

AGENDA  
COMMITTEE OF THE WHOLE MEETING  
CITY OF BERLIN  
TUESDAY, SEPTEMBER 5, 2017, 7:00 PM  
CITY HALL COUNCIL CHAMBERS

1. Roll Call.
2. General Public Comments. Registration card required (located at podium in Council Chamber).
3. Update on 107 W. Huron Street. RECOMMENDATION: Action as appropriate.
4. Discussion on Ordinance Changes Regarding Vacant Building Inspections.  
RECOMMENDATION: Discuss and action as appropriate.
5. Ripon Road Project. RECOMMENDATION: Recommend to Common Council to authorize the City Administrator to sign the Engineering Services Contract Between the Wisconsin Department of Transportation, City of Berlin and Kunkel Engineering Group, LLC for Project ID 6995-09-01 (City of Berlin, Ripon Road South Church Street to City Limits)
6. General Obligation Debt Refinancing for 2008 issue. RECOMMENDATION: Recommend to Common Council to Direct Staff to move forward with refinancing the 2008 Bond Issue with Baird.
7. Cyber Policy Insurance Coverage. RECOMMENDATION: Discuss and action as appropriate.
8. Motion to convene into closed session pursuant to Sec 19.85(1)(e), of the WI Statutes, to deliberate or negotiate the purchase of public property, investment of public funds or conduct other specified public business, whenever competitive or bargaining reasons require a closed session. (1) TID#02E Developers Agreement Amendment, 2) Discussion on potential TID #15 Developers Agreement 3) Union and non-union health plan renewal/post-retirement health insurance benefits, 4) Taxi Grant Contract with Classic Cab.)
9. Reconvene into open session and take appropriate action from closed session discussions.
10. Adjourn.

*In adherence to the City of Berlin Public Meeting Participation Policy, public participation will be allowed under each agenda item at the discretion of the presiding officer, with the exception of the Consent Agenda. Attendees must register their intention to participate on either a general comments section or a specific agenda item prior to the meeting by filling out a Registration Card, which can be obtained from the Internet, City Clerk's office or in the City Hall Council Chambers at the podium. Registration Cards should be turned in prior to the meeting to either the presiding officer or City Clerk.*

DATE: August 30, 2017

TO: Committee of the Whole

FROM: Lindsey Kemnitz

RE: Raze or repair order for 107 W. Huron Street

**BACKGROUND:**

The court approved the sale of the property on August 14<sup>th</sup> and the potential buyer had 10 business days to pay the remaining balance in full to own the property. I spoke with the potential buyer and he was unaware of the raze or repair order on the property when he put the bid on the property. I explained to him that the City would be willing to work with him on repair the building and that we would not just tear it down on him. The potential buyer was going to get bids for the work and then decided to buy it. John Blazel (Farmers & Merchants representative) and I have called the potential buyer after the 10 days and have not received a response. The Committee of the Whole needs to discuss and review if it is beneficial to repair or raze 107 W. Huron and give permission for staff to move forward with desired route.

**RECOMMENDATION:**

Discuss and action as necessary.

DATE: August 16, 2017

TO: Committee of the Whole

FROM: Scott Zabel

RE: Ripon Road Project ID 6995-09-01

Background: The City of Berlin sent out solicitations for consulting firms for the reconstruction of Ripon Rd. Of the five firms that submitted qualifications the top three were chosen and ranked based on selective criteria which was provided by the DOT. Kunkel Engineering ranked the highest and was selected by the city to perform the engineering services for the project. Kunkel then submits a contract to Cedar Corp. Engineering who is the consultant representing the DOT. Once both of the consultants reach an agreement based on the funding that was awarded and the scope of the project the three party agreement is signed by Kunkel, DOT, City of Berlin and approved by Governor Scott Walker. After this is approved Kunkel Engineering can begin the necessary field work and proceed to the design phase. The DOT approved the 80% federal funding for the Ripon Rd. project under the STP Rural Program. The project is scheduled for construction in 2020.

RECOMMENDATION: Approve that the City Administrator signs all 5 copies of the three party design engineering services contract.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT  
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

CITY OF BERLIN (MUNICIPALITY)

AND KUNKEL ENGINEERING GROUP, LLC (CONSULTANT) FOR

Project ID 6995-09-01  
City of Berlin, Ripon Road  
South Church Street to City Limits  
Local Street  
Green Lake County

This CONTRACT made and entered into by and between the DEPARTMENT ,MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in *Request for Qualifications, Engineering Design Services Project ID 6995-09-01 and includes the design and preparation of construction plans for the reconstruction of a local major collector street*. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: *Greg Wolfe, P.E., whose work address, e-mail address and telephone number are: 604 Wilson Avenue, Menomonie, WI 54751; [ggreg.wolfe@cedarcorp.com](mailto:ggreg.wolfe@cedarcorp.com); (715) 235-9081.*

The MUNICIPALITY REPRESENTATIVE is: *Scott Zabel, DPW Superintendent, whose work address, email address, and telephone number are: 108 N. Capron Street, Berlin, WI 54923; [szabel@cityofberlin.net](mailto:szabel@cityofberlin.net); (920) 361-5425.*

The CONSULTANT REPRESENTATIVE is: *Don Neitzel, GM, whose work address, email address, and telephone number are: 107 Parallel Street, Beaver Dam, WI 53916; [dneitzel@kunkelengineering.com](mailto:dneitzel@kunkelengineering.com); (920)356-9447.*

The CONSULTANT SERVICES will be performed for the DEPARTMENT's North Central Region office located in Wisconsin Rapids, WI and will be completed by *November 1<sup>st</sup>, 2019*. Deliver PROJECT DOCUMENTS to Cedar Corporation, 604 Wilson Avenue, Menomonie WI 54751 unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT  
SIGNATURE PAGES

☒ DEPARTMENT

☐ MUNICIPALITY

**A. Prime Consultant Basis of Payment**

**Actual Cost Plus Fixed Fee:**

For all contract services, actual costs to the CONSULTANT up to \$52,641.64, plus a fixed fee of \$4,333.91 not to exceed \$56,975.55.

**B. Subcontract Basis of Payment 1<sup>st</sup> Tier Subconsultant**

**Cost per Unit 1<sup>st</sup> tier Subconsultant:**

For Subsurface Investigations subcontracted to Intertek – Professional Services Industries, Inc., the CONSULTANT'S actual cost to Intertek – Professional Services Industries, Inc., not to exceed \$2,755.00 for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost Rate
Mobilization of drilling equipment and personnel	Lump Sum	\$450.00
Drilling support vehicle	Day	\$85.00
Boring Layout	Lump Sum	\$50.00
Soil drilling with Split-spoon sampling (80 feet)	Feet	\$14.00
Borehole Abandonment	Holes	\$20.00
All-Terrain Vehicle Drill Rig (if necessary)	Day	\$600.00
Flag Person	Hours	\$65.00
Visual and Lab Soil Classification	Test	\$10.00
Commence classification and forms	Lump Sum	\$50.00
Sieve	Test	\$50.00
Project Engineer for log preparation (2)	Each	\$50.00
Principal Engineer for report review	Hour	\$65.00

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$ 59,730.55.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT  
SIGNATURE PAGES

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 6 pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By: 

Title: G.M.

Date: 8/16/17

For the DEPARTMENT

By: \_\_\_\_\_

Contract Manager, WisDOT

Date: \_\_\_\_\_

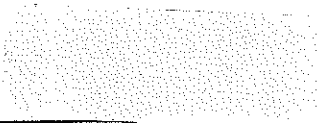
For the MUNICIPALITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved

By: \_\_\_\_\_ 

Governor, State of Wisconsin

Date: \_\_\_\_\_

## **VI. SPECIAL PROVISIONS**

### **SCOPE OF SERVICES**

#### **A. DESIGN REPORTS**

- (1) An abbreviated pavement design report is included. A life cycle cost analysis is not anticipated.
- (2) Traffic Management Plan Type 2 will be prepared and submitted prior to the Design Study Report.
- (3) Exceptions to Design Standards report are not anticipated and would be extra services. Exceptions outside of desirable will be documented in the DSR.
- (4) Storm water report or spreadsheets is included.

#### **B. ENVIRONMENTAL DOCUMENTATION**

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5 (c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare a Categorical Exclusion Checklist (CEC) for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the MUNICIPALITY and DEPARTMENT for approval.

The CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any resolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

##### **(1) Historical and Archaeological Surveys:**

- (a) The DEPARTMENT will provide notification to the Native American tribes as provided in the MANUAL. The CONSULTANT shall provide a draft letter and map, and identify the appropriate tribes for the DEPARTMENT'S use. The CONSULTANT shall follow the procedures as set forth in the MANUAL to notify other interested parties of this PROJECT.
- (b) The CONSULTANT shall follow the procedures set forth in the MANUAL for the Section 106 Process, Screening, to confirm whether this PROJECT meets the requirements for the Environmental Services Section "Screening List". The CONSULTANT shall notify the DEPARTMENT if any changes to the "Screening List" are required.

(2) Hazardous Materials/Contamination Assessments:

The CONSULTANT shall prepare the necessary Phase 1 Hazardous Materials Assessment Site Summaries for the PROJECT in accordance with the MANUAL, and submit along with the Environmental Report.

(3) Wetland Investigations:

- (a) The CONSULTANT shall identify wetland impacts in conjunction with the Department of Natural Resources and provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline date March 2002".
- (b) Wetland Mitigation Plans for the PROJECT shall be considered "Extra Services".

### **C. AGENCY COORDINATION**

(1) Section 404 Permits:

Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.

### **D. UTILITY INVOLVEMENTS**

- (1) The CONSULTANT shall follow the procedures of the WisDOT Guide to Utility Coordination for non-TRANS 220 projects.
- (2) The CONSULTANT shall prepare all necessary conveyance documents for the MUNICIPALITY. The MUNICIPALITY will enter into negotiations with the affected utility companies and will prepare all of the documents.

### **E. PUBLIC INVOLVEMENT**

(1) Public Involvement Meetings:

- (a) Conduct or assist the MUNICIPALITY in holding 1 public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT.
- (b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).
- (c) Prepare a summary report after the public involvement meeting(s).



- (d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).
- (e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.
- (f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
- (g) Coordinate meeting schedules with the MUNICIPALITY'S representative.

## **F. MEETINGS**

- (1) Attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) 1 meeting shall be held with local officials approximately 2 weeks prior to the Public Informational Meeting(s).
- (3) 1 meeting shall be held with the MUNICIPALITY'S staff approximately two weeks ahead of the local official's meeting for the purpose of reviewing exhibits, handouts, and presentations.
- (4) A Final Plan Review Meeting with the MUNICIPALITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.
- (5) Attend the pre-construction conference as scheduled by the MUNICIPALITY.
- (6) 3 meeting(s) shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.

## **G. SURVEYS**

- (1) Temporarily mark existing right-of-way for coordination with affected utilities and property owners.
- (2) Surveys shall be tied into the Wisconsin County Coordinate System, Green Lake County.
- (3) The CONSULTANT shall establish up to 8 horizontal and 8 USGS vertical control points at the project location.
- (4) The surveys shall provide information necessary for the preparation of plats and acquisition of rights of way and property.

## **H. SOILS AND SUBSURFACE INVESTIGATIONS**

- (1) Perform 4 borings of the existing pavement structure, including base courses and shoulders, in order to determine quantities and qualities of materials available for project needs.
- (2) Perform subsurface investigations to analyze project geotechnical concerns and provide full detailed recommendations. The soils shall be classified by pedological means to provide pavement design parameters.

## **I. ROAD PLANS**

- (1) The CONSULTANT shall prepare Road Plans for the PROJECT.
- (2) Road Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Road Plans are expected to consist of the following:
  - (a) Title Sheet
  - (b) Typical Cross Sections, General Notes, and Special Details
  - (c) Miscellaneous Quantities
  - (d) Plan-on-Plan Sheets (no profile)
  - (e) Cross Sections in side-slope grading areas only
  - (f) Traffic Control, by SDD only
  - (g) Erosion Control Plan (included on Plan-on-Plan sheets)

Road Plans shall be designed in accordance with the current practices of the DEPARTMENT and in accordance with the principles, standards, and practices adopted by the DEPARTMENT for design of highway plans, as specified in the MANUAL and shall be developed in accordance to, or be coordinated with the latest edition of the STANDARD SPECIFICATIONS for HIGHWAY and STRUCTURE CONSTRUCTION, of the DEPARTMENT.

- (3) Plans for minor incidental retaining walls less than six feet in height and pipe type structures in the CONTRACT shall be considered as special construction details of the Road Plans and not as Structure Plans. Retaining walls are not included.
- (4) In preparation of Road Plans, the CONSULTANT shall prepare and furnish to the MUNICIPALITY specifications for construction work included in the plans which are not covered by the STANDARD SPECIFICATIONS, and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- (5) The CONSULTANT shall furnish such other pertinent information and data with respect to the plans and design as may be necessary for completion of work under this CONTRACT.
- (6) Plans are subject to review and examination by the MUNICIPALITY and the DEPARTMENT.

- (7) It is anticipated that the PROJECT length will not exceed 1.5 miles along Ripon Road for preliminary design. For 60% plans and final plan and PS&E development, it is anticipated that the PROJECT length will not exceed approximately 1.06 miles along Ripon Road starting at the S. Church Street intersection. It is currently anticipated the design will not impact right of way.
- (8) It is anticipated that the Plan & Profile Sheets will be developed to a 1"=40' scale on the 11-inch by 17-inch size sheets.
- (9) Plans will show match-in points based on a station/offset at radius returns for intersections. Profile or Cross Sections for other roads, intersections, or driveways not included. Design of the reconstruction of intersections not included.

#### **J. PLATS**

- (1) The CONSULTANT shall prepare a Right of Way Plat as defined in the MANUAL. The Right of Way Plat shall be prepared on 11-inch by 17-inch reproducible sheets. The CONSULTANT shall include the Right of Way Plat information on the Plan & Profile Sheets.
- (2) The CONSULTANT shall use the most current tax records to determine ownership of properties and premises through over which a temporary Right of Way for the PROJECT is to be acquired.
- (3) The CONSULTANT shall prepare Right of Way Descriptions for all individual parcels of land to be acquired as Right of Way for the PROJECT. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. The Descriptions shall be tied to the PROJECT. The CONSULTANT shall prepare the descriptions on conveyance documents.
- (4) The CONSULTANT shall submit the Right of Way Plat and Descriptions to the DEPARTMENT for review and examination prior to acceptance by the MUNICIPALITY.
- (5) The CONSULTANT shall field locate and temporarily mark the temporary boundaries in a manner which will facilitate the appraisal of all affected parcels.

#### **K. PLANS, SPECIFICATIONS & ESTIMATES (P.S.&E.)**

- (1) The CONSULTANT shall submit the Plan Letter, Sample Proposal with the Highway Work Proposal and Special Provisions, Recommendation to Governor for Contract and Bond Approval Form, Utility Status Report, Certificate of Right of Way, Contract Time for Completion, News Release, Notes to Construction, and the Wetland Impact Tracking Form portion of the P.S. & E. electronically as specified in the MANUAL.

#### **L. SERVICES PROVIDED BY THE MUNICIPALITY**

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

1. Public Utility As-Built and System Drawings
2. List of Affected Property Owners
3. Utility Contacts

#### **M. PROSECUTION AND PROGRESS**

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.
- (2) The CONSULTANT proposes to sublet these services to:
  - (a) Subsurface Investigations to Intertek-Professional Services Industries, Inc.
- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by October 16, 2017.  
(Date)

Report Title	Date
Pavement Design Report	1/1/2018
30% Road Plan	2/15/2018
Environmental Document	9/01/2018
60% PS&E	1/1/2019
Design Study Report	1/1/2019
90% PS&E	8/1/2019
Final P.S. & E.	11/1/19

#### **N. ACCESS TO RECORDS**

Section V.B. of the STANDARD PROVISIONS is amended to include the following: The CONSULTANT'S record of the services provided under this CONTRACT will be available for inspection and copying at: 107 Parallel Street Beaver Dam, WI 53916.

Kunkel Engineering Group

**Summary of Staff Hours and Direct Labor Costs**

Project ID: 6995-09-01

City of Berlin, Ripon Road

S. Church Street - City Limits

Green Lake County

Classification	Project Manager	Project Engineer	Design Engineer	Staff Engineer	Engineering Tech - Surveyor	Admin. - Clerical	Total Direct Labor	
Avg. Hourly Wage	\$54.81	\$51.92	\$35.25	\$31.25	\$18.75	\$17.50	Hours	Dollars
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours
Design Administration	740	4	\$219.24		\$0.00	8	\$140.00	12
Design Reports	748	8	\$438.48	8	\$415.36		\$0.00	57
Envir Imp-Environment Documents	767	2	\$109.62	8	\$415.36	1	\$17.50	57
Project Dev-Uilities/RRAgency	746	4	\$219.24	4	\$207.68	1	\$17.50	43
Public Int. Meetings & hearing	743	8	\$438.48		\$0.00	2	\$35.00	34
Survey - General	729		\$0.00		\$0.00	2	\$35.00	34
Process Survey Data	775		\$0.00		\$0.00		\$0.00	10
Prelim Design - General	741	8	\$438.48	8	\$415.36	48	\$900.00	68
Prelim Design - Drainage	778		\$0.00		\$0.00	0	\$0.00	68
Design -Cadd-Drafting	770		\$0.00		\$0.00		\$0.00	48
Finalize Design Elements	742	2	\$109.62	8	\$415.36	16	\$500.00	56
Compute Quantities and Details	786		\$0.00	8	\$415.36		\$0.00	56
Traffic Control & Const Staging	788	4	\$219.24	8	\$415.36	24	\$750.00	34
Final Design Drainage	789		\$0.00	18	\$934.56	12	\$375.00	42
Plans, SP's and PS&E Docs	794	8	\$438.48	16	\$830.72	0	\$0.00	34
Project Develop-Meetings	747	16	\$876.96	2	\$103.84		\$0.00	57
TOTAL:		64	\$3,507.84	96	\$4,984.32	238	\$8,389.50	625
						160	\$5,000.00	\$23,114.16
						48	\$900.00	

### Consultant Direct Labor Rates

**City of Berlin, Ripon Road**

**S. Church Street to City Limits**

## Green Lake County

**Contract Completion Date:** 11/1/2019

**Fee Computation Summary by Engineering Task****Project ID: 6995-09-01****City of Berlin, Ripon Road****S. Church Street to City Limits****Green Lake County**

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee	Direct Expenses	Total
Design Administration	740	\$359.24	\$435.76	\$67.36		\$862.36
Design Reports	748	\$2,249.34	\$2,728.45	\$421.75		\$5,399.54
Envir Imp-Environment	767	\$1,638.48	\$1,987.48	\$307.22		\$3,933.17
Project Dev-	746	\$1,275.92	\$1,547.69	\$239.24		\$3,062.85
Public Inf. Meetings & hearing	743	\$473.48	\$574.33	\$88.78	\$542.00	\$1,678.59
Survey - General	729	\$1,525.00	\$1,849.83	\$285.94	\$428.00	\$4,088.76
Process Survey Data	775	\$1,500.00	\$1,819.50	\$281.25		\$3,600.75
Prelim Design - General	741	\$2,199.84	\$2,668.41	\$412.47		\$5,280.72
Prelim Design - Drainage	778	\$1,331.86	\$1,615.55	\$249.72		\$3,197.13
Design -Cadds-Drafting	770	\$1,878.00	\$2,278.01	\$362.13		\$4,508.14
Finalize Design Elements	742	\$1,588.98	\$1,927.43	\$297.93		\$3,814.35
Compute Quantities and	786	\$1,296.36	\$1,572.48	\$243.07		\$3,111.91
Traffic Control & Const	788	\$1,009.60	\$1,224.64	\$189.30		\$2,423.54
Final Design Drainage	789	\$1,357.56	\$1,646.72	\$254.54		\$3,258.82
Plans, SP's and PS&E Docs	794	\$2,414.70	\$2,929.03	\$452.76		\$5,796.49
Project Develop-Meetings	747	\$1,015.80	\$1,232.17	\$190.46	\$520.00	\$2,958.43
<b>TOTAL:</b>		<b>\$23,114.16</b>	<b>\$28,037.48</b>	<b>\$4,333.91</b>	<b>\$1,490.00</b>	<b>\$56,975.54</b>

Indirect Cost Rate (%): 121.3Fixed Fee (%): 7.5

### Direct Expenses by Item

# Green Lake County

Item	Unit Amount	Unit Type	Rate	Total Expenses
Company Vehicle Mileage (Survey)	800.00	Miles	\$0.535	\$428.00
Company Vehicle Mileage (Meeting/Coord)	1,200.00	Miles	\$0.535	\$642.00
Printing/Reproduction/Copies (outside)	600.00	Pages	\$0.700	\$420.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$1,490.00



## Consultant Contract Total Fee Computation

Project ID 6995-09-01  
City of Berlin, Ripon Road  
S. Church Street to City Limits  
Green Lake County

Project ID	6995-09-01				Total for Contract
Number of Staff Hours	625				625
Total Direct Labor	\$23,114.16				\$23,114.16
Total Indirect Costs	\$28,037.48				\$28,037.48
Fixed Fee	\$4,333.91				\$4,333.91
Direct Expenses	\$1,490.00				\$1,490.00
Subtotal	\$56,975.55	\$0.00	\$0.00	\$0.00	\$56,975.55
Subcontract 1	\$2,755.00				\$2,755.00
Subcontract 2					\$0.00
Subcontract Subtotal	\$2,755.00	\$0.00	\$0.00	\$0.00	\$2,755.00
TOTAL COST	\$59,730.55	\$0.00	\$0.00	\$0.00	\$59,730.55

Indirect Cost Rate (%): 121.3

Fixed Fee (%): 7.5



Ripon Office  
608 North Stanton Street  
Ripon, Wisconsin

**INTERTEK - PROFESSIONAL SERVICE INDUSTRIES, INC.**

Client: Kunkel Engineering  
Attn: Mr. Don Neitzel  
Project Name: Ripon Road

Date: 8/3/17  
PSI Proposal No.: 218794

	Qty	Unit	Unit Fee	Total
<b>FIELD EXPLORATION SERVICES</b>				
1. Mobilization of drilling equipment and personnel	1	Lump	\$450.00	\$450.00
2. Drilling support vehicle	1	Day	\$85.00	\$85.00
3. Boring Layout	1	Lump	\$50.00	\$50.00
4. Soil drilling with Split-spoon sampling (80 feet)	60	Feet	\$14.00	\$840.00
5. Borehole Abandonment	4	Holes	\$20.00	\$80.00
6. All-Terrain Vehicle Drill Rig (If necessary)	0	Day	\$600.00	\$0.00
7. Flag Person	8	Hours	\$65.00	\$520.00
Subtotal for Field Services:				<u>\$2,025.00</u>
<b>LABORATORY SOIL TESTING SERVICES</b>				
1. Visual and Lab Soil Classification	30	Test	\$10.00	\$300.00
2. Commerce classification and forms	0	Lump	\$50.00	\$0.00
3. Sieve	0	Test	\$50.00	\$0.00
Subtotal for Laboratory Analyses:				<u>\$300.00</u>
<b>ENGINEERING SERVICES FOR EVALUATION AND LOG PREPARATION</b>				
1. Project Engineer for log preparation (2)	6	Each	\$50.00	\$300.00
2. Principal Engineer for report review	2	Hour	\$65.00	\$130.00
Subtotal for Engineering Services:				<u>\$430.00</u>
<b>TOTAL ESTIMATED FEE:</b>				<u><u>\$2,755.00</u></u>
<b>** Additional 10 foot boring</b>				<b>\$125.00 each</b>
<b>** Additional 20 foot boring</b>				<b>\$250.00 each</b>
<b>** ATV if requested or required</b>				<b>\$ 600.00 per day</b>
<b>** Additional cost to extend "soil borings"</b>				<b>\$ 11.00 foot</b>

DATE: August 28, 2017

TO: Mayor and Common Council

FROM: Jodie Olson

**RE: Refinancing of 2008 GO Bonds**

**Background:** The 2008 General Obligation Bonds are callable on 3/1/18. I have asked Baird to review this bond issue for refinancing at a lower interest rate. If we refinance the remaining \$1,335,000 of principle left on the 2008 bond payments, we can save approximately \$40-50K on debt service payments over the next 6 years. If this is something Council wishes me to pursue, I will begin the process to be finalized in December.

**Recommendation:** Direct Staff to move forward with refinancing the 2008 General Obligation Bond Issue with Baird.

# Preliminary - Non Rated

## City of Berlin Illustration of Hypothetical Refinancing <sup>(1)</sup>

Calendar Year	BEFORE REFINANCING				AFTER REFINANCING				POTENTIAL DEBT SERVICE SAVINGS
	G.O. Refunding Bonds (CR) Dated July 8, 2008				G.O. Refunding Bonds (CR) Dated December 1, 2017 <sup>1</sup>				
	PRINCIPAL (3/1)	RATE	INTEREST (3/1 & 9/1)	TOTAL	PRINCIPAL (3/1)	INTEREST (3/1 & 9/1)	TOTAL		
TOTAL DEBT SERVICE	TOTAL DEBT SERVICE								
2018	\$200,000	4.375%	\$54,031	\$254,031	\$200,000	\$29,203	\$229,775	\$249,978	\$4,053
2019	\$205,000	4.375%	\$55,172	\$260,172	***	***	\$25,550	\$240,550	\$9,622
2020	\$215,000	4.375%	\$58,984	\$273,984	***	***	\$21,200	\$241,200	\$9,784
2021	\$230,000	4.375%	\$62,250	\$292,250	***	***	\$16,700	\$246,700	\$9,550
2022	\$235,000	4.375%	\$61,078	\$296,078	***	***	\$10,875	\$245,875	\$5,203
2023	\$250,000	4.375%	\$65,469	\$315,469	***	***	\$3,675	\$248,675	\$6,794
	\$1,335,000		\$182,984	\$1,517,984	\$200,000	\$29,203	\$1,145,000	\$1,243,775	\$45,006

Maturities callable 3/1/18 or any date thereafter.  
Partially supported by ER TID #1.

\*\*\* CALLABLE MATURITIES

\*\*\* REFINANCED WITH 2017 ISSUE.

(1) This illustration represents a mathematical calculation of potential interest cost savings (cost), assuming hypothetical rates based on current rates +10bps for municipal bonds as of 8/17/17. Actual rates may vary. If actual rates are higher than those assumed, the interest cost savings would be lower. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a refinancing or otherwise to be considered as advice.

(2) EST. INVESTMENT EARNINGS ..... \$2,497  
ROUNDING AMOUNT..... \$4,611  
POTENTIAL GROSS SAVINGS..... \$42,492

(3) POTENTIAL PRESENT VALUE SAVINGS \$..... \$48,493  
POTENTIAL PRESENT VALUE SAVINGS %..... 4.273%

(2) Calculated from 12/1/17 to 3/1/18 at recent LGIP rate of 0.88%.

(3) Present value calculated using the All Inclusive Cost (AIC) of 2.75% as the discount rate.

Interest Rate Sensitivity		
Change in Rates	Est. PV % Savings	Est. PV \$ Savings
-0.30%	5.264%	\$59,749
-0.20%	4.932%	\$55,975
-0.10%	4.598%	\$52,192
+0.10%	3.942%	\$44,742
+0.20%	3.613%	\$41,009
+0.30%	3.285%	\$37,289

Robert W. Baird & Co. Incorporated ("Baird") is not recommending any action to you. Baird is not acting as an advisor to you and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934. Baird is acting for its own interests. You should discuss the information contained herein with any and all internal or external advisors and experts you deem appropriate before acting on the information. Baird seeks to serve as an underwriter (or placement agent) on a future transaction and not as a financial advisor or municipal advisor. The primary role of an underwriter (or placement agent) is to purchase, or arrange for the placement of, securities in an arm's length commercial transaction with the issuer, and it has financial and other interests that differ from those of the issuer. The information provided is for discussion purposes only, in seeking to serve as underwriter (or placement agent). See "Important Disclosures" contained herein.

# City of Berlin

## Illustration of Hypothetical Refinancing (1)

Calendar Year	BEFORE REFINANCING				AFTER REFINANCING				POTENTIAL DEBT SERVICE SAVINGS
	\$2,660,000 G.O. Refunding Bonds (CR) Dated July 8, 2008				\$1,145,000 G.O. Refunding Bonds (CR) Dated December 1, 2017 <sup>1</sup>				
	PRINCIPAL (3/1)	RATE	INTEREST (3/1 & 9/1)	TOTAL	PRINCIPAL (3/1)	INTEREST (3/1 & 9/1)	TOTAL	TOTAL NEW DEBT SERVICE	
2018	\$200,000	4.375%	\$54,031	\$254,031	\$200,000	\$29,203	\$20,775	\$249,978	\$4,053
2019	\$205,000	4.375%	\$45,172	\$250,172	***	***	\$20,775	\$240,550	\$9,622
2020	\$215,000	4.375%	\$35,984	\$250,984	***	***	\$21,200	\$241,200	\$9,784
2021	\$230,000	4.375%	\$26,250	\$256,250	***	***	\$230,000	\$246,700	\$9,550
2022	\$235,000	4.375%	\$16,078	\$251,078	***	***	\$235,000	\$245,875	\$5,203
2023	\$250,000	4.375%	\$5,469	\$255,469	***	***	\$245,000	\$248,675	\$6,794
	\$1,335,000		\$182,984	\$1,517,984	\$200,000	\$29,203	\$98,775	\$1,472,978	\$45,006

Maturities callable 3/1/18 or any date thereafter.  
Partially supported by ER TID #1.

### CALLABLE MATURITIES

- (1) This illustration represents a mathematical calculation of potential interest cost savings (cost), assuming hypothetical rates based on current rates +10bps for municipal bonds as of 8/17/17. Actual rates may vary. If actual rates are higher than those assumed, the interest cost savings would be lower. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a refinancing or otherwise to be considered as advice.
- (2) Calculated from 12/1/17 to 3/1/18 at recent LGIP rate of 0.88%.
- (3) Present value calculated using the All Inclusive Cost (AIC) of 2.88% as the discount rate.

\*\*\* REFINANCED WITH 2017 ISSUE.

- (2) EST. INVESTMENT EARNINGS ..... \$2,497  
ROUNDING AMOUNT..... \$1  
POTENTIAL GROSS SAVINGS..... \$37,882
- (3) POTENTIAL PRESENT VALUE SAVINGS \$..... \$43,722  
POTENTIAL PRESENT VALUE SAVINGS %..... 3.852%

Interest Rate Sensitivity		
Change in Rates	Est. PV % Savings	Est. PV \$ Savings
-0.30%	4.848%	\$55,020
-0.20%	4.516%	\$51,256
-0.10%	4.182%	\$47,466
+0.10%	3.533%	\$40,100
+0.20%	3.203%	\$36,359
+0.30%	2.875%	\$32,635

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DATE: August 29, 2017

TO: Mayor and Committee of the Whole

FROM: Jodie Olson

**RE: Cyber Liability Coverage**

BACKGROUND: In reviewing our property and liability insurance this year, the question of obtaining cyber coverage came up. After going thru multiple layers of EMC personnel, I was provided the attached information.

In a nutshell, what I can determine is that our Data Compromise insurance that we already have in place will handle defense and liability costs if personal identifying information is compromised. It also would come into play for identity recovery. The Cyber coverage is for the actual computer software restoration and data recovery. The Cyber coverage also provides insurance when a third party sues for an insured's failure to secure their computer system.

In my opinion, I do not see any harm in getting a little extra insurance relative to the world of cyberspace. There are a lot of hackers, unknown threats and constantly changing threats. For \$256 in additional premium, it is a small price to pay for additional security.

RECOMMENDATION: Discuss and action as appropriate.

# AGENCY BULLETIN

MILWAUKEE BRANCH OFFICE – OCTOBER 2015



## Introducing CyberSolutions

EMC Insurance Companies presents CyberSolutions, a robust new product that combines data compromise, including identity recovery, and cyber liability coverages to help businesses react to and recover from a cyber-related event.

Almost every business relies on computer systems, and when these systems experience an attack, critical information can be lost. System and data recovery can result in loss of income and cost thousands of dollars, while liability from insufficient systems security can lead to expensive litigation. Many businesses think they are already covered for these expenses; however, cyber insurance is not provided under general liability or professional indemnity policies. It is a specialized coverage that must be purchased.

Although data compromise and cyber liability can be purchased separately, CyberSolutions offers the most complete protection by covering the costs associated with data restoration, data re-creation, system restoration, loss of business, public relations services and network security liability.

### Check out these CyberSolutions resources:

[CyberSolutions Video](#)

[Policyholder Infographic](#)

[Policyholder Brochure](#)

[Agent Insider](#)

[Sales Boost: CyberSolutions](#) (agent sales tool)

Contact your EMC marketing representative or commercial underwriter for more information, or visit [www.emcins.com/businessins/cybersolutions](http://www.emcins.com/businessins/cybersolutions).

16455 W. Bluemound Rd. | Brookfield, WI 53005-5976 | P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | [www.emcins.com](http://www.emcins.com)

Employers Mutual Casualty Company  
EMCASC0 Insurance Company  
EMC Reinsurance Company

Illinois EMCASC0 Insurance Company  
Dakota Fire Insurance Company  
EMC Property & Casualty Company

Union Insurance Company of Providence  
Hamilton Mutual Insurance Company  
EMC Risk Services, LLC

EMC Underwriters, LLC  
EMC National Life Company (affiliate)

## FAQ

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### General Overview

1. What is the rating basis for Data Compromise and Cyber?
2. In addition to coverage, what risk management resources are available for CyberSolutions insureds?
3. Can an EMC Umbrella be written over a CyberSolutions policy?
4. Does Data Compromise and/or Cyber coverage allow for subrogation?
5. How do people find out that they've been hacked?
6. Are there any ineligible risks?
7. What is the application process?
8. Is an application required for Cyber coverage?
9. If we currently have a DC8000 questionnaire in the file for Data Compromise coverage, is another DC8000 questionnaire required to add Cyber Coverage?
10. Can we add Data Compromise coverage midterm?
11. Can we add Cyber Liability coverage midterm?
12. Can we change limits or deductibles midterm?
13. Does Data Compromise or Cyber coverage impact EMC's profit share program?
14. Can a CyberSolutions policy be written stand-alone?
15. How are claims reported?
16. Are multi-state accounts with operations in a non-filed state eligible for coverage?
17. If a policyholder has had a data compromise or cyber-attack event in the last 12 months are they eligible for Data Compromise and/or Cyber coverage?

### Cyber

18. What does Cyber coverage cover?
19. My insured has a Data Compromise policy today. Why do they also need to buy Cyber coverage?
20. Is Cyber coverage occurrence coverage?
21. What is "malware"?
22. Does Cyber coverage respond to hardware loss?
23. Cyber excludes propagation or forward of malware in connection with hardware or software created, produced or modified by insureds for sale, lease or license to third parties. Would an "app" fall under this exclusion?
24. Regarding Network Security Liability coverage under Cyber. Assume that an unintended propagation of malware event affects our insured's client, and the client brings a Network Security Liability Suit against our insured. If that malware continues downstream from that client to another party, and that party brings action, do we respond?
25. In the Cyber coverage under Network Security Liability, will the "judgment" coverage include fines and penalties assessed to the insured?
26. Although it can sometimes be difficult to determine where malware originates, what evidence must the claimant present to our insured in order to activate a cyber claim?
27. What can an agent do to assess an insured's potential Cyber exposure?



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### **Data Compromise and Identity Recovery**

- 28. How were rating tiers 1 through 5 established?
- 29. Will Data Compromise coverage cover the financial loss if unauthorized charges are made on a credit card as the result of a data compromise?
- 30. Does a data compromise have to be a breach of computers or other electronic media?
- 31. Does Data Compromise coverage provide coverage for widespread malicious code?

### **General Overview FAQs**

#### **1. What is the rating basis for Data Compromise and Cyber?**

*Data Compromise* premium is derived from the SIC assigned to the risk. The SIC should be based on the predominant CGL classification. The SIC will then be used to determine which rating tier (1 through 5) the risk falls under. *Cyber* does not use SIC codes and tiers - premium is based on selected limit and deductible.

#### **2. In addition to coverage, what risk management resources are available for insureds?**

Insureds who buy a CyberSolutions policy receive access to a complimentary risk management portal called eRiskHub which provides valuable tools to help prepare for and mitigate potential data breach and cyber-attack losses.

#### **3. Can an EMC Umbrella be written over a CyberSolutions policy?**

Umbrella excludes coverage for these types of events, and would not apply.

#### **4. Does the CyberSolutions policy allow for subrogation?**

Yes, this is always a possibility.

#### **5. How do people find out that they've been hacked?**

Often an external organization such as law enforcement or financial institution will notify organizations when a suspected hacking has occurred. Additionally, an insured may learn of a hacking in the event a written demand has been made against them via a third party. Other times, they may simply notice that their computers are not functioning normally.

## FAQ

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### General Overview FAQs

**6. Are there any ineligible risks?**

Yes. For *Data Compromise* - Financial Institutions, Adult Businesses, Gambling or Gaming, Credit Card or Financial Transaction Processing, Hospitals, Information/Data Brokers, Credit Reporting Agencies, and Collection Agents. For *Cyber* - Adult Business, Gambling or Gaming, and Financial Institutions.

**7. What is the application process?**

The CyberSolutions Questionnaire – DC8000 is used for this line of business. Please follow the steps found on the questionnaire. The requirements are as follows:

For Data Compromise coverage:

- If a \$100,000 limit is requested, the first three questions need to be answered.
- If a \$250,000 limit is requested, the first five questions need to be answered.
- If a \$500,000 or \$1,000,000 limit is requested or if a government entity is requesting a \$100,000 limit, all 10 questions need to be answered.
- Government entities will also be required to answer Question 1 under Additional Information Requested for Municipalities.

**8. Is an application required for Cyber coverage?**

No application is required except for a limit of \$250,000. Fill out Questions 1-5 of DC8000 questionnaire. Refer to Underwriting Manual for acceptability.

**9. If we currently have a DC8000 questionnaire in the file for Data Compromise coverage, is another DC8000 questionnaire required to add Cyber coverage?**

No. Cyber coverage requires DC8000 questionnaire for \$250,000 limit only and if we already have a DC8000 in the file with acceptable answers to questions 1-5, a new copy of the questionnaire is not needed.

**10. Can we add a CyberSolutions policy midterm?**

Yes, this is an option.

## FAQ

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### **11. Can we add Cyber Liability coverage midterm?**

Cyber Coverage can be added mid-term to policies with a rate effective date (not policy effective date) of 10/1/15 (most states) and after.

For renewals with a rate effective date of 10/1/15, the only way to add Cyber would be to cancel pro-rata and issue a short term policy adding the coverage. For example, if you have a 7/1/15 in-force policy and you would like to add Cyber coverage on 10/1/15, you would pro-rata cancel the existing Data Compromise policy and issue a short term CyberSolutions policy effective 10/1/15 – 7/1/16. At policy expiration of 7/1/16, the short-term CyberSolutions policy will renew as an annual policy.

### **12. Can we change limits or deductibles midterm?**

No, the selected limit and/or deductible has to stay the same until the renewal.

### **13. Does Data Compromise or Cyber coverage impact EMC's profit share program?**

Cyber, Data Compromise Coverage and Identity Theft Recovery are excluded from EMC's profit share program.

### **14. Can a CyberSolutions policy be written stand-alone?**

No, even though CyberSolutions is a separate line of business, supporting property or liability policy is required.

### **15. How are claims reported?**

All CyberSolutions claims are first reported to the EMC Claims Department.

### **16. Are multi-state accounts with operations in a non-filed state eligible for coverage?**

Yes, if the domiciled state of the account is in a CyberSolutions eligible state a multi-state operation is eligible for Data Compromise and Cyber coverage for all its operations.

### **17. If a policyholder has had a data compromise or cyber-attack event in the last 12 months are they eligible for Data Compromise and/or Cyber coverage?**

Yes. If there was a recent data breach or cyber-attack, a policyholder is still eligible for up to \$50,000 Data Compromise limit and up to \$100,000 Cyber limit. Higher limits would be available 12 months after the last data breach event.

---

### Cyber FAQs

**18. What does Cyber coverage cover?**

Cyber coverage pays for damage to computer systems and operational data due to computer attacks including hacking, malware, and denial of service attacks. It also pays for a business entity's legal defense and liability damages resulting from a lack of a business's network security.

**19. My insured has a Data Compromise policy today. Why do they also need to buy Cyber coverage?**

Data Compromise covers an insured's breach response expenses and resulting defense and liability costs from a breach of personal identifying information. It doesn't cover financial loss to the insured's computer systems and operational data caused by unauthorized access, malware, or denial of service attacks. Adding Cyber coverage provides coverage for these additional exposures as well as liability and defense costs when a third party sues because of the insured's failure to secure their computer system.

**20. Is Cyber coverage occurrence coverage?**

The Computer Attack (1<sup>st</sup> party) coverage is discovery but the Network Security Liability (3<sup>rd</sup> party) coverage is a claims-made trigger.

**21. What is "malware"?**

Malware is any software used to disrupt computer operation, gather sensitive information, or gain access to private computer systems.

**22. Does Cyber coverage respond to hardware loss?**

No, hardware damage is not covered as part of Systems Restoration Costs. Coverage may exist elsewhere – possibly Equipment Breakdown and/or EDP.

**23. Cyber excludes propagation or forward of malware in connection with hardware or software created, produced or modified by insureds for sale, lease or license to third parties. Would an "app" fall under this exclusion?**

Yes, an app is considered software.

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### Cyber FAQs

- 24. Regarding Third Party coverage under Cyber. Assume that an unintended propagation of malware event affects our insured's client, and the client brings a Network Security Liability Suit against our insured. If that malware continues downstream from that client to another party, and that party brings action, do we respond?**

Yes.

- 25. In the Cyber coverage under Network Security Liability, will the "judgment" coverage include fines and penalties assessed to the insured?**

No, this coverage is for the judgment itself, but does not include fines or penalties assessed to the insured. Does this respond to fines or penalties or legal proceedings? No

- 26. Regarding Cyber. Although it can sometimes be difficult to determine where malware originates, what evidence must the claimant (3rd party) present to our insured in order to activate a claim?**

There is no specific evidence requirement, but we do require that a "Network Security Liability Suit" be received by the member to trigger defense and liability coverages. The suit will make allegations which we must then defend and potentially pay settlement/judgment costs. In order to trigger the Network Security Liability coverage, the important thing is the allegation made by the third party. No evidence needs to be presented. The claim made by the third party against the insured, whether it be an actual lawsuit or just an angry letter, has to allege that the claimant was harmed by one of the three kinds of covered events: the breach of third party business information, the transmission of malware or a denial of service attack.

- 27. What can an agent do to assess an insured's potential Cyber exposure?**

Refer to the Agent Sales Boost for a coverage needs analysis assessment tool to guide client conversations

---

### **Data Compromise and Identity Recovery FAQs**

**28. How were rating tiers 1 through 5 established?**

Our rating is based on tiers 1 through 5. Tier 1 risks would be ones with little personal data stored (mostly employee data) - examples are manufacturers and wholesale risks; Tier 2 risks will store more personal data such as account information, but not social security numbers - examples include churches and retail establishments; tier 3 risks will store customer social security numbers and/or medical records - examples include auto dealers, apartments, healthcare and other professional services; tier 4 is limited to educational institutions; and tier 5 is limited to public entity/municipal risks.

**29. Will the Data Compromise coverage cover the financial loss if unauthorized charges are made on a credit card as the result of a data compromise?**

No, generally the credit card company does not hold the consumer responsible for unauthorized credit card use. Data Compromise and Identity Recovery would assist an affected individual restore their identity if the loss was the result of a covered event though.

**30. Does a data compromise have to be a breach of computers or other electronic media?**

No, a data breach includes the physical theft of personal identifying information from a dumpster or improperly secured information left in a car or on a desk at work.

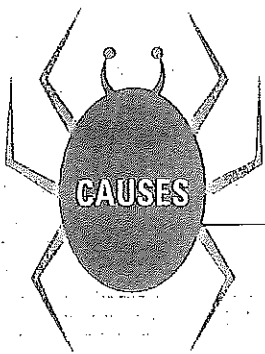
**31. Does Data Compromise coverage provide coverage for widespread malicious code?**

Yes. The form provides coverage for "malware-related compromise" losses (under both Response Expenses and Defense & Liability) subject to the sublimit. Widespread malicious code refers to large scale national or international virus or malicious code which is named or recognized by CERT Coordination Center or similar monitoring centers.

# CYBERSOLUTIONS

## Key Selling Points / Discussion Guide

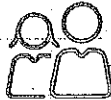
DATA COMPROMISE/IDENTITY RECOVERY		
1. Covers breach of personal identifying information involving employees/customers of insured entity		
2. Covers legal expenses of entity from lawsuits resulting from covered breaches		
3. Covers identity recovery case management services to restore an individual's identity		
4. Covers certain out of pocket expenses from identity theft		
5. Coverages include: Response Expenses, Defense & Liability, ID Theft Case Management and Expense Reimbursement		
CYBER		
1. Covers damage to business operational software, operating system and data		
2. Covers legal expenses from suits from third parties resulting from security weaknesses		
3. Coverage includes: Computer Attack and Network Security Liability		
4. Highest level of protection against cyber-attacks including costs associated with: Data Restoration / Data Recreation / System Restoration / Loss of Business / Public Relations Services		
COMMON OBJECTIONS	RESPONSES	STRATEGIES TO OVERCOME
Too Expensive	<p>Multiple limits and deductibles available to meet your needs</p> <ul style="list-style-type: none"> <li>Cost to recover from a breach can cost hundreds of dollars in notification expenses for each individual.</li> <li>Cost to recover from a cyber-attack include: Data Restoration / Data Re-creation System Restoration / Loss of Business Public Relations services / Network Security Liability</li> </ul> <p>CyberSolutions provides broad, affordable cyber risk protection specially designed for commercial entities.</p>	<ul style="list-style-type: none"> <li>Show table of <b>CyberSolutions</b> limits, deductibles and premiums available</li> </ul>
Don't Need It	<p>Any business using computers and the Internet are exposed to potential computer attacks such as hacking, malware, and denial of service attacks.</p> <p>Computer viruses and other computer attacks can result in lost business income and expenses to restore systems and recover data.</p> <ul style="list-style-type: none"> <li>29% of U.S. small business had a cyber-attack in 2012</li> <li>55% of small companies have experienced at least one data breach</li> </ul>	<ul style="list-style-type: none"> <li>Show infographic</li> <li>Show brochure</li> <li>Walk through claim scenarios</li> <li>Walk through Sales Boost</li> </ul>
My insured has already purchased "cyber" coverage (when they actually have Data Compromise)	<p>EMC's new <b>CyberSolutions</b> coverage offers a robust, comprehensive suite of coverages that combines:</p> <ul style="list-style-type: none"> <li>Cyber + Data Compromise + Identity Recovery</li> </ul> <p>To help businesses and organizations react and recover from a cyber-attack or data breach.</p>	<ul style="list-style-type: none"> <li>Explain coverage comparison chart</li> <li>Show infographic</li> <li>Show brochure</li> </ul>
I already have Data Compromise and do not see a need for Cyber coverage	<p><b>Data Compromise and Identity Recovery</b> Coverage provides coverage in the event of the loss of personal information and covers the key businessowners personal identity</p> <ul style="list-style-type: none"> <li>Does not cover financial loss to the insured's computer systems and operational data caused by unauthorized access</li> </ul> <p><b>ADDING Cyber coverage</b> provides coverage for the business in the event of a computer attack</p> <ul style="list-style-type: none"> <li>Pays for damage to computer systems and operational data</li> <li>Pays for entity's legal defense and liability damages</li> </ul>	<ul style="list-style-type: none"> <li>Explain coverage comparison chart</li> <li>Show infographic</li> <li>Walk through Sales Boost</li> </ul>



61% VIRUSES, WORMS AND TROJANS / 22% UNSPECIFIED MALWARE / 17% OTHER

### CONTRIBUTING FACTORS

► Employee or contractor mistakes



► Lost or stolen laptops, smart phones, tablets and storage media such as USBs and backup drives



► Procedural mistakes



### CAUSE FOR CONCERN

► Even though **47 STATES** require notification, only **33%** of small businesses notified customers that their personal information had been lost or stolen.

55%

► **55%** of business risk managers feel that their company is not dedicating enough resources to combat the evolution of hacking techniques.



CyberSolutions is available to a wide variety of businesses and organizations.



Schools



Municipalities



Offices



Auto Services



Convenience Stores



Wholesalers/  
Distributors



Light Manufacturers



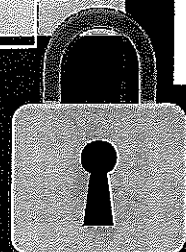
Contractors



Equipment Dealers



And More



### Learn More

To learn more, talk with your local independent insurance agent or visit [www.emcins.com](http://www.emcins.com) and select **Business Insurance > CyberSolutions**.

**EMC Insurance Companies**  
717 Mulberry Street  
Des Moines, IA 50309  
800-447-2295 • 515-280-2511

[www.emcins.com](http://www.emcins.com)



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\*Statistics provided by Hartford Steam Boiler Inspection and Insurance Company, a leading insurer of equipment breakdown coverage, specialty insurance and reinsurance coverages.



## CyberSolutions

### REACT TO AND RECOVER FROM A CYBER-RELATED EVENT

Cyber attacks and data breaches are increasingly common and can be devastating to your business. Not only are chances of a cyber-related event high, but recovery can be extremely costly. Reputational damage, loss of critical information essential to your daily operations and costly litigation will directly impact your bottom line.

That's why EMC offers CyberSolutions—a robust product that combines **cyber liability** and **data compromise coverages** to help your business or organization react and recover.

## CYBERSOLUTIONS

### Cyber Liability

- ▶ Computer software restoration
- ▶ Data recovery
- ▶ Third-party liability protection

### Data Compromise

- ▶ Response efforts
- ▶ Defense and liability
- PLUS:**
- ▶ Identity recovery for key individuals

## By the Numbers\* ▶ FREQUENCY

69%

of business risk managers reported  
**AT LEAST ONE HACKING SCARE**  
OR INCIDENT IN THE LAST YEAR

32%

reported more  
than five scares  
or incidents

29%

of U.S. businesses  
**HAD A CYBER ATTACK IN 2012**

72%

were not able  
to fully restore  
their company's  
computer data

55%

of small companies have experienced  
**AT LEAST ONE DATA BREACH**

53%

of small companies  
have experienced  
multiple data  
breaches

# CyberSolutions

Almost every business relies on data and computer systems, and when these systems experience an attack, critical information can be lost. The effects of a cyber attack or data breach, including loss of income and expensive litigation, can be long lasting and financially devastating.

## Coverage When You Need It Most

CyberSolutions from EMC Insurance Companies provides the robust protection you need to respond to and recover from a data breach or cyber attack. We do this by combining data compromise and cyber liability coverage into one product that offers a variety of limits and deductibles at affordable rates.

Available to a wide variety of businesses and organizations—from schools and municipalities to offices, manufacturers and contractors—CyberSolutions helps pay for the costs associated with:

- Computer software restoration
- Data recovery
- Third-party liability protection
- Cyber extortion
- Response efforts
- Defense and liability
- Identity recovery for key individuals within your organization

## Cyber Liability Component

The cyber liability component of CyberSolutions protects your organization against two related risks: computer attacks and liability to third parties due to security weaknesses in your computer systems.

### Computer Attacks

When a computer attack causes damage to your electronic data and computer systems, CyberSolutions pays for the costs associated with recovery, including:

- **Data Restoration**—The cost of a professional firm hired to replace lost or corrupted data from electronic sources



- **Data Re-Creation**—The cost of a professional firm hired to research, re-create and replace lost or corrupted data from nonelectronic sources\*
- **System Restoration**—The cost of a professional firm hired to restore your computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of your computer system
- **Loss of Business**—Business income lost and extra expense incurred during the period of time when system and data recovery activities are taking place\*
- **Public Relations Services**—Assistance from a professional public relations firm in communicating with outside parties concerning the computer attack and your response\*

\* Sublimits apply

### Electronic Media Liability

Electronic media liability coverage provides defense and settlement costs in the event of a lawsuit alleging that information displayed by the policyholder on a website caused damage to a third party.

### Network Security Liability

Network security liability provides coverage for defense costs (within the policy limits) and associated settlement and judgment costs arising from actions brought by third parties who allege injuries as a result of a failure in the security of your business systems, including:

- A breach of third-party business data
- An unintended propagation of malware
- A denial of service attack in which you unintentionally participated



## Data Compromise Component

The data compromise component of CyberSolutions provides the following coverages to help you notify and assist your clients and others following a breach of personal information:

### Response Expense Coverage

Includes coverage for costs associated with a legal and forensic information technology review of the breach, public relations and notification to the affected individuals. Costs associated with regulatory and payment card industry fines and penalties are included. This coverage also includes services for the affected individuals:

- A toll-free help line
- Credit monitoring
- Identity restoration case management

### Defense and Liability Coverage

Provides coverage for data compromise defense and liability (within the policy limits) in the event that affected individuals or a government entity brings an action against you. There must first be a covered loss under the response expenses coverage before defense and liability coverage goes into effect.

### Identity Recovery Coverage

Provides expense reimbursement and case management services caused by an identity theft for key individuals within your organization. Covered expenses may include:

- Various legal costs
- Lost wages
- Child and elder care costs
- Mental health counseling

Policyholders who are victims of covered identity thefts are assigned a case manager who provides a wide range of identity recovery services, including letter writing, phone calls, credit report requests, follow-up and record keeping.

### Claim and Legal Services

Claim services are provided by data compromise and identity recovery claim specialists. Policyholders who need legal defense are represented by experienced law firms—a service that would normally be too expensive for many business owners.

## Tools and Resources Through eRiskHub®

With CyberSolutions, you'll also receive access to eRiskHub, an online risk management portal that includes tools to manage cyber security risks and resources to help you stay informed of the latest security threats. Learn more about eRiskHub on our website.



Visit [www.emcins.com/businessins/cybersolutions](http://www.emcins.com/businessins/cybersolutions) to view more information about CyberSolutions, including real examples of how this coverage can protect your business or organization.

## Learn More

To learn more about CyberSolutions, contact your local insurance agent or visit [www.emcins.com/businessins/cybersolutions](http://www.emcins.com/businessins/cybersolutions).

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Disclaimer: The contents of this brochure are for informational purposes only and are not intended to be all-inclusive. Refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.

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## City of Berlin

### ***PREMIUM SUMMARY***

<u>DESCRIPTION</u>	<u>2016-17 PREMIUM</u>	<u>2017-18 PREMIUM</u>
Property	\$44,223.00	\$44,813.00
General Liability	\$10,772.00	\$10,734.00
Crime	\$345.00	\$349.00
Inland Marine	\$1,836.00	\$1,866.00
Automobile	\$24,283.00	\$25,780.00
Linebacker	\$4,072.00	\$4,040.00
Data Compromise	\$990.00	\$736.00
Law Enforcement Liability	\$2,876.00	\$2,895.00
Umbrella	\$5,954.00	\$6,136.00
<i>Sub-Total</i>	<i>\$95,351.00</i>	<i>\$97,349.00</i>
Workers Compensation	\$73,867.00	\$105,859.00
<b>Total</b>	<b>\$169,218.00</b>	<b>\$203,208.00</b>

Option – Increase umbrella limits from \$4,000,000/\$4,000,000 to \$4,000,000/\$8,000,000 - \$597 annual additional premium

Option – Add \$100,000 cyber coverage - \$256 annual additional premium