

**CITY OF WHITEWATER  
COMMON COUNCIL AGENDA**  
Common Council Meeting  
**Tuesday, December 7, 2010 – 6:30 p.m.**  
City of Whitewater Municipal Building Community Room  
312 W. Whitewater Street Whitewater, Wisconsin

<p><b>Amended Agenda as of 2:30 p.m. December 3, 2010 – ADDING R-3 “Authorizing and Approving the preparation and filing of CDBC application for HUSCO”.</b></p>
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**CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE.**

**CONSENT AGENDA:**

CA-A	Approval of Council Minutes of 11/04/2010 & 11/16/2010.
CA-B	Approval of Payment of Invoices Processed through 12/01/10.
CA-C	Expedited approval of the following items, per city staff recommendation: C-5

**REPORTS:**

City Manager	1) Update on University Technology Park/Innovation Center Project
Finance Director	1) Online payment for 2010 property tax bills; 2) Report on 2010 tax bill delivery
DPW Director	1) Report on Automatic Meter Reading; 2) Milwaukee St./Newcomb Street public information meeting;

**HEARING OF CITIZEN COMMENTS.** No formal Common Council Action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three- minute speaking period. Specific items listed on the agenda may not be discussed at this time; however citizens are invited to speak to those specific issues at the time the Council discusses that particular item.

**RESOLUTIONS:**

R-1	Adoption of 2011 Salary Resolution (Asst. to the City Manager Request)
R-2	Authorizing allocation of funds to create funding source for Demolition of Blighted Properties in the City (Residential only) {using unspent \$40,000 previously allocated for broadband installation). (City Manager Request)
<b>R-3</b>	<b>Authorizing and Approving the preparation and filing of CDBC application for HUSCO (CDA Coordinator request).</b>

**ORDINANCES: First Reading - None**

**ORDINANCES: Second Reading**

O-1	Creating Natural Landscape Yard Ordinance ( Park & Recreation Board Recommendation).
O-2	Amending Chapter 5 relating to Transient Merchant Licenses (Request for Extension of closing time for downtown transient merchant businesses from 1:00 a.m. to 3:00 a.m.).

**CONSIDERATIONS:**

C-1	Discussion and possible action regarding building permit fees. (Councilmember Singer request)
C-2	Adoption of social media policy. (Asst. City Manager Request)
C-3	Approval of replacement of Hot water heater for Municipal Building (Neighborhood Services Director Request)
C-4	Award of contract for LED Lighting Replacement (Asst. to the City Manager Request)

*C-5	Approval of annual request from SnoSeekers Snowmobile Club for permission to traverse city lands. (City Clerk Request)
C-6	Councilmember Requests for Future Agenda Items.
C-7	EXECUTIVE SESSION. Adjourn to closed session, NOT TO RECONVENE, per Wisconsin Statutes Ch. 19.85(1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." Item to be Discussed: Employee Early Retirement Proposal.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk at least 72 hours prior to the meeting. \*Items denoted with asterisks will be approved on the Consent Agenda unless any council member requests that it be removed for individual discussion.

## MEMORANDUM

TO: Common Council

FROM: Kevin Brunner, City Manager

DATE: December 2, 2010

RE: Comments on December 7, 2010 Agenda Items

1. **Creating Natural Landscape Yard Ordinance.** A sub-committee of the Urban Forestry Commission worked extensively on this ordinance and the Park and Recreation Board has also made some recommended changes to the ordinance. I recommend approval.
2. **Amending Chapter 5 relating to Transient Merchant Licenses.** As I mentioned in my comments memo for the November 16<sup>th</sup> Council meeting, city staff is opposed to this change but after unanimous approval of this ordinance at the last council meeting, we would like to see what impact this change will have. If there are any policing or public safety issues that arise from this change then staff could certainly make the Council aware of them and then the Council might wish to reconsider the hours of these license holders.
3. **Discussion and possible action regarding building permit fees.** Councilmember Singer has requested that building permit fees be discounted based on volume. Please see the council packet for additional city staff comments on this proposal.
4. **Adoption of social media policy.** Per Councilmember Singer's request in September made back in September, city staff has worked extensively on drafting a social media policy and we recommend its approval.
5. **Approval of replacement of hot water heater for Municipal Building.** I recommend approval. While this project had originally been eliminated from our list of building energy efficiency projects due to a 10 year plus payback, for various reasons (please see Bruce Parker's memo in the agenda packet) this replacement project (the current hot water heaters are over 40 years old!) has become necessary.
6. **Award of contract for LED Lighting Replacement.** I recommend approval. The downtown bollard lighting conversion portion of this project has been eliminated because of higher than anticipated cost and the need to include the Municipal Center hot water heater replacement among our energy efficiency projects.
7. **Executive Session – Employee early retirement proposal.** During the closed executive session, we would like to discuss a possible early retirement proposal that affects one city employee. More information on this proposal will be presented during the closed session.

If any of you have any questions regarding these items in advance of the council meeting, please do not hesitate to contact me.

**ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL  
ACTIONS OF THE COMMON COUNCIL OF THE CITY OF WHITEWATER,  
WALWORTH AND JEFFERSON COUNTIES, WISCONSIN.**

November 4, 2010.

The regular meeting of the Common Council was called to order at 6:30 p.m. by Council President Singer. MEMBERS PRESENT: Butler, Binnie, Singer, Kienbaum, Olsen (arrived at 7:32 pm), Stewart, Winship. MEMBERS ABSENT: None. LEGAL COUNSEL PRESENT: Wallace McDonell.

**APPROVAL OF PAYMENT OF INVOICES.** It was moved by Winship and seconded by Binnie to approve payment of city invoices processed through October 27, 2010 in the total sum of \$182,904.49. AYES: Butler, Kienbaum, Winship, Binnie, Singer, Stewart. NOES: None. ABSENT: Olsen.

**APPROVAL OF MINUTES.** It was moved by Winship and seconded by Binnie to acknowledge receipt and filing of CDA minutes for September 27, 2010. AYES: Butler, Kienbaum, Winship, Binnie, Singer, Stewart. NOES: None. ABSENT: Olsen.

**REPORTS.** CDA Coordinator Mary Nimm gave her third quarter report.

**CITIZEN COMMENTS.** Andrew Crone of 1590 Wildwood spoke in favor of the Natural Landscape Yard Ordinance which has been recommended by the Parks and Recreation Board and will coming before Council at its next meeting. He referenced the Federal EPA Sourcebook on Natural Landscape and gave supporting arguments for creating such an ordinance.

**COMMON COUNCIL ANNOUNCEMENTS.** None.

**RESOLUTION DECLARING A MORATORIUM ON BUILDING PERMIT FEES FOR ALL RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CONSTRUCTION PROJECTS WITHIN TIF 4, FROM 1/1/11 TO 12/31/11.** Singer stated that this could encourage growth in TIF 4. Brunner indicated that plumbing and HVAC permits would not be included in this moratorium as inspections go to outside contractors who then need to be paid by the city. Also not included will be fees for parkland development.

**RESOLUTION DECLARING A MORATORIUM ON BUILDING PERMIT FEES FOR  
ALL RESIDENTIAL, COMMERCIAL AND INDUSTRIAL CONSTRUCTION  
PROJECTS WITHIN WHITEWATER TAX INCREMENT DISTRICT NUMBER 4  
DURING THE PERIOD JANUARY 1, 2011 TO DECEMBER 31, 2011**

**Whereas,** the City of Whitewater, Wisconsin is desirous of encouraging economic development within its corporate boundaries, particularly in light of the current economic downturn; and

**Whereas**, the City of Whitewater has invested significantly in the public infrastructure within Whitewater Tax Increment District Number 4 and wishes to provide economic incentives for private investment within this district of the City; and

**Whereas**, the City of Whitewater is desirous of targeting Whitewater Tax Increment District Number 4 for economic development in 2011 and believes that the elimination of building permit fees will encourage development within this TIF District during the coming year; and

**Now Therefore Be It Resolved**, by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin that the City of Whitewater declares a moratorium on the charging of building permit fees for all residential, commercial and industrial building projects during the period January 1, 2011 until December 31, 2011 within the boundaries of Whitewater Tax Increment District Number 4.

**Be It Further Resolved** that this building permit fee moratorium will not include HVAC, plumbing and electric permit fees as well as impact fees collected for sewer connection, parkland acquisition and parkland development fees.

Resolution introduced by Councilmember Winship, who moved its adoption. Seconded by Councilmember Singer. AYES: Kienbaum, Butler, Winship, Binnie, Singer, Stewart. NOES: None. ABSENT: Olsen.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

**FIRST READING OF ORDINANCE AMENDING CHAPTER 5 RELATING TO TRANSIENT MERCHANT LICENSES (IN THE DOWNTOWN B-2 ZONING DISTRICT).** Cindy Formella of Cindy's Mighty Dogs requested permission to vend from private parking lots in the downtown B-2 district. Cindy stated that it is necessary to extend the hours that vending is allowed (current limit is 1:00 a.m.). Formella also suggested that improvements to police department enforcement is necessary and recommended that cameras be installed on downtown buildings.

**ORDINANCE AMENDING SUBSECTION 5.28.035  
OF THE TRANSIENT MERCHANTS & PEDDLERS ORDINANCE**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties,

Wisconsin, do hereby ordain as follows:

**Section 1.** Whitewater Municipal code Chapter 5.28, Section 5.28.035(c)3. is hereby created to read as follows:

5.28.035(c)3. On private property (if permission is received from the owner).

**Section 2.** This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Councilmember Binnie. Seconded by Councilmember Butler. AYES: Butler, Kienbaum, Winship, Binnie, Singer, Stewart. NOES: None. ABSENT: Olsen. FIRST READING APPROVED: November 4, 2010.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

**AMENDMENT TO CHAPTER 2 REGARDING PARK AND RECREATION BOARD VOTING REQUIREMENTS.** McDonell stated that the voting requirements currently state that if there are four members present at a board meeting all four must agree in order to approve an action. The change would allow an action to proceed if three out of the four members voted in favor of it. There is a seven member board currently and it takes four members to make a quorum.

**FIRST READING OF AN ORDINANCE AMENDING CHAPTER 2.52  
PARK AND RECREATION BOARD VOTING REQUIREMENTS**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do hereby ordain as follows:

SECTION 1: Whitewater Municipal Code chapter 2.52, Section 2.52.040(b) is hereby amended to read as follows:

(b) A quorum shall be four members, but all actions shall require the approval of the majority of the voting members.

Ordinance introduced by Councilmember Binnie. Seconded by Councilmember Winship. AYES: Butler, Kienbaum, Winship, Binnie, Singer, Stewart, Olsen. NOES: None. ABSENT: Olsen. FIRST READING APPROVED: November 4, 2010.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

**APPROVAL OF PURCHASE OF ONE-HALF TON TRUCK FROM ZINGG MOTORS.** It was moved by Winship and seconded by Binnie to purchase of a one-half ton truck from Zingg Motors. AYES: Butler, Kienbaum, Winship, Binnie, Singer, Stewart. NOES: None. ABSENT: Olsen.

**2011 BUDGET PRESENTATIONS AND POSSIBLE ACTION OR DIRECTION REGARDING SAME.** Budgets were presented for CDA, Cable TV, Irvin L. Young Memorial Library (including the Library Special Revenue Fund), Solid Waste/Recycling, Stormwater Utility, Wastewater Utility, Water Utility, Police, Fire/Rescue and Whitewater Area Chamber of Commerce/Tourism/Downtown Whitewater.

**COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS.** The Council will take up a request by a street vendor to allow hours of operation to extend to 3:00 a.m. at the next meeting.

**ADJOURN.** It was moved by Olsen and seconded by Winship to adjourn the meeting at 9:10 p.m. AYES: Winship, Olsen, Butler, Stewart, Binnie, Singer, Kienbaum. NOES: None. ABSENT: None.

Respectfully Submitted,

Nancy Stanford, Administrative Assistant

**ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL ACTIONS  
OF THE COMMON COUNCIL OF THE CITY OF WHITEWATER, WALWORTH AND  
JEFFERSON COUNTIES, WISCONSIN.**

November 16, 2010

The regular meeting was called to order at 6:30 p.m. by Council President Patrick Singer. MEMBERS PRESENT: Olsen, Butler, Winship, Binnie, Singer, Kienbaum. MEMBERS ABSENT: Stewart. LEGAL COUNSEL PRESENT: McDonell.

It was moved by Olsen and seconded by Winship to approve the Council Minutes of 10/19/10 and 10/26/2010; and to acknowledge receipt and filing of the following: CDA Minutes of 10/27/10; Landmarks Commission Minutes of 10/20/10; Whitewater Technology Park Board minutes of 9/8/10 and 10/13/10; Financial Reports for October, 2010; Report of Manually-Produced Checks for October, 2010; Irvin L. Young Memorial Library Board Minutes of 10/11/10; Park & Recreation Board Minutes of 10/4/10; Whitewater Effigy Mounds Preserve Task Force Minutes of 8/2/10. AYES: Olsen, Butler, Winship, Binnie, Singer, Kienbaum. NOES: None. ABSENT: Stewart.

**APPROVAL OF PAYMENT OF INVOICES.** It was moved by Olsen and seconded by Winship to approve payment of city invoices in the total sum of \$176,607.81. AYES: Olsen, Butler, Winship, Binnie, Singer, Kienbaum. NOES: None. ABSENT: Stewart.

**REPORTS:** City Manager Brunner gave a lengthy report on pending capital improvements in the City. The UW-W AMA Association was recognized for their donation towards the Innovation Center.

**CITIZEN COMMENTS:** None.

**PUBLIC HEARING ON 2011 CITY OF WHITEWATER BUDGETS.** City Manager Brunner summarized the 2011 City budget of \$9,264,199. (2010 City Budget was \$9,318,019). It was noted that revenues from fines, forfeitures and penalties are down \$93,100 and Licenses and Permits are down \$22,400. Interest earnings are down over \$100,000 from 2008. Transfer of \$75,000 from the General Fund Balance to fund the 2011 budget was proposed, resulting in a 22.54% fund balance. Property Tax rates for the Walworth County portion of the City are proposed to increase from \$5.03 per thousand in 2010, to \$5.23 per thousand in 2011. The rate for the Jefferson County portion of the City will increase from \$4.40 per thousand to \$5.32 per thousand. The percentage of the change in property tax levies by other taxing jurisdictions was presented: State of Wisconsin decreased by .26%; Jefferson County increased by 13.15%; Walworth County increased by 5.61%; MATC increased by 19.08%; Gateway Technical Institute increased by 7.43%; Whitewater School district increased by 10.96% and the City of Whitewater presented a budget with a 3.77% property tax levy increase. Several members of the public offered comments that supported the adoption of the budget as proposed, in lieu of any further cutback in services. It was moved by Singer and seconded by Butler to amend the proposed 2011 budget to eliminate the purchase of Adobe software at a cost of \$731. AYES: Butler, Singer, Kienbaum. NOES: Olsen, Winship, Binnie. Motion fails. It was then moved by Singer and seconded by Butler to amend the proposed 2011 budget to eliminate the hand held computer units to be used by the Common Council, Plan Commission and CDA for their Agenda packets. AYES: Olsen, Butler, Winship, Binnie, Singer, Kienbaum. NOES: None. ABSENT: Stewart. It was then moved by Singer and seconded by Butler to reduce the contribution to Tourism by \$3,600, and subsequently apply that amount to the Chamber of Commerce. AYES:

Butler, Singer, Kienbaum. NOES: Olsen, Winship, Binnie. ABSENT: Stewart. Motion fails. It was then moved by Butler to eliminate purchase of capital equipment for the Cable Company. Motion died for lack of a second. It was moved by Singer to eliminate the expenditure for a Summer intern for the City Manager. Motion died for lack of a second. It was moved by Singer and seconded by Olsen to table indefinitely any action on deletion of a Patrol Officer/Detective position. AYES: Olsen, Winship, Binnie, Singer. NOES: Butler, Kienbaum.

**RESOLUTION ADOPTING 2011 CITY OF WHITEWATER BUDGETS AND MUNICIPAL LEVY.**

It was moved by Singer and seconded by Butler to apply \$53,592 of the fund balance to the tax levy, to allow for a zero percent increase in 2011. AYES: Butler, Singer, Kienbaum. NOES: Olsen, Winship, Binnie. Motion fails. It was then moved to take the \$4,500 eliminated from the Technology budget and add that sum to the Fourth of July Committee contribution for 2011. AYES: Olsen, Butler, Winship, Binnie, Singer, Kienbaum. NOES: None. ABSENT: Stewart.

**RESOLUTION**

**WHEREAS**, the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, has considered the detailed estimates of the money which will be required for the ensuing year for local, county, and state purposes; and

**WHEREAS**, the Common Council considered said estimates and those estimates have been submitted to a Public Hearing to be held on November 16, 2010, as required by § 65.90 of the Wisconsin Statutes; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there is hereby levied upon all taxable property in said City, the following amounts for the ensuing year:

FOR THE PURPOSES, WALWORTH AND JEFFERSON COUNTIES, WISCONSIN:

**\$2,856,656**

**BE IT FURTHER RESOLVED** by the Common Council of the City of Whitewater that there is hereby appropriated out of the receipts of the City of Whitewater for 2011, including monies received from the general property tax levy, to the various purposes set forth in the budget for the purposes stated herein, the following amounts:

<b>EXPENDITURES-</b>	<b>General Fund</b>	<b>REVENUES-</b>	<b>General Fund</b>
General Government	\$1,634,669	General Revenues	\$6,332,543
Public Safety	3,945,411	Unrestricted Revenue	75,000
Public Works	991,593	Property Tax	<u>2,856,656</u>
Culture/Recreation	1,193,336	<b>TOTAL</b>	<b><u>9,264,199</u></b>
Conserv/Development	96,718		
Debt Service	454,398		
Sinking Funds	361,586		
Community Development	61,803		
Solid Waste/Recycling	300,000		
Capital Projects	178,085		

Contingencies	46,600
<b>TOTAL</b>	<b><u>9,264,199</u></b>

**BE IT FURTHER RESOLVED** that the following *Utility Budgets* were authorized for 2011:

Wastewater Utility	\$3,135,140
Water Utility	\$2,035,762
Stormwater Utility	\$551,243

**BE IT FURTHER RESOLVED** that the *2011 tax increments* have been calculated to be as follows:

TID #4	1,647,916
TID #5	1,015
TID #6	20,120
TID #7	0
TID #8	0
TID #9	390
<b>TOTAL</b>	<b><u>\$1,669,441</u></b>

**BE IT FURTHER RESOLVED**, that the tax levy increases for tax increment districts as calculated are added to the various tax levies for all taxing jurisdictions, except 'State', as follows:

	<u>Walworth County</u>	<u>Jefferson County</u>	<u>Total</u>
County	320,594.28	100,436.08	421,030.36
City	273,505.93	126,596.61	400,102.54
Unified School	572,376.72	264,933.76	837,310.48
Technical College	74,462.04	36,534.50	110,996.54
<b>TOTAL</b>	<b><u>1,240,938.97</u></b>	<b><u>528,500.95</u></b>	<b><u>1,769,439.92</u></b>

**BE IT FURTHER RESOLVED**, the expenditures for marketing expenses, land purchase, construction costs, professional services, and debt service have also been calculated to total the following for the 2011 budget:

TID #4	5,015,992
TID #5	438
TID #6	155,932
TID #7	160
TID #8	150
TID #9	184
<b>TOTAL</b>	<b><u>\$5,172,856</u></b>

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Whitewater that the Finance Director and City Treasurer are authorized to transfer sufficient funds from the City General Fund, if necessary, to the TID accounts to cover the expenditures not covered by the tax increments, and that an interest rate shall be added to the amount due the General Fund at the rate of four percent (4%) per annum for all funds owed the General Fund.

Resolution introduced by Councilmember Winship who moved its adoption. Seconded by Councilmember Kienbaum. AYES: Olsen, Winship, Binnie, Singer, Kienbaum. NOES: Butler ABSENT: Stewart  
ADOPTED: November 16, 2010.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

**RESOLUTION ENDORSING THE PRINCIPLE OF FAIR HOUSING AND OF ADHERENCE TO THE FAIR HOUSING LAW.**

**RESOLUTION ENDORSING THE PRINCIPLE  
OF FAIR HOUSING AND ADHERENCE TO FAIR HOUSING LAWS**

WHEREAS, the City of Whitewater supports the policy of fair housing without regard to race, color, creed, national origin, sex, familial status, and disability, and encourages fair housing opportunities for all citizens; and

WHEREAS, the City of Whitewater is committed to addressing discrimination in our community; and

WHEREAS, the City of Whitewater rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental or provision of other housing services; and

WHEREAS, the City of Whitewater desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Whitewater does hereby endorse the principle of fair housing and the adherence by all persons and entities to fair housing laws.

Resolution introduced by Councilmember Olsen, who moved its adoption. Seconded by Councilmember Butler. AYES: Olsen, Butler, Winship, Binnie, Singer, Kienbaum. NOES: None. ABSENT: Stewart. ADOPTED: November 16, 2010.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

**FIRST READING OF ORDINANCE CREATING NATURAL LANDSCAPE YARD ORDINANCE.**

**ORDINANCE NO. 1809 - ORDINANCE CREATING TITLE 13  
NATURAL LANDSCAPE YARD ORDINANCE**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, do hereby ordain as follows:

**SECTION 1:** Whitewater Municipal Code Title 13 is hereby created to read as follows:

## **NATURAL LANDSCAPE YARD ORDINANCE**

### **16.10.010 Purpose**

The purpose of this Natural Landscape Yard Ordinance is to address concerns regarding landscaping in the City of Whitewater. Natural Landscape Gardens are viable alternatives to lawn development as they can be economical, low-maintenance, effective in soil and water conservation, and may reduce the use of pesticides, herbicides, and fertilizers. This ordinance is consistent with the goals of the Whitewater Comprehensive Plan referenced in Chapter (4), Natural Resources pp 35, 38-44. Because the State of Wisconsin has prohibited yard waste in any solid waste disposal facility; has increased percentage regulations on storm water run-off and has laws that protect the chemical invasion of lakes, streams and wetlands by lawn products, this legislation should enable the City to progress in achieving compliance with said State regulation. It is hereby noted that these landscape alternatives are no more or less appropriate than turf grass yard choices in regard to the visual appeal of individual properties. It is also important to note that the intent of this ordinance is not to allow vegetated areas to be unmanaged. Control of noxious, invasive weeds shall be required in all landscape plans.

### **16.10.020 Natural Landscape Gardens Allowed**

(a) A Natural Heritage Garden, Ornamental Garden, Rain Garden and/or Sustenance Garden may be planted if it is in compliance with the following provisions:

- (1) The garden does not violate any other City of Whitewater ordinance.
- (2) The garden is authorized by the owner or occupier with written permission as verified by owner.
- (3) The garden, or any portion thereof, does not encroach on any property ownership line or public right of way.
- (4) The owner or occupier complies with the notice provisions of 19.56.030 below:

### **16.10.030 Notice of Natural Landscape Garden**

(a) If any Natural Heritage Garden, Ornamental Garden, Rain Garden, Sustenance Garden, or combination thereof, exceeds fifty percent (50%) of the surface area of the property, not otherwise occupied by buildings, structures, or improvements, the owner shall file a notice with the Neighborhood Services Director. This notice shall contain:

- (1) A drawing or sketch depicting the area of the garden relative to the property ownership lines, public right of way, buildings, and structures and improvements located on the property. The drawing need not be done to scale or prepared by professionals;
- (2) Information indicating the general vegetation to be used within the plan and their approximate locations;

(b) The landscape garden plan shall be submitted to the Neighborhood Services Director for review. If the plantings might suggest a negative impact on drainage, visibility or drainage easements the plan shall be changed or submitted to the Garden Landscape Review Board for further review;

(c) Information on planning an alternative landscape yard can be secured from the Neighborhood Services Director. A review of the costs and labor involved in the planting and maintenance of these yard alternatives may be discussed at that time.

(d) No fees shall be assessed for this review.

(e) If the garden(s) do not exceed fifty percent (50%) of the surface area as set forth above, the garden(s) shall be allowed without filing a notice, but shall still adhere to the other sections of this ordinance.

#### **16.10.040 Garden Landscape Review Board**

(a) A Garden Landscape Review Board shall be appointed by the City Council for a three-year term. The Board shall consist of the City Forester, the Park and Recreation Board Urban Forestry Commission representative, a City Council member, and two citizens at large. The Board shall meet as needed.

#### **16.10.050 Noxious Weeds**

(a) The following noxious weeds are prohibited in natural landscape gardens:

- (1) Buckthorn (Common glossy) (*Rhamnus cathartica*)
- (2) Burdock (*Arctium*)
- (3) Dame's Rocket (*Hesperis matronalis*)
- (4) Garlic Mustard (*Allaria petiolata*)
- (5) Wild Honeysuckles -Japanese (*Lonicera japonica*); EurAsian bush (*Amur, Lonicera maackii*); and Morrow's (*L. morrowii*)
- (6) Purple Loosestrife (*Lythrium solitaria*)
- (7) Reed Canary Grass (*Phalaris arundinacea*)
- (8) Thistles- Purple, Bull (*Cirsium vulgare*); Musk (*Carduus nutans*); Plumeless (*Carduus arvensis*); Yellow star (*Centaurea solstitialis*); and Canada (*Cirsium arvense*)

(b) Other invasives that may become problematic in Whitewater, as defined by the Wisconsin DNR listing and pictured in the publication "A Field Guide to Terrestrial Invasive Plants in Wisconsin", Wisconsin DNR 2010, may be referred to the Garden Landscape Review Board upon request for review, and said board may recommend that the Council add the plant(s) to the above list.

**16.10.060 City Controls**

(a) The City staff may not damage, remove, burn, or cut vegetation in any privately owned residential yard that has a notice required by 19.56.030 on file with the City, for which the City does not have management responsibilities, except the City may take such actions following a hearing in front of the Garden Landscape Review Board at which it is found:

(1) That noxious invasives specifically named in City ordinances exist in that landscape,  
or

(2) That a condition(s) creating a clear and present hazard to public health, safety or city maintenance issues exists or

(3) That property management responsibilities have not been met by the property owner

(b) This hearing must occur within thirty (30) days following notification.

(c) This section shall not in any manner restrict the City's right to maintain trees and vegetation in City right-of-ways.

**16.10.070 Pre-existing Legal Use Exemption**

(a) Properties with Natural Landscape Gardens in place in compliance with the above regulations at the time of the enactment of this ordinance, which would be required to file a notice pursuant to 19.56.030, shall be exempt from the Section 19.56.030 notice requirement.. In order to assist in the enforcement of this ordinance, any owner claiming exempt status regarding the natural garden notice provisions called for herein shall register with the City Clerk, on a form provided by the City Clerk, within one hundred eighty (180) days of the passage of this ordinance by the Common Council. The information required on the registration form shall include the address of the property in question as well as a description of the gardens contained thereon. Any property not registered within one hundred eighty (180) days of the enactment shall not receive exempt status. Any property granted exempt status must continue to adhere to all of the provisions of this ordinance except for the notice requirement.

**16.10.080 Natural Landscape Yard Ordinance Definitions**

(a) **Cottage Garden:** A mixed garden of perennials, annuals, herbs and sometimes vegetables that visually enhance the yard area around a home.

(b) **Exotic Plants:** Plants that have been brought into the state from elsewhere such as (a) Exotic EurAsian plants native to Europe and Asia and (b) Exotic American plants natural to the Americas but not to southeastern Wisconsin and (c) Exotic "cultivated varieties" propagated by the horticultural industry.

(c) **Green Sustainability:** The process of encouraging the maintaining of an environmental base in the City in order to meet human needs while preserving the environment.

(d) **Herb Garden:** A type of garden established for the planting and/or harvesting of herbs.

(e) **Natural Heritage Garden:** An area that is managed with the intention of simulating a natural community of plants native to the State of Wisconsin (e.g. prairie, meadow or woodland which may include grasses (short and tall) and forbs (flowers), usually perennial in nature.

(f) **Natural Landscape:** Plantings of grasses (short and tall), forbs (flowers), shrubs, woodlands and other gardens as defined that are often native but are sometimes mixed with non-natives, and are usually perennial in nature.

(g) **Natural Lawn:** Turf lawn that is organic in nature but does not practice the use of chemicals in the form of pesticides, insecticides and herbicides and is kept no longer than 7 inches.

(h) **Noxious Invasives:** Weeds considered offensive and invasive to landscape gardens specifically named in this and other City ordinances.

(i) **Organic Lawn Care:** Necessary inputs that are "natural" as opposed to "synthetic" as used in traditional lawns (the goal being to have the least toxic management for pest control).

(j) **Ornamental Garden:** An area that is managed for the visual display of a variety of plants, including, but not limited to, trees, shrubs, ferns, flowers, grasses, ground cover, mosses, and that does not contain any plant defined as a noxious weed or one that constitutes a nuisance to the community.

(k) **Rain Garden:** A garden that effectively uses stormwater run-off to grow and nurture a specifically designed garden bed.

(l) **Sustenance Garden:** A garden that is vegetable, fruit or herbal in nature that is usually planted and maintained for household food production.

(m) **Traditional Lawn:** Turf lawn that is often managed chemically, mowed regularly to be kept at a height no more than 7 inches.

The above definitions include terms not yet referred to in this ordinance, but are provided for reference in case of ordinance amendments.

**SECTION 2:** This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Councilmember Olsen, who moved its adoption. Seconded by Councilmember Binnie. AYES: Olsen, Binnie, Singer, Kienbaum. NOES: Butler. ABSENT: Stewart, Winship (absent for a few minutes). FIRST READING APPROVED: November 16, 2010.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

**FIRST READING OF ORDINANCE AMENDING CHAPTER 5 RELATING TO TRANSIENT MERCHANT LICENSE HOURS OF OPERATION IN DOWNTOWN AREA.**

**ORDINANCE NO. 1810  
ORDINANCE AMENDING SUBSECTION 5.28.035  
OF THE TRANSIENT MERCHANTS & PEDDLERS ORDINANCE  
11/09/10**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do hereby ordain as follows:

**Section 1.** Whitewater Municipal Code Chapter 5.28, Section 5.28.035 (b) is hereby amended to read as follows:

5.28.035(b) Food sales may not begin until nine a.m. and shall conclude by three a.m.

**Section 2.** This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Council member Butler, who moved its adoption. Seconded by Council member Singer. AYES: Olsen, Butler, Winship, Binnie, Singer, Kienbaum. NOES: None. ABSENT: Stewart. FIRST READING APPROVED: November 16, 2010.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

**SECOND READING OF ORDINANCE AMENDING CHAPTER 5 RELATING TO TRANSIENT MERCHANT LICENSES IN THE DOWNTOWN B-2 ZONING DISTRICT.**

**ORDINANCE NO. 1807A – FINAL  
ORDINANCE AMENDING SUBSECTION 5.28.035  
OF THE TRANSIENT MERCHANTS & PEDDLERS ORDINANCE**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do hereby ordain as follows:

**Section 1.** Whitewater Municipal code Chapter 5.28, Section 5.28.035(c)3. is hereby created to read as follows:

5.28.035(c)3. On private property (if permission is received from the owner).

**Section 2.** This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Councilmember Olsen, who moved its adoption. Seconded by Councilmember Winship. AYES: Olsen, Butler, Winship, Binnie, Singer, Kienbaum. NOES: None. ABSENT: Stewart. ADOPTED: November 16, 2010.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

**SECOND READING OF ORDINANCE AMENDING CH. 2, PARK AND RECREATION VOTING REQUIREMENTS.**

**ORDINANCE NO. 1808A – FINAL**  
**SECOND READING OF AN ORDINANCE AMENDING CHAPTER 2.52**  
**PARK AND RECREATION BOARD VOTING REQUIREMENTS**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do hereby ordain as follows:

SECTION 1: Whitewater Municipal Code chapter 2.52, Section 2.52.040(b) is hereby amended to read as follows:

(b) A quorum shall be four members, but all actions shall require the approval of the majority of the voting members.

Ordinance introduced by Councilmember Olsen, who moved its adoption. Seconded by Councilmember Winship. AYES: Olsen, Butler, Winship, Binnie, Singer, Kienbaum. NOES: None. ABSENT: Stewart. ADOPTED: November 16, 2010.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

**APPROVAL OF CONTRACT FOR RESTORATION PLAN FOR WHITEWATER EFFIGY MOUNDS PRESERVE.** Proposals for the creation of a restoration plan for the Whitewater Effigy Mounds Preserve were reviewed by the Effigy Mounds Task Force. Funding for the development of the Plan will come from Forestry and Park Development funds; however, grants will be sought to offset costs. It was moved by Olsen and seconded by Winship to approve a a contract with Jennings and Associates of Waukesha, Wisconsin for development of the plan. AYES: Olsen, Butler, Winship, Binnie, Singer, Kienbaum. Noes: None. ABSENT: Stewart.

**FUTURE AGENDA ITEMS.** Councilmember Singer requested that the building permit freeze information be brought to Council. City Manager Brunner stated that the Social Media policy will be brought to Council at the next meeting. Councilmember Kienbaum requested information on how issues with abandoned homes are handled when in violation of Codes.

**EXECUTIVE SESSION.** It was moved by Singer and seconded by Olsen to adjourn to negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.” Item to be Discussed: Consideration of Acquisition of right-of-way for Five Points Intersection Improvement Project. AYES: Olsen, Butler, Winship, Binnie, Singer, Kienbaum. NOES: None. ABSENT: Stewart. The regular portion of the meeting adjourned at 9:00 p.m.

Respectfully submitted,

Michele R. Smith,  
Clerk

Report Criteria:

Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
<b>ADVANCE PRINTING INC</b>						
1295	ADVANCE PRINTING INC	13026	FINANCE/AP CHECKS	12/08/2010	360.00	100-51500-310
1295	ADVANCE PRINTING INC	13027	WATER/ENVELOPES	12/08/2010	225.00	610-61921-310
1295	ADVANCE PRINTING INC	13027	WASTEWATER/ENVELOPES	12/08/2010	225.00	620-62820-310
1295	ADVANCE PRINTING INC	13027	STORMWATER/ENVELOPES	12/08/2010	225.00	630-63300-310
Total ADVANCE PRINTING INC:					1,035.00	
<b>AIRGAS NORTH CENTRAL</b>						
4760	AIRGAS NORTH CENTRAL	105409622	PARKS/TREE GUARD WELDING	12/08/2010	165.99	100-53270-295
4760	AIRGAS NORTH CENTRAL	105424338	WASTEWATER/WELDING GAS	12/08/2010	41.48	620-62840-340
4760	AIRGAS NORTH CENTRAL	105424606	STREET/SHOP SUPPLIES	12/08/2010	31.87	100-53230-340
Total AIRGAS NORTH CENTRAL:					239.34	
<b>AMERICAN MILLWORK &amp; HARDWARE</b>						
1841	AMERICAN MILLWORK & HARD	108755	STREET/BLUE ICE MELTER	12/08/2010	5,724.18	100-53320-460
Total AMERICAN MILLWORK & HARDWARE:					5,724.18	
<b>ANICH LUMBER &amp; HARDWAR CO, AJ</b>						
1601	ANICH LUMBER & HARDWAR C	37713	STREET/REPAIR PARTS	12/08/2010	75.36	100-53300-405
Total ANICH LUMBER & HARDWAR CO, AJ:					75.36	
<b>AT&amp;T LONG DISTANCE</b>						
4746	AT&T LONG DISTANCE	1119 BILL	SAFETY BDLG/PHONE	12/08/2010	27.66	100-51600-225
4746	AT&T LONG DISTANCE	1119 BILL	LIBRARY/PHONE	12/08/2010	28.07	100-55110-225
4746	AT&T LONG DISTANCE	1119 BILL	STREET/PHONE	12/08/2010	13.54	100-53230-241
4746	AT&T LONG DISTANCE	1119 BILL	WATER/PHONE	12/08/2010	11.73	610-61921-310
4746	AT&T LONG DISTANCE	1119 BILL	SEWER/PHONE	12/08/2010	8.02	620-62820-225
4746	AT&T LONG DISTANCE	4746-120810	SAFETY BDLG/PHONE	12/08/2010	168.24	100-51600-225
4746	AT&T LONG DISTANCE	4746-120810	CABLE/LONG DISTANCE	12/08/2010	12.30	200-55110-225
Total AT&T LONG DISTANCE:					269.56	
<b>AUER STEEL &amp; HEATING SUPPLY</b>						
662	AUER STEEL & HEATING SUPP	3955262	SAFETY BLDG/HEAT & AIR	12/08/2010	97.00	100-51600-244
Total AUER STEEL & HEATING SUPPLY:					97.00	
<b>BEAR GRAPHICS INC</b>						
381	BEAR GRAPHICS INC	0576968	ELECTIONS/SUPPLIES	12/08/2010	547.20	100-51400-340
Total BEAR GRAPHICS INC:					547.20	
<b>BEST TEST AUTO ELECTRIC</b>						
457	BEST TEST AUTO ELECTRIC	7884	STREET/VEHICLE MAINTENAN	12/08/2010	87.00	100-53320-353
Total BEST TEST AUTO ELECTRIC:					87.00	
<b>BROWN CAB SERVICE</b>						
47	BROWN CAB SERVICE	1115 OCT	CAB SVC/OCT	12/08/2010	10,780.17	235-51350-295

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total BROWN CAB SERVICE:					10,780.17	
<b>BROWN'S OF TWO RIVERS</b>						
1031	BROWN'S OF TWO RIVERS	0352203-IN	STREET/VEHICLE MAINTENAN	12/08/2010	174.27	100-53320-353
Total BROWN'S OF TWO RIVERS:					174.27	
<b>BURTNESS CHEVROLET</b>						
4716	BURTNESS CHEVROLET	104032	PARKS/CABLE ASSEMBLY	12/08/2010	58.75	100-53270-242
Total BURTNESS CHEVROLET:					58.75	
<b>CARGILL INCORPORATED</b>						
4331	CARGILL INCORPORATED	2940849	BULK ICE CONTROL	12/08/2010	8,758.87	100-53320-460
Total CARGILL INCORPORATED:					8,758.87	
<b>CARQUEST AUTO PARTS</b>						
21	CARQUEST AUTO PARTS	1899-ID-15030	RESCUE/OPERATING SUPPLIE	12/08/2010	90.71	100-52300-340
Total CARQUEST AUTO PARTS:					90.71	
<b>CHARTER COMMUNICATIONS</b>						
1571	CHARTER COMMUNICATIONS	824511795000	CITY/COURT CONNECTION NO	12/08/2010	136.98	100-51600-225
1571	CHARTER COMMUNICATIONS	824511795000	LIBRARY/AUTOMATION SUPPO	12/08/2010	64.99	220-55110-218
1571	CHARTER COMMUNICATIONS	824511795000	CABLE/INTERNET SVC	12/08/2010	136.98	200-55110-225
Total CHARTER COMMUNICATIONS:					338.95	
<b>CITGO</b>						
5404	CITGO	27534834	POLICE PATROL/GAS	12/08/2010	2,418.19	100-52110-351
5404	CITGO	27534834	POLICE INV/GAS	12/08/2010	360.60	100-52120-351
5404	CITGO	27534834	FIRE/GAS	12/08/2010	427.89	100-52200-351
5404	CITGO	27534834	RESCUE/GAS	12/08/2010	485.98	100-52300-351
5404	CITGO	27534834	CSO/GAS	12/08/2010	351.99	100-52140-351
5404	CITGO	27534834	FINANCE/CREDIT	12/08/2010	505.61	100-51500-310
Total CITGO:					3,539.04	
<b>CITY OF JANESVILLE</b>						
5617	CITY OF JANESVILLE	51738	STARIN RD PROJECT	12/08/2010	10,551.50	440-57663-840
Total CITY OF JANESVILLE:					10,551.50	
<b>CLEAN MATS</b>						
1033	CLEAN MATS	23605	STREET/TOWEL SVC	12/08/2010	28.76	100-53230-340
1033	CLEAN MATS	23638	SHOP TOWELS	12/08/2010	35.66	620-62840-340
Total CLEAN MATS:					62.42	
<b>DAILY JEFFERSON CO UNION</b>						
273	DAILY JEFFERSON CO UNION	133550	BLDG GROUNDS/POSITION PO	12/08/2010	50.20	620-62840-340
Total DAILY JEFFERSON CO UNION:					50.20	
<b>DECKER SUPPLY CO INC</b>						
33	DECKER SUPPLY CO INC	865556	STREET/HISTORIC STARIN SIG	12/08/2010	398.00	100-53300-354

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
<b>Total DECKER SUPPLY CO INC:</b>					<b>398.00</b>	
<b>DIVERSIFIED BENEFIT SVC INC</b>						
4192	DIVERSIFIED BENEFIT SVC INC	119162	FINANCE/NOV SVC	12/08/2010	392.16	100-51500-217
<b>Total DIVERSIFIED BENEFIT SVC INC:</b>					<b>392.16</b>	
<b>DIVERSIFIED BUILDING MTN</b>						
1809	DIVERSIFIED BUILDING MTN	125137	CITY HALL/NOV SVC	12/08/2010	3,965.00	100-51600-246
1809	DIVERSIFIED BUILDING MTN	125137	LIBRARY/NOV SVC	12/08/2010	1,638.00	100-55111-246
1809	DIVERSIFIED BUILDING MTN	125137	ARMORY/NOV SVC	12/08/2010	844.80	100-51600-246
1809	DIVERSIFIED BUILDING MTN	125137	CRAVATH LAKEFRONT/NOV SV	12/08/2010	1,108.80	100-51600-246
1809	DIVERSIFIED BUILDING MTN	125137	COMM BLDG/NOV SVC	12/08/2010	1,455.72	100-51600-246
<b>Total DIVERSIFIED BUILDING MTN:</b>					<b>9,012.32</b>	
<b>ELKHORN DRIVESHAFT COMPANY</b>						
1643	ELKHORN DRIVESHAFT COMP	8870	PARKS/MOWER DRIVESHAFT	12/08/2010	288.00	100-53270-242
<b>Total ELKHORN DRIVESHAFT COMPANY:</b>					<b>288.00</b>	
<b>EMERGENCY APPARATUS MTN INC</b>						
4512	EMERGENCY APPARATUS MTN	52138A	REPAIR/VEHICLE MAINTENANC	12/08/2010	671.79	100-52200-241
<b>Total EMERGENCY APPARATUS MTN INC:</b>					<b>671.79</b>	
<b>EMERGENCY MEDICAL PRODUCTS</b>						
115	EMERGENCY MEDICAL PRODU	1329050	RESCUE/OPERATING SUPPLIE	12/08/2010	674.48	100-52300-340
115	EMERGENCY MEDICAL PRODU	1329592	RESCUE/OPERATING SUPPLIE	12/08/2010	126.50	100-52300-340
<b>Total EMERGENCY MEDICAL PRODUCTS:</b>					<b>800.98</b>	
<b>ENTERLINE, WESLEY</b>						
6059	ENTERLINE, WESLEY	HOLIDAY INN	GEN ADMN/25X2025 GRANT CL	12/08/2010	130.94	100-51400-350
<b>Total ENTERLINE, WESLEY:</b>					<b>130.94</b>	
<b>FIRE-RESCUE SUPPLY LLC</b>						
3886	FIRE-RESCUE SUPPLY LLC	3010	RESCUE/OPERATING SUPPLIE	12/08/2010	2,200.00	100-52300-340
3886	FIRE-RESCUE SUPPLY LLC	3097	REPAIR/VEHICLE MAINTENANC	12/08/2010	82.00	100-52200-241
<b>Total FIRE-RESCUE SUPPLY LLC:</b>					<b>2,282.00</b>	
<b>FORT HEALTHCARE-BUSINESS HEALT</b>						
801	FORT HEALTHCARE-BUSINESS	33555	STREET/RANDOM POOL CHAR	12/08/2010	45.25	100-53300-154
801	FORT HEALTHCARE-BUSINESS	33555	WATER/RANDOM POOL CHAR	12/08/2010	45.25	610-61927-154
801	FORT HEALTHCARE-BUSINESS	33555	WASTEWATER/RANDOM POOL	12/08/2010	45.25	620-62820-154
801	FORT HEALTHCARE-BUSINESS	33555	NEIGHBORHOOD SVC/RANDO	12/08/2010	45.25	100-51600-340
<b>Total FORT HEALTHCARE-BUSINESS HEALT:</b>					<b>181.00</b>	
<b>FOX CONTRACTORS INC, R T</b>						
4609	FOX CONTRACTORS INC, R T	11/30/2010	WASTEWATER/FLORENCE ST	12/08/2010	20,750.00	620-62830-354
<b>Total FOX CONTRACTORS INC, R T:</b>					<b>20,750.00</b>	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
<b>FRANK BROS INC</b>						
1438	FRANK BROS INC	47628	WATER/PRINCE & FLORENCE	12/08/2010	483.36	610-61651-350
1438	FRANK BROS INC	48026	ST REPAIRS/PAVING FLORENC	12/08/2010	12,652.78	620-62830-354
Total FRANK BROS INC:					13,136.14	
<b>GRAHAM, ARTHUR</b>						
822	GRAHAM, ARTHUR	11-15-10 14:21	RESCUE/OPERATING SUPPLIE	12/08/2010	72.87	100-52300-340
Total GRAHAM, ARTHUR:					72.87	
<b>GRAINGER</b>						
367	GRAINGER	9362902703	WATER/SECURE KEY BOX & TA	12/08/2010	183.26	610-61921-310
367	GRAINGER	9388643760	WATER/WELL #9 IRON FILTER&	12/08/2010	39.78	610-61630-350
367	GRAINGER	9389544876	WATER/WELL #9 IRON FILTER	12/08/2010	1,742.40	610-61630-350
Total GRAINGER:					1,965.44	
<b>GUS PIZZA PALACE LLC</b>						
601	GUS PIZZA PALACE LLC	6081	CRASH CREW/OPERATING SU	12/08/2010	115.91	100-52210-340
Total GUS PIZZA PALACE LLC:					115.91	
<b>HALE, GEOFF</b>						
6063	HALE, GEOFF	162 W MAIN	TID 4/FACADE GRANT	12/08/2010	30,000.00	440-57663-805
Total HALE, GEOFF:					30,000.00	
<b>HOMETOWN NEWS LIMITED PTNRSHIP</b>						
1879	HOMETOWN NEWS LIMITED PT	025250	ADMIN/PUBLICATION OF HOUS	12/08/2010	39.60	100-51600-250
Total HOMETOWN NEWS LIMITED PTNRSHIP:					39.60	
<b>HOTSY CLEANING SYSTEMS INC</b>						
1049	HOTSY CLEANING SYSTEMS IN	0073333IN	STREET/PRESSURE WASHER	12/08/2010	642.49	620-62850-357
Total HOTSY CLEANING SYSTEMS INC:					642.49	
<b>IBS OF METRO MILWAUKEE</b>						
1859	IBS OF METRO MILWAUKEE	160113271	STREET/VEHICLE MAINTENAN	12/08/2010	362.80	100-53320-353
Total IBS OF METRO MILWAUKEE:					362.80	
<b>JAECKEL BROS INC</b>						
493	JAECKEL BROS INC	5335	WATER/PRINCE & FLORENCE	12/08/2010	1,429.50	610-61651-350
493	JAECKEL BROS INC	5476	WATER/CLAY & ESTERLY BRE	12/08/2010	803.00	610-61651-350
Total JAECKEL BROS INC:					2,232.50	
<b>JAMES IMAGING SYSTEMS INC</b>						
4617	JAMES IMAGING SYSTEMS INC	375091	STREET/COPIES	12/08/2010	1.79	100-53300-310
4617	JAMES IMAGING SYSTEMS INC	375120	GEN ADMN/COPIES	12/08/2010	83.42	100-51400-310
4617	JAMES IMAGING SYSTEMS INC	375120	COUNCIL/COPIES	12/08/2010	125.12	100-51100-310
4617	JAMES IMAGING SYSTEMS INC	375121	WASTEWATER/COPIES	12/08/2010	.62	620-62820-310
4617	JAMES IMAGING SYSTEMS INC	375124	FINANCE/COPIES	12/08/2010	58.82	100-51500-310
4617	JAMES IMAGING SYSTEMS INC	375125	POLICE/COPIES	12/08/2010	61.53	100-52100-310
4617	JAMES IMAGING SYSTEMS INC	375129	PLANNING/COPIES	12/08/2010	42.15	100-56300-310
4617	JAMES IMAGING SYSTEMS INC	375129	DPW/COPIES	12/08/2010	42.14	100-53100-310

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total JAMES IMAGING SYSTEMS INC:					413.59	
<b>JEFFERSON CO HIGHWAY DEPT</b>						
1002	JEFFERSON CO HIGHWAY DEP	1002-120810	STREET REPAIR/SEALCOATIN	12/08/2010	174,820.99	280-57500-820
Total JEFFERSON CO HIGHWAY DEPT:					174,820.99	
<b>KALAHARI RESORT</b>						
2649	KALAHARI RESORT	R003YEEVWY	POLICE/TRAINING	12/08/2010	210.00	100-52100-154
2649	KALAHARI RESORT	R00516F22LN	POLICE/TRAINING	12/08/2010	210.00	100-52100-154
2649	KALAHARI RESORT	R005GWAE E	POLICE PATROL/TRAINING	12/08/2010	210.00	100-52110-154
Total KALAHARI RESORT:					630.00	
<b>KB SHARPENING SERVICES</b>						
110	KB SHARPENING SERVICES	59001	STORMWATER/CHIPPER KNIVE	12/08/2010	19.20	630-63600-352
110	KB SHARPENING SERVICES	59097	PARKS/LAWN MOWER BLADES	12/08/2010	28.00	100-53270-242
110	KB SHARPENING SERVICES	59240	STORMWATER/CHIPPER KNIVE	12/08/2010	19.20	630-63600-352
Total KB SHARPENING SERVICES:					66.40	
<b>KETTERHAGEN MOTORS INC</b>						
111	KETTERHAGEN MOTORS INC	C82372	RESCUE/#1281 REPAIRS	12/08/2010	746.30	100-52300-241
111	KETTERHAGEN MOTORS INC	T67	RESCUE/REPAIR PARTS	12/08/2010	30.00	100-52300-241
Total KETTERHAGEN MOTORS INC:					776.30	
<b>L F GEORGE INC</b>						
4770	L F GEORGE INC	IC28444	STORMWATER/STUMP GRINDE	12/08/2010	232.47	630-63440-350
Total L F GEORGE INC:					232.47	
<b>LARK UNIFORM INC</b>						
605	LARK UNIFORM INC	68779	POLICE PATROL/UNIFORM	12/08/2010	23.90	100-52110-118
Total LARK UNIFORM INC:					23.90	
<b>LINCOLN CONTRACTORS SUPP INC</b>						
165	LINCOLN CONTRACTORS SUP	8349680	STORMWATER/BLADES	12/08/2010	645.73	630-63440-350
165	LINCOLN CONTRACTORS SUP	8350210	PARKS/TREE LANDSCAPE SVC	12/08/2010	199.00	100-53270-295
Total LINCOLN CONTRACTORS SUPP INC:					844.73	
<b>LINDERT, TODD</b>						
6082	LINDERT, TODD	03910072	OPERATING SUPPLIES REIMBU	12/08/2010	163.95	100-52300-340
6082	LINDERT, TODD	111510	OPERATING SUPPLIES REIMBU	12/08/2010	77.88	100-52300-340
Total LINDERT, TODD:					241.81	
<b>LINDNER &amp; MARSACK SC</b>						
79	LINDNER & MARSACK SC	61218	LEGAL/OCT SVC	12/08/2010	164.00	100-51300-219
Total LINDNER & MARSACK SC:					164.00	
<b>LOCAL GOVERNMENT INSTITUTE OF WI</b>						
5843	LOCAL GOVERNMENT INSTITU	2	GEN ADMN/25X2025 GRANT	12/08/2010	1,000.00	100-51400-350

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total LOCAL GOVERNMENT INSTITUTE OF WI:					1,000.00	
<b>LYNN PEAVY CO</b>						
891	LYNN PEAVY CO	231168	POLICE INV/OPERATING SUPP	12/08/2010	109.85	100-52120-340
Total LYNN PEAVY CO:					109.85	
<b>MADISON TRUCK EQUIPMENT INC</b>						
1461	MADISON TRUCK EQUIPMENT I	14370	EQUIPMENT REPLACEMENT/PL	12/08/2010	3,900.00	215-53560-820
Total MADISON TRUCK EQUIPMENT INC:					3,900.00	
<b>MAILFINANCE INC</b>						
4196	MAILFINANCE INC	H2063085	POLICE ADMN/MAIL MACHINE	12/08/2010	82.78	100-52100-310
4196	MAILFINANCE INC	H2063085	COUNCIL/MAIL MACHINE	12/08/2010	82.78	100-51100-310
4196	MAILFINANCE INC	H2063085	GEN ADMN/MAIL MACHINE	12/08/2010	82.78	100-51400-340
4196	MAILFINANCE INC	H2063085	PLANNING/MAIL MACHINE	12/08/2010	82.78	100-56300-310
4196	MAILFINANCE INC	H2063085	COURT/MAIL MACHINE	12/08/2010	27.59	100-51200-340
4196	MAILFINANCE INC	H2063085	FINANCE/MAIL MACHINE	12/08/2010	55.19	100-51500-310
4196	MAILFINANCE INC	H2063085	WATER/MAIL MACHINE	12/08/2010	55.19	610-61921-310
4196	MAILFINANCE INC	H2063085	WASTEWATER/MAIL MACHINE	12/08/2010	55.19	620-62820-310
4196	MAILFINANCE INC	H2063085	CDA/MAIL MACHINE	12/08/2010	27.60	900-56500-311
Total MAILFINANCE INC:					551.88	
<b>MAX R</b>						
2598	MAX R	DP55311	REC/PARK SIGNS	12/08/2010	4,103.90	245-56120-822
Total MAX R:					4,103.90	
<b>MCMASTER-CARR SUPPLY CO</b>						
189	MCMASTER-CARR SUPPLY CO	70285552	WASTEWATER/REPAIRS & SUP	12/08/2010	89.55	620-62860-357
Total MCMASTER-CARR SUPPLY CO:					89.55	
<b>MIDWEST AERIAL SERVICE</b>						
3293	MIDWEST AERIAL SERVICE	2735	STREET/SAFETY INSPECTIONS	12/08/2010	732.00	100-53230-340
Total MIDWEST AERIAL SERVICE:					732.00	
<b>MIDWEST MEDICAL RECORDS ASSN INC</b>						
5884	MIDWEST MEDICAL RECORDS	KV086560	POLICE/PATROL OTHER PROF	12/08/2010	67.25	100-52110-219
Total MIDWEST MEDICAL RECORDS ASSN INC:					67.25	
<b>MILPORT ENTERPRISES INC</b>						
1408	MILPORT ENTERPRISES INC	203686	TANK OF ALUM	12/08/2010	5,190.22	620-62840-341
Total MILPORT ENTERPRISES INC:					5,190.22	
<b>NCL OF WISCONSIN</b>						
369	NCL OF WISCONSIN	278545	WASTEWATER/LAB SUPPLIES	12/08/2010	349.71	620-62870-340
Total NCL OF WISCONSIN:					349.71	
<b>NORTHERN LAKE SERVICE INC</b>						
1335	NORTHERN LAKE SERVICE INC	190318	WATER/VOC TESTING	12/08/2010	310.00	610-61630-340

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total NORTHERN LAKE SERVICE INC:					310.00	
<b>OFFICE DEPOT</b>						
4146	OFFICE DEPOT	538882922001	POLICE ADMN/OFFICE SUPPLI	12/08/2010	2.78	100-52100-310
4146	OFFICE DEPOT	539320506001	RESCUE/OPERATING SUPPLIE	12/08/2010	64.14	100-52300-340
Total OFFICE DEPOT:					66.92	
<b>OTIS ELEVATOR CO</b>						
1066	OTIS ELEVATOR CO	CMM24171001	WHITE BLDG/BLDG MAINTENA	12/08/2010	225.00	100-51600-245
1066	OTIS ELEVATOR CO	CMM24171001	MUN BLDG/BLDG MAINTENANC	12/08/2010	225.00	100-51600-245
Total OTIS ELEVATOR CO:					450.00	
<b>PMI</b>						
5492	PMI	0261064	RESCUE/OPERATING SUPPLIE	12/08/2010	457.04	100-52300-340
5492	PMI	0262175	RESCUE/OPERATING SUPPLIE	12/08/2010	326.60	100-52300-340
Total PMI:					783.64	
<b>POPE COLLISION CENTER</b>						
5709	POPE COLLISION CENTER	723366	DAMAGE BY SERVICE VAN	12/08/2010	1,698.45	100-53230-352
Total POPE COLLISION CENTER:					1,698.45	
<b>PREMIER ELECTION SOLUTIONS INC</b>						
4828	PREMIER ELECTION SOLUTION	13243	ELECTION/SUPPLIES	12/08/2010	179.76	100-51400-340
4828	PREMIER ELECTION SOLUTION	605396	ELECTION/SUPPLIES	12/08/2010	303.39	100-51400-340
4828	PREMIER ELECTION SOLUTION	605481	ELECTION/SUPPLIES	12/08/2010	39.32	100-51400-340
Total PREMIER ELECTION SOLUTIONS INC:					522.47	
<b>PTM DOCUMENT SYSTEMS</b>						
5680	PTM DOCUMENT SYSTEMS	0014145	FINANCE/TAX FORMS	12/08/2010	132.10	100-51500-310
Total PTM DOCUMENT SYSTEMS:					132.10	
<b>QUILL CORPORATION</b>						
445	QUILL CORPORATION	8862164	GEN ADMN/OFFICE SUPPLIES	12/08/2010	13.22	100-51400-310
445	QUILL CORPORATION	8862164	DPW/OFFICE SUPPLIES	12/08/2010	13.22	100-53100-310
445	QUILL CORPORATION	8862164	REC/OFFICE SUPPLIES	12/08/2010	11.34	100-55210-310
445	QUILL CORPORATION	8862164	GEN ADMN/ELECTION SUPPLIE	12/08/2010	64.34	100-51400-310
Total QUILL CORPORATION:					102.12	
<b>RADIATOR EXCHANGE</b>						
1456	RADIATOR EXCHANGE	33745	WATER/TRUCK #13 GAS TANK	12/08/2010	146.10	610-61933-340
Total RADIATOR EXCHANGE:					146.10	
<b>RICOH AMERICAS CORP</b>						
90	RICOH AMERICAS CORP	12301004	RESCUE/COPIER	12/08/2010	60.61	100-52300-340
90	RICOH AMERICAS CORP	12301005	FIRE/COPIER	12/08/2010	27.39	100-52200-310
90	RICOH AMERICAS CORP	12323774	WATER/COPIER	12/08/2010	25.91	610-61903-310
Total RICOH AMERICAS CORP:					113.91	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
<b>ROCK RIVER COALITION</b>						
3869	ROCK RIVER COALITION	RRC MEMBER	REEL/RRC MEMBERSHIP	12/08/2010	50.00	620-62820-219
Total ROCK RIVER COALITION:					50.00	
<b>S &amp; H TRUCK SERVICE</b>						
388	S & H TRUCK SERVICE	10201	REPAIR/VEHICLE MAINTENANC	12/08/2010	914.12	100-52200-241
388	S & H TRUCK SERVICE	10204	REPAIR/VEHICLE MAINTENANC	12/08/2010	1,443.05	100-52200-241
Total S & H TRUCK SERVICE:					2,357.17	
<b>S &amp; R COMPOST SERVICE INC</b>						
3228	S & R COMPOST SERVICE INC	020069	STORMWATER/JOHNS DISPOS	12/08/2010	6,899.34	630-63600-340
Total S & R COMPOST SERVICE INC:					6,899.34	
<b>SAALSAA, DAVID</b>						
5224	SAALSAA, DAVID	186 W MAIN	TID 4/FACADE GRANT	12/08/2010	11,019.13	440-57683-805
Total SAALSAA, DAVID:					11,019.13	
<b>SASSY SHIRTS</b>						
131	SASSY SHIRTS	32815	REC/YOUTH BASKETBALL JER	12/08/2010	1,000.00	100-55210-790
131	SASSY SHIRTS	32815	REC/YOUTH BASKETBALL JER	12/08/2010	222.75	100-55300-341
Total SASSY SHIRTS:					1,222.75	
<b>SCHENK-HUEGEL CO</b>						
72	SCHENK-HUEGEL CO	201389	RESCUE/OPERATING SUPPLIE	12/08/2010	14.00	100-52300-340
Total SCHENK-HUEGEL CO:					14.00	
<b>SHADOW FAX</b>						
2800	SHADOW FAX	CM00636	POLICE ADMIN/CREDICT OFFIC	12/08/2010	47.90	100-52100-310
2800	SHADOW FAX	INV092885	POLICE ADMN/OFFICE SUPPLI	12/08/2010	106.60	100-52100-310
Total SHADOW FAX:					58.60	
<b>SLOCUM, DWIGHT</b>						
409	SLOCUM, DWIGHT	REIMBURSE	GEN BLDG/GLASSES	12/08/2010	435.00	100-51600-340
Total SLOCUM, DWIGHT:					435.00	
<b>SNAP ON TOOLS</b>						
1806	SNAP ON TOOLS	210647	WATER/IMPACT WRENCH BATT	12/08/2010	206.00	610-61651-350
Total SNAP ON TOOLS:					206.00	
<b>ST MARY'S DEAN VENTURES INC</b>						
3911	ST MARY'S DEAN VENTURES I	2010-10-C/OF/	RESCUE/OPERATING SUPPLIE	12/08/2010	1,099.42	100-52300-340
2068	ST MARY'S DEAN VENTURES I	544930896	RESCUE/SIMES	12/08/2010	289.00	100-52300-340
Total ST MARY'S DEAN VENTURES INC:					1,388.42	
<b>STA-LITE CORP</b>						
102	STA-LITE CORP	4634	PARKS/LAKE FOUNTAIN PUMP	12/08/2010	305.00	100-53270-359

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total STA-LITE CORP:					305.00	
<b>STRAND ASSOCIATES INC</b>						
358	STRAND ASSOCIATES INC	0062322	TECH PARK/OTHER SVC	12/08/2010	12,741.52	440-57663-841
358	STRAND ASSOCIATES INC	0081991	WASTEWATER/IMPROVEMENT	12/08/2010	26,414.26	620-62810-820
358	STRAND ASSOCIATES INC	0081992	STORMWATER/SLAMM MODEL	12/08/2010	2,795.56	630-63440-295
358	STRAND ASSOCIATES INC	0081994	WASTEWATER/GAS BOILER	12/08/2010	30,091.93	620-62810-820
358	STRAND ASSOCIATES INC	0081995	WASTEWATER/USER CHARGE	12/08/2010	1,125.87	620-62810-820
358	STRAND ASSOCIATES INC	0082321	TECH PARK/BASIC SVC	12/08/2010	6,020.86	440-57663-841
358	STRAND ASSOCIATES INC	0082323	STARIN RD/BASIC SVC	12/08/2010	2,990.15	440-57663-840
358	STRAND ASSOCIATES INC	0082324	STARIN RD/OTHER SVC	12/08/2010	9,314.26	440-57663-840
358	STRAND ASSOCIATES INC	0091996	PLANNING/PRINCE ST STUDEN	12/08/2010	1,594.93	100-56300-219
358	STRAND ASSOCIATES INC	0091996	WASTEWATER/E SIDE SEWER	12/08/2010	404.44	620-62820-219
358	STRAND ASSOCIATES INC	0091996	TRATT ST/SIDEWALK & PATH	12/08/2010	4,689.70	494-57500-821
358	STRAND ASSOCIATES INC	0091996	CD4/BUSINESS PARK WETLAN	12/08/2010	384.50	440-57663-837
358	STRAND ASSOCIATES INC	081993	STORMWATER/UWW PLAN UP	12/08/2010	1,181.83	630-63440-295
Total STRAND ASSOCIATES INC:					99,749.81	
<b>SUPERIOR CHEMICAL CORP</b>						
826	SUPERIOR CHEMICAL CORP	43151	WATER/FLOOR MACHINE SCR	12/08/2010	57.97	610-61935-350
Total SUPERIOR CHEMICAL CORP:					57.97	
<b>ULTRAMAX</b>						
3505	ULTRAMAX	1117891	POLICE PATROL/FIREARMS	12/08/2010	502.00	100-52110-360
Total ULTRAMAX:					502.00	
<b>UNITED PARCEL SERVICE</b>						
19	UNITED PARCEL SERVICE	00000X36X847	WATER/STATE LAB	12/08/2010	15.43	610-61921-310
19	UNITED PARCEL SERVICE	00000X36X847	POLICE/EHS INC	12/08/2010	32.60	100-52100-310
Total UNITED PARCEL SERVICE:					48.03	
<b>USA BLUE BOOK</b>						
1062	USA BLUE BOOK	255603	WATER/HYDRANT FLANGE KIT	12/08/2010	317.09	610-61654-350
1062	USA BLUE BOOK	258183	WATER/HYDRANT EXTENSION	12/08/2010	564.90	610-61654-350
1062	USA BLUE BOOK	277367	WATER/GLOVES & SVC TOOLS	12/08/2010	88.84	610-61654-350
1062	USA BLUE BOOK	277367	WATER/METER WORK SUPPLI	12/08/2010	178.27	610-61653-350
Total USA BLUE BOOK:					1,149.10	
<b>UW WHITEWATER</b>						
8	UW WHITEWATER	13948	STREET/BULBS	12/08/2010	66.57	100-53420-340
8	UW WHITEWATER	13948	PARKS/BULBS	12/08/2010	106.47	100-53420-340
8	UW WHITEWATER	13948	GEN BLDG/MAINTENANCE SUP	12/08/2010	95.13	100-51600-355
8	UW WHITEWATER	13948	LIBRARY/BLDG MAINTENANCE	12/08/2010	141.11	100-55111-355
8	UW WHITEWATER	13948	WASTEWATER/JANITORIAL SU	12/08/2010	47.38	620-62840-340
8	UW WHITEWATER	13948	GEN BLDG/MAINTENANCE SUP	12/08/2010	40.12	100-51600-355
8	UW WHITEWATER	13948	LIBRARY/BLDG MAINTENANCE	12/08/2010	36.62	100-55111-355
Total UW WHITEWATER:					533.40	
<b>VEOLIA ES SOLID WASTE MIDWEST</b>						
2542	VEOLIA ES SOLID WASTE MID	A10000322414	WASTEWATER/CONTRACTUAL	12/08/2010	448.32	620-62840-342

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total VEOLIA ES SOLID WASTE MIDWEST:					448.32	
<b>WALMART COMMUNITY</b>						
1507	WALMART COMMUNITY	1507-120810	LEGISLATIVE/ELECTION SUPPL	12/08/2010	76.45	100-51100-315
1507	WALMART COMMUNITY	1507-120810	GEN ADMN/DOCUMENT FRAME	12/08/2010	18.00	100-51400-310
1507	WALMART COMMUNITY	1507-120810	FINANCE/OFFICE SUPPLIES	12/08/2010	57.04	100-51500-310
1507	WALMART COMMUNITY	1507-120810	POLICE ADMN/OPERATING SU	12/08/2010	112.71	100-52100-340
1507	WALMART COMMUNITY	1507-120810	POLICE INV/OPERATING SUPP	12/08/2010	139.86	100-52120-340
1507	WALMART COMMUNITY	1507-120810	RESCUE/OPERATING SUPPLIE	12/08/2010	439.04	100-52300-340
1507	WALMART COMMUNITY	1507-120810	PARKS/MAINTENANCE SUPPLI	12/08/2010	20.06	100-53270-359
1507	WALMART COMMUNITY	1507-120810	REC/PROGRAM SUPPLIES	12/08/2010	201.54	100-55300-341
1507	WALMART COMMUNITY	1507-120810	SENIORS/SUPPLIES	12/08/2010	123.43	100-55310-340
1507	WALMART COMMUNITY	1507-120810	LIBRARY/OFFICE SUPPLIES	12/08/2010	44.97	220-55110-310
1507	WALMART COMMUNITY	1507-120810	LIBRARY/JUVENILE PROGRAM	12/08/2010	191.28	220-55110-342
1507	WALMART COMMUNITY	1507-120810	WATER/OFFICE SUPPLIES	12/08/2010	185.76	610-61921-310
Total WALMART COMMUNITY:					1,610.14	
<b>WALWORTH COUNTY</b>						
336	WALWORTH COUNTY	104091	GEN ADMN/25X2025 GRANT TR	12/08/2010	95.00	100-51400-350
Total WALWORTH COUNTY:					95.00	
<b>WATER WELL SOLUTIONS SVC GROUP</b>						
4323	WATER WELL SOLUTIONS SVC	10-10-136	WATER/WELL #5 BOOSTERS R	12/08/2010	720.58	610-61620-350
4323	WATER WELL SOLUTIONS SVC	10-11-105	WATER/WELL #5 ELECTRICAL	12/08/2010	750.00	610-61620-350
Total WATER WELL SOLUTIONS SVC GROUP:					1,470.58	
<b>WELDERS SUPPLY CO BELOIT INC</b>						
49	WELDERS SUPPLY CO BELOIT	481497	RESCUE/OXYGEN	12/08/2010	53.11	100-52300-340
Total WELDERS SUPPLY CO BELOIT INC:					53.11	
<b>WEMSA</b>						
375	WEMSA	1123 RESCUE	RESCUE/RENEW	12/08/2010	666.00	100-52300-154
Total WEMSA:					666.00	
<b>WHITEWATER AREA LEAGUE WOMEN VOTERS</b>						
8081	WHITEWATER AREA LEAGUE	1119 REFUND	REFUND/PROGRAM SPONSOR	12/08/2010	100.00	900-48620-56
Total WHITEWATER AREA LEAGUE WOMEN VOTERS:					100.00	
<b>WHITEWATER FIRE DEPT</b>						
284	WHITEWATER FIRE DEPT	1128 REIM	FIRE/OPERATING SUPPLIES C	12/08/2010	17.40	100-52200-340
284	WHITEWATER FIRE DEPT	1128 REIM	FIRE/EMPLOYEE ED CHARGE	12/08/2010	198.92	100-52200-154
284	WHITEWATER FIRE DEPT	1128 REIM	CRASH CREW/EQUIPMENT RE	12/08/2010	94.96	100-52210-242
Total WHITEWATER FIRE DEPT:					311.28	
<b>WHITEWATER LIMESTONE INC</b>						
20	WHITEWATER LIMESTONE INC	10083	WATER/LIMESTON CHIPS	12/08/2010	45.94	610-61651-350
Total WHITEWATER LIMESTONE INC:					45.94	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
<b>WI MUNICIPAL COURT CLERKS ASSC</b>						
315	WI MUNICIPAL COURT CLERKS	2011 DUES	COURT/MAAS MEMBERSHIP	12/08/2010	40.00	100-51200-320
315	WI MUNICIPAL COURT CLERKS	2011 DUES	COURT/MAAS CLERK CONFER	12/08/2010	20.00	100-51200-320
Total WI MUNICIPAL COURT CLERKS ASSC:					60.00	
<b>WI STATE LABORATORY OF HYGIENE</b>						
1899	WI STATE LABORATORY OF HY	4929021	WATER/FLUORIDE TEST	12/08/2010	40.00	610-61630-340
Total WI STATE LABORATORY OF HYGIENE:					40.00	
<b>WLEEDA</b>						
3285	WLEEDA	1122 UHL	POLICE PATROL/TRAINING	12/08/2010	200.00	100-52110-154
3285	WLEEDA	1122OTTER/G	POLICE ADM/TRAINING	12/08/2010	300.00	100-52100-164
Total WLEEDA:					500.00	
Grand Totals:					455,984.81	

Dated: 12/2/10

Finance Director: *Carrie M. Schemper*

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

## MEMO

TO: Common Council  
FROM: Kevin Brunner  
RE: Creation of Dilapidated and Distressed Property Demolition/Rehabilitation Fund

The Community Development Authority in October created a sub-committee that has been looking at dilapidated and distressed properties in the city. The sub-committee has identified with city staff some ten to twelve properties, located through-out the city, that are in "severe" condition such that it's in the community interest to take steps to either demolish these structures or work towards substantial rehabilitation of them. Of these identified properties, there are approximately four to five that the city staff has been actively working with the respective property owners on razing.

Attached is a resolution for Council consideration that would fund this property demolition project with the \$40,000 that had been borrowed earlier this year. These funds had been targeted for the dark fiber-optic extension from the University to the Whitewater Innovation Center, however, these funds are not needed because a private firm has already installed this fiber cabling at no cost to the city in exchange for the use of the city right-of-way and the housing of some fiber equipment at the Innovation Center. We do want to retain the remaining \$10,000 originally borrowed for dark fiber for a planned extension to the Municipal Center and downtown area.

This \$40,000 funding would allow for approximately five properties to be addressed immediately. The plan would be to enter into agreements for the repayment of these funds by the property owners (my understanding is that some property owners will be taking care of their properties on their own but some can't financially afford the entire cost at the present time). Further, upon repayment of these funds, a revolving account would be established to allow for similar property razing or rehabilitation in the future.

Councilmembers Winship, Olsen and Singer have served on this sub-committee and are familiar with the objectives of this program. In addition other sub-committee members include Jeff Knight (chair), Jim Neis, Russell Walton, Jim Caldwell, Tom Miller, Al Stanek and Dennis Stanton.

This program would target properties based on the criteria contained in the resolution and it would be up to city staff to work with the affected properties owners on repayment terms and conditions (however we are looking at a maximum repayment term of 3 years for this program).

If any of you have any questions regarding this proposal prior to next weeks meeting please feel free to contact me or City Attorney Wally McDonell.

CC: CDA Housing Members  
City Attorney McDonell  
Neighborhood Services Director Parker  
CDA Coordinator Nimm

**RESOLUTION AUTHORIZING THE USE OF GENERAL OBLIGATION  
BORROWED FUNDS FOR THE PURPOSE OF DEMOLISHING SUB-  
STANDARD RESIDENTIAL BUILDINGS**

(12-02-10 @ 10:35 a.m. Draft)

**WHEREAS**, the Common Council of the City of Whitewater borrowed general obligation funds in 2010 and \$50,000.00 of said funds were designated to be used for extending fiber optic cable in the City of Whitewater, and

**WHEREAS**, said \$50,000.00 of funds are no longer necessary for the fiber optic project, and

**WHEREAS**, the City of Whitewater Housing Task Force Committee (a subcommittee of the Community Development Authority) has recommended that the Common Council allocate funds for the purpose of demolishing sub-standard residential homes and other structures in residential areas of the City of Whitewater, and

**WHEREAS**, the City staff of the City of Whitewater recommends that the Common Council allocate funds to be used to pay the costs associated with demolishing sub-standard residential structures, and

**WHEREAS**, the City staff has identified several residential structures that should be considered for demolition, and

**WHEREAS**, the City Council finds that it is in the City's best interest to protect residential neighborhoods by eliminating blighted and dilapidated residential structures, and

**WHEREAS**, it is in the best interest of the City of Whitewater to use \$40,000.00 of the funds, previously allocated for the purpose of paying for the extension of fiber optic cable, for the purpose of demolishing sub-standard residential homes and other structures in residential areas.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Whitewater as follows:

1. Forty Thousand Dollars (\$40,000.00) of the general obligation funds borrowed in 2010, previously allocated for the extension of fiber optic cable, are hereby allocated to be used for the purpose of paying the costs associated with demolishing sub-standard residential homes and other structures in residential areas in the City of Whitewater.

2. The City staff shall, after considering information available to it and subject to the approval of the City Manager, decide which structures shall be demolished subject to due process of the law. The City staff shall consider the following factors in deciding which structures should be demolished:

- a. Health and Life Safety Issues
- b. The Structure meets Statutory "Blight" Definition
- c. The Number of Property Maintenance Violations
- d. The Impact on Neighboring Property Values
- e. Rehabilitation and/or Redevelopment Potential of Property
- f. Community Visibility
- g. The Number of Citizen Complaints Received Regarding Property Condition

3. The City staff shall take action to recoup any funds expended for demolition costs from the property owner by procedures available to the City.

4. Any funds spent for demolition that are recouped by the City may be used for additional residential demolition projects.

Resolution introduced by Councilmember \_\_\_\_\_, who  
moved its adoption. Seconded by Councilmember \_\_\_\_\_.

AYES:

\_\_\_\_\_  
Kevin Brunner, City Manager

NOES:

ABSENT:

\_\_\_\_\_  
Michele R. Smith, City Clerk

ADOPTED:

R-3  
Mary S. Nimm  
Community Development Authority Coordinator  
P.O. Box 178  
312 W. Whitewater Street  
Whitewater, WI 53190



December 3, 2010

PHONE: (262) 473-0148  
FAX: (262) 473-0549  
Email: [mnimm@whitewater-wi.gov](mailto:mnimm@whitewater-wi.gov)  
WEBSITE: [www.ci.whitewater.wi.us](http://www.ci.whitewater.wi.us)

## MEMORANDUM

TO: Common Council  
FROM: Mary Nimm  
RE: Authorizing Resolution

HUSCO approached the City requesting Industrial Revenue Bonds (IRB's) in June, 2010 and has since changed their financing approach. The attached resolution authorizes the Community Development Authority to submit a Community Block Grant application to the Wisconsin Department of Commerce requesting \$606,000 on behalf of HUSCO.

The project activities proposed for the HUSCO CDBG application.

- Forgivable loan amount up to \$600,000.
- The loan will be provided through a grant to the City of Whitewater, which, in turn would loan the funds to the borrower. The municipality will receive \$6,000 to administer the loan.
- The loan will be deferred until the forgiveness measurement date of 12/31/2014. For the portion not forgiven, the remaining loan balance of principal and accrued interest shall be amortized over 5 years.
- The borrower will be required to create and maintain 90 full-time positions in Whitewater by December 31, 2010 with an average wage of \$12.00 per hour, and maintain them until 12/31/2014.
- The borrower will be required to ensure that at least 51% of all new full-time positions are made available to persons with low to moderate income.
- The borrower will be required to post position openings with the WI Department of Workforce Development to ensure that qualified persons with low to moderate income receive consideration for the vacant positions.
- For each new full-time position, less than 90, not created and maintained, the borrower would be required to pay a penalty of \$500 per full-time position.
- For any full-time position created but not made available to low to moderate income, the borrower would be required to pay a penalty of \$1,000 per job.

Subject to the creation of 90 full-time positions in Whitewater, by 12/31/2014, the full amount of the loan, plus accrued interest, would be eligible for forgiveness.

**AUTHORIZING RESOLUTION**

Relating to the City of Whitewater participation in the Wisconsin Community Development Block Grant for Economic Development program.

WHEREAS, Federal monies are available under the Community Development Block Grant program, administered by the State of Wisconsin, Department of Commerce, for the purpose of economic development; and

WHEREAS, after public meeting and due consideration, the Whitewater Community Development Authority has recommended that an application be submitted to the State of Wisconsin for the following projects:  
*(Name of Appropriate Committee)*

Working Capital and Administration for HUSCO International  
*(Brief List of Proposed Projects)*

WHEREAS, it is necessary for the Whitewater Community Development Authority, to approve the preparation  
*(County Board, City Council, Village Board, Town Board)*

and filing of an application for the City to receive funds from this program; and  
*(County, City, Town, Village)*

WHEREAS, the Whitewater Community Development Authority has reviewed the need for the proposed  
*(County Board, City Council, Village Board, Town Board)*

project(s) and the benefit(s) to be gained therefrom;

NOW, THEREFORE, BE IT RESOLVED, that the Whitewater Community Development Authority does approve and authorize the preparation and filing of an application for the above-named project(s); and  
*(City Council, County Board, Village Board, Town Board)*

the City Manager is hereby authorized to sign all necessary documents  
*(Mayor, Council President, Board Chairman, Village President)*

on behalf of the City; and that authority is hereby granted to the Whitewater Community Development Authority  
*(County, City, Town, Village)* *(Name of Appropriate Committee)*

to take the necessary steps to prepare and file the appropriate application for funds under this program in accordance with this resolution.

ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. ATTEST: \_\_\_\_\_  
*(Signature of the Clerk)*

The above resolution has been authorized by the governing body of \_\_\_\_\_ by

Resolution No. \_\_\_\_\_, dated \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Chief Elected Official)*

**ORDINANCE CREATING TITLE 13  
NATURAL LANDSCAPE YARD ORDINANCE**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, do hereby ordain as follows:

**SECTION 1:** Whitewater Municipal Code Title 13 is hereby created to read as follows:

**NATURAL LANDSCAPE YARD ORDINANCE**

**16.10.010 Purpose**

The purpose of this Natural Landscape Yard Ordinance is to address concerns regarding landscaping in the City of Whitewater. Natural Landscape Gardens are viable alternatives to lawn development as they can be economical, low-maintenance, effective in soil and water conservation, and may reduce the use of pesticides, herbicides, and fertilizers. This ordinance is consistent with the goals of the Whitewater Comprehensive Plan referenced in Chapter (4), Natural Resources pp 35, 38-44. Because the State of Wisconsin has prohibited yard waste in any solid waste disposal facility; has increased percentage regulations on storm water run-off and has laws that protect the chemical invasion of lakes, streams and wetlands by lawn products, this legislation should enable the City to progress in achieving compliance with said State regulation. It is hereby noted that these landscape alternatives are no more or less appropriate than turf grass yard choices in regard to the visual appeal of individual properties. It is also important to note that the intent of this ordinance is not to allow vegetated areas to be unmanaged. Control of noxious, invasive weeds shall be required in all landscape plans.

**16.10.020 Natural Landscape Gardens Allowed**

(a) A Natural Heritage Garden, Ornamental Garden, Rain Garden and/or Sustenance Garden may be planted if it is in compliance with the following provisions:

- (1) The garden does not violate any other City of Whitewater ordinance.
- (2) The garden is authorized by the owner or occupier with written permission as verified by owner.
- (3) The garden, or any portion thereof, does not encroach on any property ownership line or public right of way.
- (4) The owner or occupier complies with the notice provisions of 19.56.030

below:

**16.10.030 Notice of Natural Landscape Garden**

(a) If any Natural Heritage Garden, Ornamental Garden, Rain Garden, Sustenance Garden, or combination thereof, exceeds fifty percent (50%) of the surface area of the property, not otherwise occupied by buildings, structures, or improvements, the owner shall file a notice with the Neighborhood Services Director. This notice shall contain:

(1) A drawing or sketch depicting the area of the garden relative to the property ownership lines, public right of way, buildings, and structures and improvements located on the property. The drawing need not be done to scale or prepared by professionals;

(2) Information indicating the general vegetation to be used within the plan and their approximate locations;

(b) The landscape garden plan shall be submitted to the Neighborhood Services Director for review. If the plantings might suggest a negative impact on drainage, visibility or drainage easements the plan shall be changed or submitted to the Garden Landscape Review Board for further review;

(c) Information on planning an alternative landscape yard can be secured from the Neighborhood Services Director. A review of the costs and labor involved in the planting and maintenance of these yard alternatives may be discussed at that time.

(d) No fees shall be assessed for this review.

(e) If the garden(s) do not exceed fifty percent (50%) of the surface area as set forth above, the garden(s) shall be allowed without filing a notice, but shall still adhere to the other sections of this ordinance.

**16.10.040 Garden Landscape Review Board**

(a) A Garden Landscape Review Board shall be appointed by the City Council for a three-year term. The Board shall consist of the City Forester, the Park and Recreation Board Urban Forestry Commission representative, a City Council member, and two citizens at large. The Board shall meet as needed.

**16.10.050 Noxious Weeds**

(a) The following noxious weeds are prohibited in natural landscape gardens:

- (1) Buckthorn (Common glossy) (*Rhamnus cathartica*)
- (2) Burdock (*Arctium*)
- (3) Dame's Rocket (*Hesperis matronalis*)
- (4) Garlic Mustard (*Allaria petiolata*)
- (5) Wild Honeysuckles -Japanese (*Lonicera japonica*); EurAsian bush (*Amur, Lonicera maackii*); and Morrow's (*L. morrowii*)
- (6) Purple Loosestrife (*Lythrium solitaria*)

(7) Reed Canary Grass (*Pharlaris arundinacea*)

(8) Thistles- Purple, Bull (*Cirsium vulgare*); Musk (*Carduus nutans*);  
Plumeless (*Carduus arvensis*); Yellow star (*Centaurea solstitialis*); and  
Canada (*Cirsium arvense*)

(b) Other invasives that may become problematic in Whitewater, as defined by the Wisconsin DNR listing and pictured in the publication "A Field Guide to Terrestrial Invasive Plants in Wisconsin", Wisconsin DNR 2010, may be referred to the Garden Landscape Review Board upon request for review, and said board may recommend that the Council add the plant(s) to the above list.

**16.10.060 City Controls**

(a) The City staff may not damage, remove, burn, or cut vegetation in any privately owned residential yard that has a notice required by 19.56.030 on file with the City, for which the City does not have management responsibilities, except the City may take such actions following a hearing in front of the Garden Landscape Review Board at which it is found:

(1) That noxious invasives specifically named in City ordinances exist in that landscape, or

(2) That a condition(s) creating a clear and present hazard to public health, safety or city maintenance issues exists or

(3) That property management responsibilities have not been met by the property owner

(b) This hearing must occur within thirty (30) days following notification.

(c) This section shall not in any manner restrict the City's right to maintain trees and vegetation in City right-of-ways.

**16.10.070 Pre-existing Legal Use Exemption**

(a) Properties with Natural Landscape Gardens in place in compliance with the above regulations at the time of the enactment of this ordinance, which would be required to file a notice pursuant to 19.56.030, shall be exempt from the Section 19.56.030 notice requirement.. In order to assist in the enforcement of this ordinance, any owner claiming exempt status regarding the natural garden notice provisions called for herein shall register with the City Clerk, on a form provided by the City Clerk, within one hundred eighty (180) days of the passage of this ordinance by the Common Council. The information required on the registration form shall include the address of the property in question as well as a description of the gardens contained thereon. Any property not registered within one hundred eighty (180) days of the enactment shall not receive exempt status. Any property granted exempt status must continue to adhere to all of the provisions of this ordinance except for the notice requirement.

**16.10.080 Natural Landscape Yard Ordinance Definitions**

(a) **Cottage Garden:** A mixed garden of perennials, annuals, herbs and sometimes vegetables that visually enhance the yard area around a home.

(b) **Exotic Plants:** Plants that have been brought into the state from elsewhere such as (a) Exotic EurAsian plants native to Europe and Asia and (b) Exotic American plants natural to the Americas but not to southeastern Wisconsin and (c) Exotic "cultivated varieties" propagated by the horticultural industry.

(c) **Green Sustainability:** The process of encouraging the maintaining of an environmental base in the City in order to meet human needs while preserving the environment.

(d) **Herb Garden:** A type of garden established for the planting and/or harvesting of herbs.

(e) **Natural Heritage Garden:** An area that is managed with the intention of simulating a natural community of plants native to the State of Wisconsin (e.g. prairie, meadow or woodland which may include grasses (short and tall) and forbs (flowers), usually perennial in nature.

(f) **Natural Landscape:** Plantings of grasses (short and tall), forbs (flowers), shrubs, woodlands and other gardens as defined that are often native but are sometimes mixed with non-natives, and are usually perennial in nature.

(g) **Natural Lawn:** Turf lawn that is organic in nature but does not practice the use of chemicals in the form of pesticides, insecticides and herbicides and is kept no longer than 7 inches.

(h) **Noxious Invasives:** Weeds considered offensive and invasive to landscape gardens specifically named in this and other City ordinances.

(i) **Organic Lawn Care:** Necessary inputs that are "natural" as opposed to "synthetic" as used in traditional lawns (the goal being to have the least toxic management for pest control).

(j) **Ornamental Garden:** An area that is managed for the visual display of a variety of plants, including, but not limited to, trees, shrubs, ferns, flowers, grasses, ground cover, mosses, and that does not contain any plant defined as a noxious weed or one that constitutes a nuisance to the community.

(k) **Rain Garden:** A garden that effectively uses stormwater run-off to grow and nurture a specifically designed garden bed.

(l) **Sustenance Garden:** A garden that is vegetable, fruit or herbal in nature that is usually planted and maintained for household food production.

(m) **Traditional Lawn:** Turf lawn that is often managed chemically, mowed regularly to be kept at a height no more than 7 inches.

The above definitions include terms not yet referred to in this ordinance, but are provided for reference in case of ordinance amendments.

**SECTION 2:** This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Councilmember \_\_\_\_\_, who moved its adoption.  
Seconded by Councilmember \_\_\_\_\_.

AYES:

NOES:

\_\_\_\_\_  
Kevin Brunner, City Manager

ABSENT:

\_\_\_\_\_  
Michele R. Smith, City Clerk

ADOPTED:

**ORDINANCE NO. 1810A - FINAL  
ORDINANCE AMENDING SUBSECTION 5.28.035  
OF THE TRANSIENT MERCHANTS & PEDDLERS ORDINANCE**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do hereby ordain as follows:

**Section 1.** Whitewater Municipal Code Chapter 5.28, Section 5.28.035 (b) is hereby amended to read as follows:

5.28.035(b) Food sales may not begin until nine a.m. and shall conclude by three a.m.

**Section 2.** This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Councilmember \_\_\_\_\_, who moved its adoption. Seconded by Councilmember \_\_\_\_\_.

- AYES:
- NOES:
- ABSENT:
- APPROVED:

\_\_\_\_\_  
Kevin M. Brunner, City Manager

\_\_\_\_\_  
Michele R. Smith, City Clerk

Kevin M. Brunner, City Manager  
312 W. Whitewater Street  
Whitewater, WI 53190  
kbrunner@ci.whitewater.wi.us



# Memo

**To:** Common Council Members  
**From:** Kevin Brunner, City Manager  
**Date:** 12/02/2010  
**Re:** Council Member Singer Request for Building Permit Volume Discount

---

As previously announced at Council meetings, Council Member Singer has requested Council consideration of providing discounted building permit fees based upon volume of building permits taken out during a given year by developers or individual property owners. The objective of such a program would be to provide financial incentive for more building activity in the City, particularly in light of our recent economic downturn. Previously, at its November 4<sup>th</sup> meeting, the City Council took action to place a moratorium on building permit fees for Tax Increment District #4 for 2011.

While I would certainly encourage the Council to consider the merits of this proposal at its meeting next Tuesday, I would like further direction on how this building permit discounting might be structured. Bruce Parker and I have been discussing the possibility of changing the methodology of how building permit fees are calculated (currently they are based upon the permittees' estimate of total construction costs (which many times is quite inaccurate compared to actual construction costs incurred). Most of the communities around us, for example, base their building permit fees on square footage rather than estimated construction cost.

Based upon the direction that we receive from Council next week, we can then prepare a structured proposal that includes a new methodology for calculating permit fees as well as how volume discounts might be applied.

We have not found any other municipality in the State that has developed a volume discount for building permit fees so we are breaking new ground here. If any of you have any questions or would like to discuss prior to next week's meeting, please contact me.

cc-Bruce Parker

We have interviewed the candidates for the various municipal boards and commissions and respectfully recommend the following citizens for appointment by the Common Council:

**Birge Fountain Committee**-Jim Allen and Alan Lockett

**Board of Zoning Appeals**-Christine Ponder and Rachel Mattke (Alternate)

**Cable TV**-Christine Ponder, Mariann Scott and Roni Telfer

**Handicapped Discrimination Commission**-Bonnie Miller

**Community Development Authority**-Jim Allen

**Ethics Commission**-Brandon VerVelde

**Landmarks Commission**-Linda Loomer and Brandon VerVelde

**Library Board**-Donna Nosek and Rosemary Leaver

**Park and Recreation Board**-Rick Daniels and Brandon Knedler

**Plan and Architectural Review Commission**-Dan Comfort (Alternate)

**Police and Fire Commission**-Dennis Knopp

cc-Michele Smith, City Clerk

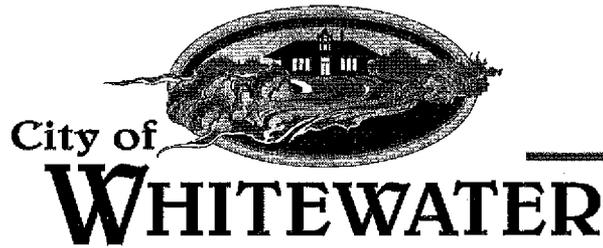
### City-Sponsored Social Media

*Scope-* The City of Whitewater will employ the use of social media tools to more effectively market the community to outside individuals and organizations, to ensure the broad distribution of accurate and timely information regarding relevant city-related issues, and to promote dialogue between community members and the City of Whitewater. Social media shall include any and all tools used for external electronic communications including blogs, forums, microblogs, social networks, RSS feeds, and video blogs sponsored, produced, created, or maintained by the City of Whitewater for the purpose of representing the City of Whitewater. Social media shall not include email.

### *Policy-*

1. Under the direction of the City Manager, designated staff within the City will have access to social media tools for the purpose of sending official communications, notices, and updates to the general public. All communications must be consistent with the mission of the City of Whitewater, and be distributed in accordance with existing guidelines and practices for the dissemination of public information (i.e. press releases, web postings, email lists, and newsletters). Communications will be monitored for quality assurance purposes by the City Manager or designee.
2. The City of Whitewater will maintain only one page/channel/account with each selected social media service. Accounts maintained by the City will represent the entire City of Whitewater and will include the City logo as well as links to department pages (or blogs) on the City website, and other social media services used by the City. The City Manager, in consultation with department heads may elect to allow department-specific pages to be developed. Such pages will be required to comply with all rules and guidelines as outlined in this policy.
3. The City Manager, in consultation with the Chief Information Officer and Public Information Officer, will be responsible for selecting the social media services with which to City will register an account. Department Heads may request the use of additional services. The City Manager, in consultation with the Chief Information Officer and Public Information Officer, will be responsible for responding to such requests. If approved, designated staff will create a city-wide account with the service.
4. To prevent the need for additional back-ups of social media communications, all source materials (documents, official communications, images, data files, etc.) are to be stored on the City website and not on any third-party social media system (this may exclude select video content). Communications distributed through social media will serve as "ticklers" informing users of the latest news, changes, or updates, and provide a link referring users to the full content and other source materials on the website.
5. All releases and communications sent via a social media account will first be posted in the appropriate location on the City website. To better suit the use of social media tools and to facilitate resident communication, the website will be updated to include, RSS feeds (departmental and issue-specific), blog pages, and community calendars. In addition to department pages, communications will be posted to these pages and routed to the various designated social media services.
6. Official social media pages for the City of Whitewater will not accept user comments, but all public users visiting official pages will be directed to appropriate pages of the website where comments will be allowed.

7. City blog pages will also allow for the posting of citizen comments in response to City communications. Such comments will be accepted or rejected based on the following standard:
  - a. Citizen comments will be welcome on the site.
  - b. Citizens wishing to post a comment will need to register in a manner similar to the registration/verification process used by most news media sites. Registration will not require personal identification to ensure the anonymity of the user.
  - c. The City will not allow to be posted the following comments:
    - i. Personal attacks. Posts may express a user's opinion regarding a posted issue or a specific comment made about a posted issue, but posted comments cannot directly attack a specific person.
    - ii. Profanity and racial slurs.
    - iii. Specific support or opposition of an elected official(s). Users posting comments are welcome to support or oppose "The Council," but not individuals or specific groups of individuals on the Council.
    - iv. Campaigning. No user posts will be allowed to directly urge a Yes or No vote on ballot initiatives or directly endorse or oppose a Councilmember or candidate.
    - v. Comments unrelated to the initial blog post. Posted comments must relate to the subject of the post.
  - d. The City will hold a standard practice of allowing comments on a particular subject to remain visible on the website for a minimum of seven (7) days. However, the City reserves the right to close any posting at any time.
8. Access to social media tools will be monitored by the Public Information Officer and the Chief Information Officer under the direction of the City Manager or designee. Only those individuals assigned with posting communications will be allowed to access social media tools. Said employees are to access city accounts only. Use of social media for personal purposes by any employee in any department on city time or on the city's network is not allowed.
9. The City will comply with all applicable federal, state, and local laws and ordinances regarding public records and public communications.
10. Employees may not attribute personal statements, opinions, or beliefs to the City of Whitewater when engaging in private use of social media.
11. Any person identified as an employee of the City of Whitewater on a publicly accessible social media site is expected to maintain a positive online image and conduct that is consistent with the Mission and Values of the City of Whitewater as well as the City's goals and objectives. Employees may be subject to disciplinary action, for internet postings that are inconsistent with the interest of the City, display conduct unbecoming of a City employee, or demonstrate disloyalty to the goals and objectives of the City.



**MEMORANDUM**

**TO:** City Manager & Common Council  
**FROM:** Bruce Parker, Neighborhood Services Director/Zoning Administrator  
**SUBJECT:** REQUEST FOR MUNICIPAL BUILDING HOT WATER HEATER PURCHASE  
**DATE:** 12-01-2010

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The City of Whitewater received an Energy Efficiency Community Block Grant (EECBG) award earlier this year and as a result, has been engaged in a number of energy efficiency projects in multiple City facilities including the White Memorial Building, the Municipal Building, and the Irvin L. Young Memorial Library. Included in the list of projects was the installation of three new energy efficient gas fire boilers in the Municipal Building.

To install the new boilers, significant changes needed to be made in the layout and of the existing ventilation system. The new system required running pipes up the existing chimney to the outside. However, the chimney was part of the ventilation system for the building's two 75 gallon hot water heaters and could not accommodate both systems. Rather than pay for the costly construction of a new ventilation system for the existing hot water heaters, staff is requesting replacement of the two existing (installed in 1967) with a new 95% efficient 100 gallon hot water heater. The new hot water heater will utilize existing pipes for the ventilation system and not require use of the chimney.

The estimated cost to purchase and install the new hot water heater would be \$12,895. However, the hot water heater qualifies for a rebate from Focus on Energy, which could reduce the price by approximately \$1,050. The City will also be receiving a refund check from a vendor on the boiler installation project totaling \$1,345. These refunds would reduce the overall cost to approximately \$10,500. This does not include the expected energy cost savings of between \$200 and \$800 per year.

To compensate for the additional cost of the hot water heater, the City would reduce the number of lighting projects planned as part of the EECBG. The memo from the Assistant to the City Manager included with my materials provides further detail on the cost impact of the hot water heater purchase.

Staff requests approval of the purchase.



# MEMORANDUM

**TO:** City Manager & Common Council  
**FROM:** Cameron Clapper  
**SUBJECT:** EECBG Project Funding Analysis –Hot Water Heater Purchase  
**DATE:** 04/03/09

At the request of the City Manager, I am providing the following report on the cost impact of the hot water heater purchase to be considered at the next meeting of the Common Council on December 7, 2010. Based on the increased project costs, I would recommend the elimination of the bollard lighting upgrade project from the list of EECBG projects for 2010-2011.

Earlier this year the City of Whitewater received an Energy Efficiency Community Block Grant (EECBG) totaling \$175,600 to fund energy efficiency improvements to existing facilities. The City was required to use \$114,500 for HVAC related improvements, and \$61,100 for lighting improvements. As part of the EECBG, the City must also provide a match of \$57,256.

The following table shows real and estimated costs based on price proposals and invoices received as of 11-30-2010. The totals include the \$12,895 needed for the hot water heater.

<u>Projects</u>	<u>Costs*</u>	<u>EECBG</u>	<u>City</u>
HVAC Upgrades	\$178,492	\$114,500	\$63,992
Lighting Upgrades	\$81,181	\$61,100	\$20,081
<b>TOTAL</b>	<b>\$259,673</b>	<b>\$175,600</b>	<b>\$84,073</b>

HVAC related project costs will exceed the required match amount by \$6,736. Bids for the lighting projects also came in \$20,081 more than expected. Due to the higher than expected bids on lighting and the need for a new hot water heater, the cost to the City will exceed the match requirement by \$26,817, unless lighting projects are reduced.

EECBG planned lighting upgrade projects include upgrading the bollard and shepherd's crook pole lights in Cravath Lakefront Park and the Shoebox streetlights on E. Universal Boulevard in the business park.

Based on the above analysis, I would recommend that the Council approve the purchase of the hot water heater and that staff reduce the number of lighting upgrades to compensate for the additional cost.



C-3

HEATING & AIR CONDITIONING SPECIALISTS  
 P.O. BOX 367, BURLINGTON WI 53105  
 (262)763-2573 OR (800)924-2573 (Outside Burlington)  
 (262)763-3015 (FAX)

**PROPOSAL**

PROPOSAL SUBMITTED TO: CITY OF WHITEWATER	PHONE NUMBER: 262.473.0500	DATE: NOVEMBER 4, 2010
STREET: P.O. BOX 178	JOB NAME: WATER HEATER REPLACEMENT	
CITY, STATE AND ZIP CODE: WHITEWATER, WI 53190	JOB LOCATION: SAFETY BUILDING	

**WE PROPOSE**, HEREBY TO FURNISH LABOR AND MATERIALS- COMPLETE IN ACCORDANCE WITH SPECIFICATIONS BELOW,  
 FOR THE SUM OF: \_\_\_\_\_ DOLLARS

PAYMENT TO BE MADE AS FOLLOWS:

ALL MATERIALS ARE GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS BELOW INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE.

AUTHORIZED SIGNATURE \_\_\_\_\_  
 EARL VORPAGEL

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

**WE PROPOSE TO FURNISH AND INSTALL THE FOLLOWING REPLACEMENT A.O. SMITH CYCLONE SERIES WATER HEATER:**

- I. A.O. SMITH CYCLONE WATER HEATER
- ONE MODEL BTH250 CYCLONE WATER HEATER WITH 100 GALLON STORAGE CAPACITY, FIRST HOUR DELIVERY OF 346 GALLONS AND 276 GALLONS PER HOUR RECOVERY @ 100° RISE. 95% THERMAL EFFICIENCY
  - CONNECTION TO NATURAL GAS SUPPLY CONNECTIONS
  - REVISE POTABLE COLD WATER SUPPLY AND HOT WATER OUTPUT CONNECTIONS. REPIPE CONNECTIONS TO INCLUDE CIRCULATED HOT WATER CIRCUIT
  - SCHEDULE 40 PVC FLUE VENT PIPING TO EXTERIOR OF BUILDING ABOVE ROOF LINE NEAR COMBUSTION AIR INTAKE. VENT PIPE TO BE INSULATED AND PAINTED A NEUTRAL COLOR
  - CONDENSATE DRAIN CONNECTIONS
  - CLOSE EXISTING ATMOSPHERIC WATER HEATER VENT CONNECTIONS
  - LABOR TO REMOVE TWO EXISTING BOCK 500G SERIES WATER HEATERS, REVISE HOT AND COLD WATER POTABLE WATER CONNECTIONS, CONNECT A.O. SMITH CYCLONE WATER HEATER, INSTALL PVC FLUE VENT PIPING, INSULATION, PAINTING AND CONDENSATE DRAIN SYSTEM. CHECK, TEST AND PLACE WATER HEATER INTO SERVICE
  - WARRANTY
    - o ONE YEAR WARRANTY ON INSTALLATION MATERIALS AND WORKMANSHIP
    - o A.O. SMITH SIX YEAR TANK AND PARTS WARRANTY

**TOTAL INSTALLED: \$12,895.00**

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
 /Content © Vorpagel Service, Inc. 2010

Signature \_\_\_\_\_

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JMB & Associates, LLC.  
N50 W13906 Overview Dr  
Menomonee Falls, WI 53051  
T. (262) 432-0630  
F. (262) 432-0635

*Jim Bidg*

# Invoice

Inv Date 10/6/2010	Invoice No 15693
Fed ID# 39-1712257	

**Billed To**

City of Whitewater  
312 W. Whitewater Street  
Whitewater WI 53190  
Tel No:

**Ship To**

Vorpapel Service, Inc.  
124 South Dodge Street  
Tag: City of Whitewater Safety Building  
Burlington WI 53105

*RECEIVED (1) 1.5HP & (1) 1HP  
208V VA 208V VA UFO'S AT JMB*

Terms Net 30 Days	Ship Date 10/5/2010	Ship Via Best Way	JMB Job No 4100976-S01
PO No 15540	JMB Job Tag City of Whitewater Safety Building		

Qty	Item	Description	Unit \$	Ext \$	Tax
1	ABB <i>Returned</i>	(2) 1 HP 208V ABB ACH550-UH-04A6-2 Base VFD (1) 1.5 HP 208V ABB ACH550-UH-06A6-2 Base VFD (1) 2 HP 208V ABB ACH550-UH-07A5-2 Base VFD	\$2,690.00	\$2,690.00	
<b>RECEIVED</b> OCT 8 2010					

**Special Terms:**

Minimum Billing \$35.00 net. Terms 1%10 net 30 days. Taxes Freight and other misc. charges are not subject to any discounts. 1.5% per month (18% annum) service charges on unpaid balances after 60 days. We accept Mastercard & VISA.

*Thank you for your business !*

*1345  
Refund*

**Additional Comments:**

For JMB Office Use: DT \_\_\_\_\_ CN \_\_\_\_\_

Subtotal	\$2,690.00
County	Exempt
Tax Rate	0.00%
Tax \$	\$0.00
<b>Total Due:</b>	<b>\$2,690.00</b>

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124 South Dodge Street • Burlington, Wisconsin 53105 • 262-763-2573 • Fax 262-763-3015  
 www.vorpagel.com

November 15, 2010

City of Whitewater  
 P.O. Box 178  
 Whitewater, WI 53190

Attn: Bruce Parker

Dear Bruce:

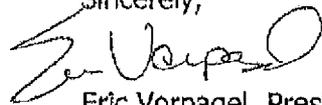
Following is the information you requested for the current projects:

**Credits:**

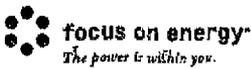
(1) Honeywell RM7895C1012 Programmer:	\$675.60
(1) White Rodgers 1050-1 Indoor/Outdoor Controller:	<u>\$378.08</u>
<b>Total:</b>	<b>\$1,053.68</b>

The Energy Savings for replacement of the existing water heaters at the Safety Building would be \$200-\$800 annually, depending upon usage.

If you have any other questions, please contact our office. Thank you for past opportunities to be of service.

Sincerely,  
  
 Eric Vorpapel, President  
 Vorpapel Service, Inc.

EV:sb



# CUSTOM INCENTIVE PROJECT INFORMATION FORM SCHOOLS & GOVERNMENT FACILITIES

OFFICE USE ONLY  
PROJECT ID:

C-3

## SECTION 1: INCENTIVE INFORMATION

Custom incentives are available for projects that do not fit the description of our standard application forms. These projects are calculated on a case-by-case basis for non-standard technologies and projects. For custom incentives, customers must work with a Focus on Energy advisor to obtain approval prior to making a purchase decision to determine if their project would qualify for a Focus on Energy incentive. Incentives are available to help implement projects that otherwise would not be completed, or to complete projects sooner than scheduled. If applying for standard incentives, visit our Web site at [focusonenergy.com/incentives/business](http://focusonenergy.com/incentives/business) and follow directions on the appropriate form. For more information visit our Web site at [focusonenergy.com/customincentives](http://focusonenergy.com/customincentives).

## SECTION 2: APPLICATION REQUIREMENTS

The purpose of this form is to assign pending projects to a Focus on Energy advisor and determine if the project is eligible for a custom incentive. Funding provided through custom incentives is contingent on the following requirements and procedures:

- You MUST receive pre-approval from Focus on Energy prior to beginning any custom projects, including ordering equipment.
- Payment information, including Federal Tax ID is required. Focus on Energy cannot award financial incentives without this information.
- Custom incentives will not be provided for projects falling under a 1.5 year payback without special approval.
- Based on project type, technology and situation, projects may be limited to a ten-year payback.
- Custom incentives cannot exceed 30 percent of a project's cost without special approval.
- The maximum incentive for a custom project is \$250,000.
- The total maximum incentive an individual customer may receive is \$500,000 per calendar year.
- Grant approval will be contingent upon receiving the necessary documentation, such as energy savings calculations and an indication that funds are needed to get the project implemented.

## SECTION 3: REFERRAL INFORMATION (FOR MARKET PROVIDER USE)

Market providers who are referring a customer's project should provide as much information as possible on this form.

Company Name VORPAGEL SERVICE, INC.		Contact Name EARL VORPAGEL	
Phone 262.763.2573	FAX 262.763.3015	Email EARLV@VORPAGEL.COM	
Market Provider Representative Name EARL VORPAGEL		Market Provider Representative Email EARLV@VORPAGEL.COM <i>Lower case</i>	

## SECTION 4: CUSTOMER LEGAL INFORMATION

Company Legal Name CITY OF WHITEWATER			
Company Contact Name BRUCE PARKER		Tax Identification Number—complete only one (must be 9 digits) FEIN #: _____ OR SS #: _____	
Street Address 312 WEST WHITEWATER STREET		City WHITEWATER	State WI
Phone 262.473.0540		FAX 262.473.0549	Email BPARKER@WHITEWATER-WI.GOV
Business Classification of Customer (Check ONE. Required for all businesses, including non-profits) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Other: CITY			Owner Name (Corporations Excluded)

## SECTION 5: PAYMENT INFORMATION (all information is required to receive payment)

Make Incentive Check Payable To (Check ONE):  Corporate Name  Business Owner's Legal Name (only if sole proprietor)  Market Provider  
(In order to pay market providers, invoice must have "Focus on Energy" Incentive clearly indicated and deducted from customer's amount due and market provider must provide their Federal Tax ID)

Mail Check to the Attention of: MR. BRUCE PARKER	Alternate Mailing Address
Street Address: 312 WEST WHITEWATER STREET	City, State, Zip WHITEWATER, WI 53190

## SECTION 6: JOB SITE INFORMATION (where project will occur)

Job Site Name CITY OF WHITEWATER		Project Contact Name BRUCE PARKER	
Job Site Street Address (physical location) 312 WEST WHITEWATER STREET		City WHITEWATER	State WI
Project Contact Telephone 262.473.0540	Project Contact Fax	Project Contact Email	Preferred means of communication: <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> Email
Electric Provider WE ENERGIES		Natural Gas Provider WE ENERGIES	

Building Type (check ONE):

- Educational Facility  Government Facility  Place of Worship w/School (specify grades: \_\_\_\_\_)  Other: \_\_\_\_\_

46

**SECTION 7: PROJECT PARAMETERS**

Project Description:  Heating  Cooling  Domestic Hot Water  Lighting  Data Center  Refrigeration  Food Service  Building Shell  HVAC Controls  Lighting Controls  Other: \_\_\_\_\_

How Is Energy Saved **THE CHANGE FROM (2) 500,000 BTU/HR INPUT ATMOSPHERIC WATER HEATERS AT 55-60% TO ONE CONDENSING WATER HEATER AT 250,000 BTU/HR @ 95% THERMAL EFFICIENCY**

Key Contact for Technical Information:  Customer  Market Provider

Existing System - Name <b>(2) BOCK WATER HEATERS</b>	Contact Method (check ONE): <input checked="" type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Email
Proposed System - Name <b>(1) A.O. SMITH CYCLONE CONDENSING WATER HEATER</b>	Contact Method (check ONE): <input checked="" type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Email
Number of Employees <b>100+</b>	Building Square Footage <b>59,000 sq. ft.</b>

Hours of Operation (i.e. 8 a.m. - 9 p.m.)

M 24/7 to	T 24/7 to	W 24/7 to	Th 24/7 to	F 24/7 to	Sat 24/7 to	Sun 24/7 to
-----------------	-----------------	-----------------	------------------	-----------------	-------------------	-------------------

Custom Data Collection Information Completed and Attached

Information on Existing Equipment, System Operation and Building Operation Attached (if available)

Specification Sheets and/or Project Proposals Attached (if available)

**SECTION 8: BACKGROUND QUESTIONS**

- Check which best describes where you are right now with your project:
  - Considering project
  - Assessing feasibility
  - Getting vendor bids and/or savings estimates
  - Received management approval
  - Started installation
- Check your reasons for pursuing this project (Check all that apply):
  - Enhance employee/student comfort
  - Reduce maintenance costs
  - Replace worn out equipment
  - Reduce energy costs
  - Comply with regulatory equipment
  - Achieve building goal or mandate
- What help do you need from Focus on Energy? (Check all that apply):
  - Exploring options
  - Assurance of the technical feasibility of the technology
  - Verifying vendor savings estimates
  - Showing the value to management
  - Incentive to help reduce initial cost and/or trim payback
  - Other - describe: \_\_\_\_\_

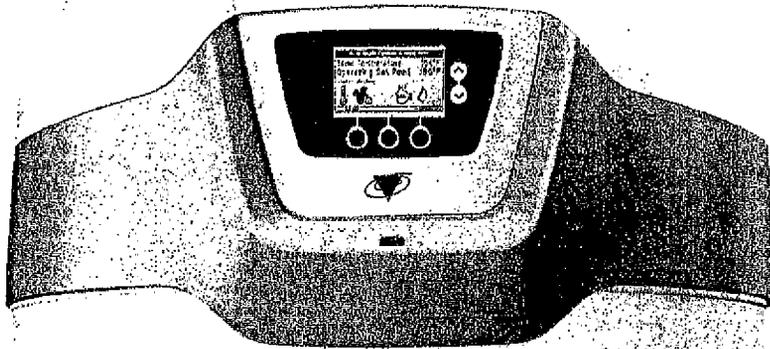
**SECTION 9: CUSTOMER SIGNATURE (Read and Sign)**

I, the undersigned, certify that the application information provided on this page and the attached pages are accurate and true to the best of our knowledge and that we have read and understood the requirements of this application. I understand that submission of this form does not guarantee we will receive funding or a specific level of funding. I acknowledge that participation in this program shall impose no liability on Focus on Energy. Focus on Energy may conduct a pre- and/or post-service inspection to verify savings.

Customer Signature	Customer Name (Print)	Date
INTERNAL USE ONLY	Approving Program Manager	Date

Focus on Energy works with eligible Wisconsin residents and businesses to install cost effective energy efficiency and renewable energy projects. Focus information, resources and financial incentives help to implement projects that otherwise would not get completed, or to complete projects sooner than scheduled. Its efforts help Wisconsin residents and businesses manage rising energy costs, promote in-state economic development, protect our environment and control the state's growing demand for electricity and natural gas.

**Return completed form by mail:**  
Focus on Energy, 2923 Marketplace Dr. #108, Madison, WI 53719  
By fax: 888.947.8594, Question? Call 888.947.4703



**A.O. Smith**  
CYCLONE Xi



**CYCLONE Xi™**

**Commercial Gas  
Water Heaters**

**A.O. Smith**

48

The image features a central photograph of an A.O. Smith Cyclone Xi water heater. The heater is white with a black top section containing a control panel. The brand name 'A.O. Smith' and 'CYCLONE Xi' are printed on the front. To the left of the heater, there are several handwritten equations:
 
$$E_{fr} = \frac{\sum_{i=1}^n M_i C_{pi} (185^\circ F - 58^\circ F)}{Q_{dm}}$$

$$\text{or } E_{fr} = \frac{\sum_{i=1}^n M_i C_{pi} (52.2^\circ C - 14^\circ C)}{Q_{dm}}$$

$$F_{hr} = \sum_{i=1}^n V_i^*$$

$$V_i^* = \frac{M_i^*}{\rho}$$

$$Q_d = Q_{\text{loss}} = \frac{V_{\text{hr}} \rho C_p (\bar{T}_{\text{hw}} - \bar{T}_{\text{cw}})}{\eta_r}$$
 Below these equations is a small diagram of a tank with arrows indicating heat loss from the top and sides. To the right of the heater, there is a diagram of a cylindrical tank with a grid pattern and a vertical arrow. Below this diagram are more equations:
 
$$4.56 = \frac{443 \text{ gal} \times [77^\circ F - (T_{\text{min}} - 58^\circ F)]}{6}$$

$$F_{\text{max}} = \frac{M_{\text{loss}} (\bar{T}_{\text{hd}} - \bar{T}_{\text{in}})}{10(p)(77^\circ F)}$$

$$F_{\text{max}} = \frac{M_{\text{loss}} (\bar{T}_{\text{hd}} - \bar{T}_{\text{in}})}{10(p)(42.8^\circ C)}$$

$$Q_{\text{loss}} = \frac{V_{\text{hr}} \rho C_p (\bar{T}_{\text{hw}} - \bar{T}_{\text{cw}})}{\eta_r}$$

$$E_{\text{loss}} = 1$$
 The heater itself has two black feet at the bottom. The background of the entire image is a dark, textured pattern.

## Think Tank

For years, A. O. Smith has set the industry standard for performance and quality in heavy-duty commercial applications. The latest enhancement to the groundbreaking Cyclone family, Cyclone Xi™ has taken water heater functionality, performance and design to a whole new level. Now

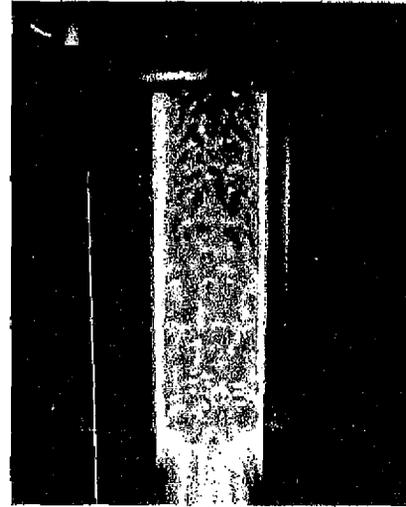
with a broader line to choose from, high thermal efficiency, superior tank protection and the new X-treme intelligent control system, the Cyclone Xi is not only the benchmark in the high efficiency commercial water heating category—it's simply the smartest water heater ever made.

**A.O. Smith**  
CYCLONE Xi

## The Innovation That Started It All

### REVOLUTIONARY HEAT EXCHANGER AND BURNER SYSTEMS

The helical internal heat exchanger in all Cyclone models swirls the hot gases, like a cyclone, against the heat exchanger walls. This cyclonic action produces an extra-high rate of heat transfer, resulting in extra-high thermal efficiency. All Cyclone Xi models employ an ingenious top-mounted down-fire pre-mix burner, resulting in even higher efficiencies.



Cyclone Xi models use the latest in burner technology.

- A. The pre-mixed burner design delivers maximum efficiency.
- B. When the mixture is ignited by the hot surface igniter, a swirling flame shoots downward into the submerged central combustion chamber.
- C. The resulting hot flue gases are then forced at high velocity through a helical heat exchanger coil.
- D. The spiral shape of the coil keeps the hot gases swirling against the heat exchanger walls, resulting in extra-high thermal efficiency.

*This exclusive design delivers 95% thermal efficiency on the BTH-120 through BTH-250 and with the BTH-500. The BTH-300 and BTH-400 boost efficiency up to 98%.*

## Cyclone HE®

The light-commercial Cyclone HE® is designed to produce more hot water than any comparable commercial gas water heater available today. The power-vent Cyclone HE combines a 50-gallon storage tank with the power of 76,000 BTU input and 90% thermal efficiency. Designed for drive-through or fast food restaurants, offices and other light-duty applications, the Cyclone HE provides the technology and performance that lives up to the A. O. Smith standard.

With as much power as larger water heaters in a standard 50-gallon footprint, the Cyclone HE is the natural choice for upgrading during a renovation.



*Cyclone HE provides superior savings on energy costs.*

# COMMERCIAL WATER HEATERS

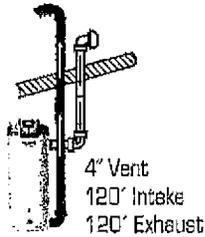
## The Breadth Of Innovation

### UNRIVALED VENTING VERSATILITY

The Cyclone Xi features power-vent and power direct-vent design, allowing clean uncontaminated air to be drawn directly

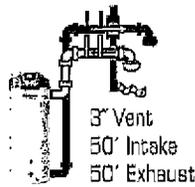
into the unit with the flue gas products vented conventionally through the ceiling or directly through the wall to the outside.

Indoor Conventional Vertical



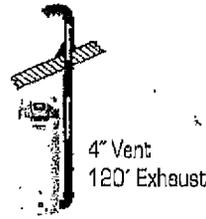
3" Vent  
50' Intake  
50' Exhaust

Sealed Direct Vent Sidewall



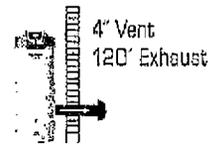
4" Vent  
120" Intake  
120" Exhaust

Sealed Direct Vent Vertical



3" Vent  
50' Exhaust

Indoor Conventional Sidewall



3" Vent  
50' Exhaust

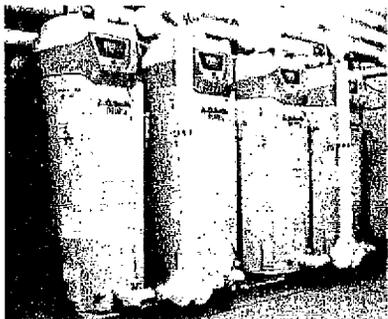
*\*Chart applies to BTH-120 through BTH-250 models only  
\*4" PVC required on BTH-300/500 for up to 70 equivalent feet of venting*

### EASIER TO INSTALL

Because installation space today is almost always at a premium, we've designed the Cyclone to install in an absolute minimum of space. The exhaust outlet and fresh air intakes are positioned so the water heater can be placed either in a corner or against a wall.

### ADVANCED GLASS LINING TECHNOLOGY

Exclusive PermaGlas® Ultra Coat™ glass lining protects all Cyclone water heaters. PermaGlas Ultra Coat provides superior protection for all inner tank surfaces, as well as for the inside of the heat exchanger, which would otherwise be vulnerable to corrosion from flue gas condensate. The innovative helical coil minimizes weld points to extend tank life.

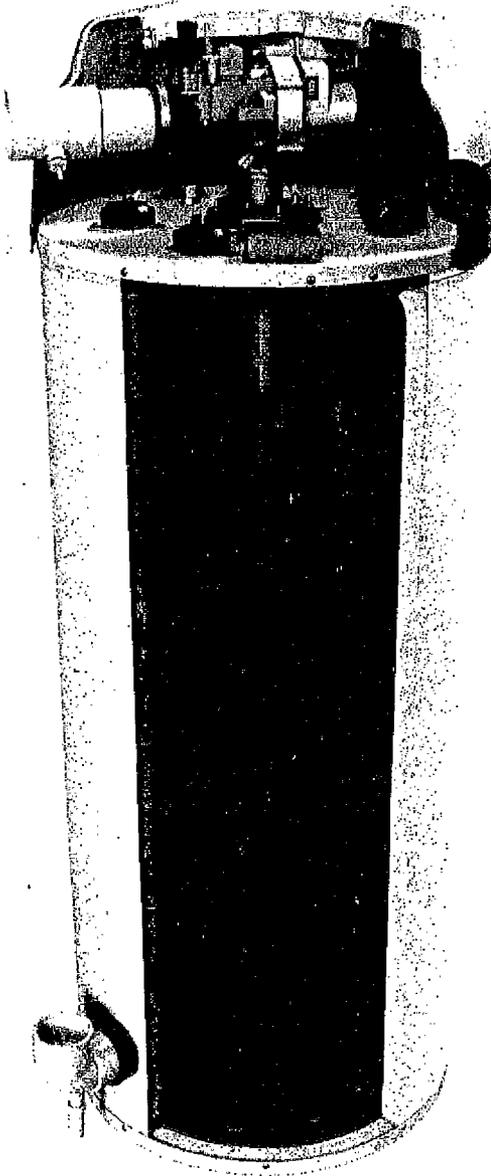


### STRENGTH IN NUMBERS

Cyclone Xi water heaters can be installed in manifolded multiples to serve the highest demand applications in place of boiler systems. For example, four BTH-500s can be manifolded to provide total storage of 520 gallons with an input of 2,000,000 BTUs.

# AT A GLANCE

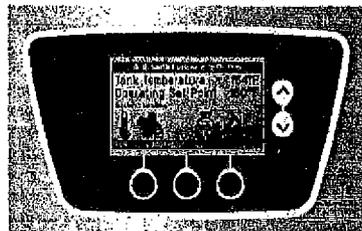
- Intelligent Control System with LCD display
- 130-gallon models with 300,000, 400,000, and **NOW 500,000** BTU input, up to 96% thermal efficiency
- Five 95% efficient models from 60-gallon/120,000 through 100-gallon/240,000 and 130-gallon/500,000 BTU
- Venting flexibility for versatility and easy serviceability
- Industry-first powered anodes for superior tank protection
- Exclusive PermaGlas® Ultra Coat glass lining



## Total Control

### Cyclone Xi LCD

The intelligent control system, with easy to navigate menu, provides precise temperature control and unit operating information.

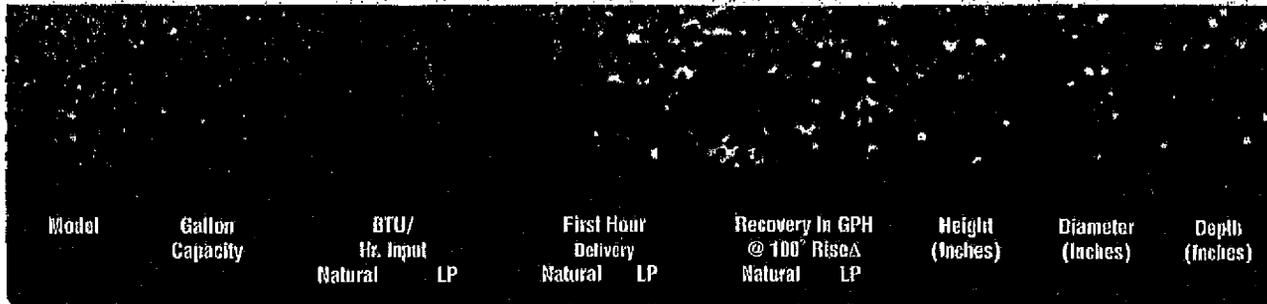


- Detailed heater status information: blower, igniter, igniter current, gas valve, flame detection, air inlet restrictions, exhaust vent restrictions, acceptable gas supply pressure
- Precise temperature setting with actual tank temperature at upper and lower probes
- Alerts the user to any potential corrosion-related leak
- Maintains constant log of the number of cycles and burner operating time
- Communicates fault details and gives diagnostic information
- Maintains a log of any fault occurrence and the time a fault occurred

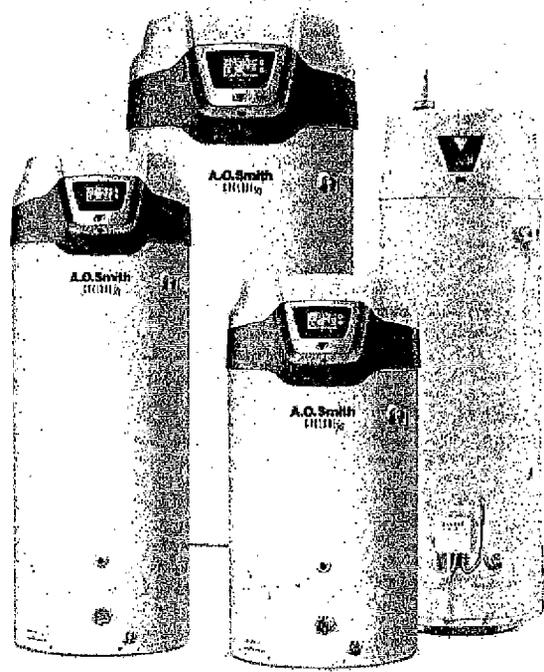
## Powered Anodes

The A. O. Smith powered anode system provides the most modern and innovative technology available to provide long-lasting tank protection.

- Does not require maintenance or inspection
- Provides superior tank protection to traditional aluminum or magnesium anodes
- Power level adjusts to changes in water conditions for optimum protection



Model	Gallon Capacity	BTU/ Hr. Input		First Hour Delivery		Recovery In GPH @ 100' Rise $\Delta$		Height (Inches)	Diameter (Inches)	Depth (Inches)
		Natural	LP	Natural	LP	Natural	LP			
BTX-80	50	76,000	NA	118	NA	83	NA	70 3/4	22	27
BTH-120	60	120,000	120,000	180	180	138	138	55 1/2	27 3/4	30
BTH-150	100	150,000	150,000	243	243	173	173	75 1/2	27 3/4	30
BTH-199	100	199,000	199,000	300	300	230	230	75 1/2	27 3/4	30
→ BTH-250	100	240,000	240,000	346	346	276	276	75 1/2	27 3/4	30
BTH-300	130	300,000	300,000	440	440	349	349	75 1/2	33 1/8	39 1/8
BTH-400	130	399,900	399,900	557	557	465	465	75 1/2	33 1/8	39 1/8
BTH-500	130	499,900	499,900	667	667	576	576	75 1/2	33 1/8	39 1/8



## Commercial Gas Water Heaters Innovative Solutions For All.

The expanded Cyclone line gives you a high-efficiency commercial water heater choice for almost any commercial application.

For complete specifications on Cyclone HE and Cyclone Xi, consult Specification Sheets at [www.hotwater.com](http://www.hotwater.com)

# A.O. Smith

500 Tennessee Waltz Parkway • Ashland City, TN 37015  
[www.hotwater.com](http://www.hotwater.com)

# Bock

## STORAGE TYPE GAS WATER HEATER

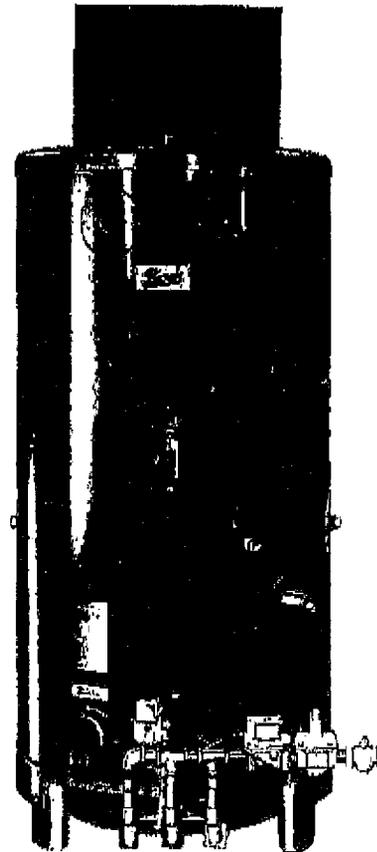
*Not made*

PAGE  
SECTION

MODEL  
500G

### SPECIFICATIONS

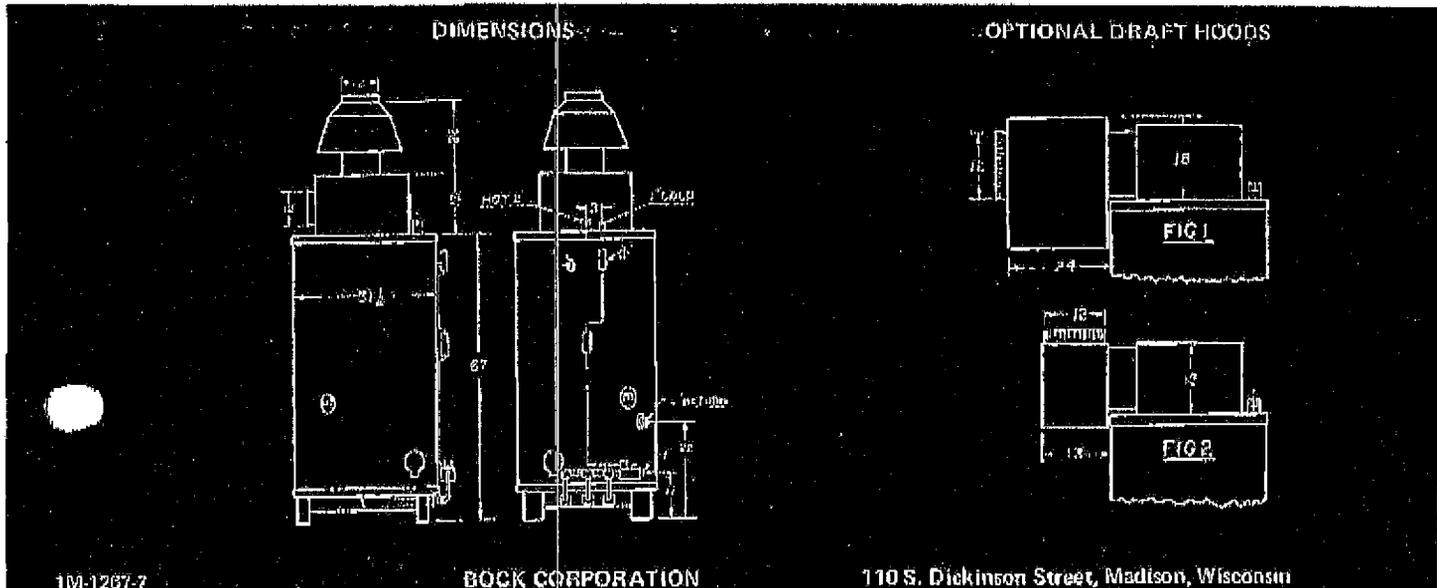
- Glass Lined Storage Tank
- Self Generating Controls
- Two MH Thermostats, Operating and Limit
- Five Magnesium Anodes
- Three Handhole Cleanouts
- Four \*Turboflues of 8" Diameter
- 2" Pipe Tappings Top and Side
- 1" Inlet with Dip Tube
- One 3/4" and 1" Front Tapping
- 300 Lb. Test Tank, 127 Lbs. Working Press
- Shipping Weight 970 Lbs.
- A.G.A. Certified as Storage or Booster Heater
- Propane 450,000 BTU Input

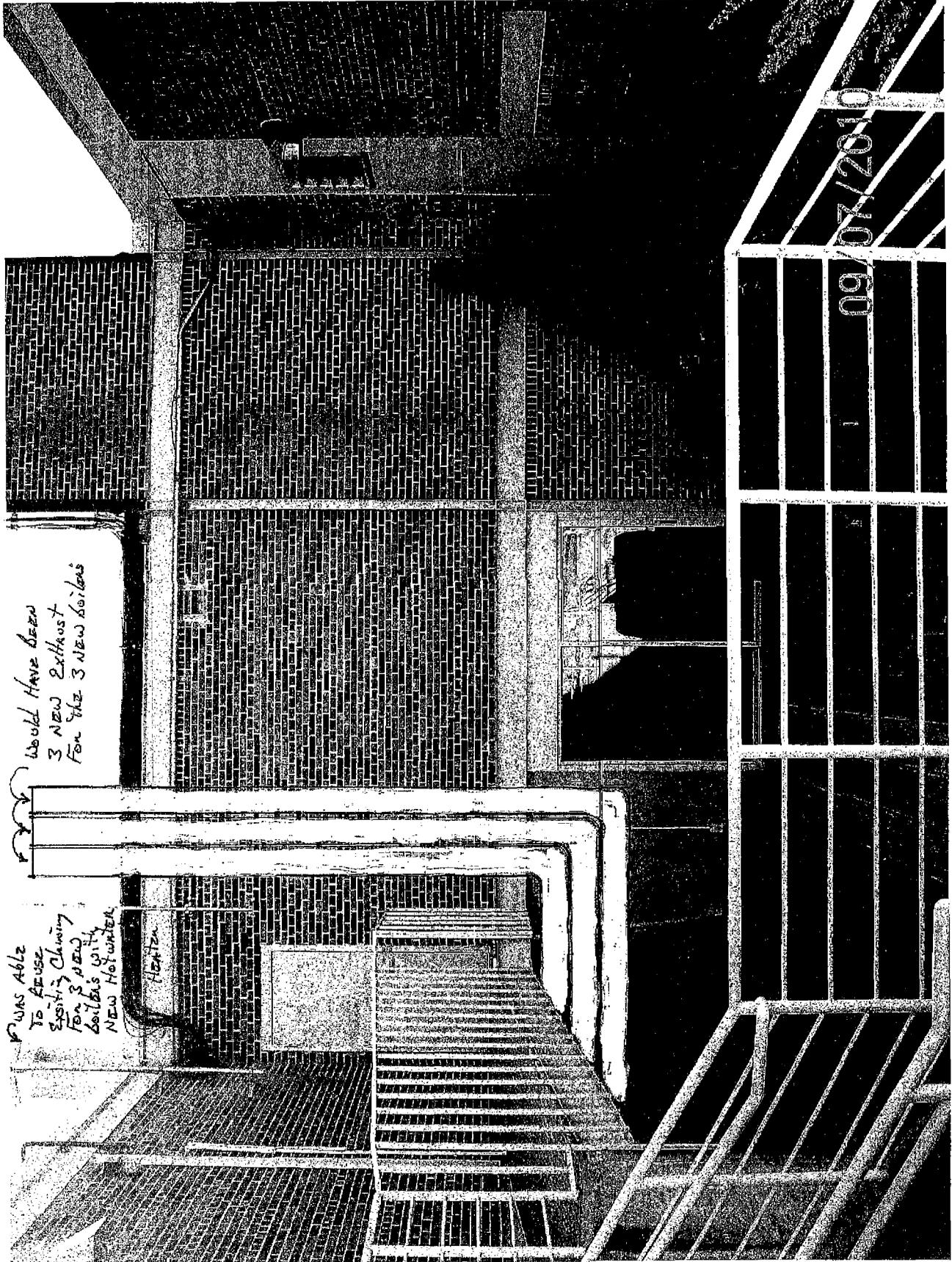


INPUT 500,000 BTU  
 STORAGE 75 GALLONS  
 RECOVERY 420 G.P.H.



\*Turboflue





Would Have Been  
3 New Exhaust  
For the 3 New Boilers

Was Able  
To Reuse  
Existing Chasing  
For 3 new  
boilers with  
New Hotwater

Hotwater

09/07/2010



**MEMORANDUM**

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**TO:** City Manager & Common Council  
**FROM:** Cameron Clapper  
**SUBJECT:** Award of contract for LED Lighting Replacement  
**DATE:** 12-01-2010

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Earlier this year, the City of Whitewater was awarded \$61,100 to be used for lighting upgrades as part of our EECBG. In November, the City solicited bids for projects in Cravath Lakefront Park and in the business park. Bids were solicited from five firms. Of those five, four were local firms. Two local firms submitted bid proposals. A public bid opening was held on November 15, 2010 at 12:30pm. The results of the bid opening as well as copies of the proposals are included in your packet.

Staff is seeking approval to enter in an agreement with Sta-Lite Corp. for the lighting upgrades specified in the RFP.

Staff recommends approval.

**EECBG Lighting Project  
Bid Tabulation**

Bids Received: 11/15/2010

<b>Firm Information:</b>	<b>Sta-Lite Corporation</b>	<b>Delta Electric</b>
	235 Dann Street	1360 E. Bluff Road
	Whitewater, WI 53190	Whitewater, WI 53190
	(262) 473-3944	(262) 473-1019
	(262) 473-3541 Fax	(262) 473-8883
	50 Yrs of Experience	25 Yrs of Experience
	40 Yrs in Business	15 Yrs in Business

<b>Cravath Lakefront Park Pole Retrofits</b>	<b>Sta-Lite Corporation</b>	<b>Delta Electric</b>
Direct Purchase Costs	\$ 31,470.00	\$ 30,555.00
Labor & Materials	\$ 686.00	\$ 4,180.00
<b>Total Cost</b>	<b>\$ 32,156.00</b>	<b>\$ 34,735.00</b>

<b>Cravath Lakefront Park Bollard Retrofits</b>	<b>Sta-Lite Corporation</b>	<b>Delta Electric</b>
Direct Purchase Costs	\$ 14,836.00	\$ 14,335.00
Labor & Materials	\$ 833.00	\$ 2,652.00
<b>Total Cost</b>	<b>\$ 15,669.00</b>	<b>\$ 16,987.00</b>

<b>Business Park Street Lighting</b>	<b>Sta-Lite Corporation</b>	<b>Delta Electric</b>
Direct Purchase Costs	\$ 32,600.00	\$ 31,377.00
Labor & Materials	\$ 756.00	\$ 4,650.00
<b>Total Cost</b>	<b>\$ 33,356.00</b>	<b>\$ 36,027.00</b>

<b>Overall Project Costs</b>	<b>\$ 81,181.00</b>	<b>\$ 87,749.00</b>
------------------------------	---------------------	---------------------

Received by:

  
 \_\_\_\_\_  
 Cameron Clapper, Deputy Clerk

1. Bids for the project are due Monday, November 15, 2010, at 12:30 PM and must include the following information:

a. Firm Information

- (1) Name of Corporation, Partnership, or Sole Owner
- (2) Business Address, Phone and Fax
- (3) Years of Experience
- (4) Years in Business

b. Bid for Cravath Lakefront Park Pole Luminaire Retrofits

- (1) Direct Purchase Costs
- (2) Labor & Material Costs
- (3) Total Cost to the City

c. Bid for Cravath lakefront Park Bollard Luminaire Replacements

- (1) Direct Purchase Costs
- (2) Labor & Material Costs
- (3) Total Cost to the City

d. Bid for Business Park Street Luminaire Replacements

- (1) Direct Purchase Costs
- (2) Labor & Material Costs
- (3) Total Cost to the City

e. Experience with Davis-Bacon Act

2. By signing this document in the space provided, the below mentioned firm agrees to execute a contract that incorporates the above terms and specifications and their bid amount, and to provide all labor and materials required for the construction of the project designated above, for the prices set forth in its sealed bid, in strict accordance with the above terms and specifications including those set forth in Appendices 1-4.

a. Firm Name: ROZELLE ENT. INC - O/B/A-DELTA ELECTRIC

b. By: BRENDA ROZELLE

c. Signature: [Handwritten Signature]

d. Title: PRESIDENT

e. Date: 11/15/10

3. **Submittal Address.** Responses to this request shall be received at the Office of the City Clerk, Office of the City Clerk, 312 W. Whitewater Street, Whitewater, WI 53190.



4. **Due Date and Time.** Proposals must be received by 12:30 PM on Monday, November 15, 2010. Late bids will not be accepted.

**BID FORM**  
**BIDS SUBMITTAL REQUIREMENTS FOR LIGHTING REPLACEMENT & UPGRADES**

Bids for the project are due Monday, November 15, 2010, at 12:30 PM and must include the following information:

**Firm Information**

Name of Corporation, Partnership, or Sole Owner DOZEWEE ENT. INC. - ELECTRIC D/B/A - DELTA  
 Business Address, Phone and Fax 1360 E. BLUFF RD. W.W. - 473-1019 / 473-8883  
 Years of Experience 25  
 Years in Business 15

**Bid for Cravath Lakefront Park Pole Lighting Retrofits**

Direct Purchase Costs 30,555.00  
 Labor & Material Costs 4,180.00  
 Total Cost to the City 34,735.00

**Bid for Cravath lakefront Park Bollard Lighting Replacements**

Direct Purchase Costs 14,335.00  
 Labor & Material Costs 2,652.00  
 Total Cost to the City 16,987.00

**Bid for Business Park Street Lighting Replacements**

Direct Purchase Costs 31,377.00  
 Labor & Material Costs 4,650.00  
 Total Cost to the City 36,027.00

**Experience with Davis-Bacon Act**

Total ARRA Projects Awarded -0-  
 Total ARRA Projects Completed -0-

1. Bids for the project are due Monday, November 15, 2010, at 12:30 PM and must include the following information:
  - a. Firm Information
    - (1) Name of Corporation, Partnership, or Sole Owner
    - (2) Business Address, Phone and Fax
    - (3) Years of Experience
    - (4) Years in Business
  - b. Bid for Cravath Lakefront Park Pole Luminaire Retrofits
    - (1) Direct Purchase Costs
    - (2) Labor & Material Costs
    - (3) Total Cost to the City
  - c. Bid for Cravath lakefront Park Bollard Luminaire Replacements
    - (1) Direct Purchase Costs
    - (2) Labor & Material Costs
    - (3) Total Cost to the City
  - d. Bid for Business Park Street Luminaire Replacements
    - (1) Direct Purchase Costs
    - (2) Labor & Material Costs
    - (3) Total Cost to the City
  - e. Experience with Davis-Bacon Act
2. By signing this document in the space provided, the below mentioned firm agrees to execute a contract that incorporates the above terms and specifications and their bid amount, and to provide all labor and materials required for the construction of the project designated above, for the prices set forth in its sealed bid, in strict accordance with the above terms and specifications including those set forth in Appendices 1-4.

a. Firm Name: STA-LITE Corp.

b. By: DICK JONES

c. Signature: *Dick Jones*

d. Title: Pres.

e. Date: 11/15/2010

3. **Submittal Address.** Responses to this request shall be received at the Office of the City Clerk, Office of the City Clerk, 312 W. Whitewater Street, Whitewater, WI 53190.



**BID FORM**  
**BIDS SUBMITTAL REQUIREMENTS FOR LIGHTING REPLACEMENT & UPGRADES**

Bids for the project are due Monday, November 15, 2010, at 12:30 PM and must include the following information:

**Firm Information**

Name of Corporation, Partnership, or Sole Owner STA-LITE Corp.  
Business Address, Phone and Fax 235 Dann St. Whitewater 473-3944 473-3541 Fax  
Years of Experience 50  
Years in Business 40

**Bid for Cravath Lakefront Park Pole Lighting Retrofits**

Direct Purchase Costs \$ 31,470.00  
Labor & Material Costs \$ 686.00  
Total Cost to the City \$ 32,156.00

**Bid for Cravath Lakefront Park Bollard Lighting Replacements**

Direct Purchase Costs \$ 14,836.00  
Labor & Material Costs \$ 833.00  
Total Cost to the City \$ 15,669.00

**Bid for Business Park Street Lighting Replacements**

Direct Purchase Costs \$ 32,600.00  
Labor & Material Costs \$ 756.00  
Total Cost to the City \$ 33,356.00

**Experience with Davis-Bacon Act**

Total ARRA Projects Awarded 1  
Total ARRA Projects Completed 1



312 W. Whitewater Street  
Whitewater, WI 53190  
P.O. Box 178  
Telephone: (262) 473-0540  
Fax: (262) 473-0549  
Email: [bparker@whitewater-wi.gov](mailto:bparker@whitewater-wi.gov)  
Website: [www.whitewater-wi.gov](http://www.whitewater-wi.gov)

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**CITY OF WHITEWATER  
STREET & PARK LIGHTING REPLACEMENT AND UPGRADE  
PROJECT  
REQUEST FOR PROPOSALS**

**PROPOSALS DUE BY 12:30 PM ON NOVEMBER 15, 2010**

## INVITATION TO BID

Notice is hereby given that City of Whitewater, Wisconsin is seeking sealed bids for the replacement and upgrade of outdoor High Pressure Sodium, H.I.D. light fixtures with new solid state LED light fixtures. Project completion prior to 12/31/2010 is required.

Sealed quotes will be received at the Office of the City Clerk, Whitewater City Hall, 312 W. Whitewater St., Whitewater, Wisconsin 53190-0178, until 12:30 PM on Monday, November 15, 2010.

This Contract is funded in whole or in part using funds from the American Recovery and Reinvestment Act (ARRA). Section 1605 of the ARRA prohibits the use of these funds unless all iron, steel, and manufactured goods are produced in the United States. All iron and steel manufacturing processes must take place in the United States, except for metallurgical processes involving refinement of steel additives. There is no requirement for the origin of components and subcomponents of manufactured goods. Products listed at 48 CFR 25.104(a) have been determined to be unavailable in the United States and if required for the project may be purchased from foreign sources. No unauthorized use of foreign iron, steel, and/or manufactured goods will be allowed on this project.

Section 1606 of the ARRA requires compliance with the Davis-Bacon and Related Acts and adherence to the current U.S. Department of Labor Wage Decision. The Contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts. The Contract provisions and related matters set forth in 29 CFR Part 5- Section 5.5 are hereby made a part of this Contract. Attention is called to the fact that not less than the minimum salaries and wages set forth in the Contract Documents must be paid on this project. The Wage Decision, including modification, must be posted by the Contractor on the job site.

Bidder must also comply with the state of Wisconsin municipal prevailing wage law (Wisconsin statute 66.0903) and pay no less than the greater of the wages required by the Davis-Bacon Act and the Wisconsin Prevailing Wage Law (See Appendix 5 of this document).

For further information, contact the Assistant to the City Manager, Cameron Clapper, (262) 473-0139, [cclapper@whitewater-wi.gov](mailto:cclapper@whitewater-wi.gov) or the Neighborhood Services Director, Bruce Parker at (262) 473-0143, [bparker@ci.whitewater.wi.us](mailto:bparker@ci.whitewater.wi.us).

Bid documents will be made available on our website, [www.ci.whitewater.wi.us](http://www.ci.whitewater.wi.us). Select the Your Government tab, and then select Project Bidding.

The City has the right to accept or reject any and all bids.

<b>RFQ Release:</b> Friday, November 5, 2010 at 12:30 PM	<b>Bids Due:</b> Monday, November 15, 2010 at 12:30 PM	<b>Bid Opening:</b> Monday, November 15, 2010 at 1:00 PM
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## A PROJECT SUMMARY/SCOPE OF WORK

1. A portion of the existing outdoor High Pressure Sodium, H.I.D. light fixtures being used to illuminate the following specific areas of the City of Whitewater, Wisconsin are to be retrofitted or replaced by energy efficient (measured in delivered lumens per watt) solid state LED light fixtures or LED retrofit kits engineered and designed in a manner to allow the maximum amount of light onto the areas being lit for the energy being consumed. In addition, the light from the fixtures and/or retrofit kits shall be distributed in a uniform manner for maximum vehicular and pedestrian safety. This project will cover three (3) different style and function products in two (2) different areas of the City (see appendix 1 for a map of the city) and care must be taken by the contractors bidding this project that all of the areas and products are being considered. Products that do not meet the details of all of the following will not be deemed to be equal, and shall not be approved.
  - a. Project Area #1 - Pole Luminaries and Bollards at the Cravath Lakefront Park  
Twenty-four (24) of the existing 150W HPS "Sheppard's Crook/Acorn" styled Sternberg pole mounted luminaries and all thirty-four (34) of the Sternberg 70W HPS Bollards that are located in or directly adjacent to the Cravath Park Lakefront area (See map in Appendix 2 for exact location) are to be replaced. For the Acorn styled fixtures, the 150W HPS light source is to be replaced by a 66W high brightness Sternberg LED retrofit kit or equivalent which includes a new acorn, new 18" RLM shade, LED driver and LED array in an IESNA type 5 distribution which is to be field installed onto the existing old style fitters. All of the 70W HPS Bollards are to have their light sources replaced by a Sternberg 12W high brightness LED retrofit kit or equivalent which includes a lit LED module in an up-light version, 3 sided LED array in a "Lambertian" type distribution.

### (1) General Description of Replacement LED Retrofit Kits

Each retrofit kit will use high output, high brightness LEDs. The LEDs shall be mounted on arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface. The LEDs shall be attached to the printed circuit board with not less than 90% pure silver to insure optimal electrical and thermal conductivity. The LEDs and printed circuit boards shall be protected from moisture and corrosion by a conformal coating of 1 to 3 mills. The LEDs and printed circuit board construction shall be environmentally friendly and 100% recyclable. They shall not contain lead, mercury or any other hazardous substances and shall be RoHS compliant. The LED life rating shall be determined in accordance with IESNA LM-80-08. The manufacturer warrants the LED boards against failure (defined as more than three (3) simultaneous operating LEDs) for a period of five (5) years. The driver is also warranted for 5 years.

### (2) Electrical

The electronic driver of each retrofit kit shall be UL Listed. Each driver shall have overload as well as short circuit protection with DC voltage output, constant current design, 50/60HZ. For the 66W retrofit kit the driver shall have a

maximum efficiency of 90% and for the 12W kit the driver shall have a maximum efficiency of 85%. All of the drivers shall be rated at full load with THD<20% and a power factor of greater than .9. Each driver shall contain over-heat protection which reduces output to less than half rating in case the temperature reaches 85 degrees C.

**(3) Coating/Finish**

The new shade of the acorn-styled retrofit kit will be chemically cleaned and etched in a 5 stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse-osmosis water rinsing and non-chrome sealing to ensure corrosion resistance and excellent adhesion for the finish coat. The finish coat shall be electrostatically applied semi-gloss, super durable polyester powder coat, baked on at 400 degrees F to provide a durable, color-retentive finish.

**(4) Labels/Certification**

The components for each retrofit kit must be U.L. listed for wet locations as well as RoHS compliant.

**(5) Country of Manufacture**

Product components are substantially manufactured within the United States including but not limited to the LEDs, metal shades, optical components and assemblies, packaging and all printed material. LED array components are assembled together to a finished product within the U.S.A.

**(6) LED/Fixture Optical Performance**

The 1910LED/RLM luminaire, after it has been retrofitted, shall meet the requirements for less than 5% uplift. The LEDs and LED drivers for all of the retrofit kits shall operate over a -40C (-40F) to +50C (+122F) ambient air temperature range. The high performance white LEDs will have a life expectancy of approximately 70,000 hours with not less than 70% of original brightness (IESNA L70, lumen maintenance), rated at 25C. The high brightness LEDs shall operate emitting light at a 4,500K color temperature with a minimum 75 CRI. The 1910LED/RLM luminaire shall have minimum 3,650 delivered initial lumen rating when operated at steady state with an average ambient temperature of 25C (77F).

b. Project Area #2 - HPS Street Lighting Luminaries in City Business Park

The existing twenty-seven (27) outdoor 400 watt High Pressure Sodium H.I.D. light fixtures being used to illuminate Executive Drive, Universal Boulevard and Industrial Drive in the Business Park of the City of Whitewater, Wisconsin (See map in Appendix 3 for exact location) are to be replaced by energy efficient solid state LED light fixtures designed and manufactured in a manner to allow the maximum amount of light onto the areas being lit for the energy being consumed. In addition the light from the fixtures shall be distributed in a uniform manner for maximum

vehicular and pedestrian safety. Products that do not meet the details of all of the following will not be deemed to be equal.

**(1) General Description of Replacement LED Luminaries**

The luminaries will be of a slim, low profile design which will minimize wind load requirements. Fixtures will be constructed of rugged die-cast and extruded aluminum construction with integral, weather-tight LED driver components and high performance aluminum heatsinks to independent electrical chamber. The heavy-wall die-cast housing and door design isolates driver components for cooler operation. The unique design and construction of the fixture will allow for passive cooling and natural cleaning of the extruded heat-sink ensuring reliable operation of the fixture at 40C ambient temperatures. Fixtures are to have stainless steel fasteners and hinging to allow access to electrical components for installation and maintenance. The fixture will be UL Listed, IP66 Rated and RoHS compliant. The LED life rating shall be determined in accordance with IESNA LM-79 and LM-80-08. There will be a 5 year limited warranty on each fixture.

**(2) Electrical**

The LED drivers shall mount to die-cast aluminum back castings for optimal heat-sinking and operation efficiency. Fixture drivers available in 120-277V 50/60HZ, operation. The electronic drivers have >.9 power factor and <20% harmonic distortion. Fixtures will feature proprietary Cooper Lighting circuit module designed to withstand 10kV of transient line surge. Fixture will enjoy 50,000+ hours of >70% lumen maintenance (L70). Fixture will be suitable for operation in -30C to 40C ambient temperature environments.

**(3) Coating/Finish**

Cast components and arm shall be finished in a 5 super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear.

**(4) Labels/Certification**

Each product must be UL listed for wet locations as well as RoHS compliant.

**(5) Country of Manufacture**

Product components are substantially manufactured within the United States including but not limited to the LEDs, metal housing components and frame, optical covers, packaging and all printed material. Product components are assembled together to a finished product within the U.S.A and are ARRA Compliant. Fixtures that are not ARRA compliant are not and cannot be equal.

**(6) LED/Fixture Optical Performance**

Fixtures will be provided in two standard IESNA optical performance patterns; 23 in Type 2 configuration and 4 in Type 3 configuration. Optics are precisely

designed to shape the distribution maximizing the number of lumens being applied to the roadway for the number of watts being burned. Fixture LED optics will be in the 4,000K (+/- 275K) CCT with a CRI >70. Fixtures for the first 10,000 hours will emit at least 13,000 lumens and burn no more than 221 watts.

#### **B WASTE MANAGEMENT PLAN**

1. Upon award of the contract, the Contractor will provide the City with a waste management plan addressing the disposal of waste generated by its proposed actions. The plan will describe the Contractor's intended means of disposing of any sanitary or hazardous waste, e.g. old light bulbs, old fixtures, and all other waste produced as a result of the work related to this project.

#### **C LABOR AND MATERIALS**

1. The Davis-Bacon Act as amended requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to the various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of work no less than the locally prevailing wages and fringe benefits paid on projects of similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wage rates. See Appendix 4 and Appendix 5 for further details.
2. Also, Contractors and subcontractors employed upon work shall be required to conform to labor laws of the State of Wisconsin, Section 66.0903 and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable thereto. Foreman, mechanics and employees of Contractors whose work is unsatisfactory to Owner or are considered to be careless, incompetent, unskilled or otherwise objectionable shall be dismissed from work upon notice (Contractor must pay the greater wage between the Davis-Bacon Act and the Wisconsin Prevailing Wage Law).
3. The bidder agrees that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, familial status, or national origin under any employment or business opportunity associated with, or resulting from this project. The contractor further agrees to comply with all respects of Federal and State laws regarding equal employment opportunity, including:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
  - b. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended.
  - c. The Age Discrimination Act of 1975, Section 504 of the Vocational Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1991.
  - d. Executive Order 11246.

4. All matters related to this request for a proposal shall be conducted in a manner to provide to the maximum extent practical open and free competition. Organizational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade are prohibited.

#### **D TAXES**

1. The City shall be responsible for any and all Wisconsin sales taxes imposed on any direct purchases of materials or supplies made by the City as the parties recognize that the City is a nonprofit entity exempt from payment of sales taxes pursuant to Wisconsin Statutes, Section 77.54(a). The City agrees to indemnify and hold the Contractors harmless from any Wisconsin sales taxes imposed or assessed against the Contractors for said direct purchases made by the City, provided however, that the Contractors cooperate fully with the City and provide the City with any and all assistance and information the City deems reasonably necessary to properly protect itself against payment of the said sales taxes. Said cooperation includes without limitation full access to all books, records and similar papers of the Contractor. Further, Contractor hereby provides the City or its duly designated agents with full power of attorney to represent the Contractor to contest or defend the imposition or assessment of any sales tax by the Wisconsin Department of Revenue on any purchases by the City. In the event the Contractor subcontracts a portion of its Contract, the Contractor shall require as part of its Contract with the subcontractor provisions which require the subcontractors to cooperate fully with the City in contesting a sales tax assessment on said direct purchases; otherwise the City shall have no responsibility or liability whatsoever for payment of any of the said sales taxes assessed or imposed.
2. Contractor shall pay unemployment and social security taxes and all other taxes imposed by local, city, state or federal government and certify to City that this has been done before final payment is made to Contractor.

#### **E QUALITY ASSURANCE DEFINITIONS**

1. Manufacturers: Firms regularly engaged in the manufacture of exterior lighting fixtures of the types and rating for the project, whose products have been in satisfactory use in similar service for not less than 3 years.
2. Installer: A firm with at least 3 years of successful installation experience on projects with exterior lighting fixture work similar to that in this project.
3. NFPA Compliance: Comply with National Electrical Code as applicable to installation and construction of exterior lighting fixtures.
4. NEMA Compliance: Comply with applicable portions of National Electrical Manufacturers Association standards pertaining to outdoor lighting equipment.

5. ANSI Compliance: Comply with applicable American National Standards pertaining to lamp materials and lighting ballasts.
6. UL Labels: Provide exterior lighting fixtures which have been listed and labeled by Underwriters Laboratories.

**F PRODUCT DELIVERY, STORAGE AND HANDLING**

1. Deliver exterior lighting fixtures individually wrapped in factory-fabricated fiberboard-type containers.
2. Handle exterior lighting fixtures carefully to prevent breakage, denting, and scoring the fixture finish. Do not install damaged lighting fixtures; replace and return damaged units to equipment manufacturer.
3. Store exterior lighting fixtures in a clean, dry space. Store in original cartons and protect from dirt, physical damage, weather, and construction traffic.

**G CLEANING**

1. Contractor and all subcontractors shall remove their own cartons, construction debris, scraps, leftover materials, tools, equipment, etc. from all areas of the structure wherever they performed work.
2. At completion of the above and immediately prior to final inspection by the City, the Contractor shall perform a thorough cleaning of ALL fixtures and other debris of any kind related to the project. It is intended that the Contractor shall be totally responsible for the final cleaning.

**H FIELD QUALITY CONTROL**

1. Upon completion of the installation of exterior lighting fixtures, Contractor shall demonstrate that all fixtures are correctly installed and compliant with requirements as specified in section A of this document. When possible, the Contractor will correct malfunctioning units on site and retest for compliance.
2. All testing shall take place at night.

**I PAYMENTS AND COMPLETION**

1. Contractor should submit payment requests to the Owner, by the 1<sup>st</sup> of each month. City will approve for value, proportionate to the amount of contract, of labor and materials incorporated in work and stored on site in any calendar month. Payment to be made at the end of each month.
2. Payment requests schedule shall include a column stating percent of work completed.

3. Lien waiver must be submitted with each request for payment.
4. With the assistance of Focus on Energy, the City is incorporating qualifying energy-efficient materials and equipment. The Contractor and any all subcontractors shall cooperate with the City and Focus on Energy in providing and installing the specified energy-efficient equipment. The Contractor and all subcontractors shall provide invoices itemizing the Focus on Energy-approved equipment installed in the project. The invoice must indicate date of purchase, the size, type, make, model, serial number, project assembly identification tag, part number, and/or equipment manufacturer (OEM) specification sheets. All invoices must be delivered to Focus on Energy, with copies to the City, within 30 calendar days of project completion. Substantial completion and all remaining required forms and documentation must be completed and submitted prior to final payment.

**J RETAINAGE**

1. Amount to be retained will be as follows: 10% will be retained for the first 75% of work completed. No additional retainage from 75% completion to substantial completion.
2. Upon determination by the City of Whitewater project manager that satisfactory progress has been made, payments authorized at time of substantial completion shall be for total retainage in Contract except that an amount equal to twice the estimated cost to complete or correct items on a tentative list of uncompleted items shall be retained until final completion. Final payment will be made within 60 days after final acceptance of work.

**K PROTECTION**

1. Contractor must exercise caution when working in areas occupied by others workers or areas through which other persons must pass. Therefore, it will be necessary to clean up materials, debris, tools and equipment regularly. It will be the responsibility of the Contractor to barricade and/or post appropriate signs or use other means of properly warning workers and public of potentially dangerous operations being undertaken in any particular area as work progresses. Reasonable protection of workers and public against injury from construction operations is the responsibility of the Contractor.
  - a. The Contractor shall provide, erect and maintain planking, guard lights, barricades, warning signs and guards as necessary for protection of material and equipment storage, drives and walks, adjoining property, and private and public buildings. Use caution at all times to protect persons against injury resulting from job operations, movement of materials and standing equipment.
  - b. Contractor will comply with the safety regulations of all governing agencies. Contractor shall be responsible for fines levied against any other party as a result of acts or omissions by himself, his employees or his subcontractors.

- c. All work shall be executed in compliance with Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

**L INSURANCE**

1. During the term of the Contract, the Contractor and each subcontractor shall, at his own expense, purchase and maintain at least \$500,000 of liability insurance with the City listed as an additional insured and licenses to perform work outlined in this document.

**M GUARANTEE DOCUMENTS**

1. Upon "Substantial Completion" of the project, Contractor shall submit a written guarantee to the City.

**N CODES, PERMITS, TAXES**

1. All pole, bollard, and street luminaries shall be installed in accordance with all national, state and local codes and regulations.
2. The Contractor shall secure and pay for all permits, licenses and certificates of inspection applicable to this work.
3. The Contractor shall pay for all taxes applicable to this work except for equipment directly purchased by the City.
4. The Contractor is responsible for any fees required for State approval.

**L EXAMINATION OF CONTRACT DOCUMENTS**

1. Each Bidder shall examine specifications and all other data or instructions pertaining to the work. No claims of ignorance of conditions that exist or difficulties or conditions that may be encountered in the work to be performed will be accepted as an excuse for the failure or omission on the part of the contractor to fulfill all requirements of the contract documents. The Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to the opening of bids.

**M BID ACCEPTANCE**

1. All bids as stated below shall remain subject to acceptance for 60 days after the due date.
2. The city reserves the right to reject any and/or all bids, waive any discrepancies in bidding, or to accept the bid(s), which best serves the interests of the City of Whitewater, Wisconsin.

**N BID SUBMITTAL REQUIREMENTS FOR LIGHTING REPLACEMENT & UPGRADES**

1. Bids for the project are due Monday, November 15, 2010, at 12:30 PM and must include the following information:
  - a. Firm Information
    - (1) Name of Corporation, Partnership, or Sole Owner
    - (2) Business Address, Phone and Fax
    - (3) Years of Experience
    - (4) Years in Business
  - b. Bid for Cravath Lakefront Park Pole Luminaire Retrofits
    - (1) Direct Purchase Costs
    - (2) Labor & Material Costs
    - (3) Total Cost to the City
  - c. Bid for Cravath Lakefront Park Bollard Luminaire Replacements
    - (1) Direct Purchase Costs
    - (2) Labor & Material Costs
    - (3) Total Cost to the City
  - d. Bid for Business Park Street Luminaire Replacements
    - (1) Direct Purchase Costs
    - (2) Labor & Material Costs
    - (3) Total Cost to the City
  - e. Experience with Davis-Bacon Act
  
2. By signing this document in the space provided, the below mentioned firm agrees to execute a contract that incorporates the above terms and specifications and their bid amount, and to provide all labor and materials required for the construction of the project designated above, for the prices set forth in its sealed bid, in strict accordance with the above terms and specifications including those set forth in Appendices 1-4.
  - a. Firm Name: \_\_\_\_\_
  - b. By: \_\_\_\_\_
  - c. Signature: \_\_\_\_\_
  - d. Title: \_\_\_\_\_
  - e. Date: \_\_\_\_\_
  
3. **Submittal Address.** Responses to this request shall be received at the Office of the City Clerk, Office of the City Clerk, 312 W. Whitewater Street, Whitewater, WI 53190.



4. **Due Date and Time.** Proposals must be received by 12:30 PM on Monday, November 15, 2010. Late bids will not be accepted.

**BID FORM**  
**BIDS SUBMITTAL REQUIREMENTS FOR LIGHTING REPLACEMENT & UPGRADES**

Bids for the project are due Monday, November 15, 2010, at 12:30 PM and must include the following information:

**Firm Information**

Name of Corporation, Partnership, or Sole Owner \_\_\_\_\_

Business Address, Phone and Fax \_\_\_\_\_

Years of Experience \_\_\_\_\_

Years in Business \_\_\_\_\_

**Bid for Cravath Lakefront Park Pole Lighting Retrofits**

Direct Purchase Costs \_\_\_\_\_

Labor & Material Costs \_\_\_\_\_

Total Cost to the City \_\_\_\_\_

**Bid for Cravath lakefront Park Bollard Lighting Replacements**

Direct Purchase Costs \_\_\_\_\_

Labor & Material Costs \_\_\_\_\_

Total Cost to the City \_\_\_\_\_

**Bid for Business Park Street Lighting Replacements**

Direct Purchase Costs \_\_\_\_\_

Labor & Material Costs \_\_\_\_\_

Total Cost to the City \_\_\_\_\_

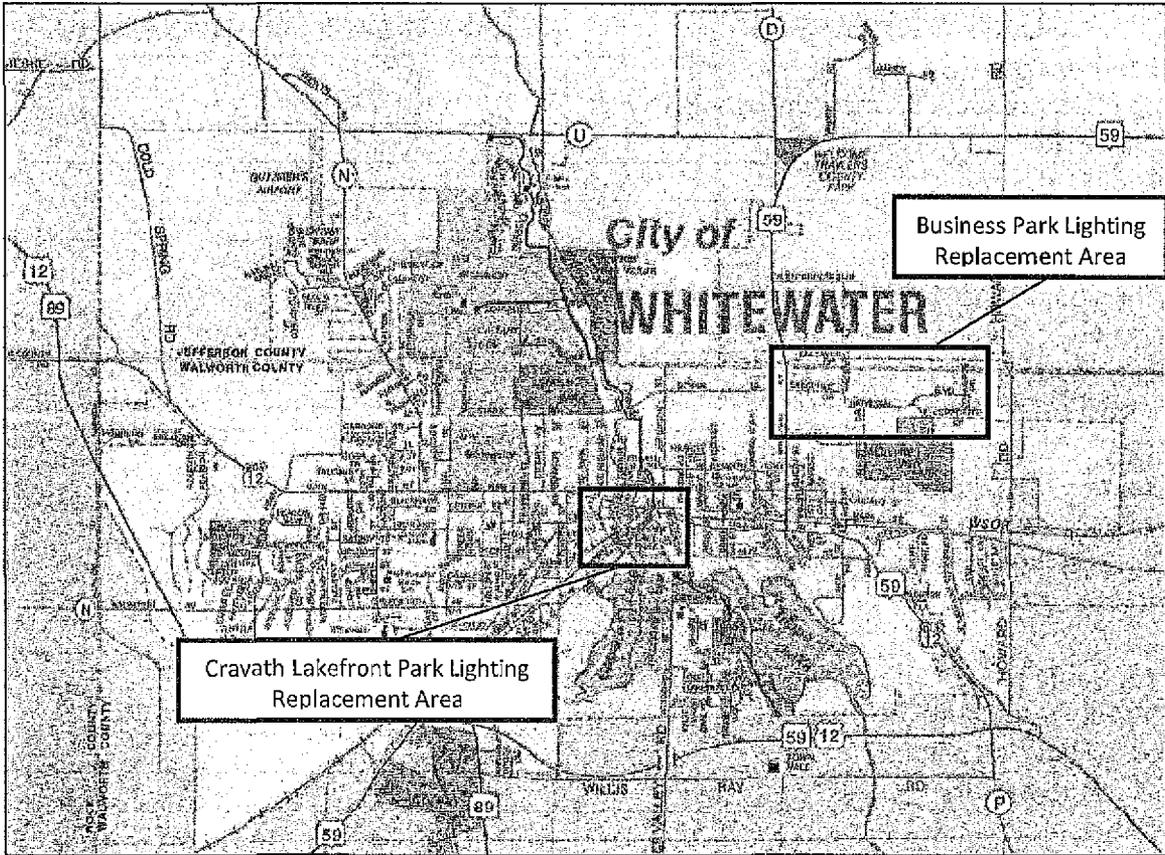
**Experience with Davis-Bacon Act**

Total ARRA Projects Awarded \_\_\_\_\_

Total ARRA Projects Completed \_\_\_\_\_

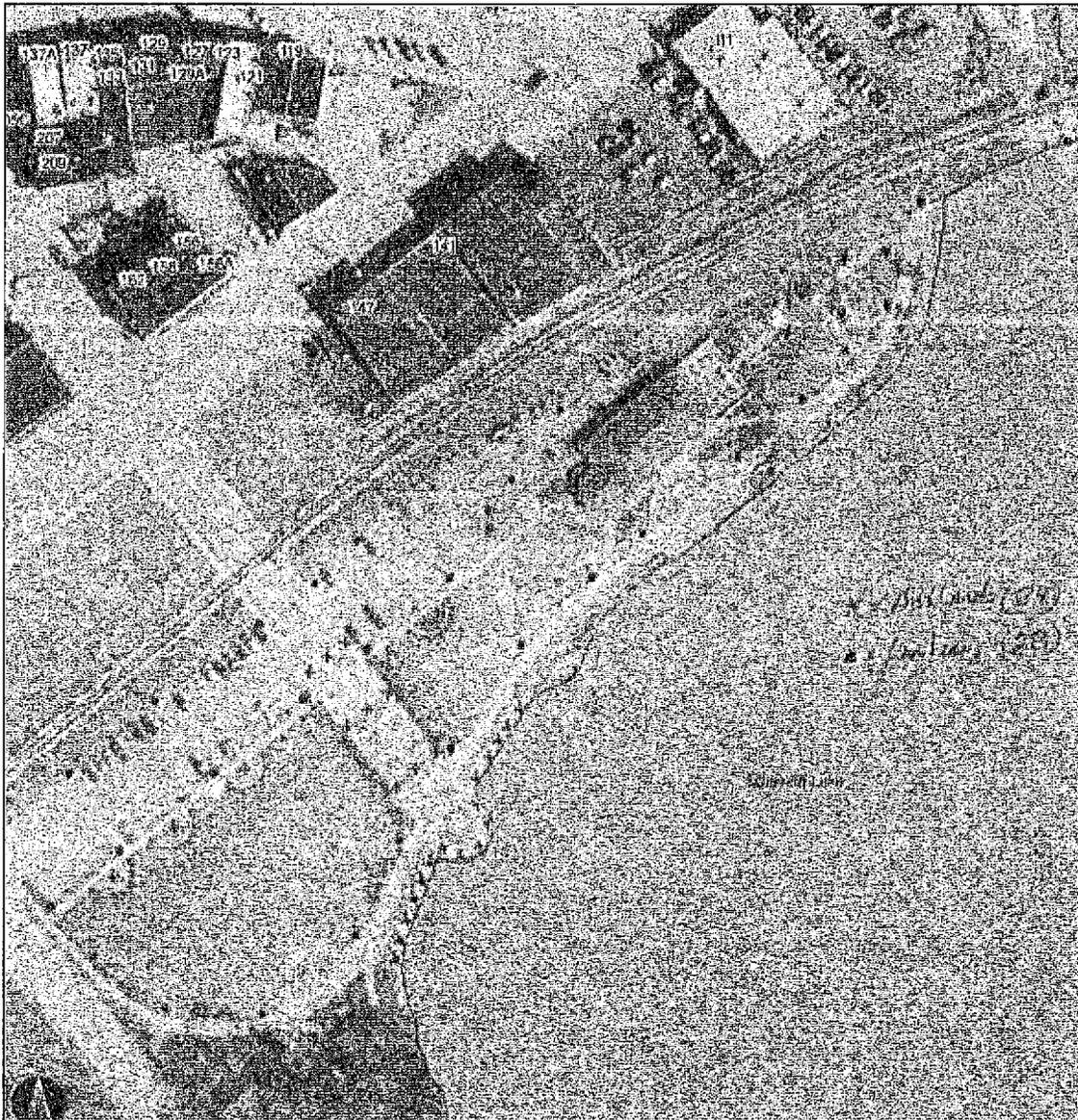
APPENDIX 1  
WHITEWATER CITY MAP

This map shows the city overall with the two project areas expanded to show further detail.



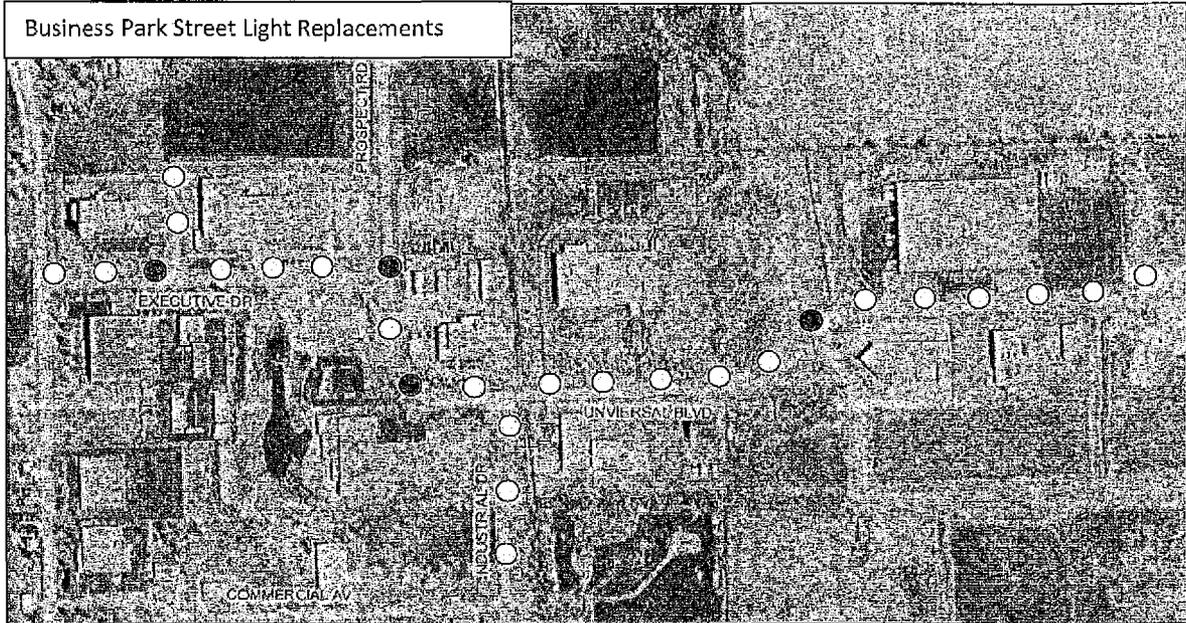
APPENDIX 2  
CRAVATH LAKEFRONT PARK ACORN & BOLLARD REPLACEMENTS

The map below shows the lakefront area points on the map marked with a red "x" represent the location of bollards and points on the map marked with a red circle represent the acorn style lights.



**APPENDIX 3  
BUSINESS PARK STREET LIGHT REPLACEMENTS**

Street lights are identified in yellow, all Type 3 configuration street lights are identified in red.



## APPENDIX 4

### A AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The project will be financed using federal assistance authorized by the American Recovery and Reinvestment Act of 2009 (ARRA). The following requirements are applicable to this contract.

1. Authority of the U.S. Comptroller General (ARRA Section 902)

The U.S. Comptroller General and his representatives are authorized:

- a. To examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- b. To interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

2. Buy American (ARRA Section 1605)

This Contract is funded in whole or in part using funds from the American Recovery and Reinvestment Act (ARRA). Section 1605 of the ARRA prohibits the use of these funds unless all iron, steel, and manufactured goods are produced in the United States. All iron and steel manufacturing processes must take place in the United States, except for metallurgical processes involving refinement of steel additives. There is no requirement for the origin of components and subcomponents of manufactured goods. Products listed at 48 CFR 25.104(a) have been determined to be unavailable in the United States and if required for the project may be purchased from foreign sources. No unauthorized use of foreign iron, steel, and/or manufactured goods will be allowed on this project.

3. Davis Bacon Wage Rates (ARRA Section 1606)

The ARRA requires compliance with the Davis-Bacon and Related Acts and adherence to the current U.S. Department of Labor Wage Decision. The Contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon and Related Acts. The Contract provisions and related matters set forth in 29 CFR Part 5- Section 5.5 are hereby made a part of this Contract. Attention is called to the fact that not less than the minimum salaries and wages set forth in the Contract Documents must be paid on this project.

- a. Posting Requirements. The Wage Decision, including modification, must be posted by the Contractor on the job site. The Contractor shall also maintain posted on site a copy of the Davis-Bacon and Related Acts poster (form WH-1321). The poster is available at the following website:  
[www.dol.gov/esa/WHD/regs/compliance/posters/davis.htm](http://www.dol.gov/esa/WHD/regs/compliance/posters/davis.htm)

- b. Wage Reporting. The Contracting Officer will review all certified payrolls or timesheets submitted to the Owner for compliance with the labor standards provisions. Copies of these payrolls will then be submitted to USDA Rural Development on a monthly basis along with the Application for Payment.
- c. The Davis-Bacon Wage Decision for this project is WI100010 11/05/2010 WI10. See Appendix 5 for the full document.

**B 29 CFR PART 5 – LABOR STANDARDS PROVISIONS FOR FEDERALLY ASSISTED PROJECTS**

Labor standards provisions applicable to contracts funded with federal assistance authorized by the American Recovery and Reinvestment Act of 2009 are:

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and

fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in the name of the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages

of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting local unit of government for transmission to the Wisconsin Department of Commerce. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the local unity of government for transmission to the WI Department of Commerce or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been

made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the USDA Rural Development or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees--(i) Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor

is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3),

and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the

contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

CONSTRUCTION AGREEMENT

BY AND BETWEEN

THE CITY OF WHITEWATER

AND

STA-LITE CORPORATION

For the

CITY OF WHITEWATER STREET AND PARK  
LIGHTING REPLACEMENT AND UPGRADE PROJECT

This Agreement is made and executed by and between the City of Whitewater, a Wisconsin Municipal Corporation located in Walworth County, conducting its principal business at 312 W. Whitewater Street, City of Whitewater, Walworth County, State of Wisconsin 53190 (hereinafter the "CITY") and

Sta-Lite Corporation, a Wisconsin domestic corporation, conducting its principal business at 235 S. Dann Street, City of Whitewater, Walworth County, State of Wisconsin 53190 (hereinafter the "CONTRACTOR").

In consideration of the covenants herein the CONTRACTOR and the CITY hereby agree that CONTRACTOR will perform the work and provide materials, equipment, and the CITY shall pay the CONTRACTOR as hereinafter set forth, as applicable, according to the following terms and conditions:

1. The CONTRACTOR shall complete the work as specified or indicated in the Invitation to Bid and the attachments thereto, such work is the Street and Park Lighting Replacement and Upgrade Project, hereinafter "PROJECT".
2. PERSONNEL
  - A. The CONTRACTOR represents that it employs, or will employ, at its own expense, all personnel required to perform the services for the PROJECT under this Agreement. The CONTRACTOR and CONTRACTOR's employees shall not be considered employees of the CITY.
  - B. All of the services required hereunder shall be performed by the CONTRACTOR in a highly professional manner customary for the industry and as set forth in the attached Invitation to Bid with attachments. All of the CONTRACTOR's personnel engaged in providing services shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

Sufficient technical supervision and administrative personnel shall be furnished at all times by the CONTRACTOR to ensure the proper and successful performance of this Agreement by the CONTRACTOR.

- C. None of the services covered by this Agreement shall be subcontracted by the CONTRACTOR without the prior written approval of the CITY.
- D. Subcontractor(s) shall be tied contractually solely to the CONTRACTOR. The CONTRACTOR shall be responsible for the scope of services and the terms and conditions set forth in this Agreement. Nothing herein shall create or be construed as creating any direct or indirect contractual or other relationship between the CITY and any subcontractor.

3. PERFORMANCE – TIME IS OF THE ESSENCE

The CONTRACTOR shall complete all of the work associated with and required under this Agreement by April 1, 2011. Time is of the essence in CONTRACTOR's performance in providing all of the work, materials and equipment set forth in this Agreement, and the Invitation to Bid, which is incorporated herein by reference.

4. CONTRACT PRICE

The CITY shall pay the CONTRACTOR for completion of the work set forth in the Invitation to Bid in accordance with the CONTRACTOR's bid incorporated by reference in the amount of Eighty-one Thousand One Hundred Eight-one and 00/100 (\$81,181.00) .

5. METHOD OF PAYMENT

Payments shall be made as set forth in the Invitation to Bid.

6. RECORDS AND AUDITS

In addition to any requirements set forth in the Invitation to Bid, the CONTRACTOR shall maintain complete and accurate records with respect to the work performed under this Agreement, for not less than three years from the date of the final payment. All such records shall be maintained on the generally accepted accounting basis and will be clearly identified and readily accessible. The CONTRACTOR shall provide free access to the representatives of the CITY at all proper times to such data and records. The CONTRACTOR shall allow inspection and auditing of all data and records of the CONTRACTOR relating to its performance under the Agreement, the making of copies of and transcripts therefrom as necessary to allow inspection of all construction documents, and all activities related to this Agreement for a period of three years from the date of the final payment under this Agreement, and all other pending matters are closed. Such inspections may occur during any and all business hours of the CONTRACTOR. Such right to inspection shall not be denied for any reason and shall be immediately permitted and facilitated by the CONTRACTOR upon CITY request.

7. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior consent of the CITY.

8. RIGHTS TO AND DISPOSITION OF DATA

All subject data shall be the property of the CITY. The term "subject data" as used herein includes, but is not limited to, any and all data, documents, papers, written material, manuals, photographs, charts, graphs, plans, drawings, video tapes, maps and other information collected or created under this Agreement in the interest of this project.

9. INDEMNIFICATION

The CONTRACTOR shall forever indemnify, save and keep harmless the CITY, its officers, agents and employees of and from all liabilities, liens, judgments, costs, damages, and expenses for CONTRACTOR's negligent acts, errors and omission and those of its officials, officers, employee, representatives and agents that may in any way be suffered by the CITY and/or by any of its elected and/or appointed officials, officers, employees, representatives and/or agents, or that may accrue against or be charged to or recovered from the CITY and/or CITY officials or employees by reason of or in consequence of any of the CONTRACTOR's negligent acts, errors or omission in the CONTRACTOR's performance of work under this Agreement.

10. INSURANCE

The CONTRACTOR shall at all times obtain and solely at CONTRACTOR's cost and expense maintain the insurance required under the Invitation to Bid.

11. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONTRACTOR shall comply with Federal and State "Equal Employment Opportunity" laws, regulations and orders and specifically agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, ancestry, disability, marital status, sexual orientation, military service, creed, age, sex, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, disability, marital status, sexual orientation, military service, creed, sex, age, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of

pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The CONTRACTOR will in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for this project, state that all qualified applicants will receive consideration for employment without regard to race, religion, ancestry, disability, marital status, sexual orientation, military service, creed, color, sex, age, or national origin.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## 12. INTEREST OF PUBLIC OFFICIALS

### A. Interest of Members of the CITY

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

### B. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

## 13. DISPUTE RESOLUTION

Any and all disputes related to this Agreement that are not resolved by mutual agreement of the parties shall be resolved in a State of Wisconsin circuit court of competent jurisdiction. Such circuit court shall be located in the City of Elkhorn, County of Walworth. Either party may sue the other for declaratory judgment, damages, specific performance, injunctive relief, or any other legal or equitable relief as may be provided by law. The performance of this Agreement, its interpretation, and the resolution of all disputes connected therewith shall be governed, interpreted and resolved in accord with the laws of the State of Wisconsin. Notwithstanding the foregoing, any dispute not resolved by mutual agreement of the parties may also be resolved by binding arbitration but only in the event that the CITY requests, demands or consents to same.

14. COMPLETENESS OF THE AGREEMENT

This cover document and each and every of its attachments, appendices and schedules contain all the terms, promises, conditions and provisions of this Agreement. Any alteration shall be invalid unless made in writing, signed by both parties, and incorporated as an amendment to this Agreement. This document may be prepared and executed in multiple originals. All attachments hereto are incorporated herein by reference as if fully set forth verbatim, and are enumerated and described, supra.

15. SEVERABILITY

Every part, term, or provision of this Agreement is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term, or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

16. This Agreement is signed in the State of Wisconsin and shall be subject to and interpreted under the laws of the State of Wisconsin.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

18. The parties hereto acknowledge and agree that all of the provisions of this Agreement and attachments hereto are valid and binding.

19. Any and all ambiguities, conflicts, interpretations and matters of application arising from and /or pertaining to this Agreement or any of its attachments will not be resolved against the CITY on the basis that the City Attorney drafted this Agreement, because both parties had the opportunity to provide input into the terms of this Agreement.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF WHITEWATER

STA-LITE CORPORATION

\_\_\_\_\_  
By: Kevin Brunner, City Manager

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

\_\_\_\_\_  
By: Michele Smith, City Clerk

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

**WHITEWATER SNO-SEEKERS  
P.O. BOX 0254  
WHITEWATER, WI 53190**

November 10, 2010

City of Whitewater  
Attention: City Clerk  
312 W. Whitewater Street  
Whitewater, WI 53190

The Whitewater Sno-Seekers Snowmobile Club would like to be added to the agenda for the next common council meeting. We would like to request permission to traverse certain streets in the City of Whitewater for the winter of 2010-2011.

We will post a 10 mph speed limit sign. The following area is included in our request:

Traveling from Howard Road across the old Krueger farm, crossing E. Main Street and following E. Main Street on the south side, ending at Highway 59 so as to gain access to the Eastsider.

We'd also like to use Willard Street to reach The Station and also cross Highway 12 to access the Super 8 Motel and Randy's Supper Club.

Should there be any questions concerning our request, please call Brad Schoenmann at 608-883-2336.

I would appreciate it if you could let me know when we will be on the agenda.

Thank you!

Sincerely, *Rosemary Wagner*

Rosemary Wagner, Secretary  
W3445 Crestwood Drive  
Whitewater, WI 53190

Phone: 262-473-4971