

RECIPROCAL EMERGENCY WATER SERVICE AGREEMENT BETWEEN THE VILLAGE OF PLOVER AND THE VILLAGE OF WHITING

April XX, 2026

THIS AGREEMENT made and entered into this XXth day of April, 2026, and executed by and between the Village of Plover, hereafter referred to as "Plover" and the Village of Whiting, hereinafter referred to as "Whiting", both municipal corporations of the County of Portage, State of Wisconsin.

WHEREAS, municipalities in the State of Wisconsin are authorized to jointly provide municipal services under Section 66.0301 of the Wisconsin Statutes which provides for cooperation agreements between municipalities to provide municipal service,

WHEREAS, Plover and Whiting are agreeable to providing emergency water service to each other under certain expressed conditions described herein,

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between Plover and Whiting as follows:

1. Plover agrees to provide emergency water service to Whiting and Whiting agrees to provide emergency water service to Plover, if and when the following conditions occur:
 - a. An emergency occurs of such nature and duration as to justify a request by either Plover or Whiting to have water furnished by the other party; and
 - b. The party that is requested to provide emergency water service makes its own determination that an emergency actually exists; and
 - c. The party that is requested to provide emergency water service determines it has sufficient excess capacity to provide the service at the time it is requested; and
 - d. Emergency water service can be provided through mutually agreed on metered connections which are properly equipped to facilitate the emergency water service without any adverse impacts to the party providing emergency service or its customers.
2. An "emergency" is defined as a sudden occurrence or rupture which results from equipment failure or a major transmission water main failure, and the consequential decrease of water available to supply the permanent customers of the party experiencing the emergency. An "emergency" may include insufficient water available under a situation that results from plant maintenance, inadequate storage facilities, insufficient plant capacity or water quality, or some other long-term occurrence of a similar kind.
3. The party requesting and receiving emergency water service agrees to pay the party providing emergency service the commodity charge as set forth in the current rate order issued by the

Public Service Commission of Wisconsin for the party providing service. Both Plover and Whiting agree to request that a standby service charge not be imposed by the Public Service Commission of Wisconsin.

4. The party that provided emergency service shall submit an invoice to the party that received such service, and the party that received emergency service shall pay the invoice within thirty (30) days from the date the invoice is submitted. If the party that received service fails to pay such invoice within thirty (30) days after submission, this Agreement may be terminated at the supplier's discretion and the party that received service shall be liable for all accrued indebtedness and damages resulting from such breach.
5. Plover and Whiting shall consult and mutually decide whether any mains or other facilities must be installed to accommodate the provision of emergency service under this Agreement. Prior to installing any mains or other facilities, the parties shall mutually agree on how the costs of such mains or facilities shall be allocated among the parties.
6. The required water meter maintenance shall be performed according to Wisconsin Administrative Code Public Service Commission Chapter 185 and costs associated with such will be paid for jointly by Plover and Whiting. Any future facility maintenance required to the mains, valves, or other facilities will be paid for by the party owning the facilities with the meter and meter manhole being a shared maintenance cost.
7. The party receiving emergency water service shall only serve permanent customers within their normal service boundary when receiving emergency water service.
8. The party providing emergency water supply shall provide water of such quality and pressure that normally exists in its distribution system at the point of interconnection between Plover and Whiting. The party receiving emergency water service shall be responsible for maintaining the water quality and pressure after it is received beyond the point of interconnection.
9. A party providing emergency water service to the other may discontinue such service only after the party providing service gives the other 24 hours' notice of the discontinuation. Service may be discontinued for any reason.
10. This Agreement is active from the date that both parties sign the document and shall remain in effect until either party decides to terminate said Agreement. Either party may terminate the Agreement by notifying the other party, in writing, with at least six (6) months advance notice of the party's intent to terminate. Upon termination of this Agreement, neither party shall have any obligation to provide emergency service to the other.
11. Neither Plover or Whiting shall be held responsible for any damages relating to furnishing or not furnishing emergency water service under this Agreement. A party that is requested to provide

water under this Agreement shall be held harmless by the party requesting service from all claims or damage of any kind, nature and description which may arise as a result of complying with this Agreement and furnishing or not furnishing water hereunder.

12. Neither this Agreement, nor any rights here under, shall be assigned or transferred by Plover or Whiting to another party or municipality.

13. In the event that a court of competent jurisdiction or governmental agency with like authority declares any portion of this Agreement unconstitutional, invalid or otherwise unlawful, then the entire Agreement shall be deemed terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to resolutions adopted by their respective governing bodies,

VILLAGE OF WHITING

Signed in presence of:

By: _____
Village President

By: _____

By: _____
Village Clerk

By: _____

VILLAGE OF PLOVER

Signed in presence of:

By: _____
Village President

By: _____

By: _____
Village Clerk

By: _____

Transportation Resolution

2026

VILLAGE OF WHITING BOARD

WHEREAS, local units of government in Wisconsin own and maintain approximately 90% of the public road miles in the state, including city and village streets, county highways, and town roads; and

WHEREAS, Wisconsin's economy—rooted in manufacturing, agriculture, and tourism—relies on a safe, reliable, and well-maintained transportation network; and

WHEREAS, local governments greatly appreciate the one-time infusions of General Purpose Revenue, primarily sales and income taxes, and other revenue provided in recent state budgets, which have enabled the initiation and continuation of the successful and popular Local Roads Improvement Program Supplemental (LRIP-S); and

WHEREAS, despite modest increases from the state over the years, transportation aids to local governments remain insufficient to keep pace with inflation and rising construction costs, leaving many communities funded below 2000 levels in real dollars; and

WHEREAS, local governments throughout Wisconsin continue to struggle to perform even routine maintenance, pavement preservation, and safety improvements, resulting in deteriorating roads and bridges; and

WHEREAS, the inaugural inventory and assessment of small bridges between 6 to 20 feet found about 10% of the nearly 17,000 structures to be in poor or severe condition; and

WHEREAS, levy limits and other fiscal constraints prevent local governments from independently filling the funding gap created by inadequate state transportation aids; and

WHEREAS, absent sustainable state funding, many communities have been forced to address their shortfalls by significantly increasing borrowing, deferring essential projects, or imposing local vehicle registration ("wheel") taxes; and

WHEREAS, Wisconsin motorists currently pay among the lowest transportation user fees in the Midwest, while neighboring states and dozens of others nationwide have enacted long-term revenue measures to keep their transportation systems competitive; and

WHEREAS, Wisconsin is increasingly relying on General Purpose Revenues to make needed investments, potentially pitting transportation against other vital services, such as education; and

WHEREAS, continued lack of growing, dedicated, and predictable revenue places Wisconsin at a growing economic disadvantage by threatening the efficiency of freight movement, the safety of travelers, and the attractiveness of our state to businesses and residents; and

WHEREAS, both Wisconsin's aging Interstate highway system—largely constructed in the 1950s and 1960s—and our extensive network of state and local roads require predictable, adequate, and sustainable funding to meet current and future needs;

NOW, THEREFORE, BE IT RESOLVED that the Village Board strongly urges the Governor of Wisconsin and the State Legislature to enact a comprehensive, sustainable transportation funding solution that:

1. Provides adequate and reliable revenue growth for the efficient long-term planning and execution of state and local transportation programs;
2. Includes responsible and prudent use of General Purpose Revenue and bonding;
3. Adjusts any new and existing transportation user fees and other revenue mechanisms to sustain purchasing power in order to maintain and improve Wisconsin's transportation infrastructure; and
4. Ensures transportation continues to deliver for Wisconsin by adequately funding reconstruction, preservation, and safety investments on the state and local systems.

BE IT FURTHER RESOLVED that the clerk is hereby directed to transmit a copy of this resolution to the Governor's office, all members of the Wisconsin State Senate and Assembly representing districts within the Village, and the League of Wisconsin Municipalities.

Adopted this 12th day of May 2026.

Village of Whiting, Portage County, Wisconsin

Bill Taugner, Village President

Attest: _____

Pam Filtz, Village Clerk

For contact information for your Legislative Delegation <http://legis.wisconsin.gov/>

Governor's email address: govinfo@wisconsin.gov

AGENDA ITEM #10

03/16/2026

DRAFT

Chapter 7 Ethics

Revisions to 7.07 and 7.08 made as a result of the March Ordinance Committee meeting

Sec. 7.07 Contracts with the Village

Any Trustee, public official, or employee with a direct or indirect financial interest, or an interest that could be perceived as influencing his judgment in a transaction or contract involving the Village, shall disclose such interest to the Village President prior to the meeting at which the matter will be considered, or at the earliest possible opportunity. Such disclosure shall then be publicly noted by the President or Committee Chairperson at the beginning of discussion for the applicable agenda item, and recorded in the minutes of that Village meeting. The individual making such disclosure shall refrain from participating in discussion or voting on the agenda item, except as permitted by law.

Sec. 7.08 Disclosure of Interest in Legislation

1. A Trustee who has a direct or indirect financial interest or other private interest that could be perceived as influencing the Trustee's judgment in any proposed ordinance, resolution, or other legislative matter before any Village Committee or the Village Board shall disclose the nature and extent of such interest to the Village President prior to the meeting at which the matter will be considered, or at the earliest possible opportunity. Such disclosure shall then be publicly noted by the Committee Chairperson or the President at the beginning of discussion of the agenda item, and recorded in the minutes of the Village meeting. A Trustee making such disclosure shall refrain from participating in discussion or voting on the matter, except as permitted by law.
2. (NOTE: #2 as previously amended stands, and should appear here as part of Sec. 7.08.)

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