

*Amended
SAUK COUNTY BOARD OF SUPERVISORS
NOTICE OF COMMITTEE MEETING
AGENDA

COMMITTEE: UW - Baraboo/Sauk County Campus Commission

DATE: Thursday, August 20, 2020

TIME: 8:00 AM

*PLACE: Baraboo City Hall, Council Chambers, 101 South Blvd, Baraboo, WI

**This meeting is open to the public. No one should attend the meeting if they are experiencing COVID- or flu-like symptoms, have a fever, sore throat or recently experienced a loss of taste or smell. Masks are encouraged. Social distancing of 6 feet is required.

REASON FOR MEETING: REGULAR

ORDER OF BUSINESS:

1. Call to order and certification of compliance with open meeting law.
2. Approval of agenda.
3. Approval of minutes of previous meeting.
4. Public comment.
5. Communications.
6. Facilities planning and maintenance report.
7. Financial report and approval of vouchers.
8. Recommendation for Property Insurance.
9. Approval of Policy Delegating Certain Commission Duties to the Chair after Consultation with the Commission's Attorney.
10. Update from Student Housing Advisory Committee.
11. Deans' report.
12. Set next date and time.
13. Adjournment.

COPIES TO:

Committee: Wedekind Kolb Lohr Geick Giese Bretl Hazard

Others: C. Clerk Haggard Palm McCumber Corp. Counsel Arias Simonds
Olson Beghin Pinion Crammond Web Liaison News Media Bulletin Boards Compton

DATE NOTICE MAILED: *August 17,2020

NOTICE PREPARED BY: Office of the County Clerk

Any person who has a qualifying disability that requires the meeting or materials at the meeting to be in an accessible location or format should contact the U.W. Baraboo/Sauk County Campus at *(608) 355-5200 (same number for TTY) between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, exclusive of legal holidays, at least 48 hours in advance of the meeting so that reasonable arrangements can made to accommodate each request. Website: www.co.sauk.wi.us

SAUK COUNTY BOARD OF SUPERVISORS
NOTICE OF COMMITTEE MEETING
AGENDA

COMMITTEE: UW - Baraboo/Sauk County Campus Commission

DATE: Thursday, August 20, 2020

TIME: 8:00 AM

PLACE: UW - Baraboo/Sauk County Campus, Executive Dining Room,
1006 Connie Road, Baraboo, WI

**This meeting is open to the public. No one should attend the meeting if they are experiencing COVID- or flu-like symptoms, have a fever, sore throat or recently experienced a loss of taste or smell. Masks are encouraged. Social distancing of 6 feet is required.

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DATE NOTICE MAILED: August 13, 2020

NOTICE PREPARED BY: Office of the County Clerk

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Thursday, July 16, 2020

Members present: Phil Wedekind, Tom Kolb, Bryant Hazard, Cheryl Giese, Dave Bretl, Ed Gieck
Members Absent: Brandon Lohr

Chair Wedekind called the meeting to order at 8:00 a.m. and Compliance with the Open Meeting Law was verified.

MOTION (Kolb/Gieck) to adopt the agenda. Motion carried unanimously.

MOTION (Kolb/Bretl) to approve the minutes of the regular meeting on June 18, 2020.
Motion carried unanimously.

Public Comment: None.

Communications: None.

Financial report and approval of vouchers.

Report given.

Facilities planning and maintenance report:

Arias, Facilities Director gave the committee an update on proposed projects (report attached).

MOTION (Hazard/Kolb) to approve vouchers in the amount of \$2,221.04. Motion carried unanimously.

Discussion regarding delegation of certain commission duties to the commission chair after consultation with the commission attorney:

Bretl distributed a draft document outline chairperson's authority. Discussion followed. Bretl will update the document with changes suggested by the committee and will present at the August 20, 2020 meeting. *(Hand out on file)*

Update from Student Housing Advisory Committee.

Update was given.

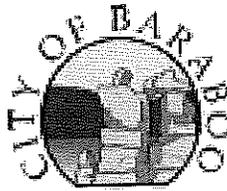
Deans' Report.

Report was given.

MOTION (Wedekind/Kolb) to adjourn until Thursday, August 20, 2020 at 8:00 a.m. Motion carried unanimously.

Respectfully Submitted,

Michelle Commings
Deputy, Sauk County Clerk



Finance Department Memorandum

To: UW Baraboo/Sauk County Campus Commission
From: Cynthia Haggard, Finance Director, 
Date: August 20, 2020
Re: July 31, 2020 Financial Highlights

Balance Sheet:

Please see the attached Balance Sheets for:

- July 31, 2020 and December 31, 2019

Income Statement:

Please see the attached Income Statement with comparison to budget for:

- July 31, 2020

Revenues

2020

- Total revenues are at 99.68 percent of budget.
- All appropriations have been collected.
- Interest income of \$318.27 is for January - June

Expenditures

2020

- Total expenditures are 60.81 percent of budget; percentage is reasonable.

Summary

- Net revenue over expenditures of \$46,921.80.
- Fund Balance has not been utilized, thus far.

City of Baraboo
UW_Baraboo/Sauk County Campus Commission
Balance Sheets
July 31, 2020 and December 31, 2019

Assets	<u>Year to Date</u>	<u>December 31, 2019</u>
Cash	\$ 291,522.53	\$ 238,873.16
Prepaid Expenses	-	18,687.50
Land	42,287.00	42,287.00
Buildings	15,555,165.53	15,555,165.53
Land Improvements	694,451.33	694,451.33
Machinery & Equipment	109,075.00	109,075.00
Total Assets	<u>\$ 16,692,501.39</u>	<u>\$ 16,658,539.52</u>
Liabilities and Fund Equity		
Liabilities;		
Accounts Payable	<u>\$ -</u>	<u>\$ 12,959.93</u>
Fund Equity:		
Fed/State Investments Assets	500,000.00	500,000.00
County Investment in Assets	5,694,499.93	5,694,499.93
City Investment in Assets	5,694,499.93	5,694,499.93
Contrib in Aid of Construction	4,511,979.00	4,511,979.00
Fund Balance	225,913.23	208,600.73
Non-Spendable Prepaid Expenses	18,687.50	18,687.50
Fund Balance Surplus Applied	-	-
Assigned_Capital Improvements	-	-
Net Revenue (Expenditures)	46,921.80	17,312.50
Total Fund Equity	<u>16,692,501.39</u>	<u>16,645,579.59</u>
Total Liabilities and Fund Equity	<u>\$ 16,692,501.39</u>	<u>\$ 16,658,539.52</u>

City of Baraboo
UW_Baraboo/Sauk County Campus Commission
Income Statement with Comparison to Budget
For The Seven Months Ending July 31, 2020

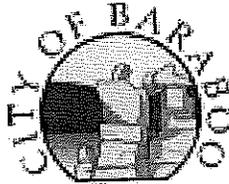
Revenues:	Current Month	Year to Date	Budget	Percentage of Budget
Appropriations-County	\$ -	\$ 60,000.00	60,000.00	100.00
Appropriations- City	-	60,000.00	60,000.00	100.00
Interest on Investments	-	318.27	700.00	45.47
Rents and Leases	-	1.00	1.00	100.00
Sale of Assets	-	-	-	-
Donations and Contributions	-	-	-	-
Fund Balance Applied	-	-	-	-
Total Revenues	<u>-</u>	<u>120,319.27</u>	<u>120,701.00</u>	99.68
Expenditures:				
Social Security	-	55.86	130.00	42.97
Commission Fees	-	730.00	1,600.00	45.63
Professional Services	-	-	-	-
Telephone	108.78	654.57	1,300.00	50.35
Repair & Maint Serv-Equipment	-	-	-	-
Repair & Maint Serv-Buildings	2,112.26	51,383.09	73,800.00	69.62
Repair & Maint Serv-Facilities	-	891.45	7,200.00	12.38
Travel	-	82.80	220.00	37.64
Repair & Maint Materials	-	3,914.12	15,000.00	26.09
Other Supplies & Expense	-	9.01	651.00	1.38
Insurance	-	15,676.57	20,800.00	75.37
Building Improvements	-	-	-	-
Total Expenditures	<u>2,221.04</u>	<u>73,397.47</u>	<u>120,701.00</u>	60.81
Net Revenues (Expenditures)	<u>\$ (2,221.04)</u>	<u>\$ 46,921.80</u>	<u>\$ -</u>	

UW-BSC Campus Commission Bills
August 2020

UW-BSC reimbursement	Description	Amount	Invoice Date	Invoice Number	Account Description	Account Number
Menards	Materials to test and deinstall floor mounted electrical wiring A 104	\$ 13.60	6/16/2020	32618049811	In-house Repair & Maint Materials	800-80-55600-350-000
Glacier Glass	Window repair in Umhoefer Bldg.	2,250.00	07/14/20	013930	Outsourced Repair & Maint Serv-Buildings	800-80-55600-260-000
Menards	Wasp and Hornet spray for Grounds and garbage cans	16.12	07/20/20	32677051089	In-house Repair & Maint Materials	800-80-55600-350-000
Menards	Drywall repair items for Umhoefer Commons window repair	10.36	07/20/20	93286988435	In-house Repair & Maint Materials	800-80-55600-350-000
Menards	Drywall repair materials for Umhoefer Commons window repair	31.74	07/16/20	32988029434	In-house Repair & Maint Materials	800-80-55600-350-000
Grainger	Ceiling tile for Lange and Umhoefer Bldg.	71.64	7/10/2020	9585228597	In-house Repair & Maint Materials	800-80-55600-350-000
Maintenance reimbursement total		\$ 2,393.46				

Direct Bill Commission	Description	Amount	Invoice Date	Invoice Number	Account Description	Account Number
CenturyLink	Monthly elevator dialer expense	\$ 111.08	07/17/20	301298969	Telephone	800-80-55600-220-000
JF Ahern	Theatre AC replacement project	47,250.00	07/08/20	385985	Outsourced Repair & Maint Serv-Buildings	800-80-55600-260-000
Chilwoods Electric Repair	Condenser fan motor for Umhoefer Bldg, Computer Lab	394.94	07/28/20	7711	In-house Repair & Maint Materials	800-80-55600-350-000
Service Electric	Electric Service panel replacement labor in Lange Bldg.	2,190.00	08/06/20	20596	Outsourced Repair & Maint Serv-Buildings	800-80-55600-260-000
Interstate Electric	Electric Service Panels for Lange Building	14,354.66	08/00/20	5959-636421	Equipment Purchases	800-80-55600-814-000
Service Electric	Labor to install meter in basement for service panel in Lange Bldg.	338.88	8/12/2020	20610	Outsourced Repair & Maint Serv-Equipment	800-80-55600-250-000
Consolidated Electrical Distributors, Inc.	Switchboard service & repair	4,341.34	8/4/2020	5859-638700	Outsourced Repair & Maint Serv-Equipment	800-80-55600-250-000
Total for direct pay		\$ 68,980.90				
Total for all		\$ 71,374.36				

The Commission approved this amount for invoices



Finance Department Memorandum

To: UW Baraboo/Sauk County Campus Commission
From: Cynthia Haggard, Director of Finance, 
Date: August 20, 2020
Re: Recommendation for Property Insurance

Background:

The last time the Campus sought quotes for property insurance (Buildings and Property in The Open) was in 2015. Municipal Property Insurance Company (MPIC) has been the insurance company since that time. The recent annual renewal from MPIC had a substantial increase in the premium from \$17,393 to \$21,455, or 23%. That increase caused a need to seek quotes.

Two proposals were received:

- MPIC @ \$21,455
- Cincinnati @ \$20,781

A Decision Matrix is provided as part of this Memorandum.

Recommendation:

I recommend we accept the proposal from Cincinnati Insurance Companies for a three-year fixed premium of \$20,781.

Decision Matrix Ratings_UW Property Insurance (1 - 5, 5 being the highest)

Financial Institution	Municipal Property Insurance Company	Cincinnati Insurance Companies	Wisconsin Municipal Mutual Insurance
Primary point of contact	Ben Hagen	Dan Lewison	
Phone number	(608)821-6303	(608)356-6606	608-2146-3336
Criteria:			
Received Proposal	5	5	-
Deductible \$2,500	5	5	-
Renewal Period	1	5	-
Included Property and PITO	5	5	-
Location to Baraboo	3	5	-
Reputation	5	5	-
Terrorism Coverage Offered	-	5	-
Annual Premium	4	5	-
	3.50	5.00	-

Cincinnati Insurance Companies' winning proposal characteristics:

- Renewal Term Offered a three-year fixed rate.
- Local Agent Dan Lewison's office is located in Baraboo.
- Additional coverage Offered additional coverage for terrorism.
- Premium The premium is \$20,781 for three years, compared to MPIC at \$21,455 for one year making Campus subjected to annual increases.



MUNICIPAL PROPERTY INSURANCE COMPANY
 9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

RENEWAL POLICY QUOTE

Policy # 5000360_Q-1
 Agent Pallin Allen

Named Insured and Principal Address:
 UW Baraboo/Sauk County Campus
 101 South Blvd.
 Baraboo, WI 53913

Contact:
 Cynthia Haggard
 608-355-2700

Policy Period: 12:01 am 10/01/2020 to 10/01/2021

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	2,500	33,681,600	0.0637	21,455
Total Annual Premium		\$21,455		

Comments

This quote is your estimated renewal policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.



MUNICIPAL PROPERTY INSURANCE COMPANY
 9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

DECLARATIONS

Policy # 5000360_Q-1
 Replaces Policy # 280000
 Agent Pallin Allen

Item I. Named Insured and Principal Address: Contact:
 UW Baraboo/Sauk County Campus Cynthia Haggard
 101 South Blvd. 608-355-2700
 Baraboo, WI 53913

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 10/01/2020, and expires at 12:01 A.M., 10/01/2021.

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	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	2,500	33,681,600	0.0637	21,455
Total Annual Premium		\$21,455	Billed to Insured	

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

Form	Edition Date	Description
MPIC-001	04-2019	Municipal Property Insurance Company Policy
MPIC-002Q	09-2020	Municipal Property Insurance Company Policy Quote
MPIC-004	06-2016	Statement of Values
MPIC-004 CE	06-2016	Contractor's Equipment
MPIC-004 PITO	06-2016	Property in the Open
MPIC-006	04-2019	Joint Loss Agreement Endorsement
MPIC-008	04-2019	Cap Of Losses From Certified Acts Of Terrorism
MPIC-506	06-2016	Coverage of Computer-Related Losses Endorsement
MPIC-510	01-2019	Tax Lien Property Coverage
MPIC-511	04-2019	Leased Property Coverage

Item V. Loss Payees:

Item VI. Variable Coverage Schedules:

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - 33,681,600

Site	Bldg	Description	Year Built	Floors	Square Footage	Building CRN	Content CRN
UW BARABOO SAUK COUNTY CAMPUS							
1							
	1	ADMINISTRATION/CLASSROOMS 1006 CONNIE ROAD BARABOO WI 53913	1968	2	52,420	\$9,522,000	\$0
	2	FINE ARTS CENTER 1006 CONNIE ROAD BARABOO WI 53913	1968	1	28,157	\$5,052,200	\$0
	3	GARAGE 1006 CONNIE ROAD BARABOO WI 53913	1968	1	3,206	\$160,300	\$0
	4	JOHN AND MURIEL LANGE CENTER 1006 CONNIE ROAD BARABOO WI 53913	1996	2	44,582	\$10,336,800	\$0
	5	LIBRARY 1006 CONNIE ROAD BARABOO WI 53913	1968	1	12,077	\$2,480,900	\$0
	6	Science Building 1006 CONNIE ROAD BARABOO WI 53913	2015	2	15,892	\$5,815,200	\$0
		Property in the open					\$314,200
		UW BARABOO SAUK COUNTY CAMPUS (1) Total				\$33,367,400	\$314,200
Building Subtotal							\$33,367,400
Contents Subtotal							\$0
Property in the Open Subtotal							\$314,200
Building, Contents and PITO Total							\$33,681,600

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	New Cost of Replacement
1	UW BARABOO SAUK COUNTY CAMPUS		
	BENCH, PARK		\$4,000
	SIGN UW BARABOO		\$6,300
	SIGN, sidewalk kiosk		\$2,600
	TABLE 18X60		\$400
	TENNIS COURTS FOUR COURT		\$171,800
	FENCE,CHAINLINK OVER 6FT.		\$46,700
	FIRE HYDRANT		\$1,400
	FIRE HYDRANT		\$7,800
	LIGHTING, ENTRY SIGN		\$700
	LIGHTING, ENTRY Tall Pole by Entrance		\$1,200
	LIGHTING, PARKING LOT Tall Poles		\$35,800
	OUTDOOR LIGHTING sidewalk short poles		\$32,000
	PICNIC TABLE		\$3,500
	UW BARABOO SAUK COUNTY CAMPUS (1) TOTAL		\$314,200
PROPERTY IN THE OPEN TOTAL			\$314,200

CONTRACTOR'S EQUIPMENT MUNICIPAL PROPERTY INSURANCE COMPANY

Description

RCN Subject

\$

CONTRACTOR'S EQUIPMENT TOTAL

\$

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 \$100,000.

- 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 \$5,000 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.

- 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 your "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 a maximum of \$5,000,000 (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" and "Property in the Open".

For unscheduled "buildings" and "Property in the Open" 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" and "Property in the Open" be scheduled when discovered. In addition, you must pay any unpaid premium on the unscheduled "building" or "Property in the Open" back to policy inception.

This coverage does not apply when:

- 1. The insured intentionally left the "buildings and "Property in the Open" unscheduled; or
- 2. The insured could have discovered with reasonable diligence that the "buildings and "Property in the Open" 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 up to \$25,000 at each premises for charges of each fire department 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. Police Dogs and Horses.

Police 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 police dogs and horses that are destroyed, 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. But we will not pay the cost of treatment and care to treat and prevent disease. It is not the intent to provide mortality or sickness coverage for causes outside the scope of duties of the police dog or horse.

The maximum amount we will pay per police dog or horse is the lesser of \$25,000 or the total of the expenses related to the replacement of the dog or horse plus expenses for the care or treatment of the police 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 \$100,000.

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 "occurrence".

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. "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.

GG. We will pay not more than \$5,000,000 per occurrence of earth movement including, but not limited to, earthquake including tremors and aftershocks, landslide, mudslide, earth sinking, earth rising or shifting. We will also provide coverage for fire or explosion not excluded in this policy when resulting from a covered earth movement event.

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, 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, except 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 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, wharves and docks for damage caused by any of the following: 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; however, amusement park rail systems are “covered”, and railroads, meaning trackage, beds, ties and railroad bridges, are “covered” if within 100 feet of a “covered” “building” or structure.
- G. Aircraft, except for drones, and vehicles licensed for road use.
- H. Animals and livestock, except for police dogs and horses.
- I. “Money” and “securities”, including postage stamps and food stamps, deeds, evidence of debt, or accounts receivable.

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; 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. 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: We will provide coverage for sewer, septic system or sump pump backup that is contained within a “building” or structure.

6. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in hindering or defending against any of these.
7. 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 diminution of value to property caused by "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. "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).
- Q. "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.
- R. "Operations" means the performance of your functions and duties at the insured premises.
- S. "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.
- T. "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.
- U. "Replacement Cost" means the cost to repair or replace (new) the property with like kind and quality.
- V. "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.
- W. "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.
- X. "Specified causes of loss" means the following: aircraft; civil commotion; explosion; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; vandalism; vehicles; 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.
- Y. "Vacant" means:
1. If you are a tenant, a unit or suite leased to you that does not house sufficient personal property to allow you to conduct your normal business "operations".
 2. 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.
- Z. "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".

AA. "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**:

<ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> Crawler Loaders Loader - Backhoes Motor Graders Motor Scrapers Rubber-Tired Loaders Wheel Tractors End Loader Type Equipment Derricks Equipment Excavating Excavators 	<ul style="list-style-type: none"> Farm Equipment <ul style="list-style-type: none"> Balers Combines Cultivators Harvesters Haybines Planters Spreaders Fork Lifts Golf Carts Grinders Hauling Equipment (off Highway) <ul style="list-style-type: none"> End Dumps Hoisting Machines Honey Wagons Hydraulic Breaker Lake Treatment Equipment <ul style="list-style-type: none"> Barges Lake Sprayers Weed Harvesting Equipment Leaf Suckers Lifts Loaders Mowers Mulchers Painting Machines Paving Equipment <table border="0" style="margin-left: 20px;"> <tbody> <tr> <td>Base Plants</td> <td>Finishers</td> </tr> <tr> <td>Distributors</td> <td>Mixers</td> </tr> <tr> <td>Profilers</td> <td>Plants</td> </tr> <tr> <td>Rippers</td> <td>Screeners</td> </tr> <tr> <td>Spreaders</td> <td>Surge Bins</td> </tr> <tr> <td>Scarifiers</td> <td>Asphalt Heaters</td> </tr> <tr> <td>Tar Kettles</td> <td>Tumblers</td> </tr> </tbody> </table> Transit Mixers Personal Watercraft Pile Driving Equipment Pipeline Equipment Plow Blades Plow Wings 	Base Plants	Finishers	Distributors	Mixers	Profilers	Plants	Rippers	Screeners	Spreaders	Surge Bins	Scarifiers	Asphalt Heaters	Tar Kettles	Tumblers	<ul style="list-style-type: none"> Portable Equipment <table border="0" style="margin-left: 20px;"> <tbody> <tr> <td>Compactors</td> <td>Compressors</td> </tr> <tr> <td>Excavators</td> <td>Generators</td> </tr> <tr> <td>Pumps</td> <td>Scales</td> </tr> <tr> <td>Stages</td> <td>Tanks</td> </tr> <tr> <td>Turbines</td> <td>Water Blaster</td> </tr> </tbody> </table> Pulvi-Mixers Railroad Equipment <ul style="list-style-type: none"> Railroad Cars Railroad Engines Track Service Vehicles Road Equipment <table border="0" style="margin-left: 20px;"> <tbody> <tr> <td>Flushers</td> <td>Graders</td> </tr> <tr> <td>Oilers</td> <td>Scrapers</td> </tr> <tr> <td>Rollers</td> <td>Sweepers</td> </tr> <tr> <td>Spreaders</td> <td>Shoulder Machines</td> </tr> </tbody> </table> Robots Rock Pickers Road Wideners Sand Blasters Seeders Sewer Jetters Sewer Rodders Shovels Sludge Trucks Sludge Injectors Snow Grooming Equipment <ul style="list-style-type: none"> 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 	Compactors	Compressors	Excavators	Generators	Pumps	Scales	Stages	Tanks	Turbines	Water Blaster	Flushers	Graders	Oilers	Scrapers	Rollers	Sweepers	Spreaders	Shoulder Machines
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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

CAP OF LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under:

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 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 foreclosure, tax lien, tax deed or any statutory taking process is "actual cash value". This coverage restriction eliminates all sub limits and other coverage provisions that may otherwise apply to a "covered loss".

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.

Dan Lewison
Don-Rick, Inc.
P.O. Box 528
Baraboo, WI 53913
608-356-6606

Business Insurance Proposal

UW BARABOO/SAUK COUNTY CAMPUS
135 4TH ST
BARABOO, WI 53913

Proposed Policy Period
10/01/2020 - 10/01/2023



Everything Insurance Should Be[®]

The Cincinnati Advantage

LEADING WITH STRENGTH AND SERVICE

Our Ability to Pay Claims



Everything Insurance Should Be®

Ratings

The Cincinnati Insurance Companies serve businesses, families and individuals. Our policies are backed by our strong surplus, assuring that resources will be there to pay policyholder claims. Each company in Cincinnati's standard market property casualty insurance group earns high insurer financial strength ratings:

A.M. Best Co. – A+ (Superior)

This independent provider of insurer ratings since 1899 awards its A+ (Superior) financial strength rating to Cincinnati's property casualty group. Only the top approximately 12% of property casualty insurer groups receive A.M. Best's A+ or A++ ratings in the Superior category. Best cites the group's superior risk-adjusted capitalization, conservative loss reserving and operating fundamentals, along with favorable balance sheet liquidity, growing use of predictive modeling and successful distribution within our targeted regional markets.

Fitch Ratings – A+ (Strong)

Fitch Ratings cites Cincinnati's conservative capitalization, well-managed reserves and strong agency distribution system in awarding its A+ insurer financial strength rating.

Moody's Investors Service – A1 (Good Financial Security)

Moody's A1 rating of the standard market property casualty group is supported by its entrenched regional franchise, good risk-adjusted capital position, consistent reserve strength, strong financial flexibility and substantial holding company liquidity.

S&P Global Ratings – A+ (Strong)

S&P cites multiple factors supporting Cincinnati's A+ (Strong) rating, including the group's very strong capitalization and strong competitive position, which is supported by a very loyal and productive independent agency force and low-cost infrastructure.

Service

Cincinnati markets insurance exclusively through a select group of local independent agents who deliver exceptional products and services. This means you can rely on someone who knows your community, its businesses and people, and who works hard to earn your loyalty and continued business over the long term. Together with local Cincinnati claims representatives, they have built Cincinnati's reputation as one of the top insurers, confirmed time after time in independent surveys of agents and consumers.

Cincinnati's business is helping people recover financially after losses, working to preserve their dignity in the process. Cincinnati excels as a company by responding to claims person to person, and building financial strength to meet future obligations. Cincinnati's ability to pay claims is fully supported by a consistent reserving approach and a highly rated, diversified bond portfolio that significantly exceeds our liability for estimated future claims.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



Ratings are effective as of the edition date of this form, under continuous review and subject to change and/or affirmation. For the latest financial strength ratings and information about our published rankings, independent surveys and studies, please visit cinfin.com.

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2019 The Cincinnati Insurance Company, 6200 S. Gilmore Road, Fairfield, OH 45014-5141.



The Cincinnati Insurance Company

Business Protection

SECURE YOUR RATES FOR THREE YEARS

Keeping Your Focus on What Matters



You deserve value beyond what you pay today

Your hard work isn't the only reason your business is a success. Your smart business decisions have helped to secure your company's financial future. Selecting insurance coverage from a carrier that shares your company's high standards makes good sense, and saving time and money while protecting your business makes your good choice even better.

Keep your focus on what matters

While you're running your business, Cincinnati Insurance can take away the task of annual renewals and ease your concerns about rate (cost per dollar of coverage) changes. We offer a unique benefit to qualifying commercial accounts. Our three-year package policy has rates that won't increase for the duration of your policy term, letting you keep your focus on your business instead of on annual renewals. Cincinnati makes this commitment to you and your business to support a relationship built on delivery of value and service.

Secure your rate

On specified lines of business – including property, general liability, crime and inland marine – rates calculated at policy inception do not change for the three years your policy is in force. This allows you to:

- better project and budget your insurance costs for the three-year term
- avoid repeating the renewal process annually
- enjoy stability of your three-year rate even if trends in the insurance market cause current rates to increase

Other lines of business – automobile, professional liability, commercial and personal umbrella, employment practices liability and workers' compensation – are rated annually.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



Everything Insurance Should Be®

Rate and premiums

While your rate is set for three years, please note that your premium (total dollars paid) may change during your three-year policy period if:

- **there are changes to your insured premium basis such as property values, payroll or sales estimates.** Your rate doesn't change, but if the basis to which the rate is applied changes, your total premium will increase or decrease. While your premium basis for liability insurance may be audited annually, you are protected from increasing rates.
- **the nature of your business changes.** If you expand or change the scope of your business by offering new services that generate a different rate, your total premium could increase or decrease.
- **your business location(s) change during the policy term.** These changes may generate a different rate and could cause your premium to increase or decrease.

Thank you for trusting your agent and Cincinnati to protect your business.



Everything Insurance Should Be®

We may cancel prior to the policy expiration date for one of the permissible reasons listed in the Common Policy Conditions and state amendatory endorsements on the policy. This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. *The Cincinnati Insurance Companies" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through □ The Cincinnati Insurance Company or one of its wholly owned subsidiaries - □ The Cincinnati Indemnity Company, □ The Cincinnati Casualty Company or □ The Cincinnati Specialty Underwriters Insurance Company - and life and disability income insurance and annuities through □ The Cincinnati Life Insurance Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. Copyright © 2017 The Cincinnati Insurance Company. All rights reserved.



POLICY LOCATION SCHEDULE

LOC#	BLDG#	Address	City	State	ZIP
1	1	1006 CONNIE RD	BARABOO	WI	53913
1	2	1006 CONNIE RD	BARABOO	WI	53913
1	3	1006 CONNIE RD	BARABOO	WI	53913
1	4	1006 CONNIE RD	BARABOO	WI	53913
1	5	1006 CONNIE RD	BARABOO	WI	53913
1	6	1006 CONNIE RD	BARABOO	WI	53913
1	7	1006 CONNIE RD	BARABOO	WI	53913

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. This quote is based on rating information supplied by you, subject to any pending rules and rate filings. It is also subject to normal underwriting consideration including, but not limited to, acceptable loss experience, favorable inspection and acceptable motor vehicle reports. In addition, the pricing offered in this quote is based on the total coverage offered. If changes to the quote are requested, including accepting only portions of the coverage offered, The Cincinnati Insurance Company reserves the right to requote the business. Acceptability of this risk and use of scheduled credits or debits is subject to approval by the company. This information is proprietary to The Cincinnati Insurance Company, its subsidiaries and affiliates. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries - The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2020 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. For additional information on our privacy policies, including state specific information, please visit <https://www.cinfin.com/privacy-policy>.



PROPERTY

Your Cincinnati standard commercial property policy comes loaded with coverages:

- **Buildings** – Includes additions under construction, required upgrades and demolition after a loss to meet current building codes and options to purchase an inflation safeguard.
- **Business personal property** – While in transit, at trade shows or temporary locations you don't own or lease; leased property used in your business and property owned by others and left in your care.
- **Business income and extra expenses** – Up to \$25,000 with no waiting period to keep your business operating after a covered loss. Higher amounts are available.
- **Extra costs** – After a covered loss, your policy may pay for removing debris, cleaning up pollutants, taking inventory, securing appraisals and recharging fire extinguishers.

Consider options to suit your needs today and as your business grows:

- **Equipment breakdown coverage** – Insures the sudden and accidental breakdown of machinery and equipment vital to your business.
- **Utility services** – Insures against covered interruptions of utility services to your premises that cause a covered loss to your building, business personal property or loss of income.
- **CinciPlus® commercial property XC®, XC+® and Power options** – Bundles coverages for less premium than if you purchased each separately. Ask your agent for more details.

ALL LOCATIONS	LIMIT	PREMIUM
Blanket Information		
Blanket Building	\$33,367,490	
Coinsurance: 100%		
Deductible: 2,500		
Valuation: Replacement Cost		
Agreed Value: No		
Inflation Guard: No		
Commercial Property Expanded Coverage (XC®) Plus Endorsement		\$375.00
Blanket Coverage Limit	\$150,000	

BUILDING LEVEL COVERAGE	LIMIT	PREMIUM
LOCATION 1 - 1006 CONNIE RD, BARABOO, WI 53913		
BUILDING 1		
Building Coverage	\$9,522,000	\$5,713.00
Blanket: Yes		
Deductible: 2,500		



BUILDING LEVEL COVERAGE (cont'd)	LIMIT	PREMIUM
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Valuation: Replacement Cost
 Agreed Value: No
 Inflation Guard: No
 ACV Provision: No
 Cosmetic Exclusion: No

BUILDING 2	\$5,052,200	\$3,031.00
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Building Coverage
 Blanket: Yes
 Deductible: 2,500
 Valuation: Replacement Cost
 Agreed Value: No
 Inflation Guard: No
 ACV Provision: No
 Cosmetic Exclusion: No

BUILDING 3	\$160,300	\$96.00
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Building Coverage
 Blanket: Yes
 Deductible: 2,500
 Valuation: Replacement Cost
 Agreed Value: No
 Inflation Guard: No
 ACV Provision: No
 Cosmetic Exclusion: No

BUILDING 4	\$10,336,800	\$6,202.00
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Building Coverage
 Blanket: Yes
 Deductible: 2,500
 Valuation: Replacement Cost
 Agreed Value: No
 Inflation Guard: No
 ACV Provision: No
 Cosmetic Exclusion: No

BUILDING 5	\$2,480,990	\$1,488.00
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Building Coverage
 Blanket: Yes
 Deductible: 2,500
 Valuation: Replacement Cost
 Agreed Value: No

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. This quote is based on rating information supplied by you, subject to any pending rules and rate filings. It is also subject to normal underwriting consideration including, but not limited to, acceptable loss experience, favorable inspection and acceptable motor vehicle reports. In addition, the pricing offered in this quote is based on the total coverage offered. If changes to the quote are requested, including accepting only portions of the coverage offered, The Cincinnati Insurance Company reserves the right to require the business. Acceptability of this risk and use of scheduled credits or debits is subject to approval by the company. This information is proprietary to The Cincinnati Insurance Company, its subsidiaries and affiliates. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries - The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2020 The Cincinnati Insurance Company, 6200 S. Gilmore Road, Fairfield, OH 45014-5141. For additional information on our privacy policies, including state specific information, please visit <https://www.cinfin.com/privacy-policy>.



BUILDING LEVEL COVERAGE (cont'd)	LIMIT	PREMIUM
Inflation Guard: No		
ACV Provision: No		
Cosmetic Exclusion: No		
BUILDING 6		
Building Coverage	\$5,815,200	\$3,490.00
Blanket: Yes		
Deductible: 2,500		
Valuation: Replacement Cost		
Agreed Value: No		
Inflation Guard: No		
ACV Provision: No		
Cosmetic Exclusion: No		
BUILDING 7		
Property in the Open	\$314,200	\$386.00
Deductible: 2,500		
Coinsurance: 80%		
Valuation: Replacement Cost		
Agreed Value: No		
Inflation Guard: No		
TOTAL PROPERTY PREMIUM		\$20,781.00

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Coverage Summary

CINCIPLUS® COMMERCIAL PROPERTY XC+®

CinciPlus® Commercial Property Expanded Coverage XC+® FA250 09/09
 Building and Personal Property Coverage Form (Including Special Causes of Loss) FM101 04/04

This summarizes the coverages provided by the listed insurance forms, depending on the coverage option purchased or quoted. The limits provided under this coverage form are in excess and in addition to limits provided by similar coverages or endorsements added to the policy. The limits summary that appears elsewhere in our sales proposal includes the separate limit purchased and the limits listed on this coverage summary. In the event of a conflict, the actual policy terms, conditions, limitations and exclusions shall prevail.

Property Coverages All limits per location unless indicated otherwise	Limits FM101 with FA250 Subject to BCL ¹
Blanket Coverage Limit ¹	\$150,000
Accounts receivable (additional \$5,000 limit away from premises, not per location)	Included within BCL
Debris removal of covered property from a covered loss	25% of loss within limit plus BCL
Ordinance or law: <ul style="list-style-type: none"> • undamaged portion of the building • demolition costs and increased costs of construction 	Subject to building limit Included within BCL
Peak season for business personal property (90 consecutive days maximum)	Included within BCL
Personal property of others	Included within BCL
Tenant move back expenses	Included within BCL
Valuable papers (additional \$5,000 limit away from premises not per location)	Included within BCL
Worldwide laptop (not per location)	Included within BCL
Electronic data processing property: <ul style="list-style-type: none"> • duplicate and backup electronic data • newly acquired EDP property • in transit or away from premises 	BCL applies, subject to sublimits of \$2,000 – in addition to BCL \$10,000 – in addition to BCL \$10,000 – included within BCL
Property Coverages All limits per location unless indicated otherwise	Limits <i>Not</i> subject to BCL ¹
Brands and labels	\$25,000
Building glass – insured as part of the building	Included up to building limit
Business income/extra expense (no waiting period) <ul style="list-style-type: none"> • dependent properties (24-hour waiting period) • computer operations (24-hour waiting period) 	\$100,000 \$5,000 – included in BI/EX EXP \$25,000 – included in BI/EX EXP (per coverage term) ²



Coverage Summary

CINCIPLUS® COMMERCIAL PROPERTY XC+® (continued)

Property Coverages All limits per location unless indicated otherwise	Limits Not subject to BCL ¹
Fairs/exhibitions (not per location)	\$10,000
Fences (within 1,000 feet of premises)	\$5,000
Fine arts	\$25,000
Fire department service charge – by contract or agreement or required by ordinance (not available in AZ)	\$25,000
Fire protection equipment recharge	\$50,000
Fungi, wet rot, dry rot and bacteria – limited coverage (not available in NY)	\$15,000 (per coverage term) ²
Inflation guard	4% on building property
Inventory appraisal, loss statement expenses	\$10,000
Key and lock expense	\$1,000
Newly acquired property – buildings (up to 90 days)	\$1,000,000
Newly acquired property – BPP (at acquired building up to 90 days)	\$500,000
Nonowned building damage: <ul style="list-style-type: none"> • caused by theft, burglary or robbery • caused by any other covered loss 	Included in BPP limit \$25,000 included in BPP limit or BPP limit of insurance (whichever is less)
Outdoor property (trees, shrubs, plants \$1,000 limit per item)	\$25,000
Paved surfaces	\$20,000
Personal effects (\$1,000 theft limit – excluding theft of employees' tools)	\$25,000
Pollutant cleanup and removal from land or water at each insured premises	\$25,000 (per coverage term) ²
Premises boundary 1,000 feet – BPP in the open or in a vehicle	Included
Preservation of covered property moved to avoid imminent covered loss (up to 60 days)	Included in BPP limit
Property temporarily at other premises (not per location)	\$10,000
Property in transit in a vehicle (not per location)	\$10,000
Rewards for reporting arson, V&MM, theft and burglary, which leads to a conviction (not available in NY)	\$10,000
Signs: <ul style="list-style-type: none"> • if attached to building, include in building limit • if detached but permanently installed within 1,000 feet of premises, may be scheduled • detached but not part of building (does not apply per location) 	Included Per Dec Page \$10,000

Coverage Summary

CINCIPLUS® COMMERCIAL PROPERTY XC+® (continued)

Property Coverages All limits per location unless indicated otherwise	Limits Not subject to BCL ¹
Temperature change – broadened coverage for perishable stock	\$5,000 included within BPP limit
Trailers (detached and nonowned left in the insured's care, custody or control)	\$5,000
Underground property	Included in building limit
Utility services (off-premises water, communication and power supply, excluding overhead lines) for direct and time element loss	\$25,000
Water backup from sewers, drains or sump pumps (not available in FL)	\$10,000

- ¹ All property coverage dollar limits are per any one occurrence. Some property coverage dollar limits may also be per coverage term² as indicated.
- ² Coverage term is defined in the policy. It generally means one policy year.
- ³ Blanket Coverage Limit is applicable to all losses arising from the same occurrence for all coverages applicable to it.

This is not policy. For a complete statement of the coverages and exclusions, please see the policy contract. For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage. "The Cincinnati Insurance Companies" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company, The Cincinnati Casualty Company or The Cincinnati Specialty Underwriters Insurance Company – and life and disability income insurance and annuities through The Cincinnati Life Insurance Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. Copyright © 2016 The Cincinnati Insurance Company. All rights reserved. Do not reproduce or post online, in whole or in part, without written permission.

PREMIUM SUMMARY

The Cincinnati Insurance Company

Named Insured: UW BARABOO/SAUK COUNTY CAMPUS

Address: 135 4TH ST
BARABOO, WI 53913

Agency: Don-Rick, Inc.

Proposed Policy Period: 10/01/2020 - 10/01/2023

Coverage	Premium
Property	\$20,781
Terrorism	\$156
Total Annual Premium	\$20,937.00

Ask your agent about various billing and payment options.



Business Insurance

CINCINNATI BILLED POLICIES — PAYMENT PLANS AND OPTIONS



Everything Insurance Should Be®

For policies billed by Cincinnati

You'll receive billing statements from and pay your insurance premiums directly to Cincinnati. Save up to \$5 for each installment when you pay your premiums using electronic funds transfer.

Pay plan options

Monthly:

- no minimum annual premium
- installment fees up to \$5 apply for each payment, unless paid using EFT

Quarterly and semi-annual:

- no minimum annual premium
- first installment due at policy inception
- fees up to \$5 apply for each installment, unless paid using EFT

Annual:

- full payment due at policy inception
- no installment fees apply

Payment options

You can pay your insurance premiums directly to Cincinnati with the method that best suits your needs:

Electronic funds transfer:

- You complete a form authorizing Cincinnati to set up automatic, ongoing withdrawals for each installment from your checking or savings account.
- Installment fees do not apply when payment is made by EFT (Not available in Texas or Nevada)
- If you initially choose another payment option, Cincinnati includes a prefilled EFT form with your first account statement and/or premium notice, giving you the option to switch to EFT for future payments.

Online:

- Visit cinfin.com to pay online.
- To set up an online payment, refer to your Cincinnati account statement or premium-due notice for the information you need.
- You can pay by Visa®, MasterCard® or Discover® card, debit card, checking account or savings account.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- You can pay immediately or schedule a payment for a future date up to the payment due date.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day (Monday through Friday, excluding legal holidays).
- For assistance with online payment services, please call 888-242-0888.

By phone:

- You can pay immediately by dialing 800-364-3400.
- Refer to your Cincinnati account statement and/or premium-due notice for the information you need.
- You can pay by Visa, MasterCard or Discover card, debit card, checking account or savings account.
- This method allows access for multiple payors on the account.
- You initiate each payment; you *cannot* schedule recurring payments.
- Payments confirmed by 3 p.m. Eastern Time are processed the same day (Monday through Friday, excluding legal holidays).

By check:

- Please pay by check and send through the mail, allowing sufficient time for postal delivery.
- Mail to: The Cincinnati Insurance Companies, Cincinnati, OH, P.O. Box 145620, 45250-5620.

Your agent can help you choose the pay plan and payment method that best fits your needs.

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The Cincinnati Insurance Companies

Business Insurance

TERRORISM COVERAGE



Everything Insurance Should Be®

What is the Terrorism Act?

The Terrorism Risk Insurance Act of 2002 established a program under which the federal government shares with the insurance industry the risk of loss from certain future acts of terrorism, and – in the case of workers' compensation coverage – loss from acts of war.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Terrorism is a violent act or an act dangerous to life, property or infrastructure committed by an individual or individuals as part of an effort to coerce the population or government of the United States that results in aggregate losses of \$5 million or more.

Your new insurance proposal includes terrorism coverage

In compliance with the Act, we offer on this proposal terrorism coverage for lines of business on which the Act applies. Terrorism coverage is limited to acts certified under the federal program and by the terms, conditions, exclusions, limits, endorsements, provisions of your policy and any applicable laws to which this coverage quote applies.

Your Premium Summary shows the total charges for terrorism coverage. Cincinnati charges premiums for terrorism coverage based only on our portion of the potential losses and not the federal government's portion paid under the Act. While we encourage policyholders to keep terrorism coverage, you may reject coverage by signing a rejection form, which your independent agent representing Cincinnati can provide.

Renewal policies

When you are renewing a policy, your renewal proposal will include the terrorism coverage described above, even if you previously signed a rejection statement for one or more lines of insurance.

- To purchase this coverage, please contact your agent for additional information.
- If you **do not** wish to purchase the proposed terrorism coverage, please complete and sign a new rejection form that your agent can provide.

Thank you for trusting your agent and Cincinnati to protect your business.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.

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SAUK COUNTY ADMINISTRATIVE COORDINATOR'S OFFICE

DAVE BRETL, INTERIM ADMINISTRATIVE COORDINATOR

DAVE.BRETL@SAUKCOUNTYWI.GOV

WEST SQUARE BUILDING - ROOM 134, 505 BROADWAY, BARABOO, WI 53913

PHONE: (608) 355-3274 ♦ FAX: (608) 355-3481 ♦ WEBSITE: www.co.sauk.wi.us

Jared Pinkus, Community Development Coordinator

Jared.Pinkus@saukcountywi.gov

To: UW-Baraboo Sauk County Campus Commission

C: Becky Evert Sauk County Clerk

From: Dave Bretl 

Re: Delegation of Certain Commission Duties

Date: July 20, 2020

Recall that at our last Commission meeting I had provided a draft policy for review relative to the above-stated subject. After some discussion, the draft policy was amended and it was directed that the matter be placed on the Commission's August agenda.

Attached please find the draft policy that I believe incorporates the amendment that was made by the Commission on July 16, 2020.

I would ask our County Clerk to kindly place the following topic on the next Commission agenda, subject to the Chair's approval:

"Approval of policy delegating certain Commission duties to the Chair after consultation with the Commission's attorney."

I would also ask that she please distribute this memo as well as the revised policy with the Commission's agenda packet.

Thank you.

UW-Platteville Baraboo Sauk County Campus Commission Policy

Chairperson Authority

1. Purpose. From time-to-time situations arise that require immediate action by the Commission. The purpose of policy is to delegate to the Commission Chairperson the authority to take certain actions subject to the terms of this policy.
2. The Commission delegates to the Chairperson the ability to take the following actions:
 - A. Make decisions necessary to protect public health or safety or to prevent a financial loss to the Commission where time does not permit convening a special meeting of the Commission.
 - B. Approve construction change orders that would stop work or increase costs if not made immediately, provided the expense associated with the change order is within the approved project budget.
 - C. Execute documents that implement a decision of the Commission. ~~Signing all ordinary closing documents for a real estate transaction approved by the Commission would be one example of this authority.~~
3. Prior to taking any action delegated herein, the Chairperson shall first consult with the Commission's legal counsel, the Sauk County Corporation Counsel and where appropriate, the campus Dean.
4. Any action taken by the Chairperson shall be immediately reported to Commission members via email and included on the agenda of the next regular Commission meeting.

UW-Platteville Baraboo Sauk County Campus Commission Policy

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 - B. Approve construction change orders that would stop work or increase costs if not made immediately, provided the expense associated with the change order is within the approved project budget.
 - C. Execute documents that implement a decision of the Commission.
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4. Any action taken by the Chairperson shall be immediately reported to Commission members via email and included on the agenda of the next regular Commission meeting.