively affected by archaic systems and there will be an increasing demand for more contemporary technology and equipment in the future.



Police specific technologies are incredibly specialized, and most IT staff will not initially have the training and knowledge to troubleshoot systems or assist users. Developing this expertise should be a focal point of training, and relationships with product vendors for ongoing support also need to be prioritized. Lack of integration of Police specific systems is also another longstanding issue that all Police agencies face.

Whitewater already makes use of specific technologies with a focus on simplifying or automating labor-intensive tasks. Currently they make use of targeted technologies such as Propio language service to increase efficiency and productivity. Many established technologies such as automated license plate readers, CCTV technologies, automated fingerprinting technologies, e-ticketing, voice dictation, gunshot detection systems, training simulators, push to talk cellular radios, and others exist on the market. The Police Department has prioritized its technological needs with items that would be operationally assistive, including CellHawk software for cell phone analytics and mapping, Idemia Morphodent 2.0 which would give them access to federal fingerprint records to assist with identifying people, and GPS technology to track officers via their beat radios.

The City of Whitewater Police Department



September 12, 2024

Page | 70

Technology represents a significant investment for communities, and the Police Department has a responsibility to ensure these investments make sense in its environment by applying the following tests:

- Is there a recurring operational issue or call type that technology can assist with, i.e. is the scope of the issue large enough and frequent enough that this investment makes sense for our police agency?
- How will the information from this technology integrate with other systems, particularly the records management system?
- Does the vendor provide ongoing support and training for IT Staff and users?
- What quantifiable gains in productivity and time would be realized by using this technology?
- When the technology frees up significant officer time, what productive use will be made of that time?
- In some cases, technologies such as automated license plate readers can generate more proactive activity for officers and dramatically increase production (citations for example in the case of license plate readers. Does our agency have the capacity in our support services (records, courts, detective office) to manage the additional workload that will result from implementing the new technology on the frontline?

Technologies that meet these tests are useful and sensible investments that tangibly increase community safety and have widespread operational impact for the agency.

Fleet

The Fleet Department is equipped with a suitably sized fleet with appropriately outfitted marked vehicles. Officers interviewed were satisfied with the current situation. Some of the retired marked vehicles are pressed into service as detective vehicles. While not ideal, this is a common practice in many Police agencies and the members seemed accepting of the current situation.

In terms of adding additional fleet vehicles, the Department has prioritized getting two command staff squad cars with lights/siren installed. These would be used by command staff when they are on call on weekends for major incidents and would enhance efficiency and operational readiness.

Like many of the support service areas for the Police Department, fleet maintenance is a team effort. The vehicle maintenance budget is prepared and overseen by the Detective Lieutenant who, in addition to his other responsibilities, also installs the mobile data terminals and emergency lights and

The City of Whitewater Police Department



September 12, 2024

Page | 71

weapons racks into the vehicles. The Detective Lieutenant and others will also sporadically perform minor maintenance on the vehicles rather than send it through the City maintenance system. A sole City employee is responsible for routine preventative maintenance and repairs on the cruisers as well as other City vehicles. One of the common themes arising during the interviews was a general dissatisfaction with the current arrangement. Many members felt that Police repairs and maintenance, especially routine maintenance such as oil changes, were not prioritized by the current system and the city mechanic, often resulting in vehicles needlessly taken out of service for days for relatively minor repairs and upkeep.

Due to the nature of their work, police vehicles experience more wear and tear than personal or commercial vehicles. Operated sometimes at high speeds with abrupt cornering and braking, and in all

road and weather conditions, mechanical breakdowns and damage are weekly occurrences in most departments.

Recommendation

Prioritizing routine maintenance on operational vehicles, and expedite the process by adding another mechanic position or outsourcing routine maintenance to a qualified vendor

It is critical that vehicle maintenance happen on schedule and those vehicles taken out of service for maintenance and repair are returned to service in a timely fashion. The work of the Police officers to assist with the maintenance and equipping is laudable but hardly ideal, and is only

possible because of some of the skill sets of particular officers. The City should consider adding staff to conduct maintenance on the Police vehicles or consider outsourcing some of the maintenance to an appropriate vendor.



LEADERSHIP AND STRATEGIC DIRECTION

Organizational Design

The Whitewater Police Department is comprised of 24 officers and 10 full time civilian staff with one part time civilian as well as 2 Community Service Officers. The Chief is supported by 2 Captains and a civilian Support Services Manager. The Administrative Captain oversees the Detective Squad and the Community Service Officers. A Patrol Captain oversees all of the frontline officers and supervisors, and the Support Service Manager is responsible for the Communications Unit and clerical/records staff. The Detective Office is overseen by a Lieutenant who supervises 2 Detectives and 1 School Resource Officer.

Patrol is divided into 4 Shifts: 1st Shift, 2nd Shift, Power Shift, and 3rd Shift each overseen by a working Lieutenant who works the same shift as his squad. The International City/County Management Association Center for Public Safety Management published a benchmark study of effective Police deployment, and based on its review of 62 Police agencies, found that effective agencies had at least 60% of their sworn staff dedicated to frontline patrol. Including the Lieutenants on patrol who are working supervisors, Whitewater has 17 of its 24 officers deployed on patrol, representing approximately 71% of its sworn complement.

There are 6 dispatchers in the unit who work various flexible shifts to provide 24/7 coverage. A Communications Coordinator oversees the unit. There are 2 Records Specialists and a part time Records Technician.

The organizational chart appears to be quite balanced and the Lieutenants all have a sensible span of control. The senior leadership team of the Chief, Support Services Manager, and 2 Captains enjoys strong support from its subordinates. The Lieutenants are capable and support the Department goals



and priorities by leading their teams in proactive projects, providing hands on supervision and support, and good communication throughout the chain of command.



One theme that arose in some of the interviews was the issue of attracting good candidates to the 3rd Shift Lieutenant position. In Whitewater, the Police officers work the same shift all year round unless there is overtime or a switch made due to shift shortages. There is no rotation through different shifts, rather only through different days of the week,

and the Lieutenants work with their respective shifts. Essentially, 1st shift which is the 7:00 AM to 3:00 PM is the most popular and members with more seniority tend to gravitate to that shift. Third shift, which is the 11:00 PM to 7:00 AM or “graveyard” shift, is generally the least popular, and new Lieutenants are often assigned to 3rd shift. There is a feeling that this shift is a deterrent that keeps qualified senior officers from applying for a supervisory position. There are many advantages to having working Lieutenants temporally embedded within their shifts for coaching, mentoring, effective performance appraisal, and consistency, and it is certainly in agreement with best practices. However, this belief that the shift itself deters qualified applicants is something the command team should be aware of and address during the promotional process.

Organizational Culture

As a first step, it is important to discern between the notions of organizational culture and organizational climate. Organizational climate is the situation that results from the conditions set by the leadership of the organization and the accompanying policies and procedures, combined with the subjective interpretation and response of the members of the organization to these conditions.

Organizational culture is more about the underlying value system beliefs and assumptions held by members of the agency. Organizational culture is created by the norms of the group itself, and the organizational culture of those at the frontline worker level may differ substantially from those of mid and upper management. Organizational culture also arises as a reaction to the organizational climate and ambiguities or contradictions that are perceived to exist.



The City of Whitewater Police Department

September 12, 2024

Page | 74

While there may be some common elements, there is also ample evidence that organizational culture can vary significantly from Police Department to Police Department. The Police organizational culture (manifested as the thin blue line) has been used to at least partially explain resistance to change and reform, and there are certainly organizational cultures that perpetuate antiquated processes, outdated attitudes, and are suspicious of any change. However, a healthy organizational culture that believes deeply in the mission and value of the organization, that understands how its role contributes to the overall mission, existing in concert with an organizational climate that exists to support members in making decisions, and acting in ways that support the goals, can be a powerful tool to promote needed reforms. In this way, organizational culture can be seen as a Department's biggest strength or most significant obstacle. When the subcultural values are in harmony with the organization's values,

members are less likely to tolerate deviations of behavior that do not support Service priorities.



The Whitewater Police Department has an extraordinarily strong organizational culture. The members believe strongly in the Chief of Police and the command team. They feel that they are approachable, and listen and act on members concerns. There is a strong feeling of teamwork among all of the employees both sworn and civilian. Members are satisfied with the working conditions and

equipment and believe that even if they get something good versus optimal (e.g. model of Connected Energy Weapon), the Chief and his team are doing the best they can within the fiscal restraints of the budget. There seems to be ample training opportunities despite staffing challenges on the frontline. Frontline members are satisfied with the work schedule and there was some mild resistance to any change in schedule expressed by a minority of the members. Many of those interviewed intimated a satisfaction with the work environment and a sense of belonging. Officers interviewed felt satisfied with the work environment and that the Department did very well in the circumstances to maximize opportunities for specialty assignments for the officers. When members do leave the Department, the most frequent motivations behind it are moving closer to home, going somewhere less busy, or going to

The City of Whitewater Police Department



September 12, 2024

Page | 75

a bigger Department to have more specialty opportunities. The two factors that threaten the impressive harmony of the frontline are overall workload and frustration over the frequent switching of shifts and compelled overtime to fill frontline shift shortages. While there is a considerable confidence in the command staff and the organization, it is believed that these factors could be trigger points that disrupt the high degree of organizational collaboration and attachment we are seeing.

Future Challenges and Opportunities

The Whitewater Police Department has a long and distinguished history that dates back over 150 years. Over that time, they have continued to evolve and adapt to technological innovation, a growing populace, changes to legislation, shifting crime patterns and new ways of policing. From the perspective of staffing, the Police Department has remained largely stagnant. The year 1970 saw the Department attain an authorized strength of 20 officers. Only four officers were added in the 38 years between then and 2008, and there has been no additional staffing added in the last 16 years. The officers of the Department exhibit high morale and identify strongly with the goals and priorities of the Department. In an era of increased specialization in larger Police Departments, these officers willingly take on additional responsibilities to help the Department grow in capacity and efficiency. The organization enjoys good lines of communication throughout the chain of command, and a strong leadership team that is respected by its subordinates.

The Department staffing minimums have also changed over time. The Department meets those minimums through a combination of shift switches and overtime (both voluntary and compelled). There is an established procedure and decision hierarchy to determine which officer is selected to switch shifts. It became clear during the interviews that the shift changes and compelled overtime have become a growing point of concern and frustration for the frontline members. This, coupled with the gradually increasing workload, has become a long simmering issue. The opportunity to conduct this operational and workload study and right-size the frontline in light of these difficulties comes at an opportune time.

One of the factors exacerbating the workload has been the influx of migrants arriving primarily from Nicaragua and Venezuela, with an estimated 1,000 immigrants arriving since early 2022. The migrants

The City of Whitewater Police Department



September 12, 2024

Page | 76

are attracted by the prospect of work on the farms that surround the city. The substantial influx of migrants has strained many city resources as they struggle to provide services including housing. The main issues stemming from the migrant population are threefold. The first is language. There are few Spanish speaking officers in the Police Department. They have relied heavily on expensive software to assist. Additional expenses to access Propio language services for frontline officers average over \$500 a month. There were frequent accounts during the interviews of officers where they related that the communication issues caused even the simplest of calls for service to take twice as long.

The second barrier is the cultural differences. The migrants do not have a full grasp of the laws. Many issues such as domestic abuse and driving a vehicle unlicensed are common events that officers have encountered. There are plenty of examples of calls where the lack of understanding of why the actions was illegal, combined with the language barrier has caused protracted and recurring issues. The other issue associated with their native culture is an inherent distrust of the Police. Most of the migrant population has arrived from Venezuela or Nicaragua, and generally speaking, their perceptions of the Police and the policing role that are native in their countries dictate how they perceive and interact with the Police in Whitewater. This makes gaining cooperation from witnesses and victims, or even identifying individuals in a call, especially problematic.

The Venezuelan Police are widely believed to be corrupt, abusive, and having ties to career criminals in the community. Community members are unlikely to approach the Police knowing that the interaction would lead to extortion or harassment, and if approached by Police they would likely be evasive and defensive. Venezuela has replaced much of the regional Police with the National Bolivarian Police which is an arm of the military and has been described as heavily armed but largely untrained.

Nicaragua, for many years, had an authentic community-oriented policing approach that emphasized dialogue with the community and problem solving, and many academics pointed to this model as the reason their violent crime rate was low compared to neighboring countries. This model took an abrupt turn in April 2018 when Police took an active role repressing political protesters and dissidents, and is now perceived as an arm of a corrupt and repressive government. In the case of Venezuela, most citizens have never had confidence or trust in the Police; in Nicaragua that trust, and confidence was betrayed. These perceptions, along with the constant political turmoil, unrest, and corruption in their home countries, set the context for how these migrants initially view the Police in their adopted country.

The third issue is poverty. There is a well-established correlation between poverty and crime. In Whitewater, the experience of officers is that many migrants make use of communal cars with no clearly identified owner in many cases. They often live in family and nonfamily situations in shelters



poorly equipped to handle the Wisconsin winter. These overcrowded habitations have led to various crimes including assaults, weapons offenses, and horrifically, sexual assaults on children.

The repeated examples of complex, convoluted, and time-consuming calls involving the migrant population lent themselves the strongest theme arising from of the interviews with Police staff. A combination of the recent changes, the fact that the Department does not specifically identify calls associated with the migrant population, and that interactions with migrants are spread over a wide range of call types, the demographic change has yet to show itself dramatically in the quantitative data. The qualitative evidence, however, as related by these anecdotes, undoubtedly exacerbates some of the workload issues that originated with the dramatic 2016 increase in calls for service. The Department has coped for several years through flexibility and ingenuity, but the combined toll of all the described aspects of the workload is escalating to the point where it will soon threaten the cohesion and harmony the Department currently enjoys.

Prioritization of Recommendations

The decision regarding which recommendations to adopt, in what order, and over what period of time is clearly that of the City of Whitewater and Whitewater Police Department’s leadership. The table below summarizes the recommendations, and indicates which are immediate versus longer term priorities in the opinion of the Fitch team based on collective experience and knowledge of best practices. The recommendations are broken down into 4 categories: sworn personnel, civilian personnel, capital expenditure, and process.

Category	Recommendation	Urgency/Timeline
Sworn Personnel Recommendations	Increase the frontline staffing by adding 4 officers to attain 17 <ul style="list-style-type: none"> • 1st Shift +1 • 2nd Shift +2 • 3rd Shift +1 	1-2 years

The City of Whitewater Police Department



September 12, 2024

Page | 78

	Addition of an additional School Resource Officer to allow for more proactive activities, better manage the current workload, and expand its presence into the elementary and middle schools	Within 1 year
	Addition of an additional officer to 1 st and 3 rd shift to bring the frontline staffing to 19 officers	3-4 years
	Increase the staffing of the Detective Office by adding one Detective position	2-3 years
Civilian Personnel Recommendations	Strengthen Dispatch technology to avoid shut downs, and consider hiring additional resources or partnering with other agencies for shared back-up/relief	Within 1-2 years
	Expand current part time records technician position to a full time role	Within 1 year
	Prioritization of routine maintenance on Police operational vehicles and expedite the process by adding another mechanic	Within 2-3 years

The City of Whitewater Police Department



September 12, 2024

Page | 79

	position or outsourcing routine maintenance to a qualified vendor	
Capital Expenditure Recommendations	Review current long term storage facility and provide an alternative that allows for secure storage and an ability to demonstrate continuity and chain of custody for all property items	Within 1-2 years
Process Change Recommendations	Develop detailed job descriptions for Records staff to reflect current duties	Within 1 year
	Review fee schedule for license plate renewal, records requests, and licensing fees to identify opportunities for cost recovery	2-3 years
	Develop a process for the selection and field testing of new equipment that includes the opportunity for user input and evaluation	3-4 years
Operational Recommendations	No longer count Lieutenants/Acting Supervisors as part of minimum personnel levels	1-2 Years
	Deploy high visibility patrols focused on the downtown area	2-3 Years



	Integrate the prioritization of calls within the dispatch system at the earliest opportunity, ideally when upgrading or replacing the CAD system	2-3 Years
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A Final Word

The City of Whitewater Police Department is, in many ways, in an enviable position. It is a resourceful, modern, and accredited agency. The Police Department has a committed sworn and civilian work force with strong ties to the organization. The staff is professional and has consistently shown a willingness to take on extra responsibilities and be flexible with work hours and duties in order to meet organizational goals and manage evolving workload demands. The frontline, specialty, and support workforce have also shown the ability to be adaptable as the nature of their community and the complexity of their work changes with time and technology.

The work teams have an impressive capacity to step up and meet challenges in the work environment, are resourceful and innovative, and strive to provide both an effective call response capacity, while still prioritizing proactive activity and community problem solving. The leadership team is respected by its subordinates and the agency’s culture is defined by service, respect, and harmony with excellent communication at all levels of the hierarchy.

In many ways, the staffing model for the organization has mirrored its adaptability and flexibility, utilizing shift switches and adjustments to keep sufficient staff members on the frontline 24 hours a day. Recent demographic changes in the City have further strained resources and capacity, and has added new complexities and challenges to the workload. The Police Department staffing has not changed since 2008 despite a steep increase of approximately 50% in reactive calls for service that occurred in 2016 and 2017, and has persisted at that level ever since. The lack of staffing increase in 2017 to meet the escalated demand has been a long simmering issue that has been exacerbated by the

The City of Whitewater Police Department



September 12, 2024

Page | 81

growing complexity of calls and scrutiny of Police investigations nationally, as well as changing demographic circumstances and new challenges locally.

It is also worthy to note that the last Department strategic plan was issued for the five year period ending in 2020. Undertaking the strategic planning process is critical for the alignment of Police service goals with evolving community needs, enhanced resource allocation efficiency, and promotion of proactive response to emerging law enforcement challenges. Further, ensuring there is representation from residents and other key stakeholders will initiate trust in the planning process and strengthen ties with the community.

Addressing common themes in the City of Whitewater requires a comprehensive approach. Increasing staffing levels is essential to meet growing demands and maintain effective service delivery. Concerns surrounding the increased migration of Hispanics underscore the need for cultural competence and community engagement within law enforcement practices. Addressing workload challenges is crucial for officer well-being and operational efficiency in the City of Whitewater. Bridging the gap between policing and the community through transparency, collaboration, and proactive communication will foster trust and enhance public safety outcomes in Whitewater.

Finally, the staffing and operational recommendations contained in this report will position the Department to meet the demands ahead. Efficiently balancing emergency response reactive calls along with proactive problem-solving opportunities, the Whitewater Police Department will continue to serve the residents of its fine City with diligence and distinction.

MEMORANDUM

To: Common Council

From: John Weidl, City Manager

Date: 10/08/24

Re: City of Whitewater's 2-Year Accomplishments

City Clerk's Office:

- **Modernized Agenda and Meeting Management:** The City implemented MuniCode for agendas and meeting packets, replacing the archaic process of merging PDFs. This has streamlined the workflow, made documents more accessible, and improved transparency for the public.
- **Introduction of Badger Books:** Paper poll books were replaced with electronic Badger Books, enabling voters to register and check in at any station regardless of ward. This modernization has reduced voter wait times and simplified the election process.
- **Centralized Absentee Ballot Processing:** We established a central count location to ensure the integrity of absentee ballot processing. Previously, absentee ballots were transported from the Municipal Building to various polling places. Now, the process is handled in a centralized, calm environment, improving accuracy and efficiency.
- **Campus Polling Location Consolidation:** All elections from September through May are now held on the UW-Whitewater campus for Wards 8, 9, 10, and 13, eliminating confusion and ensuring consistent voting locations for students and residents.
- **Joint Meetings on Campus:** The City and UW-Whitewater now hold joint Common Council meetings on campus twice a year, enhancing collaboration and accessibility.
- **Digital Bulletin Board:** Installed an 85-inch electronic bulletin board in the Municipal Building entryway, allowing the City to disseminate information more quickly and effectively in both English and Spanish.

Public Works Department:

- **Vanderlip Pumping Station Project:** This \$4.58 million initiative replaces two wastewater pumping stations with one and relays significant sections of the force main and sanitary sewer main. After rejecting high initial bids, the City secured a Clean Water Fund Loan and received \$2.1 million in Principal Forgiveness, reducing the utility's financial burden. The project commenced in February 2024 and is scheduled for completion in June 2025.

- **State Municipal Agreements for Road Repaving:** Secured agreements for repaving 1.58 miles of Walworth Avenue and 0.41 miles of Innovation Drive. The state covers 80% of the \$2.5 million cost, with the City contributing around \$693,742. Construction is scheduled for 2025.
- **2024 Bi-Annual Street Reconstruction:** This \$3.18 million project includes repaving 1.2 miles of city streets, relaying 2,765 feet of sanitary sewer main, and replacing 2,940 feet of water main. It also resolved long-standing issues by eliminating a sanitary manhole and water main under Treyton's Field of Dreams.
- **Lead Water Service Line Replacement:** In response to EPA mandates, the City identified 327 lead water service laterals needing replacement, roughly half on the public side and half on the private side. The City applied for a Safe Drinking Water Fund Loan and is eligible for up to 100% Principal Forgiveness for private side replacements, ensuring no cost to property owners. Construction is planned for 2025.

Economic Development & Neighborhood Services:

- **Residential Development Boom:** Since John became City Manager, the City has seen significant residential growth with the completion of Meadowview development, the final phase of Park Crest Subdivision, and multifamily development on Jakes Way, adding up to \$50 million in residential investment. This includes 51 single-family homes and 128 new apartments, advancing the strategic goal of building 100 homes in 5 years.
- **Commercial Expansion:** The City welcomed several new businesses, including Aldi, Starbucks, and Dollar Tree. The opening of Aldi marked the return of a true grocery store to Whitewater after the Sentry closure in 2019, fulfilling a critical community need.
- **Business Retention and Expansion (BRE) Visits:** Conducted 28 BRE visits in 2024, exceeding the strategic goal of 25 visits. These visits help the City understand the needs of the business community and foster stronger relationships with local businesses.
- **Whitewater WindUp Competition:** Partnered with UW-Whitewater's Enactus to host the Whitewater WindUp business plan competition. With 25 participants, the event culminated in two local businesses—Barista Cat Café and Stellar Vintage—winning one year of free rent and additional funding for improvements.
- **Increased Community Engagement:** Hosted more outreach events than ever before, starting with the Housing Roundtable, attended by over 60 people. Upcoming events include a Home Buying 101 workshop and a Developer Meet and Greet aimed at fostering dialogue and development.
- **First Food Truck Fest:** This event, which featured 12 vendors offering diverse food options, attracted an estimated 3,000 attendees downtown. It was a huge success, and the City plans to host more events to draw attention to the downtown area.

- **Enhanced Code Enforcement:** In response to Common Council direction, the City has increased code enforcement efforts, issuing multiple violations and municipal citations to ensure compliance and improve community standards.
- **Revived Public Art Committee:** Reestablished the committee, which had been inactive since 2019, to promote public art projects like murals and painting traffic boxes, enhancing the City's visual appeal.
- **Updated Permit Fees and Online Access:** Conducted a comprehensive review of permit fees, aligning them with neighboring communities like Elkhorn, Fort Atkinson, and Delavan. The updated fees, approved by the Common Council, now better reflect the cost of staff time. Additionally, all permits are now available online, simplifying the application process for residents and developers.

Fire Department:

- **Successful Fire & EMS Referendum:** Educated the community and surrounding townships on the need for full-time Fire & EMS services, leading to the successful passing of a \$1.1 million staffing referendum. This enabled the hiring of 15 full-time positions, significantly improving response times and service quality.
- **Improved Turnout Times:** Full-time staffing has reduced average turnout times from over 5 minutes to just 1:30 from the time of page to out the door, with a 90th percentile time of 2:55, greatly enhancing emergency response capabilities.
- **Enhanced Training Program:** Logged over 2,000 hours of fire training since January 1, 2023, improving service delivery and preparedness.
- **Transition to Digital Records Management:** Implemented a digital record management system, replacing the outdated pen-and-paper method. This system streamlines documentation for emergency calls, training, public outreach, and personnel management and enhances compliance with state audits.

Irvin L. Young Memorial Library:

- **Exceeded Capital Campaign Goal:** Surpassed the \$2.25 million fundraising goal for the library expansion project, raising over \$2.3 million, which, combined with library reserves, will cover half of the \$6 million project cost. Construction began in September 2024, with completion expected by October 2025.
- **Revamped Summer Reading Program:** Introduced a two-pronged approach with the highest participation since 2016, with 251 youth participants, 123 adults, and over 10,000 items checked out. The program included weekly Brag Tags, a prize wheel, and Book Bingo, engaging the community despite construction-related interruptions.

- **RFID Tagging Project:** Completed RFID tagging of over 50,000 library materials, funded by a Bridges Library System grant. This project streamlines item check-in/out processes and makes inventory management more efficient.
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- **Mental Wellness Program:** Launched a mental wellness program requiring annual check-ins with a licensed psychologist specializing in law enforcement, supporting staff mental health and well-being amid recent traumatic incidents.

To: Whitewater Community
From: John Weidl, City Manager
Date: 9/24/2024
Re: Reflecting on Two Years of Progress in Whitewater

Introduction

Over the past two years, the City of Whitewater has remained steadfast in its commitment to fulfilling its mission statement: to provide efficient, high-quality services that support living, learning, working, and playing in an exceptional community. Our vision emphasizes the importance of maintaining a safe, dynamic environment while embracing the cultural and educational opportunities presented by our thriving university and increasingly diverse population. This vision has guided every initiative and project we've undertaken during this period.

Today, I am proud to share our progress, which is structured around four core areas: Economic Development and Infrastructure, Community Services and Environmental Stewardship, Public Safety, and Community Engagement and Employee Support. This summary reflects the collective efforts of all our departments, each contributing to our shared goal of making Whitewater a vibrant community.

Economic Development and Infrastructure

Our focus on economic development and infrastructure has been pivotal in fostering a thriving community and supporting sustainable growth. Since I took office, we have approved over \$50 million in residential growth, a testament to our commitment to building a vibrant and inclusive city. The Meadowview Subdivision and the final phase of the Park Crest Subdivision are already underway, contributing 51 new homes to our community. Additionally, the multifamily development on Jakes Way, which will add 128 apartments, is set to begin construction later this year, aligning with our strategic goal of building 100 homes in 5 years.

On the commercial front, we have welcomed businesses like ALDI and Starbucks and several new additions to downtown. The arrival of ALDI is particularly noteworthy, as it fills a vital need for a full-service grocery store in our community—a service that had been missing since the closure of Sentry in 2015. These new businesses are not only enhancing our local economy but also providing residents with more choices and convenience.

We have also been proactive in supporting our existing businesses. The Office of Economic Development has conducted 28 Business Recruitment and Expansion (BRE) visits in 2024 alone. These visits are crucial for understanding the needs of our business community and ensuring that we provide the support necessary for their success.



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Whitewater, WI 53190

Infrastructure improvements have been another cornerstone of our efforts. The \$4.58 million Vanderlip Pumping Station project, supported by \$2.1 million in Principal Forgiveness from a Clean Water Fund Loan, is a major investment in our wastewater system. We've also undertaken significant street reconstruction projects, such as the repaving of Walworth Avenue and Innovation Drive, with 80% of the costs covered by the state. These projects and our ongoing efforts to replace lead water service laterals demonstrate our commitment to building a robust infrastructure that can support future growth and development.

Community Services and Environmental Stewardship

The City Clerk's Office has made tremendous progress in modernizing and streamlining our processes to better serve the community. One of the most impactful changes has been the implementation of MuniCode for agendas and meeting packets, which has replaced the outdated process of merging PDFs. This change has improved accessibility and transparency, making it easier for residents to stay informed about city business. In addition, we have introduced Badger Books, electronic poll books that allow voters to register and check in at any station within their designated location, regardless of ward. This advancement has significantly improved our election processes' efficiency and enhanced our community members' voting experience.

We have also established a Central Count location to process absentee ballots, which has centralized the procedure, ensuring greater accuracy and reducing the burden on polling places during elections. This centralized process allows for more careful attention to detail, further safeguarding the integrity of our elections. These efforts, combined with our continuous collaboration with the University of Wisconsin-Whitewater to host joint City and University Common Council meetings twice a year, have strengthened our engagement with the community and reinforced our commitment to providing transparent, accessible services to all residents.

Further, our dedication to community services is reflected in the improvements made at the Whitewater Aquatic and Fitness Center (WAFC) and the Irvin L. Young Memorial Library. After years of operating without a long-term contract, we successfully negotiated a 6-year agreement with the school district for WAFC, ensuring shared responsibility for operational and capital expenses. In two years, the WAFC has experienced a 33% increase in memberships, from 1,596 in 2022 to 2,126 in 2024. We've also enhanced the facility with renovations to the locker rooms and bathroom floors, as well as upgrades to fitness equipment, making WAFC a hub for community wellness and recreation.

The Irvin L. Young Memorial Library is similarly experiencing transformative growth. Surpassing its capital campaign goal, the library raised over \$2.3 million, enabling a significant expansion project that began in September 2024 and is expected to be completed by October 2025. The library's commitment to enriching the community is evident in its innovative programming and receipt of multiple grants, such as those for RFID tagging of library items and STEM learning initiatives like NASA @ My Library.

Environmental stewardship has been at the forefront of our community efforts, particularly concerning the health and accessibility of Trippe and Cravath Lakes. Over the past two years, we

have conducted extensive cattail removal, enhancing the usability and aesthetics of these lakes. The formation of the Lakes Advisory Committee and collaboration with the Southeastern Wisconsin Regional Planning Commission (SEWRPC) to develop a comprehensive lake management plan are pivotal steps toward preserving these natural resources for future generations. Additionally, our investment in the Whitewater Effigy Mounds Preserve has improved access and initiated a maintenance program to protect this culturally significant site.

Public Safety

Our commitment to public safety has been exemplified by significant advancements in both the Fire Department and the Police Department. In November 2022, we embarked on a comprehensive campaign to transition Fire and EMS services to a full-time model, culminating in the successful passage of a \$1.1 million staffing referendum. This enabled us to hire 15 full-time positions, including 12 operational staff, a Fire Inspector, an Assistant Fire/EMS Chief, and a Fire/EMS Chief. One of the most impactful developments was achieving paramedic-level certification, elevating our department's ability to deliver advanced life-saving care in emergencies. This certification allows our team to administer critical pre-hospital treatments, significantly improving patient outcomes during medical emergencies.

These enhancements have drastically reduced response times—from over 5 minutes to an average of 1 minute and 30 seconds—and greatly improved our capacity to provide essential services to Whitewater and the surrounding townships. Our paramedic-level services and the department's expanded full-time staff have ensured that our community receives the highest standard of emergency medical care available.

Our Fire Department has also strengthened its training program, logging over 2,000 hours of fire and EMS training since January 2023. This rigorous training has elevated the skills and readiness of our personnel, ensuring that we are well-prepared to meet the evolving needs of our community. The department's transition to a digital record management system has further streamlined operations, enabling more efficient tracking of emergency calls, training, and public outreach. With these advancements, the Whitewater Fire Department stands as a model of excellence and commitment, providing unparalleled service and care to our community.

The Whitewater Police Department (WPD) has been equally proactive in enhancing public safety. The establishment of the WPD Drone Team and the Search Warrant Response Team (SRT) has significantly improved our capabilities in investigations and high-risk operations. The installation of 12 automated license plate reader cameras throughout the city has been a game-changer, aiding in the apprehension of multiple suspects, including an MS-13 gang member on the terrorist watchlist. These technological advancements have made Whitewater safer to live, work, and pursue academics.

Recognizing the unique challenges our law enforcement personnel face, WPD has introduced a department-wide mental wellness program. This initiative provides annual wellness check-ins with a licensed psychologist and anonymous follow-up appointments, offering crucial support to



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staff who have experienced traumatic incidents. This program underscores our commitment to the well-being of our officers, ensuring they are equipped to serve the community effectively.

Community Engagement and Employee Support

The City of Whitewater is dedicated to fostering strong relationships with key organizations to better serve our community. A prime example of this commitment is our ongoing collaboration with the University of Wisconsin-Whitewater and the Whitewater Unified School District (WUSD). While we continue to research and discuss pedestrian safety improvements around school crossings and along Starin Road, our efforts are part of a broader, continuous dialogue aimed at ensuring the safety and well-being of our students and residents across the community. These discussions are supported by quarterly meetings between the University, the City, and WUSD to address various community issues and opportunities for collaboration.

Another significant partnership is our renewed collaboration with the University on the Whitewater University Innovation Center. This initiative strengthens our shared goal of fostering community innovation, entrepreneurship, and economic development. The center serves as a hub for start-ups and small businesses, providing essential resources and support to help them grow and thrive in Whitewater.

In addition to safety and economic development, we are deeply involved in supporting the Whitewater English as a Second Language (ESL) program, which recently celebrated its 25th anniversary. This program plays a crucial role in our community by providing essential language education to our multi-language learners. Furthermore, we actively support the Community Space, an organization that distributes over a quarter million pounds of food and essential items annually to those in need, regardless of residency or status. This partnership is a testament to our commitment to inclusivity and supporting all members of our community.

The City is also represented at various community events, such as International Children's Day, Whitewater Pride, and the 4th of July Parade, ensuring that we are engaged and visible in celebrating Whitewater's diverse and vibrant culture. These partnerships and our involvement in community events demonstrate our ongoing commitment to building a stronger, more connected, and more supportive community for everyone.

Our commitment to a supportive and engaging work environment is evident through our recent updates and initiatives in Human Resources. The City updated its Employee Handbook for the first time in 13 years, incorporating feedback from employees and ensuring that our policies are up-to-date, equitable, and reflective of best practices. This comprehensive update, approved by the Common Council, provides clarity and consistency, enhancing the overall work environment for all staff.

In addition to policy updates, we have implemented several new employee recognition and appreciation programs. These initiatives, such as personalized awards for years of service, employee appreciation events, and the introduction of an "Employee of the Year" award, have significantly boosted morale and strengthened our organizational culture. Employee satisfaction



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surveys indicate that 93% of our staff are happy working for the city, and 76% would recommend the City as an employer, showcasing the success of our efforts to foster a positive and supportive workplace.

These initiatives demonstrate our commitment to meeting the needs of our residents and investing in our most valuable asset—our employees. By creating a workplace where staff feel valued and supported, we ensure that our team is well-equipped to provide the high-quality services our community expects and deserves.

Conclusion

As we reflect on the significant progress we've made over the past two years, it is clear that our commitment has positioned Whitewater as a resilient and growing community. We have strengthened our economic foundations, enhanced community services, promoted environmental stewardship, advanced public safety, and continued our partnerships. These accomplishments are not just milestones but building blocks for the future.

We will continue to uphold our mission and vision as we look ahead, ensuring that Whitewater remains an exceptional place to live, learn, work, and play. Our focus will remain on fostering growth, maintaining a high quality of life, and embracing the diverse opportunities within our community. I am confident that, with your continued support and engagement, we will continue to build a brighter and more prosperous future for all residents of Whitewater.

Thank you for your dedication and partnership in these efforts.

Warmest Regards,

A handwritten signature in black ink that reads "John S. Weidl".

John S. Weidl, City Manager

City of Whitewater's 2-Year Accomplishments

City Clerk's Office:

- **Modernized Agenda and Meeting Management:** The City implemented MuniCode for agendas and meeting packets, replacing the archaic process of merging PDFs. This has streamlined the workflow, made documents more accessible, and improved transparency for the public.
- **Introduction of Badger Books:** Paper poll books were replaced with electronic Badger Books, enabling voters to register and check in at any station regardless of ward. This modernization has reduced voter wait times and simplified the election process.
- **Centralized Absentee Ballot Processing:** We established a central count location to ensure the integrity of absentee ballot processing. Previously, absentee ballots were transported from the Municipal Building to various polling places. Now, the process is handled in a centralized, calm environment, improving accuracy and efficiency.
- **Campus Polling Location Consolidation:** All elections from September through May are now held on the UW-Whitewater campus for Wards 8, 9, 10, and 13, eliminating confusion and ensuring consistent voting locations for students and residents.
- **Joint Meetings on Campus:** The City and UW-Whitewater now hold joint Common Council meetings on campus twice a year, enhancing collaboration and accessibility.
- **Digital Bulletin Board:** Installed an 85-inch electronic bulletin board in the Municipal Building entryway, allowing the City to disseminate information more quickly and effectively in both English and Spanish.

Public Works Department:

- **Vanderlip Pumping Station Project:** This \$4.58 million initiative replaces two wastewater pumping stations with one and relays significant sections of the force main and sanitary sewer main. After rejecting high initial bids, the City secured a Clean Water Fund Loan and received \$2.1 million in Principal Forgiveness, reducing the utility's financial burden. The project commenced in February 2024 and is scheduled for completion in June 2025.
- **State Municipal Agreements for Road Repaving:** Secured agreements for repaving 1.58 miles of Walworth Avenue and 0.41 miles of Innovation Drive. The state covers 80% of the \$2.5 million cost, with the City contributing around \$693,742. Construction is scheduled for 2025.
- **2024 Bi-Annual Street Reconstruction:** This \$3.18 million project includes repaving 1.2 miles of city streets, relaying 2,765 feet of sanitary sewer main, and replacing 2,940 feet of water main. It also resolved long-standing issues by eliminating a sanitary manhole and water main under Treyton's Field of Dreams.
- **Lead Water Service Line Replacement:** In response to EPA mandates, the City identified 327 lead water service laterals needing replacement, roughly half on the public side and half on the private side. The City applied for a Safe Drinking Water Fund Loan and is eligible for up to 100% Principal Forgiveness for private side replacements, ensuring no cost to property owners. Construction is planned for 2025.

Economic Development & Neighborhood Services:

- **Residential Development Boom:** Since John became City Manager, the City has seen significant residential growth with the completion of Meadowview development, the final phase of Park Crest Subdivision, and multifamily development on Jakes Way, adding up to \$50 million in residential investment. This includes 51 single-family homes and 128 new apartments, advancing the strategic goal of building 100 homes in 5 years.
- **Commercial Expansion:** The City welcomed several new businesses, including Aldi, Starbucks, and Dollar Tree. The opening of Aldi marked the return of a true grocery store to Whitewater after the Sentry closure in 2019, fulfilling a critical community need.
- **Business Retention and Expansion (BRE) Visits:** Conducted 28 BRE visits in 2024, exceeding the strategic goal of 25 visits. These visits help the City understand the needs of the business community and foster stronger relationships with local businesses.
- **Whitewater WindUp Competition:** Partnered with UW-Whitewater's Enactus to host the Whitewater WindUp business plan competition. With 25 participants, the event culminated in two local businesses—Barista Cat Café and Stellar Vintage—winning one year of free rent and additional funding for improvements.
- **Increased Community Engagement:** Hosted more outreach events than ever before, starting with the Housing Roundtable, attended by over 60 people. Upcoming events include a Home Buying 101 workshop and a Developer Meet and Greet aimed at fostering dialogue and development.
- **First Food Truck Fest:** This event, which featured 12 vendors offering diverse food options, attracted an estimated 3,000 attendees downtown. It was a huge success, and the City plans to host more events to draw attention to the downtown area.
- **Enhanced Code Enforcement:** In response to Common Council direction, the City has increased code enforcement efforts, issuing multiple violations and municipal citations to ensure compliance and improve community standards.
- **Revived Public Art Committee:** Reestablished the committee, which had been inactive since 2019, to promote public art projects like murals and painting traffic boxes, enhancing the City's visual appeal.
- **Updated Permit Fees and Online Access:** Conducted a comprehensive review of permit fees, aligning them with neighboring communities like Elkhorn, Fort Atkinson, and Delavan. The updated fees, approved by the Common Council, now better reflect the cost of staff time. Additionally, all permits are now available online, simplifying the application process for residents and developers.

Fire Department:

- **Successful Fire & EMS Referendum:** Educated the community and surrounding townships on the need for full-time Fire & EMS services, leading to the successful passing of a \$1.1 million staffing referendum. This enabled the hiring of 15 full-time positions, significantly improving response times and service quality.
- **Improved Turnout Times:** Full-time staffing has reduced average turnout times from over 5 minutes to just 1:30 from the time of page to out the door, with a 90th percentile time of 2:55, greatly enhancing emergency response capabilities.
- **Enhanced Training Program:** Logged over 2,000 hours of fire training since January 1, 2023, improving service delivery and preparedness.

- **Transition to Digital Records Management:** Implemented a digital record management system, replacing the outdated pen-and-paper method. This system streamlines documentation for emergency calls, training, public outreach, and personnel management and enhances compliance with state audits.

Irvin L. Young Memorial Library:

- **Exceeded Capital Campaign Goal:** Surpassed the \$2.25 million fundraising goal for the library expansion project, raising over \$2.3 million, which, combined with library reserves, will cover half of the \$6 million project cost. Construction began in September 2024, with completion expected by October 2025.
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Council Agenda Item

Meeting Date: 10/15/2024

Agenda Item: ATV/UTV Data

Staff Contact (name, email, phone): Dan Meyer
dmeyer@whitewater-wi.gov
262-473-1371

BACKGROUND

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

The attached ATV/UTV data is being provided as requested by Councilmember Hicks on 10/01/2024.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. ATV/UTV Data 2022-2024 YTD

Juris	Date	Call #	Type of Call	Disposition
WW	09/17/2022 13:31	22.009130	Noise Complaint regarding ATVs	No Locate
WW	07/03/2023 16:14	23.006597	Complaint regarding ATVs riding on Street with no helmet	Warning
WW	07/11/2023 10:59	23.006909	Unregistered UTV	Warning
WW	08/02/2023 12:20	23.007672	No UTV registration plate	Warning
WW	09/18/2023 17:53	23.009431	17 yr old male fell off an ATV	Accident Report, Citation
WW	03/15/2024 18:26	24.002802	Multiple ATV Volations	Warning
WW	04/05/2024 17:54	24.003562	Complaint about an ATV giving kids w/o helmets	No Locate
WW	04/06/2024 14:50	24.003603	ATV parked on the wrong side of the road	Warning
WW	06/20/2024 12:03	24.006712	ATV pulling trailer, trailer unhitched and hit tree	Accident Report, Citation
WW	06/28/2024 8:20	24.007003	Noise/Speeding Complaint regarding ATVs	No Locate
WW	09/02/2024 20:05	24.009692	Assited WCSO with ATV complaint	No Locate
WW	09/05/2024 19:22	24.009843	ATV no plates	Warning
WW	09/16/2024 19:04	24.010396	Complaint about ATV driving recklessly on road	No Locate
WW	09/16/2024 19:39	24.010398	ATV stopped with no plate	Warning



Council Agenda Item

Meeting Date:	October 15, 2024
Agenda Item:	Staff Update Elizabeth Street by Middle School
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

The Whitewater School District has reformed their Transportation Committee, of which Councilperson Neil Hicks is a member. The Committee is in the process of gathering information, issues and concerns from all five schools. The first such meeting revolved around Lakeview Elementary School. The second such meeting was just held on Thursday, October 10 where Washington Elementary School was discussed. No decisions to issues/concerns are currently being made at these meetings.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff update only.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. N/A



Council Agenda Item

Meeting Date:	October 15, 2024
Agenda Item:	Staff Update Main Street Mid-Block Ped Crossing
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

The Public Works Committee discussed pedestrians crossing W. Main Street not at designated crosswalks, mainly between Prince Street and Prairie Street, which is the area adjacent to the University campus. To deter pedestrians from crossing mid-block, some sort of deterrent would need to be installed such as a fence or wall. Due to the number of driveways on the south side, anything constructed would have to be on the north side of the street. Any deterrent would need to be placed immediately behind or close to the curb to avoid pedestrians being able to cross and walk on the terrace. This location of a deterrent would impede snowplowing operations with snow not being able to be plowed up onto the terrace. Committee members also pointed out that it would inhibit people from sitting along the north side of the street during parades. It was also mentioned that when someone does cross mid-block, they seem to be more alert to vehicles and crossing when there is ample room, compared to pedestrians who sometimes step out into a marked crosswalk without looking.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Committee members present decided no action was warranted at this time.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. N/A



Council Agenda Item

Meeting Date:	October 15, 2024
Agenda Item:	Staff Update Franklin and Main
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

The Public Works Committee has been reviewing semi-truck turning movements at the southeast quadrant of the Franklin Street/Main Street intersection. In order to provide adequate space for a semi to turn right from Franklin Street onto Main Street, the semi would need to turn from the “left turn only” lane, and additional land would need to be acquired from the adjacent property owner. Strand is in the process of developing a conceptual plan and an opinion of construction cost. Once the Public Works Committee reviews the information and determines a recommended course of action, this item will be brought back to the full council for consideration.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

Unknown at this time.

STAFF RECOMMENDATION

Staff update only.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. N/A



Council Agenda Item

Meeting Date:	October 15, 2024
Agenda Item:	Staff Report-Common Council Meeting at UW-Whitewater
Staff Contact (name, email, phone):	Heather Boehm, hboehm@whitewater-wi.gov , 262-473-0102

BACKGROUND

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

For the first time in several years, the Common Council Meeting on September 17, 2024, took place at the UW-Whitewater’s University Center. The goals were to encourage engagement with students and faculty, strengthen community relations and encourage youth involvement.

Overall, the meeting was a positive experience with some minor issues related to sound and room temperature.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

August 6, 2024: A motion was approved by Council to make the Common Council meeting at the UW-Whitewater campus a twice a year occurrence (2nd meeting in September and 2nd Meeting in February).

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff is seeking Council feedback to guide improvements for future meetings at this location.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. N/A

2025 BUDGET BRIEFING



2025 BUDGET BRIEFING

- 11/21/2023 – ORIGINAL 2024-2025 BIENNIAL BUDGET ADOPTED
- **10/15/2024 – CITY MANAGER DRAFT BUDGET PRESENTATION**
- 10/17/2024 – FINANCE COMMITTEE MEETING (1 OF 3)
- 10/23/2024 – FINANCE COMMITTEE MEETING (2 OF 3)
- 10/30/2024 – FINANCE COMMITTEE MEETING (3 OF 3)
- 11/7/2024 – FORMAL PRESENTATION OF THE BUDGET
- 11/19/2024 – APPROVAL AND ADOPTION OF THE BUDGET

2025 BUDGET BRIEFING



GFOA Budget Award

Award Recognizes Budget as a:

- Policy Document
- Financial Plan
- Operations Guide
- Communication Device

Six-Time Award Recipient:

- 2018 Budget
- 2019 Budget
- 2020 Budget
- 2021 Budget
- 2022-2023 Budget
- 2024-2025 Budget

BUDGET = RESOURCE MANAGEMENT TOOL



Policy

Operations



Performance

Strategy



2024 TAX BILL BREAKDOWN



State of Wisconsin (0%)

Jefferson County (19%)

Whitewater Unified
School District (38%)

Tech College (4%)

City of Whitewater
(39%)



2024 TAX BILL BREAKDOWN



State of Wisconsin (0%)

Walworth County (16%)

Whitewater Unified
School District (39%)

Tech College (4%)

City of Whitewater
(41%)



GUIDING PRINCIPLES:

- DELIVER BALANCED BUDGET
- MAINTAIN A FUND BALANCE OF AT LEAST 20% OF THE GENERAL FUNDS OPERATING EXPENSES
- ALIGNMENT OF BUDGET INITIATIVES WITH OUR STRATEGIC GOALS
- GO DEBT LESS THAN 70% CAPACITY



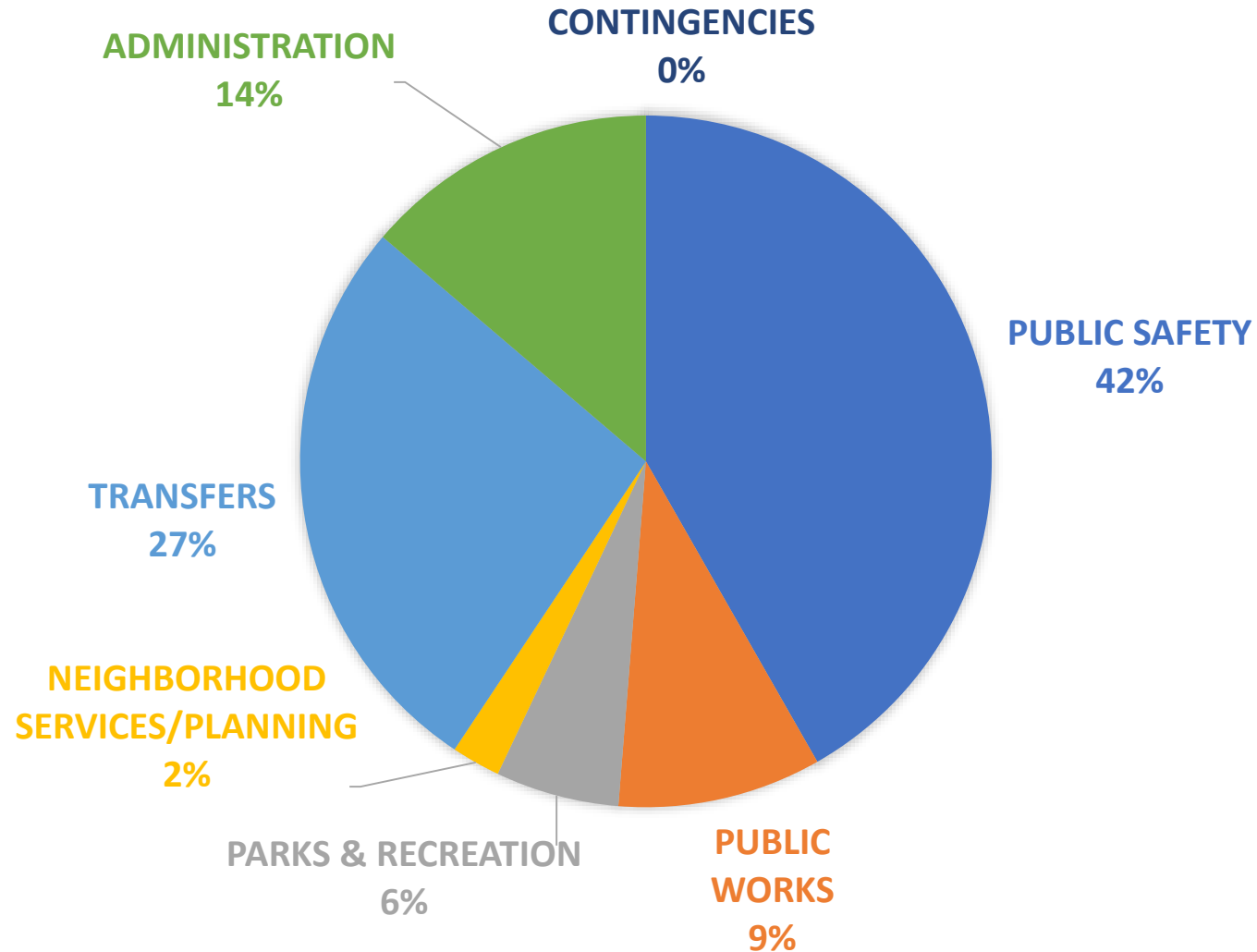
2025 BUDGET BRIEFING

General Fund Budget – Notable Items

- 3% Wage Allowances
- Health Insurance
- Lifestyle Accounts
- Prefunding

2025 BUDGET BRIEFING

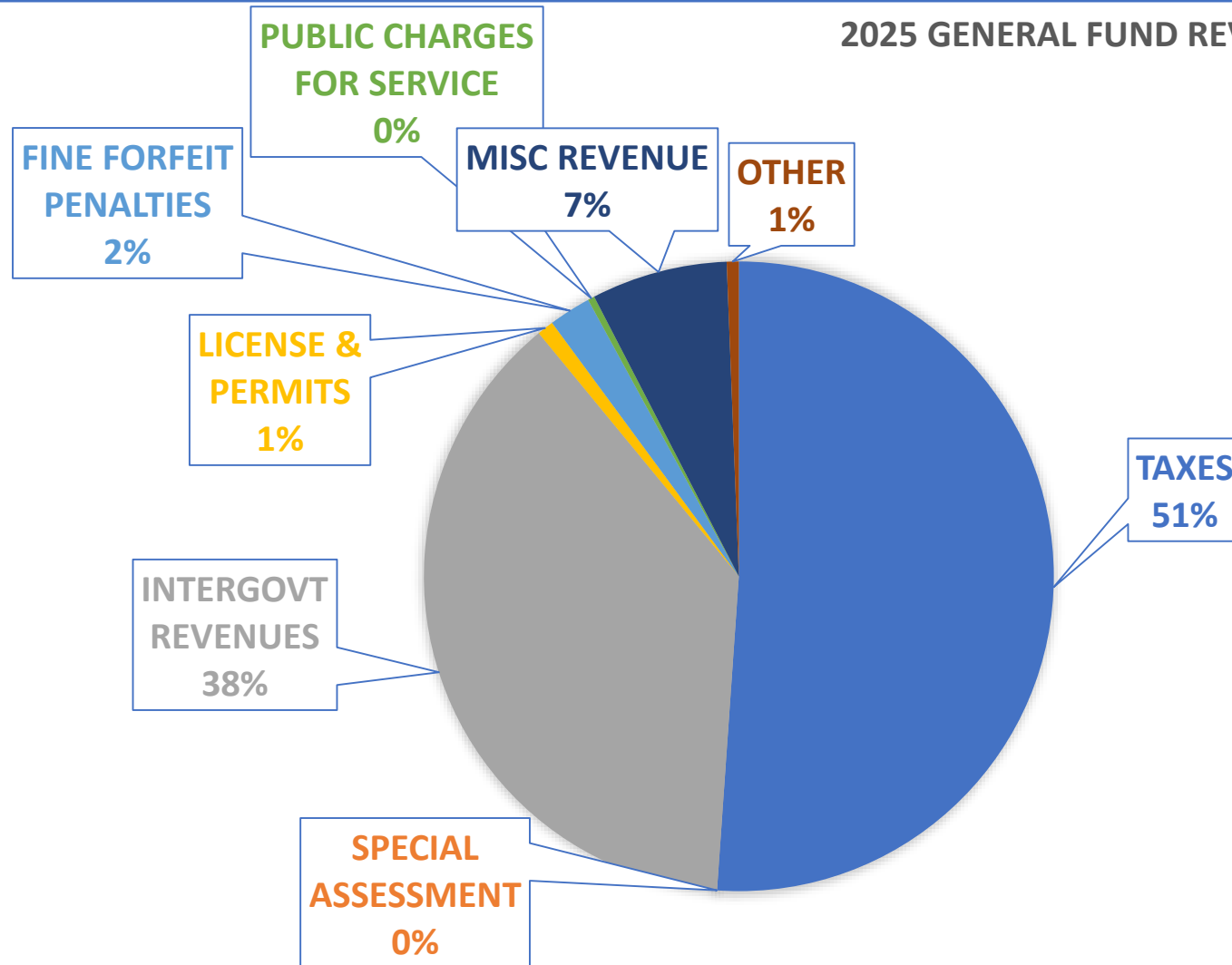
2025 GENERAL FUND EXPENDITURES





2025 BUDGET BRIEFING

2025 GENERAL FUND REVENUES





2025 BUDGET BRIEFING

CITY PROPERTY TAX LEVY (Budget Year)

	2024	2025	YOY Chg
Operations Levy	4,538,657	4,491,942	(46,715)
Debt Service Levy	1,313,705	1,952,572	638,867
	5,852,362	6,444,514	592,152
Assessed Value	914,459,600	961,575,050	47,115,450
Blended Mill Rate	6.40	6.70	



2025 BUDGET BRIEFING

WALWORTH COUNTY	(BUDGET YEAR)		YOY \$CHG	Walworth County	
	ACTUAL 2024	ESTIMATE 2025			
CITY'S MILL RATE	6.76	6.73			
ASSESSED VALUE				ASSESSED VALUES	855,393,850
150,000	1,014	1,010	(4)		
200,000	1,352	1,346	(6)	CITY TAX LEVY	5,757,249
250,000	1,690	1,683	(8)		
300,000	2,028	2,019	(9)	MILL RATE	6.73
350,000	2,366	2,356	(11)		
400,000	2,704	2,692	(12)		
450,000	3,042	3,029	(14)		
500,000	3,380	3,365	(15)		



2025 BUDGET BRIEFING

	(BUDGET YEAR)		
	ACTUAL	ESTIMATE	
	2024	2025	
JEFFERSON COUNTY			
CITY'S MILL RATE	6.70	7.63	
ASSESSED VALUE			YOY \$CHG
150,000	1,005	1,145	140
200,000	1,340	1,526	186
250,000	1,675	1,908	233
300,000	2,010	2,289	279
350,000	2,345	2,671	326
400,000	2,680	3,052	372
450,000	3,015	3,434	419
500,000	3,350	3,815	465

Jefferson County

ASSESSED VALUES	106,181,200
CITY TAX LEVY	810,572
MILL RATE	7.63



2025 BUDGET BRIEFING

WALWORTH COUNTY

	2024	2025	
ASSESSED VALUE	295,600	318,700	7.81%
MILL RATE	6.76	6.73	-0.44%
CITY'S PORTION TAX BILL	1,998.26	2,144.85	7.34%



2025 BUDGET BRIEFING

JEFFERSON COUNTY

	2024	2025	
ASSESSED VALUE	266,800	295,200	10.64%
MILL RATE	6.70	7.63	13.88%
CITY'S PORTION TAX BILL	1,787.56	2,252.38	26.00%



2025 BUDGET BRIEFING

- **Budget Concerns for the Future**
 - Adequate Staffing for Public Safety
 - Lakes Drawdown

QUESTION/ANSWER

RACHELLE BLITCH

RBLITCH@WHITEWATER-WI.GOV

262-473-1380



Council Agenda Item

Meeting Date: October 15, 2024

Agenda Item: Ordinance amending Title 20

Staff Contact (name, email, phone): Allison Schwark, Zoning Administrator

BACKGROUND

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

It was brought to the City’s attention that there may have been a reference to “Chapter 10” throughout our municipal ordinances specifically in Title 19 and Title 20, and that Chapter 10 was not easily accessible to the general public.

The zoning administrator investigated the reference in both Title 19 and Title 20 and found an outdated reference in Title 20.04.040(i) pertaining to landscaping requirements. Chapter 10 does not exist within the ordinance and needs to be amended and updated to reference the correct ordinance section, Chapter 7.22, pertaining to weeds and grass.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommends that the City of Whitewater Common Council:

1. Approve the first reading.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Title 20 Redline
Title 20 Clean

Title 20 PROPERTY MAINTENANCE¹

Chapters:

Chapter 20.04 GENERAL PROVISIONS

Sections:

20.04.010 Intent, purposes.

- (a) Intent. This chapter is adopted to preserve and promote the public health, safety, morals, comfort, convenience, prosperity and general welfare of the people of the city and its environs, including, but not limited to, physical, aesthetic, and monetary values. The establishment and enforcement of minimum standards of habitation and property conservation is necessary to preserve and promote the private and public interest.
- (b) Purpose. The purpose of this chapter is to recognize the private and public benefits resulting from the safe, sanitary and attractive maintenance of residential and non-residential buildings, structures, yards and vacant areas by adopting minimum standards. Attractive and well-maintained property will enhance the neighborhood and the city as a whole by maintaining physical, aesthetic and monetary values. With respect to rental housing, it is necessary to adopt minimum regulations regarding human habitation to protect the health, safety, and general welfare of tenants within the city.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.020 Applicability.

General. The provisions of this chapter shall apply to all properties and buildings within the city and its jurisdiction.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.030 General maintenance required; definition.

- (a) The exterior of all properties and premises including the open space of the property or premises shall be maintained in a clean, safe and sanitary condition, free from accumulation of any combustible or non-combustible materials, debris and refuse.
- (b) "Debris and refuse" shall include but not be limited to: broken concrete, bricks, blocks or other mineral matter; bottles, porcelain and other glass or crockery; boxes; new and used lumber or other wood that is not

¹Ord. No. 2024-O-05, § 1, adopted June 4, 2024, amended Tit. 20 in its entirety to read as herein set out. Former Tit. 20 §§ 20.04.010—20.04.100, pertained to similar subject matter, and derived from Ord. No. 2062, § 1, adopted Sept. 19, 2023; and Ord. No. 2082, § 1, adopted Jan. 16, 2024.

part of a structure or that is not used as firewood and is not stacked or stored in a neat manner on the property; paper, rags, animal waste, cardboard, rubber, plastic, wire, tin and metal materials; discarded household goods or appliances, junk lawn mowers, snow blowers, tires, tire rims or used motor vehicle parts, machine parts, junked boats or junked recreational vehicles; tar paper residue from burning or similar materials which constitute health, fire or safety hazards or any other materials that have a detrimental visual and aesthetic impact upon the neighborhood in which the property is located or the city in general, which tend to cause a blighted condition as defined under state law, or which emit a noxious, foul or offensive odor.

- (c) The provision of this section shall not apply to materials stored or maintained on a property in conjunction with any business, manufacturing or other use which meets applicable city ordinance including but not limited to fire, building and zoning code requirements and restrictions.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.040 Specific maintenance required.

(a) Exterior Walls and Foundations.

- (1) Every foundation and exterior wall shall be reasonably weather tight, rodent proof, insect proof and shall be kept in a good and sound condition and state of repair. The foundation elements shall adequately support the building at all points. Any sagging or bulging shall be properly repaired to a level or plumb position. All chimneys and breeching shall be so constructed and maintained so as to ensure that they safely and properly remove the products of combustion from the building.
- (2) Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
- (3) All cornices, moldings, lintels, sills, oriel windows, and similar projections shall be kept in good repair and free from cracks and defects which make them hazardous or unsightly.

- (b) Paint and Other Preservatives. Exterior surfaces of buildings, fences and other structures not inherently resistant to deterioration shall be treated with a protective coating of paint or other suitable preservative which will provide adequate resistance to weathering and maintain an attractive appearance. Any exterior surface treated with paint or other preservative shall be maintained so as to prevent chipping, cracking or other deterioration of the exterior surface or the surface treatment and to present an attractive appearance. Missing or damaged siding shall be promptly replaced.

(c) Doors, Windows and Basement Hatchways.

- (1) Every window, screen, exterior door and basement hatchway shall be tight and shall be kept in a good and sound condition and state of repair. Every window sash shall be fully supplied with glass windowpanes or an approved substitute which is without open cracks or holes. Every window sash shall be in good condition and fit well within its frame.
- (2) Every exterior door, door hinge and door latch shall be maintained in a good and sound condition and state of repair. Exterior doors, when closed, shall fit well within their frames.
- (3) Insect Screens. During the period from April to October, every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved, tightly fitting screens.
 - (A) Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

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- (4) Guards for Basement Windows. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.
- (d) Porches, Railings, Stairways, Decks, Balconies, Platforms and Patios. Every outside stair, porch, balcony, platform, patio and appurtenance thereto, shall be so constructed to be safe to use and capable of supporting normal loads as required by the building code and shall be kept in a good and sound condition and state of repair.
- (1) Handrails and Guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- (e) Roofs and Drainage.
- (1) All roofs shall be maintained so as not to leak and all water shall be so drained and conveyed therefrom so as to not cause damage to the exterior walls, interior walls, eaves, soffits or foundations.
- (2) All courts, yards or other areas on the premises shall be properly graded to divert water away from the building. Ground surface adjacent to the building shall be sloped away from the structure where possible and shall not cause nuisance water to flow onto neighboring properties.
- (f) Fence and Retaining Wall Requirements.
- (1) All fences shall be properly maintained and kept in a good and sound state of repair.
- (2) Retaining walls shall be structurally sound. No retaining wall shall be constructed or maintained in such a manner as to cause a repeated spillage of mud, gravel or debris upon any public sidewalk, street, alley or adjoining property.
- (g) Exterior Property Areas. All exterior property areas shall be properly maintained in a clean and sanitary condition free from debris, rubbish or garbage, or physical hazards, rodent harborage and infestation, or animal feces.
- (h) Grading and Drainage of Lots. Every yard, court, vent passageway, driveway, and other portion of the lot on which the building stands shall be graded and drained so as to prevent the accumulation of water on any such surface or on adjacent property. Driveways shall be maintained in good repair.
- (i) Landscaping. All exterior property areas shall be kept free from noxious weeds as defined in [Chapter 10 Chapter 7.22](#) of these ordinances. Landscaping, plantings and other decorative surface treatments including common species of grass shall be installed if necessary and maintained to present an attractive appearance in all court and yard areas.
- (1) Landscaping Material. No person shall accumulate, allow to accumulate or store landscaping material in an unused state and open to the public view for a period exceeding ten days.
- (j) Decorative Features. Cornices, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
- (k) Overhand Extensions. Overhand extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
- (l) Accessory Structures. All accessory structures shall be maintained in a state of good repair and vertical alignment. All exterior appurtenances or accessory structures which serve no useful purpose and are deteriorated or dilapidated condition, which are not economically repairable, shall be removed. Such structures include, but shall not be limited to, porches, terraces, entrance platforms, garages, driveways, carports, walls, fences, and miscellaneous sheds.

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- (m) Motor Vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles, or motor vehicle parts shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantles. Painting of vehicles is prohibited unless conducted inside an approved spray booth.
- (1) Exception. A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.
- (n) Residential Yard Parking Regulations. The parking of any vehicle upon a residential lot shall be in compliance with the following standards:
- (1) The parking of any vehicle within the front yard or (street) side yard shall be on an improved surface driveway or parking pad. Improved surface shall mean a surface of concrete, asphalt, or other material other than grass, such as crushed rock, gravel or other materials, laid over subsoil, which provides a hard driving surface, resists rutting, provides for sufficient water runoff and is graded and drained to dispose of all surface water. The remainder of the required front yard setback, and the streetside yard setback on any corner lot, shall not be considered a part of the permitted parking area and shall be landscaped.
- (2) No parking pad shall be allowed in the minimum front yard setback or minimum street side yard setback established for the district except that one additional parking pad up to ten feet wide may be added directly abutting a single-width or double-width driveway leading to an approved parking area, provided the parking pad shall not be located in front of a home.
- (3) Parking is prohibited within a driveway right-of-way.
- (o) Pools, Spas and Hot Tubs.
- (1) Swimming Pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.
- (2) Enclosures. Private swimming pools, hot tubs and spas, containing water more than twenty-four inches in depth shall be completely surrounded by a fence or barrier not less than forty-eight inches in height above the finished ground level measured on the side of the barrier away from the pool.
- (A) Exception. If a hot tub is outfitted with a securely locking, tightly fitted cover, the hot tub will not require an enclosure.
- (p) Storage and Parking of Recreational Vehicles and Trailers. In all residential and commercial districts provided for in this chapter, it is permissible to park or store a recreational vehicle, camper, trailer, watercraft or boat and boat trailer on private property in the following manner:
- (1) Parking is permitted inside any enclosed structure, which otherwise conforms to the zoning requirements of the particular zoning district where located.
- (2) One panel or pickup truck, exceeding three-quarter ton but not exceeding one and one-half tons, shall be permitted;
- (3) Parking is permitted outside in the side yard or rear yard provided it is not nearer than five feet to the lot line and on an improved surface. Improved surface shall mean a surface of concrete, asphalt, paver, treated wood, treated plywood, or other similar material other than grass, such as crushed rock, or other materials, laid over subsoil, which provides a hard parking surface, resists rutting, provides for sufficient water runoff and is graded and drained to dispose of all surface water.
- (A) An exemption to the five foot setback requirement shall be granted by the neighborhood services department if the parking is approved in writing by the current adjacent property owners in

which the recreational vehicle encroaches, and the parking is in accordance with all other requirements set forth.

- (4) The unit shall not extend over the public sidewalk or public right-of-way.
- (5) No unit shall be parked on public streets, highways, intersections, or public land or parking lots for an extended period exceeding seventy-two hours.
- (6) Parking is permitted only for storage purposes. Recreational vehicles or boats shall not be:
 - (A) Used for dwelling or cooking purposes.
 - (B) Permanently connected to sewer lines, water lines, or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries and other purposes.
 - (C) Used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.
- (7) Notwithstanding the above, camper trailers and boats shall only be permitted to park in front yards for the purposes of active loading, unloading, and servicing, and the use of electricity or propane fuel is permitted when necessary to prepare a recreational vehicle for use.
- (8) The unit shall be owned by the resident on whose property the unit is parked for storage.
- (9) The number of units on any property within city jurisdiction shall not exceed two.
- (10) The neighborhood services department may issue a permit to a person with a disability allowing a recreational vehicle, camper, trailer, watercraft or boat and boat trailer to be parked in the front yard driveway of their residence from April through November. A person shall be considered a person with a disability if they have been issued a current disabled parking identification permit by the Wisconsin Department of Transportation. In addition, an individual shall be considered a person with a disability if they provide the neighborhood services manager with a statement by a health care specialist verifying that the party needs a front yard parking permit, for a stated period of time, to allow that person reasonable access to their recreational vehicle, camper, trailer, watercraft or boat and boat trailer.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.050 Access to property.

After presenting proper identification, the building inspector, neighborhood services officer, code enforcement officer, or the police chief, or their respective deputies or designees, shall be permitted to enter upon any property at any reasonable time for the purpose of making inspections to determine compliance with this chapter and related ordinances. If denied access, the code official may acquire a special inspection warrant for such access, pursuant to Wis. Stats. § 66.0119, as amended from time-to-time.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.060 Enforcement.

- (1) Enforcement.
 - (a) Order to Correct Conditions. Whenever the city, through its agents or employees shall, upon inspection of the premises within the city, find the condition of the property or premises is in violation of this chapter, an order shall be issued to the owner (and occupant if different from owner) of the premises or property to correct said condition by the building inspector or designee.

(Supp. No. 8/24)

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- (b) Contents of the order shall include:
 - (A) A description of the premises and the violation of the chapter;
 - (B) A statement of the correction necessary to bring the property into compliance;
 - (C) A statement specifying the time within which the owner and occupant shall comply with the order; and
 - (D) A statement of the penalty section of the ordinance for noncompliance.
 - (E) A statement specifying accessibility needs, and request for language translation.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.070 Service.

The order shall be served on the owner (and occupant if different from owner) by delivering the same to and leaving it with any adult competent person in charge of the premises or in case no such person is found upon the premises by affixing a copy thereof in a conspicuous place near the entrance of the premises and by regular mail to the owner and occupant of the premises.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.080 Failure to comply; declaration of public nuisance.

- (1) Failure to Comply.
 - (a) Citation. Any person, firm or corporation violating any provision of this chapter shall be subject to the general penalty provisions of this code found in Section 1.20 of the City's Code of Ordinances. A citation may be issued pursuant to Section 1.20 of the City's Code or Ordinances.
 - (b) Cause Work to Be Done. Upon failure to comply with an order where there is proof of service of said order which requires that any premises or property be cleaned or condition abated or improved in accordance with this chapter, the city may cause such cleaning, improvement, abatement or removal of the offending combustible or incombustible materials, debris or refuse. Such repair or removal shall be deemed a special benefit to such property and the costs of the same shall be charged against the owner(s) of the property. If the cost of the same is not paid within sixty days, it shall be levied as a special charge against the property as authorized by Wis. Stats. § 66.0627.
 - (c) Injunctive Relief. In addition to other applicable enforcement procedures the city shall have the right to abate any violation of this chapter by an action for injunctive relief in Walworth or Jefferson County Circuit Court.
- (2) Abatement.
 - (a) Enforcement. The chief of police, the chief of the fire department, the building inspector, neighborhood services officer, or other designee shall enforce those provisions of this chapter that come within the jurisdiction of their offices and they shall make periodic inspections and inspections upon complaint to ensure that such provisions are not violated. No action shall be taken under this section to abate a public nuisance unless the officer shall have inspected or caused to be inspected the premises where the nuisance is alleged to exist and have satisfied himself that a nuisance does in fact exist.
 - (b) Summary Abatement. If the inspecting officer shall determine that a public nuisance exists within the village and that there is great and immediate danger to the public health, safety, peace, morals or

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(Supp. No. 8/24)

decency, the president may direct the proper officer to cause the same to be abated and charge the cost thereof to the owner, occupant or person causing, permitting or maintaining the nuisance, as the case may be.

- (c) **Abatement After Notice.** If the inspecting officer shall determine that a public nuisance exists on private premises but that the nature of such nuisance is not such as to threaten great and immediate danger to the public health, safety, peace, morals or decency, he shall serve notice on the person causing or maintaining the nuisance to remove the same within ten days. If such nuisance is not removed within such ten days, the proper officer shall cause the nuisances to be removed as provided in subsection (b) of this section.
 - (d) **Other Methods Not Excluded.** Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the city or its officials in accordance with the laws of the state.
 - (e) **Court Order.** Except when necessary under subsection (b) of this section, no officer hereunder shall use force to obtain access to private property to abate a public nuisance but shall request permission to enter upon private property if such premises are occupied and if such permission is denied, shall apply to any court having jurisdiction for an order assisting the abatement of the public nuisance.
- (3) **Cost of Abatement.** In addition to any other penalty imposed by this chapter for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the city shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against th? real estate as a special charge.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.090 Reinspection fees.

The following fees shall be imposed for the administration of this chapter.

- (1) First re-inspection fee of seventy-five dollars per property upon verification of continued violation by city building inspector, neighborhood services officer, code enforcement officer or designee.
- (2) For a second reinspection, a fee of two hundred dollars.
- (3) For a third reinspection a fee of four hundred dollars, and for each subsequent reinspection for the same condition.

If a property owner fails to pay such fees after billing, the city may impose such fees as against the property pursuant to applicable law and collect such charges on the property tax bill each year.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.100 Appeal.

Any person affected by any notice or order which has been issued in connection with the enforcement of any of the provisions of this section may request and shall be granted a hearing before the common council. Requests for such hearing will be filed with the clerk no later than five business days from the date of the final notice of the order.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

Title 20 PROPERTY MAINTENANCE¹

Chapters:

Chapter 20.04 GENERAL PROVISIONS

Sections:

20.04.010 Intent, purposes.

- (a) Intent. This chapter is adopted to preserve and promote the public health, safety, morals, comfort, convenience, prosperity and general welfare of the people of the city and its environs, including, but not limited to, physical, aesthetic, and monetary values. The establishment and enforcement of minimum standards of habitation and property conservation is necessary to preserve and promote the private and public interest.
- (b) Purpose. The purpose of this chapter is to recognize the private and public benefits resulting from the safe, sanitary and attractive maintenance of residential and non-residential buildings, structures, yards and vacant areas by adopting minimum standards. Attractive and well-maintained property will enhance the neighborhood and the city as a whole by maintaining physical, aesthetic and monetary values. With respect to rental housing, it is necessary to adopt minimum regulations regarding human habitation to protect the health, safety, and general welfare of tenants within the city.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.020 Applicability.

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(Ord. No. 2024-O-05, § 1, 6-4-2024)

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part of a structure or that is not used as firewood and is not stacked or stored in a neat manner on the property; paper, rags, animal waste, cardboard, rubber, plastic, wire, tin and metal materials; discarded household goods or appliances, junk lawn mowers, snow blowers, tires, tire rims or used motor vehicle parts, machine parts, junked boats or junked recreational vehicles; tar paper residue from burning or similar materials which constitute health, fire or safety hazards or any other materials that have a detrimental visual and aesthetic impact upon the neighborhood in which the property is located or the city in general, which tend to cause a blighted condition as defined under state law, or which emit a noxious, foul or offensive odor.

- (c) The provision of this section shall not apply to materials stored or maintained on a property in conjunction with any business, manufacturing or other use which meets applicable city ordinance including but not limited to fire, building and zoning code requirements and restrictions.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.040 Specific maintenance required.

(a) Exterior Walls and Foundations.

- (1) Every foundation and exterior wall shall be reasonably weather tight, rodent proof, insect proof and shall be kept in a good and sound condition and state of repair. The foundation elements shall adequately support the building at all points. Any sagging or bulging shall be properly repaired to a level or plumb position. All chimneys and breeching shall be so constructed and maintained so as to ensure that they safely and properly remove the products of combustion from the building.
- (2) Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
- (3) All cornices, moldings, lintels, sills, oriel windows, and similar projections shall be kept in good repair and free from cracks and defects which make them hazardous or unsightly.

- (b) Paint and Other Preservatives. Exterior surfaces of buildings, fences and other structures not inherently resistant to deterioration shall be treated with a protective coating of paint or other suitable preservative which will provide adequate resistance to weathering and maintain an attractive appearance. Any exterior surface treated with paint or other preservative shall be maintained so as to prevent chipping, cracking or other deterioration of the exterior surface or the surface treatment and to present an attractive appearance. Missing or damaged siding shall be promptly replaced.

(c) Doors, Windows and Basement Hatchways.

- (1) Every window, screen, exterior door and basement hatchway shall be tight and shall be kept in a good and sound condition and state of repair. Every window sash shall be fully supplied with glass windowpanes or an approved substitute which is without open cracks or holes. Every window sash shall be in good condition and fit well within its frame.
- (2) Every exterior door, door hinge and door latch shall be maintained in a good and sound condition and state of repair. Exterior doors, when closed, shall fit well within their frames.
- (3) Insect Screens. During the period from April to October, every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved, tightly fitting screens.
 - (A) Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

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- (4) Guards for Basement Windows. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.
- (d) Porches, Railings, Stairways, Decks, Balconies, Platforms and Patios. Every outside stair, porch, balcony, platform, patio and appurtenance thereto, shall be so constructed to be safe to use and capable of supporting normal loads as required by the building code and shall be kept in a good and sound condition and state of repair.
- (1) Handrails and Guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- (e) Roofs and Drainage.
- (1) All roofs shall be maintained so as not to leak and all water shall be so drained and conveyed therefrom so as to not cause damage to the exterior walls, interior walls, eaves, soffits or foundations.
- (2) All courts, yards or other areas on the premises shall be properly graded to divert water away from the building. Ground surface adjacent to the building shall be sloped away from the structure where possible and shall not cause nuisance water to flow onto neighboring properties.
- (f) Fence and Retaining Wall Requirements.
- (1) All fences shall be properly maintained and kept in a good and sound state of repair.
- (2) Retaining walls shall be structurally sound. No retaining wall shall be constructed or maintained in such a manner as to cause a repeated spillage of mud, gravel or debris upon any public sidewalk, street, alley or adjoining property.
- (g) Exterior Property Areas. All exterior property areas shall be properly maintained in a clean and sanitary condition free from debris, rubbish or garbage, or physical hazards, rodent harborage and infestation, or animal feces.
- (h) Grading and Drainage of Lots. Every yard, court, vent passageway, driveway, and other portion of the lot on which the building stands shall be graded and drained so as to prevent the accumulation of water on any such surface or on adjacent property. Driveways shall be maintained in good repair.
- (i) Landscaping. All exterior property areas shall be kept free from noxious weeds as defined in Chapter 7.22 of these ordinances. Landscaping, plantings and other decorative surface treatments including common species of grass shall be installed if necessary and maintained to present an attractive appearance in all court and yard areas.
- (1) Landscaping Material. No person shall accumulate, allow to accumulate or store landscaping material in an unused state and open to the public view for a period exceeding ten days.
- (j) Decorative Features. Cornices, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
- (k) Overhand Extensions. Overhand extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
- (l) Accessory Structures. All accessory structures shall be maintained in a state of good repair and vertical alignment. All exterior appurtenances or accessory structures which serve no useful purpose and are deteriorated or dilapidated condition, which are not economically repairable, shall be removed. Such structures include, but shall not be limited to, porches, terraces, entrance platforms, garages, driveways, carports, walls, fences, and miscellaneous sheds.

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- (m) Motor Vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles, or motor vehicle parts shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.
- (1) Exception. A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.
- (n) Residential Yard Parking Regulations. The parking of any vehicle upon a residential lot shall be in compliance with the following standards:
- (1) The parking of any vehicle within the front yard or (street) side yard shall be on an improved surface driveway or parking pad. Improved surface shall mean a surface of concrete, asphalt, or other material other than grass, such as crushed rock, gravel or other materials, laid over subsoil, which provides a hard driving surface, resists rutting, provides for sufficient water runoff and is graded and drained to dispose of all surface water. The remainder of the required front yard setback, and the streetside yard setback on any corner lot, shall not be considered a part of the permitted parking area and shall be landscaped.
- (2) No parking pad shall be allowed in the minimum front yard setback or minimum street side yard setback established for the district except that one additional parking pad up to ten feet wide may be added directly abutting a single-width or double-width driveway leading to an approved parking area, provided the parking pad shall not be located in front of a home.
- (3) Parking is prohibited within a driveway right-of-way.
- (o) Pools, Spas and Hot Tubs.
- (1) Swimming Pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.
- (2) Enclosures. Private swimming pools, hot tubs and spas, containing water more than twenty-four inches in depth shall be completely surrounded by a fence or barrier not less than forty-eight inches in height above the finished ground level measured on the side of the barrier away from the pool.
- (A) Exception. If a hot tub is outfitted with a securely locking, tightly fitted cover, the hot tub will not require an enclosure.
- (p) Storage and Parking of Recreational Vehicles and Trailers. In all residential and commercial districts provided for in this chapter, it is permissible to park or store a recreational vehicle, camper, trailer, watercraft or boat and boat trailer on private property in the following manner:
- (1) Parking is permitted inside any enclosed structure, which otherwise conforms to the zoning requirements of the particular zoning district where located.
- (2) One panel or pickup truck, exceeding three-quarter ton but not exceeding one and one-half tons, shall be permitted;
- (3) Parking is permitted outside in the side yard or rear yard provided it is not nearer than five feet to the lot line and on an improved surface. Improved surface shall mean a surface of concrete, asphalt, paver, treated wood, treated plywood, or other similar material other than grass, such as crushed rock, or other materials, laid over subsoil, which provides a hard parking surface, resists rutting, provides for sufficient water runoff and is graded and drained to dispose of all surface water.
- (A) An exemption to the five foot setback requirement shall be granted by the neighborhood services department if the parking is approved in writing by the current adjacent property owners in

which the recreational vehicle encroaches, and the parking is in accordance with all other requirements set forth.

- (4) The unit shall not extend over the public sidewalk or public right-of-way.
- (5) No unit shall be parked on public streets, highways, intersections, or public land or parking lots for an extended period exceeding seventy-two hours.
- (6) Parking is permitted only for storage purposes. Recreational vehicles or boats shall not be:
 - (A) Used for dwelling or cooking purposes.
 - (B) Permanently connected to sewer lines, water lines, or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries and other purposes.
 - (C) Used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.
- (7) Notwithstanding the above, camper trailers and boats shall only be permitted to park in front yards for the purposes of active loading, unloading, and servicing, and the use of electricity or propane fuel is permitted when necessary to prepare a recreational vehicle for use.
- (8) The unit shall be owned by the resident on whose property the unit is parked for storage.
- (9) The number of units on any property within city jurisdiction shall not exceed two.
- (10) The neighborhood services department may issue a permit to a person with a disability allowing a recreational vehicle, camper, trailer, watercraft or boat and boat trailer to be parked in the front yard driveway of their residence from April through November. A person shall be considered a person with a disability if they have been issued a current disabled parking identification permit by the Wisconsin Department of Transportation. In addition, an individual shall be considered a person with a disability if they provide the neighborhood services manager with a statement by a health care specialist verifying that the party needs a front yard parking permit, for a stated period of time, to allow that person reasonable access to their recreational vehicle, camper, trailer, watercraft or boat and boat trailer.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.050 Access to property.

After presenting proper identification, the building inspector, neighborhood services officer, code enforcement officer, or the police chief, or their respective deputies or designees, shall be permitted to enter upon any property at any reasonable time for the purpose of making inspections to determine compliance with this chapter and related ordinances. If denied access, the code official may acquire a special inspection warrant for such access, pursuant to Wis. Stats. § 66.0119, as amended from time-to-time.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.060 Enforcement.

- (1) Enforcement.
 - (a) Order to Correct Conditions. Whenever the city, through its agents or employees shall, upon inspection of the premises within the city, find the condition of the property or premises is in violation of this chapter, an order shall be issued to the owner (and occupant if different from owner) of the premises or property to correct said condition by the building inspector or designee.

(Supp. No. 8/24)

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- (b) Contents of the order shall include:
 - (A) A description of the premises and the violation of the chapter;
 - (B) A statement of the correction necessary to bring the property into compliance;
 - (C) A statement specifying the time within which the owner and occupant shall comply with the order; and
 - (D) A statement of the penalty section of the ordinance for noncompliance.
 - (E) A statement specifying accessibility needs, and request for language translation.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.070 Service.

The order shall be served on the owner (and occupant if different from owner) by delivering the same to and leaving it with any adult competent person in charge of the premises or in case no such person is found upon the premises by affixing a copy thereof in a conspicuous place near the entrance of the premises and by regular mail to the owner and occupant of the premises.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.080 Failure to comply; declaration of public nuisance.

- (1) Failure to Comply.
 - (a) Citation. Any person, firm or corporation violating any provision of this chapter shall be subject to the general penalty provisions of this code found in Section 1.20 of the City's Code of Ordinances. A citation may be issued pursuant to Section 1.20 of the City's Code or Ordinances.
 - (b) Cause Work to Be Done. Upon failure to comply with an order where there is proof of service of said order which requires that any premises or property be cleaned or condition abated or improved in accordance with this chapter, the city may cause such cleaning, improvement, abatement or removal of the offending combustible or incombustible materials, debris or refuse. Such repair or removal shall be deemed a special benefit to such property and the costs of the same shall be charged against the owner(s) of the property. If the cost of the same is not paid within sixty days, it shall be levied as a special charge against the property as authorized by Wis. Stats. § 66.0627.
 - (c) Injunctive Relief. In addition to other applicable enforcement procedures the city shall have the right to abate any violation of this chapter by an action for injunctive relief in Walworth or Jefferson County Circuit Court.
- (2) Abatement.
 - (a) Enforcement. The chief of police, the chief of the fire department, the building inspector, neighborhood services officer, or other designee shall enforce those provisions of this chapter that come within the jurisdiction of their offices and they shall make periodic inspections and inspections upon complaint to ensure that such provisions are not violated. No action shall be taken under this section to abate a public nuisance unless the officer shall have inspected or caused to be inspected the premises where the nuisance is alleged to exist and have satisfied himself that a nuisance does in fact exist.
 - (b) Summary Abatement. If the inspecting officer shall determine that a public nuisance exists within the village and that there is great and immediate danger to the public health, safety, peace, morals or

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(Supp. No. 8/24)

decency, the president may direct the proper officer to cause the same to be abated and charge the cost thereof to the owner, occupant or person causing, permitting or maintaining the nuisance, as the case may be.

- (c) **Abatement After Notice.** If the inspecting officer shall determine that a public nuisance exists on private premises but that the nature of such nuisance is not such as to threaten great and immediate danger to the public health, safety, peace, morals or decency, he shall serve notice on the person causing or maintaining the nuisance to remove the same within ten days. If such nuisance is not removed within such ten days, the proper officer shall cause the nuisances to be removed as provided in subsection (b) of this section.
 - (d) **Other Methods Not Excluded.** Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the city or its officials in accordance with the laws of the state.
 - (e) **Court Order.** Except when necessary under subsection (b) of this section, no officer hereunder shall use force to obtain access to private property to abate a public nuisance but shall request permission to enter upon private property if such premises are occupied and if such permission is denied, shall apply to any court having jurisdiction for an order assisting the abatement of the public nuisance.
- (3) **Cost of Abatement.** In addition to any other penalty imposed by this chapter for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the city shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against th? real estate as a special charge.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.090 Reinspection fees.

The following fees shall be imposed for the administration of this chapter.

- (1) First re-inspection fee of seventy-five dollars per property upon verification of continued violation by city building inspector, neighborhood services officer, code enforcement officer or designee.
- (2) For a second reinspection, a fee of two hundred dollars.
- (3) For a third reinspection a fee of four hundred dollars, and for each subsequent reinspection for the same condition.

If a property owner fails to pay such fees after billing, the city may impose such fees as against the property pursuant to applicable law and collect such charges on the property tax bill each year.

(Ord. No. 2024-O-05, § 1, 6-4-2024)

20.04.100 Appeal.

Any person affected by any notice or order which has been issued in connection with the enforcement of any of the provisions of this section may request and shall be granted a hearing before the common council. Requests for such hearing will be filed with the clerk no later than five business days from the date of the final notice of the order.

(Ord. No. 2024-O-05, § 1, 6-4-2024)



Council Agenda Item

Meeting Date:	October 15, 2024
Agenda Item:	Kathleen Walz BOL Appeal
Staff Contact (name, email, phone):	Heather Boehm hboehm@whitewater-wi.gov 262-473-0102

BACKGROUND

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

On September 18, 2024 Ms. Walz applied for a Beverage Operator's License. On September 20, 2024, Chief Dan Meyer denied the license, also on September 20, 2024, a letter informing Ms. Walz of the denial was sent by the City Clerk's office via regular and certified mail. The Clerk's office received an email requesting an appeal from Ms. Walz on Tuesday, October 8, 2024.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

On October 15, 2024 at 6:00 pm, the Alcohol Licensing Committee will vote to either deny or allow Ms. Walz to have a Beverage Operator's License.

FINANCIAL IMPACT

(If none, state N/A)

n/a

STAFF RECOMMENDATION

I will let you know what Alcohol Committee voted at the meeting.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Ms. Walz's Request for an appeal.
Chief Meyer's Denial Letter.

MEMORANDUM

TO: City Clerk
FROM: Daniel A. Meyer, Chief of Police
SUBJECT: Disapproval of Beverage Operator's License Application for **Kathleen Ann Walz**
DATE: 09/20/2024

On 09/18/2024, Kathleen Ann Walz, 500 N Tratt St #202 Whitewater, WI 53190, applied for a beverage operator's license to work, without supervision, at Second Salem Brewery, 111 W Whitewater St Whitewater, WI 53190. At that time the usual background investigation was conducted.

Effective 09/20/2024, the following information is being supplied on an official basis concerning the beverage operator's license application of Kathleen Ann Walz. Pertinent records of the local and state agencies have been searched as of this date with the following results: (Only that information which would bear upon this application is recorded. Traffic violations are excluded.)

WHITEWATER POLICE DEPARTMENT

02/11/2023: UNDERAGE ALCOHOL ADULT-UNLICENSED PREMISE (1ST)

Kathleen Ann Walz failed to list all her convictions for offenses she had been charged with on her application.

An operator at an alcohol establishment has an obligation to reasonably deal with various rules and regulations regarding alcohol. These arrests show that Kathleen Ann Walz has displayed an inability to abide by these laws. We therefore do not believe that she has the appropriate ability to handle the responsibility that the license requires.

Qualifications for license in accordance with Wisconsin State Statute 125.04(5)(a) as affected by Chapter 79 and 391, Laws of '81 effective 1/1/82 which states in part: "Natural persons. Licenses and permits related to alcohol beverages, issued to natural persons under this chapter, may be issued only to persons who: 1. Do not have an arrest or conviction record, subject to s. 111.321, 111.322, and 111.335: . . ." Statute 111.335---Arrest or conviction record: Exceptions and special cases---reads in part: "(c) Notwithstanding s. 111.322 it is not employment discrimination because of conviction record to refuse to employ or license, or to bar or terminate from employment or licensing any individual who: 1. Has been convicted of any felony, misdemeanor or other offense the circumstances of which substantially relate to the circumstances of the particular job or licensed activity; ..."

Based on the above information, I recommend that this applicant be denied her beverage operator's license application. These offenses she has been arrested for DO substantially relate to the circumstances of the particular job or licensed activity as required under Chapter 125.

DM/jh



Council Agenda Item

Meeting Date: October 15, 2024

Agenda Item: Staff Update Winter Parking

Staff Contact (name, email, phone): Brad Marquardt, bmarguardt@whitewater-wi.gov, 262-473-0139

BACKGROUND

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

The Public Works Committee discussed the winter parking restrictions at their October 8, 2024 meeting. Current winter parking restrictions are in place from 2:00 am to 6:00 am on all city streets starting November 1st. A request was received by councilperson Schanen to review the possibility of pushing the start date to December 1st. Public Works Director Marquardt presented historical data of snowfall in Madison and Milwaukee for the month of November. Marquardt indicated one concern was having to avoid and plow around cars, and the possibility of frozen snowbanks left behind. Also, there is no great way to communicate a “snow emergency” to the residents if we needed the cars off the street for a snowstorm. Additionally, while not a huge revenue, the Police Department does issue tickets for overnight parking. Pushing the date to December 1st would be a loss of some revenue. Marquardt would prefer to leave the November 1st starting date.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Committee members present were indifferent to the idea. They mentioned they had not heard of any other requests. Their thoughts at this time were to leave the parking restrictions starting November 1st.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Snowfall Data

Snowfall upto December 1st	Madison	Madison	Milwaukee	Milwaukee
	Total inches	Coldest Temperature in November	Total inches	Coldest Temperature in November
2023	3.0	9	4.4	15
2022	4.8	10	0.0	13
2021	0.6	13	0.0	18
2020	2.3	16	0.1	24
2019	15.9	4	13.7	9
2018	3.4	14	6.6	17
2017	0.3	9	0.2	16
2016	0.0	18	0.0	24
2015	4.1	9	6.9	16
2014	8.5	2	4.8	9
2013	3.5	8	2.0	11
2012	0.1	11	0.0	16
2011	1.6	19	0.3	24
2010	0.2	16	0.0	18
2009	<u>0.5</u>	24	<u>0.4</u>	29
Average	3.3		2.6	
Normal Total by December 1st	3.1		3.1	



Council Agenda Item

Meeting Date:	October 15, 2024
Agenda Item:	WE Energies Library Easement
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

The work at the Library requires a relocation of WE Energies electrical service from Church Street to the transformer servicing the Library and other properties. The contractor for the Library project is hoping to get this service relocated as soon as possible, thus the reason for this request coming directly to the Council instead of the Public Works Committee first. WE Energies is looking for a 12-foot easement across the Library property as shown on the attached Temporary Exhibit A. Exhibit A will be finalized based on the exact location of the installed electrical line.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommends a motion to approve the Easement for WE Energies across the Library property at 431 W Center Street.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Library Easement

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **5026127** IO NO. **75668**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF WHITEWATER**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land twelve (12) feet in width of Grantor's premises described as **Lots 11 and 12 and a part of Lot 13, Block 15, of The Original Plat of the City of Whitewater**, being a part of the **Southwest 1/4 of Section 4, Township 4 North, Range 15 East**, City of Whitewater, County of Walworth, State of Wisconsin. Said lands are further described in that certain **Warranty Deed** recorded in the office of the Register of Deeds for Walworth County on January 11, 1990, **Volume 476, Page 946**, as **Document No. 188823**.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

/OT00196
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

CITY OF WHITEWATER

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2024,
the above named _____, the _____
and _____, the _____
of the CITY OF WHITEWATER, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

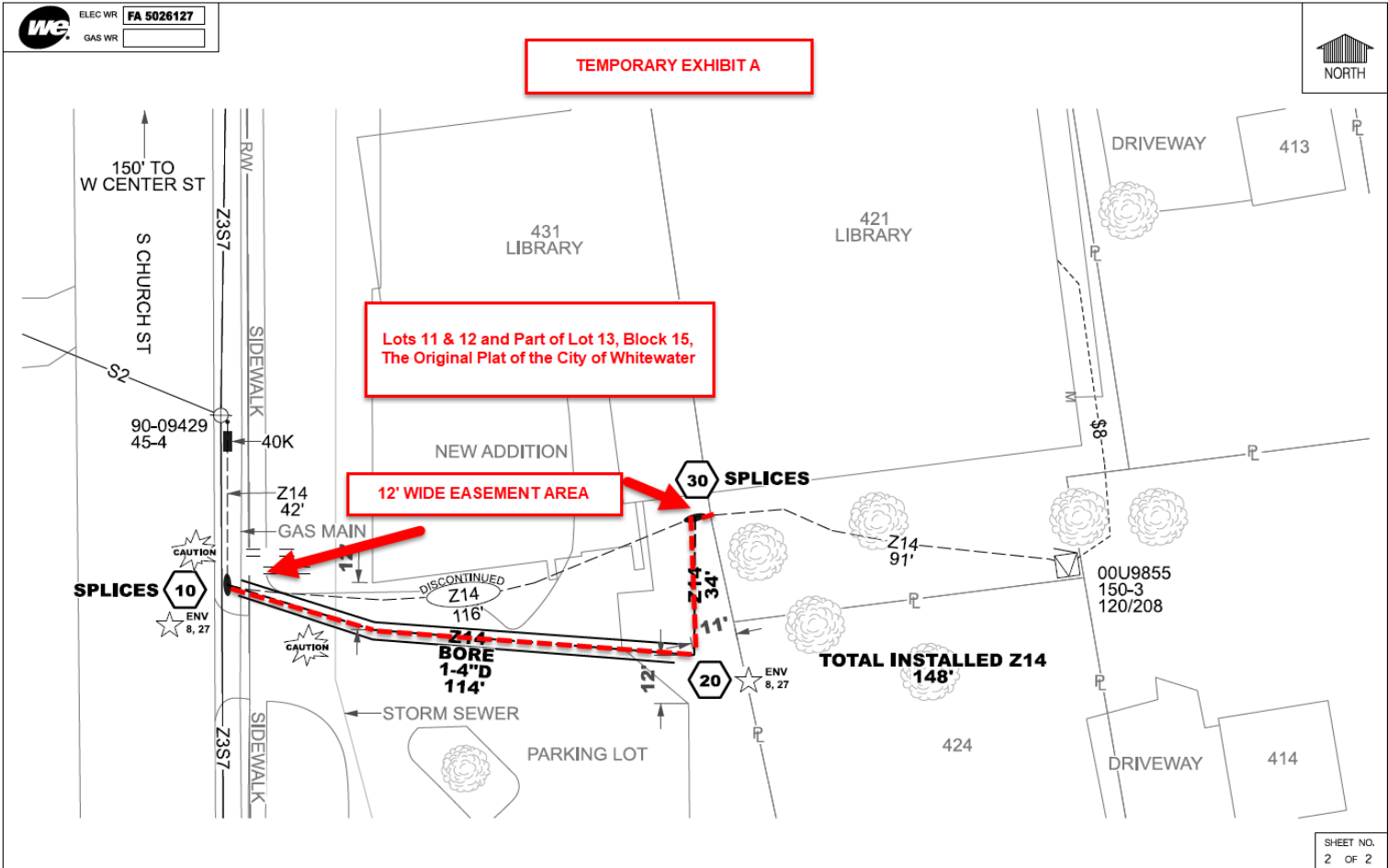
This instrument was drafted by Kyle Koski on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.



TEMPORARY EXHIBIT A

Lots 11 & 12 and Part of Lot 13, Block 15,
The Original Plat of the City of Whitewater

12' WIDE EASEMENT AREA





Council Agenda Item

Meeting Date:	10/15/2024
Agenda Item:	Request for Proposals - Communications Consultant
Staff Contact (name, email, phone):	Dan Meyer dmeyer@whitewater-wi.gov 262-473-1371

BACKGROUND

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

This item follows the organizational and workload study presented by Fitch & Associates. As previously mentioned, at the November 7, 2024 Council meeting, staff will be requesting direction from Council, regarding whether or not to pursue a public safety referendum. As a precursor to that decision, staff is requesting Council approval to release the attached request for proposals (RFP) for a communications consultant to provide messaging and information sharing related to a public safety referendum.

If Council decides not to pursue a referendum, the RFP does not bind the Council to hire a consultant. However, if Council decides to pursue a referendum, releasing the RFP would speed up the process of selecting a consultant, alleviating the tight timeline. Upon Council approval to release the RFP, staff would complete the following actions:

- **October 16, 2024:** Publicly release the RFP
- **November 6, 2024:** Proposals due no later than 5pm CDT
- **November 8, 2024:** Staff committee review and scoring of proposals (if Council decides to pursue referendum at 11/7 meeting)
- **November 19, 2024:** Proposals and staff recommendation brought before Council (if Council decides to pursue referendum at 11/7 meeting)

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Council previously pre-approved up to \$65,000 be allocated for a communications consultant to provide services related to a public safety referendum.

FINANCIAL IMPACT

(If none, state N/A)

Financial impact to be determined.

STAFF RECOMMENDATION

Recommended Motion: **Move to direct staff to release the request for proposals for the services of a communications consultant.**

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. City of Whitewater Request for Proposals – Communications Consultant for Public Safety Referendum

**REQUEST FOR PROPOSALS
CITY OF WHITEWATER
COMMUNICATION CONSULTANT FOR PUBLIC SAFETY REFERENDUM
OCTOBER 15, 2024**

Proposal Requested

The City of Whitewater is requesting proposals from qualified parties for communications consulting services for a referendum question relating to public safety staffing to be on the April 1, 2025 ballot.

Project Background

In May of 2024, the City of Whitewater Common Council selected Fitch & Associates to complete an organizational and workload study of the Whitewater Police Department. The study was precipitated by the convergence of increasing call volume, sudden demographic change in the City of Whitewater creating significant challenges for law enforcement, and law enforcement staffing levels that have been static since 2008. Fitch & Associates provided a variety of recommendations in their report. Increasing law enforcement staffing was a primary component of the recommended strategy.

On October 15, 2024, the City of Whitewater Common Council directed staff to release a request for proposals for communications consulting services for a referendum question relating to public safety staffing to be on the April 1, 2025 ballot. The City will likely approve a Resolution authorizing a referendum questions be placed on that ballot asking the electorate for approval to exceed the state levy limit for the purpose of adding law enforcement staffing to allow the Whitewater Police Department to meet the growing demand for services.

This referendum will require significant outreach and education efforts within the community. The City is using this RFP for the purpose of selecting the most qualified, competent, and experienced communication consultant. This will ensure that the messaging and information sharing with the public is done professionally, resulting in a well-informed electorate prior to the election. The City of Whitewater Common Council has pre-approved spending up to \$65,000 for these services.

The deadline for proposal submission is 5:00pm CDT on Wednesday, November 6, 2024. Proposals must be submitted electronically to Dan Meyer, Whitewater Police Department Chief of Police, at dmeyer@whitewater-wi.gov, by the deadline in order to be considered. Questions and requests for additional information must be submitted to dmeyer@whitewater-wi.gov by Monday, November 4, 2024, at 5:00pm CDT.

Scope of Work & Deliverables

The City of Whitewater is seeking the services of an experienced firm to proceed with outreach and educational efforts to inform the electorate of the needs for additional staffing for the Whitewater Police Department. A considerable amount of data has been compiled through the work of City staff, and through the organizational and workload study completed by Fitch & Associates, which demonstrates the need for additional employees. Interested firms are invited to reach out to City staff to obtain supporting documentation.

The proposing firms must demonstrate significant experience, and successful outcomes in prior efforts that have undertaken specifically for municipal public safety staffing referenda. The City has identified the following items as a scope of work, but interested consultants are invited to make recommendations for any alternative

or additional activities that, in their professional opinion, are necessary for a successful outcome.

- Work with City staff to compile information and create marketing materials that effectively convey the need for additional staff. These materials will be published on the City website and may be shared with the community through direct mail.
- Develop and implement a significant outreach and educational effort within the community including presentations, media outreach, direct mail, social media, information session(s), and any other efforts to ensure the education of the electorate on the subject prior to the April 1, 2025 election. Encouraging community engagement will be key, and including virtual options for participation is essential.
- **OPTIONAL SURVEY:** Develop, administer, and promote a community survey that engages the community and provides options for the community to provide input. After completion of the survey, a report on the results of the survey will also be provided and promoted. Firms must be qualified and capable of preparing, promoting, and analyzing the survey and results; however, the City may choose not to pursue the option depending on schedule and cost.

The anticipated start date for the project is November 25, 2024, with the potential of starting upon contract execution after November 20, 2024.

Proposal Format

Proposals are to follow the format and contain information listed in this section:

- 1) Letter of Transmittal introducing the firm and nature of proposal, highlighting why the firm would excel in providing the requested services (2-page limit).
- 2) Resumes of principal-in-charge and key technical/professional personnel to be assigned to the project, showing strength of experience.
- 3) Program of work satisfying the requirements of the Scope of Services, including detailed tasks and anticipated deliverables. Description of overall approach to ensuring success in communicating the need for law enforcement staffing.
- 4) Past project work on similar projects that your firm has completed, highlighting experience and qualifications. For similar past project work, firms should include the outcome of the referenda.
- 5) Provide a schedule, describing self-monitoring progress and meeting schedule milestones, and a proposed schedule for each task/scope item, including the optional community survey and any other recommendations and alternate activities.
- 6) Supply name, phone number, and/or email for three references who will attest to your firm's ability to undertake and complete projects similar to this one time and within budget. Provide a description of the work performed for each reference.
- 7) The cost of the proposed services should be formatted in a "not to exceed" lump sum amount for completing the efforts, including meetings your firm anticipates needing with involved parties. Also include hourly rates and anticipated time and materials needed. Include a separate cost in the same format for the optional community survey and any other recommendations and alternative activities.
- 8) Provide samples of previous deliverables including community surveys, marketing materials, direct mail, and examples of projects completed within the scheduled timeframe.

Evaluation and Selection Process

A selection committee made up of City staff will review the proposals received by the deadline and uniformly evaluate them. The selection committee will consider the following:

1. Past record of performance of the consultant and team on similar projects based on references, work examples, and responses during the interview.
2. Quality and content of the written proposal.
3. Experience and technical competence of the consultant assigned to the program.
4. General understanding of agreement with the consultant's approach to the project, including the City's confidence in the consultant's ability to satisfactorily perform the work.
5. Ability to perform the analysis within the necessary parameters.
6. Cost to execute services.

Terms and Conditions

City Costs

The City will pay the Service Provider for the services provided as described. Such payment shall be full compensation for all services rendered and for all supervision, labor, liability insurance, and other incidental costs.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

The contract may not be assigned or subcontracted by the firm without the written consent of the City. If all or a portion on the contract work is proposed to assigned or subcontracted, the name of the individual(s) to complete the work, address and firm proposed shall be submitted within the scope of the proposal.

Independent Contractor Status

The firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Contract Period and Termination of Contract

The contract period will be for the duration of the requested services. The City reserves the right to cancel this Agreement within (30) days written notice. If the Service Provider elects to cancel the Agreement, it must provide (30) days written notice and it must be mutual between the City and the Service Provider. If the Service Provider cancels this Agreement after advance payment for services has been rendered per the terms, the Service Provider will only be compensated on a pro-rata basis for actual work performed, and any remaining advance payment will be returned to the City.

Professional Services Contract

Should your proposal be accepted and a contract issued, this Request for Proposal and all documents attached hereto including any amendments, the firm's technical and price proposals, and any other written offers/clarifications made by the firm and accepted by the City, will be incorporated into a contract between the City and the firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Whitewater Common Council, execution of the contract by the proper City officials, and delivery of the fully-executed contract to the firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful firm. The contract may be amended only by written agreement between the firm and the City of Whitewater.

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City of Whitewater to do so.



Council Agenda Item

Meeting Date: 10/15/2024

Agenda Item: COPS Hiring Grant

Staff Contact (name, email, phone): Dan Meyer
dmeyer@whitewater-wi.gov
262-473-1371

BACKGROUND

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

On Monday, September 30, 2024, the Department of Justice notified us that we were awarded \$375,000 of grant funding through the COPS Hiring Grant. Mathematically, this is an approximately 60/40 split (with 40% of the cost of the officers being grant funded). The City has 45 days to accept the funding. If approved, the City has five years to utilize the funding, which will occur over three years (project end date: 9/30/2029).

Practically, this means that in order to take advantage of the grant funding, the Council needs to accept funding in the short-term. However, that does not force a strict timeline on when the officers would need to be hired as long as the three-year cycle of grant-funded officers is completed by 9/30/2029. This buffer allows for other factors (i.e. a potential referendum outcome) to be determined prior to hiring the additional staff.

It's important to note that the three officers designated for funding through the grant, would be required to actively work toward the community oriented policing strategies that are outlined in the attached problem/focus area document. That document was submitted as a part of the grant application. The award package states that existing officers (rather than newly hired officers) are allowed to be utilized in that specific capacity, which is an important distinction, as newly hired officers may not be best suited to function in that capacity.

The U.S. Department of Justice Office of Community Oriented Policing Services (COPS) has opened a solicitation for grant requests under the FY24 COPS Hiring Program (CHP). In order to be eligible, applicants must be local, state, territorial or tribal law enforcement agencies with primary law enforcement authority. Applications are due June 12, 2024.

The CHP provides funding to law enforcement agencies to hire and/or rehire additional sworn officers in an effort to increase community policing capacity and crime prevention efforts. Agency requests for officers are capped at 20% of actual sworn force, and the maximum federal share per officer position is \$125,000 over the three-year funding period. Agencies are required to cost share at least 25% and are required to pay a progressively larger share of the cost of the award with local funds over the award period. Staff would plan to request three officers with the following cost breakdown per officer (based on the assumption that the total annual cost per officer is approximately \$105,000):

2025: Federal share: \$75,000 per officer (\$225,000 total)/**City share:** \$30,000 per officer (\$90,000 total)
2026: Federal share: \$35,000 per officer (\$105,000 total)/**City share:** \$70,000 per officer (\$210,000 total)
2027: Federal share: \$15,000 per officer (\$45,000 total)/**City share:** \$90,000 per officer (\$270,000 total)

The City would be responsible for the full cost of each officer after the three-year funding period. The City is required to retain the additional positions for a minimum of 12 months beyond the three-year funding period.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

On May 7, 2024, Council directed City staff to apply for the COPS Hiring Grant.

FINANCIAL IMPACT

(If none, state N/A)

If the grant is accepted, a total of \$375,000 in federal funding would be received by the City over the 5-year program period.

STAFF RECOMMENDATION

Recommended Motion: **Move to formally accept the awarded grant funding from the COPS Hiring Grant.**

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. COPS Hiring Grant Award Package
2. 2024 CHP Problem_Focus Area Final



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:		CTY OF WHITEWATER BLD MAIN 312 W WHITEWATER ST PO BOX 690	
City, State and Zip:		WHITEWATER, WI 53190	
Recipient UEI:		L1BAVJAH5J25	
Project Title: FY24 COPS Hiring Program (CHP)		Award Number: 15JCOPS-24-GG-03704-UHPX	
Solicitation Title: FY24 COPS Hiring Program			
Federal Award Amount: \$375,000.00		Federal Award Date: 9/30/24	
Awarding Agency:		Office of Community Oriented Policing Services	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants			
Project Period Start Date: 10/1/24		Project Period End Date: 9/30/29	
Budget Period Start Date: 10/1/24		Budget Period End Date: 9/30/29	
Project Description: The COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.			

Award Letter

September 30, 2024

Dear Daniel Meyer,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CTY OF WHITEWATER BLD MAIN for an award under the funding opportunity entitled 2024 FY24 COPS Hiring Program. The approved award amount is \$375,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CTY OF WHITEWATER BLD MAIN

UEI

L1BAVJAH5J25

ORI Number

Street 1

312 W WHITEWATER ST

Street 2

PO BOX 690

City

WHITEWATER

State/U.S. Territory

Wisconsin

Zip/Postal Code

53190

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/30/24

Award Type

Initial

Award Number

15JCOPS-24-GG-03704-UHPX

Supplement Number

00

Federal Award Amount

\$375,000.00

Funding Instrument Type

Grant

Assistance Listing Number

Assistance Listings Program Title

16.710

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 FY24 COPS Hiring Program

Awarding Agency

COPS

Application Number

GRANT14126026

Grant Manager Name

ANGEL MASON

Phone Number

[202-702-8951](tel:202-702-8951)

E-mail Address

ANGEL.MASON@USDOJ.GOV

Project Title

FY24 COPS Hiring Program (CHP)

Performance Period Start

Date

10/01/2024

Performance Period End Date

09/30/2029

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2029

Project Description

The COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/12/24 5:42 PM

Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$935,371	-\$1	\$935,370	—
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	—
Travel:	\$0	\$0	\$0	—
Equipment:	\$0	\$0	\$0	—
Supplies:	\$0	\$0	\$0	—
SubAwards:	\$0	\$0	\$0	—
Procurement Contracts:	\$0	\$0	\$0	—
Other Costs:	\$0	\$0	\$0	—
Total Direct Costs:	\$935,371	-\$1	\$935,370	—
Indirect Costs:	\$0	\$0	\$0	—
Total Project Costs:	\$935,371	-\$1	\$935,370	—
Federal Funds:	\$375,000	\$0	\$375,000	40.09%
Match Amount:	\$560,370	\$0	\$560,370	59.91%
Program Income:	\$0	\$0	\$0	0.00%

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[]

Approved Problem Focus Area: Building Legitimacy and Trust

3 Full?Time Officers Funded

3 New Hires

0 Rehires Previously Laid Off

0 Rehires Scheduled for Lay Off

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

2

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C.

§ 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

4

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

5

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner’s Manual for a full text of the contract provisions.

6

Award Owner’s Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

- (i) Severe forms of trafficking in persons;
- (ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
- (iii) The use of forced labor in the performance of this award or any subaward; or
- (iv) Acts that directly support or advance trafficking in persons, including the following acts:
 - (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
 - (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - (D) Charging recruited employees a placement or recruitment fee; or
 - (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

- (i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
- (ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
 - (A) Associated with the performance under this award; or
 - (B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

(c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

- (i) Implements the requirements of 22 U.S.C. 78, and
 - (ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
- (3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
- (4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

- (1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
- (2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

9

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
 - (2) When the recipient agrees to the termination and termination conditions.
 - (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
 - (4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

10

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of

this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

11

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsr.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is

exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see

the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrc.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

12

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

13

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

14

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide

Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

17

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

18

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

19

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

20

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

21

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from

the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter.

- Your agency's MOU must contain the following information?

- o The purpose of the MOU

- o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety

- o Information sharing

- o Supervision responsibility and chain of command for the SRO

- o Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

24

School Resource Officer (SRO) Training Requirement: COPS Office-funded SRO(s) are required to complete an SRO 40-hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must coordinate with the

training provider if they want funds to cover registration and travel costs.

25

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

26

Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

27

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

28

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or

personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

29

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

30

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. 2 C.F.R. §§ 200.308(f)(10) and 200.309. Extension requests must be received prior to the end date of the award.

31

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

32

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

33

Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670.” Tribal Law and Order Act of 2010, Pub. L.

34

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

35

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

36

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their COPS Hiring Program (CHP) application:

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combatting Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?

Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
COPS Director

Name of Approving Official
Hugh T. Clements

Signed Date And Time
9/24/24 5:15 PM

Authorized Representative

Problem Statement

Since 2022, Whitewater has experienced significant demographic changes with a substantial increase in the immigrant population, primarily from Nicaragua and Venezuela. Approximately 800-1,000 immigrants have arrived, adding to the city's 15,000 residents. These individuals come for various reasons and have different legal statuses. This influx has introduced several challenges, particularly for law enforcement. The key issues include communication barriers, non-familial living situations, fake identifications, and limited public transportation for unlicensed drivers.

One of the most significant challenges is the palpable trust barrier between immigrants and law enforcement. Many immigrants arrive with negative perceptions of law enforcement from their home countries, which complicates efforts to build trust and cooperation. Additionally, many immigrants come from agrarian cultures where formal schooling is less prioritized, further complicating communication. The specific Central American Spanish dialects they speak often differ significantly from those familiar to local Spanish speakers, adding another layer of difficulty.

The impact of these changes is reflected in law enforcement statistics. For instance, there has been a nearly three-fold increase in citations for operating a motor vehicle without a license. Wisconsin does not allow undocumented immigrants to obtain driver's licenses, leading many to drive without a license out of necessity. This situation is exacerbated by the lack of public transportation options in Whitewater, making the streets less safe and increasing the workload for officers.

Law enforcement has also encountered extreme cases highlighting the dire circumstances some immigrants face. In the winter of 2022, officers responded to a call and found a family with a toddler living in a small shed in freezing temperatures. In 2023, a deceased infant was found in a cardboard box in a field, leading to the discovery of multiple cases of juvenile immigrants being impregnated by adult males, exacerbated by non-familial living arrangements.

Approach: To address these complex issues, Whitewater's law enforcement agency aims to reorient its mission towards community-oriented policing. This approach requires additional staffing and resources to implement effective strategies. The proposed plan involves three primary initiatives:

1. **Educational Partnerships:** The first initiative focuses on creating educational partnerships with local organizations. Education is highly valued in Whitewater, providing a solid foundation for this approach. The goal is to enhance immigrants' understanding of local laws and resources while educating officers about immigrant cultures. Partnerships will be established with organizations such as the Whitewater Unified School District and The Community Space, which already offer English as a Second Language (ESL) courses. Law enforcement officers will participate in these courses, providing a platform to engage with the immigrant community and understand their needs better.

The initiative also aims to offer independent courses covering various topics pertinent to the immigrant population, such as traffic laws, immigration law, mental health resources, and civic participation. These courses will utilize existing resources like the "Helpful Information" document and a bilingual Immigration Law guide commissioned by the City of Whitewater. Importantly, the curriculum will be developed in consultation with the immigrant community to address their specific needs and concerns.

2. **Trust-Building Initiatives:** Building trust within the immigrant community is crucial for effective law enforcement. This initiative involves meeting immigrants in non-threatening environments, such as

places of worship and community centers. Officers will regularly visit St. Patrick’s Catholic Church and other locations where immigrants gather, offering a presence that is supportive rather than enforcement-focused.

Collaboration with local organizations such as Whitewater Unites Lives and The Community Space will also be key. Officers will participate in meetings and activities organized by these groups, providing a law enforcement perspective and building relationships over time. The goal is to establish a “Community Watch” group, empowering immigrants to report crimes and suspicious activities, thereby fostering a sense of safety and cooperation.

3. **Technological Enhancements:** Improving communication technology is essential to bridge the gap between law enforcement and the immigrant population. This initiative involves testing various language interpretation services, such as Propio, Language Line, Google Translate, and Worldwide Tech Connections, to find the most effective solutions for both officers and immigrants.

Beyond direct communication, the initiative aims to make public information more accessible. This includes providing materials in multiple formats, such as written documents and recorded videos, and ensuring non-native English speakers can participate in local government. This will be achieved by utilizing technology that facilitates involvement in public meetings, including Police and Fire Commission meetings.

Long-Term Strategy: The long-term strategy involves continuous engagement with community groups and relevant agencies to adapt and refine our approach based on evolving needs. Annual reviews of crime statistics and community feedback will help assess the effectiveness of our initiatives and guide future adjustments.

To ensure sustained impact, the City of Whitewater has several ongoing efforts. Senator Tammy Baldwin’s office is working on an appropriation request for an Immigration Liaison position for 2025. Additionally, Fitch and Associates have been commissioned to complete an organizational workload study for the police department. This study will provide recommendations on long-term staffing needs and best practices, informing community stakeholders and preparing for a potential public safety referendum.

Expected Outcomes: These initiatives aim to build legitimacy and trust in our department, making Whitewater safer for all residents. By fostering positive relationships and improving communication, we expect to see several benefits:

- **Enhanced Trust and Cooperation:** Building trust through consistent, positive interactions will encourage immigrants to cooperate with law enforcement, leading to more effective policing and community safety.
- **Improved Communication:** Enhanced technological capabilities and educational initiatives will bridge communication gaps, making it easier for immigrants to understand local laws and for officers to understand immigrants’ cultural contexts.
- **Reduced Crime and Disorder:** With better communication and trust, we expect a decrease in unlicensed driving and other issues, improving overall public safety.
- **Stronger Community Engagement:** Educational and trust-building initiatives will empower immigrants to participate more actively in the community, fostering a sense of belonging and mutual respect.

- **Sustained Impact:** The long-term strategy ensures that these efforts are not just temporary fixes but are integrated into the fabric of Whitewater’s community policing approach, with continuous evaluation and adaptation.

Implementation Plan

1. Initial Setup and Staffing

- **Hiring Additional Staff:** Secure funding to hire three additional sworn officers dedicated to community policing.
- **Training:** Provide cultural competency training for all officers, focusing on understanding the immigrant community’s unique needs and challenges.

2. Educational Partnerships

- **Collaborate with Educational Institutions:** Partner with local schools and organizations to develop and deliver educational programs for immigrants and officers.
- **Develop Curriculum:** Work with community leaders to create relevant courses covering local laws, resources, and cultural awareness.

3. Trust-Building Initiatives

- **Engage with Community Groups:** Regularly visit places of worship and community centers to build relationships with the immigrant community.
- **Participate in Community Activities:** Involve officers in events and meetings organized by local organizations to foster trust and cooperation.

4. Technological Enhancements

- **Test Communication Tools:** Evaluate various language interpretation services to find the best fit for the community and law enforcement.
- **Disseminate Information:** Ensure public information is accessible in multiple languages and formats, and enhance capabilities for non-native English speakers to participate in local government.

5. Monitoring and Evaluation

- **Annual Reviews:** Conduct annual reviews of crime statistics and gather community feedback to assess the effectiveness of initiatives.
- **Adjust Strategies:** Based on the reviews, make necessary adjustments to strategies and initiatives to ensure continuous improvement.

Collaboration and Consultation: Throughout the implementation process, we will maintain close consultation with community groups, private and public agencies, and other stakeholders. Regular meetings and feedback sessions will ensure that our approach remains responsive to the community’s needs.

Conclusion: The City of Whitewater’s plan to reorient its law enforcement mission towards community-oriented policing through educational partnerships, trust-building initiatives, and technological enhancements aims to address the unique challenges posed by the recent demographic changes. These strategies will build trust and legitimacy in our department, making Whitewater safer for all residents. With a long-term commitment to these initiatives and continuous engagement with the community, we

believe this approach will have lasting positive impacts, fostering a more inclusive and cooperative environment for years to come.



Council Agenda Item

Meeting Date:	October 15, 2024
Agenda Item:	Utility Billing Contract
Staff Contact (name, email, phone):	Rachelle Blitch, rblitch@whitewater-wi.gov , 262-473-1380

BACKGROUND

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

We have considered the option of outsourcing utility billing as a strategic cost-saving measure. While the Utility Clerk would continue to process the bills, a third party would manage the printing and mailing. Although the immediate financial savings may be modest, this change would free up approximately eight hours each month. This additional time can be redirected toward cross-training and exploring other opportunities to improve operational efficiency, ultimately benefiting the department in the long run.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

FINANCIAL IMPACT

(If none, state N/A)

The direct cost savings would be approximately \$3,000 per year.

STAFF RECOMMENDATION

It is staff's recommendation to move forward with outsourcing the utility billing process. While the immediate cost savings is minor, the long-term benefits of improved workflow and resource allocation make this a prudent decision for the department.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Cost Analysis
2. Billing Contract

	<u>Items/Order</u>	<u>Order Cost</u>	<u>Per Item</u>	<u># of items</u>	<u>B&W</u>
Forms-Post Cards	45,000	2,670.64	0.0593	2863	169.91
Printing BW	3	0.0039	0.0013	2973	3.86
Forms-ACH	5,000	396.80	0.0794	110	8.73
Envelopes-LL	6,000	1,114.27	0.1857	82	15.23
Envelopes-LL			0.1216	7	0.85
Envelopes-ACH	10,000	797.19	0.0797	110	8.77
Postage-Bulk			0.4350	2072	901.32
Postage-LL			0.7300	82	59.86
Postage-LL			16.4500	1	16.45
Postage-ACH			0.7300	110	80.30
Postage-OT			0.5600	122	68.32
Presort Permit/Year			350.0000	8.33%	29.17
Hours/Marc			30.55	8	244.40
				Our Cost	1,607.17
				Bayside Cost	1,343.54
				Monthly Savings/(cost)	263.64
				Yearly Savings/(cost)	3,163.62

3 Year Service Agreement

Primadata/Bayside Printing/City of Whitewater

Date: 12-1-2024

Project Name: **Utility Bills**

Primadata, LLC and Bayside Printing, LLC (collectively, “Service Provider”) will supply the **City of Whitewater** (“Customer”) will accept exclusively from Service Provider all of the Service Items listed in the text of this Agreement. Customer agrees to pay Service Provider for all services rendered on a net thirty (30) basis. Customer warrants that it is not subject to any existing Agreement for the processing services described within this Agreement. Service Provider guarantees that it will provide print and mail services based on services described within the contents of the Agreement.

Customer agrees and acknowledges the following as an Agreement to services rendered for the period of three (3) years with a one (1) year auto renewal option. Sixty (60) day prior notice is required for forfeiture of one (1) year auto renewal option. If Customer believes Service Provider has consistently failed to provide quality of goods and services as described within the Agreement, Customer may terminate this Agreement without penalty provided that Customer first gives Service Provider written notice detailing such service deficiencies and if Service Provider fails to resolve such deficiencies within sixty (60) days after notice. If Customer terminates the Agreement for reasons other than service deficiencies, the penalty is \$95.00/month for any remaining months left on the Agreement. Customer concerns shall be presumed resolved unless Customer gives Service Provider a second written notice detailing the continuing deficiencies within ten (10) days after the expiration of such sixty (60) day resolution period. Customer may then cancel this Agreement provided that all previous balances due to Service Provider are paid, for all services rendered

Service Provider assumes there will be one (1) mail stream, with no splits, multiple mail groups, or stock changes. The quoted statements would be a **Monthly** statement run and is requiring a three (3) year processing commitment between all Parties.

Service Provider will invoice this project on a **Monthly** basis. The full scope of work is laid out below and priced according to the previously received quote from Service Provider. In addition, the attached Implementation Plan (Schedule A) has additional job specs and details.

Scope of Work

<u>Item</u>	<u>Description</u>
Acct # 2828 PROCESSING Utility Bills Monthly	SETUP/PRINT/TRIM/SORT/MAIL Print 1/1 on 10pt C2S with Perf, Trim to 4.25” x 6”
Delivery Service	First Class Presort Mail Electronic submission of Paperwork & Deliver to Post Office

<u>Item</u>	<u>Price / Description</u>
Initial One Time Setup	\$1,625.00 (Waived with signed Agreement)
Statement Page 1	\$0.1105/each (1/1) – base on 2,900 records The unit price per record could vary depending on the quantity not dropping below 2,500 or exceeding 3,500 records.
Additional Images	\$0.04 Black \$0.08 Color/image – Image is each side of the sheet of paper
Flat	\$0.71/each – Additional cost per piece of 9x12 (includes the cost of envelope)
PDF Images	\$0.02 /image – PDF images supplied back via FTP
Inserting - Service	\$0.00 /each – based on 0.00 records.
Inserting - Printing	To be quoted at time of production
Postage	Postage as incurred and invoiced separately, requires postage account to be setup.

Optional Services

Messages (On-serts)	\$0.00/each (as long as message fits message area)
No Mails	\$ 0.00 /run
Special Pulls	\$ 0.00 /run

Notes

- 1) Optional Services are not included in the total cost.
- 2) As of July 1 1998, all addresses on any discount rate first class mail must have been exposed to NCOA updating or ancillary endorsement readings on the outer front read area of the mailing envelopes.
- 3) Any provided stock must be pre-authorized to meet equipment specifications.
- 4) Any developmental program work not listed in the specifications or the quote, but necessary for the job, will be billed accordingly. Programming services for calculation and lookup tables, custom reports multiple versions, author changes, non-standard data, etc. are charged at \$175.00 per hour.
- 5) Postage prices are subject to change according to USPS.
- 6) In the event that cost of materials increases by at least 6% during the duration of the agreement, Service Provider reserves the right to review pricing and discuss any potential needed price adjustments with Customer.

Production schedules

Production schedules will be established and followed by both the Customer and Service Provider. In the event that production schedules are not adhered to by the Customer, delivery dates will be subject to renegotiations. There will be no liability or penalty for delivery due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the Service Provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

Alterations/Corrections

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the Service Provider's current rates.

Customer Furnished Materials

Materials furnished by Customer or their suppliers are verified by delivery tickets. The Service Provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the Service Provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the Customer must be usable by the Service Provider without alteration or repair. Items not meeting this requirement will be repaired by the Customer, or by the Service Provider at the Service Provider's current rates.

Outside Purchases

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer, are chargeable.

Terms/Claims/Liens

Payment is net thirty (30) calendar days from date of invoice. Claims for defects, damages or shortages must be made by the Customer in writing no later than ten (10) calendar days after services are rendered. If no such claim is made, the Service Provider and the Customer will understand that the job has been accepted. Postage invoices will be sent by Service Provider after each mailing. Payment terms for postage invoices is "due on receipt".

Personal or Economic Rights

The Customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The Customer will, at the Customer's sole expense, promptly and thoroughly defend the Service Provider in all legal actions on these grounds as long as the Service Provider:

- Promptly notifies the Customer of the legal action.
- Gives the Customer reasonable time to undertake and conduct a defense.

The Service Provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

Storage/Warehousing

The Service Provider will retain tangible paper materials until the related end product has been accepted by the Customer. The Service Provider is not liable for any loss or damage to stored material beyond what is recoverable by the Service Provider's fire and extended insurance coverage. Any unused tangible paper materials will be returned to Customer, at Customer's expense, or destroyed upon termination of the Agreement.

Security

Services included in this Agreement may or may not involve the transfer of nonpublic personal information between the Parties. This information is the property of Customer and will be used only for the purposes set forth in this Agreement. All information will be rendered with a high degree of care to protect the security, integrity and confidentiality of the information. All

information will either be returned to Customer or destroyed (not retained) upon completion of the work or, in any event, upon termination of the Agreement.

Under some limited circumstances, the further transfer of information may be needed to accomplish the purposes for which Customer has contracted Service Provider. If a transfer of the information by Service Provider to a third party is required and permitted, Service Provider agrees that:

- a. Customer is not a party to the Agreement with the third party.
- b. Service Provider will use caution and prudence in the selection of responsible third parties as permitted under this term.
- c. Service Provider will obtain an Agreement from the third party it selects that the third party will use a high degree of care to protect the security, integrity and confidentiality of the information, use the information only for the purposes agreed upon, not transfer the information further, return or destroy the information to Service Provider upon either the completion of the work, or in any event, not later than the termination of the Agreement for services.

Any and all information disclosed by Customer shall be deemed to be confidential information. Service Provider shall not use Customer information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Customer information to any third party person without the prior written consent of Customer. Service Provider shall not make Customer information available to any employees, contractors, or agents of Service Provider except those with a need to know. Service Provider shall implement appropriate measures to ensure the security and confidentiality of all Customer information in its possession from time to time, including protecting against any anticipated threats or hazards to the security or integrity of the Customer information. Upon written and reasonable notice from Customer to Service Provider, Service Provider will provide access to Service Provider premises during regular business hours to audit compliance with this section. Upon written request from Customer, Service Provider shall supply, from time to time, written certification of compliance with this section. Service Provider agrees to take appropriate action for all security breaches, including but not limited to, incidents of unauthorized access to or misuse of any Non-Public Personal Information (as these terms are defined in the Privacy Regulations issued pursuant to the Gramm-Leach-Bliley Act), and shall notify Customer of any such security breach immediately, not to exceed twenty four (24) hours from time of discovery. In addition, Service Provider agrees to observe applicable state and federal law in the use and retention of confidential information. The Parties agree that this is a material term of the Agreement.

Liability

The Service Provider's liability will be limited to the replacement of, and postage for, any errors in printing, storing, sorting and mailing of statements or loss of inserts to the statements. The loss of Private Member Data due to a breach, whether internal or external, can cause severe reputation damage to both the Service Provider and the Customer. Service Provider will maintain Cyber Liability insurance coverage in the amount of at least \$1,000,000 to aid in rectifying and repairing member and Customer confidence. To help limit the effects of a breach, Service Provider will remove all Customer's data from their systems (including backup systems) within one hundred twenty (120) days of mailing of the statements. This includes data files and all files generated for each specific print job. Customer retains the right to audit Service Provider with twenty four (24) hour notice to determine compliance with this provision. Service Provider and Customer agree to notify each other in a timely manner should either become aware of a data breach.

Limitation of Liability with Respect to Customer

Notwithstanding any other article herein to the contrary, this Agreement shall not be construed in any way so as to waive the Customer's immunity from liability and/or limitation of damages as set forth within any Federal, State, or local statute, ordinance, rule or regulation including, but not limited to, the limits of liability, and statute of limitations, as set forth within Section 893.80 through 893.82 of the Wisconsin State Statutes.

Indemnification

The Customer agrees to indemnify and hold harmless Service Provider for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving work produced from data provided by Customer. Service Provider must notify Customer of any such action within five (5) business days of knowledge of such action. Service Provider agrees to indemnify and hold harmless Customer for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving software, processes and machinery used in the production of documents for Customer.

Dispute Resolution

The Parties will attempt to resolve any dispute or claim arising from or in connection with this Agreement by appropriate internal means, including referral to each Parties senior management. Before either Party may bring any action or other proceeding, such Party will promptly notify the other Party in writing of the dispute or claim. No action will be brought until: (a) the respective key personnel for each Party conduct a study of the dispute or claim; (b) a meeting between the Parties, including at least one representative of senior management, is held at a mutually convenient time and place as soon as practicable to try to resolve the dispute; and (c) if after such meeting takes place, one of the Parties sends a letter to the other stating it is unable to resolve the matter in dispute. Thereafter, the Parties may, by mutual consent, seek to resolve any disputes by the use of mediation and/or binding or non-binding arbitration. Unless the Parties agree otherwise in writing, neither Party waives its right to seek the remedies otherwise available to it under this Agreement by pursuing alternative dispute resolution such as mediation or arbitration.

Recognition B: Parties of Adequacy of Terms of Agreement

The Parties agree that their negotiations have led each Party to an understanding of the business needs and requirements of the other Party in connection with the services to be provided under this Agreement. Each of the Parties acknowledges that the terms of this Agreement adequately define and provide for its business needs and requirements in connection with the services to be provided under this Agreement.

Relationship of the Parties

No employment, partnership, or agency relationship or joint venture is created by reason of this Agreement. Neither Party is authorized to bind the other to any Agreement or contract with any third party.

Assignment Agreement for Benefit of Parties Only

This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their successors and permitted assigns. Notwithstanding the above, neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and permitted assigns.

Entire Agreement: Amendment: Waiver

Each of the Parties acknowledges that it has reviewed this Agreement and understands its terms and conditions. This Agreement (including the Attachments) represents the complete understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all previous representations, statements, or promises, whether verbal or in writing. The Parties specifically affirm the limitations in respect of warranties and remedies set forth in this Agreement and agree that no other warranties or promises have been made except for such express warranties made. This Agreement may not be modified, altered, amended, or changed except by mutual agreement of the Parties in writing. No failure by either Party to insist upon strict performance of any term of this Agreement will act as a waiver of such Parties right to upon strict performance of such term at a later time or to insist upon strict performance of any other term of this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin as if it were negotiated, executed and performed entirely within the State of Wisconsin. The jurisdiction and venue for any dispute under this agreement shall be the circuit court for Brown County, State of Wisconsin.

Notices

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective when delivered to the addresses for the Parties set forth in the first paragraph of this Agreement by hand or by a nationally recognized overnight courier services (costs prepaid).

Counterparts: Electronic Signatures

This Agreement may be executed in any number of counterparts, and each shall be deemed an original with all such counterparts constituting one and the same instrument. A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

City of Whitewater

By: _____

Print Name: _____

Title: _____

Date: _____

Primadata, LLC

By: _____

Print Name: Steve Hurning

Title: CFO

Date: 12-1-2024

Bayside Printing LLC

By: _____

Print Name: Michelle Jossie

Title: OWNER

Date: 12-1-2024



Council Agenda Item

Meeting Date:	October 15, 2024
Agenda Item:	Fire/EMS Billing Contract
Staff Contact (name, email, phone):	Rachelle Blitch, rblitch@whitewater-wi.gov , 262-473-1380

BACKGROUND

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

We have encountered ongoing challenges with the billing company that manages Fire/EMS services. Both the Comptroller and the EMS Chief have attempted to resolve the issues; however, the same problems continue to arise. Specifically, the company consistently falls behind on billing, requiring the Comptroller and the EMS Chief to step away from their regular responsibilities to follow up and urge them to complete their work, which is causing delays in revenue and affecting cash flow. In response, the Comptroller has reached out to two alternative companies, obtaining quotes, references, and conducting thorough interviews. One company, based in Lake Mills, has received outstanding reviews and provides a cost savings.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

FINANCIAL IMPACT

(If none, state N/A)

The direct cost savings is a difference of 1% which would be approximately \$5,000.

STAFF RECOMMENDATION

It is staff's recommendation to move forward to terminate the current contract with EMSMC as of December 31, 2024 and move to ECP Services, LLC as of January 1, 2025. This allows the City to give the required 60 days' notice to EMSMC and allowing ample time to work with the new vendor to get set up.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Billing Contract

Agreement for Professional Billing Services

This Professional Services Agreement ("Agreement") is entered into effective _____ by and between ECP Services, LLC, a Limited Liability Company (hereinafter "ECP") and the City of Whitewater, DBA: City of Whitewater Fire Department, (Hereinafter "WFD").

WHEREAS, WFD desires to engage ECP to provide certain professional or other billing services described in Exhibit A, attached hereto and incorporated herein by reference ("Services").

NOW THEREFORE, in consideration for the terms and conditions set forth in this Agreement, WFD and ECP agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement:

- (a) "ECP" means ECP Services, LLC, a Wisconsin Limited Liability Company with address of 117 Main St, Suite B, Lake Mills, WI 53551.
- (b) "WFD" means City of Whitewater Fire Department, a Wisconsin municipality operating an ambulance service with address of 312 W Whitewater St, Whitewater, WI 53190.
- (c) "Services" means certain professional or other billing services described in Exhibit A, attached hereto and incorporated herein by reference.

2. **SERVICES TO BE PROVIDED BY CONTRACTOR.** ECP agrees to provide the Services indicated by WFD in Exhibit A to WFD in accordance with the terms and conditions of this Agreement. The Services shall be provided by ECP in accordance with parameters established, including all applicable State and Federal laws, WFD policies, procedures and guidelines relating to the confidentiality of strategic, operational, financial and patient information.

3. **TERMS OF PAYMENT.**

- (a) WFD shall pay ECP for the Services provided hereunder at the rate specified in Exhibit A.
- (b) ECP shall prepare and provide WFD with monthly invoices for ECP's Services hereunder, specifying the date and the services provided by ECP during the previous monthly period. ECP's invoices shall be delivered to WFD electronically to the e-mail address specified by WFD below. All original correspondence will be delivered to WFD at the following address:

City of Whitewater Fire Department
312 W Whitewater St
Whitewater, WI 53190

E-Mail Recipient Address List

kdieter@whitewater-wi.gov

- (c) WFD shall pay ECP's monthly invoices hereunder within thirty (30) calendar days of actual receipt. WFD's payments shall be delivered to ECP in person, made via free Electronic Funds Transfer or mailed to ECP at the following address:

ECP Services, LLC.
PO Box 279
Lake Mills, WI 53551

4. **REGULATORY COMPLIANCE.** In connection with this Agreement, ECP shall comply with all applicable federal and state laws, Joint Commission for the Accreditation of Healthcare Organization accreditation standards, and WFD policies and procedures including:
 - (a) The provision of health care services, and reimbursement under the Medicare and Medicaid Programs;
 - (b) The accreditation of hospitals, ambulatory clinics and health care facilities;
 - (c) All policies, bylaws, rules, and regulations adopted by WFD and its governing boards; and
 - (d) Patient confidentiality and confidentiality of strategic, operational, financial and other information.
5. **PROHIBITED USES.** ECP shall not use WFD's space and equipment for any purpose other than the provision of Services to WFD.
6. **RELATIONSHIP OF PARTIES.** It is understood by the parties that ECP is an independent contractor with respect to WFD, and not an employee of WFD. ECP will provide consulting and other services to WFD as further described in Exhibit A. WFD shall not have or exercise any control over the methods used by ECP to provide Services hereunder; provided, however, that ECP shall ensure that such Services are performed in accordance with standards established by WFD. ECP has no authority to enter into contracts or agreements on behalf of WFD.
7. **TERM; TERMINATION.** This Agreement shall be effective upon approval and execution by ECP and WFD, and shall remain in effect for one (1) year thereafter. This Agreement and all its terms and conditions, without change, will automatically renew for a one (1) year period unless written notice of termination is provided and received by either WFD or ECP effective immediately with cause, or without cause upon thirty (30) days' written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred.
 - (a) WFD incurs no obligations to ECP of any kind prior to the effective date established above, and reserves the right to cancel this Agreement at any time prior to the effective date immediately after notifying ECP.
 - (b) Termination with cause includes, but is not limited to, failure on the part of ECP to provide the services outlined in Exhibit A.
 - (c) Upon termination of this Agreement, all decisions related to transferring billing processes and historical data from ECP to WFD or WFD's selected billing agency are solely at the discretion of WFD.
8. **PROHIBITION AGAINST ASSIGNMENT OF CONTRACT.** This Agreement may not be assigned by either party to any person or entity (other than an affiliate) without the prior written consent of the other party. This Agreement shall be binding upon the parties' successors and assigns.
9. **AUDITS; ACCESS TO BOOKS AND RECORDS.** WFD will have the reasonable right to audit the books and records of ECP related to the services provided under this Agreement. If Section 952 of the Omnibus Budget Reconciliation Act of 1980 and the regulations promulgated thereunder are applicable to this Agreement, ECP shall, until four years after the expiration of this Agreement, comply with all requests by the

Comptroller General of the United States, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access to this Agreement and to ECP's books, documents and records necessary to verify the nature and extent of the costs of the Services provided hereunder. Such access shall be requested in accordance with section 952.

10. **SEVERABILITY.** If any provisions in this Agreement are determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect to govern the parties' conduct and relationship.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the parties relating to their relationship as to matters covered by this Agreement, and supersedes all prior understandings, representations and agreements relating thereto. This Agreement may not be amended except pursuant to a written agreement signed by both parties.
12. **NONWAIVER OF RIGHTS.** No failure by a party to insist upon the strict performance of any term in this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term or breach. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach.
13. **NOTICES.** Any notice hereunder shall be effective upon mailing by certified mail, return receipt requested, and addressed to the other party at the following address or such other address as may be specified pursuant to a notice properly given:

(a) **Notices to WFD:**

City of Whitewater Fire Department
312 W Whitewater St.
Whitewater, WI 53115

With a copy to:

(b) **Notices to ECP:**

ECP Services, LLC.
117 Main St, Suite B
Lake Mills, WI 53551

14. **AMENDMENTS:** Should any party desire any modifications to this Agreement, these modifications shall be negotiated between the parties and set in writing. Should the parties fail to agree to such modifications, this Agreement shall remain in full force and effect.
15. **EQUIPMENT; TOOLS; MATERIALS; SUPPLIES.** If necessary, WFD shall provide ECP with equipment, materials and supplies, as further described in Exhibit A.
16. **WARRANTIES AND REPRESENTATIONS.** ECP hereby warrants and represents that:

- (a) ECP is qualified to perform the Services;

- (b) ECP has obtained any and all licenses and permits required by applicable federal, state and local law to perform the Services;
- (c) ECP is an independent contractor, not an employee of WFD or its affiliates;
- (d) ECP is not currently covered, obligated or bound by any covenants not to compete, restrictive covenants or other contractual obligations that would prohibit ECP from entering into this Agreement with WFD.
- (e) ECP is not and has not been excluded from participating in Medicare, Medical Assistance or any other government health programs; and, to ECP's knowledge, there are no pending or threatening governmental investigations that may lead to such exclusion.
- (f) These warranties and representations shall survive the execution of this Agreement.

17. **INDEMNITY AND HOLD HARMLESS.** ECP hereby indemnifies and holds WFD harmless from, against and in respect of any and all loss, liability, expense or damage suffered or incurred by WFD by reason of any untrue representation, breach of warranty or nonfulfillment of any agreement by ECP to WFD contained in this Agreement.

18. **INSURANCE.** ECP shall procure and maintain during the term of this Agreement, insurance policies, hereinafter specified. If, for any reason, the insurance coverage required herein lapses, WFD may declare the Agreement null and void as of the date no valid insurance policy was in effect. Certifications of policy renewals shall be furnished to WFD throughout the term of this Agreement. The insurance requirement shall not be construed to conflict with the obligations of ECP in the "Indemnity and Hold Harmless" article above.

- (a) The following insurance will be in effect and continue in effect during the term of the Agreement in not less than the following amounts:
 - i. Worker's Compensation – Statutory – in compliance with the Worker's Compensation Law of the State of Wisconsin.
 - ii. Professional Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) aggregate.
 - iii. General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and Two Million (\$2,000,000.00) aggregate.

19. **PROGRAM LIMITATIONS:** In addition, ECP makes no warranty or representations with respect to any hardware of third-party software and whatever warranty may apply to any hardware of third-party software, if any, is only as expressly stated by the third-party manufacturer, owner or licensor of the hardware of third-party software.

- (a) **DISCLAIMER:** Under no circumstances shall ECP be liable for any lost profits or for any claim or demand of any other person arising out of or in connection with the use of Computer Programs utilized to achieve the scope of services offered, including third party communication (Internet) outages and failures. In no event shall ECP be liable for, punitive or tort damages, even if ECP has been advised of the possibility of such damages.

(b) **CLIENT’S ACTS AND OMISSIONS:** Neither WFD nor ECP are responsible for any acts or omissions of the other party or the other party’s officers and employees.

(c) **DATA NOT PROVIDED BY ECP:** ECP is not responsible for the accuracy of the data provided by WFD or data obtained or available from public or government records or sources of the public domain.

20. **DATA RETENTION.** All records and documents related to the services provided under this Agreement are the property of WFD.

21. **CONFIDENTIALITY AND PRIVACY.** ECP hereby warrants, represents and agrees that all information relating to the Services is confidential and proprietary to WFD, and, as such, may not be used or disclosed to any other person or purpose without WFD’s prior written consent unless expressly mandated by applicable federal, state or local law.

22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any judicial or other action or proceeding arising from or relating to this Agreement shall be brought before Jefferson County Circuit Court.

23. **COUNTERPARTS.** This Agreement may be executed by facsimile and/or in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

24. **CAPTIONS.** The captions used in this Agreement are for convenience only and shall not be used to limit, define or interpret the provisions of this Agreement.

25. **FORCE MAJEURE.** No party to this Agreement shall be responsible for any failure to perform any obligation under this Agreement due to acts of God, strikes, disasters, acts of government or other similar significant disturbances beyond the control of such party. A party subject to such an act of force majeure shall use its best efforts to carry out its obligations under this Agreement and to mitigate any resulting damages.

EXECUTION: The undersigned, by virtue of his/her signature, has reviewed and agrees to all terms and conditions of this agreement, including Exhibit A.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

**City of Whitewater Fire
Department**

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

ECP SERVICES, LLC.

Signature: _____
Printed Name: Galen Perkins
Title: Owner
Date: _____

EXHIBIT A

SCOPE OF SERVICES

Summary

The City of Whitewater Fire Department (WFD) is engaging ECP Services, LLC (ECP) to provide professional billing and revenue cycle management services. As part of that agreement, this Exhibit will define the goals of this service offering and define a scope of services to achieve those objectives.

Project Services

During the term of this Agreement, ECP shall provide WFD with the following Services:

Description of Services

- ECP will enter data from all billable ambulance trips received from WFD into ECP's Billing Software to facilitate the accurate submission of claims to all insurance carriers in electronic or paper format.
- ECP will also submit invoices to facilities and other applicable entities in accordance with a written contract between WFD and the facility or other external entity, where either the contract itself and/or State or Federal Law establishes financial responsibility on the part of the facility or external entity.
- ECP will follow established billing industry guidelines for ambulance services and make reasonable efforts to ensure the services provided by WFD are billed accurately and timely. ECP will bill services rendered by WFD within 5 business days after the incident is sent to ECP for billing.
- Once all insurance coverage is exhausted, ECP will invoice the patient or responsible party who incurred the ambulance charges, followed by a second invoice 30 days later, and 30 days later, a final notice to advise the recipient to remit payment to avoid further collection efforts.
- ECP will assist WFD in establishing a dedicated account for receipt of ambulance billing funds, where the account is controlled by WFD and ECP has access to view transactions and prepare checks. Checks written from this designated account can only be signed by a designated employee of WFD.
- All monies and remittance advices for electronic payments received by ECP on behalf of WFD will be posted to the corresponding accounts on a weekly basis (at minimum), reflecting the exact date the transaction is recorded in the bank account, and deposited to your account via Remote Deposit Capture.
- All mail and correspondence will be processed by ECP in a timely fashion, where ECP will respond, or otherwise take action on the corresponding account, and leave a record in the account of the correspondence.
- ECP will maintain a toll-free number for customer service inquiries, and have available staff from Monday through Friday from 8:00am to 5:00pm Central Standard Time. Any voicemails will be returned within 1 business day.
- Prior to assigning patient accounts to an external collection agency, ECP will utilize paid databases to scrub all primary Self Pay accounts for insurance coverage and respond to all inquiries on the account. ECP will adhere to the process outlined in the Delinquent Account Collection Process below.
- ECP will submit a monthly reporting package to WFD that includes, at a minimum, the Charges, Adjustments, Payments, and Discounts entered during the previous month, as well as an Accounts Receivable aging report.
- ECP shall make any and all payment records available to authorized representatives of WFD for review and auditing purposes within a reasonable timeframe of a request to do so by WFD.

Project Pricing

1. WFD agrees to pay ECP a fee of four and one-half percent (4.5%) of net income deposited into the bank account controlled by WFD and recorded in ECP's Billing Software during the preceding month.
2. Net Income is calculated from all deposits received in WFD's bank account, less any refunds issued for improper or incorrect payments of ambulance services.
3. Failure to pay ECP within 60 days of the monthly bill may result in suspension of services described herein until the amount is paid in full.

Project Requirements

1. WFD is responsible for thoroughly completing each patient care report to ensure compliance with billing and reimbursement requirements established by CMS and the State of Wisconsin. Recommendations for these documentation elements are contained herein.
2. ECP will import Patient Care Reporting (PCR) data into ECP's Billing Software and attach any trailing documentation to the associated account.
3. WFD hereby authorizes ECP to effect credit and debit transactions to WFD's designated bank account to facilitate the remote deposit of funds received by ECP, correct any erroneous credit entries, and fulfill any ACH returns arising from transactions covered under this Agreement.
4. WFD will authorize ECP to view transactions in their designated bank account for posting and accounting purposes.
5. WFD will establish written contracts with any facilities, EMS agencies or other external entities who may be financially responsible for ambulance services provided by WFD.
6. WFD will provide any necessary contact information for personnel at their organization to carry out business functions, such as adjudicating disputes, resolving overpayments or providing additional documentation as necessary. WFD will keep ECP abreast of any changes in contact information throughout the term of the agreement.
7. WFD and ECP will establish a process for Release of Information with regard to requests for clinical data created by WFD. Any fees collected for Release of Information will be retained by the party that fulfilled the request. Any information releases will be handled in accordance with the agreed upon Business Associate Agreement and internal policies of WFD.
8. WFD will notify ECP of any changes to their billing policies, fee schedule or any other information that may affect the billing processes of ECP within a reasonable timeframe.

Delinquent Account Collection Process

- WFD will enter into a separate agreement with a collection agency of their choice.
- ECP will prepare a report of past due balances to be reviewed by WFD prior to submission to WFD's collection agency.
- Past due accounts will be written off as Collection Agency Bad Debt, and submitted to WFD's collection agency.

Delinquent Account Payment Reporting

- Payments collected by WFD's Collection Agency will be remitted directly to WFD with no involvement or reporting on the part of ECP.
- ECP will maintain communication with WFD's Collection Agency in order to place new accounts for collections and follow up on insurance or liability claim inquiries arising from any collection activities.
- Unless expressly authorized otherwise by WFD in writing, ECP shall take reasonable measures to minimize payments recorded in the billing software on accounts assigned to WFD's Collection Agency.

Essential Documentation Elements

Effective documentation of the patient encounter requires complete and accurate elements as described below:

1. Patient Care Report (PCR)

- a. Demographic information (Name, Address, Date of Birth, Social Security Number)
- b. Transport Origin and Destination information.
- c. Accurately record times of transport events.
- d. Odometer (or trip odometer) mileage while patient is loaded in the ambulance.
- e. What information was available at the time of Dispatch?
 - i. Why were you called?
 - ii. Patient's condition?
 - iii. Dispatch Level?
- f. Patient's Chief Complaint.
- g. Past pertinent history related to this encounter.
- h. Signs and symptoms at the time of transport, including specific location, onset and severity.
- i. Describe why the transport, and any medical services rendered during the transport, are medically necessary.
- j. If an ALS unit was specifically requested for the encounter, indicate why in the narrative, and describe if there was a level of service downgrade on scene, and why.
- k. Crew member names and levels of licensure.
- l. Patient Care Report must be signed or have accompanying medical record sheet with a crew member signature.

2. Beneficiary Signature Form

- a. CMS/Insurance Signature Authorization form must be signed by patient unless they are physically or mentally incapable of signing.
 - i. Unavailable due to being treated by hospital, or isolation precautions do not qualify. If the patient is physically and mentally capable of signing, another representative's signature cannot be used on the form.
- b. If the patient is incapable of signing:
 - i. Authorized Representative can sign, or...
 - ii. Crewmember can sign with accompanying facility representative signature or hospital record.

3. Physician Certification Statement (PCS)

- a. Required for non-emergency transports.
- b. Must support medical necessity for the transport.
- c. Requires legible physician or authorized health care professional signature (needs to be accompanied by printed name).

4. Other Recommended Documents

- a. Hospital Registration Sheet / Face Sheet with demographic & insurance information.
- b. Billing Sheet documenting use of billable disposable supplies.
- c. Contemporaneous Medical Records (transfer summaries, nursing notes, etc).

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective _____, by and between the City of Whitewater (DBA: City of Whitewater Fire Department), hereinafter referred to as "Covered Entity", and ECP Services, LLC, hereinafter referred to as "Business Associate".

1. **Term.** This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.
2. **HIPAA Assurances.** In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:
 - a. Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
 - b. Not use or further disclose the PHI, except as permitted by law;
 - c. Not use or further disclose the PHI in a manner that, had the Covered Entity done so, would violate the requirements of HIPAA;
 - d. Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
 - e. Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
 - f. Report promptly to Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
 - g. Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
 - h. Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
 - i. Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include:
 - i. dates of disclosure,
 - ii. names of the entities or persons who received the PHI,
 - iii. a brief description of the PHI disclosed, and
 - iv. a brief statement of the purpose and basis of such disclosure;
 - j. Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and
 - k. Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

3. **Termination Upon Breach of Provisions.** Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.
4. **Return or Destruction of Protected Health Information upon Termination.** Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.
5. **No Third-Party Beneficiaries.** The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.
6. **De-Identified Data.** Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.
7. **Amendment.** Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.
8. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.
9. **Definitions.** Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.
10. **Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

City of Whitewater Fire Department

Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

BUSINESS ASSOCIATE:

ECP SERVICES, LLC

Signature: _____

Printed Name/Title: Galen Perkins / Owner

Date: _____



Council Agenda Item

Meeting Date:	October 15, 2024
Agenda Item:	Agreement with Self Fund Health
Staff Contact (name, email, phone):	Sara Marquardt, smarquardt@whitewater-wi.gov , 262-473-1387

BACKGROUND

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

Self Fund Health has been identified as the optimal health insurance option for City of Whitewater employees. This plan offers coverage similar to the previous State Plan, access to the largest provider network, substantial cost savings for both employees and the City, and unique employee savings opportunities—including zero-cost options and Lifestyle Accounts — that were not available under the State Plan.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

September 17, 2024: The Common Council unanimously approved the resolution to withdraw from the Wisconsin Public Employer’s Group Health Program and explore alternative health insurance options.

FINANCIAL IMPACT

(If none, state N/A)

Annual budget savings have been projected at \$320,366. Annual employee premium savings range from \$258 to \$880 for single coverage and \$712 to \$2,266 for family coverage.

STAFF RECOMMENDATION

Staff recommends approval of the agreement between the City of Whitewater and Carebot Health, Inc. (d/b/a Self Fund Health) for the development, implementation and administration of its health benefit plan. The City Attorney has reviewed the agreement and reported no issues. Additionally, staff is seeking authorization and direction to execute the necessary documents related to the health plan change.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Agreement between City of Whitewater and Carebot Health



SELF FUND HEALTH Administrative Services Agreement

Customer: City of Whitewater

Date prepared: 09/26/2024

Customer Address: 312 W. Whitewater St., Whitewater, WI 53190

Prepared by: Jacinta Maciel

This Administrative Services Agreement (this “Agreement”) is made between Carebot Health, Inc. (d/b/a Self Fund Health), with an address of 2747 Prairie Circle, Verona, WI 53593 [AKA] (“Self Fund”), and the sponsoring customer listed above (“Plan Sponsor”), with the address listed above. Together, Self Fund and Plan Sponsor will be referred to in this Agreement as the “Parties”. Plan Sponsor and Self Fund agree as follows:

1. Introduction – Plan Sponsor is interested in engaging Self Fund to help develop, implement and administer its self-funded health benefit plan (the “Plan”) for its employees (“Plan Members”) as described in one or more Schedules attached to this Agreement, and Self Fund agrees to provide its Services according to the terms of this Agreement.
2. Description of the Services. During the Term of this Agreement, Self Fund shall provide and perform the services, functions, and responsibilities identified in this Agreement and as set forth in the Schedules attached to this Agreement. The responsibilities of the parties set forth in the Schedules are in addition to any responsibilities set forth in this Agreement. Schedules are incorporated into and made a part of this Agreement. If there are any inconsistencies between this Agreement and a Schedule, this Agreement will take precedent unless the Schedule specifically requires a different result. The Parties may agree at any time in writing to add new or change existing Schedules. Additional services will be provided only upon the mutual agreement of the Parties, as evidenced by the parties entering into an amendment to this Agreement or to any applicable Schedules.
3. Miscellaneous. This Agreement, together with all exhibits and fully-executed Schedules, is the entire agreement between the Parties regarding its subject matter and supersedes prior or contemporaneous representations or agreements about such matters. This Agreement may not be modified except by a written agreement signed by the parties. Each signatory below represents he or she is authorized to bind the party indicated to this Agreement. This Agreement may be signed in counterparts, and original signatures sent and received electronically (e.g., by email with PDF attached or by DocuSign) are binding.

THE “EFFECTIVE DATE” OF THIS AGREEMENT IS THE EXECUTION DATE INDICATED BY OUR SIGNATURE BELOW.

CITY OF WHITEWATER

SELF FUND HEALTH, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The terms offered under this Agreement will expire if you have not returned an executed copy to us within 60 days of the “Date prepared” shown above.

ADMINISTRATIVE SERVICES AGREEMENT – SELF FUND HEALTH

1. General Conditions.

- a. *Services Provided by Self Fund.* Self Fund agrees to provide the Services pursuant to the terms and conditions of this Agreement together with any Schedules attached to this Agreement. Self Fund shall have non-discretionary authority to act in a ministerial capacity for the proper management and administration of any Plan. Any function not expressly delegated by Plan Sponsor and agreed to be assumed by Self Fund in writing pursuant to this Agreement shall remain the sole responsibility of the Plan Sponsor.
- b. *Access to Self Fund Tools.* During the Term (as defined below), Plan Sponsor and/or Plan Members may be granted access to use Self Fund's web-based tools and technology (the "Self Fund Tools") to perform certain functions (such as finding and selecting direct primary care providers, obtaining referrals to specialist providers, or setting up SMS reminders). Self Fund retains all rights, title and interest in and to the Self Fund Tools, including without limitation any software included in and used to provide the Self Fund Tools and all logos and trademarks reproduced through the Self Fund Tools. This Agreement does not grant Plan Sponsor any right to reproduce, modify or create derivative works, distribute, or publicly display or perform the software included in the Self Fund Tools, or any other right to the Self Fund Tools not specifically set forth herein.
- c. *Care and Diligence.* Self Fund shall perform the Services exercising reasonable care and diligence in a manner that other similarly situated prudent service providers in the same industry performing the same services would exercise. Self Fund shall not be considered in breach of this Agreement if Self Fund refuses to perform services generally required under this Agreement if the manner in which Plan Sponsor desires such Services to be performed requires material changes to Self Fund's existing standard operating procedures or that are not in accordance with applicable law. If a claim adjudication error should be discovered, Self Fund shall use diligent efforts toward the recovery of any loss therefrom provided the error exceeds fifty dollars (\$50.00). However, Self Fund shall not be required to initiate legal proceedings for any such recovery and shall have no liability for such errors provided such errors are reasonable, in good faith, and within acceptable industry standards.
- d. *Recordkeeping.* Self Fund will establish and maintain a recordkeeping system pertaining to the Services. All such records shall be available for inspection by the Plan Sponsor at any time during normal business hours, upon reasonable prior notice to Self Fund. Self Fund will maintain records and information for a minimum period of seven (7) years from termination of this Agreement, or such other, longer period of time as may be required by applicable law.
- e. *Plan Documents.* Plan Sponsor will collaborate in good faith with Self Fund and its designees (including but not limited to the Plan Broker of Record ("BOR") on the creation of necessary documents and forms related to administration of the

- Plan(s) for which Self Fund provides related Services under this Agreement. For the avoidance of doubt, the Plan Sponsor understands that it is the Plan Sponsor's responsibility to ensure that all Plan documents and forms, including any documents or forms describing the Plan provided to Plan Sponsor by Self Fund in accordance with this Agreement, comply with the applicable laws and regulations. Self Fund shall not have the power or authority to alter, modify, or waive any terms of the Plan(s). The Plan Sponsor shall be solely responsible for furnishing copies of plan-related documents to Plan Members and others, as may be required by law or otherwise. This includes, but is not limited to, copies of Plan Documents, Summary Plan Description, Summary of Benefits and Coverage, Summary of Material Modifications, required annual reports, notices and collective bargaining agreements.
- f. *Accuracy of Communications.* Self Fund will be entitled to rely upon any written or oral communication from the Plan Sponsor, its designated employees, broker, agents, or authorized representatives. Self Fund shall designate an account manager to work directly with the Plan Sponsor on issues related to the Services and this Agreement. The Plan Sponsor shall designate a contact person or persons that Self Fund can work with on issues related to the Services and this Agreement.
 - g. *Plan Sponsor Bankruptcy.* Notwithstanding any other provision of this Agreement, in the event of the filing by or against the Plan Sponsor of a petition for relief under the Federal Bankruptcy Code or any analogous state bankruptcy or receivership law, Self Fund shall have the right to suspend the payment of Claims or Eligible Expenses unless and until an order is obtained from the bankruptcy court in form and substance acceptable to Self Fund, authorizing such payment, and the Plan Sponsor has deposited the funds necessary to pay such Claims or Eligible Expenses in full. "Claim" shall mean payment of any written or electronic request received by Self Fund for payment of an Eligible Expense. "Eligible Expenses" shall mean the payment of amounts payable for health services or a product used in for the treatment of a medical condition for an eligible individual.
 - h. *Neither a Fiduciary nor an Administrator.* It is understood and agreed that Plan Sponsor is the named Plan Administrator within the meaning of the Internal Revenue Code of 1986 as amended from time to time (the "Code") and the Employee Retirement Income Security Act of 1974 as amended from time to time ("ERISA"), and Self Fund is not and shall not be deemed to be a fiduciary with respect to the Plan. Self Fund shall not be named or considered to be a "Fiduciary" or the "Plan Administrator" for purposes of ERISA. Self Fund is retained under this Agreement to perform solely ministerial functions as described in the Department of Labor regulations under ERISA at 29 CFR 2509.75-8, D-2, and not discretionary functions.
 - i. *Liability for Payment of Plan Benefits.* Except for stop-loss coverage as described elsewhere in this Agreement, Self Fund is not an insurance company and does not provide insurance

ADMINISTRATIVE SERVICES AGREEMENT – SELF FUND HEALTH

coverage to the Plan, the Plan Sponsor, nor any eligible beneficiaries. Plan Sponsor, and not Self Fund is financially responsible for Eligible Expenses or any costs incident to the Plan(s) (together “Plan Benefits”). It is understood and agreed that the Plan Sponsor is responsible for funding Plan Benefits under the Plan(s) and that Self Fund shall not have any duty to use any of its funds for the payment of such Plan Benefits nor for any fees or charges payable for the operation of the Plan(s). Self Fund will have no obligation to arrange for payment of Plan Benefits under the Plan if the Plan Sponsor has not made the requisite funds available to Self Fund in accordance with this Agreement. Self Fund has no duty or obligation to defend any legal action or proceeding brought to recover benefits under the Plan(s) or to initiate any legal action or proceeding to recover reimbursements; however, Self Fund will provide to Plan Sponsor and/or Plan Sponsor’s legal counsel, upon request and subject to any limitations described in this Agreement, any documentation in Self Fund’s possession that may relate to such claim for benefits and/or expenses.

- j. *Stop-loss Coverage.* As a component of the Services offered by Self Fund, Self Fund makes available, at Plan Sponsor’s discretion, Stop-Loss Coverage procured on behalf of Plan Sponsor from a Stop Loss Insurer. Plan Sponsor shall be responsible for the payment of any amounts owed for Stop-Loss Coverage through the Services Fees collected by Self Fund pursuant to any Schedule. If Plan Sponsor declines Stop-Loss Coverage offered through Self Fund, and fails to properly underwrite and/or fails to procure adequate alternative stop loss coverage, Self Fund will in no way be responsible and/or held liable for the consequences thereof.
- k. *Resolving Uncertain Returned Provider Payments.* Self Fund will have authorization to deposit and hold any Plan funds returned by a provider to Self Fund for the purpose of attempting to resolve payment uncertainty with provider. All funds will be accounted for separately and, if the resolution resolves with a payment due to the Plan Sponsor, returned promptly to the Plan Sponsor.
- l. *TPA Services.* Self Fund will either perform, or arrange for the performance of all functions as specifically delineated as Self Fund functions within this agreement and any related Schedules.
- m. *HIPAA Compliance.* To ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the parties agree to execute the attached Business Associate Agreement.

2. Plan Sponsor Obligations.

- a. *Establishment of a Plan.* Each Plan administered by Self Fund on behalf of Plan Sponsor pursuant to this Agreement will be detailed in a Schedule attached to this Agreement. Plan Sponsor retains ultimate discretionary authority of and for the Plan and is solely responsible for and shall establish, maintain, and appropriately fund the Plan, except to the extent that

certain “ministerial functions” are delegated to in this Agreement and any Schedule. Plan Sponsor shall be solely responsible for notifying Self Fund in the event that updates or amendments to the Plan are necessary to ensure compliance with applicable law. Plan Sponsor understands that it is its responsibility to pay any fee or penalty arising from the Plan that is assessed by the Internal Revenue Service, the Department of Labor, and/or other federal or state governmental agencies. In the event that an amendment or modification to the Plan is required to comply with applicable law, the effective date of such changes shall be on a date selected by the Plan Sponsor after notification to Self Fund, or a date that reasonably permits Self Fund to make needed systems or procedural changes to accommodate the Plan change, whichever is longer.

- b. *Reporting, Notice, or Disclosure Requirements.* Plan Sponsor shall be responsible for all required reporting, notices, and disclosures to participants or regulatory agencies. The Plan Sponsor is responsible for complying with all delivery requirements for any reporting, notice or disclosure requirements.
- c. *Banking.* Plan Sponsor shall maintain a bank account for the purpose of paying Service Fees, in a financial institution mutually agreed upon by the Plan Sponsor and Self Fund. Said account will be used by Self Fund and/or its designees (including, but not limited to the chosen Plan Third-Party Administrator (“TPA”) for the payment of Service Fees, and other claims and expenses of the Plan. Plan Sponsor shall have absolute authority with respect to any Plan assets, and Self Fund shall neither have nor be deemed to exercise any discretion, control or authority with respect to any Plan assets.
- d. *Enrollment.* The Plan Sponsor agrees to furnish Self Fund with such information as may be necessary or reasonably required to perform the Services, including but not limited to all necessary Plan Member enrollment information. Plan Sponsor is responsible for verifying the accuracy of eligibility. Such information must be provided by Plan Sponsor in a format mutually agreed upon by the parties and in a timely manner that will allow Self Fund to provide the Services in accordance with this Agreement.
- e. *Change of Status or Termination of Plan Members.* Plan Sponsor shall provide regular updates of any change of status or termination of Plan coverage of Plan Members as soon as reasonably possible, however in no event more than three (3) billing cycles after such change of status or termination. It is the responsibility of the Plan Sponsor to also inform any COBRA Administrator with which it contracts of any change of status or termination of Plan coverage of Plan Members. Self Fund does not perform COBRA administrative services. For purposes of this Agreement, “COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1986 as amended from time to time.
- f. *Interpretation of the Plan.* The Plan Sponsor shall be the final decision maker as to the interpretation of the Plan and as to the payment of Eligible Expenses thereunder. In the event the Plan Sponsor wants Self Fund to make an exception to the Plan, the Plan Sponsor must notify Self Fund in writing of

ADMINISTRATIVE SERVICES AGREEMENT – SELF FUND HEALTH

exception and in doing so the Plan Sponsor agrees to indemnify and hold harmless Self Fund from any expense, loss, settlement, cost, lawsuit, settlement, penalty, damage, liability, or claim arising out of or resulting from Self Fund's compliance with said directive. The Plan Sponsor is responsible for meeting the Department of Labor's claims regulations and other applicable regulations when exceptions are made to the Plan. The Plan Sponsor understands that making exceptions to the Plan may be a violation of law, result in payment of claims which are not eligible for reimbursement by the stop loss carrier, disqualify the Plan, result in taxability of benefits to the participant, be deemed discriminatory, and/or constitute a breach of agreement with provider networks.

- g. *Claims Settlements for Non-Contracted Providers.* The decision to make a settlement on claims where there is no contract is solely up to the Plan Sponsor. The Plan Sponsor agrees to indemnify and hold harmless Self Fund from any expense, loss, settlement, cost, lawsuit, settlement, penalty, damage, liability, or claim arising out of or resulting from Self Fund's compliance with said directive.
- h. *Cooperation.* Plan Sponsor shall cooperate with Self Fund to the extent reasonably necessary to enable Self Fund to provide the Services in accordance with this Agreement, including without limitation providing Self Fund with any information necessary for Self Fund to provide the Services. Plan Sponsor shall make its books, records, facilities, systems, and personnel relating to its obligations and performance under this Agreement available for review and audit when required by applicable laws or by State or Federal or other regulatory authorities with jurisdiction over Self Fund.
- i. *Insurance and Bond.* Except for Stop-Loss Coverage procured by Self Fund on Plan Sponsor's behalf, Plan Sponsor shall ensure that it has secured appropriate insurance and any bond as may be required by law.
- j. *Non-Discrimination Testing.* Plan Sponsor shall be responsible for any non-discrimination testing required by law for the Plan.

3. Term and Termination.

- a. *Term.* The term of this Agreement will commence on the Effective Date for an initial term of one (1) year from the Effective Date (the "Initial Term"). Following the Initial Term, the parties may mutually agree in writing to renew this Agreement for additional one (1) year periods (each a "Renewal Term"). The Initial Term, collectively along with any subsequent Renewal Term, will constitute the "Term" of this Agreement.
- b. *Renewal Procedure.* Prior to the end of the then current Term, Self Fund will provide Plan Sponsor with either: (i) a written Renewal Amendment which includes an updated Administrative Services Agreement Schedule for the following Renewal Term; or (ii) written acknowledgement that the Administrative Services Agreement Schedule in effect for the then current Term will apply to the following Renewal Term. Either of the foregoing (i) or (ii) will be considered a "Renewal Notice". The Plan will not renew, and the Agreement will

expire upon the end of the then current Term if Plan Sponsor does not execute the Renewal Notice prior to the end of the then current Term of the Agreement.

- c. *Termination for Breach.* A Party may terminate this Agreement at any time by written notice if (i) the other party fails to remedy a material breach within 30 days' written notice, (ii) effective immediately upon written notice if a party's material breach is incapable of cure, or (iii) if either party ceases actively doing business, begins winding up its business, or bankruptcy or insolvency proceedings are begun by or against such party and not promptly dismissed.
- d. *Effect of Termination.* Promptly after the Agreement ends for any reason, each Party agrees that it will return the other Party's Confidential Information. Sections 2(d)-(e), 3, 4(c)-(d), 5, 6, 8, and 9 will survive the expiration or termination of this Agreement.

4. Payments.

- a. *Service Fees.* The service fees paid by the Plan Sponsor or its designee to Self Fund pursuant to this Agreement, as set forth in any applicable Schedule ("Service Fees"): Self Fund Service Fees are intended to: (i) compensate various third-party service providers selected by Plan Sponsor and incorporated into the Plan for services provided to Plan Members; and (ii) compensate Self Fund for its Services. Self Fund reserves the right to change the Service Fees effective upon any renewal with sixty (60) days' notice to Plan Sponsor. Plan Sponsor agrees that upon receipt of a new Schedule A, such new Fee Schedule will amend and supersede all prior applicable Fee Schedules. Notwithstanding the foregoing, Self Fund may adjust the Service Fees any and each time the number of participants enrolled in the Plan decreases by more than ten percent (10%).
- b. *Billing.* Self Fund will provide statements to Plan Sponsor and Plan Sponsor will allow Self Fund and or its designees, including, but not limited to the Plan TPA, to originate payments from Plans Sponsor's account in the amounts set forth in any applicable Plan Schedule. It remains Plan Sponsor's sole obligation to ensure adequate funding is available such that payments originated by Self Fund can be cleared by the Plan Sponsor's bank. Self Fund may, at its own discretion, suspend performance of the Services until adequate funding has been made available. Plan Sponsor will have materially breached this Agreement if any amount owed remains unpaid after being given written notice by Self Fund, or if Plan Sponsor fails to maintain sufficient funds in its bank to allow Self Fund to perform its obligations. Self Fund's remedies under this subsection are cumulative of our its available remedies.
- c. *Taxes.* Except for our income taxes, taxes (e.g., sales, use, excise, and similar taxes) arising out of this Agreement are your responsibility. If we pay or are required to pay such taxes or penalties or interest, you will promptly pay us all such amounts. For tax exempt organizations, taxes may not be due from you under this section in certain scenarios.

ADMINISTRATIVE SERVICES AGREEMENT – SELF FUND HEALTH

5. Warranties.

- a. *General.* Plan Sponsor represents and warrants that: (a) it has all requisite legal and corporate power to execute and deliver this Agreement and other necessary documentation, (b) it has taken all corporate action necessary for the authorization, execution and delivery of this Agreement and other necessary documentation, including Plan Documentation, (c) it has no agreement or understanding with any third-party that interferes with or will interfere with its performance under this Agreement, (d) it has obtained and will maintain all licenses, rights, approvals and consents necessary to perform its obligations under this Agreement and other necessary documentation, (e) its performance of its obligations under this Agreement will not violate any law, rule, regulation, judgment, decree or order applicable to Plan Sponsor, (f) it has taken all action required to make this Agreement a legal, valid, and binding obligation of Plan Sponsor, enforceable in accordance with its terms, (g) it has appropriately underwritten the Plan, and (h) it has procured adequate stop loss coverage as it deems appropriate.
 - b. *Multiple Employer Plan.* The Plan Sponsor represents and warrants that the Plan(s) to which this Agreement applies is not intended to provide benefits to employees of two or more employers (including self-employed individuals) or their beneficiaries, that are not part of a controlled group as defined in 26 CFR § 1.1563-1. and that the Plan(s) does not constitute a multiple employer welfare arrangement or association plan under federal or state law.
 - c. *Compliance with Law.* Plan Sponsor represents and warrants to Self Fund that Plan Sponsor complies with applicable state and federal laws and regulations, including ERISA. Plan Sponsor shall not name Self Fund, or represent that Self Fund is, the Plan Sponsor, Plan Administrator, or a named Fiduciary of the Plan as those terms are used by ERISA.
 - d. *Disclaimer.* EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.
6. Audit Rights. Self Fund recognizes that from time to time the Plan Sponsor may wish to perform (or have performed) an audit for performance purposes. Self Fund will cooperate during the performance of an annual audit as long as the audit is based on a statistically valid random stratified sampling methodology. Such audit may encompass any relevant information that the Plan Sponsor reasonably requires, consistent with professional auditing practices and procedures applicable to this type of auditing as mutually agreed upon by Self Fund and the Plan Sponsor. The records requested by such auditor will be selected and compiled by Self Fund in the manner requested by such auditor. The Plan Sponsor agrees that all audit costs are the sole responsibility of the Plan Sponsor. Plan Sponsor further agrees that any audit firm hired by the Plan Sponsor will not be compensated based on a percentage of errors found, percentage

of recovery or other similar contingency basis. Self Fund must be informed in writing of the audit intent at least sixty (60) days prior to such audit and the timing must be mutually agreed upon. Self Fund will have the opportunity to review a draft report of the audit and provide responses prior to final issuance.

7. Limitations of Liability.

- a. *General.* UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL SELF FUND, OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO YOU FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY YOU IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER SELF FUND WAS ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SELF FUND'S AGGREGATE LIABILITY TO PLAN SPONSOR, WILL IN NO EVENT EXCEED THE TOTAL FEES PAID BY YOU TO US IN THE LAST TWELVE MONTHS FOR THE PROGRAM FROM WHICH THE LIABILITY ARISES (WHETHER THE LIABILITY ARISES FROM THE SENSORS, APPLICATION, PROFESSIONAL SERVICES, OR OTHERWISE).
- b. *Force Majeure.* A party is not liable under this Agreement for delay in performance or non-performance caused by events or conditions beyond the party's reasonable control, including acts of God, fire, war, terrorism, third party criminal acts, any law or governmental regulations, or labor dispute, and the period of performance will be deemed extended to reflect such delay as agreed by the parties.

8. Confidential Information.

- a. *Confidential Information.* "Confidential Information," as used in this Agreement, means any written, machine-reproducible and/or visual materials that are clearly labeled as proprietary, confidential, or with words of similar meaning, and all information that is orally or visually disclosed, if not so marked, if it is identified as proprietary or confidential at the time of its disclosure or in a writing provided within thirty (30) days after disclosure, and any information of any nature described in this Agreement as confidential. Without limiting the foregoing, Confidential Information includes information concerning the business, services, products, technology, customers, or finances of either party, and any other confidential or proprietary information the disclosure of which might harm or destroy a competitive advantage of the disclosing party. Confidential Information includes the terms of this Agreement and any attached Schedules.
- b. *Exclusions.* The obligations of the Parties under this Section do not extend to any information which the receiving Party can show through documented evidence: (i) becomes publicly available other than through the action of the receiving Party; (ii) is subsequently rightfully furnished to the receiving

ADMINISTRATIVE SERVICES AGREEMENT – SELF FUND HEALTH

by a third party without restriction on disclosure or use; (iii) is furnished by the disclosing Party to a third party without restriction on disclosure; or (iv) is rightfully known by the receiving Party prior to the Effective Date, which was not obtained from the disclosing Party as evidenced by its business records.

- c. *Use and Non-disclosure.* During the Term and for a period of five (5) years after expiration or termination of this Agreement, the receiving Party shall not, directly or indirectly, disclose to any party other than its employees, affiliates and authorized agents or contractors with a legitimate need to know, any Confidential Information whether or not in writing and whether or not designated as confidential, without the prior written permission of the disclosing Party, unless such disclosure is specifically required in the course of the performance by the receiving party of its obligations under this Agreement. Each receiving Party shall ensure that its personnel having access to Confidential Information shall preserve the confidential nature of such information and shall be primarily liable for any breaches of the obligations arising under this Section by its personnel.
- d. In the event that the receiving Party is required to disclose all or any part of any Confidential Information under applicable law or an order issued by a court of competent jurisdiction or by another governmental agency, such party shall: (a) promptly, and prior to any disclosure, notify the disclosing Party of the existence, terms and circumstances surrounding such disclosure; (b) consult with the disclosing Party on the advisability of taking steps to resist or narrow such request; (c) cooperate with the disclosing Party, at the disclosing Party's expense, in its efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information that is required to be disclosed, and (d) if a protective order or other protective arrangement cannot be obtained, furnish to the least extent required to comply with such request such portion of the Confidential Information as the receiving Party is advised by counsel is legally required to be disclosed.

9. Indemnification.

- a. *By Self Fund.* Self Fund will indemnify Plan Sponsor and hold Plan Sponsor, its officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, liabilities, penalties, fines, costs, damages (including taxes), and all related costs and expenses, that Plan Sponsor may incur, including reasonable attorney's fees and costs (collectively, "Losses"), which arise out of or relate to third-party claims alleging the negligence or intentional misconduct of Self Fund. Notwithstanding the foregoing, Plan Sponsor will remain responsible for payment of Plan Benefits and Self Fund's indemnification will not extend to indemnification of Plan Sponsor or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan Benefits or for compliance with and state and federal laws

and regulations that do not specifically apply to third-party administrators.

- b. *By Plan Sponsor.* Plan Sponsor will indemnify Self Fund and hold Self Fund, its officers, directors, employees, agents, successors and assigns harmless from and against any and all Losses, which arise out of or relate to third-party claims alleging: (i) the negligence of Plan Sponsor or Plan Sponsor's vendors, subcontractors or representatives in the performance of their obligations under this Agreement or any other agreements entered into with such third parties on Plan Sponsor's behalf; (ii) Plan Sponsor's material breach of this Agreement; (iii) Self Fund's actions or failure to act taken at the direction (whether written, oral or otherwise) of Plan Sponsor or a designee of Plan Sponsor; and/or (iv) Plan Sponsor's intentional misconduct. The indemnification obligations set forth in this Section 9(b) will in no way limit any express indemnification obligation set forth elsewhere in this Agreement.
- c. *Process.* For this Section to apply, the indemnified Party must promptly notify the indemnifying Party of Claims and reasonably cooperate with the indemnifying Party in defending and settling Claims. The indemnifying Party will have exclusive control of defense and settlement of Claims, except that the indemnifying Party will not enter into any settlement of a Claim that imposes any obligation or liability on the indemnified Party, or requires an admission of fault by the indemnified Party without the express prior written consent of such indemnified Party.

10. Miscellaneous.

- a. *Legal Advice.* It is understood and agreed that the Services do not include, and Self Fund will not provide, investment, tax, or legal advice. If the Plan Sponsor requires legal or other expert advice, the Plan Sponsor should consult its own legal counsel.
- b. *Subcontractors.* Self Fund has and may subcontract any services to be performed under this Agreement to other vendors. If any such subcontractor or other party engaged by Self Fund in connection with providing the Services requires access to Confidential Information, then Self Fund may provide such access if the subcontractor or other vendor agrees in writing to comply with the same or similar restrictions that apply to it with respect to such information.
- c. *Equitable Relief.* The Parties understand a breach or threatened breach of this Agreement may cause irreparable harm and that monetary damages will be inadequate to compensate for such harm. In addition to any other remedies available in law, equity, or otherwise, a Party is entitled to seek equitable relief to enjoin the conduct that is in breach of or threatens to breach this Agreement, without notice, bond, or a requirement to prove damages.
- d. *Feedback.* Plan Sponsor grants to Self Fund a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate suggestions

ADMINISTRATIVE SERVICES AGREEMENT – SELF FUND HEALTH

enhancement requests, recommendations or other feedback Self Fund receives from Plan Sponsor.

- e. *Assignment.* This Agreement may be assigned by a Party with the other party's Prior written consent or as part of a merger or sale substantially all of such Party's assets. Any other assignment is void.
- f. *Relationship.* Self Fund's relationship to Plan Sponsor is strictly as an independent contractor. Neither Party has the agency or authority to bind the other Party or direct or control the other Party's performance. No third-party beneficiaries are intended or created by this Agreement.
- g. *Announcements.* With Plan Sponsor's prior approval, Self Fund may publicly announce the execution of this Agreement and/or may offer Plan Sponsor as a reference and/or use case to its prospective customers and other partners. This Agreement serves as consent for Self Fund to use Plan Sponsor's logos and other branding in Self Fund's customer lists, websites, and other materials publicizing Plan Sponsor's use of Self Fund's Services.
- h. *Severability.* If any provision of this Agreement is held to be unenforceable and severable from this Agreement, no such severability will be effective if it materially changes the economic benefit of this Agreement to either party.
- i. *Governing Law, Venue.* This Agreement will be governed by and enforced under the laws of Wisconsin without reference to its conflict of laws provisions. Any action arising under this Agreement will be brought exclusively in the state or federal courts in Dane County, Wisconsin, and the parties irrevocably consent to the jurisdiction of such courts.
- j. *Notices.* Notices required or permitted by this Agreement must be written and given to the party at the address specified above (or any other address specified in a written notice provided by the party) by hand delivery, certified mail, return receipt requested, or overnight delivery



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “BAA”) is made between CareBot Health, Inc., d/b/a Self Fund Health, (“Self Fund”), and City of Whitewater (“Plan Sponsor”), with respect to our provision of the Plan described in the Administrative Services Agreement executed by and between the parties (the “Underlying Agreement”). We may have access to or receive protected health information in providing the Service, and so the parties agree to the terms of this Agreement to address requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its associated regulations, at 45 C.F.R. Parts 160 and 164 (“HIPAA Rules”).

1. Definitions. The following terms used in this BAA will have the meaning given in the HIPAA Rules: breach (for purposes of Section 2(c) only, otherwise use of the word “breach” will have its ordinary contract meaning), data aggregation, designated record set, disclosure, health care operations, health care provider, individual, payment, protected health information (referred to in this Agreement as “PHI”, limited to the information received by us from you, or created or received by us on your behalf), required by law, Secretary, security incident, subcontractor, treatment, unsecured protected health information (referred to in this Agreement as “unsecured PHI”), and use. Capitalized terms not otherwise defined in this BAA will have the same meaning as is given in the Underlying Agreement.
 2. Self Fund’s obligations and activities. Self Fund agrees to:
 - a. Not use or disclose PHI other than as permitted or required to support the Plan or as required by law;
 - b. Use appropriate safeguards, and comply when applicable with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA;
 - c. Report to Plan Sponsor any use or disclosure of PHI not covered by this Agreement (including breaches of unsecured PHI) of which Self Fund becomes aware, as well as any security incidents of which Self Fund becomes aware, in accordance with 45 CFR 164.410 and 164.412;
 - d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, obtain and maintain a written agreement with each affiliate, agent or subcontractor that creates, receives, maintains, or transmits Plan Sponsor’s PHI. Under such agreement, such affiliate, agent or subcontractor shall agree to the same or substantially similar restrictions and conditions that apply to us pursuant to this BAA with respect to such PHI;
 - e. If Self Fund maintains PHI in a designated record set for Plan Sponsor, when Plan Sponsor reasonably requests, make available or amend PHI in a designated record set in a reasonable time and manner as directed by Plan Sponsor, as necessary to satisfy Plan Sponsor’s obligations under 45 CFR 164.524;
 - f. Document disclosures of PHI by Self Fund and information related to such disclosures, in each case as would be required for Plan Sponsor to respond to a request by an individual for an accounting in accordance with 45 CFR 164.528, and to provide such documentation to Plan Sponsor, in a reasonable time and manner as directed by it, to respond to such a request;
 - g. To the extent Self Fund has agreed in writing to carry out Plan Sponsor’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Plan Sponsor in performance of such obligation(s);
 - h. Make Self Fund’s internal practices, books, and records available to the Secretary to determine compliance with the HIPAA Rules.
 - i. Except for the purposes set forth in the Underlying Agreement or as otherwise provided by law, not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Plan Sponsor receives a valid HIPAA authorization.
 - j. Make reasonable efforts to limit the use, disclosure, or request of PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
3. Permitted uses and disclosures by Self Fund. Self Fund may:
 - a. Except as specifically limited in this BAA, use or disclose PHI to perform Self Fund’s obligations under this Agreement, to support the Plan, or as required by law, and to perform functions, activities, or services for Plan Sponsor or on Plan Sponsor’s behalf in connection with the Plan or any agreements between Plan Sponsor and Self Fund;
 - b. Use PHI for Self Fund’s proper management and administration (e.g., research and testing in support of its products or services) and to carry out Self Fund’s legal responsibilities;
 - c. Disclose PHI for Self Fund’s proper management and administration, or to carry out Self Fund’s legal responsibilities, provided the disclosures are required by law or Self Fund obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Self Fund when the person becomes aware that the confidentiality of the information has been breached.
 - d. Provide data aggregation services relating to Plan Sponsor’s health care operations.
 - e. De-identify PHI so long as such de-identification meets the requirements of 45 CFR 164.514(a)-(c). Such de-identified information will be Self Fund’s property and Self Fund may use or disclose such information as it sees fit.



BUSINESS ASSOCIATE AGREEMENT

use, disclose, and transfer such information and other collected data at its discretion, for any legal purpose, even after the Underlying Agreement ends.

f. Disclose: (i) PHI for the treatment activities of a health care provider; (ii) disclose PHI to Plan Sponsor or a health care provider for the payment activities of the entity that receives the PHI; or (iii) PHI to another covered entity for health care operations activities of the entity that receives the PHI, if each entity either has or had a relationship with the Individual who is the subject of the PHI being disclosed, the PHI pertains to such relationship, and the disclosure is for Plan Sponsor's or Self Fund's health care operations in accordance with 45 C.F.R. § 164.506(c)(4)(i).

4. Notice of restrictions on use or disclosure. Plan Sponsor agrees to notify Self Fund of any restriction on the use or disclosure of PHI that Plan Sponsor has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Self Fund's use or disclosure of PHI. To the best of Plan Sponsor's knowledge, there are no such restrictions as of the date of this BAA.

5. Permitted actions by Plan Sponsor.

- a. Plan Sponsor shall disclose to Self Fund only that PHI which Plan Sponsor determines is reasonably necessary to achieve the intended purpose of the disclosure.
- b. In no event will Plan Sponsor request Self Fund to use or disclose PHI in any manner not permitted by HIPAA Rules if done by Plan Sponsor, nor will Plan Sponsor send unencrypted PHI to Self Fund in any form. Should Plan Sponsor do so, Self Fund will not be responsible for damages related to such requests or unencrypted PHI.

6. Termination.

- a. If either party learns of a material breach of this Agreement by the other party, the non-breaching party will notify the breaching party and provide a reasonable opportunity to cure the breach, and if such breach is not cured within a reasonable time, terminate this BAA and the Underlying Agreement. If a cure is not possible, then the non-breaching party may immediately terminate this BAA and the Underlying Agreement.
- b. Except as provided in this subsection, on termination of this Agreement, Self Fund will return or destroy all PHI, and Self Fund will retain no copies of the PHI. If Self Fund determines that returning or destroying PHI is infeasible (e.g., retention of PHI is necessary to continue its proper management and administration or to carry out its legal obligations), we will inform Plan Sponsor of the conditions that make return or destruction infeasible and will extend the protections of this Agreement to such PHI to limit further uses and disclosures of PHI to those purposes that make the return or destruction

terms of this subsection apply to PHI in possession of Self Fund's subcontractors or agents.

7. Limitations.

- a. *General.* SELF FUND WILL NOT BE LIABLE TO PLAN SPONSOR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF PLAN SPONSOR WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. UNDER NO CIRCUMSTANCES WILL SELF FUND BE LIABLE TO PLAN SPONSOR FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY PLAN SPONSOR TO SELF FUND IN THE TWELVE MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM OR \$100,000, WHICHEVER IS GREATER.
- b. *Internet-dependent Service.* Self Fund will not be liable for errors or damages of any kind caused by Plan Sponsor, third-party hardware, software, systems, or data, third party criminal acts, and limitations inherent in the use of the internet.

8. Miscellaneous.

- a. *Notice.* This BAA serves as notice, and no additional notice will be given, for unsuccessful attempts at unauthorized use or disclosure of PHI. Self Fund will not report security incidents that do not involve unauthorized use or disclosure of PHI.
- b. *Amendment.* The parties agree to take such good faith action to amend this BAA from time to time to comply with actual or reasonably anticipated changes to requirements of the HIPAA Rules.
- c. *Interpretation.* Any ambiguity in this BAA will be resolved to permit compliance with the HIPAA Rules.
- d. *Entire Agreement.* This BAA is the entire agreement between the parties regarding its subject matter and supersedes prior or contemporaneous representations or agreements about such matters and may not be modified except by a written agreement signed by the parties. Each signatory below represents he or she is authorized to bind the party indicated to this Agreement. This Agreement may be signed in counterparts, and original signatures sent and received electronically (e.g., by email with PDF attached or by DocuSign) are binding.



BUSINESS ASSOCIATE AGREEMENT

THE EFFECTIVE DATE OF THIS AGREEMENT IS THE EXECUTION DATE INDICATED BY SELF FUND'S SIGNATURE BELOW.

CITY OF WHITEWATER

By: _____
Name: _____
Title: _____
Date: _____

CAREBOT HEALTH, INC. d/b/a SELF FUND HEALTH

By: _____
Name: _____
Title: _____
Date: _____

EMPLOYER HEALTH CARE ALLIANCE COOPERATIVE COOPERATIVE MEMBERSHIP AND STOCK SUBSCRIPTION AGREEMENT

This (“Agreement”) is made by and between the undersigned member (“Member”) and Employer Health Care Alliance Cooperative, a Wisconsin cooperative (“The Alliance” or the “Cooperative”), with reference to the following facts:

- A. The Member sponsors a health plan that provides health insurance benefits to its employees, beneficiaries and their dependents who qualify for participation in the health plan.
- B. The Alliance provides services to its cooperative members designed to manage health care costs and improve the affordability, effectiveness and efficiency of health care in the community.
- C. The Member desires to become a member of the Cooperative and participate in the manner described in this Agreement.

In consideration of the facts described above and the mutual agreements below, the parties agree as follows:

1. Membership. Cooperative agrees to admit Member as an Equity Member of the Cooperative. Member accepts admission as an Equity Member, acknowledges that its rights and obligations as a member, including its rights to receive services from the Cooperative, are set forth in the Cooperative’s Articles of Incorporation (“Articles”), Bylaws (“Bylaws”) and Employer Administrative Handbook (“Handbook”), all as amended from time to time, and agrees to comply with its obligations under the Articles, Bylaws and Handbook.
2. Stock Purchase. Member hereby subscribes for one share of Membership Stock with par value of \$10.00 and the number of shares of Capital Stock with par value of \$10.00 equal to the number of its employees to be enrolled with The Alliance (“Employees”). Member agrees to pay \$10.00 for each share of Membership Stock and \$10.00 for each Share of Capital Stock within 30 days of the Effective Date of this Agreement.
3. Access and Retainage Fees. Member agrees to pay a monthly fee per Employee enrolled on the 15th day of that month (“Access Fee”) as shown in fee schedule below. Member agrees to pay a retainage fee each month (“Retainage Fee”) in the percentage of savings as shown in the fee schedule below and calculated as provided in the Handbook. These Fees are subject to change at the Cooperative’s discretion and shall be paid in full within 30 days of receipt of an invoice therefor. As described in the Handbook, the Cooperative may, in its sole discretion, suspend or terminate the Member’s membership, including this Agreement and all addenda hereto, if the Access Fee and Retainage Fee have not been received by the Alliance when due.
4. Term. The term of this Agreement and the first month of The Alliance’s services as described in the Handbook shall commence on (“Effective Date”) and shall continue for an initial term of 12 months, renewing thereafter for consecutive annual terms unless written notice of termination is received by the Cooperative not less than 30 days nor more than 60 days prior to the anniversary of the Effective Date or earlier terminated pursuant to the Handbook or applicable law.

OPTIONAL

NETWORK OPTION ADDENDUM

Member chooses to enroll in and receive services in the following additional network offered by The Alliance. Services in selected Network will be provided as described in the Employer Handbook or separate contract with The Alliance. Member agrees to remain in selected Network for at least one year, to provide at least 30 days' notice of termination of participation in selected Network and to pay the fees shown below for selected Network. These fees are subject to change at The Alliance's discretion and shall be paid in full within 30 days.

Select Network and sign/date.

- Trilogy Health Network:** Trilogy Health Solutions is an independent organization collaborating with The Alliance to offer an extensive provider network throughout Wisconsin and Northern Illinois. Enrollees will have access to providers participating in both The Alliance and Trilogy's individual networks.

Ongoing Monthly Fees:

Retainage Fee: 3.5% of savings

Acknowledgment of selection

Member / Company Name: City of Whitewater

Authorized Signature: _____ **Date:** _____

Print name: _____ **Title:** _____

5. Addenda. This Agreement includes the fee schedule below and any other addenda entered into by Member and Cooperative.

Fee Schedule:

Access Fee: \$8.00 per employee per month.

Retainage Fee: 1.9 % of savings

To be completed by member

The Alliance Employer Equity Agreement Effective Date: 01/01/2025

Member (Company Name): City of Whitewater

Contact Name (Printed): _____

Title: _____

Authorized Signature: _____

This agreement is signed on _____, to be effective as of the Effective Date.

To be completed by The Alliance

Accepted by The Alliance this _____ day of _____, _____.

By: _____

Curt Kubiak, President & CEO



ASA SCHEDULE A: Self Fund Health Plan Fees

Self Fund Health:

- Removes all commissions, overrides, or bonuses from carriers, ensuring these savings are passed onto you.
- Does not accept financial incentives from any component of your health plan, including stop loss, TPA, PBM, network, DPC, etc.
- Rebates received from PBM partners are passed back in full to you.

Fixed Fees:

As referenced in the Agreement, the fees set forth below are payable by the Plan Sponsor for the administration of the Plan.

SELF FUND HEALTH SERVICES	Price
Self Fund Health Admin Fees	\$15.00 per employee per month (“PEPM”)
TPA services, Phone concierge (Yuzu)	\$30.00 per employee per month (“PEPM”)
Utilization Management (Medwatch)	\$3.00 per employee per month (“PEPM”)
Network Fees (based on member location)	
Alliance/Trilogy Network	\$8.00 per employee per month (“PEPM”)

Plan Administrative Services provided by Self Fund Health include the following: management of direct contracts with primary care and other service providers, strategy, mentoring and implementation support related to the establishment of the Plan, reporting and analysis of plan metrics, member communication as needed, and access to Self Fund Health Tools.

Additional Services Fees:

The following services are included in the Plan for the additional Fee listed in the table below. This list is not inclusive, but includes some common charges:

ADDITIONAL SERVICES*	Price
Pharmacy Services (CapitalRx)	
Pharmacy Benefit Management (PBM)	\$6.00 per script
Medication Co-pay Programs	\$100 per usage

*Service is provided by a third-party service provider engaged by Self Fund Health. Price listed is the portion of the total Standard Services Fee that is passed through to the service provider. The Plan Sponsor and Self Fund Health each acknowledge that all such payments shall be remitted or forwarded to the appropriate third-party on a pass-through basis, and that Self Fund Health will not retain any of these amounts or be paid by any of these third-parties. Plan Sponsor understands that the fees are set by the third-parties and may be subjected to change by third-parties unless limited by an agreement between Plan Sponsor and the third-party, or Self Fund Health and third-party. **Self Fund Health will accept instructions from Plan Sponsor to temporarily or permanently stop originating payment to one or more third-party vendor, provided however that Plan Sponsor understands that such instructions may result in the unavailability of services to Plan Members.**



Shared Savings Incentive Fees:

In addition to the Services fees set forth above, during the Term, Plan Sponsor will pay Self Fund Health a Shared Savings Incentive fee, calculated as follows:

- Shared savings percentage: 25%
- Maximum Shared Savings incentive fees: Equivalent of \$35 PEPM annually.

Medical – Preferred Providers:

Plan Sponsor will pay Self Fund Health a Shared Savings Incentive fee that's 25% of the savings from using our preferred providers or services. The fee is computed monthly as a quarter of the difference between the rate paid for services from our providers and the price of similar services from the in-network Hospital system. To calculate this, we'll use the Machine Readable Files (MRF) as required by the Transparency in Coverage Act. If primary data is missing, the Shared Savings Calculation will systematically determine pairings between hospitals and networks. This process starts with a primary hospital to primary network alignment and progresses through various hierarchical combinations, eventually leading all hospital categories to be matched with a 'Cash' network designation when specific data is unavailable. Hospital systems are chosen based on reporting or market share in your primary region.

Hospital system used for baseline calculation:	
<i>Chosen based on reporting or market share in your primary region.</i>	
Primary Hospital	SSM Health
Secondary Hospital	Mercy Health System
Tertiary Hospital	Fort Memorial Hospital

If using the Alliance / Trilogy network with a First Health wrap network:	
Primary Network	Alliance
Secondary Network	Trilogy
Tertiary Network	First Health
If all the following unavailable	Cash Rate

Medical - Direct Primary Care:

No shared savings are captured for visit or subscription fees. Savings from labs or procedures by the clinic are calculated using the formula above. If the DPC provider cannot itemize, it's assumed they offer services at 75% off health system prices.

Medical - Hospital Savings:

In cases without a Preferred Provider and when hospital care is necessary, cost comparisons between hospital systems will be used.

Prescription:

The 25% shared savings also pertains to prescription drug savings via methods like international sourcing, copay programs, patient assistance, and more. Baseline pricing will rely on past claims using CapitalRx, expected prices from CapitalRx's portal, or GoodRx's website if the former is unavailable.

Prescriptions - DPC:

Medications provided by the DPC are priced based on the PBM's price at invoicing. If the DPC can't itemize, it's assumed they offer a 75% discount.



Overall Plan Performance:

In addition to savings generated throughout the year, Shared Savings can also be earned based upon the individual employer’s stop loss renewal, which is used as a proxy for the overall plan’s performance. The fees will apply regardless of if the group terminates the coverage at the year end. The renewal fees are calculated assuming no change in contract basis, demographic shifts, or any other factors that would influence the stop-loss renewal outside of the overall plan’s performance.

Stop loss renewal	Shared Savings Incentive Fees
<= 3%	Maximum fees
3-7%	A minimum of \$25 PEPM
7%+	No additional fees

Future Savings Opportunities:

New programs may be introduced throughout the year that will enable additional plan savings and may contribute to the Shared Savings Incentive. Any of these programs will be communicated throughout the year.

Self Fund Health will provide Plan Sponsor with a monthly report of the Shared Savings, and the calculated Shared Savings Incentive fee on a monthly basis throughout the Term. Shared Savings Incentive fees will be capped at \$35 per employee, per month annually.

Example Shared Savings Incentive fee calculation:

For an employer with 100 employees, the maximum Shared Savings Incentive fee annually would be \$42,000 (calculated as \$35 * 100 * 12). These shared savings fees will be invoiced on a monthly basis.

If the Shared Savings Incentive fee does not hit the maximum cap during a Plan Term, a catch-up mechanism is in place. For a company with 100 employees, if only \$30,000 was generated in the first year (instead of the full \$42,000), an additional \$12,000 can be earned by Self Fund Health based on additional shared savings captured in subsequent years. Overages can only roll over one year.

In the event a plan design and/or regulations are materially changed impacting the administration of the Plan, the fees set forth above may be modified upon mutual agreement of the parties. An initial one-time set-up fee shall be payable prior to commencement of services under this Agreement, as set forth in the previously executed Letter of Intent (LOI) between the parties or as otherwise agreed.

Self Fund Health

By: _____
Name: _____
Title: _____
Date: _____

Plan Sponsor

By: _____
Name: _____
Title: _____
Date: _____



SCHEDULE B: Stop-Loss Coverage

As referenced in the Agreement, the fees set forth in the attached Stop Loss Proposal are payable by the Plan Sponsor for Stop-Loss Coverage procured by Self Fund Health related to the Plan.

Stop-Loss Election:

Plan Sponsor elects Stop-Loss Coverage below, as provided based on the Disclosure Form completed by Plan Sponsor and attached to this Schedule for reference:

	OPTION	DESCRIPTION
X	Option 1	Level Funded

Self Fund Health

By: _____

Name: _____

Title: _____

Date: _____

Plan Sponsor

By: _____

Name: _____

Title: _____

Date: _____



Council Agenda Item

Meeting Date: October 15, 2024

Agenda Item: Delta Dental Proposal

Staff Contact (name, email, phone): Sara Marquardt, smarquardt@whitewater-wi.gov, 262-473-1387

BACKGROUND

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

As part of the City's request for health insurance quotes, Delta Dental submitted a dental plan proposal for the City of Whitewater. Traditionally, the City offered dental coverage through the State of Wisconsin (ETF), which included a basic plan and two supplemental add-ons. Withdrawing from the ETF health insurance plan increased dental premiums by \$4 per month for single plans and \$10 per month for family plans.

Delta Dental's proposal consolidates the basic and supplemental plans into one comprehensive plan, with rates and coverage comparable to those of the ETF basic plan. Employees will no longer have multiple benefit cards or have to deal with multiple Explanation of Benefit (EOBs) forms.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

September 17, 2024: The Common Council unanimously approved the resolution to withdraw from the Wisconsin Public Employer's Group Health Program and explore alternative insurance options.

FINANCIAL IMPACT

(If none, state N/A)

Budget neutral – employees pay the full dental insurance premiums.

STAFF RECOMMENDATION

There is no formal contract required to enroll in the new Delta Dental plan. Upon receiving the application, Delta Dental will generate the policy. This information is being shared with the Council for transparency, and staff is seeking authorization to execute the necessary documents to complete the dental plan transition.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Dental Plan Proposal



September 24, 2024

Carmen Winkelman
R & R INSURANCE SERVICES INC
N14 W23900 Stone Ridge Drive
Waukesha WI 53188-0000

Dear Carmen:

Thank you for this opportunity to present a dental plan proposal for City of Whitewater.

As you examine the enclosed proposal, please note the quoted rates are based on 118 eligible employees and a plan effective date on or before January 1, 2025, as requested.

Delta Dental is confident that City of Whitewater and its employees will benefit from the expertise and commitment to customer service and cost savings that define the Delta Difference.

Again, we appreciate this opportunity. Please feel free to contact me if you have any questions.

Sincerely,

Paul Maller
Senior Account Manager
Delta Dental Of Wisconsin

Enclosure

Delta Dental of Wisconsin | www.deltadentalwi.com

Corporate Office | 2801 Hoover Road, P.O. Box 828, Stevens Point, WI 54481 | 800-236-3713



Date: 09/24/2024

Proposal valid through: 01/01/2025

Underwriting Considerations

This dental plan proposal has been prepared with the following considerations:

- The group consists of:
all eligible full-time employees
- Employees are located in:
IL WI
- Enrollment is based on:
Eligible employees... 118

The rates in this proposal include 8% agent commission.

This proposal includes the sealant option.

This proposal includes the x-ray option.

This proposal includes the Evidence-Based Integrated Care Plan option.

This proposal includes coverage for white fillings on back teeth (posterior resins).

This proposal includes CheckUp Plus which allows enrollees to obtain diagnostic and preventive services without those costs applying to their annual maximum benefit.

This proposal includes standard medical primary, dental secondary coordination of benefits for oral surgery. Any deviations from this may include a rate adjustment.



**Delta Dental of Wisconsin's Dental Benefits Proposal For
City of Whitewater**

Plan design number: Q05D01 (please refer to this number for inquiries about this plan design).
Date: 09/24/2024 Proposal valid through: 01/01/2025

Plan Design

	PPO Benefit	Non-PPO Benefit
Individual Annual Maximum	\$1,500	\$1,500
Deductible		
Individual	\$50	\$75
Family	\$150	\$225
Diagnostic and Preventive Services		
Exams	100%	80%
Cleanings	100%	80%
Fluoride treatments	100%	80%
X-rays	100%	80%
Space maintainers	100%	80%
Sealants	100%	80%
Deductible applies	N	N
Basic Restorative Services		
Emergency treatment to relieve pain	80%	80%
Fillings	80%	80%
Endodontics – nonsurgical	50%	40%
Endodontics – surgical	50%	40%
Periodontics – nonsurgical	50%	40%
Periodontics – surgical	50%	40%
Extractions - nonsurgical	80%	80%
Extractions - surgical and other oral surgery	50%	40%
Deductible applies	Y	Y
Major Restorative Services		
Crowns, inlays, onlays	50%	40%
Bridges and dentures	50%	40%
Repairs and adjustments to bridges and dentures	50%	40%
Implants	50%	40%
Deductible applies	Y	Y
Orthodontic Services		
Coverage coinsurance	70%	50%
Individual lifetime maximum	\$1,500	\$1,500
Dependents eligible to age	19	19
Full-time students eligible to age	19	19
Adult ortho	N	N
Deductible applies	N	N
Dependent Eligibility		
Dependents eligible to age	26	26
Full-time students eligible to age	26	26

Employer Contribution

Participation Minimum

Single	0%	Single	50%
Family	0%	Family	50%

Plan Costs (Rates guaranteed from 01/01/2025 to date(s) noted)

Insured rates (monthly premium)	12/31/2025
Single Coverage (employee, 1 Party)	\$34.53
Family Coverage (employee and spouse, 2 Party)	\$113.31
Family Coverage (employee and child(ren))	\$113.31
Family Coverage (full family, 3+ Party)	\$113.31

UWJA



Council Agenda Item

Meeting Date:	October 15, 2024
Agenda Item:	Associated Bank Contract for Flexible Account Services
Staff Contact (name, email, phone):	Sara Marquardt, smarquardt@whitewater-wi.gov , 262-473-1387

BACKGROUND

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

In 2016, the City of Whitewater engaged Diversified Benefit Services Inc. (DBS) to manage its Health Reimbursement Arrangements (HRAs) and Flexible Spending Accounts (FSAs). With the recent switch to a new health insurance provider, the City can now expand employee benefits by offering Lifestyle Accounts (LSAs). However, since DBS does not support or administer LSAs, it was necessary to identify a new vendor.

Associated Bank emerged as a potential provider, offering a comprehensive solution to administer HRAs, FSAs, and LSAs at a slightly lower cost than the current DBS fee structure.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

October 4, 2016: Council approved a motion to contract with Diversified Benefits Services for the purpose of administering the employee benefit accounts.

FINANCIAL IMPACT

(If none, state N/A)

The annual administration cost for all three benefit accounts with Associated Bank is \$900 per year lower than with DBS.

STAFF RECOMMENDATION

Staff recommends approval of the agreement with Associated Bank and Associated Benefits Connection for the administrative services related to benefit plan arrangements. Additionally, staff is seeking authorization and direction to execute the necessary documents related to the vendor change. The City Attorney reviewed the agreement and had no issues.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Associated Benefits Connection Administrative Services Agreement

Associated Benefits Connection® Administrative Services Agreement

THIS AGREEMENT is made this 24 day of September 2024 (the "Effective Date") , by and among City of Whitewater, ("Employer," "You" and "Yours"), Associated Bank, National Association ("Associated Bank") and Associated Benefits Connection ("Associated Benefits Connection"). Unless otherwise indicated, Associated Bank and Associated Benefits Connection together are referred to herein as "Associated," "We," "Us," "Our" and "Ours".

Whereas, Associated has been licensed to provide third-party administrative services relative to flexible spending accounts, health reimbursement accounts and commuter benefits where required by state licensing rules;

Whereas, Employer has established a program (hereinafter "Program") to make the following benefit plan arrangements available to its eligible employees and eligible dependents:

- Health Savings Accounts (HSA)
- Health Reimbursement Arrangements (HRA)
 - Traditional HRA
 - Limited Purpose HRA
 - Individual Coverage HRA (ICHRA)
 - Excepted Benefit HRA (EBHRA)
 - Qualified Small Employer HRA (QSEHRA)
- Flexible Spending Accounts (FSA)
 - Healthcare FSA
 - Limited Purpose FSA
 - Dependent Care FSA
 - Commuter Benefit Plan
- Lifestyle Spending Accounts (LSA)
- IRS Form 5500 preparation and filing
- Non-discrimination testing
- Premium Only Plan (POP) documents
- Wrap documents

Whereas, the components of the Program are subject to various legal requirements under ERISA, COBRA, HIPAA, IRS Code and other laws.

Whereas, Employer desires to retain Associated to provide certain administrative services in connection with the Program and Associated is willing to perform those services, all as more fully described herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

"Agreement" means the Administrative Services Agreement entered into by Employer and Associated, effective as of the Effective Date

"Benefit Design Guide" means the questionnaire titled "Benefit Design Guide," required to complete for Associated to set up and Employer to obtain the Services.

"Employer" means sole proprietor, partnership, association, limited liability company, or corporation that enters into a professional agreement and is retaining services from Associated.

"Employer Portal" means the online portal accessible by the internet, used by Employer to obtain information related to services.

"ERISA" means The Employee Retirement Income Security Act of 1974 (ERISA), a federal law that sets minimum standards for most voluntarily established retirement and health plans in private industry to provide protection for individuals in these plans.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, as amended, as it pertains to the privacy of medical information.

"Participant" means a person who enrolls in/or maintains a Program account or uses the Participant Portal.

“Participant Portal” means the online portal accessible by the internet, used by Participants to obtain information related to their Program elections and/or account(s).

“Personal Information” means any nonpublic information relating to an individual that is exchanged between the Parties. Personal Information includes but is not limited to an individual’s name, address or telephone number, Social Security number, driver’s license number, account number, credit or debit card number, personal identification number and passwords.

“Protected Health Information” or “PHI” means records prepared, kept and maintained by a “covered entity” as that term is defined under HIPAA.

“Plan Documents” means written documents that detail the structure, rules and sponsor information for the plan.

“Plan Sponsor” means the Employer.

“Program” means a collection of resources, our system, functionality, for HSA/TPA Services.

“Program Fees” means the fees for Services, as set forth in the Program Fees Addendum, as updated and amended from time to time.

“Wrap Document” means a document that “wraps around” existing insurance policies to create a summary plan description meeting ERISA guidelines.

I. SCOPE OF RELATIONSHIP

- a. EMPLOYER HAS THE SOLE AND FINAL AUTHORITY to establish, maintain, and control and manage the operation of the Program. Associated Bank’s services under this Agreement are solely ministerial and non-discretionary in nature. Associated does not assume any responsibility, legal or otherwise, for the general design of the Program, the adequacy of its funding, or any act or omission or breach of duty by Employer. Nor is Associated in any way deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Program. Associated merely facilitates payments as directed by the Participants for the eligible expenses of the Program as determined by the Employer and does not assume any financial risk or obligation with respect to premium payments or claims for benefits payable by Employer under the Program. To the fullest extent permitted under applicable law, Associated does not intend to be a “named fiduciary,” “plan sponsor” or “plan administrator” (as such terms are defined in ERISA, other applicable law, or the Program document) or assume any of the OBLIGATIONS OR RESPONSIBILITIES CORRESPONDING TO THOSE DESIGNATIONS.
- b. Unless required by applicable law, nothing in this Agreement shall be deemed to (A) render Associated a party to the Program; (B) confer upon Associated any authority or control respecting management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program; or (C) impose upon Associated any obligation to any employee of Employer, any Participant or any person otherwise entitled to benefits through the Program.

II. RESPONSIBILITIES OF THE PARTIES

- a. Plan Sponsor and Administrator
 - i. Employer is both the sponsor and administrator of the Plan and is responsible for:
 1. ensuring the Program complies with all applicable federal, state and local tax codes, including IRS Code §§ 105, 106, and 125;
 2. establishing, amending, terminating and interpreting the Program documents and provisions;
 3. determining whether particular claims shall be paid;
 4. collecting refund payments from Participants in situations such as overpayments due to process contribution amounts, excess deduction amounts, debit card retrospective claims review collections and other situations requiring refund of overpayments; and
 5. timely notifications of Participant terminations from the Program.
 - ii. Employer will provide to Associated names and contact information for persons authorized to take actions for or provide information on behalf of Employer and/or the Program. Until notified of a change, Associated may reasonably rely upon this information.
- b. Program Design
 - i. Employer will provide Associated with a completed Benefit Design Guide for any components of its Program prior to the Effective Date of this Agreement.
 - ii. Completion of the Benefit Design Guide, and execution of this Agreement, constitute adoption of the Program, as identified in the Benefit Design Guide.
 - iii. To the best of its ability, Employer will notify Associated of any changes to the Program at least 30 days before the effective date of such changes. Program changes are subject to review and approval by Associated.
 - iv. Employer agrees to hold Associated harmless for any retroactive changes to the plan design. In the event the change requires reprocessing of claims, Employer agrees to pay the fee as set forth in the Program Fees.

- c. Plan Documents: The Wrap Document is an optional service provided at an additional cost (see Addendum - Program Fees). Where Employer has contracted with Associated to provide these services for the Wrap Document, and for all other necessary cafeteria plan documents the following will apply:
 - i. Associated will supply template plan documents to Employer. It is Employer's responsibility to create and maintain lawful Program documents, including Summary Plan Description, any amendments or material modifications as applicable, and any resolutions enacted pertaining to the adoption and operation of the Program.
 - ii. Associated will operate as though the template documents are the Program documents, unless otherwise provided by Employer
 - iii. Associated will make Program documents available in the Participant Portal when provided by Employer.
 - iv. Employer is responsible for the Program's compliance with all applicable laws and regulations, including amendments to the plan documents as necessary to comply with changes to laws or regulations, as well as distribution of documents in accordance with ERISA section 125.
 - v. Employer is responsible to pay any fee or penalty arising from the Program that is assessed by the IRS, Department of Labor, and/or other federal, state or local governmental agencies.
- d. Enrollment and Eligibility
 - i. Associated will provide Employer its standard enrollment kit in electronic format. If the Employer requires paper enrollment, there may be a separate fee charged, as set forth in the Program Fees.
 - ii. Employer agrees to supply all necessary information to Associated for enrollment of Participants in the Program.
 - iii. The submission of a Participant's enrollment form, or data submitted by the Employer regarding enrollment of a Participant, shall inform Associated that such Participant is eligible to participate in the Program and shall relieve Associated of any requirement to investigate the eligible status of the Participant.
 - iv. In supplying Participant information for nondiscrimination testing, Employer will not provide a true employee identifier. In other words, the identification number supplied will not include any Participant's Social Security number, birth date, or any other identification number as assigned by Employer and used in the regular course of employment. Where Employer uses a true employee identifier for nondiscrimination testing, Employer agrees to hold Associated harmless regarding the use of that identification number.
 - v. Employer agrees to notify Associated immediately upon termination of employment or other loss of eligibility of a Participant from a Program.
 - vi. Associated shall have no liability to Employer or Participant as a consequence of inaccurate eligibility information, and Associated shall not have any obligation to credit Employer for any claims, expenses or administrative fees incurred or paid between the end of a Participant's eligibility period and the period when Associated was notified, which occurred as a consequence of Employer failing to provide notice of any changes to Participant eligibility.
- e. Debit Card
 - i. Associated will provide Participants with a debit card integrated with the Program, if applicable, which will allow them to make purchases for eligible expenses under the Program. The debit card can be used at any eligible merchant, provided the merchant has configured the merchant code to identify itself correctly. Associated has no control over a merchant's use of codes and whether the debit card is allowed or disallowed at a point of sale.
 - ii. Debit cards are subject to the terms and conditions described in the cardholder agreement between the issuer and the individual Participants. The cardholder agreement will be provided to Participants upon the issuance of the debit card.
 - iii. Where Participants use the debit card, charges will be auto-adjudicated pursuant to Internal Revenue Service ("IRS") rules, where possible. In the event the purchase cannot be auto-adjudicated, Associated will request substantiation from the Participant.
- f. Claims
 - i. Participants may make claims for reimbursement from the Program through the Participant Portal, through the Program's mobile application, through use of the debit card, or by submitting a paper reimbursement form, which is found either in the Participant Portal or by calling Participant Services.
 - ii. Associated will review claims received from Participants in accordance with standards set forth under applicable law, including IRS guidelines concerning eligible expenses, and Department of Labor ("DOL") claims procedure regulations. Associated shall have no discretionary authority with respect to the processing of claims under the Program, as such claims shall be processed in accordance with the framework of policies, interpretations, rules, practices and procedures established by Employer for the Program.
 - iii. Associated will process reimbursements to eligible Participants for eligible expenses, in accordance with Plan terms and in its usual and customary manner.
 - iv. Reimbursements will be processed upon Associated receiving a claim request with all pertinent information, including enough information to substantiate the claim, and where Employer has sufficient funds at the time the claim is submitted. Reimbursements will occur within a timeframe established in the Benefit Design Guide.

- v. Where Employer allows Participants to receive paper checks, Employer understands Participants must have a minimum reimbursement of \$5 for a check to be issued. Otherwise, claim reimbursement will be held until the \$5 threshold is met; or until the end of the Plan's plan year, whichever occurs first. Employer authorizes Associated to affix to paper reimbursement checks any facsimile signature Employer provides to Associated. If Employer fails to provide a facsimile signature to Associated, Employer authorizes any officer of Associated and its affiliates to sign paper reimbursement checks as the representative of and on behalf of Employer.
- vi. If Participant is not able to substantiate a claim, or if payment for an expense is advanced through the debit card and subsequently deemed not an eligible expense under the Program, Associated will attempt to collect these amounts from the Participant, withhold from future claims to Participant, and/or disable the debit card to the extent permitted by applicable law. Where unsuccessful, Employer will be responsible for collecting such amounts. Associated will make data available to the Employer that identifies the Participant and amounts to enable Employer to deduct an amount equal to the unsubstantiated or ineligible reimbursement from the Participant's paycheck or to add to the Participant's taxable wages, if allowed by applicable law.
- vii. Where a claim is not paid in full, Associated shall provide written denial notices in accordance with the terms and conditions, including timeframes, of the applicable Program and applicable law.
- viii. If an administrative error occurs resulting in an overpayment or other erroneous payment to a Participant, Associated retains the right to recoup the overpayment from the Participant so the Program can be appropriately credited.
- g. Appeals
 - i. Where a Participant files an appeal of any denial, Associated will review in accordance with ERISA claims appeal rules, where applicable.
 - ii. Associated will have the authority and responsibility for interpreting the provisions of the Program and deciding all questions of fact and/or interpretation arising under the Program.
- h. Reporting
 - i. Associated shall make available to Employer at least monthly via the Employer Portal report(s) providing information such as transactions from Participant accounts during the preceding month, payment history and status of claims.
 - ii. Employer must review reports in a timely manner and notify Associated of any errors identified within two (2) business days upon receipt of such reports. After that period, Associated will correct transactional errors reflected on reports, but will not be liable for consequential damages due to any errors not reported in a timely manner.
 - iii. Periodically, where required, Associated will make data available to the Employer that identifies the Participant and amounts received from the Program to enable Employer to add such amounts to the Participant's taxable wages.
 - iv. Where Employer offers an HRA, Associated will report to the Centers for Medicare and Medicaid Services ("CMS") under Medicare section 111 for any applicable individual in connection with the Employer's HRA. Employer agrees to provide necessary information to Associated in a timely manner, including Participant Social Security numbers, to identify Medicare recipients and to complete Section 111 reporting. Where Employer fails to provide this information in a timely manner, Employer holds Associated harmless, including for any penalties from the CMS.
 - v. Upon request, Associated will provide Employer a summary of fees paid by Employer or by Participants for the most recent plan year for purposes of preparing a Schedule C (Form 5500) for the Program.
 - vi. Annually, Associated will provide Employer with a report of all reimbursement of claims, which will be made available in the Employer Portal.
 - vii. Employer shall be responsible for wage reporting and any other tax reporting requirements applicable to it and/or the Program under federal, state or local law.
- i. Books and Records
 - i. Associated will maintain the usual and customary books, records and documents, including electronic records, that relate to the Program and its Participants that either were prepared or provided to Associated. These books, records and documents are the property of Employer and Employer has the right of continuing to access them during normal business hours at the offices of Associated with reasonable prior notice.
 - ii. Associated will maintain these records for a period of seven (7) years or until delivered to Employer, whichever occurs first.
 - iii. Upon termination of this Agreement, Associated will deliver or make available for retrieval, all books, record, and documents, subject to any right to retain any copies as necessary to comply with any law or regulation. Employer may be subject to reasonable charges for transportation, copying or providing an electronic copy in a usable format.
- j. Non-discrimination Testing
 - i. Employer is responsible for non-discrimination testing of the Program under the Internal Revenue Code ("IRC"), prior to the plan start date and prior to any renewal plan-year start date.
 - ii. Associated agrees to assist Employer by providing certain non-discrimination testing annually for the Program. Additional testing can be conducted for an additional cost, as identified in the Program Fees.

- iii. Testing will include the following tests, where applicable: (KeyDCAP) Code Section 125 25% Key Employee Concentration Test; Code Section 129 More than 5% Owners Concentration Test; and Code Section 129 55% Average Benefits test.
- iv. Employer agrees to provide all necessary information in the format requested by Associated for non-discrimination testing. If the information is not provided as requested, Associated is unable to complete non-discrimination testing.
- v. Employer is solely responsible for resolving any issues raised by non-discrimination testing. Associated may provide general guidance, but ultimately it is up to the Employer to choose what option, if any, to implement in order to correct any identified failure and take appropriate action.
- vi. Employer agrees to keep all records of any non-discrimination testing, as well as records relating to remediation of issues for a period required by applicable law.
- k. 5500 Services. The 5500 Service is an optional service provided at an additional cost (see Addendum - Program Fees). Where Employer has contracted with Associated to provide these services, the following will apply:
Employer is responsible for 5500 filings under applicable Department of Labor regulations.
Employer is responsible for providing the following information for each employee welfare benefit plan:
 - i. Plan Sponsor's name;
 - ii. Plan Sponsor's EIN/TIN.
 - 1. Associated will work with a third-party vendor to prepare the Form 5500, based on the information downloaded from the DOL database and the additional information provided by Company.
 - 2. Employer is responsible for review and approval of the Form 5500.
 - 3. Employer may choose to electronically sign the Form 5500 and forward it to the third party vendor for filing, or the third party vendor electronically signs the Form 5500 based on the proper delegation of authority from the Employer. The third party vendor then electronically files the Form 5500 and obtains confirmation of successful filing and provides same to the Employer.
- l. Customer Service
 - i. Associated will maintain a telephone support line for Employers with live assistance during standard operating hours on weekdays, excluding all federal holidays and observed federal holidays.
 - ii. Participants will also have access to toll-free telephone support with live assistance during standard operating hours on weekdays, excluding all federal holidays and observed federal holidays. An automated telephone response system will be available 24 hours a day, 7 days a week.
 - iii. Associated shall not be deemed to be in default of this Agreement as a result, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, pandemic, act of God, labor controversy, civil disturbance, disruption of public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including internet access or any change in or the adoption of any law, judgment or decree.
- m. Portal
 - i. Associated will provide access to its Employer Portal to allow Employer to enter and update Participant information; access account information, enrollment forms and reimbursement forms, and to download reports. Employer may also verify whether a Program account has been opened for a Participant and transmit payroll information. Employer is responsible for all hardware and software necessary to access the Employer Portal.
 - ii. Participants will be provided an opportunity to utilize the Participant Portal, an online portal accessible by the internet, to enroll in the Program, update information, view claims and obtain electronic forms relating to the Program. Participants utilizing the Participant Portal will be required to electronically agree to the Portal agreement, E-SIGN acknowledgment, and a Mobile App agreement where they choose to also use the mobile app.
 - iii. The Employer and Participant Portal will be available 24 hours a day, 7 days a week, except during periods of scheduled system maintenance and upgrades. Employer acknowledges that the internet is a publicly accessible network and not under the control of any party. Associated Bank's provision of Services is dependent upon the proper functioning of the internet and services provided by telecommunications carriers, firewall providers, encryption system developers and others.

III. FUNDING

- a. Employer is responsible for claims made pursuant to, and the benefits to be provided by, the Program. Employer agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses as described in the applicable Program documents, if such expenses are incurred and the claim is presented for payment during the term of this Agreement, or any subsequent run-out period as may be specified by the Program.
- b. Employer will provide Associated with information relating to an Employer-owned bank account ("Employer Account") to be used for expenses related to the Program. Employer must complete an Automated Clearing House ("ACH") Authorization form and update such form any time there are changes to the Employer Account. Employer is required to deposit funds for the purposes of funding contributions, claim reimbursements, debit card transactions, and payment of Program fees.

- c. Employer shall cooperate with Associated to reconcile accounts in the event of discrepancies between the funds required to pay the expenses of the Program and the actual funds transmitted and received by the Account.
- d. The funds in the Employer Account shall be clearly separate from any funds otherwise made available for other purposes (e.g. service charges, fees, and expenses). It is the Employer's intent that the Program be operated to fall within an exception or nonenforcement policy with respect to ERISA's trust requirement for plan assets.
- e. Employer authorizes Associated to debit from the Account, for the amount of all expenses of the Program for the term of this agreement.
- f. In the event of non-sufficient funds ("NSF"), Employer agrees to any additional fee, as outlined in the Program Fees Addendum. Moreover, Associated may require Employer to fund a collateral account sufficient to pay future Program expenses.

IV. FEES

- a. Employer agrees to pay all Program Fees as applicable. Employer shall either complete an Automated Clearing House ("ACH") Authorization Form to provide Associated the ability to collect fees, or provide other means to collect all Program Fees, as mutually agreed upon.
- b. Fees are set forth in Addendum (see Addendum - Program Fees) as of the Effective Date of this Agreement. However, fees may change at any time. You will be provided notice within 30 days of any change. Optional services are billed separately and subject to change. Additional fees for services not otherwise addressed in Program Fees will be agreed upon by both Parties.
- c. Setup fees, where applicable, are nonrefundable after the Effective Date of this Agreement.
- d. Where Associated has reason to believe Employer's financial condition is such that fees may not be paid timely, Associated may require payment in advance of performing services for any particular period.
- e. HIPAA: Associated is not a "covered entity" or "plan sponsor" as those terms are defined under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder, as amended. However, Associated may be a "business associate" of Employer, and as such, should have a Business Associate Agreement. Any Business Associate Agreement attached to this Agreement in an Addendum (see Addendum – Business Associate Agreement), or as modified from time to time and executed by both Parties, is incorporated herein by reference. If there is a conflict between this Agreement and the Business Associate Agreement, the Business Associate Agreement will control but only with respect to the subject matter of the Business Associate Agreement.

V. CONFIDENTIALITY AND DATA SECURITY

- a. Confidential Information covered by this Agreement includes, but is not limited to, the following:
 - i. any Personal Information or PHI (as such terms are defined herein).
 - ii. business or financial information relating to data processing, personnel, marketing and business plans, sales, customers, pricing, costs, cost estimates, cost projections and quotations;
 - iii. other information which the disclosing party identifies in writing as confidential before or within thirty (30) days after disclosure to the receiving party.
- b. Both Parties each acknowledge that in contemplation of entering into this Agreement, each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary or confidential information of such party. Employer and Associated agree that each party shall (1) keep such proprietary or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; (3) not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement, unless required to do so by a court of competent jurisdiction or a regulatory body having authority or require such disclosure; and (4) comply with the terms of use and disclosure of PHI in any Business Associate Agreement.
- c. Employer agrees to take appropriate measures to (1) protect the security and integrity of the Employer Portal; (2) protect against unauthorized access to or use of the Employer Portal; (3) to protect all Participant information printed, extracted, downloaded or otherwise obtained from the Employer Portal from unauthorized access or disclosure; and (4) to protect all Personal Information provided to Associated or its third-party vendor partner.
- d. All Personal Information and all information entered by Participants in the Participant Portal is owned by and shall always remain the property of Associated.
- e. Employer represents and warrants it will provide the appropriate disclosures to, and obtain the appropriate authorizations or consents from, its employees that may be required under applicable law prior to sending the personal or financial information to Associated. Associated is under no duty to obtain authorization or consent and shall not be liable for any failure by Employer to obtain such authorization or consent.
- f. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in

writing and in advance by an authorized representative of the other party; or (3) if required by applicable law or regulation, or regulatory body, or otherwise pursuant to its obligations under the Business Associate Agreement.

- g. In the event Employer identifies unauthorized access to or release of Personal Information, or unauthorized access to the Employer Portal (collectively a "Security Breach Event"), Employer must notify Associated immediately and not later than within 24 hours of discovery or suspicion of a Security Breach Event has occurred. Notification will be given to Associated via telephone at 920-405-2999, or via email at cyberdefensecenter@associatedbank.com. Employer must also take appropriate and timely action to address the Security Breach Event; including investigating the cause thereof and making the appropriate changes to its systems, practices, programs, and controls to mitigate the likelihood of a recurrence. Employer will keep Associated informed in a timely manner of all relevant information regarding the Security Breach Event, including without limitation the conditions leading to the Security Breach Event, the root cause thereof, the current status of the Security Breach Event, whether the information involved was encrypted, and all other information requested in order to ascertain the specific information subject to the Security Breach Event and the identities of all affected individuals.
- h. Employer shall defend, hold harmless and indemnify Associated from and against any and all losses, damages, liabilities, judgments, fines, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whatsoever arising because of the unauthorized access to or release of Personal Information, except where such unauthorized access or release is the result of a breach of Associated Bank's obligations under this Agreement. Employer acknowledges that, in addition to indemnification of claims asserted by third parties, the foregoing indemnification obligation covers, without limitation, the costs directly or indirectly incurred in notifying affected parties of the unauthorized access to or release of Participant information, and purchasing identity theft remediation services including credit monitoring for affected parties, any fines or penalties assessed by regulatory authorities or industry groups or organization, and the cost of any study commissioned to determine the cause of the unauthorized access to or release of Personal Information.

VI. TERM AND TERMINATION

- a. Term. The initial term of this Agreement shall commence on the Effective Date set forth above for a period of three (3) years ("Initial Term") and shall thereafter automatically renew subsequent periods, for the the term of one (1) year, with each period referred to as a "Renewal Term", unless otherwise terminated as set forth herein.
- b. Termination:
 - i. Automatic Termination: This Agreement will automatically terminate at the earliest of the following (1) the effective date of any legislation which makes the Program or this Agreement illegal; (2) the date either party becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or (3) the termination date of the Program, subject to any agreement between the Parties regarding payment of benefits after the Program is terminated.
 - ii. Termination for Cause
 - 1. Associated may terminate this Agreement upon written notice in the event Employer fails to pay the Program Fees, where applicable, or fails to provide funds for payment of claims, within ten (10) business days after they are due and payable.
 - 2. Either party may terminate this Agreement without penalty for material breach of this Agreement upon giving thirty days (30) advance written notice and provided the breaching party fails to cure such material breach within such notice period.
 - iii. Termination without Cause: Either party may provide notice of non-renewal to the other at least ninety (90) days in advance of the end of current term.
- c. Impact of Termination
 - i. Upon termination of this Agreement, Associated will complete services that pertain to the period prior to the effective date of the termination. This will include review and payment of claims for the runout period after the final plan year (or part thereof) up to 90 days, at the discretion of the Employer. Employer is responsible for all fees related to these services during that period.
 - ii. For terminations prior to the completion of the Initial Term for any reason other than those listed in the Automatic Termination section above, an early termination fee will be assessed to the employer in the amount of \$25 times the number of health savings accounts active at any time during the final year in which Associated provided administration services.
 - iii. Associated may charge reasonable fees for reports or other information requests from Employer following termination of this Agreement.
- d. The provisions in this Agreement regarding indemnity, confidentiality, privacy, security, limitation of liability, governing law, dispute resolution and venue, shall survive the expiration or termination of this agreement for any reason as well as other provisions that by their nature are intended to survive termination of this Agreement.

VII. INDEMNIFICATION

- a. Whenever possible and consistent with this Agreement, Associated will act as directed by Employer. Associated is entitled to rely on any information provided by Employer as accurate, valid and complete.

Moreover, Employer agrees to indemnify Associated for its good faith actions or failures to act in accordance with directions or data received from Employer, including its authorized agents.

- b. Employer agrees to indemnify Associated, its agents, affiliates and subsidiaries, successors and assignees (each, an "Indemnified Party") from and against any and all losses, damages, claims, demands, actions causes of action and related costs or expenses, including, without limitation, reasonable attorneys' fees and legal expenses and sums paid or incurred in connection with settling or defending such claims, actions or judgments, incurred by or made against the Indemnified Party as a result of (1) any breach of Employer's material obligations, representations, warranties or covenants under this Agreement, except to the extent resulting from the gross negligence, bad faith, or willful misconduct on the part of the Indemnified Party; (2) any negligent act or omission or misrepresentation by any officer, director, employee or authorized agent of Employer in connection with the performance of Employer's duties under this Agreement; or (3) actions or failures to act in accordance with the directions and data received from Employer or Employer's authorized agents.
- c. Employer further indemnifies Associated from any liability, expense, demand or other obligation resulting from or arising out of any applicable premium charge, tax or similar assessment (federal or state) for which the Program or Employer is solely liable.
- d. These obligations are in addition to any indemnification obligations related to confidentiality referenced herein.
- e. Associated agrees to hold Employer, its employees, directors and agents harmless against all damages, losses and other liabilities incurred arising from any gross negligence or intentional misconduct by Associated in performing this Service Agreement.
- f. Associated has the right to elect to assume defense and control such defense, including selection of counsel.

VIII. LIMITATION OF LIABILITY

- a. While knowledge of the legal, tax and financial issues related to the products, services and advice offered by Associated is an important part of its expertise, the products, services, and advice do not constitute, and should not be construed as providing, legal, tax or financial advice. Employer agrees to use the products, services or advice offered under this Agreement at its own risk and to take full responsibility for any use it may make of the products, services or advice offered under this Agreement. Employer acknowledges that, in providing products, services or advice under this Agreement, Associated is not acting in the capacity of a fiduciary, and Employer hereby waives any rights to pursue any type of fiduciary claim against Us.
- b. Associated is not responsible or liable for acts or omissions made in reliance upon erroneous data provided by Employer, including officers, employees, agents or subcontractors, or Employer's failure to perform duties or obligations under this Agreement.
- c. Employer agrees that Associated shall not be liable in any respect for the actions or omissions of any third-party wrongdoers (i.e. hackers, not employed by such party or its affiliates) or any third parties involved in the services and shall not be liable in any respect for the selection of any such third party, unless that selection was grossly negligent.
- d. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND EXCEPT AS PROHIBITED BY APPLICABLE LAW, NEITHER ASSOCIATED NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DAMAGES RELATING TO LOSS OF PROFITS, INCOME, GOODWILL OR DATA), WHETHER OR NOT ASSOCIATED OR ITS AFFILIATES KNEW OR WERE APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL ASSOCIATED NOR ITS AFFILIATES BE LIABLE FOR ANY CLAIM OR CLAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY (I) IN THE CASE OF A TRANSFER OF MONEY OR OTHER PAYMENT THAT IS MISDIRECTED, LOST OR OTHERWISE PAID TO THE WRONG PERSON AS A RESULT OF FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR APPLICABLE LAW, FOR AN AMOUNT IN EXCESS OF THE FACE AMOUNT OF SAID TRANSFER AND (II) IN ALL OTHER CASES, FOR AN AMOUNT IN EXCESS OF THE TOTAL PROGRAM FEES PAID BY EMPLOYER DURING THE 12-MONTH PERIOD PRIOR TO THE MONTH IN WHICH THE ACT OR OMISSION GIVING RISE TO THE CLAIM OCCURRED.
- e. NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST ASSOCIATED UNDER THIS AGREEMENT.
- f. NO CLAIM MAY BE ASSERTED AGAINST ASSOCIATED WITH RESPECT TO ANY EVENT, ACT OR OMISSION THAT OCCURRED MORE THAN THIRTY-SIX (36) MONTHS PRIOR TO SUCH CLAIM BEING ASSERTED.

IX. INTELLECTUAL PROPERTY

Each party owns all right, title and interest (including all intellectual property rights) in and to its trademarks, service marks, logos, and taglines (collectively, "Marks") and this Agreement does not confer on a party any right, interest, claim or title in or to the other party's Marks or any intellectual property therein and no license (whether express or implied) is granted to a party, by estoppel or otherwise, to the other party's Marks or any intellectual property therein.

X. SURVIVAL

The provisions of Sections V, VII, VIII, XI, and XII shall survive the expiration or termination of this Agreement for any reason as well as other provisions that by their nature are intended to survive the termination of this Agreement.

XI. ARBITRATION

If the parties are unable to resolve any Dispute as contemplated by Section 12 of this Agreement, such Dispute will be resolved by binding arbitration in accordance with the terms of this Section as set forth below. Any party may by summary proceedings, bring an action in court to compel arbitration of a Dispute. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

Governing Rules: Arbitration proceedings will be administered by the American Arbitration Association (“AAA”) or such other administrator as the parties will mutually agree upon. Arbitration will be conducted in accordance with the AAA Commercial Arbitration Rules. If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein will control. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). The arbitration will be conducted at a mutually agreed upon location in the state whose laws are set forth in Section 12.1 of this Agreement as the governing law for the Agreement (“Arbitration State”), as selected by the AAA or other administrator; the parties hereby waive any claim of forum non conveniens. All statutes of limitation applicable to any Dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction; provided, however, that nothing contained herein will be deemed to be a waiver, by any party that is a bank, of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

No Waiver; Provisional Remedies: No provision hereof will limit the right of any party to obtain provisional or ancillary remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration State or elsewhere before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy will not waive the right of any party to compel arbitration or reference hereunder.

Arbitrator Powers: Arbitrators (1) will resolve all Disputes in accordance with the substantive law of the Arbitration State, without regard to such state’s conflict of laws provisions, (2) may grant any remedy or relief that a court of the Arbitration State could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (3) will have the power to award recovery of all costs and fees, to impose sanctions, and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure or the Rule of Civil Procedure in the Arbitration State.

XII. GOVERNING LAW; DISPUTE RESOLUTION; VENUE

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles, and, to the extent applicable, the laws of the United States.

The parties will attempt in good faith to amicably resolve any dispute, claim or breach arising out of or relating to the Agreement (each, a “Dispute”) by negotiations between executives of the parties who have authority to settle the Dispute.

The parties shall continue to perform their obligations under the Agreement in good faith during the resolution of such dispute, as if such dispute had not arisen, unless and until the Agreement is terminated.

The parties hereby agree that the Wisconsin Circuit Court for Brown County and the United States District Court for the Eastern District of Wisconsin shall have exclusive jurisdiction over any controversy between the parties hereto relating to the Agreement. The parties hereto hereby submit to the personal jurisdiction of such courts, hereby waive any claim or defense based on the jurisdiction or venue of such courts and agree not to commence an action against the other party in any other court.

XIII. FORCE MAJEURE

Neither party shall be liable for any delay in performing hereunder if such delay is caused by conditions beyond its control, such as (by way of illustration) government restrictions, wars, insurrections, acts of terrorism, pandemic or natural disasters, provided the affected party is without fault in causing such delay, uses all reasonable diligence to mitigate the effects of the force majeure event and restore normal operations as soon as possible, and implements its disaster recovery Benefit Plan in accordance with its terms, as applicable.

XIV. MISCELLANEOUS

- a. Employer agrees all electronic transfers of funds are subject to the rules of applicable automated clearinghouse organizations, state laws and federal laws and regulations.

- b. Each Party agrees to retain a copy of this Agreement for the duration of the relationship and for six (6) years thereafter, or as otherwise required by state or federal law.
- c. Assignment: Employer may not assign this Agreement or its duties hereunder without Associated Bank's prior written consent.
- d. Waiver: The failure of either party to enforce at any time or for any period any of the provisions of this Agreement shall not be construed as a waiver of such provisions.
- e. This Agreement is a valid and legal agreement binding on the parties hereto and enforceable in accordance with its terms. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or to violate any applicable law, then it shall be deemed null and void solely to the extent thereof, without affecting the rest of this Agreement.
- f. Notice: Any notice, request, demand, or other communication required or permitted to be given hereunder shall be deemed to be given upon receipt after having been personally delivered; deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested; or with a nationally recognized overnight delivery service (e.g., Federal Express, DHL, UPS) as follows:
 - i. Employer: The most recent address and contact information on file.
 - ii. Associated Bank, P.O. Box 19097, Green Bay, WI 54307
- g. Entire agreement: This Agreement contains the complete understanding of the parties relating to the subject matter herein and shall be deemed to supersede and cancel all previous contracts, arrangements, prior negotiations and/ or understandings.

XV. STATE-SPECIFIC DISCLOSURES

MICHIGAN

The state of Michigan requires in statute MCL 550.932 that:

- a. The person contracting for the services shall provide written notice to each individual covered by the plan, which written notice shall contain the following information:
 - i. What benefits are being provided.
 - ii. Of changes in benefits.
 - iii. The fact that individuals covered by the plan are not insured or are only partially insured, as the case may be.
 - iv. If the plan is not insured, the fact that in the event the plan or the plan sponsor does not ultimately pay medical expenses that are eligible for payment under the plan for any reason, the individuals covered by the plan may be liable for those expenses.
 - v. The fact that the TPA merely processes claims and does not insure that any medical expenses of individuals covered by the plan will be paid.
 - vi. The fact that complete and proper claims for benefits made by individuals covered by the plan will be promptly processed but that in the event there are delays in processing claims, the individuals covered by the plan shall have no greater rights to interest or other remedies against the TPA than as otherwise afforded them by law.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement as of the date first written above.

COMPANY NAME

ASSOCIATED BANK, N.A.

Signature

Melissa Hukriede

Signature

Print Name

Melissa Hukriede

Print Name

Title

SVP, Director of HSA/TPA Solutions

Title

Addendum – Business Associate Agreement

This Business Associate Agreement (“Agreement”) is entered into between [Enter Employer Name] (“Covered Entity”) on behalf of the plans covered by the Administrative Services Agreement and Associated Bank, N.A. (“Business Associate”), collectively “The Parties,” as of [Enter Effective Date] (“Effective Date”).

I. BACKGROUND

Business Associate is the claims administrator for Covered Entity’s Health Reimbursement Account (HRA) and/or Health Flexible Spending Account (FSA). As such, Business Associate will have access to Protected Health Information (PHI) related to those plans. The purpose of this Agreement is to comply with the Business Associate Agreement requirements as set forth in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time (collectively, “HIPAA”) and as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”). In the event of any inconsistency between the provisions of this Agreement and the HIPAA Privacy and Security Rules, as may be amended from time to time by the Secretary or as a result of interpretations by HHS, a court, or another regulatory agency, the HIPAA Privacy and Security Rules shall prevail.

II. DEFINITIONS

- a. Unless otherwise specified in this Agreement, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of HIPAA, as amended by HITECH.
- b. Breach shall have the meaning given in 45 CFR §164.402.
- c. Designated Record Set shall have the meaning given in 45 CFR §164.501.
- d. Electronic Protected Health Information shall have the meaning given in 45 CFR §160.103.
- e. HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996 and any amendments thereto.
- f. “HIPAA Privacy and Security Rules” shall mean HIPAA, HITECH, 45 CFR parts 160-164, and any other implementing regulations pertaining to the privacy or security of PHI.
- g. HITECH shall mean the Standards for Privacy and Security of Personal Health Information in Subtitle D (Privacy) of the Health Information Technology Economic and Clinical Health Act of 2009.
- h. Limited Data Set shall have the meaning given in 45 CFR §164.514(e)(2).
- i. Minimum Necessary shall mean a Limited Data Set or, if needed, the minimum necessary PHI to accomplish the intended purpose of a use, disclosure or request, until the effective date of the guidance required by §13405(b)(1)(B) of HITECH, at which time the term shall have the meaning specified in such guidance.
- j. Protected Health Information (PHI) shall have the meaning given in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- k. Required by Law shall have the meaning given in 45 CFR §164.103.
- l. Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- m. Unsecured Protected Health Information shall have the meaning given in 45 CFR §164.402.

III. BUSINESS ASSOCIATE ACKNOWLEDGEMENTS, OBLIGATIONS, PERMITTED USES AND DISCLOSURES

- a. Business Associate acknowledges it is subject to the requirements of the HIPAA Privacy and Security Rules to the extent required by HITECH and will comply with those rules and any other requirements applicable to Business Associate relating to the confidentiality of PHI under any federal or state law, including but not limited to the regulations pertaining to the confidentiality of substance use disorder patient records found at 42 CFR Part 2.
- b. Except as otherwise expressly limited in the Agreement, Business Associate may use or disclose PHI:
 - i. To perform functions, activities, or services for, or on behalf of, Covered Entity in connection with the Administrative Services Agreement and any other agreements in effect between Covered Entity and Business Associate.
 - ii. For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that if Business Associate further discloses PHI:
 1. The disclosure is Required by Law; or
 2. The Business Associate obtains reasonable assurances from the third-party to whom the information is disclosed that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third-party and the third-party agrees to notify the Business Associate of any instances of which the third-party is aware in which the confidentiality of the information has been Breached.
 - iii. To provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).
 - iv. To report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j) (1), Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- c. Except as permitted by 45 C.F.R. §164.502(b)(2), Business Associate agrees to limit its use, disclosure and requests of PHI under the Agreement to the Minimum Necessary.

- d. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement and will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the HIPAA Privacy and Security Rules.
- e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of unsecured PHI, as required by 45 CFR § 164.410, and any security incidents of which it becomes aware, and agrees further to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to immediately report to Covered Entity as soon as reasonably practicable, but not later than 60 days, after becoming aware of any Breach of Unsecured Protected Health Information in accordance with 45 CFR §164.410. Business Associate agrees to ensure that any subcontractor(s) that create, receive, maintain, or transmit PHI on behalf of the Business Associate, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's Electronic PHI as required by the HIPAA Privacy and Security Rules.
- g. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- h. Business Associate agrees to provide to Covered Entity or an individual, in time and manner reasonably designated by Covered Entity, information collected in accordance with Section III. (h) of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528.
- i. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- j. If Business Associate maintains PHI in a Designated Record Set for Covered Entity, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an individual, and in the time and manner reasonably designated by Covered Entity .
- k. Business Associate agrees to make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy and Security Rules.
- l. Business Associate agrees it shall not directly or indirectly receive remuneration in exchange for disclosing PHI received from or on behalf of Covered Entity except as specifically permitted by 45 CFR §164.502(a)(5)(ii).

IV. COVERED ENTITY OBLIGATIONS

- a. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy and Security Rules if done by Covered Entity.
- b. Except as permitted by 45 CFR §164.502(b)(2), Covered Entity agrees to limit its use, disclosure and requests of PHI under the Agreement to the Minimum Necessary.
- c. Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity's Notice of Privacy Practices under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- d. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose his or her PHI, if such changes affect Business Associate's permitted or required uses and disclosures of PHI.
- e. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522.
- f. Covered Entity shall be solely responsible for determining which entities and individuals it shall give access to PHI whether PHI is maintained by Covered Entity directly or whether PHI is maintained through any third-party source, website or database. Covered Entity's responsibility in granting such access will include the responsibility to monitor and terminate access where appropriate.
- g. Covered Entity shall be responsible for complying with the Breach notification rules in HITECH §13402 and implementing regulations (45 CFR §164.402).

V. TERM AND TERMINATION

- a. This Agreement shall remain in effect until such time as all other agreements between Covered Entity and Business Associate are terminated unless terminated earlier as provided herein.

- b. Upon one party's knowledge of a material violation of this Agreement by the other party, the non-violating party shall either: (a) provide an opportunity for the violating party to cure the violation or end the violation and terminate this Agreement (and any underlying agreement) if the violating party does not cure the violation or end the violation within ten (10) business days; or (b) immediately terminate this Agreement (and any underlying agreement) if cure is not possible.
- c. Except as provided in paragraph (d) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. MISCELLANEOUS

- a. Regulatory References: A reference in this Agreement to a section in the HIPAA Privacy and Security Rules means the section as in effect, and for which compliance is required.
- b. Amendment: The parties mutually agree to enter into good faith negotiations to amend this Agreement from time to time in order for Covered Entity or Business Associate to comply with the requirements of HIPAA or HITECH, as they may be amended from time to time, and any implementing regulations that may be promulgated or revised from time to time.
- c. Interpretation: Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA and HITECH.
- d. No Third-Party Beneficiaries: The parties agree that there shall be no third-party beneficiaries to this Agreement, including but not limited to individuals whose PHI is created, received, used and/or disclosed by this Business Associate in its role as business associate.
- e. No assignment: Covered Entity and Business Associate agree that this Agreement will not be assignable by either party except as expressly provided herein.
- f. Binding Effect: This Agreement shall be binding upon the parties hereto and their successors and assigns.
- g. Survival: The respective rights and obligations of Business Associate, as described above in Section III., shall survive the termination of this Agreement.
- h. Address for Notices to Business Associate: Any notices that may be required to be provided to Business Associate under the terms of this agreement shall be provided in writing via certified mail to the following address:

HIPAA Privacy Officer
 Associated Bank
 MS: 7004
 PO Box 19097
 Green Bay, WI 54307-9097

Any notices that may be required to be provided to Covered Entity under the terms of this agreement shall be provided in writing via certified mail to the main address Business Associate has on file for Covered Entity or such other address as designated by Covered Entity in writing.

- i. Entire Agreement: This Agreement constitutes the entire Agreement between Covered Entity and Business Associate with respect to the matters covered herein. Covered Entity and Business Associate agree that there were no inducements or representations leading to the execution of this Agreement, nor any other agreements between them, other than those contained in this Agreement.
- j. Counterparts: This Agreement may be executed in any number of counterparts, which, when taken together, shall constitute one original.

COMPANY NAME

ASSOCIATED BANK, N.A.

Signature

Melissa Hukriede

Signature

Print Name

Melissa Hukriede

Print Name

Title

SVP, Director of HSA/TPA Solutions

Title

Addendum - Program Fees

Program Fee Effective Date: 1/1/2025

Initial Rate Guarantee Period: 3 Year

Health Reimbursement Arrangements (HRA) & Flexible Spending Accounts (FSA)

Includes Health Reimbursement Arrangements (HRAs), Healthcare Flexible Spending Accounts, Dependent Care accounts, and/or Commuter Benefit Plans.

Pricing and fees	Paid by	Amount
Implementation fee Includes creation of employer and plan(s) in system, enrollment of employees, initialization of employer portal and participant portal.	Employer paid	\$250.00
Renewal fee Includes updates to employer and/or plan information and enrollment of employees.	Employer paid	\$150.00
Monthly service fee One monthly service fee applies per participant, regardless of the number of accounts elected.	Employer paid	\$3.75
Minimum monthly fee Only one minimum monthly administration fee applies. Fees for the following benefit plans will count towards the minimum: Health Reimbursement Arrangements, Health FSAs, Limited Purpose FSAs, Dependent Care, Commuter Benefit Plans, and Lifestyle Spending Accounts.	Employer paid	\$60.00
Debit card initial issuance	N/A	Included
Enrollment materials	Employer	Electronic materials: \$0.00 Printed materials: Quoted upon request

Addendum - Program Fees

Program Fee Effective Date: 1/1/2025

Initial Rate Guarantee Period: 3 Year

Lifestyle Spending Accounts (LSA)

Pricing and fees	Paid by	Amount
Implementation fee Includes creation of employer and plan(s) in system, enrollment of employees, initialization of employer portal and participant portal.	Employer paid	\$250.00
Renewal fee Includes updates to employer and/or plan information and enrollment of employees.	Employer paid	\$150.00
Monthly service fee	Employer paid	<input type="checkbox"/> \$2.00 when offered to all employees with no debit card
Minimum monthly fee Only one minimum monthly administration fee applies. Fees for the following benefit plans will count towards the minimum: Health Reimbursement Arrangements, Health FSAs, Limited Purpose FSAs, Dependent Care, Commuter Benefit Plans, and Lifestyle Spending Accounts.	Employer paid	\$60.00
Debit card initial issuance	N/A	Included when debit card offered
Enrollment materials	Employer	Electronic materials: \$0.00 Printed materials: Quoted upon request

Additional Services

Pricing and fees	Paid by	Amount
Data Integrations	Employer paid	\$1,000 per connection
Premium Only Plan (POP) Documents	Employer paid	<input checked="" type="checkbox"/> Included with administration services <input type="checkbox"/> Stand alone: \$250 per document
Non-Discrimination Testing	Employer paid	<input checked="" type="checkbox"/> Included with administration services <input type="checkbox"/> Stand alone: \$1,500 per test
IRS Form 5500 Preparation and Filing	Employer paid	\$500 per form for each filing
Wrap document	Employer paid	Initial document: <input type="checkbox"/> With administration services: \$500.00 <input type="checkbox"/> Stand alone: \$1,500 per document Updates to documents: <input type="checkbox"/> With administration services: \$250.00 <input type="checkbox"/> Stand alone: \$1,500 per document

HSA cash balances are **FDIC insured** up to the Standard Maximum Deposit Insurance Amount (SMDIA). Deposit products are offered by Associated Bank, N.A. **Member FDIC.**

Investment, Securities and Insurance Products

NOT FDIC INSURED	NOT BANK GUARANTEED	MAY LOSE VALUE	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY	NOT A DEPOSIT
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Associated Benefits Connection is a marketing name used by Associated Bank, N.A. (ABNA). ABNA administers benefit programs sponsored by employers, which include flexible spending accounts (FSAs), health reimbursement accounts (HRAs) and commuter benefits and is subject to pending state licensure and regulatory approval. Associated Bank and Associated Bank Private Wealth are marketing names AB-C uses for products and services offered by its affiliates. Investment management services are provided by Kellogg Asset Management, LLC® ("KAM"). KAM and Associated Bank, N.A. are wholly-owned affiliates of Associated Banc-Corp (AB-C). AB-C and its affiliates do not provide tax, legal or accounting advice. Please consult with your advisors regarding your individual situation.