OFFICIAL NOTICE AND AGENDA: AMENDED

Pardeeville Village Board Regular Meeting

Pardeeville Village Hall – Board Room

114 Lake Street, Pardeeville, WI 53954

Wednesday, August 6, 2025 – 6:00 PM

1. **Call meeting to order:**
   - **1.1.** Pledge of Allegiance
   - **1.2.** Roll Call
   - **1.3.** Approval of Agenda
2. **Approval of Minutes** –02JUL25; 14JUL25.
3. **Public Hearings:**
   - **3.1.** 6:00 pm – Vacation of a Portion of the Alley for Ingress and Egress over the Pondview Plat
4. **Proclamations:**
5. **Presentations:**
6. **Comments from the Floor -** (*Please be advised per State Statute Section 19.84(2), information will be received from the public. The comments made must remain respectful. The Chief Presiding Officer has the right to end an individual's time should an individual become disrespectful. It is policy of the Village that each individual may receive up to two (2) minutes to speak. More time may be granted by the Chief Presiding Officer. T here may be limited discussion on the information received, however, no action will be taken under Comments from the Floor).*
7. **Communication & Reports:**
   - **7.1.** Angie Cox Library Report
   - **7.2.** Senior Center Update Report
   - **7.3.** Rio Fire & EMS Report
   - **7.4.** McMahon Report
   - **7.5.** Pardeeville Fire District Report
   - **7.6.** Sheriff Monthly Report
   - **7.7.** Public Works Foreman Report
   - **7.8.** Clerk Report
   - **7.9.** Treasurer Report
   - **7.10.** Administrator Report
8. **Presentation of Bills:**
   - **8.1.** Monthly Bills
9. **Committee Meeting Report:**
   - **9.1.** Community Development Authority
   - **9.2.** Finance & Administration Committee
   - **9.3.** Plan Commission
   - **9.4.** Public Service & Infrastructure Commission
   - **9.5.** Senior Center Commission
10. **Ordinances & Resolutions:**
11. **Old Business: Consider and Possible Action on the following items**
    - **11.1.** Verizon Cell Tower Agreement
    - **11.2.** Schneider Street Road Project
    - **11.3.** Public Works Part-Time Help
    - **11.4.** EMS Building Clean Out
    - **11.5.** Mismatched Street Lights in the Business District
    - **11.6.** Splitting the Deputy Clerk/Treasurer Position
    - **11.7.** Frog Pond Treatments
    - **11.8.** Verona Safety Crew Allowance
    - **11.9.** AEDs
    - **11.10.** EMS Update
    - **11.11.** Sunrise Subdivision Update
12. **New Business: Consider and Possible Action on the following items;**
    - **12.1.** Vacation of a Portion of the Alley for Ingress and Egress over the Pondview Plat

12.2. Picnic Class B Beer License – Pardee in the Park
12.3. Recap of National Night Out
12.4. Park Lake Dam Inspection
12.5. C.S.M. for Outlot 2. Parcel 11171.342.01 Bourgard(Pulver) property
12.6. Drainage Work at 214 Brittany Court
12.7. Adams Columbia Electric Proposal
12.8. Hydro Excitation Upgrade Estimate
12.9. Beach Changing Room Quote
12.10. Sr. Center Gutters
12.11. Proline East Quote – Downtown Parking Spot Painting
12.12. Village Owned Building Door Signs
12.13. Playground Park Mulch Quote
12.14. Secure Raft/Swim Buoys
12.15. Chandler Park Grant Announcement
12.16. Village Property Rummage Sales
12.17. Commercial Vacuums for Sr. Center, EMS building, and Village Hall
12.18. Village Office Printer - Rhyme
12.19. CIVIC Plus Website Quote
12.20. Security Camera System for Village Property
12.21. Key Fob Entry for EMS Building
12.22. EMS Funds Distribution
12.23. EMS Billing Company
12.24. EMS Insurance including malpractice
12.25. EMS Kwik Trip Fleet Cards
12.26. EMS Uniforms/TShirts
12.27. EMS Flooring Quotes
12.28. EMS Open House
12.29. Authorizing a $500 Spending Limit for EMS Building Purchases
12.30. 00041020 RLAM Pay App 5 (FINAL) For LaFollette St Development
12.31. National Exchange Bank Signers
12.32. Pardeeville Electric Commission WHEAP Vendor Contract
12.33. Library Board Appointee (resignation of Linda Arkin)
12.34. Administrator Position
12.35. Public Works Director Position
12.36. Wisconsin Surplus Sale of 106 Roosevelt St. Vacant Lot

13. **Consideration of Motion to convene into closed session pursuant to Wis. Stat. §19.85(1)(c) for consideration of employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility –** to wit final contract review for hiring of EMS Director, possible payment of unfunded deferred compensation benefits for a particular employee and possible payment and reimbursement of certain benefits to certain employees.
14. **Reconvene into Open Session. Consider**
    14.1. Approval of contract for EMS Director Hiring
    14.2. Payment of unfunded deferred compensation payments for a specific employee
    14.3. Payment and reimbursement of certain employee benefits for and from specific employees
15. **Adjournment**

Angela Engelmann, Village President

Board Members: *Michael Babcock, Kristie Chapman, Angela Engelmann, Fred Kocher, Justin Kopfhamer, Lloyd Miller, Tom Nakielski*

For more details on reports and agenda items, please see the packet on the website: villageofpardeeville.net
The Village Hall is fully accessible. If you require additional assistance, please contact the Village Office (Phone 608-429-3121) 48 hours prior to the meeting. This is a public meeting. As such, all members or a majority of the members of any given Village Committee, Commission, or Board may be in attendance. While a majority of any given group may be present, only the above Board will take official action based on the above agenda.

Pardeeville Village Board Meeting Minutes
Pardeeville Village Hall – Board Room
Wednesday, July 02, 2025 – 6:00 PM

1. Call meeting to order

President Engelmann called the meeting to order at 6:00p.m.

1.1. Pledge of Allegiance

Led by President Engelmann.

1.2. Roll Call

Present: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski

Absent: None

Staff: Village Administrator Austen Frederickson, Finance Director/Treasurer Julie Reis, Village Clerk Laramie Renner

Guests: Tyler & Brittni Mosser (115 Washington St.), Katrina Cira (205 Lake St.), Steve Arkin (211 Lake St.), Ben Walderra (Rio EMS), Sargeant Wesley-Nash (Columbia County Sheriffs Department), Rick Wendt (Pardeeville Fire District Chief)

1.3. Approval of Agenda

Trustee Miller moved to approve the agenda. Seconded by Trustee Nakielski. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

2. Approval of Minutes – 13MAY25; 04JUN25; 18JUN25.

Trustee Kopfhamer moved to approve the 13MAY25; 04JUN25; 18JUN25 minutes. Seconded by President Engelmann. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

3. Public Hearings
3.1. 6:00 p.m. – Variance Request for 115 Washington Street

Public hearing opened at 6:01 p.m.

- First, second, and third calls for public comment made.
- No public comments received.

Hearing closed at 6:02 p.m.

4. Proclamations:

None

5. Presentations:

None

6. Comments from the Floor

Trustee Babcock provided an update regarding IRS interest penalties for the Pardeeville District Ambulance Service. He stated that they recently received word that the IRS granted the request to waive the $29,000 in penalties.

Skylar Isaacson, 208 Riverview Dr., expressed concerns about EMS response times after an incident involving a child experiencing a seizure. Stated that Rio EMS was 20 minutes out.

7. Communication & Reports:

7.1. Angie Cox Library Report

Included in the packet. Trustee Kopfhamer noted the August 9th 100-year anniversary celebration for the Angie Cox Library

7.2. Senior Center Update Report

Trustee Kocher reported smooth operations. PABA will hold a meeting on July 22nd. Beautification efforts underway by volunteers. President Engelmann is pursuing a grant from Alliant for a new Senior Center door.

7.3. Rio Fire & EMS Report

Ben Walderra provided a monthly update: 7 patient contacts, 4-minute response time, 9-minute contact time. Agreed with citizen concerns. EMS coverage secured through September, with reassessment in August.

7.4. McMahon Report

Administrator Frederickson stated McMahon was on-site conducting interviews for a Service Director. Trustee Babcock asked if the Finance & Administration Committee could be involved. Administrator Frederickson proposed adding interviews to the next F&A meeting.

7.5. Pardeeville Fire District Report

Trustee Kopfhamer stated that meeting minutes were pending completion by Dave Warnke for bank documentation.

7.6. Sheriff Monthly Report

Sergeant Wesley-Nash stated that summarized reports were no longer feasible.
President Engelmann asked for beach patrol; Sergeant Wesley-Nash confirmed implementation.

7.7. Clerk Report

Clerk Renner commented on the report included in the packet. She noted work is underway on the quarterly newsletter, and interviews are taking place for the Deputy Clerk-Treasurer position. Clerk Renner also reported she is participating in Clerk training courses conducted via Zoom through UW–Green Bay.

7.8. Treasurer Report

Finance Director Reis updated on the 2024 audit, PSC report, and EMS invoicing. New revenue line created for Senior Rentals. Trustee Babcock inquired about EMS invoices and vendor relations. Reis referred to a productive conversation with Rhyme.

7.9. Administrator Report

Administrator Frederickson highlighted packet content and discussions with Alliant and ACEC for future options.

8. Presentation of Bills:

8.1. Monthly Bills

Trustee Babcock moved to approve the monthly bills. Seconded by Trustee Miller. Voice Vote. Motion carried unanimously

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

9. Committee Meeting Report:

9.1. Community Development Authority

No report.

9.2. Finance & Administration Committee

No report.

9.3. Plan Commission

Met on June 11 to discuss the 115 Washington Street variance request (see Item 12.1).

9.4. Public Service & Infrastructure Commission

Discussed park restroom hours, sidewalk maintenance, and overgrown downtown grass.

9.5. Senior Center Commission

No additional comments beyond Item 7.2.

10. Ordinances & Resolutions

None

11. Old Business:

11.1. Pardeeville Fire Protection District By-Laws

Trustee Kopfhamer moved to approve the Pardeeville Fire Protection District By-Laws. Seconded by Trustee Miller. Roll Call Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

11.2. Verizon Cell Tower Agreement

Verizon Cell Tower Agreement reviewed. No action taken.

11.3. Schneider Street Road Project

Staff worked with the county and completed additional investigative work. The project scope was revised and resubmitted to the county.

President Engelmann made a motion to seek bids for Curb and Gutter for Schneider Street Road Project. Seconded by Trustee Chapman Roll Call Vote. All in Favor. Motion carried 7:0:0.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

11.4. Public Works Part-Time Help

No suitable applicants were received after the job ad was posted for two weeks. One crossing guard applicant expressed interest but was only available for 10 hours per week.

11.5. Bonded Collectors

President Engelmann moved to cancel all the remaining Bonded Collectors invoices for the past Pardeeville District Ambulance Service. Seconded by Trustee Chapman. Roll Call Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12. New Business:

12.1. Variance for 115 Washington Street

President Engelmann made a motion to approve the variance request for 115 Washington Street. Seconded by Trustee Nakielski. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.2. Boys Club Water Usage Waiver

Trustee Babcock made a motion to forgive the Boys Clubs Water Usage. Seconded by Trustee Kopfhamer Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.3. Shelter/Concession Fee Waiver for Pardee in the Park

President Engelmann made a motion to waive the Shelter and Concession Stand fees for Pardee in the Park. Seconded by Trustee Kopfhamer. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.4. Shelter #2 fee waiver for VFW

Trustee Nakielski made a motion to waive the Shelter #2 Fees for the VFW event. Seconded by President Engelmann. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)

Abstain: (0)

12.5. Approval of Ambulance Bid

It was noted that the Village's ambulance was listed on Wisconsin Surplus. The highest bid was received from the Village of New Glarus. It was clarified that the Village of Pardeeville will receive $217,500.

Trustee Kopfhamer made a motion to approve the Ambulance bid. Seconded by Trustee Nakielski. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.6. EMS Intercept Agreement

President Engelmann made a motion to approve the EMS Intercept Agreement. Seconded by Trustee Chapman. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.7. EMS Mutual Aid Agreement

President Engelmann made a motion to approve the EMS Mutual Aid Agreement. Seconded by Trustee Miller. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.8. Pay App – Dam Project; Terra Construction

President Engelmann made a motion to approve the Pay App – Dam Project; Terra Construction. Seconded by Trustee Nakielski. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.9. Speed Bumps on Herwig

President Engelmann said the item was added at a resident's request.

Trustee Babcock suggested stop signs as the cheapest option but noted they may be overlooked.

No action taken.

12.10. Park Rolling

President Engelmann stated that Davis Construction has performed this type of work for the Public Works Department in the past.

Trustee Babcock noted that similar work had been included in previous budgets.

No action was taken.

12.11. EMS Building Clean Out

The Board discussed scheduling a community clean-out of the EMS building to determine which items should be retained or discarded.

Trustee Babcock raised a safety concern regarding the current push-button lock. He also noted that the furniture in the building was purchased using the EMS Donation Fund.

President Engelmann made a motion to approve the EMS building clean out. Seconded by Trustee Chapman. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.12. White Beach Sand

President Engelmann stated that Badger Mining will donate sand, and another individual has offered to donate the use of a truck to transport it.

Trustee Kopfhamer made a motion to approve the donation of white beach sand. Seconded by Trustee Chapman. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.13. Expanding Beach

President Engelmann commented on expanding the shoreline by building outward, not by adding sand into the water. Per the DNR, shoreline expansion is allowed as long as no sand is placed directly in the water.

President Engelmann made a motion to expand the beach area. Seconded by Trustee Chapman. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.14. Tree Trimming

The Boys Club plans to install batting cages near the shed. Several trees in that area, which align with a nearby residence, will be cleared to prevent them from falling onto the new structures. A resident has offered to donate time for tree removal, and the Boys Club may assist with cleanup.

Discussion followed regarding whether the trees, as Village property, could be placed on the Heaps property.

President Engelmann made a motion for the tree trimming. Seconded by Trustee Kocher. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.15. Street Signs for Willow & Maple

Administrator Frederickson stated that the Village already has the signs; they just need to be installed. No action taken.

12.16. Dogs at the Beach

Discussion was held regarding dogs at the beach. It was noted that the beach area is spacious; however, the current policy remains that dogs are not allowed in the beach area.

No action taken.

12.17. Mismatched Street Lights in the Business District

Trustee Babcock provided background on the mismatched streetlights, noting that current and former DPW and electric utility staff indicated the decorative lights were of poor quality. Some were repaired over time, but due to their condition, a decision was made that damaged lights would not be replaced with the same style or from the same vendor. As a temporary solution, 40- to 50-foot steel poles that had been stored were reinstalled to maintain lighting.

There was discussion about whether ACEC or Alliant Energy could provide quotes for light pole replacement as part of a future project. It was noted that this could be asked, but it is believed that neither utility performs that type of work.

No action taken.

12.18. Schneider Street Potholes

Schneider Street is scheduled for work in late August or early fall. It was noted that potholes are currently being patched every three months as maintenance.

No action taken.

12.19. Long Grass in the Village

No action taken. Update provided under the Public Service and Infrastructure Committee Report.

12.20. Stonewall by Well 1 on Chestnut

The Board discussed the stone wall near Well 1 on Chestnut Street. It was noted that the area has been maintained by the Department of Public Works through regular weed spraying.

No action was taken.

12.21. Storm Sewer Debris

Discussion was held regarding debris removal from storm sewer drains. It was noted that the street sweeper had been operating throughout the week.

No action taken.

12.22. Lynn Holdings Construction Debris

Discussion was held. No Action was taken.

12.23. Administrator Leaving the Office 50% of Time

Trustee Babcock made a motion to refer Administrator Leaving the Office 50% of the Time to the Finance and

Administration Committee. Seconded by President Engelmann. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.24. Senior Center Sign

President Engelmann made a motion to approve the Senior Center Sign and the agreement. Seconded by Trustee Kopfhamer. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.25. Senior Center Animals

The Board discussed the reason for this item being placed on the agenda. Trustee Babcock referenced an incident in which a guest at the Senior Center brought a dog into the building, and the animal urinated on the carpeting.

Upon review, it was noted that current ordinances regarding animals in Village-owned buildings are vague. There is no existing signage prohibiting animals,

President Engelmann made a motion to approve the Senior Center placing a sign that says no animals permitted. Seconded by Trustee Nakielski. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.26. Moving Library from General Fund to its own fund.

President Engelmann made a motion to approve moving the Library fund from General Fund to its own fund. Seconded by Trustee Chapman. Roll Call Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.27. Moving Debt Service from General Fund to its own fund.

Trustee Kopfhamer made a motion to approve moving the Debt Service from General Fund to its own fund. Seconded by President Engelmann. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.28. Moving Capital Projects from General Fund to its own fund.

President Engelmann made a motion to approve moving Capitol Projects from General Fund to its own fund. Seconded by Trustee Chapman. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.29. Splitting the Deputy Clerk/Treasurers

President Engelmann made a motion to have the Finance and Administration Committee review splitting the Deputy Clerk/Treasurer positions. Seconded by Trustee Nakielski. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.30. Frog Pond Treatments

President Engelmann received a quote via email from a company regarding the treatment of Frog Pond.

Trustee Babcock mentioned that a former Portage Public Works employee used to treat ponds using barley. It was discussed and agreed that this agenda item should be referred to the Public Service and Infrastructure Committee for further review.

President Engelmann made a motion to refer Frog Pond Treatments to the Parks Committee. Seconded by Trustee Kopfhamer. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.31. Leveling the ground where the old football grandstand was

The Board discussed that the Boys Club and Car Show organizers would work together to level the area where the old football grandstand was, making it more functional for all future events.

President Engelmann made a motion to level the old football grandstand area with donations. Seconded by Trustee Kocher. Voice Vote. Motion carried 6:1:0.

Yes: Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (6)
No: Babcock (1)
Abstain: (0)

12.32. Verona Safety crew allowance

President Engelmann spoke about providing a clothing allowance or set amount for Public Works and lineman staff through Verona Safety, a company being considered, in lieu of the cancellation of the Cintas contract. There was discussion about referring the item to the Finance and Administration Committee for further review.

President Engelmann made a motion to refer Verona Safety crew allowance to the Finance and Administration Committee. Seconded by Trustee Chapman. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.33. AEDs

The Board discussed the number of AEDs currently owned by the Village, including which Village vehicles are equipped with AEDs. It was noted that the Senior Center has one AED and the Village Hall has two AEDs. The Board was informed that additional AEDs from Cintas could be purchased for $399 each.

Trustee Kopfhamer made a motion to buy the one AED so we have the same amount that the Village needs. Seconded by

Trustee Kocher. Roll Call Vote. Motion carried 5:2:0.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (5)
No: Chapman, Engelmann (2)
Abstain: (0)

President Engelmann purchase the remaining two AEDs for $399 from Cintas to coordinate with Rio for sale of one AED. Seconded by Trustee Chapman. Roll Call Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.34. Medical Cabinets at Village Hall and Garage

Discussion was held regarding the medical cabinets at the Village Hall and Garage. No action was taken.

12.35. PDAS Bank First Signers

Trustee Babcock made a motion to designate Finance Director Julie Reis and Village Clerk Laramie Renner as authorized signors for the Pardeeville District Ambulance Service Bank First Accounts. Seconded by Trustee Kopfhamer. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.36. PDAS Bank First Accounts

President Engelmann made a motion for Finance Director Julie Reis and Village Clerk Laramie Renner as authorized signors for the Pardeeville District Ambulance Service Bank First accounts to close the Pardeeville District Ambulance Service Bank First accounts and add them to the EMS Account #201. Seconded by Trustee Chapman. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.37. Village Logo

Administrator Frederickson spoke about the possibility of creating a new Village logo in collaboration with the school district. The idea was introduced to the school district, and they expressed strong interest in participating. The Board discussed the history of the current logo and agreed that working with the school district on a redesign would be a favorable approach.

President Engelmann made a motion to move forward with the Village working with the school district to create a new logo. Seconded by Trustee Kopfhamer. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.38. Agreement for Fire Truck Housing in Village Property

The Board discussed that the Pardeeville Fire District's tower fire truck is currently being stored at the EMS building at no cost to the Fire District. Fire Chief Rick Wendt stated that he confirmed the District's insurance would cover liability for the vehicle while stored there; he just needed to provide a copy of the meeting minutes for their records.

Trustee Babcock made a motion to approve allowing the Pardeeville Fire District to house the tower firetruck at the Village of Pardeeville Ambulance building and be able to perform general maintenance while the vehicle is stored until a mutually agreeable date with the Village. Seconded by Trustee Kopfhamer. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

12.39. Public Works Foreman Attendance

Trustee Babcock spoke about his request to place this item on the agenda. He expressed interest in establishing some form of supervisory presence or oversight at meetings to improve communication with the board. Discussion was held.

President Engelmann motioned to have the Public Works Foreman to attend the monthly Village Board meeting. Seconded by Trustee Miller. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

13. **Consideration of Motion to convene into closed session pursuant to Wis. Stat. §19.85(1)(c) for consideration of employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility –** to wit Deputy Clerk Hiring, Treasurer Salary.

President Engelmann motioned to convene into closed session at 8:36 p.m. Seconded by Trustee Nakielski. Roll Call Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

14. **Reconvene into Open Session.**

President Engelmann motioned to reconvene into open session at 9:09 p.m. Seconded by Trustee Nakielski. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

14.1. Deputy Clerk Hiring

President Engelmann motioned to hire Candidate B at a compensation rate of $25.50 per hour for the Deputy Clerk-Treasurer position. Seconded by Trustee Nakielski. Roll Call. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

14.2. Treasurer Salary

President Engelmann motioned to move the Treasurer to a Salary position at $75,000 annually effective next pay period. Seconded by Trustee Nakielski. Roll Call Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)

No: (0)
Abstain: (0)

15. Adjournment

President Engelmann motioned to adjourn at 9:11 p.m. Seconded by Trustee Miller. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

Laramie Renner
Village Clerk

Pardeeville Village Board Meeting Minutes
Pardeeville Village Hall – Board Room
Monday, July 14, 2025 – 7:00 PM

1. Call meeting to order

President Engelmann called the meeting to order at 7:00p.m.

1.1. Pledge of Allegiance

Led by President Engelmann.

1.2. Roll Call

Present: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski

Absent: None

Staff: Village Clerk Laramie Renner, Village Attorney Johnson

Guests: Austen Frederickson (117 Madison St.)

1.3. Approval of Agenda

Trustee Miller moved to approve the agenda. Seconded by Trustee Nakielski. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

2. Approval of Minutes

None.

3. Comments from the Floor

None

4. Consideration of Motion to convene into closed session pursuant to Wis. Stat. §19.85(1)(c) for consideration of employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility –

to wit Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically discuss the Village administrator and discuss possible actions.

At 7:02 p.m. Trustee Babcock motioned to convene into closed session pursuant to Wis. Stat. §19.85(1)(c) for consideration of employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – to wit Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically discuss the Village administrator and discuss possible actions.. Seconded by Trustee Miller. Roll Call Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)

No: (0)
Abstain: (0)

Attorney Johnson was included in the closed session. Trustee Chapman was appointed to take minutes during the closed session, as Clerk Laramie Renner was excluded due to the nature of the discussion.

5. Reconvene into Open Session.

President Engelmann motioned to reconvene into open session at 8:25 p.m. Seconded by Trustee Chapman. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

5.1. Consider and possible action concerning the employment of the Village Administrator

Trustee Nakielski motioned to t place Austen Frederickson on paid administrative leave until Friday, July 18th end of day. Seconded by President Engelmann. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

President Engelmann motioned to authorize the Village Attorney to offer Austen Frederickson a voluntary settlement agreement paying through Friday, July 18th at 5:00 p.m. That includes a gag order in which each party will not make any disparaging comments against each other also a mutual release of all claims through Friday, July 18th at 5:00 p.m. The Village Attorney will present this settlement to Austen by Tuesday morning. Austen will need to sign and deliver or email to the Village Attorney by Friday, July 18th at 5:00 p.m. Seconded by Trustee Nakielski. Voice Vote. Motion carried unanimously.

Yes: Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (5)
No: Babcock, Kocher (2)
Abstain: (0)

President Engelmann motioned to that if Austen Frederickson does sign the voluntary settlement agreement his employment will be terminated by 5:00 p.m. July 18th. Seconded by Trustee Nakielski. Voice Vote. Motion carried unanimously.

Yes: Chapman, Babcock,Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No: (0)
Abstain: (0)

6. Adjournment

President Engelmann motioned to adjourn at 8:33 p.m. Seconded by Trustee Kopfhamer. Voice Vote. Motion carried unanimously.

Yes: Babcock, Chapman, Engelmann, Kocher, Kopfhamer, Miller, Nakielski (7)
No : (0)
Abstain : (0)

Laramie Renner
Village Clerk

ANGIE W. COX PUBLIC LIBRARY
119 N. Main Street, P.O. Box 370
Pardeeville, WI 53954
608-429-2354

NEWSLETTER

AUG 2025

Crafty Classes

MAINLY CRAFTS ADULT CRAFTING GROUP

Thursday, Aug. 14th at 5:00pm
Wood Slice Light Balls
Thursday, Aug. 28th at 5:00pm
Button Art
Stop in or call the library to register

CARDS WITH MITZI!

Join Mitzi for a **FREE** card making workshop. Stop in or call the library to register by **Friday, Aug. 15th.** Must be registered to attend. Class is open to adults.

Tues, Aug. 19th: 12-3pm / 5-8pm
Wed, Aug. 20th : 9-12pm

Theme: Cards made with Sunflower Napkins

KNITTERVENTION

Come and work on your projects with us!
No Registration Needed.
Knitting Club meets on 2nd and 4th Monday of the month.

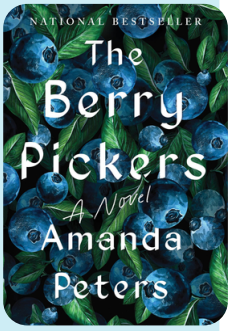
Monday, Aug. 11th
Monday, Aug. 25th
Starting at 4:30 pm

Exercise Classes

YOGA: Thursdays at 9:00am.
ESSENTRICS: Saturdays at 9:00am.

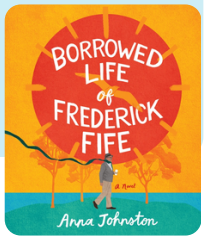
R.E.A.D Adult Book Club

We will be discussing the book ***The Berry Pickers*** by Amanda Peters. Come join us!



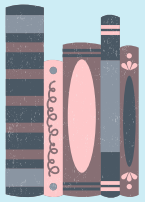
Monday, Aug. 4th at 5:30pm

Next Month



Friends of the Library Book Sale

Saturday, August 9th
9am - 3pm



Story Walk

Take a walk along our library lawn's Story Walk and read Laura Tammisto's children's book about understanding Alzheimer's: ***What's Going On With Busha?***

Historic Library Walking Tour

Stop into the library and grab a brochure about the history of our Library. Take a walk around Pardeeville and explore historic sites important to the library!

ANGIE W. COX PUBLIC LIBRARY
119 N. Main Street, P.O. Box 370
Pardeeville, WI 53954
608-429-2354

1925 100th Anniversary 2025
ANGIE W. COX PUBLIC LIBRARY

Saturday, August 9th 10am - 3pm

Join us at the library for our

End-of-Summer Party!

Bouncy House

Face Painting

Food & Drink

And Much More!

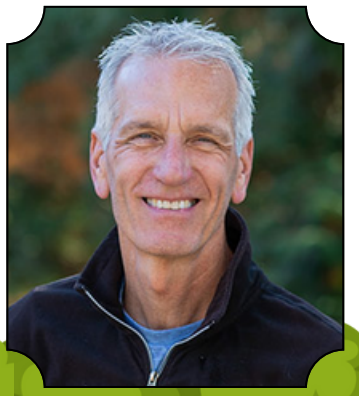
All ages welcome!

Music Provided by the Waunakee Big Band 11am - 1pm

Library Lawn Open House

Garden Tours with Jeff Epping
1pm and 3pm

Cake and Refreshments will be served



Pardeeville Patrol Report
July 2025

Columbia County Sheriff's Office
Sheriff Roger Brandner

Contract Supervisor
Lieutenant Jordan Haueter

Contract Liaison
Sergeant Wesley Austin-Nash

July 2025

The following deputies worked in the Village of Pardeeville during this month:

3328 – Sergeant W. Austin-Nash	**101.00**
3348 – Deputy A. Fazi	**178.00**
3352 – Deputy Noah Hollander	**133.00**
Other Deputies	**12.25**

PARKING ENFORCEMENT: 0 hours
OVERTIME HOURS (47.50 x 1.5): 71.25 hours
INVESTIGATION HOURS: 0 hours

TRAFFIC CITATIONS: 21
ORDINANCE CITATIONS: 2
PARKING CITATIONS: 0

Mutual Aid
11.00 hours

Columbia County Sheriff's Office
Pardeeville Monthly Report

Call Type:

911 HANG UP	10
ACCIDENT-PDO	3
AGENCY ASSIST	2
ALARM-BANK	1
ALARM-MEDICAL	2
ANIMAL	5
CHILD CUSTODY	1
CHILD SA	1
CITIZEN ASSIST	13
CIVIL	3
CONTROLLED	1
DNR VIOLATION	1
DOMESTIC	2
DRIVE	4
EMS	6
EXTRA PATROL	2
FIRE-GAS/CO	1
FIREWORKS	1
FOOT PATROL	2
FRAUD	3
GAS DRIVE-OFF	1
HAZ RDWY	1
JUVENILE	2
KEEP PEACE	2
LOST/FOUND	6
NOISE	2
O/W PERSON	2
ORD VIOL	2
SECURITY	125
SPECIAL EVNT	3
SUSPICIOUS	2
THEFT	2
TRAFFIC CONTROL	1
TRAFFIC STOP	47
TRESPASS	1
UNWANTED	1
UTILITIES	2
WARRANT	2
WELFARE	8

Total Calls:276

Columbia County Sheriff's Office

Law Incident Summary Report, by Area, Nature

Area: VILLAGE OF PARDEEVILLE

Nature: 911 Hang Up

Number	Time and Date	Nature	Location	Dsp	Summary
25-20643	10:54:28 07/03/25	911 Hang Up	4P VILLAGE OF PARDEEVILLE		
25-20761	13:31:22 07/04/25	911 Hang Up	4P VILLAGE OF PARDEEVILLE		ALL 10-2, ACC DIAL
25-21010	19:43:36 07/06/25	911 Hang Up	4P VILLAGE OF PARDEEVILLE		911 ACCIDENTAL. PHONE CONTACT MADE.
25-21165	08:12:22 07/08/25	911 Hang Up	4P VILLAGE OF PARDEEVILLE	CLO	
25-21242	21:57:15 07/08/25	911 Hang Up	4P VILLAGE OF PARDEEVILLE		[redacted] ACCIDENTLY DIALED 911. ALL APPEARS 10-2 AND NOT IN NEED OF ASSISTANCE.
25-21631	10:25:26 07/12/25	911 Hang Up	4P VILLAGE OF PARDEEVILLE	CLO	
25-22243	19:57:20 07/17/25	911 Hang Up	4P VILLAGE OF		911 HANGUP, [redacted], ACCIDENTAL NO NEED FOR EMERGENCY SERVICES

Number	Time and Date	Nature	Location	Dsp	Summary
			PARDEEVILLE		
25-22703	12:08:26 07/22/25	911 Hang Up	4P VILLAGE OF PARDEEVILLE		ACCIDENTAL 911 MADE CONTACT BY LIBRARY ALL APPEARED 10-2 NO SIGNS OF DISTRESS. STATED HE WAS ON A WALK AND PHONE WAS IN POCKET.
25-23365	15:03:57 07/27/25	911 Hang Up	4P VILLAGE OF PARDEEVILLE	CLO	
25-23687	13:32:39 07/30/25	911 Hang Up	4P VILLAGE OF PARDEEVILLE		

Total Incidents for This Officer: 10

Nature: Accident-Pdo

Number	Time and Date	Nature	Location	Dsp	Summary
25-20549	12:25:23 07/02/25	Accident-Pdo	4P VILLAGE OF PARDEEVILLE		[redacted] WAS GOING SOUTH BOUND ON 2ND STREET, SAW THE CEMENT TRUCKS AND WANTED TO TURN AROUND AND GO BACK NORTH. SHE TURNED INTO A DRIVEWAY AND DID NOT SEE THE CEMENT TRUCK GOING SOUTH WHEN SHE WAS BACKING OUT. DAMAGE TO HER BACK DRIVER SIDE BUMPER AND NO DAMAGE TO CEMENT TRUCK. DT4000 COMPLETED.
25-22422	18:40:09 07/19/25	Accident-Pdo	4P VILLAGE OF PARDEEVILLE		OPERATOR BACKED INTO A TREE IN THE PARKING AREA OF PAVILION 2 CAUSING A GOOD AMOUNT OF DAMAGE. COMPLETED DT4000 ACCIDENT FOR FOR PARKING LOT AND PROVIDED HIM CRASH DOCS.ORG CARD.
25-22864	16:57:14 07/23/25	Accident-Pdo	4P VILLAGE OF PARDEEVILLE		[redacted] WAS PARKED ON N MAIN EXITING HER VEH WHEN VEH DRIVEN BY [redacted] WAS COMING IN TO PARK, DID NOT SEE [redacted] OPEN HER DRIVERS SIDE DOOR CAUSING REPORTABLE DAMAGE TO BOTH VEHS

Number	Time and Date	Nature	Location	Dsp	Summary

Total Incidents for This Officer: 3

Nature: Agency Assist

Number	Time and Date	Nature	Location	Dsp	Summary
25-21558	20:36:03 07/11/25	Agency Assist	4P VILLAGE OF PARDEEVILLE		SPOKE TO [redacted] EMPLOYEE OF MOBILE. SHOWED ME THC GUMMYS THAT MATCHED DESCRIPTION PROVIDED BY GREEN LAKE COUNTY. INFORMATION RELAYED.
25-22839	12:43:13 07/23/25	Agency Assist	4P VILLAGE OF PARDEEVILLE		C136 REQUESTED ME IN THE AREA DURING ATTEMPTED CONTACT DURING FOLLOW UP

Total Incidents for This Officer: 2

Nature: Alarm-Bank

Number	Time and Date	Nature	Location	Dsp	Summary
25-23808	08:09:21 07/31/25	Alarm-Bank	4P VILLAGE OF PARDEEVILLE		ALARM AT BANK FIRST. CONTACT WITH EMPLOYEE'S NO ISSUES.

Total Incidents for This Officer: 1

Nature: Alarm-Medical

Number	Time and Date	Nature	Location	Dsp	Summary
25-20908	16:55:01 07/05/25	Alarm-Medical	4P VILLAGE OF PARDEEVILLE		
25-22309	14:06:26 07/18/25	Alarm-Medical	4P VILLAGE OF		LIFTED PATIENT ONTO TOILET OFF THE FLOOR, STOOD BY UNTIL EMS AND FD ARRIVED.

Number	Time and Date	Nature	Location	Dsp	Summary
			PARDEEVILLE		

Total Incidents for This Officer: 2

Nature: Animal

Number	Time and Date	Nature	Location	Dsp	Summary
25-22000	14:10:54 07/15/25	Animal	4P VILLAGE OF PARDEEVILLE		DOG AT LARGE, STRUCK BY CAR(NO DAMAGE, MNOR INJ TO DOG). WARNED OWNER ANIMAL AT LARGE
25-22643	21:46:33 07/21/25	Animal	4P VILLAGE OF PARDEEVILLE		ANNON STATING THEY HIT A DEER ON E CHESTNUT AND DON. WALKED INTERSECTION AND ALL INTERSECTIONS NEAR IT AND WAS UTL
25-22844	13:19:18 07/23/25	Animal	4P VILLAGE OF PARDEEVILLE		BROWN AND WHITE DOG LOCATED WALKING FROM KT. WENT HOME TO [redacted]. MADE CONTACT WITH [redacted] OWNER OF TUCKER WHO ADVISED THAT HER SON MUST HAVE LET HIM OUT
25-23476	16:09:51 07/28/25	Animal	4P VILLAGE OF PARDEEVILLE		WALK UP COMPLAINT FROM CITIZEN WHO REQUESTED A WELFARE CHECK OF AN AMISH HORSE THAT WAS TIED UP AND APPEARED IN DISTRESS. PASSED HORSE AND BUGGY LEAVING PRIOR TO MY APPRIVAL AND APPEARED OKAY
25-23904	21:10:51 07/31/25	Animal	4P VILLAGE OF PARDEEVILLE	CLO	ANON PARTY REPORTED DOG BARKING/HOWLING // [redacted] NOT ON SCENE STATES SHE WASNT AWARE // WARNED FOR NUISANCE ANIMALS // [redacted] STATED DOG HAS ADEQUATE FOOD/WATER

Total Incidents for This Officer: 5

Nature: Child Custody

Number	Time and Date	Nature	Location	Dsp	Summary
25-22367	08:58:34 07/19/25	Child Custody	4P VILLAGE OF		ONGOING CHILD CUSTODY ISSUES BETWEEN [redacted]. BOTH WERE ADVISED IT IS

Number	Time and Date	Nature	Location	Dsp	Summary
			PARDEEVILLE		A CIVIL ISSUE AND TO DOCUMENT EVERYTHING AND TAKE IT BACK TO THE COURTS.

Total Incidents for This Officer: 1

Nature: Child Sa

Number	Time and Date	Nature	Location	Dsp	Summary
25-22944	09:44:30 07/24/25	Child Sa	4P VILLAGE OF PARDEEVILLE		DANE COUNTY SOCIAL SERVICES REPORTING CHILD SA THAT OCCURRED AT A CAMPGROUND OR FAMILY LAND FOR CAMPING AROUND PARDEEVILLE.

Total Incidents for This Officer: 1

Nature: Citizen Assist

Number	Time and Date	Nature	Location	Dsp	Summary
25-20576	17:48:21 07/02/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		WALK UP COMPLAINT OF [redacted] PHONE BEING TAKEN FROM CHANDLER PARK. [redacted] BELIEVED IT WAS [redacted] [redacted] THEN HANDED ME [redacted] WATERBOTTLE AND INFORMED ME THAT IT SMELLED LIKE ETOH. PBT READING OF HIGH ON THE WATERBOTTLE. UNKNOWN HOW LONG WATERBOTTLE WAS AT THE PARK NOT IN [redacted] POSS. [redacted] BLEW .000 ON PBT. [redacted] PBT .000 NO CITATIONS ISSUED [redacted] TRYING TO LOG INTO FIND MY IPHONE TO TRACK ITS LOCATION. 07-03-2025 [redacted] UNCLE DROVE BOTH GIRLS TO KWIK TRIP. PHONE LOCATED IN VAN.
25-20887	13:17:12 07/05/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		ASSISTED DISABLED JET SKI IN GETTING BACK TO SHORE.
25-20894	14:17:55 07/05/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		QUESTIONS ABOUT DARE PROGRAM.

Number	Time and Date	Nature	Location	Dsp	Summary
25-21889	12:31:53 07/14/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		[redacted] WISHED TO REPORT HER FUTURE SISTER, IN LAW, [redacted], IN A RELATIONSHIP WITH [redacted] THREATENS TO TAKE CHILD IN COMMON OUT OF STATE IF [redacted] LEAVES. NO IMMEDIATE CONCERNS AT THIS TIME. ALSO WANTED TO REPORT [redacted] USING 961 AND DRIVING WITHOUT A LICENSE.
25-22344	23:11:19 07/18/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		[redacted] WAS LOCKED OUT ON HIS PORCH. DROPPED APT KEYS TO ME AND ENTERED RESIDENCE WITH HIS CONSENT TO ASSIST HIM IN GETTING BACK INSIDE.
25-22384	10:50:11 07/19/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		[redacted] WAS UPSET OVER SOON TO BE EX HUSBAND HAVING FAMILY IN GARAGE TO ASSIST HIM IN REMOVING HIS BOAT, CLOTHES AND OTHER ITEMS. DIVORCE IS NOT FINALIZED AND [redacted] WAS ADVISED THAT IT IS STILL MARITAL PROPERTY AND HE COULD INVITE WHOEVER HE WOULD LIKE OVER.
25-22632	08:07:57 07/21/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		SOMEONE ATTEMPTED TO USE [redacted] CARD IN MILWAUKEE. [redacted] IS NOT OUT OF ANY MONEY.
25-22991	19:02:31 07/24/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		[redacted] HAD CONCERNS ABOUT RETURN TO RESIDENCE TONIGHT, CONNECTED [redacted] WITH HOPE HOUSE AND I ADVISED HER TO CALL IF ANYTHING HAPPENS TONIGHT. NO CURRENT DOMESTIC INCIDENT.
25-23087	13:28:56 07/25/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		7/25/25 [redacted] WOULD LIKE TO MEET WHEN HE GETS HOME TO SHOW SCREENSHOTS OF FACEBOOK POSTS. 2/27/25 EXPLAINED TO [redacted] WHEN TO CALL LAW ENFORCEMENT AND EXPLAINED THAT THE LAST FEW MONTHS HE HAS CALLED ABOUT THE MOTHER OF HIS CHILD NO LAW HAD BEEN BROKEN. THOUGH IT IS A STRESSFUL SITUATION CHILD CUSTODY BICKERING AND BEING RUDE TO EACHOTHER IS NOT AGAINST THE LAW. [redacted] STATED HE UNDERSTOOD BUT IS SICK OF THE SITUATION.

Number	Time and Date	Nature	Location	Dsp	Summary
25-23276	19:08:59 07/26/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		[redacted] ELECTRIC WHEELCHAIR DIED AT THE RUMBLE STRIP FOR CROSSWALK, THE CHAIR THEN TIPPED OVER WITH HIM IN IT. LIFT ASSIST INTO PUSH CHAIR AND GOT [redacted] HOME. [redacted] DID NOT WANT EMS.
25-23351	13:07:34 07/27/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		FAMILY RENTED SHELTER 2 IN CHANDLER LAKE PARK BUT WOMANS BATHROOM WAS STILL LOCKED. BATHROOM UNLOCKED.
25-23364	14:58:35 07/27/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		[redacted] ASKED FOR LE TO STAND BY FOR CHILD CHANGE OVER AS HE BELIEVED MOTHER HAD BEEN DRINKING. WAITED FOR MOTHER FOR 25 MINTUES WHO DID NOT SHOW. MADE PHONE CONTACT WITH [redacted] WHO STATED THAT SHE CHANGED THE TIME TO 5PM.
25-23605	19:33:34 07/29/25	Citizen Assist	4P VILLAGE OF PARDEEVILLE		REPORT OF BOAT TOWING A SKI NEAR KAYAKER. CONTACTED MADE & WARNED FOR BEHAVIOR

Total Incidents for This Officer: 13

Nature: Civil

Number	Time and Date	Nature	Location	Dsp	Summary
25-20462	14:45:47 07/01/25	Civil	4P VILLAGE OF PARDEEVILLE		[redacted] CALLED ADVISING THAT HE WAS TOLD [redacted] PLANNED TO BREAK INTO THE GARAGE. SHE WAS ADVISED EARLIER BY 3323 TO NOT ENTER AND TO POST A 24HR NOTICE THAT SHE WILL BE ENTERING AS LANDLORD. [redacted] WILL CONTACT COSO BACK IF IT APPEARS AS THOUGH [redacted] HAS ENTERED INTO THE GARAGE DURING HIS ABSENCE.
25-20490	20:48:04 07/01/25	Civil	4P VILLAGE OF PARDEEVILLE		I SPOKE WITH [redacted] WHO ADVISED [redacted] STOLE HIS DOG LEAD. SHE DID NOT ANSWERE THE DOOR BUT THEN CALLED ASKING WHY I WAS AT HER HOUSE. I SPOKE WITH [redacted] OVER THE PHONE WHO ADVISED SHE DID TAKE HIS LEAD AND THREW IT BY HER FENCE OUTSIDE HER HOUSE.

Number	Time and Date	Nature	Location	Dsp	Summary
					SHE SAID HIS DOGS WERE GONE AND HE WAS GONE SO SHE THOUGHT HE HAD MOVED OUT. SHE SHOWED ME WHERE THE LEAD WAS AND IT WAS RETURNED TO DILLON NO CRIMINAL CHARGES EVERYTHING RESOLVED.
25-22616	17:59:15 07/21/25	Civil	4P VILLAGE OF PARDEEVILLE		[redacted] UPSET THAT EX CAME TO HIS HOUSE TO DROP OFF COURT PAPERWORK. THEY DID NOT SPEAK TO EACHOTHER AND SHE PLACED PAPERWORK IN VEHICLE. SPOKE WITH [redacted] ABOUT SITUATION AND HE SEEMED TO CALM DOWN. NOTHING ELSE NEEDED.

Total Incidents for This Officer: 3

Nature: Controlled

Number	Time and Date	Nature	Location	Dsp	Summary
25-22033	19:22:24 07/15/25	Controlled	4P VILLAGE OF PARDEEVILLE		TRAFFIC STOP FOR TINT. K9 ALERT BY RICO. THC VAPE & CART LOCATED INSIDE BACKPACK IN BACKSEAT. [redacted] ISSUED MISDEMEANOR SUMMONS FOR DRUG PARA & THC

Total Incidents for This Officer: 1

Nature: Dnr Violation

Number	Time and Date	Nature	Location	Dsp	Summary
25-23147	20:50:22 07/25/25	Dnr Violation	4P VILLAGE OF PARDEEVILLE		UNCORP. FEMALE WITH MALE THAT RECEIVED DNR OWI. STOOD BY WITH [redacted] WHILE DNR INVEST.

Total Incidents for This Officer: 1

Nature: Domestic

Number	Time and Date	Nature	Location	Dsp	Summary
25-20842	02:08:27 07/05/25	Domestic	4P VILLAGE OF PARDEEVILLE	CAA	[redacted] ARRESTED FOR DOMESTIC DC
25-20924	19:33:17 07/05/25	Domestic	4P VILLAGE OF PARDEEVILLE	CAA	[redacted] ARRESTED FOR DOMESTIC DC

Total Incidents for This Officer: 2

Nature: Drive

Number	Time and Date	Nature	Location	Dsp	Summary
25-21053	08:34:08 07/07/25	Drive	4P VILLAGE OF PARDEEVILLE		PT CRUISER SPEEDING DOWN ALLEY BEHIND 100 S MAIN, UTL SUSPECT, WILL F/U TOMORROW
25-22491	14:20:07 07/20/25	Drive	4P VILLAGE OF PARDEEVILLE		REPORT OF A.S SPEEDING ON HASKINS DR, SPOKE WITH [redacted] MOTHER, [redacted] AND ADVISED OF COMPLAINT. STATED SHE WOULD SPEAK WITH HIM
25-22718	15:29:40 07/22/25	Drive	4P VILLAGE OF PARDEEVILLE		[redacted] DRIVING NORTH BOUND 22 PASSED [redacted] ON 22. [redacted] THEN STATED SHE FELT LIKE [redacted] WAS TO CLOSE SHE THEN BREAK CHECKED HIM, AND HE PASSED HER DURNING A DOUBLE YELLOW BY MOBILE IN 4P. BOTH DRIVERS SPOKE TO ABOUT THEIR DRIVING BEHAVIOR.
25-22752	19:55:40 07/22/25	Drive	4P VILLAGE OF PARDEEVILLE		ANONYMOUS RP CALLED IS POSSIBLE INTOXICATED DRIVER. CHECKED AREA. UTL. CAR WAS NOT IN THE DRIVEWAY.

Total Incidents for This Officer: 4

Nature: Ems

Number	Time and Date	Nature	Location	Dsp	Summary
25-20638	09:40:33 07/03/25	Ems	4P VILLAGE OF PARDEEVILLE		EMS CALL, ASSISTED FIRE AND EMS
25-21296	09:22:21 07/09/25	Ems	4P VILLAGE OF PARDEEVILLE		ASSISTED EMS AND CONTACTING FAMILY
25-23452	11:35:06 07/28/25	Ems	4P VILLAGE OF PARDEEVILLE		ASSISTED EMS AS NEEDED.
25-23461	13:11:10 07/28/25	Ems	4P VILLAGE OF PARDEEVILLE		ASSISTED AS NEEDED FOR EMS CALL
25-23470	14:54:54 07/28/25	Ems	4P VILLAGE OF PARDEEVILLE		ASSISTED AS NEEDED FOR EMS CALL
25-23514	22:57:44 07/28/25	Ems	4P VILLAGE OF PARDEEVILLE		ASSISTED EMS AS NEEDED.

Total Incidents for This Officer: 6

Nature: Extra Patrol

Number	Time and Date	Nature	Location	Dsp	Summary
25-21125	20:44:28 07/07/25	Extra Patrol	4P VILLAGE OF PARDEEVILLE		DOOR WILL NOT LATCH TO LOCK ON 4P TH MEETING ROOM

Number	Time and Date	Nature	Location	Dsp	Summary
25-23745	21:02:40 07/30/25	Extra Patrol	4P VILLAGE OF PARDEEVILLE		

Total Incidents for This Officer: 2

Nature: Fire-Gas/Co

Number	Time and Date	Nature	Location	Dsp	Summary
25-22097	12:37:45 07/16/25	Fire-Gas/Co	4P VILLAGE OF PARDEEVILLE		RESPONDED TO GAS LEAK. GAS WAS OFF BEFORE I ARRIVED. WENT OVER HOW TO USE GAS BURNERS ON STOVE.

Total Incidents for This Officer: 1

Nature: Fireworks

Number	Time and Date	Nature	Location	Dsp	Summary
25-20813	21:21:28 07/04/25	Fireworks	4P VILLAGE OF PARDEEVILLE		PARTY WARNED TO STOP WITH THE FIREWORKS

Total Incidents for This Officer: 1

Nature: Foot Patrol

Number	Time and Date	Nature	Location	Dsp	Summary
25-20762	13:38:26 07/04/25	Foot Patrol	4P VILLAGE OF PARDEEVILLE	CLO	Community Policing at Lemonade stand.
25-20765	13:48:31 07/04/25	Foot Patrol	4P VILLAGE OF		

Number	Time and Date	Nature	Location	Dsp	Summary
			PARDEEVILLE		

Total Incidents for This Officer: 2

Nature: Fraud

Number	Time and Date	Nature	Location	Dsp	Summary
25-20669	16:47:42 07/03/25	Fraud	4P VILLAGE OF PARDEEVILLE	INF	NATIONAL BANK CALLED AFTER ELDERLY FEMALE WITHDREW ABNORMAL AMOUNT FOR HER. TALKED TO [redacted] ABOUT FRAUD CALLS AND SAFE MONEY HANDLING ATTEMPTED TO MEET WITH CALLER AND WERE UTL
25-20798	17:56:14 07/04/25	Fraud	4P VILLAGE OF PARDEEVILLE		ATTEMTED THEFT VIA GIFT CARDS OUT NO MONEY
25-23584	15:38:35 07/29/25	Fraud	4P VILLAGE OF PARDEEVILLE		VILLAGE PRESIDENTS EMAIL WAS HACKED AND REQUESTED MONEY TO BE SENT TO A ZELLE ACCOUNT, VILLAGE IT HAS BEEN CONTACTED AND NOT OUT ANY MONEY

Total Incidents for This Officer: 3

Nature: Gas Drive-Off

Number	Time and Date	Nature	Location	Dsp	Summary
25-23575	13:39:04 07/29/25	Gas Drive-Off	4P VILLAGE OF PARDEEVILLE		[redacted] PUT HIS CARD IN BUT IT DID NOT READ. SEEMS TO BE AN INNOCENT MISTAKE. HE IS ON THE WAY TO PAY.

Total Incidents for This Officer: 1

Nature: Haz Rdwy

Number	Time and Date	Nature	Location	Dsp	Summary
25-21510	11:44:13 07/11/25	Haz Rdwy	4P VILLAGE OF PARDEEVILLE		

Total Incidents for This Officer: 1

Nature: Juvenile

Number	Time and Date	Nature	Location	Dsp	Summary
25-20665	14:41:23 07/03/25	Juvenile	4P VILLAGE OF PARDEEVILLE	INF	ANON REPORT OF ABUSE OF [redacted] // SPOKE WITH FAMILY MEMBERS ALL HAVING SIMILER STORIES OF AN INCIDENT THAT HAPPENED TODAY STATING NOTHING PHYSICAL HAPPENING. /// [redacted] REPORTS THAT HIS FATHER WAS PHSYICAL BUY PUSHING A RAKE INTO CHEST CAUSING PAIN. JUVINILE HAS OWN VEH AND SAFETY PLAN OF STAYING WITH GRANDMOTHER. REPORT WILL BE FORWARDED TO THE DA AND JUVENILE HHS.
25-20996	15:13:21 07/06/25	Juvenile	4P VILLAGE OF PARDEEVILLE		ONGOING DISPUTE BETWEEN [redacted] AND HIS FATHER [redacted] L. NO CRIME COMMITTED BY EITHER PARTY, JUST WANTED INCIDENT DOCUMENTED AND WANTED ASSISTANCE GOING FORWARD IF NEEDED.

Total Incidents for This Officer: 2

Nature: Keep Peace

Number	Time and Date	Nature	Location	Dsp	Summary
25-20550	12:36:23 07/02/25	Keep Peace	4P VILLAGE OF PARDEEVILLE		KEEP THE PEACE BETWEEN [redacted] [redacted] WALKED THROUGH THE GARAGE AND [redacted] STOOD BY. STATED HE WILL BE BACK ON THE PROPERTY BETWEEN 1800-2000 TO COLLECT HIS TWO DOGS. HE WILL LEAVE THE KEY TO THE PADLOCK THAT IS ON THE GARAGE DOOR IN THE LOCK FOR [redacted] TO COLLECT AT A LATER TIME. BOTH STATED

Number	Time and Date	Nature	Location	Dsp	Summary
					THEY DID NOT NEED L.E FOR DILLAN TO COLLECT THE TWO DOGS AND AIR UNITS IN THE GARAGE.
25-23377	17:00:13 07/27/25	Keep Peace	4P VILLAGE OF PARDEEVILLE		KEEP THE PEACE FOR CHILD EXCHANGE, MOTHER NEVER SHOWED UP TO PICK UP CHILD. BUT DROVE PASSED WHILE CALLING [redacted] STATING IM OUTSIDE NICE TOUCH HAVING THE COP THERE.

Total Incidents for This Officer: 2

Nature: Lost/Found

Number	Time and Date	Nature	Location	Dsp	Summary
25-21191	13:33:06 07/08/25	Lost/Found	4P VILLAGE OF PARDEEVILLE		
25-21500	08:05:42 07/11/25	Lost/Found	4P VILLAGE OF PARDEEVILLE		LOST WALLET, CONTACT OWNER VIA 10-21 LEFT VM
25-22017	16:25:36 07/15/25	Lost/Found	4P VILLAGE OF PARDEEVILLE		FOUND WALLET FOR [redacted] APARTMENT MANAGER FOR WHERE HE LIVES HAS THE WALLET AND WILL GIVE TO HIM WHEN HE RETURNS.
25-22018	16:23:17 07/15/25	Lost/Found	4P VILLAGE OF PARDEEVILLE		PHONE LOCATED AT CHANDLER BEACH. TURNED OVER TO OWNER
25-23084	13:26:55 07/25/25	Lost/Found	4P VILLAGE OF PARDEEVILLE		DEBIT CARD LOCATED ON MAIN STREET IN PARDEEVILLE. IN L&F BOX AT SUBSTATION.
25-23477	16:21:45 07/28/25	Lost/Found	4P VILLAGE OF PARDEEVILLE		

Number	Time and Date	Nature	Location	Dsp	Summary

Total Incidents for This Officer: 6

Nature: Noise

Number	Time and Date	Nature	Location	Dsp	Summary
25-20492	21:34:25 07/01/25	Noise	4P VILLAGE OF PARDEEVILLE		THE DOG WAS STILL ON THE DECK BARKING. I MADE CONTACT WITH [redacted] AND SHE BROUGHT HER DOG IN. VERBAL WARNING
25-22515	20:16:58 07/20/25	Noise	4P VILLAGE OF PARDEEVILLE		ANON REPORT OF ROOSTER BEING LOUD, DROVE AREA AND DID NOT HEAR A ROOSTER

Total Incidents for This Officer: 2

Nature: O/W Person

Number	Time and Date	Nature	Location	Dsp	Summary
25-21946	23:09:27 07/14/25	O/W Person	4P VILLAGE OF PARDEEVILLE		[redacted] PARKED INFRONT OF 111 THIRD STREET WITH LIGHTS ON, ONCE I PASSED TURNED LIGHTS OFF. MADE CONSENSUAL CONTACT AND WAS ANNOYED WITH MY CONTACT. STAYED IN AREA ON FOOT AFTER BREAKING CONTACT WHERE [redacted] LEFT SHORTLY AFTER. [redacted] HAS 961 HISTORY.
25-22341	22:34:55 07/18/25	O/W Person	4P VILLAGE OF PARDEEVILLE		WAS GOING TO GO FISHING BUT ADVISED PRIVATE PROPERTY AND TO GO TO BOAT LAUNCH

Total Incidents for This Officer: 2

Nature: Ord Viol

Number	Time and Date	Nature	Location	Dsp	Summary
25-23877	16:09:26 07/31/25	Security	4P VILLAGE OF PARDEEVILLE		

Total Incidents for This Officer: 125

Nature: Special Evnt

Number	Time and Date	Nature	Location	Dsp	Summary
25-20746	09:12:45 07/04/25	Special Evnt	4P VILLAGE OF PARDEEVILLE		
25-20873	10:43:08 07/05/25	Special Evnt	4P VILLAGE OF PARDEEVILLE		
25-20883	12:24:09 07/05/25	Special Evnt	4P VILLAGE OF PARDEEVILLE		

Total Incidents for This Officer: 3

Nature: Suspicious

Number	Time and Date	Nature	Location	Dsp	Summary
25-20699	21:52:12 07/03/25	Suspicious	4P VILLAGE OF PARDEEVILLE		[redacted] UNCOMFORTABLE WITH [redacted] BEHAVIOR AT LAUNDRY MATT. SPOKE WITH [redacted] WHO STATED HE HAS ALOT OF STRESS RIGHT NOW AND ADMITTED TO BEING A LITTLE LOUD EARLIER. [redacted] STATED HE WILL COOL IT DOWN. STOOD BY WHILE [redacted] COLLECTED THE REST OF HER ITEMS FROM DRYER.
25-22093	11:59:37 07/16/25	Suspicious	4P VILLAGE OF		T/S DRIVING COMPLAINT POSSIBLE 10-55 AND OAR, VERBALLY ID'D AS SUSPECT, NO 10-55, OAR CRIM CITATION ISSUED. SEE REPORT

Number	Time and Date	Nature	Location	Dsp	Summary
			PARDEEVILLE		

Total Incidents for This Officer: 2

Nature: Theft

Number	Time and Date	Nature	Location	Dsp	Summary
25-20659	12:57:02 07/03/25	Theft	4P VILLAGE OF PARDEEVILLE	CAA	REPORT OF THEFT OF A AMISH BUSINESS BANK DEPOST. SUSPECT IS THE DRIVER FOR THE AMISH AND IS BELIEVED TO HAVE POCKETED MONEY INSTEAD OF PLACING IT IN DRIVETHROUGH BOX.
25-23116	16:27:23 07/25/25	Theft	4P VILLAGE OF PARDEEVILLE		THEFT OF MOMS MEALS THAT WAS DELIEVERED IN FRONT OF VICTIMS DOOR. INVEST ON GOING SPOKE TO ALL TENENTS OF APT. ALL CLAIMING NO RESPONSIBLITY FOR STOLEN FOOD ITEMS.

Total Incidents for This Officer: 2

Nature: Traffic Control

Number	Time and Date	Nature	Location	Dsp	Summary
25-20991	13:21:54 07/06/25	Traffic Control	4P VILLAGE OF PARDEEVILLE		SEMI BLOCKING N/B LANE UNABLE TO MAKE TURN ONTO LAKE ST. SEMI WAS ABLE TO CORRECT AND CONTINUE N/B

Total Incidents for This Officer: 1

Nature: Traffic Stop

Number	Time and Date	Nature	Location	Dsp	Summary
25-20435	09:18:10 07/01/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S FOS, ILLEGIBLE REG, WW SAME

Number	Time and Date	Nature	Location	Dsp	Summary
25-20599	20:34:37 07/02/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		10 DAY FOR CLEARANCE LAMPS
25-20773	14:48:18 07/04/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S FOR UNREGISTERED VEH. WARNING FOR SAME.
25-20777	15:30:02 07/04/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		WARN EXPIRED REG
25-20937	22:39:28 07/05/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		TRAFFIC STOP NO LIGHTS, WARN SAME
25-21357	20:35:43 07/09/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		TRAFFIC STOP FOR VEHICLES REGISTRATION SHOWING SUSPENDED IN ILLINOIS. K9 REQUESTED DUE TO DRIVING BEHAVIOR BEFORE STOP AND PASSENGERS DURING STOP. K9 ALERT TO VEH, SHAKE LOCATED INSIDE VEHICLE. DRIVER RAN THROUGH FIELD SOBRIETY DUE TO ADMITTANCE TO SMOKING THIS AFTERNOON AND OTHER OBSERVATIONS. AND RELEASED FROM THE STOP WITH WARNINGS.
25-21408	09:50:08 07/10/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		
25-21455	21:31:34 07/10/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		STOPPED VEHICLE FOR DARK WINDOW TINT AND DID NOT OBSERVE ANY REGISTRATION. VEHICLE WAS REGISTERED BUT NOT LEGIBLE AS A TEMP TAG DUE TO THE TINT. WARNED FOR TINT AND ILLEGIBLE REGISTRATION. COOPERATIVE.
25-21569	23:08:59 07/11/25	Traffic Stop	4P VILLAGE OF		

Number	Time and Date	Nature	Location	Dsp	Summary
			PARDEEVILLE		
25-21891	13:35:24 07/14/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		[redacted] STOPPED FOR SPEED. WARNED FOR SAME AND LOUD EXHAUST. COOPERATIVE.
25-21917	18:33:52 07/14/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		[redacted] STOPPED FOR NO REGISTRATION DISPLAYED. WILL BE GETTING THE TITLE THIS WEEK AND GETTING IT REGISTERED. WARNED SAME AND CRACKED WINDSHIELD
25-22023	18:08:14 07/15/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		WARNING FOR UNREASONABLE IMPRUDENT SPEED AND SQUEALING TIRES.
25-22085	10:18:52 07/16/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S FOS, WW FOS, CNP
25-22089	10:52:28 07/16/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S RLI, UTC OWS 22, RLI, CNI
25-22109	14:34:24 07/16/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S SPEED V/W SAME
25-22141	20:03:18 07/16/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S NO PLATES ON TRUCK. DRIVER SHOWED DATED TITLE WITHIN TIME LIMIT OF REG. HAD DRIVER SIGN IT WHILE I WAS ON SCENE. 10 DAY WARNING FOR INSURANCE.
25-22197	11:34:35 07/17/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S 46/25, UTC SAME

Number	Time and Date	Nature	Location	Dsp	Summary
25-22223	15:51:46 07/17/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S SPEED W/W SAME
25-22238	19:01:37 07/17/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		[redacted] FLAGGED ME DOWN TO SHOW ME HIS MUFFLER. ADVISED HIM MUFFLER WAS STILL ILLEGAL. WAS ADVISED THAT THERE WERE TWO OTHER JUVENILES IN THE VEHICLE. CONTACT TURNED INTO A TRAFFIC STOP AND CIT ISSUED FOR MUFFLER W/W GDL. MOTHER [redacted] CONTACTED WHOM IS GOING TO TAKE THE JUVENILES HOME.
25-22306	14:03:13 07/18/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		MASON MATTKE STOPPED FOR NON REGISTRATION. TOOK A VEHICLE OFF THE DEALERSHIP LOT TO DELIVER A BRAKE LINE. COOPERATIVE.
25-22338	21:40:18 07/18/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		[redacted] STOPPED AND WARNED FOR HIGH MOUNT BRAKE LIGHT NOT WORKING
25-22485	13:49:09 07/20/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S FOR SPEED CITE FOR SAME.
25-22610	17:07:35 07/21/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		DRIVING COMPLIANT FROM 3305 OF DRIVER OPERATING OVER THE FOG LINE AND DRIVING SLOW. DRIVER WAS ELDERLY AND SPOKE TO ABOUT DRIVING BEHAVIOR. NOTHING ELSE NEEDED.
25-22649	22:37:41 07/21/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S FOR ER CIT FOR PROOF AND 10 DAY ER
25-22759	21:16:26 07/22/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S SPEED CITATION FOR SAME.

Number	Time and Date	Nature	Location	Dsp	Summary
25-22861	16:54:03 07/23/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		[redacted] STOPPED FOR SPEEDING AND TINT VIOLATION. CITED FOR OPERATING WHILE SUSPENDED. COOPERATIVE.
25-22862	17:12:37 07/23/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		TRAFFIC STOP SPEED WARNED FOR THE SAME.
25-22865	17:25:09 07/23/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		TRAFFIC STOP SPEED WARN SAME.
25-22887	21:23:01 07/23/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		[redacted] STOPPED FOR HIGH MOUNT BRAKE LIGHT AND REGISTRATION LAMPS NOT FUNCTIONING. WRITTEN WARNING FOR VIOATIONS, EXTREMELY NERVOUS DURING CONTACT.
25-23064	08:44:34 07/25/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		
25-23145	21:01:27 07/25/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S HEADLIGHT V/W SAME
25-23270	18:37:46 07/26/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S SPEED V/W SAME
25-23289	20:49:39 07/26/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S SPEED W/W SAME
25-23299	22:27:56 07/26/25	Traffic Stop	4P VILLAGE OF		T/S FOR ER. DRIVER REFUSED TO GET BACK INTO VEHICLE. DRIVER CITED FOR ORD. RESIST/OBSTRUCT,

Number	Time and Date	Nature	Location	Dsp	Summary
			PARDEEVILLE		ER, FAILURE TO APPLY FOR TITLE, AND UNLAWFUL DISPLAY OF LP.
25-23458	12:42:12 07/28/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		[redacted] STOPPED FOR OPERATING AFTER REVOCATION. HAS OCCUPATIONAL HOURS AND WITHIN THOSE HOURS. NO FURTHER ACTION TAKEN.
25-23473	15:44:59 07/28/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		VEHICLE WAS STOPPED FOR TINT VIOLATION, [redacted] DRIEFKE ID'D AS PASSENGER, DRIVER HANNA [redacted] DRIVER. WARNED FOR TINT. COOPERATIVE
25-23485	19:06:55 07/28/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		REPORT OF TRUCK TRAVELING APPROX 20 MPH POSTED SPEED LIMIT ON HWY 33. MADE CONTACT WITH [redacted] WHO ADVISED HE FELT SAFE DOING THIS SPEED. SPOKE ABOUT ISSUES WITH THIS AND LAW OF OBSTRUCTING TRAFFIC.
25-23500	22:15:37 07/28/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		[redacted] STOPPED FOR TINT. PASSENGER REFUSED TO ID. WARNED
25-23511	22:47:33 07/28/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		[redacted] STOPPED FOR REG LAMPS AND LOUD EXHAUST. WRITTEN WARNING FOR SAME.
25-23572	12:52:43 07/29/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		WARNED FOR EXPIRED REGISTRATION.
25-23609	20:58:18 07/29/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		TRAFFIC STOP FOR AUXILIARY LIGHT VIOLATIONS. WRITTEN WARNINGS SAME.
25-23620	22:34:58 07/29/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		STOPPED FOR PASSENGER HEADLIGHT OUT. WARNED FOR SAME & PROOF OF INSURANCE. CITED FOR FAILURE TO FASTEN SEATBELT.

Number	Time and Date	Nature	Location	Dsp	Summary
25-23642	04:11:46 07/30/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		OBSERVED VEHICLE STOP IN THE ROADWAY ON LAKE STREET/2ND STREET AFTER SEEING MY PATROL SQUAD. VEHICLE WENT NORTH ON SECOND STREET. A SHORT TIME LATER OBSERVED IT SOUTH ON 2ND STREET THEN STOP IN THE MIDDLE OF LAKE STREET AGAIN. TRAFFIC STOP FOR SUSPICIOUS ACTIVITY AND POSSIBLE WARRANT ON RO. OPERATER WAS PICKING UP A FRIEND ON LAKE. NOT REGISTERED OWNER WHO HAD A NEAR HIT WARRANT.
25-23684	12:51:00 07/30/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S FOR ER, WRITTEN WARNING FOR SAME. CITATION FOR PROOF.
25-23721	18:31:18 07/30/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		T/S NO PLATES. DRIVER HAD SIGNED TITLE FROM SATURDAY-- 1O DAY TO GET INSURANCE ON VEHICLE.
25-23845	13:59:19 07/31/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		TS SPEED / DRIVER DID NOT HAVE LICENSE ON HIS PERSON / VW FOR BOTH
25-23871	15:33:19 07/31/25	Traffic Stop	4P VILLAGE OF PARDEEVILLE		WARN NO PLATES

Total Incidents for This Officer: 47

Nature: Trespass

Number	Time and Date	Nature	Location	Dsp	Summary
25-22305	14:01:28 07/18/25	Trespass	4P VILLAGE OF PARDEEVILLE		POTENTIAL TRESPASS WITH NON RESIDENT USING WASTE SITE

Number	Time and Date	Nature	Location	Dsp	Summary
Total Incidents for This Officer: 1					

Nature: Unwanted

Number	Time and Date	Nature	Location	Dsp	Summary
25-22153	21:37:13 07/16/25	Unwanted	4P VILLAGE OF PARDEEVILLE		[redacted] FOUND [redacted] IN HER GARAGE UNKNOWN HOW LONG HE HAD BEEN THERE. [redacted] THEN WENT INTO THE BASEMENT OF THE HOME, RAN WHEN HE LEARNED LAW ENFORCEMENT WAS ENROUTE.
Total Incidents for This Officer: 1					

Nature: Utilities

Number	Time and Date	Nature	Location	Dsp	Summary
25-22606	15:23:36 07/21/25	Utilities	4P VILLAGE OF PARDEEVILLE		VILLAGE HALL CONTACTED ME ABOUT A LINE ACROSS ROAD ON HASKINS. STOOD BY WITH LIGHTS ON FOR TRAFFIC UNTIL THEY COULD RAISE THE CABLE LINE.
25-23695	14:38:59 07/30/25	Utilities	4P VILLAGE OF PARDEEVILLE		SEMI HIT LOW CABLE LINE. DPW ROLLED UP LINE AND PLACED IT NEXT TO HOUSE. HOME OWNER AWARE AND WILL CALL THEIR PROVIDER. NOTHING ELSE NEEDED.
Total Incidents for This Officer: 2					

Nature: Warrant

Number	Time and Date	Nature	Location	Dsp	Summary
25-23078	12:22:05 07/25/25	Warrant	4P VILLAGE OF PARDEEVILLE		WARRANT ATTEMPT FOR [redacted], NO CONTACT AT APT 3
25-23689	13:58:51 07/30/25	Warrant	4P VILLAGE OF		FTA MISD BJ / [redacted]

Number	Time and Date	Nature	Location	Dsp	Summary
			PARDEEVILLE		

Total Incidents for This Officer: 2

Nature: Welfare

Number	Time and Date	Nature	Location	Dsp	Summary
25-20837	00:44:38 07/05/25	Welfare	4P VILLAGE OF PARDEEVILLE		WELFARE CHECK ON [redacted], ALL WAS OKAY.
25-21310	11:03:08 07/09/25	Welfare	4P VILLAGE OF PARDEEVILLE		WELFARE CHECK ON [redacted] WHO DIDNT REPORT FOR WORK. CONTACT MADE ALL 10-2
25-21461	22:03:53 07/10/25	Welfare	4P VILLAGE OF PARDEEVILLE	CLO	WELFARE CHECK ON [redacted], GRABBED KNIFE AND WANTED TO GO FOR A DRIVE AS WELL AS RECENT COMMENTS OF SELF HARM DUE TO ONGOING MEDICAL ISSUES. SAFETY PLAN IN PLACE WITH NORTHWEST CONNECTIONS.
25-21773	13:53:47 07/13/25	Welfare	4P VILLAGE OF PARDEEVILLE		MADE CONTACT WITH [redacted] WHO ADVISED SHES OKAY AND DOESNT WANT TO TALK TO RP.
25-21980	09:17:45 07/15/25	Welfare	4P VILLAGE OF PARDEEVILLE		WELFARE CHECK ON JUVENILE, NO ODOR OF 961, INFO REPORT TO HHS
25-21999	13:49:34 07/15/25	Welfare	4P VILLAGE OF PARDEEVILLE		[redacted] LEFT THIS MORNING WITHOUT TAKING MEDICATIONS. [redacted] ASKED TO CHECK AROUND AREA TO TRY AND LOCATE STEVE. UNABLE TO LOCATE STEVE AT THIS POINT, NO IMMEDIATE SAFETY CONCERNS FOR STEVE'S WELLBEING. [redacted] BELIVES THAT [redacted] WAS GIVEN A RIDE DOWN TO THE MADISON AREA.

Number	Time and Date	Nature	Location	Dsp	Summary
25-22472	10:36:37 07/20/25	Welfare	4P VILLAGE OF PARDEEVILLE		HAS ISSUED SLEEPING SINCE BEING IN MILITARY. NEGATIVE K9 ALERT AND OK'D BY EMS.
25-23651	06:44:12 07/30/25	Welfare	4P VILLAGE OF PARDEEVILLE		CONCERNS REGARDING RECENT POSTS [redacted] HAS MADE ON HIS FACEBOOK AND VAGUE STATEMENTS OF WANTING TO "FIND A PLACE TO REST". PHONE CONTACGT MADE, DENIED BEING SUICIDAL, APPEARED CALM, AND DID NOT WANT TO TALK FURTHER. NO FURTHER ACTION TAKEN.

Total Incidents for This Officer: 8

Total Incidents for This Agency: 276

Total reported: 276

Report Includes:
All dates between `00:00:00 07/01/25` and `23:59:59 07/31/25`, All agencies matching `COSO`, All officers, All dispositions, All natures, All locations matching `4P`, All cities, All clearance codes, All observed offenses, All reported offenses, All offense codes, All Circumstance codes

DATE	Day Deputy	Hours	PM Deputy	Hours	Mid Deputy	Hours	Parking Deputy	Hours	OT Deputy	Hours	Drug Invest. (Case#)	Total Deputy Hours	Mutual Aid Case # (15 mins +)	Hours
Tuesday, July 1, 2025	3323	6.50												
Wednesday, July 2, 2025	3323	7.00	3348	12.00										
Thursday, July 3, 2025	3323	7.00	3348	12.00										
Friday, July 4, 2025	3323	7.00							5 DET	20.00				
Saturday, July 5, 2025									3320	13.00				
Sunday, July 6, 2025	3352	12.00							3323 (on 7/5)	14.50				
Monday, July 7, 2025	3323	4.50	3348	12.00										
Tuesday, July 8, 2025	3323	7.00	3348	12.00										
Wednesday, July 9, 2025	3323	7.00	3352	12.00										
Thursday, July 10, 2025	3323	7.00	3352	12.00										
Friday, July 11, 2025	3323	6.00	3348	12.00										
Saturday, July 12, 2025			3348	12.00										
Sunday, July 13, 2025			3348	12.00										
Monday, July 14, 2025			3352	12.00										
Tuesday, July 15, 2025	3323	7.00	3352	12.00										
Wednesday, July 16, 2025	3323	7.00	3348	12.00										
Thursday, July 17, 2025	3323	7.00	3348	10.00									25-22251	2.00
Friday, July 18, 2025	3323	7.00	3352	12.00										
Saturday, July 19, 2025			3352	12.00										
Sunday, July 20, 2025	3345	1.25	3352	7.00									25-22489	5.00
Monday, July 21, 2025			3348	12.00										
Tuesday, July 22, 2025			3348	12.00										
Wednesday, July 23, 2025	3345	0.50	3352	10.00									POPD COVERAGE	2.00
Thursday, July 24, 2025	3323	7.00	3352	8.00										
Friday, July 25, 2025	3323	7.00	3348	12.00										
Saturday, July 26, 2025			3348	12.00										
Sunday, July 27, 2025			3348	12.00										
Monday, July 28, 2025	3324	0.50	3352	12.00										
Tuesday, July 29, 2025	3345	0.50	3352	12.00										
Wednesday, July 30, 2025	3334	1.00	3348	12.00										
Thursday, July 31, 2025	3343	0.50	3342	8.00									25-23891	2.00
	Days Total	117.25	PM Total	307.00	Mids Total	0.00	Parking	0.00	OT Total	47.50	Invest. Total	0.00	Mutual	11.00

July 2025	Totals
Monthly Hours Goal (6036 hour per year divided by 12 months)	503
Regular Hours Worked	424.25
Overtime Hours Worked = 47.50 Multiplied by 1.5	71.25
Training Hours	24.00
Benefit Hours Used	52.00
Court Hours	0.00
Parking Enforcement	0.00

Mutual Aid Hours Subtracted	11.00
Number of Hours Above Schedule Time	57.50
Banked Hours From Previous Months	-78.44

Total Banked Contract Hours at End of Month	**-20.94**

Village of Pardeeville
114 Lake Street
Pardeeville, WI 53954
1-608/429-3121
FAX 1-608/429-3714

Public Works Report – August 2025

4th of July

- Parade
  - One issue with an entrance to the parade route being opened early. Has been discussed and will be addressed for future events.
- Park Events
  - Chandler Park was cleaned up very well after 4th of July festivities and is much appreciated by our staff.

Equipment

- Sweeper
  - Hydraulic line repair - $747.10
- Trucks
  - Bucket truck to Bell Ford for sway-bar repair. 8/6
  - Have Alliant on stand-by in case of emergency
- Weed Sprayer
  - Working to keep up with weeds. Have had multiple malfunctions/issues with sprayer system this year.

Projects

- Willow/Maple street signs installed.
- Continue water meter replacements.
  - Old software will be obsolete by 2028.
- Downtown Parking Stalls
  - Quote from ProLine East for $1,300
    - Removed Reflective Glass Beads from quote to save $570.00
    - Can be done on a Monday in August
- Playground Mulch
  - Approx. 120 yds. of certified “Playmat” needed
  - $3,000 - $3,300
- Schneider St.
  - Working with Joe and Columbia County to determine next steps
  - Drill/sample base layer 8/7
- Kwik Trip
  - Storm Sewer project complete to Village’s storm sewer main on E. Chestnut.
  - Closing Labor Day (9-1) @ 10:00 PM
  - Start demo of old store (9-4)

Upcoming

- National Night Out (8-5-25)
- Pardee in the Park (8-23-25)

Village of Pardeeville
114 Lake Street
Pardeeville, WI 53954
1-608/429-3121
FAX 1-608/429-3714

CLERK REPORT

July 31st, 2025

- Victoria Kimbro (Tori) started in the Deputy Clerk-Treasurer position on Monday, July 28th. We welcome Tori to the Village of Pardeeville Staff!
    - Cross training process has begun
    - Attending the Village Board meeting on August 6th.
- Completed/Submitted the AT-827 Alcohol, Cigarette, Tobacco, and Electronic Vaping Device License Reporting
- Temporary Class "B" Beer License for Pardee in the Park/Pardeeville Fire Protection District reviewed. Later in agenda for approval.
- July Utility Bills were mailed on Thursday, July 31st, 2025
    - Outside printing agency was used to print the bills and newsletter as our printer malfunctioned/severely jammed in the morning of Thursday, July 31st
    - Service Technician was unable to come until late in the day on Thursday, July 31st
        - Stated that the parts inside the printer were becoming very worn out
- Summer Quarterly Newsletter completed by Thursday, July 31st, 2025
    - Next Quarter's Fall Newsletter will go out in October utility billing
        - Items for in the newsletter will need to be submitted no later than Friday, October 24th, 2025, to be included.
- Attended Senior Center Commission July Meeting
- In Person Open Book sessions will be conducted Accurate Assessors Wednesday, August 13th and Thursday, August 14th 9:00 a.m. to 12:00 p.m. and 1:00 p.m. 4:30 p.m.
    - There is an Email Open Book option by visiting accurateassessor.com, click "Open Book Assistant," complete the form and select email response. An assessor will reply within two business days.
- Completed Clerk Institute Training by Zoom Video the week of July 14th to July 18th
    - Covered a broad range of topics from Election Training, Minutes, Public Records Requests, etc.
- A total of 34 hours and 10 minutes of phone time was logged.
- National Night Out Recap later in the agenda
- 22 Chandler Park Shelter Reservations in August

- Upcoming Special Events
    - Tuesday, August 5th**, Pardeeville National Night Out,** located at Chandler Park
    - Saturday, August 9th, **PABA Sidewalk Sales,** in Downtown Pardeeville
    - Saturday, August 23rd, **Pardee in the Park,** located at Chandler Park
    - Saturday, August 30th, **Pardeeville Community Car & Truck Show**, located at Chandler Park
    - Saturday, October 24th, **PABA Wine Walk**
    - Saturday, November 9th, **Holiday on The Lake**

Laramie Renner

Village Clerk

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
39500									
07/25	07/30/2025	39500	1527	US CELLULAR	0717754263	Cell Phone BILL	100-51-5142-390	99.08-	99.08-
07/25	07/30/2025	39500	1527	US CELLULAR	0717754263		601-53-9210-310	99.07-	99.07-
07/25	07/30/2025	39500	1527	US CELLULAR	0717754263		602-53-6810-310	99.07-	99.07-
07/25	07/30/2025	39500	1527	US CELLULAR	0717754263		603-53-8510-310	99.07-	99.07-
Total 39500:									396.29-
39628									
07/25	07/03/2025	39628	367	DEPARTMENT OF NATURAL RESOUR	C HARMON T	WASTEWATER OPERATOR CERTIFICA	602-53-6001-340	25.00-	25.00-
Total 39628:									25.00-
39676									
07/25	07/01/2025	39676	3646	DEAN DOCK & LIFT, LLC	30403	OASIS SWIM RAFT	100-55-5510-301	2,035.00-	2,035.00-
Total 39676:									2,035.00-
39706									
07/25	07/02/2025	39706	1289	ALLIANT ENERGY	8328810000 0	PURCHASED POWER	601-53-5450-000	169,105.20	169,105.20
07/25	07/02/2025	39706	1289	ALLIANT ENERGY	8328810000 0	SEPERATE M-RETS FROM PURCHAS	601-53-5450-000	62.53-	62.53-
07/25	07/02/2025	39706	1289	ALLIANT ENERGY	8328810000 0	M-RETS ANNUAL SUBSCRIPTION / VO	601-53-5450-000	62.53	62.53
Total 39706:									169,105.20
39707									
07/25	07/02/2025	39707	42	BAKER & TAYLOR	2039138298	BOOKS - LIBRARY	100-55-5511-340	35.75	35.75
07/25	07/02/2025	39707	42	BAKER & TAYLOR	2039157128	BOOKS - LIBRARY	100-55-5511-340	18.79	18.79
Total 39707:									54.54
39708									
07/25	07/02/2025	39708	2344	CENGAGE LEARNING	999100551101	BOOKS/LIBRARY MATERIALS	100-55-5511-340	59.85	59.85
Total 39708:									59.85

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
39709									
07/25	07/02/2025	39709	3429	CHARTER COMMUNICATIONS	000901106202	INTERNET CHARGES	100-51-5142-390	56.24	56.24
07/25	07/02/2025	39709	3429	CHARTER COMMUNICATIONS	000901106202	INTERNET CHARGES	100-52-5210-310	18.75	18.75
07/25	07/02/2025	39709	3429	CHARTER COMMUNICATIONS	000901106202	INTERNET CHARGES	601-53-9210-310	37.49	37.49
07/25	07/02/2025	39709	3429	CHARTER COMMUNICATIONS	000901106202	INTERNET CHARGES	602-53-6810-310	37.49	37.49
07/25	07/02/2025	39709	3429	CHARTER COMMUNICATIONS	000901106202	INTERNET CHARGES	603-53-8510-310	37.50	37.50
07/25	07/02/2025	39709	3429	CHARTER COMMUNICATIONS	001308806252	senior center phone line	100-51-5140-420	45.28	45.28
07/25	07/02/2025	39709	3429	CHARTER COMMUNICATIONS	001446606202	senior center internet	100-51-5140-420	120.27	120.27
Total 39709:									353.02
39710									
07/25	07/02/2025	39710	2209	CINTAS CORP#446	4233886828	Weekly Uniforms/Mats	100-51-5160-350	38.35	38.35
07/25	07/02/2025	39710	2209	CINTAS CORP#446	4233886828	BEAU	100-53-5324-390	29.60	29.60
07/25	07/02/2025	39710	2209	CINTAS CORP#446	4233886828	JOSH	100-53-5324-390	19.16	19.16
07/25	07/02/2025	39710	2209	CINTAS CORP#446	4233886828	PAUL	601-53-9030-340	18.78	18.78
Total 39710:									105.89
39711									
07/25	07/02/2025	39711	2170	CORE & MAIN	X188471	7'0 MP CURB BOX 2-BASE	602-53-6552-000	75.37	75.37
07/25	07/02/2025	39711	2170	CORE & MAIN	X188471	48 CB STATIONARY ROD SS	602-53-6552-000	40.95	40.95
07/25	07/02/2025	39711	2170	CORE & MAIN	X188471	2X1-1/2 BLK MI BUSH	602-53-6552-000	5.60	5.60
07/25	07/02/2025	39711	2170	CORE & MAIN	X188471	FREIGHT	602-53-6552-000	32.47	32.47
Total 39711:									154.39
39712									
07/25	07/02/2025	39712	1247	CT LABORATORIES	196233	WATER testing	603-53-8270-340	293.00	293.00
07/25	07/02/2025	39712	1247	CT LABORATORIES	196368	WATER testing	603-53-8270-340	40.00	40.00
Total 39712:									333.00
39713									
07/25	07/02/2025	39713	2109	DAVIS CONSTRUCTION	23537	3 BALES OF STRAW	100-53-5323-390	30.00	30.00
07/25	07/02/2025	39713	2109	DAVIS CONSTRUCTION	23537	CORRECT ENTRY FOR INVOICE #235	100-53-5323-390	30.00-	30.00-
07/25	07/02/2025	39713	2109	DAVIS CONSTRUCTION	23537	5 BALES OF STRAW	100-53-5323-390	50.00	50.00
Total 39713:									50.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
39714									
07/25	07/02/2025	39714	3490	Dianna Dallman	0028	ADULT PROGRAMMING	100-55-5511-394	240.00	240.00
Total 39714:									240.00
39715									
07/25	07/02/2025	39715	1776	FRIENDS OF THE KILBOURN LIBRAR	6.19.25 INVOI	BOOK/LIBRARY MATERIALS	100-55-5511-340	335.00	335.00
Total 39715:									335.00
39716									
07/25	07/02/2025	39716	3628	MCMAHON ASSOCIATES, INC.	00400978	EMS MANAGEMENT	100-53-5310-211	10,401.05	10,401.05
Total 39716:									10,401.05
39717									
07/25	07/02/2025	39717	2002	MITZI MANTHEY	06.30.25 ADU	ADULT PROGRAMMING	100-55-5511-394	59.80	59.80
Total 39717:									59.80
39718									
07/25	07/02/2025	39718	1298	MSA PROFESSIONAL SERVICES INC.	017612	GIS PROJECTS	100-51-5140-250	175.00	175.00
Total 39718:									175.00
39719									
07/25	07/02/2025	39719	3578	JOANNA ERSLAND	REFUND SHE	REFUND SHELTER FEES	100-46-4676-000	32.50	32.50
Total 39719:									32.50
39720									
07/25	07/02/2025	39720	293	PARDEEVILLE ELECTRIC COMM	JUNE 2025 BI	UTILITY BILLS - WELLS/TOWERS/LIFT	602-53-6200-000	755.78	755.78
07/25	07/02/2025	39720	293	PARDEEVILLE ELECTRIC COMM	JUNE 2025 BI	UTILITY BILLS - WELLS/TOWERS/LIFT	603-53-8210-000	2,529.33	2,529.33
Total 39720:									3,285.11
39721									
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	Village HALL	100-51-5160-340	463.85	463.85
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	POLICE	100-52-5210-310	81.42	81.42
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	SENIOR CENTER EXPENSES	603-53-8270-340	68.58	68.58

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	SeNIOR CENTER	100-51-5140-420	68.58	68.58
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	SeNIOR CENTER	601-53-5695-340	68.58	68.58
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	SeNIOR CENTER	602-53-6000-350	68.58	68.58
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	STREET LIGHTS	100-53-5342-340	2,130.45	2,130.45
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	Village Garage	100-51-5161-340	85.22	85.22
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	Village Garage	601-53-5695-340	156.03	156.03
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	Village Garage	602-53-6000-350	156.03	156.03
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	Village Garage	603-53-8270-340	156.03	156.03
07/25	07/02/2025	39721	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 BI	Parks - Operating	100-55-5520-340	895.47	895.47
Total 39721:									4,398.82
39722									
07/25	07/02/2025	39722	89	QUILL CORP	44527483	OFFICE SUPPLIES	100-51-5140-325	315.30	315.30
Total 39722:									315.30
39723									
07/25	07/02/2025	39723	31	RHYME SUPPLY COMPANY INC	39478825	LIBRARY CONTRACTED SERVICES	100-55-5511-291	269.10	269.10
Total 39723:									269.10
39724									
07/25	07/02/2025	39724	1520	THE O'BRION AGENCY, LLC	97469	ENVELOPES	100-51-5142-310	603.00	603.00
Total 39724:									603.00
39725									
07/25	07/02/2025	39725	1527	US CELLULAR	0737207620	Cell Phone BILL	100-51-5142-390	99.08	99.08
07/25	07/02/2025	39725	1527	US CELLULAR	0737207620	Cell Phone BILL	601-53-9210-310	99.07	99.07
07/25	07/02/2025	39725	1527	US CELLULAR	0737207620	Cell Phone BILL	602-53-6810-310	99.07	99.07
07/25	07/02/2025	39725	1527	US CELLULAR	0737207620	Cell Phone BILL	603-53-8510-310	99.07	99.07
Total 39725:									396.29
39726									
07/25	07/02/2025	39726	201	USA BLUE BOOK	INV00738091	AccuVac Ampules	603-53-8270-340	207.33	207.33
Total 39726:									207.33

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
39727									
07/25	07/02/2025	39727	981	UTILITY SALES & SERVICE INC.	0078735-IN	ANNUAL INSPECTIONS	601-53-9335-340	1,250.79	1,250.79
07/25	07/02/2025	39727	981	UTILITY SALES & SERVICE INC.	0078736-IN	ANNUAL INSPECTIONS	601-53-9335-340	1,192.91	1,192.91
Total 39727:									2,443.70
39728									
07/25	07/02/2025	39728	396	WAL-MART COMMUNITY	1663319318	adult programming	100-55-5511-394	20.41	20.41
07/25	07/02/2025	39728	396	WAL-MART COMMUNITY	1663319318	CHILDRENS PROGRAMMING	100-55-5511-395	52.07	52.07
07/25	07/02/2025	39728	396	WAL-MART COMMUNITY	1663319318	BOOKS/LIBRARY MATERIALS	100-55-5511-340	149.72	149.72
Total 39728:									222.20
39729									
07/25	07/02/2025	39729	3416	AUTO VALUE PARDEEVILLE	705038680	BATTERY	100-53-5324-390	72.99	72.99
07/25	07/02/2025	39729	3416	AUTO VALUE PARDEEVILLE	705038680	CORE RETURN	100-53-5324-390	10.00-	10.00-
07/25	07/02/2025	39729	3416	AUTO VALUE PARDEEVILLE	705038850	14.1OZ FULL SYN GRAY	100-53-5330-390	6.99	6.99
07/25	07/02/2025	39729	3416	AUTO VALUE PARDEEVILLE	705038850	VALVE CORE, SKIN PK	603-53-8270-000	3.49	3.49
07/25	07/02/2025	39729	3416	AUTO VALUE PARDEEVILLE	705038850	PTFE TAPE	603-53-8270-000	1.69	1.69
Total 39729:									75.16
39730									
07/25	07/02/2025	39730	2209	CINTAS CORP#446	4231724313	Weekly Uniforms/Mats	100-51-5160-350	38.35	38.35
07/25	07/02/2025	39730	2209	CINTAS CORP#446	4231724313	BEAU	100-53-5324-390	26.05	26.05
07/25	07/02/2025	39730	2209	CINTAS CORP#446	4231724313	JOSH	100-53-5324-390	18.83	18.83
07/25	07/02/2025	39730	2209	CINTAS CORP#446	4231724313	PAUL	601-53-9030-340	19.17	19.17
Total 39730:									102.40
39731									
07/25	07/02/2025	39731	2109	DAVIS CONSTRUCTION	INV-0006	PATCHES ON JUSTICE STREET	100-53-5330-350	3,040.00	3,040.00
07/25	07/02/2025	39731	2109	DAVIS CONSTRUCTION	INV-0006	PATCHES BY 212 BREEZY STREET	100-53-5330-350	1,120.00	1,120.00
Total 39731:									4,160.00
39732									
07/25	07/02/2025	39732	3646	DEANO DOCK & LIFT, LLC	30403	OASIS SWIM RAFT	100-55-5510-301	2,035.00	2,035.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 39732:									2,035.00
39733									
07/25	07/02/2025	39733	2990	ROSS MANTHEY	2024-2025 DE	WWTP CLEAN CELLS	603-53-8330-350	400.00	400.00
Total 39733:									400.00
39734									
07/25	07/09/2025	39734	3414	ADAMS COLUMBIA ELECTRIC COOP	12514	310 SOUTH MAIN REPAIR OUTSIDE C	601-53-9230-000	5,944.07	5,944.07
Total 39734:									5,944.07
39735									
07/25	07/09/2025	39735	3582	AUSTEN FREDERICKSON	MILEAGE 06.2	MILEAGE - PUBLIC WORKS DIRECTO	100-51-5141-130	32.20	32.20
Total 39735:									32.20
39736									
07/25	07/09/2025	39736	26	BLIFFERT LUMBER & FUEL CO.	2506-804957	KWIK TRIP - SECONDARY TRANSFOR	601-53-9030-340	49.80	49.80
Total 39736:									49.80
39737									
07/25	07/09/2025	39737	3429	CHARTER COMMUNICATIONS	000899706292	INTERNET/PHONE GARAGE SPECTR	100-51-5160-340	201.21	201.21
Total 39737:									201.21
39738									
07/25	07/09/2025	39738	2209	CINTAS CORP#446	4234602346	Weekly Uniforms/Mats	100-51-5160-350	38.35	38.35
07/25	07/09/2025	39738	2209	CINTAS CORP#446	4234602346	BEAU	100-53-5324-390	29.60	29.60
07/25	07/09/2025	39738	2209	CINTAS CORP#446	4234602346	JOSH	100-53-5324-390	19.16	19.16
07/25	07/09/2025	39738	2209	CINTAS CORP#446	4234602346	PAUL	601-53-9030-340	18.78	18.78
Total 39738:									105.89
39739									
07/25	07/09/2025	39739	1247	CT LABORATORIES	196419	WATER testing	603-53-8270-340	116.00	116.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 39739:									116.00
39740									
07/25	07/09/2025	39740	13	FRONTIER	262159008503	Public utilties	603-53-8510-310	200.68	200.68
07/25	07/09/2025	39740	13	FRONTIER	262159008503	Village	100-51-5142-390	200.67	200.67
Total 39740:									401.35
39741									
07/25	07/09/2025	39741	3472	JAMS PAINTING LLC	406	SENIOR CENTER GAZEBO WASHING	100-53-5371-340	1,985.00	1,985.00
Total 39741:									1,985.00
39742									
07/25	07/09/2025	39742	3578	NORMA KIEFER	06.23.2025 U	REFUND OF UTILITY CHARGES ACCO	100-111102	464.52	464.52
Total 39742:									464.52
39743									
07/25	07/09/2025	39743	3649	REIS, JULIE	CIVIC2025REI	CIVIC SYMPOSIUM REIMBURSEMENT	100-51-5142-330	270.00	270.00
07/25	07/09/2025	39743	3649	REIS, JULIE	MTAW2025RE	REIMBURSEMENT FOR MTAW CONFE	100-51-5142-330	557.60	557.60
Total 39743:									827.60
39744									
07/25	07/09/2025	39744	315	RESCO	3077903	TERM QT - II KIT 15KV 2SOL W/PIGTAI	601-53-5695-340	584.58	584.58
07/25	07/09/2025	39744	315	RESCO	3078362	ARRESTER	601-53-5695-340	374.40	374.40
Total 39744:									958.98
39745									
07/25	07/09/2025	39745	2188	ROY C. WHITE	7.6.2025	CONTRACTED SERVICES	602-53-8520-000	787.25	787.25
Total 39745:									787.25
39746									
07/25	07/09/2025	39746	2062	SPM PEST MANAGEMENT	62071	PEST CONTROL	100-51-5160-350	60.00	60.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 39746:									60.00
39747									
07/25	07/09/2025	39747	3572	TOMMY'S SMALL ENGINE	002319	LAWNMOWER PARTS	100-53-5324-390	176.93	176.93
Total 39747:									176.93
39748									
07/25	07/17/2025	39748	462	Amazon Capital Services, Inc	1QWQ-LFTQ-	OFFICE SUPPLIES-LIBRARY	100-55-5511-310	499.00	499.00
07/25	07/17/2025	39748	462	Amazon Capital Services, Inc	1QWQ-LFTQ-	BOOKS AND MATERIALS - LIBRARY	100-55-5511-340	433.37	433.37
07/25	07/17/2025	39748	462	Amazon Capital Services, Inc	1QWQ-LFTQ-	ADULT PROGRAMMING - LIBRARY	100-55-5511-394	174.38	174.38
07/25	07/17/2025	39748	462	Amazon Capital Services, Inc	1QWQ-LFTQ-	CHILDREN PROGRAMMING - LIBRARY	100-55-5511-395	370.39	370.39
Total 39748:									1,477.14
39749									
07/25	07/17/2025	39749	3545	BankFirst	4020 - JUNE 2	POSTAGE AND PHONE - LIBRARY	100-55-5511-311	64.24	64.24
07/25	07/17/2025	39749	3545	BankFirst	4020 - JUNE 2	BOOKS AND MATERIALS - LIBRARY	100-55-5511-340	49.90	49.90
07/25	07/17/2025	39749	3545	BankFirst	4020 - JUNE 2	CHILDRENS PROGRAMMING - LIBRAR	100-55-5511-395	15.14	15.14
07/25	07/17/2025	39749	3545	BankFirst	4020 - JUNE 2	EDUCATION - LIBRARY	100-55-5511-120	300.00	300.00
07/25	07/17/2025	39749	3545	BankFirst	4020 - JUNE 2	PREVIOUS BALANCE - LIBRARY	100-55-5511-290	53.52	53.52
Total 39749:									482.80
39750									
07/25	07/17/2025	39750	50	DEMCO INC	7662890	BOOKS AND MATERIALS - LIBRARY	100-55-5511-340	234.57	234.57
Total 39750:									234.57
39751									
07/25	07/17/2025	39751	3593	Erin Walton	JUNE 2025	ADULT PROGRAMMING - LIBRARY	100-55-5511-394	150.00	150.00
Total 39751:									150.00
39752									
07/25	07/17/2025	39752	13	FRONTIER	608-429-2354-	PHONE AND FAX - LIBRARY	100-55-5511-311	203.92	203.92
Total 39752:									203.92

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
39753									
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	0012100000 7.	NON-RESIDENTIAL GAS SERVICE	602-53-6400-000	7.58	7.58
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	0012100000 7.	NON-RESIDENTIAL GAS SERVICE	603-53-8270-000	7.59	7.59
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	2945040000 7.	NON-RESIDENTIAL GAS SERVICE	100-51-5160-340	5.93	5.93
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	2945040000 7.	NON-RESIDENTIAL GAS SERVICE	100-51-5161-340	5.93	5.93
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	2945040000 7.	NON-RESIDENTIAL GAS SERVICE	601-53-9305-340	5.92	5.92
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	2945040000 7.	NON-RESIDENTIAL GAS SERVICE	602-53-6400-000	5.92	5.92
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	2945040000 7.	NON-RESIDENTIAL GAS SERVICE	603-53-8270-000	5.92	5.92
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	4969330000 7.	NON-RESIDENTIAL GAS SERVICE	201-54-5400-036	35.87	35.87
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	6976230000 7.	NON-RESIDENTIAL GAS SERVICE	602-53-6400-000	7.59	7.59
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	6976230000 7.	NON-RESIDENTIAL GAS SERVICE	603-53-8270-000	7.58	7.58
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	8061750000 7.	NON-RESIDENTIAL GAS SERVICE	602-53-6400-000	17.07	17.07
07/25	07/18/2025	39753	1289	ALLIANT ENERGY	8061750000 7.	NON-RESIDENTIAL GAS SERVICE	603-53-8270-000	17.07	17.07
Total 39753:									129.97
39754									
07/25	07/18/2025	39754	3445	Aspirus Medical Group, Inc.	144953	DRUG TEST FOR NEW HIRE	100-53-5310-390	72.50	72.50
Total 39754:									72.50
39755									
07/25	07/18/2025	39755	3582	AUSTEN FREDERICKSON	CELL PHONE	APRIL 2025 CELL PHONE REIMBURSE	100-51-5141-390	15.00	15.00
07/25	07/18/2025	39755	3582	AUSTEN FREDERICKSON	CELL PHONE	APRIL 2025 CELL PHONE REIMBURSE	100-51-5142-999	15.00	15.00
07/25	07/18/2025	39755	3582	AUSTEN FREDERICKSON	CELL PHONE	MAY 2025 CELL PHONE REIMBURSEM	100-51-5141-390	15.00	15.00
07/25	07/18/2025	39755	3582	AUSTEN FREDERICKSON	CELL PHONE	MAY 2025 CELL PHONE REIMBURSEM	100-51-5142-999	15.00	15.00
07/25	07/18/2025	39755	3582	AUSTEN FREDERICKSON	CELL PHONE	JUNE 2025 CELL PHONE REIMBURSE	100-51-5141-390	15.00	15.00
07/25	07/18/2025	39755	3582	AUSTEN FREDERICKSON	CELL PHONE	JUNE 2025 CELL PHONE REIMBURSE	100-51-5142-999	15.00	15.00
07/25	07/18/2025	39755	3582	AUSTEN FREDERICKSON	CELL PHONE	JULY 1-18 2025 CELL PHONE REIMBU	100-51-5141-390	9.00	9.00
07/25	07/18/2025	39755	3582	AUSTEN FREDERICKSON	CELL PHONE	JULY 1-18 2025 CELL PHONE REIMBU	100-51-5142-999	9.00	9.00
Total 39755:									108.00
39756									
07/25	07/18/2025	39756	3635	BADGER WELDING SUPPLIES INC	3890920	CYLINDER RENTAL - OXYGEN	201-54-5400-001	18.00	18.00
Total 39756:									18.00
39757									
07/25	07/18/2025	39757	3545	BankFirst	6975 - JUNE 2	RETURN WEED SPRAYER PUMP	100-53-5324-390	149.99-	149.99-

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
07/25	07/18/2025	39757	3545	BankFirst	6975 - JUNE 2	JOB POSTING INDEED - DEPUTY CLE	100-51-5144-390	344.80	344.80
07/25	07/18/2025	39757	3545	BankFirst	6975 - JUNE 2	UW GB CLERK INSTITUTE 1ST YEAR -	100-51-5143-330	499.00	499.00
07/25	07/18/2025	39757	3545	BankFirst	6975 - JUNE 2	WEED SPRAYER PUMP AND FITTINGS	100-53-5324-390	169.98	169.98
07/25	07/18/2025	39757	3545	BankFirst	6975 - JUNE 2	WEED SPRAYER PUMP AND FITTINGS	100-53-5324-390	159.98	159.98
07/25	07/18/2025	39757	3545	BankFirst	6975 - JUNE 2	CERTIFIED MAIL - R LYNN	100-51-5141-390	23.58	23.58
07/25	07/18/2025	39757	3545	BankFirst	6975 - JUNE 2	SAMS RENEWAL	100-51-5110-153	398.40	398.40
07/25	07/18/2025	39757	3545	BankFirst	7015 - JUNE 2	AROL TECHNOLOGIES INC	100-53-5330-390	21.09	21.09
Total 39757:									1,466.84
39758									
07/25	07/18/2025	39758	3607	BEAU ZEIHEN	MAY - JUNE 2	MAY - JUNE 2025 CELL PHONE REIMB	100-51-5142-999	90.00	90.00
Total 39758:									90.00
39759									
07/25	07/18/2025	39759	26	BLIFFERT LUMBER & FUEL CO.	2507-819697	PUBLIC WORKS SUPPLIES	100-53-5323-390	90.94	90.94
Total 39759:									90.94
39760									
07/25	07/18/2025	39760	26	BLIFFERT LUMBER & FUEL CO	2507-823402	YELLOW AND WHITE TRAFFIC PAINT	100-53-5330-330	1,549.90	1,549.90
Total 39760:									1,549.90
39761									
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4235210400	Weekly Uniforms/Mats	100-51-5160-350	38.35	38.35
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4235210400	BEAU	100-53-5324-390	29.60	29.60
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4235210400	JOSH	100-53-5324-390	19.16	19.16
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4235210400	PAUL	601-53-9030-340	18.78	18.78
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4236053706	Weekly Uniforms/Mats	100-51-5160-350	38.35	38.35
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4236053706	BEAU	100-53-5324-390	29.60	29.60
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4236053706	JOSH	100-53-5324-390	19.16	19.16
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4236053706	PAUL	601-53-9030-340	18.78	18.78
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4236806910	MATS	100-51-5160-350	30.64	30.64
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4236806910	BEAU - CLOTHING	100-53-5311-190	29.61	29.61
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4236806910	JOSH - CLOTHING	100-53-5311-190	19.17	19.17
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4236806910	PAUL - CLOTHING	601-53-5311-190	18.77	18.77
07/25	07/18/2025	39761	2209	CINTAS CORP#446	4236806910	SHOP TOWELS	100-53-5323-390	7.70	7.70
07/25	07/18/2025	39761	2209	CINTAS CORP#446	9323463210	AED Agreement - Reviver	100-57-5752-806	236.00	236.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 39761:									553.67
39762									
07/25	07/18/2025	39762	539	COLUMBIA COUNTY ACCOUNTING OF	2025-001	RIVER GAUGE	100-53-5344-390	120.13	120.13
07/25	07/18/2025	39762	539	COLUMBIA COUNTY ACCOUNTING OF	PC-P251	SHERIFF CONTRACTED SERVICES	100-52-5210-270	35,234.82	35,234.82
Total 39762:									35,354.95
39763									
07/25	07/18/2025	39763	550	COLUMBIA COUNTY SOLID WASTE	45179	GARBAGE PICKUP	100-53-5363-280	8,888.20	8,888.20
07/25	07/18/2025	39763	550	COLUMBIA COUNTY SOLID WASTE	45179	RECYCLING	100-53-5363-282	3,157.00	3,157.00
07/25	07/18/2025	39763	550	COLUMBIA COUNTY SOLID WASTE	45179	DISPOSAL BULBS-FLUORESCENT OT	100-53-5365-282	42.00	42.00
Total 39763:									12,087.20
39764									
07/25	07/18/2025	39764	3598	COLUMN SOFTWARE PBC	57456CCE-00	LEGAL NOTICE	100-51-5142-360	64.97	64.97
07/25	07/18/2025	39764	3598	COLUMN SOFTWARE PBC	FHYUXJYL-00	LEGAL NOTICE	100-51-5142-360	27.94	27.94
Total 39764:									92.91
39765									
07/25	07/18/2025	39765	1247	CT LABORATORIES	193871	WATER testing	603-53-8270-340	100.00	100.00
07/25	07/18/2025	39765	1247	CT LABORATORIES	196046	WATER testing	603-53-8270-340	116.00	116.00
07/25	07/18/2025	39765	1247	CT LABORATORIES	196367	WATER testing	603-53-8270-340	25.00	25.00
07/25	07/18/2025	39765	1247	CT LABORATORIES	196605	WATER TESTING	603-53-8270-340	116.00	116.00
07/25	07/18/2025	39765	1247	CT LABORATORIES	196781	WATER TESTING	603-53-8270-340	116.00	116.00
Total 39765:									473.00
39766									
07/25	07/18/2025	39766	13	FRONTIER	608-429-1525-	VILLAGE INTERNET	100-51-5142-390	113.28	113.28
07/25	07/18/2025	39766	13	FRONTIER	608-429-4815-	WWTP INTERNET	603-53-8510-310	104.99	104.99
Total 39766:									218.27
39767									
07/25	07/18/2025	39767	245	GENERAL ENGINEERING CO INC.	I11-171 INSP-	MONTHLY INSPECTION FEES	100-52-5240-250	1,210.00	1,210.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 39767:									1,210.00
39768									
07/25	07/18/2025	39768	3647	GFL ENVIROMENTAL	UN000000335	CHANDLER PARK PORTAPOTTIES	100-55-5510-301	346.50	346.50
Total 39768:									346.50
39769									
07/25	07/18/2025	39769	3648	GLS UTILITY, LLC	17271	UTILITY LOCATING SERVICES	100-53-5315-250	624.63	624.63
07/25	07/18/2025	39769	3648	GLS UTILITY, LLC	17271		601-53-9230-000	624.63	624.63
07/25	07/18/2025	39769	3648	GLS UTILITY, LLC	17271		602-53-8520-000	624.63	624.63
07/25	07/18/2025	39769	3648	GLS UTILITY, LLC	17271		603-53-8520-000	624.61	624.61
Total 39769:									2,498.50
39770									
07/25	07/18/2025	39770	3650	HARMON, CHRISTOPHER	MAY - JUNE 2	MAY - JUNE 2025 CELL PHONE REIMB	100-51-5142-999	60.00	60.00
Total 39770:									60.00
39771									
07/25	07/18/2025	39771	2238	J & R UNDERGROUND	41443	KWIK TRIP - JUNCTION BOX TO TRAN	601-53-9230-000	1,440.00	1,440.00
Total 39771:									1,440.00
39772									
07/25	07/18/2025	39772	3591	JOSH CROSS	APRIL - JUNE	APRIL - JUNE 2025 CELL PHONE REIM	100-51-5142-999	90.00	90.00
07/25	07/18/2025	39772	3591	JOSH CROSS	JULY 2025 MI	WRWA TRAINING - MILEAGE	602-53-6005-120	159.60	159.60
07/25	07/18/2025	39772	3591	JOSH CROSS	JULY 2025 MI	WRWA TRAINING - MILEAGE	603-53-4050-330	159.60	159.60
Total 39772:									409.20
39773									
07/25	07/18/2025	39773	1298	MSA PROFESSIONAL SERVICES INC.	017941	GIS MAINTENANCE	100-51-5140-250	257.66	257.66
Total 39773:									257.66
39774									
07/25	07/18/2025	39774	2375	POWER SYSTEM ENGINEERING INC.	9059439	SUBSTATION CA APPLICATION	601-57-9338-546	2,340.00	2,340.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 39774:									2,340.00
39775									
07/25	07/18/2025	39775	2368	QUADIENT LEASING	Q1926631	POSTAGE MACHINE LEASE	100-51-5160-340	174.30	174.30
07/25	07/18/2025	39775	2368	QUADIENT LEASING	Q1926631	POSTAGE MACHINE LEASE	601-53-9210-310	174.31	174.31
07/25	07/18/2025	39775	2368	QUADIENT LEASING	Q1926631	POSTAGE MACHINE LEASE	602-53-6810-310	174.31	174.31
07/25	07/18/2025	39775	2368	QUADIENT LEASING	Q1926631	POSTAGE MACHINE LEASE	603-53-8510-310	174.31	174.31
Total 39775:									697.23
39776									
07/25	07/18/2025	39776	315	RESCO	3078887	TERM QT- II 1/0 15KV .637-1.12	601-53-5695-340	584.58	584.58
Total 39776:									584.58
39777									
07/25	07/18/2025	39777	31	RHYME SUPPLY COMPANY INC	AR847015	CONTRACT FOR COPY MACHINE	100-51-5142-390	1,336.00	1,336.00
Total 39777:									1,336.00
39778									
07/25	07/18/2025	39778	3625	Rio Community Fire Association	RIO25-013	EMS Responsees - Pardeeville EMS Co	100-52-5230-000	14,000.00	14,000.00
Total 39778:									14,000.00
39779									
07/25	07/18/2025	39779	1479	SEERA	PUB BENEFIT	PUBLIC BENEFIT FEES - NOVEMBER	601-253000	910.49	910.49
07/25	07/18/2025	39779	1479	SEERA	PUB BENEFIT	PUBLIC BENEFIT FEES - DECEMBER	601-253000	615.10	615.10
07/25	07/18/2025	39779	1479	SEERA	PUB BENEFIT	PUBLIC BENEFIT FEES - JANUARY 20	601-253000	1,070.27	1,070.27
07/25	07/18/2025	39779	1479	SEERA	PUB BENEFIT	PUBLIC BENEFIT FEES - FEBRUARY 2	601-253000	685.33	685.33
07/25	07/18/2025	39779	1479	SEERA	PUB BENEFIT	PUBLIC BENEFIT FEES - MARCH 2025	601-253000	801.74	801.74
07/25	07/18/2025	39779	1479	SEERA	PUB BENEFIT	PUBLIC BENEFIT FEES - APRIL 2025	601-253000	647.68	647.68
07/25	07/18/2025	39779	1479	SEERA	PUB BENEFIT	PUBLIC BENEFIT FEES - MAY 2025	601-253000	619.76	619.76
07/25	07/18/2025	39779	1479	SEERA	PUB BENEFIT	PUBLIC BENEFIT FEES - JUNE 2025	601-253000	808.77	808.77
Total 39779:									6,159.14
39780									
07/25	07/18/2025	39780	3623	Terra Engineering & Construction	06.16.2025	2579 - PARDEEVILLE DAM SHEET PILI	100-57-5753-850	55,829.57	55,829.57

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 39780:									55,829.57
39781									
07/25	07/18/2025	39781	135	WISCONSIN DEPT OF JUSTICE	JUNE 2025	BACKGROUND CHECKS	100-51-5142-390	210.00	210.00
Total 39781:									210.00
39782									
07/25	07/18/2025	39782	336	WISCONSIN RURAL WATER ASSC. IN	2025 OUTDO	ROY WHITE - VILLAGE OF PARDEEVIL	603-53-8203-340	110.00	110.00
Total 39782:									110.00
39783									
07/25	07/18/2025	39783	3525	Zielie's Tree Service, Inc.	20251054	TREE REMOVAL OFF LINES - REBILL	601-53-9230-000	1,268.00	1,268.00
07/25	07/18/2025	39783	3525	Zielie's Tree Service, Inc.	20251054	TREE REMOVAL OFF LINES - REBILL	601-53-9230-000	1,268.00	1,268.00
Total 39783:									2,536.00
39784									
07/25	07/24/2025	39784	3414	ADAMS COLUMBIA ELECTRIC COOP	12621	ELECTRIC LINE WORK - JUNE 2025	601-53-9230-000	3,194.20	3,194.20
Total 39784:									3,194.20
39785									
07/25	07/24/2025	39785	1289	ALLIANT ENERGY	2032300000 7.	NON-RESIDENTIAL GAS SERVICE	100-51-5160-340	3.13	3.13
07/25	07/24/2025	39785	1289	ALLIANT ENERGY	2032300000 7.	NON-RESIDENTIAL GAS SERVICE	100-51-5161-340	3.13	3.13
07/25	07/24/2025	39785	1289	ALLIANT ENERGY	2032300000 7.	NON-RESIDENTIAL GAS SERVICE	601-53-9305-340	3.13	3.13
07/25	07/24/2025	39785	1289	ALLIANT ENERGY	2032300000 7.	NON-RESIDENTIAL GAS SERVICE	602-53-6400-000	3.13	3.13
07/25	07/24/2025	39785	1289	ALLIANT ENERGY	2032300000 7.	NON-RESIDENTIAL GAS SERVICE	603-53-8270-000	3.13	3.13
07/25	07/24/2025	39785	1289	ALLIANT ENERGY	3706820000 7.	NON-RESIDENTIAL GAS SERVICE	602-53-6400-000	7.82	7.82
07/25	07/24/2025	39785	1289	ALLIANT ENERGY	3706820000 7.	NON-RESIDENTIAL GAS SERVICE	603-53-8270-000	7.83	7.83
07/25	07/24/2025	39785	1289	ALLIANT ENERGY	6569383804 7.	LABOR & FLEET - JUNE 24, 2025	601-53-9230-000	565.00	565.00
07/25	07/24/2025	39785	1289	ALLIANT ENERGY	6911200768 7.	NON-RESIDENTIAL GAS SERVICE	100-51-5140-420	30.55	30.55
07/25	07/24/2025	39785	1289	ALLIANT ENERGY	8328810000 7.	PURCHASED POWER	601-53-5450-000	210,953.34	210,953.34
Total 39785:									211,580.19
39786									
07/25	07/24/2025	39786	3653	BADGER MINING CORPORATION	1820579	SAND - CHANDLER PARK - DONATION	100-55-5510-301	400.00	400.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
	Total 39786:								400.00
39787									
07/25	07/24/2025	39787	26	BLIFFERT LUMBER & FUEL CO	2507-854366	LUMBER FOR STREET PAINTING OUT	100-53-5330-330	35.72	35.72
	Total 39787:								35.72
39788									
07/25	07/24/2025	39788	103	BOARDMAN & CLARK LLP	304198	GENERAL MATTERS	100-51-5110-220	300.00	300.00
07/25	07/24/2025	39788	103	BOARDMAN & CLARK LLP	304198	MUNICIPAL PROSECUTIONS	100-52-5210-220	750.00	750.00
07/25	07/24/2025	39788	103	BOARDMAN & CLARK LLP	304198	FIRE PROTECTION DISTRICT	100-51-5110-220	375.00	375.00
07/25	07/24/2025	39788	103	BOARDMAN & CLARK LLP	304198	EMS INTERGOVERNMENTAL AGREE	100-51-5110-220	1,701.00	1,701.00
	Total 39788:								3,126.00
39789									
07/25	07/24/2025	39789	3429	CHARTER COMMUNICATIONS	000901107202	INTERNET	100-51-5142-390	56.24	56.24
07/25	07/24/2025	39789	3429	CHARTER COMMUNICATIONS	000901107202	INTERNET	100-52-5210-310	18.75	18.75
07/25	07/24/2025	39789	3429	CHARTER COMMUNICATIONS	000901107202	INTERNET	601-53-9210-310	37.50	37.50
07/25	07/24/2025	39789	3429	CHARTER COMMUNICATIONS	000901107202	INTERNET	602-53-6810-310	37.49	37.49
07/25	07/24/2025	39789	3429	CHARTER COMMUNICATIONS	000901107202	INTERNET	603-53-8510-310	37.49	37.49
	Total 39789:								187.47
39790									
07/25	07/24/2025	39790	2209	CINTAS CORP#446	4237537701	MATS	100-51-5160-350	30.64	30.64
07/25	07/24/2025	39790	2209	CINTAS CORP#446	4237537701	SHOP TOWELS	100-53-5323-390	7.70	7.70
07/25	07/24/2025	39790	2209	CINTAS CORP#446	4237537701	BEAU - CLOTHING	100-53-5311-190	29.60	29.60
07/25	07/24/2025	39790	2209	CINTAS CORP#446	4237537701	JOSH - CLOTHING	100-53-5311-190	19.16	19.16
07/25	07/24/2025	39790	2209	CINTAS CORP#446	4237537701	PAUL - CLOTHING	601-53-5311-190	18.79	18.79
	Total 39790:								105.89
39791									
07/25	07/24/2025	39791	1247	CT LABORATORIES	197107	WATER TESTING	603-53-8270-340	116.00	116.00
07/25	07/24/2025	39791	1247	CT LABORATORIES	197336	WATER TESTING	603-53-8270-340	318.00	318.00
	Total 39791:								434.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
39792									
07/25	07/24/2025	39792	3652	ENGELMANN, ANGELA	EMS 7/22/202	PAINT & PAINT SUPPLIES - EMS BUIL	201-52-5230-391	110.83	110.83
Total 39792:									110.83
39793									
07/25	07/24/2025	39793	14	JOHNSON BLOCK & COMPANY, INC.	529132	GENERAL FUND - AUDIT & FIXED ASS	100-51-5151-230	2,237.50	2,237.50
07/25	07/24/2025	39793	14	JOHNSON BLOCK & COMPANY, INC.	529132	ELECTRI FUND - AUDIT, PSC REPORT,	601-53-9230-000	5,937.50	5,937.50
07/25	07/24/2025	39793	14	JOHNSON BLOCK & COMPANY, INC.	529132	SEWER FUND - AUDIT & FIXED ASSET	603-53-8520-000	1,187.50	1,187.50
07/25	07/24/2025	39793	14	JOHNSON BLOCK & COMPANY, INC.	529132	WATER FUND - AUDIT, PSC REPORT &	602-53-6820-000	2,487.50	2,487.50
Total 39793:									11,850.00
39794									
07/25	07/24/2025	39794	3604	LANTECH SERVICES	0001661	IT SERVICES	100-51-5140-210	3,420.00	3,420.00
Total 39794:									3,420.00
39795									
07/25	07/24/2025	39795	1298	MSA PROFESSIONAL SERVICES INC.	018635	GIS PROJECTS 2025	100-51-5140-250	225.00	225.00
Total 39795:									225.00
39796									
07/25	07/24/2025	39796	69	PARDEEVILLE PUBLIC UTILITIES	JUNE 2025 E	EMS UTILITIES	201-54-5400-035	224.18	224.18
Total 39796:									224.18
39797									
07/25	07/24/2025	39797	2341	QUADIENT POSTAGE FUNDING	7.15.2025 790	POSTAGE	100-51-5160-340	377.00	377.00
07/25	07/24/2025	39797	2341	QUADIENT POSTAGE FUNDING	7.15.2025 790	POSTAGE	601-53-9030-340	377.00	377.00
07/25	07/24/2025	39797	2341	QUADIENT POSTAGE FUNDING	7.15.2025 790	POSTAGE	602-53-6810-310	377.00	377.00
07/25	07/24/2025	39797	2341	QUADIENT POSTAGE FUNDING	7.15.2025 790	POSTAGE	603-53-8510-310	377.00	377.00
Total 39797:									1,508.00
39798									
07/25	07/24/2025	39798	89	QUILL CORP	44714650	HP 58A BLACK TONER CARTRIDGE	100-51-5140-325	145.99	145.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 39798:									145.99
39799									
07/25	07/24/2025	39799	2188	ROY C. WHITE	7.18.2025	CONTRACTED SERVICES - 7/7/25 TO	602-53-8520-000	1,339.50	1,339.50
Total 39799:									1,339.50
39800									
07/25	07/24/2025	39800	3621	SpectrumVoIP	642126	VILLAGE HALL TELEPHONE	100-51-5160-340	26.61	26.61
Total 39800:									26.61
39801									
07/25	07/24/2025	39801	3572	TOMMY'S SMALL ENGINE	002486	INTERTUBE TO REPAIR LAWN MOWE	100-53-5324-390	29.99	29.99
Total 39801:									29.99
39802									
07/25	07/24/2025	39802	2023	TOWN OF WYOCENA	PDAS - IRS	PDAS - IRS REPAYMENT	201-52-5230-391	90,000.00	90,000.00
Total 39802:									90,000.00
39803									
07/25	07/24/2025	39803	201	USA BLUE BOOK	INV00759510	ACCUVAC AMPULES & PH BUFFERS	603-53-8270-340	207.43	207.43
Total 39803:									207.43
39804									
07/25	07/24/2025	39804	336	WISCONSIN RURAL WATER ASSC. IN	2913	TRAINING - JULY 2025	602-53-6005-120	330.00	330.00
07/25	07/24/2025	39804	336	WISCONSIN RURAL WATER ASSC. IN	2913	TRAINING - JULY 2025	603-53-4050-330	330.00	330.00
Total 39804:									660.00
39805									
07/25	07/25/2025	39805	3625	Rio Community Fire Association	RIO25-009A	EMS Responsees - MAY 2025 Pardeevill	100-52-5230-000	24,000.00	24,000.00
Total 39805:									24,000.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
39806									
07/25	07/25/2025	39806	2023	TOWN OF WYOCENA	PDAS - LINE	PDS - LINE OF CREDIT LOAN #020250	201-52-5230-391	150,000.00	150,000.00
Total 39806:									150,000.00
39807									
08/25	08/01/2025	39807	2344	CENGAGE LEARNING	999100720343	BOOKS/LIBRARY MATERIALS	100-55-5511-340	215.61	215.61
Total 39807:									215.61
39808									
08/25	08/01/2025	39808	3512	Feet Wet LLC	2020954	LARGE PRINT / HARDCOVER BOOKS	100-55-5511-340	46.74	46.74
Total 39808:									46.74
39809									
08/25	08/01/2025	39809	31	RHYME SUPPLY COMPANY INC	39712325	CONTRACT FOR COPY MACHINE	100-55-5511-291	233.49	233.49
Total 39809:									233.49
39810									
08/25	08/01/2025	39810	31	RHYME SUPPLY COMPANY INC	AR852024	PAPER	100-55-5511-291	172.50	172.50
Total 39810:									172.50
39811									
08/25	08/01/2025	39811	396	WAL-MART COMMUNITY	1663910120	OFFICE SUPPLIES- LIBRARY	100-55-5511-310	60.65	60.65
08/25	08/01/2025	39811	396	WAL-MART COMMUNITY	1663910120	CHILDRENS PROGRAMMING	100-55-5511-395	100.54	100.54
08/25	08/01/2025	39811	396	WAL-MART COMMUNITY	1663910120	BOOKS/LIBRARY MATERIALS	100-55-5511-340	17.97	17.97
Total 39811:									179.16
39812									
08/25	08/01/2025	39812	3651	ANNETT, FRANCIS	JULY CELL	JULY CELL PHONE BILL	100-51-5142-999	30.00	30.00
Total 39812:									30.00
39813									
08/25	08/01/2025	39813	3607	BEAU ZEIHEN	JULY2025	JULY CELL PHONE REIMBURSEMENT	100-51-5142-999	30.00	30.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
Total 39813:									30.00
39814									
08/25	08/01/2025	39814	3429	CHARTER COMMUNICATIONS	001446607202	SENIOR CENTER INTERNET	100-51-5140-420	120.27	120.27
Total 39814:									120.27
39815									
08/25	08/01/2025	39815	2209	CINTAS CORP#446	4238264398	MATS	100-51-5160-350	30.64	30.64
08/25	08/01/2025	39815	2209	CINTAS CORP#446	4238264398	ELECTRIC CLOTHING	601-53-5311-190	16.52	16.52
08/25	08/01/2025	39815	2209	CINTAS CORP#446	4238264398	PW CLOTHING	100-53-5311-190	3.53	3.53
08/25	08/01/2025	39815	2209	CINTAS CORP#446	4238264398	RAGS	100-53-5323-390	7.70	7.70
Total 39815:									58.39
39816									
08/25	08/01/2025	39816	3650	HARMON, CHRISTOPHER	JULY2025	JULY CELL PHONE REIMBURSEMENT	100-51-5142-999	30.00	30.00
Total 39816:									30.00
39817									
08/25	08/01/2025	39817	3591	JOSH CROSS	JULY 2025	JULY CELL PHONE REIMBURSEMENT	100-51-5142-999	30.00	30.00
Total 39817:									30.00
39818									
08/25	08/01/2025	39818	1298	MSA PROFESSIONAL SERVICES INC.	018861	GIS MAINTENANCE	100-51-5140-250	144.60	144.60
Total 39818:									144.60
39819									
08/25	08/01/2025	39819	3654	RODRIGUEZ, TAFFY	NATIONAL NI	WALMART NATIONAL NIGHT OUT REI	100-53-5372-340	90.39	90.39
Total 39819:									90.39
39820									
08/25	08/01/2025	39820	1527	US CELLULAR	0717754263	Cell Phone BILL	100-51-5142-390	99.08	99.08
08/25	08/01/2025	39820	1527	US CELLULAR	0717754263		601-53-9210-310	99.07	99.07
08/25	08/01/2025	39820	1527	US CELLULAR	0717754263		602-53-6810-310	99.07	99.07

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
08/25	08/01/2025	39820	1527	US CELLULAR	0717754263		603-53-8510-310	99.07	99.07
08/25	08/01/2025	39820	1527	US CELLULAR	0743606631	CELL PHONE	100-51-5142-390	95.61	95.61
08/25	08/01/2025	39820	1527	US CELLULAR	0743606631	CELL PHONE	601-53-9210-310	95.60	95.60
08/25	08/01/2025	39820	1527	US CELLULAR	0743606631	CELL PHONE	602-53-6810-310	95.60	95.60
08/25	08/01/2025	39820	1527	US CELLULAR	0743606631	CELL PHONE	603-53-8510-310	95.60	95.60
	Total 39820:								778.70
39821									
08/25	08/01/2025	39821	201	USA BLUE BOOK	INV00706913	HACH FREE CHLORINE HACH PHOSV	603-53-8270-340	164.10	164.10
	Total 39821:								164.10
	Grand Totals:								860,041.07

Report Criteria:
Report type: GL detail

PUBLIC HEARING NOTICE
VILAGE OF PARDEEVILLE

NOTICE OF PUBLIC HEARING ON VACATION OF
A PORTION OF ALLEY FOR INGRESS AND EGRESS OVER THE PONDVIEW PLAT

PLEASE TAKE NOTICE, the Village Board of the Village of Pardeeville will hold a public hearing on the 6th day of August, 2025, at 6:00 p.m. or as soon thereafter as the matter may be heard, at the Village Hall of the Village of Pardeeville, 114 Lake Street, Pardeeville, Wisconsin 53954, upon the Resolution herein described and will act upon said Resolution following the public hearing. Said Resolution was introduced by the Village Board of the Village of Pardeeville on the 4th day of June, 2025, and proposes the vacation of certain portions of an alley for ingress and egress purposes, but not utility purposes, as shown and described on the diagram and legal description attached hereto and incorporated herein.

Dated this 22nd day of July, 2025.

VILLAGE OF PARDEEVILLE
Laramie Renner, Village Clerk

Attachments: Exhibit A – Map
Exhibit B – Legal Descriptions

EXHIBIT A

Map

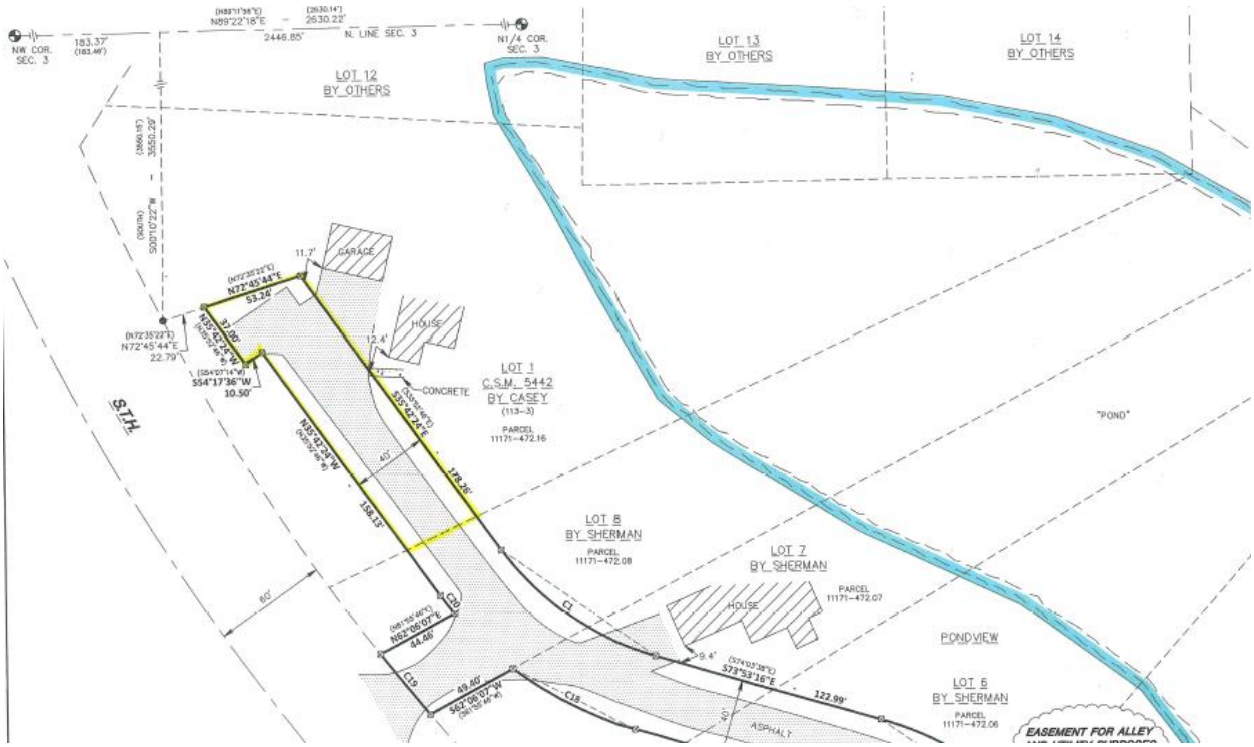


EXHIBIT B

LEGAL DESCRIPTION

Mary G. Casey Revocable Living Trust Property
Village of Pardeeville, Columbia County, WI

Release of an Easement:

Being part of Lot 1, Certified Survey Map, No. 5442 as recorded in Volume 38 of Certified Survey Maps, page 109 as Document No. 848941 located in Government Lot 12, Section 3, Town 12 North, Range 10 East, Village of Pardeeville, Columbia County, Wisconsin, described as follows:

Commencing at the Southwest corner of Lot 1, Certified Survey Map, No. 5442;
thence North 64°55'07" East along the Southerly line of said Lot 1, 45.34 feet to the point of beginning;
thence North 35°42'24" West, 128.55 feet;
thence South 54°17'36" West, 10.50 feet;
thence North 35°42'24" West, 37.00 feet;
thence North 72°45'44" East, 53.24 feet;
thence South 35°42'24" East, 156.19 feet to the Southerly line of Lot 1, Certified Survey Map, No. 5442;
thence South 64°55'07" West along said Southerly line, 40.70 feet to the point of beginning.
Containing 6,735 square feet (0.15 acres), more or less.

THIS DESCRIPTION WAS PREPARED BY: **GROTHMAN & ASSOCIATES, S.C.**
SCOTT P. HEWITT
Professional Land Surveyor, No. 2229
Dated: April 29, 2025
File No.: 425-205

THIS DESCRIPTION WAS PREPARED FOR: **Mr. Robert Illinski**
614 Pondview Drive
Pardeeville, WI 53954

Professional Services Agreement

MSA Project Number: 00041038

This AGREEMENT (Agreement) is made effective July 2, 2025 by and between

MSA PROFESSIONAL SERVICES, INC (**MSA**)
Address: 1702 Pankratz Street, Madison, WI 53714
Phone: (608) 242-7779
Representative: Eric Thompson Email: ethompson@msa-ps.com

VILLAGE OF PARDEEVILLE (OWNER)
Address: 114 Lake Street, PO Box 217, Pardeeville, WI 53954
Phone: (608) 429-3121
Representative: Austen Frederickson Email: dpw@villageofpardeeville.net

Project Name: 2025 Park Lake Dam Inspection

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: September 15, 2025
Approximate Completion Date: November 30, 2025

The lump sum fee for the work is: $4,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

VILLAGE OF PARDEEVILLE	**MSA PROFESSIONAL SERVICES, INC.**
Austen Frederickson	Eric Thompson
Director of Public Works/Utilities Manager	Senior Team Leader Engineering
Date:_____	Date: 7/2/2025

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities**.

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor**. MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. **Electronic Documents and Transmittals**. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. **Construction Site Visits.** If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21**. Accrual of Claims**. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

22. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns**. The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices**. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver**. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A:
SCOPE OF SERVICES

Project Description
MSA will complete a visual inspection of the Park Lake Dams in the Village of Pardeeville. The inspection will be completed from the surface or shallow, wadable water surrounding the dam. No provisions for a below-water visual inspection or inspection via boat or other floatation device are included in this proposal.

MSA will complete the first five (5) activities (of 11 requiring owner involvement) as documented on the Wisconsin Department of Natural Resources 'Consultant Inspection Process Form – for dam inspected by outside consultant'.

1) Inspection Notification – MSA will notify the DNR and OWNER of the date of our inspection.
2) File Research – MSA will contact the DNR to determine if the WDNRs files include additional information relative to the dam.
3) Field Inspection – MSA will physically inspect the dam.
4) Inspection Checklist – MSA will complete the applicable sections of the WDNR's inspection form documenting observations during inspection.
5) Photo Documentation – MSA will label photos and create back up digital copies.

Items Not Included:

a) This proposal is to conduct a visual inspection of portions of the dam that can be observed via walking/wading. No provisions for a below water visual inspection or inspection via boat or other floatation device are included.
b) This proposal does not include costs to revise the Emergency Action Plan (EAP); Hazard Rating; or the Operation, Maintenance, and Inspection Manual (IOM).
c) This proposal does not include preparation of construction plans, construction specifications, cost estimates, or timelines for implementation of any required work on the dam.
d) This proposal does not include costs to conduct a field survey of the dam. If our inspection reveals the need for a topographic survey, the cost of that survey will be extra.

Responsibilities of the Village - The Village will provide an operator during the inspection to open and close any operable structures at the dam, if applicable, to allow MSA staff to safely conduct the inspection, as well as for MSA staff to observe the effective operation of each gate.

Deliverable – One (1) electronic copy in PDF format of the inspection report and photos.

This should be a simple transaction and it can be done in one of two ways. The first way is for the Village to require that Grothman add the words “dedicated to the public” on Outlot 2 of the CSM. By the way, where is outlot 1? The Village would then approve the CSM and it would be recorded with the Register of Deeds. The Village would then adopt a resolution accepting the dedication of Outlot 2 and this would be all done. The Village will need proof that the mortgage has been released from Outlot 2 before it does any of this.

The second option is for the Village to approve the map and have it recorded. Then Pulver will do a quit claim deed to the Village in which they convey outlot 2 to the Village. The deed will be recorded and this will be done. Again, Pulver will need to provide proof that the mortgage has been released.

In my opinion, this should be put back on the Village Board agenda for the next meeting. The CSM needs to be approved first. Then the Board needs to adopt a motion following one of these options.

BoardmanClark

PAUL A. JOHNSON
ATTORNEY AT LAW

DIRECT +1 608-286-7210
PHONE +1 608-592-3877
FAX 608-592-5844
PJOHNSON@BOARDMANCLARK.COM
BOARDMANCLARK.COM

BOARDMAN & CLARK LLP
156 SOUTH MAIN STREET
PO BOX 256
LODI, WI 53555

ELECTRIC/WATER/SEWER Voucher#		P	A/P ✓
PREPAID - ACCOUNTS PAYABLE VOUCHER		Vendor #	246
PAYABLE TO:		Vendor Invoice #	418-248
GROTHMAN & ASSOCIATES S.C.		Voucher Total	1,940.00
		Voucher Date	4/1/2019
		Check Number	31824
		Check Date	4/16/2019
		Meeting Date	4/16/2019
		1099 MISC	
DESCRIPTION		Acct #	Amount
SURVEY PULVER PROPERTY		602-53-6820-000	1,940.00
E419			
Total Voucher			$1,940.00

VILLAGE OF PARDEEVILLE
114 Lake Street • P.O. Box 217
Pardeeville, WI 53954
608/429-3121 • Fax 608/429-3714
villageofpardeeville.net

NATIONAL EXCHANGE BANK
Fond du Lac, WI 54935

79-76
759

31824

04/16/2019

*$ 1,940.00

AY ***One Thousand Nine Hundred Forty and 00/100 Dollars***

VOID AFTER 60 DAYS

TO THE ORDER OF
GROTHMAN & ASSOCIATES S C
P O BOX 373
625 E SLIFER ST
PORTAGE WI 53901

[redacted]

HEAT SENSITIVE COLOR FADES WITH HEAT

NDOR NO: 246 VENDOR NAME: GROTHMAN & ASSOCIATES S C CHECK NO.: 31824

INV DATE	INVOICE NO	INVOICE DESCRIPTION	GL ACCT NO	NET AMOUNT
04/01/2019	416-248	SURVEY PULVER PROPERTY	602-53-6820-000	$1,940.00

TOTAL AMOUNT $1,940.00

CHECK NO.: 31824

/ee: GROTHMAN & ASSOCIATES S C
LAGE OF PARDEEVILLE
P O BOX 373
625 E SLIFER ST
PORTAGE WI 53901

Check Issue Date: 04/16/2019
Check Amount: $1,940.00

NDOR NO: 246

NV DATE	INVOICE NO	INVOICE DESCRIPTION	GL ACCT NO	NET AMOUNT
04/01/2019	416-248	SURVEY PULVER PROPERTY	602-53-6820-000	$1,940.00

TOTAL AMOUNT $1,940.00

ADVANCED 3631680

III. Documentation Requirements

1. **Completed Land Transaction Request Form**

2. **Third Party Authorization Form**
   - To ensure the privacy of our borrowers is protected, Shellpoint requires written consent from the borrower to discuss any non-public information regarding any existing or previously serviced loan.

3. **Sales Contract**
   - The agreement between the buyer and seller covering the sale of your property.
   - If the partial release request involves the sale of land to an individual, government agency or a company, a sales contract or offer showing the cash consideration must be provided.

4. **Survey or Plat Map**
   - A survey is used to determine the property's points and distances between them.
   - A *COPY* of a survey or plat from a licensed or qualified surveyor, showing the land to be released and the remaining land still secured by the lien is required.
   - The complete dimensions, square footage or acreage, and location of improvements to the land must be included.
   - The survey must be clearly marked.
   - The dwelling location must be included.

5. **Draft Instrument / Modification Agreement** Doc
   - The draft instrument must be prepared by an attorney or closing agent and include the following information:
     - REQUIRED CLAUSE:
       - *"It is expressly understood that the release of said parcel from the lien shall not in any way affect the lien of said Deed of Trust/Mortgage upon the remaining land thereby subject to the Deed of Trust/Mortgage."*
     - The name of the mortgagor, the name of the mortgagee, date of the mortgage, date of the recording, and the volume and page number and/or document number of the mortgage in the county land records.
     - A state that the entity of person executing the release is the current holder, owner, assignee, or successor of the mortgagee's interest in the mortgage.
     - A legal description of the real property being released from the mortgaged property.
     - IF MERS language is found in the Deed of Trust / Mortgage, then the document must follow MERS documentation requirements.
     - Must be recorded in the county land records after approval and a recorded copy provided to Shellpoint Mortgage Servicing.

6. **Additional Documentation Requirements**
   - Fannie Mae (FNMA) Loans:
     - Application for Release of Security Form (Form 236); and
       - The first (1st) page of Form 236 must be fully completed and signed by all borrowers.
     - A title insurance endorsement reflecting the change for a Partial Release must be obtained to maintain the coverage of the existing title policy.

246

GROTHMAN & ASSOCIATES, S.C.

LAND SURVEYORS

Village of Pardeeville
Attn: Jen
114 Lake Street
Pardeeville, WI 53954

Date: April 4, 2019
File No. 418-248
Subject: Certified Survey Map

RE: Certified Survey Map - **WORK to DATE**
South West Quarter - Northeast Quarter
Southeast Quarter - Northeast Quarter
Section 4, Town 12 North, Range 10 East
Village of Pardeeville, **Columbia County, WI**

WORK to DATE: June 19, 2018 to August 17, 2019

Amount Due For: Work to Date - Certified Survey Map.....$1,940.00

PULVER PROPERTY

This map IS NOT RECORDED

Total Amount Requested This Statement.....$1,940.00

When submitting payment please include File No. on bottom of check or resubmit invoice.

We now accept credit cards!

Ok to Pay
pmts

THANK YOU!

E-mail: clerk-treasurer@villageofpardeeville.net

P.O. BOX 327 625 E. SLIFER STREET PORTAGE, WISCONSIN 53901 (608) 742-7788 FAX: (608) 742-0434

PAYMENT DUE UPON RECEIPT OF INVOICE
INTEREST AT THE RATE OF 1.5% PER MONTH ON UNPAID BALANCE WILL BE ADDED TO YOUR NEXT STATEMENT

As prepared by:

GROTHMAN & ASSOCIATES S.C.
LAND SURVEYORS
625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877
FAX: (608) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:

WISCONSIN
SCOTT P. HEWITT
S-2229
PORTAGE
WISCONSIN
LAND SURVEYOR

G & A FILE NO. 924-531

DRAFTED BY: L. DEBOER
CHECKED BY: SPH
PROJ. 418-248
DWG. 924-531

SHEET 1 OF 3

COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume_____, Page_____

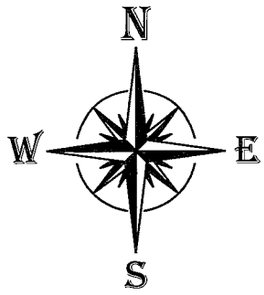
BEING PART OF THE SW1/4 OF THE NE1/4, AND PART OF THE SE1/4 OF THE NE1/4, SECTION 4, T. 12 N., R. 10 E., VILLAGE OF PARDEEVILLE, COLUMBIA COUNTY, WISCONSIN.

CONTAINING 30,609 SQ.FT. – 0.70 ACRES

BASIS OF BEARINGS: IS THE SOUTH LINE OF THE NE1/4, SECTION 4 WHICH BEARS S89°13'14"W AS REFERENCED TO GRID NORTH, COLUMBIA COUNTY COORDINATE SYSTEM NAD83(91).

SCALE: 1" = 100'

0 50' 100' 200'



(S88°48'59"E)
N89°57'09"E
16.50'

LOT 1 C.S.M. 3424 (495-194) BY OTHERS

OUTLOT 2
6110 SQ. FT.
0.14 ACRES

LEGEND

- ○ 3/4" X 24" IRON ROD SET (WT. = 1.5 LBS. / L.F.)
- ● 3/4" IRON ROD FND.
- ⊙ 1 1/4" IRON PIPE FND.
- ⊕ 3 1/2" ALUM. MON. FND.
- ▲ SURVEY MARKER NAIL FND.
- ( ) PREVIOUS SURVEY OR RECORD INFO.

SW1/4-NE1/4
UNPLATTED LANDS BY OTHERS

E. LINE SW1/4-NE1/4
N00°09'29"E - 370.46'
PARCEL 11171-343A 370.25'

SE1/4-NE1/4

33' **WARNKE STREET** (UNIMPROVED) ℄

N89°13'14"E
66.00'

667.25' (667.54')

P.O.S. (914-432) (DOC. NO. 809993) UNPLATTED LANDS BY OTHERS

P.O.S. (604-464) UNPLATTED LANDS BY OTHERS

PARCEL 11171-342.01

LOT 1
24,499 SQ. FT.
0.56 ACRES

297.00'

S00°09'29"W (S01°22'48"W)

UNPLATTED LANDS BY OTHERS

UNPLATTED LANDS BY OTHERS

264.00'

N00°09'29"E

264.00'

PARCEL 11171-342

SEE SHEET 2 OF 3

C1/4 COR. SEC. 4
COMPUTED LOCATION FALLS IN WATER MAIN VALVE

5.00'

1240.73'

WEST (33') (33') ℄ **CHESTNUT** **STREET**

S. LINE NE1/4

1295.24'

E1/4 COR. SEC. 4

S89°13'14"W
82.50'

(N89°33'49"W)
S89°13'14"W

(2623.28')
2623.47'

OWNER/CLIENT: DENNIS & SHAWNA BOURGARD
508 WEST CHESTNUT STREET
PARDEEVILLE, WI 53954

As prepared by:

GROTHMAN & ASSOCIATES S.C.
LAND SURVEYORS
625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877
FAX: (608) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:

WISCONSIN
SCOTT P. HEWITT S-2229 PORTAGE WISCONSIN
LAND SURVEYOR

G & A FILE NO. 924-531

DRAFTED BY: L. DEBOER
CHECKED BY: SPH
PROJ. 418-248
DWG. 924-531

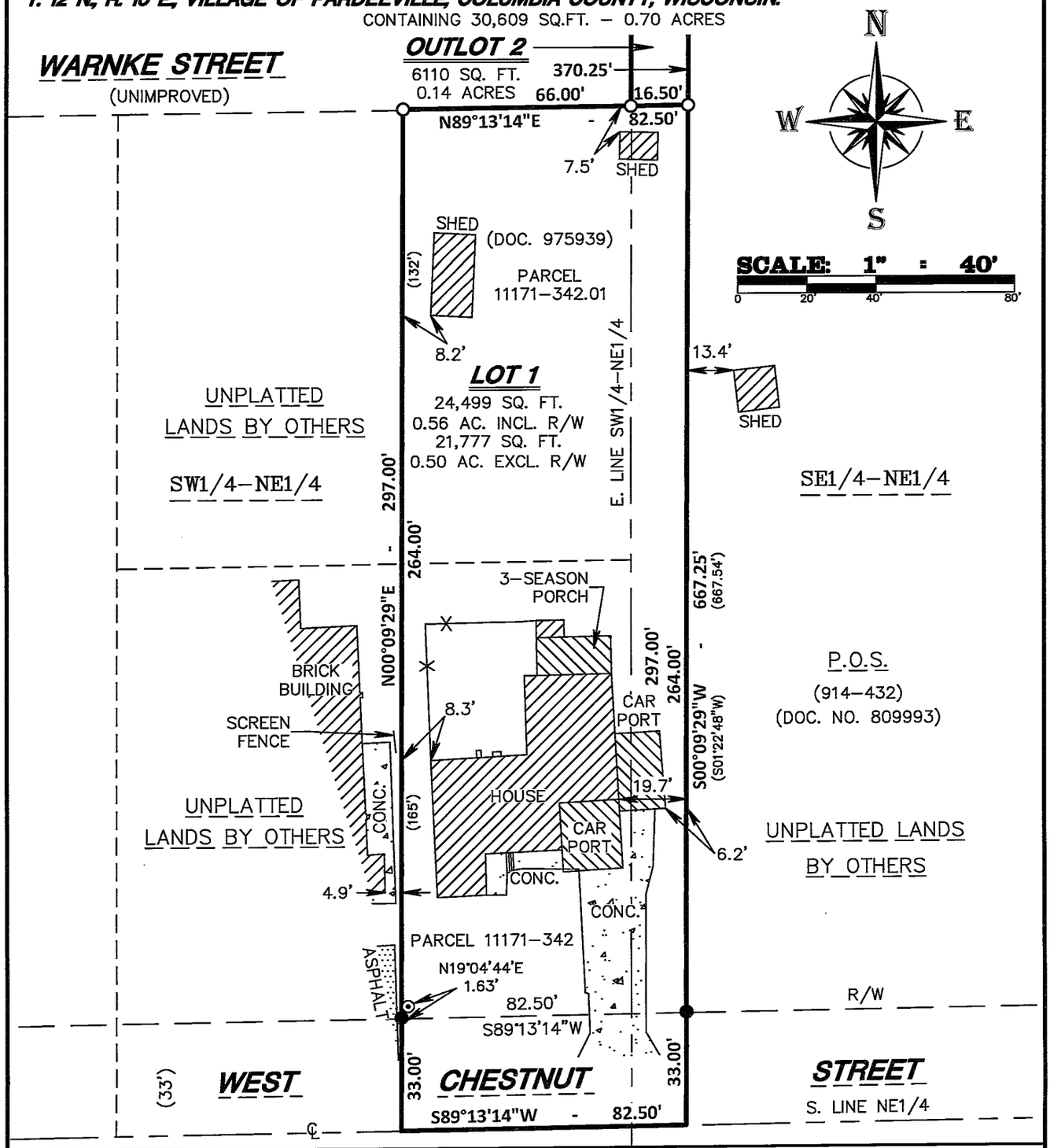
COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume_____, Page_____

BEING PART OF THE SW1/4 OF THE NE1/4, AND PART OF THE SE1/4 OF THE NE1/4, SECTION 4, T. 12 N, R. 10 E, VILLAGE OF PARDEEVILLE, COLUMBIA COUNTY, WISCONSIN.

CONTAINING 30,609 SQ.FT. – 0.70 ACRES



OWNER/CLIENT: DENNIS & SHAWNA BOURGARD
508 WEST CHESTNUT STREET
PARDEEVILLE, WI 53954

As prepared by:

GROTHMAN & ASSOCIATES S.C.
LAND SURVEYORS
625 EAST SLIFER STREET, P.O. BOX 373 PORTAGE, WI. 53901
PHONE: PORTAGE: (608) 742-7788 SAUK: (608) 644-8877
FAX: (608) 742-0434 E-MAIL: surveying@grothman.com
(RED LOGO REPRESENTS THE ORIGINAL MAP)

SEAL:

WISCONSIN
SCOTT P. HEWITT
S-2229
PORTAGE
WISCONSIN
LAND SURVEYOR

G & A FILE NO. 924-531

DRAFTED BY: L. DEBOER
CHECKED BY: SPH
PROJ. 418-248
DWG. 924-531 SHEET 3 OF 3

COLUMBIA COUNTY CERTIFIED SURVEY MAP NO. _____

GENERAL LOCATION

Volume_____, Page_____

BEING PART OF THE SW1/4 OF THE NE1/4, AND PART OF THE SE1/4 OF THE NE1/4, SECTION 4, T. 12 N, R. 10 E, VILLAGE OF PARDEEVILLE, COLUMBIA COUNTY, WISCONSIN.

CONTAINING 30,609 SQ.FT. – 0.70 ACRES

SURVEYOR'S CERTIFICATE

I, SCOTT P. HEWITT, Professional Land Surveyor, do hereby certify that by the order of **Shawna Bourgard,** I have surveyed, monumented, mapped and divided part of the Southwest Quarter of the Northeast Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 4, Town 12 North, Range 10 East, Village of Pardeeville, Columbia County, Wisconsin described as follows:

Commencing at the East Quarter corner of said Section 4;
thence South 89°13'14" West along the South line of the Northeast Quarter of said Section 4 and the centerline of West Chestnut Street, 1,295.24 feet to the point of beginning;
thence continuing South 89°13'14" West along said South line, 82.50 feet;
thence North 00°09'29" East, 297.00 feet to a point in the South right-of-way line of Warnke Street;
thence North 89°13'14" East along the South right-of-way line of Warnke Street, 66.00 feet to the Southeast corner thereof, said point being in the East line of the Southwest Quarter of the Northeast Quarter of said Section 4;
thence North 00°09'29" East along the East line of the Southwest Quarter of the Northeast Quarter and the East right-of-way line of Warnke Street, 370.46 feet to the Southwest corner of Lot 1, Certified Survey Map, No. 3424;
thence North 89°57'09" East along the South line of said Lot 1, 16.50 feet;
thence South 00°09'29" West, 667.25 feet to the point of beginning.
Containing 30,609 square feet, (0.70 acres), more or less. Being subject to West Chestnut Street right-of-way over the Southerly portion thereof and servitudes and easements of use or record, if any.

I DO FURTHER CERTIFY that this is a true and correct representation of the boundaries of the land surveyed and that I have fully complied with the Provisions of Chapter 236.34 of the Wisconsin State Statutes and the Village of Pardeeville Subdivision Ordinances to the best of my knowledge and belief.

_____
SCOTT P. HEWITT
Professional Land Surveyor, No. 2229
Dated: February 5, 2025
File No: 924-531

VILLAGE BOARD APPROVAL

RESOLVED that the certified survey map, located in the **Village** of **Pardeeville**, _____, Owner(s), is hereby approved by the Village Board.

_____
Village President Dated this the _____ day of _____, 20____

I HEREBY CERTIFY that the foregoing is a copy of a motion adopted by the **Village of Pardeeville.**

_____
Village Clerk

OWNER/CLIENT: DENNIS & SHAWNA BOURGARD
508 WEST CHESTNUT STREET
PARDEEVILLE, WI 53954

Austen Fredrickson

From: Austen Fredrickson
Sent: Tuesday, July 8, 2025 8:59 AM
To: Austen Fredrickson
Subject: FW: Drainage Work in Pardeeville

On Monday, August 19, 2024 at 05:16:41 PM CDT, Steve Nickel <steve.nickel@ymail.com> wrote:

Erin,
Now that the standing water in our back yard has finally subsided, I have a few questions about the ongoing maintenance of this area.

1. Who is responsible for maintaining and repairing the erosion around the underground pipes? There are exposed sections and small sinkholes.
2. Who is responsible for removing the layer of oil and sediment that is now covering the entirety of our backyard?
Due to the design of the drainage system that the village put in, all the road surface waste fills the underground pipes. Once the level exceeds the containment capacity of the pipes, the collected waste runoff begins to overflow into our yard. Due to the nature of water and oils/sediment, those chemical mixtures settle on top of the water and are the first things to flow into the yard. This oil and waste covered the yard and has killed the lawn and left a coating on the entirety of the area.
3. Dead animal disposal. What are the procedures for ongoing dead animals (birds, cats, frogs, etc) that we keep finding in the yard due to drowning and/or contamination?
4. What are the details of the village ordinance pertaining to the area of our yard that is within the easement? More specifically, who is responsible for maintaining the area, and what are the rules or limitations on how the area is maintained, both by the village and the land owner(s)?

Thank you,
Steve Nickel
214 Brittany Court
715-347-7775

On Friday, March 11, 2022 at 07:01:18 AM CST, Erin Salmon <dpw@villageofpardeeville.net> wrote:

Hi Steve,

Following up with you. We investigated the storm sewer system and the pipes/basins are thaw. Let's get thru the rest of winter, allow the ground to thaw too. We will continue to monitor until we get thru 1 complete year of the project. Let's stay in touch.

Thanks much!

Erin M. Salmon, P.W.M.

Village Administrator, Director of Public Works & *Interim Village Clerk/Treasurer*

Village of Pardeeville/Pardeeville Public Utilities

114 Lake St.

Pardeeville, WI

P: 608-429-3121

F: 608-429-3714

From: Erin Salmon
Sent: Monday, March 7, 2022 4:58 AM
To: Steve Nickel <steve.nickel@ymail.com>
Subject: RE: Drainage Work in Pardeeville

Hi Steve,

We received 2" of rain on Saturday. It is a bad combination with frozen ground. Standing water is present is several locations throughout our area, as is just can't seep in to the ground.

After plowing today, the crew is going to investigate the storm lines. There may be ice inside a basin or pipe causing a blockage too.

We will be sure the storm water facility acts as it was intended to do. The eye sore of the larger marshy is gone. This is just a terrible time of year for a rain event, with frozen ground. I'll follow up with our findings.

Thanks much!

Erin M. Salmon, P.W.M.

Village Administrator, Director of Public Works & *Interim Village Clerk/Treasurer*

Village of Pardeeville/Pardeeville Public Utilities

114 Lake St.

Pardeeville, WI

P: 608-429-3121

F: 608-429-3714

From: Steve Nickel <steve.nickel@ymail.com>
Sent: Sunday, March 6, 2022 8:09 AM
To: Erin Salmon <dpw@villageofpardeeville.net>
Subject: Re: Drainage Work in Pardeeville

Hello Erin,

In regard to the altered drainage area between Hwy P and Brittany Court:

I just wanted to share the current state of the area behind our home now that the little snow we had this winter has been melting this past week.

We have had standing water covering the entirety of the back yard the past week. The rain we received last night just compounded the situation.

There has never been this much water during spring melt before this change, and we didn't even have much snow this winter.

I am just wondering if this is the intended result of the changes made last year.

I have re-read our previous email conversations, and am just concerned about the state of this going forward. Would you have time to meet with Stephanie and I to discuss some of these concerns?

Thank you.

Steve and Stephanie Nickel

214 Brittany Court

715-347-7775

I have 3 new pictures below:

From 3/1/22

From 3/6/22

On Friday, August 27, 2021, 11:35:27 AM CDT, Erin Salmon <dpw@villageofpardeeville.net> wrote:

Hi Steve,

Thank you for sharing these with me. We too have been monitoring after this large rain event. I have 2.5” of rain in our gauge at Village Hall.

After the storm sewer system recedes and water drains again, I anticipate everything to drain as well and then dry up.

The pipe needed to have some cover over the top of it.

The open drainage ditch is gone and the water will need a place to “pond” for a bit.

It’s ponding in the existing lowest contour within the stormwater management area. We will continue to monitor.

Kind regards,

Erin M. Salmon, P.W.M.

Village Administrator/Director of Public Works

Village of Pardeeville, WI

114 Lake St.

P: 608-429-3121

F: 608-429-3714

From: Steve Nickel <steve.nickel@ymail.com>
Sent: Friday, August 27, 2021 10:29 AM
To: Erin Salmon <dpw@villageofpardeeville.net>
Cc: Stephanie <ssnickel@yahoo.com>
Subject: RE: Drainage Work in Pardeeville

Hi Erin,

Just wanted to send a couple of pictures of what the drainage area looks like with the heavy rains we are getting. The underground holding pipe is full and had been overflowing for the past 15 minutes or so. Attached photos. This is the most water that has ever been backed up into the area behind our house.

Steve Nickel

Sent from Yahoo Mail on Android

On Wed, Aug 11, 2021 at 10:13 AM, Erin Salmon

<dpw@villageofpardeeville.net> wrote:

Hi Steve,

Sorry for my delay in response. It's been beyond busy here. I don't think there will be any standing water, everything drains in to the permeable soils. Unless the ground water table is naturally high. I can't take away or change the contours too drastically of the basin's original purpose either.

In a large un-typical event, I have be sure when water does bubble up out of the bee-hive grate, the water has an actual basin to collect in. I don't want it entering in to basements before it has a chance to seep back in to the storm sewers.

The crew picked up rocks before they planted grass seed and placed straw. I will send them back again to do another sweep of the away. I appreciate that you will maintain and mow the stormwater easement very much!!!

Kind regards,

Erin M. Salmon, P.W.M.

Village Administrator/Director of Public Works

Village of Pardeeville, WI

114 Lake St.

P: 608-429-3121

F: 608-429-3714

From: Steve Nickel <steve.nickel@ymail.com>
Sent: Saturday, August 7, 2021 10:33 AM
To: Erin Salmon <dpw@villageofpardeeville.net>
Cc: Stephanie <ssnickel@yahoo.com>
Subject: Re: Drainage Work in Pardeeville

Erin,

Thank you for the response and outline of the plan and concept. All of this I understand, but my concern is with rain water collecting in the basin area, essentially moving the unmaintainable area from the former "ditch" to the grassy area closer to the willow tree. I hope I am just being paranoid, and that standing water doesn't become an issue.

As for the maintenance of that area, I will be more than happy to mow and keep up that area. I will also water as much as I can reach with my hose on the days it doesn't rain. This is going to look fantastic once the grass comes in. The girls and I will also clean up the random stones and stuff that are scattered around in the dirt that could cause some mowing hazards (once we get to that point).

Thank you,

Steve Nickel

715-347-7775

214 Brittany Court

Pardeeville

On Thursday, August 5, 2021, 4:34:45 AM CDT, Erin Salmon <dpw@villageofpardeeville.net> wrote:

Hi Steve,

Thanks so much! I think the project turned out well and it's such an improvement! It is completed. So did end up bringing the grade up by 6" over all. We hauled in material from our 8 acre site off Schwantz Rd. That morning, I took grades from your concrete slab under your deck and your patio door frame. I compared that to the casting we installed. I also compared it to the existing ground just east and west of the new drain.

I had to be sure to maintain 1 even slope coming down the drainage ditch East of you, while also not being too high that I could flood your home in a 100 year rain event.

The design or concept is; in a very large event, the water will bubble out of the grate and back up. The grass/low area will act as a basin, then eventually seep back down once the storm water pipes drain out. If I added too much fill, I would take away the holding capacity in an event.

We purchased a sun/shade seed mixture from DoIt Center in Portage, added the straw and watered on Tuesday. It's supposed to rain tonight and I think tomorrow. Do you know if you and your neighbor would be willing to water and help get it established? If so, I could work out the billing to be sure you don't get charged the additional water usage. We originally watered with our UTV. Easy to do when it was first placed. But once it starts to germinate, I don't want to be back there on a machine with a water tank. LOL! For mowing, do you and your neighbor plan to mow and maintain the area you think? It's kind of a grey area, so I wanted to know your thoughts. Would you be willing to talk to your neighbor on the matter? I don't have his email address. :)

Thanks Steve!!!

Thank you,

Erin M. Salmon, P.W. M.

Village Administrator/Director of Public Works

Village of Pardeeville

608-429-3121

From: Steve Nickel <steve.nickel@ymail.com>
Sent: Wednesday, August 4, 2021 4:17 PM
To: Erin Salmon <dpw@villageofpardeeville.net>
Subject: Drainage Work in Pardeeville

Hello Erin,

I see the work has been completed in the drainage area behind our house and it looks great. The area seems like it is going to be very maintainable going forward; once the grass grows in.

I do have a concern though. The grading in the area is pitched in such away that all surface rainwater is going to flow into the same trouble area as before in my backyard. In addition to this, rainwater that would have previously ended up in the open drain ditch will now flow on the surface into that same area.

Is there a plan to add more top soil to level out the entire back portion? Or is this the completed project?

I will take some pictures once we get a decent rain to capture how the area behaves with the new changes.

Thank you,

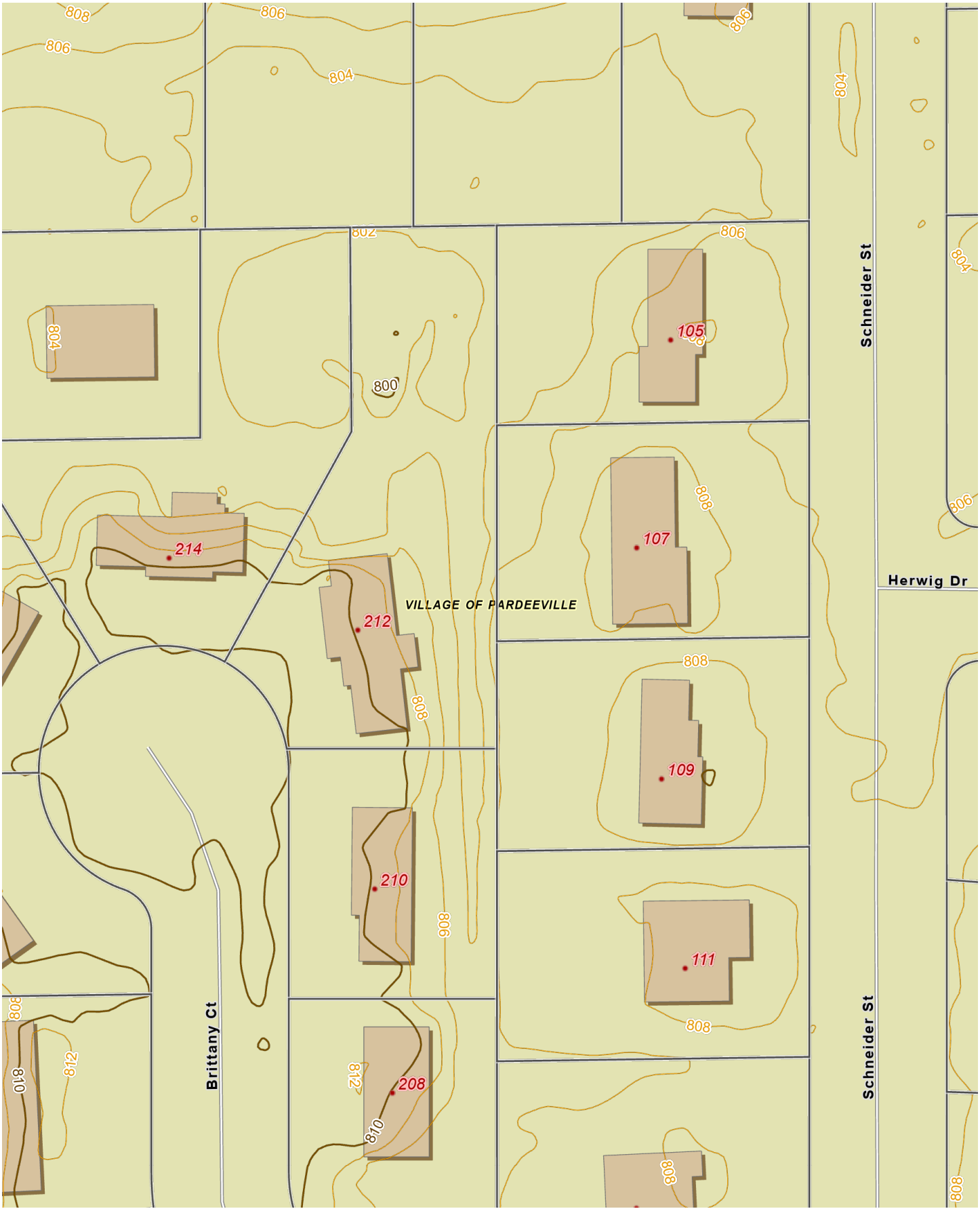
Steve Nickel

715-347-7775

214 Brittany Court

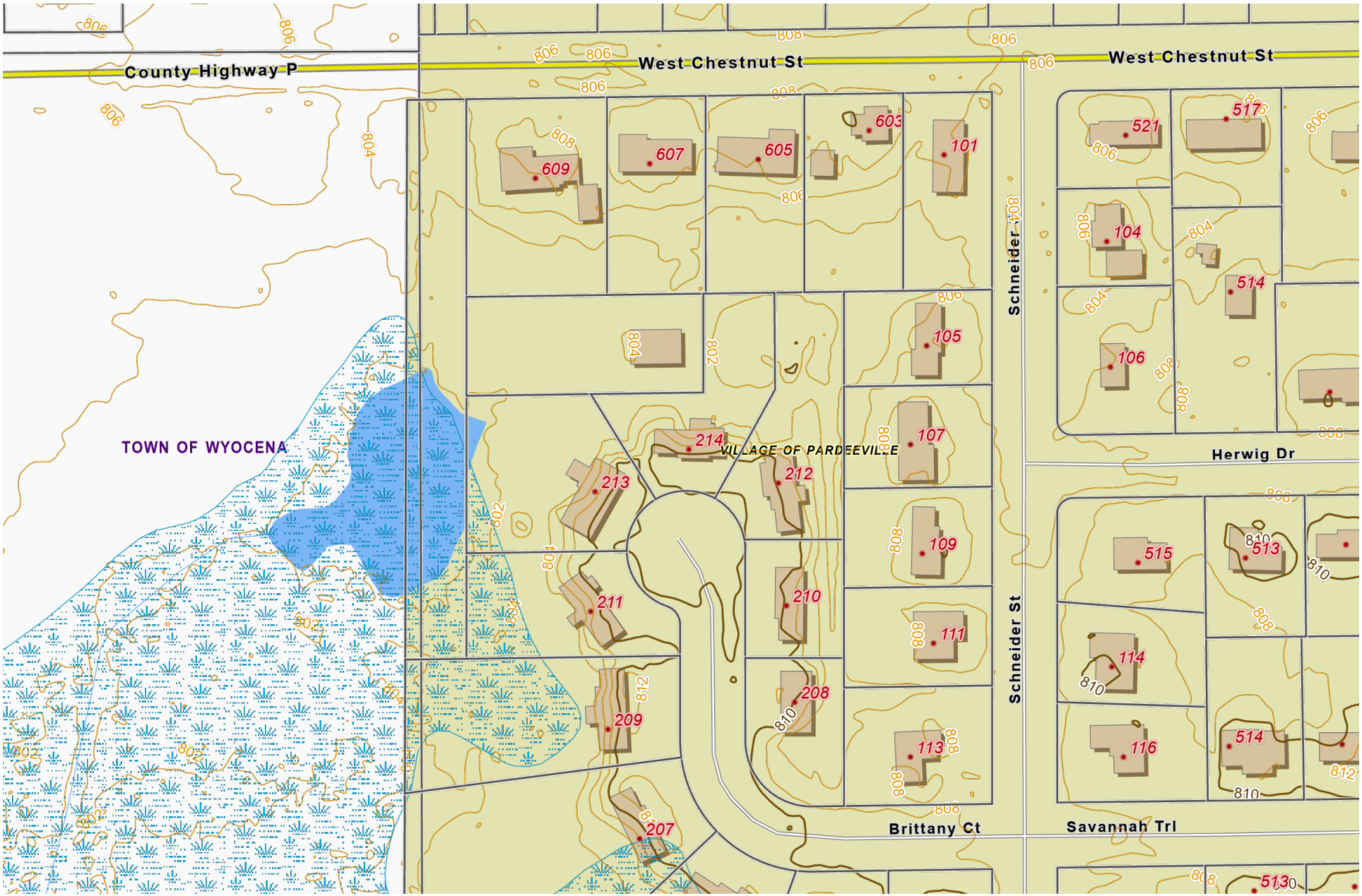
COLUMBIA COUNTY INTERACTIVE MAP

1:750
Columbia County
Land Information Department
July 8, 2025

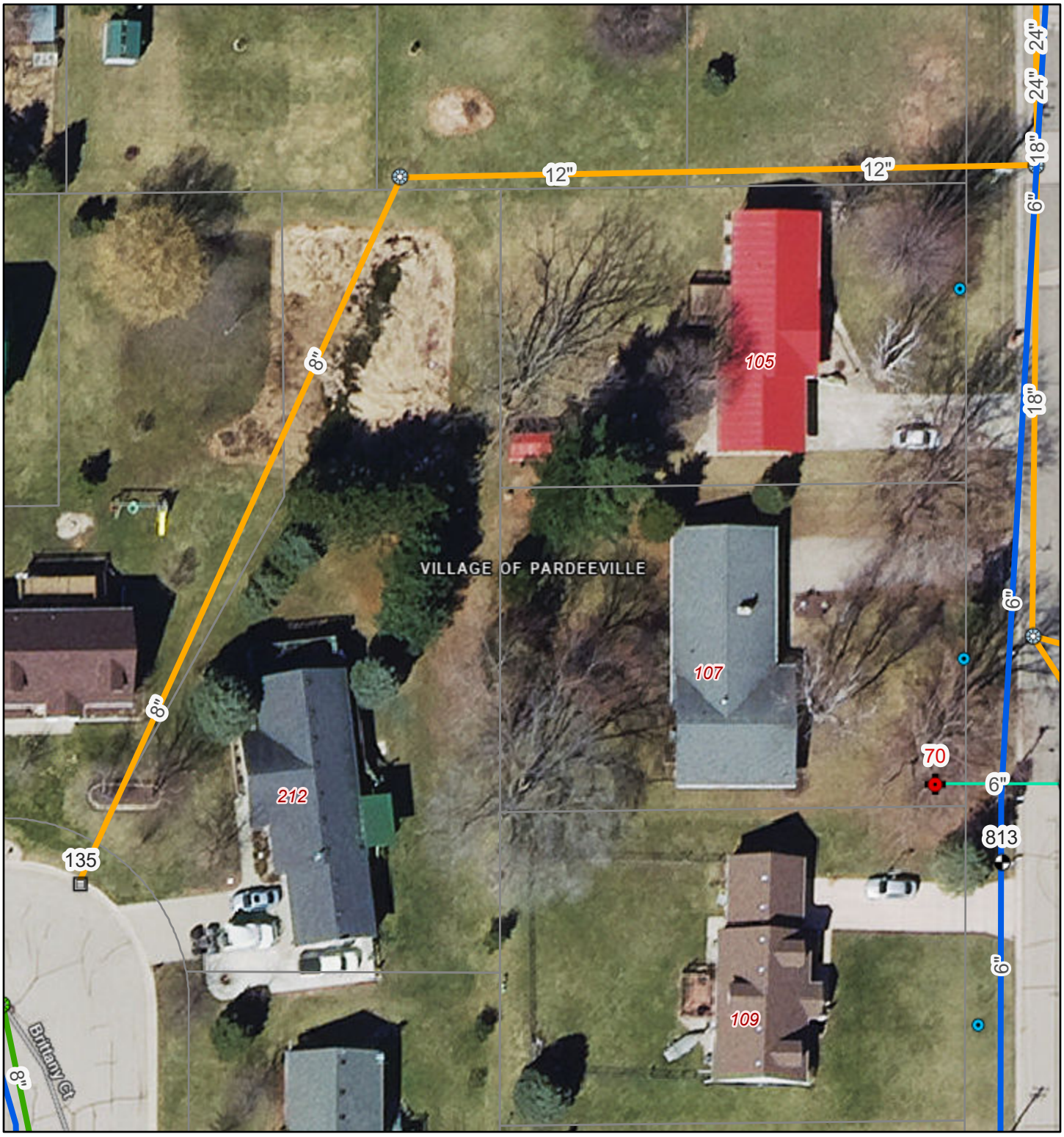


COLUMBIA COUNTY INTERACTIVE MAP

1:1,649
Columbia County
Land Information Department
July 8, 2025



Public Works Viewer Map



7/8/2025, 8:00:36 AM

1:750

0 0 0.01 0.02 mi

0 0.01 0.01 0.02 km

Land Information Department

- Hydrants
- Water Main Valves
- Curb Stop Valves
- Water Mains
- Water Laterals
- Sanitary Sewer Manholes
- Sanitary Gravity Mains
- Storm Inlets
- Storm Manholes
- Storm Mains
- Municipal Boundary
- Pardeeville Parcels (In Village)

Roads

- Local Road, Private Road
- Municipal Boundaries

Columbia_2020_Color

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Electric System Valuation Study

Pardeeville Public Utilities
&
Adams-Columbia Electric Cooperative

July 25, 2025

PREPARED BY:

Rich Macke
VP, Economics, Rates & Business Planning

July 25, 2025

Jon Congdon, General Manager
Adams-Columbia Electric Cooperative
401 E Lake St
Friendship, WI 53934

Subject: Proposed Scope of Work for Electric System Valuation Study

Jon:

As requested, PSE is pleased to provide this proposed Scope of Work to complete an Electric Utility Valuation Study on behalf of Pardeeville Public Utilities (Pardeeville) and Adams-Columbia Electric Cooperative (ACEC). The proposed Study is a unique opportunity for each organization to work together to evaluate the feasibility of a transaction whereby ACEC would operate or acquire the electric system of Pardeeville in a way that is mutually beneficial to each organization, their stakeholders, and citizenry.

If you have questions about the proposed scope, budget, or timeline or would like to discuss any aspect of this proposal, I can be reached at 763-783-5349 or at macker@powersystem.org. Please feel free to share with Pardeeville or its representative(s) as appropriate.

Sincerely,

Rich Macke
VP, Economics, Rates & Business Planning

Table of Contents

1 Proposed Scope of Work....4
1.1 Project Kickoff....4
1.2 Gather Data....4
1.3 Investigate Key Elements of the Cost of Providing Service....5
1.4 Financial Modeling....6
1.5 Economic Valuation....6
1.6 Meeting Facilitation....6
1.7 Presentation of Results and Report....7
1.8 Follow-on Work....7
2 PSE Overview....8
2.1 Company History and Overview....8
3 PSE Project Team....10
4 Cost and Schedule....12

Tables

Table 4.1: Estimated Project Cost....12

Figures

Figure 3.1: PSE Project Team....10

Attachments

Attachment A: Electric System Valuation Study

1 Proposed Scope of Work

The objective of this project is to establish a valuation of the Pardeeville Public Utilities' (Pardeeville) Electric System from the perspective of a specific acquirer; Adams-Columbia Electric Cooperative (ACEC). The purpose of this valuation is to determine a fair market value at which a transaction could occur whereby the Pardeeville Electric System would be acquired by ACEC in a way that would be mutually beneficial.

The Study will include the following:

- Assessment of the condition of the existing electric system serving Pardeeville.
- Estimate of the revenue and expenses associated with ACEC serving Pardeeville.
- Establishment of a fair market value, or values, at which a sale/acquisition could occur.
- Evaluation of the impact of the acquisition on the customers that would be acquired and on the members of ACEC.

The Study would rely heavily upon data and information provided by each organization. In addition, PSE will provide independent evaluations of system condition, integration requirements, and will facilitate various key decisions with both Pardeeville and ACEC on factors that will influence the feasibility and fair market value.

It should also be pointed out, that if at any point a decision is made to not proceed, we will be able to stop work and billing.

1.1 Project Kickoff

Using this proposed Scope of Work as a guideline, PSE will conduct an online or in-person kick-off meeting with Pardeeville and ACEC – separately, combined, or both. Topics will include the Study schedule, further discussion on the scope, team roles, team communications, and deliverables by PSE.

1.2 Gather Data

PSE has prepared a preliminary data request (see Attachment A) that lists data we initially anticipate will be required to complete the Study. We recognize that some of this information may be difficult (perhaps impossible) to obtain in a timely manner or in the format requested. We will use our best efforts to modify our request to accommodate what is available and to work with what we can obtain.

1.3 Investigate Key Elements of the Cost of Providing Service

Power Supply

Investigate various power supply options, which we understand are likely to be a major element of achieving a successful transaction, or perhaps any kind of transaction. The study will investigate terms of Pardeeville's power supply agreement with Alliant Energy along with transmission and/or distribution delivery requirements.

Distribution System Evaluation

Inventory the existing Pardeeville electrical system by major category and including estimated vintage. We expect that this will include a multi-day onsite visit to survey the system, however, the existing system mapping available is not yet known which could affect this task and level of effort. As result of this evaluation, we anticipate developing, 1) a reproduction cost (new), 2) a net reproduction cost (new), 3) an original cost, and 4) net book value for the Pardeeville electrical system.

In addition, this evaluation will allow PSE to facilitate discussion between Pardeeville and ACE regarding system investment needs and schedules. This will include identifying costs of bringing the existing electrical system into conformity with ACEC's system from an operational and design standpoint. The evaluation will include the following:

1. Assess the conditions of the distribution system.
2. Identify any investments that must be made.
3. Investigate the need for and/or desirability of integrating the Pardeeville primary distribution system with ACEC's system.
4. Estimate the cost of any distribution system investments.

Arc Flash Study

As a key element of the study, PSE will conduct an Arc Flash study of the two existing substations. The study will provide the following levels of calculation:

1. High side bus (zone 1)
2. Low side bus
3. Primary distribution
4. Secondary

Additional assumptions:

1. There will be specific calculations for high and low side bus for both substations
2. Use the NESC 410-1 for secondary
3. For primary distribution, 2 second calculations for each feeder recloser/breaker
4. For fuses, rather than site specific calculations, we will provide a table (anything downline of a 65T = X energy, anything downline of a 40T = Y energy, etc).

Retail Rates

1. Identify the current retail rates being charged to customers in Pardeeville, including any automatic adjustments for charges in the cost of purchased power (e.g., PCA).
2. Identify how the retail rates currently being charged by Pardeeville would change as a result in change in power supply as identified above, if at all.
3. Identify ACEC's rates that would be applicable assuming a consolidated system.
4. Compare the rates under various rate phase-in options.

1.4 Financial Modeling

1. PSE will project the gross revenue that would be generated under the various retail and/or wholesale rate scenarios identified in Section 1.3 above.
2. PSE will project the incremental expenses that ACEC, as the acquirer, would experience in serving the existing system at retail (e.g., purchased power, distribution O&M, customer accounting).
3. PSE will project the net revenue (incremental gross revenue loss expenses) that ACEC might expect to realize from acquiring the Pardeeville Electric System and services for at least a 10-year period. The net revenue will be projected in a manner that will identify the Earnings Before Interest Taxes Depreciation and Amortization (EBITDA) of the acquisition.

1.5 Economic Valuation

Based upon the preceding, PSE will suggest a range of valuation estimates representing the fair market value of the electric system. Anticipated approaches include multiple of EBITDA, multiple of P/E, discounted cash flows, and any guidance available from prior transactions that have been approved by the Public Service Commission of Wisconsin.

PSE will compare the alternative valuations with the net book value (i.e., original cost less depreciation) of the plant on the physical assets to determine the acquisition premium that would be associated with the various valuations. This assumes that Pardeeville financial records (i.e., audits) provide the electric assets and associated accumulated depreciations on same. If this information is not available, PSE will provide at least an estimate of the NBV based upon its assessment, any inventory information available, estimated ages, etc.

PSE will also compare the valuation to other market transactions to the extent available.

PSE will estimate the impact of a transaction on the rates paid by existing customers of Pardeeville and the other members of ACEC.

1.6 Meeting Facilitation

In completing the above scope, PSE will facilitate multiple meetings with Pardeeville and ACEC (likelihood of some combined meetings as well). In addition to the kick-off meeting, we expect to

conduct two additional meetings with each organization. We would prefer to conduct the meetings in person, however, can also complete them remote if needed.

1.7 Presentation of Results and Report

PSE will present the results of the Study in person to staff of both Pardeeville and ACEC along with governing bodies of each, if requested and applicable. We will also present the results of the Study in a fully documented written report.

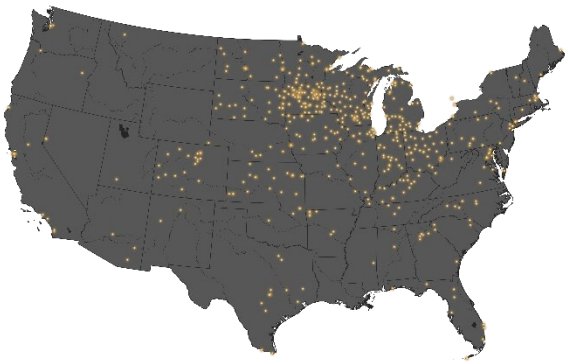
1.8 Follow-on Work

To the extent that it was necessary to make broad assumptions to complete the above tasks due to lack of or inadequate data, time constraints, etc., we will need to go back and refine our analysis. In addition, PSE can assist with are various options for structuring a transaction in terms of lump sum, buyout, franchise fee, community development funds, etc., as might be desired. Because of the uncertainty of this task, it is not included in the proposed cost estimate in Section 4.

2 PSE Overview

2.1 Company History and Overview

History: PSE began in early 1974, establishing an office in Madison, WI, our corporate headquarters, to serve the engineering and technology needs of electric cooperatives. Over the past 51 years, PSE has evolved to become an engineering and consulting firm consisting of a breadth of experienced and professional engineers, economists, and financial analysts with a focus on the electric power and industrial sectors.



Company: PSE is a professional services consulting firm organized as a Subchapter "S" Wisconsin Corporation (TIN 39-1204386). PSE's stock is 100% owned by its employees. The President and other principals of the Company make up PSE's Executive Committee:

- Erik Sonju, P.E. – President
- Richard Macke - Vice President, Economics, Rates, and Business Planning
- Kevin McCutcheon – Vice President, Utility Engineering & Design
- Doug F. Joens, P.E. – Vice President, System Planning and Studies
- Ola Boye, P.E. - Vice President, Renewable Energy Resources
- Roy Duininck, P.E. – Vice President, Power Generation & Industrial Engineering
- Naomi Levesque – Vice President, Business Operations

Employees: Our 100+ employees are the experts behind all the departments listed above. We have developed a broad base of expertise and have substantial capability to help our clients in areas from communication and distribution system automation, system planning and protection, rates and financial studies, supporting IT infrastructure, and system design. Our mission–*WE are solvers, WE are a dedicated partner, WE approach every challenge with a client-first mindset*–shows the commitment we have to our clients and gives them the confidence that our team is motivated to satisfy their needs and represent their interests.

Offices: PSE has offices in Cincinnati, OH; Denver, CO, Madison, WI (headquarters), Marietta, OH; Prinsburg, MN; and St. Paul, MN.

PSE is entirely focused as an independent consultant. PSE is NOT a value-added reseller (VAR) of any software, hardware, or services from any supplier. Our entire business model is based on being an agent, advocate, resource, and technical advisor to our clients.

PSE's Core Values

1. **People**: We foster strong relationships with our clients and colleagues to further the collective well-being of communities through integrity and teamwork.
2. **Problem-solving**: We thrive on the unique challenges that stretch our skills and expertise, where we can turn complex challenges into opportunities for collaborative achievement.
3. **Progress**: We build upon proven approaches, and create safe spaces for experimentation, treating each relationship and project as an opportunity to positively shape the future and drive collective advancement.

PSE's Vision Statement

Working as one to deliver the energy systems and solutions the world needs.

3 PSE Project Team

Listed below is an illustration of the proposed project team, accompanied by short bios of the key personnel. Full resumes are available upon request.

Figure 3.1: PSE Project Team

Richard J. Macke *(Vice President, Economics, Rates, and Business Planning, St. Paul, MN)*

Mr. Macke and his team provide business strategy, economic, cost of service, rate design, merger and acquisition, regulatory, and expert testimony consulting services to PSE clients. Electric utility management and various industry associations frequently request Mr. Macke to speak, write, or participate on various committees concerning distributed generation, policy, and rate design impacts and strategies. Mr. Macke holds an MBA from the Carlson School of Management at the University of Minnesota and serves on PSE's Board of Directors and Executive Committee.

Shaurice Moorman (Manager, Rates and Financial Planning, St. Paul, MN)

Ms. Moorman earned a BS degree in Industrial Administration/Accounting from Iowa State University at Ames, Iowa. Her focus is on performing complex financial analyses, such as rate studies consisting of determination of revenue requirements, cost of service analysis, and rate design. Her other responsibilities include strategic financial forecasting, EV rate design, automatic adjustment mechanisms, line extension and other policy development and evaluation, and other financial analysis for PSE clients. She also has experience with the procurement of CIS/FIS systems.

Heather Andrew. P.E. (Regional Lead System Engineer, Madison, WI)

Ms. Andrew earned a BS degree in Electrical Engineering from University of Wisconsin – Platteville at Platteville, Wisconsin. She has 20 years of experience in the electrical power distribution, transmission, and generation industries. She has worked on projects including tariff and legal agreement administration, NERC reliability standards compliance, generator interconnection, studies, retirement, and surplus processes, transmission and distribution

planning studies, and distributed energy resources. Ms. Andrew is a licensed Professional Engineer in Wisconsin.

Michael Callies (Regional Lead Senior Consultant, St. Paul, MN)

Mr. Callies has over 35 years of experience in the utility industry, working predominantly with rural electric cooperatives and municipal electric utilities. Overall, Mr. Callies provides extensive support in the areas of engineering, operations, and maintenance. In his current role as Regional Lead Senior Consultant, he primarily develops planning studies such as construction work plans, long range plans, and load forecasting. In addition, Mr. Callies designs—and trains others in the design of—overhead and underground distribution lines.

4 Cost and Schedule

The table below provides PSE's price proposal by major Task. This reflects our best estimate based upon the scope described above and our previous efforts in these areas. After more detailed discussion, the scope may need to be expanded or contracted, and a more refined budget can be established.

Table 4.1: Estimated Project Cost

Task	Task Description	Cost Estimate
1.1	Project Kick-Off	$ 3,000
1.2	Gather Data	$ 1,500
1.3	Key Element Investigation	$ 25,000
1.4	Financial Modeling	$ 20,000
1.5	Economic Valuation	$ 7,500
1.6	Meeting Facilitation	$ 8,000
1.7	Present Results and Report	$ 6,000
Total		**$ 71,000**

It is our understanding that there is not a committed or required timeline for the project but that there are ongoing meetings and discussions. PSE pledges to work with each organization to complete this project on a timeline that is mutually agreeable.

Delays/Change Orders: Should the evolution of this project provide for work outside the scope or additional costs, no work would be performed until PSE, ACEC, and Pardeeville approve a Change Order. PSE is responsible for notifying ACEC and Pardeeville of any information ACEC and Pardeeville need to provide to PSE in order to prevent delays within the project. If the project runs longer than anticipated due to events such as client-provided data that is inaccurate or missing, client delays in scheduling or providing data, longer than predicted responses from third-party vendors, or other delays or rework outside of PSE's control, PSE will notify ACEC and Pardeeville to authorize a change in the work, the time of performance, or an adjustment to the cost.

Travel: Only actual expenses would be passed through to the client. Travel costs are defined as air, car rental, lodging, meals, fuel for rental cars, and parking tolls, etc. Air travel is at coach fares, hotels are Marriott or Holiday Inn or similar, and a per diem will be used for meals. Travel shall be during business days only (no weekends). Due to the proximity of our project team members, no air travel is anticipated.

Should any additional travel beyond the proposed trip(s) listed become necessary, no arrangements will be made until approved by PSE and ACEC and Pardeeville.

Optional tasks are not included in the fixed fee labor cost. Should ACEC and Pardeeville desire to include the optional task, please let us know at the time of contract signing.

6 Pine Tree Drive
Suite 350
St. Paul, MN 55112

For more information on our services,
Please visit our website:

www.powersystem.org

or call: **763-755-5122**

Attachment A: Electric System Valuation Study

ACEC

1. Please provide a copy of ACEC's Form 7 for 2024.
2. Please provide a copy of ACEC's current retail rates, including a tabulation of any power cost adjustment (PCA) for each month of 2024 and 2025. Please show how the PCA is calculated.
3. Please provide a copy of ACEC's most recent Construction Work Plan (CWP) and Long-Range Plan (LRP), including the system maps.
4. Please provide a copy of the detail maps in the subject area.
5. Please provide a copy of the ACEC's most recent 10-year financial forecast.

Pardeeville

1. Please provide a copy of Pardeeville's financial statements for 2019 to 2024.
2. Please provide a copy of the electric utility's retail rates, including a tabulation of any purchased power adjustment (PPA) for each month of 2023 and 2024. Please show how the PCA is calculated.
3. Please provide a copy of the most recent distribution planning or capital improvement studies prepared by or for Pardeeville's electric system.
4. Please provide a copy of the distribution system map for Pardeeville's electric system.
5. Please provide nameplate data for the substation transformer(s) serving Pardeeville.
6. Please provide a copy of the monthly purchased power invoices from Alliant Energy/Wisconsin Power and Light to Pardeeville.
7. Please provide hourly load data for 2023 and 2024 for the Pardeeville load. This may be available from Wisconsin Power and Light.

Todd Brown Electric
1727 Mary's Drive
Stevens Point, Wi. 54481
(715) 412-0347
tbehydro@gmail.com

Quote # 072425-1

Pardeeville Hydro Excitation Upgrade

Replace current broken excitation unit on Hydro Dam with new Control Concepts DC Output SCR controller. New excitation enclosure will be mounted above the current metering control panel and controlled from the PLC for auto synchronizing and Power Factor control.

Project Total - $8,850.00

HYDRO SAVINGS 2020

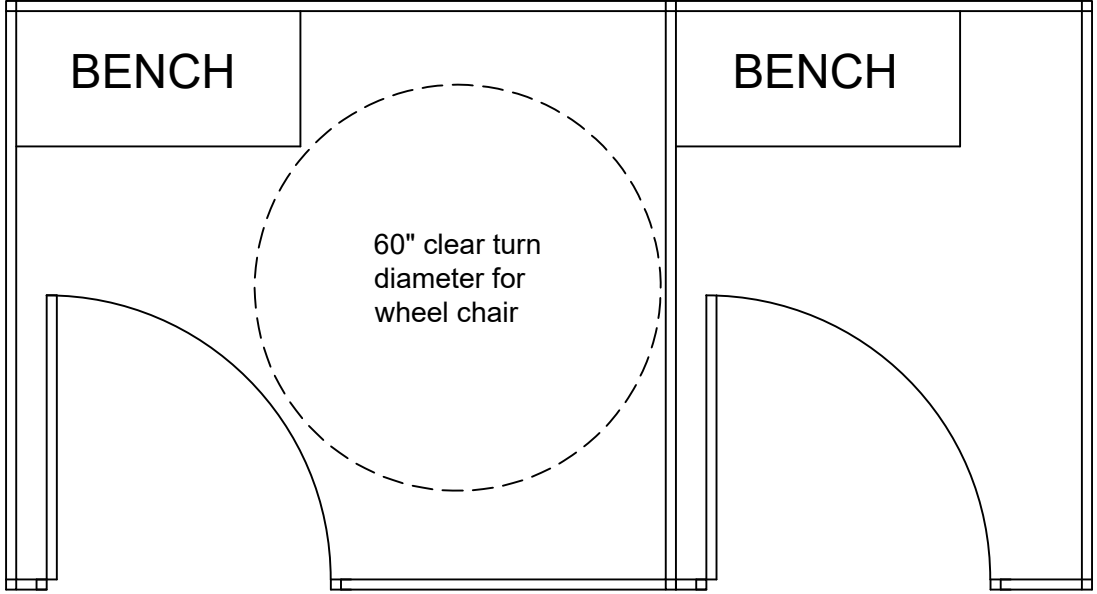
GENERATED ELECTRICITY FROM HYDRO-ELECTRIC GENERATOR								
MONTH	KWHs	ALLIANT MO. AVG.	*MONTHLY SAVINGS	on Peak PEAK DATE	HYDRO ON	PEAK KW	$ PER KW	SAVINGS
JAN	21,280	1,936.48	.091	1/31	Yes	44.0		
FEB	20,560	1,747.60	.085	2/16	Yes	45.7		
MAR	34,560	3,075.84	.089	3/13	Yes	45.4		
APR	31,840	2,801.92	.088	4/19	Yes	47.5		
MAY	20,240	2,266.88	.112	5/02	Yes	47.0		
JUN	4,400	470.80	.107	5/29	NO			
JUL	4,480	448.00	.100	6/27	NO			
AUG	1,120	99.68	.098	7/23	NO			
SEP	2,080	232.96	.112	8/02	NO			
OCT	9,360	1,170	.125	10/2	Yes	45.8		
NOV	9,280	863.04	.093	11/1	NO			
DEC	10,560	1,003.20	.095	12/11	Yes	44.6		
TOTAL	169,760	16,116.40	**$0.00**					

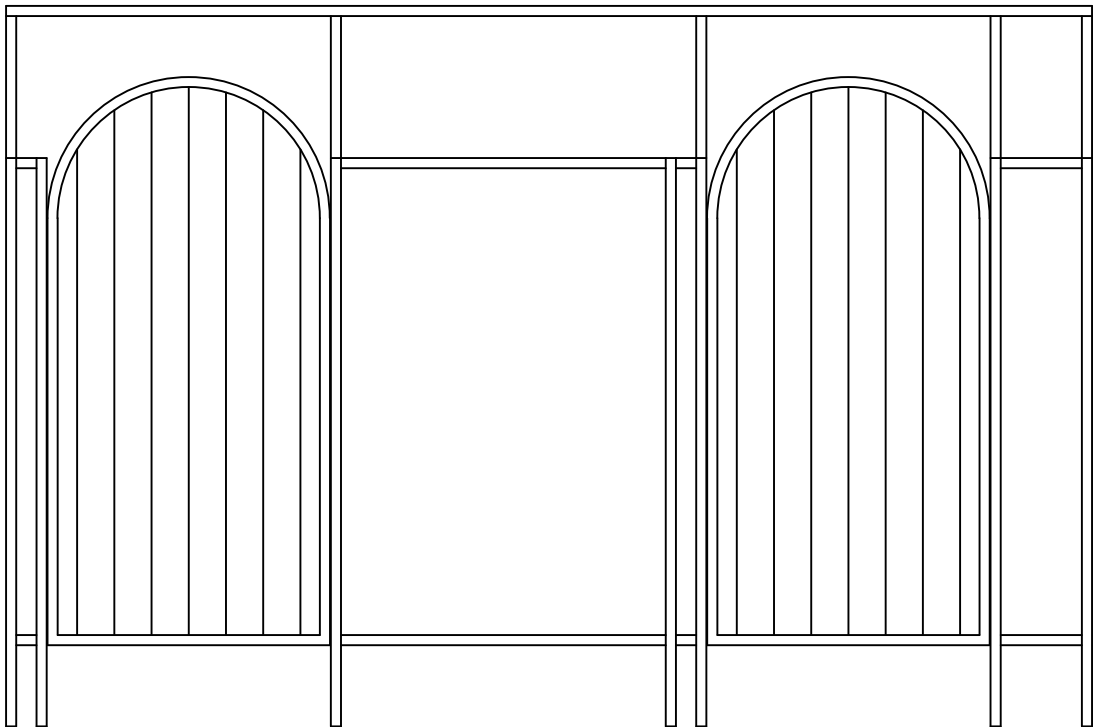
**KWHs x ALLIANT MONTHLY AVG.*

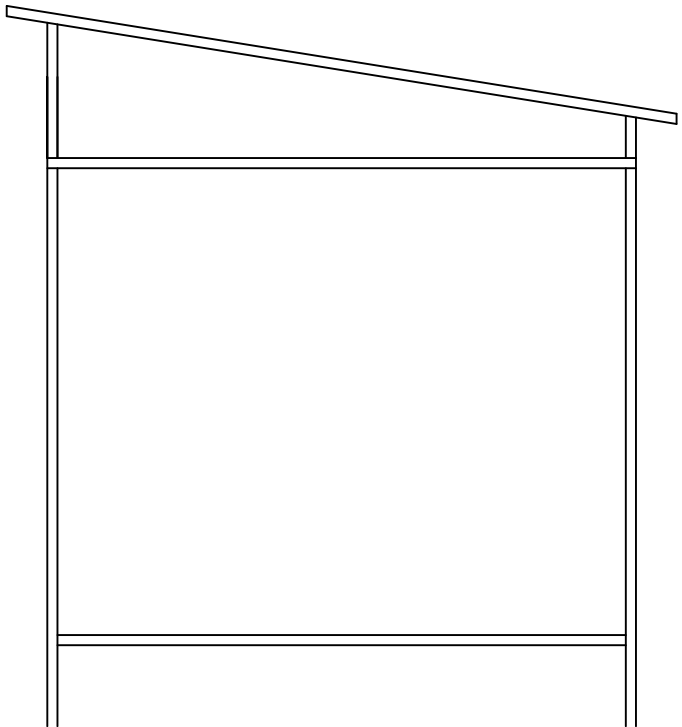
HYDRO SAVINGS 2024

GENERATED ELECTRICITY FROM HYDRO-ELECTRIC GENERATOR								
MONTH	KWHs	ALLIANT MO. AVG.	*MONTHLY SAVINGS	PEAK DATE	HYDRO ON	PEAK KW	$ PER KW	SAVINGS
JAN	13,040	.098	1,277.92					
FEB	17,520	.10	1,752.00					
MAR	14,080	.106	1,492.48					
APR	22,320	.092	2,053.44					
MAY	23,200	.104	2,412.80					
JUN	13,760	.112	1,541.12					
JUL	27,360	.106	2,900.16					
AUG	12,480	.105	1,310.40					
SEP	4,640	.108	501.12					
OCT	2,480	.118	392.64					
NOV	27,840	.111	3,090.24					
DEC	21,680	.099	2,146.32					
TOTAL	200,400		20,770.64 **$0.00**					

**KWHs x ALLIANT MONTHLY AVG.*


BENCH
BENCH
60" clear turn
diameter for
wheel chair





Laramie Renner

From: Village President
Sent: Wednesday, July 30, 2025 10:40 AM
To: Laramie Renner; Julie Reis; Taffy Rodriguez; Victoria Kimbro
Subject: Changing room quote

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon, Angie.

Sorry for the delayed response. I was waiting on some pricing for epoxy and paint. My estimate is around $16,000. If that is within your budget ill get a more refined quote once I get the final pricing for epoxy and paint.

For a little context, the building is approximately 14'x7.5' with a steel frame and fabricated metal panel walls. Both rooms having a bench, pull bar, and hangers. The doors would be a fabricated frame with composite decking panels and come with 1 sided deadbolt with an occupancy indicator. The roof would be metal roofing material with a fabricated steel frame. All fabricated items would be epoxied then painted.

Thank you.
Justin

Get Outlook for iOS

C&D Seamless Gutters, LLC

505 Washington St
Portage WI 53901-2442

Estimate

Date	Estimate #
6/26/2025	

Name / Address
Village Of Pardeeville Mike Babcot 113 Industrial Dr Pardeeville , WI 53954

Project

Description	Qty	Rate	Total
6' K Style Gutters (Color White) Building	379	11.00	4,169.00
3' X 4' Downspouts	173	11.00	1,903.00
6' Miter	4	30.00	120.00
6' K Style Gutters (Color White) Garage	70	11.00	770.00
3' X 4' Downspouts	34	11.00	374.00
This is for the building and detashed garage			

This is Your Estimate Only

Total $7,336.00

PROPOSAL

S "n" S CONSTRUCTION

N710 CTY RD HH • DALTON, WI 53926

DRIVERS PHONE • (920) 484-8901

SUBMITTED TO: Senior Center DATE: _____

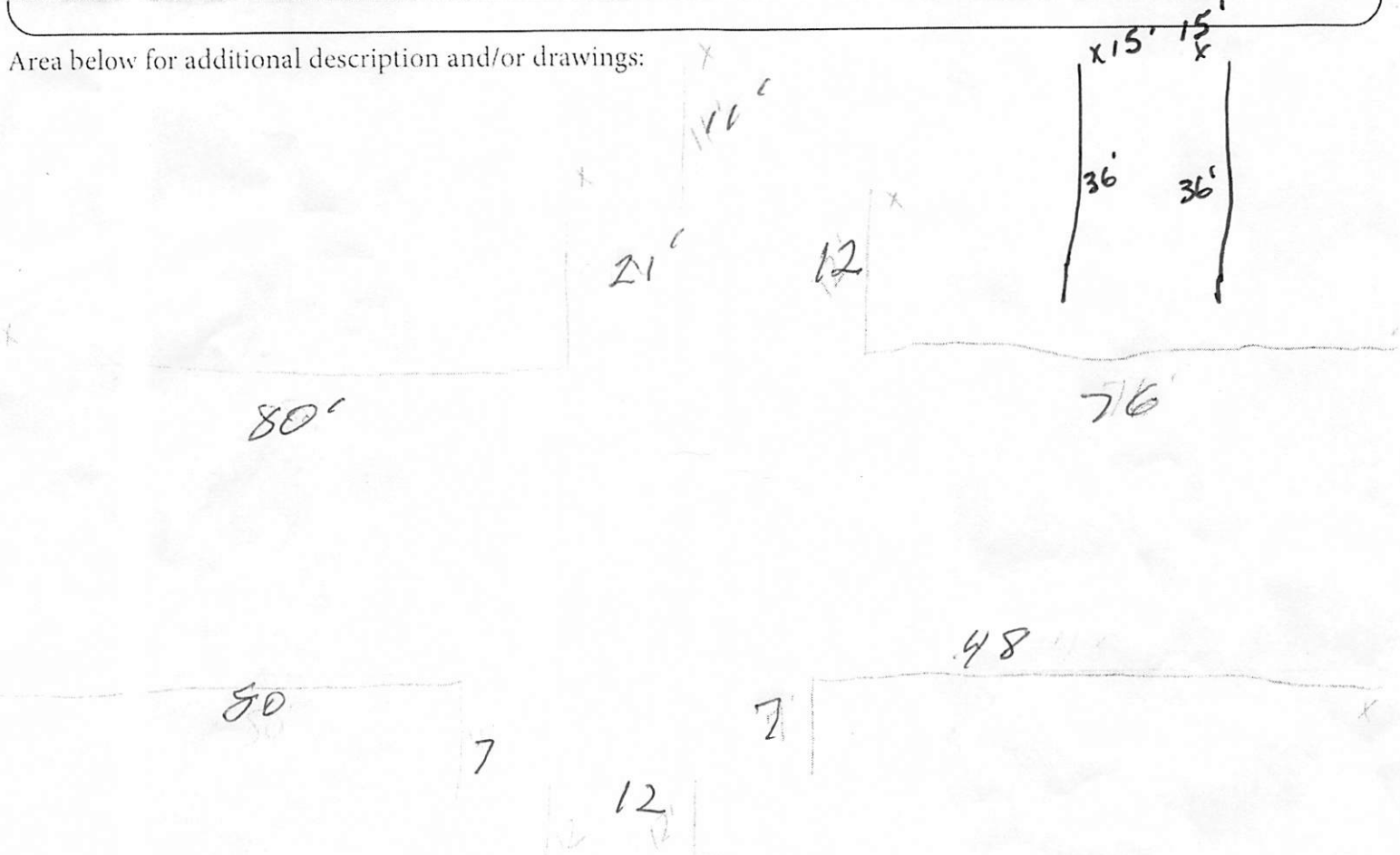
ADDRESS: _____ PHONE: _____

CITY, STATE: _____ JOB SITE PHONE: _____

ADDRESS OF JOB SITE IF DEFFERENT THAN THAT ABOVE: _____

INSTALLATION DATE: _____

Area below for additional description and/or drawings:



ESTIMATE INCLUDES:

All material guaranteed as specified and the above work performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Senior Center $ 5032.00 Garage $ 944.00 Dollars

Terms: Payment to be made as follows: 50% down payment, remainder due upon completion of contract.

ACCEPTANCE OF ESTIMATE:

The above prices, specifications and conditions are satisfactoryand are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined.

Date of Acceptance: _____

Down payment check #: _____ Check Date: _____

Signature: Leonard Schmidt Date: 6-26-25

Signature: _____

Signature: _____

Proline East
3249 County Road G
Oxford, WI 53952
608-586-5396

PARDEEVILLE BEAU
VILLAGE OF PARDEEVILLE

Proposal Number	2025042
Proposal Date	07/21/2025

MAIN ST. & LAKE ST, (1st block)

Pricing

Description	Rate	Qty	Line Total
PARALLEL STALL LINES (white only)	$0.00	106	$0.00
RESTRIPE	$1,300.00	1	$1,300.00

Subtotal	1,300.00
Tax	0.00
Proposal Total (USD)	$1,300.00

Notes

**** REFLECTIVE GLASS BEADS = $570.00 ADDITIONAL****

Terms

*This proposal may be withdrawn if not accepted within 60 days.
*Payment is to be paid in full within 30 days.
*ANY CHANGES WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THIS ESTIMATE.
*Please sign and send back to schedule

PARDEEVILLE BEAU, VILLAGE OF PARDEEVILLE

Laramie Renner

From: Village President
Sent: Thursday, July 31, 2025 6:04 AM
To: Laramie Renner; Taffy Rodriguez; Julie Reis; Victoria Kimbro
Subject: Fw: Playmat mulch de JR's

Follow Up Flag: Follow up
Flag Status: Flagged

Plz add this quote to the "packet"

-Angie

Get Outlook for iOS

From: JR Mulch Sales <jrsmulch@hotmail.com>
Sent: Tuesday, July 22, 2025 8:04 PM
To: Village President <President@villageofpardeeville.net>
Subject: Re: Playmat mulch de JR's

Hi Angie,

We can bring you a semi of 120 yards however, the company we work with is known for overloading. We can do that for 2,970.

Congratulations on your new position !! That's wonderful !!

When would you want this. We just need at least 3 days notice.

Thank you!!
Joann

Sent from iPhone

JR's Mulch
608-692-2275

Hi Angie,

The mulch is 24.75/yard for 130 yards. That's with bringing the semi directly to you. If you need the mulch installed, that would be $18/yd. Our crew is happy to help.

Thank you!
Joann Walton

Sent from iPhone

JR’s Mulch
608-692-2275

Rhyme

PREPARED FOR: VILLAGE OF PARDEEVILLE

PROPOSED SOLUTION

BUSINESS GROWTH PLAN

Rhyme

PROPOSAL OVERVIEW

Throughout our proposal Rhyme will address the following Print Management Objectives:

- ✓ Provide premium customer service and implementation assistance through dedicated account management and technical support.
- ✓ Implement an Auto-Toner Program for all locations of business.
- ✓ Maximize your investment in fleet technology by managing and optimizing standardization, operating costs, business productivity, and environmental impact.
- ✓ Contract with one local partner that provides all hardware, service, and support.

Sincerely,

Barry Blankenberg

Client Manager
Rhyme

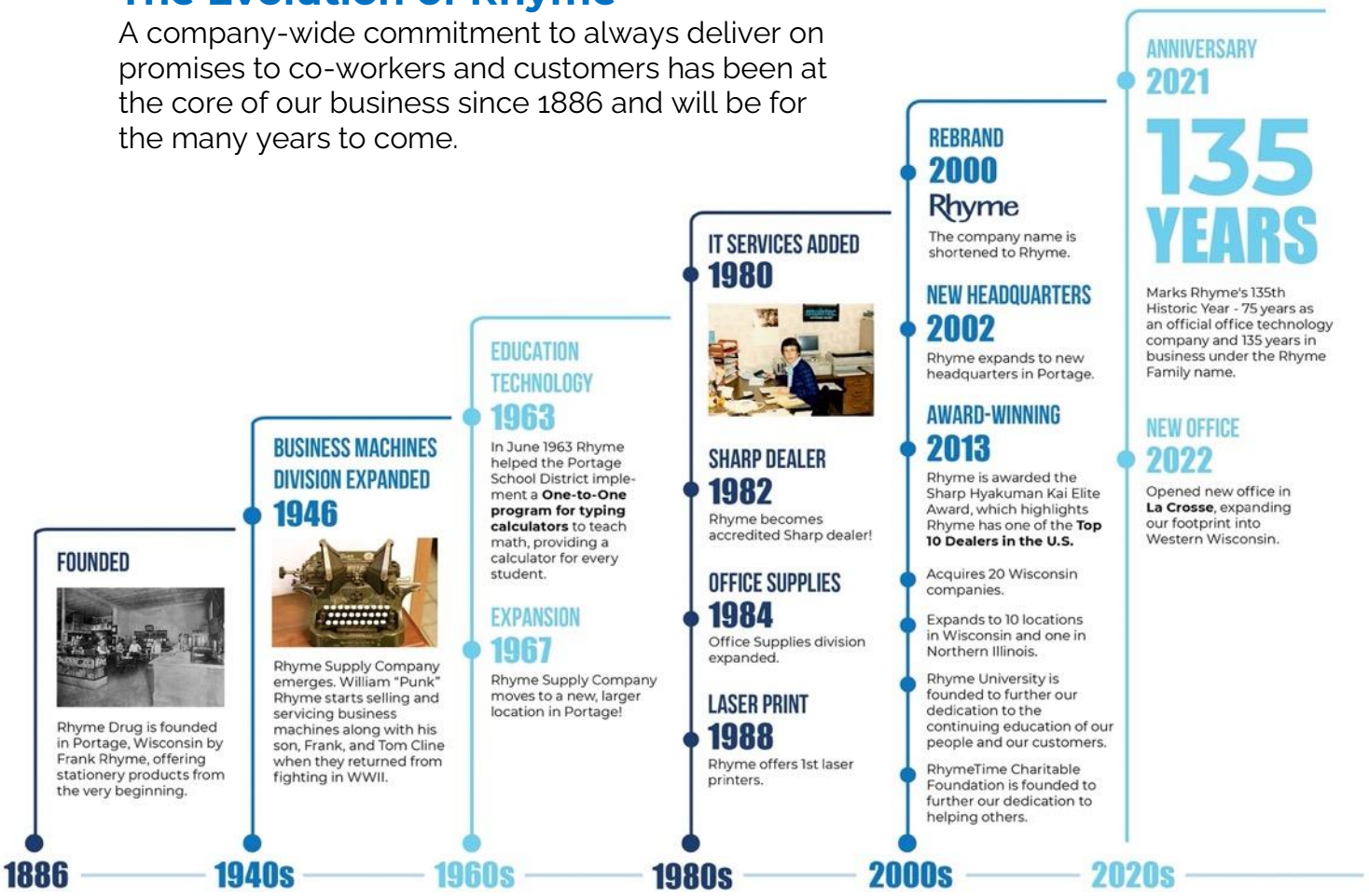
P (800) 362-4333
E info@rhymebiz.com

www.rhymebiz.com

RHYME **HISTORY**

The Evolution of Rhyme

A company-wide commitment to always deliver on promises to co-workers and customers has been at the core of our business since 1886 and will be for the many years to come.



Rhyme is a business founded on integrity and a commitment to always deliver on its promises, to co-workers and our customers. This company wide commitment has been at the core of our business for 135 years and will continue for the next 135. We are committed to making our communities better through quality service to the people we serve, and charitable work through volunteering and donations.

We understand the importance of providing an enjoyable customer experience each and every time.

Rhyme

ABOUT **RHYME**

Midwest Footprint

Rhyme is conveniently located throughout Wisconsin and Illinois, with 11 local offices to serve our clients.

National Major Account Program (NMAP)

Rhyme can provide your company with nationwide coverage across the United States. With our local and national partnership, you will get the best of both worlds.

- ✓ A single point of contact for all your purchasing and service needs
- ✓ 24/7 online fleet management access
- ✓ Custom billing based on your company's needs
- ✓ Much more

Rhyme goes above and beyond to ensure your interactions with our delivery, administrative, service, sales and management teams are satisfactory.

RHYME VALUES

- **INTEGRITY**
  DO THE RIGHT THING NO MATTER WHAT.
- **TEAM PLAYER**
  LIFT EACH OTHER UP.
- **EXCELLENCE**
  BELIEVE IN WHAT YOU DO AND BE THE BEST AT IT.
- **GROWTH DRIVEN**
  SET HIGH STANDARDS AND RAISE THEM HIGHER.
- **COMPASSIONATE**
  CARE FOR PEOPLE AND OUR COMMUNITIES.

RHYME **TIME**

Every year Rhyme awards scholarships to students affected by cancer. The reason we chose **Rhyme "Time"** is because time is our most valued asset, and we cherish the time we've been given to help others.

Rhyme donates time, money, and resources to organizations like the United Way and many of their agencies (YWCA, Boys & Girls Club, Big Brothers Big Sisters), and countless other local non-profits, so you can feel good that a portion of your purchase goes back to the community.

CHARITABLE CONTRUBUTIONS

Lee Lake Polar Plunge	22 Years involved & over $400K Raised.
Product Donations	Tech, Furniture & Supplies donated to non-profits.
Employee Volunteering	Countless hours volunteered at events.

Our annual fundraiser, the Steve Ennis Memorial Golf Classic, raises funds for the Rhyme Time Scholarship Charitable Foundation. In honor of two men who always represented hard work, determination, optimism, and ***"making every day count".***

Rhyme Time

$105,000

AWARDED TO GRADUATING SENIORS AFFECTED BY CANCER

81

SCHOLARSHIPS GIVEN IN 13-YEARS

Rhyme

OUR OFFERINGS

MANAGED PRINT

Xerox Accredited Partner

Optimize your printing resources, regardless of manufacturer and reduce your operating costs—cost-per-print, routine maintenance, and service—by up to 30%.

MANAGED IT

Rhyme Managed IT Services

Managing your own in-house staff can be costly. Rhyme Managed IT eliminates the need to have an IT person on staff – we are your IT support. Call us for a free assessment today!

DOCUMENT IMAGING

Devices You Can Count On

Rhyme has partnered with ***HP, KIP, Kyocera, Lexmark, Sharp,*** and ***Xerox*** to provide our customers with the highest level of service and support. Rhyme offers a variety of products for government agencies, healthcare facilities and educational institutions.

CLOUD TELECOM

Cloud-based Business Phone Systems

Rhyme offers a cloud-based communications solution that combines the benefits of an On-Premise phone system with the technology features of the Cloud, designed to tackle the ever-changing business world.

ADDITIONAL SERVICES

Custom Furniture

- Choose from over 4,500 items with next-day delivery
- Special orders available
- Affordable & on-time delivery and installation.

Janitorial & Sanitation

- Air Cleaners & Fans
- Humidifiers & Heaters
- First Aid & Health Supplies
- Personal Hygiene Products
- Floor & Carpet Care
- Hardware Tools & Accessories

Office Products

- 400+ Industry's Top Manufacturers
- Everyday Low Prices
- Fast & Accurate Delivery
- Convenient ordering supplies all with one vendor!

Break Room Supplies

- Over 6,500 products!
- Coffee & Filters
- Towel Dispensers & Tissue Paper
- Beverages & Beverage Dispensers
- Cutlery

HOW WE WORK

CLIENT PROFILE

We spend unlimited time developing an understanding of your organization's goals and processes to work towards a solution for your business.

COLLABORATE

We collaborate and co-author a solution at multiple meetings – we work to leverage your current investment by enhancing what is already working well for you.

PRESENT BUSINESS PLAN

We present our findings and want your feedback – it doesn't have to be right the first time – Any changes will be made so the final plan is exactly what you want.

IMPLEMENTATION

We will always create a plan so that day-of install is seamless and smooth. We ensure everything is as promised and the results are exactly what you intended.

CONTINUOUS TRAINING

We offer everything from basic overviews to advanced functionality trainings, putting the necessary knowledge and power in everyday users' hands.

FOLLOW-UP/IMPROVE

90 days after the install we send out a survey for you to grade our performance. After that, we have an open line of communication to improve all aspects of the relationship.

CLIENT REVIEW

We schedule regular client reviews – monthly, quarterly, annually – whatever works best for you. This proactive approach ensures optimal performance for your business.

Rhyme

AUTO TONER REPLENISHMENT PROGRAM

A two-way communication between your equipment and our customer service team.

- ✓ Eliminate excess in-house supply inventory.
- ✓ Reduce time and effort. You're busy as is. Why should you have to worry about your printers running out of toner?
- ✓ It's easy to implement. We start shipping when your printer lets us know it's ready!
- ✓ It's flexible. It can work with multiple manufacturers and models.
- ✓ No contracts required – You can start this service anytime!

PROACTIVE SERVICE

We use software that allows our machines to communicate with our Dispatching team 24/7 allowing us to dispatch service calls proactively rather than waiting for you to call us.

Once our technicians are onsite, they are to never worry about parts costs, their main goal is to fix the issue the first time and also do complete preventative maintenance checks and parts replacements while they are there, maximizing uptime and performance.

STRONG PARTNERSHIPS

We are very careful about who we choose to partner with, and only work with those who provide the necessary resources to allow us to provide top-level support. Rhyme has partnered with Sharp for over 35 years and are recognized as one of their Hyakuman Kai Elite Providers (Top 10 in the nation).

PROPOSED SOLUTION

Model	QTY	Description
Sharp BP70C45	1	**45 ppm Color/Mono MFP (Print, Copy, Scan, Fax) 4-550 sheet paper trays, 100 sheet multi-purpose tray, 300 sheet dual scan document feeder, 50 sheet stapling inner finisher**

Current Monthly Spend: $445.37

Purchase Price: $8,495.00

Monthly Lease + Maintenance Cost: $399.97 ($45.40-10% Reduction)

Monthly payment includes 2,250 mono & 4,000 color pages, equipment, service, and supplies, (excluding paper). Overages Billed Quarterly

60 Month Muni

Mono Overage Rates: $0.0079
Color Overage Rates: $0.049

ALL-INCLUSIVE PRICING

Our all-inclusive plans include the following at no additional cost:

- ✓ Help Desk & End-User Training
- ✓ Delivery & Installation
- ✓ Service & Toner Package

Rhyme

SERVICE EXCELLENCE

Rhyme has been recognized as a AAA Platinum Level Service Provider. This program recognizes service organizations for exceeding performance benchmarks and implementing industry best practices. We are among only 19 of 550 total dealers who have earned the AAA distinction.

Commitment To Training

→ All Rhyme technicians are required to go direct to manufacturer training facilities around the country to get their training and certification before they service a machine.

→ Achievement of Gold Level Certification for all technicians in your organization

→ Minimum of two (2) Technicians certified on all current models for each sales office

→ Minimum of one (1) each of the following: CompTIA PDI+ and CompTIA Net+ certified technicians

Service Level Agreements

→ Maximum of four (4) Hour On-site Response Time for down equipment

→ Next-day Loaner machines in the event of catastrophic failures

→ Follow all Preventative Maintenance guidelines

→ Practice written Total Call procedures to maximize mean copies between visits

Our department's average tenure with Rhyme is over seven years and average tenure within this industry is over 20 years.

Third Party Validation

→ We validate our excellence by contracting a 3rd party company to benchmark all our service data against the top dealers in the United States every month. Rhyme has consistently ranked in the top 10, and #1 in the key categories of: first call efficiency (FCE) and copies/prints between service calls.

Customer Centric

→ We bonus our people according to how well your machines are running to make sure you're getting what you pay for and more. We are proud to have a customer-focused service department that provides years of worry-free productivity.

93.3% 2021 NET PROMOTER SCORE

Here at Rhyme, we have a system that allows us to capture feedback after every service call. We use the Net Promoter Score (NPS) system to measure client satisfaction.

RHYME DEVICE MANAGEMENT (RDM)

RDM simplifies meter collection, billing, supplies, and service delivery, enabling an exceptional customer service experience.

Rhyme utilizes a secure, cloud-based proactive supplies and service platform to drive organizational efficiency. With total control of your fleet, together we can reach new levels of business growth.

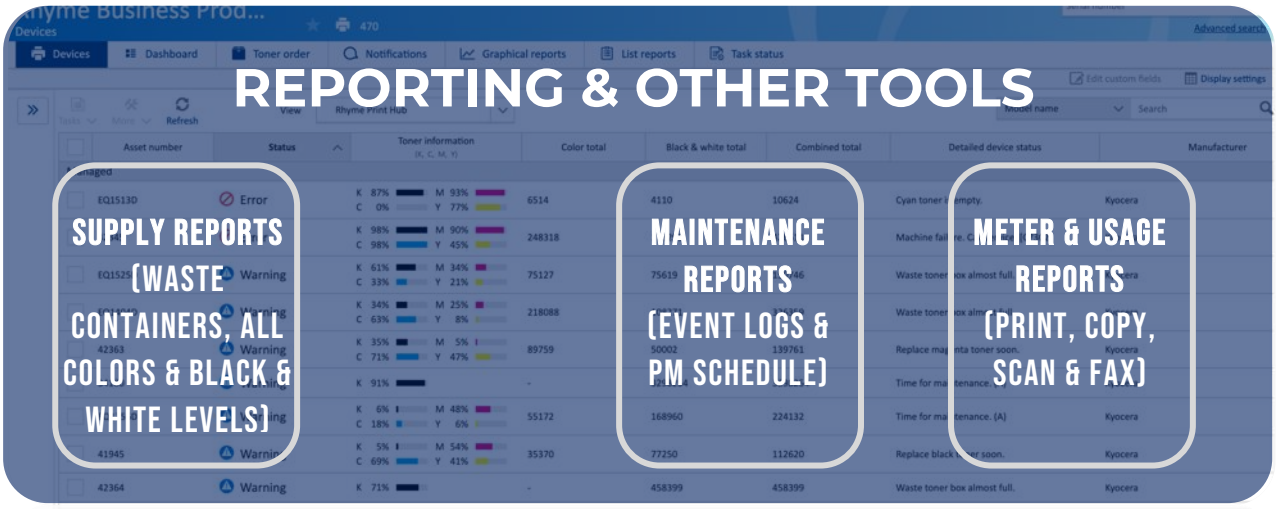
SUPPLIES

- ✓ Eliminate excess in-house supply with just-in-time inventory.
- ✓ Reduce time and effort. You're busy as it is.
- ✓ It's easy to implement. We start shipping when your printer lets us know it's ready!
- ✓ It's flexible. It can work with multiple manufacturers and models, no problem.

SERVICE

- ✓ Receive alerts on error and maintenance codes.
- ✓ Identify required parts for onsite service call.
- ✓ Access to device webpage to review data and adjust settings if needed.
- ✓ Assists with call avoidance.
- ✓ Increased first call efficiency.
- ✓ Firmware updates are monitored.

Our solution allows us to manage all manufacturers, over 25,000 different models in fact, so if you have a diverse print fleet, we can manage it. Our Hub is a powerful tool, offering data collection, supply triggered alerts, automated supplies fulfilment, and comprehensive reporting in real-time.



THANK YOU

REACH NEW HEIGHTS IN YOUR BUSINESS

Rhyme

11 Locations Across Wisconsin and Illinois

P: (800) 362-4333
E: info@rhymebiz.com

www.rhymebiz.com

SHARP

ADVANCED SERIES COLOR DOCUMENT SYSTEMS

simply smarter

BP-70C31
BP-70C36
BP-70C45

SHARP CR 5.0 CONTROLLER PLATFORM
DEVICE PENETRATION
KEYPOINT INTELLIGENCE
2024 - 2026
SECURITY VALIDATION
TESTED

The Color Advanced Series from Sharp.

Taking organizations to the future of business communication by helping them work simply smarter.

Designed to fit today's diverse workstyles, the Advanced Series color document systems enable workers to collaborate and share information seamlessly and securely throughout their office environment. Enhanced cloud services such as Microsoft Teams makes it easy to streamline communication and boost productivity with hybrid workers.

Easy-to-use Touchscreen

The easy-to-use Sharp touchscreen display is built on an award-winning design and delivers an accurate, responsive user experience, imperative for today's sophisticated workflows.

Technology Focused on Efficiency

The Advanced Series leverages the latest technology to help users get their work done with ease and efficiency. Innovative features like multi-feed scan detection and enhanced auto skew correction ensure jobs come out right the first time, every time.

Versatile Application Integration

Maximize productivity and collaboration with easy access to expanded cloud services, quickly connect with mobile devices to print and scan files, even utilize touchless operation with the Sharp Synappx Go app.

Leading Security

In today's hybrid working environments its vital to protect endpoint devices from security threats, that is why the Advanced Series uses the latest security technology to help ensure your data remains safe.

Flexible Sleek Design

Elegant cabinet design with easy-roll casters, soft-close paper drawers and contemporary color scheme make the Advanced Series a perfect fit for any office environment.

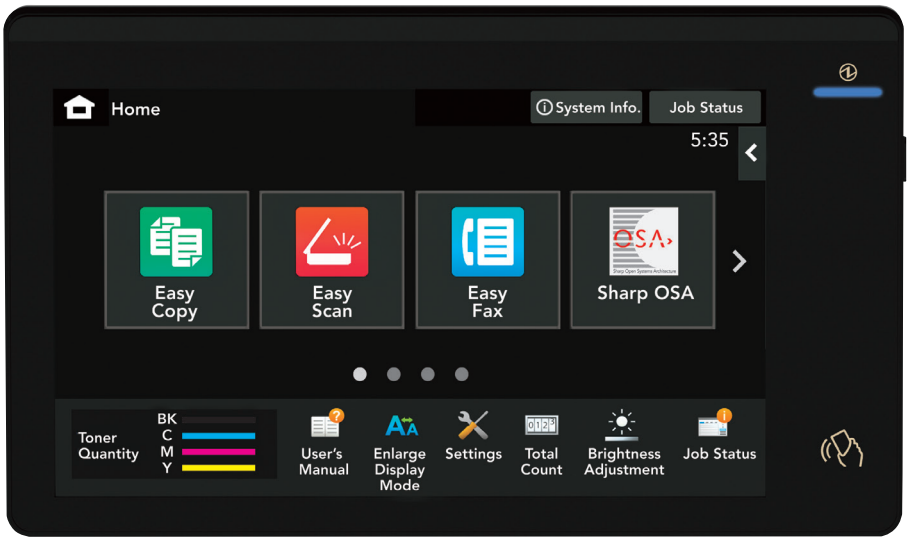
Smart features that enhance productivity and efficiency.

Streamlined workflows that are safe, secure and fit today's diverse work styles.

Work more efficiently

Collaborate better with colleagues

Secure your document workflows

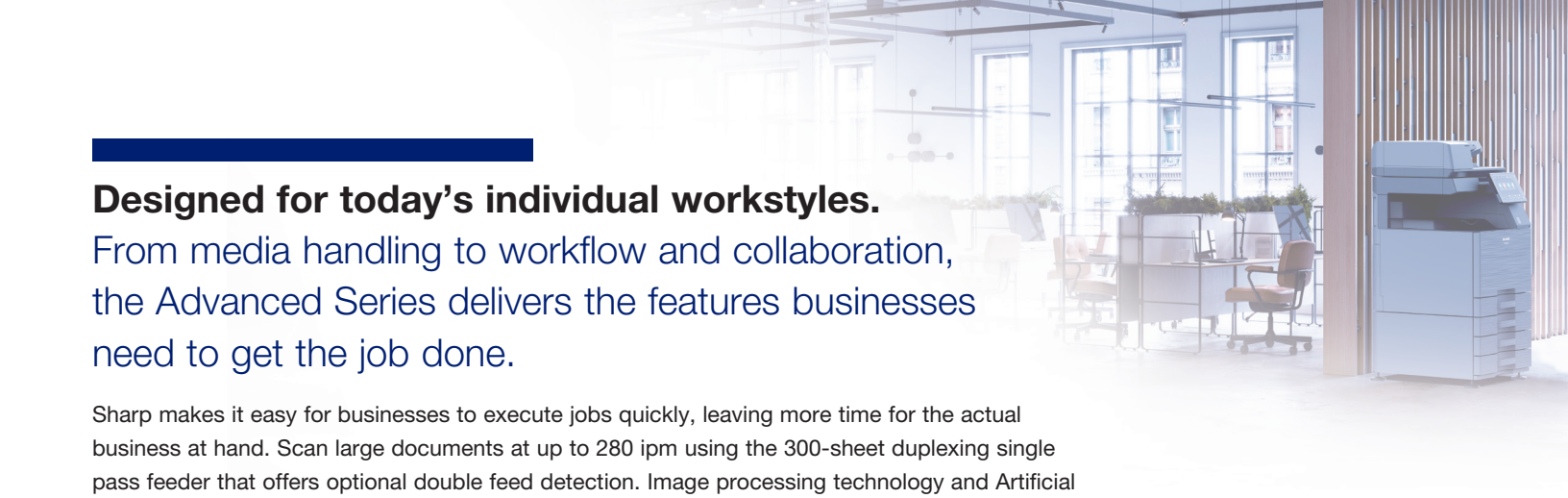


10.1" (diagonally measured) customizable touchscreen display.

BP-70C45 shown with Inner Folding Right Side Exit Tray and 2-drawer Paper Deck.

Built-in retractable keyboard for convenient data entry.

- **300-sheet duplexing** single-pass feeder offers double feed detection and scans up to 280 images per minute.
- Flexible paper handling supports **media up to 300 gsm**, allowing users to print on a wide variety of paper stock or media.
- New Inner Folding Unit option offers a **variety of fold patterns**, including tri-fold, z-fold and others.
- **Smart controller design** ensures MFP firmware is up to date by periodically checking for updates.
- Built-in **walk-up motion sensor** automatically detects approaching users immediately wakes the machine, making it ready for use within seconds.
- **ENERGY STAR® 3.0 certified** and offers among the lowest standby power consumption in the category.
- Built-in **retractable keyboard** simplifies email address and subject line entries
- **Enhanced touchscreen** delivers an accurate, responsive user experience and provides easy access to features.
- Collaborate with hybrid workers using **popular cloud services**, such as Microsoft Teams, Google Drive™, Dropbox and others.
- Strong, **multi-layered security** such as system integrity check at startup, firmware attack prevention and optional Bitdefender antivirus to help protect your data.
- Supports native **Universal Print from Microsoft**, enabling businesses to easily adapt to this popular cloud service.
- Pantone Licensing on these models offers unprecedented levels of color fidelity with the **PANTONE MATCHING SYSTEM®**.
- **Sharp OSA® Technology** provides a secure and intuitive user experience for integrated workflows.



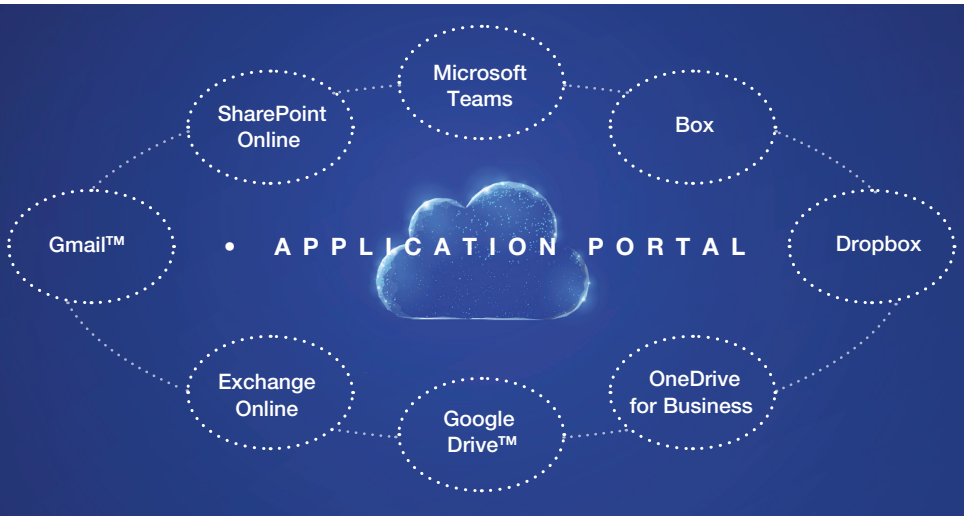
Designed for today's individual workstyles.

From media handling to workflow and collaboration, the Advanced Series delivers the features businesses need to get the job done.

Sharp makes it easy for businesses to execute jobs quickly, leaving more time for the actual business at hand. Scan large documents at up to 280 ipm using the 300-sheet duplexing single pass feeder that offers optional double feed detection. Image processing technology and Artificial Intelligence (AI) can automatically adjust resolution, compression as well as detect original size and adjust for skewed documents when scanning. The award-winning, tablet style touchscreen delivers an accurate, responsive experience, while menu-driven Easy Modes offer fast, simple operation enabling users to get their copying and scanning tasks done in less time.

Print and Share Documents Easily

Seamlessly collaborate with colleagues even when they are working remotely. With **Cloud Connect**, businesses gain access to popular cloud services including Microsoft Teams, Google Drive, and others. The Sharp Application Portal makes it easy for administrators to add new apps and update existing apps right from the MFP touchscreen.



Integrate with Email Applications

In addition to native capability, the **Email Connect** feature enables seamless scan-to-email integration with Microsoft Exchange/365 and Gmail™ user accounts, making it easy to identify the sender of scanned files.

Intelligent Image Processing

Scan documents to popular file formats including Microsoft Word, PowerPoint and Excel, as well as Searchable PDF, Encrypted PDF and others. Direct Print the same file types from thumb drives, cloud applications and mobile devices.* **Adobe Embedded Print Engine** direct prints PDF files with greater speed and rendering accuracy.

Flexible Printing Solutions

PCL 6 and Adobe PostScript 3 printing helps users speed through their work. The 256 GB solid state drive processes jobs quickly. **Serverless Print Release** enables users to print a job and release it from up to eight supported models. Native Universal Print from Microsoft eliminates the need for on-premises infrastructure, and enables IT to manage printers directly through a centralized portal.

PANTONE Digital Color

**This function is enabled via Qualcomm DirectOffice technology.*

Smart · Connected · Secure

Integrating technology and functionality.

The Color Advanced Series document systems provide unsurpassed performance that simply adapts to your business needs.

Duplexing Single Pass Feeder (DSPF)
300-sheet document feeder scans both sides of a document in a single pass and scans up to 280 images per minute.

Smart Scan
Image processing technology and AI can automatically adjust resolution, compression, as well as detect original size and adjust for skew.

Smart Touchscreen
Enhanced touchscreen is easy to use and delivers the responsiveness and accuracy users expect.

Walk-up Motion Sensor
Detects walk-up users and wakes the machine from sleep mode, making it ready for use within seconds.

Built-in Retractable Keyboard
Full-size QWERTY keyboard enables easy data entry.

Touchless Operation
Scan, Copy and Print Release with award-winning Synappx Go app.

Exceptional Image Quality
1,200 x 1,200 dpi resolution delivers razor-sharp text and graphics.

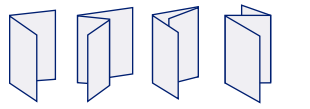
Advanced Multi-layer Security
Leading security features plus optional Bitdefender antivirus provide enhanced protection against network intrusions.

Microsoft Friendly
Native integration with Universal Print and Microsoft Teams simplifies workflow and enhances collaboration.

Easy Access to Cloud Services
Print and scan documents to popular cloud applications.

Wireless Networking
5 GHz Wi-Fi technology and WPA3™ encryption deliver fast, reliable data that helps provide strong protection from hackers.

Advanced Finishing
Sharp gives you a variety of high-performance finishers to choose from to help complete the job on time. New inner folding unit option offers four popular folding patterns.



Sharp Color Consistency System
Advanced auto-calibration helps ensure color output is always at peak performance.

Flexible Paper Handling
Feed up to 300 gsm media through the paper drawers and supports up to 12" x 18" output size.

Large Capacity Cassette
Available large capacity cassette offers an additional 3,000-sheet capacity for a maximum on-line paper capacity of 6,300 sheets.

Collaborate on-the-go with quick access to mobile devices.

The Advanced Series makes it easy to share data with tablets and smartphones even in busy office environments.

Print with Popular Mobile Technologies

The Advanced Series supports printing using popular mobile technologies such as Apple AirPrint, and Android printing with the Sharp Print Service plug-in.

Advanced Wireless Networking

Print directly to the MFP from mobile devices without interfering with the corporate network! 5 GHz technology and WPA3™ Encryption deliver fast, reliable data that is well protected from malicious intruders.

Touchless Operation with Synappx Go

With the Synappx Go app, its easy to email or copy documents remotely. Simply tap the touchscreen with your smartphone. Get extended remote features such as print release, scan/print from cloud services, and display collaboration by upgrading to a subscription version.

Scan and Print with Sharpdesk Mobile

With Sharpdesk Mobile, a free downloadable app for most mobile devices, users can quickly scan and print files from tablets and smartphones.[1]

Centralized device management helps ensure optimal uptime.

Seamlessly connect technology and drive collaboration with easy access solutions.

Seamless Device Management

On premises, Sharp Remote Device Manager (SRDM) simplifies device monitoring and management. Event-driven alerts help maximize uptime. SRDM also offers centrally managed security settings, pre-configured driver distribution, energy save settings and more. SRDM is available as a free download.[1]

Unified Cloud-based Monitoring and Management

Synappx Manage cloud service enables IT administrators and service providers to remotely manage Sharp MFPs and displays from a single portal.[2] Proactive monitoring and remediation helps minimize administrator burden, as well as provide insight for optimized investments.

[1] *Go to www.sharpusa.com for a list of supported equipment and operating systems.*

[2] *Synappx Manage available 2024.*

Multi-layer security features to help businesses stay a step ahead of hackers.

The Advanced Series utilizes leading security technology to help organizations protect their data and meet regulatory requirements.

BIOS Integrity Check at Startup
Helps protect system files from malware attacks.

Trusted Platform Module (TPM 2.0)
Provides an added layer of protection to safeguard your data.

Firmware Attack Prevention
Checks for abnormal firmware at startup and can restore the original.

End-of-Lease Data Erase
Can protect privacy by deleting all data and personal information at trade-in time.

Application Whitelisting
Prevents unauthorized files and applications from being loaded.

TLS 1.3 Encryption
Prevents eavesdropping while data is in transit.

Real-time Intrusion Detection
Detects abnormal connection requests and denies access.

Optional Bitdefender Antivirus
Provides comprehensive protection from virus threats.

- **Active Directory (AD) Integration** Enables the MFP to join the network domain as a computer, making it a trusted device.
- **Supports AD Group Policy** Allows administrators to centrally manage select security settings and enforce their own policy.
- **256-bit AES Encryption** Ensures data that resides on the local drive is protected.
- **Protects Access to the Device** IP/MAC address filtering, 802.1x authentication and port control protect access to the device.
- **Protects Data in Transit** IPsec and SMB 3.1.1 protocols, as well as TLS 1.3 use data encryption to protect data.
- **WPA3™ Wi-Fi Encryption** Supports the latest data encryption standard for wireless networking security.
- **Authority Groups** Enables administrators to define various groups for different users, which can limit or restrict access to specific features.
- **Optional Data Security Kit** Offers expanded security functions and restricted access features for highly sensitive environments.

Environmental Commitment

Sharp is committed to environmental sustainability and corporate responsibility.

A Responsible Approach to Design

Sharp MFPs adhere to the Sharp Corporation Green Products Guidelines, which requires designing products that consume less power, use recycled materials and reduce materials used in packaging.

Toner Recycling Program

Sharp offers zero-waste-to-landfill recycling for Sharp consumables at no cost to our customers and encourages them to recycle their Sharp toner cartridges by providing them with a pre-paid recycling kit for return to our facility.

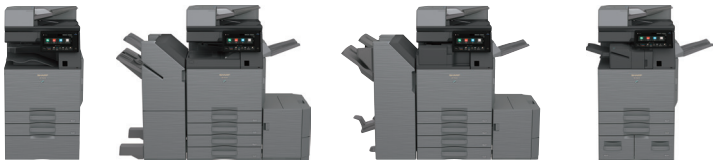
Environmental Commitment

The Sharp Advanced Series models are ENERGY STAR® 3.0 qualified and RoHS compliant. These products also have one of the lowest TEC values in their category as well as one of the lowest stand-by power consumption ratings. Sharp MFPs are EPEAT® registered.

For more information about Sharp environmental leadership including information about energy efficient products, electronics, or toner cartridge recycling, please visit **www.sharpusa.com/environment**.

The Color Advanced Series. Simply Smarter.

Designed to fit todays hybrid workstyles, offering intelligent features and connectivity that enable office workers to collaborate with colleagues seamlessly and securely even when they are working remotely. To learn more, visit www.sharpusa.com.



SHARP

SHARP ELECTRONICS CORPORATION
100 Paragon Drive, Montvale, NJ 07645
1-800-BE-SHARP • www.sharpusa.com

Design and specifications subject to change without notice.

OSA Sharp Open Systems Architecture · my SHARP · SYNAPPX · AirPrint · Qualcomm® DirectOffice™ · epeat GOLD · ENERGY STAR

©2025 Sharp Electronics Corporation. All rights reserved. Sharp, Sharp OSA, Sharpdesk, My Sharp, and all related trademarks are trademarks or registered trademarks of Sharp Corporation and/or its affiliated companies. Microsoft, Active Directory, Excel, Microsoft 365, Microsoft Teams, OneDrive, PowerPoint, SharePoint, Windows, and Windows Server are trademarks of the Microsoft group of companies. Android, Gmail, and Google Drive are trademarks or registered trademarks of Google LLC. Adobe, the Adobe logo and PostScript are either registered trademarks or trademarks of Adobe in the US and/or other countries. Qualcomm DirectOffice is a product of Qualcomm Technologies, Inc. and/or its subsidiaries. Qualcomm is a trademark of Qualcomm Incorporated, registered in the United States and other countries. DirectOffice is a trademark of CSR Imaging US, LP, registered in the United States and other countries. AirPrint is a trademark of Apple Inc., registered in the US and other countries. Bitdefender is a trademark or registered trademark of Bitdefender SRL. Wi-Fi and WPA3 are trademarks or registered trademarks of Wi-Fi Alliance®. ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency. All other trademarks are the property of their respective owners.

Printed in U.S.A. 02/25 • CPD-22-009

Laramie Renner

From: Village President
Sent: Thursday, July 31, 2025 8:18 AM
To: Laramie Renner; Julie Reis; Taffy Rodriguez; Victoria Kimbro
Subject: Fw: Village of Pardeeville, WI - Civicplus Website Follow Up
Attachments: Central Starter 1-5.SGM.5.30.25.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Please include in agenda packet

-Angie
Get Outlook for iOS

From: Village President <President@villageofpardeeville.net>
Sent: Friday, July 4, 2025 6:09 PM
To: Trustee Babcock <Trustee2@villageofpardeeville.net>; Trustee Chapman <Trustee1@villageofpardeeville.net>; Trustee Kophhamer <Trustee5@villageofpardeeville.net>; Trustee Nakielski <Trustee4@villageofpardeeville.net>; Trustee Miller <Trustee6@villageofpardeeville.net>; Trustee Kocher <Trustee3@villageofpardeeville.net>; Julie Reis <Julie@villageofpardeeville.net>; Laramie Renner <Laramie@villageofpardeeville.net>; Taffy Rodriguez <Taffy@villageofpardeeville.net>; Austen Fredrickson <Austen@villageofpardeeville.net>
Subject: Fw: Village of Pardeeville, WI - Civicplus Website Follow Up

Good Afternoon;

See below for a quote for a new website with CivicPlus. We already have a relationship with them for our online ordinances; therefore it will integrate seamlessly.

See the attached quote. Julie, when you have time, if you could check to see if there is still funds remaining in the budget or the technology grant.

Thank you,

Angie

Get Outlook for iOS

From: Richie Allencaster <ricardo.allencaster@civicplus.com>
Sent: Thursday, July 3, 2025 1:35 PM
To: Village President <President@villageofpardeeville.net>
Subject: Village of Pardeeville, WI - Civicplus Website Follow Up

Hi Angela,

Thanks again for your time. Here's a quick snapshot of what we talked about:

- **Mobile-First**: Optimized for phones and tablets
- **Accessibility Built-In**: WCAG 2.1 AA compliant at launch, with tools to maintain ADA standards.
  - Department of Justice Ruling
  - WCAG Guidelines
- **Content Migration Included**: We handle the heavy lifting and structure your site using proven analytics.
- **Robust Features**: Every package includes an intuitive CMS, integrated search, calendars, forms, and more.
- **Future-Ready**: Seamless integration with CP tools to scale with your needs.
- **Standard Website Design** – Pick 1 of the 5

As mentioned on the call since you're a Civicplus customer (Municode) we can offer a **customer loyalty discount for the first year of 25% off**. Bringing it to:
$850 One-time
$4,664 (25% off) = $3,498 Yr1 Annual Cost
Total Yr 1 Investment: $4,348

The next council meeting is scheduled for August 6. In the meantime, please don't hesitate to reach out if you have any questions.

Also, is there anything else that you need from me?

Best,

Richie Allencaster – Book 30 minutes on my calendar!
Account Executive SGM • **CivicPlus**
Phone: 850.692.7050 • **Mobile:** 760.717.9565
civicplus.com

Connect with us:

CIVICPLUS

Powering and Empowering Government

CIVICPLUS
Municipal Websites
CENTRAL

Web Central Starter: Summary

Proposal valid for 60 days from date of receipt

Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to create a website solution that allowed municipal staff to maintain their websites daily without needing a technical webmaster. As technology advanced, we saw our customers' need to bring more services online. We expanded our vision to make local government work better as a whole.

Today, CivicPlus provides public sector technology that automates processes, digitizes services, and enhances civic experiences. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a frictionless experience for residents and staff. Our portfolio includes solutions for:

- Process Automation and Digital Services
- Planning, Permitting, Licensing, and Code Enforcement
- Fire and Life Safety Inspections
- Asset Management
- Utility Billing
- Social Media Archiving
- FOIA Management
- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Codification
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and Citizen Relationship Management

EXPERIENCE & RECOGNITION

25+ Years

10,000+ Customers

950+ Employees

CivicPlus has over 25 years of experience working with municipal organizations across the US and Canada. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

CONTACT INFORMATION

Primary Office

302 S. 4th Street, Suite 500, Manhattan, KS 66502

Phone: 888.228.2233 | Fax: 785.587.8951

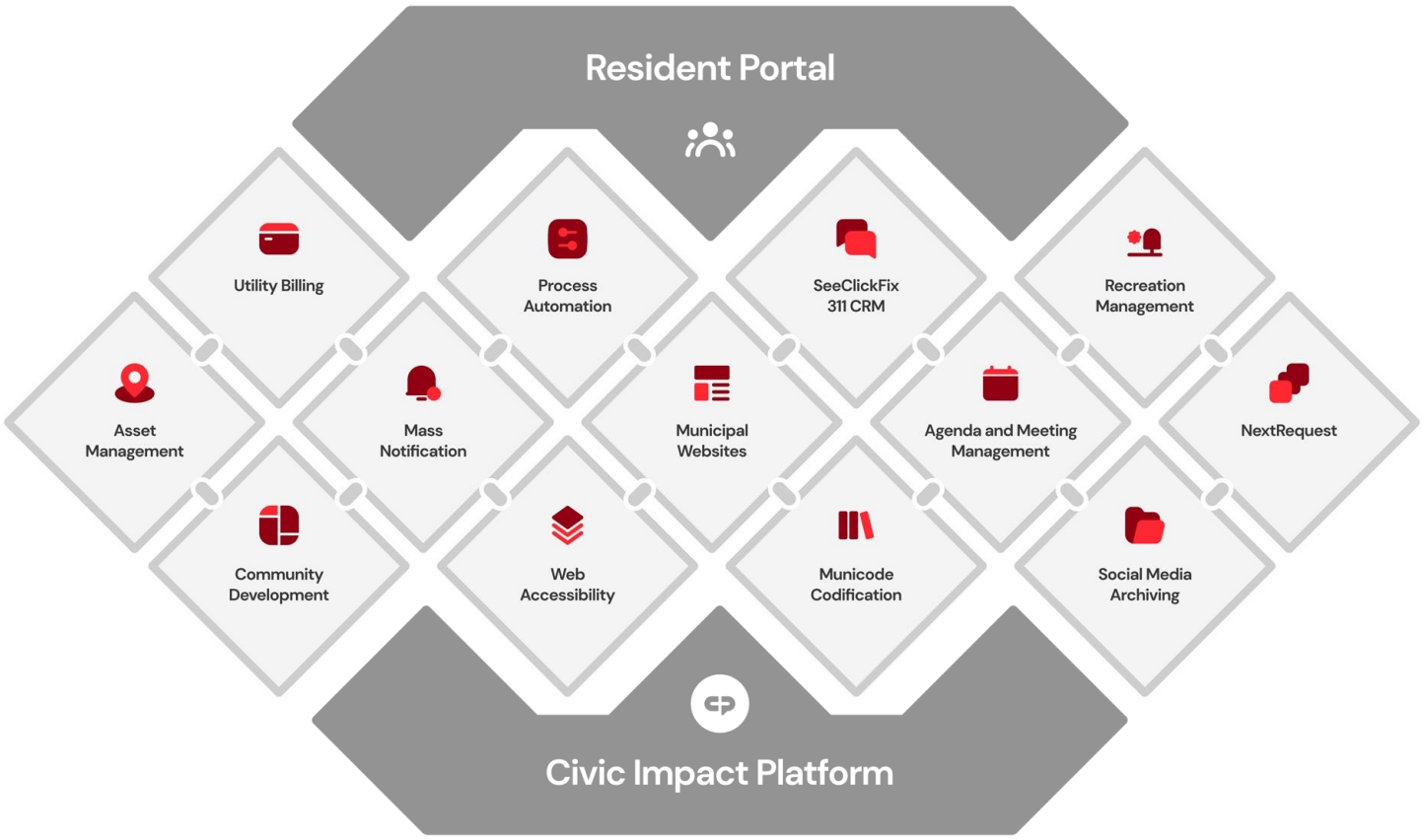
Civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



CIVICPLUS

Pricing is valid for 90 days

Website	Standard	Premium
One-Time Standard Implementation	$850	$1,700
Annual Subscription Fees	$4,664	$5,772
Bundling Discounts Available		

Base Inclusions			Price
Agenda Center Calendar Alert Center Document Center Notify Me Form Center	Graphic Links Quick Links Info Advanced News Flash Staff Directory FAQs	Cloudflare Tier 1 Security for PCI Compliance and Visitor Surges. DNS | Domain Management SSL Management Hosting and Security	Included

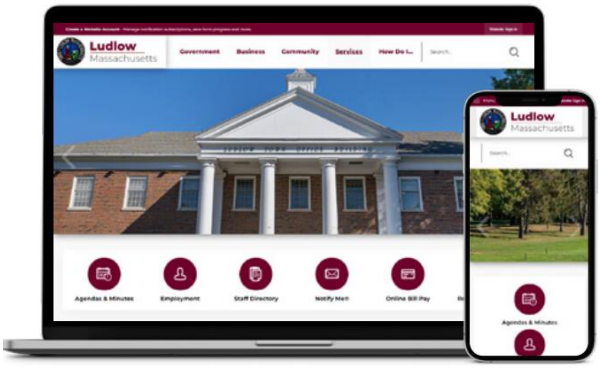
Website Optional Add-On	Price
Live Training Per Module	$375 one-time
Meetings and Agenda Migration per 100 Meetings	$850 one-time
Standard Department Header Page	$2,933 one-time | $813 annual fee
Premium Department Header Page	$4,515 one-time | $938 annual fee
Accessibility with AudioEye	$2,500 annual fee
CommonLook – PDF Remediation – One License	$1,443 annual fee
48 Month Redesign Annual Fee	Standard $250 | Premium $425
Facilities and Reservations Module	$350 annual fee
Resource - Business Directory Module	$350 annual fee
Activities Module	$350 annual fee
Bids Posting Module	$350 annual fee
Jobs Module	$350 annual fee
Opinion Polls Module	$350 annual fee
Real Estate Locator Module	$350 annual fee
CivicSend – E News Letter Builder Added to Notify Me	$750 one-time | $2,374 annual fee
CivicPlus Pay with Forte	$500 one-time | $250 annual fee
Additional Block of 500 Notify Me SMS Subscribers (Comes with a block of 500)	$945 annual fee
Chatbot	$2,750 annual fee
Other Popular Integrated Solutions	**Price**
Mass Notification	Ask Me – Scoping Necessary
Meetings and Agenda Management	Ask Me – Scoping Necessary
Social Media Archiving	Ask Me – Scoping Necessary
Next Request (Public Records Request)	Ask Me – Scoping Necessary
Municode Codification (Code of Ordinance)	Ask Me – Scoping Necessary
SeeClickFix 311 CRM	Ask Me – Scoping Necessary
Web Accessibility	Ask Me – Scoping Necessary
Community Development (Permitting, Licensing, Code Enforcement)	Ask Me – Scoping Necessary
Asset Management	Ask Me – Scoping Necessary
Process Automation (Advanced fillable forms with automated workflow)	Ask Me – Scoping Necessary
Recreation Management	Ask Me – Scoping Necessary

Standard Package Designs

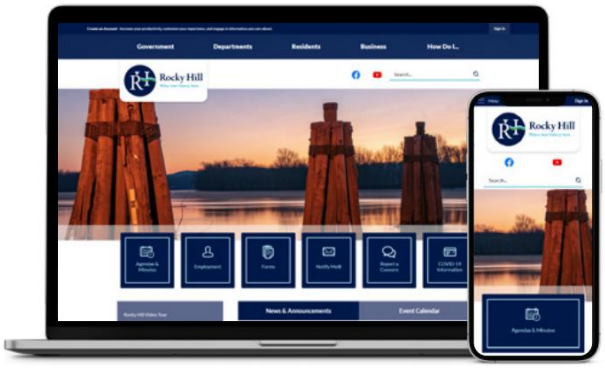
You will choose one of our fixed layout options as the base of your website. You will then be given the opportunity to submit personalized information, like imagery, branding, graphic button preferences, and more to be taken into design consideration. This finalized design will not only represent your unique community, but—combined with the functionality of the Web Central Starter CMS – will help you provide an attractive and convenient online resource for your community.

DESIGN EXAMPLES

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the standard implementation package.

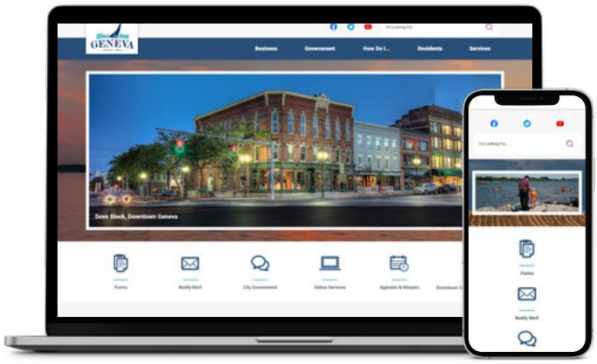


Ludlow, MA

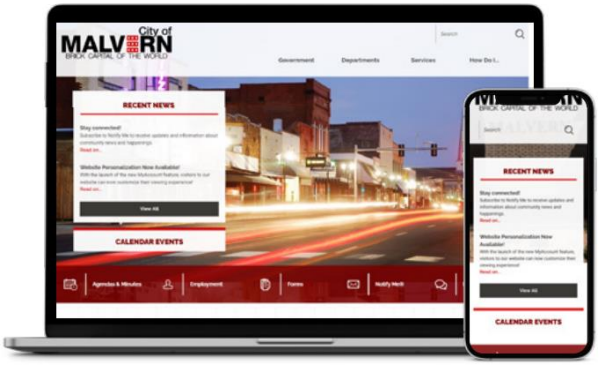


Rocky Hill, CT

Clark County, KY



Geneva, NY



Malvern, AR

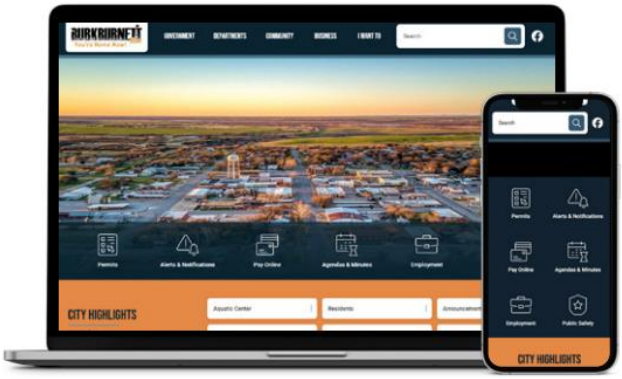
Premium Package Designs

You will meet with your art director to discuss your website vision based on the goals and needs of your users. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application.

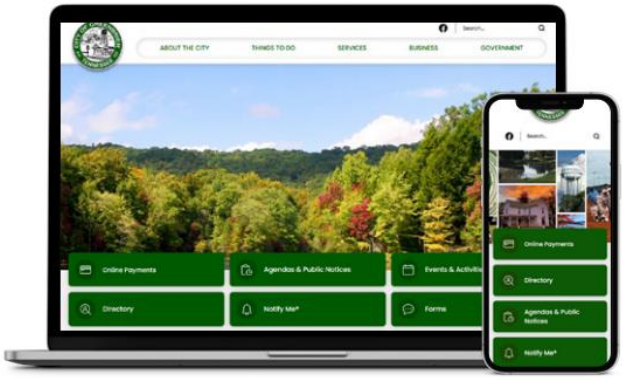
We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one Advanced Design Component, if desired. Advanced Design components provide next-level user engagement by leveraging the latest design enhancements in the Web Central Starter product. Your art director will help you choose the component that works best for your website and desired site maintenance level.

DESIGN EXAMPLES

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the standard implementation package.

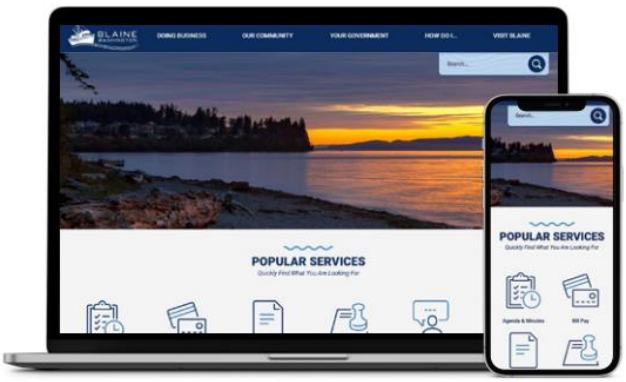


Burkburnett, TX



Greenbrier, TN

Cheverly, MD



Blaine, WA

Standard Package Timeline | 8-10 Weeks

PHASE 1: INITIATE & ANALYZE	**2 Weeks**	• Project Kickoff Meeting • Planning & Scheduling • Customer Deliverable Submission
PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION	**5 Weeks**	• Site Map Creation • Content Implementation • Design Creation • Google Analytics Account Creation • Quality Control.
PHASE 3: EDUCATE	**1 Week**	• Group Training
PHASE 4: LAUNCH	**1 Week**	• Project Scope Completion • Website Launch

Premium Package Timeline | 10-12 Weeks

PHASE 1: INITIATE & ANALYZE	**3 Weeks**	• Project Kickoff Meeting • Planning & Scheduling • Customer Deliverable Submission • Design Discovery Meeting
PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION	**5 Weeks**	• Site Map Creation • Content Implementation • Design Creation • Google Analytics Account Creation • Quality Control.
PHASE 3: EDUCATE	**1 Weeks**	• Training Engagement
PHASE 4: LAUNCH	**2 Weeks**	• Project Scope Completion • Website Launch

Approaching Your Project Implementation

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

<table>
<tr><th>Standard</th><th>Premium</th></tr>
<tr><td><h2>PHASE 1: INITIATE & ANALYZE</h2>
Project Kickoff Email – Your project manager will kick off your project via email, introducing your CivicPlus team, detailing deliverables needed, providing a high-level overview of the development process, and introducing tools and resources used to manage your project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

Customer Deliverable Submission – You will be responsible for submitting deliverables as outlined.</td><td><h2>PHASE 1: INITIATE & ANALYZE</h2>
Project Kickoff Email – Your project manager will kick off your project via email, introducing your CivicPlus team, detailing deliverables needed, providing a high-level overview of the development process, and introducing tools and resources used to manage your project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

Customer Deliverable Submission – You will be responsible for submitting deliverables as outlined.

Design Discovery Meeting – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.</td></tr>
<tr><td colspan="2"><h2>PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION</h2>
Site Map Creation – Our content development team will generate a site map of your existing website in preparation for the content implementation.

Content Implementation – Our Content Development team will migrate up to 150 pages of content (including their text, documents, and images) from your current website to your new, Central Starter website. Additional pages of content can be added for an additional fee. Content will be enhanced for accessibility, and we will organize your website pages to make them easy to navigate. They will also migrate the current year and the previous two years of simple meeting agendas and minutes to the Agenda Center module. Additional years can be added for an additional fee.</td></tr>
</table>

Design Creation – You'll have the chance to review the responsive design prototype and provide feedback and/or approval.

Google Analytics Account Creation – Your website will be set up with a Google Analytics account.

Quality Control – Our Content Development team will complete a quality control check to ensure proper content migration.

PHASE 3: EDUCATE

Group Training – Throughout the development and after launch, you and your team can access on-demand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend group training sessions in the weeks prior to going live.

PHASE 3: EDUCATE

Training Engagement – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will use your production website so that users are familiar with your specific configuration, and you can obtain hands-on experience.

PHASE 4: LAUNCH

Project Scope Completion – Your Central Starter project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch – After final confirmation, your website will be made live and available to the public.

Your Role During Implementation

- To help create the strongest possible website, we will need you to:
- Choose your desired layout – *Standard Package Only*
- Complete the Content form – *Standard Package Only*
- Gather photos and logos that will be used in the overall branding and design
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (*if available*)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

CMS Features & Functionality

CivicPlus' Municipal Websites Central Standard (Web Central Starter) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules & Widgets

RESIDENT ENGAGMENT

Web Central Starter offers many effective and easy-to-use resident engagement features. These tools easily integrate with other key features.

Calendar – Create multiple calendars and events for upcoming activities that are viewable by list, week, or month.

Notices and Alerts – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

Form Center – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

News – Post news items and keep your residents up to date on important information via News Flash.

Notifications – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me® (includes up to 500 SMS users).

Pop-up Module – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages.

ASSET MANAGMENT

Web Central Starter is fully equipped with a robust set of document and image management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

Agenda Center – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Document Center – Organize and management documents in one central repository.

Public Images – Store all your images in one central location, to utilize individually or create slideshows on our site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.

INFORMATION & NAVIGATION

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

Easy for Residents to Navigate – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.

Frequently Asked Questions (FAQs) – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

Graphic Links – Create visually appealing buttons to direct users to important information.

Info Advanced – Use Info Advanced to create engaging displays of information for reuse throughout the website.

Quick Links – Provide links to highly requested services and information. These are commonly displayed in website footers and right-hand navigation.

Staff Directory – Provide contact information for departments and individual staff members. Use the information throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.

COMMONLY USED WIDGETS

An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.

Custom HTML Widget – Embed videos or other HTML features in your page.

Editor Widget – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms on a page.

Image Widget – Add images to a page.

Related Documents Widget – Create a dynamic list of documents referenced in the Document Center.

Slideshow Widget – Add a slideshow of images.

Tabbed Widget – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.

ADMINISTRATIVE FEATURES

The administration of your Web Central Starter website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control access to pages and manipulation of content as well as use automated features to streamline processes.

Administrative Dashboard – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

Content Scheduling & Versioning – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

Dynamic Page Components – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log – Track changes made to your website.

Intranet – Use permissions to set a secure location on your website that allows employees to login and access nonpublic resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Pending Approval Items – Administrators have access to a queue of pending items to be published and reviewed.

Website Statistics – Provided website analytics for analysis.

USER-FRIENDLY FEATURES

Not only is Web Central Starter easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

Automatic Alt Tags – Built-in features assist with ongoing ADA compliance of your website.

Credit Card Processing – With the add-on feature CivicPlus Pay (Pay), you can integrate with an approved payment processor to accept payments on your website (separate agreement must be made directly between you and the chosen approved processor). Additional fees apply.

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

Link Redirects – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.

Live Edit – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps – Easily embed maps from Google, ESRI, and more using the HTML widget. Mega Menu – A main navigation menu makes it easy to get to any page on your website quickly.

Predictive Site Search – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log – All search words are kept in a log.

Real Simple Syndication (RSS) Feeds – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

Social Media – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

Supported Browsers – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

Third-Party Access – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

Translation – Integration with Google Translate translates web pages into over 100 languages.

ACCESSIBILITY COMPLIANCE

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. CivicPlus wants to help our customers maximize accessibility for all users and surpass Section 508 ADA accessibility requirements while providing you the freedom to create a visually rich and appealing website. Our multi-faceted approach sets you up for success:

- We build websites using WCAG guidelines to be highly accessible at go live.
- Our trainers will teach your staff best-practices to keep your content and design elements accessible and up to date with the latest ADA/ WCAG standards.
- Your staff can use the Accessibility Checker included within the CMS to scan content created in the editor for accessibility issues so you can correct them before publishing.
- Any new regulations that require code changes are done automatically by our product team, at least quarterly, with no additional effort required from you.
- In addition, our product team updates our best practices and provides regular updates to customers via the CivicPlus website, blog articles, webinars, and other publications.

Due to the dynamic nature of website content updates, an ongoing accessibility solution can be incredibly beneficial in ensuring sustained accessibility compliance. CivicPlus provides three long-term web accessibility solutions offering varying approaches to help with your compliance maintenance challenges. Additional details and/or a quote can be provided upon request.

• **AudioEye Partnership** – CivicPlus partners with AudioEye to provide a suite of accessibility tools and services for WCAG 2.2 compliance at a discounted rate to our customers.

• **Acquia Optimize: Website Optimization & Compliance Tools** – Acquia Optimize is an easy-to-use web governance platform available to purchase and add to your project. Acquia Optimize's tools help you identify, prioritize, and address content quality assurance and accessibility issues on your website so that you can achieve and maintain compliance according to WCAG 2.1 standards. Further, we can help you meet the latest data privacy and government policy standards.

• **CivicPlus CommonLook Accessibility Software** – Efficiently and accurately ensure PDFs are accessible to all members of your community. CommonLook provides an all-in-one environment for testing, remediating, and verifying PDF documents and provides a set of automated tools.

ADD-ON MODULES

In addition to our comprehensive CMS offering, we provide a range of additional modules designed to enhance functionality and meet specific organizational needs. Each module is tailored to deliver specialized capabilities, ensuring you have the flexibility to create a solution that aligns perfectly with your objectives. Please reach out if you are interested in including any of these options into your new CMS project.

Blog – Post opinions/information about various community topics and allow resident comments and subscriptions.

Get Community Input – Post initiatives and project ideas to receive feedback and interact with your residents via Community Voice.

Opinion Poll – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab resident attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

Photo Gallery – Display photos of parades, local sporting events, or historical locations through albums or slideshows. Users can vote on favorites or share via email and social media.

Archive Center – Manage and retain serial and older documents.

Real Estate Locator – Lets community members list and manage residential and commercial properties separately, with dedicated search functions. Users can post and manage listings 24/7 after setting up a profile and paying a subscription fee, while administrators can approve or auto-publish listings.

Resource Directory – Use the Resource Directory to showcase information on local businesses and/or community resources.

Activities – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.

Facilities & Reservations – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

Job Postings – Post available jobs online and accept online applications.

Bids – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.

Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of Web Central Starter.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Support at a Glace

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and chat
- 4-hour initial response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

CIVICPLUS HELP CENTER - CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

AWARD-WINNING - CivicPlus has been honored with three Gold Stevie® Awards, six Silver Stevie® Awards, and nine Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CONTINUING PARTNERSHIP - We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online community and the central hub of ideas, guidance, tips, advice, and more for our Web Central Starter customers. It reflects our commitment to:

Connection – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.

Direction – Customers will have the opportunity to provide targeted input on the future direction of the Web Central Starter roadmap and will be able to submit ideas for improvements and enhancements. MAINTENANCE CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. We offer secure data center facilities, constant and vigilant monitoring, and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are, we have an option that will fit your community.

Data Center	• Highly Reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators • Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365
Bandwidth	• Multiple network providers in place • Burst bandwidth – 22 Gb/s • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)
Hosting	• Web Central Starter software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Disaster Recovery	• Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO) • 24-hour guaranteed recovery POINT objective (RPO) • Pre-Emptive monitoring for disaster situations • Multiple, geographically diverse data centers
DDoS Migration	• Defined DDoS Attach Process • Identify attack source and type • Monitor attack for threshold* engagement
DDoS Advanced Security Coverage	• Not Included – additional coverage available at time of event (fees will apply)

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during an attack.

Optional Website Enhancements

RECURRING REDESIGN

At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a redesign to your project. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application (although no changes will be made to the content itself). With this new design, you'll stay up to date with current trends and best practices, providing a welcoming yet familiar virtual hub to engage your community.

AUDIOEYE MANAGED

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye, is the Digital Accessibility Platform (DAP), this powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure thorough the use of an innovative and easy to-use interface. The AudioEye Toolbar offers web personalization tools. Conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

ACQUIA OPTIMIZE: WEBSITE OPTIMIZATION & COMPLIANCE TOOLS

Acquia Optimize empowers government organizations to maintain accessible, high-quality websites that comply with WCAG 2.1 standards and other international accessibility regulations, such as ADA, Section 508, and EN 301 549. Its accessibility tools identify and address web issues, providing actionable recommendations to enhance user experiences for all. Acquia Optimize's content policies module ensures consistency and accuracy by scanning for content errors or violations of brand, regulatory, or industry standards. The quality assurance tools detect and fix broken links, images, misspellings, and other issues that could hinder navigation or usability. Additionally, the data privacy module scans for sensitive information, prioritizes high-risk violations, and helps organizations reduce privacy risks. Together, these features enable government organizations to deliver inclusive, reliable, and secure digital services.

CIVICPLUS CHATBOT POWERED BY FRASE

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI) to deliver exceptional customer experiences to residents using your website. Our Chatbot crawls your website and other linked databases to create a continually, automatically updated, AI-powered knowledgebase that you don't have to maintain separately.

PLATFORM IDENTITY PROVIDER (IDP) INTEGRATION

CivicPlus offers IdP integration capabilities, which means you'll benefit from easier integration between your Web Central Starter website and your favorite third-party solutions. Provide single sign-on (SSO) functionality to streamline managing and supporting user credentials and identify management solutions. CivicPlus IdP partners include Microsoft's Entra ID, Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.

STANDARD DEPARTMENT HEADER PACKAGE

A department or division within your organization may need a personalized digital presence. A Department Header Package is a cost-effective way for these groups to differentiate themselves informatively and graphically from the look of the main website while still benefiting from the functionality, service, and support of your Web Central Starter system. Unique customizations include:

- Department-specific URL
- Separate SSL Certificate / DNS & Hosting
- Department Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content

BANNERS

A cost-effective way to bring a different look to specific pages or departments is by placing a unique banner image on those pages. Each banner can rotate through as a slide show.

CIVICPLUS MARKETPLACE APP

The CivicPlus Marketplace App is a fully configurable mobile application that serves as a centralized digital hub for community engagement across all CivicPlus solutions. Offering residents convenient access to your agency's information and services, as well as native SeeClickFix 311 CRM starter functionality, the app enhances transparency, service accessibility, and community satisfaction by serving as a mobile gateway to essential services and civic resources.

Our app offers extensive customization options, allowing agencies to configure branding, buttons, and links in real time to maintain brand consistency and enhance the user experience with over 300 configurable icons. It integrates seamlessly with CivicPlus solutions, including SeeClickFix 311 CRM, municipal websites, and mass notifications, providing a unified platform for streamlined engagement. The app improves service visibility and trust by enabling quicker responses to resident concerns and supports diverse community needs, from reporting issues to registering for classes. Additionally, its multi-jurisdictional capabilities allow residents to engage across neighboring areas while offering agencies control over displayed branding and information.

UPGRADE TO GUARDIAN SECURITY

Our Guardian Security Package provides a comprehensive, cost-effective solution tailored for local governments seeking robust security without breaking the bank. Powered by enterprise Cloudflare, this package includes:

- Web Application Firewall (WAF) fully customized for our application
- OWASP ModSecurity Core Rule Set for protection against the Top 10 vulnerabilities identified by the Open
- Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User Agent Blocking rules to block specific browser or web application User-Agent request headers
- Visitor blocking or challenging by IP address, autonomous system number (ASN), or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

UPGRADE TO PLATINUM SECURITY

CivicPlus' Platinum Hosting and Security package comes with enterprise-level Cloudflare software and:

- Fully customized Web Application Firewall (WAF), customized for our application
- OWASP ModSecurity Core Rule Set protects you against the Top 10 vulnerabilities identified by the Open Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User agent blocking
- Block or challenge visitors by IP address, autonomous system number (ASN) or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

CONSULTING ENGAGEMENT

Implementing a new software solution is a huge undertaking. Not only does it touch every department in your organization, it has the potential to positively impact the end-users in your community. Sometimes getting to that positive end point is tough with incongruent agendas from stakeholders such as elected officials and department heads. CivicPlus consulting helps your organization do the heavy-lifting, starting with data-driven research and ending with service-level process optimization. We'll help you facilitate the tough conversations and guide you to set realistic timelines and tasks for implementation as well as assist you in setting goals and sustainment plans for your launch and beyond.

CREDIT CARD PROCESSING WITH CIVICPLUS PAY

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. CivicPlus has partnered with several integrated gateways which we can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, in a more limited fashion, to assist you in developing a successful system. To utilize any of the approved gateways, an agreement will need to be executed directly between you and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent.

Invoicing Details

- 100% of Year 1 cost upon contracting.
- Annual recurring services shall be invoiced on the start date of each renewal term.
- Annual recurring services shall be subject to a 5% annual increase beginning in year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

If the payment terms noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.

Disclaimer

PROPOSAL AS NON-BINDING DOCUMENT

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

Comparison of EMS MC vs ECP for Ambulance Service Billing

Follow up questions

Below you will find an analysis of the questionnaire that was submitted to both billing companies EMS MC and ECP for ambulance service billing for the village of Pardeeville. Interviews of both companies and provided references were also completed for this comparison report.

1. What is the average turnaround time for billing?

- **(ECP):** On average once the trip is received from the client it can be billed out in 3-5 days depending on information provided by the client.
- **(EMS|MC):** The average turnaround time is 24-72 hours if all information has been submitted.

Analysis: *EMS|MC* has a slightly faster turnaround time.

2. How long does it typically take for your clients to receive a check?

- **ECP:** Medicaid and Medicare pay electronically approximately 21 days from submission. Payments from commercial insurance can vary depending on the company anywhere between 30-90 days from submission.
- **EMS MC:** Each payor has their own timeline with Medicare being the shortest. Typically payment is received within 21 days of submitting an accepted claim.

Analysis: *Both companies are in the same time range.*

3. How many total clients do you have? How many in WI?

- **ECP:** 32 total clients/19 in WI
- **EMS MC:** 1,500 total clients/245 in WI

Analysis: *EMS/MC is a much larger company. ECP is a local WI based company*

4. Does each client get assigned a company representative?

- **ECP:** Yes, each client is assigned a billing specialist and an account representative, both of which are responsible for the daily production of the client. Oversight of the clients' account is provided by the Director of Client Relations.
- **EMS MC:** Yes, each client is assigned a dedicated account manager that would coordinate all aspects of the account. They also meet with clients monthly to go over

reporting, collections, trends and emerging legislation. They would also be available via email and phone.

Analysis: *EMS/MC meets with the client monthly and keeps track of emerging legislation.*

Follow up should be done during the company interview to determine how many clients each representative is responsible for, which may affect how responsive the company may be to their clients.

Policy Declarations

Policy Number:	11171-2025
Replaces Policy #:	11171-2024
Policy Period:	01/01/2025 – 01/01/2026
	12: 01 A.M. Central Time

316 W. Washington Avenue, Suite 600, Madison, WI 53703

Insured Name:	Pardeeville, Village of
Insured Address:	114 Lake St, PO Box 217 Pardeeville, WI 53954

Agency:	Baer Insurance Services
Agent Name:	Burns, Ryan
Agent Address:	9701 Brader Way, Suite 100 Madison, WI 53562
Agent Email:	ryanb@baerinsurance.com
Agent Phone:	(608) 830-5833

In return for the payment of premium and subject to all terms of this policy and any endorsements thereto, we agree to provide insurance coverage as shown below. Payment of premium acknowledges the policyholder's acceptance of this policy. This policy is assessable.

FORM	COVERAGE	DEDUCTIBLE	LIMIT
LWMMI-001 01/25	Coverage A – Bodily Injury and Property Damage Liability	$0	2,000,000
	Coverage B – Personal and Advertising Injury and Law Enforcement Liability	$0	2,000,000
	Coverage C – Premises Medical Payments		10,000
	Coverage D – Public Officials Errors & Omissions	$0	2,000,000
	Coverage E – Employee Benefits Liability		2,000,000
	Coverage F – Automobile Liability	$0	2,000,000
	Automobile Medical Payments Coverage		10,000
	Auto Physical Damage	See Attached	
	Coverage G – Uninsured & Underinsured Motorist Coverage		
	Wisconsin Uninsured Motorists Coverage – Per Person / Per Occurrence		25,000/50,000
	Wisconsin Underinsured Motorists Coverage – Per Person / Per Occurrence		50,000/100,000
	Coverage H – Crime		No Coverage
	Damage to Premises Rented to You		500,000
	Notice to Policyholders – Wisconsin		
	Notice of Terrorism Insurance Coverage		
LWMMI-004 04/21	Worker Compensation / Employers Liability Part B Increased Limits		2,000,000
LWMMI-005 04/21	Prior Acts Coverage (Employee Benefits Liability)		
LWMMI-006 04/21	Prior Errors & Omissions Coverage (Public Officials E&O)		
LWMMI-CYBER 10/20	Cyber Liability Endorsement	$2,500	25,000

Total Annual Premium: $35,014
Installment Billing: Quarterly

Signed, Secretary

League Insurance – Auto Schedule

Instructions: Please include all vehicles including antiques and trailers.

Municipality: Pardeeville, Village of

Effective Date: 1/1/2025 Expiration Date: 1/1/2026

Auto Liability Deductible: $0

Year	Make	Model	Vehicle Type	VIN #	Dept. (optional)	Zip Code (Garaged at Night)	Parked Inside (i) or Outside (o)	Is Garage Location in a Flood Zone?	Original Cost New	Is APD Coverage Requested?	APD Deductible	APD Coverage Type *(Replacement Cost or Actual Cash Value)*
1995	Intnat'l	Digger Derrick trk	Dump Truck	1HTSCCN7SH617464	DPW	53954	Inside	No	$35,000	Yes	$500	Actual Cash Value
1998	Johnnson	street sweep	Dump Truck	49H67FAA3XHA$9156	Streets	53954	Inside	No	$160,000	Yes	$500	Actual Cash Value
2005	International	Hwy Patrol Truck	Dump Truck	1HTWDAZR55J168582		53954	Inside	No	$50,000	Yes	$500	Actual Cash Value
2006	GMC	C-70 dump	Dump Truck	1GDJ7C1356F421319	DPW	53954	Inside	No	$41,578	Yes	$500	Actual Cash Value
2014	Ford	F550	Pickup	1FDUF5HY8EEB27429	Streets		Inside	No	$35,000	Yes	$500	Actual Cash Value
2014	Ford	F250 PU	Pickup	1FTBF2B64EEB27428	DPW	53954	Inside	No	$35,000	Yes	$500	Actual Cash Value
2016	Ford	F550 4X4 Bucket	Dump Truck	1FDUF5Y2GEA16037H	Electric	53954	Inside	No	$140,000	Yes	$500	Replacement Cost
2017	Ford	dump truck	Dump Truck	1FDUF5HY2HDA04378	DPW	53954	Inside	No	$55,545	Yes	$500	Actual Cash Value
2017	Ford	dump truck	Dump Truck	1FDUF5HY4HDA04379	DPW	53954	Inside	No	$55,545	Yes	$500	Actual Cash Value
2018	Ford	pickup	Pickup	1FTBF2B6XJEC25809	DPW	53954	Inside	No	$30,000	Yes	$500	Actual Cash Value
2019	Ford	XL 4WD	Pickup	1FTBF2B60KED68544	DPW	53954	Inside	No	$38,205	Yes	$500	Actual Cash Value

***Total Vehicles with Auto Liability Count:** 11 **APD Coverage Totals:** $675,873

Total Vehicles with APD Count: 11

(1) Original Cost New (OCN) is the retail cost the original purchaser paid for the vehicle. This includes the value before any credit for a trade-in.
(2) Coverage Type is determined by underwriting and is based on the vehicle age and value.

* Trailers do not impact auto liability premiums.

League of Wisconsin Municipalities Mutual Insurance

TABLE OF CONTENTS

SPECIAL COVERAGE FORM
LEAGUE OF WISCONSIN MUNICIPALITIES MUTUAL INSURANCE PLAN

SECTION I – COVERAGES 2

INSURING AGREEMENT 2

DEFENSE AND DEFENSE COSTS 3

COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY 3

COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY AND LAW ENFORCEMENT LIABILITY 6

COVERAGE C — PREMISES MEDICAL PAYMENTS 7

COVERAGE D — PUBLIC OFFICIALS ERRORS AND OMISSIONS 8

COVERAGE E – EMPLOYEE BENEFITS LIABILITY 11

COVERAGE F — AUTO COVERAGES 12
A. Auto Liability Coverage 12
B. Auto Medical Payments Coverage 13
C. Auto Physical Damage Coverage 14

COVERAGE G – UNINSURED AND UNDERINSURED MOTORIST COVERAGE 20

COVERAGE H – CRIME 21

SUPPLEMENTARY PAYMENTS — COVERAGES A, B, D, E, and F 34

SECTION II – GENERAL EXCLUSIONS 35

SECTION III – WHO IS AN INSURED 44

SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE 49

SECTION V – CONDITIONS 51

SECTION VI – DEFINITIONS 60

SECTION VII – NOTICES 71

League of Wisconsin Municipalities Mutual Insurance

SPECIAL COVERAGE FORM
LEAGUE OF WISCONSIN MUNICIPALITIES INSURANCE PLAN
THIS POLICY IS ASSESSABLE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you," and "your," and "Named Insured," refer to the entity identified as the "Named Insured" in the Declarations. The words "insured" or "insureds" refer to any person or organization qualifying as an "insured" under SECTION III - WHO IS AN INSURED. The words "we," "us," "our," and "Company," refer to the Company stated in the Declarations as providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to SECTION VI - DEFINITIONS and other provisions of this policy for such meanings.

SECTION I–COVERAGES

INSURING AGREEMENT

We will pay those sums that the insured becomes legally obligated to pay as "loss" under:

COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY;

COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY AND LAW ENFORCEMENT LIABILITY;

COVERAGE C — PREMISES MEDICAL PAYMENTS;

COVERAGE D — PUBLIC OFFICIALS ERRORS AND OMISSIONS;

COVERAGE E — EMPLOYEE BENEFITS LIABILITY;

COVERAGE F — AUTO COVERAGE;

COVERAGE G – UNINSURED AND UNDERINSURED MOTORIST COVERAGE; and

COVERAGE H – CRIME;

to which this insurance applies.

Nothing in this policy shall be construed to be a waiver of any immunity or limitations afforded by statute or otherwise to municipalities, their "employees", and elected or appointed officials. We retain the right to evaluate liability on the basis of immunities and limitations available to you.

DEFENSE AND DEFENSE COSTS

We will have the right and duty to defend an insured against any "claim" or "suit" seeking "loss" even if any of the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend an insured against any "claim" or "suit" seeking "loss" under Coverages A, B, C, D, E, F, or G to which this insurance does not apply. We may, at our discretion, investigate any "occurrence," offense, "wrongful act," "act, error, or omission," or accident and settle any "claim" or "suit" that may result.

We will not settle any "claim" or "suit" for "wrongful acts" without the Named Insured's consent. If, however, the Named Insured refuses to consent to a settlement for "wrongful acts" recommended by us and elects to contest the "claim" or "suit" or continue legal proceedings in connection with such "claim" or "suit," our liability for "loss" and "loss adjustment expense" for the "claim" or "suit" shall not exceed the amount for which the "claim" or "suit" could have been settled, including "loss adjustment expense" incurred, with the Named Insured's consent up to the date of such refusal, or the applicable limit of liability, whichever is less. But:

1. The amount we will pay for "loss" is limited as described in SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE; and

2. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, C, D, E, F, or G.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A, B, D, E, and F.

COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Applicability

This insurance applies to "bodily injury" and "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

b. The "bodily injury" or "property damage" occurs during the "policy period."

"Loss" because of "bodily injury" includes "loss" claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury."

2. Exclusions

In addition to Section II – General Exclusions, this insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to:

(1) "Bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) The Named Insured's obligations under Wisconsin Statute Section 895.46(1), except where the Named Insured expected or intended the "bodily injury" or "property damage."

b. Damage to Property

(1) "Property damage" to:

(a) Property you own, rent or occupy;

(b) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(c) Property loaned to you;

(d) Personal property in the care, custody or control of an insured;

(e) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(f) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (a), (c), and (d) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented To You as described in Section IV - Limits Of Insurance and Deductible.

Paragraph (b) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (c), (d), (e), and (f) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (f) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

(2) To the extent coverage is provided below, paragraphs (c) and (d) of this exclusion do not apply to "property damage" to personal property loaned to you or in your care, custody or control. The most we will pay is:

1. $2,500 each "occurrence" for "property damage" to personal property (other than "mobile equipment") of an "employee" or authorized volunteer loaned to you or in your care, custody or control.

2. $100,000 each “occurrence”/$250,000 aggregate for “property damage” to:

   (a) personal property other than that belonging to an “employee” or volunteer; or

   (b) “mobile equipment” loaned to you or in your care, custody or control.

The each “occurrence” limit of insurance provided in paragraphs b.(2) 1. and 2. above is part of, and not in addition to, the Each Occurrence Limit of Insurance shown in the Declarations. The aggregate limit provided in paragraph b.(2) 2. above is the most we will pay for the sum of all “loss” under that paragraph.

Our obligation under paragraphs b.(2) 1. and 2. above to pay for “loss” to property in your care, custody, or control is subject to the deductible shown on the Declarations page and the Application of Deductible First provisions in Section IV – Limits of Insurance and Deductible.

We will not pay anyone more than once, directly or indirectly, for the same element of loss.

c. Damage to Your Product

“Property damage” to “your product” arising out of it or any part of it.

d. Damage to Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard.”

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

e. Damage to Impaired Property or Property Not Physically Injured

“Property damage” to “impaired property” or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.

f. Recall of Products, Work or Impaired Property

“Loss” claimed for any damages, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

g. Failure to Supply

"Bodily injury" and "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam by any utility, whether owned or not by the Named Insured.

This exclusion does not apply if the failure results from the negligent sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam.

Exclusions b. through g. do not apply to damage by fire to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage to Premises Rented To You as described in Section IV - Limits Of Insurance and Deductible.

COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY AND LAW ENFORCEMENT LIABILITY

1. Applicability

This insurance applies to:

a. "Personal and advertising injury" caused by an offense arising out of your business; and

b. "Wrongful acts" arising out of the performance of the insured's "law enforcement activities";

but only if the offense or "wrongful act" was committed in the "coverage territory" and during the "policy period."

2. Exclusions

In addition to Section II – General Exclusions, this insurance does not apply to:

a. "Personal and advertising injury"

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

(2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(3) Arising out of oral or written publication of material whose first publication took place before the beginning of the "policy period";

(4) Arising out of a criminal act willfully committed by or at the direction of any insured;

(5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement"; or

(7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement."

b. "Wrongful acts"

(1) Arising from the deliberate violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the insured;

(2) Arising from fraud or dishonesty of an insured;

(3) Resulting in any "claim" or "suit" for relief or redress in any form other than compensatory "loss", nor shall we have any obligation to indemnify the insured for any costs, fees, including attorney fees, or expenses that the insured shall become obligated to pay as a result of any adverse judgment for injunctive or declaratory relief; however, we will afford defense to the insured for any such "claim," "suit," demands or actions, if not otherwise excluded, where payment for compensatory damages (including punitive damages where permitted by law) are requested; or

(4) Arising from any criminal act committed by an insured.

However, exclusions b.(1), b.(2) and b.(4) do not apply if you have an obligation to pay costs or "loss" to, or on behalf of, an "employee" under Wisconsin Statute Section 895.46 (1).

COVERAGE C — PREMISES MEDICAL PAYMENTS

1. Applicability

As set forth in Section V-Conditions, 14. b. Other Insurance provision, we will pay, on an excess basis only, medical expenses as described below for "bodily injury" that takes place:

a. On premises you own or rent;

b. On ways next to premises you own or rent; or

c. Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the "policy period";

(2) The expenses are incurred and reported to us within one year of the date of the injury; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

a. First aid administered at the time of an accident;

b. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

c. Necessary ambulance, hospital, professional nursing, and funeral services.

2. Exclusions

In addition to Section II – General Exclusions, we will not pay expenses for "bodily injury":

a. To any insured except authorized volunteers.

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. To a person injured while taking part in athletics.

f. Included within the "products-completed operations hazard."

COVERAGE D — PUBLIC OFFICIALS ERRORS AND OMISSIONS

1. Applicability

This insurance applies to "wrongful act(s)" or "employment claims" that arise out of the discharge of duties for the Named Insured, individually or collectively, but only if the "wrongful act(s)" occur within the "coverage territory" and take place during the "policy period," including defense of Breach of Contract claims except as limited in D.3. below.

2. Exclusions

In addition to Section II – General Exclusions, this insurance does not apply to any "claim" or "suit" against the insured:

a. Seeking relief or redress in any form other than compensatory "loss"; nor shall we have any obligation to indemnify the insured for any costs, fees, including attorney fees, or expenses that the insured shall become obligated to pay as a result of any adverse judgment for injunctive or declaratory relief; except as provided in paragraph d.3. of the Extensions of Coverage;

b. Based upon the principles of eminent domain, adverse possession, dedication by adverse use, inverse condemnation, or condemnation proceedings;

c. For back wages, overtime or similar claims, even if designated as liquidated damages under any federal, state or local statues, rules, ordinances or regulations, "claim" or "suit" arising from collective bargaining agreements. However, this exclusion does not apply to "employment claims";

d. Directly or indirectly arising from:

(1) The issuance of bonds; or

(2) The formulation and or calculation of tax rates, taxes, assessments, or fees; the collection or return of taxes, assessments, fees, and/or the disbursement of tax refunds, except as provided in paragraph 3.b. of the Extensions of Coverage;

e. Arising from construction, architectural or engineering contracts, except as provided in paragraph 3.a. of the Extensions of Coverage;

f. Based upon or attributable to the insured gaining any profit, advantage or remuneration to which the insured is not entitled; including the payment for goods and services for which the insured has contracted; however, defense of such claims is included subject to limits of D.3.

g. As a result of strikes, riots or civil commotion;

h. Based upon or arising out of any activity for which the insured is acting in a fiduciary capacity including:

(1) The administration of any employment benefit plan, including any "suit" based upon or arising from the Employee Retirement Income Security Act of 1974 (ERISA) and subsequent amendments or any similar federal, state or local law or regulation; or

(2) The administration of any self-insurance fund;

i. As a result of criminal or civil fines or penalties, except as provided in paragraph 3.c. of the Extensions of Coverage; however, the policy does provide for payment of fines imposed under 42 U.S.C. § 1320d-5 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) unless

the fine is imposed for willful neglect as described in 42 U.S.C. § 1320d-5(a)(1)(C) or imposed under 42 U.S. C. § 1320d-6.

j. Brought about or contributed to by fraud or dishonesty of an insured;

k. Arising from the deliberate violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the insured;

l. For any loss whether direct, indirect or consequential, arising from or caused by emotional distress, mental anguish, humiliation, disease or death of any person or for loss to or destruction of any tangible property including loss of use. However, this exclusion does not apply to "employment claims."

m. Any obligation of the insured under a Worker's Compensation, disability benefits or unemployment compensation law or any similar law;

n. For false arrest, detention or imprisonment, libel, slander, or other defamatory or disparaging material, discrimination, wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, assault, battery, malicious prosecution or false or improper service of process. However, this exclusion does not apply to "employment claims."

3. Extensions of Coverage

We will pay up to a maximum of $50,000 for any one "wrongful act"/$250,000 aggregate for:

a. Defense of any "claim" or "suit" arising out of the breach of a construction, an architectural or an engineering contract;

b. Defense of any "claim" or "suit" arising out of the formulation and or calculation of tax rates, taxes, assessments, or fees; the collection or return of taxes, assessments, fees, and/or the disbursement of tax refunds;

c. The investigation, defense or settlement (includes fines or penalties assessed in an EEOC or state equivalent enforcement action) of Equal Employment Opportunity Commission (EEOC) actions against the insured prior to any "suit" being filed; or

d. The defense of any non-monetary "claim" or "suit" not otherwise excluded.

The wrongful act limit of insurance provided under this Extensions of Coverage is part of, and not in addition to, the Each Occurrence Limit of Insurance shown in the Declarations. The aggregate limit of insurance provided under this Extensions of Coverage is the most we will pay for the sum of all "loss adjustment expense" because of a., b., c., or d. above.

COVERAGE E – EMPLOYEE BENEFITS LIABILITY

1. Applicability

This insurance applies to liability arising out of an "act, error or omission" of an insured, or of any other person for whose acts the Named Insured is legally liable. The "act, error or omission" must be committed in the "administration" of the Named Insured's "employee benefit program." The "act, error or omission" must take place in the "coverage territory" and occur during the "policy period."

2. Exclusions

In addition to Section II – General Exclusions, this insurance does not apply to:

a. Liability arising out of failure or performance of contract by any insurer, or any other party, including the Named Insured, obligated to afford benefits;

b. Liability arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";

c. Any "claim" or "suit" based upon:

(1) Failure of any investment to perform as represented by an insured;

(2) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program"; or

(3) The investment or non-investment of funds;

d. Liability arising out of your failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits;

e. Liability or "loss" for which benefits have accrued under the terms of your "employee benefit program" to the extent that such benefits are available from funds accrued by the Named Insured for such benefits or from collectible insurance, notwithstanding an insured's "act, error or omission" in administering the plan which precluded the claimant from receiving such benefits;

f. Liability or "loss" arising out of any dishonest, fraudulent, criminal or malicious "act, error or omission" committed by any insured;

g. Liability or "loss" arising out of "bodily injury," "property damage," "personal and advertising injury," a "wrongful act," or an "employment claim";

h. "Loss" for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended.

COVERAGE F – AUTO COVERAGES

A. Auto Liability Coverage

1. Applicability

a. This insurance applies to and we will pay all sums an insured legally must pay as "loss" because of "bodily injury" or "property damage" caused by an accident and resulting from the ownership, maintenance or use of a "covered auto."

b. This insurance also applies to and we will pay all sums an insured legally must pay as a "covered pollution cost or expense" caused by an accident and resulting from the ownership, maintenance or use of "covered autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" caused by the same accident.

c. Out-Of-State Coverage Extensions.

While a "covered auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the "covered auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the "covered auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

2. Exclusions

In addition to Section II – General Exclusions, this insurance does not apply to:

a. Care, Custody or Control

Except as provided under Coverage F., C. Auto Physical Damage Coverage, 5. Coverage Extensions paragraph g., "property damage" to or "covered pollution cost or expense" involving property owned or transported by an insured or in any insured's care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

b. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to:

(1) "Bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) The Named Insured's obligations under Wisconsin Statute Section 895.46(1) except where the Named Insured expected or intended the "bodily injury" or "property damage."

c. Fellow Employee

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you do not own or lease.

d. Handling of Property

"Bodily injury" or "property damage" resulting from the handling of property:

(1) Before it is moved from the place where it is accepted by the insured for movement into or onto the "covered auto"; or

(2) After it is moved from the "covered auto" to the place where it is finally delivered by the insured.

B. Auto Medical Payments Coverage

1. Applicability

As set forth in Section V-Conditions, 14. b. Other Insurance provision, we will pay, on an excess basis only, reasonable expenses incurred for necessary medical and funeral services to or for a "covered person" who sustains "bodily injury" caused by an accident. Medical services include chiropractic services. We will pay only those expenses incurred, for services rendered within three years from the date of the accident.

2. Exclusions

In addition to Section II – General Exclusions, this insurance does not apply to:

a. "Bodily injury" sustained by a "covered person" while "occupying" a vehicle located for use as a premise.

b. "Bodily injury" sustained by a "covered person" while "occupying" or struck by any vehicle (other than a "covered auto") owned by you or furnished or available for your regular use.

c. "Bodily injury" to your "employee" arising out of and in the course of employment by you.

d. "Bodily injury" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

e. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

f. "Bodily injury" sustained by a "covered person" while "occupying" any "covered auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by a "covered person" while the "auto" is being prepared for such a contest or activity.

3. Limit of Auto Medical Payments Coverage

Regardless of the number of "autos," "covered person(s)," insureds, premiums paid, claims made or vehicles involved in an accident, the most we will pay for "bodily injury" for each "covered person" injured in any one accident is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payment for the same elements of loss under this coverage and any Liability Coverage, Uninsured Motorists Coverage or Underinsured Motorists Coverage.

C. Auto Physical Damage Coverage

1. Applicability

a. We will pay for "loss" to a "covered auto" or its equipment under:

(1) Comprehensive Coverage
From any cause except:
(a) The "covered auto's" collision with another object; or
(b) The "covered auto's" overturn.

(2) Collision Coverage
Caused by:
(a) The "covered auto's" collision with another object; or
(b) The "covered auto's" overturn.

b. Towing

We will pay for towing up to $500 each time a "covered auto" is disabled due to a covered loss. We will also pay for labor costs incurred; however, the labor must be performed at the place of disablement.

c. Glass Breakage — Hitting a Bird or Animal — Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged "covered auto," we will pay for the following under Comprehensive Coverage:

(1) Glass breakage;

(2) "Loss" caused by hitting a bird or animal; and

(3) "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a "covered auto's" collision or overturn considered a "loss" under Collision Coverage.

2. Exclusions

In addition to Section II – General Exclusions, this insurance does not apply to:

a. "loss" to any "covered auto" while participating in any professional or organized racing or demolition contest or stunt activity, or while practicing for such contest or activity.

b. "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

(1) Wear and tear, freezing (except "loss" caused by freezing to permanently attached special equipment common to an emergency vehicle, unless the "loss" is caused by your failure to properly maintain such equipment), mechanical or electrical breakdown. In no event will "loss" to an automobile engine caused by freezing be covered by this policy.

(2) Blowouts, punctures or other road damage to tires.

However, this exclusion does not apply to "loss" caused by the accidental discharge of an air bag.

c. "loss" to property of any description not permanently attached to the "covered auto."

3. Limits of Auto Physical Damage Coverage

The most we will pay for "loss" is:

a. The cost of replacing the damaged or stolen property but only for a "covered auto" that, based on model year at the time of loss is deemed a "total loss" and is;

(1) five years old or newer and has a replacement cost of $100,000 or less; or

(2) ten years old or newer and has a replacement cost in excess of $100,000.

b. If a. above does not apply then we will pay the least of:

(1) The cost of repairing the damaged property with parts of like kind and quality;

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The limit stated on the schedule of "covered autos."

4. Deductibles for Auto Physical Damage Coverage

For each “covered auto,” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.

a. Deductible Waiver

If a “loss” covered under this Auto Physical Damage Coverage also involves a “loss” under another coverage part issued by us only one deductible, the largest, will be applied. Regardless of the number of “covered autos” suffering a physical damage “loss” while engaged in a single “accident,” only one deductible, the largest, shall apply to the entire event.

b. Waiver of Collision Deductible

This Auto Physical Damage Coverage will not apply the deductible to “loss” caused by collision by another vehicle if all of these conditions are met:

(1) The “loss” to a “covered auto” is greater than the deductible amount; and

(2) The owner and driver of the other vehicle are identified; and

(3) The owner and driver of the other vehicle has a liability policy covering the “loss”; and

(4) The driver of the “covered auto” is not legally responsible, in any way, for causing or contributing to the “loss.”

5. Coverage Extensions for Auto Physical Damage Coverage

a. Personal Auto – Physical Damage Deductible Recovery

We will reimburse your “employees,” volunteers, elected or appointed officials, and members of any board, council, committee, commission, agency or other organization of yours for the physical damage deductible applicable to their personal auto policy, up to $500 per “auto” for damage to any “auto” owned or leased by the “employee,” volunteer, elected or appointed official, or member of any board, council, committee, commission, agency or other organization of yours which occurs while that "auto” is used in connection with your business. We will not pay anyone more than once, directly or indirectly, for the same elements of "loss."

b. Hired Auto

If Comprehensive or Collision coverages are provided under this Auto Physical Damage Coverage for any “covered auto” you own, then the Auto Physical Damage Coverages provided are extended to “autos” you hire.

The most we will pay for "loss" to any hired "auto" is the lesser of $100,000 or Actual Cash Value or Cost of Repair, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an accident for which you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $500 per accident.

c. Commandeered Autos

If Comprehensive and Collision Coverage is provided, then Comprehensive and Collision coverage is extended to "autos" you commandeer as a result of your business activities or operations.

The most we will pay for "loss" to any commandeered "auto" is the lesser of $500,000 or Actual Cash Value or Cost of Repair, minus a deductible of $500. No deductible applies to "loss" caused by fire or lightning. Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any "auto" you own.

We will also cover loss of use of the commandeered "auto" if it results from an accident for which you are legally liable and the owner incurs an actual financial loss, subject to a maximum of $500 per accident.

d. Lease Gap Coverage

If a long-term leased "auto" is a "covered auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total "loss" we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

e. Temporary Transportation Expense

We will pay for transportation expense incurred by you because of the covered damage to a "covered auto." We will pay only for those "covered autos" for which you carry Comprehensive or Collision Coverage. No deductible shall apply.

f. Mutual Aid Reimbursement

We will reimburse you for the expense of mutual aid assistance incurred by you when you request assistance from another municipality because of a covered "loss" to an "auto" of the responding municipality.

The amount we will reimburse you will be limited to the lesser of the following amounts for each mutual aid assistance made for you by another municipality:

(1) Necessary and actual expenses incurred; or

(2) Five Thousand Dollars ($5,000).

No deductible will apply to this reimbursement. Coverage shall be excess of the responding municipality's Physical Damage coverage.

g. Care, Custody or Control

We will pay for "loss" to:

(1) "Autos" of others left in your care, custody or control while being impounded, attended, serviced, repaired, parked or stored by you; and

(2) Property transported by you, other than property owned by you or any insured.

Subject to a maximum of $250,000 for all "loss" in any one event, the most we will pay is $100,000 any one "auto" under (1) above and $100,000 any one "loss" under (2) above.

The insurance provided under (1) above does not apply to any "covered auto" including any "auto" owned by you or any insured.

Our obligation to pay for "loss" applies only to the amount of "loss" in excess of $1,000 deductible each accident. We may pay all or any part of the deductible amount to affect settlement of any "claim" or "suit" and you shall promptly reimburse us for that part of the deductible we paid upon written demand by us.

We will not pay anyone more than once, directly or indirectly, for the same element of loss.

h. Employee's or Volunteer's Personal Effects in Autos

(1) We will pay for "loss" to personal effects located within an "auto" owned by you, an "employee" or a volunteer if at the time of "loss," the "employee" or volunteer is acting within the scope of their duties for you.

(2) We will not pay for "loss" caused by theft of personal effects from an unattended "auto" unless:

(a) The "auto" is equipped with a fully enclosed body or compartment; and

(b) The "loss" is a direct result of forcible entry (of which there is visible evidence) into a fully enclosed body, the doors and windows of which were securely locked, or from a compartment which was locked.

The most we will pay for "loss" to personal effects is $2,500 in any one "accident." We will not pay anyone more than once, directly or indirectly, for the same element of "loss."

6. Conditions for Auto Physical Damage Coverage

a. Appraisal for Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

(1) Pay its chosen appraiser, and

(2) Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

b. Loss Payment and Physical Damage Coverages

At our option we may:

(1) Pay for, repair or replace damaged or stolen property;

(2) Return the stolen property, at our expense. We will pay for any "loss" that results to a "covered auto" from the theft; or

(3) Take all or any part of the damaged or stolen property at an agreed or appraised value.

c. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud by you at any time as it relates to this coverage. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

(1) This coverage;

(2) The "covered auto";

(3) Your interest in the "covered auto"; or

(4) A claim under this coverage.

No oral or written statement, representation or warranty made by the Named Insured or on its behalf in the negotiation for or procurement of this coverage shall be deemed material or defeat or void this coverage, unless such statement, representation or warranty was false and made with intent to deceive, or unless the matter misrepresented or made a warranty

increased the risk or contributed to the “loss.” No breach of a warranty in this coverage shall defeat or void this coverage, unless the breach of such warranty increased the risk at the time of "loss," or contributed to the "loss," or existed at the time of the "loss."

Our authorized representative's knowledge will be considered our knowledge. If our authorized representative knows before an accident or "loss" something which violates a policy condition, such knowledge will not void the policy or defeat a recovery for a claim.

COVERAGE G — UNINSURED AND UNDERINSURED MOTORIST COVERAGE

1. Applicability

a. We will pay all sums a “covered person” is legally entitled to recover as compensatory damages from the owner or driver of an “uninsured motor vehicle” or “underinsured motor vehicle.” The damages must result from “bodily injury” sustained by a “covered person” caused by an accident. The owner’s or driver’s liability for these damages must result from the ownership, maintenance or use of an “uninsured motor vehicle” or “underinsured motor vehicle.”

b. We will pay under Uninsured Motorist Coverage only after all liability bonds or policies have been exhausted by payment of judgments or settlements.

c. We will pay under Underinsured Motorist Coverage only if:

(1) The limits of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; and

(2) If there is a tentative settlement made between a “covered person” and the insurer of the “underinsured motor vehicle,” we have been given prompt written notice of such tentative settlement and we have either:

(a) Advanced payment to the “covered person” in an amount equal to the tentative settlement within 30 days after receipt of notification; or

(b) Waived subrogation against the underinsured motorist.

d. Any judgment for “loss” arising out of a “suit” brought without our written consent is not binding on us.

2. Exclusions

In addition to Section II – General Exclusions, this insurance does not apply to:

a. Any “claim” settled without our consent.

b. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.

c. “Bodily injury” sustained by:

(1) Any insured while “occupying” or when struck by any vehicle owned by that insured that is not a “covered auto” for Uninsured Motorists Coverage or Underinsured Motorist Coverage under this Coverage G;

(2) Any insured while “occupying” or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage or Underinsured Motorist Coverage on a primary basis under any other insurance coverage form or policy.

d. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

e. Punitive or exemplary damages.

COVERAGE H — CRIME

PART I – CRIME COVERAGE

In consideration for payment of Premiums to the “Company”, and subject to the terms and limits of this Coverage Part, the “Company” agrees to provide coverage as stated in this “Crime Coverage”**.**

1. INSURING AGREEMENT

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Schedule of “Declarations” and applies to “Loss” that you sustain resulting directly from an “Occurrence” taking place at any time which is “Discovered” by you during the “Policy Period” shown in the Schedule of “Declarations” or during the period of time provided in the Extended Period to “Discover” “Loss” Condition **Part II – General Conditions**.

2. COVERAGES

a. Employee Dishonesty and Faithful Performance of Duty Blanket Coverage

(1) We will pay on your behalf “Employee” Dishonesty Coverage and Faithful Performance of Duty which is extended to include “Loss” resulting from the failure of any “Employee” to perform duties prescribed by state law, charter, ordinance or resolution of your governing body, including an ability to faithfully perform those duties because of a criminal act committed by a person other than an “Employee”. Coverage shall be afforded to your officials and “Employees” who are required by law to give bonds for the faithful performance of their duties.

(2) **Loss** of **Money**, **Securities**, and **Other Property** which the “Insured” shall sustain, to an amount not exceeding in the aggregate the amount stated in the Limit of Liability Section shown on the “Declarations” applicable to the Schedule of Coverage “Declarations” page, resulting directly from one or more fraudulent or dishonest acts committed by an “Employee”, acting alone or in collusion with others.

Dishonest or fraudulent acts as used in this policy shall mean only dishonest or fraudulent acts committed by such "Employee" with the manifest intent to cause the "Insured" to sustain such "Loss"; and to obtain financial benefit for the "Employee", or for any other person or organization intended by the "Employee" to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions, or other "Employee" benefits earned in the normal course of employment.

b. Loss Inside the Premises Coverage – Money and Securities

(1) "Loss" of "Money" and "Securities" by the actual destruction, disappearance, or wrongful abstraction thereof within the "Premises" or within any "Banking Premises", or similar recognized places of safe deposit.

(2) "Loss" of (1) "Other Property" by "Safe Burglary" or "Robbery" within the "Premises" or attempt thereat, and (2) a locked cash drawer, cash box, or cash register by felonious entry into such container within the "Premises" or attempt thereat or by felonious abstraction of such container from within the "Premises" or attempt thereat.

(3) Damage to the "Premises" by such "Safe Burglary", "Robbery" or felonious abstraction, or by or following entry by burglary into the "Premises" or attempt thereat, provided with respect to damage to the "Premises" the "Insured" is the owner thereof or is liable for such damage.

c. Loss Outside the Premises Coverage – Money and Securities

(1) "Loss" of "Money" and "Securities" by the actual destruction, disappearance, or wrongful abstraction thereof outside the "Premises" while being conveyed by a "Custodian", "Messenger", or any armored motor vehicle "Company", or while within the living quarters in the home of any "Custodian" or "Messenger".

(2) "Loss" of "Other Property" by "Robbery" or attempt thereat outside the "Premises" while being conveyed by a "Custodian", "Messenger", or any armored motor vehicle "Company", or by "Theft" while within the living quarters in the home of any "Custodian" or "Messenger".

d. Money Orders and Counterfeit Paper Currency Coverage due to the acceptance in good faith, in exchange for merchandise, "Money" or service, of any post office or express "Money" order, issued or purporting to have been issued by any post office or express "Company", if such "Money" order is not paid upon presentation, or due to the acceptance in good faith in the regular course of business of counterfeit United States or Canadian paper currency.

e. Depositors Forgery or Alteration Coverage

(1) "Loss" which the "Insured" or any bank which is included in the "Insureds" proof of "Loss" and in which the "Insured" carries a checking, savings, or electronic account, as their respective interests may appear, shall sustain through "Forgery" or alteration of, on or in any check, draft, promissory note, bill or exchange, or similar written promise, order or direction to pay a certain sum of "Money", made or drawn by or drawn upon the "Insured" or made or drawn by one acting as agent of the "Insured", or purporting to have been made or drawn as herein before set forth, including:

(a) any check, draft, or electronic payment made or drawn in the name of the "Insured", payable to a fictitious payee and endorsed in the name of such fictitious payee;

(b) any check, draft, or electronic payment procured in a face-to-face transaction with the "Insured", or with one acting as agent of the "Insured", by anyone impersonating another and made or drawn payable to the one so impersonated and endorsed by anyone other than the one so impersonated; and

(c) any payroll check, payroll draft, or payroll order made or drawn in hard copy or electronic by the "Insured", payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority from such payee.

Whether or not any endorsement mentioned in a., b., or c. above be a "Forgery" within the law of the place controlling the construction thereof.

(2) Mechanically, electronically, or digitally reproduced signatures are treated the same as handwritten signatures.

(3) The "Insured" shall be entitled to priority of payment over "Loss" sustained by any bank aforesaid. "Loss" under this policy, whether sustained by the "Insured" or such bank, shall be paid directly to the "Insured" in its own name, except in cases where such bank shall have already fully reimbursed the "Insured" for such "Loss". The liability of the "Company" to such bank for such "Loss" shall be a part of and not in addition to the amount of coverage applicable to the "Insureds" office to which such "Loss" would have been allocated had such "Loss" been sustained by the "Insured".

(4) If the "Insured" or such bank shall refuse to pay any of the foregoing instruments made or drawn as herein before set forth, alleging that such instruments are forged or altered, and such refusal shall result in suit being brought against the "Insured" or such bank to enforce such payment and the "Company" shall give its written consent to the defense of such suit, then any reasonable attorneys' fees, court costs, or similar legal expenses incurred and paid by the "Insured" or such bank in such defense shall be construed to be a "Loss" under this Coverage Agreement and the liability of the "Company" for such "Loss" shall be in addition to any other liability under this policy.

f. Computer Fraud

For "Loss" of or damage to "Money", "Securities", and "Other Property" resulting directly from the use of any computer or other authorized electronic device to fraudulently cause a transfer of that property from inside the "Premises" or "Banking Premises":

(1) To a person (other than a "Messenger") outside those "Premises"; or

(2) To a place outside those "Premises".

Conditions Applicable to Insuring Agreement 2. (f)

(1) Mechanical, Electronic, or Digital Signatures
We will treat signatures that are produced or reproduced mechanically, electronically, digitally, or by other means the same as handwritten signatures.

(2) Proof Of Loss
You must include with your proof of "Loss" any instrument involved in that "Loss", or, if that is not possible, an affidavit setting forth the amount and cause of "Loss".

g. Funds Transfer Fraud

The "Company" will pay for "Loss" of "Funds" resulting directly from a "Fraudulent Instruction" directing a financial institution to transfer, pay or deliver "Funds" from your "Transfer Account".

3. DEDUCTIBLE

The "Company" will not pay for "Loss" in any one "Occurrence" unless the amount of "Loss" exceeds the deductible amount shown in the Schedule of Coverage "Declarations". We will then pay the amount of "Loss" in excess of the deductible amount, up to the Limit of Insurance. In the event more than one deductible amount could apply to the same "Loss", only the highest deductible amount may be applied.

PART II – GENERAL CONDITIONS

In addition to General Policy Conditions in Section V the following Coverage Conditions apply to Coverage H.

1. CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS

a. Duties in the Event of Loss

After you "Discover" a "Loss" or a situation that may result in "Loss" of or damage to "Money", "Securities", or "Other Property" you must:

(1) Notify us as soon as practical if you have reason to believe that any "Loss" (except for "Loss" covered under Insuring Agreement **2.(a), 2.(b), 2.(c), 2.(e) or 2.(f)** involves a violation of law, you must also notify the local law enforcement authorities.

(2) Submit to examination under oath at our request and give us a signed statement of your answers.

(3) Produce for our examination all pertinent records.

(4) Give us a detailed, sworn proof of "Loss" within 120 days.

(5) Cooperate with us in the investigation and settlement of any claim.

(6) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the "Insured" because of "Loss" or damage to which this insurance may also apply.

b. Extended Period to Discover Loss

We will pay for "Loss" that you sustained prior to the effective date of cancellation of this insurance, which is "Discovered" by you no later than 60 days from the date of that cancellation.

However, this extended period to "Discover" "Loss" terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for "Loss" sustained prior to its effective date.

c. Joint Insured

(1) If more than one "Insured" is named in the "Declarations", the first Named "Insured" will act for itself and for every other "Insured" for all purposes of this insurance. If the first Named "Insured" ceases to be covered, then the next Named "Insured" will become the first Named "Insured".

(2) If any "Insured", or official of that "Insured", has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every "Insured".

(3) An "Employee" of any "Insured" is considered to be an "Employee" of every "Insured".

(4) If this insurance or any of its coverages is cancelled as to any "Insured", "Loss" sustained by that "Loss" is covered only if it is "Discovered" by you no later than 60 days from the date of that cancellation.

However, this extended period to "Discover" "Loss" terminates immediately upon the effective date of any other insurance obtained by that "Insured", whether from us or another insurer, replacing in whole or in part the coverage afforded, under this insurance, whether or not such other insurance provides coverage for "Loss" sustained prior to its effective date.

(5) We will not pay more for "Loss" sustained by more than one "Insured" than the amount we would pay if all such "Loss" had been sustained by one "Insured".

(6) Payment by us to the first Named "Insured" for "Loss" sustained by any "Insured", other than an "Employee" benefit plan, shall fully release us on account of such "Loss".

d. Legal Action Against Us

You may not bring any legal action against us involving "Loss":

(1) Unless you have complied with all the terms of this insurance;

(2) Until 120 days after you have filed proof of "Loss" with us; and

(3) Unless brought within 2 years from the date you "Discovered" the "Loss".

If law prohibits any limitation in this Condition, such limitation is amended so as to equal the minimum period of limitation provided by such law.

e. Loss Covered Under More Than One Coverage of this Insurance

If two or more coverages apply to the same "Loss", we will pay you for the lesser of:

(1) The actual amount of "Loss"; or

(2) The highest amount shown in the Schedule for any one "Loss" or "Occurrence".

This insurance will be excess over the LWMMI-001 10 03 Cyber Liability Endorsement for any valid or collectible "Loss".

f. Non-Accumulation Limit of Insurance

The most we will pay for "Loss" in any one "Occurrence" is the applicable Limit of Insurance shown in the Crime Coverage Schedule of Coverage "Declarations". Regardless of the number of years this insurance remains enforce or the number of premiums paid, no Limit of Insurance cumulates from year to year or **Policy Period** to **Policy Period**.

g. Other Insurance

If other valid and collectible insurance including LWMMI-001 10 03 Cyber Liability Endorsement is available to you for "Loss" covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance or Individual Bond

When this insurance is written as primary insurance, and:

(a) You have other insurance covering the same "Loss" other than that described in Paragraph (g) above, we will only pay for the amount of "Loss" that exceeds:

i. The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

ii. The Deductible Amount shown in the "Declarations";

whichever is greater. Our payment for "Loss" is subject to the terms and conditions of this insurance.

(b) This insurance will be excess over the LWMMI-001 10 03 Cyber Liability Endorsement for any valid or collectible "Loss".

h. Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property:

(1) That you own or lease; or

(2) That you hold for others; or

(3) For which you are legally liable, except for property inside the "Premises" of a client of yours.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for "Loss" that is covered under this insurance must be presented by you.

i. Recoveries

(1) Any recoveries, less the cost of obtaining them, made after settlement of "Loss" covered by this insurance will be distributed as follows:

(a) To you, until you are reimbursed for any "Loss" that you sustain that exceeds the Limit of Insurance and the applicable Deductible;

(b) Then to us, until we are reimbursed for the settlement made;

(c) Then to you, until you are reimbursed for that part of the "Loss" equal to the applicable Deductible.

(2) Recoveries do not include any recovery:

(a) From insurance, suretyship, reinsurance, security, or indemnity taken for our benefit; or

(b) Of original "Securities" after duplicates of them have been issued.

j. Valuation – Settlement

(1) Subject to the applicable Limit of Insurance provision, we will pay you for:

(a) "Loss" of "Money", but only up to and including its face value.

(b) "Loss" of "Securities", but only up to and including their value at the close of business on the day the "Loss" was "Discovered". We may, at our option:

i. Pay the market value of such "Securities" or replace them in kind, in which event you must assign to us all your rights, title, and interest in and to those "Securities"; or

ii. Pay the cost of any Lost "Securities" Bond required in connection with issuing duplicates of the "Securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

a) Market value of the **"**Securities" at the close of business on the day the "Loss" was "Discovered"; or

b) The Limit of Insurance applicable to the "Securities".

(c) "Loss" of or damage to "Other Property", or "Loss" from damage to the "Premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

i. The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;

ii. The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

iii. The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs **(w) (1) c. i.** through **(w) (1) c. iii.** above, we will not pay on a replacement cost basis for any "Loss" or damage:

a) Until the lost or damaged property is actually repaired or replaced; and

b) Unless the repairs or replacement are made as soon as reasonably possible after the "Loss" or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

(3) The Company agrees to pay for all reasonable costs, fees, or other expenses that you incur and pay to an outside or independent accounting firm, auditing, or other service used to determine the amount of "Loss" covered under this coverage. We will pay for costs, fees, or expenses after the settlement of the covered "Loss" and the amount we will pay is part of, not in addition to, the maximum limit shown within this endorsement.

PART III - EXCLUSIONS

In addition to General Policy Exclusions in Section II the following Coverage Exclusions apply to Coverage H.

1. The "Company" will not pay for:

   a. Accounting or Mathematical Errors

   "Loss" resulting from accounting, mathematical, or record-keeping errors or omissions.

   b. Acts of Employees or Officials Prior to the Policy Period

   "Loss" caused by an "Employee" or Official if the "Employee" or Official had also committed "Theft" or any other dishonest act prior to the effective date of this insurance, and you or any of your officials, not in collusion with the "Employee", learned of that "Theft" or dishonest act prior to the **Policy Period** shown in the "Declarations".

   c. Acts of Officials, Employees, or Representatives

   "Loss" resulting from "Theft", or any other dishonest act committed by any of your officials, "Employees", or authorized representatives:

   (1) Whether acting alone or in collusion with other persons; or

   (2) While performing services for you or otherwise;

   Except when covered under Insuring Agreement **2. (a).**

   d. Confidential Information

   "Loss" resulting from:

   (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods, or customer lists; or

   (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information, or similar non-public information.

   e. Dishonest or Criminal Acts

   "Loss" resulting from any dishonest or criminal act committed by any of your "Employees", directors, Companies, or authorized representatives, while performing services for you or otherwise, and whether acting alone or in collusion with other persons as it relates to Coverages **2.(b), (c), (d), (e), (f)** and **(g);**

f. Exchanges or Purchases

"Loss" resulting from the giving or surrendering of property in any exchange or purchase.

g. Fire

"Loss" or damage resulting from fire, however caused, except:

(1) "Loss" of or damage to "Money" and "Securities"; and

(2) "Loss" from damage to a safe or vault.

h. Governmental Action

"Loss" resulting from seizure or destruction of property by order of governmental authority.

i. Indirect Loss

"Loss" that is an indirect result of an "Occurrence" covered by this insurance including, but not limited to, "Loss" resulting from:

(1) Your inability to realize income that you would have realized had there been no "Loss" of or damage to "Money", "Securities", or "Other Property".

(2) Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a "Loss" covered under this insurance.

(3) Payment of costs, fees, or other expenses you incur in establishing either the existence or the amount of "Loss" under this insurance.

j. Inventory Shortages

"Loss", or that part of any "Loss", the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and "Loss" computation.

k. Legal Action

We will not pay under this coverage part for any costs, fees, or other expenses related to any legal action.

l. Loss Evaluation Costs

Payment of costs, fees, or other expenses you incur in establishing either the existence or the amount of "Loss" under this insurance.

m. Loss of Money in Any Device

"Loss" of "Money" contained in any "Money" operated device unless the amount of "Money" deposited in it is recorded by a continuous recording instrument in the device.

n. Motor Vehicles or Equipment and Accessories

"Loss" of or damage to motor vehicles, trailers or semi-trailers, or equipment and accessories attached to them under this coverage part.

o. Surrendering or Transfer of Property

"Loss" resulting from the giving, surrendering, or transfer of property in any exchange or purchase. "Loss" of property after it has been transferred or surrendered to a person or place outside the "Premises" or "Banking Premises" on the basis of unauthorized instructions; or as a result of a threat to do bodily harm to any person or damage to any property. This Exclusion does not apply to "Loss" of "Money" and "Securities" while outside the "Premises" or "Banking Premises" in the care and custody of a "Messenger" if you had no knowledge of any threat at the time the conveyance began or had knowledge of the threat at the time the conveyance began, but the "Loss" was not related to the threat.

p. Trading

"Loss" resulting from trading, whether in your name or in a genuine or fictitious account.

q. Vandalism

"Loss" from damage to the "Premises" or its exterior or to containers of covered property by vandalism or malicious mischief.

r. Voluntary Parting of Title or Possession of Property

"Loss" resulting from your, or anyone acting on your expressed or implied authority, being induced by any dishonest act to voluntarily part with title or possession of any property.

PART IV - DEFINITIONS

In addition to General Policy Definitions in Section VI the following General Policy Definitions apply to Coverage H.

1. **BANKING PREMISES** means the interior of that portion of any building occupied by a banking institution or similar safe depository.

2. **COUNTERFEIT PAPER CURRENCY** means an imitation of "Money" that is intended to deceive and to be taken as genuine.

3. **CUSTODIAN** means you, or any "Employee" while having care and custody of property inside the "Premises", excluding any person while acting as a "watchperson" or janitor.

4. **DISCOVER** or **DISCOVERED** means the time when you first become aware of facts which would cause a reasonable person to assume that a "Loss" of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such "Loss" occurred, even though the exact amount or details of "Loss" may not then be known.

   "Discover" or "Discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances, which, if true, would constitute a "Loss" under this insurance.

5. **EMPLOYEE**:

   a. "Employee" means any person covered under Section 3 Who Is An Insured

   b. "Employee" does not mean any agent, independent contractor, or unauthorized representative of the named Insured.

6. **FORGERY** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature, which consists in whole, or in part of one's own name signed with or without authority, in any capacity, for any purpose.

7. **FRAUDULENT INSTRUCTION** means:

   a. An electronic, telegraphic, cable, teletype, telefacsimile, or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

   b. A written instruction (other than those described in Insuring Agreement **2.(e)** issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

   c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone, or written instruction initially received by you which purports to have been transmitted by an "Employee", but which was in fact fraudulently transmitted by someone else without your or the "Employees" knowledge or consent.

8. **FUNDS** means "Money" and "Securities".

9. **LOSS** under **Coverage H** only means direct and accidental monetary "Loss" or damage and will include judgments or settlements but "Loss" does not include fines imposed by law, punitive or exemplary damages or matters which may be deemed uninsurable under the law pursuant to which the policy will apply.

10. **MESSENGER** means you or any "Employee" while having care and custody of property outside the "Premises".

11. **MONEY** means: currency, coins, bank notes, bullion, travelers' checks, registered checks, and "Money" orders held for sale, or "Money" accepted in good faith in the regular course of business of counterfeit United States or Canadian paper currency.

12. **OCCURRENCE** under **Coverage H** only means:

a. Under Insuring Agreement Coverages **2.(a) and 2.(b):**

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by an "Employee" acting alone or in collusion with other persons, during the **Policy Period** shown in the "Declarations", before such **Policy Period** or both.

b. Under Insuring Agreement Coverages **2.(c) and All Other Insuring Agreements:**

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons involving one or more instruments, during the **Policy Period** shown in the "Declarations", before such **Policy Period** or both.

13. **OTHER PROPERTY** means any tangible property other than "Money" and "Securities" that has intrinsic value. "Other Property" does not include computer programs, electronic data, or any property specifically excluded under this insurance.

14. **PREMISES** means the interior of that portion of any building you occupy in conducting your business.

15. **ROBBERY** means the unlawful taking of property from the care and custody of a person by one who has:

a. Caused or threatened to cause that person bodily harm; or

b. Committed an obviously unlawful act witnessed by that person.

16. **SAFE BURGLARY** means the unlawful taking of:

a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

b. A safe or vault from inside the "Premises".

17. SECURITIES means negotiable and nonnegotiable instruments or contracts representing either "Money" or property and includes:

a. Tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidence of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "Money". "Money" is not considered to be "Securities".

18. THEFT means the unlawful taking of property to the deprivation of the "Insured".

19. TRANSFER ACCOUNT means an account maintained by you at a financial institution from which you can initiate the transfer, payment, or delivery of "Funds":

a. By means of electronic, telegraphic, cable, teletype, telefacsimile, or telephone instructions communicated directly through an electronic "Funds" transfer system; or

b. By means of written instructions (other than those described in Insuring Agreement **A.3.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic "Funds" transfer system.

SUPPLEMENTARY PAYMENTS — COVERAGES A, B, D, E, AND F

We will pay with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

2. Up to $10,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "bodily injury" liability coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to $500 a day because of time off from work.

5. All costs taxed against the insured in the "suit."

6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

8. Up to a maximum of $5,000 with respect to any "claim" or "suit" for water contamination notification expenses directly incurred by you in notifying your customers or when required by law or a regulatory authority, of actual or possible water contamination.

We do not require that you give us advance notice or obtain our approval prior to incurring these expenses. However, we will require you to submit itemized bills covering all necessary printing, mailing and other expenses relating to the giving of any required notice to your customers.

9. Up to a maximum of $100,000 reimbursement for legal defense expenses incurred by an insured in defending an alleged criminal act committed by an insured while acting within the scope of his/her duties. Reimbursement to the insured will only be made if the criminal charges are dropped, or the insured is acquitted, and the Named Insured authorizes reimbursement from us. Reimbursable legal defense expenses are limited to:

a. Fees or expenses paid by the insured to an attorney or law firm at the prevailing rate paid by us;

b. Fees or expenses paid by the insured to the court having jurisdiction;

c. Fees or expenses paid by the insured to witnesses that testify on the insured's behalf except for any witness who is an insured; or

d. The cost of any required court bonds paid by the insured, but we do not have to provide such bonds.

These payments will not reduce the limits of insurance.

SECTION II–GENERAL EXCLUSIONS

All Coverages included in this policy are subject to the following General Exclusions.

This insurance does not apply to:

1. Aircraft or Watercraft

Liability or "loss" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

a. A watercraft while ashore on premises you own or rent;

b. Watercraft unless being used to carry persons or property for a charge;

c. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

d. Aircraft hired by you with a crew seating eight or less;

e. Aircrafts not designed to carry passengers; commonly referred to as drones.

2. Airports

Liability or "loss" arising out of the ownership, maintenance, operation, or use of any airfield equipped with Federal Aviation Administration controlled towers, including all runways, hangars, buildings or other properties in connection with aviation activities or any other use of airport facilities or properties.

3. Asbestos

a. Liability or "loss" at any time arising out of:

(1) The manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

(2) Any obligation of an insured to indemnify any party because of "loss" arising any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or

(3) Any obligation to defend any "suit" or "claim" against an insured seeking "loss," if such "suit" or "claim" results from or is contributed to, by any or any combination of the following: manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

b. However, this exclusion shall not apply to "bodily injury," "property damage," "personal and advertising injury," "wrongful acts," or "acts, errors or omissions" arising out of:

(1) "Emergency operations" or "training operations" conducted away from premises owned by, or rented to, the insured; or

(2) Waterborne asbestos.

4. Auto

Liability for any "loss" arising out of the ownership, maintenance, use, or entrustment to others of any "auto" owned or operated by or rented or loaned to any insured, other than "claim(s)" or "suit(s)" covered under **Coverage F**. Use includes operation and "loading or unloading."

5. Communicable Disease

a. Any liability, loss, damage, injury, cost, or expense of any kind whatsoever caused by, arising out of, directly related to, or resulting from, in whole or in any part:

(1) Any communicable disease, the spread of which is caused by a pathogen, virus, bacteria, parasite, mold, fungus, or other microorganism that induces symptoms of physical distress, mental anguish, illness, or disease; or

(2) Any action or inaction of any insured, or any entity acting or failing to act on behalf of any insured, or order of a governmental representative, authority, or agency undertaken to control, prevent, suppress, mitigate, test for, monitor, treat, or remediate the actual, suspected, or anticipated presence, existence or transmission of a communicable disease caused by any pathogen, virus, bacteria, parasite, mold, fungus, or other microorganism;

that actually or allegedly induces or is capable of inducing symptoms, physical distress, mental anguish, illness or disease.

b. The addition of this exclusion does not imply that any other provisions contained within this or prior policies do not also exclude coverage for liability, loss, damage, injury, cost, or expense caused by, or arising out of, related to, or resulting from any pathogen, virus, bacteria, parasite, mold, fungus, or other microorganism.

c. Subject to a sublimit of $50,000 for any one "occurrence" or "wrongful act" and $100,000 for all "occurrences" or "wrongful acts" during this "policy period," we will pay for any "loss" and "loss adjustment expense" arising from, caused by, contributed to or resulting from any pathogen, virus, bacteria, parasite, mold, fungus, or other microorganism that is not otherwise excluded by this Policy.

Our total liability for "loss" and "loss adjustment expense" with respect to this paragraph c., will not exceed $50,000 for any one "occurrence" or "wrongful act," and will never be more than $100,000 for all "occurrences" or "wrongful acts" during the "policy period." The sub limits provided herein are part of the Named Insured's Limit of Liability shown in the Declarations and not in addition to the Limit of Liability.

6. Contractual Liability

Liability for payment of contractual obligation for goods and services which the insured is obligated to pay by reason of contract or agreement. This exclusion does not apply to liability for "loss":

a. That the insured would have in the absence of the contract or agreement;

b. Assumed in a contract or agreement that is an "insured contract," provided the liability or damage occurs subsequent to the execution of the contract or agreement; or

c. Assumed in any joint powers or mutual aid agreements for tort damages.

7. Cyber Liability and Electronic Data

Liability for "loss," "loss adjustment expenses," damages, costs, fines, monitoring, or remediation arising out of:

a. Any cyber event, meaning any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to:

(1) names, unpublished address, unpublished phone number, driver's license or other state-issued identification number, social security number, financial account numbers, including saving or checking account, credit or debit card number and the related security code, password or pin for such account or card number;

(2) intellectual property, patents, trade secrets, processing methods, customer lists, financial information, health information; or

(3) any other type of nonpublic information; or

b. The destruction of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment. "Electronic data" is not tangible property.

This exclusion applies even if "loss," "loss adjustment expenses," damages, or other amounts are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other "loss," cost, or expense incurred by the "Named Insured" or others arising out of that which is described in a. or b. above.

8. Employee Indemnification and Employer's Liability

Liability to:

a. An "employee" of the Named insured arising out of and in the course of employment by the Named insured; however, "employee," for purposes of this exclusion does not include a "leased employee" or a "temporary worker"; or

b. Any volunteer for whom you are legally required to provide insurance under any workers compensation or disability benefits law or similar laws, arising out of and in the course of their duties for any insured; or

c. The spouse, child, parent, brother or sister of that "employee" or volunteer as a consequence of paragraphs (1) and (2) above.

This exclusion applies:

(1) Whether the Named Insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share "loss" with or repay someone else who must pay "loss" because of the injury.

This exclusion does not apply to liability assumed by the Named Insured under an "insured contract."

9. Employment–Related Practices

a. Liability to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment;

(c) Employment-related practices, policies, acts or omissions, including but not limited to coercion, demotion, failure to promote, evaluation, reassignment, discipline, harassment, humiliation, or discrimination directed at that person; or

(d) Any negligent or intentional misrepresentation made in connection with (a), (b), or (c) above; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1)(a), (1)(b), (1)(c) above is directed.

b. This exclusion applies:

(1) Whether the Named Insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share "loss" with or repay someone else who must pay "loss" because of the injury.

c. This exclusion does not apply to "employment claims" under Coverage D.

10. Lead

a. Liability for "loss" resulting from:

(1) Exposure to lead, paint containing lead, or any other material or substance containing lead; or

(2) Ingestion, inhalation or absorption of lead, paint containing lead, or any other material or substance containing lead.

b. Any "loss," cost or expense arising out of the investigation or defense of any "loss," injury or damage or any cost, fine or penalty or for any expense of "claim" or "suit" related to any of the above.

11. Nuclear Exclusion

This Insurance does not apply any Liability or expense arising out of any nuclear incident, accident, loss, occurrence, claim made or loss discovered; or as the result of the ownership, management, manufacture, design, services, operation, storage, use, existence, handling, processing, sale, distribution, responsibility for, disposal of, or Entrustment to Others of nuclear materials, nuclear products or the byproducts thereof.

12. Pollution

a. Liability for "loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

(2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste.

(3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible.

(4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

(5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants."

(6) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, the "covered auto";

(b) Otherwise in the course of transit by or on behalf of the insured; or

(c) Being stored, disposed of, treated or processed in or upon the "covered auto."

This paragraph (6) applies only to liability assumed under a contract or agreement.

(7) Before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the insured for movement into or onto the “covered auto”; or

(8) After the “pollutants” or any property in which the “pollutants” are contained are moved from the “covered auto” to the place where they are finally delivered, disposed of or abandoned by the insured.

b. Any “loss,” cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement 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, “pollutants”; or

(2) “claim” or “suit” by or on behalf of a governmental authority for “loss” because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants.”

However, this paragraph does not apply to liability for “loss” because of “property damage” that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such “claim” or “suit” by or on behalf of a governmental authority.

c. As to Coverage A only, this exclusion does not apply to:

(1) “Bodily injury” if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured;

(3) “Bodily injury” or “property damage” arising out of heat, smoke or fumes from a “hostile fire” or a fire set by your firefighters for training purposes;

(4) “Bodily injury” or “property damage” arising from overspray of paint during the application of paint by you or on your behalf by a contractor or subcontractor;

(5) “Bodily injury” or “property damage” arising from spilling or splashing of wet concrete or asphalt during pouring or laying of concrete or asphalt by you or on your behalf by a contractor or subcontractor;

(6) “Bodily injury” or “property damage” arising from spilling, splashing or overspray of liquid paving tar during application of liquid paving tar by you or on your behalf by a contractor or subcontractor;

(7) “Bodily injury” or “property damage” arising from airborne drifting of sandblasting materials during sandblasting operations performed by you or on your behalf by a contractor or subcontractor; or

(8) “Bodily injury” or “property damage” arising out of chemicals used in the operation of your public swimming pools;

(9) “Bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(10) “Bodily injury” or “property damage” sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;

(11) “Property damage” to a building or its contents or “bodily injury” caused by the backflow of materials resulting from the inability of your sanitary or storm sewer system to accommodate the amount of material being introduced into the system;

(12) “Bodily injury,” “property damage” or “clean-up costs” at or from any premises, site or location which you currently own, lease or occupy, or at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations. However, there is only coverage if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of the “pollutants”:

(a) Happens entirely above ground, meaning on or above the surface of ground or land, any waterway or body of water, or the basement floor of any building;

(b) Begins and ends within 72 hours;

(c) Is “sudden” and accidental, and is documented by you. As used herein “sudden” means happening quickly. This item (c) does not apply to the application or use of pesticides, herbicides, or road treatment chemicals as long as the application or use meets all federal, state, or local statutes, regulations, ordinances, or license requirements and the resulting “bodily injury”, “property damage”, or “clean-up costs” were neither expected nor intended.

The most we will pay for "bodily injury," "property damage" or "clean-up costs" as provided by this exception (12) under this policy is:

(i) $250,000 Each Occurrence. Subject to the Aggregate Limit shown below, this is the most we will pay for the sum of all "loss" because of all "bodily injury," "property damage" or "clean-up costs" arising out of any one "occurrence." This Each Occurrence sublimit of insurance is part of, and not in addition to, the Each Occurrence Limit of Insurance shown in the Declarations. If and when this Each Occurrence sublimit of insurance is exhausted, the terms, conditions and exclusions of the policy will be applied as if paragraph (12) above was not contained in this policy.

(ii) $1,000,000 Aggregate. This is the most we will pay for the sum of all "loss" because of all "bodily injury," "property damage" or "clean-up costs."

Our right and duty to defend any "suit" by virtue of the coverage afforded by this paragraph (12) ends when:

(a) We have exhausted the applicable limit of insurance in the payment of judgments or settlements; or

(b) We have tendered to you or a court the applicable limit of insurance.

d. As to Coverage F only, this exclusion does not apply to:

(1) Fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the "covered auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants";

(2) Accidents that occur away from premises owned by or rented to an insured with respect to "pollutants" not in or upon a "covered auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a "covered auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

13. Professional Health Care Services

Liability or "loss" arising out of:

a. The rendering or failure to render:

(1) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages; or

(2) Any health or therapeutic service, treatment, advice or instruction.

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

c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures. However this exclusion shall not apply to a municipal cemetery or an ambulance service owned by the insured.

This exclusion does not apply to:

(1) "wrongful acts," "bodily injury," "property damage," or "personal and advertising injury" arising out of the emergency health care services of your "employees" or volunteers who administer first aid, or who are first responders, paramedics, emergency medical technicians, or licensed or registered visiting nurses qualifying as an insured under this policy.

(2) An Emergency Medical Services Director, or similar position, but only for advice or instruction related to the Named Insured's emergency medical services operations.

(3) Medical services or treatments administered on behalf of a local health department owned and operated by the Named Insured. Medical services must be administered by employees or volunteers of the Named Insured but does not include services of physicians, surgeons, or dentists and does not include any 24 hour, urgent care, hospital, or nursing home care services.

14. Racing, Stunts, or Demolition Contest

"Bodily injury" or "property damage" arising out of the use of and "auto" or "mobile equipment" while participating in any professional or organized racing or demolition contest or stunt activity, or while practicing for such contest or activity.

15. War

Any "claim," "suit" or "loss" based upon, arising out of or attributable to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

16. Workers Compensation and Similar Laws

Any obligation of the Named Insured under a worker's compensation, disability benefits or unemployment compensation law or any similar law.

SECTION III–WHO IS AN INSURED

---

1. **With respect to Coverage A, B, D, E, and H only** the term insured as used herein means the entity designated in the Declarations as the Named Insured and the following:

a. A governmental agency or subdivision, department, municipal body, board or commission, or not-for-profit corporation which is owned and controlled by you.

b. Your mayor, village president, city or village manager, chief of police, department managers/administrators; and all persons who were, now are, or shall be lawfully elected, appointed, or employed officials of the Named Insured; members of any board, commission or agency operated by and under the jurisdiction of the Named Insured all while acting within the scope of their duties.

c. Officers of the Named Insured as defined under Wisconsin Statute Section 895.46(1) performing non-delegable duties.

d. The police department or any other law enforcement agency and any code enforcement department of the Named Insured, but only as respects your "law enforcement activities".

e. Any person while providing services under a mutual aid agreement, joint powers agreement or similar arrangements including entities created under Wisconsin Statute Section 66.30, but only with respect to the conduct of your business and only to the extent of your participation or your interest.

f. Your "employees," volunteers and "temporary workers" other than those named in paragraph 1.b. above, but only for acts within the scope of their employment by you or in the course of their duties for you and at your direction.

However, no "employee", volunteer or "temporary worker" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you or to a co-"employee", other volunteer or co- "temporary worker" while that co-"employee", other volunteer or co- "temporary worker" is either in the course of his or her employment or while acting at the direction of, and within the scope of their duties for you;

(b) To the spouse, child, parent, brother or sister of that co-"employee", other volunteer or co-"temporary worker" as a consequence of paragraph (a) above;

(c) For which there is an obligation to share "loss" with or repay someone else who must pay "loss" because of the injury described in paragraphs (a) or (b) above ; or

(d) Arising out of his or her providing or failing to provide professional health care services. But this exclusion does not apply to an "employee" or volunteer of yours who is providing first aid or who is a first responder, paramedic, emergency medical technician, or licensed or registered visiting nurse while acting within the scope of their employment by you or in the course of their duties for you.

(2) "Property damage" to property owned, occupied, or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any of your volunteers or any of your "temporary workers". However, this

paragraph does not apply to “property damage” to the personal effects of a patient or other transported person while you are providing ambulance services.

g. Your “employees” and authorized volunteer emergency medical technicians (EMTs), paramedics, first responders and nurses are insureds with respect to their liability for rendering or failing to render emergency care in a medical emergency outside of their normal duties for you as your “employees” or volunteers if at the time of such medical emergency:

(1) They are not acting within the scope of their duties as an “employee” for an employer other than you or as a volunteer for a person or organization other than you; and

(2) They are not entitled to any remuneration for the rendering of emergency medical services.

2. With respect to Coverage F only, the following are insureds for any “covered auto”:

a. Any “employee” of yours, any volunteer of yours, any elected or appointed official of yours, any officer of yours as defined under Wisconsin Statute Section 895.46(1) performing non-delegable duties, or any member of any board, council, committee, commission, agency of yours, while using in your business an “auto” you do not own, hire or borrow.

b. Anyone else while using with your permission a “covered auto” you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a “covered auto”. This exception does not apply if the “covered auto” is a trailer connected to a “covered auto” you own.

(2) Anyone other than your “employees” or volunteers, or a lessee or borrower or any of their “employees”, while moving property to or from a “covered auto”.

c. Anyone liable for the conduct of an insured described above but only to the extent of that liability.

d. If your business is other than selling, servicing, repairing or parking “autos,” an insured includes an officer, agent or "employee" of such business while using a “covered auto.” However, that person is an insured only if he or she has no other valid and collectible insurance with at least the applicable minimum limit specified by Wisconsin Statute Section 344.15. In this event, coverage will be provided only up to the applicable minimum limit specified by Wisconsin Statute Section 344.15.

e. The owner of an “auto” commandeered by you, but only with respect to liability arising out of your operations.

f. The owner or anyone else from whom you rent, lease or borrow a temporary substitute “auto” for a covered “auto” you own, but only while that temporary substitute “auto” is being used by you.

3. With respect to “mobile equipment” or watercraft commandeered by you, the owner of the equipment is an insured but only with respect to liability arising out of your operation of the equipment. However, no person or organization is an insured with respect to:

a. “Bodily injury” to a co-“employee” of the person driving the equipment, or

b. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any municipality, special district or other entity you newly acquire or form will qualify as a Named Insured if there is no other similar insurance available to that municipality, special district or other entity. However:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the municipality, special district or other entity or, the end of the “policy period”, whichever is earlier;

b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the municipality, special district or other entity;

c. Coverage B does not apply to:

(1) “Personal and advertising injury” arising out of an offense committed before you acquired or formed the municipality, special district or other entity; or

(2) “Wrongful acts” committed before you acquired or formed the municipality, special district or other entity;

d. Coverage D does not apply to “wrongful acts” committed before you acquired or formed the municipality, special district or other entity; and

e. Coverage E does not apply to “acts, errors or omissions” committed before you acquired or formed the municipality, special district or other entity.

5. With respect to Coverages G only, the following are “covered persons:”

a. An “employee” of the Named Insured “occupying” a “covered auto” or a temporary substitute for a “covered auto”. The “covered auto” must be out of service because of its breakdown, repair, servicing, “loss” or destruction.

b. Anyone else “occupying” a “covered auto” or a temporary substitute for a “covered auto”. The covered “auto” must be out of service because of its breakdown, repair, servicing, “loss” or destruction.

6. With respect to a person or organization with whom the Named Insured has entered into a contract or agreement that requires such person or organization to be added as an additional insured or a waiver of subrogation in favor of such person or organization on the Named Insured’s liability policy, if the terms of this subsection are met, such person or organization is an automatic Additional Insured and a waiver of subrogation applies as follows:

a. This policy will extend liability coverage to an Additional Insured and a waiver of subrogation applies only if the “bodily injury”, “property damage”, or “personal and advertising injury” allegedly or actually sustained by a third party is caused in whole or in part by the negligent acts

or omissions of the Named Insured, its employees, or appointed or elected officials. This policy does not extend liability coverage, a waiver of subrogation does not apply, and we have no duty to provide a defense for a "claim" or a "suit" against any Additional Insured if the "bodily injury", "property damage", or "personal and advertising injury" allegedly or actually sustained by a third party is alleged to have been caused solely by the negligent acts or omissions of an Additional Insured, its employees, officers or directors, or agents other than the Named Insured.

(1) We will defend an Additional Insured if all the following conditions are met:

(a) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the Named Insured and the interests of the Additional Insured;
(b) The Additional Insured and the Named Insured agree that we have the right to choose defense counsel and can assign the same counsel to defend the Named Insured and Additional Insured; and
(c) The Additional Insured fulfills the requirements set forth in **SECTION V-CONDITIONS**, **10. Duties in the Event of Claim or Suit**.

(2) If a person or organization qualifies as an Additional Insured under these provisions, the person or organization is subject to all the terms, conditions, provisions, exclusions, and limits of this policy. In no event shall this policy be interpreted to extend more coverage or different coverage to an Additional Insured than would be extended to the Named Insured, its employees, elected or appointed officials. The coverage applicable to the Additional Insured under this provision shall be excess over any other valid and collectible insurance, whether contingent, excess, or primary unless required by written contract.

(3) If a court with jurisdiction determines that the Named Insured, its employees, or appointed or elected officials have caused an Additional Insured to be rendered legally liable for "bodily injury", "property damage", or "personal and advertising injury" to a third party, we will agree to reimburse the Additional Insured, or its insurer, for:

(a) The proportion of reasonable defense fees necessarily incurred by or on behalf of an Additional Insured; and
(b) The proportion of a judgment against an Additional Insured, if any;

equal to the proportion of the overall verdict or damages awarded to the third party that was attributable to the negligent acts or omissions of the Named Insured, its employees, elected or appointed officials.

b. No liability coverage, waiver of subrogation, or reimbursement is extended to a person or organization with whom the Named Insured has entered into a contract or agreement that requires such person or organization to be added as an additional insured on the Named Insured's liability policy:

(1) for any "claim" or "suit" that does not arise out of the performance of the contract or agreement with the Named Insured;

(2) for any "claim" or "suit" arising out of an incident or "occurrence" that took place prior to the date the contract or agreement was signed by the Named Insured;

(3) for any "claim" or "suit" arising out of an incident or "occurrence" that took place after the expiration of the contract or agreement or took place at a time when such contract or agreement was otherwise not in effect for any reason.

SECTION IV–LIMITS OF INSURANCE AND DEDUCTIBLE

---

1. Limits

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. "Claim(s)" made or "suit(s)" brought;

c. Persons or organizations making "claim(s)" or bringing "suit(s)"; or

d. "Covered autos" or vehicles involved in an accident.

2. Each Occurrence

The Each Occurrence Limit is the most we will pay for the sum of:

a. "Loss" under Coverage A, B, D, E, and F; and

b. Medical expenses under Coverage C;

because of all:

(1) "Bodily injury" or "property damage" arising out of any one "occurrence";

(2) "Bodily injury," "property damage," or "covered pollution cost or expense" arising out of any one "accident";

(3) "Personal and advertising injury" caused by an offense;

(4) "Wrongful acts"; and

(5) "Acts, errors or omissions."

3. Uninsured and Underinsured Motorist Coverage Limit of Insurance

a. Regardless of the number of "covered autos," "covered persons," insureds, premiums paid, claims made or vehicles involved in the accident, the most we will pay for all "loss" resulting from any one accident is the LIMIT OF INSURANCE for UNINSURED MOTORIST COVERAGE or UNDERINSURED MOTORISTS COVERAGE as respectively shown in the Declarations.

b. No one will be entitled to receive duplicate payments for the same elements of "loss" under Coverage G and any Liability Coverage Form.

c. We will not make a duplicate payment under Coverage G for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

d. We will not pay for any element of "loss" under Coverage G if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits, or similar law.

e. The limit of insurance for Uninsured or Underinsured Motorist Coverage G shall be reduced by all sums:

(1) Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible, and

(2) Paid or payable because of the "bodily injury" under any Workers' compensation law, Disability benefits law, or similar law.

4. Damage to Premises Rented to You

Subject to **2. Each Occurrence** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for "loss" because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

5. Medical Expense Limit

Subject to **2. Each Occurrence** above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

6. Application of Deductible First

Subject to the limits of liability stated above, we will only be liable to pay for "loss" and "loss adjustment expenses" in excess of the deductible shown in the Declarations. In the event we expend funds for "loss" or "loss adjustment expenses" on behalf of an insured, the Named Insured agrees to reimburse us for such expenditures up to the amount of the deductible shown in the Declarations. Upon written demand by us, the amount of such deductible will be payable to us within thirty (30) days.

If there is any recovery by us from a liable third-person or organization, we will disburse the recovered amounts as follows:

a. The cost of recovery will be deducted from the recovery and repaid first to us.

b. After deducting the cost of recovery, if any amount remains, it will be repaid first to us, up to the amount of "loss" and "loss adjustment expenses" paid by us, and second to the Insured for reimbursement of any deductible.

7. Application of Highest Deductible

In the event a "claim" or "suit" would require the application of more than one deductible, only the highest deductible will apply.

8. Single Occurrence

"Claim(s)" or "suit(s)" based on or arising out of the same act or interrelated acts of one or more insured(s) shall be considered a single "occurrence" or "wrongful act" and only one deductible shall be applicable.

An "occurrence" or "wrongful act" that takes place during the "policy period" but is part of the same or interrelated "occurrence" or "wrongful act" which occurred prior to the "policy period," will be deemed to have taken place at the time of the first "occurrence" or "wrongful act" which gives rise to the "claim" for "loss" against the insured and is therefore outside of the "policy period."

SECTION V–CONDITIONS

This policy is subject to the following Conditions.

1. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) The policy was obtained by material misrepresentation;

(2) There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;

(3) There have been substantial breaches of contractual duties, conditions or warranties; or

(4) Nonpayment of premium.

c. If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

d. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

f. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

g. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

3. Nonrenewal

a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy. We need not mail or deliver the notice if:

(1) You have insured elsewhere;

(2) You have accepted replacement coverage;

(3) You have requested or agreed to nonrenewal of this policy; or

(4) This policy is expressly designated as nonrenewable.

b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

4. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with paragraph 1.a. of the Cancellation Condition. If the first Named Insured elects to cancel the policy during the 60 day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

5. Renewal with Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with paragraph 1.a. of the Cancellation Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

a. Is less than 25 percent and is generally applicable to the class of business to which this policy applies; or

b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification of the units of exposure, or increased policy coverage.

6. Cancellation and Nonrenewal — Non-Discrimination

We will not cancel or refuse to renew this policy because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

7. Bankruptcy or Insolvency

The bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Form.

8. Changes

This Coverage Form contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Coverage Form with our consent. This Coverage Form's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

If one of our agents knows of a fact that breaches a condition of this Coverage Form, we will be considered to have knowledge of this same fact if:

a. The agent knows of this fact at the time the Coverage Form is issued or an application is made; or

b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Form and is known to the agent prior to loss shall not void the Coverage Form or prevent a recovery in the event of loss.

9. Conformity to Statute or Rule

Any provision of this Coverage Form (including endorsements which modify the Coverage Form) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wisconsin Statute Section 227.11(2) and published in the Wisconsin Administrative Code.

10. Duties in the Event of Claim or Suit

a. You, your insurance manager or person designated to handle insurance matters must see to it that we are notified as soon as practicable of an accident, "loss," "occurrence," "wrongful act," "act, error or omission," or an offense that may result in a "claim" or "suit." To the extent possible, notice should include:

(1) How, when and where the accident, “loss,” “occurrence,” “wrongful act,” “act, error or omission,” or offense took place;

(2) The names and addresses of any injured persons and witnesses;

(3) The nature and location of any injury or damage arising out of the accident, “loss,” “occurrence,” “wrongful act,” “act, error or omission,” or offense; and

(4) Promptly notify the police if a hit-and-run driver is involved in an accident with any insured or “covered person.”

b. If a “claim” is made or “suit” is brought against any insured, you, your insurance manager or person designated to handle insurance matters must:

(1) Immediately record the specifics of the “claim” or “suit” and the date received;

(2) Notify us as soon as practicable; and

(3) See to it that we receive written notice of the “claim” or “suit” as soon as practicable.

c. You, your insurance manager or person designated to handle insurance matters and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “suit”;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the “claim” or defense against the “suit”; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Notice of a “claim” or “suit” to our agents or claim administrators is considered to be notice to us.

11. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the “policy period” and up to three years afterward.

12. Inspections and Surveys

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

13. Liberalization

If we revise this Coverage Form to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all policyholders as of the date the revision is effective in your state.

14. Other Insurance

With respect to Coverages A, B, D, E, F, and H if other valid and collectible insurance is available to the insured for "loss" we cover under this Coverage Form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary:

(1) For any "auto" you own; and

(2) Except when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. Method of Sharing below.

b. Excess Insurance

This insurance is excess of, and shall not contribute with:

(1) Any valid and collectible insurance or self-insurance; or

(2) Any other primary insurance available to you covering liability for "loss" arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Form.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

With respect to Coverage C, this insurance is excess over any and all other valid and collectible insurance whether such other coverage is designated as primary, secondary, excess, or any other description.

With respect to Coverage G, if there is other applicable insurance available under one or more policies or provisions of coverage:

(1) The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

(2) Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

(3) If the coverage under this coverage form is provided:

(a) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(b) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

15. Premiums

The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

16. Representations

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Form affects our obligation under this Coverage Form unless:

a. We rely on it and it is either material or made with intent to deceive; or

b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Form unless such failure or breach:

c. Exists at the time of the loss; and

d. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

17. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom "claim" is made or "suit" is brought.

The offenses, "wrongful acts" or "act, error or omissions" of an insured are not imputed to any other insured for the purpose of determining applicability of the policy exclusions.

18. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

19. Transfer of Rights of Recovery Against Others to Us

a. In the event of any payment under Coverages A, B, C, D, E, F, or H, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights.

   If there is any recovery by us from a liable third-person or organization, we will disburse the recovered amounts as follows:

   (1) The cost of recovery will be deducted from the recovery and repaid first to LWMMI.

   (2) After deducting the cost of recovery, if any amount remains, it will be repaid first to LWMMI, up to the amount of "loss" and "loss adjustment expenses" paid by LWMMI, and second to the Insured for reimbursement of any deductible.

b. In the event of any payment under Coverage G:

   (1) We shall be entitled to the right to recover damages from another only after the insured has been fully compensated for damages.

   (2) If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid, only after the insured has been fully compensated for damages.

   (3) Our rights do not apply under this provision with respect to Underinsured Motorists Coverage, if we:

      (a) Have been given prompt written notice of a tentative settlement between an insured and the insurer of an "underinsured motor vehicle"; and

      (b) Fail to advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.

(4) If we advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification:

(a) That payment will be separate from any amount the insured is entitled to recover under the provisions of Underinsured Motorists Coverage; and

(b) We also have a right to recover the advanced payment.

20. Two or More Coverage Forms, Coverage Parts or Policies Issued By Us

If this Coverage Form and any other Coverage Form, Coverage Part or policy issued to the Named Insured by us or any company affiliated with us apply to the same "claim" or "suit" for "loss," the maximum Limit of Insurance for Liability Coverage under all of the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable Limit of Insurance available under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

21. Arbitration Condition Under Coverage G

If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or an "underinsured motor vehicle" do not agree as to the amount of damages that are recoverable by that insured, then the matter may be arbitrated. However, disputes concerning coverage under Coverage G may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If the two arbitrators cannot agree within 30 days, either party may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

22. Legal Action Against Us

No legal action may be brought against us until there has been full compliance with all the terms of this policy.

SECTION VI–DEFINITIONS

---

1. "Act, error or omission" means the failure to execute a required action, or a mistaken action committed in the "administration" of the insured's "employee benefit program."

2. "Administration" means:

a. Providing information to all or any "employee," including their dependents and beneficiaries, with respect to eligibility for or scope of the "employee benefit program";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing, modifying or terminating participation of any "employee" in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

As used in this definition, "employee" includes those actively employed, disabled, or retired.

3. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

4. "Auto" means the following vehicles, and does not include "mobile equipment":

a. a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment;

b. equipment designed primarily for:

(1) Snow removal on public roads and parking lots using any "covered auto";

(2) Road maintenance but not construction or resurfacing; or

(3) Street cleaning.

5. "Bodily injury" means bodily injury, sickness, disease, mental injury, mental anguish, humiliation, shock or fright sustained by a person, including death, emotional injury or disability resulting from any of these at any time; but "bodily injury" does not include injury arising out of the offenses designated in the definition of "personal and advertising injury."

6. "Cafeteria plans" means plans authorized by applicable law to allow an "employee" to elect to pay for certain benefits with pre-tax dollars.

7. "Claim" means the following, but does not include any criminal action:

a. a written notice, written demand or "suit" expressing an intention to hold an insured responsible for "loss" arising out of an "occurrence," offense or "wrongful act."

b. a notice of a charge or violation from any government agency.

c. an arbitration notice.

d. a civil proceeding commenced by the service of a summons, complaint or similar pleading received by an insured alleging a "wrongful act."

e. all "claims" arising out of continuous or repeated exposure to substantially the same general conditions, a series of legally or factually related "occurrences," offenses or "wrongful acts" or continuous or repeated publication or dissemination of substantially the same information regardless of the number of insureds, persons or organizations that allege injury, or "loss" shall be considered one "claim."

8. "Clean-up costs" means expenses for the removal or neutralization of "pollutants."

9. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

   c. All parts of the world if:

      (1) The injury or damage arises out of the activities of your "employee" whose home is in the territory described in a. above, but is away for a short time on your business; and

      (2) The insured's responsibility to pay "loss" is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

10. "Covered auto" means any owned "auto," hired or borrowed "auto," or newly acquired "auto" that is owned by the Named Insured and is operated by an insured in the course and scope of employment, during the "Policy Period."

11. "Covered person" means:

   a. An insured while "occupying" or, while a pedestrian, when struck by any "auto."

   b. Anyone else "occupying" a "covered auto" or a temporary substitute for a "covered auto." The "covered auto" must be out of service because of its breakdown, repair, servicing, damage, or destruction.

12. "Covered pollution cost or expense":

   a. means any cost or expense arising out of:

      (1) Any request, demand or order; or

      (2) Any "claim" or "suit" by or on behalf of a governmental authority demanding that the 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 "pollutants."

   b. does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants":

(1) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or

(2) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraphs (1) and (2) above do not apply to accidents that occur away from premises owned by or rented to an insured with respect to "pollutants" not in or upon a "covered auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a "covered auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

13. "Emergency operations" means actions:

a. Which are urgent responses necessary for protection of property, human life, health or safety;

b. Which result from the performing or attempting to perform fire-fighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and

c. Which are sanctioned by the Named Insured.

14. "Employee" includes a "leased worker."

15. "Employee benefit program" means a program providing some or all of the following benefits to and "employee," whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance, group accident or health insurance; dental, vision, and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans; pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

e. Any other similar benefits added by endorsement to this policy.

As used in this definition, “employee” includes those actively employed, disabled, or retired.

16. “Employment claims” means any “claim” by any current or former “employee” or an applicant for employment with the Named Insured arising out of “employee” hiring, advancement, remuneration, treatment, condition, or termination of employment.

17. “Hostile fire” means one which becomes uncontrollable or breaks out from where it is intended to be.

18. “Impaired property” means tangible property, other than “your product” or “your work,” that cannot be used or is less useful because:

    a. It incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate, or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by:

    a. The repair, replacement, adjustment, or removal of “your product” or “your work”; or

    b. Your fulfilling the terms of the contract or agreement.

19. “Insured contract” means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

    b. A sidetrack agreement;

    c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury,” “property damage,” or “personal and advertising injury” to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

This paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for any injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any "employee" of yours, of any "auto."

However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees."

An "insured contract" does not include that part of any contract or agreement:

(1) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees," if the "auto" is loaned, leased or rented with a driver; or

(2) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

20. "Law enforcement activities" means those activities conducted by the Named Insured's Police Department or other law enforcement agencies, including ordinance enforcement.

21. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

22. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

23. "Loss" means direct and accidental loss or damage.

24. "Loss adjustment expense" means expenditures including, but not limited to, costs of investigations, experts, adjustment services, legal services, court costs and other similar expenses of the Company. "Loss adjustment expense" shall not include salaries of employees of the Company.

25. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts, ATVs/UTVs, gators, bobcats, and other motorized vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent.

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

        (1) Power cranes, shovels, loaders, diggers or drills; or

        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

        (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

        (2) Cherry pickers and similar devices used to raise or lower workers.

    f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

26. "Occupying" means in, upon, getting in, on, out or off.

27. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

28. “Personal and advertising injury” means injury, including consequential “bodily injury,” arising out of one or more of the following offenses:

    a. Assault and battery;

    b. Discrimination;

    c. False arrest, detention or imprisonment, or malicious prosecution;

    d. False or improper service of process;

    e. The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual’s right to privacy;

    f. Violation of civil rights, including, but not limited to, violations of the Federal Civil Rights Act and similar laws;

    g. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

    h. Invasion of a person’s right of privacy;

    i. The use of another’s advertising idea in your “advertisement”;

    j. Infringing upon another’s copyright, trade dress or slogan in your “advertisement”; or

    k. Violation of property rights.

29. “Policy period” means the period of one year following the effective date and hour of this policy, or, if the time between the effective date and the termination of the policy is less than one year, such lesser period.

30. “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.

31. “Products-completed operations hazard”:

    a. Includes all “bodily injury” and “property damage” occurring away from premises you own or rent and arising out of “your product” or “your work” except:

        (1) Products that are still in your physical possession; or

        (2) Work that has not yet been completed or abandoned. However, “your work” will be deemed completed at the earliest of the following times:

            (a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

c. With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed on, from or in connection with any premises you own or rent, Paragraph a. above is replaced by the following:

(1) Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

32. "Property damage" means:

a. for the purposes of Coverage A only:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

b. for the purposes of Coverage F only, damage to or loss of use of tangible property.

33. "Suit" means a civil proceeding in which "loss" because of "bodily injury," "property damage," "personal and advertising injury," "wrongful act(s)," a "covered pollution cost or expense," or "act, error, or omission" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such "loss" or "covered pollution costs or expenses" are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such "loss" or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

34. “Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.

35. “Training operations” means activities used to prepare, train or instruct members of a fire department, hazardous materials unit, or first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state, and federal standards.

36. “Total loss” means the cost of repair exceeds 70 percent of the actual cash value of the “covered auto.”

37. “Underinsured motor vehicle”:

    a. means a land motor vehicle or trailer for which the sum of all liability bonds or policies at the time of an accident provides at least the applicable minimum limit for bodily injury liability specified by Wisconsin Statute Section 344.15. The applicable minimum limit is $50,000 for each person/$100,000 for each “accident” if the limit of liability is indicated as a split limit, but that sum is less than the LIMIT OF INSURANCE of this coverage.

    b. does not include any vehicle:

        (1) Owned or operated by a self-insurer under any applicable motor vehicle law;

        (2) Owned by a governmental unit or agency;

        (3) Designed for use mainly off public roads while not on public roads; or

        (4) That is an “uninsured motor vehicle.”

38. “Uninsured motor vehicle”:

    a. means a land motor vehicle or trailer:

        (1) For which no liability bond or policy at the time of an accident provides at least the applicable minimum limit for bodily injury liability specified by Wisconsin Statute Section 344.15. The applicable minimum limit is:

            (a) $50,000 for each “accident,” if the limit of liability is a single limit that applies for each “accident”; or

            (b) $25,000 for each person/$50,000 for each “accident” if the limit of liability is indicated as a split limit.

        (2) For which an insuring or bonding company denies coverage or is or becomes insolvent; or

        (3) That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered “auto” or a vehicle an insured is “occupying” or must hit another vehicle that hits an “insured,” a covered “auto” or a vehicle an “insured” is “occupying.”

b. does not include any vehicle:

(1) Owned or operated by a self-insurer under any applicable motor vehicle law, other than Wisconsin motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

(2) Owned or operated by a self-insurer under Wisconsin motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide at least $300,000 for each "accident," which is the minimum combined single limit of liability specified by Wis. Stat. Section 344.15;

(3) Owned by a governmental unit or agency;

(4) Designed for use mainly off public roads while not on public roads; or

(5) That is an "underinsured motor vehicle."

39. "Wrongful act(s)" means:

a. for the purposes of Coverage B only, any actual or alleged act, error or omission, neglect or breach of duty by the insured while conducting "law enforcement activities."

b. for the purposes of Coverage D only, any actual or alleged:

(1) Error, misstatement, misleading statement, omission, neglect or breach of duty of the insured; or

(2) Violation of any civil rights protected by federal law; or

(3) Violation of any state civil rights law;

(4) "employment claim";

that arises out of the discharge of duties for the Named Insured, individually or collectively.

Continuous or repeated exposure to substantially the same generally harmful conditions shall be considered a single "wrongful act."

40. "Your product":

a. means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. does not include vending machines or other property rented to or located for the use of others but not sold.

41. "Your work":

a. means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

SECTION VII–NOTICES

---

1. Notice to Policyholders – Wisconsin

a. If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

League of Wisconsin Municipalities Mutual Insurance
316 W. Washington Avenue, Suite 600
Madison, WI 53703
1-608-833-9595

b. You can also contact the Office of the Commissioner of Insurance, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the Office of the Commissioner of Insurance by writing to:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or 608-256-0103 in Madison, and request a complaint form.

2. Notice of Terrorism Insurance Coverage

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002. The Act establishes a temporary program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. The stated purpose of the Act is (to protect consumers by addressing market disruptions and ensure the continued widespread availability and affordability of property and casualty insurance for terrorism risk."

The Act required insurers to pay losses from certain acts of terrorism up to an amount equal to a percentage of its direct earned premium. This amount is called the "insurer deductible." If an individual insurer's losses exceed this amount, the federal "Terrorism Insurance Program" will reimburse the insurer for 90 percent of losses paid in excess of the insurer deductible. An insurer that has met its insurer deductible is not liable for any portion of losses in excess of $100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount.

Your policy does not contain a terrorism exclusion. The portion of your annual premium that is attributable to coverage for acts of terrorism is: $0.00.

This acknowledges that you have been notified under the Terrorism Risk Insurance Act of 2002, that any losses caused by certified acts of terrorism under your policy coverage will be partially reimbursed by the federal government and you have been notified of the amount of your premium, if any, attributable to such coverage.

3. Notice of Annual Meetings

You are a member of the LWMMI, and are entitled to vote either in person or by proxy at any and all meetings of the Company. The annual meetings are held in Madison in May each year. You will receive at least 60 days notice of the meeting location and date.

4. Notice of Mutual Policy Conditions

You are a member of the LWMMI while this policy is in force. LWMMI is an assessable mutual insurance company. This means LWMMI can, at any time, even after cancellation or non-renewal by you or us, assess you for amounts needed, as determined by our Board of Directors, to fund policy periods during which we covered you. Assessments will be prorated in accordance with procedures and methods determined by our Board of Directors.

5. Notice of Dividends

As a member you will receive any dividends declared on the policy by the Board of Directors.

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed by its President and Secretary and countersigned on the Declarations Page by a duty authorized representative of the Insurer.

League of Wisconsin Municipalities Mutual Insurance

INCREASED LIMITS FOR WORKERS COMPENSATION – PART TWO – EMPLOYERS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL COVERAGE FORM – LEAGUE OF WISCONSIN MUNICIPALITIES MUTUAL INSURANCE PLAN

This endorsement modifies insurance provided under the following:

This endorsement provides ***Excess Insurance*** as defined under "other Insurance" in the **Special Coverage Form** over the underlying limits for **Workers Compensation WC 00 00 00 A – PART TWO – EMPLOYERS LIABILITY INSURANCE** or **EX 00 02 03 12 – PART TWO – EMPLOYERS LIABILITY INSURANCE** as shown below. The limits for **PART TWO – EMPLOYERS LIABILITY INSURANCE** are amended as follows:

Policy #:	0900079298
Policy Effective Date:	1/1/2025
Part Two Employer Liability Limits:	$2,000,000

This endorsement does not alter coverage in any insurance policy. It does not change the intent that Workers Compensation is sole remedy. This endorsement is effective on the inception date of the policy unless another date is indicated above.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

League of Wisconsin Municipalities Mutual Insurance

PRIOR ACTS COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SPECIAL COVERAGE FORM – LEAGUE OF WISCONSIN MUNICIPALITIES MUTUAL INSURANCE PLAN (COVERAGE E – EMPLOYEE BENEFITS LIABILITY)

SCHEDULE:

Last Claims-Made Insurer:	Wausau Insurance
Last Claims-Made Policy Number:	0831-00-002881
Last Claims-Made Policy Period:	10/01/00-10/01/01
Retroactive Date:	Unlimited

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of claims for "acts, errors or omissions" that occur under the Claims-Made Policy as shown in the Schedule above.

   This insurance only applies if the "act, error or omission" occurred after the Retroactive Date and before the end of the Claims-Made Policy Period shown in the Schedule above.

   This endorsement only applies to claims brought against the insured during the "policy period" shown in the Declarations of the policy to which the endorsement is attached.

   The coverage provided by this endorsement does not reinstate or increase the Limits of Insurance of this policy.

2. The following exclusions are added to **Paragraph 2**. **Exclusions of COVERAGE E – EMPLOYEE BENEFITS LIABILITY:**

   This insurance does not apply to an " act, error or omission":
   a. For which there is any other collectible insurance or for which there would be collectible insurance but for the exhaustion of the applicable limit of liability.
   b. Which was, or should have been, known to the insured during the Claims-Made Policy Period shown in the Schedule above, including any extensions thereof.
   c. Which was, or should have been, known to the insured to be likely to result from an error or omission during the Claims-Made Policy Period shown in the Schedule above.

3. The following condition is added:

   The premium for this endorsement is fully earned as of the effective date of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Signed, Secretary

League of Wisconsin Municipalities Mutual Insurance

PRIOR CRRORT AS V OMMITTIOS T EOGCRAF C

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

TPCEIAL EOGCRAF C –ORM ULCAF NC O– WITEOS TIS MNS IEIPALI(ICT MN(NAL IS TNRAS EC PLAS YEOGCRAF C V UPNBLIE O—IEIALT CRRORT AS V OMITTIOS T)

TEHCVNLCD

Last Claims-Made Insurer:	Northland Insurance
Last Claims-Made Policy Number:	AY040329
Last Claims-Made Policy Period:	08/18/00-08/18/01
Retroactive Date:	Unlimited

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of claims for "wrongful act(s)" or "employment claims" that occur under the Claims-Made Policy as shown in the Schedule above.

   This insurance only applies if the "wrongful act" occurred after the Retroactive Date and before the end of the Claims-Made Policy Period shown in the Schedule above.

   This endorsement only applies to claims brought against the insured during the "policy period" shown in the Declarations of the policy to which the endorsement is attached.

   The coverage provided by this endorsement does not reinstate or increase the Limits of Insurance of this policy.

2. The following exclusions are added to **Paragrap: h2 Cxclusions of EOGCRAF C V UPNBLIE O—IEIALT CRRORT AS V OMMITTIOS T**:

   This insurance does not apply to a "wrongful act":
   a. For which there is any other collectible insurance or for which there would be collectible insurance but for the exhaustion of the applicable limit of liability.
   b. Which was, or should have been, known to the insured during the Claims-Made Policy Period shown in the Schedule above, including any extensions thereof.
   c. Which was, or should have been, known to the insured to be likely to result from an error or omission during the Claims-Made Policy Period shown in the Schedule above.

3. The following condition is added:

   The premium for this endorsement is fully earned as of the effective date of this endorsement.

ALL O(HCR (CRMT AS V EOS VI(IOS T O– (HIT POLIE. RCMAIS NS EHAS F CV2

Signed, Secretary

This Endorsement modifies insurance provided under the following:

WISCONSIN MUNICIPAL POLICY FORM (LWMMI-001 01/21)

CYBER LIABILITY ENDORSEMENT

THIS ENDORSEMENT PROVIDES CLAIMS-MADE AND REPORTED COVERAGE. THE LIMIT OF LIABILITY AVAILABLE TO PAY FOR SETTLEMENTS, JUDGMENTS OR OTHER LOSS WILL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY DEFENSE COSTS.

In consideration of the premium charged and notwithstanding anything contained in the Policy to the contrary, it is understood and agreed that the Policy to which this Endorsement attaches is amended to include Cyber Liability Insurance, subject to the terms, conditions, exclusions and Limits of Liability set forth below. The Third Party Liability Insuring Agreements of this Endorsement provide claims-made and reported coverage. The First Party Insuring Agreements of this Endorsement provide first party coverage on an event-discovered and reported basis.

The Cyber Liability Limits of Liability are specified in the Cyber Liability Supplemental Declarations shown below. Such Limits of Liability are in addition to, and will not reduce, any limits provided elsewhere in the Policy. **Defense costs** paid under this Endorsement will reduce, and may completely exhaust, the Cyber Liability Limits of Liability.

Various provisions in this Endorsement restrict coverage. Read the entire Endorsement carefully to determine **your** rights and duties and what is and is not covered. The terms, conditions, exclusions and Limits of Liability set forth in this Endorsement shall apply only to Cyber Liability Insurance and shall supersede any similar provisions contained elsewhere in the Policy.

Words and phrases that appear in bold face type have special meaning as described in Section **IV.** of this Endorsement. To the extent any words or phrases used in this Endorsement are also defined elsewhere in the Policy, such definitions do not give meaning to the words or phrases used in this Endorsement.

Cyber Liability Supplemental Declarations

Item 1. **Limit of Liability per Insuring Agreement**:

Multimedia Liability:	$ 25,000 per **claim** and in the aggregate
Security and Privacy Liability:	$ 25,000 per **claim** and in the aggregate
Privacy Regulatory Defense and Penalties:	$ 25,000 per **claim** and in the aggregate
PCI DSS Liability:	$ 25,000 per **claim** and in the aggregate
TCPA Defense:	$ 25,000 per **claim** and in the aggregate
Breach Event Costs:	$ 25,000 per **claim** and in the aggregate
BrandGuard®:	$ 25,000 per **claim** and in the aggregate
System Failure:	$ 25,000 per **claim** and in the aggregate
Cyber Extortion:	$ 25,000 per **claim** and in the aggregate
Cyber Crime:	$ 25,000 per **claim** and in the aggregate
Reward Expenses:	$ 25,000 per **claim** and in the aggregate
Court Attendance Costs:	$ 25,000 per **claim** and in the aggregate

Item 2. **Maximum Aggregate Limit of Liability**: $ 25,000

Item 3. **Endorsement Period:** 1/1/2025 to 1/1/2026

Item 4. **Retroactive Date**: 1/1/2021

CYBER LIABILITY TERMS AND CONDITIONS

I. CYBER LIABILITY INSURING AGREEMENTS

The Company agrees with the **Named Insured** as follows:

(A) THIRD PARTY LIABILITY INSURING AGREEMENTS

(1) Multimedia Liability

The Company will pay on behalf of an **Insured** the sums within the applicable Limit of Liability that such **Insured** becomes legally obligated to pay as **damages**, including liability **assumed under contract**, and related **defense costs** resulting from a **claim** for an actual or alleged **multimedia wrongful act**, but only if: i) the **claim** is first made against the **Insured** during the **endorsement period**, ii) the **claim** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) the **multimedia wrongful act** is committed on or after the **retroactive date**.

(2) Security and Privacy Liability

The Company will pay on behalf of an **Insured** the sums within the applicable Limit of Liability that such **Insured** becomes legally obligated to pay as **damages**, including liability **assumed under contract**, and related **defense costs** resulting from a **claim** for an actual or alleged **security and privacy wrongful act**, but only if: i) the **claim** is first made against the **Insured** during the **endorsement period**, ii) the **claim** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) the **security and privacy wrongful act** is committed on or after the **retroactive date**.

(3) Privacy Regulatory Defense and Penalties

The Company will pay on behalf of an **Insured** the sums within the applicable Limit of Liability that such **Insured** becomes legally obligated to pay as a **regulatory compensatory award** or **regulatory fines and penalties** and related **defense costs** resulting from a **privacy regulatory proceeding** instituted against the **Insured** because of a **security breach** or **privacy breach**, but only if: i) the **privacy regulatory proceeding** is instituted against the **Insured** during the **endorsement period**, ii) the **privacy regulatory proceeding** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) the **security breach** or **privacy breach** occurs on or after the **retroactive date**.

(4) PCI DSS Liability

The Company will pay on behalf of an **Insured** the sums within the applicable Limit of Liability that such **Insured** becomes legally obligated to pay as **PCI DSS fines and assessments** and related **defense costs** because of a **PCI DSS demand** resulting from a **security breach** or **privacy breach**, but only if: i) the **PCI DSS demand** is first made against the **Insured** during the **endorsement period**, ii) the **claim** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) the **security breach** or **privacy breach** occurs on or after the **retroactive date**.

(5) TCPA Defense

Subject to the applicable Limit of Liability, the Company will pay **defense costs** incurred by an **Insured** to defend against a **TCPA claim** for an actual or alleged **TCPA**

violation, but only if: i) the **TCPA claim** is first made against the **Insured** during the **endorsement period**, ii) the **TCPA claim** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) the **TCPA violation** is committed on or after the **retroactive date**. The Company will have no obligation to pay any amounts other than **defense costs** under this Insuring Agreement.

(B) FIRST PARTY INSURING AGREEMENTS

(1) Breach Event Costs

Subject to the applicable Limit of Liability, the Company will pay **privacy breach response costs**, **notification expenses** and **breach support and credit monitoring expenses** that **you** incur because of an **adverse media report**, **security breach** or **privacy breach**, but only if: i) the **adverse media report**, **security breach** or **privacy breach** is first discovered by an **executive** during the **endorsement period**, and ii) the **adverse media report**, **security breach** or **privacy breach** is reported to the Company in writing pursuant to Section **V.** of this Endorsement.

(2) BrandGuard®

Subject to the **waiting period** and applicable Limit of Liability, the Company will pay provable and ascertainable **brand loss** that **you** sustain during the **period of indemnity** as a direct result of an **adverse media report** or **notification** of a **security breach** or **privacy breach**, but only if: i) the **security breach** or **privacy breach** is first discovered by an **executive** during the **endorsement period**, ii) the **security breach** or **privacy breach** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) **you** provide clear evidence that the **brand loss** is directly attributable to the **adverse media report** or **notification**.

(3) System Failure

(a) ***Data Recovery***

Subject to the applicable Limit of Liability, the Company will pay **digital assets loss** and **special expenses** that **you** incur because of damage, alteration, corruption, distortion, theft, misuse or destruction of **digital assets** resulting from a **system failure**, but only if: i) the **system failure** is first discovered by an **executive** during the **endorsement period**, ii) the **system failure** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) **you** provide clear evidence that the **digital assets loss** and **special expenses** directly resulted from the **system failure**. The Company will pay **digital assets loss** and **special expenses** for up to 12 months following an **executive's** discovery of the **system failure**.

(b) ***Non-Physical Business Interruption***

Subject to the **waiting period** and applicable Limit of Liability, the Company will pay **income loss**, **interruption expenses** and **special expenses** that **you** incur during the **period of restoration** because of a **system failure**, but only if: i) the **system failure** is first discovered by an **executive** during the **endorsement period**, ii) the **system failure** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) **you** provide clear evidence that the **income loss**, **interruption expenses** and **special expenses** directly resulted from the **system failure**.

(4) Cyber Extortion

(a) Subject to the applicable Limit of Liability, the Company will pay **cyber extortion expenses** and **cyber extortion monies** that **you** incur as a direct result of a **cyber extortion threat**, but only if: i) the **cyber extortion threat** is first discovered by an **executive** during the **endorsement period**, and ii) the **cyber extortion threat** is reported to the Company in writing pursuant to Section **V.** of this Endorsement.

(b) The Company will not be obligated to pay **cyber extortion expenses** or **cyber extortion monies** for which the Company has not given prior written consent. **You** must make every reasonable effort to notify local law enforcement authorities and the Federal Bureau of Investigation or similar equivalent foreign agency before surrendering any **cyber extortion monies** in response to a **cyber extortion threat**.

(5) Cyber Crime

(a) ***Financial Fraud***

Subject to the applicable Limit of Liability, the Company will pay **financial fraud loss** that **you** sustain because of **financial fraud**, but only if: i) the **financial fraud** is first discovered by an **executive** during the **endorsement period**, ii) the **financial fraud** is reported to the Company in writing pursuant to Section **V.** of this Endorsement, and iii) **you** provide written confirmation to the Company that **your** bank or credit card company has refused to reverse or prevent a payment transaction, or to indemnify or reimburse **you** for the **financial fraud loss**.

(b) ***Telecommunications Fraud***

Subject to the applicable Limit of Liability, the Company will pay **telecommunications fraud loss** that **you** sustain because of **telecommunications fraud**, but only if: i) the **telecommunications fraud** is first discovered by an **executive** during the **endorsement period**, and ii) the **telecommunications fraud** is reported to the Company in writing pursuant to Section **V.** of this Endorsement.

(c) ***Phishing Fraud***

Subject to the applicable Limit of Liability, the Company will pay **phishing fraud loss** that **you** sustain because of a **phishing attack**, but only if: i) the **phishing attack** is first discovered by an **executive** during the **endorsement period**, and ii) the **phishing attack** is reported to the Company in writing pursuant to Section **V.** of this Endorsement.

(6) Reward Expenses

Subject to the applicable Limit of Liability, the Company will pay **reward expenses** that **you** incur with the Company's prior written consent, but only if an **executive** submits a written request for indemnification of **reward expenses** to the Company pursuant to Section **V.** of this Endorsement.

(7) Court Attendance Costs

(a) Subject to the applicable Limit of Liability, the Company will reimburse an **Insured** for **court attendance costs** incurred by the **Insured** to attend mediation sessions, arbitration proceedings, hearings, depositions and trials, if required by the

Company in connection with the defense of a **Claim** under any Third Party Liability Insuring Agreement of this Endorsement, but only if a written request for indemnification of **court attendance costs** is made by or on behalf the **Insured** pursuant to Section **V.** of this Endorsement.

(b) Notwithstanding the above, the Company's daily maximum Limit of Liability for **court attendance costs** is $500.00, regardless of the number of **claims**, **Insureds**, or legal proceedings attended by an **Insured**.

II. CYBER LIABILITY DEFENSE AND SETTLEMENT PROVISIONS

(A) We have the right and duty to defend an **Insured** against any **claim** covered under any Third Party Liability Insuring Agreement of this Endorsement, even if the allegations are groundless, false or fraudulent, including the right to appoint an attorney to defend any such **claim**.

(B) The Limit of Liability available to pay **damages** will be reduced, and may be completely exhausted, by payment of **defense costs** or any other amounts to which this insurance applies.

(C) No **Insured** shall pay any **damages**, **defense costs**, **regulatory compensatory award**, **regulatory fines and penalties** or **PCI DSS fines and assessments**, or settle or offer to settle any **claim**, assume any contractual obligation, admit liability, voluntarily make any payment, or confess or otherwise consent to any judgment without the Company's prior written consent, which consent will not be unreasonably withheld. The Company will not be liable for any **damages**, **defense costs**, **regulatory compensatory award**, **regulatory fines and penalties**, **PCI DSS fines and assessments**, settlement, judgment, assumed obligation, admitted liability or payment to which the Company has not consented.

(D) The Company has the right to make any investigation it deems necessary, including, without limitation, any investigation with respect to coverage.

(E) The Company will not settle any **claim** or pay any **damages**, **regulatory compensatory award**, **regulatory fines and penalties** or **PCI DSS fines and assessments** without an **Insured's** consent.

(F) If an **Insured** refuses to consent to any settlement or compromise recommended by the Company or its representatives that is acceptable to the claimant, and such **Insured** elects to contest the **claim** or continue any legal proceedings in connection with the **claim**, the Company's liability for such **claim** shall not exceed:

(1) the amount for which the **claim** could have been settled, plus **defense costs** incurred up to the date the **Insured** withheld consent to such settlement or compromise, plus

(2) 70% of any **defense costs** and **damages**, **regulatory compensatory award**, **regulatory fines and penalties** or **PCI DSS fines and assessments**, whichever applies, incurred after the date the **Insured** withheld consent to such settlement or compromise, subject always to all other terms and conditions of this Endorsement, including, but not limited to, the applicable Limit of Liability; and

(3) the remaining 30% of the **defense costs** and **damages**, **regulatory compensatory award**, **regulatory fines and penalties** or **PCI DSS fines and assessments** referenced in paragraph **(2)** above shall be the sole responsibility of such **Insured**.

(G) The Company's duty to defend any **claim**, or pay any **damages**, **defense costs** or other amounts, will cease upon exhaustion of the applicable Limit of Liability. Once the Limit of Liability is exhausted, the Company will have the right to withdraw from the defense or payment of any **claim** by tendering control to **you** pursuant to Section **X.** of this Endorsement.

III. LIMIT OF LIABILITY

(A) The Limits of Liability set forth in Item 1 of the Cyber Liability Supplemental Declarations are the most the Company will pay under each Insuring Agreement of this Endorsement for each **claim**, and in the aggregate for all **claims**, first made during the **endorsement period** and the **cyber liability extended reporting period** (if applicable), including **defense costs** (where applicable), regardless of the number of **claims**, claimants or **Insureds**. If the Limit of Liability for any Insuring Agreement is exhausted, the Company's obligations under that Insuring Agreement shall cease.

(B) The Maximum Aggregate Limit of Liability set forth in Item 2 of the Cyber Liability Supplemental Declarations is the most the Company will pay under this Endorsement for all **claims** first made during the **endorsement period** and the **cyber liability extended reporting period** (if applicable), including **defense costs** (where applicable), regardless of the number of **claims**, claimants, **Insureds** or Insuring Agreements. All amounts the Company pays under this Endorsement will reduce, and may completely exhaust, the Maximum Aggregate Limit of Liability.

(C) All **claims** which arise out of the same, related or continuing incidents, acts, facts or circumstances will be considered a single **claim**, regardless of the number of **claims** made, **Insureds** affected or claimants involved. All **claims** which arise out of the same, related or continuing incidents, acts, facts or circumstances will be deemed first made on the date the earliest of such **claims** is first made and will be deemed first reported to the Company on the date the earliest of such **claim** is reported to the Company.

(D) If multiple Insuring Agreements of this Endorsement apply to any **claim**, the Company's maximum Limit of Liability under this Endorsement for such **claim** shall be the Maximum Aggregate Limit of Liability set forth in Item 2 of the Cyber Liability Supplemental Declarations. However, the Company will never pay more under any one Insuring Agreement than the applicable Limit of Liability shown in Item 1 of the Cyber Liability Supplemental Declarations. The Company shall allocate amounts paid, if any, against the appropriate Limit of Liability.

(E) The existence of a **cyber liability extended reporting period** will not increase or reinstate the Limits of Liability set forth in the Cyber Liability Supplemental Declarations.

IV. CYBER LIABILITY DEFINITIONS

Certain words or phrases used in this Endorsement, whether in singular or plural form, are shown in bold and are defined as follows. If a term is defined below and in the Policy, the definition below applies only to the coverage provided by this Endorsement.

(1) **Acquiring bank** means a bank or financial institution that accepts credit or debit card payments, including stored value cards and pre-paid cards, for goods or services on behalf of a merchant, including processing and crediting those payments to a merchant's account.

(2) **Act of cyber terrorism** means the premeditated use of disruptive activities, or an explicit threat to use disruptive activities, against a computer, **computer system**, or network by a person or group to further social, political, religious or ideological objectives.

(3) **Adverse media report** means a report or communication of an actual or potential **security breach** or **privacy breach** which has been publicized through any media channel, including, but not limited to, television, **print media**, radio or electronic networks, the internet, or electronic mail, and threatens material damage to **your reputation** or **your** brand.

(4) **Assumed under contract** means liability for **damages** resulting from a **multimedia wrongful act**, **security breach** or **privacy breach**, where such liability has been assumed

by an **Insured** in the form of a written hold harmless or indemnity agreement, but only if such agreement was executed before the **multimedia wrongful act**, **security breach** or **privacy breach** occurred.

(5) **Bodily injury** means physical injury, sickness, disease or death sustained by any person and, where resulting from such physical injury only, mental anguish, mental injury, shock, humiliation or emotional distress.

(6) **BPO service provider** means any **third party** that provides business process outsourcing services for **your** benefit under a written contract with **you**, including, but not limited to, call center services, fulfillment services, and logistical support.

(7) **Brand loss** means **your** net profit, as could have reasonably been projected immediately prior to **notification**, or in the event of an **adverse media report**, immediately prior to the publication of an **adverse media report**, but which has been lost during the **period of indemnity** as a direct result of such **adverse media report** or **notification**. **Brand loss** will be determined in accordance with the provisions of Section **IX.** of this Endorsement.

(8) **Breach support and credit monitoring expenses** means those reasonable and necessary expenses that **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously liable**, to provide support activity to parties affected by a **privacy breach**. **Breach support and credit monitoring expenses** includes the cost to set up a call center and to provide a maximum of 24 months of credit monitoring services, identity theft assistance services, or credit or identity repair and restoration services. **Breach support and credit monitoring expenses** must be incurred with the Company's prior written consent.

(9) **Card association** means Visa International, MasterCard, Discover, JCB, American Express and any similar credit or debit card association that is a participating organization of the Payment Card Industry Security Standards Council.

(10) **Claim** means:

(a) with respect to Insuring Agreements **I.(A)(1)** and **I.(A)(2)** only:

i. a written demand made against an **Insured** for **damages** or non-monetary relief;

ii. a written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **claim** against an **Insured**; or

iii. the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** seeking **damages**, a temporary restraining order, or a preliminary or permanent injunction.

(b) with respect to Insuring Agreement **I.(A)(3)** only, a **privacy regulatory proceeding**.

(c) with respect to Insuring Agreement **I.(A)(4)**, a **PCI DSS demand**.

(d) with respect to Insuring Agreement **I.(A)(5)** only, a **TCPA claim**.

(e) with respect to Insuring Agreement **I.(B)(1)** only, written notice from an **executive** to the Company of an **adverse media report**, **security breach** or **privacy breach**.

(f) with respect to Insuring Agreement **I.(B)(2)** only, written notice from an **executive** to the Company of a **security breach** or **privacy breach**.

(g) with respect to Insuring Agreement **I.(B)(3)** only, written notice from an **executive** to the Company of a **system failure**.

(h) with respect to Insuring Agreement **I.(B)(4)** only, written notice from an **executive** to the Company of a **cyber extortion threat**.

(i) with respect to Insuring Agreement **I.(B)(5)(a)** only, written notice from an **executive** to the Company of **financial fraud**.

(j) with respect to Insuring Agreement **I.(B)(5)(b)** only, written notice from an **executive** to the Company of **telecommunications fraud**.

(k) with respect to Insuring Agreement **I.(B)(5)(c)** only, written notice from an **executive** to the Company of a **phishing attack**.

(l) with respect to Insuring Agreement **I.(B)(6)** only, written request by an **executive** to the Company for indemnification of **reward expenses**.

(m) with respect to Insuring Agreement **I.(B)(7)** only, written request by an **executive** to the Company for indemnification of **court attendance costs**.

A **claim** under Insuring Agreement **I.(A)(1)** or Insuring Agreement **I.(A)(2)** of this Endorsement shall not include a **privacy regulatory proceeding**, **PCI DSS demand** or **TCPA claim**.

A **claim** under any Third Party Liability Insuring Agreement of this Endorsement will be deemed to be first made when it is received by an **Insured**.

A **claim** under any First Party Insuring Agreement of this Endorsement will be deemed to be first made when the Company first receives written notice of such **claim**.

(11) **Cloud provider** means any **third party** that provides computing resources to **you** that are delivered as a service over a network or the internet (commonly known as "cloud computing"), including Software as a Service, Platform as a Service and Infrastructure as a Service.

(12) **Computer system** means an interconnected electronic, wireless, web, or similar system, including all computer hardware and software, used to process and store **data** or information in an analogue, digital, electronic or wireless format, including, but not limited to, computer programs, **data**, operating systems, firmware, servers, media libraries, associated input and output devices, mobile devices, devices that are connected to and controlled by the internet (also known as "smart devices"), networking equipment, websites, extranets, off-line storage facilities (to the extent that they hold **data**), and electronic backup equipment.

(13) **Court attendance costs** means the actual loss of earnings and reasonable costs and expenses incurred by an **insured** after a total of 3 days of required attendance at mediation sessions, arbitration proceedings, hearings, depositions and trials relating to the defense of a **claim** under any Third Party Liability Insuring Agreement of this Endorsement.

(14) **Cyber extortion expenses** means all reasonable and necessary costs and expenses, other than **cyber extortion monies**, that **you** incur with the Company's prior written consent as a direct result of a **cyber extortion threat**, including the cost to retain or hire a **third party** specializing in IT security to determine the validity and severity of a **cyber extortion threat**.

(15) **Cyber extortion monies** means any **money**, digital currency of any kind, including bitcoin, or **other property** paid by **you**, with the Company's prior written consent, to any person or group reasonably believed to be responsible for a **cyber extortion threat** in order to prevent or terminate such **cyber extortion threat**.

(16) **Cyber extortion threat** means a credible threat or series of related credible threats, including a demand for **cyber extortion monies**, which is directed at **you** to:

(a) steal, alter, release, divulge, disseminate, destroy, publicly disclose or misuse **private information** taken from an **Insured** as a result of unauthorized access to, or unauthorized use of, an **insured computer system**;

(b) infect an **insured computer system** with malicious code or ransomware;

(c) corrupt, damage or destroy an **insured computer system**;

(d) restrict or hinder access to an **insured computer system**, including the threat of a **denial of service attack**;

(e) perpetrate or carry out a **phishing attack**;

(f) steal, alter, release, reveal, divulge, disseminate, destroy, publicly disclose or misuse **your** confidential or proprietary information, or the **personally identifiable information** of an **Insured**; or

(g) damage **your reputation** or **your** brand by posting false or misleading comments about **you** or **your** organization on social media websites or platforms.

A series of continuing **cyber extortion threats**, related or repeated **cyber extortion threats**, or multiple **cyber extortion threats** resulting from the same attack, event or incident will be considered a single **cyber extortion threat** and will be deemed to have occurred at the time the first **cyber extortion threat** in the series first occurred.

(17) **Cyber liability extended reporting period** means the period after the end of the **endorsement period** for reporting **claims**, as provided in Section **VI.** of this Endorsement and specifically excludes the **endorsement period**.

(18) **Damages** means a monetary judgment, award or settlement, including awarded attorneys' fees and costs, and liquidated, punitive, exemplary or multiplied **damages** to the extent insurable under the law pursuant to which this Endorsement is construed.

Damages does not include:

(a) any **Insured's** future profits or royalties, restitution, or disgorgement of any **Insured's** profits;

(b) the costs to comply with orders granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;

(c) loss of any **Insured's** fees or profits, the return or offset of any **Insured's** fees or charges, or any **Insured's** commissions or royalties provided or contracted to be provided;

(d) taxes, fines or penalties, or sanctions;

(e) contractual liquidated **damages**, to the extent such **damages** exceed the amount for which the **Insured** would have been liable in the absence of the liquidated **damages** agreement;

(f) any amount which an **Insured** is not financially or legally obligated to pay;

(g) disgorgement of any remuneration or financial advantage to which an **Insured** was not legally entitled;

(h) settlements negotiated without the Company's consent;

(i) monetary judgments, awards, settlements or any other amounts which are uninsurable under the law pursuant to which this Endorsement is construed, or any legal fees and costs awarded pursuant to such judgments, awards or settlements; or

(j) **PCI DSS fines and assessments**.

(19) **Data** means any machine-readable information, including, but not limited to, ready-for-use programs, applications, account information, customer information, health and medical information, or other electronic information, irrespective of the way it is used and rendered.

(20) **Defense costs** means:

(a) reasonable and necessary fees incurred with the Company's consent and charged by an attorney(s) designated by the Company to defend a **claim**; and

(b) all other reasonable and necessary fees, costs, and expenses resulting from the defense and appeal of a **claim**, if incurred by the Company or by an **Insured** with the Company's prior written consent.

Defense costs does not include any wages or salaries of an **Insured**, or fees, overhead or other charges incurred by, or paid to, any **Insured** for any time spent in cooperating in the investigation or defense of a **claim** or a potential **claim**.

(21) **Denial of service attack** means an event caused by unauthorized or unexpected interference or a malicious attack, which is intended by the perpetrator to overwhelm the capacity of a **computer system** by sending an excessive volume of **data** to such **computer system** to prevent access to such **computer system**.

(22) **Digital assets** means **data** and computer programs that exist in an **insured computer system**. **Digital assets** do not include computer hardware.

(23) **Digital assets loss** means reasonable and necessary expenses and costs that **you** incur to replace, recreate or restore **digital assets** to the same state and with the same contents immediately before the **digital assets** were damaged, destroyed, altered, misused or stolen, including expenses for materials and machine time. **Digital assets loss** also includes amounts representing **employee** work time to replace, recreate or restore **digital assets**, which will be determined on a predefined billable hour or per-hour basis as based upon **your** schedule of **employee** billable hours.

(24) **Employee** means any individual whose labor or service is engaged by and directed by **you**, including volunteers, interns, and part-time, seasonal, temporary or leased workers. **Employee** does not include any **executive** or independent contractor.

(25) **Endorsement period** means the period specified as such in Item 3 of the Cyber Liability Supplemental Declarations. Coverage may be canceled or otherwise terminated before the **endorsement period** expiration date.

(26) **Executive** means any of **your** directors or officers, including **your** chief executive officer, chief financial officer, chief operations officer, chief technology officer, chief information officer, chief privacy officer, general counsel or other in-house lawyer, and risk manager, or any person in a functionally equivalent position.

(27) **Financial fraud** means any of the following:

(a) an intentional, unauthorized and fraudulent written, electronic or telephonic instruction transmitted to a financial institution, directing such institution to debit, transfer, withdraw or disburse **money** or **securities** from **your account**, which instruction purports to have been transmitted by **you** or an **executive** or **employee**, but was in fact fraudulently transmitted by a **third party** without **your** knowledge or consent; or

(b) the theft of **money** or **securities** from **your account** or **your** corporate credit cards as a result of a **hacking attack**.

(28) **Financial fraud loss** means the loss of **money** or **securities** that **you** sustain as a direct result of **financial fraud**. **Financial fraud loss** does not include any amounts reimbursed to **you** by any financial institution.

(29) **First party insured event** means:

(a) with respect to Insuring Agreement **I.(B)(1)** only, an **adverse media report**, **security breach** or **privacy breach**;

(b) with respect to Insuring Agreement **I.(B)(2)** only, a **security breach** or **privacy breach**;

(c) with respect to Insuring Agreement **I.(B)(3)** only, a **system failure**;

(d) with respect to Insuring Agreement **I.(B)(4)** only, a **cyber extortion threat**;

(e) with respect to Insuring Agreement **I.(B)(5)(a)** only, **financial fraud**;

(f) with respect to Insuring Agreement **I.(B)(5)(b)** only, **telecommunications fraud**;

(g) with respect to Insuring Agreement **I.(B)(5)(c)** only, a **phishing attack**;

(h) with respect to Insuring Agreement **I.(B)(6)** only, a **security breach**, **privacy breach**, **system failure**, **cyber extortion threat**, **financial fraud**, **telecommunications fraud** or **phishing attack**; and

(i) with respect to Insuring Agreement **I.(B)(7)** only, **court attendance costs** incurred by an **Insured**.

First party insured event does not include any **claim** made against an **Insured**.

(30) **Hacking attack** means any of the following directed at or enacted upon an **insured computer system**:

(a) unauthorized access to, or unauthorized use of, an **insured computer system**, including any such unauthorized access or unauthorized use resulting from the theft of a password from an **insured computer system** or from an **Insured**;

(b) a **denial of service attack** against an **insured computer system**;

(c) infection of an **insured computer system** by malicious code, or the transmission of malicious code from an **insured computer system**; or

(d) an **act of cyber terrorism**.

(31) **Income loss** means the net profit loss **you** sustain during the **period of restoration** as a direct result of a **system failure**. **Income loss** will be determined in accordance with the provisions of Section **IX.** of this Endorsement.

(32) **Informant** means any person who provides information regarding an illegal act committed by another person which causes a **first party insured event**, solely in return for **money** that **you** pay or promise to pay. **Informant** does not include:

(a) any person who commits an illegal act which causes a **first party insured event**, whether acting alone or in collusion with others;

(b) any **Insured**;

(c) any **Insured's** auditors, whether internal or external;

(d) any person or firm hired or retained to investigate a first party insured event; or

(e) any person responsible for the supervision or management of a party described in paragraphs (a) through (d) above.

(33) **Insured** means:

(a) the **Named Insured**;

(b) any **Subsidiary** of the **Named Insured**, but only with respect to **wrongful acts** or **first party insured events** that occur while a **Subsidiary** is under the **Named Insured's managerial control**;

(c) any past, present, or future **executive**, trustee, court-appointed receiver or **employee** of the **Named Insured** or **Subsidiary**, but only while acting solely within the scope of his or her duties as such;

(d) if the **Named Insured** or **Subsidiary** is a partnership, limited liability partnership, or limited liability company, then any general or managing partner, principal, stockholder, or owner thereof, but only while acting solely within the scope of his or her duties as such;

(e) any agent or independent contractor of the **Named Insured** or **Subsidiary**, but only while acting on behalf of, at the direction of, and under the supervision of the **Named Insured** or **Subsidiary**; and

(f) any person or legal entity the **Named Insured** is required by written contract to provide such coverage as is afforded by this Endorsement, but only for the acts of a party described in paragraphs (a) through (e) above, and only if the written contract is executed prior to the date any **wrongful act** or **first party insured event** occurs.

(34) **Insured computer system** means:

(a) a **computer system** that is owned and operated by **you**, or that is leased to **you** and operated by **you**;

(b) any **insured telecommunications system**; and

(c) with respect to Insuring Agreements **I.(A)(2)**, **I.(A)(3)**, **I.(A)(4)**, **I.(B)(1)** and **I.(B)(4)** only, **insured computer system** also includes a **computer system** operated by a **BPO service provider** or an **outsourced IT service provider**, which is used to provide services to **you**, or for processing, maintaining, hosting or storing **data** for **you**, pursuant to a written contract with **you** to provide such services.

(35) **Insured telecommunications system** means any telephone or fax network or system that is owned, rented, leased, licensed or borrowed by **you** and under **your** direct operational control.

(36) **Interruption expenses** means those reasonable and necessary expenses, excluding **special expenses**, incurred by **you** to avoid or minimize the suspension of **your** business because of a total or partial interruption, degradation in service, or failure of an **insured computer system** caused by a **system failure**, which **you** would not have incurred in the absence of the **system failure**. **Interruption expenses** include, but are not limited to, the use of rented/leased external equipment, substitution of other work or production procedures, the use of **third party** services, or additional staff expenditures or labor costs. The amount of **interruption expenses** recoverable shall not exceed the amount by which the covered **income loss** is reduced by such incurred expenses.

(37) **Managerial control** means:

(a) owning interests representing more than 50% of the voting, appointment or designation power for the selection of:

i. a majority of the board of directors or trustees, if the entity is a corporation;

ii. the management committee members, if the entity is a joint venture; or

iii. the members of the management board, if the entity is a limited liability company.

(b) having the right, pursuant to a written contract, or the by-laws, charter, operating agreement or similar organizational documents, to elect, appoint or designate:

i. a majority of the board of directors or trustees, if the entity is a corporation;

ii. the management committee members, if the entity is a joint venture; or

iii. the members of the management board, if the entity is a limited liability company.

(c) possessing at least 50% ownership interest of a joint venture entity and solely controlling the management and operations of such joint venture entity, pursuant to a written joint venture agreement;

(d) being the exclusive sponsor, if the entity is a charitable trust or foundation; or

(e) being the only general partner of an entity.

(38) **Media material** means communicative material of any kind or nature for which **you** are responsible, including, but not limited to, words, pictures, sounds, images, graphics, code and **data**, regardless of the method or medium of communication of such material or the purpose for which the communication is intended. **Media material** does not include any tangible goods or products that are manufactured, produced, processed, prepared, assembled, packaged, labeled, sold, handled or distributed by **you** or others trading under **your** name.

(39) **Merchant services agreement** means an agreement between **you** and an **acquiring bank**, **card association**, brand, network, credit or debit card processor, independent sales organization, gateway, or membership service, which enables **you** to accept payment by credit card, debit card or prepaid card.

(40) **Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including, but not limited to, currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.

(41) **Multimedia wrongful act** means any of the following, whether actual or alleged, but only if directly resulting from the dissemination of **media material** by an **Insured**:

(a) any form of defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization, including libel, slander, product disparagement or trade libel, and infliction of emotional distress, mental anguish, outrage or outrageous conduct, if directly resulting from any of the foregoing;

(b) invasion, infringement or interference with an individual's right of privacy or publicity, including the torts of false light, intrusion upon seclusion, commercial misappropriation of name, person, or likeness, and public disclosure of private facts;

(c) plagiarism, piracy or misappropriation of ideas under an implied contract;

(d) Infringement of copyright, trademark, trade name, trade dress, title, slogan, service mark or service name;

(e) domain name infringement or improper deep-linking or framing;

(f) negligence in **media material**, including a **claim** alleging harm to any person or entity that acted or failed to act in reliance upon such **media material**;

(g) false arrest, detention or imprisonment;

(h) trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy; or

(i) unfair competition, but only when arising out of a peril described in (a) through (h) above.

(42) **Named Insured** means the person or organization listed as such on the Policy Declarations Page for the Policy to which this Endorsement attaches.

(43) **Notification** means written notice to affected individuals in the event of a **security breach** or **privacy breach**, whether such written notice is made by **you** voluntarily or to comply with **privacy regulations**.

(44) **Notification expenses** means reasonable and necessary expenses that **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously liable**, to provide **notification** of a **security breach** or **privacy breach**, including printing costs, mailing and postage expenses, and the costs to engage a **third party** to mail **notification** letters and prepare substitute or website notices. **Notification expenses** must be incurred with the Company's prior written consent.

(45) **Other property** means any tangible property, other than **money** or **securities**, which has intrinsic value.

(46) **Outsourced IT service provider** means a **third party** that provides information technology services to **you**, under a written contract with **you** to provide such services, including, but not limited to, hosting, security management, co-location, and **data** storage. **Outsourced IT service provider** includes any **cloud provider**.

(47) **PCI Data Security Standard** (known as "PCI DSS") means the Payment Card Industry Security Standards Council Data Security Standard in effect now, or as hereafter amended, which all merchants and processors must follow when storing, processing and transmitting cardholder **data**.

(48) **PCI DSS demand** means a written demand for **PCI DSS fines and assessments** received by an **Insured** directly or indirectly from or through an **acquiring bank**, **card association** or payment card processor due to an **Insured's** non-compliance with the **PCI Data Security Standard**, or a request for information received by an **Insured** from an **acquiring bank**, **card association** or payment card processor regarding a suspected **security breach** or **privacy breach**.

(49) **PCI DSS fines and assessments** means monetary fines, penalties or assessments, including fraud recoveries, card reissuance costs, operational expenses or compliance case costs, which an **Insured** is legally obligated to pay under the terms of a **merchant services agreement**, but only where such monetary fines, penalties or assessments result from a **security breach** or **privacy breach**.

(50) **Period of indemnity** means the period beginning on the earlier of the date of **notification** or the first **adverse media report** (whichever applies), and ending on the earlier of:

(a) the date when gross revenues are restored to the level they had been prior to **notification** or the first **adverse media report** (whichever applies); or

(b) 180 consecutive days after the date of **notification** or the first **adverse media report** (whichever applies).

(51) **Period of restoration** means the period beginning on the date when the **system failure** began, and ending on the earlier of:

(a) the date when the **insured computer system** is restored or could have been repaired or restored with reasonable speed to the same condition, functionality and level of service that existed prior to the **system failure**, plus a maximum of 30 additional

consecutive days after the restoration of the **insured computer system** to allow for restoration of **your** business; or

(b) 120 consecutive days after the date the **system failure** began.

(52) **Personally identifiable information** means information that can be used to determine, distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, including, but not limited to, financial account numbers, security codes, personal identification numbers (PINs), credit and debit card numbers, medical or healthcare information, social security numbers, driver's license numbers, addresses, passwords, and any other non-public information as defined in **privacy regulations**.

(53) **Phishing attack** means the use by a **third party** of fraudulent telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to impersonate **you** or **your** brand, products or services to solicit **private information**.

With respect to Insuring Agreement **I.(B)(5)(c)** only, **phishing attack** also includes the use by a **third party** of fraudulent telephone calls, emails, texts, instant messages or other electronic communications or malicious websites to impersonate **you**, **your** client, **your** vendor, or an **executive** or **employee** to solicit **money**, **securities** or **other property**.

(54) **Phishing fraud loss** means:

(a) direct financial loss **you** sustain due to a **phishing attack** which fraudulently induces an **executive** or **employee** to transfer, pay or deliver **money**, **securities** or **other property** to an unintended **third party**;

(b) expenses that **you** incur, with the Company's prior written consent, to create and issue a specific press release or to establish a specific website to advise **your** customers and prospective customers of a **phishing attack**; and

(c) the cost of reimbursing **your** existing customers or clients for their direct financial losses resulting from a **phishing attack**, provided such reimbursement is made by **you** with the Company's prior written consent.

(55) **Print media** means newspapers, newsletters, magazines, books and literary works in any form, brochures or other types of publications, and advertising materials including packaging, photographs, and digital images.

(56) **Privacy breach** means any of the following:

(a) the unauthorized collection, disclosure, use, access, destruction or modification of **private information**;

(b) the inability to access, or failure to provide, **private information**;

(c) theft or loss of **private information**, including the theft or loss of **private information** stored on an unsecured **data** storage device or mobile or handheld device, including any smartphone, tablet, and laptop which is owned by **you** and operated by an **Insured**, or owned and operated by an **employee** or **executive** who has agreed in writing to **your** corporate mobile device acceptable use and security policy (also known as a "Bring Your Own Device" policy);

(d) the surrender of **private information** as a result of false communications or social engineering techniques, including but not limited to phishing, spear-phishing, and pharming;

(e) the failure to implement, maintain, or comply with privacy policies and procedures stating **your** obligations regarding **private information**, including but not limited to **your privacy policy**;

(f) the failure to develop or administer an identity theft prevention program;

(g) the failure to implement specific security practices with respect to **private information** required by any **privacy regulations**;

(h) an infringement or violation of any rights to privacy;

(i) breach of a person's right of publicity, false light, intrusion upon a person's seclusion;

(j) the failure to comply with **privacy regulations** pertaining to the **Insured's** responsibilities with respect to **private information**, but only relating to an act listed in paragraphs (a) through (h) above; or

(k) the failure to comply with any federal, state, foreign or other law (including common law), statute or regulation prohibiting unfair or deceptive trade practices or consumer fraud pertaining to the **Insured's** responsibilities with respect to **private information**, but only relating to an act listed in paragraphs (a) through (h) above.

A series of continuing **privacy breaches**, related or repeated **privacy breaches**, or multiple **privacy breaches** resulting from the same event or incident will be considered a single **privacy breach** and will be deemed to have occurred at the time the first **privacy breach** in the series first occurred.

(57) Privacy breach response costs means:

(a) reasonable and necessary **public relations expenses** that **you** incur with the Company's prior written consent prior to or following the publication of an **adverse media report** to avert or mitigate any material damage to **your reputation** or brands, which results or reasonably could result from the **adverse media report**; and

(b) reasonable and necessary legal fees that **you** incur on **your** own behalf or on behalf of a party for whom **you** are **vicariously liable** to:

i. determine the scope, cause, and extent of an actual or suspected **privacy breach** or **security breach**;

ii. determine the applicability of, and **your** obligations to comply with, **privacy regulations** due to an actual or suspected **privacy breach**; and

iii. draft a **notification** letter to be sent to parties affected by a **privacy breach**.

(c) reasonable and necessary fees and costs that **you** incur on **your** own behalf, or on behalf of a party for whom **you** are **vicariously liable**, to retain a qualified IT forensics firm or computer security expert to investigate and identify the source and scope of a **security breach** or **privacy breach**; and

(d) overtime salaries of non-exempt **employees** assigned to handle inquiries from parties affected by a **privacy breach**.

(58) Privacy regulations means foreign, federal, state or local statutes, rules, regulations and other laws, as they currently exist and as amended, associated with the confidentiality, access, control, and use of **private information**, including, but not limited to:

(a) the Health Insurance Portability and Accountability Act of 1996 (Public Law 104- 191), known as HIPAA, and related or similar state medical privacy laws;

(b) the Gramm-Leach-Bliley Act of 1999 (G-L-B), also known as the Financial Services Modernization Act of 1999, including sections concerning security protection and standards for customer records maintained by financial services companies, and the rules and regulations promulgated thereunder;

(c) state and federal statutes and regulations regarding the security and privacy of consumer information;

(d) governmental privacy protection regulations or laws associated with the control and use of personal information, including but not limited to requirements to post or publish **your privacy policy**, adopt specific privacy controls, or inform customers of actual or suspected **privacy breaches**;

(e) the privacy provisions of consumer protection laws, including the Federal Fair Credit Reporting Act (FCRA) and similar state laws;

(f) the Children's Online Privacy Protection Act or similar laws, as they exist now or in the future;

(g) the EU General Data Protection Act or other similar privacy and security statutes, rules, regulations or other laws worldwide, as they exist now or in the future; and

(h) the Health Information Technology for Economic and Clinical Health Act (HITECH ACT), enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5), and its implementing regulations, including related or similar state medical privacy laws.

(59) **Privacy regulatory proceeding** means a civil administrative proceeding, regulatory action, request for information, or investigation instituted against an **Insured** by a foreign, federal, state or local governmental body because of a **security breach** or **privacy breach**.

(60) **Private information** means:

(a) proprietary or confidential information owned by a **third party** that is in the care, custody or control of an **Insured** or is used by an **Insured** with the consent of such **third party**;

(b) **personally identifiable information**; and

(c) any information that is linked or linkable to a specific individual and that is subject to any **privacy regulations**.

(61) **Programming error** means an error which occurs during the development or encoding of a computer program, software or application and which would, when in operation, result in a malfunction or incorrect operation of a **computer system**.

(62) **Property damage** means physical injury to, or impairment, destruction or corruption of, any tangible property, including the loss of use thereof. **Data** is not considered tangible property.

(63) **Public relations expenses** means expenses that **you** incur to retain or hire a **third party** public relations consultant or public relations firm to protect or restore **your reputation**, which is damaged or reasonably could be damaged by an **adverse media report**.

(64) **Regulatory compensatory award** means a sum of **money** which an **Insured** is legally obligated to pay as a regulatory agency's award or fund for parties affected by a **privacy breach**, due to an adverse judgment or settlement arising out of a **privacy regulatory proceeding**. **Regulatory compensatory award** includes consumer redress funds but does not include any criminal fines or penalties of any nature whatsoever.

(65) **Regulatory fines and penalties** means civil fines or penalties imposed by a foreign, federal,

state or local governmental regulatory body against an **insured** in a **privacy regulatory proceeding**. **Regulatory fines and penalties** do not include: a) any amounts deemed uninsurable under the law pursuant to which this insurance is construed, b) any criminal fines or penalties of any nature whatsoever; or c) **PCI DSS fines and assessments**.

(66) **Retroactive date** means the date specified as such in Item 4. of the Cyber Liability Supplemental Declarations, on or after which **wrongful acts** must have taken place to be considered for coverage under this Endorsement.

(67) **Reward expenses** means the reasonable amount that **you** pay with the Company's prior written consent to an **informant** for information not otherwise available which leads to the arrest and conviction of any person who commits an illegal act that causes a **first party insured event**.

(68) **Securities** means negotiable or non-negotiable instruments or contracts representing **money** or **other property** but does not include **money**.

(69) **Security and privacy wrongful act** means any of the following, whether actual or alleged, but only if committed by an **Insured**:

(a) the failure to prevent or hinder a **security breach**, which in turn results in:

i. the alteration, copying, corruption, destruction, deletion, or damage to **data** stored on an **insured computer system**;

ii. theft, loss or unauthorized disclosure of electronic or non-electronic **private information** that is in **your** care, custody or control;

iii. theft, loss or unauthorized disclosure of electronic or non-electronic **private information** that is in the care, custody or control of a **BPO service provider** or an **outsourced IT service provider** that is holding, processing or transferring such **private information** on **your** behalf; provided, however, that the theft, loss or unauthorized disclosure occurs while **your** written contract with such **BPO service provider** or **outsourced IT service provider** is still in effect;

iv. unauthorized access to, or unauthorized use of, a **computer system** other than an **insured computer system**;

v. the inability of an authorized **third party** to gain access to **your** services;

(b) the failure to timely disclose a **security breach** affecting **private information**;

(c) the failure to dispose of **private information** within the required period, in violation of **privacy regulations**;

(d) the failure to prevent the transmission of a malicious code or computer virus from an **insured computer system** to the **computer system** of a **third party**;

(e) a **privacy breach**;

(f) the failure to prevent a **privacy breach**;

(g) the failure to prevent or hinder participation by an **insured computer system** in a **denial of service attack** directed against internet sites or the **computer system** of a **third party**;

(h) the failure to prevent the theft or loss of **personally identifiable information** of **employees**; or

(i) infliction of emotional distress or mental anguish, but only if directly resulting from a peril described in (a) through (h) above.

(70) **Security breach** means any of the following, whether a specifically targeted attack or a generally distributed attack:

(a) a **hacking attack**;

(b) the physical theft or loss of an unsecured **data** storage device containing **private information**; or

(c) the theft or loss of an unsecured mobile or handheld device containing **private information**, including any smartphone, tablet, and laptop owned by **you** and operated by an **insured**, or owned and operated by an **employee** or **executive** who has agreed in writing to **your** corporate mobile device acceptable use and security policy (also known as a "Bring Your Own Device" policy).

A series of continuing **security breaches**, related or repeated **security breaches**, or multiple **security breaches** resulting from a continuing failure of computer security will be considered a single **security breach** and will be deemed to have occurred at the time the first **security breach** in the series first occurred.

(71) **Special expenses** means reasonable and necessary costs and expenses that **you** incur to:

(a) prevent, preserve, minimize, or mitigate any further damage to **digital assets**, including the reasonable and necessary fees and expenses of specialists, outside consultants or forensic experts;

(b) preserve critical evidence of any criminal or malicious wrongdoing;

(c) purchase replacement licenses for computer programs because the copy protection system or access control software was damaged or destroyed by a **system failure**; or

(d) notify affected individuals of a total or partial interruption, degradation in service, or failure of an **insured computer system** resulting from a **system failure**.

(72) **Subsidiary** means any entity in which the **Named Insured**, either directly or indirectly, through one or more of its **Subsidiaries**:

(a) had **managerial control** as of the effective date of the Policy; or

(b) acquires **managerial control** after the effective date of the Policy, subject to the limitations of Section **VIII.** of this Endorsement.

(73) **System failure** means an unplanned outage, interruption, failure, suspension, or degradation of service of an **insured computer system**, including, but not limited to, any such outage, interruption, failure, suspension, or degradation of service caused directly by a **hacking attack**.

(74) **Takeover** means:

(a) any person, entity or affiliated group of persons or entities obtains more than 50% of the **Named Insured's** equity or assets;

(b) any person, entity or affiliated group of persons or entities obtains the right to elect or appoint more than 50% of the **Named Insured's** directors, officers, trustees or member managers, as applicable;

(c) the acquisition of the **Named Insured** by another entity, whereby the entity obtains **managerial control** of the **Named Insured**;

(d) the **Named Insured** is dissolved, sold or acquired by, merged into, or consolidated with, another entity, such that the **Named Insured** is not the surviving entity; or

(e) the **Named Insured** ceases to do business for any reason.

(75) **TCPA claim** means:

(a) a written demand made against an **Insured** for **money** or non-monetary relief alleging a **TCPA violation**;

(b) the service of a civil lawsuit or the institution of arbitration or other alternative dispute resolution proceedings against an **Insured** alleging a **TCPA violation** and seeking **money**, a temporary restraining order, or a preliminary or permanent injunction; or

(c) a written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **TCPA claim** against an **Insured**.

(76) **TCPA violation** means any of the following, whether actual or alleged, but only if committed by an **Insured**:

(a) any unsolicited telephone calls, emails, faxes, or other communications to **your** actual or prospective customers or other third parties;

(b) a violation of the Telephone Consumer Protection Act (47 U.S.C.§227), as amended, or any regulations promulgated thereunder;

(c) a violation of the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 6101-6108), as amended, or any regulations promulgated thereunder;

(d) a violation of the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), as amended, or any regulations promulgated thereunder; or

(e) a violation of any similar federal, state, local or foreign law, whether statutory, regulatory or common law, including any anti-spam law or other law that addresses, prohibits or limits the use of telephonic or electronic communications for solicitation purposes.

(77) **Telecommunications fraud** means the intentional, unauthorized and fraudulent gaining of access to outgoing telephone service through infiltration and manipulation of an **insured telecommunications system**.

(78) **Telecommunications fraud loss** means the charges that **you** incur for unauthorized calls directly resulting from **telecommunications fraud**.

(79) **Third party** means any entity, company, organization or person who does not qualify as an **Insured**.

(80) **Unauthorized trading** means trading, which at the time of the trade, exceeds permitted financial limits or is outside of permitted product lines.

(81) **Vicariously liable** means **your** legal responsibility for the liability of others, including legal responsibility **you** assume in a contract. The existence of vicarious liability will not create or confer any rights or duties under this Endorsement to any **third party**, other than as provided in this definition.

(82) **Waiting period** means:

(a) with respect to Insuring Agreement **I.(B)(2)** only, the 2-week period which must elapse after **notification**, or in the event of an **adverse media report**, after publication of the first **adverse media report**, before **brand loss** may be payable. The **waiting period** applies to each **period of indemnity**.

(b) with respect to Insuring Agreement **I.(B)(3)(b)** only, the 8-hour period which must elapse before **income loss**, **interruption expenses** and **special expenses** may be payable. The **waiting period** applies to each **period of restoration**.

(83) **Wrongful act** means:

(a) with respect to Insuring Agreement **I.(A)(1)** only, a **multimedia wrongful act**;

(b) With respect to Insuring Agreement **I.(A)(2)** only, a **security and privacy wrongful act**;

(c) With respect to Insuring Agreements **I.(A)(3)** and **I.(A)(4)** only, a **security breach** or **privacy breach**; and

(d) With respect to Insuring Agreement **I.(A)(5)** only, a **TCPA violation**.

(84) **You** and **Your** means the **Named Insured** and any **Subsidiary**.

(85) **Your account** means a business account maintained by **you** at a financial institution from which **you**, or any **insured** authorized by **you**, may request the transfer, payment or delivery of **money** or **securities**.

(86) **Your privacy policy** means **your** published policies provided to **employees** or **third parties** in written or electronic form that govern the collection, dissemination, confidentiality, integrity, accuracy or availability of information relating to **private information**.

(87) **Your reputation** means the estimation of trust that customers or clients have in doing business with **you** or in purchasing **your** products or services.

V. CYBER LIABILITY NOTICE PROVISIONS

(A) As a condition precedent to coverage for any **claim** under any Insuring Agreement of this Endorsement except Insuring Agreement **I.(B)(2)**, an **executive** must provide written notice to the Company of such **claim** as soon as practicable during the **endorsement period**, but no later than 60 days after expiration of the **endorsement period** (or during the **cyber liability extended reporting period**, if applicable).

(B) As a condition precedent to coverage for any **claim** under Insuring Agreement **I.(B)(2)**, an **executive** must provide written notice to the Company of such **claim** during the **period of indemnity**.

(C) If, during the **endorsement period**, an **executive** becomes aware of any incidents, acts, facts or circumstances that could reasonably be a basis for a **claim**, and if the **executive** gives written notice to the Company during the **endorsement period** that describes:

(1) specific details of the incidents, acts, facts or circumstances that could reasonably be the basis for a **claim**;

(2) possible **damages**, penalties, or other amounts potentially covered under this Endorsement that may result or has resulted from the facts or circumstances;

(3) details regarding how the **executive** first became aware of the incidents, acts, facts or circumstances; and

(4) the **computer system** security and event logs, if applicable,

then any **claim** arising out of such reported incidents, acts, facts or circumstances will be deemed a **claim** first made on the date that Company first received written notice complying with the above requirements.

VI. CYBER LIABILITY EXTENDED REPORTING PROVISIONS

(A) If the Policy is cancelled or non-renewed by the Company for any reason other than fraud, material misrepresentation, material omission or non-payment of premium, or if the **Named Insured** cancels or chooses not to renew the Policy, the **Named Insured** will have the option to purchase a **cyber liability extended reporting period**. The additional premium for the **cyber liability extended reporting period** will be a percentage of the full Cyber Liability annual premium in effect on the date the Policy was issued or last renewed, as set forth below:

Term	Percent of Cyber Annual Premium
One year (12 months)	100%
Two years (24 months)	150%
Three years (36 months)	200%

(B) If purchased by the **Named Insured**, the **cyber liability extended reporting period** will only apply to:

(1) with respect to the Third Party Liability Insuring Agreements of this Endorsement, any **claim** first made against an **Insured** during the **cyber liability extended reporting period**, provided always that the actual or alleged **wrongful acts** giving rise to such **claim** occur on or after the **retroactive date** and prior to the end of the **endorsement period**; and

(2) with respect to the First Party Insuring Agreements of this Endorsement, any **claim** reported to the Company during the **cyber liability extended reporting period**, provided always that the **first party insured event** giving rise to such **claim** first occurs during the **endorsement period**, but before the effective date of cancellation or non-renewal of the Policy, and the **first party insured event** is first discovered by an **executive** during the **cyber liability extended reporting period**.

(C) Any such **cyber liability extended reporting period**:

(1) shall be evidenced by issuance of an Endorsement to this Policy;

(2) is subject to all terms, conditions, limitations and exclusions of this Endorsement;

(3) shall require payment within thirty (30) days from the **Named Insured's** written request to bind such **cyber liability extended reporting period**; and

(4) shall be effective on the effective date of cancellation of the Policy, if applicable, or the expiration date of the Policy.

(D) The Limits of Liability for the **cyber liability extended reporting period** shall be part of, and not in addition to, the Limits of Liability set forth in the Cyber Liability Supplemental Declarations. The purchase of the **cyber liability extended reporting period** shall not increase or reinstate the Limits of Liability.

(E) The right to purchase the **cyber liability extended reporting period** shall terminate unless the **Named Insured** provides written notice of the **Named Insured's** election to purchase the **cyber liability extended reporting period** to the Company within thirty (30) days of the effective date of cancellation, if applicable, or the expiration date of the Policy.

(F) At the commencement of a **cyber liability extended reporting period**, the entire premium will be deemed fully earned, and in the event the **Named Insured** terminates a **cyber liability extended reporting period extended** for any reason prior to its natural expiration, the Company will not be liable to return any premium paid for the **cyber liability extended reporting period**.

VII. CYBER LIABILITY EXCLUSIONS

The Company will not be liable under this Endorsement for:

(A) any **claim** based upon, arising from, or in any way involving any actual or alleged **wrongful act** or **first party insured event** of which any **Insured** had knowledge prior to the earlier of:

(1) the **endorsement period**; or

(2) the original inception date of Cyber Liability Insurance issued by the Company of which this Endorsement is a direct and continuous renewal;

(B) any **claim** made by or on behalf of an **Insured** against another **Insured**; however, this exclusion does not apply to a **claim** under Insuring Agreement **I.(A)(2)** which is brought by any past, present or future **employee** against **you**;

(C) any **claim** based upon, arising from, or in any way involving any of the following committed by an **Insured**, whether acting alone or in collusion with other persons:

(1) a willful, intentional, deliberate, malicious, fraudulent, or dishonest act or omission;

(2) a criminal act;

(3) an intentional violation of law; or

(4) the gaining of any profit or advantage to which an **Insured** is not legally entitled.

However, the Company may pay **defense costs** incurred in connection with the defense of any conduct described in this Exclusion until such time as there is a final, non-appealable adjudication in a judicial, administrative or alternative dispute proceeding, or by an **Insured's** own admission in a proceeding or otherwise. The Company will have the right to recover **defense costs** incurred in defending any such **claim** from any **Insured** found to have committed the conduct described in this Exclusion.

Notwithstanding the foregoing, this Exclusion does not apply to any **Insured** who did not commit, participate in or have prior knowledge of any conduct to which this Exclusion would otherwise apply.

(D) any **claim** based upon, arising from, or in any way involving the insolvency or bankruptcy of any person or entity, or the failure, inability or unwillingness of any person or entity to make payments, perform obligations or conduct business because of insolvency, liquidation, or bankruptcy; however, **your** insolvency or bankruptcy will not relieve the Company of its obligations under this Endorsement where **your** insolvency or bankruptcy does not give rise to a **claim** or loss;

(E) any **claim** for **bodily injury** or **property damage**;

(F) any **claim** based upon, arising from, or in any way involving any regional, countrywide, or global outage, failure, disruption, or reduction in supply of any utility service or infrastructure, including electricity, gas, water, telephone, cable, internet, satellite or telecommunications, or any failure, outage, disruption, degradation or termination of any critical part of such service or infrastructure;

(G) any **claim** based upon, arising from, or in any way involving the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services;

(H) any **claim** based upon, arising from, or in any way involving the violation of any economic or trade sanctions by the United States government including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC); however, this exclusion does not apply to a **security breach** originating from any country where the United States of America has imposed economic or trade sanctions;

(I) any **claim** based upon, arising from, or in any way involving any breach of any express, implied, actual or constructive contract, warranty, guarantee or promise; however, this exclusion does not apply to:

(1) any liability or obligation an **Insured** would have had in the absence of such contract, warranty, guarantee or promise and which would have been insured by this Endorsement;

(2) an actual or alleged breach of **your privacy policy**;

(3) an actual or alleged breach of an express, implied, actual or constructive contract, warranty, guarantee or promise to protect **private information**;

(4) any **claim** under Insuring Agreement **I.(A)(2)** for an unintentional breach by an **Insured** of the provisions of a confidentiality or non-disclosure agreement relating to the confidentiality of **private information**; or

(5) any **claim** under Insuring Agreement **I.(A)(4)** for an unintentional breach of the provisions of a **merchant services agreement** relating to compliance with the **PCI DSS Standard**.

(J) any **claim** based upon, arising from, or in any way involving any liability assumed by any **Insured** under a contract or agreement; however, this exclusion does not apply to:

(1) with respect to Insuring Agreement **I.(A)(1)** and Insuring Agreement **I.(A)(2)** only, liability **assumed under contract**;

(2) any liability an **Insured** would have had in the absence of such contract or agreement and which would have been insured by this Endorsement; or

(3) with respect to Insuring Agreement **I.(A)(4)** only, liability for **PCI DSS fines and assessments** assumed under a **merchant services agreement**;

(K) any **claim** based upon, arising from, or in any way involving:

(1) any actual, alleged or threatened presence of pollutants or contamination of any kind, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste ("waste" includes materials to be recycled, reconditioned, or reclaimed), whether resulting from an **Insured's** activities or the activities of others, or such presence or contamination happened suddenly or gradually, accidentally or intentionally, or expectedly or unexpectedly; or

(2) Any directive or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or contamination of any kind, or in any way respond to, or assess the effects of, pollutants or contamination;

(L) any **claim** based upon, arising from, or in any way involving **income loss** caused by, or resulting from, **unauthorized trading**;

(M) any **claim** based upon, arising from, or in any way involving:

(1) the actual or alleged loss of value of any **securities**;

(2) the actual or alleged purchase or sale of **securities**;

(3) the offer of, or solicitation of an offer, to purchase or sell **securities**; or

(4) the violation of any securities law including, but not limited to, the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, or the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any similar federal, state, local, or foreign law, including "Blue Sky" laws, whether such law is statutory, regulatory, or common law;

(N) any **claim** based upon, arising from, or in any way involving the actual or alleged government enforcement of any foreign, federal, state or local regulation including, but not limited to, regulations promulgated by the United States Federal Trade Commission, Federal Communications Commission, or the Securities and Exchange Commission; however, this exclusion does not apply to a **privacy regulatory proceeding**;

(O) any **claim** based upon, arising from, or in any way involving:

(1) any employer-**employee** relations, policies, practices, acts, or omissions;

(2) any actual or alleged refusal to employ any person; or

(3) any misconduct by **you** with respect to **employees**.

However, this exclusion does not apply to a **claim** under Insuring Agreement **I.(A)(2)**, Insuring Agreement **I.(A)(3)** or Insuring Agreement **I.(B)(1)** which is based upon or arising from a breach of the **personally identifiable information** of any **employee**.

(P) any **claim** based upon, arising from, or in any way involving any actual or alleged harassment or discrimination of any kind including, but not limited to, age, color, race, gender, creed, national origin, marital status, sexual preferences, disability, or pregnancy;

(Q) any **claim** based upon, arising from, or in any way involving:

(1) the violation of any pension, healthcare, welfare, profit sharing, mutual, or investment plans, funds, or trusts; or

(2) any violation of any provision of the Employee Retirement Income Security Act of 1974 and its amendments, or the Pension Protection Act of 2006 and its amendments, or any regulation, ruling, or order issued pursuant to the foregoing statutes.

However, Exclusion **(Q)(2)** does not apply to a **claim** under Insuring Agreement **I.(A)(2)**, Insuring Agreement **I.(A)(3)** or Insuring Agreement **I.(B)(1)** which is based upon or arising from a breach of the **personally identifiable information** of any **employee**.

(R) any **claim** for loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with war, invasion, acts of foreign enemies, hostilities or warlike operations (whether declared or not), civil war or mutiny, civil commotion assuming the proportions of, or amounting to, a riot, popular uprising, military uprising, insurrection, rebellion, revolution, or usurped power, or for loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken by a government authority to hinder, control, prevent, suppress, or defend against any of the aforementioned actions; or the confiscation, nationalization, requisition, or destruction of, or damage to, property by, or under the order of, any government authority; however, this exclusion does not apply to an **act of cyber terrorism**;

(S) any **claim** based upon, arising from, or in any way involving:

(1) any **Insured's** failure to comply with or follow the **PCI Data Security Standard** or any payment card company rules; or

(2) any **Insured's** failure to implement or maintain, or comply with, any security measures or standards related to any payment card **data** including, but not limited to, any fine or penalty imposed by a payment card company on a merchant bank or payment processor that an **Insured** has paid or agreed to reimburse or indemnify.

However, this exclusion does not apply to a **PCI DSS demand**.

(T) any **claim** based upon, arising from, or in any way involving:

(1) any actual or alleged unfair competition, price fixing, deceptive trade practices or restraint of trade; or

(2) the violation of any antitrust statute, legislation or regulation.

However, Exclusion **(T)(1)** does not apply to:

(1) allegations of unfair competition that form a part of **claim** under Insuring Agreement **I.(A)(1)**, Insuring Agreement **I.(A)(2)** or Insuring Agreement **I.(A)(3)**; or

(2) allegations of deceptive trade practices that form a part of a **claim** under Insuring Agreement **I.(A)(2)** or Insuring Agreement **I.(A)(3)**.

(U) any **claim** based upon, arising from, or in any way involving any actual or alleged infringement of any patent;

(V) any **claim** based upon, arising from, or in any way involving the misappropriation, theft, copying, display or publication of any trade secret; however, this exclusion does not apply to a **claim** under Insuring Agreement **I.(A)(2)** alleging failure to prevent the misappropriation of a trade secret which results from a **security and privacy wrongful act**;

(W) any **claim** based upon, arising from, or in any way involving the confiscation, commandeering, requisition, destruction of, or damage to, computer hardware by order of a government de jure or de facto, or by any public authority for whatever reason; however, this exclusion does not apply to a **system failure**;

(X) any **claim** based upon, arising from, or in any way involving any actual or alleged violation of the Telephone Consumer Protection Act (47 U.S.C.§227), the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. §§ 6101-6108), or the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), each as amended, or any regulations promulgated under the foregoing statutes, or any similar federal, state, local or foreign laws, whether such laws are statutory, regulatory or common law, including any anti-spam law or other law concerning the use of telephonic or electronic communications for solicitation purposes, or any allegations of invasion or violation of any rights to privacy derived therefrom; however, this exclusion does not apply to a **TCPA claim**;

(Y) any matter paid, or deemed payable, by the Company under any other insuring agreement or coverage section of the Policy to which this Endorsement attaches;

(Z) with respect to all First Party Insuring Agreements of this Endorsement:

(1) any liability to any **third party** for whatever reason, including, contractual penalties, **damages**, or legal costs and expenses of any type;

(2) sanctions, fines or penalties imposed by law; or

(3) any **claim** based upon, arising from, or in any way involving fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, force majeure, or any other physical event, however caused.

(AA) with respect to Insuring Agreement **I.(B)(2)** (BrandGuard®) of this Endorsement only:

(1) any loss, cost, liability or expense that **you** incur to re-establish **your reputation**, including **public relations expenses**;

(2) any loss, cost, liability or expense incurred in any **claim** that is insured by any other insurance, except excess insurance; or

(3) any loss, cost, liability or expense incurred because of an **adverse media report** that also affects or refers in similar terms to a general security issue, an industry, or **your** specific competitors without any specific allegations regarding a **security breach** or a **privacy breach** committed by an **Insured**, or by others acting on **your** behalf, for whom **you** are legally responsible, including **BPO service providers** or **outsourced IT service providers**;

(BB) With respect to Insuring Agreement **I.(B)(3)** (System Failure) of this Endorsement only:

(1) the cost of restoring, updating or replacing **digital assets** to a level beyond that which existed prior to the **system failure**;

(2) physical damage to, or the costs to repair or replace, any computer hardware or **data** center;

(3) the economic or market value of **digital assets**;

(4) the costs or expenses incurred to identify, patch, or remediate software **programming errors** or **computer system** vulnerabilities;

(5) the cost to upgrade, improve, repair, redesign, reconfigure, or maintain an **insured computer system** to a level of functionality beyond that which existed prior to the **system failure**;

(6) the cost of restoring, replacing or repairing any electronic media; or

(7) loss of goodwill or harm to **your reputation**;

(CC) With respect to Insuring Agreement **I.(B)(5)** (Cyber Crime) of this Endorsement only:

(1) any **claim** based upon, arising from, or in any way involving any actual or alleged unauthorized acquisition, access, use or disclosure of **private information** that is held or transmitted in any form; however, this Exclusion not does not apply to **financial fraud** which directly results from the use of **private information**;

(2) any **claim** based upon, arising from, or in any way involving the seizure, confiscation, nationalization, requisition, or destruction of an **insured telecommunications system** by, or under the order of, any government or public authority;

(3) amounts that have been wholly or partially reversed by a credit card company or financial institution;

(4) loss of **other property** arising out of, resulting from, or in any way involving the fraudulent or purportedly fraudulent use of a credit or debit card;

(5) any **claim** based based upon, arising from, or in any way involving any fraudulent instruction, if the sender, or any person or organization acting in collusion with the sender, ever had authorized access to **your** password, PIN or other security code; however, this exclusion does not apply to **phishing fraud loss** incurred by **you** because of a fraudulent instruction transmitted by an **employee** or an **executive**, if the fraudulent instruction was transmitted by such **employee** or **executive** as a direct result of a **phishing attack**;

(6) any **claim** based upon, arising from, or in any way involving the giving or surrendering of **money**, **securities** or **other property** in any exchange for or purchase of goods, products or services:

(a) that are not yet delivered, whether or not fraudulent;

(b) that fail to conform to advertised quality or performance; or

(c) that fail to conform to the quality or performance expected from the standpoint of the **Insured**;

(7) any **claim** based upon, arising from, or in any way involving potential income, including interest and dividends, not realized by **you** or **your** customers or clients;

(8) for the theft of **money**, **securities** or **other property** belonging to a **third party**; however, this exclusion does not apply to **phishing fraud loss** incurred by **you** to reimburse **your** customers or clients for their direct financial losses resulting from a **phishing attack**.

VIII. CHANGES IN EXPOSURE

(A) In the event of a **takeover** during the **endorsement period**, coverage under this Endorsement will continue until its natural expiration date for any **claim** made during the **endorsement period**, but only if the **wrongful acts** or **first party insured events** giving rise to such **claim** occur on or after the applicable **retroactive date** and prior to the effective date of the **takeover**.

(B) If, after the effective date of the **endorsement period**, the **Named Insured** acquires or creates a **Subsidiary**, and the Company has agreed, by endorsement to the Policy, to provide coverage for such **Subsidiary**, then such **Subsidiary** will be included within the definition of **Insured** for the duration of the **endorsement period**, but only with respect to **claims** for **wrongful acts** or **first party insured events** that occur after the creation or acquisition of such **Subsidiary**.

(C) If, after the effective date of the **endorsement period**, the **Named Insured** sells a **Subsidiary**, that **Subsidiary** will be an **Insured** for the duration of the **endorsement period**, but only with respect to **claims** for **wrongful acts** or **first party insured events** that occur on or after the applicable **retroactive date** and prior to the effective date of the sale.

IX. LOSS DETERMINATION

(A) **Brand Loss**. The **brand loss** payable under Insuring Agreement **I.(B)(2)** will be calculated by considering:

(1) the prior experience of **your** business preceding the date of the **adverse media report** or **notification**, whichever applies, and **your** likely net profit, had no **adverse media report** been published or **notification** occurred;

(2) income derived from substitute methods, facilities, or personnel **you** use to maintain **your** revenue stream;

(3) **Your** documentation of the trends in **your** business and variations in, or other circumstances affecting, **your** business before or after the **adverse media report** or **notification**, which would have affected **your** business had no **adverse media report** been published or **notification** occurred; and

(4) **Your** fixed operating expenses (including ordinary payroll), but only to the extent that such fixed operating expenses must continue during the **period of indemnity**.

For purposes of calculating **brand loss**, "net profit" will include the amount paid or payable to **you** for goods, products, or services sold, delivered, or rendered in the normal course of **your** business.

(B) **Digital Assets Loss**. The **digital assets loss** payable under Insuring Agreement **I.(B)(3)(a)** will be determined as follows:

(1) if the impacted **digital asset** was purchased from a **third party**, we will pay only the lesser of the original purchase price of the **digital asset** or the reasonable and necessary **digital assets loss**; or

(2) if it is determined that the **digital assets** cannot be replaced, restored or recreated, we will only reimburse the actual and necessary **digital assets loss** incurred up to such determination.

(C) **Income Loss**. The **income loss** payable under Insuring Agreement **I.(B)(3)(b)** will be calculated as follows:

(1) **Your** net profit, as could have been reasonably projected, but which has been lost as a direct result of a **system failure**; plus

(2) **Your** fixed operating expenses (including ordinary payroll) incurred, but only to the extent that such operating expenses must continue during the **period of restoration**.

Income loss will be calculated by considering:

(1) the prior experience of **your** business preceding the date of the **system failure**, and **your** likely net profit, had no **system failure** occurred;

(2) income derived from substitute methods, facilities, or personnel **you** use to maintain **your** revenue stream; and

(3) **Your** documentation of the trends in **your** business and variations in, or other circumstances affecting, **your** business before or after the **system failure**, which would have affected **your** business had no **system failure** occurred.

For purposes of calculating **income loss**, "net profit" will include the amount paid or payable to **you** for goods, products, or services sold, delivered, or rendered in the normal course of **your** business.

X. TRANSFER OF DUTIES WHEN THE LIMIT OF LIABILITY IS EXHAUSTED

(A) If the Company concludes that, based on **claims** which have been reported, the applicable Limit of Liability set forth in the Cyber Liability Supplemental Declarations is likely to be exhausted, the Company will notify **you** to that effect.

(B) When the applicable Limit of Liability has been exhausted:

(1) The Company will notify **you** in writing as soon as practicable that: (a) such Limit of Liability has been exhausted; and (b) the Company's obligation to defend any **claim** or pay any amounts has ended.

(2) The Company will initiate and cooperate in the transfer of control to the appropriate **Insured** all **claims** which are subject to the Limit of Liability and were reported to the Company before the Limit of Liability was exhausted. **You**, and any other **Insured**, must cooperate in the transfer of control of said **claims**. **You**, and any other **Insured** involved in a **claim**, must arrange for the defense and payment of such **claim** within the period agreed to by the appropriate **Insured** and the Company. Absent any such agreement, arrangements for defense and payment of the **claim** must be made as soon as practicable. The Company will take such steps as deemed appropriate to

avoid default in, or continue the defense or handling of, such **claim** until transfer of control is completed, provided the **Insured** is cooperating in completing such transfer.

(3) The **Insured** shall reimburse the Company for the costs it incurs in transferring control of a **claim**. The Company will take no action whatsoever with respect to any **claim** that would have been subject to the applicable Limit of Liability had it not been exhausted, if the **claim** is reported to the Company after the Limit of Liability is exhausted.

(4) The **Insured** will also be responsible for providing **notification** and customer support, including credit monitoring services and identity theft education or assistance, to affected individuals. The **Insured** may continue to utilize vendors recommended by the Company to provide such services.

(5) The exhaustion of the Limit of Liability and the resulting end of the Company's obligation to defend any **claim** or pay any amount will not be affected by the Company's failure to comply with any of the provisions of this clause.

XI. OTHER INSURANCE

The coverage provided by this Endorsement will be excess insurance over any other valid and collectible insurance available, including any self-insured retention or deductible portion thereof, whether such insurance is stated to be primary, pro rata, contributory, excess, contingent or otherwise, unless such insurance specifically applies as excess insurance over the insurance provided under this Endorsement.

XII. ARBITRATION

Notwithstanding any other provision of this Endorsement or the Policy, any irreconcilable dispute between the Company and an **Insured** concerning this Endorsement or coverage for any **claim** is to be resolved by arbitration in accordance with the then current rules of the American Arbitration Association, except that the arbitration panel shall consist of one arbitrator selected by the **Insured**, one arbitrator selected by the Company, and a third independent arbitrator selected by the first two arbitrators. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator has the power to decide any dispute between the Company and the **Insured** concerning the application or interpretation of this Endorsement. However, the arbitrator shall have no power to change or add to the provisions of this Endorsement. The **Insured** and the Company will share equally in the cost of arbitration.

Drexel Building Supply- Columbus
200 Hall Road
COLUMBUS WI 53925
PAY ONLINE-WWW.DREXELTEAM.COM

QUOTE

2507-263331 R19

SOLD TO
CASH Thank you for trusting Drexel with your building needs. We love working with you! **TOTAL DUE BEFORE DELIVERY**

JOB ADDRESS
PARDEEVILLE EMS 501 GILLETTE ST PARDEEVILLE WI 53954 6084299089

ACCOUNT	JOB
CASH	0
CREATED ON	07/15/2025
EXPIRES ON	08/15/2025
BRANCH	KEWA
CUSTOMER PO#	MATO/LVT
STATION	0078
CASHIER	JR10
SALESPERSON	JR10
ORDER ENTRY	JR10
MODIFIED BY	JR10

Item	*Description*	*D*	*Quantity*	*U/M*	*Price*	*Per*	*Amount*
DEETS	*SALESPERSON:JD RIVERA *SALES PHONE:920.350.2103						
PRICEASQUOTED	PRICE AS QUOTED		1	EA	2251.0000	EA	2,251.00
C	----------						
C	ROOMS QUOTED: 20' X 22' DAY ROOM 33' X 45' MEETING ROOM 12' X 8' REPORT ROOM 8' X 8' BEDROOM 8' X 8' BEDROOM 8' X 8' BEDROOM 8' X 8' BEDROOM 7' X 8' BEDROOM 7' X 8' BEDROOM 8' X 13' OFFICE 11' X 12' BATHROOM/LVT						
SOVRM	HERRE-ADURA FLEX RECTANGLE 13301 STYLE CODE: (MANNINGTON) COLOR: FRESCO CANVAS (FLEX) SIZE: 12"X24"X.098"(2.5MM) QTY: 18PCS/CTN - 36SF/CTN MAFXR490		144	SF		SF	
C	4# CARTONS @36SF/CARTON 18PCS/CTN						
NUFLEX302	NuFlex 302 Translucent Silicone Sealant 10.1 oz		1	EA		EA	
SOVRM	DREAM-ADHESIVE-COMMERCIALON LVT ADHESIVE (E167) SIZE: 900SF PER 4 GALLON PAIL (GAL4)		4	EA		SF	

This is an estimate; prices vary based on market conditons. This is NOT a legally binding contract between parties. Customer is responsible for quantity, specifications, code requirements, pricing errors, and lead times. PLEASE EXAMINE CAREFULLY.

Please remit payment to:
110 E Main St.,
Campbellsport, WI 53010

https://www.drexelteam.com/terms-and-conditions/

Subtotal

Sales Tax

Total

Buyer:

Signature

Drexel Building Supply- Columbus
200 Hall Road
COLUMBUS WI 53925
PAY ONLINE-WWW.DREXELTEAM.COM

QUOTE

2507-263331 R19

SOLD TO
CASH Thank you for trusting Drexel with your building needs. We love working with you! **TOTAL DUE BEFORE DELIVERY**

JOB ADDRESS
PARDEEVILLE EMS 501 GILLETTE ST PARDEEVILLE WI 53954 6084299089

ACCOUNT	JOB
CASH	0
CREATED ON	07/15/2025
EXPIRES ON	08/15/2025
BRANCH	KEWA
CUSTOMER PO#	MATO/LVT
STATION	0078
CASHIER	JR10
SALESPERSON	JR10
ORDER ENTRY	JR10
MODIFIED BY	JR10

Item	*Description*	*D*	*Quantity*	*U/M*	*Price*	*Per*	*Amount*
SOVRM	ADHESIVE-HERREGAN-MANNINGTON MT711 1 GALLON		1	EA		SF	
SOVRM	ALLSURFACES-ROPPE VINYL COVE BASE (STYLE) COLOR:TBD (COLOR) SIZE:4"X120'X.080" 5 ROLLS @120LF/ROLL		600	LF		SF	
SOVRM	ALLSURFACES-MAPEI ECO575 COVE BASE ADHESIVE SIZE:28.7 OZ CARTRIDGE COVERS 60LF PER TUBE (12 CARTRIDGES PER CARTON)		10	EA		SF	
SOVRM	ALL SURFACES-ROPPE 177-100 VINYL TILE CARPET JOINER 100 BLACK 1/4" X 12' (ROP177VXP100) 5PCS/CTN 60FT/CTN 10LBS/CTN		60	LF		SF	
C	*ALL SPECIAL ORDER ITEMS NOT RETURNABLE. *DREXEL NOT RESPONSIBLE FOR ANY OVERAGES/SHORTAGES - CLIENT TO CONFIRM AMOUNTS TO BE ORDERED. *YOU UNDERSTAND MATERIAL MAY VARY SLIGHTLY FROM ORDER TO ORDER AS MANY PRODUCTS ARE SUBJECT TO DIFFERENT DYE LOTS AND NATURAL VARIATIONS IN						

This is an estimate; prices vary based on market conditons. This is NOT a legally binding contract between parties. Customer is responsible for quantity, specifications, code requirements, pricing errors, and lead times. PLEASE EXAMINE CAREFULLY.

Please remit payment to:
110 E Main St.,
Campbellsport, WI 53010

https://www.drexelteam.com/terms-and-conditions/

Subtotal	
Sales Tax	
Total	

Buyer:

Signature

Drexel Building Supply- Columbus
200 Hall Road
COLUMBUS WI 53925
PAY ONLINE-WWW.DREXELTEAM.COM

QUOTE

2507-263331 R19

SOLD TO
CASH Thank you for trusting Drexel with your building needs. We love working with you! **TOTAL DUE BEFORE DELIVERY**

JOB ADDRESS
PARDEEVILLE EMS 501 GILLETTE ST PARDEEVILLE WI 53954 6084299089

ACCOUNT	JOB
CASH	0
CREATED ON	07/15/2025
EXPIRES ON	08/15/2025
BRANCH	KEWA
CUSTOMER PO#	MATO/LVT
STATION	0078
CASHIER	JR10
SALESPERSON	JR10
ORDER ENTRY	JR10
MODIFIED BY	JR10

Item	*Description*	*D*	*Quantity*	*U/M*	*Price*	*Per*	*Amount*
	COLOR AND TEXTURE. *PAYMENT IN FULL IS REQUIRED BEFORE MATERIAL CAN BE ORDERED. CREDIT APPLICATIONS ARE AVAILABLE UPON REQUEST. *PLEASE TAKE THIS OPPORTUNITY TO ASK ANY OTHER QUESTIONS REGARDING YOUR ORDER. *BY SIGNING BELOW YOU ARE AGREEING TO ALL OF THE ABOVE STATEMENTS.						

This is an estimate; prices vary based on market conditons. This is NOT a legally binding contract between parties. Customer is responsible for quantity, specifications, code requirements, pricing errors, and lead times. PLEASE EXAMINE CAREFULLY.

Please remit payment to:
110 E Main St.,
Campbellsport, WI 53010

https://www.drexelteam.com/terms-and-conditions/

	Subtotal	2,251.00
C02 5.50%	Sales Tax	123.81
	Total	2,374.81

Buyer:

Signature

Quote

Proposal

7/31/2025 3:13:35 PM

CANALES FLOORING
We are out to floor you!

Proposal #: **10070**
SaleDate: **7/29/2025**
Next Install:
Sales Rep: **Heather Canales**

W4730 Hwy 16 - Rio - WI - 53960 - Phone: 920-626-6350 - Text: 920-630-0350

SOLD TO:

Angie Engleman Pardeeville EMS

Pardeeville WI 53954
920-217-8880

SHIPPED TO

Angie Engleman Pardeeville EMS

Pardeeville WI 53954

	MATERIALS	COMMENTS	TOTAL
1	Lvs Gold 12'-12.00	2 BATHS	$1,113.00
2	Dc-xx 6in X 4ft Toe-0.00		$110.80
		Materials Subtotal:	**$1,223.80**

	LABOR	COMMENTS	TOTAL
1	V Vinyl Install	2 BATHS	$600.00
2	M Cove Base Install		$48.00
3	M Tear out/haul TILE AND MORTAR		$1,200.00
4	M Metals Flat		$18.00
5	SHIPPING		$75.00
6	M Floor prep		$200.00
		Labor Subtotal:	**$2,141.00**

Comments:

SubTotal:	**$3,364.80**
Misc Chg:	**$0.00**
Total:	**$3,364.80**
Interest:	**$0.00**
Payments:	**$0.00**
Balance:	**$3,364.80**

OPTIONAL ADDITIONAL LABOR (not included with installation): Base Trim Remove / Re-install, Furniture / Appliance Moving, and Tear out / Haul Away. We require 50% down to order, remaining amount due at time of installation. Quotes are valid for 30 days. Prices are subject to change. Additional unforeseen work will be billed accordingly. Installation warranty is good for 18 months only if floors are satisfactory to installer prior to installation. Canales Flooring does not disconnect/reconnect gas stoves, ice makers, dishwasher, etc. Canales Flooring does not pull or reset toilets. Canales Flooring is not responsible for dust created during home improvement / renovations. Interest of 18% per annum (1 ½% per month) shall accrue on all accounts due past 10 days,

SIGNATURE_____

See Next Page for Sub Total (If Applicable)

REQUEST AND CERTIFICATE FOR PAYMENT

PROJECT: Village of Pardeeville
LAFOLLETTE ST AREA
DEVELOPMENT

SUBCONTRACTOR:

ENGINEER: MSA Professional Service

ENGINEERS PROJECT NO

CONTRACTOR: RLAM, INC.
1110 Dartford Road, Ripon, WI 54971

CONTRACT NO.:

REQUEST DATE June 2, 2025 **REQUEST NO:** FINAL

PERIOD FROM: November 28, 2024 **TO:** June 2, 2025

Request is made for Payment, as shown below, in connection with the Contract.
CONTINUATION SHEET, is attached.
The present status of the account for this Contract is as follows:

CHANGE ORDER SUMMARY

Change Orders approved previously		ADDITIONS	DEDUCTIONS
TOTAL		$0.00	$0.00
Subsequent Change Orders			
Number	Approved (date)		
TOTALS		$0.00	$0.00

ORIGINAL CONTRACT SUM	$	483,519.05
Net change by Change Orders	$	-
CONTRACT SUM TO DATE	$	483,519.05
TOTAL COMPLETED AND STORED TO DATE	$	458,198.15
RETAINAGE _____ of Completed and Stored to Date _____		
TOTAL EARNED LESS RETAINAGE	$	458,198.15
LESS 1% BID BOND COST		
LESS PREVIOUS CERTIFICATES FOR PAYMEN	$	452,478.15
CURRENT PAYMENT DUE	$	5,720.00

Net change by Change Orders $0.00

State of: Wisconsin County of: Columbia

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

Contractor : RLAM, Inc.

By: Jeff Washkovick, President of RLAM, INC.

Payment of: $ 5,720.00

Recommended by: Nick Manke 7/31/25
(Engineer) (Date)

Payment of: $

Approved by:
(Owner) (Date)

REQUEST AND CERTIFICATE FOR PAYMENT, containing
CONTRACTOR'S signed Certification is attached.

REQUEST NUMBER: FINAL

PROJECT NAME: Village of Pardeeville 0

ENGINEERS PROJECT NO:

ITEM NO. (A)	DESCRIPTION OF WORK (B)	SCHEDULED QUANTITY (C)	UM	UNIT PRICE (D)	Work Completed: Previous Request (E) Quantity	Previous Request (E) Amount	This Request (F) Quantity	This Request (F) Amount	Stored Materials (G) Quantity	Stored Materials (G) Amount	Total Completed and Stored to Date (E+F+G) Quantity	Total Completed and Stored to Date (E+F+G) Amount	% Com
	GENERAL												
1	Mobilization, Bonds, and Insurance	1	LS	$ 41,000.00	1.00	$ 41,000.00		$ -		$ -	1	$ 41,000.00	
2	Turf Restoration	1	LS	$29,875.00	1.00	$ 29,875.00		$ -		$ -	1	$ 29,875.00	
3	Watering	25	MGAL	$ 75.00		$ -		$ -		$ -	0	$ -	
4	Traffic Control	1	LS	$ 1,650.00	1.00	$ 1,650.00		$ -		$ -	1	$ 1,650.00	
5	Silt Fence	300	LF	$ 0.01	60	$ 0.60		$ -		$ -	60	$ 0.60	
6	Inlet Protection, Type C	10	EA	$ 70.00	10	$ 700.00		$ -		$ -	10	$ 700.00	
7	Inlet Protection, Type D	4	EA	$ 120.00		$ -	6	$ 720.00		$ -	6	$ 720.00	
8	Erosion Control	1	LS	$ 575.00	1.00	$ 575.00		$ -		$ -	1	$ 575.00	
9	2-inch Rigid Insulation	300	SF	$ 5.00	256	$ 1,280.00		$ -		$ -	256	$ 1,280.00	
	SANITARY SEWER												
10	Sanitary Sewer Manhole, 48-inch, Complete	2	EA	$ 6,000.00	2	$ 12,000.00		$ -		$ -	2	$ 12,000.00	
11	Sanitary Sewer. PVC SDR 35, 8-inch	610	LF	$ 88.25	600	$ 52,950.00		$ -		$ -	600	$ 52,950.00	
12	Sanitary Sewer, PVC SDR 35, 4-inch	500	LF	$ 44.25	456	$ 20,178.00		$ -		$ -	456	$ 20,178.00	
14	Wye, 8-inch x 4-inch	12	EA	$ 200.00	12	$ 2,400.00		$ -		$ -	12	$ 2,400.00	
15	Connect to Existing Sanitary Sewer	1	EA	$ 1,000.00	1	$ 1,000.00		$ -		$ -	1	$ 1,000.00	
	WATER MAIN												
16	Water Main, PVC C900, 8-inch	575	LF	$ 50.25	543.5	$ 27,310.88		$ -		$ -	543.5	$ 27,310.88	
17	Water Main, PVC C900, 6-inch	75	LF	$ 49.00	66.5	$ 3,258.50		$ -		$ -	66.5	$ 3,258.50	
18	Valve and Box, 8-inch	4	EA	$ 3,000.00	3	$ 9,000.00		$ -		$ -	3	$ 9,000.00	
19	Valve and Box, 6-inch	3	EA	$ 2,100.00	3	$ 6,300.00		$ -		$ -	3	$ 6,300.00	
20	Cross, 8-inch x 8-inch	1	EA	$ 1,900.00	1	$ 1,900.00		$ -		$ -	1	$ 1,900.00	
21	Tee, 8-inch x 6-inch	2	EA	$ 800.00	2	$ 1,600.00		$ -		$ -	2	$ 1,600.00	
22	Reducer, 8-inch x 6-inch	1	EA	$ 450.00	1	$ 450.00		$ -		$ -	1	$ 450.00	
23	MJ Cap, 8-inch	2	EA	$ 350.00	2	$ 700.00		$ -		$ -	2	$ 700.00	
24	MJ Cap, 6-inch	1	EA	$ 210.00	1	$ 210.00		$ -		$ -	1	$ 210.00	
25	Water Service, HDPE, 1-inch	475	LF	$ 40.50	475	$ 19,237.50		$ -		$ -	475	$ 19,237.50	
26	Corporation, Curb Stop, and Box, 1-inch	12	EA	$ 630.00	12	$ 7,560.00		$ -		$ -	12	$ 7,560.00	
27	Hydrant, Complete	2	EA	$ 6,200.00	2	$ 12,400.00		$ -		$ -	2	$ 12,400.00	
28	Connect to Existing Water Main	1	EA	$ 3,000.00	1	$ 3,000.00		$ -		$ -	1	$ 3,000.00	
29	Hydrant Extension, Undistributed	1	VF	$ 2,000.00		$ -		$ -		$ -	0	$ -	
	ROADWAY												
30	Unclassified Excavation	1	LS	$ 33,330.00	1.00	$ 33,330.00		$ -		$ -	1	$ 33,330.00	
31	Sawcut Asphalt	40	LF	$ 4.00	40.0	$ 160.00		$ -		$ -	40	$ 160.00	
32	Sawcut Concrete	10	LF	$ 10.00		$ -		$ -		$ -	0	$ -	
33	Remove Existing Curb and Gutter	5	LF	$ 5.00		$ -		$ -		$ -	0	$ -	
34	Remove Existing Concrete Flatwork	5	SY	$ 5.00		$ -		$ -		$ -	0	$ -	
35	Concrete Curb and Gutter, 30-inch	1750	LF	$ 18.23	1703.0	$ 31,045.69		$ -		$ -	1703	$ 31,045.69	
36	Dense Graded Base	2000	TON	$ 14.33	1797.27	$ 25,754.88		$ -		$ -	1797.27	$ 25,754.88	
37	Excavation Below Subgrade w/Fabric	50	CY	$ 0.01		$ -		$ -		$ -	0	$ -	
38	HMA Pavement, 3MT 58-28S	400	TON	$ 80.05	367.6	$ 29,426.38		$ -		$ -	367.6	$ 29,426.38	
39	HMA Pavement, 4MT 58-28S	310	TON	$ 85.13	250	$ 21,269.73		$ -		$ -	249.85	$ 21,269.73	
40	Adjust Existing Manhole	2	EA	$ 1,500.00	2	$ 3,000.00		$ -		$ -	2	$ 3,000.00	
41	Adjust Existing Inlet	3	EA	$ 950.00	3	$ 2,850.00		$ -		$ -	3	$ 2,850.00	
42	Adjust Existing Valve	7	EA	$ 272.00	7	$ 1,904.00		$ -		$ -	7	$ 1,904.00	

	STORM SEWER													
43	Storm Sewer Manhole, 48-Inch, Complete	2	EA	$ 3,000.00	2	$ 6,000.00		$ -		$ -	2	$ 6,000.00	
44	Storm Inlet, 2-foot x 3-foot, Complete	4	EA	$ 3,000.00	4	$ 12,000.00		$ -		$ -	4	$ 12,000.00	
45	Storm Sewer, HDPE, 18-Inch	380	LF	$ 54.50	370	$ 20,165.00		$ -		$ -	370	$ 20,165.00	
46	Storm Sewer, HDPE, 15-Inch	210	LF	$ 51.00	185	$ 9,435.00		$ -		$ -	185	$ 9,435.00	
47	Storm Sewer, HDPE, 12-Inch	70	LF	$ 47.00	66	$ 3,102.00		$ -		$ -	66	$ 3,102.00	
48	Connect to Existing Storm Sewer	1	EA	$ 1,500.00	1	$ 1,500.00		$ -		$ -	1	$ 1,500.00	
						$ -		$ -		$ -	0	$ -	
						$ -		$ -		$ -	0	$ -	
	TOTAL					**$ 457,478.15**		**$ 720.00**		**$ -**		**$ 458,198.15**	

Village of Pardeeville
114 Lake Street
Pardeeville, WI 53954
1-608/429-3121
FAX 1-608/429-3714

Meeting Date: 06 AUG 2025

Topic: National Exchange Bank Signers

To keep authorized signers on file with National Exchange Bank current and reflective of staff changes, the following actions are recommended:

1. Remove Austen Frederickson as a signer on all National Exchange Bank accounts.
2. Add Village Clerk Laramie Renner as a signer on all National Exchange Bank accounts.

These changes will ensure proper access and authorization for financial transactions and account management going forward.

Recommended motions:

- *Motion to remove Austen Frederickson as a signer on all National Exchange Bank accounts.*
- *Motion to add Village Clerk Laramie Renner as a signer on all National Exchange Bank accounts.*

Respectfully,

Laramie Renner

State of Wisconsin Department of Administration
Division of Energy, Housing and Community Resources (DEHCR)

Wisconsin Home Energy Assistance Program (WHEAP)
PO Box 7970
Madison WI 53707-7970
heat@wisconsin.gov

CONTRACT FOR SERVICES
BETWEEN THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
AND
PARDEEVILLE ELECTRIC COMMISSION

This Vendor Contract is entered into by and between the State of Wisconsin, Department of Administration, Division of Energy, Housing and Community Resources hereinafter the "Division", under the following terms:

1. Definitions
   a) Agency means an entity that administers WHEAP.
   b) Department means the Wisconsin Department of Administration.
   c) Division means the Division of Energy, Housing and Community Resources.
   d) Energy Burden means having responsibility for the cost of home energy.
   e) Home Energy includes heating and non-heating electricity costs.
   f) Home Energy Plus includes WHEAP, Weatherization and Program Development Services.
   g) Program Development Services includes heating unit repairs/replacements, water conservation measures, and/or repairs/replacements of Heating, Ventilation, Air, Conditioning (HVAC) systems.
   h) Vendor means any individual, partnership, or corporation in the business of supplying energy related services to customers. Mobile Home Park owners and other such people receiving fuel from a fuel supplier then providing tenants or homeowners with said fuel do not meet the definition of Vendor as used in this contract.
   i) WHEAP means the Wisconsin Home Energy Assistance Program.
   j) WHEAP Payment includes regular heating, regular Public Benefits (PB), program services and all crisis payments.

2. The Division agrees to the following:
   a) To provide funds under WHEAP that includes the federal Low Income Home Energy Assistance and the State Public Benefit Programs, and any other Division led programs.
   b) To assign a business code to each Vendor after the contract is signed.
   c) To issue to a vendor an Automated Clearing House (ACH) payment that includes benefits for all eligible households. A payment register, accessed via the secured Home Energy Plus System, precedes the ACH deposit. The register includes the account number, the applicant's name, the customer address, the benefit type and service type, the county of residence and the amount(s) to be applied to each customer account.

3. The Vendor agrees to the following:
   a) To provide home heating/electric related services to each eligible residential household in an amount equal to the WHEAP payment received in the current program year.
   b) To charge the WHEAP eligible household using the Vendor's normal billing process and the price normally charged for home energy supplied to non-eligible households.
   c) Not to discriminate against a WHEAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale or discounts offered to other customers.
   d) Apply the regular heating payments to current heating season costs then apply remaining credit to arrears when providing deliverable fuels
   e) To apply crisis payments identified in the WHEAP Payment Register as directed by the Agency and agree to maintain utility service for no less than 30 calendar days from the resolution of the crisis.
   f) To post all payments to customer accounts within 5 business days.
   g) To clearly enter on WHEAP households' bill, the amount of WHEAP payment(s) received in a manner which identifies the payment as received from the Wisconsin Home Energy Assistance or Home Energy Plus Program.
   h) To provide an invoice to WHEAP households clearly indicating the amount of home energy provided and the cost of said energy and to protect customer confidentiality.
   i) To deduct from subsequent payments any payments that are canceled.

j) To comply with WHEAP Vendor Refund Policies and to maintain an accounting system and supporting fiscal records for five years and to provide records to Division representatives upon request.
k) To send all refunds annually, in compliance with WHEAP Vendor Refund Policies, no later than 60 days following the end of each current program year (September 30).
l) To fully cooperate with the Division's monitoring practices; including but not limited to providing requested documentation within set time frames, as well as communicating with Division staff.
m) To provide at no cost to the Division, customer, or agency, written information on an applicant household's home energy costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods at an address even when it may be from a prior occupant household.
n) To comply with all applicable Wisconsin laws, regulations or other requirements pertaining to the supply of home energy for residential use In the event of a dispute, this Agreement and venue shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements.
o) To provide at no cost to the Department, or an authorized agent to the Department, for the purposes of research, evaluation, and analysis, information on household energy costs and energy usage for participants of the Home Energy Plus program. This may include information that covers pre- and post-weatherization services.
p) To report to the Agency, situations that threaten life, health, or safety.
q) To cooperate with the Agency in developing procedures to respond to immediate and potential emergencies which includes the provision of energy based on the documented promise to pay using WHEAP funds.
r) To cooperate with the Agency in providing home energy related services to eligible households.
s) To provide the Division with vendor Primary and Payment Contact information and to notify the Division of any changes.
t) To comply with the terms of this contract for customers who have WHEAP payments transferred from another vendor.
u) To notify the Division of mergers and/or acquisitions. To assume debts and credits associated with Home Energy Plus program payments when acquisitions/mergers occur. The submission of a new vendor contract reflecting changes may be required as indicated in this contract.
v) To provide the contents of this contract to all applicable Vendor staff.
w) To hold the Division harmless and to indemnify the Division, the Department, its Agencies, officers, and employees against all claims, suits, actions, liabilities, and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of Vendor, or its agents, office, employees, or subcontractor. Notwithstanding anything else herein to the contrary, in no event will either party be liable to the other for any incidental, indirect, special, consequential, or punitive damages or lost profits.
x) To not require a WHEAP eligible household to install a pre-payment meter and/or participate in a pre-payment plan and/or switch utility services to an Energy Service Company (ESCO).

4. Length and Termination of Contract
   a) This contract is valid for three years, October 2024 or the date of the signature of this contract, whichever is later, through September 30, 2027.
   b) This contract will terminate effective immediately upon determination by the Division that the Vendor is not in compliance with the terms of this contract. The Vendor will be notified within ten days of termination.
   c) Either the Division or the Vendor may terminate this contract by giving the other party at least ten days written notice.

5. Entire Contract
   a) It is understood and agreed that the entire contract between the parties is contained in this Vendor Contract.
   b) This contract supersedes all previous commitments, promises, representations either oral or written, between the parties relating to the subject matter hereof.
   c) The person signing this Contract, on behalf of the Vendor, certifies and attests that they have full and complete authority to bind the Vendor, on whose behalf they are executing this document.

By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of a manual/handwritten signature. I further understand that I may print the document and sign by hand.

_____ _____
Vendor Signature Date (mm/dd/yyyy)

_____ _____
Division of Energy, Housing and Community Resources Signature Date (mm/dd/yyyy)

DEHCR
Division of Energy, Housing and Community Resources

homeenergy+

Wisconsin Home Energy Assistance Program (WHEAP) Vendor Refund Policy

1. Credit Balances:
    a) If no change occurs in the residence of the WHEAP recipient and the recipient retains the same supplier with an active account, the credit balance of WHEAP funds remains with the Vendor until exhausted.
    b) In the event there is a balance of WHEAP funds remaining on an account AND the account becomes inactive, AND the Vendor is unable to locate the customer, the balance of the funds is to be returned, by check, to the Division by the end of each program year (September 30) or upon Division request. The returned check shall include all information listed in item number four of this Refund Policy.
2. Customer Moves:
    a) If the WHEAP recipient changes energy providers, fuel type or moves to another residence within the state and has a relationship with a new energy provider, the Vendor holding the credit balance of the WHEAP payment(s) must transfer the balance to the new energy provider (Vendor) or new account.
    EXCEPTION: In the event a WHEAP recipient changes electric providers and the new electric provider is not a participant of the State of Wisconsin Public Benefit program, any non-heating electric credit balance is to be returned to the Division with the information listed in number four of this Refund Policy.
    b) When a WHEAP recipient moves their household and as a result the recipient has no direct relationship with a Vendor, the following must occur:
        - Any credit balance of regular heating is to be transferred by check or cash to the WHEAP recipient.
        - Any credit balance of regular PB payments and/or crisis payments is to be returned by check to the Division with the information listed in number four of this Refund Policy.
    c) When a WHEAP recipient moves out of Wisconsin any credit balance of regular heating payments is to be transferred to the recipient within 30 days of the move. In the event an out of state forwarding address is unavailable, the Vendor must follow the procedures listed in 1b of this Refund Policy. Any balance of regular PB payments and/or crisis payments shall be returned by check to the Division with the information listed in number four of this Refund Policy.

3. Deceased Recipient - In the event a credit balance remains, the vendor shall make any remaining credit balance available to any other eligible household members for 45 days. The executor of the customer's estate may claim the credit balance within this 45-day period. If the credit is not claimed within 45 days' notice of the customer's death, the credit balance will be refunded to the program by submitting a check to the Division with the information listed in number four of this Refund Policy.

4. Return Address for Refunds to the State of Wisconsin - Mail refunds to:
    DOA/DIVISION OF ENERGY, HOUSING AND COMMUNITY RESOURCES
    ATTN: WHEAP REFUND
    PO BOX 7970
    MADISON WI 53707-7970
    Refunds must include the following information: Customer name, Customer address, Date of WHEAP payment to Vendor, Reason for the return, Type of funds (for example: regular heating, regular PB and/or Crisis)

5. Supplemental WHEAP Payment – In program years where the Division releases a "Supplemental" WHEAP payment, it shall be treated as part of the original benefit of the current program year. If the supplemental benefit issues a credit on the customer's account, the remainder of the Supplemental payment may be applied to arrearages.

6. Incorrect Payments – All Vendors are required to review WHEAP payment registers for accuracy of Home Energy Plus payments. In the event a payment is made in error, the Vendor shall contact the Division within 30 days to correct the error. Payments made in error are refunded from subsequent WHEAP payments made to the Vendor.