Committee of the Whole Meeting Agenda

September 23, 2025 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Published: 9/19/2025
Amended: 9/19/25 @ 7:45 PM

AGENDA

1. **CALL MEETING TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
   - **A.** August 14, 2025, Special Committee of the Whole Meeting Minutes
   - **B.** September 3, 2025, Special Committee of the Whole Meeting Minutes
4. **UTILITY & FINANCE**
   - **A.** Discussion and possible recommendation to the Common Council to approve the September 10, 2025, Water Utility claims in the amount of $13,875.98, Sewer Utility claims in the amount of $1,355.00, and General City claims in the amount of $362,482.47. US Bank VISA EFT of $39,267.75.
5. **MISCELLANEOUS**
   - **A.** Information Technology Department Update
   - **B.** Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-20, authorizing the transfer of $57,000 from contingency to the Information Technology Department budget for storage servers
   - **C.** Discussion and possible recommendation to the Common Council to approve the intergovernmental agreement between the City of New Berlin and Waukesha County regarding the Municipal Recycling Dividend Program as outlined in the RAS.
   - **D.** Discussion and possible recommendation to the Common Council regarding approval of a Public Safety Levy Limit Referendum, a funding option authorized under Wisconsin State law
   - **E.** Discussion, possible action, and recommendation to the Common Council regarding the City of New Berlin's property insurance coverage
6. **ADJOURN**

Additional Information

- The agenda packet, including supplemental information related to agenda items, is available online at www.NewBerlinWI.gov. Once finalized by the governing body, approved meeting minutes will also be posted online.
- Agenda items may be taken out of order at the governing body's discretion.

- Members, and possibly a quorum, of other municipal governmental bodies may attend this meeting to gather information. However, no action will be taken by any governmental body other than the one referenced in this notice.
- Accommodations will be provided under the Americans with Disabilities Act (ADA) to meet the needs of individuals with disabilities. If you require assistance or appropriate aids and services, please contact the Office of the City Clerk at (262) 786-8610 with reasonable notice.

Special Committee of the Whole
MEETING MINUTES

August 14, 2025 - 6:00 PM
Council Chambers
3805 S. Casper Drive

MINUTES

1. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 6:00 PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:
Present: Alderperson Hopkins, Alderperson La Fever, Alderperson Maxey, Alderperson Harenda, Alderperson Horbinski, Alderperson Kroupa
Excused: Alderperson Joseph Stribl

Staff Present: Mayor Dave Ament, City Attorney Thomas Schmitzer, City Clerk Rubina R. Medina, Finance Director Ralph Chipman

The City Clerk confirmed that a quorum was present and that the meeting was properly posted in compliance with the open meetings law.

3. MISCELLANEOUS

A. Discussion and possible recommendation to the Common Council regarding approval of a Public Safety Levy Limit Referendum, a funding option authorized under Wisconsin State law.

The Finance Director provided a statement and overview, as well as the Police and Fire Departments.

No Motion was made.

4. ADJOURN

MOTION: Motion to adjourn at 7:48 PM

VOTE: Motion by: Kroupa
Second by: Maxey
Motion Passed 6-0

Respectfully Submitted,
Rubina R. Medina, City Clerk

Special Committee of the Whole
MEETING MINUTES

September 3, 2025 - 6:00 PM
Council Chambers
3805 S. Casper Drive

MINUTES

1. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 6:00 PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:
Present: Alderperson Hopkins, Alderperson La Fever, Alderperson Maxey, Alderperson Harenda, Alderperson Stribl, Alderperson Horbinski, Alderperson Kroupa

Staff Present: Mayor Dave Ament, City Attorney Thomas Schmitzer, City Clerk Rubina R. Medina

The City Clerk confirmed that a quorum was present and that the meeting was properly posted in compliance with open meetings law.

3. APPROVAL OF MINUTES

A. July 22, 2025, Committee of the Whole Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Maxey
Second by: Alderperson La Fever
Motion Passed 7-0

B. July 29, 2025, Special Committee of the Whole Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Maxey
Motion Passed 7-0

4. UTILITY & FINANCE

A. Discussion and possible recommendation to the Common Council to approve the August 27, 2025, Water Utility claims in the amount of $104,849.17, Sewer Utility claims in the amount of $30,360.35, and General City claims in the amount of $999,823.17. US Bank EFT of $30,556.27

MOTION: Motion to Approve

VOTE: Motion by: Alderperson La Fever
Second by: Alderperson Maxey
Motion Passed 7-0

5. LICENSES & PERMITS

A. Discussion and possible recommendation to the Common Council to approve the change of agent for Speedway #4230, located at 14001 W. Greenfield Avenue, to Ashley Hayes, for the license term expiring June 30, 2026, per the application on file.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson La Fever
Motion Passed 7-0

6. MISCELLANEOUS

A. 2024 Audit Report Presentation by Baker Tilly

Wendy Unger with Baker Tilly provided a presentation to the Council and those in attendance.

B. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-19, a resolution authorizing the Issuance and Sale of $10,590,000 General Obligation Promissory Notes, Series 2025A

Harry Allen, with Ehlers, provided a presentation to the Council and those in attendance.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson La Fever
Motion Passed 7-0

C. Discussion and possible recommendation to the Common Council to approve outsourcing the City's property tax billing process to Waukesha County beginning with the 2025 tax year, per the requested action statement

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Maxey
Motion Passed 7-0

D. Discussion and possible recommendation to the Common Council to approve the allocation of $189,937 in proceeds from the 2024 sale of City property adjacent to the Activity & Recreation Center to debt service payments on the Recreation Center in the 2026 Budget, consistent with Council's prior direction.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda
Second by: Alderperson Stribl
Motion Passed 7-0

E. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-18: A Resolution Amending the 2025 Capital Projects Budget (Malone Park Project – Bond Proceeds & Expenditures Adjustment)

MOTION: Motion to Approve

VOTE: Motion by: Alderperson La Fever
Second by: Alderperson Maxey
Motion Passed 7-0

F. Discussion and possible recommendation to the Common Council to approve Resolution No. 2025-15, A resolution of eligibility for exemption from the 2025 County Library Tax Levy for 2026 Purposes

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Kroupa
Second by: Alderperson Hopkins
Motion Passed 7-0

G. Recommend to the Common Council that a Public Hearing be set for October 6, 2025, at 6:00 pm to be held before the Plan Commission to rezone the property located at 21040 W. Lincoln Avenue (Tax Key #: 1176.993) from B-2 & C-2 to M-1 & C-2

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Maxey
Motion Passed 7-0

H. Discussion and possible recommendation to the Common Council regarding the 2025 Trick-or-Treat date, at the request of Ald. Stribl, with consideration to allow it on either Friday, October 31, or Saturday, November 1, instead of the date set by the current ordinance (the last Saturday in October, which falls on October 25th for 2025).

Motion by Stribl, seconded by Harenda, to approve.
After the discussion, both the motion and the second were withdrawn.
As a result, Trick-or-Treat will remain on October 25, 2025, from 4 p.m. to 7 p.m.

I. Discussion and possible recommendation to the Common Council to approve transitioning the City of New Berlin's health plan from a fully-insured platform to a self-insured platform beginning with the 2026 budget year

Human Resources Director Melissa Beck provided a presentation to the Council and those in attendance.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Harenda
Second by: Alderperson Maxey
Motion Passed 7-0

J. Discussion and update from Melissa Beck, Human Resource Director, regarding the City of New Berlin's property insurance coverage. No action required.

Human Resources Director Melissa Beck provided a brief presentation to the Council and those in attendance.

K. Discussion and possible recommendation to the Common Council to accept the Liability Proposal from Cities and Villages Mutual Insurance Company ("CVMIC") at the increased self-insured/aggregate retention of $75,000/$300,000 and agree to continue its membership in CVMIC for policy years 2026-2028 based on the premium guarantee by CVMIC for said policy years

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson Horbinski
Motion Passed 7-0

7. ADJOURN

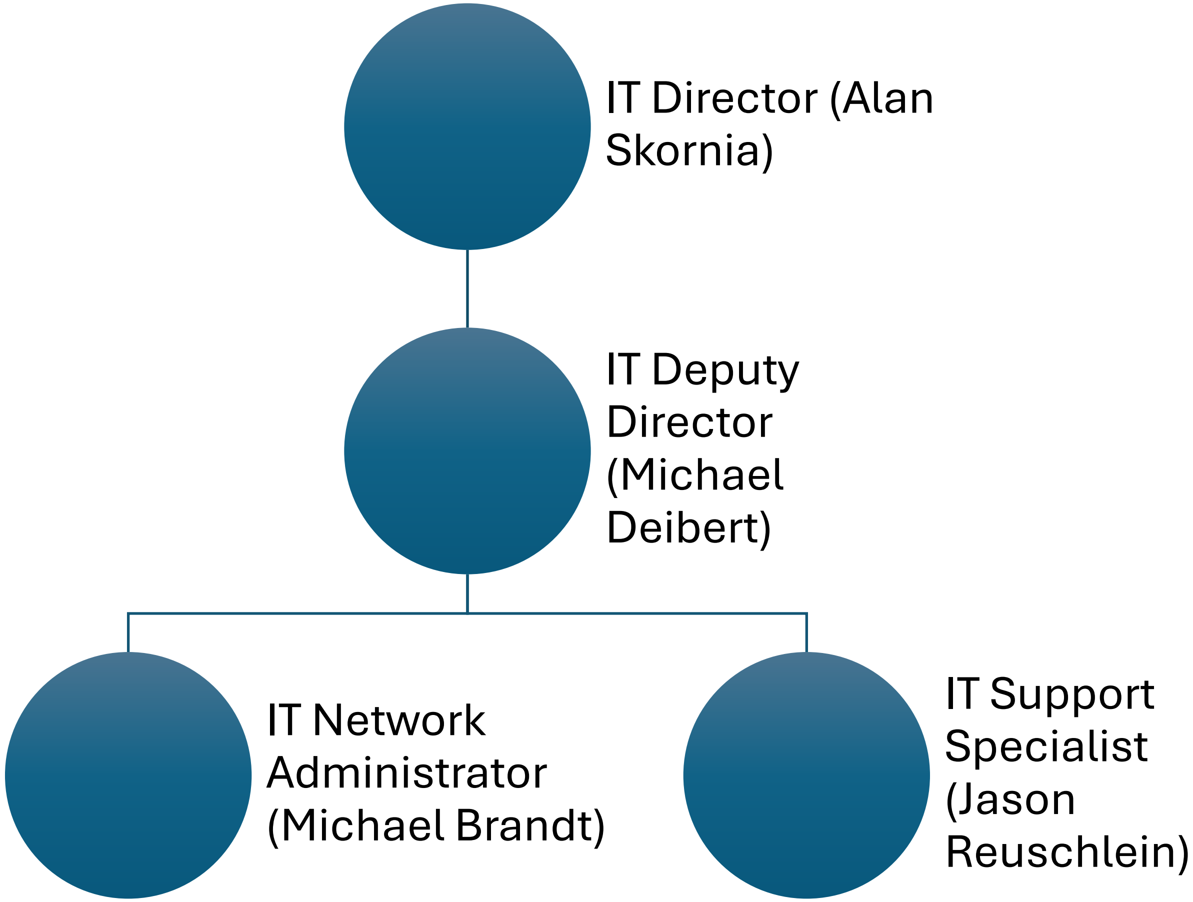
MOTION: Motion to Adjourn at 7:12 PM

VOTE: Motion by: Alderperson Stribl
Second by: Alderperson La Fever
Motion Passed 7-0

Respectfully Submitted,
Rubina R. Medina, City Clerk

IT DEPARTMENT UPDATE 2025

IT Organizational Chart



Locations that IT Supports

- City Hall
- Public Safety Building
- 4 Firestations
- DPW Complex (Streets Building, Impound Lot, Building for the fuel pumps)
- Rec Center
- Maintenance Building
- Utility Admin Building
- 18 Utility outlining (Pump and Lift Stations)
- Historical Museum

Locations that IT Supports Cont.

- Community Center
- Hickory Grove
- Library (Currently their phone system)
- Gate by the Recycling Center (Added fiber and have equipment ready. Just waiting for WE Energies to add service)

Major projects that we worked on over the last year

- Replaced about 65 computers
- Upgrading all computers to Windows 11 (Windows 10 is end of life on October 14, 2025)
- Upgrade to an updated phone system (Cisco Webex)
- Updated Tracs to Web Services (Police software used to write tickets) to help reduce issues with creating tickets
- Replace the Livescan computer at Public Safety (This is the machine that they use to take finger prints.)
- Install a Verizon extender in the Bay at Firestation 7 (This is to help provide better coverage for the fire vehicles.)

Major projects that we worked on over the last year (continued)

- Installed an additional Verizon Network Extender in the garage at public safety. (This is to help the Squads get connected quicker. So will be ready for calls faster.)
- Replace the Verizon Network Extenders at City Hall, Public Safety, and the Firestations. (The old ones were no longer supported)
- CJIS Audit (This is done every 4 years to make sure that PD is keeping the data that they have access to secure.)
- Start to implement Yubikeys for Police (This is to help secure the information that they have access to)
- Setup Bitlocker on all computers (This allows better overall security at the workstation level)
- Work with vendors on new copier lease (Switched companies to help reduce cost)
- Setup IT equipment at the new Hickory Grove
- Replaced our firewalls
- Helped PD move from Winscribe to PreimerScribe (Software they use to voice dictate a case)

Major projects that we will be working on

- Continue to monitor the network
- Make sure that the computers are patched and updated
- Working on updating some of our computer policies to make things more secure
- Work with staff on different options, so we can retire older systems
- Work with security vendor to get the software that controls the doors updated and moved to a new server
- Work on replacing half of our main storage system. (The current hardware will be end of support in Jan. 2027. So we would like to replace have now and the other half next year)
- Work on implementing new features on our phone system (This will help the staff to be more productive)
- Start a Security Awareness Program

Any Questions?

- Thank you

DATE: September 16, 2025

TO: Mayor Ament
Common Council

FROM: Alan Skornia

REQUESTED ACTION:

Recommendation to Council to approve transferring $57,000 from contingency to the operating budget. This will be used to replace half of our storage servers.

FISCAL IMPACT:

It will be the 1 time cost of $57,000 for the hardware. I already have money in the IT budget to cover the service.

RATIONALE:

Our current storage servers are going on 6 years. Starting in Jan. of 2027, the current hardware will no longer be supported. Seeing that this hardware runs all of the city servers and allows the users to store their files, we cannot risk having the system go down. To help with the overall cost for this year, we are looking to replace 4 of our current storage servers and the remaining 4 next year. This way, we can get everything replaced before it fails and we would not be able to get support.

ATTACHMENTS:

Nutanix Replacement.pdf

STATE OF WISCONSIN **WAUKESHA COUNTY** **CITY OF NEW BERLIN**

RESOLUTION NUMBER 2025-20

A RESOLUTION TRANSFERRING FUNDS FROM CONTINGENCY TO THE INFORMATION TECHNOLOGY DEPARTMENT BUDGET FOR STORAGE SERVERS

WHEREAS, the city's storage servers have reached end of life & will no longer be supported. This is a critical piece of equipment that runs all of the city servers that allow users to store files. The request is to purchase one half of them this year to reduce the budget impact next year and to get the project started.

WHEREAS, It was determined that $57,000 as the amount needed to fund the first half of the replacement project.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of New Berlin that the Capital Projects Fund Budget be reallocated as follows:

<u>TRANSFER FROM</u>

16000000-56120	CONTINGENCY	$57,000

<u>TRANSFER TO</u>

15150005-59010	INFORMATION TECHNOLOGY – EQUIPMENT	$ 57,000

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish this resolution in The Freeman within 10 days of adoption by the Common Council.

RESOLUTION ADOPTED by the New Berlin Common Council this 23rd day of September 2025.

____

David Ament, Mayor

Countersigned:

____

Rubina R Medina, City Clerk

HEARTLAND BUSINESS SYSTEMS

Nutanix Nodes - 3 Year Support

Quote #376891 v1

Prepared For:

New Berlin, City of
Alan Skornia
3805 S. Casper Dr.
New Berlin, WI 53151

P: (262) 797-2463
E: askornia@newberlinwi.gov

Prepared By:

Milwaukee Wisconsin Area Office
Rusty Konitzer
N28 W23050 Roundy Drive Suite 200
Pewaukee, WI 53072

P: 262-264-6680
E: rkonitzer@hbs.net

Date Issued:
07.29.2025

Expires:
07.31.2025

Hardware/Software	Price	Qty	Ext. Price
Nutanix Nodes	**$55,072.72**	**1**	**$55,072.72**
Nutanix NX-1175S-G9, 1 Node; 1x Intel Xeon-Gold 6526Y processor (2.8 GHz/ 16-core/ 195W, Emerald Rapids) per node		4	
64GB Memory Module (5600MHz DDR5 RDM)		32	
Nutanix 8TB, 3.5" HDD		8	
Nutanix 3.84 TB Solid State Drive - Internal - PCI Express NVMe		8	
Nutanix 12Gb/s Gen4 HBA		4	
Nutanix SMC 25/10GbE, 2-port, NIC(Intel E810); transceiver not included		4	
Nutanix Standard Power Cord - 10 A - 4 ft Cord Length - IEC 60320 C14 / IEC 60320 C13 - 1		8	
TPM 2.0 Module Unprovisioned		4	
Nutanix 24/7 Production Level HW Support for Nutanix HCI appliance - 36 Months		4	
Platform Integration Fee		1	
HBS Implementation Labor Estimate *Review of project details and SOW need to be completed to come up with specific labor needed. This is an ESTIMATE.	$5,590.00	1*	$5,590.00
	* Optional Subtotal		**$5,590.00**
	Subtotal		**$55,072.72**

Shipping	Price	Qty	Ext. Price
Estimated Shipping Charge	$1,100.00	1	$1,100.00
	Subtotal		**$1,100.00**

Non-Returnable/Non-Refundable Language

Nutanix Notes:

Nutanix now requires that an actual Customer Purchase Order be provided with any order Heartland submits. If there is no actual end-user PO and one won't be provided in the future, your signature on this quote signifies that you are agreeing to the following statement: "An end-user purchase order will not be issued for this transaction. We understand that all purchase orders to Nutanix are binding and final, and no returns, cancellations, exchanges, refunds, or assignment requests will be accepted."

Quote Summary	Amount
Hardware/Software	$55,072.72
Subtotal:	**$55,072.72**
Shipping:	**$1,100.00**
Total:	**$56,172.72**

*Optional Expenses	One-Time
Hardware/Software	$5,590.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a $25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at https://www.hbs.net/End-User-Agreements. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v2.0

Acceptance

Milwaukee Wisconsin Area Office	**New Berlin, City of**	
Rusty Konitzer		
Signature / Name	Signature / Name	Initials
07/29/2025		
Date	Date	

3805 South Casper Drive • New Berlin, Wisconsin 53151-0921 • (262) 786-8610 • Fax (262) 786-6121 •www.newberlin.org

REQUESTED ACTION STATEMENT

DATE: September 16, 2025

TO: Mayor
Common Council

FROM: Lucas Pichler – Director of Public Works

ISSUE: Intergovernmental Agreement between the City of New Berlin and Waukesha County regarding the Municipal Recycling Dividend Program

REQUESTED:

Recommend to the Common Council approval to enter into an intergovernmental agreement with Waukesha County in regard to the Municipal Recycling Dividend Program.

FISCAL IMPACT:

The agreement provides for dividends or tipping fees to be paid or collected by Waukesha County from municipalities as a result of the recycling program. Those dividends or fees would be determined, and notice would be provided to the municipality one year in advance of their due date. The financial impact of this agreement is primarily reflective of the commodity market pricing for recyclable materials.

The agreement changes the designated recyclable drop off location for waste haulers from the joint City of Milwaukee/Waukesha County facility in Milwaukee to a recycling process facility in Germantown. As a result, waste haulers may have increased or decreased hauling distances depending on the community. The City's contract with John's Disposal expires at the end of 2026, at which time presumably the change in haul distance will be incorporated into quotes from waste haulers.

RATIONALE:

The City is essentially required to enter an agreement with Waukesha County as the City is a participating community to Waukesha County, which is a Responsible Unit for recycling under Chapter 287 of Wisconsin Statutes. The City has entered into similar agreements previously, but a new agreement is needed due to a fire which destroyed the joint processing facility in the City of Milwaukee. A new recycling facility was chosen through a Request for Proposal process by Waukesha County, which changes the destination of the recyclable material processing from Milwaukee to Germantown.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NEW BERLIN AND WAUKESHA COUNTY

Regarding the Municipal Recycling Dividend Program

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is between the City of New Berlin ("Municipality") and Waukesha County – Department of Parks and Land Use ("County") a body corporate and politic. The City of New Berlin a municipal corporation and County may be referred to individually or collectively in the Agreement as the "Party" or "Parties" respectively.

RECITALS

WHEREAS, since 1990, the County has served as a "Responsible Unit" ("RU") for recycling under Chapter 287 Wisconsin Statutes for twenty-five (25) participating communities through a Resolution, including the Municipality;

WHEREAS, the public/private partnership at the County-owned Material Recovery Facility in Waukesha has allowed the County to provide participating communities over $20 million in tax relief ("dividend payments") and numerous services at no cost, such as recyclable processing, public education programs, household recyclable containers, special event containers and regional recyclable drop-off boxes;

WHEREAS, between 2007 and 2012, a series of independent and joint studies were completed by both the County and the City of Milwaukee ("City") to determine the best future path for recyclable processing to adapt to the industry trend of single sort collection and processing systems;

WHEREAS, in 2014, after completing a competitive joint request for proposal (RFP) process, the County and City executed an intergovernmental agreement and concurrent contracts with a private company to design, build and operate a Joint City/County MRF in Milwaukee ("Joint MRF"), which began processing single sort recyclables for both communities in March 2015;

WHEREAS, in 2021, the County and participating communities convened a Recycling Dividend Workgroup to discuss financial support for municipal recycling costs; and

WHEREAS, in accordance with the final recommendations of the Recycling Dividend Workgroup, a formulaic approach will be utilized in determining when dividend payments may be made to participating communities as financial support for municipal recycling costs, and when tipping fees may be charged to participating communities in order to maintain an appropriate MRF Fund Working Capital balance.

WHEREAS, on May 31, 2023, the Joint MRF experienced a fire which left the building and equipment significantly damaged, rendering it unable to accept recyclables for processing; and

WHEREAS, on November 13, 2024, Request for Proposal ("RFP") #2024034 Waukesha County Materials Recycling Processing and Marketing was released; and

WHEREAS, on April 22, 2025 the Waukesha County Board of Supervisors ordained Service Contract 2024034 for Processing of Recyclable Materials for Waukesha County with Waste Management of Wisconsin, Inc., which is on file in the Office of the County Clerk;

NOW THEREFORE, in consideration of these premises, the County, serving as the RU, and the Municipality, as a participating community, hereby agree as follows:

SECTION 1

SERVICES BY THE MUNICIPALITY

a. Delivery of Recyclables to MRF. The Municipality shall, through its solid waste collection contract, require: 1) all recyclables to be hauled directly to a designated facility as directed by Waukesha County (the "MRF"). As of May 1, 2025, the designated recycling facility is the Waste Management of Wisconsin, Inc. materials recycling facility located at W132N10487 Grant Dr. Germantown, WI 53022 ; and 2) the Municipality's solid waste collector ("SWC") to coordinate with the County and the MRF operator the delivery of recyclables to the MRF at times that maximize efficiencies at the scale and tip floor and minimize traffic back-ups.

b. Downtime. In the event that the designated recycling facility is unable to receive or process recyclable material to its full capacity as a result of a planned or unplanned downtime event, the designated facility operator is contractually obligated to Waukesha County to continue to operate, if feasible and commercially practical, to the extent of its reduced capacity and find an alternative solution wherein the remaining recyclable material is responsibly processed at a self-certified materials recovery facility and under the guidelines of the contract with Waukesha County at no additional cost to the County.

c. Record Keeping and Reporting. The Municipality shall keep records and, through an Internet-based County reporting system, provide annual data required to complete DNR Recycling Grant application and annual reports in accordance with the Waukesha County Code of Ordinances. Additionally, the Municipality shall, through their solid waste collection contract, require their SWC to keep records, provide the necessary data and reports to the County, maintain compliance with applicable state or local codes, program rules, and to comply with the requirement for delivery of recyclables to the MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days, and contamination.

d. Collection Contracts. The Municipality shall provide the County a current copy of their solid waste collection contract including any future amendments or contracts.

e. Solid Waste Collection Contract Compliance Requirements. The Municipality shall attach and incorporate the attached Exhibit B into the terms of their solid waste collection contract, which describes the Municipality's solid waste and recycling hauler requirements contained in this Agreement.

f. Responsible Contact. Municipality will designate an individual to serve as the Responsible Contact to receive recycling updates from the County and participate in the Recycling Dividend Workgroup as further defined in this Agreement.

SECTION 2

SERVICES BY THE COUNTY

a. Educational Program Services. The County will provide educational program services in accordance with the requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.

b. Effective Recycling Program. The County will provide compliance assurance as required of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.

c. Recycling Updates. The County will provide recycling updates, including but not limited to current contamination rates and current material sale rates. These updates shall be provided to the Municipality's Responsible Contact every two months.

d. Annual Planning and Implementation Meeting. The County will host an annual program planning and implementation meeting to provide a comprehensive program update to the Municipality.

e. Components and Calculations. The County will annually provide a list of included components and a calculation for the additional recycling services and education partnership portions of the dividend.

f. Recycling Dividend Workgroup. The Recycling Dividend Workgroup is composed of volunteer Responsible Contacts from participating communities. The County shall meet with the Recycling Dividend Workgroup as needed and will take into consideration any recommendations of the Recycling Dividend Workgroup on program elements.

SECTION 3

PAYMENTS AND FEES

a. Dividend Payments. Commencing in 2022, County will calculate dividend payments to Municipality for inclusion in the following budget if as of December 31st of the preceding year in which the dividend payment is to be calculated, (1) the MRF Fund's Working Capital is above the cap set by the County and as further defined in Exhibit A, Section 1 and (2) the recycling program's audited financial statements show a positive cash flow at the close of the Waukesha County fiscal year as verified in the County's Annual Comprehensive Financial Report.

i. Working Capital is defined as the current assets minus the current liabilities, exclusive of the following: 1) Funds specifically reserved for equipment repairs or upgrades; 2) Grant funds received in excess of the state's basic recycling grant; and 3) The recycling consolidation grant to Responsible Units.

ii. Positive cash flow is defined as the positive net change in Working Capital from the previous year.

b. Tipping Fees. Tipping fees may be charged to the Municipality if as of December 31st of the preceding year in which the tipping fee is calculated, the MRF Fund Working Capital is below the floor set by the County and as further defined in Exhibit A, Section 1. Municipality shall pay any tipping fees in accordance with the terms of this Agreement.

c. Calculation of Dividend Payments and Tipping Fees. Any dividend payments or tipping fees shall be determined by County in accordance with Exhibit A, which is hereby incorporated into the terms of this Agreement.

d. Timing of Payments and Fees. County will provide status updates regarding estimated dividend payments or tipping fees throughout the auditing and budgeting process. A final invoice if applicable will be issued by March 1 and final payments shall be made by April 1 in the year following the year in which the fee or payment was calculated. Illustration: Audited financials of 2021 are released May 1, 2022. These results are used to determine if there is a dividend payment or tipping fee and the total amount. Staff will calculate each participating community's dividend payment or tipping fee, communicate that to the Municipality, and incorporate it into the budget for the following year. By March 30, 2023 an invoice will be provided (if necessary) and payment will be made by April 1, 2023.

SECTION 4

MISCELLANEOUS

a. Entire Agreement. This Intergovernmental Agreement between the City of New Berlin and Waukesha County Regarding the Municipal Recycling Dividend Program constitutes the entire, final, complete, and fully integrated agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements effective May 1, 2025.

b. Authority and Responsibilities. Nothing in this Agreement forfeits any RU rights and responsibilities of the County, or any other Municipality or County's rights or responsibilities under state or local laws. The County remains responsible for implementing a recycling education program for residents of the Municipality and for complying with other requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.

c. Responsible Contacts. Upon execution of this Agreement, the County, and the Municipality each shall designate in writing a primary person as a Responsible Contact to be responsible for carrying out the activities described in this Agreement.

d. Review and Amendments. All changes to the main body of this Agreement shall be mutually agreed upon between the Parties and shall be in writing and designated as written amendments to this Agreement. The County has the authority to change the MRF Fund Working Capital cap and floor balances identified in Exhibit A upon providing twelve months' advance written notice of any changes to the Municipality.

e. Effective Date and Term. Upon execution by both parties, this Agreement shall become effective on May 1, 2025, and shall remain in effect until December 31, 2034, unless otherwise terminated in writing by either party upon a one (1) year written notice to the other party. Termination of this Agreement does not alter the County's status as the Responsible Unit or the Municipality's responsibilities as a participating community in the Responsible Unit.

f. Severability. If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.

g. Notices. Any and all notices regarding termination of this Agreement shall be in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested",

Addressed to the Municipality at:

City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151

and to the County at:

Recycling and Solid Waste Supervisor
Abbie Liedtke
aliedtke@waukeshacounty.gov
Department of Parks and Land Use
515 W. Moreland Blvd., Room AC 260
Waukesha, WI 53188
262.896.8300

h. Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.

WAUKESHA COUNTY:

By: _________________________________ Date: ___________________

Dale R. Shaver, Director - Department of Parks and Land Use

MUNICIPALITY

By:_________________________________ Date: ________________

Name

Attest: _______________________________

Name, Clerk

EXHIBIT A

Dividend Payment and Tipping Fee Formula

SECTION 1

MRF FUND WORKING CAPITAL

The County will set the MRF Fund Working Capital cap and floor balances to be utilized in determining when a dividend payment or tipping fee will be issued. The County has identified the following minimum balances, excluding grant issued funds and segregated funds for equipment repair and maintenance and efficiency improvement, to be utilized in determining when a dividend payment or tipping fee will be issued:

Cap $3,500,000.00

Floor $3,100,000.00

The County has the authority to change the MRF Fund Working Capital cap and floor balances upon providing twelve months' advance written notice of any changes to the Municipality. Any changes to these balances will be based upon several factors including but not limited to market conditions, net commodity revenue, the analysis and recommendations of a third-party vendor and input from local subject matter experts.

SECTION 2

DIVIDEND CALCULATION

Dividend payments will be determined when (1) the MRF Fund Working Capital is above the cap identified in Section 1, and (2) the recycling program's audited financial statements of the preceding year show a positive cash flow as defined in Section 3(a) of the Agreement. The Dividend payment calculation will be determined by the County based on County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit. The formula utilized by County to determine a Municipality's dividend payment will be based on the following considerations:

- 50% of the dividend will be based upon the proportion of the 5-year average of total eligible costs the Municipality paid for eligible recycling expenses.
- 35% of the dividend will be based upon the number of eligible households in a participating community as a proportion of the total number of eligible households in the program. Eligible households, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system. A multiplier of 1, 1.2, 1.4, 1.6, 1.8, or 2 will also be incorporated based on the distance the Municipality is located from the Joint MRF with 1 being the nearest and 2 being the furthest in proximity to the Joint MRF.
- 7.5% of the dividend will be based upon additional recycling services Municipality provides for its residents or all County residents for a minimum of 12 months. In order to qualify, Municipality must provide evidence of said services that is satisfactory to the County. A list of qualifying services and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the participating community's residents will earn the Municipality a score of 0, 0.5, 2, or 3. A numerical assignment of 3 represents the highest number of services provided.
- 7.5% of the dividend will be allocated based on education and outreach partnership opportunities in which a Municipality collaborates with the County. A list of qualifying opportunities and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the municipalities' residents will earn Municipality a score of 0, 1, 2, or 3, with 3 being the highest number of qualifying opportunities.

Illustration: Municipality "Y" has a 5-year average of total eligible recycling costs of $500,000 and the 5-year average of the total eligible recycling costs for all participating communities is $7,000,000. Municipality "Y" has 4,760 eligible households and the total number of eligible households for all participating communities is 200,000. Municipality “Y” is located 38 miles away from the Joint MRF, earning a multiplier of 2 for its eligible household points. Municipality “Y” also provided additional services for all County residents earning an additional recycling services score of ‘2’ and partnered on education and outreach with the County, earning an education and partnership score of ‘3’. The total number of additional service points for all participating communities is 14.5 and the total number for education and outreach partnership points is 20. In this illustration, the total dividend available to be divided is $100,000. Accordingly, Municipality “Y” will receive the following: 1) 7.14% or $3,570 for its 5-year average of total eligible recycling costs in proportion to the total eligible recycling costs for all participating communities; 2) 4.76% or $1,666 for its eligible households in proportion to the total number of eligible households in all participating communities after factoring in the multiplier for proximity to the Joint MRF; 3) 13.79% or $1,034 for additional recycling services; and 4) 15% or $1,125 for education and outreach partnership opportunities. Therefore, Municipality “Y”s total dividend payment, after taking into account all of the aforementioned considerations, would amount to $7,395.

SECTION 3

TIPPING FEE CALCULATION

Tipping Fees may be charged to the Municipality and Municipality agrees to pay same when (1) the MRF Fund Working Capital is below the floor identified in Section 1. The tipping fee calculation will be determined by the County based on the County’s audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit according to the following formula:

Fee = EH*[(F-B)/TH]

Whereas:

- EH = Number of eligible households in a municipality, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the Municipality’s January hauling invoice from the SWC or, if not available, according to the County’s GIS system
- F=MRF Fund Working Capital floor
- B=Balance of the MRF Fund Working Capital as defined by Section 3(a) of the Agreement and Exhibit A, Sec. 1
- TH = Total eligible households from all participating communities in the County’s RU, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the municipalities’ January invoices from the SWCs or, if not available, according to the County’s GIS system.

EXHIBIT B

Collection Contract Compliance Items Related to

Waukesha County's Municipal Recycling Dividend Program

The Contractor shall comply with the provisions below, which are required to maintain eligibility for payments from Waukesha County ("County") through an intergovernmental agreement (IGA) with [insert Municipality name] or Local Unit of Government ("LUG"). In case of conflict with other provisions of this Contract, this Exhibit shall prevail.

A. Recycling Container Provisions

1. Recycling Container Standards. All recycling containers shall be for single sort recycling and shall meet County standards for in-mold educational labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a 10-year warranty.
2. Distribution and Use of Recycling Containers. Contractor shall, by the dates specified in this Contract, distribute recycling containers to each household/unit served under this Contract. Contractor shall ensure these containers are only used for recycling. Contractor shall notify any non-complying household/unit at the time non-compliance is observed, and shall track and report a summary of non-compliance to the LUG monthly.
3. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each recycling container upon delivery of the containers, as noted above. The educational materials will be provided to the Contractor by the County at no cost to the Contractor.
4. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by March 1 each year on the number and size(s) of recycling containers used within the LUG, including the number of households/units.

B. Direct Haul Provisions

1. Direct Haul. Contractor shall deliver all recyclable materials collected under this Contract to the designated facility identified as Waste Management of Wisconsin, Inc. MRF located at W132N10487 Grant Dr. Germantown, WI 53022
2. Delivery Protocol. Contractor shall coordinate delivery times with the County and the MRF operator (i.e., Waste Management of Wisconsin, Inc.) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all recyclable deliveries to the MRF, Contractor shall comply with the County Protocol, which is subject to periodic updates to meet the stated intent.
3. Record Keeping and Reports. Contractor shall keep records and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of recyclables to the MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect recyclables.
4. Alternate Processing. In the event the MRF is unable to accept recyclables the Contractor shall deliver recyclable materials to an alternate location for a designated time, as directed by the County.

New Berlin Fire Department

Organization and Deployment Succession Plan for Fire Suppression and EMS Operations

January 2025
Fire Administration

New Berlin Fire Department
16300 W. National Ave.
New Berlin, WI 53151

City of New Berlin

New Berlin Fire Department

Fire Chief Mark Polzin

Succession & Reorganization Plan Contributors

Chief Mark Polzin
Deputy Chief Christopher Pierce
Battalion Chief Justin Schulpius
Division Chief Mark O'Connor
Administrative Service Manager Debra Gillard

Documentation Validation Tracker

Description	Author	Version	Date
Published	Chief Polzin	1.0	1/12020
Published	Chief Polzin	2.0	1/12025
Published	Chief Polzin	3.0	8/6/2025

MISSION

To provide exceptional services while committed to building a safer community.

VISION

To continually strive to be a caring, understanding, people first organization committed to excellence in all we do.

NBFD VALUES

TRUST
Nurturing positive relationships at all levels of the organization

RESPECT
Treat everyone with dignity and worth

PROFESSIONALISM
Conducting oneself with responsibility, integrity, accountability, and excellence

POSITIVE ATTITUDE
Doing what it takes and inspiring others to do the same

INVEST
To put the time, effort and energy into bettering the department and each other

LOYALTY
Committing to see the department grow and succeed

Table of Contents

Executive Summary

A change in leadership, management and supervisory positions are inevitable for all organizations, including the government. With the departure of an employee in a promoted position, it is imperative to ensure continuous coverage of duties critical to the ongoing operations of our department. The transition of an individual into one of these promoted positions often is delayed because of an orientation and training program; and once appointed, a developmental period. These changes are often difficult and can be a very challenging time for any organization. The New Berlin Fire Department is preparing to overcome these challenges through a proactive professional development program and implementation of a reorganization plan.

This proposed succession/reorganization plan would assist the department by lessening the impact of both expected and non-expected vacancies in the next 10 years. The succession plan will develop a program to make certain that personnel are trained, worked in the position on a temporary basis, and can fill these positions prior to a vacancy occurring. Open positions can and should be filled by personnel who have been previously trained and periodically worked in those promoted positions. This will minimize the impact on the department, our customers, and the services that we provide. The development of these future supervisors, managers and leaders will take years to complete. Succession planning is an ongoing project and will need to be continually reviewed and updated.

Planning Assumptions

As this plan is developed, there are several assumptions that are understood.

1. The Fire Department and city desire to retain, develop, and promote personnel from within the organization and believe that their employees are its greatest asset.
2. The plan will require an ongoing commitment by the Fire Department and the city.
3. Only a limited number of employees desire to become a supervisor, or work in a management or administrative position.
4. Many of the employees will complete their careers with the New Berlin Fire Department; however, there will be employees that will leave for other public and private positions.
5. The plan will focus on preparing all employees with an emphasis on those with greater than 10 years of service remaining with the Fire Department.

New Berlin Fire Department Problem

The New Berlin Fire Department looks to recruit and retain highly skilled personnel. Due to the development of the department and lack of opportunities for advancement, many quality employees, part-time and full-time, have left the organization for opportunities elsewhere. More recently the fire service and the fire department have experienced difficulty in attracting and retaining entry level firefighter positions. Recruitment and retention appear as though it will be a challenge for the foreseeable future. *National Fire Protection Association (NFPA) US Fire Department Profile 2020 Supporting Tables & Appendix Tab B: NFPA The Fifth Needs Assessment of the US Fire Service: Staffing & Operations 2021*

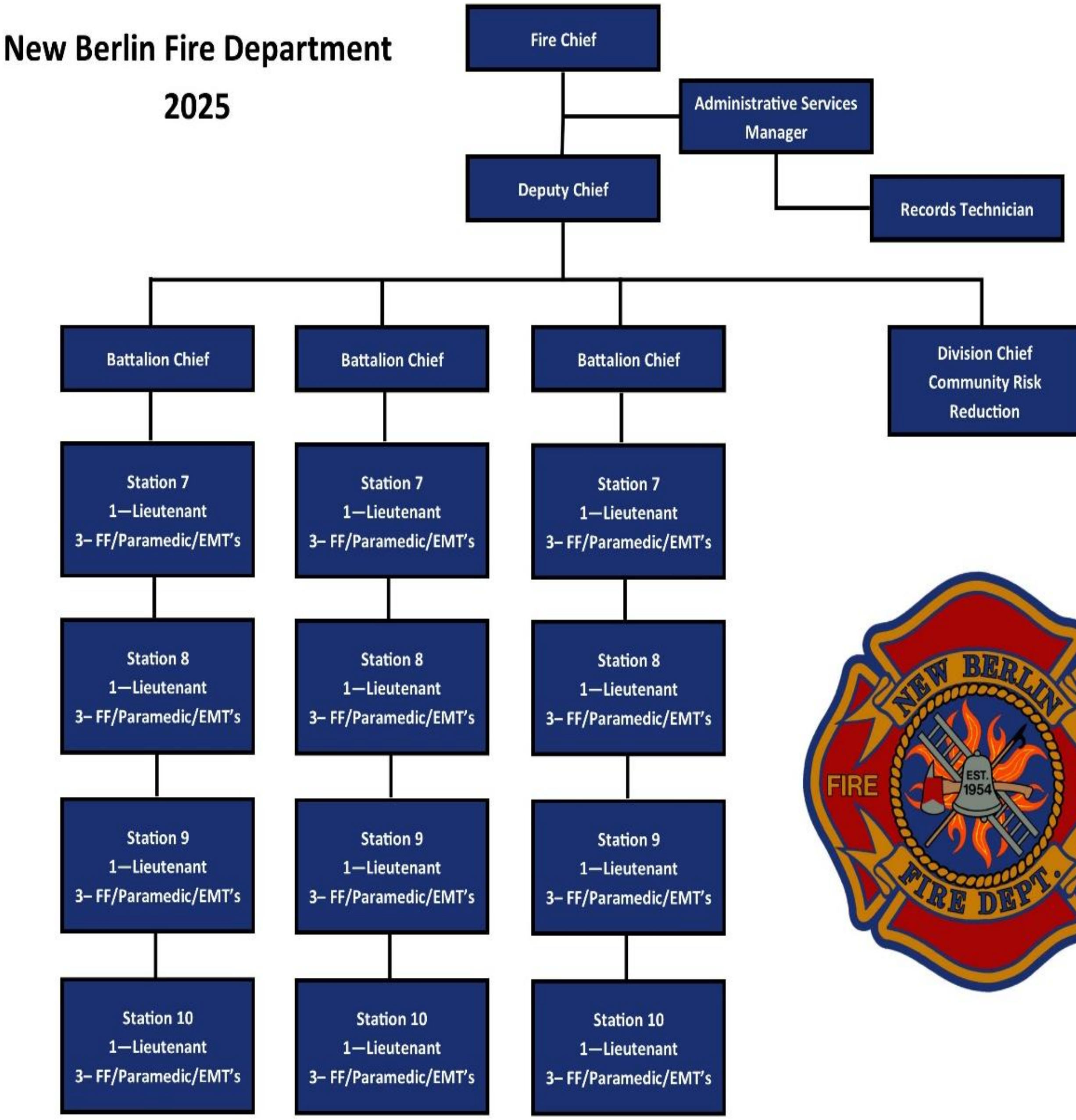
The Fire Department and city are experiencing the need to grow to meet current and future demands. Dependency and reliability on auto-aid and the mutual aid box alarm system (MABAS) will pose a problem in the future as staffing and reliability on external resources becomes more challenging. With the addition of full-time personnel, new supervisory and management positions, and the expectation of retirements, now is the time for the Fire Department to reorganize and develop a Succession Plan.

A continuous improvement plan is vital to ensure operational excellence and organizational success for those we serve as well as current and future fire department personnel.

Respectfully,

Mark Polzin
Fire Chief

Current Organizational Chart



Current EMS/Cross-Staffing Operations

The New Berlin Fire Department employs a response model that deviates from industry standards and raises concerns regarding compliance with Wisconsin DSPS 330. To supplement staffing during simultaneous incidents, the department utilizes "chase" (Utility) vehicles, typically operated by an officer, alongside standard apparatus.

Under the current model, EMS calls are handled by an ambulance staffed with two paramedics, with the chase vehicle responding as additional support. Since most EMS calls require only two personnel for transport, the officer remains in the station's primary response area. However, this practice presents a potential inconsistency with DSPS 330.14, which emphasizes the need for officers to stay with their assigned crews to provide supervision, maintain accountability, and uphold crew integrity. *Wisconsin Department of Safety and Professional Services Chapter 330*

		New Berlin	South Shore	Brookfield
Population Served		40,302	34,462	41,268
Geographic Size		40 sq. miles	40 sq. miles	27.7 sq. miles
Maximum/Minimum Staffing		17 Max/12 Min.	21 Max./17 Min.	21 Max./17 Min.
5-Year Call Volume	**2024**	5,201	6,402	5,111
	2023	4,593	5,755	4,707
	2022	4,951	5,337	4,820
	2021	4,965	5,308	4,757
	2020	4,614	4,609	3,847

Impact on Fire Responses

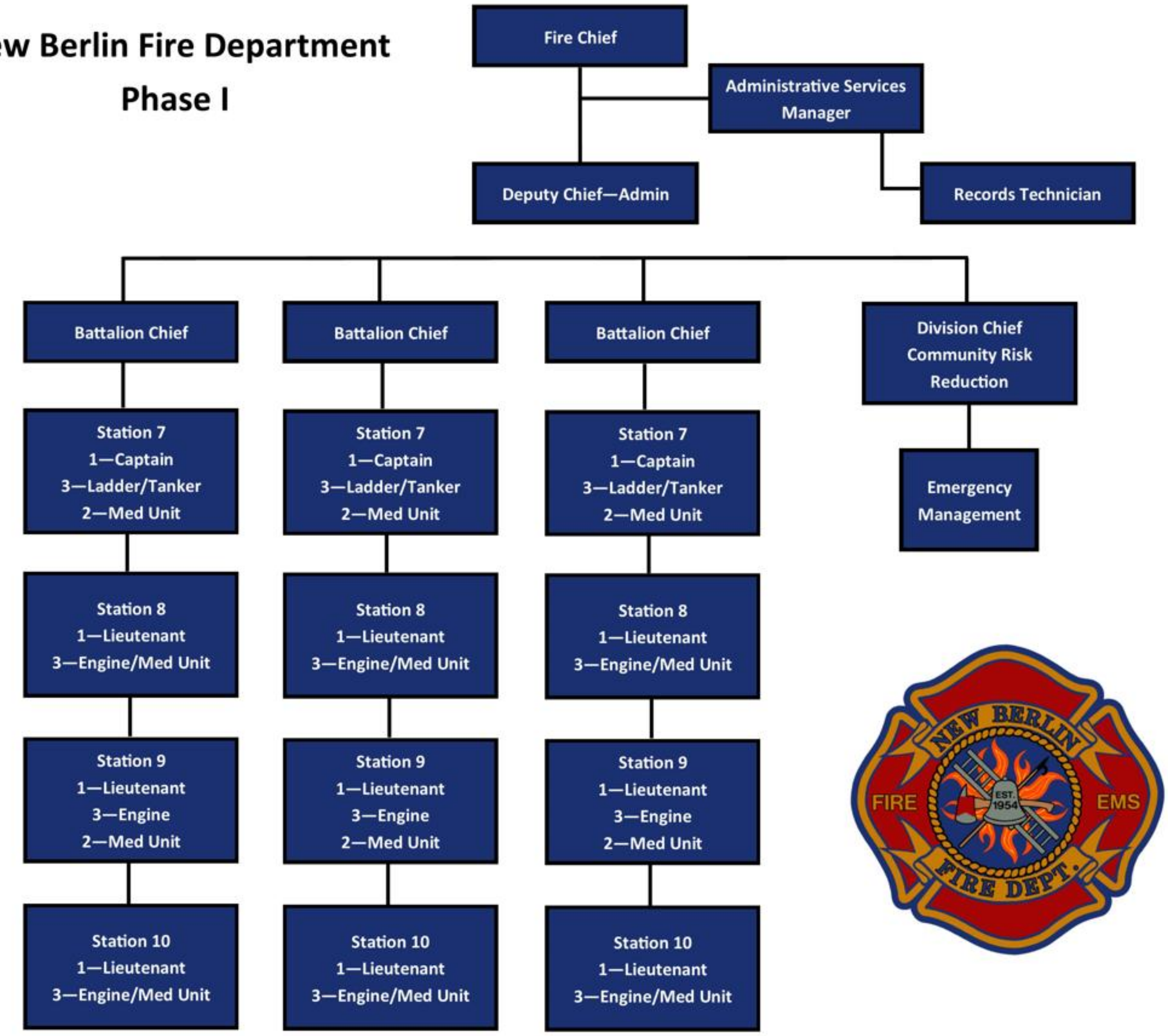
A more significant operational concern arises when a secondary call for service involves a fire response. In such cases, the officer operating the chase vehicle is unable to respond on the fire apparatus, limiting their ability to provide oversight and command on the scene. Most fire departments adhere to the industry standard of having an officer assigned to an engine company to oversee operations, ensure firefighter safety, and make critical tactical decisions. The absence of an officer on the responding fire apparatus contradicts best practices for effective emergency management and could impact both safety and operational efficiency. *National Institute of Standards and Technology (NIST): Report on Residential Fireground Field Experiments 2010 & International Fire Service Journal of Leadership and Management Volume 13 2021*

Current Apparatus Assigned Staffing

Number of Units	Unit Type	Staffing Level	Adaptive Staffing	Total on Duty Max/Min	NFPA 1710 Standard Staffing
1	Battalion	1		1	**1 = Incident Command**
1	Truck	3/4		3/4	**1 Truck = 4 Personnel**
1	Tender		3/4		
1	Command Post		1		
1	Brush Truck		1		
3	Engine		2/4		**3 Engines = 12 Personnel**
3	Ambulances	2/3		6/9	
3	Utility Vehicles	3		3	
			Total:	17/12	**17 Personnel**

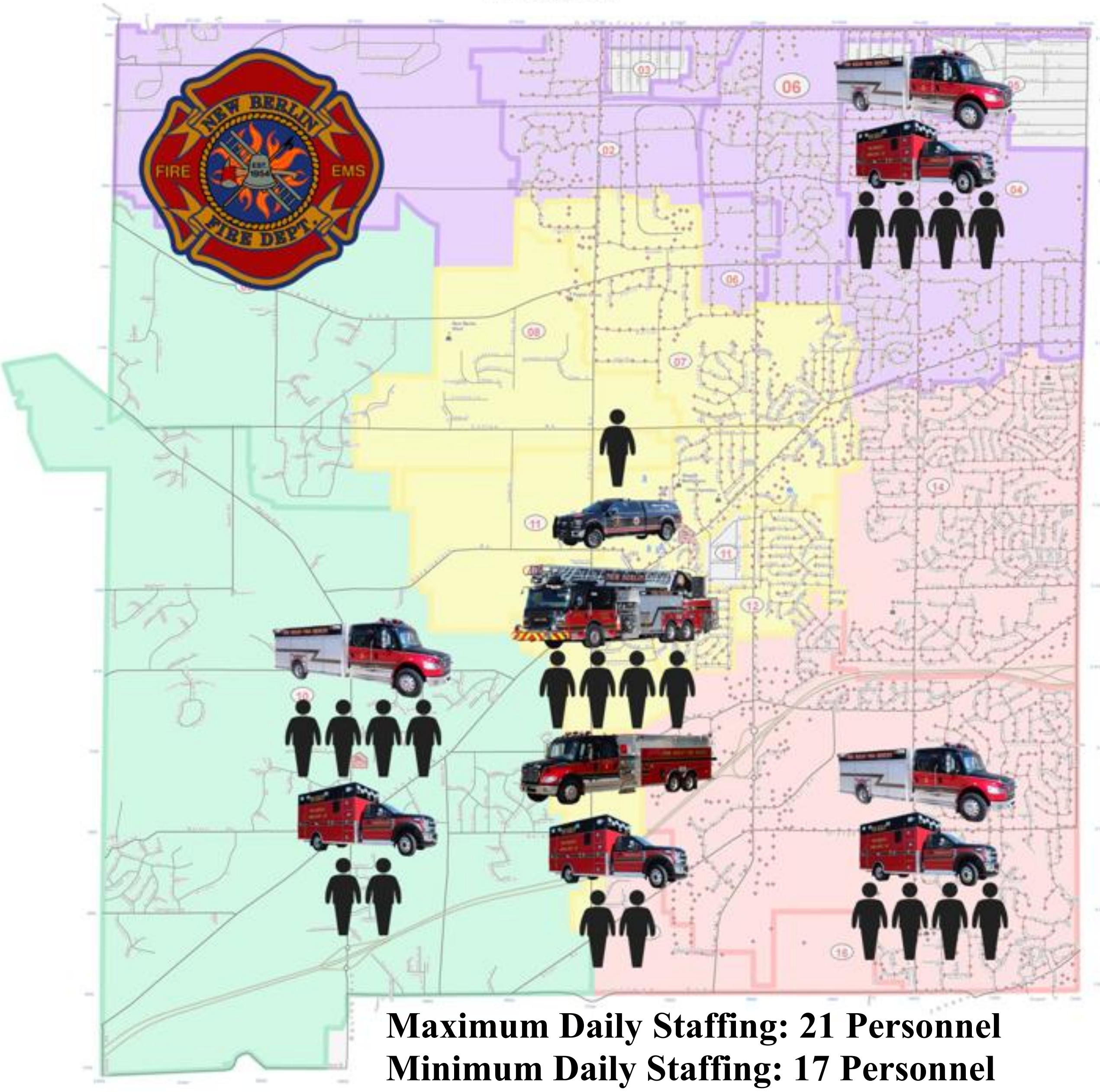
Phase I Reorganization

New Berlin Fire Department
Phase I



New Berlin Fire Department

Phase I

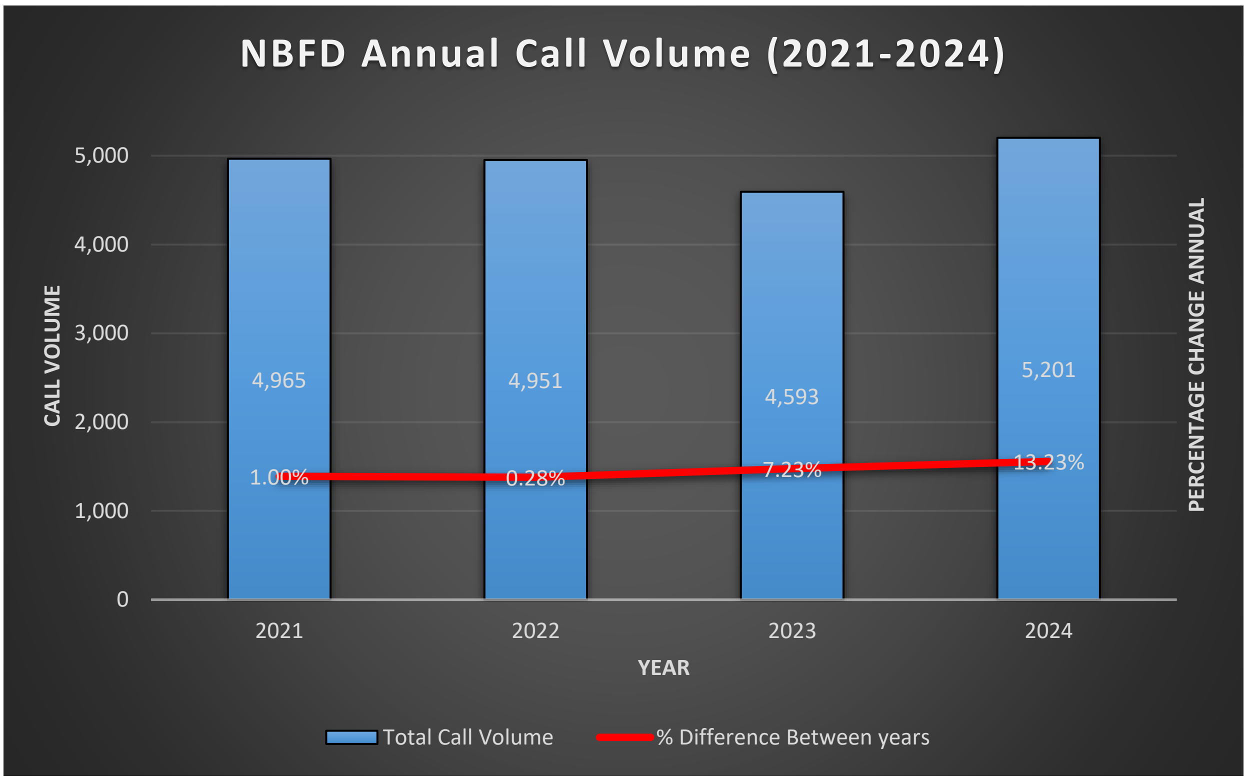


Maximum Daily Staffing: 21 Personnel
Minimum Daily Staffing: 17 Personnel

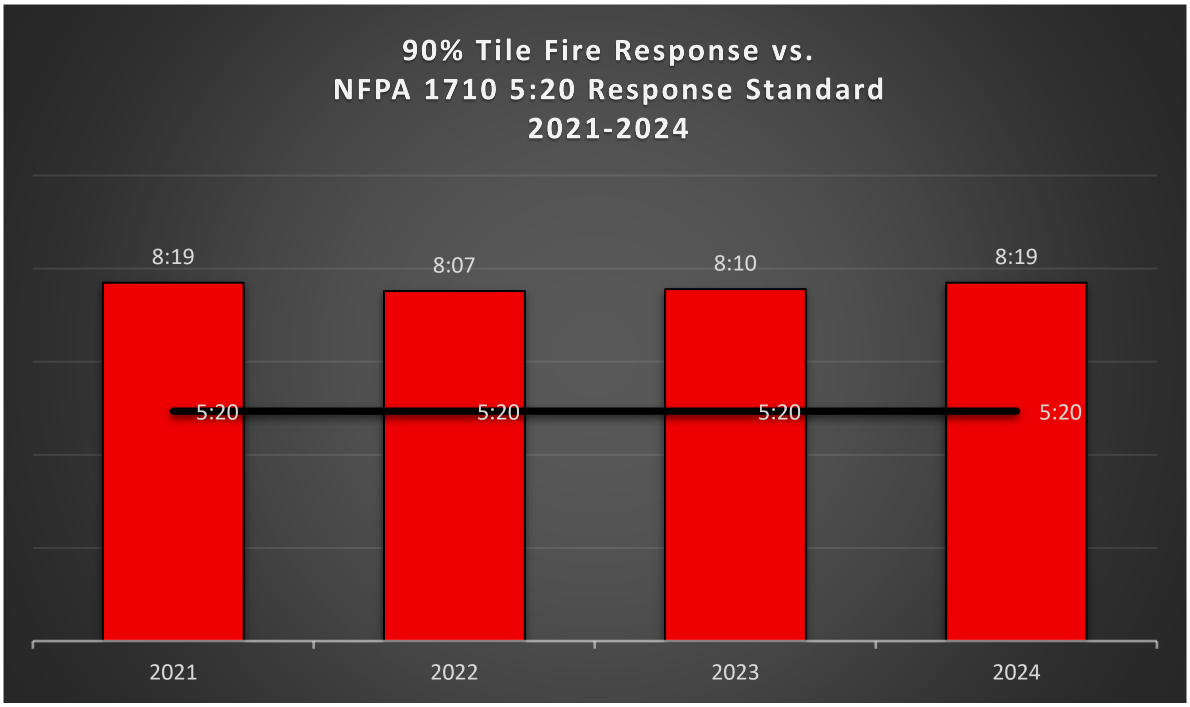
Stations 7 and 9 would have a dedicated med unit. Stations 8 and 10 would continue to be cross staffed.

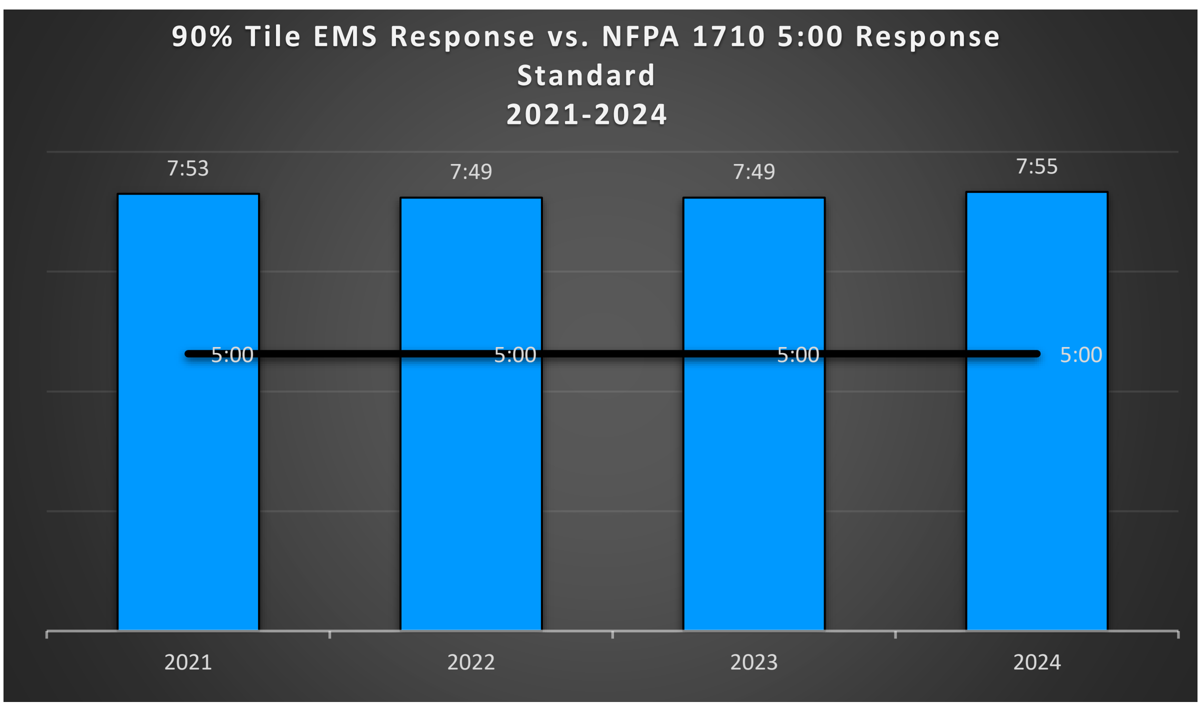
Phase I: Addressing Increased Call Volume and Response Times

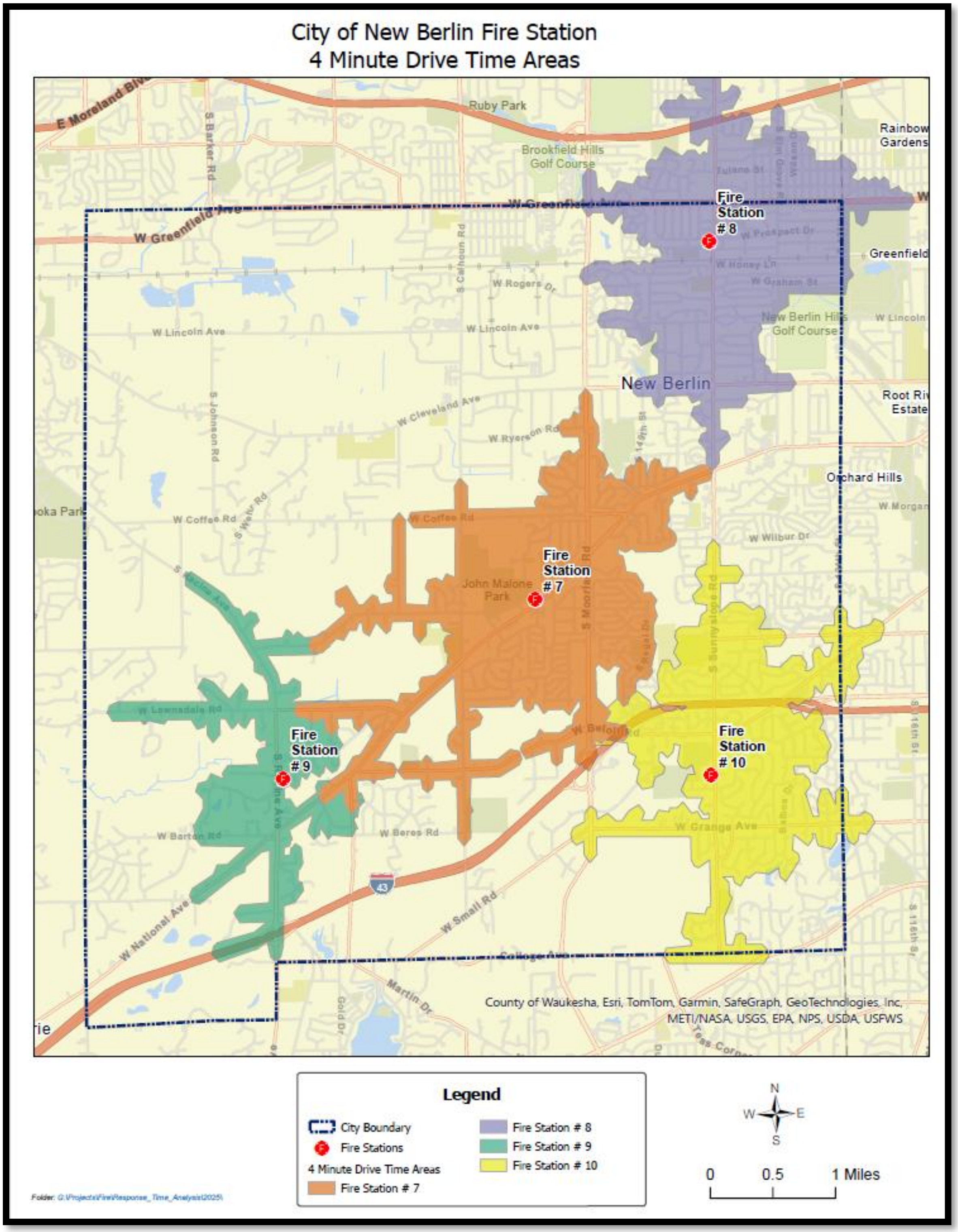
The first phase of this plan aims to improve emergency response capabilities in response to the growing 911 call volume, particularly for EMS incidents. The increasing number of emergency medical calls, along with the presence of multiple healthcare facilities—including emergency departments, urgent care clinics, and long-term care facilities—within the New Berlin city limits, underscores the urgent need for additional EMS staffing. To meet this demand, the department proposes adding 12 firefighter/paramedics. The addition of fully staffed ambulances at Station 7 and Station 9 will accommodate both current and projected call growth while enhancing the department's ability to meet increasing EMS needs.



Fire departments use the 90th percentile to measure response times because it provides a more accurate reflection of overall performance and reliability. While averages can be skewed by unusually fast or slow responses, the 90th percentile shows the time within which 90% of all responses occur. This method highlights consistency and helps identify outliers or systemic delays, ensuring agencies are meeting expectations for timely service in the vast majority of incidents. It's a more meaningful and accountable metric for evaluating emergency response effectiveness.






City of New Berlin Fire Station
4 Minute Drive Time Areas
Fire Station # 8
Fire Station # 7
Fire Station # 9
Fire Station # 10
New Berlin
County of Waukesha, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS
Legend
City Boundary
Fire Stations
4 Minute Drive Time Areas
Fire Station # 7
Fire Station # 8
Fire Station # 9
Fire Station # 10
0 0.5 1 Miles

Furthermore, with the dedicated staffing of an ambulance and fire apparatus at Station 7 and Station 9, a full-time fire apparatus will also be in service in the western half of the city. This addition aligns with NFPA 1710, which establishes minimum response times and staffing levels for career fire departments, ensuring improved coverage and significantly reducing response times for both EMS and fire-related incidents. *National Fire Protection Association 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments 2020*

Phase I: Reducing Dependence on External Aid

Upon completion of Phase I, the department anticipates a reduction in resources for automatic aid, mutual aid, and MABAS requests into the city. Expanding New Berlin Fire Department's resources ensures the safety and well-being of city residents while preventing undue reliance on outside agencies. The current average response time for auto-aid/mutual aid EMS services from outside agencies is 6.6 minutes.

Additionally, Wisconsin DSPS 330 mandates that fire department operations maintain adequate staffing and response capabilities to ensure firefighter safety and operational effectiveness. Expanding local resources aligns these standards by reducing the department's dependency on outside assistance and ensuring that personnel are not operating at unsafe staffing levels. It is essential that the department's growth focuses on maintaining service levels within New Berlin rather than unintentionally subsidizing emergency response for other municipalities struggling with similar staffing challenges.

Phase I: Potential Insurance Services Office (ISO) Impact

The ISO rating is a critical measure of the New Berlin Fire Department's effectiveness and directly impacts both the community and department operations. A strong ISO rating can lower insurance premiums for residents and businesses, reducing financial burdens while ensuring cost-effective resource allocation. It also serves as a key performance metric, demonstrating the department's commitment to safety, training, and operational excellence.

Why the ISO rating is so important:

1. **Insurance Premium Benefits**
   Maintaining a high ISO rating can significantly lower insurance premiums for both the fire department and the community it serves. Insurers view well-rated departments as less risky, rewarding them with cost reductions, which helps optimize budget allocation and reduce expenses for departments and residents.

2. **Safety Performance Metrics**
   High ISO ratings of fire departments directly reflect a department's commitment to safety and performance. It ensures that essential resources, training, and equipment are consistently up to standard, ultimately improving a department's effectiveness in protecting lives and property and minimizing emergency response times.

3. **Ensure Fair and Unbiased Evaluations**
   Use standardized evaluation criteria to minimize bias and establish expectations. Fair appraisals foster trust and help accurately measure firefighter competencies.

4. **Resource Optimization**
   High fire department ISO ratings often mean the department is utilizing resources effectively. Meeting ISO benchmarks helps departments prioritize investments in personnel, equipment, and technology, ensuring that resources are allocated efficiently, and firefighters have the tools needed to be safe and effective during emergencies.

5. **Operational Benchmarking**
   ISO ratings serve as a benchmark for fire department operations. Meeting ISO rating requirements to earn a high rating demonstrates that the department is operating at an exceptional level in key areas such as staffing, training, and response protocols, offering insight into areas for continuous improvement and achieving long-term strategic goals.

6. **Community Impact**
   A high ISO rating fosters greater trust between the fire department and the community it serves. It signals a department's commitment to providing fast and reliable service, which can enhance public confidence, attract funding support, and improve relationships with local stakeholders, ultimately leading to safer communities. *Insurance Services Office (ISO) Public Protection Classification (PPC) Summary Report 2021*

Phase I Checklist

□ **(PRIORITY 1) 6 personnel to St 9**

□ **(PRIORITY 2) 6 personnel to St 7**

- Wisconsin Department of Safety and Professional Services (SPS) Chapter 330
- National Fire Protection Association (NFPA) Standard 1710
- NFPA US Fire Department Profile 2020 Supporting Tables 2022
- NFPA The Fifth Needs Assessment of the US Fire Service: Staffing & Operations 2021
- National Institute of Safety and Technology (NIST) Report on Fireground Field Experiments
- Insurance Service Office (ISO) Public Protection Classification (PPC) 2021

Current & Future Considerations

As the fire department and the community continue to grow, ongoing analysis and evaluation are critical to ensure that emergency response capabilities align with NFPA 1710 response time standards and Insurance Services Office (ISO) deployment criteria**.** NFPA 1710 establishes benchmarks for fire and EMS response times, staffing levels, and resource deployment to maximize effectiveness and safety. Regular review of response data, unit availability, and call volume trends allows the department to assess whether current station locations, staffing levels, and apparatus distribution meet these standards. As call volumes increase and new developments expand the community's geographic footprint, maintaining compliance with NFPA 1710 requires proactive planning to avoid delayed response times and potential service gaps.

Additionally, adherence to ISO deployment analysis is essential for maintaining or improving the community's ISO Public Protection Classification (PPC), which directly impacts local insurance rates. ISO evaluates factors such as fire station distribution, staffing, water supply, and communications infrastructure to determine the department's effectiveness in protecting life and property. Growth in population, commercial and residential development, and road infrastructure changes can impact ISO ratings if fire department resources are not scaled accordingly. Conducting regular evaluations ensures that fire department capabilities evolve with community needs, supporting both emergency response performance and favorable insurance ratings for residents and businesses.

Future consideration should be data driven based on call volume and response times as well as additional staffing or station locations to best serve the citizens of New Berlin and provide the exceptional services they have come to expect and deserve.

Fire Department Image

The Fire Department image emphasizes the internal and external representation of the department. This is important in a succession plan through the facilitation of pride in the individual, the department and the city. Additionally, this image allows the department to keep outstanding employees and to hire quality new employees. Much of the development of the department's image comes from the dedicated employees who work here. The development of our personnel leads to the development of the organization and a positive public image. The department has taken steps to highlight the work we have been doing; it is believed that the image of the department will continue to improve.

The department is taking steps to further improve our image. Changes have been made to enhance our opportunity to pursue Accreditation through the formation of committees, the department's commitment to continuous improvement, and focus on documentation and record keeping. Our department is in the process of considering pursuing Accreditation through the Center for Public Safety Excellence. The Accreditation process would ultimately allow our department to be reviewed by peer assessors to determine if the organization is credible and meets the established guidelines to better serve the citizens of New Berlin. Accredited agencies are often described as being community-focused, data-driven, outcome-focused, strategic-minded, well organized, properly equipped, and properly staffed and trained. To date, 313 agencies internationally have been accredited. The final area to promote the image and development of our personnel is through employee recognition. We are currently in the process of finalizing an employee recognition program as our members do many outstanding acts in support of the Fire Department's vision, mission and values.

Physical Infrastructure

The final component of this Succession/Reorganization Plan is the development of an infrastructure to support the plan. This includes the promotion and preparation of the department's future, by providing facilities, tools, systems and processes to support the personnel for the foreseeable future. Department facilities will need to be expanded, remodeled or built for training of personnel, and the housing of positions.

Information systems will need to be updated with a focus on streamlining to make more effective and efficient use of time.

Finally, the organization's strategic and succession plans will need to be continuously used and updated to support the vision of the department. Modifications will need to be made as necessary to meet the current and future challenges the organization faces and to provide the services the citizens of New Berlin should expect and deserve.

City of New Berlin Fire Department

Organization and Deployment for Fire Suppression & EMS Operations: Current Status

5,201 calls for service in 2024.

- 13% increase from 2023
- 14 calls for service per day
- Cross-staffing Engine/Med Unit

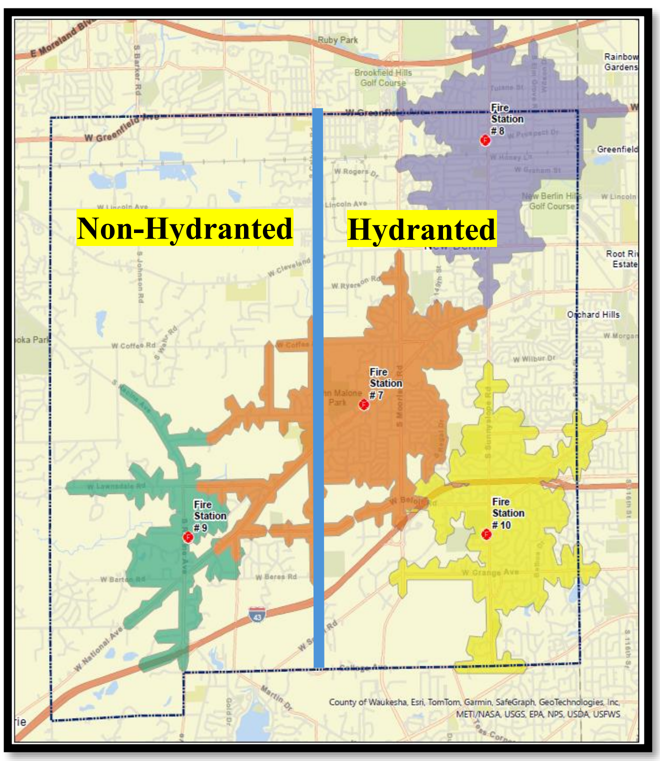
- Max staffing 17 per day
- Minimum staffing 12/13 per day
- Average 14 personnel per day

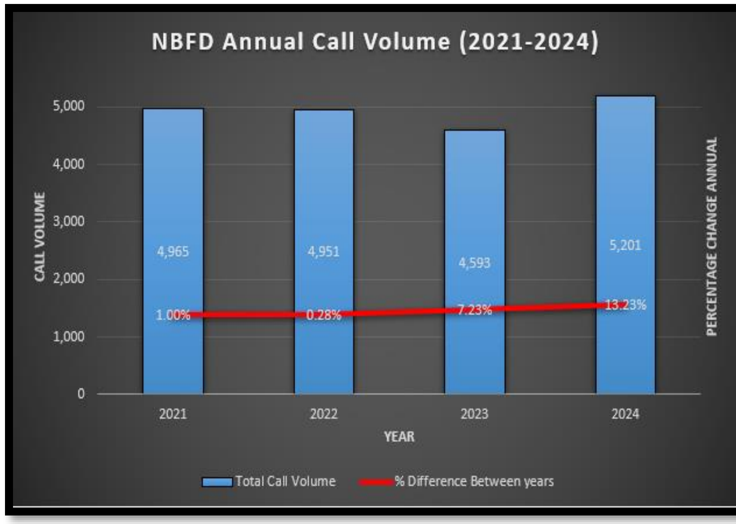
Effective Response force for residential structure fires percentages:

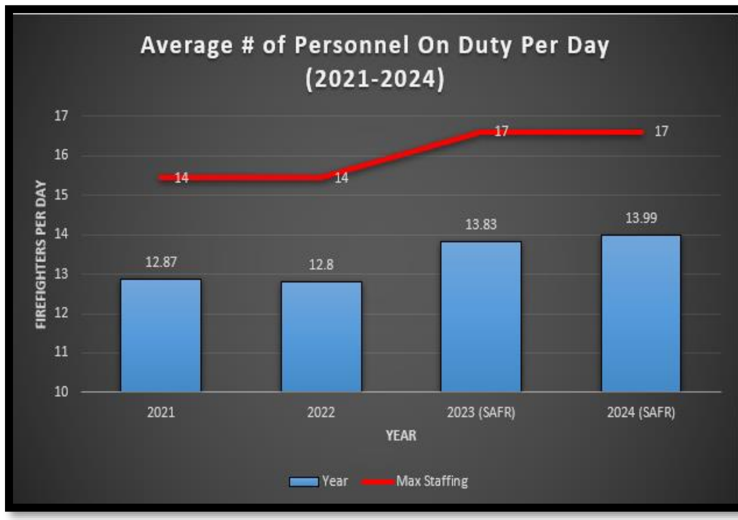
- **2024 – 63% of the day**
- **2023 – 60% of the day**

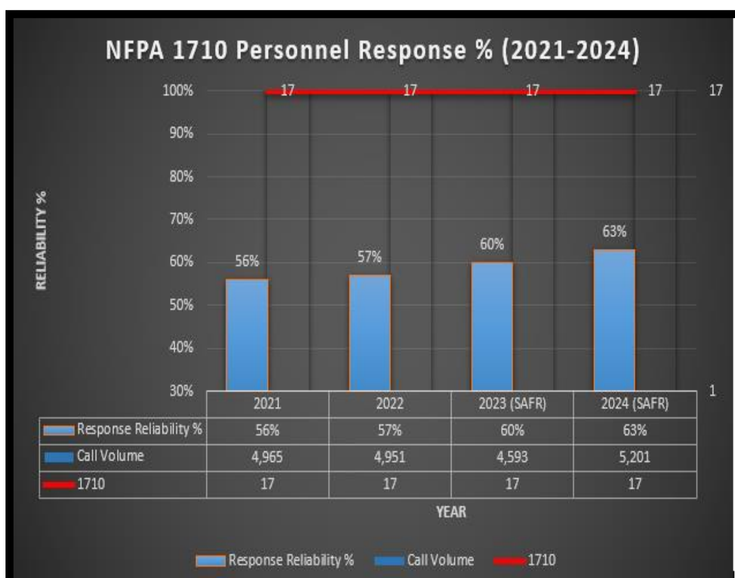
Response times from neighboring departments, 90% tile:

- **10.8 Minutes response into New Berlin**









City of New Berlin Fire Department

Organization and Deployment for Fire Suppression & EMS Operations: Industry Standards

NFPA
National Fire Protection Association

NFPA 1710 Staffing/response requirement's residential structure fire

- First arriving unit in 5:20 minutes
- 17 personnel on scene in 8 minutes

- Low/Medium Hazard in 8 minutes
- High Hazard 10 minutes

US Fire Department Profile 2020 Supporting Tables (p.6)

- Population 40,000, 56hr work week = 1.62 firefighters per capita = 21.6 per day
- **NBFD = 1.275 firefighters per capita. 13.99 firefighters per day**

NIST
National Institute of Standards and Technology

NIST Report on Residential Fireground Field Experiments 2010 (p.52)

- 4-person heavy apparatus crews/task completion 5.1 minutes faster (15 minutes 13 seconds) than 3-person crews at (20 minutes 30 seconds)

ISO

Public Protection Classification Summary Report (ISO) 2022 (p.16)

- **Personnel: 6.53/15 points**
- **Fire Department Credit: 29.73/50**

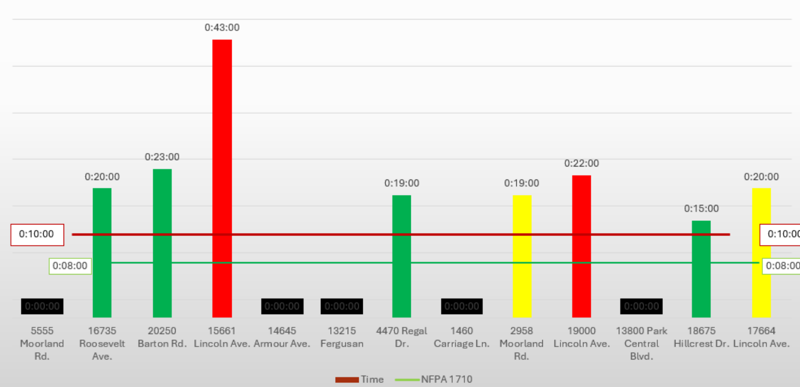
Fire Incident Statistics

NFPA 1710:

8 Minutes for Maximum On Scene Staffing Low Risk (17 Personnel)

8 Minutes for Maximum On Scene Staffing Moderate Risk (28 Personnel)

10 minutes for Maximum On Scene Staffing High Risk (43 Personnel)



Population Protected	40-45 Hours	46-51 Hours	52-60 Hours
1,000,000 or more	*	1.41	0.86
500,000 to 999,999	1.70	1.79	1.14
250,000 to 499,999	1.89	1.56	1.16
100,000 to 249,999	1.98	1.47	1.28
50,000 to 99,999	2.06	1.49	1.37
25,000 to 49,999	2.01	1.61	1.62

FSRS Feature	Earned Credit	Credit Available
Emergency Communications		
414. Credit for Emergency Reporting	3.00	3
422. Credit for Telecommunicators	4.00	4
432. Credit for Dispatch Circuits	3.00	3
440. Credit for Emergency Communications	10.00	10
Fire Department		
513. Credit for Engine Companies	5.71	6
523. Credit for Reserve Pumpers	0.50	0.50
532. Credit for Pump Capacity	3.00	3
549. Credit for Ladder Service	0.97	4
553. Credit for Reserve Ladder and Service Trucks	0.00	0.50
561. Credit for Deployment Analysis	4.26	10
571. Credit for Company Personnel	6.53	15
581. Credit for Training	6.76	9
730. Credit for Operational Considerations	2.00	2
590. Credit for Fire Department	29.73	50
Water Supply		
616. Credit for Supply System	26.76	30
621. Credit for Hydrants	3.00	3
631. Credit for Inspection and Flow Testing	6.40	7
640. Credit for Water Supply	36.16	40
Divergence	-6.19	--
1050. Community Risk Reduction	4.34	5.50
Total Credit	74.04	105.50

FACT SHEET

KEY REQUIREMENTS FOR EMERGENCY SERVICES IN NFPA 1710

The minimum requirements for provision of emergency services by career fire departments can be found in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.*

NFPA 1710 addresses the structure and operation of organizations providing such services, which include fire suppression and other assigned emergency response responsibilities such as EMS and special operations.

The requirements intend to provide effective, efficient, and safe protective services to help prevent fires, reduce risk to lives and property, deal with incidents that occur, and help prepare for anticipated incidents.

The requirements are listed in NFPA 1710 for fire department service deployment based on the type of occupancy, along with the appropriate response staffing levels for each. The minimum staffing level for each occupancy is listed below. For the full breakdown of staffing requirements by position, refer to the subsections specific to each occupancy in 5.2.4.

KEY REQUIREMENTS

Occupancy Type: Single-Family Dwelling
Deployment: Minimum of 16 members or 17 if aerial device is used

The initial full alarm assignment to a structure fire in a typical 2000 ft^2 (186 m^2), two-story, single-family dwelling without a basement and with no exposures must provide for a minimum of 16 members (17 if an aerial device is used).

Occupancy Type: Open-Air Strip Mall
Deployment: Minimum of 27 members or 28 if aerial device is used

The initial full alarm assignment to a structure fire in a typical open-air strip shopping center ranging from 13,000 ft^2 to 196,000 ft^2 (1203 m^2 to 18,209 m^2) in size must provide for a minimum of 27 members (28 if an aerial device is used).

Occupancy Type: Garden-Style Apartment
Deployment: Minimum of 27 members or 28 if aerial device is used

The initial full alarm assignment to a structure fire in a typical 1200 ft^2 (111 m^2) apartment within a three-story, garden-style apartment building must provide for a minimum of 27 members (28 if an aerial device is used).

Occupancy Type: High-Rise
Deployment: Minimum of 42 members or 43 if building is equipped with fire pump

The initial full alarm assignment to a fire in a building with the highest floor greater than 75 ft (23 m) above the lowest level of fire department vehicle access must provide for a minimum of 42 members (43 if the building is equipped with a fire pump).

KEY REQUIREMENTS FOR EMERGENCY SERVICES IN NFPA 1710 *CONTINUED*

ADDITIONAL REQUIREMENTS

Fire departments that respond to fires in occupancies that present hazards greater than those found in 5.2.4 must deploy additional resources on the initial alarm as described in 5.2.4.6.

Even though fireground staffing levels have changed, NFPA 1710 continues to require that engine companies be staffed with a minimum of four on-duty members, as stated in 5.2.3. In addition, 5.2.2.2.1 requires that the fire department identify minimum company staffing levels as necessary to meet the deployment criteria required in 5.2.4 to ensure that a sufficient number of members are assigned, on duty, and available to safely and effectively respond with each company.

Additional changes to the 2020 edition of the standard include an update to the definition for *career fire department* and a clarification of how to determine if the department would fall under either NFPA 1710 or NFPA 1720, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments*.

Several new definitions relating to geographic areas based on population density have been added and the number of responders needed based on the type of incident and tasks to accomplish has been included. New requirements have been added for mobile water supply tankers/tenders and deployment and training of incident safety officers. Also, material on wildland fire suppression has been expanded.

RESPONSE OBJECTIVES

Documenting the benchmarks and response objectives that make up NFPA 1710 is crucial to capturing and tracking data that would be helpful in ensuring the necessary allocation of resources.

Benchmarks	Response Objectives
Alarm answer	15 sec 95% of the time or 40 sec 99% of the time
Alarm processing	64 sec 95% of the time or 106 sec 99% of the time
Turnout - Fire	80 sec
Turnout - EMS	60 sec
First-due engine	240 sec (4 min) 90% of the time
Second-due engine	360 sec (6 min) 90% of the time
Initial full alarm - Low/ medium hazard	480 sec (8 min) 90% of the time
Initial full alarm - High hazard	610 sec (10 min 10 sec) 90% of the time

Learn More

- Visit nfpa.org/1710 for free digital access to the standard.
- Sign up on nfpa.org/NFPA-Membership to:
  - Get one-on-one help with your technical questions at nfpa.org/tqs
  - Access exclusive content
  - Search content and connect with your peers to share information and answer questions on NFPA's online community at nfpa.org/xchange

IT'S A BIG WORLD.
LET'S PROTECT IT TOGETHER.®

Jeffrey Hingiss
Chief of Police

Phone: (262) 782-6640
Fax: (262) 782-9033

PUBLIC SAFETY REFERENDUM: Police Department

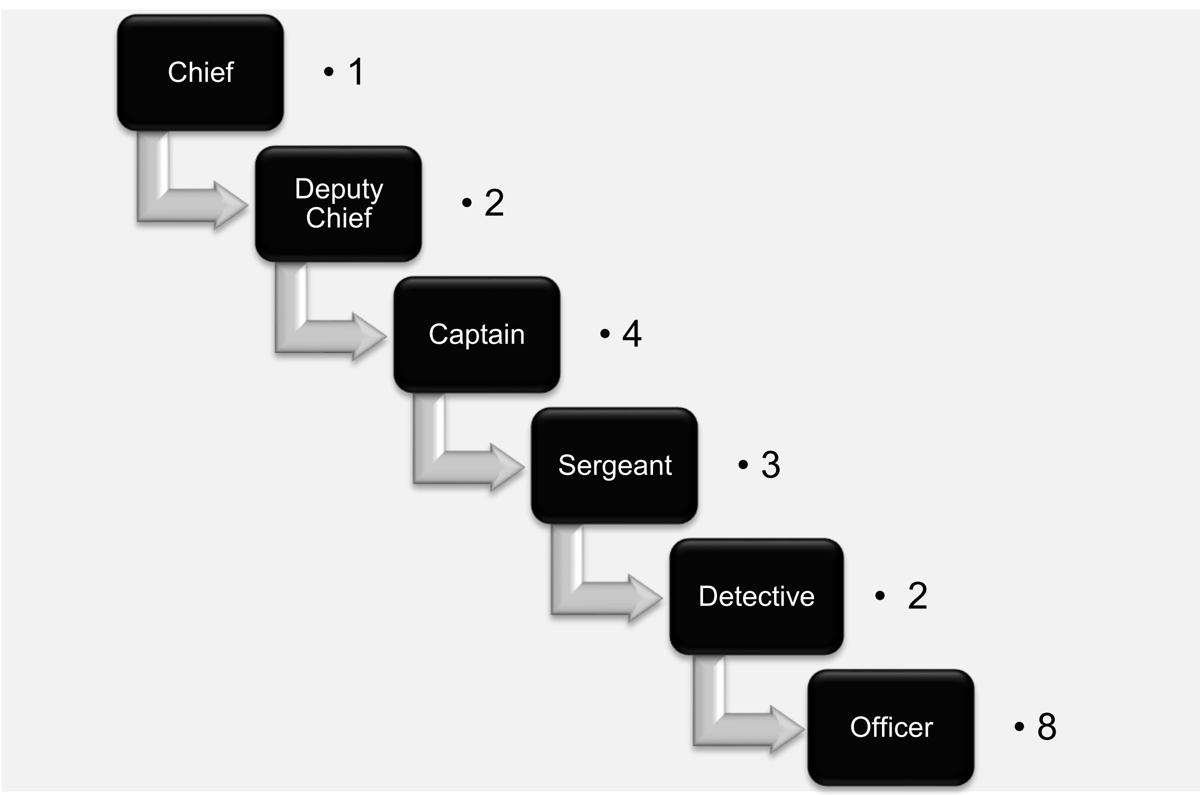
- New Position Request
- Rationale

CONCERN #1:

Anticipated vacancies and/or other required time off within the police department will result in staffing shortages. The following graph illustrates the number of sworn personnel who are eligible to retire by 2030. ***Note that not every officer eligible to retire will retire by 2030. ***

REQUEST:

Increase police department sworn staff by three from seventy (70) to seventy-three (73) police officers.



RATIONALE:

Prior to the previous decade's economic challenges, the department had an authorized sworn staff of seventy-four (74) officers. That number was reduced through attrition and restructuring. The department currently has an authorized sworn staff of seventy (70) police officers. Sick leave, injuries, retirements, and other staffing challenges significantly impact our ability to maintain a healthy "counting" staff. Staffing shortages stemming from sick leave and injuries cannot be forecasted, but some shortages related to retirement or federal medical leave benefits can be anticipated. Since 2020, twenty-eight (28) of the current sworn New Berlin officers have been hired. This has resulted in a younger police force with growing families and additional FMLA benefits. The number of new officers joining the department will continue based on the anticipated retirements depicted above.

As explained in recent years, replacing a retired officer with a newly trained officer is difficult to manage. With the number of hours required to complete the police recruit training and department field training, most newly hired officers do not count toward minimum staffing for at least ten months. Although we have attempted to account for retirements through "pre-hires," the hiring timeline, in conjunction with the academy schedule, continues to leave us behind the staffing curve by five or more months.

Why would raising our sworn staffing help?

- If we were to raise our authorized sworn staff by three police officers to seventy-three (73), we would have the staffing necessary to overcome anticipated retirements, unanticipated resignations and other medical related challenges. In addition, it will help to reduce the number of extended shifts and then the amount of overtime required to maintain minimum daily staffing levels. As a result, the ongoing stress of long shifts will decrease.

- In addition, when staffing levels are low, the department is forced to prioritize the staffing of specialty units. In recent years, the department has been unable to fully staff both federal and local narcotic task force positions. Increasing our staffing would allow us to get back to staffing both positions or the flexibility to shift staffing to meet other regional challenges that ultimately have an impact on crime in New Berlin.

Lastly, the demands on law enforcement continue to rise due to professional, technological, and training related expectations. Maintaining a sworn staff of seventy-three (73) would allow the department to dedicate resources to traffic enforcement. We currently address traffic enforcement needs within our shift staffing or through grant funding. When shifts are at minimum staffing, front line supervisors are required to address calls for service and are less likely to dedicate an officer to traffic enforcement.

CONCERN #2:

Ongoing/Increased mental health services and other related challenges require attention.

REQUEST:

Request to contract with Waukesha County Health and Human Services for one full-time embedded Crisis Worker.

RATIONALE:

Prior to 2010, the New Berlin Police Department staffed one full-time and one part-time police social worker to assist with a myriad of mental health concerns, sensitive crimes, critical incidents, and other related challenges. Their work bridged the gap between the patrol officers' initial response until long-term solutions were put in place by county or private resources. We found that a police social worker helped identify resources for the individual and in return reduced the number of times a police officer had contact with the same person.

The police department spends a great deal of time and resources checking on the wellbeing of citizens. During these calls, individuals often experience personal, medical, and/or a mental crisis. As a result, their actions can be unpredictable, and in some cases, violent. Having a crisis worker embedded and working directly with our staff will not only close the gap in getting citizens the help they need, but it will help reduce the stress of those involved during the crisis and reduce use of force instances.

Why contract an embedded crisis worker?

- Not only are costs to contract less, but we are also not responsible for the ongoing training associated with the position (county responsible). In addition, a contracted crisis worker will make these calls for service more efficient. In the moment, their communication with other county and private resources would reduce the time patrol resources are dedicated to the individual. As an example, the police department conducted 75 well-being checks with the same individual in 2024 and 31 in 2025 (YTD). A contracted crisis worker would assist with proactive case consultation and potential law enforcement diversion on these types of cases.

- After the initial police response and once the scene is deemed safe law enforcement could clear the scene if no emergency detention is necessary while the crisis worker completes safety planning.
- Crisis worker duties would include collaboration with local entities (city facilities, hospitals, emergency departments, school district) to build increased awareness around Crisis Intervention Services, potentially reducing inappropriate calls to law enforcement and improving crisis response time.
- Crisis duties may include providing psychological first aid to traumatic death scenes or at other related calls which could benefit from a mental health professional on scene.
- Crisis worker duties may include proactive follow-up services to assist with linkage to individual services and again reducing the number of 911 calls for service.

CONCERN #3:

Tasks previously handled by a police service tech are now divided up amongst sworn and non-sworn personnel. Due to budget constraints and other operational priorities, the position wasn't immediately filled and was then cut in the 2025 budget.

REQUEST:

Hire non-sworn police service aides with the funds previously budgeted to complete various tasks previously handled by the police services tech and now by other sworn/non-sworn staff.

RATIONALE:

Within a public safety building, there are countless duties, audits, checks of equipment, and other needs. In the past, the department employed one part-time police services technician for 24 hours per week. Historically, the person who filled this position was retired and had experience in law enforcement operations. Following the retirement of the most recent technician, we divided up the responsibilities amongst sworn and non-sworn personnel until we could assess the most effective way to perform the duties moving forward. Due to other operational matters requiring attention, we maintained those assignments for a period of time without immediately filling the position. Although the assignments are getting done, they are conducted by those who could be doing other things more appropriate for their job description. The goal in 2025 was to fill the position but re-imagine how.

Many departments around us currently staff several non-sworn community service officers or police aides, similar to our historical cadet program. Those non-sworn officers/aides perform many of the tasks that our police services technician performed but also conduct other administrative duties that a sworn officer wouldn't necessarily have to perform (i.e. parking enforcement or extra patrol type reporting and/or checks).

In addition to performing various tasks, these departments also use these positions as a recruiting tool. As a result, they fill the positions with those seeking a career in law enforcement. While employed as aides, the department has an opportunity to evaluate the individual's performance and consider the individual when filling sworn vacancies.

Our goal is to split the police services technician position that was previously budgeted into two police service aide positions and then add a couple hours to each position. The reasoning for two positions is due to the make-up of the assignment and those who fill it. These positions would likely be staffed for no more than 4 – 5 years while the employee was earning a degree. As a result, two positions would allow for some redundancy and succession planning. It would also give us an opportunity to evaluate more than one future police officer candidate at any one time.

With the number of administrative tasks, coupled with the challenges of recruiting quality police officers in today's employment climate, hiring police service aides would serve two purposes. If this was approved, the model is in place in other departments and could easily be tweaked to meet our needs.

CLOSING:

As explained, the police department has experienced hiring challenges in the last ten years. Those challenges are not unique to New Berlin. Departments across the country have experienced retention and recruiting challenges to varying degrees. We have tried to forecast as much as possible over the years and receiving council approval to pre-hire has helped but still leaves us with additional challenges.

Those challenges have increased as personnel wages and benefits continue to rise. Those increases impact the police department's overall budget and have forced us to further scrutinize our operating expenditures, leaving us to rely on unconventional funding. As a result, certain projects such as expanding our vehicle impound and fencing our employee lot have been pushed into the future. Lastly, we also know that our body-worn/fleet camera contract will need to be renewed in 2027 and based on recent research/meetings, our mobile radios (city-wide) need replacing in the next couple of years.

We have learned that the department can operate efficiently when fully staffed at seventy (70) officers, but based on all the variables explained, we struggle to stay close to that number. Considering the police department's needs, this referendum will help buffer staffing challenges similar to those faced over recent years, address mental health challenges, and help our budget address day-to-day needs.

Jeffrey Hingiss
Chief of Police

Phone: (262) 782-6640
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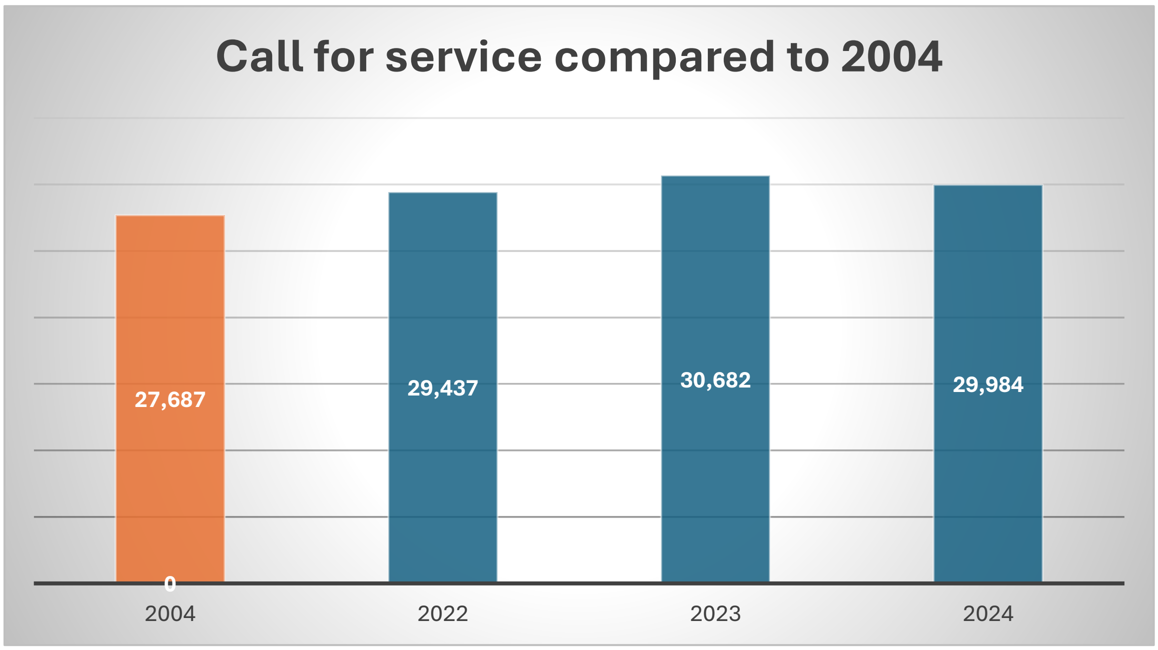
History

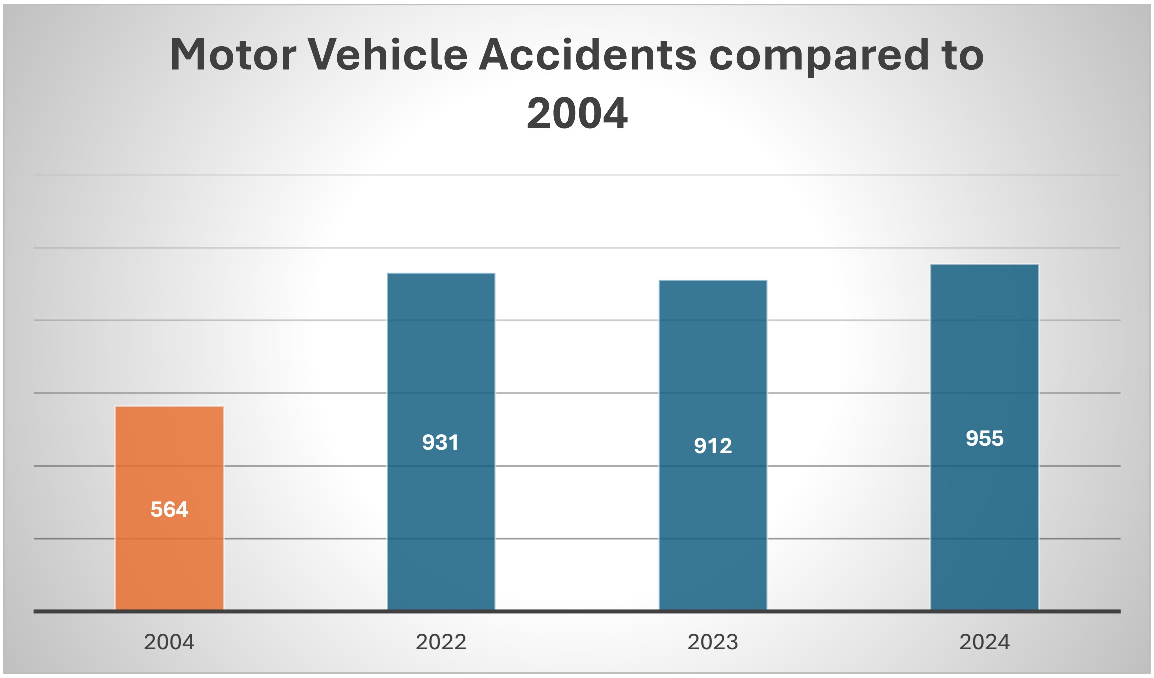
In 2004**,** the police department was budgeted with 74 sworn officers. During the economic downturn of the early 2000s, the police department reduced its budgeted number of officers to as low as 67 sworn officers. By 2024**,** the number of sworn officers slowly increased to 70, throughout this 20-year span, 2004 to 2024, the police department has not experienced a reduction in call for service, but other factors have continued to impact our daily operations.



While the volume of calls has remained steady—or increased—the nature of calls has shifted, becoming significantly more time-intensive and complex. Incidents that now require more time and resources include:

- Motor vehicle accidents
- Critical incidents
- Mental health-related calls
- Domestic violence cases
- Fraud and financial crime investigations

These types of calls often involve lengthy on-scene response, coordination with other agencies, detailed reporting, and in some cases, ongoing follow-up investigations. The decreased staffing, combined with the increasing complexity of calls, has placed a greater strain on officer availability, reducing their ability to remain proactive and responsive across all areas of public safety.



Proactive Policing

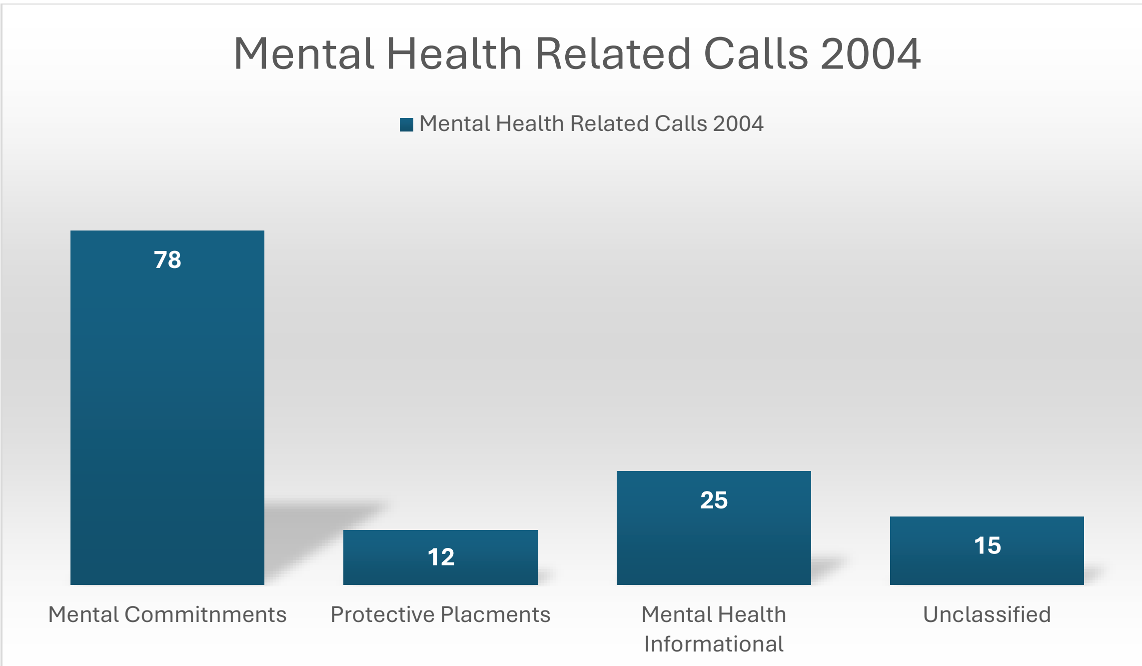
An officer's ability to engage in proactive policing is significantly limited by the volume and complexity of time-intensive calls for service. These calls often require extensive on-scene investigation, follow-up, report writing, and coordination with external agencies. As a result, they reduce the time available for self-initiated activity such as community engagement, targeted enforcement, and preventative patrols.

Common examples of time-intensive calls include:

- Traffic-related complaints
- Theft investigations
- Fraud, identity theft, and financial crimes
- OWI (Operating While Intoxicated) arrests
- Domestic violence incidents
- Mental health-related calls, including:
    - Mental health commitments
    - Wellbeing checks and suicide assessments

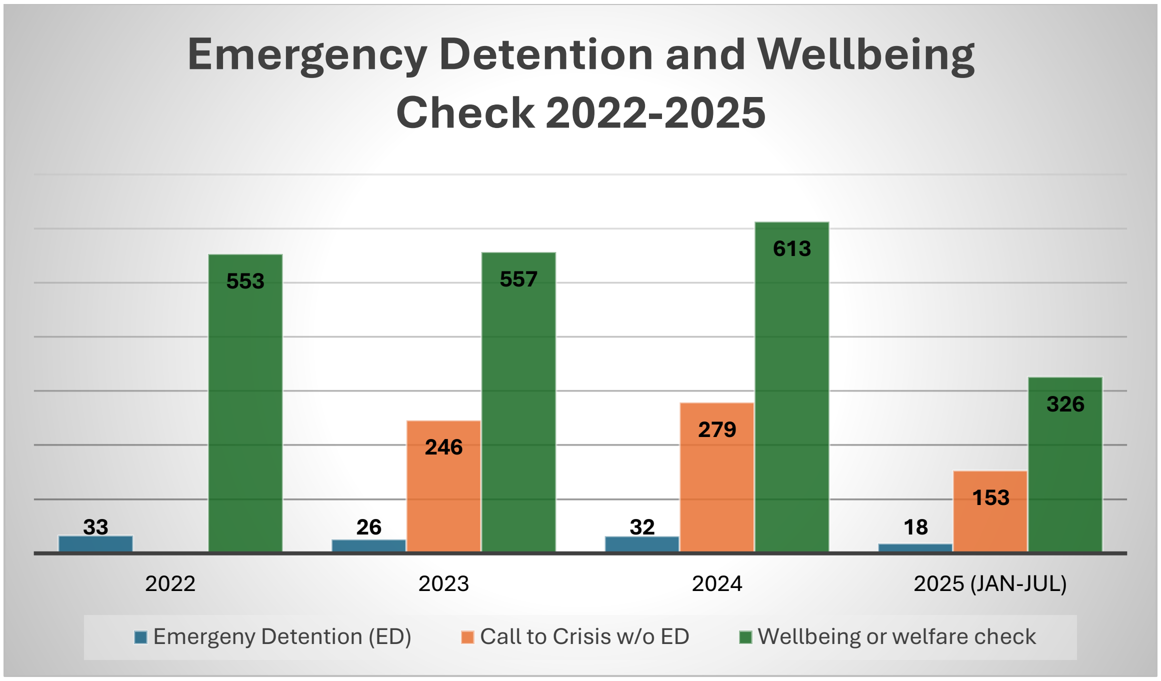
These types of calls are not only resource-demanding but also critical to public safety, often requiring multiple officers and significant time to resolve. When staffing levels are at minimum, the cumulative impact of these incidents leaves less time for proactive policing strategies, which are essential for crime prevention, community trust-building, and long-term public safety outcomes.

Mental Commitments & Wellbeing Checks



In 2004, the Police Department operated under a different Record Management System. The following were included in categories in 2004 that are now summarized in 2025 RMS as either mental commitments or wellbeing checks:

- Mental Commitments (78)- all suicide or emergency detentions
- Protective Placement (12)- protective custody due to aging or disability and all runaway or uncontrollable juvenile
- Mental Health Information (25)- Any well-being check where a commitment was authorized but subject exhibited signs of mental health issues or concerns
- Unclassified (15)- uncategorized mental health calls to include homeless or undetermined MH status
- Since the mid-2010s, Law Enforcement in Waukesha County has worked extensively with Health and Human services to better assess individual needs and to determine proper treatment and emergency placement. In 2023, WCHHS and NBPD began tracking the number of calls to a crisis worker that resulted in Emergency Detention or a safety plan. A crisis worker responds to complete an on-scene assessment and coordinate either placement or a safety plan with police versus 2004 when the decision was left to the officer(s) on scene.



Calls for service related to mental health continue to demand a significant amount of time and resources from officers. These calls often involve multiple stages of response and coordination with external agencies, including:

- Initial contact and investigation
- Coordination with Health and Human Services crisis workers
- Medical clearance at a hospital when required
- Transport and placement at a suitable facility

On average:

- Mental health commitments take approximately 9.5 hours from initial contact to final placement.
- Mental health calls that do not result in immediate transport to a facility or result in a safety plan, still average about 2 hours to resolve.

In addition to mental commitments, officers frequently respond to well-being checks, which are often more frequent and equally taxing on staffing levels. These include:

- Reports of concerning or erratic behavior
- Interactions with homeless individuals
- Assistance requests for aging individuals or those with disabilities

While critical to community safety and well-being, these calls pull officers away from proactive patrol duties and other service demands. The increasing frequency and complexity of these incidents highlight the need for additional resources, improved interagency coordination, and long-term planning around mental health response.

Current Staffing Overview

The department is currently staffed with 70 sworn officers plus one authorized pre-hire intended to fill an anticipated retirement in 2026. However, 9 of these officers are not currently counting towards shift staffing due to the following reasons:

- 4 officers are currently on extended FMLA
  - (2) modified duty along with maternity leave could be as long as 9 months
  - (2) serious injury or illness resulting in extended amount of time on light duty
- 3 officers are currently in field training
  - Minimum of 16 weeks of field training
- 2 officers are attending the academy
  - Expected return in December 2025 however they will need to field train for an additional 16 weeks

In addition, 3 more officers are expected to take FMLA for an extended amount of time on paternity leave before the end of 2025.

These absences have significantly impacted our ability to meet daily minimum staffing levels, leaving patrol units solely responsible for maintaining minimum patrol coverage along with an impact on our overtime budget. Operating at or below minimum staffing reduces officer availability for proactive policing, community engagement, and preventative efforts.

Over the past three years, the department has operated with a shortfall of 5 to 10 sworn personnel due to the reasons stated above, which has either necessitated the reassignment of duties or left several key specialty positions vacant, including:

- Undercover drug or other vice related crime investigator
- Administrative Sergeant
- Training Officer
- K9 Officer
- Other short-term vacancies that shift based on priorities

The inability to staff these positions hinders the efficiency and effectiveness of departmental operations and limits opportunities for officer development and professional growth.

Changes in Policing Since 2004

Since 2004, the role of a police officer has evolved significantly, with growing demands associated with accreditation, technology use, reporting requirements, and mandatory training. These changes, while improving transparency and officer preparedness, also add substantial time and workload to daily operations.

1. Increased Technology Requirements

Officers are now expected to engage with a variety of digital systems that did not exist or were limited in 2004:

- Body-Worn Cameras (BWC) and Fleet Video Systems
    - Require officers to log in, categorize footage, and ensure proper storage for evidentiary and legal purposes.
- Real-Time GIS Data and Information Sharing
    - Officers now operate with real-time intelligence tools for situational awareness and deployment.
- Digital Documentation
    - What was once jotted down in an officer's notebook must now be entered into formal digital reporting systems, increasing documentation time and precision.

2. Expanded Reporting & Legal Demands

- Public Records Requests & Litigation Readiness
    - Increased demand for transparency and open records compliance requires officers to ensure reports, video, and digital records are accurate, well-organized, and legally sound.
- Detailed Report Writing
    - Even minor incidents now require extensive documentation to meet internal, legal, and public expectations. Including review of body worn cameras prior to written documentation to ensure accuracy

3. Mandatory and Specialized Training

Ongoing training requirements have increased both in frequency and complexity. Officers must now complete numerous mandatory annual certifications as well as specialized tactical and situational training, including:

- Use of Force, Firearms Qualification, and Legal Updates (Annual)
- Crisis Intervention Training (CIT)
- Taser, PepperBall, and Less-Lethal Munitions
- Pursuit Intervention Techniques (PIT)
- Rescue Task Force and Active Shooter Response
- Training on Emerging Threats and Trends, such as:
    - New drug trends (e.g., fentanyl safety)

- Human trafficking investigations
- Technology-assisted crimes, including cell phone and digital evidence recovery

These training requirements often pull officers off shift for full days at a time, further impacting staffing and shift coverage. The department has an increasing need for **certified in-house trainers** to manage these requirements cost-effectively and efficiently.

Outlook and Future Needs

To maintain effective public safety and adapt to the increasing complexity of law enforcement, the department must prioritize strategic investments in staffing, specialized units, and technology. The following key areas outline the most critical needs for sustainable operations and long-term service delivery:

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1. Minimum Staffing Enhancements

Current staffing levels only meet minimum patrol requirements, limiting flexibility and proactive policing. Moving forward, overall staffing levels must be increased to ensure:

- **Training Coverage** – Allow officers to attend mandatory and advanced training without depleting patrol strength.
- **Field Training Officers (FTOs)** – Ensure the department continues to develop experienced officers to mentor and field train new officers.
- **Expert Trainers and Specialists** – Support the development of in-house training staff who are specialists to manage increasing certification and readiness demands.

2. Dedicated Traffic Unit

With a noted increase in reckless driving and traffic accidents, the department needs to establish a dedicated traffic enforcement unit to:

- Conduct targeted enforcement operations
- Investigate serious or fatal crashes
- Handle traffic-related community complaints
- Reduce the burden on general patrol officers

3. Specialized Investigators for Financial Crimes & Human Trafficking

The growing complexity and frequency of financial crimes, identity theft, and human trafficking necessitate a dedicated investigator or small unit with specialized training. These crimes often involve:

- Long-term investigations

- Collaboration with state and federal agencies
- Digital evidence collection and analysis

Without dedicated resources, these cases risk delays, limited follow-up, or non-investigation.

4. Technology Modernization

To stay operationally efficient and data-driven, the department must continue to invest in modern technology solutions, including:

- Upgraded Records Management System (RMS) Computer-Aided Dispatch (CAD), and a system that ties the RMS information from other agencies together
- Drone capabilities for tactical support, search and rescue, crash scene mapping, and surveillance
- Tools to enhance digital evidence processing, especially for crimes involving phones, cloud storage, and social media

5. Recruitment and Retention Strategy

With fewer officers reaching long-term tenure, the department must develop strategies to:

- Attract and retain qualified officers, including lateral hires and academy graduates
- Offer professional development opportunities, including promotions and specialty positions, to boost retention
- Adapt to generational workforce changes, focusing on work-life balance, wellness, and career progression

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By addressing these areas, the department can ensure long-term service sustainability, improve officer wellness and readiness, and better serve the community's evolving needs.

Referendum Impact Analysis

Tax Year	2027	2028	2029	2030
Police Total	476,385	500,789	559,161	620,756
Fire Total	1,266,680	1,334,890	1,485,078	1,653,078
Grand Total	1,743,065	1,835,679	2,044,239	2,273,834
New Berlin Assessed Value	7,385,906,400	7,385,906,400	7,385,906,400	7,385,906,400
Tax rate	0.0002360	0.0002485	0.0002768	0.0003079
Increase on Ave Single Family	$ 87.25	$ 91.88	$ 102.32	$ 113.82
% increase	4.74%	4.99%	5.56%	6.18%
Monthly increase	7.27	7.66	8.53	9.49
CURRENT				
Average Value of Single Family	369,700	369,700	369,700	369,700
City Tax Rate	4.977899	4.977899	4.977899	4.977899
City Tax on Ave single family	1,840.33	1,840.33	1,840.33	1,840.33

2031
683,401
1,854,842
2,538,243
7,385,906,400
0.0003437
$ 127.05
6.90%
$ 10.59
369,700
4.977899
1,840.33

REQUESTED ACTION STATEMENT

DATE: September 23, 2025

TO: Common Council

FROM: Mayor Ament
Melissa Beck, Human Resource Director
Ralph Chipman, Finance Director
Rubina Medina, City Clerk

REQUESTED ACTION:

Recommendation to Common Council to authorize the City of New Berlin property coverage to transition from Chubb to MPIC effective October 1, 2025.

FISCAL IMPACT:

The City maintains property insurance coverage to protect against losses. In moving the coverage from Chubb to MPIC the premium dollar change is minimal and can be fluid dependent on the City's assets. However, the current renewal from Chubb is at $169,065 and the proposal from MPIC is at $145,355.

Although there is some cost savings with moving to MPIC, the purpose of the transition is to allow better management of the coverages to protect the City from catastrophic losses.

RATIONALE:

The City of New Berlin has been with Chubb for many years. We have been working on improving our property and liability coverage and feel that moving our property coverage to MPIC will allow us to better manage and insure the City's assets to protect the City from catastrophic losses. MPIC is a Wisconsin based company that works only with Municipalities. In working closely with CVMIC they understand the operations and needs of municipalities and will provide us with valuable tools and resources to manage our risk moving forward.

ATTACHMENTS:

MPIC Proposal
Chubb renewal

MarshMcLennan Agency

Business Insurance Proposal for
City of New Berlin

September 01, 2025 to September 01, 2026

Marsh & McLennan Agency Service Team

Title	Name/Email	Phone Number(s)
Client Executive	Jesse Bewer jesse.bewer@MarshMMA.com	262-439-2168 262-408-3749 (Cell)
Commercial Account Manager	Shelley Paquin Shelley.paquin@MarshMMA.com	262-796-8802
Commercial Service Representative	Renee Senso renee.senso@MarshMMA.com	920-225-6882
Claims Manager & WC Specialist	Lisa Vildberg lisa.vildberg@MarshMMA.com	262-796-8821
Sr. Risk Control Specialist (Construction)	Bruce Morton bruce.morton@MarshMMA.com	262-796-8808 262-408-8828 (Cell)
Director of Risk Management	Tony Prospero tony.prospero@MarshMMA.com	262-797-6284

NAMED INSUREDS

City of New Berlin

LOCATIONS

Location #	Address	City	State	Zip
1	3805 S. Casper Drive	New Berlin	WI	53151
2	16300 W. National Avenue	New Berlin	WI	53151
3	16250 W. National Avenue	New Berlin	WI	53151
4	16260 W National Avenue	New Berlin	WI	53151
5	1722 S. Sunnyslope Road	New Berlin	WI	53151
6	19885 W. National Avenue	New Berlin	WI	53151
7	New Fire Station - 5120 S Racine Avenue	New Berlin	WI	53146
8	5161 S. Sunnyslope Road	New Berlin	WI	53151
9	2600 S. Calhoun Road	New Berlin	WI	53151
10	16550 W. National Avenue	New Berlin	WI	53151
11	19765 W. National Avenue	New Berlin	WI	53151
12	19760 W. National Avenue	New Berlin	WI	53151
13	19750 W. National Avenue	New Berlin	WI	53146
14	2600 S. Sunnyslope Road	New Berlin	WI	53151
15	14750 W. Cleveland Avenue	New Berlin	WI	53151
16	15105 Library Lane	New Berlin	WI	53151
17	13175 W. Graham Road	New Berlin	WI	53151
18	14900 W. Overland Trail	New Berlin	WI	53151
19	1700 S. 165 Street	New Berlin	WI	53151
20	5400 S. Calhoun Road	New Berlin	WI	53151
21	5051 S. Sunnyslope Road	New Berlin	WI	53151
22	2130 S. Sunnyslope Road	New Berlin	WI	53151
23	3615 S. Cottonwood Road	New Berlin	WI	53151
24	16100 W. Rodgers Drive	New Berlin	WI	53151

25	12400 Crawford Drive	New Berlin	WI	53151
26	16450 W. National Avenue	New Berlin	WI	53151
27	5155 S. Sunnyslope Road	New Berlin	WI	53151
28	3845 S. Casper Drive	New Berlin	WI	53151
29	5150 S. Small Road	New Berlin	WI	53151
30	3711 S. Casper Drive	New Berlin	WI	53151
31	16530 W. National Avenue	New Berlin	WI	53151
32	5100 S. Small Road	New Berlin	WI	53151
33	6060 S. Lowell Place	New Berlin	WI	53151
34	15450 S. Rockridge Road	New Berlin	WI	53151
35	20685 W. National Avenue	New Berlin	WI	53151
36	2345 S. 179th Street	New Berlin	WI	53151
37	12625 Grange Avenue	New Berlin	WI	53151
38	15454 W. Rockridge Road	New Berlin	WI	53151
39	2950 S. Sunnyslope	New Berlin	WI	53151
40	18100 Rogers Drive	New Berlin	WI	53151
41	4699 Sovereign Drive	New Berlin	WI	53151
42	17501 Cleveland Avenue	New Berlin	WI	53151
43	4950 S. Moorland Road	New Berlin	WI	53151
44	4101 Racine Avenue-Cemetery	New Berlin	WI	53146
45	4395 S. Regal Drive-Park	New Berlin	WI	53151
46	19575 W. National Avenue	New Berlin	WI	53146
47	15010 W. Library Lane	New Berlin	WI	53151
48	6140 S. Racine Place	New Berlin	WI	53151
49	6181 S. Linnie Lac Court	New Berlin	WI	53151
50	2727 132nd Street #A	New Berlin	WI	53151
51	3700 S. Racine Avenue-Cemetery	New Berlin	WI	53146
52	17455 W. Liberty Ln Stigler Nature Preserve	New Berlin	WI	53151
53	3250 Acredale Dr. Deer Creek Sanctuary	New Berlin	WI	53151
54	5780 S. Frances Dr. Kelly Lake Park	New Berlin	WI	53151
55	PITO/CE	New Berlin	WI	53151
56	14201 W. Kostner Lane.-Park	New Berlin	WI	53151
57	13301 W. Linfield Drive-Park	New Berlin	WI	53151
58	13200 W. Crawford Dr. Park	New Berlin	WI	53151

59	Valley View Pumphouse #10	New Berlin	WI	53151
60	13405 W. Eagle Trace-Park	New Berlin	WI	53151
62	Veterans Memorial	New Berlin	WI	53151
63	13200 W. Maple Ridge Road-Park	New Berlin	WI	53151
64	4000 S. Casper Drive	New Berlin	WI	53151
65	3610 Michelle Witmer Drive and 2600 Calhoun Road	New Berlin	WI	53151
66	15025 W. Library Lane	New Berlin	WI	53151
67	15321 West National Ave	New Berlin	WI	53151

BLANKET PROPERTY

Named Insured: City of New Berlin
Company Name: Federal Insurance Company
Policy Term: 09/01/2025 - 09/01/2026

Blanket Description	Blanket Amount	Deductible	Co-ins %	Valuation	Cause of Loss
Combined Bldg & Per Prop	$131,329,455 ($128,508,882)	$25,000	100	Replacement Cost	Special (Including Theft)
Outdoor Property	$25,000,000	$1,000	100	Replacement Cost	Special (Including Theft)
BI & EE	$5,000,000	24 Hours			Special (Including Theft)

Coinsurance: 100%

Chubb's policy form is a combined Business Interruption/Extra Expense form

Sublimits:

- Surface Water/Inundation Back-up and Mudflow
  - Not In Flood Zone A
    - $1,000,000 - Limit
    - $25,000 Deductible
    - 72 Hour Wait Period
    - Applies to Locations
    - 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,12,13,14,15, 17, 18, 21, 22, 25, 26, 27, 28, 30, 31, 36, 44, 46,48, 50
  - Located in Flood Zone A
    - $25,000 – Limit
    - $100,000 Deductible
    - Applies to Locations
    - 20/1, 20/2, 20/3, 29/1, 33/1, 34/1,35/1, 37/1,45/1
  - Located in Flood Zone A
    - $1,000,000 - Limit
    - $100,000 Deductible
    - 72 Hour Wait Period
    - Applies to Locations
    - 16, 19, 23, 24, 29, 38, 39, 40, 41, 42, 43, 47, 49

COMMERCIAL PROPERTY

Named Insured: City of New Berlin
Company Name: Federal Insurance Company
Policy Term: 09/01/2025 - 09/01/2026

Value: Replacement Cost
Cause of Loss: Special Form (Including Theft)
Deductible: $25,000 * $100, **$250,000 at 15333 W. National Ave.
Property in the Open Deductible: $25,000

Location	Type of Building	Building Value	Business Property	Property in the Open	EDP
3805 S Casper Drive		$14,317,000	$1,457,128	$ 21,746	$443,492
16300 W. National Ave.	Scorer's Hut	$23,808	$2,574	$2,461,354	
	Concession Stand	$32,248			
	Police Department		$349,859		
	Safety Bldg.	$29,293,200	$1,730,947		$646,213
	Soccer Shed *	$23,808	$2,574		
	Park Shelter	$255,360			
	Police dept-911 system		$349,859		
16250 West National Ave.	Park Shelter				
	Utility Garage	$1,520,593	$108,073		
16260 W National Ave.	Fire Station	$4,109,700	$321,450		
1722 South Sunnyslope Road	Fire Station #2	$2,029,100	$221,135		
19885 W National Ave.	Parks/Rec	$1,277,200	$275,828		
5120 S Racine Ave.	Fire Station	$2,657,400	$273,620		
5161 Sunnyslope Road	Fire Station	$2,173,300	$273,620		
2600 Calhoun Road	Fire Station	$1,733,357	$427,751	$1,602,397	
16550 W. National Ave.	City Garage	$1,050,600	$381,802		
	Shop	$2,770,700	$370,635		
	Storage Dome	$301,352			
	Storage Dome	$406,651	$87,913		
	Highway Dept.	$69,030	$3,196		
19765 W. National Ave.	HS-Carriage	$37,950	$19,273	$91,319	
	HS-Log Cabin	$75,790	$6,224		
	HS-House	$124,444	$23,195		
	School House	$149,874	$9,030		
	Cupola	$22,554			
19760 W. National Ave.	House Weston	$308,344			
	Garden Shed	$29,865			
	Greenhouse	$29,198			
	Barn Weston	$68,311			
	Shed Weston	$1,262			
19750 W. National Ave.	Baptist Church	$672,918			
2600 S Sunnyslope Road	Hickey Grove School	$10,598,700	$874,592	$91,837	
14750 W Cleveland Ave.	Community Center	$4,884,260	$133,710		
15105 Library Lane	Public Library	$17,829,300	$5,188,105		
13175 W Graham Road	Golf Course	$1,946,700	$302,109		
	Pump House	$135,631	35,009		
	Restroom	$18,575			

	Maintenance Building	$255,772	$44,960		
14900 W Overland Terrace	Lions Park	175,184	$1,761	$534,164	
1700 S. 165th St	Buena Park	$33,588	$1,368	$573,905	
5400 S. Calhoun	Calhoun Park-Warming Shelter	$32,549		$500,502	
	Restroom	$73,758	$2,341		
	Storage Shed	$9,010			
5051 S. Sunnyslope Road	Valley View Park-Restroom	$73,758	$2,341	$819,867	
	2nd Restroom	$174,672	$2,435		
2130 S. Sunnyslope Road	Forest View Pumphouse	$60,365	$96,537		
3615 S. Cottonwood Road	Glen Park-Pumphouse	$104,556	$100,781		
1610 W. Rodgers Drive	Pumphouse	$407,365	$281,144		
12400 Crawford Drive	Pumphouse	$604,821	$100,4074		
16450 West National Avenue	Well #7 Office	$402,633	$50,670	$2,861	
5155 S. Sunnyslope Road	Valley View Pump House	$278,211	$188,832		
3845 Casper Drive	FD Training Tower	$399,908		$11,900	
5150 S. Small Road	Parks Storage Building	$27,921			
3711 S. Casper Drive	Cold Storage	$83,813	$49,215		
	Recycling Shed	$5,665	$3,155		
	Recycling Storage	$57,107			
16530 W. National Avenue	Parks & Recs Garage	$1,174,200	$299,175		
5100 S. Small Road	Soap Box Derby Garage	$34,440	$7,522		
6060 S. Lowell Place	Kelly Pointe Lift Station	$21,731	$425,213		
15450 S Rockridge Road	Water Tower #3	$112,464	$873,988	$1,489,142	
20685 W. National Avenue	Quarry Park-Storage	$464,370			
	Office	$575,948			
2345 S. 179th Street	Jacob's Ridge Lift Station #13	$135,077	$423,343		
12625 Grange Avenue	Grange Avenue Pump Station	$461,576	$280,659		
15454 W. Rockridge Road	Pumphouse #10	$278,211	$124,226		
2950 S. Sunnyslope	Pro Health Care Park	$219,850	$10,099	$288,040	
18100 Rogers Drive	Westward Manor-Lift Station	$871,120	$9,258		
4699 Sovereign Drive	Regal Manor West Lift Station	$774,314			
17501 Cleveland Avenue	Lift Station	$696,474			
4950 S. Moorland Road	Westridge	$11,454			
4101 Racine Avenue	German Evangelical Lutheran	$361,773			
4395 S. Regal Drive	Regal Park			$151,966	
19575 W. National Avenue	Winton/Youmans House	$194,661	$20,817		
15010 W. Library Lane	Pergola	$251,502			
6140 S. Racine Place	Linnie Lac #1			$2,861	
6181 S. Linnie Lac Court	Linnie Lac #2			$2,861	
2727 132nd Street #A	Underground PRV			$2,861	
3700 Racine Avenue	Gateway Signs			$82,526	
17455 Liberty Lane	Foot Bridge			$14,219	
3250 Acredale Drive	Park Sign			$4,996	
5780 S. Frances Drive	Park Sign			$2,483	
PITO/CE				$15,488,174	
Items in Squad Cars				$22,410	
14201 W Kostner Lane	Gatewood Park			$92,471	
13301 E Linfield	Weatherstone Park			$163,007	
13200 W. Crawford	Biwer Park			$84,645	
Moorland Road Lift Station					
Valley View Pumphouse	Rock Ridge			$2,519	
13405 W. Eagle Trace	High Grove Park			$141,378	

Veterans Memorial				$119,081	
13200 W. Maple Ridge Road	Maple Ridge Park			$108,732	
4000 S. Casper Drive	Utility Building	$4,783,654			
3610 Michell Witmer Drive and 2600 Calhoun Road	Ice Rink			$22,090	
15025 W Library Lane	Restrooms/Concession Stand	$389,674	$11,124	$1,716	
15321 W. National Ave. (not included in the blanket coverage)	Building **	$3,670,920	$511,653		

$250,000 BLANKET LIMIT OF INSURANCE – CHUBB GROUP

The automatic blanket limit applies to:

Accounts Receivable
Electronic Data Processing Property
Fine Arts
Leasehold Interest - Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest
Leasehold Interest - Undamaged Tenants' Improvements & Betterments
Non-Owned Detached Trailers
Outdoor Trees, Shrubs, Plants or Lawns
Pair and Set
Personal Property of Employees
Public Safety Service Charges
Research and Development Property
Valuable Papers

The Blanket Limit of Insurance applies over all of the coverage's shown above and may be apportioned at the time of loss. This Blanket Limit of Insurance applies separately at each covered premises shown in the Declarations and is subject to the Property Deductible specified in the Declarations

EQUIPMENT FLOATER

Named Insured: City of New Berlin
Company Name: Federal Insurance Company
Policy Term: 09/01/2025 - 09/01/2026

Limits	Coverage Description
$12,752,968 ($12,491,512)	Property covered at all locations

List on File

Additional Coverages

Description	Deductible
Loan/Leased Equipment ($200,000 included in the mobile equipment limit)	$1,000

SCHEDULED PROPERTY

CITY SIGNS

Item Description	Value
Gateway sign-National	$12,000
Gateway sign-Racine North of I-43	$12,000
Gateway sign-Brookfield	$12,000
Gateway sign-Calhoun South of Greenfield	$12,000
Gateway sign-Cleveland East of Springdale	$12,000
Gateway sign-Moorland South of Greenfield	$12,000
Total Value	**$72,000**

SCHEDULED PROPERTY

Description	Limit
Mobile Equipment Schedule: Emergency Response Equipment in Trailer (included in the equipment schedule)	$75,000

MISCELLANEOUS COVERAGES

Named Insured: City of New Berlin
Company Name: Federal Insurance Company
Policy Term: 09/01/2024 - 09/01/2025

SPECIAL MULTI-PERIL

Description	Additional Coverages
K-9 Dogs	2011 German Shepard--Patrol Narcotics trained $13,000

Deductible $25,000

Coverages:

Chubb will pay for death or destruction of live animals which you own, or which are owned by others and in your care, custody or control directly resulting from a named peril, not to exceed the applicable Limit of Insurance for Live Animals shown in the Schedule above.

Chubb will pay for the theft of live animals which you own, or which are owned by others and in your care, custody or control, not to exceed the applicable Limit of Insurance for Live Animals shown in the Schedule above.

Chubb will pay for death or destruction of live animals directly resulting from or made necessary by actions by a civil authority in an attempt to avoid further loss or damage caused by or resulting from a named peril or theft

PREMIUM SUMMARY

Named Insured: City of New Berlin

	2024-2025 Premium	2025-2026 Premium
Property	$ 159,745	$169,065 with Terrorism $164,032 without Terrorism

Note: Terrorism was accepted last year.

This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date.

PREMIUM PAYMENT PLAN

- Chubb – direct bill installments -10 Pay, 25% down and 9 equal installments

POLICY DELIVERY

- Policies emailed

A.M. BEST FINANCIAL RATINGS

Insurer	Best's Rating	Financial Size	Coverage
Federal Insurance Company	A++	XV	Package

A.M. Best is the leading provider of ratings, news, data and financial information for the insurance industry. The ratings A.M. Best assigns are independent opinions based on a comprehensive evaluation of the company's balance sheet strength, operating performance and business profile. They are not a warranty of a company's financial strength to meet either its obligations to policyholders or its financial obligations.

Marsh McLennan Agency does not guarantee the financial solvency of any insurance carrier, regardless of rating.

The first component of the rating provides an opinion of an insurer's financial obligations to policyholders. The second component, financial size category, is simply an indication of the company's policyholder's surplus.

Rating	Description
A++, A+	Superior
A and A-	Excellent
B++, B+	Very Good
B and B-	Good
C++ and C+	Fair
C and C-	Marginal
D	Below Minimum Standards
E	Under State Supervision
F	Liquidation

Financial Size Category	Adjusted Policyholder's Surplus ($000's)
Class I	Up to $1,000
Class II	1,000 to 2,000
Class III	2,000 to 5,000
Class IV	5,000 to 10,000
Class V	10,000 to 25,000
Class VI	25,000 to 50,000
Class VII	50,000 to 100,000
Class VIII	100,000 to 250,000
Class IX	250,000 to 500,000
Class X	500,000 to 750,000
Class XI	750,000 to 1,000,000
Class XII	1,000,000 to 1,250,000
Class XIII	1,250,000 to 1,500,000
Class XIV	1,500,000 to 2,000,000
Class XV	2,000,000 to More

CLIENT AUTHORIZATION TO BIND COVERAGE

☐ Please bind coverage based upon your proposal, as presented.

OR

☐ Please bind coverage based upon your proposal, with the following changes/options:

The following must be met as a condition of binding:

- Signed Authorization to Bind Coverage
- Signed Terrorism Form
- Signed statement of Values

I have recieved the information provided and understand the coverages and/or conditions.

__________________________________ __________________

Client Signature Date

__________________________________ __________________

Agent Signature Date

EXPOSURE DISCLAIMER

NO COVERAGE IS PROVIDED BY THIS SUMMARY, nor can it be construed to replace any provision of the policy.REFER TO THE ACTUAL POLICY for complete information on the coverages provided. If there is a conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL GOVERN.

This summary is for illustration purposes and is only a brief outline of coverages. Please refer to your insurance policy(ies) for all coverages, rates, terms, conditions and e xclusions. This summary does not amend or alter the insurance contract.

In evaluating your exposures to loss, we are dependent upon information provided by you. You ultimately choose the values elected. If there are any areas that need to be evaluated prior to binding coverage, or should any of your exposures change after coverage is bound, such as the beginning of new operations, hiring employees in new states, buying additional property, autos, equipment, etc., please let us know so coverage can be discussed.While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

In order to ensure that your important changes are properly communicated, the binding or altering of coverage must be confirmed in writing by agency personnel.

The changes in exposure that have an impact on your insurance program include, but are not limited to, those listed below:

1. Changes to any operation such as expansion to another state, new products, etc
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements
4. Circumstances which may require an increase in liability insurance limits
5. Any changes to fire or theft protection, suc has installation or disconnection of sprinkler system, burglar alarms, etc. This includes alterations to same
6. Any changes to scheduled equipment such as contractors' equipment, computer equipment, etc.
7. Property, of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.
9. Any new exposures or plans for foreign travel or operations

Your insurance program will only be as good as the communication between your organization and Marsh McLennan Agency.

Compensation Disclosure

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: **Leading the Way in Transparency | Marsh**. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.

- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at **https://www.marshmma.com/us/compensation-guide.html**.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed one times annual revenue, and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

MPIC Quote

Proposal #: 48-10817-26-001

Agent: Ben Rank

Item I. Named Insured and Principal

Address:
City of New Berlin
3805 S Casper Drive
New Berlin, WI 53151

Contact: Melissa Beck
Phone: (262) 797-2447

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 9/1/2025, and expires at 12:01 A.M., 9/1/2026.
These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Coverages:

Coverage	Valuation	Deductible	% Ded	TIV	Rate	Annual Premium
Building	Replacement Cost	$25,000		$126,844,662	.069	$87,470
Personal Property	Replacement Cost	$25,000		$16,623,683	.069	$11,463
Scheduled Personal Property	Replacement Cost	$25,000		$97,410	.069	$64
Property in the Open	Replacement Cost	$1,000		$24,835,667	.09	$22,336
Contractors Equipment > $25,000	New Replacement Cost	$2,500		$10,385,632	.2089	$21,697
Contractors Equipment < $25,000	See Endorsement	$2,500		$1,383,474		$0
Business Income Schedule **Attached**	Standard	$25,000		$2,500,000	.0276	$690
Golf Courses Schedule **Attached**	See Endorsement	$2,500		$150,000	1.0009	$1,501
Pedestrian Bridges Schedule **Attached**	See Endorsement	$5,000		$231,944	.0611	$134

Total Annual Premium **$145,355** **Billed to Insured**

Item IV. Forms and Endorsements made part of this policy at time of issue:

Form (Edition Date)	Description
MPIC 002Q(1123)	Declaration Pages
MPIC 002ENDT(1123)	Variable Coverage Schedules
MPIC 004(1123)	Statement Of Values
MPIC 004SPP(0324)	Statement Of Values - Scheduled Personal Property
MPIC 004P(1123)	Statement Of Values - PITO
MPIC 004CE(1123)	Statement Of Values - Contractors Equipment
MPIC 001(1124)	Policy Form
MPIC 006(0419)	Joint Loss Agreement
MPIC 007(1123)	Loss Payable Endorsement
MPIC 008(0419)	TRIA Cap on Losses Endorsement
MPIC 101(0522)	Business Income Endorsement
MPIC 205(1020)	Pedestrian Bridge Coverage Endorsement
MPIC 300(0120)	Contractors Equipment New Replacement Cost
MPIC 400(1123)	Golf Course Ground Coverage Endorsement
MPIC-506(06/16)	Coverage of Computer-Related Losses Endorsement
MPIC 510(0119)	Tax Lien Property Endorsement
MPIC 511(0419)	Leased Property Endorsement
MPIC 900(0620)	MPIC Claim Reporting Information
MPIC 901(0620)	Loss Reporting Form

DECLARATIONS
MUNICIPAL PROPERTY INSURANCE COMPANY
Variable Coverage Schedules

Accounts Receivable	
Blanket	$250,000
Total	**$250,000**

Business Income	
Blanket	$2,500,000
Total	**$2,500,000**

Golf Course Grounds	
New Berlin Hills Golf Course	$150,000
Total	**$150,000**

Pedestrian Bridge	
Buena Park - Foot Bridge	$45,780
Calhoun Park - Foot Bridge	$123,218
Pro Healthcare Park Shelter & Restroom - Footbridge	$22,890
Stigler Nature Perserve - Foot Bridges	$11,444
PITO Throughout City - Foot Bridge	$11,445
Biwer Park - Wood Bridge	$5,722
High Grove Park - Wood Bridge	$11,445
Total	**$231,944**

Pier and Wharf	
Calhoun Park - Fishing Pier	$16,731
Regal Park - Fishing Pier	$8,704
Total	**$25,435**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
001		***City Hall***					
	001	City Hall 3805 S Casper Drive, New Berlin,WI 53151				$13,900,000	$1,414,687
		Property in the Open					$21,746
		City Hall (001) Total				**$13,900,000**	**$1,436,433**
002		***Malone Park***					
	001	Shed 16300 W National Ave-Malone Park, New Berlin,WI 53151				$23,115	$2,499
	002	Concession Stand 16300 W National Ave-Malone Park, New Berlin,WI 53151				$31,309	$0
	003	Soccer Shed 16300 W National Ave-Malone Park, New Berlin,WI 53151				$23,115	$2,314
	004	Public Safety Building 16300 W National Ave-Malone Park, New Berlin,WI 53151				$28,440,000	$1,680,531
	005	Park Shelter #1 w/canopy 16300 W National Ave-Malone Park, New Berlin,WI 53151				$247,922	$0
		Scheduled Personal Property					$22,410
		Property in the Open					$2,461,354
		Malone Park (002) Total				**$28,765,461**	**$4,169,108**
003		***Utility Garage***					
	001	Utility Garage 16250 W National Ave, New Berlin,WI 53151				$1,476,304	$104,925
		Utility Garage (003) Total				**$1,476,304**	**$104,925**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
004		***Fire Station #1***					
	001	Fire Station #1 16260 W National Ave, New Berlin,WI 53151				$3,990,000	$312,087
		Fire Station #1 (004) Total				**$3,990,000**	**$312,087**
005		***Fire Station #2***					
	001	Fire Station #2 1722 S Sunnyslope Rd, New Berlin,WI 53151				$1,970,000	$214,694
		Fire Station #2 (005) Total				**$1,970,000**	**$214,694**
006		***Historic Museum***					
	001	Historic Museum 19885 W National Ave, New Berlin,WI 53151				$1,240,000	$289,147
		Historic Museum (006) Total				**$1,240,000**	**$289,147**
007		***Fire Station #3***					
	001	Fire Station #3 5120 S Racine Ave, New Berlin,WI 53151				$2,580,000	$267,794
		Fire Station #3 (007) Total				**$2,580,000**	**$267,794**
008		***Fire Station #4***					
	001	Fire Station #4 5161 S. Sunnyslope Rd, New Berlin,WI 53151				$2,110,000	$265,650
		Fire Station #4 (008) Total				**$2,110,000**	**$265,650**
009		***Tower #1***					
	001	Tower #1 2600 S. Calhoun Rd, New Berlin,WI 53151				$1,682,861	$415,292
		Tower #1 (009) Total				**$1,682,861**	**$415,292**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
010		***Highway Department***					
	001	City Garage -Annex East Garage 16550 W National Ave, New Berlin,WI 53151				$1,020,000	$370,682
	002	City Garage Shop & Office 16550 W National Ave, New Berlin,WI 53151				$2,690,000	$359,840
	003	Salt Storage Dome 16550 W National Ave, New Berlin,WI 53151				$292,575	$0
	004	Salt Storage Dome 16550 W National Ave, New Berlin,WI 53151				$394,807	$85,352
	005	Highway Dept CE-Generator Building (listed on dec as location #41) 16550 W National Ave, New Berlin,WI 53151				$67,019	$3,103
		Highway Department (010) Total				**$4,464,401**	**$818,977**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
011		***Historic Society***					
	001	Historic Society Carriage House 19765 W National Ave, New Berlin,WI 53151				$36,845	$18,712
	002	Historic Society Log Cabin 19765 W National Ave, New Berlin,WI 53151				$73,583	$6,043
	003	Historic Society House-Winton-Sprengel 19765 W National Ave, New Berlin,WI 53151				$120,819	$22,519
	004	School House 19765 W National Ave, New Berlin,WI 53151				$145,509	$8,767
	005	Cupola 19765 W National Ave, New Berlin,WI 53151				$21,897	$0
		Property in the Open					$91,319
		Historic Society (011) Total				**$398,653**	**$147,360**
012		***Weston Antique Apple Orchard***					
	001	House 19760 W National Ave, New Berlin,WI 53151				$299,363	$0
	002	Garage 19760 W National Ave, New Berlin,WI 53151				$28,995	$0
	003	Greenhouse 19760 W National Ave, New Berlin,WI 53151				$28,348	$0
	004	Barn 19760 W National Ave, New Berlin,WI 53151				$66,321	$0
	005	Shed 19760 W National Ave, New Berlin,WI 53151				$1,225	$0
		Weston Antique Apple Orchard (012) Total				**$424,252**	**$0**

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
013		***First Free Will Baptist Church***					
	001	First Free Will Baptist Church 19750 W National Ave, New Berlin,WI 53151				$653,318	$0
		First Free Will Baptist Church (013) Total				**$653,318**	**$0**
014		***Hickory Grove School-Hickory Grove Recreation Center***					
	001	Hickory Grove School-Hickory Grove Recreation Center 2600 S Sunnyslope Rd, New Berlin,WI 53151				$10,290,000	$849,118
		Property in the Open					$91,837
		Hickory Grove School-Hickory Grove Recreation Center (014) Total				**$10,290,000**	**$940,955**
016		***New Berlin Public Library***					
	001	New Berlin Public Library 15105 Library Ln, New Berlin,WI 53151				$17,310,000	$5,036,995
		New Berlin Public Library (016) Total				**$17,310,000**	**$5,036,995**
017		***New Berlin Golf Course***					
	001	New Berlin Golf Course 13175 W Graham Rd, New Berlin,WI 53151				$1,890,000	$293,310
	002	Pump House 13175 W Graham Rd, New Berlin,WI 53151				$131,681	$33,989
	003	Restroom 13175 W Graham Rd, New Berlin,WI 53151				$18,034	$0
	004	Maintenance Building 13175 W Graham Rd, New Berlin,WI 53151				$248,322	$43,650
		New Berlin Golf Course (017) Total				**$2,288,037**	**$370,949**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
018		***Lion's Park***					
	001	Lion's Park Restroom 14900 W Overland Trail, New Berlin,WI 53151				$170,082	$1,710
		Property in the Open					$534,164
		Lion's Park (018) Total				**$170,082**	**$535,874**
019		***Buena Park***					
	001	Buena Park Restroom 1700 S 165th St, New Berlin,WI 53151				$32,610	$1,328
		Property in the Open					$573,905
		Buena Park (019) Total				**$32,610**	**$575,233**
020		***Calhoun Park***					
	001	Calhoun Park Warming Shelter- Shelter #3 5400 S Calhoun Rd-Calhoun Park, New Berlin,WI 53151				$31,601	$0
	002	Calhoun Park Restroom 5400 S Calhoun Rd-Calhoun Park, New Berlin,WI 53151				$71,610	$2,273
	003	Storage Shed 5400 S Calhoun Rd-Calhoun Park, New Berlin,WI 53151				$8,748	$0
		Property in the Open					$500,502
		Calhoun Park (020) Total				**$111,959**	**$502,775**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
021		***Valley View Park***					
	001	Valley View Park Restroom 5051 S Sunnyslope Rd, New Berlin,WI 53151				$71,610	$2,273
	002	Valley View Park Additional Restroom 5051 S Sunnyslope Rd, New Berlin,WI 53151				$169,584	$2,364
		Property in the Open					$819,867
		Valley View Park (021) Total				**$241,194**	**$824,504**
022		***Forestview Pump House***					
	001	Forestview Pump House 2130 S Sunnyslope Rd, New Berlin,WI 53151				$58,607	$93,725
		Forestview Pump House (022) Total				**$58,607**	**$93,725**
024		***Rogers Drive Pump House***					
	001	Rogers Drive Pump House 16100 W Rodgers Dr, New Berlin,WI 53151				$395,500	$272,955
		Rogers Drive Pump House (024) Total				**$395,500**	**$272,955**
025		***Green Ridge Pump House***					
	001	Green Ridge Pump House 12400 Crawford, New Berlin,WI 53151				$587,205	$97,483
		Green Ridge Pump House (025) Total				**$587,205**	**$97,483**
026		***Well #7 Pumping***					
	001	Well #7 Pumping 16450 W National Ave, New Berlin,WI 53151				$390,906	$49,194
		Property in the Open					$2,861
		Well #7 Pumping (026) Total				**$390,906**	**$52,055**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
027		***Valley View Pump House Well #8***					
	001	Valley View Pump House Well #8 5155 S Sunnyslope Rd, New Berlin,WI 53151				$270,108	$183,332
		Valley View Pump House Well #8 (027) Total				**$270,108**	**$183,332**
028		***Fire Department Training Tower***					
	001	Fire Department Training Tower 3845 S. Casper Dr, New Berlin,WI 53151				$388,260	$0
		Property in the Open					$11,900
		Fire Department Training Tower (028) Total				**$388,260**	**$11,900**
029		***Parks Storage Building***					
	001	Parks Storage Building 5150 S Small Rd, New Berlin,WI 53151				$27,108	$0
		Parks Storage Building (029) Total				**$27,108**	**$0**
030		***Utility Storage***					
	001	Utility Storage 3711 S Casper Dr, New Berlin,WI 53151				$81,372	$47,782
	002	Recycle Shed 3711 S Casper Dr, New Berlin,WI 53151				$5,500	$3,063
	003	Recycle Storage Building 3711 S Casper Dr, New Berlin,WI 53151				$55,444	$0
		Utility Storage (030) Total				**$142,316**	**$50,845**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
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Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
031		***Streets West Garage***					
	001	Streets West Garage 16530 W National Ave, New Berlin,WI 53151				$1,140,000	$290,461
		Streets West Garage (031) Total				**$1,140,000**	**$290,461**
032		***Soap Box Derby Garage***					
	001	Soap Box Derby Garage 5100 S Small Rd, New Berlin,WI 53151				$31,495	$7,303
		Soap Box Derby Garage (032) Total				**$31,495**	**$7,303**
033		***Kelly Pointe Lift Station #12***					
	001	Kelly Pointe Lift Station #12 6060 S Lowell Pl, New Berlin,WI 53151				$21,098	$412,828
		Kelly Pointe Lift Station #12 (033) Total				**$21,098**	**$412,828**
034		***Water Tower #3***					
	002	Water Tower (750,000 Gallons) 15450 S Rockridge Rd, New Berlin,WI 53151				$1,489,532	$100,000
		Water Tower #3 (034) Total				**$1,489,532**	**$100,000**
036		***Jacob's Ridge Lift Station #13***					
	001	Jacob's Ridge Lift Station #13 2345 S 179th St, New Berlin,WI 53151				$131,143	$411,013
		Jacob's Ridge Lift Station #13 (036) Total				**$131,143**	**$411,013**
037		***Grange Avenue Pump Station***					
	001	Grange Avenue Pump Station 12625 Grange Ave, New Berlin,WI 53151				$448,132	$272,484
		Grange Avenue Pump Station (037) Total				**$448,132**	**$272,484**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
038		***Westridge Pump House #10***					
	001	Westridge Pump House #10 15454 W Rockridge Rd, New Berlin,WI 53151				$270,108	$120,608
		Westridge Pump House #10 (038) Total				**$270,108**	**$120,608**
039		***Pro Healthcare Park Shelter & Restroom***					
	001	Pro Healthcare Park Shelter & Restroom 2950 S Sunnyslope, New Berlin,WI 53151				$213,447	$9,805
		Property in the Open					$288,040
		Pro Healthcare Park Shelter & Restroom (039) Total				**$213,447**	**$297,845**
040		***Westward Manor Lift Station***					
	001	Westward Manor Lift Station 18100 Rogers Dr, New Berlin,WI 53151				$845,748	$8,988
		Westward Manor Lift Station (040) Total				**$845,748**	**$8,988**
041		***Regal Manor West Lift Station***					
	001	Regal Manor West Lift Station 4699 Sovereign Dr, New Berlin,WI 53151				$751,761	$0
		Regal Manor West Lift Station (041) Total				**$751,761**	**$0**
042		***Cleveland Ave Lift Station***					
	001	Cleveland Ave Lift Station 17501 Cleveland Ave, New Berlin,WI 53151				$676,188	$0
		Cleveland Ave Lift Station (042) Total				**$676,188**	**$0**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
043		***Westridge***					
	001	Westridge 4950 S Moorland Rd, New Berlin,WI 53151				$11,120	$0
		Westridge (043) Total				**$11,120**	**$0**
044		***German Evangelical Luthern Church Pioneer Cemetery***					
	001	German Evangelical Luthern Church Pioneer Cemetery 4101 Racine Avenue - Cemetery, New Berlin,WI 53151				$351,236	$0
		German Evangelical Luthern Church Pioneer Cemetery (044) Total				**$351,236**	**$0**
045		***Regal Park***					
		Property in the Open					$151,966
		Regal Park (045) Total				**$0**	**$151,966**
046		***Winton-Youman-Martin House***					
	001	Winton-Youman-Martin House 19575 W National Ave, New Berlin,WI 53151				$188,991	$20,211
		Winton-Youman-Martin House (046) Total				**$188,991**	**$20,211**
047		***15010 W Library Lane***					
	001	15010 W Library Lane 15010 W Library Lane, New Berlin,WI 53151				$244,177	$0
		15010 W Library Lane (047) Total				**$244,177**	**$0**
048		***Linnie Lac #1-West***					
		Property in the Open					$2,861
		Linnie Lac #1-West (048) Total				**$0**	**$2,861**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
049		***Linnie Lac #2-East***					
		Property in the Open					$2,861
		Linnie Lac #2-East (049) Total				**$0**	**$2,861**
050		***Cleveland Ave Underground PRV***					
		Property in the Open					$2,861
		Cleveland Ave Underground PRV (050) Total				**$0**	**$2,861**
052		***Stigler Nature Perserve***					
		Property in the Open					$14,219
		Stigler Nature Perserve (052) Total				**$0**	**$14,219**
053		***Deek Creek Sanctuary***					
		Property in the Open					$4,966
		Deek Creek Sanctuary (053) Total				**$0**	**$4,966**
054		***Kelly Lake Park***					
		Property in the Open					$2,483
		Kelly Lake Park (054) Total				**$0**	**$2,483**
055		***PITO Throughout City***					
		Scheduled Personal Property					$75,000
		Property in the Open					$14,297,398
		PITO Throughout City (055) Total				**$0**	**$14,372,398**
056		***Gatewood Park***					
		Property in the Open					$92,471
		Gatewood Park (056) Total				**$0**	**$92,471**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
057		***Weatherstone Park***					
		Property in the Open					$163,007
		Weatherstone Park (057) Total				**$0**	**$163,007**
058		***Biwer Park***					
		Property in the Open					$84,645
		Biwer Park (058) Total				**$0**	**$84,645**
059		***Valley View Pumphouse #10***					
		Property in the Open					$2,519
		Valley View Pumphouse #10 (059) Total				**$0**	**$2,519**
060		***High Grove Park***					
		Property in the Open					$141,378
		High Grove Park (060) Total				**$0**	**$141,378**
061		***Veteran's Memorial***					
		Property in the Open					$119,081
		Veteran's Memorial (061) Total				**$0**	**$119,081**
062		***Maple Ridge Park***					
		Property in the Open					$108,732
		Maple Ridge Park (062) Total				**$0**	**$108,732**
063		***Utility Building***					
	001	Utility Building 4000 S. Casper Dr., New Berlin,WI 53151				$4,644,324	$0
		Utility Building (063) Total				**$4,644,324**	**$0**
064		***Ice rink***					
		Property in the Open					$22,090
		Ice rink (064) Total				**$0**	**$22,090**

STATEMENT OF VALUES
MUNICIPAL PROPERTY INSURANCE COMPANY
Coverage Amount - $168,304,012

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
065		***Restrooms/Concessions/Storage***					
	001	Restrooms/Concessions/Storage 15025 W Library Lane, New Berlin,WI 53151				$378,324	$10,800
		Property in the Open					$1,716
		Restrooms/Concessions/Storage (065) Total				**$378,324**	**$12,516**
066		***Activity and Rec Center***					
	001	Activity and Rec Center 15321 W National Ave, New Berlin,WI 53151				$16,900,000	$2,000,000
		Activity and Rec Center (066) Total				**$16,900,000**	**$2,000,000**
067		***PITO Throughout City***					
		Property in the Open					$4,222,918
		PITO Throughout City (067) Total				**$0**	**$4,222,918**
068		***Water Tower #2***					
	001	Water Tower #2 (500,000 Gallons) Sunnyslope, New Berlin,WI 53151				$1,748,696	$100,000
		Water Tower #2 (068) Total				**$1,748,696**	**$100,000**

Building Subtotal	$126,844,662
Contents Subtotal	$16,623,683
Property in the Open Subtotal	$24,835,667
Building, Contents and PITO Total	$168,304,012

SCHEDULED PERSONAL PROPERTY
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Department	Replacement Cost
002	***Malone Park***		
	MOTOROLA RADIO		$5,242
	SCIT EQUIPMENT - SHIELDS, TOOLS, CHEMICAL MUNITIONS, AMMUNITION, MEDICAL EQUIPMENT & LESS LETHAL WEAPON.		$17,168
	Malone Park (002) Total		**$22,410**
055	***PITO Throughout City***		
	MOBILE EQUIPMENT SCHEDULE: EMERGENCY RESPONSE EQUIPMENT IN TRAILER		$75,000
	PITO Throughout City (055) Total		**$75,000**
SCHEDULED PERSONAL PROPERTY TOTAL			**$97,410**

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
001	***City Hall***		
	Communication Tower		$21,746
	City Hall (001) Total		**$21,746**
002	***Malone Park***		
	Backstop		$7,566
	Backstop		$3,434
	Backstop, Baseball		$12,924
	Barbeque, Steel		$3,728
	Baseball-3 Diamonds		$119,032
	Basketball Court		$149,260
	Bench,Metal		$5,180
	Benchpark, Wood		$8,256
	Bike Racks		$1,000
	Bleacher, Aluminum		$52,640
	Bleacher, Aluminum 10 ft		$7,296
	Bleacher, Aluminum 21 ft		$3,656
	Charcoal Deposit Bin		$914
	Fence, Chain Link over 10 ft		$6,120
	Fence, Chain Link over 6 ft		$9,350
	Fence, Chain Link over 7 ft		$68,200
	Fence, Chain Link over 8 ft		$18,500
	Goal Soccer		$1,410
	Goal, Basketball Double		$7,258
	Goal, Soccer		$68,664
	Lighting, Al Stigler Parkway		$25,537
	Lighting, Ice Rink		$8,593
	Metal Flagpole		$1,827
	Outdoor Lighting 25 ht/2 lamps		$35,264

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Outdoor Lighting 25 ht/2 lamps		$30,128
	Outdoor Lighting 25 ht/4 lamps		$21,087
	Outdoor Lighting 30 ht /4 lamps		$24,034
	Outdoor Lighting 30 ht/2 lamps		$13,161
	Outdoor Lighting 55 ht/2 lamps		$31,287
	Outdoor Lighting 55'ht/12 lamps		$26,184
	Outdoor Lighting 55'ht/3 laps		$12,031
	Outdoor Lighting 55'ht/4 lamps		$107,640
	Outdoor Lighting 55'ht/5 lamps		$44,901
	Outdoor Lighting 55'ht/6 lamps		$82,845
	Path Lights		$57,672
	Picnic Pavalion, Gazebo		$20,300
	Picnic Table		$43,310
	Playground		$686,741
	Rain Shelter-Picnic Area #2		$16,837
	Scoreboard, Med		$25,847
	Service Panel		$22,153
	Shelter w/table		$1,850
	Street Lighting		$11,046
	Tank, Holding		$8,381
	Tank, Water Below Ground Sti		$11,368
	Tennis Court, four		$346,952
	Transformer		$5,398
	Transformer		$5,398
	Transformer		$5,398
	Transformer, 400 amp/480v 3ph		$5,343
	Volleyball Court		$160,239
	Volleyball Standards		$8,214

Site	Description	Quantity	Replacement Cost
	Malone Park (002) Total		**$2,461,354**
011	***Historic Society***		
	Garbage Cans		$1,334
	Gazebo		$32,877
	Information Kiosk		$4,005
	Park Benches		$1,839
	Picnic Tables		$3,195
	Sidewalk Lamps		$8,010
	Windmill (water pumping)		$40,059
	Historic Society (011) Total		**$91,319**
014	***Hickory Grove School-Hickory Grove Recreation Center***		
	Backstop		$6,875
	Benches		$682
	Fence, Chainlink Under 6 ft		$34,000
	Goal, Basketball Double		$6,741
	Goal, Soccer		$5,722
	Outdoor Lighting		$10,309
	Picnic Tables		$1,775
	Playground Equipment, Plastic		$24,275
	Rock-N-Ride		$1,458
	Hickory Grove School-Hickory Grove Recreation Center (014) Total		**$91,837**
018	***Lion's Park***		
	Backstop		$3,434
	Barbaque, Steel		$2,796
	Basketball Court		$37,770
	Bench, Park Wood		$1,812
	Bleacher, Aluminium		$6,580
	Bleacher, Aluminium 10 ft		$1,824
	Fence, Chainlink 4 ft		$6,580

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Fence, Chainlink 6 ft		$1,360
	Fence, Chainlink 8ft		$3,000
	Garbage Cans		$3,859
	Goals, Soccer		$22,888
	Grill Giant Single Surface		$912
	Information Kiosk		$4,005
	Picnic Pavilion		$16,094
	Picnic Pavilion		$17,071
	Picnic Table		$9,585
	Play Structure		$25,756
	Rock-N-Ride		$1,458
	Sign, Park		$5,550
	Swingset		$3,433
	Tennis Court, four		$346,952
	Volleyball Court		$11,445
	Lion's Park (018) Total		**$534,164**
019	***Buena Park***		
	Backstop		$3,434
	Backstop		$3,434
	Backstop		$3,434
	Barbeque, Steel		$2,330
	Baseball Diamond		$29,758
	Basketball Courts		$170,103
	Bech, Aluminium 21 ft		$3,656
	Bench, Park Wood		$561
	Bleacher Aluminum		$6,136
	Bleacher, Wood		$6,136
	Fence, Chainlink 6ft		$6,715

Site	Description	Quantity	Replacement Cost
	Fence, Chainlink 8ft		$5,000
	Foot Bridge		$45,780
	Goal, Soccer		$5,722
	Picnic Table		$11,785
	Playground Equipment, Modular		$22,950
	Playstructure		$31,433
	Rain Shelter		$16,832
	Rain Shelter		$16,832
	Rock-N-Ride Bronco		$790
	Rock-N-Ride Zebra		$790
	Scoreboard		$2,861
	Sign , Park		$5,550
	Swing-3 Way-End support		$1,189
	Swing-Add A bay		$591
	Tennis Court, Two		$170,103
	Buena Park (019) Total		**$573,905**
020	***Calhoun Park***		
	2500 Gal Steel Holding Tank		$19,497
	Backstop		$3,434
	Backstop		$3,434
	Barbeque, Steel		$3,728
	Baseball Diamond		$44,637
	Basketball Court		$37,770
	Bench, Aluminum 10 ft		$1,824
	bench, aluminum 12 ft		$3,656
	Bench, Park Wood		$2,770
	Benches, Plastic		$2,060
	Bike Rack		$542

Site	Description	Quantity	Replacement Cost
	Bleacher, Aluminum		$6,136
	Charcoal Desposit Bin		$914
	Drinking Fountain		$2,814
	Fence, Chainlink 4ft		$4,550
	Fence, Chainlink 6ft		$1,598
	Fence, Chainlink 8ft		$9,500
	Fishing Pier		$16,731
	Foot Bridge		$123,218
	Goal, Soccer		$17,166
	Picnic Pavillion		$20,692
	Picnic Pavillion		$29,889
	Picnic Table		$15,620
	Playstructure		$41,774
	Playstructure		$27,318
	Rock N Ride		$1,458
	Scoreboard		$1,606
	Sign, Park		$5,807
	Street Lighting		$10,300
	Tank, Holding Steel		$40,059
	Calhoun Park (020) Total		**$500,502**
021	***Valley View Park***		
	Archery Targets		$6,866
	Backstop		$3,434
	Backstop		$3,434
	Barbeque, Steel		$2,330
	Baseball Diamond		$29,758
	Basketball Court, Double		$37,770
	Bench, Aluminum		$3,656

Site	Description	Quantity	Replacement Cost
	Bench, Wood		$10,320
	Bleacher, Aluminum		$16,450
	Bleacher, Wood		$6,136
	Charcoal Deposit Bin		$457
	Disc Golf Baskets		$17,159
	Drinking Fountain		$5,628
	Fence, Chainlink Over 8ft		$6,000
	Flagpole		$4,404
	Goal, Soccer		$62,942
	Picnic Pavalion		$50,582
	Picnic Pavalion		$25,291
	Picnic Table		$12,425
	Playstructure		$39,591
	Playstructure-Metal		$32,421
	Rock-N-Ride		$3,645
	Sign, Park		$5,807
	Soap Box Derby Track		$77,000
	Swing, Belt		$2,822
	Tennis, Court, Four		$353,539
	Valley View Park (021) Total		**$819,867**
026	***Well #7 Pumping***		
	antenna-free standing P7		$2,861
	Well #7 Pumping (026) Total		**$2,861**
028	***Fire Department Training Tower***		
	Fencing, Chainlink 6ft		$11,900
	Fire Department Training Tower (028) Total		**$11,900**
039	***Pro Healthcare Park Shelter & Restroom***		
	Backstop		$12,433
	Barbeque, Steel		$932

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Basketball Court		$61,686
	Bench, Wood		$2,064
	Bleachers, aluminum		$6,580
	Drinking Fountain		$2,814
	Fence, Chainlink 6 ft		$3,060
	Footbridge		$22,890
	Gazebo		$18,651
	Goal, Soccer		$11,444
	Lighting Outdoor		$18,650
	Park Sign		$3,033
	Picnic Tables		$5,680
	Playstructure Small, Medium or large		$111,906
	Swingset		$6,217
	Pro Healthcare Park Shelter & Restroom (039) Total		**$288,040**
045	***Regal Park***		
	antenna L1		$128
	Backstop		$3,434
	Barbeque, Steel		$466
	Baseball Diamond		$14,879
	Basketball Court w/2 Goals		$38,915
	Bench, Aluminum 21 ft		$1,828
	Bleacher, Aluminum 21 ft		$3,290
	Fencing, Chainlink 8 ft		$2,050
	Fishing Pier		$8,704
	Goal, Soccer		$5,722
	Picnic Table		$355
	Playstructure		$25,756
	Rock-N-Ride		$1,716

Site	Description	Quantity	Replacement Cost
	Sign, Park		$2,775
	Swing Set		$1,889
	Volleyball Court		$40,059
	Regal Park (045) Total		**$151,966**
048	***Linnie Lac #1-West***		
	antenna L5		$2,861
	Linnie Lac #1-West (048) Total		**$2,861**
049	***Linnie Lac #2-East***		
	antenna L6		$2,861
	Linnie Lac #2-East (049) Total		**$2,861**
050	***Cleveland Ave Underground PRV***		
	antenna PRV1		$2,861
	Cleveland Ave Underground PRV (050) Total		**$2,861**
052	***Stigler Nature Perserve***		
	Foot Bridges		$11,444
	Park Sign		$2,775
	Stigler Nature Perserve (052) Total		**$14,219**
053	***Deek Creek Sanctuary***		
	Park Sign		$4,966
	Deek Creek Sanctuary (053) Total		**$4,966**
054	***Kelly Lake Park***		
	Park Sign		$2,483
	Kelly Lake Park (054) Total		**$2,483**
055	***PITO Throughout City***		
	Lift Station #1- Reagl Manor W		$106,064
	Station #3 West Ridge LS #10		$946,007
	Alter Sirens -3700 S Racine Ave		$51,505
	Alter Sirens- 3805 S Casper Dr		$51,505
	Alter Sirens-1815 S Sunnyslope		$51,505
	Alter Sirens-19888 W National Ave		$51,505
	Alter Sirens-20610 W Lincoln Ave		$51,505

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Alter Sirens-2600 S Calhourn Rd		$51,505
	Alter Sirens-3500 Glen Park Ct Bk		$51,505
	Alter Sirens-5051 S Sunnyslope		$51,505
	Alter Sirens-5400 S Calhourn Rd		$51,505
	Bench, Park		$344
	EVP System/Sunnyslope-NB Eisenhower		$7,743
	Fire Hydrant		$6,290,883
	Foot Bridge		$11,445
	Gateway sign-Brookfield		$12,000
	Gateway sign-Calhoun South of Greenfield		$12,000
	Gateway sign-Cleveland East of Springdale		$12,000
	Gateway sign-Moorland South of Greenfield		$12,000
	Gateway sign-National		$12,000
	Gateway sign-Racine North of I-43		$12,000
	Lift Station #1 Kelly Point LS #12		$463,621
	Lift Station #4- Westward Man		$157,131
	Lift Station #5- Linnie Lac W		$196,293
	Lift Station #6- Linnie Lac E		$196,293
	Lift Station #7- Valley View		$196,293
	Lift Station #9- Cleveland Ave		$95,753
	Park Sign		$4,966
	PCK Lift Station #2 Jacobs Ridge LS #13		$792,296
	Picnic Table		$7,281
	Tank Water Below Ground Concr-PH#3 1,000,000 gal		$1,497,653
	Tank Water Below Ground Concr-PH#4 290,000 gal		$594,149
	Tank Water Below Ground Concr-PH#7 520,000 gal		$748,819
	Tank Water Below Ground Concr-PH#8 538,560 gal		$748,819
	Traffic Signal-Calhoun/Coffee		$350,000

Site	Description	Quantity	Replacement Cost
	Traffic Signal-Calhoun/Lincoln		$350,000
	PITO Throughout City (055) Total		**$14,297,398**
056	***Gatewood Park***		
	Barbeque, Steel		$160
	Basketball Court w/2 Goals		$14,117
	Bench, Wood		$1,032
	Fencing, Chainlink Under 6ft		$4,562
	Goal, Soccer		$6,639
	Goal, Soccer		$1,681
	Picnic Table		$1,420
	Playstructure		$37,977
	Rain Shelter		$16,832
	Sign, Park		$2,775
	Slide Polywave		$3,387
	Swing Set		$1,889
	Gatewood Park (056) Total		**$92,471**
057	***Weatherstone Park***		
	Barbeque, Steel		$559
	Baseball Backstop, 3 Panel		$4,875
	Basketball Court w/3 Goals		$37,770
	Bench, wood		$630
	Bike Rack		$542
	Contour Bench		$1,384
	Picnic Pavillion		$23,491
	Picnic Table		$1,420
	Play Structure		$84,027
	Sign, Park		$2,775
	Swing Set, 4 Seat		$2,051
	Tables		$3,483

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Weatherstone Park (057) Total		**$163,007**
058	***Biwer Park***		
	Backstop, Baseball		$4,308
	Barbeque, Steel		$559
	Bench, Wood		$263
	Bike Rack		$542
	Court, Baseketball		$13,210
	Park Signs		$1,430
	Picnic Pavillion		$23,569
	Picnic Table		$366
	Playstructure, Plastic		$26,749
	Rock-N-Ride		$1,458
	Sign, Park		$2,775
	Swing Set		$2,051
	Volleyball Standards		$1,643
	Wood Bridge		$5,722
	Biwer Park (058) Total		**$84,645**
059	***Valley View Pumphouse #10***		
	atennas P8 & T2		$256
	Fencing, Chainlink Over 6ft		$2,263
	Valley View Pumphouse #10 (059) Total		**$2,519**
060	***High Grove Park***		
	Backstop, Baseball		$5,046
	Basketball Court w/2 Goals		$24,513
	Picnic Shelter		$24,513
	Picnic Table		$355
	Playstructure		$66,544
	Rock-N-Ride		$4,136
	Sign, Park		$2,775

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	Swing Set		$2,051
	Wood Bridge		$11,445
	High Grove Park (060) Total		**$141,378**
061	***Veteran's Memorial***		
	Bench Park, Wood		$1,350
	Memorial Block		$73,075
	Statue		$44,656
	Veteran's Memorial (061) Total		**$119,081**
062	***Maple Ridge Park***		
	Backstop, Baseball		$12,017
	Basketball Court w/2 Goals		$37,770
	Picnic Pavillion		$20,646
	Picnic Tables		$699
	Playstructure		$25,756
	Rock-N-Ride		$1,458
	Sign, Park		$2,775
	Soccer Goal		$5,722
	Swingset		$1,889
	Maple Ridge Park (062) Total		**$108,732**
064	***Ice rink***		
	Ice rink 2019 Polygilide 32x64 ft		$22,090
	Ice rink (064) Total		**$22,090**
065	***Restrooms/Concessions/Storage***		
	City Center Fire Pit		$1,716
	Restrooms/Concessions/Storage (065) Total		**$1,716**
067	***PITO Throughout City***		
	Street Lights		$3,522,918
	Traffic Light - Sunnyslope & Eisenhower		$350,000
	Traffice Light - Sunnyslope & Grange		$350,000
	PITO Throughout City (067) Total		**$4,222,918**

Site	Description	Quantity	Replacement Cost
PROPERTY IN THE OPEN TOTAL			***$24,835,667***

CONTRACTORS EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
#281 GENIE SCISSOR LIFT SER# GS30P-180242	UTL	$12,500
HWY 103-15 WAUSAU PLOW PAL 32" ROTARY BROOM SER# RBA3210H	HWY	$12,000
HWY 127-15A STRIKER HYDRAULIC BREAKER BAR ATTAMENT FOR NEW HOLLAND COMPACT TRACT LOADER SER#4M10881	HWY	$5,000
HWY108 MITSUBISHI C-25 FORKLIFT SB#18251510 (16550 W NATIONAL)	HWY	$25,000
UTL 247 CONSTRUCTION Y TRAILER	UTL	$15,000
# 447-A 68" GENERAL PURPOSE BUCKET		$663
#282 DOOSAN FORKLIFT G25N-7 SER #FGA14129001941	UTL	$25,000
#447 BOBCAT/TOOLCAT 5600 SER #AH6816226		$140,000
#447-B 48" PALLETT FORKS		$560
#447-C GRAPPLE BUCKET SER#AF0T03787		$3,246
#447-D 66" SBOWBLOWER SER# 718207204		$4,678
#447-F V-PLOW SER# 83901796		$4,058
#447-G 72" DUMP BUCKET SER# 142876		$4,100
#447E SAND AND SALT SPREADER SER# 6602025		$3,887
(HWY 161-15) PR 446 VERMEER MODEL BC1500 BRUSH CHIPPER	HWY	$65,000
1999 UTL GENERATOR (2) PORTABLE	UTL	$4,000
2" PORTABLE MUD PUMPS	UT	$2,750
2" PORTABLE MUD PUMPS	UT	$2,750
2018 ROTARY LIFTL FLEX 419 PORTABLE LIFT MODEL # MCHF419U100		$65,000
2022 KOHLER 175REOZT4 UT285 PORTABLE GENERATOR S/N:5KTUS1720NF573410	UT	$115,000
2022 UTL 275 4" TRASH PUMP	UTL	$47,000
2024 FELLING FT-40-2 HEAVY EQUIPMENT TRAILER S/N:5FTCF3624S1021989	UTL	$1
2024 TORO Z-MASTER ZERO TURN LAWN MOWER S/N:412659609	UTL	$1
2024 VOLVO ECR88 EXCAVATOR W/ BREAKER S/N:VCE00E88A00219412	UTL	$1
27 WISCONSIN ELECTION BAGER BOOKS SER # ON FILE $1,751.41 EACH KEEP AT 3805 CCASPER DRIVE		$47,288
50 GALLON SPRAYER		$3,200
6" FLYGHT UTILITY SUBMERSIBLE PUMP	UT	$2,000
60"LOADER FORKS AND 60"CARRIAGE MOD 300CUF606OM NIN #B936396		$7,124
624L WHEEL LOADER 1DW624LHKLF706276		$180,990
7 WISCONSIN ELECTION BAGER BOOKS POLL SERVERS SER # ON FILE $2,292.95 EACH KEEP AT 3805 CCASPER DRIVE		$16,050
90 PORTABLE RADIOS @ $2,800 EACH		$325,500
ALKOTA 5181 NG PRESSURE WASHER S/N:297606	UTL	$1
ALKOTA PRESSURE WASHER MODEL 5181B-SERIAL# 276866		$10,000
ALUMACRAFT 1236 JON BOAT ACRBR36F21516 (3805 S CASPER)		$5,000
AUTEL EVO II ENTERPRISE 640T DUAL DRONES (2@$8,500)		$17,000
AUTEL EVO MAX 4T DRONES (2@$9,000)		$18,000
AXON BODY 3 CAMERAS (50@$2500)		$125,000
AXON FLEET 3 SQUAD CAMERAS (17@$2,400)		$40,800
B+B 16' TRAILER W/TILT DECK 4L55T2724MF055065		$8,350
BALIEGH PLASMA CUTTING TABLE		$12,000
BALISTIC SHIELDS (QTY 16 @ $1,500)		$24,000
BEHNKE TBCT2016ET W/16' – VIN #F072638 (HEAVY EQUIP TRAILER – COLD STORAGE BLDG. A)		$14,500
BENELLI EBIKES (2@$2000)		$4,000

CONTRACTORS EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
BERLON WTBPPF-48-2 – VIN #102410-25 (HEAVY DUTY FORKS 48" & CARRIAGE-SKID STEER ATTACHMENT – COLD STORAGE BLDG A		$1,250
BLACK CAST II RADAR TRAFFIC COUNTER - AT RECYCLING CENTER		$7,500
BLOWHARD BATTERY EXHAUST FANS (QTY 4)		$13,600
BOSCH CDR TOOL		$45,000
BRAVE 20" ENCLOSED CARGO TRAILER 542BE20ZZLB030461 (3711 S CASPER DR)		$10,890
C-25 FORKLIFT 182-51510		$8,600
CANNON VIDEO CAMERA		$100
CARGO EXPRESS MODEL CE612TA SERIAL #4401C12295A024785		$3,995
CARGO MATE ENCLOSED TRAILER 5NHUBL621CN075493 (NATIONAL AVE)		$13,499
CAT CB1.8 ASPHALT/UTILITY ROLLER #064400961		$47,500
CLUB CAR (GOLF CART AMBULANCE) SD1822-87707		$22,642
CROSSBRACE SHORING		$15,000
DEF-TECH 40MM GRENADE SINGLE LAUNCHER (2@$400)		$800
DELUXE SMALL MILL/DRILL		$2,000
DESKTOP COMPUTERS, LAPTOPS, SWITCHES ETC3805 S. CASPER DR.		$400,000
DESKTOP COMPUTERS, LAPTOPS, SWITCHES ETC16300 W NATIONAL AVE		$250,000
DRAEGAR SCBA W/ FACE PIECE (QTY 30)		$166,950
DS200 ELECTION MACHINES 16@$6,077 EACH		$122,480
ELECTION EQUIPMENT DS450 DS4520073544		$61,660
EMERGENCY REPONSE EQUIPMENT W/TRAILER		$75,000
ERSKINE 900639 – VIN #1173266 (TILT ATTACH-SKID STEER ATTACHMENT – COLD STORAGE BLDG A)		$4,805
ETERRA/84" RZRSICKLEMR SKID STEER ATTACHEMENT 195084-A001-A2570 (16550 W NATIONAL)		$13,422
EXPRESS VOTE ADA VOTING MNACHINES 8 @ $3,530 EACH		$28,240
EXTERNAL RIFLE PLATE CARRIERS (25@1,200)		$30,000
FALCON ASPHALT HOTBOX 10699		$42,000
FD LEICA SCAN STATION PS30 (FOR 3D RECONSTRUCTION)		$90,000
FIRE DEPARTMENT SCBA RIT PACKS (4) @$4,000 EACH		$16,000
FIRE DEPARTMENT SCBA'S (40 PACKS) @ $8,000 EACH		$320,000
FIRE DEPARTMENT TURNOUT GEAR (70 SETS)@ $4000 EACH		$280,000
FIRE SAFETY TRAILER		$45,427
FL# 455 LESCO PROAER 36 LPA36-40005		$12,948
FORD METER #3LATB-1R METER TEST BENCH S/N:A23001	UTL	$1
FRASER GRYO STABALIZED STEDI-EYE BINOCULARS		$4,000
FT# 451 OMMELIFT AERIAL LIFT 10304IML		$141,807
GAS FIRED PRESSURE WASHER 5181 AEUL 297606		$7,895
GATOR 4 X 8 MATS 30 UNITS		$8,500
GLOBE TURNOUT GEAR PANTS & COATS		$133,920
GRAPHTEC CUTTER WITH STAND, BASKET AND ROLLER		$7,000
GREGSON CLARK RDWS-300 #119176-25 (16550 W NATIONAL)		$11,309
GRIZZLE 50 TON PRESS WITH 32 IN EDWARDS BRAKE T27978		$7,500
GRIZZLY G4003G LATHE AND TOOLS SER# 02011084S		$10,000
HANDGUNS (GLOCK 45 WITH HOLOSUN OPTICS) (66@$900)		$59,300
HARDWIRE BALISTIC SHIELDS (QTY 9)		$9,000
HOIST IN SHOP		$6,575
HONDA GENERATOR MODEL EU3000I		$4,000
HUNTER ENGINEERING COMPANY TIRE CHANGER MODEL TCX575 SER#1M1750511		$12,897

CONTRACTORS EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
HW 106-22 WACKER DPU6555		$13,000
HW 151-16 JCB BACKHOE/LOADER 3CX-14FT SER# 24441458		$150,000
HW108-24 C5C1000-50 FORK LIFT CROWN 111133896		$44,168
HW110-NORTON CLIPPER C2024SS WALK BEHIND CONCRETE SAW #12021008		$5,853
HW128-20 EZ SPOT POLE CLAW & ROTATING BASE EZT-000-2834	HWY	$7,789
HW162-16 CATERPILLAR HYD EXCAVATOR MODEL 308E2 SER FJX05506		$160,000
HW166-24 EZ POUR 50 CRAFCO		$26,386
HWY 113-11 TRAILER-ENCLOSED	HWY	$7,580
HWY 102-21 FINN 750 HYDRO-SEEDER TRAILER UNIT	HWY	$48,000
HWY 105-15 HIWAY TGC-18 TAILGATE CONVEYOR/SPREADER SER#420932 (NATIONAL AVE)	HWY	$7,020
HWY 107 AIR COMPRESSOR	HWY	$51,995
HWY 112 LINE STRIPER	HWY	$75,000
HWY 115-11 EXCAVATOR CAT	HWY	$250,000
HWY 116-11 PORTABLE SIGN MESSAGE	HWY	$26,000
HWY 117-11 PORTABLE SIGN MESSAGE	HWY	$26,000
HWY 118 SNOWBLOWER	HWY	$225,000
HWY 120-16 VIRING ANGLE BROOM MODEL VAB72 SER#118922	HWY	$7,995
HWY 121-08 TOPSOIL SHREDDER	HWY	$275,000
HWY 123-08 SKID STEER	HWY	$85,000
HWY 124-08 SKID STEER AUGER	HWY	$5,500
HWY 125-08 COLD PLANER	HWY	$40,000
HWY 126-08 TRAILER	HWY	$5,000
HWY 127-15 NEW HOLLAND COMPACT TRACT LOADED MODEL#C232 SER# NFM404352	HWY	$90,000
HWY 129 PORTABLE PUMP	HWY	$1,999
HWY 132-15 BB ENTERPRISE TRAILER MODEL#BCT2221ET SER# 4L5SA272XFF036304 (NATIONAL AVE)	HWY	$18,000
HWY 135 TRAILER	HWY	$15,000
HWY 136-05 TUB GRINDER	HWY	$750,000
HWY 143 STREET SWEEPER	HWY	$225,000
HWY 144-16 CHILTON TANDEM AXLE TRAILER SER#14DCE1927HC00020	HWY	$30,000
HWY 145 TRAILER RAMP STYLE	HWY	$25,000
HWY 147 GENERATOR	HWY	$7,432
HWY 153 CLEANING	HWY	$21,999
HWY 156-17 JOHN DEERE TRACTOR MODEL#6130M WITH SIDE & REAR MOWER VIN# L06130M844261	HWY	$123,151
HWY 158 ROAD GRADER	HWY	$150,000
HWY 162-2 B&D FABRICATING BUCKET #8917	HWY	$48,000
HWY 164-16 CATERPILLAR 926 M WHEEL LOADER SER#CAT0926MCLTEL02046	HWY	$230,000
HWY 165-19 VERMEER BRUSH CHIPPER & ATTACHMENTS # IVR2181V4K1009389	HWY	$75,000
HWY A111-15 LINDLEY CONCRETE VIBRATOR VIBRA STRIKE II TH15329 (NATIONAL AVE)	HWY	$3,000
HWY GEN2 HONDA GENERATOR SER# EACT1240738 (NATIONAL AVE)	HWY	$1,100
HWY HW159-10 TRAILER	HWY	$25,999
HWY IRONWORKER	HWY	$10,000
HWY LUBE EQUIPMENT ALEMITE	HWY	$15,000
HWY OTHER-WHEEL BALANCER	HWY	$8,500
HWY PORTABLE EQUIPMENT GENERATOR	HWY	$45,000

CONTRACTORS EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
HWY REFLECTOMETER GR3	HWY	$10,000
HWY TIRE CHANGER	HWY	$6,200
HWY WACKER 1 & 2 - NEUSON ASPHALT WALT	HWY	$8,000
HWY148-7 JOHN DEER TRACTORS WITH TIGER TSF75 VIN 1L06130MJHG897710	HWY	$150,000
HWY155-20 JOHN DEERE 624L WHEEL LOADER IDS624LHF70676	HWY	$230,000
HWY157-20 MECALAC EXCAVATOR MODEL #9MW080 SER#MEC09MWRTJ0230080	HWY	$177,394
HWY166-96 CLUB CAR GOLF CART	HWY	$2,500
HWY26-16 TORO MMX8585 MORTAR MIXER WITH PINTEL SER#GX240	HWY	$2,685
HWY27-16 NORTON 24: WALK BEHIND CONCRETE SAW SER#16011007	HWY	$15,500
INCLUDING : $36,159.65 PORTABLE TIFT, (4) ROTARY TIFT MODEL RSLG PORTABTE JACK STANDS $674.995 EACH,		$0
INTOXIMETER PRELIMINARY BREATH TEST DEVICES (30@$500)		$15,000
JOHN DEER FRONT END LOADER 624P 1DW624PALPLX19444		$249,000
KOHLER GENERATOR MODEL #150REZGS SERIAL #	UTL	$75,000
KOHLER GENERATOR MODEL #1750REZT4 SERIAL # 337NGMKL0001 ADDED 12/05/22 (CASPER DR)		$98,227
LANDA PGHW3500 1.110-045-.0 PRESSURE WASHER STEAMER #11100450-104919		$12,459
LASER SPEED MEASURING DEVICES (5 UNITS AT $2,000 EACH)		$18,000
LASER SPEED MEAURING UNITS (QTY 9)		$12,600
MISC LOANED/LEASED EQUIPMENT WITH A $1,000 DEDUCTIBLE		$200,000
NEW HOLLAND 84” LPE BUCKET – VIN #063022 (BUCKET-SKID STEER ATTACHMENT – DPW WEST GARAGE)		$0
NEW HOLLAND C345 COMPACT TRACK LOADER – VIN #NRM456492 (DPW WEST GARAGE)		$86,750
NORTHEASTERN MOTOR COMPANY TRACTOR S/N 10936 FSN 3930005541524YX (TRAM FOR PARADES)		$21,000
PARACLETE ASPIS-X LEVEL III BALLISTIC SHIELD		$8,300
PATROL AND SWAT RIFLES (45 @ $1,700 EACH)		$76,500
PENN ARMS 40MM GRENADE MULTI-LAUNCHER (2@$500)		$1,000
PHILLIPS DEFIBRILLATORS (QTY)23 @ $1,300 EACH)		$29,900
PHILLISD MRX (HEART STATER) SER#US00592211		$15,000
PORTABLE WINCH COMPANY PCW 5000 WITH ACCESSORIES #10181173 (16550 W NATIONAL)		$2,079
POWER COTS-3		$39,456
PR100 CHILTON TRAILER 7X12" FOR BALL DIAMOND VIN# 14DAE1213YC001318		$1,500
PR103 CHILTON TRAILER		$8,000
PR105 CHILTON TRAILER		$8,000
PR107 CHILTON TRAILER		$6,285
PR108 CARRY ON TRAILER MODEL 5X10MGW2K; #4YMUL1013BG08066V200-UASED TO HAUL PR401		$9,600
PR110 INTERSTATE TRAILER		$1,000
PR112-17 B-B TILT UTILITY TRAILER MODEL UT81X12NRT VIN 4L5ST2728HF041708 PR112		$9,000
PR114-17 B-B TILT UTILITY TRAILER MODEL UT81X12NRT VIN 4L5UA1612HF041706 PR114		$5,000
PR115-18 B&B TILTBED TRAILER MODEL #TBCT2214ET SER# 4L5ST2725JF044037		$9,000
PR400-17 TURFCO T3100 WEED SPRAYER VIN W00981		$10,000
PR402 AC/ACC30 FORKLIFT SN#17312654 (2600 W CALHOUN RD)		$5,400

CONTRACTORS EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
PR404 MERCURY OUTBOARD MOTOR/ME 2.5 MH4S SER# OR843931		$857
PR405-19 TORO GROUNDMASTER #405109146		$18,190
PR406-19 GENERAC MAGNUM GENERATOR #7FSPT1826KB679716 & 3004679716		$100,000
PR407 TORO GM7200 SER# 405473092		$19,500
PR407-A ERSKINE 53" SNOWTHROWER 1111527		$6,300
PR407-B TORO GM7210 POLAR TRAC KIT, MODEL 30675 405309190		$17,000
PR423 TORO 5910 MOWER MODEL#31599N VIN# 31400123		$87,986
PR428-15 TORO SAND PRO ONFIELD GROOMER 3040/ MODEL 08703 SER# 315000168 (PARK GARAGE)		$17,000
PR435 BOBCAT SKID STEER MODEL S205-435 (TOTAL $66,100)		$50,900
PR440-16 TORO 30456 SIDE DISCHARGE 60" MOWER SER#31600153		$19,500
PR441-16 TORO WORKMAN GTX GOLF CARTSMODEL 07130 VIN 3160000189 (2300 CALHOURN)		$7,500
PR445-17TORO GROUNDSMASTER 5910 / 31699 INCLS MULCHING KIT VIN 401183632 (2600 W CALHOURN)		$110,000
PR448-20 SKYJACK SJ111-3219 SER #22153250		$10,600
PR449 MODEL T595 T4 BOBCAT COMPACT TRACK LOADER 83NK38803		$57,300
PR449-A 72"DIAMOND ROTARY CUTTER 28096		$11,200
PR449-B 74" BUCKET 005725		$975
PR449-C 72" V-PLOW 083901906		$3,200
PR449-D 66" SNOW BLOWER 712807750		$4,400
PR452 TORO SAND PRO 3040 GROOMER 08703		$21,370
PR453 WRIGHT ZK 61" CUT 131810 GC		$10,800
PR457 TORO GROUNDSMASTER 5900 412474452		$126,000
PR458 BADIT SG75 STUMP GRINDER 523565		$66,000
PRA-420 JOHN DEERE GATOR VUV835R SER#1M0835RATLM030713		$21,356
PRA434-A BOBCAT FORK 48"		$600
PRA450 TRAILER MOUNTED WATERWAGON		$8,000
RADIOS (1 BAY STATION, 6 HANDHELDS, 4 VEHICLES)		$40,000
RC TRAILER /RWT6X12SA SER#56VBE1214KM649184		$3,200
REMINGTON 870 12GA. SHOTGUNS (12@$250)		$3,000
RHINO GPD-45 MULTI-PRO HONDA GAS POWERED 40 STROKE POST DRIVER & ACCESSORIES SN #5003303		$2,893
ROAD WIDENER/FHR SKID STEER ATTACHMENT W/CURB & ROLLER EXTENSION KIT #3640		$76,450
ROBOTEX AVATAR III TACTICAL ROBOT		$27,280
SEWER 747 FR2000 ECO TRAILER JETTER VIN 1S9S22128PD381721		$168,000
SHOP TOOLS		$5,000
SNAP ON COMPUTER CART		$3,500
SPECTRA PRECISION SEWER LASER WITH CASE		$3,600
SPEED ALERT RADAR MESSAGE SIGN		$5,000
SPEED SENTRY SIGNS (3@$5,000 EACH)		$15,000
STANLEY HYDRANT SAVER TOOL MODEL#IW24160 S/N:110822016	UTL	$1
STORAGE CONTAINERS 45" HICUBE TOTAL OF 3 AT $2,345 A PIECE		$14,000
SURE-TRAC TRAILER VIN 5JW1U1414H1155331		$1,898
SW 101-20 PETERBUILT MODEL 220		$320,000
SW 101-20B ELGIN WHIRLWIND SWEEPER		$0
TACTICAL VESTS FOR PATROL AND SWAT (40@$1,500 EACH)		$66,000
TACTICLE VESTS FOR SCIT OPERATORS (QTY 10)		$20,000
TENENT 6100 GARAGE FLOOR SWEEPER S/N:6100-8459	UTL	$1
TENNANT 6100 FLOOR SWEEPER 6100-8459		$21,200

CONTRACTORS EQUIPMENT
MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
TNT 25 INCH SPREADERS (QTY 2)		$9,945
TNT CUTTERS (QTY 2)		$9,279
TNT HYDRAULIC PUMPS (QTY 2)		$9,886
TOOL BOX 45 2BAY25" POWER TOOLBOX - BLUE		$4,500
TORO GM7200 SER # 410432991 LAWN MOWER		$27,428
TOWMASTER T6DT 12' ASPHALT ROLLER TRAILER #W19713		$9,600
TRAILER EMGTR1		$14,018
TRENCH BOX	UT	$85,000
UNITED SHIELDS LEVEL III+ BALLISTIC SHIELD (2@$6,000)		$12,000
UT#261 GENERATOR AT TOWER #3	UT	$10,000
UT#276 4" GODWIN PUMP 210924152	UT	$47,000
UTL HWY 264GEN 264 GENERATOR	HWY	$80,000
UTL 218 SKIDSTEER	UTL	$90,000
UTL 236 BACKHOE	UTL	$160,000
UTL 238 EXACAVTOR	UTL	$75,000
UTL 279 PUMP 4'	UTL	$47,000
UTL 280 - ALLMAND MIGHT LITE PRO IIV LIGHT TOWER SER#08-008871	UTL	$18,000
UTL 283 GENERATOR PORTABLE TRAILER MOUNTED ONAN	UTL	$120,000
UTL 284 GENERATOR-ONAN-ON TRAMONT TRAILER	UTL	$115,000
UTL 296 UTILITY TRAILER - FALCON SA121	UTL	$5,000
UTL 297 TRAILER-TOWNMASTER	UTL	$12,000
UTL 298 TRAILER	UTL	$14,000
UTL 299 FLATBED TRAILER	UTL	$11,000
UTL BREAKER	UTL	$30,000
UTL VALVE OPERATOR	UTL	$2,000
UTL248 HALLMARK TRAILER GR85X24WT4 VIN 575GB2429JH36537	UTL	$35,500
VIRNIG DZR810 84" DOZER BLADE SKID STEER ATTACHMENT #280810		$8,351
VIRNIG PWR72 – VIN #272144 (POWER RAKE-SKID STEER/ATTACHMENT – COLD STORAGE BLDG A)		$11,900
WACHS GUILLOTINE SAW MODEL #29-000-16 S/N:23-2588	UTL	$1
WRIGHT PR464-25 MOWER WZK61 #162824NZ		$13,330
CONTRACTOR’S EQUIPMENT ≥ $25,000		**$10,385,632**
CONTRACTOR’S EQUIPMENT < $25,000		**$1,383,474**
CONTRACTOR’S EQUIPMENT TOTAL		**$11,769,106**

MUNICIPAL PROPERTY INSURANCE COMPANY

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MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562

Policy Provisions

Read the entire policy carefully to determine rights, duties, and what is and what is not “covered.” Several provisions in this policy restrict coverage.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown on the Declarations page. The words “we”, “us” and “our” refer to Municipal Property Insurance Company. Other words and phrases that appear in quotation marks have special meaning. Refer to Section IX, Definitions, and Section IV. Definition of "Contractors Equipment".

In consideration of the provisions of this policy, the payment of premium, receipt of a statement of values, “Property in the Open” schedule and/or contractors equipment detail, we insure those named on the Declaration page for the coverages defined in this policy, during the policy term stated on the Declarations Page.

SECTION I – PERILS “COVERED” Coverage: This policy insures against sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

SECTION II – DEDUCTIBLE

The amount shown as deductible on the Declarations page shall be deducted from the claim for each “occurrence”.

If more than one coverage under this policy applies to the same “occurrence”, then the deductible will be calculated as follows: we will determine which coverage accounts for the largest proportion of the loss, and only the deductible associated with the largest portion of the loss will apply, unless otherwise stated.

SECTION III – AMOUNT OF COVERAGE

With regard to “buildings”, personal property regardless of its location, and “Property in the Open”:

The amount of coverage shall be limited as stated in Sections IV, V and VII.

Unless limited by other provisions of this policy or by endorsement, ”buildings”, personal property, and “Property in the Open”, are subject to an “occurrence” limit of 125% of the Total Insured Value shown on the Statement of Values.

SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE

Subject to the terms, conditions, limitations and exclusions in the policy, this policy covers:

A. “Buildings” and structures listed on the Statement of Values.

B. Non-Owned Property. “Buildings” and structures listed on the Statement of Values for which you may be contractually liable in the event of damage or destruction and which are in your care, custody or control and being used for a legitimate governmental purpose.

C. Personal property you own or are legally responsible for insuring.

D. “Property in the Open”. The amount we will pay for “Property in the Open” is limited to $10,000 per “occurrence”. However, this $10,000 limitation per “occurrence” does not apply to items listed separately on the Statement of Values “Property in the Open” detail list.

E. Leased property improvements and betterments at locations listed on the Statement of Values. In the event improvements or betterments made by you are damaged or destroyed during the term of this policy by an insured peril, our liability will be determined as follows:

   1. If you elect to repair or replace a damaged improvement or betterment, actual repair or replacement must be made as soon as reasonably possible after the loss or damage occurs, but not to exceed two (2) years unless the time is extended in writing by us.

   2. If the improvements or betterments are not repaired or replaced, we will pay a fraction of the original cost of the improvement. The fraction will be proportional to the remaining term of the lease as of the date of loss.

F. The cost of removing debris when “covered” property is destroyed or damaged by an insured peril. However, unless otherwise provided for in this policy, debris removal does not apply to costs:

   1. To extract "pollutants" or “contaminants” from land or water; or

   2. To remove, restore or replace land or water containing or affected by “pollutants” or “contaminants”; or

   3. For asbestos cleanup, removal or abatement.

G. The cost to repair or replace foundations of “buildings”, structures, machinery or boilers, provided that those foundations are beneath the basement level or underground.

   The most we will pay for any “occurrence” under this section is $250,000.

H. The cost of excavation, grading or filling related to an “occurrence”, the most we will pay under this coverage is $50,000.

I. Lawns, trees, shrubs, and plants if within 100 feet of an insured “building”. The amount we will pay is limited to $500 for any one tree, shrub, or plant and $1,000 for lawn damage up to a maximum of $25,000 per “occurrence”

J. “Contractors Equipment", as defined in Section X., that you own or are legally responsible for insuring up to a limit of $25,000 for each item including its attachment(s). Equipment not listed in Section X. is considered personal property and is “covered” the same way as your other personal property. See Section IV.C.

   Coverage, in excess of the $25,000 per item, is provided only if the equipment is scheduled and a premium for the coverage is shown on the Declarations page, unless the equipment is newly acquired during the current policy period, provided your interest is not covered under any other policy of insurance.

   EXCEPTION: Contractors Equipment that is not-owned, and has been rented, borrowed or leased for a period of 180 days or less, and you are contractually responsible for insuring, is considered scheduled “Contractors Equipment”, for the period of use, provided your interest is not covered under any other policy of insurance.

K. “Valuable Records” that are your property or property of others in your care, custody, or control.

   We will also pay for:

   1. Expenses necessary to research and recreate lost “valuable records”; and

   2. Expenses necessary for transcribing or copying lost “valuable records” from available secondary sources.

      We will not pay for losses caused by errors, omissions, or negligence in processing or copying.

L. Employees' Personal Property. We will cover personal property owned by your employees while on your premises if that employee's property is not covered by other insurance. The maximum coverage for property owned by any one employee is $500. The coverage limit for each "occurrence" is $10,000.

M. Personal property owned by someone other than you or your employees, if the personal property is not covered by other insurance, while it is in your care, custody, or control and while it is on the premises described in the Statement of Values. The coverage limit per "occurrence" for all such property is $10,000.

N. "Extra Expense". Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of $10,000,000 (unless a higher limit has been established by endorsement) under this "extra expense" coverage subject to the following:

   We will pay "Extra Expense" to allow you to continue "operations" at:

   1. Your insured premises; or

   2. Replacement premises; or

   3. Temporary premises you use while your insured premises are being restored.

   Costs to relocate, or to equip and operate the premises in N.2 or N.3, are covered.

   Adjustment of any loss under this coverage will reflect the salvage value of property that you obtained for use while your property was being restored and that you retain after the resumption of normal "operations".

O. "Buildings" or structures acquired by you during the policy period at any location, provided your interest is not covered under any other policy of insurance.

P. Remodeling and repairs to existing buildings listed on the Statement of Values, unless the work involves an increase in square footage or a change in the footprint of the building or foundation.

Q. Underground fiber optic cable. We will pay for the repair or replacement of underground fiber optic cable within 1,000 feet of a covered "building" when loss of or damage to the cable is caused by a "covered" peril.

R. Refrigerated Property. We will pay for loss or damage you sustain from spoilage of refrigerated or perishable property you own or are legally responsible to insure, if the spoilage is due to:

   1. Contamination by a refrigerant; or

   2. Temperature change due to:

      a. Mechanical breakdown or failure of refrigeration systems;

      b. Burning out of electric motors;

      c. Blowing of fuses or circuit breakers;

      d. The breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors, or electrical power; or

      e. Complete or partial lack of power to operate the refrigeration systems.

S. Ordinance or Law Coverage.

Provided a loss or damage to “covered” property is caused by an insured peril we will pay up to $10,000,000 (unless a higher limit has been established by endorsement) for the increased cost to repair, rebuild or reconstruct “covered” property caused by enforcement of or compliance with a building, zoning or land use ordinance or law subject to the following:

1. We will also pay for loss or damage to the undamaged portion of a “covered” “building” or structure caused by enforcement of or compliance with any ordinance or law that:

   a. Requires the demolition of parts of the same “building” or structure not damaged by an insured peril;

   b. Regulates the construction or repair of “buildings” or structures, or establishes zoning or land use requirements at the described premises; and

   c. Is in force at the time of loss or damage.

2. The following conditions apply to this coverage and must be met before we will make payment:

   a. You must actually repair or replace the “covered” property; and

   b. You must repair or replace the property as soon as reasonably possible after the loss or damage. Unless we consent to writing, this time period may not exceed two years.

3. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

4. The most we will pay under this coverage is the increased cost of construction at the same site, unless an ordinance or law requires relocation to another site, in which case the most we will pay is the increased cost of construction at the new site.

5. If the property is repaired or replaced on the same or another site, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the amount you actually spend to repair or rebuild the "building" or structure to the minimum standards required by the ordinance or law. In no event will we pay more than the following:

   a For a "historical building":

      1) The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or

      2) The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style.

   b For all other "covered" "buildings" or structures, the cost of repairing or rebuilding at the same site a "building" or structure of the same height, square footage, style and quality as the "covered" property at the time of the loss or damage.

6. If the property is not repaired or replaced, we will not pay more for loss or damage to “covered” property, including loss caused by enforcement of or compliance with an ordinance or law, than the “actual cash value” of the “covered” property at the time of the loss or damage.

7. We will not pay for the cost of compliance with any ordinance or law that requires:

a. Repairing, remediating, or tearing down property due to “contaminants” or “pollutants” or resulting from the presence or spread of “fungus”, wet or dry rot, viruses, bacteria, or other microorganisms; or,

b. Testing for, monitoring, or cleaning up “pollutants”, “contaminants”, wet or dry rot, “fungus”, viruses, bacteria, or other microorganisms.

T. Limited Coverage for Unscheduled “Buildings”

For unscheduled "buildings” not on the Statement of Values, coverage will be provided up to $1,000,000 for a covered loss.

It is a condition of this coverage that the “buildings” be scheduled when discovered. In addition, you must pay any unpaid premium on the unscheduled “buildings” back to policy inception.

This coverage does not apply when:

1. The insured intentionally left the "buildings” unscheduled; or

2. The insured could have discovered with reasonable diligence that the "buildings” had unintentionally been left unscheduled.

This provision does not apply to “buildings” or structures acquired by you during the policy period as coverage for these items is provided in Section IV.O.in this policy.

U. Electronic data processing equipment, “electronic data” and “computer programs” consisting of the following:

1. Electronic data processing equipment owned by or leased to you, including its component parts and similar property of others for which you are legally liable;

2. Your “electronic data”, “computer programs” and similar property of others for which you are legally liable.

3. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents that were converted to “electronic data”.

4. We will also pay for:

   a. Expenses necessary to research and recreate lost “electronic data”;

   b. Expense for copying lost “electronic data” from available secondary sources.

5. We will not cover:

   a. “Electronic data” or “computer programs” which cannot be replaced with others of the same kind or quality;

   b. Losses caused by errors, omissions, or negligence in processing or copying; or,

   c. Accounts that are your records of accounts receivables.

V. Fire Department Charges.

We will reimburse you for charges of fire departments involved in containing a fire or other “covered” loss to which this insurance applies. No deductible applies to this reimbursement.

W. Asbestos Cleanup, Abatement and Removal.

We will pay up to $5,000,000 for your expense to clean up, abate, or remove from “covered” property asbestos particles that are discharged, dispersed, or released, subject to the following conditions:

1. The discharge, dispersal, or release must occur as a result of a covered peril.

2. Covered damages before the cost of the asbestos cleanup, removal, or abatement must exceed the policy deductible.

3. The discharge, dispersal, or release must occur accidentally and begin and end within 72 hours.

4. The discharge, dispersal, or release must not be the result of planned building renovation, remodeling or demolition activities.

X. Service Dogs and Horses.

Service dogs and horses are considered to be destroyed if, because of injury, the dog or horse is not able to perform the dog’s or horse’s normal functions and there is no reasonable prospect that the dog or horse will be able to do so.

1. For service dogs and horses that are destroyed in the scope of their duties, we will pay for the cost to replace the dog or horse and the cost of any necessary training.

2. We will pay the cost of necessary treatment and care to enable the dog or horse to resume performing the dog’s or horse’s normal functions. We will not pay the cost of treatment and care to treat and prevent disease. This coverage does not apply to mortality, injury, or sickness from causes outside the scope of duties of the service dog or horse.

   The maximum amount we will pay per service dog or horse is the lesser of $50,000 or the total of the expenses related to the replacement of the dog or horse plus expenses for the care or treatment of the service dog or horse. A deductible of $1,000 will apply to this coverage on a per “occurrence” basis.

Y. We will pay the reasonable and necessary expenses we require you to incur for the documentation of an “occurrence”. The most we will pay for these expenses is $50,000.

This coverage does not apply to any expenses incurred by “you” for any insurance adjusters, consultants, attorneys retained by you or any work performed by their subsidiary or affiliate.

Z. We will pay for reasonable and necessary architectural design and engineering fees associated with an “occurrence”. The most we will pay for this coverage is $250,000.

AA. Limited Coverage For “Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.

1. The coverage described in Paragraph 2. below only applies when: a) the "fungus", wet or dry rot, virus, bacterium or other microorganism is the result of one or more of the “specified causes of loss”, other than fire or lightning; b) the “specified causes of loss” occurs during the policy period; and c) you took all reasonable measures to protect the property from additional damage during and after the “occurrence”.

2. We will pay for direct physical loss or damage caused by "fungus", wet or dry rot, virus, bacterium or other microorganism subject to the coverage limits specified in Paragraph 3 of this Limited Coverage. For purposes of this paragraph, the term “loss or damage” includes costs necessarily incurred to:

   a. Eradicate the "fungus", wet or dry rot, virus, bacterium or other microorganism;

b. Access the part of the “building” or other property where the "fungus", wet or dry rot, virus, bacterium or other microorganism is located; and

c. Test to ensure that the "fungus", wet or dry rot, virus, bacterium or other microorganism has been successfully eliminated.

3. We will pay no more than $25,000 for each "covered" loss under Paragraph 2. We will pay no more than $50,000 for the total of all occurrences of "covered" losses under Paragraph 2. During any annual policy period, regardless of the number of claims made. We will pay no more than $25,000 for a particular "specified causes of loss" which results in "fungus", wet rot, dry rot, virus, bacterium or other microorganism even if the "fungus", wet rot, dry rot, virus, bacterium or other microorganism remains present through multiple policy periods or reappears in subsequent policy periods.

4. This coverage does not increase the amount we will pay for loss or damage to "covered" property above the limits referenced in **Section III – Amount of Coverage.** We will not pay more than the limits set forth in **Section III - Amount of Coverage** even if loss or damage results from more than one cause, including "fungus", wet rot, dry rot, virus, bacterium or other microorganism.

   If there is a "covered" loss or damage not caused by "fungus", wet rot, dry rot, virus, bacterium or other microorganism, payment for that loss will not be limited by this coverage unless "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage. To the extent that "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage, payment for that increase is limited by the terms of Paragraph 3.

5. The following additional condition applies to losses “covered” under **Limited Coverage For “Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** when the policy includes the Business Income Endorsement: The “specified causes of loss” definition will apply to any loss arising from "fungus", wet or dry rot, virus, bacterium or other microorganism that is “covered” under Paragraph **B. Limited Coverage For “Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** and under the Business Income Endorsement.

BB. “Fine Arts”. We will only provide coverage for “Fine Arts” subject to the following:

1. We will not pay more than $50,000 for any one “Fine Arts” unless you insure those items for specific amounts by purchasing an Agreed Value Fine Arts Endorsement.

2. The most we will pay for each item covered under this additional coverage shall not exceed the lesser of the following amounts:

   a. $50,000;

   b. The cost of replacing the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site; or

   c. The amount actually spent repairing your damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years from the date of the loss or damage, unless the time is extended in writing by us.

3. **SECTION VII-Basis of Recovery** does not apply to this additional coverage.

CC. “Flood”. We will provide coverage for loss due to “flood”, subject to the following limitations:

1. This Additional Coverage does not apply to loss at any property located in a designated flood plain, special flood hazard area (SFHA) or 100-year flood plain with a prefix of "A" or "V" – as specified and defined by the National Flood Insurance Program (NFIP).

   The most we will pay under this Coverage is $5,000,000 per policy period.

DD. "Pollutants" or "Contaminants". We will pay no more than $2,000,000 for reasonable and necessary expenses incurred for removal, disposal or clean-up of actual "pollutants" or "contaminants" from land or water at an insured location and due to "specified causes of loss". The release, emission, leakage or spreading of "pollutants" or "contaminants" must be caused by a loss not otherwise excluded.

The most we will pay in each annual policy period under this coverage is $2,000,000 for all "specified causes of loss".

All expenses must be reported to us within 180 days after the date of the "specified causes of loss" to be eligible for this coverage. We will not pay for costs of testing for "pollutants" or "contaminants" unless such testing is performed while the "pollutants" or "contaminants" are being removed from the land or water. We will not pay for costs of monitoring "pollutants" or "contaminants" or determining the extent of pollution or contamination.

EE. Emergency Response Equipment

Emergency response equipment contained within or on an emergency response vehicle that is not affixed or attached is covered as personal property subject to a $1,000 deductible per occurrence regardless of any other applicable deductible.

FF. We will pay not more than $5,000,000 per policy period for:

1. Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes.
2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.
3. Landslide, meaning the rapid downward movement of a mass of rock, earth or artificial fill on a slope.
4. Mine Subsidence, meaning lateral or vertical ground movement caused by a failure initiated at the mine level of man-made underground mines, including but not limited to coal, clay limestone and fluorspar mines.

All Earthquake shocks, Volcanic Eruptions, Landslides or Mine Subsidence ground movements that occur within any 168-hour period will constitute a single Earthquake, Volcanic Eruption, Landslide or Mine Subsidence.

The following additional exclusions apply to this coverage:

1. This insurance for Earthquake, Volcanic Eruption, Landslide and Mine Subsidence does not apply to, or modify any limits or deductibles that apply to:
   a. The insurance otherwise provided for loss or damage by fire or explosion that results from an Earth Movement, other than Volcanic Eruption, and for loss or damage by fire, building glass breakage or "volcanic action" that results from a Volcanic Eruption; or
   b. Any other Insurance provided for loss or damage to which Earth Movement exclusion does not apply.
2. This insurance will not pay for loss or damage caused by or resulting from any Earthquake, Volcanic Eruption, Landslide or Mine Subsidence that begins before the inception of this insurance.
3. This insurance does not apply to the cost of restoring or remediating land or to loss resulting from the time required to restore or remediate land.

GG. We will pay not more than $100,000 per policy period for damage caused by water below the surface of the ground including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements, or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls, or floors; unless loss by fire, sprinkler leakage or explosion (not excluded in this policy) results, then we will pay for only such resulting loss.

EXCEPTION: Coverage for sewer, septic system or sump pump backup that is contained within a “building” or structure are covered up to the policy coverage limit.

SECTION V – PROPERTY NOT “COVERED”

The following are not “covered” property unless specifically added or endorsed to this policy:

A. Land, water, crops, and standing or cut timber, wherever located.

B. Cost of excavation, grading or filling not related to an “occurrence”.

C. Underground and buried cables, pipes, flues or drains, underground storage tanks and tunnels including those that are part of your storm, water or sewer systems, located more than 1,000 feet, on the horizontal, from a “covered” “building” or structure. Coverage is provided for underground and buried pipes, flues or drains that are:

   1. Part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station premises; or

   2. Part of a geothermal heating and cooling system.

D. Those portions of sidewalks, bridges (including roadway/vehicular bridges and railroad bridges), roadways, culverts, paved surfaces, and associated guard rails located more than 100 feet from a “covered” “building” or structure, except for bridges that are:

   1. Bridges used exclusively for pedestrian traffic.

E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden.

F. Railroads, meaning trackage, beds, ties and railroad bridges.

G. Aircraft, except for drones, and vehicles licensed for road use.

H. Animals and livestock, except for service dogs and horses.

I. “Money” and “securities”, including postage stamps and food stamps, deeds, evidence of debt, or accounts receivable.

J. Overhead or suspended transmission, distribution, or conductor lines of all types.

K. “Buildings” and structures, including property contained within a “building” or structure, “vacant” for more than sixty (60) consecutive days before the loss or damage occurs. However, this paragraph only applies to the perils of: vandalism; sprinkler leakage or “water damage”, unless you have used reasonable means to protect the sprinkler or plumbing system against freezing; building glass breakage; theft; or attempted theft. For all other perils “covered”, loss adjustment shall be on an "actual cash value" basis for the "vacant" building, personal property and “Property in the Open” within 1,000 feet of the "vacant" building.

SECTION VI – LOSSES EXCLUDED

A. We will not pay for loss or damage caused directly or indirectly by, based upon, or arising out of any of the following:

1. Wear and tear; improper maintenance; extremes of temperatures unless you exercised due diligence with respect to maintaining the proper temperature for the property involved; dampness or dryness of atmosphere; deterioration; rust or corrosion; disease; inherent vice; inherent or latent defect; contamination; smog; smoke, vapor or gases from agricultural or industrial operations; error, omission, or deficiency in design, specifications, workmanship or materials; settling, cracking, shrinkage, bulging or expansion of pavements, sidewalks, foundations, walls, floors, roofs, or ceilings; insects, or birds; "malicious programming"; unless loss by a peril not excluded in this policy results, and then we will be liable for only such resulting loss.

2. Unexplained or mysterious disappearance of any property or shortage disclosed upon taking inventory.

3. Dishonest or criminal act committed by you or any "employee(s)" acting alone or in collusion with others whether or not occurring during the hours of employment. However, if a criminal act results in a "specified causes of loss", we will pay for the loss or damage caused by that "specified causes of loss".

4. Release, emission, leakage or spreading of "pollutants" or "contaminants", subject to the following:

   a. This exclusion does not apply:

      1) If the release, emission, leakage or spreading of "pollutants" or "contaminants" is caused by a "specified causes of loss"; or

      2) To chemical damage to glass;

   b. When a release, emission, leakage or spreading of "pollutants" or "contaminants" results in a "specified causes of loss", the loss or damage caused by that "specified causes of loss" is a "covered" loss.

5. An "occurrence", condition, or explosion within any steam boiler, steam generator, steam turbine, steam engine, or steam piping that you own, lease, or operate. However, we will pay for loss or damage resulting from:

   a. Fire;

   b. Combustion explosion; or

   c. Explosion of fuels or gases within the furnace of a fired vessel or the adjoining flues or passages.

6. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; except when such condition results from a fire or explosion. However, if a loss by a peril not otherwise excluded in this policy results, we will be liable for only such resulting loss.

7. Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force. However, if a loss by a peril not otherwise excluded in this policy results, we will then be liable for only such resulting loss.

   EXCEPTION: If mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

8. Animal or insect nesting, infestation, or waste.

9. Any loss arising out of any act committed:

   a. By or at the direction of an insured; and

b. With the intent to cause a loss.

10. Interruption of utility services related to overhead transmission lines or satellites

B. Loss or damage based upon or arising out of any of the following causes is excluded, whether such cause is direct or indirect. This exclusion applies even when another cause contributes concurrently or in any sequence to the loss or damage.

1. Nuclear reaction, nuclear radiation, or radioactive contamination. However, we will pay for loss or damage due to fire caused by nuclear reaction, nuclear radiation, or radioactive contamination.

2. Wet rot, dry rot, or “fungus”. But we will pay for loss or damage caused by:

a. “specified causes of loss” that resulted from wet rot, dry rot or “fungus”;

b. fire; or

c. lightning.

For causes of loss other than fire or lightning, coverage is governed by **SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE** Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium and Other Microorganism.**

3. Virus, Bacterium, or other microorganism, except to the extent that coverage is provided in Item AA. **Limited Coverage For “Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.**

4. “Flood”, including spray from any “flood”, whether driven by wind or not, unless otherwise provided under **SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE.**

5. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in hindering or defending against any of these.

6. Failure by you to take all reasonable measures to prevent further property damage during and after a loss.

SECTION VII – BASIS OF RECOVERY

Replacement of property “covered” by Section IV of this policy shall be based upon “replacement cost” (without deduction for depreciation) of those items to which this policy applies unless otherwise limited by other provisions of this policy, by endorsement or the following:

A. The most we will pay for loss or damage to “covered property” other than a “historical building” shall not exceed the lesser of the following amounts:

1. The policy limits of your coverage under this agreement.

2. The amount incurred to repair or replace the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site.

3. The amount incurred to repair or replace the damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.

4. The “actual cash value” of the property at the time of loss or damage unless it is repaired or replaced subject to the following.

a. If you do not provide us with written notice of your intent to repair or replace the damaged “covered” property within 180 days of the date of loss, then you will receive “actual cash value”.

b. If you receive a settlement on an “actual cash value” basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged “covered” property; or

c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the “actual cash value” of the property at the time of loss or damage.

B. With respect to a “historical building”, our liability for “covered” loss or damage shall not exceed the lesser of the following amounts:

1. The policy limits of your coverage under this agreement.

2. If the “historical building” is a total loss:

   a. The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or

   b. If an ordinance or law requires relocation to a different site, the cost of repairing or replacing at the new site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure.

3. The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style. We will not pay for expenses incurred more than two (2) years after the loss unless the time is extended in writing by us.

4. The “actual cash value” of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

   a. If you do not provide us with written notice of your intent to repair or replace the damaged “covered” property within 180 days of the date of loss, then you will receive “actual cash value.”

   b. If “you” receive a settlement on an “actual cash value” basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged “covered” property; or.

   c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the “actual cash value” of the property at the time of loss or damage.

C. The most we will pay for “cosmetic damage” from a “covered” peril, shall not be more than 5% of the “actual cash value” of the damage, subject to the following:

1. No payment shall be made under this provision if any other payment is made for any other damage associated with the insured property.

2. Payments made under this provision shall only be paid one time per insured building, regardless of the number of occurrences during the policy period.

3. Any payment for damages under this provision, in any prior policy period, precludes all future payments under this provision.

SECTION VIII – CONDITIONS

This policy is subject to the following conditions:

A. **Other Insurance**. If there is other insurance covering loss to the property from any peril(s) insured against under this policy, we will not be liable under this policy until such other insurance has been exhausted. We shall not be liable for payment of deductibles under other policies.

B. **Cancellation and Nonrenewal.** You may cancel this policy at any time by giving us written notice or returning the policy to us and stating at what future date coverage is to stop.

   We may cancel or not renew this policy by written notice to you at the address shown on the declarations. If the notice is mailed, it will be by first class mail. Proof of delivery of mailing is sufficient proof of notice.

   If this policy is in effect for less than 60 days, we may cancel you for any reason.

   If this policy has been in effect 60 days or more or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date unless:

   1. The premium has not been paid when due;

   2. We discover material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy,

   3. There has been a substantial change in risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or

   4. There have been substantial breaches of contractual duties, conditions or warranties.

   If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

   If we cancel or non-renew this policy at the anniversary date, we will give you at least 60 days advance notice.

   Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

C. **Renewal.** If we decide to renew or amend this policy at the anniversary date with terms less favorable to you or at a higher premium, we will give you notice of the altered terms at least 60 days prior to the renewal or anniversary date. Our notice will be delivered or mailed by first class mail.

   A notice is not needed if it involves a premium increase and the premium increase:

   1. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or

   2. 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 classification or the units of exposure, or increased policy coverage.

D. **Change in Use or Occupancy**. If your use or occupancy of any “building” or structure “covered” by this policy changes, you must notify “us” of such change in use or occupancy at renewal.

E. **Appraisal.** In the event that you and we disagree as to the value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser within twenty days of such demand. These two appraisers will then select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of you or we, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located.

The appraisers will appraise the loss, stating separately the value and damage. Failing to agree, they will submit their differences to the umpire. A decision agreed to, in writing and filed with us, by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

2. Bear the other expenses of appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim.

F. **Options.** In the event of a loss or damage to “covered” property we will, at our option, decide whether to:

   1. Pay based on the cost to repair or replace the damaged “covered” property; and/or

   2. Retain salvage rights to the damaged “covered” property.

G. **Abandonment.** There may be no abandonment of any property to us.

H. **When Losses Will Be Paid.** We will pay for covered loss or damage within 30 days after we receive the Sworn Statement in Proof of Loss, provided you have complied with all of the terms of this policy, and (1) we have reached agreement with you on the amount of loss; or (2) a valid Appraisal Award has been rendered.

I. **Loss Payable.** Loss will be adjusted with and payable to you except with regard to loss of property in which others have an insurable interest identified in this policy as owner(s), mortgagee(s), or loss payee(s), at which time the loss will be adjusted with you and payable to you and such other owner(s), mortgagee(s), or loss payee(s) as designated.

J. **Subrogation.** Upon payment to you by us, we acquire all rights of recovery you have or may have against any party, to the extent of such payment. We will not be entitled to recover until you have been made whole. Any waiver of subrogation made by you on or after the effective date of this policy to insure your property through us is not binding on us and will not affect our rights of recovery against any party to the extent of any payment by us to you.

K. **Liberalization.** Any change we make to this coverage form during the policy period, or the 45 days preceding it, that expands the coverage provided by this policy and that does not require the payment of additional premiums will be included in the policy.

L. **Suit Against Us.** No suit to recover any loss may be brought against us unless:

   1. The terms of the property coverage have been fully complied with; and

   2. The suit is commenced within one year after the loss.

   If any applicable law makes this limitation invalid, then suit must begin with the shortest period permitted by the law.

M. **Assignment.** Assignment of this policy will not be valid except with the written consent by us.

N. **Premium Adjustment:**

Only endorsements adding or deleting a coverage components, during the policy period, resulting in a net premium adjustment will be charged or credited to the insured. These premium adjustments will be charged or credited on a pro-rata basis from the effective date of the endorsement.

O. **No Benefit To Bailee**:

No one, other than the policyholder, who has custody of the "covered" property is entitled to the benefits of this policy.

P. **Inspections and Surveys.** You grant us the right to have rating, advisory, rate services or similar organizations make insurance inspections and surveys and create reports or recommendations on our behalf. The decision to make any inspections and surveys or to issue reports or recommendations is at our sole discretion. The activities of these organizations are for our benefit in establishing premiums but may incidentally indicate possible improvements to your business activities.

These inspections and surveys are not intended to benefit you, your employees, or the public and should not be relied upon in lieu of conducting your own health and safety inspections. Neither we nor any organization performing an inspection or survey on our behalf warrants that conditions on your premises are safe or healthful or that they comply with applicable laws, regulations, or safety standards.

Q. **Duties In The Event Of Loss or Damage**

You must see that the following are done in the event of loss or damage to "covered" property:

1. Notify the police if a law may have been broken.

2. Give us prompt notice of the loss or damage including a description of the property involved.

3. As soon as possible, give us a description of how, when and where the loss or damage occurred.

4. Take all reasonable steps to protect the "covered" property from further damage, and keep a record of your expenses necessary to protect the "covered" property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a "covered" peril. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

8. Cooperate with us in the investigation or settlement of the claim.

9. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

SECTION IX – DEFINITIONS

A. “Actual cash value” means the cost (new) to replace the structure with one of like kind and quality less physical depreciation and obsolescence as determined by Wisconsin's Broad Evidence Rule.

B. “Builders risk property” means:

   1. “Buildings”, structures or “Property in the Open” in the course of construction;

   2. “Building materials”;

   3. Foundation of a “building”, structure or “Property in the Open” in the course of construction;

   4. Addition to an existing “building”, structure or “Property in the Open”;

   5. Temporary structures built or assembled on the premises”, including cribbing, scaffolding, signs, fences, and construction forms used in the course of construction or alterations or repairs of the “builders risk property”; and

   6. Underground and buried pipes, flues or drains but not including those that are part of your storm, water or sewer systems.

C. “Building” or “buildings” means:

   1. Any structure that exhibits two or more of the following characteristics;

      a. Structural walls and roof covering

      b. Some form of permanent foundation (post, block, slab or sub-grade)

      c. Permanent utility services (electrical service, heating ventilation or air conditioning or plumbing)

   2. Completed additions;

   3. Permanently installed fixtures, machinery and equipment;

   4. Communication towers 100 feet or greater in height;

   5. Electrical substations, including control structures, transformers, distribution equipment and related structures located within the substation area;

   6. Lift stations, wells or pumping locations;

   7. Permanent water storage tanks and towers;

   8. Wastewater lagoons, including: plastic, synthetic, clay or other lagoon liners, lagoon riprap and soil/subsoil embankments;

   9. Gas reduction or odorizing stations; or

   10. Underground and buried pipes, flues or drains that are part of a geothermal heating or cooling system, or part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station, but not including those that are part of your storm, water or sewer systems.

D. “Building materials” means unattached materials and supplies, fixtures and machinery, and equipment used to service the “buildings”, structures or “Property in the Open” that are intended for use in the construction or occupancy of the “buildings”, structures or “Property in the Open”. “Building materials” also includes “building materials” in the custody of the contractor or subcontractor intended for use in the construction or occupancy of the “building”, structure or “Property in the Open” if not covered by other insurance.

E. “Computer program(s)” means a sequence of instructions that performs a specific task when executed by a computer or device connected to it.

F. “Contaminants” means mixture or contact with an impure or a foreign substance which, when introduced to the property, injures the property’s usefulness.

G. “Cosmetic Damage” means the disfiguring, blemishing, tarnishing, denting or other outward damage that changes the appearance of insured property, but does not impair its ability to function as intended.

H. “Covered” means insured by us under this policy.

I. “Electronic data” means facts, information, documents, records or “computer programs” stored on, used on, or transmitted to or from electronic devices, equipment or media.

J. “Employee(s)” means any partner, member, officer, manager, employee (including leased employees), director, trustee, or official.

K. “Extra Expense” means the excess (if any) of the total cost incurred during a reasonable time period while the property is being restored, chargeable to your “operations”, over and above the total cost that would normally have been incurred to conduct your “operations” during the same period had no damage or destruction occurred.

L. “Fine Arts” means works of art, museum collections, limited production collectibles, historical value items, antiques or rare articles, including etchings, pictures, photographs (negatives and positives), lithographs, gallery proofs, original records, statues, sculptures, and similar property.

M. “Flood” means a general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area or of 2 or more properties (at least 1 of which is the policyholder's property) from:

1. Overflow of inland or tidal waters; or

2. Unusual and rapid accumulation or runoff of surface waters from any source; or

3. Mudflow; or

4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.

N. "Fungus" means mold, mildew, or any other type of fungus, including mycotoxins, spores, odors or byproducts arising out of the current or past presence of a fungus.

O. “Historical building” means any “building” or structure listed by the Wisconsin State Historical Society on the Wisconsin State and National register of historic places.

P. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system. that results in the distortion, corruption, manipulation, copying, deletion, destruction, slowing down, restriction of access or withholding of that "electronic data" or computer system.

Q. “Money” means currency (electronic and government issued), coins, bank notes, bullion, travelers checks, registered checks and money orders (including those held for sale to the public).

R. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions within a 72-hour period, which results in property damage during the policy period.

S. “Operations” means the performance of your functions and duties at the insured premises.

T. “Property in the Open” means mobile or permanently affixed personal property designed to be left exposed to the elements and outside of a covered building.

U. “Pollutants” means largely undesirable substances, irritants, “contaminants”, chemicals or waste products that interfere with human comfort or health or that adversely affect the air, soil, water or other natural resources.

V. “Replacement Cost” means the cost to repair or replace (new) the property with like kind and quality.

W. “Securities” means all negotiable and non-negotiable instruments or contracts representing either “money” or other property and includes revenue stamps, food stamps, and other stamps in current use; tokens and tickets.

X. “Sinkhole collapse” means the abrupt settlement, systematic weakening or collapse of the land supporting a covered “building” that results from simultaneous movement of soil, sediment or rock into subterranean voids created by the effect of water on a limestone or similar rock formation. "Sinkhole collapse" does not include collapse of the land into manmade underground cavities or ordinary settling or cracking of the covered “building” or its foundation.

Y. “Specified causes of loss” means the following: upset, collision, impact, or overturn of aircraft or vehicles; civil commotion; explosion; fire; hail; leakage from fire extinguishing equipment; lightning; riot; “sinkhole collapse”; smoke; vandalism; volcanic action; “water damage”; weight of snow, ice or sleet; windstorm. It also means falling objects, not including loss or damage to “Property in the Open” or to the interior of a “building” or its contents if the exterior of the “building” remains undamaged by the falling objects.

Z. “Vacant” means:

1. Unoccupied or unused “building” for more than sixty (60) consecutive days

2. If you are a tenant of a unit or suite leased to you that does not house sufficient personal property to allow you to conduct your normal business “operations”.

3. If you are an owner or general lessee of a “building”, less than 31 % of the total square footage of your “building” is used by an owner, a lessee, or a sub-lessee to conduct its normal business “operations”.

   “Buildings”, units, suites or structures under construction or renovation are not considered “vacant”.

   A suspension of “operations” or period of inactivity during part of each year which is usual and incidental to the described occupancy of the “building”, unit, suite or structure shall not be deemed “vacant”.

   Change of occupancy shall be recognized by us only if formal action changing the occupancy of the “building”, unit, suite or structure was taken by your governing board prior to the loss.

AA. “Valuable Records” means inscribed, printed, or written documents; manuscripts or records, including abstracts, books, deeds, drawings, films, maps, and mortgages. “Valuable Records” does not mean your accounts receivables, “money” or “securities”.

BB. “Water damage” means the accidental escape of water or steam from a plumbing system, HVAC system, or appliance on your insured premises as a direct result of the breakdown or failure of that system or appliance. “Water damage” does not include accidental discharge or overflow of water from a sump system.

This policy is made and accepted subject to the foregoing provisions together with such other provisions and agreements as may be added by endorsement.

SECTION X. DEFINITION OF "CONTRACTORS EQUIPMENT"

The following items are "Contractors Equipment" and must be scheduled to have coverage in excess of the $25,000 provided in **Section IV.J**:

Airport Equipment
- Aircraft Servicing Equipment
- Fire Fighting Equipment
- Snow Removal

Equipment
Asphalt/Concrete Plants
All-Terrain Vehicles
Augerminer
Back Hoes
Boats/Motors
Booster Heaters
Boring Machines
Brush Burners
Cement Mixers
Chippers
Choppers
Compaction Equipment Pneumatic
- Rollers
- Steel Wheel Rollers
- Tamping Compactors
- Vibratory Compactors

Concrete Saws
Conveyors
Core Drill
Cranes
Crack Melter
Crushing & Aggregate
Discs
Ditchers
Draglines
Drones
Earth Moving Equipment
- Crawler Loaders
- Loader - Backhoes
- Motor Graders
- Motor Scrapers
- Rubber-Tired Loaders
- Wheel Tractors

End Loader Type
Equipment Derricks
Equipment Excavating
Excavators

Farm Equipment
- Balers
- Combines
- Cultivators
- Harvesters
- Haybines
- Planters
- Spreaders
- Forklifts

Golf Carts
Grinders
Hauling Equipment (off Highway)
- End Dumps
- Hoisting Machines
- Honey Wagons

Hydraulic Breaker
Lake Treatment Equipment
- Barges
- Lake Sprayers
- Weed Harvesting Equipment

Leaf Suckers
Lifts
Loaders
Mowers
Mulchers
Painting Machines
Paving Equipment
- Base Plants
- Finishers
- Distributors
- Mixers
- Profilers
- Plants
- Rippers
- Screeners
- Spreaders
- Surge Bins
- Scarafiers
- Asphalt Heaters
- Tar Kettles
- Tumblers
- Transit Mixers

Personal Watercraft
Pile Driving Equipment
Pipeline Equipment
Plow Blades
Plow Wings

Portable Equipment
- Compactors
- Compressors
- Excavators
- Generators
- Pumps
- Scales
- Stages
- Tanks
- Turbines
- Water Blaster

Pulvi-Mixers
Railroad Equipment
- Railroad Cars
- Railroad Engines
- Track Service Vehicles

Road Equipment
- Flushers
- Graders
- Oilers
- Scrapers
- Rollers
- Sweepers
- Spreaders
- Shoulder Machines

Robots
Rock Pickers
Road Wideners
Sand Blasters
Seeders
Sewer Jetters
Sewer Rodders
Shovels
Sludge Trucks
Sludge Injectors
Snow Grooming Equipment
Snow Blowers
Snowmobiles
Sprayers
Street Sweepers
Stump Cutters
Stump Pullers
Surge Bins
Tractors (including riding lawnmowers)
Trailers
Tree Movers/Planters
Valve Operator
*Vehicles
Water Wagons
Welders
Windrow Eliminators
Windrower

Attachments related to the operation of the property listed above need not be scheduled. They are covered as part of the basic power unit.

*Vehicles designed for road use, but not licensed, because of specialized use. Attachments to vehicles licensed for road use such as wing blades, snowblades, and sanders are Contractors Equipment.

MUNICIPAL PROPERTY INSURANCE COMPANY

JOINT LOSS AGREEMENT ENDORSEMENT

This endorsement applies in the event of damage to or destruction of property at a location designated in this policy and also designated in a Boiler and Machinery Insurance Policy(ies) and there is a disagreement between the insurers with respect to:

1. Whether such damage or destruction was caused by a peril insured against by this policy or by a peril insured against by such Boiler and Machinery Insurance Policy(ies) or
2. The extent of participation of this policy and of such Boiler and Machinery Insurance Policy(ies) in a loss which is insured against, partially or wholly, by any or all of said policies.

We shall, upon written request of you, pay you one-half of the amount of the loss which is in disagreement, but in no event more than we would have paid if there had been Boiler and Machinery Insurance Policy(ies) in effect, subject to the following conditions:

The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by you and the insurers, is limited to the minimum amount remaining payable under either this or the Boiler and Machinery Policy(ies);

1. The Boiler and Machinery insurer(s) shall simultaneously pay to the insured one-half of said amount which is in disagreement;
2. The payments by the insurers hereunder and acceptance of the same by you signify the agreement of the insurers to submit to and proceed with arbitration within 90 days of such payments; the arbitrators shall be three in number, one shall be appointed by the Boiler and Machinery insurer, one shall be appointed by us, and the third appointed by consent of the other two. The decision by the arbitrators shall be binding on the insurers and judgement upon such award may be entered in any court of competent jurisdiction;
3. You agree to cooperate in connection with such arbitration but not to intervene therein;
4. The provisions of this endorsement shall not apply unless such other policy(ies) issued by the Boiler and Machinery insurance company(ies) is similarly endorsed; and
5. Acceptance by you of some payment pursuant to the provisions of this endorsement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of you against any of the insurers.

MUNICIPAL PROPERTY INSURANCE COMPANY

LOSS PAYABLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

Loss, if any, shall be adjusted with the Named Insured and shall be payable to the Named Insured and the Loss Payee, as indicated below, as their interests may appear:

Name and address of Loss Payee:

Per schedule on Declarations Page, MPIC-002LP(11/23)

Named Insured:

Per Declarations Page attached.

MUNICIPAL PROPERTY INSURANCE COMPANY
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded for nuclear reaction, radiation or contamination; losses due to war, warlike action, insurrection, rebellion and revolution; or, action taken by governmental authority.

MUNICIPAL PROPERTY INSURANCE COMPANY

BUSINESS INCOME ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Coverage

1. **“Business Income”**

   a. We will pay for the actual loss of “Business Income” you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property, or loss of utility services except related to overhead power lines or satellites, at premises which are described in the Statement of Values and for which a “Business Income” Coverage limit is shown in the Declarations. The loss or damage must be caused by or result from a "covered" peril. With respect to loss of or damage to “Property in the Open” or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.

   With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises includes:

   i. The portion of the building which you rent, lease or occupy; and

   ii. Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described “premises.”

   b. We will only pay for loss of “Business Income” that you sustain during the “period of restoration” and that occurs within 12 consecutive months after the date of direct physical loss or damage or the date of loss of utility services.

2. **Perils Covered, Losses Excluded and Property Not Covered**

   a. See the applicable Section of the policy.

   b. Additionally, “Business Income” losses resulting from an insureds inability or failure to generate or distribute electricity are excluded.

3. **Additional Coverage - Interruption of Computer Operations**

   Coverage for “Business Income” does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption of Computer Operations or under the Coverage of Computer-Related Losses Endorsement.

1. **Additional Coverages**

   a. **Expenses To Reduce Loss**

      In the event of a covered loss of “Business Income”, we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of “Business Income”. The total of our payment for “Business Income” loss and Expenses to Reduce Loss will not be more than the “Business Income” loss that would have been payable under this endorsement if the Expenses To Reduce Loss had not been incurred. This coverage does not increase the Coverage limit.

   b. **Civil Authority**

      In this coverage – Civil Authority, the described premises are premises to which this endorsement applies, as shown in the Declarations. When a "covered" peril causes damage to property other than property at the described premises, we will pay for the actual loss of “Business Income” you sustain caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

      i. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

      ii. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the "covered" peril that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

      Civil Authority Coverage will begin at the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

   c. **Alterations And New Buildings**

      We will pay for the actual loss of “Business Income” you sustain due to direct physical loss or damage at the described premises caused by or resulting from any "covered" peril to:

      i. New buildings or structures, whether complete or under construction;

      ii. Alterations or additions to existing buildings or structures; and

      iii. Machinery, equipment, supplies or building materials located on or within 1000 feet of the described premises and:

         1. Used in the construction, alterations or additions; or

         2. Incidental to the occupancy of new buildings.

      If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

   d. **Extended “Business Income”**

If the necessary "suspension" of your "operations" produces a “Business Income” loss payable under this policy, we will pay for the actual loss of “Business Income” you incur during the period that:

i. Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and

ii. Ends on the earlier of:

1. The date you could restore your "operations", with reasonable speed, to the level which would generate the “Business Income” amount that would have existed if no direct physical loss or damage had occurred; or

2. 30 consecutive days after the date determined in **i.** above.

However, Extended "Business Income” does not apply to loss of “Business Income” incurred as a result of unfavorable business conditions caused by the impact of the "covered" peril in the area where the described premises are located.

Loss of “Business Income” must be caused by direct physical loss or damage at the described premises caused by or resulting from any "covered" peril. This coverage does not apply to loss of utility services.

e. **Interruption of Computer Operations**

i. Under this Additional Coverage, "electronic data" has the meaning described under **E. Definitions**

ii. Subject to all of the provisions of this coverage, you may extend the insurance that applies to “Business Income” to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a "covered" peril.

iii. With respect to the coverage provided under this coverage, the perils "covered" are subject to the following:

1. Coverage under this Additional Coverage – Interruption of Computer Operations is limited to the "specified causes of loss".

2. There is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system, unless otherwise provided for in this policy.

iv. The most we will pay under this Additional Coverage – Interruption of Computer Operations is $2,500 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.

v. This Additional Coverage – Interruption in Computer Operations does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in **iv.** above has not been exhausted.

2. **Coverage Extension**

You may extend the insurance provided by this endorsement as follows: **NEWLY ACQUIRED LOCATIONS**

a. You may extend your “Business Income” Coverage to apply to property at any location you acquire other than fairs or exhibitions.

b. The most we will pay for loss under this Extension is $100,000 at each location.

c. Insurance under this Extension for each newly acquired location will end effective the date you terminate this insurance or at the first renewal of this policy that follows acquisition of the newly acquired location.

B. Limits of Insurance

The most we will pay for loss in any one occurrence is the applicable Coverage limit shown in the Declarations. Payments under the following Additional Coverages will not increase the applicable Coverage limit:

1. Alterations And New Buildings;

2. Civil Authority;

3. Extended “Business Income”; or

4. Expenses To Reduce Loss.

The amounts of insurance stated in the Interruption of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Coverage limit(s) shown in the Declarations for any other Coverage.

C. Loss Conditions

The following loss conditions also apply to “Business Income” losses:

1. **“Business Income” Appraisal** If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss per the procedures established in the Item entitled Appraisal in the CONDITIONS section of the policy.

2. **“Business Income” Loss Determination**

a. The amount of “Business Income” loss will be determined based on:

i. The Net Income of the business before the direct physical loss or damage occurred;

ii. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses;

iii. The operating expenses, including payroll, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and

iv. Other relevant sources of information, including:

1. Your financial records and accounting procedures;

2. Bills, invoices and other vouchers; and

3. Deeds, liens or contracts.

b. We will reduce the amount of your “Business Income” loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

D. Additional Business Income Exclusion. We will not pay for:

1. Any increase in “Business Income” loss, caused by or resulting from:

a. Delay in rebuilding, repairing or replacing the property or resuming “operations”, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons: or

b. “Suspension”, lapse or cancellation of any license, lease or contract. But if the “suspension”, lapse or cancellation is directly caused by the “suspension” of “operations”, we will cover such loss that affects your “Business Income” during the “period of restoration”.

2. Any other consequential loss.

E. Definitions. The following definitions are added to the DEFINITIONS SECTION of the policy.

1. “Business Income” means the:

a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses; and,

b. Continuing normal operating expenses incurred, including payroll.

2. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of

related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

3. "Period of restoration" means the period of time that:

   a. In the event of a direct physical loss or damage,

      i. Begins at the time of direct physical loss or damage caused by or resulting from any "covered" peril at the described premises and

      ii. Ends on the earlier of:

         1. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and to a similar level of quality; or

         2. The date when business is resumed at a new permanent location.

   b. In the event of a loss of utility services,

      i. Begins at the time of the loss of utility services; and

      ii. Ends on the date that utility services are restored with reasonable speed.

   "Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

      i. Regulates the construction, use or repair, or requires the tearing down, of any property; or
      ii. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

   The expiration date of this policy will not cut short the "period of restoration."

4. "Specified causes of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; “virus”. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. Sinkhole collapse does not include the cost of filling sinkholes; or, sinking or collapse of land into manmade underground cavities.

5. "Suspension" means:

   a. The slowdown or cessation of your business activities; or

   b. That a part or all of the described premises is rendered untenantable.

6. “Virus” means a harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

MUNICIPAL PROPERTY INSURANCE COMPANY
PEDESTRIAN BRIDGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001 .

With respect to “pedestrian bridges” scheduled in the Declarations page the following change applies**:**

Item E. of **SECTION V – PROPERTY NOT COVERED**, of the **MUNICIPAL PROPERTY INSURANCE COMPANY MPIC-001** is replaced with the following:

E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden. Except for:

Bridges used exclusively for pedestrian traffic and that are scheduled specifically for this coverage are covered property with respect to damage caused by:

1. Impact of watercraft;
2. The pressure or weight of ice or water, whether driven by wind or not

MUNICIPAL PROPERTY INSURANCE COMPANY

CONTRACTORS EQUIPMENT

NEW REPLACEMENT COST COVERAGE ENDORSEMENT

Property "Covered"

This endorsement provides coverage only for the items which are shown on the attached schedule you provided. Coverage applies regardless of the location of the property.

Perils "Covered": This endorsement insures against all sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

Losses Excluded: See Section **VI** of the policy. Except exclusion **VI (B)** does not apply to “contractors Equipment”.

Additional Exclusion: This endorsement does not insure against loss or damage to tires or tubes unless the loss is coincidental with other loss or damage insured by this policy.

Basis of Recovery:

(1) Replacement Cost – See Section **VII** of basic policy. The recovery basis for property of others shall be "actual cash value" unless you have agreed to the “replacement cost” basis in a written contract.

For “contractors equipment” on the statement of value, we will pay the current “replacement cost” at the time of the loss even if the value shown was higher or lower than the current value at the time of loss.

MUNICIPAL PROPERTY INSURANCE COMPANY
GOLF COURSE GROUNDS COVERAGE ENDORSEMENT

Location of covered property: ____see policy declarations page___________

INSURING AGREEMENT: We will cover direct physical loss caused by specific named perils to the following types of property in which you have a financial interest subject to applicable deductibles and coverage limits:

1. Greens, tees and fairways;
2. Practice putting greens, practice driving areas;
3. Fairway rough, sand traps and other outdoor grounds at the premises described, specifically designed and maintained for the game of golf;
4. Trees, plants and shrubs;
5. Benches, ball washers and course markers;
6. Fences, outdoor signs not attached to buildings;
7. Paved walkways, paved golf car or cart paths; bridges and retaining walls; and irrigation systems, including underground pipes, pumps and sprinkler heads;

PROPERTY NOT COVERED:

1. Driveways, roadways or parking lots used for automobiles;
2. Hazard areas, ponds, lakes or other bodies of water; or
3. Out-of-bounds areas.

COVERED PERILS:

1. Fire
2. Lightning
1. Wind or hail
2. Smoke
   a. We will cover sudden and accidental loss or damage caused by smoke. But, we will not cover smoke damage from agricultural smudging or industrial operations.
3. Vehicles and aircraft
   a. We will cover loss or damage caused by a collision of a vehicle or aircraft with the insured property. Also covered is damage caused by objects: falling from aircraft; or, thrown by a vehicle.
   b. Vehicles are machines that run on land or tracks.
   c. Aircraft includes self-propelled missiles and spacecraft.

   But,we will not cover damage caused by a vehicle that's owned or operated by you or any tenant of an insured location.
4. Civil disbursements and riot
   a. This includes riot during a strike. We will not cover loss caused by interruption of business that results from the disturbance or riot.
5. Vandalism

MUNICIPAL PROPERTY INSURANCE COMPANY
COVERAGE OF COMPUTER-RELATED LOSSES ENDORSEMENT

This endorsement modifies coverage provided under:

Municipal Property Insurance Company Policy MPIC-001

We will pay up to $25,000 for the cost to recover or replace your "electronic data" due to loss caused by the following:

A. Impairment of computer services through inside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by an employee, contractor, or other authorized person to whom you have granted permission to access your computer system.

B. Impairment of computer services through outside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by any person to whom you have not granted permission to access your computer system.

C. Loss of communications services. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery' caused by the loss of "electronic data" due to an interruption in communications services to the described premises. The interruption must result from direct physical loss or damage caused by a "covered" peril to communications transmission lines, including fiber optic transmission lines, but excluding overhead transmission lines.

This coverage does not apply to losses caused by the following:

A. Governmental action relating to, or seizure of, the affected property.

B. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in defending against any of these.

C. Nuclear reaction, nuclear radiation, or radioactive contamination.

The following definitions apply to this coverage:

A. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

B. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system that results in the distortion, corruption, manipulation, copying, deletion, destruction or slowing down of that "electronic data" or computer system. It does not mean physical loss or damage to computers or computer systems.

C. "Period of recovery" means the period of time that:

a. Begins at the time of direct loss of or damage to "electronic data" caused by or resulting from any peril "covered" by this endorsement; and

b. Ends on the earlier of:

   i. The date when your operations are restored, with reasonable speed and diligence, to the condition that would have existed in the absence of the loss of "electronic data"; or

   ii. Sixty days after the date when, with reasonable speed and diligence, your computer system is restored to the functionality that existed prior to the loss.

c. The expiration date of this policy will not cut short the "period of recovery."

MUNICIPAL PROPERTY INSURANCE COMPANY

Tax Lien Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

E. The most we will pay for a loss of property acquired through any statutory taking process is "actual cash value". The "actual cash value" settlement amount will be inclusive of all applicable sub limits.

MUNICIPAL PROPERTY INSURANCE COMPANY

Leased Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

D. The most we will pay for a loss of leased property is “actual cash value”, unless the insured is contractually responsible for a different amount.

MPIC CLAIM REPORTING INFORMATION

Thank you for selecting the Municipal Property Insurance Company (MPIC) to be your property insurance carrier. We look forward to working with you should you have a claim. In the event you experience damage or circumstances that may result in a claim for damages, please provide notice to MPIC as promptly as possible, using the attached Loss Reporting Form.

Report a claim to us:

Fax, e-mail or mail the **Loss Reporting Form** (Word) to:

Fax: 612-766-3099

E-mail: **claims@mpicwi.com**

Mail: MPIC
9701 Brader Way, Ste. 301
Middleton, WI 53562

You may also call Jon Weber at the following number:

Toll-Free Phone: 877-278-4165

Also, please note the following specific **Section VII - Basis of Recovery** and **SECTION VIII - Conditions** policy provisions that apply to loss reporting and recovery.

Section VII – Basis Of Recovery

A. The most we will pay for loss or damage to “covered property” other than a “historical building” shall not exceed the lesser of the following amounts:

2. The amount incurred to repair or replace the damaged property at the time of the loss with property of like kind and quality to be used for the same purpose on the same site.

3. The amount incurred to repair or replace the damage property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.

4. The “actual cash value” of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

Section VIII - Conditions

Q. **Duties In The Event Of Loss or Damage**

1. You must see that the following are done in the event of loss or damage to “covered” property:

b. Give us prompt notice of the loss or damage. Include a description of the property involved.

d. Take all reasonable steps to protect the “covered” property from further damage, and keep a record of your expenses necessary to protect the “covered” property, for consideration in the settlement of the claim. Also, if feasible, set the damage property aside and in the best possible order for examination.

f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies of your books and records.

h. Cooperate with us in the investigation or settlement of the claim.

LOSS REPORTING FORM

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 BRADER WAY, SUITE 301
MIDDLETON, WI 53562
CONTACT: JON WEBER
PHONE: (877) 278-4165
FAX: (612) 766-3099
EMAIL: CLAIMS@MPICWI.COM

Instructions: Complete this form online or email or mail to MPIC. If available, attach a copy of the police report. This form may be reproduced.

Major losses should be reported by phone. Call MPIC at:

Phone: (877) 278-4165

Complete this section:

Policy Number:	Name as it Appears on Policy:		
Contact Person (for this claim):	Phone Number:		
Fax Number:	Email Address:		
Address:	City:	State: WI	Zip Code:
Date of Loss (if unsure, use date discovered):	Time of Loss:	Estimated Amount of Loss (attach copy of estimate if available):	

Kind of Loss (check one):

- ☐ Fire
- ☐ Lightning
- ☐ Wind
- ☐ Hail
- ☐ Glass Breakage
- ☐ Vandalism (Other than Glass)
- ☐ Water Damage
- ☐ Damage by Vehicle
- ☐ Collision – Vehicle
- ☐ Comprehensive – Vehicle
- ☐ Other – Describe

Type of Property:

- ☐ Building
- ☐ Contents
- ☐ Contractors Equipment
- ☐ Other – Describe
- ☐ Property in the Open
- ☐ Money
- ☐ Vehicle

Location of Loss:	
Description of Loss and Damage:	
Remarks:	
Print Name:	Title:
Signature:	Date: