

AMENDED AGENDA AS OF 1:00 P.M. 12/19/2011

Addition of Item # C-5a – Discussion and possible direction regarding amendment to allowed hours of operation for Class A Licensees (sellers of packaged beer and/or liquor) (Councilmember Olsen request)

**CITY OF WHITEWATER
COMMON COUNCIL AGENDA**
Common Council Meeting
Tuesday, December 20, 2011 – 6:30 p.m.
City of Whitewater Municipal Building Community Room
312 W. Whitewater Street Whitewater, Wisconsin

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE.

CA-A	Approval of Common Council Minutes of 11/15/2011.
CA-B	Approval of Payment of Invoices Processed through 12/14/2011.
CA-C	Acknowledgment of Receipt and Filing of the Following: *Park and Rec. Minutes of November 7, 2011. *Tech Park Minutes of November 9, 2011. *Urban Forestry Minutes of August 16, September 20 and October 18, 2011. *Plan Commission Minutes of November 14, 2011. *Library Board Minutes of November 14, 2011. *CDA Minutes of October 24, 2011. *Landmark Minutes of September 15 and October 5, 2011. *Report of Manually-Issued Checks for November, 2011.
CA-D	Expedited approval of the following items, per city staff recommendation: R-1, O-1, O-2, C-3, C-6, C-7, C-8.

REPORTS:

City Manager	1) Update on Innovation Center / University Technology Park; 2) Way-Finding Signage Program
Library Director	1) Update on Library Space Needs.

HEARING OF CITIZEN COMMENTS. No formal Common 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.

RESOLUTIONS:

*R-1	2012 Salary Resolution Amendment #1 (Asst. to City Manager Request)
R-2	Resolution authorizing Membership in the Cities and Villages Mutual Insurance Company (Asst. to City Manager Request)

ORDINANCES: First Reading - NONE

ORDINANCES: Second Reading

*O-1	Ordinance amending Ch. 7.27, Possession and Use of Synthetic Cannabinoid Substances Prohibited. (Chief of Police Request)
*O-2	Ordinance amending Section 1.21.010 Schedule of Deposits.

CONSIDERATIONS:

C-1	Approval of Milwaukee Street Design (DPW Director Request)
C-2	Approval of Amendments to City of Whitewater Personnel Policy Manual (Asst. to the City Manager Request)
*C-3	Approval of contract with Radicom for maintenance services for Police Department Radio Equipment. (Police Chief Request)
C-4	Discussion and consideration of approval of 2012 Capital Improvement Plan and Related Financing. (DPW Director Request)
C-5	Discussion and Possible Direction regarding procedure for handling appointments to vacant councilmember positions (Councilmember Binnie request)
C-5a	Discussion and possible direction regarding amendment to allowed hours of operation for Class A Licensees (sellers of packaged beer and/or liquor) (Councilmember Olsen request)
*C-6	Approval of 2012-2013 Ambulance Contract with Town of Whitewater (City Manager Request)
*C-7	Appointment of 2012-2013 Election Inspectors (City Clerk Request)
*C-8	Consideration of Cancellation of the January 3, 2012 Council Meeting
C-9	Request for future Agenda Items.
C-10	<u>EXECUTIVE SESSION.</u> Adjourn to Executive Session, not to reconvene , per Wisconsin Statutes 19.85(1)(e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session” and 19.85 (1)(g) “Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.” Item to be Discussed: 1) Indian Mound Preserve Property Encroachment and Possible Resolution.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk at least 24 hours prior to the meeting.

Items denoted with asterisks will be approved on the Consent Agenda unless any council member requests that it be removed for individual discussion.

MEMORANDUM

TO: Common Council

FROM: Kevin Brunner, City Manager

DATE: December 15, 2011

RE: Comments on December 20, 2011 Agenda Items

1. 2012 Salary Resolution Amendment #1.

I am in support of the amendment to the Salary Resolution that would create a new position called "GIS Technician" that would take the place of a former AFSME union position entitled "Engineering Technician". Scott Weberpal, who was put in a temporary position called "Zoning/GIS Technician" several months ago, would assume this new position effective January 1st. Weberpal will work with both the Public Works and the Neighborhood Services Departments on Geographic Information System (GIS) work as well as maintenance of all of our maps and as-built drawings. Please note that this will mean that some of our work that was previously done by the former Engineering Technician for onsite construction administration will now be contracted out.

2. Resolution authorizing Membership in the Cities and Villages Mutual Insurance Company.

Cameron Clapper, Doug Saubert and I have done considerable work over the last month reviewing potential changes to our City insurance program. We took competitive proposals and are recommending that we become a member of the Cities and Villages Mutual Insurance Company (CVMIC). In addition to some significant cost savings we believe that membership in CVMIC will bring, there are also value-added benefits in terms of training opportunities, enhanced risk management and HR assistance that we currently do not receive from our participation in the League of Wisconsin Municipalities insurance program.

I was part of the founding of CVMIC in 1987 and the company has been an unmitigated success in its now almost 20 years of operation. Not all cities and villages are even considered for membership, so I am pleased that after presentation of what we currently do here in Whitewater in terms of our overall management and risk management practices that CVMIC is willing to add the City of Whitewater to its membership.

There is a lot of detail in the report that is contained in your agenda packet and I want to compliment Cameron Clapper who did an excellent job of putting this together for Council review. I am pleased to recommend our participation in CVMIC beginning in 2012.

3. Approval of Milwaukee Street Design.

As DPW Director Dean Fischer highlighted in his memo, we had about 20 people attend the neighborhood meeting last week at which the Milwaukee Street design alternatives were discussed. There were two major issues that citizens and stakeholders raised at this meeting: 1) Allowing for on street parking, particularly in the section of Milwaukee Street from Dana

Street to South Esterly Street; and 2) The width of sidewalks. I believe that the design that is recommended will accommodate the first concern and that the inclusion of five foot sidewalks rather than the current four foot sidewalks makes good sense for two reasons: 1) the 5 foot width complies with ADA regulations (we certainly do have a lot of individuals in wheelchairs living in and around this part of the City); and 2) this maintains our sidewalk standard of five feet. While you could argue that the additional cost should be weighed into this, I believe that meeting the ADA standards as well as maintaining our local construction standards should take precedence. Milwaukee is also a major collector street and as the City grows to the east, I would anticipate more pedestrian traffic on this street.

4. Approval of Amendments to City of Whitewater Personnel Policy Manual.

Recommend approval. Please note that these proposed changes have been reviewed previously in closed session with the Common Council and have also been reviewed by City labor counsel Jonathan Swain.

5. Approval of contract with Radicom for maintenance services for Police Department Radio Equipment.

Recommend approval.

6. Discussion and consideration of approval of 2012 Capital Improvement Plan and Related Financing.

In your packets you have a proposed schedule for capital improvement plan projects for 2012 to 2014 that would be financed along with some spreadsheets done by City financial advisors Robert W. Baird and Company that show the impact on the City's combined debt service general fund as well as on our utilities. I think it is important to note that our goal in structuring future general fund debt is to cap that at \$550,000 per year. This has been a goal that has been discussed previously with the Council and as I have noted to you, as our revenues from LS Power continue to diminish and as our capital needs continue to increase, we need to increase our total City debt service. Our current annual general fund debt service is almost \$400,000 less than what it was ten years ago in 2002.

You will note that the CIP financing for 2012-2014 will include borrowing for the following funds: Water (\$1,101,813); Sewer (\$1,382,039); General Fund (\$5,778,813); and Stormwater (\$445,750) for a grand total of \$8,708,415. We would propose that we would issue bonds next spring for these projects and would not consider any additional borrowing until 2015-2016 if necessary.

I also want to highlight two projects that, while they have been discussed before, they have not been planned for borrowing. The first is setting aside \$1,250,000 for EMS/Fire Department building needs. Since I came to be Whitewater's City Manager over seven years ago, there have been acute EMS/Fire facility needs. I do not believe that we can continue to delay implementation of plans to expand and improve our existing EMS/Fire Department station. In 2009, we prepared detailed plans for the Fire/EMS expansion for a possible federal grant that was ultimately not successful. However, those plans were well thought out and we have updated the estimated cost for this project based upon the design completed two years ago.

In addition, we are allocating \$225,000 for a parking lot at Starin Park that would augment the "Field of Dreams" project which, if the project would be built as currently designed would cost approximately \$450,000, all of which would be contributed in private funding. It's apparent to me that provision of parking for the "Field of Dreams" as well as for the rest of Starin Park should really be a City project and should not be subject to private fundraising for the "Field of Dreams" itself. As such, we have included this parking lot in the proposed future city borrowing. This project is scheduled for 2013.

The other thing I would like to point out is that in an effort to better stage future projects on the City's east side as well as to finance them, we are proposing that the Milwaukee Street project be completed in 2012, the Eastgate project be moved from 2013 to 2014 and that the Newcomb/Milwaukee Street Intersection project be moved from 2015 to 2016. In this manner we will have three major projects on the east side being completed every other year over the next five year period.

7. Approval of 2012-2013 Ambulance Contract with Town of Whitewater.

As I noted at the last Common Council meeting, the Town of Whitewater wanted to negotiate an additional standby charge with the City in exchange for the City being responsible for the collection of all ambulance billings. We have looked at our three year history and determined that an amount of \$6,500 (please see my enclosed letter to Town Chair Ron Fero for more explanation) is an appropriate amount to include for the City assuming this responsibility. Please note that at the conclusion of next year, we will review what delinquent accounts we have incurred with Town transports and we would adjust this amount in 2013 and subsequent years based on that actual experience. There is language in the contract that requires that this review occur.

I was informed by Town Chair Fero today that the Town Board approved this contract at its meeting last evening.

If you have any questions regarding any of these items, please feel free to contact me.

**ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL ACTIONS OF
THE COMMON COUNCIL OF THE CITY OF WHITEWATER, WALWORTH AND
JEFFERSON COUNTIES, WISCONSIN.**

November 15, 2011

The meeting of the Common Council was called to order at 6:30 p.m. by Council President Singer. MEMBERS PRESENT: Binnie, Singer, Kienbaum, Stewart, Winship. (AD 2 seat is currently vacant) MEMBERS ABSENT: Olsen. LEGAL COUNSEL PRESENT: Wallace McDonell.

It was moved by Stewart and seconded by Binnie to acknowledge receipt and filing of the following: University Whitewater Technology Park Board Minutes of October 12, 2011; Park and Recreation Board Minutes of October 3 and October 10, 2011; Report of Manually-Issued Checks for October, 2011 and Financial Statements for September 2011. AYES: Winship, Binnie, Singer, Kienbaum, Stewart, NOES: None. ABSENT: Olsen.

APPROVAL OF PAYMENT OF INVOICES. It was moved by Stewart and seconded by Binnie to approve payment of invoices in the total sum of \$251,645.05. AYES: Winship, Singer, Stewart, Kienbaum, Binnie. NOES: None. ABSENT: Olsen.

STAFF REPORT. City Manager Brunner reported on **Legislative Updates.** Park and Recreation Director Anundson reported **attendance at conference.** Library Director Lunsford reported on **attendance at Library Conference.**

HEARING OF CITIZEN COMMENTS. Alan Luckett reported that the Birge Fountain had been vandalized. Police Chief Otterbacher introduced Brian Uhl, new Captain of Whitewater Police Department.

PUBLIC HEARING: PUBLIC HEARING ON 2012 CITY OF WHITEWATER BUDGETS. City Manager Brunner presented an overview of the 2012 city budgets. Brunner noted that the proposed budget in 2011 was \$9,264,199, while in 2012 the proposal is \$9,134,425 (down 1.4%). Brunner noted that the proposed levy is the same, with no increase (although the levy could have been increased by .47% due to new construction). The proposed tax rates are up 2 cents per thousand in Walworth County and down one cent in Jefferson County. Brunner stated that the average tax rate of other cities in the population range of 12,500 – 17,500 is \$6.89 per thousand, while Whitewater's proposed rate is \$5.11 per thousand (two counties averaged). Brunner noted that that the average rate per thousand in other Wisconsin University communities is \$8.02, versus the proposed \$5.11 rate in Whitewater. The Public Hearing regarding the 2012 budget was opened by Council President Singer. No citizens spoke to the budget, and the Public Hearing was closed.

RESOLUTION ADOPTING CITY OF WHITEWATER BUDGETS FOR 2012. Since several councilmembers wanted to maintain the community service officer position, it was moved by Binnie and seconded by Winship to amend the Resolution to incorporate a .47% raise in the levy (\$13,000). AYES: Winship, Binnie, Kienbaum, Stewart. NOES: Singer. ABSENT: Olsen.

RESOLUTION ADOPTING THE 2012
BUDGETS

WHEREAS, the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, has considered the detailed estimates of the money which will be required for the ensuing year for local, county, and state purposes; and

WHEREAS, the Common Council considered said estimates and those estimates have been submitted to a Public Hearing to be held on November 15, 2011, as required by § 65.90 of the Wisconsin Statutes; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there is hereby levied upon all taxable property in said City, the following amounts for the ensuing year:

FOR THE PURPOSES, WALWORTH AND JEFFERSON COUNTIES,
WISCONSIN:

\$2,864,990

BE IT FURTHER RESOLVED by the Common Council of the City of Whitewater that there is hereby appropriated out of the receipts of the City of Whitewater for 2012, including monies received from the general property tax levy, to the various purposes set forth in the budget for the purposes stated herein, the following amounts:

EXPENDITURES-	General Fund	REVENUES-	General Fund
General Government	\$1,582,233	General Revenues	\$6,182,435
Public Safety	3,893,884	Unrestricted	100,000
Public Works	956,576	Property Tax	2,864,990
Culture/Recreation	1,167,169	TOTAL	<u>9,147,425</u>
Conserv/Development	101,540		
Debt Service	449,732		
Sinking Funds	348,463		
Community	59,330		
Solid Waste/Recycling	334,077		
Capital Projects	155,046		
Contingencies	99,375		
TOTAL	<u>9,147,425</u>		

BE IT FURTHER RESOLVED that the following Utility Budgets were authorized for 2012:

Wastewater Utility	\$3,400,401
Water Utility	\$2,345,039
Stormwater Utility	\$520,360

BE IT FURTHER RESOLVED that the 2012 tax increments have been calculated to be as follows:

TID #4	1,583,861
TID #5	0
TID #6	28,207
TID #7	0
TID #8	194
TID #9	240
TOTAL	\$1,612,502

BE IT FURTHER RESOLVED, that the tax levy increases for tax increment districts as calculated are added to the various tax levies for all taxing jurisdictions, except 'State', as follows:

	<u>Walworth County</u>	<u>Jefferson</u>	<u>Total</u>
County	210,712.90	102,711.06	313,423.96
City	260,429.52	128,443.23	388,872.75
Unified School	532,508.95	262,632.17	795,141.12
Technical College	72,434.87	42,629.67	115,064.54
TOTAL	1,076,086.24	536,416.13	1,612,502.37

BE IT FURTHER RESOLVED, the expenditures for marketing expenses, land purchase, construction costs, professional services, and debt service have also been calculated to total the following for the 2012 budget:

TID #4	1,745,011
TID #5	150
TID #6	46,226
TID #7	150
TID #8	150
TID #9	150
TOTAL	\$1,791,837

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Whitewater that the Finance Director /City Treasurer is authorized to transfer sufficient funds from the City General Fund, if necessary, to the TID accounts to cover the expenditures not covered by the tax increments, and that an interest rate shall be added to the amount due the General Fund at the rate of one percent (1%) per annum for all funds owed the General Fund.

Resolution introduced by Councilmember Stewart, who moved its adoption. Seconded by Councilmember Winship. AYES: Winship, Binnie, Singer, Kienbaum, Stewart. NOES: Olsen. ABSENT: None. ADOPTED: November 15, 2011.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

SECOND READING OF ORDINANCE AMENDING CHAPTER 1.25 TO PROHIBIT ENTRY OR PRESENCE IN PUBLIC BUILDINGS IN CITY OF WHITEWATER WHILE CARRYING WEAPONS.

ORDINANCE AMENDING CHAPTER 1.25 TO PROHIBIT ENTRY OR PRESENCE IN PUBLIC BUILDINGS IN CITY OF WHITEWATER WHILE CARRYING WEAPONS

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

Section 1. Chapter 1.25 of the City of Whitewater Municipal Code is hereby amended to read as follows:

1.25.010. Title.

This Chapter shall be known as, referred to or cited as The Public Buildings Weapons Ordinance of the City of Whitewater.

1.25.020. Authority.

The regulations adopted hereunder are adopted under the authority granted in Wisconsin Statute 943.13(1m)(c)4.

1.25.030. Purpose.

The purpose of this Chapter is to promote the health, safety and general welfare of this community.

1.25.040. Severability and Non-liability.

A. If any section, clause, provision or portion of this Chapter is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Chapter shall not be affected thereby.

B. If any application of this Chapter to any particular structure is adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall not be applicable to any other structure not specifically included in said judgment.

C. The City does not guarantee, warrant or represent that no weapons will be carried in public buildings and hereby asserts that there is no liability on the part of the City of Whitewater, the Common Council, its officers or employees for any damages that may occur as a result of reliance upon this Chapter.

1.25.050. General Provisions.

A. The City Manager shall cause signs to be erected at all entrances to all buildings owned, occupied or under the control of the City of Whitewater providing notice that no person is to enter or remain in any such building while carrying a firearm, an electronic weapon, a knife, or a Billy club. Such signs shall be five inches by seven inches or larger.

B. Nothing in this subsection shall be construed to prohibit a peace officer or armed forces or military personnel armed in the line of duty or any person duly authorized by the Chief of Police to possess a weapon in any public building.

C. Nothing in this subsection shall be construed to authorize the carrying of any firearm or dangerous weapon contrary to Wis. Stats. §§ 941.23 or 941.235.

1.25.060. Penalties for Violation. Any person who violates any of the provisions of this chapter shall, upon conviction thereof, be subjected to a fine of not less than two hundred dollars nor more than four hundred dollars, together with the costs of prosecution. Any person who violates any of the provisions of this Chapter for a second time within a one-year period shall, upon conviction thereof, be subjected to a fine of not less than three hundred dollars nor more than five hundred dollars together with the costs of prosecution. Any person who violates any of the provisions of this Chapter for a third time within a one-year period shall, upon conviction thereof, be subjected to a fine of not less than five hundred dollars nor more than seven hundred dollars, together with the costs of prosecution.

Section 2. This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Council member Stewart, who moved its adoption. Seconded by Council member Binnie. AYES: Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: Olsen. ADOPTED: November 15, 2011.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

SECOND READING OF ORDINANCE AMENDING SECTION 1.21.010 SCHEDULE OF DEPOSITS.

**AN ORDINANCE AMENDING SECTION 1.21.010
SCHEDULE OF DEPOSITS**

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

SECTION 1: Whitewater Municipal Code Section 1.21.010 is hereby amended to add the following:

<u>CHAPTER OR SECTION NUMBER</u>	<u>OFFENSE</u>	<u>DEPOSITS AND COSTS</u>
1.25	Violation of the Public Buildings Weapons Ordinance	1 st offense - \$200.00 plus statutory penalty assessment, jail assessment, court costs and crime lab assessment 2 nd offense within 1 year - \$400.00 plus statutory penalty assessment, jail assessment, courts costs and crime lab assessment 3 rd and subsequent offenses within 1 year - \$600.00

plus statutory penalty assessment,
jail assessment, court costs and
crime lab assessment

SECTION 2: This ordinance shall take effect upon passage and publication as provided by law. Ordinance introduced by Council member Stewart, who moved its adoption. Seconded by Council member Binnie. AYES: Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: Olsen. ADOPTED: November 15, 2011.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

REVIEW OF COUNCILMEMBER AD 2 APPLICANT LETTERS OF INTEREST, AND POSSIBLE APPOINTMENT OF COUNCILMEMBER FOR AD 2. Letters of interest to fill Javonni Butler's vacated council seat were submitted by Aldermanic District 2 residents Stephanie Abbott, Andrew W. Denman, and Garth Guthrie. After brief presentations by each candidate, it was moved by Singer and seconded by Winship to appoint Stephanie Abbott to the vacant Aldermanic District 2 seat. AYES: Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: None.

ADMINISTRATION OF OATH TO NEWLY APPOINTED COUNCILMEMBER FOR ALDERMANIC DISTRICT 2. Stephanie Abbott took the oath of office as the newly-appointed Aldermanic District 2 councilmember.

APPOINTMENT OF COUNCIL REPRESENTATIVES TO ALCOHOL LICENSING COMMITTEE AND PARK AND RECREATION BOARD. It was moved by Singer and seconded by Winship to appoint Stephanie Abbott as the Council Representative to the Park and Recreation Board and the Alcohol Licensing Committee. AYES: Abbott, Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: Olsen.

ACTION ON UW-WHTEWATER'S REQUEST TO HOLD A MARCH ON WHITEWATER STREET / MAIN STREET, ON MARCH 7, 2012, IN REMEMBRANCE OF CIVIL RIGHTS MARCH. PARKING WOULD BE ELIMINATED ON THE NORTH SIDE OF THE STREET TO ALLOW THE MARCH. It was moved by Stewart and seconded by Binnie to approve UWW's request to hold a Civil Rights March on March 7, 2012, on Main Street in Whitewater. AYES: Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: Olsen (Abbott did not vote on this item as it was a consent agenda item voted on prior to her appointment).

APPROVAL OF CONTRACT WITH STRAND ASSOCIATES FOR PRINCE STREET ENGINEERING SERVICES. It was moved by Winship and seconded by Binnie to approve a contract with Stranc Associates, for a sum not to exceed \$94,000. AYES: Abbott, Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: Olsen.

COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS. Councilmember Binnie requested a discussion regarding the procedure to handle council vacancies.

EXECUTIVE SESSION. It was moved by Singer and seconded by Stewart to Adjourn to Closed Session, TO RECONVENE 15 minutes after going into closed session, per Wisconsin Statutes 19.85(1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" and 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: 1) Collective Bargaining Agreements; 2) Consideration of purchase of 305 James Street. AYES: Abbott, Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: Olsen.

RECONVENE INTO OPEN SESSION. Upon motion duly made and seconded at 7:55 p.m., the Common Council unanimously voted to reconvene into open session.

ACTION ON RESOLUTION AUTHORIZING PURCHASE OF 305 JAMES ST.

RESOLUTION APPROVING THE PURCHASE OF PROPERTY LOCATED AT 305 JAMES STREET, WHITEWATER, WISCONSIN.

WHEREAS, the owners of 305 James Street, Whitewater, Wisconsin, have requested that the City of Whitewater consider purchasing this property; and

WHEREAS, the acquisition of 305 James Street will allow the future use of this property and the adjacent property now owned by the City for future stormwater management purposes; and

WHEREAS, Forty Thousand Dollars (\$40,000) is a fair market price for the property, and

WHEREAS, the purchase of 305 James Street is in the best interests of the citizens of the City of Whitewater and its storm water utility.

NOW THEREFORE, BE IT RESOLVED, THAT THE City Manager and the City Clerk are hereby authorized to sign any and all documents necessary to purchase the property located at 305 James Street for the price of Forty Thousand Dollars (\$40,000.00).

Resolution introduced by Councilmember Winship, who moved its adoption. Seconded by Councilmember Singer. AYES: Abbott, Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: Olsen. ADOPTED: November 15, 2011.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

ADJOURNMENT. It was moved by Stewart and seconded by Binnie to adjourn the meeting. AYES: Abbott, Binnie, Singer, Kienbaum, Stewart, Olsen, Winship. NOES: None. ABSENT :Olsen. The meeting adjourned at 8:00 p.m.

Respectfully submitted,

Michele R. Smith, City Clerk

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
A T & T						
1710	A T & T	1710-122111	GEN BLDG/PHONE	12/21/2011	27.27	100-51600-225
Total A T & T:					27.27	
ACL						
2736	ACL	201111-0	POLICE PATROL/PROFESSION	12/21/2011	35.00	100-52110-219
Total ACL:					35.00	
ADVANCE PRINTING INC						
1295	ADVANCE PRINTING INC	17134	WATER/UTILITY BILLS	12/21/2011	136.00	610-61921-310
1295	ADVANCE PRINTING INC	17134	WASTEWATER/UTILITY BILLS	12/21/2011	136.00	620-62920-310
1295	ADVANCE PRINTING INC	17134	STORMWATER/UTILITY BILLS	12/21/2011	136.00	630-63300-310
Total ADVANCE PRINTING INC:					408.00	
ADVANTAGE SAFETY PLUS						
4998	ADVANTAGE SAFETY PLUS	3711	GEN BLDG/MAINTENANCE SUP	12/21/2011	134.75	100-51600-340
4998	ADVANTAGE SAFETY PLUS	3711	LIBRARY/MAINTENANCE SUPP	12/21/2011	28.95	100-55111-355
Total ADVANTAGE SAFETY PLUS:					181.70	
AIRGAS NORTH CENTRAL						
4760	AIRGAS NORTH CENTRAL	9003168340	WASTEWATER/RAIN GEAR	12/21/2011	58.53	620-62840-340
Total AIRGAS NORTH CENTRAL:					58.53	
ALPHA SOURCE INC						
3753	ALPHA SOURCE INC	463454	RESCUE/OPERATING SUPPLIE	12/21/2011	228.45	100-52300-340
Total ALPHA SOURCE INC:					228.45	
AMERICAN LEAK DETECTION						
6409	AMERICAN LEAK DETECTION	5409	WATER/NORTH ST	12/21/2011	445.00	610-81651-350
Total AMERICAN LEAK DETECTION:					445.00	
AMERICAN MILLWORK & HARDWARE INC						
1841	AMERICAN MILLWORK & HARD	012228	STREET/BLUE ICE MELTER	12/21/2011	5,900.58	100-53320-460
Total AMERICAN MILLWORK & HARDWARE INC:					5,900.58	
AMON & SONS INC, B R						
78	AMON & SONS INC, B R	38591	NORTH ST/PATCH	12/21/2011	3,150.00	450-57500-822
Total AMON & SONS INC, B R:					3,150.00	
ANICH LUMBER & HARDWAR CO, AJ						
1601	ANICH LUMBER & HARDWAR C	19013A	STREET/REBARS & TIES	12/21/2011	95.07	100-53300-354
Total ANICH LUMBER & HARDWAR CO, AJ:					95.07	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
BADGER METER INC						
155	BADGER METER INC	93740601	WATER/READ CTR SVC AGREE	12/21/2011	939.98	610-61928-210
Total BADGER METER INC:					939.98	
BATTERIES PLUS LLC						
3089	BATTERIES PLUS LLC	191468-01	WASTEWATER/UPS BATTERIE	12/21/2011	32.90	620-62850-357
Total BATTERIES PLUS LLC:					32.90	
BRODIN STUDIOS INC						
685	BRODIN STUDIOS INC	6098	POLICE ADMN/OPERATING SU	12/21/2011	65.00	100-52100-340
Total BRODIN STUDIOS INC:					65.00	
BURNS INDUSTRIAL SUPPLY						
28	BURNS INDUSTRIAL SUPPLY	422304	WATER/SUPPLIES	12/21/2011	55.54	610-51935-350
28	BURNS INDUSTRIAL SUPPLY	422849	STREET/VEHICLE SUPPLIES	12/21/2011	248.81	100-53320-353
28	BURNS INDUSTRIAL SUPPLY	423410	STREET/REPAIR PARTS	12/21/2011	4.34	100-53320-353
Total BURNS INDUSTRIAL SUPPLY:					308.69	
DAILY JEFFERSON CO UNION						
273	DAILY JEFFERSON CO UNION	138093	SENIORS/ONE STOP SHOP AD	12/21/2011	98.40	100-23102
Total DAILY JEFFERSON CO UNION:					98.40	
DECKER SUPPLY CO INC						
33	DECKER SUPPLY CO INC	871140	STREET/TRAFFIC CONTROL S	12/21/2011	350.83	100-53300-354
33	DECKER SUPPLY CO INC	871268	STREET/TRAFFIC CONTROL S	12/21/2011	748.73	100-53300-354
33	DECKER SUPPLY CO INC	871360	STREET/TRAFFIC CONTROL S	12/21/2011	142.28	100-53300-354
33	DECKER SUPPLY CO INC	871365	STREET/TRAFFIC CONTROL S	12/21/2011	303.56	100-53300-354
Total DECKER SUPPLY CO INC:					1,545.40	
DEPT OF UTILITIES						
1	DEPT OF UTILITIES	1-122111	CITY & PARKS/WATER UTILITIE	12/21/2011	1,188.54	100-51600-221
1	DEPT OF UTILITIES	1-122111	STREET/WATER UTILITIES	12/21/2011	200.14	100-53230-221
1	DEPT OF UTILITIES	1-122111	REC/WATER UTILITIES	12/21/2011	502.33	100-53270-221
1	DEPT OF UTILITIES	1-122111	LIBRARY/WATER UTILITIES	12/21/2011	197.95	100-55111-221
1	DEPT OF UTILITIES	1-122111	PARKING LOTS/STORMWATER	12/21/2011	165.23	208-51920-650
1	DEPT OF UTILITIES	1-122111	WATER/WATER UTILITIES	12/21/2011	35.35	610-61935-220
1	DEPT OF UTILITIES	1-122111	WASTEWATER/STORMWATER	12/21/2011	119.43	620-62860-220
1	DEPT OF UTILITIES	1-122111	INNOVATION CTR/WATER UTILI	12/21/2011	314.69	920-56500-221
Total DEPT OF UTILITIES:					2,723.66	
DIVERSIFIED BUILDING MTN						
1809	DIVERSIFIED BUILDING MTN	126167	LIBRARY/JANITORIAL SVC	12/21/2011	1,556.00	100-55111-246
1809	DIVERSIFIED BUILDING MTN	126167	CITY HALL/JANITORIAL SVC	12/21/2011	3,800.00	100-51600-246
1809	DIVERSIFIED BUILDING MTN	126167	ARMORY/JANITORIAL SVC	12/21/2011	879.75	100-51600-246
1809	DIVERSIFIED BUILDING MTN	126167	GRAVATH LAKEFRONT/NOVEM	12/21/2011	1,100.00	100-51600-246
1809	DIVERSIFIED BUILDING MTN	126167	COMM BLDG/NOV SVC	12/21/2011	1,386.40	100-51600-246
Total DIVERSIFIED BUILDING MTN:					8,722.15	
DOMINION VOTING SYSTEMS INC						
6089	DOMINION VOTING SYSTEMS I	DVS103662	GEN ADMN/SOFTWARE & HAR	12/21/2011	509.73	100-51400-340

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total DOMINION VOTING SYSTEMS INC:					509.73	
EAGLE ENGRAVING						
3467	EAGLE ENGRAVING	2011-2313	FIRE/OPERATING SUPPLIES	12/21/2011	11.40	100-52200-340
Total EAGLE ENGRAVING:					11.40	
EGGIMANN MOTOR & EQUIP SALES						
576	EGGIMANN MOTOR & EQUIP S	1213040004 1	STREET/SNOW REPAIR PARTS	12/21/2011	13.96	100-53320-353
576	EGGIMANN MOTOR & EQUIP S	1213220016 1	STREET/SNOW REPAIR PARTS	12/21/2011	31.58	100-53320-353
576	EGGIMANN MOTOR & EQUIP S	1213250019 1	STREET/SNOW REPAIR PARTS	12/21/2011	198.99	100-53320-353
576	EGGIMANN MOTOR & EQUIP S	1213270005 1	STREET/SNOW REPAIR PARTS	12/21/2011	35.13	100-53320-353
576	EGGIMANN MOTOR & EQUIP S	1213360015 1	STREET/SNOW REPAIR PARTS	12/21/2011	203.77	100-53320-353
Total EGGIMANN MOTOR & EQUIP SALES:					483.43	
EMERGENCY MEDICAL PRODUCTS INC						
115	EMERGENCY MEDICAL PRODU	1423745	RESCUE/OPERATING SUPPLIE	12/21/2011	181.66	100-52300-340
Total EMERGENCY MEDICAL PRODUCTS INC:					181.66	
EMS INDUSTRIAL INC						
5041	EMS INDUSTRIAL INC	0642787	WASTEWATER/DRYWELL EXH	12/21/2011	324.00	620-62850-357
Total EMS INDUSTRIAL INC:					324.00	
FIRE-RESCUE SUPPLY LLC						
3886	FIRE-RESCUE SUPPLY LLC	3786	FIRE/OPERATING SUPPLIES	12/21/2011	52.50	100-52200-340
3886	FIRE-RESCUE SUPPLY LLC	3770	FIRE/OPERATING SUPPLIES	12/21/2011	34.75	100-52200-340
Total FIRE-RESCUE SUPPLY LLC:					87.25	
FRANK BROS INC						
1438	FRANK BROS INC	50988	WATER/WAKELY & YODER	12/21/2011	1,016.64	610-61651-350
1438	FRANK BROS INC	51241	WATER/WAKELY & YODER	12/21/2011	965.76	610-61651-350
Total FRANK BROS INC:					1,982.40	
GATEWAY TECHNICAL COLLEGE						
341	GATEWAY TECHNICAL COLLE	15230	FIRE/EMPLOYEE ED & TRNG	12/21/2011	374.00	100-52200-154
341	GATEWAY TECHNICAL COLLE	15231	FIRE/EMPLOYEE ED & TRNG	12/21/2011	244.50	100-52200-154
Total GATEWAY TECHNICAL COLLEGE:					618.50	
GRAINGER						
387	GRAINGER	9700590418	WASTEWATER/LAB GLOVES	12/21/2011	169.28	620-62870-340
Total GRAINGER:					169.28	
HARRISON WILLIAMS MCDONNELL						
82	HARRISON WILLIAMS MCDONN	2029083	TID 4/PRAIRIE VILLAGE	12/21/2011	80.00	440-57663-212
82	HARRISON WILLIAMS MCDONN	202909	LEGAL/NOV FEES	12/21/2011	28.75	100-51300-214
Total HARRISON WILLIAMS MCDONNELL:					108.75	
HD SUPPLY WATERWORKS LTD						
2459	HD SUPPLY WATERWORKS LT	4076973	WATER/CLAMPS	12/21/2011	1,465.58	610-61620-340

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
2459	HD SUPPLY WATERWORKS LT	4077018	WATER/CLAMPS	12/21/2011	298.59	610-61620-340
2459	HD SUPPLY WATERWORKS LT	4077088	WATER/PUMPING REPAIR SUP	12/21/2011	1,375.62	610-61620-340
2459	HD SUPPLY WATERWORKS LT	4077116	WATER/PUMPING REPAIR SUP	12/21/2011	761.16	610-61620-340
2459	HD SUPPLY WATERWORKS LT	4077147	WATER/PUMPING REPAIR SUP	12/21/2011	490.03	610-61620-340
2459	HD SUPPLY WATERWORKS LT	4068619	WATER/METER	12/21/2011	1,269.00	610-61653-350
Total HD SUPPLY WATERWORKS LTD:					5,659.65	
HIMSEL, DAVID						
1899	HIMSEL, DAVID	KOSKINEN EY	STREET/SAFETY GLASSES	12/21/2011	517.00	100-53300-310
Total HIMSEL, DAVID:					517.00	
HOME LUMBER CO						
60	HOME LUMBER CO	60-122111	GEN BLDG/MAINTENANCE SUP	12/21/2011	35.80	100-51600-355
60	HOME LUMBER CO	60-122111	RESCUE/OPERATING SUPPLIE	12/21/2011	21.67	100-52300-340
60	HOME LUMBER CO	60-122111	PARKS/MAINTENANCE SUPPLI	12/21/2011	28.50	100-53270-359
60	HOME LUMBER CO	60-122111	STREET/TRAFFIC CONTROL S	12/21/2011	554.23	100-53300-354
60	HOME LUMBER CO	60-122111	WASTEWATER/REWORK DRAI	12/21/2011	19.51	620-62840-340
60	HOME LUMBER CO	60-122111	WASTEWATER/TOOLS	12/21/2011	471.93	620-62850-357
60	HOME LUMBER CO	60-122111	WASTEWATER/SEALANT	12/21/2011	11.83	620-82860-357
60	HOME LUMBER CO	60-122111	INNOVATION CTR/SUPPLIES	12/21/2011	778.15	920-56500-250
Total HOME LUMBER CO:					1,921.62	
HOMETOWN NEWS LIMITED PTNRSHIP						
1879	HOMETOWN NEWS LIMITED PT	027134	SENIORS/ONE STOP SHOPPIN	12/21/2011	85.75	100-23102
Total HOMETOWN NEWS LIMITED PTNRSHIP:					85.75	
HSBC BUSINESS SOLUTIONS						
3948	HSBC BUSINESS SOLUTIONS	24841866	PARKS/SUPPLIES	12/21/2011	79.10	100-53270-340
Total HSBC BUSINESS SOLUTIONS:					79.10	
IBD LLC						
1859	IBD LLC	110117609	STORMWATER/REPAIR PARTS	12/21/2011	152.90	630-63310-353
Total IBD LLC:					152.90	
JAECKEL BROS INC						
493	JAECKEL BROS INC	6912	WATER/BACK HOE USE & LIME	12/21/2011	594.00	610-61651-350
493	JAECKEL BROS INC	6913	WATER/BACK HOE USE & LIME	12/21/2011	630.00	610-61651-350
493	JAECKEL BROS INC	6921	WATER/BACK HOE USE & LIME	12/21/2011	2,009.14	610-61651-350
Total JAECKEL BROS INC:					3,233.14	
JEFFERSON CO HIGHWAY DEPT						
1002	JEFFERSON CO HIGHWAY DEP	2011 SEAL CO	ST REPAIRS/SEALCOAT	12/21/2011	104,321.53	280-57500-820
Total JEFFERSON CO HIGHWAY DEPT:					104,321.53	
JOHNS DISPOSAL SERVICE INC						
42	JOHNS DISPOSAL SERVICE IN	39594	CITY/BULK	12/21/2011	3,793.50	230-53600-219
42	JOHNS DISPOSAL SERVICE IN	39594	CITY/RECYCLING	12/21/2011	5,943.15	230-53600-295
42	JOHNS DISPOSAL SERVICE IN	39594	CITY/REFUSE	12/21/2011	19,093.95	230-53600-219

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total JOHNS DISPOSAL SERVICE INC:					28,830.60	
KAESTNER AUTO ELECTRIC CO						
2836	KAESTNER AUTO ELECTRIC CO	137168	STREET/REPAIR PARTS	12/21/2011	276.00	100-53320-353
Total KAESTNER AUTO ELECTRIC CO:					276.00	
KAMP-SYNERGY LLC						
143	KAMP-SYNERGY LLC	3615	WATER/SCADA SYSTEM REPAI	12/21/2011	743.00	610-61903-340
Total KAMP-SYNERGY LLC:					743.00	
LAKESIDE INTERNATIONAL TRUCKS						
3670	LAKESIDE INTERNATIONAL TR	102788X1	STREET/SNOW PLOW REPAIR	12/21/2011	524.43	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	104184	STREET/SNOW PLOW REPAIR	12/21/2011	113.88	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	104184X1	STREET/REPAIR PARTS	12/21/2011	841.81	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	104184X2	STREET/REPAIR PARTS	12/21/2011	447.07	100-53320-353
Total LAKESIDE INTERNATIONAL TRUCKS:					1,927.20	
LARK UNIFORM INC						
605	LARK UNIFORM INC	96570	POLICE ADMN/UNIFORM	12/21/2011	35.10	100-52100-118
605	LARK UNIFORM INC	97219	POLICE ADMN/UNIFORM	12/21/2011	153.45	100-52100-118
605	LARK UNIFORM INC	97310	POLICE ADMN/UNIFORM	12/21/2011	170.90	100-52100-118
605	LARK UNIFORM INC	97481	POLICE ADMN/UNIFORM	12/21/2011	13.95	100-52100-118
605	LARK UNIFORM INC	97892	POLICE ADMN/UNIFORM	12/21/2011	175.95	100-52100-118
605	LARK UNIFORM INC	97894	POLICE ADMN/UNIFORM	12/21/2011	28.95	100-52100-118
605	LARK UNIFORM INC	98516	POLICE ADMN/UNIFORM	12/21/2011	110.90	100-52100-118
Total LARK UNIFORM INC:					689.20	
LAWSON PRODUCTS INC						
289	LAWSON PRODUCTS INC	9300317142	STREET/SHOP SUPPLIES	12/21/2011	571.00	100-53320-353
289	LAWSON PRODUCTS INC	9300339033	STREET/SHOP SUPPLIES	12/21/2011	47.75	100-53320-353
Total LAWSON PRODUCTS INC:					618.75	
LEXISNEXIS						
3384	LEXISNEXIS	1410204-2011	POLICE INV/PROFESSIONAL S	12/21/2011	102.15	100-52120-219
Total LEXISNEXIS:					102.15	
LYCON INC						
55	LYCON INC	0689591-IN	WATER/CONCRETE BLOCKS	12/21/2011	30.00	610-61654-350
Total LYCON INC:					30.00	
MIDWEST MEDICAL RECORDS ASSN INC						
6884	MIDWEST MEDICAL RECORDS	KV094334	POLICE ADMN/PROFESSIONAL	12/21/2011	9.70	100-52100-219
Total MIDWEST MEDICAL RECORDS ASSN INC:					9.70	
MIDWEST TESTING LLC						
4788	MIDWEST TESTING LLC	2198	WATER/METER MAINTENANCE	12/21/2011	1,993.00	610-61653-350
Total MIDWEST TESTING LLC:					1,993.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
MILLER-BRADFORD & RISBERG INC						
2823	MILLER-BRADFORD & RISBER	IT56743	STORMWATER/SWITCH	12/21/2011	113.24	630-63600-352
Total MILLER-BRADFORD & RISBERG INC:					113.24	
MILPORT ENTERPRISES INC						
1408	MILPORT ENTERPRISES INC	214072	WATER/CHEMICALS	12/21/2011	1,523.00	610-61630-341
1408	MILPORT ENTERPRISES INC	214643	WATER/CHEMICALS	12/21/2011	983.00	610-61630-341
1408	MILPORT ENTERPRISES INC	215311	WATER/CHEMICALS	12/21/2011	1,523.00	610-61630-341
1408	MILPORT ENTERPRISES INC	215938	WATER/CHEMICALS	12/21/2011	443.00	610-61630-341
Total MILPORT ENTERPRISES INC:					4,472.00	
MORGAN BIRGE & ASSOCIATES INC						
4591	MORGAN BIRGE & ASSOCIATE	MC0039894	GEN BLDG/PHONE	12/21/2011	345.00	100-51600-225
Total MORGAN BIRGE & ASSOCIATES INC:					345.00	
MORTON SALT INC						
615	MORTON SALT INC	823498	STREET/ROAD SALT	12/21/2011	8,088.96	100-53320-460
Total MORTON SALT INC:					8,088.96	
MZIS						
5997	MZIS	241	NEIGHBORHOOD SVC/INSPEC	12/21/2011	2,320.00	100-52400-219
5997	MZIS	241	INNOVATION CTR/INSPECTION	12/21/2011	55.00	920-56500-215
Total MZIS:					2,375.00	
NORTHERN LAKE SERVICE INC						
1335	NORTHERN LAKE SERVICE INC	205688	WATER/SAMPLES	12/21/2011	260.00	610-61830-340
1335	NORTHERN LAKE SERVICE INC	205636	WATER/SAMPLES	12/21/2011	348.00	610-61630-340
1335	NORTHERN LAKE SERVICE INC	208068	WASTEWATER/QUARTERLY LA	12/21/2011	361.40	620-62870-295
Total NORTHERN LAKE SERVICE INC:					969.40	
OFFICE DEPOT						
4146	OFFICE DEPOT	584494699001	POLICE ADMN/OFFICE SUPPLI	12/21/2011	139.27	100-52100-310
4146	OFFICE DEPOT	584494755001	POLICE ADMN/OFFICE SUPPLI	12/21/2011	4.15	100-52100-310
4146	OFFICE DEPOT	585996708001	POLICE ADMN/OFFICE SUPPLI	12/21/2011	18.48	100-52100-310
4146	OFFICE DEPOT	585996817001	POLICE ADMN/OFFICE SUPPLI	12/21/2011	181.31	100-52100-310
4146	OFFICE DEPOT	585996818001	POLICE ADMN/OFFICE SUPPLI	12/21/2011	9.74	100-52100-310
4146	OFFICE DEPOT	586292257001	RESCUE/OPERATING SUPPLIE	12/21/2011	55.20	100-52300-340
4146	OFFICE DEPOT	586292287001	RESCUE/OPERATING SUPPLIE	12/21/2011	30.72	100-52300-340
4146	OFFICE DEPOT	586881318001	POLICE ADMN/OFFICE SUPPLI	12/21/2011	66.96	100-52100-310
4146	OFFICE DEPOT	587884034001	POLICE ADMN/OFFICE SUPPLI	12/21/2011	87.70	100-52100-310
Total OFFICE DEPOT:					573.48	
PBBS EQUIPMENT CORP						
1910	PBBS EQUIPMENT CORP	97418	WASTEWATER/MEZZANINE VA	12/21/2011	927.00	620-62850-357
1910	PBBS EQUIPMENT CORP	97424	WASTEWATER/BOILER VALVE	12/21/2011	1,798.00	620-62850-357
1910	PBBS EQUIPMENT CORP	97452	WASTEWATER/BOILER 2 REPAI	12/21/2011	1,521.00	620-62850-357
Total PBBS EQUIPMENT CORP:					4,246.00	
PHYSIO-CONTROL INC						
1902	PHYSIO-CONTROL INC	112066935	RESCUE/OPERATING SUPPLIE	12/21/2011	92.45	100-52300-340

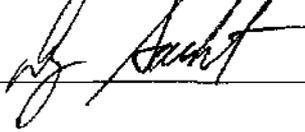
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total PHYSIO-CONTROL INC:					92.45	
POLLARDWATER.COM						
5493	POLLARDWATER.COM	1313510-IN	WATER/DUG-LUG	12/21/2011	68.71	610-61620-340
Total POLLARDWATER.COM:					68.71	
PRECISION ALIGNMENT SERVICE						
3409	PRECISION ALIGNMENT SERVI	076417	STREET/#48 ALIGNMENT	12/21/2011	75.00	100-53230-352
Total PRECISION ALIGNMENT SERVICE:					75.00	
PTM DOCUMENT SYSTEMS						
5680	PTM DOCUMENT SYSTEMS	0018904	FINANCE/W-2 & 1099	12/21/2011	18.55	100-51500-310
Total PTM DOCUMENT SYSTEMS:					18.55	
RADICOM BUSINESS COMMUNICATION						
795	RADICOM BUSINESS COMMUNI	97752	DISPATCH/RADIO SVC	12/21/2011	150.00	100-52600-242
Total RADICOM BUSINESS COMMUNICATION:					150.00	
REINDERS INC						
89	REINDERS INC	1356025 01	STREET/REPAIR PARTS	12/21/2011	270.88	100-53230-352
Total REINDERS INC:					270.88	
REYNOLDS HEATING & REFRIGERATION INC						
492	REYNOLDS HEATING & REFRIG	Q3649	WASTEWATER/FILTER BLDG B	12/21/2011	30.00	620-62850-357
Total REYNOLDS HEATING & REFRIGERATION INC:					30.00	
RICOH AMERICAS CORP						
90	RICOH AMERICAS CORP	413951150	WATER/COPIER	12/21/2011	16.50	610-61903-310
Total RICOH AMERICAS CORP:					16.50	
ROCK PRAIRIE DULCIMERS						
4769	ROCK PRAIRIE DULCIMERS	4769-122111	SENIORS/HOLIDAY ENTERTAIN	12/21/2011	75.00	100-55310-340
Total ROCK PRAIRIE DULCIMERS:					75.00	
S & H TRUCK SERVICE						
388	S & H TRUCK SERVICE	10651	FIRE/VEHICLE MAINTENANCE	12/21/2011	1,914.14	100-52200-241
388	S & H TRUCK SERVICE	10658	FIRE/VEHICLE MAINTENANCE	12/21/2011	1,241.12	100-52200-241
388	S & H TRUCK SERVICE	10662	FIRE/VEHICLE MAINTENANCE	12/21/2011	1,086.40	100-52200-241
Total S & H TRUCK SERVICE:					4,241.66	
SENTRY OF WHITEWATER, DANIELS						
2	SENTRY OF WHITEWATER, DA	001002021536	RESCUE/OPERATING SUPPLIE	12/21/2011	18.40	100-52300-340
2	SENTRY OF WHITEWATER, DA	003000150843	RESCUE/OPERATING SUPPLIE	12/21/2011	215.08	100-52300-340
2	SENTRY OF WHITEWATER, DA	003000490830	SENIORS/ONE STOP SHOP FO	12/21/2011	63.63	100-23102
Total SENTRY OF WHITEWATER, DANIELS:					297.11	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
SHADOW FAX INC						
2800	SHADOW FAX INC	INV106951	RESCUE/TONER	12/21/2011	57.00	100-52300-310
Total SHADOW FAX INC:					57.00	
SNAP ON TOOLS						
1806	SNAP ON TOOLS	216615	STREET/SHOP SUPPLIES	12/21/2011	26.05	100-53230-352
1806	SNAP ON TOOLS	221964	STREET/SHOP SUPPLIES	12/21/2011	8.95	100-53230-352
Total SNAP ON TOOLS:					35.00	
ST MARY'S DEAN VENTURES INC						
2068	ST MARY'S DEAN VENTURES I	546378883	FIRE/GREGOIRE	12/21/2011	104.00	100-52200-340
2068	ST MARY'S DEAN VENTURES I	546454761	FIRE/SCHOATE	12/21/2011	197.00	100-52200-340
Total ST MARY'S DEAN VENTURES INC:					301.00	
STA-LITE CORP						
102	STA-LITE CORP	4771	STREET/REMOVE FLAG POLES	12/21/2011	127.50	100-53300-405
Total STA-LITE CORP:					127.50	
TRANSACT TECHNOLOGIES INC						
4392	TRANSACT TECHNOLOGIES IN	1135260	FINANCE/OFFICE SUPPLIES	12/21/2011	158.60	100-51500-310
Total TRANSACT TECHNOLOGIES INC:					158.60	
UNEMPLOYMENT INSURANCE						
274	UNEMPLOYMENT INSURANCE	000003212422	LIBRARY/SEHNERT	12/21/2011	345.48	100-55110-158
274	UNEMPLOYMENT INSURANCE	000003212422	CROSS GD/C LUDEMAN	12/21/2011	52.00	100-52130-158
274	UNEMPLOYMENT INSURANCE	000003212422	CROSS GD/R LUDEMAN	12/21/2011	40.00	100-52130-158
274	UNEMPLOYMENT INSURANCE	000003212422	FIRE/H HIGGINS	12/21/2011	65.46	100-52200-158
274	UNEMPLOYMENT INSURANCE	000003212422	GEN ADMIN/JENSEN	12/21/2011	315.53	100-51400-158
Total UNEMPLOYMENT INSURANCE:					618.47	
USA BLUE BOOK						
1062	USA BLUE BOOK	507643	WATER/SUPPLIES	12/21/2011	444.75	610-61935-350
1062	USA BLUE BOOK	530808	WATER/SUPPLIES	12/21/2011	528.64	610-61630-350
Total USA BLUE BOOK:					973.39	
UW WHITEWATER						
8	UW WHITEWATER	15901	GEN BLDG/BATTERIES	12/21/2011	6.45	100-51600-340
8	UW WHITEWATER	15901	STREET/ST LIGHT SUPPLIES	12/21/2011	60.20	100-53420-340
8	UW WHITEWATER	15901	PARKS/LAMPS	12/21/2011	314.48	100-53270-340
Total UW WHITEWATER:					381.13	
VORPAGEL SERVICE INC						
41	VORPAGEL SERVICE INC	29423	WHITE BLDG/HEATING SVC	12/21/2011	575.34	100-51600-365
Total VORPAGEL SERVICE INC:					575.34	
WAL CO-SHERIFF'S DEPT						
125	WAL CO-SHERIFF'S DEPT	NOVEMBER 2	COURT/NOV CONFINEMENT	12/21/2011	15.00	100-51200-219

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total WAL CO-SHERIFF'S DEPT:					15.00	
WATER ENVIRONMENT FEDERATION						
535	WATER ENVIRONMENT FEDER	9000087674	WASTEWATER/MEMBERSHIP	12/21/2011	67.00	620-62820-219
Total WATER ENVIRONMENT FEDERATION:					67.00	
WATER WELL SOLUTIONS SVC GROUP						
4323	WATER WELL SOLUTIONS SVC	11-09-117	WATER/WELL #6	12/21/2011	15,262.00	610-61600-350
4323	WATER WELL SOLUTIONS SVC	11-09-117	WATER/WELL #6	12/21/2011	67,623.00	610-61620-350
Total WATER WELL SOLUTIONS SVC GROUP:					82,885.00	
WAUSAU EQUIPMENT CO INC						
387	WAUSAU EQUIPMENT CO INC	147229	STREET/SNOW PLOW REPAIR	12/21/2011	1,081.55	100-53320-353
387	WAUSAU EQUIPMENT CO INC	147285	STREET/SNOW PLOW REPAIR	12/21/2011	235.69	100-53320-353
Total WAUSAU EQUIPMENT CO INC:					1,317.24	
WEGNER, JANE						
2819	WEGNER, JANE	2000426.002	REC/REFUND	12/21/2011	24.00	100-46730-55
Total WEGNER, JANE:					24.00	
WELDERS SUPPLY CO BELOIT INC						
49	WELDERS SUPPLY CO BELOIT	139960	RESCUE/CYLINDER RENTAL	12/21/2011	62.15	100-52300-340
49	WELDERS SUPPLY CO BELOIT	483778	RESCUE/OXYGEN	12/21/2011	76.90	100-52300-340
Total WELDERS SUPPLY CO BELOIT INC:					139.05	
WI DEPT OF JUSTICE						
89	WI DEPT OF JUSTICE	L6505T 12/01/	BEV OP/RECORD CHECK	12/21/2011	112.00	100-44122-51
Total WI DEPT OF JUSTICE:					112.00	
WI STATE LABORATORY OF HYGIENE						
1899	WI STATE LABORATORY OF HY	4973938	WATER/FLUORIDE SAMPLING	12/21/2011	20.00	610-61630-340
1899	WI STATE LABORATORY OF HY	4976422	WATER/FLUORIDE TEST	12/21/2011	40.00	610-61630-340
Total WI STATE LABORATORY OF HYGIENE:					60.00	
WIS DEPT OF TRANSPORTATION						
1236	WIS DEPT OF TRANSPORTATI	2012	GEN BLDG/WI RAILROAD RIGH	12/21/2011	65.00	100-51800-340
Total WIS DEPT OF TRANSPORTATION:					65.00	
ZEP MANUFACTURING COMPANY						
206	ZEP MANUFACTURING COMPA	30466261	STREET/SHOP SUPPLIES	12/21/2011	216.45	100-53230-352
Total ZEP MANUFACTURING COMPANY:					216.45	
Grand Totals:					295,458.59	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
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Dated: December 14, 2011

Finance Director: 

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

**City of Whitewater
Parks and Recreation Board
Monday, November 7, 2011 - 5:00pm
Whitewater Municipal Building Community Room
312 W. Whitewater St. Whitewater, WI 53190**

MINUTES

Call to Order and Roll Call at 5:00pm

Kim Gosh, Bruce Parker, Nathan Jaeger, Jen Kaina and Ken Kidd

Absent: Rick Daniels and Brandon Knedler

Staff: Matt Amundson, Michelle Dujardin, Deb Weberpal

Guests: Richard Helmick and John Swaffer

Consent Agenda:

Approval of Parks and Recreation Board minutes of October 3, 2011 and October 10, 2011

Parker moved to accept consent agenda. Jaeger seconded the motion. Ayes: Jaeger, Kidd, Gosh and Parker. Noes: None. Abstain: None. Absent: Daniels, Knedler and Kaina

Hearing of Citizen Comments:

No formal action will be taken during this meeting, although issues raised may become part of a future agenda. Participants are allotted a 3 minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those issues as designated in the agenda. There were no Citizen Comments.

Staff Reports

Parks & Recreation Director

- WPRA Annual Conference- Amundson highlighted conference sessions attended which included; Converting green space to prairie, working with volunteer groups, and how you to create a platinum level bike friendly community.
- Effigy Mounds Preserve – Volunteers took a couple of days to remove invasive vegetation and hand mow the mounds. A burn will be scheduled in the upcoming weeks.

(Kaina arrived 5:09)

Recreation & Community Events Programmer

- Freeze Fest-Dujardin presented to the board the recently awarded plaque to the Southeastern Region of Special Olympics for the greatest percentage increase in fundraising for the Whitewater Plunge. 2012 Freeze Fest event is planned for Saturday, February 18th
- Ceramics- Pictures were shared with the board of the current space available for Ceramics in the Armory basement. Future plans include; facility clean up, program restructure, and new instructors.

Senior Coordinator

- One Stop Shop- The annual one stop shop event will take place Saturday, November 19th from 9:00am -2:00pm at the Downtown Armory. This event is a direct fundraiser for the Seniors in the Park programs.

Discussion and direction regarding development of facility user surcharge fee that would be applied to all facility users

Amundson referred to memo and list of current users the surcharge would affect. John Swaffer from Kettle Moraine Baptist asked the questions; would only free rentals have the burden of fees and expressed concern that the cost will prohibit them from using the facility but appreciates the usage. Amundson expressed concern on fairness and keeping things maintained instead of waiting till replacement. Kidd commented that we are stuck with the user fee route but faced with the task on how to do it. Parker suggested taking the top four large users that create the wear & tear and put their surcharge into a repair and replacement fund for that particular building. Kaina suggested taking into consideration profit and non-profit status. The board directed Amundson to work with the school district on more information on handling rentals and send another e-mail to users about future meetings. Kaina moved to have the facility user surcharge in place by July 1, 2012 in conjunction with the school district policy. Parker seconded the motion. Ayes: Kaina, Jaeger, Kidd, Gosh and Parker. Noes: None. Abstain: None. Absent: Daniels, Knedler

Approval of revisions to Recreation Program Fee Policy

Amundson referred to current policy with noted changes and additions. Kidd moved to accept the Recreation Program Fee Policy with the noted changes. Gosh seconded the motion. Ayes: Kaina, Jaeger, Kidd, Gosh and Parker. Noes: None. Abstain: None. Absent: Daniels, Knedler

Discussion regarding Senior Newsletter and proposal from Liturgical Publications

Weberpal introduced the current practices and challenges of the monthly senior newsletter. Weberpal presented example newsletters and proposal from Liturgical Publications. Kaina moved for Weberpal to move forward with the publication of the Senior Newsletter with Liturgical Publications. Parker seconded the motion. Ayes: Kaina, Jaeger, Kidd, Gosh and Parker. Noes: None. Abstain: None. Absent: Daniels, Knedler

Conversion of Starin Community Building Restroom to Storage Area

Weberpal introduced the concern of storage space at the Starin Community Building with possibility of converting the restroom into extra storage space. A slide show of the entire building was presented with ideas of other storage areas. The board directed Weberpal to take suggested ideas and meet with the maintenance staff on what can be done.

Request for future agenda items

Kaina suggested update on Treyton's Field of Dreams project.

Adjourn

6:47 pm Motion by Kaina. Second by Gosh. Affirmed by voice vote.

Respectfully submitted,

Michelle Dujardin

Michelle Dujardin

Whitewater University Technology Park Board
Whitewater Innovation Center
1221 Innovation Drive
Whitewater, WI 53190
Minutes for November 9, 2011

1. **Call to Order.**

The meeting was called to order at 8:10 a.m. by Vice President Stewart. Members present: Jeff Knight, Kevin Brunner, Ronald Gayhart, Jim Stewart and John Chenoweth. Peter Zaballos and Richard Telfer appeared at 8:15 a.m. Absent: None. Others present: Gary Lengyel, Denise Ehlen, Mike Vandenbosch and Nicole Barlass (CESA 2).

2. **Approval of Minutes from October 12, 2011 Meeting.**

It was moved by Knight and seconded by Gayhart to approve these minutes as read. Approved.

3. **Report from CESA 2 Director Gary Albrecht.**

Albrecht was out of town and Barlass was attending in his absence. Barlass had no items to report to the Board.

4. **Report from Interim Innovation Manager Gary Lengyel.**

Lengyel reported on a number of facility issues that have been addressed in the last month. He noted that there is now a dedicated PC for the main conference room. The lobby sign board that will identify all tenants has been ordered.

5. **Lab Build-Out Update.**

Brunner indicated that the walk through to establish a punch list took place on October 15 and currently that punch list is being completed by the contractor. It is anticipated that all work related to the lab build out will be completed so that the final payment request will be made to the EDA in late November or early December.

6. **Review/Approval of October Financial Reports.**

It was moved by Gayhart, seconded by Stewart to approve the October financial report for the Innovation Center as presented. Approved.

7. **Update from the Tenancy and Entrepreneurship Committee (IHub and Business Incubation programs/services update).**

Ehlen gave a report from the Tenancy and Entrepreneurship Committee. Ehlen reported that the student entrepreneur start-up company Renwig will be locating in Suite 222 as well as the lab Suite 122.

8. **Appointment of Two Members to CDA Study Committee.**

It was moved by Stewart, seconded by Knight to appoint Brunner and Telfer to serve on the CDA Study Committee. Approved.

9. **Discuss University Tech Park MOU.** Telfer indicated that this item needs further discussion and should be presented at the December meeting of the Board.

10. **Johnson Display Dedication/Open House Planning.**

The Board briefly reviewed the planning for the Johnson Display dedication and lab open house planning set for Friday, November 18th. Board members were requested to have this on their calendars for lunch followed by the dedication ceremony which will take place at 1:00 p.m. followed by the open house until 3:00 p.m.

11. **Closed Executive Session.** It was then moved by Chenoweth, seconded by Zaballos to convene to closed executive session pursuant to Wisconsin State Statutes 19.85 (1)(c) to consider employment, promotion, compensation or performance evaluation data for any public employee over which the governmental body has jurisdiction or exercises responsibility and 19.85(1)(e) to deliberate or negotiate 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. Ayes: Knight, Brunner, Telfer, Gayhart, Stewart, Chenoweth, Zaballos. Noes: None. Absent: None. Meeting convened to closed executive session at 9:18 a.m.

During the closed executive session the Whitewater University Technology Park Executive Director Search and Screen process candidates were reviewed and the process for selection was also reviewed by the committee.

It was then moved by Zaballos, seconded by Gayhart, to reconvene to open session. Ayes: Knight, Brunner, Telfer, Gayhart, Stewart, Chenoweth, Zaballos. Noes: None. Absent: None. The meeting was reconvened to open session at 10:13 a.m.

12. **Future Agenda Items.**

The Board asked that the following items be included on the December agenda: 1) Resolution support of the U.S. Highway 12 Extension Environmental Impact Statement (EIS) resolution of support; 2) Review of Technology Park MOU; and 3) Review Sources and Use Document and update of same.

13. **Next Meeting.**

It was noted that the next meeting of the Board will take place on December 14 at 8:00 a.m. at the Whitewater Innovation Center.

14. **Adjournment.**

It was then moved by Gayhart, seconded by Knight to adjourn. The meeting adjourned at 10:15 a.m.

Respectfully Submitted,

Kevin Brunner, Secretary

**Whitewater Urban Forestry Commission Meeting
August 16, 2011, 4:15 p.m.
Cravath Lakefront Room
Whitewater Municipal Building**

Minutes

Meeting called to order at 4:18 p.m., a quorum being present, by chair, Tiiu Gray-Fow.

Roll call:

Members present: Andrew Crone, Tiiu Gray-Fow, Jen Kaina and Beverly Stone. Jay Craggs arrived at 4:40 pm. Staff: Chuck Nass. Members absent: Karen Coburn, Karen McCullough. Guests: Richard Ehrenberg, Roy Nosek.

Jen Kaina was introduced as the new representative from the Parks and Recreation Board replacing Pru Negley.

Moved by A. Crone, seconded by B. Stone to approve agenda with the exception of Item 12, field trip, which will be postponed. Motion carried unanimously.

Moved by A. Crone, seconded by J. Kaina that the minutes of May 10, 2011 be approved as printed. Motion carried unanimously.

Moved by A. Crone, seconded by J. Kaina that the minutes of June 21, 2011, be approved with correction of spelling of Crone from Krohn. Motion carried unanimously.

Citizen's comments: None.

No reports from Plan and Architectural Board or Parks and Recreation Board. New member Jen Kaina was advised of necessity of specific items for agendas.

It was suggested that there be more public input into the siting of the Treyon Kilar Field of Dreams and that the fundraising is on-going.

Chuck Nass reported that the storm damage was mainly to private trees; that a large branch overhanging the foot bridge between Milwaukee and Main Streets may need pruning; that there has been car damage to three more trees on Main Street and new trees will be planted in the spring; and that a large city maple tree near Randy's restaurant may need to be removed.

Chuck Nass reported that trees are being cut on North Street due to a redesign of the bridge construction due to DNR regulations.

CA-C

After lengthy discussion concerning update of the Emerald Ash Borer Policy J. Craggs moved, Jen Kaina seconded that action be postponed until September meeting. Motion carried unanimously.

Possible future agenda items may include: Green sustainability; replanting on Main Street in anticipation of ash borer destruction for November agenda.

Next meeting is scheduled for September 20, 2011, 4:15 p.m.

A. Crone moved, seconded by J. Kaina that meeting be adjourned. Motion carried unanimously. Meeting was adjourned at 5:40 p.m.

Respectfully submitted,

Beverly Stone, Secretary

CITY OF WHITEWATER
URBAN FORESTRY COMMISSION MEETING
Tuesday, September 20, 2011, 4:15 p.m.
CRAVATH LAKEFRONT ROOM – 2ND FLOOR, CITY MUNICIPAL BUILDING.
WHITEWATER, WI 53190
MINUTES

1. CALL TO ORDER: Meeting called to order by Chair – Tiiu Gray-Fow at 4:20 p.m. A quorum being present.
2. ROLL CALL: Members present: Tiiu Gray-Fow, Karen Coburn, Karen McCulloch, Andrew Crone, Beverly Stone, Jay Craggs arrived later. Members Absent: Jen Kaina. Staff Present: Chuck Nass. Guest: Michele Smith and Richard Ehrenberg.
3. APPROVAL OF AGENDA: Motion by Crone and seconded by McCulloch to approve the agenda. No discussion. Agenda is approved unanimously.
4. APPROVAL OF MINUTES: Motion by Crone to approve August 16, 2011 minutes. Seconded by Gray-Fow. Approved unanimously.
5. CITIZEN COMMENTS: None.
6. PLANNING AND ARCHITECTURAL BOARD REPRESENTATIVE'S REPORT: Plan and Architectural Board member Karen Coburn requested information as to her role as liason between Plan and Architectural Board and Urban Forestry Commission. Discussion followed with clarification as follows: Neighborhood Services staff member needs to give the city forester, Chuck Nass, any development plans that include landscaping and trees in time for the Urban Forestry Commission to have input before Plan and Architectural Board consideration of the plans. The Plan and Architectural board representative would present the UFC thoughts to the Plan and Architectural Board at that time.
7. PARKS AND RECREATION BOARD REPRESENTATIVE'S REPORT: There was an update on the Kilar Field of Dreams project by Tiiu Gray-Fow as Park Board representative was absent.
8. EMERALD ASH BORER POLICY ADDENDUM/EAB TRAPS. Motion was made by Karen McCulloch seconded by Karen Coburn to postpone discussion of the Emerald Ash Borer draft until all members have had a chance to review a second draft for the October meeting. Motion carried unanimously.
9. TREES ON CUT LIST/NORTH STREET REPLANTING/OTHER REPLANTING. Chuck Nass may have a list of next spring's plantings for the October meeting, otherwise November meeting. Trees will have to be removed for the installation of traffic signals at Main Street and Whiton Street intersection. Trees will be replaced on a two-to one basis. Trees will need to be replaced along the new Starin Road. They are under warranty from the landscaper Voegli. The electric company removed a large maple on Walworth Avenue.

10. CONSIDER "BIRD CITY, WISCONSIN" RECOGNITION PROCESS. Karen McCulloch volunteered to research a possible "Bird City" designation for the city.

11. FUTURE AGENDA ITEMS. Parking lot green spaces and change of meeting hour.

Moved by Andrew Crone, seconded by Jay Craggs to adjourn the meeting. Motion carried by unanimous vote. Meeting adjourned at 5:15 p.m.

Next meeting will be October 18, 2011 at 4:15 p.m.

Respectively submitted,

Beverly Stone
Secretary

CITY OF WHITEWATER
URBAN FORESTRY COMMISSION MEETING
Tuesday, October 18, 2011, 4:15 p.m.
CRAVATH LAKEFRONT ROOM – 2ND FLOOR, CITY MUNICIPAL BUILDING.
WHITEWATER, WI 53190
MINUTES

1. CALL TO ORDER: Meeting called to order by Chair – Tiiu Gray-Fow at 4:15 p.m., a quorum being present.
2. ROLL CALL: Members present: Tiiu Gray-Fow, Karen Coburn, Karen McCulloch, Andrew Crone, Beverly Stone, Members Absent: Jen Kaina, Jay Craggs. Staff Present: Chuck Nass. Guest: Roy Nosek, Richard Ehrenberg, Matt Amundson.
3. APPROVAL OF AGENDA: Motion by Coburn and seconded by Stone to approve the agenda. No discussion. Agenda is approved unanimously.
4. APPROVAL OF MINUTES: Motion by McCulloch and seconded by Coburn to approve September 20, 2011 minutes. Approved unanimously with corrections and addition. Corrected minutes will be submitted for publication.
5. CITIZEN COMMENTS: Roy Nosek submitted his ideas to be possibly implemented by UFC regarding planting of trees prior to possible Emerald Ash Borer devastation and planting techniques. Matt Amundson reported on the Bike and Pedestrian path master plan. Safety is the number one concern.
6. PLANNING AND ARCHITECTURAL BOARD REPRESENTATIVE'S REPORT: Coburn will bring landscape plans to UFC for recommendation prior to Plan Board action. Also Coburn will bring reports from the Zoning Master Plan meetings.
7. PARKS AND RECREATION BOARD REPRESENTATIVE'S REPORT: Report was given to Matt Amundson regarding Treyton Field of Dreams. The Pepsi Grant of \$50,000 was received. Approximately \$260,000 has been received. Labor and other value donations will be used towards total estimated costs. Landscaping which will include shade trees for spectators is a key issue.
8. EMERALD ASH BORER POLICY ADDENDUM/EAB TRAPS DRAFT. The Emerald Ash Borer Policy addendum will be divided into two documents. One the city uses and the other for private property owners. The new drafts will be available at the UFC's November meeting.
9. UPDATE ON URBAN FORESTRY MANAGEMENT PLAN:
10. TREES ON CUT LIST/NORTH STREET REPLANTING/OTHER REPLANTING. The city will be replanting 20-30 trees on Main Street. Tree placement is shown by white curb strip. Stump cleaning of cut trees will be done also. Pruning will be done on the west quadrant of the city. Annual planting plan will be available in November.

11. CONSIDER "BIRD CITY, WISCONSIN" RECOGNITION PROCESS. McCulloch will report on the Bird City program at the November meeting as an agenda item.

12. CHANGE OF MEETING TIME. Discussion was held concerning a possible change of meeting of the 4th Tuesday of the month.

13. BUDGET UPDATE. Nass reported that the budget is anticipated to remain at \$10,710.00 for next year. For Tree City designation the cost of the city is \$2.00 per capital for which there is state funding.

14. CONTINUE BRAINSTORMING ON POSSIBLE FUTURE AGENDA ITEMS RELATING TO THE DEVELOPMENT OF WHITEWATER'S GREEN SUSTAINABILITY PROGRAM. UFC members are encouraged to contact persons who have native plants and/or perennials they may wish to donate to the city for landscaping purposes for beautification and cost savings. The city will not be planting landscape beds in parks or city properties. Hanging baskets will still be purchased next year. Costs are \$5,000 for downtown and park baskets.

Moved by Coburn, seconded by Crone to adjourn the meeting. Motion carried by unanimous vote. Meeting adjourned at 5:50 p.m.

Next meeting will be November 15, 2011 at 4:15 p.m.

Respectively submitted,

Beverly Stone
Secretary

CITY OF WHITEWATER
PLAN AND ARCHITECTURAL REVIEW COMMISSION
Whitewater Municipal Building Community Room
November 14, 2011

ABSTRACTS/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL ACTIONS OF THE PLAN AND ARCHITECTURAL REVIEW COMMISSION

Call to order and roll call.

Vice-Chairperson Binnie called the meeting of the Plan and Architectural Review Commission to order at 6:00 p.m.

Present: Meyer, Binnie, Dalee, Parker, Coburn, Miller, Henry (Alternate).

Absent: Torres.

Others: Wallace McDonell (City Attorney), Latisha Birkeland (Neighborhood Services Manager/City Planner).

Hearing of Citizen Comments. No formal Plan Commission action will be taken during this meeting ON CITIZEN COMMENTS although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time.

There were no citizen comments.

Approval of the minutes of October 10, 2011.

Moved by Meyer and seconded by Coburn to approve the Plan Commission minutes of October 10, 2011. Motion approved by unanimous voice vote.

Public hearing for the consideration of Conditional Use Permit for a Class C Wine License for George Christon, to serve wine by the glass at "Gus' Pizza Palace" located at 139 W. Center Street. (This is in addition to the existing Class "B" Beer License.) Vice Chairperson Binnie opened the public hearing for the consideration of Conditional Use Permit for a Class C Wine License for George Christon, to serve wine by the glass at "Gus' Pizza Palace" located at 139 W. Center Street. Binnie noted that this request is in addition to the existing Class "B" Beer License.

George Christon explained that customers have been asking for wine.

The conditions recommended by the Neighborhood Services Manager/City Planner Latisha Birkeland were:

1. The conditional use permit shall run with the business owner and not the land. Any change in ownership will first require approval of a conditional use permit amendment.
2. Maximum occupancy shall be limited to that determined by the fire department. In addition, the establishment shall remain in compliance with all applicable fire code requirements at all times.

3. All signage shall comply with the City's sign ordinance.

There were no comments from the public. Vice-Chairperson Binnie closed the public hearing. Binnie noted that the request would go before the Alcohol Licensing Committee and then the City Council for final approval.

Miller moved approval with the conditions of the City Planner Latisha Birkeland. Henry seconded. Motion approved by unanimous roll-call vote.

Conceptual review of the proposed expansion of the existing site located at 804/808 W. Walworth Ave., to include 818 W. Walworth Ave. for Craig Pope. This proposal would include: a rezoning of the residential property at 818 W. Walworth Ave. from R-2 (One and Two Family) to B-1 (Community Business) Zoning District and combining of the two lots; expansion of the parking/driveway area; the installation of a 4th fuel pump island; and a new alternative fuel island and canopy. Vice-Chairperson Binnie noted that the applicant was not present, but asked the Neighborhood Services Manager/City Planner Latisha Birkeland to present her review of the proposal.

Latisha Birkeland took the opportunity to report that this is her third week here in Whitewater and she has enjoyed meeting the Plan Commission, the City Council and community members and thanked them for giving her a warm welcome to Whitewater.

Birkeland explained that she used the same format that Vandewalle and Associates have used for the staff review of this proposal to keep things familiar to everyone. The applicant, Craig Pope, has submitted new plans (without the car wash) for conceptual review. He plans to use the neighboring property, which he owns. He plans to raze the house and garage to expand the parking area for his Five Points business; add a new fuel pump; and move the current dumpster location to a more permanent enclosure. Part of the transition for his business is to occupy the current vacant space and increase the business to more of a neighborhood grocery. There would be changes to the exterior façade of the building. Birkeland's concerns with the concept plan include: The need for landscaping. Craig Pope needs to have 30% landscaping on this site. Because it is a retro fitted site in addition to the current gas station, they wanted the Plan Commission input as to where appropriate landscaping will fit best. Keep in mind that along Walworth Ave. there should be landscaping that would not impede visibility. The concept plan has two parking spaces within the street yard setback which will need to be removed. This proposal is less intense than the car wash proposal. The existing driveway is proposed to be moved to the west, which would help the intersection and traffic flow in the area.

Plan Commission Member Parker had 6 items of concern. Along the west lot line of the property at 818 W. Walworth Ave., there are existing trees and shrubs. It would be good to have an arborist check to see if they are savable. He would like to see them remain. If there are ones that should be removed, they should be replaced. There should be landscaping installed along the property lines to the west and north for screening. Parker noted that the Comprehensive Plan designates the surrounding area as residential and that it be maintained as residential. The residential area needs to be protected from the noise, parking, lighting, dumpsters, and deliveries.

CA-C

The landscaping and fencing will help. He felt the fencing would be best installed after the demolition or removal of the house and garage, but before construction would begin. Building changes would come back to Plan Commission at a later date, but with the addition of more impervious surface area, these changes may add into the existing stormwater problems downstream from here. Strand and Associates, the City Consulting Engineers, will be looking at this as the proposal progresses. The other item would be the proposed new monument sign to be located at the corner of Summit Street and Janesville Street. Parker has concerns of the visibility from that corner. He suggested putting up a piece of plywood the size of the proposed sign to see what the visibility would be like before approving any monument sign in that location.

Plan Commission Alternate Member Henry stated that the moving of the driveway would be a good improvement as it would help with the congestion at that intersection. She had hoped to talk to Craig Pope about the plans he had written to move the garage to the next property and remodel the home there. She knows some of the neighbors are not pleased with the encroaching of this business into the neighborhood. The remodeling of the home at 826 W. Walworth would be an improvement to the neighborhood. Henry would like to see the remodeling be a part of this project so they would know what they were dealing with.

Plan Commission Member Coburn agreed. She is always saddened when a residential home, especially near the schools, is demolished. Personally she would like to see the house remain and be improved. Coburn also asked for more information on the additional paving and its effect on the water run-off from this property.

Neighborhood Services Manager/City Planner Birkeland had spoken with Mark Fisher, the City Engineer. Fisher stated that he could not tell how much effect the new proposal would have without an official site plan. But if the site cannot manage the water, the City would take payment in lieu of on site management to upgrade the facility for which that water will run into.

Plan Commission Member Meyer asked about the BZA decision in 1995, which was for the property at 804-808 W. Walworth Ave. when they put the addition on the store which required a variance to allow for a 3.5 foot rear yard setback. It did not include any other properties. Meyer also agreed that the remodel of the home at 826 W. Walworth would have to be part of the project.

Birkeland stated that when the certified survey map is done to combine the neighboring property, a variance would also be required in order to allow the dumpster enclosure within the rear yard setback of the property.

The applicant, Craig Pope, arrived at the meeting.

Vice-Chairperson Binnie gave Craig Pope a summary of what had been discussed thus far, which included the concern of having good landscaping (including year round landscaping, evergreens etc.) on the north and west sides of the property to buffer the sound and visibility; the fence to be installed on the west side of the property early on in the project (just after the removal of the home prior to any construction); concern of the stormwater and how it would be handled; before

a new monument sign is installed, a piece of plywood to demonstrate the size of the sign should be installed to be able to see what the visibility would be if installed to the plan; a variance would be required for the proposed dumpster area; it was suggested that an arborist look at the existing trees to see if they would be savable.

Plan Commission Member Dalee asked if it would be possible to move the driveway for the property at 826 W. Walworth Ave. to the rear of the property.

Craig Pope stated he would move the driveway of 826 W. Walworth Ave. to the rear of the property off the alley. When asked if he would be able to provide the 30% landscaping requirement, Pope wasn't sure how he was going to handle that. The terrace trees by 818 and 826 W. Walworth Ave. would stay. The tree by the existing parking area probably would not be saved. Pope explained that he had two possibilities for the store. He could use the building as one store and expand the grocery items, departments and refrigeration areas. Or he thought he might split off 2500 sq. ft. off the west end of the building for a tenant business, such as a laundromat. He stated that the Cousins store would not remain at this location. He would like to enhance the existing parking. He hoped that the traffic flow would increase in this area for his business purposes.

Plan Commission Member Henry asked about exterior remodeling to the 826 W. Walworth Ave. property. She stated that exterior remodeling of that property would make his proposal more palatable for the neighbors. Henry also asked about any plans for the brick house across the street.

Craig Pope thought that he would replace the siding, and replace the porches on the property at 826 W. Walworth Ave. The property is occupied at this time and he would have to get a good look at the place to see what updates are needed. He said it has the potential to be a nice house. As far as the brick house across the street, he is reluctant to move forward with it until he has someone interested in leasing the property as a professional office. He does not want it to be a residential rental. He thought he could move ahead with the exterior items such as rebuilding the front and back porches, shutters, etc.

Plan Commission Member Bruce Parker suggested that the proposed fence behind the property along the alley right of way be moved onto the property a few feet for the purpose of snow removal.

Vice-Chairperson Binnie stated that the Plan Commission had received an email from a neighbor thanking Craig for the changes to his proposal.

City Planner Birkeland stated that she had received a phone call from someone who was not in favor of changing an R-2 single family home property into a B-1 business property.

Vice-Chairperson Binnie stated that he was more comfortable with this proposal than the last one. The proposed improvements would make this business more viable and compatible with the neighborhood.

Craig Pope wants to move forward with his plans and make the improvements.

Future agenda items

Bruce Parker suggested having a work session after January 1, to review the roles and duties of the Plan Commission according to the State Statutes.

Greg Meyer stated they had their first meeting for the Zoning Rewrite Committee and felt that at the next meeting would get to delve deeper into this project.

Neighborhood Services Manager/City Planner Birkeland added that they did have stakeholders meetings and received great feedback for the consultants to work with. The consultants will bring their work to the next meeting on December 7, 2011 from 5:30 to 7:30 in the Cravath Lakefront Room.

Vice-Chairperson Binnie suggested that information on the Zoning Rewrite should be put on as a standing agenda item.

Neighborhood Services Manager/City Planner Birkeland stated that there may be an agenda item for plan review for the addition of lean-to buildings.

Next regular Plan Commission meeting- December 12, 2011.

Moved by Parker and seconded by Dalee to adjourn at approximately 6:50 p.m. Motion was approved by unanimous voice vote.

Vice-Chairperson Lynn Binnie

Irvin L. Young Memorial Library
431 W Center St
Whitewater WI 53190
Board of Trustees Regular Meeting
White Memorial Room
Monday, November 14, 2011, 6:30 pm

CA-C

Present: Julie Caldwell, Richard Helmick, Sharon Knight, Donna Nosck, Rose Mary Leaver, Jim Winship, Vicki Santacroce

Administrative Staff Present: Stacey Lunsford, Diane Jaroch

1. President Nosek called the meeting to order at 6:35p.m.
2. The consent agenda was approved with change in date for revenue funds report from October to September as noted by Lunsford. MSC Helmick/Winship Ayes: Caldwell, Helmick, Knight, Nosck, Leaver, Winship, Santacroce. Noes: None.
3. The circulation, service, and Mango statistics reports for October 2011 were acknowledged. MSC Leaver/Santacroce Ayes: Caldwell, Helmick, Knight, Nosek, Leaver, Winship, Santacroce. Noes: None.
4. The treasurer's report for October 2011 was accepted as presented. MSC Winship/Leaver Ayes: Caldwell, Helmick, Knight, Nosck, Leaver, Winship, Santacroce. Noes: None.
5. Citizen input regarding matters not on agenda: NONE.
6. OLD BUSINESS
 - a) Library Building Expansion Project ~ Discussion of timeline and additions of new actions should put in each month as we move forward.
 - b) Council and Community Communications ~ Stacey will give a report to the Council regarding sessions she attended at WIA.
7. NEW BUSINESS
 - a) Lawson Proposal ~ Discussed effectiveness of focus groups and concept of workshops; does this meet our needs? Discussed importance of including comparison studies of libraries our sizes and what they have done with building additions & updates over the past few years. Do we need to start from scratch or draw upon what we already have? Discussion of how libraries have changed since the project inception date. Discussed the need for more specific proposal; Lawson can come to our meeting in December. We will meet with Lawson in December and Anders in January.
 - b) 2011 Goals and Objectives ~ Reviewed progress of goals.
8. SUGGESTION BOX: None
 - a) DIRECTOR'S REPORT (as submitted by Lunsford)
 - a) I presented a program on e-readers, the iPad, and OverDrive for Seniors in the Park on Tuesday, October 18. There were ten people attending.
 - b) I attended one of the state-wide Library Community Get-Togethers sponsored by Wisconsin Library Services (WiLS) on Monday, October 24. We discussed the Four Futures scenarios that Morrill Solutions Research did for WiLS last fall. It identified the two key influences on envisioning the library of 2020 as funding climate and adaptability. Today's meeting, along with five others across the state, was to get input from personnel from school, public, and academic libraries, as well as library systems and the state Department of

Anyone requiring special arrangements is asked to call the office of the Library Director (473-0530) 72 hours prior to the meeting.

Irvin L. Young Memorial Library
431 W Center St
Whitewater WI 53190
Board of Trustees Regular Meeting
White Memorial Room
Monday, November 14, 2011, 6:30 pm

CA-C

Public Instruction, on what we see as the greatest barriers to being agile and responsive in an unfavorable funding climate and to brainstorm solutions to overcome those barriers. WiLS will collate the responses from across the state and provide a report to the state library community as well as use the data gleaned in developing projects and strategies that will most effectively benefit all types of libraries in Wisconsin. The summary of the process and results are on their website:

www.wils.wisc.edu/govern/docs/4futures_2010.pdf

- c) I filmed a segment of "The Park Bench" with Deb Weberpal, Senior Coordinator, on Tuesday, October 25 for Whitewater TV. We discussed Playaways, Mango Languages, e-readers, and OverDrive.
- d) I completed the Certificate for Public Library Administrators course in Planning and Management of Buildings on Tuesday, October 25.
- e) I attended sessions on Day 2 of the Wisconsin Library Association 2011 Conference. From Wisconsin Library Association conference:
 - In 5 years, 50% of books will be e-books.
 - WLA's public library district legislation proposal:
<http://www.wla.lib.wi.us/legis/districts-summary.htm>
 - WLA's federal legislative agenda:
<http://www.wla.lib.wi.us/legis/federalagenda.htm>
 - E-books presentation by Sue Polanka:
 - Patron Driven Acquisition model – use of books triggers purchase
 - Open Access e-books – unglue.it, Gluejar website
 - Open Library and the Internet Archive – donate one book to the program to join
 - Douglas County libraries in Colorado have their own Adobe content server and locally host their own e-content.
 - Freeding – similar to Freegal – books cost \$.50 to \$2.00 to borrow
 - Amazon now offers very limited Kindle lending to Prime members.
 - Converting files to EPUB format - <http://calibre-ebook.com>

I also met with George Lawson, a library consultant from Ames, Iowa; from whom the library board has requested a proposal to do an updated space needs assessment and building program statement for the library addition project.

The WLA Literary Awards Committee selected the book, *Burned: A Memoir* by Louise Nayer as this year's winner. When Nayer was four, her parents were severely burned in a flash fire accident. She talks about how it affected her parents, her sister, and herself over the course of the rest of their lives.

- f) The library has a new domain name purchased from GoDaddy.com: www.whitewaterlibrary.org. It still points to the old address but is easier to say.

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Irvin L. Young Memorial Library
431 W Center St
Whitewater WI 53190
Board of Trustees Regular Meeting
White Memorial Room
Monday, November 14, 2011, 6:30 pm

CA-C

9. Board member reports: NONE
10. Board member requests for future agenda items: Lawson to attend December meeting; Anders to attend January meeting—prepare questions.
11. Confirmation of next meeting on December 12, 2011, 6:30 p.m.
12. The meeting was adjourned at 7:35 p.m. MSC Leaver/Knight

* Items denoted with asterisks will be approved on the Consent Agenda unless any board member requests that it be removed for individual discussion.

Minutes submitted by Vicki Santacroce, Board of Trustees Secretary

Vicki Santacroce



DRAFT MINUTES
 Monday, October 24, 2011
 4:30 PM – CDA Board of Directors
 1st Floor – Community Room
 Whitewater Municipal Building
 312 W. Whitewater Street
 Whitewater, WI 53190

1. Call to order and roll call

The meeting was called to order by President Tom Miller at 4:30 p.m. Present: Jim Allen, Donna Henry, Larry Kachel, Jeff Knight, Tom Miller and Jim Stewart. Absent: Patrick Singer. Others present: Kevin Brunner, Doug Saubert, Jim Caldwell and Mike Van Den Bosch (WCEDA).

2. Authorization to Approve Agenda, per Whitewater Transparency Enhancement Ordinance No 1804A

It was moved by Knight, seconded by Allen to approve the agenda per Whitewater Transparency Enhancement Ordinance Number 1804A. Ayes: Allen, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Singer. Motion approved.

3. HEARING OF CITIZEN COMMENTS. *No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time.*

There were no citizen comments.

4. Approval of the September 26, 2011 Minutes

It was moved by Stewart, seconded by Kachel to approve the September 26, 2011 minutes as presented. Ayes: Allen, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Singer. Motion approved.

5. Review and Approval of September 2011 Financials

City Finance Director Doug Saubert was present to review the balance sheets for the various CDA funds as well as the investment schedules of the various CDA funds. After discussion, it was moved by Stewart, seconded by Kachel to approve the September 2011 financials as presented. Ayes: Allen, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Singer. Approved.

6. Innovation Center Report

Brunner gave the committee a brief report on the current activities at the Innovation Center. 1) All CDA members are invited to a dedication of the Warren Johnson display as well as the LEED Gold Certification presentation on Friday, November 18th. 2) There will be an open house to showcase the new labs that have been completed at the Innovation Center following the Johnson/LEED Gold ceremony on November 18th. 3) In addition to the LEED Gold Certification the Wisconsin Association of General Contractors has named the Innovation Center as one of its 2011 "Build Wisconsin" award winners (Brunner will be representing the City and CDA in receiving this award on December 1st in Madison at the WAGC Annual Awards Banquet. 4) Blackthorne Capital has taken a second suite on the second floor of the Innovation Center and began tenancy of this additional space on September 15th.

7. Consideration of CDA Policy Concerning WHEDA Loan Guarantees

Mike Van Den Bosch of the Walworth County Economic Development Alliance reviewed the WHEDA loan guarantee program that WCEDA recently approved. Brunner pointed out that he had recommended back in August that the CDA become a partner with WHEDA in becoming an authorized WHEDA lender. Brunner noted that WHEDA is taking a much more active role by using its reserves to help small business owners expand their companies using WHEDA programs as well as new programs under consideration and will provide loan guarantees, direct loans or other financial resources for small business operators. Kachel questioned how losses would be shared with WHEDA. Van Den Bosch indicated that WHEDA co-shares those losses with the local lenders.

After discussion it was moved by Knight, seconded by Allen to approve the policy presented regarding WHEDA loan guarantees. The policy is as follows:

"This policy is intended to direct the CDA staff and Loan Committee on the use of the Wisconsin Housing and Economic Development Authority (WHEDA) loan guarantees.

Where appropriate, the Whitewater Community Development Authority will utilize the WHEDA loan guarantees to help protect the organizations revolving loan fund(s) from losses resulting in defaults from borrowers.

Each loan request coming to the CDA for funding consideration will go through the review process as outlined in the loan program lending manuals. During review of funding requests through the loan program, staff and the Loan Committee shall determine if the project fits under the terms outlined by WHEDA in any of the WHEDA loan guarantees and shall make a recommendation of the CDA Board for application of such guarantee. The recommendation shall be made part of any and all loan recommendations forwarded to the CDA Board along with the proposed terms and conditions of the loan in consideration. Recommendations may be made contingent upon receipt of a WHEDA loan guarantee, and is up to the discretion of the CDA Loan Committee and/or CDA Board."

It was moved by Knight, seconded by Allen to approve the policy governing WHEDA loan guarantees. Ayes: Allen, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Singer. Approved.

Kachel requested that WHEDA Regional Representative Kim Plache be invited to attend the next meeting of the CDA Board to discuss the various WHEDA economic development programs.

8. Activity Updates

a. Retention Visits

Brunner noted there were no retention visits scheduled during the month of October and it would be likely that no additional retention visits would be scheduled until early next year when the new CDA Director is on board.

b. Site Inquiries

Brunner indicated that there are currently two firms that he is working with on potential development either in the Whitewater Business Park or Whitewater University Technology Park. More information on these firms will be forthcoming if they develop their interest in Whitewater further.

CA-C

Brunner also indicated that he had a meeting with John Henderson of NAI/MLG to discuss the potential construction of a spec building in the Whitewater Business Park. There is a developer who has expressed an interest through NAI/MLG in constructing such a facility along the same terms and conditions as those developed several years ago with Keller Construction by the CDA.

c. Housing Study

Brunner indicated that he had been in contact with Professor Russ Kashian regarding completion of the housing surveys. Kashian indicated that he was hoping to complete the survey research and reports by December 1st. Knight indicated that he would like to invite the Housing Subcommittee to the CDA meeting when this housing survey is presented.

9. Review and Approve 2012 CDA Budget

The CDA reviewed the proposed CDA budget for 2012. After discussion it was moved by Knight, seconded by Kachel to approve the budget as presented with the following changes. 1) The marketing line item be increased from the proposed \$6,000 to \$15,000. 2) The UWW internship program be restored to the budget at a total of \$2,000. 3) Revenues needed to balance the budget be appropriated from the CDA fund balance. (Note here that it is anticipated that very little of the 2011 budget for marketing of \$12,800 will be spent this year and thus should be available for use by the CDA next year). Ayes: Allen, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Singer. Approved.

10. Review and Possible Action on CDA Director Job Description and Search/Screen Process

Knight indicated that he had met with Kachel, Miller and Brunner to finalize the CDA Director job description. The job description as drafted was being presented to the Board for final approval. In addition, Knight indicated that the search process would begin immediately for a new CDA Director with applications due to the CDA no later than December 1, 2011 with a targeted January start date for the new director.

It was moved by Knight, seconded by Allen to approved the CDA Director Job Description as presented and to begin the search and screen process for this position as outlined. Ayes: Allen, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Singer. Approved.

11. Adjourn

It was then moved by Stewart, seconded by Allen to adjourn the meeting. Meeting adjourned at 5:45 p.m.

Kevin Brunner, City Manager
Recording Secretary

Minutes of Whitewater Landmarks Commission
Thursday, September 15, 2011 – 5 PM
Community Room
312 Whitewater St. - Whitewater, WI 53190

Public Hearing for the Proposed Landmark Designation
Yasko House; 136 Whiton Street; Whitewater, Wisconsin

I. Call to order and roll call

Chair Christ called the public hearing to order at 5:02 P.M. Roll call was taken.
Members present: Carol Christ, Richard Helmick, Mariann Scott, Nancy Wendt.
Members absent: Linda Loomer, Alan Marshall, Marilyn Kienbaum.
Christ introduced Richard and Caryl Yasko, the owners of 136 Whiton Street.

II. Approval of agenda

Christ asked for the agenda item III to be amended to read **Procedure** and Criteria for Designation.
Helmick moved that agenda item III be amended to read **Procedure** and Criteria for Designation. Wendt seconded the amendment. Vote on amendment. Ayes: Christ, Helmick, Scott, Wendt. Nays: None
Absent: Loomer, Marshall, Kienbaum. Vote on amended agenda. Ayes: Christ, Helmick, Scott, Wendt.
Nays: None. Absent: Loomer, Marshall, Kienbaum. Amended agenda passed.

III. Hear citizen comments

No comments.

III. Review Title 17 Sections on Procedure and Criteria for Designation

Christ read Title 17.12.010, 17.12.011 and 17.12.020.

IV. Review Local Landmark nomination

Helmick led the review of the nomination application. Scott suggested that information about the mural 'Prairie Tillers' created by Caryl Yasko be added to the history record on application.

V. Action on application for Local Landmark designation of house at 136 Whiton Street; Whitewater, WI
Scott moved that, "the house at 136 Whiton, Whitewater, Wisconsin, be designated as Whitewater Local Landmark number 19". Wendt second the motion. After discussion, Scott amended the motion to read, "the Kiernan Yasko House at 136 Whiton, Whitewater, Wisconsin, be designated as Whitewater Local Landmark number 19". Helmick seconded the amendment. Vote on amendment. Ayes: Christ, Helmick, Scott, Wendt. Nays: None. Absent: Loomer, Marshall, Kienbaum. Amendment passed. Vote taken on amended motion. Ayes: Christ, Helmick, Scott, Wendt. Nays: None. Absent: Loomer, Marshall, Kienbaum. Motion carried.

VI. Discussion of Title 17 proposed amendment: for Certificate of Appropriateness.

Helmick moved to approve the Title 17 proposed amendment: Certificate of Appropriateness. Wendt seconded the motion. After discussion a vote was taken. Ayes: Christ, Helmick, Scott, Wendt. Nays: None. Absent: Loomer, Marshall, Kienbaum. Motion passed

VII. Adjournment

Meeting adjourned at 5:33 PM.

Respectfully submitted,
Mariann Scott, Secretary

Minutes for October 5, 2011

- I. Call to Order and Roll Call
 - At 5:07 P.M. Chair Christ called the monthly meeting of the Whitewater Landmarks Commission to order in the City Manager's Conference Room of the Whitewater Municipal Building. Roll call was taken. Members present: Carol Christ, Richard Helmick, Linda Loomer, Mariann Scott, Nancy Wendt. Members absent: Alan Marshall, Marilyn Kienbaum. Guest present: Andrew Crone. David Stone arrived at 5:35 P.M.
- II Approval of agenda

Helmick moved that agenda item XIII. Fence Encroachments at the Effigy Mounds Preserve be moved to follow Item V. Citizen Comments. Loomer seconded the amendment. Vote taken. AYES: Christ, Helmick, Loomer, Scott, Wendt. NOES: None. Absent: Kienbaum, Marshall. Amendment passed. Helmick moved to accept the October 5, 2011 agenda as amended. Vote taken. AYES: Christ, Helmick, Loomer, Scott, Wendt. NOES: None. Absent: Kienbaum, Marshall. Amended agenda passed.
- III. Approval of minutes of September 7, 2011 meeting and September 15, 2011 public meeting.

Secretary reported the minutes for the September 15, 2011 have not been completed. Helmick moved and Loomer seconded to accept the September 7, 2011 minutes as written. AYES: Christ, Helmick, Loomer, Scott, Wendt. NOES: None. Absent: Kienbaum, Marshall
- IV. Date of next Landmark's Commission Meeting

The next meeting is scheduled for Wed., November 2, 2011 at 5:00 P.M in the City Manager's Conference Room in the Whitewater Municipal Building.
- V. Citizen's Comments

Crone interested in agenda item XIII.

REPORTS

- XIII. Report on status of fence encroachments in Effigy Mounds Preserve

Andrew Crone asked questions about the property rights of the homeowners whose share a property line with the Effigy Mound Preserve. Commissioners explained the federal and state laws that protect burial and archaeological sites. Also the duties of the Landmarks Commission were discussed. No action has been reported by the staff on the encroachments in the Effigy Mounds Preserve.
- VI. Report on James and Ella Rockefeller House

Christ reported that Julie Jenks, DOT, said the survey will probably be completed in December. Christ will request that the digital photos take of the house be sent to the city.
- VII. Report on Landmark Designation for Kiernan Yasko House, 136 Whiton Street

Helmick reported that Caryl Yasko is very happy.
- VIII. Report on Hoard Museum Panel and Brochure

Helmick reviewed the text and layout of the Effigy Mounds Preserve panel for the Hoard Museum. Loomer moved to approve the text as submitted by Kori Oberli. Scott seconded the motion. All the commissioners commented favorably on the text and panel. A vote was taken. AYES: Christ, Helmick, Loomer, Scott, Wendt. NOES: None. Absent: Kienbaum, Marshall. Motion passed.
- IX. Report on Friends of the Effigy Mounds

Helmick reviewed the "Letter of Agreement" for the new members. No new information has been received from staff about a different agreement. Volunteer work projects are on hold until a mutually acceptable volunteer work agreement is signed. No tours given since last meeting.
- X. Report on "FREE LIBRARY" history panel for White Memorial Building

No report

- XI. Report on Birge Fountain
Loomer reported the fountain painting is complete except for the cherubs. There is discussion as to whether they should be bronzed.
- XII. Report on Local History & Historic Preservation Conference
Helmick reported the conference very educational and enjoyable.

OLD BUSINESS

- XIV. Common Council Second Reading of Title 17 Amendment -- Certificate of Appropriateness
At last night's Common Council meeting Scott asked the council to postpone voting on this amendment. See Council agreed. See explanation below under agenda item XX.
- XV. Final Version of the Effigy Mounds Restoration Plan
Park and Recreation Director reported that he has not yet received a copy of the final version.
- XVI. Whitewater Historical Society Projects
No report.
- XVII. Landmarks Commission office space at City Hall
Scott showed the space that is available. There are no locked areas.

NEW BUSINESS

- XVIII. Certified Local Government (CLG) Grants
Christ reported that the deadline for applying for 2012 CLGs has passed. She will keep the information on file for next year.
- XIX. Suggestions for Preservation Month Activities
Suggestions are a display at the Young Memorial Library, Kiernan Yasko house event, event coordinated with Downtown Whitewater, even at the depot coordinated with the Whitewater Historical Society, thank you reception for local historical preservation supporters and event(s) at the Effigy Mounds Preserve.
- XX. Open Records Request
 - A. Scott reported that a copy of a draft of a 'Resolution Delegating Management and Control of the Whitewater Effigy Mounds Preserve to the Whitewater Parks and Recreation Board' was received in the Open Records request. During Citizen Comments at last night's council meeting Scott asked the council who requested the resolution and what situation it addressed.
 - B. Scott reported that as a result of her Open Records request in September, information about the process of an historic preservation review of repairs and alterations to city owned local landmarks appears to not cover all sites. This opens the possibility of possible unintentional damage to local historic sites. At the common council meeting on October 4 Scott requested that the Common Council postpone voting on the second Reading of agenda item O-1, Amending Title 17 to provide for a COA, until the historic preservation process can be reviewed. The council agreed and the City Attorney will review the amendment with her, the Landmarks Commission and staff to address any change(s) to the Amendment that might be needed.

FUTURE AGENDA ITEMS

- XXI. Possible Local Landmark/Historic District/Historic Property Designations
 - 1. Leon Pescheret house
 - 2. Vivian Henderson house
 - 3. UW Stone Pillars and Starin Park Pillars

XXII. New provision of Chapter 17 – criteria and list

XXIII. Certificates for Local Landmarks and plaques for Whitewater sites on the National Register of Historic Places.

Respectfully submitted,

Mariann Scott
Secretary

CITY OF WHITEWATER
Doug Saubert, Finance Director

TO: City Manager and Council Members

FROM: Doug Saubert, Finance Director

RE: Authorized & Manual Checks Processed/Paid for November 2011

Date: December 12, 2011

Attached is a detail listing of all manual and authorized checks processed for November 2011. The total amount was \$2,937,634.82. The amounts per fund are as follows:

FUND	NAME	TOTAL
100	General Fund	1,101,296.64
200	Cable TV	635.76
208	Parking Permit Fund	-
220	Library	14,982.49
280	Street Repair Revolving Fund	125,000.00
300	Debt Service Fund	368,562.50
440	TID # 4	238,313.95
450	Capital Projects	376,011.96
459	Depot Restoration	12.40
491	North Street Bridges	374.49
610	Water Utility	77,262.48
620	Sewer Utility	632,836.32
900	CDA	24.25
920	Innovation Center	2,321.58
	TOTALS	<u>2,937,634.82</u>

Please let me know if you have any questions.

Report Criteria:

Report type: GL detail

Check/Check number = 70477-70537,70620-70673

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
100								
11/11	11/01/2011	70477	43	PETTY CASH	43-11/1/11	1	100-51500-310	5.90
11/11	11/01/2011	70477	43	PETTY CASH	43-11/1/11	2	100-51400-310	5.26
11/11	11/01/2011	70477	43	PETTY CASH	43-11/1/11	4	100-52100-340	4.09
11/11	11/01/2011	70477	43	PETTY CASH	43-11/1/11	5	100-52100-220	38.71
11/11	11/01/2011	70477	43	PETTY CASH	43-11/1/11	6	100-52100-310	52.86
11/11	11/01/2011	70477	43	PETTY CASH	43-11/1/11	7	100-52110-330	14.47
11/11	11/01/2011	70477	43	PETTY CASH	43-11/1/11	8	100-52100-340	33.25
Total 70477:								152.53
11/11	11/03/2011	70482	6374	ANTON, JACOB	OVERPAYM	1	100-45130-52	10.00
Total 70482:								10.00
11/11	11/03/2011	70487	21	CARQUEST AUTO PARTS	21-11311	1	100-52110-241	5.04
11/11	11/03/2011	70487	21	CARQUEST AUTO PARTS	21-11311	2	100-52140-241	4.20
11/11	11/03/2011	70487	21	CARQUEST AUTO PARTS	21-11311	3	100-53230-352	794.15
Total 70487:								803.39
11/11	11/03/2011	70488	4854	DEKEMPER, CONNIE	10/23-10/26/	1	100-51500-210	123.25
Total 70488:								123.25
11/11	11/03/2011	70493	2339	GATEWAY TECHNICAL COLLE	1271041	1	100-52110-154	47.70
Total 70493:								47.70
11/11	11/03/2011	70494	6022	HANACHEK, ASHLEY	OCT RESTIT	1	100-21690	100.00
Total 70494:								100.00
11/11	11/03/2011	70500	2274	MUNICIPAL COURT FUND	10/27-11/03/	1	100-45110-52	303.00
11/11	11/03/2011	70500	2274	MUNICIPAL COURT FUND	10/27-11/03/	2	100-45110-52	11.80
11/11	11/03/2011	70500	2274	MUNICIPAL COURT FUND	10/27-11/03/	3	100-45110-52	303.00
11/11	11/03/2011	70500	2274	MUNICIPAL COURT FUND	10/27-11/03/	4	100-45110-52	240.00
Total 70500:								857.80
11/11	11/03/2011	70502	6046	OFFICE COPYING EQUIPMENT	C250276	1	100-51400-310	191.22
11/11	11/03/2011	70502	6046	OFFICE COPYING EQUIPMENT	C250276	2	100-51100-310	286.84
11/11	11/03/2011	70502	6046	OFFICE COPYING EQUIPMENT	C250276	3	100-51500-310	581.21
11/11	11/03/2011	70502	6046	OFFICE COPYING EQUIPMENT	C250276	4	100-56300-310	408.99
11/11	11/03/2011	70502	6046	OFFICE COPYING EQUIPMENT	C250276	5	100-53100-310	408.99
11/11	11/03/2011	70502	6046	OFFICE COPYING EQUIPMENT	C250276	6	100-52100-310	396.06
Total 70502:								2,273.31
11/11	11/03/2011	70508	4500	ROCK CO CLERK OF COURT	10/28/11 FIN	1	100-45114-52	134.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
Total 70506:								134.50
11/11	11/03/2011	70508	6393	SERGIN, JACOB	REFUND	1	100-21690	6.00
Total 70508:								6.00
11/11	11/03/2011	70510	5574	STATE OF WISCONSIN	10/11 FINES	1	100-21690	8,235.45
Total 70510:								8,235.45
11/11	11/03/2011	70512	4731	UHL, BRIAN	EM TRNG M	1	100-52500-154	131.49
Total 70512:								131.49
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	1	100-46733-55	195.61
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	2	100-52100-340	38.01
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	3	100-52110-241	7.88
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	4	100-52300-340	60.92
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	5	100-55300-341	5.64
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	6	100-55310-340	69.88
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	7	100-55320-790	17.06
Total 70514:								392.80
11/11	11/03/2011	70515	4538	WALWORTH CO CLERK OF CO	10/27/11 FIN	1	100-45114-52	200.00
Total 70515:								200.00
11/11	11/03/2011	70516	282	WALWORTH CO TREASURER	10/11 FINES	1	100-21690	2,244.26
Total 70516:								2,244.26
11/11	11/03/2011	70517	4548	WHITEWATER, CITY OF	10/11 FINES	1	100-21690	21,081.99
11/11	11/03/2011	70517	4548	WHITEWATER, CITY OF	RESCUE RY	1	100-21690	50.00
Total 70517:								21,111.99
11/11	11/03/2011	70518	2849	KALAHARI RESORT	ELDER	1	100-52110-154	238.00
Total 70518:								238.00
11/11	11/03/2011	70519	195	REGISTRATION FEE TRUST	4 SUSPENSI	1	100-52140-360	20.00
Total 70519:								20.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	1	100-46733-55	294.97
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	2	100-46733-55	21.08
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	3	100-46733-55	29.49
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	4	100-46733-55	395.99
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	5	100-46733-55	790.95
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	6	100-51400-330	14.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	7	100-51400-340	95.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	8	100-51450-246	111.24
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	9	100-51450-246	29.95
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	10	100-51450-246	79.00

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11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	11	100-51450-248	125.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	12	100-51500-154	70.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	13	100-52100-118	128.50
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	14	100-52100-154	59.50
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	15	100-52100-310	179.99
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	18	100-52100-340	129.92
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	17	100-52110-154	73.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	18	100-52110-340	186.74
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	19	100-53270-154	250.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	20	100-55210-154	235.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	21	100-55320-700	43.72
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	22	100-55300-341	35.76
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	23	100-55300-341	19.90
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	24	100-55300-342	59.08
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	25	100-55300-343	50.99
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	26	100-55300-344	89.68
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	27	100-55310-154	176.89
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	28	100-55310-320	145.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	29	100-55310-340	6.41
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	30	100-56300-310	63.38
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	31	100-56300-310	110.54
Total 70520:								4,100.97
11/11	11/10/2011	70521	5410	3 RIVERS BILLING	1444	1	100-46230-52	2,814.47
Total 70521:								2,814.47
11/11	11/10/2011	70522	6380	AT&T	6380-111011	1	100-51800-225	343.69
11/11	11/10/2011	70522	6380	AT&T	6380-111011	2	100-55110-225	46.32
Total 70522:								390.01
11/11	11/10/2011	70525	6276	JOHN DEERE FINANCIAL	53129	1	100-53230-352	184.00
11/11	11/10/2011	70525	6276	JOHN DEERE FINANCIAL	53451	1	100-53230-352	178.00
11/11	11/10/2011	70525	6276	JOHN DEERE FINANCIAL	53632	1	100-53230-352	180.00
Total 70525:								542.00
11/11	11/10/2011	70526	6398	KAINA, JEN	FALL 2011	1	100-55300-347	150.00
Total 70526:								150.00
11/11	11/10/2011	70527	5514	KLEINFELDT, JOHN	CLOTHING	1	100-52110-118	100.20
Total 70527:								100.20
11/11	11/10/2011	70528	219	MINNESOTA LIFE INSURANCE	DEC11	1	100-21531	2,319.51
Total 70528:								2,319.51
11/11	11/10/2011	70529	2274	MUNICIPAL COURT FUND	FINES 11/3-1	1	100-45110-52	10.00
11/11	11/10/2011	70529	2274	MUNICIPAL COURT FUND	FINES 11/3-1	2	100-45110-52	88.80
11/11	11/10/2011	70529	2274	MUNICIPAL COURT FUND	FINES 11/3-1	3	100-45110-52	429.00
11/11	11/10/2011	70529	2274	MUNICIPAL COURT FUND	FINES 11/3-1	4	100-45110-52	731.00
11/11	11/10/2011	70529	2274	MUNICIPAL COURT FUND	FINES 11/3-1	5	100-45110-52	303.00

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11/11	11/10/2011	70529	2274	MUNICIPAL COURT FUND	FINES 11/3-1	6	100-45110-52	177.00
Total 70529:								1,738.80
11/11	11/10/2011	70530	727	PETE'S TIRE SERVICE INC	53631	1	100-53230-352	305.00
11/11	11/10/2011	70530	727	PETE'S TIRE SERVICE INC	53676	1	100-53230-352	25.00
Total 70530:								330.00
11/11	11/10/2011	70531	1592	SAM'S CLUB	004994	1	100-55320-790	544.19
Total 70531:								544.19
11/11	11/10/2011	70532	6397	SCHOATE, SPENCER	FIREFIGHT	1	100-52200-154	47.40
Total 70532:								47.40
11/11	11/10/2011	70533	2	SENTRY OF WHITEWATER, DA	0070000509	1	100-52300-340	134.70
11/11	11/10/2011	70533	2	SENTRY OF WHITEWATER, DA	0070022917	1	100-52300-340	128.51
Total 70533:								263.21
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	1	100-51600-225	39.99
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	2	100-51450-244	119.07
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	3	100-51450-244	199.95
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	4	100-55110-225	11.98
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	5	100-53100-225	86.23
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	6	100-53100-225	25.14
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	8	100-55210-225	116.24
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	9	100-56300-225	18.58
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	10	100-52400-225	18.57
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	11	100-51400-225	38.66
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	12	100-51400-225	27.05
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	13	100-53230-241	97.12
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	15	100-55310-225	1.52
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	16	100-52100-225	297.61
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	17	100-52500-225	1.08
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	18	100-52200-225	265.76
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	19	100-52300-225	13.01
Total 70534:								1,377.54
11/11	11/10/2011	70535	25	WE ENERGIES	25-111011	1	100-52500-340	38.54
11/11	11/10/2011	70535	25	WE ENERGIES	25-111011	2	100-53300-222	844.06
11/11	11/10/2011	70535	25	WE ENERGIES	25-111011	3	100-53420-222	18,584.90
11/11	11/10/2011	70535	25	WE ENERGIES	25-111011	4	100-51600-222	1,212.09
11/11	11/10/2011	70535	25	WE ENERGIES	25-111011	5	100-51600-224	767.79
11/11	11/10/2011	70535	25	WE ENERGIES	25-111011	6	100-53270-224	22.73
11/11	11/10/2011	70535	25	WE ENERGIES	25-111011	7	100-55111-222	1,414.01
11/11	11/10/2011	70535	25	WE ENERGIES	25-111011	8	100-55111-224	187.74
Total 70535:								23,071.89
11/11	11/10/2011	70536	24	WINCHESTER HARDWARE INC	24-111011	1	100-51600-355	20.02
11/11	11/10/2011	70536	24	WINCHESTER HARDWARE INC	24-111011	2	100-52200-340	110.00
11/11	11/10/2011	70536	24	WINCHESTER HARDWARE INC	24-111011	3	100-53230-352	105.78

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11/11	11/10/2011	70536	24	WINCHESTER HARDWARE INC	24-111011	4	100-53270-340	68.88
Total 70536:								304.68
11/11	11/10/2011	70537	5649	WPELRA	FRONTLINE	1	100-55210-154	85.00
11/11	11/10/2011	70537	5649	WPELRA	FRONTLINE	2	100-51400-154	85.00
11/11	11/10/2011	70537	5649	WPELRA	FRONTLINE	4	100-51400-154	85.00
Total 70537:								255.00
11/11	11/17/2011	70620	4353	SWEETSPOT, THE	CITY2	1	100-51400-310	117.50
Total 70620:								117.50
11/11	11/17/2011	70621	6360	AT&T	6360 11-17-2	1	100-51600-225	223.60
Total 70621:								223.60
11/11	11/17/2011	70623	21	CARQUEST AUTO PARTS	21-111711	1	100-62110-241	13.36
11/11	11/17/2011	70623	21	CARQUEST AUTO PARTS	21-111711	2	100-53230-352	541.46
Total 70623:								554.81
11/11	11/17/2011	70625	6394	DEPT OF SAFETY & PROFESSI	275143	1	100-51600-340	50.00
11/11	11/17/2011	70625	6394	DEPT OF SAFETY & PROFESSI	275342	1	100-51600-340	50.00
Total 70625:								100.00
11/11	11/17/2011	70628	341	GATEWAY TECHNICAL COLLE	15659	1	100-52500-154	47.70
Total 70628:								47.70
11/11	11/17/2011	70631	60	HOME LUMBER CO	60-111711	1	100-51600-355	107.27
11/11	11/17/2011	70631	60	HOME LUMBER CO	60-111711	2	100-52300-340	9.41
11/11	11/17/2011	70631	60	HOME LUMBER CO	60-111711	3	100-53270-359	65.81
Total 70631:								182.49
11/11	11/17/2011	70632	3146	LADWIG & VOSS	43417515	1	100-13122	25.00
Total 70632:								25.00
11/11	11/17/2011	70635	2274	MUNICIPAL COURT FUND	2014387	1	100-45110-52	114.00
Total 70635:								114.00
11/11	11/17/2011	70636	416	NEUMEISTER, BRIAN	416 1117201	1	100-53270-154	572.94
Total 70636:								572.94
11/11	11/17/2011	70642	6399	SEERA	37767337	1	100-51600-154	999.00
Total 70642:								999.00
11/11	11/17/2011	70644	6400	STREIB, JIM	08/11 DEPO	1	100-44300-53	150.00

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Total 70644:								150.00
11/11	11/17/2011	70647	27	VANDEWALLE & ASSOCIATES	201110043	1	100-56300-219	749.02
Total 70647:								749.02
11/11	11/17/2011	70648	3852	WALWORTH CO SHERIFFS DE	2014359	1	100-46114-52	25.00
Total 70648:								25.00
11/11	11/17/2011	70649	25	WE ENERGIES	25 11-17-201	2	100-53230-222	674.85
11/11	11/17/2011	70649	25	WE ENERGIES	25 11-17-201	3	100-53270-224	96.57
11/11	11/17/2011	70649	25	WE ENERGIES	25 11-17-201	4	100-53270-222	919.05
Total 70649:								1,690.27
11/11	11/23/2011	70651	3007	ASSOCIATED BANK	BANK TRAN		100-11300	1,000,000.00
Total 70651:								1,000,000.00
11/11	11/23/2011	70652	6354	BIRKELAND, LATISHA	REIMBURSE	1	100-56300-219	64.85
Total 70652:								64.85
11/11	11/23/2011	70653	6401	BOLCHEN, KATHY	112005470	1	100-45130-52	20.00
Total 70653:								20.00
11/11	11/23/2011	70654	6120	CHARTER COMMUNICATIONS	6120-1113*1	1	100-52300-340	129.99
Total 70654:								129.99
11/11	11/23/2011	70656	3916	DOWNTOWN WHITEWATER IN	3916-112311	1	100-51100-720	12,500.00
Total 70656:								12,500.00
11/11	11/23/2011	70657	6402	DRELLISHAK, CONNOR P	6402-112311	1	100-21690	93.00
Total 70657:								93.00
11/11	11/23/2011	70658	4420	ELDER, JAMES	NOV REIMB	1	100-52110-154	56.00
Total 70658:								56.00
11/11	11/23/2011	70659	5095	FREEMAN, KELLY	EMT CLASS	1	100-52300-154	566.00
11/11	11/23/2011	70659	5095	FREEMAN, KELLY	EMT CLASS	2	100-52300-113	180.09
11/11	11/23/2011	70659	5095	FREEMAN, KELLY	EMT CLASS	3	100-52300-113	145.95
11/11	11/23/2011	70659	5095	FREEMAN, KELLY	EMT CLASS	4	100-52300-154	70.00
11/11	11/23/2011	70659	5095	FREEMAN, KELLY	EMT CLASS	5	100-52300-154	539.46
Total 70659:								1,491.50
11/11	11/23/2011	70660	3034	GEMPLER, HEIDI	LANDS END	1	100-52600-116	76.19

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Total 70660:								76.19
11/11	11/23/2011	70661	2274	MUNICIPAL COURT FUND	2274-112311	1	100-45110-52	114.00
Total 70661:								114.00
11/11	11/23/2011	70662	195	REGISTRATION FEE TRUST	6 SUSPENSI	1	100-52140-360	30.00
Total 70662:								30.00
11/11	11/23/2011	70663	89	REINDERS INC	1356025	1	100-53270-245	270.68
Total 70663:								270.68
11/11	11/23/2011	70664	2	SENTRY OF WHITEWATER, DA	0010002607	1	100-52100-340	40.93
11/11	11/23/2011	70664	2	SENTRY OF WHITEWATER, DA	0020001811	1	100-46733-55	24.61
11/11	11/23/2011	70664	2	SENTRY OF WHITEWATER, DA	0030003908	1	100-52110-340	33.56
Total 70664:								99.10
11/11	11/23/2011	70666	25	WE ENERGIES	25-112311	1	100-53420-222	136.98
11/11	11/23/2011	70666	25	WE ENERGIES	25-112311	2	100-51600-222	5,130.88
Total 70666:								5,267.88
Total 100:								1,101,296.64
200								
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	8	200-55110-340	30.68
Total 70514:								30.68
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	32	200-55110-225	8.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	33	200-55110-225	9.95
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	34	200-55110-341	53.76
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	35	200-55110-341	35.17
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	36	200-55110-359	295.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	37	200-55110-810	152.96
Total 70520:								554.84
11/11	11/10/2011	70522	6380	AT&T	6380-111011	3	200-55110-225	50.24
Total 70522:								50.24
Total 200:								635.76
220								
11/11	11/03/2011	70480	2053	ALLISON TREE CARE INC	20157	1	220-55110-250	499.00
Total 70480:								499.00
11/11	11/03/2011	70481	5928	AMERICAN INDUSTRIAL LEAS	307544	1	220-55110-242	353.25

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Total 70481:								353.25
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026309225	1	220-55110-321	171.57
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026309226	1	220-55110-321	14.00
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026309227	1	220-55110-321	14.56
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026309228	1	220-55110-321	15.14
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026310225	1	220-55110-321	17.38
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026310226	1	220-55110-321	14.59
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026310227	1	220-55110-321	30.29
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026310228	1	220-55110-321	133.45
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026310229	1	220-55110-321	16.25
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026310230	1	220-55110-323	34.42
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026310231	1	220-55110-321	16.24
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026310232	1	220-55110-321	15.14
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026310233	1	220-55110-321	16.27
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026310234	1	220-55110-321	15.14
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026317105	1	220-55110-321	248.72
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026317109	1	220-55110-323	14.86
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026317110	1	220-55110-321	14.58
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026317111	1	220-55110-321	16.26
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026325209	1	220-55110-321	15.15
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026325210	1	220-55110-323	740.64
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026325211	1	220-55110-321	15.12
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026325212	1	220-55110-321	14.59
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026327939	1	220-55110-321	10.08
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026333470	1	220-55110-321	15.15
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026333471	1	220-55110-321	18.99
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026333472	1	220-55110-321	153.03
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026333473	1	220-55110-321	16.26
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026333474	1	220-55110-323	12.99
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026333475	1	220-55110-321	15.69
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026333476	1	220-55110-321	15.12
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026335336	1	220-55110-321	31.63
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026335337	1	220-55110-323	7.25
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026335338	1	220-55110-321	93.25
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026335350	1	220-55110-321	71.13
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026335682	1	220-55110-321	34.20
11/11	11/03/2011	70483	95	BAKER & TAYLOR BOOKS	2026335683	1	220-55110-323	6.71
Total 70483:								2,105.83
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	165845050-2	1	220-55110-326	21.59
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	154481250-2	1	220-55110-326	43.55
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	166479210-2	1	220-55110-326	144.92
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	166479220-2	1	220-55110-326	17.99
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	166820360-2	1	220-55110-326	19.43
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	166850650	1	220-55110-327	10.79
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	166892410	1	220-55110-326	41.74
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	166938130-2	1	220-55110-326	56.82
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	167109800	1	220-55110-326	558.39
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	167213310	1	220-55110-326	210.35
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	167444430	1	220-55110-326	34.35
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	167644480	1	220-55110-326	69.10
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	V64339300-2	1	220-55110-326	21.59
11/11	11/03/2011	70484	1833	BAKER & TAYLOR ENTERTAIN	V64993870	1	220-55110-326	21.59

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
Total 70484:								1,272.30
11/11	11/03/2011	70485	1998	BLOOM, CATHY	COOKIES &	1	220-55110-343	38.85
11/11	11/03/2011	70485	1998	BLOOM, CATHY	COOKIES &	2	220-55110-342	177.39
Total 70485:								216.04
11/11	11/03/2011	70486	1852	BOOK WHOLESALERS INC	200770D	1	220-55110-323	3.89
11/11	11/03/2011	70486	1852	BOOK WHOLESALERS INC	204067D	1	220-55110-323	3.89
Total 70486:								7.78
11/11	11/03/2011	70489	286	DEMCO INC	4379368	1	220-55110-310	133.31
11/11	11/03/2011	70489	286	DEMCO INC	4382571	1	220-55110-310	54.49
Total 70489:								187.80
11/11	11/03/2011	70491	724	FULL COMPASS SYSTEMS LTD	4092983	1	220-55110-810	84.98
Total 70491:								84.98
11/11	11/03/2011	70492	1838	GALE	17355515	1	220-55110-321	69.74
Total 70492:								69.74
11/11	11/03/2011	70495	1860	LUNSFORD, STACEY	FITCHBURG	1	220-55110-330	68.85
Total 70495:								68.85
11/11	11/03/2011	70496	1927	MARSHALL CAVENDISH CORP	R879403	1	220-55110-323	193.94
Total 70496:								193.94
11/11	11/03/2011	70498	1832	MIDWEST TAPE LLC	2652922	1	220-55110-327	59.99
Total 70498:								59.99
11/11	11/03/2011	70499	871	MILWAUKEE MAP SERVICE INC	330850	1	220-55110-321	64.96
Total 70499:								64.96
11/11	11/03/2011	70503	1924	RANDOM HOUSE INC	1082539947	1	220-55110-326	38.25
Total 70503:								38.25
11/11	11/03/2011	70504	1843	RECORDED BOOKS LLC	74425470	1	220-55110-326	159.40
11/11	11/03/2011	70504	1843	RECORDED BOOKS LLC	74429866	1	220-55110-326	99.00
11/11	11/03/2011	70504	1843	RECORDED BOOKS LLC	74430810	1	220-55110-326	30.20
Total 70504:								288.60
11/11	11/03/2011	70505	1247	RESEARCH TECHNOLOGY INT'	162056	1	220-55110-310	144.95
Total 70505:								144.95

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11/11	11/03/2011	70507	2057	SALEM PRESS INC	0395093-IN	1	220-55110-321	152.70
Total 70507:								152.70
11/11	11/03/2011	70509	102	STA-LITE CORP	4744	1	220-55110-810	1,845.00
Total 70509:								1,845.00
11/11	11/03/2011	70511	2228	TASTE OF HOME BOOKS	1012	1	220-55110-321	32.68
Total 70511:								32.68
11/11	11/03/2011	70513	1887	VALUE LINE PUBLISHING INC	1 YR	1	220-55110-324	898.00
Total 70513:								898.00
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	9	220-55110-310	62.71
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	10	220-55110-342	150.75
Total 70514:								213.46
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	38	220-55110-218	10.54
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	39	220-55110-218	59.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	40	220-55110-226	749.95
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	41	220-55110-310	70.92
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	42	220-55110-321	277.73
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	43	220-55110-321	302.75
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	44	220-55110-321	26.93
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	45	220-55110-322	75.80
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	46	220-55110-326	18.50
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	47	220-55110-350	151.55
Total 70520:								1,743.68
11/11	11/17/2011	70622	3311	AUDIOGO	434462	1	220-55110-326	359.81
Total 70622:								359.81
11/11	11/17/2011	70624	286	DEMCO INC	4401779	1	220-55110-310	63.54
Total 70624:								63.54
11/11	11/17/2011	70626	6143	FINDAWAY WORLD LLC	60429	1	220-55110-326	221.34
11/11	11/17/2011	70626	6143	FINDAWAY WORLD LLC	60429	2	220-55110-327	86.17
Total 70626:								307.51
11/11	11/17/2011	70627	1402	FRIENDS OF THE CCBC INC	1402 111720	1	220-55110-320	20.00
Total 70627:								20.00
11/11	11/17/2011	70629	1920	GMA PRINTING INC	R039090	1	220-55110-310	153.15
Total 70629:								153.15
11/11	11/17/2011	70630	92	HIGHSMITH CO INC	4410843	1	220-55110-310	309.91

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account:	Invoice Amount
Total 70630:								309.91
11/11	11/17/2011	70633	1860	LUNSFORD, STACEY	1880 11-17-2	1	220-55110-330	92.07
Total 70633:								92.07
11/11	11/17/2011	70634	4591	MORGAN BIRGE & ASSOCIATE	MC0038758	1	220-55110-225	89.00
Total 70634:								89.00
11/11	11/17/2011	70637	6048	OFFICE COPYING EQUIPMENT	C250874	1	220-55110-242	108.29
Total 70637:								108.29
11/11	11/17/2011	70638	1840	OMNIGRAPHICS	106803-1432	1	220-55110-321	81.85
Total 70638:								81.85
11/11	11/17/2011	70639	445	QUILL CORPORATION	7880959	1	220-55110-310	136.22
Total 70639:								136.22
11/11	11/17/2011	70640	3728	RACO INDUSTRIES LLC	IN352676	1	220-55110-310	82.51
Total 70640:								82.51
11/11	11/17/2011	70641	1843	RECORDED BOOKS LLC	74434320	1	220-55110-326	35.00
11/11	11/17/2011	70641	1843	RECORDED BOOKS LLC	74435433	1	220-55110-326	246.60
11/11	11/17/2011	70641	1843	RECORDED BOOKS LLC	74437975	1	220-55110-326	35.00
Total 70641:								318.80
11/11	11/17/2011	70643	4386	SIRSIDYNIX	INVIS020148	1	220-55110-310	364.50
Total 70643:								364.50
11/11	11/17/2011	70645	4475	TECHNOLOGY ASSURANCE C	1172	1	220-55110-510	709.00
11/11	11/17/2011	70645	4475	TECHNOLOGY ASSURANCE C	1609	1	220-55110-218	1,200.00
Total 70645:								1,909.00
11/11	11/17/2011	70646	4630	UNIQUE MANAGEMENT SVC IN	215763	1	220-55110-319	44.75
Total 70646:								44.75
Total 220:								14,882.48
280								
11/11	11/23/2011	70851	3907	ASSOCIATED BANK	BANK TRAN	4	280-11300	125,000.00
Total 70851:								125,000.00
Total 280:								125,000.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
300								
11/11	11/28/2011	70668	222	FIRST CITIZENS STATE BANK	12/2011 DEB	1	300-58000-667	160,000.00
11/11	11/28/2011	70668	222	FIRST CITIZENS STATE BANK	12/2011 DEB	2	300-58000-667	10,925.00
Total 70668:								170,925.00
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	1	300-58000-669	35,000.00
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	1	300-58000-669	35,000.00- V
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	2	300-58000-669	2,637.50
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	2	300-58000-669	2,637.50- V
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	3	300-58000-669	185,000.00
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	3	300-58000-669	185,000.00- V
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	4	300-58000-669	9,285.00
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	4	300-58000-669	9,285.00- V
Total 70670:								.00
11/11	11/28/2011	70671	222	FIRST CITIZENS STATE BANK	12/11 DEBT	1	300-58000-669	35,000.00
11/11	11/28/2011	70671	222	FIRST CITIZENS STATE BANK	12/11 DEBT	2	300-58000-669	2,637.50
Total 70671:								37,637.50
11/11	11/29/2011	70672	222	FIRST CITIZENS STATE BANK	12/2011 DEB	1	300-58000-667	160,000.00
Total 70672:								160,000.00
Total 300:								368,562.50
440								
11/11	11/03/2011	70479	1699	AIR FLOW INC	921406	1	440-57663-848	380.00
Total 70479:								380.00
11/11	11/03/2011	70490	5549	EPPSTEIN UHEN ARCHITECTS	58341	1	440-57663-839	160.00
11/11	11/03/2011	70490	5549	EPPSTEIN UHEN ARCHITECTS	58344	1	440-57663-848	1,600.00
Total 70490:								1,760.00
11/11	11/03/2011	70497	6318	MASTERS BUILDING SOLUTION	B111137-02	1	440-57663-848	11,200.00
Total 70497:								11,200.00
11/11	11/03/2011	70501	5887	NORTH AMERICAN MECHANIC	#14 LAB	1	440-57663-848	13,521.40
Total 70501:								13,521.40
11/11	11/03/2011	70509	102	STA-LITE CORP	4729-2	1	440-57663-841	1,165.00
11/11	11/03/2011	70509	102	STA-LITE CORP	4733-2	1	440-57663-841	409.00
Total 70509:								1,574.00
11/11	11/10/2011	70524	5948	FERGUSON ENTERPRISES #10	1163110	1	440-57663-848	3,093.55
Total 70524:								3,093.55
11/11	11/23/2011	70656	3916	DOWNTOWN WHITEWATER IN	3916-112311	2	440-57663-720	12,500.00

GL Period	Check Issue Date	Check Number	Vencor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
Total 70666:								12,500.00
11/11	11/28/2011	70671	222	FIRST CITIZENS STATE BANK	12/11 DEBT	3	440-57663-610	185,000.00
11/11	11/28/2011	70671	222	FIRST CITIZENS STATE BANK	12/11 DEBT	4	440-57663-820	9,285.00
Total 70671:								194,285.00
Total 440:								238,313.95
450								
11/11	11/10/2011	70523	6333	E&N HUGHES CO INC	1-407-067	1	450-57500-855	201,011.96
Total 70523:								201,011.96
11/11	11/23/2011	70651	3007	ASSOCIATED BANK	BANK TRAN	3	450-11300	175,000.00
Total 70651:								175,000.00
Total 450:								376,011.96
459								
11/11	11/01/2011	70477	43	PETTY CASH	43-11/1/11	3	459-48600-57	12.40
Total 70477:								12.40
Total 459:								12.40
491								
11/11	11/17/2011	70631	60	HOME LUMBER CO	60-111711	4	491-57500-820	374.49
Total 70631:								374.49
Total 491:								374.49
610								
11/11	11/03/2011	70487	21	CARQUEST AUTO PARTS	21-11311	4	610-61933-340	20.91
Total 70487:								20.91
11/11	11/03/2011	70488	4854	DEKEMPER, CONNIE	10/23-10/26/	2	610-61923-210	61.63
Total 70488:								61.63
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	11	610-61620-350	75.00
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	12	610-61935-350	24.06
Total 70514:								99.06
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	48	610-61927-154	220.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	49	610-61927-154	220.03
Total 70520:								440.03
11/11	11/10/2011	70534	5356	VERIZON WIRELESS	2648899328	20	610-61921-310	10.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
Total 70534:								10.99
11/11	11/10/2011	70535	25	WE ENERGIES	25-111011	9	610-61620-220	11,459.98
Total 70535:								11,459.98
11/11	11/10/2011	70536	24	WINCHESTER HARDWARE INC	24-111011	5	610-61630-340	9.50
11/11	11/10/2011	70536	24	WINCHESTER HARDWARE INC	24-111011	6	610-61650-350	4.19
11/11	11/10/2011	70536	24	WINCHESTER HARDWARE INC	24-111011	7	610-61652-350	11.99
11/11	11/10/2011	70536	24	WINCHESTER HARDWARE INC	24-111011	8	610-61653-350	5.54
11/11	11/10/2011	70536	24	WINCHESTER HARDWARE INC	24-111011	9	610-61935-350	71.41
Total 70536:								102.63
11/11	11/23/2011	70685	746	WALWORTH COUNTY	2011 CLEAN	2	610-61923-210	750.00
Total 70685:								750.00
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	5	610-61950-610	60,710.08
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	5	610-61950-610	60,710.08- V
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	6	610-61950-610	3,607.19
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	6	610-61950-610	3,607.19- V
Total 70670:								.00
11/11	11/28/2011	70671	222	FIRST CITIZENS STATE BANK	12/11 DEBT	5	610-61950-610	3,607.19
11/11	11/28/2011	70671	222	FIRST CITIZENS STATE BANK	12/11 DEBT	6	610-61950-610	60,710.06
Total 70671:								64,317.25
Total 610:								77,262.48
620								
11/11	11/03/2011	70488	4654	DEKEMPER, CONNIE	10/23-10/26/	3	620-62820-219	61.62
Total 70488:								61.62
11/11	11/03/2011	70514	1607	WALMART COMMUNITY	1507-110311	13	620-62850-357	12.47
Total 70514:								12.47
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	50	620-62820-154	267.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	51	620-62820-154	368.00
11/11	11/03/2011	70520	1312	CARDMEMBER SERVICE	1312-110311	52	620-62830-355	45.31
Total 70520:								680.31
11/11	11/10/2011	70525	6276	JOHN DEERE FINANCIAL	53323	1	620-62840-357	49.00
11/11	11/10/2011	70525	6276	JOHN DEERE FINANCIAL	53368	1	620-62840-351	35.00
Total 70525:								84.00
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	14	620-62820-225	1.70

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
Total 70534:								1.70
11/11	11/10/2011	70536	24	WINCHESTER HARDWARE INC	24-111011	10	620-62840-340	23.98
Total 70536:								23.98
11/11	11/10/2011	70537	5649	WPELRA	FRONTLINE	3	620-62820-154	85.00
Total 70537:								85.00
11/11	11/17/2011	70623	21	CARQUEST AUTO PARTS	21-111711	3	620-62890-357	16.99
Total 70623:								16.99
11/11	11/17/2011	70650	6166	ZAHN, TRAVIS	6166 11-17-2	1	620-62890-357	90.00
Total 70650:								90.00
11/11	11/23/2011	70651	3007	ASSOCIATED BANK	BANK TRAN	2	620-11320	600,000.00
Total 70651:								600,000.00
11/11	11/23/2011	70665	746	WALWORTH COUNTY	2011 CLEAN	1	620-62820-219	750.00
Total 70665:								750.00
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	7	620-62810-610	29,289.94
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	7	620-62810-610	29,289.94- V
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	8	620-62810-610	1,740.31
11/11	11/28/2011	70670	222	FIRST CITIZENS STATE BANK	12/11 DEBT	8	620-62810-610	1,740.31- V
Total 70670:								.00
11/11	11/28/2011	70671	222	FIRST CITIZENS STATE BANK	12/11 DEBT	7	620-62810-610	29,289.94
11/11	11/28/2011	70671	222	FIRST CITIZENS STATE BANK	12/11 DEBT	8	620-62810-610	1,740.31
Total 70671:								31,030.25
Total 620:								632,836.32
900								
11/11	11/10/2011	70534	5368	VERIZON WIRELESS	2648899328	7	900-56500-225	24.25
Total 70534:								24.25
Total 900:								24.25
920								
11/11	11/03/2011	70514	1507	WALMART COMMUNITY	1507-110311	14	920-56500-250	97.96
Total 70514:								97.96
11/11	11/10/2011	70522	6380	AT&T	6380-111011	4	920-56500-225	246.93

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
Total 70522:								246.93
11/11	11/23/2011	70655	6222	DIRECT TV INC	1645100041	1	920-56500-226	77.69
Total 70655:								77.69
11/11	11/30/2011	70673	6134	APCO INTERNATIONAL INC	11-29-2011 E	1	920-56500-341	1,899.00
Total 70673:								1,899.00
Total 920:								2,321.58
Grand Totals:								2,937,634.82

Report Criteria:

Report type: GL detail

Check, Check number = 70477-70537,70620-70673



* R-1

MEMORANDUM

TO: City Manager & Common Council
FROM: Cameron Clapper
SUBJECT: Proposed 2012 Salary Resolution Amendment #1
DATE: 12/15/2011

Attached is the first amendment to the 2012 Salary Resolution. The following modifications have been made with an effective date of January 1, 2012 unless otherwise noted:

Schedule II:

The position of GIS Technician was added to the schedule at pay grade C.

Schedule V:

The position of Engineering Technician (pay grade E) has been eliminated.

Schedule VII:

EMT On-Call pay has been reduced to \$1.00 per hour for EMTs assigned to both truck #1 and truck #2.

Schedule VIII:

The position of Zoning/GIS Technician has been eliminated.

**CITY OF WHITEWATER
2012 SALARY RESOLUTION
AMENDMENT #1**

WHEREAS, the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, sets forth the wage and salary schedule for employees for 2012, in which wages are established.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that the following ranges and numbers of employees in the 2012 Wage and Salary Schedule are hereby adopted pursuant to Wisconsin Statutes; and

BE IT FURTHER RESOLVED that the contents of this resolution shall supersede such previously adopted schedules where the subject matter between the two shall be in conflict, and the changes contained herein shall be effective beginning January 1, 2012.

**SCHEDULE I
ADMINISTRATIVE POSITIONS**

Position	# of Positions	Effective	Salary
City Manager	1	07/01/2011	100,630.51
Chief of Police	1	09/27/2011	87,000.00
Municipal Judge	1	05/01/2011	19,575.76
City Attorney	1	07/01/2011	52,531.25

**SCHEDULE II
PROFESSIONAL AND TECHNICAL EMPLOYEE PAY PLAN**

Pay Grade	# of Positions	Classification Titles	Pay Grade	# of Positions	Classification Titles
A*	3/4	Senior Coordinator (Part-time)	F	1	City Clerk
	2	Administrative Assistant II - Records Technician	G	1	Neighborhood Services Manager
	2	Administrative Assistant II - General Admin	H		
	1	Administrative Assistant II - Utilities (Part-time)	I	1	Assistant to City Manager
B*	1	Accounting Technician II - Payroll & Accounts Payable		1	Chief Information Officer
	1	Accounting Technician II - Utilities		1	Water Superintendent
	1	Administrative Assistant I - Neighborhood Services	J	1	Streets, Parks & Forestry Superintendent
	1	Clerk of Courts		1	Parks & Recreation Director
C	1	GIS Technician		1	Wastewater Treatment Plant Superintendent
D	1	Finance Support Services Manager	K	1	Lieutenant - Field Services
	1	Support Services Manager	L	1	Captain
E	1	Community TV/Media Services Manager		1	Finance Director
	1	CDA Coordinator		1	Public Works Director
	1	Recreation & Community Events Programmer			

*Non-Exempt Positions

SCHEDULE II
PROFESSIONAL AND TECHNICAL EMPLOYEE PAY PLAN

Pay Grade		1	2	3	4	5
A*	Hourly Wage 2080 Hours	14.93 31,053.11	15.39 32,014.65	16.05 33,391.38	16.73 34,789.98	17.39 36,166.72
B*	Hourly Wage 2080 Hours	16.00 33,282.12	16.73 34,789.98	17.45 36,297.83	18.18 37,805.69	18.90 39,313.55
C	Salary	36,160.57	37,803.46	39,446.58	41,091.17	42,734.30
D	Salary	39,051.73	40,827.38	42,600.54	44,375.93	46,153.07
E	Salary	42,859.15	44,806.88	46,754.34	48,703.30	50,651.99
F	Salary	46,209.18	48,309.44	50,408.71	52,510.46	54,609.49
G	Salary	49,558.97	51,812.27	54,064.33	56,314.90	58,568.21
H	Salary	52,908.99	55,312.62	57,718.71	60,120.85	62,528.42
I	Salary	56,257.80	58,815.44	61,371.61	63,928.27	66,485.91
J	Salary	59,606.35	62,315.55	65,026.23	67,734.20	70,444.64
K	Salary	62,957.62	65,818.36	68,680.61	71,540.13	74,402.36
L	Salary	66,306.42	69,319.96	72,334.99	75,347.55	78,363.57

*Non-Exempt Positions

**SCHEDULE III
LIBRARY POSITIONS**

Pay Grade	# of Positions	Classification Titles	Step				
			1	2	3	4	5
A1	3	Library Aide*	11.91	12.44	13.00	13.00	13.00
A2	5	Library Assistants*	12.94	13.53	14.13	14.71	15.30
A3	3	Library Technical Assistants*	14.71	15.39	16.05	16.73	17.39
	3	Library Associates*					
A4	1	Youth Service Librarian	36,160.57	37,803.70	39,446.58	41,091.17	42,734.30
A5	1	Assistant Library Director	46,209.18	48,309.44	50,408.71	52,505.71	54,609.49
A6	1	Library Director	59,606.35	62,315.55	65,026.23	67,734.20	70,444.64

*Non-Exempt Positions

**SCHEDULE IV
WHITEWATER POLICE DISPATCH UNION**

Position	# of Positions	Effective Date	Step			
			1	2	3	4
Records Communications Coordinator	1	01/01/2011	18.64	19.63	20.65	20.89
<i>Per 2,080 Hours</i>			38,781.29	40,826.95	42,958.73	43,454.00
Dispatch / Records Communications Aide	7	01/01/2011	16.77	17.64	18.57	18.76
<i>6 @ Per 1947 Hours</i>			32,653.23	34,346.37	36,160.43	36,523.25
<i>1 @ Per 976 Hours</i>			16,368.54	17,217.28	18,126.65	18,308.52
Parking/Community Support	1	01/01/2011	15.22	16.03	16.87	17.04
<i>Per 1872 Hours</i>			28,488.42	30,000.05	31,589.20	31,899.28

**SCHEDULE V
AFSCME UNION**

Pay Grade	Classification Title	Step					
		1 0-11 mos.	2 12-23 mos.	3 24-35 mos.	4 36-47 mos.	5 48-59 mos.	6 60+ mos.
A	Chemist Assistant	12.58	13.20	13.82	13.82	13.82	13.82
B	Custodian/Groundskeeper <i>Per 2,080 Hours</i>	14.96 31,118.67	15.53 32,298.73	16.10 33,478.80	16.64 34,615.15	17.20 35,773.36	17.76 36,931.57
C	Laborer II <i>Per 2,080 Hours</i>	17.48 36,363.39	18.05 37,543.45	18.61 38,701.66	19.16 39,859.87	19.73 41,039.93	20.28 42,176.29
D	Building Maintenance <i>Per 2,080 Hours</i>	19.57 40,712.14	20.14 41,892.20	20.68 43,006.70	21.26 44,230.47	21.81 45,366.83	22.38 46,546.89
E	Laborer I Laborer I - Mechanic Code Enforcement/Building Maintenance Water Operator - no certification (1) Wastewater Operator - no certification (1) Wastewater Operator - Lab Technician no certification (1) <i>Per 2,080 Hours</i>	21.90 45,541.65	22.39 46,568.74	22.87 47,573.98	23.37 48,601.07	23.85 49,606.31	24.35 50,655.25

(1) Additional twenty cents (\$.20) per hour upon completion and receipt of Grade I certification and one (1) subgrade

Grade F: Successful completion of Grade II and all Grade II subgrades required by Wisconsin Administrative Code for the City of Whitewater Wastewater Utility.

Wastewater Operator \$25.12 52,250.52

Grade G: Successful completion of Grade IV and all Grade IV subgrades required by Wisconsin Administrative Code for the City of Whitewater Wastewater Utility.

Wastewater Operator \$25.38 52,796.85

**SCHEDULE VI
WHITEWATER PROFESSIONAL POLICE ASSOCIATION UNION**

Position	# of Positions	Effective Date	Hourly Wage	Per 2,080 Hours *Patrol (2,008 Hours)
Sergeant*	3	01/01/2011	30.10	60,460.88
Detective Sergeant	1	01/01/2011	30.10	62,608.80
Detective	2	01/01/2011	28.78	59,862.40
Juvenile Officer	1	01/01/2011	28.78	59,862.40
Patrol Officer I*	14	01/01/2011	27.54	55,300.32
Patrol Officer II*		01/01/2011	24.96	50,119.68
Patrol Officer III*		01/01/2011	23.54	47,268.32

**SCHEDULE VII
FIRE-RESCUE**

Position	# of Positions (Part-time)	Wage
Fire-Inspector	6	\$11.00 per hour
Volunteer Fire	48	\$8.00 per call
Rescue Squad Captain	1	\$10.00 per call
Rescue Squad Lieutenant	4	\$9.00 per call
Rescue Squad Maintenance	1	\$100.00 per month
EMT Driver		\$16.00 per hour
EMT Basic		\$17.50 per hour
EMT Intermediate		\$20.00 per hour
EMT On-Call Pay (Truck #1)		\$1.00 per hour
EMT On-Call Pay (Truck #2)		\$1.00 per hour
Fire Chief	1	\$15.00 per call
1st Asst. Fire Chief	1	\$13.00 per call
2nd Asst. Fire Chief	1	\$11.00 per call
Fire Vehicle Maintenance	5	\$50.00 per month

**SCHEDULE VIII
PART-TIME EMPLOYEES**

Position	# of Positions	Effective Date	Hourly Wage
Community Service Officer	2	01/01/2009	\$10.54
Neighborhood Services Officer	1	01/01/2009	\$10.54

**SCHEDULE IX
PART-TIME SEASONAL EMPLOYEES**

Position	Step				
	1	2	3	4	5
Election Officials	8.00	8.00	8.00	8.00	8.00
Crossing Guards	10.96	10.96	10.96	10.96	10.96
Cable TV Camera Operator	7.25	7.50	8.00	8.75	9.75
Adult Sport Officials	10.00	11.00	12.00	13.00	15.00
Activity Leaders	9.25	9.50	10.00	10.50	11.50
Program Attendants	7.25	7.50	7.75	8.00	8.25
Certified Instructors	10.00	11.00	12.00	13.00	15.00
Activity Instructors	7.75	8.00	8.25	8.50	8.75
Youth Sport Officials	20.00	21.00	22.00	24.00	25.00
Seasonal Labor	7.25	7.50	8.00	8.75	9.75

Resolution introduced by Councilmember _____, who moved its adoption. Seconded by Councilmember _____.

AYES:

NOES:

ABSENT:

ADOPTED:

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

**MEMORANDUM**

TO: Common Council
FROM: Kevin Brunner, Cameron Clapper, and Doug Saubert
SUBJECT: Municipal Liability Insurance Selection & Recommendation
DATE: 12/15/2011

In an effort to reduce cost while maintaining service levels, the City recently solicited proposals for municipal liability, automotive, and workers compensation insurance. After careful review of the proposals, our staff team requests the approval of the included resolution authorizing membership in Cities and Villages Municipal Insurance Company (CVMIC) for the City of Whitewater.

The RFP Process

Staff solicited proposals from select firms on November 3, 2011. The deadline for submitting proposals was November 22, 2011. We received proposals from the four firms listed below.

1. Binning & Dickens Insurance (later withdrawn, unable to obtain coverage as specified)
2. Cities and Villages Municipal Insurance Company (CVMIC)
3. League of Wisconsin Municipalities Mutual Insurance (LWMMI)
4. M3 Insurance Solutions, Inc.

In early December, staff, including the City Manager, Finance Director, and Assistant to the City Manager, interviewed representatives from each firm. During the interview process, Binning & Dickens withdrew during the interview process as they were unable to obtain all coverages as specified in the RFP. After careful review and consideration, we recommend CVMIC for municipal insurance services in 2012. Our staff team is recommending CVMIC due to their progressive loss control program and the potential cost savings both in the short and long-term.

Cities and Villages Mutual Insurance Company (CVMIC)

CVMIC is owned and operated by 44 Wisconsin cities and villages. CVMIC differentiates itself from other firms in that insurance is just one component of a much broader risk management program. CVMIC is proactive in its approach to loss control by

1. working directly with staff to perform a risk assessment and develop an individualized work plan that targets our specific needs in terms of safety and risk management. The work plan will be updated annually;
2. providing staff with assistance in developing and maintaining appropriate policies, procedures, programs and resource materials to address the needs identified and targeted in our work plan;
3. providing training programs both regionally and on-site; and
4. initiating regular follow-up on staff's progress through on-site visits (10 times per year).

Self-Insured Retention

As a member of CVMIC, the City of Whitewater would be required to keep a self-insured retention (SIR) fund to pay up to \$25,000 per claim for liability claims. Based on annual losses from 2003-2010, the City's average annual loss did not exceed \$15,700. Unlike a deductible/premium plan, we do not have to spend any of the SIR if we do not have a claim. Based on their current proposal, CVMIC would provide the City with up to \$9,975,000 in coverage beyond our SIR per occurrence for liability claims. In total, the City would have coverage of up to \$10,000,000 in coverage per claim. This SIR is not required for workers compensation claims.

No-Fault Sewer Liability Coverage

The City of Whitewater has provided residents with no-fault sewer back-up coverage for several years. CVMIC, however, does not provide no-fault sewer back-up insurance for its members. The provision of no-fault sewer back-up coverage is rare among Wisconsin municipalities and non-existent for other CVMIC member communities. In fact, the risk of loss to any one community in this area is very small. In the past 7 years the City's insurance policy has covered six claims with a total cost of \$20,140. The City, however, has paid well over that amount in premiums for the coverage.

In addition, it is important to note that an individual taxpayer has the opportunity to purchase this coverage as part of their homeowners or renters insurance. Rates are generally between \$35 and \$50 dollars annually depending on the deductible and limits desired by the individual homeowner. This coverage is also available to any business that thinks it has a risk of loss due to a sewer back-up.

If the Common Council wishes to provide no-fault sewer back-up coverage, we recommend establishing a fund within the utility for use in addressing claims.

HR Benefits

In addition to the benefits mentioned above, the City would also benefit from CVMIC's support for HR related duties. Beginning in 2012, CVMIC will be providing members with software that will standardize the application process for future recruitments with an online application system. This system will save staff a significant amount of time in the receipt and processing of employment applications. Receiving and tracking applications, reviewing to identify qualified candidates, notifying applicants of their status in the process are together the most time consuming part of the hiring process. This software will streamline this work and eliminate the paper shuffling currently required. It will also eliminate the need for vast amounts of paper storage for recruitment files and paper applications. This service will be in addition to CVMIC's existing library of HR resources and training courses.

By shifting from an insurance based to a loss-control based approach to managing our risks, and joining CVMIC, the City could see an immediate savings of more than \$50,000 annually in an average claim year. As the City improves the level of safety in municipal operations, the estimated savings could increase.

A copy of the proposed resolution accompanies this memo. An information booklet and a cost comparison between our current carrier and CVMIC are also included.

**RESOLUTION AUTHORIZING MEMBERSHIP IN THE CITIES
AND VILLAGES MUTUAL INSURANCE COMPANY**

WHEREAS, Section 66.18 of the Wisconsin Statutes authorizes municipalities to participate in and pay the cost of risk management services and liability insurance through participation in a municipal insurance mutual organized under Section 611.23 of the Wisconsin Statutes; and,

WHEREAS, in 1987 twenty-five Wisconsin cities and villages found the Wisconsin Municipal Insurance Commission, an intergovernmental cooperation commission pursuant to Section 66.30 of the Wisconsin Statutes ("WMIC"), to design and capitalize a municipal insurance mutual under Sections 66.18 and 611.23; and

WHEREAS, WMIC created a municipal insurance mutual and obtained its incorporation as Cities and Villages Mutual Insurance Company ("CVMIC") by the Wisconsin Commissioner of Insurance; and

WHEREAS, since 1987 CVMIC has grown to forty-four member municipalities and has developed a wide range of risk management, loss control and insurance joint purchase services; and

WHEREAS, it is the finding and determination of this City Council that it is in the best interest of the City of Whitewater (the "City") to meet its liability insurance needs through cooperative efforts with other cities and villages by becoming a member of CVMIC.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City that:

1. **Participation.** The City will take the necessary actions to become a member of CVMIC and the City may participate in joint purchases of risk management, loss control and insurance services offered by WMIC.
2. **CVMIC Program Agreement.** The City Manager is hereby authorized to enter into the Liability Insurance Coverage Program Agreement dated as of November 1, 1987, as amended, attached hereto as Exhibit A.
3. **CVMIC Articles and By-laws.** The Articles of Incorporation and By-laws of CVMIC, attached hereto as Exhibits B and C respectively are hereby accepted and approved.
4. **Coverage; Premium; and Joint Purchases.** The insurance coverage to be provided to the City by CVMIC and the premium to be paid by the City to CVMIC are set forth in the coverage document (the "Policy"), as may be amended from time to time, attached hereto as Exhibit D. The Policy and premium are hereby approved.
5. **Designated Representative.** City Manager Kevin M. Brunner is hereby designated as the City's representative to CVMIC; he is authorized to act on behalf of the City at meetings of representatives where CVMIC conducts its affairs; and in so doing, he is acting in an official capacity and/or within the scope of his employment.

6. **Conflicting Resolutions.** All prior resolutions, rules or other actions of the City or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict.

7. **Severability.** In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof.

Resolution introduced by Councilmember _____, who moved its adoption. Seconded by Councilmember _____.

AYES:

NOES:

ABSENT:

ADOPTED:

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

Cities & Villages Mutual Insurance Company Insurance Indication Premium Summary Quote-City of Whitewater

Coverage	Quote Details-refer to	CVMIC Program	
CVMIC Liability Insurance Program (1) (2) (3)	Tab 03		47,665
General Liability		Incl	(5M @ \$25,000 SIR)
Auto Liability		Incl	(5M @ \$25,000 SIR)
Public Officials Liability		Incl	(5M @ \$25,000 SIR)
Police Professional Liability		Incl	(5M @ \$25,000 SIR)
Umbrella		Incl	(5M @ \$25,000 SIR)
Total			47,665
UM/ULM (4)			
Medical (5)			
Risk Management & Loss Control Services	Tab 02b & Tab 14	10 visits	Estimate - refer below for details.
CVMIC Workers Compensation Coverage	Tab 04	123,621	(WC-Stat &EL -100/500/100)
CVMIC Group Purchase Program			
Auto Physical Damage	Tab 05	20,853	(\$1000 deductible)
Comprehensive			
Collision			
Excess Liability Program	Tab 06	2,320	(5M x 5M)
Employment Practice Liab. Ins. (3)	Tab 07	4,699	(1M @ \$25,000 Deductible)
Commercial Crime - Forgery	Tab 08		\$500,000 Faithful Performance Policy Limits-\$5,000
Pub Officials Bond		1,380	Deductible
Boiler & Machinery Coverage	Tab 09	2,579	\$2,500 Deductible
		\$ 203,116	
Average Liability Losses with In SIR -2003 thru 2010		15,697	
Claims Cost		1,575	
Average Cost including Losses within the SIR		\$ 220,389	
Potential Dividend (8)		12,362	
Average Cost after Dividend		\$ 208,027	

Notes:

1. Limits quoted Includes coverage to \$10,000,000 excess of the quoted Self Insured Retention.
2. \$10,000,000 Limit Includes coverage for both Public Officials Liability and Law Enforcement Liability
3. All CVMIC coverages are quoted on a occurrence basis except for EPLI.
The only claims made coverage offered by CVMIC is the group purchase program for Employment Practice Liability Insurance (EPLI) written with RSUI Insurance Company.
4. Uninsured Motorist Coverage written with limits of \$25,000 per accident on a first dollar basis. This coverage excludes employee. No Underinsured Motorist Coverage quoted.
5. No Medical Coverage included in quote.
6. Quotes for all group purchase programs are based on rates used for 2011. We will require the completion of an application for the crime quote, but cost will be no more than what is being quoted.
7. Program excludes all pollution claims and sewer back up claims.
8. CVMIC currently is paying Liability, WC & APD dividends. These dividends are paid based on experience of the group and must be declared and approved by the Board of Directors.

Loss Control & Risk Management Services - It is our commitment to provide your community with the best and most comprehensive risk management and loss control services available. The cost of this service has been included in the cost of our quotes. Services actually provided will be based on needs of your community. The average number of visits provided to each member since 2001 is over 10 annually. CVMIC's risk management and loss control efforts are provided in part through the following types of services:

- Provides access to risk management consulting resources.
- Offers a comprehensive risk assessment process.
- Develops an extensive training calendar that offers a wide variety of regional and on-site specific training programs.
- Facilitates meetings with elected, administrative, supervisory and field personnel to evaluate member safety and loss control programs.
- Provides member assistance in the development and implementation of safety programs and regulatory compliance activities.
- Conducts facility and park inspections and provides comprehensive follow up reports.
- Provides issue-specific risk management resource information for members.
- Offers on-site consulting services designed to raise member awareness regarding safety, loss control and risk management issues.
- Provides videos, resource documents, model policies, safety awareness material and other information to support member efforts to improve safety, loss control and risk management practices.
- Facilitates the cooperative development and annual review of member-specific work plans.
- Coordinates and facilitates focus groups to obtain issue specific information from members regarding service needs, training needs and other issues.
- Offers a comprehensive and secured web site.

EXHIBIT A

As Amended at the July 1993 Summer Meeting

LIABILITY INSURANCE COVERAGE PROGRAM

AGREEMENT

Dated as of November 1, 1987

by and between

THE CITIES AND VILLAGES MUTUAL INSURANCE COMPANY

and

The Member Municipalities

LIABILITY INSURANCE COVERAGE PROGRAM AGREEMENT

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LIABILITY INSURANCE COVERAGE PROGRAM AGREEMENT

THIS LIABILITY INSURANCE COVERAGE PROGRAM AGREEMENT, dated as of November 1, 1987, by and between THE CITIES AND VILLAGES MUTUAL INSURANCE COMPANY, a mutual insurance company duly organized and existing under the laws of the State of Wisconsin (the "Mutual"), and the undersigned Municipal corporations duly organized and existing under the Constitution and laws of said State (the "Member Municipalities");

W I T N E S S E T H

WHEREAS, Section 66.18 of the Wisconsin Statutes authorizes municipalities to participate in and pay the cost of risk management services and liability insurance through a municipal insurance mutual organized under Section 611.23 of the Wisconsin Statutes; and

WHEREAS, the Member Municipalities created an inter-governmental cooperation commission under Section 66.30 of the Wisconsin Statutes (the "Commission") for the purpose of establishing the Mutual and funding its permanent surplus and reserves; and

WHEREAS, the Commission determined it to be in the best interests of the Member Municipalities to create the Mutual for the purposes of:

- (a) sharing some portion, or all, of their losses;
- (b) jointly purchasing insurance;
- (c) developing effective risk management programs to reduce the amount and frequency of their losses; and
- (d) jointly purchasing administrative and other services when related to any of the other purposes; and

WHEREAS, the Mutual has been duly formed and has received all necessary approvals from the Insurance Commissioner of the State of Wisconsin; and

WHEREAS, the Commission and the Mutual, in consultation with independent professional insurance consultants, have formulated the Liability Insurance Coverage Program to provide the following advantages, among others, to the Member Municipalities:

- (a) immediate funding of a claims payment fund (the "Claims Payment Fund") through an initial deposit from the proceeds of the sale of revenue bonds sold by the Commission and contributed to the Mutual for the dual purpose of providing immediate protection from large claims loss and facilitating access to the commercial reinsurance market;
- (b) spreading and moderating the cost of liability losses by payment of mutually agreed annual premium on both a prospective and a retrospective basis;
- (c) relief from the burden of paying premiums to commercial insurers at levels reflecting the insurers' high costs of underwriting, administration and brokerage fees;

(d) relief from commercial insurers' rights under excess liability policies to force claim settlements which are payable primarily in each case from a municipality's self-insurance funds;

(e) access to the commercial reinsurance market when commercial reinsurance is available at rates deemed favorable by the Mutual; and

(f) premium payments calculated to provide amounts necessary to maintain the Claims Payment Fund at an actuarially determined level and therefore sufficient to reserve against the incurred losses of the Member Municipalities; and

WHEREAS, the governing body of each Member Municipality has authorized the execution of this Agreement for the purpose of providing Coverage for the benefit of its residents and taxpayers and for the health and safety of the public.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

"Actuary" means an actuarial firm with at least one employee who is both a Fellow of the Casualty Actuarial Society and a Member of the American Academy of Actuaries.

"Administrative Premiums" means with respect to each Member Municipality, such Member Municipality's portion of all administrative costs of the Mutual as determined pursuant to Section 4.4 of this Agreement.

"Agreements" means this Liability Insurance Coverage Program Agreement, dated as of November 1, 1987, by and between the Mutual, and the Member Municipalities.

"Allocable Share" means each Member Municipality's ownership percentage of the Mutual calculated as follows:

- (i) with respect to Bond proceeds and assets attributable to Bond proceeds, the amount of the Underlying Obligation delivered by the Member Municipality in proportion to the aggregate amount of Underlying Obligations delivered by all Member Municipalities; and,
- (ii) with respect to assets other than the Bond proceeds and assets attributable to Bond proceeds, the aggregate amount of Premium paid by the Member Municipality (reduced by 15% of aggregate incurred claims both paid and reserved, covered by the Policy for the Member Municipality) plus the aggregate self-insured retention maintained by the Member Municipality in proportion to aggregate Premiums and self-insured retentions

of all Member Municipalities. In making this calculation, Premiums shall be weighted 70% and self-insured retentions 30%.

“Articles” means the Articles of Incorporation of the Mutual.

“Bonds” means revenue bonds or other obligations of the Commission (including refunding obligations) issued from time to time to fund or maintain the permanent surplus and reserves of the Mutual.

“Bylaws” means the Bylaws of the Mutual.

“Case Reserves” means amounts in, or to be deposited in, the Claims Payment Fund which are designated as reserves for the payment of specific Claims.

“Claim(s)” means a demand, action or suit against a Member Municipality to recover for losses or damages within or alleged to be within the scope of Coverage set forth in the Policy.

“Claims Payment Fund” means the fund designated by the Mutual to hold amounts paid for the establishment of reserves and payment of Settlements.

“Consultant” means a consultant of national reputation in the area of municipal liability insurance.

“Contribution(s)” means, with respect to any Member Municipality, the sum of all amounts deposited into the Claims Payment Fund to fund permanent surplus and Minimum Permanent Surplus by or on behalf of such Member Municipality.

“Coverage” means the insurance provided pursuant to and in accordance with and on the terms set forth in this Agreement and in the Policy provided to each Member Municipality.

“Fiscal Year” means the period of time from the date of this Agreement to December 31, 1988, and thereafter commencing on January 1 and ending on December 31 of each following year.

“Insurance Commissioner” means the Insurance Commissioner of the State of Wisconsin including the Office of the Insurance Commissioner.

“Intergovernmental Cooperation Agreement” means the agreement dated as of August 20, 1987, entered into by and between the Member Municipalities under and pursuant to Section 66.30 of the Wisconsin Statutes.

“Loss Reserves” means amounts in the Claims Payment Fund which are designated as reserves for payment of Settlements pursuant to Section 3.3 of this Agreement in accordance with prudent insurance practice as determined by the qualified Claims Auditor. In addition, loss reserves are amounts annually designated by the Actuary as amounts required to be reserved for incurred but not reported Claims and for protected loss development.

“Minimum Permanent Surplus” means Ten Million Dollars (\$10,000,000) or such greater amount which the Mutual is required to maintain as determined by the Insurance Commissioner pursuant to Section 611.19 of the Wisconsin Statutes.

“Policy” means the Public Entity Liability Insurance Policy setting forth the liability insurance coverage to be provided by the Mutual to Member Municipalities for any Policy Year. The form of the Policy for the initial Policy Year is attached as Exhibit A.

“Policy Year” means each Fiscal Year or portion thereof for which a Member Municipality has paid its Risk Premium.

“Premium” means Risk Premium, Risk Premium Adjustments and Supplemental Risk Premium Adjustments payable on the Premium Payment Date for any Policy Year.

“Premium Payment Dates” means a date in January specified by the Board of Directors of the Mutual no later than January 30 of each Policy Year.

“Program” means the Liability Insurance Coverage Program, the terms and conditions of which are set forth herein.

“Program Documents” means this Agreement, the Articles, the Bylaws, and all exhibits, and schedules pertaining thereto.

“Qualified Claims Auditor” means an individual or an organization experienced in the handling of public entity liability claims, qualified to do business in the State of Wisconsin, appointed by the Mutual, who shall be independent of any party who regularly administers Claims on behalf of the Mutual.

“Requirements” means the capital and surplus requirements of the Mutual.

“Risk Management Guidelines” means risk management programs, guidelines and policies as adopted by the Mutual from time to time.

“Risk Premium” means, with respect to each Member Municipality, an amount equal to such Member Municipality's Risk Premium Proportion of the total amount necessary to fund estimated Loss Reserves for all Member Municipalities for a Policy Year, as determined according to the methodology set forth in Section 4.5 of this Agreement and, initially, according to the formula set forth in Exhibit B to this Agreement.

“Risk Premium Adjustment” means, with respect to each Member Municipality, an amount paid by such Member Municipality or refunded to such Member Municipality, based on the adjustment to Loss Reserves set forth in the report of the Actuary described in Section 3.3 hereof reflecting events in the preceding Policy Year relating to Claims, as set forth in Section 4.6 of this Agreement.

“Risk Premium Proportion” means the ratio of Risk Premium to be paid by a Member Municipality and the Risk Premium to be paid by all Member Municipalities in each Policy Year, determined as provided in Section 4.5 hereof and, initially, according to the formula set forth in Exhibit B to this Agreement.

“Settlement(s)” means the settlement by the Mutual or a Member Municipality, in accordance with the Policy, of a Claim against such Member Municipality or the adjudication of such Claim without further right of appeal. The amount of any Settlement may include any costs or

expenses deemed appropriate by the Mutual in connection therewith, including defense costs as defined in the Policy.

“State” means the State of Wisconsin.

“Supplemental Risk Premium Adjustment” means with respect to each Member Municipality, Risk Premium Adjustment in excess of one hundred twenty-five percent (125%) of the Total Risk Premium paid by all Member Municipalities with respect to any Policy Year, based on higher than expected upward adjustments to Loss Reserves for claims relating to occurrences in prior Policy Years, spread over a period of one to five years, except as may be limited by Section 4.6(b) hereof and determined according to the method set forth in Section 4.5 to this Agreement.

“Term of the Agreement” means the time during which the Agreement is in effect, as provided in Section 4.1 of this Agreement.

“Total Risk Premium” means the aggregate Premium to be paid by all Member Municipalities for a Policy Year as determined under Section 4.5 hereof.

“Underlying Obligation(s)” means the taxable general obligation notes or bonds delivered by the Member Municipalities to the Commission to pay their proportionate share of the Requirements, the cost of financing the Requirements and of the annual debt service on the Bonds.

“Unencumbered Reserves” means the amount in the Claims Payment Fund in excess of Minimum Permanent Surplus and the total amount that has been designated by the Mutual as Loss Reserves.

The Board of Directors may interpret the definitions set forth in this Section 1.1 and the provisions of this Agreement generally by adopting interpretative rulings. Each such interpretative ruling shall be forwarded to all Member Municipalities in writing within thirty (30) days of its adoption. Interpretative rulings may not be adopted by the Board of Directors between September 30 and December 31 of any Policy Year.

Section 1.2 Exhibits. The following Exhibits are attached to, and by reference made a part of, this Agreement:

Exhibit A: Public Entity Liability Insurance Policy,

Exhibit B: Methodology for Determining Risk Premium.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1 Representations, Warranties and Covenants of the Member Municipalities. By execution of this Agreement, each Member Municipality represents, warrants and covenants to the Mutual as follows:

(a) Due Organization and Existence. The Member Municipality is a municipal corporation and political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Member Municipality to enter into, approve and execute this Agreement, and to undertake the transactions contemplated by and to carry out its obligations under this Agreement. The Member Municipality has duly authorized and executed this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Member Municipality in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally and except as to the limitations on remedies against municipalities generally.

(c) No Violations. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Member Municipality is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(d) Risk Management Guidelines. The Member Municipality covenants to implement and follow the Risk Management Guidelines. The Risk Management Guidelines shall not be amended prior to December 31, 1990 without unanimous consent of the Member Municipalities. After December 31, 1990, the Risk Management Guidelines may be amended by the Mutual, provided however, that each Member Municipality must receive notice of any amendment prior to November 1 of the Policy Year preceding the effective date of the amendment.

Section 2.2 Representations, Warranties and Covenants of the Mutual. By execution of this Agreement, the Mutual represents, warrants and covenants to the Member Municipalities as follows:

(a) Recitals Correct. The recitals to this Agreement are true and correct.

(b) Due Organization and Existence; Enforceability. The Mutual is a municipal mutual insurance company duly organized, existing and in good standing under and by virtue of the laws of the State, has the power to enter into this Agreement; and possesses full power to provide insurance to the Member Municipalities. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Mutual in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Encumbrances. The Mutual will not pledge its funds or its other rights under this Agreement except as provided under the terms of this Agreement.

(d) Equitable Exercise of Responsibilities. The Mutual will exercise all rights and responsibilities hereunder reasonably and equitably for the benefit of all Member Municipalities without preference or discrimination among Member Municipalities.

(e) No Violations. Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of the Articles or Bylaws of the Mutual or any restriction or any agreement or instrument to which the Mutual is now a party or by which the Mutual is bound, or constitutes a default under any of the foregoing.

(f) Covenant to Comply with Insurance Regulations. The Mutual covenants that it will comply with all applicable regulations of the Insurance Commissioner.

(g) Covenant Regarding Investments. The Mutual covenants to hold and invest its Minimum Permanent Surplus, Loss Reserves and Unencumbered Reserves in compliance with: (i) letters of instruction from the Commission with respect to contributions of the proceeds of Bonds; and (ii) applicable Wisconsin Statutes and regulations of the Insurance Commissioner.

ARTICLE III

INSURANCE COVERAGE; PAYMENT OF SETTLEMENTS; LOSS AND CASE RESERVES; PURCHASE OF COMMERCIAL INSURANCE

Section 3.1 Coverage. The Mutual hereby agrees to provide the coverage to each Member Municipality for the Policy Year, and each Member Municipality hereby agrees to accept the Coverage, upon the terms and conditions set forth in this Agreement and the Policy; provided however, that the Mutual may issue endorsements to the Policy during the Policy Year so long as no such endorsement will materially increase the types of exposures included in the Coverage without the consent of all Member Municipalities.

Section 3.2 Payment of Settlements. Payment of Settlements shall be made solely from moneys in the Claims Payment Fund, including Loss Reserves and Unencumbered Reserves. If at any time sufficient moneys are not on deposit in the Claims Payment Fund to pay in full any Settlement, payment shall be paid in part to the extent of available moneys and the Mutual shall promptly give notice of such insufficiency to the Member Municipalities.

Section 3.3 Case Reserves; Loss Reserves. The Mutual shall retain a Qualified Claims Auditor for the purpose of submitting an annual report. Such report shall be submitted on or prior to July 1 of each year commencing July 1, 1989, and shall set forth: (a) the amount of Case Reserves necessary to be established with respect to each Claim arising during the preceding full policy year; and (b) any adjustments (whether upward or downward) necessary to be made in the amount of each Case Reserve previously established pursuant to this Section. In determining the amount of each Case Reserve necessary to be established or adjusted as described above, the Qualified Claims Auditor shall consider such facts and circumstances occurring during the period covered by such report as it, in its independent judgment, deems necessary in accordance with prudent insurance practice. Notwithstanding the foregoing, the Qualified Claims Auditor shall take into account Settlements of Claims in accordance with the criteria set forth in this Section.

The Mutual shall establish or adjust Case Reserves in the Claims Payment Fund annually for each Claim as specified in the report of the Qualified Claims Auditor described above, and additionally from time to time as recommended by the Claims Committee of the Mutual in accordance with prudent insurance practice. Notwithstanding the foregoing, the Claims Committee may not reduce Case Reserves required by the Qualified Claims Auditor's report unless the Qualified Claims Auditor concurs or such reduction is made in accordance with a report of another Qualified Claims Auditor, or in connection with Settlement of Claims. The annual adjustment to Case Reserves resulting from the Qualified Claims Auditor's report shall be made on or before each September 1 upon receipt of such annual report, commencing September 1, 1989.

Risk Premium determined pursuant to Section 4.5 hereof and paid to the Mutual shall be deposited in the Claims Payment Fund and designated as Loss Reserves.

The Mutual shall promptly provide copies of the annual report of the Qualified Claims Auditor to each Member Municipality.

Upon the Settlement of any Claim, and the payment thereof from amounts on deposit in the Claims Payment Fund such amounts shall be deemed reduced in the following order of priority: first, from Case Reserves established to pay such Claim; second, from Loss Reserves other than Case Reserves; third, from Unencumbered Reserves; and fourth, from designated Case Reserves established to pay Settlements of other Claims (pro rata among such other Case Reserves on the basis of the respective amounts of such Case Reserves).

Investment earnings retained in the Claims Payment Fund shall be credited first to replenish designated Loss and Case Reserves that had previously been reduced to pay Settlements of other Claims, and then to Unencumbered Reserves. Amounts designated as Loss Reserves shall not be increased except as provided in this Section.

Section 3.4 Purchase of Commercial Insurance or Reinsurance. The Mutual may provide Coverage, or a portion of Coverage, to each Member Municipality by purchase of liability insurance from a commercial insurer or reinsurer. The Mutual may use Unencumbered Reserves to purchase such commercial insurance or reinsurance provided, however, that the Mutual may use Loss Reserves to purchase such commercial insurance or reinsurance if the policy of commercial insurance or reinsurance to be purchased covers the claim for which such Loss Reserves were established.

In a Policy Year for which the Mutual has purchased commercial insurance or reinsurance on behalf of the Member Municipalities, each Member Municipality shall be obligated to pay a Risk Premium Proportion of the costs of such insurance in lieu of all or a portion of Risk Premium, in addition to Supplemental Risk Premium Adjustments, and Risk Premium Adjustments. The Member Municipalities, in subsequent Policy Years, shall have no obligation to pay and no right to receive Risk Premium Adjustments with respect to a Coverage for which the Mutual has purchased commercial insurance or reinsurance on behalf of the Member Municipalities.

ARTICLE IV

TERM OF AGREEMENT; PREMIUM

Section 4.1 Term of Agreement; Termination of Agreement; Termination of a Member Municipality's Obligations to Pay Premium. The Term of this Agreement shall commence as of November 1, 1987 and shall end on December 31, 1990 if the Mutual files a notice of termination with each Member Municipality prior to November 15, 1990 or all Member Municipalities file a notice of termination with the Mutual prior to November 15, 1990. If such notices of termination are not filed, this Agreement shall automatically renew for one year periods on January 1 of each year, provided however, that either the Mutual or all Member Municipalities may file such a notice of termination on or before November 15 of any year for purposes of terminating this Agreement on the succeeding January 1.

The obligation of each individual Member Municipality to pay Risk Premium under this Agreement will terminate upon the earliest of any of the following events:

(a) withdrawal of the Member Municipality from Coverage pursuant to Section 6.3 hereof; and

(b) expulsion of the Member Municipality from Coverage pursuant to section 6.4 hereof; provided, however, that none of the foregoing shall extinguish: (i) the obligations of the Member Municipality to pay Risk Premium Adjustments and Supplemental Risk Premium Adjustments assessed prior to withdrawal or expulsion with respect to Policy Years during which the Member Municipality received Coverage; or (ii) the obligation of the Member Municipality to pay Risk Premium Adjustments and Supplemental Risk Premium Adjustments determined subsequent to the date of withdrawal or expulsion; or (iii) the right to receive the benefits of such Coverage with respect to Policy Years of the Member Municipality prior to withdrawal or expulsion.

Section 4.2 Budget and Appropriation of Premium Payments. The Mutual covenants to calculate the Premium to be paid by Each Member Municipality for the following Policy Year and provide a preliminary bill no later than October 1 of each year during the term of the Agreement. The Mutual will deliver a final bill no later than January 1. Each Member Municipality covenants to take such action as may be necessary to include Premium payments payable hereunder in its annual budget, and to make the necessary annual appropriations for all such Premium payments.

Section 4.3 Obligation to Pay Premiums.

(a) No Withholding. Notwithstanding any dispute between the Mutual and the Member Municipalities, including a dispute as to the scope or nature of Coverage provided by the Mutual or the availability of amounts in the Claims Payment Fund to pay Claims made against any Member Municipality, or for any other reason (other than the termination of the obligation to pay Premium pursuant to Section 4.1 hereof), each Member Municipality shall appropriate funds sufficient to pay and shall make all Premium payments when due and shall not withhold any Premium payments pending the final resolution of such dispute.

(b) Rate On Overdue Payments. In the event any Member Municipality fails to make any of the payments required in this Article, the payment in default shall continue as an obligation of that Member Municipality until the amount in default shall have been fully paid, and in addition to any remedies available with respect to such default, that Member Municipality agrees to pay the same with interest or penalty thereon, at a rate or rates to be established by the Mutual, from the date such amount was originally payable.

(c) Contingent Obligation. The obligation of Member Municipalities to pay Premium in any Policy Year is contingent upon the ability of the Mutual to pay Settlements within the scope of Coverage.

Section 4.4 Administrative Premium. Each Member Municipality shall pay to the Mutual as Administrative Premium such amounts as shall be required for the payment of the Member Municipality's Risk Premium Proportion of all administrative costs of the Mutual relating to the Coverage, including without limitation taxes or fees of any sort whatsoever payable by the Mutual as a result of its undertaking of the transactions contemplated herein, fees of any Actuary, Qualified Claims Auditor, auditors, accountants, insurance brokers, or attorneys, and all other necessary administrative costs of the Mutual or charges required to be paid by it in order to administer the program described in this Agreement or to defend the Mutual against any actions or suits or sums in connection herewith.

Section 4.5 Risk Premium. Risk Premium shall be calculated in the following manner. With respect to each Policy Year, commencing on or after January 1, 1988, the Mutual shall retain an Actuary to determine and prepare a report to be delivered to the Mutual by the September 1, preceding the beginning of such Policy Year setting forth the total amount of Total Risk Premium Payable for such Coverage Period. The amount required for Loss Reserves determined by the Actuary for the next Policy Year will utilize the report of the Qualified Claims Auditor proposed pursuant to Section 3.3 hereof and include an amount designated to be reserved for incurred but not reported Claims and projected loss development.

Total Risk Premium shall be that amount which the Actuary estimates is required to be deposited into the Claims Payment Fund, at a level determined by the Mutual after consultation with the Actuary, but in no event less than a fifty percent (50%) confidence level, to fund sufficient Loss Reserves which the Actuary estimates will ultimately be necessary to pay Settlements for all Member Municipalities arising out of events occurring during such Policy Year. The Actuary shall utilize the general methodology set forth in Exhibit B hereto for calculating Total Risk Premium, using such Actuary's best professional judgment, and shall certify that such methodology was used.

With respect to the Policy Year commencing January 1, 1988 and all subsequent Policy Years, the Risk Premium payable by each Member Municipality shall be determined by multiplying its Risk Premium Proportion by the Total Risk Premium. Risk Premium Proportion will be determined by utilizing the formula set forth in Exhibit B.

Commencing with the Policy Year commencing on January 1, 1989, the determination of Total Risk Premium and Risk Premium payable; in each Policy Year by each Member Municipality shall be made no later than the October 1, preceding such Policy Year, commencing October 1, 1988.

Absent computational error, the calculation of such Risk Premium shall be final and conclusive of the amounts due and owing under this subsection.

Section 4.6 Risk Premium Adjustments; Supplemental Risk Premium Adjustments.

(a) Risk Premium Adjustments. Risk Premium Adjustments due in any Policy Year shall be made in consideration for continuation of Coverage for prior Policy Years and for continued eligibility to purchase Coverage for the current Policy Year. On or prior to October 1 each year, commencing October 1, 1989, upon receipt of the annual report of the Qualified Claims Auditor pursuant to Section 3.3 hereof, the Mutual shall adjust Loss Reserves as recommended in such report. In order to implement such adjustments, the Mutual shall determine the Risk Premium Adjustment for each Member Municipality, which may be an assessment of additional Risk Premium Adjustments or, at the option of the Mutual a refund of Risk Premium or Risk Premium Adjustments paid in prior Policy Years, by applying the formula set forth in Exhibit B and inserting in such formula the adjustments to Loss Reserves for all prior Policy Years determined as provided above. The Mutual shall give prompt written notice to the Member Municipalities of the determination of Risk Premium Adjustments. Risk Premium Adjustments shall be paid or refunded on the Premium Payment Dates next following their date of determination. Risk Premium Adjustments shall be deposited with, or requisitioned by, the Mutual and the Mutual agrees to deposit such amounts into or pay them from the Claims Payment Fund, as the case may be. Total Risk Premium Adjustments with respect to any Policy Year for any Member Municipality shall not exceed twenty-five percent (25%) of its Risk Premium paid for the same Policy Year. Member Municipalities will not be refunded more than twenty-five percent (25%) of their respective Risk Premiums as Risk Premium Adjustments.

(b) Supplemental Risk Premium Adjustments. In the event that Loss Reserves exceed in any Policy Year one hundred twenty-five percent (125%) of the Total Risk Premium paid by all Member Municipalities, such excess will be assessed as Supplemental Risk Premium Adjustments on the basis of Risk Premium Proportion. The payments of Supplemental Risk Premium Adjustments will be made over a period of time not exceeding five years. Supplemental Risk Premium Adjustments shall be paid as part of the Premium on the Premium Payment Date.

The Mutual shall give each Member Municipality prompt notice of the determination of Supplemental Risk Premium Adjustments.

Notwithstanding the foregoing, if on the date of determination of Risk Premium Adjustments there are no Unencumbered Reserves in the Claims Payment Fund, Risk Premium Adjustments will be determined without reference to the one hundred twenty-five percent (125%) limit set forth in Section 4.6(a).

The obligation of each Member Municipality to pay Risk Premium Adjustments and Supplemental Risk Premium Adjustments, with respect to Policy Years in which it was a Member Municipality, determined subsequent to the date of withdrawal, shall in no event be discharged by expulsion or withdrawal from Coverage. Upon withdrawal or expulsion, the Member Municipality will be relieved of its obligation to pay Supplemental Risk Premium Adjustments which have been determined on or before the date of withdrawal or expulsion.

Section 4.7 Payment of Premiums. The entire amount of Premium is due on the Premium Payment Date.

ARTICLE V

PAYMENT OF ALLOCABLE SHARE UPON WITHDRAWAL OR EXPULSION; DISSOLUTION

Section 5.1 Receipt of a Member Municipality's Allocable Share Upon Withdrawal or Expulsion. Upon withdrawal of a Member Municipality from Coverage pursuant to Section 6.3 hereof or expulsion of a Member Municipality pursuant to Section 6.4 hereof, the withdrawing or expelled Member Municipality is entitled to:

(a) a lump sum payment of its Allocable Share of Unencumbered Reserves attributable to Bond Proceeds;

(b) a lump sum payment of its Allocable Share of Unencumbered Reserves not attributable to Bond Proceeds;

(c) an annual installment payment of its ownership percentage of the Minimum Permanent Surplus determined by multiplying its Bond Proceeds Allocable Share percentage times the Minimum Permanent Surplus (in effect on the date of departure) and dividing that amount by the number of years the Bonds will be outstanding (but in no instance fewer than three annual installments) plus reasonable interest established by the Board of Directors.

Notwithstanding the foregoing, the Member Municipality's Allocable Share shall first be applied to the payment of any obligation due from the Member Municipality under the terms of this

Agreement and, if a Member Municipality is in default of its obligation to pay principal and interest on its Underlying Obligation, the Mutual will not return the defaulting Member Municipality's Allocable Share so long as the default in continuing.

Section 5.2 Receipt of Reserves Upon Dissolution. Upon dissolution of the Mutual, the Mutual shall continue to hold all funds in the Claims Payment Fund to apply to the payment of Settlements of Claims relating to Policy Years prior to the dissolution of the Mutual. Upon termination of all obligations to pay Risk Premium Adjustments and termination of this Agreement, the Mutual will distribute: (i) all Risk Premium Adjustment refunds to the Member Municipalities; and (ii) all Unencumbered Reserves held by it to the then participating Member Municipalities according to their respective Allocable Shares. Notwithstanding the foregoing, upon receipt of notice from the Commission that a Member Municipality is in default of its obligation to pay principal and interest on its Underlying Obligation, the Mutual will not distribute the defaulting Member Municipality's Risk Premium Adjustment refunds or share of Unencumbered Reserves.

ARTICLE VI

ADMISSION TO, AND WITHDRAWAL AND EXPULSION FROM THE MUTUAL

Section 6.1 Conditions for Providing Coverage to a New Member Municipality.

(a) After October 28, 1987 and before January 1, 1988, new Member Municipalities may be admitted by unanimous consent of the existing Member Municipalities on terms and conditions recommended by the Board of Directors.

(b) Commencing June 1, 1988, and on each June 1 thereafter, the Mutual will accept applications for coverage from potential new Member Municipalities for the Policy Year beginning the next January 1. The Mutual may admit such applicants to the Program and provide coverage, subject to the following conditions:

(1) in the event that the new Member is required by the Mutual to make a capital contribution to the Claims Payment Fund, such new Member Municipality shall become signatory to the Intergovernmental Cooperation Agreement and a member of the Commission no later than the first day of the first Policy Year for which the Mutual provides coverage to such Member Municipality;

(2) such new Member Municipality shall have submitted a completed application for admission to the Mutual not later than the August 1 next preceding the first Policy Year for which the Mutual provides Coverage to such Member Municipality;

(3) the Mutual shall have received a certificate from a Consultant that admission of such new Member Municipality will not adversely affect the actuarial soundness of the Program, taking into account the proposed required capital contribution of such new Member Municipality, if any;

(4) such new Member Municipality shall have provided for its capital contribution to the Claims Payment Fund, if such contribution is required by the Mutual, not later than the first day of the Policy Year for which the Mutual provides coverage to such Member Municipality;

(5) such new Member Municipality shall have duly adopted, executed or approved, as the case may be, all Program Documents not later than the first day of the Policy Year for which the Mutual provides Coverage to such Member Municipality;

(6) coverage of such new Member Municipality shall be effective on the first day of the Policy Year next succeeding the date of execution of the Program Documents, unless otherwise provided by the Mutual;

(7) the Mutual shall include in its preliminary premium statement to each Member Municipality notice of potential new Member Municipalities for the next Policy Year; and

(8) no new Member Municipality shall be admitted prior to December 31, 1990 without unanimous consent of the Member Municipalities. After December 31, 1990, new Member Municipalities may be admitted by two-thirds vote of Mutual's Board of Directors. Existing Municipal Members must receive notice of Board of Directors approval of a new Member Municipality prior to November 1 of the Policy Year preceding the effective date of membership of the new Member Municipality.

Any and all of the foregoing conditions for admittance of new Member Municipalities may be waived by unanimous consent of the existing Member Municipalities.

Section 6.2 Capital Contribution of New Member Municipality to Claims Payment Fund. The Mutual may require a new Member Municipality to make a capital contribution to the Claims Payment Fund and/or to pay an annual fee or surcharge in lieu of such capital contribution. Such capital contribution or fee will in no event be less than the minimum amount recommended by the Consultant submitting the certificate required by Section 6.1(b)(3) hereof. The Mutual may require a new Member Municipality to make a contribution in excess of such minimum amount (an "Excess Contribution").

The Mutual may at its option deposit Excess Contributions in the Claims Payment Fund or distribute Excess Contributions to existing Member Municipalities on a basis proportionate to their Contribution.

A new Member Municipality may request that the Commission issue bonds on its behalf, either individually or with other new Member Municipalities, in order to fund its capital contributions.

Section 6.3 Conditions to Permitting Withdrawal of a Member Municipality from Coverage. Commencing January 1, 1991, but not before, the Mutual shall permit a Member Municipality to withdraw from Coverage under this Agreement, provided that the following are satisfied:

(a) such Member Municipality shall not be in default of any of its obligations to pay Premium hereunder;

(b) not later than the November 1 next preceding the effective date of such withdrawal, such Member Municipality shall have provided written notice to the Mutual of its intent to withdraw; and

(c) such withdrawal from Coverage shall be effective on the first day of a Policy Year.

In no event shall withdrawal from Coverage release a Member Municipality from its obligation to pay damages resulting from default under the terms of this Agreement which is not remedied by its obligation to pay Risk Premium Adjustments or Supplemental Risk Premium Adjustments determined subsequent to the date of the withdrawal as set forth in Section 4.6 hereof. The Mutual shall continue to pay Settlements relating to the withdrawn Member Municipality which arose prior to withdrawal as provided herein, unless the Member Municipality defaults in the payment of its continuing obligations described in the preceding sentence. Notice of withdrawal shall be revocable by the Member Municipality only with the consent of the Mutual.

Section 6.4 Conditions to Permitting Expulsion of a Member Municipality from Coverage. The Mutual may expel a Member Municipality from Coverage subject to the following conditions:

- (a) such Member Municipality shall be in default under this Agreement; and
- (b) such expulsion shall be effective sixty (60) days after written notice shall have been given to the Member Municipality to be expelled, provided however, that only ten (10) days' written notice need be given to any Member Municipality in default in Premium payments.

In no event shall expulsion from Coverage release a Member Municipality of its obligation to pay damages resulting from default under the terms of this Agreement which is not remedied by its obligation to pay Risk Premium Adjustments and Supplemental Risk Premium Adjustments as provided in Section 4.6 hereof.

ARTICLE VII

INDEMNIFICATION AND RELEASE OF MUTUAL DISCLAIMER

Section 7.1 Release and Indemnification Covenants. Each Member Municipality shall and hereby agrees to indemnify and save the Mutual and all other Member Municipalities harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of: (i) its breach or default in the performance of any of its obligations under this Agreement; or (ii) its act or negligence or that of any of its agents, contractors, servants, employees or licensees with respect to the Coverage. No indemnification is made under this section or elsewhere in this Agreement for claims, losses or damages, including legal fees and expenses arising out of the willful misconduct, negligence, or breach of duty under this Agreement by the Mutual, its officers, agents, employees, successors or assigns.

Section 7.2 Disclaimer. The Mutual makes no warranty or representation, either express or implied, as to the adequacy of the Coverage for the needs of the Member Municipalities.

ARTICLE VIII

ASSIGNMENT AND AMENDMENT

Section 8.1 Assignment. Except as provided herein, the Mutual will not assign this Agreement or its duties and obligations hereunder to any person, firm or corporation so as to impair or

violate the representations, warranties and covenants contained in Section 2.2, provided however, that nothing in this Section shall limit the right of the Mutual to purchase commercial insurance or reinsurance on behalf of the Member Municipalities pursuant to Section 3.4 hereof.

Section 8.2 No Assignment by any Member Municipality. This Agreement may not be assigned by any Member Municipality.

Section 8.3 Amendment. This Agreement may not be amended prior to December 31, 1990 without unanimous consent of the Member Municipalities. After December 31, 1990, this Agreement may be amended by a two-thirds vote of the Mutual's Board of Directors.

If the amendment will not take effect until the next Policy Year, no consent of Member Municipalities is required, but each Member Municipality must receive notice of the amendment prior to November 1 of the Policy Year preceding the Policy Year in which the amendment will be effective.

If the amendment is to take effect during the Policy Year in which it is approved by the Board of Directors, the amendment will not be effective unless each Member Municipality receives notice of the amendment within ten (10) days of Board of Director approval and not less than two-thirds of the Member Municipalities consent to the amendment in writing.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default. The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement with respect to a Member Municipality, any one or more of the following events:

- (a) failure by a Member Municipality to pay the required Premium on the Premium Payment Dates or within two days thereafter;
- (b) failure by a Member Municipality to observe and perform any covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto, other than as referred to in paragraph (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to such Member Municipality by the Mutual, provided however, if the failure stated in the notice cannot be corrected within the applicable period, the Mutual shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Member Municipality within the applicable period and diligently pursued until the default is corrected; or
- (c) the filing by a Member Municipality of a case in bankruptcy, or the subject of any right or interest of such Member Municipality under this Agreement to any execution, garnishment or attachment, or adjudication of such Member Municipality as a bankrupt, or assignment by such Member Municipality for the benefit of creditors, or the entry by such Member Municipality into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Member Municipality in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

Section 9.2 Remedies on Default. Whenever any event of default, referred to in Section 9.1 hereof, shall have happened and be continuing, it shall be lawful for the Mutual to exercise any and all remedies available pursuant to law or granted pursuant to this Agreement. Upon the occurrence of any event of default with respect to the obligation to pay Premiums, the Mutual: i) may cancel all Coverage rights of the defaulting Member Municipality, and ii) may expel the defaulting Member Municipality from the Program, subject to the conditions set forth in Section 6.4 hereof. If coverage is canceled because of default, the Member Municipality agrees to pay to the Mutual all costs, losses and damages howsoever arising or occurring as a result of such default and cancellation. No such cancellation shall be or become effective by operation of law or otherwise, unless and until the Mutual shall have given at least sixty (60) days', or in the case of an Event of Default described in Section 9.1(a), at least ten (10) days' written notice of such cancellation to the Member Municipality; no such cancellation shall be effected by operation of law or acts of the parties hereto, except in the manner herein expressly provided; and no such cancellation shall terminate the obligation of the Member Municipality to pay Risk Premium Adjustment and Supplemental Risk Premium Adjustments determined subsequent to the date of cancellation relating to Policy Years prior to such cancellation or to pay Premium for subsequent Policy Years for which Coverage is made available to the Member Municipality.

In the event that the Mutual elects to expel the Member Municipality, subject to the conditions described and in the manner provided in Section 6.4 hereof, the Member Municipality nevertheless agrees to pay to the Mutual all costs, losses or damages however arising or occurring as a result of such default. No such expulsion shall be or become effective by operation of law or otherwise, unless and until the Mutual shall have given at least sixty (60) days' written notice, or in the case of an Event of Default described in Section 9.1(a), at least ten (10) days' written notice of such expulsion to the Member Municipality; no such expulsion shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided; and no such expulsion shall terminate the obligation of the Member Municipality to pay Risk Premium Adjustment and Supplemental Risk Premium Adjustments as provided in Section 4.6(b) hereof.

Section 9.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Mutual is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Mutual to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than as may be required in this Article or by law.

Section 9.4 Agreement to Pay Attorneys' Fees and Expenses. In the event any party to this Agreement should default under any of the provisions hereof, and the nondefaulting parties should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting parties the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party awarded to the nondefaulting parties by a court of competent jurisdiction.

Section 9.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X

DISPOSITION OF INVESTMENT EARNINGS

Section 10.1 Disposition of Investment Earnings. Each year the Mutual shall determine the total estimated amount of investment earnings on the Claims Payment Fund for that Policy Year. As provided in Section 3.3, investment earnings may be retained in the Claims Payment Fund and shall be credited first to replenish designated Loss and Case Reserves that have been reduced to pay Settlements of other claims. The remaining amount of investment earnings shall be returned to each Member Municipality in proportion to its Allocable Share no later than the end of each Policy Year. Notwithstanding the foregoing: (i) it shall remain within the discretion of the Mutual to retain all or a portion of investment earnings in order to maintain the actuarial soundness of the Mutual; and (ii) upon receipt of notice from the Commission that a Member Municipality is in default of its obligation to pay principal and interest on its Underlying Obligation, the Mutual will not return any amount of investment earnings to that defaulting Member Municipality so long as the default is continuing.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, bonds or other communications hereunder shall be sufficiently given and shall be deemed to have been received five business days after deposit in the United States mail in certified form, postage prepaid, to the Member Municipalities and the Mutual at the following addresses:

If to Member
Municipalities: address to the City/Village Clerk with a notation that the correspondence concerns the CITIES AND VILLAGES MUTUAL INSURANCE COMPANY.

If to the Mutual: Cities and Villages Mutual Insurance Company
1250 South Sunnyslope Road
Brookfield, WI 53005

The Mutual and the Member Municipalities, by notice given hereunder, may designate different addresses to which subsequent notices, bonds or other communications will be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Mutual and the Member Municipalities and their respective successors and assigns.

Section 11.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.4 Further Assurances and Corrective Instruments. The Mutual and the Member Municipalities agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Coverage hereby provided or intended so to be or for carrying out the expressed intention of this Agreement.

Section 11.5 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Mutual has caused this Agreement to be executed in its name by its duly authorized officers, and the Member Municipalities have caused this Agreement to be executed in their respective names by duly authorized officers, all effective as of the date first above written.

CITIES AND VILLAGES MUTUAL INSURANCE
COMPANY

By _____
President

ATTEST:

Secretary/Treasurer

EXHIBIT B



State of Wisconsin

Office of the Commissioner of Insurance

P.O. Box 7873

Madison, Wisconsin 53707-7873

CERTIFICATION OF THE AUTHENTICITY OF COPY OF DOCUMENT ON FILE

The Commissioner of Insurance of the State of Wisconsin certifies that the attached copy of

ARTICLES OF INCORPORATION

for CITIES AND VILLAGES MUTUAL INSURANCE COMPANY

is a true and correct copy of the original now on file with the Office of the Commissioner of Insurance.

Dated at Madison, Wisconsin, this 21st day of August, 1987

Robert J. Leese
Commissioner of Insurance

ARTICLES OF INCORPORATION

Pursuant to the provisions of Chapter 611 of the Wisconsin Statutes, the undersigned incorporator hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME OF CORPORATION

The name of the Corporation is:

CITIES AND VILLAGES MUTUAL INSURANCE COMPANY.

ARTICLE II

PURPOSE OF CORPORATION

The purpose of the Corporation is to engage in and carry on the business of insurance as a municipal mutual insurance company and to engage in any lawful act or activity for which municipal mutual insurance companies may be organized under the laws of the State of Wisconsin.

ARTICLE III

MEMBERSHIP

Each holder of a policy of insurance issued by the Corporation shall be a member of the Corporation. Policies of insurance may only be issued to Wisconsin cities and villages. There shall only be one class of members.

ARTICLE IV

BOARD OF DIRECTORS

The Board of Directors of the Corporation shall consist of such number as shall be determined from time to time, in the

manner provided in the By-Laws of the Corporation. The members of the Board of Directors shall be elected or appointed in the manner provided in the By-Laws of the Corporation. The initial Board of Directors shall consist of seven members, and the name and address of each of the initial members of the Board of Directors is contained on Exhibit A attached hereto.

ARTICLE V

MAILING ADDRESS AND REGISTERED AGENT

The mailing address of the principal office of the Corporation is as follows:

Suite 1600
815 East Mason Street
Milwaukee, WI 53202-4080
Attn: Paul R. Schilling

The name and address of the initial registered agent of the Corporation is as follows:

Mulcahy & Wherry, S.C.
Suite 1600
815 East Mason Street
Milwaukee, WI 53202-4080
Attn: Paul R. Schilling

ARTICLE VI

ASSESSABLE POLICIES PERMITTED

The Corporation will issue assessable insurance policies. All policyholders will be subject to retrospective risk premium adjustments or refunds, on an annual basis, contingent upon loss experience. Specific provisions regarding assessment liabilities and procedures shall be set forth in an insurance coverage agreement entered into by the Corporation and policyholders.

ARTICLE VII

NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator is:

The Wisconsin Municipal Insurance Commission
c/o Mulcahy & Wherry, S.C.
Suite 1600
815 East Mason Street
Milwaukee, WI 53202-4060

THE UNDERSIGNED, being the duly authorized officers of The Wisconsin Municipal Insurance Commission, hereby declare that the statements made in the foregoing Articles of Incorporation are true.

DATED THIS 20th day of August, 1987.

THE WISCONSIN MUNICIPAL INSURANCE COMMISSION

Richard E. Maslowski

By: Richard E. Maslowski
Its Chairman

Arlin R. Wesner

By: Arlin R. Wesner
Its Vice Chairman

Ken Horner

By: Ken Horner
Its Secretary/Treasurer

Filed this 21st day of August, 1987.
Office of the
Commissioner of Insurance
State of Wisconsin

Filed
28-21-1987
State of Wisconsin
Office of the
Commissioner of Insurance

Board of Directors of Cities and Villages Mutual
Insurance Company

The Board of Directors has not been identified as of the date of the Application for an Organization Permit and Certificate of Incorporation for the Cities and Villages Mutual Insurance Company dated August 21, 1967 (the "Application").

Please see Section One of the Application for an explanation.

EXHIBIT C

BY-LAWS

CITIES AND VILLAGES MUTUAL INSURANCE COMPANY

AS AMENDED ON 11/12/88, 11/4/89, 10/26/91, 12/04/02, 12/14/05, AND 9/12/07

ARTICLE I

PRINCIPAL PLACE OF BUSINESS

The principal place of business or home office of the Cities and Villages Mutual Insurance Company (the "Company") shall be in the City of Brookfield, in the County of Waukesha in the State of Wisconsin.

ARTICLE II

MEMBERS AND MEETINGS

Section 1. Membership. All cities and villages ("Municipality" or "Municipalities") that become policyholders of the Company shall be members thereof and entitled to all the privileges and subject to all the liabilities of membership while their respective policies, including preliminary binders, are in force, except so far as such privileges may be expressly waived by a member. A Municipality which becomes a member of the Company may authorize any person to represent it therein. (Hereinafter, said person shall be referred to as a "Representative".) Until the Company shall have received written notice to the contrary from such Municipality or until some other person shall have been authorized to represent the Municipality in the Company and the Company shall have received written notice thereof, the Company may assume that the Representative is the duly authorized Representative of the Municipality and entitled to act and vote on its behalf. Whenever in these By-Laws the word "Member" is used, the same shall be deemed and construed to mean, according to the context, either the Municipality or its Representative.

Section 2. Annual Meeting. The annual meeting of the Members of this Company shall be held during the last quarter of each calendar year. The date, time and place of the annual meeting shall be determined by the Board of Directors. The Members shall elect a Board of Directors, as required by the Articles of Incorporation, and transact such other business as shall lawfully come before them, and at such meeting every Member shall be entitled to one vote, to be cast in person or by proxy. If for any cause the annual meeting for any year is not held as provided above, then the Board of Directors or the President shall call a special meeting to be held as soon as is practical thereafter in lieu of and for the purpose of such annual meeting, and all proceedings at such meeting shall have the same force and effect as if taken at the regular annual meeting.

Section 3. Special Meetings. Special meetings of the Members of the Company shall be held at the place, day and hour as may be specified in the notice of the meeting. The Secretary/Treasurer or, in case of his or her absence, incapacity, or disability, such person as the Board of Directors or the President shall appoint, shall call such special meeting whenever requested in writing to do so by the President, or a majority of the Board of Directors or by fifty percent of the Members. Such request shall state the purpose of such meeting. Every Member shall be entitled to one vote at such meeting, to be cast in person or by proxy.

Section 4. Proxies. Members may vote by proxy at all meetings of the Members provided the proxy is in writing, signed by the Member or the Member's duly authorized attorney-in-fact. All proxies must be filed with the Secretary/Treasurer at or prior to the meeting at which they are to be used. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 5. Notice of Meetings.

A. Notice. Notice of any meeting shall be given by oral or written notice delivered to each Member in one of the methods described in Subsection B hereof not less than ten (10) days nor more than sixty (60) days before the date of the meeting, by or at the direction of the President, the Secretary/Treasurer, or other officer or persons calling the meeting to each Member of record entitled to vote at such meeting. However, if notice is mailed by other than first class or registered mail, notice must be mailed not less than thirty (30) days before the meeting date. The purpose of and the business to be transacted at any special meeting of the Members shall be specified in the notice or waiver of notice of such meeting.

B. Methods of Giving Notice. In addition to any other method of notice provided for in these By-Laws or by applicable law, notice of any annual, regular or special meeting of Members, any annual or special meeting of directors, and any other notice required to be given under these By-Laws or applicable law may be communicated in person, by telephone, telegraph, teletype, facsimile or other form of wire or wireless communication, or by mail or private carrier, and if these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication. Oral notice is effective when communicated. Written notice is effective at the earliest of the following: (a) when received; (b) when deposited in the U.S. mail, if mailed postpaid and correctly addressed; or (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

C. Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of the applicable law or under the provisions of the Articles of Incorporation by By-Laws of the Company, a waiver thereof in writing, signed at any time by the person or person entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

D. Adjourned Meetings. Unless otherwise provided by law, if an annual, regular or special meeting of Members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment.

Section 6. Reports. At each annual meeting of the Members, the Board of Directors and Officers shall submit complete and detailed reports of the condition of the Company and of the transactions during the preceding year.

Section 7. Quorum. A majority of Members present in person shall constitute a quorum at any meeting. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action unless a vote by a greater number is required by law, the Articles of Incorporation or these By-Laws.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Board of Directors. The Company shall be governed by a seven member Board of Directors. While there is only one class of Members, for purposes of election of the Board of Directors and no other purpose the seven seats on the Board of Directors shall be apportioned as follows:

- A. Two Class One Seats. Two seats shall be held by Representatives from Members with populations in excess of 50,000. (Hereinafter referred to as "Class One Seats".)
- B. Two Class Two Seats. Two seats shall be held by Representatives from Members with populations of 15,001 through 50,000. (Hereinafter referred to as "Class Two Seats".)
- C. Two Class Three Seats. Two seats shall be held by Representatives from Members with populations of 15,000 or less. (Hereinafter referred to as "Class Three Seats".)
- D. One At Large Seat. One seat shall be held by a Representative from a Member without regard to population. (Hereinafter referred to as the "At Large Seat").

The Board of Directors may appoint a past President to serve as a Director in an ex-officio capacity for a three-year term or for such other term as shall be determined by the Board of Directors, provided that such past President has served as a Director for at least four (4) years and has served as President for at least two (2) years. If the immediate past President meets these service requirements, only he or she shall qualify for such ex-officio Director position unless he or she is completing a term on the Board of Directors, declines to serve, or vacates the position. Otherwise, the Board of Directors may appoint the next most recent past President who meets the minimum service requirements to serve in such ex-officio Director position. Such ex-officio Director may participate in the deliberations of the Board of Directors, but he or she shall not have voting privileges and shall not be counted in determining a quorum under Section 4 of this Article.

No person may simultaneously be a Director of the Company and a director, officer, employee or agent for another insurer if the effect is to lessen competition substantially or if the Company and the other insurer have materially adverse interests.

Section 2. Meetings. Meetings of the Board of Directors shall be held at the call of the President, a majority of the Board of Directors or upon the call of one half of the Members. Meetings of the Board of Directors shall be held at the principal office of the Company or at such other place as may be designated by the President. The Board of Directors may establish a schedule of regular meetings.

A. Notice. The Secretary/Treasurer shall give notice or shall cause to notice to be given of all regular meetings of the Board of Directors by mailing a notice to each Director and all other Representatives at least five days prior to holding such regular meeting. The Secretary/Treasurer shall

give notice or shall cause to notice to be given of any special meeting of the Board of Directors by providing written or telephonic notice to each Director and all other Representatives in such a manner that it is received at least 12 hours prior to the holding of any such special meeting.

B. Quorum. The action of a majority of a quorum of the Board of Directors at any regular or special meeting shall be valid notwithstanding any defect in the notice of such meeting.

C. Meetings By Telephone or Other Communication Technology. Any or all Directors may participate in a regular or special meeting or in a committee meeting of the Board of Directors by, or conduct the meeting through the use of, telephone or any other means of communication by which either: (a) all participating directors may simultaneously hear each other during the meeting or (b) all communication during the meeting is immediately transmitted to each participating Director, and each participating Director is able to immediately send messages to all other participating Directors. If a meeting will be conducted through the use of any such means, all participating Directors shall be informed that a meeting is taking place at which official business may be transacted. A Director participating in a meeting by any such means is deemed to be present in person at the meeting.

Section 3. Annual Meeting. The first meeting and each annual meeting of the Board of Directors shall be held on the same day and at the same place as the first meeting and each annual meeting of Members, and shall convene immediately after adjournment of the annual meeting of the Members. At such annual meeting the Board of Directors shall elect the officers of the Company. If for any cause the annual meeting of the Board of Directors shall not be held at the time designated, or, being held, there shall be failure to elect officers, such officers may be elected at a subsequent meeting called for such purpose.

Section 4. Quorum. A majority of the members of the Board of Directors shall constitute a quorum of Board of Directors for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action unless a vote by a greater number is required by law, the Articles of Incorporation or these By-Laws.

Section 5. Election. The Board of Directors shall be elected by the Members at the annual meeting. Candidates for Class One Seats shall be nominated by the Representatives from Members with populations in excess of 50,000. Candidates for Class Two Seats shall be nominated by Representatives from Members with populations of 15,001 through 50,000. Candidates for Class Three Seats shall be nominated by Representatives from Members with populations of 15,000 or less. Candidates for the At Large Seat may be nominated by any Representative. All Representatives shall be entitled to vote in the election of candidates to all seats on the Board of Directors.

The Representative elected to the At Large seat shall serve a one-year term. All other Representatives elected to the Board of Directors shall serve staggered two-year terms. At the 1988 annual meeting one Representative shall be elected to each of the Class One, Two and Three Seats for two-year terms. Thereafter, at each annual meeting one Representative shall be elected for a two-year term to each of the Class One, Two and Three Seats to fill the seat of the incumbent whose term is expiring.

The term of office on the Board of Directors shall commence on the January 1 next following the annual meeting and shall run through December 31 of that calendar year in the case of one-year terms or December 31 of the next following calendar year in the case of two-year terms.

The name of any person selected as a Director of the Company, together with such pertinent biographical and other data as the Wisconsin Commissioner of Insurance ("Commissioner") requires by rule, shall be reported to the Commissioner immediately after the selection.

Section 6. Vacancies. Vacancies in the Board of Directors occurring during the interim of the annual meeting shall be filled by the Board of Directors and the person so elected shall serve until the next annual meeting. Appointments to fill vacancies in Class One, Two or Three Seats must be Representatives from the Class in which the vacancy occurs.

Section 7. Removal. Any member of the Board of Directors may be removed for cause by an affirmative vote of a majority of the full Board of Directors at a meeting of the Board of Directors called for that purpose. Any such removal shall be reported to the Commissioner immediately with a statement of the reasons for removal.

Section 8. General Powers. The Board of Directors shall have control of the business affairs of the Company and shall possess and exercise all powers usually vested in the directors or trustees of insurance companies, which are consistent with the provisions of the Articles of Incorporation and with the laws of the State of Wisconsin, and may accept any additional powers and privileges which any like insurance company may be authorized by the legislature of the State of Wisconsin to exercise.

Section 9. Dividends. The Board of Directors may declare dividends from surplus held in excess of all liabilities. Dividends under Section 631.51(2) of the Wisconsin Statutes shall be in such amount as the Board of Directors shall determine is fair and reasonable and shall not be made contingent upon the continuance or renewal of the policy. The Company shall file a schedule explaining the basis for any dividend with the Commissioner as required by law.

Section 10. Surplus and Other Funds. For the purpose of creating funds to provide greater security to policyholders, the Board of Directors may set aside so much of the earnings of the Company as they deem reasonable and proper. Such funds shall belong to the Company and shall be used as ordered by the Board of Directors. The Board of Directors may determine what amounts, in addition to amounts required by statute, shall be set aside from time to time as contingent and special reserves.

Section 11. Compensation. Directors of the Company shall not receive compensation for serving as Directors, but may receive reasonable compensation for other personal services rendered which are necessary to carrying out the purposes of the Company. In addition, Directors may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

ARTICLE IV

COMMITTEES

Section 1. Creation of Committees. Pursuant to Section 611.56 of the Wisconsin Statutes, the Board of Directors shall have the power to create such committees as may from time to time be appropriate ("Board of Directors Committees"). The President shall have the power to create such other committees that report to the President as may from time to time be appropriate ("Presidential Committees"). Board of Directors and Presidential Committees may only consider and act on matters specifically referred to them by the chair of the committee, Officers of the Company, the Executive Director or the Board of Directors.

Section 2. Appointment of Committee. The Board of Directors shall appoint persons to serve on each Board of Directors Committee. The President shall appoint Representatives to serve on each Presidential Committee. The President may also appoint a member of the Board of Directors to serve as a regular member or liaison to a Presidential Committee. If such a Board Liaison has been appointed, he or she shall count for purposes of determining a committee quorum, and may participate in deliberations of the committee, but shall not have voting privileges.

Board of Directors and Presidential Committees will elect a chair (other than the Board Liaison of a Presidential Committee) from the membership of the committee. The chair of a Presidential Committee or his/her designee is expected to report to the President on committee activities at Board of Directors meetings and otherwise.

Representatives appointed to a Presidential Committee may designate an alternate to serve on the committee. Said alternate must be an officer or employee of the Representative's Municipality.

Section 3. Notice of Meetings of Committees. No notice of regular meetings of any committee shall be necessary. Reasonable notice shall be given of special meetings of any committee, but the action of a majority at any regular or special meeting of any committee shall be valid notwithstanding any defect in the notice of such meeting.

ARTICLE V

OFFICERS OF THE COMPANY

Section 1. Officers. The Board of Directors shall elect a President, Vice-President and a Secretary/Treasurer at its annual meeting. The President, Vice-President, and Secretary/Treasurer shall be the principal officers of the Company, and such offices shall be held by three separate individuals. The name of any person selected as a principal officer of the Company, together with such pertinent biographical and other data as the Commissioner requires by rule, shall be reported to the Commissioner immediately after the selection. Each officer shall assume the duties of his or her office on the January 1 next following the annual meeting of the Board of Directors. If any of the officers cease to be a Representative, the resulting vacancy shall be filled at the next meeting of the Board of Directors held after the vacancy occurs. The Board of Directors may appoint, retain or employ such other officers or agents as it considers necessary. No person may simultaneously be an officer of the Company and a director, officer, employee or agent for another insurer if the effect is to lessen competition substantially or if the Company and the other insurer have materially adverse interests.

Section 2. President. The President shall be the chief executive officer of the Company with general charge and oversight of its business and affairs and shall discharge all other duties imposed upon him by law, by these By-Laws or by the Board of Directors. The President shall preside at all meetings of the Members and all meetings of the Board of Directors. The President shall sign all policies. The President may appoint such subordinate officials and representatives as he may deem necessary and may at any time remove any official or representative so appointed. The President shall determine the duties and powers of such officials and representatives.

Section 3. Vice-President. The Vice-President shall perform all of the duties and have all of the powers of the President in the absence or disability of the President.

Section 4. Secretary/Treasurer. The Secretary/Treasurer shall keep or cause to be kept a record of the minutes of the Company, its Board of Directors, and its committees. The Secretary/Treasurer shall countersign all instruments and documents executed by the Company which the law or these By-Laws require to be so executed, and affix to instruments and documents the seal (if any) of the Company, whenever required by law or by the Board of Directors. The Secretary/Treasurer shall keep or cause to be kept all documents, instruments, records, papers, books, or like things pertaining to the business of the Company and he or she shall keep or cause to be kept in proper books therefor the transactions of the Company and shall perform such other duties as are usually incident to such office.

The Secretary/Treasurer, subject to the direction and control of the Board of Directors, shall also collect, receive, and safely keep or cause to be collected, received, and safely kept all the moneys, funds, and securities of the Company, and attend to all its pecuniary affairs. The Secretary/Treasurer shall keep or cause to be kept full and complete account and records of all his or her transactions, of sums owing to or by the Company, and of all rents and profits in its behalf. The books of account and records shall at all reasonable times be open to the inspection of Members of the Company, and the Secretary/Treasurer shall furnish or cause to be furnished to the Members at their annual meeting and to the Board of Directors whenever requested by them such statements and reports of the same as are necessary to a full exhibit of the financial condition of the Company.

Section 5. Powers of Attorney. The President or the Secretary/ Treasurer, subject to such limitations as the Board of Directors may prescribe, shall execute such powers of attorney as are necessary to make effective the insurance policies and contracts of the Company.

ARTICLE VI

FUNDS OF THE COMPANY

All moneys belonging to the Company shall be deposited or invested in the name of CITIES AND VILLAGES MUTUAL INSURANCE COMPANY in such depositories or in such securities as may be authorized by the Board of Directors or a Board of Directors or Presidential Committee. The officers, agents or employees of the Company handling funds and securities of the Company may be required to give surety bonds in such sums as the Board of Directors may direct.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Mandatory Indemnification. The Company shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0881, inclusive, 181.0889, and 611.62(2) of the Wisconsin Statutes, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Company to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the corporation. The corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Wisconsin Statutes, or otherwise. All capitalized terms used in

this Article VII and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Wisconsin Statutes.

Section 2. Permissive Supplementary Benefits. The Company may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under Section 1 of this Article by (a) the purchase of insurance on behalf of any one or more of such Directors, Officers, employees or agents, whether or not the corporation would be obligated to indemnify or advance Expenses to such Director, Officer, employee or agent under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

Section 3. Notice. To the extent required by law, the Company shall make no indemnification until at least thirty (30) days after notice to the Commissioner containing full details about the proposed indemnification.

Section 4. Waiver. By accepting membership in the Company each Member agrees to waive any claim or right of action it might have, whether individually or by or in the right of the Company, against any Director or Officer of the Company on account of any action taken by such Director or Officer, or the failure of such Director or Officer to take any action, in the performance of his duties with or for the Company except for any claims or rights of action arising out of the willful misconduct or fraud of such Director or Officer or to recover any gain, personal benefit or advantage to which such Director or Officer is not legally entitled.

ARTICLE VIII

AMENDMENTS

These By-Laws may be amended by a vote of three-fourths of the Members voting at a regular or special meeting or at any regular meeting of the Board of Directors by a vote of two-thirds of the entire Board of Directors. Amendments to these By-Laws shall be filed with the Commissioner within sixty (60) days after adoption.

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EXHIBIT D

CITIES AND VILLAGES MUTUAL INSURANCE COMPANY

PUBLIC ENTITY LIABILITY INSURANCE

(THIS POLICY IS ASSESSABLE)

Throughout this policy, words and phrases that appear capitalized have special meaning. They are defined in Section II - Definitions.

In consideration of the payment of the premium, the Cities and Villages Mutual Insurance Company, hereinafter known as the Mutual, agrees with the INSURED as follows:

SECTION I. - COVERAGES

This policy does not constitute a waiver of the statutory limitation of municipal tort liability under Section 893.80 of the Wisconsin statutes or any other statutory provision.

The Mutual will pay on behalf of the INSURED, the ULTIMATE NET LOSS in excess of the INSURED's Retained Limit stated in Item 5. of the Declarations, but not in excess of the Mutual's limit of liability stated in Item 4 of the Declarations, that the INSURED becomes legally obligated to pay by reason of liability imposed by law or liability assumed by contract because of:

- A. BODILY INJURY or PROPERTY DAMAGE; and/or
- B. PERSONAL INJURY; and/or
- C. PUBLIC OFFICIALS' ERRORS AND OMISSIONS,

as those terms are herein defined and to which this policy applies, caused by an OCCURRENCE.

SECTION II. - DEFINITIONS

- A. AIRCRAFT - means a vehicle designed for the transport of persons or property, principally in the air.
- B. AUTOMOBILE - means a self-propelled land motor vehicle and/or a trailer or semi-trailer, including any attached machinery or equipment thereto, designed for travel on public roads and subject to motor vehicle registration but does not include MOBILE EQUIPMENT.
- C. BODILY INJURY - means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- D. CLAIM - means a demand or action against any INSURED to recover for losses or damages within or alleged to be within the scope of coverages set forth in this policy. Claims for injunctive relief, issuance of permits or licenses, or non-monetary forms of relief do not constitute a claim as that term is used in this policy.
- E. COVERED INDIVIDUALS - means persons who are past or present elected or appointed officials, employees or volunteers of the MEMBER, whether or not compensated, while acting for or on behalf of the MEMBER, including while acting on outside committees, agencies, districts, authorities, councils, commissions or boards at the direction of the MEMBER.
- F. COVERED ULTIMATE NET LOSS - means, with respect to coverages afforded by this policy, as stated in Section 1 - COVERAGES, an amount by which the ULTIMATE NET LOSS not covered by other available insurance or self-insurance exceeds the INSURED's Retained Limit, stated in Item 5. of the Declarations. Such amount shall not, in any event, however, exceed the limit of liability stated in Item 4. of the Declarations.
- G. DEFENSE COSTS - means fees and expenses incurred by the Mutual or an INSURED caused by and relating to the adjustment, investigation, defense or appeal of a CLAIM or suit, including attorney's fees, court costs and interest on judgments accruing after entry of judgment, all within the scope of coverage afforded by this policy. DEFENSE COSTS shall not include the office expense of the Mutual or INSURED nor expenses of a claims administrator engaged by the INSURED or the Mutual.
- H. INSURED - shall have the meaning as set forth in Section VI.
- I. INVERSE CONDEMNATION - means a CLAIM by anyone, other than an INSURED, alleging that the INSURED has taken or diminished the value of land, or caused pecuniary loss, through land-use restrictions on such land or use of adjacent land or air space by the INSURED, or otherwise.

- J. LEAD means: (A) an actual exposure or threat of exposure to the harmful properties of lead, or (B) the presence of lead in any place, whether or not within a building or structure. Lead means the metal in any form including, but not limited to, paint or similar products.
- K. MEMBER - means the entity named in Item 1. of the Declarations, including any and all commissions, agencies, redevelopment agencies, districts, authorities, housing authorities, councils (including the governing councils) or similar entities coming under the INSURED's direction or control.
- L. MOBILE EQUIPMENT - means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, forklifts and other vehicles designed principally for use off public roads;
 2. Vehicles that travel on crawler treads;
 3. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment of the following types: power cranes, shovels, loaders, diggers, drills, graders, scrapers, rollers;
 4. Vehicles not self-propelled, maintained to provide mobility to permanently attached equipment of the following types: air compressors, pumps and generators for spraying, welding, building cleaning, geophysical exploration, lighting and well servicing, and equipment to raise and lower workers.
- M. NUCLEAR MATERIAL- means Source Material, Special Nuclear Material, or Byproduct Material. Source Material, Special Nuclear Material and Byproduct Material have the meanings given to them by the Atomic Energy Act of 1954 and any law amendatory thereto.
- N. OCCURRENCE - means:
1. With respect to BODILY INJURY or PROPERTY DAMAGE, an accident or event, including continuous or repeated exposure to substantially the same general conditions, which results, during the POLICY PERIOD, in BODILY INJURY or PROPERTY DAMAGE neither expected nor intended from the standpoint of the INSURED.
 2. With respect to PERSONAL INJURY and PUBLIC OFFICIALS' ERRORS AND OMISSIONS, respectively: an offense committed during the POLICY PERIOD, as described in the definition of those terms in this section.
- O. PERSONAL INJURY - means injury caused by or arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment, malicious prosecution, or abuse of process;
 2. Wrongful entry or eviction or other invasion of the right of private occupancy;
 3. Publication or utterance of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or oral or written publication of material that violates a person's right of privacy, infringement of copyright, title or slogan;
 4. Discrimination based upon race, religion, nationality, national origin, color, creed, sex, sexual preference, handicap, age or employment;
 5. Assault and battery.
- P. **POLICY PERIOD** - means the period stated in Item 3. of the Declarations.
- Q. **POLLUTANTS** - means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. The term **POLLUTANTS**, as used herein, is not defined to mean potable water, agricultural water, water furnished to commercial users or water used for fire suppression.
- R. **PROPERTY DAMAGE** - means:
1. Physical injury to tangible property, including all resulting loss of use to that property; or
 2. Loss of use of tangible property that is not physically injured.
- S. **PUBLIC OFFICIALS' ERRORS AND OMISSIONS** - means an offense consisting of any actual or alleged misstatement or misleading statement or act or omission or neglect or breach of duty including misfeasance, malfeasance, or nonfeasance by **COVERED INDIVIDUALS**, individually or collectively, in the discharge of their duties for and/or on behalf of the **MEMBER**, or any matter claimed against them solely by reason of their being or having been public officials.
- T. **ULTIMATE NET LOSS** - means the sum for which the **INSURED** is liable as damages, either by adjudication or by compromise, after making proper deduction for all recoveries and salvages, and also includes **DEFENSE COSTS**.

SECTION III. - DEFENSE AND SETTLEMENT

The Mutual shall have the right and duty to participate in the investigation, negotiation, settlement or defense of any CLAIM or suit against an INSURED, where, in the opinion of the

Mutual, such CLAIM or suit may result in a COVERED ULTIMATE NET LOSS, even if any allegations are groundless, false or fraudulent. The INSURED shall fully cooperate in all matters pertaining to such CLAIM or suit. After the amount of the INSURED's Retained Limit has been exhausted by payment of judgments, settlements and DEFENSE COSTS, the Mutual will pay any excess within its limit of liability, as stated in Item 4. of the Declarations.

No DEFENSE COSTS for which reimbursement will be sought by the INSURED shall be incurred on behalf of the Mutual without its consent, which shall not be unreasonably withheld.

The Mutual shall not be obligated to pay any judgment, settlement or DEFENSE COSTS, or to defend any suit after the applicable limit of the Mutual's liability has been exhausted by payment of judgments or settlements or DEFENSE COSTS or after such limit of the Mutual's liability has been tendered for settlements.

The Mutual, at its option, shall have the right, at its own expense, to negotiate the settlement of any CLAIM as it deems expedient, but the Mutual shall not commit the INSURED to any settlement without the INSURED's consent. If, however, the INSURED shall refuse to consent to any settlement recommended by the Mutual and shall elect to contest the CLAIM or continue any legal proceedings in connection with such CLAIM, then, subject to the limits of liability of the policy, the Mutual's liability for the CLAIM shall be limited to the amount of the ULTIMATE NET LOSS in excess of the INSURED's Retained Limit which the Mutual would have contributed to a settlement, had the INSURED consented to such settlement.

SECTION IV. -

INSURED'S RETAINED LIMIT AND THE MUTUAL'S LIMIT OF LIABILITY

The Mutual's liability, as the result of any one OCCURRENCE, shall be only the ULTIMATE NET LOSS in excess of the INSURED's Retained Limit as specified in Item 5. of the Declarations; and then for an amount not exceeding the amount specified in Item 4. of the Declarations.

For the purpose of determining the Mutual's limit of liability and the INSURED's Retained Limit, with respect to any claim for BODILY INJURY or PROPERTY DAMAGE, all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one OCCURRENCE. With respect to claims for PERSONAL INJURY and PUBLIC OFFICIALS ERRORS AND OMISSIONS, all damages arising out of any single offense shall be considered as arising out of one OCCURRENCE.

An OCCURRENCE taking place in more than one policy period insured by the Mutual shall be deemed to have taken place only during the first such policy period, and the Mutual's liability as a result of that OCCURRENCE shall be limited to the Mutual's liability under the policy for that policy period. This provision shall supersede any contrary provision in any prior policy issued by the Mutual.

SECTION V. - POLICY PERIOD AND TERRITORY

Each INSURED shall have coverage for all BODILY INJURY, PROPERTY DAMAGE, PUBLIC OFFICIALS' ERRORS AND OMISSIONS and PERSONAL INJURY which occur anywhere in the world during the POLICY PERIOD.

SECTION VI. - ENTITIES OR PERSONS INSURED

The INSUREDS covered by this policy are:

- A. Any entity named in Item 1. of the Declarations, also referred to as the MEMBER;
- B. ANY COVERED INDIVIDUAL(S);
- C. Any individual who operates, manipulates, rides in, loads or unloads any AUTOMOBILE or MOBILE EQUIPMENT owned by, loaned to or leased by the MEMBER, while acting for or on behalf of the MEMBER, except:
 - 1. Any person or organization, or any agent or employee thereof, operating an AUTOMOBILE or MOBILE EQUIPMENT sales agency, commercial repair shop, commercial service station, commercial storage garage or commercial public parking place, with respect to an OCCURRENCE arising out of the operation thereof. This does not apply to parking garages or lots owned, operated or leased by the INSURED; or
 - 2. The owner or any lessee, other than the INSURED, of a hired AUTOMOBILE or MOBILE EQUIPMENT, or any agent or employee of such owner or lessee.

SECTION VII. - EXCLUSIONS

This policy does not apply to:

- 1. a. Any CLAIM arising out of the contamination or alleged contamination of any environment by POLLUTANTS introduced at any time, anywhere, in any way, including, but not limited to, into or upon land, the atmosphere or any watercourse or body of water or aquifer. This exclusion applies whether or not the contamination is introduced into the environment intentionally or accidentally or gradually or suddenly and whether or not the INSURED and/or any other person or organization is responsible for the contamination.
- b. Any obligation to defend any suit or CLAIM against the INSURED and/or any other person or organization alleging BODILY INJURY, or PROPERTY DAMAGE, or PERSONAL INJURY or PUBLIC OFFICIALS' ERRORS AND OMISSIONS

and seeking damages, if such suit or CLAIM arises from BODILY INJURY, or PROPERTY DAMAGE, or PERSONAL INJURY or PUBLIC OFFICIALS' ERRORS AND OMISSIONS arising out of the contamination or alleged contamination of any environment by POLLUTANTS introduced at any time, anywhere, in any way, including, but not limited to, into or upon land, the atmosphere or any watercourse or body of water or aquifer.

- c. Any loss cost, defense or expense arising out of any governmental direction or request that the INSURED and/or any other person or organization test for, monitor, clean up, remove, remedy, contain, treat, detoxify or neutralize POLLUTANTS.
- d. Any loss, cost or expense incurred by a governmental unit or other third party, including, but not limited to, the cost of investigation and monitoring, and attorney's fees relating to activities in connection with efforts to test for, monitor, clean up, remove, remedy, contain, treat, detoxify or neutralize POLLUTANTS.

This exclusion does not apply, however, to BODILY INJURY or PROPERTY DAMAGE caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out where it is not intended to be.

Contamination includes any unclean, unsafe, damaging, injurious or unhealthful condition, either actual or potential, which arises out of the presence in the environment of any POLLUTANT, whether permanent or transient, including but not limited to sewer backups.

Environment includes any person, any man-made object or feature, animals, crops and vegetables, land, bodies of water, underground water, or water table or aquifer, air and any other natural feature of the earth and its atmosphere, whether or not altered, developed or cultivated.

It is the intent and effect of this exclusion to exclude any and/or all coverages afforded by this policy for any CLAIM, action, judgment, liability, settlement, defense or expenses, if any, arising out of the discharge, dispersal, release or escape of POLLUTANTS whether such results from the INSURED's and/or any other person's or organization's activities, whether or not such is sudden, gradual, intended, foreseeable, expected, fortuitous, inevitable and wherever or however such occurs.

- 2. Investigation, settlement or defense of any claim or suit against any INSURED alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the actual or alleged presence of or exposure to lead.
- 3. Any loss, cost or expense arising out of any: (a) Request, demand or order that any INSURED or others test for, monitor, clean up, remove, contain,

treat, detoxify or neutralize, or in any way respond to or assess the effects of lead, or (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

4. Any CLAIM or suit for past salary, or wages due, because of discrimination or wrongful termination or violation of civil rights of any employee or official of the INSURED.

5. BODILY INJURY to:

a. An employee of the INSURED arising out of and in the course of his/her employment by the INSURED; or

b. The spouse, child, parent, brother or sister of that employee as a consequence of actions of the employee arising out of and in the course of his/her employment by the INSURED.

This exclusion applies whether the INSURED may be liable as an employer or in any other capacity, except with respect to liability of others assumed under contract.

6. Any obligation for which the INSURED or any insurance company as its insurer may be held liable under any workers' compensation or disability benefits law or any similar law.

7. Liability arising out of the ownership or operation of any airport.

8. Liability arising out of or in connection with the operation of any hospital, clinic, or established health care facility owned or operated by the INSURED due to:

a. The rendering of or failure to render:

1) Medical, surgical, dental, psychiatric, mental health services, X-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;

2) Any service or treatment conducive to health or of a professional nature or;

3) Any cosmetic or tonsorial service or treatment.

b. The furnishing of or dispensing of drugs or medical, dental, or surgical supplies or appliances.

This exclusion shall not apply, however, to liability arising out of the performance of occupational-related physical examinations, paramedic services, emergency care, immunization clinics, health and wellness clinics, T.B. treatment clinics, community health service clinics, or general public health nurse services.

9. Liability arising out of the rupture, bursting, overflow, seepage or release of water of any dam(s). With respect to this exclusion, dam means a barrier built across a watercourse, preventing the flow of water, but this shall not include any body of water with a capacity of less than 50 acre feet of water.
10. Liability which results from an illegal or wrongful act, committed intentionally, with knowledge of wrongdoing, unless committed solely for the purpose of protecting threatened life or property. This exclusion does not apply to false arrest, slander or assault and battery as described under PERSONAL INJURY.
11. PROPERTY DAMAGE to:
 - a. Property owned by the INSURED; or
 - b. Property rented to or leased to the INSURED where the INSURED has assumed liability for damages to or destruction of such property, unless the INSURED would have been liable in the absence of such assumption of liability;
 - c. AIRCRAFT in the INSURED's care, custody or control;
 - d. Watercraft exceeding 26 feet in length, in the INSURED's care, custody or control.
12. Any liability arising out of the ownership, operation, use or maintenance of any AIRCRAFT.
13. Any AUTOMOBILE liability arising out of the operation of any transit authority, transit system, or public transportation system owned or operated by the INSURED.
14. Any liability arising out of the failure to supply or provide an adequate supply of gas, water or electricity when such failure is a result of the inadequacy of the INSURED's facilities to supply or produce sufficient gas, water or electricity to meet the customary demand.
15. Any liability arising out of or in connection with the principles of eminent domain, condemnation proceedings or INVERSE CONDEMNATION, by whatever name called, and whether or not liability accrues directly against

the INSURED, or by virtue of any agreement entered into by or on behalf of the INSURED.

This exclusion shall not apply to PROPERTY DAMAGE caused by the negligence or other fault of the INSURED even though a legal theory upon which a claimant seeks recovery is the principle of INVERSE CONDEMNATION.

16. As respects liability assumed by the INSURED under any contract:
 - a. To any claim, judgment or agreement from any arbitration proceeding wherein the Mutual is not entitled to exercise, with the INSURED, the INSURED's rights in the choice of arbitrators, and in the conduct of such proceedings.
 - b. If the indemnitee of the INSURED is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of:
 - 1) The preparation or approval of contracts, maps, plans, drawings, opinions, reports, tests, surveys, change orders, designs or specifications or,
 - 2) The giving of or failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.
17. Any liability resulting from the operation of any electrical power generating or distribution facilities.
18. Any liability resulting from the ownership or operation of any chair lifts at ski facilities.
19. Any liability arising from the hazardous properties of NUCLEAR MATERIAL.
20. Any liability due to war, whether or not declared, civil war, or revolution or to any act or condition incident to any of the foregoing.
21. Benefits payable under any employee benefit plan (whether the plan is voluntarily established by the INSURED or mandated by statute).
22. Refund of taxes, fees or assessments.

23. Liability of a COVERED INDIVIDUAL:
- a. arising in whole or in part out of a COVERED INDIVIDUAL's obtaining remuneration or financial gain to which the COVERED INDIVIDUAL was not legally entitled; or
 - b. arising out of the willful violation of the penal code or ordinance committed by or with the knowledge or consent of any INSURED.
24. Any liability arising out of estimates of probable costs or cost estimates being exceeded or faulty preparation of bid specifications or plans including architectural plans.
25. Failure to perform, or breach of, a contractual obligation.
26. Liability imposed under the Employee Retirement Income Security Act of 1974 (ERISA), and any law amendatory thereof.
27. Liability imposed under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), and any law amendatory thereof.
28. Liability imposed under the Immigration Reform and Control Act of 1986 (IRCA), and any law amendatory thereof.
29. The following under Coverage C (PUBLIC OFFICIALS' ERRORS AND OMISSIONS):
- a. BODILY INJURY;
 - b. PROPERTY DAMAGE;
 - c. PERSONAL INJURY.

SECTION VIII. - CONDITIONS

A. PREMIUM AND AUDIT

The Premium designated in the Declarations as "Annual Deposit Premium" is a deposit premium only.

The Mutual may examine the INSURED's books and records at any reasonable time during the POLICY PERIOD and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this policy.

B. INSPECTIONS

The Mutual shall be permitted but not obligated to inspect the INSURED's property and operations at any reasonable time. Neither the Mutual's right to

make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the INSURED or others, to determine or warrant that such property or operations are safe.

C. DUTIES IN THE EVENT OF AN OCCURRENCE

The INSURED's duty in the event of an OCCURRENCE, CLAIM or suit:

1. In the event of an OCCURRENCE reasonably likely to involve a COVERED ULTIMATE NET LOSS, written notice containing particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured party(ies) and of available witnesses, shall be given by or for the INSURED to the Mutual or any of its authorized agents as soon as practicable.
2. If a CLAIM is made or suit brought against any INSURED, the INSURED shall be obligated to forward to the Mutual every demand, notice, summons or other process received by the INSURED or the INSURED'S representative.
3. The INSURED shall cooperate fully with the Mutual and, upon its request, assist in enforcing any right of contribution or indemnity against any person or organization who may be liable to the INSURED because of an OCCURRENCE with respect to which coverage is afforded under this policy; and the INSURED shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The INSURED shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expense which is likely to result in an ULTIMATE NET LOSS that exceeds the INSURED'S Retained Limit stated in Item 5. of the Declarations. In the event that the amount of ULTIMATE NET LOSS becomes certain, either through final court judgment or agreement among the INSURED, the claimant and the Mutual, then the Mutual shall pay on behalf of the INSURED the COVERED ULTIMATE NET LOSS.

D. BANKRUPTCY AND INSOLVENCY PROVISION

Bankruptcy or insolvency of the INSURED shall not relieve the Mutual of any of its obligations hereunder.

E. OTHER INSURANCE

If collectible insurance with any other insurer or other self-funding mechanism is available to the INSURED, coverage for a loss also covered hereunder (whether on a primary, excess or contingent basis) shall be in excess of, and shall not contribute with, such other insurance, provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this

policy, or to other insurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this policy when the insurance afforded under this policy provides less than 100 percent of the limit set forth in the Declarations.

If any INSURED has any insurance covering a loss within the INSURED's Retained Limit, and said insurance is exhausted, the coverage hereunder shall not apply to satisfy the liability of the INSURED within the INSURED's Retained Limit of liability, as stated in Item 5 of the Declarations.

F. EXTENDED OCCURRENCE

An OCCURRENCE taking place in more than one policy period insured by the Mutual shall be treated as a single OCCURRENCE taking place only during the first such policy period. This provision shall supersede any contrary provision in any prior policy issued by the Mutual.

G. ENDORSEMENTS TO THE POLICY

This policy contains all the agreements between the INSURED and the Mutual. Its terms and conditions may not be changed or waived except by endorsement issued by the Mutual.

H. ACTION AGAINST THE MUTUAL

Any person or organization may sue the Mutual directly to recover damages allegedly caused by the INSURED, or join the Mutual as a defendant in a suit brought against the INSURED for damages. However, the Mutual will not be liable for damages that are in excess of the Mutual's Limit of Liability, it being agreed that nothing herein shall act to increase the Mutual's Limit of Liability.

I. SUBROGATION

The Mutual shall be subrogated to the extent of any payment hereunder to all the INSURED's rights of recovery thereof, and the INSURED shall do nothing after loss to prejudice such right and shall do everything necessary to secure such right.

In case any reimbursement is obtained or recovery made by the INSURED or the Mutual on account of any loss covered by this policy, the amounts recovered shall be applied as follows:

1. The expenses of all such recovery proceedings shall be paid before any reimbursements are made. If there is no recovery in the proceedings conducted by the Mutual it shall bear the expenses thereof.
2. The highest layer of coverage shall be reimbursed first and, if there are sufficient recoveries, then the next-highest layer, until the INSURED'S Retained Limit is reimbursed or until all recoveries are used up.

change based on action by the INSURED that alters the nature or extent of the risk insured against.

CVMIC Coverage Type	Limit		Deductible		Premium
	Per Occ.	Aggregate	Per Occ.	Aggregate	
General Liability*	\$5,000,000		\$25,000	\$100,000	\$47,665
<i>Defense Costs*</i>	Included		Included	Included	Included
Employee Benefits Liability*	\$5,000,000		Included	Included	Included
Law Enforcement Liability*	\$5,000,000		Included	Included	Included
Premises Medical Payments	N/A		N/A		N/A
Public Officials Liability*	\$5,000,000		Included	Included	Included
Employment Practice Liability (claims made)	\$1,000,000		\$25,000		\$4,699
Public Officials Bond					
Auto Liability*	\$5,000,000		Included	Included	Included
Auto Physical Damage Comp.	\$10,000,000		\$1,000	N/A	\$20,853
Auto Physical Damage Coll.					
Auto Medical Payments	N/A		N/A		N/A
Uninsured Motorist	\$25,000	N/A	N/A		
Underinsured Motorist	N/A		N/A		N/A
No-Fault Sewer Coverage	N/A		N/A		N/A
Boiler/Machinery	\$100,000,000		\$5,000		\$2,579
Commercial Crime	\$100,000 - \$250,000		\$2,500		\$1,380
Excess Liability	\$8,000,000		Included	Included	\$2,320
Property	N/A		N/A		N/A
Inland Marine	N/A		N/A		N/A
Experience Mod. = .91				Sub-total	\$79,496
Workers' Compensation Part A Benefits		Statutory			\$123,621
Workers' Compensation Part B Employer's Liability					
				Total Premium	\$203,117
				Less Average Liability Loss	\$15,697
				Less Claims Processing Cost	\$1,575
				Estimated Yearly Dividend	\$12,362
				Total Cost After Dividend	\$208,027

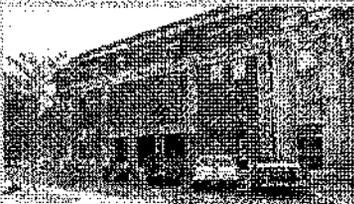
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LWMMI Coverage Type	Limit		Deductable		Premium
	Per Occ.	Aggregate	Per Occ.	Aggregate	
General Liability	\$3,000,000		None		\$44,162
<i>Defense Costs</i>	No Limit		No Deductable		Included
Employee Benefits Liability	\$3,000,000		None		Included
Law Enforcement Liability	\$3,000,000		None		\$16,504
Premises Medical Payments	\$10,000		None		Included
Public Officials Liability	\$3,000,000		None		\$16,856
Employment Practice Liability	\$3,000,000		None		Included
Public Officials Bond	\$10,000	\$30,000	N/A		\$100
Auto Liability	\$3,000,000		None		\$18,475
Auto Physical Damage Comp.			\$1,000		\$26,105
Auto Physical Damage Coll.			\$1,000		
Auto Medical Payments	\$10,000		None		
Uninsured Motorist	Statutory		None		
Underinsured Motorist					
No-Fault Sewer Coverage	\$100,000	\$300,000	None		\$18,520
Boiler/Machinery	\$50,000,000		Various		\$5,600
Commercial Crime	\$250,000		\$2,500		\$1,743
Property	N/A		N/A		N/A
Inland Marine	N/A		N/A		N/A
Experience Mod. = .91				Sub-total	\$148,065
Workers' Compensation Part A Benefits	Statutory				\$122,831
Workers' Compensation Part B Employer's Liability	\$2,000,000				
				Total Premium	\$270,896
				Total Premium w/o No-Fault Sewer Coverage	\$252,376
				Estimated Yearly Dividend:	\$17,000
				Total Cost After Dividend:	\$253,896

CITIES AND VILLAGES MUTUAL INSURANCE COMPANY

PRODUCT AND SERVICE INFORMATION

*A Mutual
Partnership for
Now and the
Future*



**CITIES AND VILLAGES
MUTUAL INSURANCE
COMPANY**

9898 West Bluemound Road
Wauwatosa, Wisconsin 53226

Phone: 262-784-5666

Fax: 262-784-5599

Web site: www.cvmic.com

Rev. 6/2011



Mission Statement

Cities and Villages Mutual Insurance Company is a quasi-public, member oriented, owned and operated mutual insurance company committed to developing and maintaining stable, affordable insurance and risk management services of the highest quality; supporting effective public services and serving the needs of its members.

Operational and Financial Soundness

2010 was the 18th consecutive year that Cities and Villages Mutual Insurance Company (CVMIC) received the A.M. Best rating of Excellent. This rating is assigned to companies whose operations have achieved excellent overall performance when compared to the standards established by A.M. Best. CVMIC has also received the coveted *Recognition Award* from the Association of Governmental Risk Pools (AGRIP).

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A Mutual Partnership for Now and the Future

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CITIES AND VILLAGES MUTUAL INSURANCE COMPANY

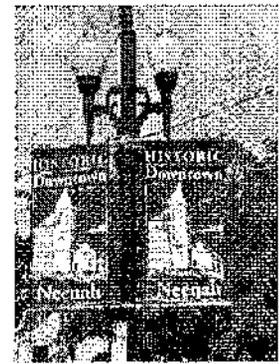
COMPANY HISTORY

A Mutual Partnership for Now and the Future

Company Background

Cities and Villages Mutual Insurance Company (CVMIC), incorporated by the Wisconsin Insurance Commissioner on September 14, 1987, was established to provide liability insurance and risk-management services to Wisconsin cities and villages ranging in population from 2,500 to over 100,000. Since its inception, the number of members has grown to 44. Wisconsin municipalities are granted specific authority under Wisconsin law to organize municipal mutual insurance companies. In fact that statute, enacted in 1977 by the State Legislature, encouraged the practice in response to major premium increases by commercial liability carriers. However, once the law was passed, the insurance industry went through a particularly "soft" cycle where commercial premiums actually decreased.

That soft cycle hardened abruptly in mid 1984. Municipal liability coverages were either curtailed or canceled altogether, and premiums skyrocketed for what little insurance was available. That constriction caused many communities to evaluate insurance alternatives.



In the initial stages, participants formed an Intergovernmental Cooperation Commission known as the Wisconsin Municipal Insurance Commission. This group was entrusted with accomplishment of two tasks: first, to develop the structure of the Mutual and second, to issue a revenue bond to capitalize the organization. The revenue bonds were (and continue to be) secured by general obligation bonds issued by each member.

These communities, now members of CVMIC, adopted insurance strategies to achieve budget stability, insurance-rate predictability, stable premiums and a constant high level of insurance protection. CVMIC became Wisconsin's first municipal mutual insurance company providing all lines of liability coverage and the country's fourth fully capitalized municipal mutual insurance company.

Purpose

Cities and Villages Mutual Insurance Company's purpose is not to avoid the commercial insurance market; rather, the program is structured to better utilize commercial reinsurance capabilities. The goal of the program is to reinsure when it is commercially available and economically feasible, and to rely on the self-funded, pooled coverage when it is not. CVMIC, as a financially independent and economically sound insurance company, enjoys direct access to the reinsurance market.

COMPANY AWARDS AND CERTIFICATIONS

A Mutual Partnership for Now and the Future

For many years CVMIC has received recognition from three prestigious independent sources. The ability to maintain these ratings reflect favorably upon the organization and operating characteristics of the company. This recognition includes a rating of Aa2 from Moody's Investors Services, the Certificate of Recognition from the Association of Governmental Insurance Pools (AGRIP) and the A.M. Best rating of A, Excellent. These ratings and the award are based on a comprehensive assessment that CVMIC's operating procedures and structure meet the highest standards of the industry.

Moody's Rating

As a part of the 1997 advanced refunding of the Wisconsin Mutual Insurance Commission (WMIC) debt, Moody's Investors Services issued a rating of Aa2. This rating has special significance because it exceeded the financial rating of the majority of our member communities that provide the general obligation notes, which supports the WMIC debt. This reflects a high level of confidence in the financial integrity of WMIC/CVMIC.

Certificate of Recognition

The Association of Government Risk and Insurance Pools (AGRIP), which is the successor organization to the Pooling Section of the Public Risk Management Association (PRIMA), has continued this recognition program which acknowledges public entity pools that meet the high standards that have been established. As in the past, this recognition program has defined standards based on the best operational practices employed by public entity pools. The *Certificate of Recognition* program collects information in ten areas that reflect all major aspects of a public entity pool's operation. *Major areas that are assessed include:*

- Governing Documents
- Staff and Service Providers
- Claims Management
- Financial Management
- Organizational Planning
- Government Regulations
- Member Services
- Professional Development
- Funding
- Coverages

Currently, there are in excess of 450 public entity pools throughout the country. Of those, 177 are members of AGRIP and only 41 have received or renewed the *Certificate of Recognition*. This award is increasingly recognized as the standard against which most public entity pools assess their operational practices.

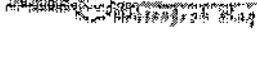
A.M. Best Rating

2010 was the 18th consecutive year that CVMIC received an A.M. Best rating of excellent. This rating is assigned to companies whose operations have achieved Excellent overall performance when compared to the standards established by A.M. Best. A.M. Best has determined that companies that receive an Excellent rating have a strong ability to meet policyholders and other contractual obligations over a long period of time.

This rating is important to CVMIC because of A.M. Best's reputation as the preeminent insurance company rating organization. CVMIC is pleased to receive this rating since there are only a few public entity insurance pools in the country to be so highly rated.

COMPANY STRUCTURE — GROUP MEMBERS

A Mutual Partnership for Now and the Future



Current CVMIC Members

- City of Antigo
- City of Appleton
- City of Baraboo
- City of Beloit
- City of Brookfield
- Village of Brown Deer
- City of Cedarburg
- City of Cudahy
- City of Elkhorn
- City of Glendale
- City of Green Bay
- Village of Greendale
- City of Hartford
- Village of Jackson
- City of Janesville
- City of Kenosha
- Village of Kimberly
- City of La Crosse
- City of Manitowoc
- City of Menasha
- Village of Menomonee Falls
- City of Milton
- City of Monona
- City of Monroe
- City of Neenah
- City of New Berlin
- City of New London
- City of Oak Creek
- City of Onalaska
- City of Plymouth
- City of Racine
- City of Reedsburg
- City of Rhinelander
- City of Sheboygan
- City of South Milwaukee
- City of Stoughton
- City of Sun Prairie
- City of Superior
- City of Waupun
- City of Wausau
- City of Wauwatosa
- City of West Allis
- Village of Whitefish Bay
- City of Wisconsin Del's

COMPANY STRUCTURE — BOARD OF DIRECTORS

A Mutual Partnership for Now and the Future

**Company
Board of Directors**

Name/Title	City/Village	Address	Phone No.
Secretary/Treasurer Scott, Robert Finance Director scott@ci.brookfield.wi.us	City of Brookfield	2000 N. Calhoun Road Brookfield, WI 53005	(262) 796-6643
Claramita, Mike Director of General Services claramitam@ci.beloit.wi.us	City of Beloit	100 State Street Beloit, WI 53511	(608) 364-6667
Vice President Hermus, Rick Village Administrator rhermus@vo.kimberly.org	Village of Kimberly	515 West Kimberly Ave Kimberly, WI 54136	(920) 788-7500
President Van Gommel, Russell Village Administrator rvg@vil.brown-deer.wi.us	Village of Brown Deer	4800 W. Green Brook Brown Deer, WI 53223	(414) 371-3050
Zichlor, Paul M. City Admin. Officer pzichlor@ci.west-allis.wi.us	City of West Allis	7525 W. Greenfield Ave West Allis, WI 53214	(414) 302-8294
Steve Starczak Director of Personnel & Labor Relations pstarces@kenosha.org	City of Kenosha	625 52nd Street Kenosha, WI 53140	(262) 653-4128
Kaye Matuchoski Clerk/Treasurer kmatuchoski@antigo-city.org	City of Antigo	700 Edison Street Antigo, WI 54409-1955	(715) 623-3633 X102

CITIES AND VILLAGES MUTUAL INSURANCE COMPANY

COMPANY STRUCTURE — STAFF LISTING

A Mutual Partnership for Now and the Future

Company Staff Directory

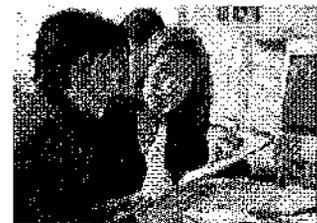
Name	Title	Email	Phone No.
Aller, Pa lin	Loss Control Specialist	pea@cvmic.com	414/831-6005
Beyer, Rick	Loss Control Manager	rjb@cvmic.com	414/831-6001
Cole, Jean	Employment Practices & Liability Specialist	jmc@cvmic.com	414/831-6003
De Moss, Michae	Executive Director	mld@cvmic.com	414/831-5999
Gilsinger, Greg	Claims Manager—WC	ggg@cvmic.com	414/831-5990
Horner, Ken	Director of Operations	kah@cvmic.com	414/831-6000
Kodel, Dave	Loss Control Specialist	dwk@cvmic.com	414/831-6002
Mann, Tom	Claims Manager - Liability	tem@cvmic.com	414/831-5988
Padiasek, Stephanie	Assistant to Executive Director/Office Manager	sep@cvmic.com	414/831-5995
Rarick, Ben	Loss Control Specialist	blr@cvmic.com	414/831-6006
Redisko, Diane	Claims Assistant	djr@cvmic.com	414/831-5989
Schiffac, Diane	Administrative Assistant	dms@cvmic.com	414/831-5997
Springer, Bobbi	Claims Specialist -WC	bjs@cvmic.com	414/831-5993
Stadler, Elizabeth	Claims Assistant—WC	ezs@cvmic.com	414/831-5994
Stonz, Bruce	Loss Control Specialist	bes@cvmic.com	414/831-6004
Strike, Merrie	Senior Claims Specialist—WC	mjs@cvmic.com	414/831-5991
Voskuil, Michelle	Finance Assistant - Accounting	mjv@cvmic.com	414/831-5998
Wiederstein, Susan	Senior Claims Specialist WC	siw@cvmic.com	414/831-5992
Zokan, Betty	Administrative Assistant	brz@cvmic.com	414/831-5996

COMPANY STRUCTURE — CONSULTANTS

A Mutual Partnership for Now and the Future

Company Consultants

NAME/TITLE	COMPANY	ADDRESS	PHONE NO.
Halvorsen, James Senior Manager Jim.Halvorsen@cliftoncpa.com	Clifton Gundersen LLP	103 W. McMillan, Ste. 2 P.O. Box 428 Marshfield, WI 54449	(715) 387-6341
Mirsberger, Mark mark@darainvestment.com	Dara Investment Advisors, Inc.	15800 W. Bluemound Rd - Suite 250 P.O. Box 1067 Brookfield, WI 53008- 1067	(262) 782-3631
Blankenburg, Susan susan_blankenburg@ajg.com	Arthur J. Gallagher Risk Management Services	One Market Plaza Spear Tower, #200 San Francisco, CA 94105	(415) 536-8417
Alltop, John John.Alltop@blackmore-riskservices.com	Blackmore Risk Services	1750 Crocker-Hale Oaks Drive, Ste. 200 Sacramento, CA 95833	(916) 244-1100
Kirchner, Mark A. mark1@quarles.com	Quarles & Brady	411 E. Wisconsin Avenue Milwaukee, WI 53202- 4497	(414) 277-5347
Tomar, William J. wjt@quarles.com	Quarles & Brady	Firststar Plaza One South Pinckney Street Madison, WI 53701- 4497	(608) 283-2434



COMPANY STRUCTURE — FOCUS GROUPS

A Mutual Partnership for Now and the Future

Focus Groups

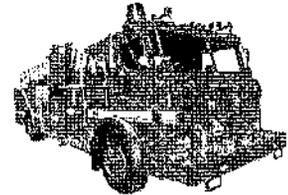
One of the cornerstones of CVMIC's success has been its continued ability to involve its members in the development of services, products and programs. CVMIC utilizes six focus groups that concentrate on a number of critical areas.

Each focus group develops a general work plan with specific goals which provides CVMIC's support staff the guidance in developing discipline-related programs. These focus groups are also active in developing educational programs and assessment instruments within their respective discipline areas.

Fire and EMS Focus Group

Mission

The mission of the Fire and EMS Focus Group is to provide direction to all CVMIC members to improve safety and encourage the development and sharing of resources in fire and emergency medical service operations.



Examples of Work Plan Goals

- Provide training opportunities and operational experience for emergency vehicle operation.
- Establish a quality assurance program for small equipment, tools and other gear.
- Identify training needs and conduct training on DCOMM 30 and DCOMM 32.
- Develop model policies/standard operating guidelines which could be made available to all members.
- Explore opportunities for CVMIC to assist members in cooperative hiring efforts for entry level Fire positions including the use of the CPAT for physical agility testing.

Law Enforcement Focus Group

Mission

It is the mission of the Law Enforcement Focus Group to identify liability exposure issues based on member experience and by focusing attention on national experience. Further, it is the mission to identify minimum training standards for member agencies and to encourage that all members comply with those standards in order to maintain consistency and continuity resulting in improved public service.



Examples of Work Plan Goals

- Explore opportunities for CVMIC to assist members in cooperative hiring efforts for entry level Police positions.
- Develop agendas for Police Management Update regional programming.
- Identify possible future training topics and develop agendas for regional programs.

COMPANY STRUCTURE — FOCUS GROUPS

A Mutual Partnership for Now and the Future

Focus Groups

Park and Recreation Focus Group

Mission

It is the mission of the Park and Recreation Focus Group to assess and evaluate member needs, identify training and educational opportunities and recommend the development and sharing of comprehensive resources and services to promote safe and effective park and recreation services.



Examples of Work Plan Goals

- Develop agendas for the Park and Recreation Round Table regional programs.
- Work with FISTA to coordinate a training program on chain saw safety.
- Identify possible future training topics and develop agendas for regional programs.
- Discuss the development of a seasonal orientation packet that CVMIC could create and share with all members.
- Discuss the creation of a volunteer packet which could provide members with useful information on how to properly manage volunteers.

Personnel Issues Focus Group

Mission

The mission of the Personnel Issues Focus Group is to identify employment related exposures and to develop procedures, model policies, training programs and other methods for sharing resources to assist member communities in their efforts to manage risk and comply with State and Federal Employment Law and local policies.



Examples of Work Plan Goals

- Develop a Human Resources Academy.
- Explore opportunities for CVMIC to assist members in cooperative hiring efforts for Police and Fire entry level positions.
- Identify possible future training topics.
- Review and update as necessary the list of mandatory/important personnel policies.

COMPANY STRUCTURE — FOCUS GROUPS

A Mutual Partnership for Now and the Future

Focus Groups

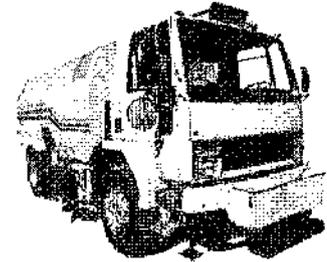
Public Works/Utilities Focus Group

Mission

The mission of the Public Works/Utilities Focus Group is to identify and prioritize safety/compliance issues by providing direction, resources, guidance and training to meet the needs of member communities.

Examples of Work Plan Goals

- Develop an outline for a program that provides a basic understanding of Wisconsin Department of Commerce regulations and compliance.
- Assist in the development of an agenda for Wisconsin DCOMM awareness programs on lead and asbestos.
- Discuss the development of a trench rescue program.
- Develop a model emergency evacuation and security program for DPW and Utility facilities.



Risk Management Focus Group

Mission

The mission of the Risk Management Focus Group is the development and promotion of risk management principles and practices; and programs intended to minimize losses, reduce exposures and protect the financial integrity of CVMIC and its member organizations.

Examples of Work Plan Goals

- Develop an audit process for Section C of the Risk Assessment Instrument.
- Make recommendations to the Board of Directors on the top five Significant Program Awards recipients.
- Review the Risk Assessment process and recommend changes for improvement.
- Identify possible future training topics.



GROUP LIABILITY INSURANCE

A Mutual Partnership for Now and the Future

Group Liability Insurance Program

CVMIC's *Municipal Liability Insurance Program* provides comprehensive protection for cities' and villages' legal liabilities by offering third-party loss coverages in critical risk-exposure areas:

- *General Liability Insurance*
- *Automobile Liability Insurance*
- *Public Officials Errors and Omissions Liability Insurance*
- *Police Professional Liability Insurance*
- *Paramedic/EMT (Incidental) Medical Malpractice Insurance*

The program's structure can best be described as a fully capitalized risk-sharing pool. Each CVMIC member pays an actuarially determined risk premium for coverage limits of \$5,000,000 excess of its chosen self-insured retention amount.

CVMIC's program incorporates features that control the ultimate liability of its members. Rather than expecting its members to pay their self-insured retention (SIR) limits for every occurrence within a policy period, the policy provides an annual aggregate equal to four times the members chosen self-insured retention amount. After the aggregate limit has been met the policy will then respond on a first dollar basis.

To further protect CVMIC members' assets, the *Municipal Liability Insurance Program* provides comprehensive protection for members' legal liabilities by offering a third-party program which is designed to reinsure, most of its exposures to risk in the higher loss layers with commercial insurers and/or re-insurers. This allows CVMIC members to enjoy the guaranteed-cost benefits of the commercial marketplace when it makes good financial sense to do so.



VOLUNTARY GROUP INSURANCE OPTIONS

A Mutual Partnership for Now and the Future

Voluntary Group Insurance Program Options

Auto Physical Damage Insurance Program

- "Replacement Cost" valuation applies to most scheduled vehicles, mobile equipment or specialized equipment. Members can insure eligible items at rates competitive with the Local Government Property Insurance Fund.



Boiler and Machinery Program

- Offers a \$50 million per accident limit and allows members to select individual deductibles.
- Allows participating members to take advantage of a group-purchase structure and low, cost-effective rates not available on an individual basis.

Employment Practices Liability Insurance Program

- Offers coverage under one master policy, limits of \$1 million per member with deductible options.
- Participating members receive attractive pricing, broad coverage terms and risk management services.

Public Entity Excess Liability Insurance Program

- For those municipalities wanting higher limits, this program provides excess liability of \$5 million above the \$5 million offered by CVMIC.
- Allows participating members to take advantage of group-purchase structure and enjoy low cost effective rates not available individually.

Primary and Excess Worker's Compensation Insurance Program

- Provides low rates so members save money over individual purchase plans.
- Leads the industry in dividend programs. Depending on group performance, members can reap large rewards for good experience. (Primary program only).

Special Events Liability Insurance Program

- Low cost, convenient, short-term coverage designed specifically for purchase by tenants and users of the city-owned/operated facilities. Protects both sponsors and CVMIC members during concerts, weddings, parades, etc.

PRIMARY WORKER'S COMPENSATION INSURANCE PROGRAM

A Mutual Partnership for Now and the Future

CVMIC provides an innovative fully insured group dividend plan whose goal is to reduce CVMIC members' costs for Worker's Compensation. This state-of-the-art *Worker's Compensation Insurance Program* is designed to promote conscious work-safety practices that will result in fewer employee injuries and illnesses.

The *Worker's Compensation Insurance Program* provides all coverage and limits required by the State of Wisconsin. The program also insures all participating CVMIC members from the "ground up" (i.e., no deductibles), and has the potential to pay larger dividends for favorable claims experience than most other worker's compensation programs of this type.

Highlights of the Worker's Compensation Insurance Program are:

- *Superior Dividend Structure:* Designed to result in the lowest net cost for the participating CVMIC member.
- *A (Excellent) Rated Reinsurer (Best's Key Rating Guide):* Underwritten by Safety National Casualty Corporation.
- *No Assessment Liability:* Participating CVMIC members will not have to repay any dividends paid to them nor will insurance costs exceed the standard premium for Worker's Compensation (i.e. there is no retrospective penalty).
- *Level Dividend:* Program returns 10% of the earned premium to participating members regardless of loss experience. All dividends must be approved by the Board on a retrospective basis.
- *Additional Safety Dividend:* The program could return up to 70% of participating member premiums based upon the participating group's actual developed losses. All dividends must be approved by the Board on a retrospective basis.
- *Large Loss Protection:* Participating members will not be unfairly penalized for a catastrophic claim which could otherwise eliminate all earned dividends.
- *Employed Loss Control Specialist:* CVMIC staff includes four full-time loss control specialists dedicated to directly providing service to all participating program members.
- *Dedicated Claims Services Representative:* A Wisconsin-based Senior Claims Representative manages all Worker's Compensation claims for CVMIC.

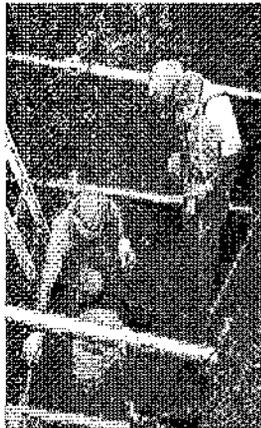


LOSS CONTROL SERVICES

A Mutual Partnership for Now and the Future

Loss Control Services Overview

CVMIC is able to provide loss control services to its members at a level unprecedented in the insurance industry or among public entity pools for a number of reasons. First, CVMIC is able to focus exclusively on Wisconsin cities and villages and is able to target its products and services to the unique characteristics and needs of these public entities. Second, CVMIC is able to take a long-term planned approach that is designed to meet the needs of each member. Third, and perhaps most importantly, CVMIC does this on a cooperative basis with active member participation. No other insurance company or public entity pool can match the level of service and support provided by CVMIC. This is even more impressive when one considers that these services are free to its members.

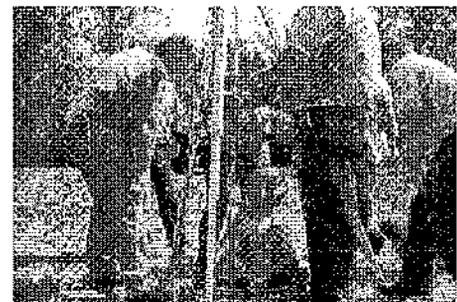


CVMIC's success directly reflects the involvement of its members in the process of developing policies, procedures, programs and resource materials that meet both internal and collective risk management loss control and safety needs of its members. CVMIC continues to focus on doing what is in the best interest of the entire membership. Staff continues to shift its training focus by placing more emphasis on on-site programming and offering regional training when and where it's most convenient to its members. CVMIC also continues to refine the process of working with its members to develop individualized work plans that target their specific risk management needs. These work plans have been expanded to cover multiple years but are updated on an annual basis. The risk assessment instrument continues to be a significant component in this process; the instrument is reviewed and updated every three years. CVMIC has also developed independent audits in such areas as Wisconsin DCOMM compliance and critical Human Resources policies and procedures.

Over the past 20 years, the level of loss control and risk management services provided to its members has increased dramatically. Currently, CVMIC loss control staff spend approximately 75 percent of their time performing field and training related services for its members. CVMIC's goal is to provide an average of eight days of on-site loss control service for each of its members. Member cooperation and participation in this process continues to reflect their commitment to the risk management process and has proven to be a valuable resource.

CVMIC's risk management and loss control efforts are provided in part through the following types of services:

- Provides access to risk management consulting resources.
- Offers a comprehensive risk assessment process.
- Develops an extensive training calendar that offers a wide variety of regional and on-site specific training programs.



LOSS CONTROL SERVICES

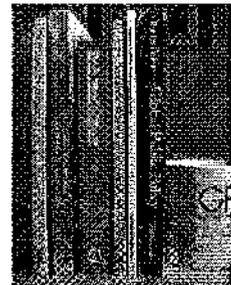
A Mutual Partnership for Now and the Future

- Facilitates meetings with elected, administrative, supervisory and field personnel to evaluate member safety and loss control programs.
- Provides member assistance in the development and implementation of safety programs and regulatory compliance activities.
- Conducts facility and park inspections and provides comprehensive follow up reports.
- Provides issue-specific risk management resource information for members.
- Offers on-site consulting services designed to raise member awareness regarding safety, loss control and risk management issues.
- Provides videos, resource documents, model policies, safety awareness material and other information to support member efforts to improve safety, loss control and risk management practices.
- Facilitates the cooperative development and annual review of member-specific work plans.
- Coordinates and facilitates focus groups to obtain issue specific information from members regarding service needs, training needs and other issues.
- Offers a comprehensive and secured web site.

Model Employment Practices and Human Resources Policies

CVMIC continues to develop comprehensive model policies for use by its members. Currently there are over 20 model employment practices-related policies for members to use in establishing applicable human resources policies, or as a comprehensive comparison when updating their existing policies. *Model policies currently available are:*

- | | |
|-----------------------------------|-----------------------------------|
| - ADA Title I and Title II | - AIDS Privacy |
| - Application Model | - At-Will Employment |
| - Citizen Complaints | - COBRA |
| - Code of Conduct | - Code of Ethics |
| - Drug and Alcohol Free Workplace | - Electronic Communications |
| - FMLA (Family Medical Leave Act) | - FLSA (Fair Labor Standard Act) |
| - Harassment | - Leave of Absence |
| - Open Records | - Reference and Background Checks |
| - Restricted Light Duty | - Violence in the Workplace |
| - EAP Program | - Employee Records and Retention |
| - Hiring | - Disciplinary Procedures |
| - Polygraph Testing | |



LOSS CONTROL SERVICES

A Mutual Partnership for Now and the Future

Additionally, CVMIC provides comprehensive model policies for member police departments to improve their own risk management efforts, minimize liability exposures and to meet the law enforcement agency policy requirements under Wisconsin statute. *The following policies are currently available to police departments:*

- Arrest Policy
- Bloodborne Pathogens Policy
- Citizen Complaint Policy and Citizen Complaint Form
- Harassment-Discrimination Policy
- Lock Up Policy
- Pursuit Policy
- Strip Search Policy
- Taser Policy
- Use of Force Policy



Model Safety and Health Compliance Policies

CVMIC also develops and provides model safety and health policies for use by its members as part of their compliance programming. Currently there are over 19 model safety and health-related policies for members to use in establishing applicable safety policies and practices or as a comprehensive comparison when updating their existing policies. *Model policies currently available are:*

- Asbestos Awareness
- Bloodborne Pathogens
- Chemical Hygiene Plan
- Confined Space Entry
- Ergonomics
- Excavation
- Fall Protection
- Flammable and Combustible Liquids
- Fleet Safety
- Hazard Communication
- Hearing Conservation
- Ice Safety Practices and Guidelines
- Lead Awareness
- Lead-Firearms
- Lockout/Tagout
- Personal Protective Equipment (PPE)
- Powered Industrial Trucks (PIT)
- Respiratory Protection
- Tuberculosis

LOSS CONTROL SERVICES

A Mutual Partnership for Now and the Future

Safety Committee Support

Loss control staff work very closely with a member's established safety committee. CVMIC's risk management service goal when working with safety committees is to assist in both short-term and long-range planning, provide team building support or act as a general resource providing information and guidance on a wide range of safety issues and concerns.

Regional Training Programs

CVMIC offers regional training programs for its members because it's an extremely cost effective service method. Regional programs are offered where a specialized trainer's cost would be prohibitive or when the potential group size would be too small if offered on-site. Topics for regional programs are generated from a variety of sources. The Board of Directors, Focus Groups, CVMIC representatives, training participants and CVMIC loss control staff contribute in identifying training needs and topics of concern that should be made available to all members. Changes in state or federal laws and professional standards can also be a reason for developing a regional program.

During a typical calendar year, CVMIC loss control staff coordinate or conduct an average of 54 regional programs that provides critical information to an average of over 1,300 member participants. Generally speaking, regional programs are equally divided between new programs, supervisory-related programs and critical issue programs. Regional programs may be repeated during the year if deemed necessary, and programs are conducted in three geographic areas statewide. Currently, Kimberly, Sun Prairie and the CVMIC offices are used to minimize member travel time. CVMIC will also conduct regional programs at other member locations provided there is sufficient interest.

On-Site Training Programs

CVMIC loss control staff have continued to progressively increase the amount of on-site training offered to its members. Annually a training plan is developed with each CVMIC member and the on-site training needs are identified and reviewed. Accommodating the member's specific training needs is always a priority.

In any given year, CVMIC loss control staff conduct an average of 500 on-site training programs. These on-site programs account for an average of 14,625 employee training hours for its members. Since every member has slightly different needs and requirements, the loss control staff are very flexible with respect to a program's length, start times and the number of offered programs.

Currently, most on-site safety-related training topics are approximately one hour and employment practices liability-related training is generally two hours. CVMIC's loss control staff are extremely cognizant and sensitive to each member's operational needs and understand the level of service that must be maintained for the general public.

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Videotape Resource Library

CVMIC has a large videotape resource library available for use by its members free of charge. This video library was developed as a training resource to supplement and support the in-house training efforts of its members. CVMIC is continuously previewing videotapes that are on the market for the most current and accurate content and videotapes are selected to meet the diverse training needs of all municipal departments. The library's video tapes can be researched by general topic areas and reserved on-line through CVMIC's web site. Videotapes are sent to the member within 48 hours.

Facility Inspections

CVMIC loss control staff schedule and conduct walk-through inspections at their CVMIC member's major facilities as part of the member's on-going service plan. These facility inspections are incorporated into a member's annual work plan and are designed to determine compliance with State and Federal workplace safety and health codes. But more importantly, the inspections function as a valuable learning tool for member staff on the various code requirements. A comprehensive follow-up report is generated and provides recommendations which are designed to assist members in bringing their major building into regulatory compliance. City Halls, Fire Stations, Water and Waste Water Treatment Plants, DPW Garages, Transit Terminals and Libraries are typical facilities that are scheduled for walk-through inspections.

Park Facility and Playground Equipment Inspections

CVMIC loss control staff schedule and conduct walk-through inspections at their member's park facilities as part of their on-going service plan. These park facility inspections are incorporated into the member's annual work plan and are designed to identify risk and liability exposures, ensure public safety and to determine compliance with established nationally recognized safety standards or guidelines. A comprehensive follow-up report is generated and provides recommendations designed to assist the member in bringing their park facility and its recreational amenities to a higher level of public safety. Park Buildings, Senior Centers, Athletic Fields, Skateboard Parks, Aquatic Centers, Wading Pools and Playground Equipment are typical park areas that are scheduled for walk-through inspections.

Worksite Safe Practices Assessments

Statistically 80 – 85% of all workplace injuries and accidents are caused, in part, by an employee's unsafe behavior. The more CVMIC members can eliminate unsafe employee behavior the fewer accidents they will experience. In the past, whenever CVMIC loss control staff has observed unsafe behaviors in the work place, the appropriate actions have been taken. However, CVMIC loss control staff now makes it a point to spend time observing member employees in the field to assess if the appropriate safe practices are being followed while performing normal job tasks.

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The purpose for the *worksite safe practices assessments* is to observe member employees while they are performing their jobs, from a safety standpoint, and note both appropriate and inappropriate behavior. CVMIC loss control staff will then provide immediate feedback to the member's employees and appropriate management personnel. Each worksite assessment will culminate in a report to the member representative. These worksite assessments are unannounced and coordinated through the appropriate member representative or their designee. Actions taken and the manner they will be reported will depend on the degree of the observed unsafe act. *Here is the reporting criteria:*

Minor Safety Violation – will be discussed in the field with the member's employee(s) and will be noted to management in general terms in the report (i.e. Employee has failed to wear hearing protection in a noisy environment where hearing protection should be worn).

Intermediate Safety Violation – will be discussed in the field with the member's employee(s) and the specifics will be detailed in the report to management (i.e. Employee was observed not wearing a seat belt while driving or a safety vest while working on a low speed /low volume street).

Significant Safety Violation – will be immediately reviewed with the member's employee(s) in the field and a call will be made to management to determine the appropriate course of action to be taken. The violation will be noted in detail in the report to the member representative (i.e. Employee has entered a confined space or trench clearly in violation of the safety standards and is in an immediate life threatening situation).

CVMIC's goal is to reinforce the safe behaviors and safe practices observed and to help correct any unsafe behaviors or practices. Any corrective actions that may need to be taken in the field will be done by the member's management personnel.

PowerPoint Presentations

CVMIC loss control staff have developed numerous PowerPoint training programs on a wide variety of safety, employment practices and supervisory topics. All of the developed PowerPoint training programs are available to CVMIC members for use in their in-service programming, and if desired, the member can customize the PowerPoint programs to meet the member's specific training content needs. The PowerPoint programs are available on CVMIC's secured web site and can be downloaded and customized for use by a member's internal trainers.

Customized Work Plans

CVMIC loss control staff develop customized work plans for each member. Work plan activities are established to assist the CVMIC member in areas identified as loss control deficiencies through the *Risk Management Assessment* process. Three year work plan activities are designed to reduce the member's risk and liability exposures, reinforce on-going required safety training for affected employees; establish applicable policies to attain regulatory compliance; establish employment-personnel policies to attain a level of best practices; and where desired, provide general staff development training. Then on an annual basis, the three year work plan is reviewed and modified to address any pressing needs.

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Risk Management Assessments

Every three years a comprehensive *Risk Management Assessment* process is conducted on-site with each member. This risk management assessment process addresses a wide variety of risk management, loss control and safety issues. Specifically, the *Risk Management Assessment* instrument that is used incorporates the assessment items and self-rated levels of compliance in the following organizational areas:

- General Loss Control and Risk Operations
- Fire and EMS
- Public Works
- Law Enforcement
- Park and Recreation

While the assessment process is extremely comprehensive in nature, it does not address every possible exposure faced by a CVMIC member. Rather, the process is intended to be one component in a cooperative effort between CVMIC and its members to reduce future loss exposures by working together to identify reasonable policies, practices and procedures. The success that both sides have experienced over the years with this process can be attributed to member cooperation and support.

Most members have at one time or another expressed the concern that the level of attainment CVMIC is looking for would be too much to accomplish without outside assistance. However, without exception, CVMIC has demonstrated that by working together, developing member specific priorities and establishing goals can efficiently meet the stated objectives. A *work plan* is jointly designed to be updated each year to provide a rolling three year planning horizon for the member. The goal of this process is to be aggressive but not to the point of overtaxing the member from a financial or staffing standpoint. CVMIC will provide assistance in the form of on-site loss control services, sample policies, training and recommendations regarding procedures and best practices.

When each member receives the follow up assessment summary report, members are encouraged to take a more detailed look at the assessment instrument as a part of their internal review. CVMIC encourages the member's departments to use the assessment instrument as a basis for developing department-specific loss control work plans. However, a member-wide work plan should be developed to avoid duplication of effort.

This risk management assessment process is not punitive and CVMIC does not link the results to premiums. More importantly, this process is part of a long term commitment by CVMIC to assist its members in improving various operational areas for the purpose of reducing exposure to loss.

Newsletters and Case Studies

CVMIC publishes a monthly newsletter for its members through Constant Contact. This newsletter is designed and published to disseminate relevant, timely and practical risk management information to its members. Newsletter distribution is done through an electronic e-mail system to designated recipients in each CVMIC member's organization. Each member is asked to identify those who would benefit the most in receiving the information.

LOSS CONTROL SERVICES

A Mutual Partnership for Now and the Future

The newsletter is designed to address relevant employment practices liability information, as well as reviewing pertinent training programs and providing model policies for supervisors and managers. It also keeps supervisory staff apprised of important changes in the law, tips on how to avoid costly mistakes, relevant case studies that relate to current issues and answers members' "frequently asked employment practices" questions.

The newsletter is also designed to address timely safety and health topics, provide relevant legal updates, share summary information from focus group activity and member surveys, highlight CVMIC Board actions and share critical information on minimizing risk exposures and reinforce effective risk management practices.

Resource Manuals

Over the years CVMIC loss control staff have developed a number of resource manuals for its member's use and reference. Resource manuals include *Supervisory Resource Manual*, *Fleet Safety*, *Contractual Risk Transfer and Use of Volunteers*. Any one of these resource manuals can function as a valuable resource tool within a member's organization.

The *Supervisory Resource Manual* is a comprehensive resource manual and resource tool for supervisors and managers that has a specific focus on critical employment practice areas. The resource manual is continuously updated so that supervisory staff have access to the most current information and it is designed to supplement and augment the on-going "Certificate in Supervision", "Senior Leadership Series" and the yearly "EPL Training for Supervisors and Managers" programming.

All of the resource manual's content areas incorporate applicable state and federal laws, pertinent fact sheets, checklists, sample EPL policies, commonly asked questions and answers, case studies, resource and reference listings and relevant court rulings. *The following are major content sections found in the supervisory resource manual:*

- Employment Law
- Supervisory Resources and Tools
- Basic Risk Management and Workplace Safety and Health
- Coaching Employees
- Teams and Process Management
- Developing a Highly Effective Workforce
- Understanding Employee Differences
- Modifying Unacceptable Employee Behavior

The *Fleet Safety Resource Manual* provides effective fleet-related driving safety rules, sample policies, driver license review procedures, vehicle inspection checklists and other best practices that can help in reducing or eliminating motor vehicle accidents. Using this fleet program as a model template can improve a member's fleet safety, as well as help reduce fleet operational costs.

LOSS CONTROL SERVICES

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The *Contractual Risk Transfer Resource Manual* provides effective risk transfer guidelines. Specifically, sample contract language is provided for waivers of liability, construction agreements, consulting-management operations, professional service agreements, facility use agreements, special events and rental facilities for lessor and lessee. This resource manual also presents a number of case studies to reinforce the risk transfer concepts. Focusing on contractual risk transfer when developing agreements and contracts will help reduce the member's risk and liability exposure levels during projects, as well as help reduce or minimize future claims costs.

The *Use of Volunteers Resource Manual* provides a sample programming package that is designed to assist a member in better managing the risks of volunteers. The manual identifies some of the risk management issues to consider in connection with a member's volunteer program. The manual provides sample volunteer application forms, screening and interviewing guidelines, safety checklists, sample coordinator and volunteer job descriptions, orientation outline, sample volunteer handbook, background investigation forms, release of liability forms and a host of other applicable state and federal laws.

All four resource manuals are available on CD-ROM which can be used by an individual, or the manuals can be installed on a member's internal network as a system-wide resource tool.

Human Resources Audit

The purpose of the *Human Resources Audit* is to conduct a more in-depth and thorough review of a member's Human Resources policies and practices than what occurs during the Risk Management Assessment. As a part of the audit CVMIC staff reviews policies, employee manuals, hiring files, OSHA logs, job descriptions and other related materials. Once the audit is completed, a detailed summary report highlighting program strengths and improvements will be provided for internal use. All recommendations that come from the audit are advisory in nature and shared with the member representative and Human Resources Director. To schedule a human resources audit a member can simply contact CVMIC's Loss Control Manager or EPL Specialist.

Safety and Health Program Audit

CVMIC loss control staff can provide an on-site Safety and Health Program audit. The purpose of this type of audit is to conduct a very comprehensive and thorough review of a member's safety and health program. As a part of the audit CVMIC staff will review safety and health policies, safety training records, loss runs, injury and accident reports and investigations, safety awareness efforts, facility inspection reports, emergency management plans, ergonomic assessments, first aid stations, security plans and other related practices and materials. Once the audit is completed, a detailed summary report highlighting program strengths and improvements will be provided for internal use. Like the Human Resources audit, all recommendations are advisory in nature and will be shared with the member representative and safety program coordinator. To schedule a safety and health program audit a member can simply contact CVMIC's Loss Control Manager.

LOSS CONTROL SERVICES

A Mutual Partnership for Now and the Future

Special Membership-Wide Initiatives

From time to time the CVMIC loss control staff may identify a special member-wide compliance need that is best addressed as a universal initiative that spans and involves all members.

These initiatives can be short-term or long-term in nature. *Examples of member-wide initiatives are:*

- Annual EPL training for supervisors and managers
- Confined space entry awareness and non-entry rescue training
- Excavation and trenching competent person and rescue training
- Fleet safety program assessments
- Risk Management assessments
- Member surveys

Supervisory and Management Development

The Certificate in Supervision program is designed to provide new supervisors or soon to be new supervisors with training on a wide range of supervisory/management topics. This should assist them in building the skills necessary to do their jobs as effectively as possible. Participants can attend all eight two-day sessions or they can attend which ever sessions most apply to their job. In order to receive a "Silver" Certificate in Supervision a participant has to attend at least four sessions. To receive a "Gold" Certificate in Supervision a participant must attend all eight sessions.

The first seven sessions are all free standing programs that can be taken in any order. The material in session #8 is a culmination of material from the first seven sessions. While not required, participants are encouraged to complete sessions 2, 3, 4, 6 & 7 prior to taking this session.

CVMIC offers all eight sessions at least once each spring and fall and we vary the location between Milwaukee, the Fox River Valley and the Madison area. These sessions are available to new supervisors, experienced supervisors or individuals who are not supervisors today but would like to be a supervisor in the future.

Current *Certificate in Supervision* sessions topics are:

- Employment Law
- Supervisor Resources and Tools
- Basic Risk Management and Workplace Safety and Health
- Coaching Employees
- Teams and Process Improvement
- Developing a Highly Effective Workforce
- Understanding Employee Differences
- Modifying Unacceptable Employee Behavior



LOSS CONTROL SERVICES

A Mutual Partnership for Now and the Future

The *Senior Leadership Series* is a management development program designed and geared for a member's top management staff. The series is offered to its members on-site for senior managers since it is often difficult for them to attend training off-site due to their responsibilities and busy work schedules.

The series consists of a number of two-hour mini-programs on a variety of management-oriented topics and information. One of the mini-programs or any combination of mini-programs up to three can be conducted on-site on a daily basis. Program format will vary depending on the topic and needs of the member. Lecture, small group discussion, facilitated round table discussion and quiz-based are some of the formats used in the series design. Where necessary, the mini-programs can be tailored specifically around a member's policies or practices where applicable. The *Senior Leadership Series* can be brought on-site to a member's location when there are at least ten participants.

Employment Practices Liabilities (EPL) Training for Supervisors and Managers is provided for all members to ensure that supervisory personnel are cognizant of critical regulatory areas. Each year this specific training is conducted on-site to accommodate each member and is two hours in duration. Over the years, topics have included areas such as: FLSA, FMLA, Wrongful Termination and Documentation. Each selected topic is chosen and designed to create consistency on employment practice activities and to prevent or reduce claims and liability exposures.

Safety Awareness Materials

CVMIC develops and provides its members a number of safety awareness materials for use internally to support and enhance the member's organizational safety culture. *Safety awareness materials available are:*

- Safety Posters
- Safe Talks
- Safety Brochures
- Safety Reminders — Wallet Cards
- Safety and Health Advisories

Each year members receive 18 *safety posters* and accompanying *safe talks* for internal use. Posters and safe talks are developed on key safety and health issues such as: personal protective equipment, fire safety, fleet safety and general safety; and are made available to each member at their annual work plan meeting facilitated by their loss control representative. Previously published posters and safe talks are now available on-line through CVMIC's secured web site for its members.

CVMIC also provides safety brochures for internal use or as part of on-site training. Here is a partial list of available safety brochure topics: *Bloodborne Pathogens, Confined Space Entry, Electrical Safety, Ergonomics, Fire Safety and Prevention, Hazard Communication, Hearing Conservation, Ladder Safety, Lockout/Tagout, Machine Safeguarding, Personal Protective Equipment (PPE), Respiratory Protection and Workplace Violence.*

Potential Safety Brochure Usages

- Safe Talks
- Safety Training Handouts
- New Employee Orientations
- Seasonal Employee Orientations
- Safety Awareness Program Support
- Safety Fairs
- Paycheck Stuffers
- Safety Committee Briefings
- Member Customization

SIGNIFICANT PROGRAM AWARDS

A Mutual Partnership for Now and the Future

What is the Significant Program Awards recognition program?

CVMIC coordinates an annual recognition program designed to encourage all of its members to share programs, procedures and resources that they have developed in the areas of risk management, safety and loss control. CVMIC members have used a number of these programs to improve their own risk management efforts.

Who is eligible?

All CVMIC members are eligible to submit significant programs that have been developed and implemented in their respective municipalities.



How does this recognition program work?

An electronic announcement letter is sent out to all the designated CVMIC member representatives in late March each year and includes an entry form attachment. The entry period is approximately four months and ends in late July each year. An article is placed in CVMIC's newsletter and electronic reminders are sent out during the entry period to each member's CVMIC representative. All completed entry forms and pertinent support materials are then submitted directly to CVMIC.

What do you receive if your entry is selected as an award winner and how do you receive this?

The top five rated award winners will be eligible for the pre-approved purchase of a \$1,000 item or service that is related to safety, risk management or loss control. No cash incentive payments will be made.

Winners purchase the item or service and then forward their invoice to CVMIC for reimbursement. Past winners have used this incentive payment for purchasing a digital camera, specialized personal protection equipment, an eye wash station installation and a VCR for viewing safety videos, to name just a few. Each award winner also receives a plaque and is publicly recognized at CVMIC's annual membership meeting held each October. An article announcing the winners and a synopsis of their entry appears in the Company's November newsletter.

Are there program entry guidelines?

Yes, submissions that are substantially similar to previous award winners are not eligible. In addition, if a member has previously submitted an entry that did not receive an award, it can be re-submitted with documentation on how it has substantially changed from the original submission. Each year a member may submit up to three entries, but no more than one entry from any one department.

How do I know if a similar program has been submitted?

CVMIC has published and maintains a **Significant Program Awards Catalog** that identifies each program submittal and the winners from each year since the program's inception in 1999. Copies of the catalog are available to all members for their use and information.

SIGNIFICANT PROGRAM AWARDS

A Mutual Partnership for Now and the Future

Who reviews and selects the award winners?

The submitted entry forms and supporting materials are initially reviewed by the Risk Management Focus Group utilizing evaluation criteria which has been approved by the Board of Directors. Each calendar year recommendations are forwarded to the Board for their September meeting. The decision of the Board is final.

What is the selection criteria used by the Risk Management Focus Group?

The annually submitted programs are judged by assigning points in each of the following criteria:

Program Development and Implementation

This category assesses the level of participation of the member community. Programs developed by an outside consultant would receive fewer points while more points would go to programs that are a cooperative development of the individuals that are impacted. More credit is given for programs that are pro-actively developed rather than in response to compliance orders.

Significance

Points are assigned based on the perceived impact on the municipality as a whole. Fewer points are provided to programs that impact an individual department or have little impact on employees while more points are awarded to programs that improve the quality of life of employees, reduce exposures or protect the life, property or resources of the municipality. Consideration is given to reflect the extent the program is accepted or can be used by employees in the community.

Transferability

Consideration is applied to the ease of which this program could be implemented by other CVMIC members. Programs that are readily transferable to other members with minimal cost or modification would score better.

Costs and Benefits

Points are assigned based on the impact on employee productivity. Other considerations include the cost of implementation (staff time and resources) and cost of maintaining the program. For example, scoring consideration would be given to programs that prevent Department of Commerce citations or reduce the frequency or severity of claims.

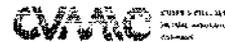
Quality and Innovation

Points are assigned based on the degree to which materials or ideas for the program came from outside sources or reflect unique or original ideas of the member. Again, consideration is given as to which ideas can be transferred and used elsewhere.

WEB SITE AND ON-LINE SERVICES

A Mutual Partnership for Now and the Future

CVMIC's web site has evolved over time. It started out as a basic informational web site, to one that has now become an interactive resource site for its members. The CVMIC web site is constantly expanding and now provides members with the following information and resources with access to secured areas that contain valuable resource tools. Here is an overview of the web site's components and links:



[Home](#) | [About Us](#) | [Company Background](#) | [Training](#) | [Loss Control Services](#) | [CVMIC Insurance Products](#) | [Ask Ken, FAQ](#) | [CVMIC Staff](#) | [Secure Web Site](#)

CVMIC Insurance Products

A.M. Best Rating

2005 A.M. Best rating of A- (Superior) is the highest rating assigned to any mutual insurer in the United States. This rating is based on the company's financial strength, operating performance, and ability to meet its obligations to policyholders.



Mission Statement

CVMIC is a mutual insurance company that provides a wide range of insurance products to its members. Our commitment is to provide the highest quality, most competitive rates and service to our members.



CVMIC
One South
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Chicago, IL
60601
Phone: 312.329.8800
Fax: 312.329.8801
www.cvmic.com



New CVMIC Members Only Site

- **Company Background and Links to ..**
 - Members Directory
 - CVMIC Newsletters
 - CVMIC Case Studies
 - Meeting Calendar
 - Financial Reporting
 - Focus Groups
- **Training and Links to ..**
 - Regional Training Calendar
 - Regional Program On-Line Registration and Electronic Confirmation
- **Loss Control Services and Links to ..**
 - CVMIC Resource Library
 - Video Resource Library and On-Line Ordering
 - Loss Control Resources
 - Model Safety Policies
 - Model EPL Policies
 - Training Program Descriptions
 - Safety Awareness Materials (Published Posters and Safe Talks)
 - PowerPoint Presentations
 - Loss Control-Related Web Site Links
- **CVMIC Insurance Products and Links ..**
 - Liability Insurance Program
 - Liability Claims Forms
 - Group Purchase Optional Programs
 - Worker's Compensation Program and Reporting Procedures
 - Worker's Compensation Forms
- **Ask Ken, FAQ**
 - Questions and Answers
- **CVMIC Staff and Links to ..**
 - Members
 - CVMIC Staff
 - Board of Directors
 - Committee Assignments
 - Consultants
- **Auto Physical Damage (SECURED)**

How does the secure website work?

Click on the "New CVMIC Members Only Site" link found on the homepage of CVMIC's website (www.cvmic.com). From there you will be taken to a login screen that will ask for a username and password.

If you are a new user and this is your first time to the secured site, you can register by clicking the link "New Users: Click Here To Register" near the bottom of the login page. New users will have to provide a CVMIC member email address since only CVMIC member email domains are allowed access to this site. A yahoo, hotmail or any other email account outside of the CVMIC member domain will not work. After you have registered, a confirmation email will then be sent to your account and you will need to confirm your registration. Once that is completed you will have access to the secure information.

CLAIMS MANAGEMENT

A Mutual Partnership for Now and the Future

Liability Program

Since 1993 CVMIC has administered liability claims in-house. The transition to an in-house service was recommended to ensure the consistency and quality in claims handling, maintain cost controls and to improve the flexibility and variety of claims reports available to members. The in-house claims operation is reviewed annually to determine if these goals are being met. Since bringing the claims process in-house, the per-claim fee charged to members has remained the same. This means that CVMIC has held the line on costs.

CVMIC's loss history continues to be extremely favorable. CVMIC has been able to maintain its surplus and keep its loss ratio well below actuarial predictions. Continued success requires that both CVMIC and its members be actively involved in monitoring the development of claims and continue to work in partnership to ensure claims and incidents are reported promptly and correctly.

CVMIC contracts for an annual independent claims audit of both the liability and worker's compensation programs.

Worker's Compensation Program

In 1998, CVMIC brought the Worker's Compensation Program in-house and over time, the cumulative loss experience of this program is running below actuarial projections. CVMIC's favorable loss experience with this program is due to a combination of aggressive claims management, pro-active loss control and active participation and involvement by the members in the handling of claims and in the loss control process. Specific loss control efforts are targeted utilizing loss information and these efforts continue to be fostered to better direct loss control resources to problem areas on both a member specific and group basis. CVMIC staff continues to work cooperatively with its members to handle claims and aggressively address loss control issues in order to build on CVMIC's record of success.

ORDINANCE AMENDING CHAPTER 7.27
POSSESSION AND USE OF SYNTHETIC
CANNABINOID SUBSTANCES PROHIBITED

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

Section 1, Chapter 7.27, Possession, Sale and Use of Synthetic Cannabinoid Substances Prohibited, is hereby deleted in its entirety and amended to read as follows:

Chapter 7.27.010. The provisions of Section 961.14 (4) (tb) to (ty) and 961.41 (3g) (em) and all acts amendatory thereof and supplementary thereto relating to possession and use of substances prohibited therein (synthetic cannabinoids) exclusive of the penalty provisions are adopted as a portion of this chapter.

Chapter 7.27.020. Penalty. Any person who violates this chapter shall upon conviction thereof forfeit not less than \$300 nor more than \$700 together with costs of prosecution and other costs, and in default of payment for such forfeiture and costs shall be imprisonment in the County Jail until full payment is made, but not to exceed 60 days.

Ordinance introduced by Councilmember _____, who moved its adoption. Seconded by Councilmember _____.

AYES:

NOES:

ABSENT:

ADOPTED:

Kevin Brunner, City Manager

Michele R. Smith, City Clerk

ORDINANCE AMENDING SECTION 1.21.010
SCHEDULE OF DEPOSITS

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

SECTION 1: Whitewater Municipal Code Section 1.21.010 is hereby amended by deleting those deposits set forth under 7.27.030A and 7.27.030B.

SECTION 2: Whitewater Municipal Code Section 1.21.010 is hereby amended to add the following:

<u>CHAPTER OR SECTION NUMBER</u>	<u>OFFENSE</u>	<u>DEPOSITS AND COSTS</u>
7.27	Possession and use of synthetic cannabinoid substances prohibited	1 st offense - \$400 plus statutory penalty assessment, jail assessment, court costs and crime lab assessment

SECTION 3: This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Councilmember _____, who moved its adoption. Seconded by Councilmember _____.

AYES:

NOES:

Kevin Brunner, City Manager

ABSENT:

Michele R. Smith, City Clerk

ADOPTED:

MEMORANDUM

C-1

To: Kevin Brunner, City Manager
Fr: Dean Fischer, Director of Public Works
Date: December 14, 2011



Subject: Milwaukee Street Reconstruction Design

Staff conducted a Public Information meeting for the reconstruction of Milwaukee St. (Wisconsin to Esterly). Several design items were discussed such as sidewalk width, bicycle lanes, street width, and the design of the traffic lanes for both the residential and commercial sections.

Staff needs direction on the following items so that design can move forward:

- Sidewalk width & amount of sidewalk to be replaced
- Street design (typical section) in the residential area (Wisconsin to Dann)
- Street design (typical section) in the commercial area (Dann to Esterly)

Sidewalk width and amount of sidewalk to be replaced

Considerations:

Sidewalk width on Milwaukee Street now is four feet

The city's standard for new sidewalk is five foot

The project scope for sidewalks was to replace only the four foot sidewalk that would be disturbed by the construction such as installation of utility services at an estimated budget amount of \$46,350

If the entire sidewalk is completely replaced, the engineers will have more ability to change the street alignment or grades in the design.

The extra foot for five foot sidewalks would come from the right of way, thus reducing the terrace width in the commercial section only as the terrace width would be widen in the residential section

Public comments received:

Snow storage is an issue now

If you lose another foot of right of way, what happens to the terrace trees

I do not want five foot sidewalks

Options:

1. Replace the four foot sidewalks that are disturbed by construction based on survey and preliminary design - \$40,300
2. Completely replace all the four foot sidewalk with four foot sidewalk - \$64,800
3. Completely replace all sidewalk with five foot sidewalk - \$79,900

Street design:

Considerations for both residential and commercial areas:

Parking or no parking

Bicycle lanes

Terrace width (reduce street width)

Pedestrian islands

Terrace trees

Street design (typical section) in the residential area (Wisconsin to Dann)

Options:

1. 43 feet B-B: This typical section allows for 4 foot wide bike lanes but no parking. The travel lanes are 11 feet wide at the pedestrian island locations and 15 feet elsewhere. This cross section limits future flexibility with restriping to a different configuration. This typical section results in terraces that are 3 foot wider than existing terraces if 4 foot sidewalk is used and 2 foot wider than existing terraces if 5 foot wide sidewalk is used. ***Please see typical section attachment***
2. 45 feet B-B: This typical section allows for 4 foot wide bike lanes but no parking. The travel lanes are 12 feet wide at pedestrian island locations and 16 feet elsewhere. This cross section allows future flexibility with restriping to a different configuration. This typical section results in terraces that are 2 feet wider than existing terraces if 4 foot sidewalk is used and 1 foot wider than existing terraces if 5 foot wide sidewalk is used. ***Please see typical section attachment***

Public comments received:

Pedestrian islands are needed at both Dann and Ridge Streets
Pedestrian islands and wider terraces would result in some traffic calming
Added terrace will allow for better terrace tree planting area
I do not want my terrace reduced as snow storage is an issue now
I do not want five foot sidewalks
Will the pedestrian islands have perennial plantings or stamped concrete – I prefer plantings

Street design (typical section) in the commercial area (Dann to Esterly)

1. 49 feet B-B: This typical section would allow for 4 foot bike lanes with no parking. The travel lanes would be 11 feet wide. The TWLTL (Two Way Left Turn Lane) would be 14 feet wide. The 49 foot street width is the same as existing, so the terraces would stay as they are if 4 foot wide sidewalk is used. The terraces would be narrowed by 1 foot if 5 foot wide sidewalks are used. ***There is no typical section attachment***
2. 49 feet B-B: This typical section allows for a 13 foot wide shared lane for parking and bikes. The travel lanes are 11 feet wide. This street width allows the street to be restriped in the future to eliminate the parking and designate a TWLTL (Two Way Left Turn Lane) with bike lanes. The 49 foot street width is the same as existing, so the terraces would stay as they are if 4 foot wide sidewalk is used. The terraces would be narrowed by 1 foot if 5 foot wide sidewalks are used. ***Please see typical section attachment***

Public comments received:

We have trouble now with snow storage with the terraces the size they are.
I do not support bike lanes if it means eliminating parking
I need parking for my customers
I do not want terrace trees as they provide visibility problems
Consider planting trees behind the sidewalks

Terrace Trees

I want council to know that some of the terrace trees will need to be removed or transplanted especially to accommodate the installation of the deep sewer between Dann and Green Streets. Chuck Nass' tree inventory indicates trees that should be transplanted, removed, or saved. Staff wants to include quality terrace tree plantings particularly in the residential section as part of the project. Staff suggests that we work with the commercial property owners to get plantings done behind the sidewalk.

Staff recommendations:

Sidewalks:

Option 3: Complete replacement of sidewalks with 5 foot sidewalks as it will meet the City's standards and provide street design flexibility for the engineers.

Residential street section:

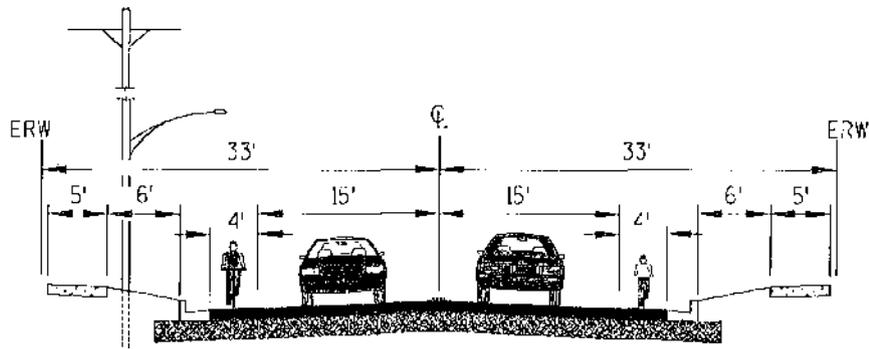
Option 2: The 45 feet B-B section widens the terrace to allow for better terrace planting. Narrowing the street along with the pedestrian islands will create traffic calming. This typical section allows flexibility to restripe the street to another configuration.

Commercial street section:

Option 2: This 49 foot section allows for the parking that the commercial owners did not want to lose, yet allows for bike lanes. Terrace planting will be a challenge, plus some of the property owners do not want terrace trees. Consideration must be given to trying to do planting behind the sidewalks similar to the area in front of Frawley's new building.

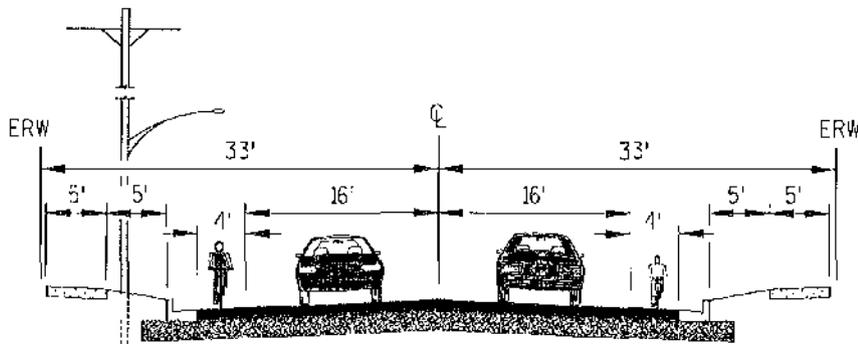
Bike lanes: Staff fully supports including bike lanes on this reconstruction project. Bike lanes will be required in the design of the Milwaukee/Newcomb intersection because Federal Highway dollars are being used for the funding. With the bike trail from North St to Main St being constructed this spring as part of the North Street project and bike lanes on Milwaukee St, the only connection needed will be the Downtown Eastgate project.

Please place this on the council's December 20 agenda for consideration and action.



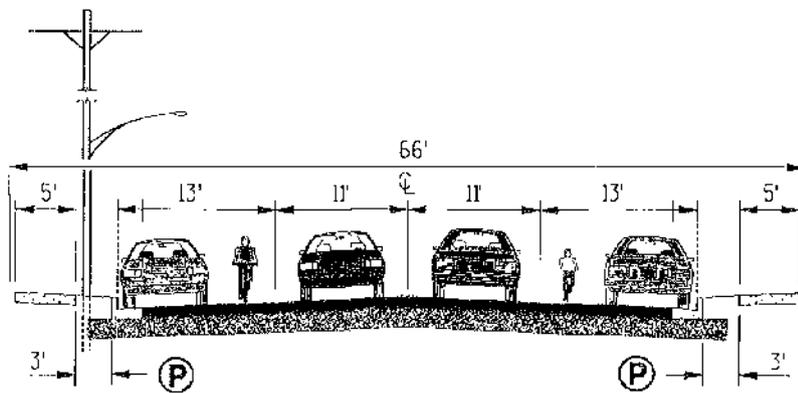
FINISHED TYPICAL SECTION (43'B-B)

**RESIDENTIAL CORRIDOR
WITH BIKE ACCOMMODATION**



FINISHED TYPICAL SECTION (45'B-B)

**RESIDENTIAL CORRIDOR
WITH BIKE ACCOMMODATION**



FINISHED TYPICAL SECTION (66'B-B)

**BUSINESS CORRIDOR
WITH SHARED PARKING AND BIKE LANE**

TYPICAL SECTIONS

MILWAUKEE STREET RECONSTRUCTION

**CITY OF WHITEWATER
WALWORTH COUNTY, WISCONSIN**

1427 JOB



**MEMORANDUM**

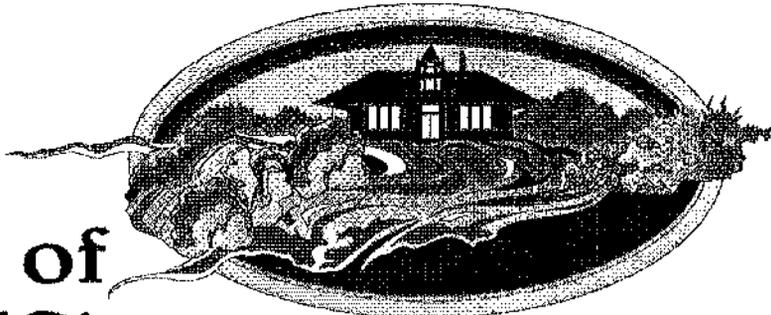
TO: City Manager & Common Council
FROM: Cameron Clapper
SUBJECT: Employee Manual Updates
DATE: 12/15/2011

As a result of changes in state law earlier this year, labor agreements for general employees that expire on December 31, 2011 will not be renewed. New agreements will only reflect negotiated base wages. With the dissolution of the current agreements, many of the long-standing policies found in these labor agreements needed to be reviewed and, where appropriate, integrated into the City of Whitewater Employee Manual. Directors from all departments within the City were asked to meet collectively and review the current agreements and make recommendations on what policies should be integrated into the manual. The updates and additions to the draft manual included with this memo represent the result of those meetings as well as meetings with the City's labor attorney.

This new edition of the City of Whitewater Employee Manual reflects the appropriate updates and alterations as discussed in closed session during the meeting of the Common Council on December 6, 2011.

Some policies relating to specific departments were not incorporated into this manual, but will remain a part of the operating policies within the departments to which they apply.

Staff is seeking the Common Council's approval of this edition of the City of Whitewater Employee Manual, and recommends approval.



City of
WHITEWATER

Employee Manual

Vision Statement: *Building upon our rich history, we will continue to be a welcoming, safe, and dynamic community. We will embrace the cultural and educational opportunities that the presence of a thriving university and an increasingly diverse population offers.*

We will seek to continually improve and make Whitewater strong by fostering public trust and confidence in our government. We will encourage a community characterized by a spirit of openness and fairness that encourages individuals to participate publicly and prosper personally. We will maintain a high quality of life through careful stewardship of all of our many resources.

Mission Statement: *The City of Whitewater provides efficient and high quality services which support living, learning, playing and working in an exceptional community.*

City of Whitewater
312 West Whitewater Street
Whitewater, WI 53190
(262) 473-0500

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I. OVERVIEW/INTRODUCTION

About the City of Whitewater

The Whitewater area was settled in 1836. On April 2, 1885, Whitewater became a City with the adoption of a City Charter. Whitewater has a rich history and many traditions. We encourage you to learn about the City's history because it will help you better understand the City today. The citizens of Whitewater have chosen the Council/Manager form of government. The City Council governs the City of Whitewater with the assistance of a professional City Manager who serves as the Chief Executive Officer of the City.

Purpose of This Employee Manual

The purpose of this manual is to communicate for you the City's system for administration of all personnel matters. Please read through it carefully. It will provide you with basic information about your employment with the City.

The goal of uniform personnel practices is to ensure that the principles of fairness and merit are the basis of all personnel matters. In addition, the intent of this manual is to assist in establishing a safe, effective and efficient work place for City employees.

This manual has been prepared for informational purposes only. None of the statements, policies, procedures, rules or regulations contained in this handbook constitute a guarantee of employment, a guarantee of any other rights or benefits, or a contract of employment express or implied. Unless otherwise specified by law, statute, ordinance, an employment contract or a collective bargaining agreement, all City employees are employed at will, and employment is not for any definite period. Termination of employment may occur at any time, with or without notice, and with or without cause at the option of the City or the employee. The City may modify or eliminate the provisions set forth in this manual at any time with or without notice. This manual supersedes all previous manuals, statements, policies, procedures, rules, or regulations given to employees, whether verbal or written.

For all employees covered by a collective bargaining agreement, on issues that may conflict with this manual the applicable collective bargaining agreement takes precedent over this manual.

Organization Chart – See Appendix A.

City Council Vision for Conduct of City Employees

The City Council is dedicated to a management philosophy that puts the citizen first. Citizens are the focus of all of our services. We are committed to quality customer service. It is important that you as an employee of Whitewater support the efforts of the City Council, and thus, the City Manager in governing the City. Decisions made by the Council and City Manager are based on the City's long term goals. As a team, we can and will achieve those goals in the best interests of the City.

The City expects that you as an employee of the City will promote the City's best interests and will assist all those involved in City government to build goodwill with citizens. In the course of

your work, you will come in direct contact with our citizens and at those times you are the "city." The citizen forms an opinion of the City based on his/her interaction with you, thus your performance, attitude and appearance are critical. Please think of all interactions you have with citizens in this way!

What Whitewater Provides Its Employees

The City of Whitewater believes in creating and ensuring a harmonious working relationship between all employees and between employees and our customers – the citizens of Whitewater. In pursuit of this goal, Whitewater will as your employer strive to:

1. Provide an interesting, challenging, and rewarding workplace and work experience.
2. Hire employees on the basis of skill, training, ability, attitude and character without discrimination with regard to age, gender, color, race, creed, national origin, religious persuasion, marital status, political belief, citizenship status, ancestry, sexual orientation, veteran status or a disability that does not prohibit performance of essential functions.
3. Compensate all employees fairly based on the City Council's established pay plan or based on negotiated labor agreements.
4. Review wages, employee benefits and working conditions regularly with the objective of being competitive in these areas consistent with sound business practices.
5. Provide vacation, sick leave and holidays to all eligible employees.
6. Provide eligible employees with health and welfare benefits.
7. Take prompt and fair action on any complaint which may arise in the everyday conduct of business to the extent it is practicable.
8. Treat all employees with courtesy, respect and consideration.
9. Provide work spaces and offices that are comfortable, orderly and safe.
10. Promote employees on the basis of their ability and merit (consistent, if applicable, with labor agreements in effect).
11. Keep all employees informed of the City's overall goals, objectives and activities.
12. Promote an atmosphere in keeping with the City's vision, mission, and goals.

Amendments to this Manual

This employee manual shall be reviewed and updated as needed at the discretion of the City Manager. Policy changes shall be subject to City Council approval.

II. EMPLOYMENT

The City of Whitewater has established a recruitment and selection process that is intended to result in the hiring of employees on the basis of skill, training, ability, attitude and character without discrimination. The City is an equal opportunity employer. The selection process works to match the best person to the position available. The best person will have the necessary skills and ability and also will be someone that is comfortable working with our team to achieve the City's goals.

Position Descriptions

Each department will have a binder containing all position descriptions that pertain to that department. The Human Resources Department will have a complete set of position descriptions.

Recruitment and Selection Process

Recruitment, application and selection of individuals for employment with the City will be done in accordance with equal employment opportunity laws and regulations. The procedures being described in this section will be used for all regular full and part time positions that the City Council has funded through the annual City Budget. The City Manager authorizes positions to be filled and the position must appear in the Staffing Resolution adopted by the City Council before a recruitment and selection process can be undertaken. Limited term positions are exempted from these requirements. The Police and Fire Commission holds the authority for recruiting and selecting protective service positions within those Departments. The Library Board through the Library Director holds the authority for recruiting and selecting Library employees. Therefore, for those Departments, the following process may or may not apply.

The following steps are included in the recruitment and selection process:

1. The Department Director notifies the Human Resources Department that a City Manager authorized position is vacant. This begins the hiring process.
2. Internal posting is generally done for all City positions. If the situation so requires, the Human Resources Department may initiate both internal and external advertisement of an open position. Where applicable collective bargaining agreements will be followed.
3. The Human Resources Department will forward the applications of all qualified individuals from the internal advertisement to the Department Director for review. Vacancies may be filled from within by promotion, transfer, or demotion of qualified applicants whenever practical and whenever in the best interests of the City.
4. Vacant positions will not necessarily be advertised externally if a qualified applicant is found by reviewing the active application file or through internal recruitment. The active application file consists of a file of applications submitted within the last 12 months during previous recruitment efforts. The Human Resources Department will forward active file applications to the Department Director as well as those resulting from internal posting.
5. The Human Resources Department will list job openings with appropriate external sources.
6. Individuals who wish to be considered for advertised positions are required to complete a City Employment Application Form. Individuals with a current application on file with the Human Resources Department may have their application considered by notifying the Human Resources Department of their interest. Current City employees may apply for these positions and may be considered with other external applicants.
7. After recruitment has been closed, no subsequent applications may be accepted or referred. If a position is not filled, and the Department Director requests more applications, the position must be re-opened in order to allow all interested individuals an opportunity to be considered.

8. An application will remain active for one (1) year. The application process shall be subject to the open records law of the state of Wisconsin. The identity of an applicant can remain confidential under the Wisconsin Statutes if the applicant makes such a request in writing. When an applicant becomes a finalist for a position, the identity may then be disclosed as required by law.
9. Following prescreening, the Human Resources Department forwards applications to the Department Director. The Department Director and the Human Resources Department selects those applicants desired for an interview.
10. Interviews are arranged and conducted.
11. The Department Director notifies the Human Resources Office if pre-employment testing and/or post offer pre-employment physical examinations are required. An applicant may be examined by a doctor of the City's choice at the City's expense.
12. A criminal background check and a detailed reference check regarding the education and employment history of the final candidate(s) will be conducted.
13. A final selection is made and the applicants are notified of the selection.

Immigration Reform and Control Act of 1986 (IRCA)

This federal law intends to reduce illegal immigration by removing employment opportunities for those who are in the United States illegally. Under this law, the City may only hire citizens and aliens who are authorized by the Immigration and Naturalization Service to work in the United States. To comply with this law, applicants for City positions may be informed that, if offered employment, they may be required to attest, under penalty of perjury as to their employment eligibility and produce an original document or documents which are genuine and legally acceptable to establish their identity and employment eligibility, as listed on the I-9 Form of the Immigration and Naturalization Service. No inquiries may be made regarding citizenship or natural origin.

Exception: the verification requirements of ICRA do not apply to persons in continuous employment with the City since November 6, 1986 or earlier.

Work Rules

Business Hours

The Municipal building is generally open to the public for business Monday through Friday from 8:00 a.m. to 5:00 p.m. Other City buildings' hours for business may vary. An employee's particular hours of work and the scheduling of breaks is determined and assigned by the Department Director (or Department Supervisor should the Director so designate).

Attendance

Employees are expected to be at work and ready to work at the beginning of their assigned work hours. Failing to report for work, habitual lateness and/or absences will be cause for corrective action up to and including termination.

Reporting Absences from Work

In the event an employee finds it necessary to be absent from work due to illness, injury, or other emergency, he/she must contact their immediate Supervisor directly by telephone as soon as possible prior to the start of their scheduled work time, unless the employee is unable to give

such notice because of the illness, etc. If the immediate Supervisor cannot be reached, a voice mail message will be acceptable. When calling to report absences, employees must state: their name, department, supervisor's name, shift, specific reason for the absence and the date they are expected to return to work.

Should an employee be unable to return to work by the "expected date," he/she must notify their supervisor providing the same information as noted above. Employees not calling in will be considered absent, with "no report."

An employee off work due to illness or injury for an extended period must keep their Supervisor informed weekly of their progress so that the Supervisor can plan work and work schedules.

Employees who are absent for three (3) consecutive work days without notifying their Supervisor will be considered as having voluntarily resigned unless failure to do so is for proper cause. If an employee has been under a doctor's care for an injury, he/she must obtain a doctor's release before they will be allowed to return to work. In addition, employees off with an illness of three (3) or more consecutive work days will be required to provide a dated doctor's slip stating the nature of the illness.

Unusual or Undesirable Working Conditions (Severe Weather or Other Emergencies)

When the Municipal Building is closed by the City Manager or his/her designee because of inclement weather, loss of adequate building heat, light, or use of all sanitary facilities for a period of time in excess of four (4) hours, employees shall choose from one of the following options:

- If already at work, be paid for actual hours worked and choose to use vacation time or compensatory time for hours not worked.
- Not report for work and utilize a day of vacation or compensatory time.
- Make up the lost time at a date agreeable between the Supervisor and the employee.
- Hourly, non-exempt employees may take the time unpaid if all vacation and compensatory time has been used or with Supervisor approval.

In any case, employees should notify the Supervisor immediately upon notice of their choice.

In the event the Municipal Building is NOT closed by the City Manager or his/her designee and an employee does not report to work due to inclement weather he or she shall choose from one of the following options:

- Utilize a day of vacation or compensatory time with Supervisor approval.
- Make up the time at a date agreeable between the Supervisor and the employee.
- Hourly, non-exempt employees may take the time unpaid if all vacation and compensatory time has been used or with Supervisor approval.

In any case, employees should notify the Supervisor immediately upon notice of their choice.

Equal Employment Opportunity & Americans with Disabilities Act Compliance

The City of Whitewater is an equal employment opportunity employer. Employment decisions are based on merit and City needs and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. Whitewater complies with the law regarding reasonable accommodation for employees with disabilities.

It is the policy of Whitewater to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). The City will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The City will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on the City of Whitewater.

Equal employment opportunity notices are posted near employee gathering places as required by law. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he/she has been discriminated against.

Any employee of the City of Whitewater involved in discriminatory practices will be subject to termination.

III. EMPLOYEE DEVELOPMENT

Introduction

The City of Whitewater desires to provide an interesting, challenging, and rewarding workplace and work experience. To that end, the City believes in and supports employee education, training and professional development.

New Employee Orientation

Within the first week of employment, new employees will be invited to the Human Resources Department for orientation. The purpose of the orientation is to introduce the employee to City policies, rules and benefits programs and to ensure that all employment paperwork is completed within necessary timeframes.

The employee's Supervisor will continue orientation by introducing department co-workers to them, explaining hours of work, reviewing job duties/responsibilities, initiating training and explaining department and safety rules.

Training

The City recognizes and desires that its employees seek training and educational opportunities to broaden their knowledge, skills and abilities enabling them to obtain and retain the competencies essential to job satisfaction and high quality performance of their duties.

Annually, the City (within budget constraints) budgets and assigns each department under general guidelines consistent with its mission, funds to be used expressly for the purpose of job related education and training that may challenge employees to higher levels of achievement and service.

Performance Planning

Employees are encouraged to annually set goals and objectives to assist them in measuring their work performance so that they can continue to grow both as individuals and employees.

Service Award Program

The City desires to express its appreciation for long and valuable service through the use of a Service Award Program. Each City employee who has completed ten, fifteen, twenty, twenty-five, thirty and every five year increment thereafter of City service may be presented with a special "token of appreciation." Such gift may be presented with suitable ceremony by the City Manager and Human Resources at a designated date. The Human Resources Department will annually determine which employees are eligible for a service award.

IV. COMPENSATION, BENEFITS, LEAVE AND CLASSIFICATION***Compensation Philosophy***

The City of Whitewater strives to compensate all employees fairly based on the City Council's established pay plan and based on negotiated labor agreements.

Compensation Structure and Process

Annually, the City Council adopts a pay plan for City employees. This is done by resolution (salary resolution) of the City Council. The resolution is generally done in December for the following fiscal year, thus for January through December. All positions are reflected in the pay plan. Those positions that are assigned a pay range will be divided into steps. Each step represents a percentage increase over the previous step listed. Progression through the steps shall take place upon an employee's employment anniversary date.

The salary resolution adopted by the Council will reflect compensation for employees covered by a collective bargaining agreement in accordance with the pay as provided for in the collective bargaining agreement in effect.

Pay Period and Hours

Regular full-time employees, with the exception of public safety employees, are expected to work a minimum of 40 hours per week. Each pay period begins on Saturday and runs for two weeks (14 consecutive days). Pay day is normally every other Friday.

Overtime Pay – Non exempt employees are eligible to receive overtime pay of one and one-half (1 ½) times their regular hourly wages for approved hours worked over eight (8) hours a day, or ~~over~~ forty (40) hours in one (1) week. Time off during the week resulting from use of paid leave such as vacation or compensatory leave will be considered as hours worked for the purpose of determining the payment of overtime. Non-exempt employees on an approved flexible work arrangement will have overtime hours computed only on those hours worked in excess of a forty (40) hour workweek. All overtime must be approved in advance by the employee's immediate supervisor.

Compensatory Time Off – The City gives non exempt employees the option of receiving compensatory time off instead of overtime pay for overtime hours worked. Comp time instead of overtime pay will be allowed and does not need to be taken in the same time period the overtime is worked. All comp time off must be given at the rate of one and one-half (1 ½) hours for each hour of overtime worked. Comp time scheduling will be done at the discretion of the supervisor.

Call-in Pay – Employees reporting for work at a time other than their regularly scheduled starting time shall be paid a minimum of two hours worked.

Flex Time Off Exempt Employees –Because much of the City's affairs are conducted during board and commission meetings held after normal business hours, it is the expectation of the City that periodic attendance at these meetings is part of the compensation set for these positions. However, exempt employees will be allowed freedom for flexible work hours when personal needs and convenience demand. Exempt employees may, with the approval of their Supervisor, work flexible hours. While Department heads and exempted employees are generally expected to conform to the normal business hours of their departments, they are afforded flexibility in the application of their time to the responsibility involved in managing their job responsibilities. Employees have the option of adjusting their weekly schedule to account for hours worked over 40 hours in that week or the option of tracking those hours on their time sheet to take off in another week. Time off that is not taken within the week the time off is earned and is for eight (8) or more hours requires written Supervisor approval on the City's Time off Request Form. All exempt employees must also fully account for all work hours on time sheets provided by the City.

Flex time granted is not allowed for the following: taking absence for illness without charge to said leave; to extend vacation time in the same seven (7) day work week (Saturday - Friday) more than two (2) additional days; pay for overtime worked; and for more than two (2) days (sixteen hours) at a time.

While hours in excess of 40 hours will be tracked on one's time sheet these hours are not to be misconstrued as an accruing balance that is owed to the employee. These hours are not guaranteed time off nor will they be paid out in the form of wages to employees at any time during employment or upon separation.

Time Records

All employees must report all hours of work, and all time taken off on their biweekly payroll sheet. This payroll sheet must be verified and signed by the employee's Supervisor and/or Department Head.

Benefits

Benefits are approved by the Common Council and may be amended or deleted from time to time. See the Human Resources Department for additional information on the following benefits.

Deferred Compensation Program

The City offers employees participation in both the Wisconsin Deferred Compensation Program (WDC) and the International City/County Management Association Retirement Corporation (ICMA-RC) Deferred Compensation Program to those employees that meet the Wisconsin Retirement System (WRS) eligibility definition.

Both programs provide eligible employees with the opportunity to set aside a portion of their annual earnings on a tax-deferred basis to supplement retirement income as regulated by Section 457 of the Internal Revenue Code. Participation in a deferred compensation program is voluntary and is 100% funded by the employee.

Flexible Benefit Plan

The City offers employee participation in a Flexible Benefits Plan under Section 125 of the Internal Revenue Code to those employees that meet the Wisconsin Retirement System (WRS) eligibility definition. The plan provides employees with an opportunity to set aside money on a pre-tax basis to pay for qualified health care and dependent care expenses.

Group Insurance

The City provides group health, life, and income continuation insurance benefits under the State of Wisconsin Public Employers Insurance Program to those employees that meet the Wisconsin Retirement System (WRS) eligibility definition. The specific benefits provided are as defined and limited in the literature provided by the Wisconsin Department of Employee Trust Funds.

If the terms of the City's health insurance plan permit it, employees who are otherwise eligible for health insurance coverage may opt out of the plan or seek reduced coverage. Employees receiving incentives through this buyout plan will be required to provide proof of health insurance coverage under another plan. The following employees will receive the following payment incentives:

- Employees who are eligible for family health insurance coverage, but who choose not enroll in the City's program.
- Employees who are eligible for single coverage, but who choose not to enroll in the City's program.
- Employees who are eligible for family coverage but who elect single coverage

The supplemental payments are not wages for purposes of overtime or any other benefit calculated based upon earnings.

Retirement Plan

The City participates in the Wisconsin Retirement System (WRS) Plan. Those employees that meet the WRS eligibility definition are automatically enrolled in the Plan. The City will contribute 50% of the required annual WRS retirement contribution as defined by the Department of Employee Trust Funds.

Holiday Pay

The following holidays are recognized by the City as paid holidays:

- New Year's Day
- ~~Good Friday~~ Spring Holiday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Employees also are granted one floating holiday that can be used at their discretion subject to their Supervisor's or Department Director's approval. The City Manager and/or City Council may determine other holidays.

Holidays falling on a Saturday will be observed on the Friday before the holiday and holidays falling on a Sunday will be observed on the Monday following the holiday, unless otherwise determined by the City Manager.

The holiday year begins January 1 and ends December 31 of each calendar year.

Employees who have a paid holiday fall within their regularly scheduled vacation period are entitled to another day of vacation outside of that period. Employees on an unpaid leave of absence will not be entitled to holiday pay while on such leave.

An employee must work the scheduled work day before and after a holiday unless excused with pay, to be eligible for holiday pay. Excused paid time off is approved vacation, compensatory time/flex time, sick time, funeral leave, court leave (jury or witness), military leave (first two weeks only), absence resulting from an injury involving workers compensation (first four months only) or where an employee would be on paid leave and a documented situation prevents their timely return to work.

Unless otherwise specified in an employment agreement, non exempt employees who work on the observed holiday shall be paid at a rate of time and one-half; non exempt employees who work on the actual holiday shall be paid at a rate of two times their regular hourly rate.

Regular full time and regular part time (pro-rated basis) employees are eligible for Holiday Pay.

Longevity Pay

Full-time, regular employees with three (3) or more years of continuous service will be eligible for longevity pay. Semi-annual payments will be paid in June and December of each year. The basis for payments shall be:

- Two percent (2%) of employee's current base pay after the completion of three (3) years of service,
- Four percent (4%) of employee's current base pay after the completion of six (6) years of service,
- Six percent (6%) of employee's current base pay after the completion of nine (9) years of service,
- Eight percent (8%) of employee's current base pay after the completion of twelve (12) years of service, and
- Provided that the total annual payment to any one individual shall not exceed \$1,000.

Employees with authorized leaves of absence, who return to City employment on or before the expiration date of said leave will be regarded as having continuous employment for longevity pay purposes. Any individual whose employment with the City has been terminated for any reason except an authorized leave of absence after January 1, 1974, will be considered as a new employee upon return to City employment.

Any employee who reaches three, six, nine, or twelve years of service on or before March 31, and is on the payroll June 1st will be eligible for one-half (1/2) the longevity payment in June and for each successive semi-annual payment in December and June thereafter. Any employee who reaches three, six, nine, or twelve years of service on or before September 30, and is on the payroll as of December 1st will be eligible for one-half (1/2) the longevity payment in December and for each successive semi-annual payment thereafter.

During the calendar year in which an employee retires under the City's retirement plan, he/she shall be entitled to receive, at the time of the semi-annual payment of longevity, a prorated portion of his/her longevity pay based on days worked.

"Current base pay" is defined as the amount of annual salary being received by the employee at the time the longevity payment becomes due and payable. An hourly employee's base pay will be determined by multiplying the hourly rate times 2080 hours to determine the annual wage. Current base pay does not include overtime. Longevity pay is taxable income.

This benefit does not apply to those employees who were:

- Hired on or after June 29, 2011
- Promoted to an exempt status position on or after January 1, 2012.
- Classified as exempt employees and hired on or after January 1, 2007; and
- Those employees excluded from this benefit per their employment agreement.

~~with the exception of those employees that are excluded from such per their employment agreement and those exempt employees hired after January 1, 2007.~~

Sick Pay

Regular full time and regular part time (pro-rated basis) employees shall be entitled to accumulate sick pay at the rate of one day for each month of continuous service. In any event, sick pay accumulation shall not exceed twelve (12) days during any one calendar year. Unused sick pay can be carried over into the subsequent calendar years for future use.

Employees hired on or before June 29, 2011 choosing to resign from service with the City after providing a minimum of two (2) weeks notice, and after having worked for the City for a minimum of five (5) consecutive years are eligible to receive a cash payout of fifty percent (50%) of that entire employee's accumulated sick leave. Accrual of sick days for this purpose shall be a maximum of one-hundred eighty (180) days. Therefore, the maximum payout of accumulated sick leave shall not exceed ninety (90) days.

If the separation of an employee meets the definition of retirement as defined in section VIII SEPERATION OF EMPLOYMENT, the separating employee may choose to instead use their sick leave payout for the purchase of health insurance. See VIII SEPERATION OF EMPLOYMENT for further details.

In case of the death of an active employee, the employee's survivors shall receive a cash payout of one hundred percent (100%) of that entire employee's accumulated sick leave.

Vacation

Vacation is intended not only to reward an employee for service to the City but also to provide employees with a break from their normal routine so that they may become refreshed and recharged before returning to work again. Therefore, pay in lieu of time off is not permitted. Each eligible employee should take a period of time away from work, at least once a year. Vacation may not be accumulated beyond the amounts authorized.

Regular full time and regular part time (pro-rated basis) employees are eligible to receive vacation.

All employees must have the approval of their Supervisor or Department Director in writing before beginning vacation. This will be done at least five (5) working days prior to the start of the vacation. The minimum vacation time an employee may take at any time is one-half day (4 hours) in any one day unless otherwise approved by his or her Supervisor. Employees may be required by their Supervisor or Department Director to take one vacation consisting of at least five (5) consecutive workdays during each calendar year of employment.

Vacation continues to accumulate while an employee is on regularly scheduled vacation, paid sick leave, paid military leave, or paid temporary disability leave through worker's compensation (for a period of four months or less). An employee on a leave of absence for a time that is in excess of a paid benefit leave is considered on inactive status and not eligible to accrue vacation benefits during such absence, unless the leave is covered under the Family Medical Leave Act (FMLA).

Paid vacation following a leave of absence may only be authorized after the employee has returned to work for a period of time equal to that of the absence, up to a maximum of six (6) months. Further, a leave of absence cannot be extended by adding on accumulated vacation.

Vacation leave will be awarded on a calendar-year basis. Regular full time employees who are not otherwise bound by an employment agreement will be eligible for vacation times based on the following schedule:

Schedule:

Vacation Award by Years of Service

1 year of service = 10 days

3 years of service = 12 days

5 years of service = 14 days

8 years of service = 16 days

10 years of service = 18 days

12 years of service = 20 days

15 years of service = 22 days

~~Ten (10) days of vacation each year after one (1) year of service~~

~~Twelve (12) days of vacation each year after three (3) years of service~~

~~Fourteen (14) days of vacation each year after five (5) years of service~~

~~Sixteen (16) days of vacation each year after eight (8) years of service~~

~~Eighteen (18) days of vacation each year after ten (10) years of service~~

~~Twenty (20) days of vacation each year after twelve (12) years of service~~

~~Twenty two (22) days of vacation each year after fifteen (15) years of service~~

~~All employees must have the approval of their Supervisor or Department Director in writing before beginning vacation. This will be done at least five (5) working days prior to the start of the vacation. Upon completion of three months of continuous service with the City, new employees will receive vacation at a rate of Any new employee may have their vacation computed on that portion of the calendar year for which he/she worked by prorating at the rate of 10/12 of a day per month employed in that calendar year, excluding the vesting period or first three months of employment. The resulting number of days and fractions may be taken in the following calendar year. In successive years, that first partial year may be counted as a full year if the employee began employment before August 15, and may be dropped if the employee began employment after August 15.~~

Any employee leaving service to the City in good standing after giving two (2) weeks notice in writing of such termination of employment will be compensated for vacation accrued to the date of separation, provided said employee has served at least twelve (12) consecutive months prior to separation. No employee will be permitted to waive vacation for the purpose of receiving double pay. Employees who are transferred from one department to another will have their annual vacation credits transferred with them.

Workers Compensation Insurance

The City provides workers compensation insurance in the event of an injury that occurs while an employee is working. Employees must report any injuries to their Supervisor or Human Resources immediately following the injury. The specific benefits provided are defined and limited in the literature provided by the City's insurance company.

Leaves

Bereavement (Funeral) Leave

In the event there is a death in the immediate family of an employee, consisting of spouse, parent, grandparent, child, brother, sister, grandchild, mother or father in law, son or daughter in law, brother or sister in law, or that of anyone domiciled with the employee, and the employee attends the funeral service, such employee shall be granted up to a three (3) day leave of absence with full pay. Any employee shall be granted up to one day absence with pay in case of a death in the family other than hereinbefore set forth or the death of a close friend of such employee, provided the employee attends the funeral service. Extension of a bereavement leave shall only be granted in writing by the Department Head and approved by the City Manager. Extensions may be approved with unpaid leave or may be approved with vacation or comp time.

Family/Medical Leave Act (FMLA)

Both State and Federal Law provides certain benefits for Family and Medical Leave. Posters are posted in the workplace for reference and a statement of policy can be found in the Workplace Policies section of this manual.

Jury Duty/Court Leave

Leave with pay may be authorized by the department head, and approved by the City Manager in order that employees may serve required jury duty. Said leaves shall extend as long as the specified duty requires. No overtime shall be paid for work performed by an employee on leave with pay. Expenses incurred as City expenses must be authorized by the City Manager. Any jury duty pay shall be turned over to the Finance Department and the employee shall receive their regular rate of pay. The employee shall retain any monies received as travel allowance.

Military Leave

Employees who are called to active duty with one of the armed forces shall receive the rights and privileges authorized by federal military and veterans laws with respect to leave, status, and reemployment. An employee who is a member of one of the military reserve units or a National Guard unit will after presentation of their order, receive leave with pay not to exceed seventeen (17) calendar days in a twelve (12) month period.

Sick Leave

Employees may use accumulated sick leave with pay for absences necessitated by their injury, illness, or that of a member of their immediate family. Immediate family to include parent, spouse, child or anyone domiciled with the employee. Sick leave may also be used for those medical appointments that cannot be scheduled outside of working hours. Doctor's

documentation may be required when requesting sick leave. Sick leave may not be used in place of other forms of paid leave.

Unpaid Leave

Unpaid leave may be granted at the discretion of the City Manager on a case by case basis. Prior to requesting an unpaid leave all vacation time, comp time, and sick time (if applicable to leave request), must be exhausted. Employees granted an unpaid leave of absence will be responsible for the payment of benefit premiums (both the employee contribution and the City contribution) and will not accrue benefits such as vacation time, sick time, etc.

Compulsory Leave

When, in the opinion of a department head, any employee is unable to perform duties due to any non-service connected injury, illness, or disability, the employee may be required to submit to a physical examination by a physician named by the City Manager.

If the report of the medical examination indicates the employee is unable to perform his/her duties effectively, the department head may require the employee to take such leave as is medically determined sufficient to restore him/her to normal health.

EMT-Firefighter Leave

Whenever an employee serving as an EMT or voluntary firefighter responds to a call during the regular work day, said employee shall be considered to be in pay status for the duration of the call and return to work, if applicable, provided such affected employees comply with the applicable policies set forth in this manual.

Classification

Employees are classified as either regular full-time (and exempt or non-exempt as defined by the FLSA), regular part time, limited term or temporary/seasonal.

Regular Full-Time Employee

An employee regularly scheduled to work forty (40) hours or more per week, year round.

Regular Part-Time Employee

An employee over the age of 18 regularly scheduled to work working a minimum of twenty (20) hours per week for continuous periods, in a year, or over 6 months, which employment is expected to last over a period of time which is greater than two years. Regular part-time employees will be eligible for fringe benefits as provided in this manual, however, benefits shall be provided on a pro-rata basis. 2,080 hours shall be considered a full year in the pro-rata computation.

Limited Term Employee

An employee, full or part time that is hired for a fixed period of time (i.e. to fill in for another employee on leave or to complete a specific project, not a permanent employee).

Temporary or Seasonal Employee

An employee hired to perform temporary work or seasonal work.

Limited-term, temporary, and seasonal employees hired on or before June 29, 2011 may work no more than 599 hours in any rolling 12 month period. Limited-term and seasonal employees hired after June 29, 2011 may work no more than 1199 hours in any rolling 12 month period.

V. PERFORMANCE EVALUATION AND PROFESSIONAL DEVELOPMENT

This section will be added to the employee manual at a future date.

VI. DISCIPLINE

Standards for Conduct

It is the City's objective to promote the well-being of its employees in the workplace and to maintain high standards of professional conduct and work performance. Accordingly, this policy sets forth the (1) standards for professional conduct, (2) behavior that is unacceptable, and (3) corrective actions that the City may impose to address behavior and employment problems.

To ensure orderly operations and provide the best possible work environment, the City of Whitewater expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

All full time and part time employees are covered under this policy unless provisions of a collective bargaining agreement in effect apply to an employee.

Unacceptable Conduct

Listing all forms of behavior that are considered unacceptable in the workplace is not possible. The following are examples of unacceptable conduct that may result in disciplinary action, up to and including termination of employment. The list is not intended to be exhaustive.

- excessive tardiness or absenteeism
- unsatisfactory job performance
- being absent from work without permission or proper notification
- discourtesy toward other employees or members of the public
- insubordination or failure to perform duties as instructed; willful and intentional refusal to perform work assignments, or to follow orders of a supervisor,
- gross neglect or negligence
- violation of any safety procedure, program, or rule causing unsafe conditions, or carelessness in regard to safety to self or others or failure to properly use safety devices or tampering with safety equipment
- engaging in criminal conduct, threatening behavior or acts of violence, fighting or provoking a fight

- theft or unauthorized possession or use of City property or the property of fellow employees; unauthorized possession, ~~or removal,~~ or use of any City property, including documents from the premises without prior permission from management
- sleeping during work hours
- giving confidential information to unauthorized individuals
- spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same
- conducting a lottery or gambling on City property
- any act of harassment, sexual, racial or other; telling sexist or racist jokes; making racial or ethnic slurs
- creating or contributing to unsanitary conditions
- obscene or abusive language toward any manager, employee or customer; indifference or rudeness toward a customer or fellow employee
- failure to immediately report loss of, damage to or an accident involving City property
- working under the influence of alcohol or illegal drugs
- possession of dangerous or unauthorized material, such as explosives or firearms, in the workplace

Discipline Procedure

This procedure applies to all employees of the City with the exception of those covered by a collective bargaining agreement that sets out a different disciplinary procedure.

Under normal circumstances, Department Directors and Supervisors are expected to follow the procedure outlined below. There may be particular situations, however, in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. There may also be times when the City may decide to repeat a disciplinary step. The City reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

Unacceptable conduct which does not lead to immediate dismissal may be dealt with using the following steps in progression if conduct does not improve within established time periods:

1. Oral Warning.
2. Written Warning.
3. Disciplinary Suspension.
4. Termination.

Immediate or Crisis Suspension

An employee who is alleged to have engaged in serious misconduct may be suspended with or without pay pending an investigation of the situation.

Grievance Procedure

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy

applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5), Wis. Stats.

Subject Disciplinary Actions

Any disciplinary action may be subject to appeal by an employee under this grievance procedure except the following:

1. Placing an employee on paid administrative leave pending an internal investigation;
2. Counselings, meetings or other pre-disciplinary action;
3. Actions taken to address work performance, including use of a performance improvement plan or job targets;
4. Demotion, transfer or change in job assignment; or

Subject Terminations

Any form of involuntary separation may be subject to appeal by the former employee except the following:

1. Job abandonment, "no-call, no-show", or other failure to report to work; or
2. The inability to perform job duties for any reason.

Workplace Safety

Workplace safety is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

Supervisor Notice

An employee should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

Written Grievance Requirements

An employee wishing to file a grievance under this policy must provide a detailed description of the grievance including:

1. The name and position of the filing employee.
2. A description of the issue.
3. A statement of the relief sought.
4. A clear explanation of the facts supporting the grievance;
5. The date(s) when the event(s) giving rise to the grievance took place.
6. A statement of the policy, procedure or rule that is being challenged;
7. The steps taken by the employee to review the matter, either orally or in writing, with the employee's supervisor; and
8. The employee's signature and the date.

Grievance Process

1. The employee must prepare and file a written grievance with the Department Head within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. Together with the HR Coordinator the Department Head or his/her designee will investigate the facts giving rise to the grievance. The Department

- Head will inform the employee of his/her decision, if possible within ten (10) business days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the Assistant to the City Manager, who shall conduct the investigation with the assistance of the City Manager.
2. If the grievance is not settled at Step 1, the employee may appeal the grievance to the City Manager within five (5) business days of the receipt of the decision of the department head at Step 1. The City Manager or his/her designee will review the matter and inform the employee of his/her decision, if possible within ten (10) business days of receipt of the grievance.
 3. If the grievance is not settled at Step 2, the employee may request in writing, within five (5) business days following receipt of the City Manager's decision, a request for written review by an impartial hearing officer. The City Manager, shall select the impartial hearing officer from a list of candidates approved by the Common Council. The hearing officer shall not be a City employee. In all cases, the grievant shall have the burden of proof to support the grievance. The impartial hearing officer will determine whether the City acted in an arbitrary and capricious manner. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.
 4. If the grievance is not resolved after Step 3, the employee or the City Manager shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Governing Body. For Library employees, the appeal shall be filed with the Library Board. For all other employees, the appeal shall be filed with the Common Council for review at the Council's next regularly scheduled meeting. The Council shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The Council or its designee will inform the employee of its findings and decision in writing within ten (10) business days of the meeting. The Common Council shall decide the matter by majority vote and this decision shall be final and binding.

Time Limits

An employee may not file a grievance outside of the time limits set forth in the grievance process. If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation the grievance will be reviewed at the next possible meeting date. An employee must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time (vacation, comp time etc.) in order to be paid for time spent processing his/her grievance through the various steps of the grievance procedure.

Discipline Procedure

~~This procedure applies to all employees of the City with the exception of those covered by a collective bargaining agreement that sets out a different disciplinary procedure and those employees under the authority of the Police and Fire Commission or Library Board.~~

~~Under normal circumstances, Department Directors and Supervisors are expected to follow the procedure outlined below. There may be particular situations, however, in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. There may also be times when the City may decide to repeat a disciplinary step.~~

~~Unacceptable conduct which does not lead to immediate dismissal may be dealt with using the following steps in progression if conduct does not improve within established time periods:~~

- ~~1. Oral Warning.~~
- ~~2. Written Warning.~~
- ~~3. Disciplinary Suspension.~~
- ~~4. Termination.~~

Immediate or Crisis Suspension

~~An employee who is alleged to have engaged in serious misconduct may be suspended with or without pay pending an investigation of the situation.~~

Employee Rights Related to the Discipline Procedure

~~An employee facing disciplinary procedure by the supervisor shall have the right to petition such decision to the City Manager. All such decisions of the City Manager shall be final.~~

VII. PERSONNEL RECORDS AND ADMINISTRATION

The Human Resources Office is responsible for handling personnel records and related personnel administration functions for the City. Personnel records are maintained in a secure location within the Human Resources Office. Questions regarding insurance, wages, and interpretation of policies may be directed to the Human Resources Office.

Employee Personnel File

An employee's personnel file will contain some or all of the following information:

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of an emergency
5. Number of dependents
6. Marital status
7. Change of beneficiary
8. Driving record or status of driver's license, if the employee operates any City vehicles
9. Military status
10. W-4 tax form
11. Training certificates
12. Professional License(s) as appropriate

It is the responsibility of each employee to submit updated information as often as necessary to assure that it is current.

Other types of information that may be in an employee's file include the following: initial hire information, payroll, some benefit information, performance, training, attendance, and separation. Information that will not be found in the employee's personnel file because of confidentiality rules include medical records, records pertaining to labor relations, and other non-duty related personal information.

The Wisconsin Open Records Law

The Wisconsin Open Records Law protects the confidentiality of personnel files. The law is very specific about what information can be released in the event of a request and under what circumstances the employee involved must be notified.

Confidentiality and Privacy

Personnel records are confidential documents. Employees have a right to review their own files. With advance notice, employees may view their own files in the Human Resources Office during business hours. Current employees may have copies made of materials from their files. The privacy of employee records shall be respected and preserved to the maximum extent as provided by law and the policy of the City.

VIII. SEPARATION OF EMPLOYMENT

Separation Policy

The City will process separating employees according to a standardized procedure for the following reasons: ensure the consistent and equitable treatment of employees; review the employee's benefits; reclaim City property; and/or arrange for the distribution of the final paycheck, if applicable.

For purposes of this section, retirement shall refer to a voluntary separation of employment initiated by the employee in good standing when the employee has worked for the City of Whitewater for 15 years or more; or meets requirements for retirement as defined by the WRS and ETF. This includes the eligibility of the employee to begin receiving WRS payments within 30 days of the date of separation.

Types of Separation

All employee separations shall be designated as one of the following:

Resignation: Separation is initiated by the employee for such reasons as other employment, retirement, return to school, leaving the area, or change in family circumstances. A minimum of two (2) weeks notice is desired for employees. All resignation notices will be submitted to the employee's Department Director. Original resignation notices are placed in the employee's personnel file in the Human Resources Office.

Lay Off: Involuntary separation initiated by the City Manager upon approval of the Common Council due to shortage of funds or work, the elimination of a position(s), or other material changes in the duties or organization, or for related reasons which do not reflect unfavorably upon the service of the employee. The duties performed by an employee laid off may be assigned to other employees already working in the appropriate classification. In laying off employees because of a reduction of forces, the employee with the least seniority may be laid off first, provided that those remaining are capable of carrying on the City's usual operations effectively. The order of layoff should be limited to employees within the affected department or division, or work unit. Employees may be afforded a two-week notice of impending lay off. Employees separated from City service through lay off may be placed on a reemployment list in order of their separation. The last person separated may be the first rehired in the affected department. No other person may be hired in the affected department while there remain employees on lay off.

Death: Separation due to employee death is effective as of the date of the death. All compensation will be paid to the estate of the employee, except for such sums specified by law.

Termination: Involuntary separation.

Completion of Assignment: Employees hired to fill limited term positions will be separated upon completion of the duties for which the position was established. These employees are not eligible for benefit provisions of the City.

Administrative Guidelines

Employees who separate will receive payment for all earned salary, vacation, and any other pay to which the employee is entitled, subject to proper withholding and deductions. Final pay, if applicable, is normally made available on the first regular payday following the date of separation. Checks are issued through normal distribution channels; alternative arrangements may be made for checks to be mailed, or retained for issue at a later date.

It is the responsibility of an employee who intends to resign to notify their immediate supervisor as soon as possible to allow for the timely selection and training of a suitable replacement. Separating employees are required to return all City owned property such as keys, tools, manuals, computers, etc. prior to the date of separation.

Employees must notify their Supervisor, Department Director or Human Resources in writing of a resignation.

Insurance Continuation and Conversion Privileges

Eligible separating employees of the City are entitled to continue on all COBRA qualifying insurance plans in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, also known as COBRA.

Group Health Insurance – Eligible separating employees of the City are entitled to convert or continue their coverage under the Wisconsin Public Employees Group Health Insurance Program in accordance with the guidelines set forth by the Department of Employee Trust Funds.

Group Life Coverage – Eligible separating employees of the City are entitled to convert or continue their life insurance coverage in accordance with the guidelines set forth by the Department of Employee Trust Funds.

Conversion of Sick Leave at Separation

Employees resigning from service with the City after providing a minimum of two (2) weeks notice after having worked for the City for a minimum of five (5) consecutive years are eligible to receive a cash payout of fifty percent (50%) of that entire employee's accumulated sick leave. Accrual of sick days for this purpose shall be a maximum of one-hundred eighty (180) days. Therefore, the maximum payout of accumulated sick leave shall not exceed ninety (90) days. This benefit is only available to employees hired on or before June 29, 2011. For employees hired after June 29, 2011, no sick leave payout option exists.

Conversion of Sick Leave at Retirement

General Employees: Upon an employee's retirement, all accumulated sick leave days, up to a maximum of 90 days, may be converted to a dollar value and used for the payment of group health insurance premiums. (Conversion formula: the last full year's base wage divided by two thousand eighty (2080) hours multiplied by eight (8) hours multiplied ~~times by~~ the number of days of accumulated sick leave). Base wages may include longevity pay. Such premium contributions by the City may continue thereafter unless any of the following events are applicable to the employee: primary insured dies, or primary insured is accepted into a substantially similar program of health insurance coverage.

If the employee later chooses to stop buying into the City's group health plan prior to exhaustion of the accumulated sick leave funds, the City will then reimburse the remaining balance without any interest earnings. This option does not exist for employees hired after June 29, 2011.

IX. WORKPLACE POLICIES

The City of Whitewater adopts policies as statements of the City's position on a variety of matters. This section of the Employee Handbook provides information for employees on various policies the City has adopted. The policies are listed in this section in alphabetical order so that they may be easily referenced. Please be aware that some of the policies have been summarized for you and may not represent the full policy document language adopted by the City Council. Policies that are unique to a specific City Department rather than a City Wide Policy may be maintained by the Department Director rather than appear in this manual.

Bonding Requirement

Employees whose employment with the City requires them to handle other people's property or that requires them to handle money, may be required to be bonded. Whitewater will pay the cost of bonding in that event.

Direct Deposit

The City requires payroll direct deposit for its employees. Participation in direct deposit is a condition of employment for new hires and a condition of continued employment for established

employees. By completing the Payroll Direct Deposit Authorization Form, an employee authorizes the City and listed financial institution(s) to initiate electronic credit entries into the specified bank account(s) for the purposes of payroll. If necessary, the employee also grants the right to correct any such electronic funds transfer resulting from an erroneous overpayment by debiting an account to the extent of such overpayment, on the condition that the employee is notified beforehand of said adjustment.

Paychecks may be deposited into a maximum of three accounts. Employees that have multiple accounts must specify the amounts to be deposited in secondary account(s) and the remaining balance will be deposited in the primary account. Direct deposit will begin within approximately one to two pay periods after the authorization and appropriate documentation is received.

On payday, employees will receive an earnings statement, which shows gross pay, taxes, other deductions, net pay, and deposit information. Employees shall notify Human Resources immediately in the event their bank account is closed or changed. The authority is to remain in full force and effect until Human Resources has received written notification from the employee of its termination in such time and in such manner as to afford the City and financial institution a reasonable opportunity to act on it.

Dress Code and Personal Appearance

Our city government's professional image is maintained, in part, by the appearance of its employees who interact with residents, vendors, visitors, etc. For this reason, such employees should be well groomed and suitably attired while at work or representing the city. Those found to be groomed or attired inappropriately may be asked to leave their posts and return after adjusting their appearances. They will not be compensated for the time they are away. Also, disciplinary action may be taken against them.

Employees working in municipal building offices should dress in business-casual clothing. They should not wear leisure clothing (e.g., slippers, flip-flops, sweats, shorts, blue jeans, t-shirts, hats, novelty buttons, ripped or disheveled apparel, etc.) or items promoting alcohol/tobacco products or contractors who do business with the city. Supervisors may prohibit additional clothing items or they may make exceptions for the foregoing. On occasion, supervisors may allow employees to dress more casually than is usually required.

Special grooming and attire (e.g., a uniform) are required by some city departments. Employees of these departments must respect these requirements. Public works and maintenance employees may dress in ~~shorts~~, blue jeans, t-shirts, and hats when working outside; however, they should not wear items promoting alcohol/tobacco products or contractors who do business with the city. All employees must wear protective attire (e.g., safety eyeglasses, supportive footwear, etc.) if required by working conditions.

Drug Free Workplace

Whitewater has a standard of conduct which prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on City property and/or client sites or as a part of Whitewater's activities. The standard of conduct also prohibits an employee from working under the influence of alcohol or illegal drugs regardless of when the alcohol or illegal

drug was used. Whitewater will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including termination of employment for violations of this policy. It is the goal of the City of Whitewater to maintain a drug-free workplace (in accordance with the Drug-Free Workplace Act of 1988). Because drug use can seriously jeopardize the health and safety of an employee and the public, it is the policy of the City that a drug-free workplace must be maintained at all times.

Employees must notify the City if they are arrested, charged or convicted of any violation of a statute or ordinance concerning illegal drugs prior to the start of the following business day. Violations must be reported to the Human Resources Department located in City Hall.

Drug Testing

The City recognizes that the use and/or abuse of illegal drugs and/or alcohol can have a significant impact on our quality of work in terms of safety, productivity, and absenteeism. Therefore, the City has adopted the following drug testing policy.

The City may subject all pre-employment, post offer applicants to drug and/or alcohol testing. Reasonable suspicion testing will occur if an employee is suspected of being under the influence of drugs or of being impaired by alcohol at the work place. Reasonable suspicion shall be determined by one Supervisor but should be observed by two Supervisors if they are available. Reasonable suspicion will be based on observable actions, alone or in conjunction with other factors including but not limited to: dangerous accident prone conduct; decreased job performance which is unexplained; unexplained increased absenteeism; complaints from co-employees and other problems with interpersonal relations; drug related signs such as paraphernalia; reduced short term memory; physical symptoms such as blood shot eyes, dilated pupils, or runny nose, anxiety, body odors or inability to concentrate.

Returning seasonal or re-hired workers, who have previously taken a pre-employment drug test in a prior year of employment with the City, while consecutively employed from season to season, may be exempt from the drug test as a post offer condition of re-employment.

Applicants that are required to undergo and pass a drug test before commencing employment at the City will be advised that a drug test may be required as a part of a pre-placement examination and that any job offer is contingent, among other things, on successful passage of the drug test.

Where active employees are concerned, Supervisors must determine if there is a reason for them to question their employee's fitness and/or conduct with regard to their ability to work. The Supervisor must observe signs of impairment first hand and may not rely upon third party information.

An employee who tests positive as a result of a reasonable suspicion drug and/or alcohol test or refuses to be tested may be immediately removed from active duty. If the positive test is confirmed, the employee may be subject to discipline up to and including termination.

Test results reported as negative but dilute, (<1.003 sg & < 20mg/dl creatinine) are inconclusive and may require re-collection and testing immediately upon receiving initial test results. Re-

collection may be observed. The second test result will be final. If a negative but dilute result is reported for the second test and the test was required for a pre-employment exam, the offer of employment may be rescinded. If the second test result is negative but dilute for a random test, reasonable suspicion, or post accident test, the employee may be subject to discipline up to and including termination.

Specimens to be tested may be urine in the case of a drug test and breath in the case of a test for alcohol where there is reasonable suspicion of alcohol misuse or impairment on the job. All testing may take place at the City's contracted testing facility. Drug and breath alcohol testing may be conducted by a laboratory certified by the Department of Health and Human Services (DHHS) according to DHHS protocol at the City's expense.

All employees requested to take a test because of reasonable suspicion will proceed to the City's contracted testing facility with a designated driver and are expected to cooperate fully. Specimens will be screened for five classes of drugs - amphetamines, benzoyllecognine (cocaine metabolites), opiates, PCP and THC (marijuana metabolites; and confirmation by Gas Chromatography/Mass Spectrometry (GC/MS). However, the City reserves the right to perform tests for other illegal substances as well.

All test results will be reported to the Human Resources Department. If the test is positive, the medical review officer will contact the applicant or employee. If when the medical review officer contacts the employee, the employee can provide substantiation of legitimate use, the positive test may be reported to the City as "negative." If no legitimate reason for the positive is found, that positive result shall be provided to the City.

Nothing in this policy prohibits the appropriate use of prescription medication legally prescribed by a licensed medical provider. It is the employee's responsibility to discuss with the Supervisor any effects that a medication may have on their ability to safely perform the duties required of their position. Failure to do so may result in discipline up to and including termination.

Results of all drug/alcohol tests will be kept separate from personnel files and treated as confidential information and access to such results is limited.

Information Technology Policies and Standards

General

The purpose of this policy is to set forth general guidelines for the efficient, ethical and appropriate use of and prohibit inappropriate use of Informational Technology (IT) resources. All IT resources are the property of the City of Whitewater. Employees should not have any expectations of privacy and understand that the City can and will monitor use of all IT resources. The policy is meant to ensure that the use of IT resources among employees is consistent with City policies, all applicable laws and the individual user's job responsibilities. The policy is intended to confirm that all information composed, sent or received is and shall remain City property and it further enhances City-wide coordination and management of electronic communications and IT resources. This policy is intended to apply to all individuals who have authority to use City electronic communication and IT resources.

Administrative

All employees will be required to sign the Information Technologies Policies and Standards agreement before using City IT resources. Department heads will be responsible for ensuring this statement is signed and forwarded to Human Resources for placement in the personnel file. Human Resources will thereafter obtain the required signoffs from all new employees hired by the City during employee orientation.

Department heads are considered to be the custodian of all information pertaining to their department as well as enforcement of this policy within their department. Disciplinary action for violation of this policy may include, but is not limited to, verbal or written reprimand, suspension or termination. The department head, together with the City Manager, Human Resources and the Chief Information Officer will investigate reported violations to determine if any action is justified.

E-Mail

Scope- Applies to use of City e-mail services by City employees.

Policy-

- a) The City of Whitewater is the owner of all e-mail accounts and addresses in its registered domains. All e-mail messages processed by the City's e-mail server become the property of the City of Whitewater. City of Whitewater e-mail users have no right of ownership or expectation of personal privacy in their e-mail usage.
- b) Encryption is prohibited on any documents or e-mail created on City IT resources, without prior approval by the Chief Information Officer.
- c) The City reserves the right, without notice, to inspect, modify, return, reject, redirect or discard any e-mail message it receives, for any reason. The City reserves the right, without notice, to limit or restrict any individual's e-mail usage.
- d) The City may place system-wide limitations on e-mail usage in order to protect the well-being of the City's e-mail infrastructure and ensure system availability and reliability for all e-mail users (e.g., maximum mailbox size, maximum message size)
- e) All E-mail messages and attachments are centrally archived and indexed automatically upon arrival to the Exchange Email Server.
- f) Any email remaining on the Exchange Server after a user has performed maintenance on their mail account will be removed after 180 days. For emails the user would like to keep electronically, older than 180 days, it is the user's responsibility to save these emails off of their email account and store them to a network folder (e.g.- G drive, I drive, etc.)
- g) City e-mail services shall be used in accordance with all applicable Federal and State laws, City ordinances, policies, rules and regulations, and Administrative Instructions, and may not be used as a vehicle to harass or intimidate. All users of City e-mail services are expected to conduct themselves in a professional and ethical manner.
- h) City e-mail services are provided to employees for the purposes of study, research, service, and other activities, which must be in the conduct of official business or in support of the City's mission, with the exception of occasional personal use. Personal use shall be kept at a minimum.
- i) Access to City e-mail services is granted to an individual by the City for that individual's sole use. Users are authorized to access, use, copy, modify or delete files and data on

their own accounts. Users shall not perform any functions on another user's e-mail account. Users shall not allow someone else to use their account(s) and/or password(s). City e-mail users are responsible for their e-mail accounts and shall be held accountable if someone else uses their service with permission and violates this policy.

- j) Subscription to mailing lists, "listservs," or other mass mailings is authorized only when used to conduct official City business. Non-work-related subscriptions to mass mailings are prohibited. The City also reserves the right to unsubscribe any or all City e-mail addresses from said mailings.
- k) Access to City e-mail services shall be permanently revoked upon employee termination or retirement. The City shall not forward e-mail messages addressed to terminated or retired City employees except to other City e-mail addresses. The City shall not provide address verification, correction or forwarding to personal or non-City e-mail accounts or addresses under any circumstances.
- l) User privacy is not to be violated. It is the responsibility of the user to protect their privacy. Users shall not leave passwords where they can easily be found, share passwords with others, or leave confidential information on a screen where it could be viewed by an unauthorized person.
- m) All City email accounts (and all City digital media) are subject to Wisconsin Open Records Law. While a majority of City records fall under Wisconsin Open Records Law, users should not assume that any message contents or data are automatically subject to public inspection under the Wisconsin Open Records Law. There are exclusions to this law, and such message contents or data may not be forwarded, uploaded, or otherwise transmitted without appropriate approvals.

Internet

Scope- This policy establishes appropriate use of City Internet access for City employees. The City of Whitewater provides employees access to the vast information resources of the Internet with the intention of increasing productivity. While Internet access has the potential to help you do your job faster/smarter, there is justifiable concern that it can also be misused. Such misuse can waste time and potentially violate laws, ordinances, or other City policies.

Policy-

- a) City Internet access is provided to employees for the purposes of study, research, service and other activities, which, with the exception of occasional personal use, must be in the conduct of official business or in support of the City's mission. Personal use shall be kept at a minimum.
- b) Each City employee using the City's Internet access shall identify themselves honestly, accurately, and completely when corresponding or participating in online activities.
- c) Employees have no right of ownership or expectation of personal privacy as to their City Internet usage. The City reserves the right to inspect any and all network traffic internet usage. The City reserves the right, without notice, to limit or restrict any employee's Internet usage.
- d) Offensive content may not be accessed, displayed, archived, stored, distributed, edited, or recorded using City network, printing, or computing resources. Offensive content includes, but is not limited to, pornography, sexual comments or images, profanity, racial slurs, gender-specific comments, or any content that can reasonably offend someone on

the basis of sex, race, color, religion, national origin, age, sexual orientation, gender identity, mental or physical disability, veteran status or any protected status of an individual or that individual's relatives or associates. Any content that may be interpreted as libelous, defamatory or slanderous is prohibited.

- e) City Internet access shall not be used to conduct personal business, play computer games, gamble, run a business, conduct political campaigns, for personal gain, or to take part in any prohibited or illegal activity.
- f) No employee may use City Internet access to post a message to an Internet message board, chat room, weblog, listserv, social media site, or other Internet communication facility, except in the conduct of official business. The message must clearly identify the author as a City employee, by name, with the employee's official return City e-mail address or other contact information. Any opinions expressed must include a disclaimer stating that the opinions are those of the author and not necessarily those of the City of Whitewater.
- g) Any software or download via the Internet may be used only in ways that are consistent with their licenses or copyrights, and only after review and approval by the City's Chief Information Officer.
- h) No employee may use the City's Internet facilities to deliberately propagate any virus, worm, Trojan horse, trap-door, or back-door program code or knowingly disable or overload any computer system, network, or to circumvent any system intended to protect the privacy or security of another user.
- i) Internet access from the City's networks is "filtered" using a third-party product/service. Access shall be limited or blocked based upon categories or protocols defined by the vendor of the product/service and the Chief Information Officer.
- j) Employees requiring access to blocked or limited sites in order to conduct official City business only may request an exemption from a site restriction using their network credentials. All overrides shall be reported (and are recorded) to the Chief Information Officer for review.
- k) Connecting to third-party instant messaging services (e.g., AIM, ICQ, MSN Messenger, Yahoo, etc.), is prohibited.

Hardware and Software

Scope- Expedite the procurement process for City standard IT equipment. Any standard IT commodity purchase must be approved by the Chief Information Officer. The City is working to reduce the total cost of ownership of City information technology assets.

Policy-

- a) Department heads will work with their staff and the CIO to establish appropriate technology implementation and they will consult with the CIO to ensure the equipment is compatible with the City's existing infrastructure.
- b) The CIO will approve all IT purchases without exception to ensure compatibility with current IT resources. This process anchors City information technology procurement standards and also promotes cost savings for the City.
- c) Installation of hardware and software by persons other than the CIO without prior authorization is prohibited. Employees shall use only hardware and software provided or approved by the City. Any suspected misuse of software shall be reported to the CIO.

- d) All hardware and software inventories will be maintained by the CIO. If a user/department receives hardware or software directly, it will be given to the CIO immediately to be placed into inventory.

Network

Scope- Applies to all devices connecting to networks owned and managed by the City of Whitewater. The City has made, and will continue to make, a significant investment implementing and information sharing infrastructure to meet the business needs of the City, the work requirements of employees, and the communication needs of the public.

Policy- The following policies are adopted to ensure the internal and external integrity and protection of the City's networks:

- a) No non-City owned or managed platforms (PDAs, PCs, laptops, handhelds or any other devices capable of attaching to the network) will be directly connected through any means to the City's internal networks, without prior approval by the Chief Information Officer.
- b) No remote connectivity or remote control software (e.g. PC Anywhere, GoToMyPC, etc.) will be used to connect to the City's network in any way unless approved in advance by the CIO.
- c) No wireless device will be connected to the City's internal network unless approved in advance by the CIO.
- d) All platforms approved by the CIO for connection to the City's internal networks will have the City's anti-virus and antimalware protection software.
- e) User names and passwords created by the CIO shall provide internal network access. The requirements for complexity and formatting of these credentials will follow Microsoft's best practice policy for strong authentications. Users are not permitted to place personal passwords on local settings (e.g. screensavers).
- f) All users shall log off of the network when they are away from their computer for any significant length of time and when they leave for the day. Per security policy, if the user's computer remains inactive for more than 15 minutes, the connection to the network will be locked. The user will have to unlock their workstation upon return to access the system. Users are responsible for properly safeguarding any administrative data such as logins and passwords, and are held accountable for any activity which occurs under their login name and password.
- g) Anti-virus and antimalware software shall be loaded on all servers and workstations, and all programs, files, external storage devices, downloads, etc. are actively scanned during usage. If a user finds that any virus, corruption or damage has occurred, or is being reported, contact the CIO immediately.
- h) All of the City's servers and information contained therein shall be stored via tape backup on a daily basis. Backup media shall be stored in a secure, locked location on City premises and is managed by the CIO. Additionally, the media should be stored off-site in a secure facility at a minimum once per week. Media no longer used or needed shall be disposed of in the appropriate manner to ensure that data is not retrievable from the discarded media. Users are strongly encouraged to store data in the appropriate folders

that are on the City servers so that it is not lost. Any data not stored in designated areas is not the responsibility of the City should it be lost or damaged.

- i) Electronic documents will be treated the same as paper documents with respect to City Ordinances (refer to City Municipal Code Chapter 15: Public Records Management) and Resolutions, Regulations, Administrative and Executive Instructions, and Schedules regarding document retention and disposition.

Phone, Fax, Cellular Phone, Photocopy Machines & Other Equipment

Scope- This policy ensures City telecommunications resources are used appropriately. City telephone equipment, cellular telephones, fax machines, photocopy machines, and equipment as outlined below are provided for official City business use only. As such, absent a clear and convincing exception, all landline, cell phone and fax numbers paid for with taxpayer dollars are to be made available to the public on request. City employees are reminded that all messages, calls, files and user actions are subject to monitoring.

Policy-

- a) With the exception of occasional personal use, all use of City telecommunications equipment and services is for City business use only. Personal calls should be made during an employee's break or lunch hour, except for necessary work-related situations such as unanticipated overtime or family emergencies. Long distance personal calls should be charged to a personal credit card, 800 calling card, home number, or in the event a personal long distance call is made on City phones, the City shall be reimbursed.*
- b) City fax machines and copiers are intended for business use. In the event that an employee uses this equipment for personal use, the employee shall reimburse the city for the actual cost of usage, and personal use shall be kept at a minimum.*
- c) Directory assistance (411) calls should be kept to a minimum. Telephone directories are readily available throughout the City for outside numbers.
- d) City employees that require cellular telephones to perform their essential job functions will be enrolled in a "calling plan" considered to be appropriate for their City business needs. Employees that are issued a cellular phone will sign the City Cell Phone Usage Agreement, and will abide by the rules set forth in the agreement.
- e) Voice mail is for business purposes and all messages received are the property of the City. Messages should be deleted from the voice mail system as soon as possible. The City's voice mail system will automatically delete messages after 15 days.

*** Note: The actual cost of usage will be available on the respective City bill and reimbursement for personal usage can be set up through the Finance Department. It is the employee's responsibility to disclose personal use.**

Resource Usage

Scope- This policy applies to all data utilizing City IT Resources. The City has and reserves the right to monitor, review, audit, intercept, access and disclose all information created, received or sent on City IT resources. Information contained in the IT resources will only be disclosed to the extent permitted by law, for business purposes, or as needed to enforce the policy. Authorized

access to employee IT resources by other employees or outside individuals includes, but is not limited to, the following:

- a) Access by the CIO during the course of system maintenance or administration, investigation or network slowdown, system hardware or software problems including software license compliance, general system failure, litigation or potential litigation.
- b) Access approved by the employee, the employee's supervisor, or an officer of the City when there is a need to perform work or provide a service when the employee is not available.
- c) Access approved by the employee's supervisor, the City Manager, or an officer of the City when there is suspicion of a crime or violation of a policy.
- d) Access approved by the City Manager or the City Attorney in response to the City's receipt of a court order or request from law enforcement officials for disclosure of an employee's e-mail messages.
- e) Confidential and misinformation -- the release of untrue, distorted, confidential information, or the use of aliases, regarding City business, is prohibited.
- f) Equipment, software, hardware or related peripherals are not to be removed from City premises without authorization from the CIO and appropriate Department head.

Emergency Evacuation

When employees are advised to evacuate the building in which they are working, they should --

- Stop all work immediately
- Contact outside emergency response agencies, if needed
- Shut off all electrical equipment and machines, if possible
- Walk to the nearest exit, including emergency exit doors
- Exit quickly but do not run
- Proceed, in an orderly fashion, to a parking lot near the building or other such safe location
- Do not re-enter the building until instructed to do so

Employee Assistance Program

The City of Whitewater recognizes that problems of a personal nature can have an adverse effect on an employee's job performance. It is also recognized that most personal problems can be dealt with successfully when identified early and referred to appropriate resources. The purpose of the Employee Assistance Program is to provide these services through special arrangements with City's contracted EAP provider. The program is designed to deal with the broad range of human problems such as alcohol and/or drugs, emotional/behavioral, family and marital, financial, legal and other personal problems. The program provides problem assessment and referral. If costs are incurred for services that are not covered by insurance or other benefits; that cost is the responsibility of the employee. The overall objective of the Employee Assistance Program is to maximize employee functioning in personal matters and maximize performance on the job.

- The program is available to regular full time and part time employees or their families on a referral basis since problems at home can affect the job. If employees or family members have personal problems that may benefit from assistance, they are encouraged to use the program.

- This applies to all regular employees of the City regardless of job title or responsibilities.
- Participation in the program does not jeopardize an employee's job security, promotional opportunities, or reputation.
- All records and discussions of personal problems are handled in a confidential manner as are medical records. These records are kept by the City's contracted EAP provider and do not become a part of the employee's personal file.
- When performance problems are not covered with normal supervisory attention, employees are encouraged to seek assistance to determine if personal problems are causing unsatisfactory performance. If performance problems are corrected, no further action is taken. If performance problems persist, normal corrective procedures are followed.
- Sick leave is granted for treatment or rehabilitation on the same basis as granted for other health problems. Consideration is also given for the use of annual leave without pay if sick leave is not available.
- This does not alter or replace existing administrative policy or contractual agreements, but serves to assist in their utilization.

Ethics Policy

Because Whitewater believes strongly in good government, the City Council has passed an ordinance that provides that the business of the City and thus the conduct of its employees be ethical. This means that employees must be impartial and responsible to the citizens of Whitewater and decisions and policies are best made through the proper channels of open government. It means that public employees should not use their positions for personal gain. It means that Whitewater wants its citizens to have confidence in the integrity of its government. Whitewater has created an Ethics Committee that through due process handles complaints regarding ethics violations.

The following is a listing of guidelines that establish ethical standards for employees.

- **Responsibility of Public Office** - Employees are bound to uphold the law, to observe the highest standards of law in the exercise of the duties of their positions, and they should faithfully discharge their duties without bias, and they must put the public interest first at all times.
- **Dedicated Service**- Employees should be loyal to the objectives expressed by the voters and the programs developed to attain these objectives and employees shall adhere to the rules of work and performance established as the standard for their positions.
- **Fair and Equal Treatment** – No employee shall request or permit unauthorized use of City owned vehicles, equipment, materials or property for personal convenience or profit. No employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.
- **Conflict of Interest** – No employee shall in the discharge of their duties be involved in any business or transaction directly or indirectly in which they have a financial or personal interest.

- **Specific Conflicts Enumerated** – No employee shall engage in or accept private employment or render any service for private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties, unless otherwise permitted by law and unless disclosure is made as hereinafter provided.
- **Disclosure of Confidential Information** – No employee shall without proper authorization, disclose confidential information concerning the property, government or affairs of the City, nor shall such information be used to advantage the financial or other private interests of the employee or others.
- **Gifts and Favors** – No employee shall accept any gift whether in the form of service, loan, thing, or promise, from any person which may tend to impair his/her independence of judgment or action in the performance of his/her duties or provide in the discharge of his/her duties any improper favor, service or thing of value. (Gifts received by an employee under unusual circumstances should be referred to the Ethics Committee within ten (10) days of receipt for recommended disposition.) EXCEPTION: Advertising or promotional items having a value of ten dollars (\$10.00) or less per gift shall be exempt.
- No employee may solicit or accept, either directly or indirectly, from any person or organization, money or anything of value if it could reasonably be expected to influence the employee's official actions or judgments or be considered a reward for any action or inaction on the part of the employee.
- An employee is not to accept hospitality if, after consideration of the surrounding circumstances, it could reasonably be concluded that such hospitality would not be extended were it not for the fact that the guest, or a member of the guest's immediate family, was an employee.
- **Representing Private Interest Before City Agencies or Courts** - No employee shall appear on behalf of any private person (other than him or herself, his or her spouse, or minor children) before any City Agency, Board, Commission, or the Common Council if the employee or any Board, Commission, or Committee of which the employee is a member has any jurisdiction, discretion, or control over the matter which is the subject of such representation.
- **Ad Hoc Committee Exception** – No violation of this Section shall exist, however, where an individual serves on an ad hoc committee charged with the responsibility or addressing an issue or topic in which that individual or the employee or client of that individual, has an interest so long as the individual discloses to the ad hoc committee that such interest exists.
- **Contracts with the City** – No employee who in his/her official capacity participates in the making of a contract in which he/she has a private pecuniary interest, direct or indirect, or performs in regard to that contract with some function requiring the exercise of discretion

on his/her part, shall enter into any contract with the City unless it falls within the confines of WI State Statutes or the following: The contract is awarded through a process of public notice and competitive bidding or the Common Council waives the requirement of this section after determining that this is the best interest of the City to do so. Or, the contract is for the designation of a public depository of public funds.

- Any employee who has a financial or personal interest in any proposed legislative action of the Common Council or any Board, Commission, or Committee upon which the employee has any influence or input or of which the employee is a member that is to make a recommendation or decision upon any item which is the subject of the proposed legislative action shall disclose on the records of the Common Council or the appropriate Board, Commission or Committee the nature and extent of such interest.

Expense Reimbursement

Moving Expenses

The City Manager and/or Common Council may authorize reimbursement of all or a portion of reasonable moving expenses associated with a non-represented exempt employee's compliance with residency requirements which may include the following: usual and customary household goods, moving insurance on household goods, usual hook-up on appliances and usual packing of household goods. The City may or may not pay for the following moving expenses: Relocation expenses (i.e. hotel, motel, rental car, meals consumed during the time of travel, etc.) Moving expenses may be provided only on the condition that the employee remains employed by the City for a minimum of two (2) continuous years. Failure of the employee to meet this condition may result in the repayment of the moving reimbursement in full to the City.

Travel Expenses

Use of an employee's personal automobile in the course of City business shall be reimbursed at the I.R.S. approved rate per mile, in accordance with the City Ordinance and with prior approval of the department head

Fire Prevention

Employees should generally familiarize themselves with the location of fire extinguishers in their work area. They should assist in keeping the area around the fire extinguisher clear at all times so that it is easily accessible. In the case of fire, follow the emergency evacuation procedures noted above.

Family and Medical Leave Policy

Statement of Policy

It is the policy of the City of Whitewater to comply with the requirements of the Wisconsin and Federal Family and Medical Leave Acts (FMLA). Generally, an eligible employee will be granted up to 12 weeks of FMLA leave during any calendar year period. The leave may be paid, unpaid or a combination of paid and unpaid, depending on the reason for the leave and the benefits to which the employee may be eligible. This policy will be administered in compliance with the National Defense Authorization Acts of 2008 and Fiscal Year 2010 as they amend the

Family and Medical Leave Act of 1993, and the new regulations implementing the Family and Medical Leave Act of 1993 effective January 16, 2009.

The state and federal laws differ in a number of areas, and the City will comply with both. When the reason for a leave qualifies under both state and federal law, the following rules apply:

- The employee is deemed to be exhausting his/her entitlement under both laws concurrently; and
- The provision(s) most generous to the employee will apply.

The taking of leave under this policy will not be used against an employee in any employment decision, including the determination of promotions, discipline, compensation, etc.

Eligibility

To be eligible for leave under this policy, an employee must have been employed by the City for at least 12 months. In addition, in the 12 months immediately preceding the commencement of the leave, the employee must have worked at least:

- 1,000 hours to qualify under Wisconsin law; and
- 1,250 hours to qualify under federal law.

Amount of Leave Available

As stated above, an eligible employee is generally eligible for up to a total of 12 weeks of protected leave within a calendar year for any combination of reasons. It is possible that an employee could qualify for leave only on the basis of hours worked under the Wisconsin law, which generally covers shorter periods of time than the 12 weeks provided by federal law. These situations will be discussed on a case-by-case basis with affected employees. It is also possible for an employee to qualify for more than 12 weeks of FMLA in one year, due to Wisconsin FMLA law allocating a certain number of weeks for each of the reasons for leave. These situations will also be discussed on a case-by-case basis with the affected employees.

Types of Leave Covered

A. Birth or Placement for Adoption or Foster Care

Family leave will be available to eligible male and female employees for the birth of a child or for placement of a child with the employee for purposes of adoption or foster care. Such leave must generally be completed within 12 months of the birth or placement. Please note that Wisconsin FMLA law requires leave to commence within 16 weeks of birth or placement of the child.

B. Serious Health Condition of Employee

An eligible employee who experiences a serious health condition as defined by the state and/or federal law may take medical leave under this policy. A serious health condition will generally occur when the employee:

- Receives inpatient care in a hospital, hospice or nursing home;

- Suffers a period of incapacity of more than three consecutive full calendar days accompanied by continuing outpatient treatment/care by a health-care provider;
- Is pregnant, including severe morning sickness;
- Has a history of a chronic condition which may cause episodes of incapacity; or
- Has a permanent or long-term condition which requires continuing treatment by a health care provider.

Medical leave may be taken all at once or, when medically necessary, in smaller increments. The need for leave must be documented by the employee's treating health-care provider through the medical certification process.

An employee may be paid for all or part of a medical leave to the extent s/he is eligible for benefits such as short-term disability.

A fitness-for-duty statement will be required in order for an employee to return from a medical leave. Failure to provide the statement will result in a delay in the return to work.

C. Serious Health Condition of Immediate Family Member

An eligible employee may take family leave under this policy in order to care for a son, daughter, spouse or parent with a serious health condition (see above section for general definition). (The Wisconsin FMLA also covers the serious health condition of an employee's parent-in-law, domestic partner (registered or unregistered) and domestic partner's parent.) This leave may be taken all at once or, when medically necessary, in smaller increments. It will be necessary for the family member's treating health-care provider to document the need for leave through the medical certification process. An employee may be required to provide certification of domestic partner relationship.

D. Qualifying Exigency for Military Family Leave

An eligible employee may take family leave under this policy while the employee's spouse, son, daughter, or parent (the "covered military member") is on active duty or call to active duty status for any qualifying exigency under federal law. This leave may be taken all at once or, in smaller increments. It will be necessary to submit a complete and sufficient certification for FMLA leave due to a qualifying exigency.

E. Leave to Care For a Covered Servicemember with a Serious Injury or Illness

An eligible employee may take up to an additional 14 weeks (not to exceed 26 weeks total) of family leave in a single 12-month period under this policy to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by active duty) for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. A covered servicemember may also be a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. This entitlement will be applied on a per-covered-

servicemember, per-injury basis. The covered servicemember must be the eligible employee's spouse, son, daughter, or parent, or next of kin. It will be necessary for the covered servicemember's treating health-care provider, as defined by law, to document the need for leave through the medical certification process.

Notifying the City of the Need for Family or Medical Leave

Generally, an application for leave must be completed for all leave taken under this policy. When the need for leave is foreseeable, the employee should provide notice at least 30 days in advance. When this is not possible, notice should be provided as soon as the employee learns of the need for leave. In cases of emergency, verbal notice should be given as soon as possible (by the employee's representative if the employee is incapacitated), and the application form should be completed as soon as practicable. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay of the leave. Leave application forms are provided by the Human Resource Department.

Calling in "sick" does not qualify as FMLA leave. An employee must provide sufficient information regarding the reason for an absence for the City to know that protection may exist under this policy. Failure to provide this information as requested will result in the employee's forfeiting all rights under the policy. This means the absence may then be counted against the employee for purposes of discipline for attendance, etc.

Medical Certification of a Serious Health Condition

Generally, the City will require medical certification to verify that an employee or family member's illness meets the definition of serious health condition and to determine the nature and duration of the leave. In the case of a family illness, the provider must also verify that the employee is needed to care for the family member.

Periodic recertification to verify that a condition is ongoing may be required as provided by the law.

The appropriate form should be obtained from the Human Resource Department and should generally be returned within 15 days. Failure to provide this certification may result in delay or denial of the leave.

Additional Certifications

If the City has reason to question the validity of a medical certification, an employee may be required to provide a second certification from a health-care provider selected and paid for by the City. If the second opinion differs from the first, a third opinion may be required. The health-care provider for the third opinion must be mutually chosen by the employee and the City and paid by the City. The third opinion, by law, is binding on all parties.

Use of Paid and Unpaid Leave

Both state and federal FMLA mandate that an employer provide unpaid leave to eligible employees. However, an employee or employer may elect to substitute a paid benefit for which the employee is eligible in order for the employee to receive pay during the leave. The City requires substitution of paid sick days and may also require substitution of vacation and comp time wherever permitted by law. When paid benefits are substituted for the otherwise unpaid

time, the employee is using the benefits concurrently with FMLA leave, and those benefits will not be available to the employee later. When paid benefits are substituted, the employee may be required to satisfy any procedural requirements of the City's paid leave policy (for example, advance notice to use paid leave, use of paid leave in established increments, etc.).

In cases where substitution of a paid benefit is not possible, the employee will receive reduced compensation consistent with the number of hours the person actually works.

Holiday Pay

If a holiday occurs while an employee is out on leave, the employee will receive pay for the holiday if the employee has substituted paid time off for the scheduled day before and after the holiday. If the employee is electing to take the leave as unpaid time, the employee will not receive holiday pay. In both cases the holiday will not entitle the employee to an extra day of leave.

Intermittent or Reduced Schedule Leave

Intermittent and/or reduced schedule leave will be permitted when it is medically necessary and, in some cases, for birth or placement for adoption. In all cases, the total amount of leave taken in a calendar year should not exceed the 12 weeks defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent an employee has control, medical appointments and treatments related to a serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

The City may, in some cases, transfer an employee to an alternative position, with equivalent pay and benefits, in order to better accommodate the need for intermittent or reduced schedule leave.

Benefit Continuation During Leave

Employees may elect to continue group health insurance while on leave but must continue to pay their portion of the premium. Other employment benefits, such as group life insurance, income continuation insurance, etc., will also be continued during the leave, so long as the employee continues to pay any required contribution. Payment arrangements will be discussed with individuals upon their request for leave.

Rights Upon Return From Leave

An employee who takes leave under this policy will be reinstated to the same job or an equivalent position upon completion of the leave. If an individual has exhausted all leave under this policy and is still unable to return to work, the situation will be reviewed on a case-by-case basis to determine what rights and protections might exist under other City policies.

The law provides that an employee has no greater rights upon a return from leave than the individual would have had if s/he had continued to work. Therefore, an employee may be affected by a layoff or other job change if the action would have occurred had the employee remained actively at work. In such cases, the official date of the layoff will mean the end of FMLA leave for the employee. If the employee is recalled, if FMLA leave is still required, it may then continue.

Worker's Compensation Absences

When an employee is absent due to a work-related illness or injury which meets the definition of a serious health condition, the absence will be counted against the employee's allotment of FMLA leave under federal law. In other words, the employee is using Federal FMLA leave concurrently with the worker's compensation absence.

Early Return from Leave

An employee who wishes to return to work earlier than originally anticipated should provide at least two days notice of such request. A fitness-for-duty certification may be required.

Further Information

For further information regarding this policy and/or your rights under both Federal and State FMLA, please see the Human Resources Department.

Harassment in the Workplace Policy

The City endorses the principle that all employees have the right to work in an environment free from verbal, physical or any other form of harassment. The City is committed to maintaining a workplace that is pleasant, courteous and free of harassment and is prepared to take all necessary steps to reasonably ensure a harassment free workplace.

Harassment of any employee on the basis of race, color, creed, sex, national origin, age, disability, marital status, sexual orientation or any other class protected by state or federal law, will not be tolerated and is prohibited in our workplace. This includes harassment by another employee, supervisor, customer, vendor, visitor, elected official or any other individual with whom the employee interacts as part of his or her job. This policy encompasses any situation in which an employee is serving in the capacity of a City employee or is otherwise representing the City, regardless of the location.

Recognizing Harassment

Conduct that is prohibited by this policy includes sexual harassment, which is defined as: unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual based nature where:

1. submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment;
2. an employment decision is based on an individual's acceptance or rejection of such conduct; or
3. when such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Examples of conduct that could be considered sexual harassment are listed below. These examples are provided to illustrate the kind of conduct that is prohibited by this policy. This list of examples is not exhaustive and other types of sexual conduct not illustrated may violate this policy as well.

- Intentional physical conduct that is sexual in nature, including rape, molestation, touching, pinching, grabbing, or brushing up against another's body.
- Sexually oriented gestures, noises, remarks, jokes or comments.
- Promises or preferential treatment to an employee in exchange for that employee's agreement to engage in sexual conduct.
- Taking adverse action against an employee based on the employee's refusal to engage in sexual conduct.
- Displaying or possession of pictures, cartoons, posters, calendars, graffiti, objects or any other materials of a sexual nature.
- Using e-mail, voicemail, fax machines or the Internet to display, transmit or communicate any material of a sexual nature.

Each employee must exercise his/her own good judgment to avoid engaging in conduct that may be perceived by others as harassment. Forms of harassment include but are not limited to the following:

1. Verbal: repeated sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;
2. Visual/Non-verbal: derogatory posters, cartoons, or drawings; suggestive objects or pictures; graphic commentaries; leering; or obscene gestures;
3. Physical: unwanted physical contact including touching, interference with an individual's normal work movement or assault; and
4. Other: making or threatening reprisals as a result of a negative response to harassment.

Responsibilities

The City expects that all employees will cooperate in avoiding such harassment and are fully prepared to take appropriate measures against any employee who violates this policy.

Complaint Reporting and Investigation Procedure

Individuals who feel they have been subjected to harassing or objectionable conduct must promptly notify their supervisor, Human Resources, or another appropriate member of management of the harassing conduct they experience, learn of, or witness. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No City employee (or elected official) is exempt from this policy.

When reporting a complaint, employees should be prepared to furnish accurate dates, names, and facts.

All such complaints will be promptly and thoroughly investigated. Under no circumstances will an investigation be conducted by the supervisor or other person accused of harassment. Prompt and reasonable corrective and preventive actions will be taken where necessary. The City will attempt to minimize disclosure to the extent possible consistent with its legal obligation.

All employees have the right to make good faith complaints about harassment and will be protected from retaliation under this policy including those who make a complaint, assist or cooperate in the investigation. Any retaliation should be promptly reported as stated above and will not be tolerated. Any employee who engages in retaliation will be subject to discipline, up

to and including discharge. Retaliation against any employee complaining of harassment, or participating in a City investigation of harassment, is strictly forbidden.

As noted earlier in this section of the manual, any employee who, after investigation is found to have engaged in conduct that violates this policy will be subject to discipline, up to and including termination, depending on the circumstances.

The City is committed to vigorously enforcing this policy.

Nepotism (Employment of Relatives)

The City strives to insure fair and equal treatment of employees and applicants, while minimizing situations that may create the potential for favoritism or unnecessary hardship. In order to assure the reality and appearance of fairness in the best interest of the Public and the City it is the City's policy that relatives will not be placed in positions where:

1. One relative would have the authority to supervise, discipline or evaluate the performance of the other.
2. One relative would be responsible for auditing the work of the other.
3. Other circumstances exist which would place the relatives in a situation of actual or reasonably foreseeable conflict between the City's interest and their own.

For the purpose of this policy relative includes spouse, domestic partner, child, child in-law, step-child, sibling, sibling-in-law, step-sibling, parent, parent in-law, step-parent, grandparent, grandchild, aunt, uncle, niece, and nephew. With regard to more distant relatives or any other similar situation that may be problematic to the City or Public best interest discretion will be used in the hiring and placement of such individuals.

Political Activities

Any employee of the City may not directly or indirectly use their authority or the influence of their position to control or modify the political action of another person. An employee of the City may not engage in political activity during working hours.

Providing of Cards/Flowers for Employees

Expenditures for the sending of flowers and cards to employees, retired employees, current and past board/committee/commission members and elected officials due to illness or special circumstances must be approved by the City Manager upon the request of Department Directors or Human Resources.

Reporting Criminal Arrests, Charges, and Convictions

Employees must report all criminal arrests, charges, and convictions to their Supervisor or the Human Resources Department prior to the start of the next business day. Failure to do such may result in disciplinary action up to and including discharge.

Residency

Employees of the City are encouraged to live within the City limits which promotes the understanding of local customs and habits. Employees appointed to any of the following listed

positions will become City residents within six (6) months from the date of commencement of employment and for as long as they hold a position that requires residency as a condition of employment: City Manager, Community Development Director, Chief of Police, Public Works Director, Finance Director, Parks and Recreation Director, Neighborhood Services Director, City Clerk, Library Director (subject to final approval of the Library Board of Trustees), City Attorney, Assistant to the City Manager, Community TV/Media Services Manager, Streets, Parks and Forestry Superintendent, Water Superintendent, Wastewater Superintendent, Chief Information Officer and City Treasurer.

All affected employees that do not meet this residency requirement as of the effective date of this policy amendment (February 2, 2010) are exempt from this condition of employment as long as they maintain their current position with the City.

The Common Council, at the recommendation of the City Manager, may exempt employees from this residency requirement based upon unique and compelling circumstances that may warrant such exemption.

Smoking and Use of Tobacco

For health and safety reasons, the City does not permit smoking or use of tobacco in any City-owned public facility or City-owned vehicle. Smoking or use of tobacco shall only be allowed in formally designated (and signed) areas in accordance with State Law.

Solicitations and Distributions

The City recognizes its responsibility to promote certain fund-raising campaigns conducted for the benefit of the general public. It also recognizes the right of the individual to voluntarily contribute to such campaigns according to his/her desire and financial ability and further recognizes the individual's right to be provided with working conditions free from the distractions which would result from frequent fund-raising appeals or other solicitations on City premises. Accordingly, general fund-raising campaigns on City premises are limited to the annual United Way campaign. Other organizations may conduct special or limited campaigns at the City Manager's discretion.

Use of City Vehicles and Use of Personal Vehicles While on City Business

Department Directors are responsible for requesting and maintaining motor vehicle/driver records from the Department of Motor Vehicles for all employees operating either a City owned vehicle or their privately owned non-commercial motor vehicle for business purposes.

Departments will maintain automobile records for City owned vehicles used for City business which includes the following:

- driver's license information for all employees who drive for the purpose of City business
- maintain all documentation for driver's incident and accident reporting

An employee must report to their Department Director and the Human Resources Office any revocation or suspension of their driving privileges before the start of the following business day.

Failure to notify the Department Director and Human Resources Office may subject the employee to discipline.

Employees required to operate a motor vehicle in order to perform the duties of their position who are convicted of a violation resulting in suspension or revocation of their driving privileges may have the duties of their position reviewed at that time. If the suspension or revocation hinders the City in the accomplishment of the duties assigned to the position, the employee may be placed on unpaid leave of absence.

The employee would be expected to seek and obtain an "occupational license" which would give the employee the privilege of driving a motor vehicle during the hours and at locations specified in a petition filed with the court.

The City may terminate from employment any operator of a motor vehicle convicted of operating while under the influence of alcohol or other drugs committed while operating a motor vehicle owned by the City or while driving a privately owned vehicle while on City Business.

Violence in the Workplace

The City is committed to providing a safe work environment free from threats or acts of violence including acts of violence in the workplace perpetrated by non employees. The City will not tolerate threats or acts of violence in the workplace and will make every effort to prevent such incidents from occurring.

Guidelines to aid employees in addressing workplace violence –

- Department Directors and Supervisors should familiarize their employees with the policies of the City, including City work rules that may be applicable and may assist in handling a particular situation.
- Employees are expected to participate in and maintain as pleasant an environment for the public and other employees as possible.
- If at all possible, employees should take time to evaluate a situation before reacting. Do not ignore a situation you are concerned about. If an employee believes he/she is in danger of immediate bodily harm, the employee should attempt to leave the scene if this can be done safely. If possible, employees should contact the Police Department for assistance.
- Each employee is expected to conduct himself/herself in a courteous, respectful manner. Failure to do so may result in disciplinary action. When an employee is confronted with disruptive behavior, the employee should report the incident to a Supervisor. When confronted with a confrontational or angry individual, the employee should explain their position in clear and firm language. The employee should stay calm and courteous. If an employee is becoming angry or upset, the employee should request assistance from their Supervisor.
- Be supportive of co-workers. When any staff member becomes involved in a difficult situation, other employees must report the incident to a Supervisor immediately. Quick action is especially important if the employee suspects that the situation may become violent.

Weapons

Whitewater prohibits all persons who enter City property from carrying a handgun, firearm, or other prohibited weapon of any kind. The only exception to this policy will be police officers, security guards, or other persons who have the legal authority to carry a weapon.

Workplace Safety

Blood borne Pathogens

Blood borne pathogens are microorganisms that are present in blood, tissue, blood products, and other potential infectious materials. In accordance with the federal Office of Safety and Health Administration, all employees with occupational exposure will participate in an annual training program as well as at the time of initial assignment. Training will occur during working hours and the City will provide the training program.

The training must include the following elements: an accessible copy of the OSHA rule and regulations; overview of blood borne pathogens; explanation of the City's exposure plan; identification of high risk procedures and situations; information on the types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment; explanation of the benefits, risks, and free availability of the hepatitis B vaccine; information about post-exposure protocol; explanation of the signs and labels and/or color coding used to identify hazards; and an opportunity for interactive questions and answers with the person conducting the training.

Vaccinations – Due to occupational exposure to blood or other potentially infectious materials, you may be at risk of acquiring hepatitis B virus (HBV) infection. Employees in this category will be given the opportunity to be vaccinated with hepatitis B vaccine at no charge to you.

Hazardous Materials Policy

The City desires to develop and maintain a hazardous materials purchase-through disposal plan which meets federal and state regulations and which is safe, cost effective, and sustainable. The City desires to promote awareness concerning hazardous materials and to educate all levels of personnel, maintain an accurate management system and monitor policy effectiveness through random audits.

An inventory of all materials identified as hazardous must be developed and maintained by each department utilizing such materials. Substances are to be listed alphabetically by the label name of the product. The name and address of the manufacturer of the product should be listed as well.

All employees responsible for purchasing materials may purchase non-hazardous alternative products to those identified as hazardous whenever possible.

All containers of hazardous materials must always be labeled. Manufacturers are required to ensure that every container of hazardous material is appropriately labeled with the identity of the material and appropriate hazard warnings. An employee of each department receiving purchased hazardous materials may verify that the label is on the shipping container and intact. The label

must reflect the same identity as that listed on the hazardous materials list for that location and the material data safety sheets (MSDS). If material is subsequently transferred to another container, the new container must have the same labeling information. Labels must be prominently displayed and legible.

Each department must develop and maintain an MSDS library on every hazardous material on the list for that location. The MSDS must be complete, readable, and in English. The department may ensure that each location maintains the MSDS's for that location and that they are readily accessible to all employees during each work shift when they are in their work areas.

Any employee who works with or is potentially exposed to hazardous materials will receive initial training on the Hazardous Communication Standard and Right to Know. The Human Resources Office is responsible for the initial training of current and new employees. Individual departments are responsible for training employees on the specific hazardous materials utilized at their location. Each department supervisor may designate an individual(s) to be responsible for this location specific training.

Initial training includes ensuring that employees: are aware that they may be exposed to hazardous chemicals, know how to read and interpret labels and material safety data sheets, and know the appropriate protective measures established by the employer.

Department specific training includes: ensuring that employees of each department know what hazardous materials they may be exposed to in the course of their employment, where the MSDS library is kept and that it is readily accessible to them, where hazardous materials are stored in their location, the proper use of hazardous materials, what safety precautions must be taken when utilizing the materials, what the procedures are for accidental spill or leakage of hazardous material, and what the proper packaging, storage, and transportation for disposal of the material or containers for the materials is.

All Materials Safety Data Sheets must be kept by the Department for thirty (30) years after the use of the hazardous material has been discontinued.

The Human Resources Office may monitor the departmental practice of purchase through disposal (including training/education) of hazardous materials. This may be done by conducting random audits of department storage and MSDS maintenance to ensure compliance.

Loss Prevention Program

The safety and health of each of our employees is of primary importance. Our loss prevention program includes:

- Training of all employees in safety and health requirements
- Promoting safety awareness and participation
- Development and follow-up on all safety and health rules for all employees
- Providing personal protective equipment and instructions on the appropriate use
- Providing mechanical and physical safeguards to insure maximum protection to all employees

- Conducting safety inspections and observation to improve present methods and standards as related to health and safety
- Performing accident investigations to seek and eliminate any unsafe conditions or acts which may cause recurrences

Employees are required to exercise due care during work to prevent injuries to themselves and others and to conserve materials. Each employee will: report all unsafe conditions to their Supervisor; keep work areas clean and orderly; report all accidents immediately; avoid engaging in any horseplay and avoid distracting others from their work; obey all safety rules and procedures; operate only equipment that they have been authorized to operate; use only prescribed equipment for the job and handle it properly; wear protective equipment when working in hazardous operation areas.

City Safety Committee

This ad hoc committee will consist of the Human Resources Department and representatives of City Departments deemed essential to assure productive discussion of safety problems encountered City-wide or in high hazard area operations. Functions of the committee may include, but not be limited to, the following:

- Hold periodic meetings to review and evaluate the progress of the City's accident prevention efforts.
- Discuss safety problems and recommend solutions for their elimination and refer serious safety problems to the City's insurance carrier for recommendation.
- Coordinate a training program which will develop in all members of the organization a strong safety awareness and a clear cut understanding of specific requirements.
- Assist in accident investigation.
- Record and file minutes.

Safety Equipment

The City promotes the safety of employees. The City has personal protective equipment available and/or issued to employees to provide a safe working environment. Common sense must be utilized to determine under which conditions different equipment should be worn. General City guidelines are as follows:

- Hard hats must be worn when overhead hazard is present.
- Proper eye protection must be worn when sledging, hammering, sawing on metal or concrete, chipping, welding, grinding, drilling, working in dusty places, handling hazardous materials or chemicals or any other operation where eye injuries may result.
- Approved hearing protection must be worn where high noise levels exist. If you must raise your voice to be heard, you need hearing protection.
- Shoes that are "work wise" and in serviceable condition for the operation to which the employee is assigned are required.
- Gloves must be worn when handling rough edge or abrasive materials when the work subjects hands to lacerations, puncturing or burns.
- Reflective traffic vests must be worn when performing work adjacent to or in traffic.

- Approved respirators must be worn when a hazard is present and may be used for no other purpose.
- Approved harnesses must be worn when a fall hazard is present and may be used for no other purpose.

In order for safety equipment to be effective it must be inspected periodically to assess its condition, it must be worn properly, and employees must comply with the orders and directions given to them by supervisors and management. Safety equipment is available (through a clothing allowance) or is issued to permanent City employees. Seasonal employees are responsible for appropriate footwear and clothing. Head, ear, and eye protection is available from the employees' Supervisor.

Prescription Safety Glasses

For employees that wear prescription eyeglasses, the City may reimburse 50% of the cost, up to \$150, for the purchase of prescription safety glasses. The City will provide this reimbursement for no more than one pair of prescription safety glasses per employee in any 2-year period. Safety glasses must meet safety standards for personal protective equipment in the employees' respective department in order to be eligible for reimbursement. The City may require the employee to obtain an eye examination at the employee's expense prior to granting the reimbursement. Eye examination costs will not be eligible for reimbursement.

Vehicle Collision Control and Accident Prevention

The operation of motor vehicles is often necessary in conducting City business. The City works toward ensuring that the employees of the City who operate motor vehicles for their work, whether City or personally owned, operate vehicles in the safest manner possible both for their benefit and the City's. In the event of an accident or incident, preventable or non-preventable, no matter what extent the damages or injuries, report the accident or incident immediately to your supervisor.

All employees hired to operate motor vehicles in the course of their employment must have an excellent driving record and substantial experience in the operation of the particular type of vehicle they may be required to drive for the City. An excellent driving record must be maintained throughout the time an employee works for the City.

Citations or arrests for violations received while operating City or personal vehicles while on City business, moving or otherwise, must be reported within twenty-four (24) hours to their Supervisor who will in turn report the information to the Human Resources Department. The information will be placed in the employee's personnel file. Employees issued tickets may subject themselves to disciplinary procedure, up to and including termination.

All City vehicles must be inspected prior to use and all vehicles in need of repair must be reported to the supervisor immediately in writing.

Workplace Safety Policies Specific to Departments

The City has in place a variety of policies that affect the work of specific employee groups only. Employees shall be aware of workplace safety policies that are specific to their work and they shall receive regular training in regard to the implementation of these policies. Such policies shall be maintained and made available to employees and their respective departments.

Chief Lisa Otterbacher
Whitewater Police Department

Date: November 30, 2011
To: City Manager Kevin Brunner, Whitewater City Council
From: Chief Lisa Otterbacher
Cc:
Re: Radicom Maintenance Contract

Attached is the 2012 annual Radicom maintenance contract. The intent of the contract is to provide repair services including parts and labor to electronic equipment listed in addendum "A" that failed or has loss of performance under normal usage. The scope of service for this contract will be a one year contract that covers the radio infrastructure, 9-1-1 console and Plant CML equipment.

This contract is included in the 2012 operations budget. We are seeking approval of the contract now because it will need to be paid January 1, 2012. We will receive a reduced rate if the contract fee is paid in full at the beginning of the year. This is an annual maintenance contract and a January payment has been standard in previous budgets.



**Whitewater Police Department
Radicom Inc. Service Contract Equipment List Addendum "A"**

Unit	Model	Description	Unit	Serial	Location	Qty	Unit	Monthly	24hr	Service
Make	Name		Number	Number			Price	Price	Item	Location
PlantCML	Contract	PlantCML Equipment Contract				1	\$672.75	\$672.75	Y	On Site
Zetron	4048	Central Equipment Cabinet: Which includes the following items: (1) Console shelf, (1) Channel Shelf, (2) power supplies, (2) System Traffic Controllers, (1) Universal Card[950-9820], (8) Tone Local Cards[950-9820], (4) Aux I/O Cards [950-0293], (3) Console cards[950-9695], (4) Telephone Interface Cards[950-9439], (1) Intercom Interface Card[950-9609], (1) Patch Card M4048[950-9694], (1) Aiphone ICM adapter.	N/A	N/A	Dispatch equipment Room	1	\$125.00	\$125.00	Y	On Site
Zetron	PC Integrator RD Console Positions	Console Positions which includes: (1) 4219 audio panel, (1) Compatible PC, (1) Client Software, (1) Touch screen, (1) Keyboard (1) Mouse (1) Desk Mic (1) RTHI Headset Jackbox, (1) Wireless headset adapter, (1) Footswitch, (1) Selected Speaker and (3) Unselected Speakers	N/A	N/A	Dispatch	2	\$75.00	\$150.00	Y	On Site
Zetron	905-0156	SYSTEM,BUNDLE,IM4048 DUAL REDUNDANT				1	\$150.00	\$150.00	Y	On Site
	905-0294	WORKSTATION, ZETRON, RADIO, INTEGRATOR, DISPATCH				1	\$125.00	\$125.00	Y	On Site
Sentry Sys	V1480-16	DVR, rackmount, DVD-RW with 16 camera support			Dispatch Equip Room	1	\$18.75	\$18.75	N	On Site
Sentry Sys	CA-MTV-83SR10HN-VF-VP	Camera,Color, Auto-Iris, Vandal-Proof			Various Locations	5	\$3.25	\$16.25	N	On Site
Various	Existing CCTV Cameras	Camera, Black & White with Lens			Various Locations	8	\$3.25	\$26.00	N	On Site
G.F.	TMX-8810	Walworth Co Municipal base 811.4375 Mhz 118.8 CG	Muni CABINET	1418290	Radio Equipment Room	1	\$13.50	\$13.50	Y	On Site
Kenwood	TK 762	U.W Control base (Back up) 153.800 Mhz. 107.2 CC	Muni CABINET	71200698	Radio Equipment Room	1	\$13.50	\$13.50	Y	On Site
CPI	TTP SERIES	Tone Remote Adpter Card	Muni CABINET	N/A	Radio Equipment Room	3	\$4.50	\$13.50	Y	On Site
M/A - COM	MASTR III (SXHMC1)	Police 1 / U.W 153.800 Mhz. 107.2 CG	Police 1 CABINET	1663521	Radio Equipment Room	1	\$50.00	\$50.00	Y	On Site
Midland	74-102	Weather Monitor	Police 1 CABINET	74-102002366	Radio Equipment Room	1	\$4.25	\$4.25	N	On Site
M/A - COM	MASTR III (SXHMC1)	Public Works 155.925 Mhz.	PW / Marc CABINET	1663520	Radio Equipment Room	1	\$50.00	\$50.00	Y	On Site
Kenwood	TKR-750K	VHF / FM RPTR MARC 153.815 Mhz 136.5 ctcss	PW / Marc CABINET	60900273	Radio Equipment Room	1	\$17.50	\$17.50	Y	On Site



**Whitewater Police Department
Radicom Inc. Service Contract Equipment list Addendum "A"**

CPI	TTP1-4W/FD-C	Tone Remote Adpter Card	PW / Marc CABINET	N/A	Radio Equipment Room	1	\$4.50	\$4.50	Y	On Site
Astron	SRM18	Power Supply for MARC	PW / Marc CABINET	204120006	Radio Equipment Room	1	\$3.00	\$3.00	Y	On Site
M/A - COM	MASTR III (SXHMC1)	WW Fire and Rescue 154.160 Mhz. 210.7 CG	WW Fire and Rescue CABINET	1663519	Radio Equipment Room	1	\$50.00	\$50.00	Y	On Site
Kenwood	NEW FIRE BASE	Fire base 155.970 Mhz. 210.7	WW Fire and Rescue CABINET	N/A	Radio Equipment Room	1	\$17.50	\$17.50	Y	On Site
M/A - COM	MASTR III (SXIIMC1)	Police 2 156.135 Mhz. 210.7	Police 2 CABINET	1663522	Radio Equipment Room	1	\$50.00	\$50.00	Y	On Site
M/A - COM	MASTR III (SXHMC1)	UHF Fire paging 453.675	UHF Fire paging CABINET	166135	Radio Equipment Room	1	\$50.00	\$50.00	Y	On Site
CPI	IIP SERIES	Tone Remote Adapter Lagrange paging 2475	UHF Fire paging CABINET	146673	Radio Equipment Room	1	\$4.50	\$4.50	Y	On Site
Kenwood	TKR 820	UHF CO. FIRE 458.375 Mhz	UHF Fire paging CABINET	20400113	Radio Equipment Room	1	\$17.50	\$17.50	Y	On Site
M/A - COM	MASTR II (STD BY)	POINT BASE 155.370 Mhz	PT CABINET	7974824*08	Radio Equipment Room	1	\$22.50	\$22.50	N	On Site
M/A - COM	MASTR II (STD BY)	WWFD / WWRS 154.160 Mhz. 210.7 CG	WWFD / WWRS CABINET	7974817*08	Radio Equipment Room	1	\$22.50	\$22.50	N	On Site
M/A - COM	MASTR II (STD BY)	WWPD 156.135 Mhz. 210.7 CG	WWPD CABINET	79774823*08	Radio Equipment Room	1	\$22.50	\$22.50	N	On Site
M/A - COM	MASTR II (STD BY)	Muni 155.925 Mhz.	MAIN CABINET	7918335*45	Radio Equipment Room	1	\$22.50	\$22.50	N	On Site
Best	BPE-04-MBB-1A	External Transfer Switch	N/A	N/A	Radio Equipment Room	1	\$8.50	\$8.50	Y	On Site
Best	FERRUPS FE SERIES	UPS System FE12.5 KVA	N/A	FE12.55K01334	Radio Equipment Room	1	\$57.50	\$57.50	Y	On Site
Various	Existing Speakers	ICM and Monitor Speakers	Various	Various	Various Locations	4	\$1.00	\$4.00	N	On Site
Veetronics	2TR9A Code	154.265 Alert RX with Decoder	TBD	202036254	Radio Equipment Room	1	\$3.00	\$3.00	N	On Site
Starcom-Inc	MX100	Headset Adapter	Dispatch	TBD	Dispatch	2	\$2.00	\$4.00	N	On Site

Enhanced options are not included on this contract.

Contract Value Discount:	\$1000.00 to \$4999.99	1%
Contract Value Discount:	\$5000.00 to \$9999.99	2%
Contract Value Discount:	\$10000.00 to \$14999.99	3%
Contract Value Discount:	\$15000.00 to \$19999.99	4%
Contract Value Discount:	\$20000.00 and over	5%

Monthly Sub-Total: **\$1,810.00**
Annual Total: **\$21,720.00**

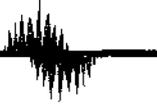
Contract Value Discount % Rate 5% **-\$1,086.00**
Additional Discount
Yearly Total **\$20,634.00**
Monthly Payment: **\$810.63**

Advance Annual Payment Discount

3% Pre-Pay Discount 3% **-\$619.02**
Yearly Total with Advance Payment: \$20,014.98



*
C-3
←



Whitewater Police Department
Radicom Inc. Service Contract Equipment list Addendum "A"

Notes:

1) PlantCML Rescue Star Service Contract is included

For PlantCML Contract:

All 911 systems must be at a version level of B4.0 or above before this contract can be put into effect.

This quote includes PlantCML RescueStar and SeNTinel Software / Firmware upgrades for ver B4.0 or above. Radicom will provide up to (2) upgrade installs per year.

This quote does not include any Hardware upgrades.

This quote does not include: System Optimization, Antenna Sweep test, or Preventive Maint.

This quote includes 24hr service on CML 911 equipment

This quote includes 20 hours per year of "No trouble found or "Operator Error" telephone support by Radicom

Radicom, Inc. requires full up front payment for the term selected (1year or 2year)

Upon early termination of a multi-year contract, this contract will revert retroactive back to 1 year pricing per year.

*
C-3

Service Contract between Radicom Inc. and Whitewater Police Dept. , hereforth "Customer"

Intent

1.1

It is the Intent of this contract to provide repair services including parts and labor to electronic equipment listed in addendum "A" that failed or has loss of performance under normal usage.

1.2

Because of Radicom's diversity, this service contract may include coverage of equipment manufactured by multiple suppliers.

Scope of Service This is a one-yr. contract covering radio infrastructure, 9-1-1 console and Plant CML equipment.

Activities

2.1

Radicom, Inc. will be responsible for the operational maintenance and repair of the equipment specifically listed in the attached Addendum "A" during the period of this Agreement.

2.2

All maintenance services will be provided based on the rates listed in attached Addendum "A"

2.3

The customer shall identify in writing all equipment and serial numbers to be serviced by Radicom under this contract, prior to execution of the contract.

2.4

Prior to the execution of this contract, Radicom will have the right to inspect and/or test the equipment to be covered. In the event that the equipment requires repairs and/or adjustments, Radicom will invoice the customer on a time and materials basis to bring the equipment back to the manufacturer's specifications.

2.5

All maintenance services will be performed during the normal service hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding observed holidays, unless the item is specified as 24 hr service on attached addendum "A".

2.6

Radicom will respond within 4 hours to any major system outage. A major outage is defined as "The inability to dispatch any calls in any way to the intended recipient".

2.7

The customer will make access available to all equipment listed, at any site within 15 min of the arrival of a Radicom employee. The site shall be clear of all materials for an efficient means of repair. Adequate lighting and electrical outlets for test equipment must be available at the site.

2.8

The customer agrees to comply with all FCC rules and regulations pertaining to the license and equipment under contract.

2.9

Radicom will accept responsibility of all adjustments and measurements rendered in compliance with FCC specifications only when performed by FCC licensed personnel in the employment of Radicom.

2.10

All operational measurements requested by the FCC will be performed, as a courtesy, on a 'no charge' basis and considered part of this contract.

2.11

All work is performed at a Radicom location, unless a specified site is listed for that item in addendum "A".



2.12

Based on the optional level of the contract, Radicom will perform an annual "Preventive Maintenance" check of site equipment covered by this contract. Items covered under this contract will be repaired, aligned, and cleaned, as necessary, to meet operational specifications. Any maintenance and/or repairs deemed 'out of scope' as related to the contract will be proposed to the customer as a 'time and materials' billable charge.

2.13

Based on the optional level of the contract, Radicom will perform an annual "System Optimization" of site equipment covered by this contract. Adjustments to balance the levels between system components will be performed. Any maintenance and/or repairs deemed 'out of scope' as related to the contract will be proposed to the customer as a 'time and materials' billable charge.

2.14

Based on the optional level of the contract, Radicom will perform an annual "Antenna System Sweep Test" of site equipment covered by this contract. Printed results of each antenna system will be furnished. Any maintenance and/or repairs deemed 'out of scope' as related to the contract will be proposed to the customer as a 'time and materials' billable charge.

2.15

Based on the optional level of the contract, Radicom will include a determined number of hours work for "Telephone Technical Support, No Trouble Found or Operator Error" services provided. Radicom will bill the customer on a time and materials basis for any work in excess of the allowed hours.

Excluded Services

3.1

Replacement of the unit as listed under contract.

3.2

The cost of the repair parts cannot exceed the cost of the unit.

3.3

Unless specifically listed in addendum "A", Radicom, Inc. is not responsible for work associated with:

Installation and removal, adds, moves or changes of any equipment; and

- a. Service or maintenance on any Customer antenna, towers, and transmission lines for base and mobiles; and
- b. Mobile Page Alarms, Encoders, Decoders, Modulators; and
- c. Public Address systems; and
- d. Damage to equipment or loss of service caused by water damage, static charge, lightning damage, acts of god, negligence, physical damage, vandalism, or tampering by persons other than employees of Radicom, Inc.; and
- e. Antennas, batteries, charger, cases, carrying accessories, microphones, headsets, handsets, microphone cords, and external speakers; and
- f. Programming changes requested by the customer or software updates; and
- g. FCC license, System evaluation report, Consultation service / report; and
- h. Filters, Multi-couplers, Duplexers, Combiners, LPS system; and
- i. Unit failure or degraded performance due to outside source. (i.e. Telephone lines / circuits, Power outages, Over voltage, Dead car battery, Lack of environmental control, interference from other sources)

Performance Monitoring

1. Substandard performance as determined by the Customer will constitute non-compliance with this Agreement. Radicom, Inc. shall correct any substandard performance noted by the customer within ten days (10) of written notice.
2. The Customer retains the right to grant or deny any extension of the correction period permitted by the Customer in writing.



3. If action to correct such substandard performance is not taken by Radicom, Inc., contract suspension or termination procedures will be initiated.

Payment Rate

1. The Customer will pay Radicom, Inc. at a rates listed in the attached schedule, (Addendum "A"). These rates reflect both parts and labor.
2. While this contract is in effect, the Customer will not pay any other travel / trip charges or related expenses for contract repair work to any items listed in the attached schedule, (Addendum "A").
3. Prior to the renewal of this contract, Radicom will review the rates to adjust for any cost of living changes and or the aging of equipment.

Payment

1. Payment shall include the undisputed and invoiced amount for the contracted amount at the end of this Agreement or at the time of termination.
2. The Customer shall issue a check for any undisputed amount to Radicom, Inc., payable at its direction, within seven days (7) of any properly submitted invoice.
3. Based on addendum "A", invoices will be paid monthly, quarterly, or yearly. Contract fees will be billed in advance and due the last day of the term preceding the term under contract.
4. Radicom, Inc. is allowed sixty (60) days following the end date of this agreement in which to submit final invoicing.

General Conditions

1. General Compliance

Radicom, Inc. also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies.

2. Not an employee or agent

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the parties.

3. Amendments

This Agreement may not be amended without the written approval of both parties. Such amendments shall not invalidate this Agreement, or relieve or release either the Customer or Radicom, Inc. from its obligations under this Agreement.

4. Suspension or Termination

A. The Customer may suspend or terminate this Agreement, in whole or in part, if Radicom materially fails to comply with any terms of this Agreement, or with any of the rules, regulations or provisions referred to herein.

B. The Customer will provide Radicom with thirty (30) days written notice prior to suspension or termination of this contract. The final invoice will be prorated from the date of the current invoicing period to the date of suspension or termination.



5. Funding

- A. When applicable, governmental agencies may suspend or terminate this Agreement, in whole or in part, if appropriated funds become unavailable for any reason. In the event this Agreement is suspended or terminated due to a lack of funding, Customer will notify Radicom, Inc. immediately in writing that this Agreement is suspended or terminated.
- B. If a governmental agency suspends or terminates this Agreement in whole or in part due to a lack of funding, Customer will not be liable for any loss or damage to Radicom, Inc. that results directly or indirectly from said suspension or termination, but it shall be paid for all work completed up to the date of termination.

6. Civil Rights

Radicom, Inc. will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital or familial status.

7. Assignability

Radicom, Inc. shall not assign or transfer any interest in this contract without the prior written consent of the Customer. Radicom, Inc. shall not enter into any subcontract with any agency or individual in the performance of this contract without the written consent of the Customer prior to the execution of such agreement.

Notices

- 1. Communication and details concerning this contract shall be directed to the following contact representatives:

Customer:

Whitewater Police Department
Chief Lisa Otterbacher
P.O. Box 117
Whitewater, WI 53190

Radicom, Inc.:

Robert L. Lueders, Jr.
 2604 N. Chapel Hill Rd.
 McHenry, Illinois, 60050
 Phone: 815-385-4224

Time of Performance

Radicom, Inc. shall start service on the 1st day of January, 2012 and end on the 31st day of December, 2012. The terms of this Agreement may be extended to cover any additional time period during which Radicom, Inc. requests to complete service or maintenance if approved by the Customer.

This contract must be signed, dated and returned to Radicom within 30 days of proposal date on addendum "A".

Either Radicom or the customer may cancel this contract at any time by submitting in writing their intent 30 days in advance of the cancellation date.

WE DO HEREBY ACCEPT THE TERMS AND CONDITIONS SET WITHIN THIS CONTRACT.

RADICOM INC.

CUSTOMER

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

MEMORANDUM

C-4

To: Kevin Brunner, City Manager
Fr: Dean Fischer, Director of Public Works
Date: December 13, 2011



**Subject: Capital Improvement Fund (CIF) Schedule
Capital Improvement Program (CIP)**

Staff has been working on the schedule of mainly projects that are funded by the Capital Improvement Fund (CIF) as part of the 2011 CIP. Please note that CIF projects typically require funding from other City Funds such as the Utilities.

Attached you will find the 2011 CIF schedule that was approved by the Council in April 2011. This schedule does not include any projects that would be funded strictly by the Utilities or TIF. Example: Final lift of asphalt for Business Park.

Doug will be providing the financing information for this CIF schedule as part of this agenda item.

The attached 2012 CIF schedule has the following changes:

- All projects completed or started in 2011 are not on the 2012 schedule
- The Milwaukee Street and Clay streets projects have been scheduled to different years
- Esterly Street is shown as a standalone project instead being part of the Clay St (Dann to Esterly) project
- These projects have been added to the CIF which are:
 - Sewer (North St to Milwaukee)
 - EMS/Fire Dept building
 - Multi-use trail (Wisconsin to Franklin)
 - Field of Dreams parking lot

Comments:

Council has authorized engineering for the Prince Street (Main to Starin), Milwaukee Street (Wisconsin to Esterly) and Sewer (North to Milwaukee) projects for construction in 2012.

Staff has heard from the business owners along Milwaukee Street at the public information meeting that having the three Milwaukee Street projects back to back (2014-2016) would create more hardship and would prefer doing the projects every other year as shown on the 2012 schedule. I spoke with DOT and they will move the Milwaukee-Newcomb intersection to 2016 for construction at the City's request.

Actions requested:

Discussion with Council about the projects, schedule, and financing.
Possible approval of the schedule as determined after discussion.
Authorization to formally request DOT to reschedule the Milwaukee-Newcomb construction in 2016.

Please place this item on the Council's December 20 agenda for consideration.

Thank you.

Capital Improvement Fund (CIF) Projects Programmed

Year	Project	Activity	Total Project Cost	Funding Sources for Project			Comments
				CIF	Water	Sewer	
2011	Whitewater Passenger Train Depot Restoration		399,900				
		Fund Raising - Historical Society	(40,000)				
		DOT Transportation Enhancement Grant	(319,900)				
		Net project cost	40,000				
		Construction	399,900	399,900			
		Fund Total:	399,900	399,900	-	-	
2011	Broadband Distribution		50,000				
		Distribution to city facilities	50,000	50,000			
		Fund Total:	50,000	50,000	-	-	
2011	Traffic Signals at Main/Whitton		231,846				
		Highway Safety Improvement Program	(208,661)				
		Net project cost	23,185				
		Design, equipment, installation, engineering	232,746	232,746			
		Fund Total:	232,746	232,746	-	-	
2011	North Street (First to Jefferson)		1,289,960				
		CDBG Grant: 30%	(380,988)				
		Net project cost	888,972				
		Water		103,300			
		Sewer			35,150		
		Stormwater				40,970	
		CIF - Street & Miscellaneous	136,548				
		Both bridge replacements	700,000				
		CIF - 25% contingency & tech services	209,137	25,825	8,788	10,243	
		Fund Total:	1,045,685	129,125	43,938	51,213	
2011	WAC - Aquatic Center Energy Improvements		50,000				
		Fund Total:	50,000	-	-	-	
2012	Milwaukee Street (Wisconsin to Esterly)		2,888,750				Project needs to be completed before 2014 Milwaukee/Newcomb project for sewer
		Water		439,600			
		Sewer			663,500		
		Stormwater				87,500	
		CIF - Street	1,170,400				
		CIF - 25% contingency & tech services	280,100	109,900	165,875	21,875	
		Fund Total:	1,400,500	549,500	829,375	109,375	
2012	Prince Street (Main to Starin Road)		1,083,094				CIF, parking fees, UWW contribution?
		Water		192,500			
		Sewer			60,600		
		Stormwater				138,000	
		CIF - Street	459,375				
		CIF - 25% contingency & tech services	114,844	48,125	15,150	34,500	
		Fund Total:	574,219	240,625	75,750	172,500	
2013	Downtown Eastgate (Whitewater to Milwaukee)		2,128,500				Possibly apply for CDBG grant
		Water		267,330			
		Sewer			18,270		
		Stormwater				168,200	
		Decorative Street Lights & Installation (28)	78,400				
		Street Construction	1,169,600				
		25% contingency & tech services	312,250	66,833	4,568	42,050	
		Fund Total:	1,561,250	334,163	22,838	210,250	

Capital Improvement Fund (CIF) Projects Programmed

Year	Project	Activity	Total Project Cost	Funding Sources for Project				Comments:
				CIF	Water	Sewer	Stormwater	
2014	Prairie Street (Main to Starin)		1,093,250					CIF, parking fees, UWW contribution
		Water			198,000			
		Sewer				62,400		SRF? Consider mill and overlay vs reconstruction gamble on utilities?
		Stormwater					142,200	
		CIF - Street		472,000				
		CIF - 25% contingency & tech services		118,000	49,500	15,600	35,550	
		Fund Total:		590,000	247,500	78,000	177,750	
2014	Milwaukee & Newcomb Intersection - DOT Project		2,143,600					
		DOT Connecting Highway agreement	(2,036,450)					
		Net project cost	107,150					
		Sewer				25,000		
		Street construction		2,118,600				
		Fund Total:		2,118,600	-	25,000	-	
2015	Clay St (Dann Street to Esterly) Esterly (Milwaukee to Clay)		1,074,594					Project can be broken up
		Water			185,750			
		Sewer				213,250		Abutting properties can be assessed for some of these project costs
		Stormwater					91,000	Possibly apply for STP monies - May want to combine with 2016 project
		CIF - Street & Misc.		369,875				
		CIF - 25% contingency & tech services		92,419	46,438	53,313	22,750	
		Fund Total:		462,094	232,188	266,563	113,750	
2016	Clay St Reconstruction (Esterly to Roundabout)		1,213,985					Abutting properties can be assessed for some of these project costs
		Water			192,000			Possibly apply for STP monies - May want to combine with 2016 project
		Sewer				183,225		
		Stormwater					137,900	
		CIF - Street		468,063				
		CIF - 25% contingency & tech services		114,516	48,000	45,806	34,475	
		Fund Total:		572,579	240,000	229,031	172,375	

Projects - Not Programmed

Library Expansion
 Fire/EMS Expansion
 Lakes - cleanup
 Connecting Highway 59 - Elkhorn Rd, Milwaukee, Newcomb

\$7.2M estimated w/\$3.6M to be fund raised
 \$1.2M with local match of \$180K
 To be determined
 To be determined

Other funding: impact fee, fund raising, bonds
 Other funding: impact fee, fund raising, bonds
 Possible Lake Improvement District
 CIF, DOT Connecting Highway Fund

Street projects - priority by PASER rating & utility needs

George St	North to terminus	1,151,563
Center St	Franklin to Summit	789,938
Bishop St	Clay Street to Newcomb Street	\$365,000
Esterly St	Clay Street to Milwaukee Street	\$473,000
Newcomb St	Clay Street to Milwaukee Street	\$243,000
East Main St	Newcomb Street to Bluff Road	\$1,884,000
East St	Main Street to Chicago Street	\$304,000
Jefferson St	Cravath Street to Starin Road	\$668,000
Wakely St	Main Street to North Street	\$289,000

Capital Improvement Fund (CIF) Projects Programmed

Year	Project	Activity	Total Project Cost	Funding Sources for Project				Comments:
				CIF	Water	Sewer	Stormwater	
2012	Whitewater Passenger Train Depot Restoration		399,900					
		Fund Raising - Historical Society	(40,000)					
		DOT Transportation Enhancement Grant	(319,900)					
		Net project cost	40,000					
		Construction		399,900				
		Fund Total:		399,900	-	-	-	
2012	Broadband Distribution		50,000					
		Distribution to city facilities		50,000				
		Fund Total:		50,000	-	-	-	
2012	Milwaukee Street (Wisconsin to Esterly)		2,888,750					
		Water			139,600			
		Sewer				663,500		
		Stormwater					87,500	
		CIF - Street	1,120,400					
		CIF - 25% contingency & tech services	280,100	109,900	165,875		21,875	
		Fund Total:	1,400,500	549,500	829,375	109,375		
2012	Sewer (North to Milwaukee) Eliminates North St Lift station		342,188					
		Sewer			273,750			
		CIF - 25% contingency & tech services	-	-	68,438		-	
		Fund Total:	-	-	342,188	-	-	
2012	Prince Street (Main to Starin Road)		992,813					
		Water		174,550				parking fees, UWW contribution?
		Sewer			150,150			
		Stormwater					100,900	
		CIF - Street	368,650					
		CIF - 25% contingency & tech services	92,163	43,538	37,538		25,225	
		Fund Total:	460,813	218,188	187,688	126,125		
2012	Multi-use trail (Wisconsin to Franklin)		325,000					
		DOT grant	(150,000)					
		City has \$76,500 set aside for this project	(76,500)					
		Additional funding needed:	98,500					
		City technical services		53,000				
		DOT consultant & DOT review		20,500				
		Construction estimate		190,000				
		Wetland mitigation		33,000				
		CIF - 15%		28,500				
		Fund Total:	-	325,000				
2013	EMS/Fire Dept Building Need		1,250,000					
		Building estimate		1,000,000				Possibly apply for CDBG grant
		CIF - 25% contingency & tech services		250,000				
		Fund Total:	-	1,250,000				
2013	Field of Dreams parking lot		225,000					
		Construction estimate		180,000				
		CIF - 25% contingency & tech services		45,000				
		Fund Total:	-	225,000				

Capital Improvement Fund (CIF) Projects Programmed

Year	Project	Activity	Total Project Cost	Funding Sources for Project				Comments:
				CIF	Water	Sewer	Stormwater	
2014	Downtown Eastgate (Whitewater to Milwaukee)		2,141,163					
	Water				267,300			
	Sewer					18,230		
	Stormwater						168,200	
	Decorative Street Lights & installation (28)		89,600					
	Street Construction		1,169,600					
	25% contingency & tech services		314,800		66,825	4,658	42,050	
	Fund Total:		1,574,000		334,125	22,888	210,250	
2015	Clay St (Dann Street to Esterly)		601,438					
	Water				128,250			
	Sewer					114,250		
	Stormwater						39,600	
	CIF - Street & Misc.		199,050					Possibly apply for STP monies
	CIF - 25% contingency & tech services		49,763	32,063	28,563		9,800	
	Fund Total:		248,813	160,313	142,813		49,500	
2015	Esterly Street (Milwaukee to Clay)		398,656					
	Water				78,750			
	Sewer					93,900		
	Stormwater						18,975	Abutting properties can be assessed for some of these project costs
	CIF - Street & Misc.		127,300					
	CIF - 25% contingency & tech services		31,825	19,888	23,475		4,744	
	Fund Total:		159,125	98,438	117,375		23,719	
2016	Milwaukee & Newcomb Intersection - DOT Project		2,430,600					
	DOT Connecting Highway agreement		(2,036,450)					
	Net project cost		394,150					
	Water				121,750			
	Sewer					127,850		
	Stormwater							Storm included with DOT street project
	Street construction		2,118,600					
	CIF - 25% contingency & tech services			30,436	31,963			
	Fund Total:		2,118,600	152,168	159,813			
2017	Clay St Reconstruction (Esterly to Roundabout)		1,213,985					
	Water				192,000			This is not a detail estimate
	Sewer					183,225		Abutting properties can be assessed for some of these project costs
	Stormwater						137,900	Possibly apply for STP monies
	CIF - Street		458,063					
	CIF - 25% contingency & tech services		114,516	48,000	45,806		34,475	
	Fund Total:		572,579	240,000	229,031		172,375	

Capital Improvement Fund (CIF) Projects Programmed

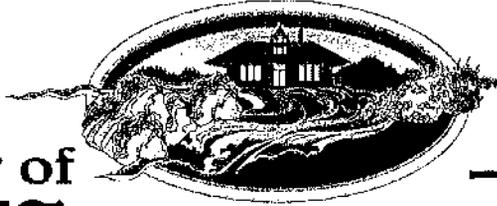
Year	Project	Activity	Total Project Cost	Funding Sources for Project			Comments:
				CIF	Water	Sewer	

Projects - Not Programmed

Library Expansion	\$7.2M estimated w/\$3.6M. to be fund raised	Other funding: impact fee, fund raising, bonds
Lakes - cleanup	To be determined	Possible Lake Improvement District
Connecting Highway 59 -Elkhorn Rd, Milwaukee, Newcomb	To be determined	CIF, DOT Connecting Highway Fund

Street projects -priority by PASER rating & utility needs

George St	North to terminus	1,151,563
Center St	Franklin to Summit	789,938
Bishop St	Clay Street to Newcomb Street	\$365,000
Newcomb St	Clay Street to Milwaukee Street	\$243,000
East Main St	Newcomb Street to Bluff Road	\$1,884,000
East St	Main Street to Chicago Street	\$304,000
Jefferson St	Cravath Street to Starin Road	\$668,000
Wakely St	Main Street to North Street	\$289,000



City of
WHITEWATER

Doug Saubert
Finance Director
P.O. Box 690
Whitewater, WI 53190

PHONE: (262) 473-1380
FAX: (262) 473-0589
Email: dsaubert@whitewater-wi.gov
WEBSITE: www.whitewater-wi.gov

TO: Council Members & City Manager

FROM: Doug Saubert

A handwritten signature in black ink, appearing to be 'DS' or similar initials, written over the printed name 'Doug Saubert'.

RE: Financing plan for upcoming CIP project 2012-2014

DATE: December 15, 2011

RW Baird has provided example financing plans for the following:

- 1) G.O. Bonds – Tax Levy Supported /Option #2 – includes capitalized interest
- 2) Water Utility – Revenue Bonds
- 3) Wastewater Utility – Revenue Bonds

The financing plans support all scheduled capital and important projects for 2012 thru 2014.

CITY OF WHITEWATER-CIP-FINANCING-2012 THRU 2014

WATER:	2012 \$	549,500	Milwaukee St.---(Wisconsin to Esterly)
	2012 \$	218,188	PRINCE ST---(Main to Starin Road)

2014 \$ 334,125 Downtown Eastgate---Whitewater St to Milwaukee St

TOTAL \$ 1,101,813

SEWER	2012 \$	829,375	Milwaukee St.---(Wisconsin to Esterly)
	2012 \$	342,188	North to Milwaukee---Eliminates North St. Lift Station
	2012 \$	187,688	PRINCE ST---(Main to Starin Road)

2014 \$ 22,788 Downtown Eastgate---Whitewater St to Milwaukee St

TOTAL \$ 1,382,039

GENERAL FD	2012 \$	1,400,500	Milwaukee St.---(Wisconsin to Esterly)
	2012 \$	460,813	PRINCE ST---(Main to Starin Road)
	2012 \$	98,500	Multi-Use Trail---(Wisconsin to Franklin) 325,000 less 150,000(DOT GRANT) less 75,500(funds on hand)= 98,500
	2012 \$	-	Whitewater Train Depot Restoration 399,900 less 319,900(DOT Grant) less 40,000(Hist Soc Grant) less 40,000(Funds on Hand)= 0
	2012 \$	-	Broadband Distribution Cost 50,000 less 50,000(Funds on Hand)= 0
	2012 \$	420,000	PRINCE ST---(Main to Starin Road) -University Underground-pay back 84,000 per year 2 thru 6
	2012 \$	350,000	Narrow Band Communications Equipment

2013 \$ 1,250,000 EMS/Fire Dept Building Needs

2013 \$ 225,000 Field of Dreams---Parking Lot

2014 \$ 1,574,000 Downtown Eastgate---Whitewater St to Milwaukee St

TOTAL \$ 5,778,813

STORMWATER	2012 \$	109,375	Milwaukee St.---(Wisconsin to Esterly)
	2012 \$	126,125	PRINCE ST---(Main to Starin Road)

2014 \$ 210,250 Downtown Eastgate---Whitewater St to Milwaukee St

TOTAL \$ 445,750

GRAND TOTAL \$ 8,708,415

REVISED---12/07/11

C-4

CITY OF WHITEWATER Example Financing Plan

LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE (General City)	LEVY & STORMWATER SUPPORTED \$927,000 Bank Loan (A) Dated September 8, 2013 (First Interest 1/1/12)		LOAN ALLOC. BY PURPOSE		LEVY & STORMWATER SUPPORTED INCLUDES REIMBURSEMENT OF BANK LOAN \$3,960,000 GENERAL OBLIGATION BONDS Dated May 1, 2012 (First Interest 3/1/13)				2017 ALLOCATION BY PURPOSE			FUTURE FINANCING DEBT SERVICE		COMBINED DEBT SERVICE (General City)	COMBINED MILL RATE (C)	STORMWATER PURPOSE
			INTEREST (3/1 & 9/1) RATE= 6.75%	GENERAL CITY PURPOSE	STORMWATER PURPOSE	PRINCIPAL (9/1)	INTEREST (3/1 & 9/1) EST. TIC= 2.12%	TOTAL	CAP. INTEREST	GENERAL CITY PURPOSE Annual Debt Service	URW RETBURSE Annual Debt Service	STORMWATER PURPOSE Annual Debt Service	(General City) (1)	(Stormwater) (2)				
2010	2011	\$454,398														\$454,398	0.83	
2011	2012	\$444,693	\$2,837	\$2,520	\$617	\$65,000	\$152,658	\$217,658	\$39,000	\$113,142	\$76,700	\$18,317			\$447,213	\$0.82		
2012	2013	\$467,810				\$70,000	\$113,194	\$183,194		\$123,356	\$77,100	\$13,738	\$24,972	\$0	\$821,951	\$1.01		
2013	2014	\$435,101				\$90,000	\$111,794	\$201,794		\$97,116	\$75,700	\$33,738	\$86,447	\$5,506	\$552,429	\$1.01		
2014	2015	\$386,877				\$210,000	\$109,994	\$319,994		\$212,378	\$74,300	\$33,338	\$127,275	\$17,878	\$559,625	\$1.03		
2015	2016	\$219,047				\$250,000	\$105,794	\$355,794		\$245,236	\$77,900	\$32,938	\$107,275	\$12,675	\$550,744	\$1.01		
2016	2017	\$113,513				\$265,000	\$100,794	\$365,794		\$256,756	\$76,500	\$32,538	\$215,775	\$17,475	\$558,910	\$1.03		
2017	2018	\$86,378				\$195,000	\$95,494	\$290,494		\$253,356		\$17,138	\$17,575	\$17,225	\$556,781	\$1.02		
2018	2019	\$89,000				\$200,000	\$91,106	\$291,106		\$254,531		\$26,575	\$215,900	\$16,575	\$558,552	\$1.03		
2019	2020	\$88,120				\$205,000	\$86,106	\$291,106		\$250,156		\$40,950	\$273,050	\$16,675	\$559,450	\$1.03		
2020	2021	\$85,243				\$210,000	\$80,466	\$290,466		\$250,344		\$40,175	\$275,525	\$16,375	\$559,187	\$1.03		
2021	2022	\$89,318				\$215,000	\$74,694	\$289,694		\$250,364		\$39,300	\$216,850	\$16,025	\$553,482	\$1.02		
2022	2023	\$92,738				\$225,000	\$69,494	\$294,494		\$254,644		\$38,400	\$212,350	\$15,675	\$557,111	\$1.02		
2023	2024	\$89,517				\$230,000	\$61,494	\$291,494		\$253,254		\$14,300	\$218,250	\$15,325	\$559,758	\$1.03		
2024	2025	\$87,514				\$235,000	\$54,025	\$289,025		\$252,444		\$16,525	\$228,650	\$14,525	\$551,144	\$1.01		
2025	2026					\$245,000	\$46,381	\$291,381		\$253,631		\$15,550	\$200,650	\$14,525	\$556,481	\$1.02		
2026	2027					\$250,000	\$38,113	\$288,113		\$253,535		\$14,525	\$302,250	\$14,125	\$555,825	\$1.02		
2027	2028					\$255,000	\$29,363	\$284,363		\$250,875		\$33,488	\$303,200	\$13,725	\$554,075	\$1.02		
2028	2029					\$265,000	\$20,438	\$285,438		\$253,600		\$22,438	\$298,425	\$18,300	\$551,425	\$1.01		
2029	2030					\$280,000	\$10,500	\$290,500		\$254,100		\$36,313	\$303,438	\$17,603	\$557,625	\$1.02		
2030	2031												\$382,525	\$17,025	\$382,525	\$0.70		
2031	2032												\$387,225	\$16,350	\$387,225	\$0.71		
2032	2033												\$256,025	\$15,675	\$256,025	\$0.47		
2033	2034																	
		\$3,231,010	\$3,117	\$2,320	\$817	\$3,960,000	\$1,450,646	\$5,410,646		\$4,314,504	\$432,700	\$643,447	\$4,981,597	\$315,579	\$2,490,616			

Max Impact over 2011 2011-20

(A) Assumes Bank Loan will be refunded with 2012 Bonds on 5/1/12.
 (B) Future 20-year financing for General City & Stormwater purposes in December of 2013 & 2014 (detailed below). Includes \$50,000 capitalized interest on 2013 financing.
 (C) Mill rates based on 2010 Assessed Valuation (TID-OUT) of \$544,666,188 with no annual growth.

Project Amounts	Bank Loan			
	2011 Financing	2012 Financing	2013 Financing	2014 Financing
General City - Refinance STFL	\$700,000	\$2,729,813	\$1,475,000	\$1,574,000
TID #6 - Refinance STFL	\$0	\$701,152	\$0	\$0
TID #4	\$0	\$0	\$0	\$0
Stormwater - Refinance STFL	\$227,000	\$235,500	\$0	\$210,250
Stormwater - Refinance STFL	\$0	\$227,377	\$0	\$0
Total	\$927,000	\$3,893,542	\$1,475,000	\$1,784,250

Preliminary

City of Whitewater Water Utility Financing Plan

CALENDAR	WATER UTILITY		PRELIMINARY \$865,000			2014 TOTAL DEBT SERVICE (A)	COMBINED DEBT SERVICE (G.O. & Revenue)	COMBINED DEBT SERVICE (Revenue Debt)	PROJECTED COVERAGE RATIO (B)
	EXISTING DEBT SERVICE (G.O. Debt)	EXISTING DEBT SERVICE (Revenue Debt)	Waterworks System Revenue Bonds Dated May 1, 2012 (First interest 10/1/12)						
			PRINCIPAL (10/1)	INTEREST (4/1 & 10/1) Est. TIC = 3.19%	TOTAL				
2011	\$67,924	\$265,056					\$332,980	\$265,056	2.18
2012	\$67,196	\$338,550		\$10,584	\$10,584		\$416,330	\$349,134	1.66
2013	\$66,346	\$332,950	\$50,000	\$25,403	\$75,403		\$474,698	\$408,353	1.42
2014	\$65,253	\$337,350	\$50,000	\$24,403	\$74,403	\$6,469	\$483,474	\$411,753	1.41
2015	\$67,351	\$341,550	\$50,000	\$23,403	\$73,403	\$30,525	\$512,829	\$414,953	1.39
2016	\$65,813	\$80,130	\$50,000	\$22,403	\$72,403	\$29,850	\$248,196	\$152,533	3.79
2017		\$78,810	\$50,000	\$21,153	\$71,153	\$34,175	\$184,138	\$149,963	3.86
2018		\$82,215	\$55,000	\$19,903	\$74,903	\$33,275	\$190,393	\$157,118	3.68
2019		\$80,475	\$55,000	\$18,528	\$73,528	\$32,375	\$186,378	\$154,003	3.76
2020		\$83,555	\$55,000	\$17,153	\$72,153	\$31,475	\$187,183	\$155,708	3.72
2021		\$81,475	\$60,000	\$15,503	\$75,503	\$30,575	\$187,553	\$156,978	3.69
2022		\$84,200	\$60,000	\$13,703	\$73,703	\$34,675	\$192,578	\$157,903	3.67
2023		\$86,750	\$60,000	\$11,753	\$71,753	\$33,550	\$192,053	\$158,503	3.65
2024		\$83,975	\$65,000	\$9,803	\$74,803	\$32,425	\$191,203	\$158,778	3.65
2025		\$81,200	\$65,000	\$7,593	\$72,593	\$31,300	\$185,093	\$153,793	3.76
2026		\$83,200	\$70,000	\$5,285	\$75,285	\$30,175	\$188,660	\$158,485	3.65
2027			\$70,000	\$2,695	\$72,695	\$34,050	\$106,745	\$72,695	7.96
2028						\$32,700	\$32,700		
2029						\$31,350	\$31,350		
TOTAL	\$399,884	\$2,521,441	\$865,000	\$249,262	\$1,114,262	\$488,944	\$4,524,530	\$3,635,703	

(A) Example 15-year financing (assumes general obligation @ 4.50%) in 2014 for project amount of \$334,125.

(B) Based on 2011 Budgeted Net Revenues of \$578,786. Rate covenants require coverage of at least 1.2x max annual debt service (revenue debt only).

Sources Of Funds	
Par Amount of Bonds	\$865,000
Transfers from Prior Issue DSR Funds	\$204,652
Reoffering Premium	\$9,335
Total Sources	\$1,078,987
Uses Of Funds	
Deposit to Project Construction Fund	\$767,688
Deposit to Debt Service Reserve Fund	\$271,327
Total Underwriter's Discount	\$8,650
Q&B Bond Counsel (Estimate)	\$8,500
Moody's Rating Agency Fee (Estimate)	\$8,000
Baird Financial Advisory Fee (Estimate)	\$7,500
Rounding Amount	\$4,746
Official Statement Preparation & Distribution	\$2,250
Associated Trust Fiscal Agent Fee (Estimate)	\$325
Total Uses	\$1,078,987

	2011 Budget
Gross Revenues:	\$1,523,150
Less: Current Expenses:	(\$944,364) ⁽¹⁾
Net Revenues:	\$578,786

(1) Less Depreciation

C-4

Preliminary

City of Whitewater Wastewater Utility Example Financing Plan

CALENDAR	WASTEWATER UTILITY		EXAMPLE NEW ISSUE			2014 TOTAL DEBT SERVICE (A)	COMBINED DEBT SERVICE (G.O. & Revenue)	COMBINED DEBT SERVICE (Revenue Debt)	PROJECTED COVERAGE RATIO (B)
	EXISTING DEBT SERVICE (G.O. Debt)	EXISTING DEBT SERVICE (Revenue Debt)	\$1,520,000						
			PRINCIPAL (5/1)	INTEREST (5/1 & 11/1) Est. TIC = 3.22%	TOTAL				
2011	\$32,771	\$336,397					\$369,168	\$336,397	2.94
2012	\$32,419	\$527,081		\$22,341	\$22,341		\$581,842	\$549,473	1.80
2013	\$32,009	\$528,039	\$85,000	\$43,833	\$128,833		\$688,880	\$656,871	1.51
2014	\$31,482	\$533,318	\$85,000	\$42,133	\$127,133	\$563	\$692,495	\$660,451	1.50
2015	\$32,494	\$527,445	\$90,000	\$40,383	\$130,383	\$1,125	\$691,447	\$657,828	1.50
2016	\$31,752	\$530,619	\$90,000	\$38,358	\$128,358	\$1,125	\$691,854	\$658,977	1.50
2017		\$198,343	\$90,000	\$36,108	\$126,108	\$1,125	\$325,575	\$324,450	3.05
2018		\$198,288	\$95,000	\$33,795	\$128,795	\$1,125	\$328,208	\$327,083	3.02
2019		\$198,232	\$95,000	\$31,420	\$126,420	\$1,125	\$325,777	\$324,657	3.05
2020		\$198,174	\$100,000	\$28,733	\$128,733	\$1,125	\$328,031	\$326,906	3.02
2021		\$198,114	\$100,000	\$25,733	\$125,733	\$1,125	\$324,972	\$323,847	3.05
2022		\$198,053	\$105,000	\$22,526	\$127,526	\$1,125	\$326,704	\$325,579	3.04
2023		\$197,990	\$110,000	\$19,033	\$129,033	\$1,125	\$328,147	\$327,022	3.02
2024		\$197,925	\$115,000	\$15,290	\$130,290	\$1,125	\$329,340	\$328,215	3.01
2025		\$197,859	\$115,000	\$11,294	\$126,294	\$6,013	\$330,165	\$324,152	3.05
2026		\$197,790	\$120,000	\$7,033	\$127,033	\$5,788	\$330,610	\$324,822	3.04
2027		\$197,720	\$125,000	\$2,406	\$127,406	\$5,563	\$330,688	\$325,126	3.04
2028		\$197,647				\$5,338	\$202,985	\$197,647	5.00
2029		\$197,573				\$5,113	\$202,685	\$197,573	5.00
2030		\$39,767					\$39,767	\$39,767	24.86
2031		\$39,756					\$39,756	\$39,756	24.87
TOTAL	\$192,926	\$5,636,130	\$1,520,000	\$420,415	\$1,940,415	\$39,625	\$7,809,096	\$7,576,515	

(A) Example 15 year financing (assumes general obligation @ 4.50%) in 2014 for project amount of \$22,788.

(B) Based on 2011 Projected Net Revenues of \$988,731. Rate covenants require coverage of at least 1.2x max annual debt service (revenue debt only).

Sources Of Funds	
Par Amount of Bonds	\$1,520,000
Transfers from Prior Issue DSR Funds	\$123,000
Reoffering Premium	\$15,146
Total Sources	\$1,658,146
Uses Of Funds	
Deposit to Project Construction Fund	\$1,359,251
Deposit to Debt Service Reserve Fund	\$254,726
Baird Financial Advisory Fee (Estimate)	\$7,500
Rating Agency Fee (Estimate)	\$8,000
Bond Counsel (Estimate)	\$10,000
Total Underwriter's Discount	\$15,200
Official Statement Preparation & Distribution	\$2,250
Fiscal Agent Fee (Estimate)	\$325
Rounding Amount	\$1,394
Total Uses	\$1,658,146

	2011 Projected
Gross Revenues:	\$2,234,996
Less: Current Expenses:	(\$1,246,265)
Net Revenues:	\$988,731

(1) Less Depreciation

C-4

DATE: December 15, 2011
FROM: Lynn Binnie, Councilmember AD4
TO: Common Council, City Manager, and City Attorney

Per my request, the agenda for December 20 includes discussion and possible direction regarding procedure for handling appointments to vacant councilmember positions. Enclosed please find a copy of a policy on this subject which I obtained from Cedarburg. I would appreciate your review of this policy in advance of our meeting, as I think it may help to make our discussion more efficient.

**CITY OF CEDARBURG
POLICY/PROCEDURE MANUAL**

SUBJECT: FILLING ALDERMANIC POSITION VACANCIES

CC-20A

-
- General: In order to provide the citizens of the City of Cedarburg with appropriate representation, a uniform procedure shall be used by the Common Council to fill vacancies in the elected position of alderperson.
- Procedures:
1. Whenever an aldermanic position becomes vacant under the conditions listed in Sec. 17.03, Stats., the vacancy is filled by Common Council appointment, except when a recall election is held. An alderperson shall be chosen from interested candidates residing within the affected district. A person so appointed shall hold office until a successor is elected and qualified.
 2.
 - a) If a vacancy occurs on or before December 1, and the term does **not** expire the following April, unless otherwise ordered by the Council, a successor is chosen at the spring election.
 - b) If the vacancy occurs after December 1 preceding the first Tuesday in April, a successor is appointed and the election is held in April of the second year following the December cutoff date.
 - c) If a vacancy occurs between January 1 and May 31 of the second year of the unexpired term, Council appoints a person to fill the vacancy and has the option to order a special election concurrent with the November election.
 3. The City Clerk shall advertise the vacant position through a news release and/or paid advertisement in the City's official newspaper.
 4. Resumes from interested candidates shall be submitted to the City Clerk in accordance with a stipulated deadline and interviews scheduled before the Common Council. Candidates may submit references from individual citizens within their district.
 5. Interviews and voting are conducted in Open Session Common Council meetings. As with all open sessions, interested news media and public will be present throughout the entire process. No public input will be taken during the interview or voting process.
 6. Written questions which have been prepared by Council Members will be provided to each candidate in advance of the oral interviews. Candidates will provide oral responses to these questions during the interview process.

7. Interviews will be conducted with questions presented alternately to candidates. All candidates may be present throughout the interview process.
8. After all interviews have concluded, the Council may discuss qualifications of candidates. The Council may recall individual candidates to clarify any issue previously discussed.
9. Each Council Member votes for one candidate. The individual receiving the least number of votes on the first ballot will no longer be considered a candidate and additional balloting continues using the same process until only one candidate receives a majority of votes cast. There may be additional discussion by Council Members between each vote. A candidate must receive a majority of votes from the Council, but not less than three, to be elected. An abstention by a Council Member during the voting process is not considered a vote.
10. In the case of a tie vote for the final two candidates for an aldermanic position, the mayor will break the tie.
11. Following the completion of balloting, a formal motion is in order to appoint the selected candidate to complete the unexpired term of office.
12. Council voting is done by paper ballot and the voting results are announced. Ballots must contain the name of the person voting, as well as the name of the person voted for, so that the vote of each member can be ascertainable.
13. The oath of office is administered by the City Clerk and the responsibilities and term of office are assumed.

Approved: 3/14/94

Adopted: 3/28/94

Revised: 1/26/98

Revised: 2/23/98

Revised: 6/14/04

Revised: 12/8/08

(3) **MUNICIPAL JUDGES.** Of the resignation of municipal judges in any city or village, however organized, or in any town, by the city, village or town clerk, as the case may be, to the clerk of the circuit court for the county.

History: 1977 c. 305; 1991 a. 316.

17.025 Temporary vacancies. (1) **EXISTENCE.** Whenever the duly qualified incumbent of an office enumerated in sub. (4) is found to be unable to perform all of the functions of the office by incapacitation caused by illness or injury of any nature, a temporary vacancy exists.

(2) **HOW CONVENED.** (a) *Voluntary petition.* Whenever the incumbent of an office enumerated in sub. (4), or the incumbent's duly appointed guardian, files a written petition for a hearing to determine the incumbent's incapacitation with any member of the board requesting a hearing, the disability board shall be convened within 5 days from the date of filing said petition.

(b) *Involuntary petition.* Whenever a written petition duly signed by any 4 members of the disability board is filed with the board requesting a hearing to determine the incapacitation of the incumbent of an office enumerated in sub. (4), the board shall be convened within 5 days from the date of filing said petition. The petition shall be signed by at least one member of each of the political parties represented on the board.

(3) **HEARING.** (a) *When held.* Whenever the disability board has been convened it shall conduct a hearing to determine whether a temporary vacancy exists.

(b) *Proceedings.* In the conduct of the hearing any member of the board shall have the right to administer oaths, to summon and compel attendance of witnesses, and to sign and issue a subpoena. The board shall keep a record of its proceedings and a phonographic transcript shall be taken, made a part of the files and transcribed only by order of the board. The files and records of the board in proceedings under this section shall be kept in locked files and shall not be open to inspection except upon specific permission of the board. In any action or special proceeding in a court of record, such files and records shall be made available by special order of such court.

(c) *Quorum.* A quorum shall consist of 6 members. Findings shall be effective only by a secret affirmative vote of 6 members of the disability board. Said findings shall be final without right of appeal, except that after a finding of disability or inability to act, the affected incumbent may appeal such finding pursuant to ch. 227. The appeal shall be limited to the board record. The finding of disability or inability to act shall remain in effect during the pendency of such appeal.

(d) *Findings.* After a hearing by the disability board and a finding of disability or inability to act has been filed, a written certificate of temporary incapacity signed and authorized by the board members shall be filed in the office of the secretary of state not later than the next succeeding legal workday and when so filed shall create a temporary vacancy in such affected elected office. In the event of a finding of no disability by failure to secure 6 affirmative votes in support of the petition, the board shall dismiss the petition.

(e) *Rehearing.* The disability board shall conduct rehearings in accordance with pars. (b) and (c). A rehearing before the disability board to reconsider an existing finding of temporary incapacitation shall be held when petitioned as provided in sub. (2), but no such rehearing shall be held unless 3 months have elapsed from the date of the conclusion of the original hearing or the most recent rehearing. When the existing finding of disability or inability to act was made pursuant to a voluntary petition under sub. (2) (a) and more than 3 months have elapsed since such finding, such affected incumbent may file a declaration of fitness. Upon the filing of such declaration the board may reconvene on call of any member and conduct a rehearing to determine such incumbent's ability to serve. Failure to reconvene the board within 15 days from the date of filing of such declaration shall result in voiding

the finding of disability or inability to act, and restore the incumbent to office.

(f) *Removal of disability.* After a board rehearing and a finding of a removal of the disability and, therefore, an ability to act, a written certificate of such finding shall be signed and authorized by the board members and shall be filed in the office of the secretary of state not later than the next succeeding legal workday and when so filed shall rescind the previously filed certificate of temporary incapacity. At such time the regularly elected incumbent shall resume the office.

(4) **AFFECTED OFFICES AND HOW FILLED DURING DISABILITY.** Whenever the board has made a finding that a temporary vacancy exists in the following offices, such office shall be filled for the period of such temporary vacancy or the balance of the unexpired term, whichever is the shorter period, as follows:

(a) *Governor.* When the temporary vacancy exists in the office of governor, the duties of the governor shall automatically be assumed by the lieutenant governor as required by article V, section 7, of the constitution.

(b) *Lieutenant governor.* When the temporary vacancy exists in the office of lieutenant governor during the continuance of a vacancy in the office of governor, the duties of the office of governor shall be assumed by the secretary of state as required by article V, section 8, of the constitution.

(c) *Secretary of state; state treasurer.* When the temporary vacancy exists in the office of secretary of state or in the office of state treasurer, the duties of the office shall be assumed, respectively, by the first emergency interim successor designated under s. 323.53 (2) or, if no such designation has been made for the respective office, then by a deputy appointed by the governor.

(d) *Attorney general; state superintendent.* When the temporary vacancy exists in the office of attorney general or in the office of state superintendent of public instruction, the duties of the office shall be assumed, respectively, by the deputy under s. 15.04 (2) or, if such office is vacant, by a deputy appointed by the governor.

History: 1971 c. 40 s. 93; 1975 c. 332; 1977 c. 196 s. 131; 1977 c. 449; 1979 c. 361 s. 113; 1982 a. 192; 1991 a. 316; 1995 a. 27 s. 9145 (1); 1997 a. 27; 2009 a. 42.

17.03 Vacancies, how caused. Except as otherwise provided, a public office is vacant when:

- (1) The incumbent dies.
- (2) The incumbent resigns.
- (3) The incumbent is removed.
- (4) The incumbent ceases to be a resident of:
 - (a) This state; or
 - (b) If the office is legislative, the district from which elected; or
 - (br.) If the office is a district attorney, the prosecutorial unit from which elected; or
 - (c) If the office is local and elective, the county, city, village, town, district or area from which elected, except as provided in ss. 60.30 (6), 119.08 (1) (c) and 120.05 (1) (d); or
 - (d) If the office is local and appointive, and residency is a local requirement, the county, city, village, town, district or area within which the duties of the office are required to be discharged.
- (4m) In the case of a school district office, the incumbent is absent from the district for a period exceeding 60 days.
- (5) Whether or not sentenced to imprisonment, the incumbent is convicted and sentenced by a state or federal court for treason, felony or other crime of whatsoever nature punishable by imprisonment in any jail or prison for one year or more, or for any offense involving a violation of the incumbent's official oath. A vacancy so created is not affected by a stay of execution of judgment. Reversal of the judgment, but not a pardon, immediately restores the incumbent to office if the term has not expired and entitles the incumbent to the emoluments of the office for the time the incumbent would have served in the office but for the judgment.



(6) A competent tribunal voids the election or appointment, or adjudges the incumbent to be incapable of understanding the objective of the elective process; or places the incumbent under guardianship, unless the court finds that the incumbent is competent to exercise the right to vote.

(7) A person elected or appointed or reelected or reappointed to any office neglects or refuses to take and file the official oath or to execute or renew the official bond if required, or to file the oath or bond as prescribed by law.

(8) The incumbent neglects or refuses to execute and file an additional bond, when lawfully required, as prescribed by law.

(9) A person elected or appointed to fill a vacancy or for a full term declines the office in writing or dies before qualifying or declines in writing or dies before the time when, by law, the person should enter upon the duties of the office to which elected or appointed.

(10) If the office is elective, the incumbent's term expires, except for the office of sheriff, coroner, register of deeds or district attorney.

(11) If the office is a school board seat, the first annual school meeting of a school district fails to elect school board members for the district.

(12) The offices are established upon the creation by the legislature of a new county and a new town.

(13) Any other event occurs which is declared by any special provision of law to create a vacancy.

History: 1971 c. 154; 1971 c. 304 s. 29 (1); 1979 c. 249; 1983 a. 484; 1985 a. 304, 312, 342; 1987 a. 391; 1989 a. 31, 241; 2005 a. 387.

Cross-reference: See s. 59.20 (1) for county supervisor residency requirement.

Cross-reference: See s. 196.575 for vacancies in office if district attorney, city attorney, assistant city attorney, or judicial officer is employed by a contractor carrier. City officers are subject to s. 17.07 vacancy provisions. *Wellnitz v. Wisconsin Police & Fire Commissioners*, 151 Wis. 2d 306, 444 N.W.2d 412 (Ct. App. 1989).

The felony conviction and sentencing of a state senator creates a vacancy in the office without any action by the senate. 65 Atty. Gen. 264.

No vacancy occurs under sub. (4) when a supervisor's residence remains the same but the district boundaries have changed. 76 Atty. Gen. 11.

17.035 Vacancies; military leaves. (1) If an elected or appointed official or employee of any city, village, town or school district however organized shall enter the armed forces of the United States and shall remove himself or herself temporarily from the municipality or district for which that person is an officer or employee such temporary removal shall constitute a temporary vacancy in such office or position.

(3) Temporary vacancies shall be filled as other vacancies are filled, except that no election need be held to fill any part of a temporary vacancy. The term of the person appointed temporarily shall not extend beyond the expiration of the term of the officer or employee who entered federal service. In the event the original officer or employee completes the federal service and returns to the district or municipality during his or her original term of office, the officer or employee may file with the clerk of the district or municipality, within 40 days of completing the federal service, a statement under oath that the federal service has terminated and that the officer or employee elects to resume the office or position. Upon the filing of the statement the term of the temporary officer or employee shall cease, and the returning officer or employee shall be entitled to resume the duties of the office.

History: 1991 a. 316; 1993 a. 246.

17.05 Governor may declare vacancies. The governor may declare vacant the office of any state officer required by law to execute an official bond whenever a judgment is obtained against such officer for a breach of the conditions of such bond.

17.06 Removal of state officers; impeachment; address. (1) Any civil officer of this state may be removed from office by impeachment for corrupt conduct in office, or for crimes and misdemeanors as provided in article VII, section 1, of the constitution; and any supreme court justice or circuit court judge may also be removed from office by address of both houses

of the legislature as provided in article VII, section 13, of the constitution.

(2) In this section, "address" means a procedure for removal of a judge from office based on a document entitled "Address" which specifies charges against a judge alleging misconduct or that the judge is not physically or mentally qualified to exercise the judicial functions of the judge's office. A copy of the address containing the charges against the judge shall be served upon the judge. The judge shall have the opportunity of being heard to present a defense against the charges. The judge may be removed from office by address of both houses of the legislature if two-thirds of all members elected to each house concur therein.

(3) A district attorney may be removed by the governor, for cause.

History: 1971 c. 142; 1983 a. 192; 1989 a. 31; 1991 a. 316.

17.07 Removals; legislative and appointive state officers. Removals from office of legislative and appointive state officers may be made as follows:

(1) Officers elected by either house of the legislature, by the house that elected them, at pleasure.

(2) State officers appointed by the legislature, by that body, at pleasure; or by the governor during the recess of the legislature, for cause.

(3) State officers serving in an office that is filled by appointment of the governor for a fixed term; by and with the advice and consent of the senate, or serving in an office that is filled by appointment of any other officer or body for a fixed term subject to the concurrence of the governor, by the governor at any time, for cause.

(3m) Notwithstanding sub. (3), the earned release review commission chairperson may be removed by the governor, at pleasure.

(4) State officers serving in an office that is filled by appointment of the governor with the advice and consent of the senate to serve at the pleasure of the governor, or serving in an office that is filled by appointment of any other officer or body for an indefinite term subject to the concurrence of the governor, by the governor at any time.

(5) State officers serving in an office that is filled by appointment of the governor alone for a fixed or indefinite term or to supply a vacancy in any office, elective or appointive, except justices of the supreme court and judges and the adjutant general, by the governor at pleasure; the adjutant general, by the governor, at any time, for cause or for withdrawal of federal recognition of his or her commission under 32 USC 323; and all officers appointed by the governor during the recess of the legislature whose appointments are required to be later confirmed by the senate shall be deemed to be appointed by the governor alone until so confirmed.

(6) Other state officers serving in an office that is filled by appointment of any officer or body without the concurrence of the governor, by the officer or body having the authority to make appointments to that office, at pleasure, except that officers appointed according to merit and fitness under and subject to ch. 230 or officers whose removal is governed by ch. 230 may be removed only in conformity with that chapter.

History: 1971 c. 211; 1977 c. 196 s. 131; 1979 c. 221; 1987 a. 63; 1989 a. 121; 1991 a. 32; 1995 a. 27; 2009 a. 28.

Council members had authority to remove the executive director of the council. *Reisen v. Metropolitan Milwaukee Criminal Justice Council*, 435 F. Supp. 1395 (1978).

17.08 Suspension of receiver of moneys. (1) The governor may summarily suspend from office any appointive state officer who collects, receives or handles public moneys, if it appears to the governor by reason of action, proceedings, charges or credible information that the officer has in any particular willfully neglected the officer's duty in connection with public moneys. The suspension shall continue until the final determination of the action or proceedings or of the investigation of the charges or information, or pending any proceedings to remove the officer

1/8/2008

C-5

V33-191

**ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL
ACTIONS OF THE CITY OF WHITEWATER COMMON COUNCIL, WALWORTH
AND JEFFERSON COUNTIES, WISCONSIN.**

January 8, 2008

The regular meeting was called to order by President Marilyn Kienbaum at 7:00 p.m. Councilmembers Present: Marilyn Kienbaum, Roy Nosek, Patrick Singer, Craig Stauffer, Jim Stewart, Maxwell Taylor. Absent: None. Others present: City Manager Kevin Brunner, Chris Welch, Jefferson County Union.

**DISCUSSION REGARDING DISTRICT #4 COMMON COUNCIL VACANCY AND POSSIBLE ACTION ON
PROCESS PER FILLING POSITION.**

It was announced that Councilmember Kim Hixson has resigned from his district #4 position on the Council effective January 7, 2008.

Stewart submitted a proposal to the Council as follows:

When resignation or removal from office does occur the remaining members of the Council shall by election appoint a replacement within 30 days. Such appointee shall hold office until a successor is elected and takes office as provided in state law. When a vacancy occurs, qualified electors may contact the City Manager to express interest in the position. Council members may also contact qualified electors to determine their interest in the vacancy. After candidate(s) for Spring election have been certified and a vacancy occurs a candidate on the ballot shall not be considered. The appointee shall be seated at the next Council meeting, pending acceptance of the appointment and pending the taking and filing of the oath of office.

After considerable discussion Taylor moved to approve the appointment process as proposed by Stewart. Stewart seconded. Ayes: Stewart, Stauffer, Singer, Taylor. Noes: Nosek, Kienbaum. The motion was approved 4 votes to 2.

The Council then requested that Brunner publicize the vacancy and bring back to the Council any candidates so that an appointment can be made at the February 5, 2008 Council meeting.

**ADJOURNMENT TO CLOSED SESSION PURSUANT TO WISCONSIN STATE STATUTES SECTION
"19.85(1) TO CONSIDER EMPLOYMENT, PROMOTION, COMPENSATION OR PERFORMANCE
EVALUATION DATA OF ANY PUBLIC EMPLOYEE OVER WHICH THE GOVERNMENTAL BODY HAS
JURISDICTION OR EXERCISES RESPONSIBILITY"**

It was then moved by Stewart to adjourn to closed session. Nosek seconded. The item to be discussed is the annual City Manager evaluation and discussion regarding possible salary adjustment. Ayes: Nosek, Stauffer, Singer, Taylor, Kienbaum, Stewart. Noes: None. The Council convened into closed session at approximately 7:30 pm.

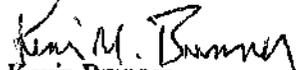
It was moved by Stewart to reconvene to open session. Taylor seconded. Ayes: Nosek, Stauffer, Singer, Taylor, Kienbaum, Stewart. Noes: None.

It was announced that the Common Council unanimously endorses a 3% merit increase in the annual salary of the city manager, effective January 1, 2008 and that the City 2008 Employee Compensation Plan be amended to reflect this change. This action is also consistent with the employment contract that the City has with Kevin Brunner.

ADJOURNMENT

It was moved by Taylor to adjourn. Stewart seconded. Ayes: Nosek, Stauffer, Singer, Taylor, Kienbaum, Stewart. Noes: None. The meeting adjourned at 8:55 pm.

Respectfully Submitted,


Kevin Brunner

2/5/2008

V33-213

C-5

**ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL
ACTIONS OF THE COMMON COUNCIL OF THE CITY OF WHITEWATER, WALWORTH
AND JEFFERSON COUNTIES, WISCONSIN.**

February 5, 2008

The regular meeting of the Common Council was called to order at 6:30 p.m. by Council President Kienbaum. MEMBERS PRESENT: Stauffer, Taylor, Nosek, Singer, Kienbaum, Stewart (and Zaballos, later, after being appointed). MEMBERS ABSENT: None.

APPOINTMENT OF REPLACEMENT COUNCILMEMBER FOR ALDERMANIC DISTRICT 4.

Due to the resignation of Councilmember Hixson, there is an opening on the Council. Statutes allow the Council to appoint a replacement. Although Councilmember Nosek has no objection to the applicant, he disagrees with the process – that Council should have the power to determine a replacement. It was moved by Taylor and seconded by Singer to appoint Kristine Zaballos to the Councilmember Aldermanic District 4 position until a replacement councilmember is elected in April, 2008. AYES: Stauffer, Taylor, Singer, Kienbaum, Stewart. NOES: None. ABSTAIN: Nosek.

ADMINISTRATION OF OATH TO COUNCILMEMBER ALDERMANIC DISTRICT 4. City Clerk Smith administered the Oath to newly appointed AD 4 representative, Kristine Zaballos.

APPROVAL OF PAYMENT OF INVOICES. It was moved by Taylor and seconded by Singer to approve payment of City invoices in the total sum of \$246,667.46. AYES: Stauffer, Taylor, Nosek, Zaballos, Singer, Kienbaum, Stewart. NOES: None. ABSENT: None.

It was moved by Taylor and seconded by Singer to approve the Council Minutes of 12/18/2007, 12/27/2007 and 1/8/2008; and to acknowledge receipt and filing of the Library Board Minutes of 12/10/07, the CDA Minutes of 12/17/2008 and the Plan Commission Minutes of 12/10/2007.

STAFF REPORTS City Manager Brunner presented the 2007 City Performance Report and reported on the Community Liaison Committee. City Clerk Smith announced that the February 19 election will be the first time the City will have more than one polling place as AD 2 will vote at the Hamilton Center on the UWW campus.

CITIZEN COMMENTS: None.

RESOLUTION CANCELLING 2007 REAL ESTATE TAX FOR PROPERTY AT 541 E. CLAY ST. Request for approval of cancellation of the tax was made as the assessment was incorrect.

**RESOLUTION PURSUANT TO WISCONSIN STATUTES 74.33(1) (b)
RESCINDING REAL ESTATE TAX FOR IMPROVEMENTS ONLY
CONCERNING /WUP-00272A – (541 E. Clay Street) WALWORTH COUNTY**

WHEREAS, when the City of Whitewater assessed tax parcel /WUP-00272A, it included on the bill an improvement valued at \$92,000; and

WHEREAS, said improvement was also assessed on parcel A-392500004 and, therefore, the improvement on /WUP—00272A was an assessment that included real property improvements which did not exist on the date of assessment and, therefore, was in error, and

WHEREAS, it is appropriate to correct said error under the procedures set forth in Wisconsin Statutes 74.33(1) (b),

**ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL
ACTIONS OF THE COMMON COUNCIL OF THE CITY OF WHITEWATER,
WALWORTH AND JEFFERSON COUNTIES, WISCONSIN.**

December 18, 2008

The special meeting of the Common Council was called to order at 5:30 p.m. by Council President Singer. MEMBERS PRESENT: Taylor, Nosek (arrived at 5:40 p.m.), Binnie, Singer, Kienbaum. ABSENT: Stewart, Stauffer. (City Manager Brunner was not in attendance at this meeting). LEGAL COUNSEL PRESENT: Attorney McDonell.

30 DAY SUSPENSION OF HAWK'S NEST BAR AND GRILL LLC CLASS B BEER AND LIQUOR LICENSE. The Alcohol Licensing Committee met and recommended suspension of the Hawk's Nest Bar and Grill Class B Beer and Liquor License for a 30-day period, commencing January 13, 2009, due to alcohol license violations allegedly occurred at the establishment. Adam Graves, Agent of the establishment, was present and represented by his Attorney, James P. Martin. Attorney Wallace McDonell represented the City. The Attorneys have agreed to the Stipulation and Order that suspends the establishment's license commencing at 8:00 a.m. on 1/13/09 to 8:00 a.m. on 2/13/09 and requires that the establishment be closed to the public during that period of time.

It was moved by Binnie and seconded by Taylor to approve the Stipulation and Order that requires closure of the premises for a 30 day period commencing January 13, 2009. AYES: Taylor, Binnie, Singer, Kienbaum. NOES: None. ABSTAIN: Nosek (Dr. Nosek was absent for this discussion). ABSENT: Stewart, Stauffer.

RESIGNATION OF COUNCILMEMBER FOR ALDERMANIC DISTRICT 1 . Due to Councilmember Stauffer's new job, he is no longer able to attend Council meetings. As a result, he submitted his letter of resignation. Stauffer expressed thanks to those he's worked with over the last number of years. The council seat is up for re-election in April, 2009. Council discussed the possibility of appointing an Aldermanic District 1 resident to fill the seat in the interim. Councilmember Nosek felt that the short time remaining on the term did not warrant appointment of a replacement. It was moved by Binnie and seconded by Taylor to accept Craig Stauffer's resignation as Councilmember for Aldermanic District 1, and appreciation for his years of service to the community was expressed. AYES: Taylor, Nosek, Binnie, Singer, Kienbaum. NOES: None. ABSENT: Stewart. It was then moved by Taylor and seconded by Binnie to solicit letters of interest to fill the vacant council seat, with an application deadline of 1/2/09. Council will not appoint an April, 2009 AD 1 candidate to the vacant seat if more than one candidate files for the position. The appointment will be on the January 6, 2009 meeting agenda. AYES: Taylor, Binnie, Singer, Kienbaum. NOES: Nosek. ABSENT: Stewart.

ADJOURNMENT. It was moved by Nosek and seconded by Taylor to adjourn the meeting. Motion carried by unanimous voice vote. ABSENT: Stewart. The meeting adjourned at 5:45 p.m.

Respectfully submitted,

Michele R. Smith

Michele R. Smith, Clerk

**ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL
ACTIONS OF THE COMMON COUNCIL OF THE CITY OF WHITEWATER,
WALWORTH AND JEFFERSON COUNTIES, WISCONSIN.**

January 6, 2009

The regular meeting of the Common Council was called to order at 6:30 p.m. by Council President Singer. MEMBERS PRESENT: Taylor, Nosek, Binnie, Singer, Kienbaum, Stewart. MEMBERS ABSENT: None. LEGAL COUNSEL PRESENT: No.

It was moved by Taylor and seconded by Kienbaum to approve the Council minutes of 9/16/08; 10/7/08; 10/21/08 and 12/2/08 and to acknowledge receipt and filing of the Police Department Consolidated Monthly Report for September, 2008. AYES: Taylor, Nosek, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: None.

APPROVAL OF PAYMENT OF INVOICES. It was moved by Taylor and seconded by Kienbaum to approve payment of city invoices in the total sum of \$ 73,951.87. AYES: Taylor, Nosek, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: None.

STAFF REPORTS: City Manager Brunner presented the 2008 City Management Performance Report. Brunner also reported that Whitewater University Technology Park planning is underway and further reports on the Park will be forthcoming.

APPOINTMENT OF INTERIM COUNCILMEMBER FOR ALDERMANIC DISTRICT 1. Aldermanic District 1 residents James Allen and David Stone submitted letters of interest to serve the remainder of the term for the Aldermanic 1 seat vacated by Craig Stauffer. David Stone is a candidate for the seat on the April, 2009 ballot. So as not to give one of the AD 1 candidates an advantage, it was agreed that James Allen would be the best person to serve out the unexpired term. It was moved by Binnie and seconded by Stewart to appoint Jim Allen to the AD 1 position until a candidate is elected in April, 2009. Councilmember Nosek expressed respect for the candidates, but felt the seat did not need to be filled for the short time it will be vacant. AYES: Taylor, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: None. ABSTAIN: Nosek. James Allen will attend the January 20th council meeting and will take the Oath of Office at that time.

CITIZEN COMMENTS: None.

COMMON COUNCIL ANNOUNCEMENTS. None.

FIRST READING OF ORDINANCE AMENDING TITLE 11 REGARDING GENERAL PARKING FORFEITURE AMOUNTS. The proposed parking ordinance increases parking forfeitures to a \$20 minimum. Councilmember Taylor indicated he has been opposed to the increase. Request was made for waiver of the second reading of the ordinance. It was moved by Binnie and seconded by Nosek to approve the ordinance as presented. It was then moved by Nosek and seconded by Binnie to suspend the requirement for a second reading of the ordinance. Councilmember Stewart felt that the second reading of an ordinance was required to be assured that the citizenry knew about proposed regulations and Stewart felt that process should be maintained. A vote was taken on the proposed ordinance. AYES: Nosek, Binnie, Singer, Stewart. NOES: Taylor, Kienbaum. A vote was then taken on waiver of the second reading of the ordinance. AYES: Nosek, Binnie. NOES: Taylor, Singer, Kienbaum, Stewart.

July 20, 2010

(contingent upon EDA approval). AYES: Olsen, Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: None.

CONTRACT FOR PROJECT 3-2010, STARIN ROAD EXTENSION. It was moved by Olsen and seconded by Winship to approve a contract with Mann Brothers in the sum of \$1,778,508.51 for the Starin Road extension project. AYES: Olsen, Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: None.

VACANT ALDERMANIC DISTRICT 2 POSITION. Due to Councilmember Taylor's resignation, the Councilmember seat for Aldermanic District 2 is open. Options were discussed. Christopher Nonn, resident of Aldermanic District 2, presented a letter of interest to the Clerk and introduced himself to the Councilmembers. Councilmembers directed the City Clerk to advertise for the vacant position, asking for interested parties to respond to the Clerk by August 6, 2010, with Council action on the open position to be scheduled at the August 17 council meeting. Councilmembers requested that the Clerk pursue the possibility of sending a campus-wide e-mail announcing the vacancy. Councilmember Winship also directed the Clerk to look into using other social media options.

ELECTION OF COUNCIL PRESIDENT PRO TEM. Councilmember Taylor served as Council President Pro Tem., so a replacement is needed. Councilmember Winship nominated, and Councilmember Olsen seconded the appointment of Lynn Binnie to this position. No other nominations were made. Appointment was made by unanimous voice vote.

APPOINTMENT OF COUNCILMEMBER REPRESENTATIVE TO POLICE COMMISSION AND PARK AND RECREATION BOARD. Due to Taylor's resignation, Councilmember representative seats are open on the Police Commission and Park and Recreation Board. It was moved by Stewart and seconded by Kienbaum to appoint Councilmember Olsen to both the Police Commission and the Park and Recreation Board. AYES: Olsen, Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: None.

PRESENTATION OF CAPITAL IMPROVEMENT PLAN. City Manager Brunner, DPW Director Fischer, and Finance Director Saubert presented a detailed schedule for proposed city projects for 2011-2013. City Manager Brunner also presented financing plans for the projects. Brunner stated that it is inevitable that some new general obligation debt will need to be issued in order to adequately maintain streets and municipal facilities. He noted that the replacement of the Municipal Building's Safety Building roof, as well as the Library Roof, cannot be delayed any longer. Those projects alone will cost \$351,000. Brunner reminded Council that purchase of a Fire Pumper was approved earlier and a borrowing will need to occur to pay for the acquisition, as well as for the installation of a vehicle ventilation system for the Fire Department. Although the Fire Department was successful in obtaining \$225,000 worth of grant funds, there are not sufficient funds in the capital equipment fund to cover the local share. In 2011, reconstruction of Clay Street from Dann to Esterly is scheduled. Brunner noted that beyond year 2011, the biggest challenge the City will face is financing the Milwaukee Street Improvement project (estimated at almost \$3 million). Financing will be necessary. Prince Street is also scheduled for reconstruction, and completion of Clay Street to the roundabout is planned. An estimated \$5.377 million in sanitary sewer utility work is planned over the next three years. Brunner also stated that the request for approval of the Automatic Meter Reading project will be brought to Council soon. Also proposed are the extension of the multi-use trail west to Franklin Street and the construction of a shelter with restrooms in Moraine View Park. Several councilmembers expressed concern over the fact that the repair of North Street, and particularly the bridges, is not scheduled until 2014. It was expressed that the project cannot wait that long. Brunner stated that he is projecting that \$850,000 will be needed to complete the remaining projects in TIF 4 before the statutory deadline for spending within this district occurs. Further information will be forthcoming.

CONTRACT FOR HVAC WORK FOR WHITE BUILDING, WHITEWATER MUNICIPAL BUILDING, AND IRVIN L. YOUNG MEMORIAL LIBRARY. Bids for replacement of HVAC systems were obtained. It was moved by Olsen and seconded by Winship to approve a contract with Vorpapel Service, Inc. of Burlington, Wisconsin, in the total sum of \$188,480 for HVAC systems for the City Hall/Safety Building, the White Memorial Building, and the Library. AYES: Olsen, Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: None.

AGREEMENT WITH VANDEWALLE FOR ECONOMIC POSITIONING SERVICES. It was moved by Binnie and seconded by Olsen to approve a contract with Vandewalle Associates to perform work directed by the

August 17, 2010

Councilmember Olsen. AYES: Winship, Binnie, Singer, Stewart, Olsen. NOES: None. ABSENT: Kienbaum.

APPROVAL OF 2010 WATERFOWL HUNTING PROGRAM. Park & Recreation Director Amundson indicated that the Park and Recreation Board has recommended that the City continue to allow hunting of geese within the City as it desirable to decrease the goose population in several areas of the City. It was moved by Councilmember Olsen to approve the 2010 Waterfowl Hunting Program. The motion was seconded by Councilmember Stewart. AYES: Winship, Binnie, Singer, Stewart, Olsen. NOES: None. ABSENT: Kienbaum.

STAFF DEVELOP/REPORT TO COUNCIL BY 11/1/11 ON INTERNET STREAMING VIDEO FOR COMMUNITY ROOM. It was moved by Councilmember Singer to direct staff to report to Council regarding the feasibility and cost of internet streaming video for the Community Room. The motion was seconded by Councilmember Binnie. AYES: Winship, Binnie, Singer, Stewart, Olsen. NOES: None. ABSENT: Kienbaum.

STAFF DEVELOP/REPORT SOCIAL NETWORKING USAGE POLICY (FB/TWITTER/ETC.) BY DECEMBER 1, 2010. IT Superintendent Tim Nobling stated that there is currently no policy in place for social networking within the City. This not only includes Twitter and Facebook, but includes services that can be provided to citizens such as a community calendar, message boards or other web-based services. It was moved by Councilmember Singer to direct staff to develop and report on a social networking usage policy by December 1, 2010. The motion was seconded by Councilmember Olsen. AYES: Winship, Binnie, Singer, Stewart, Olsen. NOES: None. ABSENT: Kienbaum.

COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS. Singer requested a concept discussion looking at building permits and permitting structure, looking at possible bulk cost reduction for permits, a single price for permits for all building to take place in a given year, and the possibility of a permit holiday for a year in TIF #4. Olsen requested that there be a consideration of building sidewalks on the west side of the City from Indian Mound Parkway to the middle school and high school.

APPOINTMENT OF COUNCILMEMBER TO FILL VACANT ALDERMANIC DISTRICT 2 SEAT. Due to the resignation of Councilmember Max Taylor, letters of interest to serve (until next April election) were solicited from Aldermanic District 2 residents. Residents Christopher Nonn and Javonni Butler expressed interest. Both applicants were afforded an opportunity to speak. It was moved by Councilmember Stewart to appoint Javonni Butler to the vacant Aldermanic District 2 Councilmember seat. The motion was seconded by Councilmember Winship. AYES: Winship, Binnie, Singer, Stewart, Olsen. NOES: None. ABSENT: Kienbaum. After the vote Councilmember Butler was sworn in by City Clerk Michele Smith.

ADJOURN. It was moved by Olsen and seconded by Winship to adjourn the meeting. AYES: Olsen, Stewart, Winship, Binnie, Singer. NOES: None. ABSENT: Kienbaum. The meeting adjourned at 8:55 p.m.

5.20.090 Hours.

Every person licensed in accordance with this chapter and his employees, agents or representatives shall observe the following regulations:

Closing Hours. No premises for which a wholesale or retail liquor license has been issued shall be permitted to remain open:

(1) If a wholesale license, between 5:00 p.m. and 8:00 a.m., excepting on Saturday, when the closing hours shall be 9:00 p.m.;

(2) If a retail class "A" license, between 9:00 p.m. and 8:00 a.m., except that a retail class "A" licensed premises may remain open at any and all other times, provided there is no sale of alcohol beverages between the hours of 9:00 p.m. and 8:00 a.m.;

(3) If a retail class "B" license, closing hours shall be in conformity with state statute 125.32(3)(a) through 125.32(3)(c), and state statute 125.68(4)(a) through 125.68(4)(c)4, and all acts amendatory thereof and supplementary thereto so far as applicable to closing hours;

(4) Hotels and restaurants whose principal business is the furnishing of food or lodging to patrons shall be permitted to remain open for the conduct of the regular business, but shall not be permitted to sell intoxicating liquors during the hours mentioned in subsection (3) of this section;

(5) No seller shall permit nor shall any person carry out or remove from the class "B" licensed premises, any alcohol beverage in an original unopened package, container or bottle for consumption away from the premises after midnight.



League of Wisconsin Municipalities

Capitol Buzz

December 8, 2011

Witynski@lwm-info.orgwww.lwm-info.org**Bill Changing Liquor Store Morning Opening Hours Signed into Law**

Yesterday, Governor Walker signed AB 63 into law as Act 97, changing the earliest allowable morning opening hours for retail beer and liquor stores from 8:00 a.m. to 6:00 a.m. Municipalities may impose more restrictive hours by ordinance. *The League was neutral on this bill.*

**Bill Limiting Municipal Regulation of Landlords Signed into Law**

Yesterday, Governor Walker signed SB 107 into law as Act 108, invalidating local ordinances limiting a landlord's ability to perform background and credit checks on potential tenants. Act 108 also preempts municipal ordinances imposing certain other regulations on landlords, including the following: 1) prohibits or limits the landlord from obtaining or using various types of information about a tenant or prospective tenant, such as household income, occupation, court records, rental history, and credit information; 2) limits how far back in time a prospective tenant's credit information, conviction record, or previous housing may be considered by the landlord; or 3) limits the ability of a landlord to show a prospective tenant, or from entering into a rental agreement with a prospective tenant, while the current tenant is living there. *The League took a neutral position on this bill.*

Governor Signs into Law Bill Clarifying Application of Volunteer Liability Exemption to Certain Cleaned-up Landfills

Yesterday, Governor Walker also signed SB 253 into law as Act 103. The Act expands the voluntary party environmental cleanup liability exemption so that the exemption is available for a licensed landfill unless the landfill was licensed by DNR and had a plan of operation approved by DNR under current law or was initially licensed on or after May 21, 1975, and DNR determined that the landfill's design and plan of operation complied



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

www.ci.whitewater.wi.us
Telephone: (262)473-0500 Ext. 200
Fax: (262)473-0509

December 8, 2011

Mr. Ronald Fero, Chair
Town of Whitewater
W8590 Willis Ray Road
Whitewater, WI 53190

Re: 2012/2013 Ambulance & Crash Rescue Service Agreements

Dear Ron:

Attached please find for your review and consideration two revised 2012-2013 Ambulance/Crash Rescue Service Agreements between the City of Whitewater and the Town of Whitewater. Please have the applicable town officials sign and return both copies of the agreement to me. We will then execute the documents and return one original to the town.

You will note that we have made two significant changes to the original agreement sent to on October 5th. The standby charge has been increased by \$6500 to reflect the Town's request to have the City assume all responsibility for collections. This amount is based upon the previous three year average of Town payments to the City for payments not received during the initial four month period following billing of the patients. I am attaching a report of Town ambulance runs for 2008, 2009 and 2010 that verifies that this annual average has actually been \$7213 but we are willing to set this amount at \$6500, at least for 2012.

The second change is that the language pertaining to the Town's responsibility for delinquent payments has been completely removed.

I have added a sentence that requires the two parties to review ambulance/crash rescue services provided to the Town in 2012 next December and that 2013 standby charges could be renegotiated based upon mutual agreement of the two parties. This was a provision that we discussed on the phone earlier today and that we both agreed should be included.

If you have any questions regarding this agreement, please feel free to contact me. The City of Whitewater and the Whitewater EMS are pleased to continue to provide this very valuable and essential service to your township residents.

Sincerely,

Kevin M. Brunner,
City Manager

**WHITEWATER VOLUNTEER FIRE DEPARTMENT
AMBULANCE SERVICES AGREEMENT**

THIS AGREEMENT, made effective the 1st day of January, 2012, by and between **THE CITY OF WHITEWATER**, a municipal corporation, of the State of Wisconsin (hereinafter referred to as the "City"), party of the first part, and the **TOWNSHIP OF WHITEWATER**, a Township in the State of Wisconsin, County of Jefferson, State of Wisconsin (hereinafter referred to as the "Town"), party of the second part:

WITNESSETH:

WHEREAS, the parties declare and acknowledge that the Town is in need of ambulance and emergency response services for Town residents, for persons using town roads, and for persons otherwise in the Town; and

WHEREAS, the City has the equipment and personnel to provide the Town with ambulance and emergency response services; and;

WHEREAS, the parties understand and agree that the feasibility of providing ambulance and emergency response services is dependent upon said service being financially self-sustaining; and

WHEREAS, the City and Town, acting through their respective governing bodies, have endorsed the establishment of said ambulance and emergency response service and have duly adopted an ordinance or resolution committing each of them to the obligations provided hereinafter to be assumed and performed by the City and Town respectively.

NOW THEREFORE, the parties do covenant and agree as follows:

1. The City agrees to provide ambulance and emergency response service to all persons from the Town requiring emergency care and/or transportation. In providing this service for the Town, the City shall provide such ambulance and emergency response services as are provided to the City of Whitewater and it is expressly understood by and between the parties hereto that prior to entering into this contract, the parties have discussed the equipment and manpower available to furnish this service is limited by the equipment and manpower on call; the parties agree that the City will provide ambulance and emergency response service normally on a first call first served basis wherever the call may emanate from, the City, Town or other municipality.
2. The City agrees to provide all equipment and manpower necessary for ambulance and emergency response services and to provide adequate insurance to cover emergency services equipment, drivers, assistants and patrons. The City's liability shall be limited to that covered by insurance hereinbefore described.

The Town agrees to pay the City \$24,891 a year as a standby charge (which includes a \$6,500 2012 allowance for the City's assumption of all Town billing and collections); the City agrees to bill all Town patrons for ambulance and emergency response services pursuant to the schedule for

ambulance and emergency response service charges established by the City Manager. The City agrees to use its best efforts to collect all bills for such services.

The two parties agree to meet in December, 2012 to review the ambulance and crash rescue services (including billing and collection) provided to the Town during 2012. Upon mutual agreement of the parties, standby charges to the Town may be revised for 2013.

It is also expressly agreed and understood between the parties that the standby charge shall be due in two installments: \$24,891 by February 15, 2012 and \$24,891 by February 15, 2013 unless revised by amendment to this agreement.

- 3. The term of this Contract shall commence effective the 1st day of January, 2012, and terminate on the 31st day of December, 2013. However, either party may terminate this contract by a two (2) month written notice to the other party.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that if this contract does not cover the entire Township; it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered.

Dated effective the 1st day of January, 2012.

CITY OF WHITEWATER

By: _____
Kevin M. Brunner, City Manager

Attest:

Michele R. Smith, City Clerk

TOWN OF WHITEWATER

By: _____
Town Chairman

Attest:

Clerk

MEMORANDUM

TO: Common Council

FROM: Michele Smith

RE: Appointment of 2012-2013 Poll Workers

DATE: 12/9/11

Dear Councilmembers,

Statutes require that the Common Council appoint poll workers every two years. Poll workers must first be hired using lists supplied by the Democrats and Republicans. After those lists are exhausted, the City can then hire workers not necessarily assigned to any political party. Sometimes the people listed on the party lists have no desire (or capability) to work. We are contacting the nominees now to be sure they actually do want to be a poll worker.

I am submitting a request to appoint the poll workers as nominated by the Democrats and Republicans (the parties obtaining the largest number of votes at the last General Election).

Name of Nominee	Poll Worker Ph. #	Nominated By	Clerk Notes
Allenstein, Marion		Republican - Jeff. Cty.	Worker nominated, but dec'd
Berg, Donna	262-473-6109	Democrat - Wal. Cty.	
Binnie, Cheryl		Democrat - Wal. Cty.	
Brigham, Harriett	262-473-3971	Democrat - Wal. Cty.	Worker nominated, but dec'd
Bruch, Joanne	262-473-6744	Democrat - Wal. Cty.	
Burrows, Marion	262-473-5173	Democrat - Wal. Cty.	
Burrows, Robert	262-473-5173	Democrat - Wal. Cty.	
Coburn, Virginia	262-473-3953	Democrat - Wal. Cty.	
Cooper, Nancy	262-473-5375	Democrat - Wal. Cty.	
Cooper, Rollin	262-473-5375	Democrat - Wal. Cty.	
Coulthart, Jo	262-473-2395	Republican - Jeff. Cty. & Wal. Cty.	
Endisch, Colleen	262-473-3224	Republican - Jeff. Cty.	
Endisch, William	262-473-3224	Republican - Jeff. Cty.	
Epps, Virginia	262-473-6247	Democrat - Wal. Cty.	
Fischer, Margie	262-473-7024	Republican - Jeff. Cty. & Wal. Cty.	
Follis, Joyce	262-473-2360	Republican - Jeff. Cty. & Wal. Cty.	
Fuerstenberg, Louise	262-473-2548	Republican - Jeff. Cty. & Wal. Cty.	
Gray-Fow, Tliu	262-473-4068	Democrat - Wal. Cty.	
Grosinke, Joan	262-473-3733	Republican - Jeff. Cty. & Wal. Cty.	
Hare, Virginia	262-473-4663	Republican - Jeff. Cty. & Wal. Cty.	
Harrop, JoAnn	262-473-3077	Republican - Jeff. Cty. & Wal. Cty.	
Henry, Donna	262-473-2208	Republican - Wal. Cty.	
Ketterhagen, Lois	262-473-5866	Republican - Jeff. Cty. & Wal. Cty.	
Koenitzer, Bob	262-473-2351	Republican - Wal. Cty.	
Koenitzer, Dottie	262-473-2351	Republican - Jeff. Cty. & Wal. Cty.	
Leaver, Rosemary	262-473-5602	Democrat - Wal. Cty.	
Linn, Sarah	262-949-1408	Democrat - Wal. Cty.	
Long, Ellen	262-473-5610	Democrat - Wal. Cty.	
Long, Everett	262-473-5610	Democrat - Wal. Cty.	
Loomer, Linda	262-473-2330	Democrat - Wal. Cty.	
Lyons, Bruce	262-473-4457	Republican - Jeff. Cty. & Wal. Cty.	
Masterson, Phyllis	262-473-5443	Republican - Wal. Cty.	
McCarthy, Sharon	262-473-2258	Republican - Jeff. Cty.	McCarthy nominated by both parties

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McCarthy, Sharon	262-473-2258	Democrat - Wal. Cty.	McCarthy nominated by both parties
McDonell, Kim	262-473-6664	Democrat - Wal. Cty.	
McQuoid, Vivian	262-473-0698	Democrat - Wal. Cty.	
Meikle, Douglas	262-473-2589	Democrat - Wal. Cty.	Nominated but now dec'd
Meikle, Mary	262-473-2589	Democrat - Wal. Cty.	
Messier, Shirley	262-473-3969	Republican - Jeff. Cty. & Wal. Cty.	
Murray, Lee	262-473-4075	Republican - Wal. Cty.	
Murray, Betty	262-473-4075	Republican - Jeff. Cty. & Wal. Cty.	
Negley, Prudence	262-473-3598	Democrat - Wal. Cty.	Nominated but moved out of city
Newhouse, Arlene	262-473-6710	Democrat - Wal. Cty.	
Newhouse, John	262-473-6710	Democrat - Wal. Cty.	
Peiffer, Mary	262-473-2139	Republican - Jeff. Cty. & Wal. Cty.	
Penwell, Ellen	262-473-8294	Democrat - Wal. Cty.	
Piatt, Mary Kay	262-473-3447	Democrat - Wal. Cty.	
Refior, Betty	262-473-5209	Democrat - Wal. Cty.	
Reimer, Harry	262-473-6365	Republican - Jeff. Cty.	
Rhodes, Ben	262-473-3177	Democrat - Wal. Cty.	
Rhodes, Florence	262-473-3177	Democrat - Wal. Cty.	
Rockwell, Thelma	262-473-3414	Republican - Jeff. Cty. & Wal. Cty.	Nominated but dec'd
Roselle, Rita	262-473-3446	Democrat - Wal. Cty.	
Route, Audrey		Republican - Jeff. Cty.	Nominated, but permanently confined to medical care
Scharinger, Carole	262-473-4745	Republican - Jeff. Cty. & Wal. Cty.	
Scherer, Alice	262-473-2505	Republican - Wal. Cty.	
Schlough, James	262-473-3964	Democrat - Wal. Cty.	
Schlough, Sue	262-473-3964	Democrat - Wal. Cty.	
Schneider, Evie	262-473-2661	Republican - Jeff. Cty. & Wal. Cty.	
Schneider, Nathan	262-473-2661	Republican - Jeff. Cty. & Wal. Cty.	
Schumacher, Kathy	262-473-3351	Republican - Jeff. Cty. & Wal. Cty.	
Sederholm, Emma Lou	262-473-4178	Democrat - Wal. Cty.	
Smith, William	262-473-4547	Republican - Jeff. Cty. & Wal. Cty.	
Stone, Beverly	262-473-4351	Democrat - Wal. Cty.	
Toennies, James	262-473-6273	Democrat - Wal. Cty.	
Weigandt, Gloria	262-473-5127	Democrat - Wal. Cty.	

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Smith, William	262-473-4547	Republican - Jeff. Cty. & Wal. Cty.	
Stone, Beverly	262-473-4351	Democrat - Wal. Cty.	
Toennies, James	262-473-6273	Democrat - Wal. Cty.	
Weigandt, Gloria	262-473-5127	Democrat - Wal. Cty.	
Zaballos, Kristine	262-473-9822	Democrat - Wal. Cty.	
Zeise, Darlene	262-473-6965	Republican - Jeff. Cty. & Wal. Cty.	