CITY OF WHITEWATER
COMMON COUNCIL AGENDA
Common Council Meeting
Tuesday, February 7, 2012 – 6:30 p.m.
City of Whitewater Municipal Building Community Room
312 W. Whitewater Street Whitewater, Wisconsin

Amended 2/3/12 at 11:00 a.m. changing the R-1 to read "Approval of Memorandum of Understanding with Community Development Authority and University Technology Park Board for Operation of Whitewater University Technology Park and Innovation Center"

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

CA-A	Approval of Common Council Minutes of 1/17/2012.
CA-B	Approval of Payment of Invoices Processed through 02/1/2012.
CA-C	Acknowledgment of Receipt and Filing of the Following: *CDA Minutes of 12/12/11, 1/12/12; 1/17/12; & 1/24/12 Minutes. *Park & Recreation Board Minutes of 12/5/2011.
CA-D	Expedited approval of the following items, per city staff recommendation: R-4, R-5, O-2

REPORTS:

City Manager	1) Employee Length of Service Awards; 2) Report on 2011 City Performance Report; 3) Downtown Whitewater Annual Report; 4) Tourism Annual 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:

R-1	**Approval of Memorandum of Understanding with Community Development Authority and University Technology Park Board for Operation of Whitewater University Technology Park and Innovation Center (CDA and Tech Park Board Request)**
R-2	Delegating Management and Control of the Effigy Mounds Preserve to the Whitewater Park and Recreation Board.
R-3	Adopting the Whitewater Effigy Mounds Preserve Preservation and Restoration Plan (Park and Recreation Board Request).
*R-4	Budget Transfer Resolution (Finance Director Request)
*R-5	Amending Memorandum of Understanding with UWW regarding Polling Place (Ward Number Changes Due to Ward Redistricting).

ORDINANCES: First Reading

O -1	Amending Chapter 11.32, Heavy Truck Traffic Routes, and Repealing Chapter 11.54, Heavy Truck Traffic.
O-2	Amending Chapter 1.21.010, Schedule of Deposits, relating to heavy truck traffic violations.

ORDINANCES: Second Reading

*O -2	Amending Chapter 5 of Municipal Code, extending hours of operation for Class A licensees. (Councilmember Olsen Request)

CONSIDERATIONS:

C-1	Review of City Procurement / Purchasing Policy and Possible Direction regarding same (Councilmember Olsen Request)
C-2	Approval of Effigy Mounds Preserve Fence Agreements or Other Actions Concerning Fences. (City Attorney Request) .
C-3	Approval of three-year city engineering contract with Strand Associates. (City Manager Request)
C-4	Review of 2nd Council meeting date in February (due to election on 2/21/12, meeting would be held on 2/23/2012) and possible direction regarding maintaining the 2/21/12 meeting date.
C-5	Request for Future Agenda Items.
C-6	Adjournment.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk at least 24 hours prior to the meeting.

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

MEMORANDUM

TO: Common Council

FROM: Kevin Brunner, City Manager

DATE: February 2, 2012

RE: **Comments on February 7, 2012 Common Council Meeting Agenda Items**

1. **Approving Amending MOU with UW-Whitewater Regarding Polling Place**
   As I understand this MOU amendment, it is necessary due to recent boundary redistricting done by the State Legislature. I recommend approval.

2. **Approval of MOU between the City, CDA and Tech Park Board for the Operation of the Whitewater University Technology Park and the Innovation Center**
   Both the CDA and Tech Park Board have unanimously recommended approval of this MOU to the Common Council. There is detailed information in my cover memo in the agenda packet regarding the substantive changes that have been made from the preliminary initial year MOU that was approved by the three parties early in 2011. I would certainly also recommend approval of this MOU to the Common Council.

3. **Assigning Jurisdiction of Effigy Mounds to Parks and Recreation Board**
   When this issue was discussed with the Common Council last summer, general direction to staff was provided that, once some of the boundary issues could be resolved (i.e. fencing removed from the Effigy Mounds Preserve) a resolution would come back to the Council that would designate the Whitewater Parks and Recreation Board as the responsible municipal body, subject to City Council authority, to govern, manage, control, improve and care for the Whitewater Effigy Mounds Preserve in the future. This resolution has been drafted pursuant to that direction from Council.

   I recommend approval of this resolution with the understanding that the Parks and Recreation Board's management and control of the Effigy Mounds Preserve shall be in compliance with the City of Whitewater Landmarks Ordinance and any State laws applicable to the Mounds Preserve.

4. **Adopting Effigy Mounds Restoration Plan**
   I recommend approval. There has been a considerable amount of time and effort put into this plan and it has been recommended for adoption by the Parks and Recreation Board to the Council. The big issue, of course, will be how the plan might be financed over the next several years but that will be something that will have to be determined as we move forward in the future.

5. **2012 Budget Transfer Resolution #1**
   I recommend approval of this budget line item transfer which will better reflect the practice that we have implemented that the Public Works Department will service and maintain the

Police Department squad cars and undercover vehicles. In essence, what we are recommending is that rather than having police squad vehicle repairs be in the Police Department Budget, that they be transferred to the Public Works Department (this is similar to how a central equipment agency would operate).

6. **Ordinance Regarding Truck Traffic Routes.**
   I want to first note that the Community Development Authority, earlier this week, passed the following motion: "The Council should do more research and investigation on potential truck routes through the City, particularly by determining the fiscal impact on Whitewater business park firms, before action is taken on eliminating Janesville Street as a designated truck route."

   In discussing this issue with Public Works Director Dean Fischer, I don't think city staff has any problem with delaying any action with regard to Janesville Street. Our chief concern is designating US Business 12 as an allowed truck route and the elimination of trucks on Whitewater Street.

7. **Review of City Procurement/Purchasing Policy and Possible Direction Regarding Same**
   Councilmember Olsen has requested that the current City procurement/purchasing policy be amended to include a local preference (as I understand it, the price quoted from local businesses could be up to five percent higher than those from outside the City and in such situations the City would purchase from that local firm due to the policy of local preference) I certainly have no problem with making such a local purchasing preference in our policy (I was one of the people that initiated the "Buy Whitewater, Buy Local" campaign) and believe firmly that we should be patronizing as much as we can the local business community. The only caveat that I would make is that Wisconsin Act 32 prohibits any local preference policy for public works projects, so those projects would have to be excluded. Also, some federal funding requirements preclude us from having a local buying preference. For example, we cannot indicate on the bids that the City will be letting soon for the restoration of the old train depot that local vendors are preferred. We cannot include such a preference because of the federal funding involved on this project.

8. **Approval of Effigy Mounds Preserve Fence Agreements or Other Actions Concerning Fences**
   City Attorney McDonell has worked extensively on trying to secure the removal of fences that are located on the Effigy Mounds Preserve property. One property owner has signed an agreement while two other property owners have not. Attorney McDonell will discuss these agreements with the Common Council and I believe we have taken this issue as far as we were directed by Council as well as how far we need to under applicable laws.

9. **Approval of Three Year City Engineering Contract with Strand and Associates.**
   Recommend approval. Please see my cover memo for more detailed information on this item.

10. **Review of Next Council Meeting Date**
    By local ordinance, any time there is a local election that falls on the day of a Council

meeting, the Council meeting is to be rescheduled for the following Thursday evening. On February 21st there is a primary election for one ward within the Jefferson County portion of the City. Since this is a relatively minor election and won't affect most of the City, my recommendation would be to hold the next Council meeting on the regular meeting date, which would be February 21st and not reschedule it per ordinance to the following Thursday.

If any of you have any questions regarding these comments, please feel free 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 17, 2012

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

It was moved by Councilmember Olsen and seconded by Councilmember Binnie to approve the Council minutes of December 6, 2011 and December 20, 2011; and to acknowledge receipt and filing of the following: Report of Manual Checks for December, 2011; Plan Commission Minutes of December 12, 2011; Innovation Center Minutes of December 14, 2011; and Irvin L. Young Memorial Library Board Minutes of December 12, 2011. AYES:, Binnie, Singer, Stewart, Olsen, Abbott Kienbaum. NOES: None. ABSENT: Winship.

APPROVAL OF PAYMENT OF INVOICES. It was moved by Olsen and seconded by Binnie to approve payment of invoices in the total sum of $585,925.02. AYES: Singer, Stewart, Olsen, Binnie, Abbott, Kienbaum. NOES: None. ABSENT: Winship.

STAFF REPORT. City Manager Brunner presented a plaque to the UW-Whitewater NCAA Division III Football Champions. Brunner also gave an update on the Technology Park. The Tourism report was delayed until the next meeting, and DPW Director Fischer reported that there will be a delay of the construction of the Newcomb/Milwaukee Intersection construction.

HEARING OF CITIZEN COMMENTS. None.

RESCINDING 2009 TAXES FOR MACLEAN FOGG.

RESOLUTION RESCINDING 2009 TAXES FOR MACLEAN FOGG

WHEREAS, MacLean Fogg Polymer Technology, a manufacturing property in the City of Whitewater (Computer Number 76-64-291 – R000004087, Parcel Number /WBP10001), was assessed by the State of Wisconsin for the year 2009 in the total amount of $1,695,000, and

WHEREAS, MacLean Fogg Polymer Tech appealed the assessment made by the State of Wisconsin, and

WHEREAS, the Wisconsin Tax Appeals Commission reduced the assessed value from $1,695,000 to $1,400,500, and

WHEREAS, the City does not contest said reduction.

NOW THEREFORE, BE IT RESOLVED, that the City Clerk and City Treasurer are authorized, under the direction of the City Attorney, to refund excessive tax paid by MacLean Fogg Polymer Tech, and to take such other actions as are necessary to finalize this matter.

Resolution introduced by Councilmember Olsen, who moved its adoption. Seconded by Councilmember Binnie. AYES: Olsen, Abbott, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: Winship. ADOPTED: January 17, 2012.

Kevin M. Brunner, City Manager Michele R. Smith, City Clerk

AMENDING CHAPTER 5 OF MUNICIPAL CODE, EXTENDING HOURS OF OPERATION FOR CLASS A LICENSES. Due to a change in the State Statute, municipalities may allow extension of the hours of operation for sales of beer and alcohol.

AN ORDINANCE AMENDING SECTION 5.20.090
CLOSING HOURS FOR RETAIL ALCOHOL ESTABLISHMENTS

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

SECTION 1: Whitewater Municipal Code, Chapter 5.20, Section 5.20.090 (2), is hereby amended to read as follows:

5.20.90. Hours.

(2) If a retail class "A" license, between 9:00 p.m. and 6:00 a.m., except that a retail class "A" licensed premises may remain open at any and all other times, provided there is no sale of alcohol beverages between the hours of 9:00 p.m. and 6:00 a.m.

Ordinance introduced by Councilmember Olsen, who moved its adoption. Seconded by Councilmember Stewart. AYES: Olsen, Abbott, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: Winship. FIRST READING APPROVED: January 17, 2012.

Kevin M. Brunner, City Manager Michele R. Smith, City Clerk

APPOINTMENT OF CITIZEN MEMBER TO PLAN COMMISSION. It was moved by Olsen and seconded by Binnie to appoint Jacob A. Henley to the open Plan Commission board position. AYES: Olsen, Abbott, Binnie, Singer, Kienbaum, Stewart. NOES: None. Absent: Winship.

MEMORANDUM OF UNDERSTANDING WITH UW-WHITEWATER RELATING TO PRINCE AND PRAIRIE STREET IMPROVEMENTS AND RELATED PARKING. City Manager Brunner presented a Memorandum of Understanding between the City and the University regarding reconstruction of North Prince Street and future public parking on those streets. The agreement states that the University will pay, as a voluntary contribution toward the Street, an estimated amount of $533,950 to cover the costs of burial of utilities. The sum will be paid over a five-year period beginning in 2013. The City intends to implement on-street parking fees on N. Prince Street, from W. Main Street to Starin Road, as well as on N. Prairie Street. The fees will be used to offset future city street maintenance costs. The University has agreed to work with the City on developing a parking system that is compatible with the current University system. The University further agrees to administer the public parking system on behalf of the City. The University will collect all fees and forfeitures on behalf of the City in exchange for a 10% administrative fee. It was moved by Olsen and seconded by Binnie to approve the MOU between the City and the University, as presented to the Common Council. AYES: Olsen, Abbott, Binnie, Singer, Kienbaum, Stewart. NOES: None. Absent: Winship.

APPROVAL OF BUILDING INSPECTION CONTRACT WITH MUNICIPAL ZONING AND INSPECTION SERVICES. It was moved by Olsen and seconded by Binnie to approve a contract for Building Inspection and related services with KAHUBE, LLC (d/b/a Municipal Zoning and Inspection Services) commencing 2/1/12 for a one-year period. AYES: Olsen, Abbott, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: Winship.

DISCUSSION REGARDING POSSIBLE REVISIONS TO CHAPTERS 11.32.010 AND 11.54.010 RELATING TO HEAVY/TRUCK TRAFFIC. DPW Director Fischer indicated that ordinances regarding truck traffic routes have not been updated since the opening of the Highway 12 bypass. Specific Streets that he recommended be considered for "no truck traffic" would be: Walworth Ave. (Hwy 12 to Franklin); Indian Mound Parkway (Main to Walworth); E. Main Street (Wisconsin to Newcomb); Newcomb St. (Milwaukee St to Clay); Janesville Street (Hwy 59 to Franklin); and Whitewater Street (Main to Janesville). Councilmember Olsen wanted to be sure that the local trucking companies were notified. It was agreed that an ordinance would be coming, and that local trucking companies would be notified of the proposed changes. It was clarified that truck traffic for delivery purposes to a business were permitted.

APPROVAL OF 2012-2013 AMBULANCE AGREEMENT WITH COLD SPRING TOWNSHIP. It was moved by Olsen and seconded by Binnie to approve the 2012 – 2013 Ambulance Agreement with the Town of Cold Spring. AYES: Olsen, Abbott, Binnie, Singer, Kienbaum, Stewart. NOES: None. ABSENT: Winship.

COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS. None.

ADJOURNMENT It was moved by Olsen and seconded by Stewart to adjourn the meeting.
AYES: Abbott, Binnie, Singer, Olsen, Stewart, Kienbaum. NOES: None. ABSENT: Winship. Being no further business to come before the regular portion of the meeting, the meeting adjourned at 7:01 p.m.

Respectfully submitted,

Michele R. Smith
City Clerk

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
59 & I-90 TRUCKS & PARTS INC						
5494	59 & I-90 TRUCKS & PARTS INC	19263	STREET/DOOR	02/08/2012	350.00	100-53320-353
	Total 59 & I-90 TRUCKS & PARTS INC:				350.00	
ABENDROTH WATER COND						
502	ABENDROTH WATER COND	502-020112	WASTEWATER/LAB SUPPLIES	02/01/2012	21.39	620-62870-340
	Total ABENDROTH WATER COND:				21.39	
ADVANCE PRINTING INC						
1295	ADVANCE PRINTING INC	17372	PLANNING/BIRKELAND CARDS	02/08/2012	75.00	100-56300-310
1295	ADVANCE PRINTING INC	17435	WATER/UTILITY BILLS	02/08/2012	630.00	610-61921-310
1295	ADVANCE PRINTING INC	17435	WASTEWATER/UTILITY BILLS	02/08/2012	630.00	620-62820-310
1295	ADVANCE PRINTING INC	17435	STORMWATER/UTILITIY BILLS	02/08/2012	630.00	630-63300-310
	Total ADVANCE PRINTING INC:				1,965.00	
AIRGAS NORTH CENTRAL						
4760	AIRGAS NORTH CENTRAL	105145723	STREET/OPERATING SUPPLIE	02/08/2012	52.89	100-53230-340
	Total AIRGAS NORTH CENTRAL:				52.89	
AIRWAY SALES INC						
641	AIRWAY SALES INC	18148	GEN BLDG/FILTERS	02/08/2012	223.12	100-51600-244
641	AIRWAY SALES INC	18165	INNOVATION CTR/FILTERS	02/08/2012	1,181.51	920-56500-250
641	AIRWAY SALES INC	18209	GEN BLDG/FILTERS	02/08/2012	210.40	100-51600-244
	Total AIRWAY SALES INC:				1,615.03	
ALADTEC INC						
4406	ALADTEC INC	5301	RESCUE/EMS MANAGER LICEN	02/08/2012	495.00	100-52300-340
	Total ALADTEC INC:				495.00	
ALL PEST CONTROL						
4613	ALL PEST CONTROL	2012-1003	COMMUNITY BLDG/ PEST CON	02/08/2012	57.00	100-51600-355
	Total ALL PEST CONTROL:				57.00	
ALLIED GLOVE & SAFETY PRODUCTS CORP						
6381	ALLIED GLOVE & SAFETY PRO	1/925160	LIBRARY BLDG/TOWELS	02/08/2012	55.52	100-55111-355
6381	ALLIED GLOVE & SAFETY PRO	1/925160	GEN BLDG/TOWELS	02/08/2012	111.04	100-51600-340
	Total ALLIED GLOVE & SAFETY PRODUCTS CORP:				166.56	
ALPHA TERRA SCIENCE INC						
5899	ALPHA TERRA SCIENCE INC	113227	DPW/LABOR	02/08/2012	832.50	100-53100-345
	Total ALPHA TERRA SCIENCE INC:				832.50	
AMERICAN INDUSTRIAL LEASING CO						
5928	AMERICAN INDUSTRIAL LEASI	309521	IT/GEN ADMN COPIER	02/08/2012	819.00	100-51450-244

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
5928	AMERICAN INDUSTRIAL LEASI	309521	IT/FINANCE COPIER	02/08/2012	645.00	100-51450-244
5928	AMERICAN INDUSTRIAL LEASI	309521	IT/PLANNING COPIER	02/08/2012	322.50	100-51450-244
5928	AMERICAN INDUSTRIAL LEASI	309521	IT/DPW COPIER	02/08/2012	322.50	100-51450-244
5928	AMERICAN INDUSTRIAL LEASI	309521	IT/POLICE COPIER	02/08/2012	645.00	100-51450-244
	Total AMERICAN INDUSTRIAL LEASING CO:				2,754.00	
ANICH LUMBER & HARDWAR CO, AJ						
1601	ANICH LUMBER & HARDWAR C	15201	STREET/MAINTENANCE MATE	02/08/2012	937.75	100-53230-352
	Total ANICH LUMBER & HARDWAR CO, AJ:				937.75	
AROPA DESIGNS						
880	AROPA DESIGNS	32374	REC/BB JERSEYS	02/08/2012	25.00	100-55300-341
	Total AROPA DESIGNS:				25.00	
AT&T LONG DISTANCE						
4746	AT&T LONG DISTANCE	4746-020812	SAFETY BLDG/PHONE	02/08/2012	22.14	100-51600-225
4746	AT&T LONG DISTANCE	4746-020812	LIBRARY/PHONE	02/08/2012	8.46	100-55110-225
4746	AT&T LONG DISTANCE	4746-020812	STREET/PHONES	02/08/2012	11.00	100-53230-241
4746	AT&T LONG DISTANCE	4746-020812	WATER/PHONE	02/08/2012	3.91	610-61921-310
4746	AT&T LONG DISTANCE	4746-020812	WASTEWATER/PHONE	02/08/2012	9.09	620-62820-225
	Total AT&T LONG DISTANCE:				54.60	
AUDIOGO						
3311	AUDIOGO	441071	LIBRARY/ADULT AUDIO VISUAL	02/08/2012	292.29	220-55110-326
	Total AUDIOGO:				292.29	
BADGER WELDING SUPPLIES INC						
4990	BADGER WELDING SUPPLIES I	3062715	STREET/ALUMINUM WIRE	02/08/2012	25.06	100-53230-340
	Total BADGER WELDING SUPPLIES INC:				25.06	
BAKER & TAYLOR BOOKS						
95	BAKER & TAYLOR BOOKS	2026601011	LIBRARY/ADULT BOOKS	02/08/2012	10.68	220-55110-321
95	BAKER & TAYLOR BOOKS	2026601012	LIBRARY/ADULT BOOKS	02/08/2012	13.46	220-55110-321
95	BAKER & TAYLOR BOOKS	2026601013	LIBRARY/ADULT BOOKS	02/08/2012	33.60	220-55110-321
95	BAKER & TAYLOR BOOKS	2026601014	LIBRARY/JUVENILE BOOKS	02/08/2012	6.91	220-55110-323
95	BAKER & TAYLOR BOOKS	2026601015	LIBRARY/ADULT BOOKS	02/08/2012	14.56	220-55110-321
95	BAKER & TAYLOR BOOKS	2026601016	LIBRARY/JUVENILE BOOKS	02/08/2012	1,126.68	220-55110-323
95	BAKER & TAYLOR BOOKS	2026601130	LIBRARY/ADULT BOOKS	02/08/2012	87.39	220-55110-321
95	BAKER & TAYLOR BOOKS	2026601431	LIBRARY/JUVENILE BOOKS	02/08/2012	35.37	220-55110-323
95	BAKER & TAYLOR BOOKS	2026601432	LIBRARY/JUVENILE BOOKS	02/08/2012	31.81	220-55110-323
95	BAKER & TAYLOR BOOKS	2026607462	LIBRARY/ADULT BOOKS	02/08/2012	25.17	220-55110-321
95	BAKER & TAYLOR BOOKS	2026607463	LIBRARY/ADULT BOOKS	02/08/2012	14.59	220-55110-321
95	BAKER & TAYLOR BOOKS	2026607464	LIBRARY/ADULT BOOKS	02/08/2012	15.74	220-55110-321
95	BAKER & TAYLOR BOOKS	2026607465	LIBRARY/ADULT BOOKS	02/08/2012	95.22	220-55110-321
95	BAKER & TAYLOR BOOKS	2026607466	LIBRARY/ADULT BOOKS	02/08/2012	15.12	220-55110-321
95	BAKER & TAYLOR BOOKS	2026607467	LIBRARY/JUVENILE BOOKS	02/08/2012	16.79	220-55110-323
95	BAKER & TAYLOR BOOKS	2026607468	LIBRARY/ADULT BOOKS	02/08/2012	45.42	220-55110-321
95	BAKER & TAYLOR BOOKS	2026607469	LIBRARY/ADULT BOOKS	02/08/2012	15.68	220-55110-321
95	BAKER & TAYLOR BOOKS	2026607470	LIBRARY/ADULT BOOKS	02/08/2012	15.68	220-55110-321
95	BAKER & TAYLOR BOOKS	2026607471	LIBRARY/JUVENILE BOOKS	02/08/2012	21.54	220-55110-323
95	BAKER & TAYLOR BOOKS	2026617164	LIBRARY/ADULT BOOKS	02/08/2012	28.29	220-55110-321
95	BAKER & TAYLOR BOOKS	2026617165	LIBRARY/ADULT BOOKS	02/08/2012	35.15	220-55110-321

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
95	BAKER & TAYLOR BOOKS	2026617166	LIBRARY/ADULT BOOKS	02/08/2012	28.27	220-55110-321
95	BAKER & TAYLOR BOOKS	2026617167	LIBRARY/ADULT BOOKS	02/08/2012	75.64	220-55110-321
95	BAKER & TAYLOR BOOKS	2026617168	LIBRARY/ADULT BOOKS	02/08/2012	27.43	220-55110-321
95	BAKER & TAYLOR BOOKS	2026617169	LIBRARY/JUVENILE BOOKS	02/08/2012	15.90	220-55110-323
95	BAKER & TAYLOR BOOKS	2026617170	LIBRARY/JUVENILE BOOKS	02/08/2012	34.10	220-55110-323
95	BAKER & TAYLOR BOOKS	2026617171	LIBRARY/ADULT BOOKS	02/08/2012	14.00	220-55110-321
95	BAKER & TAYLOR BOOKS	2026627235	LIBRARY/ADULT BOOKS	02/08/2012	9.44	220-55110-321
95	BAKER & TAYLOR BOOKS	2026627236	LIBRARY/ADULT BOOKS	02/08/2012	119.98	220-55110-321
95	BAKER & TAYLOR BOOKS	2026627237	LIBRARY/JUVENILE BOOKS	02/08/2012	10.10	220-55110-323
95	BAKER & TAYLOR BOOKS	2026627238	LIBRARY/ADULT BOOKS	02/08/2012	45.39	220-55110-321
95	BAKER & TAYLOR BOOKS	2026627239	LIBRARY/ADULT BOOKS	02/08/2012	15.12	220-55110-321
95	BAKER & TAYLOR BOOKS	2026627240	LIBRARY/ADULT BOOKS	02/08/2012	15.14	220-55110-321
95	BAKER & TAYLOR BOOKS	2026627241	LIBRARY/ADULT BOOKS	02/08/2012	15.14	220-55110-321
95	BAKER & TAYLOR BOOKS	2026627242	LIBRARY/ADULT BOOKS	02/08/2012	14.59	220-55110-321
95	BAKER & TAYLOR BOOKS	2026627243	LIBRARY/JUVENILE BOOKS	02/08/2012	15.36	220-55110-323
95	BAKER & TAYLOR BOOKS	2026632775	LIBRARY/ADULT BOOKS	02/08/2012	24.52	220-55110-321
95	BAKER & TAYLOR BOOKS	2026633488	LIBRARY/ADULT BOOKS	02/08/2012	261.38	220-55110-321
95	BAKER & TAYLOR BOOKS	2026633489	LIBRARY/ADULT BOOKS	02/08/2012	65.00	220-55110-321
95	BAKER & TAYLOR BOOKS	2026633490	LIBRARY/ADULT BOOKS	02/08/2012	29.11	220-55110-321
95	BAKER & TAYLOR BOOKS	2026633491	LIBRARY/JUVENILE BOOKS	02/08/2012	19.14	220-55110-323
95	BAKER & TAYLOR BOOKS	2026633492	LIBRARY/JUVENILE BOOKS	02/08/2012	42.78	220-55110-323
95	BAKER & TAYLOR BOOKS	2026640100	LIBRARY/ADULT BOOKS	02/08/2012	16.27	220-55110-321
95	BAKER & TAYLOR BOOKS	2026640101	LIBRARY/ADULT BOOKS	02/08/2012	12.57	220-55110-321
95	BAKER & TAYLOR BOOKS	2026640102	LIBRARY/ADULT BOOKS	02/08/2012	17.00	220-55110-321
95	BAKER & TAYLOR BOOKS	2026640103	LIBRARY/JUVENILE BOOKS	02/08/2012	14.86	220-55110-323
95	BAKER & TAYLOR BOOKS	2026640104	LIBRARY/ADULT BOOKS	02/08/2012	15.12	220-55110-321
95	BAKER & TAYLOR BOOKS	2026640105	LIBRARY/JUVENILE BOOKS	02/08/2012	6.15	220-55110-323
95	BAKER & TAYLOR BOOKS	2026640106	LIBRARY/JUVENILE BOOKS	02/08/2012	822.16	220-55110-323
95	BAKER & TAYLOR BOOKS	2026640257	LIBRARY/ADULT BOOKS	02/08/2012	210.13	220-55110-321
95	BAKER & TAYLOR BOOKS	2026646754	LIBRARY/ADULT BOOKS	02/08/2012	23.37	220-55110-321
95	BAKER & TAYLOR BOOKS	2026646755	LIBRARY/ADULT BOOKS	02/08/2012	15.15	220-55110-321
95	BAKER & TAYLOR BOOKS	2026646756	LIBRARY/ADULT BOOKS	02/08/2012	12.57	220-55110-321
95	BAKER & TAYLOR BOOKS	2026646757	LIBRARY/ADULT BOOKS	02/08/2012	47.04	220-55110-321
95	BAKER & TAYLOR BOOKS	2026646758	LIBRARY/ADULT BOOKS	02/08/2012	170.95	220-55110-321
95	BAKER & TAYLOR BOOKS	2026646759	LIBRARY/ADULT BOOKS	02/08/2012	14.59	220-55110-321
95	BAKER & TAYLOR BOOKS	2026646760	LIBRARY/ADULT BOOKS	02/08/2012	14.03	220-55110-321
95	BAKER & TAYLOR BOOKS	2026646761	LIBRARY/ADULT BOOKS	02/08/2012	15.70	220-55110-321
95	BAKER & TAYLOR BOOKS	2026646763	LIBRARY/JUVENILE BOOKS	02/08/2012	25.77	220-55110-323
95	BAKER & TAYLOR BOOKS	2026646765	LIBRARY/ADULT BOOKS	02/08/2012	11.20	220-55110-321
95	BAKER & TAYLOR BOOKS	2026651621	LIBRARY/ADULT BOOKS	02/08/2012	42.33	220-55110-321
95	BAKER & TAYLOR BOOKS	2026651622	LIBRARY/ADULT BOOKS	02/08/2012	15.14	220-55110-321
95	BAKER & TAYLOR BOOKS	2026651623	LIBRARY/ADULT BOOKS	02/08/2012	14.58	220-55110-321
95	BAKER & TAYLOR BOOKS	2026651624	LIBRARY/ADULT BOOKS	02/08/2012	27.19	220-55110-321
95	BAKER & TAYLOR BOOKS	2026651625	LIBRARY/ADULT BOOKS	02/08/2012	14.58	220-55110-321
95	BAKER & TAYLOR BOOKS	2026651626	LIBRARY/JUVENILE BOOKS	02/08/2012	14.86	220-55110-323
95	BAKER & TAYLOR BOOKS	2026651627	LIBRARY/JUVENILE BOOKS	02/08/2012	5.03	220-55110-323
	Total BAKER & TAYLOR BOOKS:				4,200.72	
BAKER & TAYLOR ENTERTAINMENT						
1833	BAKER & TAYLOR ENTERTAIN	I74251420	LIBRARY/ADULT AUDIO VISUAL	02/08/2012	128.02	220-55110-326
1833	BAKER & TAYLOR ENTERTAIN	I74454070	LIBRARY/JUVENILE AUDIO VIS	02/08/2012	35.98	220-55110-327
1833	BAKER & TAYLOR ENTERTAIN	I74499620	LIBRARY/ADULT AUDIO VISUAL	02/08/2012	79.15	220-55110-326
1833	BAKER & TAYLOR ENTERTAIN	I74499630	LIBRARY/ADULT AUDIO VISUAL	02/08/2012	12.97	220-55110-326
1833	BAKER & TAYLOR ENTERTAIN	I74653740	LIBRARY/JUVENILE AUDIO VIS	02/08/2012	17.98	220-55110-327
1833	BAKER & TAYLOR ENTERTAIN	I74880810	LIBRARY/ADULT AUDIO VISUAL	02/08/2012	47.47	220-55110-326
1833	BAKER & TAYLOR ENTERTAIN	I74887070	LIBRARY/JUVENILE AUDIO VIS	02/08/2012	35.98	220-55110-327
1833	BAKER & TAYLOR ENTERTAIN	I75001540	LIBRARY/ADULT AUDIO VISUAL	02/08/2012	47.51	220-55110-326

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
1833	BAKER & TAYLOR ENTERTAIN	I75110060	LIBRARY/ADULT AUDIO VISUAL	02/08/2012	39.55	220-55110-326
1833	BAKER & TAYLOR ENTERTAIN	I75394020	LIBRARY/ADULT AUDIO VISUAL	02/08/2012	20.87	220-55110-326
	Total BAKER & TAYLOR ENTERTAINMENT:				465.48	
BALANCED AUTOMOTIVE						
6485	BALANCED AUTOMOTIVE	12493	STREET/VEHICLE SVC	02/08/2012	180.00	100-53230-340
	Total BALANCED AUTOMOTIVE:				180.00	
BEN MEADOWS CO						
2633	BEN MEADOWS CO	1018383927	PARKS/SAFETY CLOTHING	02/08/2012	432.00	100-53270-340
	Total BEN MEADOWS CO:				432.00	
BENDLIN FIRE EQUIP INC						
159	BENDLIN FIRE EQUIP INC	71510	FIRE/OPERATING SUPPLIES	02/01/2011	226.24	100-52200-340
159	BENDLIN FIRE EQUIP INC	71608	FIRE/CAPITAL EQUIPMENT	02/08/2012	317.87	100-52200-810
	Total BENDLIN FIRE EQUIP INC:				544.11	
BERGEY JEWELRY						
431	BERGEY JEWELRY	28045	FIRE/CAPITAL EQUIPMENT	02/01/2012	640.91	100-52200-810
	Total BERGEY JEWELRY:				640.91	
BEST TEST AUTO ELECTRIC						
457	BEST TEST AUTO ELECTRIC	8013	STREET/VEHICLE MAINTENAN	02/01/2012	88.00	100-53320-353
	Total BEST TEST AUTO ELECTRIC:				88.00	
BLACK BOOK						
2095	BLACK BOOK	CARS PARTIC	LIBRARY/ADULT BOOKS	02/08/2012	90.00	220-55110-321
	Total BLACK BOOK:				90.00	
BLOOM, CATHY						
1998	BLOOM, CATHY	LEARNING SH	LIBRARY/JUVENILE PROGRAM	02/08/2012	38.83	220-55110-342
	Total BLOOM, CATHY:				38.83	
BOOK WHOLESALERS INC						
1852	BOOK WHOLESALERS INC	244301D	LIBRARY/JUVENILE BOOKS	02/08/2012	77.08	220-55110-323
1852	BOOK WHOLESALERS INC	247177D	LIBRARY/JUVENILE BOOKS	02/08/2012	3.24	220-55110-323
1852	BOOK WHOLESALERS INC	247596D	LIBRARY/JUVENILE BOOKS	02/08/2012	11.02	220-55110-323
1852	BOOK WHOLESALERS INC	248075D	LIBRARY/JUVENILE BOOKS	02/08/2012	28.30	220-55110-323
	Total BOOK WHOLESALERS INC:				119.64	
CHARTER						
6120	CHARTER	6120-020812	LIBRARY/CABLE SVC	02/08/2012	64.99	220-55110-218
6120	CHARTER	6120-020812	CABLE/CABLE & INTERNET SV	02/08/2012	169.30	200-55110-225
6120	CHARTER	6120-020812	CITY/CABLE & INTERNET SVC	02/08/2012	169.30	100-51600-225
	Total CHARTER:				403.59	
CITGO						
5404	CITGO	5404-020812	POLICE PATROL/GAS	02/08/2012	2,540.22	100-52110-351

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
5404	CITGO	5404-020812	POLICE INV/GAS	02/08/2012	283.44	100-52120-351
5404	CITGO	5404-020812	FIRE/GAS	02/08/2012	537.06	100-52200-351
5404	CITGO	5404-020812	RESCUE/GAS	02/08/2012	646.93	100-52300-351
5404	CITGO	5404-020812	CSO/GAS	02/08/2012	124.96	100-52140-351
	Total CITGO:				4,132.61	
CITY DIRECTORY INC						
1044	CITY DIRECTORY INC	D155422	LIBRARY/REFERENCE BOOKS	02/08/2012	104.00	220-55110-322
1044	CITY DIRECTORY INC	D155423	LIBRARY/REFERENCE BOOKS	02/08/2012	203.00	220-55110-322
	Total CITY DIRECTORY INC:				307.00	
CIVIC SYSTEMS LLC						
2003	CIVIC SYSTEMS LLC	CVC9130	IT/JAN-JUNE 2012	02/08/2012	2,851.00	100-51450-245
2003	CIVIC SYSTEMS LLC	CVC9130	WATER/JAN-JUN 2012	02/08/2012	1,966.00	610-61903-340
2003	CIVIC SYSTEMS LLC	CVC9130	WASTEWATER/JAN-JUN 2012	02/08/2012	1,966.00	620-62810-352
2003	CIVIC SYSTEMS LLC	CVC9130	STORMWATER/JAN-JUN 2012	02/08/2012	984.00	630-63300-247
	Total CIVIC SYSTEMS LLC:				7,767.00	
CLEAN MATS						
1033	CLEAN MATS	26854	LIBRARY/JANITORIAL SVC	02/08/2012	93.00	100-55111-246
1033	CLEAN MATS	26856	INNOVATION CTR/MATS	02/08/2012	98.00	920-56500-250
1033	CLEAN MATS	26867	WASTEWATER/SHOP TOWELS	02/08/2012	41.00	620-62840-340
1033	CLEAN MATS	26870	STREET/SHOP SUPPLIES	02/08/2012	70.80	100-53230-340
	Total CLEAN MATS:				302.80	
CREATIVE PRODUCT SOURCE INC						
6141	CREATIVE PRODUCT SOURCE	CP1025222	LIBRARY/PROMOTIONS & ADS	02/08/2012	413.18	220-55110-331
	Total CREATIVE PRODUCT SOURCE INC:				413.18	
CRIMSON MULTIMEDIA						
1834	CRIMSON MULTIMEDIA	111511	LIBRARY/JUVENILE AUDIOVISU	02/08/2012	1,460.52	220-55110-327
	Total CRIMSON MULTIMEDIA:				1,460.52	
DALEE WATER CONDITIONING						
208	DALEE WATER CONDITIONING	208-020812	FIRE/OPERATING SUPPLIES	02/08/2012	11.50	100-52200-340
208	DALEE WATER CONDITIONING	208-020812	GEN BLDG/WHITE BLDG	02/08/2012	131.40	100-51600-340
208	DALEE WATER CONDITIONING	208-020812	GEN BLDG/SALT	02/08/2012	53.52	100-51600-340
208	DALEE WATER CONDITIONING	208-020812	CABLE/OPERATING SUPPLIES	02/08/2012	8.95	200-55110-340
208	DALEE WATER CONDITIONING	208-020812	STREET/SHOP SUPPLIES	02/08/2012	205.40	100-53230-340
	Total DALEE WATER CONDITIONING:				410.77	
DEMCO INC						
286	DEMCO INC	4467434	LIBRARY/OFFICE SUPPLIES	02/08/2012	23.78	220-55110-310
286	DEMCO INC	4471448	LIBRARY/OFFICE SUPPLIES	02/08/2012	294.20	220-55110-310
286	DEMCO INC	4477651	LIBRARY/OFFICE SUPPLIES	02/08/2012	388.16	220-55110-310
286	DEMCO INC	4480145	LIBRARY/ADULT PERIODICALS	02/08/2012	13.91	220-55110-324
	Total DEMCO INC:				720.05	
DEPENDABLE AUTO PARTS						
82	DEPENDABLE AUTO PARTS	01243615	STREET/POLICE VEHICLE	02/08/2012	50.00	100-53230-354

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
	Total DEPENDABLE AUTO PARTS:				50.00	
DIGGERS HOTLINE INC						
636	DIGGERS HOTLINE INC	1239601 PP1	STORMWATER/2012 1ST PREP	02/08/2012	189.60	630-63440-350
636	DIGGERS HOTLINE INC	1239601 PP1	WATER/2012 1ST PREPAYMEN	02/08/2012	189.60	610-61651-350
636	DIGGERS HOTLINE INC	1239601 PP1	WASTEWATER/2012 1ST PREP	02/08/2012	189.61	620-62830-354
	Total DIGGERS HOTLINE INC:				568.81	
DIRECT TV INC						
6222	DIRECT TV INC	16895216292	INNOVATION CTR/CABLE	02/08/2012	77.69	920-56500-226
	Total DIRECT TV INC:				77.69	
DIVERSIFIED BENEFIT SVC INC						
4192	DIVERSIFIED BENEFIT SVC INC	138927	FINANCE/JAN SVC	02/08/2012	383.68	100-51500-217
4192	DIVERSIFIED BENEFIT SVC INC	139445	FINANCE/ENROLLMENT SVC	02/08/2012	153.00	100-51500-217
	Total DIVERSIFIED BENEFIT SVC INC:				536.68	
DORNER CO						
1103	DORNER CO	111540-IN	WASTEWATER/DEZURIK VALV	02/08/2012	475.04	620-62850-357
	Total DORNER CO:				475.04	
ELECTRONIC ENGINEERING						
1170	ELECTRONIC ENGINEERING	1352632	FIRE/EQUIPMENT REPAIRS	02/01/2012	141.95	100-52200-242
1170	ELECTRONIC ENGINEERING	1352633	FIRE/EQUIPMENT REPAIRS	02/01/2012	121.95	100-52200-242
1170	ELECTRONIC ENGINEERING	1352635	FIRE/EQUIPMENT REPAIRS	02/01/2012	121.95	100-52200-242
1170	ELECTRONIC ENGINEERING	1352636	FIRE/EQUIPMENT REPAIRS	02/01/2012	121.95	100-52200-242
	Total ELECTRONIC ENGINEERING:				507.80	
FASTENAL COMPANY						
1255	FASTENAL COMPANY	WIWHT6321	STREET/SNOW PLOW SUPPLIE	02/08/2012	4.88	100-53320-353
1255	FASTENAL COMPANY	WIWHT6503	WASTEWATER/DEZURIK HARD	02/08/2012	6.86	620-62850-357
1255	FASTENAL COMPANY	WIWHT6575	STREET/SNOW PLOW SUPPLIE	02/08/2012	8.58	100-53320-353
	Total FASTENAL COMPANY:				20.32	
FINDAWAY WORLD LLC						
6143	FINDAWAY WORLD LLC	64167	LIBRARY/ADULT AUDIOVISUAL	02/08/2012	593.88	220-55110-326
	Total FINDAWAY WORLD LLC:				593.88	
FIRE-RESCUE SUPPLY LLC						
3886	FIRE-RESCUE SUPPLY LLC	3838	CRASH CREW/CAPITAL EQUIP	02/01/2012	840.00	100-52210-810
	Total FIRE-RESCUE SUPPLY LLC:				840.00	
FLORAL VILLA						
302	FLORAL VILLA	012245	RESCUE/OPERATING SUPPLIE	02/01/2012	110.00	100-52300-340
302	FLORAL VILLA	12355	GEN ADMN/ROUTE	02/01/2012	57.00	100-51400-310
	Total FLORAL VILLA:				167.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
FORT HEALTHCARE						
151	FORT HEALTHCARE	IVC000156	RESCUE/TRAINING COURSE	02/01/2012	415.00	100-52300-154
	Total FORT HEALTHCARE:				415.00	
FRANK BROS INC						
1438	FRANK BROS INC	51696	STREET/SAND	02/08/2012	1,240.58	100-53320-460
1438	FRANK BROS INC	51701	STREET/SAND	02/08/2012	297.88	100-53320-460
	Total FRANK BROS INC:				1,538.46	
GALE						
1838	GALE	17444736	LIBRARY/ADULT BOOKS	02/08/2012	69.74	220-55110-321
	Total GALE:				69.74	
GATEWAY TECHNICAL COLLEGE						
341	GATEWAY TECHNICAL COLLE	002145540	POLICE PATROL/TRNG	02/08/2012	93.00	100-52110-154
	Total GATEWAY TECHNICAL COLLEGE:				93.00	
GEN COMMUNICATIONS INC						
119	GEN COMMUNICATIONS INC	916986	POLICE PATROL/VEHICLE REP	02/01/2012	82.20	100-52110-241
	Total GEN COMMUNICATIONS INC:				82.20	
GRAINGER						
367	GRAINGER	9725103700	GEN BLDG/SLOW CLOSING PU	02/08/2012	78.44	100-51600-355
	Total GRAINGER:				78.44	
GRAY'S INC						
962	GRAY'S INC	29580	STREET/SNOW PLOW REPAIR	02/08/2012	2,820.78	100-53320-353
	Total GRAY'S INC:				2,820.78	
GREY HOUSE PUBLISHING INC						
2714	GREY HOUSE PUBLISHING INC	799186	LIBRARY/REFERENCE BOOKS	02/08/2012	240.45	220-55110-322
2714	GREY HOUSE PUBLISHING INC	800783	LIBRARY/REFERENCE BOOKS	02/08/2012	216.05	220-55110-322
	Total GREY HOUSE PUBLISHING INC:				456.50	
GUS PIZZA PALACE LLC						
601	GUS PIZZA PALACE LLC	6089	CRASH CREW/CAPITAL EQUIP	02/08/2012	86.40	100-52210-340
	Total GUS PIZZA PALACE LLC:				86.40	
HAIGES MACHINERY INC						
5115	HAIGES MACHINERY INC	WS 18767-IN	FIRE/BLDG REPAIRS	02/01/2012	362.44	100-52200-245
	Total HAIGES MACHINERY INC:				362.44	
HEARTLAND CONSTRUCTION GROUP						
6142	HEARTLAND CONSTRUCTION	S20120110-29	LIBRARY/ADULT BOOKS	02/08/2012	50.00	220-55110-321
	Total HEARTLAND CONSTRUCTION GROUP:				50.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
HENDERSON, KARISSA						
6486	HENDERSON, KARISSA	REFUND	LIBRARY/CONTINGENCIES	02/08/2012	19.99	220-55110-350
	Total HENDERSON, KARISSA:				19.99	
HIGHSMITH LLC						
6235	HIGHSMITH LLC	4467060	LIBRARY/OFFICE SUPPLIES	02/08/2012	19.13	220-55110-310
6235	HIGHSMITH LLC	4479517	LIBRARY/OFFICE SUPPLIES	02/08/2012	46.56	220-55110-310
	Total HIGHSMITH LLC:				65.69	
IBD LLC						
1859	IBD LLC	110118160	STREET/BATTERIES	02/01/2012	89.95	100-53230-352
1859	IBD LLC	110118627	STREET/BATTERIES	02/08/2012	104.95	100-53230-352
	Total IBD LLC:				194.90	
IRON COMPASS MAP CO						
6468	IRON COMPASS MAP CO	3917	FIRE/XPLORER SOFTWARE LIC	02/01/2012	2,495.00	100-52200-810
	Total IRON COMPASS MAP CO:				2,495.00	
JAECKEL BROS INC						
493	JAECKEL BROS INC	7067	WATER/WALTON	02/01/2012	742.50	610-61651-350
493	JAECKEL BROS INC	7156	WATER/GEORGE ST	02/01/2012	1,105.50	610-61651-350
493	JAECKEL BROS INC	7157	WATER/FRANKLIN	02/01/2012	714.50	610-61651-350
493	JAECKEL BROS INC	7158	WATER/MILWAUKEE ST	02/01/2012	1,051.81	610-61651-350
	Total JAECKEL BROS INC:				3,614.31	
JENKA BLOSSOMS						
130	JENKA BLOSSOMS	SPRING 2012	PARKS/HANGING BASKETS	02/08/2012	9,028.50	100-53270-295
	Total JENKA BLOSSOMS:				9,028.50	
JOHN DEERE FINANCIAL						
6276	JOHN DEERE FINANCIAL	55144	POLICE PATROL/#25 TIRES	02/08/2012	528.48	100-53230-354
6276	JOHN DEERE FINANCIAL	55230	STREET/#60 MOUNTS	02/08/2012	800.00	100-53320-353
6276	JOHN DEERE FINANCIAL	IC03761	STREET/AIR FILTER	02/01/2012	30.20	100-53320-353
	Total JOHN DEERE FINANCIAL:				1,358.68	
JOHNSON BLOCK & CO INC						
4258	JOHNSON BLOCK & CO INC	00115385	FINANCE/2011 AUDIT	02/01/2012	3,000.00	100-51500-214
4258	JOHNSON BLOCK & CO INC	00115385	WATER/2011 AUDIT	02/01/2012	750.00	610-61923-210
4258	JOHNSON BLOCK & CO INC	00115385	WASTEWATER/2011 AUDIT	02/01/2012	750.00	620-62810-219
	Total JOHNSON BLOCK & CO INC:				4,500.00	
JOHNSTONE SUPPLY						
484	JOHNSTONE SUPPLY	216199	GEN BLDG/HEATING & AIR	02/08/2012	238.00	100-51600-244
	Total JOHNSTONE SUPPLY:				238.00	
KAMP-SYNERGY LLC						
143	KAMP-SYNERGY LLC	3655	WATER/PUMP REPAIRS	02/08/2012	285.00	610-61620-350

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
	Total KAMP-SYNERGY LLC:				285.00	
KB SHARPENING SERVICES INC						
110	KB SHARPENING SERVICES IN	64719	STORMWATER/MOWER BLADE	02/08/2012	63.20	630-63600-352
110	KB SHARPENING SERVICES IN	64781	STORMWATER/MOWER BLADE	02/08/2012	62.07	630-63600-352
	Total KB SHARPENING SERVICES INC:				125.27	
LAB SAFETY SUPPLY INC						
368	LAB SAFETY SUPPLY INC	1018362552	WATER/BOOTS	02/08/2012	120.12	610-61935-350
	Total LAB SAFETY SUPPLY INC:				120.12	
LAKESIDE INTERNATIONAL TRUCKS						
3670	LAKESIDE INTERNATIONAL TR	5001081P	STREET/SNOW PLOW REPAIR	02/08/2012	782.34	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5001082P	STREET/SNOW PLOW REPAIR	02/08/2012	2.27	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5001084P	STREET/SNOW PLOW REPAIR	02/08/2012	43.21	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	5001298P	STREET/SNOW PLOW REPAIR	02/08/2012	120.45	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	CM102474X1	STREET/CREDIT	02/08/2012	14.42-	100-53320-353
3670	LAKESIDE INTERNATIONAL TR	CM104184	STREET/CREDIT	02/08/2012	23.87-	100-53320-353
	Total LAKESIDE INTERNATIONAL TRUCKS:				909.98	
LAWSON PRODUCTS INC						
289	LAWSON PRODUCTS INC	9300518600	WASTEWATER/GEN EQUIP RE	02/08/2012	171.03	620-62850-357
289	LAWSON PRODUCTS INC	9300529519	STREET/OPERATING SUPPLIE	02/08/2012	228.66	100-53230-340
	Total LAWSON PRODUCTS INC:				399.69	
LINCOLN CONTRACTORS SUPP INC						
165	LINCOLN CONTRACTORS SUP	83211	STORMWATER/REPAIR PARTS	02/08/2012	136.54	630-63440-350
165	LINCOLN CONTRACTORS SUP	8397160	STORMWATER/REPAIR PARTS	02/08/2012	886.22	630-63440-350
	Total LINCOLN CONTRACTORS SUPP INC:				1,022.76	
LINDNER & MARSACK SC						
79	LINDNER & MARSACK SC	74847	LEGAL/DEC SVC	02/01/2012	738.00	100-51300-219
	Total LINDNER & MARSACK SC:				738.00	
LOWRICH PROPERTY MAINTENANCE						
5708	LOWRICH PROPERTY MAINTE	1356	NEIGHBORHOOD SVC/SNOW S	02/08/2012	840.00	100-52400-219
5708	LOWRICH PROPERTY MAINTE	1357	NEIGHBORHOOD SVC/SNOW S	02/08/2012	295.00	100-52400-219
	Total LOWRICH PROPERTY MAINTENANCE:				1,135.00	
MCMASTER-CARR SUPPLY CO						
189	MCMASTER-CARR SUPPLY CO	15101017	WASTEWATER/INSULATION TA	02/08/2012	55.77	620-62850-357
	Total MCMASTER-CARR SUPPLY CO:				55.77	
MID-AMERICAN RESEARCH CHEMICAL CORP						
3571	MID-AMERICAN RESEARCH CH	0459280 IN	WASTEWATER/HERBACIDE	02/08/2012	195.99	620-62860-357
	Total MID-AMERICAN RESEARCH CHEMICAL CORP:				195.99	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
MIDSTATE EQUIPMENT-JANESVILLE						
1470	MIDSTATE EQUIPMENT-JANES	I32071	STREET/VEHICLE REPAIR PAR	02/08/2012	82.98	100-53320-353
	Total MIDSTATE EQUIPMENT-JANESVILLE:				82.98	
MILPORT ENTERPRISES INC						
1408	MILPORT ENTERPRISES INC	216386	WATER/CHEMICALS	02/01/2012	1,523.00	610-61630-341
1408	MILPORT ENTERPRISES INC	217224	WASTEWATER/PHOS REMOVA	02/08/2012	5,562.25	620-62840-341
1408	MILPORT ENTERPRISES INC	2173651	WATER/CHEMICALS	02/08/2012	443.00	610-61630-341
	Total MILPORT ENTERPRISES INC:				7,528.25	
MODULAR PIPING SUPPLY INC						
311	MODULAR PIPING SUPPLY INC	INV000179056	WASTEWATER/EYEWASH STA	02/08/2012	124.17	620-62850-357
	Total MODULAR PIPING SUPPLY INC:				124.17	
MORGAN BIRGE & ASSOCIATES INC						
4591	MORGAN BIRGE & ASSOCIATE	MC0040617	WASTEWATER/PHONE	02/08/2012	75.00	620-62820-225
	Total MORGAN BIRGE & ASSOCIATES INC:				75.00	
MORTON SALT INC						
615	MORTON SALT INC	115105	STREET/ROAD SALT	02/08/2012	1,348.77	100-53320-460
615	MORTON SALT INC	116440	STREET/ROAD SALT	02/08/2012	8,338.37	100-53320-460
	Total MORTON SALT INC:				9,687.14	
MULCAHY/SHAW WATER INC						
6227	MULCAHY/SHAW WATER INC	317895	WASTEWATER/EFFLUENT SAM	02/08/2012	241.50	620-62850-357
	Total MULCAHY/SHAW WATER INC:				241.50	
NEWSWEEK						
6054	NEWSWEEK	195013700964	LIBRARY/PERIODICALS	02/08/2012	40.00	220-55110-324
	Total NEWSWEEK:				40.00	
NORTH WOODS SUPERIOR CHEMICAL						
1947	NORTH WOODS SUPERIOR CH	80502	WASTEWATER/OPERATING SU	02/08/2012	83.27	620-62840-340
	Total NORTH WOODS SUPERIOR CHEMICAL:				83.27	
NORTHERN SAFETY CO I NC						
2508	NORTHERN SAFETY CO I NC	P32076700101	PARKS/TOOLS	02/08/2012	509.90	100-53270-340
	Total NORTHERN SAFETY CO I NC:				509.90	
OFFICE DEPOT						
4146	OFFICE DEPOT	592474553001	POLICE ADMN/OFFICE SUPPLI	02/08/2012	431.83	100-52100-310
4146	OFFICE DEPOT	593125327001	FINANCE/OFFICE SUPPLIES	02/08/2012	298.28	100-51500-310
4146	OFFICE DEPOT	593383367001	FINANCE/OFFICE SUPPLIES	02/08/2012	15.98	100-51500-310
4146	OFFICE DEPOT	593540342001	WASTEWATER/OFFICE SUPPLI	02/08/2012	1.15	620-62820-310
4146	OFFICE DEPOT	593922551001	FINANCE/OFFICE SUPPLIES	02/08/2012	24.23	100-51500-310
4146	OFFICE DEPOT	594212984001	FINANCE/OFFICE SUPPLIES	02/08/2012	36.00	100-51500-310
4146	OFFICE DEPOT	595560985001	FINANCE/OFFICE SUPPLIES	02/08/2012	28.45	100-51500-310
4146	OFFICE DEPOT	595567268001	FINANCE/OFFICE SUPPLIES	02/08/2012	3.60	100-51500-310

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
	Total OFFICE DEPOT:				839.52	
O'REILLY AUTO PARTS						
6484	O'REILLY AUTO PARTS	3899-103652	STREET/POLICE VEHICLE	02/08/2012	33.61	100-53230-354
6484	O'REILLY AUTO PARTS	RP 3899-1036	STREET/POLICE VEHICLE	02/08/2012	73.81	100-53230-354
	Total O'REILLY AUTO PARTS:				107.42	
OTIS ELEVATOR CO						
1066	OTIS ELEVATOR CO	CMM65507212	GEN BLDG/MUNICIPAL BLDG S	02/08/2012	2,166.09	100-51600-355
	Total OTIS ELEVATOR CO:				2,166.09	
PENWORTHY CO, THE						
2000	PENWORTHY CO, THE	519844	LIBRARY/JUVENILE BOOKS	02/08/2012	605.30	220-55110-323
	Total PENWORTHY CO, THE:				605.30	
PMI						
5492	PMI	0332960	RESCUE/OPERATING SUPPLIE	02/08/2012	210.80	100-52300-340
	Total PMI:				210.80	
QUILL CORPORATION						
445	QUILL CORPORATION	9229176	LIBRARY/OFFICE SUPPLIES	02/08/2012	53.12	220-55110-310
445	QUILL CORPORATION	9351493	GEN ADMN/OFFICE SUPPLIES	02/08/2012	384.75	100-51400-310
445	QUILL CORPORATION	9506112	LIBRARY/OFFICE SUPPLIES	02/08/2012	136.59	220-55110-310
445	QUILL CORPORATION	9657766	LIBRARY/OFFICE SUPPLIES	02/08/2012	241.02	220-55110-310
	Total QUILL CORPORATION:				815.48	
RADICOM BUSINESS COMMUNICATION						
795	RADICOM BUSINESS COMMUNI	97879	GEN BLDG/FREMONT ST CAME	02/08/2012	899.00	100-51600-245
	Total RADICOM BUSINESS COMMUNICATION:				899.00	
RANDOM HOUSE INC						
1924	RANDOM HOUSE INC	1083126684	LIBRARY/ADULT AUDIO VISUAL	02/08/2012	106.24	220-55110-326
	Total RANDOM HOUSE INC:				106.24	
RICOH AMERICAS CORP						
90	RICOH AMERICAS CORP	14270790	RESCUE/COPIER	02/08/2012	60.61	100-52300-310
90	RICOH AMERICAS CORP	14270791	FIRE/COPIER	02/08/2012	27.39	100-52200-310
90	RICOH AMERICAS CORP	14286784	WATER/COPIER	02/08/2012	25.91	610-61903-310
	Total RICOH AMERICAS CORP:				113.91	
RIVER CITY SUPPLY LLC						
6210	RIVER CITY SUPPLY LLC	121511-H	FIRE/EMPLOYEE ED & TRNG	02/08/2012	243.05	100-52200-154
	Total RIVER CITY SUPPLY LLC:				243.05	
S & H TRUCK SERVICE						
388	S & H TRUCK SERVICE	10693	FIRE/VEHICLE MAINTENANCE	02/01/2012	164.00	100-52200-241

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
	Total S & H TRUCK SERVICE:				164.00	
SASSY SHIRTS						
131	SASSY SHIRTS	36073	FIRE/OPERATING SUPPLIES	02/01/2012	215.22	100-52200-340
131	SASSY SHIRTS	36388	FIRE/OPERATING SUPPLIES	02/01/2012	25.65	100-52200-340
	Total SASSY SHIRTS:				240.87	
SCHINDLER ELEVATOR CORP						
3030	SCHINDLER ELEVATOR CORP	7151533964	INNOVATION CTR/ELEVATOR R	02/01/2012	756.96	920-56500-245
	Total SCHINDLER ELEVATOR CORP:				756.96	
SENTIMENTAL PRODUCTONS						
2086	SENTIMENTAL PRODUCTONS	288633	LIBRARY/ADULT AUDIO VISUAL	02/08/2012	120.00	220-55110-326
	Total SENTIMENTAL PRODUCTONS:				120.00	
SHERWIN-WILLIAMS CO						
4697	SHERWIN-WILLIAMS CO	5557-3	WASTEWATER/PAINTING PROJ	02/08/2012	366.18	620-62860-357
4697	SHERWIN-WILLIAMS CO	5646-4	WASTEWATER/PAINTING PROJ	02/08/2012	50.02	620-62860-357
4697	SHERWIN-WILLIAMS CO	5647-2	WASTEWATER/PAINTING PROJ	02/08/2012	4.99	620-62860-357
4697	SHERWIN-WILLIAMS CO	5661-3	WASTEWATER/CREDIT	02/08/2012	31.20-	620-62860-357
	Total SHERWIN-WILLIAMS CO:				389.99	
SNAP ON TOOLS						
1806	SNAP ON TOOLS	222684	STREET/SHOP SUPPLIES	02/08/2012	139.15	100-53230-340
	Total SNAP ON TOOLS:				139.15	
SPRINT						
5963	SPRINT	172835739-01	RESCUE/PHONE	02/08/2012	103.15	100-52300-340
	Total SPRINT:				103.15	
STAPLES ADVANTAGE						
2393	STAPLES ADVANTAGE	8020741808	POLICE ADMN/OFFICE SUPPLI	02/08/2012	51.41	100-52100-310
	Total STAPLES ADVANTAGE:				51.41	
STATE ELECTRICAL SUPP INC						
200	STATE ELECTRICAL SUPP INC	278295	WASTEWATER/PLANT BALLAS	02/08/2012	96.92	620-62840-340
200	STATE ELECTRICAL SUPP INC	278340-01	WATEWATER/LIFT STATION GE	02/08/2012	94.72	620-62830-353
	Total STATE ELECTRICAL SUPP INC:				191.64	
STRAND ASSOCIATES INC						
358	STRAND ASSOCIATES INC	0089440	WASTEWATER/DIGESTER BOIL	02/01/2012	5,476.39	620-62810-820
358	STRAND ASSOCIATES INC	0089441	PRINCE ST/CONSTRUCTION	02/01/2012	4,090.32	450-57500-860
358	STRAND ASSOCIATES INC	0089442	WASTEWATER/CLEAN WATER I	02/01/2012	168.50	620-62820-219
358	STRAND ASSOCIATES INC	0089668	NORTH ST/BRIDGE REPLACEM	02/01/2012	3,885.66	450-57500-855
358	STRAND ASSOCIATES INC	0089669	MILWAUKEE ST/RECONSTRUC	02/01/2012	12,169.19	450-57500-865
	Total STRAND ASSOCIATES INC:				25,790.06	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
SWEETSPOT, THE						
4353	SWEETSPOT, THE	CITY1.25.12	CDA/MARKETING	02/08/2012	120.00	900-56500-223
	Total SWEETSPOT, THE:				120.00	
TANTOR MEDIA						
6487	TANTOR MEDIA	15882	LIBRARY/ADULT AUDIOVISUAL	02/08/2012	811.60	220-55110-326
	Total TANTOR MEDIA:				811.60	
TINCHER REALTY INC						
5510	TINCHER REALTY INC	MARKET ANA	STORMWATER/305 W JAMES S	02/08/2012	150.00	630-63440-835
	Total TINCHER REALTY INC:				150.00	
TONKA EQUIPMENT CO						
855	TONKA EQUIPMENT CO	1001280-IN	WATER/GASKET	02/01/2012	142.22	610-61620-350
	Total TONKA EQUIPMENT CO:				142.22	
UNIQUE BOOKS INC						
2019	UNIQUE BOOKS INC	357141	LIBRARY/ADULT AUDIOVISUAL	02/08/2012	268.50	220-55110-326
	Total UNIQUE BOOKS INC:				268.50	
UPSTART						
1933	UPSTART	4458925	LIBRARY/JUVENILE PROGRAM	02/08/2012	145.00	220-55110-342
	Total UPSTART:				145.00	
USA BLUE BOOK						
1062	USA BLUE BOOK	530806-2	WATER/MALE ADAPTER	02/01/2012	242.55	610-61630-350
1062	USA BLUE BOOK	531037	WATER/ADAPTER	02/01/2012	80.85	610-61935-350
1062	USA BLUE BOOK	535873	WATER/CREDIT	02/01/2012	84.46-	610-61935-350
1062	USA BLUE BOOK	550661	WATER/ADAPTER	02/01/2012	311.40	610-61935-350
1062	USA BLUE BOOK	562911	WATER/ADAPTER	02/01/2012	41.88	610-61630-350
	Total USA BLUE BOOK:				592.22	
UTILITY SERVICE CO INC						
5547	UTILITY SERVICE CO INC	282167	WATER/CRAVATH ST	02/08/2012	41,045.92	610-61650-350
	Total UTILITY SERVICE CO INC:				41,045.92	
UW WHITEWATER						
8	UW WHITEWATER	16201	STREET/SUPPLIES	02/08/2012	20.82	100-53230-340
8	UW WHITEWATER	16201	STREET/SUPPLIES	02/08/2012	9.12	100-53230-340
8	UW WHITEWATER	16201	GEN BLDG/SUPPLIES	02/08/2012	35.05	100-51600-340
8	UW WHITEWATER	16201	LIBRARY/OFFICE SUPPLIES	02/08/2012	104.95	220-55110-310
8	UW WHITEWATER	16201	STREET/SUPPLIES	02/08/2012	14.15	100-53230-340
	Total UW WHITEWATER:				184.09	
VORPAGEL MECHANICAL INC						
4747	VORPAGEL MECHANICAL INC	SO NO 364	WASTEWATER/BACKFLOW PR	02/01/2012	280.00	620-62850-242
	Total VORPAGEL MECHANICAL INC:				280.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
VORPAGEL SERVICE INC						
41	VORPAGEL SERVICE INC	30713	GEN BLDG/SAFETY BDLG BLO	02/01/2012	379.52	100-51600-245
	Total VORPAGEL SERVICE INC:				379.52	
WAL CO-HIGHWAY DEPT						
253	WAL CO-HIGHWAY DEPT	12429027	STREET/2011 BRIDGE INSPECT	02/01/2012	858.33	100-53300-821
	Total WAL CO-HIGHWAY DEPT:				858.33	
WAUSAU EQUIPMENT CO INC						
387	WAUSAU EQUIPMENT CO INC	148400	STREET/TRUCK #3	02/08/2012	489.00	100-53320-353
	Total WAUSAU EQUIPMENT CO INC:				489.00	
WELDERS SUPPLY CO BELOIT INC						
49	WELDERS SUPPLY CO BELOIT	484578	RESCUE/OXYGEN	02/08/2012	95.27	100-52300-340
	Total WELDERS SUPPLY CO BELOIT INC:				95.27	
WHITEWATER FIRE DEPT						
284	WHITEWATER FIRE DEPT	REIMBURSEM	FIRE/OPERATING SUPPLIES	02/01/2012	389.79	100-52200-340
284	WHITEWATER FIRE DEPT	REIMBURSEM	FIRE/OFFICE SUPPLIES	02/01/2012	60.99	100-52200-310
284	WHITEWATER FIRE DEPT	REIMBURSEM	FIRE/EMPLOYEE ED & TRNG	02/01/2012	930.00	100-52200-154
284	WHITEWATER FIRE DEPT	REIMBURSEM	FIRE/CAPITAL EQUIPMENT	02/01/2012	370.47	100-52200-810
	Total WHITEWATER FIRE DEPT:				1,751.25	
WHITEWATER VETERINARY HOSPITAL						
3592	WHITEWATER VETERINARY H	9304-2012005	POLICE INV/PROFESSIONAL S	02/08/2012	264.00	100-52120-219
	Total WHITEWATER VETERINARY HOSPITAL:				264.00	
WI DEPT OF JUSTICE						
2105	WI DEPT OF JUSTICE	T12709	DISPATCH/MISC CONTRACTUA	02/08/2012	2,262.00	100-52600-295
	Total WI DEPT OF JUSTICE:				2,262.00	
WI EMERGENCY MGMT ASSOC						
1526	WI EMERGENCY MGMT ASSOC	168086	WASTEWATER/ANNUAL TIER II	02/08/2012	205.00	620-62840-340
	Total WI EMERGENCY MGMT ASSOC:				205.00	
WI LIBRARY ASSOC						
657	WI LIBRARY ASSOC	MEMBERSHIP	LIBRARY/JAROCH	02/08/2012	164.00	220-55110-320
	Total WI LIBRARY ASSOC:				164.00	
WI PARK & RECREATION ASSOC						
66	WI PARK & RECREATION ASSO	20608	REC/AMUNDSON MEMBERSHIP	02/08/2012	125.00	100-55210-154
66	WI PARK & RECREATION ASSO	20609	REC/DUJARDIN MEMBERSHIP	02/08/2012	125.00	100-55210-154
66	WI PARK & RECREATION ASSO	20610	PARKS/NASS MEMBERSHIP	02/08/2012	125.00	100-53270-154
66	WI PARK & RECREATION ASSO	20612	SENIORS/WEBERPAL MEMBER	02/08/2012	125.00	100-55310-154
	Total WI PARK & RECREATION ASSOC:				500.00	
WI STATE LABORATORY OF HYGIENE						
1899	WI STATE LABORATORY OF HY	4991016	WATER/SAMPLES	02/01/2012	20.00	610-61630-340

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account Number
Total WI STATE LABORATORY OF HYGIENE:					20.00	
WINCHESTER HARDWARE INC						
24	WINCHESTER HARDWARE INC	24-020812	GEN BLDG/BLDG SUPPLIES	02/08/2012	1.50	100-51600-340
24	WINCHESTER HARDWARE INC	24-020812	POLICE PATROL/OPERATING S	02/08/2012	35.96	100-52110-340
24	WINCHESTER HARDWARE INC	24-020812	FIRE/UPS SHIPPING	02/08/2012	10.50	100-52200-310
24	WINCHESTER HARDWARE INC	24-020812	PARKS/MAINTENANCE SUPPLI	02/08/2012	73.77	100-53270-340
24	WINCHESTER HARDWARE INC	24-020812	WATER/MAINTENANCE SUPPLI	02/08/2012	342.53	610-61935-350
24	WINCHESTER HARDWARE INC	24-020812	WASTEWATER/LIFT STATION &	02/08/2012	65.07	620-62830-353
24	WINCHESTER HARDWARE INC	24-020812	WASTEWATER/BLDG & GROUN	02/08/2012	158.85	620-62860-357
24	WINCHESTER HARDWARE INC	24-020812	WASTEWATER/UPS SHIPPING	02/08/2012	81.55	620-62870-295
Total WINCHESTER HARDWARE INC:					769.73	
WRWA						
1090	WRWA	ELECTRICAL	WASTEWATER/THIES	02/08/2012	85.00	620-62820-154
1090	WRWA	ELECTRICAL	WASTEWATER/REEL	02/08/2012	85.00	620-62820-154
Total WRWA:					170.00	
ZARNOTH BRUSH WORKS INC						
419	ZARNOTH BRUSH WORKS INC	0137166-IN	STORMWATER/ST SWEEPER P	02/08/2012	1,145.00	630-63310-353
Total ZARNOTH BRUSH WORKS INC:					1,145.00	
Grand Totals:					173,993.01	

Dated: _____

Finance Director: _____

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

MINUTES
Monday, December 12, 2011
4:30 PM – CDA Board of Directors
2nd Floor, Cravath Lakefront Room
Whitewater Municipal Building
312 W. Whitewater Street
Whitewater, WI 53190

1. **Call to order and roll call**
The meeting was called to order by President Tom Miller at 4:30 p.m. Present: Patrick Singer, Donna Henry, Larry Kachel, Jeff Knight, Tom Miller and Jim Stewart. Absent: Jim Allen. Others present: Kevin Brunner, Doug Saubert, Jim Caldwell, Tyler Salisbery ,Kim Plache (WHEDA), John Henderson (NAI/MLG Commercial) and Kirk Magill (Magill Construction). Attorney Mitch Simon appeared at 5:30 p.m. and participated in a portion of the Closed Executive Session.

2. **Authorization to Approve Agenda, per Whitewater Transparency Enhancement Ordinance No 1804A**
It was moved by Henry, seconded by Singer to approve the agenda as posted per Whitewater Transparency Enhancement Ordinance Number 1804A. Ayes: Singer, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Allen. Motion approved.

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.*
There were no citizen comments.

4. **Approval of the October 24, 2011 Minutes**
It was moved by Stewart, seconded by Knight to approve the October 24, 2011 minutes as presented. Ayes: Singer, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Allen. Motion approved.

5. **Review and Approval of October and November 2011 Financials**
City Finance Director Doug Saubert was present to review the balance sheets for the various CDA funds as well as the investment schedules of the various CDA funds. After discussion, it was moved by Singer, seconded by Knight to approve the October and November 2011 financials as presented. Ayes: Singer, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Allen. Approved.

6. **WHEDA Presentation-Kim Plache, Regional Representative**
Kim Plache, Regional Representative for the Wisconsin Housing and Economic Development Agency (WHEDA) made a presentation to the Board regarding an overview of WHEDA guaranteed programs. The eight programs that WHEDA offers are the following: Small Business Guarantee; Contractor's Loan Guarantee; Neighborhood Business Revitalization Guarantee; Agribusiness Guarantee; New Market Tax Credits; Direct Lending-50% Participant; Crop Guarantee; and Farm Guarantee. She explained that the general purpose of these WHEDA programs is to stimulate economic development in all areas and industries throughout the State as well as to assist in the creation and retention of jobs and to reduce overall risk and exposure to local lenders.

After Plache's presentation a number of questions were asked of her by committee members. In particular, Kachel asked for information on WHEDA's default ratio, total loan portfolio amount and loss to loan ratios. Plache will be providing that information to the CDA in the future.

Also, there was discussion regarding CDA's participation as a WHEDA local lender. Brunner noted that the Board, at its October meeting, had passed a policy indicating that it would participate in the WHEDA program. Plache stated that she would assist in setting up this loan guarantee relationship between the Whitewater CDA and WHEDA in the near future.

7. Review/Approval of 2012 Memorandum of Understanding with the Walworth County Economic Development Alliance (WCEDA)

Brunner presented a proposed MOU between the CDA, City of Whitewater and the Walworth County Economic Development Alliance (WCEDA). It was moved by Singer, seconded by Knight to approve the proposed MOU with the following additions: 1) a provision be included under Part 2–"Consultation" that WCEDA will assist the City and the CDA on various business related advocacy initiatives such as the US Highway 12 EIS project; and 2) that WHEDA will also assist in the continued development of the Second Chance program with the Whitewater Unified School District. It was moved by Singer, seconded by Knight to approve the 2012 Memorandum of Understanding with WCEDA as amended at the meeting. Ayes: Singer, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Allen. Approved.

8. Discussion/Possible Extension of Real Estate Listing Agreement for Whitewater Business Park with NAI/MLG Commercial

It was moved by Knight, seconded by Kachel to approve a six month extension to June 1, 2012 of the current Whitewater Business Park real estate listing agreement with NAI/MLG Commercial. Ayes: Singer, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Allen. Approved.

9. Update on Housing Loan Program and Appointment of CDA Board Member to Housing Loan Committee

Brunner informed the Board that there are three (3) pending housing loan applications that the CDA's 3rd party loan administrators at MSA Associates have received. A meeting of the CDA Loan Committee has been scheduled for December 19th at 4:00 p.m. to review these loan applications.

Brunner also noted that a member of the CDA Board needs to be appointed to the Housing Loan Committee to replace Alan Marshall who left the CDA when his term expired last May.

It was moved by Singer, seconded by Knight to appoint Kachel to the CDA Housing Loan Committee. Ayes: Singer, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Allen. Approved.

10. Report on Innovation Center/Whitewater University Technology Park

Brunner reported on activities at the Whitewater Innovation Center. He highlighted that the building and the general contractor, J.P. Cullen and Sons, were awarded a 2011 "Wisconsin Builds" award by the Wisconsin Association of General Contractors

at its annual awards ceremony in Madison on December 1st.

11. Convene to Closed Session

It was then moved by Knight, seconded by Henry to convene to closed session at 5:49 p.m. and reconvene at approximately 6:45 p.m. pursuant to Wisconsin State Statute 19.85 (1)(c) to "consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" and Wisconsin State Statute 19.85(1)(e) to "deliberate or negotiate 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". Ayes: Singer, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Allen. Approved.

During the closed session, the following items were discussed: 1) Review Applications for CDA Director Position; 2) Review Business Development Loan Application for Black Sheep LLC; 3) Review Potential Business Loan Application for DR Plastics; 4) Review Status of Zingg Motors Business Development Loan, and 5) Discuss Potential Spec. Building in Whitewater Business Park.

12. Reconvene to Open Session

It was then moved by Henry, seconded by Kachel, to reconvene in open session at 6:45 p.m. Ayes: Singer, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Allen. Approved.

13. Review/Approval of Black Sheep LLC Business Development Loan

It was moved by Knight, seconded by Singer to approve a business development loan of up to $20,000 to Black Sheep LLC subject to the conditions established by the CDA consulting attorney and also subject to possible private financing which would possibly reduce the total loan amount. Ayes: Singer, Henry, Kachel, Knight, Miller, Stewart. Noes: None. Absent: Allen. Approved.

14. Review/Approval of DR Plastics Business Development Loan

Brunner indicated that he had not received the full loan application yet from DR Plastics. However, in the meeting, the President of DR Plastics, Russ Blakely, appeared and indicated that it had been hand delivered to the Finance Department earlier in the day. Brunner indicated that this being the case he would forward the application to the CDA attorney for review and that he would expedite a possible special meeting of the CDA later this month or in early January to review this loan application.

15. Review/Potential Action on Zingg Motors Business Development Loan.

There was discussion regarding the status of this business development loan. The CDA requested that Brunner work with Zingg Motors to possibly reduce the principal due and owing on the loan and to work out the details with Attorney Mitch Simon.

16. Update on CDA Director Search and Screen Process.

It was announced that the CDA would be setting interviews with five candidates in early January for the CDA Director position.

17. Adjourn

It was moved by Knight, seconded by Singer to adjourn the meeting. Meeting adjourned at 7:32 p.m.

Kevin Brunner, City Manager
Recording Secretary

MINUTES
Tuesday, January 12, 2012
4:00 PM – CDA Board of Directors
2nd Floor Cravath Lakefront conference Room,
312 W. Whitewater Street
Whitewater, WI 53190

1. **Call to order and roll call**
   The meeting was called to order at 4:01 p.m. by Chair Tom Miller. Members present: Donna Henry, Jim Allen, Patrick Singer, Larry Kachel, Jim Stewart, Jeff Knight, and Tom Miller.
   Others present: Robert Young and Cameron Clapper.

2. **Approval of the Agenda**
   It was moved by Stewart, seconded by Allen to approve the agenda as presented.
   Approved.

3. **Convene to Closed Executive Session Pursuant to Wisconsin State Statute 19.85 (1) (c) to "consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility."**
   It was then moved by Miller, seconded by Knight to convene to closed executive session pursuant to Wisconsin State Statute 19.85 (1) (c) to "consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
   Roll Call Vote.
   Ayes: Henry, Allen, Singer, Kachel, Miller, Knight, Stewart. Noes: None.

   The meeting was convened to closed session at 4:05 p.m.

   During the closed executive session interviews were conducted for the CDA Director position.

   The CDA did not reconvene in open session.

Cameron Clapper, Assistant to the City Manager
Recording Secretary

MINUTES
Tuesday, January 17, 2012
4:30 PM – CDA Board of Directors
2nd Floor City Manager Conference Room,
312 W. Whitewater Street
Whitewater, WI 53190

1. **Call to order and roll call**
   The meeting was called to order at 4:30 p.m. by Chair Tom Miller. Members present: Larry Kachel, Jim Stewart, Tom Miller, and Jeff Knight.
   Excused: Patrick Singer, Jim Allen, and Donna Henry.
   Others present: Robert Young and Cameron Clapper.

2. **Approval of the Agenda**
   It was moved by Miller, seconded by Kachel to approve the agenda as presented.
   Approved.

3. **Convene to Closed Executive Session Pursuant to Wisconsin State Statute 19.85 (1) (c) to "consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility."**
   It was then moved by Miller, seconded by Knight to convene to closed executive session pursuant to Wisconsin State Statute 19.85 (1) (c) to "consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
   Roll Call Vote.
   Ayes: Miller, Knight, Kachel, Stewart. Noes: None.

   The meeting was convened to closed session at 4:35 p.m. Robert Young and Cameron Clapper were invited to participate in the closed session.

   During the closed executive session interviews were conducted for the CDA Director position.

   At approximately 5:25 p.m. it was moved by Miller, seconded by Kachel to reconvene in open session.
   Roll Call Vote.
   Ayes: Knight, Stewart, Kachel, Miller.

4. **Possible direction regarding CDA Director Interview process.**
   No action was taken.

5. **Adjournment**
   It was then moved by Knight, seconded by Stewart to adjourn. Meeting adjourned at 5:26 p.m.

Cameron Clapper, Assistant to the City Manager
Recording Secretary

MINUTES
Tuesday, January 24, 2012
5:00 PM – CDA Board of Directors
2nd Floor, Cravath Lakefront Room
Cravath Lakefront conference Room
312 W. Whitewater Street
Whitewater, WI 53190

1. **Call to order and roll call**
   The meeting was called to order at 5:00 p.m. by Vice-Chair Knight. Members present: Donna Henry, Jim Allen, Jim Stewart and Jeff Knight. Tom Miller appeared at 5:05 p.m. Excused: Patrick Singer and Larry Kachel. Others present: Robert Young, Mike Van den Bosch and Kevin Brunner.

2. **Approval of the Agenda**
   It was moved by Allen, seconded by Stewart to approve the agenda as presented. Approved.

3. **Convene to Closed Executive Session Pursuant to Wisconsin State Statute 19.85 (1) (c) to "consider 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: Discussion of CDA Director position, current candidates, and future direction.
   At approximately 5:30 p.m. the CDA will reconvene in open session.
   It was then moved by Stewart, seconded by Allen to convene to closed executive session pursuant to Wisconsin State Statute 19.85 (1) (c) to "consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." Roll Call Vote. Ayes: Henry, Allen, Knight, Stewart. Noes: None.

   The meeting was convened to closed session at 5:04 p.m.

   During the closed executive session a discussion of the CDA Director position the current candidates for the position and future direction regarding the search and screen process were discussed.

   At approximately 5:55 p.m. it was moved by Knight, seconded by Allen to reconvene in open session. Roll Call Vote. Ayes: Henry, Allen, Knight, Stewart, Miller.

4. **Possible direction regarding CDA Director position and hiring process.**
   The Board requested that Brunner and Knight facilitate a meeting with Bud Gayhart, Dennis Heling, Mike Van den Bosch and Kristin Fish of Redevelopment Resources to discuss the CDA Director position and related responsibilities. In addition, the Board requested that all candidates for the position that have previously applied be informed that the CDA is taking no action and has decided to reopen the recruitment selection process and will be announcing how that process will take place over the next several weeks.

5. **Adjournment**
   It was then moved by Stewart, seconded by Allen to adjourn. Meeting adjourned at 6:00 p.m.

Kevin Brunner, City Manager
Recording Secretary

City of Whitewater
Parks and Recreation Board
Monday, December 5, 2011 - 4:00pm
Cravath Lakefront Room - 2nd Floor, City Municipal Building
312 W. Whitewater St. Whitewater, WI 53190

MINUTES

Call to Order and Roll Call
Brandon Knedler, Bruce Parker, Nathan Jaeger, and Ken Kidd Absent: Jen Kaina, Stephanie Abbott, and Rick Daniels Staff: Matt Amundson, Michelle Dujardin, Deb Weberpal Guests: Richard Ehrenberg

Consent Agenda
No items to be removed from consent agenda. Kidd moved to accept the consent agenda approving the minutes of the November 7, 2011 Parks and Recreation Board meeting and receipt and acknowledgement of Urban Forestry Commission minutes of August 16, 2011, September 20, 2011, and October 18, 2011. Second by Parker. Ayes: Knedler, Jaeger, Kidd, Parker. Noes: None. Abstain: None. Absent: Jen Kaina, Stephanie Abbott, and Rick Daniels. Motion passed.

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

Richard Helmick alerted the Board that the Hoard Museum is holding a ceremony making presentation on Aztalan and Koshkonong Mounds Thursday December 15 at 5:30 pm. Plan for the mounds has been passed but hasn't gone to council. Amundson commented will not go to council until boundary issues are resolved.

Staff Reports:
Parks & Recreation Director:

- Prescribed Burn at Whitewater Effigy Mounds Preserve-Attempted but did not have favorable winds and burn was not completely successful due to moisture. Pockets of prairie are developing.
- Bicycle & Pedestrian Master Plan-Steering committee met in early November. Ranked firms and met with top ranked firm. Next step is for consultant to forward contract to negotiate. Then goes to Governor's office and takes 8-12 weeks. Hope to have kickoff in the spring. DAAR manages DOT projects and works with the communities. Kidd inquired about trail extension and wetlands.

Recreation & Community Events Programmer:

- Winter/Spring Brochure-Dujardin handed out copies of the brochure and hopes to have hard copies on Friday. Will go in the Good Morning on the 19th. All classes are online. Increase in youth art classes, spinning class is offered again, added CPR & first aid classes. Will discuss RFP for brochure in future with the board as it is due again. How many brochures, how distribute, etc.

Senior Coordinator

- One Stop Shop-Raised $890. Will not do next year as too much staff time for the amount of money raised. Will do a No Bake Bake Sale next year.
- Holiday Luncheon: At 62 people with a few more to add.
- Senior Forum-Approved purchases out of fundraising for laptop, body bars, projection screen, storage area materials. And possibly attendance software.

Appointment of Parks and Recreation Board member to the Urban Forestry Commission
Amundson referred to memo. Kaina has a conflict with the committee's new meeting date, fourth Tuesday. Parker moved to appoint Knedler. Second by Jaeger. Ayes: Knedler, Jaeger, Kidd, Parker. Noes: None. Abstain: None. Absent: Jen Kaina, Stephanie Abbott, and Rick Daniels . Motion passed.

Discussion and possible action related to future meeting schedule
Amundson referred to the memo and commented. The third Monday seems to work for everyone. 5:00 pm. Amundson will check with other board members.

Update on Treyton's Field of Dreams progress
Amundson referred to the memo, a grant will be submitted to Baseball Tomorrow fund for $75,000 for lighting. Gave update on Pepsi Refresh. Motorcycle donated for fundraising is a 1940's Harley. Strand asked to do topography and geotechnical investigation. JP Cullen will assist with the project to see what has been committed and what we need as well as putting numbers to what is needed and a dollar value. Will also do construction documents which will assist with bidding. Hope to have plan by January meeting but for sure by February with groundbreaking to hopefully happen in the spring. Kidd questioned upkeep for the field. Board will have to look at concessions, rental dollars and other items to stay with the field. Potential for irrigation system to be donated.

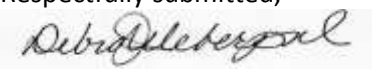
Discussion and possible action on agreement with UW-Whitewater for future use of Treyton's Field of Dreams
Amundson referred to the memo. UWW student group potentially funding donation ($10,000) and is requesting free use of the facility for 2 years. 25% of the standard fee for 8 years following. They would have access after Parks and Rec, then the school district and youth sports. Any groups would need to be a recognized student organization, not athletic teams or intramurals. They will follow our rules and policies. The student group is voting on this tonight.

Request for future agenda items
Student funding of Field of Dreams
Brochure RFP

Adjourn
6:00 pm Motion by Jaeger. Second by Kidd. Affirmed by voice vote.

Next meeting: January 16 at 5:00

Respectfully submitted,



Debra Weberpal

Downtown Whitewater, Inc. Board Of Directors

Executive Board

President: **Geoff Hale** (Home Lumber)
Downtown Property Owner (2011 – 2013)
599 South Franklin Street
Whitewater, WI 53190
262-473-3538
ghale@hometops.com

V. President: **Dave Saalsaa** (Quiet Hut Sports)
Downtown Business Owner (2010 – 2012)
186 West Main Street
Whitewater, WI 53190
262-473-2950
dsaalsaa@sbcglobal.net

Secretary: **Bonnie Miller** (Simon Law Office)
Member-at-Large (2010 – 2012)
221 South Prince Street
Whitewater, WI 53190
262-473-3121
mustangsally@charter.net

Treasurer: **Jon Kachel** (Commercial Bank)
Financial Representative (2010 – 2012)
200 South Fremont Street
Whitewater, WI 53190
262-473-1111
jkachel@commericalbankww.com

Directors

Kevin Brunner (City Manager)
Ex-Officio Seat
312 W. Whitewater Street
Whitewater, WI 53190
262-473-0500
kbrunner@whitewater-wi.gov

Ronald (Bud) Gayhart (Director)
Center for Innovation & Business Development
UW-W Representative (2010 - 2012)
1200 Hyland Hall
University of Wisconsin-Whitewater
Whitewater, WI 53190
262-472-1689
gayhartr@uww.edu

James Miller (University of Wisconsin-Whitewater)
Community Member-at-Large (2010 – 2012)
1601 Turtle Mound Circle
Whitewater, WI 53190
262-473-4904
millerjb@uww.edu

Dennis (Salvo) Salverson (Salvo's Coyote Grill)
Downtown Business Owner (2011 - 2013)
132 W. Center Street
Whitewater, WI 53190
262-472-0510
salvo@coyotegrill.net

Nate Parrish (First Citizens State Bank)
Downtown Business Owner (2011-2013)
207 West Main Street
Whitewater, WI 53190
262-473-1437
nparrish@firstcitizensww.com

Roni Telfer (University of Wisconsin-Whitewater)
Community Member-at-Large (2011-2013)
304 Woodland Drive
Whitewater, WI 53190
262-473-2777
rtelfer@ameritech.net

Downtown Whitewater, Inc. 2011 Annual Report

The Triangle

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Downtown Whitewater, Inc. MISSION STATEMENT Approved in 2006

Revised & Adopted December 2008, May 2010 & October 2011

Downtown Whitewater, Inc. is a non-profit, community-based organization devoted to preserving, improving and promoting Whitewater's quality of life by strengthening our historic downtown as the ***heartbeat*** of the community.

National Trust for Historic Preservation

Headquarters for the National Trust for Historic Preservation in Washington, DC.

The National Trust for Historic Preservation provides leadership, education, advocacy, and resources to save America's diverse historic places and revitalize our communities.

The National Trust for Historic Preservation is a private, nonprofit membership organization dedicated to saving historic places and revitalizing America's communities. Recipient of the National Humanities Medal, the Trust was founded in 1949 and provides leadership, education, advocacy, and resources to protect the irreplaceable places that tell America's story. Staff at the Washington, DC, headquarters, six regional offices and 29 historic sites work with the Trust's 270,000 members and thousands of preservation groups in all 50 states.

The need for the National Trust for Historic Preservation has increased since its founding in 1949. When historic buildings and neighborhoods are torn down or allowed to deteriorate, a part of our past disappears forever. When that happens, we lose history that helps us know who we are, and we lose opportunities to live and work in the kinds of interesting and attractive

WISCONSIN MAIN STREET

The Wisconsin Main Street Program is a comprehensive revitalization program designed to promote the historic and economic redevelopment of traditional business districts in Wisconsin. The Main Street Program was established in 1987 to encourage and support the revitalization of downtowns in Wisconsin communities. Each year, the Department of Commerce selects communities to join the program. These communities receive technical support and training needed to restore their Main Streets to centers of community activity and commerce.

MAIN STREET BENEFITS

Investment

In the first five years of a local Main Street program, the state of Wisconsin invests approximately $125,000 in on-site visits, training, and technical assistance.

The Wisconsin Main Street Program, the National Main Street Center, and private consultants spend more than 80 days in each new community during the start-up phase.

After the start-up phase, the state annually invests approximately $5,000 in each Main Street community to provide quarterly volunteer and director training sessions, design assistance, business consultations, and town-specific technical assistance. Other benefits are an annual awards ceremony, cooperative marketing opportunities, and an extensive library of slides, videos, and printed materials. In addition, scholarships are available for local Main Street program directors to attend the National Town Meeting on Main Street.

Results

Together, Wisconsin Main Street communities have impacted the heart and soul of our communities-the downtowns. A significant number of new jobs have been created; many new businesses have been attracted; and millions of dollars have been privately invested in the communities.

A message from our Board President

Just six short years ago the planning and preparation for our application to become a Wisconsin Main Street Organization began. It was an 11th hour decision to accomplish a herculean effort. What would take most any other community to prepare in a year we would do in less than 90 days. Through a sleeve rolling virtue, some hustle and a lot of determination Whitewater's Main Street presentation was received with flying colors and awarded Main Street status on the first go round. This was impressive given the short time frame to make it all happen and especially since we were aware of other communities that had made as many as two failed annual attempts before being accepted on their third try.

This March will mark our sixth anniversary. It is with the help of a host of volunteers who have served diligently on design, parking, organization, fund raising, promotion and economic restructuring committees as well as our board of directors, that we have so much to celebrate. There is a tremendous amount of pride to be shared with so many volunteers who have unselfishly given of their time and talent and so many contributors who have generously opened their pocket book to see the dream for a vibrant downtown continue on its path to success. Our community truly does have what it takes to make a difference. Just as a herculean effort swept a best in show at the State level when we applied for Main Street status six years ago, that same herculean effort continues today with the many improvements evidenced throughout our downtown.

The Downtown Swing

Where boarded up windows were once the true norm,
New business models have been born.
Where decaying facades had all been in hock,
Uplifted designs have since joined the flock.
Whitewater's Hotel caving in due to rot,
Is now an incredibly, bold, fun SweetSpot.
Where "The Strand" became "The Towne" then a rock climbing haven,
See Jessica's expansion all spruced up and clean shaven.
Where an abandoned old auto parts store became The Furnace,
Polished space for the arts of Studio 84 will now flourish.
Where Rossing's welcomed bikers to shop Quiet Hut,
The award winning improved front of Dave's store does now jut.
Where the Huddles old gathering place lay to ruin,
The restored efforts of Fat Jack's Grill have been hewn.
The fresh new facade of the old dime store building,
Welcomes all inside to share local history it's been guilding.
One day soon these same hallways of shared public spaces,
Will be home to one of the biggest graphic WWII photo places.
Whitewater Street's blame had skid row for its name,
Now a boulevard with bakery and culinary chef are its fame.
Our dairy supply once a bustling hub in its day,
Just see it now, condos and retail space overlooking the bay.
Where a space for occasional groups came to meet,
Christon's Lakefront Pub is beaming to greet.
Where the Triangle building was once crumbling down,
Now Karina's Mexican Restaurant has grown roots in this town.
Where a fragile old freight house was taking up space,
A kitchen and bath design store has replaced in this case.
From one place to another the moves they are making,
A domino effect has been all in the shaping.
Where the old grocery store footprint had laid long so vacant,
The Topper's World headquarters people have taken.
Where Topper's was for so long such a busy pizza place,
Is the new home of Bruce's custom guitar store space.
Where Bruce's guitars held a more modest spot,
Find Joe's full of framing your art to be got.
Where Joe's framing home use to be 1st & Main,
Now Terra's Temporary Service is clearly the aim.
Where Terra once used to be just next door,
This space lays in waiting for an idea to be born.
When not so long ago the cafe was only inside,
Outdoor dining's enjoyed all around far and wide.
Where a place for your car was around the block,
Now find many more places to angle park.
Where the spirit of Christmas was not quite seeming,
Snowflakes light the way for shoppers all gleaming.
Where light poles were bike poles for securing your ride,
More brilliant safe choices for peddlers on most blocks abide.
And the flowers we all take for granted in spring,
Shall continue to blossom if we keep doing our thing.
This job's far from over with so much still to be done,
Our Main Street mission remains steady with the help of everyone,
Come share in the pride of a movement that's going somewhere,
By becoming a Downtown Whitewater Community Volunteer.

Geoff Hale
Downtown Whitewater, Inc.
Board President

A message from our Executive Director

The Downtown Whitewater, Inc. Annual Report updates the City of Whitewater Council Members on the progress of the organization for Fiscal Year January 2011 to December 2011. While economic challenges face every community across the nation, Downtown Whitewater, Inc. continues to move forward in keeping with our mission; a non-profit, community-based organization devoted to preserving, improving and promoting Whitewater's quality of life by strengthening our historic downtown as the *heartbeat* of the community.

Since its inception in 2006, Downtown Whitewater, Inc. has attempted to establish itself as the leading organization for revitalization of Whitewater. Our Board of Directors, Stakeholders and Volunteers work assiduously with local business and property owners to ensure the vitality of the program and to create an environment which will enable economic development through historic preservation.

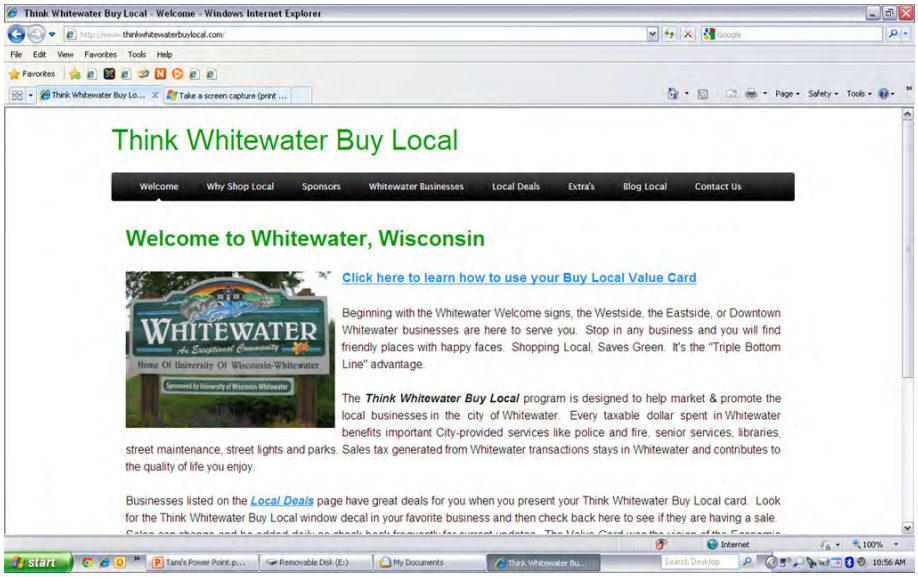
The year 2011 brought with it many challenges and uncertain economic climates. Many of us have needed to make difficult decisions about how to make our resources go further than ever before. But Downtown Whitewater, Inc. was not without its encouraging expansions, was able to take advantage of many opportunities and as a result the year was successful on many levels. Downtown Whitewater had 3 restaurants expand to help with the needs of their growing business. SweetSpot Café has added a much needed bakery, Jessica's Family Restaurant expanded its seating capacity to accommodate their ever growing customer base and Novak's is now Whitewater Street Restaurant and with its expansion a new restaurant has opened called the Lakefront Pub.

Downtown Whitewater, Inc. will continue to work on our goals as outlined in our 2012 work plans which are available for anyone who wants a copy, at the Downtown Whitewater, Inc. office or on our website. A summary of the 2012 projects are listed on page 14 & 15 of the annual report. Our biggest goal is always to develop more partnerships and work more one-on-one with stakeholders within the district to get more involvement in the program and help with the educational outreach programs.

It is because of the dedication of our volunteers, members, sponsors and donors that this annual report is filled with pages of successful accomplishments. I would also like to express my sincerest gratitude to the other organizations and government bodies who have been valuable partners of Downtown Whitewater, Inc. We thank all of you for being a part of the effort to keep Downtown Whitewater, Inc. vibrant and for working with us to return Downtown Whitewater to a healthy, viable neighborhood.

Tamara Brodnicki
Executive Director
Downtown Whitewater, Inc.

Local Deals Found Here



The Main Street Approach

Main Street® is a philosophy, a program, and a proven comprehensive approach to downtown commercial district revitalization. This approach has been implemented in over 2,200 cities and towns in 40 states across the nation with the help of the National Trust Main Street Center and statewide downtown revitalization programs.

The success of the Main Street Approach® is based on its comprehensive nature. By carefully integrating four points into a practical downtown management strategy, a local Main Street program will produce fundamental changes in a community's economic base:

Organization involves building a Main Street framework that is well represented by business and property owners, bankers, citizens, public officials, chambers of commerce, and other local economic development organizations. Everyone must work together to renew downtown. A strong organization provides the stability to build and maintain a long-term effort.

Promotion creates excitement downtown. Street festivals, parades, retail events, and image development campaigns are some of the ways Main Street encourages customer traffic. Promotion involves marketing an enticing image to shoppers, investors, and visitors.

Design enhances the attractiveness of the business district. Historic building rehabilitation, street and alley clean-up, colorful banners, landscaping, and lighting all improve the physical image of the downtown as a quality place to shop, work, walk, invest in, and live. Design improvements result in a reinvestment of public and private dollars to downtown.

Economic Restructuring involves analyzing current market forces to develop long-term solutions. Recruiting new businesses, creatively converting unused space for new uses, and sharpening the competitiveness of Main Street's traditional merchants are examples of economic restructuring activities.

Downtown Whitewater, Inc.

WHAT IS DOWNTOWN WHITEWATER, INC?

Whitewater residents have long recognized the unique role that a healthy downtown district plays in a community. Over the years, several attempts were made to address the changes in the downtown that was become characterized by vacant storefronts, empty streets, and a general feeling of neglect. Under the auspices of the Community Development Authority and with the support of the City of Whitewater, a group of over 45 individuals – community members, downtown property and business owners, and others – began to meet to find way to turn the tide. This group became known as the Downtown Revitalization Group (DRG), whose work culminated in an Action Plan developed in conjunction with Vierbicher and Associates and presented to and adopted by the Whitewater Common Council in August of 2005.

Downtown Whitewater, Inc. (DTWW) is the result of that effort. After the Action Plan was adopted, a Downtown Whitewater Board of Directors was elected and began to meet. In order to provide a mechanism for its revitalization efforts, the board decided to apply for Main Street status with the Wisconsin Department of Commerce in February of 2006, an application that required the organization to raise enough funds so that it would be fully funded for three years before it even applied. After Whitewater was awarded Main Street status in April, 2006, the organization set out to hire its first full-time executive director, Allison Lodge. As of today we have our second executive director, Tamara Brodnicki, who was hired in September of 2007.

Today, over 150 community members and businesses support Downtown Whitewater as active volunteers on one of the organization's four committees (Design, Promotion, Economic Restructuring, and Organization) or through their donations. Working together, this organization enjoyed remarkable successes, ranging from an award-winning historic renovation (The Whitewater Hotel) to the adaptive reuse of a former food store (Toppers Worldwide Headquarters), best public/private partnership (The Stone Stable); best creative fundraiser (Whitewater gone Wild featuring Jack Hanna), to publishing the Design Guidelines & Standards for downtown renovations and development.

We've barely scratched the surface with downtown revitalization over the last 5 years and much work remains to be done: our efforts have focused on adding residential units to our 2nd and 3rd floors, broadening our retail mix with the nearby UW-W campus firmly in mind, and providing more amenities downtown, such as paddleboats at the Lakefront Park, better parking options, additional bike racks and new Christmas decorations.

FUNDING

As an organization, Downtown Whitewater, Inc. has an operating budget of approximately $100,000 a year. Funding sources for this budget are evenly split between the City of Whitewater, large private business donors, and individual donors. The annual budget pays for the Executive Director's salary, the expense of having an office, and expenses related to fulfilling the goals of the four active committees, such as printing Design Guidelines, special events and marketing the Triangle.

DTWW reports to the Whitewater Common Council on a quarterly basis and every January an annual report is given and distributed. An annual meeting is held every March for Stakeholders, where Board elections are held, an annual report is given, annual awards are handed out and current work plans and goals are shared.

Downtown Whitewater, Inc.
Vision Statement

August, 2006

Revised & Adopted
December 2008 & October 2011

Downtown Whitewater's Triangle District will be a dynamic community hub in which people live, work, shop and visit amid an inviting atmosphere highlighted by historic architecture, creative arts, quality design, a vibrant business mix, and unique natural assets. Downtown Whitewater, collaborating with its civic partners, will be recognized as a leader in historic preservation, entrepreneurship and community engagement.

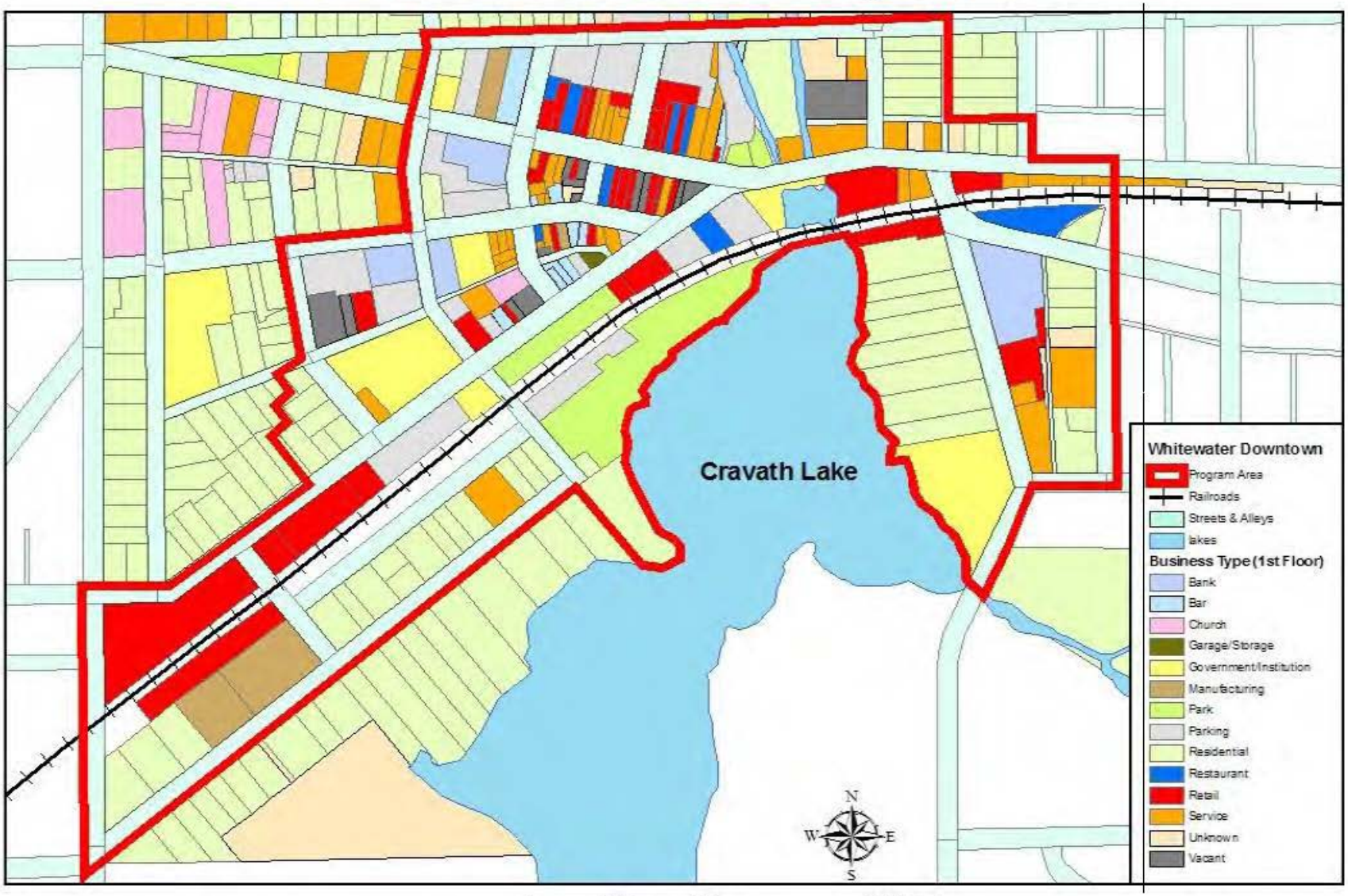
Downtown Whitewater, Inc.
Mission Statement

Approved in 2006

Revised & Adopted
December 2008, May 2010 & October 2011

Downtown Whitewater, Inc. is a non-profit, community-based organization devoted to preserving, improving and promoting Whitewater's quality of life by strengthening our historic downtown as the ***heartbeat*** of the community.

Whitewater Main Street Program Area



Department of Geography & Geology, UW-Whitewater, 2006

2011 Downtown Whitewater, Inc. Board and Committee Members

Board	Fundraising	Organization	Design	Economic Restructuring	Promotion
Geoff Hale (Chair) (262) 473-3538 ghale@hometops.com	Ron Binning (Chair) (262) 473-3930 ron@binningdickens.com	(No Chair)	Dave Saalsaa (Chair) (262) 473-2950 dsaalsaa@sbcglobal.net	Jon Kachel (Chair) (262) 473-1111 jkachel@commercialbankww.com	(No Chair)
Dave Saalsaa (262) 473-2950 dsaalsaa@sbcglobal.net	Jon Kachel (262) 273-1111 jkachel@commercialbankww.com	Kim Brotz (262) 473-2112 kbrotz@firstcitizensww.com	Roni Telfer (262) 473-2777 rtelfer@ameritech.net	Bud Gayhart (262) 472-1689 gayhartr@uww.edu	Therese Kennedy (262) 472-1145 kennedy@uww.edu
Bonnie Miller (262) 473-3121 bmiller@netwurx.net	Geoff Hale (262) 473-3538 ghale@hometops.com	Cameron Clapper (262) 473-0500 CClapper@whitewater-wi.gov	Richard Helmick (262) 473-7884 rrhelmick@att.net	John Patterson (262) 473-3482 pattersj@charter.net	Bob Herald (262) 473-4093 dalesbootery@att.net
Jon Kachel (262) 473-1111 jkachel@commercialbankww.com	Kevin Brunner (262) 473-0500 kbrunner@whitewater-wi.gov	Joshua Clements (262) 741-4968 joshua.clements@ces.uwex.edu	Rick Fassl (262) 473-8228 rf.randix@yahoo.com	Dennis Stanton (262) 473-4175 dennisstanton@tincherrealty.com	Bonnie Miller (262) 473-3121 bmiller@netwurx.net
Kevin Brunner (262) 473-5100 kbrunner@whitewater-wi.gov	Jim Miller (262) 473-4904 millerjb@uww.edu	Linda Platner (262) 215-7756 Lplatnerc21@gmail.com	Latisha Birkeland (262) 473-0500 lbirkeland@whitewater-wi.gov	Rod Dalee (262) 391-7030 roddalee@charter.net	Michelle Dujardin (262) 473-0121 mdujardin@whitewater-wi.gov
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				Kevin Brunner (262) 473-0500 kbrunner@whitewater-wi.gov	

2011 Economic Restructuring Committee

<u>Economic Restructuring Committee Objective #1</u> Continue with programs for Business Recruitment for Main Street District

⇒ Met with CDA to create a one page report on the downtown to insert in a business recruitment packet
⇒ Continued to make recruitment calls and provide updated information about Whitewater
⇒ Continued to work with JD Milburn from the State to recruit businesses within a 30 miles radius
⇒ Continued to work with City and CDA and attended ICSC workshops to market the downtown

<u>Economic Restructuring Committee Objective # 2</u> Continue with programs for Business Retention thereby reducing vacancies by 25%

⇒ Created the Think Whitewater Buy Local Website
⇒ Created and distributed Think Whitewater Buy Local savers card
⇒ Met with individual business owners to provide education and support on social media

<u>Economic Restructuring Committee Objective # 3</u> Long Range (5 Year) Develop Mix-Use Retail/Housing in close proximity to downtown with higher income tenants/owners

⇒ Met with property owners to discuss East Gateway Project and work through their concerns
⇒ Partnered with CDA to produce a photosynthesis of the East Gateway project

<u>Summary</u>
Total new jobs = 12
Total lost jobs = 5

Total New Businesses 2011
⇒ Lakefront Pub
⇒ Five Star Auto Repair

Total Lost Businesses 2011
⇒ the Guild onthe Triangle
⇒ Capn's at the Legion

Total Expanded Businesses 2011
⇒ Sweet Spot Café
⇒ Whitewater Street Restaurant
⇒ Jessica's Restaurant

Total Dollar Investment 2011
⇒ $770,451

2011 Design Committee

<u>Design Committee Objective # 1 (Education)</u> Work with WW Arts Alliance, Landmarks Commission, and University of Wisconsin-Whitewater organizations to enhance appreciation for the historical elements of downtown and to improve first impressions of the downtown to tourist and visitors

⇒ Gathered historical information for walking tour brochure (will be printed in January)
⇒ Built from scratch 2nd float to market the program and its efforts in historical preservation
⇒ Designed window signs to promote Façade Grants & the mission of Downtown Whitewater, Inc.

<u>Design Committee Objective # 2 (Technical)</u> Work with city government to produce and use more prescribed historical revitalization methods and techniques

⇒ Worked with Neighborhood Development Director to ensure historical revitalization methods and techniques were shared with applicants in the Main Street District
⇒ Updated Design Guidelines to include Murals, Ghost Signs and historic protruding signs

<u>Design Committee Objective # 3 (Conceptual)</u> Work with local artist and community groups on plans to add more public art and to improve downtown beautification efforts

⇒ Initiated Phantom Galleries in vacant store fronts
⇒ Administered community service program in an effort to keep street scape clean
⇒ Administered Adopt-a-Block program in a effort to partner with student organizations and to keep the street scape clean

This facade improvement project funded in part by a Downtown Whitewater, Inc. Facade Grant

Triangle DOWNTOWN WHITEWATER

2011 Promotion Committee

<u>Promotion Committee Objective # 1</u> Create a Co-operative marketing plan for the historic downtown Triangle District

⇒ Continued to build the Triangle brand through social media and website marketing
⇒ Continued with Charter cable campaign adding new businesses in round 4
⇒ Installed 14 new bike racks with 5 labeled Think Whitewater

<u>Promotion Committee Objective # 2</u> Create regular promotions for the historic downtown Triangle District

⇒ Hosted Chili Cook Off with the Parks and Rec Department and Special Olympics
⇒ 3rd Annual Trick or Treat the Triangle for Halloween to bring families downtown
⇒ Hosted Happy Holly Days Parade
⇒ Bought and installed 50 new 4'X 4' snowflake Christmas decorations

<u>Promotion Committee Objective # 3</u> Create a program to collect shoes, coats, eye glasses, & cell phones to help people in need

⇒ Worked with local service groups to promote the collection of shoes, coats, eye glasses, & cell phones
⇒ Worked with the community to promote the collection of shoes, coats, eye glasses & cell phones

Downtown Whitewater, Inc. 2011
Installing snowflakes and bike racks

Downtown Whitewater, Inc. 2011
Pork in the Park

Downtown Whitewater, Inc. 2011
Trick or Treat The Triangle

2011 Organization Committee

<u>Organization Committee Objective # 1</u> Raise funds

- ⇒ Supported pledge to raise over $50,000
- ⇒ Continued to organize Annual Update

<u>Organization Committee Objective # 2</u> Recruit, train & recognize volunteers

- ⇒ Continued to organize and host Annual Award Reception
- ⇒ Hosted first Annual Volunteer Luncheon

<u>Organization Committee Objective # 3</u> Provide internal communication

- ⇒ Continued to recruit & nominate board candidates
- ⇒ Produced annual report
- ⇒ Produced annual survey

<u>Organization Committee Objective # 4</u> Provide external communication

- ⇒ Created greater visibility of Downtown Whitewater, Inc.
- ⇒ Published newsletters via Constant Contact

Downtown Whitewater, Inc. 2010
Annual Awards Reception

Downtown Whitewater, Inc. 2011
Volunteer Luncheon

Wisconsin Main Street Annual Awards (2010)

2012 Design Work Plans

Goal: *Encourage visual improvements through good design compatible with historic features*

Design Committee Objective #1: (Outreach) Work with Whitewater Arts Alliance, Landmarks Commission and University of Wisconsin-Whitewater organizations to enhance appreciation for the historical elements of downtown and to improve first impressions of the downtown to tourist and visitors
Projects:

- Create an historical walking tour brochure to include audio components
- Partner with Landmarks Commission, W-3 and Parks and Recreation to host kick-off of historical walking tour
- Display window sign promotion of Façade Grant projects
- Partner with UW-W to engage students in community Adopt-a-Block downtown cleanup program

Design Committee Objective #2: (Technical) Work with city government to produce and use more prescribed historical revitalization methods and techniques
Projects:

- Update Design Guidelines to become Design Guidelines & Standards and make them available in paper and online
- Partner with city to review ordinances for downtown signage to include historical language for protruding, off premise & ghost signage
- Develop guidelines and procedures for murals and ghost signs

Design Committee Objective #3: (Conceptual) Work with local artist and community groups on plans to add more public art and to improve downtown beautification efforts
Projects:

- Partner with Whitewater Arts Alliance too implement and maintain "Phantom Galleries" in vacant storefront
- Develop a conceptual plan for downtown landscaping and signage in municipal lots

2012 Economic Restructuring Work Plans

Goal: *Strengthen and broaden the economic base of the neighborhood business district*

Economic Restructuring Committee Objective #1: Partner with CDA and UW-W to produce materials on training opportunities
Projects:

- Partner with UW-W to create and upload training opportunities to the Downtown Whitewater, Inc. website
- Partner with CDA to create written brochures on training opportunities
- Partner with CDA, UW-W, and UW Extension to offer educational seminars and workshops

Economic Restructuring Committee Objective #2: Partner with Design Committee to conduct a downtown assessment
Projects:

- Conduct a building inventory with assessors information (owner/date/value/square footage) to also include photographs (historic/current), current use & availability and local contact
- Conduct a business inventory categorizing businesses by type

Economic Restructuring Committee Objective #3: Partner with CDA and UW-W to produce business recruitment materials
Projects:

- Partner with UW-W to assemble recruitment packet to include market data, available building information & community data
- Partner with CDA to develop incentive package which will include local grants, local government incentives, low interest loans and state incentives
- Partner with CDA and UW-W to foster business recruitment for a balanced business mix

2012 Promotion Work Plans

Goal: *Promote the neighborhood business district as the community's social, cultural, and economic center*

Promotion Committee Objective #1: Create a promotional strategy to market the Historic Downtown Triangle District.
Projects:
- Create a Triangle Brochure for visitors to the downtown to include historical buildings & landmarks, a map and all business
- Partner with Whitewater, Walworth and Jefferson County Tourism agencies to educate the regional area about historical walking tour

Promotion Committee Objective #2: Create a marketing plan to promote the Historic Downtown Triangle District.
Projects:
- Create template ad for merchants to include Triangle Logo
- Create educational workshops for merchants on inexpensive/free ways to market their business to the area
- Create educational workshops on the importance of websites and social media

Promotion Committee Objective #3: Create special events for the Historic Downtown Triangle District
Projects:
- Trick or Treat the Triangle
- Block Parties
- Tour d` Racks
- Pork in the Park to be called (Barbeque, Rhythm & Brews)
- Work with University, local service groups, & local businesses to collect shoes, coats, eye glasses, hearing aides, clothes, art supplies, cell phones and more for people in need during the Whitewater Cares weekend

2012 Organization Work Plans

Goal: *Provide effective centralized management of the neighborhood business district and increase involvement in the program*

Organization Committee Objective #1: Support Board & Fundraising Committee
Projects:
- Support fundraising committee's pledge to raise $100,000

Organization Committee Objective #2: Recognize Stakeholders Train & Recognize Volunteers
Projects:
- Organize Annual Membership Meeting for Board Elections, Updating Stakeholders & Awards
- Recruit and Train Volunteers
- Organize a Volunteer Appreciation Luncheon

Organization Committee Objective #3: Provide Internal & External Communication.
Projects:
- Produce Annual Report & Survey
- Publish 4 newsletters (Quarterly) (March, June, September & December)

2011 Downtown Whitewater Financial Statement

EXPENSES: (adopted)		EXPENSES: (actual)	
Salaries (full time)	$46,700.00	Salaries (full time)	$44,740.43
Salaries (part time/interns)	$2,600.00	Salaries (part time)	$2,746.86
Social Security	$3,800.00	Social Security/State Withholding	$4,583.02
Health Insurance	$3,000.00	Health Insurance	$3,000.00
Federal & State Taxes	$1,200.00	Federal/State Taxes	$1397.87
Workmen's Comp	$400.00	Workman's Comp	$385.00
Professional Development	$1,500.00	Professional Development	$1,365.08
Travel Expenses	$1,000.00	Travel Expenses	$904.61
Telephone/Internet	$2,400.00	Telephone/Internet	$2,555.22
Contractual Services (Audit/Acct./Payroll/Legal)	$500.00	Contractual Services (Audit/Acct./Payroll/Legal)	$764.00
Office Supplies (Includes Software)	$1,000.00	Office Supplies (Includes Software)	$1806.33
Postage	$500.00	Postage	$184.31
Printing	$1,000.00	Printing	$15.21
Promotions/Marketing	$10,000.00	Promotions/Marketing	$6,693.43
Rent/Utilities	$5,000.00	Rent/Utilities	$3,994.33
Office Equipment	$500.00	Office Equipment	$0
General Insurance	$2,500.00	General Insurance	$2,454.00
COMMITTEE SUPPORT		**COMMITTEE SUPPORT**	
Design	$1,700.00	Design	$152.77
Economic Restructuring	$1,500.00	Economic Restructuring	$88.61
Organization	$2,000.00	Organization	$2,347.89
SPECIAL PROJECTS		**SPECIAL PROJECTS**	
Downtown Flowers	$2,500.00	Downtown Flowers	$2,500.00
Triangle Savings Book	$2,500.00	Triangle Savings Book	$0
Special Events	$5,000.00	Special Events	$2,000.00
Bike Racks		Bike Racks	$8,360.00
Lakefront Electric		Lakefront Electric	$1,000.00
Total Operating Expenses	**$98,800.00**	**Total Operating Expenses**	**$93,738.97**
REVENUES:		**REVENUES:**	
Pledges Receivable	$50,000.00	Pledges Receivable	$41,925.00
City of Whitewater	$25,000.00	City of Whitewater	$25,000.00
Fundraising	$10,000.00	Fundraising	$1,945.00
Miscellaneous	$2,000.00	Miscellaneous	$238.40
Fund Applied Balance	$5,200.00	Fund Applied Balance	$22,581.07
Triangle Savings Book	$5,000.00	Triangle Savings Book	$265.00
Special Events	$3,000.00	Special Events	$1,084.50
Rent Offset	$2,100.00	Rent Offset	$700.00
Total Operating Revenue	**$98,800.00**	**Total Operating Revenue**	**$93,738.97**

In 2010 DTWW hosted the Jack Hanna fundraiser with all profits going towards the purchase of Bike Racks and Christmas decorations for the downtown. Bike Racks were designed and ordered in 2010 but were not paid for and shipped until the spring of 2011. Christmas decorations were designed and ordered in 2011 but were not invoiced or paid for until 2012.

2012 Adopted Budget

EXPENSES:

Salaries (full time)	$46,700.00
Salaries (part time/interns)	$4,000.00
Social Security	$3,900.00
Health Insurance	$3,000.00
Federal & State Taxes	$1,400.00
Workmen's Comp	$400.00
Professional Development	$2,000.00
Travel Expenses	$1,500.00
Telephone/Internet	$2,500.00
Contractual Services (Audit/Acct./Payroll/Legal)	$4000.00
Office Supplies (Includes Software)	$1,000.00
Postage	$400.00
Printing	$500.00
Development/Education	$7,000.00
Rent/Utilities	$3,000.00
Office Equipment	$500.00
General Insurance (Liability, D&O, Commercial)	$2,500.00
COMMITTEE SUPPORT	
Design	$1,725.00
Economic Restructuring	$1,500.00
Organization	$2,500.00
SPECIAL PROJECTS	
Downtown Flowers	$2,500.00
Special Events	$3,000.00
Web Development & Maintenance	$2,500.00
Total Operating Budget	**$98,025.00**

REVENUES:

Pledges Receivable	$60,000.00
City of Whitewater	$24,000.00
Fundraising	$5,000.00
Miscellaneous	$500.00
Fund Applied Balance	$6525.00
Special Events	$2,000.00
Total Operating Revenue	**$98,025.00**

Program to Date Façade Improvement Grants
(Whitewater TIF District #4)

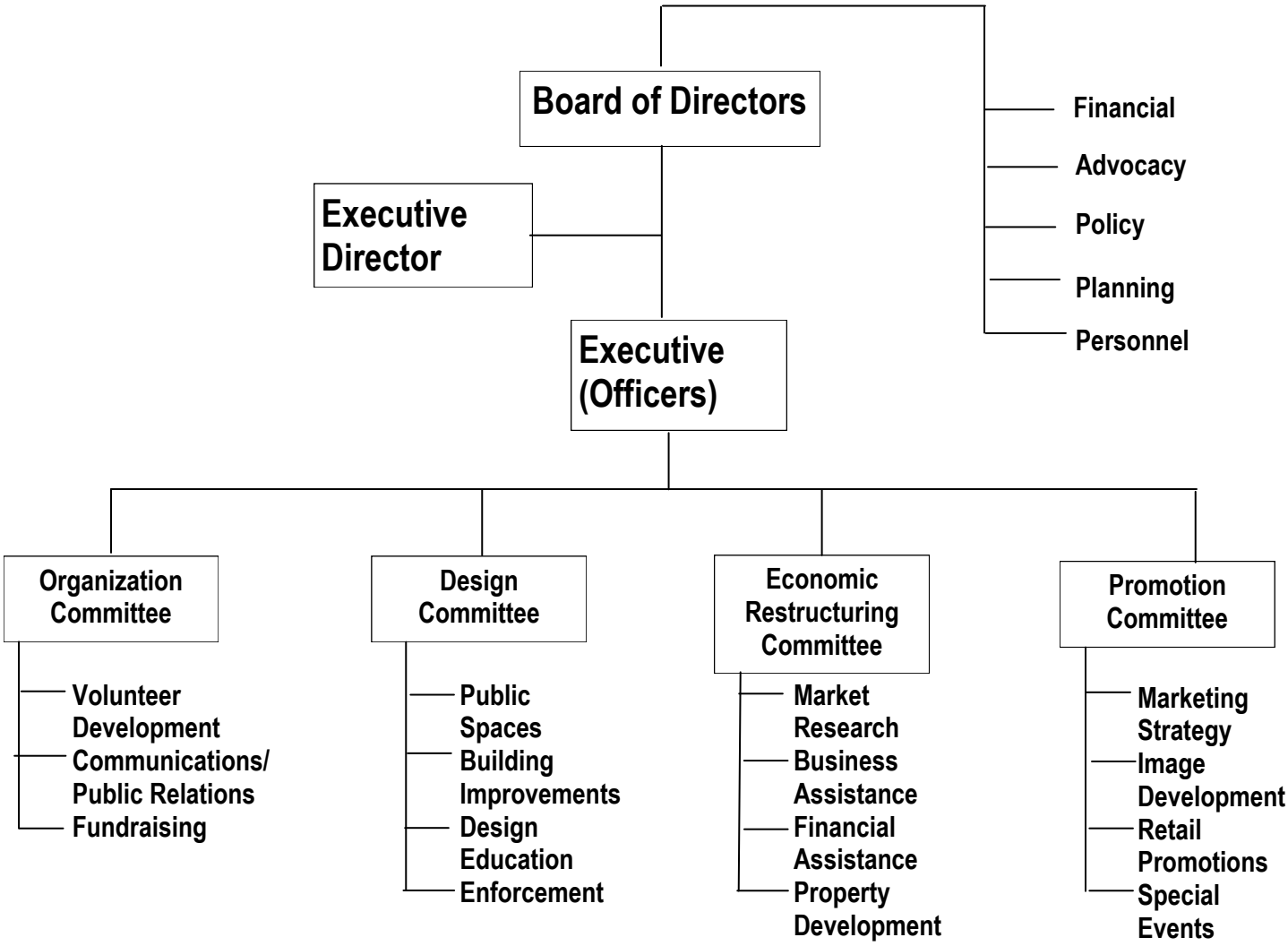
Grantee	Date	Amount	Retainage
TIF #4 Project Plan Budget-$300,000		$300,000	
Discover Whitewater Bldg.	6-Apr	$ 5,790.00	
RR Walton-Whitewater Hotel	6-Jul	$ 7,500.00	
Topper's Pizza-City Market	6-Nov	$ 15,000.00	
Bob Sweet-Landmark Hotel	6-Dec	$ 4,892.00	
Kelly Law Office	7-Apr	$ 2,089.88	
Double Dip Deli	7-Apr	$ 375.00	
Downtown Whitewater-Main Street Architectural Study	7-Jun	$ 6,015.00	
Warhawk Country-200-214 W. Whitewater Street	7-Jul	$ 29,000.00	$ 1,000.00
RR Walton-133-139 W. Main Street	7-Oct	$ 30,000.00	
Triple J Properties-151-153 W. Main	7-Nov	$ 30,000.00	
Triple J Properties-155 W. Main	8-Jan	$ 11,250.00	$ 3,750.00
Stephen Hantropp-160 W. Whitewater Street	8-Jan	$ 16,500.00	
Anna Rodriquez-201 W. Center Street	14-Jul	$ 227.34	
Hometown News LTD-201 W. Center Street	14-Jul	$ 411.00	
Stephen Hantropp-160 W. Whitewater Street	15-Aug	$ 5,500.00	
KJN Development-174-176 W. Main Street	10/9/2008	$ 30,000.00	
David Saalsaa-Reflections of the Past	10/30/2008	$ 7,500.00	
Merilyn Liggett 112 South First Street	11/21/2008	$ 10,558.62	
Jim Gage 119 & 121 West Center Street	1/19/2009	$ 15,000.00	
Bulldog Investments LLC 161 West Main Street	9/28/2009	$ 18,900.00	
Barb Kramer 141 West Main Street	12/18/2009	$ 1,891.00	
Pinnacle Bankcorp	6/9/2010	$ 2,818.13	
Bob Sweet Landmark Hotel	10/18/2010	$ 3,628.21	
Geoff Hale 162 West Main Street	11/14/2010	$ 30,000.00	
Dave Saalsaa 186 West Main Street	11/28/2010	$ 11,019.13	
	Totals	**$ 295,865.31**	
Total Façade Grant Funding Still Available		**$ 4,134.69**	

Program to Date
Downtown Investments

$350,000 - 200 West Whitewater Street Buildings (Warhawk Country LLC.)
$450,000 – 126 West Whitewater Street (Whitewater Hotel)
$500,000 – 447 West Whitewater Street (Home Lumber Kitchen & Bath Works)
$1.1 million – 333 West Center Street (Topper's Pizza World Headquarters)
$1.8 million – 207 West Main Street (First Citizens State Bank)
$300,000 – 146 West Main Street (Fat Jack's)
$500,000 - 133-139 West Main Street (Karina's)
$450,000 - 151-153 West Main Street (Winchester Building)
$491,098 - 162 West Main Street (Main Street Shoppes)
$150,000 - 147 West Whitewater Street (Wisconsin Dairy Supply)
$075,000 - 158-162 West Whitewater Street (Pumpers & Mitchell's)
$750,000 - 155 West Main Street (Dale's Bootery)
$315,000 – 119-121 West Center Street (Studio 84)
$112,000 – 110 Center Street (Watson Building)
$001,277 – 201 West Center Street (Good Morning Advertiser)
$001,000 – 135 West Center Street (TNT Signs)
$001,500 – 138 West Center Street (Wellnitz Accounting)
$045,000 – 112 South Center Street (The Treasure Vault)
$017,040 – 204 West Main Street (Landmark Hotel)
$000,750 – 180 West Main Street (Double Dip Deli)
$011,580 – 177 West Main Street (Discover Whitewater Building)
$043,436 – 161 West Main Street (Tokyo Building)
$016,782 – 182 West Main Street (Reflections of the Past)
$269,100 – 174-176 West Main Street (Art & Image/Level up Games)
$004,180 – 205 West Center Street (Kelly Law Offices)
$080,000 – 214 South Second Street (Getter Building)
$030,000 – 104 West Center Street (K-9 Hair Care)
$233,300 – 141 West Main Street (Tainted Luv)
$127,500 – 141 B West Whitewater Street (Wisconsin Dairy Supply)
$013,000 – Shared Garbage Dumpster Paid for by Property Owners
$022,038 – 186 West Main Street (Quiet Hut Sports)
$040,000 – 111 West Whitewater Street (Whitewater Street Restaurant & Lakefront Pub)
$725,551 – 140 West Main Street (Jessica's Family Restaurant)
$002,300 – 226 West Whitewater Street (SweetSpot Café)
$002,600 – 265 South Wisconsin Street (Five Star Auto Repair)

$9,031,032 Program to Date Downtown Investments

Downtown Whitewater, Inc.
Organizational Chart



Wisconsin Main Street Services

Services to date in excess of $130,000

Year One

Kick off Visit
Hiring Visit
Executive Director Training
Vision Planning
Volunteer Training (for each committee)
Work Plan Workshop facilitation
Market Analysis Assistance
Design Assistance (5 drawings and site visits)
Small Business Assistance
Quarterly Workshops
NMSC Membership
Scholarship for National Main Street Conference

Year Two

Resource Team
Market Analysis Assistance
Quarterly Workshops
Optional Business Recruitment Workshop
Design Assistance (5 drawings and site visits)
Small Business Assistance
NMSC Membership
Scholarship for National Main Street Conference

Year Three

2 Day Issue Specific Tech Visit
Fundraising Workshop
Quarterly Workshops
Design Assistance (5 drawings and site visits)
Small Business Assistance
NMSC Membership
Scholarship for National Main Street Conference

Continuing Services

Year Four

2 Day Issue Specific Tech Visit
2 Day Assessment Visit
Quarterly Workshops
Design Assistance (5 drawings and site visits)
Small Business Assistance
NMSC Membership
Scholarship for National Main Street Conference

Year Five

2 Day Issue Specific Tech Visit
Quarterly Workshops
Design Assistance (5 drawings and site visits)
Small Business Assistance
NMSC Membership
Scholarship for National Main Street Conference

Year 6

Design Assistance (3 drawings and site visits)
Small Business Assistance

Year 7

Quarterly Workshops
Design Assistance (3 drawings and site visits)
Small Business Assistance
Two-day Assessment Visit

Year 8

Quarterly Workshops
Design Assistance (3 drawings and site visits)
Small Business Assistance

Year 9

Quarterly Workshops
Design Assistance (3 drawings and site visits)
Small Business Assistance

Year 10

Quarterly Workshops
Design Assistance (3 drawings and site visits)
Small Business Assistance
Two-day Assessment Visit

Donors to Downtown Whitewater, Inc. to Date

Patron (up to $250)
Between Friends Greek
Aurel Bezat
Coyote Grill
Dean and Jackie Fisher
Michael and Laura Grubb
Peter Jacobs
Richard and Marcia James
Richard and Barbara Kelly
Fred Kraege
League of Women Voters
Leffingwells Menswear
Ben and Flo Rhodes
Kristin Sederholm
Snow Mush Fundraiser
Gladys Stone
Whitewater Police Association
Woodland Quilts
Lowell and Maureen Youngs
Suzanne Zentner

Friend ($250 to $499)
Anonymous Business #1
David and Carol Cartwright
Floral Villa
Gene and Kathy Hackbarth
Jerome and Virginia Laurent
Mickelson Commodities
Oak Leaf Studio
David and Merri Stoneman
Whitewater Historical Society

Booster ($500 to $999)
Anonymous Resident #1
Bergey Jewelry
Ron and Marilyn Binning
James Conner
Rollin and Nancy Cooper
Design Alliance Architects
Edward Jones Company
Ehlert Construction
Howard Marklein
Robert and Sharon McCullough
Olm & Associates
Ken and Dorothy Otting
Anthony and Lenore Pavlick
Perlman-Roque Whitewater
Betty Schoonover
Steve and Sheila Shaw
Simon Law Office
Touch of Sun and the Coin Laundry
White Elephant
Evan and Annette Wynn
David and Marcia Yochum

Mainstay ($1,000 to $2,499)
Binning & Dickens Insurance
Burns Industrial Supply
Century 21/Walton Realty
Dale's Bootery
Denny K's Bar & Grill
Double Dip Deli
Eppstein Uhen Architects
Fat Jack's Roadhouse
Funhunters LLC
GMA Printing
Gaylon and Hannah Greenhill
Honeywell
Husco International
Ron Jongetjes/John's Disposal
M.E. and My Pets, LLC
Novak's Family Restaurant
John and Marie Patterson
Blake and Kim Scharine
Mike and Shannon Schumacher
Quiet Hut Sports
State Farm Insurance
Jim and Claire Stewart
Marj Stoneman and Joe Kromholz
Dick and Veronica Telfer
Whitewater Arts Alliance
Whitewater Manufacturing Co
WI Energy Corp.
UW-W Community Optimists
Vierbicher Associates
Walworth County Economic Development Association
Kristine and Peter Zaballos
Zingg Motor Group

Director ($2,500 to $4,999)
Kevin and Nancy Brunner
Dalee Water Conditioning
Dean/St Mary's Clinic
Fairhaven
Harrison and McDonell
Lyle and Dawn Hunter
Soffa & Devitt
Strand and Associates
Triebold Outdoor Power
Weiler & Co.
Whitewater Rotary Club

Visionary ($5,000 or more)
D& R Partnership LLC
Dental Perfections
Frawley Oil Company
Ketterhagen Motor Sales
Pope Transport
Schenck Accurate
Star Packaging
Tincher Realty
Triebold Implement

Catalyst ($10,000 or more)
Associated Bank
Steve and Billie Moksnes
Topper's Pizza
City of Whitewater
Coburn Company
Commercial Bank
DLK Enterprises
First Citizens State Bank
Fort Community Credit Union
Home Lumber Company
UW-Whitewater
Wellnitz Accounting

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150 West Main Street
Whitewater, Wisconsin 53190
www.downtownwhitewater.com
director@downtownwhitewater.com

MEMORANDUM

TO: Common Council Members

FROM: Kevin Brunner, City Manager

DATE: January 31, 2012

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 (MOU) 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 11, 2012 meeting and by the Community Development Authority at its January 30, 2012 meeting. Both bodies have unanimously recommended approval of this document to the Common Council.

Please note that I am including a redline version of this document that indicates the substantive changes that the Tech Park Board made to this document as well as a clean copy of the final document for your consideration and approval.

We have been operating under a one year agreement for the operation of the Technology Park and Innovation Center during 2011 with the understanding that the parties would endeavor to develop and negotiate a longer term agreement. The result is this agreement that is recommended for your consideration and approval at this time.

One of the requirements of the MOU is that an annual budget be presented by the Tech Park Board to the City and CDA for the upcoming calendar year. Because the Tech Park Board did not have the benefit of much more than several months of actual operating history to produce a budget by the required September 1st submittal date, the Board elected to produce a budget in January of this year in order to better forecast 2012 revenues and expenditures. A copy of the adopted Innovation Center 2012 budget is attached for your review and information pursuant to this MOU requirement. In the future, the Innovation Center annual budget will be presented in the fall to coincide with the City's regular budget review process.

If any of you have any questions regarding the MOU or the 2012 Innovation Center Budget, please feel free to contact me in advance of next week's Common Council meeting.

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF WHITEWATER, WISCONSIN; CITY OF WHITEWATER COMMUNITY DEVELOPMENT AUTHORITY; AND THE WHITEWATER-UNIVERSITY TECHNOLOGY PARK, INCORPORATED

WHEREAS, the City of Whitewater; the City of Whitewater Community Development Authority; and the Whitewater-University Technology Park, Incorporated, in cooperation with the University of Wisconsin-Whitewater, developed a Whitewater-University Technology Park and built the Whitewater Innovation Center in said park, and

WHEREAS, the City of Whitewater; the City of Whitewater Community Development Authority; and the Whitewater-University Technology Park, Incorporated believe it is in all parties' best interests to delegate the management of the Whitewater Innovation Center to the Whitewater-University Technology Park, Incorporated, and

WHEREAS, a Memorandum of Understanding is necessary for the purpose of setting forth the management responsibilities to be delegated to the Whitewater-University Technology Park, Incorporated, and

WHEREAS, it is in the City of Whitewater's best interests to delegate the management of the Whitewater Innovation to the Whitewater-University Technology Park, Incorporated,

Now, therefore, **BE IT RESOLVED,** that the Common Council of the City of Whitewater authorizes and directs that the City of Whitewater enter into the attached Memorandum of Understanding delegating the management of the Whitewater Innovation Center to the Whitewater-University Technology Park, Incorporated.

Resolution introduced by Councilmember_____, who moved its adoption. Seconded by Councilmember_____.

AYES: _____
Kevin Brunner, City Manager

NOES:

ABSENT:

ADOPTED: _____
Michele R. Smith, City Clerk

MEMORANDUM OF UNDERSTANDING ~~(02-04-11-Final Draft)~~ 1-12-12

Final Draft as Approved by Tech Park Board and Community Development Authority 1-30-12

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

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 the Whitewater University Technology Park and built the Whitewater 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 Whitewater 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 Whitewater Innovation Center; and

WHEREAS, the Board is willing to accept the duties associated with the management of the Whitewater Innovation Center and Whitewater University 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 Whitewater Innovation Center and Whitewater University 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~~ twenty~~(1)~~ (20)year commencing on January 1, 20~~11~~12, and ending on December 31, 20~~11~~31, 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 WHITEWATER 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 Whitewater 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 Whitewater Innovation Center and determine rental lease charges and lease rates.

2.02. Marketing of Innovation Center. The Board shall market the Whitewater Innovation Center leasable space as well as the availability of the Whitewater 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 InnovationManager. 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 Whitewater Innovation Center. Also, it shall be responsible for providing information technology services to tenants to the extent ~~directed by the CDA and the City.~~and allowed by State Statute. The Board will determine the level of tenant services to be provided.

2.09. Fiber Optic Services. The Board shall be responsible for the management of fiber optic access and use at the Whitewater Innovation Center and throughout the Whitewater University 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 as well as from any other payments for use of Whitewater Innovation Center space.

ARTICLE III

OPERATION OF WHITEWATER 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 Whitewater 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 Whitewater University Technology Park and determine, in consultation with the City and CDA, applicable real estate sale charges and rates.

3.**02. Marketing of Whitewater University Technology Park.** The Board shall market the Whitewater University Technology Park lots.

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

3.**04. Tenant Relations.** The Board shall conduct necessary relations with Whitewater University Technology Park tenants.

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

3.06. Income. The net proceeds from any Whitewater University Technology Park lot sales shall be paid to the CDA and shall be used for Whitewater University Technology Park

purposes, including but not limited to, the improvement or expansion of the Whitewater University Technology Park. 10 percent (%) of any Whitewater University Technology Park lot sale net proceeds shall be retained by the Board to offset Park marketing costs.

ARTICLE IV

FINANCIAL RESPONSIBILITIES

4.01. Annual Budget. Not later than October 15th~~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 Whitewater Innovation Center and the Whitewater University 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 Whitewater Innovation Center and the Whitewater University 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 hired by the City 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 annual contribution as defined in Section 5.01.~~commitment to pay a $20,000.00 contribution to the operation of the Whitewater Innovation Center.~~

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

~~**4.05.**~~ **Excess Funds.** All excess funds after the annual Payment in Lieu of Taxes (PILOT) payment required has been made from the Whitewater Innovation Center and

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Whitewater University Technology Park as determined by the Board 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 Whitewater Innovation Center/Whitewater University Technology Park project.

4.06 Exceptions. All exceptions to the above financial responsibilities shall be subject to mutual agreement between the parties.

ARTICLE VI~~IV~~

CITY FUNDING

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~~5~~4.01. **Annual Contribution.** Each year during the term of this Memorandum of Understanding, the City shall pay a $27~~0~~,000.~~00~~ contribution to the cost of maintaining and operating the Whitewater Innovation Center. This annual contribution shall be subject to an annual increase equal to the greater of three percent (3%) or the U.S. Bureau of Labor Statistics Consumer Price Index (CPI)-All Urban Consumers-Midwest Region. The City shall be credited on this contribution ~~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 Whitewater Innovation Center and Whitewater University Technology Park.

ARTICLE VI~~V~~

TERMINATION

6~~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 Whitewater Innovation Center and Whitewater University 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 Whitewater Innovation Center and Whitewater University 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 VII~~VI~~

EQUAL OPPORTUNITIES

7~~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 Whitewater Innovation Center or the Whitewater University 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 VIII~~VII~~

ECONOMIC DEVELOPMENT AUTHORITY OF THE UNITED STATES GRANT REQUIREMENTS

8~~7~~.01. Grant Requirements. All parties agree that the operation and use of the Whitewater Innovation Center and Whitewater University 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 IX~~VIII~~

MISCELLANEOUS

9 ~~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 X~~IX~~

SUCCESSORS AND ASSIGNS

10~~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 XI~~X~~

AMENDMENT

11.~~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 XII~~XI~~

COUNTERPARTS

12~~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 XIII~~XII~~

SEVERABILITY

13~~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 IXV~~XIII~~

THIRD PARTY BENEFICIARIES

14~~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 XV~~XIV~~

EXCULPATORY PROVISION

15~~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 XVI~~XV~~

RULES OF CONSTRUCTION/CONDUCT

16~~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**

RESOLUTION DELEGATING MANAGEMENT AND CONTROL OF THE WHITEWATER EFFIGY MOUNDS PRESERVE TO THE WHITEWATER PARK AND RECREATION BOARD

(01-31-12 @ 11:55 a.m. Draft)

WHEREAS, the City of Whitewater is the owner of the Whitewater Effigy Mounds Preserve, hereinafter at times referred to as the "Mounds Preserve", and

WHEREAS, for the purpose of promoting the efficient management of the Mounds Preserve, the City Council seeks to provide direction to City committees, boards, commissions, staff and the general public concerning the management and control responsibilities for the Mounds Preserve.

Now, therefore, **IT IS HEREBY RESOLVED:**

1. The Whitewater Parks and Recreation Board shall have the exclusive jurisdiction (subject to City Council authority) and power to govern, manage, control, improve, and care for the Whitewater Effigy Mounds Preserve and may adopt rules and regulations to secure the quiet, orderly and suitable use and operation of the Mounds Preserve by the public.

2. The Whitewater Parks and Recreation Board's management and control of the Mounds Preserve shall be in compliance with the City of Whitewater Landmarks Ordinance and State laws applicable to the Mounds Preserve. This resolution does not revoke any authority from the Whitewater Landmarks Commission that is explicitly delegated to that body in Chapter 17 - The City of Whitewater Landmarks Commission Ordinance.

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

_____

AYES:

NOES:

ABSENT:

ADOPTED:

Michele R. Smith, City Clerk

_____

Kevin M. Brunner, City Manager

RESOLUTION ADOPTING THE WHITEWATER EFFIGY MOUNDS PRESERVE PRESERVATION AND MAINTENANCE PLAN
WALWORTH COUNTY, WISCONSIN

WHEREAS, the City of Whitewater arranged to have Jennings & Associates complete a preservation and maintenance plan for the Whitewater Effigy Mounds Preserve for City planning purposes, and

WHEREAS, Jennings & Associates completed the plan, and

WHEREAS, said plan has been presented to the City of Whitewater Park and Recreation Board, and was adopted by it on August 1, 2011

WHEREAS, the Whitewater Effigy Mounds Restoration Plan completed by Jennings & Associates is a sound and valuable guide and reference to the City of Whitewater for the purposes of land management,

Now, therefore, **BE IT RESOLVED** that the Common Council of the City of Whitewater, Walworth and Jefferson Counties, acknowledges the receipt of the Whitewater Effigy Mounds Restoration Plan prepared by Jennings & Associates and attached hereto, and adopts the plan as a resource and guide for management of the Whitewater Effigy Mounds Preserve. This resolution does not approve any funding for said Plan; rather, any funding requests shall be presented to the Council and acted upon separately by the Council.

Resolution introduced by Councilmember_____, who moved its adoption. Seconded by Councilmember_____.

AYES:

NOES:

_____
Kevin Brunner, City Manager

ABSENT:

_____
Michele R. Smith, City Clerk

ADOPTED:

Master Plan Report for the:

Whitewater Effigy Mounds Preserve

Preservation and Maintenance Plan

Plan approved by Parks and Recreation Board on August 1, 2011

Prepared for the:

Whitewater Parks and Recreation Department

From the:
Parks and Recreation Board
Effigy Mounds Task Force
Friends of Whitewater Effigy Mounds
The Whitewater Landmarks Commission

jennings & associates
LANDSCAPE ARCHITECTURE

MASTER PLAN REPORT

Executive Summary

Preparing the plan for Whitewater's Effigy Mounds preserve has been a process of re-discovery. Participants discovered or re-discovered that this mound group has world-wide importance as a native-American cultural resource, and that the Oak Savanna remnant found in the preserve is the rarest plant community in the State of Wisconsin. While the City has taken action in the past to preserve this special place, it will be important to improve efforts to protect the effigy mounds from development pressure and take relatively inexpensive actions to preserve and understand this rare plant community and burial site.

During the end of 2010 and the early part of 2011 the Whitewater Parks and Recreation Department began the process to develop a new maintenance and preservation plan for the Whitewater Effigy Mounds Preserve. We interviewed stewards of other similar mounds groups in the State and held extensive public input to determine how best to preserve and honor this special place. Our plan recommends that a new burning regime be started to manage the health of the savanna. A number of improvement and research recommendations have been made by the Task Force. Here are some of the major ones:

- Begin a burning regime (potential spring 2011 burn planned) to encourage native vegetation establishment and help control weeds.
- Remove turf cover on each mound and restore with a short-stature, native seed mix.
- Plant native tree saplings in the larger open areas to encourage reestablishment of oak savanna, including the DOT "strip".
- Begin invasive species control regimen at appropriate times of the year and sow (by hand) native seed collected on-site at appropriate times of the year.
- Establish a scenic easement or park buffer as part of any future development on lands south and west of the preserve.
- Consider using "conservation subdivision" design principles on future residential developments south and east of the preserve.
- Remove private fences on public land. Work with neighbors to remove fences that have been built on the mounds preserve.
- Establish a permanent archeological advisory group that would approve and or solicit archeological research of the preserve.
- Partner with the Hoard Museum as a means to connect the history of these mounds and that of other sites in our State.
- Protect, preserve, and research the mounds group. Future decisions should be directed toward preserving the authenticity of the site.
- Conduct archeological research of the site.

The Whitewater Effigy Mounds Preserve is well loved by many Whitewater residents. It will play a meaningful role in the cultural and tourism future of Whitewater.

Background

The Whitewater Effigy Mounds Preserve represents a surprisingly intact example of a Late Woodland Effigy Mound Group. It contains 14 mound features built by native-American tribes 700 to 1,100 years ago and is listed on the National Register of Historic Places. As a burial site it falls under the Wisconsin Burial Sites Preservation Law described below. Five of the mounds are in the shape of native-American clan animals or icons based on animal shapes important to their daily life and religious practice. Two are shaped like birds, one of which is an even rarer bent-wing bird shape. Also present are panther-like water spirits, mink, and turtle. The site may also include an inverted mound or intaglio. Our report recommends that a detailed archeological study of the entire preserve be conducted and that the existence of this intaglio confirmed. If this feature is proved to be an intaglio – it would be only the second surviving intaglio located in the state.

Preservation Statutes

The Whitewater Effigy Mounds Preserve is a Wisconsin burial site. The following is from the Wisconsin State Historical Society:

Burial Sites Preservation Program
The burial sites preservation program was created with the passage of 1985 Wisconsin Act 316 (PDF, 940KB) and Wisconsin's Burial Sites Preservation law, Wis. Stats. 157.70 (PDF, 40KB), in 1987. The program is based at the Wisconsin Historical Society's Headquarters building at 816 State Street, Madison, Wisconsin 53706 and is part of the Division of Historic Preservation-Public History. Program staff works closely with members of the Burial Sites Preservation Board.

A burial site, under the law, refers to any place where human remains are buried and includes marked and unmarked cemeteries, Native American mounds, small family cemeteries, and other less obvious locations that are reported to the Wisconsin Historical Society. No burials, regardless of age, ancestry, cultural affiliation or condition may be intentionally disturbed without first obtaining a permit from the director of the Wisconsin Historical Society, even if that burial is on your own land.

Accidental discoveries of suspected human bone must be reported to the burial sites preservation program and work must stop until a determination of whether or not the bone is actually of human origin is made. If you suspect that the human remains you have found are of recent origin and may be of law enforcement interest, please do not move or handle the remains and contact your local police or sheriff's department as soon as possible.

If you have a burial site on your property you may be eligible for a property tax exemption. In order to benefit, the site must be catalogued including a minimum five-foot protective buffer around it. You may then submit the documentation we provide to your local or county assessor to receive a pro rata reduction (see Wis. Stat. 70.11).

If you have questions about the program or would like to report the location of a burial site, please contact us at (608) 264-6494 and provide county and township information as well as section number, if possible. If you know of, or would like to report a burial site disturbance and you are calling from Wisconsin, please use our toll-free number, (800) 342-7834. For technical information or questions, please call (608) 264-6507.

Site Inventory

Plant Communities

Figure 1

The most important finding during the plant community inventory was the of course the intact vigorous remnant of an Oak Savanna plant community. Today, the oak savanna is beyond question the rarest plant community in Wisconsin (Curtis, 1971). Our report includes a detailed maintenance plan that describes the native species found on site and how best to preserve the health and vitality of each group of plants. The following is a brief summary of the plant communities found on site.

<u>Oak Savannah Remnant</u>

- Approx 5 years ago various restoration activities began
- Savannah remnant dominated by bur oak, with some white oak, black cherry, shagbark hickory and black walnut
- Many remnant native species present in the herbaceous layer: bottlebrush grass, Indian grass, bee balm, little bluestem, cup plant, figwort
- Invasive species present: Garlic mustard, burdock, thistles (bull and Canada), Mulberry

<u>Silver Maple and Silver Maple/Bur oak stand</u>

- This is a wetter soil type (Mundelein silt loam), and silver maple is dominant along with bur oak
- Other tree species include black cherry, green ash

- Herbaceous layer primarily dominated by weeds and blackberry (Rubus spp)
- Invasive species present: Garlic mustard, burdock, reed canary grass, bull thistle

Black cherry stand at east end of park near entrance

- This is a drier soil type than the Silver Maple/Bur Oak stand and thus supports a dominance of Black Cherry. It is the same soil type as the oak savanna remnant, so restoration to a bur oak overstory may be possible.
- Invasive species present: Garlic Mustard, Burdock, Bull Thistle

Wetlands

- This entire wetland consists of reed canary grass. The reed canary grass be difficult to control (costly, labor intensive), and in the future the wetland will continue to receive nutrient laden water carrying rcg seed from the existing wetland complex to the northeast, which receives runoff from Main Street.

DOT Prairie

- This area was formerly agricultural, but has been allowed to become fallow and is filling in with prairie species and Silver maple saplings.
- Need to determine a goal plant community for this area: Prairie? Oak savannah?
- Need to determine capacity to manage the area and set management goals accordingly

Topography

The site is located along a ridge line that slopes to the north and east. The soils higher on the ridge are glacial silt loams and become heavier and less well drained as they get closer to the marsh. A creek used to exist near the site but has become an intermittent stream due to agricultural activities.

Figure 2

Public Input

During the planning process the Effigy Mounds Task Force and the Effigy Mounds Friends toured other effigy mounds sites in Wisconsin. They also received input from the public, advice from a Jay Toth a Native American manager of the Kingsly Bend effigy mound site, a presentation from Bob Birmingham, the former State of Wisconsin Chief Archeologist, and input from the Director of the Hoard Museum.

Whitewater Effigy Mound Preserve

Stakeholder and Public Meeting Summary

December 8, 2010

The initial public and stakeholder meeting for the Whitewater Effigy Mound Preserve was held at 7:00 PM in the Whitewater City Hall on December 8 2010. About 20 citizens attended the meeting, including; neighbors, members of the public, Effigy Mounds Friends, and Effigy Mounds Task Force members. The names of the participants are included at the end of this summary. Also in attendance were, Whitewater Parks and Recreation Director Matt Amundson, Tom Jennings, lead consultant and landscape architect; Heather Patti, a restoration ecologist; and Bob Birmingham, a former state archeologist with the Wisconsin Historical Society.

Please note that some of the input below is borrowed from a recent newspaper article about the meeting.

Matt Amundson began the meeting by introducing the consultants and giving some background about the project:

“A formal plan is being prepared for the restoration and preservation of this unique archeologically significant site on Whitewater's west side. The City has contracted with Jennings and Associates, a planning firm that has significant background in land restoration and planning, as well as archeological preservation.”

"This has been a site with a lot of public interest and a lot of concern over how the site is currently being maintained," Amundson said at the start of the meeting. "This is an opportunity to restore and preserve the site for what can be an educational site."

He noted that interested citizens have been serving on an ad hoc committee of the Park and Recreation Board.

"They have brought us to the point to where the city has hired Jennings and Associates," Amundson continued. "They have been on site, toured other sites and have completed other restoration sites. They will be discussing what our options and opportunities are. But the purpose of this meeting is to know what our residents want at the site."

Then Bob Birmingham, our archeologist, described the archeological importance of the site and its characteristics:

"The effigy mounds are a world wonder, these exist nowhere else in the world; they're like Stonehenge, and they have not escaped foreign interests. But we often take them for granted. There is an old axiom that says if it is nearby, it can't be that interesting," Birmingham jested.

"Otherwise, it would not be nearby – you would have to spend $5,000 and go to Egypt to see something interesting. But we have these unique sites right here."

Birmingham explained that in his research, he has discovered that the mounds are related to the cultural and belief systems of the native peoples who built them.

"Over hundreds of years, native people sculpted the landscape in many areas as a three-dimensional representation of their religion," he said. "Sometimes these were a vast area; a vast environment has certain powers, and they're sculptures would bring out the spirits of that power. They constantly recreated the world, and ties the world to their ancestors in the form spirit beings."

He added that the mounds -often in the shapes of animals - represented the "clan animals" as well, as certain clans had more power than other clans and thus were represented by different animals.

The effigies in the Whitewater area include birds (called "thunderbirds") long-tailed panther-like water spirits and likely snakes. There also are round and conical mounds that Birmingham said possibly might be related to celestial bodies such as the sun and moon; also, conical mounds might also be burial locations.

Most of the mounds in Wisconsin were built between 700 and 1,100 A.D., Birmingham explained, noting that mounds always were close to lakes or rivers because water represented life. But some, like the one in Whitewater, was built as a "remote" ceremonial site.

"All remote sites have one thing in common, and that is they are close to springs," he said. "Springs were considered entrances into the spiritual world. It is life itself coming up. About 1,000 years ago, this was considered to be a very special spot, even before the mounds were built, because of the springs to the north of the site."

He added that no formal archeological excavation of the area has taken place.

Heather Patti of RA Smith then spoke about the native vegetation and invasive species in the preserve. She said the area is an Oak Savannah or an "Oak Opening."

"Oak Savannah's are very rare," she said. "They are restricted to just Wisconsin and Minnesota. This area is a mature, intact Oak Savannah. The hair on my neck stood up when I saw it. We have a real treasure here, and the presence of the mounds make it even more special."

Patti said there are several invasive species in the preserve, such as Garlic Mustard, Thistle and Reed Canary Grass. She added that these "could be worked on over time" to restore the area to a more native ecology. Heather also recommended creation of a controlled burn schedule.

Tom Jennings then led the public input part of the discussion, which comprised the majority of the meeting.

We have accumulated meeting notes from three sources: the flip chart that was written up as people spoke; Tom's notes he took during the meeting; and a description of the meeting that was in the Daily Union.

PUBLIC COMMENTS

- Look into water source east of Mounds parkway.
- Plant several different tree species. There was a concern if we only manage toward the Bur Oaks, the site could be decimated if a disease struck. Encourage more tree diversity.
- Weed problems/appearance are an issue. Drop-off in attendance as a result.
- Mound restoration, to enhance education.
- The site has a spiritual energy impact on visitors. Many visitors feel the energy of the place and in the mounds themselves.
- It is a natural place to teach and meet the needs of visitors with different goal sets and diverse groups. It is attractive to many age groups. It has spiritual, cultural, historical and nature based importance.
- Visitor Rob Nurie, a landscape historian noted the following: The place has natural and cultural importance. In the past it reflected the culture of the people who lived here. What experience do you, the community, want it to have? What do you want to save for future generations? What is important to you, the community?
- Plant local genotypes.
- Trails and orientation needs clarification they are currently confusing.
- Put more information on signs.
- Parking; add a pullover?
- Do an Archeological study.
- This is a unique site. We need to communicate with Wisconsin Historical Society and look into regulations.
- Better delineate mounds.
- Promote the preserve with seasonal activities and highlights, such as seasonal hikes, etc.
- Encourage and promote the Friends Group and volunteer activities.
- Continue to maintain prairie understory.
- Involve UW-Whitewater archeologist, or biology departments, Native American group?
- This is a Ho Chunk ceded area. Bob Birmingham explained that 'ceded area" means that the Ho Chunk were the tribe that ceded this land to European settlers.
- Incorporate landscape as a whole; regard nearby residences.
- Kori Oberle, Director of the Hoard Museum said that the City of Whitewater or the Friends Group could post information about the Effigy Mounds Preserve at Hoard Museum. She noted that the Hoard Museum has a significant display and section devoted to effigy mounds in this area of Wisconsin. She also suggested greater connection and linkages between the Hoard museum and the Preserve. It could be a mutually beneficial relationship that promotes tourism and events at both places.
- Look at the Jefferson County Parks Ho-Chunk site as an example and look at their parking and trail maintenance.
- Needs to fit in within its context and have better educational value, for example, for school groups.
- Potential for parking and access to the West, could potentially tie in with future development.
- Keep future generations and long term in mind.
- Insure continuity, no stops and starts. Make plans that are the "right size" and sustainable.
- Make investments into the preserve.

- Come to budget hearings and support improvements.
- Look into funding opportunities, federal?
- City's park budget is issue.
- Apply for grants, be aware of National Historic Places Fund status.
- Trails not clearly defined.
- Would like a kiosk at the entrance idea to introduce site then minimal signage along trails.
- Integrate open area better into rest of the site.
- Think about fences; a gradual draw or pull into the site.
- Use native plantings.
- Consider making the preserve more accessible for the disabled.
- Go to dailyunion.com for an article on tonight's meeting.
- Mound maintenance ideas;
  - No mow mix or short prairie grasses
  - Keeping it turf, visibility
  - Mow around base and have short grasses on top
  - Walking on or biking over mounds an issue
  - Not use large city mowers

- The site is has a number of positive aspects and we should have a number of goals aimed at improving it.
- Preserve is sacred.
- Inter-generational and teaching opportunities.
- Cultural artifacts.
- Educational opportunities.
- Trails and maintenance.
- Native people and current visitors attracted to the site because of the natural aspects and specialness of the place.
- Use plants that are native to this specific part of the State.
- Tie into bike path and hiking trails.
- Very important unique cultural site in a special environment.
- Want archeological study.
- Communicate with Landmarks Commission and National Historic Groups. Create volunteer position that acts as liaison to other State and National Groups.
- Use native grasses and plants.
- Prairie and savannah are sustainable.
- Delineate mounds.
- Keep people off mounds.
- Have seasonal approach to scheduling activities and seasons.
- Sacred place.
- Need to be good neighbor.
- Native American Association
- Trail not clearly delineated.
- This is a sacred space.
- Attempt to create a similar more authentic experience.
- Preserve views of neighboring country side.
- Have small visitor center for site that also has links to Hoard Museum.
- Introduce the mystery of these mounds and an overview of history and culture.
- Make the site more attractive to school groups. Or reach out to school groups.
- Make improvements small scale.
- We have a responsibility to the past.
- Encourage interest and participation in the site for future generations.
- Natural gardens at entry from the east.

- Protect views from the site.
- Would Ho-Chunk want to manage this place?

Some of the prevalent themes heard during the meeting: spiritual, good neighbor, more archeology, naturally connected, educational, sustainable, special/unique, stewardship, advocacy, connections.

NEWSPAPER

In summary, other concerns voiced by the audience included:

• Maintaining a proper appearance for both the mounds and surrounding area.

• Keeping surrounding housing projects to a minimum to preserve the "natural view" that the native people had when the mounds were first built.

• Possibly rebuilding parts of mounds that have been damaged.

• Maintaining tree diversification to make sure that single species of trees are not devastated by diseases.

• Integrating paths and bike paths.

• Fix the signs that are out there now to create an easier way to navigate the preserve.

• Adding more informational signs or, possibly, building an interpretive kiosk with more detailed information before walking through the area.

• Possibly extending the existing street to allow for more parking, or possibly adding another entrance to the area from the west side.

• Holding seasonal hikes. For instance, the mounds are best seen in the spring and autumn.

• Possibly increase the tourism aspects of the preserve.

• Preserving the "sacred geometry" and "positive spiritual energy" of the area.

There appeared to be wide agreement among attendees that the preserve should have a major education factor, including historical, cultural, geographical and environmental aspects.

Mat Amundson noted that the next step in the process would be a Draft Program or outline of what should be included in the final plan. We would also present a preliminary conceptual plan.

Sign-up Sheet Info.

Name	Address	Phone
Dan Sable	131 N. Fremont Street	262-473-6219
Andrew Crone	1590 Wildwood Road	262-458-2006
Carol Christ	445 W. Center	262-745-9676
Roberta Taylor	1226 W Florence # 24	262-473-3622
Rod Berg	1716 Turtle Mound Lane	262-473-2681

Sue Scherer	1672 Mound View Place	262-473-6797
Jon Kachel	1690 Mound View Place	262-473-4141
Mariann Scott	421 E Cravath Street	262-473-4219
Linda Loomer	726 E Cravath	262-473-2330
Richard Helmick	227 W Boone Court	262-473-7884
Rod Nurre	N1624 County Road N Columbus WI	920-623-2479
Kari Oberle	Hoard Museum Fort Atkinson WI	920-563-7769
Thomas Kutz	Fort Atkinson	920-728-2063
Ron Ebel	N3485 Bente Road Jefferson WI	262-593-8784
Tom Harmon	N3305 County Road F Helenville WI	262-593-8436
Denay Trykowski	248 Woodland Drive Whitewater WI 53190	262-473-2300

Maintenance Plan

Introduction

Whitewater Effigy Mounds Preserve (formerly Indian Mounds Park) contains one of the largest collections of effigy mounds in the country. The mounds were built sometime in between 800 – 1200 A.D., and consist of both geometric and animal shapes. This preserve is listed on the National Registry of Historical Places (1991), and was identified as a local landmark in 1994. Because the mounds are a burial site, the site is protected under Wisconsin's State Burial Law.

The primary objective of this land management plan is to provide recommendations that preserve the cultural and natural diversity at Effigy Mounds Preserve while providing public access for recreational and educational activities. Like many other natural areas and parks in Wisconsin, Effigy Mounds Preserve exhibits signs of past human disturbances such as invasive plant species and habitat fragmentation by roads, agricultural use and residential development. However, due to past stewardship and restoration activities conducted by the Parks and Recreation Department and the Friends of the Mounds group, Effigy Mounds Preserve remains as a high quality natural area. The natural plant communities at Effigy Mounds are identified on the Plant Communities Map, and specifically include an Oak Savanna remnant (which contains the effigy mound sites), a Silver maple/Bur oak stand, and a fresh (wet) meadow wetland. These communities, along with management and restoration recommendations, are discussed below.

I. Existing Habitat Types

Oak Savanna

In Wisconsin, savanna once constituted one of the most widespread communities in presettlement times. The term "savanna" was credited to the native Carib Indians, defined by an area with widely spaced tall trees, but at a density so low that it allows grasses and other herbaceous vegetation to become dominant (Curtis, 1971).

Today, the oak savanna is beyond question the rarest plant community in Wisconsin (Curtis, 1971). This has been mainly due to the absence of fire, conversion to agriculture (e.g., wheat) and urban/residential development. Therefore, the oak savanna remnant at Effigy Mounds preserve is especially important to protect and maintain as one of the last remaining stands of oak savanna.

According to the Parks and Recreation Department, various stewardship activities have been occurring within the oak savanna over the recent years, including periodic mowing, weed pulling and trail maintenance. There exists a healthy stand of bur oak, with some white oak, black cherry, shagbark hickory and black walnut in the oak savanna. Many remnant native species are also present in the herbaceous layer, including bottlebrush grass, Indian grass, bee balm, little bluestem, cup plant, and figwort. However, a number of invasive, weedy species are currently dominating the herbaceous understory, including garlic mustard, burdock, thistles (bull and Canada), and mulberry shrubs.

For purposes of this maintenance plan, the oak savanna area includes the oak savanna remnant itself (including the effigy mounds), a stand of black cherry near the preserve entrance, and the majority of the fallow field currently referred to as the DOT "strip".

Silver maple/Bur oak stand

The silver maple/bur oak stand is located to the north of the oak savanna remnant (Figure 1), and consists of a slightly moister soil type. This community type wraps around the northern portion of the preserve, extending eastward towards the entrance. Other native tree species are present within this area, including black cherry and green ash. The herbaceous layer is primarily dominated by weeds and blackberry vines (Rubus spp.). The abundant weeds include garlic mustard, burdock, and bull thistle.

Fresh (wet) meadow wetland

Fresh (wet) meadows are wetlands that are dominated by grasses, such as redtop grass and reed canary grass, and by forbs such as giant goldenrod, growing on saturated soils (Eggers and Reed, 1997). The fresh (wet) meadow wetland (Figure 1) area at Effigy Mounds Preserve currently consists of a monoculture of reed canary grass. Reed canary grass can be almost impossible to control (costly, labor intensive, and a long term effort), and in the future the wetland will continue to receive nutrient laden water carrying reed canary grass seed from the existing wetland complex to the northeast, which receives runoff from Main Street. As such, we do not recommend reed canary grass removal and native vegetation establishment activities at this time unless ample funding becomes available.

II. Restoration & Management Recommendations (including Effigy Mounds)

Based on the fall 2010 site visit and stakeholder meeting in December 2010, the following stewardship recommendations are provided and discussed below:

1) Begin a burning regime (potential spring 2011 burn planned) to encourage native vegetation establishment and help control weeds
2) Remove turf cover on each mound and restore with a short-stature, native seed mix
3) Plant native tree saplings in the larger open areas to encourage reestablishment of oak savanna, including the DOT "strip"
4) Begin invasive species control regimen at appropriate times of the year
5) Sow (by hand) native seed collected on-site at appropriate times of the year
6) Add additional oak savanna westward into the DOT prairie (Figure 1)

Begin a burning regime to encourage native vegetation establishment

Prior to European settlement, wildfires and human-caused fires traversed prairies, wetlands and oak savannas. Native Americans often burned grasslands to flush out game when hunting. Lightning strikes were known to ignite dry prairies that could build up and traverse across miles of prairie. Although the precise frequency of these fires was not well documented, it is thought that fires burned through an area every 2-5 years.

The goal of prescribed burning is to mimic the natural disturbance of fire as much as possible. A burn frequency of 2-5 years, 2 years for "younger" prairies/oak savannas and 5 years for more established areas is recommended. The mound sites should be burned as well.

Burn seasons in Wisconsin generally occur each spring (April – May) and fall (late October - December). The season of burn can affect growth and development of many amphibian, insect and plant species. For example, a spring burn can stimulate late flowering forbs, while a fall burn may open ground for early spring sunlight and encourage growth of cool season grasses such as Junegrass. Some species take 2 to 3 years to flower and set seed after a burn, some species will flower within months following a burn. It is important then to stagger frequencies and seasons for the benefit of the entire plant and animal community.

An example burning regime for Effigy Mounds Preserve is provided in Table 1 below. Due to the small nature of the park, the entire preserve could be burned during one event or could be divided into smaller units and burned separately. At this time, it is likely most cost efficient and effective to burn the entire preserve at once.

It is understood that a land management company who specializes in prescribed burning would carry out the burn(s) and provide the necessary equipment and permits.

Table 1. Example burning schedule for Effigy Mounds Preserve.

2011	2012	2013	2014	2015	2016	2017	2018
Spring** burn	--	Fall* burn	--	Fall burn	--	-	Spring burn

* Fall: Early November through mid-December.
** Spring: Early April through early May.

Remove turf cover on each mound and restore with a short-stature, native seed mix

The Parks and Recreation Board agreed to consider this option at a later date. The turf cover will remain on the mounds with hand mowing of the mounds to be completed by volunteers.

The effigy mounds are currently vegetated with Kentucky bluegrass and maintained by periodic mowing. While this vegetative cover allows for good visibility of the mounds, it is maintenance intensive and invites pedestrian traffic, causing compaction. In addition, compaction has occurred from mowing and brushcutting activities. To convey a more cultural and natural appearance of the mounds, we are recommending that the mounds be re-vegetated with a short stature, native seed mix. The species that are recommended below are native to this area of Wisconsin. After the seed mix becomes established, the shorter height of this mix compared to the taller vegetation in the surrounding oak savanna will help to delineate each mound. We are also recommending that the base of each mound be mowed to help delineate the shapes for visitors.

To remove the existing turf over the mounds, treat with a glyphosate-based herbicide (e.g., Roundup™) per label requirements. The turfgrass will die off after 1 – 2 herbicide treatments (two treatments is ideal). When the turfgrass has died off, burn the surface of each mound to get rid of the dead thatch. After the mounds have been removed of turf and bare soil is exposed, hand-sow the native seed mix per the instructions in Table 2.

Table 2. Native seed mix and specifications for Effigy Mounds at Effigy Mounds Preserve.

	Common name/Scientific name
1	Thimbleweed (*Anemone cylindrica)*
2	Columbine (*Aquilegia canadensis)*
3	Side-oats grama (*Bouteloua curtipendula*)
4	Prairie brome (*Bromus kalmii)*
5	Bottlebrush grass (*Elymus hystrix*)
6	June grass (*Koeleria macrantha)*
7	Jacob's ladder (*Polemonium reptans*)
8	Brown-eyed Susan (*Rudbeckia triloba*)
9	Little bluestem (*Schyzachyrium scoparium*)
Cover crop	Canada wild rye (*Elymus canadensis*) (20 lbs/acre)

Notes:

- The seedbed should be prepared for optimal native seed germination.
- Canada wild rye should be used as a temporary ground cover/nurse crop.
- Seeding should be completed between 4/10 and 5/31; or between 10/15 and 12/01 – Grasses germinate well when planted in the early spring.
- Apply native grass seed at a rate of 10 Lbs. per acre.
- Apply cover crop at 20 Lbs. per acre.
- Choose at least 3 of the 5 grasses.
- No single grass species should comprise more than 30 percent (by weight) of the species in the mix.
- Seeds should be viable and will be mixed using an appropriate filler material.
- Seed should be hand sown and raked, to ensure good seed to soil contact.
- A light mulch of clean, weed-free straw or similar should be spread on the sown areas to ensure good seed-soil contact and prevent erosion if a large rain event occurs.
- Contact a local native seed nursery for a cost estimate of the seed mix, such as Prairie Ridge Nursery, Taylor Creek Nursery, or Agrecol, Inc.

Once the seed mix and cover crop has been planted and mulched, monitor the establishment of the plantings every couple of weeks for the first few months. Watering should not be necessary. For the first 2 growing seasons following seeding, maintenance should primarily consist of mowing. Mow to approximately 5" in height, once in the late spring (June) and once in the late summer (September). Weeds should not be allowed to set seed. Around the third year following seeding, mowing can stop and the mounds can be incorporated into the overall burning regime. Over time, weed control should be less necessary.

Plant native tree saplings in the larger open areas to encourage reestablishment of an oak savana

Parts of the oak savanna contain large open areas that do not contain native tree saplings or mature trees. Planting tree saplings in these areas in spring or fall is recommended in accordance with forestry guidelines for an oak savanna and in order to maintain the oak savanna and encourage reestablishment after existing mature trees have died off. Refer to Table 3 for a list of suggested species.

There will be no planting of trees in the parcel acquired by the City in 2006 by the Wisconsin Department of Transportation (DOT) or in any area where mounds may have previously existed that have been lost to agricultural use.

Table 3. Suggested tree species for planting within the Oak Savanna.

Common name	Scientific name
Bur oak	*Quercus macrocarpa*
Shagbark hickory	*Carya ovata*
White oak	*Quercus alba*
Black cherry	*Prunus serotina*

Tree Planting Notes:

- Trees should be planted within 48 hours of delivery from the nursery.
- Tree plantings should occur in the spring (April 1 – May 31) or fall (October 1 – November) timeframe.
- Tree planting locations should be selected with care to avoid overcrowding and/or unnecessary competition
- Any potential tree substitutions must be approved by the City Forester.
- Plant all trees slightly higher than the soil surface at root flare. Remove excess soil from top of root ball, if needed.
- Backfill tree planting holes with 80% existing soil removed from excavation and 20% plant starter mix, blended prior to backfilling holes. Avoid any air pockets and do not tamp soil down. Discard any gravel, heavy clay or stones. When hole is two-thirds full, trees shall be watered thoroughly, and water left to soak in before proceeding.
- Provide a 3" deep, 2-3 ft. diameter shredded hardwood bark mulch ring around all trees. Do not build up any mulch onto trunk of any tree. Over time, allow the surrounding oak savanna vegetation to fill in around the base of each planted tree.

Begin invasive species control regimen at appropriate times of the year

Several non-native, invasive plants that can invade oak savannas and inhibit the establishment of native species are found in Effigy Mounds Preserve. Table 4 summarizes the non-native, invasive plants at Effigy Mounds Preserve along with some effective control method(s). Invasive plants found in the oak savanna include garlic mustard (*Alliaria petiolata*), bull thistle (*Cirsium vulgare*), Canada thistle (*Cirsium arvense*), and common burdock (*Arctium minus)*. The most effective control method for these species is to remove the flowering heads, preventing them from setting seed. Garlic mustard and common burdock are biennial, where the first year plants exist as a basal rosette and the second year plants flower and set seed. The thistles are biennial and perennial in nature, producing flowering heads each year.

Remove flowering heads by pulling the entire plant if the ground is moist, or, cutting the heads with pruners, bag and discard off-site. For the perennial weeds, it is more desirable to pull the plant so that one does not need to revisit the same plants each year. Herbicide application of glyphosate-based herbicide (e.g., Roundup) to the basal rosettes in the spring and fall is also effective.

There are several other non-native species in and on the trails around the savanna, such as creeping Charlie (*Glechoma hederacea*), chicory (*Chicorum intebus*) and clovers (*Trifolium*

spp.). These species are usually found along roadsides, trails, and wood edges, and do not tend to invade natural areas and restorations as readily as the previously mentioned plants. Rather than allocate resources towards controlling pathway weeds, focus efforts on control of more problematic species in the savanna interior and prescribed burning.

Table 4. Invasive species at Effigy Mounds Preserve and recommended control methods.

Common Name	Cut at base and treat stump	Foliar herbicide application	Prescribed Fire	Cut or pull (get root)	Biological Control
garlic mustard		**X – early spring and fall**	**Preventative**	**X – pull when flowering**	**Being researched**
common burdock		**X – early spring and fall**	**Preventative**	**X – taproot can be difficult to pull**	
thistles			**Preventative**	**X – Cut in June, August and September**	
multiflora rose	**X**		**Preventative**		
Queen Anne's lace			**Preventative**	**X – pull during flowering**	
reed canary grass		**X – in late summer (Sept)**	**Preventative**		
cut-leaved teasel			**Preventative**	**X – cut flowering stems**	
Bush honeysuckle	**X**		**Preventative**		
common buckthorn	**X**		**Preventative**		

<u>Sow (by hand) native seed collected on-site at appropriate times of the year (oak savanna areas)</u>

Hand-sowing native seed within the oak savanna areas (including the DOT strip) will help supplement the seed bank and "speed up" native species establishment while discouraging weeds. Care must be taken in selecting the most appropriate species for seeding. A private specialist or native plant nursery that specializes in restoring oak savannas should be contacted to assist with the timing and methods of seed collection and storage.

Sowing native seed needs to be timed accordingly. In general, fall or late spring (past snow-melt) plantings do the best. Sowing seed in the fall gives it the advantage of a natural dormant season, which generally increases germination success in the spring. Sometimes a combination of the two seasons is most desirable to ensure successful plant establishment.

Based on the fall 2010 site visit, the seed of the following species could be collected on-site and sown by hand (Table 5):

Table 5. Oak savanna species suitable for seed collection and hand sowing

Common Name	Scientific Name
Bee balm	*Monarda fistulosa*
Bottlebrush grass	*Elymus hystrix*
Cup-plant	*Silphium perfoliatum*
Figwort	*Scrophularia lanceolata*
Indian grass	*Sorghastrum nutans*
Little bluestem	*Schizachyrium scoparium*

Master Plan

Based on input from the public and additional research we then prepared two preliminary options for the preserve. These options were presented to the public for review and revisions. Those revisions were made and a draft master plan was prepared. It plan includes a number of recommendations in addition to those described in the maintenance plan. They are:

MOUND VIEWING trail to be located in field after the first burn. The trail will be a mowed grass surface laid out in a continuous loop taking visitors past all mounds. It will be 4' wide and at least 5' from the mounds.

REMOVE PRIVATE FENCES ON PUBLIC LAND. Work with neighbors to remove fences that are have been built on the mounds preserve.

ENTRY KIOSK Explore new information signage for the site working with the Friends of the Mounds, Landmarks Commission, and Parks and Recreation Board. New information on the site should include advanced technological options and connections to Hoard Museum.

MANAGE TOWARD OAK SAVANNA. Plant Oaks as openings develop. Burning will promote the establishment of savanna ground cover.

PROPOSED VISITOR CENTER maps, brochures, links to self guided mobile applications and connections to Hoard Museum.

NATIVE PLANT GARDEN
Demonstrate shrubs trees and forbes native to soils and climate.

CONSERVATION NEIGHBORHOOD
Modern residential development could create adverse pressure on the Effigy Mounds and rare Oak Savanna remnant on the site. It is recommended that adjacent development be designed using conservation neighborhood planning techniques that would protect views from the site and reduce harm to the mounds.

PROTECTION ZONE
The effigy mounds are of world-wide importance and a key part of Whitewater's cultural, historic, It is strongly recommended that a 250 foot scenic easement or park buffer be created adjacent to the preserve.

BOUNDARY MARKERS
Install boundary markers (made with natural materials) along property lines but only in locations that will not disturb mounds.

ADDITIONAL MAPPING and TREE INVENTORY
The existing mapping of tree locations and mound shapes needs to be updated to better inventory the existing resources. A detailed survey using an archeologist and a surveyor should be conducted. We should also conduct a tree inventory of existing Oaks and their condition.

Archeological Advisory Group and Research

An in-depth archeological study of the mounds has never been conducted. In order to better understand the cultural and historical importance of the site, the Task Force recommends that archeological research be encouraged. They also recommend that UW Whitewater participate in future research effort. To oversee and encourage research we recommend that an Archeological Advisory Group be established.

The following is a description from Bob Birmingham of the archeological work that could begin the process:

The depression area or suspected intaglio can be quickly investigated by small bore soil coring to see if it is likely natural or cultural. The first step in an depth archaeological survey. This can consist of selection shovel testing (small holes dug by shovel) to locate areas of artifacts or features. However, remote sensing is highly recommended also in the form of ground penetrating radar or magnetometer both which could locate subsurface disturbances related to the mound group that could then be further investigated. The survey would have to approved and coordinated by the Wisconsin Historical Society since both public and burial sites (the mounds) are involved. A permit would be needed Naturally the survey would have to avoid the mounds and areas right around them.

An archaeological survey with at least some remote sensing would cost $5,000-10,000. Additional information about the ancient occupation of the area could be also gained by investigating four other sites located near the mound group found some years ago by UW-Milwaukee. These are in farm fields and could be surface collected again, with landowner permission to see if there are diagnostic artifacts. Previous surface collection at the time of discovery yielded only generic chips associated with stone tool making. Once plowed, reexamination of these sites would take only a total of a few hours.

Hoard Museum and Educational Outreach

The Hoard Museum in Fort Atkinson has a very good educational display and exhibit with extensive information about effigy mounds in Wisconsin. The Task Force recommends that continued connections and cooperation be established with the museum. They could over tours of the site to tourists and student groups.

Budget and Staff Training

We propose that the tasks described in the maintenance plan and master plan be completed by volunteers, City staff, and contractors. Much of the work to control invasive species, replant the mounds, and collecting and sowing seeds collected on site will be done by volunteers assisted by City staff. Our budget includes a general volunteer and training amount to cover expenses associated with this work. During the first few years of restoring the site, numerous unforeseen costs may come up. We have also included contingency amounts to cover these expenses. The physical improvements could be built in phases or with funds donated to the preserve.

There will be ongoing maintenance work including mowing the new trails, removing deadfalls, and administration. These costs are not in our budget.

WHITEWATER EFFIGY MOUNDS PRESERVE BUDGET				
Revised June 3, 2011				
Item	**Qnty.**	**Unit**	**Unit Cost**	**Total Cost**
Begin Burn Regime Spring 2011				
Burn	1.00	Lump Sum	3,500.00	$ 3,000.00
Subtotal				$ 3,000.00
15% Contingency				$ 450.00
Total				$ 3,450.00
Remove turf cover on each mound and restore with a short-stature, native seed mix				
Round-up Treatments (City Staff)	2.00	Lump Sum	2,000.00	na
Prep and seed mounds (City Staff)	1.00	Lump Sum	1,250.00	na
Special Seed Mix for Mounds 35,000 sf	35.00	1000sf	80.00	$ 2,800.00
Subtotal				$ 2,800.00
10% Contingency				$ 280.00
Total				$ 3,080.00
Training and Volunteer Assistance				
Training	10.00	Hrs.	110.00	$ 1,100.00
Volunteer Assistance	1.00	Lump Sum	1,000.00	$ 1,000.00
Miscelaneous supplies and contractor expense	1.00	Lump Sum	2,500.00	$ 2,500.00
Subtotal				$ 4,600.00
10% Contingency				$ 460.00
Total				$ 5,060.00
Native Plant Garden at Entrance				
Savanna Trees	5.00	ea	250.00	$ 1,250.00
Native Shrubs	20.00	ea	75.00	$ 1,500.00
Native grasses and perennials	300.00	ea	12.00	$ 3,600.00
Stone Path	150.00	lf	18.00	$ 2,700.00
Soil Amendments	100.00	cy	12.00	$ 1,200.00
Miscelaneous	1.00	Lump Sum	5,000.00	$ 5,000.00
Subtotal				$ 15,250.00
10% Contingency				$ 1,525.00
Total				$ 16,775.00
Planting in Preserve Area				
Savanna Trees	45.00	ea	250.00	$ 11,250.00
Native Shrubs	80.00	ea	75.00	$ 6,000.00
Native grasses and perennials	300.00	ea	12.00	$ 3,600.00
Subtotal				$ 20,850.00
10% Contingency				$ 2,085.00
Total				$ 22,935.00
Structures, Signs, Benches				
Visitor Center	1.00	Lump Sum	30,000.00	$ 30,000.00
Displays in Visitor Center	1.00	Lump Sum	5,000.00	$ 5,000.00
Entry Kiosk	1.00	Lump Sum	10,000.00	$ 10,000.00
Benches	5.00	ea	600.00	$ 3,000.00
Boundary Markers	10.00	ea	200.00	$ 2,000.00
Subtotal				$ 50,000.00
Professional Fees (8% of building cost)				$ 4,000.00
10% Contingency				$ 5,000.00
Total				$ 59,000.00
Archeological Research				
Archeological Consultant Fee	1.00	Lump Sum	10,000.00	$ 10,000.00
Subtotal				$ 10,000.00
Professional Fees (5% of building cost)				$ 500.00
10% Contingency				$ 1,000.00
Total				$ 11,500.00

Item		Qnty.	Unit	Unit Cost	Total Cost
Tree Inventory & Detailed Survey					
	Tree Inventory	1.00	Lump Sum	2,000.00	$ 2,000.00
	Detailed Survy	1.00	Lump Sum	5,000.00	$ 5,000.00
	Subtotal				$ 7,000.00
	Professional Fees (5% of building cost)				$ 350.00
	10% Contingency				$ 700.00
	Total				$ 8,050.00

Doug Saubert
Finance Director
P.O. Box 690
Whitewater, WI 53190

PHONE: (262) 473–1380
FAX: (262) 473–0589
Email: dsaubert@whitewater-wi.gov
WEBSITE: www.whitewater-wi.gov

TO: City Manager and Common Council

FROM: Doug Saubert, Finance Director

RE: Budget Transfer Resolution I – 2012

DATE: January 31, 2012

Attached is the First Budget Transfer Resolution for 2012. This adjusts for the following actions:

1. Transfer of amounts budgeted for repair/maintenance of vehicles in Police Patrol and Police Investigation to Shop/Fleet Operations. The Streets, Parks & Forestry Supervision will have the responsibility for this function.

Please place on the February 7, 2012, Council Agenda for their review/action. I will be at the meeting in order to address any questions the council may have.

2012

BUDGET TRANSFER RESOLUTION I

WHEREAS, the Common Council of the City of Whitewater adopted the Budget Resolution for 2012 on November 15, 2011, setting forth the detailed estimates of revenues and expenditures required for the various purposes performed by the City,

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

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

1) EXPENDITURES:

General Fund #100

Increase

Shop/Fleet Operations

Police Vehicle Repair	100.53230.353	$ 14,900.00

Decrease

Police Patrol

Repair/Maintenance Vehicles	100.52110.244	<$ 12,000.00>

Police Investigation

Repair/Maintenance Vehicles	100.52120.241	<$ 2,900.00>

To transfer the 2012 budgeted amounts for the Repair/Maintenance of police vehicles (for Patrol/Investigation) only to Shop/Fleet Operation. This is to centralize this function within one area of responsibility. A new budget account has been created (353) to track this repair/maintenance expense.

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

Resolution introduced by Council Member _____ who moved its adoption.

Seconded by: _____.

AYES: _____

NOES: _____

ABESENT: _____ _____ City Manager

ADOPTED: _____ _____ City Clerk

RESOLUTION LOCATING POLLING PLACE FOR WARDS 7, 8, 9 & 12 TO UW-WHITEWATER CAMPUS

WHEREAS, the City Council of the City of Whitewater, Walworth and Jefferson Counties, finds that it is in the City of Whitewater's best interest to have a polling place for Wards 7, 8, 9 & 12 held the Hamilton Center, on the University of Wisconsin-Whitewater campus.

NOW, THEREFORE, BE IT RESOLVED that beginning on April 3, 2012, the polling place for the Presidential, Presidential Primary and Gubernatorial elections in the City of Whitewater for Wards 7, 8, 9 and 12 shall be held at the Hamilton Center on the University of Wisconsin campus.

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

AYES:
NOES:
ABSENT:
ADOPTED:

_____
Kevin M. Brunner, City Manager

_____
Michele R. Smith, City Clerk

AMENDED AGREEMENT BETWEEN THE CITY OF WHITEWATER AND THE UNIVERSITY OF WISCONSIN-WHITEWATER

Memorandum of Understanding-Provision of Municipal Polling Place on UW-Whitewater Campus (Replaces Memorandum of Understanding dated July, 2008, and MOU dated July, 2010).

It is the purpose of this Memorandum of Understanding to provide for a municipal polling place in the participating municipality on the university campus when deemed necessary under the circumstances described herein.

The University of Wisconsin-Whitewater's campus lies entirely within the city limits of Whitewater. The City and the University are desirous of providing an accessible municipal polling place on campus for Wards 7 & 8 (Aldermanic District#2); and Ward 12 (a portion of Aldermanic District 5) and Ward 9 (a portion of Aldermanic District 3). These areas include a significant part of the campus. This polling place will be at the University's Hamilton Center. After extensive work with the University Student Government, both the 2008 presidential primary and spring municipal elections were held at this polling place and both the City and University now want to continue to hold certain elections on campus.

The following guidelines will apply to this agreement:

- The City and the University agree that it is beneficial to hold Presidential, Presidential Primary, and Gubernatorial elections for said Wards on the UW-Whitewater campus. Other elections will be held at the Downtown Armory unless otherwise directed by the Common Council.
- The University shall provide access to and the use of the university polling place at the Hamilton Center at least one day in advance of each municipal election and at least one day after each municipal election. The city clerk will notify the University Center reservation office of all dates for the upcoming calendar year by April 1st annually.
- The University will provide sufficient secure space within the Hamilton Center to conduct municipal elections. The University will also provide adequate storage for municipal election equipment and supplies between elections.
- The University will provide at a minimum, twenty (20) parking spaces in the Connor University Center parking lot (immediately adjacent to the Hamilton Center) for use by poll workers and the general public during the day (6 a.m. to 10 p.m.) of all municipal elections held at the Hamilton Center. These parking spaces should be clearly designated and marked by the University as reserved for poll workers and voters only.
- The University will work with the City on establishing adequate signage to direct voters to and from the university polling place. The University shall provide polling place signage deemed necessary.
- The University will name a key staff contact person who will be responsible for coordinating all aspects of the university polling place with the City Clerk.
- The University shall provide access to telephones and photocopy machines for use by the City for election-related purposes.
- The University has reimbursed the City $10,000 for initial election equipment needed to establish the Aldermanic District 2 polling place on campus. That payment was made on April 30, 2008. With the implementation of the Ward 12 polling place, the University has agreed to reimburse the City for an additional $12,155 towards the cost of new voting equipment. Payment of the $12,155 shall take place within 60 days of the date the equipment is acquired.

- When possible, the City will include students as poll workers. The City will work with the University and with members of Whitewater Student Government to provide training for those students.

Neither the University of Wisconsin-Whitewater nor the City of Whitewater shall be held liable to the other for damages, loss of equipment, injury to personnel or payment or compensation arising out of assistance rendered under the terms of this Memorandum of Understanding. This Memorandum of Understanding is designed to reflect a positive commitment toward enhancing, strengthening and continuing the working relationship that already exists between University of Wisconsin-Whitewater and the City of Whitewater.

This Memorandum of Understanding shall remain in full force and effect until the filing of a cancellation notice, signed by the Chancellor (or designee) or the City Manager. Cancellation shall become effective thirty (30) days after the filing of such notice. This agreement is subject to review on an annual basis.

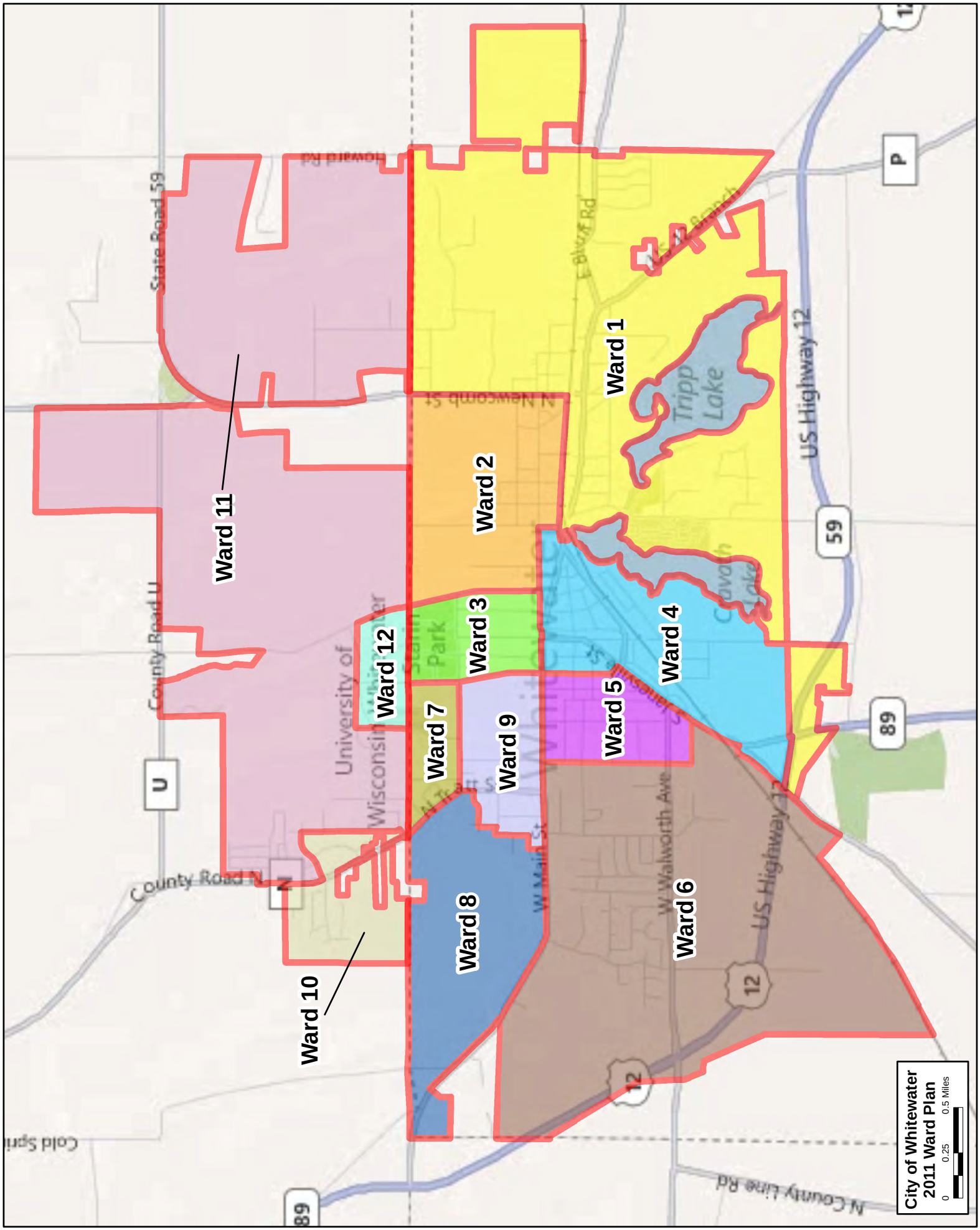
The University of Wisconsin-Whitewater and the City of Whitewater agree to enter into this memorandum. It shall become effective on the date that an executed copy is filed with each jurisdiction.

Dated this _____ day of February, 2012.

_____
Richard J. Telfer, Chancellor
University of Wisconsin-Whitewater

_____
Michele R. Smith, City Clerk
City of Whitewater

_____
Kevin M. Brunner, City Manager
City of Whitewater


Ward 1
Ward 2
Ward 3
Ward 4
Ward 5
Ward 6
Ward 7
Ward 8
Ward 9
Ward 10
Ward 11
Ward 12
Tripp Lake
Cravath Lake
University of Wisconsin-Whitewater
Starin Park
State Road 59
County Road U
County Road N
Howard Rd
N Newcomb St
E Blaze Rd
W Main St
W Walworth Ave
US Highway 12
N County Line Rd
Cold Spring
City of Whitewater
2011 Ward Plan
0
0.25
0.5 Miles

ORDINANCE NO. _____
ORDINANCE AMENDING CHAPTER 11.32 HEAVY TRAFFIC ROUTES AND REPEALING CHAPTER 11.54
TRUCK TRAFFIC

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

SECTION 1. Whitewater Municipal Code Chapter 11.54, Truck Traffic, is hereby repealed.

SECTION 2. Whitewater Municipal Code Chapter 11.32, Use by heavy traffic prohibited, is amended to read as follows:

(a) Heavy traffic is prohibited on all streets in the city except South Franklin Street, North Tratt Street, Business Highway 12, and state and federal highway routes through the city; provided, that the ordinary use of the streets for the purpose of obtaining orders for and carrying of supplies and other necessary things to and from any one place or residence fronting on the streets is excepted from the provisions of this section.

(b) In this section, "heavy traffic" means all vehicles not operating completely on pneumatic tires and all vehicles or combination of vehicles, other than motor buses, designed or suited for transporting property of any nature and having a gross weight of more than six thousand pounds.

(c) Any person who violates the provisions of this chapter shall, upon conviction thereof, be subject to a penalty of not less than $25.00 nor more than $200.00 for the first offense, together with the costs of prosecution; and on second and subsequent offenses within one year not less than $50.00 nor more than $250.00, together with the costs of prosecution.

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

AYES:
NOES:

_____
Kevin Brunner, City Manager

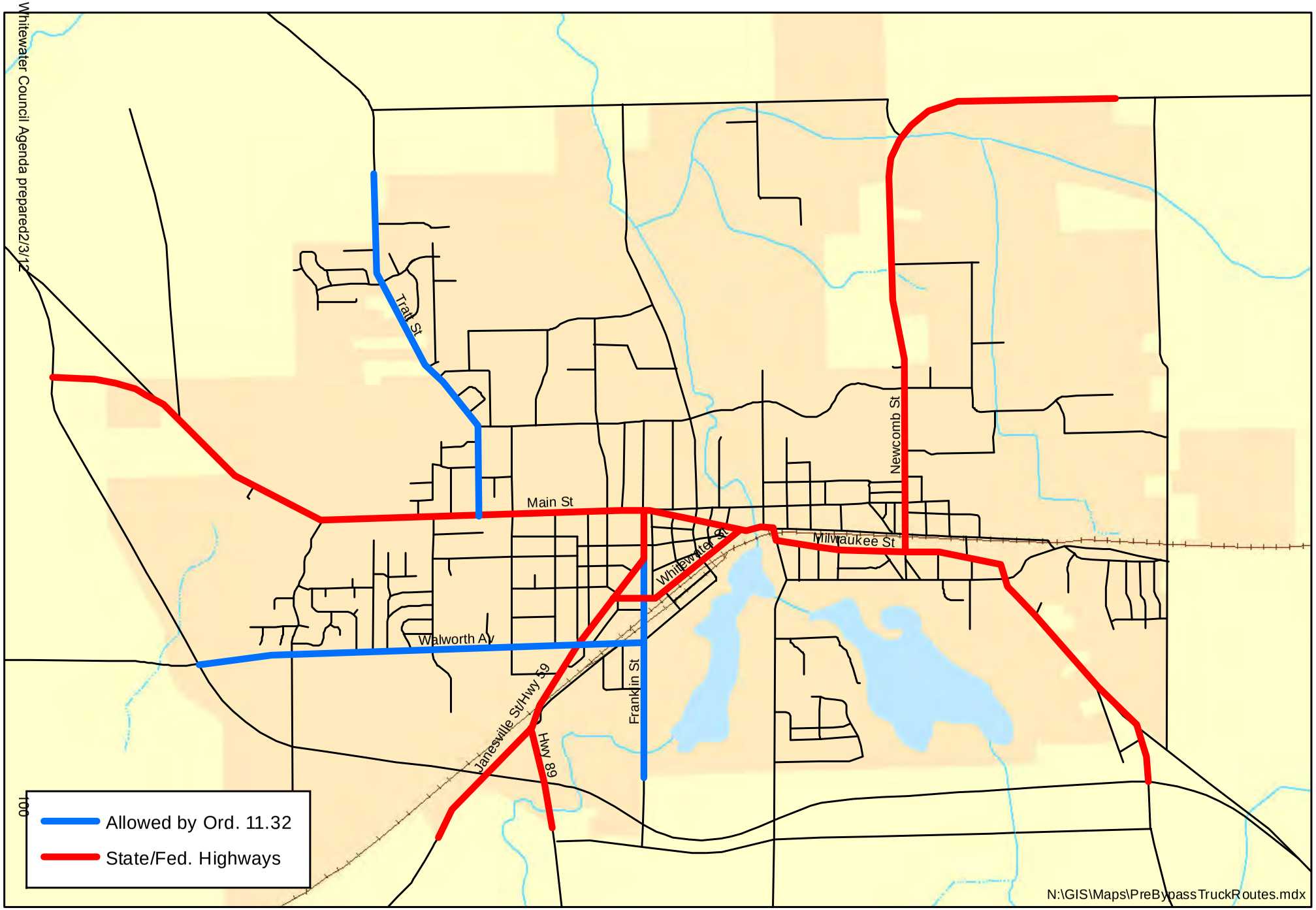
ABSENT:

_____
Michele R. Smith, City Clerk

ADOPTED:

Truck Routes

Allowed by City Ordinance Before Bypass



ORDINANCE NO. _____
AN ORDINANCE AMENDING SECTION 1.21.010
SCHEDULE OF DEPOSITS

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

SECTION 1: Whitewater Municipal Code Section 1.21.010 is hereby amended to add the following:

CHAPTER OR SECTION NUMBER	OFFENSE	DEPOSITS AND COSTS
11.32	Violation of Heavy Truck Traffic Prohibition	1st offense - $100.00 plus statutory penalty assessment, jail assessment, court costs and crime lab assessment 2nd and subsequent offenses within one year - $150.00 plus statutory penalty assessment, jail assessment, courts costs and crime lab assessment

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

Ordinance introduced by Councilmember _____, who moved its adoption.

Seconded by Councilmember _____.

AYES:

NOES:

ABSENT:

ADOPTED:

_____
Kevin Brunner, City Manager

_____
Michele R. Smith, City Clerk

AN ORDINANCE AMENDING SECTION 5.20.090
CLOSING HOURS FOR RETAIL ALCOHOL ESTABLISHMENTS

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

SECTION 1: Whitewater Municipal Code, Chapter 5.20, Section 5.20.090 (2), is hereby amended to read as follows:

5.20.90. Hours.

(2) If a retail class "A" license, between 9:00 p.m. and 6:00 a.m., except that a retail class "A" licensed premises may remain open at any and all other times, provided there is no sale of alcohol beverages between the hours of 9:00 p.m. and 6:00 a.m.

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

AYES:

NOES:

ABSENT:

APPROVED: February 7, 2012.

_____
Kevin M. Brunner, City Manager

_____
Michele R. Smith, City Clerk

CITY OF WHITEWATER
FINANCIAL POLICY/PROCEDURES MANUAL

SUBJECT: PROCUREMENT POLICY

General: The City of Whitewater, as a local governmental entity, needs to ensure that the expenditure of public funds occurs in a manner that balances the desire for lowest cost to the City with an expectation of a quality product. The purpose of this policy is to provide guidance and procedures to be followed for procurement of goods and services for all City departments. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained, while balancing the need for flexibility in department operations. This policy covers items that have been included in the City budget as approved by the Common Council; any items not included in the budget require specific approval by the City Council and/or applicable board, commission, or committee **prior to purchase**.

Procedures: A. General

1. Procurements consist of the following four major categories:
   - Goods (tangible items); e.g., equipment, supplies, vehicles
   - Services; items requiring outside labor, maintenance agreements, etc.
   - Facility maintenance
   - Construction of public buildings and improvements
2. The provisions of Wisconsin Statutes s. 62.15 apply to procurements involving public construction and take precedence over any portion of this policy that may conflict with that statute. Approvals of construction contracts will be made in accordance with the dollar thresholds outlined within this policy.
3. Department heads have the responsibility for procurement issues in their individual departments. A department head is defined as the City employee having responsibility for the department on behalf of which moneys were appropriated in the City budget for purchases. Department Heads, at their discretion, can designate seasonal and/or other employees, to make purchases on the City's behalf. Purchases should be minor (under $75) in nature. No purchases can be made without the prior approval, written or verbal, by the Department Head. In no case can purchases be made by non-city employees. If an interested party wants to make purchases on behalf of the City, written authorization must be obtained from the Department Head. Items purchased must be for a single project with a stated maximum amount and description of item(s) contained within the written authorization.
4. It is the responsibility of the Finance Department to monitor compliance with City procurement policies and procedures. The Finance Director has been delegated the authority to be the City's purchasing agent.
5. As part of monitoring compliance, the Finance Department may perform periodic audits of procurement practices. The City's independent auditors also may perform such audits.

6. When an emergency situation will not permit the use of the competitive processes outlined in this policy, the applicable department head, Finance Director, and/or City Manager may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained.
7. This policy will be reviewed by the City Council every three years following adoption or sooner at the discretion of the Common Council.

B. Purchase of Goods:

1. Guidelines for Approval Authority of Purchases:

   a) Under $1,500 – Supervisors must approve prior to purchase. It is recommended that competitive quotes be obtained, but specific documentation is not required.
   b) $1,500 to $2,500 – Department head approval required.
   c) $2,500 to $10,000 – Department head and City Manager approval required; competitive quotes must be documented via a bid sheet or similar documentation. Quote information must be kept on file and submitted to Finance Department upon request.
   d) $10,000 to $25,000 – same as level (c) except that documentation of quotes must be submitted to City Manager and City Council for approval prior to purchase.
   e) Over $25,000 – sealed bids or formal proposals required; City Manager/ Finance Director/City Council approval must be obtained prior to purchase.

   The above guidelines apply not only to single purchases but also to the aggregate of purchases made during the current fiscal year for like goods from the same vendor.

2. The number of bidders is left to the discretion of the department purchasing the item and is dependent on the item being purchased, the competitive marketplace for the item, and the estimated price. Unless there is only one qualified source, bids or quotes should be obtained from at least two vendors.
3. In general, the lowest responsible bid should be accepted for procurements. However, price is not the sole consideration. Awards shall be made only to responsible vendors that (a) possess the potential ability to perform successfully under the terms and conditions of the proposed procurement, and (b) sell products that meet the specifications of the City.
4. Sole source purchases are allowed in the following circumstances:

   a) The item or service is only available from a single source;
   b) After competitive procurement solicitations, competition is determined to be inadequate;
   c) An alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs;
   d) Standardization of a specific product or manufacturer will result in more efficient and economical operations;
   e) The purchase is from another governmental body; or
   f) The item is being purchased through a cooperative purchasing arrangement such as the State bid list, or State of Wisconsin VendorNet.

In circumstances where there is only one qualified source and the purchase is not via a cooperative arrangement, the department should use alternate means (such as verifying pricing with other customers) to establish that the price quoted is reasonable.

5. Use of Purchase Orders:

   a) In general, purchase orders are **not** required for purchases. The City will issue a purchase order where the vendor requests/requires a purchase order. Purchase orders are to be issued prior to obtaining the item. Payment to the vendor will not be made and/or items are subject to return if a purchase order is not authorized prior to the purchase.
   b) Standard purchase orders are issued for one time acquisition of specific items. The receipt of these items might be spread out over a period of time but the purchase order is valid only for the items listed on it.
   c) Blanket purchase orders are issued on an annual or other periodic basis to vendors with whom business is conducted continuously. Examples of these types of purchases include office supplies, repair parts, library books, or other materials/supplies for which the exact quantities are not known.
   d) Confirming purchase orders, for items ordered verbally, are to be used in emergency situations only.

C. Contracts for Services:

1. The City Attorney's office should be consulted on the need for legal review of contracts, using the Contract Approval form provided by the City Attorney.

2. Where applicable, a competitive process for selection of vendors for contracts for services should be used, under the guidance outlined for purchases of goods outlined in section B above.

3. Selection of vendors for contracts for professional services should take into consideration the overall value of such contracts including:

   a) Continuity of the various phases of a project.
   b) Operational efficiencies.
   c) Level of expertise in related services.

4. The following thresholds for approval of contracts (after applicable legal review) are to be used:

   a) Under $1,500 – Supervisor
   b) $1,500 to $2,500 – Department Head
   c) $2,500-$10,000 – Department Head and City Manager
   d) Over $10,000 – Department Head, Finance Director, City Manager and City Council approval.

5. By law, the City Manager and City Clerk sign contracts on behalf of City. Certain contracts or agreements may require that the Council provide specific authorization to a specified department head. Unless otherwise required, general authority to enter into contracts within the constraints of this policy is delegated to the City Manager and City Clerk and may be changed from time to time via

resolution adopted by the Common Council. No contracts will be processed by the City Clerk's office without documentation that the approval process has been followed and appropriate reviews completed.

6. Change orders on construction or similar contracts will follow the thresholds for approval of contracts for services. The department head, with the approval of the City Manager, have the authority up to $10,000. Change orders above $10,000 must be approved by the City Council.

D. Facility Maintenance

1. Facility maintenance projects can be a hybrid of service contracts, purchase of equipment/supplies, and/or construction. As a result, special consideration of these projects from a procurement standpoint is warranted.
2. The Neighborhood Services Director is responsible for oversight and coordination of all City facility maintenance projects.
3. The following guidelines are to be used with respect to facility maintenance procurements:
   a) Projects under $7,500 - no specific contract or bids required, similar to purchases of goods or contracts for services. Applicable terms and conditions will be attached as an addendum to the purchase order as necessary.
   b) Projects over $7,500 will follow the bidding or contract approval process set forth in Sections B or C above, based on type of equipment or service. The Neighborhood Services Director is responsible for ensuring that facility maintenance projects that fall under the public construction statutes are properly bid in accordance with law. City Manager and Council approval is required.

CITY OF WHITEWATER

SUBJECT: CREDIT CARD POLICY

The Business Credit Card is a tool for departments to use for official City business needs. It allows Department Heads to delegate the authority to purchase items and/or services faster and more easily. The credit card is not intended to replace all local stores' charge accounts as many of these accounts offer discounts for use and/or expedite the processing of tax exempt purchasing.

A) City Credit Card Benefits:

The Business Credit Card is an individual bill/central payment system and the City makes one payment to VISA on behalf of all card holders. Expenditures are processed through the City's accounting system and posted to the appropriate budget line items. The Business Credit Card also:

- Reduces time needed to purchase and receive supplies
- Reduces reimbursements from petty cash
- Reduces invoicing problems
- Reduces the number of checks issued

B) **Eligibility:**

The following are eligible for credit cards in the name of the City of Whitewater for use by their Department

1. City Manager
2. City Clerk
3. Police Chief
4. DPW Director
5. Finance Director
6. Neighborhood Services Director
7. Police Lieutenants
8. Support Services Manager
9. Street Superintendent
10. Parks/Recreation Director
11. City Planner
12. Cable Director
13. Library Director
14. Water Superintendent
15. Wastewater Superintendent
16. Other departments and/or personnel as determined by the Department Directors and Finance Director to be appropriate.

The Departments shall obtain their credit card(s) with an established limit of $1,500 from the Finance Director. Higher and lower limits are available, as necessary. The card(s) will be issued to the Department Head where it will be his/her responsibility to insure the safekeeping of such card and to release the card to their staff with authorization for use.

C) Guidelines and Authorized Uses of the City Credit Card:

The following guidelines and authorized uses of City credit cards shall be followed. Failure to follow these guidelines will result in discipline in accordance with the City's Personnel Policies:

- Reserving hotel rooms for City business
- Paying for hotel lodging and expenses while on City business
- Budgeted purchases which do not exceed the card's credit limit
- Budgeted purchases where a purchase order is not accepted
- No cash advances may be made
- The card shall not be used to circumvent the purchasing policy

The City credit card must be treated with at least the same level of care the employee would give to his/her personal credit cards. Accordingly.

- Cards are not to be loaned to anyone.
- Account numbers are to be guarded. They are not to be posted or written in any location that is accessible to others.

In addition, **no personal purchases** may be made with a City credit card. Failure to comply with the prohibition will result in accordance with the City's Personnel Policies.

D) Reporting Lost or Stolen Cards:

You must notify the Finance Director's Office immediately when you discover your card is lost or stolen.

Unlike personal credit cards, where cardholders are responsible for paying the 1st $50.00 is a card is stolen or misused, the Business Credit Card program holds the City Department responsible for paying all charges resulting from stolen or misused cards until First Citizens State Bank (ELAN) has been notified.

On weekends or other after city business hors, you should report a lost or stolen card or other emergency situations, by calling First Citizens State Bank (ELAN) at 1-866-552-8855. At the first available opportunity, report the same information to the Finance Director's Office.

E) Liability:

The appropriate Department Director is responsible for verifying the correctness of the statement against purchase records/receipts.

F) Payments procedures:

The City pays the credit card bill each month by the due date as not to incur late fees. The monthly statement will be circulated so that each responsible person can verify the purchase(s) and code it accordingly.

The Finance Director, in review of the monthly charges, shall bring to the attention of the City Manager any discrepancies observed in the use of the credit card. As noted above, making personal purchases with the card will result in disciplinary action per the City's Personnel Policies.

MEMO

TO: CITY COUNCIL

FROM: WALLACE K. MCDONELL

DATE: 02/01/2012

RE: EFFIGY MOUNDS PRESERVE FENCES

This memo concerns fences located near the Effigy Mounds Park boundaries.

Jon & Terry Kachel

We have reached an agreement with the Kachels, subject to the approval of the Council, concerning the Kachel fence. As you can see, this agreement is also subject to the approval of the State Historical Society, but I have received oral assurances that they will approve the agreement. They also indicated that there is a technical process that they will conduct before a final approval is granted by them.

James and Kathy Schumacher
James and Sherry Rodgers

The Schumachers and Rodgers have refused to sign agreements concerning the fences behind their property. They both, however, acknowledge that the fences are on City property and are not theirs. I have sent them emails confirming that understanding. Both families are extremely upset that persons have suggested that they have located fences on Mounds property when they state they have not. They are particularly upset that these allegations have been published in newspapers. Both families state that the fences were in place long before they ever built on their lots. Based on my investigation, I believe the fences were in their present locations for many years before the Schumachers and Rodgers bought their lots. It is also my opinion that the fences are on Effigy Mounds property and the City has the right to remove or move them at any time.

Also, both the Schumachers and Rodgers acknowledge that they probably have been maintaining a few feet of Effigy Mounds Park property at the northern boundary of their lots because they thought it was their property. Since this property has been maintained by them for 15 to 18 years, it raises a minor concern relating to adverse possession (squatters rights). There is a small chance that the Schumachers and Rodgers could make a successful adverse possession claim if they were to establish in the future that they have adversely occupied the property for 20 years. Both the Schumachers and Rodgers have orally said that they are not and will not make any adverse possession claim, but don't want to sign any agreements confirming it, because they do not believe it is necessary. One simple way of addressing the adverse possession issue is for the City to notify the Schumachers and Rodgers that until further notice, the City has no objection to them continuing to mow and maintain these areas (they still must adhere to any State

of Wisconsin burial ground regulations). This breaks any 20-year period chain and a new 20-year period would have to accrue before any adverse possession claim could be successful.

I will be at the Council meeting on February 7, and will answer any questions you may have. Thank you.

Wallace K. McDonell, City Attorney

FENCE AGREEMENT

(01-04-12 Draft)

This Fence Agreement is made between the City of Whitewater, hereinafter at times referred to as the "City", and Jon D. Kachel and Theresa D. Kachel, husband and wife, hereinafter at times referred to as the "Kachels".

RECITALS

A. The Kachels own a home and lot located at 1690 Mound View Place, Whitewater, Wisconsin, that is adjacent to the Whitewater Effigy Mounds Preserve, hereinafter at times referred to as the "Mounds Preserve".

B. The Kachels have constructed a fence that is partially located on their property and partially located in the Mounds Preserve property.

C. The parties have reached an agreement concerning the removal of the fence from the Mounds Preserve property.

AGREEMENT

Now, therefore, in consideration of the recitals set forth above, and for good and valuable consideration, the City of Whitewater and Jon D. Kachel and Theresa D. Kachel, husband and wife **AGREE AS FOLLOWS:**

1. The Kachels will remove the fence from the Mounds Preserve property by the later of the following dates:

   a. May 31, 2012

   b. The first business day which is not less than sixty (60) days subsequent to the date on which both of the following conditions have been satisfied:

      i. The City causes to be located and conspicuously marked and flagged by a licensed surveyor or engineer of the City's choice, the

4. If the fence is not removed by Kachels from the Mounds Preserve property by the later of the date specified in paragraph 1 above, the City shall thereafter have the right to remove the fence and lay the fence posts and railings on the Kachels' property.

5. This agreement is contingent on the approval by the Wisconsin State Historical Society of:

a. The method of the removal of the fence and posts located on the Mounds Preserve property.

b. The new location of the fence (to be reinstalled by Kachels after it is removed from the Mounds Preserve property) within the westerly one (1) foot of, but not extending beyond the westerly boundary of, the Kachel property.

6. The parties acknowledge that there are recorded covenants, that are not City ordinances, but are applicable to and enforceable by lot owners in Mounds Park Acres Subdivision. The covenants provide that fences are not allowed within ten (10) feet of the Mounds Preserve property. The City will not take action to enforce said covenant provision against the Kachels concerning the relocation of this fence, as long as the fence is installed outside of the Mounds Preserve property.

7. If the Wisconsin State Historical Society does not approve the method of removal of the fence posts and the new location of the fence by March 31, 2012, this agreement shall be null and void.

CITY OF WHITEWATER

By: _____		_____	
Kevin M. Brunner, City Manager	**Date**	**Jon D. Kachel**	**Date**
By: _____		_____	
Michele R. Smith, City Clerk	**Date**	**Theresa D. Kachel**	**Date**

FENCE AGREEMENT

(01-03-12 Draft)

This Agreement is made between the City of Whitewater, hereinafter at times referred to as the "City", and James and Sherry Rodgers, hereinafter at times referred to as the "Rodgers".

RECITALS

A. The Rodgers own a home and lot located at 1706 Turtle Mound Lane, Whitewater, Wisconsin, that is adjacent to the Whitewater Effigy Mounds Preserve, hereinafter at times referred to as the "Mounds Preserve".

B. There is a fence located north of the Rogers lot that is located on the Whitewater Effigy Mounds Preserve property, and has been in its present location since before the establishment of the Rogers' lot.

C. The parties desire to document ownership and control rights concerning the fence and property between the fence and the Rogers' northern property line.

AGREEMENT

Now, therefore, in consideration of the recitals set forth above, and for good and valuable consideration, the City of Whitewater and James and Sherry Rodgers **AGREE AS FOLLOWS**:

1. The above-referenced fence is located on the Mounds Preserve property and is owned by the City of Whitewater.

2. The Rogers acknowledge that the City of Whitewater has full ownership and control rights concerning the fence and the City has the right to move or remove the fence at any time.

3. The Rogers do not claim ownership of any Mounds Preserve property and further acknowledge that they have not and will not attempt to acquire Mounds property by adverse possession.

4. The City will allow the Rogers to continue to maintain the Mounds Preserve area between the fence and the Rogers' northern lot line until the City decides to no longer allow the Rogers to maintain the area. Prior to the City making said decision, the City will give the Rogers written notice and an opportunity to be heard at the meeting the decision will be made.

CITY OF WHITEWATER

By: _____		**_____**	
Kevin M. Brunner, City Manager	**Date**	**James Rodgers**	**Date**
By: _____		**_____**	
Michele R. Smith, City Clerk	**Date**	**Sherry Rodgers**	**Date**

FENCE AGREEMENT

(01-03-12 Draft)

This Agreement is made between the City of Whitewater, hereinafter at times referred to as the "City", James and Kathleen Schumacher, hereinafter at times referred to as the "Schumachers".

RECITALS

A. The Schumachers own a home and lot located at 1694 Turtle Mound Lane, Whitewater, Wisconsin, that is adjacent to the Whitewater Effigy Mounds Preserve, hereinafter at times referred to as the "Mounds Preserve".

B. There is a fence located north of the Schumachers' lot that is located on the Whitewater Effigy Mounds Preserve property, and has been in its present location since before the establishment of the Schumachers' lot.

C. The parties desire to document ownership and control rights concerning the fence and property between the fence and the Schumachers' northern property line.

AGREEMENT

Now, therefore, in consideration of the recitals set forth above, and for good and valuable consideration, the City of Whitewater and James and Kathleen Schumacher

AGREE AS FOLLOWS:

1. The above-referenced fence is located on the Mounds Preserve property and is owned by the City of Whitewater.

2. The Schumachers acknowledge that the City of Whitewater has full ownership and control rights concerning the fence and the City has the right to move or remove the fence at any time.

3. The Schumachers do not claim ownership of any Mounds Preserve property and further acknowledge that they have not and will not attempt to acquire Mounds property by adverse possession.

4. The City will allow the Schumachers to continue to maintain the Mounds Preserve area between the fence and the Schumachers' northern lot line until the City decides to no longer allow the Schumachers to maintain the area. Prior to the City making said decision, the City will give the Schumachers written notice and an opportunity to be heard at the meeting the decision will be made.

CITY OF WHITEWATER

By: _____		**_____**	
Kevin M. Brunner, City Manager	**Date**	**James Schumacher**	**Date**
By: _____		**_____**	
Michele R. Smith, City Clerk	**Date**	**Kathleen Schumacher**	**Date**

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

City of Whitewater

Memo

To: Common Council

From: Kevin Brunner

Date: 02/02/2012

Re: Recommendation for City Engineering Services Contract

On behalf of the City Engineering Services Review Committee, composed of Council Member Jim Stewart, Dean Fischer, Matt Amundson, Latisha Birkeland and myself, I am pleased to recommend that Strand Associates be retained to provide city engineering services for the next two year period with one year optional extensions beyond the initial term. This was a difficult decision and I want to provide you with the process and rationale that the Committee used in making this decision. I will also provide you with an overview of the proposed contract.

An initial Request for Qualifications (RFQ) for City Engineering Services was solicited of thirteen (13) municipal engineering firms in October of last year. Six (6) firms returned RFQs and based upon a review of those using the Qualification Based Selection (QBS) process by the Committee, three firms were invited for an interview and presentation to the Committee. Those firms were McMahon Group, Strand Associates and Stantec Bonestroo. Based upon the interviews and qualifications presented, Stantec Bonestroo was eliminated and more in-depth discussions and cost analyses were done with McMahon and Strand.

While we determined that the two firms were fairly equivalent in the type and quality of municipal engineering services that they could provide Whitewater, we decided to do a rather in-depth cost analysis comparing the two firms on a typical design and construction administration project. What we found out was, although the principals at Strand had significantly higher hourly billing rates, that the total engineering costs for a typical project were actually somewhat less with Strand (up to 5%) when a "blended" (taking all firm position rates into account that would work on a project) rate was calculated. I can make that cost analysis available confidentially to you upon request if you would like to review it. (Note: consultant rates such as these are considered "trade secrets" under Wisconsin law and both consultants have asked that their rate structures not be subject to public disclosure).

Because we were concerned about some Strand costs, particularly for those of the principals that we typically have leading our Whitewater projects (Mark Fisher and Jane Carlson), we were able to incorporate a few provisions in the contract that address these concerns:

1) The hourly billing rates for Mark and Jane as well as other Strand team leaders in traffic engineering and storm water have been scaled back to what we were charged in 2010 (an actual reduction of approximately 3%). Future increases in 2013 and beyond will be based upon these lowered rates and will be subject to city approval.

2) All other engineering team billing rates will be frozen at 2011 rates until December 31, 2012 and any subsequent increases will be subject to city approval.

3) Strand's standard expense rate has been decreased from 10% to 5%.

4) A toll free telephone number continues to be provided.

5) A rate cap of $175 per hour will remain (however, we rarely have a need to employ a Strand employee whose rate is above this amount) and will be frozen at that amount until June 30, 2013. Any further rate adjustments will be subject to city approval.

6) We have made contractual provisions such that, over time, Mark Fisher will be gradually phased out as "city engineer" and that Zach Simpson will take his place. This is an acknowledgment that Mark's hourly rate has escalated and we want to groom Simpson, who is currently performing a lot of the engineering design work on city projects and is developing a very good understanding of the city's infrastructure, to be responsible for more of the city engineer work at a considerably lower hourly rate.

7) We have added a section related to ownership of documents. This language will expedite release of electronic files to utilities and other entities. With this language, utility companies would not need to process a waiver form from Strand in order to obtain electronic files.

Strand Associates have really done an excellent job as city engineering consultants for the last five year contractual period. They are highly cost conscious and have consistently worked with city staff to bring our public works projects under budget. While it is hard to accurately quantify, we believe that this cost consciousness and great familiarity with the city's infrastructure are value-added services that set them apart from the other engineering firms that were considered.

We will continue to secure engineering proposals from Strand on a project by project basis at a cost not to exceed that will be subject to Council review and approval. We reserve the right to procure competitive engineering service proposals for specific projects where we might want different engineering skills or engineering perspective from Strand and Associates. In fact, our thorough review of the McMahon Group through this process has led us to believe that this firm could provide high quality engineering services to Whitewater in the future.

If you have any questions, please feel free to contact me or Public Works Director Dean Fischer

cc-Matt Amundson, Latisha Birkeland and Dean Fischer

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February 2, 2012

City of Whitewater
312 West Whitewater Street
Whitewater, WI 53190

Attention: Mr. Kevin M. Brunner, City Manager

Re: Agreement for Technical Services

This is an Agreement between the City of Whitewater, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide technical services (Services). This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 12-01.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted. If necessary, additional Service Elements Not Included may be identified in each subsequently issued Task Order.

1. Additional and Extended Services during construction made necessary by:

   a. Work damaged by fire or other cause during construction.
   b. A significant amount of defective or neglected work of any contractor.
   c. Prolongation of the time of the construction contract.
   d. Default by contractor under the construction contract.

   Any services of this type will be provided through an amendment to this Agreement.

2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.

3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the Task Order-specified project will require a separate agreement with OWNER.

4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

5. Geotechnical Engineering: It is anticipated that geotechnical engineering information will be provided through OWNER and OWNER's geotechnical consultant. If soil borings are required, ENGINEER will assist OWNER in direct procurement of drilling services.

6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.

7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.

8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.

9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.

10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the Task Order-specified project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.

12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for a not-to-exceed fee on an hourly rate basis plus expenses.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 5 percent. A toll-free telephone number will be provided for OWNER's use in contacting ENGINEER.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum and not-to-exceed fees for the Services are based on wage scale/hourly billing rates, adjusted annually on July 1, that assume the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the fee that reflects any wage scale adjustments made.

Hourly billing rates indicated in Exhibit A are for key team members. These rates will remain unchanged through December 31, 2012, and will be renegotiated thereafter.

OWNER desires that ENGINEER continue to reduce the percentage of hours of involvement by Mark Fisher, current City Engineer, by increasing the involvement of Zach Simpson, current Assistant City Engineer. ENGINEER agrees to utilize this approach with appropriate tasks. Each subsequently issued task order will include an estimated maximum percentage of involvement for this classification.

All hourly billing rates will be subject to a $175/hour cap, which will remain unchanged through June 30, 2013, and will be renegotiated thereafter.

The lump sum and not-to-exceed fees will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, and changes in the Scope of Services. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on February 7, 2012. This Agreement will be in effect for three years upon its execution and may be renewed in one-year increments for up to two years unless terminated by OWNER or ENGINEER. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.

4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.

5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and shall render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.

6. Provide all legal services as may be required for the development of the Task Order-specified project.

7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time

required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

3. If there is a modification of agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly statements. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Utilization of Women and Minority Businesses

ENGINEER agrees that qualified women and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Wisconsin Department of Natural Resources (WDNR) financially assisted contracts and subcontracts. This pertains to the project as it is anticipated that a Wisconsin Clean Water Fund grant and loan will be used to finance the Task Order-specified project.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

Ownership of Documents

OWNER acknowledges ENGINEER's deliverables including reports, topographical surveys, base maps, and construction documents, including electronic files, as instruments of professional service. The documents prepared for OWNER under this Agreement shall become the property of OWNER.

OWNER agrees that any modification or reuse of these documents by OWNER or any person or entity, including utility companies, that obtains the documents from or through OWNER shall be at OWNER's sole risk and without liability to ENGINEER.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

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

ENGINEER:		OWNER:	
STRAND ASSOCIATES, INC.®		CITY OF WHITEWATER	
Matthew S. Richards Corporate Secretary	Date	Kevin M. Brunner City Manager	Date

THIS COPY NOT FOR SIGNATURE

Task Order No. 12-01
City of Whitewater, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Technical Services Agreement dated February 2, 2012

Project Information

Project Name: Prince Street Reconstruction

Project Description: Street and utility reconstruction on Prince Street between Main Street and Starin Road.

Services Description: Design services, bidding-related services, and construction-related services.

Scope of Services

ENGINEER will provide the following services to OWNER.

Design Services

1. Complete topographic survey of project corridor.

2. Design new water main, sanitary sewer, and storm sewer; show on plan and profile drawings.

3. Prepare plan and profile drawings and cross sections for street and sidewalk reconstruction.

4. Prepare detour plan, pavement marking and signing plan, erosion control plan, and miscellaneous details.

5. Attend up to four meetings with OWNER to review and discuss the project.

6. Assess the probable environmental impacts of the project and assist OWNER in obtaining necessary local, state, and federal permits for construction of the project including, but not limited to, the anticipated Wisconsin Department of Nature Resources (WDNR) Notice of Intent Permit Coverage.

7. Assist OWNER with procurement of a geotechnical consultant for the project.

8. Submit final drawings, specifications, sanitary sewer extension forms, and water main extension forms to WDNR for approval.

9. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2007 edition, technical specifications, and engineering drawings.

10. Assist OWNER with identification of easements and right-of-way needed for project, including preparation of legal descriptions.

Bidding-Related Services

1. Prepare and distribute up to ten sets of bidding documents through QuestCDN eBidDoc™ to prospective contractors and suppliers. Submit Advertisement to Bid to OWNER for publishing.

2. Prepare addenda and answer questions during bidding.

3. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.

4. Prepare up to three sets of Contract Documents for signature.

Construction-Related Services

1. Provide contract administration services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout.

2. Provide construction staking for reconstruction of street and utilities.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses a not-to-exceed fee of $94,000.

The estimated maximum percentage of involvement by the City Engineer under this Task Order is 30 percent of the total hours.

Schedule

Services will begin upon execution of this Task Order, which is anticipated on February 7, 2012. Services are scheduled for completion on December 31, 2012.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:		OWNER:	
STRAND ASSOCIATES, INC.®		CITY OF WHITEWATER	
Matthew S. Richards Corporate Secretary	Date	Kevin M. Brunner City Manager	Date

THIS COPY NOT FOR SIGNATURE