

**CITY OF WHITEWATER
COMMON COUNCIL AGENDA**
Common Council Meeting

Thursday, April 7, 2016 - 6:30 p.m.

**City of Whitewater Municipal Building Community Room
312 W. Whitewater St., Whitewater, WI 53190**

CONSENT AGENDA:

CA-A	Approval of Council Minutes of 3/1/16 .	P. 1
CA-B	Approval of Payment of City Invoices processed through 3/30/2016.	P. 7
CA-C	Acknowledgement of Receipt and Filing of the Following: *Police and Fire Commission Minutes of 11/19/15 and 1/18/16. *Zoning Update Committee Minutes of 2/4/16 and 2/23/16. *Plan and Architectural Review Commission Minutes of 1/11/16 and 2/8/16.	P. 12
CA-D	Expedited Approval of the Following Items, per City Staff Recommendation: C-5	n/a

STAFF REPORTS:

DTWW	Downtown Whitewater Report	n/a
City Manager	Proclamation Honoring Dave Saalsaa's contributions to the Downtown Whitewater, Inc. group.	n/a
Parks & Recreation Director.	Introduction of Aquatic & Fitness Programmer, Debbie Oas.	n/a

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	Resolution Authorizing the Issuance and Sale of up to \$21,605,138 Sewer System Revenue Bonds, Series 2016, and Providing for Other Details and Covenants with respect thereto, and approval of related \$22,312,638 Financial Assistance Agreement. (Finance Director Request).	P. 34
R-2	Authorizing application for Wisconsin Department of Natural Resources for three retention ponds. (Asst. City Manager Request).	P. 92
R-3	Award of \$1,350,000 in General Obligation Promissory Notes (Commercial Bank) and Award of \$1,350,000 in General Obligation Promissory Notes (First Citizens State Bank) for George Street, Center Street, Boone Court & Summit Street reconstruction project.	P. 164

R-4	Authorizing supporting a study by Walworth County of alternative long-term service delivery options relative to Fire and/or EMS Services. (City Manager Request).	P. 173
R-5	Adopting No-Fault Sewer Back Up Policy. (Asst. City Manager Request).	P. 208

ORDINANCES – First Reading

O-1	Amending Chapter 16.14, Grease Trap Ordinance. (Wastewater Treatment Plant Supt. Request).	P. 175
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ORDINANCES – Second Reading

O-2	Ordinance amending Zoning Code Chapter 19.21 (Multifamily Residence District) which includes, but is not limited to, changes to lot coverage restrictions, yard size requirements, and lot impervious surface regulations. (City Attorney Request).	P. 180
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CONSIDERATIONS:

C-1	Consideration of agreements in lieu of condemnation and easement agreements with Araceli Partida, Thayer Coburn, and Anne E. Flemming Coburn for the Ann Street Basin construction project.	P. 183
C-2	Action on request from Downtown Whitewater, Inc. for Street closures beginning May 3, 2016, to occur in conjunction with the City Market. (Asst. City Manager Request).	P. 206
C-3	Approval of agreement between City of Whitewater and Whitewater Fire Department for Fire / EMS services. (City Manager Request).	P. 215
C-4	Approval of Oak Street Lift Station Control Panel upgrades. (Wastewater Treatment Plant Supt.)	P. 240
*C-5	Authorization to purchase Police Car from Ketterhagen Motors of Whitewater, Wisconsin. (Police Chief Request).	P. 244
C-6	Councilmember Requests for Future Agenda Items.	n/a
C-7	Adjournment.	n/a

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.**

REMINDER: APRIL 19TH MEETING WILL BE HELD ON UWW CAMPUS

**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 1, 2016

The regular meeting of the Common Council was called to order at 6:30 p.m. by Council President Singer. MEMBERS PRESENT: Wellnitz, Langnes, Grady, Binnie, Goettl, Singer, Kidd. MEMBERS ABSENT: None. LEGAL COUNSEL PRESENT: None.

It was moved by Goettl and seconded by Binnie to approve the Council Minutes of 1/27/16, 2/2/16 and 2/18/16, and to acknowledge receipt and filing of the following: Fire – EMS Task Force Minutes of 1/20/16; Irvin L. Young Library Board Minutes of 1/18/16. AYES: Wellnitz, Langnes, Grady, Binnie, Goettl, Singer, Kidd. NOES: None. ABSENT: None.

PAYMENT OF INVOICES. It was moved by Goettl and seconded by Binnie to approve payment of city invoices in the total sum of \$71,480.07. AYES: Wellnitz, Langnes, Grady, Binnie, Goettl, Singer, Kidd. NOES: None. ABSENT: None.

STAFF REPORTS: Cable Coordinator Luckett gave a report on the upcoming digital storytelling workshop. City Manager Clapper updated the Council on the Joint Review Board action. Finance Director Saubert updated Council on the pending borrowing for the George and Center Street projects.

2015 BUDGET TRANSFER RESOLUTION.

**2015
BUDGET TRANSFER RESOLUTION I**

WHEREAS, the Common Council of the City of Whitewater adopted the Budget Resolution for 2015 on November 18, 2014, setting forth the detailed estimates of revenues and expenditures required for the various purposes performed by the City,

AND WHEREAS, certain accounts have demonstrated a need for additional funds to adequately perform the service,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Whitewater that the following budget changes are authorized:

1) EXPENDITURES:

Increase

General Fund #100

Legislative Support	100.51100.xxx	\$ 425
Court	100.51110.xxx	\$ 2,860
Legal	100.51300.xxx	\$ 3,145
General Administration	100.51400.xxx	\$ 3,806
Information Technology	100.51450.xxx	\$ 3,000
Financial Administration	100.51500.xxx	\$ 2,125
General Buildings/Plant	100.51600.xxx	\$ 1,802
Police Administration	100.52100.xxx	\$ 5,000
Police Patrol	100.52110.xxx	\$ 0
Police Investigation	100.52120.xxx	\$ 0

Community Service	100.52140.xxx	\$ 498
Neighborhood Services	100.52400.xxx	\$ 5,212
Fire Department	100.52200.xxx	\$ 30,000
Rescue Service	100.52300.xxx	\$ (30,000)
Communications/Dispatch	100.52600.xxx	\$ 7,290
Public Works-Administration	100.53100.xxx	\$ 884
Public Works-Shop/Fleet	100.53230.xxx	\$ 1,430
Public Works-Parks Maintenance	100.53270.xxx	\$ 2,472
Public Works-Streets	100.53300.xxx	\$ 5,745
Public Works-Snow & Ice	100.53320.xxx	\$ 1,077
Public Works-Street Lights	100.53420.xxx	\$ 102
Library Building	100.55111.xxx	\$ 381
Parks Administration	100.55200.xxx	\$ 1,716
Recreation Administration	100.55210.xxx	\$ 2,654
Senior Citizen's Program	100.55310.xxx	\$ 1,970
Contingencies	100.51100.910	\$ (53,594)
EXPENDITURES:		
Water Utility Fund 610	610.xxxxx.xxx	\$ 8,495
REVENUES:		
Retained Earnings	610.47493.61	\$ (8,495)
EXPENDITURES:		
Wastewater Utility Fund 620	620.xxxxx.xxx	\$ 14,726
REVENUES:		
Retained Earnings	620.49930.62	\$ (14,726)
EXPENDITURES:		
Stormwater Utility Fund 630	630.63310.xxx	\$ 3,683
REVENUES:		
Retained Earnings	630.49930.63	\$ (3,683)

To adjust for the additional 2% in salary/wages and related payroll rollups granted to employees per previously approved contracts and salary resolutions. Also adjusted for the payroll changes made within the fire/rescue services that was effective on July 1, 2015.

2) EXPENDITURES:		
<i>Increase/>Decrease></i>		
<u>General Fund #100</u>		
Facilities Maintenance		
Facilities Improvement	100.51600.245	\$ 1,773.11
Contingencies	100.51100.910	\$ (1,773.11)

To adjust for the supplies (123.11) plus stipend of (1,650) paid to Taylor McDarison for the production of Landmark Tiles.

3) EXPENDITURES:		
<i>Increase/<Decrease></i>		
<u>General Fund #100</u>		

Celebrations		
Celebrations/Awards	100.55320.790	\$ 5,000.00

Contingencies	100.51100.910	\$ <5,000.00>
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To adjust for the payment of \$5,000 made to Discover Whitewater Series for the 2015 sponsorship of the Half Marathon, 5k, Fit Kid Shuffle held on September 20, 2015.

4) EXPENDITURES:

Increase/<Decrease>

General Fund #100

Transfer-Library Special Revenue	100.59220.998	\$ 46,781.00
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Contingencies	100.51110.910	\$ (46,781.00)
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REVENUES:

Library Special Revenues#220

Rental House-416 West Center	220.48260.55	\$ <46,781.00>
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Fund Balance	220.49300.55	\$ 46,781.00
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To adjust for the rents due from the General Fund to the Library Special Revenue Fund for the rental property is owned by the Library at 413 west Center St. This adjustment covers several years.

5) EXPENDITURES:

General Fund#100

Facilities Maintenance

Improvements	100.51600.245	\$ 2,120.00
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Contingencies	100.51110.910	\$ <2,120.00>
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To adjust for the design expenses paid to Design Alliance for the rescue/fire sleeping area remodeling in the municipal building basement.

6) EXPENDITURES:

TID #4-Fund 440

Transfer-CDA-Admin Cost	440.57663.648	\$ 75,000.00
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REVENUES:

Fund Balance	440.49300.57	\$ <75,000.00>
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REVENUES:

CDA Fund #900

Transfer-TID #4-Administration	900.49262.56	\$ < 75,000.00>
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Fund Balance	900.49300.56	\$ 75,000.00
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The CDA board has passed a resolution and requests that \$75,000.00 be transferred from TID #4 to CDA Fund 900 for 2015 to cover administrative expenses for 2015. The CDA has contacted the State Dept. of Revenue and it has been determined that this is an allowable expenditure. The transfer will not change the anticipated final close-out of TID #4 The close out of TID #4 in 2021/2022.

IT IS FURTHER RESOLVED that no changes are made to the tax levy as originally made, and these changes represent shifts in income or expenditures actually experienced or anticipated.

Resolution introduced by Councilmember Goettl, who moved its adoption. Seconded by Councilmember Binnie. AYES: Wellnitz, Langnes, Grady, Binnie, Goettl, Singer, Kidd. NOES: None. ABSENT: None. ADOPTED: March 1, 2016.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

AMENDMENT TO FLOODPLAIN ZONING ORDINANCE. The proposed amendment to the flood plain ordinance was removed from the council agenda at the request of the City Attorney. The ordinance will be taken up at a later date.

FIRST READING OF CHAPTER 19 AS IT RELATES TO IMPERVIOUS SURFACE REGULATIONS. Councilmember Goettl, chair of the Committee appointed to review the zoning ordinance, indicated that the ordinance included in the council backup material had some errors on it, and contingent upon correction of those errors, the Committee requests approval of the ordinance.

INSERT ORDINANCE HERE ONCE RECEIVED FROM CHRIS MP

PRESENTATION ON DEVELOPMENT PROJECT THAT WOULD INCLUDE A NEW LIBRARY. City Manager Clapper reported that the Library Board members and some city staff members have met with Troy Hoekstra of United Development Solutions to discuss the possible construction of a library as part of a larger hotel development. Clapper noted that a similar development is currently under construction in Platteville. Like in Platteville, any potential development in Whitewater would be financed with a combination of private investment, new market and other tax credits, and public sources. For the first seven years of operation, the developer would own the property in order to reap the benefits associated with new market tax credits. Clapper indicated that after that seven years, the library portion of the development would likely be gifted back to the City. Clapper indicated that this would result in the City owning a new Library for much less than the actual cost to build it.

RELOCATION OF APRIL 19, 2016 COUNCIL MEETING TO CAMPUS LOCATION. On occasion, the Council meetings are held on the UWW campus. Consensus was to hold the 4/19/2016 Common Council meeting on the UW campus.

WASTEWATER TREATMENT PLANT WASTE RECEIVING STATION. Assistant to the City Manager McDonell indicated Wastewater Treatment Plant Project Alternate No. 7 includes construction of a 25,000 gallon concrete tank and cover, with associated equipment and utilities. The cost of Alternate No. 7 is \$431,103. McDonell proposed that the City enter into an agreement with Baker Tilly for the purpose of representing the City with finding a joint venture partner for the project. Numerous concerns about having a Waste Receiving station were expressed. It was moved by Binnie and seconded by Grady to invite Baker Tilley to the next

Council meeting for the purpose of presenting their plan, and to direct staff to research the matter, including reference checking. Also included was the rejection of alternate no. 7 except for the possibility of discussing the stub (\$52,000). [Stubs are not being rejected, but are being left open]. AYES: Wellnitz, Grady, Binnie, Singer, Kidd. NOES: Langnes, Goettl.

AUTHORIZATION TO PURCHASE COT LOADING MECHANISM USING HOSPITAL FUND MONIES. The Rescue Squad has requested authorization to purchase a cot loading mechanism at a cost of \$25,000, using hospital fund money. The Rescue Squad has indicated that it is difficult for members to lift some heavier patients, and purchase of the equipment will help reduce injuries for rescue squad staff. It was moved by Kidd and seconded by Binnie to authorize the expenditure of up to \$25,000 from the Hospital Fund for the purpose of purchasing a cot loading mechanism. AYES: Wellnitz, Grady, Binnie, Goettl, Singer, Kidd. NOES: Langnes. ABSENT: None.

SEWER CLAIM FILED BY CEDARS AND SCHMELING FOR 351 SUMMIT STREET. Property owners/Landlords Cedars and Schmeling submitted a claim to the City for damages incurred as a result of a sewer backup at 351 Summit Street. It was moved by Goettl and seconded by Langnes to deny the claim filed by Cedars and Schmeling. AYES: Wellnitz, Langnes, Grady, Binnie, Goettl, Singer. NOES: Kidd. ABSENT: None.

STRAND ASSOCIATES CONTRACTS / AGREEMENTS. It was moved by Binnie and seconded by Goettl to approve the following Strand contracts/agreements: One-Year Extension of Strand Associates Technical Services Agreement; Construction-Related Services Contract with Strand Associates for Center/Summit/Boone Street Reconstruction; and Construction-Related Services Contract with Strand Associates for George Street Reconstruction. AYES: Wellnitz, Langnes, Grady, Binnie, Goettl, Singer, Kidd. NOES: None. ABSENT: None.

DISPOSAL OF WASTEWATER UTILITY ITEMS (AUCTION). It was moved by Binnie and seconded by Goettl to approve of the sale of unused wastewater utility items. AYES: Wellnitz, Langnes, Grady, Binnie, Goettl, Singer, Kidd. NOES: None. ABSENT: None.

APPROVAL OF AGREEMENT FOR 2016 SANITARY SEWER MAINTENANCE ACTIVITIES. It was moved by Binnie and seconded by Goettl to approve an agreement with Great Lakes TV & Seal of Green Bay, Wisconsin (televising, chemical root foam and pressure test and seal) and approve an agreement with Terra Engineering of Madison, Wisconsin for completion of CIPP (cured in place pipe). Costs will vary based on field conditions. AYES: Wellnitz, Langnes, Grady, Binnie, Goettl, Singer, Kidd. NOES: None. ABSENT: None.

PURCHASE OF USED PICKUP TRUCKS AND A VAN. It was moved by Binnie and seconded by Goettl to approve the purchase of the following: 2011 regular cab work truck – Burtness Chevrolet - \$16,800; a 2012 regular cab work truck, 4 X 4 Countryside Auto Group - \$24,253.50; and a 2015 used cargo van 2500, Countryside Auto Group - \$25,268.50. Funding will come from the equipment replacement fund. AYES: Wellnitz, Langnes, Grady, Binnie, Goettl, Singer, Kidd. NOES: None. ABSENT: None.

COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS. Councilmember Kidd requested future discussion of the Fire Department Agreement.

EXECUTIVE SESSION. It was moved by Singer and seconded by Binnie to adjourn to Closed Session, to reconvene approximately 10 minutes after adjournment to closed session per

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”. **Items to be Discussed:** The proposed agreements with Don and Joann Wargowsky, Araceli Partida and Thayer A. Coburn and Anne E. Flemming-Coburn for acquisition of property interests for the Ann Street Basin project. AYES: Wellnitz, Langnes, Grady, Binnie, Goettl, Singer, Kidd. NOES: None. ABSENT: None. The Council adjourned to Executive Session at 8:05 p.m.

RECONVENE INTO OPEN SESSION. At 8:15 p.m., the council reconvened into open session.

AGREEMENT WITH DON WARGOWSKY FOR PURCHASE OF ANN STREET PROPERTY. It was moved by Binnie and seconded by Goettl to enter into an agreement with Don Wargowsky to purchase property on Ann Street, at a cost of \$19,500, for purposes of developing a detention basin. AYES: Wellnitz, Langnes, Grady, Binnie, Goettl, Singer, Kidd. NOES: None. ABSENT: None.

EXECUTIVE SESSION. It was moved by Singer and seconded by Goettl to Adjourn to Closed Session, NOT TO RECONVENE, pursuant to Chapter 19.81(1)(c) “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.” Item to be Discussed: City Manager’s Annual Performance Review. The regular portion of the meeting adjourned 8:17 p.m.

Respectfully submitted,

Michele R. Smith

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
ACCURATE APPRAISAL LLC						
4952	ACCURATE APPRAISAL LLC	MARCH 2016	ASSESSOR/MARCH SVC	04/08/2016	8,880.00	100-51400-219
Total ACCURATE APPRAISAL LLC:					8,880.00	
ALL PEST CONTROL						
4613	ALL PEST CONTROL	2015-2023	COMMUNITY BLDG/ PEST CON	04/08/2016	120.00	100-51600-355
Total ALL PEST CONTROL:					120.00	
ALLIANCE GROUP INC						
4204	ALLIANCE GROUP INC	81579	INNOVATION CTR/LAB ANALYSI	04/08/2016	105.00	920-56500-250
Total ALLIANCE GROUP INC:					105.00	
ANICH LUMBER & HARDWAR CO, AJ						
1601	ANICH LUMBER & HARDWAR C	29007	STORMWATER/ALUMNUM	04/08/2016	12.18	630-63600-340
1601	ANICH LUMBER & HARDWAR C	29174	STORMWATER/LUMBER	04/08/2016	184.80	630-63600-340
1601	ANICH LUMBER & HARDWAR C	29561	STORMWATER/LUMBER	04/08/2016	18.90	630-63600-340
Total ANICH LUMBER & HARDWAR CO, AJ:					215.88	
AT&T LONG DISTANCE						
4746	AT&T LONG DISTANCE	4746-040816	SAFETY BLDG/LONG DIST	04/08/2016	41.96	100-51450-225
4746	AT&T LONG DISTANCE	4746-040816	SENIORS/LONG DISTANCE	04/08/2016	72.71	100-55310-340
4746	AT&T LONG DISTANCE	4746-040816	STREET/LONG DISTANCE	04/08/2016	81.88	100-53230-241
4746	AT&T LONG DISTANCE	4746-040816	WASTEWATER/LONG DISTANC	04/08/2016	130.55	620-62820-225
Total AT&T LONG DISTANCE:					327.10	
BALL, RICHARD						
1033	BALL, RICHARD	38497	INNOVATION CTR/MATS & PAP	04/08/2016	254.10	920-56500-250
1033	BALL, RICHARD	38517	WASTEWATER/SHOP TOWELS	04/08/2016	83.15	620-62840-340
1033	BALL, RICHARD	38523	STREET/MATS & TOWELS	04/08/2016	120.05	100-53230-340
Total BALL, RICHARD:					457.30	
BANDT COMMUNICATIONS INC						
858	BANDT COMMUNICATIONS INC	2016800123	PARKS/HEADSET	04/08/2016	694.14	100-53270-359
Total BANDT COMMUNICATIONS INC:					694.14	
BOBCAT OF MADISON INC						
6144	BOBCAT OF MADISON INC	01-42913	STORMWATER/BROOM REPAI	04/08/2016	296.40	630-63310-353
Total BOBCAT OF MADISON INC:					296.40	
BROWN CAB SERVICE INC						
47	BROWN CAB SERVICE INC	1304	CAB SVC/FEB 2016	04/08/2016	10,789.55	235-51350-295
Total BROWN CAB SERVICE INC:					10,789.55	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
BURNS INDUSTRIAL SUPPLY						
28	BURNS INDUSTRIAL SUPPLY	603388	STREET/#62 REPAIRS	04/08/2016	102.85	100-53320-353
Total BURNS INDUSTRIAL SUPPLY:					102.85	
CITIES & VILLAGES MUTUAL INSURANCE CO						
6478	CITIES & VILLAGES MUTUAL IN	WC-16-1072	WORKERS COMP/2ND QUARTE	04/08/2016	36,181.00	100-21532
Total CITIES & VILLAGES MUTUAL INSURANCE CO:					36,181.00	
DECKER SUPPLY CO INC						
33	DECKER SUPPLY CO INC	890646	STREET/STREET SIGNS	04/08/2016	1,158.65	100-53300-354
33	DECKER SUPPLY CO INC	890711	STREET/SIGNS	04/08/2016	3,673.70	100-53300-354
33	DECKER SUPPLY CO INC	890712	STREET/TUBES	04/08/2016	803.75	100-53300-354
Total DECKER SUPPLY CO INC:					5,636.10	
DEMPICH HEATING AND COOLING LLC						
5283	DEMPICH HEATING AND COOLI	2281	WATER/MAIN PLANT FURNACE	04/08/2016	420.00	610-61935-350
Total DEMPICH HEATING AND COOLING LLC:					420.00	
DIVERSIFIED BENEFIT SVC INC						
4192	DIVERSIFIED BENEFIT SVC INC	218899	FINANCE/FLEX PLAN MARCH S	04/08/2016	389.95	100-51500-217
Total DIVERSIFIED BENEFIT SVC INC:					389.95	
DIVERSIFIED BUILDING MTN						
1809	DIVERSIFIED BUILDING MTN	131138	LIBRARY/JANITORIAL SVC	04/08/2016	1,506.00	100-55111-246
1809	DIVERSIFIED BUILDING MTN	131138	INNOVATION CTR/JANITORIAL	04/08/2016	1,302.00	920-56500-246
1809	DIVERSIFIED BUILDING MTN	131138	CITY HALL/JANITORIAL SVC	04/08/2016	3,800.00	100-51600-246
1809	DIVERSIFIED BUILDING MTN	131138	ARMORY/JANITORIAL SVC	04/08/2016	1,193.00	100-51600-246
1809	DIVERSIFIED BUILDING MTN	131138	COMM BLDG/JANITORIAL SVC	04/08/2016	956.00	100-51600-246
1809	DIVERSIFIED BUILDING MTN	131138	CRAVATH LAKEFRONT/JANITO	04/08/2016	590.00	100-51600-246
Total DIVERSIFIED BUILDING MTN:					9,347.00	
DONOHUE & ASSOCIATES INC						
7077	DONOHUE & ASSOCIATES INC	12730-20	WASTEWATER/STATE LEVEL R	04/08/2016	4,050.00	620-62820-219
7077	DONOHUE & ASSOCIATES INC	13031-01	WASTEWATER/INV #1 CONSTR	04/08/2016	62,793.65	620-62820-219
Total DONOHUE & ASSOCIATES INC:					66,843.65	
EAGLE ROOFING INC						
7596	EAGLE ROOFING INC	8696	WASTEWATER/ASBESTOS TES	04/08/2016	375.00	620-62860-245
Total EAGLE ROOFING INC:					375.00	
EGNOSKI, THOMAS						
5029	EGNOSKI, THOMAS	1037	INNOVATION CTR/SNOW REMO	04/08/2016	550.00	920-56500-294
Total EGNOSKI, THOMAS:					550.00	
FASTENAL COMPANY						
1255	FASTENAL COMPANY	WIWHT27528	STREET/REPAIR SUPPLIES	04/08/2016	2.52	100-53230-340
Total FASTENAL COMPANY:					2.52	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
HARE, MERLIN						
5079	HARE, MERLIN	2-1-16	STREET/#62 EXHAUST REPAIR	04/08/2016	881.00	100-53230-352
Total HARE, MERLIN:					881.00	
JIM'S KEY SHOP LLC						
4833	JIM'S KEY SHOP LLC	2088	GEN BLDG/LOCK SET & KEYS	04/08/2016	53.20	100-51600-355
Total JIM'S KEY SHOP LLC:					53.20	
JOHN DEERE FINANCIAL						
6276	JOHN DEERE FINANCIAL	IC21515	WASTEWATER/KUBOTA OIL &	04/08/2016	48.91	620-62860-355
Total JOHN DEERE FINANCIAL:					48.91	
JOHNSON BLOCK & CO INC						
4258	JOHNSON BLOCK & CO INC	427616	FINANCE/AUDIT PROGRESS BI	04/08/2016	6,000.00	100-51500-214
4258	JOHNSON BLOCK & CO INC	427616	WATER/AUDIT PROGRESS BILL	04/08/2016	3,000.00	610-61923-211
4258	JOHNSON BLOCK & CO INC	427616	WASTEWATER/AUDIT PROGRES	04/08/2016	3,000.00	620-62810-219
4258	JOHNSON BLOCK & CO INC	427616	STORMWATER/AUDIT PROGRE	04/08/2016	1,000.00	630-63300-214
4258	JOHNSON BLOCK & CO INC	427616	TID 4/AUDIT PROGRESS BILL	04/08/2016	1,000.00	440-57663-219
Total JOHNSON BLOCK & CO INC:					14,000.00	
KB SHARPENING SERVICES INC						
110	KB SHARPENING SERVICES IN	88777	STORMWATER/CHIPPER KNIVE	04/08/2016	24.00	630-63600-352
Total KB SHARPENING SERVICES INC:					24.00	
MACTEK SYSTEMS INC						
4227	MACTEK SYSTEMS INC	1827	DISPATCH/SOFTWARE SUPPO	04/08/2016	2,875.00	100-52600-295
Total MACTEK SYSTEMS INC:					2,875.00	
MILPORT ENTERPRISES INC						
1408	MILPORT ENTERPRISES INC	222167	WASTEWATER/ALUM	04/08/2016	4,424.31	620-62840-341
1408	MILPORT ENTERPRISES INC	222214	WATER/CHEMICALS	04/08/2016	443.00	610-61630-341
Total MILPORT ENTERPRISES INC:					4,867.31	
PETE'S TIRE SERVICE INC						
727	PETE'S TIRE SERVICE INC	73185	STREET/VEHICLE REPAIRS	04/08/2016	305.00	100-53230-352
Total PETE'S TIRE SERVICE INC:					305.00	
ROCK RIVER LABORATORY INC						
257	ROCK RIVER LABORATORY IN	S35586	WASTEWATER/SOIL SAMPLING	04/08/2016	64.00	620-62890-295
Total ROCK RIVER LABORATORY INC:					64.00	
S & H TRUCK SERVICE						
388	S & H TRUCK SERVICE	12652	WASTEWATER/#25 AUTOCAR	04/08/2016	34.24	620-62890-357
388	S & H TRUCK SERVICE	12661	STREET/#62 REPAIRS	04/08/2016	42.16	100-53320-353
Total S & H TRUCK SERVICE:					76.40	
STEING TAL KENNEL LLC						
7241	STEING TAL KENNEL LLC	1277	POLICE PATROL/CERTIFICATIO	04/08/2016	750.00	100-52110-211

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total STEINIG TAL KENNEL LLC:					750.00	
STRAND ASSOCIATES INC						
358	STRAND ASSOCIATES INC	118561	CENTER ST/RECONSTRUCTIO	04/08/2016	5,628.24	450-57500-802
358	STRAND ASSOCIATES INC	118764	GEORGE ST/RECONSTRUCTIO	04/08/2016	1,667.87	450-57500-898
358	STRAND ASSOCIATES INC	118765	STORMWATER/FRANKLIN & AN	04/08/2016	1,447.14	630-63440-845
358	STRAND ASSOCIATES INC	118766	STORMWATER/ANN ST DETEN	04/08/2016	622.13	630-63440-852
358	STRAND ASSOCIATES INC	118767	STORMWATER/TMDL STORMW	04/08/2016	2,991.90	630-63440-820
358	STRAND ASSOCIATES INC	118980	NEIGHBORHOOD SVC/ADVANC	04/08/2016	577.61	100-52400-219
358	STRAND ASSOCIATES INC	118980	NEIGHBORHOOD SVC/ELIZABE	04/08/2016	436.48	100-52400-219
358	STRAND ASSOCIATES INC	118980	NEIGHBORHOOD SVC/BLUFF R	04/08/2016	1,133.54	100-52400-219
358	STRAND ASSOCIATES INC	118980	STORMWATER/DNR GRANTS	04/08/2016	2,058.73	630-63440-295
358	STRAND ASSOCIATES INC	118980	NIEGHBORHOOD SVC/FREMO	04/08/2016	193.99	100-52400-219
358	STRAND ASSOCIATES INC	118980	NIEGHBORHOOD SVC/HOME L	04/08/2016	97.00	100-52400-219
358	STRAND ASSOCIATES INC	118980	NEIGHBORHOOD SVC/PARKIN	04/08/2016	193.99	100-52400-219
358	STRAND ASSOCIATES INC	118980	NEIGHBORHOOD SVC/PMT MT	04/08/2016	972.32	100-52400-219
358	STRAND ASSOCIATES INC	118980	NEIGHBORHOOD SVC/PRAIRIE	04/08/2016	1,353.27	100-52400-219
Total STRAND ASSOCIATES INC:					19,374.21	
SUPERIOR CHEMICAL CORP						
826	SUPERIOR CHEMICAL CORP	118642	GEN BLDG/JANITORIAL SUPPLI	04/08/2016	82.65	100-51600-340
Total SUPERIOR CHEMICAL CORP:					82.65	
TRANS UNION LLC						
1378	TRANS UNION LLC	02645044	POLICE ADMN/CREDIT REPOR	04/08/2016	18.44	100-52100-219
1378	TRANS UNION LLC	02645044	DOWNTOWN WHITEWATER/RE	04/08/2016	18.44	100-51100-720
Total TRANS UNION LLC:					36.88	
TRIEBOLD OUTDOOR POWER LLC						
418	TRIEBOLD OUTDOOR POWER	418-040816	PARKS/2 CUB CADETS	04/08/2016	545.98	100-53270-295
Total TRIEBOLD OUTDOOR POWER LLC:					545.98	
USA HYDRAULICS LLC						
7441	USA HYDRAULICS LLC	164677	STREET/EQUIPMENT REPAIRS	04/08/2016	1,270.00	100-53320-353
Total USA HYDRAULICS LLC:					1,270.00	
UW WHITEWATER						
8	UW WHITEWATER	23894	WASTEWATER/CLEANING SUP	04/08/2016	50.54	620-62840-340
8	UW WHITEWATER	23894	GEN BLDG/JANITORIAL SUPPLI	04/08/2016	94.95	100-51600-340
8	UW WHITEWATER	23894	GEN BLDG/LAMPS	04/08/2016	169.65	100-51600-340
8	UW WHITEWATER	23894	STREET/OPERATING SUPPLIE	04/08/2016	57.31	100-53420-340
Total UW WHITEWATER:					372.45	
VISU-SEWER INC						
1506	VISU-SEWER INC	27005	WASTEWATER/CIPP SVC	04/08/2016	24,602.53	620-62810-825
Total VISU-SEWER INC:					24,602.53	
WAUKESHA CO TECH COLLEGE						
536	WAUKESHA CO TECH COLLEG	S0613838	POLICE PATROL/BECKER	04/08/2016	415.00	100-52110-211

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total WAUKESHA CO TECH COLLEGE:					415.00	
WI MUNICIPAL JUDGES ASSOC						
2205	WI MUNICIPAL JUDGES ASSOC	2016 DUES	COURT/KELLY	04/08/2016	100.00	100-51200-320
Total WI MUNICIPAL JUDGES ASSOC:					100.00	
Grand Totals:					212,477.96	

Dated: 03/30/2016

Finance Director: DOUG SAUBERT

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



Police and Fire Commission Meeting Minutes – November 19, 2015

ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL ACTIONS OF THE POLICE COMMISSION OF THE CITY OF WHITEWATER, WALWORTH AND JEFFERSON COUNTIES, WISCONSIN

Video and audio of this meeting can be viewed on the City of Whitewater web site at <http://www.whitewater-wi.gov/multimedia/police-fire-commission>

- I. Call to Order, Roll Call – Commission President Jan Bilgen called the meeting to order at 6:30 pm.
Members present: Jan Bilgen, Dr. Glenn Hayes, Common Council Rep Patrick Wellnitz, Dave Haberman, Dennis Knopp
Members absent: None
Also present: Chief Lisa Otterbacher and Support Service Manager Kathy Boyd.
- II. Approval of Minutes of August 20, 2015, September 22, 2015, and October 27, 2015
On a motion by Dr. Hayes with a second by Knopp the minutes were approved by unanimous voice vote.
AYES: Bilgen, Knopp, Haberman, Dr. Hayes, Wellnitz
NOES: None
ABSENT: None
- III. Citizen Comments - Bilgen read the following disclaimer: *“No formal Police Commission action will be taken during this meeting although issues raised may become part of a future agenda. Participants are allotted a three to five minute speaking period. Specific items listed on the agenda may not be discussed at this time; however citizens may speak to those issues at the time the Police Commission discusses that particular item.”* There were no citizen comments.
- IV. Old Business – There was no old business.
- V. New Business
 - A. Adjournment to Closed Session, to Reconvene per Wisconsin State Statute §19.85(1) (c) *“Considering employment, promotion, compensation or performance evaluation data of any public employee over which governmental body has jurisdiction or exercises responsibility.”*
 1. Item To Be Discussed: Interview of Captain Candidates
On a motion by Bilgen with a second by Dr. Hayes, the Commissioners unanimously voted to adjourn to closed session.
AYES: Bilgen, Dr. Hayes, Wellnitz, Haberman, Knopp
NOES: None
ABSENT: None
The Commissioners adjourned to closed session at 6:31 pm.
 - B. Reconvene into Open Session at Approximately 7:15 p.m. - The Commissioners reconvened into open session at 7:40 pm.

- C. Announcement of Recommendation to Chief of Police Concerning Captain Candidates -
A motion was made by Dr. Hayes that the Commission certify the appointment of Dan Meyer to the rank of Captain in the Whitewater Police Department. There was a second from Knopp. The motion was passed by a unanimous voice vote.

AYES: Bilgen, Dr. Hayes, Wellnitz, Haberman, Knopp

NOES: None

ABSENT: None

Bilgen offered the Commissions congratulations and said that they were please with the opportunity that the Whitewater Police Department has to have Captain Meyer as part of the leadership team. Captain Meyer thanked the Commissioners.

- VI. Future Meeting Dates – Bilgen stated that the Commission would get back to future meeting dates as there may be some position openings in the future and the Commission would need to meet at that time.
- VII. Future Agenda Items – There was no discussion about future agenda items.
- VIII. Adjournment - On a motion by Dr. Hayes with a second by Knopp the Commissioners unanimously voted to adjourn.

AYES: Bilgen, Dr. Hayes, Wellnitz, Haberman, Knopp

NOES: None

ABSENT:

The Commissioners adjourned at 7:43 pm.

Respectfully submitted,



Kathy Boyd
Support Services Manager

City of Whitewater Police and Fire Commission

Closed Session Meeting

Thursday, November 19, 2015

Call to order: Police and Fire Commission President Jan Bilgen called the closed session meeting to order at 6:35PM.

Members present: Jan Bilgen, Dennis Knopp, David Haberman, Glenn Hayes, and Patrick Wellnitz.

Also Present: Chief Otterbacher.

The purpose of the meeting was to interview a candidate for the promotion to Captain of Police. At the completion of the interview it was agreed that the candidate would be certified for promotion.

At 7:35PM the closed session was adjourned and the commission returned to open session.

Respectfully Submitted,

David Haberman, Secretary



Police and Fire Commission Meeting Minutes – January 18, 2016

ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL ACTIONS OF THE POLICE COMMISSION OF THE CITY OF WHITEWATER, WALWORTH AND JEFFERSON COUNTIES, WISCONSIN

Video and audio of this meeting can be viewed on the City of Whitewater web site at <http://www.whitewater-wi.gov/multimedia/police-fire-commission>

- I. Call to Order, Roll Call – Commission President Jan Bilgen called the meeting to order at 12:57pm.
Members present: Jan Bilgen, Patrick Wellnitz, Dennis Knopp, Glenn Hayes
Members absent: Dave Haberman
Also present: Chief Lisa Otterbacher and Records Technician Angela Sahr
- II. New Business
 - A. Adjournment to Closed Session, to Reconvene per Wisconsin State Statute §19.85(1) (c) *“Considering employment, promotion, compensation or performance evaluation data of any public employee over which governmental body has jurisdiction or exercises responsibility.”*
 1. Item To Be Discussed: Interviewing of Detective Lieutenant Candidates
On a motion by Bilgen with a second by Hayes, the Commissioners unanimously voted to adjourn to closed session.
AYES: Bilgen, Wellnitz, Knopp, Hayes
NOES: None
ABSENT: Haberman
The Commissioners adjourned to closed session at 12:59 pm
 - B. The Commission Reconvene Into Open Session at 1:37 pm
 - C. Announcement of Recommendation - A motion was made by Hayes that the Commission approve the promotion of Neal Kolb to the position of Detective Lieutenant. There was a second from Wellnitz. The motion was passed by a unanimous voice vote.
AYES: Bilgen, Wellnitz, Knopp, Hayes
NOES: None
ABSENT: Haberman
- III. Future Meeting Dates – Bilgen stated that the Commission will meet again on 3/10/2016 at 6:30 pm.
- IV. Future Agenda Items – None
- V. Adjournment - On a motion by Hayes with a second by Knopp the Commissioners unanimously voted to adjourn.

AYES: Bilgen, Wellnitz, Knopp, Hayes

NOES: None

ABSENT: Haberman

The Commissioners adjourned at 1:39 pm.

Submitted by Angela Sahr, Records Technician

City of Whitewater
Zoning Code Update Meeting
February 4, 2016 7:00 pm – 8:30 pm
City of Whitewater Municipal Building-2nd Floor
Cravath Lakefront Room
312 W Whitewater Street
Whitewater, WI 53190

MINUTES

1. Call to Order and Roll Call
 - a. Meeting was called to order by Stephanie Goettl at 7:00 pm.
 - b. Present: Cameron Clapper, Christine Munz-Pritchard, Ken Kidd, Christopher Grady, Stephanie Goettl and Wally McDonell. Also present were Jeff Knight and Larry Kachel (7:15 pm)
2. Motion to approve minutes from January 21, 2016 meeting by Chris Grady, second by Ken Kidd, motion passed, All-0.
3. Review of Common Council Meeting on February 2, 2016
 - a. Committee reviewed meeting and reiterated everything passed which was expected as proposed.
4. Review and discuss proposed zoning changes related to impervious surface
 - a. J. Knight requested that the Subcommittee consider some suggested changes for impervious surface regulations which were a deviation from prior presentations by C. Munz-Pritchard which included the Urban Hydrology for Small Watersheds TR-55. J. Knight proposed changes are reflected in the following chart:

Maximum Impervious Surface Area Ratio Sheet Prepared by Vandewalle and Associates	
Lot Size (Square Feet)	Proposed Percent Impervious Area
0-7000	65
7000-8500	60
8500-10000	55
10000 and more	50

- b. The Subcommittee reviewed the proposed changes in-depth and discussed how the proposal could impact R-1, R-2 and R-3 zoning areas, and future subdivision development. The Subcommittee also considered how the suggested changes may relate to proposed information presented at prior meetings which included the Urban Hydrology for Small Watersheds Graph TR-55.

5. After a lengthy discussion, all members of the committee agreed to move forward with the suggested changes as proposed by proposal from J. Knight. C. Munz-Pritchard will integrate new information in proposed Chapter 19 Ordinance changes.
6. Discuss timeline for recommendation to the Common Council
 - a. Next Zoning Code Update Meeting February 23, 2016 @ 7:00 pm where the committee will review drafted code and have final discussion before presenting to the Common Council on March 1, 2016 with a back up date on March 16, 2016.
7. Restate staff directions provided during the meeting and any required deliverables for the next meeting
 - a. Chris Munz-Pritchard will integrate new information into an updated draft and redistributed to all parties at the meeting by the end of the business day on Monday, February 11, 2016.
8. Adjournment
Motion to adjourn meeting at 8:10 pm made by Chris Grady, second by Ken Kidd, motion passed, All-0.

City of Whitewater
Zoning Code Update Meeting
February 23, 2016 7:00 pm – 8:30 pm
City of Whitewater Municipal Building-2nd Floor
Cravath Lakefront Room
312 W Whitewater Street
Whitewater, WI 53190

MINUTES

1. Call to Order and Roll Call
 - a. Meeting was called to order by Stephanie Goettl at 7:01 pm.
 - b. Present: Cameron Clapper, Christine Munz-Pritchard, Ken Kidd, Christopher Grady, Stephanie Goettl and Wally McDonell. Also present were Jeff Knight and Larry Kachel.
2. Authorization to hold meeting with less than 72 hours notice as required by Whitewater Transparency Ordinance.
 - a. Motion to approve by Ken Kidd, second by Chris Grady, motion passed, All-0.
3. Motion to approve minutes from February 4, 2016 meeting.
 - a. Motion Ken Kidd, second by Chris Grady, motion passed, All-0.
4. Review and discuss proposed zoning changes related to impervious surface
 - a. Chart for Maximum Impervious Surface Area Ratio Sheet needs to be adjusted so no overlapping area exists to represent the following:

Maximum Impervious Surface.	
Less than 7,000 sq ft	65%
7,000 sq ft to 8,499 sq ft	60%
8,500 sq ft to 9,999sq ft	55%
10,000 sq ft and over	50%

- b. R-3 Language 19.21.060 only applies to single family homes and duplexes.
5. Discuss timeline for recommendation to the Common Council.
 - a. On the March 1 Agenda for Common Council. 2nd reading of the ordinance on March 15th.
6. Restate staff directions provided during the meeting and any required deliverables for the next meeting
 - a. Clapper and Munz-Pritchard will present Ordinance to the Council with input as needed from W. McDonell to include background on committee coming to this recommendation.
7. Adjournment
 - a. Motion to adjourn meeting at 8:04 pm made by Ken Kidd, second by Chris Grady, motion passed, All-0.

CITY OF WHITEWATER
PLAN AND ARCHITECTURAL REVIEW COMMISSION
Whitewater Municipal Building Community Room
January 11, 2016

**ABSTRACTS/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL
ACTIONS OF THE PLAN AND ARCHITECTURAL REVIEW COMMISSION**

Call to order and roll call.

Chairperson Meyer called the meeting of the Plan and Architectural Review Commission to order at 6:30 p.m.

Present: Greg Meyer, Bruce Parker, Lynn Binnie, Tom Hinspater, Kristine Zaballos, Sherry Stanek, Daniel Comfort. Absent: None. Others: Wallace McDonell (City Attorney), Chris Munz-Pritchard (City Planner).

Hearing of Citizen Comments. There were no comments.

Approval of the Plan Commission Minutes. Moved by Zaballos seconded by Binnie to approve the minutes of November 9, 2015. Motion approved by unanimous voice vote.

Review Landscaping Policy – Chuck Nass. Chuck Nass is the Parks & Streets Superintendent and the City Forester. He is also the City Staff person on the Urban Forestry Commission. The Urban Forestry Commission will take a look at proposed landscaping plans for a project and will make suggestions. One of the most important things in the Landscaping Guidelines is the use of the term “must” in the document. “Must” reflects the zoning ordinance requirements that are mandatory. On page 2 – Street Frontages.; new development must plant one deciduous tree for each 35 feet along each side of a street right-of-way. If big diameter trees are removed from a property due to new development and they cannot be replaced, the developer can be required to put dollars in a fund to pay for trees to be planted elsewhere. A 4 inch in diameter tree is a nice sized tree. They are well growing established trees, the largest to be able to successfully move. A developer should do whatever they can to keep the existing trees on the property. One large deciduous tree and 60 points of additional landscaping should be planted for each 1,500 square feet of paved area which is about the same amount of space required for five parking spaces plus a driveway. The requirement of 160 points of landscaping for new development is not new. It is the way of what is coming. The plantings help reduce the stormwater runoff.

City Planner Chris Munz-Pritchard stated that she has been taking the landscaping plans to the UFC to get recommendations and it has worked very well.

Plan Commission Member Stanek added that with the UFC reviewing the landscaping plans, it will eliminate invasive species and encourage plants that are native to Wisconsin. There are plant lists available that can help with substituting plants for what is often proposed.

Plan Commission Members voiced concerns of developers getting to the Plan Commission as a last stop, should try whenever possible to handle landscaping plans beforehand as landscaping is

a component of a conditional use permit. Should have conversations about saving existing trees early in the process; if landscaping point system requirements cannot be met, funds should be paid to the forestry fund.

The Forestry Commission meets the 4th Tuesday of each month. Chuck Nass stated that he could review a plan if there isn't time to get it to the Urban Forestry Commission prior to the Plan Commission meeting. Chuck Nass would let the Urban Forestry Commission know.

A tracking pad and silt fencing are very important to have in any development. A tracking pad keeps the soil etc. from clinging to tires of vehicles and tracking out into the street areas. The silt fencing keeps the soil from washing away and getting into the storm sewers. Both the tracking pad and the silt fencing must be installed correctly. For the tracking pads, Geotextile fabric goes down first. It separates the gravel from being ground into the soil. Gravel is put on top of the fabric. The silt fencing must have 12 inches of the Geotextile fabric buried in a trench and firmly attached to the post. Fabric is to extend 24 inches above ground. Developers need plans to do things properly.

Public hearing for consideration of a Conditional Use Permit (tavern and other places selling alcohol by the drink) for Jimmie's Classic Italian Beef, James Migliorisi (Agent), to serve beer (Class "B" Beer License) and wine (Class "C" Wine License by the bottle or glass at 535 E. Milwaukee Street, to include the outdoor café area. Chairperson Meyer opened the public hearing.

City Planner Chris Munz-Pritchard explained that there are no modifications being made to the site. Since she wrote her report, the proposal has been updated to include the outdoor café in the conditional use permit. The hours of operation are from 11 a.m. to 10 p.m. The outdoor area is to be roped.

There were no citizen comments. Chairperson Meyer closed the public hearing.

Plan Commission members voiced concerns of: controlling the alcohol on the patio, it is a pretty open space; there are sidewalk cafés in the downtown area that just have roping to designate the area which the business has people monitoring; are there cameras set up to keep track of this area?

Plan Commission Member Binnie stated that this proposal will go to the Alcohol Licensing Committee prior to going to Council. They review the situation thoroughly and usually require an employee outside when alcohol is being served.

Jim Migliorisi, owner of the business, stated that he does have a surveillance camera for the outdoor area which can be monitored from his office and the employees have a monitor they can watch also.

Moved by Stanek and seconded by Binnie to approve the conditional use permit with the City Planner recommendations. Aye: Stanek, Binnie, Hinspater, Comfort, Zaballos, Parker, Meyer. No: None. Motion approved.

Review proposed certified survey map to add 65 feet to property line from adjoining property to the west of the Prairie Village Subdivision for Fairhaven Corporation. City Planner Chris Munz-Pritchard explained that this proposed certified survey map is for a change to the original Planned Development (PD). The plan is to add 65 feet to the west from their existing lot line to accommodate future buildings on the north side of Acorn Ridge. She recommended that any utilities located outside of the road way need to have easements added; and include any other conditions identified by the Plan Commission.

Plan Commission Member Parker asked if that land had been annexed to the City of Whitewater. City Attorney McDonell stated that it had been annexed.

Moved by Parker and seconded by Comfort to approve the certified survey map to add 65 feet from the adjoining property to the west of the Prairie Village Subdivision for Fairhaven Corporation subject to the City Planner conditions. Aye: Parker, Comfort, Hinspater, Zaballos, Stanek, Meyer. No: None. Abstain: Binnie. Motion Approved.

Review proposed two lot certified survey map for land located along Whitewater Street to divide the land along W. Whitewater Street for Home Lumber (Chris Hale). The discussion of this item was included with the following item.

Public hearing for a conditional use permit in a B-3 Zoning District for a cold storage building addition to the existing building at 439 W. Whitewater Street for Home Lumber (Chris Hale). The building addition will be 15 feet from the Railroad Right of Way. Chairperson Meyer announced the review of the proposed certified survey map and opened the public hearing for consideration of a conditional use permit in a B-3 Zoning District for a cold storage building addition to the existing building at 439 W. Whitewater Street for Home Lumber (Chris Hale). The building addition will be 15 feet from the Railroad Right of Way.

City Planner Chris Munz-Pritchard explained that a conditional use permit is required to have a 15 foot setback to any railroad right-of-way. While lumberyards are considered a permitted use, warehousing is considered a conditional use even though it is something that would be associated with this type of activity. Munz-Pritchard noted that there was an agreement with the city for truck loading and unloading off of Tripp Street. She would like this agreement better documented.

City Planner Munz-Pritchard stated the conditional use permit could be with review of building elevations if that is what the Plan Commission wants.

Plan Commission Member Parker asked about the procedure and if this should have come to the Plan Commission as conceptual review. It is important to have elevations of the building showing windows and doors. It should be done to protect the residents in this area.

Plan Commission Member Binnie stated that a cold storage building (warehouse) was already approved there. This is just an extension of that building. So the only reason to come to Plan

Commission is for the building to be 15 feet from the railroad right-of-way. Binnie had no problem with Chris Munz-Pritchard reviewing the elevations of the proposed building.

Chris Hale explained that the building would be a post frame building. He had no problem making it fit into the City plan. He would upgrade the façade. This addition will upgrade the appearance on Tripp Street; what is outside will now be inside the building.

Plan Commission Member Zaballos asked that when Home Lumber makes an improvement that they keep in mind that this is a main artery to the City and it is a transitional neighborhood.

Russ Rogers, resident of Whitewater Street, asked about 2004 when they wanted to keep the Kitchen and Bath Store, if they kept it, they would be over the maximum size to build on the lot. Is this the case? Will there be other overhead doors on the building? He also voiced concern of looking at a big flat wall.

City Planner Munz-Pritchard stated that the plans will need approval from the City Engineer for stormwater run-off.

Chris Hale stated there would be a small overhead door facing the Kitchen and Bath Store. There will be no driveway other than the loading dock. He will agree to all UFC landscaping recommendations and City Engineer requirements.

Plan Commission Member Parker stated that lot coverage, drainage and railroad visibility should all be looked at.

Chairperson Meyer closed the public hearing.

Plan Commission Members suggested that there be some sort of architectural interest on the façade of the building. With the newly formed Public Arts Board and wanting to do murals, the wall might be a good place for a mural (like the Barn Quilts). The building would play a business and historical role.

Moved by Parker and seconded by Comfort to approve the Certified Survey Map subject to meeting City ordinances. Aye: Parker, Comfort, Binnie, Hinspater, Zaballos, Stanek, Meyer. No: None. Motion approved.

Moved by Parker and seconded by Comfort to postpone #8 the conditional use permit application until the Plan Commission has the appropriate site plan, elevation plans, a landscaping plan for along Whitewater Street until the next meeting so that Chris Hale can have this information and to ensure that the Railroad has a chance to review and approve beforehand. Aye: Parker, Comfort, Binnie, Hinspater, Zaballos, Stanek, Meyer. No: None. Motion approved.

Public hearing for a change in the District Zoning Map to enact an ordinance to impose the R-2A Residential Overlay District Zoning classification under Chapter 19.19 of the Zoning Ordinance of the City of Whitewater for the property located at 377 S. Janesville Street

(tax parcel # CL 00125A) for Lendost Management LLC. (Michael Kachel). The discussion of this item was included with the following item.

Public hearing for a conditional use permit in an R-2A Residential Overlay Zoning District, to allow for 4 unrelated persons to live in the house located at 377 S. Janesville Street for Lendost Management LLC. (Michael Kachel). Chairperson Meyer opened the public hearing for consideration of the change in the District Zoning map to enact an ordinance to impose the R-2A Residential Overlay District Zoning classification under Chapter 19.19 of the Zoning Ordinance of the City of Whitewater for the property located at 377 S. Janesville Street and to hold the public hearing for consideration of a conditional use permit in an R-2A Residential Overlay Zoning District, to allow for 4 unrelated persons to live in the house located at 377 S. Janesville Street for Lendost Management LLC. (Michael Kachel).

City Planner Chris Munz-Pritchard explained that this is the first R-2A requested with the new application. The building inspector inspected the building and everything reflected what was noted. This is a single family dwelling unit. The request is to change the zoning to R-2A and a conditional use permit request to allow a change from 3 to 4 unrelated persons to live in the household. Munz-Pritchard requires 4 parking stalls

There were no public comments.

Chairperson Meyer closed the public hearing.

When asked about alterations to the building, Mike Kachel stated that there are no proposed alterations for the inside or outside of the building. It was originally a four bedroom home. The parking will have two spaces in the garage and two spaces on the concrete to the north of the garage.

Plan Commission Member Binnie stated that this first example of the new application demonstrated great improvement in the process. Having the building inspector go out ahead of time really helps with this new approach. There will be instances where the Plan Commission would need to see architectural plans, particularly when there are alterations to be done to the building that are being considered for the approval.

Moved by Binnie and seconded by Stanek to recommend to the City Council to enact an ordinance for a change in the District Zoning Map to impose the R-2A Residential Overlay District Zoning classification under Chapter 19.19 of the Zoning Ordinance of the City of Whitewater for the property located at 377 S. Janesville Street (tax parcel #CL 00125A) for Lendost Management LLC. (Mike Kachel). Aye: Binnie, Stanek, Comfort, Hinspater, Zaballos, Parker, Meyer. No: None. Motion approved.

Moved by Binnie and seconded by Stanek to approve the conditional use permit subject to the City Planner recommendations and conditioned upon the City Council approval of the zoning changes. Aye: Binnie, Stanek, Comfort, Hinspater, Zaballos, Parker, Meyer. No: None. Motion approved.

Review and make recommendation to the Common Council concerning amendments to Chapter 19.72 Board of Zoning Appeals in the Zoning Ordinance of the City of Whitewater, concerning necessary number of votes required by the Board of Zoning Appeals for actions. City Planner Chris Munz-Pritchard explained that the ordinance concerning the number of votes required by the Board of Zoning Appeals for actions was probably intended to be a majority vote. At this time there are vacancies on the Board; there are three regular members and one alternate. The Board is to consist of five regular members and three alternates. Quorum is four members and a minimum of four votes are required to grant a variance. The Board of Zoning Appeals voted 3 to 1 to send this request to the City Council.

Tom Miller, Chairperson of the Board of Zoning Appeals, stated that at their meeting they voted 3 to 1 (majority vote) to take this to the Council. He thinks this is the only Board in the State that does not vote by majority. It would be appropriate for the Plan Commission to approve this.

Moved by Binnie and seconded by Meyer to recommend to the City Council that the change be made to Chapter 19.72 Board of Zoning Appeals in the Zoning Ordinance of the City of Whitewater, concerning the necessary number of votes required by the Board of Zoning Appeals for actions, to be changed to a majority vote. Aye: Binnie, Meyer, Stanek, Comfort, Hinspater, Zaballos, Parker. No: None. Motion approved.

Information Items:

- a. Reminder of Plan Commission Training on Wednesday, January 27, 2016 from 6 p.m. to 8:30 p.m. at the Innovation Center, 1221 Innovation Drive.
- b. Possible future agenda items. Plan Commission Member noted that the City Council requested further consideration of the Plan Commission on the recommendation to impose a requirement of square footage per person for the R-2A Overlay Zoning.
- c. Next regular Plan Commission Meeting – February 8, 2016.

Moved by Stanek and seconded by Comfort to adjourn. The motion was approved by unanimous voice vote. The meeting adjourned at approximately 7:55 p.m.

Chairperson Greg Meyer

CITY OF WHITEWATER
PLAN AND ARCHITECTURAL REVIEW COMMISSION
Whitewater Municipal Building Community Room
February 8, 2016

**ABSTRACTS/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL
ACTIONS OF THE PLAN AND ARCHITECTURAL REVIEW COMMISSION**

Call to order and roll call.

Chairperson Meyer called the meeting of the Plan and Architectural Review Commission to order at 6:30 p.m.

Present: Greg Meyer, Bruce Parker, Lynn Binnie, Tom Hinspater, Kristine Zaballos, Sherry Stanek, Jon Tanis (Alternate). Absent: Daniel Comfort. Others: Wallace McDonell (City Attorney), Chris Munz-Pritchard (City Planner).

Hearing of Citizen Comments. There were no comments.

Approval of the Plan Commission Minutes. The minutes of January 11, 2016 were not available for review and approval.

Public hearing for consideration of an amendment to the City of Whitewater Municipal Code: Chapter 9, specifically Section 9.18, addressing an amendment to allow for a permitted use for the keeping of bees in Whitewater residential areas. Chairperson Meyer opened the public hearing.

City Planner Chris Munz-Pritchard explained that Peter Underwood would be presenting the proposed ordinance.

Plan Commission Member Zaballos recused herself from this item as they are long time bee keepers and in favor of the ordinance change.

Peter Underwood and his wife, Mary Jarosz, 1634 W. Wildwood Road, are the applicants for this zoning ordinance amendment for beekeeping. Peter Underwood has expertise in beekeeping, has taught classes on beekeeping particularly urban beekeeping, and has mentored many individuals and organizations. As there are more and more beekeepers in Whitewater, there is more potential for interactions with citizens. Peter Underwood wanted to educate the public which would be beneficial to the honey bees and to residents. One of the main points Peter noted is that honey bees are very docile. If you get stung, it is more likely from a wasp or hornet. It is important to have these 4 items to minimize the nuisance of honey bees. 1) Limit of up to 3 bee hives and 1 temporary hive. 2) A flyway barrier. 3) Setback and hive position. 4) Provide at least two water sources on the property. If a beekeeper follows all four elements, there is a minimal chance of losing their permit for beekeeping. Honey bees will fly a three to four mile radius from the bee hive. The majority will be within 1 mile. They are looking for large resources. A single hive will produce about 50 pounds of honey per year. Underwood suggested that a property owner start with two hives and keep two hives. They are a lot of work.

Underwood provided information for being a good neighbor and how to provide all the information needed to obtain a permit to be a beekeeper. He stated that urban hives are routinely better and healthier hives than those in the country. They do not get the effect from the aerial pesticides that are sprayed on the farm lands. He had several letters from Whitewater beekeepers (Peter Zaballos, Shelby Moline, and Linda Holmes) who were amazed, welcomed and supported the proposed beekeeping ordinance.

Plan Commission Members asked about how to avoid an inadvertent sting; thanked Peter Underwood for putting the ordinance together and bringing it to the City; the Urban Forestry Commission has talked about how important this is.

Anne Zarinnia, 1631 W. Wildwood; Rollie Cooper, 1127 W. Walworth Ave.; Kristine Zaballos, 1143 W. Walworth Ave.; and Doug Grall, 1232 W. Tower Hill Pass, all spoke of their experiences with beekeeping and were in support of the proposed beekeeping ordinance.

Peter Underwood noted that honey bees swarm. They welcome the colony division process which happens one or two times per year. This is an intimidating event, 15-20,000 bees from one hive in a tornado cloud. They are not good planners. It will take them 2 hours to 2 days to find a new home. They will fly for about 15 minutes in the air and then sit in a tree or structure. While they are swarming, they are especially docile as they have no home to protect, no honey to protect and they have had their fill of honey. Sometimes a resident will be disturbed by this and call the police department. The police department has list of beekeepers that will come and extract the bees from the property.

Chairperson Meyer closed the public hearing.

Plan Commission Member Binnie thanked the public for their input and thanked Peter Underwood for all the research and thought in putting this model ordinance together for the City of Whitewater.

Plan Commission Member Parker wanted to know if the ordinance was for the entire City of Whitewater or just the residential areas. He would like to see the larger lots be able to have more colonies with City approval.

City Planner Chris Munz-Pritchard stated that the Beekeeping Ordinance does not designate particular properties in Whitewater. It is for the City of Whitewater.

Moved by Binnie and seconded by Stanek to recommend adoption of the proposed bee keeping ordinance for the City of Whitewater to the City Council.

Moved by Parker and Binnie to amend the motion to add that colonies could be increased for lots larger than one acre by City approval. Aye: Binnie, Stanek, Hinspater, Parker, Tanis, Meyer. No: None. Zaballos recused from vote. Amendment to the motion approved.

The amended motion vote: Aye: Binnie, Stanek, Hinspater, Parker, Tanis, Meyer. No: None. Zaballos recused from vote. Motion approved.

Public hearing for a Conditional Use Permit for an awning sign with logo and letters larger than eight inches at 130 W. Center Street, in a B-2 (Community Business) Zoning District for Vanessa Wittnebel. Chairperson Meyer opened the public hearing.

City Planner Chris Munz-Pritchard explained that a conditional use permit is required per Chapter 19.54.020C8: Script/logo height shall be limited to eight (8) inches, except that a greater script/logo height may be approved by conditional use.

Peggy Smithston, an employee of Bauer Insurance, was present. She stated they had a 2 year lease. They hoped to get their name out there and grow their business here. They wanted to have a better store front and a better presence and be a part of downtown Whitewater for a long time. They did raise the awning up 6 inches so no one would hang on it. It will be hung underneath the 2nd floor windows.

Plan Commission Members voiced: wanted to make sure the awning had at least the minimum head clearance from the sidewalk; with there being no trees on Center Street, the awning dresses up the building provides shade and is welcoming.

Dave Saalsaa, speaking as a Whitewater citizen, stated that the awning adds a lot to an austere façade. The awning is functional by providing shade. The size of the logo, as the awning is the primary sign, is 7.8 % of the façade and so fits the requirements of the sign ordinance, being less than 10% of the store front. The awning looked good to him.

Chairperson Meyer closed the public hearing.

Moved by Binnie and seconded by Parker to approve the awning sign conditioned on the awning being the appropriate height from the sidewalk. Aye: Binnie, Parker, Stanek, Hinspater, Zaballos, Tanis, Meyer. No: None. Motion approved.

Review Elevation Plan for the proposed cold storage building addition at 439 W. Whitewater Street for Home Lumber Company (Chris Hale). Jon Tanis recused himself from this item as he would be involved in this project.

City Planner Chris Munz-Pritchard read her Planner recommendations.

1. Flooding historically is an issue in this area. During the building permit process engineering should be developed for the additional runoff. Due to the engineering that will need to be approved I have asked that all landscaping plans be reviewed after engineering approval.
2. There has been an agreement with the City for loading trucks off of Tripp Street. A written agreement should be developed between the City and Home Lumber Co. to make the agreement more clear.
3. Landscaping will be required for the property. The Urban Forestry Committee will make recommendation based on the landscaping plans.
 - a. A tree must be planted for each 35 feet along the street right of way. The trees are to act as a landscaped buffer along West Whitewater Street.

4. New loading area must be concrete or asphalt finish.
5. Any other conditions identified by the Plan Commission.

Plan Commission members asked: is there a floor plan; what the plan is for esthetics on the north elevation of the proposed building. Plan Commission Member Zaballos discouraged putting windows in the building that do not serve a functional purpose. She encouraged the poly panel. It was suggested that the building be broken up with something horizontal on the building. Chris Hale's efforts to use suggestions made at the last meeting were appreciated.

Chris Hale, one of the owners of Home Lumber Company, was present to answer any questions. When asked if there was any floor plan, he stated there was not as there was only racking to be put in the building. Angus Young, his Engineer, is working on the drainage. There is a drain in the loading dock which is connected to the storm sewer. Chris Hale explained that there is a 30 foot setback to the proposed addition, so there would be green space that could be made a park like area with benches. As far as a possible mural, he would like it to be a hanging mural, one that could be easily removed when necessary (deterioration etc.). Hale noted that they would also paint or change the siding of the existing building to match the addition. When asked if he really wanted windows in the building, Hale stated that he would prefer a charcoal poly panel.

Russ Rogers, a residential property owner across the street from this proposed building, requested that there be less vertical lines. He would like Home Lumber to do away with the vertical metal siding and do something different. He is still also concerned with the proposed overhead door on the east end of the building.

City Planner Chris Munz-Pritchard stated that there would be no additional concrete, no driveway to that door.

Chris Hale stated that they are not planning to unload and load from the east end of the building. The building is not a manned building and does not have a service door. He would like to break up the façade with trees, benches etc. He said there was no reason to drive in and out of the east end of the building. It is strictly for ventilation and emergency use.

Plan Commission members voiced concerns of: making it obvious that the east side door is not the one to go to, maybe an "Emergency Only" sign; the opening between the existing building and the addition; who is responsible for the trees in the terrace?; camouflaging the building with trees and landscaping, blending in the architecture; would like to see trees planted into the yard instead of on the terrace because of the power lines etc. that run along the terrace area; would like to see a combination of a mural, siding and landscaping; still has concerns of the east side door. The change from 30' to 15 feet from the railroad right of way as a conditional use was with the understanding that the Railroad sees complete plans. The railroad's main concerns are for visibility at intersections and drainage. Engineering plans need to be looked at before we do anything. Are there plans for any storage outside?

Chris Hale explained that there is not a reason to use the door; not a reason to drive across the grass. The opening between the existing building and the addition is only large enough for the fork lift. It is not good for unloading large loads or in an emergency etc. Hale stated there would be no storage outside other than the dumpster, except for an occasional large shipment which

would be a fully tarped unit of lumber. For the east door, he suggested possibly putting a railing bolted to concrete in front of the door. He also mentioned that there were 4 trees that cars and semis would have to run over to get to that door.

City Attorney McDonell explained that the terrace trees are generally put in by the City. There are times when the Plan Commission has required that developers put in the trees as part of their development. It could go either way.

Plan Commission members voiced that they would like the applicant to follow the City ordinances as far as landscaping. There are dwarf trees or flowering trees that can be planted under the wires in the terrace area. Landscaping is the main issue here. The door is to be used only in an emergency. In the summer these buildings get hot, having a second door is best for ventilation and keeping the fire hazard down.

Moved by Binnie and seconded by Hinspater to approve the conditional use permit to include the City Planner recommendations with a few changes and additions: In # 1 and # 2 change the “should” to 1) During the permitting process engineering “shall” be developed for the additional runoff. 2) A written agreement “shall” be developed... In #3 add: The Urban Forestry Commission will make recommendation based on the landscaping plans “that may exceed the points normally required”. Add to #4: “No storage outside the building.” Add # 5) East overhead door to be used only for ventilation except in rare circumstances. Add # 6) Permits are not to be issued until all items are addressed. See attached conditional use permit.

Aye: Binnie, Hinspater, Parker, Stanek, Zaballo, Meyer. No: None. Tanis recused from vote. Motion approved.

Public hearing for a conditional use permit for the conversion of a single family home into a duplex located at 280 N. Tratt Street for DLK 280 N Tratt St (Michael Kachel).

Chairperson Meyer opened the public hearing for consideration of the conditional use permit for the conversion of a single family home into a duplex located at 280 N. Tratt Street for DLK 280 N Tratt St (Michael Kachel).

City Planner Chris Munz-Pritchard read her recommendations and noted that some updated plans and information have been submitted. A minimum of 6 parking stalls is required. The additional parking is to be in adjacent parking. This will need to be documented with an easement tying the parking spaces to the property at 280 N. Tratt Street. Currently there is parking over the north lot line of this property. An easement must be established for this parking. She would like a diagram showing the parking established by the easement. Easements for all utilities on the lot need to be established. (There is a water main running through this property.) Some items on the plans need to be addressed and there must be approval from the Engineer, Building Inspector, Fire Inspector and other City departments.

Mike Kachel was present to explain and answer any questions. When asked about the trees on the lot, he stated there were 5 trees on the lot. They don't need to do anything with them.

Chairperson Meyer closed the public hearing.

Moved by Tanis and seconded by Stanek to approve the conditional use permit subject to the City Planner recommendations. Aye: Tanis, Stanek, Binnie, Hinspater, Zaballos, Parker, Meyer. No: None. Motion approved.

Public hearing for a Conditional Use Permit to allow multi-family dwellings of more than four units (Municipal Code Chapter 19.21.030B) in order to build apartment buildings on Lot 44 of Waltons Pine Bluff Subdivision for Ed Kowalski. Chairperson Meyer opened the public hearing for consideration of a conditional use permit to allow multi-family dwellings of more than four units (Municipal Code Chapter 19.21.030B) in order to build apartment buildings on Lot 44 of Waltons Pine Bluff Subdivision for Ed Kowalski.

City Planner Chris Munz-Pritchard read her recommendations with the addition of having a pre-development agreement in place prior to construction.

Ed Kowalski, the developer, and Warren Hansen, Architect & Engineer, were present to explain and answer questions on this proposal. Ed Kowalski explained his project. He explained that this development will continue on from his original development with the same type of building design. It will all be run the same way. They do all their own maintenance of the property inside and out including mowing lawn, and plowing snow from all their own roads. They have a 6 month waiting period to get into his apartments. 20% of the renters are students. He will charge the same rent for these apartments as his previous development. The apartments are family oriented. He wants to plant more trees. He has found that planting smaller trees is better due to the bedrock three feet below the surface. Ed Kowalski's goal is to get started now. He knows he has water issues to straighten out with Strand Associates (City Engineer). He'd like to get the first two buildings going right away.

Warren Hansen explained the engineering of the project. This included the easy/emergency access and circulation for the development with 4 different access points. Each unit has parking for two cars, one inside and one outside. There is additional parking around the area. There are foundation plants around each building, a berm along the west side of the property to screen the businesses to the west. There are 40 spruces along the berm. The street trees they would like to put back into the property instead of in the terrace because the terrace is not very wide. There will be three dumpster areas throughout the development. The stormwater management – run off will be no more than the pre-development rate. The lighter green areas on the plan will have bio filters/rain gardens which are soil with under drains, where the water eventually goes to the stormwater basin and then to the storm sewer in the street. In the open yard area are dry basins that will have natural plantings that would require no mowing. They would be low growing plants. They plan to plant 40 trees, fruit bearing trees such as pear or plum, around the development. As far as drainage of the property, the northern most part of the lot has existing drainage which goes to the northeast. One of the first steps they will take is to completely grade and shape all the land. They will install water and sewer and storm sewer. The water mains and services will be public. The sanitary sewer will be private interceptor mains. The density of this proposal is just under 8 ½ units per acre. The lot is 11.8 acres. There is 43.5 percent green space.

City Planner Munz-Pritchard stated that no permits will be issued until the stormwater for the property is figured out. They will need 350 sq. ft. per unit of usable open space. Decks can be included in the usable open space. The buildings will be sprinklered per State regulations.

Ed Kowalski added that he would like to see a bike path around his development; people want a place to walk.

Plan Commission Member Parker liked the idea of putting the terrace trees back further onto the property.

Chairperson Meyer closed the public hearing.

Moved by Binnie and seconded by Tanis to approve the conditional use permit per City Planner recommendations with the changes that Landscaping “shall” be required ...; and Engineering “shall” be developed ...; and with the addition of the item to have a pre-development agreement with the City of Whitewater. Aye: Binnie, Tanis, Stanek, Hinspater, Zaballos, Parker, Meyer. No: None. Motion approved.

Zoning Ordinance Update. City Planner Chris Munz-Pritchard stated that she wanted to keep the Plan Commission informed of any changes to the proposed Zoning Ordinance that have been made since the Plan Commission recommended the updates to the City Council. The ordinance updates are pretty much the same. These are a few of the changes: the yard requirements for impervious surface in the side yard was removed; in the B-1 Zoning District, the 1st floor apartment was allowed up to 50 % from 40%; parking 19.51.080 (C) two family dwelling may have up to 6 vehicles parked outside on a lot, “with no more than 4 outside located in the rear yard...”. The 40% impervious surface was removed from the side yard due to the committee having a hard time agreeing on it and the older areas of the city were non-compliant and it was unclear how to figure.

City Attorney McDonell added that also for the homes that have side entry garages, the driveways took up the 40%. He also noted that maximum impervious surface will be coming back with district and overall limits based on a curve depending on the size of the lot.

Information Items:

- a. Possible future agenda items. City Planner Chris Munz-Pritchard stated that Councilman Chris Grady will be at the March Plan Commission meeting in regard to the requirement of common space square footage per person for the R-2A Overlay Zoning.
- b. Next regular Plan Commission Meeting – March 14, 2016.

Moved by Tanis and seconded by Stanek to adjourn. The motion was approved by unanimous voice vote. The meeting adjourned at approximately 9:30 p.m.

Chairperson Greg Meyer



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04/7/2016**

ITEM: **Resolution Stating Municipal Obligation Related to Clean Water Fund Loan**

PRESENTER: **Assistant City Manager**

PREVIOUS ACTION, IF ANY:

- **January 27, 2016** - Council approved entering into a contract with Miron Construction for the wastewater treatment plant upgrade project.
- **January 19, 2016** – Council approved new sanitary sewer user rates to cover the expenses of the wastewater treatment plant upgrade project.

SUMMARY OF ITEM BEING PRESENTED:

To complete the Clean Water Fund Program loan closing, the City Council must approve the attached Resolution to authorize the execution of the Financial Assistance Agreement and the issuance of the Revenue Bonds to the State of Wisconsin Clean Water Fund Program. Once the loan is closed, the Wisconsin Department of Administration will wire the first disbursement to the municipal bank account.

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

STAFF RECOMMENDATION: **Staff recommends approving the resolution.**

RECOMMENDED MOTION: **I move to approve Resolution Authorizing The Issuance and Sale of up to \$21,605,138 Sewer System Revenue Bonds, Series 2016, and Providing for Other Details and Covenants with Respect Thereto.**

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

- **Financial Assistance Agreement**
- **Resolution Authorizing the Issuance of Bonds**

FOR MORE INFORMATION CONTACT:

Chris McDonell, cmcdonell@whitewater-wi.gov, 262.473.0139.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$21,605,138 SEWER SYSTEM REVENUE BONDS, SERIES 2016,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Whitewater, Walworth and Jefferson Counties, Wisconsin (the "Municipality") owns and operates a sewer system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted on July 16, 1996 (the "1996 Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 1996, dated July 24, 1996 (the "1996 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on November 17, 2009 (the "2009 Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2009, dated December 9, 2009 (the "2009 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on January 19, 2010 (the "2010 Resolution"), the Municipality has heretofore issued its Sewer System Revenue Refunding Bonds, Series 2010, dated February 9, 2010 (the "2010 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on July 19, 2011 (the "2011 Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2011, dated July 27, 2011 (the "2011 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on May 1, 2012 (the "2012 Resolution"), the Municipality has heretofore issued its Sewer System Revenue Bonds, Series 2012, dated May 17, 2012 (the "2012 Bonds"), which are payable from the income and revenues of the System; and

WHEREAS, the 1996 Bonds, the 2009 Bonds, the 2010 Bonds, the 2011 Bonds and the 2012 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 1996 Resolution, the 2009 Resolution, the 2010 Resolution, the 2011 Resolution and the 2012 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4558-02 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2014-0552 and dated September 9, 2015 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewer system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the estimated date that construction of the Project will be completed is May 1, 2018; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$21,605,138 Sewer System Revenue Bonds, Series 2016, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Sewer System Revenue Bond and Interest Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the City Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewer charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Whitewater, Walworth and Jefferson Counties, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "1996 Bonds" means the Municipality's Sewer System Revenue Bonds, Series 1996, dated July 24, 1996;

(o) "1996 Resolution" means a resolution adopted by the Governing Body on July 16, 1996 authorizing the issuance of the 1996 Bonds;

(p) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(q) "Prior Bonds" means the 1996 Bonds, 2009 Bonds, 2010 Bonds, 2011 Bonds and 2012 Bonds, collectively;

(r) "Prior Resolutions" means the 1996 Resolution, 2009 Resolution, 2010 Resolution, 2011 Resolution and 2012 Resolution, collectively;

(s) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(t) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(u) "System" means the entire sewer system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, storage, metering and disposal of domestic, industrial and public sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewer system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(v) "2009 Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2009, dated December 9, 2009;

(w) "2009 Resolution" means a resolution adopted by the Governing Body on November 17, 2009 authorizing the issuance of the 2009 Bonds;

(x) "2010 Bonds" means the Municipality's Sewer System Revenue Refunding Bonds, Series 2010, dated February 9, 2010;

(y) "2010 Resolution" means a resolution adopted by the Governing Body on January 19, 2010 authorizing the issuance of the 2010 Bonds;

(z) "2011 Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2011, dated July 27, 2011;

(aa) "2011 Resolution" means a resolution adopted by the Governing Body on July 19, 2011 authorizing the issuance of the 2011 Bonds;

(bb) "2012 Bonds" means the Municipality's Sewer System Revenue Bonds, Series 2012, dated May 17, 2012; and

(cc) "2012 Resolution" means a resolution adopted by the Governing Body on May 1, 2012 authorizing the issuance of the 2012 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$21,605,138; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the City Manager and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewer System Revenue Bonds, Series 2016" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.100% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2016 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the City Manager and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by a Resolution adopted November 20, 1990 are hereby continued and shall be used solely for the following respective purposes:

- (a) Sewer System Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Sewer System Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Sewer System Revenue Bond and Interest Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account provided for by the 2010 Resolution and continued by the 2012 Resolution within the Debt Service Fund is not pledged to the payment of principal of or interest on the 1996 Bonds, the 2009 Bonds, the 2011 Bonds or the Bonds, and moneys in the Reserve Account shall under no circumstances be used to pay principal of or interest on the 1996 Bonds, the 2009 Bonds, the 2011 Bonds or Bonds.
- (d) Depreciation Fund, which shall be used to provide a proper and adequate depreciation account for the System.
- (e) Surplus Fund, which shall first be used whenever necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Debt Service Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wis. Stats. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created by this section.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and if not needed to remedy any deficiency in the Debt Service Fund, for the following month (after giving effect to available amounts in said Fund from prior deposits);

- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by the 2010 Resolution, 2012 Resolution or future resolution authorizing Parity Bonds secured by the Reserve Account to fund the Reserve Account; and
- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to meet the Reserve Requirement established by the 2010 Resolution, 2012 Resolution or future resolution authorizing the issuance of Parity Bonds to be secured by the Reserve Account.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewer System CWFPP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewer services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then

outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$21,605,138 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewer System CWFP Project Fund." The Sewer System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewer System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the

Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: April 7, 2016

Approved: April 7, 2016

Cameron L. Clapper
City Manager

Attest:

Michele R. Smith
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
WALWORTH AND JEFFERSON COUNTIES
CITY OF WHITEWATER

REGISTERED
\$ _____

SEWER SYSTEM REVENUE BOND, SERIES 2016

Final
Maturity Date

Date of
Original Issue

May 1, 2035

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Whitewater, Walworth and Jefferson Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2019 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.100% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2016.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2019 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 100/1000ths percent (2.100%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewer System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted April 7, 2016, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$21,605,138 Sewer System Revenue Bonds, Series 2016, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues derived from the operation of the Sewer System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewer System Revenue Bonds, Series 1996, dated July 24, 1996, Sewer System Revenue Bonds, Series 2009, dated December 9, 2009, Sewer System Revenue Refunding Bonds, Series 2010, dated February 9, 2010, Sewer System Revenue Bonds, Series 2011, dated July 27, 2011 and Sewer System Revenue Bonds, Series 2012, dated May 17, 2012, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its City Manager and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF WHITEWATER,
WISCONSIN

(SEAL)

By: _____
Cameron L. Clapper
City Manager

By: _____
Michele R. Smith
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

COPY

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2019	\$1,070,664.98
May 1, 2020	1,093,148.94
May 1, 2021	1,116,105.07
May 1, 2022	1,139,543.28
May 1, 2023	1,163,473.69
May 1, 2024	1,187,906.63
May 1, 2025	1,212,852.67
May 1, 2026	1,238,322.58
May 1, 2027	1,264,327.35
May 1, 2028	1,290,878.23
May 1, 2029	1,317,986.67
May 1, 2030	1,345,664.39
May 1, 2031	1,373,923.35
May 1, 2032	1,402,775.73
May 1, 2033	1,432,234.03
May 1, 2034	1,462,310.94
May 1, 2035	1,493,019.47

COPY

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921
(608) 266-7555

Financial Assistance Agreement
Clean Water Fund Program
Form 8700-214A rev 01/15

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF WHITEWATER

\$22,312,638 with \$707,500 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of April 13, 2016

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality and an authorized officer of the State of Wisconsin Department of Natural Resources and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

Municipal Identification No. 64291
Clean Water Fund Program Project No. 4558-02

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated April 13, 2016, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Act"), and the City of Whitewater, a municipality within the meaning of the Act, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to ss. 281.58 and 281.59, Wis. Stats., established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Act; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA has determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness; and

WHEREAS, the Municipality has pledged the security, if any, required by DOA, and the Municipality has demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Municipal Obligations; and

WHEREAS, approval of facility plans or engineering reports and Plans and Specifications for the Project has been obtained by the Municipality from DNR subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Application" means the written application of the Municipality dated September 29, 2015, for financial assistance under the Act.

"Bonds" means bonds or notes issued by the State pursuant to the General Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"Clean Water Act" means the federal Clean Water Act, 33 U.S.C. §§1250 et seq., as amended.

"CWFP" means State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Fiscal Sustainability Plan" means a plan meeting the minimum requirements of section 603(d)(1)(E) of the federal Clean Water Act, as amended June 10, 2014.

"General Resolution" means the Clean Water Revenue Bond General Resolution adopted by the State of Wisconsin Building Commission, as such may from time to time be amended or supplemented by Series Resolutions or Supplemental Resolutions in accordance with the terms and provisions of the General Resolution.

"Loan" means the loan or loans made by the CWFP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) the FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and the FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;
- (c) each of the FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means City of Whitewater, a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Cost eligible for CWFP financing.

"Parity Obligations" means the Municipality's \$1,563,900 Sewer System Revenue Bonds, Series 1996, dated July 24, 1996, its \$2,780,071 Sewer System Revenue Bonds, Series 2009, dated December 9, 2009, its \$1,230,000 Sewer System Revenue Refunding Bonds, Series 2010, dated February 9, 2010, its \$633,078

Sewer System Revenue Bonds, Series 2011, dated July 27, 2011, its \$1,485,000 Sewer System Revenue Bonds, Series 2012, dated May 17, 2012, and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2014-0552, approved by DNR on September 9, 2015, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amount pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Regulations or this FAA. The amount of principal forgiveness available for this Project as of the date of this FAA is \$707,500.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered, specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CWWP Project No. 4558-02 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWWP under the Act, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 150 and NR 162, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"Series Resolution" or "Supplemental Resolution" shall have the meaning set forth in the General Resolution.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance, or other legislative enactments meeting the requirements of the Regulations, that is enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewer system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, storage, metering and disposal of domestic, industrial and public sewerage and waste.

"State" means the State of Wisconsin.

"Substantial Completion" means the point in time when Project construction has been completed and the treatment process operation has been initiated or is capable of being put into operation, or for collection system or storm water projects or portions of projects that provided little or no treatment, it means the point in time when wastewater or storm water conveyance has been initiated or is capable of being initiated.

"Trustee" means the trustee appointed by the State pursuant to the General Resolution and any successor trustee.

"Use of American Iron and Steel" means the requirements contained in section 608 of the federal Clean Water Act, as amended June 10, 2014.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.08, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to a User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this FAA refer to the FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Act and the General Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The CWFP has complied with the provisions of the Act and has full power and authority to execute and deliver this FAA and to consummate the transactions contemplated hereby and perform its obligations hereunder.
- (c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to ss. 281.58 and 281.59, Wis. Stats., the CWFP is authorized to execute and deliver the FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of the FAA.
- (e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) There is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body pending or, to the knowledge of the CWFP, threatened against or affecting the CWFP, or to the knowledge of the CWFP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, covenants, and warrants as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA,
 - (3) adopt the Municipal Obligation Resolution,
 - (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
 - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$21,605,138, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Municipality, threatened against or affecting the Municipality, or to the knowledge of the Municipality any basis therefore:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of, or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly issued, legally binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, and approvals (other than such permits, licenses, easements, or approvals which are not, by their nature, obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, to carry on its activities relating thereto, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) Each of the facilities constituting a part of the Project is eligible for financing from the CWFP and the estimated cost of the Project is equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures (SERP) contained in the Regulations. The Project is an eligible project under s. 281.58(7), Wis. Stats. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be and continue to be an eligible Project under the Act during the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Act. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the General Resolution, as the same is in force from time to time.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action, that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as defined in the Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) a "de minimis" amount as defined in the Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance with all conditions, requirements and terms of financial assistance previously awarded through the federal construction grants program and the Wisconsin Fund construction grants program, and the CWFPP.

(v) The Municipality has met all terms and conditions contained within, and has received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it has submitted to DNR a bid tabulation for the Project, with a recommendation to DNR for review and concurrence. The expected or actual Substantial Completion date of the Project is May 1, 2018.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the General Resolution provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFPP by deducting those amounts from any State payments due the Municipality.

This means that the following State payments would have been subject to this deduction:

	Transportation	State-shared	Total
2014	\$688,415.34	\$3,317,683.87	\$4,006,099.21
2015	\$715,024.85	\$3,312,785.50	\$4,027,810.35

The amount of State payments anticipated for this year, among others, and as changed or modified from time to time, that are subject to this deduction are:

2016	\$731,491.00	\$3,279,796.14	\$4,011,287.14
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These are not the entire amounts of State aid distributed to the Municipality. Other State aid is subject to intercept on failure of the Municipality to make full Loan payments due the CWFPP.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the General Resolution, provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFPP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality's Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of Municipality or the Project since the submission date of the Application.

(bb) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$22,312,638 with Principal Forgiveness of \$707,500 for payment of Project Costs.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan, and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$21,605,138. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.

(c) The Loan shall bear interest at the rate of two and 100/1000ths percent (2.100%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations, from the date of disbursement until the date such amounts are repaid or forgiven. A description of how the interest rate was determined is included in the Project Manager Summary Page (Exhibit F).

(d) Disbursements of Financial Assistance shall generally first be made in the form of a Loan disbursement on the Municipal Obligations which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less, second in the form of Loan disbursements subject to Principal Forgiveness up to \$700,000, and third in the form of Loan disbursements on the Municipal Obligations. Additional Principal Forgiveness up to \$7,500 will be disbursed as a reimbursement for 50% for the costs of developing a Fiscal Sustainability Plan. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Municipal Obligations shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on April 13, 2016. It is understood that the actual amount of the Municipality's Municipal Obligations payments shall be based on the actual date and amount of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA, and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 120 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

- (a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and
- (b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Expense Fund established pursuant to the General Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Financial Assistance

- (a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.
- (b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (c) The CWFP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis, upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
- (1) If the Financial Assistance is not yet fully disbursed, and CWFP funds were previously disbursed for non-eligible CWFP funded Project Costs, the CWFP shall make necessary adjustments to future disbursements.
 - (2) If the Financial Assistance is fully disbursed, including disbursements for any non-eligible CWFP funded Project Costs, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible CWFP funded Project Costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to apply the recovery to).
- (e) The CWFP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.
- (f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:
- (1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;
 - (2) the Municipality certifies to DNR its acceptance of the Project from its contractors;
 - (3) the Municipality certifies in writing to DNR its compliance with the Davis-Bacon wage rate and Use of American Iron and Steel requirements. Certification must be as prescribed on Exhibit G;
 - (4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.
- (g) The following IRS Regulation applies to project expenditures. IRS Regulation 1.148-6(d)(1)(iii), which states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

(h) The Municipality has elected to pay a portion of eligible Project Costs from sources other than the Net CWFP Loan instead of including this portion at the market rate. The first disbursement will be made in the form of a Loan disbursement on the Municipal Obligations which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less. The Municipality shall submit invoices to DNR for all Project Costs it pays with other funding sources in order to document that it has contributed the full \$1,215,632 amount to the Project.

Section 3.07. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Act or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality, or add a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date the FAA was executed; or immediately terminate the FAA and disburse no additional funds, if the Loan has not been fully disbursed.
- (3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Sewerage System (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a), above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of this FAA.

In the event that the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Financial Assistance or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the acquisition and construction of the Project, and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit G of this FAA;

(4) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project; and

(5) submit to DNR an Operation and Maintenance Manual Certification Checklist.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the CWFP may allocate additional financial assistance to a Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Act and Regulations. The allocation of additional financial assistance shall depend upon availability of funds and present value subsidy, pursuant to the Act and the Regulations.

(b) In the event that this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance and shall not be entitled to any reimbursement therefore from the CWFP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate FAA.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the CWFP, DOA, DNR nor the Trustee makes any warranty, either express or implied, as to the Project or its condition or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept, in good repair, working order, and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit. The Municipality shall not, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Sewerage System, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts so long as this FAA is outstanding.

(b) The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, approvals, and this FAA, including without limitation, the Act, the Regulations and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets, and directions issued by the CWFP. Without any request, the Municipality shall furnish to DOA, as soon as available and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by such independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance, and shall produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them or their authorized representatives, and shall permit extracts and copies of the Project records to be made by them or their authorized representatives, and shall fulfill information requests by them or their authorized representatives.

Section 5.06. Records The Municipality shall retain all files, books, documents and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction, under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates within three business days and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(5) of the Code or any successor provision.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Act and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.08, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of any material damage to or destruction of the Project or any part thereof, or actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System, any action, suit or proceeding at law or in equity or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless and defend DNR, DOA and all their officers, employees, and agents, against any and all liability, claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, acts, or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Act and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance for the Project).

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Act;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar

in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.23. Fiscal Sustainability Plan The Municipality shall complete all the required components of a Fiscal Sustainability Plan prior to project closeout and will maintain the plan at least for the life of the loan.

Section 5.24. Use of American Iron and Steel The Municipality agrees to comply with the requirements for Use of American Iron and Steel contained in section 608 of the federal Clean Water Act, as amended June 10, 2014 for products used in the Project which are made primarily of iron and steel.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Clean Water Fund Program
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
Or
PO Box 7864
Madison, WI 53707-7864
- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
Or
PO Box 7921
Madison, WI 53707-7921
- (c) U.S. Bank Corp Trust
Jina Terry EP-MN-WS3T
60 Livingston Avenue
St. Paul, MN 55101-2292
- (d) City of Whitewater
312 West Whitewater Street
Whitewater, WI 53190

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional Financial Assistance for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the CWFP, by DNR and DOA acting under authority of the Act, and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Act.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of and are enforceable by the CWFP, its Trustee, or its authorized agent.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, providing Principal Forgiveness, assigning, and confirming the rights, security interests, and agreements concerning Principal Forgiveness or intended to be Principal Forgiveness provided by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with General Resolution The Municipality covenants and agrees that it shall comply with the provisions of the General Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the General Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the General Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first above written.

CITY OF WHITEWATER

By: _____
Cameron L. Clapper
City Manager

Attest: _____
Michele R. Smith
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF WHITEWATER
CWFP Project No. 4558-02

	Total Project Costs	Ineligible CWFP Costs (A)	CWFP Eligible Costs	Eligible CWFP Costs Paid With Municipal or Non-CWFP Loan Funds (B)	Eligible Costs Paid by Other Grant(s)	CWFP Fundable Amount for this Project (C)	Principal Forgiveness Amount	Net CWFP Loan Amount
Force Account	0	0	0	0	0	0	0	0
Interim Financing Costs	0	0	0	0	0	0	0	0
Facility Plan Preparation	55,970	0	55,970	0	0	55,970	0	55,970
Plans / Specifications Preparation	1,311,600	0	1,311,600	0	0	1,311,600	0	1,311,600
Land or Easement Acquisition	0	0	0	0	0	0	0	0
Engineering / Construction Management	1,489,892	0	1,489,892	0	0	1,489,892	7,500	1,482,392
Construction / Equipment	20,413,025	0	20,413,025	2,000,000	0	18,413,025	700,000	17,713,025
Contingency	1,020,651	0	1,020,651	0	0	1,020,651	0	1,020,651
Miscellaneous Costs	0	0	0	0	0	0	0	0
CWFP Closing Costs	21,500	0	21,500	0	0	21,500	0	21,500
TOTAL	24,312,638	0	24,312,638	2,000,000	0	22,312,638	707,500	21,605,138

A = Municipal internal funds or other grant funding will cover ineligible CWFP costs.
 B= Eligible CWFP costs paid with municipal internal funds or other non-CWFP loan funds.
 C= This amount is calculated before deducting funding provided from non-CWFP sources.

EXHIBIT B

LOAN AMORTIZATION SCHEDULE

INTEREST RATES AND PRINCIPAL REPAYMENT SCHEDULE

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.

EXHIBIT E

**ENVIRONMENTAL IMPROVEMENT FUND
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 6100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: City of Whitewater	Project Number: 4558-02	Loan/Grant Amount: \$ 22,312,638
Project Description: WWTP Biological Process Upgrade / Phosphorus Removal		
Did the municipality satisfy the DBE requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no, refer to Project Manager Summary Page of the FAA.)		

Construction/Equipment/Supplies Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Miron Construction Co., Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/> N/A	Construction	\$20,413,025	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Donohue & Associates, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other X N/A	Engineering	\$2,842,462	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime: Baker Tilly Virchow Krause, LLP	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other X N/A	Engineering	\$15,000	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
-------------------------------------	---------------	--------------

Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF WHITEWATER
CWFP Project No. 4558-02

1. Project Description: The project consists of improvements to the Wastewater Treatment Plant (WWTP), including the biological process, phosphorus removal, pumping and digester improvements and energy efficiency. The City of Whitewater is also eligible to receive Principal Forgiveness (PF) for 50% of the Fiscal Sustainability Plan (FSP) development costs, or \$7,500. The total PF award for this project is \$707,500.
2. Ineligible Costs: There were no ineligible costs identified in the review of this project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.
3. Other Funding Sources: The City of Whitewater will apply \$2,000,000 (\$1,000,000 of internal funds and \$1,000,000 of the City's replacement fund) toward project costs. These internal funds will be applied toward \$1,215,632 of Market rate costs.

4. Miscellaneous Costs: None.

5. Contingency Allowance: The Contingency allowance of \$1,020,651 is five percent of the amount of uncompleted construction work. Change orders must be approved by the regional CME prior to requesting reimbursement.

Base contingency (Uncompleted construction work x 5%)	\$ 1,020,651
Total Contingency Allowance	\$ 1,020,651

6. Equipment Replacement Fund: The Municipality shall establish an equipment replacement fund according to s. NR 162.0 8, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. In reviewing the equipment replacement fund schedule in the CWFP application, the annual deposit is estimated at \$349,273.

7. DBE Good Faith Effort: The project has met DBE requirements.

8. Green Project Reserve: The project includes the installation of a new SCADA system and energy efficient lighting. Energy savings are estimated at 20% due to the automatic adjustment and operation of flow rate and pumps as well as new, energy saving lighting at the WWTP. The total energy savings are estimated at \$43,995 per year.

Green Infrastructure	\$0
Water Efficiency	\$50,000
Energy Efficiency	\$824,655
Environmentally Innovative	\$0
TOTAL Green Project Reserve Funding	\$874,655

9. Use of American Iron and Steel: Based on the plans and specifications approval date of September 9, 2015, this project is subject to the Use of American Iron and Steel (UAIS) requirements of H.R 2029, the Consolidated Appropriations Act of 2016.

10. Fiscal Sustainability Plan: The Municipality has certified that a Fiscal Sustainability Plan (FSP) that meets the requirements of section 603(d)(1)(E) of the Water Resources Reform and Development Act will be completed prior to project closeout and that the plan will be maintained at least for the life of the loan. Principal Forgiveness in the amount of \$7,500 is being provided as reimbursement for 50% of the cost of FSP development.

11. Composite Interest Rate: The Municipality is paying at least \$1,215,632 (5%) of eligible Project Costs from other funding sources so this loan can all be funded at the subsidized interest rate. The first disbursement of Financial Assistance shall be made in the form of a Loan disbursement without Principal Forgiveness which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less. The Municipality shall submit invoices to DNR for all Project Costs it pays with other funding sources in order to document that it has contributed the full \$1,215,632 amount to the Project.

Composite Interest Rate:

Total Eligible Costs	\$24,312,638
Parallel Cost Percentage (PCP)	95.00%
Grant Funds (Total grant funds for ineligible and eligible project costs)	\$0
Internal Funds (Total internal funds or other non-CWFP loan funds for ineligible and eligible costs)	\$2,000,000
Eligible Costs Covered by Other Grant(s)	\$0
Eligible Costs Covered by Internal Funds	\$2,000,000
Ineligible Costs Covered by Other Grant(s)	\$0
Ineligible Costs Covered by Internal Funds	\$0
Market Rate Costs	\$1,215,632
Market Rate Costs Funded in Net Loan	\$0
Market Rate Costs Paid with Other Grants, Internal Funds or Principal Forgiveness	\$1,215,632
CWFP Funding for this Project (Total eligible costs – Eligible costs paid by other grants)	\$24,312,638
Principal Forgiveness	\$707,500
Net CWFP Loan Amount	\$21,605,138
Market Rate Costs @ 3.000%	\$0
70% of Market (Compliance Maintenance & New/Changed Limits) @ 2.100%	\$21,605,138
70% of Market (Unsewered) @ 2.100%	\$0
70% of Market (Urban Runoff) @ 2.100%	\$0
0% Septage	\$0
Composite Interest Rate	2.100%

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[To Be Prepared on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Whitewater (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4558-02 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act. The Municipality further certifies that after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4558-02 has met the requirements for the Use of American Iron and Steel contained in section 608 of the Water Resources Reform and Development Act of 2014 (WRRDA). The Municipality further certifies that a Fiscal Sustainability Plan meeting the requirements of section 603(d)(1)(E) of the WRRDA has been completed for the treatment works and that the plan will be maintained at least for the life of the loan.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Highest Elected Official]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]

Dated as of: _____

Clean Water Fund Program Project No. 4558-02
City of Whitewater
WWTP Biological Process Upgrade / Phosphorus Removal
Financial Assistance Agreement

Closing Schedule

By Monday, March 21, 2016:

- Department of Natural Resources (DNR) project manager distributes Financial Assistance Agreement (FAA) to Department of Administration (DOA) for review.

By Thursday, March 31, 2016:

- Quarles & Brady, LLP distributes draft Municipal Obligation Resolution and other bond documents to the City of Whitewater and DOA for review. Project manager mails FAA to municipality

On Thursday, April 7, 2016:

- Municipality holds properly noticed meeting at which time:
 1. Municipal Obligation Resolution is adopted
 2. Bond related documents are signed by municipal officials
 3. DNR FAA is signed by municipal officials

NOTE: *Most documents must be signed by Highest Elected Official & Clerk/Secretary and some documents must have municipal seal applied. **Do not sign any Exhibits.***

By April 8, 2016 VIA HAND DELIVERY:

- 1. Municipality returns FAA to DNR Project Manager Candice Sovinski for countersigning by DNR.
 2. Municipality delivers signed & sealed Resolution & other bond documents to Quarles & Brady, LLP.

By April 11, 2016:

- Quarles & Brady, LLP sends final signed and sealed bond documents and legal opinion to DOA.

Wednesday, April 13, 2016:

- Loan Closing Day. Quarles & Brady, LLP contacts DOA to confirm closing and DOA wire transfers the first disbursement to municipal bank account.

Clean Water Fund Program Project No. 4558-02
 City of Whitewater
 WWTP Biological Process Upgrade / Phosphorus Removal
 Financial Assistance Agreement Summary
 Distribution Sheet

FINANCIAL ASSISTANCE INFO

Total Project Amount: \$24,312,638

Principal Forgiveness Amount: \$707,500

Net CWFP Loan Amount: \$21,605,138

Internal Funding: \$2,000,000

Pledge: Sewer Revenue

Lien Priority: Senior Parity

Composite Interest Rate: 2.100%

DOCUMENT INFO

Date of Municipal Obligation Resolution – April 7, 2016

CLOSING INFO

Refinancing: None

Estimated Reimbursement: \$1,366,906.14

DISTRIBUTION**Department of Natural Resources**

Candice Sovinski
 Bureau of Community Financial Assistance
 101 South Webster Street, 2nd Floor
 PO Box 7921
 Madison WI 53707-7921
 608-264-8986
 FAX – 608-267-0496

Department of Administration

Jessica L. Fandrich
 State of Wisconsin DOA Capital Finance Office
 101 East Wilson Street, 10th Floor
 PO Box 7864
 Madison WI 53707-7864
 608-267-2734
 FAX – 608-266-7645

Municipality

Mr. Cameron L. Clapper, City Manager
 City of Whitewater
 312 West Whitewater Street
 Whitewater WI 53190
 262-473-0500
 FAX – 262-473-0549

Engineering Firm

Mr. Nathan Cassity
 Donohue & Associates
 3311 Weeden Creek Road
 Sheboygan WI 53081
 920-208-0296
 FAX – 920-208-0402

Municipal Bond Counsel

Ms. Rebecca A. Speckhard, Attorney
 Quarles & Brady, LLP
 411 East Wisconsin Avenue
 Milwaukee WI 53202-4497
 414-277-5000
 FAX – 414-271-3552

Financial Advisor

Mr. Bradley Viegut,
 Robert W. Baird
 777 East Wisconsin Avenue
 Milwaukee WI 53202-5391
 800-792-2473
 FAX - 414-298-7354



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: 04/7/2016

ITEM: Urban Nonpoint Source Grant Program

PRESENTER: Assistant City Manager

PREVIOUS ACTION, IF ANY: None

SUMMARY OF ITEM BEING PRESENTED:

In 2012, the City applied for this funding which was awarded to construct the James Street detention basin and restoration work along Whitewater Creek from Main St. to Starin Rd. In 2013, the City again successfully applied for grants to construct detention basins at Meadowsweet Park and the Clay Street Nature preserve. In 2014, the City again successfully applied for a grant to construct a detention basin on Ann Street.

Currently, the Wisconsin Department of Natural Resources (WDNR) offers funding assistance in the form an Urban Nonpoint Source (UNPS) stormwater planning grant for municipalities that will cover up to fifty percent (50%), with a maximum \$150,000 grant for each project, of the cost for engineering, land acquisition, and construction of detention basins. The goal of the basins is to reduce nonpoint source pollutant discharge and help reduce total suspended solids (TSS) loadings to protect the water quality and recreation use of the waters within the Lower Rock River Basin. In addition, these ponds will also move the city closer to reaching future DNR water quality requirements and remain in compliance with the city’s Wisconsin Pollution Discharge Elimination (WPDES) stormwater permit.

Council is being asked to consider 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 two (2) stormwater detention facilities located southwest of the intersection of Endeavor Drive and Prospect Drive (located in the business park), and northwest of the intersection of Janesville Street and Harper Street.

BUDGET IMPACT, IF ANY:

If awarded, the detention basin grants would require a 50% match, with a maximum \$150,000 grant for each project. These basins would be funded through a borrowing paid for by the stormwater utility.

Detention Basin Cost Summary			
Basin Location	City	DNR	Total Project
Business Park	\$ 266,500	\$ 150,000	\$ 416,500
Janesville Street	\$ 116,900	\$ 116,900	\$ 233,800
Total	\$ 383,400	\$ 266,900	\$ 650,300

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

STAFF RECOMMENDATION:

Staff recommendation is for approval. The detention basin construction continues the City's efforts to improve storm water management and would gain a 5.0% reduction in Total Suspended Solids,

and bring us closer to the required 59.49% TSS reduction goal. The city's existing condition is a 20.2% TSS reduction.

RECOMMENDED MOTION:

I move to approve a resolution authorizing submission of grant applications to Wisconsin DNR for Non-point source water pollution grants.

ATTACHMENT(S) INCLUDED:

**Urban nonpoint source grant program resolution
Urban nonpoint source grant program draft applications**

FOR MORE INFORMATION CONTACT:

Chris McDonell, cmcdonell@whitewater-wi.gov, 262.473.0139.

URBAN NONPOINT SOURCE GRANT PROGRAM

RESOLUTION NO: █

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 two (2) a stormwater detention facilities located southwest of the intersection of Endeavor Drive and Prospect Drive, and northwest of the intersection of Janesville Street and Harper Street.

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.

IT IS THEREFORE RESOLVED THAT:

The Whitewater City 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 this day _____ of _____, 2016

By a vote of: _____ in favor, _____ against, and _____ abstain

BY: _____, Clerk of the City of Whitewater

Notice: This application form template was created by the Wisconsin Department of Natural Resources (DNR). Application is hereby made to the Wisconsin Department of Natural Resources, Bureau of Watershed Management, for grant assistance consistent with s. 281.66, Wis. Stats., and Chapters NR 151, 154 and 155, Wis. Adm. Code. Collection of this information is authorized under the authority of s. 281.66, Wis. Stats. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.]. *Unless otherwise noted, all citations refer to Wisconsin Administrative Code.*

Please refer to the [instructions](#) to complete this form. Complete all sections as applicable. Tab to each section or click in answer spaces. All "Attachments" referenced are in the application instructions.

Applicant Information

Calendar Year of Grant Start 2017

Project Name

Business Park Armory Detention Basin

Applicant (governmental unit applying; name and type, e.g. Madison, City of)

City of Whitewater

Name of Government Official - Authorized Signatory (First Last) | Name of Government Official - Grant Contact Person (First Last)

Cameron Clapper | Christopher McDonell

Title | Title

City Manager | Assistant City Manager

Area Code + Phone Number | Area Code + Phone Number

(262) 473-0500 | (262) 473-0139

E-Mail Address | E-Mail Address

cclapper@whitewater-wi.gov | cmcdonell@whitewater-wi.gov

Mailing Address - Street or PO Box | Mailing Address - Street or PO Box

312 West Whitewater Street | 312 West Whitewater Street

City | State | ZIP Code | City | State | ZIP Code

Whitewater | WI | 53190 | Whitewater | WI | 53190

Project Information

A. Location of Project See [Attachment A](#) and [Surface Water Data Viewer](#) (SWDV) for assistance in completing this question.

County Jefferson State Senate District number: 15 State Assembly District number: 43

(found at: <http://legis.wisconsin.gov/ltsb/redistricting/districts.htm>)

Minor Civil Division (city, town, village, e.g., Wrightstown, Village of)	Township (N)	Range	E or W	Section	Quarter	Quarter- Quarter	Latitude (North, 4 to 7 decimal places)	Longitude (West, 4 to 7 decimal places)
Whitewater, City of	05 N	15	E	34	SW	SW	42.8431	-88.7134
Whitewater, City of	05 N	15	E	34	SW	SE	42.8431	-88.7134
	N							

Method for Determining Latitude & Longitude (check one)

DNR [Surface Water Data Viewer](#) GPS Other (specify): _____

B. Watershed, Waterbody and Pollutants See [Surface Water Data Viewer](#) and [Attachment A](#) for assistance in completing this question. (Example: Watershed Name: Oconomowoc River. Watershed Code: UR09. Primary Waterbody Name: Oconomowoc River. Nearest Waterbody: Flynn Creek.)

Note: If the project is in more than one watershed, submit a separate application for each watershed, unless this application is for a high-efficiency street sweeper. For HE street sweeper, enter information for largest area to be swept.

Watershed Name	Watershed Code	Primary Waterbody Name	Nearest Waterbody Name
Whitewater Creek	LR14	Whitewater Creek	Whitewater Creek

12-digit Hydrologic Unit Code (HUC): 070900020203

Nonpoint Source Pollutant(s) Controlled by the Project

- Nutrients
 Sediment
 Other, specify: Phosphorus

C. Endangered and Threatened Resources, Historic Places and Properties and Wetlands

Check the appropriate box for each question based on what the governmental unit knows to occur where the project disturbs land:

- 1. There are endangered or threatened resources as identified in s. 29.604, Wis. Stats., and ch. NR 27 in the project area. (Refer to [NHI Portal](#) for assistance.)
- 2. There are archaeological sites, historical structures, burial sites, or other historic places identified in s. 44.45, Wis. Stats., in the project area.
- 3. There are wetlands in the project area that are governed by water quality standard provisions of ch. NR 103. (Answer with the SWDV [Wetlands & Wetland indicators layer theme](#).)

D. Environmental Hazards Assessment

- Check this box if this project includes excavation or purchase of land or easement. If yes, attach a completed copy of the [Environmental Hazards Assessment Form](#) to this application. See [Attachment H](#) for further information.

If this is a project that includes excavation or the purchase of land or an easement, consult the Bureau of Remediation and Redevelopment [RR Sites Map](#) and answer the following questions using a map scale of 1:8529 or larger:

- 1. There is an open (ongoing cleanup) R&R site on the same property where the excavation is planned.
- 2. There is a closed (completed cleanup) R&R site on the same property where the excavation is planned.
- 3. There is an open (ongoing cleanup) R&R site on an adjacent property.
- 4. There is a closed (completed cleanup) R&R site on an adjacent property.

E. Alternative Funding

- Check this box if applicant requests that the DNR also submit a copy of this application to the Clean Water Fund Program (CWFP). This submittal serves to waive the deadline for submitting an "Intent to Apply" form for CWFP funding; it is **not** a substitute for a CWFP loan application or interest rate subsidy application.

F. Pro-Rating for Existing versus New Development

- Check this box if the project will serve 100% **existing** urban development only. *Existing means urban development in existence on or before October 1, 2004.*

If not, enter the percentage of the project that serves *existing* urban development and provide attachments to show the *existing* and new areas.

100 %

G. Project Description

Include a project narrative, site plan and conceptual drawings. Drawings are to include the project scope, key features and associated BMPs.

This project will involve the design and construction of a new wet detention basin located on lands owned by the City of Whitewater.

The Business Park Armory basin will involve construction of a new wet detention basin located southwest of the Endeavor Drive and Prospect Drive intersection in the Whitewater Business Park.

The goal of the basin is to reduce nonpoint source pollutant discharge to Whitewater Creek and help reduce total suspended solids (TSS) loadings. The City of Whitewater Stormwater Management Plan evaluated approximately 16 individual BMP's plus source controls such as street sweeping, and nearly 20 various combinations of BMP's to meet

2008 and 2013 TSS Reduction Goals.

These detention basins, in combination with an accelerated street sweeping program, was found to be the most cost-effective means of meeting the 2008 20% TSS reduction goal and a vital component of the 40% TSS reduction 2013 goal.

Because the City owns the land for the basin construction and the preliminary design has been completed, the City believes this project can be implemented immediately.

Part I. Screening Requirements for Project Application Eligibility

A. Maps and Photographs

Check this box if

- An 8.5" x 11" map from the DNR [Surface Water Data Viewer](#) showing the project area, topography, and locations of proposed Best Management Practices (BMPs), is attached.
- Aerial photo maps showing the project footprint and project site photos are also included.

B. Filters Note: To be eligible for a grant, the applicant must be able to declare that statements in 1 through 11 below are **TRUE**. **Check the boxes of true statements.** Check statements 12 through 15 below if applicable. Applicants who cannot check 12, must check box a or b. Applicants who check statement 13 must check a, b, or c.

Yes

- 1. Project is in an urban area as identified in [Attachment B](#).
- 2. Applicant declares that one of the two statements below is TRUE. Please check the box to indicate that the statement is true.
 - a. The applicant is not the University of Wisconsin Board of Regents.
 - b. The applicant is the University of Wisconsin Board of Regents **and** the project will develop recommendations for a UW Campus area located in a municipality that meets **both** of the following criteria:
 - i. The applicant is required to obtain a permit under subchapter I. of ch. NR 216; **and**
 - ii. The municipality is located either in a priority watershed or lake area identified under s. 281.65, Wis. Stats., or in an area of concern as identified by the International Joint Commission under the Great Lakes Water Quality Agreement.
- 3. Project will be completed within 24 months of the start of the grant period.
- 4. Staff and contractors designated to work on this project have adequate training, knowledge, and experience to implement the proposed project.
- 5. Staff or contractual services, in addition to those funded by this grant, will be provided if needed.
- 6. Best management practices constructed under this grant are consistent with non-agricultural performance standards under NR 151 (see [Attachments C & D](#)).
- 7. The applicant will provide an operation and maintenance plan for the installed BMP with the final report.
- 8. The local DNR Nonpoint Source Coordinator has been contacted and the project was discussed. See [Nonpoint Source contacts](#).

Name of the Nonpoint Source Coordinator Contacted	Date Contacted	Subject of Discussion
Mike Gilbertson	03/02/2016	Discussed the scope and goals for the detention basin project.

- 9. Construction Ordinance: Local regulations are in place to administer and enforce construction erosion controls in the governmental unit consistent with the non-agricultural performance standards in s. NR 151.11.
- 10. Post-Construction Ordinance: Local regulations are in place to administer and enforce post-construction runoff from areas of new development and re-development in the governmental unit consistent with the non-agricultural performance standards in s. NR 151.12.
- 11. Navigable Waters Determination: If this project will install an urban storm water treatment practice, the applicant has determined that the practice will not be located in any intermittent or perennial waterway, based on consulting the **Surface Water Layer Theme** of the DNR's [Surface Water Data Viewer](#).
- 12. Wetlands Determination: If this project will install an urban storm water treatment practice, the applicant has determined that the practice will not be located in any wetland, based on consulting the [Wetlands & Wetland Indicators Layer Theme](#) of the DNR's Surface Water Data Viewer.

If statement 12 is **not TRUE**, check box a. or b. that applies:

- a. There is a potential for wetland presence. A wetland determination or delineation will be completed by a qualified person in accordance with the DNR "[Wetland Screening and Delineation Procedures Guidance](#)". It must show the BMP will not encroach upon a wetland. A copy of the wetland delineation must be provided to DNR.
- b. There is a potential for wetland presence. A wetland determination or delineation has been completed and shows the BMP will not encroach upon wetland. Provide the name, e-mail and phone number of the wetland delineator. Provide a copy of the wetland delineation with this application.

Name:	Email:	Phone Number:
-------	--------	---------------

- 13. This is a proposed urban project which requires that the applicant have control of the property. If true, please check the applicable statement below:
 - a. The applicant is stating that it currently owns the property or has control of the property through an easement or a construction and maintenance agreement.
 - b. The applicant has attached documentation to this application that states that the current owner of the property is willing to enter into a construction and maintenance agreement with the grant applicant prior to the award of the grant.
 - c. The applicant proposes purchasing the property (fee title) or an interest in the property (easement), and the applicant has attached documentation (e.g., option to purchase or offer to purchase) that the sale will be completed prior to the award of the grant.
- 14. This application is a joint application among local units of government **and** a DRAFT Inter-Governmental Agreement is attached (see [Attachment I](#)).
- 15. The applicant currently has existing Runoff Management grant(s), and the applicant hereby certifies that all such grant projects shall be completed within the applicable grant period for each.

C. Best Management Practices (BMPs) and Associated Activities For Which Funding Is Requested

Check all that apply. Eligible BMPs must be consistent with available [storm water post-construction technical standards](#). The associated technical standard number is in parentheses. See [Attachment C](#) for additional BMP information.

Note: Storm water treatment practices on navigable waters or in wetlands are *not* eligible for funding under this program.

Eligible BMPs

- Wet Detention Pond (1001)
- Bioretention for Infiltration (1004)
- Infiltration Basin (1003)
- Infiltration Trench (1007)
- Vegetated Infiltration Swale (1005)
- Permeable Pavement (1008; costs can be shared at 50% of the incremental difference between the cost of conventional pavements and the permeable pavement)
- Proprietary Storm Water Sedimentation Devices (1006)
- Non-Proprietary Storm Water Sedimentation Devices (e.g., catch basins, settling tanks or vaults with minimum 3.0-foot sump and modeled per tech. std. 1006)
- Shoreline Habitat Restoration for Developed Area (NR 154.04(29))
- Streambank and Shoreline Protection (NR 154.04(31))

Ancillary activities: The following activities are eligible for cost sharing, provided they are necessary to implement the BMP(s) requested under this grant application.

- Grassed Swale (see tech. stds. 1004 and 1005)
- Vegetated Filter Strip (see tech. stds. 1004 and 1005)
- Storm Sewer Rerouting (to direct storm water to new BMP)
- Structure Removal (necessary to install BMP)
- Groundwater Monitoring Well Installation (if required by DNR)

Other costs eligible under this grant:

- Engineering for BMP(s) above
- Land Acquisition for installation of BMP(s) above

Project Name:
Business Park Armory Detention Basin

**UNPS&SW Program - Construction Grant
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- Accelerated or High-Efficiency Street Sweeper (costs can be shared at 50% of the incremental difference between the cost of a new mechanical broom sweeper and the high-efficiency sweeper)

Part II. Competitive Elements

Question 1. Fiscal Accountability

A. Timeline and Source of Staff For each applicable milestone listed below, fill in the appropriate data:

Milestone	Target Completion Date (month/year)	Source(s) of Staff
Completion of design	04/2017	Strand Associates
Obtaining required permits	06/2017	Strand Associates, DNR
Landowner contacts		N/A
Bidding	07/2017	Strand Associates, City Staff
DNR approvals	07/2017	City Staff, Contractor
Contract signing	07/2017	City Staff, Contractor
BMP construction	08/2017	Contractor
Site inspection and certification	11/2017	Strand Associates, City Staff
Project evaluation	01/2018	Strand Associates, City Staff
Purchase street sweeper		N/A
Other (specify)		

B. Financial Budget Table Provide a detailed budget in this table for each of the proposed BMPs and ancillary activities checked in Part I.C. Enter costs for associated Engineering Services (design, construction management and inspection) and Land Acquisition under Project Subtotals. The state share may not exceed 50% of eligible costs. The grant amount is capped at \$150,000 for the installation of eligible BMPs and at \$50,000 for land acquisition.

A Enter detailed construction components for each BMP and ancillary activity checked in Part I.C. for which DNR funding is requested.	B Estimated Total Cost (\$)	C Amount Eligible for DNR Cost Sharing (\$)
Common Excavation	170,000	170,000
Dewatering	6,000	6,000
Clay Liner	30,000	30,000
Flow Diversion Structure	10,000	10,000
Outlet Control Structure	6,000	6,000
Low Flow Inlet Piping	100,000	100,000
Rip Rap Apron	4,500	4,500
Temporary Erosion Control Matting	10,500	10,500
Permanent Erosion Control Matting	6,000	6,000
Detention Basin Turf Restoration	25,000	25,000
Erosion Control	4,000	4,000
Project Subtotals		
1. Construction Subtotal	372,000	372,000
2. Engineering Services	44,500	44,500
3. Construction and Engineering Subtotal (add Rows 1 and 2)	416,500	416,500
4. Land Acquisition (Fee Title and Easement)		
Project Grand Total	416,500	416,500

Cost Sharing Worksheet

Eligible Costs:

	Prorate %	Cost-Share %	
5. Construction and Engineering (Row 3 C * Prorate % * 50%)	100 %	50 %	\$ 208,250
6. Land Acquisition (Fee Title or Easement) (Row 4 C * Prorate% * 50%)	100 %	50 %	\$

Cap Test:

7. Construction and Engineering (Row 5 or \$150,000, whichever is less)	\$	150,000
8. Land Acquisition (Row 6 or \$50,000, whichever is less)	\$	

9. Maximum State Share (sum of Rows 7 + 8)	\$	150,000
State and Local Share:		
10. Requested State-Share Amount (enter requested grant amount)	\$	150,000
11. Local-Share Amount (Column B Project Grand Total, less Row 10)]	\$	266,500

Identify the Local-Share Funding Source(s)

The local share of the detention basin cost will be funded by revenue generated from the Stormwater Utility.

C. Use of Additional Funding

- Check this box if the following condition is met: The requested state-share amount in row 10 is below the maximum allowable state share in row 9.

D. Method Used to Calculate Cost Estimates Check the method used to establish or estimate project costs. Provide design, bid, estimate documentation, as applicable, for a score here.

- 1. Project costs are based on completed design and lowest competitive bid on the project. Construction components and costs in budget table should be detailed. Provide documentation attached to this application.
- 2. Project costs are based on completed design with materials and labor costs based on similar, recently bid projects. Construction components and costs in budget table should be detailed. Provide documentation in this application.
- 3. Project design is not complete; however, the proposed project and costs are based on similar and recent projects and costs. Provide as much construction and cost detail in budget table as possible. Provide documentation for this method in this application.
- 4. Project design is not complete and the cost estimate is based on an average or a range of projects and costs. Provide as much construction and cost detail in the budget table as possible. Provide documentation for this method in this application.
- 5. Project and costs are less specific than choices above. Provide an explanation for cost estimates attached to this application.

E. Cost-Effectiveness Provide answers to Parts E.1. and E.2. Answering Part E.3. is optional.

1. Describe the cost-effectiveness of the proposed project based on the following factors.

A. Describe the drainage area land use(s).

The drainage area consists mainly of industrial and commercial landuses with smaller amounts of institutional and medium density residential landuses.

B. Estimate project drainage area	39	acres
C. Estimate percent impervious within drainage area from aerial photos or other means.	50	%
D. Estimate pollutant load from impervious area within drainage area. Assume each acre of imperviousness generates 600 lbs/acre/year pollutant load Pollutant Load = B (acres) x C(as decimal) x 600 lbs/acre/year	11,841	lbs/year
E. Estimate pollutant removal efficiency of proposed project.	81	%
F. Estimate construction cost of the project. (Cell C1 of Question 1.B.)	\$ 372,000	
G. Estimate cost-effectiveness of project (\$ per lb. of pollutant removed per year). Cost-effectiveness = F(\$)/ (E(as decimal) x D(lbs/yr))	\$ 38.79	lbs/year

2. Describe other factors not listed above, such as site feasibility, practicality and environmental benefits that justify why the proposed management measure was selected for this site.

The proposed wet detention basin will effectively remove stormwater borne pollutants from a highly urbanized portion of the City, resulting in improved water quality to receiving waterbodies and improved habitat. The upstream land uses include residential, institutional, commercial, and industrial.

3. If one or more alternative management measures were evaluated, describe why the measures are not being recommended.

The City of Whitewater Stormwater Management Plan and subsequent Water Quality Modeling Update evaluated approximately 16 individual BMP's plus source controls to meet 2008 and 2013 TSS Reduction Goals. The detention

basins identified in the plan were found to be one of the most most cost-effective means of meeting TSS reduction goals in the City.

Question 2. Project Evaluation Strategy

A. Modeling and Measures of Change

The applicant *must* agree to provide modeled results in the final project report submitted for the project and will provide their modeling and analysis to the storm water permit specialist responsible for their community. The project evaluation strategy will be based on comparing pre- and post-project changes in modeled pollutant loading to water resources or will be based on the quantity of units managed.

Check all that apply in the table below.

	Priority for Developed Urban Area	Units of Measure	Recommended Measurement Method
<input checked="" type="checkbox"/>	Reduction in Total Suspended Solids (TSS)	Pounds TSS reduced	SLAMM, P-8
		% TSS reduction	
<input checked="" type="checkbox"/>	Reduction in Phosphorus	Pounds Phosphorus reduced	SLAMM, P-8
<input type="checkbox"/>	Shoreline/Streambank Protection	Tons of shore/bank erosion reduced	NRCS bank erosion formula
		Feet of shore/bank protected	Count
<input type="checkbox"/>	Other (specify)		

B. Water Quality Monitoring (not eligible for cost sharing at this time)

If, in addition to the above, the project evaluation strategy includes evaluating BMP effectiveness and/or pre- and post-project water resource monitoring, and the information will be provided to DNR in the final project report, check all that apply below.

- 1. A one-page summary of the monitoring strategy is attached.
- 2. The project will evaluate the in-stream physical habitat, fisheries, biological, or chemical conditions.
- 3. The project will evaluate BMP pollution reduction effectiveness (e.g. inlet/outlet monitoring).
- 4. The applicant is willing to participate with the Department to do monitoring in the project area should funding become available.

Question 3. Water Quality Needs (check one, A through G)

The project must be consistent with at least one of the following seven watershed priorities. Check the **one** water quality category which best identifies the water quality need(s) which the project **directly deals** with: (check **only one**)

Note: For border waters where a State of the Basin Report does not exist, another governmental document acceptable to the Regional Nonpoint Source Coordinator may be used to identify the water quality need.

Surface Water Considerations

- A. Clean Water Act section 303(d) List of Impaired Waters**
A water body (lake or stream) on the latest Clean Water Act (CWA) section 303(d) List of Impaired Waters, where the cause of the water quality impairment is nonpoint source pollution **and this project** will reduce the type of nonpoint source pollutants for which the water is listed. (See [Attachment A](#))
Name of Applicable Impaired Water:
Rock River
Name of Pollutant Causing Impairment:
Total Phosphorus, Sediment/Total Suspended Solids
- B. Outstanding or Exceptional Resource Waters or Other Areas of Special Natural Resource Interest**
Prevention of degradation due to nonpoint sources of outstanding resource waters (ORW) (per s. NR 102.10) or exceptional resource waters (ERW) (per s. NR 102.11) or other areas of special natural resource interest (ASNRI).
To locate ORW/ERW and other ASNRI's see [Attachment A](#) and go to DNR's Surface Water Data Viewer. Go to the [Designated Waters Layer Theme](#) from the Surface Water layer.
Name of Applicable ORW/ERW or ASNRI:
- C. Not Fully Supporting Uses or NPS Ranking of High or Medium**

A water body (lake or stream) identified in a DNR-approved Basin/Watershed Plan as not supporting designated uses due to nonpoint sources, but is not on the section 303(d) List. In newer plans, these waters are categorized as "supporting" (as opposed to "fully supporting") designated uses; in plans prior to 2010 they were labeled as "partially meeting" designated uses. Or, the project is located in watershed, lake watershed, or other area ranked high or medium on the NPS Rankings List, where the goals of the project are directly associated with the reason for the ranking on the NPS Rankings List.

- D. Surface Water Quality**
Prevention of surface water quality degradation due to nonpoint sources.

Groundwater Considerations For assistance with this section, please consult the DNR District [Drinking Water and Groundwater Specialist](#) or the County Extension office.

- E. Exceeds Groundwater Enforcement Standard**
Groundwater within the project area where representative information indicates there are levels for NPS contaminants that exceed groundwater enforcement standards.
- F. Exceeds Groundwater Preventive Action Limit**
Groundwater within the project area where representative information indicates there are levels for NPS contaminants that exceed groundwater preventive action limits.
- G. Groundwater Quality**
The project area is within a geological area defined in s. NR 151.015(18) as susceptible to groundwater contamination. (See [Attachment G](#))

Drinking Water Bonus Points

- Yes Check this box if the project water quality goals identified above relate to the reduction of nonpoint source contaminants in community or non-community public drinking water supplies. This includes municipal water supplies governed by chs. NR 809 and 811; other-than-municipal (OTM) water supplies governed by chs. NR 809 & 811; non-transient water supplies governed by chs. NR 809 and 812; and transient water supplies governed by chs. NR 809 and 812.
1. If your project will reduce nonpoint source contaminants in community or non-community public drinking water supplies and you checked box E, F, or G in the "Groundwater Considerations" section above, please choose a, b or c below and move on to Question 5. (You will need assistance from the local DNR [Nonpoint Source Grant Coordinator](#) or [Drinking Water and Groundwater Specialist](#) to answer.)
- a. Check this box if the project is located: within the wellhead protection area of a municipal well, or within 1,200 feet of a municipal well for which a wellhead protection area is not delineated, or within 1,200 feet of an OTM water supply well, or within 1,200 feet of a transient water supply well.
- b. Check this box if the project is located within 200 feet of transient water supply well.
- c. Check this box if **neither** a nor b applies
2. If your project will reduce nonpoint source contaminants in community or non-community public drinking water supplies and you checked box A, B, C, or D in the "Surface Water Considerations" section above, please place a check mark next to the drainage area where the project is located:(See [Attachment E](#))

- | | |
|---|---|
| <input type="checkbox"/> Pike River and Creek | <input type="checkbox"/> Twin Rivers |
| <input type="checkbox"/> Root River | <input type="checkbox"/> Kewaunee and Ahnapee Rivers |
| <input type="checkbox"/> Oak Creek | <input type="checkbox"/> Menominee River |
| <input type="checkbox"/> Milwaukee River | <input type="checkbox"/> Fish Creek |
| <input type="checkbox"/> Sauk Creek | <input type="checkbox"/> St. Louis and Nemadji Rivers |
| <input type="checkbox"/> Sheboygan and Onion Rivers | <input type="checkbox"/> Lake Winnebago |
| <input type="checkbox"/> Manitowoc River | |

Question 4. Extent of Pollutant Control

Check A., B., or C. to identify the pollutant control goal of the proposed project. Provide requested information for a score here.

A. Ch. NR 151 Performance Standard for Total Suspended Solids

- The project will make progress toward achieving compliance with the 20 percent reduction in total suspended solids (TSS) performance standard in NR 151.13(2)(b)1. to reduce TSS carried in storm water runoff from existing developed urban areas to waters of the state, as required under municipal separate storm sewer system (MS4) permit issued pursuant to NR 216. (Note: This does not include streambank or shoreline restoration.)
- If checked, provide the information that demonstrates the 20% reduction in TSS is not currently being achieved.

B. Total Maximum Daily Load Allocations

- The project will make progress toward achieving compliance with the storm water wasteload allocation or meeting the storm water load allocation in an EPA-approved TMDL to reduce pollutant(s) of concern carried in storm water runoff from existing developed urban areas to waters of the state. (Notes: Check only if reduction in storm water allocation is assigned in the TDML. This does not include streambank or shoreline restoration.)

If checked, describe how the project will reduce the pollutant(s) of concern in storm water runoff.

Implementation of structural stormwater BMP's, such as the proposed wet detention basin, is an effective means of reducing the discharge of nonpoint source pollutants to area waterways.

C. Other Water Resources Management Priority

- The project addresses a water resources management priority other than the NR 151 performance standard in part A. or the TMDL requirements in part B., above.

If checked, describe the priority and how the project addresses this priority.

D. Planning Data And Source Targeting

- Check this box if the applicant has quantitative planning information that ranks pollution sources from highest to lowest in severity *and* the proposed project will manage a pollution source contained in the top 50% of the ranked list. If "Yes," provide the following information:

1. Summary of the targeting analysis that justifies the proposed project and provides the project's ranking from that analysis.

As part of the City's 2008 Stormwater Management Plan and subsequent update in 2011, a BMP alternatives analysis was performed to determine which potential BMP projects ranked the highest in terms of TSS reduction and cost. The Business Park Armory detention basin project was one of the highest ranking BMP projects in the alternatives analysis, both in terms of TSS reduction and cost per TSS removed.

2. Name of document(s):

Water Quality Modeling Updates

3. Date(s) published:

March 16, 2011

4. Pertinent page number(s):

Pages 8-9, 13 in the Water Quality Modeling Update

5. A copy of non-state department document(s) is available (check all that apply):

At this website:

Attached to this application.

Question 5. Evidence of Local Support

For A. and B., check the applicable situation that exists at the time of application. Provide evidence of the budget and the public outreach with this application.

A. Budget

- 1. Adopted Budget: The municipal governing body or utility board has included the Local Share cost of this project within the municipal operating budget or utility district budget.
- 2. Capital Budget: The municipality or utility has included this project's anticipated costs within its adopted Capital Improvement Plan.
- 3. Proposed Budget: The Public Works Department has or will include the costs for this project within its preliminary budget proposal to be submitted to committee.
- Evidence of the budget situation must be included with this application to receive points for this question.

B. Public Information

- 1. The applicant has already conducted public outreach activities about the proposed project with property owners in the immediate project area.
- 2. This project has been discussed at a governmental meeting open to the public.
- Evidence of the public outreach related to this project must be included with this application to receive points for this question.

Question 6. Consistency with Local Resource Management Plans

- Check this box if the proposed project implements a **water quality** recommendation from a locally approved resource management plan. Examples include Smart Growth plans, Green Tier Legacy Community plans, Water Star plans, local Storm Water Management plans, wellhead protection, lake management, regional water quality plans, Remedial Action plans and other watershed-based nonpoint source control plans.

(This question does not include a TMDL report, TMDL implementation plan, or County Land and Water Resource Management Plan.)

If checked, cite the name and date(s) of publication of the document and pertinent page numbers. Provide URL or attach pertinent pages. Summarize the water quality recommendation(s) and describe how it relates to the goals of this proposed project.

Water Quality Modeling Updates, March 16, 2011, Pages 9-13. As part of the City's 2008 Stormwater Management Plan and subsequent update in 2011, a BMP alternatives analysis was performed to determine which potential BMP projects ranked the highest in terms of TSS reduction and cost. The Business Park Armory detention basin project was one of the highest ranking BMP projects in the alternatives analysis, both in terms of TSS reduction and cost per TSS removed.

Question 7. Supporting Regulations

Check all that apply to this project and provide the information required in the narrative space below. Refer to the instructions.

A. Developed Urban Area Ordinances

- The project is located within an area which has one or more regulations that implement the non-agricultural performance standards for developed urban areas under s. NR 151.13.

B. New Development Area Ordinances

- The project is located within an area which has other regulations designed to reduce the impact on water quality from new development other than construction site erosion control or a storm water ordinance.

Describe the regulations indicated in A. and/or B. above in relation to the goals of this project. Regulations description and website address of regulations (or attached copy) required for scores here.

The City of Whitewater has implemented a nutrient management program and has adopted an illicit discharge detection ordinance that facilitates the identification and elimination of non-point source pollution.

Question 8. City of Racine

- Check this box if this is an application from the City of Racine for a project that is necessary for the city to comply with state storm water permitting requirements.

Part III. Eligibility for Multipliers

Completion of this part of the application is optional. However, an applicant can increase the final project score by qualifying for a project multiplier.

Local Implementation Program

Yes N/A

- A. The applicant governmental unit is implementing a pollution prevention information and education program targeted for property owners and other residents.
- B. The applicant governmental unit is implementing a nutrient management plan for municipally-owned properties of at least five acres of pervious area where nutrients are applied
- C. The applicant governmental unit is implementing a tracking of storm water permitting activity (construction and post-construction) in the governmental unit and can make summary information available to the DNR upon request.

Optional Additional Information

Carefully review your answers to all of the questions above. Is there additional information that will add to the department's understanding of this project? If so, describe here.

Please use this page to write any constructive comment(s) you might have to improve this application.
Thank you.

APPENDIX A
ENVIRONMENTAL HAZARDS ASSESSMENT

Instructions: Tab to each section

Notice: This form must be completed and approved by the DNR before grant funds can be expended for land acquisition. Please complete all sections. Use additional page if necessary. Collection of this information is authorized under ss. 23.0915 - 23.0917, Wis. Stats. Failure to provide this information may result in denial or repayment of grant awards. Personal information collected on this form will be used for management of DNR programs and grants. Information may be made available to requesters under Wisconsin's Open Records laws (ss. 19.31-19.39, Wis. Stats.).

1. General Information

Applicant Name City of Whitewater		Project / Parcel Business Park Armory Detention Basin / 206		County Walworth	
Property Owner Name City of Whitewater		Property Street Address North Prospect Drive			
Close / Intersecting Roads SW corner of Endeavor Drive and Prospect Drive					
Legal Description:	¼ / ¼ SW	¼ SW	Section(s) 34	Township 5	Range N 15E

2. Environmental Condition Statement of Property

Complete the checklist to the best of your knowledge through inspection of the site. Indicate if any of the following conditions currently exist on site:

With your mouse, click on yes or no

Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Known spills, release of chemicals, hazardous substances or fuels
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dumps, debris piles, stockpiles of waste, containers, barrels or drums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sludge
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Discolored or odorous soil
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Areas of stressed vegetation, absence of vegetation, areas previously burned
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unusual or noxious odors
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Discolored, polluted, foul water (in standing water, wells, or wetlands)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is an existing well located on site? If yes, where is it located? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Old pipes, electrical equipment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unusual or irregular depressions or mounds on surface
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other evidence of possible contamination – If yes, describe: _____

If the answer to any question above is yes:

- Attach description or explanation and site map showing location of item(s) checked.
- The property may require a Phase I or further investigation/inspection. Talk to your regional grant specialist listed in the application form.

3. Land Use History

A. Current Uses of the Property:

Industrial Commercial Agriculture Orchards Railroads and Railroad Spurs Landfills

Other – Explain: _____

B. Historical Uses of the Property (for the past 20 years):

Industrial Commercial Agriculture Orchards Railroads and Railroad Spurs

Suspected Former Landfills Other – Explain: _____

C. To the best of your knowledge does the property have evidence of the following?

Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has the site been used for the storage or warehousing of commercial or industrial materials?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there areas with a history or likelihood of underground storage tanks?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there monitoring wells on site?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is there any history of contamination on the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is there any history of contamination on any adjacent properties?

If you checked any boxes in Sections 3A or 3B above, or answered yes to any question in Section 3C, the property may require a Phase I or further investigation/inspection. Talk to your regional grant specialist listed in the application form.

4. Site Investigation Documentation

Has a Phase I or Phase II Site Investigation been completed on the property? Yes No

If yes, attach a copy of the conclusions.

5. Certification

I hereby certify that I have inspected the property and contacted the current owner regarding environmental contamination. The information provided is a full disclosure of my findings and is true and complete to the best of my knowledge.

Printed Name of Preparer Tom Hagie	Title Project Engineer
Signature of Preparer	Date Signed

If you are submitting this form as a condition of a Nonpoint Targeted Runoff Management or Nonpoint Urban Storm Water–Construction grant, please also indicate the following:

Printed Name of Authorized Representative Cameron Clapper	Title City Manager
Signature of Authorized Representative	Date Signed

Leave Blank – DNR Use Only

6. Search of DNR Records

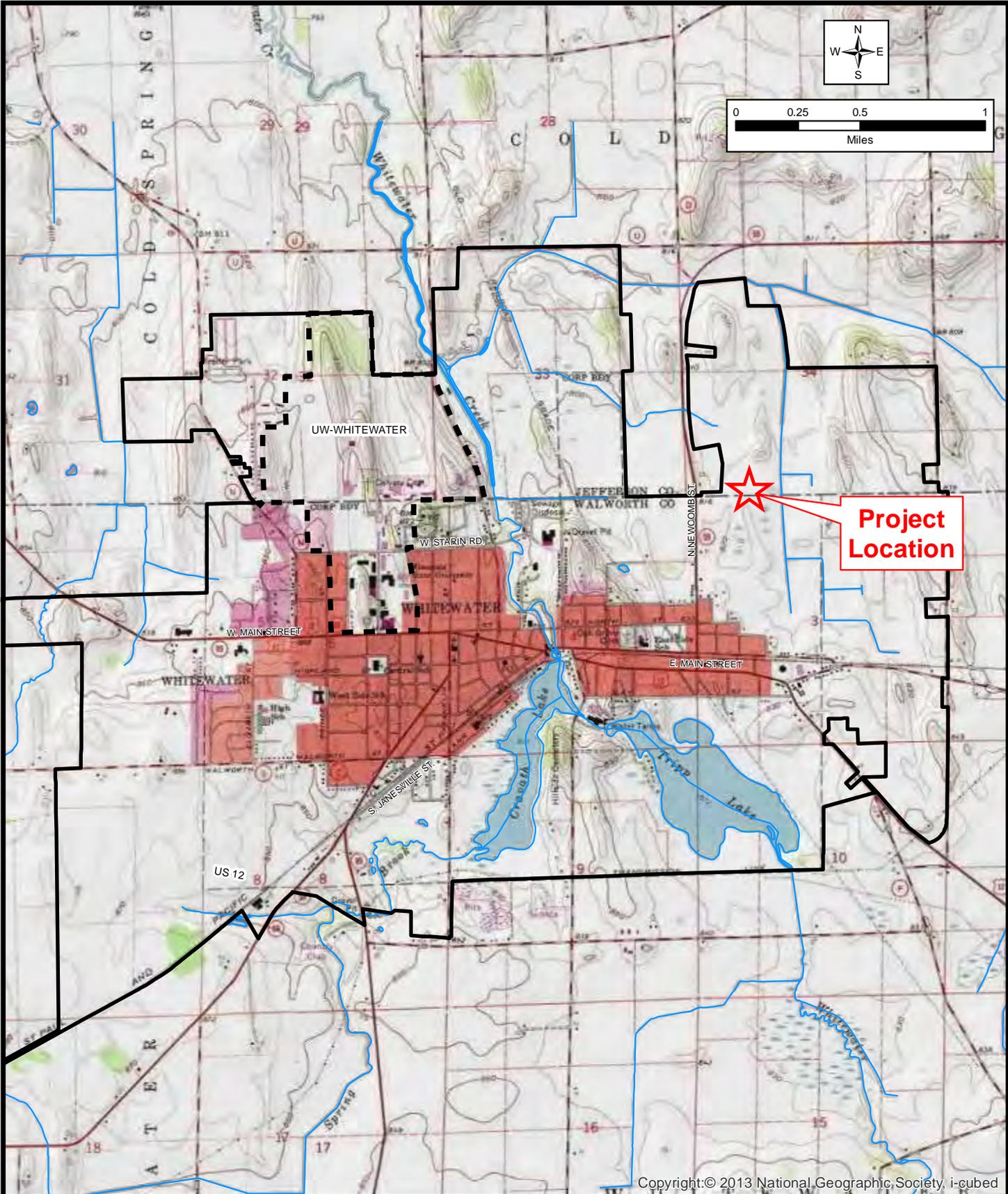
- A. Does the property appear on the most recent version of the Bureau of Remediation and Redevelopment Tracking System (BRRTS)? Yes No
 If Yes, Site Name: _____ BRRTS Activity #: _____
- B. Does the property appear on the most recent version of the DNR Registry of Waste Disposal Sites in Wisconsin? Yes No
 If Yes, Site Name: _____
- C. Does the property appear on the most recent version of the Solid and Hazardous Waste Information Management System (SHWIMS)? Yes No
 If Yes, Site Name: _____

7. Conclusions

- Based on the information available in DNR's Regional files at this time, no additional investigation recommended.
- Further Investigation Needed; Consult with Region R&R Program for Recommendation

Printed Name of DNR Reviewer	Title
Signature of DNR Reviewer	Date Signed

**APPENDIX B
USGS PROJECT MAP**



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PROJECT LOCATION MAP
 BUSINESS PARK ARMORY DETENTION BASIN

UNPS CONSTRUCTION GRANT APPLICATION
 CITY OF WHITEWATER
 WALWORTH COUNTY, WISCONSIN

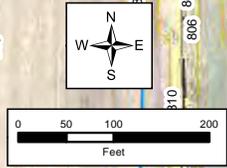
04/02/16



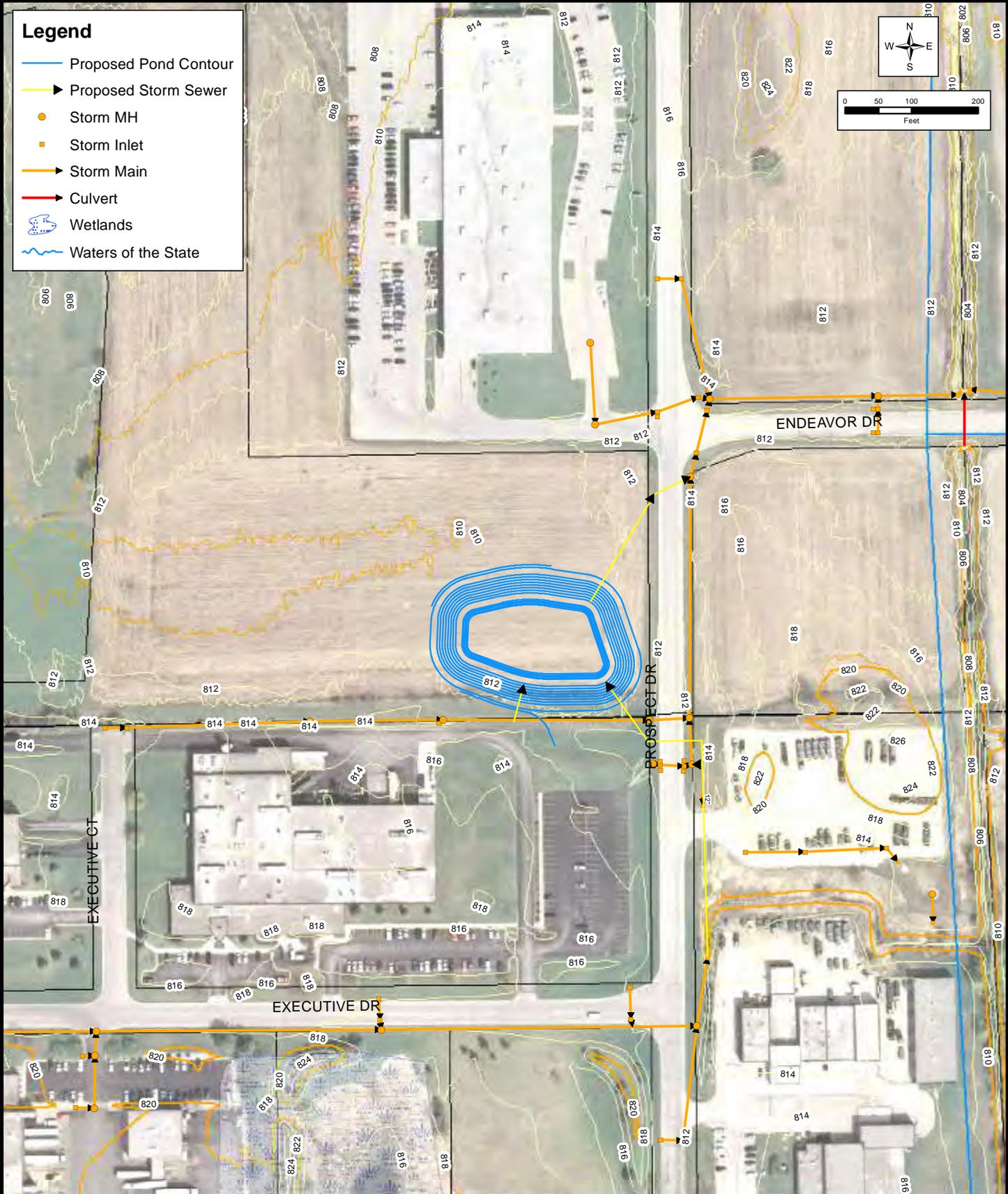
**APPENDIX C
AERIAL PROJECT MAP**

Legend

-  Proposed Pond Contour
-  Proposed Storm Sewer
-  Storm MH
-  Storm Inlet
-  Storm Main
-  Culvert
-  Wetlands
-  Waters of the State



0 50 100 200
Feet



BUSINESS PARK ARMORY DETENTION BASIN

UNPS CONSTRUCTION GRANT APPLICATION
 CITY OF WHITEWATER
 WALWORTH COUNTY, WISCONSIN

04/02/16



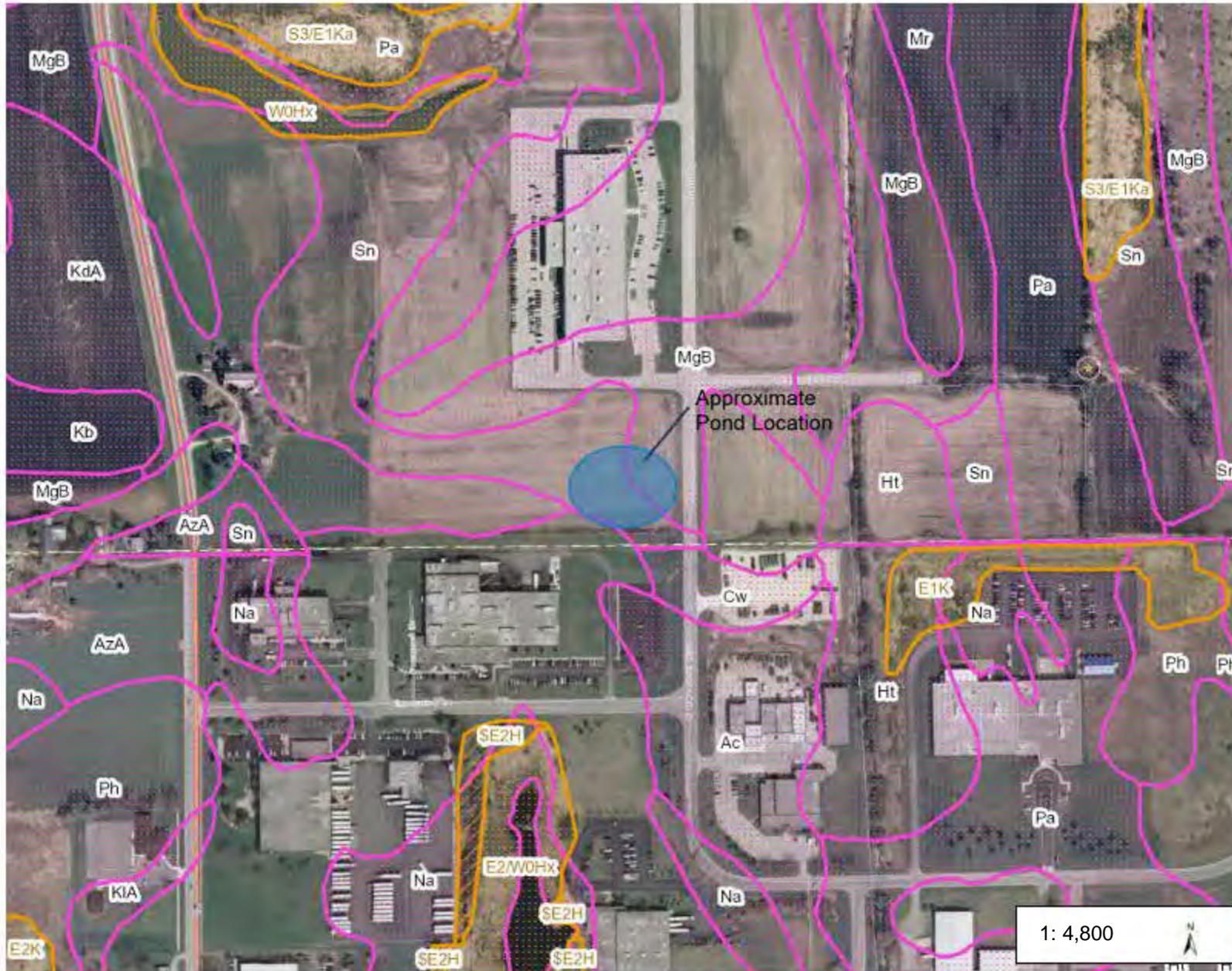
ATTACHMENT C
 14 of 246 7.701

**APPENDIX D
PROJECT PHOTOS**

**APPENDIX E
WETLAND INFORMATION**



Armory Pond - Wetland Indicators Mapping



Legend

- Wetland Class Points**
 - Dammed pond
 - Excavated pond
 - Filled excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
- Filled Points**
- Wetland Class Areas**
 - Wetland
 - Upland
- Filled Areas**
- NRCS Wetspots
- Wetland Indicators
- Rivers and Streams
- Open Water

Notes

WDNR Surface Water Data Viewer

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DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/org/legal/>

APPENDIX F
PROPERTY OWNERSHIP INFORMATION

Property Ownership Information - Business Park Armory Detention Basin, City of Whitewater

The Business Park Armory detention basin is planned to be constructed on a 40 acre parcel currently owned and maintained by the City of Whitewater within the Whitewater Buisness Park, located at the northeast side of the City. The primary goal of the detention basin is to remove sediment and prevent other pollutants from entering receiving water bodies as a result of stormwater runoff.

Other parcel data is as follows:

Legal Description: LOT 1, CSM 3497-15-286. EX CSM 3499-15-290. SUBJ TO ESMT. EX ENTERPRISE BLVD, PROSPECT DR & ENDEAVOR DR. EX CSM 3845-18-151. EX CSM 4045-19-288. EX CSM 4343-21- 287. EX CSM 4346-21-294. EX COM SW/S/C, N88DG59'E 262.62 FT TO POB, N01DG27'W 66FT, N88DG59'E 415FT, N03DG12'E 50.16FT, N88DG59'E 136.73FT, S01DGE 116.03FT, S88DG59'W 554.91FT TO POB.

Town, Range, Section, Q-Q Section: 05-15-34-32

Parcel Number(s): 292-0515-3432-000

Current Parcel Owner: City of Whitewater

APPENDIX G
SUPPORTING PLANNING DATA

indicates that approximately 12,000 pounds of additional TSS can be captured with a wet detention basin in this location, resulting in a 2.4 percent increase to the citywide TSS reduction total. The opinion of probable cost for constructing this wet detention basin is \$194,000; however, land acquisition and the likelihood of encountering rock should be considered in the total cost of this wet detention basin.

C. West Main Street Wet Detention Basin (Appendix C, Figure 2)

On the west end of West Main Street, there are opportunities to provide a wet detention basin for subbasin GC-1, which is a 65-acre drainage area that is mostly comprised of commercial land use. In the past, a developer considered implementing a development near this location that could help determine the final location of the proposed wet detention basin, but nothing has moved forward with the development to date. Regardless, this area is a good location to capture approximately 14,000 pounds of additional TSS, resulting in a 3.0 percent increase to the citywide TSS reduction total. The opinion of probable cost for constructing this wet detention basin is \$169,000; however land acquisition will be required and would add to the cost of the BMP.

D. Carriage Drive Wet Detention Basin (Appendix C, Figure 3)

Another wet detention basin could be implemented west of Carriage Drive. This proposed wet detention basin could also be implemented into the same development as the West Main Street wet detention basin, but again, nothing has moved forward with the development plans. A wet detention basin west of Carriage Drive could treat both subbasin GC-5 and GC-6 and have the opportunity to capture approximately 12,000 pounds of additional TSS, which results in a 2.6 percent increase to the citywide TSS reduction total. There are indications of wetlands in this area, specifically before the proposed detention basin location. Further wetland delineations would be needed to determine whether or not the runoff from subbasins GC-5 and GC-6 would be able to enter a wet detention basin before entering the wetland. The opinion of probable cost for constructing this wet detention basin is \$239,000; however, land acquisition will be required and would add to the cost of the BMP.

E. Bloomington Acres Dry to Wet Detention Basin Retrofit (Appendix C, Figure 4)

The existing Bloomington Acres detention basin is a good example of an existing dry detention basin that could be retrofitted with a wet pool and converted to a wet detention basin. The additional TSS a wet detention basin would provide compared to the dry detention basin is approximately 4,000 pounds. This is lower than expected because of the residential land use it serves, which generally does not produce larger amounts of TSS. Nonetheless, this dry to wet detention basin retrofit would provide an additional 0.8 percent increase to the citywide TSS reduction total. No land acquisition is required to construct this wet detention basin retrofit, and the opinion of probable cost for constructing this BMP is \$70,000.

F. Business Park Armory Site Wet Detention Basin (Appendix C, Figure 5)

In the June 2008 *Stormwater Management Plan*, a wet detention basin was proposed along the north property line of the Business Park Armory site. Since that time, the Armory has expanded a parking lot and the opportunity to use the Armory site for a wet detention basin is not likely. However, the parcel northwest of the Armory remains undeveloped, is City-owned and could be a potential site for a wet

detention basin. This wet detention basin has the ability to capture approximately 11,000 pounds of TSS, providing a 2.4 percent increase to the citywide TSS reduction total. As previously stated, no land acquisition is required to construct this wet detention basin, and the opinion of probable cost for constructing this BMP is \$412,000.

G. Ann Street Wet Detention Basin (Appendix C, Figure 6)

A recent Southeast Wisconsin Regional Planning Commission (SEWRPC) wetland delineation determined the original layout of a wet detention basin south of Ann Street was within a wetland habitat. A revised location of this wet detention basin outside of the mapped wetlands indicates that approximately 21,000 pounds of additional TSS can be captured in this wet detention basin from the 200-acre CL-4 drainage area. This would increase the citywide TSS reduction total by 4.3 percent. Land acquisition would be required to construct this BMP, which would add to the opinion of probable cost for the wet detention basin estimated to be \$190,000.

H. James Street, Ann Street and Fremont Street Wet Detention Basin (Appendix C, Figure 7)

The property on the corner of James Street and Fremont Street (Ann Street to the south) is currently City-owned and could be the host of a wet detention basin that would capture approximately 5,000 pounds of additional TSS if the City were to construct a wet detention basin. This would increase the citywide TSS reduction total by 1.0 percent. The opinion of probable cost for constructing this wet detention basin is \$103,000; however, land acquisition will be required and would add to the cost of the BMP.

I. East Clay Street Wet Detention Basin (Appendix C, Figure 8)

A wet detention basin located between East Clay Street and Tripp Lake on City-owned property has the potential to capture approximately 5,000 pounds of additional TSS, which would increase the citywide TSS reduction total by 1.0 percent. The opinion of probable cost for constructing this wet detention basin is approximately \$96,000.

J. Waterfront Park Mechanical Device (Appendix C, Figure 9)

Implementing a mechanical treatment device upstream of the Waterfront Park outfall would provide a minimal impact citywide on the TSS reduction total. Assuming the mechanical device could provide a 35 percent TSS reduction for the 2-acre drainage area (CL-7), approximately 300 pounds of additional TSS would be captured. This would increase the citywide TSS reduction total by approximately 0.1 percent. The opinion of probable cost for installing a mechanical device is \$83,000.

K. East Main Street Wet Detention Basin (Appendix C, Figure 10)

Construction of a wet detention basin located north of East Main Street that would treat subbasin WC-55 has the potential to capture approximately 7,500 pounds of additional TSS. This would increase the citywide TSS total by approximately 1.6 percent. A few potential issues that could affect the feasibility of a wet detention basin at this location include whether or not the ditch that the storm sewer discharges to is considered navigable and whether or not wetlands exist near the proposed basin. The

TABLE 1

BMP SUMMARY

No.	Description	Drainage Basins	Baseline TSS (lbs)	Current (March 2011) Loading (lbs)	Current (March 2011) TSS Captured (lbs)	Proposed BMP	Loading with BMP (lbs)	% Reduction	Additional TSS Removed (lbs)	% Increase in Citywide Reduction	Estimated Annual Cost (\$)	Annual Cost per Pound Captured (\$/lbs)	Annual Cost per % Increase in Citywide Reduction (\$/%)	Comments
0	Existing Conditions (June 2008)	---	484,026	402,676	81,350	---	---	16.8%	---	---	---	---	---	June 2008 Conditions (Revisions in March 2011)
0	Corporate Drive Wet Detention Basin	WC-48	7,898	7,292	606	Wet Pond	1,817	77.0%	7,029	1.5%	---	---	---	Constructed in 2008; Serves existing & new development
		WC-49	2,396	2,104	291		551	77.0%						
0	Frawley Oil	WC-26	12,195	11,212	982	Mechanical Device	10,904	10.6%	308	0.1%	---	---	---	Redevelopment Site; (2) Stormceptor devices installed
0	Tratt Street Redevelopment	GC-5	7,965	7,528	437	Mechanical Device	7,487	6.0%	41	0.0%	---	---	---	Redevelopment Site; Baysaver device installed
0	Technology Park 'Pond C'	WC-54	10,049	9,472	577	Wet Pond	2,010	80.0%	7,462	1.5%	---	---	---	Constructed in 2010; Serves existing & new development
0	Walmart Wet Detention Basin	GC-7	4,945	4,945	0	Wet Pond	3,603	27.1%	1,342	0.3%	---	---	---	Redevelopment Site; Constructed in 2011
0	Current Conditions	---	484,026	386,494	97,532	---	386,494	20.2%	---	---	---	---	---	March 2011 Conditions
1	Mechanical Sweeping (Current)	---	484,026	386,494	97,532	Street Sweeping	386,494	20.2%	---	---	---	---	---	
2	Vacuum Sweeping (Current)	---	484,026	386,494	97,532	Street Sweeping	376,609	22.2%	9,885	2.0%	\$27,747	\$2.81	\$13,586	Purchase of a vacuum street sweeper necessary
3	Mechanical Sweeping (Monthly)	---	484,026	386,494	97,532	Street Sweeping	386,330	20.2%	165	0.0%	\$1,693	\$10.29	\$49,802	
4	Vacuum Sweeping (Monthly)	---	484,026	386,494	97,532	Street Sweeping	374,556	22.6%	11,939	2.5%	\$29,440	\$2.47	\$11,936	Purchase of a vacuum street sweeper necessary
5	Mechanical Sweeping (Weekly)	---	484,026	386,494	97,532	Street Sweeping	380,207	21.4%	6,287	1.3%	\$30,471	\$4.85	\$23,460	
6	Vacuum Sweeping (Weekly)	---	484,026	386,494	97,532	Street Sweeping	347,732	28.2%	38,762	8.0%	\$58,218	\$1.50	\$7,270	Purchase of a vacuum street sweeper necessary
7	Mound Meadows	GC-2	32,011	29,683	2,328	Wet Pond	18,002	43.8%	11,681	2.4%	\$24,476	\$2.10	\$10,142	Land acquisition required
8	DLK / Main St.	GC-1	24,414	22,353	2,060	Wet Pond	7,716	68.4%	14,637	3.0%	\$21,315	\$1.46	\$7,049	Land acquisition required
9	Carriage Lane	GC-5	7,965	7,487	478	Wet Pond	2,788	65.0%	12,370	2.6%	\$30,165	\$2.44	\$11,803	Land acquisition required
		GC-6	12,978	12,214	764		4,542	65.0%						
10	Bloomington Acres	GC-12	13,197	5,647	7,550	Wet Pond Retrofit	1,719	87.0%	3,928	0.8%	\$8,758	\$2.23	\$10,793	
11	Armory Site	WC-33.1	15,649	14,581	1,068	Wet Pond	2,931	81.3%	11,650	2.4%	\$51,952	\$4.46	\$21,585	
12	Ann St. (Medium)	CL-4	50,331	47,243	3,089	Wet Pond	26,568	47.2%	20,674	4.3%	\$23,998	\$1.16	\$5,618	Land acquisition required
13	James St. / Fremont St. / Ann St.	CL-3	9,598	8,785	813	Wet Pond	3,753	60.9%	5,032	1.0%	\$12,973	\$2.58	\$12,480	Land acquisition required
14	E. Clay St.	TL-2	9,506	8,733	773	Wet Pond	3,966	58.3%	4,767	1.0%	\$12,083	\$2.53	\$12,269	
15	Waterfront Park Stormceptor	CL-7	779	779	0	Mechanical Device	506	35.0%	273	0.1%	\$10,504	\$38.52	\$186,429	
16	E. Main St.	WC-55	10,653	9,665	988	Wet Pond	2,137	79.9%	7,529	1.6%	\$14,234	\$1.89	\$9,151	Land acquisition required
17	Chicago / East St.	WC-30	5,622	5,297	325	Wet Pond	1,951	65.3%	5,518	1.1%	\$9,702	\$1.76	\$8,511	Land acquisition required
		WC-31	3,592	3,419	173		1,247	65.3%						
18	E. Cravath St.	WC-26	12,195	10,904	1,290	Wet Pond	2,530	79.3%	8,374	1.7%	\$22,973	\$2.74	\$13,279	Land acquisition required
19	S. Janesville St.	SB-2	2,836	2,616	219	Wet Pond	1,237	56.4%	12,469	2.6%	\$24,574	\$1.97	\$9,539	Land acquisition required
		SB-3	21,209	20,343	866		9,254	56.4%						
20	North Street "Triangle"	WC-2	19,288	16,775	2,513	Wet Pond	9,958	48.4%	6,817	1.4%	\$22,789	\$3.34	\$16,181	
21	Starin Road Pond - Starin Park Site	WC-5	9,828	8,922	906	Wet Pond	3,680	62.6%	14,812	3.1%	\$26,403	\$1.78	\$8,628	
		WC-60	3,663	3,441	221		1,371	62.6%						
		WC-61	12,055	11,453	602		4,513	62.6%						
		WC-65	895	895	0		335	62.6%						
22	Starin Road Pond - Fairhaven Site	WC-5	9,828	8,922	906	Wet Pond	5,942	39.5%	8,725	1.8%	\$9,607	\$1.10	\$5,329	Land acquisition required
		WC-60	3,663	3,441	221		2,214	39.5%						
		WC-61	12,055	11,453	602		7,289	39.5%						
		WC-65	895	895	0		541	39.5%						

**APPENDIX H
AUTHORIZING RESOLUTION**

URBAN NONPOINT SOURCE GRANT PROGRAM

RESOLUTION NO: [REDACTED]

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 stormwater detention facilities located at southwest of the Endeavor Drive and Prospect Drive intersection, north of East Cravath Street, and north of the South Janesville Street (Hwy 89) and Harper Street intersection.

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 interim and final reports to the Department which describes all Urban Nonpoint Source project activities, achievements and data collected, and documentation of the project costs.

IT IS THEREFORE RESOLVED THAT:

The Whitewater City 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 this day _____ of _____, 2016

By a vote of: _____ in favor, _____ against, and _____ abstain

BY: _____, Clerk of the City of Whitewater

APPENDIX I
LETTER OF SUPPORT - ROCK RIVER COALITION

APPENDIX J
LETTER OF SUPPORT - WALWORTH COUNTY

**APPENDIX K
GRANT APPLICATION SCORING**

GRANT APPLICATION SCORING

Project Name Business Park Armory Detention Basin
Government Unit Applying City of Whitewater

Part II-Competitive Elements

	Maximum	Score	Notes
Question 1: Financial Accountability			
Part 1.A: Timeline and Source of Staff	5	5	
Part 1.B: Financial Budget Table	10	10	
Part 1.C: Use of Additional Funding	10	0	
Part 1.D: Method(s) Used to Calculate Cost Estimate	5	4	
Part 1.E: Cost-Effectiveness	15	15	
<i>Question 1. Subtotal</i>	45	34	
Question 2: Project Evaluation Strategy			
Part A: Modeling and Measures of Change	2	2	
Part B.1: Monitoring Strategy Summary	2	0	
Part B.2: In-Stream Conditions Evaluation	3	0	
Part B.3: BMP Effectiveness Evaluation	3	0	
Part B.4: Monitoring Participation	0	0	
<i>Question 2. Subtotal</i>	10	2	
Question 3: Water Quality Need			
Part 3.A: Water Quality Need Category	30	30	
Part 3.B: Public Drinking Water Supply Bonus	7	0	
<i>Question 3. Subtotal</i>	37	30	
Question 4. Extent of Pollutant Control			
Part A-C: Water Resources Management Priority	30	15	
Part D: Implements Planning Data	10	10	
<i>Question 4. Subtotal</i>	40	25	
Question 5. Evidence of Local Support			
Part A: Budget	6	4	
Part B: Public Information	4	4	
<i>Question 5. Subtotal</i>	10	8	
Question 6. Consistency w/ Resource Management Plans			
	2	2	
Question 7. Supporting Regulations			
Part A: Developed Urban Area Ordinances	3	3	
Part B: New Development Area Ordinances	3	3	
<i>Question 7. Subtotal</i>	6	6	
Question 8. City of Racine			
	1	0	
Part II Total		151	107
Total Score Before Multiplier		151	107
Part III-Eligibility for Multipliers			
Part III	Maximum	Score	
	1.1	1.1	
Total Score After Multiplier		166.1	117.7

Notice: This application form template was created by the Wisconsin Department of Natural Resources (DNR). Application is hereby made to the Wisconsin Department of Natural Resources, Bureau of Watershed Management, for grant assistance consistent with s. 281.66, Wis. Stats., and Chapters NR 151, 154 and 155, Wis. Adm. Code. Collection of this information is authorized under the authority of s. 281.66, Wis. Stats. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.]. *Unless otherwise noted, all citations refer to Wisconsin Administrative Code.*

Please refer to the [instructions](#) to complete this form. Complete all sections as applicable. Tab to each section or click in answer spaces. All "Attachments" referenced are in the application instructions.

Applicant Information

Calendar Year of Grant Start 2017

Project Name

South Janesville Street Detention Basin

Applicant (governmental unit applying; name and type, e.g. Madison, City of)

City of Whitewater

Name of Government Official - Authorized Signatory (First Last)	Name of Government Official - Grant Contact Person (First Last)
Cameron Clapper	Christopher McDonell

Title	Title
City Manager	Assistant City Manager

Area Code + Phone Number	Area Code + Phone Number
(262) 473-0500	(262) 473-0139

E-Mail Address	E-Mail Address
cclapper@whitewater-wi.gov	cmcdonell@whitewater-wi.gov

Mailing Address - Street or PO Box	Mailing Address - Street or PO Box
312 West Whitewater Street	312 West Whitewater Street

City	State	ZIP Code	City	State	ZIP Code
Whitewater	WI	53190	Whitewater	WI	53190

Project Information

A. Location of Project See [Attachment A](#) and [Surface Water Data Viewer](#) (SWDV) for assistance in completing this question.

County Walworth State Senate District number: 15 State Assembly District number: 43

(found at: <http://legis.wisconsin.gov/ltsb/redistricting/districts.htm>)

Minor Civil Division (city, town, village, e.g., Wrightstown, Village of)	Township (N)	Range	E or W	Section	Quarter	Quarter- Quarter	Latitude (North, 4 to 7 decimal places)	Longitude (West, 4 to 7 decimal places)
Whitewater, City of	04 N	15	E	8	NW	NE	42.8247	-88.7464
	N		E					
	N							

Method for Determining Latitude & Longitude (check one)
 DNR [Surface Water Data Viewer](#) GPS Other (specify): _____

B. Watershed, Waterbody and Pollutants See [Surface Water Data Viewer](#) and [Attachment A](#) for assistance in completing this question. (Example: Watershed Name: Oconomowoc River. Watershed Code: UR09. Primary Waterbody Name: Oconomowoc River. Nearest Waterbody: Flynn Creek.)

Note: If the project is in more than one watershed, submit a separate application for each watershed, unless this application is for a high-efficiency street sweeper. For HE street sweeper, enter information for largest area to be swept.

Watershed Name	Watershed Code	Primary Waterbody Name	Nearest Waterbody Name
Whitewater Creek	LR14	Whitewater Creek	Whitewater Creek

12-digit Hydrologic Unit Code (HUC): 070900020203

Nonpoint Source Pollutant(s) Controlled by the Project

Nutrients Sediment Other, specify: Phosphorus

C. Endangered and Threatened Resources, Historic Places and Properties and Wetlands

Check the appropriate box for each question based on what the governmental unit knows to occur where the project disturbs land:

- 1. There are endangered or threatened resources as identified in s. 29.604, Wis. Stats., and ch. NR 27 in the project area. (Refer to [NHI Portal](#) for assistance.)
- 2. There are archaeological sites, historical structures, burial sites, or other historic places identified in s. 44.45, Wis. Stats., in the project area.
- 3. There are wetlands in the project area that are governed by water quality standard provisions of ch. NR 103. (Answer with the SWDV [Wetlands & Wetland indicators layer theme](#).)

D. Environmental Hazards Assessment

Check this box if this project includes excavation or purchase of land or easement. If yes, attach a completed copy of the [Environmental Hazards Assessment Form](#) to this application. See [Attachment H](#) for further information.

If this is a project that includes excavation or the purchase of land or an easement, consult the Bureau of Remediation and Redevelopment [RR Sites Map](#) and answer the following questions using a map scale of 1:8529 or larger:

- 1. There is an open (ongoing cleanup) R&R site on the same property where the excavation is planned.
- 2. There is a closed (completed cleanup) R&R site on the same property where the excavation is planned.
- 3. There is an open (ongoing cleanup) R&R site on an adjacent property.
- 4. There is a closed (completed cleanup) R&R site on an adjacent property.

E. Alternative Funding

Check this box if applicant requests that the DNR also submit a copy of this application to the Clean Water Fund Program (CWFP). This submittal serves to waive the deadline for submitting an "Intent to Apply" form for CWFP funding; it is **not** a substitute for a CWFP loan application or interest rate subsidy application.

F. Pro-Rating for Existing versus New Development

Check this box if the project will serve 100% **existing** urban development only. *Existing means urban development in existence on or before October 1, 2004.*

If not, enter the percentage of the project that serves *existing* urban development and provide attachments to show the *existing* and new areas.

100 %

G. Project Description

Include a project narrative, site plan and conceptual drawings. Drawings are to include the project scope, key features and associated BMPs.

This project will involve the design and construction of a new wet detention basin located on lands owned by the City of Whitewater.

The S Janesville Street basin will involve construction of a new wet detention basin located behind 656 South Janesville Street, northwest of the S Janesville Street and W Harper Street.

The goal of the basin is to reduce nonpoint source pollutant discharge to Whitewater Creek and help reduce total suspended solids (TSS) loadings. The City of Whitewater Stormwater Management Plan evaluated approximately 16 individual BMP's plus source controls such as street sweeping, and nearly 20 various combinations of BMP's to meet

2008 and 2013 TSS Reduction Goals.

These detention basins, in combination with an accelerated street sweeping program, was found to be the most cost-effective means of meeting the 2008 20% TSS reduction goal and a vital component of the 40% TSS reduction 2013 goal.

Because the City intends to purchase the land for the basin construction and the preliminary design has been completed, the City believes this project can be implemented immediately.

Part I. Screening Requirements for Project Application Eligibility

A. Maps and Photographs

Check this box if

- An 8.5" x 11" map from the DNR [Surface Water Data Viewer](#) showing the project area, topography, and locations of proposed Best Management Practices (BMPs), is attached.
- Aerial photo maps showing the project footprint and project site photos are also included.

B. Filters Note: To be eligible for a grant, the applicant must be able to declare that statements in 1 through 11 below are **TRUE**. **Check the boxes of true statements.** Check statements 12 through 15 below if applicable. Applicants who cannot check 12, must check box a or b. Applicants who check statement 13 must check a, b, or c.

Yes

- 1. Project is in an urban area as identified in [Attachment B](#).
- 2. Applicant declares that one of the two statements below is TRUE. Please check the box to indicate that the statement is true.
 - a. The applicant is not the University of Wisconsin Board of Regents.
 - b. The applicant is the University of Wisconsin Board of Regents **and** the project will develop recommendations for a UW Campus area located in a municipality that meets **both** of the following criteria:
 - i. The applicant is required to obtain a permit under subchapter I. of ch. NR 216; **and**
 - ii. The municipality is located either in a priority watershed or lake area identified under s. 281.65, Wis. Stats., or in an area of concern as identified by the International Joint Commission under the Great Lakes Water Quality Agreement.
- 3. Project will be completed within 24 months of the start of the grant period.
- 4. Staff and contractors designated to work on this project have adequate training, knowledge, and experience to implement the proposed project.
- 5. Staff or contractual services, in addition to those funded by this grant, will be provided if needed.
- 6. Best management practices constructed under this grant are consistent with non-agricultural performance standards under NR 151 (see [Attachments C & D](#)).
- 7. The applicant will provide an operation and maintenance plan for the installed BMP with the final report.
- 8. The local DNR Nonpoint Source Coordinator has been contacted and the project was discussed. See [Nonpoint Source contacts](#).

Name of the Nonpoint Source Coordinator Contacted	Date Contacted	Subject of Discussion
Mike Gilbertson	03/02/2016	Discussed the scope and goals for the detention basin project.

- 9. Construction Ordinance: Local regulations are in place to administer and enforce construction erosion controls in the governmental unit consistent with the non-agricultural performance standards in s. NR 151.11.
- 10. Post-Construction Ordinance: Local regulations are in place to administer and enforce post-construction runoff from areas of new development and re-development in the governmental unit consistent with the non-agricultural performance standards in s. NR 151.12.
- 11. Navigable Waters Determination: If this project will install an urban storm water treatment practice, the applicant has determined that the practice will not be located in any intermittent or perennial waterway, based on consulting the **Surface Water Layer Theme** of the DNR's [Surface Water Data Viewer](#).
- 12. Wetlands Determination: If this project will install an urban storm water treatment practice, the applicant has determined that the practice will not be located in any wetland, based on consulting the [Wetlands & Wetland Indicators Layer Theme](#) of the DNR's Surface Water Data Viewer.

If statement 12 is **not TRUE**, check box a. or b. that applies:

- a. There is a potential for wetland presence. A wetland determination or delineation will be completed by a qualified person in accordance with the DNR "[Wetland Screening and Delineation Procedures Guidance](#)". It must show the BMP will not encroach upon a wetland. A copy of the wetland delineation must be provided to DNR.
- b. There is a potential for wetland presence. A wetland determination or delineation has been completed and shows the BMP will not encroach upon wetland. Provide the name, e-mail and phone number of the wetland delineator. Provide a copy of the wetland delineation with this application.

Name:	Email:	Phone Number:
-------	--------	---------------

- 13. This is a proposed urban project which requires that the applicant have control of the property. If true, please check the applicable statement below:
 - a. The applicant is stating that it currently owns the property or has control of the property through an easement or a construction and maintenance agreement.
 - b. The applicant has attached documentation to this application that states that the current owner of the property is willing to enter into a construction and maintenance agreement with the grant applicant prior to the award of the grant.
 - c. The applicant proposes purchasing the property (fee title) or an interest in the property (easement), and the applicant has attached documentation (e.g., option to purchase or offer to purchase) that the sale will be completed prior to the award of the grant.
- 14. This application is a joint application among local units of government **and** a DRAFT Inter-Governmental Agreement is attached (see [Attachment I](#)).
- 15. The applicant currently has existing Runoff Management grant(s), and the applicant hereby certifies that all such grant projects shall be completed within the applicable grant period for each.

C. Best Management Practices (BMPs) and Associated Activities For Which Funding Is Requested

Check all that apply. Eligible BMPs must be consistent with available [storm water post-construction technical standards](#). The associated technical standard number is in parentheses. See [Attachment C](#) for additional BMP information.

Note: Storm water treatment practices on navigable waters or in wetlands are *not* eligible for funding under this program.

Eligible BMPs

- Wet Detention Pond (1001)
- Bioretention for Infiltration (1004)
- Infiltration Basin (1003)
- Infiltration Trench (1007)
- Vegetated Infiltration Swale (1005)
- Permeable Pavement (1008; costs can be shared at 50% of the incremental difference between the cost of conventional pavements and the permeable pavement)
- Proprietary Storm Water Sedimentation Devices (1006)
- Non-Proprietary Storm Water Sedimentation Devices (e.g., catch basins, settling tanks or vaults with minimum 3.0-foot sump and modeled per tech. std. 1006)
- Shoreline Habitat Restoration for Developed Area (NR 154.04(29))
- Streambank and Shoreline Protection (NR 154.04(31))

Ancillary activities: The following activities are eligible for cost sharing, provided they are necessary to implement the BMP(s) requested under this grant application.

- Grassed Swale (see tech. stds. 1004 and 1005)
- Vegetated Filter Strip (see tech. stds. 1004 and 1005)
- Storm Sewer Rerouting (to direct storm water to new BMP)
- Structure Removal (necessary to install BMP)
- Groundwater Monitoring Well Installation (if required by DNR)

Other costs eligible under this grant:

- Engineering for BMP(s) above
- Land Acquisition for installation of BMP(s) above

Project Name:
South Janesville Street Detention Basin

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- Accelerated or High-Efficiency Street Sweeper (costs can be shared at 50% of the incremental difference between the cost of a new mechanical broom sweeper and the high-efficiency sweeper)

Part II. Competitive Elements

Question 1. Fiscal Accountability

A. Timeline and Source of Staff For each applicable milestone listed below, fill in the appropriate data:

Milestone	Target Completion Date (month/year)	Source(s) of Staff
Completion of design	04/2017	Strand Associates
Obtaining required permits	06/2017	Strand Associates, DNR
Landowner contacts		N/A
Bidding	07/2017	Strand Associates, City Staff
DNR approvals	07/2017	City Staff, Contractor
Contract signing	07/2017	City Staff, Contractor
BMP construction	08/2017	Contractor
Site inspection and certification	11/2017	Strand Associates, City Staff
Project evaluation	01/2018	Strand Associates, City Staff
Purchase street sweeper		N/A
Other (specify)		

B. Financial Budget Table Provide a detailed budget in this table for each of the proposed BMPs and ancillary activities checked in Part I.C. Enter costs for associated Engineering Services (design, construction management and inspection) and Land Acquisition under Project Subtotals. The state share may not exceed 50% of eligible costs. The grant amount is capped at \$150,000 for the installation of eligible BMPs and at \$50,000 for land acquisition.

A Enter detailed construction components for each BMP and ancillary activity checked in Part I.C. for which DNR funding is requested.	B Estimated Total Cost (\$)	C Amount Eligible for DNR Cost Sharing (\$)
Common Excavation	78,000	78,000
Rock Excavation	10,000	10,000
Dewatering	6,000	6,000
Clay Liner	12,000	12,000
Flow Diversion Structure	10,000	10,000
Outlet Control Structure	6,000	6,000
Low Flow Inlet Piping	30,000	30,000
Rip Rap Apron	4,500	4,500
Temporary Erosion Control Matting	9,800	9,800
Permanent Erosion Control Matting	6,000	6,000
Detention Basin Turf Restoration	20,000	20,000
Erosion Control	4,000	4,000
Project Subtotals		
1. Construction Subtotal	196,300	196,300
2. Engineering Services	22,500	22,500
3. Construction and Engineering Subtotal (add Rows 1 and 2)	218,800	218,800
4. Land Acquisition (Fee Title and Easement)	15,000	15,000
Project Grand Total	233,800	233,800

Cost Sharing Worksheet

Eligible Costs:

	Prorate %	Cost-Share %	
Prorate % is inserted from Project Information Question F.			
5. Construction and Engineering (Row 3 C * Prorate % * 50%)	100 %	50 %	\$ 109,400
6. Land Acquisition (Fee Title or Easement) (Row 4 C * Prorate% * 50%)	100 %	50 %	\$ 7,500
Cap Test:			
7. Construction and Engineering (Row 5 or \$150,000, whichever is less)			\$ 109,400

8. Land Acquisition (Row 6 or \$50,000, whichever is less)	\$	7,500
9. Maximum State Share (sum of Rows 7 + 8)	\$	116,900
State and Local Share:		
10. Requested State-Share Amount (enter requested grant amount)	\$	116,900
11. Local-Share Amount (Column B Project Grand Total, less Row 10)]	\$	116,900

Identify the Local-Share Funding Source(s)

The local share of the detention basin cost will be funded by revenue generated from the Stormwater Utility.

C. Use of Additional Funding

- Check this box if the following condition is met: The requested state-share amount in row 10 is below the maximum allowable state share in row 9.

D. Method Used to Calculate Cost Estimates Check the method used to establish or estimate project costs. Provide design, bid, estimate documentation, as applicable, for a score here.

- 1. Project costs are based on completed design and lowest competitive bid on the project. Construction components and costs in budget table should be detailed. Provide documentation attached to this application.
- 2. Project costs are based on completed design with materials and labor costs based on similar, recently bid projects. Construction components and costs in budget table should be detailed. Provide documentation in this application.
- 3. Project design is not complete; however, the proposed project and costs are based on similar and recent projects and costs. Provide as much construction and cost detail in budget table as possible. Provide documentation for this method in this application.
- 4. Project design is not complete and the cost estimate is based on an average or a range of projects and costs. Provide as much construction and cost detail in the budget table as possible. Provide documentation for this method in this application.
- 5. Project and costs are less specific than choices above. Provide an explanation for cost estimates attached to this application.

E. Cost-Effectiveness Provide answers to Parts E.1. and E.2. Answering Part E.3. is optional.

1. Describe the cost-effectiveness of the proposed project based on the following factors.

A. Describe the drainage area land use(s).

The drainage area consists mainly of institutional and medium density residential with smaller amounts of commercial landuses.

B. Estimate project drainage area	116	acres
C. Estimate percent impervious within drainage area from aerial photos or other means.	36	%
D. Estimate pollutant load from impervious area within drainage area. Assume each acre of imperviousness generates 600 lbs/acre/year pollutant load Pollutant Load = B (acres) x C(as decimal) x 600 lbs/acre/year	25,056	lbs/year
E. Estimate pollutant removal efficiency of proposed project.	57	%
F. Estimate construction cost of the project. (Cell C1 of Question 1.B.)	\$ 196,300	
G. Estimate cost-effectiveness of project (\$ per lb. of pollutant removed per year). Cost-effectiveness = F(\$)/ (E(as decimal) x D(lbs/yr))	\$ 13.74	lbs/year

2. Describe other factors not listed above, such as site feasibility, practicality and environmental benefits that justify why the proposed management measure was selected for this site.

The proposed wet detention basin will effectively remove stormwater borne pollutants from a highly urbanized portion of the City, resulting in improved water quality to receiving waterbodies and improved habitat. The upstream land uses include residential, institutional, and commercial.

3. If one or more alternative management measures were evaluated, describe why the measures are not being recommended.
 The City of Whitewater Stormwater Management Plan and subsequent Water Quality Modeling Update evaluated approximately 16 individual BMP's plus source controls to meet 2008 and 2013 TSS Reduction Goals. The detention basins identified in the plan were found to be one of the most most cost-effective means of meeting TSS reduction goals in the City.

Question 2. Project Evaluation Strategy

A. Modeling and Measures of Change

The applicant *must* agree to provide modeled results in the final project report submitted for the project and will provide their modeling and analysis to the storm water permit specialist responsible for their community. The project evaluation strategy will be based on comparing pre- and post-project changes in modeled pollutant loading to water resources or will be based on the quantity of units managed.

Check all that apply in the table below.

	Priority for Developed Urban Area	Units of Measure	Recommended Measurement Method
<input checked="" type="checkbox"/>	Reduction in Total Suspended Solids (TSS)	Pounds TSS reduced	SLAMM, P-8
		% TSS reduction	
<input checked="" type="checkbox"/>	Reduction in Phosphorus	Pounds Phosphorus reduced	SLAMM, P-8
<input type="checkbox"/>	Shoreline/Streambank Protection	Tons of shore/bank erosion reduced	NRCS bank erosion formula
		Feet of shore/bank protected	Count
<input type="checkbox"/>	Other (specify)		

B. Water Quality Monitoring (not eligible for cost sharing at this time)

If, in addition to the above, the project evaluation strategy includes evaluating BMP effectiveness and/or pre- and post-project water resource monitoring, and the information will be provided to DNR in the final project report, check all that apply below.

- 1. A one-page summary of the monitoring strategy is attached.
- 2. The project will evaluate the in-stream physical habitat, fisheries, biological, or chemical conditions.
- 3. The project will evaluate BMP pollution reduction effectiveness (e.g. inlet/outlet monitoring).
- 4. The applicant is willing to participate with the Department to do monitoring in the project area should funding become available.

Question 3. Water Quality Needs (check one, A through G)

The project must be consistent with at least one of the following seven watershed priorities. Check the **one** water quality category which best identifies the water quality need(s) which the project **directly deals** with: (check **only one**)

Note: For border waters where a State of the Basin Report does not exist, another governmental document acceptable to the Regional Nonpoint Source Coordinator may be used to identify the water quality need.

Surface Water Considerations

A. Clean Water Act section 303(d) List of Impaired Waters

A water body (lake or stream) on the latest Clean Water Act (CWA) section 303(d) List of Impaired Waters, where the cause of the water quality impairment is nonpoint source pollution **and this project** will reduce the type of nonpoint source pollutants for which the water is listed. (See [Attachment A](#))

Name of Applicable Impaired Water:

Rock River

Name of Pollutant Causing Impairment:

Total Phosphorus, Sediment/Total Suspended Solids

B. Outstanding or Exceptional Resource Waters or Other Areas of Special Natural Resource Interest

Prevention of degradation due to nonpoint sources of outstanding resource waters (ORW) (per s. NR 102.10) or exceptional resource waters (ERW) (per s. NR 102.11) or other areas of special natural resource interest (ASNRI).

To locate ORW/ERW and other ASNRI's see [Attachment A](#) and go to DNR's Surface Water Data Viewer. Go to the [Designated Waters Layer Theme](#) from the Surface Water layer.

Name of Applicable ORW/ERW or ASNRI:

- C. Not Fully Supporting Uses or NPS Ranking of High or Medium**
A water body (lake or stream) identified in a DNR-approved Basin/Watershed Plan as not supporting designated uses due to nonpoint sources, but is not on the section 303(d) List. In newer plans, these waters are categorized as "supporting" (as opposed to "fully supporting") designated uses; in plans prior to 2010 they were labeled as "partially meeting" designated uses. Or, the project is located in watershed, lake watershed, or other area ranked high or medium on the NPS Rankings List, where the goals of the project are directly associated with the reason for the ranking on the NPS Rankings List.
- D. Surface Water Quality**
Prevention of surface water quality degradation due to nonpoint sources.

Groundwater Considerations For assistance with this section, please consult the DNR District [Drinking Water and Groundwater Specialist](#) or the County Extension office.

- E. Exceeds Groundwater Enforcement Standard**
Groundwater within the project area where representative information indicates there are levels for NPS contaminants that exceed groundwater enforcement standards.
- F. Exceeds Groundwater Preventive Action Limit**
Groundwater within the project area where representative information indicates there are levels for NPS contaminants that exceed groundwater preventive action limits.
- G. Groundwater Quality**
The project area is within a geological area defined in s. NR 151.015(18) as susceptible to groundwater contamination. (See [Attachment G](#))

Drinking Water Bonus Points

- Yes Check this box if the project water quality goals identified above relate to the reduction of nonpoint source contaminants in community or non-community public drinking water supplies. This includes municipal water supplies governed by chs. NR 809 and 811; other-than-municipal (OTM) water supplies governed by chs. NR 809 & 811; non-transient water supplies governed by chs. NR 809 and 812; and transient water supplies governed by chs. NR 809 and 812.
1. If your project will reduce nonpoint source contaminants in community or non-community public drinking water supplies and you checked box E, F, or G in the "Groundwater Considerations" section above, please choose a, b or c below and move on to Question 5. (You will need assistance from the local DNR [Nonpoint Source Grant Coordinator](#) or [Drinking Water and Groundwater Specialist](#) to answer.)
 - a. Check this box if the project is located: within the wellhead protection area of a municipal well, or within 1,200 feet of a municipal well for which a wellhead protection area is not delineated, or within 1,200 feet of an OTM water supply well, or within 1,200 feet of a transient water supply well.
 - b. Check this box if the project is located within 200 feet of transient water supply well.
 - c. Check this box if **neither** a nor b applies
 2. If your project will reduce nonpoint source contaminants in community or non-community public drinking water supplies and you checked box A, B, C, or D in the "Surface Water Considerations" section above, please place a check mark next to the drainage area where the project is located:(See [Attachment E](#))

<input type="checkbox"/> Pike River and Creek	<input type="checkbox"/> Twin Rivers
<input type="checkbox"/> Root River	<input type="checkbox"/> Kewaunee and Ahnapee Rivers
<input type="checkbox"/> Oak Creek	<input type="checkbox"/> Menominee River
<input type="checkbox"/> Milwaukee River	<input type="checkbox"/> Fish Creek
<input type="checkbox"/> Sauk Creek	<input type="checkbox"/> St. Louis and Nemadji Rivers
<input type="checkbox"/> Sheboygan and Onion Rivers	<input type="checkbox"/> Lake Winnebago
<input type="checkbox"/> Manitowoc River	

Question 4. Extent of Pollutant Control

Check A., B., or C. to identify the pollutant control goal of the proposed project. Provide requested information for a score here.

A. Ch. NR 151 Performance Standard for Total Suspended Solids

- The project will make progress toward achieving compliance with the 20 percent reduction in total suspended solids (TSS) performance standard in NR 151.13(2)(b)1. to reduce TSS carried in storm water runoff from existing developed urban areas to waters of the state, as required under municipal separate storm sewer system (MS4) permit issued pursuant to NR 216. (Note: This does not include streambank or shoreline restoration.)

If checked, provide the information that demonstrates the 20% reduction in TSS is not currently being achieved.

B. Total Maximum Daily Load Allocations

- The project will make progress toward achieving compliance with the storm water wasteload allocation or meeting the storm water load allocation in an EPA-approved TMDL to reduce pollutant(s) of concern carried in storm water runoff from existing developed urban areas to waters of the state. (Notes: Check only if reduction in storm water allocation is assigned in the TDML. This does not include streambank or shoreline restoration.)

If checked, describe how the project will reduce the pollutant(s) of concern in storm water runoff. Implementation of structural stormwater BMP's, such as the proposed wet detention basin, is an effective means of reducing the discharge of nonpoint source pollutants to area waterways.

C. Other Water Resources Management Priority

- The project addresses a water resources management priority other than the NR 151 performance standard in part A. or the TMDL requirements in part B., above.

If checked, describe the priority and how the project addresses this priority.

D. Planning Data And Source Targeting

- Check this box if the applicant has quantitative planning information that ranks pollution sources from highest to lowest in severity *and* the proposed project will manage a pollution source contained in the top 50% of the ranked list. If "Yes," provide the following information:

1. Summary of the targeting analysis that justifies the proposed project and provides the project's ranking from that analysis. As part of the City's 2008 Stormwater Management Plan and subsequent update in 2011, a BMP alternatives analysis was performed to determine which potential BMP projects ranked the highest in terms of TSS reduction and cost. The South Janesville Street detention basin project was one of the highest ranking BMP projects in the alternatives analysis, both in terms of TSS reduction and cost per TSS removed.

2. Name of document(s):
Water Quality Modeling Updates

3. Date(s) published:
March 16, 2011

4. Pertinent page number(s):
Pages 10 and 13 in the Water Quality Modeling Update

5. A copy of non-state department document(s) is available (check all that apply):

- At this website:
- Attached to this application.

Question 5. Evidence of Local Support

For A. and B., check the applicable situation that exists at the time of application. Provide evidence of the budget and the public outreach with this application.

A. Budget

- 1. Adopted Budget: The municipal governing body or utility board has included the Local Share cost of this project within the municipal operating budget or utility district budget.
- 2. Capital Budget: The municipality or utility has included this project's anticipated costs within its adopted Capital Improvement Plan.
- 3. Proposed Budget: The Public Works Department has or will include the costs for this project within its preliminary budget proposal to be submitted to committee.
- Evidence of the budget situation must be included with this application to receive points for this question.

B. Public Information

- 1. The applicant has already conducted public outreach activities about the proposed project with property owners in the immediate project area.
- 2. This project has been discussed at a governmental meeting open to the public.
- Evidence of the public outreach related to this project must be included with this application to receive points for this question.

Question 6. Consistency with Local Resource Management Plans

- Check this box if the proposed project implements a **water quality** recommendation from a locally approved resource management plan. Examples include Smart Growth plans, Green Tier Legacy Community plans, Water Star plans, local Storm Water Management plans, wellhead protection, lake management, regional water quality plans, Remedial Action plans and other watershed-based nonpoint source control plans.

(This question does not include a TMDL report, TMDL implementation plan, or County Land and Water Resource Management Plan.)

If checked, cite the name and date(s) of publication of the document and pertinent page numbers. Provide URL or attach pertinent pages. Summarize the water quality recommendation(s) and describe how it relates to the goals of this proposed project.

Water Quality Modeling Updates, March 16, 2011, Pages 9-13. As part of the City's 2008 Stormwater Management Plan and subsequent update in 2011, a BMP alternatives analysis was performed to determine which potential BMP projects ranked the highest in terms of TSS reduction and cost. The South Janesville Street detention basin project was one of the highest ranking BMP projects in the alternatives analysis, both in terms of TSS reduction and cost per TSS removed.

Question 7. Supporting Regulations

Check all that apply to this project and provide the information required in the narrative space below. Refer to the instructions.

A. Developed Urban Area Ordinances

- The project is located within an area which has one or more regulations that implement the non-agricultural performance standards for developed urban areas under s. NR 151.13.

B. New Development Area Ordinances

- The project is located within an area which has other regulations designed to reduce the impact on water quality from new development other than construction site erosion control or a storm water ordinance.

Describe the regulations indicated in A. and/or B. above in relation to the goals of this project. Regulations description and website address of regulations (or attached copy) required for scores here.

The City of Whitewater has implemented a nutrient management program and has adopted an illicit discharge detection ordinance that facilitates the identification and elimination of non-point source pollution.

Question 8. City of Racine

- Check this box if this is an application from the City of Racine for a project that is necessary for the city to comply with state storm water permitting requirements.

Part III. Eligibility for Multipliers

Completion of this part of the application is optional. However, an applicant can increase the final project score by qualifying for a project multiplier.

Local Implementation Program

Yes N/A

- A. The applicant governmental unit is implementing a pollution prevention information and education program targeted for property owners and other residents.
- B. The applicant governmental unit is implementing a nutrient management plan for municipally-owned properties of at least five acres of pervious area where nutrients are applied
- C. The applicant governmental unit is implementing a tracking of storm water permitting activity (construction and post-construction) in the governmental unit and can make summary information available to the DNR upon request.

Optional Additional Information

Carefully review your answers to all of the questions above. Is there additional information that will add to the department's understanding of this project? If so, describe here.

Please use this page to write any constructive comment(s) you might have to improve this application.

Thank you.

**APPENDIX A
ENVIRONMENTAL HAZARDS ASSESSMENT**

Instructions: Tab to each section

Notice: This form must be completed and approved by the DNR before grant funds can be expended for land acquisition. Please complete all sections. Use additional page if necessary. Collection of this information is authorized under ss. 23.0915 - 23.0917, Wis. Stats. Failure to provide this information may result in denial or repayment of grant awards. Personal information collected on this form will be used for management of DNR programs and grants. Information may be made available to requesters under Wisconsin's Open Records laws (ss. 19.31-19.39, Wis. Stats.).

1. General Information

Applicant Name City of Whitewater		Project / Parcel S Janesville Street Detention Basin / WUP		County Walworth	
Property Owner Name National Propane Corp		Property Street Address 656 South Janesville Street			
Close / Intersecting Roads NW of S Janesville Street and West Harper Street					
Legal Description:	¼ / ¼ NW	¼ NE	Section(s) 8	Township 4 N	Range E / W 15E

2. Environmental Condition Statement of Property

Complete the checklist to the best of your knowledge through inspection of the site. Indicate if any of the following conditions currently exist on site:

With your mouse, click on yes or no

Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Known spills, release of chemicals, hazardous substances or fuels
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dumps, debris piles, stockpiles of waste, containers, barrels or drums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sludge
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Discolored or odorous soil
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Areas of stressed vegetation, absence of vegetation, areas previously burned
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unusual or noxious odors
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Discolored, polluted, foul water (in standing water, wells, or wetlands)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is an existing well located on site? If yes, where is it located? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Old pipes, electrical equipment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unusual or irregular depressions or mounds on surface
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other evidence of possible contamination – If yes, describe: _____

If the answer to any question above is yes:
• Attach description or explanation and site map showing location of item(s) checked.
• The property may require a Phase I or further investigation/inspection. Talk to your regional grant specialist listed in the application form.

3. Land Use History

A. Current Uses of the Property:
 Industrial Commercial Agriculture Orchards Railroads and Railroad Spurs Landfills
 Other – Explain: _____

B. Historical Uses of the Property (for the past 20 years):
 Industrial Commercial Agriculture Orchards Railroads and Railroad Spurs
 Suspected Former Landfills Other – Explain: _____

C. To the best of your knowledge does the property have evidence of the following?

Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has the site been used for the storage or warehousing of commercial or industrial materials?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there areas with a history or likelihood of underground storage tanks?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there monitoring wells on site?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is there any history of contamination on the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is there any history of contamination on any adjacent properties?

If you checked any boxes in Sections 3A or 3B above, or answered yes to any question in Section 3C, the property may require a Phase I or further investigation/inspection. Talk to your regional grant specialist listed in the application form.

4. Site Investigation Documentation

Has a Phase I or Phase II Site Investigation been completed on the property? Yes No

If yes, attach a copy of the conclusions.

5. Certification

I hereby certify that I have inspected the property and contacted the current owner regarding environmental contamination. The information provided is a full disclosure of my findings and is true and complete to the best of my knowledge.

Printed Name of Preparer Tom Hagie	Title Project Engineer
Signature of Preparer	Date Signed

If you are submitting this form as a condition of a Nonpoint Targeted Runoff Management or Nonpoint Urban Storm Water–Construction grant, please also indicate the following:

Printed Name of Authorized Representative Cameron Clapper	Title City Manager
Signature of Authorized Representative	Date Signed

Leave Blank – DNR Use Only

6. Search of DNR Records

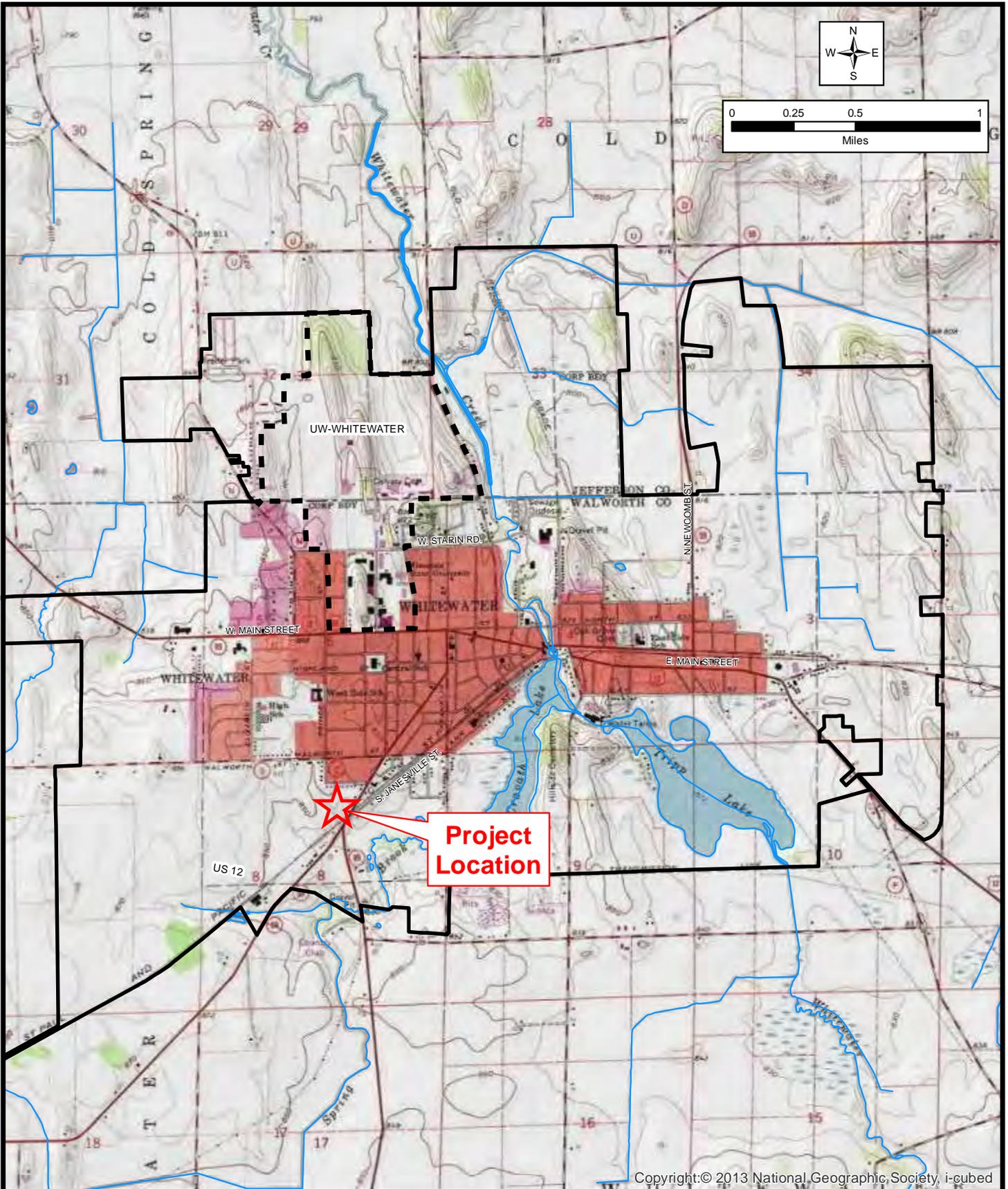
- A. Does the property appear on the most recent version of the Bureau of Remediation and Redevelopment Tracking System (BRRTS)? Yes No
 If Yes, Site Name: _____ BRRTS Activity #: _____
- B. Does the property appear on the most recent version of the DNR Registry of Waste Disposal Sites in Wisconsin? Yes No
 If Yes, Site Name: _____
- C. Does the property appear on the most recent version of the Solid and Hazardous Waste Information Management System (SHWIMS)? Yes No
 If Yes, Site Name: _____

7. Conclusions

- Based on the information available in DNR's Regional files at this time, no additional investigation recommended.
- Further Investigation Needed; Consult with Region R&R Program for Recommendation

Printed Name of DNR Reviewer	Title
Signature of DNR Reviewer	Date Signed

**APPENDIX B
USGS PROJECT MAP**



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PROJECT LOCATION MAP
 SOUTH JANESVILLE STREET DETENTION BASIN

UNPS CONSTRUCTION GRANT APPLICATION
 CITY OF WHITEWATER
 WALWORTH COUNTY, WISCONSIN

04/02/16

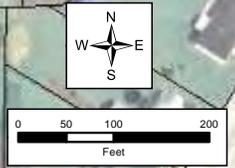


ATTACHMENT B
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**APPENDIX C
AERIAL PROJECT MAP**

Legend

-  Proposed Pond Contour
-  Proposed Storm Sewer
-  Storm MH
-  Storm Inlet
-  Storm Main
-  Culvert
-  Wetlands
-  Waters of the State



0 50 100 200
Feet



SOUTH JANESVILLE STREET DETENTION BASIN

UNPS CONSTRUCTION GRANT APPLICATION
 CITY OF WHITEWATER
 WALWORTH COUNTY, WISCONSIN

04/02/16



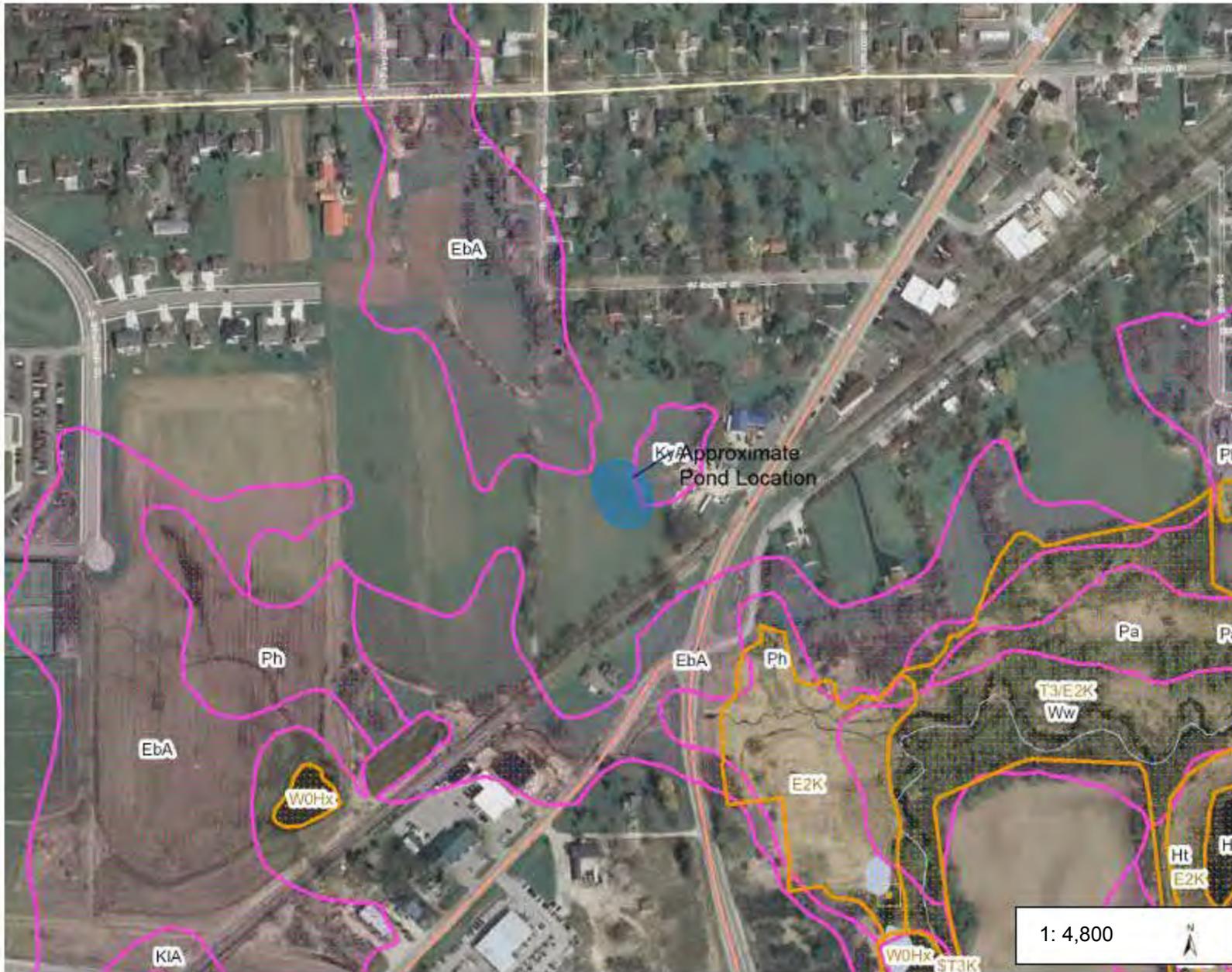
ATTACHMENT C
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**APPENDIX D
PROJECT PHOTOS**

APPENDIX E
WETLAND INFORMATION



Janesville St. Pond - Wetland Indicators Mapping



Legend

- Wetland Class Points**
 - Dammed pond
 - Excavated pond
 - Filled excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
- Filled Points**
 - Filled Points
- Wetland Class Areas**
 - Wetland
 - Upland
- Filled Areas**
 - Filled Areas
- NRCS Wetspots**
 - NRCS Wetspots
- Wetland Indicators**
 - Wetland Indicators
- Rivers and Streams**
 - Rivers and Streams
- Open Water**
 - Open Water

1: 4,800

0.2 0 0.08 0.2 Miles

NAD_1983_HARN_Wisconsin_TM
© Latitude Geographics Group Ltd.

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/org/legal/>

Notes

WDNR Surface Water Data Viewer

APPENDIX F
PROPERTY ACQUISITION PROPOSAL

Property Acquisition Proposal - South Janesville Street Detention Basin, City of Whitewater

It is the City of Whitewater's desire to seek funding assistance to purchase a portion of one parcel totaling **3.3 acres**, located behind 656 South Janesville Street, northwest of the S Janesville Street and W Harper Street. The property is to be purchased for the purpose of implementing the South Janesville Street Detention Basin, which has a primary goal removing sediment and other stormwater pollutants from entering receiving water bodies.

The City will arrange for an appraisal prior to acquisition of the parcels and will submit a copy to WDNR upon request. The estimated acquisition cost of the **3.3 acre parcel** is **\$15,000**. Other parcel data is as follows:

Legal Description: PT NE 1/4 SEC 8 T4N R15E DESC AS: COM SW COR LOT 1 BLK 2 TRATTS ADD, S TO N LN RR R/W, N51D15'E 660' TO WLY LN JANESVILLE ST, N 115.5', W 178.2', N TO S LN BLK 2 TRATS ADD, W TO POB CITY OF WHITEWATER; EXCL PAR NE 1/4 SEC 8 T4N R15E DESC AS S00D04'12"W 793.31'; N88D01'56"E 467.79' TO POB; N88D01'56"E 32.90'; S00D03'42" 31.75; S88D04'58"W 34.37; N02D37'E 31.80' TO POB.

Parcel Number(s): /WUP 00298

Current Parcel Owner: National Propane Corp

APPENDIX G
SUPPORTING PLANNING DATA

opinion of probable cost for constructing this wet detention basin is \$113,000; however, land acquisition and the likelihood of encountering rock should be considered in the total cost of this wet detention basin.

L. East Chicago Street and North East Street Wet Detention Basin (Appendix C, Figure 11)

North of the proposed East Main Street wet detention basin, another wet detention basin could treat subbasins WC-30 and WC-31. SLAMM modeling indicates approximately 5,500 pounds of additional TSS could be captured in this wet detention basin, providing a 1.1 percent increase to the citywide TSS reduction total. Again, the location of wetlands and limits of the navigable ditch should be verified to make sure that the runoff from the subbasins is treated prior to entering a water of the state. Should the wetlands or limits of the navigable ditch limit the effectiveness of the proposed location, it may be possible to locate the proposed wet detention basin immediately north of East Chicago Street near the storm sewer outfall. The opinion of probable cost for constructing this wet detention basin is \$77,000; however, land acquisition and the likelihood of encountering rock should be considered in the total cost of this wet detention basin.

M. East Cravath Street Wet Detention Basin (Appendix C, Figure 12)

The June 2008 *Stormwater Management Plan* proposed a wet detention basin north of the existing pond on the north side of subbasin WC-26. After further review, the existing ditch adjacent to the originally proposed location is considered a navigable ditch (the storm sewer currently discharges to this ditch). Therefore, a new location was evaluated just north of East Cravath Street that would require a diversion pipe to direct water from the storm sewer to the proposed wet detention basin. SLAMM results indicate that approximately 8,000 pounds of additional TSS could be captured in this wet detention basin, which would provide a 1.7 percent increase to the citywide TSS reduction total. The opinion of probable cost for constructing this wet detention basin is \$182,000. Land acquisition would also be required to construct this BMP, which would add to the total cost of the project.

N. South Janesville Street Wet Detention Basin (Appendix C, Figure 13)

A new location that was evaluated for a wet detention basin is located adjacent to South Janesville Street. This basin has the ability to capture TSS from subbasins SB-2 and SB-3. This proposed wet detention basin could capture approximately 13,000 pounds of additional TSS, resulting in a 2.6 percent increase to the citywide TSS reduction total. Land acquisition would be required, and the opinion of probable cost to construct this wet detention basin is \$195,000.

O. North Street "Triangle" Wet Detention Basin (Appendix C, Figure 14)

A small triangular-shaped piece of City-owned property exists on the north side of North Street, adjacent to the Mill Race. The ability to construct a wet detention basin exists, but it would likely require retaining walls to obtain enough depth for a wet pool within the property. In addition, a floodplain analysis would need to accompany the design to determine that no adverse impacts would be made to the floodplain. SLAMM modeling indicates that approximately 7,000 pounds of additional TSS could be captured from subbasin WC-2, which is primarily comprised of downtown commercial land use. This would increase the citywide TSS reduction total by approximately 1.4 percent. The opinion of probable

TABLE 1

BMP SUMMARY

No.	Description	Drainage Basins	Baseline TSS (lbs)	Current (March 2011) Loading (lbs)	Current (March 2011) TSS Captured (lbs)	Proposed BMP	Loading with BMP (lbs)	% Reduction	Additional TSS Removed (lbs)	% Increase in Citywide Reduction	Estimated Annual Cost (\$)	Annual Cost per Pound Captured (\$/lbs)	Annual Cost per % Increase in Citywide Reduction (\$/%)	Comments
0	Existing Conditions (June 2008)	---	484,026	402,676	81,350	---	---	16.8%	---	---	---	---	---	June 2008 Conditions (Revisions in March 2011)
0	Corporate Drive Wet Detention Basin	WC-48	7,898	7,292	606	Wet Pond	1,817	77.0%	7,029	1.5%	---	---	---	Constructed in 2008; Serves existing & new development
		WC-49	2,396	2,104	291		551	77.0%						
0	Frawley Oil	WC-26	12,195	11,212	982	Mechanical Device	10,904	10.6%	308	0.1%	---	---	---	Redevelopment Site; (2) Stormceptor devices installed
0	Tratt Street Redevelopment	GC-5	7,965	7,528	437	Mechanical Device	7,487	6.0%	41	0.0%	---	---	---	Redevelopment Site; Baysaver device installed
0	Technology Park 'Pond C'	WC-54	10,049	9,472	577	Wet Pond	2,010	80.0%	7,462	1.5%	---	---	---	Constructed in 2010; Serves existing & new development
0	Walmart Wet Detention Basin	GC-7	4,945	4,945	0	Wet Pond	3,603	27.1%	1,342	0.3%	---	---	---	Redevelopment Site; Constructed in 2011
0	Current Conditions	---	484,026	386,494	97,532	---	386,494	20.2%	---	---	---	---	---	March 2011 Conditions
1	Mechanical Sweeping (Current)	---	484,026	386,494	97,532	Street Sweeping	386,494	20.2%	---	---	---	---	---	
2	Vacuum Sweeping (Current)	---	484,026	386,494	97,532	Street Sweeping	376,609	22.2%	9,885	2.0%	\$27,747	\$2.81	\$13,586	Purchase of a vacuum street sweeper necessary
3	Mechanical Sweeping (Monthly)	---	484,026	386,494	97,532	Street Sweeping	386,330	20.2%	165	0.0%	\$1,693	\$10.29	\$49,802	
4	Vacuum Sweeping (Monthly)	---	484,026	386,494	97,532	Street Sweeping	374,556	22.6%	11,939	2.5%	\$29,440	\$2.47	\$11,936	Purchase of a vacuum street sweeper necessary
5	Mechanical Sweeping (Weekly)	---	484,026	386,494	97,532	Street Sweeping	380,207	21.4%	6,287	1.3%	\$30,471	\$4.85	\$23,460	
6	Vacuum Sweeping (Weekly)	---	484,026	386,494	97,532	Street Sweeping	347,732	28.2%	38,762	8.0%	\$58,218	\$1.50	\$7,270	Purchase of a vacuum street sweeper necessary
7	Mound Meadows	GC-2	32,011	29,683	2,328	Wet Pond	18,002	43.8%	11,681	2.4%	\$24,476	\$2.10	\$10,142	Land acquisition required
8	DLK / Main St.	GC-1	24,414	22,353	2,060	Wet Pond	7,716	68.4%	14,637	3.0%	\$21,315	\$1.46	\$7,049	Land acquisition required
9	Carriage Lane	GC-5	7,965	7,487	478	Wet Pond	2,788	65.0%	12,370	2.6%	\$30,165	\$2.44	\$11,803	Land acquisition required
		GC-6	12,978	12,214	764		4,542	65.0%						
10	Bloomington Acres	GC-12	13,197	5,647	7,550	Wet Pond Retrofit	1,719	87.0%	3,928	0.8%	\$8,758	\$2.23	\$10,793	
11	Armory Site	WC-33.1	15,649	14,581	1,068	Wet Pond	2,931	81.3%	11,650	2.4%	\$51,952	\$4.46	\$21,585	
12	Ann St. (Medium)	CL-4	50,331	47,243	3,089	Wet Pond	26,568	47.2%	20,674	4.3%	\$23,998	\$1.16	\$5,618	Land acquisition required
13	James St. / Fremont St. / Ann St.	CL-3	9,598	8,785	813	Wet Pond	3,753	60.9%	5,032	1.0%	\$12,973	\$2.58	\$12,480	Land acquisition required
14	E. Clay St.	TL-2	9,506	8,733	773	Wet Pond	3,966	58.3%	4,767	1.0%	\$12,083	\$2.53	\$12,269	
15	Waterfront Park Stormceptor	CL-7	779	779	0	Mechanical Device	506	35.0%	273	0.1%	\$10,504	\$38.52	\$186,429	
16	E. Main St.	WC-55	10,653	9,665	988	Wet Pond	2,137	79.9%	7,529	1.6%	\$14,234	\$1.89	\$9,151	Land acquisition required
17	Chicago / East St.	WC-30	5,622	5,297	325	Wet Pond	1,951	65.3%	5,518	1.1%	\$9,702	\$1.76	\$8,511	Land acquisition required
		WC-31	3,592	3,419	173		1,247	65.3%						
18	E. Cravath St.	WC-26	12,195	10,904	1,290	Wet Pond	2,530	79.3%	8,374	1.7%	\$22,973	\$2.74	\$13,279	Land acquisition required
19	S. Janesville St.	SB-2	2,836	2,616	219	Wet Pond	1,237	56.4%	12,469	2.6%	\$24,574	\$1.97	\$9,539	Land acquisition required
		SB-3	21,209	20,343	866		9,254	56.4%						
20	North Street "Triangle"	WC-2	19,288	16,775	2,513	Wet Pond	9,958	48.4%	6,817	1.4%	\$22,789	\$3.34	\$16,181	
21	Starin Road Pond - Starin Park Site	WC-5	9,828	8,922	906	Wet Pond	3,680	62.6%	14,812	3.1%	\$26,403	\$1.78	\$8,628	
		WC-60	3,663	3,441	221		1,371	62.6%						
		WC-61	12,055	11,453	602		4,513	62.6%						
		WC-65	895	895	0		335	62.6%						
22	Starin Road Pond - Fairhaven Site	WC-5	9,828	8,922	906	Wet Pond	5,942	39.5%	8,725	1.8%	\$9,607	\$1.10	\$5,329	Land acquisition required
		WC-60	3,663	3,441	221		2,214	39.5%						
		WC-61	12,055	11,453	602		7,289	39.5%						
		WC-65	895	895	0		541	39.5%						

**APPENDIX H
AUTHORIZING RESOLUTION**

URBAN NONPOINT SOURCE GRANT PROGRAM

RESOLUTION NO: █

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 stormwater detention facilities located at southwest of the Endeavor Drive and Prospect Drive intersection, north of East Cravath Street, and north of the South Janesville Street (Hwy 89) and Harper Street intersection.

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 interim and final reports to the Department which describes all Urban Nonpoint Source project activities, achievements and data collected, and documentation of the project costs.

IT IS THEREFORE RESOLVED THAT:

The Whitewater City 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 this day _____ of _____, 2016

By a vote of: _____ in favor, _____ against, and _____ abstain

BY: _____, Clerk of the City of Whitewater

APPENDIX I
LETTER OF SUPPORT - ROCK RIVER COALITION

APPENDIX J
LETTER OF SUPPORT - WALWORTH COUNTY

**APPENDIX K
GRANT APPLICATION SCORING**

GRANT APPLICATION SCORING

Project Name S Janesville St. Detention Basin

Government Unit Applying City of Whitewater

Part II-Competitive Elements

	Maximum	Score	Notes
Question 1: Financial Accountability			
Part 1.A: Timeline and Source of Staff	5	5	
Part 1.B: Financial Budget Table	10	10	
Part 1.C: Use of Additional Funding	10	0	
Part 1.D: Method(s) Used to Calculate Cost Estimate	5	4	
Part 1.E: Cost-Effectiveness	15	15	
<i>Question 1. Subtotal</i>	45	34	
Question 2: Project Evaluation Strategy			
Part A: Modeling and Measures of Change	2	2	
Part B.1: Monitoring Strategy Summary	2	0	
Part B.2: In-Stream Conditions Evaluation	3	0	
Part B.3: BMP Effectiveness Evaluation	3	0	
Part B.4: Monitoring Participation	0	0	
<i>Question 2. Subtotal</i>	10	2	
Question 3: Water Quality Need			
Part 3.A: Water Quality Need Category	30	30	
Part 3.B: Public Drinking Water Supply Bonus	7	0	
<i>Question 3. Subtotal</i>	37	30	
Question 4. Extent of Pollutant Control			
Part A-C: Water Resources Management Priority	30	15	
Part D: Implements Planning Data	10	10	
<i>Question 4. Subtotal</i>	40	25	
Question 5. Evidence of Local Support			
Part A: Budget	6	4	
Part B: Public Information	4	4	
<i>Question 5. Subtotal</i>	10	8	
Question 6. Consistency w/ Resource Management Plans			
	2	2	
Question 7. Supporting Regulations			
Part A: Developed Urban Area Ordinances	3	3	
Part B: New Development Area Ordinances	3	3	
<i>Question 7. Subtotal</i>	6	6	
Question 8. City of Racine			
	1	0	
Part II Total		151	107
Total Score Before Multiplier		151	107
Part III-Eligibility for Multipliers			
Part III	Maximum	Score	
	1.1	1.1	
Total Score After Multiplier		166.1	117.7

EXHIBIT A RESOLUTION

Boxes checked are applicable. Boxes not checked are inapplicable. Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.

(Adopted at an Open Meeting held APRIL 15, 2016)

WHEREAS, the CITY OF WHITEWATER, WI-WALWORTH & JEFFERSON County, Wisconsin ("City"), is presently in need of funds aggregating \$ 1,350,000.00 for public purpose(s) of: (1)

GEORGE STREET RECONSTRUCTION AND CENTER/BOONE COURT/SUMMIT STREET RECONSTRUCTION-GENERAL FUND/WATER UTILITY/STORMWATER UTILITY/WASTEWATER UTILITY

; and

WHEREAS, the Council deems it necessary and in the best interests of the City that, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, the sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$ 1,350,000.00) be borrowed for such purpose(s) upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED, that for the purpose(s) hereinabove set forth the City, by its Mayor (or City Manager), and Clerk, pursuant to Section 67.12(12), Wisconsin Statutes, borrow from COMMERCIAL BANK OF WHITEWATER ("Lender"), the sum of \$ 1,350,000.00 , and, to evidence such indebtedness, said Mayor (or City Manager) and City Clerk shall make, execute and deliver to the Lender for and on behalf of the City the promissory note of the City to be dated APRIL 15, 2016 , in said principal amount with interest at the rate of POINT 71 percent (.71 %) per annum and payable as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

- (a) Single Payment. In one payment on , PLUS interest payable as set forth below.
(b) Installments of Principal and Interest. (2) In equal payments of \$ due on and on the same days(s) of each month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid balance and accrued interest due on . All payments include principal and interest.
(c) Installments of Principal. In equal payments of principal of \$ due on and on the same day(s) of each month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid principal due on , PLUS interest payable as set forth below.
(d) Other. INSTALLMENTS OF INTERST PAYABLE ON APRIL 15, 2017 AND INTEREST AND PRINCIPAL DUE ON OR ANYTIME BEFORE APRIL 15, 2018

Interest is payable on APRIL 15, 2017 , and on the same day of each TWELVE-12 month thereafter, every 7th day thereafter, every 14th day thereafter, and at maturity, or, if box (b) is checked, at the times so indicated. Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year. (2) Said interest to be payable on the dates set forth above on the outstanding principal balance, with no prepayment privileges prepayment privileges on any principal or interest payment date on or after N/A . A copy of the promissory note shall be attached to this resolution.

(1) Here describe each purpose in detail. If the purpose is meeting general and current municipal expenses or refinancing obligation of the City, so specify.
(2) Section 67.12(12), Wisconsin Statutes, does not place any restrictions on the basis of interest rate calculations.

BE IT FURTHER RESOLVED, that there be, and there hereby is, levied on all the taxable property of the City, a direct annual irrevocable tax sufficient in amount to pay the principal and interest on said note as the same becomes due and payable, said tax to be in the following minimum amounts: (3)

Amount of Tax (principal and interest)	To Meet Note Payments Due On	Year of Levy (must be in year(s) prior to due date)
\$ 9,585.00	APRIL 15, 2017	For the year 2016
\$ 9,585.00	APRIL 15, 2018	For the year 2017
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____

If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said note when due, the requisite amount shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

In the event that the City exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

In each of said levy years, the direct annual tax so levied shall be carried into the tax rolls each year and shall be collected in the same manner and at the same time as other taxes of the City for such years are collected; provided, that the amount of tax carried into the tax roll may be reduced in any year by the amount of any surplus in the debt service account for the note. So long as any part of the principal of, or interest on, said note remains unpaid, the proceeds of said tax shall be segregated in a special fund used solely for the payment of the principal of, and interest on, said note.

BE IT FURTHER RESOLVED, that there be and there hereby is established in the treasury of the City, if one has not already been established, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund. Within the debt service fund, there be and there hereby is established a separate and distinct account designated as the "Debt Service Account for Promissory Note dated _____", which account shall be used solely for the purpose of paying principal of and interest on said note. There shall be deposited in said account any accrued interest paid on said note at the time it is delivered to the Lender, all money raised by taxation or appropriated pursuant hereto, and such other sums as may be necessary to pay principal and interest on said note when the same shall become due.

BE IT FURTHER RESOLVED, that the proceeds of said note shall be used solely for the purposes for which it is issued, but may be temporarily invested until needed in legal investments, provided that no such investment shall be in such a manner as would cause said note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder; and an officer of the City, charged with the responsibility for issuing the note, shall certify by use of an arbitrage certificate, if required, that, on the basis of the facts, estimates and circumstances in existence on the date of the delivery of the note, it is not expected that the proceeds will be used in a manner that would cause said note to be an "arbitrage bond."

BE IT FURTHER RESOLVED, that the projects financed by the note and their ownership, management and use will not cause the note to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and that the City shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the note.

BE IT FURTHER RESOLVED, that the City Clerk shall keep records for the registration and for the transfer of the note. The person in whose name the note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid. The note may be transferred by the registered owner thereof by presentation of the note at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the City Clerk, shall be made on such note.

BE IT FURTHER RESOLVED, that the note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations. (4)

BE IT FURTHER RESOLVED, that the City officials are hereby authorized and directed, so long as said note is outstanding, to deliver to the Lender any audit statement or other financial information the Lender may reasonably request and to discuss its affairs and finances with the Lender.

BE IT FURTHER RESOLVED, that said note shall be delivered to the Lender on or after the date of said note, upon receipt of the total principal amount of the loan evidenced thereby, plus accrued interest, if any, to date of delivery, provided that, if this is a refinancing, the refunding note shall be immediately exchanged for the note being refinanced.

- (3) First tax levy should be for the current year unless tax roll has already been delivered for collection, and amount of levy should be sufficient to meet all principal and interest payments coming due prior to date for collection of next succeeding tax levy.
- (4) Do not check box if the City will be issuing more than \$10,000,000 of tax-exempt obligations in the calendar year. In that case, banks will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

PROMISSORY NOTE

Boxes checked are applicable. Boxes not checked are inapplicable. Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.

No. _____ CITY OF WHITEWATER, WISCONSIN \$ 1,350,000.00
NAME

Dated APRIL 15, 2016

1. Promise to Pay and Payment Schedule. For value received, the CITY OF WHITEWATER, WALWORTH/JEFFERSON County, Wisconsin ("City"), promises to pay to COMMERCIAL BANK, 200 S. FREMONT, WHITEWATER, WI 53190 or registered assigns, ("Lender") the sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100

Dollars (\$ 1,350,000.00), payable with interest at the rate of POINT 71 percent (.71 %) per annum as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

- (a) Single Payment. In one payment on _____, PLUS interest payable as set forth below.
(b) Installments of Principal and Interest. In _____ equal payments of \$ _____ due on _____ and on _____ the same days(s) of each _____ month thereafter _____ every 7th day thereafter _____ every 14th day thereafter, PLUS a final payment of the unpaid balance and accrued interest due on _____. All payments include principal and interest.
(c) Installments of Principal. In _____ equal payments of principal of \$ _____ due on _____ and on _____ the same day(s) of each _____ month thereafter _____ every 7th day thereafter _____ every 14th day thereafter, PLUS a final payment of the unpaid principal due on _____, PLUS interest payable as set forth below.
(d) [X] Other. INSTALLMENTS OF INTEREST IS PAYABLE ON APRIL 15, 2017 AND THE SAME DAY EACH YEAR THEREAFTER, PLUS A FINAL PAYMENT OF THE UNPAID PRINCIPAL PLUS ACCRUED INTEREST DUE ON APRIL 15, 2018.

Principal and interest on this note shall be payable only to the Lender in lawful money of the United States of America at the office of the Lender. The final installment of principal on this note shall be payable only upon presentation and surrender of this note to the City Treasurer.

2. Interest Payment. Interest is payable on APRIL 15, 2017, and on [X] the same day of each TWELVE month thereafter, _____ every 7th day thereafter, _____ every 14th day thereafter, and at maturity, or, if box 1(b) is checked, at the times so indicated. Interest is computed for the actual number of days principal is unpaid on the basis of _____ a 360 day year [X] a 365 day year.

3. Prepayment. Full or partial prepayment of this note _____ is not permitted [X] is permitted on any principal or interest payment date without penalty on or after _____. All prepayments shall be applied first upon the unpaid interest and then applied upon the unpaid principal in inverse order of maturity.

4. Other Charges. If any payment (other than the final payment) is not made on or before the N/A day after its due date, Lender may collect a delinquency charge of N/A % of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate _____ which would otherwise be applicable plus N/A percentage points _____ of N/A % per year, computed on the basis of _____ a 360 day year [X] a 365 day year. City agrees to pay a charge of \$ N/A for each check presented for payment under payment under this note which is returned unsatisfied.

5. Security. For the prompt payment of this note with interest and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

6. Transferability. This note is transferable only upon the records of the City kept for that purpose at the office of the City Clerk, by the Lender in person or its legal representative duly authorized in writing, upon presentation of a written instrument of transfer satisfactory to the City Clerk and upon such transfer being similarly noted hereon. The City may deem and treat the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes.

7. Terms and Purposes; Authorization. This note issued under the terms of and for purposes specified in Section 67.12(12), Wisconsin Statutes; and is authorized by a resolution of the Common Council duly adopted by the Council at its open meeting duly convened on APRIL 7, 2016, which resolution is recorded in the official book of its minutes pertaining to said date.

8. [X] Internal Revenue Code. This note has been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended. (1)

9. Certifications and Recitations of City. It is hereby certified and recited that all conditions, things and acts required by law to exist, to be or to be done prior to and in connection with the issuance of this note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this note, does not exceed any limitation imposed by law, and that the City has levied a direct annual irrepealable tax sufficient to pay this note together with interest thereon when and as payable.

THIS NOTE CONTAINS ADDITIONAL PROVISIONS ON PAGE 2.

(Impress official or corporate seal, if any)

WALWORTH/JEFFERSON County, Wisconsin
By CAMERON CLAPPER CITY MANAGE
By MICHELE R. SMITH CITY CLERK

(1) Do not check box if the City will be issuing more than \$10,000,000 of tax-exempt obligations in the calendar year. In that case, lenders will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

NOTE: Official or corporate seal, if any, to be affixed.

(SEE PAGE 2 FOR REGISTRATION PROVISIONS)

REGISTRATION PROVISIONS

10. Default and Enforcement. Upon the occurrence of any one or more of the following events of default: (a) City fails to pay any amount when due under this note or under any other instrument evidencing any indebtedness of City to Lender, (b) any representation or warranty made under this note or information provided by City to Lender in connection with this note is or was false or fraudulent in any material respect, (c) a material adverse change occurs in City's financial condition, (d) City fails to timely observe or perform any of the covenants or duties in this note, (e) an event of default occurs under any agreement securing this note, or (f) Lender deems itself insecure, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event City becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this note after the occurrence of an event of default shall not constitute a waiver of the default of the Lender's rights and remedies upon such default.

11. Venue. To the extent not prohibited by law, City consents that venue for any legal proceeding relating to collection of this note shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which City is located or the county in which this note was executed by City.

12. Obligations and Agreements of City. City agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by City or incident to any action or proceeding involving City brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Subject to Section 893.80, Wisconsin Statutes, City agrees to indemnify and hold harmless Lender, its directors, officers and agents, from and under this note or the activities of City. This indemnity shall survive payment of this note. City acknowledges that Lender has not made any representation or warranties with respect to, and the Lender does not assume any responsibility to City for, the collectability or enforceability of this note or the financial condition of City. City has independently determined the collectability and enforceability of this note. City authorizes Lender to disclose financial and other information about City to others.

13. No Waiver; Rights and Remedies of Lender. No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this note shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this note preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this note are cumulative and not exclusive of any remedies provided by law. Without affecting the liability of the City, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this note or agree not to sue any party liable on it. Without affecting the liability of City, Lender may from time to time, without notice, renew or extend the time for payment subject to the time limits prescribed in Section 67.12(12), Wisconsin Statutes.

14. Interpretation. This note is intended by City and Lender as a final expression of this note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this note. This note may not be supplemented or modified except in writing. This note benefits Lender, its successors and assigns, and binds City and its successors and assigns. The validity, construction and enforcement of this note are governed by the internal laws of Wisconsin. Invalidity or unenforceability of any provision of this note shall not affect the validity or enforceability of any other provisions of this note.

REGISTRATION PROVISIONS

This note shall be registered in registration records kept by the City Clerk of the CITY OF WHITEWATER Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this note may thereafter be transferred only upon presentation of a written instrument of transfer satisfactory to the City Clerk duly executed by the Lender or its attorney, such transfer to be made on such records and endorsed hereon.

REGISTRATION

Date of Registration	Name of Registered Owner	Signature of City Clerk
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXHIBIT A
 RESOLUTION**

(Adopted at an Open Meeting held APRIL 15, 2016)

WHEREAS, the CITY OF WHITEWATER, WI-WALWORTH & JEFFERSON County, Wisconsin ("City"), is presently in need of funds aggregating \$ 1,350,000.00 for public purpose(s) of: (1)

GEORGE STREET RECONSTRUCTION AND CENTER/BOONE COURT/SUMMIT STREET RECONSTRUCTION-GENERAL FUND/WATER UTILITY/STORMWATER UTILITY/WASTEWATER UTILITY

; and

WHEREAS, the Council deems it necessary and in the best interests of the City that, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, the sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$ 1,350,000.00) be borrowed for such purpose(s) upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED, that for the purpose(s) hereinabove set forth the City, by its Mayor (or City Manager), and Clerk, pursuant to Section 67.12(12), Wisconsin Statutes, borrow from FIRST CITIZENS STATE BANK OF WHITEWATER ("Lender"), the sum of \$ 1,350,000.00, and, to evidence such indebtedness, said Mayor (or City Manager) and City Clerk shall make, execute and deliver to the Lender for and on behalf of the City the promissory note of the City to be dated APRIL 15, 2016, in said principal amount with interest at the rate of ONE POINT FOUR THREE percent (1.43 %) per annum and payable as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

- (a) **Single Payment.** In one payment on _____, PLUS interest payable as set forth below.
- (b) **Installments of Principal and Interest.** (2) In _____ equal payments of \$ _____ due on _____, and on the same days(s) of each _____ month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid balance and accrued interest due on _____. All payments include principal and interest.
- (c) **Installments of Principal.** In _____ equal payments of principal of \$ _____ due on _____, and on the same day(s) of each _____ month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid principal due on _____, PLUS interest payable as set forth below.
- (d) **Other.** INSTALLMENTS OF INTERST PAYABLE ON APRIL 15, 2017 AND INTEREST AND PRINCIPAL DUE ON OR ANYTIME BEFORE APRIL 15, 2018

Interest is payable on APRIL 15, 2017, and on the same day of each TWELVE—12 month thereafter, every 7th day thereafter, every 14th day thereafter, and at maturity, or, if box (b) is checked, at the times so indicated. Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year. (2) Said interest to be payable on the dates set forth above on the outstanding principal balance, with no prepayment privileges prepayment privileges on any principal or interest payment date on or after N/A. A copy of the promissory note shall be attached to this resolution.

(1) Here describe each purpose in detail. If the purpose is meeting general and current municipal expenses or refinancing obligation of the City, so specify.
 (2) Section 67.12(12), Wisconsin Statutes, does not place any restrictions on the basis of interest rate calculations.

BE IT FURTHER RESOLVED, that there be, and there hereby is, levied on all the taxable property of the City, a direct annual irrevocable tax sufficient in amount to pay the principal and interest on said note as the same becomes due and payable, said tax to be in the following minimum amounts: (3)

Amount of Tax (principal and interest)	To Meet Note Payments Due On	Year of Levy (must be in year(s) prior to due date)
\$ 19,305.00	APRIL 15, 2017	For the year 2016
\$ 19,305.00	APRIL 15, 2018	For the year 2017
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____

If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said note when due, the requisite amount shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

In the event that the City exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

In each of said levy years, the direct annual tax so levied shall be carried into the tax rolls each year and shall be collected in the same manner and at the same time as other taxes of the City for such years are collected; provided, that the amount of tax carried into the tax roll may be reduced in any year by the amount of any surplus in the debt service account for the note. So long as any part of the principal of, or interest on, said note remains unpaid, the proceeds of said tax shall be segregated in a special fund used solely for the payment of the principal of, and interest on, said note.

BE IT FURTHER RESOLVED, that there be and there hereby is established in the treasury of the City, if one has not already been established, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund. Within the debt service fund, there be and there hereby is established a separate and distinct account designated as the "Debt Service Account for Promissory Note dated _____", which account shall be used solely for the purpose of paying principal of and interest on said note. There shall be deposited in said account any accrued interest paid on said note at the time it is delivered to the Lender, all money raised by taxation or appropriated pursuant hereto, and such other sums as may be necessary to pay principal and interest on said note when the same shall become due.

BE IT FURTHER RESOLVED, that the proceeds of said note shall be used solely for the purposes for which it is issued, but may be temporarily invested until needed in legal investments, provided that no such investment shall be in such a manner as would cause said note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder; and an officer of the City, charged with the responsibility for issuing the note, shall certify by use of an arbitrage certificate, if required, that, on the basis of the facts, estimates and circumstances in existence on the date of the delivery of the note, it is not expected that the proceeds will be used in a manner that would cause said note to be an "arbitrage bond."

BE IT FURTHER RESOLVED, that the projects financed by the note and their ownership, management and use will not cause the note to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and that the City shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the note.

BE IT FURTHER RESOLVED, that the City Clerk shall keep records for the registration and for the transfer of the note. The person in whose name the note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid. The note may be transferred by the registered owner thereof by presentation of the note at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the City Clerk, shall be made on such note.

BE IT FURTHER RESOLVED, that the note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations. (4)

BE IT FURTHER RESOLVED, that the City officials are hereby authorized and directed, so long as said note is outstanding, to deliver to the Lender any audit statement or other financial information the Lender may reasonably request and to discuss its affairs and finances with the Lender.

BE IT FURTHER RESOLVED, that said note shall be delivered to the Lender on or after the date of said note, upon receipt of the total principal amount of the loan evidenced thereby, plus accrued interest, if any, to date of delivery, provided that, if this is a refinancing, the refunding note shall be immediately exchanged for the note being refinanced.

(3) First tax levy should be for the current year unless tax roll has already been delivered for collection, and amount of levy should be sufficient to meet all principal and interest payments coming due prior to date for collection of next succeeding tax levy.

(4) Do not check box if the City will be issuing more than \$10,000,000 of tax-exempt obligations in the calendar year. In that case, banks will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

PROMISSORY NOTE

Boxes checked are applicable. Boxes not checked are inapplicable. Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.

No. _____ CITY OF WHITEWATER, WISCONSIN \$ 1,350,000.00 NAME

Dated APRIL 15, 2016

1. Promise to Pay and Payment Schedule. For value received, the CITY OF WHITEWATER, WALWORTH/JEFFERSON County, Wisconsin ("City"), promises to pay to FIRST CITIZENS STATE BANK OF WHITEWATER or registered assigns, ("Lender") the sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND

Dollars (\$ 1,350,000.00), payable with interest at the rate of ONE POINT FOUR THREE percent (1.43 %) per annum as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

- (a) Single Payment. In one payment on _____, PLUS interest payable as set forth below.
(b) Installments of Principal and Interest. In _____ equal payments of \$ _____ due on _____, and on _____ the same day(s) of each _____ month thereafter _____ every 7th day thereafter _____ every 14th day thereafter, PLUS a final payment of the unpaid balance and accrued interest due on _____. All payments include principal and interest.
(c) Installments of Principal. In _____ equal payments of principal of \$ _____ due on _____, and on _____ the same day(s) of each _____ month thereafter _____ every 7th day thereafter _____ every 14th day thereafter, PLUS a final payment of the unpaid principal due on _____, PLUS interest payable as set forth below.
(d) Other. INSTALLMENTS OF INTEREST IS PAYABLE ON APRIL 15, 2017 AND THE SAME DAY ON APRIL 15, 2018 PLUS OUTSTANDING PRINCIPAL

Principal and interest on this note shall be payable only to the Lender in lawful money of the United States of America at the office of the Lender. The final installment of principal on this note shall be payable only upon presentation and surrender of this note to the City Treasurer.

2. Interest Payment. Interest is payable on APRIL 15, 2017, and on [X] the same day of each TWELVE---12 month thereafter, _____ every 7th day thereafter, _____ every 14th day thereafter, and at maturity, or, if box 1(b) is checked, at the times so indicated. Interest is computed for the actual number of days principal is unpaid on the basis of _____ a 360 day year [X] a 365 day year.

3. Prepayment. Full or partial prepayment of this note _____ is not permitted [X] is permitted on any principal or interest payment date without penalty on or after _____. All prepayments shall be applied first upon the unpaid interest and then applied upon the unpaid principal in inverse order of maturity.

4. Other Charges. If any payment (other than the final payment) is not made on or before the N/A day after its due date, Lender may collect a delinquency charge of N/A % of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate _____ which would otherwise be applicable plus N/A percentage points _____ of N/A % per year, computed on the basis of _____ a 360 day year [X] a 365 day year. City agrees to pay a charge of \$ N/A for each check presented for payment under payment under this note which is returned unsatisfied.

5. Security. For the prompt payment of this note with interest and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

6. Transferability. This note is transferable only upon the records of the City kept for that purpose at the office of the City Clerk, by the Lender in person or its legal representative duly authorized in writing, upon presentation of a written instrument of transfer satisfactory to the City Clerk and upon such transfer being similarly noted hereon. The City may deem and treat the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes.

7. Terms and Purposes; Authorization. This note issued under the terms of and for purposes specified in Section 67.12(12), Wisconsin Statutes; and is authorized by a resolution of the Common Council duly adopted by the Council at its open meeting duly convened on APRIL 7, 2016, which resolution is recorded in the official book of its minutes pertaining to said date.

8. [X] Internal Revenue Code. This note has been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended. (1)

9. Certifications and Recitations of City. It is hereby certified and recited that all conditions, things and acts required by law to exist, to be or to be done prior to and in connection with the issuance of this note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this note, does not exceed any limitation imposed by law, and that the City has levied a direct annual irrevocable tax sufficient to pay this note together with interest thereon when and as payable.

THIS NOTE CONTAINS ADDITIONAL PROVISIONS ON PAGE 2.

(Impress official or corporate seal, if any) _____ County, Wisconsin
By CAMERON CLAPPER, CITY MANAGER
By MICHELE R. SMITH CITY CLERK

(1) Do not check box if the City will be issuing more than \$10,000,000 of tax-exempt obligations in the calendar year. In that case, lenders will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

REGISTRATION PROVISIONS

10. Default and Enforcement. Upon the occurrence of any one or more of the following events of default: (a) City fails to pay any amount when due under this note or under any other instrument evidencing any indebtedness of City to Lender, (b) any representation or warranty made under this note or information provided by City to Lender in connection with this note is or was false or fraudulent in any material respect, (c) a material adverse change occurs in City's financial condition, (d) City fails to timely observe or perform any of the covenants or duties in this note, (e) an event of default occurs under any agreement securing this note, or (f) Lender deems itself insecure, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event City becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this note after the occurrence of an event of default shall not constitute a waiver of the default of the Lender's rights and remedies upon such default.

11. Venue. To the extent not prohibited by law, City consents that venue for any legal proceeding relating to collection of this note shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which City is located or the county in which this note was executed by City.

12. Obligations and Agreements of City. City agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by City or incident to any action or proceeding involving City brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Subject to Section 893.80, Wisconsin Statutes, City agrees to indemnify and hold harmless Lender, its directors, officers and agents, from and under this note or the activities of City. This indemnity shall survive payment of this note. City acknowledges that Lender has not made any representation or warranties with respect to, and the Lender does not assume any responsibility to City for, the collectability or enforceability of this note or the financial condition of City. City has independently determined the collectability and enforceability of this note. City authorizes Lender to disclose financial and other information about City to others.

13. No Waiver; Rights and Remedies of Lender. No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this note shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this note preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this note are cumulative and not exclusive of any remedies provided by law. Without affecting the liability of the City, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this note or agree not to sue any party liable on it. Without affecting the liability of City, Lender may from time to time, without notice, renew or extend the time for payment subject to the time limits prescribed in Section 67.12(12), Wisconsin Statutes.

14. Interpretation. This note is intended by City and Lender as a final expression of this note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this note. This note may not be supplemented or modified except in writing. This note benefits Lender, its successors and assigns, and binds City and its successors and assigns. The validity, construction and enforcement of this note are governed by the internal laws of Wisconsin. Invalidation or unenforceability of any provision of this note shall not affect the validity or enforceability of any other provisions of this note.

REGISTRATION PROVISIONS

This note shall be registered in registration records kept by the City Clerk of the CITY OF WHITEWATER Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this note may thereafter be transferred only upon presentation of a written instrument of transfer satisfactory to the City Clerk duly executed by the Lender or its attorney, such transfer to be made on such records and endorsed hereon.

REGISTRATION

Date of Registration	Name of Registered Owner	Signature of City Clerk
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



City of
WHITEWATER

Doug Saubert
Finance Director
P.O. Box 690
Whitewater, WI 53190

PHONE: (262) 473-1380
FAX: (262) 473-0589
Email: dsaubert@whitewater-wi.gov
WEBSITE: www.whitewater-wi.gov

March 2, 2016

Jim Caldwell
First Citizens State Bank
207 west Main
Whitewater, Wi 53190

Dear Jim,

The city is seeking short term financing in order to complete two major street reconstruction projects for 2016. The projects are the George Street Reconstruction and the Center Street reconstruction (also includes Boone Court and a portion of Summit Street). Both streets are complete reconstruction-streets/water/sewer/storm water. Outlined below are the details for the borrowing.

Amount: \$2,700,000.00
Term: 2 years
Interest only----based on 365 days
Interest payable yearly
NO prepayment penalty
Bank Qualified
Funds needed approximately April 15

Please provide an interest rate quote on the following:

Total loan amount of \$2,700,000

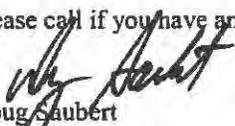
50% of the total loan amount or \$1,350,000.00

It is the intension of the city to refinance this borrowing and replace with permanent financing-G.O. Bond issue in 2017. At that time, this borrowing will be paid off and the principle amount added to the borrowing for the Clay Street Reconstruction project.

Written interest rate quotes are due to the finance department on or before Wednesday March 9 at 11 am.

The city reserves the right to reject any or all interest rate quotes that are received.

Please call if you have any questions.


Doug Saubert
Finance Director



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04/07/2016**

ITEM: **Resolution on County-Wide Study of Fire/EMS**

PRESENTER: **Cameron Clapper, City Manager**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

The City of Whitewater enjoys the luxury of a Fire and EMS services from an independent agency operating at a cost significantly under that of neighboring municipalities. There are many towns, villages, and cities in Walworth County, and Wisconsin as a whole that are looking at ways to regionalize services in an effort to reduce costs. The City of Whitewater will continue to pursue the current partnership with the Whitewater Fire Department Inc for Fire and Emergency Services, however, in the spirit of cooperation and in support of the potential benefits to neighboring municipalities, the City Manager is requesting Council support and adoption of the attached resolution.

BUDGET IMPACT, IF ANY:

None.

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

STAFF RECOMMENDATION: Staff would request adoption of the resolution.

RECOMMENDED MOTION: N/A

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

Draft Resolution for Adoption

FOR MORE INFORMATION CONTACT:

Cameron Clapper, cclapper@whitewater-wi.gov, 262-473-0101

RESOLUTION 2016 - _____

**RESOLUTION ENCOURAGING AND SUPPORTING THE UNDERTAKING OF A STUDY
BY WALWORTH COUNTY ON ALTERNATIVE LONG-TERM SERVICE DELIVERY OPTIONS
RELATIVE TO FIRE AND/OR EMERGENCY MEDICAL (EMS) SERVICES**

WHEREAS, the majority of Walworth County receives fire and ems services through volunteer municipal departments who have and continue to demonstrate their commitment to their respective communities through these volunteer efforts; and

WHEREAS, a number of factors such as more volunteers working outside of the community and therefore unavailable for daytime incidents, increases in call volume (especially in the area of emergency medical responses) making it harder for local businesses to allow an employee to respond during work hours, and increases in training requirements are stressing volunteer systems; and

WHEREAS, there is a significant correlation, dependent on the nature of the call, between response time and effectiveness of the response and as such effective primary and secondary response areas may transcend corporate boundaries; and

WHEREAS, fire and EMS services are a County-wide concern and viewing long-term alternative delivery service options from this larger geographical area may enhance the process of identifying primary and secondary response areas from a broader “best practices” response perspective;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Whitewater hereby stands with neighboring municipalities in requesting that the Walworth County Board consider undertaking a County-Wide study on long-term alternative service delivery options relative to Fire and/or Emergency Medical (EMS) services.

Adopted this __ day of _____, 2016

City Manager

Attest:

City Clerk



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04/07/2016**

ITEM: **Grease Trap Ordinance Update- 16.14.580,
16.14.585 & 16.14.586**

PRESENTER: **Assistant City Manager**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

This proposed change to the City sewer use ordinance is being requested in order to better align with Wisconsin Statue NR 113. Previously, City ordinance allowed business owners to maintain or clean their grease traps or sand interceptors themselves as long as maintenance duties were noted and properly recorded. This practice is no longer legal in Wisconsin. Owners will either be required to hire a contractor who holds a WI Sanitary License, or they would have to become licensed themselves in order to perform the required maintenance. Additionally, minor modifications were made to streamline the communication necessary for City staff in order to maintain an efficient program. Annually, we communicate with grease trap owners to remind them of our maintenance requirements. This year we will do the same while also noting the updated ordinance language.

BUDGET IMPACT, IF ANY: **None**

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

STAFF RECOMMENDATION: **Staff is recommending approval of the proposed ordinance language changes to 16.14.580, 16.14.585 and 16.14.586.**

RECOMMENDED MOTION: **I move to approve the recommended language changes to ordinance 16.14.580, 16.14.585 and 16.14.586.**

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

- **Proposed new ordinance language**
- **“Red line” version of ordinance**
- **Excerpt from NR113, pg.123**

FOR MORE INFORMATION CONTACT:

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

16.14.580 - Grease, oil and sand interceptors—Installation.

The requirement to install grease, oil or sand interceptors is set forth in the Wisconsin Dept. of Commerce Administrative Code (DCOM 82.34). Units shall be installed by the user at their expense according to this standard. ~~The city will require interceptor permits (no fee) annually for all operating interceptors. These can be obtained by contacting the city clerk's office.~~ All new, altered or remodeled plumbing systems receiving grease, fats, oils or similar products from cooking or food preparation, along with car wash facilities, require grease/sand interceptors with the exception of residential dwelling units. Installations must be done in a manner to allow for easy accessibility for inspections, maintenance and repair. In addition, the city may require a grease interceptor where an onsite drain system is reduced or filled due to congealed grease per DCOM 82.34 (5)(b)(3).

(Ord. 959 (part), 1980).

(Ord. No. 1745A, § 2, 9-15-2009)

16.14.585 - Grease, oil and sand interceptors—Maintenance.

Where installed, grease, oil and sand interceptors shall be maintained at the owner's expense and shall be kept in continuous and efficient operation. ~~Permit renewal shall be contingent on receipt verification (and/or approved maintenance log) on or before May 1st of each year for maintenance to the interceptor (for the previous twelve months) per manufacturer or design guidelines.~~ At a minimum, cleaning must be done at least once in a twelve-month period regardless of manufacturer recommendations. ~~The calendar year for inspection purposes runs from January 1st through December 31st. Cleaning practices performed "in house" shall be in written form for staff and verified, on-site, by city personnel, cannot be performed "in house" per NR113.04. All maintenance needs to be performed by a Wisconsin Sanitary License holder as defined in NR113.03(74). A "compliance letter" will then be issued as a record of this practice. For example, if the manufacturer recommends cleaning every four months, then the city would receive three receipts (or an approved annual maintenance log if maintained "in house") on or before the above-indicated date.~~ The city reserves the right to increase the required maintenance frequency if sufficient cause is observed. Receipts of required maintenance ~~(and/or a maintenance log)~~ shall be forwarded to the city clerk's office by January 1st of each year. Failure to comply with the maintenance procedures will result in reinspections and the fees that accompany this procedure per Whitewater Ordinance 1.29.020.

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(Ord. 959 (part), 1980).

(Ord. No. 1745A, § 3, 9-15-2009)

16.14.586 - Grease, oil and sand interceptor—Prohibitions.

The introduction of grease or fat emulsifiers into a grease interceptor is prohibited as more particularly set forth in DCOM 82.34(5)(e). In addition, enzyme additives, flushing with hot water or steam are prohibited means with regard to required maintenance of grease interceptors within the city.

(Ord. No. 1745A, § 4, 9-15-2009)

vide permanent service and the area has been added to the POTW's service area.

(47) "Publicly owned treatment works planning area" means the area delineated in map form in which the service area delineation for a specific POTW is being or has been prepared to cover.

(48) "Publicly owned treatment works sewer service area" means the area presently served and anticipated to be served by a sewage collection system as approved under ch. NR 121 or as a facility planning effort done under ch. NR 110, if no ch. NR 121 designation has been made.

(49) "Reclamation site" means drastically disturbed land that is reclaimed. This includes, but is not limited to, strip mines and construction sites.

(50) "Recreational site" means a designated area clearly identified and maintained for the purpose of providing an opportunity for recreational activity.

(51) "Restricted public access" means private property or the limiting of entry for a period of time by means such as signs, traditional agricultural fencing or remote location.

(52) "Seepage bed" means an excavated area larger than 5 feet in width which contains a bedding of aggregate and has more than one distribution line so constructed as to allow disposal of effluent by soil absorption.

(53) "Seepage pit" means an underground receptacle so constructed as to allow disposal of effluent by soil absorption through its floor and walls.

(54) "Seepage trench" means an area excavated one to 5 feet in width which contains a bedding of aggregate and a single distribution line so constructed as to allow disposal of effluent by soil absorption.

(55) "Septage" means the wastewater or contents of septic or holding tanks, dosing chambers, grease interceptors, seepage beds, seepage pits, seepage trenches, privies or portable restrooms.

(56) "Septic tank" means a tank which receives and partially treats sewage through processes of sedimentation, oxidation, flotation and bacterial action so as to separate solids from the liquid in the sewage and discharges the liquid to a soil absorption system.

(57) "Servicing" means removing the scum, liquid, sludge or other wastes from a private sewage system such as septic or holding tanks, dosing chambers, grease interceptors, seepage beds, seepage pits, seepage trenches, privies or portable restrooms and properly disposing or recycling of the contents as provided in this chapter.

(58) "Site" means property consisting of one or more fields used for the recycling, disposal or storage of septage.

(59) "Site management" means the physical manipulation of site characteristics to minimize the potential of septage runoff during the spring thaw or rainfall events.

(60) "Soil" means the unconsolidated material which overlies bedrock.

(61) "Soil conservation practice" means a measure used to retain surface water and soil on agricultural fields including, but not limited to, contour strip cropping, terracing and grassed waterways.

(62) "Soil conservation service" or "SCS" means United States department of agriculture, soil conservation service, or natural resources conservation service (NSRC).

(63) "Soil profile" means the vertical arrangement of unconsolidated materials into distinct layers or horizons which overlie the bedrock.

(64) "Soil saturation" means that the soil pore space is filled with water.

(65) "Spill" means the uncontrolled discharge, dumping or leaking of any septage so that 50 gallons or more of septage or any

of its constituents may be admitted into the air, be discharged into any waters of the state or otherwise enter the environment.

(66) "Surface application" means spreading septage on the surface of the land without mixing the septage with the soil.

(67) "Surface water" means those portions of Lake Michigan and Lake Superior within the boundaries of Wisconsin, all lakes, bays, rivers, streams, springs, ponds, impounding reservoirs, marshes, water courses, drainage systems and other surface water, natural or artificial, public or private within the state or under its jurisdiction, except those waters which are entirely confined and completely retained upon the property of a facility.

(68) "Threatened or endangered species" are those species defined under ch. NR 27.

(69) "Vector attraction" means the characteristics of septage that attract rodents, flies, mosquitos or other organisms capable of transporting infectious agents.

(70) "Violation" means a failure to comply with any provision of this chapter.

(71) "Wetlands" means those areas where water is at, near or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation, and which have soils or vegetation indicative of wet conditions.

(72) "Wisconsin pollutant discharge elimination system permit" or "WPDES permit" or "permit" means a permit issued by the department under ch. 283, Stats., for the discharge of pollutants.

(73) "Wisconsin soil testing program" means the soil analysis and fertilizer recommendation program established by the university of Wisconsin—extension through the soil science department.

(74) "Wisconsin sanitary license" means a license to service private sewage systems such as septic and holding tanks, dosing chambers, grease interceptors, seepage beds, seepage pits, seepage trenches, privies or portable restrooms, issued by the department pursuant to s. 281.48 (3), Stats.

History: Cr. Register, September, 1996, No. 489, eff. 1-1-97; correction in (29) made under s. 13.92 (4) (b) 7., Stats., Register February 2010 No. 650.

NR 113.04 General requirements. (1) LICENSE REQUIREMENTS. No business, unless exempted by statute, may engage in servicing unless the vehicle and equipment used have been initially inspected by the department and issued a license indicating conformity with all requirements of this chapter. A business license fee is based on the number of vehicles used by the business.

Note: Farmers are exempted from the above business licensing requirements by s. 281.48, Stats., however, servicing by farmers shall be in conformity with this chapter.

(2) CHANGES. Every business required to be licensed by this chapter shall notify the department in writing within 15 days of any change in address, change of servicing vehicle or change of owner.

(3) DISPOSAL. No vehicle operator or person may dispose of or recycle septage unless done in accordance with this chapter or under county authority approved by the department under s. 281.48 (5m), Stats.

History: Cr. Register, September, 1996, No. 489, eff. 1-1-97.

NR 113.05 Licensing. (1) INITIAL LICENSURE; APPLICANT REQUIREMENTS. Applicants for licensure shall meet the following requirements:

(a) Every business, before engaging in servicing in this state, shall submit an application on forms prepared by the department. The application shall designate an operator-in-charge for the business in accordance with ch. NR 114. License fees in par. (b) shall accompany each application.

Note: Application forms are available at department offices.

(b) All licenses issued under this section for a period beginning before July 1, 1997, are issued on an annual basis and shall expire June 30 each year. All licenses issued under this section for a

ORDINANCE No. _____
AN ORDINANCE AMENDING SECTIONS 16.14.580, 16.14.585 and 16.14.586 CONCERNING
GREASE, OIL AND SAND INTERCEPTORS

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

SECTION 1. Whitewater Municipal Code Chapter 16.14 Section 16.14.580 is hereby amended to read as follows:

The requirement to install grease, oil or sand interceptors is set forth in the Wisconsin Dept. of Commerce Administrative Code (DCOM 82.34). Units shall be installed by the user at their expense according to this standard. All new, altered or remodeled plumbing systems receiving grease, fats, oils or similar products from cooking or food preparation, along with car wash facilities, require grease/sand interceptors with the exception of residential dwelling units. Installations must be done in a manner to allow for easy accessibility for inspections, maintenance and repair. In addition, the city may require a grease interceptor where an onsite drain system is reduced or filled due to congealed grease per DCOM 82.34 (5)(b)(3).

SECTION 2. Whitewater Municipal Code Chapter 16.14 Section 16.14.585 is hereby amended to read as follows:

Where installed, grease, oil and sand interceptors shall be maintained at the owner's expense and shall be kept in continuous and efficient operation. At a minimum, cleaning must be done at least once in a twelve-month period regardless of manufacturer recommendations. The calendar year for inspection purposes runs from January 1st through December 31st. Cleaning practices cannot be performed "in house" per NR113.04. All maintenance needs to be performed by a Wisconsin Sanitary License holder as defined in NR113.03(74). The city reserves the right to increase the required maintenance frequency if sufficient cause is observed. Receipts of required maintenance shall be forwarded to the city clerk's office by January 1st of each year. Failure to comply with the maintenance procedures will result in reinspections and the fees that accompany this procedure per Whitewater Ordinance 1.29.020.

SECTION 3. Whitewater Municipal Code Chapter 16.14 Section 16.14.586 is hereby amended to read as follows:

The introduction of grease or fat emulsifiers into a grease interceptor is prohibited as set forth in DCOM 82.34(5)(e). In addition, enzyme additives, flushing with hot water or steam are prohibited means with regard to required maintenance of grease interceptors within the city.

Ordinance introduced by Council Member _____, who moved its adoption.

Seconded by Council Member _____.

AYES:
NOES:
ABSENT:
ADOPTED:

Cameron Clapper, City Manager

Michele R. Smith, City Clerk

Memorandum

To: Whitewater City Council

From: Wallace K. McDonell

Subject: Revisions to Chapter 19.21

Date: March 30, 2016

On March 15, 2016, the City Council considered amendments to Chapter 19.21 which relate to impervious surface and yard requirements in the R-3 zoning district. After the meeting, I contacted Stephanie Goettl, the Zoning Committee Chairperson, and discussed a suggested revision to the amendment which would provide the Neighborhood Services Director with firm yard size requirements, but also allow those yard sizes to be decreased by a conditional use permit. This option would give design flexibility to the Plan Commission, developers, and property owners. The revision has been reviewed and approved by Stephanie Goettl, Chris Munz-Pritchard, Cameron Clapper, and me.

The only change to the R-3 yard ordinance section in this draft, from the prior ordinance, is that it allows a conditional use application to request a decrease in yard size dimensions. The yard size requirements in the attached draft are the same as those that have been in effect for several years.

Thank you.

19.21.050 Lot width.

Minimum lot width in the R-3 district is:

- A. One-family and two-family dwellings, sixty-six (66) feet for all improved lots existing at the time of adoption of the ordinance codified in this section;
 - B. One family, sixty-six (66) feet for all new single-family dwellings constructed after the adoption of the ordinance codified in this section;
 - C. Two-family, eighty (80) feet for all newly constructed two-family dwellings;
 - D. Multifamily dwellings, one hundred (100) feet.
- (Ord. 1174 § 4D, 1990: Ord. 994 § 3.8(D), 1982).

19.21.060 Yard Requirements for one-family and two-family dwellings located in the R-3 .

- A. Front, thirty (30) feet first floor (not more than 40% of the yard may be an impervious surface except as a conditional use).
- B. Side, fifteen (15) feet; corner lots twenty-five (25) feet.
- C. Rear, thirty (30) feet (not more than 40% of the yard may be an impervious surface except as a conditional use).
- D. Shore, seventy-five (75) feet. All Shoreland shall be in compliance with Chapter 19.46, and in addition may require DNR approval.

19.21.065 Yard Requirements for R-3 multi-family dwelling units.

~~Multifamily Dwelling yard requirements shall require approval by the Neighborhood Service Department or the Plan and Architecture review commission after review and input by the City Engineer.~~

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- A. Front, thirty (30) feet first floor (a lesser front yard may be allowed by a conditional use permit)
- B. Side, fifteen (15) feet; corner lots twenty-five (25) feet. (a lesser side yard may be allowed by a conditional use permit)
- C. Rear, thirty (30) feet (a lesser rear yard may be allowed by a conditional use permit).
- D. Shore, seventy-five (75) feet. All Shoreland shall be in compliance with Chapter 19.46, and in addition may require DNR approval.

unless a lesser amount is allowed by a conditional use,
(Ord. 1174 § 4E, 1990: Ord. 994 § 3.8(E), 1982).

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19.21.070 Lot coverage.

- A. Three hundred fifty (350) square feet of usable open space shall be required for each dwelling unit for structures with two (2) or more units.
 - 1. Usable Open Space. Usable open space is that part of the ground level of a zoning lot, other than in a required front or corner side yard, which is unoccupied by driveways, drive aisles, service drives, off-street parking spaces and/or loading berths and is

unobstructed to the sky. This space of minimum prescribed dimension shall be available to all occupants of the building and shall be usable for greenery, drying yards, recreational space, gardening and other leisure activities normally carried on outdoors. Where and to the extent prescribed in these regulations, balconies and roof areas, designed and improved for outdoor activities, may also be considered as usable open space. The usable open space shall be planned as an assemblage or singularly designed area that maximizes the size for open space usage.

2. EXAMPLE: A four (4) Unit building is required to have 1,400 square feet of usable open space

B. The maximum impervious surface:

1. Maximum lot coverage (principal and accessory structures) for one-family and two-family dwellings located in the R-3 is thirty (30%) percent.
 - a. Maximum impervious surface for one-family and two-family dwellings located in the R-3:
 1. Not more than 40% of the front yard shall be impervious surface except as a conditional use. Not more than 40% of the rear yard shall be impervious surface except as a conditional use.
 2. The following chart shall be used to determine the maximum percent of allowed impervious surface to determine the threshold for stormwater mitigation plan requirements on one-family and two-family lots in the R-3 District.

Maximum Impervious Surface.	
Less than 7,000 sq ft	65%
7,000 sq ft to 8,499 sq ft	60%
8,500 sq ft to 9,999 sq ft	55%
10,000 sq ft and over	50%

3. Percentage of impervious surface shall be calculated by taking the total surface area of the existing and proposed impervious surface and dividing it by the total lot area (note the minimum lot requirement for new lots in R-3 is 8,000 sq ft for single-family and 12,000 square feet for two-family).
2. Maximum impervious surface for multifamily dwellings: Review by Engineering staff and approval by the Neighborhood Services Department or the Plan and Architectural Review Commission shall be required.
3. The principles and standards set forth in the City of Whitewater Erosion Control and Stormwater Management Requirements policy which includes the City's Stormwater Management Ordinance (Chapter 16.16) and the City's Construction Site Control Ordinance (16.18), shall be used as a guide by the property owner and staff for drafting and reviewing Stormwater Management plans.

Document No.

UTILITY EASEMENT AGREEMENT

Return to:
Harrison, Williams & McDonell
452 W. Main Street
Whitewater, WI 53190

WUP 00278
Parcel Number

THIS UTILITY EASEMENT AGREEMENT (*Agreement*) is granted by Thayer A. Coburn and Anne E. Flemming-Coburn, (the *Owner*) to the City of Whitewater (the *Utility*).

RECITALS:

A. The Owner is the fee holder of certain real property in the City of Whitewater, Walworth County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the *Property*).

B. The Utility has requested that the Owner grant a permanent easement (the *Easement*) and temporary construction easement (the *Temporary Construction Easement*) over certain portions of the Property as such portions are described on the attached and incorporated Exhibit B (the *Utility Easement Area*).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Easement.** The Owner grants to the Utility, and its licensees, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and remove sanitary sewer infrastructure, with the right of ingress and egress for the purpose of this grant, over the Utility Easement Area. The Utility agrees to construct all such improvements no later than 11/30/2017 (the *Final Completion Date*).

2. **Temporary Construction Easement.** During the period of construction or installation of improvements within the Property, the Utility shall have a Temporary Construction Easement over those portions of the Property as described on Exhibit B for the purpose of transporting equipment and materials in

connection with the construction or installation of improvements within the Property. The Temporary Construction Easement shall expire on the earlier to occur of (a) completion of installation as contemplated in Section 1, above, or (b) the Final Completion Date as specified in Section 1, above.

3. Indemnification. The Utility shall indemnify the Owner from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Utility's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the negligence or misconduct of the Owner or its agents or employees.

4. Consistent Uses Allowed. The Owner reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with the Utility's full enjoyment of the Easement rights granted in this Agreement.

5. Restoration of Surface. The Utility shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement or the Temporary Construction Easement to its condition before the disturbance.

6. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Utility and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

7. Non-Use. Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Walworth County, Wisconsin.

10. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or

power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

14. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public.

Dated: _____, 2016.

Thayer A. Coburn

Anne E. Flemming-Coburn

CITY OF WHITEWATER, Utility

By: _____
Cameron Clapper, City Manager

By: _____
Michele R. Smith, City Clerk

INSRUMENT DRAFTED BY:
Wallace K. McDonell
Harrison, Williams & McDonell, LLP
452 W. Main Street
P.O. Box 59
Whitewater, WI 53190

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WALWORTH

This instrument was acknowledged before me on _____, 2016, by Thayer A. Coburn and Anne E. Flemming-Coburn, Owner.

Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WALWORTH

This instrument was acknowledged before me on _____, 2016, by Cameron Clapper, City Manager and Michele R. Smith, City Clerk, for the City of Whitewater, Utility.

Notary Public, State of Wisconsin
My commission expires: _____

MEMORANDUM AGREEMENT

Thayer A. Coburn and Anne E. Flemming-Coburn (hereinafter at times referred to as “THE COBURNS”) and the City of Whitewater, a municipal corporation of the State of Wisconsin, (at times hereinafter referred to as “THE CITY”) agree as follows:

1. THE COBURNS, the owner of the property described in Exhibit A, will convey to THE CITY the easement described in Exhibit B, for a payment to THE COBURNS of \$3,000.00.

2. THE COBURNS waive their rights under Wisconsin Statutes, section 32.05 to the following:

- (a) Receive an appraisal report prepared by THE CITY;
- (b) Have an appraisal report prepared by an appraiser of COBURN’s choosing at THE CITY’s expense;
- (c) Receive the pamphlet entitled “Rights Of Landowners Under Wisconsin Statutes, Section 32.05”;
- (d) Receive the names of at least 10 neighboring landowners to whom offers are being made by THE CITY and a map showing all property affected by THE CITY’S project;
- (e) Face-to-face negotiations with representatives of THE CITY over the amount of compensation to THE COBURNS for the property in question.

3. THE CITY is obligated by Wisconsin Statutes, section 32.05 (2a) to send THE COBURNS, by certified mail, a copy of the recorded deed and a Notice of Appeal setting forth THE COBURNS’ right to appeal the amount of compensation paid by THE CITY for the easements within six (6) months after the recording of the easements. THE COBURNS, recognizing that they will receive the above documents from THE CITY, agrees as follows:

(a) That the consideration provided herein is just compensation for the easements to be given by THE COBURNS to THE CITY; and

(b) THE COBURNS waive their right to appeal the amount of compensation which will be paid by THE CITY to THE COBURNS for the easements in question.

4. This Memorandum Agreement contains the entire agreement between the parties.

THAYER A. COBURN AND
ANNE E. FLEMMING-COBURN

By: _____
Thayer A. Coburn Date

By: _____
Anne E. Flemming-Coburn Date

CITY OF WHITEWATER

By: _____
Cameron Clapper, City Manager Date

By: _____
Michele R. Smith, City Clerk Date

Document No.

**UTILITY EASEMENT
AGREEMENT**

Return to:
Harrison, Williams & McDonell
452 W. Main Street
Whitewater, WI 53190

WUP 00278
Parcel Number

THIS UTILITY EASEMENT AGREEMENT (*Agreement*) is granted by Thayer A. Coburn and Anne E. Flemming-Coburn, (the *Owner*) to the City of Whitewater (the *Utility*).

RECITALS:

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B. The Utility has requested that the Owner grant a permanent easement (the *Easement*) and temporary construction easement (the *Temporary Construction Easement*) over certain portions of the Property as such portions are described on the attached and incorporated Exhibit B (the *Utility Easement Area*).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. The Owner grants to the Utility, and its licensees, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and remove sanitary sewer infrastructure, with the right of ingress and egress for the purpose of this grant, over the Utility Easement Area. The Utility agrees to construct all such improvements no later than 11/30/2017 (the *Final Completion Date*).

2. Temporary Construction Easement. During the period of construction or installation of improvements within the Property, the Utility shall have a Temporary Construction Easement over those portions of the Property as described on Exhibit B for the purpose of transporting equipment and materials in

connection with the construction or installation of improvements within the Property. The Temporary Construction Easement shall expire on the earlier to occur of (a) completion of installation as contemplated in Section 1, above, or (b) the Final Completion Date as specified in Section 1, above.

3. Indemnification. The Utility shall indemnify the Owner from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Utility's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the negligence or misconduct of the Owner or its agents or employees.

4. Consistent Uses Allowed. The Owner reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with the Utility's full enjoyment of the Easement rights granted in this Agreement.

5. Restoration of Surface. The Utility shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement or the Temporary Construction Easement to its condition before the disturbance.

6. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Utility and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

7. Non-Use. Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Walworth County, Wisconsin.

10. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or

power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

14. No Public Dedication. Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public.

Dated: _____, 2016.

Thayer A. Coburn

Anne E. Flemming-Coburn

CITY OF WHITEWATER, Utility

By: _____
Cameron Clapper, City Manager

By: _____
Michele R. Smith, City Clerk

INSRUMENT DRAFTED BY:
Wallace K. McDonell
Harrison, Williams & McDonell, LLP
452 W. Main Street
P.O. Box 59
Whitewater, WI 53190

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WALWORTH

This instrument was acknowledged before me on _____, 2016, by Thayer A. Coburn and Anne E. Flemming-Coburn, Owner.

Notary Public, State of Wisconsin
My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WALWORTH

This instrument was acknowledged before me on _____, 2016, by Cameron Clapper, City Manager and Michele R. Smith, City Clerk, for the City of Whitewater, Utility.

Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

A part of the Northwest $\frac{1}{4}$ of Section 9, T4N, R15E, City of Whitewater, County of Walworth, State of Wisconsin, described as follows: Beginning at the $\frac{1}{4}$ section corner between Sections 4 and 9, running thence South 2 chains 9 links to the Northwest corner of a piece of land conveyed by A.H. Morse to Emma Bullock, recorded in Volume 79 of Deeds on page 460; thence East 20 rods, thence South 13 rods, thence East to Mill Pond, thence Northerly along the mill pond to said section line; thence West on said section line to the $\frac{1}{4}$ section corner and place of beginning. Subject to rights of the public in roads, rights of the public in premises lying below the ordinary high water mark of Cravath Lake, terms and conditions in Sanitary Sewer Interceptor Easement and easements and restrictions of record and barn encroachment as shown on survey dated 09/28/06.

EXHIBIT B

Legal Description

Permanent sewer easement

Owner: Thayer A Coburn
PO Box 147
Whitewater, WI 53190
Parcel ID: WUP 00278

A **permanent sewer easement** for the owner's interest in land contained within the following described tract being a part of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin more fully described as follows:

Commencing at the Northwest corner of said Section 9;
Thence North 88° 49' 30" East, 823.04 feet along the North line of said Northwest 1/4 of the Northwest 1/4 to the point of beginning;

Thence North 88° 49' 30" East, 37.73 feet along said North line;
Thence South 38° 30' 22" East, 13.84 feet to a northwesterly line of an existing 20' sewer easement recorded as document number 68019 at the Walworth County register of deeds;
Thence South 24° 36' 13" West, 22.98 feet along said existing sewer easement;
Thence South 12° 10' 35" West, 12.29 feet along said existing sewer easement;
Thence North 38° 30' 22" West, 54.90 feet to the North line of said Northwest 1/4 of the Northwest 1/4 to the point of beginning.

Containing 1,001 square feet (0.02 acres), more or less.

Subject to all other easements and restrictions, recorded and unrecorded.

Also, a **temporary easement** for sewer installation and grading purposes located in part of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin more fully described as follows:

A strip of land 10 feet wide lying adjacent to and southwesterly of the above described permanent easement.

Containing 628 square feet (0.01 acres) more or less.

Also, a **temporary easement** for sewer installation and grading purposes located in part of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin more fully described as follows:

Commencing at the Northwest corner of said Section 9;
Thence North 88° 49' 30" East, 823.04 feet along the North line of said Northwest 1/4 of the Northwest 1/4
Thence North 88° 49' 30" East, 37.73 feet continuing along said North line to the point of beginning;

Thence North 88° 49' 30" East, 13.71 feet continuing along said North line to the Northwesterly line of an existing 20' sewer easement recorded as document number 68019 at the Walworth County register of deeds;

Thence South 24° 36' 13" West, 12.22 feet along said existing easement line to the northeasterly line of the above described permanent sewer easement;

Thence North 38° 30' 22" West, 13.84 feet along said northeasterly line to the point of beginning.

Containing 75 square feet, more or less.

Said temporary easements exclude all existing structures and will expire upon completion of construction.

MEMORANDUM AGREEMENT

Araceli Partida (hereinafter at times referred to as "PARTIDA") and the City of Whitewater, a municipal corporation of the State of Wisconsin, (at times hereinafter referred to as "THE CITY") agree as follows:

1. PARTIDA, the owner of the property described in Exhibit A, will convey to THE CITY the easement described in Exhibit B, for a payment to PARTIDA of \$3,000.00.

2. PARTIDA waives PARTIDA's rights under Wisconsin Statutes, section 32.05 to the following:

(a) Receive an appraisal report prepared by THE CITY;

(b) Have an appraisal report prepared by an appraiser of PARTIDA's choosing at THE CITY's expense;

(c) Receive the pamphlet entitled "Rights Of Landowners Under Wisconsin Statutes, Section 32.05";

(d) Receive the names of at least 10 neighboring landowners to whom offers are being made by THE CITY and a map showing all property affected by THE CITY'S project;

(e) Face-to-face negotiations with representatives of THE CITY over the amount of compensation to PARTIDA for the property in question.

3. THE CITY is obligated by Wisconsin Statutes, section 32.05 (2a) to send PARTIDA, by certified mail, a copy of the recorded deed and a Notice of Appeal setting forth PARTIDA's right to appeal the amount of compensation paid by THE CITY for the easements within six (6) months after the recording of the easements. PARTIDA, recognizing that PARTIDA will receive the above documents from THE CITY, agrees as follows:

(a) That the consideration provided herein is just compensation for the easements to be given by PARTIDA to THE CITY; and

(b) PARTIDA waives PARTIDA's right to appeal the amount of compensation which will be paid by THE CITY to PARTIDA for the easements in question.

4. This Memorandum Agreement contains the entire agreement between the parties.

ARACELI PARTIDA

By: _____
Araceli Partida Date

CITY OF WHITEWATER

By: _____
Cameron Clapper, City Manager Date

By: _____
Michele R. Smith, City Clerk Date

MEMORANDUM AGREEMENT

Araceli Partida (hereinafter at times referred to as "PARTIDA") and the City of Whitewater, a municipal corporation of the State of Wisconsin, (at times hereinafter referred to as "THE CITY") agree as follows:

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2. PARTIDA waives PARTIDA's rights under Wisconsin Statutes, section 32.05 to the following:

- (a) Receive an appraisal report prepared by THE CITY;
- (b) Have an appraisal report prepared by an appraiser of PARTIDA's choosing at THE CITY's expense;
- (c) Receive the pamphlet entitled "Rights Of Landowners Under Wisconsin Statutes, Section 32.05";
- (d) Receive the names of at least 10 neighboring landowners to whom offers are being made by THE CITY and a map showing all property affected by THE CITY'S project;
- (e) Face-to-face negotiations with representatives of THE CITY over the amount of compensation to PARTIDA for the property in question.

3. THE CITY is obligated by Wisconsin Statutes, section 32.05 (2a) to send PARTIDA, by certified mail, a copy of the recorded deed and a Notice of Appeal setting forth PARTIDA's right to appeal the amount of compensation paid by THE CITY for the easements within six (6) months after the recording of the easements. PARTIDA, recognizing that PARTIDA will receive the above documents from THE CITY, agrees as follows:

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4. This Memorandum Agreement contains the entire agreement between the parties.

ARACELI PARTIDA

By: _____
Araceli Partida Date

CITY OF WHITEWATER

By: _____
Cameron Clapper, City Manager Date

By: _____
Michele R. Smith, City Clerk Date

Document No.

UTILITY EASEMENT AGREEMENT

Return to:
Harrison, Williams & McDonell
452 W. Main Street
Whitewater, WI 53190

TR 00040
Parcel Number

THIS UTILITY EASEMENT AGREEMENT (*Agreement*) is granted by Araceli Partida, (the *Owner*) to the City of Whitewater (the *Utility*).

RECITALS:

A. The Owner is the fee holder of certain real property in the City of Whitewater, Walworth County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the *Property*).

B. The Utility has requested that the Owner grant a permanent easement (the *Easement*) and temporary construction easement (the *Temporary Construction Easement*) over certain portions of the Property as such portions are described on the attached and incorporated Exhibit B (the *Utility Easement Area*).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. The Owner grants to the Utility, and its licensees, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and remove storm sewer and sanitary sewer infrastructure, with the right of ingress and egress for the purpose of this grant, over the Utility Easement Area. The Utility agrees to construct all such improvements no later than 11/30/2017 (the *Final Completion Date*).

2. Temporary Construction Easement. During the period of construction or installation of improvements within the Property, the Utility shall have a Temporary Construction Easement over those

portions of the Property as described on Exhibit B for the purpose of transporting equipment and materials in connection with the construction or installation of improvements within the Property. The Temporary Construction Easement shall expire on the earlier to occur of (a) completion of installation as contemplated in Section 1, above, or (b) the Final Completion Date as specified in Section 1, above.

3. Indemnification. The Utility shall indemnify the Owner from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Utility's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the negligence or misconduct of the Owner or its agents or employees.

4. Consistent Uses Allowed. The Owner reserves the right to use the Easement and the Temporary Construction Easement for purposes that will not interfere with the Utility's full enjoyment of the Easement rights granted in this Agreement.

5. Restoration of Surface. The Utility shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement or the Temporary Construction Easement to its condition before the disturbance.

6. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Utility and their respective successors and assigns. The party named as Owner in this Agreement and any successor or assign to the Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property.

7. Non-Use. Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Walworth County, Wisconsin.

10. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. **Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

14. **No Public Dedication.** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public.

Dated: _____, 2016.

Araceli Partida

CITY OF WHITEWATER, Utility

By: _____
Cameron Clapper, City Manager

By: _____
Michele R. Smith, City Clerk

FIRST CITIZENS STATE BANK

By: _____

INSRUMENT DRAFTED BY:
Wallace K. McDonell
Harrison, Williams & McDonell, LLP
452 W. Main Street
P.O. Box 59
Whitewater, WI 53190

3-24-16 at 4:10 p.m.

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WALWORTH

This instrument was acknowledged before me on _____, 2016, by Araceli Partida, Owner.

Notary Public, State of Wisconsin

My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WALWORTH

This instrument was acknowledged before me on _____, 2016, by Cameron Clapper, City Manager and Michele R. Smith, City Clerk, for the City of Whitewater, Utility.

Notary Public, State of Wisconsin

My commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WALWORTH

This instrument was acknowledged before me on _____, 2016, by _____, First Citizens State Bank.

Notary Public, State of Wisconsin

My commission expires: _____

EXHIBIT A

A parcel of land located in the Southwest $\frac{1}{4}$ of Section 4, Town 4 North, Range 15 East, more particularly described as: A strip of land 48 feet wide across the East side of Lot 8 in Block 6 of Tripp's Addition to the Village, now City of Whitewater and adjoining the alley between Blocks 5 and 6 in said Addition. Also a part of Lot 8 Block 6 of Tripp's Addition to the Village, now City of Whitewater, bound as follows, to-wit: Beginning on the South line of said Lot 8 at a point 82 feet Southwest from the Southeast corner thereof, and running thence Northwesterly in a straight line and parallel with the East line of said Lot to the North end of said lots, thence Northeasterly on the North line of said Lot 33 feet more or less, to the Southwesterly side of the parcel of land next above described; thence Southeasterly and parallel with the East line of said Lot to the South end thereof; thence Southwesterly on the South line of said lot; 33 feet more or less to the place of beginning. Said above parcel also described as follows: Beginning at the Northwest corner of an alley located between Blocks 5 and 6 in Tripp's Addition to the Village, now City, of Whitewater and running thence Southwesterly along the Southerly line of Ann Street 81.00 feet to a point; thence Southeasterly parallel with the alley to the Southerly line of Block 6 in Tripp's Addition: thence Northeasterly along the South line of said Block 6 to the Southwest corner of said alley; thence Northwesterly along the Southwesterly line of said alley to the place of beginning. Said land being in the City of Whitewater, County of Walworth, State of Wisconsin.

EXHIBIT B

Legal Description

Permanent sewer easement

Owner: Araceli Partida
371 W. Ann St.
Whitewater, WI 53190
Parcel ID: TR 00040

A **permanent sewer easement** for the owner's interest in land contained within the following described tract being a part of Lot 19 (AKA Lot 8), Block 6 of Tripp's Addition located in the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin more fully described as follows:

Commencing at the Southwest corner of Section 4
Thence North 88° 49' 30" East, 830.26 feet along the south line of said Section 4;
Thence North 38° 29' 22" West, 204.04 feet to the point of beginning;

Thence North 67° 54' 59" West, 207.54 feet;
Thence North 38° 30' 22" West, 118.74 feet to the southeasterly right of way of Ann Street;
Thence North 51° 29' 38" East, 30.00 feet along said southeasterly right of way line;
Thence South 38° 30' 22" East, 110.86 feet;
Thence South 67° 54' 59" East, 146.48 feet;
Thence South 38° 29' 22" East, 61.06 feet to the point of beginning.

Containing 2958 square feet (0.07 acres), more or less.

Subject to all other easements and restrictions, recorded and unrecorded.

Also, **temporary easements** for sewer installation and grading purposes being in part of Lot 19 (AKA Lot 8), Block 6 of Tripp's Addition located in the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin more fully described as follows:

2 strips of land 10 feet wide lying northeasterly and southwesterly and adjacent to the above described permanent easement.

Containing 2082 square feet (0.05 acres) more or less.

Said temporary easement excludes all existing structures and will expire upon completion of construction.



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04/7/2016**

ITEM: **Downtown Whitewater, Inc. – City Market Street Closure Request**

PRESENTER: **Assistant City Manager**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

The 2016 Whitewater City Market plan includes vendors in Cravath Lakefront Park, similar to last year, as well as extending north on to Second Street. To enhance the safety of market goers crossing Whitewater Street, Downtown Whitewater, Inc requests approval to close the following streets on Tuesdays, 3:00 PM until 8:00 PM, from May 3 through October 25, 2016:

Whitewater Street – from eastern edge of the Fremont Street/Whitewater Street intersection to just west of the Denny K parking lot.

Second Street – from Whitewater Street to the southern edge of the Second Street/Center Street intersection.

FINANCIAL IMPACT: **None**

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

STAFF RECOMMENDATION: **Staff recommends approving the street closure.**

RECOMMENDED MOTION: **I move to approve the closure of Whitewater Street from the eastern edge of the Fremont Street/Whitewater Street intersection to just west of the Denny K parking lot**

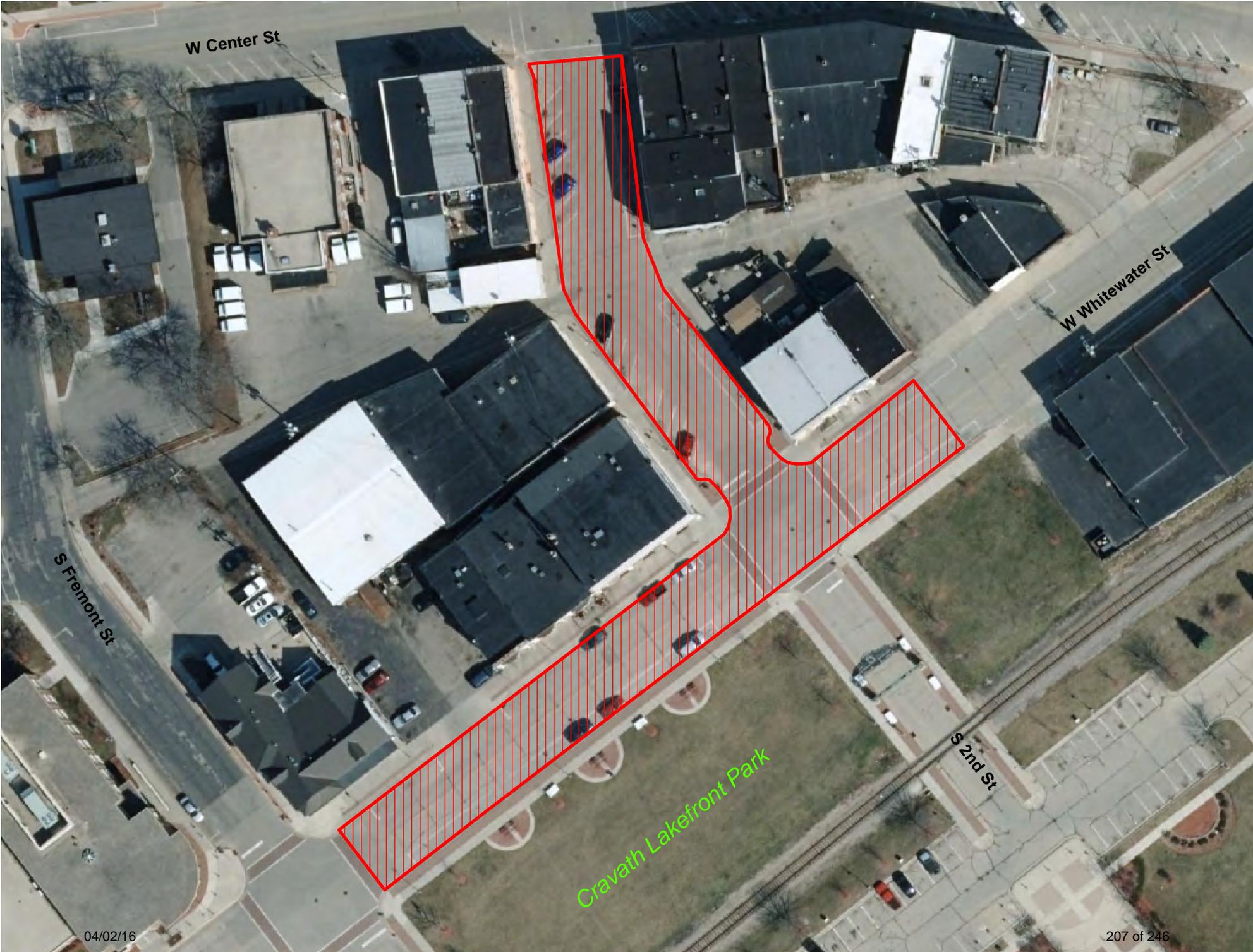
And

Second Street from Whitewater Street to the southern edge of the Second Street/Center Street intersection on Tuesdays, 3:00 PM until 8:00 PM, from May 3 through October 25, 2016.

ATTACHMENT(S) INCLUDED (If none, please state that): **Street closure map**

FOR MORE INFORMATION CONTACT:

Chris McDonell, cmcdonell@whitewater-wi.gov, 262.473.0139.



W Center St

W Whitewater St

S Fremont St

S 2nd St

Cravath Lakefront Park

04/02/16

207 of 246



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04/7/2016**

ITEM: **Resolution Establishing a No-Fault Sanitary Sewer Backup Damage Reimbursement Policy**

PRESENTER: **Assistant City Manager**

PREVIOUS ACTION, IF ANY:

- **January 19, 2016** - City Council reviewed a claim for sewage backup at 351 S. Summit St. Action on the claim was delayed so staff could review options of either purchasing insurance to cover this type of claim or developing a city no-fault sewer backup self insurance program.
- **February 18, 2016** – City Council denied a claim for sewage backup from the tenants of 351 S. Summit St, and approved the creation of a No-Fault Sanitary Sewer Insurance Committee to draft a reimbursement policy for future council consideration.
- **March 1, 2016** – City Council denied a claim for sewage backup from the owners of 351 S. Summit St.

SUMMARY OF ITEM BEING PRESENTED:

The No-Fault Sanitary Sewer Insurance Committee met on February 29, 2016, and March 21, 2016, and drafted the attached reimbursement policy and resolution. The purpose of the policy is to provide a method for assisting homeowners with the financial burden of a sewer backup, which resulted from a condition in the City’s sanitary sewer system or lines, even when the City is not legally liable for the resulting damage.

FINANCIAL IMPACT: To fund the program in 2016, money would be set aside from the Wastewater Utility Connection Fund, which has a fund balance of \$306,000. In 2017, a new \$30,000 line item would be created in the Wastewater Utility operating budget. At the beginning of each new budget cycle, if reimbursements were paid out, this line item would be replenished to \$30,000; the total amount of cash in the line item would never exceed \$30,000. Since 2004 there have been three significant claims (i.e. over \$1,000), including the 351 S. Summit St. claim.

BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY: The No-Fault Sanitary Sewer Insurance Committee recommends approving the resolution.

STAFF RECOMMENDATION: Staff recommends approving the resolution.

RECOMMENDED MOTION: I move to approve the Resolution Establishing a No-Fault Sanitary Sewer Backup Damage Reimbursement Policy.

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

- **A Resolution Establishing a No-Fault Sanitary Sewer Backup Damage Reimbursement Policy**
- **No-Fault Sanitary Sewer Backup Damage Reimbursement Policy**

FOR MORE INFORMATION CONTACT:

Chris McDonell, cmcdonell@whitewater-wi.gov, 262.473.0139.

RESOLUTION

A Resolution Establishing a No-Fault Sanitary Sewer Backup Damage Reimbursement Policy

WHEREAS, the City of Whitewater has determined that it is necessary to increase citizen awareness of the operational dynamics of wastewater collection systems and their responsibilities relative to maintenance and protection against potential property damage from sewer backups, and

WHEREAS, the City of Whitewater is responsible for maintaining sewer mains, manholes, pump stations and force mains that are in City rights-of-way and on City property, and

WHEREAS, the City of Whitewater expends significant resources, through an extensive preventive maintenance program, to keep the sewer system in a good state of repair. Occasionally, however, forces of nature or conditions develop within the system that may cause sewage to back up into a residence or business which are beyond the City’s control, and

WHEREAS, the City of Whitewater desires to reduce health hazards by encouraging property owners who have experienced a sewer backup to get it appropriately cleaned up as quickly as possible, and

WHEREAS, the City of Whitewater desires to provide a method for assisting homeowners with the financial burden of a sewer backup even when the City is not legally liable for the resulting damage.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Whitewater that the City will reimburse sanitary sewer customers as set forth in the City’s No-Fault Sanitary Sewer Backup Damage Reimbursement Policy.

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

AYES:

NOES:

Cameron Clapper, City Manager

ABSENT:

Michele R. Smith, City Clerk

ADOPTED:

City of Whitewater
No-Fault Sanitary Sewer Backup Damage Reimbursement Policy

This Policy is a result of, and authorized by, City of Whitewater Common Council Resolution Number 2016-_____

1. GENERAL

1.1 This Policy is intended to increase citizen awareness of the operational dynamics of wastewater collection systems and their responsibilities relative to maintenance and protection against potential property damage from sewer backups. In addition, this policy provides for limited assistance to individuals who have experienced property damage as a direct result of backup of the City's sanitary sewer system even if it is determined the City is not at fault. It is intended to cover isolated incidents and does not cover multiple claims from widespread damage as a result of forces of nature or other situations out of the City's control.

1.2 The City is responsible for maintaining sewer mains, manholes, pump stations and force mains that are in City rights-of-way and on City property. Maintenance of sewer service lines from the City-owned system to the property owner's structure is the responsibility of the property owner.

1.3 The Wastewater Department expends significant resources, through an extensive preventive maintenance program, to keep the sewer system in a good state of repair. Occasionally, however, forces of nature or conditions develop within the system that may cause sewage to back up into a residence or business which is beyond the City's control and which is not an incident in which the City bears responsibility or legal liability.

1.4 For the purpose of this Policy, the term "no-fault" means without the legal fault of the City and without any cause attributable to the property owner. The intent of this Policy is for the City to reimburse (a) property owner(s), up to the limit(s) established in this Policy, for clean-up costs and repairs to buildings for damages resulting from a City sanitary sewer backup irrespective of whether the City was legally negligent or legally liable for those damages under the controlling provisions of law.

1.5 For the purpose of this Policy the term "sanitary sewer backup" or "sewer backup" means any backup of sewage from the City owned and maintained sanitary sewer or sewer force main system. It does not include stormwater backups or backups caused in areas that are the responsibility of the property owner.

1.6 Overflowing drains and toilets as a result of water running in the house or business is not considered a backup from the City's sewer system, i.e., if there is a pipe blockage, and the resident continues to flush toilets and run water causing an overflow, it is not considered a sewer backup under the definitions of this policy.

1.7 Any kind of damage caused by the potable water system within the structure, including overflows of sinks, toilets, tubs, showers, washing machines or broken water tanks and pipes is not covered by this policy.

2. PURPOSE

2.1 This Policy is intended to:

- A. Reduce health hazards by encouraging property owners who have experienced a sewer backup to get it appropriately cleaned up as quickly as possible.
- B. Provide a method for assisting homeowners with the financial burden of a sewer backup even when the City is not legally liable for the resulting damage.
- C. Educate the public as to the City's limitation of liability and the responsibility and options of residents to protect their own assets.

2.2 The City shall be the sole and exclusive judge of the claims submitted under this Policy and the payments made hereunder are not entitlements, but are intended to be made in the nature of "courtesy" or "good will" payments and are made subject to fund availability.

3. COMMUNICATION

3.1 To enhance public education, City Staff may develop an educational program designed to inform the public as to the inherent vulnerabilities of wastewater collection systems and what the public can do to protect their health and property from damage from potential sewer backups. This information may be disseminated through various methods available to the City including, but not limited to, websites, newsletters, public speaking events, advertisements and utility bill inserts.

4. PROGRAM

4.1 As part of the contract for the provision of sewer services to the customers of the City, and in consideration of payment of sewer bills, the City agrees to reimburse its sanitary sewer customers for up to \$7,500 of cleanup costs, property damages, and mechanical equipment, essential to the habitation of the residence, caused by a sanitary sewer backup, irrespective of whether the City is legally liable for those damages. Included in the \$7,500 limit is reimbursement of personal property and/or possessions, up to \$1,000. The program will have an annual aggregate limit of \$30,000 per all occurrences. Reimbursement is subject to the following conditions:

- A. The backup must have resulted from a condition in the City's sanitary sewer system or lines and not from a condition in a private line.

- B. The backup must not have been caused by catastrophic weather or other event for which Federal Emergency Management Assistance is available.
- C. The backup must not have been caused by an interruption in electric power to the City's sewer system or to any other City lift station.
- E. The City will not reimburse any costs which have been or are eligible to be covered under the property owner's homeowners or other property insurance.
- F. The maximum amount that the City will reimburse is a one-time amount of up to \$7,500 per sewer lateral, provided there has been no change in ownership since the last paid claim. In this regard, a structure or group of structures served by a single connection to the City's sewer system is considered a single lateral.
- G. Coverage under said policy shall only be extended to customers of the City of Whitewater wastewater collection system.
- I. All claims for reimbursement under this Policy must be submitted to the City Clerk within one hundred twenty (120) days after the incident occurs.
- J. The Finance Director may refer claims for reimbursement to an independent insurance adjuster for investigation, recommendation, and compensability determination on an as needed basis.
- K. The determination as to whether to make payment for loss under this Policy shall be based on the following criteria:
 - 1. Whether an eligible claimant suffered an otherwise uninsured property loss, caused by breach or backup of a City-owned sanitary sewer line, under circumstances where the claimant acted responsibly to avoid the loss; and
 - 2. If so, whether the extent of the loss has been adequately substantiated.
 - 3. The following shall result in the denial of a claim:
 - (a) Claim not timely submitted;
 - (b) Loss fully covered by private insurance;
 - (c) Claimant ineligible under the terms of this policy;
 - (d) Loss caused by an irresponsible act of the claimant, claimant's employee or agent, or member of claimant's household;
 - (f) Loss eligibility unsubstantiated;
 - (g) Any other conditions or criteria determined as appropriate by the City.
 - 4. The following shall result in reduction of payment:
 - (a) Loss partially covered by private insurance;
 - (b) Loss exceeds funding limits of this Policy/Resolution;
 - (c) Verification of loss inadequate or incomplete;
 - (d) Claimant did not cause the problem but failed to act responsibly to minimize the loss;
 - (e) Property sewer bills are not current;

- (f) There exist outstanding amounts owed to the City associated with the property or property owner (any payment by the City will be reduced by outstanding amounts owed);
- (g) Loss for an occurrence exceeds financial parameters established by the City Council;
- (h) Any other conditions or criteria determined as appropriate by the City.

- L. A property owner receiving reimbursement under this program may be encouraged to install a sewer backflow prevention device. The cost of the device and its installation is eligible for reimbursement under this program.
- M. Tenant and Property Owner Claims: Claims from a tenant and property owner that were affected by the same backup will be received separately, but will jointly be restricted to the \$7,500 limit including no more than \$1,000 for personal property and possessions. The City will determine a fair and equitable way of allocating the funds per lateral.
- N. Cleanup costs and real property damages are reimbursable up to one-hundred percent (100%) of the cost. Mechanical equipment essential to the habitation of the residence is reimbursable up to fair market value, as determined by the City. Personal property and possessions are reimbursable up to fifty percent (50%) of replacement cost, as determined by the City.

4.2 Cleanup of Real and Personal Property:

- A. Upon discovering a break, leak, backup or other failure of City facilities, or any damage resulting from the same, a property owner shall immediately notify the Public Works Wastewater Utility of such event.
- B. Upon notification of the occurrence of the event, Public Works will respond as determined appropriate and as resources allow.
- C. To request reimbursement for damaged property or other loss, related to a sewer backup, the property owner must complete a Notice of Claim form and file it with the City Clerk. Once the claim is filed, City staff and the City's agents will review and investigate it, and determine compensability.
- D. In the event the property owner engages the services of a cleanup/mitigation contractor the City may reimburse the property owner for actual expenses incurred by the property owner, but only up to the amount the City or its agents determine is reasonable and appropriate. All documentation of loss, damage, and mitigation expenses must be provided to the City or its agents in a media and format requested by the City or its agents.
- E. This Policy does not cover alleged damages for personal injury.

F. In no event shall the reimbursement total exceed \$7,500 per lateral for cleanup, other mitigation services, repair, and damaged real or personal property.

4.3. This is a one-time sewer backup reimbursement. This reimbursement applies to a building and the property owner(s) at the time of the event. Subsequent sewer backups at building, while owned by the same property owner(s), will not be eligible for reimbursement.

4.4 Payment does not imply liability.

A. Any payment made under this Policy shall not be construed as an admission of nor does it imply any negligence or responsibility on the part of the City for such damage. Any payment made under this Policy is strictly voluntary on the part of the City.

B. Any payment made under this Policy and accepted shall constitute a full and complete release of any and all claims against the City, its officers, employees and agents arising from the incident. No payments shall be made unless the appropriate parties sign a release, approved by the City Attorney, of all claims against the City.

4.5. Notwithstanding any other provisions of this Policy, no claim shall be accepted from the United States or any of its departments or agencies, the state or any political subdivision, the University of Wisconsin-Whitewater, the Whitewater Unified School District, or any other taxing district.



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04/07/2016**

ITEM: **Fire Protection & EMS Agreement**

PRESENTER: **City Manager & City Attorney**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

The included agreement for fire protection and EMS services was drafted after multiple meetings and discussions with the FIRE/EMS Task Force and city and fire department staff. Details related to in-kind services provided to the fire department by the City will come back for approval as an addendum to this agreement.

Staff is working with officers in the fire department currently to complete the addendum. However, staff is requesting this agreement be approved at this time due to the expiration of the former agreement in March.

BUDGET IMPACT, IF ANY: **None**

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

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

RECOMMENDED MOTION: **Motion to approve the proposed agreement for fire protection and emergency medical services with Whitewater Fire Department, Inc. with the understanding that an addendum to the said agreement will return for approval by May 3, 2016.**

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

Proposed Agreement (with tracked changes)

Proposed Agreement (clean draft) and Exhibits (excluding the service area map)

FOR MORE INFORMATION CONTACT:

Cameron Clapper, cclapper@whitewater-wi.gov, 262-473-0101.

FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN
THE CITY OF WHITEWATER AND THE WHITEWATER FIRE DEPARTMENT, INC.

THIS FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the City of Whitewater, a Wisconsin municipal corporation ("City"), and the Whitewater Fire Department, Inc. ("Fire Department").

RECITALS

WHEREAS, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, residents of rural areas, and visitors to the City of Whitewater, finds it necessary to provide to the City fire protection and emergency medical services, and

WHEREAS, the Fire Department has for many years provided fire protection and emergency medical services to the City, and

WHEREAS, the City and the Fire Department believe it is in the City and Fire Department's best interests to have an agreement for fire protection and emergency medical services in effect, and

WHEREAS it is anticipated that the Fire Department will also enter into contracts with other municipalities to provide services, and

WHEREAS, the Fire Department is willing to provide the fire protection and emergency medical services to the City upon the terms and conditions hereinafter set forth, and

WHEREAS, the City recognizes that the services to be provided by the Fire Department are subject to the inherent limitations of personnel and resources of the organization.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

AGREEMENT

1. ~~Services to be provided by the~~ Fire Department Commitments.

a. The Fire Department will faithfully and to the best of its ability provide and furnish fire protection and emergency medical services to the City of Whitewater, and to rural areas that have contracted for fire protection and emergency medical services. These services shall include, but are not limited to, fire suppression, emergency medical services and technical rescue, including auto extraction. A map showing the areas entitled to service under this Agreement is attached hereto.

b. The Fire Department will provide fire inspection services and public fire education services on behalf of the City. The Fire Department shall provide inspection

services for all public buildings and places of employment within the geographical boundaries of the City of Whitewater.

c. Beginning in 2016 (for the 2017 budget year) the Fire Department agrees to annually establish a Fire Department budget for the succeeding calendar year. The Fire Department shall provide an initial budget estimate to the City no later than July 1 each year for the succeeding calendar year prior to the approval of the Fire Department budget by the City. The City Manager and the Fire Chief shall meet for the purpose of reviewing the proposed Fire Department budget for the succeeding year. The purpose of this meeting is to receive comment from the Fire Department as to the budget, however, it is the express understanding of both parties that the final and sole authority of the determination as to the amount of the City's contribution to the Fire Department budget and its component parts shall be vested with the City Council.

d. Starting in 2018(for 2017), the Fire Department shall annually on or before May 15 of each calendar year furnish to the City an itemization of Fire Department expenditures of Public funds for the preceding calendar year.

e. Starting in 2018(for 2017), the Fire Department shall annually on or before May 15 of each calendar year furnish to the City a summary of its activities for the preceding year setting out:

- (i) The number of emergency calls responded to and the number of inspections performed
- (ii) Response times for emergency medical service and fire calls including time from call to time the vehicle left the station and time the vehicle arrived at the scene
- (iii) A breakdown of type of call (for example, structure fire, grass fire, false alarm) and for fire calls and for emergency medical service whether the call concerned a motor vehicle accident, or arrest related matter, other trauma or no transport, etc.)
- (iv) Any other quality assurance data that is reasonably available for both fire and emergency medical service calls.
- (v) The City of Whitewater Director of Information Technology will provide assistance to the Fire Department for the initial implementation of systems and ongoing support necessary for the Fire Department to provide the above information.

f. The Fire Department agrees to maintain a Board of Directors charged with the stewardship and longevity of the organization. The Board of Directors shall have full power and authority to manage the administrative affairs of the Whitewater Fire Department on behalf of the membership. The Board of Directors shall be the governing body of the Whitewater Fire Department. The Board of Directors will consist of seven Voting members as follows:

- (i) Three Fire Division members – elected by Whitewater Fire Department membership

- (ii) Three Emergency Medical Services Division members – elected by Whitewater Fire Department membership
- (iii) Common Council Representative non-fire member – elected by the Common Council
- (iv) The Fire Chief, the Assistant Chief EMS, and City Manager will be ex officio non-voting members

The Board of Directors shall have the power to interview, validate the qualifications of, and select the candidates for the Fire Chief and Fire Officer positions. Those candidates will then be presented to the Fire Department members for election to office. The Board shall also confirm all appointments to offices (other than Fire Chief and Fire Officers) and other positions in the Department.

g. The Whitewater Fire Department shall allow both firefighter division members and emergency medical service division members to have equal voting rights.

h. The Fire Department agrees to compensate its members in compliance with the terms of Exhibit D. The compensation amounts in schedule D shall be reviewed by the parties annually during the budget process for possible adjustments.

2. City Commitments.

a. Beginning in 2016 (for the 2017 budget year), the City agrees to annually establish a Fire Department budget for the succeeding calendar year, and provide funding as set forth in the budget. The City shall pay for all fire inspections performed by the Fire Department within the City limits. The City's funding shall include the full amount of the 2% fire dues and the full amount of payment for municipal services (P.M.S.) for fire services from the State of Wisconsin received by the City.

b. Beginning in 2016 (for the 2017 budget year), annually on or before July ~~1st, prior to the approval of the Fire Department budget by the City~~ 15th, the City Manager shall meet with the Fire Chief for the purpose of reviewing the proposed Fire Department budget for the succeeding year.

c. ~~The City agrees to carry insurance coverage as has been the custom and practice of the City on activities of the fire fighting unit and the emergency medical services unit, including liability and worker's compensation insurance. The City shall also continue its contributions to the existing length of service award (LOSA) plan and pay for disability supplemental coverage (which includes coverage for preexisting conditions) to the existing worker's compensation insurance. The Fire Department shall have the right to approve the supplemental coverage plan.~~

d. The City will provide Human Resources, Information Technology, payroll, billing and accounting services for the Fire Department ~~consistent with those provided in the past~~. The City will establish a separate account for all Fire Department income and payments. Beginning ~~in 2017~~ immediately, all Fire Department income ~~(except for~~

~~fundraising~~) shall be deposited into the account and all Fire Department expenses shall be paid out of the account, if sufficient funds are available.

e. The City shall provide the Fire Department with facilities in the City of Whitewater Municipal Building to house and operate its services as has been the custom and practice in the past.

f. The City shall continue its practice of allowing City employees, who are also Fire Department members to respond to emergency calls during working hours and shall continue to pay them their normal salary or wage during that time.

g. The City shall allow City employees to attend training events during working hours, without the requirement to take vacation time or other time for this purpose. If the City employee is paid by the City, the employee shall not be compensated for the same time period by the Fire Department. This benefit shall be limited to 40 hours per calendar year and is subject to pre-approval of the City Manager and Fire Chief.

h. The City hereby acknowledges that the City and Fire Department have negotiated a compensation schedule that is set forth in the signed and dated Exhibit D and that the Fire Department will pay its members in compliance with the schedule.

3. For the year 2016, the City has contracted with townships to provide emergency medical services to them and the Fire Department has contracted with townships to provide fire protection services. For the balance of 2016, the City will receive the funds that are paid by the towns and on behalf of individuals ~~for-receiving~~ emergency medical services and ~~the Fire Department will receive~~ the funds ~~paid by~~ townships ~~for~~ fire protection services. Beginning in 2017, the Fire Department will contract with townships for both fire and emergency medical services and all of the payments made by the townships and other parties shall be paid into the Fire Department account maintained by the City.

4. Ownership of fire-fighting equipment vehicles, apparatus and facilities.

a. The vehicles, equipment and apparatus and facilities used by the Fire Department listed on Exhibit A are the solely owned property of the City, and all such property is titled in the City, or leased to the City. Nothing in this agreement shall be construed or interpreted to grant the Fire Department any right, title, lien or interest equitable otherwise in any of the equipment, vehicles, apparatus, tools, and materials listed on Exhibit A.

b. The vehicles, equipment and apparatus and facilities used by the Fire Department listed on Exhibit B are the solely owned property of the Fire Department. Nothing in this agreement shall be construed or interpreted to grant the City any right, title, lien or interest equitable otherwise in any of the equipment, vehicles, apparatus, tools, and materials listed on Exhibit B.

c. The vehicles, equipment and apparatus and facilities used by the Fire Department listed on Exhibit C are the jointly owned property of the City and Fire

Department, and all such property is titled in the City. Nothing in this agreement shall be construed or interpreted to grant any party any right, title, lien or interest equitable otherwise in any of the equipment, vehicles, apparatus, tools, and materials listed other than that shown on Exhibits A, B and C.

5. Insurance.

Formatted: Heading 1

The City and Fire Department will review coverage options for liability, property, worker's compensation, and other insurance necessary for the operation of the Fire Department and will agree on the purchase of insurance after carefully considering coverage options and the cost of the coverage. The City agrees that the coverage will include a disability supplemental coverage to the worker's compensation coverage that has coverage for pre-existing conditions. If the coverage is through the City's general insurer (currently CVMIC), the City will pay for the charges. If it is through a separate company, the premiums will be paid out of the Fire Department account maintained by the City, which is described in Section 2d. in this Agreement.

5-6. Acquisition of fire vehicles and equipment.

a. Starting in 2016, the Fire Chief shall create a 20-year equipment plan for the Fire Department showing proposed vehicle and equipment purchases with an expected cost of \$10,000 or more and update it annually. The Fire Chief shall submit the final equipment plan to the City Manager by September 1, 2016. The final decision to acquire any type of vehicle or equipment which is to be paid for by the City is within the sole discretion of the City Council.

6-7. Fire station capital improvements.

a. The Fire Chief shall create a five-year capital improvement plan for any Fire Station capital improvements of an expected cost of \$10,000 or more, and update it annually. The Fire Chief shall submit the updated capital improvement plan to the City Manager by April 1 of each year.

b. Any final decision to undertake any capital improvements to the fire station facilities shall be made by the City Council.

7-8. Nondiscrimination.

a. Nondiscrimination in Employment. In the performance of this Agreement, the Fire Department shall comply with all applicable local, state, and federal laws related to employment discrimination.

b. Nondiscrimination in Services. In the performance of this Agreement, the Fire Department will not discriminate against any recipient of Services. The Fire Department shall comply with all applicable local, state, and federal laws related to discrimination.

c. If any subcontracting is authorized by the City under this Agreement, the Fire Department shall ensure that its agreement with such subcontractor includes provisions requiring such subcontractor to comply the provisions of this section.

8-9. Assignment/Subcontracting.

a. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

b. The Fire Department shall not assign this Agreement or any portion of this Agreement without the prior written consent of the City.

c. The Fire Department may not subcontract performance of the Services under this Agreement without the written consent of the City.

d. The Fire Department shall require each permitted subcontractor to be bound by each applicable provision of this Agreement and to assume toward the City all of the obligations and responsibilities that Fire Department assumes toward the City.

9-10. Changes.

Either Party may request changes to this Agreement; however, no change or addition to this Agreement shall be valid or binding upon either Party unless such change or addition is in writing and signed by the Parties.

10-11. Maintenance and Inspection of Records.

a. The Fire Department shall maintain books, records, and documents, which accurately reflect all direct and indirect costs related to the use of City of Whitewater provided funds and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid ~~to it~~ by the City pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City or other governmental officials authorized by law to monitor this Agreement. The Fire Department shall cooperate fully with any open records requests issued directly to it or to the City.

b. The Fire Department shall retain all books, records, documents, and other material relevant to this agreement for six (6) years after its expiration. The City or other governmental officials authorized by law to monitor this Agreement shall have full access and right to examine such retained materials at all reasonable times during said period.

c. The City shall maintain books, records, and documents, which accurately reflect all gross revenues ~~received for emergency medical and technical rescue services related to the Fire Department~~ and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all revenues paid to it pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the Fire Department or other governmental officials authorized by law to monitor

this Agreement. The City shall cooperate fully with any open records requests issued directly to it. For the 2016 fiscal year and thereafter, the City shall provide the Fire Department with a summary of all gross revenues and expenses pursuant to this agreement. Any remaining revenues received by the City pursuant to this agreement over and above costs will be designated for ~~the~~ Fire Department use.

11.12. Termination.

a. Termination for Convenience. Either party may terminate this Agreement at any time upon one hundred-eighty (180) days' prior written notice to the other party.

b. Termination for Cause. Either Party may terminate this Agreement immediately upon the delivery of written notice to the other Party if the other Party breaches any material provision of this Agreement and fails or is otherwise unable to cure such breach within thirty (30) days of receipt of written notice of such breach from the non-breaching Party.

12.13. Term of Contract

The term of this contract shall be from ~~the date both parties have signed it March 4, 2016~~ through February 28, 2021 ~~commencing after execution by City and Fire Department officers~~, unless sooner terminated or extended, in whole or part, as provided in this Agreement.

13.14. Notice.

Notices required under this Agreement shall be in writing and delivered (a) in person, or (b) by overnight courier or certified mail to the applicable Party at the address set forth below or any other address as such Party may specify by written notice to the other Party:

If to Fire Department:

**Fire Chief
312 W. Whitewater Street
Whitewater, WI 53190**

If to City:

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

14.15. Survival.

The expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth herein which (i) the Parties have expressly

agreed will survive any such expiration or termination, or (ii) by their nature would be intended to be applicable following any such expiration or termination.

15,16. Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by the laws of the State of Wisconsin, without regard to conflicts of law principles.

16,17. Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the Parties acknowledge and agree that (i) such invalidity or unenforceability shall not affect any other provision of this Agreement, (ii) the remaining terms, covenants and conditions hereof shall remain in full force and effect, and (iii) any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable.

17,18. Entire Agreement/Waiver.

This Agreement sets forth the entire agreement of the Parties with respect to its subject matter and supersedes any prior agreements between the Parties with respect to its subject matter. The failure of a Party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.

18,19. No Third Party Beneficiaries.

This Agreement is entered into for the sole and exclusive benefit of the parties hereto. No third party shall have, obtain or derive from this Agreement any rights or other benefits or interests, under any laws or otherwise.

19,20. Exculpatory Provision.

The parties to this Agreement expressly acknowledge and agree that, anything herein to the contrary notwithstanding, that no officer, director, employee, agent, or official (elected or appointed) of any party hereto shall have any personal liability or obligation arising out of this Agreement, and no party hereto shall make any claim to the contrary.

20,21. Rules of Construction/Conduct.

The Parties to this Agreement further acknowledge and agree that this Agreement is a good faith attempt to memorialize the intent of the parties that in the course of its preparation, each party has been adequately and fully represented and that, accordingly, rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply. In addition, the parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in a spirit of cooperation consistent with

the intent of the Agreement and with the aim of benefitting the entire Whitewater area community.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the Effective Date.

City:

CITY OF WHITEWATER

BY _____
Cameron Clapper, City Manager Date

BY _____
Michele Smith, City Clerk Date

Fire Department:

WHITEWATER FIRE DEPARTMENT, INC.

BY _____
Date

BY _____
Date

BY _____
Date

BY _____
Date

NOTE: I NEED NAMES AND TITLES OF OFFICERS WHO WILL SIGN ON BEHALF OF THE FIRE DEPARTMENT

FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN
THE CITY OF WHITEWATER AND THE WHITEWATER FIRE DEPARTMENT, INC.

THIS FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the City of Whitewater, a Wisconsin municipal corporation ("City"), and the Whitewater Fire Department, Inc. ("Fire Department").

RECITALS

WHEREAS, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, residents of rural areas, and visitors to the City of Whitewater, finds it necessary to provide to the City fire protection and emergency medical services, and

WHEREAS, the Fire Department has for many years provided fire protection and emergency medical services to the City, and

WHEREAS, the City and the Fire Department believe it is in the City and Fire Department's best interests to have an agreement for fire protection and emergency medical services in effect, and

WHEREAS it is anticipated that the Fire Department will also enter into contracts with other municipalities to provide services, and

WHEREAS, the Fire Department is willing to provide the fire protection and emergency medical services to the City upon the terms and conditions hereinafter set forth, and

WHEREAS, the City recognizes that the services to be provided by the Fire Department are subject to the inherent limitations of personnel and resources of the organization.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

AGREEMENT

1. Fire Department Commitments.

a. The Fire Department will faithfully and to the best of its ability provide and furnish fire protection and emergency medical services to the City of Whitewater, and to rural areas that have contracted for fire protection and emergency medical services. These services shall include, but are not limited to, fire suppression, emergency medical services and technical rescue, including auto extraction. A map showing the areas entitled to service under this Agreement is attached hereto.

b. The Fire Department will provide fire inspection services and public fire education services on behalf of the City. The Fire Department shall provide inspection

services for all public buildings and places of employment within the geographical boundaries of the City of Whitewater.

c. Beginning in 2016 (for the 2017 budget year) the Fire Department agrees to annually establish a Fire Department budget for the succeeding calendar year. The Fire Department shall provide an initial budget estimate to the City no later than July 1 each year for the succeeding calendar year prior to the approval of the Fire Department budget by the City. The City Manager and the Fire Chief shall meet for the purpose of reviewing the proposed Fire Department budget for the succeeding year. The purpose of this meeting is to receive comment from the Fire Department as to the budget, however, it is the express understanding of both parties that the final and sole authority of the determination as to the amount of the City's contribution to the Fire Department budget and its component parts shall be vested with the City Council.

d. Starting in 2018(for 2017), the Fire Department shall annually on or before May 15 of each calendar year furnish to the City an itemization of Fire Department expenditures of Public funds for the preceding calendar year.

e. Starting in 2018(for 2017), the Fire Department shall annually on or before May 15 of each calendar year furnish to the City a summary of its activities for the preceding year setting out:

- (i) The number of emergency calls responded to and the number of inspections performed
- (ii) Response times for emergency medical service and fire calls including time from call to time the vehicle left the station and time the vehicle arrived at the scene
- (iii) A breakdown of type of call (for example, structure fire, grass fire, false alarm) and for fire calls and for emergency medical service whether the call concerned a motor vehicle accident, or arrest related matter, other trauma or no transport, etc.)
- (iv) Any other quality assurance data that is reasonably available for both fire and emergency medical service calls.
- (v) The City of Whitewater Director of Information Technology will provide assistance to the Fire Department for the initial implementation of systems and ongoing support necessary for the Fire Department to provide the above information.

f. The Fire Department agrees to maintain a Board of Directors charged with the stewardship and longevity of the organization. The Board of Directors shall have full power and authority to manage the administrative affairs of the Whitewater Fire Department on behalf of the membership. The Board of Directors shall be the governing body of the Whitewater Fire Department. The Board of Directors will consist of seven Voting members as follows:

- (i) Three Fire Division members – elected by Whitewater Fire Department membership

- (ii) Three Emergency Medical Services Division members – elected by Whitewater Fire Department membership
- (iii) Common Council Representative non-fire member – elected by the Common Council
- (iv) The Fire Chief, the Assistant Chief EMS, and City Manager will be ex officio non-voting members

The Board of Directors shall have the power to interview, validate the qualifications of, and select the candidates for the Fire Chief and Fire Officer positions. Those candidates will then be presented to the Fire Department members for election to office. The Board shall also confirm all appointments to offices (other than Fire Chief and Fire Officers) and other positions in the Department.

g. The Whitewater Fire Department shall allow both firefighter division members and emergency medical service division members to have equal voting rights.

h. The Fire Department agrees to compensate its members in compliance with the terms of Exhibit D. The compensation amounts in schedule D shall be reviewed by the parties annually during the budget process for possible adjustments.

2. City Commitments.

a. Beginning in 2016 (for the 2017 budget year), the City agrees to annually establish a Fire Department budget for the succeeding calendar year, and provide funding as set forth in the budget. The City shall pay for all fire inspections performed by the Fire Department within the City limits. The City's funding shall include the full amount of the 2% fire dues and the full amount of payment for municipal services (P.M.S.) for fire services from the State of Wisconsin received by the City.

b. Beginning in 2016 (for the 2017 budget year), annually on or before July 15th, the City Manager shall meet with the Fire Chief for the purpose of reviewing the proposed Fire Department budget for the succeeding year.

c. The City shall continue its contributions to the existing length of service award (LOSA) plan.

d. The City will provide Human Resources, Information Technology, payroll, billing and accounting services for the Fire Department. The City will establish a separate account for all Fire Department income and payments. Beginning immediately, all Fire Department income shall be deposited into the account and all Fire Department expenses shall be paid out of the account, if sufficient funds are available.

e. The City shall provide the Fire Department with facilities in the City of Whitewater Municipal Building to house and operate its services as has been the custom and practice in the past.

f. The City shall continue its practice of allowing City employees, who are also Fire Department members to respond to emergency calls during working hours and shall continue to pay them their normal salary or wage during that time.

g. The City shall allow City employees to attend training events during working hours, without the requirement to take vacation time or other time for this purpose. If the City employee is paid by the City, the employee shall not be compensated for the same time period by the Fire Department. This benefit shall be limited to 40 hours per calendar year and is subject to pre-approval of the City Manager and Fire Chief.

h. The City hereby acknowledges that the City and Fire Department have negotiated a compensation schedule that is set forth in the signed and dated Exhibit D and that the Fire Department will pay its members in compliance with the schedule.

3. For the year 2016, the City has contracted with townships to provide emergency medical services to them and the Fire Department has contracted with townships to provide fire protection services. For the balance of 2016, the City will receive the funds that are paid by the towns and on behalf of individuals receiving emergency medical services and the funds paid by townships for fire protection services. Beginning in 2017, the Fire Department will contract with townships for both fire and emergency medical services and all of the payments made by the townships and other parties shall be paid into the Fire Department account maintained by the City.

4. Ownership of fire-fighting equipment vehicles, apparatus and facilities.

a. The vehicles, equipment and apparatus and facilities used by the Fire Department listed on Exhibit A are the solely owned property of the City, and all such property is titled in the City, or leased to the City. Nothing in this agreement shall be construed or interpreted to grant the Fire Department any right, title, lien or interest equitable otherwise in any of the equipment, vehicles, apparatus, tools, and materials listed on Exhibit A.

b. The vehicles, equipment and apparatus and facilities used by the Fire Department listed on Exhibit B are the solely owned property of the Fire Department. Nothing in this agreement shall be construed or interpreted to grant the City any right, title, lien or interest equitable otherwise in any of the equipment, vehicles, apparatus, tools, and materials listed on Exhibit B.

c. The vehicles, equipment and apparatus and facilities used by the Fire Department listed on Exhibit C are the jointly owned property of the City and Fire Department, and all such property is titled in the City. Nothing in this agreement shall be construed or interpreted to grant any party any right, title, lien or interest equitable otherwise in any of the equipment, vehicles, apparatus, tools, and materials listed other than that shown on Exhibits A, B and C.

5. Insurance.

The City and Fire Department will review coverage options for liability, property, worker's compensation, and other insurance necessary for the operation of the Fire Department and will agree on the purchase of insurance after carefully considering coverage options and the cost of the coverage. The City agrees that the coverage will include a disability supplemental coverage to the worker's compensation coverage that has coverage for pre-existing conditions. If the coverage is through the City's general insurer (currently CVMIC), the City will pay for the charges. If it is through a separate company, the premiums will be paid out of the Fire Department account maintained by the City, which is described in Section 2d. in this Agreement.

6. Acquisition of fire vehicles and equipment.

a. Starting in 2016, the Fire Chief shall create a 20-year equipment plan for the Fire Department showing proposed vehicle and equipment purchases with an expected cost of \$10,000 or more and update it annually. The Fire Chief shall submit the final equipment plan to the City Manager by September 1, 2016. The final decision to acquire any type of vehicle or equipment which is to be paid for by the City is within the sole discretion of the City Council.

7. Fire station capital improvements.

a. The Fire Chief shall create a five-year capital improvement plan for any Fire Station capital improvements of an expected cost of \$10,000 or more, and update it annually. The Fire Chief shall submit the updated capital improvement plan to the City Manager by April 1 of each year.

b. Any final decision to undertake any capital improvements to the fire station facilities shall be made by the City Council.

8. Nondiscrimination.

a. Nondiscrimination in Employment. In the performance of this Agreement, the Fire Department shall comply with all applicable local, state, and federal laws related to employment discrimination.

b. Nondiscrimination in Services. In the performance of this Agreement, the Fire Department will not discriminate against any recipient of Services . The Fire Department shall comply with all applicable local, state, and federal laws related to discrimination.

c. If any subcontracting is authorized by the City under this Agreement, the Fire Department shall ensure that its agreement with such subcontractor includes provisions requiring such subcontractor to comply the provisions of this section.

9. Assignment/Subcontracting.

a. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

b. The Fire Department shall not assign this Agreement or any portion of this Agreement without the prior written consent of the City.

c. The Fire Department may not subcontract performance of the Services under this Agreement without the written consent of the City.

d. The Fire Department shall require each permitted subcontractor to be bound by each applicable provision of this Agreement and to assume toward the City all of the obligations and responsibilities that Fire Department assumes toward the City.

10. Changes.

Either Party may request changes to this Agreement; however, no change or addition to this Agreement shall be valid or binding upon either Party unless such change or addition is in writing and signed by the Parties.

11. Maintenance and Inspection of Records.

a. The Fire Department shall maintain books, records, and documents, which accurately reflect all direct and indirect costs related to the use of City of Whitewater provided funds and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid by the City pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City or other governmental officials authorized by law to monitor this Agreement. The Fire Department shall cooperate fully with any open records requests issued directly to it or to the City.

b. The Fire Department shall retain all books, records, documents, and other material relevant to this agreement for six (6) years after its expiration. The City or other governmental officials authorized by law to monitor this Agreement shall have full access and right to examine such retained materials at all reasonable times during said period.

c. The City shall maintain books, records, and documents, which accurately reflect all gross revenues related to the Fire Department and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all revenues paid to it pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the Fire Department or other governmental officials authorized by law to monitor this Agreement. The City shall cooperate fully with any open records requests issued directly to it. For the 2016 fiscal year and thereafter, the City shall provide the Fire Department with a summary of all gross revenues and expenses pursuant to this agreement. Any remaining revenues received by the City pursuant to this agreement over and above costs will be designated for Fire Department use.

12. Termination.

a. Termination for Convenience. Either party may terminate this Agreement at any time upon one hundred-eighty (180) days' prior written notice to the other party.

b. Termination for Cause. Either Party may terminate this Agreement immediately upon the delivery of written notice to the other Party if the other Party breaches any material provision of this Agreement and fails or is otherwise unable to cure such breach within thirty (30) days of receipt of written notice of such breach from the non-breaching Party.

13. Term of Contract

The term of this contract shall be from the date both parties have signed it through February 28, 2021, unless sooner terminated or extended, in whole or part, as provided in this Agreement.

14. Notice.

Notices required under this Agreement shall be in writing and delivered (a) in person, or (b) by overnight courier or certified mail to the applicable Party at the address set forth below or any other address as such Party may specify by written notice to the other Party:

If to Fire Department:

**Fire Chief
312 W. Whitewater Street
Whitewater, WI 53190**

If to City:

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

15. Survival.

The expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth herein which (i) the Parties have expressly agreed will survive any such expiration or termination, or (ii) by their nature would be intended to be applicable following any such expiration or termination.

16. Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by the laws of the State of Wisconsin, without regard to conflicts of law principles.

17. Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the Parties acknowledge and agree that (i) such invalidity or unenforceability shall not affect any other provision of this Agreement, (ii) the remaining terms, covenants and conditions hereof shall remain in full force and effect, and (iii) any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable.

18. Entire Agreement/Waiver.

This Agreement sets forth the entire agreement of the Parties with respect to its subject matter and supersedes any prior agreements between the Parties with respect to its subject matter. The failure of a Party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.

19. No Third Party Beneficiaries.

This Agreement is entered into for the sole and exclusive benefit of the parties hereto. No third party shall have, obtain or derive from this Agreement any rights or other benefits or interests, under any laws or otherwise.

20. Exculpatory Provision.

The parties to this Agreement expressly acknowledge and agree that, anything herein to the contrary notwithstanding, that no officer, director, employee, agent, or official (elected or appointed) of any party hereto shall have any personal liability or obligation arising out of this Agreement, and no party hereto shall make any claim to the contrary.

21. Rules of Construction/Conduct.

The Parties to this Agreement further acknowledge and agree that this Agreement is a good faith attempt to memorialize the intent of the parties that in the course of its preparation, each party has been adequately and fully represented and that, accordingly, rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply. In addition, the parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in a spirit of cooperation consistent with the intent of the Agreement and with the aim of benefitting the entire Whitewater area community.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the Effective Date.

City:

CITY OF WHITEWATER

BY _____
Cameron Clapper, City Manager Date

BY _____
Michele Smith, City Clerk Date

Fire Department:

WHITEWATER FIRE DEPARTMENT, INC.

BY _____
Date

BY _____
Date

BY _____
Date

BY _____
Date

Exhibit A

Items owned by the City of Whitewater

Apparatus:

- 1271
- 1221
- 1220
- 1250
- 1280
- 1281
- 1282
- 1283
- 1275
- 106
- All EMS Supplies & Equipment

Exhibit B

Items owned by the Whitewater Volunteer Fire Department

Apparatus:

- 1270
- 1240
- 1230
- 1232
- 1223
- 1260
- Legacy Apparatus:
 - 1240
 - 1931 GMC
- Trailer
- Boats
- Polaris
- MedBed
- Eagle Breathing Air System
- Hose Cart
- SCBA Systems

Exhibit C

Items owned jointly by the Whitewater Volunteer Fire Department & the City of Whitewater

- Fire Hoses and Nozzles
- Turnout Gear/Bunkers
- Firefighting Hand Tools
- Communication equipment

Exhibit D

Hourly Pay Rate

Fire Department and EMS Regular Rates for Fire and EMS Calls

Fire Command

- Chief: \$19 per hour
- 1st Asst. Chief: \$17 per hour
- 2nd Asst. Chief: \$17 per hour
- EMS Captain: \$14 per hour

Officers

- Captain: \$12 per hour
- Fire Lieutenant: \$12 per hour
- EMS Lieutenant: \$13 per hour

General Fire Member

- Firefighter: \$12 per hour
- EMT: \$12 per hour
- Fire Inspector: \$15 per hour

Technical Rescue

- Captain: \$13 per hour
- Lieutenant: \$13 per hour
- Firefighter: \$12 per hour

EMS Transport Rates

- EMT-I: \$20 per hour
- EMT-B: \$17.50perhour
- Driver: \$16 per hour

EMS On Call Rates

- All Members: \$2 per hour

Public Education

- Member regular hourly rate plus applicable special assignment rate

Special Assignment Rates

Fire Equipment Maintenance:

- Add \$1 per hour to regular rate
- \$100/month stipend

EMS Equipment Maintenance

- Add \$1 per hour to regular rate
- \$ 100/month stipend

Fire Apparatus/Equipment Checks

- Add \$1 per hour to regular rate
- •\$50/month stipend

Technical Rescue Equipment Maintenance

- Add \$ 1 per hour to regular Technical Rescue rate
- \$25/month stipend

Exhibit D (continued)

Member hourly pay for emergency calls will commence from time of page-out with a 1 hour minimum and ¼ hour increments thereafter. Hourly pay will end when the member and/or call is released by Incident Command or EMS Command/Crew Leader. Reasonable measures will be taken to ensure that an emergency call is concluded in a timely manner.

Current EMS transport and on call rules will continue to apply.

Current EMS standby agreements with University will continue to apply.

The Whitewater Volunteer Fire Department takes great pride in the history and tradition of service provided to our community. We will continue to show our pride in the care and concern for our members, our station and our apparatus. As a result, members that have responded to the station for an emergency call and are put on a standby status will be required to perform station duties in order to receive the minimum 1 hour pay.

Members who arrive at the station for a call and are designated by Incident Command as standby must remain at the station until released by Incident Command or the when the call ends.

Members will receive a maximum of 1 hour regular pay, plus any applicable Special Assignment Rate, for attendance at all regular and special Fire Department meetings, all Fire Department training and all other related fire training.

Fire Command shall receive pay at their regular rates for municipal meetings.

Fire Members called to testify in a court of law by subpoena will receive their regular hourly rate, plus any applicable Special Assignment Rate.

Time spent on Fire Department and EMS business and activities not specifically set forth above shall not be compensated.

City:

CITY OF WHITEWATER

BY _____
Cameron Clapper, City Manager Date

BY _____
Michele Smith, City Clerk Date

Fire Department:

WHITEWATER FIRE DEPARTMENT, INC.

BY _____ Date

BY _____ Date

BY _____ Date

BY _____ Date



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04/07/2016**

ITEM: **Oak St. Lift Station Control Panel Upgrade**

PRESENTER: **Assistant City Manager**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

Oak St. lift station, along with all its equipment, was last rehabilitated in 1988 from its original construction in 1953. Since that time there have been no major upgrades to the electrical equipment at this location. All other lift stations, with the exception of Clay St., have been upgraded to a Programmable Logic Controller (PLC) and interface which allows for an increased level of data communication. This equates to better troubleshooting capabilities, real-time level monitoring, well defined alarm notifications and ultimately increased reliability. The existing controller at this location is no longer available should a failure occur. Additionally, and as part of this upgrade, a new level indicator will also be needed.

BUDGET IMPACT, IF ANY: This item has been on the CIP horizon for quite some time. \$23,000 dollars have been budgeted for this control upgrade.

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

STAFF RECOMMENDATION: Staff is recommending approval of the upgrades to Oak St. lift station in the amount of \$21,285.00 with Altronex Control System/LW Allen, Inc. of Madison, WI. Altronex has worked with the City on all electrical controls for lift stations and facility needs for over 20 years. Their reasonable pricing and excellent service has served the City well for all these years. It is our recommendation to continue with their services.

RECOMMENDED MOTION: I move to approve the upgrade to the controls at Oak St. lift station for the total amount of \$21,285.00.

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

- L.W. Allen Proposal

FOR MORE INFORMATION CONTACT:

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

PROPOSAL

Phone 608.222.8622
Fax 608.222.9414



Altronex Control Systems

A Division of L. W. Allen, Inc.

Excellence, By Design

4633 Tompkins Drive
Madison, WI 53716

Tim Reel
Whitewater Wastewater Treatment Facility
109 County Hwy. U
Whitewater, WI 53190
treel@whitewater-wi.gov

PROPOSAL ID: 15072116WMK-R1
REFERENCE: Oak St. Lift Station
LOCATION: Whitewater, WI - WWTP
BID DATE: February 18, 2016

TERMS: NET-30 DAYS PER ATTACHED TERMS AND CONDITIONS
ADDENDUM __ ACKNOWLEDGED

FREIGHT IS F.O.B. ORIGIN – ALLOWED
PRICES DO NOT INCLUDE SALES OR USE TAXES

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		L.W. Allen and its Altronex Control Systems division are pleased to provide a quotation for the following equipment and services. The existing Oak St. LS control equipment is problematic and requires an upgrade. Altronex recommends reusing the existing control panel and updating a majority of the internal control equipment as reference below. This upgrade will also install a PLC/pump controller with touchscreen to function similar to the other lift stations in your community.	
A	1	<p>OAK ST LIFT STATION CONTROL UPGRADES</p> <ol style="list-style-type: none"> 1. Install the following new equipment on new subpanel on right side of enclosure. <ol style="list-style-type: none"> a. Micrologix 1400 analog PLC/RTU/Controller b. Maple Systems 7" operator interface terminal (remove existing door mounted breaker and install at this location. Door mounted breaker will be moved to backpanel. c. Power supplies d. TVSS e. UPS System with UPS failure contact. UPS sized for all of station controls. f. MDS SD4 UHF radio 2. Replace the following with new equipment <ol style="list-style-type: none"> a. (2) HOA switches b. (2) ETMS c. (4) pilot lights d. (2) Size 1 motor starters with adjustable overloads e. (2) test switches for backup float control f. Misc. relay logic 3. Reuse and interface to the existing equipment as follows <ol style="list-style-type: none"> a. Panel heater b. Power transformer c. Main disconnect switch and fusing d. Flygt seal failure modules e. Alternator relay f. Phase monitoring relay 4. Remote devices: <ol style="list-style-type: none"> a. (2) non-mercury float switches with IS barriers for backup control b. Interface to customer's radar level transmitter. Customer to install and configure. Altronex will provide terminal blocks, land wiring and 	

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
		provide CAD drawings for interface. 5. Telemetry upgrades to interface new radio and PLC/RTU. 6. Installation and startup.	
		SCADA Programming- 1. The high float will trigger "Float Backup System Active" on initial activation. Afterwards it will serve as the start float once in backup mode. 2. The low float will serve as "Float Low Level" on initial activation. Afterwards it will act as the stop float once in backup mode. 3. Backup float system alarms are delayed to the SCADA from the float switches. This way if a high float stays high or a low float stays low for over 2 minutes, the alarm is sent to the plant dialer. Thereby while running on the backup float system you will not get the high or low alarm each time the float actuates, unless it's a true alarm. This way you still have the float alarms, and still have the float controls. 4. SCADA I/O a. Xducer low level b. Xducer high level c. Pump 1 high temp d. Pump 1 seal fail e. Pump 2 high temp f. Pump 2 seal fail g. Call to run fail for each pump h. UPS failure i. Pump 1 runtime j. Pump 1 starts k. Pump 2 runtime l. Pump 2 starts m. Lift station level n. Power fail o. Data failure	
	1	ALTRONEX PROFESSIONAL SERVICES 1. Engineering services & CAD drawings. CAD drawings will be new and incorporate all of the existing equipment. No additional station drawings will be required after upgrades. 2. Operator Interface, PLC and SCADA/HMI configuration services 3. Startup and training 4. O&M Manuals (1) copies 5. Warranty (1) year	
		TOTAL PRICE ITEM A	\$20,369
	1	Optional adder price to provide KPSI submersible level transmitter in lieu of using customer's radar level device.	\$916

ACCEPTED THIS _____ DAY OF _____, 20____

PRICE FIRM FOR 30 DAYS

NAME OF PURCHASER

SUBMITTED THIS: February 18, 2016

BY: _____
NAME & TITLE

L.W. ALLEN, INC.-BY: 
Mark Kane

Terms and Conditions

Controlling Provisions: These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide (whether received by Seller prior or subsequent to date hereof), and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Quotations and Acceptance: Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment and approval of the quotation as written and an acceptance of the Terms and Conditions hereof. Written quotations shall expire on the date specified in the quotation or, in the absence of such specification, thirty calendar days from the date issued. Seller may, by written notice, terminate a quotation at any time prior to acceptance. Any purchase order received after expiration of a quotation, which Seller honors, shall be subject to all of the Terms and Conditions hereof.

Submittal Drawings: Submittal of drawings for approval, if required, will be made after receipt of complete information from buyer. The quantity of the submittal drawings will be as specified in the contract documents. Additional sets will be supplied at \$150.00 per set. Return to Seller of one (1), final approved drawing constitutes notice to Seller to proceed with manufacturer. If this order is conditioned upon "engineer approval" Seller requires written notification from buyer in the form of approved submittal data.

Force Majeure: Seller shall not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damages suffered by the buyer due to such delay or failure, when the delay or failure is, directly or indirectly, caused by or arises from delays of suppliers or carriers or any other cause beyond Seller's control.

Prices and Taxes: All prices are F.O.B. factory unless expressly stated otherwise. Prices do not include sales, excise, municipal, state or other governmental taxes. Buyer shall be responsible for all taxes.

Credit Approval: The credit terms specified on the face hereof are subject to Seller's continuing approval of Buyer's credit. Seller may withdraw the extension of credit and require modified payment terms if, in Seller's sole judgment, Buyer's credit or financial standing is impaired to the point where Seller in good faith deems itself insecure.

Delivery: Unless otherwise specified in this quotation, delivery will be F.O.B. Seller's point of shipment. Buyer will accept delivery within twenty (20) days after Seller notifies Buyer that the equipment is ready for shipment. If Buyer does not furnish exact shipping instructions within ten (10) days after acceptance of this proposal, Seller will select, at its discretion, the means and terms of shipment. Seller will not be liable for any loss resulting from such selection. The time of delivery is an estimate only, and Seller may change such time if it does not receive the information and approvals necessary to proceed with the manufacture of equipment.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the equipment shall pass to Buyer upon delivery of the equipment to the carrier. Buyer shall immediately inspect equipment upon receipt and any damage must be noted on the carrier's bill of lading at time of receipt. Seller is not liable for any shortages or nonconformance unless notified by Buyer within 10 days of Buyer's receipt of the equipment. Buyer will make all claims for loss or damage in transit against the carrier.

Changes, Cancellations, Returns: All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation/return policies and subject to restocking fees and service charges. Authorized returned equipment must be packaged and shipped prepaid to manufacturer.

Payment: Unless the Seller extends alternative credit terms, 90% of the total purchase price is due net 30 days after delivery of equipment (but in all cases prior to field service start-up, if earlier) and the remaining 10% is due upon start-up of equipment by Seller's field technician, but in no event more than 90 days after shipment of equipment. Any balance owed by Buyer after the due date is subject to a 1.5% per month delinquency charge until paid. **FIELD START-UP SERVICE CANNOT BE AUTHORIZED WITHOUT RECEIPT OF PAYMENT IN THE AMOUNT OF 90% OF THE TOTAL PURCHASE PRICE.** If no start-up is required, 100% payment is due net 30 days from invoice date. **BUYER'S PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY.**

Indemnification and Default: In addition to all other amounts due hereunder, buyer shall reimburse Seller in full for all collection costs or changes, including reasonable attorney fees, which Seller may incur in the collection of past due amounts from buyer, including interest on overdue accounts. If buyer is in default under this or any other agreement with Seller, Seller may defer performance hereunder until such default is cured. Seller shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

Security Interest: Seller shall retain a security interest in the equipment until the full purchase price has been paid. Buyer's failure to pay any amounts due shall give Seller the right to possession and removal of the equipment after providing ten (10) days written notice. Seller's taking of such possession shall be without prejudice to any other remedies Seller may have.

Warranty and Liability: Buyer shall have such warranty rights, and only such warranty rights, as may be extended by the manufacturer of the product. The terms and conditions of any such warranty rights are set forth in the Manufacturer's Operation/Maintenance Manual which accompanies each product. Seller does not otherwise offer any guaranty or warranty for the product. Seller disclaims any and all warranties; express or implied, including the warranties of merchantability and fitness, except as may be set forth in the terms and conditions of sale in this Agreement or in any express written warranty which seller may have otherwise extended to Buyer for the product.

Seller shall not be liable for any damages, charges for labor, or expense in making repairs or adjustments to the product without prior written approval of Seller. Seller shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or service by Buyer or any third party. Seller shall not be liable for startup or any other field work performed by personnel other than authorized representatives of Seller unless expressly approved in writing in advance by Seller. Seller shall in no event be liable for any consequential, incidental or liquidated damages or penalties. Seller's liability under this Agreement shall in no event exceed the lesser of: (i) the cost of remediating any defect or deficiency in the performance of Seller hereunder; or (ii) the purchase price of the product in respect of which the claim is made.

Operation/Maintenance Manuals: Buyer's installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation in contract documents. If none specified, one will be provided at no added cost, with additional copies at \$150.00 each.



City of Whitewater Council Agenda Item Information Sheet

MEETING DATE: **04/07/2016**

ITEM: **Squad Car Purchase**

PRESENTER: **Chief Otterbacher**

PREVIOUS ACTION, IF ANY: **None**

SUMMARY OF ITEM BEING PRESENTED:

Attached are squad bids from Ketterhagen Ford of Whitewater and Havill Spoerl Ford Lincoln of Fort Atkinson. I asked for bids on the Police Interceptor (Taurus) as we are budgeted to purchase one in 2016. The prices came out as follows:

Ketterhagen: 2016 Taurus \$25,095.65

Havill Spoerl: 2016 Taurus \$27,725.00

Bids are solicited from a minimum of three vendors as required under the City's procurement policy. Ewald Automotive Group was also notified but did not provide a bid.

BUDGET IMPACT, IF ANY:

In the 2016 city budget, \$37,000 was budgeted for the Taurus and the associated changeover costs. So based on these numbers, both of the above bids will come in under the previously approved budget.

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

STAFF RECOMMENDATION: Staff recommends approval of the purchase of a 2016 Taurus as proposed from Ketterhagen Motor Sales, Inc.

RECOMMENDED MOTION: Motion to approve the purchase of a 2016 Taurus for a price of \$25,095.65 from Ketterhagen Motor Sales, Inc.

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

Bids from both Ketterhagen and Havill Spoerl.

FOR MORE INFORMATION CONTACT:

Lisa Otterbacher, lotterbacher@whitewater-wi.gov

CNGP530 VEHICLE ORDER CONFIRMATION 02/05/16 15:16:34
==> Dealer: F41117

2016 TAURUS

Page: 1 of 1

Order No: 8765 Priority: C5 Ord FIN: QI221 Order Type: 5B Price Level: 640
Ord Code: 500A Cust/Flt Name: WHITEWATER PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
P2M	AWD INTERCEPTOR	\$29085	\$26977.00	663	REAR LIGHT PKG	\$475	\$443.00
G1	SHADOW BLACK			942	RUNNING LIGHTS	50	48.00
R	CLOTH/VINYL				SP DLR ACCT ADJ		(1212.00)
W	BLACK				SP FLT ACCT CR		(378.00)
500A	EQUIP GRP				FUEL CHARGE		4.18
	.FLEX FUEL			B4A	NET INV FLT OPT	NC	7.00
99K	.3.7L TIVCT V6	NC	NC		PRICED DORA	NC	NC
44J	.6-SPD AUTO TRAN	NC	NC		DEST AND DELIV	875	875.00
13C	DARK CAR LAMP	20	19.00	TOTAL	BASE AND OPTIONS	31110	27347.18
	FRT LICENSE BKT	NC	NC	TOTAL		31110	27347.18
18L	RR DR HND INOP	35	32.00	*THIS IS NOT AN INVOICE*			
21L	SPOT LAMP DR	340	316.00				
43B	KEYED ALIKE B	50	48.00				
47J	REMAPPABLE AUD	150	141.00				
62B	TRUNK RELEASE	30	27.00				

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC06376

fmcdealr@MJ08RGV

Feb 5, 2016 2:18:28 PM

27,347.18 NET INVOICE
- 2,500.00 GOVERNMENT PRICE CONcession

24,847.18
+ 248.47 1% MARK UP (PROFIT)

\$ 25,095.65

HAVILL SPOERL

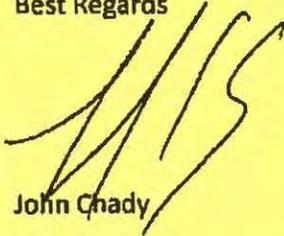
Were Your Friends

February 5, 2016

Captain Dan Meyer,

We would like to submit a quote to the City of Whitewater for a new 2016 Ford Police Interceptor Utility. It will have all Ford standard equipment plus Daytime running lights, Driver Side Spotlight, Keyed alike keys, Dark car feature, Remappable steering wheel switches and the rear lighting package. It will be Black with Ebony seats, heavy duty front / vinyl rear interior. Our price to the City of Whitewater is \$27725 plus all titling and fees.

Best Regards



John Chady

Sales Manager

Havill Spoerl Ford Lincoln



LINCOLN



MERCURY

1642 Janesville Ave.
Fort Atkinson
Wisconsin 53538
(920) 568-4444

www.havillspoerl.com