

**CITY OF WHITEWATER
COMMON COUNCIL AGENDA**

Common Council Meeting
Thursday, April 4, 2013
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 of 3/19/13.
CA-B	Approval of Payment of Invoices Processed through 3/27/13.
CA-C	Acknowledgment of Receipt and Filing of the Following: *Irvin L. Young Memorial Library Board Minutes of 2/18/2013. * Park and Recreation Board Minutes of 2/4/2013. *Police Department Consolidated Monthly Report for February, 2013.
CA-D	Expedited approval of the following items, per city staff recommendation: None

STAFF REPORTS:

City Mgr.	1) Update on the Strategic Planning Process. 2) Proclamation celebrating the “Week of the Young Child”.
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HEARING OF CITIZEN COMMENTS. No formal Common Council Action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however citizens are invited to speak to those specific issues at the time the Council discusses that particular item.

RESOLUTIONS:

R-1	Authorizing submission of grant application to Wisconsin DNR for Non-point source water pollution grant. (Parks and Recreation Director Request)
R-2	Resolution clarifying the status of Whitewater Municipal Code Section 19.51.050 B concerning allowed location of off-site parking. (City Attorney Request)

ORDINANCES – First Reading - None

ORDINANCES – Second Reading - None

CONSIDERATIONS:

C-1	Approval of contract with Design Alliance for engineering and design services for restroom and concession stand to be built in Starin Park. (Parks and Recreation Director Request)
C-2	Approval of agreement with Town of Koshkonong regarding wastewater treatment plant application to Township property. (Wastewater Treatment Plant Manager Request)
C-3	Approval of purchasing agreement with Lawson Cooperative Purchasing Agreement. (Wastewater Treatment Plant Manager Request)
C-4	Wastewater Treatment Plant Facility Update. (Wastewater Treatment Plant Manager Request)
C-5	Approval of an agreement with DLK Enterprises, Inc. for the installation and use of

	conduit on North Prince Street. (City Manager Request)
C-6	Approval of an agreement with DLK Enterprises, Inc. for non-exclusive right to use city-owned conduit at the intersection of Main Street and Prince Street. (City Manager Request)
C-7	Report on upcoming Flood Plain mapping sessions. (Councilmember Binnie Request)
C-8	Councilmember requests for future agenda items.
C-9	Adjourn

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.**

March 19, 2013

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, Singer, Kidd, Crone. MEMBERS ABSENT: Binnie. LEGAL COUNSEL PRESENT: No.

It was moved by Olsen and seconded by Winship to approve the Council Minutes of 2/21/13 and to acknowledge receipt and filing of the following: Irvin L. Young Memorial Library Board Minutes of 1/14/2013; Police Department Consolidated Monthly Report for January, 2013; Landmarks Commission Minutes of 02/07/2013; Financial Report for February, 2013; Report of Manually-Issued Checks for February, 2013, and Plan Commission Minutes of February 11, 2013. AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie.

It was moved by Olsen and seconded by Winship to approve payment of city invoices in the total sum of \$130,737.30. AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie.

STAFF REPORTS: City Manager Clapper provided information on the proposed State of Wisconsin budget. Parks and Recreation Director Amundson updated Council on the Bicycle and Pedestrian Plan, and Streets/Parks Superintendent Nass gave an update on Emerald Ash Borer treatment plans in residential areas.

HEARING OF CITIZEN COMMENTS. None.

RESOLUTION AUTHORIZING SALE OF BUSINESS PARK REAL ESTATE TO TROSTEL. It was moved by Olsen and seconded by Winship to discuss the proposed Resolution authorizing sale of land even though it had not been on the council agenda for the 72-hour minimum required by the Transparency Ordinance. AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie.

RESOLUTION AUTHORIZING SALE OF REAL ESTATE TO TROSTEL

WHEREAS, the City of Whitewater, Walworth and Jefferson Counties, Wisconsin is the owner of certain land located in the County of Jefferson, described as follows, to-wit:

A lot line adjustment of Part of Lot 1 of Certified Survey Map No. 3497, as recorded in Volume 15 of Jefferson County Certified Survey Maps, Pages 286-287, Document No. 978560, located in the SW ¼ of the SW ¼ of Section 34, Town 5 North, Range 15 East, City of Whitewater, Jefferson County, Wisconsin, described as follows: commence at the Southwest corner of said Section 34; thence N 88° 59'23" E 262.62 feet along the South line of said Section 34 to the Easterly right of way of STH 59 (also called Newcomb Street) to the point of beginning; thence along a curve to the left having a radius of 1,928.34 feet, a delta of 01° 57'40", an arc curve length of 66

feet, and a chord which bears N 01° 27'24" W having a chord distance of 66 feet; thence N 88° 59'23" E 415 feet; thence N 03° 12'28" E 50.16 feet; thence N 88°59'23" E 136.73 feet; thence S 01°00'37" E 116.03 feet to the South line of said section 34; thence S 88° 59'23" W along said South line 554.91 feet to the point of beginning, and

WHEREAS, the City of Whitewater has agreed, subject to the Common Council approval, to sell a lot line adjustment parcel to TROSTEL, INC. of Whitewater, Wisconsin, at a price of \$35,000, and

WHEREAS, the said sale has been referred to the City of Whitewater Plan and Architectural Review Commission for consideration and recommendation, and that said Plan and Architectural Review Commission has recommended the conveyance of said land as being in the best interest of the City of Whitewater.

NOW THEREFORE, BE IT RESOLVED, that the City Manager and the City Clerk of the City of Whitewater are hereby authorized to sign the documents and deeds necessary to convey the land described above by motion of the City of Whitewater Common Council.

Resolution introduced by Councilmember Olsen, who moved its adoption. Seconded by Councilmember Winship. AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie. ADOPTED: March 19, 2013.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

SECOND READING OF ORDINANCE AMENDING SIDEWALK CAFÉ ORDINANCE.

**AN ORDINANCE AMENDING CHAPTER 5.19
SIDEWALK CAFÉ PERMITS**

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

Section 1. Whitewater Municipal Code Section 5.19.020 is hereby amended to read as follows:

5.19.020 - Definitions.

"Sidewalk café" shall mean an expansion of a restaurant creating an outdoor dining facility on part of the public right-of-way that immediately adjoins the licensed premises for the purpose of consuming food or beverages prepared at the restaurant adjacent thereto. "Restaurant" shall mean an establishment holding a State of Wisconsin restaurant license.

Section 2. Whitewater Municipal Code Section 5.19.030 is amended as follows:

5.19.030 Permit Required.

Subsection 3. is deleted.

New subsection 3 shall read as follows:

3. The permit issued may be transferred to a new owner only for the location and area listed in the permit. If the site plan will change, a new plan must be filed and approved prior to the use under the new site plan. A new certificate of insurance must be filed with the city before the permit transfer.

Subsection 5. shall remain the same but shall be renumbered to subsection 4.

Section 3. Whitewater Municipal Code Section 5.19.040(a) – New Permit Application is amended to read as follows:

5.19.040(a) – New Permit Application.

Application for a permit to operate a sidewalk café shall be submitted to the Department of Neighborhood Services and shall include at least the following information:

1. Completed city application form.
2. Copy of a valid restaurant license issued by the State of Wisconsin.
3. Copy of a current certificate of commercial liability insurance in the amount of at least \$100,000.00 per occurrence.
4. A layout, drawn to scale, which accurately depicts the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the sidewalk cafe, size and number of tables, chairs, steps, planters and umbrellas, location of doorways, trees, parking meters, sidewalk benches, trash receptacles, light poles, patio heaters and any other sidewalk obstructions, either existing or proposed, within the pedestrian area. This layout shall be submitted on eight and one-half-inch by eleven-inch paper, suitable for reproduction.
5. Photographs, drawings, or manufacturer’s brochures fully describing the appearance and dimensions of all proposed tables, chairs, umbrellas, barriers or other objects related to the sidewalk café.

Section 3. Whitewater Municipal Code Section 5.19.040(b) is hereby amended to read as follows:

5.19.040(b) –Annual Insurance Requirement.

The establishment shall provide a current certificate of commercial liability insurance in the amount of at least \$100,000.00 per occurrence by April 1st each year.

Section 4. Whitewater Municipal Code Section 5.19.060 is hereby amended by adding subsection 2.f., to read as follows:

5.19.060 2. f. Shall be commercial grade furniture.

Section 5. Whitewater Municipal Code Section 5.19.060, subsection 12. shall be amended to read as follows:

5.19.060 12. Sidewalk cafés shall not operate after 11:00 p.m. or before 7:00 a.m.

Section 6. Whitewater Municipal Code Section 5.19.060, subsection 16. is hereby created to read as follows:

5.19.060 16. Patio heaters shall not be located within 5 ft (1.5m) of exits from an assembly occupancy (NFPA 1 56:6.20.2.3). All patio heaters shall be located a minimum distance of 5 ft. from any building with combustible siding (wood or vinyl siding). Patio heaters shall not have an unprotected, open flame. Patio heaters are subject to the approval from the Fire Department. Patio heaters may only be located within a barrier enclosure as described in section 5.19.060 14.

Section 7. Whitewater Municipal Code Section 5.19.070 2. j. is hereby amended to read as follows:

5.19.070 2. j. At times of closing or during times when consumption of alcohol beverages is prohibited, permittee shall remove from the sidewalk café area all containers used for or containing alcohol beverages. No container of alcohol beverages shall be present in the sidewalk café between 11:00 p.m. and 7:00 a.m.

Section 8. Whitewater Municipal Code Section 5.19.090 is hereby amended to read as follows:

5.19.090 – Revocation or suspension.

The approval of a sidewalk café permit is conditional at all times. A sidewalk café permit may be revoked or suspended by the neighborhood services director or designee if a permittee has been found in violation of this chapter on three separate occasions documented by a written warning, or where necessary based on a violation of this ordinance, to protect the public health, safety, or welfare, to prevent a nuisance from developing or continuing, emergency situations, or to comply with the city code of ordinances, or to comply with applicable state or federal law.

Ordinance introduced by Councilmember Olsen, who moved its adoption. Seconded by Councilmember Winship. AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie. ADOPTED: March 19, 2013.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

WHITEWATER AQUATIC CENTER (“WAC”) REPORT. WAC representatives Steve Ryan and Paula Malone provided Council with an update on the aquatic center budget and operations. In a few short years, Paula Malone’s efforts, as well as the energy savings improvements that have been made, have turned the profit/loss figure from a \$108,122.62 loss in 2009 to a \$2,539.15 loss in 2012. Paula was given a round of applause in recognition of her efforts toward improving the finances of the operation. Steve Ryan indicated that much of the equipment is aging, and that improvements will be needed in the near future.

CONTRACT WITH STRAND FOR ENGINEERING SERVICES FOR KILAR FIELD OF DREAMS. It was moved by Olsen and seconded by Winship to approve a contract with Strand Associates for engineering services for the Treyton Kilar Field of Dreams, at a cost not to exceed

\$26,000. AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie.

CONTRACT FOR ENGINEERING SERVICES FOR CONCESSION – RESTROOM FACILITY. This item was removed from the agenda at the request of Parks and Recreation Director Amundson.

MILWAUKEE STREET RECONSTRUCTION. It was moved by Olsen and seconded by Winship to approve additional costs to cover the use of concrete (vs. asphalt) for the East Milwaukee Street reconstruction project. (from intersection with Newcomb, then east to the roundabout). AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie.

STRAND CONTRACT FOR EAST MAIN STREET CONSTRUCTION PROJECT . It was moved by Olsen and seconded by Winship to approve a contract with Strand Associates, at a cost not to exceed \$65,000, for design of the E. Main Street project, from Newcomb Street to Fonda Street. It was understood that a borrowing from the State Trust Fund would be forthcoming. AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie.

BUILDING PERMIT FEES. The proposed building permit schedule will reduce base fees for permits; will remove “add on” fees, and will increase costs from \$2 per thousand to \$5 per thousand of construction. (After \$5,000,000 cost, fees will reduce to \$3 per thousand of cost). Overall, with the elimination of add on fees, most building permit costs will go down. It was moved by Olsen and seconded by Kidd to approve the new building permit fee schedule as presented by City Building Inspector Greg Noll / Neighborhood Services Manager Latisha Birkeland. AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie.

ANNUAL STORMWATER REPORT. Streets and Parks Superintendent Nass provided Council with a copy of the annual Stormwater Report required to be submitted to the State. It was moved by Olsen and seconded by Abbott to acknowledge receipt of the Stormwater Application Report. AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie.

AMENDING PERSONNEL MANUAL TO REMOVE REQUIREMENT THAT EMPLOYEES IN CERTAIN CITY POSITIONS LIVE WITHIN CITY LIMITS. Under the personnel policy, certain employee positions are required to reside within the City limits (CDA Director, Chief of Police, Public Works Director, Finance Director, Parks and Recreation Director, Neighborhood Services Director, City Clerk, City Attorney, Media Services Director, Streets, Parks and Forestry Superintendent, Water Superintendent, Wastewater Superintendent, Chief Information Officer and City Treasurer). It was moved by Olsen and seconded by Abbott to amend the manual to require *Whitewater Unified School District* residency for people in these positions (instead of City limit residency). AYES: Olsen, Abbott, Winship, Singer, Crone. NOES: Kidd. ABSENT: Binnie.

AMENDING POLICE CHIEF CONTRACT. An amendment to the Chief of Police Contract was presented. The change deletes the requirement that the Chief reside within the city limits, and changes the residency requirement to be within the Whitewater Unified School District versus the City Limits. AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie.

WHITEWATER CRIME STATISTICS. Police Chief Otterbacher gave a report comparing Whitewater’s crime statistics over the last two years.

FUTURE AGENDA ITEMS: Councilmember Winship requested that increase of fines for vandalism be discussed.

EXECUTIVE SESSION. It was moved by Singer and seconded by Olsen to Adjourn to Closed Session, not to reconvene, pursuant to Wisconsin Statutes 19.85(1)(e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session”. Item to be Discussed: Acquisition of real estate adjacent to Starin Park. AYES: Olsen, Abbott, Winship, Singer, Crone, Kidd. NOES: None. ABSENT: Binnie. 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
ADVANCE PRINTING INC						
1295	ADVANCE PRINTING INC	21752	POLICE ADMN/BUSINESS CAR	04/05/2013	170.00	100-52100-310
1295	ADVANCE PRINTING INC	22263	WATER/UTILITY BILLS	04/05/2013	665.50	610-61921-310
1295	ADVANCE PRINTING INC	22263	WASTEWATER/UTILITY BILLS	04/05/2013	665.50	620-62820-310
1295	ADVANCE PRINTING INC	22263	STORMWATER/UTILITY BILLS	04/05/2013	665.50	630-63300-310
Total ADVANCE PRINTING INC:					2,166.50	
AIRGAS USA LLC						
4760	AIRGAS USA LLC	9907914170	STREET/OXYGEN	04/05/2013	57.47	100-53230-340
Total AIRGAS USA LLC:					57.47	
ALLEN INC, L W						
166	ALLEN INC, L W	094357	WASTEWATER/SCADA SCREE	04/05/2013	1,044.20	620-62840-342
Total ALLEN INC, L W:					1,044.20	
AMERICAN MILLWORK & HARDWARE INC						
1841	AMERICAN MILLWORK & HARD	014571	STREET/ROCK SALT& ICE MEL	04/05/2013	5,045.04	100-53320-460
Total AMERICAN MILLWORK & HARDWARE INC:					5,045.04	
ASSOCIATED TRUST COMPANY						
5770	ASSOCIATED TRUST COMPAN	5046828	DEBT SVC/ANNUAL FEES	04/05/2013	463.00	300-58000-900
Total ASSOCIATED TRUST COMPANY:					463.00	
AT&T LONG DISTANCE						
4746	AT&T LONG DISTANCE	4746-040513	SAFETY BLDG/LONG DISTANC	04/05/2013	549.64	100-51600-225
4746	AT&T LONG DISTANCE	4746-040513	CABLE/LONG DISTANCE	04/05/2013	36.57	200-55110-225
Total AT&T LONG DISTANCE:					586.21	
BAKER & TAYLOR BOOKS						
95	BAKER & TAYLOR BOOKS	2027942233	LIBRARY/ BOOKS	04/05/2013	50.08	220-55110-323
95	BAKER & TAYLOR BOOKS	2027954873	LIBRARY/ADULT BOOKS	04/05/2013	15.14	220-55110-321
Total BAKER & TAYLOR BOOKS:					65.22	
BALL, RICHARD						
1033	BALL, RICHARD	29710	STREET/SHOP SUPPLIES	04/05/2013	101.90	100-53230-340
Total BALL, RICHARD:					101.90	
BROWN'S OF TWO RIVERS						
1031	BROWN'S OF TWO RIVERS	FEB0002-FC	STREET/FINANCE	04/05/2013	9.38	100-53230-354
Total BROWN'S OF TWO RIVERS:					9.38	
CDW GOVERNMENT						
1234	CDW GOVERNMENT	Z521331	POLICE ADMN/HEADPHONES	04/05/2013	49.92	100-52100-340

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total CDW GOVERNMENT:					49.92	
CHARTER						
6120	CHARTER	6120-040513	RESCUE/INTERNET	04/05/2013	100.01	100-52300-340
6120	CHARTER	MARCH 2013	LIBRARY/INTERNET	04/05/2013	64.99	220-55110-225
6120	CHARTER	MARCH 2013	CABLE/INTERNET & CABLE	04/05/2013	169.48	200-55110-225
6120	CHARTER	MARCH 2013	CITY/INTERNET	04/05/2013	220.48	100-51600-225
Total CHARTER:					554.96	
CITGO						
5404	CITGO	37517738	STREET/SNOWPLOW GAS	04/05/2013	35.45	100-53320-351
5404	CITGO	37517738	RESCUE/GAS	04/05/2013	1,211.86	100-52300-351
5404	CITGO	37517738	POLICE PATROL/GAS	04/05/2013	2,898.95	100-52110-351
5404	CITGO	37517738	POLICE INV/GAS	04/05/2013	138.75	100-52120-351
5404	CITGO	37517738	FIRE/GAS	04/05/2013	273.08	100-52200-351
5404	CITGO	37517738	CSO/GAS	04/05/2013	259.97	100-52140-351
Total CITGO:					4,818.06	
DAN KRAFF & CO INC						
6909	DAN KRAFF & CO INC	60679	STREET/CYLINDER	04/05/2013	1,274.19	100-53320-353
Total DAN KRAFF & CO INC:					1,274.19	
DIESEL SPECIALISTS OF MADISON INC						
482	DIESEL SPECIALISTS OF MADI	6254	STREET/FUEL PUMP	04/05/2013	775.00	100-53230-352
482	DIESEL SPECIALISTS OF MADI	6263	STREET/MOUNTING GASKET	04/05/2013	29.72	100-53230-352
Total DIESEL SPECIALISTS OF MADISON INC:					804.72	
DIVERSIFIED BENEFIT SVC INC						
4192	DIVERSIFIED BENEFIT SVC INC	160947	FINANCE/MARCH FLEX SVC	04/05/2013	375.84	100-51500-217
Total DIVERSIFIED BENEFIT SVC INC:					375.84	
FASTENAL COMPANY						
1255	FASTENAL COMPANY	WIWHT11360	STREET/OPERATING SUPPLIE	04/05/2013	22.42	100-53230-340
Total FASTENAL COMPANY:					22.42	
FERO, DENNIS						
243	FERO, DENNIS	824892	FIRE/#109 REPAIRS	04/05/2013	1,133.35	100-52200-241
Total FERO, DENNIS:					1,133.35	
FIRE-RESCUE SUPPLY LLC						
3886	FIRE-RESCUE SUPPLY LLC	4515	CRASH CREW/SAFETY VESTS	04/05/2013	525.00	100-52210-810
Total FIRE-RESCUE SUPPLY LLC:					525.00	
FORT HEALTHCARE						
151	FORT HEALTHCARE	128067	POLICE PATROL/PROFESSION	04/05/2013	56.74	100-52110-219
Total FORT HEALTHCARE:					56.74	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
FRANK BROS INC						
1438	FRANK BROS INC	54379	STREET/FILL MATERIAL	04/05/2013	717.54	100-53320-460
Total FRANK BROS INC:					717.54	
GRAINGER INC						
367	GRAINGER INC	9085804533	WASTEWATER/GLOVES	04/05/2013	113.20	620-62870-340
Total GRAINGER INC:					113.20	
GRAY'S INC						
962	GRAY'S INC	30444	STREET/REPAIR PARTS	04/05/2013	3,332.57	100-53320-353
Total GRAY'S INC:					3,332.57	
HARRISON WILLIAMS MCDONNELL						
62	HARRISON WILLIAMS MCDONN	203246	CDA/LEGAL	04/05/2013	1,120.00	900-56500-212
Total HARRISON WILLIAMS MCDONNELL:					1,120.00	
HAVILL-SPOERL						
1386	HAVILL-SPOERL	343492	WASTEWATER/#26 TRANSMISS	04/05/2013	89.95	620-62840-351
1386	HAVILL-SPOERL	343499	WASTEWASTEWATER/#26 REP	04/05/2013	7.72	620-62840-351
1386	HAVILL-SPOERL	343597	STREET/#25 & #21 REPAIRS	04/05/2013	358.30	100-53230-354
Total HAVILL-SPOERL:					455.97	
HOMETOWN NEWS LIMITED PTNRSHIP						
1879	HOMETOWN NEWS LIMITED PT	29019	GEN ADMN/MGMT ANALYST	04/05/2013	82.40	100-51400-310
Total HOMETOWN NEWS LIMITED PTNRSHIP:					82.40	
JOHN DEERE FINANCIAL						
6276	JOHN DEERE FINANCIAL	60547	STREET/#5 TIRE REPAIRS	04/05/2013	50.00	100-53320-353
6276	JOHN DEERE FINANCIAL	60650	STREET/TIRE REPAIRS	04/05/2013	55.00	100-53320-353
6276	JOHN DEERE FINANCIAL	60849	STREET/#60 TIRES	04/05/2013	900.00	100-53320-353
6276	JOHN DEERE FINANCIAL	IC08059	STREET/TIRE ASSEMBLY	04/05/2013	308.85	100-53320-353
Total JOHN DEERE FINANCIAL:					1,313.85	
JOHNSON BLOCK & CO INC						
4258	JOHNSON BLOCK & CO INC	404789	FINANCE/AUDIT THRU 2/28/13	04/05/2013	6,000.00	100-51500-214
4258	JOHNSON BLOCK & CO INC	404789	WATER/AUDIT THRU 2/28/13	04/05/2013	3,000.00	610-61923-210
4258	JOHNSON BLOCK & CO INC	404789	WASTEWATER/AUDIT THRU 2/2	04/05/2013	3,000.00	620-62810-219
4258	JOHNSON BLOCK & CO INC	404789	STORMWATER/AUDIT THRU 2/2	04/05/2013	1,500.00	630-63300-214
4258	JOHNSON BLOCK & CO INC	404789	TIF 4/AUDIT THRU 2/28/13	04/05/2013	2,500.00	440-57663-219
Total JOHNSON BLOCK & CO INC:					16,000.00	
LAKESIDE INTERNATIONAL TRUCKS						
3670	LAKESIDE INTERNATIONAL TR	5019271P	STREET/#3 REPAIRS	04/05/2013	31.26	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5019459P	STREET/#2 REPAIRS	04/05/2013	174.63	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5019461P	STREET/#2 REPAIRS	04/05/2013	2.56	100-53320-353
Total LAKESIDE INTERNATIONAL TRUCKS:					208.45	
LARK UNIFORM INC						
605	LARK UNIFORM INC	135057	POLICE PATROL/CHIEF'S BADG	04/05/2013	91.95	100-52100-118

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total LARK UNIFORM INC:					91.95	
LAWSON PRODUCTS INC						
289	LAWSON PRODUCTS INC	9301504884	STREET/HARDWARE	04/05/2013	119.66	100-53230-340
Total LAWSON PRODUCTS INC:					119.66	
LEAGUE OF WI MUNICIPALITIES						
308	LEAGUE OF WI MUNICIPALITIE	24475	GEN ADMN/BINNIE REGIONAL	04/05/2013	20.00	100-51400-211
Total LEAGUE OF WI MUNICIPALITIES:					20.00	
LOWREY, BRADLEY D						
5708	LOWREY, BRADLEY D	1546	NEIGHBORHOOD SVC/SNOW S	04/05/2013	140.00	100-52400-219
Total LOWREY, BRADLEY D:					140.00	
MADISON TRUCK EQUIPMENT INC						
1461	MADISON TRUCK EQUIPMENT I	3-58301	STREET/REPAIR PARTS	04/05/2013	1,038.60	100-53320-353
Total MADISON TRUCK EQUIPMENT INC:					1,038.60	
MATENAER, JOSEPH						
1806	MATENAER, JOSEPH	234486	STORMWATER/SWEEPER SPE	04/05/2013	295.00	630-63310-353
1806	MATENAER, JOSEPH	234487	STORMWATER/SWEEPER SPE	04/05/2013	147.20	630-63310-353
Total MATENAER, JOSEPH:					442.20	
MIDSTATE EQUIPMENT-JANESVILLE						
1470	MIDSTATE EQUIPMENT-JANES	I52468	STREET/REPAIR PARTS	04/05/2013	40.94	100-53320-353
1470	MIDSTATE EQUIPMENT-JANES	I53507	STREET/CABLE	04/05/2013	30.98	100-53320-353
Total MIDSTATE EQUIPMENT-JANESVILLE:					71.92	
MIDWEST RADAR & EQUIPMENT						
677	MIDWEST RADAR & EQUIPMEN	149315	POLICE PATROL/EQUIPMENT R	04/05/2013	200.00	100-52110-242
Total MIDWEST RADAR & EQUIPMENT:					200.00	
MORGAN BIRGE & ASSOCIATES INC						
4591	MORGAN BIRGE & ASSOCIATE	MC0050422	WASTEWATER/PHONE	04/05/2013	75.00	620-62820-225
Total MORGAN BIRGE & ASSOCIATES INC:					75.00	
MORTON SALT INC						
615	MORTON SALT INC	5400115455	STREET/ROAD SALT	04/05/2013	5,691.51	100-53320-460
615	MORTON SALT INC	5400116672	STREET/ROAD SALT	04/05/2013	1,451.92	100-53320-460
Total MORTON SALT INC:					7,143.43	
OFFICE DEPOT						
4146	OFFICE DEPOT	647804538001	POLICE ADMN/OFFICE SUPPLI	04/05/2013	155.88	100-52100-310
Total OFFICE DEPOT:					155.88	
PITNEY BOWES INC						
109	PITNEY BOWES INC	4010385-MR13	FINANCE/INSERTER	04/05/2013	287.54	100-51500-310

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
109	PITNEY BOWES INC	4010385-MR13	WASTEWATER/INSERTER	04/05/2013	261.41	620-62820-310
109	PITNEY BOWES INC	4010385-MR13	WATER/INSERTER	04/05/2013	261.40	610-61921-310
109	PITNEY BOWES INC	4010385-MR13	STORMWATER/INSERTER	04/05/2013	60.99	630-63300-310
Total PITNEY BOWES INC:					871.34	
PMI						
5492	PMI	0396106	RESCUE/OPERATING SUPPLIE	04/05/2013	1,388.30	100-52300-340
Total PMI:					1,388.30	
PTM DOCUMENT SYSTEMS						
5680	PTM DOCUMENT SYSTEMS	0024397	FINANCE/W2C FORMS	04/05/2013	26.66	100-51500-310
Total PTM DOCUMENT SYSTEMS:					26.66	
QUILL CORPORATION						
445	QUILL CORPORATION	1069650	GEN ADMN/OFFICE SUPPLIES	04/05/2013	16.06	100-51400-310
445	QUILL CORPORATION	1069650	DPW/OFFICE SUPPLIES	04/05/2013	16.06	100-53100-310
445	QUILL CORPORATION	1069650	REC/OFFICE SUPPLIES	04/05/2013	13.76	100-55210-310
445	QUILL CORPORATION	9926597	NEIGHBORHOOD SVC/PAPER	04/05/2013	1.17	100-52400-310
445	QUILL CORPORATION	9926597	GEN ADMN/PAPER	04/05/2013	6.00	100-51400-310
445	QUILL CORPORATION	9926597	COUNCIL/PAPER	04/05/2013	6.00	100-51100-310
445	QUILL CORPORATION	9926597	PLANNING/PAPER	04/05/2013	6.00	100-56300-310
445	QUILL CORPORATION	9926597	REC/PAPER	04/05/2013	1.20	100-55210-310
445	QUILL CORPORATION	9926597	DPW/PAPER	04/05/2013	1.20	100-53100-310
445	QUILL CORPORATION	9926597	CDA/PAPER	04/05/2013	1.20	900-56500-310
445	QUILL CORPORATION	9926597	SENIORS/PAPER	04/05/2013	1.20	100-55310-340
445	QUILL CORPORATION	9926597	GEN ADMN/FILE FOLDERS	04/05/2013	12.75	100-51400-310
445	QUILL CORPORATION	9926597	DPW/FILE FOLDERS	04/05/2013	12.75	100-53100-310
445	QUILL CORPORATION	9926597	REC/FILE FOLDERS	04/05/2013	10.93	100-55210-310
Total QUILL CORPORATION:					106.28	
RICOH USA INC						
90	RICOH USA INC	16230770	WATER/COPIER	04/05/2013	25.91	610-61903-310
90	RICOH USA INC	16232946	RESCUE/COPIER	04/05/2013	60.61	100-52300-310
90	RICOH USA INC	16232947	FIRE/COPIER	04/05/2013	27.39	100-52200-310
Total RICOH USA INC:					113.91	
ROBIN'S TRUCKING LLC						
4290	ROBIN'S TRUCKING LLC	1314	STREET/SNOW REMOVAL	04/05/2013	2,018.75	100-53320-295
Total ROBIN'S TRUCKING LLC:					2,018.75	
S & H TRUCK SERVICE						
388	S & H TRUCK SERVICE	11189	FIRE/#1221 REPAIRS	04/05/2013	295.66	100-52200-241
388	S & H TRUCK SERVICE	11215	STREET/BATTERY	04/05/2013	147.60	100-53230-352
Total S & H TRUCK SERVICE:					443.26	
SCHAEFFER MFG CO						
1063	SCHAEFFER MFG CO	BA2365-INV1	STREET/OPERATING SUPPLIE	04/05/2013	618.00	100-53230-340
Total SCHAEFFER MFG CO:					618.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
SCHOPEN'S AUTOMOTIVE SVC LLC						
137	SCHOPEN'S AUTOMOTIVE SVC	38929	INSURANCE/2011 IMPALA REP	04/05/2013	1,326.43	100-51540-520
Total SCHOPEN'S AUTOMOTIVE SVC LLC:					1,326.43	
SENTRY OF WHITEWATER, DANIELS						
2	SENTRY OF WHITEWATER, DA	01/03/2013	RESCUE/OPERATING SUPPLIE	04/05/2013	134.60	100-52300-340
2	SENTRY OF WHITEWATER, DA	01/03/2013	RESCUE/OPERATING SUPPLIE	04/05/2013	18.87	100-52300-340
2	SENTRY OF WHITEWATER, DA	01/13/13	RESCUE/OPERATING SUPPLIE	04/05/2013	77.70	100-52300-340
2	SENTRY OF WHITEWATER, DA	02/05/2013	RESCUE/OPERATING SUPPLIE	04/05/2013	77.80	100-52300-340
Total SENTRY OF WHITEWATER, DANIELS:					308.97	
SNODEPOT						
6395	SNODEPOT	203555	STREET/NAVISTAR OIL PAN	04/05/2013	747.00	100-53320-353
Total SNODEPOT:					747.00	
TELVENT DTN INC						
5788	TELVENT DTN INC	3978669	EM GOV/ANNUAL CONTRACTU	04/05/2013	4,008.00	100-52500-295
Total TELVENT DTN INC:					4,008.00	
TRAFFIC & PARK CONTROL INC						
96	TRAFFIC & PARK CONTROL IN	1415407	STREET/MAIN & PRINCE REPAI	04/05/2013	8,669.00	100-53300-354
Total TRAFFIC & PARK CONTROL INC:					8,669.00	
UW WHITEWATER						
8	UW WHITEWATER	18393	STREET/BULBS	04/05/2013	9.79	100-53420-820
8	UW WHITEWATER	18393	LIBRARY BLDG/JANITORIAL SU	04/05/2013	74.50	100-55111-355
8	UW WHITEWATER	18393	GEN BLDG/JANITORIAL SUPPLI	04/05/2013	50.35	100-51600-340
8	UW WHITEWATER	18393	INNOVATION CTR/BULBS	04/05/2013	70.34	920-56500-250
8	UW WHITEWATER	18393	STREET/JANITORIAL SUPPLIES	04/05/2013	49.94	100-53230-340
8	UW WHITEWATER	18393	LIBRARY/PAPER	04/05/2013	111.70	220-55110-310
8	UW WHITEWATER	18393	GEN BLDG/JANITORIAL SUPPLI	04/05/2013	144.21	100-51600-340
8	UW WHITEWATER	18393	INNOVATION CTR/FLAG	04/05/2013	28.36	920-56500-250
8	UW WHITEWATER	SO000717	RESCUE/AD	04/05/2013	224.00	100-52300-340
Total UW WHITEWATER:					763.19	
VON BRIESEN & ROPER SC						
1988	VON BRIESEN & ROPER SC	172037	LEGAL/POLICE FLSA ISSUES	04/05/2013	150.50	100-51300-219
Total VON BRIESEN & ROPER SC:					150.50	
WALWORTH CO PUBLIC WORKS DEPT						
2484	WALWORTH CO PUBLIC WORK	01/31/2013	STREET/BRIDGE INSPECTIONS	04/05/2013	953.36	100-53300-821
Total WALWORTH CO PUBLIC WORKS DEPT:					953.36	
WALWORTH CO REGISTER OF DEEDS						
1799	WALWORTH CO REGISTER OF	201300000022	GEN ADMN/FEEES	04/05/2013	30.00	100-51400-310
Total WALWORTH CO REGISTER OF DEEDS:					30.00	
WASSEL HARVEY & SCHUK LLP						
241	WASSEL HARVEY & SCHUK LL	82679	COURT/FEB SVC	04/05/2013	162.50	100-51200-219

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total WASSEL HARVEY & SCHUK LLP:					162.50	
WAUSAU EQUIPMENT CO INC						
387	WAUSAU EQUIPMENT CO INC	153886	STREET/SNOW PLOW REPAIR	04/05/2013	966.99	100-53320-353
Total WAUSAU EQUIPMENT CO INC:					966.99	
WE ENERGIES						
2764	WE ENERGIES	3411366	PARKS/TRATT & STARIN RD ST	04/05/2013	578.00	100-53270-340
Total WE ENERGIES:					578.00	
WELDERS SUPPLY CO BELOIT INC						
49	WELDERS SUPPLY CO BELOIT	211163	RESCUE/YEARLY LARGE RENT	04/05/2013	440.00	100-52300-340
Total WELDERS SUPPLY CO BELOIT INC:					440.00	
WHITEWATER FIRE DEPT						
284	WHITEWATER FIRE DEPT	MARCH 2013	CRASH CREW/ME & MY PETS	04/05/2013	14.23	100-52210-340
284	WHITEWATER FIRE DEPT	MARCH 2013	FIRE/ROCK CO OFFICER ASSN	04/05/2013	250.00	100-52200-340
284	WHITEWATER FIRE DEPT	MARCH 2013	FIRE/MATC TEST TAYLOR & FR	04/05/2013	160.00	100-52200-211
284	WHITEWATER FIRE DEPT	MARCH 2013	FIRE/HOME LUMBER	04/05/2013	63.96	100-52200-211
284	WHITEWATER FIRE DEPT	MARCH 2013	FIRE/CREDIT CARD BILL	04/05/2013	406.76	100-52200-340
Total WHITEWATER FIRE DEPT:					894.95	
WI DEPARTMENT OF ADMINISTRATION						
135	WI DEPARTMENT OF ADMINIST	BLDG PERMIT	NEIGHBORHOOD SVC/SEAL &	04/05/2013	310.00	100-52400-310
Total WI DEPARTMENT OF ADMINISTRATION:					310.00	
WI LIFT TRUCK CORP						
1473	WI LIFT TRUCK CORP	131309829	WASTEWATER/FORKLIFT SER	04/05/2013	329.96	620-62850-357
Total WI LIFT TRUCK CORP:					329.96	
YES EQUIPMENT SERVICES INC						
5765	YES EQUIPMENT SERVICES IN	INV00181761	STREET/AIR FILTER	04/05/2013	77.80	100-53230-352
Total YES EQUIPMENT SERVICES INC:					77.80	
Grand Totals:					78,299.89	

Dated: 03/27/2013

Finance Director: DOUG SAUBERT

Report Criteria:

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

**Minutes of Board of Trustees Regular Meeting
Monday, February 18, 2013, 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

Also present: Matt Amundson

1. President Nosek called the meeting to order at 6:30 p.m.
2. The consent agenda was approved as presented: Winship/Helmick. Ayes: Knight, Nosek, Leaver, Helmick, Winship.
3. Circulation, service, and Mango statistics reports for January 2013 were acknowledged, noting a 16% circulation increase over December 2012 (18,656 items). Winship/Knight. Ayes: Helmick, Nosek, Leaver, Knight, Winship.
4. Acknowledgment of receipt of treasurer's report for January 2013: Leaver/Winship. Ayes: Helmick, Nosek, Knight, Winship, Leaver.
5. Citizen input regarding matters not on agenda: none.
6. OLD BUSINESS:
 - a) Library Building Expansion Project. Lunsford reminded the board that in 2009 they had discussed the possibility of partnering with other municipal departments to build a multi-use center--one-stop shopping, so to speak. With the reevaluation of the library project this is an alternative to be reconsidered. This initial discussion led to a request for examples of similar projects to be brought to a future meeting. Lunsford will also check with architect McCarthy for examples his firm might provide.
 - b) Council and Community Communications: Information from the State Annual Report will be shared with the Council.
7. NEW BUSINESS:
 - a) State Annual Report was approved for submission. Items of interest therein: Total circulation in 2012 was 197,978 items. Total of registered borrowers was 13,006; some 4,537 persons attended 155 library programs.
 - b) Director's annual evaluation forms were distributed and special board meeting date set for March 11 at 6:30 p.m.
 - c) Proposed revision to the Homebound Service Policy approved as written. Helmick/Winship. Ayes: Knight, Nosek, Leaver, Winship, Helmick.
 - d) Proposed revision to the Circulation Policy was approved as written. Winship/Knight. Ayes: Helmick, Nosek, Leaver, Knight, Winship.
8. DIRECTOR'S REPORT: Lunsford was asked to serve on the SHARE Agreement Development Committee by the Mid-Wisconsin director to work out the formal agreement MWFLS needs to have with Lakeshores System. Lunsford is looking into getting Boopsie for Libraries to develop a mobile app for the ILY library catalog. The library is also going to be a pilot project for Strive, a local startup with a community engagement software product that will allow online registration for library programs; permit users to share information about programs with Facebook friends; and enable people who come to the community to see what's available at the library on their mobile devices. It is already in use by the Parks and Recreation department and has potential to connect with more potential users and streamline registration and statistics-gathering.
9. ADULT SERVICES REPORT: The coupon exchange program was implemented the first week of January and seems to be working well. People have been great about bringing in their unwanted coupons. We have even received them through the mail.

Three people took advantage of the “Book a Librarian” program in January. One person needed help purchasing and downloading magazines to their Nook, one person needed help navigating an online class they were taking and the third person wanted assistance using their Kindle; also, two patrons were helped with their iPad and using Overdrive, and another in downloading books to their Kindle. An article about the upcoming program “Crafting with the Cricut” was sent to the local newspapers as well as The Banner. There have been many inquiries about the program scheduled for Tuesday, February 5th from 6:00-7:00 p.m., for adults and teens ages 15 or older. “Our Voices, Our Town” is the theme for the 2013 Big Read event. Libraries are encouraged to host a book discussion for either “Our Town” or “The Bridge of San Luis Rey,” both by Thornton Wilder. Diane will also organize an adult program for the Big Read. The Jefferson County Literacy Council will be hosting their annual “Taste of Literacy” on Saturday, February 23 from 5:00-8:00 p.m. at the Jefferson Area Business Center.

10. YOUTH SERVICES REPORT: Registration began on January 2 for the Winter – Spring 2013 Storytime Session. Storytime began on January 15, 2013. Lego Club and Home Schooling were also held in January. Diane and Cathy have been assigned the small display case for this year. In January, they had a Lego Club display. The designs from December were on display in the case until January 15. Children then put their designs from the January Lego meeting in the case. It was fun to watch the children carefully putting their designs in the display case. They and their parents were quite proud to have the designs so prominently displayed. Luckily, a mother and her children have volunteered to take apart the Lego designs each month on the Monday before Lego Club. This is wonderful as it is time consuming to take apart all those designs. Cathy attended a Summer Reading Workshop in Horicon. She and Sherry Pontel have already starting planning various programs. In January Cathy led the Crime Club discussion. The book was Florida Straits; since it took place in Key West, she thought participants should have Key Lime pie while discussing the book. Very tasty. This year, there are more programs planned when children do not have school. On January 25, we held a family gaming day from 1:00 – 4:00 PM.
11. Board member reports: Helmick complimented the library staff for its cheerful and unfailingly courteous and helpful service and said he was glad to see library publicity notices in the Register, Daily Union and Banner.
12. Board member requests for future agenda items: Continued discussion of possible combination of library/municipal services in one center.
13. Special board meeting for evaluation of director will be on March 11 at 6:30 p.m. The next regular board meeting will be on March 18, 2013, 6:30 pm.
14. The meeting was adjourned on a Knight/Leaver motion at 7:35 p.m.

**City of Whitewater
Parks and Recreation Board
Minutes
Monday, February 4, 2013 - 5:00pm
Cravath Lakefront Room - 2nd Floor, City Municipal Building
312 W. Whitewater St. Whitewater, WI 53190**

Call to Order and Roll Call

Jen Kaina, Teri Smith, Bruce Parker, Brandon Knedler, Ken Kidd, Rachel DePorter, and Kim Gosh

Staff: Matt Amundson, Deb Weberpal, Michelle Dujardin

Guests: Karen Coburn, Blake Scharine, Tiiu-Gray-Fow, Richard Helmick, Dave Saalsaa

Consent Agenda: Approval of Parks and Recreation Board minutes of January 7, 2012, Receipt and acknowledgement of Urban Forestry Commission minutes of December 4, 2012, and Expedited approval of the following items, per staff recommendation: C1 (Approval of request by Minneiska Ski Team to be included in facility reservation policy as a partner organization)

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

No Citizen Comments

Staff Reports:

Parks & Recreation Director

- Sports Coordinator: 5 Candidates have been selected for an interview; each candidate will receive a 30 minutes tour of Whitewater parks & facilities, and then meet with the interview team. Jeff Behrens is not able to be part of the interview panel.
- Strive: The program is up and running with Youth Baseball and Softball. Participants can register through the current settings. Whitewater, Fort Atkinson, and Milton are the test cities for Strive. The ultimate goal is to be completely mobile by summer.
- Treyton's Field of Dreams: The updated site plan is going to Council Tuesday, February 5th. Golden State Foods made a donation of \$50,000.
- Discover Whitewater Series: The half marathon/5K/Fun Run will take place on Sunday, September 22, 2013. A committee has been established and is moving forward with plans. The committee is also working on a health expo leading up to the event.
- Website & Social Media: The department is looking how to expand our presence through media. We are currently working on domain name for the department, if anyone has ideas please send to Matt.

Recreation & Community Events Programmer:

- Freeze Fest: Freeze Fest 2013 will take place Saturday, February 16th at Cravath Lakefront Park. As of January 29, 2013 there were 182 plungers, 3 chili cook off registrants. The Chamber of Commerce has also joined Freeze Fest and will be taking over the horse drawn wagon ride offering in store savings all day during the Freeze Fest.
- Tourism: Whitewater Tourism Council, Downtown Whitewater, Inc., and Whitewater Chamber of Commerce are coming together to be housed in one location downtown.

- W3 Wellfest: March 10th at Whitewater High School. Cooking classes, healthy seminars, and resource fair will be filling the High School. If anyone is interested in being part of the resource fair, contact W3.
- Slim Down Challenge: W3 is partnering with Fort Health Care in providing a healthy 12 week challenge of staying healthy and active. Teams need to be a minimum of 4 people but up to a maximum of 6 people. To register, visit www.forthhealthcareslimdown.com

Senior Coordinator

- Haney lecture series: The program is averaging over 60 participants per lecture. We are very excited to have home schooled children attending lectures.
- Chili Cook Off at Freeze Fest: Registrations are due by Friday. Looking for one more judge and participants.
- Newsletter Advertising Contact Referrals: If you know of anyone knew that would like advertise, please contact Deb.
- Community Senior Resource Meeting: A meeting will be held twice a year to explore and make sure we don't duplicate sources. A senior resource fair is being created for the first week of May.
- Classical Turkey Tour: Trips are part of fundraising and benefits Seniors In The Park directly.

Considerations:

Appointment to Whitewater Aquatic Center Board.

Amundson stated due to scheduling conflicts Jen Kaina is not able to continue serving on the Aquatic Center Board. The Aquatic Center Board is the third Thursday of the Month at the Aquatic Center at 7am. DePorter makes the motion to nominate Teri Smith for Whitewater Aquatic Center Board. Seconded by Kaina. Ayes: Kaina, Smith, Parker, Knedler, DePorter, Kidd, and Gosh Noes: None. Abstain: None. Absent: Jaeger .

Smith accepted nomination.

Discussion and possible action on ideas for possible educational programming to create awareness of Emerald Ash Borer treatment options among private homeowners (Urban Forestry Commission)

Amundson referred to packet for proposed EAB document. Kidd complemented information and questioned the elimination of the wording on page 12 "Possibility of partnership with City of Whitewater to help defray cost". Kidd commented the statement on page 13 "The City of Whitewater does not endorse soil applied products due to high toxicity of products and increased chance of harm to mammals and aquatics species" , should highlight the caution but not be a blanket statement.

Gray: Commented that the topic of partnership was brought as a suggestion

Weberpal: Suggested using the TV Show Park Bench to talk about EAB in April.

Smith: Suggested taking the statement and replacing the word "high" with "possible"

Knedler. Suggests changing the statement to read: The City of Whitewater recommends carefully following the manufacturing instructions when applying soil applied products due to high toxicity of products and potential harm.

Smith moved to accept the Information for homeowners on Emerald Ash Borer with the deletion of the sentence on page 12 "Possibility of partnership with City of Whitewater to help defray cost" and the sentence adjustment on page 13 to read "The City of Whitewater recommends carefully following the manufacturing instructions when applying soil applied products due to high toxicity of products and potential

harm. “ Seconded by Kaina. Ayes: Kaina, Smith, Parker, Knedler, DePorter, Kidd, and Gosh Noes: None. Abstain: None. Absent: Jaeger . Motion passed.

Discussion and possible action related to future tree planting in Cravath Lakefront Park

Amundson commented that concerns were raised over trees that were planted at Cravath Lakefront Park and their impact to the ability to host events in the park. Amundson stated City Manager, Cameron Clapper has stated the two newly planted trees located on the top area of the park will be relocated in the lower end of the park due to problems these trees currently pose to events. Amundson also informed the audience that any board member can request an agenda item and it will be on a future agenda.

Amundson referred to minutes from the Parks& Recreation Board Minutes of November 2 , 2009 and Whitewater Street Corridor Redevelopment Plan 9/6/94 in regards to tree planting.

Parker: Stated that event set up, moving of equipment, the weight of equipment damaging root system, safety concerns, and growing events will be constricted by these additional trees. Parker recommends we have a plan that we adopt for future discussions. Parker suggests that trees being moved could also be used as replacement trees for those ash trees marked to be taken down.

Gray: This is a much bigger issue than just a few trees, but what is this park suppose to be. Gray proposed a spring meeting with all stakeholders that use the park.

Knedler: Any group who would like to come to the Park & Recreation Board to talk usage or concerns about parks is more than welcome. Changes and recommendations to parks need to come through the Parks & Recreation Board.

Weberpal: It’s good to have a variety of types of parks. An open space event park is what Cravath Lakefront Park was set to be.

Coburn: Not to say we can’t change or adapt as time goes by.

Saalsaa: It was smart planning of Cravath Lakefront Park as an open park. We need to have events to bring in as much tourism as possible to stimulate economy and promote economic development.

Parker: When the designated ash trees are taken out, hold off on replacing them until all the stake holders can get together and talk about options.

Amundson: The current GIS map will be asked to get updated and can be used for the stakeholders meeting.

Scharine: We don’t want a grass parking lot but we like trees. We need to let time pass and see what the trees make the park look like for the future.

The Board directed Parks & Recreation Director to find a neutral location and individual to facilitate the stakeholders meeting.

Review and direction related to results of the “Recreation Clothing” quotations

Amundson referred to chart of three clothing bids received by Sassy Shirts, Aropa Designs, and Will Enterprise.

Kidd moved to split the order between Sassy Shirt and Aropa for selected items and have Matt negotiate prices, Seconded by Smith. Ayes: Kaina, Smith, Parker, Knedler, DePorter, Kidd, and Gosh Noes: None. Abstain: None. Absent: Jaeger . Motion passed.

Discussion and direction related to planning efforts of the Parks & Recreation Department

Amundson referred to packet and draft timeline for planning efforts in 2013.

Kidd suggested asking consultant to review draft plan and creation of separate line for Cravath Lakefront Park meeting.

Smith motioned to approve chart with the addition of adding Cravath Lakefront Park meeting. Seconded by Kidd. Ayes: Kaina, Smith, Parker, Knedler, DePorter, Kidd, and Gosh Noes: None. Abstain: None. Absent: Jaeger . Motion passed.

Request for future agenda items

Adjourn

Motion to adjourn at 7:09pm by Kidd, seconded by Smith. Group voice confirmation.

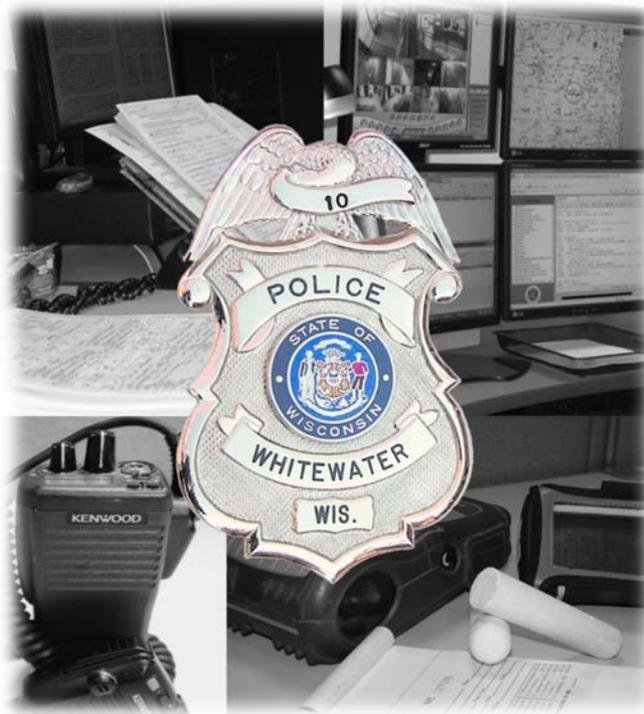
Respectfully submitted,

Michelle Dujardin

Michelle Dujardin

Whitewater Police Department Consolidated Monthly Report

February 2013



Lisa K. Otterbacher
Chief of Police

**Whitewater Police Department
312 West Whitewater Street
Whitewater, Wisconsin 53190**

Unified Crime Reporting Incidents
Year-to-Date Statistics

	No. of Incidents		Total Amount Lost	
	<u>2013</u>	<u>2012</u>	<u>2013</u>	<u>2012</u>
Murder/Non-Negligent Manslaughter	0	0	\$0	\$0
Sexual Assaults - 1st, 2nd, 3rd, 4th Degree	11	3	\$0	\$0
Total Robbery	1	0	\$350	\$0
Total Burglary	5	3	\$3,340	\$1,010
Total Motor Vehicle Thefts	1	0	\$2,000	\$0
<u>Thefts</u>				
Pocket Picking	0	0	\$0	\$0
Purse Snatching	0	0	\$0	\$0
Shoplifting	3	1	\$589	\$62
From Automoblies	2	6	\$410	\$1,026
Automobile Parts/Accessories	1	5	\$315	\$1,282
Bicycles	1	0	\$50	\$0
From Buildings	10	14	\$3,117	\$3,283
Coin Operated Machine	0	0	\$0	\$0
All Other	7	2	\$1,850	\$2,070
Total Thefts	24	28	\$6,331	\$7,723
Grand Total	42	34	\$12,021	\$8,733

Property Amount Stolen and Recovered
Year to Date Statistics

	<u>2013</u>	<u>2012</u>
Property Stolen	\$12,021	\$20,569
Property Recovered	\$7,285	\$6,553
Percentage Recovered/Stolen	61%	32%
Property Stolen Average per Month	\$6,011	\$10,285

NOTE: In addition to the recovery of stolen property, there was \$ 0.00 recovered as a result of restitution paid for investigative costs and non-sufficient funds checks cashed.

Year to date total \$ 0.00

Consolidated Monthly Report - February 2013

Comparison of Charges

Charge Totals:	Monthly	Year to Date
Adult	204	362
Juvenile	13	27
Combined Total	217	389

Charges	This Month	This Year to Date	Last Year to Date	Increase/Decrease
Animal Cruelty	0	0	1	-1
Animal Ordinance Violations	1	3	0	3
Arson	0	0	0	SAME
Assault (Aggravated)	2	4	1	3
Assault (Other)	5	6	2	4
Bail Jumping	5	7	6	1
Bomb Threat	0	0	0	SAME
Burglary	2	2	0	2
Burglary Tools - Possess	0	0	0	SAME
Cigarette / Tobacco Violation	0	0	3	-3
Citations Written for Parking Tickets	0	0	0	SAME
Contribute to Delinquency	0	0	2	-2
Contribute to Truancy	0	1	0	1
Controlled Substance - Possession	6	14	19	-5
Controlled Substance - Sale / Manufacture	14	15	9	6
Court Order Violation	1	1	1	SAME
Criminal Damage	6	8	10	-2
Criminal Trespassing	5	5	0	5
Curfew	0	0	0	SAME
Disorderly Conduct	15	35	53	-18
Embezzlement	0	0	0	SAME
Emergency Detention / Protective Custody	3	6	6	SAME
Escape	0	0	0	SAME
Facilitate Child Sex Crime by Computer Use	0	0	0	SAME
Fail to Obey Officer	0	0	4	-4
False Imprisonment	0	0	0	SAME
Fireworks - Sell / Discharge without Permit	0	0	0	SAME
Forgery and Counterfeiting	0	0	2	-2
Fraud	3	4	3	1
Illegal Blood Alcohol Content (IBAC)	10	16	19	-3
Impersonate Peace Officer	0	0	0	SAME
Kidnapping	0	0	0	SAME

Continued on next Page

Consolidated Monthly Report - February 2013

Charges	This Month	This Year to Date	Last Year to Date	Increase/ Decrease
Lewd and Lascivious Behavior	0	0	0	SAME
Liquor Laws	16	28	65	-37
Littering	0	0	0	SAME
Motor Vehicle Theft	0	2	0	2
Murder and Non-Negligent Manslaughter/Attempt	0	0	0	SAME
Negligent Handling of Burning Materials	0	0	0	SAME
Noise	2	3	6	-3
Obstruct / Resist Officer	1	7	8	-1
Obstructions on Streets Prohibited	0	0	0	SAME
Offenses Against Family and Children	0	0	0	SAME
Operate Auto While Intoxicated	11	17	20	-3
Park Regulations	0	0	0	SAME
Pornography / Obscenity	0	0	0	SAME
Possess Drug Paraphernalia	4	10	16	-6
Prostitution (Enticement)	0	2	0	2
Reckless Endangering Safety	0	0	0	SAME
Registered Sex Offender Violations	0	0	0	SAME
Robbery	0	0	0	SAME
Runaway	0	0	0	SAME
Sex Offenses (Other)	1	4	0	4
Sexual Assault - 1st Degree	0	1	1	SAME
Sexual Assault - 2nd Degree	0	2	0	2
Sexual Assault - 3rd Degree	1	1	0	1
Sexual Assault - 4th Degree	0	0	0	SAME
Solicitors / Peddlers Prohibited	0	0	0	SAME
Stolen Property	0	0	0	SAME
Theft (Except Motor Vehicle)	11	19	13	6
Traffic Offenses	74	137	156	-19
Traffic Ordinance Violations	0	1	0	1
Truancy	6	6	5	1
Warrant Served - Local	6	14	32	-18
Warrant / Pickups for Other Agencies	5	7	17	-10
Weapons (Conceal / Possess / Negligent Use)	1	1	2	-1
Zoning Violations	0	0	0	SAME
Total	217	389	482	-93

Miscellaneous Activities and/or Complaints

Type of Activity/Complaint	This Month	This Year to Date	Last Year to Date
Calls for Service	551	1,023	1,033
Activity Logs *	6	12	22
Traffic Stops *	162	359	358
Family Disturbances	4	8	6
Noise Complaints	40	66	45
Animal Complaints	7	27	26
False Alarms	8	15	13

* Officer initiated activities

Motor Vehicle Accidents

Type of Activity/Complaint	This Month	This Year to Date	Last Year to Date
Fatal	0	0	0
Personal Injury	3	5	4
Pedestrian/Bicycle	0	0	0
Hit and Run	7	13	10
Property Damage over \$1000	30	38	15
Property Damage under \$1000	7	10	23
Total	47	66	52

Parking Tickets Issued

Type of Activity/Complaint	This Month	This Year to Date	Last Year to Date
Issued by Patrol Officers	307	468	482
Issued by Community Service Officers	78	202	274
Total	385	670	756

Monies Received

Type	This Month	This Year to Date	Last Year to Date
Bicycle Licenses	\$0.00	\$0.00	\$0.00
Citations/Warrant Payments	\$2,737.20	\$3,850.70	\$8,654.28
Miscellaneous	\$7.62	\$11.92	\$34.16
Parking Permits	\$1,205.00	\$7,150.00	\$4,715.00
Parking Violations	\$8,147.02	\$16,427.02	\$19,025.00
PD Honor Box *	\$659.06	\$1,075.01	\$0.00
Total	\$12,755.90	\$28,514.65	\$32,428.44

* As of 5/30/12, the Police Department absorbed the cash receipting for the parking honor box payments.

Overtime Hours

Type	This Month	This Year to Date	Last Year to Date
Administrative Duties	2.000	4.500	7.000
Bike Patrol	0.000	0.000	0.000
County Court	35.000	47.250	33.250
Municipal Court	9.000	13.000	19.250
Data Entry	0.000	5.500	10.250
Foot Patrol	0.000	0.000	0.000
Investigation	76.000	146.500	83.250
Meeting	23.250	34.250	31.750
Officer In Charge	33.000	60.250	30.750
Other *	10.500	20.250	30.500
Parking	0.000	0.000	10.000
Prisoners (Transport/Custody)	7.250	13.750	10.750
Radio Dispatch	1.250	2.750	17.750
Reports	9.750	18.250	35.750
Roll Call	25.500	54.500	26.750
Special Event	0.000	1.000	33.000
Squad Patrol	39.250	66.500	87.000
Traffic	0.000	0.000	0.000
Training	35.750	79.000	153.500
Holidays	0.000	106.500	98.000
Total	307.500	673.750	718.500

* Other consisted of overtime for Presentations Given and to Assist in Jefferson County Dispatch Interviews.

WPD Personnel Training

- From February 4th – 6th, Officer Becker attended Step Wise Interviewing training held in Pewaukee.
- On February 11th and 12th, Officer Erickson attended ARIDE training in Watertown.
- On February 12th, Dispatchers Petersen and Millis attended training on Crimes in Progress held in South Milwaukee.
- On February 14th, RCC Lentz and Dispatchers Hogue and Reddy attended TIME Inservice and Recertification training held in Oak Creek.
- On February 20th, Det. Meyer, Officer Oliver and Juvenile Officer Valadez attended training in Elkhorn on White Collar Crimes.
- On February 21st, Dispatcher Ojibway attended TIME Inservice and Recertification held in DeForest.

Presentations and Appearances by WPD Personnel

- On February 13th, Sgt Bradford and Officer Weston gave a presentation on Response to Active Threats at Schools to the Whitewater Unified School District Staff.
- On February 15th, Sgt. Bradford gave a presentation on Response to Active Threats at Schools to the Whitewater Public Library Staff.
- On February 27th, Sgt Bradford gave a presentation on Response to Active Threats at Schools to the Whitewater Unified School District Staff (makeup day).

Proactive Community Policing and Crime Prevention Initiatives

- On February 19th, the Whitewater Police Department Crime Prevention Team met for their annual planning meeting.

***City of Whitewater
Week of the Young Child™***

Whereas, the University of Wisconsin-Whitewater Children's Center and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 14th through 20th; and

Whereas, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Whitewater; and

Whereas, teachers and others who make a difference in the lives of young children in Whitewater deserve thanks and recognition; and

Whereas, public policies that support early learning for all young children are crucial to young children's futures;

I, Cameron Clapper, City Manager of the City of Whitewater, do hereby proclaim April 14th through 20th as the Week of the Young Child™ in Whitewater and encourage all citizens to work to make a good investment in early childhood in Whitewater.

Cameron Clapper, City Manager

Michele R. Smith, City Clerk

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:

RESOLUTION TO OBTAIN NONPOINT SOURCE WATER POLLUTION GRANT FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES

A RESOLUTION authorizing the submittal of a state grant application by the City of Whitewater and the subsequent appropriation of City funds for Urban Nonpoint Source projects for planning, design, and construction of streambank stabilization measures along Whitewater Creek and planning, design, and construction of stormwater detention facilities.

WHEREAS, the City of Whitewater is qualified, willing and able to carry out all activities described in the state grant application; and

WHEREAS, in this action the Whitewater City Council has declared its intent to conduct the Stormwater Management projects described in the application; and,

WHEREAS, the City of Whitewater will maintain records documenting all expenditures made during the Urban Nonpoint Source Grant project; and,

WHEREAS, the City of Whitewater will submit a final report to the Department which describes all Urban Nonpoint Source project activities, achievements and data collected, and documentation of the project costs.

THEREFORE BE IT RESOLVED, that the Whitewater Common Council requests the funds and assistance available from the Wisconsin Department of Natural Resources under the Urban Nonpoint Source Grant Program will comply with state rules for the program, and,

BE IT FURTHER RESOLVED that the City of Whitewater will meet the obligations of the planning, design, and construction projects including timely publication of the results and meet the financial obligations under this grant including the prompt payment of our commitment to planning, design, and construction project costs.

Adopted on the 4th day of April, 2013

Resolution introduced by Councilmember _____, who moved its adoption. Seconded by Councilmember _____.

AYES:

NOES:

Cameron Clapper, City Manager

ABSENT:

Michele R. Smith, City Clerk

ADOPTED:

**RESOLUTION CLARIFYING THE STATUS OF WHITEWATER
MUNICIPAL CODE SECTION 19.51.050 B. CONCERNING ALLOWED
LOCATION OF OFF-SITE PARKING**

03/28/13 10:00 a.m. draft

WHEREAS, the City of Whitewater Municipal Code Section 19.51.050 B. was enacted in 1982, and

WHEREAS, in the year 2000 certain amendments were passed concerning Section 19.51.050, and

WHEREAS, said amendments did not repeal or change Section 19.51.050 B., and

WHEREAS, when the 2000 amendments to Section 19.51.050 were published by the City of Whitewater's Municipal Codebook publishing company, the company, in error, showed that Section 19.51.050 B. had been repealed, and

WHEREAS, it is necessary to pass this resolution to correct the error and affirm that Whitewater Municipal Code Section 19.51.050 B. is still in full force and effect and has been since 1982.

Now, therefore, **BE IT RESOLVED**, that the Common Council of the City of Whitewater hereby affirms that Whitewater Municipal Code Section 19.51.050 B. is in full force and effect and has been in full force and effect since 1982. Said Section reads as follows:

19.51.050 B. Location shall be on the same lot as the principal use or not over six hundred feet from the principal use. Such parking areas shall be in the same ownership as the principal use or leased on a long-term basis (more than five years).

Now, therefore, **BE IT FURTHER RESOLVED**, that the City of Whitewater's Municipal Codebook publishing company is hereby directed to publish 19.51.050 B. as a part of the City of Whitewater's Municipal Code.

Resolution introduced by Councilmember _____ , who moved its adoption. Seconded by Councilmember _____.

AYES:

NOES:

Michele R. Smith, City Clerk

ABSENT:

Cameron Clapper, City Manager

ADOPTED:

City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: 04/04/2013 ITEM: C-1 Approval of contract with Design Alliance

PRESENTER: Matt Amundson, Parks & Recreation Director

PREVIOUS ACTION, IF ANY: 7/17/12 Approval of site plan
7/24/12 Award of bid to FieldTurf
2/5/13 Presentation on Field of Dreams project
3/19/13 Award of engineering contract to Strand for site layout

SUMMARY OF ITEM BEING PRESENTED:

This proposal is to prepare and design the concession and rest room facility to be built in Starin Park as part of the Field of Dreams project. Proposals were solicited from Strand (\$25,000) and The Design Alliance (\$16,000). The Design Alliance completed similar work on a facility we are modeling this project after in Fort Atkinson at Memorial Park.

BUDGET IMPACT, IF ANY:

The funds for the design and construction will be paid for from the Whitewater Community Foundation fund.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY:

The Urban Forestry Commission and Parks and Recreation Board have approved site plans for the project.

STAFF RECOMMENDATION:

My recommendation is for approval. This work creates the needed plans and processes to gain final approval from the UFC, Parks & Recreation Board, Plan Commission and Council.

RECOMMENDED MOTION:

Approve proposal for architectural services agreement with The Design Alliance for the proposed concession stand/restroom/pavilion for Treyton's Field of Dreams for a not-to-exceed fee of \$16,000.

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

Proposal from The Design Alliance

FOR MORE INFORMATION CONTACT:

Matt Amundson, 262-473-0122 or mamundson@whitewater-wi.gov

the Design
Alliance
Architects, Inc.

March 18, 2013

Matt Amundson
 Parks and Recreation Director
 Whitewater, WI

Re: Proposal for Architectural Services
 Treyton's Field of Dreams -- Concession Stand / Pavilion

Mr. Amundson,

Thank you for contacting us regarding this wonderful project in a park with which I have had a lifelong connection. I grew up a block away and spent a tremendous part of my youth in Starin Park. Clarence and May Kachel were my neighbors and I was a Kachel's Kid back in the early 70's. More recently, I coached girls softball here in Fort and have been back at Starin Park playing with both my daughter's teams. Just last week I took a nostalgic drive through after delivering my now college age daughter to visit friends in Wells Hall.

Through the years, we have enjoyed working with Whitewater and the Parks Department on some very successful projects:

Starin Park Community Building -- Expansion / Remodel
 White Memorial Library -- Rear Entrance / Elevator Remodel
 Cravath Lake Community Center
 Whitewater Police Department -- Dispatch Remodel
 Trippe Lake Pavilion
 Whitewater Armory -- Code Compliance Remodel

I haven't met the Kilar's but it's been impossible not to know them. The work they've done in their son's memory is incredible. I hope you / they have continued success moving the project forward.

Please feel free to contact me anytime.

Sincerely,



Peter Weston
 Architect / Owner
 The Design Alliance Architects, Inc.

Treyton's Field of Dreams Entry Pavilion / Concession Stand

Proposal for Architectural Services

ARCHITECTURAL SERVICES AGREEMENT Made this Tuesday, March 19, 2013, by and between The Design Alliance Architects, Inc. of 1001 Madison Avenue, Suite C, Fort Atkinson, Wisconsin, (hereinafter the Architect), and City of Whitewater, 312 W. Whitewater St., Whitewater, WI (hereinafter the Owner).

The parties agree as follows:

I. Project Understanding:

We propose to produce comprehensive architectural services for the construction of the proposed concession stand / restroom / pavilion for Treyton's Field of Dreams. The general scope of the project is assumed similar to the pavilion at Trippe Lake. The building's size, layout, and architectural character are to be determined. We will coordinate with Strand & Associates to ensure that the building location is properly coordinated with their overall site design / engineering plan.

II. Scope of Services:

Building Design -- work hand-in-hand with city staff, project committees etc. to ensure the best location, layout and aesthetic design while staying within budget guidelines.

Cost Estimating -- ensure that the project stays within the defined budget.

Meeting Attendance -- attend meetings with city staff and stakeholders during design, with Plan Commission as necessary, and bi-weekly at project site once under construction.

Value Engineering -- if, during design, bidding or construction, more efficient options are put forward by any parties, we will consider their implementation (in consort with city staff) and implement them (if appropriate) with no additional charge to owner.

Orchestrate Bidding and Negotiation -- let project to competitive bidding process. Ensure specifics required for government project are met.

Construction Observation -- attend regular project meetings during construction phase. Work to assure that the city's best interests are being served throughout construction.

Timeline:

Design (w/meetings & reviews):	2-4 weeks
Construction Documents:	6-8 weeks
Bidding and Negotiation:	3-4 weeks
*Construction:	8-12 weeks

* It is understood that construction may not happen in 2013.

Services Not Included:

The following is a non-exhaustive list of related items that are **not** included with this proposal:

- Printing costs for plan sets.
- Permit fees.

III. Fees:

In consideration of the services provided, the Owner shall pay to Architect the following sums:

Fixed Fee: \$16,000.00

Billing will be done per the following schedule:

Schematic Design:	10%
Design Development:	10%
Construction Documents:	60%
Bidding and Negotiation:	10%
Construction Observation:	10%

B) A down payment in the amount of \$0 shall be paid to the Architect by the Owner upon the signing of this document

Additional Services:

No additional services shall be performed by the Architect without prior written consent of the Owner.

No additional services are anticipated.

Should additional services become necessary, they will be billed as follows:

- | | | |
|----|----------------|----------|
| 1) | Architect | \$85/hr. |
| 2) | Draftsperson | \$75/hr. |
| 3) | Administrative | \$30/hr. |

- C) All fees are due upon services being rendered by the Architect.

Interest will accrue on fees at the rate of 1.5% per month commencing ten (10) calendar days from the date of the billing to the Owner by the Architect.

- D) The Owner shall fully reimburse the Architect for all expenses incurred by the Architect during this project. Such expenses include, but are not limited to, the following:

Permit Fees
 Printing Fees
 Mileage is **NOT** a billable expense.

IV. Modifications – To Be Enforceable:

All changes or other modifications to this Agreement must be in writing and agreed to by the parties.

V. Lien Rights:

Pursuant to Section 779.02, Wisconsin Statutes, Architect reserves the right to file a lien upon Owner's property for unpaid services rendered by Architect in this matter.

VI. Applicable Law:

This agreement shall be interpreted pursuant to the laws of the State of Wisconsin.

VII. Insurance:

The Design Alliance Architects, Inc. is fully insured. A copy of our Errors and Omissions insurance is available upon request (delivered directly from Johnson Insurance).

VIII. Miscellaneous:

This agreement is binding upon the parties themselves, their agents, assignees, and successors-in-interest.

The Design Alliance Architects, Inc.

City of Whitewater



3.19.13

Peter A. Weston, Owner Date

Matt Amundson Date
Parks & Recreation Director



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04/04/2013**

ITEM: **Township Road Use Agreement(s) relating to
Land Application of Bio-solids**

PRESENTER: **Wastewater Superintendent**

PREVIOUS ACTION, IF ANY: **none**

SUMMARY OF ITEM BEING PRESENTED:

The Wastewater Utility works with several land owners within surrounding townships for the land application of bio-solids. Historically, either the Director of Public Works or the City Manager has signed similar agreements to work together with adjoining townships and their landowners. The townships of Johnstown, Koshkonong, and Richmond have requested that written road use agreements be put in place prior to use by Wastewater Utility trucks in transport to and from bio-solids land application sites. The City Manager and Wastewater Utility Superintendent wish to use the template included with this summary sheet for all future agreements thereby formalizing the process and making consistent all future agreements related to this issue.

Staff seeks authorization to utilize the included template as the template for all agreements related to this issue.

BUDGET IMPACT, IF ANY:

If township roads were to be damaged as a result of the hauling of bio-solids, the City would be required to help fund road repairs. Funds for such repairs would be taken from the budget for the Wastewater Utility.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: None

STAFF RECOMMENDATION: Staff recommends approval.

RECOMMENDED MOTION:

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

Template of Township Road Use Agreement

FOR MORE INFORMATION CONTACT:

Tim Reel, treel@whitewater-wi.gov, 262.473.5920.

AGREEMENT FOR USE OF TOWN ROADS

THIS AGREEMENT is made by and between the Town of _____ (“the Town”), by _____, as Town Chair and highway maintenance officer of the Town, and the City of Whitewater (“the City”).

RECITALS

- A. The City wishes to use Town roads for the hauling of sludge for spreading on farm fields.
- B. Pursuant to Wis. Stat § 349.16, the Town, through its officer in charge of maintenance of highways, has the power to prevent the operation of vehicles on town roads in order to prevent injury to such roads; and
- C. It is the mutual desire of the parties to facilitate the City’s use of Town roads in a manner so that such roads will not be damaged, and that the cost of any damage to roads will be borne by the City.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, the parties agree as follows:

- 1. Access. The City shall, upon execution of this Agreement, have immediate access to the Town roads for delivery of sludge to be applied to fields within the Town.
- 2. Term. The City’s access to Town roads granted hereunder shall terminate upon notice from the Town.
- 3. Indemnity. The City shall indemnify the Town, its insurers, successors and assigns, for all damages, expenses, and costs the Town may incur as a result of damage to Town roads from vehicles and equipment owned by or under the control of the city, including all attorneys’ fees and costs reasonably incurred in enforcing this Indemnity Agreement. The duty to indemnify hereunder shall survive beyond the term of the City’s access to Town roads, but shall be limited to claims related to damages caused during the term of such access.
- 4. Counterparts. The parties may execute different copies of this Agreement in lieu of executing the same copy, and each party shall be bound by the terms of this Agreement upon delivery of a copy bearing the party’s signature by electronic mail or telephone facsimile to the other party or its attorney.

SIGNATURE PAGE AT THE FOOT OF A TWO-PAGE AGREEMENT FOR USE OF TOWN ROADS CONSISTING OF THREE (3) RECITALS FOLLOWED BY FOUR (4) PARAGRAPHS.

TOWN OF

Dated: _____

By: _____

CITY OF WHITEWATER

Dated: _____

By: _____

Cameron L. Clapper, City Manager



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04/04/2013**

ITEM: **Lawson Cooperative Purchasing Agreement**

PRESENTER: **Wastewater Superintendent**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

Throughout the year, the Wastewater Utility makes purchases from several hardware vendors. The Wastewater Utility has historically had a good working relationship with Lawson Products for some of those purchases. Approval of this agreement would not bind, obligate, or require the City to purchase future products from Lawson Products but would allow all city departments purchasing materials from Lawson Products to receive better pricing and free shipping. Purchases for items that will be used in public construction projects, where public bidding is required, could not be purchased under this contract.

BUDGET IMPACT, IF ANY: **None**

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: **None**

STAFF RECOMMENDATION: **This agreement has been reviewed by the City Attorney, Finance Director, City Manager, and Wastewater Utility Superintendent. Staff recommends approval.**

RECOMMENDED MOTION:

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

PSA Benefits Information Sheet

Lawson PSA Contract

FOR MORE INFORMATION CONTACT:

Tim Reel, treel@whitewater-wi.gov, 262.473.5920.

Purchasing Solutions Alliance

a purchasing cooperative for public agencies

INTERLOCAL PURCHASING AGREEMENT

THIS INTERLOCAL AGREEMENT (“ILA”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the Brazos Valley Council of Governments, hereinafter referred to as “BVCOG,” having its principal place of business at 3991 East 29th St., Bryan, Texas 77802, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Cooperative Member,” having its principal place of business at _____

WHEREAS, BVCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, BVCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, BVCOG has instituted a cooperative purchasing program, hereinafter referred to as the “**Purchasing Solutions Alliance**” or “**PSA**,” under which it contracts with eligible entities under the Act; and

WHEREAS, Cooperative Member has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on _____ (Date), and that it desires to contract with BVCOG on the terms set forth below;

NOW, THEREFORE, BVCOG and the Cooperative Member do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Cooperative Member represents and warrants to BVCOG that it is eligible to contract with BVCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

BVCOG and the Cooperative Member agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Article(s) 7 or 8.

ARTICLE 5: SCOPE OF SERVICES

The Cooperative Member appoints BVCOG its true and lawful purchasing agent for the purchase of certain products and services through the **Purchasing Solutions Alliance** cooperative purchasing program. All purchases hereunder shall be in accordance with Texas statutes and procedures governing competitive bids and competitive proposals and in accordance with specifications and contract terms established by BVCOG, and at the prices available and published by BVCOG. Ownership (title) to products purchased through contracts awarded pursuant to the **PSA** program shall transfer directly from the contractor to the Cooperative Member. Nothing in this Agreement shall prevent the Cooperative Member from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

ARTICLE 6: PAYMENTS

Upon delivery of goods or services purchased and presentation of a properly documented invoice, the Cooperative Member shall promptly, and in any case within thirty (30) days, pay the vendor and/or contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall BVCOG have any financial liability to the Cooperative Member for any goods or services Cooperative Member procures through its **PSA** program.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. BVCOG reserves the right to make changes in the scope of products and services offered through the **PSA** cooperative purchasing program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

BVCOG or the Cooperative Member may cancel this Agreement at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligations of the Cooperative Member, including obligations to pay any vendor or contractor for all goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the Cooperative Member.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by either party of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE 12: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas.

b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

**Brazos Valley Council of Governments
Purchasing Solutions Alliance
3991 East 29th St.
Bryan, Texas 77802**

Name of Cooperative Member

Mailing Address

City, State, ZIP Code

BVCOG Executive Director or Designee

Name & Title of Primary Contact Person

Signature of Executive Director or Designee

Telephone

Date: _____

E-mail Address

Michael D. Lucas
Attest: **PSA Program Manager**

Name & Title of Chief Elected Official or Designee

Attest: _____
Signature of **PSA Program Manager**

By: _____
Signature of Chief Elected Official or Designee

Date: _____

Date: _____



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Let our Technical Experts help you find the right products, quickly



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99% of all lines ship complete within 24 hours

Purchasing Solutions Alliance Contract (PSA) for MRO Equipment, Supplies and Services

Contract #12-100

This contract can be utilized by all state and local governments, all tax supported entities, and non-profit agencies including:

- Cities, Counties and other Local Governments
- Political Subdivisions and Planning Commissions
- School Districts, Colleges and Universities
- Emergency Medical Services and Fire Districts
- Hospitals and Hospital Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts and Districts
- Utility Districts
- State Agencies
- Nonprofits

Your Key Contacts

PSA Contact Information

Michael D. Lucas, Program Manager
Office: 979.595.2801 x2035
Fax: 979.595.2810
Email: mlucas@bvcog.org

Lawson Products Customer Care

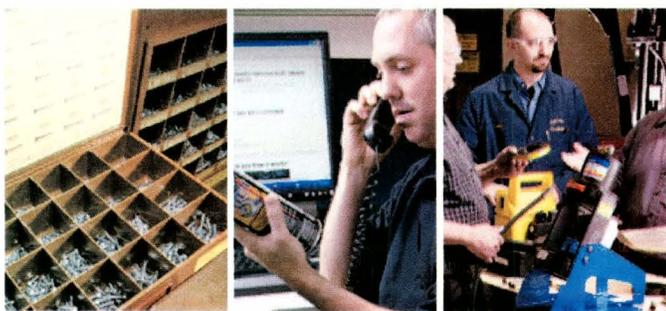
Call: 800.890.8198
Fax: 312.267.1734
E-mail: strategic.accounts@lawsonproducts.com

Lawson Products Major Accounts Contacts

William (Billy) Cervantes
Strategic Account Manager
847.226.2775
bill.cervantes@lawsonproducts.com
Lisa Castanon
Contracts and Sales Support Manager
773.304.5438
lisa.castanon@lawsonproducts.com



LAWSON Products



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Get product specifications including MSDS sheets and reference guides

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PSA Member Services

PSA will solicit input and contract needs from interested public agencies, research products, write technical specifications and performance requirements, solicit competitive bids and proposals, evaluate bid and proposal responses and assist with order placement and resolving order issues.

PSA Membership Advantages:

1. Volume purchasing discounts
2. Expedites the procurement process for member entities
3. No cost or fees to participate
4. No minimum spending requirements
5. PSA absorbs the administrative cost of preparing and soliciting bids and publishing legal notices
6. Complies with state purchasing codes for all eligible members
7. Proficient contract administration

Not a member yet?

Becoming a member is free and easy.

Membership requires the governing body or designee of an entity to approve the PSA Interlocal Purchasing Agreement (ILA).

Please use the following process to approve the agreement:

- STEP 1:** Go to psabuy.org and select membership page.
- STEP 2:** Print two copies of the PSA Interlocal Purchasing Agreement and fill in all required information.
- STEP 3:** Obtain the signature of the Chief Elected Official or Designee of your entity.
- STEP 4:** Send both documents with original signatures to PSA at the address indicated on the agreement.
- STEP 5:** PSA will execute both copies of the agreement and return one to your entity. A PSA member will contact you to initiate your membership.



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City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04/04/2013**

ITEM: **Facility Plan Update**

PRESENTERS: **Cameron Clapper, City Manager and Tim Reel, Wastewater Superintendent**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

In December 2010, a draft Wastewater Utility Facility Plan was completed for the City by Strand Associates. Since that time, several improvements to our Wastewater Treatment Plant have been made and new opportunities to incorporate energy saving measures relating to biogas reclamation and use have been discovered. Tim Reel will review portions of the 2010 draft and identify areas where updates to the plan may be in order. Based on feedback from the Common Council, staff will start preparations to solicit proposals for an update to the plan. The updated document will serve as a support and guideline for future Capital Improvement Plan (CIP) planning at the Wastewater Treatment Plant. This is an opportune time to discuss the update as we anticipate the start of a strategic planning process within the next few months and the development of an updated CIP document to accompany the budget later this year.

BUDGET IMPACT, IF ANY: **To be determined.**

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: **None**

STAFF RECOMMENDATION: **Staff would seek confirmation on moving forward with the soliciting of proposals for an update to the Wastewater Utility Facility Plan.**

RECOMMENDED MOTION:

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

The document will be available electronically at the meeting. However, prior to the meeting the document is available on the City's website at the link below. Tim has recommended review of Section 8-Recommended Alternatives of the Facility Plan in preparation for the meeting.

http://www.whitewater-wi.gov/images/stories/public_works/wastewater/WWTP_Draft_Plan.pdf

FOR MORE INFORMATION CONTACT:

Tim Reel, treel@whitewater-wi.gov, 262.473.5920.



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04.04.2013**

ITEM: **DLK Enterprises, Inc. Agreement for conduit installation on North Prince Street.**

PRESENTERS: **Cameron Clapper, City Manager**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

During the recent reconstruction of North Prince Street, DLK Enterprises was granted permission to install conduit adjacent to City-owned conduit within the City's right-of-way. The conduit is in place and DLK Enterprises, Inc. is ready to install fiber optic cabling in the conduit. The agreement was not brought before the Council at that time. Staff is bringing this agreement before the Council at this time for approval.

BUDGET IMPACT, IF ANY: **None**

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: **None**

STAFF RECOMMENDATION: **Staff would recommend approval of this agreement.**

RECOMMENDED MOTION:

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

Draft Agreement

FOR MORE INFORMATION CONTACT:

Cameron Clapper, City Manager, cclapper@whitewater-wi.gov, 262.473.0100.

AGREEMENT FOR INSTALLATION AND USE OF CONDUIT
(12/12/12 @ 2:00 p.m. draft)

THIS AGREEMENT is made and entered into by and between the City of Whitewater, a Wisconsin municipal corporation, hereinafter at times referred to as WHITEWATER, and DLK Enterprises, Inc, hereinafter at times referred to as DLK.

WHEREAS, WHITEWATER has certain public roadway rights, title and interest to North Prince Street in the City of Whitewater, and

WHEREAS, DLK wishes to install and use conduit within the North Prince Street right-of-way, at its sole risk, cost and expense in the area shown and marked on the attached Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the parties agree as follows:

1. DLK may install and use conduit (approximately 635.71 feet) at its sole cost and expense in the general location shown on Exhibit A, however, the actual location and depth of the installation shall be subject to the approval of the City of Whitewater City Manager.
2. After the installation, DLK shall restore the site of installation to its pre-installation condition. There shall be no above ground cabinets or markers in the right-of-way.
3. WHITEWATER shall have the right at any time to require DLK at DLK's sole cost and expense to remove or relocate said conduit and its contents should it be deemed necessary by WHITEWATER for any reason, including the repair, replacement, inspection or relocation of the road or utilities in the right-of-way.
4. WHITEWATER shall not be liable to DLK for any damages Whitewater or it's agents or employees causes to said cable while repairing, replacing, inspecting, relocating or working on the roadway or while installing, inspecting, maintaining, repairing or working on any utilities within said right-of-way area.
5. DLK shall be responsible for taking any and all action necessary to become a member of Diggers Hotline, Incorporated and abide by all Diggers Hotline, Incorporated rules and regulations and shall further be required to make arrangements for marking the location of the cable as is necessary to protect said conduit in case of any digging in the area.
6. DLK hereby releases and discharges WHITEWATER from any and all liability, costs, expenses, claims, demands or suits DLK may have against WHITEWATER arising out of DLK's installation, use, maintenance or relocation of said conduit and its contents. DLK hereby agrees to hold WHITEWATER harmless and does undertake to fully indemnify WHITEWATER from any claims made against WHITEWATER

arising out of the use, installation, maintenance or relocation of said conduit and its contents.

This agreement shall bind the respective parties hereto, their heirs, successors, personal representatives and assigns

Executed at Whitewater, Wisconsin on the dates written below.

CITY OF WHITEWATER

By: _____
Cameron Clapper, City Manager Date

By: _____
Michele Smith, City Clerk Date

DLK ENTERPRISES, INC.

By: Michael Kachel 3.26.13
~~Larry~~ Kachel, President Date
Michael

This document drafted by:

Attorney Wallace K. McDonell
Whitewater, WI 53190



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04.04.2013**

ITEM: **DLK Enterprises, Inc. Agreement for conduit installation on North Prince Street.**

PRESENTERS: **Cameron Clapper, City Manager**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

In conjunction with the North Prince Street agreement for the installation of conduit, DLK Enterprises, Inc. has requested access to city-owned conduit at the intersection of Main Street and Prince Street to connect fiber lines on North Prince Street to fiber lines on the south side of Main Street. The City is currently in discussions with Wisconsin Independent Network (WIN) regarding the use of the same conduit for installation of a fiber line that would connect LINCS Elementary School, Whitewater Middle School, and the School District Office as well as provide sufficient fiber to extend a line from the intersection of Prince Street and Main Street to the Municipal Building via Main and Fremont Streets. Space in the existing conduit is limited and may restrict the City's ability to do both.

One additional point to consider with this discussion is the overarching concern that Whitewater currently has no general policy or standard for the use of city-owned conduit by private entities to carry/hold privately-owned fiber. This overarching question must be considered when making a final decision on this request from DLK Enterprises.

BUDGET IMPACT, IF ANY: **None**

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: **None**

STAFF RECOMMENDATION: **Staff makes no recommendation at this time.**

RECOMMENDED MOTION: **Staff makes no recommended motion at this time.**

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

Draft Agreement

FOR MORE INFORMATION CONTACT:

Cameron Clapper, City Manager, cclapper@whitewater-wi.gov, 262.473.0100.

AGREEMENT FOR NON-EXCLUSIVE RIGHT TO USE CONDUIT
(12/12/12 @ 2:00 p.m. draft)

THIS AGREEMENT is made and entered into by and between the City of Whitewater, a Wisconsin municipal corporation, hereinafter at times referred to as WHITEWATER, and DLK Enterprises, Inc, hereinafter at times referred to as DLK.

WHEREAS, WHITEWATER has certain public roadway rights, title and interest to Main Street in the City of Whitewater, and

WHEREAS, DLK wishes to use city-owned conduit within the Main Street right-of-way, at its sole risk, cost and expense in the area shown and marked on the attached Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the parties agree as follows:

1. DLK may use (non-exclusively) the conduit at its sole cost and expense in the general location shown on Exhibit A, however, the actual location shall be subject to the approval of the City of Whitewater City Manager. The use of the conduit shall be non-exclusive and WHITEWATER shall have the right to use said conduit and allow other permittees to use the conduit.
2. After the installation, DLK shall restore the site of installation to its pre-installation condition. There shall be no above ground cabinets or markers in the right-of-way.
3. WHITEWATER shall have the right at any time to require DLK at DLK's sole cost and expense to remove or relocate the cable placed in the conduit by DLK (or other items installed in the conduit by DLK) should it be deemed necessary by WHITEWATER for any reason, including the repair, replacement, inspection or relocation of the road or utilities in the right-of-way.
4. WHITEWATER shall not be liable to DLK for any damages Whitewater or its agents or employees causes to said cable (or other items) while repairing, replacing, inspecting, relocating or working on the roadway or while installing, inspecting, maintaining, repairing or working on any utilities within said right-of-way area.
5. DLK shall be responsible for taking any and all action necessary to become a member of Diggers Hotline, Incorporated and abide by all Diggers Hotline, Incorporated rules and regulations and shall further be required to make arrangements for marking the location of its cable as is necessary to protect said cable in case of any digging in the area.
5. DLK hereby releases and discharges WHITEWATER from any and all liability, costs, expenses, claims, demands or suits DLK may have against WHITEWATER arising out of DLK's installation, use, or maintenance of said conduit. DLK hereby agrees to hold WHITEWATER harmless and does undertake to fully indemnify

WHITEWATER from any claims made against WHITEWATER arising out of DLK's use of the conduit.

This agreement shall bind the respective parties hereto, their heirs, successors, personal representatives and assigns

Executed at Whitewater, Wisconsin on the dates written below.

CITY OF WHITEWATER

By: _____
Cameron Clapper, City Manager Date

By: _____
Michele Smith, City Clerk Date

DLK ENTERPRISES, INC.

By: Michael Kachel 3.26.13
~~Larry Kachel~~, President Date
Michael
Kachel

This document drafted by:

Attorney Wallace K. McDonell
Whitewater, WI 53190

AGREEMENT FOR NON-EXCLUSIVE RIGHT TO ~~USE~~ INSTALL FIBER IN CONDUIT
(04-04-13 @ 1:50 p.m. Draft)

THIS AGREEMENT is made and entered into by and between the City of Whitewater, a Wisconsin municipal corporation, hereinafter at times referred to as WHITEWATER, and DLK Enterprises, Inc, hereinafter at times referred to as DLK.

WHEREAS, WHITEWATER has certain public roadway rights, title and interest to Main Street and Prince Street in the City of Whitewater, and

WHEREAS, DLK wishes to ~~use~~ install fiber in city-owned conduit at the intersection of Prince Street and Main Street (east side of intersection), within the Main Street/Prince Street right-of-way, at its sole risk, cost and expense in the area shown and marked on the attached Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the parties agree as follows:

1. DLK may use (non-exclusively) city conduit located on the east side of the intersection of Main Street and Prince Street to install fiber ~~the conduit~~ at its sole cost and expense in the general location shown on Exhibit A, however, the actual location and amount of fiber to be installed shall be subject to the approval of the City of Whitewater City Manager. The use of the conduit shall be non-exclusive and WHITEWATER shall have the right to use said conduit and allow other permittees to use the conduit. DLK shall also have the right to use the city handhole located at the southeast corner of Prince Street and Main Street for the purpose of installing the fiber. This use shall include the right to penetrate the handhole with interduct for the purpose of installing the fiber.
2. After the installation, DLK shall restore the site of installation to its pre-installation condition. There shall be no above ground cabinets or markers in the right-of-way.
3. WHITEWATER shall have the right at any time to require DLK at DLK's sole cost and expense to remove or relocate the ~~cable~~ fiber placed in the conduit by DLK (or other items installed in the conduit by DLK) should it be deemed necessary by WHITEWATER for any reason, including the repair, replacement, inspection or relocation of the road or utilities in the right-of-way. If Whitewater requires DLK to remove the fiber, Whitewater shall allow DLK a reasonable opportunity to install conduit in a different location which will allow DLK to replace the removed fiber.
4. WHITEWATER shall not be liable to DLK for any damages Whitewater or it's agents or employees causes to said ~~cable~~ fiber (or other items) ~~while~~ for any reason including repairing, replacing, inspecting, relocating or working on the roadway or while installing, inspecting, maintaining, repairing or working on any utilities within said right-of-way area.

March 14, 2013

Press Release

Walworth County Flood Risk Information Open House Scheduled

General public provided opportunity to find out more about floodplain management in their community

Madison – Representatives from the Wisconsin Department of Natural Resources (WDNR), in cooperation with the Department of Homeland Security's Federal Emergency Management Agency (FEMA), will be hosting a Flood Risk Information Open House on **Tuesday, April 9, 2013**, beginning at **6:00 p.m.** at the **Whitewater Town Hall, W8590 Willis Ray Road, Whitewater, WI**. This Open House will provide the public with an opportunity to review a recently completed preliminary Flood Insurance Study (FIS) and its accompanying preliminary Flood Insurance Rate Maps (FIRM) that include base flood information and areas subject to significant flood hazards within the county. *Please note that only areas impacted by the Lower Rock River Watershed restudy are affected by the new FIS and set of FIRMs. These river segments include the tributary to Delavan Lake, Little Turtle Creek Tributary, Spring Brook, Tributary to Galloway Creek, Whitewater Creek, and the Tributary to Whitewater Creek.* Also included in the FIS and the FIRMs is information utilized by public officials when permitting development in the floodplain. Please note, there will not be a presentation at the Open House, rather this is an opportunity to view the preliminary maps and FIS in preparation for the upcoming 90-day appeal period.

The Open House will be staffed with representatives from various local and state agencies, to provide you the most current information about flood risk, flood insurance, floodplain development regulations, and the process for floodplain mapping within Walworth County communities. New preliminary floodplain maps have been prepared and will be on display. Once the maps become effective in approximately one year, these maps will be used by floodplain permit officials, builders and developers, lenders, realtors, insurance agents and the general public to determine flood risk, develop mitigation measures, and encourage wise and responsible risk management decision-making.

Property owners, realtors, lenders, and insurance agents are encouraged to attend and take advantage of this opportunity to learn more about flood risk and hazard mitigation within their community. If you have any questions regarding this meeting, please contact G. Fritz Statz, at (608)266-2709 or Gary Heinrichs at (608) 266-3093, Wisconsin Department of Natural Resources Floodplain Planners.

FEMA prepares the nation for all hazards and manages federal response and recovery efforts following any national incident. FEMA also initiates mitigation activities, trains first responders, works with state and local emergency managers, and manages the National Flood Insurance Program and the U.S. Fire Administration. FEMA became part of the U.S. Department of Homeland Security on March 1, 2003.



March 26, 2013

Mr. Cameron Clapper
City Manager, City of Whitewater
P.O. Box 178
Whitewater, WI 53190

Dear Mr. Clapper,

On Tuesday, April 9, 2013, the Wisconsin Department of Natural Resources (WDNR) in cooperation with the Federal Emergency Management Agency (FEMA) is hosting a Flood Risk Information Open House for Walworth County. The event will be held at the Whitewater Town Hall, at W8590 Willis Ray Road, in Whitewater, WI and will begin at 6:00p.m. The governmental unit you represent recently received copies of preliminary (draft) floodplain maps, Summary of Map Actions (SOMA) lists and the Flood Insurance Study (FIS) report. The main purpose of the open house is to give you and the public an opportunity to review the preliminary maps produced for the floodplain map modernization project.

You are also invited to attend the local government officials' portion of the Open House earlier that day from 4:00–5:30pm. This meeting will also be held at the Whitewater Town Hall. At this meeting, WDNR and FEMA Officials will explain the overall mapping process, the collection of data, ordinance revision, process for appeals and other pertinent details. You will be free to ask questions and voice concerns related to the preliminary maps, SOMA lists and FIS report. And, you will be able to preview the large paper copies of the preliminary maps that will also be on display at the Open House.

The focus of the public portion of the Open House, scheduled to begin at 6:00p.m., is displaying the paper preliminary maps; there will not be a presentation at the evening Open House. FEMA and/or WDNR Officials will be available to address citizen concerns. Your Governmental Unit floodplain, building and zoning staff and engineers are encouraged to team with us at the Open House to present information and answer questions on your own flood protection permit requirements. Please contact me if you would like to set up a table with information so we can coordinate.

This Open House will be of particular interest to those living in or near areas of special flood hazards, realtors, insurance agents, developers and representatives of lending institutions. Members of the media and elected officials are also encouraged to attend. The DNR will publicize the event through local newspapers, libraries and builder's and realtor's associations.

If resources are available we encourage you to publicize the Open House to other groups or individuals so we have comprehensive notification of the event. Some other ideas are to post information on your website or distribute via e-newsletters and e-alerts if you have them. Or ask your local TV franchisee to post the attached flyer or scroll the information on your public access channels. Flyers could also be posted in local post offices, local government buildings and distributed to relevant organizations. Enclosed is a sample flyer and news release that you may use to publicize the Open House. Contact me if you would like an electronic copy of these notices.

Participation in the National Flood Insurance Program (NFIP) will require that your Governmental Unit adopt the new flood risk data into appropriate flood protection regulations/ordinance by the time the new Flood Insurance

Rate Map, or FIRM, goes into effect. It is suggested that you and/or your staff thoroughly review the preliminary FIRM and FIS prior to the Open House, so that you may voice any questions or concerns at the meeting.

I look forward to your participation in the Open House and local officials meeting on Tuesday, April 9, 2013. If you have any questions regarding this meeting, please contact G. Fritz Statz at (608) 266-2709 or Gordon.Statz@wisconsin.gov.

Sincerely,

Gordon F. Statz
GIS Project Lead
Wisconsin Department of Natural Resources
Bureau of Watershed Management

Enclosures:
Flyer
Press Release

CC: John Devine, FEMA Region V
Julia McCarthy, FEMA Region V
Lee Traeger, FEMA Region V
Michael Andrew, FEMA Region V
Rob Truelsen, STARR Region V
Tanya Lourigan, WDNR Water Regulation and Zoning Engineer
Lloyd Eagan, WDNR South Central Region Water Leader
Jim D'Antuono, WDNR Waterway Field Supervisor
Roxanne Gray, Wisconsin Emergency Management
Lieutenant John Ennis, Walworth County Emergency Management



FEMA

Flood Map Information Open House

Walworth County Residents

IN SELECT STREAMS OF THE LOWER ROCK RIVER WATERSHED

Tributary to Delavan Lake, Little Turtle Creek Tributary, Spring Brook, Tributary to Galloway Creek, Whitewater Creek, and the Tributary to Whitewater Creek

ARE YOU AT RISK?

- Devastating floods occur throughout the U. S. every year causing more than \$2 billion in damage.
- You have a 26% chance of experiencing a flood during the life of a 30-year mortgage compared to a 9% chance of a fire.
- Floods and flash floods occur in all 50 states.
- Losses due to flooding are not covered under most homeowners' or business policies.

Understand your risk. By attending this important Flood Map Information Open House, you will have the opportunity to locate your home on soon to be published preliminary Flood Insurance Rate Maps (FIRMs), and obtain valuable information on flood insurance coverage offered through the National Flood Insurance Program (NFIP). On hand will be representatives from FEMA, Wisconsin Department of Natural Resources and your local community who will address any questions you may have and provide you with **ways you can protect your home and loved ones from future flooding.**

PLEASE JOIN US!

Tuesday, April 9th
Starting at
6:00 pm

Whitewater Town Hall
W8590 Willis Ray Road
Whitewater, Wisconsin

