

**CITY OF WHITEWATER
COMMON COUNCIL AGENDA**

Common Council Meeting

Tuesday, February 1, 2011 – 6:30 p.m.

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

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

CONSENT AGENDA:

CA-A	Approval of Council Minutes of 01/18/2011.
CA-B	Approval of Payment of Invoices Processed through 1/26/11.
CA-C	Acknowledgment of Receipt and Filing of: *Technology Park Board Minutes of 11/10/2010 and 12/08/2010. *CDA Minutes of 12/13/10 & 12/22/10.
CA-D	Expedited approval of the following items, per city staff recommendation: O-1

REPORTS:

City Manager	1) Report on Technology Park Minutes and Innovation Center; 2) North Street Improvement Project Update.
CDA	1) Community Development Authority Quarterly Report
DTWW Director	1) Quarterly Report

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: NONE

ORDINANCES: First Reading NONE

ORDINANCES: Second Reading

*O-1	Adopting Emerald Ash Borer Management Plan (Park & Recreation Director)
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CONSIDERATIONS:

C-1	Recommendation from Community Development Authority CDA for amendment to TIF 4 (Distressed TIF) (CDA Request)
C-2	Amendment to the Strand Contract for bidding and construction services for the Wastewater Treatment Biogas Project (DPW Director Request)
C-3	Approval of Memorandum of Understanding (“MOU”) between City and CDA and Whitewater University Technology Park for Operation of Whitewater Innovation Center and Technology Park (CDA Request).
C-4	Councilmember Requests for Future Agenda Items.
C-5	Adjourn to Closed Session, NOT TO RECONVENE, pursuant to Wisconsin Statutes 19.85(1)(c) “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.” Item to be Discussed: Annual City Manager Performance Evaluation.

*Items denoted with asterisks will be approved on the Consent Agenda unless any council member requests that it be removed for individual discussion.

MEMORANDUM

TO: Common Council

FROM: Kevin Brunner, City Manager

DATE: January 26, 2011

RE: Comments on February 1, 2011 Agenda Items

1. **Adopting Emerald Ash Borer Management Plan.** Even though the Emerald Ash Borer plan has some weaknesses, I do believe we need to have such a plan in place and we can always amend this plan when warranted in the future. I recommend approval.
2. **Presentation and Possible Adoption of 2025 Energy Independence Plan.** There's been a considerable amount of work put in by the Whitewater Energy Independence Team to put together this 2025 plan. The development of this plan was a requirement of the grant that the city received early in 2010.

This plan has been submitted to the State Governor's Office of Energy Independence and has already been accepted. All that we are asking is for the Council to formally adopt it. There is no financial or legal obligation to implement the plan per the state grant requirements, however, I look upon this as a great blueprint as we go forward on trying to reduce our energy independence on fossil fuels as well as to encourage us to search for alternative energy sources.

3. **Recommendation from CDA for Amendment to TIF #4 Distressed, TIF #4 Project Plan.** The CDA Board unanimously recommended approval of the proposed amendment to Whitewater's TIF #4 project plan to declare this TID as "distressed". The required public hearing was held before the CDA during its January 24, 2011 meeting.

I previously communicated to you the importance of this amendment in order to provide the city with the necessary flexibility to extend this district, if necessary, due to reduced revenues accruing to TIF #4. I certainly urge the Council's approval of this recommendation and, in turn, to forward its recommendation to the Joint Review Board for its consideration at its February 9, 2011 meeting.

4. **Amendment to Strand Contract for Bidding and Construction Services for Wastewater Treatment Facility (WWTP) Biogas Project.** I recommend approval so that we can go forward and prepare final documents that are needed to get this project out for competitive bid. This would be funded through a combination of Clean Water Fund loan and grant funds.
5. **Approval of Memorandum of Understanding (M. O. U.) between City and CDA and Whitewater University Technology Park for operation of Whitewater Innovation Center and Technology Park.** Both the University Technology Park Board and the CDA have recommended to the Council adoption of this Memorandum of Understanding. I note that this is only for a one year period due to the fact that the CDA would like further work on this document to particularly clarify financial responsibilities for the operation of the Innovation Center and the Technology Park.

I recommend approval of this document because we need to have an agreement in place for the Innovation Center which will be opening next month and this will provide for the initial guidance for the relationship between the University Technology Park Board, the City and the CDA for the operation for this facility.

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

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

January 18, 2011

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

APPROVAL OF PAYMENT OF INVOICES. It was moved by Olsen and seconded by Winship to approve payment of city invoices through January 11, 2011 in the total sum of \$327,186.76. AYES: Kienbaum, Olsen, Winship, Binnie, Singer, Stewart, Winship. NOES: None. ABSENT: None.

APPROVAL OF MINUTES. It was moved by Olsen and seconded by Winship to approve the Council minutes of December 7, 2010 and December 21, 2010, and to acknowledge receipt and filing of the Landmark minutes of December 8, 2010; the Irvin L. Young Memorial Library Board Minutes of December 13, 2010; the Senior Forum minutes of November 1, 2010; the Financial Reports for December, 2010 and the Report of Manually-Produced Checks for December, 2010. AYES: Kienbaum, Winship, Binnie, Singer, Stewart, Olsen, Butler. NOES: None. ABSENT: None.

REPORTS. City Manager Brunner congratulated the UWW Football team on their recent championship and Councilmembers Singer and Butler presented a plaque to the team. Brunner updated Council on the construction of the Innovation Center and on the status of TIF 4. Park & Recreation Director Amundson encouraged everyone to vote for the "Field of Dreams" project on the Pepsi website. DPW Director Fischer reported on the status of the Automatic Meter Reading process, changes in garbage pickup services, and Navigator audible pedestrian signals at the Prince and Prairie Street intersections.

CITIZEN COMMENTS. Downtown business owner Mark Wokasch requested that Council look at options to allow longer-term parking in the downtown area.

RESOLUTION SUPPORTING TRAFFIC SIGNAL ALTERNATIVE DESIGN FOR THE NEWCOMB AND MILWAUKEE STREET INTERSECTION.

RESOLUTION SUPPORTING TRAFFIC SIGNAL ALTERNATIVE DESIGN FOR NEWCOMB/MILWAUKEE INTERSECTION

WHEREAS, the Common Council of the City of Whitewater has reviewed and considered alternative designs for the reconstruction of the Newcomb/Milwaukee Street intersection.

WHEREAS, the Common Council of the City of Whitewater held a public information meeting December 9, 2010 in partnership with the Wisconsin Department of Transportation for public comment on alternative designs for the reconstruction of the Newcomb/Milwaukee Street intersection.

WHEREAS, the Common Council of the City of Whitewater requested any additional public comment on alternative designs for the reconstruction of the Newcomb/Milwaukee Street intersection at the January 18, 2011 Council meeting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council that the City of Whitewater is recommending the design of the traffic signal alternative for the reconstruction of the Newcomb/Milwaukee Street intersection to the Wisconsin Department of Transportation.

Resolution introduced by Councilmember Olsen, who moved its adoption. Seconded by Councilmember Winship. AYES: Kienbaum, Winship, Binnie, Singer, Stewart, Olsen, Butler. NOES: None. ABSENT: None. ADOPTED: January 18, 2011.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

RESOLUTION ADOPTING EQUIVALENT RUNOFF UNIT (ERU) RATE FOR THE WHITEWATER STORM WATER UTILITY.

**RESOLUTION ADOPTING EQUIVALENT RUNOFF UNIT (ERU)
RATE FOR THE WHITEWATER STORM WATER UTILITY**

WHEREAS, the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin has reviewed all fiscal cost breakdowns and budgets for stormwater utility services in accordance with Chapter 16.10 and 16.14 of the Municipal Code; and

WHEREAS, the Common Council determined a need to revise the rate for Equivalent Runoff Unit (ERU) for the Stormwater Utility to maintain the stormwater fund on a sound fiscal basis.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Whitewater that the City of Whitewater will establish the Equivalent Runoff Unit rate to be \$49.00 annually to support the operations of the Whitewater Stormwater Utility.

FUTHERMORE, BE IT RESOLVED by the Common Council that the Equivalent Runoff Unit (ERU) rate (\$49.00 annually) hereby established, will become effective January 1, 2011.

Resolution introduced by Councilmember Olsen, who moved its adoption. Seconded by Councilmember Stewart. AYES: Kienbaum, Winship, Binnie, Singer, Stewart, Olsen, Butler. NOES: None. ABSENT: None. ADOPTED: January 18, 2011.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

FIRST READING OF ORDINANCE ADOPTING EMERALD ASH BORER MANAGEMENT PLAN.

Presented for adoption was an Emerald Ash Borer Management Plan. Council concerns were raised about the lack of focus on prevention in the plan and also about the fact that if only terrace trees and trees on city property are treated, the treatment process is very likely to be ineffective since not all trees in the City will be treated. Councilmember Winship felt it would be helpful to have all ash trees placed on the City's Government Information System ("GIS"). It was moved by Binnie and seconded by Winship to send a request back to the Urban Forestry Commission to work further on prevention methods that could be incorporated into the Plan.

**ORDINANCE NO. 1813
ORDINANCE ADOPTING THE CITY OF WHITEWATER
EMERALD ASH BORER MANAGEMENT PLAN**

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

Section 1. Whitewater Municipal Code Chapter 12, Section 12.24.045 is hereby created to read as follows:

12.24.045 Adoption of the City of Whitewater Emerald Ash Borer Management Plan.

a. The City of Whitewater Emerald Ash Borer Management Plan, and all amendments and supplements thereto, are hereby adopted and made a part of this section.

b. The Emerald Ash Borer Management Plan shall serve as a guide for local response to an emerald ash

borer infestation.

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

Ordinance introduced by Council member Olsen, who moved its adoption. Seconded by Council member Winship AYES: Olsen, Butler, Winship, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: None. FIRST READING APPROVED: January 18, 2011.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

SECOND READING OF ORDINANCE IMPOSING THE NON-FAMILY RESIDENTIAL OVERLAY DISTRICT ZONING CLASSIFICATION FOR PROPERTIES LOCATED ON NORTH STREET IN THE CITY.

**ORDINANCE NO. 1811A
AN ORDINANCE IMPOSING THE NON-FAMILY RESIDENTIAL OVERLAY DISTRICT ZONING CLASSIFICATION FOR CERTAIN PROPERTY IN THE CITY OF WHITEWATER**

The Common Council of the City of Whitewater, Walworth and Jefferson counties, Wisconsin, do, pursuant to Municipal Code Section 19.69, hereby impose the Non-Family Residential Overlay District Zoning classification on the below properties:

SECTION 1: The Non-Family Residential Overlay District (Chapter 19.25 is hereby imposed upon the following described properties:

<u>Property Address:</u>	<u>Tax ID #:</u>
318 West North Street	/WUP 00090
326 West North Street	/WUP 00091
330 West North Street	/WUP 00092

SECTION 2: The official zoning map of the City of Whitewater is hereby amended to show the above action.

SECTION 3: The City staff shall mail notice of this action to the property owner as required by Chapter 19.25 within 15 days of the passage of this ordinance.

SECTION 4: This ordinance shall take effect upon passage and publication as provided by law.

An ordinance imposing the non-family residential overlay district zoning classification for certain property in the city was introduced by Councilmember Olsen . Seconded by Councilmember Winship. AYES: Kienbaum, Winship, Olsen, Binnie, Singer, Stewart, Butler. NOES: None. ABSENT: None. ADOPTED: January 18, 2011.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

SECOND READING OF CHAPTER 11.44 SNOWMOBILES REGARDING REQUEST TO HAVE CITY MANAGER APPROVE PERMITS TO CITY TRAVERSE CITY LANDS.

**ORDINANCE NO. 1812A
ORDINANCE AMENDING CHAPTER 11.44 SNOWMOBILES**

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

Section 1: Whitewater Municipal Code, Chapter 11.44, Subsection 11.44.020(3), is hereby amended to read as follows:

11.44.020(b)(3) Upon such public property (including city streets) or private property, under the control of the City, as the City Manager may from time to time designate as snowmobile areas. However, snowmobiles are prohibited at all times from operation in any park in the City of Whitewater.

An ordinance amending Chapter 11.44 (Snowmobiles) authorizing the City Manager to approve permits to traverse city lands was introduced by Councilmember Olsen. Seconded by Councilmember Winship. AYES: Olsen, Kienbaum, Winship, Binnie, Singer, Stewart, Butler. NOES: None. ABSENT: None. APPROVED: January 18, 2011.

Kevin M. Brunner, City Manager

Michele R. Smith, City Clerk

APPROVAL OF REQUEST FOR PURCHASE OF EQUIPMENT FOR IMPROVEMENTS TO WEST MAIN STREET/MULBERRY GLEN PEDESTRIAN CROSSING. Councilmember Binnie, in response to a request from Mulberry Glen residents, requested that Council consider installing eye-level blinker signs and pedestrian blinker lights at the Mulberry Glen / Walmart location immediately, instead of waiting for the reconstruction of the Whiton Street intersection. The cost to add the equipment and installation is \$3,600. It was moved by Olsen and seconded by Binnie to approve the installation of the traffic controls at the Mulberry Glen / Walmart crossing. A portion of the money Walmart donated for traffic controls will be used to fund the improvements. AYES: Kienbaum, Winship, Binnie, Singer, Stewart, Olsen, Butler. NOES: None. ABSENT: None.

APPROVAL OF 2011 LAKES MANAGEMENT PLAN. The Park and Recreation Board has submitted a 2011 Lakes Management Plan for Council approval. Plans, in part, would be to continue implementation of stormwater management programs; encourage volunteer participation in water quality monitoring on Cravath Lake; holding of a shoreland management workshop; install and/or maintain signage for boat and trailer parking and to alert users of non-native invasive species; encourage manual harvesting of Eurasian Water Milfoil ("EWM") around docks and piers, and to apply for grant funding for EWM. It was moved by Olsen and seconded by Butler to approve the 2011 Lakes Management Plan as presented by the Park and Recreation Board. AYES: Kienbaum, Winship, Binnie, Singer, Stewart, Olsen, Butler. NOES: None. ABSENT: None.

APPROVAL OF THREE-YEAR CONTRACT WITH VANDEWALLE ASSOCIATES FOR CITY PLANNING SERVICES FOR 2011-2013. City Manager Brunner reported that in late 2010, the City initiated a Request for Qualifications ("RFQ") process for City planning services. Three firms responded to the RFQ, and were interviewed by a Committee consisting of the regular Council representative to the Plan Commission (Binnie); Plan Commissioners Torres and Zaballos, and city employees Bruce Parker, Cameron Clapper and City Manager Brunner. After interviews, the group unanimously recommended that Vandewalle Associates be retained to provide planning services for 2011 - 2013. Brunner reported that he has negotiated with Vandewalle that they freeze their fees for the three year period, and that the hourly travel rate to attend City meetings be reduced. Brunner noted that he recently met with Vandewalle representatives and Neighborhood Services Director Parker to review other methods to reduce costs to the City as well as to Developers.

Councilmember Singer expressed concern that there were no developer and/or citizen members serving on the appointment Committee. Councilmember Kienbaum indicated that she has received complaints about the high fees charged developers. Councilmember Singer indicated that he has reviewed some bills and has some concerns about some of the costs and some of the billing methods used by Vandewalle. Singer cited some specific concerns, in particular about the costs associated with a review of the City's recently adopted Transparency Ordinance. It was agreed that City staff, with input from Plan Commission, should designate which items are to be referred to Vandewalle for review. It was moved by Stewart and seconded by Binnie to amend the contract to require a 30 days

notice by either party prior to termination, instead of the seven day notice currently in the contract. AYES: Kienbaum, Winship, Binnie, Singer, Stewart, Olsen, Butler. NOES: None. ABSENT: None. It was then moved by Olsen and seconded by Binnie to approve the three-year contract for planning services with Vandewalle Associates. AYES: Winship, Binnie, Singer, Stewart, Olsen, Butler. NOES: Kienbaum. None. ABSENT: None.

APPROVAL OF CONTRACT WITH RADICOM BUSINESS COMMUNICATION SYSTEMS. It was moved by Olsen and seconded by Winship to approve a contract with Radicom for maintenance of Police Department Radio Infrastructure and Equipment. AYES: Kienbaum, Winship, Binnie, Singer, Stewart, Olsen, Butler. NOES: None. ABSENT: None.

APPROVAL OF CHANGE OF AGENT TO RYAN SCOTT JOHNSON FOR HAWK'S NEST TAVERN, 214 W. WHITEWATER STREET. 214 Whitewater Street LLC has requested approval for a change of agent (and manager) for the Hawk's Nest Tavern at 214 Whitewater Street. AYES: Kienbaum, Winship, Binnie, Singer, Stewart, Olsen, Butler. NOES: None. ABSENT: None.

COUNCILMEMBER REQUEST FOR FUTURE AGENDA ITEMS Councilmember Kienbaum requested that City Hall offices be open on December 31st of each year (assuming it falls on a weekday) to receive real estate tax payments. Councilmember Binnie noted that the drop box is available for those paying after hours. Councilmember Winship encouraged support of the Field of Dreams Pepsi Refresh Voting process.

It was moved by Singer and seconded by Olsen to **Adjourn to closed session, TO RECONVENE, per Wisconsin statutes Ch. 19.85(1)(c) "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility."** ITEM TO BE DISCUSSED: Employee separation Agreement. AYES: Winship, Olsen, Stewart, Binnie, Singer, Kienbaum, Butler. NOES: None. ABSENT: None. The initial portion of the meeting adjourned at 7:50 p.m.

RECONVENE INTO OPEN SESSION. It was moved by Winship and seconded by Olsen to reconvene into open session. AYES: Kienbaum, Winship, Binnie, Singer, Stewart, Olsen, Butler. NOES: None. ABSENT: None.

ACTION ON SEPARATION AGREEMENT WITH CITY EMPLOYEE LINDA MCVEIGH. City Manager Brunner requested action on a Separation Agreement and General Release between the City of Whitewater and Police Department employee, Linda McVeigh. Terms of the agreement are that the employee resigns her employment effective 2/1/11. The City will pay the employee the lump sum of \$25,000 (less required deductions), as well as sick leave, unused vacation time payouts, and any other benefits afforded an employee separating employment in good standing. Prior to payout, McVeigh will be required to sign a Waiver and release with the City of Whitewater. It was noted that with approval of the agreement, the position currently held by McVeigh will be eliminated. It was moved by Olsen and seconded by Winship to approve the Separation Agreement between the City of Whitewater and Linda McVeigh. AYES: Olsen, Winship, Binnie, Kienbaum. NOES: Stewart, Singer, Butler. ABSENT: None.

ADJOURNMENT. It was moved by Olsen and seconded by Winship to adjourn the meeting. AYES: Olsen, Winship, Binnie, Kienbaum, Stewart, Singer, Butler. NOES: None. ABSENT: None. The meeting adjourned at 8:07 p.m.

Respectfully submitted,

Michele R. Smith, Clerk

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
ADVANTAGE SAFETY PLUS						
4998	ADVANTAGE SAFETY PLUS	2763	WATER/BLDG MAINTENANCE	02/02/2011	424.16	610-61935-350
Total ADVANTAGE SAFETY PLUS:					424.16	
AIRGAS NORTH CENTRAL						
4760	AIRGAS NORTH CENTRAL	105661362	STREET/OPERATING SUPPLIE	02/02/2011	31.87	100-53230-340
Total AIRGAS NORTH CENTRAL:					31.87	
ALL PEST CONTROL						
4613	ALL PEST CONTROL	2011-1034	COMMUNITY BLDG/ PEST CON	02/02/2011	57.00	100-51600-245
Total ALL PEST CONTROL:					57.00	
ALLEN INC, L W						
166	ALLEN INC, L W	089571	WASTEWATER/MOVE NEW VF	02/02/2011	470.25	620-62850-242
Total ALLEN INC, L W:					470.25	
ALLIANCE GROUP INC						
4204	ALLIANCE GROUP INC	073485	SAFETY BLDG/HEAT & AIR	02/02/2011	35.00	100-51600-244
Total ALLIANCE GROUP INC:					35.00	
AMERICAN INDUSTRIAL LEASING CO						
5928	AMERICAN INDUSTRIAL LEAS	298554	GEN ADMN/COPIER	02/02/2011	819.00	100-51450-244
5928	AMERICAN INDUSTRIAL LEAS	298554	FINANCE/COPIER	02/02/2011	645.00	100-51450-244
5928	AMERICAN INDUSTRIAL LEAS	298554	DPW & PLANNING/COPIER	02/02/2011	645.00	100-51450-244
5928	AMERICAN INDUSTRIAL LEAS	298554	POLICE/COPIER	02/02/2011	645.00	100-51450-244
Total AMERICAN INDUSTRIAL LEASING CO:					2,754.00	
ANICH LUMBER & HARDWAR CO, AJ						
1601	ANICH LUMBER & HARDWAR C	40548	PARKS/LANDSCAPE SUPPLIES	02/02/2011	27.90	100-53270-295
1601	ANICH LUMBER & HARDWAR C	42289	PARKS/LANDSCAPE SUPPLIES	02/02/2011	261.66	100-53270-295
1601	ANICH LUMBER & HARDWAR C	42894	PARKS/LANDSCAPE SUPPLIES	02/02/2011	799.03	100-53270-295
Total ANICH LUMBER & HARDWAR CO, AJ:					1,088.59	
APPLIED INDUSTRIAL TECHNOLOGY						
3501	APPLIED INDUSTRIAL TECHNO	30204091	WASTEWATER/SECONDARY FL	02/02/2011	936.15	620-62810-822
Total APPLIED INDUSTRIAL TECHNOLOGY:					936.15	
AT&T						
3917	AT&T	3917-020211	GEN BLDG/PHONE	02/02/2011	1,087.68	100-51600-225
3917	AT&T	3917-020211	WATER/INTERNET	02/02/2011	60.00	610-61921-310
Total AT&T:					1,147.68	
AT&T LONG DISTANCE						
4746	AT&T LONG DISTANCE	4746-020211	GEN BLDG/LONG DISTANCE	02/02/2011	204.82	100-51600-225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
4746	AT&T LONG DISTANCE	4746-020211	CABLE/LONG DISTANCE	02/02/2011	19.37	200-55110-225
Total AT&T LONG DISTANCE:					224.19	
AUER STEEL & HEATING SUPPLY						
662	AUER STEEL & HEATING SUPP	4002574	SAFETY BLDG/HEAT & AIR	02/02/2011	71.75	100-51600-244
662	AUER STEEL & HEATING SUPP	4005184	SAFETY BLDG/HEAT & AIR	02/02/2011	71.00	100-51600-244
662	AUER STEEL & HEATING SUPP	4006253	SAFETY BLDG/HEAT & AIR	02/02/2011	72.00	100-51600-244
662	AUER STEEL & HEATING SUPP	4007241	SAFETY BLDG/HEAT & AIR	02/02/2011	233.68	100-51600-244
Total AUER STEEL & HEATING SUPPLY:					448.43	
BADGER METER INC						
155	BADGER METER INC	90541501	WATER/METER SUPPLIES	02/02/2011	2,533.97	610-61936-823
Total BADGER METER INC:					2,533.97	
BANDT COMMUNICATIONS INC						
858	BANDT COMMUNICATIONS INC	006849	CRASH CREW/EQUIPMENT RE	02/02/2011	310.50	100-52210-242
858	BANDT COMMUNICATIONS INC	65234	CRASH CREW/OPERATING SU	02/02/2011	451.10	100-52210-340
Total BANDT COMMUNICATIONS INC:					761.60	
BERGEY JEWELRY						
431	BERGEY JEWELRY	28020	FIRE/OPERATING SUPPLIES	02/02/2011	308.58	100-52200-340
Total BERGEY JEWELRY:					308.58	
BOBCAT OF JANESVILLE						
5314	BOBCAT OF JANESVILLE	39614	STREET/VEHICLE REPAIR PAR	02/02/2011	354.40	100-53320-353
5314	BOBCAT OF JANESVILLE	39617	STREET/OIL	02/02/2011	136.08	100-53320-353
Total BOBCAT OF JANESVILLE:					490.48	
BROWN CAB SERVICE INC						
47	BROWN CAB SERVICE INC	DEC2010	CAB SVC/DEC	02/02/2011	11,066.34	235-51350-296
Total BROWN CAB SERVICE INC:					11,066.34	
BROWN'S OF TWO RIVERS						
1031	BROWN'S OF TWO RIVERS	0354857-IN	STREET/VEHICLE REPAIR PAR	02/02/2011	57.70	100-53230-352
Total BROWN'S OF TWO RIVERS:					57.70	
BRUCE MUNICIPAL EQUIP INC						
742	BRUCE MUNICIPAL EQUIP INC	2743	STORMWATER/CREDIT	02/02/2011	46.82	630-63310-353
742	BRUCE MUNICIPAL EQUIP INC	5110381	STORMWATER/ST CLEANING E	02/02/2011	640.58	630-63310-353
Total BRUCE MUNICIPAL EQUIP INC:					593.76	
BURNS INDUSTRIAL SUPPLY						
28	BURNS INDUSTRIAL SUPPLY	386204	STREET/HOSE	02/02/2011	5.51	100-53320-353
28	BURNS INDUSTRIAL SUPPLY	387150	STREET/VEHICLE SUPPLIES	02/02/2011	54.04	100-53320-353
28	BURNS INDUSTRIAL SUPPLY	387324	FIRE/OPERATING SUPPLIES	02/02/2011	1.53	100-52200-340
28	BURNS INDUSTRIAL SUPPLY	387790	STREET/VEHICLE SUPPLIES	02/02/2011	73.60	100-53320-353
Total BURNS INDUSTRIAL SUPPLY:					134.68	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
CALS CONFERENCE SVC						
1862	CALS CONFERENCE SVC	GOV AFFAIRS	WASTEWATER/REEL	02/02/2011	75.00	620-62820-154
1862	CALS CONFERENCE SVC	GOV AFFAIRS	WASTEWATER/FISCHER	02/02/2011	75.00	620-62820-154
Total CALS CONFERENCE SVC:					150.00	
CAMERA CORNER INC						
3909	CAMERA CORNER INC	0402715-IN	CABLE/PROJECTOR	02/02/2011	747.70	200-55110-810
Total CAMERA CORNER INC:					747.70	
CARDMEMBER SERVICE						
1312	CARDMEMBER SERVICE	1312-020211	SENIORS/VAN GALDER	02/02/2011	100.00	100-46733-55
1312	CARDMEMBER SERVICE	1312-020211	SENIORS/REDBOX	02/02/2011	2.12	100-46733-55
1312	CARDMEMBER SERVICE	1312-020211	SENIORS/MOTION PICTURE LI	02/02/2011	176.80	100-46733-55
1312	CARDMEMBER SERVICE	1312-020211	COUNCIL/DYR SHOP	02/02/2011	119.95	100-51100-310
1312	CARDMEMBER SERVICE	1312-020211	GEN ADMN/WI TAXPAYERS ALL	02/02/2011	39.00	100-51400-310
1312	CARDMEMBER SERVICE	1312-020211	GEN ADMN/UWW CATERING	02/02/2011	155.12	100-51400-340
1312	CARDMEMBER SERVICE	1312-020211	FINANCE/CREDIT	02/02/2011	96.09	100-51500-310
1312	CARDMEMBER SERVICE	1312-020211	FINANCE/IGFOA	02/02/2011	25.00	100-51500-154
1312	CARDMEMBER SERVICE	1312-020211	POLICE PATROL/LARK UNIFOR	02/02/2011	539.45	100-52110-118
1312	CARDMEMBER SERVICE	1312-020211	POLICE PATROL/DQUICROSS I	02/02/2011	494.45	100-52110-154
1312	CARDMEMBER SERVICE	1312-020211	POLICE PATROL/RESCUE TEE	02/02/2011	30.50	100-52110-154
1312	CARDMEMBER SERVICE	1312-020211	POLICE PATROL/RED THE UNIF	02/02/2011	34.70	100-52110-154
1312	CARDMEMBER SERVICE	1312-020211	POLICE PATROL/SKD TACTICA	02/02/2011	473.40	100-52110-154
1312	CARDMEMBER SERVICE	1312-020211	POLICE PATROL/HIGH SPEED	02/02/2011	331.43	100-52110-154
1312	CARDMEMBER SERVICE	1312-020211	POLICE INV/PAPERMART	02/02/2011	72.74	100-52120-340
1312	CARDMEMBER SERVICE	1312-020211	CSO/CARDINAL TRACKING	02/02/2011	127.36	100-52140-360
1312	CARDMEMBER SERVICE	1312-020211	PARKS/INT'L SOC ARBORICULT	02/02/2011	160.00	100-53270-154
1312	CARDMEMBER SERVICE	1312-020211	SENIORS/CHARTER COMMUNI	02/02/2011	7.21	100-55310-340
1312	CARDMEMBER SERVICE	1312-020211	CABLE/PAYPAL	02/02/2011	8.00	200-55110-225
1312	CARDMEMBER SERVICE	1312-020211	CABLE/RADIOSHACK	02/02/2011	31.64	200-55110-359
1312	CARDMEMBER SERVICE	1312-020211	LIBRARY/AMAZON.COM	02/02/2011	313.55	220-55110-321
1312	CARDMEMBER SERVICE	1312-020211	LIBRARY/AMAZON SVC KINDLE	02/02/2011	185.60	220-55110-321
1312	CARDMEMBER SERVICE	1312-020211	LIBRARY/SONYSTYLE DIRECT	02/02/2011	228.11	220-55110-321
1312	CARDMEMBER SERVICE	1312-020211	LIBRARY/THE BOOK STORE	02/02/2011	34.72	220-55110-321
1312	CARDMEMBER SERVICE	1312-020211	WASTEWATER/WALMART	02/02/2011	74.96	620-62840-340
1312	CARDMEMBER SERVICE	1312-020211	CDA/ROCKHURST UNIVERA01	02/02/2011	129.00	900-56500-154
1312	CARDMEMBER SERVICE	1312-020211	CDA/FRANKLINCOVEYPRODUC	02/02/2011	87.46	900-56500-310
1312	CARDMEMBER SERVICE	1312-020211	CDA/MILWAUKEE BIZ JOURNAL	02/02/2011	104.95	900-56500-321
Total CARDMEMBER SERVICE:					3,991.13	
CARGILL INCORPORATED						
4331	CARGILL INCORPORATED	3040396	STREET/SALT	02/02/2011	11,402.24	100-53320-460
Total CARGILL INCORPORATED:					11,402.24	
CENTRAL PARTS WAREHOUSE						
3003	CENTRAL PARTS WAREHOUSE	156532A	STREET/SNOW EQUIP REPAIR	02/02/2011	360.38	100-53320-353
Total CENTRAL PARTS WAREHOUSE:					360.38	
CHARTER COMMUNICATIONS						
6120	CHARTER COMMUNICATIONS	6120-020211	SENIORS/CABLE TV	02/02/2011	5.54	100-55310-340
1571	CHARTER COMMUNICATIONS	JAN11	LIBRARY/INTERNET	02/02/2011	64.99	220-55110-218
1571	CHARTER COMMUNICATIONS	JAN11	CABLE/INTERNET SVC	02/02/2011	140.35	200-55110-225
1571	CHARTER COMMUNICATIONS	JAN11	CITY HALL/INTERNET	02/02/2011	140.35	100-51600-225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total CHARTER COMMUNICATIONS:					351.23	
CLEAN MATS						
1033	CLEAN MATS	24073	STREET/SHOP SUPPLIES	02/02/2011	61.46	100-53230-340
Total CLEAN MATS:					61.46	
DALEE WATER CONDITIONING						
208	DALEE WATER CONDITIONING	208-020211	WHITE BLDG/MAINTENANCE S	02/02/2011	131.40	100-51600-355
208	DALEE WATER CONDITIONING	208-2211	STREET/SHOP SUPPLIES	02/02/2011	180.40	100-53230-340
Total DALEE WATER CONDITIONING:					311.80	
DIGGERS HOTLINE INC						
636	DIGGERS HOTLINE INC	1139601 PP1	STORMWATER/2011 1ST PREP	02/02/2011	287.52	630-63440-350
636	DIGGERS HOTLINE INC	1139601 PP1	WATER/2011 1ST PREPAYMEN	02/02/2011	287.52	610-61651-350
636	DIGGERS HOTLINE INC	1139601 PP1	WASTEWATER/2011 1ST PREP	02/02/2011	287.52	620-62830-354
Total DIGGERS HOTLINE INC:					862.56	
EMERGENCY MEDICAL PRODUCTS INC						
115	EMERGENCY MEDICAL PRODU	1342347	RESCUE/OPERATING SUPPLIE	02/02/2011	133.67	100-52300-340
Total EMERGENCY MEDICAL PRODUCTS INC:					133.67	
FARM PLAN CORPORATION						
17	FARM PLAN CORPORATION	045232	PARKS/REPAIR SUPPLIES	02/02/2010	41.27	100-53270-295
17	FARM PLAN CORPORATION	045256	PARKS/REPAIR SUPPLIES	02/02/2011	24.36	100-53270-295
17	FARM PLAN CORPORATION	045354	PARKS/VEHICLE REPAIRS	02/02/2011	85.02	100-53270-295
17	FARM PLAN CORPORATION	045393	PARKS/MOTOR FAN	02/02/2011	87.84	100-53270-295
17	FARM PLAN CORPORATION	045524	PARKS/VEHICLE REPAIRS	02/02/2011	92.27	100-53270-242
Total FARM PLAN CORPORATION:					330.76	
FERGUSON WATERWORKS						
5996	FERGUSON WATERWORKS	S01288758.00	WATER/SERVICE REPAIRS	02/02/2011	293.70	610-61652-350
Total FERGUSON WATERWORKS:					293.70	
FIRE-RESCUE SUPPLY LLC						
3886	FIRE-RESCUE SUPPLY LLC	3212	RESCUE/OPERATING SUPPLIE	02/02/2011	3,532.55	100-52300-340
Total FIRE-RESCUE SUPPLY LLC:					3,532.55	
FRANK BROS INC						
1438	FRANK BROS INC	48375	STREET/SAND	02/02/2011	1,430.65	100-53320-460
Total FRANK BROS INC:					1,430.65	
GATEWAY TECHNICAL COLLEGE						
341	GATEWAY TECHNICAL COLLE	14639	FIRE/KASPAR TRNG	02/02/2011	80.00	100-52200-154
Total GATEWAY TECHNICAL COLLEGE:					80.00	
GRAHAM, ARTHUR						
822	GRAHAM, ARTHUR	261866-0	RESCUE/OPERATING SUPPLIE	02/02/2011	42.62	100-52300-340

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total GRAHAM, ARTHUR:					42.62	
GRAINGER						
367	GRAINGER	9429580286	WASTEWATER/PAINT & HAND	02/02/2011	106.12	620-62840-340
367	GRAINGER	9439212722	WASTEWATER/CREDIT	02/02/2011	223.02	620-62840-340
367	GRAINGER	9440256916	WASTEWATER/OFFICE SHELV	02/02/2011	243.68	620-62820-310
367	GRAINGER	9440405869	WATEWATER/OFFICE BOOKEN	02/02/2011	7.11	620-62820-310
Total GRAINGER:					579.93	
HACH CO						
211	HACH CO	2051537	WASTEWATER/CREDIT	02/02/2011	900.00	620-62870-340
211	HACH CO	7046256	WASTEWATER/LAB SUPPLIES	02/02/2011	1,811.95	620-62870-340
211	HACH CO	7049245	WASTEWATER/LAB SUPPLIES	02/02/2011	900.00	620-62870-340
Total HACH CO:					1,811.95	
IBS OF METRO MILWAUKEE						
1859	IBS OF METRO MILWAUKEE	160113965	STREET/BATTERIES	02/02/2011	98.95	100-53230-352
Total IBS OF METRO MILWAUKEE:					98.95	
JAECKEL BROS INC						
493	JAECKEL BROS INC	5668	WATER/MILWAUKEE ST	02/02/2011	1,122.50	610-61651-350
Total JAECKEL BROS INC:					1,122.50	
JENKA BLOSSOMS						
130	JENKA BLOSSOMS	SPRING 2011	PARKS/HANGING BASKETS	02/02/2011	11,971.50	100-53270-295
Total JENKA BLOSSOMS:					11,971.50	
JENNINGS & ASSOCIATES						
6121	JENNINGS & ASSOCIATES	EFFIGY MOUN	FORESTRY/CONSULTATION SV	02/02/2011	2,400.00	250-56130-650
Total JENNINGS & ASSOCIATES:					2,400.00	
KAESTNER AUTO ELECTRIC CO						
2836	KAESTNER AUTO ELECTRIC C	124693	STREET/WING SAFETY LIGHT	02/02/2011	176.87	100-53320-353
Total KAESTNER AUTO ELECTRIC CO:					176.87	
KB SHARPENING SERVICES INC						
110	KB SHARPENING SERVICES IN	59523	STORMWATER/BLADE SHARPE	02/02/2011	79.20	630-63600-352
Total KB SHARPENING SERVICES INC:					79.20	
KRIZSAN'S TREE SERVICE						
394	KRIZSAN'S TREE SERVICE	5683	PARKS/TREE REMOVAL	02/02/2011	1,050.00	100-53270-213
Total KRIZSAN'S TREE SERVICE:					1,050.00	
LAWSON PRODUCTS INC						
289	LAWSON PRODUCTS INC	9982701	WASTEWATER/SHOP SUPPLIE	02/02/2011	203.97	620-62850-357
Total LAWSON PRODUCTS INC:					203.97	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
LINCOLN CONTRACTORS SUPP INC						
165	LINCOLN CONTRACTORS SUP	8353170	STORMWATER/REPAIR PARTS	02/02/2011	538.00	630-63440-360
165	LINCOLN CONTRACTORS SUP	8353340	PARKS/SUPPLIES	02/02/2011	379.28	100-53270-245
Total LINCOLN CONTRACTORS SUPP INC:					917.28	
LOCAL GOVERNMENT PROPERTY						
638	LOCAL GOVERNMENT PROPER	22191	INSURANCE/TOOLS	02/02/2011	26.00	100-51540-512
638	LOCAL GOVERNMENT PROPER	22191	INSURANCE/MONIES & SECURI	02/02/2011	49.80	100-51540-513
638	LOCAL GOVERNMENT PROPER	22191	WATER/MONIES & SECURITIES	02/02/2011	12.45	610-61924-510
638	LOCAL GOVERNMENT PROPER	22191	WASTEWATER/MONIES & SEC	02/02/2011	12.45	620-62810-519
638	LOCAL GOVERNMENT PROPER	22191	STORMWATER/MONEYS & SEC	02/02/2011	8.30	630-63300-519
638	LOCAL GOVERNMENT PROPER	22191	GEN/CONTRACTORS EQUIPME	02/02/2011	2,759.87	100-51540-512
638	LOCAL GOVERNMENT PROPER	22191	WATER/CONTRACTORS EQUIP	02/02/2011	174.14	610-61924-510
638	LOCAL GOVERNMENT PROPER	22191	WASTEWATER/CONTRACTORS	02/02/2011	1,678.09	620-62810-519
638	LOCAL GOVERNMENT PROPER	22191	STORMWATER/CONTRACTORS	02/02/2011	664.90	630-63300-519
638	LOCAL GOVERNMENT PROPER	22191	INSURANCE/BLDG CONTENTS	02/02/2011	13,730.48	100-51540-511
638	LOCAL GOVERNMENT PROPER	22191	WATER/BLDG CONTENTS PRO	02/02/2011	3,136.83	610-61924-510
638	LOCAL GOVERNMENT PROPER	22191	WASTEWATER/BLDG CONTEN	02/02/2011	10,648.69	620-62810-519
638	LOCAL GOVERNMENT PROPER	22191	VACANCY PERMIT/372 N FREM	02/02/2011	44.00	100-51540-511
638	LOCAL GOVERNMENT PROPER	22191	ALARM/CREDIT	02/02/2011	838.00	100-51540-511
Total LOCAL GOVERNMENT PROPERTY:					32,108.00	
MATC						
3697	MATC	CHENE	RESCUE/REFRESHER CLASS	02/02/2011	125.05	100-52300-154
Total MATC:					125.05	
MAX R						
2598	MAX R	640213	STREET/DPW SIGN	02/02/2011	1,200.00	100-53230-340
2598	MAX R	640213	WATER/WATER UTILITY SIGN	02/02/2011	895.00	610-61935-350
2598	MAX R	640213	PARKLAND DEV/PARK SIGNS	02/02/2011	2,008.90	245-56120-822
Total MAX R:					4,103.90	
MEYER'S AUTO SUPPLY						
176	MEYER'S AUTO SUPPLY	92397	WATER/BATTERY	02/02/2011	199.90	610-61935-350
176	MEYER'S AUTO SUPPLY	93434	WASTEWATER/CARB CLEANER	02/02/2011	7.38	620-62840-340
176	MEYER'S AUTO SUPPLY	93929	STREET/PLOW REPAIRS	02/02/2011	93.72	100-53320-353
Total MEYER'S AUTO SUPPLY:					301.00	
MIDSTATE EQUIPMENT-JANESVILLE						
1470	MIDSTATE EQUIPMENT-JANES	H0149	PARKS/GEAR CASE	02/02/2011	1,171.62	100-53270-242
Total MIDSTATE EQUIPMENT-JANESVILLE:					1,171.62	
MILPORT ENTERPRISES INC						
1408	MILPORT ENTERPRISES INC	202695	WATER/CHEMICALS	02/02/2011	1,498.00	610-61630-341
1408	MILPORT ENTERPRISES INC	203877	WATER/CHEMICALS	02/02/2011	1,167.00	610-61630-341
1408	MILPORT ENTERPRISES INC	204728	WATER/CHEMICALS	02/02/2011	1,707.00	610-61630-341
1408	MILPORT ENTERPRISES INC	204977	WASTEWATER/CHEMICALS	02/02/2011	5,609.42	620-62840-341
1408	MILPORT ENTERPRISES INC	205485	WATER/CHEMICALS	02/02/2011	1,707.00	610-61630-341
1408	MILPORT ENTERPRISES INC	205635	WASTEWATER/CHEMICALS	02/02/2011	5,213.80	620-62840-341
Total MILPORT ENTERPRISES INC:					16,902.22	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
MORGAN BIRGE & ASSOCIATES INC						
4591	MORGAN BIRGE & ASSOCIATE	MC0031453	WASTEWATER/PHONE	02/02/2011	75.00	620-62820-225
Total MORGAN BIRGE & ASSOCIATES INC:					75.00	
NCL OF WISCONSIN INC						
369	NCL OF WISCONSIN INC	281022	WASTEWATER/LAB THERMOM	02/02/2011	124.96	620-62870-340
Total NCL OF WISCONSIN INC:					124.96	
NORTHERN LAKE SERVICE INC						
1335	NORTHERN LAKE SERVICE INC	189824	WATER/SAMPLES	02/02/2011	20.60	610-61630-340
1335	NORTHERN LAKE SERVICE INC	191539	WATER/SAMPLES	02/02/2011	30.45	610-61630-340
Total NORTHERN LAKE SERVICE INC:					51.05	
OFFICE DEPOT						
4146	OFFICE DEPOT	546904543001	RESCUE/OPERATING SUPPLIE	02/02/2011	76.38	100-52300-340
4146	OFFICE DEPOT	547327513001	FINANCE/OFFICE SUPPLIES	02/02/2011	75.39	100-51500-310
4146	OFFICE DEPOT	547327579001	FINANCE/OFFICE SUPPLIES	02/02/2011	7.65	100-51500-310
Total OFFICE DEPOT:					159.42	
OLSEN SAFETY EQUIPMENT CORP						
4450	OLSEN SAFETY EQUIPMENT C	0249828-IN	WASTEWATER/CONFINE SPAC	02/02/2011	1,082.12	620-62840-340
Total OLSEN SAFETY EQUIPMENT CORP:					1,082.12	
PETERSON, CARL						
811	PETERSON, CARL	58321231MG7	RESCUE/CONFERENCE REIMB	02/02/2011	120.00	100-52300-154
Total PETERSON, CARL:					120.00	
PHYSIO-CONTROL INC						
1902	PHYSIO-CONTROL INC	111057940-2	RESCUE/BALANCE	02/02/2011	4.00	100-52300-340
Total PHYSIO-CONTROL INC:					4.00	
PMI						
5492	PMI	0270898	RESCUE/OPERATING SUPPLIE	02/02/2011	460.21	100-52300-340
Total PMI:					460.21	
POLLARDWATER.COM						
5493	POLLARDWATER.COM	1290806-IN	WATER/SLUD BOTTLES	02/02/2011	46.54	610-61630-340
Total POLLARDWATER.COM:					46.54	
QUILL CORPORATION						
445	QUILL CORPORATION	1469418	DPW/OFFICE SUPPLIES	02/02/2011	28.28	100-53100-310
445	QUILL CORPORATION	1531635	DPW/OFFICE SUPPLIES	02/02/2011	48.48	100-53100-310
Total QUILL CORPORATION:					76.76	
R & R INSURANCE SERVICES INC						
1492	R & R INSURANCE SERVICES I	1001209	GEN/LIABILITY INSURNACE	02/02/2011	2,628.75	100-51540-513
1492	R & R INSURANCE SERVICES I	1001209	GEN/PUBLIC OFFICE LIABILITY	02/02/2011	1,003.50	100-51540-513
1492	R & R INSURANCE SERVICES I	1001209	GEN/POLICE PROFESSIONAL	02/02/2011	1,310.00	100-51540-514

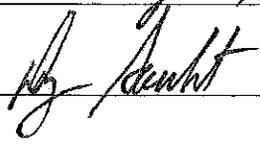
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
1492	R & R INSURANCE SERVICES I	1001209	GEN/AUTO LIABILITY	02/02/2011	3,314.50	100-51540-512
1492	R & R INSURANCE SERVICES I	1001209	CABLE/AUTO LIABILITY	02/02/2011	54.00	200-55110-341
1492	R & R INSURANCE SERVICES I	1001209	STORMWATER/GEN LIABILITY	02/02/2011	175.25	630-63300-519
1492	R & R INSURANCE SERVICES I	1001209	STORMWATER/PUBLIC OFFICE	02/02/2011	66.90	630-63300-519
1492	R & R INSURANCE SERVICES I	1001209	STORMWATER/AUTO PHYSICA	02/02/2011	5.00	630-63300-519
1492	R & R INSURANCE SERVICES I	1001209	WATER/GEN LIABILITY	02/02/2011	350.50	610-61924-510
1492	R & R INSURANCE SERVICES I	1001209	WATER/PUBLIC OFFICE LIABILI	02/02/2011	133.80	610-61924-510
1492	R & R INSURANCE SERVICES I	1001209	WATER/AUTO LIABILITY	02/02/2011	105.50	610-61924-510
1492	R & R INSURANCE SERVICES I	1001209	WASTEWATER/GEN LIABILITY	02/02/2011	350.50	620-62810-519
1492	R & R INSURANCE SERVICES I	1001209	WASTEWATER/PUBLIC OFFICE	02/02/2011	133.80	620-62810-519
1492	R & R INSURANCE SERVICES I	1001209	WASTEWATER/AUTO PHYSICA	02/02/2011	117.00	620-62810-519
1492	R & R INSURANCE SERVICES I	1001209	WASTEWATER/SEWER BACKU	02/02/2011	1,082.00	620-62810-519
1492	R & R INSURANCE SERVICES I	1001210	WORKERS COMP	02/02/2011	13,374.00	100-21532
1492	R & R INSURANCE SERVICES I	998345	GEN/TREASURER BONDS	02/02/2011	73.60	100-51540-513
1492	R & R INSURANCE SERVICES I	998345	GEN/POLICE CHIEF BONDS	02/02/2011	50.00	100-51540-513
1492	R & R INSURANCE SERVICES I	998345	GEN/MUNICIPAL JUDGE BOND	02/02/2011	50.00	100-51540-513
1492	R & R INSURANCE SERVICES I	998345	WATER/TREASURER BONDS	02/02/2011	9.20	610-61924-510
1492	R & R INSURANCE SERVICES I	998345	WASTEWATER/TREASURER B	02/02/2011	9.20	620-62810-519
1492	R & R INSURANCE SERVICES I	998346	GEN/BOILER & MACHINERY	02/02/2011	3,086.32	100-51540-515
1492	R & R INSURANCE SERVICES I	998346	WATER/BOILER & MACHINERY	02/02/2011	705.09	610-61924-510
1492	R & R INSURANCE SERVICES I	998346	WASTEWATER/BOILER & MAC	02/02/2011	2,393.60	620-62810-519
1492	R & R INSURANCE SERVICES I	998347	GEN/2011 CRIME	02/02/2011	1,631.20	100-51540-514
1492	R & R INSURANCE SERVICES I	998347	WATER/2011 CRIME	02/02/2011	203.90	610-61924-510
1492	R & R INSURANCE SERVICES I	998347	WASTEWATER/2011 CRIME	02/02/2011	203.90	620-62810-519
1492	R & R INSURANCE SERVICES I	998348	WORKERS COMP	02/02/2011	13,375.00	100-21532
1492	R & R INSURANCE SERVICES I	998350	GEN/LIABILITY INSURNACE	02/02/2011	2,628.75	100-51540-513
1492	R & R INSURANCE SERVICES I	998350	GEN/PUBLIC OFFICE LIABILITY	02/02/2011	1,003.50	100-51540-513
1492	R & R INSURANCE SERVICES I	998350	GEN/POLICE PROFESSIONAL	02/02/2011	1,310.00	100-51540-514
1492	R & R INSURANCE SERVICES I	998350	GEN/AUTO LIABILITY	02/02/2011	3,314.50	100-51540-512
1492	R & R INSURANCE SERVICES I	998350	CABLE/AUTO LIABILITY	02/02/2011	54.00	200-55110-341
1492	R & R INSURANCE SERVICES I	998350	STORMWATER/GEN LIABILITY	02/02/2011	175.25	630-63300-519
1492	R & R INSURANCE SERVICES I	998350	STORMWATER/PUBLIC OFFICE	02/02/2011	66.90	630-63300-519
1492	R & R INSURANCE SERVICES I	998350	STORMWATER/AUTO PHYSICA	02/02/2011	5.00	630-63300-519
1492	R & R INSURANCE SERVICES I	998350	WATER/GEN LIABILITY	02/02/2011	350.50	610-61924-510
1492	R & R INSURANCE SERVICES I	998350	WATER/PUBLIC OFFICE LIABILI	02/02/2011	133.80	610-61924-510
1492	R & R INSURANCE SERVICES I	998350	WATER/AUTO PHYSICAL DAMA	02/02/2011	105.50	610-61924-510
1492	R & R INSURANCE SERVICES I	998350	WASTEWATER/GEN LIABILITY	02/02/2011	350.50	620-62810-519
1492	R & R INSURANCE SERVICES I	998350	WASTEWATER/PUBLIC OFFICE	02/02/2011	133.80	620-62810-519
1492	R & R INSURANCE SERVICES I	998350	WASTEWATER/AUTO PHYSICA	02/02/2011	117.00	620-62810-519
1492	R & R INSURANCE SERVICES I	998350	WASTEWATER/SEWER BACK U	02/02/2011	1,082.00	620-62810-519
Total R & R INSURANCE SERVICES INC:					56,827.01	
RICOH AMERICAS CORP						
90	RICOH AMERICAS CORP	12571379	RESCUE/COPIER	02/02/2011	60.61	100-52300-340
90	RICOH AMERICAS CORP	12571380	FIRE/COPIER	02/02/2011	27.39	100-52200-310
90	RICOH AMERICAS CORP	12593270	WATER/COPIER	02/02/2011	25.91	610-61903-310
Total RICOH AMERICAS CORP:					113.91	
RM SMALL ENGINE REPAIR LLC						
6082	RM SMALL ENGINE REPAIR LL	27575	WASTEWATER/SNOWBLOWER	02/02/2011	73.86	620-62860-357
Total RM SMALL ENGINE REPAIR LLC:					73.86	
S & H TRUCK SERVICE						
388	S & H TRUCK SERVICE	10249	FIRE/VEHICLE MAINTENANCE	02/02/2011	1,117.18	100-52200-241

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total S & H TRUCK SERVICE:					1,117.18	
SASSY SHIRTS						
131	SASSY SHIRTS	32891	REC/JERSEYS	02/02/2011	52.25	100-55300-341
131	SASSY SHIRTS	33052	REC/JERSEYS	02/02/2011	167.50	100-55300-341
131	SASSY SHIRTS	33087	CDA/NAME PLATE HOLDERS	02/02/2011	58.00	900-56500-310
Total SASSY SHIRTS:					277.75	
STA-LITE CORP						
102	STA-LITE CORP	4586	WASTEWATER/FREMONT LIFT	02/02/2011	113.75	620-62830-353
Total STA-LITE CORP:					113.75	
STATE BAR OF WISCONSIN						
129	STATE BAR OF WISCONSIN	415667	COURT/SUBSCRIPTION	02/02/2011	54.59	100-51200-320
Total STATE BAR OF WISCONSIN:					54.59	
STRAND ASSOCIATES INC						
358	STRAND ASSOCIATES INC	0083211	TECH PARK/BASIC SVC	02/02/2011	695.94	440-57663-841
358	STRAND ASSOCIATES INC	0083212	TECH PARK/OTHER SVC	02/02/2011	1,425.12	440-57663-841
358	STRAND ASSOCIATES INC	0083213	STORMWATER/SLAMM MODEL	02/02/2011	1,769.38	630-63440-295
358	STRAND ASSOCIATES INC	0083214	STORMWATER/UWW MGMT PL	02/02/2011	821.18	630-63440-296
358	STRAND ASSOCIATES INC	0083215	PLANNING/PRINCE ST STUDEN	02/02/2011	168.04	100-56300-219
358	STRAND ASSOCIATES INC	0083215	BUS PARK WETLANDS -ANNUA	02/02/2011	152.77	900-56500-211
358	STRAND ASSOCIATES INC	0083215	PLANNING/WALMART EXPANSI	02/02/2011	313.72	100-56300-219
358	STRAND ASSOCIATES INC	0083215	TRATT ST/SIDEWALK & PATH	02/02/2011	766.38	494-57500-821
358	STRAND ASSOCIATES INC	0083215	STORMWATER/CLAY ST DETE	02/02/2011	1,215.40	630-63440-810
358	STRAND ASSOCIATES INC	0083215	NORTH ST/SURVEY	02/02/2011	1,728.90	491-57500-821
358	STRAND ASSOCIATES INC	0083215	WASTEWATER/E SIDE SEWER	02/02/2011	180.99	620-62820-219
358	STRAND ASSOCIATES INC	0083329	WASTEWATER/IMPROVEMENT	02/02/2011	17,738.02	620-62810-820
358	STRAND ASSOCIATES INC	0083330	WASTEWATER/USERCHARGE	02/02/2011	315.43	620-62810-820
358	STRAND ASSOCIATES INC	0083426	WASTEWATER/GAS BOILER	02/02/2011	1,187.09	620-62810-820
Total STRAND ASSOCIATES INC:					28,478.36	
SWEETSPOT, THE						
4353	SWEETSPOT, THE	FEBRUARY 15	GEN ADMN/ELECTION FOOD	02/02/2011	146.25	100-51400-310
Total SWEETSPOT, THE:					146.25	
USA BLUE BOOK						
1062	USA BLUE BOOK	292916	WATER/METERS	02/02/2011	436.07	610-61936-823
1062	USA BLUE BOOK	305180	WASTEWATER/LAB SUPPLIES	02/02/2011	76.70	620-62870-340
1062	USA BLUE BOOK	306571	WATER/METER WORK SUPPLI	02/02/2011	377.54	610-61936-823
1062	USA BLUE BOOK	306755	WASTEWATER/LAB SUPPLIES	02/02/2011	22.00	620-62870-340
1062	USA BLUE BOOK	307110	WATER/METER WORK SUPPLI	02/02/2011	968.21	610-61936-823
1062	USA BLUE BOOK	308059	WATER/SUPPLIES	02/02/2011	724.21	610-61630-350
1062	USA BLUE BOOK	312342	WATER/METERS	02/02/2011	271.66	610-61936-823
Total USA BLUE BOOK:					2,876.39	
UTILITY SERVICE CO INC						
5547	UTILITY SERVICE CO INC	254822	WATER/CRAVATH ST TANK	02/02/2011	41,045.92	610-61650-350

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total UTILITY SERVICE CO INC:					41,045.92	
VANDEWALLE & ASSOCIATES						
27	VANDEWALLE & ASSOCIATES	201012027	PLANNING/DEC SVC	02/02/2011	5,532.75	100-56300-219
27	VANDEWALLE & ASSOCIATES	201101001CM	PLANNING/CREDIT	02/02/2011	62.50	100-56300-219
Total VANDEWALLE & ASSOCIATES:					5,470.25	
VEOLIA ENVIRONMENTAL SERVICES						
255	VEOLIA ENVIRONMENTAL SER	1003-09992	WASTEWATER/WETWELL CLE	02/02/2011	1,020.00	620-62840-340
Total VEOLIA ENVIRONMENTAL SERVICES:					1,020.00	
VORPAGEL SERVICE INC						
41	VORPAGEL SERVICE INC	28769	SAFETY BLDG/HEAT & AIR	02/02/2011	110.00	100-51600-244
Total VORPAGEL SERVICE INC:					110.00	
WASC						
1175	WASC	2011-1022	SENIORS/MEMBERSHIP	02/02/2011	65.00	100-55310-320
Total WASC:					65.00	
WASTEWATER TRAINING SOLUTIONS						
6119	WASTEWATER TRAINING SOLU	WEST	WASTEWATER/TRAINING	02/02/2011	360.00	620-62820-154
Total WASTEWATER TRAINING SOLUTIONS:					360.00	
WATER WELL SOLUTIONS SVC GROUP						
4323	WATER WELL SOLUTIONS SVC	10-12-129	WATER/WELL #5 & #9 MAINTEN	02/02/2011	875.00	610-61620-350
Total WATER WELL SOLUTIONS SVC GROUP:					875.00	
WE ENERGIES						
25	WE ENERGIES	25-020211	CITY/ELECTRIC	02/02/2011	5,658.28	100-51600-222
25	WE ENERGIES	25-020211	WASTEWATER/LIFT STATIONS	02/02/2011	982.09	620-62830-222
25	WE ENERGIES	25-020211	WASTEWATER/ELECTRIC	02/02/2011	14,032.94	620-62840-222
25	WE ENERGIES	25-020211	WASTEWATER/GAS	02/02/2011	11,753.52	620-62840-224
Total WE ENERGIES:					32,426.81	
WEDIGE AUTOMOTIVE						
5789	WEDIGE AUTOMOTIVE	128398	PARKS/REPAIRS	02/02/2011	37.08	100-53270-242
Total WEDIGE AUTOMOTIVE:					37.08	
WHITEWATER FIRE DEPT						
284	WHITEWATER FIRE DEPT	284-020211	FIRE/CAPITAL EQUIPMENT	02/02/2011	476.03	100-52200-810
284	WHITEWATER FIRE DEPT	284-020211	FIRE/OFFICE SUPPLIES	02/02/2011	19.54	100-52200-310
284	WHITEWATER FIRE DEPT	FDIC INDIANA	FIRE/EMPLOYEE ED & TRNG	02/02/2011	1,820.00	100-52200-154
Total WHITEWATER FIRE DEPT:					2,315.57	
WHITEWATER GLASS CO INC						
408	WHITEWATER GLASS CO INC	1-17-11	PARKS/MATERIALS	02/02/2011	40.03	100-53270-245

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total WHITEWATER GLASS CO INC:					40.03	
WI PARK & RECREATION ASSOC						
66	WI PARK & RECREATION ASSO	17692	PARKS/NASS MEMBERSHIP	02/02/2011	125.00	100-53270-154
66	WI PARK & RECREATION ASSO	17693	SENIORS/WEBERPAL MEMBER	02/02/2011	125.00	100-55310-154
66	WI PARK & RECREATION ASSO	17694	REC/DUJARDIN MEMBERSHIP	02/02/2011	125.00	100-55210-154
66	WI PARK & RECREATION ASSO	17695	REC/AMUNDSON MEMBERSHIP	02/02/2011	125.00	100-55210-154
Total WI PARK & RECREATION ASSOC:					500.00	
WI STATE LABORATORY OF HYGIENE						
1899	WI STATE LABORATORY OF HY	4933147	WATER/SAMPLES	02/02/2011	20.00	610-61630-340
1899	WI STATE LABORATORY OF HY	4939117	WATER/SAMPLES	02/02/2011	20.00	610-61630-340
Total WI STATE LABORATORY OF HYGIENE:					40.00	
WINTER EQUIPMENT CO INC						
1898	WINTER EQUIPMENT CO INC	IV08628	STREET/PLOW MARKER	02/02/2011	59.50	100-53320-353
1898	WINTER EQUIPMENT CO INC	IV08672	STREET/SNOWPLOW REPAIRS	02/02/2011	123.16	100-53320-353
Total WINTER EQUIPMENT CO INC:					182.66	
WIS DEPT OF TRANSPORTATION						
1236	WIS DEPT OF TRANSPORTATI	2011 ANNUAL	GEN BLDG/WI RAILROAD RIGH	02/02/2011	65.00	100-51600-355
Total WIS DEPT OF TRANSPORTATION:					65.00	
WLIA						
3785	WLIA	2011 BAS WO	DPW/THOMSON	02/02/2011	255.00	100-53100-215
Total WLIA:					255.00	
ZARNOTH BRUSH WORKS INC						
419	ZARNOTH BRUSH WORKS INC	0131560-IN	STORMWATER/ST SWEEPER P	02/02/2011	428.00	630-63310-353
419	ZARNOTH BRUSH WORKS INC	0131561-IN	STORMWATER/ST SWEEPER P	02/02/2011	378.20	630-63310-353
Total ZARNOTH BRUSH WORKS INC:					806.20	
Grand Totals:					300,664.45	

Dated: January 27, 2011

Finance Director: 

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

Whitewater University Technology Park Board
 Lakefront Conference Room, City Municipal Building
 312 W Whitewater Street
 Minutes for November 10, 2010

1. Call to Order.

The meeting was called to order at 9:00 am by President Telfer. Members present: Jeff Knight, Peter Zaballos, Kevin Brunner, Ronald Gayhart, Richard Telfer. Excused: Jim Stewart, John Chenoweth. Others present: Ryan Pingel, Denise Ehlen, and Neil Day (J.P. Cullen), Gary Albrecht (CESA2).

2. Approval of Minutes from October 13, 2010 Meeting.

It was moved by Brunner and seconded by Gayhart to approve the minutes from the October 13, 2010 meeting. Approved.

3. Construction Update.

Neal Day of J.P. Cullen gave the following update on the Whitewater Innovation Center Project. The originally scheduled substantial completion date was December 30, 2010 with 10 days of float. Currently the substantial completion date is still December 30th with 4 days of float. Day noted that we have lost 2 days of float during the last month.

Recent progress. The following items were noted:

- 1) Composite metal panel on exterior is 80% complete.
- 2) Glazing of storefront system substantially complete with exception of the doors. Door systems are left off until the last minute to prevent construction damage.
- 3) All site construction complete.
- 4) Asphalt has been installed.
- 5) Plantings and landscape nearly complete.
- 6) Drywall 95% complete.
- 7) Paint 50% complete.
- 8) Drop ceiling 50% complete.
- 9) All flooring material on site.

Upcoming activities for November include the following:

- 1) All incubators and CESA space will be completed and punched out for acceptance.
- 2) On the west end of the building doors and hardware and some miscellaneous interior finishes will be completed.
- 3) The building commissioning final sequences will be taking place between December 6th through December 23rd.
- 4) During the week of December 27th there will be 4 days of float remaining that are intended to be reserved for final closeout issues.

4. Technology Park Infrastructure Update.

Brunner gave a brief update to the Board that included the following:

- 1) Starin Road is still scheduled for substantial completion by the end of November, while noting that the actual road will not be open to traffic until spring of next year (this is due to the fact

that the final asphalt course will be installed in spring).

2) All the Technology Park infrastructure will be completed by the end of November as well with the following exceptions: the East Main Court extension will not be constructed and the asphalt surface course on Greenway Court and Howard Road will not be completed until spring. Also, the multiuse trail project will not be installed until next spring.

5. Dark Fiber Update.

Brunner indicated that the contractor has almost completed the extension of dark fiber to the Innovation Center from the University. This extension will be completed by December 1st.

6. Strategic Plan update.

Telfer indicated that work needs to progress on the Strategic Plan. He appointed a committee of Zaballos, Chenoweth and Ehlen to work and develop the strategic plan and present it at the December meeting.

7. Sources and Use Statement.

Ryan Pingel reviewed the Sources and Use Statement with the Board. There were a few modifications suggested. Telfer and Brunner need to meet with Knight, Gayhart and Pingel to further refine the Sources and Use Statement.

Telfer also indicated that the Sources and Use Subcommittee should be dissolved and folded into the new Tenant/Entrepreneurship Subcommittee. In addition, Telfer suggested that the Tenant/Entrepreneurship Subcommittee be charged with the establishment of lease rates for the Innovation Center.

8. City-University MOU.

Telfer indicated that this still needs to be negotiated between the two parties. Brunner indicated that he would be suggesting two MOUs be executed; one between the City/CDA and the University Technology Park Board for the management and operation of both the Technology Park and the Innovation Center, and secondly, there would be another agreement between the Technology Park Board and the University for lease of space in exchange for technical services to be provided by the University to support the Innovation Center and Technology Park (Innovation Center Management and IT services).

9. Contract Approvals.

It was moved by Telfer and seconded by Zaballos to approve a contract not to exceed \$7,500 with Eppstein Uhen Architects to assist with developing the specifications for procurement of necessary furnishings for the Innovation Center. Approved.

10. Adjourn to Closed Session.

It was then moved by Knight and seconded by Gayhart to adjourn to closed session per Wisconsin Statute 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. Roll call vote: Ayes: Gayhart, Brunner, Knight, Telfer, Zaballos. Noes: None.

The meeting was adjourned to closed session at 9:48 AM. During the closed executive session potential tenants for the building were discussed as well as the lease rates for the facility.

It was then moved by Gayhart and seconded by Knight to reconvene to open session at 10:35

am. Roll call vote: Ayes: Gayhart, Brunner, Knight, Telfer, Zaballos. Noes: None.

11. Next Meeting.

The Board set its next meeting for December 8, 2010 at 9:00 AM at the Whitewater Innovation Center, room to be announced.

12. Adjournment.

It was then moved by Gayhart and seconded by Zaballos to adjourn. Meeting adjourned at 10:35 am.

Respectfully Submitted,

Kevin Brunner, Secretary

Whitewater University Technology Park Board
Whitewater Innovation Center
1221 Innovation Drive
Minutes for December 8, 2010

1. **Call to Order.**

The meeting was called to order at 9:00 am by President Telfer. Members present: Jeff Knight, Peter Zaballos, Kevin Brunner, Jim Stewart, Ronald Gayhart, John Chenoweth (left at 9:45 am), and Richard Telfer. Absent: None. Others present: Jim Caldwell, Mike VandenBosch, Ryan Pingel, Denise Ehlen, and Neil Day (J.P. Cullen), Gary Albrecht (CESA2).

2. **Approval of Minutes from November 10, 2010 Meeting.**

It was moved by Gayhart and seconded by Stewart to approve the minutes from the November 10, 2010 meeting. Approved.

3. **Construction Update-Review Change Orders.**

Neil Day, Project Manager from J. P. Cullen, reviewed the change orders for the Innovation Center Project. After discussion, it was moved by Gayhart, seconded by Stewart to approve Change Orders Number 8 (totaling \$8,464), Number 9 (deduct of \$17,059), Number 10 (totaling \$14,060) and Number 11 (totaling \$13,478). Approved.

4. **Discussion of Completion Date for Innovation Center.**

Day and Brunner indicated that right now the completion date is scheduled for on or about January 3, 2011. However, this date might be extended, if necessary.

5. **Lab Construction Update.**

Telfer indicated that the University is committed to building a lab in the unfinished space (Suite 118). Currently the University is working with Eppstein Uhen and J. P. Cullen to provide the cost for the intended build out of this space. More information on this will follow at the next Board meeting.

6. **Tax Credit Update.**

Brunner and Ehlen indicated that they had reviewed the possibility for tax credits for the building that would accrue to Eppstein Uhen. This needs further discussion with Eppstein Uhen before some decisions can be made.

7. **Starin Road/Tech Park Infrastructure.**

Brunner reported that the Starin Road extension has been completed with the exception of the final surface asphalt course as well as the street lighting. The street lighting will be completed sometime early in 2011 with the final asphalt course to follow sometime in early spring. The Starin Road extension will be closed until the final asphalt course is installed.

Brunner also reported that most of the Tech Park infrastructure has been completed, however, the following items have been held over for completion in spring: 1) final asphalt course for Greenway Court and Howard Road, 2) construction of the Technology Park Multiuse Trail, 3) construction of the East Main Court extension.

8. **Dark Fiber Update.**

Telfer reported that the extension of the dark fiber from the University to the Innovation Center

has been completed with the exception of the work on either end. The bad news is that the extension of the dark fiber from the north to the University will most likely be delayed until early spring due to some complications in getting the necessary Wisconsin DNR permits for a river crossing.

9. Strategic Plan Update.

There was no update given, however, this item will be a major objective of the new Innovation Manager when he or she is hired.

10. Restructuring to Eliminate Sources and Uses Committee and Adjust Duties of Tenant/Entrepreneurship Committee to Include the Establishment of Lease Rates.

It was then moved by Zaballos and seconded by Gayhart to formally create a Tenant/Entrepreneurship Committee. This committee will be responsible for the establishment of lease rates and building tenant relations. Approved.

11. City-University Memorandum of Understanding (MOU)

A draft Memorandum of Understanding between the City and its Community Development Authority and the Whitewater University Technology Park, Inc. was distributed. This MOU will be discussed again at the January meeting of the Board. No action was taken.

12. City-Technology Park Board Memorandum of Understanding (MOU)

Brunner also indicated that a second MOU will be necessary between the Tech Park Board and the University for the provision of University services for the facility as well as the space that the University will occupy in the building. There is a draft of this document. However, it will need to be reviewed by the Board at a future date.

13. Contract Approvals.

It was moved by Gayhart, seconded by Zaballos to approve the following: Authorize up to \$75,000 for the purchase of Innovation Center furnishings from bidders on this project including Emmons Office Interiors and Target Interiors.

14. Adjournment to Closed Session.

There was no need to move to Closed Executive Session so no closed session, as indicated by the agenda, was held.

Telfer then announced that the next meeting of the Board would be held on January 12 at 9:00 am at the Innovation Center Building. He also indicated that we should be targeting a grand opening for the Innovation Center in March of 2011.

It was then moved by Stewart, seconded by Brunner to adjourn. Meeting adjourned at 10:25 am.

Respectfully Submitted,

Kevin Brunner, Secretary



Whitewater CDA - MINUTES
 Monday, December 13, 2010
 4:30 PM
 CDA Board of Directors
 1st Floor Community Room - 312 W Whitewater Street
 Whitewater, WI 53190

1. Call to order and roll call

Tom Miller called the meeting to order at 4:32PM

Present: Jim Allen, Jeff Knight, Al Marshall, Tom Miller, Al Stanek (4:32), Jim Stewart (4:34)

Absent: Patrick Singer

Others Present: Mary Nimm, Kevin Brunner, Doug Saubert, Mike Vandebosh - WCEDA, Jim Caldwell (4:50)

2. Approval of the Agenda

Allen Motioned to approve the agenda. Marshall Seconded.

Ayes: Allen, Knight, Marshall, Miller

Nays: None

Absent: Singer, Stanek, Stewart

The motion to approve the agenda passed on a voice vote.

3. HEARING OF CITIZEN COMMENTS. *No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time.*

4. Approval of the November 15, 2010 Minutes

Marshall Motioned to approve the Minutes. Allen Seconded.

Ayes: Allen, Knight, Marshall, Miller, Stanek

Nays: None

Absent: Singer, Stewart

The motion to approve the minutes passed on a voice vote.

5. Discussion and Possible Action on Strategy for Marketing in 2011

Nimm opened this item for discussion as Stanek had requested the CDA discuss a marketing strategy for 2011.

Nimm noted they had a meeting in November, but felt it didn't produce any results worth reporting. She noted that she has a meeting scheduled with the director of DFW and Tourism Council President and is looking for some direction from the CDA.

Knight - suggest the BP marketing Committee meet and discuss. Marketing does relate to the broader message for WW. Need a better understanding of the qualities that makes a person decide to locate in WW. Needs to be more analysis of the understanding of the message. Recommend the BPM Committee re-meet or have another joint meeting to create a specific plan.

Stanek - suggest we want to have budget parameters to decide what we can accomplish given the funding.

Allen - mailers?

Marshall - business park marketing committee meet again, and then re-meet with the other groups

Knight - call a meeting in January of the BPM C.

6. Discussion and Possible Action on Renewal of Business Park Vacant Property Listing Contract with Equity Commercial and/or other Brokerage Firms

Nimm noted that the listing contract with Equity Commercial expires on 12.31.2010. She asked the board to direct her on the possibility of re-listing with Equity or should she put out an RFP/RFQ and solicit other brokers.

Stewart - suggests no listings until after the marketing plan is formatted

Stanek - thinks we should re-examine our options, might be best to start from scratch

Knight - considers collaborating with WUTP Ex Director

Stewart motioned not to renew the contract with Equity Commercial, Stanek seconded.

Ayes: Allen, Knight, Marshall, Miller, Stanek, Stewart

Nays: None

Absent: Singer

The motion to not renew the contract with Equity Commercial passed on a roll-call vote.

7. Discussion and Possible Action on Whitewater Technology Park

a. MOU – CITY OF WHITEWATER, CITY OF WHITEWATER COMMUNITY DEVELOPMENT AUTHORITY, and the WHITEWATER-UNIVERSITY TECHNOLOGY PARK, INCORPORATED

Brunner introduced the MOU. General agreement is that the CDA would let Technology Park Board handle the management of the Innovation Center and Technology Park. The draft MOU is for CDA review. MOU would be between the City/CDA/TPB, there will then be a subsequent MOU between TPB/UWW. This draft copy is based on outline from the last meeting.

Stanek – term length?

Brunner – 15 years

Knight – run past Attorney Simon?

Stanek – \$20k? in budget?

Brunner – services provided, insurances provided

Stanek – estimate of insurance costs?

Saubert – current carrier is competitive

Stewart – pg 5 – 8.01: include Federal Governing Laws? 11.01: define counterparts?

Knight – concern – termination; need financial responsibilities defined at point of termination

Stanek – 30 day termination notice seems quite short, review of timeframe? Suggest 6 months, list damages and process for termination. Amendments to the agreement: need mechanism to amend the agreement.

Knight – if additional funding needed?

Brunner – financial burden is on the CDA and City, TPB has no funds. What happens with additional revenues of lack of revenue?

Knight – land sale revenues come back to CDA?

Stewart – sinking fund: excess revenue in sinking fund?

Knight – 20 year term to match the EDA first mortgage term?

Stanek – have we built in sinking-fund concept in the lease rates? Long-term maintenance and repair?

Brunner – should have a revised MOU approximately one week before the next meeting in January...

b. Innovation Manager Search

Brunner noted no candidate has been selected as of yet.

c. Economic Development Administration Update

Nimm noted that EDA has switched case managers effective 12.13.10. Our project files are now in the hands of EDA Legal. The EDA project manager has made a request for a legal property description of the parcel that holds the Innovation Center. Nimm and McDonell are working on the paperwork.

Brunner – first request was large and submitted a few months ago, second request has been submitted. May have to go to Council for approval to do an internal borrowing as we have funded the entire project to date without any reimbursement from the EDA.

Saubert – \$3.5m in requests, additional bills to be paid and submitted. By end of 2010 City will have paid their 58% as required by EDA (the grant).

d. Infrastructure Updates

i. Starin Road Extension

Brunner noted that Starin Road is essentially completed with the exception of the surface course, street lights up this week. Scheduled to open in spring, 2011.

ii. Tech Park Infrastructure

Brunner noted TP Infrastructure surface course will be installed in spring, 2011. East Main Court has not been constructed, shall be done in spring. E. Main RR crossing in spring, 2011. Stormwater ponds are completed. Multi-use trail done in spring.

8. CDA Coordinator Updates

a. Business Park Wetland/Ditch Project

Nimm noted that prior to her starting in 2004, the CDA was working on a project that involved the relocation of a "ditch" with DNR involvement. She noted that the project is very near completion as they (she and Fischer) have determined that the purchase of Wetland Credits from a Wetland Bank is a less expensive and quicker solution to completing the project under DNR standards. Nimm shall have the Wetland Affidavit to the Wetland Bank by year end.

b. 25x2025 Planning Grant Status

Brunner – presentation made in Jefferson on City's initiatives to become more energy efficient. The final

presentation shall be made to the Office of Energy Independence on December 15th with the final report being due on December 31st, 2010. Presentations shall be made to the Common Council and CDA in January, 2011.

- 9. Adjourn to closed session at approximately 5:35PM to reconvene approximately 5:45PM per Wisconsin State 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.**

Tom Miller motioned to adjourn to closed session at 5:15PM. Miller invited Ed Daeger and Russ Blakely to participate in the discussion item 9.a. Vandebosh was also invited to participate in 9.a. Allen seconded.

Present: Allen, Knight, Marshall, Miller, Stanek, Stewart

Absent: Singer

Others Present: Nimm, Brunner, Blakely (9.a.), Daeger (9.a.), Vandebosh (9.a.)

- a. **Economic Development Loan Application for DR Plastics**
- b. **Economic Development Loan Extension Request, 226 Whitewater Street, Whitewater, WI**
- c. **Economic Development Loan Extension Request(s), 333 West Center Street, Whitewater, WI**
- d. **Facade Loan Extension Request, 333 West Center Street, Whitewater, WI**

- 10. Reconvene and Roll Call**

Jeff Knight motioned to reconvene at 5:47PM. Marshall seconded.

Present: Allen, Knight, Marshall, Miller, Stanek, Stewart

Absent: Singer

Others Present: Nimm, Brunner

- 11. Discussion and Possible Action on Economic Development Loan for DR Plastics**

NO action taken

- 12. Discussion and Possible Action on Economic Development Loan Extension Request, 226 Whitewater Street, Whitewater, WI**

Knight motioned to approve the loan extension request on a 5yr payment term of P&I. Allen seconded.

Ayes: Allen, Knight, Marshall, Miller, Stanek, Stewart

Nays: None

Absent: Singer

- 13. Discussion and Possible Action on Economic Development Loan Extension Request, 333 West Center Street, Whitewater, WI**

Knight motioned to approve the loan extension request on a 5yr payment term of P&I. Allen seconded.

Ayes: Allen, Knight, Marshall, Miller, Stanek, Stewart

Nays: None

Absent: Singer

- 14. Discussion and Possible Action on Façade Loan Extension Request, 333 West Center Street, Whitewater, WI**

Knight motioned to approve the loan extension request on a 5yr payment term of P&I. Allen seconded.

Ayes: Allen, Knight, Marshall, Miller, Stanek, Stewart

Nays: None

Absent: Singer

- 15. Future Agenda Items**

None requested

- 16. Adjourn**

All Marshall motioned to adjourn at 5:55PM. Stewart seconded.

Respectfully Submitted,

Mary S Nimm, CDA Coordinator



Whitewater CDA - MINUTES
 SPECIAL MEETING
 Wednesday, December 22, 2010
 4:30 PM
 CDA Board of Directors
 2nd Floor Lakefront Conference Room
 312 W Whitewater Street
 Whitewater, WI 53190

1. Call to order and roll call

Tom Miller called the meeting to order at 4:31PM

Present: Jeff Knight, Alan Marshall, Jim Allen, James Stewart, Tom Miller

Absent: Al Stanek, Patrick Singer

Others Present: Cameron Clapper, Kevin Brunner

2. Approval of the Agenda

Al Marshall motioned to approve the Agenda. Allen seconded.

The motion to approve the agenda passed on a voice vote.

3. Adjourn to closed session at approximately 4:35PM to reconvene approximately 4:50PM per Wisconsin State 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

a. Economic Development Loan Application for DR Plastics

Tom Miller motioned to adjourn to closed session at 4:34PM. Allen seconded.

Present: Knight, Marshall, Allen, Stewart, Miller

Absent: Stanek, Singer

Others Present: Cameron Clapper, Kevin Brunner

4. Reconvene and Roll Call

Knight motioned to reconvene into open session at 5:00PM. Allen seconded.

Present: Knight, Marshall, Allen, Stewart, Miller

Absent: Stanek, Singer

Others Present: Cameron Clapper, Kevin Brunner

5. Discussion and Possible Action on Economic Development Loan for DR Plastics

Knight motioned to approve the loan request by DR Plastics and enter into a loan agreement for the requested amount of \$150,000 at a rate of 4% for a four-year term. Marshall seconded.

Ayes: Knight, Marshall, Allen, Stewart, Miller

Nays: None

The motion to approve the Loan Request by DR Plastics passed on a roll-call vote.

6. Adjourn

Knight motioned to adjourn at 5:10PM. Stewart seconded.

Respectfully Submitted,

*Cameron Clapper
 Assistant to the City Manager*

Second Quarter Report

October, November, December - 2010

This report is presented to comply with the Memorandum of Understanding (MOU) adopted in March, 2009 between the CDA and City of Whitewater.

1. Business Retention and Expansion Visits and Communications

**none this quarter*

2. Business Recruitment/Retention

a. Industrial

i. Worked with DR Plastics on loan request/expansion in WW Business Park

b. Retail

3. Loan Fundinga. **Housing**

Balance Available for Lending: \$114,000

Inquiries: 0

Loans to closing: 0

b. **Façade**

Balance Available for Lending: \$80,000

Inquiries: 1

Loans to closing: 0

c. **Industrial****Loan Manual Updates**

Balance Available for Lending: \$770,000

Inquiries: 1

Loans to closing: 0

Loan Extensions: 1

Loans in Default: 1

4. Whitewater Business Park

a. Wetland Mitigation

i. Wetland Credits Purchase/Paperwork/Affidavit

5. Housing

a. Performed reference checks for the proposed Prince Street Student Housing project

6. University Tech Park Project

a. EDA Grant Administration

i. Quarterly Reporting

ii. Responding to numerous Requests for Miscellaneous Information

7. General Redevelopment Projects

a. Train Depot Restoration Project

b. 25x2025 Planning Grant

- i. Attended the Clean Energy Works Summit
- ii. Final Plan Presentation at Quarterly meeting in Waukesha
- iii. Planning Community Energy Event

8. Education & Training

9. Special Events Attended

10. Community Outreach

11. Active Boards and Committees

- a. JCEDC
- b. DTW Promotions
- c. Tourism
- d. Buy Local Committee

12. Other Activities

- a. Distressed TID Amendment
 - i. Agendas, notices, minutes, presentation, JRB meetings, PH
- b. CDBG – HUSCO
 - i. Final application submitted to WI Department of Commerce
- c. GIS
 - i. Attended the EWUG (ESRI Wisconsin User Group) meeting

Respectfully Submitted,



Mary S Nimm
CDA Coordinator

ORDINANCE NO. _____
ORDINANCE ADOPTING THE CITY OF WHITEWATER
EMERALD ASH BORER MANAGEMENT PLAN

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

Section 1. Whitewater Municipal Code Chapter 12, Section 12.24.045 is hereby
created to read as follows:

12.24.045 Adoption of the City of Whitewater Emerald Ash Borer
Management Plan.

- a. The City of Whitewater Emerald Ash Borer Management Plan, and all
amendments and supplements thereto, are hereby adopted and made a part of this
section.
- b. The Emerald Ash Borer Management Plan shall serve as a guide for local
response to an emerald ash borer infestation.

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

Ordinance introduced by Council member _____, who
moved its adoption. Seconded by Council member _____.

AYES:

NOES:

ABSENT:

ADOPTED:

Kevin Brunner, City Manager

Michele R. Smith, City Clerk

MEMORANDUM

To: Kevin Brunner, City Manager
Fr: Dean Fischer, Director of Public Works
Date: January 24, 2011



**Subject: Wastewater Treatment Plant Digester Boiler Contract
Amendment #1 for Construction Related Services and
Authorization to Bid**

The City has received good news in regards to funding for the Biogas boiler project. The biogas project has been ranked by the DNR to receive a Cleanwater Fund loan, which will include 10% forgiveness of principal (see attached funding list). Tim Reel, Wastewater Supt., has also received notification from Focus on Energy that they will provide a grant in the amount of \$34,250 for the project.

The total project cost estimate of \$780,850 is detailed on the attached Clean Water Fund Financial Assistance Application (FAA).

Tim and I need to review the plans and specifications and then the design of the project is complete. The next step is to have Strand Associates prepare the bidding documents and advertise for bids. Attached is the biogas boiler project schedule.

Attached please find the proposal for Amendment #1 for the Strand Agreement to provide construction related services, which includes bidding documents for the Biogas Boiler project for a fee not to exceed \$85,900.

The proposed fee from Strand seemed high to me, so I did some further review. First of all, Strand's proposed fee of \$85,900 is \$19,100 less than what was submitted in the FAA (item 6) to DNR. I then compared the construction related services fee for the current equipment replacement project to the biogas boiler project. The difference between the two contracts was 2 percent with the biogas project fee being higher. I spoke with Strand and they indicated as the projects get smaller, the percentage goes up as some of the services have fixed costs no matter the size of the project (ie: bidding). Not completely satisfied with that answer, I then discussed the fee with the City's DNR contact for construction and he basically confirmed Strand's explanation of the fee.

Just an FYI. Strand was authorized to update the User Charge System for the Biogas project in August 2010 as this was required by the Clean Water Fund program to apply for a loan. They have provided a preliminary draft report, which is being reviewed by staff. Once the final numbers are received for the project cost, the loan amount would be set, and then the User Charge System rates can be presented and adjusted in mid May.

DPW is recommending the approval of Amendment #1 to the Strand Associates Agreement for Design and Construction Related Services for the not to exceed fee of \$85,900 and also request authorization to bid the Biogas Boiler project.

Please place this on the Council's February 1 agenda for consideration.

Cc: email (no attachments):
Jane Carlson, Tim Reel, Doug Saubert

CWFP SFY 2011 Draft Principal Forgiveness Funding List and Additional Federally Funded Projects

Priority Score	Municipality	Project Number	Project Description	Estimated Project Cost	Est. Prin. Forg. (Max = \$824,968) ¹	Est. Green Project Reserve ²	WPDES Permit No.
119.37	ELLSWORTH, VILLAGE OF	4170-04	Modify WWTP for Screens, Flows, Ammonia; Electric Controls	\$2,977,030	\$824,968	\$0	WI0023914
116.656	CHIPPEWA FALLS, CITY OF	4536-03	Upgrade Primary & Secondary Clarifiers; New Chlor. & Dechlor	\$1,808,500	\$180,850	\$0	WI0023604
102.239	FREDERIC, VILLAGE OF	4443-03	Install WWTP Lagoon Covers & Nitrific/Denitrific Facilities	\$1,093,500	\$546,750	\$0	WI0029254
101.981	BELOIT, CITY OF	4608-05	Upgrade Biosolids Dewatering System & Improve Odor Control	\$3,983,978	\$398,398	\$0	WI0023370
100.288	BELLEVUE, VILLAGE OF	5338-04	Construct Stormwater Management Wet Ponds by 2013	\$414,794	\$41,479	\$0	WIS050075
97.192	SUPERIOR, CITY OF	4186-07	Convert WWTP to UV Disinfection & pH Control	\$1,982,674	\$198,267	\$0	WI0025593
96.373	MIDDLETON, CITY OF	5407-02	Stabilize Pheasant Branch Creek - Park St to Parmenter	\$241,900	\$24,190	\$241,900	WI0058416
96.327	ALLOUEZ, VILLAGE OF	4194-08	Construct Taft/East Fox River Stormwater Detention Pond	\$989,454	\$98,945	\$0	WIS050075
96.257	FOND DU LAC, CITY OF	4028-12	Construct Hass Circle Stormwater Quality Pond	\$1,381,694	\$138,169	\$0	WIS050075
95.192	SUPERIOR, CITY OF	4186-15	Replace Chlorine with UV Disinfection at Combined STP #2	\$759,556	\$75,956	\$0	WI0025593
92.47	BROOKFIELD, CITY OF	4275-14	Improve Fox River Water Pollution Control Influent Screening	\$1,636,500	\$163,650	\$0	WI0023469
92.449	WEST BEND, CITY OF	4165-04	Construct Sludge Storage Addition	\$2,525,000	\$252,500	\$0	WI0025763
92.415	WHITWATER, CITY OF	4558-04	Upgrade WWTP Biogas Treatment & Utilization Equipment	\$780,850	\$78,085	\$780,850	WI0020001
92.369	COLUMBUS, CITY OF	4239-06	Upgrade WWTP with Facility Plan Phase 1 Upgrades	\$1,861,421	\$558,426	\$328,691	WI0021008
92.349	PADDOCK LAKE, VILLAGE OF	4554-05	Expand WWTP to 0.80 MGD; Install 9000' of Sewer for I/I	\$10,632,541	\$824,968	\$0	WI0025062
92.333	DENMARK, VILLAGE OF	4074-06	Replace WWTP Rotating Biological Contactors (RBCs)	\$1,497,300	\$449,190	\$0	WI0021741
91.34	FOND DU LAC, CITY OF	4028-13	Construct Rueping-Macy Storm Water Quality Pond	\$2,786,740	\$278,674	\$0	WIS050075
91.298	ROSENDALE, VILLAGE OF	4150-03	New WWTP and Interceptor; Necessary Collection System Work	\$8,723,874	\$824,968	\$1,901,350	WI0028428
90.319	SHARON, VILLAGE OF	4472-02	Storm Wtr Convey & Detention Pond & Sewer Along Hwy C	\$1,143,767	\$343,130	\$497,614	NA
89.633	SPOONER, CITY OF	4471-03	Modify WWTP Including Lagoon Liners, Aeration & Elec System	\$710,977	\$71,098	\$214,572	WI0021067
89.178	NEKOOSA, CITY OF	4042-02	Modify WWTP Primary & Secondary Treatment	\$3,438,637	\$824,968	\$1,632,900	WI0020613
88.37	SAINT FRANCIS, CITY OF	5231-04	Construct Storm Water Pond for 2013 TSS Limits	\$872,402	\$261,721	\$0	WIS049883
87.533	LOWELL, VILLAGE OF	5236-01	Construct New WWTP	\$2,891,988	\$790,334	\$957,100	WI0029271
65.371	RICHLAND CENTER, CITY OF	4060-07	Upgrade WWTP - New Site	\$28,732,328	\$0	\$8,566,070	WI0020109
65.371	RICHLAND CENTER, CITY OF	4060-08	Interceptor to New WWTP Site	\$4,325,620	\$0	\$0	WI0020109
65.346	OCONTO FALLS, CITY OF	4121-04	Improve WWTP Headworks, Secondary Treatment, Sludge Mgt, Etc	\$4,703,950	\$0	\$0	WI0022870
57.304	BOYCEVILLE, VILLAGE OF	4175-03	Rehabilitate Lift Station #3; Install Vertical Fine Screen	\$327,900	\$0	\$0	WI0060330
55.348	RHINELANDER, CITY OF	4132-06	Replacement of Barnes St Lift Station	\$800,000	\$0	\$0	WI0020044
55.331	BELGIUM, VILLAGE OF	4952-09	Construct 1,650' Relay Sewer & Upgrade Manholes, Lift Sta.	\$555,911	\$0	\$0	WI0023353
55.309	GILLETT, CITY OF	4378-03	Upgrade WWTP for Ammonia Limits and Disinfection	\$2,493,150	\$0	\$0	WI0022063
Totals:				\$97,073,936	\$8,249,685	\$15,121,047	
67.301	CASCADE, VILLAGE OF	4160-02	Replace Aerated Lagoon for Ammonia, Phosphorus & Copper	\$2,902,900	\$0	\$0	WI0031372
74.794	CHIPPEWA FALLS, CITY OF	4536-02	Upgrade Bay Street Lift Station & Collection System	\$3,633,347	\$0	\$0	WI0023604
66.541	CONSOL. KOSHKONONG SC	4972-02	Rehab pump stations A-T; Septage Receiving/Pond Improvements	\$4,165,780	\$0	\$0	WI0021059
66.257	DALLAS, VILLAGE OF	4110-02	Upgrade WWTP for Ammonia, Replace Lift Station, Misc Impr.	\$481,364	\$0	\$0	WI0023698
65.315	EDGAR, VILLAGE OF	4621-03	Upgrades to P-Precipitation & Septage Receiving	\$554,860	\$0	\$0	WI0021784
50.27	EDGERTON, CITY OF	4483-08	Upgrade & Add Sanitary Sewers, Construct Lift Station	\$1,162,889	\$0	\$0	WI0020346

C-2

The CWFP can provide funding for equipment, supplies, materials, and construction, if procured in accordance with Wis. Stats. For information regarding bidding requirements, see the "Procurement Guide for Local Governments" at <http://dnr.wi.gov/org/caer/cfa/EL/FORMS/forms.html>.

Wastewater Treatment Projects Clean Water Fund Program (CWFP) Financial Assistance Application

Form 8700-203 (R 3/09) Page 6 of 21

Project Budget Sheet	A	B	C	D	E
Total required for each line item (omit cents) – See Page 5 for Instructions	Contract Number	Total Project Costs	Ineligible Costs*	Eligible Costs Paid By Other Funding Sources**	CWFP Costs Requested
1. Force Account Work #1 Total		\$ 5000	\$	\$	\$ 5000
2. Interim Financing					
a. Net Interest Expense					
b. Legal/Bond Counsel/Underwriter					
c. Financial Advisor					
#2 Total		\$	\$	\$	\$
3. Facility Plan Preparation #3 Total		\$ 4000	\$	\$	\$ 4000
4. Plans/Specs Preparation					
a. Design		70500			70500
b. UCS Update		9950			9950
#4 Total		\$ 80450	\$	\$	\$ 80450
5. Land or Easement Acquisition					
a. Purchase Price					
b. Legal/Appraisal Costs					
c. Relocation Expenses					105000
#5 Total		\$	\$	\$	\$
6. Engineering/Construction Mgmt					
a. Const/observation-Strand		105000			105000
b.		105000			
c.					
d.					
#6 Total		\$ 105000	\$	\$	\$ 105000
7. Construction/Equipment					
a.					
b.					
c.					
d.					
#7 Total		\$ 524000	\$	\$	\$ 524000
8. Contingency (enter 10% of line 7; DNR will adjust amount) #8 Total		\$ 52400	\$	\$	\$ 52400
9. Miscellaneous Costs					
a. Administrative Expenses					
b. Removal/Relocation of Utilities					
c.					
#9 Total		\$	\$	\$	\$
10. CWFP Closing Costs					
a. Bond Counsel		5000			5000
b. Financial Advisor		5000			5000
#10 Total		\$ 10000	\$	\$	\$ 10000
11. Total Project Costs TOTAL		\$ 780850	\$	\$	\$ 780850

*Provide a brief description and source of funds for any cost that is ineligible for CWFP funding.

**Name the other funding sources (CDBG, USDA Rural Development, internal funds, replacement funds, etc.).

Refer to this worksheet when preparing all "Request for Loan Disbursement" forms. Line item requests should not exceed the total indicated on this budget sheet, unless a change has been made and is reflected in the FAA

Biogas Boiler Project

Schedule:

Jan. 26 – Strand to provide proposal for bidding and construction agreement

Feb. 1 – Strand agreement goes to council for consideration and approval

Feb. 24 & Mar 3 – Advertise the project

March 22 – Bid opening at 1:00

April 5 – Council approves the bids

April 5- May 5 – Contracts are reviewed and signed – Notice to Proceed issued

May 12 – Strand provides final user charge report

May 17 – Council approves new rates effective June 1 (expect to move to monthly billing July 1)

May 27 – Final documentation is presented to Cleanwater Fund

July – Close on Cleanwater loan

C-2

DRAFT

January 20, 2011

City of Whitewater
312 West Whitewater Street
P.O. Box 178
Whitewater, WI 53190

Attention: Mr. Dean Fischer, Director of Public Works

Re: Amendment No. 1 to the August 10, 2010, Agreement for Design and
Construction-Related Services
Wastewater Treatment Plant Digester Boiler

This is Amendment No. 1 to the referenced Agreement.

Under **Compensation**, DELETE and REPLACE the second paragraph with the following:

“OWNER shall compensate ENGINEER for Construction-Related Services on an hourly rate basis plus expenses a limiting fee not to exceed \$85,900.”

Under **Schedule**, REPLACE the second paragraph with the following:

“It is anticipated that the project will bid by March 2011, that construction will begin in May 2011, and that all Construction-Related Services will be completed by May 31, 2012.”

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF WHITEWATER

DRAFT

DRAFT

Matthew S. Richards
Corporate Secretary

Date

Kevin Brunner
City Manager

Date

MEMORANDUM

TO: Common Council Members

FROM: Kevin Brunner, City Manager

DATE: January 26, 2011

RE: Memorandum of Understanding between the City/CDA and University Technology Park Board for Operation of Technology Park and Innovation Center.

Please find attached a copy of the Memorandum of Understanding between the City/CDA and the University Technology Park Board of Directors for the Operation of the Technology Park and Innovation Center. This MOU was approved by the Technology Park Board of Directors at its January 12, 2011 meeting and by the Community Development Authority at its January 24, 2011 meeting.

Please note that there have been a number of changes made to this document as requested by the CDA at its last meeting.

This has been written as a one year agreement with the understanding that the parties will endeavor to develop and negotiate a longer term agreement beyond the current year. It is very important at this point in time that we have this MOU in place as the Innovation Center is scheduled to open in mid-February.

I will give you a progress report on the construction and operation of the Innovation Center at next weeks meeting.

approved by CDA

MEMORANDUM OF UNDERSTANDING
FOR THE MANAGEMENT AND OPERATION OF THE
CITY OF WHITEWATER INNOVATION CENTER AND WHITEWATER
UNIVERSITY TECHNOLOGY PARK

(01-26-11-1:00 p.m. Draft)

This Memorandum of Understanding is made by and among the CITY OF WHITEWATER, WISCONSIN, a municipal corporation, hereinafter at times referred to as "City", and the CITY OF WHITEWATER COMMUNITY DEVELOPMENT AUTHORITY, a Wisconsin municipal authority and political subdivision, hereinafter at times referred to as "CDA", and the WHITEWATER-UNIVERSITY TECHNOLOGY PARK, INCORPORATED, hereinafter at times referred to as "Board".

WITNESSETH

WHEREAS, the parties hereto have, in cooperation with the University of Wisconsin-Whitewater, developed a University Technology Park and built an Innovation Center in said park; and

WHEREAS, the City, the CDA, and the Board believe it is in all parties' best interests to delegate the management of the Innovation Center to the Board; and

WHEREAS, this Memorandum of Understanding is necessary for the purpose of setting forth an outline of the responsibilities that the City and the CDA are delegating to the Board concerning the management and operation of the Innovation Center; and

WHEREAS, the Board is willing to accept the duties associated with the management of the Innovation Center and Technology Park; and

WHEREAS, the parties recognize that this development is a unique endeavor for the City and therefore this Memorandum of Understanding is an attempt to provide a framework for the management and operation of the Innovation Center and Technology Park, but all parties recognize that adjustments to this Memorandum of Understanding likely will need to be made after the initial implementation of this Memorandum of Understanding.

Therefore, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE I

TERM OF AGREEMENT

1.01. Initial Term. The initial term of this Memorandum of Understanding shall run for one (1) year commencing on January 1, 2011, and ending on December 31, 2011, unless sooner terminated in accordance with this Agreement or in furtherance of the parties' rights and remedies in the event of a default.

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

ARTICLE II

OPERATION OF INNOVATION CENTER

2.01. **Responsibility for Operation.** During the term of this Memorandum of Understanding, the Board shall have primary responsibility for the management and operation of the Innovation Center. In that regard, subject to the general restrictions set forth in this Memorandum of Understanding, the Board shall have the sole and exclusive control over the right to lease space within the Innovation Center and determine rental lease charges and lease rates.

2.02. **Marketing of Innovation Center.** The Board shall market the Innovation Center leasable space as well as the availability of the Innovation Center Main Conference Room to business and community groups.

2.03. **Facility Usage.** The Board shall establish facility usage policies.

2.04. **Tenant Relations.** The Board shall conduct tenant relations.

2.05. **Business Development.** The Board shall work with tenants in regard to technology and business development matters.

2.06. **Hiring of Manager.** The Board shall have the right to participate in the hiring of the Whitewater Innovation Center manager.

2.07. **Management of Premises.** The Board shall manage all aspects associated with the Innovation Center, including, but not limited to, making necessary repairs, both interior and exterior, structural and nonstructural, HVAC maintenance, building cleaning, snow and ice removal, fire alarm and life and safety matters, Knox box matters, telecommunications equipment, landscaping and lawn care.

2.08. **Information Technology Services.** The Board will provide information technology services to the Innovation Center. Also, it shall be responsible for providing information technology services to tenants to the extent directed by the CDA and the City.

2.09. **Fiber Optic Services.** The Board shall be responsible for the management of fiber optic access and use at the Innovation Center and throughout the Technology Park.

2.10. **Operating Expenses.** Except as otherwise provided in this Memorandum of Understanding, the Board shall be solely responsible for paying when due any and all costs of every kind and nature including, without limitation, those required to operate, maintain or repair the leased premises, such as cleaning, lighting, maintaining, repairing and replacing equipment thereon, the hiring of contractors and subcontractors in connection with maintaining and

repairing the premises, or replacing equipment at the premises, supplies, water and sewer charges, electricity, gas and all other utility charges, license and permit fees, pilot payments, debt service payments, and any and all other expenses whatsoever of maintaining, operating, repairing and replacing the leased premises, except as otherwise provided herein or by separate agreement. If there is a shortfall in the funds necessary to make the payments required hereunder, the City shall be responsible to pay to the Board sufficient funds for the purposes stated herein.

2.11. **Build America Bonds Debt Service Payments.** The Board shall pay as they come due all debt service payments for the Build America Bonds issued for the building of the Innovation Center. If there is a shortfall in the funds necessary to make said payments, the City shall pay the Board sufficient funds to cover said shortfall.

2.12. **Income.** The Board shall receive all income from leases of Innovation Center space.

ARTICLE III

OPERATION OF UNIVERSITY TECHNOLOGY PARK

3.01. **Responsibility for Operation.** During the term of this Memorandum of Understanding, the Board shall have primary responsibility for the management and operation of the University Technology Park. In that regard, subject to the general restrictions set forth in this Memorandum of Understanding, the Board shall have the sole and exclusive control over the right to market and sell real estate within the limits of the University Technology Park and determine, in consultation with the City and CDA, applicable real estate sale charges and rates.

3.02. **Marketing of Innovation Center.** The Board shall market the University Technology Park lots.

3.03. **Facility Usage.** The Board shall establish University Technology Park development requirements and restrictive covenants.

3.04. **Tenant Relations.** The Board shall conduct necessary relations with University Technology Park tenants.

3.05. **Business Development.** The Board shall work with University Technology Park tenants in regard to technology and business development matters.

3.06. **Income.** The net proceeds from any Technology Park lot sales shall be paid to the CDA and shall be used for Technology Park purposes, including but not limited to, the improvement or expansion of the Technology Park.

ARTICLE IV

FINANCIAL RESPONSIBILITIES

4.01. Annual Budget. Not later than September 1st of each calendar year during the term of this Memorandum of Understanding, the Board shall deliver to the City and the CDA an annual budget for the upcoming calendar year. The annual budget will show all anticipated funding and revenues of the Innovation Center and the Technology Park for the upcoming year, together with a schedule of the projected income and expenditures for the upcoming year, with such reserves for capital expenditures and improvements as the Board deems appropriate. Within thirty (30) days after their receipt of the annual budget, the City and the CDA shall provide the Board with any suggestions or comments they may have to the annual budget and the Board shall give reasonable consideration to those suggestions and comments in arriving at its final annual budget for the upcoming calendar year.

4.02. Financial Reports. Not later than thirty (30) days after the end of each calendar quarter during the term of this Memorandum of Understanding, the Board shall submit to the City and the CDA quarterly financial reports for the just ended calendar quarter. Not later than May 1st of each calendar year during the term of this Memorandum of Understanding the Board shall submit to the City and the CDA annual financial reports regarding the operation of the Innovation Center and the Technology Park during the most recent calendar year. All such financial reports shall be subject to the review and/or audit by an independent certified public accountant to the extent such is necessary in connection with the obligations of the parties. In addition, the Board shall make its financial books and records available to representatives of the City and the CDA during normal business hours upon request.

4.03. Insurance. During the term of this Memorandum of Understanding the City shall, at its sole expense, obtain and maintain sufficient comprehensive insurance, including any necessary property, casualty and liability insurance after having consulted with appropriate insurance professionals. The City shall pay for said insurance. Said payment shall be a credit against the City's commitment to pay a \$20,000.00 contribution to the operation of the Innovation Center.

4.04. Sinking Fund. A sinking fund shall be established to be used for major repairs and maintenance, and improvements and expenses related to the Innovation Center and the University Technology Park.

4.05. Excess Funds. All excess funds from the Innovation Center shall be paid to the CDA. The CDA shall deposit reasonable sums from the excess revenues into the sinking fund and if sufficient excess funds are available may make reimbursement payments to itself for its \$750,000.00 contribution to the Innovation Center/Technology Park project.

ARTICLE IV

CITY FUNDING

4.01. Annual Contribution. Each year during the term of this Memorandum of Understanding, the City shall pay a \$20,000.00 contribution to the cost of maintaining and

operating the Innovation Center. The City shall be credited on this payment for any insurance payments it makes as well as any in kind services by the City such as but not limited to snow and ice removal, property maintenance, financial, accounting and legal services for the Innovation Center and Technology Park.

ARTICLE V

TERMINATION

5.01. Termination. Any party to this Memorandum of Understanding may terminate it by giving all other parties to the Memorandum of Understanding six (6) months written notice. After notice is given, the parties shall meet within thirty (30) days to agree on the process that will be used to transfer the management and operation of the Innovation Center and Technology Park to the successor manager. Both parties shall share all information necessary to facilitate the transition. All parties will cooperate so that the transfer of the management and control of the Innovation Center and Technology Park will be completed in an efficient and professional manner. The financial responsibilities set forth herein shall be retained by the Board during the 6 months time period after termination.

ARTICLE VI

EQUAL OPPORTUNITIES

6.01. Discrimination. All parties agree that in the operation, management and use of the leased premises they will abide by all applicable federal, state and local laws, codes and ordinances relating to equal opportunities and non-discrimination. Without limiting the generality of the foregoing, all parties covenant that they will not discriminate against any employee or applicants for employment at the Innovation Center or the Technology Park in any manner or commit discrimination on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry.

ARTICLE VII

ECONOMIC DEVELOPMENT AUTHORITY OF THE UNITED STATES GRANT REQUIREMENTS

7.01. Grant Requirements. All parties agree that the operation and use of the Innovation Center and Technology Park is subject to certain grant requirements established by the Economic Development Administration (EDA) of the United States. All parties agree to abide by said grant requirements. This Memorandum of Understanding shall be null and void if it is at any time found to be in violation of the grant terms.

ARTICLE VIII

MISCELLANEOUS

8.01. Governing Law. Laws of the State of Wisconsin (and, where applicable, Federal law due to the EDA grant funding) shall govern the interpretation and enforcement of this Memorandum of Understanding.

ARTICLE IX**SUCCESSORS AND ASSIGNS**

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

ARTICLE X**AMENDMENT**

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

ARTICLE XI**COUNTERPARTS**

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

ARTICLE XII**SEVERABILITY**

12.01. Severability. If any provision of this Memorandum of Understanding shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy or for any reason such circumstance shall not have the affect of rendering the provision in question inoperative or unenforceable in any other case or

circumstances or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever, the invalidity of any one or more phrases, sentences, clauses or paragraphs in this Memorandum of Understanding shall not affect the remaining portions of this document or any part thereof.

ARTICLE XIII

THIRD PARTY BENEFICIARIES

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

ARTICLE XIV

EXCULPATORY PROVISION

14.01. Exculpatory Provision. The parties to this Memorandum of Understanding expressly acknowledge and agree that, anything herein to the contrary notwithstanding, no officer, director, employee, agent, or officials (elected or appointed) of any party hereto shall have any personal liability or obligation arising out of this Memorandum of Understanding, and no party hereto shall make any claims to the contrary.

ARTICLE XV

RULES OF CONSTRUCTION/CONDUCT

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

SIGNATURE PAGE

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

CITY OF WHITEWATER

By: _____
Kevin Brunner, City Manager Date

By: _____
Michele R. Smith, City Clerk Date

**COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF WHITEWATER**

By: _____
Thomas Miller, President Date

By: _____
Mary Nimm, CDA Coordinator Date

**WHITEWATER – UNIVERSITY TECHNOLOGY
PARK, INCORPORATED**

By: _____
Dr. Richard Telfer, President Date

By: _____
James Stewart, Vice President Date