

**CITY OF WHITEWATER  
COMMON COUNCIL AGENDA**

Common Council Meeting  
Tuesday, September 18, 2012  
6:30 p.m.

City of Whitewater Municipal Building Community Room  
312 W. Whitewater Street Whitewater, Wisconsin

**CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE.**

**CONSENT AGENDA**

CA-A	Approval of Council Minutes for 9/4/12.
CA-B	Approval of Payment of Invoices Processed through September 12, 2012.
CA-C	Acknowledgment of Receipt and Filing of the Following: *Report of Manually-Issued Checks for August, 2012. *Park & Recreation Board Minutes of 8/6/12; *Irvin L. Young Memorial Library Minutes of 7/9/12.
CA-D	Expedited approval of the following items, per city staff recommendation: None

**STAFF REPORTS:**

City Manager	2013 Budget Update
Park & Rec. Director	City Building HVAC Update

**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 3-5 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: NONE**

**ORDINANCES – First Reading - NONE**

**ORDINANCES – Second Reading - NONE**

**CONSIDERATIONS:**

C-1	Approval of 2013- Fire Department Contracts with Townships (Chief Gregoire Request)
C-2	Discussion regarding Memorandum of Understanding between City and UWW relating to Parking on Prince and Prairie Streets (Councilmember Abbott Request)
C-3	Discussion and Possible Action on Extension of Contract for Milwaukee Street Project. (DPW Director Request)
C-4	Councilmember request for future agenda items
C-5	EXECUTIVE SESSION. Adjourn to Closed Session, NOT TO RECONVENE, pursuant to 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: Considering employment, compensation, and performance evaluation data of support staff for General Administration, Neighborhood Services, and Park and Recreation Department.

**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.**

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

September 4, 2012.

The regular meeting of the Common Council was called to order at 6:30 p.m. by Council President Singer. MEMBERS PRESENT: Olsen, Abbott, Winship, Binnie, Singer, Kidd. MEMBERS ABSENT: Kienbaum.

It was moved by Olsen and seconded by Binnie to approve the Council minutes of 8/21/12 and to acknowledge receipt and filing of the Whitewater Police Department Consolidated Monthly Report for July, 2012. AYES: Olsen, Abbott, Winship, Binnie, Singer, Kidd. NOES: None. ABSENT: Kienbaum.

**APPROVAL OF PAYMENT OF INVOICES.** It was moved by Olsen and seconded by Binnie to approve payment of city invoices in the total sum of \$136,926.03. AYES: Olsen, Abbott, Winship, Binnie, Singer, Kidd. NOES: None. ABSENT: Kienbaum.

**STAFF REPORTS:** Interim City Manager Clapper gave an update on the 2013 budget process.

**RESOLUTION AUTHORIZING JEFFERSON COUNTY TAX EXEMPTION FOR LIBRARY SERVICES.**  
Proposed for adoption was the annual request to be exempted from taxes for Jefferson County Library Services.

**Resolution Requesting Exemption from County Library Tax**

WHEREAS the Jefferson County Board has established a county library service and levies a county library tax as authorized under Section 43.57 (3) of the Wisconsin Statutes, and

WHEREAS Section 43.64 (2) (b) of the Wisconsin Statutes provides that a village or city is exempt from the county library tax if it levies a tax for public library service and appropriates and expends for a library fund as defined by s.43.52 (1) during the year for which the county tax levy is made a sum at least equal to the county library tax rate in the prior year multiplied by the equalized valuation of the property in the city or village for the current year, and

WHEREAS the City of Whitewater, will, in 2013, appropriate and expend an amount in excess of that calculated above,

NOW THEREFORE BE IT RESOLVED that the City of Whitewater hereby requests of the Jefferson County Board of Supervisors that the City of Whitewater be exempted from the payment of any tax for the support of the County Library Service as provided in Section 43.64 (2).

BE IT FURTHER RESOLVED that copies of this resolution be forwarded by the city clerk to the following parties:

ADMINISTRATOR  
Jefferson County Library Council  
Dwight Foster Public Library  
209 Merchants Avenue  
Fort Atkinson, WI 53538

COUNTY CLERK  
320 S. Main Street, Room 109  
Jefferson, WI 53549

Fiscal Note: Estimated Municipal 2013 Library Appropriation \$580,133.

Resolution introduced by Councilmember Olsen who moved its adoption. Seconded by Councilmember Binnie.

AYES: Winship, Abbott, Singer, Binnie, Olsen, Kidd. NOES: None. ABSENT: Kienbaum.  
ADOPTED: September 4, 2012

Cameron Clapper, Interim City Manager

Michele R. Smith, City Clerk

**“CLASS B” BEER AND LIQUOR LICENSE FOR BLACK SHEEP RESTAURANT.** Tyler Sailsbery, owner of the Black Sheep restaurant, requested that a “Class B” beer and liquor license be issued to him for use at his restaurant. Currently Tyler has only a beer and wine license. It was noted that several city department heads had recommended approval of the application, stating that the new restaurant is a great asset to the City. The Alcohol Licensing Committee met prior to the meeting and reviewed the licensing standards for considering new alcohol license applications, agreed the business met the standards, and recommended approval of the request. It was moved by Abbott and seconded by Olsen to approve the application for a “Class B” beer and liquor license for Fine Food Culture, LLC, The Black Sheep Restaurant, Tyler Sailsbery, Agent, 210 W. Whitewater Street. AYES: Olsen, Abbott, Winship, Binnie, Singer, Kidd. NOES: None. ABSENT: Kienbaum.

**DISCUSSION RELATING TO WHITEWATER’S NOISE ORDINANCE.** Councilmember Binnie requested that the ordinance be discussed as concerns in his neighborhood regarding early lawn mowing hours were expressed. Discussion about amending hours on weekends occurred, but no specific direction was given to change the ordinance at this meeting.

**CREATION OF AD HOC COMMITTEE TO REVIEW PERMIT AND PLANNING FEES.** There was councilmember consensus to review permit and planning fees. Councilmembers will discuss appointment of committee members at a future meeting.

**CITY MANAGER SEARCH UPDATE.** Forty applications were received for the City Manager position. The City’s consultant, Karl Nollenberger of Voorhees Associates, will be present at the special meeting to be held September 11<sup>th</sup> to finalize plans for interviews and to work with the Council to reduce the application base for interviews. Interview questions will also be determined in closed session at the special meeting. It was agreed that there will be a public reception held at the Innovation Center on September 21 to meet the candidates. A live-broadcast public forum, using a moderator to present questions to candidates will occur. Interviews will take place on Saturday, September 22. Further arrangements will be made during the special meeting.

**COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS.** Councilmember Abbott would like to revisit the Memorandum of Understanding entered into between the City and the University relating to parking on Prince and Prairie Streets.

**ADJOURNMENT.** It was moved by Olsen and seconded by Winship to adjourn the meeting. Motion carried by unanimous voice vote. The meeting adjourned at 8:15 p.m.

Respectfully submitted,

Michele R. Smith, City 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>A T &amp; T</b>						
1710	A T & T	1710-091912	ARMORY/PHONE	09/19/2012	47.01	100-51600-225
Total A T & T:					47.01	
<b>BATTERIES PLUS LLC</b>						
3069	BATTERIES PLUS LLC	192363-01	WASTEWATER/LIGHT BULBS	09/19/2012	194.70	620-62860-357
Total BATTERIES PLUS LLC:					194.70	
<b>BEAR GRAPHICS INC</b>						
381	BEAR GRAPHICS INC	0633108	GEN ADMN/ELECTION SUPPLIE	09/19/2012	642.41	100-51400-310
Total BEAR GRAPHICS INC:					642.41	
<b>BLODGETT GARDEN CENTER</b>						
475	BLODGETT GARDEN CENTER	51477	WASTEWATER/LAWN EDGING	09/19/2012	13.99	620-62860-357
Total BLODGETT GARDEN CENTER:					13.99	
<b>CAMERA CORNER INC</b>						
3909	CAMERA CORNER INC	0425276-IN	RESCUE/MONITORS	09/19/2012	442.99	100-52300-340
Total CAMERA CORNER INC:					442.99	
<b>CGC INC</b>						
2005	CGC INC	34346	MILWAUKEE ST/AUGUST SVC	09/19/2012	510.22	450-57500-865
Total CGC INC:					510.22	
<b>CLEAN MATS</b>						
1033	CLEAN MATS	28431	WASTEWATER/SHOP TOWELS	09/19/2012	46.55	620-62840-340
Total CLEAN MATS:					46.55	
<b>DEPT OF FINANCIAL INSTITUTIONS</b>						
5929	DEPT OF FINANCIAL INSTITUTI	FILING FEE	CDA/3RD QUARTER ANNUAL A	09/19/2012	10.00	920-56500-215
Total DEPT OF FINANCIAL INSTITUTIONS:					10.00	
<b>DEPT OF UTILITIES</b>						
1	DEPT OF UTILITIES	1-91912	CITY & PARKS/WATER UTILITIE	09/19/2012	687.02	100-51600-221
1	DEPT OF UTILITIES	1-91912	STREET/WATER UTILITIES	09/19/2012	223.96	100-53230-221
1	DEPT OF UTILITIES	1-91912	PARKS/WATER UTILITIES	09/19/2012	551.44	100-53270-221
1	DEPT OF UTILITIES	1-91912	LIBRARY/WATER UTILITIES	09/19/2012	220.18	100-55111-221
1	DEPT OF UTILITIES	1-91912	PARKING LOT/STORMWATER U	09/19/2012	165.23	208-51920-650
1	DEPT OF UTILITIES	1-91912	LIBRARY/RENTAL WATER UTILI	09/19/2012	27.49	220-55110-227
1	DEPT OF UTILITIES	1-91912	WATER/WATER UTILITIES	09/19/2012	38.21	610-61935-220
1	DEPT OF UTILITIES	1-91912	WASTEWATER/STORMWATER	09/19/2012	119.43	620-62860-220
1	DEPT OF UTILITIES	1-91912	STORMWATER/JAMES ST	09/19/2012	11.28	630-63440-350
1	DEPT OF UTILITIES	1-91912	INNOVATION CTR/WATER UTILI	09/19/2012	354.00	920-56500-221

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total DEPT OF UTILITIES:					2,398.24	
<b>ELECTRICAL ENERGY EXPERTS INC</b>						
1092	ELECTRICAL ENERGY EXPERT	10705	WASTEWATER/BREAKER MTN	09/19/2012	2,240.00	620-62850-242
Total ELECTRICAL ENERGY EXPERTS INC:					2,240.00	
<b>FEDEX</b>						
572	FEDEX	2-001-16971	GEN ADMN/OWDA STATION	09/19/2012	14.91	100-51400-310
Total FEDEX:					14.91	
<b>FIRST SUPPLY</b>						
205	FIRST SUPPLY	9428514-00	WASTEWATER/REDUCER TEST	09/19/2012	368.91	620-62850-357
Total FIRST SUPPLY:					368.91	
<b>FORT HEALTHCARE</b>						
151	FORT HEALTHCARE	112051	POLICE PATROL/PROFESSION	09/19/2012	226.96	100-52110-219
Total FORT HEALTHCARE:					226.96	
<b>GREAT LAKES TV SEAL INC</b>						
4752	GREAT LAKES TV SEAL INC	15270	WASTEWATER/2012 MH REHAB	09/19/2012	11,015.00	620-62810-825
Total GREAT LAKES TV SEAL INC:					11,015.00	
<b>JOHN DEERE FINANCIAL</b>						
6276	JOHN DEERE FINANCIAL	58219	STORMWATER/CHIPPER TIRE	09/19/2012	50.00	630-63600-352
6276	JOHN DEERE FINANCIAL	58220	PARKS/#71 TIRE REPAIRS	09/19/2012	30.00	100-53270-242
6276	JOHN DEERE FINANCIAL	58221	STORMWATER/TIRE REPAIRS	09/19/2012	230.00	630-63600-352
6276	JOHN DEERE FINANCIAL	58296	PARKS/#70 TIRE REPAIRS	09/19/2012	50.00	100-53270-242
6276	JOHN DEERE FINANCIAL	58317	PARKS/#70 & #71 TIRE REPAIR	09/19/2012	260.00	100-53270-242
Total JOHN DEERE FINANCIAL:					620.00	
<b>LARK UNIFORM INC</b>						
605	LARK UNIFORM INC	117358	POLICE PATROL/UNIFORM	09/19/2012	543.30	100-52110-118
605	LARK UNIFORM INC	117771	POLICE PATROL/UNIFORM	09/19/2012	557.25	100-52110-118
605	LARK UNIFORM INC	118708	POLICE PATROL/UNIFORM	09/19/2012	66.95	100-52110-118
605	LARK UNIFORM INC	119405	POLICE PATROL/UNIFORM	09/19/2012	66.95	100-52110-118
Total LARK UNIFORM INC:					1,234.45	
<b>LINDNER &amp; MARSACK SC</b>						
79	LINDNER & MARSACK SC	82213	LEGAL/JULY SVC	09/19/2012	3,643.00	100-51300-219
Total LINDNER & MARSACK SC:					3,643.00	
<b>MEYER'S AUTO SUPPLY</b>						
176	MEYER'S AUTO SUPPLY	108961	POLICE VEHICLE/REPAIRS	09/19/2012	137.19	100-53230-354
Total MEYER'S AUTO SUPPLY:					137.19	
<b>MORGAN BIRGE &amp; ASSOCIATES INC</b>						
4591	MORGAN BIRGE & ASSOCIATE	MC0046229	GEN BLDG/PHONE	09/19/2012	345.00	100-51600-225
4591	MORGAN BIRGE & ASSOCIATE	MC0046230	WASTEWATER/PHONE	09/19/2012	75.00	620-62820-225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total MORGAN BIRGE & ASSOCIATES INC:					420.00	
<b>NORTHERN LAKE SERVICE INC</b>						
1335	NORTHERN LAKE SERVICE INC	219546	WATEWATER/MONTHLY ANALY	09/19/2012	43.60	620-62870-295
Total NORTHERN LAKE SERVICE INC:					43.60	
<b>NORTHERN SEWER EQUIPMENT CO INC</b>						
44	NORTHERN SEWER EQUIPMEN	8167	WATEWATER/JET TV MACHINE	09/19/2012	58.26	620-62830-355
44	NORTHERN SEWER EQUIPMEN	8177	WASTEWATER/REBUILD KIT W	09/19/2012	148.55	620-62830-355
Total NORTHERN SEWER EQUIPMENT CO INC:					206.81	
<b>OFFICE DEPOT</b>						
4146	OFFICE DEPOT	62091247300	POLICE ADMN/OFFICE SUPPLI	09/19/2012	47.22	100-52100-310
4146	OFFICE DEPOT	620913078001	POLICE ADMN/OFFICE SUPPLI	09/19/2012	5.37	100-52100-310
4146	OFFICE DEPOT	621101643001	POLICE PATROL/OPERATING S	09/19/2012	91.84	100-52110-340
4146	OFFICE DEPOT	622084617001	POLICE ADMN/OFFICE SUPPLI	09/19/2012	67.04	100-52100-310
4146	OFFICE DEPOT	62235066001	POLICE ADMN/OFFICE SUPPLI	09/19/2012	56.28	100-52100-310
4146	OFFICE DEPOT	62279388001	POLICE ADMN/OFFICE SUPPLI	09/19/2012	52.04	100-52100-310
Total OFFICE DEPOT:					319.79	
<b>PBBS EQUIPMENT CORP</b>						
1910	PBBS EQUIPMENT CORP	107475	WASTEWATER/POT FEEDER IN	09/19/2012	2,458.00	620-62810-822
Total PBBS EQUIPMENT CORP:					2,458.00	
<b>PETE'S TIRE SERVICE INC</b>						
727	PETE'S TIRE SERVICE INC	58312	STOMRWATER/CHIPPER TIRE	09/19/2012	50.00	630-63600-352
727	PETE'S TIRE SERVICE INC	58315	STOMRWATER/CHIPPER TIRE	09/19/2012	80.00	630-63600-352
727	PETE'S TIRE SERVICE INC	58431	POLICE PATROL/SQUAD 24 TIR	09/19/2012	30.00	100-53230-354
Total PETE'S TIRE SERVICE INC:					160.00	
<b>PMI</b>						
5492	PMI	0370134	RESCUE/OPERATING SUPPLIE	09/19/2012	629.08	100-52300-340
5492	PMI	AUG0614	RESCUE/FINANCE CHARGE	09/19/2012	6.90	100-52300-340
Total PMI:					635.98	
<b>QUILL CORPORATION</b>						
445	QUILL CORPORATION	5058096	WASTEWATER/OFFICE SUPPLI	09/19/2012	218.09	620-62820-310
445	QUILL CORPORATION	5160172	GEN ADMIN/OFFICE SUPPLIES	09/19/2012	12.46	100-51400-310
445	QUILL CORPORATION	5160172	DPW/OFFICE SUPPLIES	09/19/2012	12.46	100-53100-310
445	QUILL CORPORATION	5160172	REC/OFFICE SUPPLIES	09/19/2012	10.68	100-55210-310
445	QUILL CORPORATION	5160172	GEN ADMIN/OFFICE SUPPLIES	09/19/2012	82.09	100-51400-310
445	QUILL CORPORATION	5160172	REC/OFFICE SUPPLIES	09/19/2012	47.13	100-55210-310
445	QUILL CORPORATION	5359348	GEN ADMIN/OFFICE SUPPLIES	09/19/2012	143.98	100-51400-310
Total QUILL CORPORATION:					526.89	
<b>REWALD ELECTRIC CO INC</b>						
5908	REWALD ELECTRIC CO INC	2984	INNOVATION CTR/REPAIR OUT	09/19/2012	105.00	920-56500-245
Total REWALD ELECTRIC CO INC:					105.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
<b>RICOH AMERICAS CORP</b>						
90	RICOH AMERICAS CORP	416274878	WATER/COPIES	09/19/2012	16.50	610-61903-310
Total RICOH AMERICAS CORP:					16.50	
<b>SCHOPEN'S AUTOMOTIVE SVC LLC</b>						
137	SCHOPEN'S AUTOMOTIVE SVC	38571	RESCUE/#1281 REPAIRS	09/19/2012	36.00	100-52300-241
Total SCHOPEN'S AUTOMOTIVE SVC LLC:					36.00	
<b>SEILER INSTRUMENT &amp; MFG CO INC</b>						
3756	SEILER INSTRUMENT & MFG C	INV-284677	DPW/GEO BATTERY & REPAIR	09/19/2012	339.50	100-53100-215
Total SEILER INSTRUMENT & MFG CO INC:					339.50	
<b>SENTRY OF WHITEWATER, DANIELS</b>						
2	SENTRY OF WHITEWATER, DA	001002241446	RESCUE/OPERATING SUPPLIE	09/19/2012	117.98	100-52300-340
2	SENTRY OF WHITEWATER, DA	003000420951	RESCUE/OPERATING SUPPLIE	09/19/2012	283.81	100-52300-340
Total SENTRY OF WHITEWATER, DANIELS:					401.79	
<b>SHRED-IT WI</b>						
3612	SHRED-IT WI	081136508	POLICE ADMN/SHRED PAPER	09/19/2012	142.15	100-52100-340
3612	SHRED-IT WI	081136508	GEN ADMN/SHRED PAPER	09/19/2012	57.15	100-51400-310
3612	SHRED-IT WI	081136508	FINANCE/SHRED PAPER	09/19/2012	5.00	100-51500-310
3612	SHRED-IT WI	081136508	COURT/SHRED PAPER	09/19/2012	17.15	100-51200-340
Total SHRED-IT WI:					221.45	
<b>SOUTHERN LAKES NEWSPAPERS</b>						
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	PLANNING/AGENDA	09/19/2012	45.19	100-56300-212
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	GEN ADMN/ELECTION POLL PL	09/19/2012	81.57	100-51400-310
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	COUNCIL/BLACK SHEEP LIQUO	09/19/2012	34.54	100-51100-320
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	COUNCIL/AGENDA	09/19/2012	1.00	100-51100-320
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	COUNCIL/INCREASE # OF LIQU	09/19/2012	27.51	100-51100-320
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	COUNCIL/LY BREWERY LIQUO	09/19/2012	22.80	100-51100-320
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	GEN ADMN/FOOD PANTRY DE	09/19/2012	12.36	100-51400-310
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	GEN BLDG/CENTER ST RENTA	09/19/2012	39.90	100-51600-250
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	PLANNING/PRINCE ST CUP	09/19/2012	26.25	100-56300-212
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	PLANNING/LAKEFRONT PUB C	09/19/2012	30.04	100-56300-212
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	PLANNING/DOC DISPLAY	09/19/2012	52.80	100-56300-212
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	LIBRARY/424 W FOREST RENT	09/19/2012	39.90	220-55110-227
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	CDA/ADMN ASST AD	09/19/2012	246.00	920-56500-310
1844	SOUTHERN LAKES NEWSPAPE	AUG 2012	COUNCIL/MINUTES	09/19/2012	435.80	100-51100-320
Total SOUTHERN LAKES NEWSPAPERS:					1,095.66	
<b>TRI COUNTY COOLING &amp; HEATING LLC</b>						
5283	TRI COUNTY COOLING & HEATI	1433	WASTEWATER/COMPRESSOR	09/19/2012	4,900.29	620-62850-357
Total TRI COUNTY COOLING & HEATING LLC:					4,900.29	
<b>TRIEBOLD OUTDOOR POWER LLC</b>						
418	TRIEBOLD OUTDOOR POWER	IC06496	WASTEWATER/KUBOLA MAINT	09/19/2012	24.28	620-62850-357
Total TRIEBOLD OUTDOOR POWER LLC:					24.28	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
<b>UNEMPLOYMENT INSURANCE</b>						
274	UNEMPLOYMENT INSURANCE	000004163763	CDA/NIMM	09/19/2012	474.45	900-56500-158
274	UNEMPLOYMENT INSURANCE	000004163763	RESCUE/N MACKLEM	09/19/2012	92.33	100-52300-158
Total UNEMPLOYMENT INSURANCE:					566.78	
<b>UNITED PARCEL SERVICE</b>						
19	UNITED PARCEL SERVICE	00000X36X835	DPW/SEILER INSTRUMENT	09/19/2012	15.68	100-53100-215
Total UNITED PARCEL SERVICE:					15.68	
<b>UW WHITEWATER</b>						
8	UW WHITEWATER	17358	PARKS/BULBS	09/19/2012	250.19	100-53420-340
8	UW WHITEWATER	17358	STREET/BALLAST	09/19/2012	65.93	100-53420-340
8	UW WHITEWATER	17358	GEN BLDG/SUPPLIES	09/19/2012	174.24	100-51600-340
Total UW WHITEWATER:					490.36	
<b>UW WHITEWATER POLICE DEPT</b>						
4342	UW WHITEWATER POLICE DEP	17514	POLICE PATROL/MEMBERSHIP	09/19/2012	210.00	100-52110-154
Total UW WHITEWATER POLICE DEPT:					210.00	
<b>VERIZON WIRELESS</b>						
5368	VERIZON WIRELESS	2791299354	FIRE/CELL PHONE	09/19/2012	195.87	100-52200-225
5368	VERIZON WIRELESS	2791299354	ENGINEER/CELL PHONE	09/19/2012	2.33	100-53100-225
5368	VERIZON WIRELESS	2791299354	EM GOVT/CELL PHONE	09/19/2012	1.02	100-52500-225
5368	VERIZON WIRELESS	2791299354	DPW/CELL PHONE	09/19/2012	31.02	100-53100-225
5368	VERIZON WIRELESS	2791299354	CITY MGR/CELL PHONE	09/19/2012	47.04	100-51400-225
5368	VERIZON WIRELESS	2791299354	CITY CLERK/CELL PHONE	09/19/2012	13.80	100-51400-225
5368	VERIZON WIRELESS	2791299354	CITY CLERK/CELL PHONE	09/19/2012	13.80	100-51400-225
5368	VERIZON WIRELESS	2791299354	CITY CLERK/LAPTOP	09/19/2012	39.99	100-51600-225
5368	VERIZON WIRELESS	2791299354	CDA/CELL PHONE	09/19/2012	.51	900-56500-225
5368	VERIZON WIRELESS	2791299354	NEIGHBORHOOD SVC/SOFTWA	09/19/2012	80.00	100-51450-244
5368	VERIZON WIRELESS	2791299354	POLICE/SQUAD LAPTOP CARD	09/19/2012	200.03	100-51450-244
5368	VERIZON WIRELESS	2791299354	LIBRARY/CELL PHONE	09/19/2012	11.24	220-55110-225
5368	VERIZON WIRELESS	2791299354	REC/CELL PHONE	09/19/2012	154.03	100-55210-225
5368	VERIZON WIRELESS	2791299354	PLANNING/CELL PHONE	09/19/2012	53.81	100-56300-225
5368	VERIZON WIRELESS	2791299354	NEIGHBORHOOD SVC/CELL PH	09/19/2012	13.63	100-52400-225
5368	VERIZON WIRELESS	2791299354	HR/CELL PHONE	09/19/2012	43.26	100-51400-225
5368	VERIZON WIRELESS	2791299354	SHOP/CELL PHONE	09/19/2012	84.13	100-53230-241
5368	VERIZON WIRELESS	2791299354	WASTEWATER/CELL PHONE	09/19/2012	2.56	620-62820-225
5368	VERIZON WIRELESS	2791299354	SENIORS/CELL PHONE	09/19/2012	1.06	100-55310-225
5368	VERIZON WIRELESS	2791299354	POLICE ADMN/CELL PHONE	09/19/2012	158.57	100-52100-225
5368	VERIZON WIRELESS	2791299354	RESCUE/CELL PHONE	09/19/2012	10.74	100-52300-225
5368	VERIZON WIRELESS	2791299354	WATER/CELL PHONE	09/19/2012	6.77	610-61921-310
Total VERIZON WIRELESS:					1,165.21	
<b>WHITEWATER FIRE DEPT</b>						
284	WHITEWATER FIRE DEPT	TOPPERS	CRASH CREW/OPERATING SU	09/19/2012	95.52	100-52210-340
Total WHITEWATER FIRE DEPT:					95.52	
<b>WISCONSIN RESCUE SUPPLY</b>						
6298	WISCONSIN RESCUE SUPPLY	3091	FIRE/OPERATING SUPPLIES	09/19/2012	102.50	100-52200-340

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total WISCONSIN RESCUE SUPPLY:					102.50	
<b>WORLDWIDE INFORMATION INC</b>						
5710	WORLDWIDE INFORMATION IN	1237	POLICE INV/OPERATING SUPP	09/19/2012	164.00	100-52120-340
Total WORLDWIDE INFORMATION INC:					164.00	
Grand Totals:					38,528.12	

Dated: 09/12/2012

Finance Director: DOUG SAUBERT

Report Criteria:

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

**CITY OF WHITEWATER**

TO: City Manager and Council Members

FROM: Doug Saubert, Finance Director

RE: Authorized & Manual Checks Processed/Paid for August, 2012

Date: September 10, 2012

Attached is a detail listing of all manual and authorized checks processed for August, 2012. The total amount was \$2,036,404.25. The amounts per fund are as follows:

<b>FUND</b>	<b>NAME</b>	<b>TOTAL</b>
100	General Fund	92,449.44
200	Cable TV	16.00
220	Library	14,221.91
295	Police Seizures Fund	4,297.66
300	Debt Service Fund	1,366,627.56
440	TID # 4	97,932.00
450	Capital Projects	179,798.94
610	Water Utility	50,033.54
620	Sewer Utility	216,833.19
630	StormWater Utility	9,312.54
900	Community Development	551.88
920	Innovation Center	4,329.59
	<b>TOTALS</b>	<u><u>2,036,404.25</u></u>

Please let me know if you have any questions.

Report Criteria:

Report type: Summary

Check.Check number = 73303-73325,73459-73490,73562-76601,73602-73621,73622,73623-73642,73643,73645-73646,73648,73650-73652

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
<b>100</b>								
08/12	08/02/2012	73303	5114	AMERICAN BUS TOURS INC	Multiple	1	100-55300-341	600.00
		Total 73303:						600.00
08/12	08/02/2012	73305	6354	BIRKELAND, LATISHA	07-31-2012	1	100-52400-330	88.80
		Total 73305:						88.80
08/12	08/02/2012	73307	21	CARQUEST AUTO PARTS	Multiple	1	100-52300-340	202.01
		Total 73307:						202.01
08/12	08/02/2012	73308	2003	CIVIC SYSTEMS LLC	09-20-21-201	1	100-51500-154	190.00
		Total 73308:						190.00
08/12	08/02/2012	73309	6692	DEPARTMENT OF JUSTICE	09-2012	1	100-52120-154	1,130.00
		Total 73309:						1,130.00
08/12	08/02/2012	73312	6691	GERKE, TAMMY	07-31-2012	1	100-12300	30.15
		Total 73312:						30.15
08/12	08/02/2012	73315	897	JEFFERSON CO SHERIFF	Multiple	1	100-45114-52	1,008.00
		Total 73315:						1,008.00
08/12	08/02/2012	73316	308	LEAGUE OF WI MUNICIPALITIE	2012 CHIEF	1	100-51400-154	130.00
		Total 73316:						130.00
08/12	08/02/2012	73317	2274	MUNICIPAL COURT FUND	2015533	1	100-45110-52	41.05
		Total 73317:						41.05
08/12	08/02/2012	73319	195	REGISTRATION FEE TRUST	08-02-2012	1	100-52140-360	55.00
		Total 73319:						55.00
08/12	08/02/2012	73321	1515	TORRES, ALEX B	07-22-2012	1	100-52120-219	31.25
		Total 73321:						31.25
08/12	08/02/2012	73322	626	UW-WHITEWATER	08-30-2012	1	100-55210-154	25.00
		Total 73322:						25.00
08/12	08/02/2012	73325	628	WHITEWATER CHAMBER OF C	08-02-2012	1	100-51100-715	11,080.99

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
								11,080.99
		Total 73325:						
08/12	08/09/2012	73459	1710	A T & T	07-28-2012	1	100-51600-225	39.54
		Total 73459:						39.54
08/12	08/09/2012	73460	5928	AMERICAN INDUSTRIAL LEASI	C262895	6	100-52100-310	2,366.72
		Total 73460:						2,366.72
08/12	08/09/2012	73462	6616	CAMACHO'S AUTO REPAIR	N120649	1	100-21690	50.00
		Total 73462:						50.00
08/12	08/09/2012	73463	5404	CITGO	567768	5	100-52140-351	4,649.26
		Total 73463:						4,649.26
08/12	08/09/2012	73466	6279	GARCIA, KARLA	07-28-2012	1	100-21680	500.00
		Total 73466:						500.00
08/12	08/09/2012	73468	5648	GRANT COUNTY	2010FO0009	2	100-45114-52	653.00
		Total 73468:						653.00
08/12	08/09/2012	73469	6392	HOSPITAL FUND	43417899	1	100-46230-52	268.00
		Total 73469:						268.00
08/12	08/09/2012	73470	6276	JOHN DEERE FINANCIAL	IC06012	1	100-53230-242	269.29
		Total 73470:						269.29
08/12	08/09/2012	73471	111	KETTERHAGEN MOTORS INC	Multiple	1	100-52300-241	318.10
		Total 73471:						318.10
08/12	08/09/2012	73472	325	LENTZ, MELODY	07-31-2012	1	100-52600-330	23.20
		Total 73472:						23.20
08/12	08/09/2012	73473	1470	MIDSTATE EQUIPMENT-JANES	I38864	1	100-53270-242	71.37
		Total 73473:						71.37
08/12	08/09/2012	73474	219	MINNESOTA LIFE INSURANCE	09-2012	1	100-21531	2,361.20
		Total 73474:						2,361.20
08/12	08/09/2012	73475	2274	MUNICIPAL COURT FUND	08-02/08-09-	4	100-45110-52	1,211.60
		Total 73475:						1,211.60
08/12	08/09/2012	73476	195	REGISTRATION FEE TRUST	08092012	1	100-52140-360	50.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	
								50.00	
		Total 73476:							50.00
08/12	08/09/2012	73477	3570	ROSA'S PIZZA	N1210974	1	100-21690	1.09	
		Total 73477:							1.09
08/12	08/09/2012	73478	5574	STATE OF WISCONSIN	07/12 FINES	1	100-21690	6,909.88	
		Total 73478:							6,909.88
08/12	08/09/2012	73480	2550	STOKES, DAVID	08-09-2012	1	100-55320-790	400.00	
		Total 73480:							400.00
08/12	08/09/2012	73481	825	STONE, SARA	SUMMER 20	1	100-55300-344	266.60	
		Total 73481:							266.60
08/12	08/09/2012	73482	2788	TOPPERS PROPERTIES LLC	42408239	1	100-21690	70.00	
		Total 73482:							70.00
08/12	08/09/2012	73483	5952	TOWN OF BLOOMFIELD PD	11-7117	2	100-45114-52	727.80	
		Total 73483:							727.80
08/12	08/09/2012	73485	282	WALWORTH CO TREASURER	07/12 FINES	1	100-21690	1,917.80	
		Total 73485:							1,917.80
08/12	08/09/2012	73487	6699	WHITEWATER COURT APARTM	N1289978	1	100-21690	100.00	
		Total 73487:							100.00
08/12	08/09/2012	73488	4548	WHITEWATER, CITY OF	07/12 FINES	1	100-21690	19,759.48	
		Total 73488:							19,759.48
08/12	08/09/2012	73489	6695	WHITEWATER HIGH SCHOOL W	2000528-002	1	100-46730-55	40.00	
		Total 73489:							40.00
08/12	08/09/2012	73490	2206	WI SUPREME COURT	10-18/19-201	1	100-51200-154	20.00	
		Total 73490:							20.00
08/12	08/16/2012	73563	4346	BELOIT POLICE DEPT	08-10-2012	1	100-45114-52	265.00	
		Total 73563:							265.00
08/12	08/16/2012	73564	6549	BINNIE, CHERYL L	08142012	1	100-51400-116	122.00	
		Total 73564:							122.00
08/12	08/16/2012	73565	252	BINNING & DICKENS INS SVC L	08-15-2012	3	100-52110-219	150.00	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	
								150.00	
		Total 73565:							150.00
08/12	08/16/2012	73566	5452	BRUCH, JOANNE	08162012	1	100-51400-116	122.00	
								122.00	
		Total 73566:							122.00
08/12	08/16/2012	73567	922	BURROWS, MARION	08142012	1	100-51400-116	180.00	
								180.00	
		Total 73567:							180.00
08/12	08/16/2012	73568	5101	CHEEVER, HILLARY	08-16-2012	2	100-55300-341	31.60	
								31.60	
		Total 73568:							31.60
08/12	08/16/2012	73569	2044	COBURN, GINNY	08142012	1	100-51400-116	124.00	
								124.00	
		Total 73569:							124.00
08/12	08/16/2012	73570	1347	COULTHART, JOANNE	08142012	1	100-51400-116	124.00	
								124.00	
		Total 73570:							124.00
08/12	08/16/2012	73571	5929	DEPT OF FINANCIAL INSTITUTI	08-15-2012	3	100-52110-219	60.00	
								60.00	
		Total 73571:							60.00
08/12	08/16/2012	73573	3921	EAST TROY POLICE DEPARTM	08-14-2012	1	100-45114-52	139.00	
								139.00	
		Total 73573:							139.00
08/12	08/16/2012	73574	4904	EPPS, M VIRGINIA	08142012	1	100-51400-116	140.00	
								140.00	
		Total 73574:							140.00
08/12	08/16/2012	73575	2222	FOLLIS, JOYCE	08142012	1	100-51400-116	142.00	
								142.00	
		Total 73575:							142.00
08/12	08/16/2012	73577	6702	FRONTIER ADJUSTERS INC	T301544	1	100-53230-365	168.75	
								168.75	
		Total 73577:							168.75
08/12	08/16/2012	73578	6703	GOLDEN, NICOLE	05-02-2012	1	100-55210-213	750.00	
								750.00	
		Total 73578:							750.00
08/12	08/16/2012	73579	3024	HASS, SANDRA	08142012	1	100-51400-116	134.00	
								134.00	
		Total 73579:							134.00
08/12	08/16/2012	73580	6597	HAVEN, KATHY	08142012	1	100-51400-116	122.00	
								122.00	
		Total 73580:							122.00
08/12	08/16/2012	73581	6701	HOFFMAN, TIM	08-10-2012	1	100-53230-365	5,127.40	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
								5,127.40
		Total 73581:						
08/12	08/16/2012	73582	3905	KIENBAUM, CHRISTINE	08142012	1	100-51400-116	122.00
		Total 73582:						122.00
08/12	08/16/2012	73583	924	LOOMER, LINDA	08142012	1	100-51400-116	62.00
		Total 73583:						62.00
08/12	08/16/2012	73586	5804	MCKINNON, KEVIN	08142012	1	100-51400-116	122.00
		Total 73586:						122.00
08/12	08/16/2012	73587	2990	MESSIER, SHIRLEY	08142012	1	100-51400-116	120.00
		Total 73587:						120.00
08/12	08/16/2012	73588	2274	MUNICIPAL COURT FUND	08-16-2012	2	100-45110-52	413.00
		Total 73588:						413.00
08/12	08/16/2012	73589	6046	OFFICE COPYING EQUIPMENT	C262895	6	100-52100-310	2,366.72
		Total 73589:						2,366.72
08/12	08/16/2012	73590	5341	PALMYRA MUNICIPAL COURT	08-10-2012	1	100-45114-52	111.00
		Total 73590:						111.00
08/12	08/16/2012	73591	2642	PIPER ROAD SPRING BAND	08-16-2012	1	100-55320-790	750.00
		Total 73591:						750.00
08/12	08/16/2012	73592	1418	REIF, SHAWN	08-14-2012	1	100-52110-118	28.45
		Total 73592:						28.45
08/12	08/16/2012	73593	943	SCHARINGER, CAROLE	08142012	1	100-51400-116	124.00
		Total 73593:						124.00
08/12	08/16/2012	73594	4919	SCHUMACHER, KATHLEEN	08142012	1	100-51400-116	124.00
		Total 73594:						124.00
08/12	08/16/2012	73595	3279	SMITH, ALAINA	08142012	1	100-51400-116	64.00
		Total 73595:						64.00
08/12	08/16/2012	73596	1490	SMITH, WILLIAM E	08142012	1	100-51400-116	160.00
		Total 73596:						160.00
08/12	08/16/2012	73597	946	STONE, BEVERLY	08142012	1	100-51400-116	150.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	
								150.00	
		Total 73597:							150.00
08/12	08/16/2012	73599	5364	VILLAGE OF PALMYRA	08-13-2012	1	100-45114-52	196.80	
								196.80	
		Total 73599:							196.80
08/12	08/23/2012	73623	6088	BUREAU OF CORRECTIONAL E	Multiple	3	100-53230-354	1,563.40	
								1,563.40	
		Total 73623:							1,563.40
08/12	08/23/2012	73625	572	FEDEX	109119554	1	100-51400-310	156.20	
								156.20	
		Total 73625:							156.20
08/12	08/23/2012	73626	1940	GREGOIRE JR, DON	AUG 2012	1	100-52200-154	114.00	
								114.00	
		Total 73626:							114.00
08/12	08/23/2012	73629	5665	KENOSHA MUNICIPAL COURT	2015608	1	100-45114-52	289.80	
								289.80	
		Total 73629:							289.80
08/12	08/23/2012	73630	934	LYON, BRUCE	08-14-2012	1	100-51400-116	96.00	
								96.00	
		Total 73630:							96.00
08/12	08/23/2012	73631	2340	MEDICARE	12-0492	1	100-13115	350.67	
								350.67	
		Total 73631:							350.67
08/12	08/23/2012	73632	4950	MILLIS, KIM	JULY 2012 2	1	100-52600-154	10.00	
								10.00	
		Total 73632:							10.00
08/12	08/23/2012	73634	2592	SWEET, BOB	08-08-2012	1	100-21690	1,655.80	
								1,655.80	
		Total 73634:							1,655.80
08/12	08/23/2012	73635	5368	VERIZON WIRELESS	6764610222	1	100-52100-225	70.96	
								70.96	
		Total 73635:							70.96
08/12	08/23/2012	73638	2819	WEGNER, JANE	JULY 2012	1	100-56300-154	22.20	
								22.20	
		Total 73638:							22.20
08/12	08/23/2012	73639	1622	WELLNITZ, PATRICK	AUG 2012	1	100-52200-154	114.00	
								114.00	
		Total 73639:							114.00
08/12	08/23/2012	73640	6704	WISCONSIN PHYSICIANS SERV	12-0492	1	100-13115	87.87	
								87.87	
		Total 73640:							87.87
08/12	08/23/2012	73642	6709	GETHSEMANE LUTHERAN CHU	08232012	1	100-46733-55	114.00	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
		Total 73642:						114.00
08/12	08/29/2012	73645	43	PETTY CASH	08-29-2012	7	100-51400-310	97.18
		Total 73645:						97.18
08/12	08/29/2012	73647	3568	WHITEWATER POLICE DEPT	TRANS BAL	1	100-34203	.00 V
		Total 73647:						.00
08/12	08/29/2012	73648	3568	WHITEWATER POLICE DEPT	08-29-2012	3	100-52100-220	1,701.53
		Total 73648:						1,701.53
08/12	08/30/2012	73652	1312	CARDMEMBER SERVICE	Aug 2012 CC	71	100-51200-340	11,501.01
		Total 73652:						11,501.01
08/12	08/30/2012	73654	3921	EAST TROY POLICE DEPARTM	12-1769C	1	100-45114-52	113.80
		Total 73654:						113.80
08/12	08/30/2012	73655	572	FEDEX	7-993-88298	1	100-51400-310	59.51
		Total 73655:						59.51
08/12	08/30/2012	73657	3305	JOHN E REID & ASSOCIATES IN	131901	1	100-52110-154	1,190.00
		Total 73657:						1,190.00
08/12	08/30/2012	73658	756	KOLB, NEAL	08-27-2012	1	100-52110-118	284.79
		Total 73658:						284.79
08/12	08/30/2012	73659	6717	LAKE GENEVA POLICE DEPT	P342357	1	100-45114-52	178.00
		Total 73659:						178.00
08/12	08/30/2012	73660	6311	LEQUIRE, DUSTIN	AUG 2012	1	100-52200-154	141.00
		Total 73660:						141.00
08/12	08/30/2012	73661	6224	MEYER, DAN	AUG 2012	1	100-52110-154	41.03
		Total 73661:						41.03
08/12	08/30/2012	73662	2274	MUNICIPAL COURT FUND	08-23/08-30-	3	100-45110-52	551.00
		Total 73662:						551.00
08/12	08/30/2012	73663	195	REGISTRATION FEE TRUST	12 SUSP 08-	1	100-52140-360	60.00
		Total 73663:						60.00
08/12	08/30/2012	73664	1418	REIF, SHAWN	AUG 2012	1	100-52110-154	31.22

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
								<u>31.22</u>
		Total 73664:						
08/12	08/30/2012	73665	581	ROCHA SR, RAMON	08-22-2012	1	100-51200-219	<u>25.52</u>
		Total 73665:						<u>25.52</u>
08/12	08/30/2012	73666	5700	SAHR, ANGELA	AUG 2012	1	100-52100-154	<u>9.44</u>
		Total 73666:						<u>9.44</u>
08/12	08/30/2012	73667	6710	SHEARER, F DONALD	Multiple	1	100-13115	<u>172.01</u>
		Total 73667:						<u>172.01</u>
08/12	08/30/2012	73668	5956	STETTNER, BRENTON	AUG 2012	1	100-52200-154	<u>201.00</u>
		Total 73668:						<u>201.00</u>
08/12	08/30/2012	73669	3025	SWARTZ, CATHLEEN	AUG 2012	1	100-52100-154	<u>10.00</u>
		Total 73669:						<u>10.00</u>
08/12	08/30/2012	73670	6711	TURNER, DORETHY	11-0789C	1	100-13115	<u>105.40</u>
		Total 73670:						<u>105.40</u>
08/12	08/30/2012	73672	6712	ZWITTER, AMBER	10-0456	1	100-13115	<u>190.20</u>
		Total 73672:						<u>190.20</u>
08/12	08/30/2012	73673	6276	JOHN DEERE FINANCIAL	Multiple	1	100-53230-352	<u>669.00</u>
		Total 73673:						<u>669.00</u>
		Total 100:						<u>92,449.44</u>
<b>200</b>								
08/12	08/16/2012	73584	1417	LUCKETT, R. ALAN	JULY-AUG 2	1	200-55110-330	<u>16.00</u>
		Total 73584:						<u>16.00</u>
		Total 200:						<u>16.00</u>
<b>220</b>								
08/12	08/02/2012	73314	2915	IRVIN L YOUNG MEMORIAL LIB	JULY 2012	2	220-55110-342	<u>50.87</u>
		Total 73314:						<u>50.87</u>
08/12	08/02/2012	73318	6046	OFFICE COPYING EQUIPMENT	C262101	1	220-55110-242	<u>204.97</u>
		Total 73318:						<u>204.97</u>
08/12	08/02/2012	73320	3799	STRAND'S ON THE FLOOR	CG200145	1	220-55110-227	<u>2,835.75</u>

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
								2,835.75
		Total 73320:						
08/12	08/02/2012	73324	25	WE ENERGIES	07-21-2012	1	220-55110-227	46.52
		Total 73324:						46.52
08/12	08/09/2012	73467	6698	GAY, DANNELLE	08-06-2012	1	220-55110-341	100.00
		Total 73467:						100.00
08/12	08/09/2012	73484	234	U S POSTAL SERVICE	AUG 2012	1	220-55110-313	540.00
		Total 73484:						540.00
08/12	08/16/2012	73562	6380	AT&T	414Z910006	1	220-55110-225	223.60
		Total 73562:						223.60
08/12	08/16/2012	73600	25	WE ENERGIES	08-20-2012	2	220-55110-227	193.21
		Total 73600:						193.21
08/12	08/17/2012	73602	5928	AMERICAN INDUSTRIAL LEASI	313694	1	220-55110-242	353.25
		Total 73602:						353.25
08/12	08/17/2012	73603	95	BAKER & TAYLOR BOOKS	Multiple	1	220-55110-326	3,399.11
		Total 73603:						3,399.11
08/12	08/17/2012	73604	1833	BAKER & TAYLOR ENTERTAIN	Multiple	1	220-55110-326	1,184.62
		Total 73604:						1,184.62
08/12	08/17/2012	73605	1998	BLOOM, CATHY	n/a	1	220-55110-342	91.81
		Total 73605:						91.81
08/12	08/17/2012	73606	6698	GAY, DANNELLE	n/a	1	220-55110-341	.00 V
		Total 73606:						.00
08/12	08/17/2012	73607	1920	GMA PRINTING INC	R040440	1	220-55110-310	513.34
		Total 73607:						513.34
08/12	08/17/2012	73608	6235	HIGHSMITH LLC	4678877	1	220-55110-310	47.00
		Total 73608:						47.00
08/12	08/17/2012	73609	4591	MORGAN BIRGE & ASSOCIATE	MC0045396	1	220-55110-225	89.00
		Total 73609:						89.00
08/12	08/17/2012	73610	6303	NADA USED CAR GUIDE	344400	1	220-55110-321	98.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
								98.00
		Total 73610:						98.00
08/12	08/17/2012	73611	6046	OFFICE COPYING EQUIPMENT	C263491	1	220-55110-242	146.58
		Total 73611:						146.58
08/12	08/17/2012	73612	1840	OMNIGRAPHICS INC	106803-2302	1	220-55110-321	81.85
		Total 73612:						81.85
08/12	08/17/2012	73613	2000	PENWORTHY CO, THE	529660	1	220-55110-323	241.45
		Total 73613:						241.45
08/12	08/17/2012	73614	1547	PONTEL, SHERRY	n/a	1	220-55110-330	36.08
		Total 73614:						36.08
08/12	08/17/2012	73615	445	QUILL CORPORATION	Multiple	1	220-55110-310	257.14
		Total 73615:						257.14
08/12	08/17/2012	73616	1924	RANDOM HOUSE INC	1084727847	1	220-55110-326	232.49
		Total 73616:						232.49
08/12	08/17/2012	73617	1843	RECORDED BOOKS LLC	Multiple	1	220-55110-326	575.80
		Total 73617:						575.80
08/12	08/17/2012	73618	4475	TECHNOLOGY ASSURANCE C	1820	1	220-55110-218	1,200.00
		Total 73618:						1,200.00
08/12	08/17/2012	73619	2019	UNIQUE BOOKS INC	Multiple	1	220-55110-321	86.62
		Total 73619:						86.62
08/12	08/17/2012	73620	4630	UNIQUE MANAGEMENT SVC IN	225688	1	220-55110-319	26.85
		Total 73620:						26.85
08/12	08/17/2012	73621	1887	VALUE LINE PUBLISHING INC	n/a	1	220-55110-324	898.00
		Total 73621:						898.00
08/12	08/21/2012	73622	6708	NIEBUHR, GARY WARREN	8/23/12	1	220-55110-154	468.00
		Total 73622:						468.00
		Total 220:						14,221.91
<b>295</b>								
08/12	08/30/2012	73649	3568	WHITEWATER POLICE DEPT	CR PREV TR	2	295-11103	.00 V

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
Total 73649:								.00
08/12	08/30/2012	73650	3568	WHITEWATER POLICE DEPT	CR PREV TR	3	295-11103	4,297.66
Total 73650:								4,297.66
Total 295:								4,297.66
<b>300</b>								
08/12	08/02/2012	73304	5770	ASSOCIATED TRUST COMPAN	07-26-2012	5	300-58000-672	80,608.81
Total 73304:								80,608.81
08/12	08/24/2012	73643	222	FIRST CITIZENS STATE BANK	DEBT SVC S	7	300-58000-663	1,286,018.75
Total 73643:								1,286,018.75
Total 300:								1,366,627.56
<b>440</b>								
08/12	08/02/2012	73310	3644	DLK ENTERPRISES INC	2ND Q RENT	1	440-48200-57	1,800.00
Total 73310:								1,800.00
08/12	08/16/2012	73576	1438	FRANK BROS INC	52992	1	440-57663-836	96,132.00
Total 73576:								96,132.00
Total 440:								97,932.00
<b>450</b>								
08/12	08/09/2012	73465	5589	FOREST LANDSCAPING & CON	2-2012 PYM	4	450-57500-860	179,798.94
Total 73465:								179,798.94
Total 450:								179,798.94
<b>610</b>								
08/12	08/02/2012	73311	6694	FISCHER, TRACY	07-20-2012	1	610-46461-61	36.40
Total 73311:								36.40
08/12	08/02/2012	73313	6693	HENIKA, MIKE	07-30-2012	1	610-46461-61	7.95
Total 73313:								7.95
08/12	08/09/2012	73479	6696	STETTLER, DALE	08-03-2012	2	610-46461-61	75.93
Total 73479:								75.93
08/12	08/09/2012	73486	25	WE ENERGIES	08-18-2012	11	610-61620-220	48,161.83
Total 73486:								48,161.83
08/12	08/16/2012	73598	5510	TINCHER REALTY INC	08-15-2012	1	610-46461-61	30.27

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
		Total 73598:						30.27
08/12	08/23/2012	73628	6247	KEENER, RASHELLE	AUG 2012	1	610-46461-61	54.37
		Total 73628:						54.37
08/12	08/23/2012	73633	6705	MORITZ, JEREMY	AUG 2012	1	610-46461-61	61.45
		Total 73633:						61.45
08/12	08/23/2012	73636	6635	WALTON RENTALS	AUG 2012	1	610-46461-61	28.64
		Total 73636:						28.64
08/12	08/23/2012	73641	6706	WYCKLENDT, MEGAN	AUG 2012	1	610-46461-61	33.42
		Total 73641:						33.42
08/12	08/30/2012	73651	6380	AT&T	262R421003	2	610-61921-310	1,543.28
		Total 73651:						1,543.28
		Total 610:						50,033.54
<b>620</b>								
08/12	08/02/2012	73306	1312	CARDMEMBER SERVICE	08022012	56	620-62890-357	8,238.04
		Total 73306:						8,238.04
08/12	08/02/2012	73323	1507	WALMART COMMUNITY	08-02-2012	12	620-62870-340	1,290.26
		Total 73323:						1,290.26
08/12	08/09/2012	73464	6333	E&N HUGHES CO INC	1-2012 08-07	1	620-62810-820	195,761.27
		Total 73464:						195,761.27
08/12	08/16/2012	73601	24	WINCHESTER HARDWARE INC	08-16-2012	10	620-62870-295	1,189.04
		Total 73601:						1,189.04
08/12	08/23/2012	73627	60	HOME LUMBER CO	07-31-2012	4	620-62830-354	761.13
		Total 73627:						761.13
08/12	08/23/2012	73637	25	WE ENERGIES	09-01-2012	4	620-62840-224	8,021.85
		Total 73637:						8,021.85
08/12	08/30/2012	73653	21	CARQUEST AUTO PARTS	AUG 2012	5	620-62850-357	483.27
		Total 73653:						483.27
08/12	08/30/2012	73671	1507	WALMART COMMUNITY	Aug 2012 CC	15	620-62840-340	1,088.33

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount
Total 73671:								1,088.33
Total 620:								216,833.19
<b>630</b>								
08/12	08/28/2012	73644	2003	CIVIC SYSTEMS LLC	CVC9638	4	630-63300-352	7,767.00
Total 73644:								7,767.00
08/12	08/29/2012	73646	5043	US POSTAL SERVICE	08292012	3	630-63300-310	626.64
Total 73646:								626.64
08/12	08/30/2012	73656	6276	JOHN DEERE FINANCIAL	Multiple	1	630-63310-353	918.90
Total 73656:								918.90
Total 630:								9,312.54
<b>900</b>								
08/12	08/16/2012	73585	4196	MAILFINANCE INC	H3284361	10	900-56500-311	551.88
Total 73585:								551.88
Total 900:								551.88
<b>920</b>								
08/12	08/09/2012	73461	6380	AT&T	Multiple	4	920-56500-225	1,611.60
Total 73461:								1,611.60
08/12	08/16/2012	73572	1	DEPT OF UTILITIES	07-2012	30	920-56500-221	2,614.05
Total 73572:								2,614.05
08/12	08/23/2012	73624	6222	DIRECT TV INC	1844548584	1	920-56500-226	103.94
Total 73624:								103.94
Total 920:								4,329.59
Grand Totals:								2,036,404.25

Report Criteria:

Report type: Summary

Check.Check number = 73303-73325,73459-73490,73562-76601,73602-73621,73622,73623-73642,73643,73645-73646,73648,73650-73652

**City of Whitewater**  
**Parks and Recreation Board Minutes**  
**Monday, August 6, 2012 - 4:00pm**  
Cravath Lakefront Room - 2nd Floor, Whitewater Municipal Building  
312 W. Whitewater St. Whitewater, WI 53190

**Call to Order and Roll Call**

Nathan Jaeger, Kim Gosh, Bruce Parker, Rachel Deporter, Teri Smith, and Ken Kidd Absent: Brandon Knedler, Jen Kaina.

Staff: Matt Amundson, Deb Weberpal, Chuck Nass

Guests: None

**Consent Agenda:**

CA-A Approval of Parks and Recreation Board minutes of July 2, 2012

CA-B Receipt and acknowledgement of Urban Forestry Commission minutes of June 26, 2012

No items to be removed from consent agenda. Kidd moved to accept the consent agenda. Second by Smith. Ayes: Jaeger, Parker, Kidd, Smith, Deporter, and Gosh. Noes: None. Abstain: None. Absent: Knedler, Kaina. Motion passed.

**Hearing of Citizen Comments:**

No formal action will be taken during this meeting, although issues raised may become part of a future agenda. Participants are allotted a 3 minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those issues as designated in the agenda.

There were no public comments

**Staff Reports:**

**Parks & Recreation Director**

- Youth Baseball & Softball –Season has concluded. The Quad County Board will be looking at sportsmanship at the season review meeting in August.
- Youth Football – 92 were registered as of the deadline. Now have 165 registered in the tackle program. All late registrations paid \$20 extra. Working to get people signed up earlier to assist with equipment ordering.
- Treyton’s Field of Dreams – The turf down payment was approved by City Council. Tentatively the group may be the main food stand for Pig in the Park.
- Oak Savannah – Included in your packet is DNR information on the Oak Savannah, requested by Teri Smith.

**Senior Coordinator**

- Senior Center Month-September is Senior Center Month and Active Aging Week. There will be a lot of events and new classes.
- Pickleball Update-Pickleball will begin in September. Several seniors have volunteered to supervise and instruct. The activity will take place in the Trippe Lake parking lot. Chuck Nass’ crew will paint the lines.
- WASC Fall Conference-Weberpal will be attending a statewide Aging Network conference in September.
- Storage Project-Thanks to Dwight Slocum and Klye Cromos for constructing the storage closet and working around our activity schedule. The fitness group is very happy to have the additional storage for their equipment.

**Discussion and possible action regarding Emerald Ash Borer problems**

Nass referred to the memo. Walworth County is now under quarantine and no hardwood can be taken out of the county. 13% of the terrace trees in the city are ash. The cost to combat the emerald ash borer is approximately \$10,000 per year for the life of the trees. Shadow planting would plant a young tree near a tree in decline so when the tree dies, there is decent canopy to replace it. Nass and the park board prefer this method of control. There is an Emerald Ash Borer plan on the city website. Nass will present to city council tomorrow night.

**Action on Park Development Fund improvement projects for 2012**

Amundson referred to the memo and the addition of Expenses in the Parkland Development Fund for 2012. Proposed funds added were the comprehensive Bike Plan Update- \$5,000, the Starin Park North Diamond Improvements (dugouts) - \$3000, and Wood fiber surfacing for the Starin Playground- \$4500. Also proposed putting the Minneiska Playground on hold because of the subdivisions' proximity to the park at Trippe Lake. The Trippe Lake Accessible fishing pier/dock should be a priority. Kidd moved to approve the 2012 Park Development fund expenses. Second by Smith. Ayes: Jaeger, Parker, Kidd, Smith, Deporter, and Gosh. Noes: None. Abstain: None. Absent: Knedler, Kaina. Motion passed.

**Action on request for free facility use by AWANA**

Amundson commented the group would like to use a city facility from 4:00 – 6:00 pm or 6:00 – 8:00 pm. There was much discussion on where they fall in the rental policy. Kidd moved to place AWANA in Group 1 of the rental policy until the policy changes. Second by Parker. Ayes: Jaeger, Parker, Kidd, Deporter, and Gosh. Noes: Smith. Abstain: None. Absent: Knedler, Kaina. Motion passed.

**Action on facility rental & reservation policy to include reservation of parks**

Amundson referred to the memo packet with the proposed changes and additions in red. Kidd moved to accept the additions and revisions to the rental policy. Second by Deporter. Ayes: Jaeger, Parker, Kidd, Smith, Deporter, and Gosh. Noes: None. Abstain: None. Absent: Knedler, Kaina. Motion passed.

**Action on geese management plan**

Amundson referred to the memo and discussed the four management objectives. The fall application of the Chemical deterrent of food sources will cost approximately \$300 - \$400 and will not harm children or pet. Kidd moved to accept the Geese management plan and the use of the chemical deterrent pending safety compliance. Second by Smith. Ayes: Jaeger, Parker, Kidd, Smith, Deporter, and Gosh. Noes: None. Abstain: None. Absent: Knedler, Kaina. Motion passed.

A motion to adjourn was made at 5:50 pm. Motion by Parker. Second by Smith. Affirmed by voice vote.

**Next meeting: Monday September 10 at 5:00 pm**

Respectfully submitted,



Debra Weberpal

**Irvin L. Young Memorial Library**  
**431 W Center St. Whitewater WI 53190**  
**Minutes of Board of Trustees Regular Meeting**  
**Monday, July 9, 2012, 6:30 pm**

Present: Richard Helmick, Sharon Knight, Donna Nosek, Rose Mary Leaver (sec.), Jim Winship

Absent: Julie Caldwell, Vicki Santacroce

Administrative Staff Present: Stacey Lunsford, Diane Jaroch, Cathy Bloom

1. President Nosek called the meeting to order at 6:35 p.m.
2. The consent agenda was approved as presented.
3. Circulation, service, and Mango statistics reports for June 2012 were acknowledged. The board discussed ways to further publicize the Mango language learning program. (Winship/Leaver) Ayes: Helmick, Knight, Nosek, Winship, Leaver. Noes: None.
4. The treasurer's report for June 2012 was acknowledged. (Leaver/Winship) Ayes: Helmick, Knight, Nosek, Winship, Leaver. Noes: None.
5. Citizen input regarding matters not on agenda: None.
6. OLD BUSINESS
  - a) Library Building Expansion Project Discussion: Anders Dahlgren will be asked to reduce the space requirements across the board by 10%.
  - b) Council and Community Communications: Stacey will report to Council on the revised building program statement when it is available.
  - c) Strategic Planning Process 2012: The board reviewed the "Planning to Plan" document on developing a strategic plan for library services and expansion. Richard Helmick agreed to serve as liaison to the committee. The board discussed engaging an outside consultant (if needed) to lead the process.
  - d) Six-month review of progress toward annual objectives was discussed.
7. NEW BUSINESS a) Review of Meeting Room policy: The policy was reviewed and approved. (Helmick/Winship) Ayes: Knight, Nosek, Winship, Helmick, Leaver. Noes: None.
8. DIRECTOR'S REPORT

We have turned in our initial design information to Piper Mountain Webs and they will be sending us a draft web page to look at shortly.
9. ADULT SERVICES REPORT (Jaroch): Ninety participants in the Adult Summer Reading Program have read 157 books to date.

10. YOUTH SERVICES REPORT: Summer Reading Program (Bloom)

This year's Summer Reading Program is going well. Here's a breakdown of the various activities: *Preschool through Children entering 4th grade this coming fall*: Reading Program – We are slightly down this year by about 25 registrants. I'm looking into doing an online registration next year which will hopefully encourage more children to participate. Storytime attendance is great. We do have fewer volunteers who signed up to read with the children. Last year, there were about 3 per session. This year there is one per session. Tuesdays @ 2:00: This weekly program offers games, activities, crafts, and snacks. Attendance is similar to last year, and we have about the same number of volunteers.

*Weekly performers*: I switched from Lakeshores Storywagon performers to finding performers on my own. I also added a few Thursday performances instead of all Wednesday performances. I don't know why but last year we usually had between 50 – 65 people attending. So far we have easily double the attendance per week. The Bubble Guy drew 180 people. *YA - children entering 5th grade this coming fall*: YA Gaming Night – We had a good turnout for this event and most everyone stayed for the entire evening.

Battle of the Books – Signup for the Battle of the Books is down this year. We usually have 3 – 5 teams but this year we have 3 teams. I have received emails from other youth services librarians who have only 1 team each. YA volunteers: We seem to have fewer volunteers this year but on the bright side, those that we have are very dedicated.

11. Board member reports: none.
12. Board member requests for future agenda items: none.
13. The next regular meeting will be on September 10, 6:30 pm
14. The meeting was adjourned at 8:10 p.m.

*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: \_\_\_\_\_ ITEM: \_\_\_\_\_

PRESENTER: \_\_\_\_\_

PREVIOUS ACTION, IF ANY: \_\_\_\_\_

SUMMARY OF ITEM BEING PRESENTED:

BUDGET IMPACT, IF ANY:

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY:

STAFF RECOMMENDATION:

RECOMMENDED MOTION:

ATTACHMENT(S) INCLUDED (If none, please state that)

FOR MORE INFORMATION CONTACT:

# *City of Whitewater - Municipal Building Rooftop Unit Report*



City of Whitewater  
312 W. Whitewater St.  
Whitewater, WI 53190

Phone: 262-473-0122  
E-mail: [mamundson@whitewater-wi.gov](mailto:mamundson@whitewater-wi.gov)

*Use our energy to save yours®*

August 28<sup>th</sup>, 2012

City of Whitewater  
312 W. Whitewater St.  
Whitewater, WI 53190

Attention: Matt Amundson

North American Mechanical, Inc. is pleased to present the following report on the Rooftop Units serving the Municipal Building. The findings contained in this report are based in large part by results of the inspection performed by a NAMI technician at the request of the City of Whitewater.

NAMI worked hard to provide accurate information on the condition of your Rooftop Units, and hopes that this report will be helpful in managing your building comfort equipment, and as the City of Whitewater plans for the future.

NAMI appreciates the opportunity to provide HVAC services for the City of Whitewater. We take pride in providing you top-level dedication to workmanship, response time, and business relations, while providing organization wide support. NAMI's solid understanding of your building systems and the importance of making informed decisions regarding the operation of your buildings are reflected in our commitment to meet or exceed your expectations.

North American Mechanical, Inc. looks forward to continuing our partnership with the City of Whitewater. We sincerely believe our HVAC services will provide added value for your building needs.

Sincerely,



Brad Davenport  
North American Mechanical, Inc.

Use our **energy** to save yours®



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<b><i>Repair Options &amp; Pricing</i></b>	<b>10</b>
<b><i>Expected Effects of Repairs</i></b>	<b>11</b>
<b><i>Replacement Options &amp; Pricing</i></b>	<b>12</b>
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*Description of Services Performed by NAMI*

At the request of the City of Whitewater, NAMI sent one of our most experienced technicians (Josh) to inspect the Rooftop Units currently serving the City of Whitewater Municipal Building. Our technician was tasked with inspecting the Rooftop Units for the following:

1. Overall condition of units.
2. Current condition of major parts.
3. Items in need of repair.
4. Other operational issues.



In order to complete the above tasks, Josh spent the day of Tuesday August 14<sup>th</sup> at the Whitewater Municipal Building inspecting the three primary Rooftop Units. Copies of Josh's work order and RTU Readings can be found on the attached pages and will detail the specific readings Josh took while inspecting the Rooftop Units. In addition to these readings Josh visually inspected the condenser coils, took oil samples, and assessed the overall condition of the Rooftop Units.

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	6135 North American Lane Deforest, WI 53532 (608)-241-2665 Fax:(608)-240-8965 E-mail: service@naminc.com	Work Order # B20806013 Date: 8.14.12
	Quality People - Building Solutions	<b>WORK TO BE PERFORMED:</b> <input type="checkbox"/> A/C <input type="checkbox"/> P/M <input type="checkbox"/> HTG <input type="checkbox"/> Warranty <input type="checkbox"/> Controls <input checked="" type="checkbox"/> Other

Job Name: Whitewater Municipal Building	Location:
Street:	Phone:
City:                      State:	Zip:

**DESCRIPTION OF WORK PERFORMED:**

- Checked RTU'S A, B, C, some circuit were unloaded & had to run each circuit individually
- RTU-B Controls did not seem bring on 2nd Compressor quick enough supply would be over 75 degs before bring on then shut down under 65 degs
- RTU-A ODA Damper was commanded open 100%
- RTU-C Blower motor bearings are starting to go, have howling sound
- All Condenser coils are in very poor shape

<b>RECOMMENDATIONS:</b>	<b>LABOR</b>
<input type="checkbox"/> SEE RECOMMENDED REPAIRS ATTACHED BELOW	Date: 8.14.12
	Start: 8:00 AM
	Finish: 4:30 PM

Make:	Unit#	Date:			
Model #	Location:	Start:			
Serial #	Type:	Finish:			
QTY	Part # and Description of Parts Used	Code/PO#	Total	Misc. Charge	Date:
				NITROGEN @	Start:
				\$37.50	Finish:
				BRAZING @	Date:
				\$25.00	Start:
				VACUUM PUMP @	Finish:
				\$37.50	Reg. Labor Hrs:
				TRUCK CHARGE @	OT Labor Hrs:
				\$30.00	Labor Total:
				COMB. ANALYSIS @	Material Total:
				\$55.00	Subtotal:
				OIL/WATER SAMPLE @	Tax:
				\$75.00	Total:

CUSTOMER SIGNATURE: _____ Date: _____ CUSTOMER PO# _____ TECHNICIAN'S NAME: <u>Joshua Davis</u>		<b>JOB STATUS</b> <input type="checkbox"/> Incomplete <input checked="" type="checkbox"/> Complete
---	--	--

INTEREST APPLIED TO INVOICES OVER 30 DAYS 1.3 % MONTHLY

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Page1**A/C Maintenance Readings (Rooftop Unit)**

Unit Name/Number:	RTU-A	RTU-B	RTU-C
<b>Make:</b>	Carrier	Carrier	Carrier
<b>Model:</b>	48EKD044—	48EKD038—	48EKD024
<b>Serial:</b>	1397F62783	1397F62764	1397F62781
<b>General</b>			
Outside Air Temp.	82 degs	79 degs	84 degs
Unit Primary Voltage	210, 209, 208	209, 209, 208	210 All
Unit Secondary Voltage	28.5	28.3	27.3
<b>Circuit 1</b>			
Compressor Amps	67, 69, 69	53, 54, 54	32.8, 34.8, 34
Compressor Meg Ohms	>1000	1000	1000
Compressor Oil Pressure	85 psi	90 psi	No Tap
Head Pressure	270	240	225
Suction Pressure	60	64	85
Liquid Line Temperature	101 degs	93.5 degs	102 degs
Subcooling	N/A	N/A	N/A
Superheat	26 degs	22 degs	25 degs
Contactors	Checked	Checked	Replace
Comp. Oil level	Checked	Checked	Checked
Comp Oil Sample	Taken	Taken	No Tap
<b>Circuit 2</b>			
Compressor Amps	64.7, 65, 67	57, 57, 59	22.8, 21.8, 22.3
Compressor Meg Ohms	1000	400	400
Compressor Oil Pressure	100 psi	96 psi	89 psi
Head Pressure	290	300	225
Suction Pressure	71	73	68
Liquid Line Temperature	111 degs	103 degs	108 degs
Subcooling	N/A	n/a	
Superheat	24 degs	17 degs	30 degs
Contactors	Checked	checked	Checked
Comp. Oil level	Checked	checked	Checked
Comp Oil Sample	Taken	Taken	Taken
<b>Fan Section</b>			
Motor Bearings (Chk. & Lube)	Checked	Checked	Replace
Blower Bearings (Chk. & Lube)	Checked	Checked	Checked
Evap Condition	Clean	Clean	Clean
Cond. Condition	Bent	Bent	Bent

## Findings

The following major parts appear to be in good condition:

### RTU-A

1. Compressors appear to be in good condition.
2. Evaporator fan motor appears to be in good condition.
3. Evaporator Coil in fair condition.
4. Blowers in good condition.
5. Condenser fan motors in fair condition.
6. Unable to fully inspect heat exchanger - appears okay through limited visual inspection.

### RTU-B

1. Compressors appear to be in good condition.
2. Evaporator fan motor appears to be in good condition.
3. Evaporator Coil in fair condition.
4. Blowers in good condition.
5. Condenser fan motors in fair condition.
6. Unable to fully inspect heat exchanger - appears okay through limited visual inspection.

### RTU-C

1. Compressors appear to be in good condition.
2. Evaporator Coil in fair condition.
3. Blowers in good condition.
4. Condenser fan motors in fair condition.
5. Unable to fully inspect heat exchanger - appears okay through limited visual inspection.

The following items are a brief description of the issues found while inspecting the units. Josh's listing of recommended repairs can be found on the following page.

### All RTUs

1. The condenser coils for all three units are badly damaged. It appears this was caused by the coils being pressure washed in a previous attempt to clean them. The damage to these coils reduces the Rooftop Unit's efficiency, can leave the unit struggling to keep up in warm weather conditions, and reduces the life expectancy of the unit. Pictures of the condenser coils can be found on page 9. The dark areas are okay, the shiny silver areas are damaged/flattened fins.
2. Josh noticed several Building Automated System (BAS) control issues. Both RTU-A and RTU-B have noticeable BAS control issues that are negatively affecting the operation of these units. Controls for RTU-A are commanding the outdoor air damper to open 100%. Controls for RTU-B do not appear to be calling for Compressor 2 to come on soon enough.
3. Compressor oil is in decent shape, but since most of the oil is original to the units, it may make sense to replace compressor oil if combined with other repairs.

### RTU-B

1. The belt for RTU-B needs to be replaced, and the evaporator fan motor sheaves need to be aligned. These are minor repairs, but are important for overall unit operations.

### RTU-C

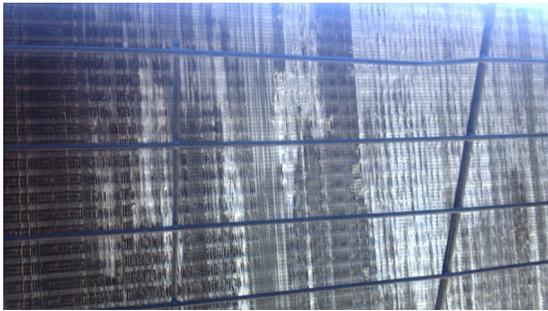
1. The evaporator fan motor for RTU-C needs to be replaced.
2. One contactor needs to be replaced for RTU-C

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RECOMMENDED REPAIRS FOLLOW-UP			
		Job Name: Whitewater Municipal Building	
		Work Order # B20806013	
		Street:	Date: 8.14.12
		City:	Technician: Joshua Davis
		State:      Zip:	Notes:
Location:			
<b>1</b>	Unit #: Controls	<b>DESCRIPTION OF WORK TO BE PERFORMED</b>	
	Make:	Trouble shoot RTU-A ODA damper & RTU-A Compressor staging	
	Model:		
	Serial:		
	Type:		
Unit/Parts Under Warranty?		Customer Price:	
<b>2</b>	Unit #: RTU-C	<b>DESCRIPTION OF WORK TO BE PERFORMED</b>	
	Make:	Replace Evap. Fan motor 15 hp, Replace Compressor 1 Contactor 3p, 75 FLA, 120v coil	
	Model:		
	Serial:		
	Type:		
Unit/Parts Under Warranty?		Customer Price:	
<b>3</b>	Unit #: RTU-A, B, C	<b>DESCRIPTION OF WORK TO BE PERFORMED</b>	
	Make:	Price replacing Condenser coils versus units, & Replacing Compressor Oil	
	Model:		
	Serial:		
	Type:		
Unit/Parts Under Warranty?		Customer Price:	
<b>4</b>	Unit #: RTU-B	<b>DESCRIPTION OF WORK TO BE PERFORMED</b>	
	Make:	Replace belt (on site) & align sheaves	
	Model:		
	Serial:		
	Type:		
Unit/Parts Under Warranty?		Customer Price:	
<b>5</b>	Unit #:	<b>DESCRIPTION OF WORK TO BE PERFORMED</b>	
	Make:		
	Model:		
	Serial:		
	Type:		
Unit/Parts Under Warranty?		Customer Price:	
OFFICE FOLLOW-UP			
Service technician did/will follow up with customer			
Please have NAMI office personnel follow up with the customer			
Customer would like NAMI representative to call about:			
	PM	_____	
	Retrofit	_____	
	Quoted Work	_____	

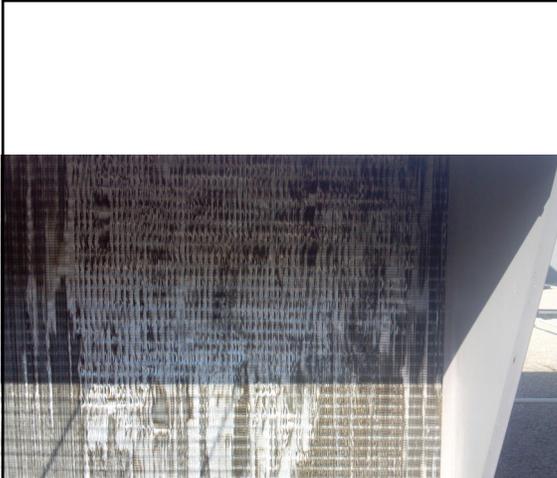
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RTU-A Condenser Coils



RTU-B Condenser Coils



RTU-C Condenser Coils

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**Repair Options & Pricing**

Listed below are the repair options for your Rooftop Units and pricing to complete the repairs.

**1. Troubleshoot & Repair Carrier DDC System:**

North American Mechanical, Inc. has a controls division, but is a dealer of Andover Controls and does not have the access needed to fully troubleshoot and reprogram a Carrier DDC System. The City of Whitewater should contact their controls contractor to go through controls system. If the City of Whitewater does not have a Carrier controls contractor, NAMI can help coordinate or provide contact information for a Carrier controls vendor.

**2. Replace Evaporator Fan Motor & Compressor 1 Contactor (RTU-C):**

North American Mechanical, Inc. will perform the above stated repairs for an amount **Not To Exceed**.....\$6,500.00

**3. Replace Condenser Coils & Replace Compressor Oil:**

North American Mechanical, Inc will perform the above stated repairs for RTU-A for a **total amount of** .....\$23,565.00  
 North American Mechanical, Inc will perform the above stated repairs for RTU-B for a **total amount of** .....\$23,565.00  
 North American Mechanical, Inc will perform the above stated repairs for RTU-C for a **total amount of** .....\$17,255.00

North American Mechanical, Inc will perform the above stated repairs for ALL (3) RTUs for a **total amount of** .....\$59,845.00

- Pricing for ALL (3) RTUs assumes repair for all three units will be completed at same time.

**4. Replace belt (on site) & align motor sheaves (RTU-B):**

There would be no additional cost associated with this repair if some/all of the above repairs are completed by NAMI. If NAMI is not selected to complete some/all of the above repairs we could do this on a T&M basis, or the City of Whitewater could contact their current maintenance contractor as replacement of belts is generally included in a preventative maintenance agreements.

**Notes:**

1. RTU-A & RTU-B each have (2) Condenser Coil sections. Price above includes replacement of both sections at once.
2. If requested, NAMI will be happy to assist the City of Whitewater in finding a Carrier DDC vendor that will be able to troubleshoot and repair control issues. NAMI will also be happy to speak with controls contractor regarding the specific issues we found while inspecting the rooftop units.

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***Expected Effect of Repairs***

**Below are the expected effects of the recommended repairs:**

**1. Troubleshoot & Repair Carrier DDC System**

Repairing the controls system will help the Rooftop Units to run more effectively, efficiently, and will give you more control over the temperature inside the building. Repairs to this system will also help prolong the life of these units.

**2. Replace Evaporator Fan Motor & Compressor 1 Contactor**

Replacing the Evaporator Fan Motor and Compressor Contactor will ensure proper unit operation. If these items are not replaced RTU-C will not function properly.

**3. Replace Condenser Coils and Compressor Oil**

Damaged Condenser Coils reduce the efficiency of the RTU and put added stress on the unit. Replacing the Condenser Coils will help the units run more efficiently, cool the air more effectively, and will prolong the life of the Rooftop Units. Replacing the compressor oil will prolong the life of the compressors, and it will cost less to replace the oil while simultaneously replacing Condenser Coils than it would as a standalone repair.

**4. Replace Belt & Align Motor Sheaves (RTU-B)**

Replacing the evaporator fan motor belt and aligning the motor sheaves will ensure proper operation of the fan and blower sections of RTU-B. These repairs will help prevent more serious issues.

**Notes**

- 1. If the City of Whitewater wants to improve the building climate issues that led to this inspection and report, completing some or all of the listed repairs or replacement of units will be required.**
- 2. Completion of listed repairs combined with good maintenance are likely to increase the life expectancy of the existing RTUs.**

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**Replacement Options & Budget Pricing**

Below, please find budget pricing for the replacement of each Rooftop Unit individually and an option to replace all three at once:

**1. Replace RTU-A**

North American Mechanical, Inc. will replace RTU-A for a **budgeted price of** .....\$63,675.00

**2. Replace RTU-B**

North American Mechanical, Inc. will replace RTU-B for a **budgeted price of** .....\$63,265.00

**3. Replace RTU-C**

North American Mechanical, Inc. will replace RTU-C for a **budgeted price of** .....\$42,375.00

**4. Replace ALL (3) RTUs (RTU-A, RTU-B, RTU-C)**

North American Mechanical, Inc. will replace RTU-A, B & C at the same time for a **budgeted price of** .....\$165,265.00

**Notes:**

- 1. Prices above are for budget purposes. If replacement of Rooftop Units is desired course of action, NAMI will submit final prices for your review.**
- 2. Budget pricing above uses Carrier direct replacement equipment. If requested, NAMI will price equipment from other manufacturers.**
- 3. If replacement is desired course of action, NAMI would like to complete additional study of current energy usage by City of Whitewater in order to determine potential energy savings.**

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Owning and Operating Costs

37.3

Table 4 Comparison of Service Life Estimates

Equipment Item	Median Service Life, Years		Equipment Item	Median Service Life, Years		Equipment Item	Median Service Life, Years	
	Abramson et al. (2005)	Akalin (1978)		Abramson et al. (2005)	Akalin (1978)		Abramson et al. (2005)	Akalin (1978)
Air Conditioners			Air Terminals			Condensers		
Window unit	N/A*	10	Diffusers, grilles, and registers	N/A*	27	Air-cooled	N/A	20
Residential single or split package	N/A*	15	Induction and fan-coil units	N/A*	20	Evaporative	N/A*	20
Commercial through-the-wall	N/A*	15	VAV and double-duct boxes	N/A*	20	Insulation		
Water-cooled package	>24	15	Air washers	N/A*	17	Molded	N/A*	20
Heat pumps			Ductwork	N/A*	30	Blanket	N/A*	24
Residential air-to-air	N/A*	15 <sup>b</sup>	Dampers	N/A*	20	Pumps		
Commercial air-to-air	N/A*	15	Fans	N/A*		Base-mounted	N/A*	20
Commercial water-to-air	>24	19	Centrifugal	N/A*	25	Pipe-mounted	N/A*	10
Roof-top air conditioners			Axial	N/A*	20	Sump and well	N/A*	10
Single-zone	N/A*	15	Propeller	N/A*	15	Condensate	N/A*	15
Multizone	N/A*	15	Ventilating roof-mounted	N/A*	20	Reciprocating engines	N/A*	20
Boilers, Hot-Water (Steam)			Coils			Steam turbines	N/A*	30
Steel water-tube	>22	24 (30)	DX, water, or steam	N/A*	20	Electric motors	N/A*	18
Steel fire-tube		25 (25)	Electric	N/A*	15	Motor starters	N/A*	17
Cast iron	N/A*	35 (30)	Heat Exchangers			Electric transformers	N/A*	30
Electric	N/A*	15	Shell-and-tube	N/A*	24	Controls		
Burners	N/A*	21	Reciprocating compressors	N/A*	20	Pneumatic	N/A*	20
Furnaces			Packaged Chillers			Electric	N/A*	16
Gas- or oil-fired	N/A*	18	Reciprocating	N/A*	20	Electronic	N/A*	15
Unit heaters			Centrifugal	>25	23	Valve actuators		
Gas or electric	N/A*	13	Absorption	N/A*	23	Hydraulic	N/A*	15
Hot-water or steam	N/A*	20	Cooling Towers			Pneumatic	N/A*	20
Radiant heaters			Galvanized metal	>22	20	Self-contained		10
Electric	N/A*	10	Wood	N/A*	20			
Hot-water or steam	N/A*	25	Ceramic	N/A*	34			

\*N/A: Not enough data yet in Abramson et al. (2005). Note that data from Akalin (1978) for these categories may be outdated and not statistically relevant. Use these data with caution until enough updated data are accumulated in Abramson et al.

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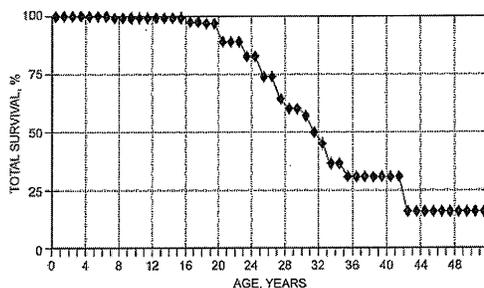


Fig. 1 Survival Curve for Centrifugal Chillers [Based on data in Abramson et al. (2005)]

associations, consortia, or governmental agencies. Because of the proprietary nature of information from some of these sources, the variety of criteria used in compiling the data, and the diverse objectives in disseminating them, extreme care is necessary in comparing service life from different sources. Designs, materials, and components of equipment listed in Tables 3 and 4 have changed over time and may have altered the estimated service lives of those equipment categories. Therefore, establishing equivalent comparisons of service life is important.

As noted, service life is a function of the time when equipment is replaced. Replacement may be for any reason, including, but not limited to, failure, general obsolescence, reduced reliability, excessive maintenance cost, and changed system requirements (e.g., building characteristics, energy prices, environmental considerations).

Service lives shown in the tables are based on the age of the equipment when it was replaced, regardless of the reason it was replaced.

Locations in potentially corrosive environments and unique maintenance variables affect service life. Examples include the following:

- Coastal and marine environments, especially in tropical locations, are characterized by abundant sodium chloride (salt) that is carried by sea spray, mist, or fog.

Many owners require equipment specifications stating that HVAC equipment located along coastal waters will have corrosion-resistant materials or coatings. Design criteria for systems installed under these conditions should be carefully considered.

- Industrial applications provide many challenges to the HVAC designer. It is very important to know if emissions from the industrial plant contain products of combustion from coal, fuel oils, or releases of sulfur oxides (SO<sub>2</sub>, SO<sub>3</sub>) and nitrogen oxides (NO<sub>x</sub>) into the atmosphere. These gases typically accumulate and return to the ground in the form of acid rain or dew.

Not only is it important to know the products being emitted from the industrial plant being designed, but also the adjacent upwind or downwind facilities. HVAC system design for a plant located downwind from a paper mill requires extraordinary corrosion protection or recognition of a reduced service life of the HVAC equipment.

- Urban areas generally have high levels of automotive emissions as well as abundant combustion by-products. Both of these contain elevated sulfur oxide and nitrogen oxide concentrations.

- Maintenance factors also affect life expectancy. The HVAC designer should temper the service life expectancy of equipment with a maintenance factor. To achieve the estimated service life values in Table 3, HVAC equipment must be maintained properly,

*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: 9/18/12 ITEM: Fire Department Contracts

PRESENTER: N/A

PREVIOUS ACTION, IF ANY: \_\_\_\_\_

SUMMARY OF ITEM BEING PRESENTED:

The Fire Department enters into contracts with the townships every 2-3 years. This time, the Fire Department is offering each township two options; they can pay a larger annual fee, or they can pay a smaller annual fee plus a per call fee.

BUDGET IMPACT, IF ANY:

None for City Budgets - these payments go directly to The Fire Department

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY:

None

STAFF RECOMMENDATION:

N/A

RECOMMENDED MOTION:

ATTACHMENT(S) INCLUDED (If none, please state that)

Versions 1 and 2 of contracts for each township

FOR MORE INFORMATION CONTACT:

Don Gregoire, Fire Chief 473-0510

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson Counties, Wisconsin, party of the first part, and the **Town of Cold Spring**, Jefferson County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Cold Spring for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **Thirty-Three Thousand Four Hundred Eighty-Five (\$33,485)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Ten Thousand Three Hundred Fifteen Dollars (\$10,315)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Eleven Thousand One Hundred Forty Dollars (\$11,140)** shall be due and payable October 1, 2013; and the third installment in the sum of **Twelve Thousand Thirty (\$12,030)** shall be due and payable on October 1, 2014.

The Town shall also agree to pay the said Treasurer the sum of the **Nine Hundred Dollars (\$900.00)** for each and every time the Fire Department is dispatched on an emergency call. "Dispatched" shall mean the leaving of one or more of the fire fighting vehicles from the fire department station. The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services, and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.
- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries sustained while in the service of the Township; to carry property damage and liability

insurance, saving both parties hereto harmless from any damages so far as negligent acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.

- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth, and Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson Counties, Wisconsin, party of the first part, and the **Town of Cold Spring**, Jefferson County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Cold Spring for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **Sixty-Five Thousand Eight Hundred Eighty-Five (\$65,885)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Twenty-One Thousand One Hundred Fifteen Dollars (\$21,115)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Twenty-One Thousand Nine Hundred Forty Dollars (\$21,940)** shall be due and payable October 1, 2013; and the third installment in the sum of **Twenty-Two Thousand Eight Hundred Thirty (\$22,830)** shall be due and payable on October 1, 2014.

The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services, and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.
- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries sustained while in the service of the Township; to carry property damage and liability insurance, saving both parties hereto harmless from any damages so far as negligent

acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.

- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth, and Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson Counties, Wisconsin, party of the first part, and the **Town of Johnstown**, Rock County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Johnstown for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **Twenty-Four Thousand Three Hundred Eighty (24,380)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Seven Thousand Five Hundred Dollars (\$7,510)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Eight Thousand One Hundred Ten Dollars (\$8,110)** shall be due and payable October 1, 2013; and the third installment in the sum of **Eight Thousand Seven Hundred Sixty Dollars (\$8,760)** shall be due and payable October 1, 2014.

The Town shall also agree to pay the said Treasurer the sum of the **Nine Hundred Dollars (\$900.00)** for each and every time the Fire Department is dispatched on an emergency call. "Dispatched" shall mean the leaving of one or more of the fire fighting vehicles from the fire department station. The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.
- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries sustained while in the service of the Township; to carry property damage and liability

insurance, saving both parties hereto harmless from any damages so far as negligent acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.

- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson Counties, Wisconsin, party of the first part, and the **Town of Johnstown**, Rock County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Johnstown for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **Thirty-Seven Thousand Eight Hundred Eighty Dollars (\$37,880)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Twelve Thousand Ten Dollars (\$12,010)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Twelve Thousand Six Hundred Ten Dollars (\$12,610)** shall be due and payable October 1, 2013; and the third installment in the sum of **Thirteen Thousand Two Hundred Sixty Dollars (\$13,260)** shall be due and payable October 1, 2014.

The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services, and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.

- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries sustained while in the service of the Township; to carry property damage and liability insurance, saving both parties hereto harmless from any damages so far as negligent acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.
- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson Counties, Wisconsin, party of the first part, and the **Town of Koshkonong**, Jefferson County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Koshkonong for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **Twenty-Four Thousand Three Hundred Eighty Dollars (\$24,380)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Seven Thousand Five Hundred Ten Dollars (\$7,510)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Eight Thousand One Hundred Ten Dollars (\$8,110)** shall be due and payable October 1, 2013 and the third installment in the sum of **Eight Thousand Seven Hundred Sixty Dollars (\$8,760)** shall be due and payable on October 1, 2014.

The Town shall also agree to pay the said Treasurer the sum of the **Nine Hundred Dollars (\$900.00)** for each and every time the Fire Department is dispatched on an emergency call. "Dispatched" shall mean the leaving of one or more of the fire fighting vehicles from the fire department station. The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.
- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries sustained while in the service of the Township; to carry property damage and liability insurance, saving both parties hereto harmless from any damages so far as negligent acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.

- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, should the City of Whitewater decide to convert to a full-time department (full-time employees vs. volunteer department), the City agrees to notify Town, in writing, at least 120 days prior to the conversion.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth, and Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson Counties, Wisconsin, party of the first part, and the **Town of Koshkonong**, Jefferson County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Koshkonong for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **Thirty-Seven Thousand Eight Hundred Eighty Dollars (\$37,880)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Twelve Thousand Ten Dollars (\$12,010)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Twelve Thousand Six Hundred Ten Dollars (\$12,610)** shall be due and payable October 1, 2013 and the third installment in the sum of **Thirteen Thousand Two Hundred Sixty Dollars (\$13,260)** shall be due and payable on October 1, 2014.

The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services, and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.
- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries sustained while in the service of the Township; to carry property damage and liability insurance, saving both parties hereto harmless from any damages so far as negligent

acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.

- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, should the City of Whitewater decide to convert to a full-time department (full-time employees vs.

volunteer department), the City agrees to notify Town, in writing, at least 120 days prior to the conversion.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth, and Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson Counties, Wisconsin, party of the first part, and the **Town of Lima**, Rock County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Lima for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **Twenty-Seven Thousand Three Hundred Fifty-Five Dollars (\$27,355)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Eight Thousand Four Hundred Twenty-Five Dollars (\$8,425)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Nine Thousand One Hundred Dollars (\$9,100)** shall be due and payable October 1, 2013; and the third installment in the sum of **Nine Thousand Eight hundred Thirty Dollars (\$9,830)** shall be due and payable October 1, 2014.

The Town shall also agree to pay the said Treasurer the sum of the **Nine Hundred Dollars (\$900.00)** for each and every time the Fire Department is dispatched on an emergency call. "Dispatched" shall mean the leaving of one or more of the fire fighting vehicles from the fire department station. The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.
- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries sustained while in the service of the Township; to carry property damage and liability

insurance, saving both parties hereto harmless from any damages so far as negligent acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.

- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson Counties, Wisconsin, party of the first part, and the **Town of Lima**, Rock County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Lima for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **Fifty-Four Thousand Three Hundred Fifty-Five Dollars (\$54,355)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Seventeen Thousand Four Hundred Twenty-Five Dollars (\$17,425)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Eighteen Thousand One Hundred Dollars (\$18,100)** shall be due and payable October 1, 2013; and the third installment in the sum of **Eighteen Thousand Eight Hundred Thirty Dollars (\$18,830)** shall be due and payable October 1, 2014.

The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services, and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.
- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries

sustained while in the service of the Township; to carry property damage and liability insurance, saving both parties hereto harmless from any damages so far as negligent acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.

- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson Counties, Wisconsin, party of the first part, and the **Town of Richmond**, Walworth County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Richmond for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **Thirty-Nine Thousand Six Hundred Five Dollars (\$39,605)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Twelve Thousand Two Hundred Dollars (\$12,200)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Thirteen Thousand One Hundred Seventy-Five Dollars (\$13,175)** shall be due and payable October 1, 2013 and the third installment in the sum of **Fourteen Thousand Two Hundred Thirty Dollars (\$14,230)** shall be due and payable October 1, 2014.

The Town shall also agree to pay the said Treasurer the sum of the **Nine Hundred Dollars (\$900.00)** for each and every time the Fire Department is dispatched on an emergency call. "Dispatched" shall mean the leaving of one or more of the fire fighting vehicles from the fire department station. The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.
- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries sustained while in the service of the Township; to carry property damage and liability

insurance, saving both parties hereto harmless from any damages so far as negligent acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.

- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson Counties, Wisconsin, party of the first part, and the **Town of Richmond**, Walworth County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Richmond for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **Sixty-Six Thousand Six Hundred Five Dollars (\$66,605)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Twenty-One Thousand Two Hundred Dollars (21,200)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Twenty-Two Thousand One Hundred Seventy-Five Dollars (\$22,175)** shall be due and payable October 1, 2013 and the third installment in the sum of **Twenty-Three Thousand Two Hundred Thirty Dollars (\$23,200)** shall be due and payable October 1, 2014.

The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services, and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.
- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries sustained while in the service of the Township; to carry property damage and liability insurance, saving both parties hereto harmless from any damages so far as negligent

acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.

- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson County, Wisconsin, party of the first part, and the **Town of Whitewater**, Walworth County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Whitewater for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **Sixty-Three Thousand Nine Hundred Eighty-Five Dollars (\$63,985)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Nineteen Thousand Seven Hundred Ten Dollars (\$19,710)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Twenty-One Thousand Two Hundred Eighty-Five Dollars (\$21,285)** shall be due and payable October 1, 2013 and the third installment of **Twenty-Two Thousand Nine Hundred Ninety Dollars (\$22,990)** shall be due and payable on October 1, 2014.

The Town shall also agree to pay the said Treasurer the sum of the **Nine Hundred Dollars (\$900.00)** for each and every time the Fire Department is dispatched on an emergency call. "Dispatched" shall mean the leaving of one or more of the fire fighting vehicles from the fire department station. The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.
- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries sustained while in the service of the Township; to carry property damage and liability

insurance, saving both parties hereto harmless from any damages so far as negligent acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.

- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth, Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

## Agreement

This agreement made effective the 1<sup>st</sup> day of January 2013, by and between the **Whitewater Volunteer Fire Department of the City of Whitewater**, Walworth and Jefferson County, Wisconsin, party of the first part, and the **Town of Whitewater**, Walworth County, Wisconsin, party of the second part.

**Witnesseth**, the party of the first part agrees to furnish fire service and protection to the property in said Town of Whitewater for a period of three (3) years from the date hereof upon the following terms and conditions, to-wit:

The said Town is to pay the Treasurer of the party of the first part, a total sum of **One Hundred Four Thousand Four Hundred Eighty-Five Dollars (\$104,485)** in three installments, as a stand by charge over the three year contract period, and to return all of the two percent (2%) insurance refund from the State of Wisconsin each year to the party of the first part as soon as it is received. The first installment in the sum of **Thirty-Three Thousand Two Hundred Ten Dollars (\$33,210)** shall be due and payable upon execution and delivery of this contract; the second installment in the sum of **Thirty-Four Thousand Seven hundred Eighty-Five Dollars (\$34,785)** shall be due and payable October 1, 2013 and the third installment of **Thirty-Six Thousand Four Hundred Ninety Dollars (\$36,490)** shall be due and payable on October 1, 2014.

The Town also agrees to pay **Two Hundred Fifty Dollars (\$250.00)** per hour for any clean up or precautionary service rendered beyond basic fire fighting services, and pay for any equipment or supplies above those normally provided during basic fire fighting. Any amount due under this paragraph is to be paid within thirty (30) days after a billing is sent.

In consideration of said payments, party of the first part agrees as follows:

- To furnish not less than five (5) firefighters for each call.
- To maintain in a good order a fire truck and such additional equipment as is suitable for rural fire service protection.
- To use the fire truck and equipment to be provided for rural fire services only, except that when extraordinary fires occur, such equipment may also be used elsewhere.

- To make no claim against party of the second part on account of damages to the property of the party of the first part while in the service of the Town; to carry insurance protecting itself against claims of its own firemen for the personal injuries sustained while in the service of the Township; to carry property damage and liability insurance, saving both parties hereto harmless from any damages so far as negligent acts of the firemen in the employ of the party of the first part are concerned, but not otherwise.
- In the event of two calls from the county, the first call shall have priority and the second call will be answered as soon as possible, but without giving rise to any damage claim in favor of anyone against party of the first part on account of the delay or inability to answer second call.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part shall not be liable to the party of the second part or have to respond in damages on account of bad roads or conditions over which party of the first part has no control. The Chief, Assistant Chief, or driver in charge of party of the first part's truck shall always be the one to determine the advisability or inadvisability of attempting to reach a fire when the condition of the roads or other conditions over which party of the first part has no control, call for discretion and judgment, and so long as the Chief, Assistant Chief, or driver in charge of the truck acts in good faith and deems it advisable not to proceed to the fire on account of endangering the lives of his firefighters or subjecting property of the party of the first part to loss or damage, his decision shall be final and accepted by both parties without giving rise to a claim for damages by the Town against party of the first part.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that the party of the first part is to be relieved from any liability to the party of the second part or others, on account of the acts of the officers, agents or firefighters, of the party of the first part while in performance of this contract, and the Township agrees to save the party of the first part harmless from any such liability.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD that this contract is to become null and void upon the said party of the first part losing status as a volunteer fire department, such as having instead a salaried fire fighting force.

IT IS FURTHER AGREED AND UNDERSTOOD that this contract is to become null and void upon any changes of the policy in the payment of the two percent (2%) insurance refund by the party of the second part and/or the State of Wisconsin.

IT IS FURTHER HEREIN AGREED UPON AND UNDERSTOOD, that if this contract does not cover the entire Township, it is the responsibility of the party of the second part

to advise party of the first part the exact service area to be covered and that this area would be covered by the payment of the two percent (2%) insurance fund.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that it is the responsibility of the party of the second part to notify their Township residents of the Township's policies on open burning.

IT IS FURTHER HEREIN AGREED AND UNDERSTOOD, that this contract shall be approved and accepted by the Common Council of the City of Whitewater, Walworth, Jefferson Counties, Wisconsin, and upon such adoption shall be in effect at once.

This contract shall be effective from January 1, 2013 through December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first written above.

**WHITEWATER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
**Chief of Whitewater Fire Department**

**TOWN OF:** \_\_\_\_\_

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

Adopted and Approved by the  
**CITY OF WHITEWATER**

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

By: \_\_\_\_\_  
**Cameron Clapper, Interim City Manager**

Attest: \_\_\_\_\_  
**Michele R. Smith, City Clerk**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WHITEWATER  
AND THE UNIVERSITY OF WISCONSIN-WHITTEWATER CONCERNING  
CONTRIBUTIONS FOR THE LEASING OF PARKING SPACES ON N. PRINCE AND  
PRAIRIE STREETS**

Final Adopted by Common Council 6/7/2012

This Memorandum of Understanding is made by and between the City of Whitewater, hereinafter at times referred to as the “City”, and the University of Wisconsin-Whitewater, hereinafter at times referred to as the “University”.

WHEREAS, the parties have previously agreed through a Memorandum of Understanding dated January 17, 2012 to jointly participate in the reconstruction of N. Prince Street (from W. Main Street to Starin Road) and the future public parking operations along N. Prince Street (from W. Main Street to Starin Road) and N. Prairie Street (from W. Main Street to Starin Road) contiguous to the University Campus, and

WHEREAS, the parties agreed to work cooperatively to develop a street parking system that is compatible with current University parking fees and procedures and, further, the University agreed to administer the public parking system on behalf of the City for both N. Prince and N. Prairie Streets.

Now, therefore, **IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I**

**TERM OF AGREEMENT**

**1.01 Initial Term.** The initial term of this Agreement shall run for ten years commencing on September 1, 2012, and ending on August 30, 2022, unless sooner terminated in accordance with this Agreement or in furtherance of the parties’ rights and remedies in the event of a default.

**1.02 Extension of Term.** The parties may, by agreement, extend or shorten the term of this Memorandum of Understanding at any time.

**ARTICLE II**

**COMMITMENTS**

**2.01 Commitments.**

**(a) City to Lease Space Over Public Places to University for University Parking Purposes.**

The City pursuant to Wisconsin State Statute 66.0921 shall lease seventy-two (72) on-street parallel parking spaces on Prince Street and fifty (50) on-street parallel parking spaces on Prairie Street (as noted on the attached Exhibit A) to the University

for the express use of providing parking for faculty, staff and students and visitors to the University. Pursuant to the January 17, 2012 Memorandum of Understanding between the two parties, such parking will be consistent with current University parking fees and procedures.

- (b) **University Payment to City for Leasing of On Street Parking Spaces.** The University will pay the City an annual fee of Forty Thousand Dollars (\$40,000) for the leasing of the public spaces noted above. Such payment shall be made by the University on September 1<sup>st</sup> of each year during the term of this Memorandum of Understanding with the first payment due and payable on September 1, 2012.

Beginning with the 2017 lease payment, the lease amount to be paid the City by the University will increase to Forty-Five Thousand Dollars (\$45,000) annually and will remain at this amount for the duration of the term.

Such funds paid to the City by the University will be used for City street repair and maintenance purposes.

- (c) **University to Enforce Parking Violations.** By virtue of the leasing of these on street parking spaces on N. Prince and N. Prairie Streets, the University will have full authority to enforce the provisions of the University parking system and assess such penalties for violations of such provisions. The City will not be responsible for any parking enforcement for the University leased parking spaces.
- (d) **City to Maintain Responsibility for Maintenance of Leased Parking Spaces.** The City will continue to be fully responsible for the on-going maintenance of the leased parking spaces and adjacent city streets including but not limited to street surface repair, pavement marking and snow and ice removal.

### ARTICLE III

#### MISCELLANEOUS

3.01. **Governing Law.** Laws of the State of Wisconsin shall govern the interpretation and enforcement of this Agreement.

### ARTICLE IV

#### SUCCESSORS AND ASSIGNS

4.01. **Successors and Assigns.** Except as limited or conditioned by the express provisions hereof, no party shall assign its rights or obligations under this Agreement to any other party without written agreement by all parties to this Agreement.

### ARTICLE V

## AMENDMENT

**5.01. Amendment.** This Agreement shall not be amended, changed, modified or altered without the written consent of all parties hereto and no modification, alteration or amendment to this Agreement shall be binding until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement. Any proposed amendment to this Memorandum of Understanding shall be provided in writing, along with a memorandum in support of the amendment, to all parties to this agreement fifteen (15) days prior to final action on the amendment by any party.

## ARTICLE VI

### COUNTERPARTS

**6.01. Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

## ARTICLE VII

### SEVERABILITY

**7.01. Severability.** If any provision of this agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy or for any reason such circumstance shall not have the affect of rendering the provision in question inoperative or unenforceable in any other case or circumstances or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever, the invalidity of any one or more phrases, sentences, clauses or paragraphs in this Memorandum of Understanding shall not affect the remaining portions of this document or any part thereof.

## ARTICLE VIII

### THIRD PARTY BENEFICIARIES

**8.01. Third Party Beneficiaries.** This Memorandum of Understanding is entered into for the sole and exclusive benefit of the parties hereto. No third party shall have, obtain, or derive from this document any rights or other benefits or interests under any laws or otherwise.

## ARTICLE IX

### EXCULPATORY PROVISION

**9.01. Exculpatory Provision.** The parties to this Memorandum of Understanding expressly acknowledge and agree that, anything herein to the contrary notwithstanding, no

officer, director, employee, agent, or officials (elected or appointed) of any party hereto shall have any personal liability or obligation arising out of this Agreement, and no party hereto shall make any claims to the contrary.

**ARTICLE X**

**RULES OF CONSTRUCTION/CONDUCT**

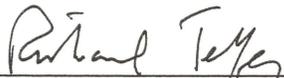
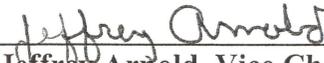
**10.01. Rules of Construction/Conduct.** The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum of Understanding is a good faith attempt to memorialize the intent of the parties. That in the course of its preparation, each party has been adequately and fully represented, and that accordingly rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply. In addition, the parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Memorandum of Understanding in the spirit of cooperation consistent with the intent of this Memorandum of Understanding with the aim of benefiting the City of Whitewater and the University of Wisconsin-Whitewater.

Signed and sealed as of this day, month and year below written.

**CITY OF WHITEWATER**

By:  8/30/12  
~~Kevin M. Brunner, City Manager~~ Date  
Cameron L. Clapper, Interim City Manager  
By: Michele Smith 8/30/12  
Michele Smith, City Clerk Date

**UNIVERSITY OF WISCONSIN-WHITEWATER**

By:  5/30/12  
Dr. Richard Telfer, Chancellor Date  
By:  5/30/12  
Jeffrey Arnold, Vice Chancellor for Administrative Affairs Date





## Prairie Street parking (Starin to Main)

Sections and stalls are listed from north to south

Section	Parking area in feet possible	20 foot vehicle stall	22 foot vehicle stall	5 foot motorcycle stall	Parking area in feet used	Start measuring for layout from	Section
A	312		13	5	311	South	A
B	229		10		220	North	B
C	25			5	25	Center stalls	C
D	248	1	9	6	248	South	D
E	80	4			80	South	E
F	163		7		154	North	F
G	130	1	5		130	North	G
Total:		6	44	16			

88

Notes:

- Yellow paint to be used for painting parking areas
- Parking to start at a minimum of 10 feet from driveways
- Motorcycle parking would be used at the south end of a parking area
- 20 Foot vehicle stalls would be at north end of parking area
- Tic marks to be used for vehicle parking
- Solid lines to be used for motorcycle stalls - 5 foot stalls
- Parking stall to be 8 wide from the face of the curb
- Signage will need to be adjusted on the terrace after the parking is painted



A

B

C

A

E

E

G

200 m

500 ft

*City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: September 18, 2012

ITEM: Milwaukee St Contract 1-2012

PRESENTER: Dean Fischer, Public Works Director

PREVIOUS ACTION, IF ANY: \_\_\_\_\_

SUMMARY OF ITEM BEING PRESENTED:

Change Order #1 to the contract requesting that the E. Main Street portion of the contract be moved to 2013 for construction and that the completion date for all other work will be moved from Sept. 30 to October 31, 2012.

Recommendation to approve the replacement of all 4 foot sidewalk on the project.

BUDGET IMPACT, IF ANY:

No cost increase for the Change Order #1.

Replacement of all sidewalk would be an increase of \$10,561, which can be absorbed within the contract.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY:

NA

STAFF RECOMMENDATION:

Approval of both items.

RECOMMENDED MOTION:

**Move to approve Change Order #1 for Milwaukee Street Reconstruction contract 1-2012.**

**Move to approve replacing all the sidewalk on the project with 4 foot sidewalk.**

ATTACHMENT(S) INCLUDED (If none, please state that)

Change Order #1  
Sidewalk map showing sidewalk replacement.

FOR MORE INFORMATION CONTACT:

Dean Fischer – [dfischer@whitewater-wi.gov](mailto:dfischer@whitewater-wi.gov) or 473-0140

# MEMORANDUM

To: Cameron Clapper, Interim City Manager  
Fr: Dean Fischer, Director of Public Works *DF*  
Date: September 13, 2012

**Subject: Milwaukee Street Project-Contract 1-2012  
Change Order #1  
Sidewalk replacement**

## **Change Order #1**

I received direction from the Council to negotiate the attached change order. The change order indicates no additional cost.

- The completion date for the contract is being recommended to be extended from Sept. 28 to Oct. 31. Factors that have contributed to requesting the extension are the difficulty with the deep sewer installation, DPW authorization to add some water main, unexpected rock excavation at the railroad bore pit, and the replacement of storm sewer that was not anticipated.
- The change order notes that any cold weather protection necessary for the concrete work will be at the cost of the contractor and not the city.
- Staff is recommending that the E. Main sanitary sewer installation be delayed until 2013. The school district has requested that the E. Main Street construction work not start until after the school ends in June for summer break in 2013. This request is spelled out in the change order.
- The contractor agrees to hold his prices for all items in the contract except for asphalt. The asphalt price was negotiated for an increase of \$4.55 per ton for 2013. This is an increase from \$64.75 per ton to \$69.30 per ton. If E. Main's pavement was replaced as planned for originally, the additional cost to the project would be \$1,593. DPW will be making a recommendation at the bare minimum to replace the entire pavement in the construction area instead of a trench patch. Because the extent of the pavement replacement or reconstruction is not known at this time, no cost can be assigned in the change order.

**DPW is recommending the Council approve Change Order #1 for Contract 1-2012.**

## **Sidewalk replacement**

On December 20, 2011, staff requested direction from Council on sidewalk replacement. Discussion points were replacement of 4 foot sidewalks necessary due to construction, complete replacement of 4 foot sidewalk, or complete replacement with 5 foot sidewalk.

The costs that were presented to the Council were based on estimated quantities and estimated bid prices. The Council chose to do only the necessary replacement of 4 foot sidewalks due to construction. The estimated cost to do all the 4 foot sidewalks was an additional \$18,450.

Once construction began, WE Energies did some utility work that removed some sidewalk that was not planned for. WE will pay for that sidewalk replacement. Staff now knows the actual quantities and cost to replace the rest of the 4 foot sidewalk would be \$10,561. Please see attached mapping. The yellow is sidewalk that will be replaced due to construction and the red is the sidewalk that would remain if not replaced.

The project contract price included the two islands, which the Council directed removed. DPW staff has also eliminated one colored concrete crosswalk. These items result in a savings to the contract of \$4,000. Also, there are items in the contract that staff anticipates will come under quantity thus a lower project cost such as granular backfill, disposal of contaminated soils, etc.

Basically I am saying the replacement of all the sidewalk can be absorbed within the approved contract. I think for the aesthetics of the project and a gesture of goodwill to all the residents who have tolerated the long construction, **DPW is recommending that all the sidewalks be replaced on this project with 4 foot sidewalk.**

**NOTES:**

I wanted to note that the residents and business owners on Milwaukee Street have been extremely cooperative and understanding considering the dust and the inconvenience to get to their driveways.

One reason for their understanding and tolerance is good communications. The good communications was carried by all involve including the City's inspector from Strand (Kyle White), the Contractor (Hughes), and the City's staff.



September 11, 2012

CHANGE ORDER NO. 1

PROJECT: Milwaukee Street Reconstruction  
OWNER: City of Whitewater  
CONTRACT: 1-2012  
CONTRACTOR: E&N Hughes Co., Inc.

**Description of Change**

1a	Extend contract substantial and final completion dates for construction on Milwaukee Street and sanitary sewer connection to North Street from September 28, 2012 to October 31, 2012.	ADD	\$0
1b	Provide necessary cold weather protection for all concrete items in accordance with the State of Wisconsin Standard Specifications.	ADD	\$0
1c	To minimize the impact of construction activity on Washington Elementary School and overall traffic circulation, postpone installation of sanitary sewer on East Main Street from the 2012 construction season to the 2013 construction season. Work on East Main Street will be completed between June 12, 2013 and August 30, 2013 while the school is on summer break.	ADD	\$0
1d	The contract documents include limited pavement replacement along the new sanitary sewer trench on East Main Street. Owner is considering additional street reconstruction on East Main Street between Newcomb Street and Fonda Street. Contractor has agreed to honor the original bid prices in completion of the additional work with the exception of the bid price for bid items 82 and 83 (asphalt pavement), which will be increased by an amount not to exceed \$4.55 per ton.	ADD	\$0
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$0

**Contract Price Adjustment**

Original Contract Price	\$2,437,740.50
Previous Change Order Adjustments	\$0
Adjustment in Contract Price this Change Order	\$0
Current Contract Price including this Change Order	\$2,437,740.50

**Contract Completion Date Adjustment**

Original Contract Completion Date	September 28, 2012
Contract Completion Date Adjustments due to previous Change Orders	None
Contract Completion Date Adjustments due to this Change Order	Milwaukee Street 33 days East Main Street 336 days
Contract Completion Dates including all Change Orders	Milwaukee Street October 31, 2012 East Main Street August 30, 2013

This document shall become a supplement to the Contract and all provisions will apply hereto.

**RECOMMENDED**

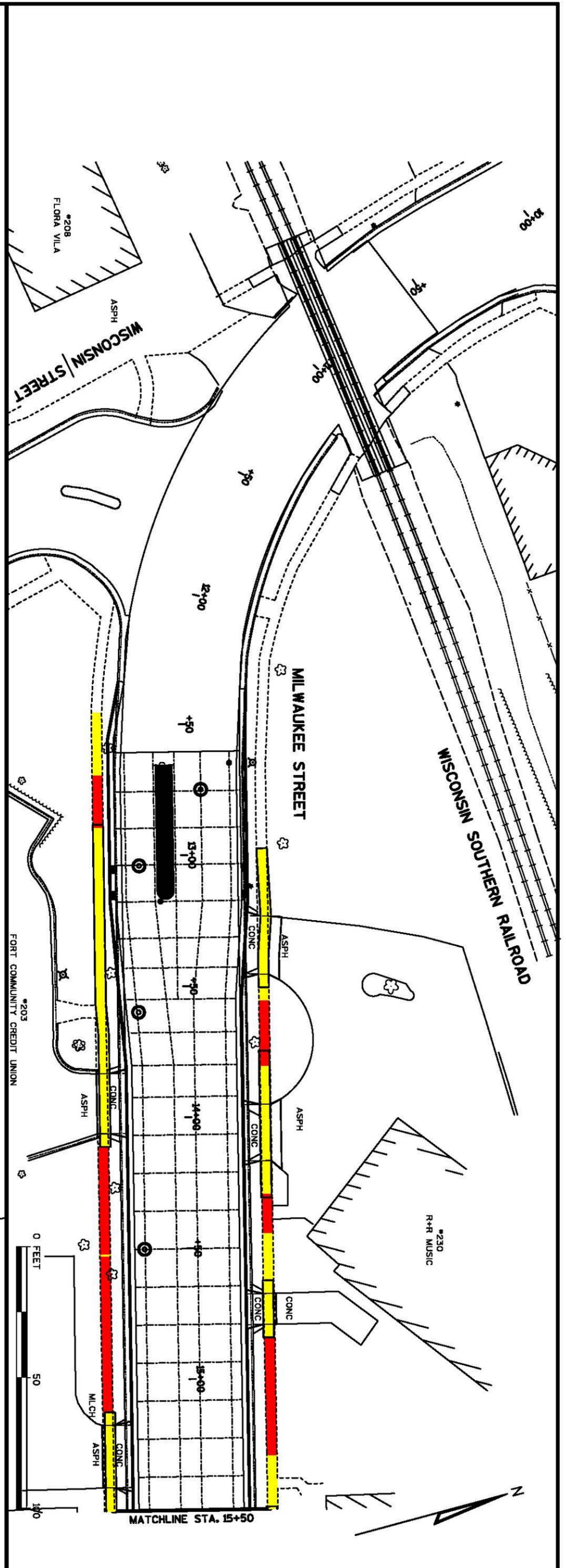
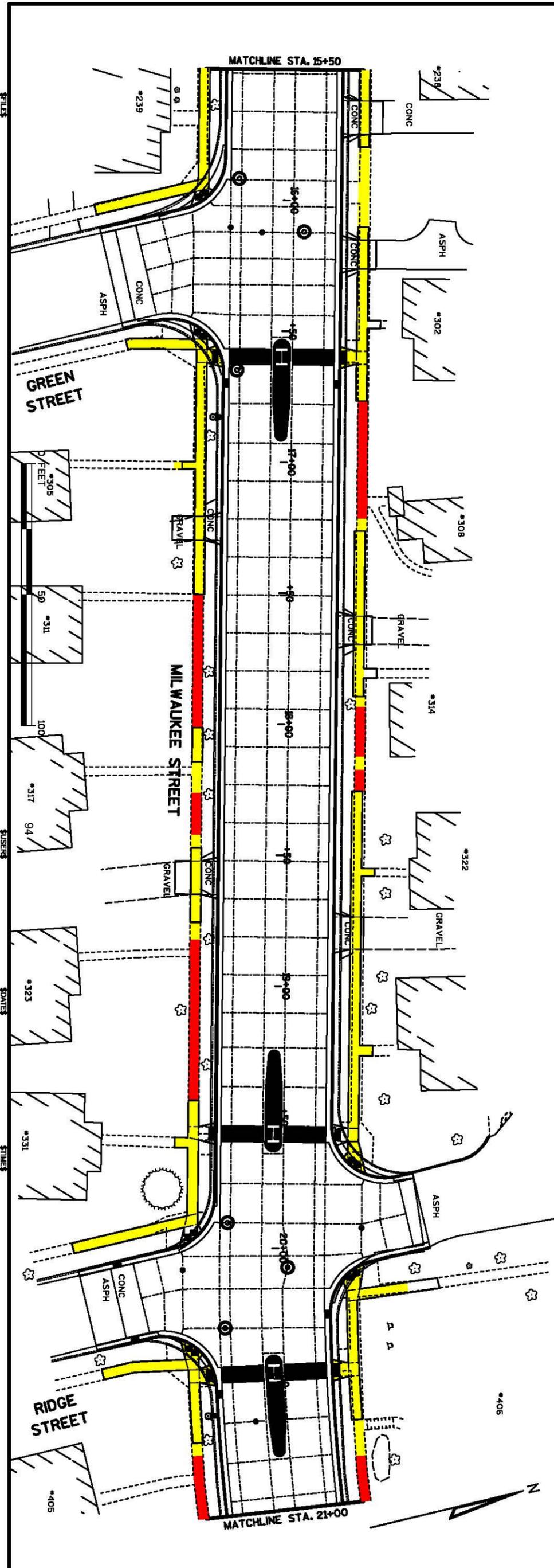
\_\_\_\_\_  
ENGINEER—Strand Associates, Inc.<sup>®</sup> Date

**APPROVED**

\_\_\_\_\_  
CONTRACTOR—E&N Hughes Co., Inc. Date

**APPROVED**

\_\_\_\_\_  
OWNER—City of Whitewater Date

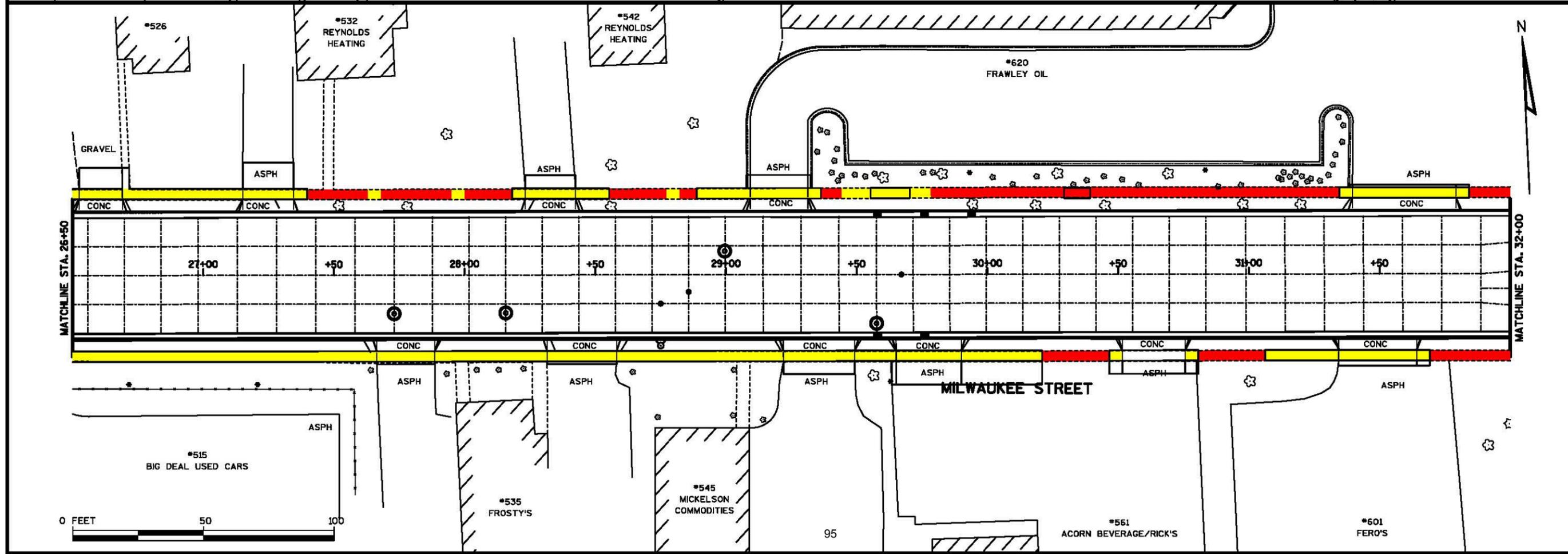
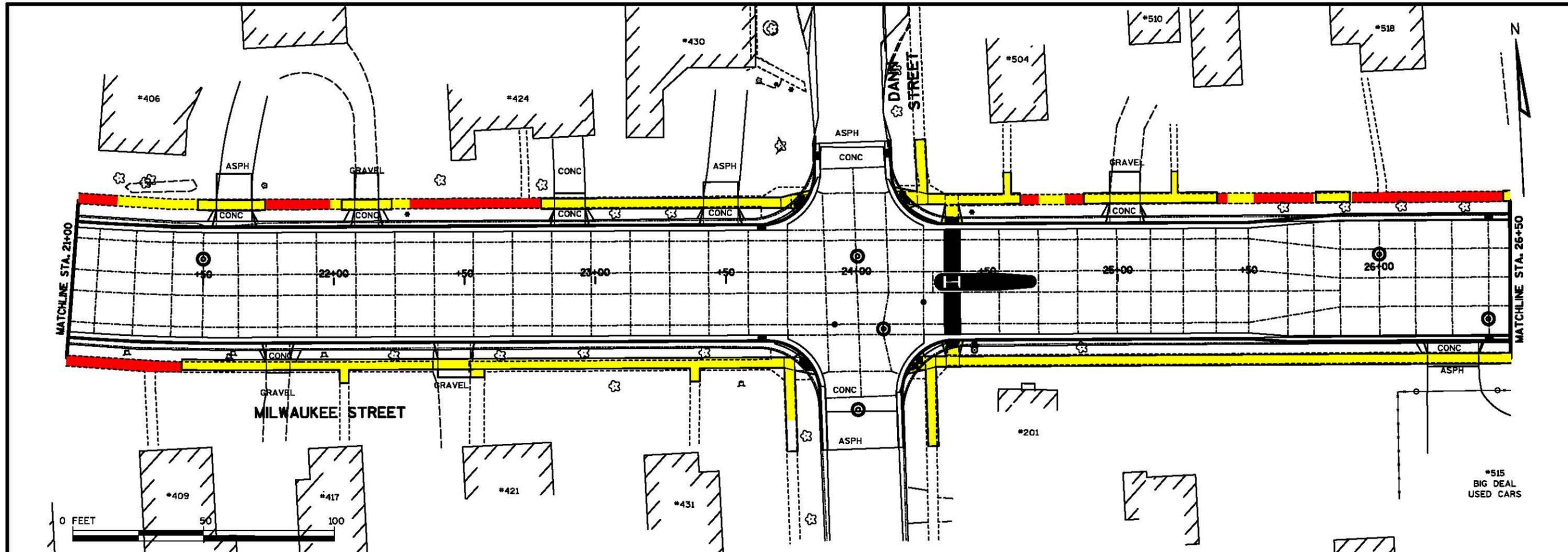


**MILWAUKEE STREET  
STREET RECONSTRUCTION DETAILS**  
MILWAUKEE STREET RECONSTRUCTION  
CITY OF WHITEWATER, WISCONSIN  
WHITEWATER, WISCONSIN

NO.	REVISIONS	DATE

**STRAND ASSOCIATES**  
  
 SHEET 16

JOB NO. 1407.068  
 PROJECT MGR. MAF  
 NAF



NO.	REVISIONS	DATE

**MILWAUKEE STREET  
STREET RECONSTRUCTION DETAILS**  
MILWAUKEE STREET RECONSTRUCTION  
CITY OF WHITEWATER, WISCONSIN  
WHITEWATER, WISCONSIN

JOB NO.  
1407.068  
PROJECT MGR.  
MAF



SHEET  
17

