

Office of City Clerk  
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June 26, 2012

Dr. Richard Telfer, Chancellor  
UW-Whitewater  
800 W. Main St.  
Whitewater, WI 53190

Dr. Dr. Telfer:

Due to redistricting of voting districts, in February, the City Council amended the Memorandum of Understanding ("MOU") to incorporate the correct districts for the University dormitory areas. Wards 7, 8, 9 & 12 vote on campus for Gubernatorial, Presidential, and Presidential Primary elections.

We do not have a record of having a fully signed copy of this agreement. Enclosed are two copies of a revised MOU. The only change to the document are those related to Ward designations.

If acceptable, please sign and return one completely signed MOU to me. One fully executed copy is for your records.

If you have any questions or concerns, please let me know. Thank you for your cooperation.

Sincerely,

*Michele R. Smith*

Michele R. Smith,  
City Clerk

## **AMENDED AGREEMENT BETWEEN THE CITY OF WHITEWATER AND THE UNIVERSITY OF WISCONSIN- WHITEWATER**

### **Memorandum of Understanding-Provision of Municipal Polling Place on UW-Whitewater Campus (Replaces Memorandum of Understanding dated July, 2008, and MOU dated July, 2010).**

It is the purpose of this Memorandum of Understanding to provide for a municipal polling place in the participating municipality on the university campus when deemed necessary under the circumstances described herein.

The University of Wisconsin-Whitewater's campus lies entirely within the city limits of Whitewater. The City and the University are desirous of providing an accessible municipal polling place on campus for Wards 7 & 8 (Aldermanic District#2); and Ward 12 (a portion of Aldermanic District 5) and Ward 9 (a portion of Aldermanic District 3). These areas include a significant part of the campus. This polling place will be at the University's Hamilton Center. After extensive work with the University Student Government, both the 2008 presidential primary and spring municipal elections were held at this polling place and both the City and University now want to continue to hold certain elections on campus.

The following guidelines will apply to this agreement:

- The City and the University agree that it is beneficial to hold Presidential, Presidential Primary, and Gubernatorial elections for said Wards on the UW-Whitewater campus. Other elections will be held at the Downtown Armory unless otherwise directed by the Common Council.
- The University shall provide access to and the use of the university polling place at the Hamilton Center at least one day in advance of each municipal election and at least one day after each municipal election. The city clerk will notify the University Center reservation office of all dates for the upcoming calendar year by April 1<sup>st</sup> annually.
- The University will provide sufficient secure space within the Hamilton Center to conduct municipal elections. The University will also provide adequate storage for municipal election equipment and supplies between elections.
- The University will provide at a minimum, twenty (20) parking spaces in the Connor University Center parking lot (immediately adjacent to the Hamilton Center) for use by poll workers and the general public during the day (6 a.m. to 10 p.m.) of all municipal elections held at the Hamilton Center. These parking spaces should be clearly designated and marked by the University as reserved for poll workers and voters only.
- The University will work with the City on establishing adequate signage to direct voters to and from the university polling place. The University shall provide polling place signage deemed necessary.
- The University will name a key staff contact person who will be responsible for coordinating all aspects of the university polling place with the City Clerk.
- The University shall provide access to telephones and photocopy machines for use by the City for election-related purposes.
- The University has reimbursed the City \$10,000 for initial election equipment needed to establish the Aldermanic District 2 polling place on campus. That payment was made on April 30, 2008. With the implementation of the Ward 12 polling place, the University has agreed to reimburse the City for an additional \$12,155 towards the cost of new voting equipment. Payment of the \$12,155 shall take place within 60 days of the date the equipment is acquired.

- When possible, the City will include students as poll workers. The City will work with the University and with members of Whitewater Student Government to provide training for those students.

Neither the University of Wisconsin-Whitewater nor the City of Whitewater shall be held liable to the other for damages, loss of equipment, injury to personnel or payment or compensation arising out of assistance rendered under the terms of this Memorandum of Understanding. This Memorandum of Understanding is designed to reflect a positive commitment toward enhancing, strengthening and continuing the working relationship that already exists between University of Wisconsin-Whitewater and the City of Whitewater.

This Memorandum of Understanding shall remain in full force and effect until the filing of a cancellation notice, signed by the Chancellor (or designee) or the City Manager. Cancellation shall become effective thirty (30) days after the filing of such notice. This agreement is subject to review on an annual basis.

The University of Wisconsin-Whitewater and the City of Whitewater agree to enter into this memorandum. It shall become effective on the date that an executed copy is filed with each jurisdiction.

Dated this \_\_\_\_\_ day of February, 2012.

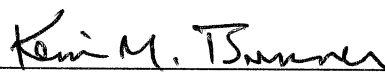
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Richard J. Telfer, Chancellor  
University of Wisconsin-Whitewater

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Michele R. Smith, City Clerk  
City of Whitewater

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Kevin M. Brunner, City Manager  
City of Whitewater